

## **NOTICE OF A SPECIAL MEETING OF THE COMMITTEE OF THE WHOLE**

A special meeting of the Committee of the Whole is scheduled for  
Tuesday, September 15, 2020 beginning at 6:15 p.m.

A copy of the agenda for this meeting is attached hereto and can  
be found at [www.tinleypark.org](http://www.tinleypark.org).

### **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 Committee of the Whole may 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 [clerksoffice@tinleypark.org](mailto:clerksoffice@tinleypark.org) or placed in the Drop Box at the Village Hall by noon on Tuesday, September 15, 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, September 15, 2020, beginning at 6:15 p.m. in Council Chambers, located in the Tinley Park Village Hall, 16250 South Oak Park Avenue, Tinley Park, Illinois 60477.

The agenda is as follows:

1. CALL MEETING TO ORDER.
2. CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL COMMITTEE OF THE WHOLE MEETING HELD ON SEPTEMBER 1, 2020.
3. DISCUSS FREEDOM POND LANDSCAPE ENHANCEMENTS PHASE 2 PROJECT.
4. DISCUSS 174<sup>TH</sup> STREET AND 67<sup>TH</sup> COURT SITE AND BUILDING IMPROVEMENTS PROJECT.
5. DISCUSS THE FOLLOWING PARKING AGREEMENTS:
  - a. 17344 OAK PARK AVENUE – ELEVATED ENTERPRISES, LLC
  - b. 17358 OAK PARK AVENUE – RUBRICS INC.
6. DISCUSS THE FOLLOWING ENCROACHMENT AGREEMENTS:
  - a. 17344 OAK PARK AVENUE – ELEVATED ENTERPRISES, LLC
  - b. 17358 OAK PARK AVENUE – RUBRICS INC.
7. DISCUSS AMENDMENT TO CERTAIN PROVISIONS OF THE TINLEY PARK TOWING OF MOTOR VEHICLES ORDINANCE.
8. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION  
VILLAGE CLERK

**MINUTES**  
**Special Meeting of the Committee of the Whole**  
**September 1, 2020 – 6:45 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 September 1, 2020, to order at 6:46 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.

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

Members Present: J. Vandenberg, Village President (Arrived 6:50)  
M. Glotz, Village President Pro Tem  
K. Thirion, Village Clerk  
C. Berg, Village Trustee  
W. Brady, Village Trustee  
W. Brennan, Village Trustee  
D. Galante, Village Trustee  
M. Mueller, Village Trustee

Members Absent:

Staff Present: D. Niemeyer, Village Manager  
P. Carr, Assistant Village Manager  
L. Godette, Deputy Clerk  
B. Bettenhausen, Village Treasurer  
J. Urbanski, Public Works Director  
K. Clarke, Community Development Director  
D. Framke, Marketing Director  
H. Lipman, Management Analyst  
P. Connelly, Village Attorney

Others Present:

**Item #2 - CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL COMMITTEE OF THE WHOLE MEETING HELD ON AUGUST 18, 2020** – Motion was made by Trustee Mueller, seconded by Trustee Berg, to approve the minutes of the Special Committee of the Whole meeting held on August 18, 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 – DISCUSS BRIXMOR INCENTIVE AGREEMENT** – Brad Bettenhausen, Village Treasurer, presented the Brixmor Incentive Agreement Resolution 2020-R-085 containing the Redevelopment Agreement between Brixmor IA Tinley Park Plaza, LLC (Brixmor) and the Village

related to proposed renovations to the Tinley Park Plaza shopping center on the east side of Harlem Avenue south of 159th Street (15903-16205 Harlem). The small retail center immediately at the southeast corner of 159th and Harlem (15901 Harlem) is not part of this shopping center.

Brixmor has proposed renovations and upgrades to the Tinley Park Plaza shopping center at an estimated total cost of \$21.9 million. “But for” the Village’s assistance toward the project, the renovations would not be able to move forward and current tenant interest in locating in the center would be lost and the shopping center would be adversely impacted.

The Village has offered financial assistance in an amount not to exceed \$9.9 million, or 50% of the actual project costs, whichever is lower. This assistance will be funded by a combination of tax increment financing (TIF) revenues generated by the shopping center properties alone, and incremental municipal sales taxes (1%) generated by all the businesses located in the shopping center over a ten (10) year period. A maximum of \$8.1 million of TIF eligible costs are to be paid from the TIF increment generated, with the remainder (\$1.8 million) to be paid from incremental sales taxes. The portion of the incentive to be funded between the TIF eligible costs and sales tax can fluctuate based on actual expenses, but in addition to the overall \$9.9 million cap on the financial assistance, the amount that can be provided from the incremental municipal sales tax component cannot exceed \$2.5 million.

Under long established fiscal policies regarding incentives, the Village does not look to share sales taxes it may be already receiving. In business expansion and redevelopment agreements such as this, the Village has always looked to share a portion of the increased (incremental) taxes that are expected to result. Following these principles, incremental sales taxes are computed in reference to a base using the 1% municipal sales taxes generated collectively by the shopping center retailers during calendar 2019. If a retailer currently located elsewhere in Tinley Park relocates to the Tinley Park Plaza during the term of the agreement, the sales taxes they generated over a preceding twelve (12) month period will be added to the base. However, in the incentive year where a Tinley business has first relocated, the amount attributable to the base will be pro-rated based on how many months of that incentive year the business was operating in the Tinley Park Plaza (this compares their sales taxes after locating in the center with a comparable base for the “short” period of less than one year).

As with most of the Village’s incentive agreements, the burden is heavily on the developers to achieve the maximum amount of the incentive. If the property or sales tax increments do not materialize at the levels anticipated to fulfill the total support offered, it directly affects the amount of assistance that will be provided over the ten-year period of the agreement. Conversely, if the project is successful in attracting new retail to the center, as is anticipated, it is also possible for the agreement to be fulfilled in less than the ten years provided under the agreement.

The Tinley Park Plaza shopping center (15903-16205 Harlem) began development in approximately 1974, and was expanded circa 1984-1988 which added Walt’s Food Store and Builders Square as primary anchors. Façade and other site improvements to the center were undertaken in 1992. Although there have been several mergers, acquisitions, and related name changes, the shopping center has been beneficially owned by the Brixmor Property Group (specifically Brixmor IA Tinley Park Plaza LLC) since 1995. The south end of the plaza was renovated circa 2003-2006 with a primary focus on redeveloping space which had been previously occupied by Builders Square (~1988-1999) which anchored the south end of the center following the termination of the lease by Kmart Corporation. This renovation resulted in the addition of a new free-standing out lot building set closer to Harlem Avenue (16205 Harlem) as well as newly designed tenant spaces (currently The Tile Shop through Dollar Tree). In 2015-2016, an additional free-standing building was constructed at the north end of the center (15903- 15915 Harlem), generally mirroring the building at the opposite end of the center. A portion of the in-line retail spaces was

demolished and reconfigured as additional parking. The currently proposed renovations are expected to revitalize the shopping center for years to come.

There is currently approximately 251,500 square feet in this retail center including the two freestanding out lot buildings. Of this, approximately 230,000 square feet lies in the in-line center along the eastern side of the property. Placing the storefronts in a continuous row set back away from the road, with the field of parking in front, was the typical configuration for shopping centers at the time this plaza was developed. Within the main in-line building, approximately 83,000 square feet (over 36%) is currently vacant. Some of this vacancy has resulted from companies who have ceased operations or have relocated. In the process, the plaza has lost some of its prior anchor tenants. The owners are aware of certain existing leases that are not expected to be renewed which would add to the vacancies. Brixmor has found success in leasing the newer renovated spaces, but finds that the older spaces are becoming increasingly difficult to fill, particularly in light of the changing needs and demands of “brick and mortar” retailers. The vacancies offer additional challenges in their marketing efforts.

Brixmor representatives contacted the Village approximately a year ago with an ambitious phased renovation plan intended to update and breathe new life into the shopping center. They were envisioning creating a potential dining and entertainment destination, and was seeking Village financial assistance to move the plan forward. Their initial assistance request had sought a significant sharing of sales taxes generated by the shopping center, which has been a common tool used by the Village (and other municipalities) to support new development and redevelopment alike with a goal toward increased sales tax revenues, employment opportunities, and reducing the government’s reliance on property taxes. However, the amount of the request, and the proposed structure of the sharing request far exceeded the Village’s established fiscal policies that have been developed and adopted by the Board over the past four decades. When the Village’s policies were applied to the request, the amount of potential support that could be provided was far less than their request and need.

While the COVID-19 pandemic significantly altered the owner’s earlier vision of creating a dining and entertainment destination, they have been successful in getting two retailers under contract that intend to occupy approximately 63,500 square feet of retail space. Both retailers have established stringent requirements for the delivery of the renovated space and Brixmor has been working diligently to be able to meet those deadlines. The initial phase of the project entails demolition of approximately 87,000 square feet of the in-line center and construction of new retail spaces to accommodate the retailers under contract, as well as others yet to be determined.

Mayor Pro Tem Glotz expressed concern regarding the financial assistance percentage. Trustee Galante concurred asking if a lower percentage was more typical. Mr. Bettenhausen replied the amount varies depending on particular circumstances.

Trustee Berg stated she is not in favor of using taxpayer dollars to fund corporations. David Niemeyer, Village Manager, replied this would be from the increment.

Andrew Balzer, Director of Redevelopment, Brixmor Property Group, gave an overview of Brixmor and the project.

At Mayor Pro Tem Glotz’s request Mr. Bettenhausen gave a brief explanation on the difference between taxpayer and TIF funds.

Trustee Galante asked if there is any upfront financial assistance. Mr. Bettenhausen replied no.

Motion was made by Trustee Mueller, seconded by Trustee Brady, to recommend the Brixmor incentive agreement, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Brady, Brennan, Galante, Mueller. Nays: Berg, Glotz. Absent: None. President Pro Tem Glotz declared the motion carried.

**Item #4 - DISCUSS PROCESS FOR AWARDING OF A BUSINESS LICENSE FOR ADULT USE CANNABIS FACILITIES.** – Hannah Lipman, Management Analyst, explained in August 2020, the Village Board approved an Ordinance amending the Tinley Park Zoning Ordinance for the purpose of regulating adult-use cannabis business establishments (2020-O-038). Per this Ordinance, there is only one (1) adult-use cannabis license available. It will be permitted as a Special Use in B-2 & B-3 Zoning Districts, permitted only along Harlem Avenue, LaGrange Road, and/or 159th Street, and be permitted in a standalone building only. Ordinance 2020-O-040 was also passed, establishing a business license for an adult-use cannabis facility.

The Village has been in contact with several individuals/companies who are interested in opening a dispensary in town. As there is only one (1) license available, staff has begun to consider what the process for awarding the license may consist of.

One approach is to utilize a lottery system. Minimum criteria would be developed to determine eligibility to participate, and an appeals process would also need to be created as well.

Another approach could be more of a merit-based system. Staff could share minimum criteria and request business license applications be turned in with a business plan, which displays that businesses ability to meet the criteria.

General criteria to be considered may include:

- Proven experience (other locations);
- Security plan;
- Whether or not a license has already been obtained from the State (or if in the process of obtaining a license);
- Local presence (Chicagoland area); and
- Past convictions, outstanding fees to any public agency, etc.

Patrick Connelly, Village Attorney, stated the criteria need to be clear.

President Pro Tem Glotz prefers a merit-based system with the applicant already having a license from the State. Trustees Brady, Galante, Berg, and Brennan concur. President Vandenberg concurred adding the criteria need to be very clear.

Trustee Mueller would like to see the applicant's plan for community engagement added to the criteria.

**Item #5 - DISCUSS DEMOLITION REQUEST FOR 7050 171ST STREET.** – Kimberly Clarke, Community Development Director, presented the demolition request. The property located at 7050 171<sup>st</sup> Street has continued to deteriorate for the past 3 years under the ownership of Sisk Holdings 3 LLC. Tenants have not occupied any portion of the building while under their ownership. The Building Department has continuously worked with the owners to make this a viable property. Contractor and engineering disputes along with other reasons have caused forward progress to halt. Several citations have been written for the violations starting in April of 2018. As of today, those code enforcement fines exceed \$13,000.

Per Village Ordinance 101.9, The Village sent notice to Sisk Holdings 3 LLC that unless steps are taken to repair the building within 15 days, the Village may seek a court order to demolish the buildings. The owners have not appeared in court.

Based on the definitions of an abandoned and dangerous building as outlined in our Village Ordinance, the building is a nuisance. The owner has not placed the building in a safe state, is unable to do so, and it is currently unable to be occupied. The building is an "attractive nuisance" and is having a negative effect on the community.

President Pro Tem Glotz asked if the daycare next door was closing and if there is a cost estimate. Ms. Clarke stated she has not spoken to the daycare owner regarding closing. Currently there is no estimate available, however there are funds available in the budget.

President Vandenberg asked how long it has been since redevelopment was attempted. Ms. Clarke stated it has been at least two years. While there was some interest recently, the purchase was unsuccessful, adding there are currently safety issues on the property which the owner is not addressing.

Trustee Brennan stated while safety is a concern, so is the cost of demolishing the property.

Trustee Mueller stated the surrounding business need to be considered as well, adding a lien would be placed on the property for the costs.

Trustee Brady asked if the Village erected the fence currently surrounding the property. Ms. Clarke replied the owner erected the fence after court action but no improvements have been made.

Mr. Connelly clarified, authorizing the demolition complaint still gives the property owner the ability to appear in court with repair plans. The building would not be demolished immediately.

A complaint will be drafted with a copy sent to the property owner. Once an agreement is drawn up, it will be presented the Board for approval.

**Item #6 - DISCUSS AMENDING TITLE III CHAPTER 31 SECTION 29 (31.029) OF THE TINLEY PARK MUNICIPAL CODE ENTITLED "VILLAGE CLERK AS VILLAGE COLLECTOR."**

–Kristin Thirion, Village Clerk, explained in the early days of Tinley Park, the small size of the community necessitated a degree of overlap in the duties of the Clerk's office. In addition to being the Keeper of the Records, the Village Clerk also served as Village Collector. Title III, Chapter 31, Section 29 of the Village Municipal Code describes this role and calls for additional funds to augment the Clerk's salary for the oversight of financial functions such as the collection of licensing, vehicle sticker, and parking fees. Ordinance 84-0-070 specifically provided for this compensation when it passed on December 18th, 1984.

In the Staffing Level Study conducted in June of 2017 by the Matrix Consulting Group, it was recommended that the "Village transfer financial functions performed by the Village Clerk to the Treasurer's Office (page 31)."

In addition to ending weekend service and eliminating a Commission Secretary position, the Clerk's Office subsequently effected a complete transfer of all staff conducting financial functions to the Treasurer's Office last year.

Salaries of elected officials cannot be changed while in office, therefore, Clerk Thirion recommended that the Village draft an ordinance to take effect on May 1st, 2021 that would eliminate the Clerk/Collector

office from the Code of Ordinances and eliminate the additional pay received by the Clerk for Collector's duties.

Trustee Galante asked the amount of compensation received. Mr. Bettenhausen replied it is a \$5000 annual stipend.

Mr. Connelly stated he will draft an ordinance eliminating the collector position, moving the duties to the Village Treasurer. This Ordinance will be presented at the next Village Board meeting.

**Item #7 DISCUSS LOBBYIST CONTRACT.** – David Niemeyer, Village Manager, presented the Lobbyist contract. The Village's annual retainer agreement with the Village Lobbyist, the Rory Group is due for renewal. Tom Manion and Lucy Anderson have been working with the Village since June 1, 2019 on State issues including the Tinley Park Mental Health Center and County issues including helping the Village obtain \$600,000 in grants to aid reconstruction of County roads.

There would be no fee increase, which is \$3000, per month.

This contract is for one (1) year, retroactive to June 2020 through June 2021.

President Vandenberg asked if there were any changes to the contract. Mr. Niemeyer replied there were none.

Trustee Galante asked if other Villages have a lobbyist. Mr. Niemeyer replied larger communities with more complex issues may have one. Trustee Galante then asked if a list of projects could be supplied to the Board, and if the Board can give them direction without incurring additional fees. Mr. Niemeyer responded yes to both, adding the retainer is a flat fee.

Mayor Pro Tem Glotz noted the fees are less than market price.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to recommend the Lobbyist contract, be forwarded to the September 15, 2020, Village Board meeting 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 SOCIAL MEDIA POLICY** – Donna Framke, Marketing Director, presented the Social Media policy. The marketing department is the village's central public information center and, as such, develops and monitors content on each of the Village's communications platforms including the Village's website, TV station and YouTube channel, community email newsletter, and social media platforms (Facebook, Instagram, Twitter and LinkedIn) to ensure a consistent Village-wide message. These channels are used for Village and department business purposes only and use for communications and postings of third-party advertising or political information is prohibited.

A social media policy that was drafted by the village attorneys was presented.

Mayor Pro Tem Glotz would like items 1,5, and 7 of the policy to include approval by the Village Manager or Assistant Village Manager.

Mayor Pro Tem Glotz also expressed concern with item 10 of the policy posing freedom of speech issues. Mr. Niemeyer responded Village employees are representatives of the Village at all times. Mr. Connelly stated this item can be reviewed. Trustee Galante added this is included in her employers Social Media Policy.

President Vandenberg asked about the Village's policy on public comments made on Village posts. Ms. Framke stated filters have always been set at the highest levels, eliminating curse words as well as foul and vulgar language. As a public forum, it is practice not to delete comments unless necessary.

Motion was made by Trustee Mueller, seconded by Trustee Brady, to recommend the Social Media Policy, be forwarded, as amended, to the September 15, 2020, Village Board meeting for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Glotz, Mueller. Nays: Galante. Absent: None. President Pro Tem Glotz declared the motion carried.

**Item #9 DISCUSS VILLAGE RESOURCES AND COMMUNICATION CHANNELS.** – Mr. Niemeyer explained at a recent Marketing Committee meeting, there was discussion of the use of the Village's communication channels, as well as staff, to promote certain events. The concern was whether individual trustees should be allowed to do this, and if the rest of the Board should be informed.

As mentioned at the Marketing Committee meeting, individual trustees have previously written columns in the Village Exchange Newsletter to promote events, however currently, the Village relies more on social media for communication. Recently social media was used to have each trustee prepare a video related to COVID-19. In addition, other elected officials have used Village channels to promote events such as presentations from the assessor's office.

If elected officials wish to continue to use Village communication channels, guidelines on the type of events that can be promoted, how it is communicated to other trustees, whether pictures should be included and whether there should be limits on how often one trustee can use the channels to promote a project or events in one (1) year, can be developed by Staff, if desired.

The Village Manager has occasionally written articles in the Village's weekly email blast on various topics of interest that are also promoted on the Village website. This may be an alternate option. For example, the Marketing department recently prepared an article working with the Finance department on the status of our budget cuts. As Finance is Trustee Galante's area, she would be the author of this article.

Trustee Brady does not feel there should be a limit on the number of times a Trustee can use Village channels. He is comfortable with the current helping our citizens and seniors. Trustee's Brennan and Mueller concurred.

President Vandenberg stated he doesn't have a problem with videos on Village channels as long as it's not political because we are here to help the residents. He feels there should be better communication. He also feels a decision should be made regarding personal opinions being expressed on a public platform.

Trustee Galante concurred with President Vandenberg adding there needs to be a unified message.

Trustee Berg stated that united we stand, and divided we fall.

Trustee Brennan concurred with President Vandenberg, that personal opinions do not belong on Village channels. He encourages the Liaisons of their department to keep getting the word out. He thinks there shouldn't be a limit on communications, and that Trustees get out of their positions what they put into them. Some of the Board members are doing a little bit extra to help the residents.

Mayor Pro Tem Glotz stated Trustees should be able to use Village channels if there is benefit to the residents. He commented on past messages delivered by Board members. He commented that he

supported the Mayor on past messages delivered and decisions made even though the Board wasn't informed. He stated that Board members can't do anything without the approval of the Manager.

Mr. Niemeyer noted that staff will move forward with the Committee columns for Board members and if Board members have videos released using Village resources, the rest of the Board is informed.

**Item #10 DISCUSS LED STREETLIGHTING REPLACEMENT PROJECT: a. LED STREETLIGHTING 159TH ST. REPLACEMENT PROJECT b. LED STREETLIGHTING REPLACEMENT - PHASE 4, 4A & 4B PROJECT.**

– John Urbanski, Public Works Director, presented the LED Street Lighting project. Currently Public Works has completed phases one through three of the LED Street Lighting Replacement Project in FY 2017 - 2019, which included approximately 1,177 streetlights.

The 159<sup>th</sup> Street LED Street Lighting Replacement Project will continue to benefit the village in multiple Ways including but not limited to:

- Live notification of outages (Not relying on Village Staff Inspections/Reports).
- Actual energy consumption reports (Not assumed by ComEd).
- Energy savings of approximately \$77 - \$124 per light head (Annually).
- Maintenance savings of approximately \$53 - \$55 per light head (Annually).
- Based on the energy and maintenance savings, our expected return on this investment is expected to have a payback of less than six (6) years.
- Damage I Knock-down instant notification.
- Supplying manufacturer offers 10-year warranty on product.
- Reduction in maintenance requirements allow for staff to redirect toward infrastructure repairs.

Public Works requested consideration to purchase 143 new high efficiency LED light heads to replace existing lights on 159<sup>th</sup> St. between 86<sup>th</sup> Avenue and Oak Park Avenue. Sufficient funds are available under the approved FY21 Capital Project Budget (\$100,000).

The purchase consists of all applicable items to replace/retrofit new LED light heads on existing High-Pressure Sodium/Metal Halide/Mercury light heads within the specified areas on 159<sup>th</sup> St. between 86<sup>th</sup> Avenue and Oak Park Avenue and includes:

Quantity	Item	
143	GELD ER12025B340DGRAYGIL 214W Light Fixture	\$67,210
143	GELD ELWN0A8UBAAXXAD Smart Nodes	\$26,190.45
1	GELD ELWG0CXXGM Gateway Controller	<u>\$4,800</u>
	TOTAL	\$98,200.45

The phase 4, 4A & 4B LED project request includes a three-part contract due to individual funding sources.

Public Works recommended extending the current contract for an additional year for the LED Street Lighting Replacement Project for the listed areas within Tinley Park. The contract has the option of two (2) , one (1) year renewals. This would be the first extension. The past year John Burns Construction has proven to be a professional and reliable contractor with reasonable rates. Sufficient funds are available under the approved FY21 Capital Project Budget for the following projects:

- LED Street Lighting Replacement – Phase 4 (\$310,000)
  - Location: 179<sup>th</sup> to 1172<sup>nd</sup> and Bridalwood Lane to 62<sup>nd</sup> Avenue

- LED Street Lighting Replacement – Phase 4A (\$115,600)
  - Location: Oak Park Avenue between Tinley Park Drive to Hickory Street
- LED Street Lighting Replacement – Phase 4B (\$226,000)
  - Location: Oak Park Avenue between 172<sup>nd</sup> to 178<sup>th</sup> Street

Purchase will consist of all applicable labor and materials to replace/retrofit new LED light heads on existing High-Pressure Sodium/Metal Halide/Mercury light heads within the specified areas of the Phase 4, 4A, and 4B Replacement Projects.

Motion was made by Trustee Mueller, seconded by Trustee Brady, to move the LED Streetlighting Replacement project, to the September 15, 2020 Village Board meeting 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 #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.

Motion was made by President Pro Tem Glotz, seconded by Trustee Brennan, 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 8:17 p.m.



# Interoffice Memo

**Date:** September 8, 2020  
**To:** David Niemeyer, Village Manager  
**From:** John Urbanski, Public Works Director  
**Subject:** Bid Approval: Freedom Pond Landscape Enhancements Phase 2-North

Presented for September 15<sup>th</sup>, 2020 Committee of the Whole Meeting and Village Board Agenda discussion and possible action:

Background:

In 2017 the construction of the Freedom Pond at the previous Panduit property began construction. This retaining pond was constructed to assist with MWRD requirements for rainfall detention of the newly developed downtown area. During the efforts to design the pond, a committee of residents was created to offer recommendations of beautification and useability to enhance the base design of a basic detention pond. This committee offered recommendations along with this upgrade that we have described as the Phase 2 Enhancements. Shortly after the completion of Phase 1, the MWRD reconstruction efforts at the intersection of 175<sup>th</sup> & Ridgeland impeded progress into the next phase. It has also been determined the best approach to implementation of Phase 2 was to sub-divide into an “North” and “South” phase based on the upcoming reconstruction of the adjacent streets and ROWs and have the South phase added to the CCDOTH construction contract.

Description:

This work was bid on Monday, August 31<sup>st</sup> with a scope to include but are not limited to:

- Installation of site-wide landscaping.
- Installation of a Lookout deck and landscaping at the Northernly corner.
- Installation of North-east corner landscaping and plaza.
- Installation of north-west corner landscaping and plaza for connection to future path.
- Purchase of materials for future installation of South plazas.

The project is located on the northeast corner of 175th Street and Ridgeland Ave. The entire limits of the work are located within the Village of Tinley Park, Illinois. Six (6) contractors obtained plans for the project, and zero (0) contractors attended the optional pre-bid meeting on August 21, 2020. Three (3) bids were received for this project. Bids were publicly read aloud at 12:00 P.M. on Monday, August 31, 2020 by the Deputy Clerk with the Public Works Director and Site Design representative present and received as follows:

<u>Contractor:</u>	<u>Location</u>	<u>Bid Proposal</u>
<b>Integral</b>	<b>Romeoville, IL</b>	<b>\$226,320</b>
Copenhaver	Gilberts, IL	\$226,759
Cardinal State	Barrington Hills, IL	\$448,349

Bid Allowance.....\$7,500

Engineer's Estimate.....\$229,000



Budget/ Finance: Funding is available in the approved FY21 Legacy TIF Budget.

Staff Direction Request:

1. Approve contract with Integral, of Romeoville, IL at the estimated amount plus allowance of \$233,820 for the Freedom Pond Landscape Enhancements Phase 2-North Improvements.
2. Direct staff as necessary.

Attachments:

1. Bid Tabulations.
2. Letter of Recommendation.





September 8, 2020

Mr. John Urbanski  
Director of Public Works  
Village of Tinley Park  
16250 S. Oak Park Ave.  
Tinley Park, Illinois 60477

re: **Contract Award Recommendation- Freedom Pond Landscape Enhancements Phase 2**

Dear John,

The recent bid process for the Freedom Pond Landscape Enhancements Phase 2 project resulted in three (3) bids received, opened and read publicly on August 31, 2020 at 12:00 PM. Bids were received from Copenhaver Construction, Inc. (Copenhaver), Integral Construction, Inc. (Integral) and Cardinal State, LLC (Cardinal State). The summary of bids is as follows:

Company Name	Location	Bid Bond/ Check	Bid Amount
Cardinal State	Barrington Hills, IL	Bid Bond	\$ 448,349.00
Copenhaver	Gilberts, IL	Bid Bond	\$ 226,759.00
Integral	Romeoville, IL	Bid Bond	\$ 226,320.00

After thorough review of the bids submitted, Integral was the apparent lowest responsible bidder and has provided the necessary information as part of their bid.

Our recommendation is to pursue contract negotiations with Integral at this time. We also recommend including a \$7,500 allowance in addition to their bid amount to allow for any necessary increases to tree replacement quantities or other field changes. Please let us know if you have any questions or concerns.

Sincerely,

Mitch Murdock  
Project Manager – site design group, ltd.

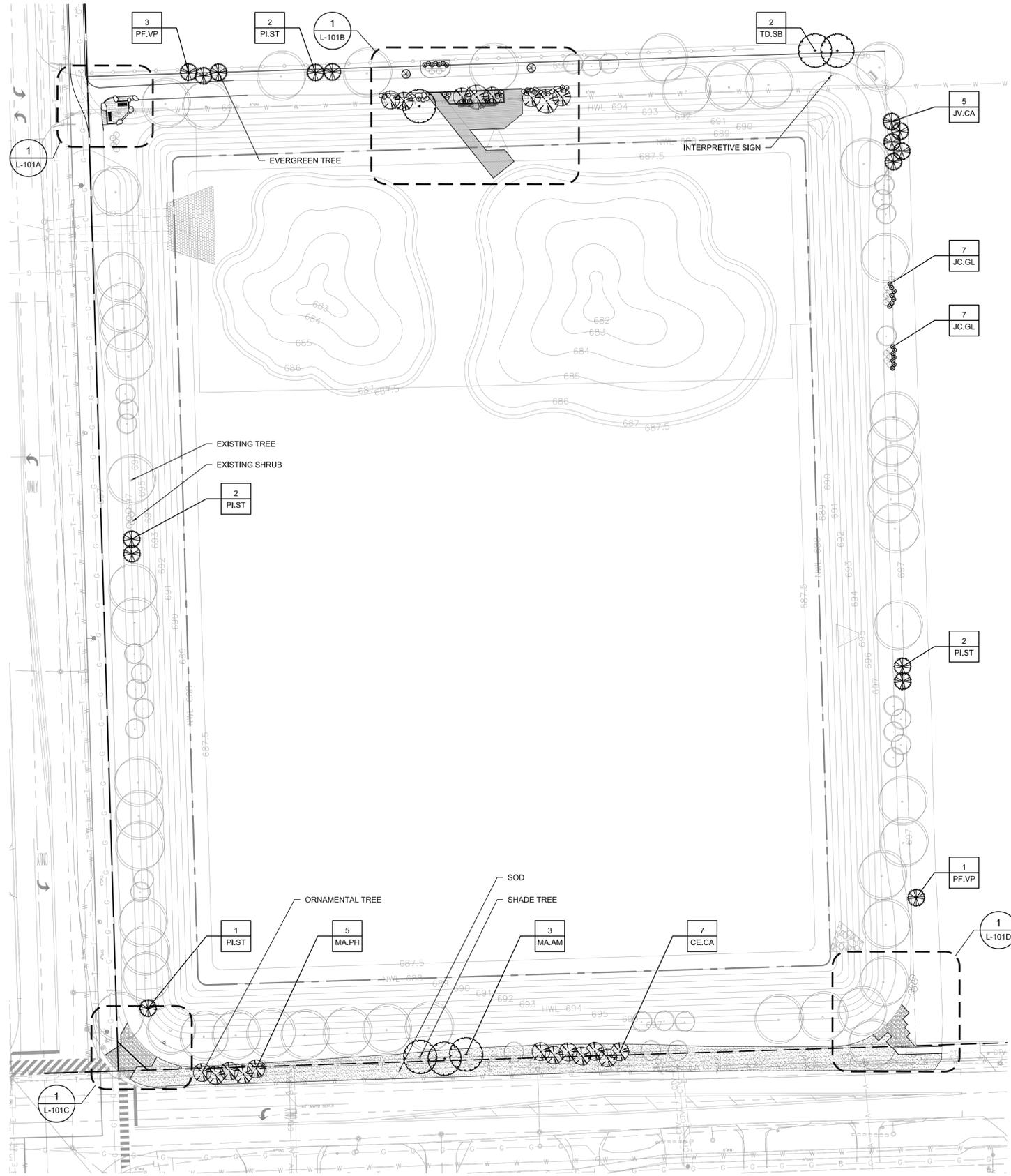
CC: RKS / BM/ KM

Freedom Pond Phase 2 Landscape Enhancements  
 Bid Opening 8/31/2020  
 site deisgn droup, ltd. project # 7954

Company Name	Location	Bid Bond/ Check	Bid Amount
<b>Cardinal State, LLC</b>	Barrington Hills, IL	Bid Bond	\$ 448,349.00
<b>Copenhaver Construction, Inc.</b>	Gilberts, IL	Bid Bond	\$ 226,759.00
<b>Integral Construction, Inc.</b>	Romeoville, IL	Bid Bond	\$ 226,320.00

	Cardinal State	Copenhaver	Integral
Site wide Landscape	\$ 53,166.00	\$ 40,720.00	\$ 26,393.00
Deck and NE Corner	\$ 342,113.00	\$ 141,479.00	\$ 147,386.00
NW Corner Plaza	\$ 24,630.00	\$ 22,060.00	\$ 26,640.00
SW Corner Materials	\$ 14,970.00	\$ 11,635.00	\$ 13,459.00
SE Corner Materials	\$ 13,470.00	\$ 10,865.00	\$ 12,442.00
	\$ 448,349.00	\$ 226,759.00	\$ 226,320.00

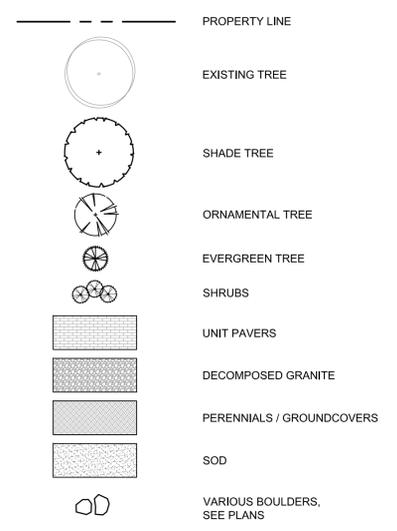
Lowest
Middle
Highest



**GENERAL NOTES:**

1. COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES AND ORDINANCES FOR ALL WORK AND OPERATIONS.
2. KEEP ALL AREAS CLEAN, NEAT AND ORDERLY AT ALL TIMES, CLEAR OF RUBBISH AND DEBRIS. LEGALLY DISPOSE OF ALL MATERIALS REMOVED FROM THE SITE.
3. DO NOT INTERFERE WITH USE OF ADJACENT PROPERTIES INCLUDING BUT NOT LIMITED TO BUILDINGS, PARKING LOTS, STREETS OR ALLEYS.
4. PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, FENCING, FURNISHINGS AND PLANTINGS, TREES AND LAWNS FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASHOUTS, AND OTHER HAZARDS CREATED BY SITE IMPROVEMENTS. IF ANY DAMAGE OCCURS, REPAIR TO ORIGINAL CONDITION AT NO ADDITIONAL COST.
5. PROTECT AND/OR RESTORE EXISTING LAWN TO EXCELLENT CONDITION WITH TOPSOIL AND SOD.
6. VERIFY SITE CONDITIONS BEFORE PROCEEDING WITH WORK AND REPORT ANY CONFLICT TO AOR.
7. VERIFY DIMENSIONS IN FIELD.
8. COORDINATE WORK WITH ALL OTHER TRADES.

**LEGEND**



PLANT SCHEDULE						
<b>SHADE TREES</b>						
CODE	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	REMARKS
MA.AM	3	Maackia amurensis	Maackia	2.5" cal	B&B	matching heads
TD.SB	2	Taxodium distichum 'Mickelson'	Shawnee Brave Bald Cypress	2.5" cal	B&B	matching heads
<b>ORNAMENTAL TREES</b>						
CODE	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	REMARKS
CE.CA	7	Cercis canadensis	Eastern Redbud	XX	B&B	multi-stem
MA.PH	5	Malus "	Crabapple	XX	B&B	multi-stem
<b>EVERGREEN TREES</b>						
CODE	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	REMARKS
JV.CA	5	Juniperus virginiana 'Canaertii'	Canaertii Red Cedar	xx	B&B	per plan
PF.VP	4	Pinus flexilis 'Vanderwolf's Pyramid'	Vanderwolf Limber Pine	xx	B&B	per plan
PI.ST	7	Pinus strobus	Eastern White Pine	xx	B&B	per plan
<b>SHRUBS</b>						
CODE	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	REMARKS
JC.GL	14	Juniperus chinensis 'Gold Lace'	Gold Lace Juniper	xx	pot	36" oc

**Freedom Pond**

175th St & Ridgeland Ave  
Tinley Park, Illinois 60477



**ISSUANCES**

Rev. #	Description	Date Issued
00	Progress Set	04/24/2020

Project No : 7954  
 Drawn : JT File : 7954\_site\_ph2.dwg  
 Checked : MM Scale : AS NOTED  
 Approved : BM

Sheet Title:  
**OVERALL LANDSCAPE SITE PLAN**

Drawing Number:

**1 OVERALL LANDSCAPE SITE PLAN**  
 1" = 40'-0"

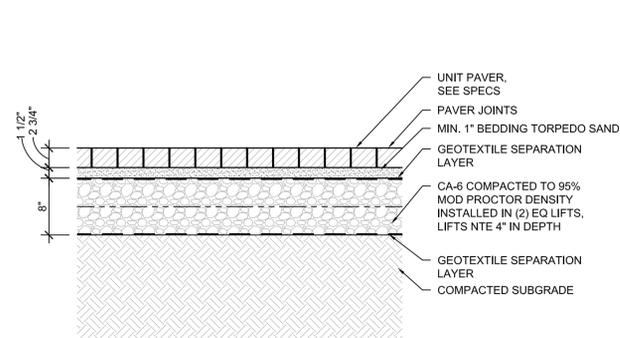






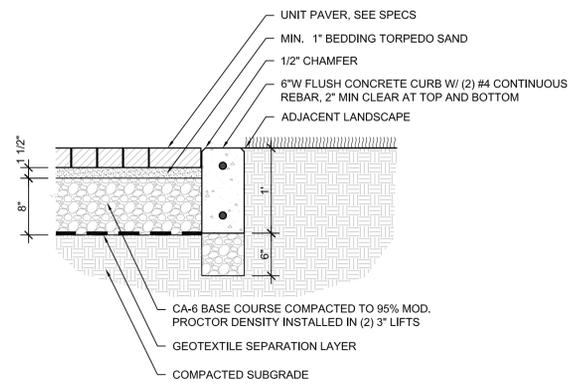






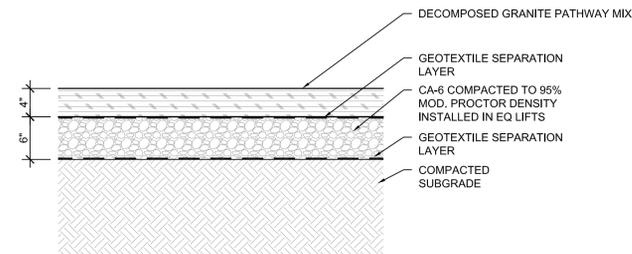
PAID AS: UNIT PAVERS ON SAND BED  
AGGREGATE BASE COURSE, TYPE B 8\"/>

**1 UNIT PAVERS W/  
SAND SETTING BED SECTION**  
1" = 1'-0"



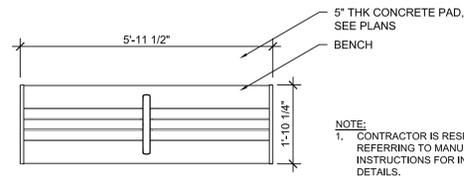
PAID AS: UNIT PAVERS ON SAND BED  
AGGREGATE BASE COURSE, TYPE B 8\"/>

**2 UNIT PAVER TO CONCRETE CURB EDGE**  
1" = 1'-0"



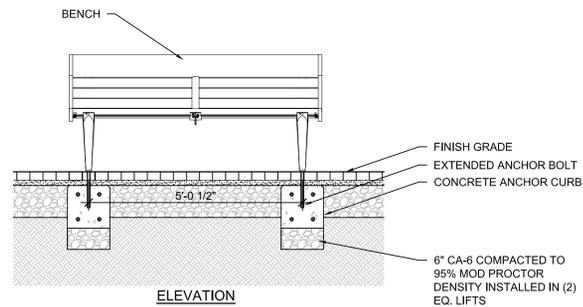
NOTE:  
1. INSTALL DECOMPOSED AGGREGATE PER MANUFACTURER'S RECOMMENDED INSTALLATION INSTRUCTIONS.

**3 DECOMPOSED AGGREGATE**  
1" = 1'-0"



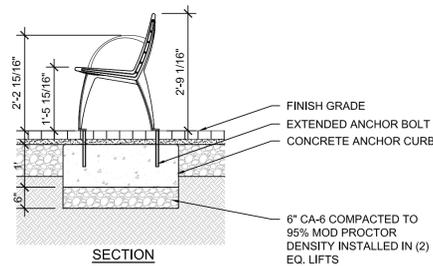
NOTE:  
1. CONTRACTOR IS RESPONSIBLE FOR REFERRING TO MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION DETAILS.

PLAN

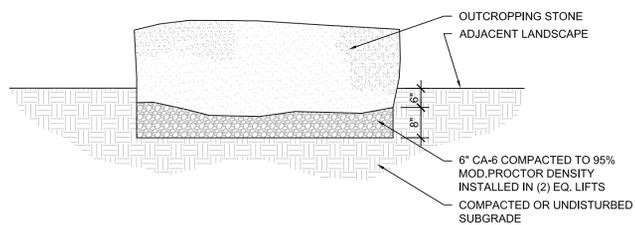


PAID AS: INSTALL FURNISHED BENCH

ELEVATION



SECTION



NOTE:  
1. CONTRACTOR SHALL ENSURE STONES DO NOT MOVE, ROCK, OR ROLL DUE TO NORMAL ANTICIPATED FORCES PLACED AGAINST IT.

PAID AS: INSTALL FURNISHED OUTCROPPING ROCKS

**4 LANDSCAPE BOULDER SECTION**  
1/2" = 1'-0"

**5 6\"/>**

GENERAL NOTE: BENCHES, UNIT PAVERS, & LANDSCAPE BOULDERS TO BE SUPPLIED BY VILLAGE OF TINLEY PARK AND INSTALLED UNDER THIS CONTRACT

# Freedom Pond

175th St & Ridgeland Ave  
Tinley Park, Illinois 60477

**site** landscape architecture urban design  
site design group, ltd.  
888 South Michigan Avenue #1000, Chicago, IL 60605  
p. 312.627.7300 w. www.sitedsg.com  
Landscape Architect

## ISSUANCES

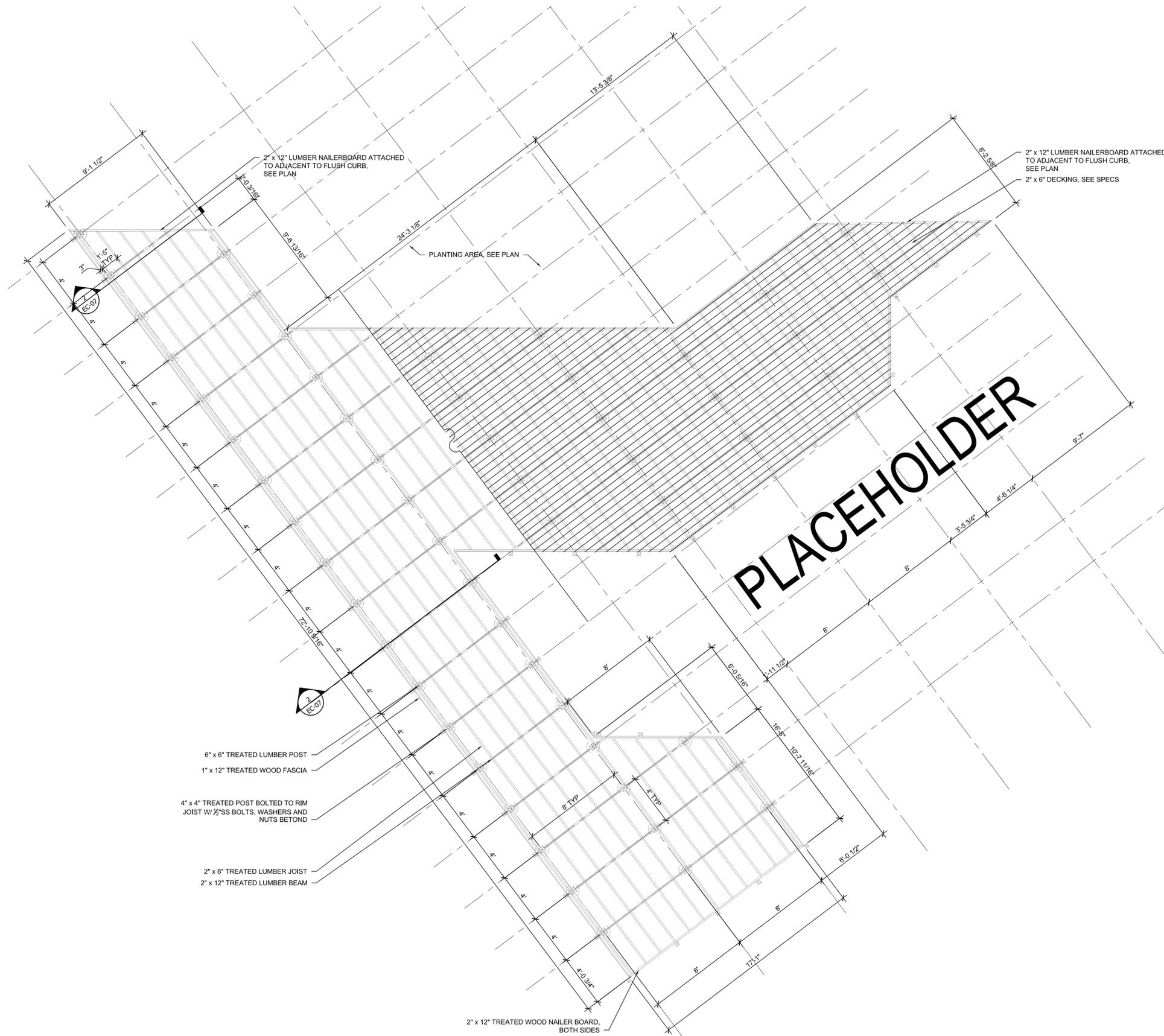
Rev. #	Description	Date Issued
00	Progress Set	04/24/2020

Project No : 7954  
Drawn : JT File : 7954\_dtl\_ph2\_pave.dwg  
Checked : MM Scale : AS NOTED  
Approved : BM

Sheet Title:  
**HARDSCAPE DETAILS**

Drawing Number:

**L-501**



# Freedom Pond

175th St & Ridgeland Ave  
Tinley Park, Illinois 60477



PLACEHOLDER

## ISSUANCES

Rev. #	Description	Date Issued
00	Progress Set	04/24/2020

Project No : 7954  
 Drawn : JT File : 7954\_dis\_ph2\_pave.dwg  
 Checked : MM Scale : AS NOTED  
 Approved : BM

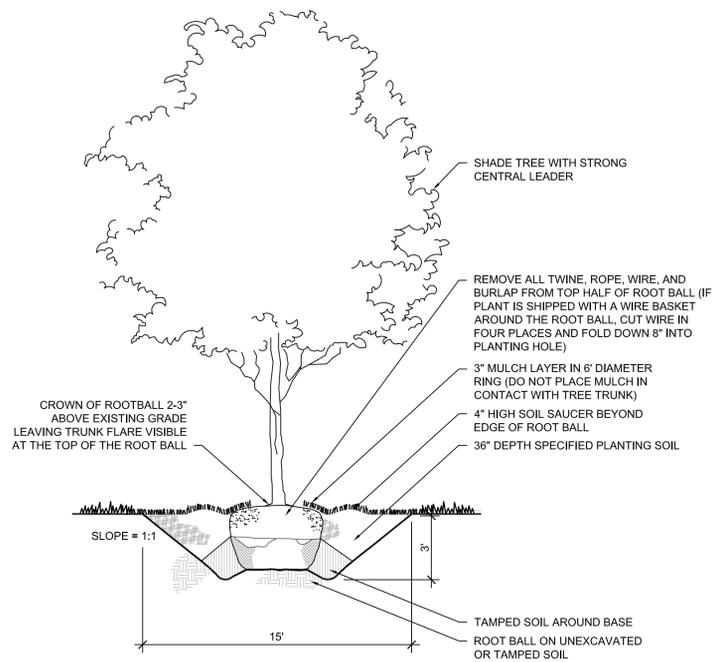
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**DECK ENLARGEMENT**

Drawing Number:

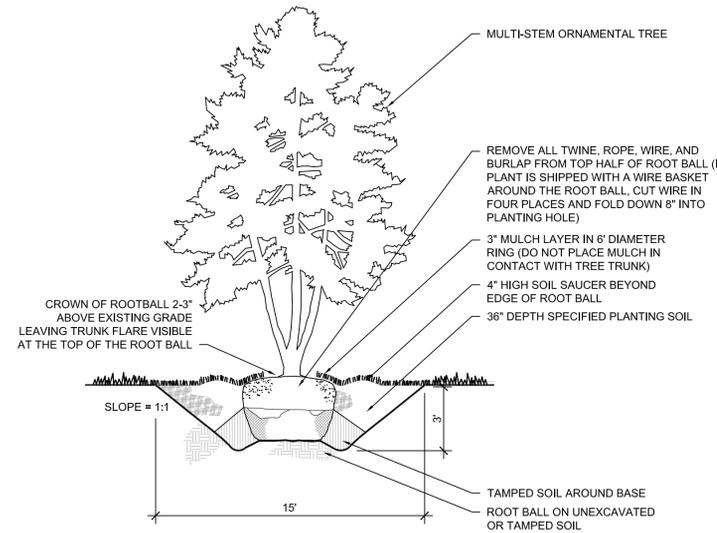
L-502

**1 WOOD DECK FRAMING PLAN**  
 1/4" = 1'-0"

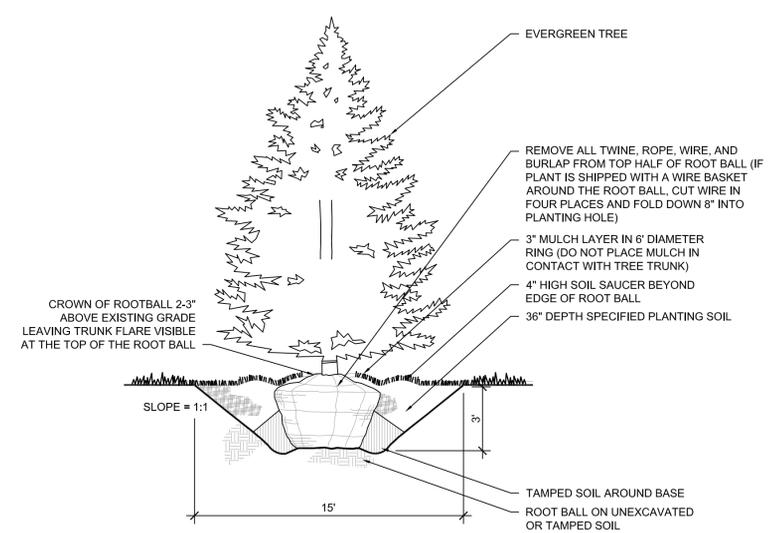




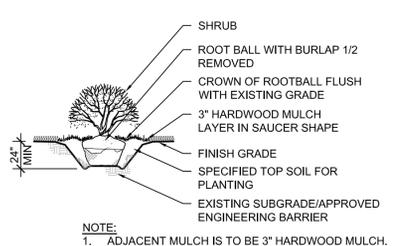
**1 SHADE TREE PLANTING SECTION**  
NOT TO SCALE



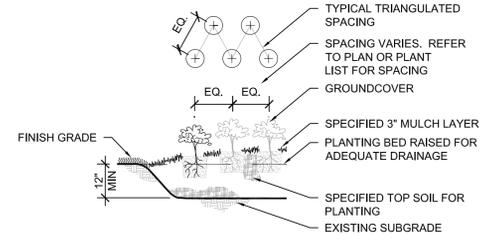
**2 ORNAMENTAL TREE PLANTING SECTION**  
NOT TO SCALE



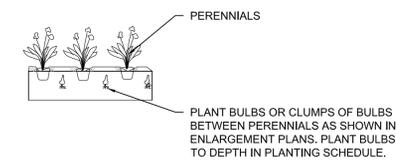
**3 EVERGREEN TREE PLANTING SECTION**  
NOT TO SCALE



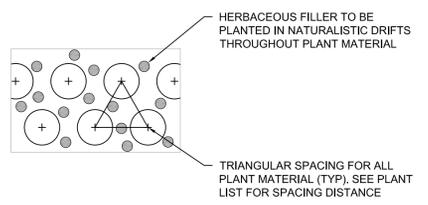
**4 SHRUB PLANTING SECTION**  
NOT TO SCALE



**5 PERENNIAL PLANTING SECTION**  
NOT TO SCALE



**6 BULB INSTALLATION DETAIL**  
NOT TO SCALE



**7 INTERPLANTING DETAIL**  
NOT TO SCALE

**GENERAL PLANTING NOTES**

1. DETERMINE EXACT LOCATIONS OF ALL UNDERGROUND UTILITIES AND VERIFY IN FIELD. REPORT ANY CONFLICTS TO AOR PRIOR TO BEGINNING WORK.
2. INFORM AOR AS EACH PHASE OF WORK IS UNDERTAKEN.
3. PROTECT EXISTING VEGETATION INCLUDING ALL EXISTING PARKWAY AND INTERIOR TREES. REPLACE DAMAGED VEGETATION WITH APPROVED SIMILAR MATERIAL.
4. MAINTAIN SITE DRAINAGE DURING LANDSCAPE INSTALLATION.
5. SLOPE ALL PLANTING AREAS AWAY FROM BUILDING AT 2% MINIMUM GRADE UNO.
6. PRIOR TO LANDSCAPE INSTALLATION, VERIFY PLANTING AREAS ARE GRADED AT +/- 0.1 FOOT TO FINISH GRADE.
7. IN LANDSCAPE AREAS, FINISH GRADE TO 4" MINIMUM BELOW ADJACENT BUILDING FINISH FLOOR ELEVATION UNO.
8. FINISH GRADE TO 1" BELOW FINISH PAVING SURFACE IN LAWN AREAS AND 2" BELOW IN PLANTING AREAS.
9. CONFIRM ALL PLANT QUANTITIES. PROVIDE PLANT MATERIALS SUFFICIENT TO COVER AREAS SHOWN ON PLANS AT THE SPACINGS INDICATED.
10. PROVIDE SINGLE TRUNK STANDARD TREES UNO.
11. PROVIDE IDENTIFICATION TAG FROM THE SUPPLYING NURSERY SHOWING COMMON AND BOTANICAL PLANT NAMES FOR AT LEAST ONE PLANT OF EACH SPECIES DELIVERED TO THE SITE. PROTECT ALL PLANTS AGAINST HEAT, SUN, WIND AND FROST DURING TRANSPORTATION TO THE SITE AND WHILE BEING HELD AT THE SITE. DO NOT STORE PLANTS IN TOTAL DARKNESS MORE THAN ONE DAY.
12. DO NOT DAMAGE PLANT ROOT BALL DURING TRANSPORTATION OR PLANTING.
13. NOTIFY THE ENGINEER AT THE TIME OF DELIVERY OF ANY PLANT MATERIAL THAT IS DAMAGED OR IN POOR CONDITION.
14. ENGINEER RESERVES THE RIGHT TO INSPECT ALL PLANT MATERIALS BEFORE PLANTING. MATERIAL MAY BE REJECTED AT ANY TIME DUE TO CONDITION, FORM OR DAMAGE BEFORE OR AFTER PLANTING.
15. REMOVE ALL ROCK AND DEBRIS 1" AND LARGER FROM PLANTING AREAS. LEGALLY DISPOSE ALL EXCESS MATERIALS RESULTING FROM THE WORK.
16. IN PLANTING SOIL PIT, REMOVE CRUSHED AGGREGATE TO AN ADEQUATE DEPTH TO ENSURE THAT NO PART OF THE PLANT MATERIAL IS IN CONTACT OR AFFECTED BY THE LIME OR LIMESTONE IN THE AGGREGATE
17. PROVIDE NEW TOPSOIL THAT IS FERTILE, FRIABLE AND NATURAL LOAM SURFACE SOIL, REASONABLY FREE OF SUBSOIL, CLAY, CLAY LUMPS, BRUSH, WEEDS, AND OTHER LITTER AND FREE OF ROOTS, STUMPS, STONES LARGER THAN 2" IN ANY DIMENSION AND OTHER EXTRANEIOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH. OBTAIN TOPSOIL FROM LOCAL SOURCES OR FROM AREAS HAVING SIMILAR SOIL CHARACTERISTICS TO THAT NECESSARY FOR VIGOROUS GROWTH OF SPECIFIED PLANTINGS. OBTAIN TOPSOIL THAT OCCURS IN A DEPTH OF NOT LESS THAN 6". DO NOT OBTAIN SOIL FROM BOGS OR MARSHES. SEE SPECIAL PROVISIONS.
18. MIX SOIL AMENDMENTS AND FERTILIZERS WITH TOPSOIL ON A SITE SPECIFIC BASIS AT RATES APPROPRIATE FOR PLANTINGS IN ACCORDANCE WITH SPECIAL PROVISIONS.
19. STAKE LOCATION OF ALL TREES, HEDGE LINES AND PLANTING BEDS AND NOTIFY AOR FOR REVIEW PRIOR TO PLANTING.
20. THE PLANTING PLANS ARE DIAGRAMMATIC. SPOT PLANT MATERIALS APPROXIMATELY AS SHOWN ON THE LANDSCAPE DRAWING AND NOTIFY AOR FOR REVIEW BEFORE REMOVING FROM CONTAINERS.
21. INSTALL ALL PLANT MATERIAL IN ACCORDANCE WITH DETAILS AND SPECIFICATIONS.
22. REMOVE ALL PLANT TYING MATERIAL AND MARKING TAPES AT THE TIME OF PLANTING.
23. INSTALL A MIN 3" LAYER OF HARDWOOD BARK MULCH AROUND ALL TREES AND IN ALL PLANTING AREAS UNO. CREATE A NATURAL SPADED EDGE WHERE PLANTING BEDS MEET TURF AREAS. SEE SPECIAL PROVISIONS.
24. WATER ALL PLANTS IMMEDIATELY AFTER PLANTING. FLOOD PLANTS TWICE DURING FIRST TWENTY-FOUR HOUR PERIOD OF PLANTING.
25. GUY AND STAKE TREES, AS DIRECTED BY AOR, IMMEDIATELY AFTER PLANTING. PROVIDE A MINIMUM OF TWO GUY WIRES PER TREE ON THE UPHILL SIDE OF TREES PLANTED ON SLOPES STEEPER THAN 3:1.
26. PRUNE ALL DECIDUOUS SHADE TREES FOR A MINIMUM LOWEST BRANCH HEIGHT OF 7 FEET.
27. INSTALL AND MAINTAIN SOD TO PREVENT EVIDENT SEAMS.
28. PROTECT SEEDED AREAS AND SLOPES AGAINST EROSION AND SEED LOSS DUE TO BIRDS AND OTHER WILDLIFE BY APPLYING SHORT TERM, BIODEGRADABLE EROSION CONTROL BLANKETS, MATS, AND/OR NETTING AFTER COMPLETION OF SEEDING OPERATIONS. ADHERE TO MANUFACTURER'S SPECIFICATIONS FOR REQUIRED PLACEMENT AND STAKING.
29. WARRANTY ALL PLANTS AND LAWN EXPERIENCING DEATH AND DEFECTS INCLUDING UNSATISFACTORY GROWTH, EXCEPT FOR DEFECTS RESULTING FROM NEGLIGENCE BY OWNER, ABUSE OR DAMAGE BY OTHERS OR UNUSUAL PHENOMENON OR INCIDENTS WHICH ARE BEYOND CONTRACTOR'S CONTROL.

**Freedom Pond**

175th St & Ridgeland Ave  
Tinley Park, Illinois 60477

**site** landscape architecture urban design  
site design group, ltd.  
888 South Michigan Avenue #1000, Chicago, IL 60605  
p. 312.627.7100 w. www.sitedesign.com  
Landscape Architect

**ISSUANCES**

Rev. #	Description	Date Issued
00	Progress Set	04/24/2020

Project No : 7954  
Drawn : JT File : 7954\_dtl\_ph2\_land.dwg  
Checked : MM Scale : AS NOTED  
Approved : BM

**LANDSCAPE DETAILS**

Drawing Number:



# Interoffice Memo

---

**Date:** September 8, 2020

**To:** David Niemeyer, Village Manager

**From:** John Urbanski, Public Works Director

**Subject:** Bid Approval: Site and Building Improvements at 174<sup>th</sup> St. & 67<sup>th</sup> Ct.

---

Presented for September 15<sup>th</sup>, 2020 Committee of the Whole Meeting and Village Board Agenda discussion and possible action:

Background:

During the efforts to coordinate underground burial of the pole-mounted utilities in the area of the Boulevard Project (South St. & 174<sup>th</sup> St. at 67<sup>th</sup> Ct.), it was determined that a location for the necessary ComEd equipment was to be placed on a recently acquired easement behind the facility (17407 67<sup>th</sup> Ct.). In order to install the required ComEd switchgear and a new transformer, the previous electrical service to the adjacent facility needed to be rerouted from an overhead mast arm to an underground service. Along with this upgrade, it was determined that the other necessary work in the area would be done in conjunction.

Description:

This work was bid on Wednesday, September 2<sup>nd</sup> with a scope to include but are not limited to:

- Installation of a Portland cement concrete utility pad.
- Concrete curb and gutter.
- Replacement of sidewalk.
- Perimeter fence installation.
- Electrical service installation.
- Landscape restoration.

The project is located on the southeast corner of 174<sup>th</sup> Street and 67<sup>th</sup> Court and within an easement on the property at 17407 67<sup>th</sup> Court. The entire limits of the work are located within the Village of Tinley Park, Illinois. Nine (9) contractors obtained plans for the project, and five (5) eligible contractors attended the mandatory pre-bid meeting on August 26, 2020. One (1) bid was received for this project. Bids were publicly read aloud at 10:00 A.M. on Wednesday, September 2, 2020 by the Deputy Clerk with the Public Works Director and CBEL representative present and received as follows:

Contractor:  
**Utility Dynamics Corp.**

Location:  
**Oswego, IL**

Bid Proposal:  
**\$51,951.50**

Engineer's Estimate: .....\$42,900.00

Budget/ Finance: Funding is available in the approved FY21 New Bremen TIF Budget.

Staff Direction Request:

1. Approve contract with Utility Dynamics Corp., of Oswego, IL at the estimated amount of \$51,951.50 for the 174th Street and 67th Court Site and Building Improvements.
2. Direct staff as necessary.

Attachments:

1. Bid Tabulations
2. Letter of Recommendation





**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

16221 W. 159th Street Suite 201 Lockport, Illinois 60441 TEL (815) 770-2850

September , 2020

Village of Tinley Park  
Department of Public Works  
7980 W. 183<sup>rd</sup> Street  
Tinley Park, IL 60477

Attention: John Urbanski  
Director of Public Works

Subject: 174<sup>th</sup> Street and 67<sup>th</sup> Court Site and Building Improvements  
**Bid Results and Recommendation of Award**  
(CBBEL #160373.00015)

Dear Mr. Urbanski,

On Wednesday, September 2, 2020 at 10:00 a.m. bids were received and opened for the 174<sup>th</sup> Street and 67<sup>th</sup> Court Site and Building Improvements Project. The project consists of the installation of a concrete utility pad and electrical service on the property at 17407 67<sup>th</sup> Court. Nine contractors obtained plans for the project, and five eligible contractors attended the mandatory pre-bid meeting on August 26, 2020. One bid was received for this project. The results have been reviewed and tabulated below.

CONTRACTOR	BID PROPOSAL
Engineer's Estimate	\$ 42,900.00
Utility Dynamics Corp.	\$ 51,951.50

Utility Dynamics Corporation is the low and only bidder with a bid amount of \$51,951.50. We have reviewed Utility Dynamics' bid document and find it to be in order. Utility Dynamics has successfully completed various projects for our other municipal clients and are currently completing work in the Village as a sub-contractor on the South Street Development Project. Due to their involvement with the South Street Development adjacent to this project site, Utility Dynamics is familiar with the project site and existing utilities in the area. Utility Dynamics is also aware of the South Street Development schedule and any impacts it may have on this project.

Therefore, we recommend awarding the 174<sup>th</sup> Street and 67<sup>th</sup> Court Site and Building Improvements Project to Utility Dynamics Corporation in the amount of \$51,951.50.

The bid tabulation has been enclosed for your reference. If you have any questions, please do not hesitate to contact me.

Sincerely,

Alex Schaefer, PE  
Project Engineer

Enclosure as Noted

cc: Colby Zemaitis – Tinley Park Public Works  
Gerry Hennelly – CBBEL  
Andrew Pufundt – CBBEL

**174TH STREET AND 67TH COURT  
SITE AND BUILDING IMPROVEMENTS**

BID TABULATION

September 2, 2020

CHRISTOPHER B. BURKE ENGINEERING, LTD.

SP	ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		UTILITY DYNMAICS CORP.	
					UNIT PRICE	COST	UNIT PRICE	COST
	1	EARTH EXCAVATION	CU YD	12	\$ 50.00	\$ 600.00	\$ 892.00	\$ 10,704.00
	2	SIDEWALK REMOVAL	SQ FT	560	\$ 10.00	\$ 5,600.00	\$ 10.90	\$ 6,104.00
#	3	REMOVE AND REPLACE CURB AND GUTTER	FOOT	12	\$ 60.00	\$ 720.00	\$ 277.00	\$ 3,324.00
#	4	WOOD PANEL FENCE REMOVAL	FOOT	11	\$ 10.00	\$ 110.00	\$ 44.00	\$ 484.00
#	5	6' WOOD STOCKADE FENCE	FOOT	66	\$ 45.00	\$ 2,970.00	\$ 44.00	\$ 2,904.00
#	6	PORTLAND CEMENT CONCRETE SIDEWALK, 6 INCH	SQ FT	325	\$ 20.00	\$ 6,500.00	\$ 16.50	\$ 5,362.50
#	7	LANDSCAPE RESTORATION	SQ YD	120	\$ 20.00	\$ 2,400.00	\$ 22.00	\$ 2,640.00
#	8	PORTLAND CEMENT CONCRETE UTILITY PAD, 6 INCH	SQ YD	70	\$ 150.00	\$ 10,500.00	\$ 101.00	\$ 7,070.00
#	9	SUPPLY AND OPERATE 100 KW GENERATOR FOR TEMPORARY POWER TO BUILDING	DAY	1	\$ 1,000.00	\$ 1,000.00	\$ 1,595.00	\$ 1,595.00
#	10	REMOVAL OF EXISTING OVER HEAD BUILDING ELECTRIC SERVICE INSTALLATION AND RESTORATION	EACH	1	\$ 2,500.00	\$ 2,500.00	\$ 4,225.00	\$ 4,225.00
#	11	SECONDARY ELECTRICAL SERVICE CONNECTIONS TO EXISTING BUILDING SERVICE	EACH	1	\$ 10,000.00	\$ 10,000.00	\$ 7,539.00	\$ 7,539.00
<b>TOTALS =</b>						<b>\$ 42,900.00</b>		<b>\$ 51,951.50</b>



# Interoffice Memo

---

**Date:** September 15, 2020

**To:** Kimberly Clarke, AICP  
Community Development Director

**From:** Paula J. Wallrich, AICP  
Planning Manager

**Subject:** Primal Cut/Hollstein Access/Encroachment Agreements.

## **Background**

The Village entered into access agreements with the property owners of 17344 (Primal Cut) and 17358 (Hollsteins) Oak Park Avenue (OPA) in September 2000 as part of the Village's efforts to create public parking in this area. Through these 20-year lease agreements the Village was able to obtain the rights to use the area behind these commercial buildings to construct a municipal parking lot. This addressed a parking concern for Metra users and downtown businesses. The Village paid for all of the improvements which included access from 173<sup>rd</sup> Place, Oak Park Avenue and 68<sup>th</sup> Court and the creation of over 80 parking spaces. These agreements are set to expire on October 11, 2020, therefore Staff is working with the property owners to renew the agreements. In addition to the access agreements, both properties encroach on Oak Park Avenue right-of-way (ROW) for their front patios. Primal Cut is proposing to enclose this area to provide year-round use of the area. Use of public ROW requires a 'right to encroach' through a ROW Encroachment Agreement as discussed below.

## **Access Agreements**

Staff has worked with both property owners, Tom Hynes, (17344 OPA) and Declan Stapleton, (17358 OPA) in an effort to renew these agreements. The agreement with Hynes has been complicated due to the planning for an outdoor patio by his tenant, Paul Spass (Primal Cut). Mr. Spass has expressed interest in developing an outdoor patio at the rear (west) side of the building that will encroach on the existing 24' wide two-way drive aisle. He has requested the aisle be reduced to a 20' wide one-way drive aisle (southbound). Reducing the drive aisle in this manner will impact the conditions of the existing agreements with both property owners. Staff has worked with the Village Attorney to revise the agreements so that access to the municipal parking lot is protected regardless if Mr. Spass moves forward with his patio plans.

The draft agreements are attached for Board review. Major components of each agreement are summarized below.

17344 OPA Access Agreement (Tom Hynes):

- Village leases west 24' feet of Hynes' property to maintain current 24' two-way aisle configuration (minus 20' for parking for Primal Cut use);
- Term of lease is Oct 10, 2020- Oct 9, 2040;
- Owner agrees to maintain access in an unobstructed manner;
- Village shall provide 3 parking spaces for exclusive use of Owner's residential tenants;
- Village shall maintain trash enclosure; Owner is responsible for removal of all rubbish and debris in the dumpster area; and
- Owner has right to reconfigure access aisle to a one-way 20' southbound drive aisle during the life of the agreement conditioned upon the Owner paying for all improvements related to the reconfiguration of the drive aisle including, but not limited to, the reconfiguration of the parking stalls west of the drive aisle (including the three tenant parking spaces), the entrance from 173rd Place including new curb, any requisite utility relocation, all curb on and off-site required for the reduction in aisle width and signage.

17358 OPA Access Agreement (Declan Stapleton):

- Village leases portion of Stapleton's property in its current configuration;
- Village continues to limit parking in the municipal parking lot to three hours;
- At no time will the lot be designated as a commuter parking lot;
- Village shall maintain trash enclosure; Owner is responsible for removal of all rubbish and debris in the dumpster area;
- Village will continue to reserve 2 parking spaces for Owner's tenants; and
- Village will continue to reserve 20 spaces for Hollstein's customers.

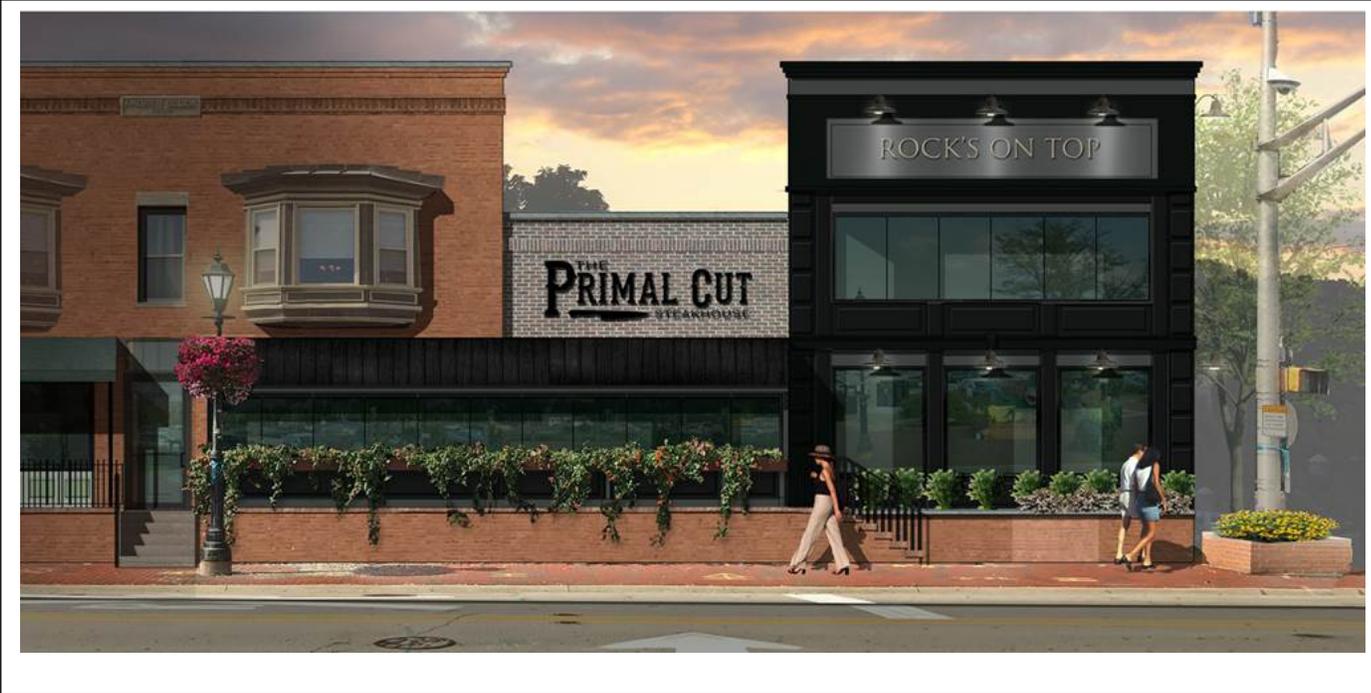
**Encroachment Request**

Recent surveys of both properties (17344 and 17358 Oak Park Avenue(OPA)) indicate encroachment of the front patios on Oak Park Avenue Right-of-way. The patio encroachment varies from 3.51' to 4.26' with a 4.78' encroachment for an awning at the 17344 OPA property. Encroachment of the balcony at 17385 OPA varies from 3.77' to 3.93' with a 4.77' sign



encroachment. These balconies have existed for many years without issue. The encroachment agreements provide for a permanent acknowledgement of their existence and eliminates the Village's liability for their use. Primal Cut will be requesting the enclosure of their balcony for year-

round use. (See below) To make the proposed improvement will require an agreement as proposed.



A summary of the main points of the encroachment agreements are as follows:

- Agreement provides a right to encroach upon the Oak Park Avenue ROW as long as the improvements do not impair the use of the ROW ;
- This encroachment rights granted shall terminate upon the damage or destruction of 50% or more of the replacement value of the building or other improvements which encroach upon the Village's ROW;



- Agreement does not abrogate or nullify Village's rights or interests in the ROW;
- Owner retains all risks and liabilities associated with the encroachment;
- Village is not responsible for any costs incurred by the Owner to repair or replace the encroachment improvements; and
- Owner holds Village harmless arising out of use of the encroachment.

Attached are copies of all agreements discussed above.

### **Request**

Staff is requesting the Village Board support the draft agreements (access and encroachment) for consideration at the October 6, 2020 Village Board meeting.



## LEASE AGREEMENT

17358 South Oak Park

**This Lease Agreement** is made on \_\_\_\_\_, 2000, by and between Rubrics Inc., its executors, successors and assigns, as Lessor (hereinafter referred to as “Lessor”), and the VILLAGE OF TINLEY PARK, an Illinois municipal corporation in the County of Cook and Will Counties and State of Illinois, as Lessee (hereinafter referred to as “Lessee”).

Lessor leases to Lessee the western portion of the property located at 17358 Oak Park Avenue in the Village of Tinley Park, Illinois, legally described as “**EXHIBIT A,**” that is used for access and parking as highlighted and described in “**EXHIBIT B,**” for a term of twenty (20) years at an annual rental of \$1.00, for use as a municipal parking lot. This Lease Agreement is subject to the following terms and conditions:

1. Lessee enters this Lease pursuant to Article VII, Section 10 of the Constitution of the State of Illinois.
2. Lessee shall pay an annual rent of \$1.00 per annum.
3. Lessee will hold these premises for a term of twenty (20) years from the date of execution of this Lease. Lessee has the right to terminate this Lease if Lessee decides to discontinue use of the premises as a municipal parking lot. Lessee must serve thirty (30) day prior written notification upon the Lessor of its election to terminate. Any notice from the Lessee to the Lessor shall be deemed duly served if sent by registered mail addressed to the Lessor at Lessor’s business address of 17358 South Oak Park Avenue, Tinley Park, Illinois 60477, or any other address as the Lessor from time to time in writing may appoint. The customary registered mail receipt shall be conclusive of service.
4. Lessor, during the entire term of the Lease, shall monitor and remove all rubbish and debris from the municipal parking lot generated by the commercial businesses and residential tenants located at 17358 South Oak Park Avenue, Tinley Park, Illinois.
5. Lessee may only assign this Lease or sublet the premises with the written consent of the Lessor, which consent may not be unreasonably withheld. Lessor may assign this Lease without the written consent of the Lessee.
6. Lessee shall have the right to make alterations, improvements and repairs on the premises in order to maintain a municipal parking lot including: striping said municipal parking lot; installing all necessary signage and overhead parking lot lighting; landscaping area; and performing snow removal and landscape maintenance during the term of this Lease. Lessee, during the term of the Lease, shall further keep the municipal parking lot in a condition of good repair. Lessee’s obligation to maintain and repair the municipal parking

lot shall include asphalt resurfacing and appropriate maintenance, and shall be performed when reasonably necessary.

7. The Lessor covenants with the Lessee that the Lessee, on performing and observing the covenants and conditions on the part of the Lessee contained herein, shall and may peaceably and quietly have, hold, and enjoy the premises for the term described without any interruption by the Lessor or any other person rightfully claiming under the Lessor.
8. Neither the Lessor nor the Lessee will cause nor suffer any nuisance on the premises set forth above.
9. The Lessee will use the premises as a municipal parking lot for the parking of motor vehicles and for no other permanent purposes. Lessee will limit the time of parking in all spaces in the municipal parking lot to three (3) hours and will post signs stating the time limitation. Lessee will assume enforcement of said time limits during the term of the Lease in accordance with the Tinley Park Village Code, as amended from time to time. At no time will the Lessee designate the premises as a commuter parking lot.
10. Lessee will maintain a centralized dumpster area. Lessor, during the entire term of this Lease, shall monitor and be responsible for removal of all rubbish and debris from the dumpster area.
11. Lessee shall reserve two (2) parking spaces for the residents located at 17358 South Oak Park Avenue, Tinley Park, Illinois and twenty (20) parking spaces for the patrons of the business located at 17358 South Oak Park Avenue, Tinley Park, Illinois now known as J. W. Hollstein's Saloon, and provide signage for said spaces (hereinafter collectively referred to as the "Reserved Spaces"). All signage for the Reserved Spaces shall be approved by the Lessor. The Reserved Spaces shall not have parking time restrictions.
12. Lessee also represent and warrants that Lessee has entered into a twenty (20) year lease with Tom Hynes ( 17344-17348 Oak Park Avenue) for use of the areas necessary to provide access to the parking lot from 173<sup>rd</sup> Street.
13. Lessee agrees to defend, indemnify, and hold harmless the Lessor, and their agents and employees, from any and all claims, losses, lawsuits, damages, liability or expenses that result from the use of the premises as a municipal parking lot unless those claims, losses, etc., are the result of activity conducted by the Lessor, its agents or employees.
14. Lessee further covenants that at the expiration of this Lease or its termination other than by eminent domain taking, the Lessee will remove from the premises all goods and effects not the property of the Lessor and will peaceably yield up to the Lessor the premises in

good repair, order and condition in all respects, damage by normal wear and tear and unavoidable casualty excepted.

15. If any provision of the Lease is deemed illegal or unenforceable by a court of competent jurisdiction, it is agreed by Lessor and Lessee that the remainder of this Lease shall not be affected.
16. No current or future member of the Village or the Board of Trustees, commission or agency, official, or employee of the Village shall have any personal interest, direct or indirect, in this Lease. Nor shall any current or future member, official or employee participate in any decision relating to the Lease which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested. No current or future member, official, or employee of the Village shall be personally liable to Lessor, or to any successor in interest, to perform any commitment or obligation of the Village under the Lease nor shall any such person be personally liable in the event of any default or breach by the Village.
17. Lessor represents and warrants that it has full corporate right, power, and authority to enter into this Lease and to perform its obligations under this Lease. Lessor further represents and warrants that all corporate action necessary for the execution, delivery, and performance of this Lease by Lessor has been taken, and that this Lease is the legally binding obligation of Lessor, enforceable in accordance with its terms.

Signed and sealed at \_\_\_\_\_ the day and year first above written.

**Lessor:** DECLAN STAPLETON ON BEHALF OF RUBRICS INC

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Lessee:** VILLAGE OF TINLEY PARK

By: \_\_\_\_\_  
Village President

Attest: \_\_\_\_\_  
Village Clerk

**EXHIBIT A**

LOT 2 BLOCK 2 IN CHRISTIAN ANDRES' SUBDIVISION OF PART OF THE SOUTH HALF OF LOT 1 THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 28-30-313-007-0000



**EXHIBIT B**



**ACCESS AND PARKING LEASE AGREEMENT**  
17344 Oak Park Avenue (28-30-313-008-0000)

**THIS AGREEMENT** is made and entered into effect the \_\_\_ day of \_\_\_\_\_, 2020, by and between ELEVATED ENTERPRISES, LLC, hereinafter referred to as “Owner”, and the VILLAGE OF TINLEY PARK, an Illinois municipal corporation, hereinafter referred to as “Village.”

In consideration of the rents and agreements herein contained, Owner agrees to lease to the Village the west twenty-four feet of Owner’s property, hereinafter referred to as the “Current Access Premises”, located at 17344 South Oak Park in the Village of Tinley Park, Illinois, described and depicted in “EXHIBIT A,” for a term of twenty (20) years for use as a two-way access drive aisle. However, Owner shall have to the option to reconfigure the access drive aisle (the “Reconfiguration Option”) as depicted in “EXHIBIT B”, resulting in a twenty-foot one-way southbound drive aisle (hereinafter referred to the as the “Reconfigured Access Premises”). The Village agrees to lease to the Owner three parking spaces, as depicted in “EXHIBIT C” attached hereto (hereinafter referred to as the “Parking Premises”) for use by Owner’s tenants. This Agreement is subject to the following terms and conditions:

1. The Village enters this Agreement pursuant to Article VII, Section 10 of the Constitution of the State of Illinois.
2. The term of this lease shall be for a period of twenty (20) years, commencing on October 10, 2020, and terminating on October 9, 2040.
3. The Village agrees to pay to the Owner for the use of the Current Access Premises and, in the event of its construction, the Reconfigured Access Premises (collectively the “Access Premises”) an annual rent of \$1.00; the Owner agrees to pay to the Village for the use of the Parking Premises an annual rent of \$1.00.
4. The Village shall have the right to terminate this Agreement for any reason upon thirty (30) days prior written notice to the Owner.
5. The Village covenants and agrees to use and to occupy the Access Premises only for an access drive aisle; the Owner covenants and agrees to use and occupy the Parking Premises only for tenant parking.
6. The Owner covenants and agrees that it shall continue to preserve the twenty-four-foot two-way Current Access Premises drive aisle as an unobstructed drive aisle as depicted in Exhibit A unless the Owner exercises its Reconfiguration Option to construct the Reconfigured Access Premises.
7. In the event that Owner exercises its Reconfiguration Option to construct the access drive aisle as the Reconfigured Access Premises, the Owner covenants and agrees that it shall pay all costs related to constructing the twenty foot one-way access drive aisle including, but not limited, to the reconfiguration of the parking stalls west of the drive aisle (including the Parking Premises), the entrance from 173<sup>rd</sup> Place including new curb, any requisite utility relocation, all curb

reconstruction on and off-site required for the reduction in aisle width, and signage. The Owner shall identify the three tenant parking spaces on the Parking Premises with appropriate signage for the exclusive use by the three residential tenants located on the second floor of 17344 Oak Park Avenue.

8. The Owner, during the entire term of the Agreement, shall monitor and remove all rubbish and debris from the Access Premises and Parking Premises generated by the commercial businesses and residential tenants located at 17344 Oak Park Avenue, Tinley Park, Illinois.

9. The Village will maintain a centralized dumpster area depicted in "EXHIBIT D" attached hereto. The Owner shall monitor and be responsible for removal of all rubbish and debris placed in the dumpster area.

10. The Village shall have the right to make alterations, improvements and repairs to the Access Premises in order to maintain access to the municipal parking lot, including but not limited to: seal coating and/or repaving; striping; installing all necessary signage and overhead parking lot lighting; landscaping; and performing snow removal and landscape maintenance during the term of this Agreement.

11. The Owner and the Village covenants with each other that upon performing and observing the covenants and conditions on their respective parts as contained herein, shall and may peaceably and quietly have, hold, and enjoy the premises for the term described without any interruption by either party. Neither party will cause nor suffer any nuisance on the premises set forth above.

12. In the event Owner elects not to exercise its Reconfiguration Option, Owner shall continue to maintain the Current Access Premises in its current condition. Owner's failure to construct the Reconfigured Access Premises shall not constitute a breach of this Agreement, and Village's lease of the Access Premises shall continue for the term of this Agreement.

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

OWNER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

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

With a copy to: Peterson Johnson & Murray, LLC  
Kevin Kearney  
200 W Adams, Suite 2125  
Chicago, Illinois 60606  
[kkearney@pjmlaw.com](mailto:kkearney@pjmlaw.com)  
Fax: (312) 896-9318

14. Except as to any negligence of the Owner, the Village shall protect, indemnify and save harmless the Owner from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done in, upon or about the leased premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by the Village or any person claiming through or under the Village.
15. If any provision of this Agreement is deemed illegal or unenforceable by a court of competent jurisdiction, it is agreed by both parties that the remainder of this Agreement shall not be affected.
16. No current or future member of the Village or the Board of Trustees, commission or agency, official, or employee of the Village shall have any personal interest, direct or indirect, in this Agreement. Nor shall any current or future member, official or employee participate in any decision relating to the Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested. No current or future member, official, or employee of Village shall be personally liable to the Owner, or to any successor in interest, to perform any commitment or obligation of the Village under the Agreement nor shall any such person be personally liable in the event of any default or breach by the Village.
17. Owner represents and warrants that it has full corporate right, power, and authority to enter into this Agreement and to perform its obligations under this Agreement. Owner further represents and warrants that all corporate action necessary for the execution, delivery, and performance of this Lease by the Owner has been taken, and that this Agreement is the legally binding obligation of Owner, enforceable in accordance with its terms.

18. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto; except that if any part of this lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

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

OWNER:

VILLAGE OF TINLEY PARK

By: \_\_\_\_\_

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

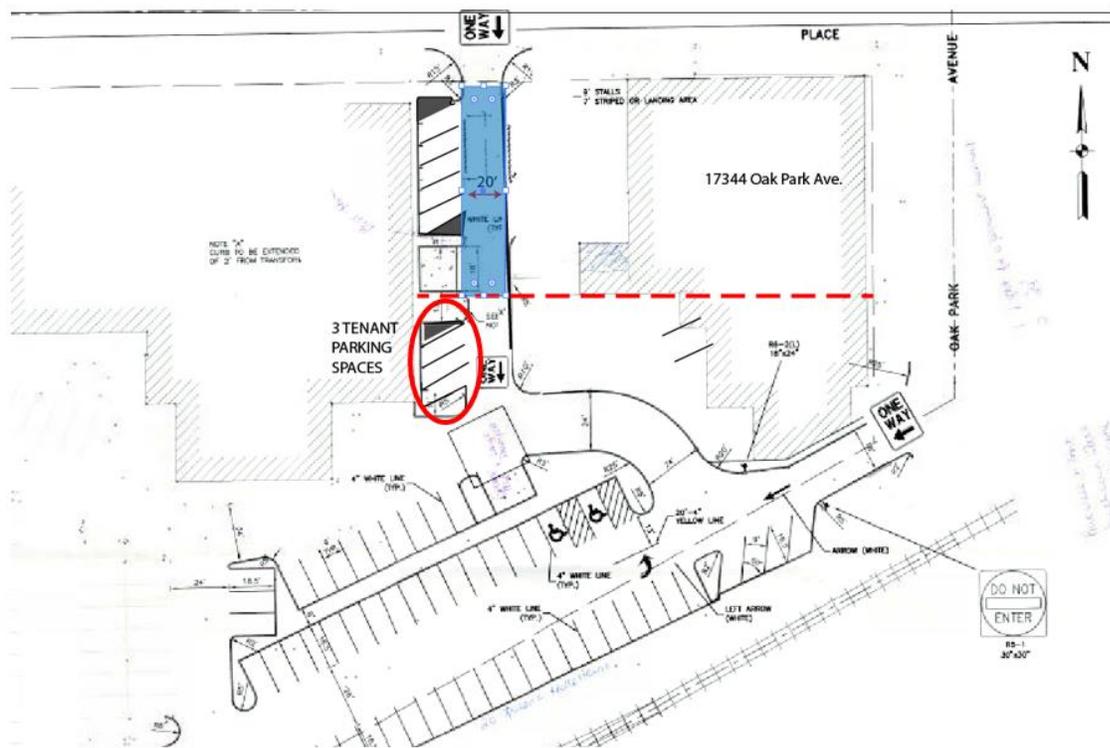
Date: \_\_\_\_\_





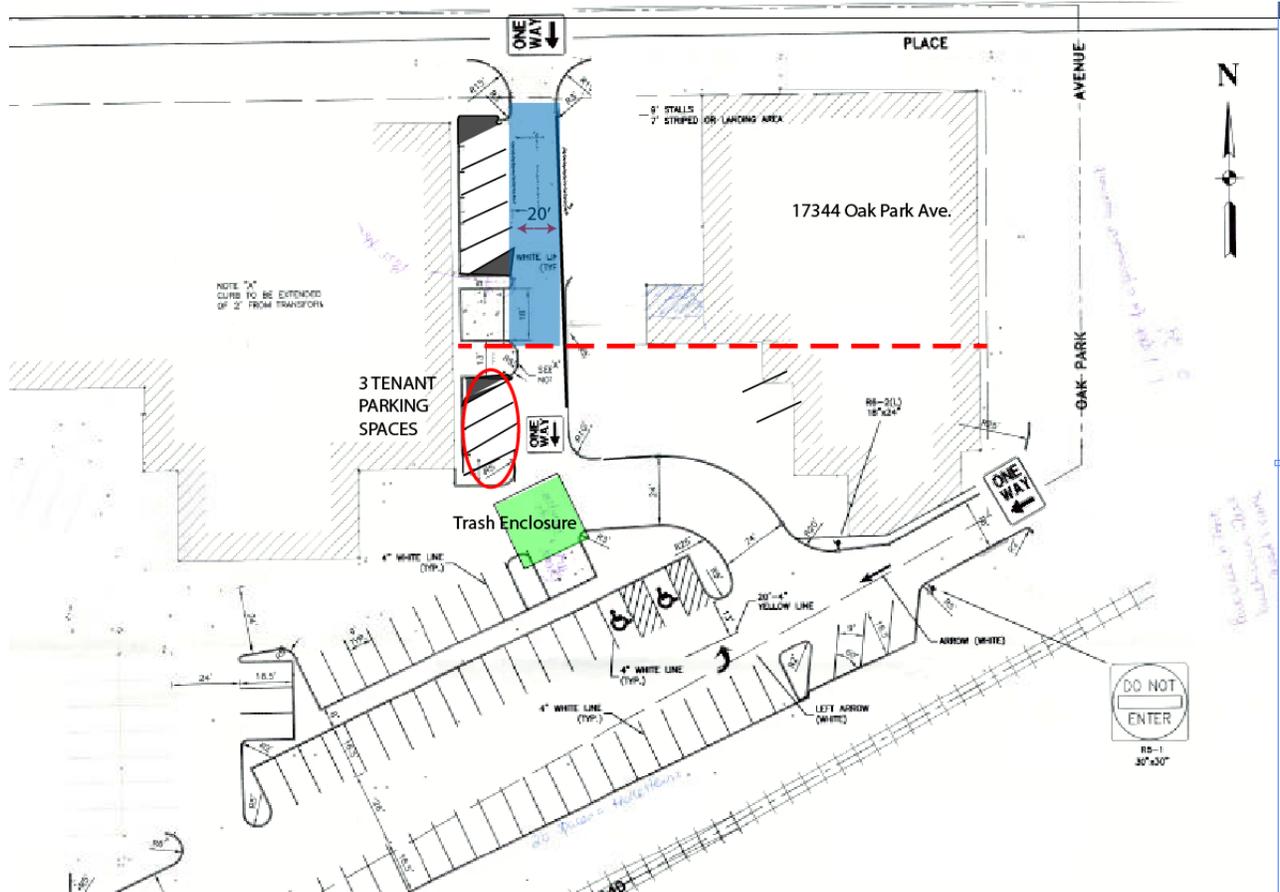
# EXHIBIT C

## Parking Premises



# EXHIBIT D

## Trash Enclosure



## **RIGHT-OF-WAY ENCROACHMENT AGREEMENT**

**17344 Oak Park Avenue**

**THIS RIGHT-OF-WAY ENCROACHMENT AGREEMENT** is entered into this \_\_\_ day of \_\_\_\_\_, 2020, between \_\_\_\_\_, owner of the property commonly known 17344 Oak Park Avenue, Tinley Park, Illinois 60477, (“OWNER”) and the Village of Tinley Park, an Illinois Municipal Corporation, with offices at 16250 S. Oak Park Ave., Tinley Park, Illinois 60477 (“VILLAGE”).

**WHEREAS**, the OWNER owns certain real property legally described as:

LOT 1 BLOCK 2 IN CHRISTIAN ANDRES’ SUBDIVISION OF PART OF THE SOUTH HALF OF LOT 1 LYING NORTH OF CHICAGO ROCK ISLAND AND PACIFIC RAILROAD IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 28-30-313-008-0000(“SUBJECT PROPERTY”)

**WHEREAS**, by plat of subdivision for the SUBJECT PROPERTY, the VILLAGE has previously recorded its rights to a dedicated public right-of-way adjacent to the SUBJECT PROPERTY; and

**WHEREAS**, there is currently a patio encroaching on the VILLAGE’S right-of-way as depicted in Exhibit A; and

**WHEREAS**, the OWNER desires to make improvements to the existing patio in the VILLAGE’S right-of-way; and

**WHEREAS**, the VILLAGE has determined to allow the OWNER to encroach on the VILLAGE’S right-of-way subject to the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration for the VILLAGE allowing the encroachment and mutual promises contained herein, the OWNER declares that:

1. The foregoing recitals are substantive and are incorporated by reference in this paragraph 1 as though fully set forth.

2. The VILLAGE does hereby grant to the OWNER a right to encroach upon said right-of-way to the extent depicted on Exhibit A, attached hereto and incorporated herein so long as the proposed improvements continue unimpaired upon the right-of-way and that any improvements do not increase the encroachment of the right-of-way. This agreement and the rights granted hereunder shall terminate upon the damage or destruction of 50% or more of the replacement value of the building or other improvements which encroach upon the Village's right-of-way.

3. The encroachment herein acknowledged does not under any circumstances abrogate or nullify the VILLAGE’s rights and interests in and to the dedicated public right-of-way, including the parkway.

4. The OWNER shall retain all the risks and liabilities associated with encroaching on the VILLAGE's right-of-way, including without limitation, the risk that the VILLAGE may remove the improvements that encroach the right-of-way without any prior notice to the OWNER. The OWNER shall be solely responsible for the VILLAGE's cost to remove the encroachment to gain access to any of its public utilities in the easement for any purpose.

5. The VILLAGE shall not be responsible for any costs incurred by the OWNER to repair or replace the encroachment if it is damaged or destroyed by the VILLAGE.

6. The OWNER shall hold harmless, indemnify and defend the VILLAGE from and against any and all liability, claims, demands, and causes of action arising out of or related to any loss, injury, death, or loss or damage to property resulting from the VILLAGE's use of the right-of-way for any of its intended purposes

7. The OWNER shall hold harmless, indemnify and defend the VILLAGE from and against any and all liability, claims, demands, and causes of action arising out of or related to any loss, injury, death, or loss or damage to property resulting from the OWNER'S encroachment of the VILLAGE'S right-of-way.

8. The OWNER have read and fully understand that this Agreement is an agreement to indemnify the VILLAGE, its officials, agents, employees, and attorneys, and the OWNER fully intend to be bound by the terms of this Agreement and that it shall further bind the OWNER'S assigns, heirs, executors or administrators.

9. This Agreement shall be a covenant running with the land and shall be recorded in the office of the County Recorder in the county where the SUBJECT PROPERTY is situated.

**IN WITNESS WHEREOF**, the parties set their hands as seals as of the date first written above.

OWNER:

VILLAGE OF TINLEY PARK:

By: \_\_\_\_\_

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

## **Exhibit A**



## **RIGHT-OF-WAY ENCROACHMENT AGREEMENT**

**17358 Oak Park Avenue**

**THIS RIGHT-OF-WAY ENCROACHMENT AGREEMENT** is entered into this \_\_\_ day of \_\_\_\_\_, 2020, between \_\_\_\_\_, owner of the property commonly known 17358 Oak Park Avenue, Tinley Park, Illinois 60477, (“OWNER”) and the Village of Tinley Park, an Illinois Municipal Corporation, with offices at 16250 S. Oak Park Ave., Tinley Park, Illinois 60477 (“VILLAGE”).

**WHEREAS**, the OWNER owns certain real property legally described as:

LOT 2 BLOCK 2 IN CHRISTIAN ANDRES’SUBDIVISION OF PART OF THE SOUTH HALF OF LOT 1 THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 28-30-313-007-0000 (“SUBJECT PROPERTY”)

**WHEREAS**, by plat of subdivision for the SUBJECT PROPERTY, the VILLAGE has previously recorded its rights to a dedicated public right-of-way adjacent to the SUBJECT PROPERTY; and

**WHEREAS**, there is currently a patio encroaching on the VILLAGE’S right-of-way as depicted in Exhibit A; and

**WHEREAS**, the VILLAGE has determined to allow the OWNER to encroach on the VILLAGE’S right-of-way subject to the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration for the VILLAGE allowing the encroachment and mutual promises contained herein, the OWNER declares that:

1. The foregoing recitals are substantive and are incorporated by reference in this paragraph 1 as though fully set forth.
2. The VILLAGE does hereby grant to the OWNER a right to encroach upon said right-of-way to the extent depicted on Exhibit A, attached hereto and incorporated herein so long as the proposed improvements continue unimpaired upon the right-of-way and that any improvements do not increase the encroachment of the right-of-way. This agreement and the rights granted hereunder shall terminate upon the damage or destruction of 50% or more of the replacement value of the building or other improvements which encroach upon the Village's right-of-way.
3. The encroachment herein acknowledged does not under any circumstances abrogate or nullify the VILLAGE’s rights and interests in and to the dedicated public right-of-way, including the parkway.
4. The OWNER shall retain all the risks and liabilities associated with encroaching on the VILLAGE’s right-of-way, including without limitation, the risk that the VILLAGE may remove the improvements that encroach the right-of-way without any prior notice to the OWNER. The OWNER shall

be solely responsible for the VILLAGE's cost to remove the encroachment to gain access to any of its public utilities in the easement for any purpose.

5. The VILLAGE shall not be responsible for any costs incurred by the OWNER to repair or replace the encroachment if it is damaged or destroyed by the VILLAGE.

6. The OWNER shall hold harmless, indemnify and defend the VILLAGE from and against any and all liability, claims, demands, and causes of action arising out of or related to any loss, injury, death, or loss or damage to property resulting from the VILLAGE's use of the right-of-way for any of its intended purposes.

7. The OWNER shall hold harmless, indemnify and defend the VILLAGE from and against any and all liability, claims, demands, and causes of action arising out of or related to any loss, injury, death, or loss or damage to property resulting from the OWNER'S encroachment of the VILLAGE'S right-of-way.

8. The OWNER have read and fully understand that this Agreement is an agreement to indemnify the VILLAGE, its officials, agents, employees, and attorneys, and the OWNER fully intend to be bound by the terms of this Agreement and that it shall further bind the OWNER'S assigns, heirs, executors or administrators.

9. This Agreement shall be a covenant running with the land and shall be recorded in the office of the County Recorder in the county where the SUBJECT PROPERTY is situated.

**IN WITNESS WHEREOF**, the parties set their hands as seals as of the date first written above.

OWNER:

VILLAGE OF TINLEY PARK:

By: \_\_\_\_\_

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

**EXHIBIT A**

# EXHIBIT

of

LOT 2 BLOCK 2 IN CHRISTIAN ANDRES' SUBDIVISION OF PART OF THE SOUTH HALF OF LOT 1 OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

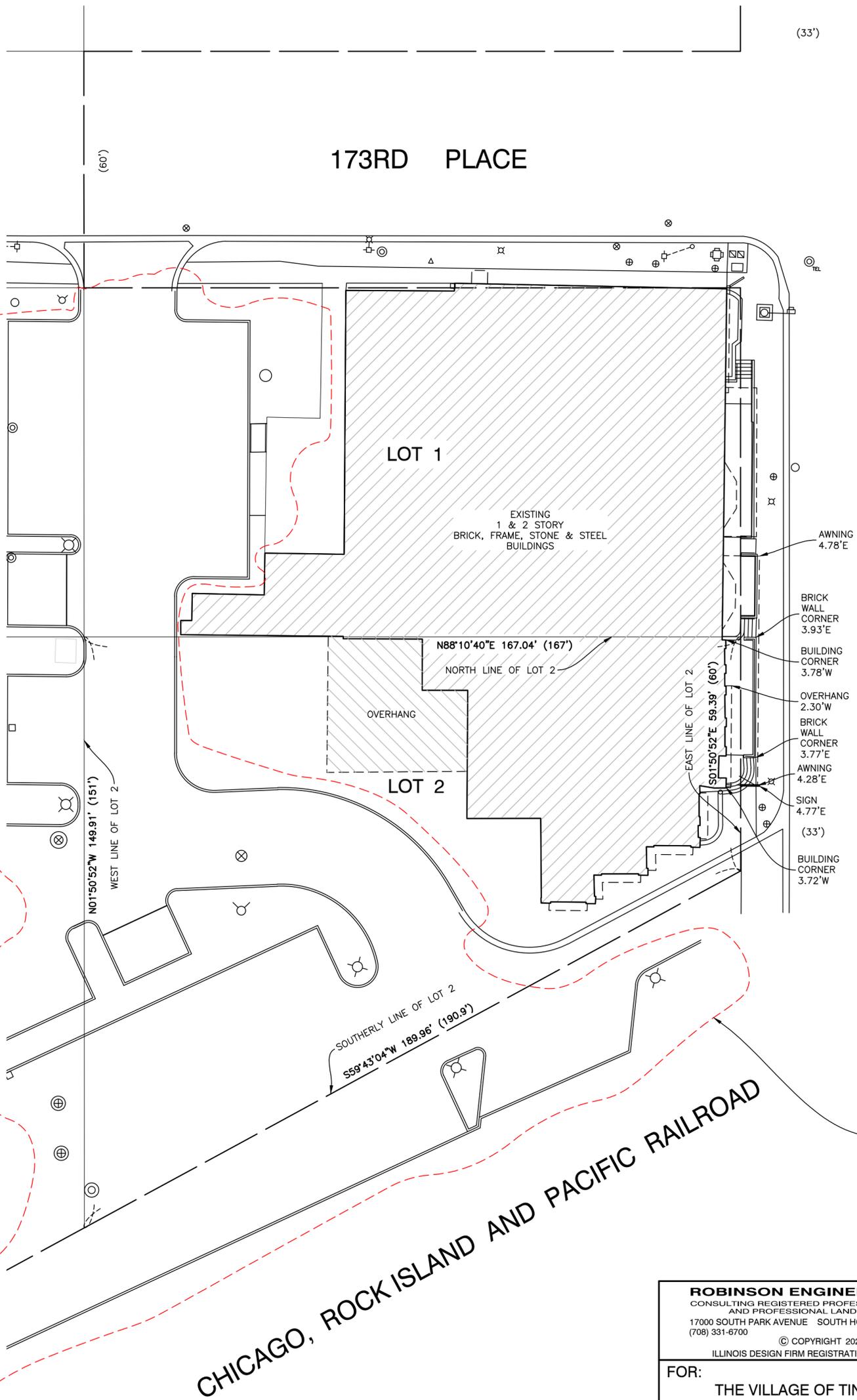
PIN: 28-30-313-007-0000

KNOWN AS: 17358 OAK PARK AVENUE  
TINLEY PARK, ILLINOIS

N



20 0 20  
SCALE 1" = 20'



## LEGEND

- CATCH BASIN
- ⊙ MANHOLE
- ⊗ FIRE HYDRANT
- ⊗ WATER VALVE
- ▷ B-BOX
- PHONE BOX
- ⊕ GAS VALVE
- ⊙ TEL PHONE MANHOLE
- ⊕ POWER POLE
- ⊕ LIGHT POWER POLE WITH LIGHT
- --- ANCHOR & GUY WIRE
- --- TRAFFIC SIGNAL W/MAST
- ⊕ TRAFFIC SIGNAL
- ⊕ TRAFFIC SIGNAL HAND HOLE
- ⊗ LAMP POST

OAK PARK AVENUE

IMPROVEMENTS WITHIN DASHED AREA ARE THOSE AS PROPOSED PER ROBINSON ENGINEERING PLANS UNDER JOB #99-497 FOR THE VILLAGE OF TINLEY PARK PUBLIC SAFETY BUILDING PARKING LOT EXPANSION AND WERE NOT PHYSICALLY LOCATED AS OF THE DATE OF THIS EXHIBIT.

<b>ROBINSON ENGINEERING, LTD.</b> CONSULTING REGISTERED PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS 17000 SOUTH PARK AVENUE SOUTH HOLLAND, ILLINOIS 60473 (708) 331-6700 FAX (708) 331-3826 © COPYRIGHT 2020 ILLINOIS DESIGN FIRM REGISTRATION NO. 184001128.		REVISIONS	
		No.	Date
FOR: THE VILLAGE OF TINLEY PARK 16250 S. OAK PARK AVENUE TINLEY PARK, ILLINOIS 60477 708-444-5000			
Drawn by: B.K.L.	Date: 7-22-2020		
Checked by: R.E.G.	Scale: 1" = 20'		
Sheet 1 of 1	Project No. 20-R0599		



# Interoffice Memo

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**Date:** September 9, 2020  
**To:** Village Board  
**From:** Commander Stanley J Tencza  
**Subject:** Tow Ordinance

The Tinley Park Police Department is seeking to amend its current Towing of Motor Vehicle ordinance. The Tinley Park Police Department is seeking to broaden its ability to impose administrative fees and procedures for impounding vehicles for specified violations. Any municipality may, consistent with the Illinois Vehicle Code, provide by ordinance, procedures for the release of properly impounded vehicles and for the imposition of a reasonable administrative fee related to its administrative and processing costs associated with the investigation, arrest, and detention of an offender, or the removal, impoundment, storage, and release of a vehicle. The administrative fee (\$500.00) imposed by the municipality may be in addition to any fees charged for the towing and storage of an impounded vehicle. The administrative fees will act as a strong deterrent and will hold those accountable for their actions associated to criminal activity.

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

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**ORDINANCE**  
**NO. 2020-O-059**

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**ORDINANCE NO. 2020-O-059**

**AN ORDINANCE AMENDING CERTAIN PROVISIONS OF  
TINLEY PARK TOWING OF MOTOR VEHICLES ORDINANCE**

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

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

---

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**ORDINANCE NO. 2020-O-059**

**AN ORDINANCE AMENDING CERTAIN PROVISIONS OF  
TINLEY PARK TOWING OF MOTOR VEHICLES ORDINANCE**

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

**WHEREAS**, Amendments that certain provisions of the Tinley Park Towing of Motor Vehicles Ordinance have been proposed; and

**WHEREAS**, **Section 5/11-80-2**, "Use of Streets", 65 ILCS 5/11-80-2 provides that the corporate authorities of each municipality may regulate the use of the streets and other municipal property (5/11-80-2. Use of streets);

**WHEREAS**, **Section 5/11-80-3**, "Obstructions upon Streets", of the Illinois Municipal Code provides that corporate authorities of each municipality may prevent and remove encroachments or obstructions upon the streets and other municipal property (65 ILCS 5/11-80-3);

**WHEREAS**, the President and Board of Trustees have reviewed the matter herein and have determined that amending certain provisions of the Tinley Park Towing of Motor Vehicles Ordinance is in the best interest of the Village of Tinley Park.

**NOW, THEREFORE, Be It Ordained** BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, AS FOLLOWS:

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

**Section 2:** That Section 90.20 Definitions is hereby amended to adopt the following language:

"HAZARDOUS VEHICLE,"

- (1) A vehicle that has been involved in an accident and is disabled or cannot be immediately moved by the owner or operator of the vehicle.

- (2) A vehicle that presents an immediate danger to the health or welfare of the members of the public.
- (3) A vehicle abandoned or disabled on a public street, way, or alley that is impeding the orderly flow of traffic or poses a potential danger to pedestrians and other operators of vehicles **either by its location, condition or appearance.**
- (4) A vehicle that must be moved to allow for proper municipal snow removal from a public street, way, or alley.

"OWNER." A person who holds legal title to the vehicle, **or the right of possession of the vehicle.**

“UNLAWFUL VEHICLE”

- (1) A vehicle that has been reported stolen or is the subject of a search and seizure by the Police Department.
- (2) A vehicle parked in violation of state statutes or ordinances of the village which prohibit parking at the location in question or for the period of time for which the vehicle has been parked, and where either the statute or the ordinance authorize the vehicle to be towed and the signs posted at or near the general location in question note that fact.
- (3) **A vehicle towed incident to arrest.** ~~A vehicle which was operated by a person placed under lawful arrest for violation of any statute or local ordinance and who by virtue of the arrest is unable to operate the vehicle.~~
- (4) **A vehicle that is used in connection with any of the following:**
  - (a) **The commission or attempted commission of any criminal offense classified as a Class A misdemeanor under the Illinois Criminal Code, 720 ILCS 5/1-1 et. seq. or the Illinois Vehicle Code, 625 ILCS 5/1-100 et. seq. or any corresponding violation of the municipal code.**
  - (b) **The commission or attempted commission of any criminal offense classified as a Felony under the Illinois Criminal Code, 720 ILCS 5/1-1 et. seq or the Illinois Vehicle Code, 625 ILCS 5/1-100 et. seq.**
  - (c) **Where an outstanding warrant has been issued for the driver, whether the warrant is for failure to appear in court, or for initial charges, including both felony and misdemeanor charges.**
  - (d) **Operation or use of a vehicle in violation of 625 Ill. Comp. Stat. Ann. 5/11-503**
    - (1) **while the vehicle is part of a funeral procession; or**

**(2) in a manner that interferes with a funeral procession**

- (e) **It shall not be necessary for criminal charges to be filed, prosecuted, and/or proven in order to demonstrate that one or more of the violations referenced in subsections (a) through (d) above has/have been committed.**

"VEHICLE." Any device in, upon, or by which any person or property is or may be transported **or drawn (e.g. trailers and other pulled devices)** upon a street, highway, or any public way ~~including trailers and other devices designed to be pulled by a propelled device.~~

**Section 3:** That Section 90.22 Hazardous and Unlawful Vehicles; Post-Tow Notice and Hearing Procedure is hereby amended to adopt the following language under subsection (3) Release of motor vehicles:

- (b) The owner may pay the full amount of fees and subsequently request a hearing pursuant to this section. **The fees shall be in addition to (i) any other penalties that may be assessed by a court of law for the underlying violations; and (ii) any towing or storage fees, or both, charged by the towing company.**

**Section 4:** Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and are hereby repealed to the extent of such conflict.

**Section 5:** That the Village Clerk be and is hereby directed to publish this Ordinance in pamphlet form.

**Section 6:** This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS , 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS , 2020.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No.2020-O-059, “AN ORDINANCE AMENDING CERTAIN PROVISIONS OF TINLEY PARK TOWING OF MOTOR VEHICLES ORDINANCE” which was adopted by the President and Board of Trustees of the Village of Tinley Park on       , 2020.

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

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KRISTIN A. THIRION, VILLAGE CLERK