

**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, March 17, 2020, beginning at 6:00 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. DISCUSS AMUSEMENT TAX FOR VIDEO GAMING TERMINALS (PUSH TAX).
3. DISCUSS SERVICE CONTRACT WITH CONSTELLATION NEWENERGY, INC. – WATER PUMPING STATION.
4. DISCUSS 2021 PAVEMENT MANAGEMENT PROGRAM (PMP) AND AWARD OF CONTRACTS.
5. DISCUSS PROPOSED 159TH & HARLEM TAX INCREMENT FINANCING (TIF) INTENT TO REIMBURSE RESOLUTION.
6. DISCUSS 2021 BUDGET WRAP-UP.
7. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION
VILLAGE CLERK

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**ORDINANCE
NO. 2020-O-016**

**AN ORDINANCE AMENDING TITLE XI CHAPTER 113 AND TITLE XI
CHAPTER 125 PERTAINING TO AMUSEMENT TAXES**

**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**

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2020-O-016

**AN ORDINANCE AMENDING TITLE XI CHAPTER 113 AND TITLE XI
CHAPTER 125 PERTAINING TO AMUSEMENT TAXES**

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 Illinois Video Gaming Act (“VGA”), 230 ILCS 40/1 *et seq.*, regulates the operation, licensing, and administration of video gambling; and

WHEREAS, Public Act 101-0031, signed by Governor Pritzker on June 28, 2019, amended certain sections of the VGA pertaining to the number of video gaming terminals allowed at each licensed location; and

WHEREAS, the Village of Tinley Park (“Village”) in accordance with the VGA regulates video gaming activity within the Village; and

WHEREAS, pursuant to the Article VII, Section 6(a) and Section 6(j) of the Ill. Const. of 1970 in conjunction with 65 ILCS 5/11-42-5 of the Illinois Municipal Code, the Village is authorized to impose a tax upon amusements; and

WHEREAS, the Village now desires to impose a tax upon the amusement of playing a video gaming terminal within the Village (“Push Tax”); and

WHEREAS, said Push Tax will be imposed at a rate of \$0.01 per play; and

WHEREAS, the Village’s Push Tax will provide much needed revenue to promote the general health, safety, and welfare of the Village and its residents, and provide adequate funds to offset the adverse effects of gambling within the Village; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve said Push Tax; and

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of facts as if said recitals were fully set forth herein.

SECTION 2: That Title XI Chapter 113 of the Village of Tinley Park Municipal Code entitled "AMUSEMENTS" is hereby amended by deleting the following strikethrough language and adding the following underlined language as follows:

§113.37 VIDEO GAMING TERMINALS.

(A) License required. The licensing requirements shall be in accordance with Section §112.20 of this Village Code.

(B) The fees for such license shall be as provided in §112.20.

(C) Video Gaming Terminal: Any electronic video game machine that, upon insertion of cash, electronic cards or vouchers, or any combination thereof, is available to play or simulate the play of a video game, including but not limited to video poker, line up, and blackjack, as authorized by the Illinois Gaming Board utilizing a video display and microprocessors in which the player may receive free games or credits that can be redeemed for cash. The term does not include a machine that directly dispenses coins, cash, or tokens or is for amusement purposes only.

SECTION 3: That Title XI Chapter 125 of the Village of Tinley Park Municipal Code entitled "MUNICIPAL TAXES" is hereby amended by deleting the following strikethrough language and adding the following underlined language as follows:

AMUSEMENT TAX

§ 125.025 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

"AMUSEMENT." Any theatrical, dramatic, musical, or other types of concerts, or spectacular performance or show, or motion picture show, Video Gaming Terminal, or similar exhibition for public entertainment, in the village.

"PERSON." Any natural person, trustee, receiver, administrator, executor, conservator, assignee, trust in perpetuity, trust, estate, firm, partnership, joint venture, club, company, business, trust, domestic or foreign corporation, association, syndicate, society, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, or otherwise. Whenever the term "PERSON" is used in any section prescribing and imposing a penalty, the term as applied to associations shall mean the owners or part-owners thereof, and as applied to corporations, the officers thereof.

Play: Each individual push of the Video Gaming Terminal which initiates the simulation provided by the Video Gaming Terminal. Play shall not include the push of individual wager amounts.

selection of types of games on the Video Gaming Terminal or entry of any information or printing of winning receipts.

Terminal Operator: Any individual, partnership, corporation, or limited liability company that is licensed under the Video Gaming Act, 230 ILCS 40/1 et seq., and that owns, services, and maintains Video Gaming Terminals for placement in licensed establishments, licensed truck stop establishments, licensed large truck stop establishments, licensed fraternal establishments, or licensed veterans establishments.

§ 125.026 TAX IMPOSED.

(A) A tax is hereby levied and imposed upon all amusements within the village at the rate of 5% of the purchase price of a ticket of admission for each person entering the premises of a place of amusement for the purpose of witnessing, viewing or participating in the amusement. The tax herein levied shall be in addition to any and all other taxes.

(B) The ultimate incidence of and liability for payment of said tax shall be borne by the ticket user or purchaser.

(C) The tax hereby levied and imposed shall not apply to or be imposed upon the purchase price of tickets for those persons witnessing, viewing or participating in any amusement, the proceeds of which inure exclusively to the benefit of religious, charitable or educational institutions or organizations, or not-for-profit entities duly qualified under the laws of this state.

(D) The tax rate of 5% shall be effective for all amusements occurring on or after January 1, 2017.

(E) The tax rate of 4% shall remain in effect for all amusements occurring through December 31, 2016

(F) Video Gaming Push Tax. Except as otherwise provided by this Chapter, an amusement tax is imposed upon any person who participates in the Play of a Video Gaming Terminal that takes place within the jurisdictional boundaries of the Village of Tinley Park. The rate of the tax shall be equal to one cent (\$0.01) per Play on a Video Gaming Terminal. The Terminal Operator of a Video Gaming Terminal may separately itemize and charge each Person who Plays a Video Gaming Terminal. The tax imposed in this Chapter is in addition to all other taxes imposed by the State of Illinois or any municipal corporation or political subdivision thereof.

§ 125.027 PAYMENT AND COLLECTION OF TAX.

(A) The owner, manager, licensee or operator of each amusement shall bear, jointly and severally, the duty to collect the tax from each ticket user or purchaser. Every person required to collect the tax levied by this chapter shall secure said tax from the ticket user or purchaser at the time that he collects the price or charge for the ticket of admission. Whenever suitable, the amount of the tax shall be shown separately on each ticket of admission or the ticket shall indicate that the purchase price includes local taxes; provided, however, in no event shall tickets of admission printed prior to the effective date of this chapter be required to separately show the tax hereby imposed. The tax shall be paid to the Village Treasurer under procedures prescribed by the Village Treasurer and as otherwise provided by this chapter.

(B) Video Gaming Push Tax.

(1) It shall be the joint and several duty of every Terminal Operator of a Video Gaming Terminal(s) to secure from each Person participating in the Play of a Video Gaming Terminal the Push Tax imposed by this Chapter. For purposes of this Chapter, it shall be presumed that the amount of the Push Tax imposed on each Person, unless the taxpayer or tax collector provides otherwise with books, records, or other documentary evidence, has been collected from the Person by the Terminal Operator. Push Tax payments accompanied by tax returns prescribed by the Village shall be remitted to the Village on or before the 20th day of the month following the month in which payment for the Push Tax is made.

(2) Every Terminal Operator of a Video Gaming Terminal who is required to collect the Push Tax by this Chapter shall be considered a tax collector for the Village. All Push Tax amount collected shall be held by the Terminal Operator as trustee for and on behalf of the Village. The failure of the Operator to collect the tax shall not excuse or release the Person from the obligation to pay the tax. The ultimate incidence of the Push Tax shall remain on the Person and shall never be shifted to the Terminal Operator.

(3) Notwithstanding any other provision of this Chapter, in order to permit sound fiscal planning and budgeting by the Village, no person shall be entitled to a refund of, or credit for, the Push Tax imposed by this Chapter unless the person files a claim for a refund or credit within one (1) year after the date on which the Push Tax was paid or remitted to the Village.

(4) The Terminal Operator of any Video Gaming Terminal(s) shall be subject to audit, inspection, and record keeping provisions of this Code. It shall be unlawful for any Terminal Operator and/or Person to prevent, hinder, or interfere with the Village's Officials, employees, and/or agents designated to discharge their respective duties in the performance and enforcement of the provisions of this Chapter. It is the duty of every Terminal Operator of a Video Gaming Terminal(s) to keep accurate and complete books and records to which the Village's officials, employees, and/or agents will at all times have full access.

§ 125.028 ADMINISTRATION AND ENFORCEMENT.

(A) The Village Treasurer or his designated agent is designated as the administration and enforcement officer of the tax hereby imposed on behalf of the Village. It shall be the responsibility and duty of the Village Treasurer or his designated agent to collect all amounts due the village from the owners, managers, licensees and operators of amusements in the village. A sworn monthly amusement admission tax return, on a calendar month basis, shall be filed by each owner, manager, licensee or operator of each amusement in the village with the Village Treasurer or his designated agent, regardless of whether there is any tax due for the month covered by the return, on forms prescribed by him, showing the gross receipts from the amusement and the number of admission tickets sold and issued, the purchase price thereof and the tax imposed, if any. Said returns are to be filed by the last day of the month following the month covered by said return. The tax herein imposed due and owing shall accompany the return and shall likewise be due as of the last day of the month following the month covered by said return.

(C) The Village Treasurer or his designated agent may enter the premises of any amusement for the purposes of inspection and examination of its books and records for the proper administration of this chapter, and for the enforcement of the collection of the tax hereby imposed. It is unlawful for any person to prevent, hinder or interfere with the Village Treasurer or his designated agent in the discharge of his duties hereunder. It shall be the duty of every owner, manager, licensee or operator of any amusement to keep accurate a complete set of books and records, containing all information necessary for the collection of the tax herein imposed, to which the Village Treasurer or his designated agent shall at all times have full access, which records shall include a daily sheet showing:

- (1) The number of tickets of admission issued during the 24-hour period; and
- (2) The actual amusement tax receipts collected for the date in question.

(D) Video Gaming Push Tax Registration.

Every Terminal Operator of a Video Gaming Terminal(s) located in the Village of Tinley Park shall apply for registration as a tax collector with the Village no later than thirty (30) days after commencing such business or thirty (30) days after the effective date of the Ordinance imposing the Push Tax, whichever occurs later. The application shall be submitted to the Village on the forms provided by the Village and contain such information as reasonably required by the Village to impose, collect, and audit all amounts related to the Push Tax.

§ 125.029 SUIT FOR COLLECTION; REVOCATION OF LICENSE.

Whenever any person shall fail to pay any taxes herein provided, or when any owner, manager, licensee or operator of an amusement in the village shall fail to collect the tax hereby imposed from any person who has the ultimate liability for payment of the same, the Village Attorney shall, upon request of the village, bring or cause to be brought an action to enforce the payment of said tax on behalf of the village in any court of competent jurisdiction. If the Village President, after a hearing held by or for him, shall find that any amusement owner, manager, licensee or operator has willfully evaded his responsibility to collect the tax imposed by this chapter, he may suspend or revoke all village licenses, including but not limited to any liquor license issued to and held by such person. Said person shall have an opportunity to be heard at such hearing, to be held not less than five days after notice is given of the time and place thereof, addressed to him at his last known place of business. Pending notice, hearing and finding, any license of which such person may be possessed may be temporarily suspended by the Village President. Any suspension or conviction resulting from such hearing shall not relieve or discharge any civil liability for nonpayment of the tax due.

§ 125.030 INTEREST AND PENALTIES.

In the event of failure by any amusement owner, manager, licensee or operator to collect and pay to the Village Treasurer the tax required hereunder within ten days after the same shall be due, a penalty shall be assessed and interest shall become due, all in accordance with the provisions of § 41.04(B) and (C) of this code.

§ 125.031 DISPOSITION OF PROCEEDS OF TAX.

All proceeds resulting from the imposition of the tax under this chapter, including interest and penalties, shall be paid into the Treasury of the village and shall be credited to and deposited in the General Fund of the village.

SECTION 6: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 7: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 17th day of March, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 17th day of March, 2020.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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 Ordinance No. 2020-O-016, “AN ORDINANCE AMENDING TITLE XI CHAPTER 113 AND TITLE XI CHAPTER 125 PERTAINING TO AMUSEMENT TAXES,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on March 17, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of March, 2020.

KRISTIN A. THIRION, VILLAGE CLERK



Interoffice Memo

Date: March 12, 2020
To: Committee of the Whole
Cc: Dave Niemeyer, Village Manager
From: Hannah Lipman, Management Analyst
Subject: NIMEC Electric Aggregation Supply – Pumping Stations

As you are aware, the Village participates in a consortium with 140 other municipalities known as the Northern Illinois Municipal Electric Collaborative (NIMEC) to drive down pricing for residential and municipal electricity.

In addition to the Village's residential and small business electric aggregation program, NIMEC also goes out to bid for electricity pricing relating to municipal uses (pumping stations and street lighting accounts) on behalf of the entire consortium. With 140 communities that participate in NIMEC's consortium, aggregating the collective volume and bidding together achieves savings that would otherwise not be available if the accounts were bid individually.

The Village has five (5) accounts for various pumping stations that benefit from the collective bid. These accounts are not included in our electric aggregation program and instead bid separately because of the high level of electric consumption used to operate these pumping stations.

The current fixed rate for these accounts is 5.324¢/kwh. NIMEC received bids from Constellation, Dynegy, and MC Squared. Constellation won with the lowest bid results.

Below are the rates the Village received:

Member	Address	Current	1 year	2 year	3 year
Village of Tinley Park	164th & Harlem (Post 7)	5.324	4.6170	4.6680	4.6600
Village of Tinley Park	16296 So. 84th (Post 6)	5.324	4.6170	4.6680	4.6600
Village of Tinley Park	18301 S Ridgeland Ave (Post 2)	5.324	4.6170	4.6680	4.6600
Village of Tinley Park	6640 W 167th St	5.324	4.6170	4.6680	4.6600
Village of Tinley Park	171st St & 80th Ave (Post 5)	5.324	4.6170	4.6680	4.6600

The Village received the bid on March 2nd. Once the bid is received, the Village only has until the end of the business day to lock in the rates and execute the contract. Due to lack of advance notice of the bid date, this was unable to be discussed at a meeting prior to contract execution. However, given the historic lows of the market (pricing levels not seen in 20 years), the Village selected the three (3) year term at the rate of 4.66¢/kwh, beginning 4/30/20 and ending 4/30/23. In fact, 80% of consortium members also selected the three (3) year term.

Staff is requesting the Board affirm the Village Manager's authority to approve the agreement with Constellation NewEnergy, Inc.



**Agreement is Not
Valid Unless
Executed by Seller**

**Constellation NewEnergy, Inc.
Electricity Supply Agreement – Fixed Price Solutions**

VILLAGE OF TINLEY PARK ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. **We will apply all appropriate Taxes unless and until you provide a valid certification of tax exempt status.** Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1 Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Auction Revenue Rights Credits	Fixed
Capacity Costs	Fixed
Transmission Costs	Fixed
Transmission Loss Credits	Fixed
Line Loss Costs	Fixed
FERC Order 745 Costs	Fixed
Balancing Congestion Costs	Fixed
Transmission Reallocation Costs	Fixed

The contract prices contained in the Account Schedule include credit costs and margin. Any applicable RMR Costs are also included in the contract prices. Selecting "Transmission Costs" as "Fixed" means that these costs are included in your contract price and are not subject to change unless there has been a Change in Law pursuant to Section 5 of the General Terms and Conditions below. For clarity, we will not pass through any future changes in Transmission Costs based on the UDC's regular adjustments to Network Transmission Service and Transmission Enhancement rates.

Renewable Portfolio Standards Costs ("RPS Costs"). Pursuant to the Future Energy Jobs Bill (Illinois Public Act 099-0906) charges for RPS Costs are now collected as UDC Delivery Charges ("RPS UDC Charges"). If during the term of this Agreement, some or all of the RPS UDC Charges are no longer invoiced as UDC Delivery Charges, Seller will pass those charges through to Customer.

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Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the ISO-published Day Ahead Locational Based Marginal Price for the applicable residual zone ("LMP") + \$.016250/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). If you have elected to receive a single bill from us for one or more of the Account(s) served hereunder, we will invoice you for all UDC Charges and related Taxes for those Account(s) ("Seller Consolidated Billing"). If you have elected to receive a single bill from the UDC for one or more of the Account(s) served hereunder, the UDC will invoice you for all of our charges and all UDC Charges and related Taxes for those Account(s) ("UDC Consolidated Billing"). Otherwise, we will invoice you for all our charges and the UDC will invoice you for all UDC Charges and related Taxes for those Account(s) which we refer to as "Dual Billing." Initially all your Account(s) will be billed as follows, which may change based on your Account(s) eligibility: **Seller Consolidated Billing.** All amounts charged are due in full within sixty (60) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less; and we may withhold any payments due to the UDC until we receive such payments. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Illinois, your aggregate consumption and usage during any 12 month period is greater than 15,000 kilowatt-hours and that the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at CustomerCare@Constellation.com.

Authorization. You authorize the UDC to provide us with your historical and future energy billing and usage data (which includes your electricity usage levels for distinct time periods as short as 30 minutes, to the extent that this information has been recorded and retained by the UDC). This authorization is for purposes of the development and provision of current and future products or services in connection with the services contemplated in this Agreement, and will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-844-6-ENERGY. We reserve the right to cancel this Agreement in the event you rescind the authorization.

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Errors and omissions excepted. Std. Short Form_v.2010 Rev Nov-01-2017 ()

Sales Rep: Jason Bessert

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Printed: 3/2/2020

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Commonwealth Edison	COMED	1-800-334-7661

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: Village of Tinley Park

Signature: _____

Signature: David Niemeyer

Printed Name:

Printed Name: David Niemeyer

Title:

Title: Village manager

Address: 1001 Louisiana St. Constellation Suite 2300
Houston, TX 77002

Date: March 3, 2020

Attn: Contracts Administration

Address: 16250 OAK PARK AVE
TINLEY PARK, IL 60477-1600

Fax: 888-829-8738

Fax: 708-444-5099

Phone: 844-636-3749

Phone: 708-444-5000

Email: dniemeyer@tinleypark.org

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Errors and omissions excepted. Std. Short Form_v.2010 Rev Nov-01-2017 ()

Sales Rep: Jason Bessert

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Printed: 3/2/2020

General Terms and Conditions

1. Definitions.

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights Credits" means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution. If Auction Revenue Rights Credits are "Passed Through", such credits shall be reasonably calculated by us as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by an Account's applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by us.

"Balancing Congestion Costs" means any costs or charges imposed by the ISO in complying with the Federal Energy Regulatory Commission's Order on Rehearing and Compliance regarding Docket Nos. EL16-6-002, EL16-6-003 and ER16-121-001 (January 31, 2017).

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al, issued June 9, 2015).

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO residual zone identified in the Account Schedule.

"FERC Order 745 Costs" means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Fixed," the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or locational marginal price for the corresponding usage.

"Non Time Of Use" or "NTOU" means all hours of each day.

"Off Peak" means all hours other than Peak hours.

"Peak" means the hours designated as peak from time to time by the UDC.

"Renewable Portfolio Standards Costs" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law.

"RMR Costs" or "Reliability-Must-Run Costs" means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"Transmission Costs" means the charge for Network Transmission Service and Transmission Enhancement Charges, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs as defined below.

"Transmission Loss Credits" means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

"Transmission Reallocation Costs" means a charge or credit, as applicable, imposed by the ISO specifically for: (i) the Current Recovery Charges; and (ii) the Transmission Enhancement Charge Adjustments (each of (i) and (ii) as defined in the settlement agreement approved by FERC as of May 31, 2018 in Docket Number EL05-121-009 for the time periods identified therein and implemented in the OATT Schedule 12-C Appendices A and C, respectively, and as may subsequently be amended). Any modifications or conditions to the treatment of the Transmission Reallocation Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 below.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days

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written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if

such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution,

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delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and

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ACCOUNT SCHEDULE:

For: Village of Tinley Park

The Pricing set forth below is only valid until 5:00 PM Central Prevailing Time on March 2, 2020

**We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.
Please verify that your specific information is COMPLETE and ACCURATE.
Your review and acceptance of this information will help ensure accurate future invoices**

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 5

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
COMED	3613125002	0 Harlem Ave, 164th, Tinley Park, IL 60477-2738	04/30/20	04/30/23	\$0.04660
COMED	3670129006	16296 84th Ave, Tinley Park, IL 60487-1108	04/30/20	04/30/23	\$0.04660
COMED	3784068018	18301 Ridgeland Ave., Village Of Tinley Pk, Tinley Park, IL 60487-7727	04/30/20	04/30/23	\$0.04660
COMED	4373166015	6640 W 167th St, Village, Tinley Park, IL 60477	04/30/20	04/30/23	\$0.04660
COMED	5095140029	0 171st St, & 80th Ave, Tinley Park, IL 60477-2077	04/30/20	04/30/23	\$0.04660

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to Glenview Consulting Corp. ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Errors and omissions excepted. Std. Short Form_v.2010 Rev Nov-01-2017 ()

Sales Rep: Jason Bessert

G326956.3683.0

Printed: 3/2/2020



Interoffice Memo

Date: March 10, 2020

To: David Niemeyer – Village Manager
Brad Bettenhausen – Village Treasurer
Kevin Workowski - Public Works Director

From: Colby Zemaitis, PE, CFM – Village Engineer

Subject: Contract Award FY2021 PMP Resurfacing Program

Prepared for March 17th, 2020 Committee of the Whole and Village Board Meetings for consideration and possible action.

Description: The project entails approximately 9.2 miles of pavement improvements which include street resurfacing by heater scarification, HMA surface removal and replacement, pavement patching, miscellaneous concrete repairs, structure adjustments, pavement striping and other miscellaneous improvements in order to complete the project.

Five (5) bids were received and publicly read on February 27, 2020. The bid results are below and the bid tab is attached. The lowest, responsible bidder was Gallagher Asphalt Corporation in the amount of \$3,681,512.04.

<u>Contractor</u>	<u>Location</u>	<u>Bid Total</u>
Gallagher Asphalt Corporation	Thornton, IL	\$3,681,512.04
Iroquois Paving Corporation	Watseka, IL	\$3,992,261.86
D Construction Co.	Coal City, IL	\$4,266,786.36
PT Ferro Construction Company	Joliet, IL	\$4,345,642.07
Austin-Tyler Construction, Inc.	Elwood, IL	\$4,352,461.80

Engineer's Estimate **\$3,745,195.71**

Upon approval of the Village Board, the Contract Books will be submitted to Gallagher Asphalt for the required signatures and insurance documents. Robinson Engineering will then review those documents and when all the necessary items are addressed, they will then send the final Contract Books to IDOT for final signatures.

Budget / Finance: Funding in the amount of \$4,115,000 is available in the FY21 Budget for Design Engineering, Roadway Resurfacing, Construction, Material Testing and Construction Engineering.

Budget	\$4,115,000.00
Low Bid – Gallagher Asphalt	\$3,681,512.04
Engineering Base Fee	\$1,250.00
Negotiated Preliminary Engineering Fee (3.5%)	\$128,852.92
Negotiated Engineering Inspection Fee (6%)	\$220,890.72
Materials Testing Fee	<u>\$27,500.00</u>
	\$4,060,005.68

Under Budget - \$54,994.32

Staff Direction Request:

1. Approve the low bid and award the project to Gallagher Asphalt in the amount of \$3,681,512.04 for the 2020 PMP Resurfacing Project for the 9.2 miles of pavement improvements.
2. Direct Staff as necessary.

Attachments:

1. Bid Tab dated 2/27/20
2. Award letter from Robinson Engineering dated 2/27/20





Municipal Expertise. Community Commitment.

Van Calombaris, PE
Direct Line: (815) 412-2014
Email: vcalombaris@reltd.com

February 27, 2020

Project 20-R0005.01

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

Attn.: Mr. Michael Glotz, Village Trustee

RE: FY 2021 PMP Resurfacing Program- Section 20-00000-00-GM

Dear Mr. Glotz:

Bids were received and publicly read on Thursday February 27, 2020 at 10:01 AM for the above-mentioned project. The bid results are as follows:

<u>Contractor</u>	<u>Location</u>	<u>Bid Amount</u>
Gallagher Asphalt Corporation	Thornton, IL	\$3,681,512.04
Iroquois Paving Corp.	Watseka, IL	\$3,992,261.86
D. Construction Co.	Coal City, IL	\$4,266,786.36
P.T. Ferro Construction Co.	Joliet, IL	\$4,345,642.07
Austin Tyler Construction, Inc.	Elwood, IL	\$4,352,461.80
<i>Engineer's Estimate</i>		<i>\$3,745,195.71</i>

We have reviewed the bids and found them to be correct and in order; therefore, at this time we recommend that the Village award the contract to the low responsive responsible bidder, Gallagher Asphalt Corporation, in the amount of Three Million Six Hundred Eighty-One Thousand Five Hundred Twelve Dollars and Four Cents (\$3,681,512.04).

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

Respectfully yours,
ROBINSON ENGINEERING, LTD.

Van Calombaris, PE
Village Engineering Consultant
/vc

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xc: Kevin Workowski, Village Public Works Director
John Urbanski, Village Assistant Public Works Director
Colby Zemaitis, PE, CFM, Village Engineer
Kelly Mulqueeny, Village Street Superintendent

Local Public Agency: Village of Tinley Park _____ Date: 2/27/2020 _____
 County: Cook and Will _____ Time: 10:01 AM _____
 Section: 20-00000-00-GM _____ Appropriation: _____
 Estimate: \$3,745,195.71 _____

Attended By: Van Calombaris

Item No.	Item Description	Unit	QTY	Approved Engineer's Estimate		Gallagher Asphalt Corp.		Iroquois Paving Corp.		D. Construction, Inc.		P. T. Ferro Construction Co.		Austin Tyler Construction Inc.	
				Unit Price	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	34,699	\$0.01	\$346.99	\$0.01	\$346.99	\$0.01	\$346.99	\$0.01	\$346.99	\$0.01	\$346.99	\$0.01	\$346.99
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	2,099	\$7.50	\$15,742.50	\$0.01	\$20.99	\$7.50	\$15,742.50	\$12.00	\$25,188.00	\$0.01	\$20.99	\$0.01	\$20.99
40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	12,822	\$66.50	\$852,663.00	\$83.00	\$1,064,226.00	\$73.00	\$936,006.00	\$71.00	\$910,362.00	\$110.00	\$1,410,420.00	\$75.00	\$961,650.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	14,958	\$6.00	\$89,748.00	\$6.25	\$93,487.50	\$5.50	\$82,269.00	\$6.05	\$90,495.90	\$9.00	\$134,622.00	\$6.50	\$97,227.00
42400400	PORTLAND CEMENT CONCRETE SIDEWALK 7 INCH	SQ FT	168	\$8.00	\$1,344.00	\$7.25	\$1,218.00	\$6.50	\$1,092.00	\$7.15	\$1,201.20	\$11.00	\$1,848.00	\$10.00	\$1,680.00
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	SQ YD	6,602	\$1.30	\$8,582.60	\$2.50	\$16,505.00	\$1.50	\$9,903.00	\$2.20	\$14,524.40	\$3.00	\$19,806.00	\$2.00	\$13,204.00
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	4,512	\$15.00	\$67,680.00	\$16.50	\$74,448.00	\$13.20	\$59,558.40	\$13.20	\$59,558.40	\$0.01	\$45.12	\$17.00	\$76,704.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	38,961	\$7.50	\$292,207.50	\$6.50	\$253,246.50	\$9.00	\$350,649.00	\$8.65	\$337,012.65	\$7.50	\$292,207.50	\$11.00	\$428,571.00
44000600	SIDEWALK REMOVAL	SQ FT	17,923	\$2.00	\$35,846.00	\$2.00	\$35,846.00	\$2.00	\$35,846.00	\$2.20	\$39,430.60	\$2.50	\$44,807.50	\$3.00	\$53,769.00
44201735	CLASS D PATCHES, TYPE IV, 7 INCH	SQ YD	822	\$70.00	\$57,540.00	\$62.25	\$51,169.50	\$65.00	\$53,430.00	\$59.00	\$48,498.00	\$52.00	\$42,744.00	\$56.00	\$46,032.00
44201761	CLASS D PATCHES, TYPE I, 10 INCH	SQ YD	1,593	\$85.00	\$135,405.00	\$58.00	\$92,394.00	\$60.00	\$95,580.00	\$87.00	\$138,591.00	\$75.00	\$119,475.00	\$74.00	\$117,882.00
44201765	CLASS D PATCHES, TYPE II, 10 INCH	SQ YD	2,387	\$61.50	\$146,800.50	\$58.00	\$138,446.00	\$60.00	\$143,220.00	\$79.00	\$188,573.00	\$75.00	\$179,025.00	\$74.00	\$176,638.00
44201769	CLASS D PATCHES, TYPE III, 10 INCH	SQ YD	305	\$89.00	\$27,145.00	\$65.00	\$19,825.00	\$60.00	\$18,300.00	\$75.00	\$22,875.00	\$75.00	\$22,875.00	\$74.00	\$22,570.00
44201771	CLASS D PATCHES, TYPE IV, 10 INCH	SQ YD	1,144	\$87.00	\$99,528.00	\$65.00	\$74,360.00	\$60.00	\$68,640.00	\$74.00	\$84,656.00	\$65.00	\$74,360.00	\$74.00	\$84,656.00
48101200	AGGREGATE SHOULDERS, TYPE B	TON	251	\$30.00	\$7,530.00	\$60.00	\$15,060.00	\$35.00	\$8,785.00	\$35.00	\$8,785.00	\$35.00	\$8,785.00	\$44.00	\$11,044.00
550B0050	STORM SEWERS, CLASS B, TYPE 1 12"	FOOT	39	\$125.00	\$4,875.00	\$75.00	\$2,925.00	\$90.00	\$3,510.00	\$88.00	\$3,432.00	\$130.00	\$5,070.00	\$115.00	\$4,485.00
60234200	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	1	\$1,200.00	\$1,200.00	\$2,000.00	\$2,000.00	\$1,600.00	\$1,600.00	\$2,100.00	\$2,100.00	\$2,000.00	\$2,000.00	\$1,300.00	\$1,300.00

				Name of Bidder:		Gallagher Asphalt Corp.		Iroquois Paving Corp.		D. Construction, Inc.		P.T. Ferro Construction Co.		Austin Tyler Construction Inc.	
				Address of Bidder:		18100 S. Indiana Avenue		1889 E. US Hwy		1488 S. Broadway		700 S. Rowell Ave		23343 S. Ridge Road	
						Thornton, IL 60476		Watseka, IL 60970		Coal City, IL 60416		Joliet, IL 60434		Elwood, IL 60421	
				Approved Engineer's Estimate											
Item No.	Item Description	Unit	QTY	Unit Price	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	1,227	\$27.00	\$33,129.00	\$25.00	\$30,675.00	\$24.00	\$29,448.00	\$26.40	\$32,392.80	\$27.00	\$33,129.00	\$35.00	\$42,945.00
78001130	PAINT PAVEMENT MARKING - LINE 6"	FOOT	308	\$0.75	\$231.00	\$1.00	\$308.00	\$1.00	\$308.00	\$1.10	\$338.80	\$1.00	\$308.00	\$1.00	\$308.00
78001150	PAINT PAVEMENT MARKING - LINE 12"	FOOT	428	\$1.35	\$577.80	\$2.00	\$856.00	\$2.00	\$856.00	\$2.20	\$941.60	\$2.00	\$856.00	\$2.00	\$856.00
78001180	PAINT PAVEMENT MARKING - LINE 24"	FOOT	188	\$3.00	\$564.00	\$4.50	\$846.00	\$4.00	\$752.00	\$4.95	\$930.60	\$4.50	\$846.00	\$4.50	\$846.00
LR400510	REJUVENATING AGENT	GALLON	30,532	\$0.01	\$305.32	\$0.01	\$305.32	\$0.01	\$305.32	\$0.01	\$305.32	\$0.01	\$305.32	\$0.01	\$305.32
LR400520	HOT IN-PLACE RECYCLING - SURFACE RECYCLING	SQ YD	152,664	\$3.50	\$534,324.00	\$3.80	\$580,123.20	\$4.00	\$610,656.00	\$4.10	\$625,922.40	\$4.50	\$686,988.00	\$4.15	\$633,555.60
R5001000	RUBBER ADJUSTING RINGS	EACH	361	\$10.00	\$3,610.00	\$40.00	\$14,440.00	\$0.01	\$3.61	\$62.70	\$22,634.70	\$0.01	\$3.61	\$0.01	\$3.61
R5001002	STEEL ADJUSTING RINGS	EACH	23	\$150.00	\$3,450.00	\$150.00	\$3,450.00	\$185.00	\$4,255.00	\$203.50	\$4,680.50	\$175.00	\$4,025.00	\$160.00	\$3,680.00
R6005005	COMBINATION CURB AND GUTTER REPLACEMENT	FOOT	37,734	\$22.50	\$849,015.00	\$17.00	\$641,478.00	\$25.50	\$962,217.00	\$22.00	\$830,148.00	\$17.00	\$641,478.00	\$30.00	\$1,132,020.00
X0326144	TACTILE/DETECTABLE WARNING SURFACE	SQ FT	1,487	\$20.00	\$29,740.00	\$20.00	\$29,740.00	\$18.00	\$26,766.00	\$19.80	\$29,442.60	\$14.00	\$20,818.00	\$20.00	\$29,740.00
X0326741	REPLACE FRAMES AND ADJUSTMENTS, 4"	EACH	10	\$400.00	\$4,000.00	\$425.00	\$4,250.00	\$240.00	\$2,400.00	\$577.50	\$5,775.00	\$325.00	\$3,250.00	\$400.00	\$4,000.00
X0326741	REPLACE FRAMES AND ADJUSTMENTS, 7"	EACH	26	\$400.00	\$10,400.00	\$425.00	\$11,050.00	\$270.00	\$7,020.00	\$660.00	\$17,160.00	\$325.00	\$8,450.00	\$475.00	\$12,350.00
X2110104	TOPSOIL FURNISH AND PLACE, 4" (SPECIAL)	SQ YD	15,352	\$0.50	\$7,676.00	\$0.01	\$153.52	\$0.01	\$153.52	\$5.50	\$84,436.00	\$0.01	\$153.52	\$0.01	\$153.52
X2520700	SODDING, SPECIAL	SQ YD	15,352	\$1.00	\$15,352.00	\$0.01	\$153.52	\$0.01	\$153.52	\$13.20	\$202,646.40	\$0.01	\$153.52	\$0.01	\$153.52
X4230720	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH, SPECIAL	SQ YD	601	\$65.00	\$39,065.00	\$70.00	\$42,070.00	\$60.00	\$36,060.00	\$66.00	\$39,666.00	\$105.00	\$63,105.00	\$73.00	\$43,873.00
X4401198	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	74,905	\$1.50	\$112,357.50	\$1.80	\$134,829.00	\$2.00	\$149,810.00	\$1.20	\$89,886.00	\$2.00	\$149,810.00	\$1.25	\$93,631.25
X6026624	VALVE BOXES TO BE ADJUSTED (SPECIAL)	EACH	13	\$150.00	\$1,950.00	\$125.00	\$1,625.00	\$385.00	\$5,005.00	\$82.50	\$1,072.50	\$225.00	\$2,925.00	\$135.00	\$1,755.00
Z0004522	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 6"	SQ YD	3,911	\$45.00	\$175,995.00	\$45.00	\$175,995.00	\$45.00	\$175,995.00	\$37.00	\$144,707.00	\$80.00	\$312,880.00	\$46.00	\$179,906.00
Z0017400	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	261	\$270.00	\$70,470.00	\$240.00	\$62,640.00	\$320.00	\$83,520.00	\$550.00	\$143,550.00	\$200.00	\$52,200.00	\$250.00	\$65,250.00
Z0017700	DRAINAGE & UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	11	\$800.00	\$8,800.00	\$1,000.00	\$11,000.00	\$1,100.00	\$12,100.00	\$1,320.00	\$14,520.00	\$500.00	\$5,500.00	\$850.00	\$9,350.00
				TOTAL:	\$3,745,195.71		\$3,681,512.04		\$3,992,261.86		\$4,266,786.36		\$4,345,642.07		\$4,352,461.80

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2020-R-0031

**A RESOLUTION DECLARING
THE VILLAGE'S OFFICIAL INTENT
TO REIMBURSE EXPENDITURES
(Proposed 159th and Harlem TIF District)**

**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-031

**A RESOLUTION DECLARING
THE VILLAGE'S OFFICIAL INTENT
TO REIMBURSE EXPENDITURES
(Proposed 159th and Harlem TIF District)**

WHEREAS, the Village of Tinley Park (the "Village") is authorized, under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (the "TIF Act"), to finance redevelopment project costs, as defined in Section 3(q) of the TIF Act, 65 ILCS 5/11-74.4-3(q), (the "TIF Project Costs"), in connection with redevelopment project areas established in accordance with the requirements set forth in the TIF Act; and

WHEREAS, on March 3, 2020, the President and Board of Trustees of the Village authorized moving forward with a feasibility study under the TIF Act (the "Feasibility Study"), to determine if the area set forth on **Exhibit A**, attached hereto and made part hereof, (the "Study Area"), may be designated as a redevelopment project area under the TIF Act; and

WHEREAS, as a result of the authorization of the Feasibility Study, the Village will be expending funds for TIF Project Costs which, if the Study Area is established as a TIF district pursuant to the TIF Act, would be reimbursable from TIF incremental revenues generated from properties within the Study Area (the "TIF Expenditures"); and

WHEREAS, the Village reasonably expects to reimburse itself for said TIF Expenditures from TIF incremental revenues generated by properties within the Study Area (the "TIF Revenues") and/or from the proceeds of debt obligations to be issued by the Village (the "Debt Obligations") in relation to said TIF Expenditures, should a TIF district be established in the Study Area, in an amount not to exceed \$3,000,000; and

WHEREAS, the Village, acting on its own behalf, expects to issue Debt Obligations relative to the TIF Expenditures, and to use the proceeds thereof to reimburse itself for, or pay the costs of, the TIF Expenditures;

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: That the recitals set forth above are hereby incorporated herein by reference and made a part hereof.

SECTION 2: That the Village hereby declares its official intent to use the TIF Revenues and/or the proceeds of the Debt Obligations, in an amount not to exceed \$3,000,000, for the purpose of paying, or reimbursing the Village for, the TIF Expenditures, and to issue said Debt Obligations in relation thereto.

SECTION 3: That the Village reasonably expects to reimburse itself from the TIF Revenue and/or the proceeds of said Debt Obligations, issued by or on behalf of the Village, for costs of the TIF Expenditures paid prior to the receipt of said TIF Revenues or the issuance of said Debt Obligations.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this 17th day of March, 2020, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 17th day of March, 2020.

Village President

Village Clerk

EXHIBIT A

PROPOSED 159TH AND HARLEM TAX INCREMENT FINANCE (TIF)

STUDY AREA MAP

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-031, “**A RESOLUTION DECLARING THE VILLAGE’S OFFICIAL INTENT TO REIMBURSE EXPENDITURES (Proposed 159th and Harlem TIF District)**,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on March 17, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of March, 2020.

KRISTIN A. THIRION, VILLAGE CLERK



Interoffice Memo

Date: March 13, 2020

To: Village Board
David Niemeyer – Village Manager
Brad Bettenhausen – Village Treasurer/Finance Director

From: Andrew Brown – Assistant Village Treasurer/Assistant Finance Director

Subject: **FY 2021 Draft Line Item Budget Revisions**

The Village board provided feedback on the 2021 draft budget presented on March 10, 2020. The itemized changes to the draft budget are included below.

Capital Expenditure Requests

Capital Expenditures to be removed:

- a. Police (facilities/buildings p.82) - Workout Room Floor - **\$26,500 removed**
- b. Fire Suppression (p. 83) - Chevy Silverado (#46) - **\$54,815 removed**
- c. Fire Suppression (p. 83) - Chevy Tahoe (#4604) - **\$59,762 removed**
- d. Fire Suppression (facilities/building p. 83) - **\$22,000 removed**
- e. PW Municipal Building (public safety p. 88) – Renovate Public Safety Building 911 Kitchen cab, floor, furniture) - **\$25,000 removed**
- f. PW Municipal Building (police department p. 88) – Paint Floor in Shooting Range (Total Project bid \$193,000 incl floor, budget will provide funding of \$208,000) – **\$26,500 removed**
- g. PW Municipal Building (police department p. 88) – Additional Funds for Shooting Range renovation (reduce \$70,000 to \$55,000) – **\$15,000 removed**

Capital Expenditures to be added:

- h. EMA (p. 84) - **\$53,000 added**
- i. PW Municipal Building (facilities VH p. 87) - Lobby and Restrooms - **\$80,000 added**
- j. PW Municipal Building (facilities VH p. 87) – Lunchroom - **\$20,000 added**
- k. Street Projects – (Cook County p.110) – Increase 175th Utilities Relocation to (Previous \$3.5mil to be funded through a proposed bond issue) - **\$5.0 mil**

Please see the updated, full capital expense summary table with the stated changes implemented

Department	Original Request	OVM Review	Recommendation to Board	Revised Budget	Page
Board	-	-	-	-	78
Manager	-	-	-	-	78
Clerk	50,740	30,710	30,710	30,710	78
General Overhead	-	-	-	-	79
Finance	1,431,165	1,431,165	1,431,165	1,431,165	79
Information Technology	595,513	595,513	595,513	595,513	80
Police	1,098,806	718,806	718,806	692,306	81-82
Fire Suppression	287,920	230,477	230,477	93,900	83
Fire Prevention	160,612	160,612	160,612	160,612	83
EMA	274,000	116,000	116,000	169,000	84
EMA - Telecomm	5,775	5,775	5,775	5,775	84
Streets (Road & Bridge) Department	1,845,580	763,180	763,180	763,180	85
Electrical Department	1,389,500	1,389,500	830,000	830,000	86
Municipal Buildings	3,079,683	2,436,203	2,424,203	2,457,703	87-88
Community Development/Bldg	387,000	126,000	100,000	100,000	89
Marketing & Communications	2,414,155	1,139,154	989,154	989,154	89
Village and PACE Bus	75,000	75,000	75,000	75,000	90
Commissions	-	-	-	-	90
Integrated Department Initiatives	1,603,393	1,603,393	1,603,393	1,603,393	90
Other	-	-	-	-	
Water and Sewer Fund	10,866,060	10,866,060	2,915,060	2,915,060	102-105
Commuter Parking Lot Fund	434,300	274,300	274,300	274,300	106
E911 Fund	10,000	10,000	10,000	10,000	107
Hotel/Motel Fund	-	-	-	-	107
TIF Funds	20,545,326	20,515,326	17,252,726	17,252,726	108-109
Street Projects	16,655,502	13,275,500	5,595,500	5,595,500	110-111
Public Landscaping, Beautification Projects	754,070	40,000	40,000	40,000	112



Building Projects	1,240,000	1,000,000	1,000,000	1,000,000	112
Flood Control Projects	2,143,395	736,358	736,358	736,358	112
Total Requests including carryovers	\$ 67,347,495	\$ 57,539,032	\$ 37,897,932	\$ 37,821,355	

Proposed Bond Issue

Staff is currently assembling information on this topic for later discussion after budget. Municipal interest rates are at incredibly low levels – among the lowest I can recall over my 36 years in this field. “Cliff Notes” to that future discussion: If the Village were to issue bonds for no more than \$10m, they can be Bank Qualified (BQ) which expands the market a little to sell the bonds to banks who receive a special tax benefit for investing in BQ municipal bonds. True Interest Cost (TIC) currently would likely range from 2.15% to 2.35%. If the bond issue exceeds \$10m (not bank qualified or NBQ) the TIC would likely range from 2.21% to 2.41%, so not a significant difference in interest/financing costs. Because of the costs associated with a bond issuance, and this minimal difference in anticipated interest costs, it would likely be in the Villages’ best interest to do one larger NBQ issue, than two smaller BQ issues. Staff has identified more than \$10m of projects to potentially finance with bonds, and this list may grow, so a NBQ issue could make more sense. However, the key is that the projects to be financed really need to be “shovel ready” as we go to issue the bonds, or ready to start very soon thereafter. Ideally, spending out the bond proceeds on the projects within 24 months prevents interest arbitrage. More information will follow, including, the anticipated calendar relative to a bond issuance and potential funding sources to support the debt service from sources other than property taxes.

Trustee Questions

Attached to this email (**Attachment “A”**) is a compilation of the questions submitted by the board for further clarification.

In closing, I would be remised not to address what is happening in the United States and globally concerning the COVID-19 pandemic and uncertain financial markets reacting to this crisis. The Village has emergency action plans that can be put into place, more specifically financial action plans. Currently, or in a future crisis, staff is monitoring the situation with the flexibility to reduce, delay or eliminate expenditures from the operating and/or proposed budget. Staff will continue to analyze financial impacts in the current budget year and into the next fiscal year.

The Village has built strong reserves that allow operations to continue and provide core, essential services, even if revenue streams are temporarily or permemnetly impacted. The Village can not change what has or will happen, but it has the ability as needed to lessen the impact of the situation.

Please do not hesitate to contact the Finance Department if the board has any additional questions or need clarification on any item, it’s what we are here for.



ATTACHMENT "A"

FY 2020-21 Draft Budget Questions

#1 – (p. 2) Village Manager- Training A/C 72140 current year detail expenses (\$15,000), 2021 budgeted detail (\$9,000)

ANS: Six Sigma training in current year. Village Wide training (Ethics) to be completed in FY 2021.

#2 – (p. 13) Police Patrol – Overtime A/C 71112 Current Year detail (\$1,115,000) and 2021 Budget (\$1,120,000) why so high?

ANS: Currently, the Police Department has 4 officers in training, and one in the academy. They have all 69 positions filled. The trend over the past year has been decreasing. At the beginning of FY20, the average overtime per pay period was about \$50,000. It has steadily decreased to about \$30,000 per pay period currently. The FY 2021 Budget has accommodated resources, if approved, to hire an additional 3 patrol officers above the staffing listed.

#3 – (p. 16) Police Music Theatre – Overtime A/C 71112 Current Year detail (\$156,341) and 2021 Budget (\$390,000) why so high?

ANS: The management structure for the events at the music theatre has been assessed and a new plan will be implemented to reduce overtime costs. The trend amount has been budgeted for the fiscal year to provide adequate funding if the new plan requires changes or other modifications to provide public safety during the events. The Village is anticipating greater revenue from the reimbursement to provide Police services, the budgeted revenue for FY 2021 increased over \$200,000.

#4 – (p. 18) Fire Department – Telephone A/C 72120 detail on current year expenses (\$26,000)

ANS: The Village is currently replacing all the copper circuit lines still in service. The cost of a copper circuit has doubled in the last several years to \$1,345.78 / month and is a pass-through cost from the carrier to the Village. As the Village replaces these lines with microwave and fiber replacements the costs will decrease. Currently the Village has 8 such lines remaining, 2 will be disposed of by mid-April, 2020. The Village intends on eliminating an additional 2 lines within FY 2021.

#5 – (p. 18) Fire Department – Meeting/Conference A/C 72170 detail on 2020 Budget (\$9,450), current year (\$5,000) and 2021 Budget (\$15,500)

ANS: The increase in this line item is due to a reduction in the Travel line item. For consistency, the Village has moved to a standard where total expenses of a conference are to be provided under a single account to be reflected in whole. Any travel expenses will be allocated to the Meetings/Conferences account relating to the cost of the event.

#6 – (p. 18) Fire Department – R&R Furniture/Fixtures A/C 72524 detail on 2020 Budget (\$17,700), current year (\$10,000) and 2021 Budget (\$12,700)

ANS: The budget was cut \$5,000 from FY 2020 to FY 2021 to reduce expenditures. The \$10,000 spent in 2020 was for furniture cleaning, mattress covers, chair replacements and repairs as needed.

#7 – (p. 20) Fire Prevention - Meeting/Conference A/C 72170 detail on 2021 Budget (\$8,810)

ANS: See answer to question #5.

#8 – (p. 24) EMA Comm – Overtime A/C 71112 detail on current year (\$195,000) and 2021 Budget (\$240,000)

ANS: The management structure for events has been assessed and a new plan will be implemented to reduce overtime costs. The trend amount has been budgeted for the fiscal year to provide adequate funding if the new plan requires changes or other modifications to provide public safety during the events.

#9 – (p. 24) EMA Comm – Meeting/Conference A/C 72170 detail on current year (\$9,000) and 2021 Budget (\$10,350)

ANS: The year-end estimate is not considering other expense reimbursements. Annual Conference for EMA has been postponed. Keeping the budgeted amount at \$10,350 the same as last FY seems reasonable for FY21.

#10 – (p.27) PW – Road and Bridge –Contract Landscaping A/C 72881 detail on Current year over budget (\$486,970 vs \$520,000) and increase in 2021 Budget (\$581,258)

ANS: Contracted work will be continued and expanded into FY2021. Main expenditure growth in bed maintenance.

#11 – (p. 87) Capital Muni Buildings – “Replace VH Entry Plaza” what is the proposal for \$19,680, what would be the finished product?

ANS: Attached Exhibit “A”

#12 - (p. 104) Water & Sewer Capital – “Paint Elevated Tank” Will the assets be able to sustain another year of deferral?

ANS: Yes, maintenance can be performed to allow this item to be deferred for another fiscal year but remains a high priority for FY 2022

#13 – (p. 93) Can the Village Budget a 4th Patrol Officer Hire in FY 2021?

ANS: The Village anticipates 4 to 7 retirements in the Police Department during FY 2020/21. The 3 officers budgeted in FY 2021 in addition to those retirements being re-staffed. The Police Department will be responsible for hiring and training 7-10 new officers in a single fiscal year. This in itself will be challenging. Adding additional bodies to this pool would increase the challenge to get the officers all on board and on the street.

#14 – (p. 88) Can the Village budget the ballistic window film?

ANS: The Police Department already has protected windows at the counter. The Ballistic window film would go over the exterior windows of the Police building, none of the municipal buildings

throughout the Village have the window film installed. The window film does not make the windows "bullet proof." It would seem that adding such film could be better justified at the Village Hall or other municipal buildings as a priority over the Police Department.

#15 – (p. 88) Is the capital item for flagpoles at the convention center accurate?

ANS: Yes, the flagpole quote is accurate.

#16 – (p. 115) 2021 Sales Tax was down 2% on the revenue side but the home rule sales tax was up. I would think those would go hand in hand, so what is the difference?

ANS: In general, Home Rule Sales Tax (HMR) tends to track about 41% of our regular 1% sales tax. However, this can, and does, vary from month to month.

As has been shared, a substantial portion of our sales tax base is derived from automobile sales. Automobile sales, and grocery and drugs, are not subject to our 0.75% Home Rule Sales Tax (HMR).

In the monthly financial reports this year, our monthly sales tax revenues have been less than the comparable prior year in 10 of the last 16 months indicating that the economy is a little in flux. The monthly HMR taxes have been less than the comparable prior year in only 8 of the last 16 months. This is indicative that a chunk (yes, a technical term) of the sales tax decrease is attributable to segments of retail sales not subject to our HMR tax (grocery, drugs, and vehicles).

A modest decrease is projected in the general sales taxes based on the trends we have been seeing in sales, and evaluating other indicators of our economy, with vehicles leading that parade. While the Village has some interest from new businesses looking to locate in Tinley Park, nothing has solidified at this point. If they do move forward, they are likely to only impact a portion of the upcoming year's sales tax revenues. They have not been factored into the FY21 projections.

During FY21, the Village will begin to see changes in the State's sales tax laws, this will impact both regular and HMR sales taxes, as well as a negative impact on the Use Tax distributions we receive on a per-capita basis. These changes are requiring more internet and out of state retailers to charge and collect either the Use Tax or the local sales tax rate depending on certain sales thresholds. If a retailer is required to collect the local sales tax rates, they will be calculating the applicable tax rate based on the delivery point of the sales transaction. This typically requires the retailer to subscribe to a tax service that maintains a database of all the local sales tax rates applicable not only in Illinois, but every other state since other states have already had such tax regulations in place for several years.

In short, between the economic factors, and the impacts created by the changing tax laws, are going to have an impact on projected revenues both positive and negative, and it is anticipated that the "mix" of regular (1%) and HMR (0.75%) sales tax (the approximate 41% relationship) will change. Thus, the variance in the two budget items. Additionally, percentages tend to skew a little due to the size of the numbers involved in calculating the change metric. HMR tax, is a lesser total dollar amount than the regular sales tax.

The Village won't even see the full impacts the current COVID-19 "dust up" has had on the local economy for several months, and there is currently no telling how long those impacts will be felt. Realistically, Staff will re-evaluate revenue projections and subsequently expenditures as the

outfalls of this issue continue to unfold and deepen the economic impacts across the nation and the world.

#17 – (p. 125) Fire Alarm Fund had Interest – I/P increasing 45%, but the General Fund was 16% increase. What would cause this discrepancy?

ANS: Interest earnings are a function of both the money earned by the Village on its idle funds (subject to market fluctuations over time), and the monies in any given fund. Earnings are allocated on a weighted average balance of money in each fund on a monthly basis. Balances in individual funds can vary significantly over the course of a year, and the General Fund being the largest has the greatest fluctuations.

From a budgetary perspective, staff generally does not look to interest to be a primary source of revenue to support the planned expenditures in a fund, but rather a “bonus” – recognizing that there can be volatility in rates, etc. So, the budget numbers are typically very conservative to reality. For example, in the General Fund, the Village budgeted \$300k in revenue for FY20, and the estimated actual to come in around \$480k.

The Fire Alarm fund has several things in play. First, percentages can be skewed relative to dollar amounts. That is part of the factor here, the percentage is calculated from a significantly smaller base than General Fund.

The Fire Alarm Fund had a budget of \$22k for FY20, and year end is projected to come in at \$37k. FY21 budget is set at \$32k which produces the 45% increase. But, again, the dollars are a fraction of what we are dealing with in the General Fund, so comparing the percentages really becomes somewhat meaningless as they are not apples to apples, even though they are for a common category of “interest.”

#18 – (p. 90) Can you provide the backup material on the Fiber Optic between the Train Station and the Water tower?

ANS: See project “I” listed on the CIM Plan document prepared by Municipal Services Consulting. Exhibit B

Additionally, this project is part of a master plan for a fiber ring for Village uses. First phase was fiber from Village Hall to Public Safety Building. Second Phase extended fiber to PD and PWG (public works garage). A third phase took the fiber to the Public Library and 80th Train Station. Next leg is to take it from the Train Station to the water tower on Cloverview. This would enable the Village to eliminate some phone line based connectivity between locations, and communication currently done through directional antennas and microwave. A subsequent run would be from the water tower back likely to Public Safety building to “loop” the fiber linages, not like we do with watermains to minimize the impact of a point of failure. Later extension legs could be to Fire Station 3 (48), Fire Station 2 (47), and Fire Station 4 (49).

#19 – (p.83) For the Capital Expenditure for the Records Management System for Fire Prevention can you provide the backup material?

ANS: See attached memo (Exhibit C). This is the replacement of the FireHouse software that the Department has been using to track activity and prepare required reporting to the State. As was noted at the meeting, the company that created the software has gone out of business leaving the software without support for maintenance and upgrades.

#20 – (p.86) What is the best estimate cost of the shared cost of the LED Lights at the Odyssey Country club subdivision amongst its tenants?

ANS: The proposal for replacing all the Odyssey street lights at one time is \$520,000. This project entails replacement of all existing fixtures with Village standard aluminum poles (not the decorative poles like on OPA) and LED light heads, including all wiring installed in ducts (original wiring was direct bury aluminum wiring that has proven not as reliable as traditional copper).

Attached, Exhibit D, is a copy of the memo from 2017 relative to the resurfacing of the streets, which gives background on the origin and history of this arrangement. Unfortunately, the agreement is somewhat one sided, in that terminating the arrangement means that the streets get transferred to the Village to carry the whole burden without the revenue arrangement. This memo did NOT discuss the street lighting, which at that time was believed to not be covered by the agreement. It was subsequently learned that we had been paying the electricity for the lighting since inception, making it difficult to support that argument.

It is presently clear, that the established revenue stream, and accumulated resources CANNOT support this “once and done” replacement proposal. Staff will be doing further analysis following conclusion of the budget to determine a phasing plan, and other options (including discussing possible support from the Odyssey Homeowner Associations (and ultimately their residents)).

#21 - (p. 90) Replaced Aged Microwave Systems - 30-75812 – Can you provide the backup material for this? If there is a point of contact to discuss this with that would be great too.

ANS: See project C listed on the CIM Plan document prepared by Municipal Services Consulting, Exhibit B. Some of the Village radio communications and network links are supported by microwave antennas at various locations through the Village. This is part of a program of systematically replacing older equipment to keep technology current and supportable. Routine electronics infrastructure maintenance.



TINLEY PARK VILLAGE HALL ENTRY PLAZA

16250 Oak Park Avenue, Tinley Park, Illinois
 Proposal for Landscape Architecture Services
 for the Village of Tinley Park
 Project No. 8419
 September 20, 2018

PROJECT UNDERSTANDING

The Village of Tinley Park (Village) is seeking professional landscape architecture services for the preparation of a landscape plan, construction documents, bidding and negotiations, and contract administration for the plaza located in front of the main entry at the Village Hall in Tinley Park, Illinois. The project design shall include removal of existing walls, sidewalks and turfgrass, a new concrete and turf grass plaza area, and plantings around the perimeter areas. In response, *site design group, ltd. (site)* proposes to provide the following services:

1.00 SCHEMATIC DESIGN

- 1.01. Kick-Off Meeting: *site* shall participate in a Kick-Off Meeting with the Village to review the proposed program and evaluate it in respect to the proposed scope, budget and schedule to make recommendations.
- 1.02. Site Review & Evaluation: *site* shall review the site and existing conditions, data and documents related to the landscape restoration and design. *site* shall be provided with engineering drawings and a topographic land survey in electronic format compatible with AutoCAD for *site's* use on this project.
- 1.03. Concept Design: *site* shall develop a conceptual landscape plan showing restoration and landscape enhancement plans.
- 1.04. Preliminary Cost Estimate: *site* shall prepare a preliminary opinion of probable construction costs for landscape related elements and/or systems contained within this scope based on experience and qualifications representing professional's best judgment. *site* cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from *site's* opinions or estimates of probable construction cost.
- 1.05. Review Meeting: *site* shall participate in one (1) Client review meeting in this phase.

2.00 DESIGN DEVELOPMENT

- 2.01. Design Development: From the approved concept design in the previous phase, *site* shall work with the Village to refine the design, phasing, layout, dimensions, details, and select materials.
- 2.02. Review Meeting: *site* shall participate in one (1) Client review meeting in this phase.

3.00 CONSTRUCTION DOCUMENTS

- 3.01. Landscape Drawings: *site* shall refine the design drawings with notations, dimensions and detailing suitable for bidding, procurement, construction, and installation. Landscape Planting Drawings shall show planting bed, tree, shrub,

seeding and plug installation locations. Plant schedule shall show quantities, species and sizes of plant material. Site furnishing drawings shall include pathway and signage details.

- 3.02. Technical Specifications: *site* shall prepare technical specifications for all new construction work for this project designed in this scope of work. Technical sections shall be provided for inclusion into a complete Project Manual. Front end project requirements shall be provided by the Village.
- 3.03. Cost Estimate Revisions: *site* shall revise the preliminary opinion of probable construction costs for landscape related elements and/or systems contained within this scope based on experience and qualifications representing professional's best judgment.
- 3.04. Review Meetings: The design shall be submitted to the Village for review and comments. *site* anticipates one (1) Client review meeting in this phase.

4 .00 BIDDING AND NEGOTIATIONS

- 4.01. Pre-Bid Meeting: *site* shall attend one (1) Pre-Bid Meeting.
- 4.02. Addenda Q&A: *site* shall be available to answer questions from bidders regarding the landscape design during the bidding process. Addenda shall be prepared to clarify or modify the construction documents. Addenda prepared for changes to the approved design intent shall be considered additional services.
- 4.03. Bid Review & Recommendation: *site* shall receive and review bids. *site* shall prepare a summary of bid results and make a recommendation to the Village.

5 .00 CONTRACT ADMINISTRATION

- 5.01. Preconstruction Meeting: *site* shall participate in a preconstruction meeting at the project site.
- 5.02. Site Visits: During construction, *site* shall make up to eight (8) site visits to review completion of the work in accordance with the foregoing plans and specifications prepared by *site*. Additional field visits shall be made upon request on a Time and Expense basis.
- 5.03. Submittal Review: *site* shall be available to review relevant submittals made by the Contractor for the items required by the Project Manual. *site* shall respond to contractor Requests For Information (RFI's) regarding the construction documents and the design intent.
- 5.04. Punch List: *site* shall visit the site at Substantial Completion and prepare a Punch List for final acceptance of work still requiring completion. *site* shall visit the site for a review of completed punch list items. *site* shall collect from contractor the project record documents and other close out items.

PROPOSED FEES

site shall provide Professional Services for the referenced project as outlined above and per the attached Detailed Fee Proposal based on Time and Expenses estimated at **Nineteen Thousand Six Hundred Eighty Dollars and No Cents (\$19,680.00)** plus reimbursable expenses.

Exceptions to this Proposal: Architecture, Civil, Structural, Electrical, Mechanical, Plumbing, etc.

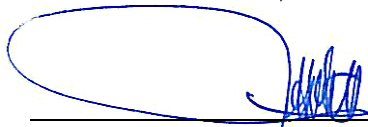
PROFESSIONAL SERVICES AND RATES

All Additional Services for this project beyond this Scope of Services shall be performed on a time and expense basis using the following hourly rates plus reimbursable expenses:

Principal In Charge	\$200.00
Project Manager/ Architect	\$120.00
Project Designer	\$110.00
Draftsperson	\$90.00
Technical Aide/ Administrative	\$75.00
Staff Loan/ Arborist.....	\$90.00

Reimbursable Expenses as actual expenditures made in the interest of this project (plotting, reproduction costs, shipping and handling of Drawings & Documents, transportation, etc.) shall be billed at the amount billed site.

Submitted by:
SITE DESIGN GROUP, LTD.



Robert K. Sit, Principal

September 20, 2018

Date

Accepted by:
VILLAGE OF TINLEY PARK

Authorized Signature

Date

TINLEY PARK VILLAGE HALL ENTRY PLAZA
16250 Oak Park Avenue, Tinley Park, Illinois
 Proposal for Landscape Architecture Services
 for the Village of Tinley Park
 Project No. 8419
 September 20, 2018

site design group, ltd.	Qn	Principal in Charge		Project Designer		Staff Loan/ Arborist		CAD Operator/ Draftsperson		Technical Aide		Subtotals	
		Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee
			\$200		\$110		\$90		\$90		\$75		
1.00 SCHEMATIC DESIGN													
1.01 Kick Off Meeting			\$0		\$0	1	\$90		\$0		\$0	1	\$90
1.02 Site Review & Evaluation			\$0		\$0	2	\$180	2	\$180		\$0	4	\$360
1.03 Concept Design		1	\$200	8	\$880	4	\$360	16	\$1,440		\$0	29	\$2,880
1.04 Preliminary Cost Estimate			\$0		\$0	2	\$180		\$0		\$0	2	\$180
1.05 Review Meeting	1		\$0		\$0	2	\$180		\$0		\$0	2	\$180
Phase Subtotal		1	\$200	8	\$880	11	\$990	18	\$1,620	0	\$0	38	\$3,690
2.00 DESIGN DEVELOPMENT													
2.01 Design Development		1	\$200	16	\$1,760	8	\$720	24	\$2,160		\$0	49	\$4,840
2.02 Review Meeting	1		\$0		\$0	2	\$180		\$0		\$0	2	\$180
Phase Subtotal		1	\$200	16	\$1,760	10	\$900	24	\$2,160	0	\$0	51	\$5,020
3.00 CONSTRUCTION DOCUMENTS													
3.01 Landscape Drawings		1	\$200	12	\$1,320	8	\$720	24	\$2,160		\$0	45	\$4,400
3.02 Technical Specifications			\$0	4	\$440	8	\$720		\$0	2	\$150	14	\$1,310
3.03 Cost Estimate Revisions			\$0	2	\$220	2	\$180	4	\$360		\$0	8	\$760
3.04 Review Meetings	1		\$0		\$0	2	\$180		\$0		\$0	2	\$180
Phase Subtotal		1	\$200	18	\$1,980	20	\$1,800	28	\$2,520	2	\$150	69	\$6,650
4.00 BIDDING & NEGOTIATIONS													
4.01 Pre-Bid Meeting			\$0		\$0	2	\$180		\$0		\$0	2	\$180
4.02 Addenda & QA			\$0		\$0	4	\$360	4	\$360		\$0	8	\$720
4.03 Bid Review & Recommendation			\$0		\$0	2	\$180		\$0		\$0	2	\$180
Phase Subtotal		0	\$0	0	\$0	8	\$720	4	\$360	0	\$0	12	\$1,080
5.00 CONTRACT ADMINISTRATION													
5.01 Preconstruction Meeting			\$0		\$0	4	\$360		\$0		\$0	4	\$360
5.02 Site Visits	8		\$0		\$0	8	\$720		\$0		\$0	8	\$720
5.03 Submittal Review			\$0		\$0	8	\$720	8	\$720		\$0	16	\$1,440
5.04 Punchlist			\$0		\$0	8	\$720		\$0		\$0	8	\$720
Phase Subtotal		0	\$0	0	\$0	28	\$2,520	8	\$720	0	\$0	36	\$3,240
TOTAL BASIC SERVICES HOURS & FEES		3	\$600	42	\$4,620	77	\$6,930	82	\$7,380	2	\$150	206	\$19,680

Capital Request - Replace Village Hall Entry Plaza Retaining...

Title	Replace Village Hall Entry Plaza Retaining Walls/Pathwalks Conceptual Plans
ManagingDept	01-25 Municipal Buildings
ProjectManager	Terry Lusby, Jr.
BudgetYear	FY2021
DivisionNumber	
RequestItemCategory	Facilities
RequestType	New
StartDate	5/1/2019
EndDate	4/30/2020
Priority	6
CIP_Priority	X
Scope	This request is for a professional landscape architecture firm to design landscape plans, construction documents, and contract administration for the redesign and construction of a new main entry plaza at the Village Hall.
Justification	The existing Village Hall Entry Plaza Retaining Walls/Pathwalks are worn, cracked, outdated, and damaged. This has created an unsightly appearance and safety hazard in multiple areas. Repairs attempts have been short-lived and require a full replacement.
Location	16250 S. Oak Park Ave., Tinley Park IL 60477
EstLife	30 Years
Replacement	Yes
CapitalOutlay	No
CapitalImprovement	No
DebtService	No
GrantService	No
PurchaseCost	\$19,680.00
DesignCost	
ConstructionCost	
OtherCostItem	
OtherCost	
OtherCostItem2	
OtherCost2	

Capital Request - Replace Village Hall Entry Plaza Retaining...

AdditionalPersonnel

AdditionalPersonnelCost

Contracts

ContractCosts

TotalCost \$19,680

OnGoingCostItem

OnGoingCost

OnGoingCostItem2

OnGoingCost2

ManagingDept:DeptBudgetID 01-25

GrantFunds

Denied No

PlanType

Comments

AccountNumber

FundNumber

StrategicPlanNum

RequestNumber RCIP21

Attachments [VH Entry Plaza Design Proposal_20180920.pdf](#)

Content Type: Item

Version: 9.0

Created at 9/25/2018 11:03 AM by Terry Lusby

Last modified at 1/30/2019 1:52 PM by Michael Zonsius

Close



955 E. Commerce Dr. Suite A,
(231) 409-4111 Fax (231) 929-

Traverse City, MI 49685
4580

Communications Infrastructure Master Plan

1-8-2020 Revised Project Schedule & Master Plan

FY2020– FY2021- Estimated Funding Requirements described in the following detail:

FY 20 – 21 CIMP

Item	Budget Year	Description	Estimated Cost	Priority
A	FY 20 – 21	Consulting, design, project management and technology oversight for (FY 2020-21)	\$ 80,000.00	1
B	FY 20 – 21	Update (5) RX sites with UPS, Multiplex and Multi-couplers that have been in service for 9 years	\$ 77,500.00	3
C	FY 20 – 21	Continue replacing aged microwave systems (3) sites this year	\$ 90,000.00	2
D	FY 20 - 21	Upgrade VHF antennas on (6) sites that have been in service for (11) years	\$ 16,800.00	4
E	FY 20 - 21	Police Department Radio System Simulcast Upgrade – Phase 1	\$ 64,000.00	6
F	FY 20 - 21	NG911 upgrade to SIP with dual fiber interface	\$ 48,000.00	5
G	FY 20 - 21	Console, Radio and Network equipment and installation for new equipment room upon completion	\$ 154,000.00	7
		Sub-total Estimated for (FY2020-21) Priority Projects	\$ 530,300.00	
		Carryover for Completion of Projects from (FY2019-2020)		
H	FY 20 – 21	Public Safety facility - Move Public Safety Communications Technology (Police, Fire and EMS) from basement to 1st floor location – balance of funding for technology move Note: New equipment room was unable to be constructed due to EMS residing in that room during the construction of Fire Station #2	\$468,000.00	1

I	FY 20 – 21	Fiber Optic implementation from 80 th Ave Train Station to Water Tower, Radio, network and SCADA interface technology. Additional work on water tower by cellular contractor prevented the construction	\$399,000.00	2
		Sub-total Estimated for (FY2020-21) Carryover Projects	\$867,000.00	
		Total Estimated Expenditures (FY 20 – 21)	\$ 1,397,300.00	

FY 20 – 21 Contracted Services Program

Item	Budget Year	Description	Estimated Cost	Priority
J	FY 20 – 21	Contracted services program to include providing technicians, test equipment, parts and technology implementation	\$ 185,000.00	1
		Total Estimated Expenditures (FY 20 – 21)	\$185,000.00	

FY 20 – 21 Public Works Water Department

Item	Budget Year	Description	Estimated Cost	Priority
K	FY 20 – 21	Post 1 to Post 2 microwave and network system completion	\$ 12,000.00	1
L	FY 20 – 21	SCADA Network upgrade	\$ 15,000.00	
		Total Estimated Expenditures (FY 20 – 21)	\$27,000.00	

PROJECTS LISTED AS ADDITIONAL REQUESTS TO RADIO/911 BUDGET
These requests are eligible for 911 funding under the State allocated surcharge

Future Requests

FY-21- 22 CIMP

Item	Budget Year	Description	Estimated Cost	Priority

M	FY – 21 22	Technology equipment and services	\$ 90,000.00	2
N	FY – 21 22	Continue upgrading aged microwave paths that are 9 years old (2) sites	\$ 45,000.00	3
O	FY – 21 22	Consulting, design, project management and technology maintenance	\$ 90,000.00	1
P	FY – 21 22	Replace outdated and unsupported Public Works base and receiver sites	\$ 51,000.00	4
Total Estimated Expenditures FY 21 -22			\$376,000.00	

FY – 22 -23 CIMP

Item	Budget Year	Description	Estimated Cost	Priority
Q	FY – 22 – 23	Technology equipment and services	\$ 350,000.00	2
R	FY – 22 – 23	Consulting, design, project management and technology maintenance	\$95,000.00	1
Total Estimated Expenditures FY -22 - 23			\$ 445,000.00	

FY – 23 - 24 CIMP

Item	Budget Year	Description	Estimated Cost	Priority
S	FY – 23 – 24	P25 Radio System Replacement	\$1,450,000.00	?
T	FY – 23 – 24	Consulting, design, project management and technology maintenance	\$85,000.00	1
Total Estimated Expenditures FY – 23 - 24			\$1,535,000.00	



Department Memo

Issued & Approved by:

Deputy Chief Daniel Riordan

Exhibit C

MEMO #20-07

Date: January 13, 2020
To: Forest Reeder, Fire Chief
From: Daniel Riordan, Deputy Fire Chief / Prevention
Subject: Replacement of Records Management System

For the upcoming budget cycle FY 2021, please consider this request for a replacement of the records management system. Currently both Fire Suppression and Fire Prevention use the Firehouse records management system (RMS). This RMS program is server based and was implemented in January 2014. Applications being managed with the RMS include NFIRS Fire reporting, personnel / payroll, Fire Prevention training, and occupancy information.

The new RMS will need to be accessible for both office and field staff and provide the necessary applications that assist in managing information for both Fire Prevention, incident reporting and personnel / payroll.

As part of our due diligence, staff has met with four vendors (ESO, Emergency Reporting, Image Trends, and Zoll) that provide a 'cloud-based' application allowing better access to the databases no matter the location.

Included with this memo is a Capital Outlay Request for this equipment. With approval, we will begin the RFP process to choose the vendor(s) that meet the need of the Department.

I am available to discuss this proposal at your convenience.

attach: Capital Request Sheet

DPR/caf

cc: C. Frankenfield, Finance
Electronic File

VISION 120

BETTER • FASTER • SAFER • SMARTER



MEMORANDUM



TO: Brian Younker, Public Works Committee Chair

FROM: Brad Bettenhausen, Treasurer

RE: Odyssey Golf Club Community

DATE: 8 March 2017

Executive Summary:

The Odyssey Golf Club residential subdivision (Ridgeland Avenue and Vollmer Road) was designed as a gated community with private streets. In any other townhome or condominium development in Tinley Park, the maintenance of private streets is the responsibility of the related homeowner's association.

The 1990 annexation agreement called for the Village to perform the street maintenance within the Odyssey Golf Club and provided a revenue stream to compensate the Village for these costs. A special "MT - Street Maintenance" charge is added to all utility customers within the Odyssey Golf Club subdivision. The annexation agreement provides for a systematic increase in this charge at ten year intervals. It is important that this revenue stream is sufficient to cover all of the Village's costs associated with maintaining the private streets.

The subdivision has developed far more slowly than other developments in the community. As a result, it was initially questionable whether the arrangement dictated in the annexation agreement was generating sufficient revenues over time to support the Village's maintenance of the streets. Upon further review and analysis, we have determined the following:

1. The Village has provided maintenance of the non-standard street lighting within the subdivision from time to time in the past although street lighting was not covered under the street maintenance agreement and related fee structure. This responsibility must be provided by the homeowner's association going forward.
2. Street Maintenance utility fees collected have been set aside. (Good news!)
3. The Village had not been reimbursing itself for its ongoing "operational" maintenance costs (snow plowing, street sweeping, pot hole repairs, etc.) out of the Street Maintenance utility fees. (This is being addressed and corrected.)
4. The Street Maintenance utility fees have generated sufficient funds to support "operational" maintenance as well as the needed Pavement Management Program (PMP) level maintenance currently required (excluding roads that have never been originally completed or are a designated construction route).
5. The Street Maintenance utility fee structure is projected to generate sufficient funds to support the next anticipated round of PMP level maintenance when required in 10-15 years, presuming that costs do not escalate too significantly due to inflation over time. This also assumes no change in the quantity of streets currently being maintained.
6. It is recommended to move the accounting of this activity to a separate fund.

History and Detail Analysis

The Odyssey Golf Club residential subdivision (generally the northwest corner of Ridgeland Avenue and Vollmer Road) was designed to be a private gated community. It had been originally planned to be predominantly single family homes, but driven in large part by market demands, the developers received Village approvals that converted significant portions of the original development plan to townhomes.

All the streets within the subdivision are undedicated private roads. The right of way allotted under the annexation agreement was set at 60 feet which is less than the standard used for most dedicated public streets within the Village. However, the 60 foot ROW has been an acceptable minimum public ROW in a number of other Village subdivisions approved over the past 125 years. Unlike the typical private street, the Odyssey streets themselves have been designed and constructed to the Village's normal subdivision urban street cross section (with curb and gutter). As noted, this "curb and gutter" standard is untypical of other private roads found in townhome and condominium developments throughout the Village. Because the streets are private and not "dedicated" for public use, the Odyssey street ROW segments are assigned tax PINs by the County and tax bills are generated as appropriate. The Odyssey Club Umbrella Association is responsible to pay these tax bills.

However, despite the desire for private roads and a gated community, the developers of the subdivision wanted to address both the short term and long term roadway maintenance over time. Accordingly, an arrangement addressing the streets was incorporated into the annexation agreement (90-R-020 approved 1 May 1990; and amendment 91-R-031 approved 18 February 1992). The primary changes relative to the streets that were implemented through the amendment relate to the number of emergency access points off Ridgeland Avenue and the number of street lights to be installed along Ridgeland Avenue. The amendment does not otherwise change the terms originally established regarding the streets themselves.

The agreement references the following arrangements:

"All streets on the Subject Property shall be constructed in full compliance with all Village standards but shall remain private streets. However, the Village hereby agrees to maintain (including but not limited to snow plowing, cleaning and repairing) such streets in the same manner as the Village maintains its own public streets under the following terms:

A monthly surcharge of \$5.00 shall be added to the individual water and sewer bills for all users of the Village's system within or on the Subject Property for a period of ten (10) years from the date of this Agreement, and thereafter the monthly surcharge shall increase to \$10.00 for the next ten (10) years, and thereafter the surcharge shall increase an additional \$5.00 per month for each subsequent ten (10) year period."

"In addition, Owner and Developer shall record a declaration of covenants and restrictions running with the Subject Property and such declaration shall be in a

form and substance satisfactory to the Village, incorporating the terms and conditions of this Section and requiring a homeowners association to assume the maintenance and repair obligations for the private streets should the Village cease such maintenance by reason of an adverse judicial determination as aforesaid or Developer's default hereunder, and provided the Village has not accepted dedication of such streets by Developer hereunder. In addition, such declaration shall provide for access to and use of the streets by all Village vehicles, as well as all emergency vehicles regardless of whether they are owned by the Village, by another municipality (or County or State) or by a private corporation, and also for all refuse and recycling haulers."

The annexation agreement had an effective life of twenty (20) years, which has expired. However, the agreement considered all "...terms and conditions of (the agreement) relative to the payment of monies to the various Village recapture funds, contributions to the Village, construction and/or dedication of public improvements, granting of easements to the Village, dedication of rights-of-way to the Village and the developmental standards established herein..." constituted covenants that were to run with the land. Further, as noted in the excerpts above, the terms and conditions regarding the private streets were to be incorporated into the Declarations of Covenants, Conditions and Restrictions for the subdivision and related homeowner's association. We have verified that the language of "Section 6" of the annexation agreement was incorporated, as intended, into the Umbrella Declaration of Covenants, Conditions and Restrictions (DCCR) for the Odyssey Club (recorded as document 92901950 on 20 Dec 1992). Based on this action, it would appear that the outlined terms regarding the streets, and the related payments to the Village, continue on as written, unless specific action is taken to amend them.

In review of the annexation and DCCR agreements, it is noted that the definition of what constitutes the Village's requirements for "maintenance" and "repair" of the streets is not particularly well defined. It is possible to interpret the agreement language to only cover minor repairs of potholes et cetera, and exclude the more significant resurfacing or reconstruction of the streets, such as performed under our PMP. However, we do not believe this was the intent, particularly considering the language to "...maintain...such streets in the same manner as the Village maintains its own public streets." This language arguably includes the periodic PMP maintenance activities. It is clear that the agreement also did not contemplate that the subdivision would remain substantially incomplete after nearly 30 years since approval.

It should be noted that the street lighting installed within the Odyssey subdivision does NOT meet the Village's established standards. The poles, fixtures, bulbs, wiring, and other components related to the street lighting are not in compliance with the Village standards used throughout the Village. This means that they are more difficult to maintain and require special parts that the Village does not keep on hand. Because of the age of the fixtures, which are now discontinued, it is increasingly difficult to find parts. Upon review, the street lighting is not within the Village street maintenance requirements under the annexation agreement provisions referenced above. We believe that if it had been the intention for the lighting to

have been covered by the annexation agreement, as provided for the street construction, the lighting would have been required to meet “all Village standards” when they were installed, which they do not. Accordingly, it is determined that the street lighting maintenance is properly the responsibility of the related Odyssey Club Umbrella Association. While we find that the Village has performed maintenance on the street lighting from time to time in the past, in the recent re-review of the annexation agreement, lighting maintenance by the Village should be discontinued.

In recently reviewing this matter, our engineer Chris King recalled that it had been contemplated that the combination of the per-capita Motor Fuel Taxes generated by the subdivision combined with the Street Maintenance fee, after deduction of the normal operational maintenance costs (e.g. snow plowing, street sweeping, minor repairs), would produce sufficient funds to allow for the resurfacing of the streets when required under the Village’s Pavement Management Program. However, there can be difficulty in obtaining the population figures for a small area of the Village separate from the total census counts to be able to segregate a portion of our MFT receipts for this purpose. Additionally, since the subdivision did not exist in 1990, effectively for the first ten years, the subdivision would not have produced any discernable MFT dollars. With new mapping technology available through the US Census Bureau website, we can now extract demographic information for a geographic area for the decennial censuses of 2000 and 2010. The population of the subdivision was 219 in 2000, and 658 in 2010, respectively. These figures are reflective of the relatively slow development/growth that has occurred within this subdivision. Finally, in actual practice, the Village has dedicated and used the entirety of its MFT allotments to support the PMP, so an Odyssey population based set-aside of MFT following Chris King’s recall has not occurred to-date. This means that those funds would not be available to support the more significant PMP type resurfacing of the Odyssey streets now potentially needed. It is not recommended that we start this segregation of MFT dollars due to its impact on the overall PMP activities undertaken by the Village.

It is imperative that any arrangement to maintain private streets, such as this one, be self-sufficient. Otherwise, it could be argued that Village taxpayers outside the subdivision could be subsidizing a cost that those property owners should bear alone. Because the Street Maintenance fee spelled out under the agreement is only applicable to completed units receiving our water/sewer utility services, the undeveloped portion of the Odyssey subdivision is not generating any supporting revenues toward the private street maintenance. Arguably, the vacant properties also receive benefit by the existence of the streets, although there is no contribution by the developer/owner(s) based on the revenue formula dictated in the annexation agreement. The slow development of the subdivision would virtually invalidate any projections that had been made in relation to setting up the Street Maintenance fee and its structure when the annexation agreement was drafted in 1990.

At the present time, the subdivision is considerably less than complete. There are provisions in the annexation agreement regarding sidewalks and a jogging path that appear to be incomplete. These matters should be pursued separately.

There are currently 25 single family homes with an additional 30 vacant single family home lots along Odyssey Drive, and the related cul-de-sacs (including the westerly portion of Olympus Drive). The eastern portion of Olympus Drive was reprogrammed for townhomes a number of years ago. Along this eastern segment of Olympus Drive, the developer maintains two townhome structures (3 units each) as models and sales office; there are two townhome structures (4 units each) that are exterior shells only (where the interiors remain largely unfinished); and concrete foundation work exists for three additional townhome structures (4 units each). The unfinished townhomes (the building shells) and foundations have existed in their current state for about ten years. The remainder of property along Olympus Drive and related Apollo Court is vacant land. These two streets (Olympus Drive and Apollo Court) are considered unfinished with only the base course installed. Elisian Drive, as reflected on the development plan, has not been developed at all, and remains entirely vacant land.

At the present time, there are 312 utility accounts that have the associated "MT - Street Maintenance" charge as described in the annexation agreement. The charge is currently \$15 per month, or \$45 per quarter. The next adjustment of the monthly fee will occur on 1 May 2020 (\$20 per month/\$60 per quarter). It is currently producing approximately \$56,000 annually.

The funds collected from the utility billing based Street Maintenance charge have been set aside. In the early years, it is recalled that some of these funds had been contemplated to support the capital expenses of replacement of one or two dump trucks/snow plows used for street maintenance. However, nothing has been deducted from the Street Maintenance funds that have been collected indicating that this planned use of funds never occurred.

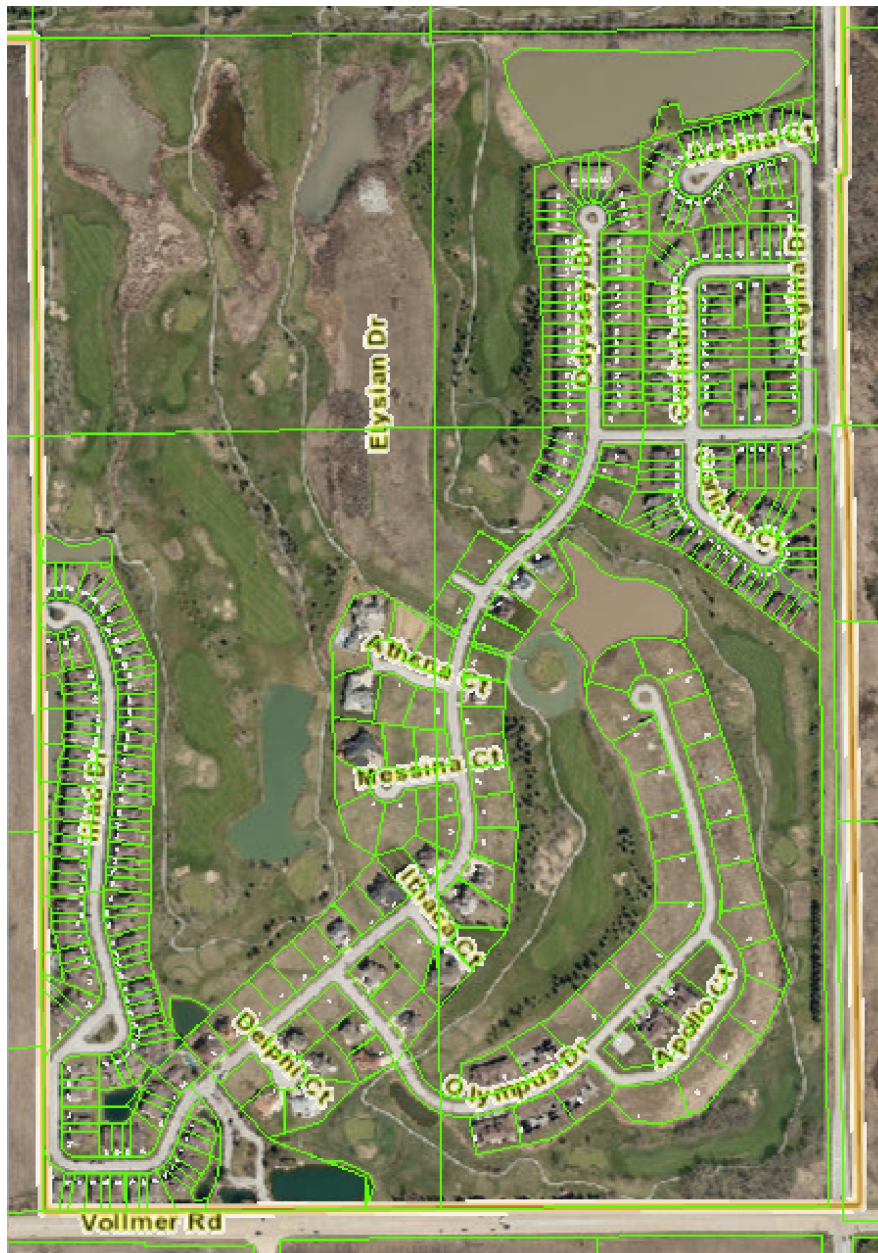
In more recent years, although we have contracted out for the snow removal for cul-de-sacs, we had not allocated that cost against the Street Maintenance charges received. A reimbursement to the Village for the Village's "operational maintenance costs" from the set-aside is being calculated. If this arrangement is continued, it is also recommended that accounting for this agreement be moved to a separate Special Revenue fund going forward for better accountability and tracking.

Even though the subdivision is far from complete, after further analysis of the past ten years (accompanying), it appears that sufficient revenues are being generated on an annual basis to cover our yearly maintenance (e.g. snow plowing, sweeping, small defect repairs). The current PMP resurfacing costs, excluding the unfinished portion of Olympus Drive and Apollo Court, two other cul-de-sacs (Athena and Messina Courts), and the "Construction Route" portion of Odyssey and Olympus Drives are currently estimated at \$350,000. Sufficient Street Maintenance funds, less the annual costs, have been accumulated over the ten year review period to fund this resurfacing work.

Additionally, we have performed a ten year forward projection (accompanying). This projection does not contemplate any additional utility customers/homeowners. It considers only the programmed increase in the Street Maintenance utility charge. It assumes a 2% inflationary factor in the costs for both ongoing maintenance and PMP activities. It assumes no

change in the status of Olympus Drive, Apollo Court or Elisian Drive. In other words, that the same quantity of streets would need to be maintained under the future PMP as currently exists. Arguably, if there were a change in status of these unfinished streets, it would be expected that additional homes would be producing Street Maintenance fees to offset the added costs. Also, these would be relatively new streets and would not be expected to fall under the PMP required maintenance within the ten year projection period.

It currently appears that the system established under the 1990 annexation agreement “works” and that the private street maintenance within the Odyssey Golf Club is self-sustaining as planned and required. It does not appear that the Village would have need to adjust the provisions of this 27 year old arrangement at this time.



Odyssey Streets

Driven 2016

Legend

- Construction Access Route
- Defer for now
- Un-Surfaced street (2016)

LEGEND

- INCOMPLETE CONSTRUCTION 5100'
- TOO VACANT - STREET IN REASONABLE SHAPE 760'

ALL OTHERS IN NEED OF MAINTENANCE RESURFACING
11,625'
@ \$41/ft = \$487,750

SF SECTION (MOSTLY VACANT & IS CONSTRUCT ACCESS) 25 UNITS...
3660' = \$197,640
NET \$430,110



Village of Tinley Park, Illinois
Odyssey Golf Club (OGC)
Private Streets Analysis - 10 year historical analysis

Total Odyssey Golf Club subdivision population

1990	2000	2010
0	219	658

Street Maintenance Surcharge

	5/1/1990	5/1/2000	5/1/2010	5/1/2020	5/1/2030
Monthly	5	10	15	20	25
Quarterly	15	30	45	60	75

Current utility customers subject to Surcharge	312
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Village Fiscal Year Ending	Partial Yr										
	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007
MFT - Fiscal Year Per Capita	21.45	25.63	24.03	24.56	24.04	24.92	25.41	25.07	26.34	28.056	28.76
Prior Calendar Year CPI-U	2.1	0.7	0.8	1.5	1.7	3.0	1.5	2.7	0.1	4.1	2.5
Estimated MFT generated by OGC population	14,114	16,865	15,812	16,160	15,818	16,397	5,565	5,490	5,768	6,144	6,298
Street Maintenance Surcharge Revenue	54,284	56,009	56,157	56,094	56,212	55,705	50,690	36,716	36,257	35,474	35,237
Total all possible revenues (reference only)	68,398	72,874	71,969	72,254	72,030	72,102	56,255	42,206	42,025	41,618	41,535

Street Maintenance Surcharge Revenue	54,284	56,009	56,157	56,094	56,212	55,705	50,690	36,716	36,257	35,474	35,237
Estimated annual O&M costs	15,000	15,000	14,895	14,776	14,554	14,307	13,878	13,670	13,301	13,288	12,743
Net Street Maintenance Surcharge Revenue	39,284	41,009	41,262	41,318	41,658	41,398	36,812	23,046	22,956	22,186	22,494
Cumulative Net Surcharge Revenues	373,422	334,139	293,130	251,868	210,550	168,892	127,494	90,682	67,636	44,680	22,494
Estimated PMP costs	<u>350,000</u>										
PMP funding shortfall	<u>None</u>										

Notes:

Street Maintenance Surcharge per Annexation Agreement (Section 6, Annexation agreement 90-R-020 and amendment 91-R-031).
Street Maintenance Surcharge revenues also includes late payment penalties.
Street Maintenance Surcharge is being tracked by account 30-00-000-51115. Cumulative funds are part of the Capital Improvement Fund (Fund 30) balances.
O&M (Operating and Maintenance) costs consist of street sweeping, snow plowing, minor repairs for pot holes and curb damage.
O&M does not include maintenance of street lights per the agreement. This would/should be a Homeowner Association expense.
Prior O&M costs are estimated as an inflationary discount from current costs.
MFT revenues attributable to Odyssey have not been segregated or set aside. MFT funds in their entirety have been used to support overall Village PMP.
Odyssey Golf Club subdivision began development in late 1990. Previously farmland. Relevant 1990 census population does not exist.
Detailed Census information from <http://illinois.us.censusviewer.com/client>

Village of Tinley Park, Illinois
Odyssey Golf Club (OGC)
Private Streets Analysis - 10 year forward projection

Total Odyssey Golf Club subdivision population

1990	2000	2010
0	219	658

Street Maintenance Surcharge

	5/1/1990	5/1/2000	5/1/2010	5/1/2020	5/1/2030
Monthly	5	10	15	20	25
Quarterly	15	30	45	60	75

Current utility customers subject to Surcharge	312
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Village Fiscal Year Ending	2027	2026	2025	2024	2023	2022	2021	2020	2019	2018
MFT - Fiscal Year Per Capita -0.25%	25.06	25.12	25.18	25.24	25.30	25.36	25.42	25.48	25.54	25.60
Estimated MFT generated by OGC population	16,489	16,529	16,568	16,608	16,647	16,687	16,726	16,766	16,805	16,845
Street Maintenance Surcharge Revenue	74,880	74,880	74,880	74,880	74,880	74,880	74,880	56,160	56,160	56,160
Total all possible revenues (reference only)	91,369	91,409	91,448	91,488	91,527	91,567	91,606	72,926	72,965	73,005

Street Maintenance Surcharge Revenue	74,880	74,880	74,880	74,880	74,880	74,880	74,880	56,160	56,160	56,160
Estimated annual O&M costs 2% inflation	18,100	17,700	17,400	17,100	16,800	16,500	16,200	15,900	15,600	15,300
Net Street Maintenance Surcharge Revenue	56,780	57,180	57,480	57,780	58,080	58,380	58,680	40,260	40,560	40,860
Cumulative Net Surcharge Revenues	526,040	469,260	412,080	354,600	296,820	238,740	180,360	121,680	81,420	40,860
Projected need for Odyssey Golf Club PMP	426,600	418,200	410,000	402,000	394,100	386,400	378,800	371,400	364,100	357,000
PMP funding shortfall	None									

Notes:

Street Maintenance Surcharge per Annexation Agreement (Section 6, Annexation agreement 90-R-020 and amendment 91-R-031).
Street Maintenance Surcharge revenues also includes late payment penalties.
Street Maintenance Surcharge is being tracked by account 30-00-000-51115. Cumulative funds are part of the Capital Improvement Fund (Fund 30) balances.
O&M (Operating and Maintenance) costs consist of street sweeping, snow plowing, minor repairs for pot holes and curb damage.
O&M does not include maintenance of street lights per the agreement. This would/should be a Homeowner Association expense.
Projection of O&M and PMP costs assume a 2% per year inflation factor.
Projection assumes that NPSS revenues accumulated prior to FY 2018 were expended for Odyssey streets repair and overlay (PMP)
MFT revenues attributable to Odyssey have not been segregated or set aside. MFT funds in their entirety have been used to support overall Village PMP.
MFT per capita revenue projections assume a 0.25% per year reduction per year over time due to reduced fuel consumption and increased fuel efficiency.
Odyssey Golf Club subdivision began development in late 1990. Previously farmland. Relevant 1990 census population does not exist.
Detailed Census information from <http://illinois.us.censusviewer.com/client>

**PUBLIC
COMMENT**

ADJOURNMENT