NOTICE OF A SPECIAL MEETING OF THE COMMITTEE OF THE WHOLE

A special meeting of the Committee of the Whole is scheduled for Tuesday, August 4, 2020 beginning at 7:00 p.m.

A copy of the agenda for this meeting is attached hereto and can be found at <u>www.tinleypark.org</u>.

NOTICE - MEETING MODIFICATION DUE TO COVID-19

Pursuant to Governor Pritzker's Executive Order 2020-07, Executive Order 2020-10, Executive Order 2020-18, Executive Order 2020-32, Executive Order 2020-33, Executive Order 2020-39, and Executive Order 2020-44, which collectively suspends the Illinois Open Meetings Act requirements regarding in-person attendance by members of a public body during the duration of the Gubernatorial Disaster Proclamation, issued on June 26, 2020, the members of the Village Board will be participating in the meeting through teleconference.

A livestream of the electronic meeting will be broadcasted at Village Hall. Pursuant to Governor's Executive Order No. 2020-43 and CDC guidelines, no more than 50 people or 50% of the maximum capacity will be allowed in the Council Chambers at any one time, so long as attendees comply with social distancing guidelines. Anyone in excess of maximum limit will be asked to wait in another room with live feed to the meeting until the agenda item for which the person or persons would like to speak on is being discussed or until the open floor for public comments.

Public comments or requests to speak may also be emailed in advance of the meeting to <u>clerksoffice@tinleypark.org</u> or placed in the Drop Box at the Village Hall by noon on Tuesday, August 4, 2020.

Kristin A. Thirion Clerk Village of Tinley Park

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

NOTICE IS HEREBY GIVEN that a Special Committee of the Whole Meeting of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, August 4, 2020, beginning at 7:00 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. CONSIDER APPROVAL OF THE MINUTES OF THE REGULAR COMMITTEE OF THE WHOLE MEETING HELD ON JULY 21, 2020.
- 3. DISCUSS THE FOLLOWING AVOCADO THEORY OAK PARK AVENUE GRANT REQUESTS FOR CODE COMPLIANCE, FAÇADE, AND RETAIL.
- 4. DISCUSS COMMUNITY RATING SYSTEM (CRS) ADMINISTRATION PROPOSAL.
- 5. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION VILLAGE CLERK

MINUTES Special Meeting of the Committee of the Whole Ju1y 21, 2020 – 6:30 p.m. Village Hall of Tinley Park – Council Chambers 16250 S. Oak Park Avenue Tinley Park, IL 60477

President Pro Tem Glotz called the special meeting of the Committee of the Whole on July 21, 2020, to order at 6:35 p.m.

At this time, President Pro Tem Glotz stated this meeting was conducted remotely via electronic participation consistent with Governor Pritzker's Executive Orders suspending certain requirements of the Open Meetings Act provisions relating to in-person attendance by members of a public body due to the COVID-19 pandemic. President Pro-Tem Glotz introduced ground rules for effective and clear conduct of Village business. Elected officials confirmed they were able to hear one another.

Deputy Clerk Godette called the roll. Present and responding to roll call were the following:

Members Present:	M. Glotz, Village President Pro Tem
	K. Thirion, Village Clerk
	C. Berg, Village Trustee (Participated Electronically)
	W. Brady, Village Trustee
	W. Brennan, Village Trustee
	D. Galante, Village Trustee
	M. Mueller, Village Trustee
Members Absent:	J. Vandenberg, Village President
Staff Present:	D. Niemeyer, Village Manager
	P. Carr, Assistant Village Manager
	L. Godette, Deputy Clerk
	A. Brown, Assistant Village Treasurer
	H. Lipman, Management Analyst
	P. Connelly, Village Attorney
	J. Urbanski, Interim Public Works Director

Others Present:

Item #2 - CONSIDER APPROVAL OF THE MINUTES OF THE REGULAR COMMITTEE OF THE WHOLE MEETING HELD ON JULY 7, 2020. – Motion was made by President Pro Tem Glotz, seconded by Trustee Brennan, to approve the minutes of the Regular Committee of the Whole meeting held on July 7, 2020. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

Item #3 – RECEIVE AUDIT PRESENTATION FROM SIKICH LLP. – Andrew Brown, Assistant Village Treasurer, introduced Anthony Cervini, from Sikich. Mr. Cervini stated, the Village of Tinley Park has issued its Comprehensive Annual Financial Report (CAFR) for the fiscal year ended April 30, 2019. The Comprehensive Annual Financial Report (CAFR) is the annual audited financial statement for the Village. A CAFR is a more transparent and useful document to users due to the level of detail and full disclosure of the Village's operations and outcomes in the fiscal year to which it pertains. The CAFR is available on the Village website in the transparency portal.

<u>Item #4 – DISCUSS HEALTH INSURANCE RENEWAL.</u> – Dave Niemeyer, Village Manager, presented the health insurance renewal. In early June, the Village received the preliminary proposal for medical/dental insurance renewal for the policy year 2020-2021, effective October 1, 2020. Upon receipt, the Village's broker, Alliant Mesirow, engaged the market to provide competitive pricing for comparable services. Once other quotes were received, the broker engaged in negotiations with Blue Cross Blue Shield (BCBS) in an effort to obtain more savings. The initial increase for medical was 7.9% and dental was 4.3%.

The broker's additional negotiations with Blue Cross Blue Shield resulted in a revised renewal of a 7.7% increase (Alternative Revised Renewal) for medical and 0% increase for dental.

Furthermore, Blue Cross Blue Shield awarded the Village a \$200,000 credit, that will be applied to the premium, causing the rate to decrease further from 7.7% to 3.5%. The revised renewals are inclusive of 1% medical and 1% dental commissions as of October 1, 2020.

The Village has been fortunate that in 2018-2019 and 2019-2020, there were savings seen in lower rates. The rates received from Blue Cross Blue Shield for 2020-2021 reflect the best overall plan offerings with the most comprehensive network, for competitive services available.

Trustee Berg stated she is pleased the Village was able to retain BCBS.

Trustee Brennan concurred and stated he feels the claim experience is positive. Trustee Glotz concurred.

Trustee Galante stated she would like this to be done in a more economical way.

Motion was made by Trustee Galante, seconded by Trustee Mueller, to recommend the health insurance renewal contract with Blue Cross Blue Shield be forwarded to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

Item #5 -RECEIVE UPDATE ON PUBLIC WORKS LANDSCAPE MAINTENANCE COSTS CURRENT AND

FUTURE. – John Urbanski, Interim Public Works Director, provided a breakdown of the Village's landscape costs, as requested at the initial budget meeting in January. In addition, reductions due to the Covid-19 pandemic were included.

	Approximate Annual Cost	Covid-19 Adjustment
Lawn Maintenance	\$309,000	\$304,000
Landscape Bed Maintenance	\$175,000	\$168,000
Sprinkler Maintenance	\$51,000	\$51,000
Urban Forestry Program	\$331,000	\$233,000
Pond Maintenance Program	\$290,000	\$209,500
Seasonal Planter Program	\$164,000	\$112,000
Holiday Lights and Decorations	\$ <mark>36,5</mark> 00	\$33,000

As the yearly cost for maintenance generally goes up slightly every year, a 3% increase is anticipated in addition to any possible costs for improvements. Many of the above categories are managed by different departments within the Village, such as the planters, Christmas trumpets, and other items, originally purchased by Marketing, then maintained by Public Works. Facilities has purchased planters for the Police Department, contracted landscape maintenance and planted new trees. These coordination efforts make it difficult to project the future costs. It had been a trend to increase Christmas decorations and the planting to keep the downtown area inviting to visitors as well as residents. In these two (2) areas, a yearly increase closer to 7-10% is anticipated. The community Christmas tree may also need to be replaced in the future. Another recommendation for consideration is with the North Street development. This development will include new spaces to decorate for Christmas and fill with planters.

Item #6 – DISCUSS 2020 MUNICIPAL PARKING LOT IMPROVEMENTS CONTRACT. – President Pro Tem Glotz presented the 2020 Municipal Parking Lot project which consists of the earth excavation, placement and compaction of aggregate base course, removal and replacement of existing Hot Mix Asphalt (HMA) pavement, curb and gutter removal and replacement, sidewalk removal and replacement, drainage structure adjustments, pavement marking, and all incidental work necessary to complete the improvements at the Hickory Street Parking serving the Oak Park Avenue Metra, Oak Park Avenue Metra train lot – north of the tracks, north parking lot at Village Hall, fire training tower, west portion and handicapped parking areas at the 80th Avenue Metra train lot and the Public Works employee parking lot.

Seven (7) bids were received and publicly read on July 8th, 2020. The lowest, responsible bidder was Iroquois Paving Corporation in the amount of \$306,442.96.

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Contractor	Location	Base Bid Total
Iroquois Paving Corporation	Watseka, IL	\$306,442.96
D Construction	Coal City, IL	\$323,545.03
K-Five Construction	Westmont, IL	\$360,151.16
Gallagher Asphalt Corporation	Thornton, IL	\$401,688.60
PT Ferro Construction	Joliet, IL	\$413,853.84
Maneval Construction	Ingleside, IL	\$424,019.15
Austin Tyler Construction, Inc.	Elwood, IL	\$425,865.46
Engineer's Estimates		\$312,295.15

Funding is budgeted for in the FY21 Capital Improvement Budget.

\$312,300.00
\$306,442.96
\$ <u>5,857.04</u>
\$0.00

Trustee Mueller asked if this is an annual cost. Mr. Urbanski replied the lots are on a rotating schedule, adding, postponing maintenance may increase costs in the future.

Motion was made by President Pro Tem Glotz, seconded by Trustee Brady, to recommend a contract with Iroquois Paving Corporation for 2020 Municipal Parking Lot Improvements be forwarded to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

<u>Item #7 – DISCUSS PUBLIC WORKS FLEET VEHICLE PURCHASE LIST.</u> – Mr. Urbanski presented the Public Works Fleet Vehicle Purchase List which includes various vehicles with a purchase amount exceeding \$20,000.00 for each vehicle.

A request was made for approval to purchase a directional boring machine and Village bus that were previously preapproved via FY 2021 budget. All vehicles and equipment will be purchased through the Village's standing cooperative purchasing agreements (Suburban Purchase Cooperative, Southwest Conference, Northwest Conference, National Joint Powers Alliance, General Services Administration, Houston-Galveston Council, and Illinois Procurement Bulletin).

Trustee Galante asked what a directional boring machine is and if leasing is an option. Mr. Urbanski explained how the machine works and that a prior study determined twelve (12) rentals is equivalent to ownership.

Motion was made by President Pro Tem Glotz, seconded by Trustee Brennan, to recommend approval of the Public Works Fleet Vehicle Purchase List, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

Item #8 – DISCUSS ANNUAL MAINTENANCE & INSPECTION OF VILLAGE FACILITIES BUILDING AUTOMATION SYSTEMS WITH TOTAL AUTOMATION CONCEPTS, INC. – President Pro Tem Glotz

presented the building automation service contract. Public Works is tasked with proper upkeep of all facilities building automation systems to optimize indoor air quality of all citizens and Village employees. Continual routine preventive maintenance and inspections assures optimal system working conditions and conserves the life span of vital Village owned equipment. For more than 27 years, Total Automation Concepts, Inc. has been serving municipalities and commercial businesses throughout the South Suburbs, Northwest Indiana, and Greater Chicagoland area. Total Automation Concepts, Inc. has utilized its extensive intricate knowledge of our building automation system to assist us with improving our building management model, reducing utility costs, optimizing indoor air quality, avoiding equipment failures, and optimizing our systems to operate at the most efficient levels.

The scope of services includes:

- 1. Inspection of all field devices, controllers, and network elements for wear/damage.
- 2. Routine preventive maintenance, technical assistance, and server/system updates.
- 3. Equipment testing, calibration, and control repairs.

The Village has contracted with Total Automation Concepts, Inc. for approximately the past 10 years and found them to perform all contracted services satisfactorily.

Funding is budgeted and available in the approved FY21 Budget; Municipal Buildings Fund.

Budget Available	\$57,000
Contract Amount	<u>\$39,732</u>
Under Budget	\$17,268

Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

Item #9 – DISCUSS CHRISTOPHER B. BURKE ENGINEERING BOULEVARD UTILITY BURIAL PROJECT

<u>MANAGEMENT.</u> – President Pro Tem Glotz presented the Utility Burial project. He stated with the development of the property at 67th Ct. & South St., known as the Boulevard, Village staff approached Christopher B. Burke Engineering (CBBEL) to assist with burial of the current overhead utilities. These utilities include but not limited to: Commonwealth Edison, AT&T, Comcast, and WOW Fiber. As discussed with CBBEL, a proposal was received for construction observation of the subject project. This proposal will entail the requirements for contract administration, construction observation services, and utility location services at the Brady property at an estimate of approximately \$70,000.

Trustee Mueller asked is this cost was included in the budget. Mr. Urbanski replied it is in the overall project budget and is less than 10% of the total project.

Motion was made by President Pro Tem Glotz, seconded by Trustee Brady, to recommend approval of the contract with Christopher B. Burke Engineering, Ltd., of Rosemont, IL for professional engineering services related to the South St. Development dry utility relocation and street lighting installation construction observation services, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

Item #10 – DISCUSS CLASS E LIQUOR LICENSE FOR GOLDEN CORRAL. – Motion was made by President Pro Tem Glotz, seconded by Trustee Brennan, to move the Class E Liquor License for Golden Corral, to the Village Board for discussion with the Liquor Commissioner. Vote by roll call. Ayes: Brady, Brennan, Galante, Glotz, Mueller. Abstain: Berg. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

Item #11 - RECEIVE COMMENTS FROM THE PUBLIC -

President Pro Tem Glotz asked if anyone from the public wished to comment. No one came forward.

President Pro Tem Glotz asked if there were any written comments or requests to speak telephonically from members of the public. Laura Godette, Deputy Village Clerk, stated there were none.

ADJOURNMENT

Motion was made by President Pro Tem Glotz, seconded by Trustee Mueller, to adjourn the Committee of the Whole. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the meeting adjourned at 7:05 p.m.

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Date:	August 4, 2020
То:	Committee of the Whole
cc:	David Niemeyer, Village Manager Kimberly Clarke, Community Development Director
From:	Priscilla Cordero, Business Development Manager
Subject:	Krunal Patel-Avocado Theory-Façade, Code Compliance and Retail Grants

REQUEST:

Krunal Patel (Applicant), proposes to fully renovate the structure at 17302 S. Oak Park Avenue. The proposed plan will redevelop the standalone commercial property to be a mixed-use building with a restaurant, patio area, and second-floor apartment.

The Applicant purchased the building to operate their new restaurant. The existing building, built circa 1913, has a total of approximately 1,142 sq. ft. of floor area with a small second-floor space primarily used for storage. The newly proposed building will be a total of 3,516 sq. ft. including additions for a larger building footprint for the restaurant, an enclosed patio with roll-up doors, and a second-floor residential unit.

The Applicant is requesting a \$24,992 Facade Grant to renovate the exterior façade, a \$33,750 Code Compliance grant for the sprinkler system and water line upgrade and a \$12,758 Retail Grant to make the sanitary and storm improvements required to operate a restaurant. The



EXISTING FACADE

Façade, Code Compliance and Retail Grants are 50% matching grants for a total of \$70,000. The Applicant has obtained two proposals for all of the work and chosen to work with Elite door, HH Construction, Kotur Mechanical and United Plumbing and Drain. The Applicant is also requesting \$1,500 for the Fire Alarm System.





PROPOSED FAÇADE IMPROVEMENTS

Economic and Commercial Commission Recommendation:

The Commission reviewed the application at the July 13th meeting and unanimously recommended this item for approval. Staff is prepared to present this item to the Village Board at their August 4, 2020 meeting.

EXECUTIVE SUMMARY

The Avocado Theory will be a moderately priced, 50 inside/30 outside seating, fast casual restaurant offering healthy menu options revolving around avocado.

- Avocado Toast with different varieties ranging from sweet, spicy and savory.
- Avocado Salad, Zucchini Noodles
- Avocado Pasta, Sushi
- Avocado desserts and smoothies are all included in the menu.
- A 'create your own' guacamole and salsa bar
- Lighter options and smaller portions for a children's menu.

The restaurant will be owned and operated by Krunal Patel, supported by highly qualified key personnel such as Gus Johnson a professional chef, Sean Smith and experienced General Manager. All of whom have extensive experience in the restaurant and catering industry.

Mr. Patel will be purchasing a 1,620 sq. ft building sitting on a 10,020 sq. ft. corner lot located at 17302 Oak Park Avenue, in Tinley Park Illinois. The building is an existing retail center previously leased to a DJ Entertainment Services. The location will require a full renovation and remodeling to update the building and make it suitable for the new business. Renovations will include parking, outside patio dining area, kitchen, storage facilities, lavatories, and internal service and eating space.

The décor will feature wood accented chairs with rustic theme. Dinner style tables will be surrounded by wooden chairs with comfortable seating cushions. Solar panels will be installed to incorporate in our health and environment conscious restaurant. Our utensils will be mainly papers, wooden and stainless.

Sales projections assume 1,300 customers per week, (70% will be inrestaurant sales,20% will be catering sales and 10% will be delivery sales), resulting in weekly sales average \$23,825.5 or \$1,238,926 annually. (See *Financial Plan for details*) Sales of Food Truck will vary depending on the weather. Food truck will not be available from December to February. We are expecting a high demand on delivery during this season.

Total start-up costs will be \$700,000, 30% of which will be contributed by the owner and the remainder will be secured by a proposed bank loan.

Business Objectives

Avocado Theory's objectives for the first three years of operation include:

- Keeping food costs at 35% or less, of revenue. On the off season we would raise the price of avocado dishes by a dollar.
- Improving Gross Margin from 65.41% in Year 1 to 67.10% in Year 2. These are attainable targets; our 'stretch' is to attain 70.73% by Year 3.
- Keeping the employee labor cost between 30-35% of total sales.
- Averaging sales between \$953,160 \$1,238,926 per year.
- Expanding our marketing and advertising in Chicagoland and in the neighboring suburbs to increase our customer base.

Avocado Theory Overall Objective:

- To become the premier fast-casual restaurant in every market entered.
- To revamp avocado in the eye of the consumer.
- To be open in a possibility of expanding to other location
- To offer high-quality food and a wonderful experience at reasonable prices.

Mission Statement

Avocado Theory's mission is to become the premier fast-casual dining experience. This will be accomplished by offering an unprecedented experience coupled with great food and reasonable prices. We will be mindful of the wellbeing of our customers and staff– treating each and every one with dignity and respect.

Guiding Principles

A. Being Mindful of our Customers and our Staff

We will treat both our customers and staff in a manner in which we ourselves would want to be treated (or better!).

B. Gratitude

"An attitude of gratitude" shown to our customers, employees and vendors – because without their input, service, labor and time, our business would not be here without them!

C. Our Service

Provide warm and friendly service creating an informal and comfortable environment intended to make a loyal and satisfied repeat customer.

Keys to Success

- A. Repeat business. Create an experience so that every customer would want to return, and recommend the restaurant to others.
- B. Hire experienced chefs and offer good salary and benefits and continuous training opportunities.
- C. Location. Convenience and proximity to our market will be one key to business success, along with building a relaxing and comfortable internal environment.
- D. A variety of menu items revolving around Avocados and other healthy choices, reasonably priced to establish credibility, but not so high as to limit customers.
- E. Design and employ strict financial controls.

Company Description

Avocado Theory will be located 17302 Oak Park Ave, Tinley Park, IL 60477. The restaurant will be wholly owned and operated by Krunal Patel. The restaurant will serve a variety of avocado menu from toast, salad and pasta. (See Menu attached in the appendix)

In addition to breakfast and lunch, we will offer coffee, fresh squeezed juice, and smoothies in a relaxed rustic, eco-friendly environment.

Avocado Theory will be a full-service restaurant which offers catering and delivery.

The restaurant will be open 7 days a week with hours as follows:

 Monday
 6:00 am - 9:00 pm

 Tuesday
 6:00 am - 9:00 pm

 Wednesday
 6:00 am - 9:00 pm

 Thursday
 6:00 am - 9:00 pm

 Friday
 6:00 am - 9:00 pm

 Saturday
 6:00 am - 9:00 pm

 Sunday
 6:00 pm - 8:00 pm

Ownership

The Avocado Theory, and the real estate on which it sits, will be entirely owned by Krunal Patel.

Legal Form

Avocado Theory will be organized as a Limited Liability Company, wholly owned and operated by Krunal Patel. The company has yet to be formed. The Real Estate will be held in a separate LLC, also 100% owned by Krunal Patel. This company has yet to be formed.

Start-Up Summary

The cost to open the restaurant is \$700,000. The building will be purchased for \$115,000; contract terms have been agreed. Renovations, furniture fixtures, and equipment total \$432,203. A detailed list of Sources and Uses of funds is included in the financial section.

Once all the financing and contracts are in place, the renovations will require approximately 60 days to complete. Mr. Patel will hire a general contractor to manage the renovations.

\$210,000 of the start-up costs will be funded by the owner. The owner's source of funds is a combination of liquid assets and marketable securities, primarily from their existing delivery service business as Delivery Partner of Amazon

Location and Facilities

The 1620 sq. ft brick and wood frame two story building stands on a 10,020 sq. ft., with parking for 5 vehicles at the rear of the building and 6 on the side of the building. The lot included a garage that can be removed to create 4 additional parking, there is a public lot immediately adjacent to the building and parking on the streets around the building.

The restaurant will be located on Oak Park Avenue, a busy street in the downtown area of Tinley Park. It is two blocks from the Metro station in Tinley Park that sees 16,000 cars every day. It is opposite Durbans restaurant and bar and in an area that attracts a large nighttime clientele for the various restaurants and bars with which it is co-located. This proximity will allow the location street recognition. Oak Park Avenue is a major route through the town and the building is on an intersection that leads to a residential area.

The renovations will include the construction of a patio on the side of the building that will seat an additional 30 people. The intent is to use it all year round. In warmer months it will be open air, and in the cooler temperatures it will be closed and heated.

Tinley Park, a Chicago suburb in Cook County, Illinois, has a population of over 56,204 according to the 2018 U.S. Census Report. The residential population in the immediate area is comprised of a mixture of single family and multi-family housing. The median household income is \$76,061.

Major employers in the area include Panduit, UGN Automotive, Comcast Call Center, Conifer Health Solutions, KVH Navigation Systems, Archer Wire, Goodheart-Willcox Publisher, Amfo Tek, with many smaller businesses located up and down Oak Park Avenue.

Avocado tree will be installed in the middle of the restaurant together with small plants to bring a relaxing, warm and welcoming environment. Skylight will also be installed to give a natural light inside. All the trees outside the building will be cut and replaced by smaller trees.

Product and Services

Avocado Theory offers menu revolving around Avocado from toast, salad, pasta, desserts, smoothies, and other healthy options with exceptional customer service in a relaxed and welcoming atmosphere. Customers can make their own appetizer dip in out "create your own" salsa bar. In addition, we offer to-go dishes, delivery and catering services and also a children's menu will be available. Avocado Theory will serve the freshest and quality ingredients to ensure customer satisfaction.

Any of the breakfast or lunch and kids' menu can be premade or prepared in 2-3 minutes to ensure fast pace service and high customer satisfaction.

A sample menu is appended in this business plan.

Market Analysis

The restaurant business is part of a large and diverse industry. Avocado Theory will be operating in a similar market to bakery cafes like Panera Bread. Panera's is a high demand fast casual chain built on freshly made bakery products, Avocado Theory will build on freshly made health-oriented breakfast food revolving around avocado, and seek to serve a similar consumer group – primarily working families with a health-oriented mindset and disposable income.

As consumers become increasingly aware of the correlation of weight gain and the consumption of bakery goods, Avocado Theory can fill a gap left by Panera and similar restaurant cafes, with a better breakfast option for those who crave a healthy lifestyle.

Industry Description Outlook

The Breakfast/ Bakery sector of the industry is huge and growing still. According to IBISWORLD.com, Panera has dominated the breakfast sector over the last 6 years with an annualized growth rate of 2.9% and is expected to maintain a rate of 1.1% over the next 5 years. In 2019 alone, they made more than \$11.2b in sales. A major driving factor of their business is coffee consumption. When you brew it, they will come. It is noted by IBIS world, that when coffee consumption increases, all who serve it experience great growth in revenue.

Consumers spent well over \$11 billion on coffee and breakfast at Panera in 2019. They also lost over one third of their customer base that same year in search of other restaurant, due to growing health awareness and lack of options.

One of the main driving factors that causes speculators to expect a downturn in Panera's business, over the next 5 years, is the growing number of health-conscious consumers. Panera has taken steps to include healthier options, but one fact remains: They rely heavily on baked goods, the exact thing that is driving customers to seek a healthier option.

Target Market

Avocado Theory's target market are individuals, typically 30-years of age and older, who have a desire to create a healthy lifestyle for themselves and their families. The avocado receives almost unprecedented media attention touting the health benefits of the fruit, with its naturally occurring dose of monounsaturated fat, capable of destroying bad cholesterol and maintaining healthy hearts. With so much attention it has become almost a fixture on the menus of many Millennials, or those who are now entering their 30's, and this is the market Avocado Theory is focusing on.

Avocado Theory's target market, according to Business Insider, spends around \$3,700 eating out per year compared to \$7,200 spent on all food for a year. That means just under half of what we eat is done outside of the home and in restaurants. This equates to about \$20 a day or \$6.50 per person/ per meal. This is, of course, an average and does not represent the individual as a person but rather the individual from a societal perspective.

The customer Avocado Theory is aiming for will be those willing to pay a small premium for a higher quality, healthy meal. This is not an unreasonable or unproven strategy. It has been shown to work well time and time again in the grocery story with organic foods. In 2016 alone U.S. consumers spent \$43b on healthier organic options in grocery stores.

Based on IBIS world information, and our experience operating in farmer's market locations, the company anticipates most customers spending between \$10-\$13 per person, per visit, and living within a 5-mile radius of the location. To combat this small scope, we plan to offer a discount to anyone who comes from within the Chicago city limits.

Avocado Theory has been building a market for the store for a year. The concept was tested on the public in the spring and summer of 2019 at the Tinley Park Farmer's Market, where it was one of the highest performing stands in the entire venue. The company went through boxes upon boxes of avocados, even having to send someone to the store to buy more.

It took three weeks for the public to know the stall was there, and coming to the market and bringing others to sample and purchase products. The company will have a presence in the Farmers Market throughout the 2020 season and add to the offering information and promotional offers for the new location.

For the catering business we intend to target social events, such as graduations and birthdays, parties akin to the Super Bowl, Institutions like schools and business, and holidays like Thanksgiving or the Fourth of July. We expect to serve anyone in a 30-mile radius with a full catering from the catering menu (See Catering Menu in the appendix).

We are considering making food to serve at local bars since it is required in Tinley Park that all bars serve food. Fresh guacamole and chips would be a great match with a microbrew. As far as any other business to partner with we are not only open to options but looking into possible collaborations.

Competitive Analysis

The three biggest competitors, local breakfast spots in Tinley Park, are Panera Bread, Blueberry Hill Café, and Egg Headz Café. Blueberry Hill and Egg Headz are more or less the same in a lot of ways. Local Panera Bread locations, on the other hand, have major shortcomings according to their internet reviewers.

- Blueberry Hill Yelp reviews indicate that this establishment suffers mostly from lackluster food, with only a 58% in one-star reviews. Many reviewers love their customer service, but several mentioned low food quality. Where Avocado Theory will excel by comparison is in food quality, taste, freshness and the supporting health benefits. The company will also put a focus on outstanding customer service as this seems to be a major factor in Blueberry Hills success.
- Egg Headz has similar situation. Their customer service and welcoming décor get positive reviews. Their food is decent, not bad but not great. They have a long menu with whimsically named platters which can create confusion upon ordering. Yelp reviewers gave them only 66% in 5-stars. Many of the negative responses focused on the rude General Manager, average food, and forced 20% gratuity hidden at the bottom of the receipt. Avocado Theory will as noted above, excel in taste, health, ease of menu, and a strong culture of positivity. Promoting a happy positive life style to compliment a heart healthy diet in a relaxed atmosphere with a comfortable dining area.
- Panera is actually the weakest competitor in the Tinley Market area. While it should be the strongest competition, poor customer service, mismanagement, and a staff that doesn't care has earned them 78% 1-star reviews. This offers an opportunity for Avocado Theory to enter the market and satisfy their disgruntled guests. Panera, overall, has a delicious menu and a comfortable setting. Avocado Theory's biggest advantage over Panera will be the focus on a heart healthy and delicious menu of items. As mentioned earlier, they have lost a significant amount of their early

growth rate in 2019 due to a lack of healthy options. As a bakery they are projected to maintain that loss over the next 5 years.

- Indirect competitors one company that may be able to impact the
 potential target market is Seattle Sutton, a health food meal delivery
 company that caters to personalized diets. Their prices are similar to those
 the company is projecting and they do offer lot of variety. However they are
 an order in advance company that has tightly defined customer and
 delivery structures that defeat the object of casual dining.
- Mariano's Grocery Store another possible indirect competitor. They offer a build your own guacamole table, but they are essentially a grocery store not a restaurant.
- Coffee Shops while most of these locations don't focus on actual meals, coffee is known to be the main driver of business to breakfast restaurants. This issue can be overcome by offering better coffee and drink options than the competitors, better service, and a healthy uplifting environment.

Management Team Gaps

The company will have an outside attorney to handle all legal issues including company formation, contract reviews and other legal matters as they arise. They will have a company CPA familiar with the restaurant/bakery industry to oversee all accounting and tax functions. They will also either use the CPA to do payroll or hire a dedicated payroll company, whichever is most cost effective. Finally, they will be consulting with an Insurance Broker to assess insurance needs and provide appropriate cover. All are currently in process of being hired.

To meet the gaps associated with inventory management, and cost accounting, Mr. Patel will purchase a POS (point of sale system) that simplifies communications between the kitchen and the wait staff. Orders go through the computer, directly to the kitchen printer. Another benefit of a restaurant POS program is that it can track everything from food usage, to the most popular menu items. The daily operations of running a restaurant, and marketing assistance.

Some can also manage profit and loss statements and sales tax. Several systems are under review.

Staffing

Avocado Theory expects to hire 9 full-time and 5 part time employees, operating on a rotating schedule, to serve food, clean, prep, deliver and operate the counter. Krunal Patel will personally select each candidate. Each applicant will be rated and evaluated according to a pre-defined set of standards designed for each position. Background checks will be utilized for designated positions. Recruiting efforts will always center on referrals.

Personnel Plan

- Krunal Patel: New site searches, build out project management, accounting, and grill operation.
- Gus Johnson: Food preparation and cooking.
- Misc.: Busing, dishwashing, cleaning, and other assorted activities.
- Sean Smith: Assigned to each store.
- The first employees will be picked from Krunal's existing delivery company at Amazon.

Personnel Cost

	2020	2021	2022
Cook	\$ 33,280	\$37,440	\$ 41,600
Manager	\$41,600	\$ 43,680	\$ 45,760
Staff	\$ 283,920	\$ 307,580	\$ 425,880
TOTAL PEOPLE	14	15	20
Total Payroll	\$358,800	\$388,700	\$513,240

Financial Plans

Important Assumptions

- Meal Price range from \$10.00 \$17.00
- Average Spending per Customer (Restaurant and Food Truck): \$13
- Average Spending per Catering: \$350
- Average Spending per Delivery: \$20
- The inside dining room will be comprised of 15 tables with a seating capacity of 50, the outside dining will have 7 tables with 30 seating capacity. 15 available private parking spaces provided in the lot on the property and 50 public parking spaces can be found in the Public space next door, across the street, and along the street.
- The restaurant will employ 14 employees.
- Target Revenue \$1,238,926
- Annual 3% increase for inflation and the 10% annual increase in revenues
- Catering will be available. Projections assume 45 parties monthly @ \$17 -\$25 per plate. Catering will escalate to 60- 100 parties on social events, such as graduations, parties akin to the Super Bowl and holidays.
- Free delivery will be offered using our delivery service. Private delivery option will be available like GrubHub and Postmates.
- 70 % of the sales is expected from customer/restaurant sales, 20 % will be from catering, 10% will be from delivery.

Start-Up Costs

Total start-up costs will be \$700,000, \$210,000 of which will be contributed by the owners and the remainder will be secured through a proposed bank loan. In addition, the business will receive \$70,000 grant from the city government after improving the building and location and by proving that the business will bring in income to the people and business to the city.

Start-up Costs

Inventory Purchases	\$15,270
Salaries and Wages	\$0
Payroll Taxes	\$0
Accounting	\$1,500
Advertising	\$3,500
Food Truck	\$20,700
Bank Charges	\$150
Education	\$1,299
Insurance	\$3,150
Legal	\$25,000
Loan Interest	\$3,442
Memberships	\$475
Signage	\$5,280
Restaurant Supplies	\$6,223
Outside Services	\$2,500
Postage and Printing	\$100
Building Purchase	\$115,000
Real Estate Taxes	\$0
Building Renovations	276,801
Telephone	\$200
Software/POS	\$4,981
Subscriptions	\$350
Utilities (Gas / Water)	\$1,850
Capital Purchases - Solar Panel	\$28,800
Capital Purchases - Equipment	\$16,368
Capital Purchases - Furniture	\$12,262
Miscellaneous (Uniforms/Others)	\$2,000
SUBTOTAL	\$547,203

Source and Use of Funds

Total start-up costs are estimated to be \$547,203. The majority of the costs are associated with purchasing of the lot and the building, (\$115,000), and renovations which include parking lot expansion, patio dining, installment of live plants indoor and outdoor, skylight, plumbing,(\$222,300). Additional start-up

expenses are in form of working capital and contingency (\$151,850) most of this expenses is for installment of solar panel, furniture and equipment. *(See detailed breakdown below).*

Krunal Patel will contribute (30%) and are requesting an additional \$490,000 in the form of a bank loan. The loan is expected to be a fully amortizing 25-year term note secured by UCC filings on all furniture fixtures and equipment.

Sources of Cash	
City Grant	\$70,000
Bank Loan	\$490,000
Owner's Contribution	\$210,000

Uses of Cash	
Building and Lot Purchase	\$115,000
Renovation	\$276,801
Work Capital and Contingency	\$152,800

Renovation Breakdown Costs

1. General Conditions:

a. Permits & Fees	\$ 1,030.00
I. Barricade	\$ 2,100.00
m. Clean-up & dumpsters	\$ 2,350.00
1.5 Demo	\$ 10,150.00
2. Land-balance, Excavation & Fill	\$ 10,000.00

3. Sewer & Watermain	\$ 20,000.00
4. Landscaping, irrigation	\$ 8,650.00
5. Asphalt Paving	\$ 26,000.00
7. Façade	\$ 15,700.00
8. Flooring, Baseboard	\$ 17,000.00
9. Trusses and Soffits	\$ 4,528.00
10. Impact doors, bollards	\$ 1,352.00
11. Drywall, Metal Studs, Taping, Mudding, Prime and Paint	\$ 13,000.00
12. Insulation	\$ 4,400.00
13. Shelving	\$ 10,000.00
14. Roofing with skylight	\$ 18,500.00
15. Windows, outside deck and doors	\$ 14,000.00
16. Toilet Partitions / Accessories	\$ 15,000.00
18. Fence / Guard Rail	\$ 1,500.00
19. Electric	\$ 2,500.00
20. H.V.A.C.	\$ 24,500.00
21. Sprinklers	\$ 18,000.00
22. Fire Alarm Systems	\$ 12,000.00
23. Awning	\$ 1,500.00
24. Fire Extinguishers	\$ 300.00
25.Electric and Lightings (outside and inside)	\$ 20,000.00
Total Price	\$ 274,060.00
Insurance 1%	\$ 2,740.60
Total Price	\$ 276,800.60

Work Capital and Contingency Breakdown

Inventory Purchases	\$15,270
Food Truck	\$20,700
Legal	\$25,000
Solar Panel	\$28,800
Equipment	\$16,368
Furniture	\$12,262
Accounting	\$1,500
Advertising	\$3,500
Bank Charges	\$150
Education	\$1,299
Insurance	\$3,150
Loan Interest	\$3,442
Memberships	\$475
Signage	\$5,280
Restaurant Supplies	\$6,223
Outside Services	\$2,500
Postage and Printing	\$100
Telephone	\$200
Software/POS	\$4,981
Subscriptions	\$350
Utilities (Gas / Water)	\$1,850
Miscellaneous (Uniforms/Others)	\$2,000
Total	\$155,400

Projections

Sales - Based upon the average customer spending \$13 on a meal and up to \$15 with a fresh juice or smoothie. Senior citizens and veterans will be discounted 10%.

Catering is calculated on an average sale of \$15,773.33 per month with 45 orders per month.

Delivery and Restaurant will account for \$62,830 in monthly sales.

Food Truck will account for \$29,250 in sales per month.

On this basis we expect to gross \$1,238,926

Operating Expenses - our total expected expense for the first year should be around \$778,197

Inventory Expenses- for the first year should be around \$448,895

With this figure our Gross Margin should be around \$790,031 per year.

Marketing Strategy and Implementations

At first, Avocado Theory will open a Food Truck located at the Farmer's Markets in and around Tinley Park, Orland Park and in surrounding suburbs. This will be our "Market Testing Area". Our customers will enjoy our standard menu fare revolving around Avocados as the main ingredient with other healthy choices. Avocado Theory food truck will serve a hearty and healthy avocado meal on the go that will satisfy the health conscious as well as the avocado aficionado.

As we go further, Avocado Theory will position itself as a fast-casual restaurant in Tinley Park, a Chicago suburb in Cook County, Illinois. We will do this by providing quality and healthy meals, prepared with quality and fresh ingredients at a reasonable price. Customers will enjoy the quaint ambiance inside with a rustic theme of wood accented chairs with comfortable seating cushions and dinner style tables. Our restaurant will provide a relaxed and welcoming atmosphere and every customer will be greeted with a warm smile.

In attracting our customers to try our Avocado menu, we will provide a "create your own" guacamole and salsa bar where customers will be able to choose their own ingredients. Also, lighter options and smaller portions for children will be available.

Strategy Pyramids

Strategy: To be the Tinley Park area's premier Fast-casual Breakfast and Lunch Restaurant in Customer Satisfaction.

Tactics: First create awareness – our print ads and signage in front of the food truck and restaurant will bring customers to us. Create a social media pages and

website – to make potential customers aware of us and entice them to visit our food truck and restaurant.

We will acknowledge the customer with a warm and sincere greeting, check in with them during their visit, and thank them when they leave in hopes to satisfy their expectations. Our goal is to create repeat customers as well as to give them a reason to tell others about us.

Programs: Avocado Theory will provide employee training on customer service and retention; offer ongoing and adequate training programs for employees to keep them on current trends and food safety. Likewise, we will offer employees performance incentives and keeping their performance progress through reviews. Hire Mystery Shoppers. Employ the use of surveys both at the table and online or suggestions/comments box.

Competitive Edge

- 1. Offering a different Avocado menu from toast, salad pasta, and desserts, and other healthy meals.
- 2. Enthusiastic and friendly staff.
- 3. Providing excellent customer service.
- 4. Our "create your own" guacamole and salsa bar will help customers create their own preferred appetizers and dip.
- 5. Innovative packaging will position us at the same level with other fastcasual restaurants.
- 6. Offer free delivery to hospitals and health centers, government facilities or city community services as well as within a 3-mile radius of the building.

Marketing Strategy

The success of Avocado Theory will have to be based on serving our markets well, serving great and quality food.

When we open the food truck, our goal is to spread the word far and wide of our grand opening in the Fall. Our first repeat customers should be won over at the Farmer's Market, before the store's opening. Concentration will be on maintaining quality and establishing a strong identity in the local market. We will be proactive rather than being reactive in our marketing efforts. We will achieve these goals by using the following:

- Database We will begin our campaign by marketing to our existing database of customers whose information will be given by request when they visit.
- We plan to offer discounts on veterans and senior citizens.
- Avocado Theory will provide a fun and energetic environment, with high quality food at an acceptable price in a clean and friendly place. We intend to be the talk of the town.
- Our restaurant team will also be active in the local community and we plan to take an active role in participating and sponsoring for Tinley Park, local churches, and sports clubs.

Pricing Strategy

Avocado Theory pricing will focus on providing high quality yet affordable healthy food. Pricing will be moderate so customers feel they receive great value when patronizing our restaurant. Average price will be from \$10-17 per person in every visit, leveraging the volume of avocado and other healthy choices in the menu to be sold, we believe we can serve majority of the working individuals in the area.

Brand Challenges

Avocado Theory must establish a distinct and unique brand to stand out from other fast-casual restaurant competitors.

• Our logo is distinct as fresh, unique, energetic and playful with color elements that are eye catching.

• Our menu revolves around Avocado which is a much-loved fruit among Millennials and considered a superfood. And for those who don't like avocado we also offer other healthy options on the menu.

Promotions Strategy

Avocado Theory expects its target market to be individuals working and/or living within 5-mile radius; individuals 30-years of age and higher and or individuals who practice healthy lifestyle.

The company's promotions strategy to reach these individuals includes:

- Location The restaurant will be located in Oak Park Avenue, a busy street with 16,000 car traffic daily near downtown at the busy intersection of Oak Park Ave. and 173rd St. With easy access to Metro Station in Tinley Park which is two blocks away. We will have a sign on the side as well as one over our restaurant entrance and on our food truck.
- **Sampling and Demo** Avocado Theory employees will give free samples to passersby, food truck locations, government and community centers and in the store to taste the quality of our products and learn about us.
- **Pre-Opening Events** Prior to the grand opening of the Avocado Theory restaurant, we will open a food truck designed for prospective customers, local merchants and press contacts.
- Word of Mouth We will encourage our customers to share their opinions of the restaurant with their friends and family because we believe that the best form of advertising comes from those who believe in what we do.
- **Email** Avocado Theory will collect a database of customers who have visited us. We will send them general information about our menu, and our accomplishments in the community.
- **Advertising** Avocado Theory will initially advertise at the Farmer's Market, on the store front, and at sponsored community events in order to gain awareness.
- **Ongoing Customer Communication** Avocado Theory will maintain a website to publish a monthly email newsletter to inform customers about new events, promotional offers, products and more. We will stay current with industry trends and create a social media page (Facebook, Twitter

and Instagram). Our menu and hours of operation will be easily accessed online.

Positioning Statement

Avocado Theory will be the premier fast-casual restaurant in Oak Park Avenue. We will offer healthy meals at a reasonable price in warm, relaxed and comfortable setting. We have a wide selection of Avocado dishes in our menu and other healthy options to choose from and we also have menu options for lighter fare as well as a children's menu. Furthermore, we have a "create your own" guacamole and salsa bar where you can make your own appetizer dip. At Avocado Theory, we will surely satisfy your healthy cravings in the most positive ways.

Marketing Programs

Avocado Theory will employ different tactics to increase customer awareness of our food truck and restaurant. Our most important tactic will be wordof-mouth and in-store marketing. We will also use local marketing and local media/social media.

Word-of mouth / Instore marketing

- Grand opening celebration
- Upsell customers signage (digital signage)
- Use an overhead sound (overhead music playlist)
- Offer free Wifi
- Set up in-store surveys
- Free food sample
- Catering services
- Food delivery
- Outdoor signage
- Celebrate relevant holidays

Local Marketing

- Free occasional tshirts and/or store merchandise
- Participating in local festivals, athletic programs and local community organizations
- Disseminating brochures and flyers for local businesses

Local Media /Social Media

- Direct mail piece / flyers – containing interior pictures of restaurant, our menu, catering and delivery services offered, and an explanation of our concept.
- Website containing history, philosophy, and news and events
- Create social media page (Facebook, Instagram and Twitter)
- Invite food bloggers and influencers
- Local newspaper campaign

Sales Strategy

Avocado Theory sales plan is to establish and maintain a position with our local customers. The strategy is to attract more customers in order to increase revenue. Therefore, customer service is of the utmost importance in achieving our goal to provide a wonderful fast-casual style meal experience combined with superb customer service.

Our strategy is to have an experienced and well-trained staff to ensure the satisfaction of every customer. We will conduct training programs for our employees about service attitudes, customer perception and how to handle guest complaints.

Funding Request

Avocado Theory is a fast-casual restaurant and requires a significant upfront fund and working capital of \$700,000 in starting the business. It will ensure in establishing the brand in the restaurant industry and adequate market penetration. From this, our firm is requesting \$490,000.00 in the form of bank loan. Funds will be repaid on a fully amortizing 25-year term note secured by UCC.

Appendix

- I. Photo of the Location
- a. Building
- b. Parking Spaces
- c. Floor Plan
- II. Menu
- a. Restaurant Menu
- b. Catering Menu
- III. Financial Details
- a. Cash Flow
- b. Renovation Costs
- IV. Quotes/ Pricing
- a. Equipment
- b. POS
- c. Supplies
- d. Food Truck
- e. Solar Panel
- f. Furniture
- g. Signage
- V. Resumes



725 Periwinkle Ln. Aurora, IL. 60504 – 2115 S. Troy Chicago IL. Office (844) 205-ROOF (7663) FAX: (630) 324-7110 www.rockroofingnconstruction.net IL. Roofing Lic. #s 104-016554 & 105-005814 Chicago General Contractor Lic. # TGC066584

Sheen Construction 407 Wilshire Ln Bolingbrook, IL. 60440 Job: 17302 Oak Park Tinley Park, IL.

June 26, 2020

We hereby propose to furnish the materials and perform the labor necessary for the completion of exterior work.

Shingle & Siding Replacement

<u>Tear off</u>

- Complete tear off existing asphalt shingles.
- All roof elevations of building.
- All debris will be disposed accordingly.

Shingle Installation

- Installation of GAF storm guard ice & water shield at all eaves of the house.
- Remove & replace ridge shingles.
- Install GAF synthetic felt buster underlayment at roof field upslope.
- Install starter course of shingles at eaves & upslope of gables.
- Install drip edge if needed.
- Install GAF Timberline HD shingles.
- Flashing chimney cap.
- Caulk all flashing.
- Clean all debris related to job from site.

......\$14,460.00

Siding Installation

- Remove existing siding.
- Install new hardie board siding.
- Install new board trim.

......\$18,500.00

<u>Warranty</u>: GAF Smart Choice Limited Warranty – Manufacturer Defects.

- Years 1 thru 10 (non-prorated repair or recover) 100% for shingles and labor.
- Years 11 thru 40 (pro-rated portion) shingles only.
- Years 41 and beyond 20% shingles only.
- 110 mph 15-year coverage.
- Transferable to 2nd owner during years 1 thru 10.

Rock Roofing is a certified GAF shingle installer.

Warranty applies to shingles job only and certificate will be sent from the manufacturer within 60 days after installation is completed.

Note: Plywood replacement is subject to extra charge at \$60.00 per sheet labor and material. Any extra work not stipulated in our estimate, it will be a price increment accordingly.

Terms: A down payment of (50%) upon acceptance of contract. A second payment of (50%) is due upon completion of roof project.

Job starting date will be scheduled within a week and weather conditions permitting.

Exclusions: This agreement does not include any of the following; plywood replacement, the removal and disposal of any materials containing asbestos or any other hazardous materials as defined by <u>EPA</u>. If asbestos or lead paint are found on the promises, any cost for removal will be at owner's expense. In addition, our job does not include the cost to abate, remove or to clean any mold that may be found in promises in the future.

The roof contractor is not the architect, engineer or designer. Contractor's suggestions are not a substitute for professional engineering, architectural or design services, and are not to be relied on as such by owner.

Total \$32,960.00

Acceptance

The above specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work stipulated. Payments will be made as outlined above.

Signature

Respectfully,

Joel Soriano Business Manager

				CHE) CHPre	oposa	
(CHF)	CHEXX systems 10580 Legion Road Yorkville, IL 60560			CHEX	Date	Estimate #
sy				CHEX	6/29/2020	001544
Name / Address Sheen Construction Inc 407 Wilshire Ln Bollingbrook IL		Protected Premesis				
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onfidential Quotation **Quote Number**

609 AMARCHITECTS

Ouote Date

Jun 9, 2020

Quoted to:

A+M ARCHITECTS LLC 40 LANDOVER PARKWAY SUITE 3 HAWTHORNE WOODS, IL 60047

A+M ARCHITECTS LLC 40 LANDOVER PARKWAY SUITE 3 HAWTHORNE WOODS, IL 60047

Page:

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Phone: 847-726-9517 Fax: Email: al@am-arch.net

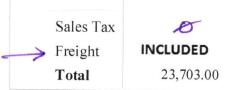
Resale No.: OUT OF STATE

Contact: ALAN ARNS

Customer ID	Good Thru	Payment Terms	Sales Rep			
AMARCHITECTS	7/9/20	Prepaid	ALEX			
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2 36" X FRAN GLAS 60min 4 120" Y FRAN IGU'S 60min Safety Requin This g	36" O.D. FIRE RATED HOL E WITH IGU MADE OF FIF S FIRE RATED 36" O.D. FIRE RATED HO E 2 VERTICAL MULLIONS WITH FIRELITE NT AND L FIRE RATED Glass meets ANSI Z97.1 and ements for impact resistance. ass is NOT tempered	LOW METAL WINDOW RELITE NT AND LOW E LLOW METAL WINDOW 5 4-1/2" WIDE AND 3 EQUAL LOW E GLASS	PAYMENT TERMS: Visa, Mastercard, Discove AMEX, Wire Transfer, Direct Deposit Or Check In Advance. VISA For Checks, Remit as Follow • <u>US MAIL</u> : RAY-BAR ENGINEERING CORP PO BOX 415 AZUSA CA 91702-0415 • <u>COURIER</u> - FEDEX, UPS, ETC: RAY-BAR ENGINEERING CORP			
REQU PLEA ORDE 3 CRAT S QUOTATION IS	THICKNESS AND ANCHO IRED AT TIME OF ORDER E ALLOW 6 WEEKS FOR I R CONFIRMATION AND P. NG AND FREIGHT INCLU VALID FOR THIRTY (30) IRED FOR OFFLOADING	FABRICATION AFTER AYMENT DED DAYS ONLY.	697 W FOOTHILL BLVD AZUSA CA 91702 **US MAIL DOES NOT DELIVER TO RAY-BAR'S PHYSICAL ADDRESS** Sales Tax			

IMPORTANT NOTICE

IMPORTANT NOTICE All materials are custom fabricated to the customer's specifications. No cancellations or returns after order is placed. All information and pricing on I quotation is considered privileged and confidential and is not to be disclosed, distributed, copied or shared, in any manner, directly or Indirectly WIh a potential competitive entity of Ray-Bar or the agents or representatives of that competitive entity. Ray-Bar Engineering Corporation assumes no lab or responsibility for any additional, direct, indirect, third party or liquidated damages and/or expenses. Ray-Bar Engineering Corporation manufacture all materials to customer specifications. Ray-Bar Engineering Corporation is to be held harmless as purchaser assumes ful its for radiation shielding protection designs, requirements and approvals in compliance with all applicable federal, state and local heath and safety cod and regulations, adequacy of shielding for radiation levels and types, proper installation techniques, appropriate personnel protection for limiting pote lead exposure, monitoring and proper clean-up and disposal of all material, debris and waste by recycling and/or utilizing a certified, licensed and qu disposal service in a manner as required by health and safety laws (never in trash or general waste). Customer should also have all shielding project completely surveyed by a qualified radiation physicist after installation and prior to use. These materials are strictly for medical or industrial use only and are not to be utilized in residential applications.



F.O.B. Shipping Address Above

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Ship to:

Established 1943 RAY-BAR ENGINEERING CORP 697 W Foothill Blvd * PO Box 415 Azusa California 91702 (626) 969-1818 * FAX (626) 969-6510

Overhead Door Company Of Joliet

Middleton Overhead Doors, Inc 48 Meadow Ave Joliet, IL 60436 Telephone: (815) 725-6077 Fax: (815) 725-8994 Middleton Overhead Doors, Inc 48 Meadow Ave Joliet, IL 60436 Telephone: Same Fax: Same



Proposal #: 1-3877 Q 5697

					ate 5/25/20	-	Attention Alan Arns			
-					Job Name Avacodo Theory					
City Hawthorn	Wood	ds	State ZipCode II 60047			Job Location Tinley Park				
	one Number Fax Number 17-726-9517				Job Phone 847-726-9517					
ITEM #	QTY	SERIES	DOOR WIDT	H DOOR HEIGHT	OPEN WID	-	OPENING HEIGHT		HEAD ROOM	JAMB TYPE
1	7	521	6' 2"	7' 1"	6' 0"		7' 0"	Manual	48"	
2	1	521	6' 2"	7' 1"	6' 0"		7' 0"	Manual	48"	

FURNISH AND INSTALL:

The above sized 521 series sectional door(s), as manufactured by the Overhead Door Corporation. Door standard features to include the following:

Sections will be constructed using 204R1 clear anodized rails and stiles extruded from 6063-T6 aluminum, .050 anodized aluminum panels. 2 5/8" center stiles, 3 1/2" end stiles, 2 1/8" intermediate rails, and up to 3 3/4" top rails and up to 4 1/2" bottom rails. Hinges and fixtures will be galvanized steel.

PROPOSAL TO INCLUDE THE FOLLOWING:

Item 1 above to feature the following:

- (4) Tempered Glazing For Sash Sections, 1/2".
- (14.17) Weatherseal, Saverstrip #407100.0003.
- (6.17) Weatherseal, Top Seal, dual flap #408972.
- (43.68) Insulated Stiles and Rails. Installed Each \$3492.00
- (1) Lift Clearance Track 24"-48" Headroom.

Item 2 above to feature the following:

- (4) Tempered Glazing For Sash Sections, 1/2".
- (14.17) Weatherseal, Saverstrip #407100.0003.
- (6.17) Weatherseal, Top Seal, dual flap #408972.
- (1) Pass Door, 34" Four Sections.
- (43.68) Insulated Stiles and Rails.
- (1) Lift Clearance Track 24"-48" Headroom.

Installed \$7267.00

We hereby propose to complete in accordance with above specification, for the sum of:

Thirty One Thousand Seven Hundred Eleven Dollars and No Cents

\$31711.00

Signature ____

Mark Middleton

Direct Dial: 815-725-6077

TERMS AND CONDITIONS

Payment to be made as follows: TBD

Prices subject to change if not accepted in 30 days.

BY OTHERS: Jambs, spring pads, all wiring to motors and control stations, unless otherwise stated above, are not included.Purchaser agrees that doors shall remain in Seller's posession until paid in full. In the event Purchaser breaches or defaults under the terms and provisions of this Agreement, the Purchaser shall be responsible for the costs of collection, including reasonable attorneys' fees. There shall be a 1 1/2% service charge per month for all payments due and owing after 30 days. (Agreements are contingent upon strikes, accidents, or delays beyond our control.)

ACCEPTANCE: Terms, Price, and specifications on all pages of this	proposal are hereby accepted	and the work authorized.
Purchaser:		
Signature	Title	Date of Acceptance



Façade Improvement Program

Application Form

A. Applicant Information

₿.

If Applicant is not the owner of the subject property the owner must sign this application (below) signifying they are aware of the improvements proposed as part of this grant application.

Name:	Krunal Patel	
Mailing Address:	1115 Emabeth Ct Apt 6	
City, State, Zip:	Crest Hun 16 60403	
Phone Number:		1
Fax Number:		1
Email Address:	Kru 5454@ gmail com	
Property Informat	ion	
Property Owner(s)	Krunal Patel	
Mailing Address:	1115 Elizabeth Ct. Aptle	
City, State Zip:	Crest thin, 12 60403	
Property Address:		
Permanent Index		
Existing land use:		
Zoning District:		
Lot dimensions an	nd area:	

C. Application Information

Sig

Description of proposed project (use additional sheets or attach a Project Narrative if necessary):

PATLO / WINDOW TO SIDE WALL

Is the applicant aware of any Variances required from the terms of the Zoning Ordinances? The XNo If yes, explain (note that a separate Variation application will be required to be submitted:

Is the applicant aware of any Village Code deficiencies of the property or structure? Yes XNo If yes, explain:

The Applicant certifies that all of the above statements and other information submitted as part of this application application of the best of his or her knowledge.

01109120
 Date



Façade Improvement Program

By signing below, the owner of the property, (if not the Applicant) is aware of the Applicant's proposed improvements and approves of the Applicant's request for funding under the Village of Tinley Park's Facade Improvement Grant Program.

Signature of Owner

01	1091	20	
Date			

Application Regulrements

A complete application for approval consists of the following items submitted in a comprehensive package:

- 1. The application form, completed and signed by the Applicant and/or property owner(s) of record.
- 2. A written project narrative describing the general nature of the project and outlining specific aspects of the proposal and matching grant funds requested.
- 3. A recent Plat of Survey of the subject property. This survey must have been prepared by a registered Illinois Land Surveyor, and include all existing structures and improvements on the subject property.
- 4. Plans and any other information pursuant to the Submission Checklist (below).

An application will not be accepted or processed until all of the items above have been submitted.

Checklist for Facade Improvement Grant Submission

Plan Submission for Staff Review requires ____ copies (11" x 17") of the following plans:

- Plat of Survey of existing conditions.
 - Building elevations of all four sides of all buildings; also include trash enclosure. Note that the elevations should be fully dimensioned including height, width and depth of all major building elements and components, as well as identification of all building materials.
- Colored rendering of proposed site improvement.
- estimates estimates proceed project project project project project Samples of all exterior building materials including, but not limited to, bricks (include model and color ID numbers); light fixtures; windows and moldings; shutters; awnings, etc. Material samples may be submitted after initial staff review but prior to placement on Economic and Commercial Commission agenda.

> waiting on applicant

In the case of extensive exterior modification and/or additions, please submit the following:

Site Plan of proposed condition, including;

7/8/20

- Fully dimensioned property boundaries;
- All building elements and physical improvements; •
- Setbacks from all property lines, measured at right angle to property line at closest . points; and
- Identification as to whether all elements are "Existing" or "Proposed."

If application dimension floor plans of all building levels even if conceptual in nature at this preliminary state. Submission of a floor plan will laid in the calculation of minimum parking requirement, etc.

Code Compliance Grant Program

JAN 21 2020

A. Applicant Information

If Applicant is not the owner of the subject property the owner must sign this application (below) signifying they are aware of the improvements proposed as part of this grant application.

	Namo.	Krung lottel
	Mailing Address:	1115 Elizabeth Ct. Apt 6
	City, State, Zip:	Crest till, 14 60403
	Phone Number:	
	Fax Number:	
	Email Address:	Kru 5454@ gmail com
		-
В.	Property Informat	ion

The identity of the owner and beneficiary of any land trust.

Property Owner(s):	Krunal Patel
Mailing Address:	1115 Elizabeth Ct Apt lo
City, State Zip:	Crest Hill, 12 60403
Property Address:	173082 Oak Park Ane
Permanent Index No. (PINs):	
Existing land use:	
Zoning District:	
Lot dimensions and area:	

C. Application Information

Description of proposed project (use additional sheets or attach a Project Narrative if necessary):

FLRE SPRINKALER SYSTEM \$2,000 to also install a fire a larm system Padditional

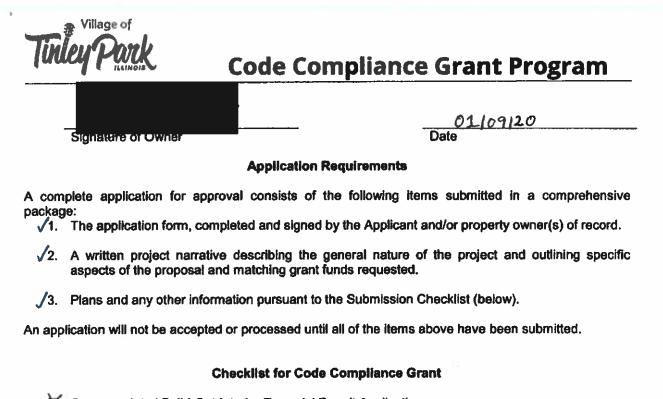
Is the applicant aware of any Variances required from the terms of the Zoning Ordinances? Yes XNo If yes, explain (note that a separate Variation application will be required to be submitted:

The Applicant certifies that all of the above statements and other information submitted as part of this application are true and correct to the best of his or her knowledge.

Signature or Applicant

01	10	91	20	
Date				

By signing below (next page), the owner of the property, (if not the Applicant) is aware of the Applicant's proposed improvements and approves of the Applicant's request for funding under the Village of Tinley Park's Oak Park Playbook Incentive.



- X One completed Build-Out Interior Remodel Permit Application.
- One completed Commercial/Industrial Permit Application, including all contractor/subcontractor information (included in Build Out Interior Remodel Permit Application).
- One completed emergency information sheet (included in Build Out Interior Remodel Permit Application).
- Letter of intent describing new occupant's business practice.
- X A letter defining scope of work.

leceived

7/8/20

- Four (4) sets of architecturally stamped and signed plans, showing any building, HVAC, electric, plumbing work. <u>If water meter is already installed, please indicate placement. If water meter is required, please indicate placement and size of the water meter.</u>
- Please indicate placement of fire sprinkler heads. If heads will be relocated, fire protection plans are required. Three (3) copies of engineered plans of any fire suppression/protection system plans with completed permit application submitted to the Fire Department at 17355 S. 68th Court. Build-out/Remodel permits will not be released until the fire suppression/protection system permit is submitted.
- Four (4) copies of a floor plan and layout of furniture/shelving/table, etc., placement must also be submitted.
 - Provide calculations for occupancy load and door width capacities.
 - o Provide calculations/documentation for aisle widths areas adjacent to seating.
- At the Building Officials discretion, architectural stamped and signed plans may be required depending on the extent of work involved.



Retail Grant Program

Application Form

A. Applicant Information

If Applicant is not the owner of the subject property the owner must sign this application (below) signifying they are aware of the improvements proposed as part of this grant application.

INdiffe.	Nundi i dici	
Mailing Address:	1115 Elizabeth Ct., Apt. 6	
City, State, Zip:	Crest Hill, IL 60403	-
Phone Number:		_
Fax Number:		
Email Address:	Kru5454@gmail.com	_
		-

B. Property Information

Property Owner(s):	Krunal Patel
Mailing Address:	1115 Elizabeth Ct., Apt. 6
City, State Zip:	Crest Hill, IL 60403
Property Address:	17309 Oak Park Avenue
Permanent Index No. (PINs):	12
Existing land use:	
Zoning District:	
Lot dimensions and area:	

C. Application Information

Description of proposed project (use additional sheets or attach a Project Narrative if necessary):

Sanitary improvements, grease trap, storm improvements (all related to utility service upgrades and tenant improvements)

Is the applicant aware of any Variances required from the terms of the Zoning Ordinances? Yes to lf yes, explain (note that a separate Variation application will be required to be submitted:

Is the applicant aware of any Village Code deficiencies of the property or structure? Yes No If yes, explain:

The Applicant certifies that all of the above statements and other information submitted as part of this application are true and correct to the best of his or her knowledge.

0710112020 Date



Retail Grant Program

By signing below (next page), the owner of the property, (if not the Applicant) is aware of the Applicant's proposed improvements and approves of the Applicant's request for funding under the Village of Tinley Park's Oak Park Playbook Incentive.

Signature of Owner

07101/2020 Date

Application Requirements

A complete application for approval consists of the following items submitted in a comprehensive package:

The application form, completed and signed by the Applicant and/or property owner(s) of record.

- A written project narrative describing the general nature of the project and outlining specific aspects of the proposal and matching grant funds requested.
- $\sqrt{3}$. Plans and any other information pursuant to the Submission Checklist (below).

An application will not be accepted or processed until all of the items above have been submitted.

Checklist for Retail Grant Submission

- One completed Build-Out Interior Remodel Permit Application. Received 7/8/20
 - X One completed Commercial/Industrial Permit Application, including all contractor/subcontractor information (included in Build Out Interior Remodel Permit Application).
 - X One completed emergency information sheet (included in Build Out Interior Remodel Permit Application).
 - Letter of intent describing new occupant's business practice.
 - A letter defining scope of work.
 - X Four (4) sets of architecturally stamped and signed plans, showing any building, HVAC, electric, plumbing work. If water meter is already installed, please indicate placement. If water meter is required, please indicate placement and size of the water meter.
 - Please indicate placement of fire sprinkler heads. If heads will be relocated, fire protection plans are required. Three (3) copies of engineered plans of any fire suppression/protection system plans with completed permit application submitted to the Fire Department at 17355 S. 68th Court. Buildout/Remodel permits will not be released until the fire suppression/protection system permit is submitted.
 - 🕱 Four (4) copies of a floor plan and layout of furniture/shelving/table, etc., placement must also be submitted.
 - Provide calculations for occupancy load and door width capacities.
 - Provide calculations/documentation for aisle widths areas adjacent to seating.
 - X At the Building Officials discretion, architectural stamped and signed plans may be required depending on the extent of work involved.



Kotur Mechanical Group, LLC

1381 E. Oakton, Suite #3 Des Plaines, IL 60016 Ph. (708) 250-2004 Fax (708) 457-0464 kotur30@yahoo.com Estimate

Name/Address AHMED SIDDIQUI

Date	Estimate No.	Project
06/23/20	3836	

Item	Description	Total
	17302 OAK PARK ST., TINLEY PARK	
07	PROVIDE ENGINEERED DRAWINGS	0.00
10 09	FULLY SPRINKLE 3,250 SQ. FT. INSTALL AND CERTIFY BACKFLOW DEVICE	0.00
11	INSTALL AND CERTIFY BACKFLOW DEVICE	0.00 0.00
12	INSTALL FDC CONNECTION INSTALL INSPECTOR TEST VALVE	0.00
13	INSTALL TAMPER AND FLOW SWITCH FOR ALARM CO. TO WIRE	0.00
14	INSTALL 2" MAIN DRAIN	0.00
16	PERFORM 2 HOUR HYDRO TEST FOR INSPECTION	0.00
15	PERMIT AND REVIEW FEES INCLUDED	0.00
02	TOTAL LABOR AND MATERIAL	19,500.00
	Tota	al \$19,500.00



SSE Mechanical, Inc. 15N799 Farm View Lane Hampshire, Illinois 60140 P 630-849-9556 <u>sseconsulting450@gmail.com</u>

June 29, 2020

- To: Ahmed Siddiqui 17302 Oak Park, Tinley Park, IL
- Re: 17302 Oak Park, Tinley Park, IL

We propose to furnish all materials and labor necessary to complete the following per drawings submitted by the GC / Owner or the recommendation of the Village of Tinley Park Sewer/Water Department:

Estimate

Activity		Amount
Sanitary: Provide new connection at city main located in rear easement		12 000 00
 new 6" PVC sewer lateral install 48" inspection man hole install 60" grease trap in rear remove extra spoils/dirt, install new gravel to grade 		13,000.00
 Water: Install new 6x4 water service vaulted Directional boring Install new 4"DIP water main Install news 4" water to rear of building plan Pressure test chlorination test Remove extra spoil/dirt Install new gravel to grade 		45,500.00
 Storm: Provide connection at side easement to existing manhole install 3 type A catch basin install 1 type C basin excavate infiltration trench install 80 lineal feet of 30" perforated pipe back fill with gravel to grade hook up downspouts per plans provided, remove dirt/spoils 		33,000.00
	Total	\$91,500.00

THIS PRICE IS FIRM FOR A 30 DAY PERIOD BEGINNING ON THE DATE OF ACCEPTANCE (SIGNING) OF THIS PROPOSAL All plumbing, water, and / or sewer work shall comply with relevant codes of the Village of Tinley Park and shall follow blueprints. Licensed contractor will complete all work.

THIS PRICE DOES NOT INCLUDE ANY COSTS OR FEES INCURRED FROM OBTAINING APPROPRIATE PERMITS FOR THE WORK

TO BE DONE. THIS PRICE DOES NOT INCLUDE UNFORESEEN OBSTACLES, UTILITY CONFLICT, UNSTABLE GROUND CONDITIONS, CONTAMINATED SPOIL, PAVEMENT RESTORATION.

SSE Mechanical, INC., INC IS WAIVED OF RESPONSIBILITY OR LIABILITY OF THE FOLLOWING:

- Root pruning.
- Sourcing and hauling material from an external source for backfilling.
- Placing or installation of fencing of any kind.
- Security of any kind of job site.
- Clearing of arborization in path of work.

• Any consequential damage of nature including arborization in path of work directly caused by no prior clearage; of which is the GC's liability.

- Exploratory digging of job site.
- Landscape restoration of job site after work is completed
- Dewatering of the property.
- Utility pole bracing.
- Natural Disaster Insurance.
- Contaminated material on job site, including any fees incurred from hazardous material handling.
- Non mechanical backfill.
- Televising of sewer and storm.

Payments to be made as follows:

50% upon signing contract; 50% upon completion of work* .

All work will be done in accordance with agreement. Any changes in work shall be requested by hand written change orders and approved by all involved parties. Payment agreement as follows: Payment within 10 days of receiving invoices for each completed task from Contractor; Final Payment due within 10 days of Job completion. If any payment is not received within the above stated grace periods, additional penalty fees and legal costs will be incurred at GC's expense.

ACCEPTANCE OF PROPOSAL: The above price, specifications, and conditions are satisfactory and are hereby accepted. I authorize SSE Mechanical, Inc, Inc. to do the work as specified. I agree to make payment for the job as outlined in this contract.

SSE Mechanical,

Inc.

Ahmed Siddiqui

Date

United Plumbing and Drain Inc

704 Glenshire Rd Glenview, IL 60025 (224)419-1473 gounited@yahoo.com



ADDRESS

Ahmed Siddiqui 17302 Oak Park Tinley Park SHIP TO Ahmed Siddiqui 17302 Oak Park Tinley Park



ESTIMATE # 1476 DATE 06/26/2020

ACTIVITY		AMOUNT
Sales scope of work: provide 6x4 pressure connection in Directionally drill under street install push new 4" DIP water main install new 4" water to rear of building per plan provide pressure test/chlorination remove extra dirt/spoils install gravel to grade	vault across street	45,000.00
Sales		14,000.00
sanitary : provide new connection at city main located in rear install new 6" pvc sewer lateral install 48" inspection man hole install 60" grease trap in rear remove extra dirt/spoils install gravel to grade	reasement	
Sales		35,000.00
storm: provide connection at side easement to existing ma install 3 type A catch basin install 1 type C basin excavate infiltration trench install 80 LF of 30" perforated pipe backfill with gra hook up down spouts per plans provided remove dirt/spoils does not include:		
permits, fees , unforeseen obstacles, utility conflic contaminated soil, pavement restoration	t , unstable ground conditions	
	TOTAL	\$94,000.00

Accepted By

Accepted Date



Date:	July 29, 2020
То:	David Niemeyer – Village Manager Brad Bettenhausen – Village Treasurer John Urbanski, Interim Public Works Director
From:	Colby Zemaitis, PE, CFM – Village Engineer
Subject:	Community Rating System (CRS) – 2020 Cycle Verification

Presented for August 4th, 2020 Committee of the Whole and August 18th, 2020 Village Board Meeting consideration and possible action:

<u>Description</u>: The CRS is a national program developed by FEMA to provide incentives and reward Communities that go above and beyond the minimum flood protection regulations by participating in the National Flood Insurance Program (NFIP). This cycle verification is required every five (5) years and was last completed in 2016.

The Village is currently rated as a CRS Class 7 community which provides our residents a 15% discount on their flood insurance premiums and we want to continue to provide this discount to our residents.

The cost for these services from Robinson Engineering Ltd., who has prepared these services in the past, is \$15,000.

Staff Direction Request:

- 1. Approve this proposal by Robinson Engineering Ltd. in an amount not to exceed \$15,000.
- 2. Direct Staff as necessary.

Attachment:

1. Proposal from Robinson Engineering Ltd. dated 7/27/2020.





July 27, 2020

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

Attn: Mr. Colby Zemaitis, PE, CFM Village Engineer

RE: Professional Services for Community Rating System (CRS) Administration - 2020 Cycle Verification REL#20-R0499

Dear Mr. Zemaitis:

Robinson Engineering, Ltd. (Robinson) appreciates the opportunity to serve the Village of Tinley Park in various aspects of stormwater and floodplain management, and as requested, we are submitting this proposal to assist Village Staff with the management and administration of the Village's Community Rating System (CRS) activities, documentation, and administration through the 2020 Cycle Verification. We have reviewed the Village's previous verification cycle records and understand that the Village is currently rated as a CRS Class 7 community, which means that flood insurance policyholders with property in the Special Flood Hazard Area receive a 15% discount on their flood insurance premiums. It is our understanding that the Village wishes to maintain this Class 7 rating and would like to work towards obtaining additional points to ensure the Class 7 rating is secured.

The CRS is a national program developed by FEMA to incentivize and reward communities that go above and beyond the minimum flood protection regulations required by participation in the National Flood Insurance Program (NFIP). A Cycle Verification visit occurs once every five years and includes a detailed review of the Village's entire CRS program. Per correspondence with personnel from the Insurance Services Office (ISO), FEMA's CRS management contractor, the Village is due for a Cycle Verification in 2020. This verification includes a visit with the assigned ISO Specialist, which has been scheduled for September 8, 2020. Prior to this visit, the existing CRS application and paperwork needs to be collected and updated per the current NFIP-CRS Coordinator's Manual (2017). At this visit, the ISO Specialist will review the Village's entire CRS program. ISO will then complete their review and provide an updated score and Class rating for the Village.

REL has a highly qualified team of professionals who will be dedicated and fully accessible throughout the verification process to ensure that the required activities are completed within our office, by Village Staff or by the Village's GIS consultant. Our team will be directed by Melanie K. Arnold, PE, who is currently providing CRS-related services for other communities.

The following page includes a list of tasks and program areas for REL to administrate the CRS activities. This list is based on the program areas for which the Village has earned points in the program in the past. Please note that our work does not include any GIS services; it is our understanding that we will be coordinating the creation of required exhibits and maps with the Village GIS consultant. Future annual re-certifications beyond the 2020 CRS Verification Cycle are not included in this proposal, but we would gladly provide these services in the future (the next re-certification will likely be in 2021).

<u>Tasks:</u>

200 Series – Procedures Verification Form and Program Data Table

300 Series - Public Information Activities

Elevation Certificates, Map Information Services, Outreach Projects, Hazard Disclosure, Flood Protection Information, Flood Insurance Promotion

400 Series - Mapping & Regulations (Coordination with Village's Consultant Only)

Floodplain Mapping, Open Space Preservation, Higher Regulatory Standards, Flood Data Maintenance, Stormwater Management

500 Series - Flood Damage Reduction Activities

Limited to research and evaluation for potential additional credits

Project Coordination & Administration

Including meetings with Village Staff & ISO

Our fee for the efforts described above is anticipated to not exceed \$15,000 for the duration of the 2020 Cycle Verification process. We will bill monthly at our standard hourly rates.

We have attached a copy of our Standard Terms and Conditions to this letter. Please sign and date this proposal along with the attached Standard Terms and Conditions as authorization to proceed. We thank you for the opportunity to serve the Village of Tinley Park on this important effort of good floodplain management.

Very truly yours,

ROBINSON ENGINEERING, LTD.

Van Calombaris, PE Vice President

ACCEPTED THIS _____ DAY OF _____ 2020:

VILLAGE OF TINLEY PARK, IL:

Signature

Printed Name, Title

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

CONTRACT – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

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

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

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

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

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

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

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

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

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

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

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, or have control over any contractor's work, nor shall REL have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions and programs in connection with the contractors' work, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. REL neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. REL shall have no authority to stop the work of any contractor on the Project.

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

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

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

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

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

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

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

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

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

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

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

Date: ____

PUBLIC COMMENT

ADJOURNMENT