

NOTICE OF THE SPECIAL COMMITTEE OF THE WHOLE MEETING

The special meeting of the Committee of the Whole is scheduled for
Tuesday, October 20, 2020 beginning at 5:30 p.m.

A copy of the agenda for this meeting is attached hereto and
can be found at 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 or placed in the Drop Box at the Village Hall by noon on Tuesday, October 20, 2020. Please note, written comments will not be read aloud during the meeting. A copy of the Village's Temporary Public Participation Rules & Procedures is attached to this Notice.

Kristin A. Thirion
Clerk
Village of Tinley Park

VILLAGE OF TINLEY PARK
TEMPORARY PUBLIC PARTICIPATION RULES & PROCEDURES

As stated in Gubernatorial Executive Order 2020-07 issued on March 16, 2020 and Gubernatorial Executive Order 2020-10 issued on March 20, 2020, both extended by Gubernatorial Executive Order 2020-18 issued on April 1, 2020, all public gatherings of more than ten people are prohibited. In-person public participation is not defined as an essential activity.

The Mayor of Tinley Park is issuing the following rules for all Village Board and other public meetings in order to promote social distancing as required by the aforementioned Executive Orders and the requirements of the Open Meetings Act:

Written Comments

After publication of the agenda, email comments to clerksoffice@tinleypark.org. When providing written comments to be included as public participation at a public meeting, clearly identify the following in the subject line:

- The date of the meeting;
- The type of meeting for the written comments (e.g. Village Board meeting, Zoning Board of Appeals meeting, Plan Commission meeting, etc.);
- Name and any other identifying information the participant wishes to convey to the public body;
- The category of public participation (e.g., Receive Comments from the Public, Agenda Items, etc.);
- For specific Agenda Items, identify and include the specific agenda item number;
- The entire content of the comments will be subject to public release. The Village of Tinley Park is under no obligation to redact any information.

The contents of all comments will be provided to the relevant public body for their review. **Written comments will not be read aloud during the meeting. If you wish to publicly address the public body, you may request to participate via teleconference as described below.**

Comments must be submitted by 12:00 pm on the day of the meeting. However, it is strongly recommended that comments be emailed not less than twenty-four (24) hours prior to the meeting so the appropriate Board members, Commissioners, Board members, and Committee members have sufficient time to review the comments prior to the meeting.

Live Public Participation During Meeting

After publication of the agenda, those wishing to participate in a live telephone call option at a public meeting must register by 12:00 pm on the day of the meeting. A Village representative will call the participant at the relevant portion of the meeting and the participant will be allowed to participate telephonically at the meeting. To participate in a live telephone call during the meeting, a request shall be submitted by email to clerksoffice@tinleypark.org. The following information must be included the subject line:

- The date of the meeting;
- The type of meeting for the written comments (e.g. Village Board meeting, Zoning Board of Appeals meeting, Plan Commission meeting, etc.);

- Name and any other identifying information the participant wishes to convey to the public body;
- The category of public participation (e.g., Receive Comments from the Public, Agenda Items, etc.); and
- For specific Agenda Items, identify and include the specific agenda item number.

If the participant provides an email address, they will receive a confirmation email that their request has been logged. If the participant provides an email address and does not receive a confirmation email, they may call (708) 444-5000 during regular business hours to confirm the application was received.

Upon successful registration, the participant's name will be placed on an internal Village list. On the date and during relevant portion of the meeting, the participant will be called by a Village representative. The Village representative will call the provided telephone number and allow the phone to ring not more than four (4) times. If the call is not answered within those four (4) rings, the call will be terminated and the Village representative will call the next participant on the list.

The public comment should be presented in a manner as if the participant is in attendance at the meeting. At the start of the call, the participant should provide their name and any other information the participant wishes to convey. For comments regarding Agenda Items, identify and include the specific agenda item number. The participant should try to address all comments to the public body as a whole and not to any member thereof. Repetitive comments are discouraged. The total comment time for any single participant is three (3) minutes. Further time up to an additional three (3) minutes may be granted by motion. A participant may not give his or her allotted minutes to another participant to increase that person's allotted time.

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, October 20, 2020, beginning at 5:30 p.m. in Council Chambers, located in the Tinley Park Village Hall, 16250 South Oak Park Avenue, Tinley Park, Illinois 60477.

The agenda is as follows:

1. CALL MEETING TO ORDER.
2. CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL COMMITTEE OF THE WHOLE MEETING HELD ON SEPTEMBER 29, 2020.
3. DISCUSS COOK COUNTY CLASS 8 RECERTIFICATION FOR DUVAN INDUSTRIAL PARK.
4. DISCUSS COOK COUNTY CLASS 8 FOR 7305 DUVAN DRIVE – JOHN KACZMARSKI.
5. DISCUSS FOUNDATION ONLY PERMIT REQUEST FOR PROPERTY LOCATED AT 17100 HARLEM AVENUE.
6. DISCUSS GENERAL LIABILITY INSURANCE RENEWAL.
7. DISCUSS UPDATE ON OAK LAWN WATER PROJECT.
8. DISCUSS AMENDMENT TO OAK LAWN WATER AGREEMENT.
9. DISCUSS INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND COOK COUNTY DEPARTMENT OF TRANSPORTATION FOR 94TH AVENUE IMPROVEMENTS.
10. DISCUSS SALT PURCHASE CONTRACT.
11. DISCUSS SNOW REMOVAL CONTRACT FOR CUL-DE-SACS.
12. DISCUSS RENEWAL OF SNOW REMOVAL CONTRACT FOR PARKING LOTS.
13. DISCUSS RENEWAL OF CONTRACT FOR HOLIDAY DECORATING.
14. DISCUSS HOLIDAY EVENTS.
15. DISCUSS RESOLUTION ESTABLISHING NOWY SACZ POLAND AS A SISTER CITY TO THE VILLAGE OF TINLEY PARK.
16. DISCUSS EXECUTIVE SESSION RECORDING REVIEW POLICY FOR ELECTED AND APPOINTED OFFICIALS.
17. DISCUSS AMENDMENTS TO CHAPTER 30 TITLE 28 “PARTICIPATION IN MEETINGS BY TELEPHONE OR OTHER ELECTRONIC MEANS”.
18. DISCUSS UPGRADE TO ONBASE SOFTWARE.
19. DISCUSS LIQUOR AND VIDEO GAMING – SUNDAY HOURS.
20. DISCUSS PUBLIC NUISANCE ORDINANCE.
21. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION, VILLAGE CLERK

MINUTES
Special Meeting of the Committee of the Whole
September 29, 2020 – 6:00 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 29, 2020, to order at 6:08 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: M. Glotz, Village President Pro Tem
K. Thirion, Village Clerk
C. Berg, Village Trustee (Participated Electronically)
W. Brady, Village Trustee
W. Brennan, Village Trustee
M. Mueller, Village Trustee

Members Absent: J. Vandenberg, Village President
D. Galante, Village Trustee

Staff Present: D. Niemeyer, Village Manager
P. Carr, Assistant Village Manager
L. Godette, Deputy Clerk
J. Urbanski, Public Works Director
K. Clarke, Community Development Director
F. Reeder, Fire Chief
D. Framke, Marketing Director
H. Lipman, Management Analyst

Others Present:

Item #2 - CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL COMMITTEE OF THE WHOLE MEETING HELD ON SEPTEMBER 15, 2020 – Motion was made by Trustee Glotz, seconded by Trustee Brady, to approve the minutes of the Special Committee of the Whole meeting held on September 15, 2020. Vote by roll call. Ayes: Berg, Brady, Brennan, Glotz, Mueller. Nays: None. Absent: Galante. President Pro Tem Glotz declared the motion carried.

Item #3 DISCUSS CONTRACT WITH RICK DANDAN (DBA LAKESIDE CONSULTANTS) – K. Clarke, Community Development Director presented the contract. The Community Development Department’s last full-time inspector (plumbing) is retiring September 30, 2020. The next step for the department is to expand the existing professional services agreement with its current consultant, Rick Dandan, to include plumbing inspections. The Village has been using Rick Dandan for building permit plan review, and building inspections since 2017.

During the budget process, the re-organization of the Community Development Department was discussed. It was stated that when the full-time inspectors (plumbing & electrical) retired, their positions would not be filled as there are not enough of those inspections to warrant full-time positions. Instead, the Village would expand our current consultants' scope of work to include those trade's inspections. There is a need to have a full-time building official to assist with the management of the department as well as having someone in the office to assist residents and builders with their technical questions. That position was filled in February by Jim Ostrom and has been working out well. The majority of the inspections currently are building related which are being handled by Jim who is also fulfilling the role of building inspector. This will not be sustainable in the long run, but can be absorbed for now with the assistance from our consultant.

The same fees that were charged in the original agreement from 2017 remain. The majority of the Villages inspections will cost \$40 and the average permit cost is \$50. If an inspection has failed, the consultant will charge the Village a re-inspection fee which will be passed onto the applicant. The current Building Code has language that states any fees incurred by outside parties will be paid by the applicant.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to recommend the contract with Rick Dandan (dba Lakeside Consultants), be forwarded to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Glotz, Mueller. Nays: None. Absent: Galante. President Pro Tem Glotz declared the motion carried.

Item #4 - DISCUSS 80TH AVENUE TRAIN STATION SETTLEMENT AGREEMENT – D.

Niemeyer, Village Manager, presented the settlement agreement. In 2010, the Village entered into a contract with Zcorp Services Company for the 80th Avenue Train Station project. There were several disputes over the quality of the construction and the Village had to make several repairs/replacements, including replacing several staircases, railings and ramps and installing erosion control. Zcorp is no longer in business and the Village placed a claim on the contractor's performance bond in 2016. The bonding company disputed the claim and after extended negotiations, the bonding company agreed to pay the Village \$175,000 to settle the dispute.

Motion was made by Trustee Brady, seconded by Trustee Mueller, to recommend the 80th Avenue train station Settlement Agreement, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Glotz, Mueller. Nays: None. Absent: Galante. President Pro Tem Glotz declared the motion carried.

Item #5 - DISCUSS VIDEO GAMING LICENSE FOR POP'S BEEF – Hannah Lipman,

Management Analyst, presented the request from Pop's Beef. Pop's Italian Beef, located at 7301 183rd St., Units A & B. A video gaming license was approved by the Board on June 4, 2019. Around the same time, another establishment in the same strip center petitioned the Illinois Gaming Board (IGB) for video gaming and was approved. That establishment approached the Village thereafter, but was never approved for video gaming at the local level.

While the Village approved Pop's Italian Beef for video gaming, the IGB denied their request due to local concentration. Local concentration, per the Illinois Video Gaming Act, means that the combined number of licensed video gaming locations within a mall exceed half of the separate locations within the mall. In that strip center, of the four businesses, one other restaurant already has video gaming, therefore resulting in what the IGB considered a local concentration.

The petitioner for Pop's Italian Beef, Burke Matyas, resolved the situation with the IGB and received approval. However, largely due to COVID-19, Mr. Matyas wishes to change the location of the video gaming terminals from the location proposed in June 2019. There will be a seven (7) foot wall in place to act as a barrier between the gaming terminals and the rest of the restaurant.

Trustee Glotz asked if there will be cameras. Mr. Matyas responded yes.

Trustee Brennan asked for clarification on the location of the machines. Mr. Matyas explained the configuration.

Item #6 – DISCUSS SIDEWALKS ON OAK PARK AVENUE BETWEEN 167TH STREET AND 171ST STREET. – John Urbanski, Public Works Director, presented the sidewalk project. During the efforts to coordinate prioritizing areas with missing sidewalks or “sidewalk gaps” in 2017, the area on Oak Park Ave. from 167th St. to 171st St. was previously discussed by the Public Works Committee as a possible route to prioritize. Robinson Engineering (REL) was tasked with creating a possible solution in the current “congested” parkways adjacent to Oak Park Ave. The engineer’s estimate in 2017 was \$305,000.

Trustee Glotz asked if the estimate was for both sides of Oak Park Ave. Mr. Urbanski replied it is for the east side only. Trustee Glotz would like this to be discussed as a budget item next year.

Trustee Brady asked why the project was not completed in 2017. Mr. Urbanski replied this was due to fund availability and priority.

A resident expressed his safety concerns with this area with regards to those with physical limitations and children.

Item #7 - DISCUSS HALLOWEEN UPDATES – Donna Framke, Marketing Director, presented the Halloween updates. The Village has been hosting the Boo Bash, a Halloween kiddie event in Downtown Tinley, for many years. As done with summer events, it has been reinvented to conform to the State’s phase 4 guidelines. Participation in this year’s event will be limited to Tinley Park residents who will pre-register on Ticket Tailor. Families will be placed in a group of up to 45 people and the groups will be guided through a flow event to various activity stations which will include things such as making slime, creating crafts, watching a magic show, participating in a costume parade, and dancing. Business booths will also be part of the event so kids can safely “trick or treat”. The train station will be decorated as a haunted house and Cavallini’s will have food available for purchase. Each group will take roughly 35-45 minutes to complete the trail of activities (not including the optional train station visit).

A Halloween house decorating contest is also planned. Participating residents are asked to submit their information by October 16. Marketing commissioners will judge the houses between October 19 – 22. Homes will be judged in one of three categories: Scariest, Best Overall Theme and Best Special Effects, with winners to be announced on October 23rd. The winner in each category will receive a \$100 gift card to the Tinley Park business of their choice. A list of participating homes will be published so residents and visitors can drive around at their leisure to enjoy the decorations.

Staff has recommended Halloween trick-or-treating hours be observed in the Village of Tinley Park from 3:30 to 7 p.m. on Saturday, October 31. Due to COVID-19, the Village is making several recommendations to ensure everyone has a safe time this year. Trick-or-treaters and homeowners are encouraged to wear masks when interacting with each other, and homeowners are asked to not leave bowls of candy outside to help prevent the spread of coronavirus.

Homeowners who don’t wish to hand out candy this year can download a sign on the Village website and hang it on their front doors or windows. These signs will let trick-or-treaters know not to ring the bell and to be respectful of the sign and the homeowner’s wishes. Signs will also be available for pick up at the Village Hall.

Trustee Glotz stated social distancing should be maintained and groups should wait to approach a home until the previous group has dispersed. Trustee Brennan concurred.

Item #8 - 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, Glotz, Mueller. Nays: None. Absent: Galante. President Pro Tem Glotz declared the meeting adjourned at 6:32 p.m.

DRAFT



Interoffice Memo

Date: October 20, 2020

To: Trustee Glotz, Chair
Committee of the Whole
Dave Niemeyer, Village Manager

From: Priscilla Cordero, Business Development Manager

Subject: Cook County Class 8 Recertification – Duvan Industrial Park

BACKGROUND

Cook County has authorized several special assessment based incentives for property tax purposes that are designed to encourage commercial and industrial development in areas of Cook County which are experiencing severe economic stagnation or require assistance to develop new facilities, or renovate existing facilities. The County has previously designated certain Townships as eligible (Bloom, Bremen, Calumet, Rich and Thornton) for the Class 8 incentives. There is a provision that allows the Assessor, upon application of the local governing body, to certify that an area is in need of substantial revitalization under the Class 8 incentive category.

The Village had previously qualified the Duvan Industrial Park, the Orland Township commercial area in the vicinity of 159th and Harlem, and the Orland Township area of LaGrange Road and 183rd Street as “blighted” areas for eligibility under the County Class incentives.

The Duvan Industrial Park consists of commercial and industrial properties encompassed in an area bounded by Harlem Avenue on the East, Metra Rock Island Railroad on the South, on the West, and 175th Street on the North. The Village previously passed Resolution 2007-R-032 requesting Class 8 Certification for the Duvan Industrial Park from the Cook County Assessor’s Office. The certification was approved in March 2008. The Village is required to re-certify a designated area every five years. The Village previously requested recertification of the Duvan Industrial Park area under Resolution 2012-R-055. Several Duvan Drive property owners have active Class 8 reclassifications enabled.

Under the Cook County special incentive Classes (6, 7, 8, 9), the normal assessment rate of 25% applicable to commercial and industrial use properties is reduced to 10% (same as residential property)

for a period of ten (10) years, and are generally renewable. If the incentive request for a property is not renewed, the program provides for a two year transition period that gradually returns the assessment rate to 25% (15% year 11; 20% year 12).

The conditions still exist to warrant continuing the eligibility of this area for the County tax incentive program. By design, the Cook County Classification System places two and one half times the tax burden on commercial and industrial property which results in higher property taxes. Provided they meet the qualifications of the incentive program, businesses and property owners often need this incentive to remain competitive, considering the proximity of the Duvan Industrial Park to Will County as well as Indiana locations with lower property taxes.



REQUEST

Staff is requesting the Village Board consider approval of resolution 2020-R-xxx to re-certify the Duvan Industrial Park area and to continue its eligibility for the County’s Class 8 incentive program. If recommended to move forward, this resolution would be eligible for approval at the October 20, 2020 Village Board meeting.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. _____

**A RESOLUTION AUTHORIZING THE VILLAGE OF TINLEY PARK TO
SEEK CLASS 8 RECERTIFICATION BY THE OFFICE OF THE COOK
COUNTY ASSESSOR FOR CERTAIN PROPERTY IN THE VILLAGE OF
TINLEY PARK, COOK & WILL COUNTY, ILLINOIS REFERRED TO
AS DUVAN INDUSTRIAL PARK**

**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

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE VILLAGE OF TINLEY PARK TO
SEEK CLASS 8 RECERTIFICATION BY THE OFFICE OF THE COOK
COUNTY ASSESSOR FOR CERTAIN PROPERTY IN THE VILLAGE OF
TINLEY PARK, COOK & WILL COUNTY, ILLINOIS REFERRED TO
AS DUVAN INDUSTRIAL PARK**

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, Cook County has authorized several special assessment based incentives for property tax purposes that are designed to encourage commercial and industrial development in areas of Cook County which are experiencing severe economic stagnation or require assistance to develop new facilities, or renovate existing facilities; and

WHEREAS, the Village had previously qualified the Duvan Industrial Park, the Orland Township commercial area in the vicinity of 159th and Harlem, and the Orland Township area of LaGrange Road and 183rd Street as “blighted” areas for eligibility under the County Class incentives; and

WHEREAS, the Duvan Industrial Park consists of commercial and industrial properties encompassed in an area bounded by Harlem Avenue on the East, Metra Rock Island Railroad on the South, on the West, and 175th Street on the North; and

WHEREAS, the conditions still exist to warrant continuing the eligibility of this area for the County tax incentive program; and

WHEREAS, the Village previously passed Resolution 2007-R-032 requesting Class 8 Certification for the Duvan Industrial Park from the Cook County Assessor’s Office; and

WHEREAS, in March 2008, Cook County granted Class 8 Certification for this Subject Property in Tinley Park; and

WHEREAS, Cook County recertification of designated Class 8 Subject Areas is required every five years; and

WHEREAS, the Village previously requested recertification of the Duvan Industrial Park area under Resolution 2012-R-055.

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

SECTION 1: The Village petitions the Office of the Cook County Assessor to recertify the subject property area qualified under the terms and conditions of a Class 8 incentive.

SECTION 2: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION 3: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 20th day of October, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 20th day of October, 2020.

ATTEST:

VILLAGE CLERK

VILLAGE PRESIDENT

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____, “A RESOLUTION AUTHORIZING THE VILLAGE OF TINLEY PARK TO SEEK CLASS 8 RECERTIFICATION BY THE OFFICE OF THE COOK COUNTY ASSESSOR FOR CERTAIN PROPERTY IN THE VILLAGE OF TINLEY PARK, COOK & WILL COUNTY, ILLINOIS REFERRED TO AS DUVAN INDUSTRIAL PARK,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 20th, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of October, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

ATTACHMENT

SUBJECT PROPERTY – DUVAN INDUSTRIAL PARK - TINLEY PARK, COOK COUNTY, ILLINOIS

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Interoffice Memo

Date: October 20, 2020

To: Trustee Glotz, Chair
Committee of the Whole
Dave Niemeyer, Village Manager

From: Priscilla Cordero, Business Development Manager

Subject: Cook County Class 8-7305 Duvan Drive-John Kaczmarski



BACKGROUND

John Kaczmarski (Applicant) proposes to invest \$115,000 to purchase the property located at 7305 Duvan Drive (PIN: 27-36-204-037-0000) and an additional \$92,000 for the renovation of the property. This location has been 100% vacant since December of 2018 and has fallen into disrepair.

The property consists of 3,600 sq. ft. of industrial space on a 13,394 square foot site. Renovations to the space include correcting code violations, installing a sprinkler system, repaving the driveway and parking lot, installing new overhead doors, repairing the truck dock area, as well as interior cosmetic improvements.

The applicant has not yet identified a tenant, but understands zoning and what will be allowed in this area. He currently owns three other properties on Duvan Drive, which he has been successful in renovating and leasing resulting in the creation of approximately 62 jobs. The applicant is also a long-time Tinley Park business owner having just retired from EZ Recycling this year after 28 years in business. The Village of Tinley Park can expect John Kaczmarek to increase the property tax value of the location as a result of the improvements being made. The applicant expects to create 7-10 jobs at this location once a tenant is found.

DISCUSSION

The Applicant is requesting a Class 8 Incentive on 7305 Duvan Drive (PIN: 27-36-204-037-0000) under Special Circumstances as the building has been vacant for just under 24 months. The Applicant has stated "but for . . ." the Class 8 reclassification, the development of this property will likely not be feasible. The Duvan Industrial Park has been designated as eligible for Class 8 reclassification based on studies performed in the past and approved by the Village and Cook County. Cook County provides the Class 8 Incentive Program which allows the reclassification of properties to effectively lower their tax assessment from the commercial rate of 25% to the rate of 10%. Class 8 assessment levels are 10% of market value for the first ten (10) years, 15% in the 11th year, and 20% in the 12th year.



The Class 8 Incentive Program is designed to encourage industrial and commercial development in areas of Cook County which are experiencing severe economic stagnation. Class 8 is structured to permit the Assessor, upon application of the local governing body, to certify that such areas are in need of substantial revitalization. The twelve-year incentive applies to all newly constructed and renovated buildings, including the land upon which they are situated. High property taxes are a primary reason for Class 8 incentives as well as competition with Will County and Indiana taxes.

INCENTIVE POLICY CHECKLIST

The following statements are in line with the Village or Tinley Park's incentive policy.

1. The developer will file the Cook County forms, plans to be a long-term owner/investor, and plans to comply with Village and County obligations of the Class 8 Incentive Program.
2. Due to its location in an area previously designated as blighted, this project meets the Target Development Area Incentive Policy Requirement outlined in section B-8.
3. The project will enhance or improve the marketability of existing businesses in the community as outlined in Section B-10 of the incentive policy.
4. The project will result in the long-term occupancy of a vacant building as outlined in D-4.

BENEFITS

The project will be an enhancement to the Village by occupying an existing vacant building and completing renovations in an area previously designated as blighted. It will increase property tax value as well as result in further improvements on Duvan Drive.

The proposed resolution also includes a Property Tax Classification Agreement between John Kaczmarek and the Village obligating the applicant to certain conditions of their proposed development such as:

1. Correcting all code violations
2. Installing a fire sprinkler system
3. Repaving the driveway and parking lot
4. Repairing the truck dock area
5. Complying with the Village's Landscaping Ordinance

Any failure to meet these conditions will result in the Village's right to terminate the agreement and the Class 8 Incentive on the Property. The Owner is required to execute the agreement prior to the Village submitting the Resolution for Reclassification to the County.

REQUEST

Staff is seeking direction on the approval of a class 8 for the property located at 7305 Duvan Drive in Tinley Park. The Economic and Commercial Commission recommended this item for approval at their October 12, 2020 meeting. Staff is prepared to present this item for approval at the October 20, 2020 Village Board meeting.

John Kaczmarski
36 Carriage House Lane
Orland Park, IL 60467
(708) 712-8538
ezrecycling@hotmail.com

September 28, 2020

Dear Ms. Cordero,

I am in negotiations to purchase the vacant building at 7305 Duvan Drive. My intent is to correct the code violations as outlined by the Village of Tinley Park prior to occupancy and make cosmetic repairs to prepare for rental. There are many issues with this property. In order to make the purchase and necessary repairs financially feasible, I am requesting a Class 8 resolution. Without the Village's assistance, this project would not be possible.

Thank you for your consideration in this matter.

Sincerely,



John Kaczmarski



CLASS 8
ELIGIBILITY APPLICATION

CONTROL NUMBER

Carefully review the Class 8 Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department (312) 603-7529. This application, *a filing fee of \$500.00*, and supporting documentation (*except drawings and surveys*) must be filed as follows:

This application must be filed **PRIOR TO** the commencement of New Construction or **PRIOR TO** the commencement of Substantial Rehabilitation Activities or **PRIOR TO** the commencement of Reoccupation of Abandoned Property.

Applicant Information

Name: John Kaczmarek Telephone: (708) 712-8538
Company: N/A
Address: 36 Carriage House Lane
City: Orland Park State: IL Zip Code: 60467
Email: ezrecycling@hotmail.com

Contact Person (if different than the Applicant)

Name: _____ Telephone: (_____) _____
Company: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Email: _____

Property Description (per PIN)

If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.

Street Address: (1) 7305 Duvan Drive
Permanent Real Estate Index Number: 27-36-204-037-0000
(2) _____
Permanent Real Estate Index Number: _____
(3) _____
Permanent Real Estate Index Number: _____

City: Tinley Park ZIP: 60477
Township: Orland Existing Class: 593

Class 8 application is based upon the location of the property in:

- 1) An area which has been certified for Class 8
- 2) One of the following townships: Bloom, Bremen, Calumet, Rich, or Thornton
- 3) Property obtained through the Cook County Tax Reactivation Program

Identification of Person Having an Interest in the Property

Attach a complete list of all owners, developers, occupants and other interested parties (*including all beneficial owners of a land trust*) identified by names and addresses, and the nature and extent of their interest.

Property Use

Type of Development: Industrial or Commercial (Please circle)

General Description of Proposed Property Usage Light industrial

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Attach legal description, site dimensions and square footage and building dimensions and square footage.

Include copies of materials, which explain the occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

Nature of Development

Indicate nature of proposed development by checking the appropriate space:

- New Construction (**Read and Complete Section A**)
- Substantial Rehabilitation (**Read and Complete Section A**)
Incentive only applied to the market value attributable to the rehabilitation
- Occupation of Abandoned Property - No Special Circumstance
(Read and Complete Section B)
- Occupation of Abandoned Property - With Special Circumstance
(Read and Complete Section C)
- Occupation of Abandoned Property - (**TEERM Supplemental Application**)
(Read and Complete Section C)

SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)

If the proposed development consists of *New Construction* or *Substantial Rehabilitation*, provide the following information:

Estimated date of construction

Commencement (*excluding demolition, if any*): _____

Estimated date of construction completion: _____

Attach copies of the following:

1. Specific description of the proposed *New Construction* or *Substantial Rehabilitation*
2. Current Plat of Survey for subject property
3. 1st floor plan or schematic drawings
4. Building permits, wrecking permits and occupancy permits (*including date of issuance*)
5. Complete description of the cost and extent of the *Substantial Rehabilitation* or *New Construction* (*including such items as contracts, itemized statements of all direct and indirect costs, contractor's affidavits, etc*)

SECTION B (ABANDONED PROPERTY WITH NO SPECIAL CIRCUMSTANCES)

If the proposed development consists of the reoccupation of abandoned property, purchased for value, complete (1) and (2) below:

1. Was the subject property vacant and unused for at least 24 continuous months prior to the purchase for value?

YES NO

When and by whom was the subject property last occupied prior to the purchase for value?

Attach copies of the following documents:

- (a) Sworn statements from person having personal knowledge attesting to the fact and the duration of vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of such vacancy

2. Application must be made to the Assessor prior to occupation:

Estimated date of reoccupation: _____
Date of Purchase: _____
Name of purchaser: _____
Name of seller: _____
Relationship of purchaser to seller: _____

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

SECTION C (SPECIAL CIRCUMSTANCES)

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was a **purchase for value**, but the period of *abandonment prior to purchase was less than 24 months*, complete section (1).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application 24 continuous months or greater**, complete section (2).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application was greater than 12 continuous months and less than 24 continuous month**, complete section (2) and the **TEERM Supplemental Application**.

1. How long was the period of abandonment prior to the purchase for value? 22 months

When and by whom was the subject property last occupied prior to the purchase for value?

HWH Holdings LLC vacated the property in December 2018

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting “abandonment” as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for less than 24-month abandonment period.*

Application must be made to the Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of Reoccupation:	<u>12/1/2020</u>
Date of purchase:	<u></u>
Name of purchaser:	<u>John Kaczmarek</u>
Name of seller:	<u>HWH Holdings LLC</u>
Relationship of purchaser to seller:	<u>None</u>

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

2. How long has the subject property been unused?

- 24 or greater continuous months (*Eligible for Special Circumstance*)
- 12 continuous months but less than 24 continuous months (*Eligible for Special Circumstance under TEERM*) - **Complete TEERM Supplemental Application**
- Less than 12 continuous months (*Not Eligible for Special Circumstance*)

When and by whom was the subject property last occupied prior to the filing of this application?

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting “abandonment” as determined by the municipality, or the County Board, if located in an unincorporated area. Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.

Application must be made to Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: _____

EMPLOYMENT OPPORTUNITIES

How many construction jobs will be created as a result of this development? 0

How many new permanent full-time and part-time employees do you now employ in Cook County?

Full-time: 0 Part-time: 0

How many new permanent full-time jobs will be created as a result of this proposed development?

7-10

How many new permanent part-time jobs will be created as a result of this proposed development?

0

LOCAL APPROVAL

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) should accompany this Application. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 8 Application and that it finds Class 8 necessary for development to occur on the subject property. If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the Incentive has been requested may be filed with this application instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the Incentive has been requested, the applicant must file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If, at a later date, the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 8 Incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an "Incentive Appeal".

I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

John Kaczmarek
Signature

10-1-2020
Date

John Kaczmarek
Print Name

Owner
Title

**Note: If title to the property is held in trust or by a corporation or a partnership, this Class 8 Eligibility Application must be signed by a beneficiary, officer or general partner.*

TEERM SUPPLEMENTAL APPLICATION

(This form will ONLY be utilized for applicants who specifically elect for TEERM)

This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) for at least 12 continuous months and less than 24 continuous months with no purchase taking place.

Under the TEERM Program, qualifying industrial/commercial real estate would be eligible for the Class 8 level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving Class 8 will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. The terms of this program are Not Renewable.

I _____ applicant/representative hereby specifically elect to submit this **Supplemental Application** for the **TEERM** program.

Further affiant sayeth not.

Agent's Signature

Agent's Name & Title

Agent's Mailing Address

Agent's Telephone Number

Applicant's Name

Applicant's Mailing Address

Applicant's e-mail address

Subscribed and sworn before me this _____ day of _____, 20 _____

Signature of Notary Public

Revised 2/6/2020

Description of Project and Intended Use

Purchase of vacant building at 7305 DuVan Drive, and correct substantial code violations. This will enhance the area as the building is falling into disrepair and causing a blight to the area. The entire property including building is approximately 13,394 square feet. The building itself is approximately 3600 square feet.

The intended use of the property is to relet to a business, and hopefully bring 7-10 jobs to this location. I am confident this can be accomplished as I have successfully renovated 7233-7249 DuVan Drive, 7307-7309 DuVan Drive and 7320 DuVan Drive resulting in maintaining/adding approximately 62 jobs in Tinley Park.

Sources and Uses of Funds

Fund Source: Loan from Compeer Financial

Project Budget:

- Correct code violations
- Install a complete fire prevention system
- Repave driveway and parking lot
- Install new overhead doors
- Repair truck dock area
- Redecorate inside areas with carpeting, paint and other necessary repairs
- **Total Estimated Cost: \$92,000**

AFFIDAVIT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Mark Chocola, being first duly sworn, state that

I am the owner of the property located at 7305 Duvan Drive, Tinley Park, IL 60477. I moved my business out of the property in December 2018 and it has been vacant since then.

Further, affiant sayeth not.

Mark Chocola

Affiant

Mark Chocola
10/6/20

SUBSCRIBED AND SWORN TO BEFORE ME this
6th day of October, 20 20.

Edward J. Mitchell III

NOTARY PUBLIC





MAINSTREET ORGANIZATION OF REALTORS® COMMERCIAL SALES CONTRACT



FROM: (Buyer) John Kaczmariski
 TO: (Seller) HWH Holdings, LLC (Name) DATE: _____
 _____ (Name)

OFFER OF BUYER: I/We (Buyer) offer to purchase the Real Estate known as:

7305 Duvan Dr. Tinley Park Cook IL 60477
 Street City County State Zip

lot size approximately _____, Permanent Index No.: 27-36-204-037-0000 together with improvements thereon.

INCLUSIONS: The following shall be included: fixtures, equipment, appliances, security systems (owned) and personal property, if any, located on the Real Estate of the date hereof, for which a bill of sale will be given: screens, storm windows and doors; shades, window blinds; radiator covers; heating, central cooling, ventilating, lighting and plumbing fixtures; attached mirrors, shelving, interior shutters, cabinets and awnings; planted vegetation; smoke detectors; as well as the following specific items:

EXCLUSIONS: The following shall be excluded: all tenant owned personal property, tenant owned trade fixtures, and:

Any personal property not specifically included shall be deemed excluded. A system or item shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.

1. **PURCHASE PRICE:** Purchase Price of \$ 115,000.00 shall be paid as follows: Initial Earnest Money of \$ 2,500.00 shall be tendered to Escrowee on or before 3 day(s) after Date of Acceptance. Additional Earnest Money of \$ NA shall be tendered by 20. Earnest Money shall be held in trust for the mutual benefit of the Parties by [check one] Seller's Brokerage Buyer's Brokerage As otherwise agreed by the Parties, as "Escrowee".

The balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in the form of good funds by wire transfer of funds, or by Certified, Cashier's, Mortgagee Lender's or title company's check (provided that the title company's check is guaranteed by a licensed title insurance company).

2. **CLOSING:** Provided title conforms with this contract or has been accepted by Buyer, closing or escrow payout shall be on 30 days from acceptance, 20, by conveyance by stamped recordable warranty deed (or other appropriate deed if title is in trust or in an estate) and payment of purchase price. Title shall be conveyed at the time required by this contract subject only to: general Real Estate taxes not due and payable at the time of Closing; building lines and building restrictions of record; zoning and building laws and ordinances; public and utility easements; covenants and restrictions of record; party wall rights and agreements, if any; existing leases or tenancies; the mortgage or trust deed if any, that may be assumed by Buyer as part of this transaction. However, Special Assessments, if any, for improvements not yet completed shall be paid by Seller at closing. This sale shall be closed at office of title insurance company or Seller's attorney's office as agreed or in escrow with the title company issuing the title commitment by deed and money escrow fee to be divided between Seller and Buyer. Seller and/or Buyer will pay their respective brokers' commissions as provided in their respective representation agreements or contracts and shall provide waiver of Brokers' liens at closing.

~~3. **FINANCING:** If this transaction is NOT CONTINGENT ON FINANCING, Optional Paragraph 28 a) OR Paragraph 28 b) MUST BE USED. If any portion of Paragraph 28 is used, the provisions of this Paragraph 3 are NOT APPLICABLE. This contract is contingent upon the ability of Buyer to secure within _____ days of the Date of Acceptance, a firm written commitment for a loan evidenced by a note to be secured by a mortgage or trust deed on the Real Estate in the amount of \$ _____, or such lesser amount as Buyer shall accept, with a fixed or initial interest rate (delete one) not to exceed _____%, said loan to be amortized over a minimum of _____ years, with a loan service charge not to exceed _____%. Seller and Buyer shall execute all documents and provide all information so that Buyer's lender can issue its commitment and close the transaction. If Buyer makes a good faith effort but is unable to obtain a commitment for the mortgage loan contemplated herein, Buyer shall so notify Seller in writing within the time specified in this Paragraph. IF SELLER IS NOT SO NOTIFIED WITHIN SUCH TIME PERIOD, BUYER SHALL FOR ALL PURPOSES BE DEEMED TO HAVE SECURED SUCH COMMITMENT OR TO HAVE AGREED TO PURCHASE THE REAL ESTATE WITHOUT MORTGAGE FINANCING OR BASED UPON THE MORTGAGE COMMITMENT ACTUALLY OBTAINED. If Seller is so notified, Seller may, at Seller's option, within 10 business days after Seller's receipt of said notice, elect to accept purchase money financing or to secure a mortgage commitment on behalf of Buyer upon substantially the same terms for the mortgage loan contemplated herein with such other material terms and conditions for comparable loans. If Seller is so notified, Buyer agrees to furnish to Seller all requested credit and financial information and to sign customary papers relating to the application for securing of a mortgage commitment. If Seller is thereafter unable or unwilling to secure such commitment or to accept purchase money financing as herein provided, this contract shall be null and void, and Buyer and Seller shall execute all necessary documents to refund earnest money to Buyer. This Contract shall not be contingent upon the sale and/or closing of any existing real estate.~~

4. **PRORATIONS:** Proratable items shall include, without limitation, Real Estate taxes based on 105% of most recent ascertainable taxes; assignable insurance policies, if requested by Buyer; rents and/or security deposits, if any; Special Service Area tax for the year of closing only. Condominium Association fees, if any; water taxes and other proratable items including flood hazard insurance shall be prorated to date of possession. The Parties hereto agree to re-prorate any unbilled real estate tax bill prior to the date of Closing. All tax years prior to sale is to be paid in full by the seller.

5. **POSSESSION:** Possession shall be delivered at closing subject to existing leases and tenancies, unless otherwise agreed in writing.

Buyer Initial _____ Seller Initial _____
 Address _____

6. ATTORNEY REVIEW: Within five (5) Business Days after the Date of Acceptance, the attorneys for the respective Parties, by Notice, may:

- (a) Approve this Contract, or
- (b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price and the earnest money refunded to the buyer upon written direction as required by law; or
- (c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after the Date of Acceptance written agreement is not reached by the Parties with respect to resolution of the proposed modifications, then either Party may terminate this Contract by serving Notice, whereupon this Contract shall be null and void and earnest money refunded to the buyer upon written direction as required by law; or
- (d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may declare this Contract null and void and this Contract shall remain in full force and effect.

Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 6(c). If Notice is not served within the time specified herein, the provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

~~7. INSPECTION/ENVIRONMENTAL SITE ASSESSMENT: This contract is contingent upon approval by Buyer of the condition of the Real Estate as evidenced by an inspection/environmental site assessment conducted at Buyer's expense and by contractor(s) selected by Buyer, within _____ business days after Seller's acceptance of this contract. Buyer shall indemnify Seller from and against any loss or damage to the Real Estate caused by the acts or negligence of Buyer or the person performing such inspection. If written notice of Buyer's disapproval is not served within the time specified, this provision shall be deemed waived by the Buyer and this Contract shall remain in full force and effect.~~

AS IS

8. DISCLOSURE: Within five (5) business days after date of acceptance Seller shall provide to the Buyer all information relevant to the condition, use and operation of the Real Estate available to Seller including but not limited to: schedule of operating expenses, existing surveys, title policies and any and all recorded nonconsensual liens. Seller shall prepare, and deliver to Buyer, all documentation for the Real Estate as may be required by applicable disclosure laws in the jurisdiction the property is located. Seller shall also cooperate with Buyer to secure whatever environmental site assessment Buyer or Buyer's lender deems necessary or appropriate.

9. CONDOMINIUM/Common Interest Associations: (If applicable) The Parties agree that the terms contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms.

- (a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the Declaration of Condominium/Covenants, Conditions and Restrictions and all amendments; public and utility easements including any easements established by or implied from the Declaration of Condominium/Covenants, Conditions and Restrictions or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Condominium Property Act; installments due after the date of Closing of general assessments established pursuant to the Declaration of Condominium/Covenants, Conditions and Restrictions.
- (b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special assessments confirmed prior to the Date of Acceptance.
- (c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller items as stipulated by the Illinois Condominium Property Act, if applicable, and Seller shall diligently apply for same. This Contract is subject to the condition that Seller be able to procure and provide to Buyer, a release or waiver of any option of first refusal or other pre-emptive rights of purchase created by the Declaration of Condominium/Covenants, Conditions and Restrictions within the time established by the Declaration of Condominium/Covenants, Conditions and Restrictions. In the event the Condominium Association requires personal appearance of Buyer and/or additional documentation, Buyer agrees to comply with same.
- (d) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the documents would unreasonably restrict Buyer's use of the premises or would result in increased financial obligations unacceptable to Buyer in connection with owning the Real Estate, then Buyer may declare this Contract null and void by giving Seller written notice within five (5) Business Days after the receipt of the documents and information required by Subparagraph (c) above, listing those deficiencies which are unacceptable to Buyer. If written notice is not served within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in full force and effect.
- (e) Seller shall not be obligated to provide a condominium survey.
- (f) Seller shall provide a certificate of insurance showing Buyer (and Buyer's mortgagee, if any) as an insured.

10. SELLER REPRESENTATION: Seller represents that Seller has not received written notice from any Governmental body or Owner Association regarding (a) zoning, building, fire or health code violations that have not been corrected, (b) any pending rezoning, (c) any pending condemnation or eminent domain proceeding; or (d) a proposed or confirmed special assessment and/or Special Service Area affecting the Real Estate. Seller represents, however, that, in the case of a special assessment and/or Special Service Area, the following applies:

- 1. There [check one] is not a proposed or pending unconfirmed special assessment affecting the Real Estate not payable by Seller after date of Closing.
- 2. The Real Estate [check one] is not located within a Special Service Area, payments for which will not be the obligation of Seller after date of Closing.

If any of the representations contained herein regarding Owner Association special assessment or Special Service Area are not acceptable to Buyer, Buyer shall have the option to declare this Contract null and void. If written notice of the option to declare this Contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or within the term specified in Paragraph 3 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect. Seller further represents that Seller has no knowledge of boundary line disputes, easements or claims of easement not shown by the public records or any hazardous waste on the Real Estate or any improvements for which the required permits were not obtained. Seller represents that there have been no improvements to the Real Estate which are not either included in full in the determination of the most recent Real Estate tax assessment. Notwithstanding anything to the contrary contained in this contract, Seller represents that to the best of Seller's knowledge, all heating, central cooling, ventilating, electrical and plumbing fixtures and systems on the Real Estate and all equipment to be transferred to Buyer pursuant to this contract are in working order and will be so at the time of closing.

Seller represents that, to the best of Seller's knowledge, there are not now, nor have there been, any underground storage tanks located on the Property and no chemicals or toxic waste have been stored or disposed of on the Property, except for: _____

Buyer Initial Buyer Initial Seller Initial Seller Initial
Address _____

_____ and that the Property has not been cited for any violation of any Federal, State, County or local environmental law, ordinance or regulation and the Property is not located within any designated legislative "superfund" area, except for: _____

Seller represents that neither Seller nor Seller's agent has received notice of any dwelling zoning, building, fire and health code violations which exists on the date of this contract from any city, village, or other governmental authority.

11. LEASES: Seller will not enter into or extend any leases with respect to the Real Estate from and after the date Seller signs this contract without the express prior written consent of Buyer. All security deposits, damage deposits, or other deposits in the possession of Seller, including interest earned, if applicable, shall be assigned to Buyer at the time of closing. Seller is required to deliver assignments of leases and Rent Roll to Buyer at the time of closing. Seller shall deliver to Buyer, within five (5) business days after the Date of Acceptance, true and correct copies of all leases, schedule of expenses, survey, and real estate taxes; this contract is subject to Buyer's review and approval of same within ten (10) business days from Date of Acceptance. If written notice of Buyer's disapproval is not served within ten (10) business days after Date of Acceptance, this provision shall be deemed waived by the Buyer and this contract shall remain in full force and effect. Seller shall provide fully executed tenant estoppel certificates prior to closing.

12. TITLE: At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance, subject only to items listed in Paragraph 2. The requirement of providing extended coverage shall not apply if the Real Estate is vacant land. The commitment for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments which are not acceptable to Buyer, then Seller shall have said exceptions or encroachments removed, or have the title insurer commit to insure against loss or damage that may be caused by such exceptions or encroachments. If Seller fails to have unpermitted exceptions waived or title insured over prior to Closing, Buyer may elect to take the title as it then is, with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA 2006 Insurance Policy.

13. PERFORMANCE: Time is of the essence of this Contract. In any action with respect to this Contract, the Parties are free to pursue any legal remedies at law or in equity and the prevailing Party in litigation shall be entitled to collect reasonable attorney fees and costs from the non-prevailing Party as ordered by a court of competent jurisdiction. There shall be no disbursement of earnest money unless Escrowee has been provided written agreement from Seller and Buyer. Absent an agreement relative to the disbursement of earnest money within a reasonable period of time, Escrowee may deposit funds with the Clerk of the Circuit Court by the filing of an action in the nature of interpleader. Escrowee shall be reimbursed from the earnest money for all costs, including reasonable attorney fees, related to the filing of the interpleader action. Seller and Buyer shall indemnify and hold Escrowee harmless from any and all conflicting claims and demands arising under this paragraph.

14. NOTICE: All Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any one of a multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

- (a) By personal delivery of such Notice; or
- (b) By mailing of such Notice to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the Notice transmitted shall be sent on Business Days during Business Hours. In the event fax Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the Notice transmitted shall be sent during Business Hours, and provided further that the recipient provides written acknowledgment to the sender of receipt of the transmission (by e-mail, facsimile, regular mail or commercial overnight delivery). In the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the overnight delivery company.

15. BUSINESS DAYS/HOURS: Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time.

16. FACSIMILE: Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract.

17. DAMAGE TO REAL ESTATE PRIOR TO CLOSING: If, prior to delivery of the deed, the Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of earnest money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds Seller agrees to assign to Buyer and deliver to Buyer at closing. Seller shall not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract, except as modified in this paragraph.

18. PLAT OF SURVEY: Prior to closing, Seller shall furnish at Seller's expense an ALTA-ACSM survey certified to Buyer, Buyer's lender (if any) and title insurance company dated not more than six (6) months prior to Date of Acceptance by a licensed land surveyor showing the location of the improvements thereon (including fences separating the Real Estate from adjoining properties) and showing all encroachments, if any. If the survey discloses improper location of improvements or encroachments and Seller is unable to obtain title insurance protection for the benefit of Buyer against loss resulting from such improper locations or encroachment, Buyer may, at his option, declare this contract to be null and void. Providing all existing improvements (including fences) and encroachments, if any, appear on the survey thus furnished, Buyer shall bear the cost of any later date survey which may be required by Buyer's lender or desired by Buyer.

19. BILL OF SALE: All of the items of personal property shall be transferred to Buyer by delivery at closing of Bill of Sale without warranty of merchantability or fitness for particular purpose.

Buyer Initial _____ Buyer Initial _____ Seller Initial  Seller Initial _____
Address _____
(Page 3 of 5) 6.2017- © MAINSTREET ORGANIZATION OF REALTORS®

20. **CLEAN CONDITION:** Seller shall remove all debris from the Real Estate and improvements by date of possession. Buyer shall have the right to inspect the Real Estate and improvements prior to closing to verify that the Real Estate, improvements and included personal property are in substantially the same condition as of the date of Seller's acceptance of this contract, normal wear and tear excepted.

21. **MUNICIPAL ORDINANCES:** Seller shall comply with the terms of any municipal ordinance relating to the transaction contemplated herein for the municipality in which the Real Estate is located and shall provide to Buyer at closing evidence of compliance with such ordinances. Transfer taxes required by local ordinance shall be paid by the party designated in such ordinance. Seller shall pay any transfer tax imposed by state law.

22. **SPECIAL FLOOD HAZARD AREA:** Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a special flood hazard area which requires Buyer to carry flood insurance. If written notice of the option to declare this Contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or within the term specified in Paragraph 3 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.

23. **TAX LAW COMPLIANCE:** Seller agrees to provide to the Internal Revenue Service the Sale of Real Estate 1099 form as required by law. This contract and the transaction described herein may be subject to the provisions of the Foreign Investment in Real Property Tax Act of 1980 and all amendments thereto (the "Act"). Seller and Buyer shall execute or cause to be executed all documents and take or cause to be taken all actions necessary in order that Buyer shall have no liability, either actual or potential, under the Act. Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-closing inspection requirement, municipal Transfer Tax or other similar ordinances. Transfer taxes required by municipal ordinance shall be paid by the party designated in such ordinance.

24. **CAPTIONS:** Captions are not intended to limit the terms contained after said caption and are not part of the contract.

25. **TAX-DEFERRED EXCHANGE:** Seller and Buyer agree to cooperate in any applicable tax-deferred Exchange, and shall execute all documents with respect thereto at their own expense, pursuant to the applicable provisions of the Internal Revenue Code, as amended from time to time.

Optional Provisions (Applicable ONLY if Initialed by All Parties)


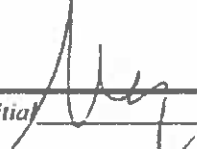
26. _____ **CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to _____ (Licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this contract.

27. _____ **RIDERS:** The terms of Rider(s) _____ attached hereto are made a part hereof.

28. _____ **TRANSACTIONS NOT CONTINGENT ON FINANCING: IF EITHER OF THE FOLLOWING ALTERNATIVE OPTIONS IS SELECTED, THE PROVISIONS OF THE FINANCING PARAGRAPH 3 SHALL NOT APPLY [CHOOSE ONLY ONE]:**

a) _____ **Transaction With No Mortgage (All Cash):** If this selection is made, Buyer will pay at closing, in the form of "Good Funds" the difference (plus or minus prorations) between the Purchase Price and the amount of the Earnest Money deposited pursuant to Paragraph 1 above. Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the balance due from Buyer at closing, shall constitute a material breach of this Contract by Buyer. The Parties shall share the title company escrow closing fee equally.

b) _____ **Transaction, Mortgage Allowed:** If this selection is made, Buyer will pay at closing, in the form of "Good Funds" the difference (plus or minus prorations) between the Purchase Price and the amount of the Earnest Money deposited pursuant to Paragraph 1 above. Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real Estate to satisfy Buyer's obligations to pay the balance due (plus or minus prorations) to close this transaction. Such cooperation shall include the performance in a timely manner of all of Seller's pre-closing obligations under this Contract. **This Contract shall NOT be contingent upon Buyer obtaining financing.** Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the balance due from Buyer at Closing shall constitute a material breach of this Contract by Buyer. Buyer shall pay the title company escrow closing fee.

Buyer Initial  Buyer Initial _____ Seller Initial  Seller Initial _____
Address _____

THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.

8-24-20
 Date of Offer
 Buyer Signature
 Buyer Signature
 John Kaczmarek
 Print Buyer(s) Name(s) [Required]
 JOHN KACZMAREK
 Corporation/Limited Liability Corporation (LLC)
 By - Print Name
 Address
 City State Zip
 Phone E-mail

8-24-20
 DATE OF ACCEPTANCE
 Seller Signature
 Seller Signature
 Print Seller(s) Name(s) [Required]
 HWW Holdings, LLC
 Corporation/Limited Liability Corporation (LLC)
 Mark Chocola, Manager
 By - Print Name
 7305 Duvan Dr.
 Address
 Tinley Park IL 60477
 City State Zip
 Phone E-mail

FOR INFORMATION ONLY

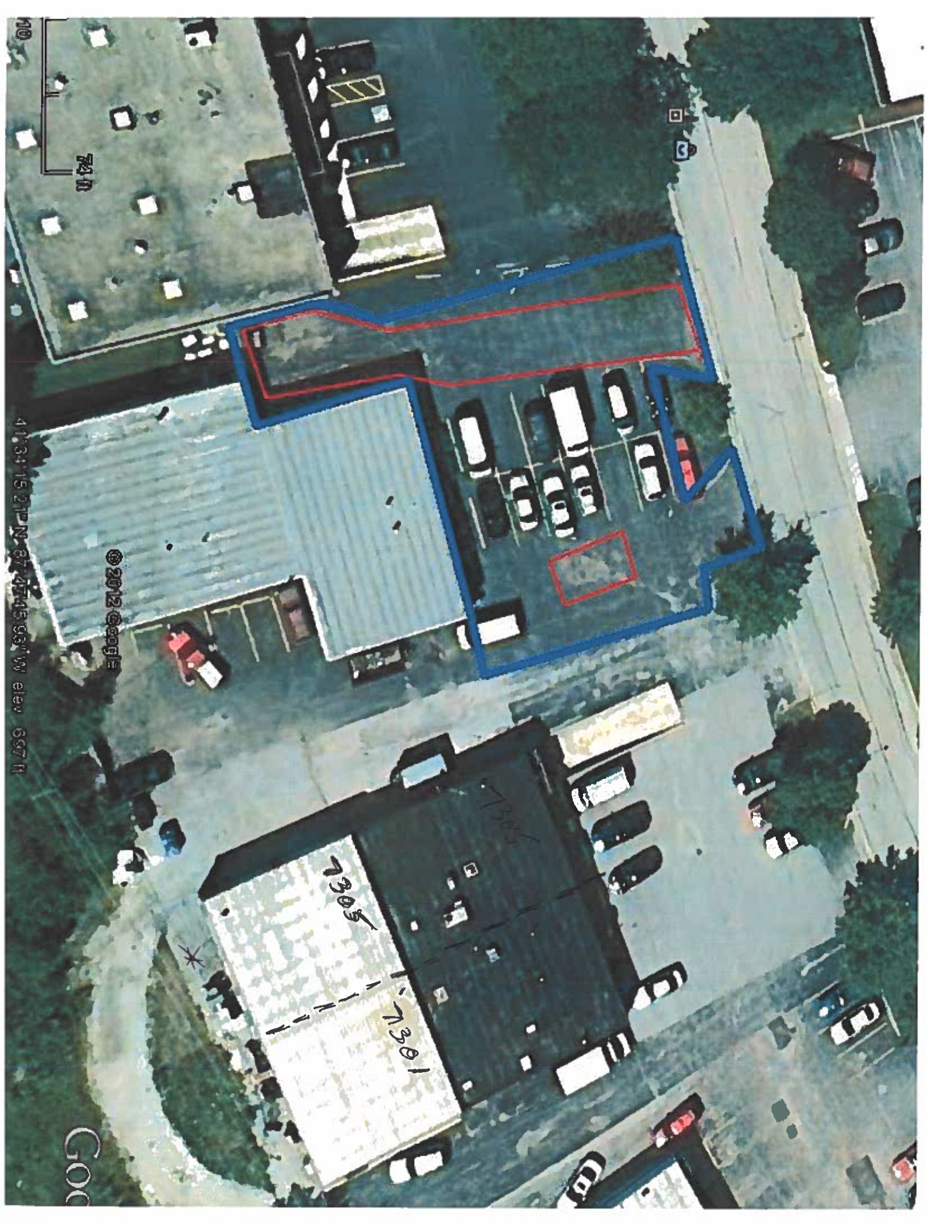
Selling Office MLS #
 Buyer's Designated Agent MLS #
 Phone Fax
 E-mail
 Buyer's Attorney E-mail
 Peter Bilanzic
 Phone Fax
 Mortgage Company Phone/Fax

Listing Office MLS #
 Listing Designated Agent MLS #
 Phone Fax
 E-mail
 Seller's Attorney E-mail
 John N Bielski II bielski@bc-lawyers.com
 Phone Fax
 312-583-9430 312-533-4518
 Management Co./Other Contact Phone/Fax

This Contract Approved by the DuPage County Bar Association.

Seller Rejection: This offer was presented to Seller on _____, 20__ at ____:____ AM/PM and rejected on _____, 20__ at ____:____ AM/PM _____ (Seller Initials).

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____
 Address _____



7300

7300

41°34'15.21"N -87°45'45.93"W elev 657 ft

© 2012 Google

GOO

73005

73001

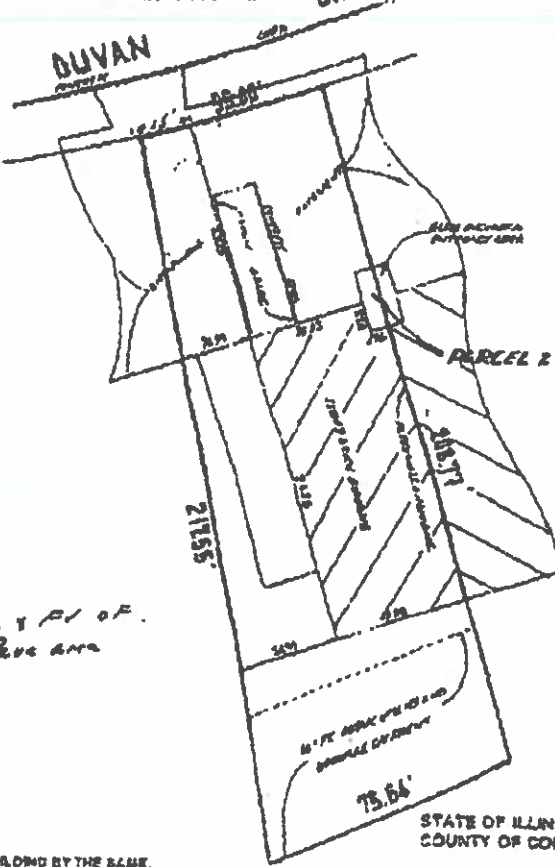
PLAT OF SURVEY

Tax ID # 37-56-204-031-0000

PARCEL 1: THAT PART OF LOT 11 IN TOWN OF INDUSTRIAL PARK, BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, 1.7000 NORTH OF THE NORTH LINE OF THE CONVALESCENCE ISLAND AND PATTERMAN BARRAGE (EXCEPTING THEREFROM) THE WEST 1524.60 FEET OF THE EAST 2800 FEET OF THE NORTH LINE OF SAID LOT 11, AND 65.11 FEET MEASURED ALONG THE ARC WESTWARDLY OF THE NORTHEASTERLY CORNER THEREOF, THENCE NORTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 28.77 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 11, SAID POINT BEING 15.00 FEET WESTWARDLY OF THE NORTHEASTERLY CORNER THEREOF, THENCE NORTHERLY ALONG SAID NORTHERLY LINE OF SAID LOT 11 A DISTANCE OF 75.64 FEET, THENCE WESTWARDLY ALONG A STRAIGHT LINE THAT IS 90 DEGREES BEARING AT RIGHT ANGLES EAST TO THE WEST LINE THEREOF, TO A POINT ON THE NORTHERLY LINE OF SAID LOT 11, THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE, 21.755 FEET MEASURED ALONG THE ARC TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS OVER THE NORTHEASTERLY 0.23 ACRES OF THAT PART LYING 4.26 FEET ON THE EAST SIDE OF THE FOLLOWING DESCRIBED EGRESS LINE BEING THE NORTHEASTERLY CORNER OF LOT 11 IN TOWN OF INDUSTRIAL PARK, BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, 1.7000 NORTH OF THE NORTH LINE OF THE CONVALESCENCE ISLAND AND PATTERMAN BARRAGE (EXCEPTING THEREFROM) THE WEST 1524.60 FEET OF THE EAST 2800 FEET OF THE NORTH LINE OF SAID LOT 11, AND 65.11 FEET MEASURED ALONG THE ARC WESTWARDLY OF THE NORTHEASTERLY CORNER THEREOF, THENCE NORTHEASTERLY ALONG A STRAIGHT LINE, 28.77 FEET TO A POINT THAT IS 49.79 FEET BEARING AT RIGHT ANGLES TO SAID STRAIGHT LINE WESTWARDLY OF THE EASTERLY LINE OF SAID LOT 11 AS CREATED BY DOCUMENT #11281 AND BY ORDER FROM BENDER BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 2, 1921 AND KNOWN AS TRUST NUMBER 1248 IN FIRST NATIONAL BANK OF EVERGREEN PARK AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 12, 1923 AND KNOWN AS TRUST NUMBER 433 RECORDED FEBRUARY 11, 1923 AS INSTRUMENT 2814288.

COMMONLY KNOWN AS: THE BRYAN DRIVE TOWNSHIP PARK EASEMENT DR.



COMPARE YOUR POINTS BEFORE BOUND BY THE SAME, AND REPORT ANY DIFFERENCE AT ONCE.
FOR BUILDING LINES AND OTHER RESTRICTIONS NOT SHOWN HEREON, REFER TO YOUR ABSTRACT, DEED, CONTRACT AND LOCAL BUILDING LINE REGULATIONS.
SCALE: 1" = 40' EQUALS 30 FEET
ALL POINTS ARE MARKED IN FEET AND DECIMALS
DRAWN BY: [Signature]

STATE OF ILLINOIS
COUNTY OF COOK
LANDTECH SURVEY COMPANY, LTD., HEREBY
CERTIFIES THAT A SURVEY HAS BEEN MADE FOR
THE ABOVE DESCRIBED PROPERTY AND THAT
THE PLAT HEREON DRAWN IS A CORRECT
REPRESENTATIVE OF SAID SURVEY.
DATED THIS 22 DAY OF December, 1988
GREGORY J. HANNON



[Clear results](#) [Export results](#)

7305 DUVAN DR, TINLEY PARK

PIN: 27-36-204-037-0000

[measure](#) | [select parcels](#) | [print map](#) | [layers](#)



The best source for your PIN is your deed or tax bill, or other documents from the purchase of your home. Matches from this site are not guaranteed.



Interoffice Memo

Date: October 20, 2020

To: Trustee Glotz, Chair
Committee of the Whole
Dave Niemeyer, Village Manager

From: Kimberly Clarke, AICP
Community Development Director

Subject: Vequity Construction Foundation Only Permit-17100 Harlem Avenue.

BACKGROUND

Vequity Construction received zoning approval for their gas station project on February 4, 2020. Building plans were submitted in April to construct a vanilla box for a future gas station/convenience store. The property borders two Right of Ways of which are controlled by IDOT and Cook



County. Due to COVID, the review process with these entities has been severely delayed and therefore is holding up their ability to get a full building permit from the Village. In order to meet their schedule, Vequity Construction is requesting a Foundation Only Permit (FOP) be issued prior to their full permit which is awaiting final engineering approval and IDOT and Cook County permits.

The Village Board approved a new policy for Foundation Only Permits last August (19-R-079). This policy legitimized a process that was lacking in our current code and provided certain requirements to guarantee the completion of the work. Due to unforeseen circumstances with the pandemic which has delayed the review process, staff considers the request reasonable in light of the circumstances. The developer has review comments from both our engineer, IDOT and Cook County that are minor and can be addressed in short order.

REQUEST

The developer has agreed to all terms of the new FOP policy including the required Letters of Credit for public improvements and removal of the foundation if the project is not completed. If the FOP is granted, the developer is ready to break ground immediately.



Interoffice Memo

Date: October 12, 2020
To: Village Board
From: Hannah Lipman, Management Analyst
Cc: Andrew Brown, Assistant Treasurer/Finance Director
Dave Niemeyer, Village Manager
Subject: General Liability Insurance Renewal

The Village's current insurance coverage through the Illinois Counties Risk Management Trust (ICRMT) will expire December 1, 2020. Therefore, the Village's insurance broker, Alliant Mesirow, has submitted an updated application to ICRMT for renewal pricing.

The Village's annualized premium for the 2019-2020 policy year was \$755,434. This figure covers the following:

1. General Liability
2. Automobile Liability
3. Law Enforcement Liability
4. Public Officials Liability
5. Property
6. Workers Compensation
7. Cyber (separate policy)
8. Crime (separate policy)

Currently, deductibles (or self-insured retention limits) under ICRMT vary between \$100,000 and \$150,000 dependent upon the type of liability insurance, while the workers compensation deductible is \$300,000. These higher deductibles are due to the Village's size, exposure level (e.g. number of employees, vehicles, police), and loss history. These levels minimize the premiums we pay.

Maintaining the current deductibles, the renewal premium for the 2020-2021 policy year was quoted at \$810,209, representing a 7% increase. Overall, the Village has had good claims experience this past year. For example, the Workers Compensation premium decreased by 20%. However, General Liability increased 18%. This increase does not necessarily reflect a bad claims year; our brokers noted that the market—given the current state of social and economic issues—is quite challenging. See attached 'Public Entity Liability Marketplace Conditions' for more information.

The other largest increase falls under Sales Tax Interruption. Upon review of this coverage, Village Staff asked our brokers to increase our Sales Tax Interruption coverage to ensure a community our size has proper coverage in the event of any natural disaster.

For comparison purposes, the below table shows our annualized premiums since joining ICRMT:

2018-2019	2019-2020	2020-2021
\$745,654	\$755,434	\$810,209

In addition to claims, throughout the course of the past year, the Village has utilized several ancillary services provided by our insurance provider. See attached 'Executive Summary' for details.

ICRMT will need a decision prior to December 1st in order to process the Village's renewal. Staff recommends renewal with ICRMT and continuing with the same deductibles for the upcoming policy year.

Executive Summary

Alliant Insurance Services' Public Entity Team is pleased to present insured program for the Village of Tinley Park for the December 1, 2020 -2021 policy year.

We have provided a Premium and Expense Summary that provides an estimate of the insurance premiums, expenses and exposures on an annualized basis.

Some program highlights and services provided during the year:

- January – A sexual harassment seminar was provided by the law firm O'Halleran Kossoff and was attended by Village personnel. The session satisfied the requirement of the IL Workplace Transparency Act.
- February – Safety staff met with fleet superintendent on training topics such as fatigue, stress at work, hazard recognition , and avoiding incidents at work
- February – Discussion with Human Resources of possible yoga program for employees thru the Badge of Honor program.
- March – Discussion regarding new cannabis law including draft employment policies.
- April – Information shared on COVID 19 courses. User names and passwords sent for on-line training sessions.
- April – Discussion with Fire Chief regarding steps taken for operations impacted by COVID 19 and process for possible COVID claims.
- April – Discussion between Human Resources and counsel regarding furlough policies and procedures.
- June – Discussion regarding policy manual updates, and discussed ongoing state mandated harassment training.
- August – Safety audit inspections of four fire department stations.

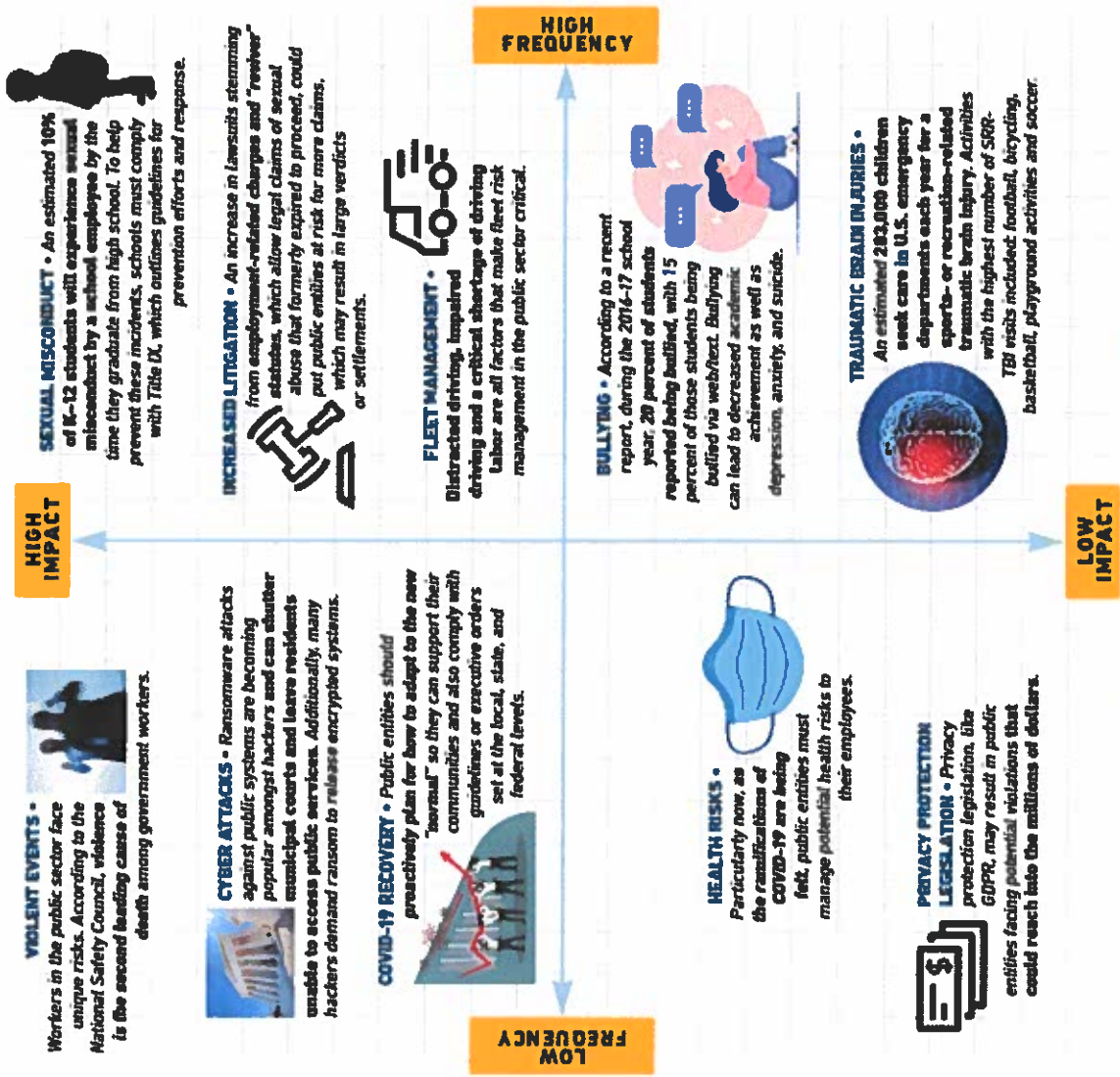
Subjectivities

The following must be received prior to binding:

- Signed Acceptance Form - ICRMT
- Requested Payment Plan – ICRMT
- Need listing of locations and addresses for Sales Tax Interruption coverage

Public Entity Liability Marketplace Conditions

- **Social Inflation**- Societal factors
- **Cook County**- Litigious court system spill over, carrier appetite.
- **Law Enforcement Liability**- Low public trust
- **Auto Liability**- Pursuit and distracted driving trends
- **Employment-Related Liability**- # MeToo movement and diversity claims
- **COVID-19**- All things
- **TBI (Traumatic Brain Injury)**- Concussions, long-term exposure
- **Sexual Molestation Liability**- Increased settlement values and extended statute of limitations



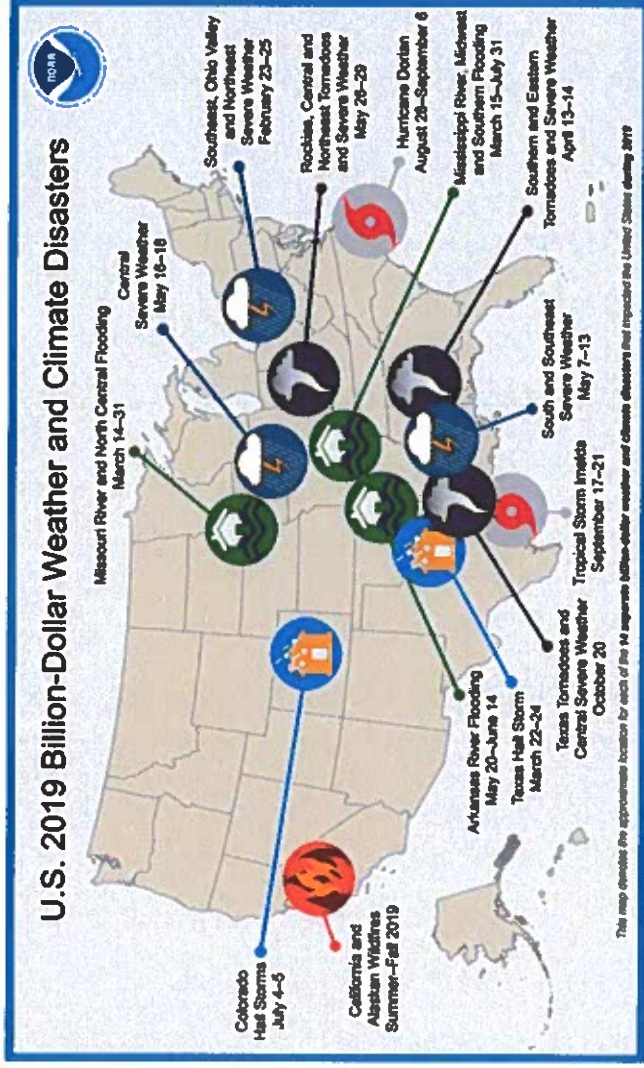
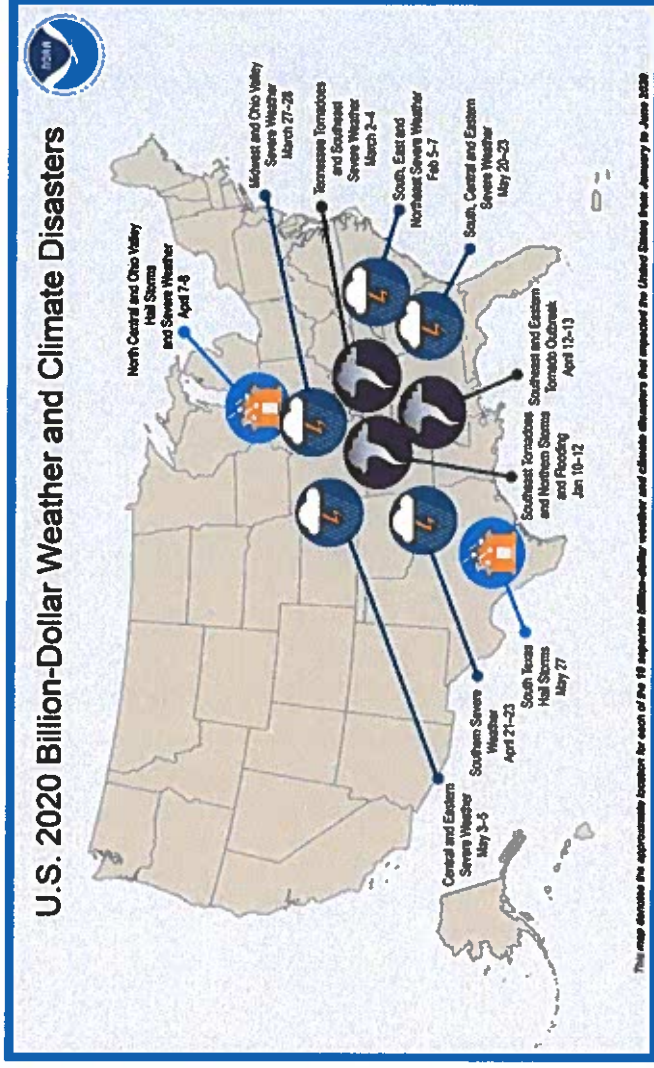
Notes: The Photo above is produced by the Risk and Reinsurance® edition of Smart Liability Market Report which is the premier source and has the responsibility for the content.



Public Entity Property Marketplace Conditions

- Hurricanes
- Extreme Storms (Heavy Rain, Hail, Lightning, Tornadoes)
- Flooding
- Wild Fires (Heat Waves)
- Earthquakes

2018- 3rd worst year for catastrophe losses in US history



Village of Tinley Park - Premium and Expense Summary

	Expiring Annual Premium	Renewal Premium	Incr/Dec
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Premium and Expenses - Annualized

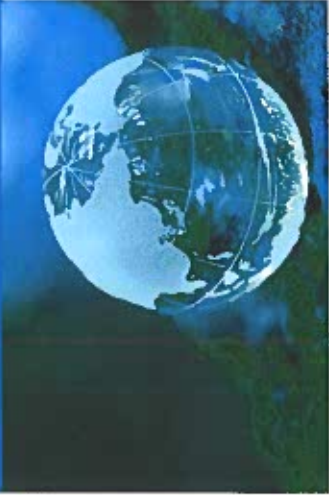
Liability Package Premium	\$ 587,548	\$ 692,043	18%
COVID 19 Credit	N/A	\$ (18,724.00)	
Workers Comp Premium	\$ 157,907	\$ 126,911	-20%
Crime Premium	\$ 9,979	\$ 9,979	0%
Claims Handling Costs	Incl	Incl	
Premium and Expense Estimate	\$ 755,434	\$ 810,209	7%

Cyber Premium	\$ 14,190	TBD	
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Exposure Changes

	Expiring	Renewal	Incr/Dec
Building Values	\$ 102,080,900	\$ 102,080,900	0%
Contents	\$ 7,605,300	\$ 8,405,300	11%
Total Values	\$ 109,686,200	\$ 110,486,200	1%
Sales Tax Interruption	\$ 1,306,000	\$ 3,000,000	130%
Drones	0	3	
Vehicles	274	261	-5%
Payroll	\$ 25,184,929	\$ 25,242,358	0.2%

Program Capital Cost Update



Capital Cost Changes Since April 2017

Bid Package	Capital Cost (millions \$)		
	4/2017 Estimate	6/2020 Estimate	Increase (Decrease)
Early Out: Reich and Harker MCC, Vault, and Valve Modifications	0.9	0.9	—
BP1: Harker Complex Improvements	13.0	13.0	—
BP2: Reich Complex and SCADA Improvements	29.3	29.6	0.3
BP3: Booster Station Nos. 1 and 2 Improvements	3.6	3.6	—
BP4A: Transmission Main (TM), 60-inch from Reich to Marion Ave	26.1	25.7	(0.4)
BP4B: TM, 60-inch at Cicero, Central & 95 th	7.0	7.0	—
BP5: TM, 60-inch from Marion Ave to Cal-Sag Channel	43.2	39.8	(3.4)
BP6A: TM, 60-inch from Cal-Sag to 151st Street, and Palos Park Conn.	44.2	64.6	20.4
BP6B: Forest Preserve Ecological Land Restoration	2.7	2.8	0.1
BP7A: TM, Crosstown Connection to Booster Station 2	26.5	31.4	4.9
BP7B: TM, Orland Park Spur Two Main	13.3	13.4	0.1
BP8: TM, Palos Hills Spur	2.2	2.2	—
City of Chicago Southwest Pump Station Improvements Allowance	4.0	4.0	—
Total	216	238	21.9

Regional Water System (RWS) Program Update

October 20, 2020



Agenda

- Meeting purpose
- Regional Water System Working Relationship
- Project status update
- Project capital costs
- Effect on municipal customer water rates
- Summary of Regional Water System Customer Agreement Amendment
- Next Steps

Meeting Purpose

- Update of RWS Improvements since last update in April 2017
- Inform Elected Officials of the amendment to continue and complete construction of the RWS Improvements

Brief Program History

- Purpose of the Program:
 - Meet future water demands
 - Provide redundancy at average flow rate
 - Provide backup power at pumping stations
 - Address safety concerns
 - Address fire flow deficiencies

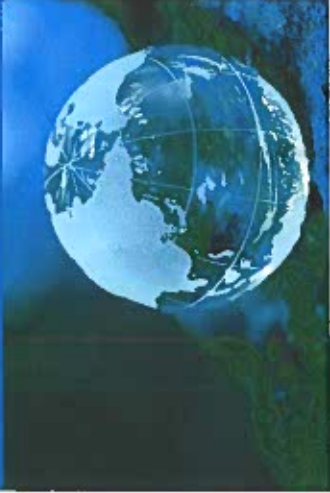
Brief Program History

- Approved program cost increase in April 2017 to \$216M (+\$45M)
 - Advanced engineering from concepts to bid packages (\$11M)
 - Incorporated permitting negotiations and actualities (\$34M)

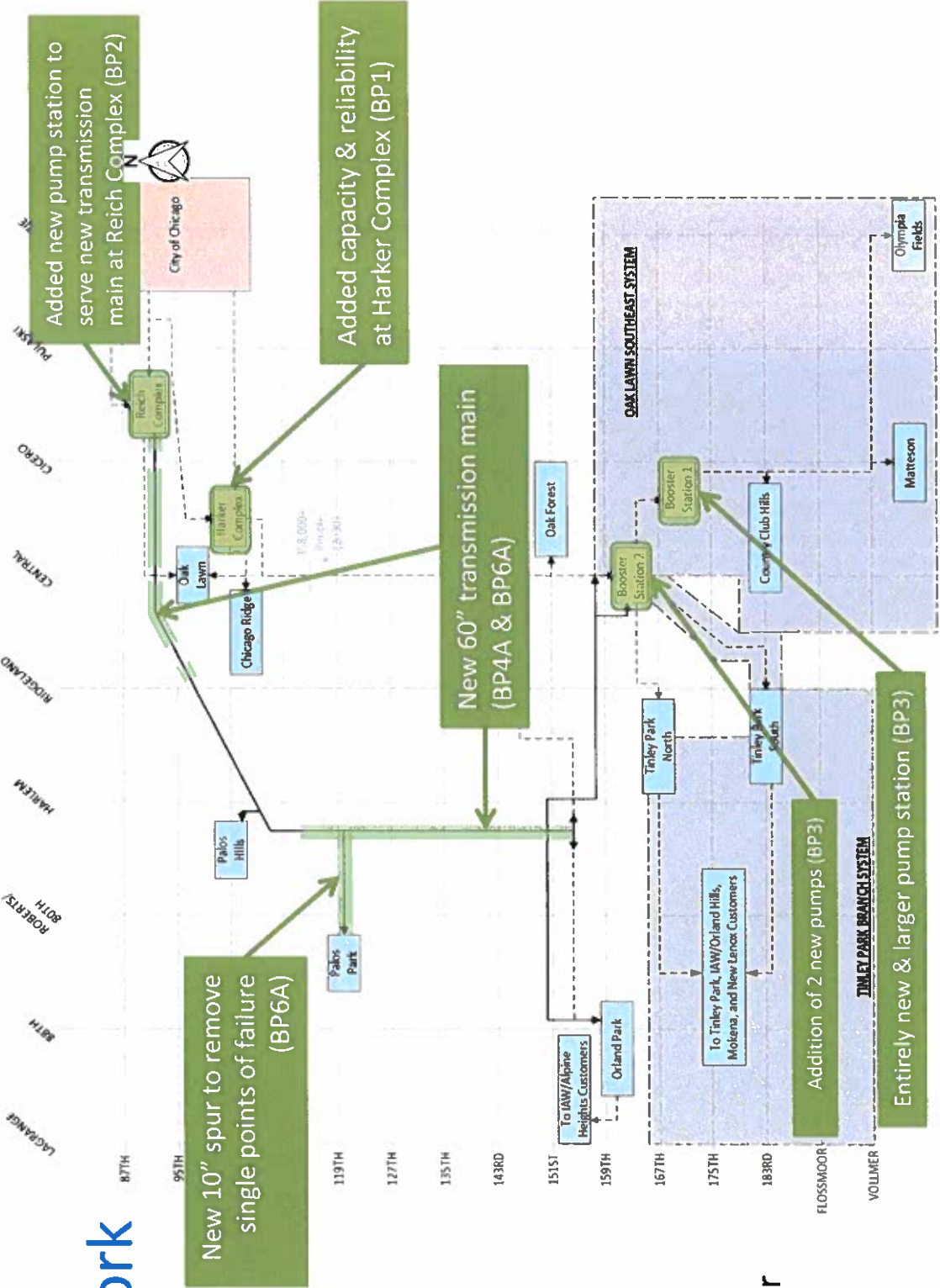
RWS Working Relationship and Project Controls

- Better Communication
 - Management Working Group
 - Operations Working Group
 - Finance/Administration Working Group
- Approval of construction contracts
- Change Order Committee
 - Review of construction change orders >\$20,000
 - Review of engineering change orders >\$5,000
- Continued Involvement of Customer Engineering Representative from Christopher B. Burke Engineering

Project Status Update



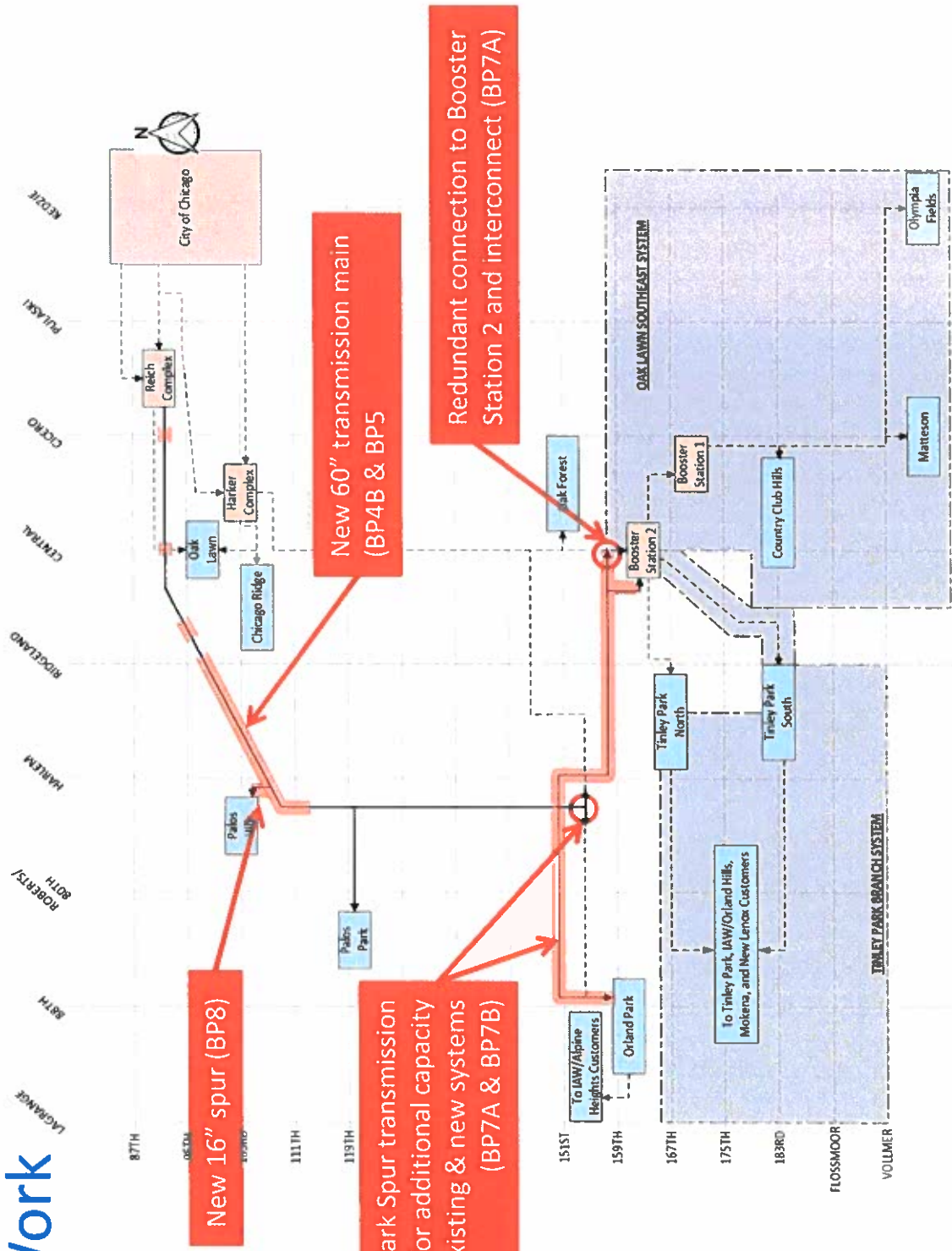
Completed & In-Progress Work



BP=Bid Package
Dollar Value Rounded

Total completed or under contract: \$143,000,000

Construction Work Remaining



New 16" spur (BP8)

New 60" transmission main (BP4B & BP5)

New Crosstown & Orland Park Spur transmission mains with interconnects for additional capacity and redundancy between existing & new systems (BP7A & BP7B)

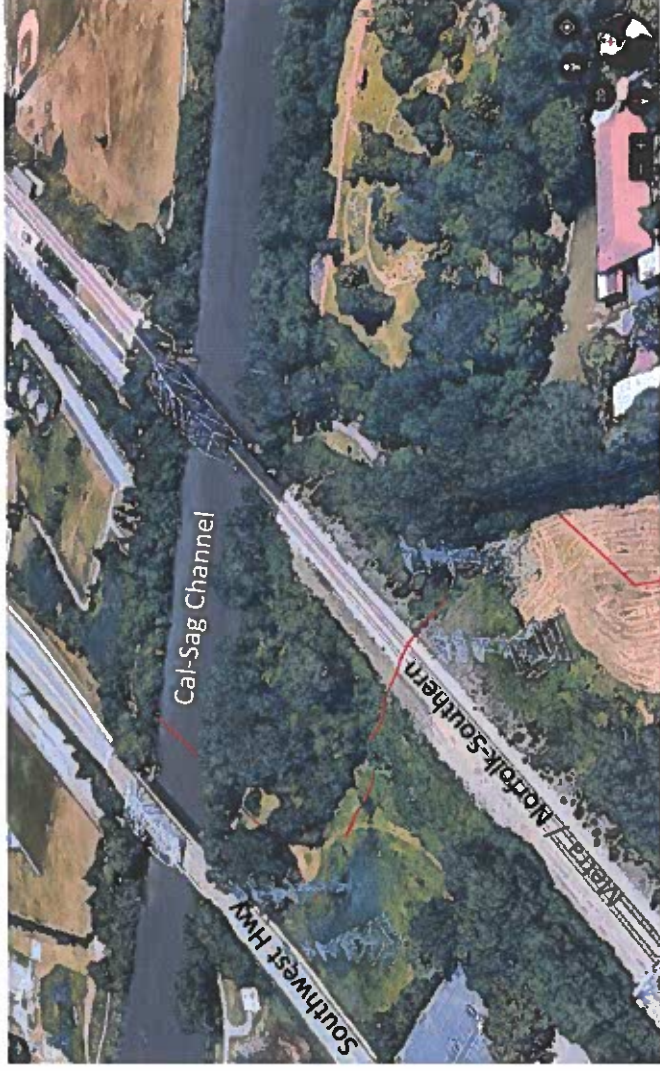
Redundant connection to Booster Station 2 and interconnect (BP7A)

Benefits of Cooperation

- ComEd Easement for BP6A negotiated
 - Approval of soil re-spreading to save \$2M
- Forest Preserve District land use license negotiated
- Started ecological restoration project through partnership with Forest Preserve District
- Expediting IDOT reviews with Municipal Customer aid

BP6A Capital Cost Increase Focused Look

- Bid package includes:
 - Most complex tunneling operations of the entire program
 - Most regulatory oversight
- Cost Differences:
 - Tunneling - \$10.6M
 - ComEd requirements - \$7.2M
 - Soil disposal
 - Regrading
 - Environmental consultant
 - Wetland protection & restoration - \$0.7M
 - FPDCC trails - \$0.4M



BP7A Capital Cost Increase Focused Look

- Bid package alignment revised to eliminate risks from:
 - Paralleling of pipelines
 - Repair of pipeline below a large wetland
 - Interconnections to 40 year old pipe
- Pipe size increase from 36" to 60" diameter
- Orland Park to cover up to \$812,800 of the costs incurred from pipe re-alignment

BP7A Capital Cost Increase Focused Look



Total Program Capital Cost Increase

- Distribution of costs based on agreed to methodology and benefits received from improvement
- Costs are not equally distributed to all customers

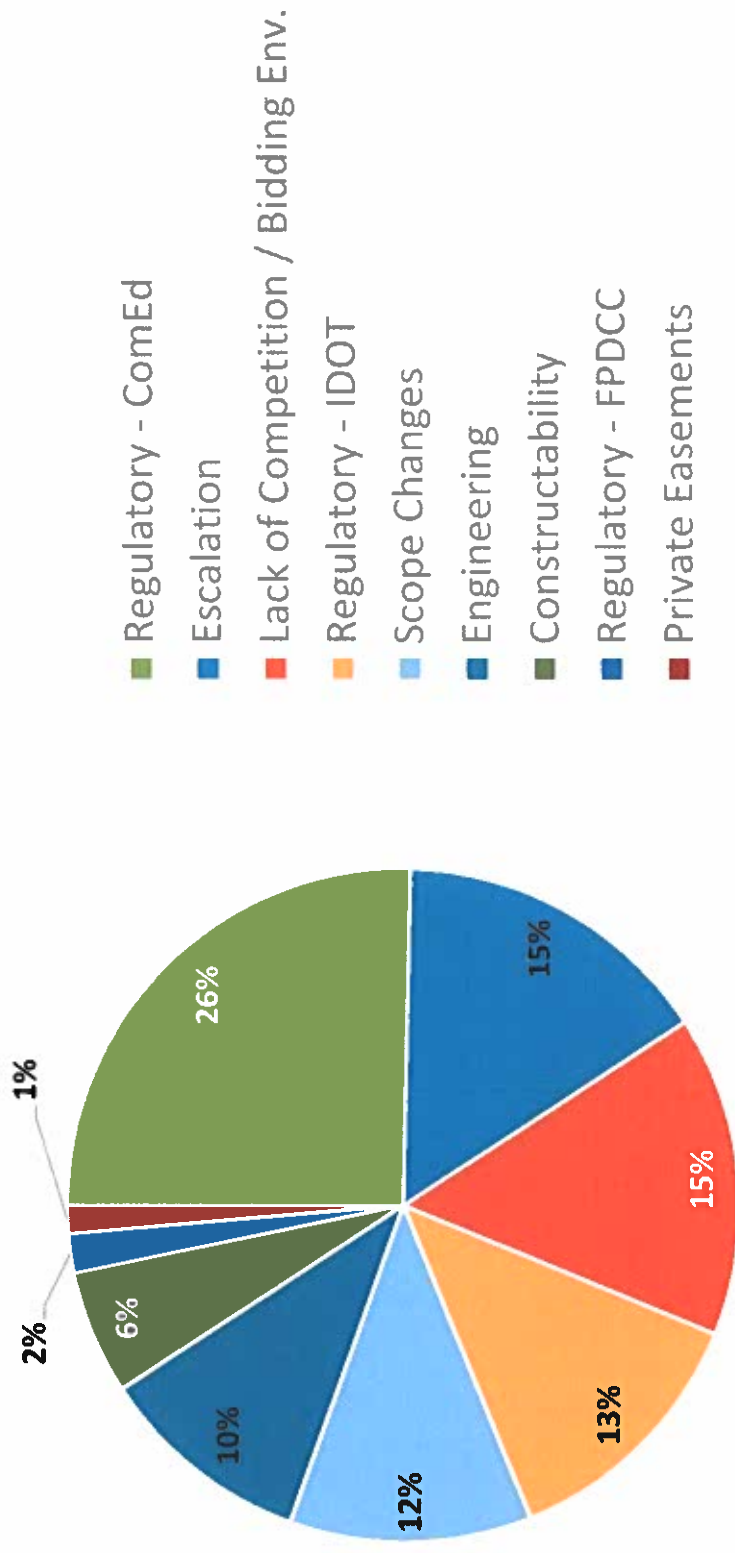
Addition of Contingency

- Contingency has been recommended at various milestones since 2012
- Purpose of contingency
 - Level of design completed
 - Agency approvals
- Risk analysis performed for each bid package as a basis for contingency recommendation
 - Consideration of factors impacting construction cost, schedule, or permit approvals
 - Estimate of a feasible range of conditions

Proposed Program Capital Cost with Contingencies

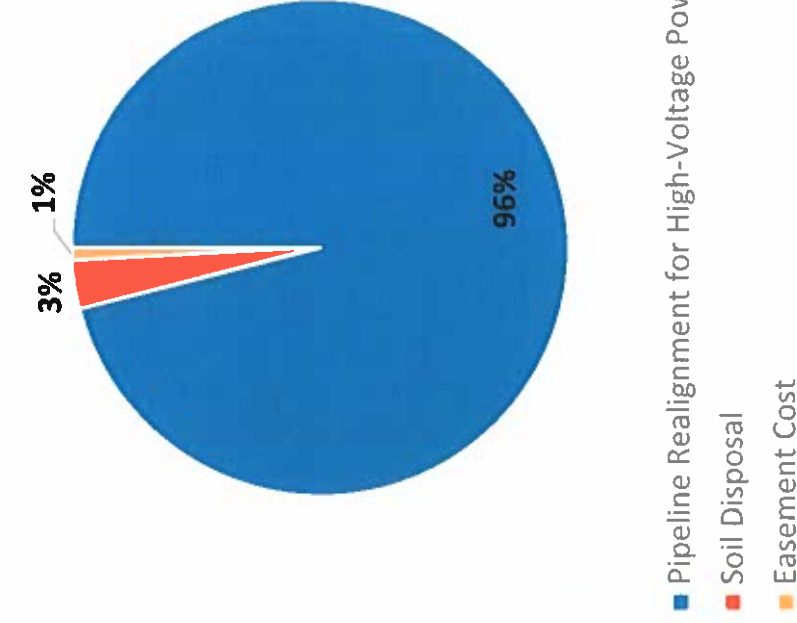
Bid Package	Total Cost (millions \$)		
	6/2020 Estimate	Recommended Contingency	Total Bid Package Cost
Early Out: Reich and Harker Modifications	0.9	—	0.9
BP1: Harker Complex Improvements	13.0	—	13.0
BP2: Reich Complex and SCADA Improvements	29.6	—	29.6
BP3: Booster Station Nos. 1 and 2 Improvements	3.6	—	3.6
BP4A: TM, 60-inch from Reich to Marion Ave	25.7	—	25.7
BP4B: TM, 60-inch at Cicero, Central & 95 th	7.0	2.5	9.5
BP5: TM, 60-inch from Marion Ave to Cal-Sag Channel	39.8	15.5	55.3
BP6A: TM, 60-inch from Cal-Sag to 151st Street	64.6	1.3	65.9
BP6B: Forest Preserve Ecological Land Restoration	2.8	—	2.8
BP7A: TM, Crosstown Connection to Booster 2	31.4	11.5	42.9
BP7B: TM, Orland Park Spur Two Main	13.4	1.9	15.3
BP8: TM, Palos Hills Spur	2.2	4.3	6.5
City of Chicago Southwest Pump Station	4.0	—	4.0
Total	238	37	275

Breakdown of Contingency/Risks (\$37M)



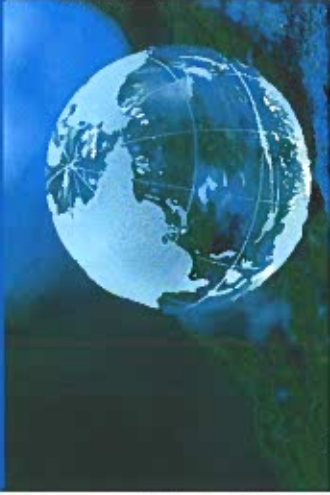
\$6,100,000 of contingency risk is allocated to Orland Park (BP7B) and Palos Hills (BP8)

Breakdown of Contingency/Risks Related to ComEd



- Risks associated with ComEd = \$9,400,00
- \$9,000,000 of this risk is allocated to Bid Package 7A for pipeline realignment
 - Proximity of high-voltage towers
 - Soil conditions not defined
- \$300,000 is allocated to BP6A for soil disposal
- \$100,000 is allocated to BP7B for easements

Impact to Municipal Water Customers



**Regional Water System
Comparison of Projected Debt Service by Project Size and Community Participation**

	Proportionate Shares		
	Community	All	Partial
Chicago Ridge	0.576%	0.576%	0.675%
Country Club Hills	3.783%	3.783%	0.000%
Matteson	8.481%	8.481%	0.000%
Oak Forest	6.618%	6.618%	7.754%
Oak Lawn	9.989%	9.989%	11.704%
Olympia Fields	2.392%	2.392%	0.000%
Orland Park	22.549%	22.549%	26.421%
Palos Hills	4.804%	4.804%	5.629%
Palos Park	1.894%	1.894%	2.219%
Tinley Park (ALL)	38.914%	38.914%	45.598%
Tinley Park (Only)	20.417%	20.417%	23.923%
Mokena	6.823%	6.823%	7.995%
New Lenox	11.674%	11.674%	13.679%
Orland Hills	0.000%	0.000%	0.000%
Total	100.000%	100.000%	100.000%

**Regional Water System
Comparison of Projected Debt Service by Project Size and Community Participation**

Tinley Park (Only)

Water Usage 1,558,776,000

Calendar Year	Annual Debt Service Costs			Difference	Capital Costs Rate per 1,000 gallons		
	\$216 M project cost	\$238 M project cost	\$216 M project cost		\$216 M project cost	\$238 M project cost	Difference
2016	\$29,904	\$29,904	\$0	\$0	\$0.019	\$0.019	\$0.000
2017	\$247,253	\$252,551	\$5,298	\$5,298	\$0.159	\$0.162	\$0.003
2018	\$705,767	\$650,928	(\$54,839)	(\$54,839)	\$0.453	\$0.418	(\$0.035)
2019	\$997,991	\$867,203	(\$130,788)	(\$130,788)	\$0.640	\$0.556	(\$0.084)
2020	\$2,709,217	\$1,066,111	(\$1,623,106)	(\$1,623,106)	\$1.738	\$0.697	(\$1,041)
2021	\$2,708,638	\$1,066,111	(\$1,622,527)	(\$1,622,527)	\$1.738	\$0.697	(\$1,041)
2022	\$3,220,613	\$1,254,332	(\$1,966,280)	(\$1,966,280)	\$2.066	\$0.805	(\$1,261)
2023	\$3,220,613	\$2,297,806	(\$922,807)	(\$922,807)	\$2.066	\$1.474	(\$0.592)
2024	\$3,220,615	\$3,615,650	\$395,035	\$395,035	\$2.066	\$2.300	\$0.253
2025	\$3,220,616	\$3,629,819	\$409,203	\$409,203	\$2.066	\$2.309	\$0.263
2026	\$3,220,617	\$3,691,362	\$470,745	\$470,745	\$2.066	\$2.368	\$0.302
2027	\$3,220,618	\$3,691,362	\$470,744	\$470,744	\$2.066	\$2.368	\$0.302
2028	\$3,220,620	\$3,691,362	\$470,742	\$470,742	\$2.066	\$2.368	\$0.302
2029	\$3,220,621	\$3,691,362	\$470,741	\$470,741	\$2.066	\$2.368	\$0.302
2030	\$3,220,623	\$3,691,362	\$470,740	\$470,740	\$2.066	\$2.368	\$0.302
2031	\$3,220,624	\$3,691,362	\$470,739	\$470,739	\$2.066	\$2.368	\$0.302
2032	\$3,220,625	\$3,691,362	\$470,737	\$470,737	\$2.066	\$2.368	\$0.302
2033	\$3,220,627	\$3,691,362	\$470,735	\$470,735	\$2.066	\$2.368	\$0.302
2034	\$3,220,628	\$3,691,362	\$470,734	\$470,734	\$2.066	\$2.368	\$0.302
2035	\$3,220,630	\$3,691,362	\$470,732	\$470,732	\$2.066	\$2.368	\$0.302
2036	\$3,220,632	\$3,691,362	\$470,731	\$470,731	\$2.066	\$2.368	\$0.302
2037	\$3,019,115	\$3,643,604	\$624,489	\$624,489	\$1.937	\$2.337	\$0.401
2038	\$2,709,369	\$3,446,668	\$736,299	\$736,299	\$1.738	\$2.212	\$0.474
2039	\$2,683,883	\$2,844,574	\$150,691	\$150,691	\$1.728	\$1.825	\$0.097
2040	\$2,676,884	\$2,738,748	\$61,864	\$61,864	\$1.717	\$1.757	\$0.040
2041	\$2,677,891	\$2,739,227	\$61,335	\$61,335	\$1.718	\$1.757	\$0.039
2042	\$0	\$2,738,260	\$2,738,260	\$2,738,260	\$0.000	\$1.757	\$1.757
2043	\$0	\$2,739,127	\$2,739,127	\$2,739,127	\$0.000	\$1.757	\$1.757
2044	\$0	\$2,738,261	\$2,738,261	\$2,738,261	\$0.000	\$1.757	\$1.757
2045	\$0	\$2,739,276	\$2,739,276	\$2,739,276	\$0.000	\$1.757	\$1.757
2046	\$0	\$804,181	\$804,181	\$804,181	\$0.000	\$0.580	\$0.580
2047	\$0	\$903,404	\$903,404	\$903,404	\$0.000	\$0.580	\$0.580
2048	\$0	\$904,301	\$904,301	\$904,301	\$0.000	\$0.580	\$0.580
2049	\$0	\$0	\$0	\$0	\$0.000	\$0.000	\$0.000
Total	\$69,485,235	\$84,457,032	\$14,971,797	\$14,971,797	\$0	\$0	\$0

(This assumes Olympia Fields, Matteson, and Country Club Hills don't join the system. If they do, Tinley Park's debt service on the \$238M figure will decrease by \$12.4M; on the \$275M figure, it would decrease by \$14.5M.)

**Regional Water System
Comparison of Projected Debt Service by Project Size and Community Participation**

Tinley Park (Only)

Water Usage 1,558,776,000

Calendar Year	Annual Debt Service Costs			Capital Costs Rate per 1,000 gallons		
	\$216 M project cost	\$275 M project cost	Difference	\$216 M project cost	\$275 M project cost	Difference
2016	\$29,904	\$29,904	(\$0)	\$0.019	\$0.019	(\$0.000)
2017	\$247,253	\$252,551	\$5,298	\$0.159	\$0.162	\$0.003
2018	\$705,767	\$650,928	(\$54,839)	\$0.453	\$0.418	(\$0.035)
2019	\$897,991	\$852,250	(\$45,742)	\$0.640	\$0.547	(\$0.093)
2020	\$2,709,217	\$1,054,530	(\$1,654,687)	\$1.738	\$0.677	(\$1,062)
2021	\$2,708,638	\$1,054,530	(\$1,654,108)	\$1.738	\$0.677	(\$1,061)
2022	\$3,220,612	\$1,254,525	(\$1,966,087)	\$2.066	\$0.805	(\$1,261)
2023	\$3,220,613	\$2,468,343	(\$752,271)	\$2.066	\$1.584	(\$0.483)
2024	\$3,220,615	\$4,106,831	\$886,216	\$2.066	\$2.635	\$0.569
2025	\$3,220,616	\$4,174,857	\$954,241	\$2.066	\$2.678	\$0.612
2026	\$3,220,617	\$4,290,257	\$1,069,640	\$2.066	\$2.752	\$0.686
2027	\$3,220,618	\$4,290,257	\$1,069,639	\$2.066	\$2.752	\$0.686
2028	\$3,220,620	\$4,290,257	\$1,069,637	\$2.066	\$2.752	\$0.686
2029	\$3,220,621	\$4,290,257	\$1,069,636	\$2.066	\$2.752	\$0.686
2030	\$3,220,623	\$4,290,257	\$1,069,635	\$2.066	\$2.752	\$0.686
2031	\$3,220,624	\$4,290,257	\$1,069,633	\$2.066	\$2.752	\$0.686
2032	\$3,220,625	\$4,290,257	\$1,069,632	\$2.066	\$2.752	\$0.686
2033	\$3,220,627	\$4,290,257	\$1,069,631	\$2.066	\$2.752	\$0.686
2034	\$3,220,628	\$4,290,257	\$1,069,629	\$2.066	\$2.752	\$0.686
2035	\$3,220,630	\$4,290,258	\$1,069,628	\$2.066	\$2.752	\$0.686
2036	\$3,220,632	\$4,290,258	\$1,069,626	\$2.066	\$2.752	\$0.686
2037	\$3,019,115	\$4,242,500	\$1,223,384	\$1.937	\$2.722	\$0.785
2038	\$2,709,369	\$4,047,563	\$1,338,194	\$1.738	\$2.597	\$0.858
2039	\$2,693,883	\$3,459,454	\$765,571	\$1.728	\$2.219	\$0.490
2040	\$2,676,884	\$3,283,101	\$606,217	\$1.717	\$2.106	\$0.388
2041	\$2,677,891	\$3,283,101	\$605,210	\$1.716	\$2.106	\$0.388
2042	\$0	\$3,236,963	\$3,236,963	\$0.000	\$2.077	\$2.077
2043	\$0	\$3,072,899	\$3,072,899	\$0.000	\$1.971	\$1.971
2044	\$0	\$3,056,295	\$3,056,295	\$0.000	\$1.962	\$1.962
2045	\$0	\$3,058,252	\$3,058,252	\$0.000	\$1.963	\$1.963
2046	\$0	\$1,694,906	\$1,694,906	\$0.000	\$1.087	\$1.087
2047	\$0	\$1,694,667	\$1,694,667	\$0.000	\$1.087	\$1.087
2048	\$0	\$1,695,564	\$1,695,564	\$0.000	\$1.088	\$1.088
2049	\$0	\$0	\$0	\$0.000	\$0.000	\$0.000
Total	\$69,485,235	\$98,919,344	\$29,434,109			

(This assumes Olympia Fields, Matteson, and Country Club Hills don't join the system. If they do, Tinley Park's debt service on the \$238M figure will decrease by \$12.4M; on the \$275M figure, it would decrease by \$14.5M.)



Interoffice Memo

Date: October 13, 2020

To: Committee of the Whole

From: David Niemeyer, Village Manager

Subject: Amendment to Oak Lawn Water Agreement

Attached please find an amendment to the Oak Lawn Water Agreement. This forty (40) year agreement was initially approved in 2013. All of Oak Lawn's north and southwest customers are approving this agreement this month. Highlights include the following:

- Authorizes the issuance of revenue bonds by Oak Lawn (up to a par amount of \$297 million) in order to finance \$275 million of project costs;
- Requires executive consent to award all remaining bid packages;
- Creates a customer review committee to review and approve change orders;
- Allows the realignment of the Bid Package 7A and 7B transmission main and allocates additional costs to Orland Park;
- Allows the Palos Hills Connection and the new pump station building to be financed as part of the RWS improvements with any costs above \$2,666,670 to be paid by Palos Hills; and
- Provides for the payment of system leakage and an equitable return of \$.10 per 1000 gallons of water effective January 1, 2021.

**FIRST AMENDMENT TO THE
•REGIONAL WATER SYSTEM•
WATER SALE, PURCHASE AND SERVICE AGREEMENT
BETWEEN THE VILLAGE OF OAK LAWN, ILLINOIS AND
CERTAIN OF ITS MUNICIPAL CUSTOMERS**

This First Amendment to the Water Sale, Purchase and Service Agreement (this “*Amendment*”) made and entered into as of the Effective Date defined below, by and between the VILLAGE OF OAK LAWN, COOK COUNTY, ILLINOIS, an Illinois municipal corporation and home rule unit duly organized and existing under the laws of the State of Illinois (“*Oak Lawn*”), and each of the following units of local government:

VILLAGE OF MOKENA
VILLAGE OF NEW LENOX
CITY OF OAK FOREST

VILLAGE OF ORLAND PARK
VILLAGE OF TINLEY PARK

(the “*Southwest System Customers*”), and all of Oak Lawn and the named municipalities referred to collectively as the “*Parties*” and each individually as a “*Party*.”

WITNESSETH:

PREAMBLES

A. The Parties have entered into that certain Water Sale, Purchase and Service Agreement dated as of August 1, 2014 (the “*Agreement*”).

B. The estimated costs and completion date of the 2013 Regional System Improvements have changed substantially since the date of the Agreement; such increased costs and extended completion date being caused by multiple factors, including (i) changes to the scope of the 2013 Regional System Improvements, (ii) the costs of licenses, easements and permits, (iii) additional engineering and construction management services, and (iv) the costs of escalation and inflation.

C. The Parties now desire to amend the Agreement on the terms and conditions set forth herein.

D. The Parties have each, respectively, duly authorized their respective Presidents or Mayors to sign and their Municipal Clerks to attest this Amendment.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged by the undersigned, the Parties hereby agree as follows:

Section 1. Recitals and Definitions.

A. *Recitals.* The above paragraphs and recitals are hereby incorporated by reference, as if set forth within this Section 1.

B. *Definitions.* Unless otherwise defined in this Amendment, capitalized terms used herein shall have the respective meanings assigned to such terms in the Agreement.

Section 2. Amendment to Agreement.

A. The Agreement is hereby modified and amended to reflect the terms hereof; and wherever reference is made to the Agreement, such reference shall be deemed to refer to the Agreement as modified and amended by this Amendment.

B. The definition of “Asset Management Program” in Section 1.B. of the Agreement, is hereby amended to read as follows:

“*Asset Management Program*” means a written document providing asset management planning to determine the condition, and identify maintenance, rehabilitation and replacement needs, of the Oak Lawn Regional Water System, in a manner consistent with the International Infrastructure Management Manual, International Edition 2011, by the National Asset Management Support Group, and providing for the implementation of such system operations, repairs, rehabilitations and replacement as will meet such needs in a timely and practical manner.

C. The definition of “Equitable Return” in Section 1.B. of the Agreement, is hereby amended to read as follows:

“*Equitable Return*” means the amount set forth as follows:

(A) for purposes of this definition, the following further terms are defined:

(1) “*Annual Increase*” means an increase in the rate of return over the rate for the prior Fiscal Year equal to the greater of 2% or the increase in the PPI, year over year, as most recently published;

(2) “*Initial Rate*” means \$0.05 (5 cents) per 1,000 gallons of Chicago Water delivered under this Agreement;

(3) “*Subsequent Rate*” means \$0.10 (10 cents) per 1,000 gallons of Chicago Water delivered under this Agreement;

(B) For the Fiscal Year 2014 and each Fiscal Year thereafter until the end of the Fiscal Year 2020, Equitable Return shall be the Initial Rate;

(C) For the Fiscal Year 2021 and each Fiscal Year thereafter until the end of the Fiscal Year after the Fiscal Year in which the 2013 Regional System Improvements are Substantially Complete and Operational, Equitable Return shall be the Subsequent Rate; and

(D) For each Fiscal Year thereafter Equitable Return means the rate of such return for the prior Fiscal Year plus the Annual Increase.

D. Section 8.F. of the Agreement is hereby amended to read as follows

Asset Management and Asset Management Program. Oak Lawn will identify and implement best management practices and standards for the Oak Lawn Regional Water System. To that end, within two (2) years after the Effective Date, Oak Lawn will provide an Asset Management Program. The Asset Management Program shall thereafter be updated biennially. To be effective for the provisions of this Agreement, the Asset Management Program and any annual updates must be approved by Executive Consent Obtained. Upon such consent, Oak Lawn shall implement such Asset Management Program.

E. Section 11.D. of the Agreement is hereby amended to read as follows:

(1) *Construction of the Orland Spur Two Main.* As part of the 2013 Regional Water System Improvements, Oak Lawn will design, construct and install the Orland Spur Two Main, the cost of which will be borne and paid for by Orland Park as part of Orland Park's share of the Capital Costs and Charges. The Orland Spur Two Main shall be designed and constructed in accordance with Oak Lawn's specifications, including but not limited to the flow meter configuration and the corrosion control system. Orland Park shall be named as the owner on any permit or easement related to the Orland Spur Two Main. (2) *Alternate Pipe Size Election.* Oak Lawn shall include alternate bid items in the bid package for the Orland Spur Two Main for alternate pipe sizes for the Main that are larger than 24-inches in diameter as requested by Orland Park. Oak Lawn shall notify Orland Park of the prices received for the alternate pipe sizes; in the event that Orland Park notifies Oak Lawn that Orland Park elects to have the Main be constructed in one of the alternate pipe sizes, Oak Lawn shall include the alternate pipe size elected by Orland Park in the contract for that bid package. Oak Lawn shall include the additional cost of construction of the Main resulting from the election of the alternate pipe size in the relevant bid package which shall be financed by the issuance of New Series Bonds. Orland Park shall be allocated that portion of the bid package attributable

to the additional cost of the alternate pipe size and shall be directly billed for a pro-rata percentage of the debt service due on the New Series Bonds issued for said bid package. (3) *Conveyance of and License to Use the Orland Spur Two Main.* Upon completion and final acceptance, Oak Lawn will convey the Orland Spur Two Main to Orland Park by a bill of sale from Oak Lawn to Orland Park. After completion of that conveyance, for the remaining term of this Agreement: (i) Orland Park hereby grants to Oak Lawn a license to operate, use, maintain, test, inspect, repair, remove, and replace, together with all reasonable rights of ingress and egress necessary for the exercise of the license, as a part of and an expense of the Oak Lawn Regional Water System, the Orland Spur Two Main; (ii) the Orland Spur Two Main will be owned by Orland Park and such ownership shall continue to be held by Orland Park; and (iii) Orland Park reserves the right (a) to test and inspect the Orland Spur Two Main at any time without notice to Oak Lawn, and (b) to repair, or to remove and replace, the Orland Spur Two Main following notice to Oak Lawn and Oak Lawn's failure to complete the necessary repair, or removal and replacement, following ninety (90) days notice to Oak Lawn of the need for the repair, or removal and replacement. Orland Park will submit evidence of all costs and expenses incurred in connection with any such repair, or removal and replacement, and such costs and expenses shall be reimbursed by Oak Lawn to Orland Park and such costs and expenses shall be treated by Oak Lawn as costs and expenses of Oak Lawn Regional Water System.

F. Section 11.E. shall be added to the Agreement as follows:

E. *Palos Hills Connection and Pump Station Building.* As part of the 2013 Regional Water System Improvements, Oak Lawn will design, construct and install the Palos Hills Connection and construct and install a new Pump Station Building, the cost of which will be borne and paid for by Palos Hills as part of Palos Hills' share of the Capital Costs and Charges up to the amount of \$2,666,670. Oak Lawn shall include any costs in excess \$2,666,670 for the construction of the Connection and Pump Station Building in Bid Package 8 which shall be financed by the issuance of New Series Bonds. Palos Hills shall be allocated that portion of Bid Package 8 in excess \$2,666,670 and shall be directly billed for a pro-rata percentage of the debt service due on the New Series Bonds issued for Bid Package 8. Upon completion and final acceptance, Oak Lawn is to convey the Pump Station Building to Palos Hills by a bill of sale from Oak Lawn to Palos Hills; *provided, however,* that Oak Lawn shall retain ownership to the piping and all appurtenances to the downstream flange of the flow

meter and that Palos Hills shall grant Oak Lawn right of access to the Pump Station Building for the purpose of maintaining said piping and appurtenances. After completion of that conveyance, for the remaining term of this Agreement, the Pump Station Building will be owned by Palos Hills and such ownership shall continue to be held by Palos Hills and Oak Lawn shall have no right or obligation to operate, use or maintain the Pump Station Building except for said piping and appurtenances described herein. Palos Hills shall be named as the owner on any permit or easement related to the Pump Station Building.

G. Section 13.A. of the Agreement is hereby amended to read as follows:

2013 Regional System Improvements. Oak Lawn will construct the 2013 Regional System Improvements with due diligence. Oak Lawn will undertake to work and cooperate with the Municipal Customers to establish construction schedules which will efficiently cause acquisition and construction of the System Projects that comprise the 2013 Regional System Improvements so as to meet the needs of the Municipal Customers with minimal disruptions of service, and the Municipal Customers shall likewise work and cooperate with Oak Lawn to such end and to provide such facilities within each respective Municipal Customer Water System as will permit the Oak Lawn Regional Water System to efficiently serve such needs. Subject to *force majeure*, Oak Lawn will endeavor to complete the 2013 Regional System Improvements by December 31, 2025. Further, Oak Lawn shall proceed with due diligence to construct the 2013 Regional System Improvements. Oak Lawn shall not change any route approved herein for the 2013 Regional System Improvements to a route which is not through Cook County Forest Preserve District land without Corporate Consent Obtained. Further, beginning with Bid Package 4A and for all subsequent Bid Packages, Executive Consent Obtained is required to award a Bid Package, approve engineering (design and construction) contracts for such Bid Package and approve any additional engineering requirements exceeding \$5,000 per Bid Package.

H. Section 13.C. is hereby added to the Agreement as follows:

Palos Park Option to Upgrade the Size of Its System Connection Main. The Municipal Customers acknowledge that, as part of the 2013 Regional Water System Improvements, Oak Lawn will design, construct and install the transmission main that connects the West Side Transmission Main to the Palos Park Point of Delivery (the "*Palos Park System Connection Main*"), the cost of

which will be borne and paid for by Palos Park as part of Palos Park's share of the Capital Costs and Charges. Oak Lawn shall include alternate bid items in the bid package for the Palos Park System Connection Main for alternate pipe sizes for the Palos Park System Connection Main that are larger than 10-inches in diameter as requested by Palos Park. Oak Lawn shall notify Palos Park of the prices received for the alternate pipe sizes. In the event that Palos Park notifies Oak Lawn that Palos Park elects to have the Palos Park System Connection Main be constructed in one of the alternate pipe sizes, Oak Lawn shall include the alternate pipe size elected by Palos Park in the contract for that bid package. Within thirty (30) days after completion and final approval of the Palos Park System Connection Main and the submission of an invoice by Oak Lawn to Palos Park therefor, Palos Park is to reimburse Oak Lawn for the additional cost of construction of the Palos Park System Connection Main resulting from the election of the alternate pipe size, and Palos Park is not to pay any additional amount as a part of the Capital Costs and Charges due to the election of the alternate pipe size. Alternatively, at the request of Palos Park, Oak Lawn shall include the additional cost of construction of the Main resulting from the election of the alternate pipe size in the relevant bid package which shall be financed by the issuance of New Series Bonds. Palos Park shall be allocated that portion of the bid package attributable to the additional cost of the alternate pipe size and shall be directly billed for a pro-rata percentage of the debt service due on the New Series Bonds issued for said bid package.

- I. Section 13.D. of the Agreement is hereby added to the Agreement as follows:

Realignment of Transmission Main. Oak Lawn and the Municipal Customers agree to a realignment of the Transmission Main for Bid Package 7A (Cross-Town Connection to Booster Station 2) and Bid Package 7B (Orland Park Spur Two Main), such that the intersection of the improvements financed by Bid Package 7A and Bid Package 7B occurs at a point south of 151st Street as shown on *Exhibit C-1* attached hereto (with such further changes or modifications as approved by Executive Consent Obtained). Orland Park shall be allocated \$812,800 of any additional costs resulting from this realignment (including 36-inches of the 60-inch pipe running south of 151st Street along the Com-Ed corridor, engineering costs, construction services, permit fees and easements) and shall be directly billed for a pro-rata percentage of the debt service due on the New Series Bonds issued for said bid package. Any additional costs as a result of the realignment in

excess of \$812,800 shall be paid by the Municipal Customers as a part of the Capital Costs and Charges.

J. The following is hereby added to the end of Section 15.E. of the Agreement:

Such True Up as described herein is subject to approval by Executive Consent Obtained. In addition, beginning in Fiscal Year 2021, the cost of water leakage out of the Oak Lawn Regional Water System (being the variance between the amount of water billed by Chicago less the amount of water billed by the Oak Lawn Regional Water System to the Municipal Customers) for the previous year (Fiscal Year 2020) shall be paid by each Municipal Customer according to each Municipal Customer's Proportionate Share.

K. The first sentence of Section 15.C.(2) of the Agreement is hereby amended to read as follows:

Other Non-Operating Charges shall include an accumulation for a reserve for the Oak Lawn Regional Water System for Operation and Maintenance Costs (the "*O&M Reserve*" which reserve is intended to provide for unforeseen increases in such costs, Default Costs, or, as provided in the proceedings for the issuance of the Bonds, to pay Bonds in the event there has been a default in the payment of Capital Costs and Charges or to pay Bonds issued in the form of a revolving line of credit).

L. The following sentence is hereby added to Section 18.C. of the Agreement:

Specifically, in connection with a bond rating, bond issuance or bond continuing disclosure agreement, each Municipal Customer shall provide financial information about itself within 60 days of request by Oak Lawn.

M. Attachment 2 of Exhibit B to the Agreement, depicting the Point of Delivery to Palos Hills, is hereby replaced with *Exhibit 1* attached hereto.

N. Exhibit C-1 of the Agreement, being the Realignment of Bid Package 7A and 7B, is hereby added to the Agreement as shown on *Exhibit 2* attached hereto.

O. Exhibit O of the Agreement, being the Financing Plan and Parameters for the 2013 Regional System Improvements, is hereby replaced with *Exhibit 3* attached hereto.

P. Exhibit P of the Agreement, being the Statement of Mutual Cooperation Process, is hereby replaced with *Exhibit 4* attached hereto.

Section 3. Effectiveness.

A. This Amendment shall become binding upon the Parties upon (1) execution and delivery by Oak Lawn and the other Parties hereto of counterparts of this Amendment (2) execution and delivery by Oak Lawn and each of the North System Customers (as defined in the Agreement) of counterparts of the First Amendment to the Water Sale, Purchase and Service Agreement by and between Oak Lawn and the North System Customers. Provided such conditions have been met, the Effective Date of this Amendment shall be the first day of the month following the completion of the actions set forth in clauses (1) and (2) herein.

B. The Parties hereby consent to the terms, provisions and conditions of this Amendment and hereby ratify, confirm and approve the Agreement, as modified and amended herein, and acknowledge that the Agreement, as modified and amended herein, shall remain in full force and effect.

C. It is the express intention and agreement of the Parties that the modification and amendment of the Agreement is not intended or to be construed as an extinguishment, revocation, satisfaction or discharge of any of the liabilities or obligations under the Agreement.

Section 4. Miscellaneous.

A. Should any part, term or provision of this Amendment be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

B. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its principles of conflict of laws.

C. This Amendment may be executed in any number of counterparts, each of which shall be executed by Oak Lawn and the other Parties and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Oak Lawn and each of the Southwest System Customers have caused their respective corporate seals to be hereunto affixed and attested and these presents to be signed by their respective officers.

SOUTHWEST SYSTEM CUSTOMERS:

VILLAGE OF MOKENA

By: _____
Its: Village President

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2020

VILLAGE OF NEW LENOX

By: _____
Its: Village President

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2020

CITY OF OAK FOREST

By: _____
Its: Mayor

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2020

VILLAGE OF ORLAND PARK

By: _____
Its: Village President

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2020

VILLAGE OF TINLEY PARK

By: _____
Its: Village President

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2020

OAK LAWN:

VILLAGE OF OAK LAWN

By: _____
Its: Village President

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2020

EXHIBIT 1
TO THE FIRST AMENDMENT TO THE REGIONAL WATER SYSTEM
WATER SALE, PURCHASE AND SERVICE AGREEMENT

EXHIBIT B – ATTACHMENT 2

OAK LAWN REGIONAL WATER SYSTEM POINT OF DELIVERY TO PALOS HILLS

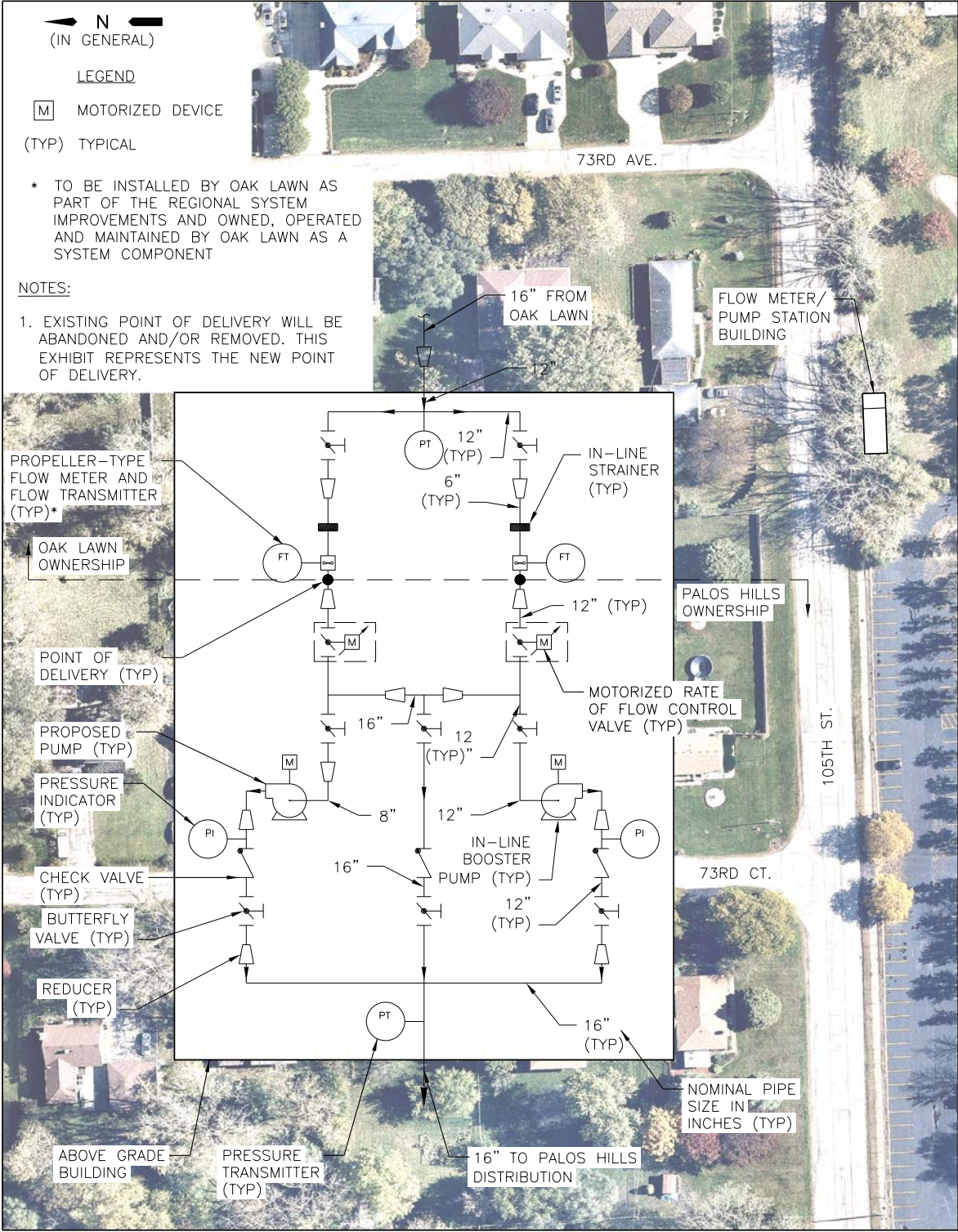


EXHIBIT 2
TO THE FIRST AMENDMENT TO THE REGIONAL WATER SYSTEM
WATER SALE, PURCHASE AND SERVICE AGREEMENT

EXHIBIT C-1

REALIGNMENT OF BID PACKAGES 7A AND 7B



Village of Oak Lawn Water Transmission Main Bid Packages 7A & 7B - Revised Alignments



EXHIBIT 3
TO THE FIRST AMENDMENT TO THE REGIONAL WATER SYSTEM
WATER SALE, PURCHASE AND SERVICE AGREEMENT

EXHIBIT O

FINANCING PLAN AND PARAMETERS
OAK LAWN REGIONAL WATER SYSTEM
“NEW SERIES BONDS” FOR THE
“2013 REGIONAL SYSTEM IMPROVEMENTS”

I. INTRODUCTION.

This Financing Plan and Parameters (the or this “*FPP*”) is set forth as Exhibit O to that certain “Regional Water System Water Sale, Purchase and Service Agreement Between the Village of Oak Lawn, Illinois and Certain of Its Municipal Customers” (the “*Agreement*”). The defined terms of the Agreement are incorporated by reference, unless otherwise defined expressly in this Exhibit O or unless the context or use of a term clearly indicates another meaning is intended. This FPP is pursuant to Section 4.B of the Agreement and relates to the New Series Bonds and Bonds issued at any time in the future to refund New Series Bonds.

II. SOURCE OF FUNDS AND LIEN PRIORITIES; PREFERENCES FOR IEPA LOANS.

The Bonds shall be payable from the “*Net Revenues*” (Regional System Revenues less Operation and Maintenance Costs). The Bonds may be in various lien positions, commonly referred to as first lien, second lien, third lien, and so on. It is anticipated that a portion of the Bonds will be issued to the IEPA pursuant to its 20-year loan program for water projects (such portion will be referred to interchangeably with Bonds as the “*IEPA Loans*”).

IEPA Loans shall be Bonds in a third lien position on Net Revenues. Oak Lawn shall procure the maximum amount of IEPA Loans made available to it to finance the Project. In stating this preference, the Parties to the Agreement acknowledge that they are familiar with the IEPA water project loan program regulations, which in general provide funding for certain Project costs and defer loan repayment for a period of time, adding the deferred interest to principal at the time the loan begins to amortize, and such amortization occurring in level stated amounts of principal and interest semi-annually for 20 years. It is possible that during the course of acquiring and constructing the 2013 Regional System Improvements (herein also the “*Project*”) the IEPA may offer a 30-year loan program. Oak Lawn will seek to issue Bonds for 30-year IEPA Loans only after Executive Consent [is] Obtained as provided in the Agreement.

One series of IEPA Loans has already been procured by Oak Lawn, utilizing its own credit on an interim basis. This is an IEPA Loan approved for \$15,000,000 (estimated to be drawn in the amount of approximately \$12,700,000), more or less, to provide for improvements at the Harker Pumping Station. This FPP permits allocation of that IEPA Loan to a Bond (*i.e.*

payable from the Net Revenues). This FPP permits Oak Lawn to have allocated to it, to the fullest extent possible, the debt service payments on this IEPA Loan as its share of Capital Costs and Charges. This provision entitles Oak Lawn to the (low) interest rate obtained on such IEPA Loan.

For Bonds which must be issued which are not IEPA Loans, this FPP permits the issuance of Senior Lien Bonds with a goal of achieving a rating in the second highest rating category by one or more appropriate rating agencies (such as Moody's or S&P) which ratings are now commonly known as "AA" or "Aa." The Parties acknowledge that such ratings typically require financial covenants, such as Net Revenues coverage of debt service on such Bonds.

III. MAXIMUM PRINCIPAL AMOUNTS.

A. The maximum principal amount of Bonds issued to pay the costs of acquiring and constructing the Project, including the costs of all lands and rights in land and water, and other necessary or advisable capital expenditures related thereto, and all costs of engineering related to the Project, shall not exceed such principal amount as will produce not in excess of \$275,000,000 of proceeds.

B. To said principal amount may be added amounts as follows:

1. Costs of issuance of the New Series Bonds (which includes the costs of all Parties to the Agreement of negotiating the Agreement) including legal, financial advisory, and engineering costs of such negotiations, bank fees and underwriting fees and similar costs, costs of credit enhancement such as bond insurance, line of credit or letter of credit fees, and the like, and typical closing costs for Bonds and original issue discount.

2. Bond reserve amounts not to exceed ten percent (10%) of the face ("*par*") amount of the New Series Bonds.

3. For any series of refunding Bonds, such additional principal amounts as may be necessary to accomplish such refunding (*i.e.* pay the designated debt service [principal and interest and redemption costs, if any] of such prior series of Bonds) including costs of issuance of such refunding Bonds, in each instance limited to two percent (2%) of par plus any bank fees or credit enhancement fees related to such refunding Bonds.

4. Capitalized interest on any Bonds for a maximum term of five years.

C. The maximum principal amount of Bonds of all series, including any series of refunding Bonds, which may be outstanding at any one time shall not exceed \$297,000,000.

IV. MINIMUM PURCHASE PRICE AND COMPENSATION TO BANKS AND UNDERWRITERS.

Bonds shall be sold at not less than 98% of par, exclusive of any original issue discount. Compensation paid to any bank or financial institution acquiring Bonds in a negotiated purchase shall not exceed 1% of par. Compensation to any underwriters of Bonds shall not exceed 2% of par.

V. RATES OF INTEREST ON BONDS.

No Bond shall bear a rate of interest or have a yield greater than permitted to a non-home rule governmental unit in Illinois as currently provided in the “Bond Authorization Act” of the State, as supplemented or amended. Oak Lawn will retain an independent financial advisor for all Bonds except those which are IEPA Loans. Oak Lawn will obtain from such financial advisor an opinion on each series of Bonds except IEPA Loans that the interest rates payable and the other financial terms of such Bonds are fair and reasonable in view of the structure of such Bond issue and then current conditions in the relevant market for such Bonds.

Bonds may utilize interest rate swaps upon the terms set forth in the Bond Authorization Act.

VI. MAXIMUM ANNUAL DEBT SERVICE.

Planned maximum annual debt service shall not exceed \$22,500,000. However, Bonds may become due resulting in greater debt service than that amount with the intention of refunding such Bonds (such obligations may have what is referred to as “bullet” maturities).

VII. TERM TO MATURITY; CERTAIN BOND CONSIDERATIONS.

As noted above, the Parties acknowledge the terms upon which the IEPA Loans will be repaid.

For other Bonds, planned principal authorization, to the extent commercially reasonable, will be deferred so as to begin to amortize at the final maturity of an IEPA Loan and end prior to expiration of the current term of the Agreement.

VIII. REVOLVING LINE OF CREDIT BONDS.

At any time prior to the completion of the Project, Bonds may be issued in the form of a revolving line of credit (“*L/C Bonds*”) having a variable rate of interest within the maximum rate of interest set forth above. The maximum amount of such LC Bonds is \$35,000,000. If the L/C Bonds are outstanding upon completion of the Project, Oak Lawn will begin a financing effort to refund such L/C Bonds with long-term Bonds. Or, at such time, the term or maturity of the L/C Bonds may be extended to a further date if in the judgment of Oak Lawn such extension is advantageous but only after Executive Consent [is] Obtained as provided in the Agreement.

EXHIBIT 4
TO THE FIRST AMENDMENT TO THE REGIONAL WATER SYSTEM
WATER SALE, PURCHASE AND SERVICE AGREEMENT

EXHIBIT P

STATEMENT OF MUTUAL COOPERATION PROCESS

For purposes of this Exhibit, all definitions as given in the Agreement of which this Exhibit is a part are incorporated by reference.

A. It is the intention of the Parties to this Agreement to create a long-term arrangement that is able to change and evolve over coming years to meet the changing demographics and needs of Oak Lawn and the Southwest System Customers.

B. Both Oak Lawn and the Southwest System Customers embrace the concept of establishing a framework for a long-term intergovernmental cooperative relationship for the reliable and cost-effective delivery of Chicago Water from Chicago to the Southwest System Customers through the Oak Lawn Regional Water System. To meet this objective, Oak Lawn and the Southwest System Customers agree to work together to investigate possible means of furthering the improvement and operation of the Oak Lawn Regional Water System to provide the Southwest System Customers with a long-term, reliable supply of Chicago Water. Oak Lawn and the Southwest System Customers agree that they will, from time to time, investigate alternative capital improvements and financing methods, as well as alternative operations and maintenance procedures, for the Oak Lawn Regional Water System, with the overall objective of enhancing the public health, safety and welfare of those to whom the Southwest System Customers provide Chicago Water.

C. Both Oak Lawn and the Southwest System Customers recognize that an essential element of this cooperative relationship is to ensure a reliable water delivery system for the provision of Chicago Water at a reasonable cost, and they jointly will seek out and develop mutually beneficial opportunities. As part of this effort, this Agreement establishes a regular method of budget development and review for the Oak Lawn Regional Water System, on Oak Lawn's annual budget cycle, and a process to evaluate budgeted items and anticipated costs.

D. Oak Lawn recognizes that the Southwest System Customers are a substantial contributor to the total Operation and Maintenance Costs of, and to the Capital Costs and Charges for, the Oak Lawn Regional Water System in the provision of Chicago Water to the Southwest System Customers, and that the Southwest System Customers desire meaningful input in various aspects of the Oak Lawn Regional Water System. Oak Lawn intends to share these enhanced input opportunities with the Southwest System Customers.

E. This Agreement will establish a variety of mechanisms for enhanced contact and communication between Oak Lawn and the Southwest System Customers on topics relevant to this Agreement including, among other things, water supply and reliability, Operation and

Maintenance Costs and Capital Costs and Charges for the Oak Lawn Regional Water System, and the future effective and beneficial functioning of the Oak Lawn Regional Water System and the relationship between the Parties.

F. The mutually cooperative efforts set forth in this Exhibit will occur mainly through Working Groups as described in Sections I.B and I.D of this Exhibit and management level communications as described in the following sections. The Southwest System Customers acknowledge that providing review, feedback, recommendations and input to Oak Lawn, and Oak Lawn's acceptance of such, shall not supersede Oak Lawn's role as the sole entity responsible for the daily operation of the Oak Lawn Regional Water System. Oak Lawn supports these mutual cooperation efforts but reserves the right to accept or not accept certain recommendations provided by the Southwest System Customers.

G. The Southwest System Customers acknowledge that Oak Lawn is the licensed water system operator solely responsible for the Oak Lawn Regional Water System and as established and permitted by the IEPA, and therefore it shall be mandatory that Oak Lawn retain full operational control of the Oak Lawn Regional Water System.

H. Oak Lawn and the Southwest System Customers agree to commence mutual cooperation efforts outlined in this Exhibit, including Working Groups as described in Sections I.B and I.D of this Exhibit, upon execution of this Agreement. The Parties agree that this will enable and support the effective and efficient completion of the 2013 Regional System Improvements, the plan for which the Southwest Customers have approved.

ACCORDINGLY, OAK LAWN AND THE SOUTHWEST SYSTEM CUSTOMERS AGREE AS FOLLOWS.

I. Cooperation and Communication Regarding Reliability and Cost Control; Review and Accountability.

A. *Coordination and Communication.* Oak Lawn and the Southwest System Customers agree that they desire to establish a variety of means to enhance and promote communication and cooperation between Oak Lawn and the Southwest System Customers. In addition to those matters otherwise addressed in this Agreement, Oak Lawn and the Southwest System Customers also wish to establish procedures and processes to allow review of the Oak Lawn Regional Water System, to enable continuing channels of communication between Oak Lawn and the Southwest System Customers, and to ensure beneficial decision-making by Oak Lawn in the operation, maintenance and periodic improvement of the Oak Lawn Regional Water System. Nothing in this Exhibit is intended to require the Southwest System Customers to create reports that each does not regularly produce.

In order to enhance transparency and avoid delay in decision making, the following are the general expectations and responsibilities for communication by and between the Contractor, Oak Lawn, Customer Communities and their Consulting Engineer currently Christopher B. Burke Engineering (CBBEL), Oak Lawn's Consulting Engineer (CDM Smith), and information from public agencies or utilities involved in the Project:

Oak Lawn will receive questions and comments on the project, conduct weekly construction and coordination meetings, update the managers and boards of trustees as needed, and process pay applications.

Oak Lawn's Consulting Engineer, currently CDM Smith, will be the central communications hub with all parties, coordinate communications with the contractor, attend weekly construction meetings, attend weekly coordination meetings with CBBEL, attend the customer review committee meetings or conference calls as requested, post weekly construction coordination meeting minutes to the SharePoint site, and prepare logs of work change directives, change orders, RFI's, and submittals uploaded to the SharePoint site monthly.

Customer Communities and the Customer Communities' Consulting Engineer, currently CBBEL, will attend weekly coordination meetings, schedule and attend Customer Review Committee meetings or conference calls as needed, and update communities not on the Customer Review Committee as needed.

Change Order Working Group, at times referred to as the Customer Review Committee, will consist of three members of the customer communities that are selected by a vote of the customer communities. This group will review and approve change orders as described in section D(4). They also will update communities not on the Customer Review Committee of any decisions that are made via e-mail.

Contractor will be required to attend weekly construction meetings, respond to CDM Smith requests, and prepare minutes for weekly construction meetings.

Public Agencies and Utilities will be engaged to receive questions or comments pertaining to the project and be provided responses as required in a timely fashion.

B. Mutual Cooperation Through Working Groups.

1. Formation. To facilitate an ongoing structure for consistent communication, Oak Lawn and the Southwest System Customers agree that the Southwest System Customers will establish three working groups ("*Working Groups*"), consisting of personnel from the Southwest System Customers, to address the subject areas described in Section I.D of this Exhibit. The Southwest System Customers will notify Oak Lawn of the formation of the Working Groups and the membership of each Working Group, as well as the designated chairperson for each Working Group and such group's designated liaison to Oak Lawn, from time to time. The Southwest System Customers shall be responsible to provide staff support to the Working Groups, including preparation of meeting agenda and minutes. The Working Groups are intended to be performing jointly the role of staff of the Southwest System Customers, and are not intended to be public bodies subject to the provisions of the Open Meetings Act.

2. Oak Lawn Liaisons. Oak Lawn will designate at least one liaison to act on its behalf in cooperating with the Working Groups in various ways, including (a) meeting

with the Working Groups as described in this Exhibit, (b) providing information to the Working Groups as requested by each Working Group in connection with their various subject matter areas, and (c) obtaining answers to questions and concerns raised by the Working Groups in connection with the Agreement and provision of Chicago Water to the Southwest System Customers. Oak Lawn's liaison to each Working Group shall be a person holding a position of comparable rank and responsibilities as those held by a majority of individuals serving on each Working Group.

C. Meetings with Working Groups.

1. In General. The Southwest System Customers in conjunction with Oak Lawn will create a meeting schedule and provide an agenda for each of the Working Groups' meetings with their respective Oak Lawn liaisons from time to time. Oak Lawn and each Working Group agree that the "Operations" Working Group and the "Finance/Administration" Working Group shall each meet with their respective designated liaisons from Oak Lawn not less than two (2) times in each calendar year unless the Working Group and Oak Lawn mutually agree that fewer meetings are required from time to time. Oak Lawn and each Working Group agree that the "Management" Working Group and Oak Lawn's designated liaison will meet at least once in each calendar year, on call of the Management Working Group with at least fourteen (14) days notice to Oak Lawn. Oak Lawn and the Working Groups agree that additional meetings will be held by any of these Working Groups with their respective liaisons on call of the Working Group with at least fourteen (14) days notice to Oak Lawn. In the event of an emergency, Oak Lawn and the appropriate Working Group agree to meet as soon as is practicable under the circumstances.

2. Cooperation with Others. The Southwest System Customers acknowledge that other Municipal Customers may have substantially similar rights relating to mutual cooperation or may have an interest in the Working Group meetings or actions and agree to cooperate and coordinate with Oak Lawn to the end of avoiding duplicative efforts.

D. Working Groups. The Working Groups will be as follows:

1. Management Working Group: The Management Working Group will have at least the following functions and duties and other duties as assigned by the Southwest System Customers:

a. Review Oak Lawn's overall compliance with the terms and conditions of this Agreement;

b. Review the overall compliance of each of the Southwest System Customers with the terms and conditions of this Agreement and report on the same to Oak Lawn at least on an annual basis if requested by Oak Lawn;

c. Review and provide recommendations to Oak Lawn and the Southwest System Customers regarding any proposed revisions to, or renewals of, this Agreement;

d. Review, evaluate and provide feedback on the compliance of Oak Lawn and Chicago with the terms and conditions of the Chicago-Oak Lawn Agreement, as such matters affect the Southwest System Customers;

e. Review and provide recommendations to Oak Lawn on all purchases involving Major Capital Costs prior to approval by the corporate authorities of Oak Lawn of the contracts relating to those costs;

f. In conjunction with Oak Lawn's annual budget process, review and provide input on proposed Oak Lawn budget components for the Oak Lawn Regional Water System;

g. In conjunction with Oak Lawn's Asset Management Program for the Oak Lawn Regional Water System, review and provide input on the Oak Lawn Regional Water System's capital budget;

h. On an annual basis, provide to Oak Lawn the capital improvement plan of each Southwest System Customer for its respective Municipal Customer Water System, and provide feedback and input to Oak Lawn on said plans;

i. Review updates of the status of performance and improvements under this Agreement and the Chicago-Oak Lawn Agreement, and coordinate input and recommendations thereon from, the Operations Working Group and the Finance/Administration Working Group;

j. Provide feedback and input to Oak Lawn as well as the corporate authorities of the Southwest Customers regarding performance under this Agreement and the Chicago-Oak Lawn Agreement and matters involving the Oak Lawn Regional Water System; and

k. Make recommendations to and coordinate with Oak Lawn regarding public information and education on matters involving this Agreement through various methods and programs, such as public meetings, newsletters, websites, and social media.

l. Approve the contractor (i.e. lowest qualified bid) and any proposed engineering (design and construction) for the remaining bid packages as well as any additional proposed engineering requirements that are over \$5,000.

m. Receive and review the regional water system water loss report on an annual basis.

n. Approve the true-up of budgeted versus actual cost of the rate for the Customer Communities on an annual basis.

2. *Operations Working Group*: The Operations Working Group will have at least the following functions and duties and other duties as assigned by the Southwest System Customers:

a. Review and provide feedback to Oak Lawn regarding Oak Lawn's duty to provide the supply of Chicago Water required under this Agreement;

b. Review operational practices and procedures of Oak Lawn in the operation of the Oak Lawn Regional Water System;

c. Review the operational practices and procedures of each of the Southwest System Customers in the operation of their respective Water Systems, as such matters affect the Oak Lawn Regional Water System, and report on the same to Oak Lawn at least on an annual basis if requested by Oak Lawn;

d. Provide input to Oak Lawn to develop appropriate methods for, and to improve, operational coordination in the operation of the Oak Lawn Regional Water System as it delivers Chicago Water to the Southwest System Customers;

e. Review and provide recommendations to the Management Working Group and Oak Lawn on all purchases involving Major Capital Costs prior to approval by the corporate authorities of Oak Lawn of the contracts relating to those costs;

f. In conjunction with Oak Lawn's annual budget process, review and provide input to the Finance/Administration Working Group on proposed Oak Lawn budget components for the Oak Lawn Regional Water System;

g. In conjunction with Oak Lawn's Asset Management Program for the Oak Lawn Regional Water System, review and provide input on the capital budget for the Oak Lawn Regional Water System;

h. Encourage continued and ongoing day-to-day communication between operators of the Oak Lawn Regional Water System and operators of the Southwest System Customers' Water Systems;

i. Review the Chicago Water use requirements of the Southwest Customers and the parameters under which such Chicago Water is to be delivered;

j. Review the quality and source of Chicago Water provided to the Southwest System Customers under the Agreement;

k. Review, discuss and communicate regarding potential and actual emergency conditions that may affect the delivery of Chicago Water under this Agreement;

l. Review, discuss and communicate regarding potential and actual events that may result in planned curtailment or planned shut-downs of, or other impacts on, the Chicago Water supply under this Agreement;

m. Suggest, review and provide input to Oak Lawn on cost effectiveness and cost control initiatives in areas relating to contractual services, commodities and services provided by the Oak Lawn Water Division, where such Division provides support and services to the Oak Lawn Regional Water System; and

n. Provide input and recommendations on these matters to the Management Working Group.

3. *Finance/Administration Working Group*: The Finance/Administration Working Group will have at least the following functions and duties and other duties as assigned by the Southwest System Customers:

a. Conduct, at least on an annual basis, a review of the billing procedures, schedules, and invoices from Oak Lawn to the Southwest System Customers, including supporting documentation as requested;

b. Conduct, at least on an annual basis, a review of the components in the water rate charged by Oak Lawn to the Southwest System Customers, and any changes to or adjustments in the rate;

c. Review and communicate in regard to changes or adjustments to the Chicago Water rates;

d. Conduct, at least on an annual basis, a review of Oak Lawn's debt schedules pertaining to the Oak Lawn Regional Water System, as well as any costs allocated to the Southwest System Customers and the formulas used to calculate the Southwest System Customers' required reimbursement of such costs;

e. Review the financial impact of, and provide recommendations to, the Management Working Group on proposed financing methods, if financing is necessary, for all purchases involving Major Capital Costs prior to approval by the corporate authorities of Oak Lawn of the contracts relating to those costs and other capital items in Oak Lawn's Asset Management Program;

f. In conjunction with Oak Lawn's annual budget process, review and provide input on proposed Oak Lawn budget components for the Oak Lawn Regional Water System;

g. Suggest, review and provide input to Oak Lawn on cost effectiveness and cost control initiatives in areas relating to contractual services, commodities and services provided by the Oak Lawn Water Division, where such Division provides support and services to the Oak Lawn Regional Water System;

h. Review the financial impact of the use of the Oak Lawn Regional Water System by Municipal Customers other than the Southwest System Customers who are Parties under this Agreement, and costs assigned to such Municipal Customers, including any amounts such other customers may be required to pay as a fair share, equitable contribution based on the terms of this Agreement; and

i. Provide input and recommendations on these matters and proposed System Projects to the Management Working Group.

4. *Change Order Working Group:* The Change Order Working Group will be provided with bid package change orders that exceed \$20,000 in construction cost per occurrence to review and approve or reject. The Change Order Working Group, Oak Lawn's Consulting Engineer, and Oak Lawn will have at least the following functions and duties:

a. Oak Lawn's Consulting Engineer:

- i. Determine if a change order meets the qualifications for review by the Change Order Working Group and Oak Lawn.
- ii. Change Order Working Group, Customer Communities' Consulting Engineer & Oak Lawn will discuss all change orders at weekly coordination meetings.
- iii. If the change order qualifies for review by the Change Order Working Group, then Oak Lawn's Consulting Engineer will provide that change order to them for review.
- iv. If the change order is approved by the Change Order Working Group, Oak Lawn's Consulting Engineer will issue a Work Change Directive to the Contractor or issue a change order to the Contractor which may be comprised of several approved Work Change Directives.

- v. If the change order is not approved then Oak Lawn's Consulting Engineer, the Change Order Working Group, and Oak Lawn will review the recommendations of both consulting engineers, arrange the necessary meeting to determine the solution, if possible, and issue the appropriate direction to the Contractor.
- b. Change Order Working Group, Customer Communities' Consulting Engineer & Oak Lawn:
 - i. Timely review change order requests
 - ii. Attend meetings or conference calls to address and review recommendations of the consulting engineers
 - iii. Issue decisions on whether change orders requiring Change Order Working Group approval are approved or not approved within three (3) business days from receipt by Oak Lawn's Consulting Engineer in writing.

II. Notice of Oak Lawn Meetings. Oak Lawn shall provide notice to the Southwest System Customers of any meeting of the Oak Lawn corporate authorities, or any board, committee, commission, advisory group or other similar body of Oak Lawn when Oak Lawn anticipates that the agenda for a meeting of any such body will include matters relating to the Oak Lawn Regional Water System. Such notice to the Southwest System Customers shall be given to the Southwest System Customers at the same time as notice is given to the members of any such body and shall include copies of the agenda and any agenda materials provided to such body. The Southwest System Customers shall be responsible, not less often than annually, to provide an email address for such notifications, and sending to such addresses shall be adequate notice.

III. Audited Financial Statements. Oak Lawn shall provide to the Southwest System Customers, within two hundred ten (210) days after the close of each of its Fiscal Year, an audit of the Oak Lawn Regional Water System financial records prepared by a certified public accounting firm retained by Oak Lawn for such Fiscal Year.

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, AMENDING CERTAIN PROVISIONS OF THE LONG TERM WATER SALE, PURCHASE AND SERVICE AGREEMENT BY AND AMONG THE VILLAGE OF OAK LAWN, COOK COUNTY, ILLINOIS, AND OTHER MUNICIPALITIES, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SAID AMENDMENT.

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois (the “*Village*”) on the 3rd day of December, 2013, and on the 1st day of July, 2014, adopted Ordinance No. 2013-O-055 and Ordinance No. 2014-O-011, respectively (the “*Ordinances*”), authorizing the execution and delivery of a “Water Sale, Purchase and Service Agreement Between the Village of Oak Lawn, Illinois and Certain of Its Municipal Customers,” dated August 1, 2014 (the “*Agreement*”); and

WHEREAS, the President and Board of Trustees of the Village (the “*Corporate Authorities*”) have determined and do hereby determine that that it is necessary and in the best interests of the Village that certain provisions of the Agreement be amended and that such Amendment and said Agreement so amended be authorized to be executed and delivered as herein provided; and

WHEREAS, the form of the First Amendment to the Water Sale, Purchase and Service Agreement between the Village and the Southwest System Customers (the “*Southwest System First Amendment*”) has been presented to the Corporate Authorities and is attached hereto as *Attachment A*:

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. Incorporation of Preambles. The findings and determinations set forth in the preambles to this Ordinance are hereby made findings and determinations of the Corporate Authorities of the Village and are incorporated into the body of this Ordinance by reference.

Section 2. Ratification, Approval and Incorporation of Amendment. The Agreement as approved by the Ordinances is hereby ratified, confirmed and approved, subject to the Southwest System First Amendment as hereby approved (the “*Amended Southwest System Agreement*”). The Village is authorized pursuant to this Ordinance to be bound by the terms and conditions of the Southwest System First Amendment. The Southwest System First Amendment and the Agreement shall be read together as one document. The Village Clerk is hereby authorized to replace the provisions of the Agreement with the amendments as approved herein.

Section 3. Execution. By this Ordinance, the President of the Village is hereby authorized and directed to execute and deliver and the Village Clerk is hereby authorized to attest and seal the Southwest System First Amendment and the Amended Southwest System Agreement.

Section 4. Publication. A full, true and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Corporate Authorities.

Section 5. Severability; Superseder. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. All ordinances, resolutions and orders, or parts thereof, in conflict with this Ordinance are hereby superseded to the extent of such conflict and as further provided in the Agreement as Amended.

Section 6. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

AYES: _____

NAYS: _____

ABSENT: _____

ADOPTED: October 20, 2020

APPROVED: October 20, 2020

President

Recorded in Village Records: _____, 2020.

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois at __:__ .m. on _____, 2020.

ATTEST:

Village Clerk

ATTACHMENT 1
SOUTHWEST SYSTEM FIRST AMENDMENT



Interoffice Memo

Date: October 7, 2020

To: David Niemeyer – Village Manager
Brad Bettenhausen – Village Treasurer
John Urbanski - Public Works Director

From: Colby Zemaitis, PE, CFM – Village Engineer

Subject: Intergovernmental Agreement with Cook County: 94th Avenue Improvements

Prepared for October 20th, 2020 Committee of the Whole and Village Board Meeting for consideration and possible action:

Description: This project consists of the review and approval of an Intergovernmental Agreement (IGA) between the Village of Tinley Park and the Cook County Department of Transportation for the use of County Motor Fuel Tax (MFT) funds in the amount of \$500,000 for engineering services and pavement improvements.

The 94th Ave. improvements entail a mill and overlay, pavement patching and ADA sidewalk improvements. The IGA will cover the Design/Construction Engineering and Material Testing as well.

Budget / Finance: Estimated Funding is budgeted in 33-75806-0347:

Estimated Project Cost:	\$449,000	(Project Construction: 94 th Ave. from 183 rd -171 st)
	\$13,000	(Design, 3.5%)
	\$22,000	(Engineering Services, 6%)
	\$5,000	(Testing Services)
Contingency (10%):	<u>\$41,000</u>	
Estimated Project Cost:	\$449,000	
Remaining Funds:	<u>\$51,000</u>	
Total:	\$500,000	(IGA TOTAL)

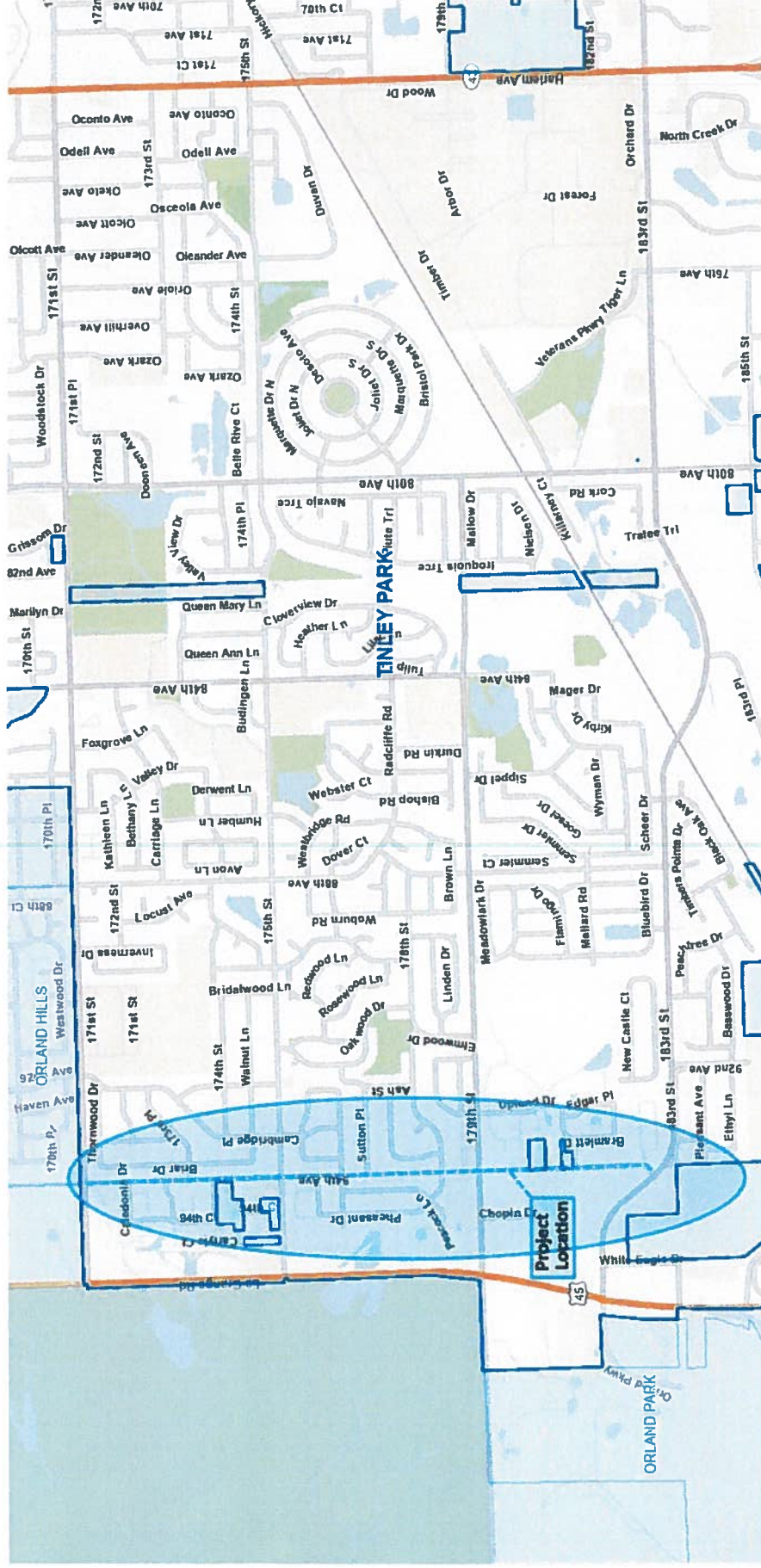
NOTE: Remaining funds not utilized as not part of the 94th Ave. improvements will be used for repairs on Cook County roads within Tinley Park.

Staff Direction Request:

1. Approve IGA with Cook County Department of Transportation.
2. Direct Staff as necessary.

Attachment:

1. Location Map.



INTERGOVERNMENTAL AGREEMENT

COUNTY OF COOK

Section: 20-MUNMP-00-PV

VILLAGE OF TINLEY PARK

This **INTERGOVERNMENTAL AGREEMENT** (the "AGREEMENT") is entered into this ____ day of _____, 2020, by and between the COUNTY OF COOK, a body politic and corporate of the State of Illinois (the "COUNTY"), acting by and through its DEPARTMENT OF TRANSPORTATION AND HIGHWAYS (the "DEPARTMENT"), and the VILLAGE OF TINLEY PARK, a municipal corporation of the State of Illinois (the "MUNICIPALITY"). The COUNTY and MUNICIPALITY are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES."

RECITALS

WHEREAS, the PARTIES, in order provide a safe, efficient and sustainable highway system, desire to make improvements to roadways within existing COUNTY or public right-of-way located within the MUNICIPALITY (the "PROJECT"); and

WHEREAS, the scope of work for the PROJECT may include, but is not limited to, construction and engineering services, pavement patching and repair, cleaning and maintenance of drainage structures, ADA curb ramp removal and replacement, tree trimming and removal, and mowing (the "PROJECT IMPROVEMENT" or "IMPROVEMENT"); and

WHEREAS, this AGREEMENT shall set forth the PARTIES' respective responsibilities for selection, completion and funding of the PROJECT IMPROVEMENTS; and

WHEREAS, the COUNTY, by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/1-1 et seq., and the Illinois Highway Code, 605 ILCS 5/1-101 et seq., is authorized to enter into this AGREEMENT; and

WHEREAS, the MUNICIPALITY, by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., is authorized to enter into this AGREEMENT; and

WHEREAS, this AGREEMENT is further authorized under Article VII, Section 10 of the Illinois Constitution and by the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

I. SELECTION OF IMPROVEMENTS

- A. **MFT Eligibility.** All uses of Motor Fuel Tax (MFT) funds are subject to the provisions and limitations reflected in the Illinois Department of Transportation's Bureau of Local Roads and Streets Manual and state statutes. The MUNICIPALITY must determine whether a proposed IMPROVEMENT is a permissible use of MFT funds prior to seeking approval from the COUNTY.

- B. **Prior Approval Requirement.** In order for an activity and/or expenditure to be eligible for reimbursement under this AGREEMENT, the MUNICIPALITY must seek prior written approval from the Superintendent of the DEPARTMENT or his or her designee.
- C. **Requests for Approval.** The request from the MUNICIPALITY must be in writing and include the following information:
1. the scope, location and limits of the work to be performed;
 2. the total dollar amount requested for the work, including a detailed breakdown of estimated material quantities;
 3. photographs depicting the general overall condition of the assets to be improved within the COUNTY or public right-of-way;
 4. a reference to PROJECT section number 20-MUNMP-00-PV; and
 5. a signature line for concurrence from the Superintendent of the DEPARTMENT or his or her designee.
- D. **Additional Information Required.** The COUNTY may request additional information from the MUNICIPALITY, if needed, to determine whether or not to approve an activity and/or expenditure for reimbursement. The MUNICIPALITY shall cooperate with the COUNTY insofar as is necessary for the COUNTY to make its determination.
- E. **County Approval.** If approved by the Superintendent of the DEPARTMENT or his or her designee, the COUNTY will return a signed copy of the MUNICIPALITY's request to the MUNICIPALITY as soon as practicable. Next to the signature of the Superintendent or his or her designee will be the total dollar amount approved for the activity and/or expenditure (the "PROJECT IMPROVEMENT BUDGET"). The failure of the COUNTY to respond to a request from the MUNICIPALITY shall mean that the COUNTY does not concur with the MUNICIPALITY's request and that the activity and/or expenditure is not eligible for reimbursement from the COUNTY.
- F. **Submittals.** All submittals required of the MUNICIPALITY under this section of the AGREEMENT shall be directed to the Superintendent's designee:

Maintenance Bureau Chief
Attn: Edward J. Tully
Cook County Department of Transportation and Highways
8900 W. 135th Street
Orland Park, IL 60462
E-mail: Edward.Tully2@cookcountyil.gov

I. PRELIMINARY ENGINEERING

- A. **Consultant Selection.** Unless otherwise agreed to by the PARTIES in writing, any preliminary engineering services to be performed as part of the PROJECT shall be performed by a qualified consultant(s) under contract with the MUNICIPALITY and selected through a competitive, qualification-based procurement process.

- B. **Deliverables.** Upon request by the COUNTY, the MUNICIPALITY shall provide the COUNTY with copies of any and all deliverables produced by the MUNICIPALITY's consultant(s) and submitted to the MUNICIPALITY, including, but not limited to, any and all surveys, studies, reports, charts, maps, drawings, agreements, data, plans, specifications, estimates, plats, permits and special provisions.
- C. **Meetings.** The MUNICIPALITY shall provide no less than fourteen (14) calendar days' advance written notice to the COUNTY of the PROJECT kick-off meeting and any public meetings or hearings as part of the PROJECT.
- D. **Project Reports.** The MUNICIPALITY shall provide the COUNTY with one (1) paper copy and one (1) electronic copy of any preliminary engineering reports completed as part of the PROJECT.

II. DESIGN ENGINEERING

- A. **Consultant Selection.** Unless otherwise agreed to by the PARTIES in writing, any design engineering services to be performed as part of the PROJECT, including, but not limited to, preparing preliminary, pre-final and final construction plans, specifications, special provisions and cost estimates, shall be performed by a qualified consultant(s) under contract with the MUNICIPALITY and selected through a competitive, qualification-based procurement process.
- B. **Deliverables.** The MUNICIPALITY or its consultant(s) shall submit the construction plans, specifications, special provisions and cost estimates for a PROJECT IMPROVEMENT to the COUNTY at the following stages of plan preparation:

60% - Preliminary

100% - Final

- C. **County Review.** The COUNTY may review the construction plans, specifications, special provisions and cost estimates and offer comments and/or objections, which the PARTIES shall work cooperatively to address and resolve. If the MUNICIPALITY does not receive comments from the COUNTY within fourteen (14) calendar days after receipt by the COUNTY of the proposed plans and specifications, the lack of response shall be deemed approval thereof.
- D. **Meetings.** The MUNICIPALITY shall provide no less than fourteen (14) calendar days' advance written notice to the COUNTY of the PROJECT kick-off meeting and any public meetings or hearings as part of the PROJECT.

III. CONSTRUCTION

- A. **Contractor Selection.** Unless otherwise agreed to by the PARTIES in writing, any construction to be performed as part of the PROJECT shall be performed by a qualified contractor(s) under contract with the MUNICIPALITY. In awarding and administering the

contract, the MUNICIPALITY shall comply with all applicable state and federal laws and regulations.

- B. **Pre-Construction Notices.** The MUNICIPALITY shall provide no less than fourteen (14) calendar days' advance written notice to the COUNTY prior to any pre-construction meetings and no less than seven (7) calendar days' advance written notice prior to the start of any construction work on the PROJECT.
- C. **Insurance.** The MUNICIPALITY shall require its construction contractor(s) to name the COUNTY as an additional insured under the contractor's general liability insurance policy.
- D. **Rights of Inspection.** The COUNTY and its authorized agents shall have reasonable rights of inspection (including pre-final and final inspection) during the progress of any construction work on the PROJECT. The MUNICIPALITY shall work cooperatively with the COUNTY to address and resolve any concerns raised by the COUNTY.
- E. **Final Inspection Notice.** The MUNICIPALITY shall provide no less than fourteen (14) calendar days advance written notice to the COUNTY prior to final inspection of any PROJECT IMPROVEMENT.

IV. CONSTRUCTION ENGINEERING

- A. **Consultant Selection.** Unless otherwise agreed to by the PARTIES in writing, any construction engineering services to be performed as part of the PROJECT shall be performed by a qualified consultant(s) under contract with the MUNICIPALITY and selected through a competitive procurement process. Construction engineering services may include attendance at pre-construction and progress meetings, full-time or part-time inspection services and providing material testing reports if required.
- B. **County Monitoring.** The COUNTY may periodically visit the construction site(s) to confirm that construction engineering services are being performed in a satisfactory manner. The MUNICIPALITY shall work cooperatively with the COUNTY to address and resolve any issues raised by the COUNTY with respect to the performance of construction engineering services.

V. FINANCIAL

- A. **Municipality Cost Participation.** The MUNICIPALITY agrees to pay all actual PROJECT-related costs, subject to reimbursement by the COUNTY as hereinafter stipulated.
- B. **County Cost Participation.** The COUNTY agrees to reimburse the MUNICIPALITY up to Five Hundred Thousand Dollars (\$500,000.00) toward actual PROJECT costs, in accordance with the approved PROJECT IMPROVEMENT BUDGETS. Should modifications to a PROJECT IMPROVEMENT BUDGET be required, the MUNICIPALITY must seek written approval from the Superintendent of the DEPARTMENT or his or her designee.
- C. **Progressive Reimbursement.** The COUNTY will reimburse the MUNICIPALITY as funds are expended by the MUNICIPALITY. The MUNICIPALITY may seek reimbursement from the

COUNTY no more frequently than on a monthly basis. The COUNTY agrees to pay invoices from the MUNICIPALITY in an expeditious manner.

- D. **Reimbursement Documentation.** In order to receive reimbursement from the COUNTY, the MUNICIPALITY must provide the COUNTY with the following:
1. a cover letter addressed to the Superintendent of the DEPARTMENT or his or her designee;
 2. an invoice requesting payment, which includes the name of the PROJECT and its associated section number;
 3. a copy of the approved PROJECT IMPROVEMENT BUDGET signed by the Superintendent of the DEPARTMENT or his or her designee;
 4. a copy of the cancelled check(s) paid to the consultant(s), contractor(s) and/or supplier(s) (or a copy of the associated bank ledger(s) reflecting the payment(s)), or a letter from the consultant(s), contractor(s) and/or supplier(s) confirming payment was received for the service(s) rendered; and
 5. a copy of the associated invoice(s) submitted to the MUNICIPALITY by the consultant(s), contractor(s) and/or supplier(s) for the service(s) rendered.
- E. **Insufficient Documentation.** If the documentation submitted by the MUNICIPALITY for reimbursement is deemed by the COUNTY as not sufficiently documenting the work completed, the COUNTY may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this AGREEMENT.
- F. **County Fiscal Year and Outstanding Invoices.** The COUNTY fiscal year runs from December 1 through November 30 of the following calendar year. Work performed in a given fiscal year must be invoiced by the MUNICIPALITY within five (5) days following the close of that fiscal year.
- G. **Ineligible Expenditures.** It is understood and agreed to by the PARTIES that the COUNTY will not reimburse the MUNICIPALITY for any expenditures that are:
1. contrary to the provisions of this AGREEMENT;
 2. not directly related to carrying out the PROJECT;
 3. incurred without the consent of the COUNTY after written notice of the suspension or termination of any or all of the COUNTY's obligations under Section VII (A) of this AGREEMENT; or
 4. in excess of the amount set forth in Section VI (B) of this AGREEMENT.
- H. **Funding Breakdown.** A funding breakdown is incorporated into and made a part of this AGREEMENT and is attached hereto as EXHIBIT A.

VI. SUSPENSION AND TERMINATION

- A. **Suspension or Early Termination.** The MUNICIPALITY agrees that, if the COUNTY determines that the MUNICIPALITY has not complied with or is not complying with, has failed to perform or is failing to perform, or is in default under any of the provisions of this AGREEMENT, the COUNTY, after written notification to the MUNICIPALITY of said non-compliance or default and failure by the MUNICIPALITY to correct said violations within thirty (30) calendar days, may:
1. suspend or terminate this AGREEMENT in whole or in part by written notice, and/or;
 2. demand refund of any funds disbursed to the MUNICIPALITY;
 3. temporarily withhold cash payments pending correction of deficiencies by the MUNICIPALITY or more severe enforcement action by the COUNTY;
 4. disallow all or part of the cost of the activity or action not in compliance; or
 5. take appropriate legal action.
- B. **Termination.** Unless extended by the Superintendent of the DEPARTMENT in writing, this AGREEMENT shall terminate three (3) years after its Effective Date, as defined in Section VII (J) below.

VII. GENERAL CONDITIONS

- A. **Authority to Execute.** Each PARTY hereto represents and warrants that the individuals signing this AGREEMENT on behalf of such party are duly authorized to sign this AGREEMENT.
- B. **Binding Successors.** This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns. Neither PARTY may assign its rights or obligations hereunder without the written consent of the other PARTY.
- C. **Compliance with Laws, Rules and Regulations.** The PARTIES shall at all times observe and comply with all federal, state and local laws and regulations, as amended from time to time, in carrying out this AGREEMENT.
- D. **Conflicts of Interest.** The MUNICIPALITY understands and agrees that no director, officer, agent or employee of the MUNICIPALITY may have an interest, whether directly or indirectly, in any contract or agreement or the performance of any work pertaining to this AGREEMENT; represent, either as an agent or otherwise, any person, trust or corporation with respect to any application or bid for any contract or agreement or work pertaining to this AGREEMENT; or take, accept or solicit, either directly or indirectly, any money or thing of value as a gift or bribe or means of influencing his or her vote or actions. Any contract or agreement made and procured in violation of this provision is void and no funds under this AGREEMENT may be used to pay any cost under such a contract or agreement.
- E. **Conflict with Exhibits.** In the event of a conflict between any exhibit attached hereto and the text of this AGREEMENT, the text of this AGREEMENT shall control.

- F. **Counterparts.** This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- G. **County Permits.** The COUNTY will grant and consent to any and all permits for right of access (ingress or egress) and/or temporary use of its property within the PROJECT limits to the MUNICIPALITY and/or its agents, without charge of permit fees to the MUNICIPALITY. Any permit(s) for right of access and/or temporary use of any of the COUNTY's property shall not be unreasonably withheld by the COUNTY.
- H. **County Section Number.** The PROJECT is hereby designated COUNTY section number 20-MUNMP-00-PV. The MUNICIPALITY shall include COUNTY section number 20-MUNMP-00-PV on all PROJECT-related submittals, including, but not limited to, correspondence and invoices.
- I. **Disputes.** In the event of any dispute, claim, question, or disagreement arising out of the performance of this AGREEMENT, the PARTIES hereto shall extend their reasonable efforts to meet to settle the dispute, claim, question, or disagreement. To this effect, the PARTIES shall consult and negotiate with each other in good faith and shall recognize each other's interests as well as their mutual interests and attempt to reach a just and equitable solution that gives reasonable consideration to each PARTY's interests and operations. Reasonable efforts are to be measured against what a similarly situated party would reasonably do. In the event the PARTIES cannot mutually agree on the resolution of the dispute, claim, questions, or disagreement, the decision of the Superintendent of the DEPARTMENT shall be final.
- J. **Effective Date.** The Effective Date of this AGREEMENT shall be the date that the last authorized signatory signs and dates this AGREEMENT, which date shall be inserted on the first page of this AGREEMENT. This AGREEMENT shall become effective only in the event that the corporate authorities of each PARTY approve this AGREEMENT.
- K. **Entire Agreement.** This AGREEMENT constitutes the entire AGREEMENT of the PARTIES concerning all matters specifically covered by this AGREEMENT and supersedes all prior written or oral agreements, commitments and understandings among the PARTIES. There are no representations, covenants, promises or obligations not contained in this AGREEMENT that form any part of this AGREEMENT or upon which any of the PARTIES is relying upon in entering into this AGREEMENT.
- L. **Force Majeure.** Neither PARTY shall be liable for any delay or non-performance of its obligations hereunder caused by any contingency reasonably beyond its control, including, but not limited to, acts of God, war, civil unrest, labor strikes or walkouts, fires and natural disasters.
- M. **Governing Law and Venue.** All questions of interpretation, construction and enforcement, and all controversies with respect to this AGREEMENT, will be governed by the applicable constitutional, statutory and common law of the State of Illinois. The PARTIES agree that, for the purposes of any litigation relative to this AGREEMENT and its

enforcement, venue will be in the Circuit Court of Cook County, Illinois or the Northern District, Eastern Division of the United States District Court, Chicago, Illinois, and the PARTIES consent to the *in personam* jurisdiction of said Courts for any such action.

- N. **Indemnification.** The MUNICIPALITY shall indemnify, defend and hold harmless the COUNTY and its commissioners, officers, directors, employees and agents, from and against any and all claims, liabilities, damages, losses, and expenses, including, but not limited to, legal defense costs, attorneys' fees, settlements or judgments, caused by the negligent acts, omissions or willful misconduct of the MUNICIPALITY, its officers, directors, employees, agents, consultants, contractors, subcontractors or suppliers in connection with or arising out of the performance of this AGREEMENT.
- O. **Lead Agency.** The MUNICIPALITY agrees to assume overall responsibility for the PROJECT, including ensuring that all required permits and joint participation and/or force account agreements are secured.
- P. **Modification.** This AGREEMENT may only be modified by a written instrument executed by duly authorized representatives of both PARTIES.
- Q. **No Individual or Personal Liability.** No official, employee, or agent of either PARTY to this AGREEMENT shall be charged personally by the other PARTY with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this AGREEMENT, or because of a PARTY's execution or attempted execution of this AGREEMENT, or because of any breach of this AGREEMENT. This provision shall survive termination or expiration of this AGREEMENT.
- R. **No Third-Party Beneficiaries.** This AGREEMENT is not intended to confer any rights or remedies upon any person, entity, or municipality other than the PARTIES hereto.
- S. **Notices.** Unless otherwise specified, all communications related to this AGREEMENT shall be in writing and shall be personally delivered or mailed via first class, certified or registered U.S. Mail or electronic mail delivery to the following persons at the following addresses:

To the COUNTY:

Maintenance Bureau Chief
Attn: Edward J. Tully
Cook County Department of Transportation and Highways
8900 W. 135th Street
Orland Park, IL 60462
E-mail: Edward.Tully2@cookcountyil.gov

To the MUNICIPALITY:

Public Works Director
Attn: Kevin Workowski

Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477
E-mail: tppw@tinleypark.org

- T. **Recitals.** The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into and made a part of this AGREEMENT.

- U. **Records Maintenance.** The MUNICIPALITY shall maintain during the term of this AGREEMENT and for a period of three (3) years thereafter complete and adequate financial records, accounts and other records to support all PROJECT expenditures. These records and accounts shall include, but not be limited to, records providing a full description of each activity being assisted with COUNTY funds; a general ledger that supports the costs being charged to the COUNTY; records documenting procurement of goods and services; contracts for goods and services; invoices; billing statements; cancelled checks; bank statements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules.

- V. **Review and Audits.** The MUNICIPALITY shall give the COUNTY access to all books, accounts, records, reports and files pertaining to the administration, receipt and use of COUNTY funds under this AGREEMENT to necessitate any reviews or audits.

- W. **Section Headings.** The descriptive section and subsection headings used in this AGREEMENT are for convenience only and shall not control or affect the meaning or construction of any of the provisions thereof.

- X. **Severability.** If any term of this AGREEMENT is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

- Y. **Waiver of Default.** The failure by the COUNTY or the MUNICIPALITY to seek redress for violation of or to insist upon strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the COUNTY or the MUNICIPALITY unless such provision is waived in writing.

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IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

EXECUTED BY COUNTY OF COOK:

EXECUTED BY VILLAGE OF TINLEY PARK:

Toni Preckwinkle
President
Cook County Board of Commissioners

Jacob C. Vandenberg
Mayor

This ____ day of _____, 2020

This ____ day of _____, 2020

ATTEST: _____
County Clerk

ATTEST: _____
Village Clerk

RECOMMENDED BY:

APPROVED AS TO FORM:
Kimberly M. Foxx, State's Attorney

John Yonan, P.E.
Superintendent
County of Cook
Department of Transportation and Highways

By: _____
Assistant State's Attorney

EXHIBIT A
Funding Breakdown

ITEM	TOTAL COST	FPDCC SHARE	COUNTY SHARE
PROJECT IMPROVEMENTS (All Phases)	\$500,000	Balance in excess of \$500,000	Up to \$500,000



Interoffice Memo

Date: October 15, 2020
To: John Urbanski, Public Works Director
From: Kelly Mulqueeney, Street Superintendent
Subject: 2020-2021 Salt Purchase

Presented for October 20th, 2020 Committee of the Whole and Board Meeting agenda for consideration and possible action:

Description: This purchase agreement locks in the price for bulk salt from Morton Salt, Inc. delivered to the Public Works facility at \$59.10 per ton (in 2019 it was \$87.36 per ton). Under this agreement the Village is required to take initial delivery of 5,500 tons of salt over the winter season.

The total estimated cost for 2020-2021: \$325,050
 The cost for the 2019-2020 season: \$480,480

A request for a purchasing agreement proposal for bulk rock salt was requested from 7 companies. Four (4) proposals were received as follows:

Morton Salt, Inc.	Oakbrook, IL	\$59.10 per ton
Compass Minerals	Overland, KS	\$62.32 per ton
Chicago Salt	Riverdale, IL	\$79.00 per ton
Cargill	North Olmsted, OH	\$82.00 per ton
Central Salt	Lemont, IL	No Response
National Salt	Itasca, IL	No Response
Midwest Salt	West Chicago, IL	No Response

Background: Central Management Services (CMS) contracts for a state-wide purchase for bulk road salt supply opened bids June and the median cost per ton for surrounding communities was not released as of yet. This is historically a higher cost per ton than what we have received by pricing individually.

Budget / Finance: Funding for this purpose is available in the Road & Bridge and Commuter Parking Lot Operating & Maintenance Funds.

O&M Budget Road & Bridge amount available	\$485,000
O&M Commuter Parking Lot amount available	\$15,000
O&M Odyssey Street Fund amount available	\$10,000
Amount required for salt purchase	<u>(\$325,050)</u>
Amount UNDER budget	\$184,950

Staff Direction Request:

1. Approve purchase agreement with Morton Salt, Inc. for the FY21 bulk salt purchase in the amount of \$59.10 per ton.
2. Direct Staff as necessary.



MORTON SALT

AUG 19, 2020

Village of Tinley Park
16250 Oak Park Avenue
Tinley Park IL 60477-1628

Dear Sir/Madam

MORTON SALT, INC. is pleased to offer you the following bulk deicing salt pricing for the season 2020/2021.

Description	Valid From	Valid To	Transport Mode	Min Order
Bulk Safe-T-Salt 5500 TON	JUL 01, 2020	JUN 30, 2021	Delivered MS Dump Truck Standard UNLIMI	20 TON
	5940042949/720		MORTON CALUMET(CH	59.10 USD per TON
Total Tons:	5500 TON			

Do you wish to change the tonnage? Yes ___ No ___ Upon approval, new requested tonnage is: _____ Tons

Reason for tonnage change: _____

Delivered prices are based upon full truckload quantities specific to the delivery address shown below.
Normal delivery is 1-5 business days ARO.

Any applicable taxes are extra. Terms are net 30 days. Initial order must be placed by December 31st.

Please review your account information and advise if any changes are required;

Delivery Address:
VLG TINLEY PARK-IL
7980 183RD ST
TINLEY PARK IL 60477-3679

Print Name: _____

Email Address: _____

Phone Number: _____

Customer #3656176

To confirm and accept this quotation, please sign the acceptance and return via email, mail, or fax within 30 days of the date shown above.

Acceptance:

I accept the MORTON SALT, INC. price for season 2020/2021.

Signature: _____

Date: _____

Return to:
Customer Service
Email: buyroadsalt@mortonsalt.com
Fax: 630-214-0725
444 W Lake St.
Chicago IL 60606



MORTON SALT

To place orders and view invoices 24/7, logon or register at mymortonsalt.com

We are going paperless next year. Please provide an email address where your quote should be sent.

Email address for quote communication: _____

Sincerely,

MORTON SALT, INC.



Terms and Conditions

1. All orders are subject to the conditions set forth hereon, and no agreement or other understanding in any way modifying or supplementing these conditions shall be binding upon Seller unless made in writing and signed by an authorized executive of Seller.
2. This price quotation does not include sales, use, or any other taxes, which will be added to the price, if applicable.
3. Terms of payment are net thirty (30) days (subject to Credit Department approval). The Seller reserves the right to charge a one and a half percent (1½%) per month service charge on amounts outstanding more than thirty (30) days from the date of the invoice, effective as of the thirty-first day from the date of the invoice.
4. Effort will be made to effect shipment as soon as possible after an order is received but Seller shall not be responsible for any delay or failure to deliver caused wholly or in part by any cause not resulting from negligence on the part of Seller, including without limitation, fire, flood, accident, strike, labor trouble, civil commotion, acts of terrorism, war, demands, requests or requirements of governmental authority, failure in production equipment, product availability, inability to obtain fuel, power, raw materials or shipping capacity or acts of God, including snow, ice or other weather related problems. Transportation surcharges may be applied in the event of significant cost increases in transportation beyond the reasonable control of the Seller.
5. All claims of shortages in quantities delivered, quality or delivery of material other than ordered must be made in writing by Buyer within seven (7) days of receipt of shipment and supported by satisfactory evidence. Buyer, by acceptance of the material covered by this transaction, assumes all risk and responsibility incident to the handling and use of said material and for the results obtained through use of said material, and shall indemnify and hold Seller harmless of and from any and all claims with respect thereto.
6. Seller warrants the material sold hereunder is suitable for ice control only. Seller's liability is limited to providing additional material to the extent any material is shown to be otherwise than as warranted, and Seller shall be in no event liable otherwise or for indirect or consequential damages. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
7. The SELLER reserves the right upon notice to BUYER to condition any future shipments (including those previously ordered or in transit) upon SELLER'S receipt of cash, certified or cashier's check in the amount of the invoice prices of such shipments and inclusive of all freight.
8. Delivered prices are based upon full truckload. Shipments are made in dump trucks carrying 20-25 tons and normally delivered within 5 days. Exceptions to truck minimums: in Michigan-50 ton minimum (or single trailer 25 ton minimum); Utah-40 ton minimum (or single trailer 25 ton minimum or tri-axle truck 18 ton minimum); Ohio piler delivery-200 ton minimum; 10 ton minimum per truck pickup where offered and available. Please give at least 24 hours notice prior to pick-up.
9. Estimated tonnage for existing customers is a weighted average calculation of purchases from Morton Salt in the last five (5) years. Customer requests above the estimated tonnage are subject to product availability and pricing changes. Increases in any of Seller's transportation and warehousing costs, and extraordinary increases in Seller's costs of production, including without limitation, in its costs of energy or package materials, may be passed along to Buyer upon advance notice to cover the increased costs to Seller.
10. Should fuel costs rise to a level requiring carriers to implement a fuel surcharge, the surcharge amount will be additional, and will be shown as a separate line item on the invoice. If implemented, fuel surcharge amounts may vary weekly, and are based on the fuel cost averages published at www.eia.doe.gov.



Interoffice Memo

Date: October 15, 2020
To: John Urbanski, Public Works Director
From: Kelly Mulqueeny, Street Superintendent
Subject: Service Contract Award- Cul-de-sacs snow removal (Year 1 of 3)

Presented for October 20th, 2020 Committee of the Whole and Board Meeting for consideration and possible action:

Scope of Work: This service contract is for snow removal by a qualified contractor from the 252 cul-de-sacs and eyebrows throughout the Village of Tinley Park.

Description: Public works is recommending that we approve the contract for snow removal in our 255 cul-de-sacs and eyebrows in various locations in Village of Tinley Park. The contract has the option of 2 (two) - 1 (one) year renewals.

Background: This service contract was advertised on September 15th, 2020 in accordance with state bidding laws, two (2) contractors reviewed the contracts and one (1) sealed bid was received. This contract includes pricing for two (2) optional contract extensions of one (1) year each that may be approved at the sole discretion of the Village. Bids were opened and read publicly on Tuesday, September 29th, 2020 at 10:30 AM by the Village Clerk and Street Superintendent. They were received as follows:

<u>Contractor</u>	<u>Location</u>	<u>Bid</u>
Roy Zenere Trucking & Excavating	Thornton, IL	\$165,750

Budget / Finance: Funding is available in the approved FY21 budget, operations and maintenance funds.

Total Budget Available	\$236,250
Lowest responsible bidder for 10 events	\$165,750

Staff Direction Request:

1. Approve service contract with Roy Zenere Trucking and Excavating for the FY21 Cul-de-sacs Snow Removal Contract at the initial bid as received with the option to extend as weather requires.
2. Direct Staff as necessary.



Interoffice Memo

Date: October 15, 2020
To: John Urbanski, Public Works Director
From: Kelly Mulqueeny, Streets Superintendent
Subject: Service Contract Award-Parking Lot Snow Removal (Year 3 of 3)

Presented for October 20th, 2020 Committee of the Whole and Board Meeting agenda for consideration and possible action:

Scope of Work: This service contract includes the removal of snow by a qualified contractor for the 21 parking lots and sidewalk locations throughout the Village of Tinley Park.

Description: Public works is recommending that we extend our current contract for snow removal in our parking lots and sidewalks at various locations in Village of Tinley Park. The contract has the option of 2 (two) - 1 (one) year renewals. This will be the third and final year for this contract. The past year Beverly Snow & Ice Inc has proven to be a professional, reliable contractor with reasonable rates.

Budget / Finance: Funding is available in the approved FY21 budget, operations and maintenance funds.

Total Budget Available	\$342,720
Lowest responsible bidder for 10 events	<u>\$100,350</u>
	\$242,370

The total contract amount shall not exceed the funding available as determined by the Village Board and applied at the unit costs established in the bidding documents for work authorized for each snow event.

Staff Direction Request:

1. Approve the renewal of the service contract with Beverly Snow & Ice Inc. for the FY21 Parking Lot Snow Removal Contract in the estimated amount of this contract extension is \$242,370, but can vary based on the frequency and amount of snow and ice control required.
2. Direct Staff as necessary.



Interoffice Memo

Date: September 22, 2020
To: John Urbanski, Public Works Director
From: Kelly Mulqueeny, Street Superintendent
Subject: Service Contract Award-Renewal Christmas Decorations (Year 3 of 3)

Presented for October 20th, 2020 Committee of the Whole and Board Meeting agenda for consideration and possible action:

Scope of Work:

The service contract is a renewal for the following general services during the holiday season:

- Installation, maintenance, removal, packaging and transport of holiday decorations.
- Purchase of additional holiday ornaments and decorations as needed.

The downtown area sites and decorations will include:

- Oak Park Ave. Train Station- decorations on building and platform.
- Zabrocki Plaza- 30' Christmas tree and lights, pre-lit trees.
- Oak Park Ave. & Hickory St.- Decorate one evergreen tree.
- Vogt Plaza- Pre-lit trees.
- 80th Ave. Train Station- pre-lit trees and garland on buildings.
- Street light poles- trumpet decoration installation (provided by VoTP).

Description:

Public works is recommending that we extend our current contract for an additional year to the capable contractor to who has coordinated and provide seasonal holiday decoration services for the past 2 years. The contract has the option of 2 (two) - 1 (one) year renewals. This will be the third and final year for this contract. The past year B&B Holiday decorating has proven to be a professional, reliable contractor with reasonable rates.

Budget / Finance: Funding is budgeted in the FY21 Budget.

Budget Available	\$35,000.00
Year 3 of 3, contract	<u>\$32,830.32</u>
Difference (under budget)	\$2,169.68

Staff Direction Request:

1. Approve renewing the service contract for the FY2021 Christmas Decoration Contract with B&B Holiday Decorating of Des Plaines, IL in the amount of \$32,830.32.
2. Direct Staff as necessary.



Interoffice Memo

Date: October 15, 2020

To: Committee of the Whole

From: Donna Framke, Marketing Director

Subject: Holidays 2020

We are so fortunate to have an authentic downtown that provides the perfect backdrop for traditional holiday festivities and decorations. As you are fully aware, we have drawn thousands of people into Downtown Tinley for the past several Holiday seasons so, when evaluating our options for Holidays 2020, we carefully measured each detail against the overarching goals of providing a safe *and* enjoyable Holiday experience for our residents, visitors and businesses. Our holiday events are very popular and, ideally, we'd like to offer as many components of our traditional events as possible. While we recognize that there are some events that we just cannot safely manage, spreading the popular events out, managing attendance and/or finding alternatives that will incorporate social distancing has been our primary objective during the planning process. As a result, staff is proposing a two-pronged approach to this year's Holiday lineup: Continuous programming throughout the season which will provide an option for those who wish to visit at their leisure, and an extended *Holiday Happenings* weekend that spreads out and manages attendance for many of our popular attractions.

Ongoing Holiday programming – December 2 through December 24

Ongoing Holiday programming will benefit our Downtown businesses by spreading out attendance and will benefit visitors by allowing them to participate as they please. The plan is to reposition the lighted Holiday decorations in and adjacent to the plaza, including the westernmost portion of the north parking lot, to create a walkable area. The giant Christmas tree, the walk-through ornament and the lighted snowflakes, reindeer, colorful Christmas trees and other décor will be placed in this area for people to take Holiday photos. Relocating the tree (as shown in the attached map) will allow the fountain décor to be installed simultaneously with the tree. We will have music playing on speakers and have decorated mailboxes placed in this area as receptacles for cards to soldiers and letters to Santa. Downloadable templates will be available on the website. In addition, we are proposing an Elf on the Shelf scavenger hunt in the decorated windows of participating downtown businesses.

Charitable Drives – Sundays, December 6, 13, and 20

Sunday, December 6th will kick off the *Kindness at Christmas* drives. We plan to work with local organizations such as Together We Cope, Tinley Park Food Pantry and Paws to host toy, food, coat and/or fundraising drives each Sunday. Characters in costume will be on hand for pictures during donation drop off.

The Holiday Happenings weekend will be extended from three to five days, running from Wednesday, December 2 through Sunday, December 6, offering the following event line up:



Tree Lighting Ceremony – Wednesday, December 2 at 6pm.

Hosting the community tree lighting ceremony on Wednesday evening will draw visitors to the downtown on a night they may not otherwise have patronized the businesses. This event is proposed as a mask required, self-managed social distancing event. Carolers would be hired to sing before and after the ceremony. The event would also be livestreamed.

Holiday Happenings Thursday, December 3 through Sunday, December 6

As noted, the objective is to spread out the popular attractions. Carriage Rides (loading, socially distanced, under the Kiss n Ride) and Photos with Santa (in the train station, behind a plexiglass display) would be ticketed events (potentially charging a nominal fee to discourage ghosting). Character photos and possibly a roasted nut truck would be located nearby the lighted area. Food and drink specials from the downtown businesses and a potential hot chocolate station are also planned. Considering that our events have traditionally been enjoyed by Tinley Park residents as well as by those from neighboring communities, the plan is to make tickets available to Tinley Park residents for a select period of time, and then open it up to others. Please note that we also are planning to have the traditional ice carving demonstration on Saturday, December 5, however, due to Covid, Joliet Junior College may not have enough participants. We are working with the marketing commission to determine the best options for Santa's official arrival into Tinley Park.

Parade of Lights – Sunday, December 6, 4:30pm step off

The annual parade of lights will undoubtedly look a little different. Taking a cue from the success we've had with the cruise parades, staff is proposing that we take the show on the road. Parading up to 40 lighted business and village vehicles, along with Santa Claus, through the community, the parade will traverse through town via a route that includes as many parking lots as possible so viewers can park and view the parade. The parade is anticipated to take approximately two hours.

I look forward to your feedback on this plan.





Horns

Ornament

Welcome banners

Tree

Planters, lighted garland

snowflakes

Mailbox, letters to Santa

hologram

Mailbox, letters to soldiers

snowflakes

Welcome banners

bench

trees

fountain lights

trio of trees

Reindeer

trees

2D wood decor bench



Interoffice Memo

Date: October 15, 2020
To: Village Board of Trustees
From: David Niemeyer, Village Manager
Subject: Nowy Sącz Sister City

Attached is a Resolution establishing a Sister City affiliation program between Tinley Park and Nowy Sącz, Poland. Approximately 20 years ago, the Polish consulate approached the Village about having a Polish Sister City. Mayor Zabrocki and the Sister Cities Commission Chair visited Nowy Sącz in 2008 and 2009.

This would be the Village's third formal affiliation program. The other two are Budingen, Germany and Mallow, Ireland. The program will emphasize and support historical, cultural, educational, social and government exchanges.

TINLEY PARK



RESOLUTION 2020-R-106

A RESOLUTION ESTABLISHING AN AFFILIATION PROGRAM BETWEEN THE VILLAGE OF TINLEY PARK AND THE HISTORIC CITY OF NOWY SĄCZ, POLAND

WHEREAS, the City of Nowy Sącz, Poland, founded on November 8, 1292 by the Bohemian King Wenceslaus (Vaclav) II, on the site of an earlier village named Kamienca, and is named after a nearby town of Stary Sącz located at its southern border. It is situated at the confluence of the Kamiencia River and the Dunajec River, and is the district capital of Nowy Sącz County; additionally, it is noted that this is the only Polish town founded by the Bohemian King; and

WHEREAS, the Village of Tinley Park's with over 180 years of history dating back to the 1830's as a settlement in this area near dense timberlands north and northeast from the area known as Batchelor [sic] Grove and Cooper's Grove with most of its original settlers coming from Eastern Europe; and

WHEREAS, the Polish Consulate in Chicago, Illinois approached the Mayor and President of the Village of Tinley Park (at the time) Edward Zabrocki, and Trustee (at the time) Patrick Rea, both being with the Village of Tinley Park, with interest in having a Polish sister (twinning) city; and it was suggested by the Consulate that Nowy Sącz would be an ideal city to be paired with; this was followed by visits from Mayor and President Zabrocki and the Chairman of the Sister Cities Commission of the Village of Tinley Park and his wife in 2008 and 2009 who met with the Mayor of Nowy Sącz (at the time) Richard Novak; and

WHEREAS, the strengthening of cultural, historic, educational, and social ties between the two communities is important not only for the communities but for the great nations represented.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and President and Board of Trustees of the Village of Tinley Park on behalf of its 57,000 citizens herein assembled that:

1. A formal affiliation program between Tinley Park, Illinois, and Nowy Sącz, Poland be established on the date of the passage of this resolution and its acceptance by the Mayor and the City Council of Nowy, Sącz, Poland
2. That the affiliation program emphasize and support:
 - a. Historical exchanges
 - b. Cultural exchanges
 - c. Educational exchanges to include, as appropriate, student exchanges
 - d. Social exchanges to include the encouragement of travel by our citizens between the two communities
 - e. Governmental exchanges to include the visits by governmental officials of both municipalities
 - f. Other programs as deemed appropriate that will encourage better understanding between the communities and their cultures
3. That copies of this resolution be forwarded to:
 - a. Their Excellences the President of the United States and the President of the Commonwealth of Poland
 - b. The Bremen Historical Society of Tinley Park and the Historical Society of Nowy Sącz
 - c. To the Counsel General of the Commonwealth of Poland in Chicago, to the Secretary of Defense of the United States, and to the Secretary of the State of the United States in Washington, D.C.

ADOPTING THIS 20TH DAY OF OCTOBER, 2020.

*Jacob C. Vandenberg
Village President*

*Kristin A. Thirion
Village Clerk*

Trustee Cynthia A. Berg

Trustee William P. Brady

Trustee William A. Brennan

Trustee Diane M. Galante

Trustee Michael W. Glotz

Trustee Michael G. Mueller



Interoffice Memo

Date: October 20, 2020
To: Village Board
From: Kristin Thirion, Village Clerk
Subject: Executive Session Recording Review Policy for Elected & Appointed Officials

The attached policy spells out the steps to be taken by Elected and Appointed Officials requesting to review verbatim recordings of Executive Session meetings.

The Open Meetings Act (OMA) states the following:

"Unless the public body has made a determination that the verbatim recording no longer requires confidential treatment or otherwise consents to disclosure, the verbatim record of a meeting closed to the public shall not be open for public inspection or subject to discovery in any administrative or judicial proceeding other than one brought to enforce this Act . . . Access to verbatim recordings shall be provided to duly elected officials or appointed officials filling a vacancy of an elected office in a public body, and **access shall be granted in the public body's main office or official storage location, in the presence of a records secretary, an administrative official of the public body, or any elected official of the public body. No verbatim recordings shall be recorded or removed from the public body's main office or official storage location, except by vote of the public body or by court order.**" 5 ILCS 120/2.06(e).

This policy sets practices for how an Elected or Appointed Official can request to review recordings.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2020-R-109**

**A RESOLUTION AUTHORIZING AN EXECUTIVE SESSION RECORDING REVIEW
POLICY FOR ELECTED AND APPOINTED OFFICIALS**

**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**

RESOLUTION NO. 2020-R-109

A RESOLUTION AUTHORIZING AN EXECUTIVE SESSION RECORDING REVIEW POLICY FOR ELECTED AND APPOINTED OFFICIALS

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the Village of Tinley Park sets practices for Elected and Appointed Officials to review verbatim recordings of Executive Session meetings; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of said Village of Tinley Park to adopt the attached Executive Session Recording Review Policy for Elected and Appointed Officials, attached hereto as **EXHIBIT 1**, to establish the Village of Tinley Park's general standards and responsibilities for the setting acceptable practices for Elected and Appointed Officials to review verbatim recordings of Executive Session meetings.

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

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

SECTION 2: The Executive Session Recording Review Policy for Elected and Appointed Officials, attached hereto as **EXHIBIT 1**, is hereby approved.

SECTION 3: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution or the attached Policy shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

SECTION 5: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 20TH day of October, 2020, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 20th day of October, 2020, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

**EXECUTIVE SESSION RECORDING REVIEW POLICY
FOR ELECTED AND APPOINTED OFFICIALS**

1. In order to request to listen to Executive Session recordings, Elected Officials must send an email request to the Clerk, Deputy Clerk, Village Manager, and Village Attorney, with the specific dates for the recordings they would like to review.
2. After approval by the Clerk, the Elected Official must contact the Deputy Clerk to set up an appointment to listen to the recordings.
3. Listening to the Executive Session recordings will be done in the Vogt Conference Room at the Village Hall in the presence of the Deputy Clerk and any Elected Official of the public body. The door to this room will be kept open and no phones or recording devices will be allowed in the room. The Elected Official must provide their own head set/ ear buds for listening.
4. If the above items are not complied with, the listening of Executive Session recordings will be terminated.

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-109, “**A RESOLUTION AUTHORIZING AN EXECUTIVE SESSION RECORDING REVIEW POLICY FOR ELECTED AND APPOINTED OFFICIALS**”, which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 15, 2020.

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

VILLAGE CLERK



MEMORANDUM

TO: David Niemeyer, Village Manager

FROM: PJM

DATE : October 14, 2020

SUBJECT: Ordinance Amending Municipal Code Regarding Remote Participation During Closed Session

Our office prepared an ordinance titled “AN ORDINANCE AMENDING TITLE III CHAPTER 30 REGARDING PARTICIPATION IN MEETINGS BY TELEPHONE OR OTHER ELECTRONIC MEANS”, which makes certain changes to the Village’s Municipal Code regarding remote participation in closed session meetings. As our September 30, 2020 memo on the matter discussed, the Illinois Municipal Code permits municipalities to permit, by ordinance, remote attendance of open and closed meetings under certain circumstances and with certain limitations. One such limitation is that a member participating remotely pursuant to such an ordinance may not count towards a quorum for the purposes of having a meeting.

However, due to the COVID-19 pandemic, the Illinois legislature passed Public Act 101-0640, which made a number of changes to the Act’s quorum rules. Public Act 101-0640, allows a public body to hold “an open or closed meeting by audio or video conference without the physical presence of a quorum of the members” during a public health disaster as long as several enumerated conditions are met.” It is important to note that “an open or closed meeting subject to this Act *may be conducted by audio or video conference*, without the physical presence of a quorum of the members . . .” 5 ILCS 120/7(e) (emphasis added). This reflects the preexisting remote participation language, which makes such participation discretionary.

The proposed ordinance requires a vote by the Village Board to permit remote participation in a closed session meeting, regardless of whether the open meeting was conducted pursuant to the relaxed quorum rules. **It is important to note that, as a result, a situation may arise where an open meeting was held with under the relaxed quorum rules and, therefore, not enough members may be physically present to conduct a closed meeting should the requests to attend remotely be denied.**

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

ORDINANCE
NO. 2020-O-067

**AN ORDINANCE AMENDING TITLE III CHAPTER 30 REGARDING
PARTICIPATION IN MEETINGS BY TELEPHONE OR OTHER
ELECTRONIC MEANS**

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-067

**AN ORDINANCE AMENDING TITLE III CHAPTER 30 REGARDING
PARTICIPATION IN MEETINGS BY TELEPHONE OR OTHER
ELECTRONIC MEANS**

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, due to the COVID-19 pandemic, the Illinois legislature passed Public Act 101-0640, which made a number of changes to the Open Meetings Act, 5 ILCS 120/1 *et seq.* Public Act 101-0640 allows a public body to hold an open or closed meeting by audio or video conference without the physical presence of a quorum of the members during a public health disaster as long as several enumerated conditions are met; and

WHEREAS, pursuant to Public Act 94-1058, the Village of Tinley Park (the "Village") permits remote participation in open and closed meetings by telephone or other electronic means, with certain limitations; and

WHEREAS, to ensure the maintenance of the confidential nature of closed session discussions, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to amend the Municipal Code to require requests for remote participation in closed session meetings to be made and approved by the Village Board;

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

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

SECTION 2: That Title III Chapter 30 Section 30.28 entitled "Participation in Meetings by Telephone or Other Electronic Means" of the Tinley Park Municipal Code be and is hereby amended by adding the following underlined language as follows:

§ 30.28 PARTICIPATION IN MEETINGS BY TELEPHONE OR OTHER ELECTRONIC MEANS.

* * *

(C) Rules and procedures.

* * *

(11) No member of any village board, committee or commission shall be allowed to participate in any meeting by telephone conference call or other electronic means more than three times in a fiscal year, except for members of the Village Board who are serving as non-voting liaison to a committee or commission.

(12) All requests to remotely attend closed session meetings, including those made pursuant to 5 ILCS 120/7(e), shall be included in the open meeting's agenda and approved, by motion, during the open meeting, regardless if the open meeting is being conducted pursuant to 5 ILCS 120/7(e).

SECTION 3: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That this Ordinance shall be in full force and effect beginning on May 1, 2020.

SECTION 5: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 20th day of October, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 20th day of October, 2020.

ATTEST:

VILLAGE PRESIDENT

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-067, “AN ORDINANCE AMENDING TITLE III CHAPTER 30 REGARDING PARTICIPATION IN MEETINGS BY TELEPHONE OR OTHER ELECTRONIC MEANS,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 20, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of October, 2020.

KRISTIN A. THIRION, VILLAGE CLERK



Interoffice Memo

Date: October 20, 2020
To: Village Board
From: Steve Clemmer, IT Technician
Subject: CAPSYS/OnBase Upgrade

The Village of Tinley Park is operating on legacy versions of CAPSYS CAPTURE & Hyland OnBase. These systems are utilized by multiple departments for ...(Clerks, HR, Community Development and Management/ Agenda Management is used by all Departments)... Both systems are several major versions behind and require highly recommended security updates & fixes only available with the latest versions of software. Continuing to run on legacy versions also limits our ability to add new modules / functionality, for instance functionality related to Agenda management / citizen participation for the Clerk's office. Secondly, both software packages are unsupported on current Microsoft O.S., which means we cannot update the system server Operating systems or SQL server to 2019. Finally our current version of CAPSYS CAPTURE is end-of-life and requires an immediate upgrade in order for IDT to continue to provide full support backed by CAPSYS (Manufacturer). The risk is if a serious issue occurs, we may be forced to upgrade on an emergency basis which will likely result in higher costs & extended system downtime.

Staff seeks recommendation by the Committee of the Whole to move this item to the November 17, 2020, Village Board meeting for approval to enter into an agreement with Integrated Document Technologies for CAPSYS and OnBase Upgrades at a cost of \$22,000. Funding for this upgrade is available in the FY 2021 Budget.

CAPSYS & OnBase System Upgrades / Redundant OnBase Application Server & Test System Deployment



Integrated Document Technologies
 1009 Hawthorn drive
 Itasca, IL 60143
 Phone: (949) 542-7097
 Fax: (630) 875-1101

Village of Tinley Park
 Dennis Maleski
dmaleski@tinleypark.org

Prepared by: Michael Nolfo, President
 6/11/20

QTY	Description		
Hyland Optional Add-On Licensing			
1	Hyland OnBase - Document Import Module (DIP) - Imports documents (scanned or other) and their respective Index information - Customer declined-	\$5,000	\$0
Note:	<i>In the event VTP decides to run the DIP process on the second redundant server (optional), This license would need to be added for a redundant configuration. Should VTP opt not to purchase this second DIP license, than you would only have one instance of DIP running on the primary server.</i>		
1	Hyland OnBase - Document Import Module Annual Maintenance (12 Months) - Customer declined-	\$1,000	\$0
Optional Hyland OnBase License & Additional SWA			\$0

CAPSYS & Hyland CONFIGURATION, UPGRADE & DEPLOYMENT SERVICES (ONE-TIME FEE)

All professional services are a Not-to-Exceed Estimate

Professional Services during Standard Business Hours (Performed remotely)

24	Project Management, status meetings, software installation and upgrade services for the following: Perform an In-place upgrade to move to CAPSYS CAPTURE 2019. (See CAPSYS/OnBase Environment Documentation below). Includes Testing batch profile(s), scanner connectivity and ExportPro module to new OnBase version.	\$185	\$4,440
48	Perform a new installation of Hyland OnBase Foundation EP2 or EP3 (depending on timing) on the new VMs for Production. (Will mitigate downtime and production interruptions to current environment including Agenda Management). Update & test the Agenda Management workflow processes. Convert & Test existing (2) Agenda Input eForms. Migrate & Test all document types to Full Text OCR License (replace deprecated Autonomy Idol License). Test all HR Unity Forms & workflow processes.	\$185	\$8,880
40	Upgrade and update the Agenda Management legacy agenda item forms, workflow, and custom scripts as required. <i>Please note: IDT and Hyland recommends that the Village move to using Unity Forms in the future, although the Village may continue to stay on the current implementation at this time. (These services can be quoted separately by IDT when the Village is ready to make this move).</i>	\$185	\$7,400
8	Add (1) redundant OnBase application VM to the OnBase production environment, (1) redundant SQL server & (1) redundant image storage location. Configure (1) new redundant DIP License to new application server.	\$185	\$1,480
1	Upgrade Hyland test environment & Sync the Test system to the OnBase production system. (Optional)- Customer Declined-	\$7,400	\$0

Recommended CAPSYS/OnBase Environment

- (Current) Tp-vhvdmcapp – Capsys App Server
- (Current) Tp-vhvdmcweb – Capsys Web Server
- (Current) Tp-vhvdctest – OnBase Test Server. Add another redundant Test server if we have (2) OnBase application servers.
- (Current) Tp-vhvdmhapp – Hyland Production Application Server
- (New) Tp-vhvdmhapp 2 – Hyland Production Application (redundant) Server
- (Current) SQL Server (CAPSYS & Hyland shared)
- (New) SQL Server 2- (CAPSYS & Hyland shared)

Assumptions: Village of Tinley Park is current on their CAPSYS and Hyland OnBase Maintenance which is required in order to be eligible to receive any new software versions.
 IDT will be provided remote access during standard business hours M-F 9am-5pm CT to hardware for implementation.

Except as noted in this proposal: no new processes, application development, new functionality or integrations are included in project scope within CAPSYS or Hyland OnBase.

Village of Tinley Park will provide copies of images and databases as required throughout the upgrades.

All Microsoft SQL Server 2019 & WIN 2016 O.S. licensing will be provided by Village of Tinley Park for this project.

IDT will acquire the updated licensing for CAPSYS CAPTURE and Hyland OnBase (Includes updated Full Text OCR from Hyland).

IDT will migrate the current functionality for Agenda Management over into OnBase Foundation version installed at the Village of Tinley Park.

Village of Tinley Park will provide the necessary I.T. resources required for the project.

Notes:

The above pricing is a not to exceed estimate based on the documented scope of work, subject to final agreed upon SOW. Any work outside of scope will be subject to a change control, which may impact the amount of services and timelines required to complete the project. IDT will only invoice for actual service hours rendered. Assumes all services will be performed remotely during standard business hours, M-F from 8 am-5 PM CT. IDT's rate for services performed during standard business hours is \$185.00/hour. Any services performed afterhours or on weekend work will be subject to the rate of \$275/hour and will require pre-approval.

Professional Services Subtotal: \$22,200

TOTAL COST (Excluding applicable sales tax): \$22,200

This proposal is valid for 60 days and excludes applicable sales tax. Prices do not include expenses such as, travel, per diem, lodging, phone, fax, etc. incurred by IDT or its agents as related to this proposal. Expenses will be billed at actual cost incurred by IDT. All professional services will be invoiced semi-monthly as services are rendered and are due net 30 day terms.

Village Of Tinley Park- Authorized Signature

Date



Interoffice Memo

Date: October 13, 2020
To: Village Board of Trustees
Cc: David Niemeyer, Village Manager
From: Hannah Lipman, Management Analyst
Subject: Liquor & Video Gaming – Sunday Hours

Background:

The purpose of this memo is to discuss changing Sunday Liquor Sale hours. Throughout the past few years, there have been various licensed establishments in town that petition the Mayor's Office to change the Sunday Liquor Sale hours.

Title XI Chapter 112 Section 21 (A) of the Village's Municipal Code reads as follows:

§ 112.21 HOURS.

- (A) It shall be unlawful to keep open to the public or to permit to be opened in the village **any place where alcoholic liquor is sold** for consumption on the premises between the hours of 2:00 a.m. and 6:00 a.m. on any weekday or Saturday, or between the hours of 4:00 a.m. and 6:00 a.m. on New Year's Day, or between the hours of 2:00 a.m. and **12:00 o'clock noon on Sunday**. However, licensees operating a **golf course** within the village shall be prohibited from selling alcoholic liquor between the hours of 2:00 a.m. and **8:00 a.m. on Sunday**. If approved by the Local Liquor Control Commissioner and upon payment of the annual fee, holders of a Class A license shall be allowed to remain open to the public until 3:00 a.m. on Saturday and Sunday. Extended hours allowed pursuant to this section may be revoked by the Local Liquor Control Commissioner for any violations of state law or this chapter. It shall be unlawful to sell, offer to sell, dispense, mix, pour, give away or otherwise serve any alcoholic liquors during such hours. It shall be further unlawful to allow anyone to consume alcoholic liquors on any licensed premises during such hours.

A survey of other municipalities was completed to determine how the Village compares on this topic. Of the other towns surveyed, there is only one other municipality who prohibits Sunday sales until noon like the Village currently does.

Municipality	Sunday Sale Start Time	Additional Info
Addison	11:00 AM	Retail / events can begin 9AM
Downers Grove	9:00 AM	
Des Plaines	12:00 PM	Retail 9AM / Bars 10:30AM
Elmhurst	11:00 AM	Licenses vary
Frankfort	7:00 AM	
Lisle	10:00 AM	
Lombard	9:00 AM	
Naperville	7:00 AM	
Oak Lawn	11:00 AM	Retail 9AM
Orland Park	11:00 AM	Golf Course 10AM / Events 9AM
Schaumburg	7:00 AM	
Streamwood	9:00 AM	
Tinley Park	12:00 PM	Golf course 8AM
Westmont	7:00 AM	
Wheaton	7:00 AM	Licenses vary
Woodridge	6:00 AM	

Considerations for Discussion:

- What time should Sunday sales begin?
- Should the sales start time be the same across the board for all license classifications? If not, which types of establishments will have different hours?
- Currently, video gaming can only operate in conjunction with sales of liquor; will this practice continue as is if Sunday sales start earlier?
- Truck Stop Sunday hours need to be determined.



Interoffice Memo

Date: October 15, 2020

To: Committee of the Whole

From: Matt Walsh, Chief of Police

Cc: David Niemeyer, Village Manager

Subject: Chronic Nuisance Property Ordinance

The Village of Tinley Park, as a home rule unit of government, can define, prevent, and abate ordinances. In order for the Village and our Police Department to better monitor local businesses and properties, a Chronic Nuisance Property Ordinance is highly recommended. A property is considered a Chronic Nuisance Property when three or more nuisance activities (as defined in the ordinance) have occurred within a 12-month period.

The Chief of Police must review each occurrence and determine whether they describe nuisance activities. Upon such finding, the Chief shall notify the person in charge in writing that the property is becoming a chronic nuisance property. Should the person in charge fail to prevent the property from becoming a chronic nuisance property, the Chief of Police or designee may commence proceedings to abate the nuisance conditions.

A judicial abatement remedy, after the property has been determined to be a chronic nuisance property, can close the property for a period of not less than 30 days, but not more than 180 days. The violator will also be subject to a fine of not less than \$500 nor more than \$750 per day. Each day on which a violation of the chapter continues shall be considered a separate and distinct offense. The Ordinance is attached for review and feedback.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE

NO. _____

**AN ORDINANCE AMENDING THE VILLAGE CODE AND ADOPTING A CHRONIC
NUISANCE PROPERTY ABATEMENT ORDINANCE**

**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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE VILLAGE CODE AND ADOPTING A CHRONIC NUISANCE PROPERTY ABATEMENT 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, pursuant to 65 Ill. Comp. Stat. Ann. 5/11-60-2, the corporate authorities of each municipality may define, prevent, and abate nuisances; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, desire to abate and prevent prospective criminal and quasi-criminal activities on real property by making the owner, property manager, and/or occupant responsible for the criminal and quasi-criminal activities which take place on the real property under control; and

WHEREAS, the President and Board of Trustees believe that it is in the best interests of the Village and its residents to amending the Village Code and adopting a “Chronic Nuisance Property Abatement” Ordinance; and

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, 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 Title 9 Chapter 9 of the Tinley Park Village Code entitled “Nuisances” is hereby amended by adding the following underlined language to be read in its entirety as follows:

CHRONIC NUISANCE PROPERTY ABATEMENT

§ 98.40 VIOLATION.

(A) It shall be unlawful for any property within the Village to become or remain a chronic nuisance property in violation of this chapter.

(B) It shall be unlawful for any person or person in charge to:

(1) Suffer or permit a property to become a chronic nuisance property; and

(2) Allow a property to continue as a chronic nuisance property.

(C) Each day on which a violation of the chapter continues shall be considered a separate and distinct offense.

§ 98.41 DEFINITIONS

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

CHIEF OF POLICE. The Chief of Police of the Village of Tinley Park or his/her designee.

CHRONIC NUISANCE PROPERTY. Property upon which three or more nuisance activities have occurred within a 12-month period as a result of any three separate factual events that have been independently investigated by any law enforcement agency.

CONTROL. The ability to regulate, restrain, dominate, counteract, or govern conduct that occurs on that property.

NUISANCE ACTIVITIES. Any of the following activities, behaviors, or conduct, as defined by federal, state or Village ordinance:

- (1) Disorderly conduct as defined in ILCS Ch. 720, Act 5, § 26-1.
- (2) Unlawful use of weapons as defined in ILCS Ch. 720, Act 5, § 24-1 et seq.
- (3) Mob action as defined in ILCS Ch. 720, Act 5, § 25-1.
- (4) Discharge of a firearm as defined in ILCS Ch. 720, Act 5, §§ 24-1.2 and 24-1.5.
- (5) Gambling as defined by ILCS Ch. 720, Act 5, § 28-1.
- (6) Possession, manufacture, or delivery of controlled substances as defined by ILCS Ch. 720, Act 570, §§ 401 et seq.
- (7) Public indecency as defined by ILCS Ch. 720, Act 5, § 11-9.
- (8) Assault or battery or any related offenses as defined in ILCS Ch. 720, Act 5, §§ 12-1 et seq.
- (9) Sexual abuse or related offense as defined in ILCS Ch. 720, Act 5, §§ 12-15 et seq.
- (10) Prostitution as defined in ILCS Ch. 720, Act 5, §§ 11-14 et seq.
- (11) Criminal damage to property as defined in ILCS Ch. 720, Act 5, §§ 21-1 et seq.
- (12) Illegal consumption or possession of alcohol as defined in ILCS Ch. 235, Act 5, §§ 1 et seq.
- (13) Criminal housing management as defined in ILCS Ch. 720, Act 5, § 12-5.1.
- (14) Structure unfit for human occupancy as defined in the Village's Property Maintenance Code.

(15) Unsafe structure as defined in the Village's Property Maintenance Code.

(16) Unlawful structure as defined in the Village's Property Maintenance Code.

(17) Multiple and serious violations of the Village's Property Maintenance Code continuing after disposition of a housing court complaint for those violations.

(18) Activity that constitutes a violation of a felony or Class A misdemeanor pursuant to a federal or Illinois statute.

OWNER. Any person, partnership, land trust, or corporation having any legal or equitable interest in the property. OWNER includes, but is not limited to:

(1) A mortgagee in possession in who is vested:

(a) All or party of the legal title to the property;

(b) All or part of the beneficial ownership and the rights to the present use and enjoyment of the premises.

(2) An occupant who can control what occurs on the property.

(3) Any person acting as an agent of an owner as defined herein.

PERMIT. To suffer, allow, consent to, acquiesce by failure to prevent, or expressly assent or agree to the doing of an act.

PERSON. Any natural person, association, partnership, corporation, or other entity capable of owning, occupying, or using property in the Village.

PERSON IN CHARGE. Any person in actual or constructive possession of a property, including but not limited to, an owner, occupant of property under his or her ownership or control.

PROPERTY. Any real property, including land and that which affixed, incidental, or pertinent to land, including but not limited to, any premises, room, house, building, or structure, or any separate part or portion thereof, whether permitted or not.

§ 98.42 PROCEDURE.

(A) When the Chief of Police of the Village receives one or more police reports documenting the occurrence of a nuisance activity on or within a property, the Chief of Police shall independently review such reports to determine whether they describe nuisance activities.

(B) Upon such finding, the Chief shall:

(1) Notify the person in charge in writing that the property is in danger of becoming a chronic nuisance property. The notice shall contain the following information:

(a) The street address or legal description sufficient for identification of the property;

(b) A statement that the Police Department has information that the property may be a chronic nuisance property, with a concise description of the nuisance activities that may exist or that have occurred;

(c) Service shall be made either personally or by first class mail, postage prepaid, return receipt requested, address to the person in charge at the address of the property believed to be a chronic nuisance property, or such other place which is likely to give the person in charge notice of the determination by the Chief of Police;

(d) A copy of the notice shall be served on the taxpayer of record at such address as shown on the tax rolls of the county and/or the occupant, at the address of the property if these persons are different from the person in charge, and shall be made either personally or by first class mail, postage prepaid;

(e) The failure of any person to receive notice that the property may be a chronic nuisance property shall not invalidate or otherwise affect the proceedings under this chapter.

(C) Should the person in charge fail to prevent the property from becoming a chronic nuisance property, the Chief of Police or his designee may commence proceedings to abate the nuisance conditions. The Village shall have the right, in its sole discretion, to pursue nuisance abatement proceedings either in the Circuit Court of Cook County, or through administrative adjudication of building and housing violations, as provided in this Code of Ordinances.

§ 98.43 JUDICIAL REMEDIES.

(A) In the event the Village pursues a judicial abatement remedy and in the event that a court determines a property to be a chronic nuisance property, the court may order that the property be closed and secured against all use and occupancy for a period of not less than 30 days, but not more than 180 days or the court may employ any other remedy deemed by it appropriate to abate the nuisance.

(B) In addition to the remedy provided in division (A) above, the violator shall be subject to a fine of not less than \$500 nor more than \$750 per day, payable to the Village of Tinley Park, for each day the owner or his agent had actual knowledge that the property was a public nuisance property and permitted the property to remain a public nuisance property.

(C) In determining what remedy or remedies to employ, the court may consider evidence of other conduct that has occurred on the property, including, but not limited to:

(1) The disturbance of neighbors;

(2) The occurrence of other nuisance on or from the property;

(3) The property's general reputation and/or reputation of persons in or frequenting the property.

(D) The court may authorize the Village to physically secure the property against use or occupancy in the event the owner fails to do so within the time specified by the court. In the event that the Village is authorized to secure the property, all costs reasonably incurred by the Village to affect the closure shall be made and assessed as a lien against the property and debt to the Village. As used herein, COSTS mean those costs actually incurred by the Village for the physical securing of the property.

(E) The Building Department employee effecting the closure shall prepare a statement of costs, and the Village shall thereafter submit said statement to the court for its review. If no objection to the statement is made within the period described by the court, a lien in said amount may be recorded against said property.

(F) Any person who is assessed the cost of closure and/or civil penalty by the court shall be personally liable for the payment there of to the Village.

SECTION 3: That the Village Clerk be and is hereby directed to publish this Ordinance in pamphlet form.

SECTION 4: Any policy, resolution or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 20th day of October, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 20th day of October, 2020.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. _____, “AN ORDINANCE AMENDING THE VILLAGE CODE AND ADOPTING A CHRONIC NUISANCE PROPERTY ABATEMENT ORDINANCE” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 20, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of October, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

**PUBLIC
COMMENT**

ADJOURNMENT