

NOTICE OF THE SPECIAL COMMITTEE OF THE WHOLE MEETING

The special meeting of the Committee of the Whole is scheduled for
Tuesday, April 13, 2021 beginning at 6:30 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.

Meetings are open to the public, but members of the public may continue to submit their public comments or requests to speak telephonically in advance of the meeting to clerksoffice@tinleypark.org or place requests in the Drop Box at the Village Hall by noon on April 13, 2021. 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.

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, April 13, 2021, beginning at 6:30 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 MEETINGS HELD ON MARCH 11, AND MARCH 16, 2021.
3. RECEIVE PRESENTATION OF THE FISCAL YEAR 2020 AUDIT.
4. DISCUSS RESOLUTION AUTHORIZING YEAR END TRANSFERS.
5. DISCUSS AMENDMENT TO RESOLUTION 2021-R-011 AUTHORIZING A PROPOSAL WITH VAN BRUGGEN SIGNS, INC. FOR THE PURCHASE OF A DIGITAL JUMBOTRON SIGN.
6. DISCUSS SIGN GRANT FOR MEDPRO HEALTH PROVIDERS, LLC, 16820 OAK PARK AVENUE.
7. DISCUSS WATER RATE INCREASE.
8. DISCUSS POLICE DEPARTMENT SIMULCAST RADIO UPGRADE PHASE #1.
9. DISCUSS POLICE DEPARTMENT RADIO UPGRADE NINE (9) RECEIVER SITES.
10. DISCUSS ENTERPRISE FLEET MANAGEMENT PROGRAM.
11. DISCUSS 2021 PAVEMENT MANAGEMENT PROGRAM (PMP).
 - a. PMP APPROPRIATION OF FUNDS
 - b. PMP ENGINEERING AGREEMENT
12. DISCUSS 2021 SIDEWALK & CURB REPLACEMENT PROGRAM.
13. DISCUSS ANNUAL MAINTENANCE AND INSPECTION OF VILLAGE FACILITIES HVAC UNIT CONTRACTS.
14. DISCUSS ANNUAL MAINTENANCE & INSPECTION OF VILLAGE FACILITIES BUILDING AUTOMATION SYSTEMS.
15. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION, VILLAGE CLERK

MINUTES
Special Meeting of the Committee of the Whole
March 11, 2021 – 5:30 p.m.
Village Hall of Tinley Park – Council Chambers
16250 S. Oak Park Avenue
Tinley Park, IL 60477

President Pro Tem Glotz called the special meeting of the Committee of the Whole on March 11, 2021, to order at 5:35 p.m.

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

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
W. Brady, Village Trustee
W. Brennan, Village Trustee
D. Galante, Village Trustee
M. Mueller, Village Trustee
J. Vandenberg, Village President (Participated electronically. Arrived at 5:45.)

Members Absent:

Staff Present: D. Niemeyer, Village Manager
L. Godette, Deputy Clerk
J. Urbanski, Public Works Director
B. Bettenhausen, Village Treasurer
A. Brown, Assistant Village Treasurer
P. Cordero, Business Development Manager
H. Lipman, Assistant to the Village Manager

Others Present:

Item #2 - CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD ON MARCH 2, 2021

– Motion was made by Trustee Glotz, seconded by Trustee Mueller, to approve the minutes of the Committee of the Whole meeting, as amended, held on March 2, 2021. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

Item #3 – DISCUSS INCENTIVE AGREEMENT FOR BOULEVARD RESTAURANT –

Priscilla Cordero, Business Development Manager, presented the agreement. Ed Nemec proposes to build out approximately 6,900 sq. ft. of space on the lower level of the Boulevard at Central Station for a first-class, upscale casual restaurant. Mr. Nemec projects the buildout to cost approximately One Million Nine Hundred Fifty-Nine Thousand Eight Hundred Dollars (\$1,959,800) and is seeking financial assistance from the Village.

The proposed restaurant concept is an Italian-inspired tapas-style menu with shareable small plates, along with a full bar, outdoor dining area, and banquet space. The first phase will include a 35-seat restaurant with an outdoor dining area and a carry-out/TOGO area. The second phase includes a 140-seat banquet area. Mr. Nemec has nearly 40 years of restaurant experience including previously owning other entities. His latest venture was with the Dancing Marlin Restaurant.

Ed Nemec has requested \$300,000 in assistance; \$230,000 of the request is upfront to support the build-out with the remaining \$70,000 paid through sales tax sharing over three (3) years. The Village would share part of the 1% State of Illinois Sales Tax collected. The Village's home rule tax is not part of the incentive. For the benefit of the tenant, the Village's economic assistance operates in the following manner. The Village has set a Maximum Reimbursement Amount of \$300,000 or 18% of the Actual Project Costs, whichever is less. That assistance can come from two sources, Tax Increment Financing (TIF) reimbursement (for TIF-eligible costs) and sales tax incentive. The TIF reimbursement is capped at \$230,000, while the sales tax incentive is capped at \$70,000. If the Project Budget goes down, which reduces the TIF-eligible expenses, the sales tax incentive can increase up to \$70,000, and vice versa. However, if TIF-eligible expenses are reduced to \$150,000, the Tenant will only receive a maximum of \$70,000 in sales tax incentives; the funding can slide up or down, but only to caps established in the Agreement.

Incentive (part 1):

The initial incentive will be distributed from the capital project fund with reimbursement coming from the New Bremen TIF district. The Village will require proof of paid invoices to be submitted so all eligible TIF expenditures can be identified and reimbursed in accordance with the TIF Act. Any portion of the distribution that is not reimbursed by the TIF district will be reimbursed to the capital projects fund through the sales tax generated from the restaurant. Said portion of the maximum TIF reimbursement amount shall not exceed \$230,000. The reimbursement will be provided after all paid invoices related to the Project have been submitted to Village Staff and the Restaurant is operational.

Incentive (part 2):

The Village will retain sales tax generated on the first \$1 million of taxable sales (\$10,000 in sales tax distributed), share 100% of the retailer's occupational sales tax (not eligible for home rule municipal retailer's occupation tax and home rule service occupation tax) with the restaurant up to a cap of \$70,000 of sales tax distributed. Per the projections provided by the restaurant group, the sales tax incentive would be distributed as follows (actual amount distributed will vary based on the actual sales tax generated by the restaurant in the years of operation):

- Year One-\$15,000
- Year Two-\$27,000
- Year Three-\$28,000 (\$70,000 cap achieved)

While the Village's total sales tax rate is 1.75%, the rebate is based upon the 1% state tax and does not include the .75% home rule tax.

Additional language is being discussed in the agreement to provide the Village, first lien position on all business assets.

Other sources of funding include \$150k-\$200k towards build-out costs provided by the developer, as well as private investors.

Benefits to the Village include the potential to attract business to create the desired synergy to attract Millennials, a vital demographic, to the Downtown; serving as an anchor to attract related entertainment, visitor and tourism businesses, adding an estimated 50 new jobs and; has the potential to generate sales tax for the Village.

Trustee Berg stated she does not support the distribution of funds to new businesses while long- time Tinley Park businesses are struggling. Trustee Galante concurred.

Trustee Galante asked for clarification on the number of jobs being created. Ms. Cordero stated it is 50. The number specified in the backup was an error. Trustee Galante also asked if the restaurant group will need to come back in front of the Board for any further approvals regarding funding/proof of funding and if there is a timeline to prevent the project from lasting longer than necessary. Ms. Cordero replied, the agreement will contain construction start and completion dates, and to be reimbursed, the project must be completed within the timeframe stated in the agreement, receipts must be submitted, and the restaurant must be functioning. David Niemeyer, Village Manager, reiterated that the incentive will not be received by the restaurant group unless the project is complete adding proof of funding is not included in development agreements.

Trustee Glotz asked Brad Bettenhausen, Village Treasurer, and Andrew Brown, Assistant Village Treasurer if they reviewed and support this agreement. Both replied they do. Mr. Brown added the sales tax sharing in the agreement is structured for five (5) years. Based on the projections provided by the restaurant group, the \$70,000 cap will be met in the three (3) year timeline provided. Also, as protection for the Village, a Maximum Reimbursement Amount has been set to prevent the restaurant group from devaluing the project. Ms. Cordero noted the stipulation that the location must remain a restaurant for the entire duration of the five (5) year agreement is included.

Trustee Glotz asked Mr. Bettenhausen if the structure of the agreement is standard practice. Mr. Bettenhausen replied the Village has only entered into one (1) other restaurant incentive agreement, but each request is unique so they will not be stock agreements.

Trustee Mueller feels this is a responsible use of TIF funds. He added the Economic and Commercial Commission (ECC) meeting on this item went very well. Ms. Cordero noted the ECC voted 9-0 to recommend approval.

Trustee Brennan stated that many of the costs are fixed costs that will ensure this space remains a restaurant.

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

Item #4 – DISCUSS MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PROGRAM

UPDATE – John Urbanski, Public Works Director, presented the MS4 update. The current reporting period for the Village's General Storm Water Permit for Small Municipal Separate Storm Sewer Systems (MS4) began in April 2020 and extends to March 2021. The Village began this MS4 Program in April 2017 and the current IEPA ILR40 General Permit expired on February 28, 2021. IEPA is working on an updated permit at which time the Village will renew its permit.

The Village Stormwater Management Program has implemented most of the tasks outlined in the current IEPA National Pollutant Discharge Elimination System (NPDES) Permit Program which is designed to reduce the discharge of pollutants from the storm sewer system to the maximum extent possible to rivers and streams.

The Village's Best Management Practices (BMP's) are requirements set and required to be followed by all new developments and re-development of existing sites. This program requires the Village to outline its BMP control measures, measure and report them annually. These tasks include the following:

- Public Education and Outreach:
 - o The Village website provides information/links to articles related to water quality.
- Public Participation and Involvement:
 - o Annual Spring Clean-Up Day.
- Illicit Discharge Detection and Elimination:
 - o Annual storm Water Management Facility Inspections.
- Construction and Post-Construction Site Runoff Control:
 - o Enforcement of the Village's Erosion and Sediment Control Ordinance.
- Pollution Prevention and Good Housekeeping:
 - o Staff Training.
 - o Inspection and Maintenance Program.

Item #5 – DISCUSS SERVICE CONTRACT RENEWAL FOR IRRIGATION MAINTENANCE –

President Pro Tem Glotz presented the irrigation renewal. This service contract is a renewal to provide start-up, winterization, and repair services to our irrigation systems at three (3) Streets Department locations and four (4) Facilities Department locations.

- | | |
|-------------------|-------------------------------|
| • LaGrange Road | • Oak Park Ave. Metra Station |
| • Harlem Avenue | • Village Hall |
| • 171st Medians | • Police Station |
| • Fire Station #4 | |

Public Works is recommending an extension of the current contract for one (1) additional year for irrigation services on seven (7) locations throughout Tinley Park. The contract has the option of two (2) – one (1) year renewals. This would be the first extension of the contract.

In the past year, Aquamist has proven to be a professional, reliable contractor with reasonable rates.

Funding is requested in the FY22 Budget.

Budget Available	\$49,960.00
Anticipated Costs (3% increase)	<u>\$40,447.20</u>
Difference (under budget)	\$ 9,512.80

Trustee Galante would like to know the total number of zones in the seven (7) areas. Mr. Urbanski will forward this information to her.

Motion was made by Trustee Glotz, seconded by Trustee Berg, to recommend a service contract renewal for irrigation maintenance with Aquamist, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Glotz, Mueller. Nays: None. Absent: None. Abstain: Galante. President Pro Tem Glotz declared the motion carried.

Item #6 – DISCUSS SERVICE CONTRACT RENEWAL FOR MOWING – President Pro Tem Glotz presented the mowing renewal. Public Works recommended an extension of the current contract for one (1) additional year for mowing service on two hundred thirty-four (234) acres of turf in various locations in Tinley Park. The contract has the option of 2 (two) – 1 (one) year renewals. This would be the second and final

extension. In the past two (2) years, Ridge Landscape Services has proven to be a professional, reliable contractor with reasonable rates.

Funding in the amount of \$248,896 is requested in the FY22 Budget; Road and Bridge, Facilities, Water and CPL Operating and Maintenance Budget.

Budget Available	\$248,896.00
Costs Lawn Maintenance (24 mowing's with 3% increase)	<u>\$195,004.80</u>
Difference (under budget)	\$ 53,891.20

Trustee Galante asked why this did not go out to bid. Mr. Urbanski stated this is an extensive program that many smaller contractors are not equipped to handle.

Motion was made by Trustee Glotz, seconded by Trustee Brennan, to recommend a service contract renewal for mowing with Ridge Landscape Services, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

Item #7 – DISCUSS SERVICE CONTRACT RENEWAL FOR LANDSCAPE BED MAINTENANCE –
President Pro Tem Glotz presented the landscape bed renewal. Public Works is recommending the extension of the current contract for one (1) additional year for landscape bed maintenance at various locations in Tinley Park. The contract has the option of two (2) – one (1) year renewals. This would be the second and final extension.

In 2019 this service contract was advertised and bid in accordance with state bidding laws and provided the Village the potential of extending the contract for two (2) additional years. In the past two (2) years Christy Webber Landscape has proven to be a professional, reliable contractor with reasonable rates.

Funding in the amount of \$160,000 will be available in the FY22 Budget; Road and Bridge.

Budget Available	\$160,000.00
Costs Landscaped Bed Maintenance	<u>\$157,360.25</u>
Difference (Under Budget)	\$ 2,639.75

Trustee Galante asked if the contract is for maintenance only or is planting included. Mr. Urbanski replied, per the contract, shrubbery replacements would be on a flat rate time and material ticket.

Motion was made by Trustee Berg, seconded by Trustee Glotz, to recommend a service contract renewal for landscape bed maintenance with Christy Webber Landscape, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

Item #8 – DISCUSS SERVICE CONTRACT RENEWAL FOR STORMWATER MAINTENANCE –
President Pro Tem Glotz presented the stormwater renewal. Public Works is recommending the extension of the current contract for one (1) additional year for Stormwater maintenance at various locations in Tinley Park. The contract has the option of two (2) – one (1) year renewals. This would be the second and final extension. In the past two (2) years Cardno Inc. has proven to be a professional, reliable contractor with reasonable rates.

Funding in the amount of \$189,500 will be available in the FY22 Budget; Storm Water Management.

Budget Available	\$189,500
Costs Stormwater Area Maintenance	<u>\$189,500</u>
Difference	\$ 0

Motion was made by Trustee Muller, seconded by Trustee Brady, to recommend a service contract renewal for stormwater maintenance with Cardno Inc., be forwarded to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

Item #9 - DISCUSS SERVICE CONTRACT FOR LAWN TREATMENT – President Pro Tem Glotz presented the lawn treatment contract. Public Works has recommend awarding a contract for lawn treatments at various locations in Tinley Park. The contract has the option of two (2) – one (1) year renewals.

The service contract was advertised February 9th, 2021 in accordance with state bidding laws; two (2) sealed bids were received. Bids were opened and read publicly on Thursday, February 25th, 2021 at 12:30 p.m. and received as follows:

Contractor	Location	Program 1	Program 2	TOTAL
TruGreen	Crestwood, IL	\$25,484	\$15,623	\$41,107
*Eternally Green Lawn Care	Frankfort, IL	\$29,980	\$29,980	\$59,960
* Did not meet bid specifications (calculation)				

Funding in the amount of \$45,000 is requested in the FY22 Budget; Road and Bridge.

Budget Available	\$45,000
Bid Amount	<u>\$41,107</u>
Difference (Under Budget)	\$ 3,893

Trustee Brennan asked if there were any bids from contractors in Tinley Park. Mr. Urbanski replied no.

Motion was made by Trustee Berg, seconded by Trustee Brennan, to recommend a service contract for lawn treatment with TruGreen, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

Item #10 - RECEIVE COMMENTS FROM THE PUBLIC –

Mr. Urbanski thanked Kelly Mulqueeney for her hard work on the presented contracts.

President Pro Tem Glotz asked if there were any comments from the public. There were none.

Laura Godette, Deputy Village Clerk, stated there was no written comment or request to speak telephonically.

Motion was made by Trustee Brennan, seconded by Trustee Glotz, at 6:09 p.m. to adjourn to Executive Session to discuss the following:

- A. SECURITY PROCEDURES, AND THE USE OF PERSONNEL AND EQUIPMENT TO RESPOND TO AN ACTUAL, A THREATENED, OR A REASONABLY POTENTIAL DANGER TO THE SAFETY OF EMPLOYEES, STUDENTS, STAFF, THE PUBLIC, OR PUBLIC PROPERTY.
- B. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.

Motion was made by Trustee Brady, seconded by Trustee Brennan, to adjourn the Committee of the Whole. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the meeting adjourned at 6:21 p.m.

dm

MINUTES
Special Meeting of the Committee of the Whole
March 16, 2021 – 5:15 p.m.
Village Hall of Tinley Park – Council Chambers
16250 S. Oak Park Avenue
Tinley Park, IL 60477

President Pro Tem Brennan called the special meeting of the Committee of the Whole on March 16, 2021, to order at 5:19 p.m.

At this time, President Pro Tem Brennan 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 Brennan introduced ground rules for effective and clear conduct of Village business. Elected officials confirmed they were able to hear one another.

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

Members Present: M. Glotz, Village President Pro Tem (Arrived at 5:34)
C. Berg, Village Trustee (Arrived at 5:23)
W. Brady, Village Trustee
W. Brennan, Village Trustee
D. Galante, Village Trustee
M. Mueller, Village Trustee

Members Absent: J. Vandenberg, Village President
K. Thirion, Village Clerk

Staff Present: D. Niemeyer, Village Manager
L. Godette, Deputy Clerk
J. Urbanski, Public Works Director
B. Bettenhausen, Village Treasurer
A. Brown, Assistant Village Treasurer
D. Persha, Police Sergeant
F. Reeder, Fire Chief
D. Framke, Marketing Director
K. Clarke, Community Development Director
A. Ardolino, Information Technology Manager

Others Present: Toni Preckwinkle, Cook County Village Board President (Participated Electronically)

Item #2 - RECEIVE UPDATE ON COVID 19 FROM COOK COUNTY BOARD PRESIDENT

TONI PRECKWINKLE – President Pro Tem Brennan introduced Toni Preckwinkle, Cook County Village Board President. President Preckwinkle stated Cook County passed a balanced budget with no new taxes along with establishing an equity fund at the end of 2020. She thanked the Village Board for their cooperation and support in opening the first mass COVID-19 vaccination site in Cook County at the Tinley Park Convention Center. The site has been administering more than 2000 vaccines per day since opening on January 26, 2021. Additional vaccination locations have since opened in suburban Cook County.

Item #3 – REVIEW 2022 FISCAL YEAR BUDGET – The Committee of the Whole Budget Review included an overview of the 2022 Fiscal Year (FY 22) Budget and presentations by the Fire Department; Public Works Department; Marketing Department; Community Development; Police Department; EMA/911 Department; Manager's Office and Mayor's Office; Information Technology Department; Clerk's Office and; Finance Department.

Andrew Brown, Assistant Village Treasurer, presented an overview of the FY 22 budget. A total of \$11,907,990 in capital requests were submitted for FY 22; \$6,855,668 has been recommended to be funded. A total of \$1,762,402 in personnel requests were submitted for FY 22; \$376,520 has been recommended. The impact due to the COVID-19 pandemic was outlined along with revenue and expenditure projections for the following funds: Commuter Parking; General; Hotel/Motel; Motor Fuel Tax; Storm Water and; Water & Sewer.

David Niemeyer, Village Manager, presented an overview of the Mayor and Trustees budget. The total budget decreased 5.46% from FY21. Fees relating to meetings and conferences, receptions, and subscriptions and dues are reduced. There is an increase in software licensing and support. A capital request for an Executive Assistant to the Mayor is requested.

Mr. Niemeyer presented the Office of the Village Manager budget. The total budget decreased 2.21% from FY21. Fees relating to contractual services, as well as conferences and training are reduced. There is an increase in software licensing and support. He noted the addition of an online payment portal for residents and a staff newsletter.

Laura Godette, Deputy Village Clerk, presented the Office of the Village Clerk budget. The total budget decreased 10.23% from FY21. Personnel costs and contractual services are reduced. With the recent resignation of Terica Ketchum, the law firm of Peterson, Johnson and Murray will be processing Freedom of Information Act requests. A part-time employee may be needed.

Mr. Brown presented the General Overhead budget. The total budget increased 6.64% from FY21. There are substantial increases in insurance deductibles and legal fees.

Mr. Brown presented the Finance Department budget. The total budget decreased less than 1% from FY21. There was an increase in salary and wages and a decrease in contractual services. Capital requests include Tinley Park Mental Health Center land acquisition, Freedom Detention Pond project, and various projects within the New Bremen TIF. Requests related to Harmony Square and the Enterprise Resource System were deferred to 2023.

Mr. Brown and Anthony Ardolino, Information Technology Manager, presented the Information Technology budget. The total budget decreased less than 1% from FY21. Fees relating to contractual service and computer equipment are reduced. There is an increase in software licensing and support. Capital requests for software maintenance are requested. Hardware, projects, and office equipment requests have been deferred to 2023.

Mr. Brown presented the Police Department budget. The total budget decreased 5.78% from FY21. There is a reduction in the Music Theatre budget and related personnel costs. Revenue from amusement taxes is not included in the FY22 budget. Trustee Mueller asked if Live Nation has cancelled the season. Mr. Niemeyer stated that Live Nation does not anticipate a summer concert season.

Capital requests included requests for vehicle and equipment replacement. Trustee Brennan asked if E-Ticketing was mandatory this year. Darren Persha, Police Sargent, stated this was postponed.

Discussion on the criteria used to evaluate vehicle replacement was had. This procedure will be re-evaluated for all Village vehicles.

A request for three (3) additional patrol officers above the staffing study was not considered for the FY22 budget due to decreased revenue. The intention is to replace patrol officers as retirements occur.

Forest Reeder, Fire Chief, presented the Fire Department budget. The total budget decreased 4.82% from FY21. Commodities were reduced 4.22%. Capital requests include replacement of the Self-Contained Breathing Apparatus (SCBA) which expires June 30, 2021, for which a grant has been applied for. Discussion on purchasing the bottles separate from the pack was had. Mr. Brown will work with Chief Reeder on this item and return to the Board with an update.

Chief Reeder explained the capital request for the replacement of a primary engine. The engine is more than 21 years old and had required more than \$300,000 in repairs. He prefers that a broker be utilized in the sale of this engine.

Chief Reeder thanked the budget team, adding that Claudette Flowers will be retiring on June 30, 2021.

Mr. Brown presented the Emergency Management Agency budget. The total budget decreased 10.03% from FY21. Personnel costs were reduced. A request for a full-time Emergency Planner will be discussed at the mid-year review.

John Urbanski, Public Works Director, presented the Public Works budget. The total budget decreased 11.12% from FY21. Commodities and contractual services were reduced. The line item relating to the resurfacing of the church parking lot was added in error and will not be utilized.

Capital requests include

- New plows
 - 191st Street extension
 - 80th Avenue widening
 - Sidewalk gap program
 - Bike path
 - Oak Park Avenue train station/plaza landscape replacements
 - Planter replacements
 - Harlem Avenue irrigation repairs
 - Safety trailer
 - LED installation
 - Replacement of water fountains with bottle fillers
 - Replace Access IT door components
 - Fire training tower resurface parking lot
 - Public Works garage roof patching
 - Public Safety server room
 - Pump Station #1 parking lot resurfacing
 - Automated License Plate Reader (ALPR) cameras
 - 911 upgrades
- Pavement Management Program (PMP)
President Pro Tem Glotz is concerned there is not enough funding for the PMP, which will allow the roads to deteriorate, costing more in the future. Typically, the PMP is \$3 -3.4 million. Mr. Brown replied the loss of revenue from the Red-Light Camera Program has impacted the PMP. Also, the 80th Avenue widening and bridge expenses of \$2.5 million were unexpected. Mr. Urbanski added there is a one-year buffer built-in noting once the 80th Avenue widening is complete those funds could be used for the next FY PMP, keeping the Village on track. Mr. Brown will work with Mr. Urbanski to find additional funding for the PMP.
 - Sandblasting/Paint light poles on Oak Park Avenue, Phase 1
As Oak Park Avenue is a main thoroughfare in the Village, President Pro Tem Glotz would like to see all three (3) phases done. Brad Bettenhausen, Village Treasurer, stated these areas would be in the New Bremen or MainStreet North TIF and could be discussed.

- Shooting range renovation
Trustee Brennan is concerned about using funds on a facility that may not be used in the future. Mr. Urbanski stated all items replaced could be removed and relocated to another location.
- Oak Park Avenue & 80th Avenue train station repaint garbage cans and benches
President Pro Tem Glotz suggested using these funds for irrigation system repairs/controller upgrades.
- President Pro Tem Glotz would like to see the Village Hall lobby, restrooms, and lunchroom renovations as well as the replacement of the retaining walls.

Personnel requests

- Seasonal II - Fleet Department
- Assistant Engineer/Field Technician

President Pro Tem Glotz asked why the Maintenance Technician, approved for FY 21, was not filled and is now no longer recommended, and how staffing levels are relative to the staffing study. Mr. Urbanski stated it was decided to leave the Maintenance Technician position vacant due to the budget. The Streets Department and the Water and Sewer Department are both below the recommended staffing levels. President Pro Tem Glotz would like the Street Division Maintenance Tech to be reconsidered. Mr. Niemeyer noted that many departments are short-staffed. Trustee Galante suggested reviewing all department staffing levels.

Mr. Urbanski presented the Water and Sewer budget. The total budget increased 0.88% from FY21. Water purchase increased due to pass-through increases from providers and the Village's portion of Regional Water Debt Service increased. Capital requests include electronic timekeeping and new vehicles. Personnel requests include a full-time clerk and a maintenance technician.

Kimberly Clarke, Community Development Director, presented the Community Development budget. The total budget decreased 8.92% from FY21. Personnel costs were reduced by 22.43%. A request for a full-time Building Inspector is requested. Despite COVID-19 building permit activity has increased. In March 2020, Mainstar permitting software was implemented. To reflect the strategic direction of the department and to allow the permitting process to be online, additional capital requests in the amount of \$81,000 may be made.

Donna Framke, Marketing Director, presented the Marketing Department budget. The total budget decreased 25.30% from FY21. Personnel costs were reduced by 22.43%. Fees relating to personnel, printing, and program delivery due to COVID-19 restrictions are reduced. If the event schedule resumes the programming will be run as efficiently as possible with the possibility of more sponsorships to help offset some of the costs. Capital requests include additions to the downtown holiday decorations and a study to analyze the best use of the Hotel/Motel tax to maximize tourism. Discussions were held on Cruise Nights, Music in the Plaza, and the Block Party.

Item #4 –RECEIVE COMMENTS FROM THE PUBLIC –

President Pro Tem Glotz asked if there were any comments from the public. There were none.

Laura Godette, Deputy Village Clerk, stated there was no written comment or request to speak telephonically.

Motion was made by Trustee Glotz, seconded by Trustee Mueller, to adjourn the Committee of the Whole. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the meeting adjourned at 7:39 p.m.

dm

RECEIVE
PRESENTATION OF
THE FISCAL YEAR
2020 AUDIT



Interoffice Memo

Date: April 6, 2021

To: Village Board

From: Brad Bettenhausen, Treasurer
Andrew Brown, Assistant Treasurer

Subject: Resolution Authorizing Year End Transfers

This Resolution implements a series of year end transfers following established fiscal practices as outlined in the Fiscal Policies Manual. These transfers are supported by the excess of revenues over expenses that may exist at the April 30, 2021, fiscal year end; or from the Fund Balance of the designated fund initiating the transfer. The transfers are made to support capital and debt service reserve funds for both the short-term (upcoming fiscal year) and long-term (beyond the upcoming fiscal year) financial needs of the Village to support the replacement of infrastructure, equipment, and provide for debt service on outstanding bonds. The Resolution establishes not to exceed amounts for the contemplated transfers of \$10,000,000 from the General Fund; \$3,000,000 from the Water and Sewer Fund, and \$1,000,000 from the Commuter Parking Lot Fund. The actual dollar amount of the transfers may be less, and will be determined once the fiscal year has closed.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2021-R-027

**A RESOLUTION AUTHORIZING TRANSFERS FROM THE GENERAL FUND, WATER AND
SEWER OPERATIONS AND MAINTENANCE FUND, AND COMMUTER PARKING LOT
OPERATIONS AND MAINTENANCE FUND**

**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 NUMBER 2021-R-027

A RESOLUTION AUTHORIZING TRANSFERS FROM THE GENERAL FUND, WATER AND SEWER OPERATIONS AND MAINTENANCE FUND, AND COMMUTER PARKING LOT OPERATIONS AND MAINTENANCE FUND

WHEREAS, the President and Board of Trustees of the Village of Tinley Park has heretofore established the following capital reserve funds: Capital Improvement, Repair and Replacement Fund; Sewer Rehabilitation and Replacement Fund; Water and Sewer Construction Fund; and Commuter Parking Lot Improvement and Replacement Fund to assist the Village in financing certain capital improvements or the replacement of certain capital items over time; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park has heretofore established a Tax/Bond Stabilization Fund to minimize and to stabilize future tax levy requirements for the Village's debt service requirements for capital improvements financed by bond issues or other debt instruments.

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 ONE

The Village Treasurer is hereby authorized to transfer an amount not to exceed \$10,000,000 from the General Fund of the Village of Tinley Park to the Capital Improvement and Replacement Fund of the Village of Tinley Park for the purpose of purchasing certain capital replacement items during the fiscal year ending April 30, 2022 or thereafter.

SECTION TWO

The Village Treasurer is hereby authorized to transfer an amount not to exceed \$500,000 from the General Fund of the Village of Tinley Park to the Tax/Bond Stabilization Fund to minimize future debt service payments. However, if said transfer contemplated under **Section One** has been limited to an amount less than \$4,000,000, then said transfer to the Tax/Bond Stabilization Fund shall be instead made from the Capital Improvement and Replacement Fund for the purpose aforementioned.

SECTION THREE

The Village Treasurer is hereby authorized to transfer an amount not to exceed \$3,000,000 from the Water and Sewer Operations and Maintenance Fund to the Sewer Rehabilitation and Replacement Fund; and in proportionately equal amounts to the Water and Sewer Construction Fund for the purpose of providing for water and sewer infrastructure rehabilitation, replacement and construction projects during fiscal year ending April 30, 2022 or thereafter.

SECTION FOUR

The Village Treasurer is hereby authorized to transfer an amount not to exceed \$1,000,000 from the Commuter Parking Lot Operations and Maintenance Fund to the Commuter Parking Lot Improvement and Replacement Fund for parking lot rehabilitation, replacement, improvement and construction projects during fiscal year ending April 30, 2022 and thereafter.

SECTION FIVE

The expenditure of funds transferred herein to the Capital Improvement and Replacement Fund, the Sewer Rehabilitation and Replacement Fund, Water and Sewer Construction Fund and the Commuter Parking Lot Improvement Fund shall be made only upon approval of the Village Board and as part of the annual budget for the fiscal year ending April 30, 2022 unless subsequently modified by the Village Board.

SECTION SIX

This Resolution will be in full force and effect upon its adoption and approval.

ADOPTED this ____ day of April 2021

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of April 2021.

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 Resolution No. 2021-R-021, “A RESOLUTION AUTHORIZING TRANSFERS FROM THE GENERAL FUND, WATER AND SEWER OPERATIONS AND MAINTENANCE FUND, AND COMMUTER PARKING LOT OPERATIONS AND MAINTENANCE FUND” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 20, 2021.

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

KRISTIN A. THIRION, VILLAGE CLERK



Interoffice Memo

Date: April 9, 2021

To: Committee of the Whole

From: David Niemeyer, Village Manager

Subject: Tinley Park Convention Center Sign

As you know, the Village Board recently approved a quote from Van Bruggen Signs for a digital billboard at the Convention Center. The proposal was for a 10mm display which has electrical requirements of 240v/80a. However, the electrical service at the existing sub panel for the pylon sign is 240v/60a. We would have to upsize the electrical service to allow a 10mm sign to be built.

We discussed having a 16mm sign installed instead which would be compatible with the current electric service. This would have a pixel matrix of 162x252 compared to 270x420 for the 10mm sign. John and I both looked at a few 16mm signs in the area and believe that based on the size of the sign there is not a noticeable difference in the quality of a 16mm compared to a 10mm. Installing a 16mm sign allows us to use the current electric service and will actually be \$2,378 less than the \$121,918 for the 10mm sign. The staff, as well as the Convention Center managers, recommend purchasing the 10mm sign.

I would ask the Committee of the Whole recommend approval of Resolution Number 2021-R-029 approving a proposal from Van Bruggen Signs for the purchase of a digital jumbotron sign at the April 13, 2021 Board meeting. Total cost will be \$119,540.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2021-R-029

**A RESOLUTION APPROVING AN AMENDMENT TO RESOLUTION 2021-R-011 A
PROPOSAL FROM VAN BRUGGEN SIGNS, INC. FOR THE PURCHASE OF A DIGITAL
JUMBOTRON SIGN**

**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

RESOLUTION NO. NO. 2021-R-029

A RESOLUTION APPROVING AN AMENDMENT TO RESOLUTION 2021-R-011 A PROPOSAL FROM VAN BRUGGEN SIGNS, INC. FOR THE PURCHASE OF A DIGITAL JUMBOTRON SIGN

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, on March 2, 2021, the Village Board approved a proposal from Van Bruggen Signs for a jumbotron sign at the village's convention center; and

WHEREAS, the village needs to revise the proposal with Van Bruggen as the original sign could not meet the electrical service at the sign;

WHEREAS, the village would now like to purchase a 16mm sign;

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered approving a proposal from Van Bruggen Signs, Inc., a true and correct copy of such Proposal being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Proposal be approved by the Village of Tinley Park;

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 Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Proposal" be approved and executed by said Village of Tinley Park, with said Proposal to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**, subject to review and revision as to form by the Village Attorney.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Contract.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 13th day of April, 2021, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 13th day of April , 2021, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

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. NO. 2021-R-029 “**A RESOLUTION APPROVING AN AMENDMENT TO RESOLUTION 2021-R-011 A CONTRACT WITH VAN BRUGGEN SIGNS, INC. FOR THE PURCHASE OF A DIGITAL JUMBOTRON SIGN,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 13, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 13th day of April, 2021

KRISTIN A. THIRION, VILLAGE CLERK



Interoffice Memo

Date: April 13, 2021

To: Committee of the Whole

CC: Kimberly Clarke, Community Development Director

From: Priscilla Cordero, Business Development Manager

Subject: 16820 Oak Park Avenue-Riz Villaseñor-MedPro Health Providers, LLC-Sign Grant

BACKGROUND:

Riz Villaseñor of MedPro Health Providers, LLC (Applicant), proposes to convert a single-family residential home to a mixed-use building with a first-floor office and second-floor apartment at 16820 Oak Park Avenue. The site was recently approved for a code compliance grant in the amount of \$15,497.50. The redevelopment proposal benefits the Village by redeveloping a vacant and deteriorating building, while also keeping an existing healthcare business in town.

The applicant is now asking for a sign grant to be considered. The intent of the Sign Grant Program is to provide an incentive for business owners to introduce creative and attractive signs that will complement the downtown. The program provides a matching grant of 50% or a maximum of \$5,000 per tax paying business.

The ECC reviewed the current sign grant request at their March 8, 2021 meeting and unanimously recommended the request for approval with a vote of 9-0. The initial request was \$1,947.50 based on a quote provided by Effective Signs. Since the meeting, the design changed slightly which increased the amount requested to \$2,375.00. The original intent and design of the sign conforms substantially to what the ECC reviewed. If approved, the property will have received for the year \$17,872.50 in grant money which is under the maximum of \$70,000 per site.

Request:

The applicant is requesting funds under the Sign Grant Program to promote the business on the first floor. The proposed sign will be a 60 x 60" cedar monument sign. The top portion will be 60 x 30 x 1.75" mounted on two treated 4 x 4 x 8" posts approximately 36" deep in concrete. The base will be brick-stacked stone. The applicant submitted one proposal for the grant requested as required. The proposal amount is as follows:

Scope of Work	Effective Signs
Sign design and installation	\$4,750.00

Staff Recommendation:

Staff is seeking a motion to recommend to the Village Board approval of a matching Sign grant not to exceed \$2,375.00 for Riz Villaseñor to install a monument sign at 16820 Oak Park Avenue.

PROPOSED MONUMENT SIGN



revision - 2 sided sign
2 panels back to back
posts hidden

10' from property line is 30' from sidewalk
sandblasted/ cnc routed dimensional wood sign
Text & border are raised - background pebble smooth
stone base 14 x 3" bricks - painted/ stained
Address numbers 6"
mounted on two 4" x 4" x 10' treated posts in concrete
overall size: 60" high 64" wide
Sign: 60.0" x 36.0"
Base: 64.0 x 24.0"
Sign sq foot: 10 overall 26.65
Frontage: 75'



Economic & Commercial Commission Meeting Minutes – March 8, 2021

Members Present

Dino Sanfilippo
Richard Osty
Brian Potter

Staff Present

Priscilla Cordero, Business Development Mgr.
Kathy Congreve, Commission Secretary
Kimberly Clarke, Community Development Dir.

Members Present Remotely

Jay Walsh
Chris Shoemaker
Christine Obbagy
Dennis Reidy
Adam Guldán
Chris Schiller

Members Not Present

Guests Present

Ed Nemec
Jim Richert

Chairman Walsh called the March 8, 2021 Economic & Commercial Commission meeting to order at 6:30 p.m. He reviewed the remote meeting protocol with all in attendance. There was a motion made by Richard Osty, seconded by Brian Potter to approve the minutes from the March 8, 2021 ECC meeting. All in favor; motion carried. A motion to approve the agenda for tonight's meeting was made by Commissioner Reidy, seconded by Commissioner Schiller. All in favor; motion carried.

MedPro Health Providers Sign Grant

Priscilla Cordero gave a presentation of the memo as outlined in the meeting packet. The applicant, Riz Villaseñor of MedPro Health Providers, LLC proposes to convert a single-family residential home located at 16820 Oak Park Avenue to a mixed-use building with a first-floor office and second-floor apartment. He is requesting funds under the Sign Grant Program in the amount of \$1,947.50 to promote the business on the first floor; he has chosen to work with Effective Signs located in Tinley Park.

Chairman Walsh opened it up to commissioners for questions or comments:

Commissioner Schiller asked what purpose the sign serves. Priscilla stated it differentiates it as a commercial property and not residential. Kimberly stated that it falls within eligibility requirements for the grant program. Commissioner Schiller's concern was whether the funds should instead go to a tax revenue generating business. Kimberly stated that when the program gets to the level where they're utilizing more funds there may be more discretion.

A motion was made by Commissioner Potter to recommend to the Village Board the approval of the Oak Park Avenue Sign Grant request for Med Pro Health Advisors; seconded by Commissioner Osty. All in favor; motion carried.

Chairman Walsh asked if there were any additional questions or comments.

Commissioner Reidy stated he agrees with Commissioner Schiller's comments. And he was happy that a business in town was chosen to do the sign work.

Commissioner Guldán asked if the grant for the fire sprinkler discussed last month was approved; Priscilla stated it was approved unanimously.

There were no public comments.



Finance Department Memorandum

To: Village Board

From: Brad L. Bettenhausen, Treasurer/Finance Director

Date: 26 March 2021

Re: Water rate increase

The Village of Tinley Park has long enjoyed Lake Michigan water (since 1972). The Lake Michigan water is sourced by the City of Chicago, and delivered through the Regional Water System operated by the Village of Oak Lawn. For many years, Chicago had raised the cost of water on an irregular and unpredictable schedule which often resulted in abrupt large increases. Over the seven-year period of 2008-2015, Chicago's water rates increased on average slightly more than 16% a year (114% in total). However, in 2015 following this series of large increases, the City Council approved an ordinance that would effectively "normalize" annual increases using the Consumer Price Index (CPI) and make them more predictable. The rate changes become effective the beginning of June each year.

We have typically adjusted water rates in January for changes in the "wheeling costs" charged by Oak Lawn to deliver the water, and in June for the regular Chicago increases. The next Chicago rate increase will occur 1 June 2021. These points are also recommended for implementing any increases necessary for the operation and maintenance of Tinley Park's storage and distribution system, as well as the related sanitary and storm sewer charges.

Following a utility rate study, the Village established a five-year rate schedule in 2009. The systematic increases established under Ordinance 2009-O-072 ended in 2014, but the Municipal Code includes provision that the Oak Lawn and Chicago rate increases as they occur will automatically adjust the overall rates and these adjustments have continued as programmed.

It has now been more than seven years since the utility rates have been adjusted for any increases in the Village's operational costs (electric, labor, materials, etc.). Over this period, general inflation has been a cumulative 13.4%. The Construction Cost Index has increased 16.7%. Labor wages under the Local 150 collective bargaining agreement have increased 15% (FY2015-2020), but the two most recent years (FY2021-2022) are still under negotiation. Arguably, these operating cost increases have eroded the funds available to support the systematic infrastructure replacements and rehabilitations required within the utility system. If we considered only regular CPI inflation since the last rate setting in 2014, the Village's portion of the water rate should increase a minimum of 25 cents.

The Village was in the process of conducting a new water rate study in 2014 toward updating the utility rates, but this effort was derailed in 2015 by issues and litigation regarding the Severn-Trent water meters then in use. The meter litigation was settled in 2020. To address meter concerns, in June 2016 the Village Board initiated the systemwide replacement of all its water meters with new electronic meters and the addition of an Advanced Metering Infrastructure (AMI) system that has enhanced and significantly automated the Village's ability to obtain meter readings. Readings are received hourly from each meter and provided greater monitoring of system usage both to our customers and the Village. Due to limited availability of funds in the Water and Sewer utility to support the immediate system upgrades, the improvements were approved to be funded from the general capital reserves of the Village. It was stipulated that the funds advanced to the utility fund were to be repaid in the future through utility billing revenues.

The total costs of the meter replacement and system improvements were approximately \$8.5 million. If these costs were to be amortized similar to a bond issue, with repayment spread over 15 years (meters have a 20-year life cycle) and 2% interest (approximate rate for Village to borrow funds), the annual debt service is about \$700k annually. We cannot delay beginning this repayment schedule any further, as we risk a situation where we are continuing to pay for the "2016" meters after we must begin the next cycle of replacements and incur the associated costs. The annual "debt service" of \$700k when divided by 1.5 million gallons of billable retail consumption, produces a rate of approximately 50 cents.

It is intended that the Village will conduct a new comprehensive utility rate study in the upcoming year. However, it is recommended that we address some increment increases prior to the completion of that study. As noted earlier, a simple inflationary increase would also be warranted in our rate schedules across the board, including both the fixed rates and the variable consumption-based rates. The proposed ordinance adjusts the Village's water rates by only the 50 cents to begin the repayment of the water meter costs. The ordinance also revises the code sections related to the utility rates to place them in a better format to facilitate the future rate increases anticipated.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2021-O-0xx

**AN ORDINANCE AMENDING TITLE V, CHAPTERS 50 AND 51
OF THE TINLEY PARK MUNICIPAL CODE REGARDING
QUARTERLY WATER AND SEWER CHARGES**

**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

ORDINANCE NUMBER 2021-O-0xx

**AN ORDINANCE AMENDING TITLE V, CHAPTERS 50 AND 51
OF THE TINLEY PARK MUNICIPAL CODE REGARDING
QUARTERLY WATER AND SEWER CHARGES**

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

WHEREAS, the Village of Tinley Park operates a municipal utility system providing water and sewer services within the community; and

WHEREAS, beginning in 2017, the City of Chicago has established programmed annual water rate increases whereby the water supply costs increase by the lesser of 5% or the rate of inflation on June 1 each year; and

WHEREAS, Congress and the US Environmental Protection Agency have previously enacted the Clean Water Act, and continue to develop the National Pollution Discharge Elimination System (NPDES) rules and regulations designed toward protecting our natural land and water resources including lakes, streams, and waterways, from erosion and stormwater pollution; and

WHEREAS, in order to expedite the replacement of failing and problematic water meters, the Village undertook a meter upgrade program to replace all of the system's water meters as quickly as possible; and

WHEREAS, as part of this upgrade program the Village implemented an Advanced Metering Infrastructure system to streamline the acquisition of meter readings and to enhance the

Village's administration of the utility system by providing the ability to more closely monitor water consumption. With these improvements, a customer portal has also been provided which enables utility customers to monitor their own consumption; and

WHEREAS, to support these necessary system upgrades on an expedited basis, the Village Board elected to finance these improvements from its own capital reserves outside of the Water and Sewer utility enterprise funds in lieu of a bonded debt issue, with the intent that this financing would be repaid by the utility over time as would have occurred with debt service on a conventional bond issue; and

WHEREAS, these system upgrades have now been substantially completed where an amortization and repayment schedule could be produced to begin the systematic repayment of the capital funds advanced for the improvements; and

WHEREAS, the Village has not adjusted its Water and Sewer utility revenues other than to reflect changes in the direct water supply costs since 2014; and

WHEREAS, the Village of Tinley Park finds it prudent to periodically review the rates and charges for services to assure that adequate funds are available to operate and maintain its water and sewer systems, provide for capital improvements and replacements, maintain desired reserves, and otherwise maintain the system operations to desired standards; and

WHEREAS, the Village of Tinley Park has determined that the water rates be adjusted to begin the repayment of the aforementioned system improvement costs.

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, the following:

SECTION ONE

That § 50.023 (B) of Chapter 50, Title V of the Tinley Park Municipal Code is hereby amended so that the same shall be read as follows:

§ 50.023 QUARTERLY CHARGES - WATER.

(B) For water service provided after December 31, 2009:

(1) Quarterly Base Charges:

Rates effective January 1,	2010	2011	2012	2013	2014
Quarterly Base Charge - primary meter					
5/8" & 3/4" Meter	\$23.50	\$25.38	\$27.28	\$29.19	\$30.94
1" & 1-1/2" Meter	33.35	36.02	38.72	41.43	43.92
2" Meter	46.95	50.71	54.51	58.32	61.82
3" Meter	147.00	158.76	170.67	182.61	193.57
4" Meter	184.05	198.77	213.68	228.64	242.36
6"Meter	270.45	292.09	313.99	335.97	356.13
Quarterly Base Charge - irrigation meter (secondary meter)					
5/8" & 3/4" Meter	\$15.06	\$16.26	\$17.48	\$18.71	\$19.83
1" & 1-1/2" Meter	18.19	19.65	21.12	22.60	23.95
2" Meter	22.49	24.49	26.11	27.94	29.61

(2) Volume Rates – per 1,000 gallons of usage:

Effective Date	Block 1	Block 2
	20,000 gallons or less	Over 20,000 gallons
January 1 ,2010	3.25	4.92
January 1, 2011	3.51	5.31
January 1, 2012	3.77	5.71
January 1, 2013	4.04	6.11
January 1, 2014	4.28	6.48
January 1, 2015	6.10	8.30
January 1, 2017	6.11	8.31
June 1, 2017	6.18	8.38
June 1, 2018	6.24	8.44
January 1, 2019	6.25	8.45
June 1, 2019	6.29	8.49
June 1, 2020	6.39	8.59
January 1, 2021	6.47	8.67
June 1, 2021	7.02	9.22

SECTION TWO

That § 51.094 (C) of Chapter 51, Title V of the Tinley Park Municipal Code is hereby amended so that the same shall be read as follows:

§ 51.094 QUARTERLY CHARGES - WASTEWATER COLLECTION SERVICES.

(C) For wastewater collection services provided after December 31, 2009:

(1) Quarterly Base Charges:

Rates effective January 1,	2010	2011	2012	2013	2014
All meter sizes	\$5.00	\$5.48	\$6.00	\$6.56	\$7.19

(2) Volume Rate – per 1,000 gallons of water usage:

Rates effective January 1,	2010	2011	2012	2013	2014
	\$0.79	\$0.87	\$0.95	\$1.04	\$1.14

SECTION THREE

That § 51.095 (B) of Chapter 51, Title V of the Tinley Park Municipal Code is hereby amended so that the same shall be read as follows:

§51.095 STORMWATER MANAGEMENT FEE.

(B) For water service provided after December 31, 2009:

(1) Quarterly Base Charge:

Rates effective January 1,	2010	2011	2012	2013	2014
All meter sizes	\$1.56	\$1.62	\$1.68	\$1.80	\$1.86

(2) Volume Rates per 1,000 gallons of water usage in excess of 6,000 gallons

Rates effective January 1,	2010	2011	2012	2013	2014
	\$0.26	\$0.27	\$0.28	\$0.30	\$0.31

SECTION FOUR

All Ordinances, or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of any such conflict.

SECTION FIVE

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 immediately upon its adoption, approval, and publication as required by law.

PASSED THIS ____ day of _____, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS ____ day of _____, 2021.

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. 2021-O-0xx, “AN ORDINANCE AMENDING TITLE V, CHAPTERS 50 AND 51 OF THE TINLEY PARK MUNICIPAL CODE REGARDING QUARTERLY WATER AND SEWER CHARGES”

which was adopted by the President and Board of Trustees of the Village of Tinley Park on _____, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this ____ day of _____, 2021.

KRISTIN A. THIRION, VILLAGE CLERK



Interoffice Memo

Date: April 6, 2021
To: David Niemeyer – Village Manager
From: John Urbanski – Public Works Director
Subject: Purchase Request – PD Simulcast Radio Upgrade Phase #1

Presented for the Committee of the Whole/Village Board Meeting consideration and possible action:

Description: As a main operational function of the Police Department's activities, the radio system receives annual maintenance checks. In response to an increase of "issues" compared to our standard of reliability for a system our size (over 90,000 transmissions per year at 98% reliability), staff requested an updated review and recommendation.

In response to findings, research to better improve the system coverage and operation for improved inbuilding coverage throughout the Village led staff to engineer a multi-site (simulcast) system operation. In conjunction with the findings of the system analysis along with improvements in technology, it was this recommendation that would assist with increased coverage and reduce some of the issues previously experienced within the Village. Currently, the radio system transmits to dispatch from a single site when field operations occur. This limits the potential of the system and signal. A simulcast system allows multiple transmitters at multiple locations, therefore creating a larger coverage footprint. This upgrade also allows for a (3) site simulcast system that will allow migration to P25 VHF operation (digital).

To begin a phased approach of improvements and respective of COVID-19 reductions, staff recommends purchasing equipment for Phase 1 of the system. Phase 2 installation was requested in the FY22 budget and will be presented for board approval respectively. Quotes were requested and received from two (2) responsive vendors (Simoco & Tait). Both proposals are industry standard "quality" equipment serving Public Safety, Public Service agencies. In review of the proposals, it is the recommendation of staff that the Village Board approve a purchase with Modular Communication Systems (ModUcom) for the Tait solution to our simulcast upgrade as reflected in the proposal of \$66,800.

Staff Direction Request:

1. Approve Purchase Order for Phase 1 equipment purchase with Modular Communication Systems, in the amount of \$66,800 for simulcast equipment at three (3) sites as requested and approved in the FY21 budget.
2. Direct Staff as necessary.

Attachment:

1. Modular Communications Systems Proposal
2. On-Site Communications Proposal



Interoffice Memo

Date: April 6, 2021
To: David Niemeyer – Village Manager
From: John Urbanski – Public Works Director
Subject: Purchase Request – PD Radio Upgrade Nine (9) Receiver Sites

Presented for the Committee of the Whole/Village Board Meeting consideration and possible action:

Description: As a main operational function of the Police Department's activities, the radio system receives annual maintenance checks. In response to an increase of "issues" compared to our standard of reliability for a system our size (over 90,000 transmissions per year at 98% reliability), staff requested an updated review and recommendation.

As result of the system inspection and corresponding to technology trends, it was determined that the current police radio system does require upgrades to the transmitter and receiver sites. This phased approach was requested in the FY21 budget recommendation to prevent unnecessary emergency outages or intermittent operations with our current, aging equipment as originally intended for, "upgrade of (5) receivers." In response to findings, staff researched solutions to better improve the system and operation for improved in-building coverage throughout the Village.

Previously requested and in conjunction with the simulcast system upgrades and improvements in existing technology, it was this recommendation that will require parallel upgrades of all of the current radio receiver sites. Currently, the radio system does not afford the ability to upgrade to a simulcast system, therefore requiring the replacement of nine (9) of the current radio receivers. This receiver upgrade will allow migration to P25 VHF operation (digital) when decided necessary.

To begin a phased approach of improvements and respective of COVID-19 reductions, staff recommends purchasing equipment for Phase 1a of the system. Phase 2a installation was requested in the FY22 budget and will be presented for board approval respectively. Quotes were requested and received from two (2) responsive vendors (Simoco & Tait). Both proposals are industry standard "quality" equipment serving Public Safety, Public Service agencies. In review of the proposals, it is the recommendation of staff that the Village Board approve a purchase with Modular Communication Systems (ModUcom) for the Tait solution to our simulcast upgrade as reflected in the proposal of \$46,404.

Staff Direction Request:

1. Approve Purchase Order for Phase 1a equipment purchase with Modular Communication Systems, in the amount of \$46,404 for nine (9) receivers and respective, misc. equipment as requested and approved in the FY21 budget.
2. Direct Staff as necessary.

Attachment:

1. Modular Communications Systems Proposal
2. On-Site Communications Proposal



Interoffice Memo

Date: April 6, 2021
To: David Niemeyer – Village Manager
From: John Urbanski – Public Works Director
Subject: Vehicle Leasing & Replacement Program with Enterprise Fleet Management, Inc.

Presented for the Committee of the Whole/Village Board Meeting consideration and possible action:

Description: The Village owns and maintains 347 vehicles and equipment. Public Works has annually presented maintenance and replacement recommendations for the fleet that assist staff as we carry out the Village's mission. Therefore, the primary goals as vehicles and equipment are reviewed are that the vehicles are safe, reliable, and provide functionality at an economical cost.

Three options are typically used in the industry when determining a vehicle's replacement point:

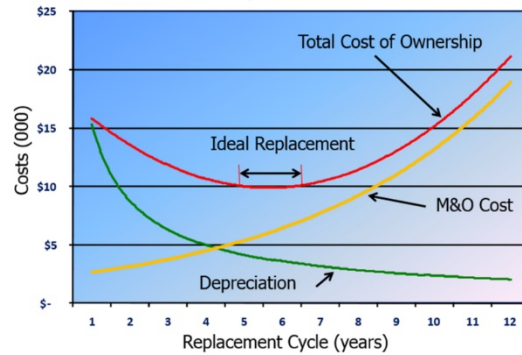
1. Our current methodology utilizes a weighted scoring system and replacement is determined based on established intervals of age, mileage, repair history and aesthetics. This method has been implemented with replacement scoring based on the Village Board defined service levels, but it has been questioned if it is the most economical, because it does not consider variability among vehicles.
2. Replacement is made when repairing exceeds the value of the vehicle. This method is often referred to as the "drive it till it dies" approach, which typically occurs when a major component fails, such as a transmission or engine. Major components tend to start failing on vehicles in the 150,000 to 200,000 miles range.
3. Replacement is based on lifecycle costing analysis. This method considers the point in the vehicle or equipment's life when the sum of all ownership and operating costs reaches a minimum. Typical parameters included in these analyses are depreciation, cost of money, insurance, fuel, and maintenance and repairs.

Among the three methods, it is staffs' recommendation to approach the lifecycle costing method as an additional program that can offer another savings towards overall economic cost. Typical parameters included in lifecycle costing include:

- Depreciation
- Cost of Money
- Insurance
- Fuel
- Maintenance and Repairs
- Obsolescence Cost
- Downtime Costs
- Market Conditions

As presented by Enterprise Fleet Management and coordinated with staff, a "pilot program" has been created for this fiscal year by utilizing the Fleet Department's previously scored list of eight (8) recommended replacement light & medium duty, non-pursuit vehicles. The foundation of these initial vehicles along with Enterprise's recommendations, we can look to achieve a proof of concept that ideally, a vehicle or piece of equipment should be replaced around the time the rise in annual

operating costs begin to outweigh the decline in annual capital costs, ultimately reducing overall fleet management costs to the Village as seen in the graphic below:



As seen, it is ideal for a vehicle to be replaced around the time the rise in annual operating costs begin to outweigh the decline in annual capital costs (when the two cost curves intersect and the total cost of ownership begins to increase).

Staff has reached out to a few other communities that have utilized the program, majority with positive results. For the past 6 months, staff has met many times to discuss the pros and cons of this program and have determined that the introduction of our pilot program will offer the proof of concept that a leasing and purchasing option will show the lowest life cycle costs, greatest benefit and most fleet flexibility when comparing leasing vs. buying.

Generally, it is recommended for lease terms to span two (2) to five (5) years. Emergency or pursuit type vehicles will span three (3) to five (5) years, while heavy equipment will span five (5) years with a renewable five (5) year term. The Village would annually determine the number of vehicles acquired through lease and will be included as part of the annual budget approval.

With the newly proposed shorter lifecycle, the majority of the vehicle will remain under warranty. This allows the Village to avoid costly repairs and utilize local dealerships for repair work. The shorter “cycle” will allow the Village to reduce maintenance and repair costs and yield a higher return when vehicles are sold by Enterprise under this program.

In regards to purchasing concerns, the Interlocal Purchasing System (TIPS) as well as Sourcewell, following competitive proposal processes, awarded a Fleet Leasing and Management Services contract to Enterprise Fleet Management, Inc. TIPS and Sourcewell followed the same process that the Village would follow for the public procurement, including: publicly advertising the bid, analyzing the responses from the proposers (Enterprise and Acme Leasing), and entering into a contract with the awarded vendor.

Staff Direction Request:

1. Approve vehicle leasing contract with Enterprise Fleet Management, Inc. for leasing of vehicles as recommended in the FY22 program.
2. Direct Staff as necessary.

Attachment:

1. VoTP 2022 Approved Fleet Replacement Spreadsheet



2022 VoTP Approved Replacements

Year	Make	Model	Department	Vehicle ID	Years in Service	Miles	Estimated Annual Mileage	Estimated Equity	Category	2021 Replacement Vehicle	Term in Months	Estimated Equipment Capped into Lease	Monthly Interest (Used 3.8%)	Monthly Management Fee (0.10% of Vehicle Cost)	Total Monthly Payment	Annual Payment	RBV At Lease End	Projected Resale	Projected Equity
2010	Ford	Crown Vic	EMA	677	11	71,184	6,471	\$1,000	1/2 Ton Pickup Quad 4x4	2022 Chevrolet 1500 Double Cab WT	60	\$5,000	\$72	\$36	\$552	\$6,624	\$8,888	\$17,000	\$8,112
2006	Ford	Explorer	Public Works	719	15	91,701	6,113	\$3,500	1/2 Ton Pickup Ext 4x4	2022 Chevy Silverado 1500 Crew Cab 4x4	24	\$2,000	\$116	\$42	\$686	\$8,232	\$29,568	\$37,500	\$7,932
2009	Ford	E-350 Super Duty	Public Works	83W	12	52,333	4,361	\$5,175	1 Ton Van Cargo	2021 Transit T350	60	\$5,000	\$72	\$36	\$552	\$6,624	\$8,888	\$17,000	\$8,112
2007	Ford	F-150	Public Works	21S	14	87,308	6,236	\$3,363	1/2 Ton Pickup Quad 4x4	2022 Chevrolet 1500 Double Cab WT	12	\$1,500	\$86	\$29	\$472	\$5,664	\$24,318	\$28,500	\$4,182
2006	Ford	Explorer	Public Works	63E	15	63,613	4,241	\$2,650	1/2 Ton Pickup Quad 4x4	2022 Chevrolet 1500 Double Cab WT	12	\$1,500	\$86	\$29	\$472	\$5,664	\$24,318	\$28,500	\$4,182
2011	Ford	F-250	Public Works	2W	10	82,210	8,221	\$8,050	3/4 Ton Pickup Ext 4x4	2022 Chevrolet 2500 Double Cab WT	36	\$5,000	\$92	\$37	\$589	\$7,068	\$20,229	\$23,500	\$3,271
2014	Ford	Taurus	Police	5-M	7	93,431	13,347	\$5,950	Compact SUV 4x4	2021 Ford Escape S AWD	60	\$5,000	\$60	\$29	\$456	\$5,472	\$7,333	\$9,000	\$1,667
2014	Ford	Taurus	Police	2-D	7	88,526	12,647	\$5,950	Compact SUV 4x4	2021 Ford Escape S AWD	60	\$5,000	\$60	\$29	\$456	\$5,472	\$7,333	\$9,000	\$1,667
																\$4,235	\$50,820		\$39,125

Form P — PROPOSER QUESTIONNAIRE cont.

Pricing Grid - U.S.

	Type	Charged / Percentage	Details
Acquisition			
Interest Rate Index Used	3 Year T-Bill		
Basis Points(adder)		+ 350 Basis Points	
Factory Order Vehicles	Domestic		Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus \$60 acquisition fee plus courtesy delivery fee (variable \$150-\$450 depending on location)
Factory Order Vehicles	Foreign		Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus \$60 acquisition fee plus courtesy delivery fee (variable \$150-\$450 depending on location)
Dealer Stock Vehicles	Domestic		Dealer Provided Invoice Less Applicable incentives plus courtesy delivery fee plus \$60 acquisition fee, subject to dealer availability
Dealer Stock Vehicles	Foreign		Dealer Provided Invoice Less Applicable incentives plus courtesy delivery fee plus \$60 acquisition fee, subject to dealer availability
% Incentives Passed to Customer			
Federal Tax Incentives		100%	of end user eligible incentives are passed to the member
State Tax Incentives		100%	of end user eligible incentives are passed to the member
Manufacture Incentives		100%	of end user eligible incentives are passed to the member
Maintenance			
Fixed Maintenance			Pricing based on vehicle type and anticipated miles driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member.
Occurance Maintenance		\$6 per month	card fee per vehicle plus cost of service and parts
Fees			
Management Fee		0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	
Service Charge		\$400	
Lease Termination Fee		\$0	Termination Fee for Equity Leases, refer to Section 3 of Master Lease Agreement for settlement process. Termination Fees for Net Leases are listed in Section 3 of Walkaway Lease Agreement.
Interim Interest	Yes / No		How is it calculated?
	NO		
Resale Fee			For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of \$395.00 EAD ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units
Provide fees not listed + rate			
Fuel Program:		\$2 per month	per card
Physical Damage:		\$1000 deductible,	average quoted \$40 per month per vehicle but is based on underwriting and approval
Accident Management:		\$100 per occurrence	
Maintenance Management:		\$6 per vehicle	per month
Full Maintenance:			Pricing based on vehicle type and anticipated miles driven over term
GeoTab Telematics:		\$26 per month	for Base Mode or \$29 per month for Pro Mode + tax + \$49 per unit (one time charge)
Registration Fees:			All applicable charges related to vehicle registration will be passed to the member, including any service fees that are charged from dealers to process, plus \$25 processing fee

Form P — PROPOSER QUESTIONNAIRE cont.**Pricing Grid - U.S.**

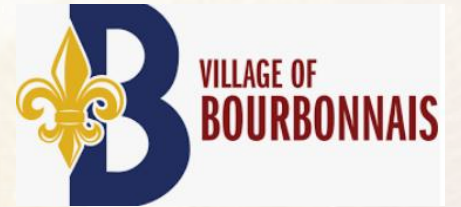
	Type	Charged / Percentage	Details
Acquisition			
Interest Rate Index Used	3 Year T-Bill		
Basis Points(addor)		+ 350 Basis Points	
Factory Order Vehicles	Domestic	Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus \$60 acquisition fee plus courtesey delivery fee (variable \$150-\$450 depending on location)	
Factory Order Vehicles	Foreign	Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus \$60 acquisition fee plus courtesey delivery fee (variable \$150-\$450 depending on location)	
Dealer Stock Vehicles	Domestic	Dealer Provided Invoice Less Applicable Incentives plus courtesey delivery fee plus \$60 acquisition fee, subject to dealer availability	
Dealer Stock Vehicles	Foreign	Dealer Provided Invoice Less Applicable Incentives plus courtesey delivery fee plus \$60 acquisition fee, subject to dealer availability	
% Incentives Passed to Customer			
Federal Tax Incentives		100% of end user eligible incentives are passed to the member	
State Tax Incentives		100% of end user eligible incentives are passed to the member	
Manufacture Incentives		100% of end user eligible incentives are passed to the member	
Maintenance			
Fixed Maintenance		Pricing based on vehicle type and anticipated miles driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member.	
Occurance Maintenance		\$6 per month card fee per vehicle plus cost of service and parts	
Fees			
Management Fee		0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	
Service Charge		\$400	
Lease Termination Fee		\$0 Termination Fee for Equity Leases, refer to Section 3 of Master Lease Agreement for settlement process.	
		Termination Fees for Net Leases are listed in Section 3 of Walkaway Lease Agreement.	
Interim Interest	Yes / No	How is it calculated?	
	NO		
Resale Fee		For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of \$395.00 CAD ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units	
Provide fees not listed + rate			
Fuel Program:		\$2 per month per card	
Physical Damage:		\$1000 deductible, average quoted \$40 per month per vehicle but is based on underwriting and approval	
Accident Management:		\$100 per occurrence	
Maintenance Management:		\$6 per vehicle per month	
Full Maintenance:		Pricing based on vehicle type and anticipated miles driven over term	
GeoTab Telematics:		\$26 per month for Base Mode or \$29 per month for Pro Mode + tax + \$49 per unit (one time charge)	
Registration Fees:		All applicable charges related to vehicle registration will be passed to the member, including any service fees that are charged from dealers to process, plus \$25 processing fee	



FLEET MANAGEMENT



MUNICIPAL PARTNERSHIPS IN ILLINOIS



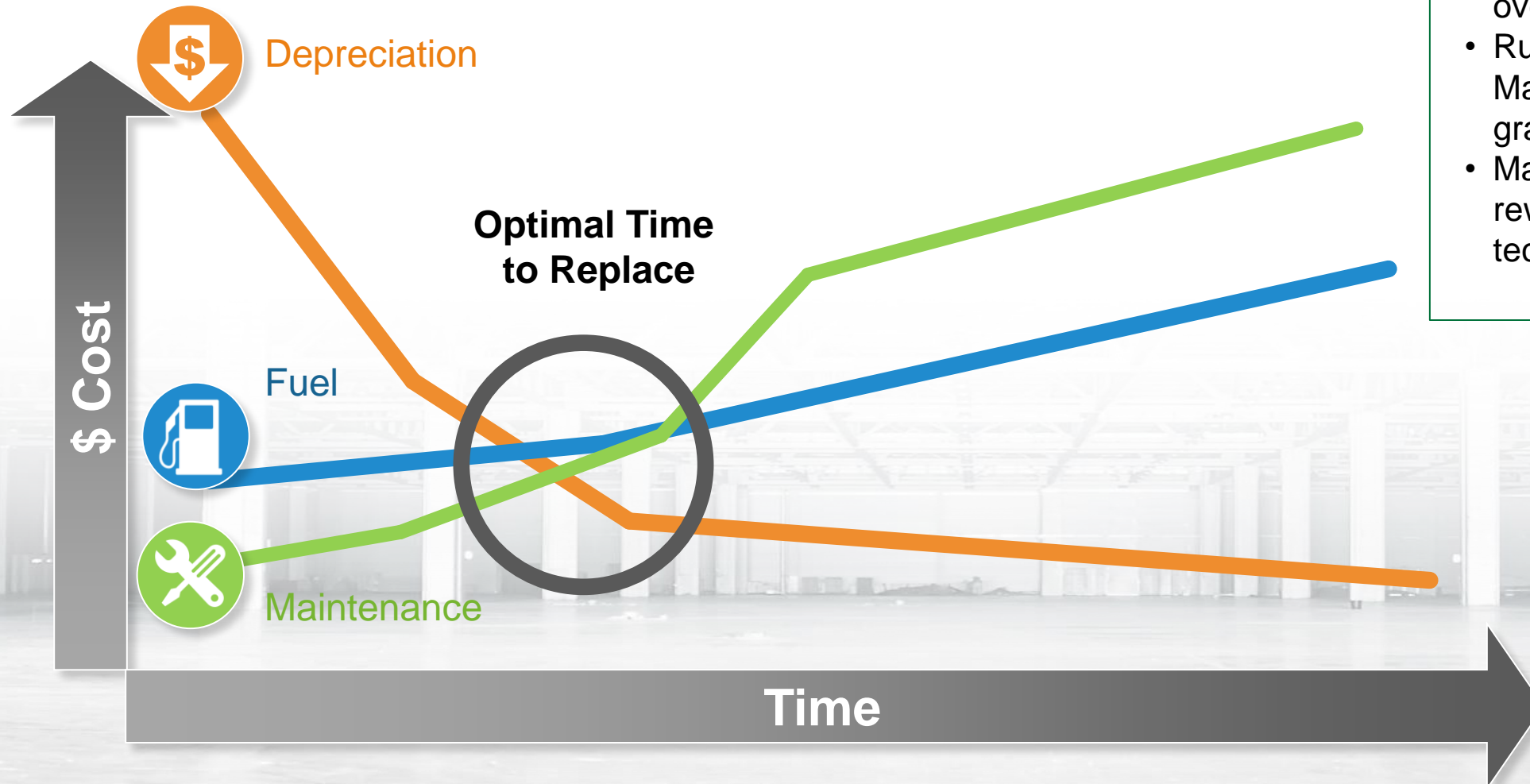
COMPETITIVE BID AWARDS



Tinley Park is a member of Sourcewell



EFFECTIVE VEHICLE LIFECYCLE



Key Observations

- Depreciation/year declines over time
- Running costs of Fuel and Maintenance increase gradually over time
- Mandated MPG efficiencies reward staying on technology wave

KEY OBJECTIVES

✓ **Cash flow management**

- Utilize open-ended equity leases to pay for what you use
- Flexibility for different vehicle needs and holding periods

✓ **Replacement Plan**

- Capitalize on equity in fleet by replacing at the optimal time
- Reduces operating costs – newer vehicles have lower maintenance expense and increased fuel efficiency

✓ **Maintain a manageable vehicle budget**

- Vehicles are frequently the first place agencies cutback
- Cutting back savings in acquisition but ultimately cost more operationally and sacrifices safety and reliability

✓ **Decrease administrative burden**

- Dedicated local account team
- Infrastructure in place for buying, selling, maintaining, and admin work

UNDERSTANDING THE EQUITY LEASE

Factors:

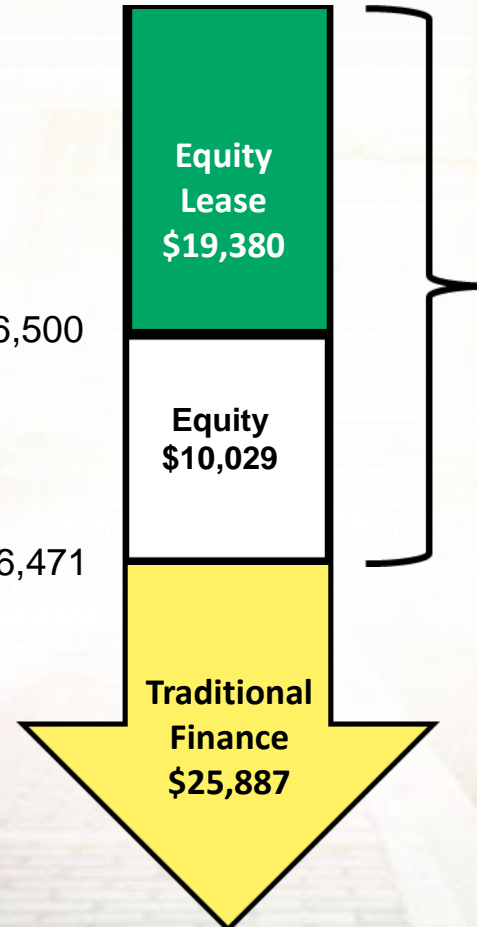
- No Mileage Restrictions
- No Excessive Wear & Tear
- Down Payment Flexibility
- Flexible Monthly Terms
- Lessee Keeps Vehicle Equity at Term

Delivered Price - \$25,887

Estimated Resale - \$16,500

Unpaid Principal - \$6,471

What is the cost for Tinley Park to work with Enterprise?



\$0 Loan Balance (\$431/month in Principle)



60 months * 1.25% Monthly
Depreciation = 75% of Delivered Price
(\$323/month in Principle)

* Increasing the Monthly
Depreciation % lowers the Reduce
Book Value mirroring a finance



VEHICLE EXPENSES

Remarketing

700 DEDICATED
REMARKETING EMPLOYEES



150 REMARKETING
LOTS IN NORTH AMERICA

IN 2017, ENTERPRISE
**SOLD OVER
1,100,000**
VEHICLES.

COMMERCIAL SALES
EXCEEDED AT AN
AVERAGE OF
110.4%
of
BLACK BOOK (CVI).



■ AUCTION **15%**
■ DIRECT TO
DEALER **85%**

19,000+
UNIQUE BUYERS





OPERATING EXPENSES

Fuel

Improved
EngineImproved
PerformanceHigher
MPG

F150 Regular Cab Long bed	Engine	Output HP/ Torque	Combined MPG
2018	2.7L Eco boost V6	325HP/375	22
2012	3.7L V6	302HP/278	18
2007	4.6L V8	248HP/294	15
2002	4.2L V6	202HP/252	16
1997	5.4L V8	235HP/310	14

2020 Ford F150 Pickup 4WD XL/XLT

 3.0 L, 6 cyl, Automatic (S10), Turbo
Diesel Vehicle
24 combined city/highway MPG
 4.2 gal/100mi
 624 miles Total Range

2012 Ford F150 Pickup 4WD FFV

 5.0 L, 8 cyl, Automatic (S6)
E85 Flexible-Fuel Vehicle Gasoline-Ethanol (E85)
16 combined city/highway MPG
 6.2 gal/100mi
 416 - 576 miles Total Range

Improved
57%
in 20 years

Vehicle Safety- STANDARD OPTIONS

2007

- Front/Side crash test
- Anti-lock brakes
- Airbags

**51.9% of vehicles in current fleet are pre-2007 (14/27)*

2012

- **Electronic Stability Control**
- Lane Departure Warning
- Rear Video

**74.1% of vehicles in current fleet are pre-2012 (20/27)*

2018

- Forward Collision Warning
- Blind Spot Warning
- Offset-crash test
- Rear Video

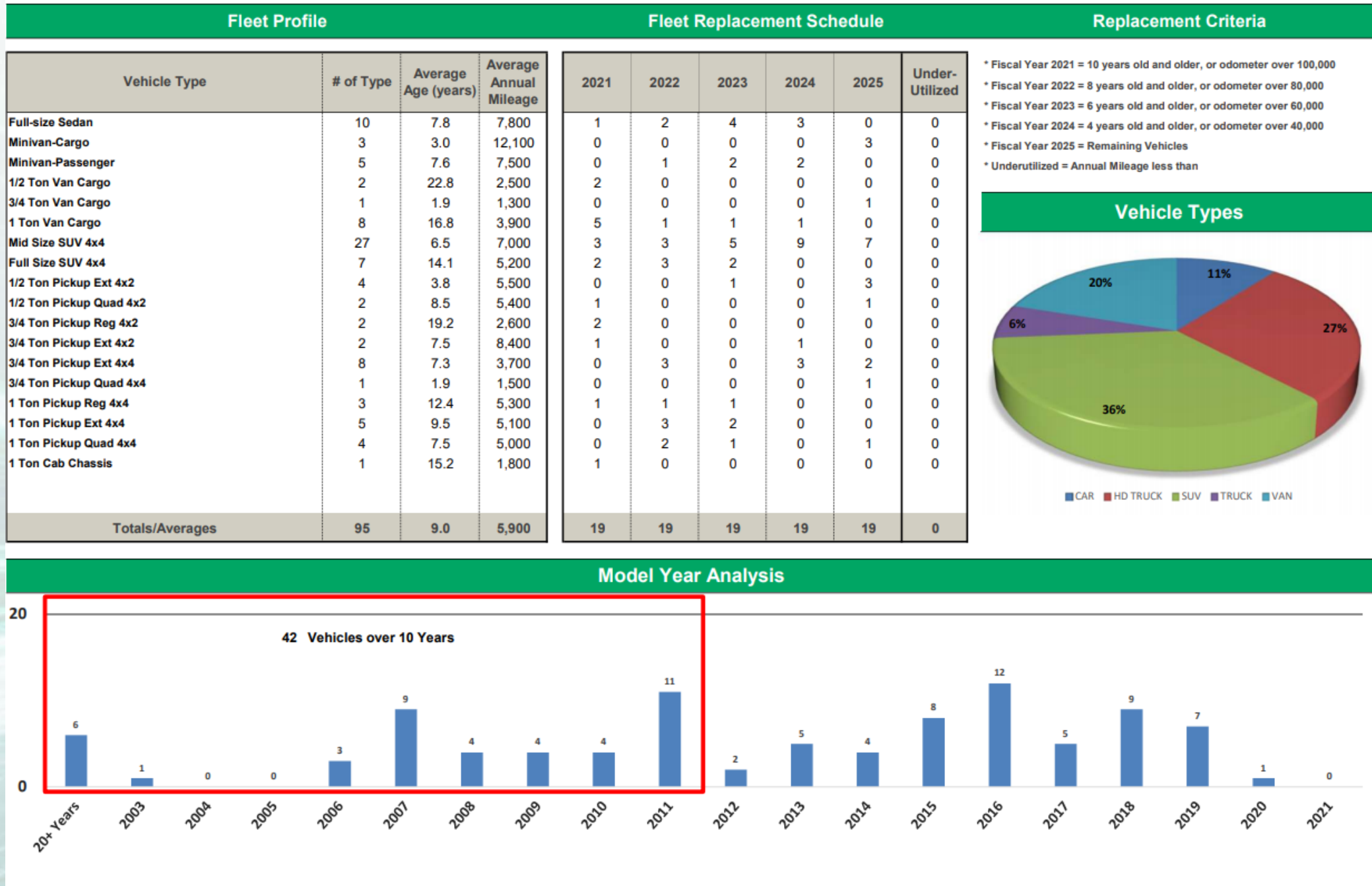
**92.6% of vehicles in current fleet are pre-2017 (25/27)*



5-Star Safety Ratings

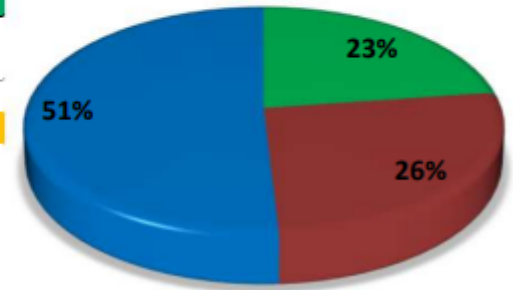
More Stars. Safer Cars.

Village of Tinley Park - Fleet Profile



Village of Tinley Park - Fleet Planning Analysis

Fleet Costs Analysis



■ Fuel ■ Maintenance ■ Purchase

Current Fleet	95	Fleet Growth	0.00%	Proposed Fleet	95
Current Cycle	11.88	Annual Miles	5,900	Proposed Cycle	2.83
Current Maint.	\$105.00			Proposed Maint.	\$33.72
Maint. Cents Per Mile	\$0.21	Current MPG	10	Price/Gallon	\$1.85

Fiscal Year	Fleet Size	Fleet Mix		Fleet Cost							Annual	
		Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
Average	95	8.0	95	0	231,870	0			119,700	103,693	455,263	0
'21	95	19	76	19	20,000	113,325	-64,975	-28,025	103,449	98,316	242,090	213,173
'22	95	23	57	38	0	253,563	-122,468	-70,062	87,198	92,939	241,170	214,093
'23	95	29	38	57	0	379,096	-160,330	-177,184	70,946	87,563	200,090	255,172
'24	95	43	19	76	0	499,205	-204,671	-291,213	54,695	82,186	140,202	315,061
'25	95	56	0	95	0	556,455	-272,618	-404,475	38,444	76,809	-5,384	460,647
'26	95	52	0	95	0	556,455		-374,098	38,444	76,809	297,610	157,652
'27	95	51	0	95	0	556,455		-449,760	38,444	76,809	221,948	233,314
'28	95	58	0	95	0	556,455		-347,160	38,444	76,809	324,549	130,714
'29	95	48	0	95	0	556,455		-370,266	38,444	76,809	301,442	153,820
'30	95	51	0	95	0	556,455		-503,156	38,444	76,809	168,552	286,710

10 Year Savings

\$2,420,356

Avg. Sustainable Savings

\$192,442

Current Fleet Equity Analysis

YEAR	2021	2022	2023	2024	2025	Under-Utilized
QTY	19	19	19	19	19	0
Est \$	\$3,420	\$6,446	\$8,438	\$10,772	\$14,348	\$0
TOTAL	\$64,975	\$122,468	\$160,330	\$204,671	\$272,618	\$0
Estimated Current Fleet Equity**					\$825,061	

* Lease Rates are conservative estimates

**Estimated Current Fleet Equity is based on the current fleet "sight unseen"

and can be adjusted after physical inspection

Lease Maintenance costs are exclusive of tires unless noted on the lease rate quote.

KEY OBJECTIVES

Lower average age of the fleet

44% of the current light and medium duty fleet is over 10 years old

Resale of the aging fleet is significantly reduced

Reduce operating costs

Newer vehicles have a significantly lower maintenance expense

Newer vehicles have increased fuel efficiency with new technology implementations

Maintain a manageable vehicle budget

Challenged by inconsistent yearly budgets

Currently vehicle budget is underfunded



enterprise
FLEET MANAGEMENT

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and _____ (hereinafter referred to as "CUSTOMER"), on the other hand on this ____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

- 1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
- 2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
- 3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$⁴⁰⁰_____ or the maximum permitted by law ("Service Fee").
- 4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
- 5. Time for Payment:
 - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.
8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

"CUSTOMER"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

Schedule 1

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC
Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC



CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and _____ (hereinafter referred to as "CUSTOMER") on this ____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of _____.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. **Right to Sell:** Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. **Power of Attorney:** CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. **Assignments:** Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. **Service Fee:** For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$ 400 ("Service Fee") plus towing at prevailing rates.
5. **Sales Process:** Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
6. **Time for Payment:**
 - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
7. **Indemnification and Hold Harmless:** Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

"CUSTOMER"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

Please complete all applicable items.

Company Name _____ Credit Applicant _____ Year Business Started _____
 Street Address _____ City _____ State _____ Zip _____
 E-mail _____ Phone # _____ Fax # _____
 Government Entity Type: ☐ State ☐ County ☐ City ☐ Other: _____
 Type of Business _____ Duns Number _____
 Parent Company or Affiliates(Name & Address): _____

PRIMARY CONTACT INFORMATION

Name _____ E-mail _____ Phone # _____
 Fleet Manager Address _____

FINANCIAL INFORMATION

Are your books prepared by an outside Accountant? ☐ Yes ☐ No
 Accountant Name _____ Email Address _____ Phone # _____

ENCLOSING WITH APPLICATION

Three years of Financial Statements (with footnotes) ☐ Audited ☐ Opinioned ☐ Internal
 Published Annual Reports ☐ Yes ☐ No
 Income Tax Returns (3 years) ☐ Yes ☐ No
 Other Items Included: _____
 Federal ID Number: _____
 Fiscal Year End (Month): _____

CURRENT VEHICLE SUPPLIER

Principle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
Current Vehicle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
<input type="checkbox"/> Purchasing <input type="checkbox"/> Leasing <input type="checkbox"/> Finance				

INSURANCE

Company _____ Agent _____ Policy # _____ Exp. Date _____
 Street Address _____ City _____ State _____ Zip _____
 Phone # _____ Fax # _____

ACH AUTHORIZATION AGREEMENT

LESSEE INFORMATION

Company Name _____ FEIN _____
Street Address _____ City _____ State _____ Zip _____
Contact Name _____ Phone # _____ Fax # _____
Email Address _____

BANK INFORMATION

Bank Name _____ Checking Account Only _____
Street Address _____ City _____ State _____ Zip _____
Bank Contact Name _____ Phone # _____ Fax # _____
ABA / Routing Number: _____ Account Number: _____

****PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE****

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

This transaction will be completed in accordance with the following provisions:

1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
2. An electronic copy of the invoice and/or statement will be available on EFM's website (<http://efmfleetaccess.efleets.com>) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a \$25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to:

ARBilling@efleets.com

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed _____ (Title) for _____ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Bond Rating: _____ Rating Agency: _____ Federal ID#: _____

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify

Print Name

Title

Signature

Company Name

Date

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, "EFM"), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM. (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's financial condition, or (iii) in Credit Applicant's ability to perform their respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract), because all or part of Credit Applicant's income derives from any public assistance program, or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, ATTN: EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.

Please note that this Credit Application is an application and does not commit or require EFM to extend any credit whatsoever to Credit Applicant.



MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

Initials: EFM_____ Customer_____

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

Initials: EFM_____ Customer_____

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification. (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Initials: EFM_____ Customer_____

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

Initials: EFM_____ Customer_____

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____

Initials: EFM _____ Customer _____

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: **1200 Jorie Blvd Suite 300**

Oak Brook, IL 60523

Date Signed: _____



Interoffice Memo

Date: April 1, 2021

To: David Niemeyer – Village Manager
John Urbanski – Public Works Director

From: Colby Zemaitis, PE, CFM – Village Engineer

Subject: FY22 PMP - MFT Resolution and Engineering Agreement

Prepared for the Committee of the Whole and Village Board Meeting for consideration and possible action:

Description: The project entails approximately 4.8 miles of local streets to be resurfaced. The total estimated cost for this project is \$3,000,000 funded entirely with MFT funds. Robinson Engineering has prepared a map and list of streets to be included in this year's project. These will be added to the Village website under Current Projects once it is approved by the Board.

The agreement between the Village and Robinson Engineering would include preliminary design engineering and field services for this project. Final costs of this agreement are in accordance with State requirements and will be based on a percentage basis of the PMP awarded contract amount (3.5% for design and 6% for construction observation). REL has completed and provided the necessary IDOT documents to be signed by the Village upon approval of this Resolution and Engineering Agreement.

Staff Direction Request:

1. Approve Resolution and Professional Services Agreement between the Village and Robinson Engineering and direct to Village Board for approval.
2. Direct Staff as necessary.

Attachments:

1. Street Name Listing Spreadsheet
2. FY22 PMP Proposed Resurfacing Map

MEMORANDUM

DATE: April 1, 2021
TO: Trustee Michael W. Glotz
Chair – Public Works Committee
FROM: Van Calombaris, PE, Village Engineering Consultant

SUBJECT: FY2022 Pavement Management Program (PMP) - Street Resurfacing

Attached for your reference is a list which shows the preliminary streets that are being recommended to be covered under the FY2022 program. The recommendation includes approximately 4.8 miles of streets to be resurfaced under the program. The total funding needed for the estimated cost of the FY2022 Program is \$3,000,000.

This year's program will be funded entirely with MFT funds. It is not anticipated that there will be increases in existing revenues, any grants through SSMMA or the dedication of any other existing revenues.

Due to the complications of COVID, this year's program is being put out to bid later than in past years as it was difficult to establish this year's program budget amount. We do not know what affect this will have on the bids. We have also been told that pricing is up from last year due to cost increases in asphalt, gasoline and other materials.

A schedule for adoption of the MFT Resolution/Agreements, bidding schedule, award and construction is provided below.

- **Tuesday 4-13-21** Discuss the final PMP Program details and potential funding up to \$3,000,000 at a Village Committee of the Whole Meeting and discuss entering into an official agreement for Robinson Engineering to provide engineering services related to the Resurfacing Program.
- **Tuesday 4-13-21** Approve \$3,000,000 in spending for the FY2022 PMP Resurfacing Program from MFT funds at Village Board Meeting. Pass MFT Resolution.
- **Tuesday 4-13-21** Approve entering into an Agreement for Robinson Engineering to provide engineering services related to the FY2021 Resurfacing Program.
- **Wednesday 4-14-21** Send signed resolution, agreements and engineering documents to IDOT for approval.
- **On or before Tuesday 5-25-21** Pending IDOT's approval, accept bids for the FY2022 PMP Resurfacing Program. Bid date will be dependent upon IDOT's review turnaround and could be earlier. Village Board should direct staff to set the actual bid date per IDOT's recommendation.
- **Tuesday 6-1-21** Approve award of PMP Contract to lowest responsive, responsible bidder.
- **Monday 6-14-21** Tentative construction start.

Attachments-Street Location Map and List

Tinley Park PMP FY2022 PMP Proposed Street Resurfacing (21-R0005.01)

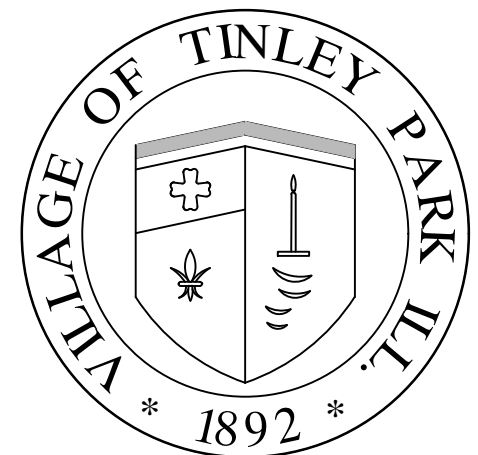
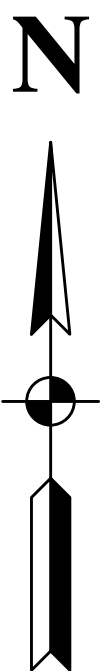
Location No.	Location Name	From	To	Length
1	Spring Creek Drive	N Creek Drive	N Creek Drive	1322
2	174th Street	Oriole Avenue	Osceola Avenue	1165
3	White Oak Lane	Timbers Pointe Drive	Culdesac to north	152
4	Barbara Avenue	Ridgeland Avenue	Carlsbad Drive	824
5	Carlsbad Drive	Ridgeland Avenue	Gaynelle Road	1394
6	Beverly Avenue	167th Street	Carlsbad Drive	1204
7	163rd Street	84th Avenue	80th Avenue	2644
8	170th Street	Harlem Avenue	New England Avenue	1757
9	169th Street	New England Avenue	Oak Park Avenue	544
10	Sayre Avenue	170th Street	167th Street	1880
11	New England Avenue	170th Street	167th Street	1906
12	168th Street	Harlem Avenue	Sayre Avenue	1212
13	Westwind Drive	167th Street	168th Street	720
14	Misty Lane	168th Street	Culdesac to south	300
15	Crystal Court	168th Street	Culdesac to south	210
16	Golden Pheasant Drive	179th Street	Pheasant Lake Drive	472
17	Meadowlark Drive	Golden Pheasant Drive	Flamingo Drive	961
18	Pheasant Lake Drive	Golden Pheasant Drive	183rd Street	2184
19	Cardinal Lane	Golden Pheasant Drive	Flamingo Drive	596
20	Pelican Lane	Golden Pheasant Drive	Flamingo Drive	584
21	Flamingo Drive	Pheasant Lake Drive	Hummingbird Drive	773
22	Hummingbird Drive	Flamingo Drive	Bluebird Drive	1196
23	Cherry Hill Road	84th Avenue	167th Street	1167

25,167 FT = 4.8 Miles

VILLAGE of TINLEY PARK

M.F.T. 21-00000-00-GM

FY 2022 PAVEMENT MANAGEMENT PROGRAM PROPOSED RESURFACING

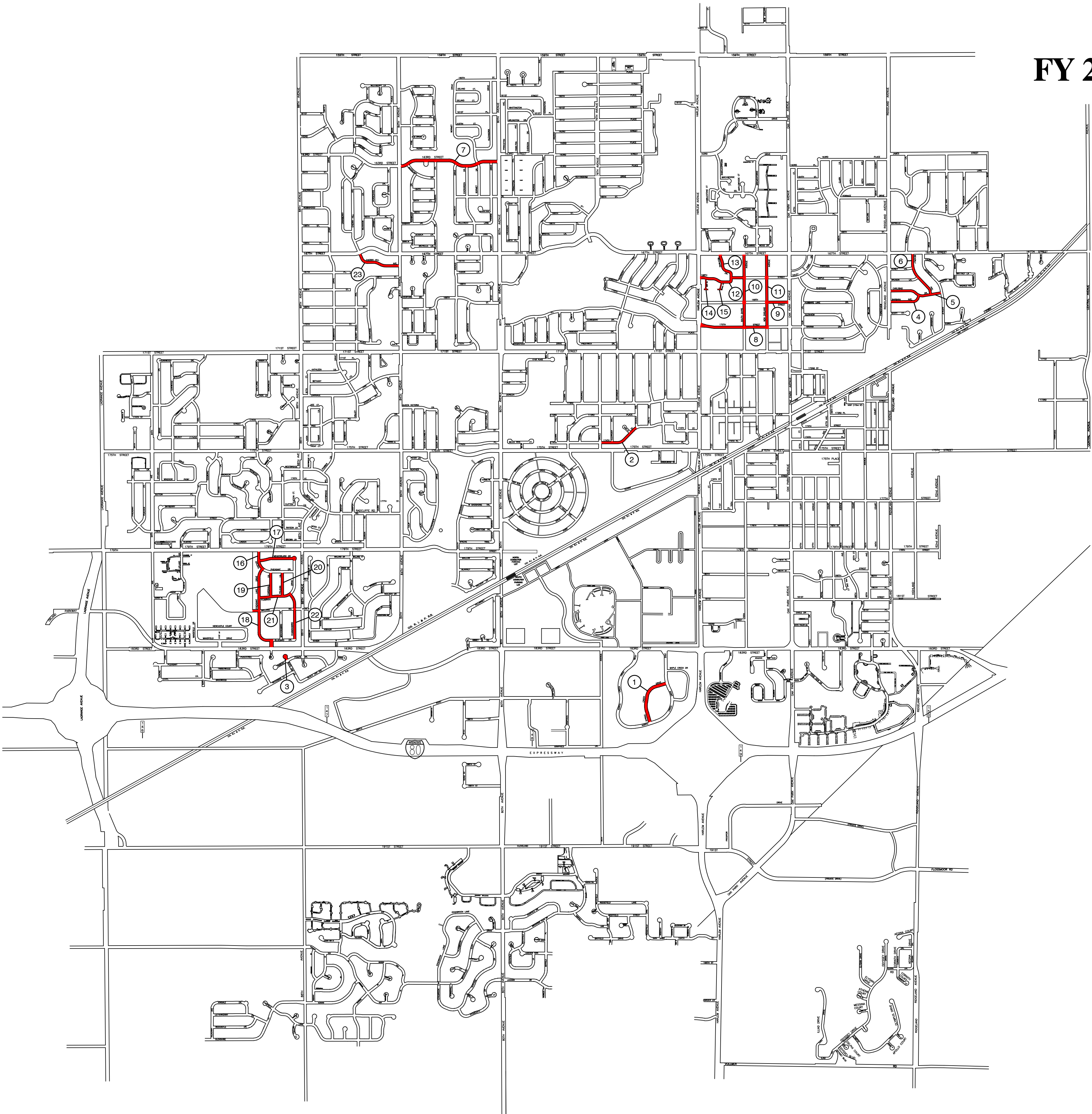


VILLAGE PRESIDENT
JACOB C. VANDENBERG

VILLAGE CLERK
KRISTIN A. THIRION

VILLAGE TRUSTEES
CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ

WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL G. MUELLER



Tinley Park PMP FY2022 PMP Proposed Street Resurfacing (21-R0005.01)				
Location No.	Location Name	From	To	Length
★ 1	Spring Creek Drive	N Creek Drive	N Creek Drive	1322
★ 2	174th Street	Orion Avenue	Osceola Avenue	1165
★ 3	White Oak Lane	Timbers Pointe Drive	Culdesac to north	152
4	Barbara Avenue	Ridgeland Avenue	Carlsbad Drive	824
★ 5	Carlsbad Drive	Ridgeland Avenue	Gaynelle Road	1394
★ 6	Beverly Avenue	167th Street	Carlsbad Drive	1204
7	163rd Street	84th Avenue	80th Avenue	2644
★ 8	170th Street	Harlem Avenue	New England Avenue	1757
9	169th Street	New England Avenue	Oak Park Avenue	544
★ 10	Sayre Avenue	170th Street	167th Street	1880
★ 11	New England Avenue	170th Street	167th Street	1906
★★ 12	168th Street	Harlem Avenue	Sayre Avenue	1212
★ 13	Westwind Drive	167th Street	168th Street	720
★ 14	Misty Lane	168th Street	Culdesac to south	300
★ 15	Crystal Court	168th Street	Culdesac to south	210
16	Golden Pheasant Drive	179th Street	Pheasant Lake Drive	472
17	Meadowlark Drive	Golden Pheasant Drive	Flamingo Drive	961
18	Pheasant Lake Drive	Golden Pheasant Drive	183rd Street	2184
19	Cardinal Lane	Golden Pheasant Drive	Flamingo Drive	596
20	Pelican Lane	Golden Pheasant Drive	Flamingo Drive	584
21	Flamingo Drive	Pheasant Lake Drive	Hummingbird Drive	773
22	Hummingbird Drive	Flamingo Drive	Bluebird Drive	1196
★ 23	Cherry Hill Road	84th Avenue	167th Street	1167

25,167 FT = 4.8 MILES

MAP LEGEND

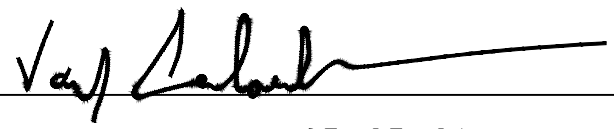
 STREET TO BE RESURFACED

TABLE LEGEND

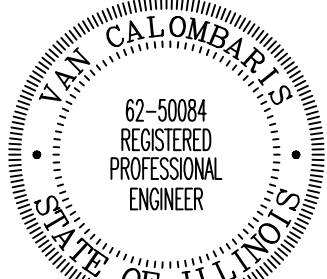
★ INDICATES STREET TO HAVE FULL SURFACE REMOVAL AND HOT IN PLACE RECYCLING

★★ INDICATES STREET WILL HAVE COMBINATION OF SURFACE REMOVAL, HOT IN PLACE RECYCLING, EDGE GRIND AND RESURFACING

PREPARED BY OR UNDER THE
DIRECT SUPERVISION OF:



03-23-21



LICENSE EXPIRES: 11/30/21

PREPARED BY:



ILLINOIS DESIGN FIRM REGISTRATION NO. 184001128
PROJECT NO. 21-R0005_01

SHEET NO. 1 OF 7



Interoffice Memo

Date: April 1, 2021

To: David Niemeyer – Village Manager
John Urbanski – Public Works Director

From: Colby Zemaitis, PE, CFM – Village Engineer

Subject: Concrete Flatwork and Curb Repair Program – Contract Extension (Final)

Prepared for the Committee of the Whole and Village Board Meeting for consideration and possible action:

Description: The Village utilized the sidewalk and curb repair services of J&J Newell Concrete Contractors the last two (2) years for maintaining and constructing sidewalks and curb repairs on our Village-owned properties. Their services totaled over 11,500 square feet of new sidewalk throughout the Village each year.

Background: The service contract was advertised and bid in 2019 in accordance with State bidding laws and provided the Village the potential of extending the contract for two (2) additional years at an overall percent increase identified by the Contractor should their services be found acceptable by the Village. The previous two (2) year's services by J&J Newell were found to be acceptable and their previous services for the Village have found them to be a credible, trustworthy Contractor.

Bids were opened for the 2019 Concrete Flatwork and Curb Repair Program on June 4, 2019. J&J Newell was the low bidder in the amount of \$197,647.50 with a 2.5% annual increase. This is the final year of renewal for this Contract.

Budget/Finance: Funding requested to be budgeted for FY22 was \$190,000 under the Public Works General Fund for Sidewalk Repairs/Replacement/Additional.

Staff Direction Request:

1. Approve Contract Extension with J&J Newell Concrete Contractors, Inc. for the Concrete Flatwork and Curb Repair in the amount of \$202,588.69 or in amount approved in FY22 Budget and direct to Village Board for approval.
2. Direct Staff as necessary.

Attachments:

1. 2019 Bid Tab



**2019 Concrete Flatwork and Curb Program
Bid Tab**

Date: 6/4/19

Updatde: 1/20/21

2021 Prices

J&J Newell Concrete Contractors, Inc.
14500 Alice Ave Burnham, IL 60633

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price
1	Sidewalk Removal - Special	Sq Ft	4,500	\$1.52	\$6,851.25	\$1.45	\$6,525.00
2	Driveway Pavement Removal	Sq Yd	350	\$13.39	\$4,685.63	\$12.75	\$4,462.50
3	Portland Cement Concrete Sidewalk, 5" - Special	Sq Ft	4,000	\$8.66	\$34,650.00	\$8.25	\$33,000.00
4	Portland Cement Concrete Sidewalk, 7" - Special	Sq Ft	500	\$9.19	\$4,593.75	\$8.75	\$4,375.00
5	Aggregate Base Course, Type B, 4"	Sq Yd	500	\$3.78	\$1,890.00	\$3.60	\$1,800.00
6	Detectable Warning Plate - Special	Sq Ft	500	\$21.00	\$10,500.00	\$20.00	\$10,000.00
7	Earth Excavation - Special	Cu Yd	500	\$52.50	\$26,250.00	\$50.00	\$25,000.00
8	Combination Curb and Gutter Removal and Replacement - Special	Lin Ft	700	\$39.80	\$27,856.50	\$37.90	\$26,530.00
9	Portland Cement Concrete Driveway Pavement, 7" - Special	Sq Yd	200	\$64.73	\$12,946.50	\$61.65	\$12,330.00
10	PCC Patching, 10"	Sq Yd	200	\$210.00	\$42,000.00	\$200.00	\$40,000.00
11	Hot-Mix Asphalt Driveway Pavement, 6" - Special	Sq Yd	150	\$89.25	\$13,387.50	\$85.00	\$12,750.00
12	Manholes to be Adjusted	Each	25	\$404.25	\$10,106.25	\$385.00	\$9,625.00
13	Valve Boxes to be Adjusted	Each	25	\$52.50	\$1,312.50	\$50.00	\$1,250.00
14	Topsoil Furnish and Place, 4" - Special	Sq Yd	500	\$8.40	\$4,200.00	\$8.00	\$4,000.00
15	Sodding, Special	Sq Yd	500	\$10.50	\$5,250.00	\$10.00	\$5,000.00
16	Perimeter Erosion Barrier	Lin Ft	200	\$5.25	\$1,050.00	\$5.00	\$1,000.00
				Total	\$207,529.88	Total	\$197,647.50
						As-Read Total	\$197,647.50

2021 Contract Total: \$207,529.88

*** Contract amount based on funds provided in approved FY2020-2021 Budget**



Interoffice Memo

Date: April 8, 2021

To: David Niemeyer, Village Manager
Pat Carr, Assistant Village Manager

From: Terry Lusby, Jr., Facilities & Fleet Superintendent

Subject: Approve Service Contract: Heating, Ventilation and Air Conditioning (HVAC) Annual Maintenance and Inspection of all Village Facilities

Presented for April 13th, 2021 Committee of the Whole meeting / April 20th, 2021 Board Meeting Agenda discussion and possible action:

Description:

Approve a service contract with Murphy & Miller, Inc. of Chicago, Illinois for the annual maintenance and inspection of Village Facilities HVAC units. In general the scope of services includes:

1. Inspection of HVAC Systems for wear/damage (7 facilities/36 HVAC units).
2. Routine preventive maintenance and inspections (4 for equipment controls/2 for air-conditioning & heating).
3. Equipment startups, shutdowns, and control repairs (4 complete filter change-outs).

Background: Public Works is tasked with proper upkeep of all Facilities HVAC systems to optimize indoor air quality of all citizens and Village employees. Continual routine preventive maintenance/inspections assures optimal system working conditions and conserves the life span of vital Village owned equipment. For more than 81 years, Murphy & Miller, Inc. has been serving municipalities and commercial businesses throughout the South Suburbs and Greater Chicagoland area. Murphy & Miller, Inc. has utilized their extensive intricate knowledge of our unique HVAC systems to assist us with avoiding equipment failures and optimizing our systems to operate at the most efficient levels.

The Village has contracted with Murphy & Miller, Inc. for approximately the past 11 years and found them to perform all contracted services satisfactorily.

Budget / Finance: Funding is budgeted and available in the approved FY22 Budget; Municipal Buildings Fund.

Budget Available	\$25,824.00
<u>Contract Amount</u>	<u>\$25,809.65</u>
Difference – Under Budget	\$14.35

Staff Direction Request:

1. Approve a service contract with Murphy & Miller, Inc. of Chicago, Illinois for the annual maintenance and inspections in the amount of \$25,809.65.
2. Direct staff as necessary.



Interoffice Memo

Date: March 22, 2021

To: David Niemeyer, Village Manager
Pat Carr, Assistant Village Manager

From: Terry Lusby, Jr., Facilities & Fleet Superintendent

Subject: Approve Service Contract: Building Automation Systems Annual Maintenance and Inspection of all Village Facilities

Presented for April 13th, 2021 Committee of the Whole meeting / April 20th, 2021 Board Meeting Agenda discussion and possible action:

Description:

Approve a service contract with Total Automation Concepts, Inc. of Alsip, Illinois for the annual maintenance and inspection of Village facilities building automation systems. In general the scope of services includes:

1. Inspection of all field devices, controllers, and network elements for wear/damage (7 facilities).
2. Routine preventive maintenance, technical assistance, and server/system updates (4 inspections).
3. Equipment testing, calibration, and control repairs.

Background: Public Works is tasked with proper upkeep of all facilities building automation systems to optimize indoor air quality of all citizens and Village employees. Continual routine preventive maintenance and inspections assures optimal system working conditions and conserves the life span of vital Village owned equipment. For more than 28 years, Total Automation Concepts, Inc. has been serving municipalities and commercial businesses throughout the South Suburbs, Northwest Indiana, and Greater Chicagoland area. Total Automation Concepts, Inc. has utilized their extensive intricate knowledge of our building automation system to assist us with improving our building management model, reducing utility costs, optimizing indoor air quality, avoiding equipment failures, and optimizing our systems to operate at the most efficient levels.

The Village has contracted with Total Automation Concepts, Inc. for approximately the past 11 years and found them to perform all contracted services satisfactorily.

Budget / Finance: Funding is budgeted and available in the approved FY22 Budget; Municipal Buildings Fund.

Budget Available	34,000
<u>Contract Amount</u>	<u>29,290</u>
Difference – Under Budget	\$4,710

Staff Direction Request:

1. Approve a service contract with Total Automation Concepts, Inc. of Alsip, Illinois for the annual maintenance and inspections in the amount of \$29,290.
2. Direct staff as necessary.

PUBLIC COMMENT

ADJOURNMENT