

NOTICE OF THE COMMITTEE OF THE WHOLE MEETING

The special meeting of the Committee of the Whole is scheduled for
Tuesday, May 18, 2021 beginning at 6:45 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 May 18, 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
MEETING OF THE COMMITTEE OF THE WHOLE

NOTICE IS HEREBY GIVEN that a Committee of the Whole Meeting of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, May 18, 2021, beginning at 6:45 p.m. in Council Chambers, located in the Tinley Park Village Hall, 16250 South Oak Park Avenue, Tinley Park, Illinois 60477.

The agenda is as follows:

1. CALL MEETING TO ORDER.
2. CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL COMMITTEE OF THE WHOLE MEETING HELD ON MAY 4, 2021.
3. DISCUSS RESOLUTION OPPOSING SB2298 AMENDING THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT OF THE ILLINOIS MUNICIPAL CODE.
4. DISCUSS RESOLUTION SUPPORTING THE RESTORATION OF LOCAL GOVERNMENT DISTRIBUTIVE FUND (LGDF).
5. DISCUSS CLASS "N" LIQUOR LICENSE FOR EVEN HOTEL, 18501 CONVENTION CENTER DRIVE.
6. DISCUSS CLASS "N" LIQUOR LICENSE FOR HAMTPION INN, 18501 N. CREEK DRIVE.
7. DISCUSS ORDINANCE APPROVING A SECOND AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT FOR BANGING GAVEL PROPERTIES, LLC.
8. DISCUSS TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT FOR JMW PROPERTIES, 7061-7063 159TH STREET.
9. DISCUSS 80TH AVENUE TRAIN STATION NON-EXCLUSIVE LICENSE AGREEMENT WITH HARP 80TH AVE TENANT, LLC
10. DISCUSS AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH GOVTEMPS USA FOR A PLANNING CONSULTANT.
11. DISCUSS VILLAGE LOBBYIST CONTRACT RENEWAL.
12. DISCUSS BENEFIT CONSULTING SERVICES RENEWAL.
13. DISCUSS PAVEMENT STRIPING CONTRACT.
14. DISCUSS METROPOLITAN WATER RECLAMATION DISTRICT (MWRD) PRIVATE SERVICE PROGRAM.
15. DISCUSS NORTHERN ILLINOIS MUNICIPAL ELECTRIC COLLABORATIVE (NIMEC) STREET LIGHT BID.
16. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION, VILLAGE CLERK

MINUTES
Special Meeting of the Committee of the Whole
May 4, 2021 – 6:30 p.m.
Village Hall of Tinley Park – Council Chambers
16250 S. Oak Park Avenue
Tinley Park, IL 60477

President Glotz called the special meeting of the Committee of the Whole on May 4, 2021, to order at 6:32 p.m.

At this time, President 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 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
K. Thirion, Village Clerk
W. Brady, Village Trustee
W. Brennan, Village Trustee
D. Galante, Village Trustee
D. Mahoney, Village Trustee
M. Mueller, Village Trustee
C. Sullivan, Village Trustee

Members Absent:

Staff Present: D. Niemeyer, Village Manager
P. Carr, Assistant Village Manager
L. Godette, Deputy Clerk
B. Bettenhausen, Village Treasurer
H. Lipman, Assistant to the Village Manager

Others Present:

Item #2 - ADJOURN TO EXECUTIVE SESSION - Motion was made by Trustee Mueller, seconded by Trustee Brennan, at 6:34 p.m. to adjourn to Executive Session to discuss the following:

- a. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.

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

Item #3 - CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL COMMITTEE OF THE WHOLE MEETING HELD ON APRIL 13, 2021 – Motion was made by Trustee Brennan, seconded by Trustee Mueller, to approve the minutes of the Special Committee of the Whole meeting held

on April 13, 2021. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Item #4 – DISCUSS CLASS DV LIQUOR & VIDEO GAMING LICENSE REQUEST FOR DURBIN’S EXPRESS, 18250 OAK PARK AVENUE – Hannah Lipman, Assistant to the Village Manager, presented the liquor license request. The petitioner, Tom McAuliffe, has approached the Mayor’s Office seeking a Class DV Liquor and Video Gaming License for a new Durbin’s location at 18250 Oak Park Avenue.

This additional location will be similar to that of the current location in regards to the menu but will operate at a smaller scale, with about 6-8 dine-in tables, a pick-up window, and an enclosed video gaming area. There will not be a sit-down bar at this location.

A Class DV license allows for the retail sale of alcoholic liquor on the premises and must be made in conjunction with the operation of a restaurant on the premise. Service is restricted to tables or booths; no bar stools are allowed. Video Gaming is allowed.

Trustee Galante asked if there will be liquor sales at the drive-thru window and if this location will be classified as a gaming parlor. Mr. McAuliffe stated that the window will only be used for the pick-up of food. Ms. Lipman added per State and local Ordinances, drive-thru window liquor sales are not permitted. The DV liquor license follows the same requirements as a café but is not classified as a gaming café.

Trustee Mueller asked if there will be servers in the dining area. Mr. McAuliffe replied not at this time.

Motion was made by Trustee Brennan, seconded by Trustee Brady, to recommend a Class DV Liquor & Video Gaming License for Durbin’s Express, 18250 Oak Park Avenue, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Item #5 – DISCUSS PURCHASE AND SALE AGREEMENT (PSA) FOR THE PROPERTY AT 17368 68TH COURT (BECHSTEIN CONSTRUCTION COMPANY) – David Niemeyer, Village Manager, presented the PSA. The Village is seeking to purchase the property owned by Bechstein Construction Company at 17368 68th Court for \$550,000 using funds from the New Bremen TIF. The property consists of five (5) tax parcels. The seller will work cooperatively with the Village to remediate the property and seek reimbursement from the State’s LUST (leaking underground storage tank) fund and obtain an NFR (no further remediation) letter. The seller will be allowed to continue to occupy the site for up to two (2) years after the sale and would be responsible for paying all property taxes assessed during that time and demolishing the existing structures. After the seller vacates the site, the Village can determine whether to utilize this property for needed downtown parking (current intentions) or seek proposals for redevelopment. The two parties will have ninety (90) days to close from the execution of the PSA, which is expected to allow sufficient time to complete due diligence activities, including environmental sampling to determine the extent of clean-up that may be required.

Motion was made by Trustee Mueller, seconded by Trustee Mahoney, to recommend a Purchase and Sale Agreement (PSA) for the property at 17368 68th Court (Bechstein Construction Company), be forwarded to the Village Board for approval. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Item #6 – DISCUSS AGREEMENT WITH MIDWEST ENVIRONMENTAL CONSULTING SERVICES, INC. FOR SITE INVESTIGATION AND UNDERGROUND STORAGE TANKS (UST) REMOVAL ACTIVITIES FOR THE BECHSTEIN CONSTRUCTION COMPANY

PROPERTY, 17368 68TH COURT – Mr. Niemeyer presented the agreement. The Village is interested in acquiring this property and requested a proposal from Midwest Environmental Consulting Services, Inc. to conduct a subsurface investigation to assess the subsurface soils and groundwater associated with the removal of UST’s as well as determine whether any additional tanks currently exist or need to be removed to obtain an NFR letter for this site.

The Public Work Department contacted and obtained three (3) proposals from environmental engineering firms with experience conducting site evaluations, site clean-ups, and overseeing the removal of UST’s. Each firm was provided background information on this site, and also did their own site research before submitting their proposal.

Three (3) proposals were initially submitted; however, all proposals didn’t follow the same procedure. Therefore, revised proposals with defined tasks were requested.

<u>Environmental Consulting Firm</u>	<u>Bid Proposals</u>
Midwest Environmental Consulting Services, Inc.	\$84,194
Robinson Engineering Ltd.	\$140,646 - \$233,468
True North Consultants	Did not resubmit
Engineer’s Estimate:	\$100,000

The Village is currently looking to purchase this property so the overall cost for this project will be addressed in escrow as part of the purchase agreement with the property owner.

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

Item #7 – DISCUSS ESTABLISHMENT OF AN ADVISORY COMMISSION ON LABOR AND DEVELOPMENT – President Glotz proposed to create a Labor and Development Advisory Commission, created to structure sound labor policies for public works construction and commercial development that protect local workers, contractors, and taxpayers, while supporting fair contracting in the Village of Tinley Park. The Commission will make its findings and recommendations to the President and Board of Trustees, as well as other governmental agencies, upon the direction of the Corporate Authorities.

Motion was made by Trustee Brady, seconded by Trustee Mahoney, to recommend the establishment of an Advisory Commission on Labor and Development, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Item #8 – DISCUSS ADMINISTRATIVE HEARING OFFICER APPOINTMENT – Mr. Niemeyer presented a proposal from Klein, Thorpe and Jenkins (KTJ), the former Village Attorney, to be the administrative hearing officer for the Village. KTJ would replace the current hearing officer, Montana and Welch, who has been the hearing officer since 2017. KTJ rates would be \$195 per hour for partners (same as Montana and Welch) and \$85 per hour for paralegals (Montana and Welch charged \$95 per hour). This appointment would be effective June 1, 2021.

Motion was made by Trustee Brennan, seconded by Trustee Mueller, to recommend the appointment of Klein, Thorpe and Jenkins as the Administrative Hearing Officer for the Village, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Item #9 – DISCUSS SPECIAL COUNSEL APPOINTMENT – Mr. Niemeyer summarized the appointment of Del Galdo Law Group as Special Counsel for the Village. The scope of work will include, but will not be limited to, planning, zoning, land acquisition, and litigation. The rate of pay will be \$195 per hour for partners, \$175 per hour for Associates, and \$95 per hour for Paralegals.

Trustee Galante requested that the bills be detailed in such a way that they are traceable to the case or project to monitor that the benefits outweigh its costs. She would also like the Board to have the ability to review the bills. Mr. Niemeyer stated the reporting is not detailed by case but can be provided. President Glotz stated currently the bills are reviewed by the Finance staff and approved by the Village Manager. Brad Bettenhausen, Village Treasurer, confirmed.

Motion was made by Trustee Brennan, seconded by Trustee Sullivan, to recommend Del Galdo Law Group as Special Counsel, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Item #10 –RECEIVE COMMENTS FROM THE PUBLIC –

President 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 Mueller, seconded by Trustee Brady, to adjourn the Committee of the Whole. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the meeting adjourned at 7:21 p.m.

dm



Interoffice Memo

Date: May 13, 2021

To: Village Board

From: David Niemeyer, Village Manager

Subject: Resolution Opposing SB2298 Amending the Tax Increment Allocation Redevelopment Act of the Illinois Municipal Code

SB2298 amends and significantly modifies the Tax Increment Allocation Redevelopment Act (TIF Act) and will critically impair the ability to use TIF as an economic development tool in Tinley Park and across the State of Illinois. The most impactful modifications are in the determination of “blighted” and “conservation” areas that will make designating a TIF area difficult. The bill also reduces the allowable life of a TIF district from 23 years to 10 years, which decreases a municipality’s ability to have a realistic timeline to plan and execute the redevelopment plan. Both modifications to the TIF Act are detrimental to the use of TIF to restore viability in economically distressed areas in Illinois and Tinley Park in the future. The Village recently learned that the bill may be withdrawn and a study group formed this summer which should include municipal representatives.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2021-R-039

**A RESOLUTION BY THE VILLAGE OF TINLEY PARK, ILLINOIS
OPPOSING SB2298 AMENDING THE TAX INCREMENT ALLOCATION
REDEVELOPMENT ACT OF THE ILLINOIS MUNICIPAL CODE**

**MICHAEL W. GLOTZ, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK**

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees**

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2021-R-039

**A RESOLUTION BY THE VILLAGE OF TINLEY PARK, ILLINOIS OPPOSING
SB2298 AMENDING THE TAX INCREMENT ALLOCATION REDEVELOPMENT
ACT OF THE ILLINOIS MUNICIPAL CODE**

WHEREAS, the Tax Increment Allocation Redevelopment Act of the State of Illinois (the “Act”) creates tax increment financing to stimulate and induce redevelopment and to provides cities with a mechanism to construct public infrastructure to spur economic development and job growth within their jurisdiction; and

WHEREAS, the Act makes it possible for municipalities like the Village of Tinley Park to incentivize development within the areas that are found to be “blighted areas” in order to reduce or eliminate the factors that cause such areas to be designated as “blighted areas” by reimbursing others for the payment of eligible redevelopment project costs as defined in Section 11-74.4-3(q) of the Act, and further authorizes communities to implement tax increment allocation financing to pay for the costs of such redevelopment permitted under the Act; and

WHEREAS, SB2298 (the “Bill”), sponsored by Senator Ann Gillespie and co-sponsored by Senator Melinda Bush attempts to eliminate the effectiveness of the most important tool available to municipalities to enhance positive economic change; and

WHEREAS, the Bill adds two factors to the determination of “blighted area” for improved industrial, commercial, and residential buildings and removes or modifies various factors for the definitions of “blighted area” and “conversation area” that will greatly reduce the eligibility for many distressed areas throughout Illinois communities; and

WHEREAS, the Bill would require all new redevelopment projects to have a completion date no later than the end of the 10th year after a TIF Ordinance is adopted, instead of the 23 years currently allowed, thereby greatly reducing the life of TIF Districts and the ability for a TIF District to effectively support new growth and redevelopment projects; and

WHEREAS, the Bill would prohibit new or modified redevelopment project areas that overlap with other previously approved project areas, eliminating the ability for communities to successfully develop or redevelop contiguous areas that may not have been eligible at the time the TIF District was originally adopted; and

WHEREAS, the Bill would impose stricter requirements for EAV decline and it would eliminate common TIF eligibility criteria such as dilapidation, deterioration, code standards, excessive vacancies, lack of ventilation, obsolete platting, diversity of ownership, and adjacent deterioration, thereby significantly reducing the possibility that TIF Districts can be used as a viable redevelopment tool in communities throughout Illinois; and

WHEREAS, the Village recently learned that Senator Gillespie will be withdrawing the legislation and form a study group this summer.

NOW, THEREFORE, BE IT RESOLVED by the Village of Tinley Park, that the Village strongly opposes SB2298, and urges all legislators, the Illinois General Assembly and the Governor to vote against this legislation. If a study group is formed, the Illinois Municipal League and other municipal organizations be invited to participate.

FURTHER, THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

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

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

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

PASSED THIS 18th day of May, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 18th day of May, 2021.

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2021-R-039, “A RESOLUTION BY THE VILLAGE OF TINLEY PARK, ILLINOIS OPPOSING SB2298 AMENDING THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT OF THE ILLINOIS MUNICIPAL CODE,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 18, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of May, 2021.

KRISTIN A. THIRION, VILLAGE CLERK



Interoffice Memo

Date: May 13, 2021

To: Village Board

From: David Niemeyer, Village Manager

Subject: Resolution Supporting Restoration of Local Government Distributive Fund (LGDF) Revenue

The State of Illinois has maintained a long-held agreement with municipalities to support and invest in local services through the Local Government Distributive Fund (LGDF). The LGDF includes the collection and distribution of tax revenues on behalf of municipalities. The state government has shared a percentage of the total income tax collections through the LGDF with municipalities on a per capita basis in lieu of a local income tax. Municipalities depend on LGDF dollars, which can account between 10 and 20% of their operating budget. The Governor has proposed that the Fiscal Year 2022 state budget include a further 10% reduction in the amount of LGDF revenue distributed to local governments. The attached resolution urges the General Assembly and the Governor to restore LGDF payment to the promised 10% rate so communities across Illinois may provide basic levels of service and lessen the reliance on property taxes.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2021-R-033

**A RESOLUTION SUPPORTING RESOTRATION OF LOCAL
GOVERNMENT DISTRIBUTIVE FUND (LGDF)**

**MICHAEL W. GLOTZ, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK**

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees**

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2021-R-033

**A RESOLUTION SUPPORTING RESOTRATION OF LOCAL
GOVERNMENT DISTRIBUTIVE FUND (LGDF)**

WHEREAS, municipalities across the State of Illinois provide essential services to their residents that include public safety support, transportation and storm/wastewater infrastructure and community health services along with many others; and

WHEREAS, the State of Illinois has maintained a long-held agreement with municipalities to support and invest in these local services through the Local Government Distributive Fund (LGDF), which includes the collection and distribution of tax revenues on behalf of municipalities; and

WHEREAS, since the state income tax was adopted in 1969, state government has shared a percentage of total income tax collections through the LGDF with municipalities on a per capita basis in lieu of a local income tax; and

WHEREAS, these shared revenues have been significantly reduced by the State since 2011 from 10% to now 6.06%; and

WHEREAS, municipalities depend on LGDF dollars, which can account between 10 and 20% of a municipality's operating budget, to lessen the burden on taxpayers and reduce the reliance on property taxes; and

WHEREAS, Governor JB Pritzker has proposed that the Fiscal Year 2022 state budget include a further 10% reduction in the amount of LGDF revenue distributed to local governments; and

WHEREAS, this revenue reduction has been proposed at a time when municipalities are continuing to spend additional funds on the COVID-19 emergency response; and

WHEREAS, in addition to LGDF cuts over the years, the State has also reduced municipalities' share of the personal property replacement tax and increased sales tax collection fees while cities and villages have had to fund skyrocketing pension costs, which account for substantial budget increases each year; and

WHEREAS, those municipalities with fewer revenue sources, such as retail businesses with higher equalized assessed values on property, suffer the most and will be forced to explore increasing property taxes or cutting services amid further LDGF reductions.

NOW, THEREFORE, BE IT RESOLVED that the Village of Tinley Park urges the General Assembly and the Governor to restore LGDF payments to the promised 10% rate so municipalities across Illinois may provide basic levels of service and lessen the reliance on property taxes.

FURTHER, THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

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

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

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

PASSED THIS 18th day of May, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 18th day of May, 2021.

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2021-R-033, “A RESOLUTION SUPPORTING RESOTRATION OF LOCAL GOVERNMENT DISTRIBUTIVE FUND (LGDF),” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 18, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of May, 2021.

KRISTIN A. THIRION, VILLAGE CLERK



Interoffice Memo

Date: May 18, 2021

To: Village Board of Trustees

Cc: David Niemeyer, Village Manager

From: Hannah Lipman, Assistant to the Village Manager

Subject: Class N Liquor License Request Request – EVEN Hotel – 18501 Convention Center Drive

Background:

The petitioner, Dan Fitzgerald – Managing Director EVEN Hotel & Tinley Park Convention Center, has approached the Mayor’s Office seeking a Class N Liquor License. A Class N Liquor License authorizes a hotel to serve beer and wine on the premises, in addition to operate a pantry selling packaged beer and wine for the convenience of guests staying at the hotel.

The newly renovated EVEN Hotel has 202 guest rooms with an on-site fitness center, restaurant, and more. The Class N Liquor License will compliment the services provided and add convenience to hotel guests.

Request: Award a Class N Liquor License to EVEN Hotel located at 18501 Convention Center Drive.



Interoffice Memo

Date: May 18, 2021

To: Village Board of Trustees

Cc: David Niemeyer, Village Manager

From: Hannah Lipman, Assistant to the Village Manager

Subject: Class N Liquor License Request Request – Hampton Inn – 18501 North Creek Drive

Background:

The petitioner, Hampton Inn, approached the Mayor's Office seeking a Class N Liquor License prior to COVID, and has now been back in contact looking to move things forward. A Class N Liquor License authorizes a hotel to serve beer and wine on the premises, in addition to operate a pantry selling packaged beer and wine for the convenience of guests staying at the hotel.

Hampton Inn is conveniently located off of I-80 and easily accessible from the Hollywood Casino Amphitheater, Tinley Park Convention Center, and down town Tinley. It currently operates a convenience shop that sells items such as pop, water, candy, chips, etc. It is open 24/7, but the sale of alcohol will be in conformity with the permitted hours for alcohol sales as designated by Village code. Employees who handle alcohol sales will be BASSETT certified. This hotel does not operate a bar.

Request: Award a Class N Liquor License to Hampton Inn located at 18501 North Creek Drive.

Tinley Park Hampton Inn (18501 North Creek Drive)

The Hampton Inn would like to start selling bottled beer and wine to guests from their small convenience shop by the front desk. To do that they are interested in applying for a Class N alcohol license with the Village of Tinley Park. The alcohol would be for on premise consumption. Outside the convenience shop, extra alcohol would be stored in a locked storage closet. The alcohol sale hours would be all hours allowed by the Village of Tinley Park which is 6am-2am Monday-Saturday and Noon-2am on Sundays.

Currently the convenience shop sells other items such as pop, water, candy, chips, etc. It is open 24/7 but the alcohol would only be sold during the allowable hours. Employees handling alcohol will take the required alcohol training. The hotel does not have a bar. In addition to the convenience shop the hotel offers a complimentary breakfast to guests.



Interoffice Memo

Date: May 18, 2021
To: Committee of the Whole
Dave Niemeyer, Village Manager
From: Kimberly Clarke, Director of Community Development
Subject: Second Amendment to Banging Gavel Economic Incentive Agreement

Background

Pilsen Breweries, Inc. d/b/a Banging Gavel Brews (BGB) purchased the Vogt building located at 6811 Hickory Street on June 30, 2017. The Village and owner of the property entered into an economic incentive agreement on April 3, 2017 under Ordinance 2017-O-016. The incentive agreement would assist the developer to redevelop the property to feature a brewery and restaurant with an outdoor patio. The incentive agreement granted \$850,000 in assistance; \$600,000 of the assistance was comprised of a \$450,000 Historic Preservation grant, plus \$150,000 for public land purchase. The purchase of the public land was completed. The remaining \$250,000 was to come in the form of sales tax sharing over ten (10) years. The owner was entitled to 50% of the sales tax revenue received in excess of an incentive base (\$6,000), with the Village retaining the remaining 50%.

An amendment to the agreement was adopted on December 17, 2019 under Ordinance 2019-O-082. The amendment allowed the development to be completed in two (2) phases (Beer garden and tap room). Upon the issuance of a certificate of occupancy for Phase 1, reimbursement of up to \$150,000 of the Historic Preservation grant would be paid. The remaining \$300,000 would be paid at the completion of Phase 2 (second floor kitchen and banquet area). The owners were to submit all required building permits for Phase 1 construction on or before January 31, 2020, with completion within a year (12 months) after the Village had issued the building permits. Completion was identified as the issuance of the final occupancy permit for Phase 1. Phase 2 construction was to be completed no later than six months from the date of issuance of the Phase 1 final occupancy permit.

Discussion

The property owner has encountered difficulties in securing financing in order to complete the project and have been further hampered by the Coronavirus pandemic. However, a building permit was issued on July 7, 2020 for Phase 1 (Beer garden and tap room) and the work that has been completed (patio, and interior demolition) has been paid by the owners. The Pandemic has impacted the restaurant business significantly, as well as progress with construction projects. With the patio work nearly completed, the owners are requesting from the Village to use their outdoor space without the Brewpub operational. The owners see an opportunity to provide a temporary outdoor experience that will be inviting and safe while the Pandemic continues. A site plan and

- operations summary has been provided for the proposed beer garden and are exhibits to the agreement. In summary, the agreement requires that when the beer garden is open, food must be available to be served to patrons. The owners have a plan to partner with existing restaurants and food truck operators to provide food to their customers. The beer garden operation will be a onetime temporary use from May 27, 2021 to November 1, 2021. The expectations are the outdoor venue will be a destination place to bring much needed entertainment to the downtown and support existing businesses in town with the food partnerships proposed. The overall project's completion date is now reset to December 2022 and all other terms of the incentive stay the same. If the project has not been completed, the incentive agreement will terminate.

RECOMMENDATION

Recommend approval of the second amendment to the Banging Gavel economic incentive agreement to the Village Board later this evening.

Attachments:

1. Beer Garden Operations
2. Site Plan

OUTDOOR BEER GARDEN OPERATIONS SUMMARY FOR BANGING GAVEL BREWS

I. Days and Hours of Operation:

Monday: closed

Tuesday: 3 to 10

Wednesday: closed

Thursday: 3 to 10

Friday: 3 to 11

Saturday: Noon to 11:00

Sunday: Noon to 11:00

II. Layout

See attached diagram for location of bathrooms, food truck, seating, beer trailer, dumpster.

III. Beverages Available

Beers on tap

Wines on tap

Cocktails on tap and cans Non-Alcoholic: Pop & Water

IV. Food Options

sip. wine bar will provide food for a portion of the time open

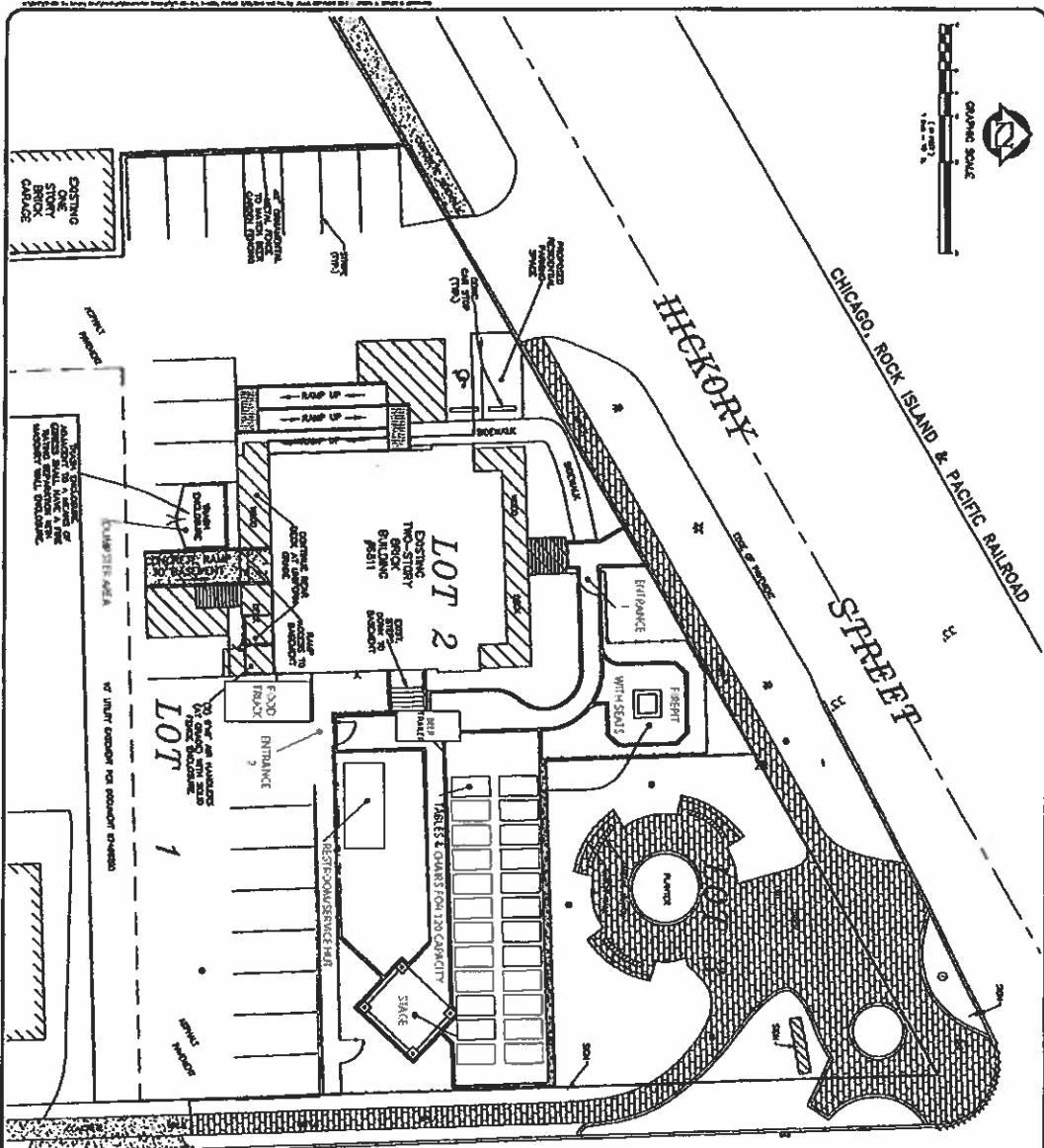
Food trucks and caterers will provide additional food services

Ed & Joe's will have a special delivery menu created exclusively for beer garden patrons

V. Signage

Mesh banner sign to hang on fence facing Oak Park Ave

Sandwich board Sign



NOTE:
SEE LANDSCAPE PLAN FOR EXISTING AND PROPOSED PLANTING, LIGHTING, AND FURNITURE. SEE ALSO THE LANDSCAPE ARCHITECT'S REPORT.

LOT	AREA (SQ. FT.)	AREA (SQ. YD.)
LOT 1	4,073 SQ. FT. (14.2 AC)	117.7 SQ. YD.
LOT 2	14,110 SQ. FT. (3.24 AC)	324.7 SQ. YD.
TOTAL	18,183 SQ. FT. (41.6 AC)	512.4 SQ. YD.

DEVELOPMENT AREA: 4,073 SQ. FT. (14.2 AC)
EXISTING IMPROVEMENT AREA: 14,110 SQ. FT. (3.24 AC)
TOTAL IMPROVEMENT AREA: 18,183 SQ. FT. (41.6 AC)
TOTAL IMPROVEMENT AREA: 24,477 SQ. FT. (560 SQ. YD.)
TOTAL IMPROVEMENT AREA: 4,107 SQ. FT. (94.5 SQ. YD.)

7-051

THE BANGING CAVE
TINLEY PARK, IL
SITE GEOMETRIC PLAN

11-11-10
 11-11-10
 11-11-10

Joseph A. Schudt & Associates
 9455 CATERPILLAR DRIVE
 PHONE: 708-720-1000 FAX: 708-720-1085
 CIVIL ENGINEERING LAND SURVEYING ENVIRONMENTAL LAND PLANNING GPS SERVICES



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

ORDINANCE
NO. 2021-O-027

**AN ORDINANCE APPROVING THE SECOND AMENDMENT TO THE ECONOMIC
INCENTIVE AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK
COOK COUNTY, ILLINOIS AND BANGING GAVEL PROPERTIES, LLC**

MICHAEL W. GLOTZ, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees

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

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

ORDINANCE NO. 2021-O-027

AN ORDINANCE APPROVING THE SECOND AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK COOK COUNTY, ILLINOIS AND BANGING GAVEL PROPERTIES, LLC

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 President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, believe and hereby declare that it will be in the best interests of the Village and its residents to approve and authorize the execution of an Ordinance Approving the Second Amendment to the Economic Incentive Agreement by and between The Village of Tinley Park Cook County, Illinois and Banging Gavel Properties, LLC, substantially in the form attached hereto as **Exhibit 1** (“Second Amendment to the Economic Incentive Agreement”); and

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

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

SECTION 2: The President and the Board of Trustees hereby approve the Second Amendment to the Economic Incentive Agreement by and between The Village of Tinley Park Cook County, Illinois and Banging Gavel Properties, LLC substantially in the form attached hereto as **Exhibit 1**; and the Village President and/or the Village Manager are hereby authorized to execute said Second Amendment to the Economic Incentive Agreement, subject to review and revisions as to form by the Village Attorney.

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

SECTION 4: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 5: The Village Clerk be and hereby is authorized and directed to publish this Ordinance in pamphlet form.

PASSED THIS 18th day of May, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 18th day of May, 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-027, “AN ORDINANCE APPROVING THE SECOND AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK COOK COUNTY, ILLINOIS AND BANGING GAVEL PROPERTIES, LLC,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 18, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of May, 2021.

KRISTIN A. THIRION, VILLAGE CLERK

SECOND AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT

by and between

THE VILLAGE OF TINLEY PARK COOK COUNTY, ILLINOIS

and

BANGING GAVEL PROPERTIES, LLC

THIS SECOND AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT is entered into this 18 day of May 2021, by and between the Village of Tinley Park, an Illinois municipal corporation (the “Village”), and Banging Gavel Properties, LLC (“BGB”).

PREAMBLE

WHEREAS, the Village and BGB entered into that certain Economic Incentive Agreement, dated as of March 3, 2017, as adopted by Ordinance No. 17-O-016, and amended by that certain First Amendment to the Economic Incentive Agreement, dated as of December 17, 2019, as adopted by Ordinance No. 19-O-082 (as hereby amended and may be further amended, restated, supplemented or otherwise from time to time the “Agreement”), in connection with restoration and rehabilitation of the Historic Vogt Building into a Brew Pub and the associated incentives; and

WHEREAS, the COVID-19 public health crisis and attendant measures taken to protect the public health have created an economic challenge to local businesses, including bars and restaurants, and reduced the availability of financing for such businesses;

WHEREAS, the parties wish to amend certain provisions of the Agreement to allow for the operation of a temporary beer garden, as well as to amend certain phased construction milestones; and

WHEREAS, the beer garden will be operated by Pilsen Brewerks, Inc. dba Banging Gavel Brews as a tenant of Banging Gavel Properties, LLC; and

NOW THEREFORE, in consideration of the representations, warranties, and mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Amendment to Agreement.** The Agreement is hereby Amended as follows:

A. Section 2.3 “Development” is hereby amended by adding a new sentence to the end of the existing language as follows:

BGB shall substantially complete the Project, subject to delays from Force Majeure (defined below), on or before December 31, 2022 (the “Completion Date”).

B. A new Section 2.4 shall read as follows:

2.4. Operation of Temporary Beer Garden. Subject to the terms, conditions and restrictions of this Agreement and the Village Code, BGB shall be entitled to operate the beer garden on a temporary basis from May 27, 2021 through November 1, 2021. BGB shall operate the temporary beer garden substantially in accordance with the Beer Garden Plan, attached hereto as **Exhibit A** and incorporated herein, and the Summary of Beer Garden Operations, attached hereto as **Exhibit B** and incorporated herein. BGB shall be required to make meals available, which shall consist of more than the service or sale of packaged foods such as potato chips, pretzels, peanuts, cheese and crackers, or frozen or premade foods, such as pizzas, hamburgers, or sandwiches which can be prepared by being heated or warmed in an oven. In the event that BGB fails to comply with requirements of Sections 2.3 and 3.2 of this Agreement, the Village may require BGB to terminate operation of the beer garden pending compliance with the Agreement.

2. **Effect of Amendment.** This Second Amendment notices and amends the Agreement and the terms and provisions hereof shall supersede and control over any contrary or conflicting terms and provisions set forth in the Agreement. Except as expressly modified by this Second Amendment, the Agreement continues and remains in full force and effect.

3. **Counterparts.** This Second Amendment may be executed in multiple counterparts, each of which, when assembled to include an original or facsimile signature for each party contemplated to sign this Second Amendment, will constitute a complete and fully executed original. All such fully executed original or facsimile counterparts will collectively constitute but one agreement.

4. **Headings.** Section headings contained herein are for convenience or reference only and shall not govern the interpretation of any of the provisions contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Tinley Park, Illinois.

Village of Tinley Park
an Illinois municipal corporation

By: _____
Village President

Date: _____, 2021

ATTEST:

By: _____
Village Clerk

Date: _____, 2021

Banging Gavel Properties, LLC,
an Illinois Limited Liability Company

By: _____

Its: _____

Date: _____, 2021

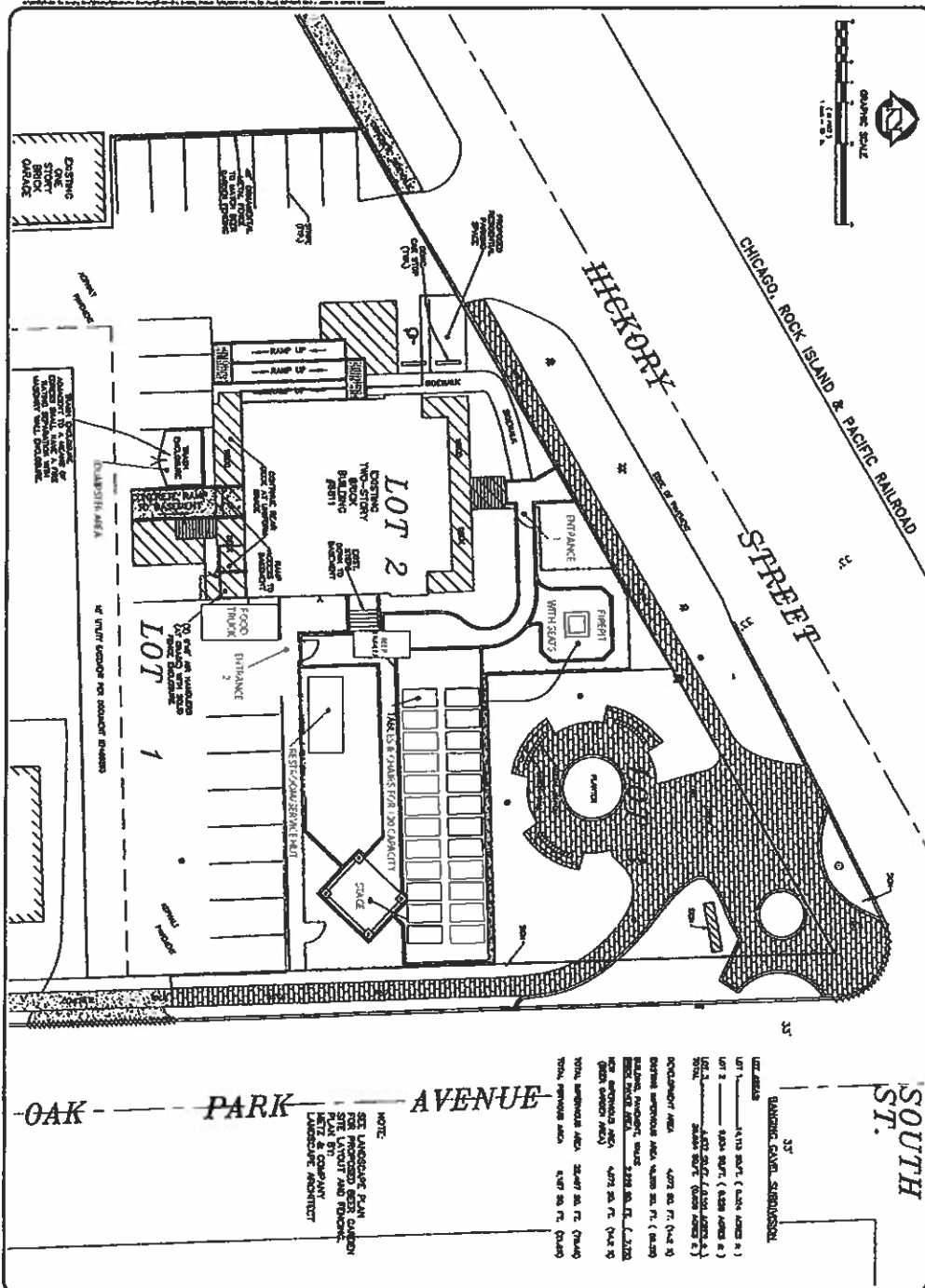
ATTEST:

By: _____

Its: _____

Date: _____, 2021

EXHIBIT A



<p>DATE: 12-17-01 SHEET NO. 2 OF 2 PROJECT NO. 17-051</p>	<p>THE DANCING GAVEL TINLEY PARK, IL SITE GEOMETRIC PLAN</p>	<p>DATE: 12-17-01 SHEET NO. 2 OF 2 PROJECT NO. 17-051</p>	<p>Joseph A. Schudt & Associates 16455 CENTERPIECE DRIVE MOKENA, IL 60448 PHONE: 708-720-1000 FAX: 708-720-1085</p>
	<p>CIVIL ENGINEERING LAND SURVEYING ENVIRONMENTAL LAND PLANNING GPS SERVICES</p>		

EXHIBIT B
OUTDOOR BEER GARDEN OPERATIONS SUMMARY
FOR BANGING GAVEL BREWS

I. **Initial Days & Hours of**

Operator:

Monday: closed

Tuesday: 3pm to 10pm

Wednesday: closed

Thursday: 3pm to 10pm

Friday: 3pm to 11pm

Saturday: Noon to 11:00pm

Sunday: Noon to 11:00pm

(BGB reserves the right to adjust hours of operation to conform with demand)

II. **Layout**

See attached diagram for location of bathrooms, food truck, seating, beer trailer, dumpster.

III. **Beverages Available**

Beers on tap

Wines on tap

Cocktails on tap and cans Non-Alcoholic: Pop & Water

IV. **Food Options**

sip. wine bar will provide food for a portion of the time open

Food trucks and caterers will provide additional food services

Ed & Joe's will have a special delivery menu created exclusively for beer garden patrons

V. **Signage**

Mesh banner sign to hang on fence facing Oak Park Ave

Sandwich board Sign



Interoffice Memo

Date: May 18, 2021

To: Committee of the Whole

CC: David Niemeyer, Village Manager
Kimberly Clarke, Community Development Director

From: Priscilla Cordero, Business Development Manager

Subject: JMW Properties, LLC TIF Redevelopment Agreement Request

BACKGROUND

JMW Properties, LLC, represented by Mr. Alan Silverman, owns an 11-acre developed shopping center on the south side of 159th Street just east of Harlem Avenue. The shopping center consists of two outlots along 159th Street and one large multi-tenant building to the rear of the property. The first outlot is occupied by a Burger King and the second outlot is currently a vacant parking lot with potential for development. The rear multi-tenant building is approximately 124,000sf and is occupied by Hobby Lobby and Burlington. JMW developed the site in 1971 for Kmart (Kmart relocated to 16300 Harlem about 1995 and closed in 2005), and has remained the owner of the property. Mr. Silverman had projected losing both tenants of the main building by October 31, 2021 when both leases were scheduled to expire and reached out to the Village for assistance in November 2020. At the time, Hobby Lobby indicated they did not have a desire to renew their lease, and Burlington intended to downsize and relocate to the Tinley Park Plaza (Brixmor) development nearby.

Mr. Silverman has obtained initial commitments from Hobby Lobby to renew its lease, and Floor & Décor to occupy the approximately 70,000sf of space currently occupied by Burlington. Retaining Hobby Lobby at this location will keep 65 full-time jobs in the community, as well as the local sales tax revenues the store produces. Floor & Décor is estimated to create 115 full-time jobs and is expected to produce a substantial sales tax revenue.

THE PROJECT

Mr. Silverman expects to incur approximately \$2.3 million in total project costs which includes \$1.2 million in physical improvements on site. The main shopping center building will be re-roofed; exterior repainted; and sidewalks modified for ADA (Americans with Disabilities Act) compliance. Parking lot and site improvements will include initial asphalt repairs installation of nine (9) new curbed landscape islands; enhanced landscaping throughout the parking lot; and improved traffic control signage and pavement markings (Phase 1), followed by a complete resurfacing (Phase 2);

REQUESTED INCENTIVE AND CONDITIONS

The proposed incentive to JMW Properties, LLC. consists of sharing up to \$960,000 of TIF incremental revenue produced by this site alone. The Village proposes to share 75% of the TIF increment produced for a maximum of 10 years to reimburse the eligible costs with the conditions:

1. Phase 2 parking lot improvements (resurfacing and restriping/marketing entire lot) is to be completed no later than December 31, 2024.
2. The vacant outlot (SE corner of 159th Street and 71st Court entrance) Phase 1 asphalt repairs may be initially deferred as the owners are working towards a new development proposal for the site. If the redevelopment plan is not presented to staff by the end of 2021, then the owner agrees to repair the parking lot the following Spring.

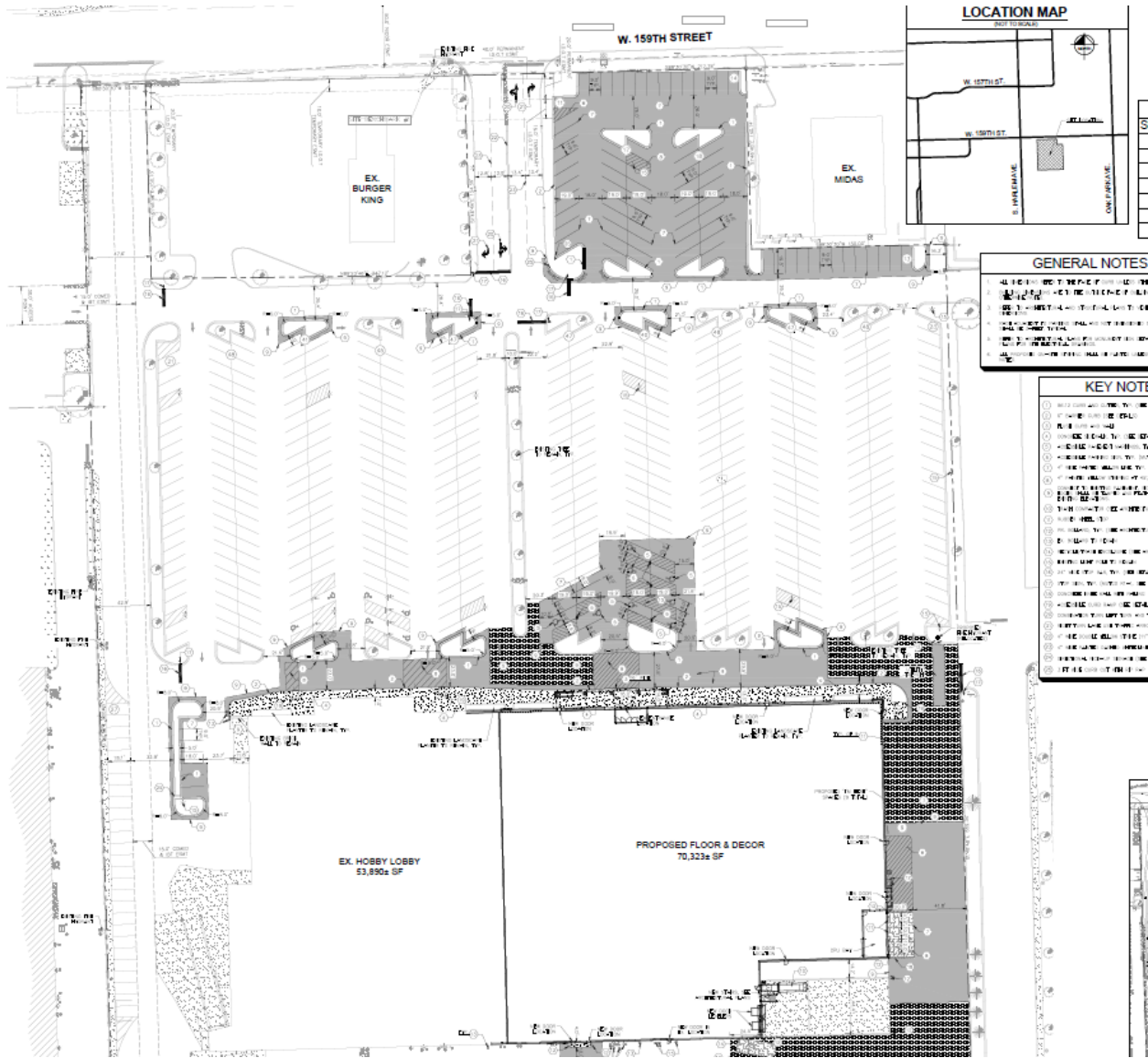
RECOMMENDATION

This incentive request has been reviewed and unanimously recommended for approval by the Economic and Commercial Commission at their regularly scheduled meeting on May 10, 2021. This agreement is expected to be presented for consideration at the Committee of the Whole and Village Board meetings to be held on May 18, 2021.

SITE MAP



SITE PLAN



**VILLAGE OF TINLEY PARK
TAX INCREMENT FINANCING
REDEVELOPMENT AGREEMENT
(7061-7063 159th STREET)**

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THIS REDEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into this ___ day of _____, 2021 (the “Effective Date”), by and between the **VILLAGE OF TINLEY PARK**, an Illinois municipal corporation (the “Village”) and **JMW PROPERTIES LLC**, a Delaware limited liability company (the “Developer”), (the Village and Developer are hereinafter sometimes collectively referred to as the “Parties,” and individually as a “Party”, as the context may require).

WITNESSETH:

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, as amended from time to time (65 ILCS 5/11-74.4-1 et seq.) (the “Act”), the Village has undertaken a program to redevelop certain property within the Village which is generally bounded as follows: 159th Street on the north (except for certain parcels west of Oak Park Avenue and north of 159th Street), the northern boundary of Siemsen Meadows (165th Street, extended) on the south, Oak Park Avenue on the east, and Olcott Avenue on the west (the “Redevelopment Project Area”). The Redevelopment Project Area is legally described and depicted in **Exhibit A** attached hereto and made apart hereof; and

WHEREAS, on August 18, 2020, the President and Board of Trustees (the “Corporate Authorities”) of the Village, after giving all necessary notices and conducting all necessary meetings and public hearings required by the Act, adopted the following ordinances (collectively the “TIF Ordinances”): (A) Ordinance No. 2020-O-44: An Ordinance Designating the Tax Increment Redevelopment Project Area; (B) Ordinance No. 2020-O-45: An Ordinance Approving

26 the 159th and Harlem Redevelopment Plan and Redevelopment Project; and (C) Ordinance No.
27 2020-O-46: An Ordinance Adopting Tax Increment Financing; and

28 **WHEREAS**, the Developer is the fee title holder of the property legally described and
29 depicted in **Exhibit B** attached hereto and made apart hereof; and

30 **WHEREAS**, the Property is located within the boundaries of the Redevelopment Project
31 Area; and

32 **WHEREAS**, the Property is currently improved with an out of date, underperforming
33 shopping center which was originally built in approximately 1971 and which currently consists of
34 approximately 124,000 square feet of retail space and outparcels (the “Shopping Center”); and

35 **WHEREAS**, the inline Shopping Center building will become vacant as of October 2021
36 when the leases for Hobby Lobby and Burlington Coat Factory (the “Current Tenants”) expire.
37 Burlington Coat Factory is downsizing and relocating their store to the adjacent shopping center
38 directly south of their current location. But for the Developer making certain improvements
39 (replacement of roof, parking lot and landscape enhancements), Hobby Lobby and the new tenant,
40 Floor & Décor, would not commit to signing a new lease.

41 **WHEREAS**, faced with significant existing and prospective vacancies, the Developer
42 proposes to undertake a major capital investment in the Property and the Shopping Center,
43 including the tear off and reconstruction of the entire roof system, parking lot upgrades that include
44 landscaping and sidewalk replacement in front of shopping center to comply with ADA
45 requirements (the Project). These improvements were necessary to accommodate Floor & Décor
46 who will occupy approximately 70,000 square foot (the Retail Tenant”) and

47 **WHEREAS**, the Village has approved preliminary site, engineering and landscape plans
48 as (the “Project Plans”) for the Project, and the Project Plans, as may be amended from time to
49 time, are attached hereto as **Exhibit C**; and

50 **WHEREAS**, the Developer has estimated that the hard and soft costs for the Project and
51 are approximately \$2.27 million (the “Project Budget”) as set forth on **Exhibit D** attached hereto;
52 and

53 **WHEREAS**, to facilitate the development and construction of the Project and subject to
54 and in accordance with the terms of this Agreement, the Village has agreed to reimburse the
55 Developer for certain Project costs solely from Available Incremental Taxes, as those terms are
56 defined below; and

57 **WHEREAS**, the Developer has agreed to develop and construct the Project in accordance
58 with this Agreement, all Village codes, ordinances and regulations (except to the extent the Village
59 has granted relief therefrom), as applicable to the Project Plans, and all other governmental
60 authorities having jurisdiction over the Property and the Project; and

61 **WHEREAS**, the Developer represents and warrants to the Village, and the Village finds
62 that, but for the financial assistance to be provided by the Village to the Developer pursuant to this
63 Agreement, the Project, would not be economically viable and, concomitantly, it is not reasonably
64 anticipated that the Developer would develop and construct the Project as contemplated; and

65 **WHEREAS**, this Agreement has been submitted to the Corporate Authorities of the
66 Village for consideration and review, and the Corporate Authorities and the Developer have taken
67 all actions required to be taken prior to approval and execution of this Agreement in order to make
68 the same binding upon the Village and the Developer according to the terms hereof; and

69 **WHEREAS**, the Corporate Authorities of the Village, after due and careful consideration,
70 have concluded that (A) the Developer meets high standards of creditworthiness on the basis it
71 will deploy its own capital to finance the Project (B) the development and construction of the
72 Project as provided herein will avoid significant vacancies at the Shopping Center, further the
73 growth of the Village, facilitate the redevelopment of a portion of the Redevelopment Project Area,
74 improve the environment of the Village, increase the assessed valuation of the real estate situated
75 within the Village, increase sales tax revenue, foster increased economic activity within the
76 Village’s commercial sectors, increase employment opportunities within the Village by creating
77 and retaining jobs, improve the retail base of the Village and attract new tenants to the Shopping
78 Center and other retail properties in the Village, is in the best interest of the Village, and is
79 otherwise in the best interests of the Village by furthering the health, safety, morals and welfare of
80 its residents and taxpayers; and (C) without the financial assistance contemplated by this
81 Agreement, the Project would not be feasible; and

82 **WHEREAS**, pursuant to its Authority under (A) the Act; (B) its home rule powers under
83 the Article VII, Section 6 of the Illinois Constitution; and (C) Economic Development Act of the
84 Illinois Municipal Code, 65 ILCS 5/8-1-2.5 pertaining to economic incentive agreements, the
85 Village wishes to enter into this Agreement with the Developer.

86 **NOW THEREFORE**, in consideration of the foregoing and of the mutual covenants and
87 agreements contained herein, and other good and valuable consideration, the receipt and
88 sufficiency of which are hereby acknowledged, the Village and the Developer do hereby agree as
89 follows:

90
91

92 **ARTICLE I**
93 **RECITALS PART OF THE AGREEMENT**

94 The representations, covenants and recitations set forth in the foregoing recitals are
95 material to this Agreement and are hereby incorporated into and made a part of this Agreement as
96 though they were fully set forth in this Article I.

97 **ARTICLE II**
98 **DEVELOPER OBLIGATIONS**

99 2.1 **Developer Obligations and Agreements.** In consideration of the substantial
100 commitment of the Village to the redevelopment of the Redevelopment Project Area pursuant to
101 the TIF Ordinances and its commitments contained in this Agreement, the Developer shall fulfill,
102 or has fulfilled, the following obligations:

103 A. The Developer shall construct the Project substantially in accordance with
104 the Project Plans, and the Developer shall use commercially reasonable
105 efforts to complete the Project on or before December 31, 2021, subject to
106 any Force Majeure Delays (as defined below) and extraordinary
107 construction delays; provided, however, that if Developer has not
108 commenced construction of the Project on or before August 31, 2021, either
109 Party shall have the right to terminate this Agreement. The Developer shall
110 use commercially reasonable efforts to complete the Phase II Work on or
111 before December 31, 2024 (the “Phase II Work Date”).

112 B. The Developer has advanced, shall hereafter advance, or shall cause other
113 parties to advance the funds necessary to construct and complete the Project
114 and the Phase II Work.

115 C. The Developer has secured, or shall hereafter secure or cause to be secured,
116 all required permits, entitlements, authorizations and approvals necessary
117 or required to construct and complete the Project and the Phase II Work.

118 D. In the event a claim is made against the Village, its officers, officials, agents
119 and employees or any of them, or if the Village, its officers, officials, agents
120 and employees or any of them (the “Indemnified Party” or “Indemnified
121 Parties”), is made a party-defendant in any proceeding arising out of or in
122 connection with the Developer’s construction, operation, duties, obligations
123 and responsibilities under the terms of this Agreement, the Project or the
124 Phase II Work including, but not limited to, any claim or cause of action
125 concerning construction of the Project or Phase II Work and, matters
126 pertaining to hazardous materials and other environmental matters in
127 existence as of the date of this Agreement, to the extent permitted by law,
128 the Developer shall indemnify, defend and hold harmless the Indemnified
129 Parties, or any Indemnified Party, from all claims, liabilities, losses, taxes,
130 judgments, costs, fines, fees, including expenses and reasonable attorney’s
131 fees, in connection therewith (collectively, “Losses”); provided, however,
132 that to the extent that any Losses are caused by the negligence, fraud or
133 willful misconduct of one or more Indemnified Parties, the Developer shall
134 have no obligation to indemnify such Indemnified Parties for any such
135 Losses. Any such Indemnified Party may obtain separate counsel to
136 participate in the defense thereof at his or her own expense. The
137 Indemnified Parties shall cooperate in the defense of such proceedings and

138 be available for any litigation related appearances which may be required.
139 Further, the Developer shall be entitled to settle any and all claims for
140 money, in such amounts and upon such terms as to payment as it may deem
141 appropriate, without the prior approval or consent of the Indemnified
142 Parties, or any of them, as the case may be, provided that neither the Village
143 nor any of the other Indemnified Parties shall be required to contribute to
144 such settlement except to the extent that Losses that are the subject of the
145 settlement are caused by the negligence, fraud or willful misconduct of an
146 Indemnified Party.

147 E. Notwithstanding anything herein to the contrary, none of the Indemnified
148 Parties shall not be liable to the Developer for damages of any kind or nature
149 whatsoever or otherwise in the event that, except where due to the
150 negligence, fraud or willful misconduct of one or more of the Indemnified
151 Parties, all or any part of the Act, or any of the TIF Ordinances or other
152 ordinances of the Village adopted in connection with either the Act or this
153 Agreement, shall be declared invalid or unconstitutional in whole or in part
154 by the final (as to which all rights of appeal have expired or have been
155 exhausted) judgment of any court of competent jurisdiction, and by reason
156 thereof either the Village is prevented from performing any of the
157 covenants and agreements herein or the Developer is prevented from
158 enjoying the rights and privileges hereof; provided that nothing in this
159 Section 2.1.E shall limit otherwise permissible claims by the Developer
160 against the Village or actions by the Developer seeking specific

161 performance of this Agreement or payment of amounts due in the event of
162 a breach of this Agreement by the Village.

163 F. Upon reasonable notice, the Village Manager, or his designee, shall have
164 access to all portions of the Project while it is under construction during
165 normal business hours for the purpose of determining compliance with this
166 Agreement, applicable laws and applicable regulations; provided, however,
167 that any such person(s) shall comply with all construction site rules and
168 regulations while such person(s) is on or near the Property. Additionally,
169 the Developer shall keep and maintain detailed accountings of expenditures
170 demonstrating the total actual costs of the Developer's Project and Phase II
171 Work costs. All such books, records and other documents, including but
172 not limited to the general contractor's and subcontractors' sworn
173 statements, general contracts, subcontracts, purchase orders, waivers of
174 lien, paid receipts and invoices, and documentation evidencing that the
175 Developer has incurred and paid any expense for which reimbursement as
176 the Developer's Project and Phase II Work costs, including Redevelopment
177 Project Costs, is sought by Developer hereunder shall be made available in
178 electronic format for inspection, copying, audit and examination by an
179 authorized representative of the Village for a period of five (5) years after
180 issuance of the Certificate of Completion (as defined below). The Village
181 shall treat all such information as confidential business materials, the
182 disclosure of which would cause the Developer competitive harm. As such,
183 the Village shall not disclose any such information pursuant to a Freedom

184 of Information Act request unless compelled to by the Attorney General or
185 a court of competent jurisdiction.

186 G. The Developer shall cooperate with the Village and provide the Village with
187 the information in Developer's possession or control required and necessary
188 under the Act to enable the Village to comply with the Act and its
189 obligations under this Agreement.

190 H. The Developer shall comply with the fair employment/affirmative action
191 principles contemplated by the Act and the TIF Ordinances, and with all
192 applicable federal, state and municipal regulations in connection with the
193 construction of the Project.

194 I. The Developer has furnished to the Village a Project Budget showing total
195 costs for the Project and the Phase II Work in the amount of \$2.27 million
196 as set forth in **Exhibit D**. The Developer hereby certifies to the Village that
197 the Project Budget is true, correct and complete, to the best of the
198 Developer's knowledge, in all material respects.

199 **2.2 Representations and Warranties About Ownership.** The Developer represents,
200 warrants and covenants that, to its knowledge, no member, official, officer, employee of the
201 Village, or any commission or committee exercising authority over the Project or the Property, or
202 any consultant hired by the Village or the Developer with respect thereto, owns or controls or has
203 owned or controlled any interest, direct or indirect, in the Project or any portion of the Property,
204 or will own or control any interest in the Project, and that this Agreement will not violate Section
205 5/11-74.4-4(n) of the Act. Any representation or warranty made "to Seller's actual knowledge" or
206 similar terms shall not be deemed to imply any duty of inquiry. For purposes of this Section 2.2,

207 “knowledge” shall mean and refer only to the actual knowledge of the Developer’s general counsel
208 and shall not be construed to refer to the knowledge of any other member, partner, officer, director,
209 agent, employee or representative of the Developer or any affiliate of the Developer.

210 2.3 **Disclosure.** In accordance with Illinois law, 50 ILCS 105/3.1, simultaneously with
211 the execution of this Agreement by the Parties, the Developer shall submit a sworn affidavit to the
212 Village disclosing the identity of every owner and beneficiary having any interest, real or personal,
213 in the Property, and every member, shareholder, limited partner, or general partner entitled to
214 receive more than 7 1/2% of the total distributable income of the Developer. The sworn affidavit
215 shall be substantially similar to the one attached as **Exhibit E**, attached hereto and made a part of
216 this Agreement.

217 **ARTICLE III**
218 **VILLAGE OBLIGATIONS**

219 3.1 **Village Economic Assistance.** In consideration of the substantial commitment of
220 the Developer to the development and construction of the Project and the undertaking of the Phase
221 II Work and in order to induce the Developer to undertake the Project and the Phase II Work, the
222 Village shall provide economic assistance to the Developer by reimbursing it for up to Nine
223 Hundred and Sixty Thousand Dollars and No Cents (\$960,000) in Project and Phase II Work costs,
224 , as defined in Section 3.6(A) below, whichever is lesser (the “Maximum Reimbursement
225 Amount”), by annual installment payments (the “Economic Assistance”). The Economic
226 Assistance shall be comprised of Available Incremental Taxes, as defined in Section 3.2 below.
227 The Maximum Reimbursement Amount shall be reimbursed, to the extent the Developer has
228 incurred Redevelopment Project Costs, by Available Incremental Taxes. By way of example:

229 Estimated Redevelopment Project Costs are \$1.2 million, which will be paid from
230 Available Incremental Taxes. The Maximum Reimbursement Amount shall always be
231 \$960,000.

232 **3.2 Available Incremental Taxes.** Following issuance of the Certificate of
233 Expenditure, as defined below, the Village shall pay the Developer from Available Incremental
234 Taxes generated during the Available Incremental Tax Term for Redevelopment Project Costs
235 incurred by the Developer. The term “Available Incremental Taxes” shall mean seventy five
236 percent (75%) of all net incremental ad valorem real property taxes received by the Village, if any,
237 arising from the levies upon the Property attributable to the then current equalized assessed
238 valuation of the Property over and above the initial equalized assessed value of the Property, all as
239 determined pursuant to Section 5/11-74.4-8 of the Act and the TIF Ordinances. The Parties
240 acknowledge that the initial equalized assessed value of the Property, as set forth in the TIF
241 Ordinances, shall be the basis for determining incremental taxes; provided, however, that if the
242 final equalized assessed value of the Property is greater at the time the Developer commences the
243 Project, then such greater assessed value shall be used for the determination of incremental taxes.
244 Upon commencement of the Project, the Village shall provide written verification of the equalized
245 assessed value of the Property to be used for the purposes of calculating incremental taxes. The
246 term “Redevelopment Project Costs” shall mean and include all costs defined as “redevelopment
247 project costs” in Section 5/11-74.4-3(q) of the Act which are eligible for reimbursement under the
248 Act and which have been approved in the TIF Ordinances. The term “Available Incremental Tax
249 Term” shall mean that 10-year period, commencing on the date identified in the Developer Notice,
250 as defined below, and ending 10 years thereafter. The Parties anticipate that the Developer will
251 incur approximately **One Million Two Hundred Thirty Five Thousand Dollars and No Cents**

252 (\$1,235,000) in Redevelopment Project Costs, as set forth in Exhibit F attached hereto and made
253 a part hereof.

254 3.3 The Developer agrees and understands that: (1) the sole source of funds for
255 payment of the Economic Assistance is expressly limited to Available Incremental Taxes; (2) the
256 Developer is assuming the risk that Available Incremental Taxes generated during the term of this
257 Agreement may be less than the Maximum Reimbursement Amount; (3) the Developer will have
258 no right to compel the exercise of any taxing power of the Village for payment of any of the
259 reimbursement amounts; (4) the Village’s reimbursement obligations pursuant to this Agreement
260 do not and will not represent or constitute a general obligation or a pledge of the faith and credit
261 of the Village, the State of Illinois or any political subdivision thereof;

262 3.4 **Timing of Reimbursement Payments.**

263 A. Upon completion of the Project, the Developer shall submit a Certificate of
264 Expenditure, substantially in the form set forth on Exhibit G (the
265 “Certificate of Expenditure”) to document and substantiate the amount of
266 Project and Phase II Work costs incurred by the Developer (the “Actual
267 Project Costs”), including Redevelopment Project Costs. In addition to the
268 Certificate of Expenditure, the Developer’s submission shall include such
269 evidence reasonably acceptable to the Village that validates the Developer
270 has incurred such Redevelopment Project Costs. Such evidence shall
271 include, but is not limited to, owner’s sworn statements, contractor and
272 subcontractor lien waivers, invoices and cancelled checks related thereto,
273 or such other documents as may be appropriate or required. The Village
274 shall approve the Certificate of Expenditure within thirty (30) days of

275 receipt, provided that all necessary and sufficient supporting documentation
276 has been supplied by the Developer. All costs approved pursuant to a
277 Certificate of Expenditure shall be included in the calculation of Actual
278 Project Costs.

279 **3.5 Certificate of Completion.** Upon the Developer’s written request the Village shall
280 issue to the Developer a Certificate of Completion in recordable form confirming that the
281 Developer has fulfilled its obligation to complete the Project in accordance with the terms of this
282 Agreement. The Village shall issue the Certificate of Complete only upon (i) the Village’s
283 determination of Developer’s satisfactory completion of the Project, and (ii) the Village’s approval
284 of a Certificate of Expenditure for the Project. The Village shall respond to the Developer’s written
285 request for a Certificate of Completion within thirty (30) days by issuing said Certificate or a
286 written statement detailing the ways in which the Project does not conform to this Agreement or
287 has not been satisfactorily completed, and the measures which must be taken by the Developer in
288 order to obtain the Certificate of Completion. The Developer may resubmit a written request for
289 a Certificate of Completion upon accomplishment of such measures.

290 **3.6 Developer Indemnification.** In the event a claim is made against the Developer,
291 its directors, partners, affiliates, shareholders, officers, officials, agents and employees or any of
292 them, or if the Developer, its directors, partners, affiliates, shareholders, officers, officials, agents
293 and employees or any of them (the “Developer Indemnified Party” or “Developer Indemnified
294 Parties”), is made a party-defendant in any proceeding arising out of or in connection with the
295 Village’s duties, obligations and responsibilities under the terms of this Agreement to the extent
296 permitted by law, the Village shall indemnify, defend and hold harmless the Developer
297 Indemnified Parties, or any Developer Indemnified Party, from all claims, liabilities, losses, taxes,

298 judgments, costs, fines, fees, including expenses and reasonable attorney’s fees, in connection
299 therewith. Any such Developer Indemnified Party may obtain separate counsel to participate in
300 the defense thereof at his or her own expense. The Developer Indemnified Parties shall cooperate
301 in the defense of such proceedings and be available for any litigation related appearances which
302 may be required. Further, the Village shall be entitled to settle any and all claims for money, in
303 such amounts and upon such terms as to payment as it may deem appropriate, without the prior
304 approval or consent of the Developer Indemnified Parties, or any of them, as the case may be,
305 provided that neither the Developer nor any of the other Developer Indemnified Parties shall be
306 required to contribute to such settlement.

307 **ARTICLE IV**
308 **AUTHORITY**

309 4.1 **Village Powers and Authority.** The Village hereby represents and warrants to
310 the Developer that the Village has full constitutional and lawful right, power and authority, under
311 currently applicable law, to execute and deliver and perform the terms and obligations of this
312 Agreement, and the foregoing has been, or will be, duly and validly authorized and approved by
313 all necessary Village proceedings, findings and actions. Accordingly, this Agreement constitutes
314 the legal, valid and binding obligation of the Village, and is enforceable in accordance with its
315 terms and provisions and the execution of this Agreement does not require the consent of any other
316 governmental authority.

317 4.2 **Developer Powers and Authority.** The Developer hereby represents and warrants
318 to the Village that the Developer has full lawful right, power and authority, under currently
319 applicable law, to execute and deliver and perform the terms and obligations of this Agreement,
320 and the foregoing has been or will be duly and validly authorized and approved by all necessary
321 Developer actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation

346 No breach of this Agreement may be found to have occurred if performance has commenced to
347 the reasonable satisfaction of the complaining Party within sixty (60) days of the receipt of such
348 notice; provided, however that if the Developer alleges that the Village has failed to pay
349 Incremental Taxes as and when required, then the Village shall have thirty (30) days to cure such
350 default. The prosecution of the conduct necessary to remedy the alleged breach must be diligently
351 pursued until the cure is perfected. The obligation to cure defaults, as herein required, shall be
352 tolled during any applicable time period during which a delay in performance is permitted as an
353 event of one or more Force Majeure Delays under the provisions of Section 6.3 hereof but the
354 tolling of the performance of any obligation shall be limited to the obligation or action as to which
355 the Force Majeure Delay provisions apply.

356 In the event that either Party shall breach any provision of this Agreement and fail to cure
357 said breach as provided in the preceding paragraph or as elsewhere provided in this Agreement,
358 the non-defaulting Party may enforce the terms hereof by filing any action or proceeding available
359 at law or in equity, in any court of competent jurisdiction, including an action for specific
360 performance of the covenants and agreements herein contained. Notwithstanding the foregoing,
361 the Village remedy for monetary breaches shall be limited to its actual (but not consequential)
362 damages in an amount not to exceed its out-of-pocket expenses incurred in connection with this
363 Agreement, including attorneys' fees. Except as otherwise set forth herein, no action taken by a
364 Party pursuant to the provisions of this Section 5.2 or pursuant to the provisions of any other
365 section of this Agreement shall be deemed to constitute an election of remedies and all remedies
366 set forth in this Agreement shall be cumulative and nonexclusive of any other remedy either set
367 forth herein or available to any Party at law or in equity. Notwithstanding anything herein to the

368 contrary, in the event that the Developer fails to complete the Project, the Village's sole remedy
369 shall be to withhold payment of Incremental Taxes.

370 5.3 **Default Shall Not Permit Termination of Agreement.** No default under this
371 Agreement shall entitle any Party to terminate, cancel or otherwise rescind this Agreement;
372 provided, however, this limitation shall not affect any other rights or remedies the Parties may
373 have by reason of any default under this Agreement.

374 5.4 **Right to Enjoin.** In the event of any violation or threatened violation of any of
375 the provisions of this Agreement by a Party, any other Party shall have the right to apply to a
376 court of competent jurisdiction for an injunction against such violation or threatened violation,
377 and/or for a decree of specific performance.

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ARTICLE VI GENERAL PROVISIONS

381 6.1 **Timing.** Time is of the essence of this Agreement. The Parties will make every
382 reasonable effort to expedite the subject matters hereof and acknowledge that the successful
383 performance of this Agreement requires their continued cooperation.

384 6.2 **Mutual Assistance.** The Parties agree to take such actions, including the execution
385 and delivery of such documents, instruments and certifications (and, in the case of the Village, the
386 adoption of such ordinances and resolutions), as may be necessary or appropriate from time to
387 time to carry out the terms, provisions and intent of this Agreement and to aid and assist each other
388 in carrying out such terms, provisions and intent. The Village agrees that it shall not revoke or
389 amend one or more of the TIF Ordinances if such revocation or amendment would prevent or
390 impair the development of the Project in accordance with this Agreement or the Village's
391 performance of its obligations hereunder. The Parties shall cooperate fully with each other in

392 securing from any and all appropriate governmental authorities (whether federal, state, county or
393 local) any and all necessary or required permits, entitlements, authorizations and approvals to
394 develop and construct the Project.

395 **6.3 Force Majeure.** Neither the Village nor Developer nor any successor in interest
396 to either of them shall be considered in breach of or in default of its obligations under this
397 Agreement in the event of any delay caused by pandemic, epidemic, governmental restrictions,
398 takings, and limitations arising subsequent, war, state or national emergency, government
399 mandated closures, damage or destruction by fire or other casualty, strike, shortage of material,
400 unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain
401 storms or below-freezing temperatures of abnormal degree or for an abnormal duration, tornadoes
402 or cyclones, and other events or conditions beyond the reasonable control of the Party affected
403 which in fact interferes with the ability of such Party to discharge its obligations hereunder (in
404 each case, a “Force Majeure Delay”). In each case where a Party hereto believes its performance
405 of any specific obligation, duty or covenant is delayed or impaired by reason of an event of Force
406 Majeure Delay, the Party claiming the benefit of this Section 6.3 shall notify the other Party of the
407 nature of the event claimed to constitute Force Majeure Delay and, specifically, the obligation,
408 duty or covenant which it believes is delayed or impaired by reason of the designated event.
409 Notification shall be provided in accordance with Section 6.8. Performance of the obligation, duty
410 or covenant impaired by reason of the designated event shall be tolled for that period of time
411 reasonably necessary to remove or otherwise cure the impediment to performance and the Party
412 relying on the event of Force Majeure Delay shall be obligated to pursue such remedy or cure with
413 reasonable diligence given the nature of the impairment, to the extent the same may be reasonably
414 cured. In no case shall an event of Force Majeure Delay toll the performance of any obligation,

415 duty or covenant not directly implicated in the claimed event of Force Majeure Delay. Further,
416 nothing herein shall be deemed to preclude the right of the Party entitled, by the terms of this
417 Agreement, to receive the performance of any obligation, duty or covenant to challenge the validity
418 of a claimed event of Force Majeure Delay.

419 6.4 **Amendment.** This Agreement, and any exhibits attached hereto, may be amended
420 only by the mutual consent of the Parties evidenced by a written amendment, by the adoption of
421 an ordinance or resolution of the Village approving said written amendment, as provided by law,
422 and by the execution of said written amendment by the Parties. Notwithstanding the foregoing, an
423 amendment to the Project Plans shall not require an amendment to this Agreement. In addition,
424 the Village Manager may effect Minor Modifications to this Agreement without the same being
425 deemed an amendment to this Agreement which requires action by the Village President and the
426 Board of Trustees. For the purposes of this Agreement, the term “Minor Modification” means a
427 modification or waiver of any requirement, specification, or other term set forth in this
428 Agreement, consented to by the Parties in writing, whereby such modification or waiver does
429 not materially affect the goals, purposes, or nature of the Agreement.

430 6.5 **Entire Agreement.** This Agreement sets forth all agreements, understandings and
431 covenants between and among the Parties relative to the matters herein contained. This Agreement
432 supersedes all prior agreements, negotiations and understandings, written and oral, and shall be
433 deemed a full integration of the entire agreement of the Parties.

434 6.6 **Severability.** If any provisions, covenants, agreement or portion of this
435 Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall
436 not affect the application or validity of any other provisions, covenants or portions of this

437 Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement
438 are declared to be severable.

439 **6.7 Consent or Approval.** Except as otherwise specifically provided in this
440 Agreement, whenever consent or approval written or otherwise of any Party to this Agreement is
441 required, such consent or approval shall not be unreasonably withheld, delayed or conditioned.

442 **6.8 Illinois Law.** This Agreement shall be construed in accordance with the laws of the
443 State of Illinois.

444 **6.9 Notice.** Any notice, request, consent, approval or demand (each, a “Notice”) given
445 or made under this Agreement shall be in writing and shall be given in the following manner: (A)
446 by personal delivery of such Notice; or (B) by mailing of such Notice by certified mail, return
447 receipt requested; (C) by sending e-mail transmission of such Notice with confirmation of receipt;
448 or (D) by commercial overnight delivery of such Notice. All Notices shall be delivered to the
449 addresses set forth in this Section 6.8. Notice served by certified mail shall be effective on the
450 fifth Business Day (as defined below) after the date of mailing. Notice served by e-mail
451 transmission shall be effective as of date and time of e-mail transmission, provided that the Notice
452 transmitted shall be sent on a Business Day during business hours. In the event e-mail Notice is
453 transmitted on a non-Business Day or during non-business hours, the effective date and time of
454 Notice is the first business hour of the next Business Day after transmission. Notice served by
455 commercial overnight delivery shall be effective on the next Business Day following deposit with
456 the overnight delivery company. For purposes hereof, the first “business hour” of a Business Day
457 shall be 8:00 a.m. Central time and the last “business hour” shall be 6:00 p.m. Central time. The
458 term “Business Day” shall be Monday through Friday, excluding federal and State of Illinois
459 holidays.

460 If to the Village:

461 Village of Tinley Park
462 Attn: Village Manager
463 16250 South Oak Park Avenue
464 Tinley Park, Illinois 60477
465 dniemeyer@tinleypark.org

466 with a copy to:

467 Peterson, Johnson & Murray Chicago, LLC
468 Attn: Kevin Kearney
469 200 West Adams Street, Suite 2125
470 Chicago, Illinois 60606
471 kkearney@pjmchicago.com

472 If to the Developer:

473

474

475 With a copy to:

476 JMW Properties

477 with a copy to:

478

479 6.10 **Counterparts.** This Agreement may be executed in several counterparts, each of
480 which shall be an original and all of which shall constitute but one and the same agreement.

481 6.11 **Term of Agreement.** The term of this Agreement shall commence on the Effective
482 Date and continue until the earlier of: (A) the Developer's receipt of the Maximum Reimbursement
483 Amount or (B) the last day of the Available Incremental Tax Term, whichever is later; provided,
484 however, the Village's obligation to make a final reimbursement payment of Available
485 Incremental Taxes under either Available Incremental Tax Term shall survive the term of the
486 Agreement and the Developer's rights and remedies to enforce such obligation shall survive the
487 term of the Agreement.

488 6.12 **Good Faith and Fair Dealing.** Village and Developer acknowledge their duty to
489 exercise their rights and remedies hereunder and to perform their covenants, agreements and
490 obligations hereunder, reasonably and in good faith.

491 6.13 **Drafting.** Each Party and its counsel have participated in the drafting of this
492 Agreement therefore none of the language contained in this Agreement shall be presumptively
493 construed in favor of or against either Party.

494 6.14 **Recording.** The Developer shall be permitted to record, at its costs and expense, a
495 memorandum of this Agreement with the Cook County Recorder of Deeds.

496 6.15 **Covenants Run with the Land/Successors and Assigns.** It is intended that the
497 covenants, conditions, agreements, promises, obligations and duties of each Party as set forth in
498 this Agreement shall be construed as covenants and that, to the fullest extent legally possible, all
499 such covenants shall run with and be enforceable against both the covenanted and the Property.
500 Such covenants shall terminate upon termination or expiration of this Agreement. On or before
501 the last date of payment of Incremental Taxes, the Village shall provide a release to confirm
502 termination of this Agreement which Developer may, at its sole cost and expense, record against
503 the Property. This Agreement shall inure to the benefit of, and shall be binding upon each
504 Developer and each Developer's respective successors, grantees and permitted assigns, and upon
505 successor corporate authorities of the Village and successor municipalities.

506 6.16 **Assignment.** Prior to issuance of the Certificate of Completion, Developer may
507 not assign this Agreement, or any rights of obligations hereunder, to any party, except to an
508 affiliate or party providing financing for the Project, without the prior express written consent
509 of the Village. After to issuance of the Certificate of Completion, the Developer may assign

510 this Agreement, or any rights of obligations hereunder, provided that the Developer delivers at
511 least ten (10) days notice prior to such assignment taking effect.

512 6.17 **Partial Funding.** Except as otherwise set for in this Agreement, the Developer
513 acknowledges and agrees that the economic assistance to be received by the Developer as set forth
514 in this Agreement is intended to be and shall be a source of partial funding for the Project and
515 agrees that any additional funding above and beyond said economic assistance shall be solely the
516 responsibility of the Developer. The Developer acknowledges and agrees that the amount of
517 economic assistance set forth in this Agreement represents the maximum amount of economic
518 assistance to be received by the Developer, provided the Developer complies with the terms and
519 provisions set forth in this Agreement. The Developer further acknowledges and agrees that the
520 Village is not a joint developer or joint venturer with the Developer and the Village is in no way
521 responsible for completion of any portion of the Project.

522 6.18 **Attorney Fees.** Should it become necessary to bring legal action or proceedings to
523 enforce this Agreement, or any portion thereof, or to declare the effect of the provisions of this
524 Agreement, the prevailing party shall be entitled to recover or offset against sums due, its costs,
525 including reasonable attorneys' and consultants' fees, in addition to whatever other relief the
526 prevailing party may be entitled.

527 6.19 **Estoppel Certificates.** Each of the Parties hereto agrees to provide the other, upon
528 not less than ten (10) business days prior request, a certificate certifying that this Agreement is in
529 full force and effect (unless such is not the case, in which such Party shall specify the basis for
530 such claim), that the requesting Party is not in default of any term, provision or condition of this
531 Agreement beyond any applicable notice and cure provision (or specifying each such claimed
532 default) and certifying such other matters reasonably requested by the requesting Party. If either

533 Party fails to comply with this provision within the time limit specified, it shall be deemed to have
534 appointed the other as its attorney-in-fact for execution of same on its behalf as to the specific
535 request only.

536 [SIGNATURE PAGES FOLLOW]

537

538 **IN WITNESS WHEREOF**, the Parties have duly executed this Agreement pursuant to all
539 requisite authorizations as of the date first above written.

540 **VILLAGE OF TINLEY PARK,**
541 an Illinois Municipal Corporation

542 By: _____
543 Village President

544

545 ATTEST:

546 _____
547 Village Clerk

JMW Properties, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____,

EXHIBIT A

Legal Description of Redevelopment Project Area

**THOSE PARTS OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, SECTION 18,
TOWNSHIP 36 NORTH, RANGE 13, SECTION 19, TOWNSHIP 36 NORTH, RANGE 13,
ALL EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS
MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:**

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 IN SUPER-K SUBDIVISION AS PER PLAT THEREOF RECORDED MARCH 20, 1991 AS DOCUMENT NUMBER 97195157;

THENCE NORTHERLY ALONG THE WEST LINE OF LOT 1 IN SAID SUPER-K SUBDIVISION AND THE WEST LINE OF LOT 2 IN SAID SUPER-K SUBDIVISION, TO THE NORTH LINE OF SAID LOT 2;

THENCE EASTERLY ALONG THE NORTH LINE OF LOT 2 IN SAID SUPER-K SUBDIVISION, TO A WEST LINE OF LOT 3 IN SAID SUPER-K SUBDIVISION;

THENCE NORTHERLY, NORTHWESTERLY AND NORTHERLY ALONG THE WEST LINES OF LOT 3 IN SAID SUPER-K SUBDIVISION, TO THE WESTERN MOST NORTHWEST CORNER OF SAID LOT 3, ALSO BEING THE WESTERN MOST SOUTHWEST CORNER OF LOT 1 IN PARK PLACE SUBDIVISION AS PER PLAT THEREOF RECORDED DECEMBER 7, 1992 AS DOCUMENT NUMBER 92914537;

THENCE NORTHERLY ALONG THE WEST LINE OF LOT 1 IN SAID PARK PLACE SUBDIVISION TO THE NORTH LINE OF LOT 1 IN SAID PARK PLACE SUBDIVISION AND THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE WESTERLY ALONG THE SOUTH LINE OF SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE NORTHERLY ALONG SAID WEST LINE, TO THE SOUTH LINE OF OLCOTT AVENUE DEDICATED AS PER PLAT THEREOF RECORDED JUNE 28, 1973 AS DOCUMENT NUMBER 22379900;

THENCE EASTERLY ALONG SAID SOUTH LINE, TO THE EAST LINE OF OLCOTT AVENUE DEDICATED AS PER PLAT THEREOF RECORDED JUNE 28, 1973 AS DOCUMENT NUMBER;

THENCE NORTHERLY ALONG SAID EAST LINE, AND THE NORTHERLY PROLONGATION THEREOF TO THE NORTH LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE EASTERLY ALONG SAID NORTH LINE, TO THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY TO THE SOUTHWEST CORNER OF SECTION 18, ALSO THE NORTHWEST CORNER OF SECTION 19, BOTH IN TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE EASTERLY ALONG THE SOUTH LINE OF SECTION 18, ALSO THE NORTH LINE OF SECTION 19, BOTH IN TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE NORTHERLY ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE NORTH LINE OF THE SOUTH 600 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH 600 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, ALSO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE NORTH LINE OF THE SOUTH 247 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH 247 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE EAST LINE OF

THE WEST 50 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST 50 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO A POINT 15 FEET NORTH OF THE RIGHT OF WAY OF 159TH STREET AS INDICATED IN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 28, 2011 AS DOCUMENT NUMBER 1127141045;

THENCE SOUTHEASTERLY TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF 159TH STREET AND THE EAST LINE OF THE WEST 65 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS AS INDICATED IN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 28, 2011 AS DOCUMENT NUMBER 1127141045;

THENCE EASTERLY, SOUTHERLY AND EASTERLY ALONG THE RIGHT OF WAY OF 159TH STREET, TO THE NORTHERLY PROLONGATION OF THE EAST LINE OF THE WEST 300 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST 300 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE SOUTH LINE OF THE NORTH 300 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH 300 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE WEST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, ALSO THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE WEST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, ALSO THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE

EASTERLY PROLONGATION OF THE SOUTH LINE OF PARCEL OF LAND BEING PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED JULY 8, 1932 AS DOCUMENT NUMBER 11113021 AND RATIFICATION THEREOF FILE APRIL 8, 1971 AS DOCUMENT NUMBER LR2551034, A DISTANCE OF 183.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE WEST 180.00 FEET ALONG LAST SAID SOUTH LINE; THENCE SOUTH 5.00 FEET; THENCE WEST 200.00 FEET ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF SAID 159TH STREET; THENCE NORTH 5.00 FEET; THENCE WEST 307.62 FEET ALONG THE SOUTH LINE OF SAID 159TH STREET; THENCE SOUTH 1050.00 FEET ON A LINE NORMAL TO SAID SOUTH LINE OF 159TH STREET; THENCE EAST 845.55 FEET TO THE WEST RIGHT OF WAY LINE OF OAK PARK AVENUE (WHICH IS 33.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION); THENCE NORTH ALONG LAST SAID WEST LINE 355.45 FEET TO A POINT 694.55 FEET SOUTH FROM THE SOUTH RIGHT OF WAY LINE OF 159TH STREET; THENCE WEST 17.00 FEET; THENCE NORTH 555.63 FEET; THENCE WEST 133.00 FEET; THENCE NORTH 139.68 FEET TO THE SOUTH LINE OF 159TH STREET AND THE POINT OF BEGINNING;

THENCE WESTERLY ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE AND THE SOUTH LINE OF PARCEL OF LAND BEING PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED JULY 8, 1932 AS DOCUMENT NUMBER 11113021 AND RATIFICATION THEREOF FILE APRIL 8, 1971 AS DOCUMENT NUMBER LR2551034, A

DISTANCE OF 183.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE WEST 180.00 FEET ALONG LAST SAID SOUTH LINE; THENCE SOUTH 5.00 FEET; THENCE WEST 200.00 FEET ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF SAID 159TH STREET; THENCE NORTH 5.00 FEET; THENCE WEST 307.62 FEET ALONG THE SOUTH LINE OF SAID 159TH STREET; THENCE SOUTH 1050.00 FEET ON A LINE NORMAL TO SAID SOUTH LINE OF 159TH STREET; THENCE EAST 845.55 FEET TO THE WEST RIGHT OF WAY LINE OF OAK PARK AVENUE (WHICH IS 33.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION); THENCE NORTH ALONG LAST SAID WEST LINE 355.45 FEET TO A POINT 694.55 FEET SOUTH FROM THE SOUTH RIGHT OF WAY LINE OF 159TH STREET; THENCE WEST 17.00 FEET; THENCE NORTH 555.63 FEET; THENCE WEST 133.00 FEET; THENCE NORTH 139.68 FEET TO THE SOUTH LINE OF 159TH STREET AND THE POINT OF BEGINNING, TO THE SOUTHWEST CORNER THEREOF AND ALSO THE SOUTHEAST CORNER OF PARCEL OF LAND BEING PART OF THE WEST HALF AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED JULY 8, 1932 AS DOCUMENT NUMBER 11113021 AND RATIFICATION THEREOF FILED

APRIL 8, 1971 AS DOCUMENT LR 2551034 AND THE LINE BETWEEN THE EAST HALF AND THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE WEST 117.55 FEET ALONG SAID SOUTH RIGHT OF WAY LINE 1094 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 1050 FEET ON LAST SAID LINE; THENCE EAST 451.56 FEET ON A LINE 1050 FEET SOUTH OF AND PARALLEL TO SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 1050 FEET TO SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 339.11 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST 339.11 FEET ON LAST SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING;

THENCE CONTINUING WESTERLY ON THE SOUTH LINE OF PARCEL OF LAND BEING PART OF THE WEST HALF AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED JULY 8, 1932 AS DOCUMENT NUMBER 11113021 AND RATIFICATION THEREOF FILED APRIL 8, 1971 AS DOCUMENT LR 2551034 AND THE LINE BETWEEN THE EAST HALF AND THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE WEST 117.55 FEET ALONG SAID SOUTH RIGHT OF WAY LINE 1094 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 1050 FEET ON LAST SAID LINE; THENCE EAST 451.56 FEET ON A LINE 1050 FEET SOUTH OF AND PARALLEL TO SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 1050 FEET TO SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 339.11 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST 339.11 FEET ON LAST SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING, TO THE WESTERN MOST NORTHWEST CORNER OF OUTLOT C IN DUN RAVEN PLACE PHASE II AS PER PLAT THEREOF RECORDED SEPTEMBER 28, 2001 AS DOCUMENT NUMBER 0010908493;

THENCE SOUTHWESTERLY TO A POINT OF TANGENCY IN THE NORTH LINE OF OUTLOT D IN DUNRAVEN PLACE AS PER PLAT THEREOF RECORDED AUGUST 30, 1999 AS DOCUMENT NUMBER 99827216 BEING THE WESTERLY TERMINUS OF AN ARC HAVING A RADIUS OF 192.00 FEET AND AN ARC LENGTH OF 300.13 FEET;

THENCE WESTERLY AND SOUTHWESTERLY ALONG THE NORTHERLY LIMITS OF OUTLOT D IN DUNRAVEN PLACE AS PER PLAT THEREOF RECORDED AUGUST 30, 1999 AS DOCUMENT NUMBER 99827216, TO THE EASTERLY PROLONGATION OF THE SOUTH LINE OF PARCEL OF LAND DESCRIBED AS FOLLOWS: THAT PART OF LOT 3 LYING NORTH OF A LINE DRAWN PARALLEL WITH THE NORTH LINE OF SAID LOT 3 THROUGH A POINT IN THE WEST LINE OF SAID LOT 3 WHICH POINT IS 352.19 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 3 AS MEASURED ALONG SAID WEST LINE ALL IN CENTENNIAL OFFICE PARK AS PER PLAT THEREOF RECORDED OCTOBER 5, 1988 AS DOCUMENT NUMBER 88458264;

THENCE WESTERLY ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE AND THE SOUTH LINE OF PARCEL OF LAND DESCRIBED AS FOLLOWS: THAT PART OF LOT 3 LYING NORTH OF A LINE DRAWN PARALLEL WITH THE NORTH LINE OF SAID LOT 3 THROUGH A POINT IN THE WEST LINE OF SAID LOT 3 WHICH POINT IS

352.19 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 3 AS MEASURED ALONG SAID WEST LINE ALL IN CENTENNIAL OFFICE PARK AS PER PLAT THEREOF RECORDED OCTOBER 5, 1988 AS DOCUMENT NUMBER 88458264, TO THE WEST LINE OF SAID LOT 3, ALSO THE EAST LINE OF LOT 1 IN TINLEY PARK PLAZA SUBDIVISION AS PER PLAT THEREOF RECORDED APRIL 7, 2004 AS DOCUMENT NUMBER 0409818067;

THENCE SOUTHERLY ALONG THE EAST LINE OF LOT 1 IN TINLEY PARK PLAZA SUBDIVISION AS PER PLAT THEREOF RECORDED APRIL 7, 2004 AS DOCUMENT NUMBER 0409818067, ALSO THE WEST LINE OF CENTENNIAL SUBDIVISION UNIT NO. 1 AS PER PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT NUMBER 27155558, TO THE SOUTH LINE OF CENTENNIAL SUBDIVISION UNIT NO. 1 AS PER PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT NUMBER 27155558;

THENCE SOUTHEASTERLY ALONG THE SOUTH LINE OF CENTENNIAL SUBDIVISION UNIT NO. 1 AS PER PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT NUMBER 27155558, TO THE WESTERLY LINE OF CENTENNIAL DRIVE AS DEDICATED BY INSTRUMENT RECORDED JULY 9, 1980 AS DOCUMENT NUMBER 25509385;

THENCE CONTINUING SOUTHEASTERLY ALONG THE SOUTHEASTERLY PROLONGATION OF THE SOUTH LINE OF CENTENNIAL SUBDIVISION UNIT NO. 1 AS PER PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT NUMBER 27155558, TO THE WEST LINE OF PARCEL 4 IN FINAL PLAT OF MEADOW MEWS PHASE ONE PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378525 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC);

THENCE SOUTHERLY ON THE WEST LINE OF PARCEL 4 IN FINAL PLAT OF MEADOW MEWS PHASE ONE PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378525 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC), TO THE SOUTHEAST LINE OF PARCEL 4 IN FINAL PLAT OF MEADOW MEWS PHASE ONE PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378525 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC);

THENCE NORTHEASTERLY ALONG THE SOUTHEAST LINE OF PARCEL 4 IN FINAL PLAT OF MEADOW MEWS PHASE ONE PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378525 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC) AND THE SOUTHEAST LINE OF PARCEL 14 IN FINAL PLAT OF MEADOW MEWS PHASE TWO PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378524

(RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC), TO THE

SOUTHWEST LINE OF PARCEL 14 IN FINAL PLAT OF MEADOW MEWS PHASE TWO PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378524 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC);

THENCE SOUTHEASTERLY ALONG THE SOUTHWEST LINE OF PARCEL 14 IN FINAL PLAT OF MEADOW MEWS PHASE TWO PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378524 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC), TO THE NORTH LINE OF PARCEL OF LAND BEING PART OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 19; THENCE NORTH 89 DEGREES 43 MINUTES WEST (BEARINGS ASSUMED FOR PURPOSES OF THIS PARCEL ONLY) 585 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 258.72 FEET, AN ARC DISTANCE OF 101.52 FEET AND A CHORD BEARING OF SOUTH 79 DEGREES 02 MINUTES 33 SECONDS WEST; THENCE NORTH 68 DEGREES 24 MINUTES 11 SECONDS WEST 79.57 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 54 SECONDS EAST 533 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES EAST 755.40 FEET, TO THE EAST LINE OF SAID WEST HALF OF SECTION 19; THENCE SOUTH 00 DEGREES 03 MINUTES 54 SECONDS EAST 542.27 FEET ALONG SAID LINE TO THE POINT OF BEGINNING;

THENCE EASTERLY ALONG THE NORTH LINE OF PARCEL OF LAND BEING PART OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 19; THENCE NORTH 89 DEGREES 43 MINUTES WEST (BEARINGS ASSUMED FOR PURPOSES OF THIS PARCEL ONLY) 585 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 258.72 FEET, AN ARC DISTANCE OF 101.52 FEET AND A CHORD BEARING OF SOUTH 79 DEGREES 02 MINUTES 33 SECONDS WEST; THENCE NORTH 68 DEGREES 24 MINUTES 11 SECONDS WEST 79.57 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 54 SECONDS EAST 533 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES EAST 755.40 FEET, TO THE EAST LINE OF SAID WEST HALF OF SECTION 19; THENCE SOUTH 00 DEGREES 03 MINUTES 54 SECONDS EAST 542.27 FEET ALONG SAID LINE TO THE POINT OF BEGINNING, TO THE EAST LINE OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOT 1 IN WARTHEN'S RESUBDIVISION AS PER PLAT THEREOF RECORDED SEPTEMBER 4, 1975 AS DOCUMENT NUMBER 23210202;

THENCE WESTERLY ALONG THE NORTH LINE OF LOT 1, THE WESTERLY PROLONGATION OF THE NORTH LINE OF LOT 1 AND THE NORTH LINE OF LOT 2 ALL IN WARTHEN'S RESUBDIVISION AS PER PLAT THEREOF RECORDED SEPTEMBER 4, 1975 AS DOCUMENT NUMBER 23210202, TO THE SOUTH LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778

THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY ALONG THE SOUTH LINE, SOUTHEAST LINE AND EAST LINE OF BREMEN TOWN DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778, TO THE SOUTHWEST LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778;

THENCE NORTHWESTERLY ALONG THE SOUTHWEST LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778, TO THE WEST LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778;

THENCE NORTHERLY ALONG THE WEST LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778 TO THE NORTH LINE OF LOT 16 IN BREMEN WOODS SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE WESTERLY ALONG THE NORTH LINE OF LOT 16 AND THE NORTH LINE OF LOT 15 IN BREMEN WOODS SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 17 IN BREMEN WOODS SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE NORTHERLY ALONG THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 17, AND THE EAST LINE OF LOT 17 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE SOUTHEAST CORNER OF LOT 18 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE NORTHERLY, WESTERLY, NORTHERLY, EASTERLY AND NORTHERLY ALONG THE EASTERN LIMITS OF LOT 18 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE NORTHEAST CORNER OF LOT 18 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE WESTERLY ALONG THE NORTH LINE OF LOT 18, THE NORTH LINE OF LOT 19, THE NORTH LINE OF LOT 20, THE NORTH LINE OF LOT 21 AND THE NORTH LINE OF LOT 26 ALL IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE EAST LINE OF LOT 27 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE NORTHERLY ALONG THE EAST LINE OF LOT 27 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE NORTH LINE OF LOT 27 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE WESTERLY ALONG THE NORTH OF LOT 27 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE WEST LINE OF PARCEL OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 43 MINUTES EAST (BEARINGS ASSUMED FOR PURPOSES OF THIS PARCEL ONLY) 908 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 43 MINUTES EAST 258.81 FEET ALONG SAID NORTH LINE; THENCE SOUTH 657.03 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS WEST 244.05 FEET; THENCE NORTH 116.32 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS WEST 15 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 30 SECONDS EAST 542 FEET TO THE POINT OF BEGINNING;

THENCE NORTHERLY ALONG THE WEST LINE OF PARCEL OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 43 MINUTES EAST (BEARINGS ASSUMED FOR

PURPOSES OF THIS PARCEL ONLY) 908 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 43 MINUTES EAST 258.81 FEET ALONG SAID NORTH LINE; THENCE SOUTH 657.03 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS WEST 244.05 FEET; THENCE NORTH 116.32 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS WEST 15 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 30 SECONDS EAST 542 FEET TO THE POINT OF BEGINNING, TO THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE WESTERLY ALONG THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE SOUTH LINE OF 163RD STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED APRIL 15, 1976 AS DOCUMENT NUMBER 23453671 AND T2864222;

THENCE SOUTHWESTERLY AND WESTERLY ALONG THE SOUTH LINE OF 163RD STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED APRIL 15, 1976 AS DOCUMENT NUMBER 23453671 AND T2864222, TO THE EAST LINE OF HARLEM AVENUE EXISTING AS OF MAY 25, 2020;

THENCE SOUTHERLY ALONG THE EAST LINE OF HARLEM AVENUE EXISTING AS OF MAY 25, 2020, TO THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE SOUTH LINE OF LOT 1 IN SUPER-K SUBDIVISION AS PER PLAT THEREOF RECORDED MARCH 20, 1991 AS DOCUMENT NUMBER 97195157;

THENCE WESTERLY ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF LOT 1 AND THE SOUTH LINE OF LOT 1 IN SUPER-K SUBDIVISION AS PER PLAT THEREOF RECORDED MARCH 20, 1991 AS DOCUMENT NUMBER 97195157, TO THE POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE THE FOLLOWING DESCRIBED PARCELS OF LAND:

LOT 83 THROUGH LOT 89 (BOTH INCLUSIVE) IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND T2419778.

ALSO,

LOT 1 THROUGH LOT 12 (BOTH INCLUSIVE) IN BREMENTOWNE PARK TOWNHOUSE RESUBDIVISION PHASE I AS PER PLAT THEREOF RECORDED DECEMBER 21, 1990 AS DOCUMENT NUMBER 90619247.

ALSO,

LOT 1 THROUGH LOT 5 (BOTH INCLUSIVE) IN BREMENTOWNE PARK TOWNHOUSE RESUBDIVISION PHASE II AS PER PLAT THEREOF RECORDED OCTOBER 28, 1993 AS DOCUMENT NUMBER 93870509.

Map of Redevelopment Project Area

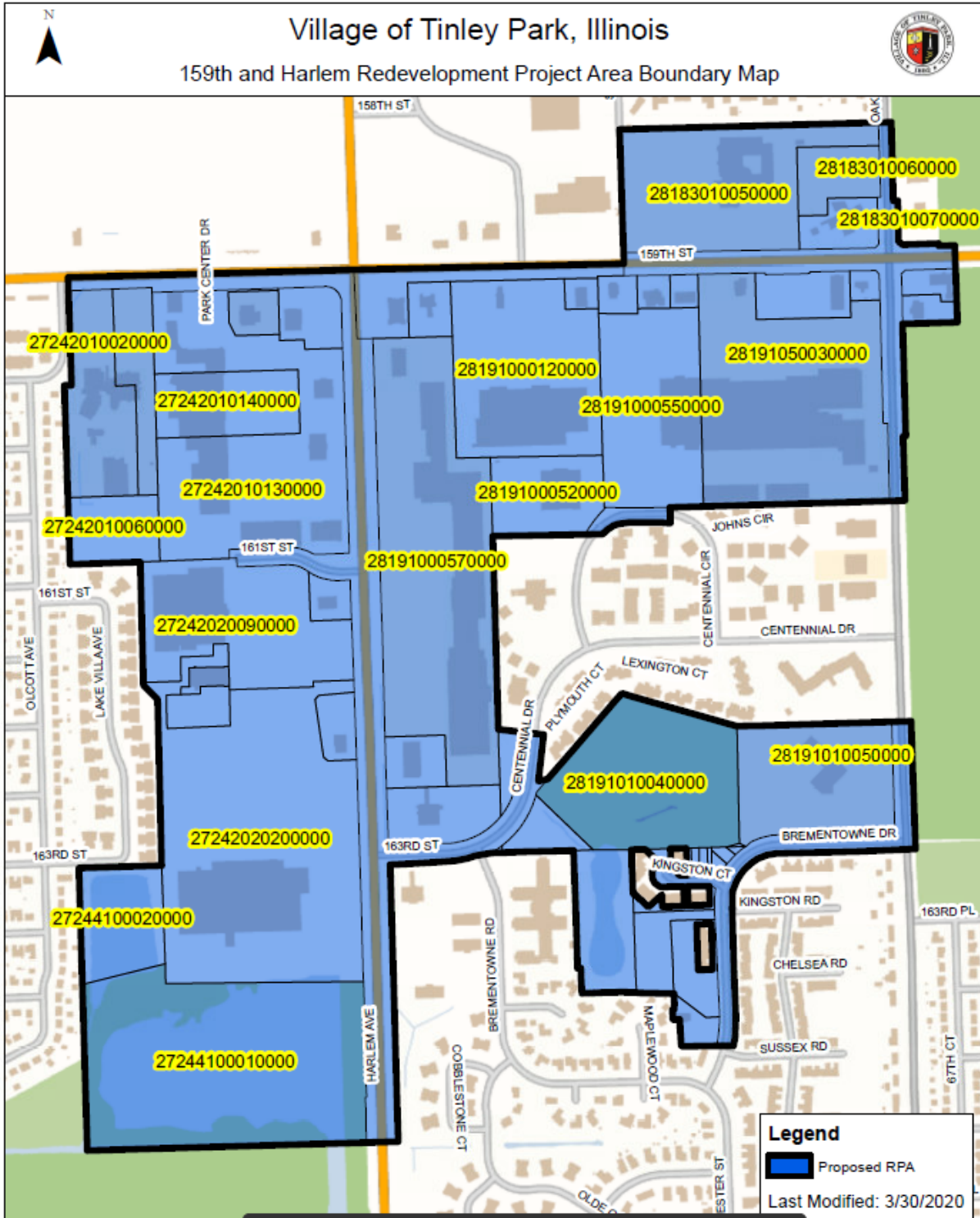


EXHIBIT B

Legal Description and Map of Property

THAT PART OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING ON A LINE 1094 FEET EAST OF THE WEST LINE OF SAID NORTHWEST ¼ AT THE SOUTH RIGHT-OF-WAY LINE OF 159TH STREET; THENCE SOUTH ON SAID LINE 1094 FEET EAST OF SAID WEST LINE 800 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 45 SECONDS WEST 665 FEET TO THE EAST LINE OF THE WEST 26 RODS OF SAID WEST ½ OF THE NORTHWEST ¼; THENCE NORTH 790 FEET ALONG SAID LAST SAID LINE TO THE SOUTH RIGHT-OF-WAY LINE OF 159TH STREET; THENCE NORTH 87 DEGREES 15 MINUTES 43 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE 212.24 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 45 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE 453 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THE NORTH 150 FEET OF THE EAST 150 FEET), ALL IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THEREFROM THAT PORTION TAKEN BY CONDEMNATION BY THE STATE OF ILLINOIS, IN CASE NO. 93 L 50936, ALL IN COOK COUNTY, ILLINOIS.

Legal Description of Property

PIN(S): 28-19-100-057; 28-19-100-058

COMMONLY KNOWN AS: 7061-7063 159th Street
Tinley Park, Illinois

EXHIBIT C

Project Plans

EXHIBIT D
Project Budget

<hr/>	
Brokerage Commissions	\$585,000
Asbestos Removal	\$300,000
Parking Lot Repair Phase 1 (includes landscaping)	\$150,000
Parking Lot Repair Phase 2	\$300,000
New Roof Installation	\$485,000
Legal, Engineering, Architectural, ect	\$75,000
Developer's Fee	\$375,000
Total	<hr/> \$2,270,000

EXHIBIT E

Form of Disclosure Affidavit

State of Illinois)
) ss
County of _____)

I, _____, reside at _____ in the City/Village of _____, County of _____, State of Illinois, being first duly sworn and having personal knowledge of the below facts, swear to the following:

That I am over the age of eighteen and serve as the _____ of _____ (the "Developer").

That the property in question has a common street address referred to as: _____, in the Village of Tinley Park, County of Cook, State of Illinois, and with a Property Index Number(s) of _____ (hereinafter "Redevelopment Property").

That I understand that pursuant to Illinois law, prior to execution of the redevelopment agreement between the Developer and the Village, Illinois law requires the owner, authorized trustee, corporate official or managing member or agent to submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary who will obtain any interest, real or personal, in the Property and/or Project, and every shareholder who will be entitled to receive more than 7.5% of the total distributable income of any corporation having any interest, real or personal, in the Redevelopment Property and/or project after this transaction is consummated.

As the owner, authorized trustee, corporate official or managing member or agent, I declare under oath that (choose one):

- (a) The owners or beneficiaries of the trust are _____; or
- (b) The shareholders with more than 7.5% interest are _____; or
- (c) The members with more than 7.5% interest in the limited liability company are _____, or
- (d) The corporation is publicly traded and there is no readily known individual having greater than a 7.5% interest in the corporation.

This instrument is made to induce the Village to enter into the redevelopment agreement and in accordance with the Illinois law.

Affiant: _____

Subscribed and Sworn to before me this _____ day of September, 2020.

Notary Public

EXHIBIT F

Redevelopment Project Costs

<hr style="border: 1px solid gray;"/>	
New Roof Installation*	\$485,000
Parking Lot Repair Phase 1 (includes landscaping)	150,000
Parking Lot Resurfacing (Phase II)	\$300,000
Asbestos Removal	\$300,000
Total Redevelopment Costs	\$1,235,000
<hr style="border: 1px solid gray;"/>	

*Only 80% of roof cost will be covered by Village

EXHIBIT G

Form of Certificate of Expenditure

Date: _____, 2021

To: Village of Tinley Park, (the "Village")

Re: JMW PROPERTIES, LLC ("Developer") \$_____ Incremental Tax Reimbursement

This Certificate of Expenditure is provided pursuant to the Village of Tinley Park Tax Increment Financing Redevelopment Agreement (Phase I) by and between Developer and the Village, dated _____, 2020, as authorized pursuant to Resolution No. 2020-R-____ (the "Redevelopment Agreement"). All terms used herein shall have the same meaning as when used in the Redevelopment Agreement.

Developer hereby certifies that, as of the date hereof, \$_____ has been advanced by Developer in connection with the Project. Such amount has been properly incurred, is a proper charge made or to be made in connection with the Project costs, including Redevelopment Project Costs. Total Project costs are \$_____ and Redevelopment Project Costs are \$_____. Documents substantiating these expenditures and their payment are attached hereto.

IN WITNESS WHEREOF, Developer has caused this certification to be signed on its behalf as of the date shown above.

JMW Properties, LLC

By: _____
Name: _____
Title: _____

097205.000009 4821-8878-9953.5

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

RESOLUTION
NO. 2021-R-036

**A RESOLUTION AUTHORIZING A NON-EXCLUSIVE LICENSE AGREEMENT FOR THE
80TH AVENUE TRAIN STATION WITH HARP 80TH AVE TENNANT, LLC**

MICHAEL W. GLOTZ, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees

RESOLUTION NO. 2021-R-036

A RESOLUTION AUTHORIZING A NON-EXCLUSIVE LICENSE AGREEMENT FOR THE 80TH AVENUE TRAIN STATION WITH HARP 80TH AVE TENNANT, LLC

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, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Non-Exclusive License Agreement with Harp 80th Ave Tennant, LLC, a true and correct copy of such Professional Services Agreement 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 Agreement be entered into 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 "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

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 Agreement.

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

ADOPTED this 18th day of May, 2021, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of May, 2021, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

**AGREEMENT WITH HARP 80TH AVE TENNANT,
LLC**

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-036, "A RESOLUTION AUTHORIZING A NON-EXCLUSIVE LICENSE AGREEMENT FOR THE 80TH AVENUE TRAIN STATION WITH HARP 80TH AVE TENNANT, LLC," which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 18, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of May, 2021.

VILLAGE CLERK

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("Agreement") is made and entered into this 18th day of May, 2021 by and between the Village of Tinley Park, an Illinois home rule municipality (the "Village"), and Harp 80th Ave Tenant, LLC ("Licensee").

RECITALS

WHEREAS, the Village owns the Tinley Park-80th Avenue Commuter Station located at 18801 South 80th Avenue, Tinley Park, Illinois 60477 (the "Facilities"); and

WHEREAS, the Facilities include an approximate 740+/- square foot space depicted on Exhibit B (the Licensed Premise) and the adjacent patio; and

WHEREAS, Licensee desires to operate a retail business within the facility, subject to the terms and conditions herein;

NOW, THEREFORE, for and in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. The foregoing Recitals and the Exhibits and Agreements referred to therein are incorporated herein as if fully set forth with the same force and effect as if set forth as agreements of the Parties herein.

2. Grant of Non-Exclusive License. Subject to the terms and conditions of this Agreement, Village hereby grants Licensee a non-exclusive license for use of the Licensed Premises for the sole purpose of providing the following services: (1) Food and beverage services to commuters, (2) Public and private banquet and catering services, and (3) Public events.

3. Terms and Hours of Operation.

a. The Initial Term of this Agreement shall commence upon the date this Agreement is executed by the Parties (the "Commencement Date"). The Commencement Date shall not be later than July 1, 2021. The term of this Agreement will be five (5) years (the "Initial Term"). This Agreement shall automatically extend an additional five (5) years (the "Renewal Term"), unless either Party delivers written notice of termination no later than 90 days prior to the expiration of the Initial Term.

b. Temporary Days and Hours of Operation. In light of the ongoing COVID-19 pandemic and subsequent reduction in commuter traffic, the Village agrees to permit Licensee to operate the Licensed Premises with adjusted days and hours of operation in the following manner (the "Temporary Operation Schedule"):

Monday through Friday: 5:00 a.m. – 10:00 a.m.

Federal Holidays: Subject to Operator's Discretion.

The Village and Licensee will review the necessity to continue operating the Licensed Premises under the Temporary Operation Schedule on a monthly basis, with the final determination of when to resume Regular Days and Hours of Operation (as defined below) in the Village's sole discretion.

c. Regular Days and Hours of Operation:

Monday through Friday: 5:00 a.m. - 1:30p.m.
Saturday/Sunday: 10:30 a.m. - 1:00 p.m.
Federal Holidays: Subject to Operator's Discretion.

d. It shall be a material breach of this Agreement in the event Licensee fails to operate the Licensed Premises for three (3) or more consecutive business days. Business days shall mean and include Monday through Friday, excluding federal holidays.

4. Fees and Reimbursement.

a. License Formula: Licensee shall pay to the Village a base monthly license fee of \$1,500 (the "Base License Fee"), plus a percentage of Licensee's gross sales computed in accordance with the following formula throughout the term of this Agreement (the "Total License Fee"). The percentage to be paid shall be an amount equal to 2.5% of gross annual sales.

b. Payment Frequency: The amount shall be paid on the 10th of each month at the same time the base license fee is paid.

c. Payment at Execution: The last month's Total License Fee shall be due upon occupancy in the amount of \$1,500.

d. Waiver of Base License Fee: The Village shall waive the first three months' Base License Fees.

e. Verification and Reconciliation: The Licensee shall submit a profit and loss statement which will include the current month's and year-to-date revenues and expenses. It is understood and agreed that gross sales may vary from month to month and that the gross annual sales will be kept on a cumulative basis by the Licensee and provided to the Village with each monthly report of revenues and expenses.

f. Settlements: At the end of each year, an accounting will be made as to the total gross annual sales for the year. Any necessary adjustments shall be made and any appropriate amount paid within thirty (30) days. If Licensee has actually overpaid the amount due, the Village shall refund the excess to Licensee within thirty (30) days.

5. Prohibited Uses and Activities.

- a. Licensee specifically agrees not to use the Licensed Premises and/or Facilities, or any part thereof, for any unlawful and/or immoral purpose and/or business.
- b. Licensee covenants and agrees not to maintain any nuisance in the Licensed Premises and/or Facilities which shall be in any manner injurious to or endanger the health, safety and comfort of the persons residing or being in the vicinity of said Licensed Premises.

6. Licensed Premises and/or Facilities.

- a. Licensee covenants and agrees to keep the Licensed Premises in a clean, safe, and sanitary condition in accordance with all applicable ordinances, codes, laws, statutes, rules and regulations of the Village of Tinley Park, the State of Illinois, Counties of Cook and Will, and the United States of America, and all regulatory agencies thereof. Licensee covenants and agrees that it shall abide by all applicable ordinances, codes, laws, statutes, rules and regulations of the Village of Tinley Park, the State of Illinois, Counties of Cook and Will and the United States of America and enforcement and regulatory agencies thereof, which regulate or control the Licensee's use of the Licensed Premises and/or Facilities. In accordance with 49 CFR Part 26.13(a), as amended, Licensee covenants and agrees that it shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement or the award and performance of any contract and/or subcontract hereunder. Furthermore, Licensee shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in its termination or such other remedy as Village and/or Metra deem appropriate.

Licensee further covenants and agrees to comply with the applicable provisions of Metra's Disadvantaged Business Enterprise (DBE) Program and applicable DBE policies, regulations, and requirements relative thereto.

- b. Licensee covenants and agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person shall,

on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for services and/or employment provided by Licensee hereunder, and hereby gives assurance that it will promptly take any measures necessary to effectuate these obligations and undertakings.

- c. The Facilities do not include the north and south parking lots (the "Parking Lots"). Should Licensee desire to utilize the Parking Lots for special events, festivals, etc., it shall seek written approval from the Village, which shall not be unreasonable withheld. Licensee shall be obligated to obtain all required permits related to the use of the Parking Lots pursuant to the Village Code. The Licensee shall be entitled to host up to fifteen (15) days of special events annually in the Parking Lots.

7. **Due Diligence.** Licensee shall have until the expiration of the Due Diligence Period (as defined below) to evaluate and analyze the feasibility of the Licensed Premises for Licensee's intended use thereof. As used in this Agreement, the term "Due Diligence Period" shall mean the period commencing upon the Commencement Date of this Agreement and ending thirty (30) days thereafter. Licensee shall restore the Licensed Premises to substantially the same condition in which it was prior to such inspections and tests following the completion of its inspections. Buyer shall indemnify, defend, and hold the Village harmless for any claim or damage which may have been caused by Licensee or its representatives entering upon the Licensed Property.

8. **Access.** Nothing in this Agreement shall restrict the access of any employees, officers, or agents of the Village and/or Metra who have a legitimate need for such access, including but not limited to access to the Licensed Premises to determine Licensee's compliance with the terms and conditions herein and/or as otherwise provided herein.

9. **Security.** Licensee assumes and exercises full responsibility for the security of the Licensed Premises during all uses and activities of the Licensee contemplated by this Agreement. Licensee shall provide security for the Licensed Premises to the extent it deems necessary, at its expense, provided that access by the Village and Metra is assured and not unreasonably restricted according to the provisions contained herein. Licensee shall communicate to the Village in a timely manner any and all proposed security measures and obtain Village's approval, prior to the beginning of the term of this Agreement. Village agrees to cooperate with any and all reasonable security measures, provided it has sufficient notice to communicate the measures to its employees, volunteers, and elected officials. Village shall not be liable for unauthorized use of the Licensed Premises.

10. **Supervision.** The Licensee shall exercise full responsibility for the supervision of Licensee's employees, agents, contractors, assignees, vendors, invitees, guests, patrons, customers and attendees (collectively, "Licensee's Agents") during the term of this Agreement. The Parties agree that neither Village nor Metra has any duty to supervise any person or activity in connection

with the Licensee's use of the Licensed Premises and/or Facilities, including within those areas not specifically identified as part of the Licensed Premises and/or Facilities.

11. Indemnification. To the fullest extent permitted by law, Licensee shall indemnify, protect, save, defend, and hold harmless Village and each of its respective officers, officials, directors, employees, volunteers, agents, licensees (excluding Licensee), successors and assigns (the "Indemnified Parties") from and against all claims, damages, losses, costs, penalties, obligations, liabilities, causes of action, and expenses, including but not limited to legal fees and court costs, arising from or in any way connected with:

(i) any act, omission, wrongful act or negligence of Licensee, Licensee's Agents, or any of their respective assignees, directors, officers, agents, employees, invitees, customers, patrons, guests, attendees, contractors and/or sub-contractors or of anyone acting on behalf of Licensee;

(ii) any accident, injury or damage whatsoever occurring, growing out of, incident to, or resulting directly or indirectly from the use of the Licensed Premises, whether such loss, damages, injury or liability is contributed by a condition of the Licensed Premises themselves or any equipment thereon, whether latent or patent, or from any other causes whatsoever. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. Licensee's, duties and obligations to indemnify the Indemnified Parties shall survive the termination and/or expiration of this Agreement.

12. Insurance. Licensee and Licensee's Agents shall maintain insurance of the types and in the amounts listed below.

- a. Commercial General and Umbrella Liability Insurance. Commercial general liability ("CGL") and, if necessary commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Premises contemplated by this Agreement. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 0001 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from the Licensed Premises, operations, independent contractors, products, completed operations, food products (if applicable), fire and legal liability, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Village shall be included as additional insured (collectively, the "Additional Insured") under the CGL, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them.

- b. **Business Auto and Umbrella Liability Insurance.** Business auto liability (including bodily injury and property damage), and, if necessary, commercial umbrella liability insurance with a limit of not less than \$500,000 combined single limit per accident. Such Insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
- c. **Workers Compensation Insurance.** Workers' compensation as required by statute with statutory limits, and employer's liability coverage with limits of not less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

If the Additional Insureds have not been included as an insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Licensee and Licensees Agents waive all rights against the Additional Insured for recovery of damages arising out of or incident to use of the Licensed Premises and/or Facilities by Licensee or Licensee's Agents or any of them.

- d. **General Insurance Provisions.**
 - i. If the Additional Insured have not been included as an insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this Agreement, the Licensee and Licensee's Agents waive all rights against the Additional Insured for recovery of damages arising out of or incident to use of the Licensed Premises and/or Facility by Licensee or Licensee's Agents or any of them.
 - ii. **Evidence of Insurance.** Prior to the beginning of the term of this Agreement, Licensee shall furnish Village with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above (including certificates of insurance for Licensee's Agents and additional insured endorsements). Failure of Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of Licensee and Licensee's Agents to maintain such insurance. Village shall have the right, but not the obligation, of prohibiting Licensee and Licensee's Agents from occupying the Licensed Premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Village.

iii. Each insurance policy required under this Agreement shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to Village.

iv. Insurers. For insurance companies which obtain a rating from AM. Best, that rating should be no less than A VIII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VIII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.

v. Cross-Liability Coverage. If Licensee and/or Licensee's Agent's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

vi. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Licensee and Licensee's Agents may be asked to eliminate such deductibles or self-insured retentions as respects the Village, and/or any of the respective officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

13. Modification of Improvements. During the Due Diligence Period, Licensee may request certain modifications and improvements to the License Premises, which shall be subject to the Village's sole approval. Thereafter, no modification or alteration of the Licensed Premises shall be made by Licensee without the prior written approval of the Village, which Village may withhold in their sole and absolute discretion and compliance by Licensee with all other terms of this Agreement. Licensee shall pay for all such modifications and alterations.

14. Non-Discrimination. Licensee agrees to comply and to cause its employees to comply fully with the Federal Equal Employment Opportunities Act, the Civil Rights Act of 1974, the State Human Rights Act, the Americans with Disabilities Act, and all applicable rules and regulations promulgated thereunder, and all amendments made thereto, and Licensee agrees not to deny services, use of the Licensed Premises, and/or employment opportunities on the basis of race, creed, color, religion, sex, national origin or ancestry, age, disability unrelated to ability, marital status, or unfavorable discharge from military service and/or otherwise in violation of any applicable federal, state, and/or local law.

15. Relationship Between the Parties. It is understood, acknowledged and agreed by the Parties that the relationship of Licensee to the Village arising out of this Agreement shall be that of an independent contractor and shall not be construed as partners or joint venturers. Neither Licensee nor any employee or agent of Licensee is an employee or agent of the Village for any purpose whatsoever.

16. Restoration. Upon the expiration or termination of this Agreement, Licensee shall cause the Licensed Premises and Facilities to be restored to the same condition in which it existed at the time of the execution of this Agreement, including but not limited to the removal of any and all signs placed on the Licensed Premises and/or Facilities by or on behalf of Licensee, the removal of all debris from the Licensed Premises, and repair of any damage to the Licensed Premises and/or Facilities attributable to Licensee and/or Licensee's Agents and/or otherwise arising from use of the Licensed Premises and/or Facilities by Licensee and/or Licensee's Agents ("Restoration Work").

17. No Waiver of Immunities and/or Privileges by Village. This License Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this License Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party, other than Licensee's indemnification and insurance obligations relative to Metra, RTA, NIRCRC, and their respective officers, officials, employees, directors, agents, licensees, successors and assigns required herein. Nothing herein shall be construed or interpreted as an express and/or implied waiver of any common law and/or statutory immunity and/or privilege of Village, Metra, RTA, NIRCRC, and/or any of their respective officials, officers, volunteers, employees, agents, successors and/or assigns, as to any claim, cause, cause of action and/or liability of any kind whatsoever.

18. Metra Agreements. Village is a party to an agreement with Metra as related to the Tinley Park - 80th Avenue train station, which is available for review at the Tinley Park Village Hall. Licensee and Licensee's Agents shall comply with all of the terms, conditions, requirements and restrictions set forth in the Metra Agreements, and any breach of any such term, condition, requirements, and/or restrictions of the Metra Agreements or any of them, shall be a material breach of this Agreement.

19. Hazardous Substances. Licensee shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Licensed Premises and/or Facilities. If the presence of Hazardous Substances brought upon, kept, stored or used by or on behalf of Licensee and/or Licensee's Agents, in violation of this paragraph, results in contamination of the Licensed Premises and/or Facilities, Licensee shall pay for all actual costs of clean up and shall indemnify and hold harmless the Village and Metra and at the Village's option, defend the Village and Metra, and their respective employees, directors, affiliates, agents, volunteers, officers, officials, licensees (excluding Licensee), successors and assigns from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances. For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances", "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the Federal Resource

Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances", "materials", or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Licensee and/or Licensee's Agents create a risk of violation of any Environmental Laws, Licensee shall cease such activities immediately upon notice from the Village. Licensee shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws. Licensee's duties and obligations to indemnify the Village and Metra shall survive the termination and/or expiration of this Agreement.

20. Liens. Licensee shall keep the Licensed Premises and Facilities free of any liens or claims of liens, and shall discharge any such liens within ten days of their filing. To the fullest extent permitted by law, Licensee shall indemnify, defend and hold harmless Village, Metra, RTA and NIRCRC, from and against any and all liens or claims for liens for material or labor by reason of any work done and/or material furnished by or on behalf of Licensee and/or Licensee's Agents.

21. Premises and Equipment.

- a. Licensee shall have the use of the Licensed Premises along with any fixtures included therein subject to the terms and conditions herein. No other area of the Facilities shall be used except with the prior written permission of the Village, other than as expressly provided herein to the contrary.
- b. Licensee shall use its best efforts to reasonably conserve electric and to use said utilities in a commercially reasonable manner.
- c. Licensee shall pay its own bills for its telephone and internet service, private security cameras, gas used by the kitchen equipment, water and sewer bill and any other future utility costs to Village shall be passed on. Gas, water and sewer will be on its own meter for use solely by the Licensee.
- d. Licensee shall pay its own electric bill for the kitchen portion of the facility. Electric will be paid by the Village for the first year. Licensee will be responsible for electric beginning in the 13th month.
- e. Licensee may install signage inside the Facilities with the prior written approval of Village and Metra, which Village and/or Metra may withhold in their respective sole and absolute discretion, and provided Licensee has procured all necessary sign permits and other approvals therefore from Village. All fees and costs related thereto are to be paid by Licensee.
- f. Trash receptacles shall be supplied by Village. The Village will be responsible for trash removal for the exterior garbage cans and the Licensee will be responsible for trash removal for internal garbage cans.

- g. Licensee acknowledges the Licensed Premises and Facilities are nonsmoking facilities and shall not allow smoking in the Licensed Premises.
 - h. An equipment list of Village-supplied kitchen equipment and furniture including common name, model number, warranty and capital equipment replacement schedule is attached hereto and made a part hereof as EXHIBIT C.
22. Licensee Operations.
- a. At all times during the term of this Agreement, Licensee shall maintain the Licensed Premises and all property and fixtures located therein in a clean, neat, orderly, sanitary, and safe condition.
 - b. Licensee's provision of food items shall be consistently high in quality and shall, at all times, be sanitary, orderly and sufficient to meet public demand.
 - c. Licensee shall employ sufficient and qualified personnel in its operation at the Licensed Premises and agree that the services rendered by such personnel to the public shall be provided in a courteous, businesslike and efficient manner. Employees may require individual Licensee's personnel to modify their individual behavior, when such Village employees deem necessary in keeping the Licensee's obligations under this paragraph, including, without limitation, rudeness to the public or poor sanitation practices.
 - d. Licensee agrees that all food items shall be purchased from reliable and reputable suppliers and, if required by law, all food items will be approved by authorized governmental agencies.
 - e. Licensee shall obtain all necessary licenses and permits necessary for Licensee's use and/or operation of the Licensed Premises.
23. Village Responsibilities
- a. The Village shall be responsible for maintaining exterior lighting in the parking lots and on the exterior of the building, as well as the vaulted ceiling lighting within the Facilities.
 - b. The Village shall perform exterior window cleaning in the same manner as currently performed at other Village owned facilities.
 - c. The Village shall perform interior floor cleaning once a month. Licensee shall, in addition, keep the floor and interior of the Licensed Premises in a clean and safe condition, and otherwise shall be responsible for all maintenance of the interior of the Licensed Premises unless otherwise provided herein. Village shall be responsible for the maintenance of the exterior of the Facility.

24. Termination.

- a. In the event Licensee shall be found in breach or default under any of the provisions of this Agreement, Village may terminate this Agreement if Licensee fails to cure such default within ten (10) days after Village shall have notified Licensee thereof, in writing (the "Cure Period"), provided, however, that if Licensee shall have repeatedly breached or been in default hereunder on previous occasions, Village may terminate this Agreement immediately without affording Licensee an opportunity to cure the breach or default upon written notice to Licensee. Notwithstanding the forgoing, Village may immediately suspend all licenses herein granted in the event Licensee fails to maintain the types and amounts of insurance coverage required herein until Licensee provides documentation to the Village evidencing compliance with said insurance requirements. Village may similarly suspend all licenses granted hereunder in cases of emergency.
- b. Notwithstanding any provisions herein to the contrary, in the event Licensee shall have (i) filed a voluntary petition in bankruptcy or made an assignment for benefit of creditors; (ii) consented to the appointment of a receiver or trustee of all or part of its property; or (iii) an involuntary petition in bankruptcy shall have been filed in regard to Licensee and the same shall not have been dismissed within ten (10) days of such filing, this Agreement shall automatically terminate.
- c. This agreement shall terminate upon thirty (30) days prior written notice by either Party to the other effective at the conclusion of the Term, as defined herein.
- d. Upon termination of this Agreement, Licensee shall yield the Licensed Premises in at least as good of condition as existed prior to the Commencement Date, including the performance of all Restoration Work required herein. Notwithstanding the provisions of this paragraph, all fixtures shall remain on the Licensed Premises as provided herein.
- e. In addition to performing all of Licensee's other obligations set forth in this Agreement, Licensee shall pay to Village an amount equal to 100% of the License Fee for each month, or portion thereof, during which Licensee shall retain possession of the Licensed Premises, or any part thereof, after the expiration or termination of Licensee's right of possession, whether by lapse of time or otherwise, and also shall pay all damages sustained by Village on account of Licensee so retaining possession. The provisions of this paragraph shall not be deemed to limit or constitute a waiver of any other rights or remedies of Village provided herein or at law or equity.
- f. Either Party may terminate this Agreement without cause by providing the other Party not less than ninety (90) days prior written notice.

25. **Limitation on Village's Damages.** In no event shall Village be liable to Licensee and/or Licensee's Agents for any consequential, incidental, special, and/or indirect damages or losses (in contract, tort and/or otherwise), including but not limited to any lost revenues in connection with this Agreement and/or any breach and/or default by Village hereunder.

26. **Assumption of Liability.** To the fullest extent permitted by law, Licensee and Licensee's Agents assume all liability for claims, causes of action, and damages from any personal injury, personal loss or damages to property arising out of or attributable to use of the Licensed Premises or other Village property by Licensee and/or Licensee's Agents.

Licensee and Licensee's Agents are aware of the risks associated with use of the Licensed Premises and/or other Village property, and Licensee and Licensee's Agents voluntarily assume those risks in consideration of the licenses herein granted.

27. **Taxes.** Licensee acknowledges that the Licensed Premises and Facility are currently exempt from all taxes, including, but not limited to, real estate taxes. The Parties intend that the Licensed Premises and Facility remain exempt from real estate and/or leasehold taxes, and that no such taxes should be assessed as a result of the license granted hereunder. In the event, however, (i) this License Agreement or the rights granted under this Agreement, (ii) any sublicense agreement or other grant of use or assignment by Licensee and/or (iii) the use and/or operations of Licensee or any of its sublicensees or assignees, results in a full or partial loss of such real estate tax exemption or in the assessment of real estate taxes and/or a tax on any leasehold and/or sub-leasehold interest, then Licensee agrees to pay Village the amount of any such tax, but reserves the right to appeal such assessment, prior to the due date therefore for each tax year this Agreement remains in effect, including any and all extensions and/or renewals thereof. Licensee shall also pay all other federal, state and local taxes attributable to its operation and/or use of the Licensed Premises. The obligations to pay said taxes shall survive the expiration and/or termination of this Agreement.

28. **IDOR Power of Attorney.** The Licensee shall obtain and provide to Village a power of attorney letter for the release of sales tax information from the Illinois Department of Revenue ("IDOR"). Said power of attorney shall take the form of an "Authorization to Release Sales Tax Information to Local Governments" ("Authorization") in the form and format as prescribed from time to time by the IDOR. A new Authorization form will be provided to the Licensee from time to time whenever the IDOR Authorization from requirement have changed or the form may also be obtained directly from IDOR. The completed Authorization form will be provided to the Village Treasurer as soon as possible. In addition to said Authorization, Licensee shall prepare and submit such other or additional form(s) or information as may be required from time to time by the IDOR in order to release sales tax information to Village. Village shall have no responsibility for obtaining the necessary Authorizations and related information from the Licensee. In the event that the sales tax information is not released by the IDOR due to the failure of the Licensee to execute (including properly execute) the necessary Authorization form(s), this License Agreement shall automatically be terminated.

29. **No Lease.** The Parties agree that this Agreement confers upon the Licensee only a non-exclusive license and right to use the Licensed Premises upon the terms set forth herein, and that nothing contained herein is intended to confer upon the Licensee any leasehold interest in the Licensed Premises or any portion thereof. In the event of default by the Licensee, the Village shall not be obligated to bring a forcible entry and detainer action to terminate Licensee's rights hereunder. 29. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and assigns. The Licensee shall not assign this Agreement without the prior express written consent of the Village which Village may withhold in its sole and absolute discretion. Any such assignment shall be null and void.

30. **Disclaimer.** Licensee expressly acknowledges that the Village has not made any representations or warranties, express or implied, as to the adequacy, fitness or condition of the Licensed Premises for the purposes set forth herein, or for any other purpose or use, express or implied, by the Licensee. **ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY AND HABITABILITY ARE HEREBY EXCLUDED.** Licensee accepts use of the Licensed Premises and the improvements thereon, "AS-IS" and "WITH ALL FAULTS". Licensee acknowledges that it has inspected the Licensed Premises and has satisfied itself as to the adequacy, fitness and condition thereof.

31. **Miscellaneous.**

- a. The Parties agree that no change or modification to this Agreement, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is executed by both Parties, and attached to and made a part of this Agreement.
- b. The Parties agree that the titles of the items of this Agreement, hereinabove set forth, are for convenience of identification only and shall not be considered for any other purpose.
- c. This Agreement shall be construed, governed, and enforced according to the laws of the State of Illinois and any action to enforce this Agreement shall be brought in the Circuit Court of Cook County, Illinois.
- d. The Parties agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.
- e. This Agreement may be executed in any number of counterparts, and by the Village and Licensee on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.
- f. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the

parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

- g. Time is of the essence of this Agreement and every provision contained herein.
- h. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.
- i. In the event of any conflict between the terms and conditions herein, and the terms and conditions of the Metra Agreements, the more stringent terms and conditions shall be controlling upon Licensee.

32. Notices. All notices and demands required hereunder shall be in writing and shall be deemed to have been given or made when delivered personally or when mailed by registered or certified mail, postage prepaid, addressed as follows:

If to the Village:

Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, Illinois, 60477
Attention: Village Manager

If to Licensee:

Harp 80th Ave Tenant, LLC
18501 Convention Center Drive
Suite 100
Tinley Park, IL 60477
Attention: Michael Vite

[SIGNATURE PAGE FOLLOWS]

VILLAGE OF TINLEY PARK

By: _____
Village President

Dated: _____, 2021

HARP 80TH AVE TENANT, LLC

By: *Mark Vito*
Title MANAGER

ATTEST

By: _____
Village Clerk

ATTEST

By: *Cate Wold*
Title

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

I, the undersigned, a Notary Public in and for Cook and Will Counties, in the State of Illinois, do hereby CERTIFY THAT the Michael Vite, is personally know to me be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered that said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of Homestead.

Given under my hand and official seal, this 13 day May, 2021.

Catherine Wold
(Notary Public)



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

I, the undersigned, a Notary Public in and for Cook and Will Counties, in the State of Illinois, do hereby CERTIFY THAT the _____, is personally know to me be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered that said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of Homestead.

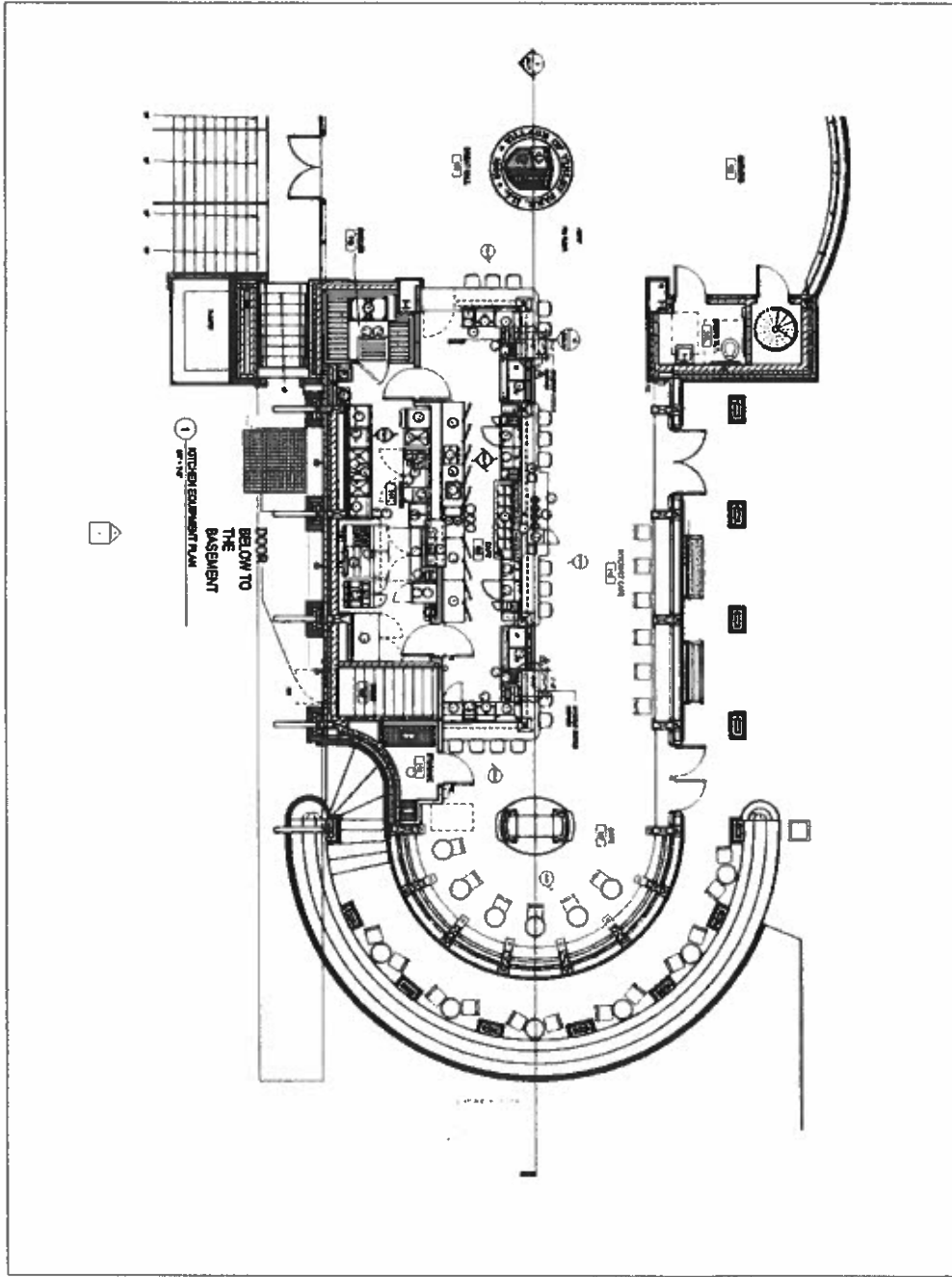
Given under my hand and official seal, this ____ day _____, 2021.

(Notary Public)

EXHIBIT A
LEGAL DESCRIPTION

That part of the West 1900.00 feet of the Southwest Quarter of Section 36, Township 36 North, Range 12, East of the Third Principle Meridian, lying northerly of Timber Drive as per document number 0404118149, lying East of the West 50 feet of said Southwest Quarter, and lying southeasterly of the southeasterly right-of-way of the Chicago, Rock Island. and Pacific Railroad, all in Cook County, Illinois.

EXHIBIT B STATION FLOOR PLAN



 Meta <small>PLANNING SERVICES</small>	<small>PROJECT NO.</small> <small>DATE</small> <small>SCALE</small>	<small>DESIGNED BY</small> <small>CHECKED BY</small> <small>DATE</small>	<small>PROJECT NO.</small> <small>DATE</small> <small>SCALE</small>	<small>DESIGNED BY</small> <small>CHECKED BY</small> <small>DATE</small>	<small>PROJECT NO.</small> <small>DATE</small> <small>SCALE</small>
EQ1.00 <small>STATION FLOOR PLAN</small> <small>DATE</small>	<small>PROJECT NO.</small> <small>DATE</small> <small>SCALE</small>				

EXHIBIT C

EQUIPMENT & WARRANTY LIST

80TH Avenue Metra Station Inventory List				
Item#	Quantity	Description	Manufacturer No.	
1	4	Coffee & Tea Dispensers	Petco L0-10	None
2	1	Condiment Stand	Stafford-Smith, Inc	None
3	1	Microwave Oven	Panasonic #1575	None
4	1 Lot	Modular Die Walls		None
5	1 Lot	Counter Tos and Die Panels		
6	1	Blender Station	Glastender #BSA-12	None
7	1	Underbar Ice chest	Glastender #1BA-24	1 Year-Parts Only
8	1	Soda Gun		None
9	1	Corner Drain Board	Glastender#-FC-2430?	1 Year-Parts Only
10		Un-assigned		
11	1	Bottle Step	Glastender#D818	1 Year-Parts Only
12	1	Cashier Stand	Glastender#PCB-18	1 Year-Parts Only
13	1	P.O.S. Register		
14	1	Dual Temp Display Case	Federal #SGR-5042-DZ	
15	1	Hand Sink	Glastender#LH5B-12	1 Year-Parts Only
	1	Drain Board Cabinet	Glastender#DBC-??	1 Year-Parts Only
	1	Glass Rack Drain Board	Glastender #DBGA-24	1 Year-Parts Only
	1	Soda Fountain	To be determined	None
19	1	Blender Station	Glastender#??	1 Year-Parts Only
20		Unassigned		
21	1	Glass Rack Drain Board	Glastender #DBGR??	1 Year-Parts Only
22	1	Drain Board Cabinet	Glastender #DBCA-24	1 Year-Parts Only
23	1	Hand Sink	Glastender ???	1 Year-Parts Only
	1	Dual Temp Display Case	Federal #SGR-5042-DZ	None
25	1	Cashier Stand	Glastender #PCB18	1 Year-Parts Only
26	1	P.O.S. Register		None
27	1	Bottle Step	Glastender #LDB-1?	1 Year-Parts Only
28	1	Corner Drain Board	Glastender #????	1 Year-Parts Only
29		Soda Gun		None
30		Unassigned		
31	1	Underbar Ice chest	Glastender #BA-24	1 Year-Parts Only
	1	Blender Station	Glastender #35A-14	1 Year-Parts Only
	1	Drain Board Cabinet	Glastender #DBCA-24	1 Year-Parts Only
34	1	Back Bar Refrigerator	Glastender #8872L5LmmLLL	3 Year Parts/ 1 year labor
35	1	Tea Brewer	Fetco #TBS-21A	Unlimited 5 year warranty

36	1	Coffee Brewer	Fetco #C????	Unlimited 5 year warranty
37	1	Espresso Machine	Espresso #2450Q	Limited 5 Year warranty
38	1	Back Bar Cabinet	Glastender #D548-N6-LNNLL	1 Year-Parts Only
39	1	Back Bar Soup Stand	Custom Millwork	None
40	2	Drop in Soup Stand	Wells #55 BTD	None
41	1	Back Bar Refrigerator	Glasstender #8848-R6-LMMRR	1 Year-Parts Only
42	1	Back Bar Refrigerator	Glasstender #8848-R6-LMMRR	1 Year-Parts Only
43	1	Pass Over Shelf	Custom Fabricated	None
44	1	Ice Machine With Bin	Manitowac #QC-0708A	None
45	1	Preparation Sink	Custom Fabricated	None
45A	1	Pre Rinse Spray Faucet	Fisher	None
46	1	Slicer	Globe #385OP	None
48	1	Base Refrigerator	True #TUC-60	1 Year parts & labor
49	1	Microwave Oven	Panasonic #1575	3 Years-parts & labor
50		Unassigned		
51	1	Steam Table	Eagle #DCS2-HFU-C	1 Year
52	1	Heat Lamp	Hatco #PL-400-PU	None
53	1	Sandwich Refrigerator	True #TSSU-60-12	1 Year parts & labor
54	1	Toaster	Toastmaster #HT424	1 Year parts & labor
55	1	Slow cook oven	Alto-Shaam #1000TH-??	none
56	1	Heated Cooling Cabinet	ALT-Shaam #1000-5	Lifetime parts on cook & hold heating elements
57	1	Hand sink	Eagle #HSA-10-FK	None
58	1	Walk in cooler	Thermo Kool	None
59	1	Storage Shelving	AMCO	None
60	2	universal racks		None
61	1	mop sink		None
62	1	Hand sink	EAGLE #HSA-10-FK	None
63	1	Undercounter Dishwasher	Hobart #LXIH	None
64	1	Pot rack		None
65	1	Pre Rinse Faucet and Spray	Fisher	None
66	1	Pot Sink	Custome	None
67	2	over shelf	Eagle #SWS1224-16/3	None
68	1	Exhaust Ventilator	Captive Air #ND	None
69	1	Fire Protection System		None
70		Unassigned		None
71	1	Double Oven Range	Wolf #C60SS-4FT36	None

72	1	Salamander	Wolf #FS-RB36A-IR	2 years on operations Parts
73	2	Twin Fryers	PTICO#SG14S	None
74	1	Reach in Freezer	True #TR2F	1 Year parts & labor
75	1	Remote Carbonator		None
76	1 Lot	Dry Storage Shelving	(1) 24x60 section -(4) shelves high	None
77	1	Range Compressor		None
78		Dry Storage Shelving	(2) sections 24x72-(2) shelves high	None



Interoffice Memo

Date: May 14, 2021

To: Village Board

From: David Niemeyer, Village Manager

cc: Pat Carr, Assistant Village Manager
Kimberly Clarke, Community Development Director
Patrick Connelly, Village Attorney

Subject: GovTemp – Planning Consultant

Planning Manager, Paula Wallrich, is set to retire from this position on May 27, 2021. It is recommended that the Village enter into a Professional Services Agreement with GovHR to hire Paula as a Planning Consultant to provide some continuity with projects.

The attached contract establishes Paula's service as Planning Consultant through December 31, 2021 at a rate of pay of \$77.49/hour. The actual rate paid to Ms. Wallrich will be \$55.35/hour. The number of hours per week will vary based on project needs. Employee will be paid for only hours worked.

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

RESOLUTION
NO. 2021-R-035

**A RESOLUTION AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES
AGREEMENT WITH GOVTEMPSUSA, LLC FOR PROVISION OF A PLANNING
CONSULTANT**

MICHAEL W. GLOTZ, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees

RESOLUTION NO. 2021-R-035

A RESOLUTION AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH GOVTEMPSUSA, LLC FOR PROVISION OF A PLANNING CONSULTANT

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, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Professional Services Agreement with GovTempsUSA, LLC, a true and correct copy of such Professional Services Agreement 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 Agreement be entered into 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 "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

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 Agreement.

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

ADOPTED this 18th day of May, 2021, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of May, 2021, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

AGREEMENT WITH GOVTEMPSUSA, LLC

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-035, “A RESOLUTION AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH GOVTEMPSUSA, LLC FOR PROVISION OF A PLANNING CONSULTANT,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 18, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of May, 2021.

VILLAGE CLERK

EXHIBIT A
Worksite Employee and Base Compensation

REVISED AND UPDATED – Effective June 1, 2021

WORKSITE EMPLOYEE: Paula Wallrich

POSITION/ASSIGNMENT: Project Assignment - Planning Consultant

TERM OF POSITION: June 1, 2021 – December 31, 2021.

Agreement may be extended up to September 9, 2022 with agreement

between parties. Please review section 5 of Agreement for the complete terms of position.

BASE COMPENSATION: \$77.49/hour. The number of hours per week will vary based on

project needs. Employee will be paid for only hours worked. Hours worked shall be

communicated via email to payroll@govtempusa.com by the close of business on the Monday

after the prior work week. The Municipality will be invoiced every other week and payment may

be remitted via check or ACH.

GOVTEMPUSA, INC.:

By: 

Date: April 20, 2021

MUNICIPALITY:

By: _____

Date: _____

This Exhibit A fully replaces all Exhibits A dated prior to the date of the Company's signature above.



Interoffice Memo

Date: May 14, 2021
To: Village Board
From: David Niemeyer, Village Manager
Subject: Village Lobbyist

We need to renew the annual retainer agreement (attached) with the Village Lobbyist the Rory Group. Tom Manion and Lucy Anderson have been working with the Village since June 1, 2019 on State issues including the Tinley Park Mental Health Center and County issues including helping us get \$600,000 in grants to help reconstruct County roads. They also have been working with the Village on other development issues and trying to acquire state capital projects.

The fees would remain the same, which is \$3000 per month.

At the June 1, 2021 Village Board meeting we will be asking the Board to renew this contract for a year through May 31, 2022.

EXHIBIT 1

A RESOLUTION AUTHORIZING A PROFESSIONAL
SERVICES AGREEMENT BETWEEN THE VILLAGE OF
TINLEY PARK AND RORY GROUP, LLC.

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is made and entered into by and between Rory Group, LLC, an Illinois limited liability company (the "Consultant") and the Village of Tinley Park ("VOTP") as of the 5th day of June 2021.

WHEREAS, "VOTP" wishes to obtain the benefits of Consultant's experience and know-how in connection with the operation of "VOTP"'s business; and

WHEREAS, " VOT P" wishes to engage Consultant to render consulting and advisory services as well as introductions and referrals of new sources of business to "VOTP " on the terms and conditions set forth in this Agreement; and

WHEREAS, Consultant wishes to accept such engagement upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises made by each party in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, "VOTP" and Consultant agree as follows:

1) Consulting Services.

- a) "VOTP" hereby engages Consultant as a consultant to "VOTP", and Consultant hereby agrees to accept such engagement, upon the terms and conditions set forth in this Agreement. During the Term (as hereinafter defined) of this Agreement, Consultant shall: (1) advise and assist "VOTP" on ways to improve its operations; (2) Monitor and lobby the appropriate government officials at the State and County levels; (3) Provide the Village of Tinley Park current reports of major legislation that would affect the Village; (4) Formulate a strategy to help the Village of Tinley Park advance legislation at the State and County levels and in the private business community; (5) Coordinate and execute the strategy and provide advice on governmental and private business matters; (6) the Consultant will pursue Capitol opportunities on behalf of "VOTP" within a new Capitol Bill or a re-authorization of existing Capitol; (7) coordinate with "VOTP" to advance local and regional agenda. (8) perform such other additional services as may be assigned to Consultant from time to time by "VOTP" including, but not limited to, lobbying activities and expansion of governmental relations. (9) provide quarterly reports on activities.
- b) In performance of its duties under this Agreement, the Consultant shall report and be responsible only to the "VOTP" and/or designated representative, who shall be responsible for monitoring Consultant's work under this Agreement.
- c) In the performance of its duties under this Agreement, Consultant agrees that it will not:
 - i) negotiate or enter into any oral or written contract, agreement, or arrangement on behalf of, or in the name of "VOTP", or otherwise bind "VOTP", in any manner whatsoever;

- ii) engage in any conduct, or cause "VOTP" to engage in any conduct, which would result in "VOTP"'s breach or violation of any agreement, law, ordinance, or regulation;
 - iii) sign any checks on behalf of or authorize any payments by "VOTP" in any manner whatsoever.
 - d) "VOTP" acknowledges and agrees that so long as such work does not conflict with this Agreement, Consultant is free to perform work on behalf of entities other than "VOTP" (provided such work does not directly or indirectly compete with the project Company is engaged in) but shall devote sufficient time to performance of its duties under this Agreement as shall be reasonably necessary for it to effectively perform those duties and protect the interests of " VOTP".
- 2) **Term.** The term of Consultant's retention and engagement under this Agreement shall begin on June 5, 2021 and shall end on June 4, 2022.
- 3) **Compensation.** In consideration of all services to be performed by Consultant under this Agreement, "VOTP" agrees to pay Consultant a total fee ("Fee") of Thirty-Six Dollars (\$36,000) over a period of one year. The Fee shall be paid on a monthly basis as follows: Three Thousand Dollars (\$3,000) by the 5th day of each month. Notwithstanding the foregoing, at any time during the Term of this Agreement, Company, at its sole discretion and without prior notice to Consultant, may elect to pay the Fee in one (1) payment.
- 4) **Payment of Taxes.** Consultant shall be responsible for payment of all taxes arising from Consultant's engagement under this Agreement, including federal and state income taxes and any Social Security (FICA) and/or self-employment taxes. "VOTP" will not pay any unemployment compensation or workers' compensation taxes or premiums on behalf of Consultant, or any other taxes of any nature whatsoever.
- 5) **Expenses.** Without the prior written consent of "VOTP", Consultant shall be responsible for all out-of-pocket expenses that the Consultant incurs in performance of its duties under this Agreement. "VOTP" reserves the right to review all expenses incurred by the Consultant on "VOTP"'s behalf. If "VOTP" elects to review the expenses incurred by Consultant, Consultant shall provide "VOTP" with a detailed expense report within ten (10) days after request by "VOTP" for the same.
- 6) **Termination of Agreement.** This agreement may be terminated by "VOTP" at any time for its convenience. In such event, Consultant should be entitled to receive all compensation due to it under this agreement.

"VOTP" may terminate this agreement for cause, if, in "VOTP"'s reasonable judgement, Consultant: (1) is unwilling or unable to perform its duties or obligations pursuant to this Agreement, (2) Commits any dishonest, fraudulent or grossly negligent act in its capacity as a Consultant to "VOTP" or engages in any other conduct that casts "VOTP" in a bad light by association, (3) in bad faith acts in a manner materially inconsistent with the best interests of "VOTP", or, (4) otherwise breaches this Agreement, (any of the above acts or omissions

herein after referred to as "Breach"), and does not cure such Breach to "VOTP"'s reasonable satisfaction within ten (10) days of receipt of written notices thereof from "VOTP". In the event this Agreement is terminated for cause, Consultant should not be entitled to any further compensation.

- 7) **Independent Contractor.** It is understood that while this Agreement is in effect, Consultant is an independent contractor and not an employee of "VOTP", and that this Agreement is not an employment agreement. Consultant shall not be deemed an employee, agent, partner, or joint venture of "VOTP"; and "VOTP" shall not exercise any control or supervision with respect to Consultant's services, except to the extent that "VOTP" may provide specifications, descriptions, time schedules, and goals for projects and exercise the right to evaluate Consultant's work product provided under this Agreement.
- 8) **Non-Disclosure.** Consultant acknowledges that in the course of the Term of this Agreement, Consultant will have access to confidential information of "VOTP". Accordingly, Consultant agrees that it will not at any time, without the express prior written consent of the President of "VOTP":
 - a) disclose, directly or indirectly, any confidential information to anyone outside the employ of "VOTP", except as may be reasonably necessary or appropriate in connection with the performance of its duties under this Agreement; or
 - b) use, directly or indirectly, any confidential information for the benefit of anyone other than "VOTP".
- 9) **Indemnification.** "VOTP" shall indemnify Consultant from any and all liability, expenses, and costs (including reasonable attorney's fees) resulting, directly or indirectly, from any non-compliance or breach of the terms of this Agreement by "VOTP". Additionally, Consultant shall indemnify "VOTP" from any and all liability, expenses, and costs (including reasonable attorney's fees) resulting, directly or indirectly, from any non-compliance or breach of the terms of this Agreement by Consultant.
- 10) **Notices.** All notices shall be given to the parties at the addresses set forth below, unless otherwise directed in writing. All payments by "VOTP" shall be made to Consultant at Consultant's address set forth below unless otherwise directed in writing.

To Company: The Village of Tinley Park
 ATTN: Mr. Dave Niemeyer, Village Manager
 16250 S. Oak Park
 Tinley Park, IL 60477

To Consultant: Rory Group, LLC
 ATTN: Thomas A. Manion, Jr.
 212 W. Washington St., Unit 1904
 Chicago, IL 60606
 Facsimile: (312) 726-1405

Thomas R. Raines, Attorney at Law, LLC
ATTN: Thomas R. Raines, Esq.
815 W. Van Buren St., Suite 204
Chicago, IL 60607
Facsimile: (312) 226-1164

All notices, requests, consents, and other communications under this Agreement shall be in writing and shall be deemed to have been delivered on the date personally delivered or on the date deposited in the United States Postal Service, postage prepaid, by certified mail, return receipt requested.

11) **Assignability.** Neither party shall assign any of its rights or obligations under this Agreement to any other person or entity without the prior written consent of the non-assigning party. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns.

12) **Miscellaneous.**

- a) This Agreement constitutes the entire agreement of Consultant and "VOTP" with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements between the parties in their entirety and may not be modified or amended in any way except in writing by both parties to this Agreement. All covenants, promises, and agreements set forth in the Agreement shall be binding, any apply to and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors, and assigns.
- b) The terms of this Agreement shall be governed and construed according to the laws of the State of Illinois without regard to that state's principles regarding choice of law.
- c) If any part or parts of this Agreement are invalid or unenforceable for any reason, the remaining parts shall nevertheless be valid and enforceable.
- d) Any party's failure to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of the right of that party to enforce that provision at any time thereafter. No waiver of any breach of this Agreement shall be effective unless it is writing.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, execute this Consulting Agreement as of the date set forth herein.

CONSULTANT:

COMPANY:

Rory Group, LLC

Village of Tinley Park

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



Interoffice Memo

Date: May 4, 2021

To: Dave Niemeyer, Village Manager

From: Angela Arrigo, Human Resources Director

Subject: 2021-2022 Benefits Consulting Services Renewal

The Village has relied on benefit consulting services provided by Alliant since July 2017. Alliant has been responsive to the benefit needs of the Village and has been providing a satisfactory level of benefit consulting within the scope of services. The current renewal date is July 2021.

The 2021 proposed benefits consulting contract service fees remain unchanged from the current contract. You will see in the attached 'Proposal' and 'Scope of Services' documents that both the medical and dental carrier commission rates remain below the standard commissions. The current estimated commissions are \$49,000 annually.

It is recommended that benefit consulting services provided by Alliant as outlined in the attached documents are renewed for a period from July 15, 2021- July 14, 2022.



April 28, 2021

David Niemeyer
Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, IL 60477

Re: Benefits Consulting Services – Contract Acknowledgement

This letter is an acknowledgment of the acceptance of the Alliant proposal for Benefits Consulting Services for 1% carrier commission on medical (standard is 3%), 1% carrier commission on dental (standard is 8%) and standard insurance carrier commission on ancillary policies. In-force Life AD&D commission is 10% and vision commission is 5%.

Alliant will provide benefits brokerage/consulting services as outlined in Schedule A (Scope of Services) attached to this acknowledgement letter for the one year time period beginning July 15, 2021 through July 14, 2022 subject to acceptance by Village of Tinley Park

In-force policies to which this contract acknowledgement applies:

- Health & Prescription Drug
- Dental
- Vision
- Life / AD&D
- FSA/ Dependent Care
- EAP
- Retiree Supplemental Plans
- COBRA

The compensation indicated above will be fully earned as of the inception date of each annual service term. Amendments or modifications to the agreed upon service fee must be received in writing and signed by an authorized representative of both Village of Tinley Park and Alliant.



Village of Tinley Park
Benefit Consulting Services – Contract Acknowledgement
April 28, 2021

In addition, as is a common practice in the industry, Alliant benefits from programs implemented by certain insurers and administrators providing for compensation, in addition to fees or standard insurance carrier commissions, to be paid to Alliant based upon differing factors. The insurance Village of Tinley Park purchases and or represented through Alliant may be issued by an insurer or administrator who has such a program. Alliant agrees to not accept any such additional compensation outside the scope of the insurance carrier commission as defined in this contract.

Please acknowledge your receipt and acceptance of this contract acknowledgement by signing in the space provided below. If you have any questions, please contact me at 312-595-7341 or at renee.formell@alliant.com.

Sincerely,

Renee Formell
Senior Vice President
Alliant

Authorized Representative: Village of Tinley Park

Title

Date

Village of Tinley Park

SCOPE OF SERVICES

SCHEDULE A

Service Deliverables

Annual Benefit Plan Audit

- ◆ Review goals, risk tolerance, financial objectives
- ◆ Jointly develop short and long term goals
- ◆ Plan cost analysis
- ◆ Plan design analysis
- ◆ Plan administration review
- ◆ Premium statement review for accuracy
- ◆ Review of plan communication materials (booklets, benefit summaries, brochures, SBC's, etc.)

Plan Improvement Guidance

- ◆ Plan design analysis
- ◆ Employee contribution analysis
- ◆ Utilization analysis of current plan performance (in-network utilization, discount analysis, employee cost sharing, etc.)
- ◆ Determine administrative needs and requirements
- ◆ Review wellness opportunities (carrier level and third party)
- ◆ Evaluate technology alternatives (employee portal, enrollment system, HRIS, payroll, etc.)

Competitive Assessment

- ◆ Benchmark current plan offerings, plan designs, total costs and employee contributions
- ◆ Review historical cost trends
- ◆ Review alternate funding mechanisms
- ◆ Examine carrier's financial stability and rating

Vendor Management

- ◆ Contract review and negotiation
- ◆ Price and service negotiations
- ◆ Brokerage of and insurance product placements
- ◆ Discount Analysis and Discount Guarantee negotiations, if applicable
- ◆ Analysis of vendor performance relative to guarantees, if applicable
- ◆ Coordinate and attend periodic vendor information/education presentations
- ◆ Evaluate new vendor products and benefit provisions
- ◆ Maximize vendor product and service deliverables

Strategic Recommendations

- ◆ Additional product discussion
- ◆ Analyze administrative needs and potential efficiencies
- ◆ Review potential market and program alternatives
- ◆ Review Health Care Reform impact and strategy for compliance
- ◆ Discuss Affordable Care Act (ACA) compliance solutions and strategies
- ◆ Assist in development of wellness strategy, design, structure, and deployment
- ◆ Design employee education/communication strategy

Service Deliverables

Renewal Management

- ◆ Pre-renewal
 - Pre-renewal strategy meeting
 - Analysis of plan performance and renewal underwriting projections
 - Educate and evaluate alternative design approaches
 - Discuss market alternatives and potential network, cost and administrative impact
 - Model plan design alternatives
- ◆ Prepare Request For Proposal (RFP)
 - Review alternative bids
 - Coordinate carrier interviews
 - Prepare financial and benefits comparisons
- ◆ Model employee contribution schemes
 - Model financial impact of changes and changes to various employee groups, if needed
 - Compare current and alternative contributions to benchmarks
- ◆ Renewal
 - Analyze renewal offer and negotiate where appropriate
 - Finalize plan designs, fees and rates
 - Finalize employee contributions
 - Coordinate and host with employee meetings and communication campaign

Plan Administration Assistance

- ◆ Ongoing escalated claim intervention/ troubleshooting
- ◆ Ongoing escalated policy administration troubleshooting
- ◆ Personal employee assistance on coverage and claims matters as needed
- ◆ Provide ongoing regulatory compliance guidance
 - In-house benefits compliance attorney
 - Provide Mesirow prepared legislative updates
 - Provide Mesirow prepared benefit-related topical reference materials
- ◆ Provide ongoing Health Care Reform Consulting
 - Provide Customized “Road To Compliance” report
 - Provide ACA Financial Modeler report
- ◆ Provide ongoing COVID Consulting
 - Provide Webinars & Podcasts
 - Compliance Updates
 - Return To Work Playbook
- ◆ Assist with periodic carrier meetings
 - Schedule, attend and coordinate educational, administrative and review meetings
 - Present benefit materials to insured membership on as needed basis
 - Monitor insurance industry product developments
- ◆ Review and edit annual renewal communication materials
- ◆ COBRA administration support services: evaluation, placement & monitoring
- ◆ Annual Health Fair services support (local only)

Service Deliverables

Reporting

- ◆ For Self-Funded plans:
 - Periodic Medical Premium versus Claims Reporting
 - Periodic Medical Financial Analysis of plan performance
 - Annual Health Plan Intelligence Management Report (Plan IT) with access to HPI-Dashboard
- ◆ Historical Medical Premium versus Claims Reporting
- ◆ Historical Medical Financial Analysis of plan performance
- ◆ Claims experience analysis, if applicable
- ◆ Annual Stewardship Report of Accountability
- ◆ Special projects

Meetings

- ◆ Facilitate insurance committee meetings
- ◆ Host administrative meetings
- ◆ Host open enrollment meetings
- ◆ Attend Board meetings

Tools and Resources

- ◆ Provide Benefits Communication Website: Touchpoints, Ben IQ
- ◆ Develop customized Employee Benefit Guides (electronic only)
- ◆ Provide Legislative Bulletins and Compliance Alerts
- ◆ Access to certified Human Resources support: ThinkHR & HR 360
- ◆ Access to Alliant Client Webinars / Seminars



Interoffice Memo

Date: April 29, 2021

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

From: Colby Zemaitis, PE, CFM – Assistant Public Works Director

Subject: Pavement Striping Program – Contract Extension (Final)

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

Description: The Public Works Department, in its role of maintaining our Village-owned streets utilized the pavement striping services of Traffic Control Company the last two years to clean and re-stripe a number of selected streets throughout the Village. Their services total approximately 8.5 miles of roadway striping throughout the Village.

Background: The 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 at an overall 1.25% increase identified by the Contractor should their services be found acceptable by the Village. Last two year's services by Traffic Control Company were found to be acceptable and their previous services for the Village find them to be a credible, trustworthy Contractor.

Bids were opened on June 4, 2019. Traffic Control Company was the low bidder in the amount of \$58,483.50. The contract total is \$59,954.73 for 2021. Due to the low bid, we would like to request the Board's approval to once again increase the originally bid quantity and overall cost of the project to \$90,000 to match the total approved FY22 Budget.

Budget/Finance: Funding requested to be budgeted for FY22 is currently \$90,000.

Staff Direction Request:

1. Approve Contract Extension with Traffic Control Company for the Pavement Striping Program in the amount of \$90,000 and direct to Village Board for approval.
2. Direct Staff as necessary.

Attachments:

1. 2019 Bid Tab



Interoffice Memo

Date: May 12, 2021

To: John Urbanski, Public Works Director

From: Joe Fitzpatrick, Water & Sewer Superintendent

Subject: Long Term Operation and Maintenance Plan and Private Sector Program

Presented at the Committee of the Whole meeting for consideration and possible action.

Description: Metropolitan Water Reclamation District (MWRD) requires all entities, whose wastewater is treated at their facilities, to generate and submit plans to reduce inflow and infiltration (I/I) of ground water into the sanitary sewer system. The plans focus on the Village's commitment to reduce I/I within our system and also focuses on private sewers throughout the Village.

Background: Tinley Park's sewer system transports wastewater from homes and businesses to MWRD transmission sewers. The wastewater is then transported to treatment facilities where the water is treated and cleaned before being released. Reducing the amount of I/I will increase capacity in the sewer system, aid in lowering the costs to maintain the system, and decrease the amount water being cleaned that does not need to be treated. The main goal of the MWRD requirement is to reduce the amount of ground water in the sanitary system. Ground water could enter the sanitary system for a number of reasons which include, pipe joints, manholes, illegal connections, poor or missing cleanout caps, etc.

The Long-Term Operation and Maintenance Plan (LTOMP) focuses on Village owned utilities and how we are committed to investigating and repairing the system in efforts to reduce I/I. The Private Sector Program (PSP) is the next phase of the LTOMP, that is being required by MWRD, and is geared towards residences and businesses that may be introducing ground water into the sanitary system. The Village is dedicated to finding these areas, informing the residents/business owners of requirements, and helping them become compliant under the new MWRD mandate.

Staff Direction Request: Approve both the Long-Term Operation Maintenance Plan and Private Sector Program for submittal to MWRD.

Attachments:

- 1) Long-Term Operation and Maintenance Plan.
- 2) Private Sector Program.

LONG TERM OPERATION AND MAINTENANCE PLAN

AND

PRIVATE SECTOR PROGRAM

For

The Village of Tinley Park, Illinois



MAY 2021

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I. INTRODUCTION

The Village of Tinley Park sanitary sewer system is designed to remove wastewater from homes and other buildings and convey it to the intercepting sewer system owned and operated by the Metropolitan Water Reclamation District of Greater Chicago (MWRD) or other treatment facilities (Will County area), which conveys flow to wastewater treatment plants. A sanitary sewer system that is not properly maintained, operated and repaired can pose risks to the environment and to public health. These risks arise from system failures or when excessive infiltration and inflow (I/I) enters the sanitary sewer system. I/I reduces the capacity of the sanitary sewer system and can result in sanitary sewer overflows (SSOs) and basement backups (BBs), which are illegal. This Long-Term Operation and Maintenance Program (LTOMP) will be continually implemented by the Village of Tinley Park to maintain sewer system capacity and performance, thereby reducing SSOs and BBs.

The goals of this LTOMP are to:

- Establish standards and procedures by which the Village of Tinley Park will maintain, operate, repair, and expand its sanitary sewer system
- Establish responsibility for the Village to maintain and operate the sanitary sewer system
- Maximize uptime of the entire sanitary sewer system while conducting maintenance, operation, repair and replacement work
- Reduce SSOs and BBs

II. SEWER SYSTEM MANAGEMENT

The Village of Tinley Park Water and Sewer Division is established under the purview of the Department of Public Works and is responsible for cleaning, inspecting, and maintaining all sanitary sewers owned by the Village. This includes providing information to the Director of Public Works about the need for rehabilitation and replacement of portions of the sanitary sewer system. This information is conveyed to the Village Engineer (or the Village's designated consultant), who is responsible for design and construction of sewer rehabilitation projects and inspection of new connections to the sanitary sewer system. The Water and Sewer Division provides data to the Village GIS Coordinator to have information tracked in the Village's GIS system and accurately updated. The Water and Sewer Division is also responsible for implementation of the Private Sector Program for reducing I/I. The Water and Sewer Division has a staff of eleven (11) full time and one (1) part time operation and maintenance positions (number of employees subject to change). Contractors may be used for some maintenance activities, rehabilitation and replacement, televising of sewers, and for emergency support. Figure 1 shows the organizational structure of the Department of Public Works.

A. Staffing

Director of Public Works – Establishes policy, plans strategy, leads staff and delegates responsibility, allocates resources, authorizes outside contractors to perform services, and may serve as public information officer.

Assistant Director of Public Works – Assists the Director to establish policy, plan strategy, lead staff and delegate responsibility. Assistant Director also allocates resources and authorizes outside contractors to perform services.

Village Engineer – Prepares wastewater collection system planning and design documents, manages capital improvement projects, documents new and rehabilitated assets, and coordinates development. The Village Engineer is required to have a Professional Engineer's License in the State of Illinois.

Water and Sewer Superintendent – Manages field operations and maintenance activities, provides relevant information to agency management, prepares and implements contingency plans, leads emergency response, investigates and reports SSOs, and trains field crews.

Water and Sewer Foreman - Manages field operations and maintenance activities.

Inspector – Ensures that new and rehabilitated assets meet Village standards, works with field crews to handle emergencies when contractors are involved, and provides reports to the Village Engineer and Water and Sewer Superintendent. Assists Superintendent or Foreman with investigations of sewer complaints.

Field Crew – Conducts staff operations and preventive maintenance activities, mobilize and respond to notification of stoppages and SSOs (e.g., mobilize sewer cleaning equipment, bypass pumping equipment, and portable generators).

Administrative Assistant – Support staff operations and preventive maintenance activities, assist with data entry and quality control, handle billing, dispatch, routing of phone calls, maintains inventory list, maintains log of training for Water and Sewer Division staff, and other support functions as needed.

Office Coordinator - Responsible for filing, archiving of drawings, records, and reports, processing payroll, and other tasks to help the Administrative Assistant and Assistant Director of Public Works.

B. Safety

Work in and around sewers introduces a wide range of safety hazards. Training on safe practices associated with sewer inspection, construction, and maintenance is an essential part of minimizing accidents on the job. The Water and Sewer Superintendent conducts safety training for staff on a quarterly basis and may hold additional training sessions as

needed depending on the nature of work and staff familiarity with safety hazards. The Administrative Assistant maintains the log of training session attended by staff. Refresher training on safety topics is given based on Occupational Safety and Health Administration (OSHA) recommendations. Topics for which training is given include:

1. Confined Space Entry procedures
2. Traffic control and hazards
3. Cardiopulmonary resuscitation (CPR) and First Aid
4. Lockout-tag out (LOTO)
5. Use of portable gas detectors
6. Hazardous environments
7. Slips, trips, and falls
8. Safe lifting techniques
9. Biohazards
10. Chemical handling
11. Electrical and mechanical equipment safe practices
12. Pneumatic and hydraulic system safe practices
13. Excavation and trenching

Specialists are brought in, as needed, to assist with training on various topics.

Hard hats, safety shoes, gloves, eye protection, and vests are worn at all times by staff working in the field. The Water and Sewer Division makes safety equipment available to staff for use, including Tyvek suits, face shields, tripod, harness, cable, ladders, waterproof boots/waders, flashlights, respirators, portable gas detectors, and blowers.

C. Training

Keeping staff informed on current trends and practices on sewer inspection, construction and maintenance is necessary to ensure the Village is maintaining the sanitary sewer system in a manner that optimizes resources. Training is provided on the following topics:

1. Trenchless technology
2. Sewer rehabilitation methods
3. Sewer inspection methods
4. Customer service
5. SSO/BB emergency response

D. Internal Communication

Routine matters are communicated verbally or via text/email. All full time Water and Sewer Division staff except for the Administrative Assistant and Office Coordinator have smart

phones and/or two-way radios. Procedures and policies are communicated via memo. In emergency situations, immediate communication is handled by smart phones or radios.

E. Customer Service and Complaint Procedure

The Administrative Assistant receives complaints made via phone and by email. Complaint forms are available at Village Hall and on the Village webpage. The Administrative Assistant fields the complaint and immediately forwards the information to the Water and Sewer Superintendent or Foreman. Depending on the nature/severity of the problem, the Superintendent or Foreman will conduct an investigation or will delegate this task. If the problem falls within the jurisdiction of the Village, investigations typically involve a site visit, review of Village drawings and documents on the issue, and dispatching the field crew to rectify the problem. Complaints are maintained through a Work Order system which includes the name of the person filing the complaint, date and time when the complaint was made, location of the problem, a brief description of the problem, the name of the employee assigned to handle the complaint and the date of resolution. Upon completion, Public Works staff notifies the Water and Sewer Superintendent to conduct a follow up inspection. A report of the investigation and actions taken to address the matter, or an explanation of why the problem is beyond the Village's jurisdiction, is prepared and kept on file. The completed complaint form is signed by the Water and Sewer Superintendent and logged into the Village's Work Order system.

The Village publishes and updates brochures on the following topics and posts information on the Village's webpage:

- Basic information about sanitary sewer systems for homeowners, including what to do if a sewer is overflowing or a basement is backing up
 - List of licensed plumbers
- Suitable sanitary sewer waste
- Proper disposal of fats, oils and greases for homeowners
- Flooding prevention

Residents are notified via Village's newsletter, website, public media, and/or door hangers before any capital improvements to sewers take place on their block.

Brochures and public information notices are included in utility bill mailings from time to time.

III. MANAGEMENT INFORMATION SYSTEMS

The Village uses a computerized Work Order System to manage information on its collection system. System information managed includes:

General

- Parts inventory
- Equipment and tools

Collection System

- Collection system mapping
- Collection system inventory

Maintenance program

- Routine and Priority Planned maintenance (cleaning, etc.)
- Inspection scheduling and tracking
 - Manhole
 - Pipeline (Closed Circuit Television (CCTV), camera)
 - Pump station
 - Force mains
- Work Orders
- Vehicle maintenance
- Equipment maintenance

Repair, Rehabilitation, and Replacement program

- Locations of repairs
- Start/end stations of rehabilitation or replacement
- Method of repair/rehabilitation
- Date repair/rehabilitation/replacement was completed

Customer service program

- Complaints/BB reports
- Customer service response

Any activity performed by department personnel is generated and tracked through the Work Order system. The System produces weekly written work orders for the performance of routine maintenance as well as repairs and corrective actions in response to inspection findings or customer complaints. Upon completion of the task(s), data related to the work order is entered into the System for tracking performance and historical information on manholes, lift stations, gravity sewer lines, laterals, and force mains. This serves as the Village's information management system for the all the collection systems operation and maintenance.

A. Sewer Mapping / GIS

Like many departments in the Village of Tinley Park, the Public Works Department enters and tracks data in the Village's GIS. The Village receives support from Cook County and Will County for providing updated information on parcels, PINs, and aerial photography. If available, the following information that is relevant to the Village's system:

Manholes Map Information

- Unique ID number
- GPS coordinates
- Invert elevation(s)
- Rim elevation
- Date built
- Diameter
- Method of rehabilitation and date (if applicable)

Sewer Lines Map Information

- Unique ID number
- Location
- Diameter
- Direction of flow
- Length between manholes
- Material type
- Date built
- Service lateral locations (where known)
- Method of rehabilitation and date (if applicable)

Pump Station Map Information

- ID number
- Location

Force Main Map Information

- ID number
- Location
- Direction of flow and pump station associated
- Length
- Material type
- Location of air release valves
- Invert elevations

General Map Information

- Parcel boundaries
- Building footprints
- Overflow points

- MWRD interceptors serving the Village of Tinley Park
- Boundaries of separate sewer areas tributary to MWRD connections
- Floodplains
- Rivers and creeks
- Roads
- Municipal boundaries
- Complaints
- Reported SSOs and BBs

The Village's GIS is maintained by the Village GIS Coordinator (independent firm). If new information pertaining to sewers is to be added to the GIS, the Water and Sewer Superintendent or Engineer submits a GIS work request to the GIS Coordinator describing the scope of the change. The GIS Coordinator works with the Water and Sewer Superintendent or Engineer to enter the revised data into GIS. Changes due to new repair information and new rehabilitation work are also submitted to the GIS Coordinator.

B. SSO/BB Tracking and Notification

One of the goals of this LTOMP is to reduce SSOs and BBs. The Water and Sewer Division is dedicated to maintaining and operating the sanitary sewer system to minimize public health risks and environmental degradation attributed to sewage overflows. One essential part of achieving this goal is to know where, when and why SSOs and BBs occur.

Many reports of SSOs and all reports of BBs will be received from calls from members of the general public. Such calls are routed to the Department of Public Works during normal business hours and after hours are routed to the Village's system dispatcher. The person receiving the call completes a Work Order based upon information provided by the caller.

If an overflow occurs at a lift station, this is detected by the wet well level detector. The lift station telemetry system automatically sends a text message to the Water and Sewer Superintendent's and Foreman's cellular phone. Upon receiving such text messages, the Superintendent or Foreman will investigate the site or direct the personnel accordingly.

The Water and Sewer Superintendent or Foreman is responsible for responding to the complaints and for managing the response to SSOs and BBs, and making key decisions. Their responsibility is to assess the situation and initiate a series of response actions based on the type and severity of the event.

The Water and Sewer Superintendent will confirm the overflow and implement measures to stop the overflow as noted in the procedures section. Within five (5) days of confirming that an SSO or BB has occurred, the Superintendent or Foreman will complete the MWRD's Sanitary Sewer Overflow and/or Basement Backup Satellite Entity Internal Summary form. Copies of this form are placed in the complaint file and the SSO/BB file.

If the overflow results in a fish kill, the Village will notify Illinois Environmental Protection Agency (IEPA) and the MWRD by phone within two (2) hours of becoming aware of the results of the fish kill.

The Water and Sewer Superintendent reviews the file of Sanitary Sewer Overflow and/or Basement Backup Satellite Entity Internal Summary forms at least annually to monitor patterns in occurrences of SSOs/BBs and to determine where further inspection, operational changes, revisions to sewer cleaning schedules and/or rehabilitation are needed.

If SSOs or BBs occur in a sanitary sewer sub-basin, and if these events are not attributed to blockages of private laterals at the locations where the events took place (e.g., laterals clogged by roots, crushed laterals, etc.), the Village will investigate the cause of the SSOs or BBs. The investigation may include televising of the public sewer, inspection of lift station(s) (if present), and inspection of private properties in the sub-basin. The Village will inspect private properties if the cause of the SSOs/BBs seems to be private sector I/I, and the public sewer system appears to not be a significant contributor of I/I. Depending the age of the system, severity of the problem and other site-specific factors, the Village may decide to inspect the private sewer laterals as well.

C. SSO Response

Once the Water and Sewer Superintendent or Foreman has confirmed that an SSO has occurred, he dispatches a Field Crew to contain the overflow and determine the cause. Contact with the Field Crew during normal working hours is made via phone and/or radio. Contact during off hours is made via cellular phone.

The Field Crew follows in-house procedures for addressing sewer blockages or backups into a basement and overflowing manholes resulting from a surcharged public sewer. For a basement backup, the Field Crew determines whether the cause of the backup is a problem with the private lateral or with the public sewer. This is done by inspecting the quantity of flow in public manholes upstream and downstream of the lateral for the house experiencing the backup. If the public manhole is the cause of the problem, then the Field Crew initiates procedures to pump around the blockage. In the case of a surcharging manhole, the Field Crew initiates procedures to pump around the blockage, clean and disinfect the ground surface, and clear the obstruction. This may require emergency services for televising and/or rodding the line.

In all cases, response crews report their findings, including possible damage to private and public property, to the Water and Sewer Superintendent or Foreman immediately upon making their investigation.

If hazardous substances are suspected in the overflow, personnel are to contact the Fire Department via 911 immediately.

D. Emergency Preparedness and Response

To achieve the goal of maximizing sanitary sewer system uptime for the residents of the Village of Tinley Park, the Department of Public Works and the Water and Sewer Division have developed emergency procedures. The Village has established in-house procedures for handling larger, though routine, emergencies including sewer main breaks, force main breaks, air release and vacuum release valve failures, and pump station failures. In all cases, a Field Crew is dispatched to the area to assess the situation. Two crews may need to be dispatched in the case of a sewer main break so that one crew addresses the break itself and another performs troubleshooting at the lift station. Depending on the nature of the emergency and whether all Field Crews are occupied, the Water and Sewer Superintendent or Foreman may call upon outside contractors to assist with sewer televising, cleaning, and site cleanup.

Anytime sanitary sewage is released to the ground surface or inside of occupied space of a building, an MWRD Sanitary Sewer Overflow and/or Basement Backup Satellite Entity Internal Summary form is completed. The form is signed by the Superintendent. Copies of this form are logged in the Work Order system and the SSO/BB file.

The Village's Emergency Management Agency (EMA) has developed a written Village wide Emergency Action Plan. This plan was developed in conjunction with the Department of Public Works and the Water and Sewer Division. Most elements of the plan are undertaken by the Emergency Management Agency or the Fire Department. For example, for emergencies involving multiple departments, the Emergency Management Agency determines when emergency procedures should begin and end. This is conveyed to the Village Administration and Department Heads, who then convey this information to staff. The Emergency Action Plan addresses road closures, flooding, tornados, confined space rescue operations, and power outages. The plan incorporates the following:

- All nine (9) sanitary lift stations have either a backup generator or dual power feeds. The Village also has two (2) mobile generators that can be connected to any pump station as a source of backup power.
- Water and Sewer Division staff have two-way radios as well as cellular phones for communication, in case one system does not work.
- The Water and Sewer Division owns several pumps and can rent additional pumps from a local equipment supplier on short notice if necessary to pump sewage around an obstruction or to supplement pumps at a lift station that are not working as required.
- During certain emergencies (such as floods) additional staff are needed on a temporary basis to respond to calls from the public and to handle operational problems in the sewer system. Typically, part time and off duty staff are required to work mandatory overtime to cover these needs. Contractors may be hired on a temporary basis as well to cover these needs.

The Superintendent or Foreman prepares a report following each emergency describing the cause of the emergency, how the Water and Sewer Division responded, number and nature of calls received from the public, whether/how outside service contractors were used, what was handled well, and what should be handled differently in the future. This report is kept on file. Information from the report may be used to revise this document and other written procedures, determine the scope of capital improvement projects, justify staffing level adjustments, and modify training programs.

E. FOG (Administered and governed through the Village's Building Department)

Fats, oils, and greases (FOG) that enter the sanitary sewer system in significant quantities will usually solidify downstream from the point of discharge into the sewer and form deposits on interior surfaces of the sewer. FOG can be a major factor in reducing sewer capacity which leads to SSOs in dry weather as well as wet weather. Food service establishments (FSE) and large apartment buildings are the largest generators of FOG.

Permits from the Village are required when a restaurant begins operation in the Village. Similarly, if a property owner modifies a sanitary sewer or constructs a building to be used as an FSE, a permit from the Village and from the MWRD is required. In all cases, FSEs must demonstrate that a grease interceptor or a grease basin will be installed to intercept flow from food preparation areas. Sanitary waste from other parts of the building, particularly restrooms, must not be routed to the grease interceptor or basins. In addition, wastewater discharged from dishwashing machines must bypass grease interceptors and basins otherwise the hot water would liquefy the collected FOG and convey it into the sanitary sewer system where it would solidify and obstruct flow.

FSEs are required to have their grease basins and interceptors serviced routinely. The Village of Tinley Park Health and Consumer Protection Department (Building Department) conducts regulatory inspections of FSEs, as well as random inspections, to observe FOG handling practices, review the grease interceptor/basin maintenance log, and look for signs of improper FOG disposal. Citations are issued to FSEs that violate the Village Code.

Public information and brochures on proper sanitary sewer disposal are available at Village Hall, on the Village's website, and the Health and Consumer Protection Department inspectors also give information to FSEs during their inspections.

IV. EQUIPMENT AND COLLECTION SYSTEM MANAGEMENT

The Village of Tinley Park recognizes the importance of regular maintenance activities to minimize emergencies and costly repairs. The Work Order System is able to generate reports

detailing preventive maintenance activities that are required for portions of the collection system and for lift station equipment. The report is based upon:

- Manufacturer's recommendations in equipment operation and maintenance manuals
- Records of portions of the sanitary sewer system where frequent (annual basis, or more frequent) maintenance work is required
- Age of sewers
- Criticality of facilities in area served by a sewer

The Water and Sewer Superintendent or Foreman reviews the weekly report and divides the tasks among the field crews, indicating which tasks have higher priority. If complaints are received and the Superintendent or Foreman determines that maintenance work is required to address a problem, the Foreman will add the required tasks to the daily assignments for a field crew.

If an emergency occurs during the working day and the Superintendent or Foreman determines that a field crew is required to assist with resolving the emergency, he will contact the field crew leader most likely to reach the site of the emergency most quickly. The field crew will conclude their maintenance tasks, document the extent of their work on the daily report, then will mobilize to the site of the emergency.

A. Sewer Cleaning

The Village owns two vacuum/sewer cleaning (Vactor) trucks and one jetter truck, one of which is available for use by each Field Crew. The jetter truck is capable of high-pressure jetting of sewers. The Village also owns power rodding machines that are capable of removing obstructions from municipal sewers. The Village also has contracts for the following:

1. Septage hauling services, which is utilized when sewage and debris quantities exceeding the capacity of the Village's Vactor trucks are generated
2. High pressure hydro-jetting services is used to clear obstructions in sewers when the Village's own equipment is unable to do so
3. Root control service

In general, routine sewer cleaning work is performed within one (1) week preceding routine CCTV inspections. Most public sewer systems are cleaned on a 10-year cycle however, certain areas with known issues (low velocity, high sedimentation, and FOG deposition) are cleaned more frequently. The quantity of debris is closely monitored when these segments of the sewer system are cleaned. Adjustments are made on a continual basis to the list of sewer reaches requiring frequent cleaning in order to optimize resources and clean only portions of the system that require it.

B. Lift Stations and Force Mains

The Village of Tinley Park has nine (9) sanitary lift stations in its system, Post 4, 5, 6, 7, 8, 9, 13, 17 and Ozark. All lift stations have mechanical and electrical equipment housed in a pump house. All lift stations have a secondary source of power. A telemetry system using cellular signal transmission allows for monitoring of the status of pumps, flow meters, wet well elevations, backup generators, and station entry alarms from the Public Works Building. The pump control system is programmed to generate text messages which are sent to the cellular phone of the Superintendent and Foreman when high wet well elevation, pump motor failure, and station entry alarms are tripped. The Superintendent, Foreman or his designee will visit the pump station to address any of these alarms.

Field crews perform routine maintenance checks of the pump stations on a weekly basis. During these visits, the field crews check on the pump station structures, lighting fixtures, unit heaters, and sweep the station. Any maintenance activities required in the operation and maintenance manuals for the pumps, motors, backup generators, telemetry equipment and force main are performed during these visits. Copies of the pump station equipment operation and maintenance manuals are stored at the lift station. The pump operation and maintenance manuals include pump manufacturer's name, model number, size, capacity, spare parts list, schematic drawings of the piping system, wiring schematics, design float switch elevations, narrative description of operation, and contact information for the vendor's local representative for service. The Village performs required routine maintenance based upon the manufacturers' recommendations and these activities are listed in the weekly reports generated by the Work Order system that form the basis of the field crews' assignments.

The Village of Tinley Park currently has eight (8) force mains in the collection system. The Water and Sewer Division visually inspects and maintains the air release valves. All air release valves and valve vaults are inspected for signs of corrosion, connection point leakage, or improper operating characteristics.

The pressure on the discharge side of the pumps at the lift stations is used to determine the need for force main cleaning. If the backpressure is more than 25% greater than the expected total operating head, the discharge pipe will be cleaned. Pressure gauges at lift stations are calibrated routinely.

Records of all routine maintenance visits is entered into the Work Order System each day a field crew visits a lift station. The record includes: start and end time of visit, personnel performing inspections, checks performed, observations, discharge flow rate and pressure observed during visit, weather conditions during visit, maintenance work performed, and spare parts used.

V. MATERIAL AND EQUIPMENT

The Water and Sewer Division provides operations and maintenance crews with the essential work-related items they use on a day-to-day routine basis. Should new or replacement equipment or tools be needed, the crew notifies the Foreman. The Foreman will issue the crew stocked items. For non-stocked items, the Foreman advises the crew of a local vendor and requests a purchase order for the needed item(s). The crew will then procure the requested items through the local vendor in an “in-stock” format.

The large equipment and tools needed for certain tasks such as sewer cleaning and inspection are purchased through the Village Board for permanent acquisition of the item for the Village.

The Foreman is responsible for ensuring accurate inventories of material and equipment used by the Division is maintained. This involves adding new material and equipment to the inventories, deleting equipment that the Division no longer owns, updating quantities as material is used. The inventories are reviewed regularly by the Superintendent. Information tracked for equipment includes type, age, description/use, manufacturer, fuel type (where applicable), year of acquisition, estimated year for replacement, operating costs, and repair history. The estimated remaining life of the equipment inventory is calculated based on the date of manufacture, an estimate by the Village of the useful life expected, and factors that might be expected to extend or reduce the life of the equipment (e.g., repairs or hard use).

VI. SEWER SYSTEM CAPACITY EVALUATION

In general, the existing sanitary sewer system is sized to accommodate dry weather flow from the tributary areas as developed. However, the following circumstances could trigger the need to evaluate the capacity of the existing sanitary sewer system and determine if an increase in conveyance capacity is justified:

- a. An area experiences dry weather SSOs and/or BBs that cannot be attributed to maintenance issues or deteriorated sewers.
- b. An area is being redeveloped and the projected dry weather flow exceeds that of the current land use.

Should either of these situations occur, the Village Engineer will consider the current and proposed population within the service area, capacity of the existing sewer(s) serving the areas, elevations of existing sewers and of existing laterals. The capacity of the sanitary sewer system should conform to the standards established in the MWRD's Watershed Management Ordinance (WMO) in effect at the time. Typically, sanitary sewers are to be sized for the anticipated population equivalent in the service area, multiplied by an expected wastewater flow rate of 100 gallons per capita per day, times a peaking factor that accounts for diurnal variation. If the existing capacity is less than the anticipated amount of wastewater, the

Village Engineer will design a sanitary sewer replacement project that provides the necessary capacity. This project would require a WMO permit from the MWRD.

VII. SEWER SYSTEM INSPECTION/CONDITION ASSESSMENT

A major component of the Village of Tinley Park's sanitary sewer maintenance program is inspection and condition assessment of gravity lines, manholes, force mains, lift stations, and service laterals. Such facilities are inspected during construction and must meet the design requirements before the Village allows them to be placed into use. However, with the exception of most service laterals, these facilities are also inspected on a routine basis throughout their useful life. Systematic inspection that identifies defects and codes them in a consistent manner according to severity allows for cost-effective planning of sewer rehabilitation, repair, and replacement activities. Inspections of the public sewer system are performed in accordance with NASSCO standards.

The Village of Tinley Park has their own CCTV equipment. The Village cleans and televises select portions of the Village's sanitary sewer system in addition to emergency televising of segments of the sanitary sewer system where problem areas requiring immediate action are suspected. The Village produces a digital video of all inspections along with an inspection report and condition assessment in accordance with NASSCO reporting guidelines.

The Water and Sewer Division and/or Engineer reviews inspection reports and updates the Status of High Priority Defects and CIP on an annual basis. In general, the Water and Sewer Division's goal is to address the defects with NASSCO grades of 4 or 5 within two (2) years following inspection. However, this cannot always be achieved efficiently using Village staff or by including work under a rehabilitation or replacement contract. When developing the CIP each year, high priority defects that have been known for the longest period of time are given top priority.

Projects involving new sanitary sewer construction, or modification of existing sanitary sewers, must comply with the Village's and the MWRD's design requirements. The Village's Sewer Ordinance gives the Village the authority to inspect new sewer construction and establish standards by which sewers tributary to its system must comply. New public sanitary sewer construction projects are either designed by the Village Engineer or are designed by an outside consultant but reviewed by the Village Engineer for compliance with the Village's standards. A permit from the Village and from the MWRD is required for public sanitary sewer work when the work is not performed by the Village's own contractor. When work is performed by the Village's contractor, only a permit from the MWRD is required. Construction work is observed by the Village's Building Department or Engineer.

Projects involving new private sector sanitary sewers require permits from the Village and from the MWRD. The Village Engineer reviews drawings of proposed conditions for compliance with Village standards. The Village's Building Department or Engineer observes construction work for compliance with approved permit drawings. An occupancy permit is not issued unless all Village requirements have been satisfied and after the Village receives an executed copy of the MWRD's Request for Final Inspection.

The procedure for inspection of new construction for which the Village issues a permit is as follows:

1. After reviewing the project drawings and receiving the permit fee, the Village issues a sewer construction permit. One term of the permit is to notify the Village's Building Department a minimum of two (2) working days before sewer construction work begins.
2. Upon receipt of the notice that sewer construction work will begin, the Village's Building Department visits the construction site on a daily basis to observe progress and quality of work. Revisions to the design are to be submitted to the Village by the Design Engineer for approval. If the Village's Building Department observes deviations from the approved design in the field, he will notify the Contractor and Design Engineer. If action is not taken to correct the deviation, the Village may issue a violation notice to the Contractor and Project Owner. Failure to properly address deviations from the approved design is justification for the Village to withhold an occupancy permit.
3. When the sewer construction work is complete, the Project Owner submits a Request for Testing to the Village's Building Department. If requested by the Building Department, the Contractor must perform an air pressure test or an infiltration test to demonstrate that the required level of water tightness has been achieved. If the required level of water-tightness is not achieved, the Contractor must repair the defects in the installation to reach the required level of water-tightness, and demonstrate compliance through additional testing. Once the Village Inspector has verified that the sewer installation has adequate water-tightness and all other aspects of sewer construction meet Village standards, the Building Department signs the Request for Testing and provides a copy to the Village's Community Development Department, the Contractor, the Property Owner, and the Design Engineer.
4. The Contractor submits the As-Built drawings to the Village Engineer. The Village Engineer reviews the drawings and issues a letter acknowledging receipt of the As-Built drawings or identifying deviations from the approved design. The As-Built drawings must be corrected and acknowledged by the Building Department before the Village will allow the new installation to be placed into service.
5. When the Village receives the fully executed RFI from the MWRD as well as signed compliance forms from other Village departments, as applicable to the project, the Village's Building Department issues an occupancy permit.
6. If sewers and manholes have been built by a private party that are to be owned by the Village as part of its public sanitary sewer system, a transfer agreement is prepared and

executed. Upon execution of the transfer agreement, the Water and Sewer Division or Engineer assigns unique identification numbers to any newly added manholes and provides information on the new facilities to the Village's GIS coordinator for updating of the sanitary sewer atlas.

A checklist for inspection of new sanitary sewer facilities is attached as Appendix A.

VIII. SEWER SYSTEM REHABILITATION AND UPDATING THE CIP

Several factors are taken into consideration when the annual update to the CIP is made by the Water and Sewer Division. These include:

- Location, quantity and nature of High Priority Deficiencies
- Location of street pavement improvement projects for the year
- Available funding
- Age of sewers with High Priority Deficiencies
- Expected impact of sewer failure

The Water and Sewer Division or Engineer reviews inspection reports and updates the Status of High Priority Defects and CIP on an annual basis. In general, the Water and Sewer Division's goal is to address the defects with NASSCO grades of 4 or 5 within two (2) years of the inspection. However, this cannot always be achieved efficiently using Village staff or by including work under a rehabilitation or replacement contract. When developing the CIP each year, high priority defects that have been known for the longest period of time are given top priority. To minimize disturbances to the public and to optimize resources, wherever possible, the Village tries to perform sanitary sewer rehabilitation work in conjunction with street pavement improvement projects. When this coordination is possible, the Village will line or replace a portion of the service lateral connections to the public sanitary sewer.

The Water and Sewer Superintendent., Village Engineer, and Assistant Director of Public Works meet routinely to review potential capital improvement projects based on the factors mentioned above. Small scope repairs can be accomplished with in-house staff (manhole cone section reconstruction, frame and grate replacement, plugging of leaks in manholes, joint sealing), but most rehabilitation is performed under a competitively bid contract. Once the scope of the capital improvement projects is determined, the Village Engineer designs the projects or oversees the work of an outside consultant hired to design the project.

Once rehabilitation or sewer replacement projects have been completed, the Village Engineer provides information to the GIS coordinator to have the sewer atlas updated with relevant information.

IX. FUNDING PLAN

The Village of Tinley Park developed and implemented a Sewer charge for sanitary sewer collection services. This charge has been, and will be, used to fund normal operations and maintenance, as well as most capital improvements to the sanitary sewer system. The fee rates are based on water usage.

The Public Work Department budget is comprised of line items for personnel, contract services, supplies, equipment replacement and maintenance, training, rehabilitation contracts, replacement contracts, vehicle fuel and maintenance, and emergency repairs and service. The Superintendent or Foreman maintains records of expenditures in each of these line items in past years, the projected expenditures in the current year, and a running total of expenditures in the current year. Projected expenditures for the next year are made based on a review of recent trends and on an assessment of short term needs, such as significant rehabilitation work.

The Village will consider applying for assistance through the State Revolving Loan Fund for large capital improvement projects where the effort allocated towards preparing planning documents, filling out the application, and submitting all the required documentation of work performed is justified by the amount of the loan.

X. PRIVATE SECTOR PROGRAM (PSP)

The Village of Tinley Park understands that a large portion of excessive wet weather flow originates from the privately-owned sector of the sewer system. The Village's goal by managing a Private Sector Program is to reduce SSOs and BBs by the identification of internal and external private sector I/I sources.

A. Authority

With the proper credentials, Section 51.111 of the Village's municipal code authorizes Village Staff, the Metropolitan Water Reclamation District, and the IEPA to enter all properties for the purposes of inspection, observation and testing of discharge to the sewers, waterways, or facilities for waste treatment.

B. Inspection

The Village's Plumbing Inspector, qualified staff of the Department of Public Works, Village Engineer, or a hired certified subcontractor will make routine inspections and will issue notices of non-compliance with the Village Code. Routine inspections will include inspections of downspout and sump pump discharge connections. The Village will perform internal plumbing inspections at the request of residents or when plumbing/building permits for significant renovations are applied for with the Village's Building Department. A Private

Property Inspection form will be completed and provided to the Property Owner. A copy of this Checklist is provided in Appendix B. The Inspection Form will be signed by the property owner and a record of the Inspection will be retained by the Village.

C. Non-Compliance Correction

Following the property inspection, the Village will meet with the property owner to discuss any issues of non-compliance. The Village's first goal is to educate the property owner of any plumbing issues to discuss proper plumbing design. If a violation occurs, the property owner will be notified in writing and will have twelve (12) months to address the issue. At that time, a follow up inspection will be scheduled to verify compliance has been achieved.

D. Long Term I/I Source Correction

The Village understands that some of these repairs to fix the plumbing can be costly. Therefore, the Village is developing a cost-share program to make financial assistance available to help residents and business owners fix non-compliant plumbing issues. These funds will be budgeted annually and shall be applied for on a reimbursement basis. Once available, this information will be posted to the Village's webpage.

E. Enforcement

If a violation occurs and the property owner cannot achieve compliance by the follow up inspection (approximately twelve (12) months), the property will be flagged by the Village and will be denied any future building permits until the owner can verify compliance has been met.

F. Public Information

The Village publishes and updates brochures on the following topics:

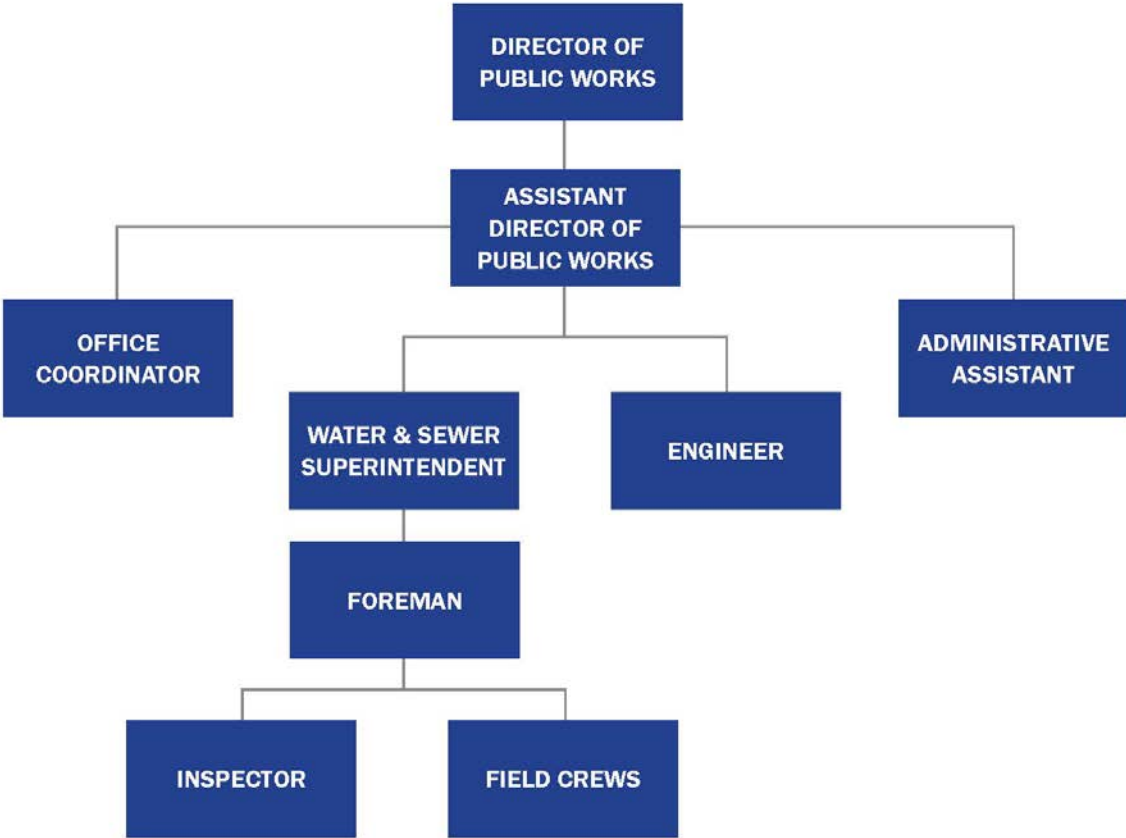
- Basic information about sanitary sewer systems for homeowners, including what to do if a sewer is overflowing or a basement is backing up
 - List of licensed plumbers
- Suitable sanitary sewer waste
- Proper disposal of fats, oils and greases for homeowners
- Flooding prevention

This information is available at Village Hall for residents to review. In addition, the Village will share this information with local licensed plumbers/contractors who can educate residents on the programs and resources available from the Village.

XI. SEWER ORDINANCE

The most recent version of the Village's Sewer Ordinance can be found under Title V – Chapter 51 of the Village's Code. The Village Board may authorize amendments the Sewer Ordinance at their regularly scheduled public meetings as long as public notice of the proposed changes have been made available at least one (1) week before the scheduled public meeting. Changes to the ordinance are recommended by the Village Engineer, generally after discussion of the need for the change among the Village Engineer, Assistant Director of Public Works, and the Superintendent or Foreman. As stated earlier, the Water and Sewer Superintendent and Foreman and the Village Building Department have responsibility for administering and enforcing the Sewer Ordinance for new and existing sanitary sewer construction.

**FIGURE 1 -
VILLAGE OF TINLEY PARK SEWER DIVISION
ORGANIZATIONAL CHART**



Appendix A: Sanitary Sewer Inspection Checklist

Village of Tinley Park, Building Department and Department of Public Works

The following items are to be checked by the Village Inspector during sanitary sewer construction. A completed version of this form is to be submitted with the signed Request for Testing when sanitary sewer construction is completed and acceptable to the Village Inspector.

Project Name:

Permit Number:

Project Location:

Feature	Compliant	Non-Compliant	Comments
<i>Gravity Sewer Line</i>			
Pipe size	<input type="checkbox"/>	<input type="checkbox"/>	
Pipe material	<input type="checkbox"/>	<input type="checkbox"/>	
Pipe joints	<input type="checkbox"/>	<input type="checkbox"/>	
Bedding material	<input type="checkbox"/>	<input type="checkbox"/>	
Bedding thickness	<input type="checkbox"/>	<input type="checkbox"/>	
Backfill material	<input type="checkbox"/>	<input type="checkbox"/>	
Backfill compaction	<input type="checkbox"/>	<input type="checkbox"/>	
Line and grade	<input type="checkbox"/>	<input type="checkbox"/>	
Grade of manhole frame(s) and cover(s) with respect to finished grade	<input type="checkbox"/>	<input type="checkbox"/>	
Booted connections between sewer pipe and manholes	<input type="checkbox"/>	<input type="checkbox"/>	
Location and crossings with respect to water mains	<input type="checkbox"/>	<input type="checkbox"/>	
<i>Lift Stations</i>			
Control system	<input type="checkbox"/>	<input type="checkbox"/>	
Stand by power system	<input type="checkbox"/>	<input type="checkbox"/>	
System does not allow simultaneous pump operation	<input type="checkbox"/>	<input type="checkbox"/>	
Force Mains	<input type="checkbox"/>	<input type="checkbox"/>	
Pipe material	<input type="checkbox"/>	<input type="checkbox"/>	

Restrained joints or thrust blocks	<input type="checkbox"/>	<input type="checkbox"/>	
Air release valves at high points	<input type="checkbox"/>	<input type="checkbox"/>	
Residential Projects			
Separate sanitary and stormwater sumps, pumps, piping and discharge	<input type="checkbox"/>	<input type="checkbox"/>	
Discharge for sanitary sewage			
Discharge for stormwater			
Outlet for foundation drains			
Swimming pool discharge			

Test method: Visual Infiltration Exfiltration Air Pressure CCTV Other

Test information: Tested on same day Partial tests All tests passed Some tests failed

The undersigned hereby certifies that the project above has been tested as shown, and that the test results are as indicated herein.

Date of Test: _____

Village Inspector Name: _____

Village Inspector's signature: _____

Appendix B: Private Property Inspection Checklist



Interoffice Memo

Date: May 18, 2021
To: Committee of the Whole
Cc: Dave Niemeyer, Village Manager
From: Hannah Lipman, Assistant to the Village Manager
Subject: NIMEC Electric Aggregation Supply – Street Lighting Accounts

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

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

The Village has three (3) Street Lighting accounts that benefit from the collective bid. These accounts are not included in our electric aggregation program and instead bid separately because of the high level of electric consumption used to operate.

NIMEC will be holding a group bid for Street Lighting accounts on June 8th, 2021. As with our previous electrical agreements, the window of opportunity for the Village to sign agreements and take advantage of the lowest bidder is typically limited to less than 48 hours. As such, the Village will need to authorize the Village Manager, to sign a third-party agreement upon completion of the competitive bidding process. This will aid in assuring that the Village will continue to be afforded the best possible electrical rates.