

NOTICE OF THE REGULAR COMMITTEE OF THE WHOLE MEETING

The special meeting of the Committee of the Whole is scheduled for
Tuesday, September 7, 2021 beginning at 7:00 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

As of June 11, 2021, Governor Pritzker moved Illinois to Phase 5. Under Phase 5, all sectors of the economy can resume at regular capacity with new safety guidelines and procedures. Pursuant to the Illinois Department of Commerce & Economic Opportunity's Guidelines, it is recommended that any individual appearing in-person wear a face-covering to cover their nose and mouth.

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 September 7, 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 of June 11, 2021, Governor Pritzker moved Illinois to Phase 5. Under Phase 5, all sectors of the economy can resume at regular capacity with new safety guidelines and procedures. Pursuant to the Illinois Department of Commerce & Economic Opportunity's Guidelines, it is recommended that any individual appearing in-person wear a face-covering to cover their nose and mouth.

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 wish 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 wish 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
REGULAR MEETING OF THE COMMITTEE OF THE WHOLE

NOTICE IS HEREBY GIVEN that a regular Committee of the Whole Meeting of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, September 7, 2021, beginning at 7:00 p.m. in Council Chambers, located in the Tinley Park Village Hall, 16250 South Oak Park Avenue, Tinley Park, Illinois 60477.

THE AGENDA IS AS FOLLOWS:

1. CALL MEETING TO ORDER.
2. CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD ON AUGUST 17, 2021.
3. CONSIDER COOK COUNTY CLASS 8 INCENTIVE FOR 6801 159TH STREET-PARTH37, LLC (SMOOTHIE KING).
4. CONSIDER CONTRACT WITH POINT B COMMUNICATIONS TO CONDUCT A DISCOVERY EXERCISE .
5. CONSIDER AN ORDINANCE LIMITING PARKING TO TWO (2) HOURS ON CERTAIN SECTIONS OF SOUTH STREET AND 174TH STREET.
6. CONSIDER CONTRACT WITH MC GILL CONSTRUCTION FOR THE 2021 MUNICIPAL PARKING LOT PROJECT.
7. CONSIDER PROPOSED BOND ISSUE FOR FISCAL YEAR 2022.
8. CONSIDER A CONTRACT WITH HEARTLAND BUSINESS SYSTEMS FOR IT SERVICES.
9. CONSIDER LIQUOR LICENSE REQUEST FOR THE FRANCESCA'S RESTAURANT GROUP - 18201 HARLEM AVENUE.
10. CONSIDER TEXT AMENDMENT REGARDING TOBACCO STORES.
11. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION, VILLAGE CLERK

MINUTES
Meeting of the Committee of the Whole
August 17, 2021 – 7:00 p.m.
Village Hall of Tinley Park – Council Chambers
16250 S. Oak Park Avenue
Tinley Park, IL 60477

President Pro Tem Brennan called the special meeting of the Committee of the Whole on August 17, 2021, to order at 7:03 p.m.

At this time, President Pro Tem Brennan stated this meeting is being conducted pursuant to Governor Pritzker's disaster proclamation and Public Act 101-0640, which amends requirements of the Open Meetings Act due to the COVID-19 pandemic. President Pro Tem Brennan introduced ground rules for effective and clear conduct of Village business.

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 Village Clerk
J. Urbanski, Public Works Director
D. Famke, Marketing Director
H. Lipman, Assistant to the Village Manager
P. Connelly, Village Attorney

Others Present: Rob Grusin, Point B Communications - Owner

Item #2 - CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD ON AUGUST 3, 2021 – Motion was made by Trustee Mueller, seconded by Trustee Mahoney to approve the minutes of the Committee of the Whole meeting held on August 3, 2021. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

Item #3 – CONSIDER CLASS A LIQUOR LICENSE FOR 80TH AVENUE TRAIN STATION - HARP GROUP – Hannah Lipman, Assistant to the Village Manager, presented the request from Harp Group. The daily Monday through Friday operation of the Illinois Central Diner will have two different target markets; the daily commuter and the classic Diner client. The commuter retail side will include grab-and-go items as well as sundry items. In addition to the classic Diner experience, there will be programming of special themed events to promote the facility.

Motion was made by Trustee Mueller, seconded by Trustee Sullivan to recommend a Class A Liquor License for 80th Avenue Train Station - Harp Group be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

Item #4 – CONSIDER HEALTH AND DENTAL INSURANCE RENEWAL – David Niemeyer, Village Manager, presented the health insurance renewal. The Village Broker, Alliant, re-negotiated a 0% increase to the medical premium and a 4.3% increase to the vision premium. A \$20,000 billing credit was negotiated to offset an 8.9% dental premium increase. As a result, the net increase to the premium paid by the Village for medical and dental coverages from the current plan year to the new plan year is \$4,338.40.

President Pro Tem Brennan asked if any members of the Committee had any questions. There were none. Motion was made by Trustee Sullivan, seconded by Trustee Galante to recommend the Health and Dental Insurance renewal be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

Item #5 – CONSIDER PURCHASE APPROVAL FOR POLICE DEPARTMENT SIMULCAST RADIO SYSTEM – John Urbanski, Public Works Director, presented the purchase request for the Phase II equipment purchase with OnSite Communications and Municipal Services Consulting, in the amount of \$247,980 for simulcast equipment at a total of eleven (11) sites as requested and approved in the FY22 budget.

President Pro Tem Brennan asked if any members of the Committee had any questions. There were none. Motion was made by Trustee Brady, seconded by Trustee Mueller to recommend purchase approval for Police Department Simulcast Radio System be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

Item #6 – CONSIDER PUBLIC SAFETY BUILDING/911 CENTER AIR HANDLER –CONDENSING UNIT REPLACEMENT – Mr. Urbanski presented the Job Order Contract (JOC) with Gordian/Robe for the Public Safety Building/911 Center Air Handler/Condensing unit replacement. The existing air handler unit is approximately 23 years old, the condensing unit approximately 12 years old; both have experienced several failures in the past. The existing evaporator coil has had several leaks repaired and continues to experience refrigerant leaks. This unit uses R-22 refrigerant which currently costs \$55.00 per pound and is no longer being manufactured. The units have reached their life expectancy and should be updated for overall energy efficiency.

Funding is budgeted and available in the approved FY22 Capital Projects Budget.

Budget Available	\$264,000
Contract Amount	<u>\$256,797</u>
Difference	\$ 7,203

President Pro Tem Brennan asked how long the new condensers are expected to last. Mr. Urbanski replied ten (10) years.

Motion was made by Trustee Brennan, seconded by Trustee Mahoney to recommend the Public Safety Building/911 Center Air Handler – Condensing Unit Replacement be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

Item #7 – CONSIDER PRESENTATION OF TINLEY PARK TOURISM MARKETING ACTION PLAN – Donna Framke, Marketing Director, presented the Tourism Marketing Action Plan. Tourism assets are recognized in the Villages Strategic Plan and has a goal to leverage, expand, and connect them using the Tinley Park Life Amplified brand. The Village collects a 7% Hotel/Motel tax on occupied rooms within the Village. 95% of 1% of

Hotel/Motel tax has previously been earmarked for promotion of the Southland region through membership in the Chicago Southland Convention & Visitors Bureau (CSCVB). As the Village is no longer a member of the CSCVB, the mission is to reinvest these funds into a Tinley Park specific plan marketing all of the Village's tourism amenities to support Tinley Park's economy, create awareness as an enviable Chicago-area destination to visit for meetings, events, concerts and entertainment, and build the Tinley Park Life Amplified brand.

Goals include leveraging visitors and encouraging an extended stay, implementing a new approach to promoting the Convention Center and the Village's tourism amenities, which include digital marketing, and creating an awareness campaign among leisure visitors.

To achieve these goals various marketing productions will be developed as well as collaborating with other destination marketing organizations and working with a tourism marketing agency.

Success will be measured using return on investment on hotel rooms, restaurant and attraction traffic counts, advertising impressions, website and social media visitors, and app downloads.

At this time Rob Grusin, owner of Point B Communications, gave a presentation on the company. They have more than 45 years of experience in travel, destination, and hospitality marketing. Over 80% of their media buying activity is digital and they are nimble and adept at managing digital campaigns. President Pro Tem Brennan asked if any members of the Committee had any questions for Mr. Grusin. There were none.

Trustee Brady feels is looking forward to the new Marketing Plan that will allow for revenue to be reinvested in Tinley Park.

Trustee Mahoney likes the in-house approach and feels this is a wise way to use Village revenue and resources.

Trustee Sullivan stated she likes the digital approach and feels working with Point B Communications will be a good partnership. She thanked the CSCVB for their services and is looking forward to a new approach.

Clerk Thirion concurred with the previous statements.

President Glotz stated the CSCVB did a wonderful job, as does the Village's Marketing department. He likes that Village revenue will be used to promote Tinley Park and the Life Amplified brand.

Trustee Brennan agreed the CSCVB did a great job but feels the Marketing department will have more spending flexibility using the in-house approach which will allow the Village to focus on promoting Tinley Park businesses. He is looking forward to the digital experience.

Trustee Mueller concurred with the previous statements adding this is not a replacement but a new and modern approach that allows the Village to be able to react to market conditions. He is pleased to have the opportunity to work with Point B Communications.

Trustee Galante asked what types of digital marketing will be used and if there will be a National reach. Mr. Grusin stated there will be a discovery process after which a Digital Marketing Plan will be created which includes a dashboard with real-time monitoring. He also explained they identify in which communities advertising may make an impact and will not overreach. Trustee Galante is also concerned about the cost, and the impact of additional staff. Ms. Framke replied costs will be net neutral as the intention is to use the same funds that would have been distributed to the CSCVB. Additional staff will be part-time so no benefits will need to be paid out. She added that all Village hospitality sectors will benefit, along with the ability to collaborate with no memberships or restrictions.

Motion was made by Trustee Brady, seconded by Trustee Sullivan to recommend the Tinley Park Tourism Marketing Action Plan be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

Item #8 – RECEIVE COMMENTS FROM THE PUBLIC –

President Pro Tem Brennan 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 Pro Tem Brennan declared the meeting adjourned at 7:44 p.m.

dm

DRAFT



Interoffice Memo

Date: September 7, 2021
To: Committee of the Whole
CC: David Niemeyer, Village Manager
Kimberly Clarke, Community Development Director
From: Priscilla Cordero, Business Development Manager
Subject: 6801 159th Street- Class 8-Parth37, LLC

BACKGROUND:

Parth Patel of Parth 37, LLC (the “Applicant”) has purchased the property located at 6801 159th Street (PIN: 28-19-100-019-0000;) which was formerly occupied by Brown’s Chicken. The new owner proposes to invest approximately \$800,000 to renovate the property to open a new Smoothie King store. The property was purchased for \$450,000 for a total investment of \$1.25 million.



Parth Patel is currently a multi-unit Smoothie King Franchisee with stores located in Crestwood, Chicago Ridge, Plainfield, Shorewood including three Northwest Indiana locations. Mr. Patel’s plans include expanding to 20 locations throughout the south suburbs of Chicago and Northwest Indiana by 2023. The applicant proposes to demolish the existing deteriorated and vacant former Brown’s Chicken Building. The property consists of a one story, approximately 1,400 square foot building which has been vacant over 12 months. The existing foundation will be utilized to construct a new structure with a similar footprint. Overall landscaping and signage improvements are proposed which will significantly upgrade a blighted property at a prominent entrance into the Village. The applicant expects to generate

\$840,000 in revenues in its first year in business with that total increasing to over \$1 million in revenues per year once established.

It is expected that 2 full-time jobs and 12-14 part-time jobs will be created as a result of this project. A Redevelopment Agreement outlining that the project will be completed as per the plans submitted and that the Class 8 will specifically be for the development of a Smoothie King is attached to the resolution.

DISCUSSION

The Applicant is requesting a Class 8 Incentive on this site and has stated that “But For” the Class 8 incentive, the project would not be feasible. The property is located in Bremen Township, which is one of the Townships the Cook County Assessor’s Office has designated as a certified Class 8 area.



Incentive Policy Checklist

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

1. The developer will file the Cook County forms, plans to be a long-term owner/investor, and plans to comply with Village and County obligations of the Class 8 Incentive Program.
2. This project meets the Minimum Capital Investment Policy requirement of at least \$1 million.

Benefits

The project will be an enhancement to the Village by allowing the Applicant to redevelop a blighted and vacant site at a prominent entrance into the Village. The location is expected to generate additional sales tax for the Village while creating 2 full time and 12-14 part time jobs.

REQUEST

The Economic and Commercial Commission (ECC) reviewed the application at its August 9, 2021 meeting and voted 7-0 to recommend approval of the Class 8 request. Staff requests for the Committee of the Whole to move this item forward for consideration at the Village Board later this evening.

**PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT
BETWEEN THE VILLAGE OF TINLEY PARK
AND PARTH37 LLC
(6801 W. 159th Street, Tinley Park, Illinois 60477)**

THIS PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT (“**Agreement**”) is made this 7th day of September, 2021 (“**Execution Date**”), by and between the **Village of Tinley Park**, an Illinois municipal corporation (“**Village**”), and **Parth37, LLC**, an Illinois Limited Liability Company (“**Owner**”).

RECITALS

WHEREAS, the President and Board of Commissioners of the County of Cook have prior hereto enacted an ordinance known as the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (“**Classification Ordinance**”), which provides for a tax assessment incentive classification designed to encourage commercial and industrial development throughout Cook County by offering a real estate tax incentive for the development of new commercial facilities, the rehabilitation of existing commercial structures and the utilization of abandoned buildings on properties that have been designated as experiencing severe economic stagnation and blighted by the community in order to create employment opportunities and expand the tax base; and

WHEREAS, the Owner is the contract purchaser of property generally located at 6801 W. 159th Street, Tinley Park, Illinois, and as legally described on Exhibit A (“**Property**”); and

WHEREAS, Owner petitioned the Village for a resolution of support and consent for a Cook County Class 8 Real Estate Tax Assessment Classifications, as said term is defined in the Classification Ordinance, (“**Class 8 Assessment Classification**”) for the Property with said resolution stating that the Village finds the area surrounding the Property to be blighted and in need of redevelopment and that the Class 8 Assessment Classifications are necessary for such redevelopment to occur on the Property; and

WHEREAS, the adoption of resolutions by the Village is required and must be filed by Owner with the County of Cook application in order for the Property to secure said Class 8 Tax Assessment Classifications; and

WHEREAS, Owner shall redevelop the Property for purposes of a Smoothie King and substantially be in compliance with plans as depicted in Exhibit B (the “**Site Plan**”) and Exhibit C (the “**Elevations**”); and

WHEREAS, without the Class 8 Assessment Classifications for the Property, the Project would not reasonably be anticipated to proceed; and

WHEREAS, in order to induce the Village to adopt the aforesaid resolution, Owner and Village desire to enter into this Agreement and to be bound by terms and conditions as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Village and Owner agree as follows:

Section 1. Incorporation. The representation and recitations hereinabove set forth in the recitals are hereby incorporated into this Agreement as if fully stated herein.

Section 2. Term of Agreement. The term of this Agreement and the obligations of Village and Owner hereunder shall commence upon the Execution Date and shall expire upon the expiration of the Class 8 Assessment Classification for the Property or the termination of this Agreement pursuant to Section 6 hereof, whichever occurs first (“**Term**”).

Section 3. Covenants of the Village. In return for the representations and covenants of the Owner, all as contained herein, the Village covenants with and to the Owner as follows:

- a. Village shall approve resolutions setting forth its consent and support of Owner’s activation of the Class 8 Assessment Classifications for the Property, which will take effect upon execution of this Agreement (the “**Resolutions**”). During the Term and except as provided herein, the Village shall not take any action to revoke, rescind or otherwise dispute the Class 8 Assessment Classifications for the Property.
- b. Village shall have no obligation to issue the Resolution to Owner until Owner has presented a signed agreement to the Village for recordation contemplated under Section 8(f) herein.

Section 4. Covenants of the Owner. In return for the representations and covenants of the Village, all as contained herein, the Owner, and its successors or assigns, covenants with and to the Village as follows:

- a. Owner shall pay or cause to be paid when due all real estate property taxes relating to the Property or the operations on the Property, which are assessed or imposed upon the Property, or which become due and payable. Owner shall have the right to challenge real estate property taxes applicable to the Property; provided, that such real estate property taxes must be paid in full when due.
- b. Owner shall redevelop the Property and cause the Project to be constructed in a first-class manner and in accordance with this Agreement, Site Plan, and any and all federal, state and local laws, ordinances, rules, regulations, orders, codes and ordinances applicable to the Property, the Project and/or the Owner. Owner shall substantially complete the Project, subject to delays from Force Majeure (defined below), by September 7, 2022.

- c. For purposes of this Agreement, “Force Majeure” shall mean an act of God, storm, fire, flood, earthquake, labor disturbance (including strikes, boycotts, lockouts etc.), war, civil commotion, shortages or unavailability of labor, present or future governmental law, ordinance, rule, order or regulation, inaction or delay on the part of any governmental authority, or other cause beyond the reasonable control of Owner, as applicable. In no event shall a delay resulting from economic hardship, commercial or economic frustration of purpose constitute an event caused by Force Majeure.
- d. Upon completion of the project as demonstrated in Exhibit B, the Owner shall submit to the Village for review and approval a completion statement from an engineer or other consultant with respect to the substantial completion of the improvements (a “**Completion Statement**”).
- e. The “**Substantial Completion Date**” shall mean the date on which the Village has approved a Completion Statement for the entirety of the improvements outlined in Exhibit B, such approval shall not be unreasonably withheld.
- f. Owner shall comply with the Cook County prevailing wage requirements pursuant to Section 74-71(b) of the Cook County Code and the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) and shall submit certified payroll to the Village on the 15th day of each month.

Section 5. Event of Default.

- a. The following shall constitute an event of default (“**Event of Default**”) by the Owner hereunder:
 - i. The failure of the Owner to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Owner under this Agreement;
 - ii. The making or furnishing by the Owner to the Village of any representation, warranty, certificate, or report within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;
 - iii. The filing by Owner of any petitions or proceedings under applicable state or federal bankruptcy or insolvency law or statute which petition or proceeding has not been dismissed or stayed;
 - iv. The initiation against Owner by any creditor of an involuntary petition or proceeding under any state or federal bankruptcy or insolvency law or

statute, which petition or proceeding is not dismissed or stayed within forty-five (45) days after the date of filing; and

- v. The violation or breach by Owner of any law, statute, rule or regulation of a governmental or administrative entity relating to the operation of the Property.

b. The following shall constitute an Event of Default by the Village hereunder:

- i. The failure of the Village to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Village under this Agreement.

Section 6. Remedies. Except as otherwise set forth herein, upon an Event of Default by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default or breach (“**Cure Period**”). In case the Event of Default shall not be cured or remedied prior to the end of the Cure Period, the remedy to the aggrieved party shall, in addition to any other remedies provided for in this Agreement, be as set forth below:

a. In the Event of Default by the Owner, and after the expiration of all applicable cure periods, the Village shall have the following rights and remedies:

- i. Village shall have the following rights and remedies, in addition to any other remedies provided in this Agreement: (A) to terminate this Agreement and the Class 8 Assessment Classifications on the Property; and (B) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, any available remedy, including but not limited to injunctive relief or the specific performance of the obligations contained herein. Notwithstanding the foregoing and except as specifically set forth in Section 6(a)(ii) below, the Village shall not have the right to recover any property tax savings the Owner received as a result of the Class 8 Assessment Classifications on the Property for property tax years concluded prior to the Event of Default.
- ii. Within five (5) business days of written demand from Village (the “**Demand Notice**”), Owner covenants that it shall file all requisite documentation with the Cook County Assessor’s Office relinquishing and/or voiding the Class 8 Assessment Classifications for the Property and shall concurrently provide the Village with written notice of relinquishment together with all relevant documentation. Owner’s covenants and obligations under this Section 6 shall survive the termination or expiration of the Agreement. If Owner fails to comply with any written demand provided pursuant to this Section 6(a)(ii), Village, in addition to any and all other remedies, shall have the right to secure the specific performance of

the obligation hereunder, and the right to recover the aggregate of any property tax savings the Owner received as a result of the Class 8 Assessment Classifications on the Property accruing after the issuance of the Demand Notice.

- b. Upon the occurrence of an Event of Default by the Village, and after the expiration of all applicable cure periods, the Owner shall have the following as its sole and exclusive rights and remedies: (i) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, injunctive relief or the specific performance of the obligations contained herein.
- c. Unless otherwise provided, the rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy.

Section 7. Assignment.

- a. Until the completion of the project identified in Exhibit B, Owner shall not sell, assign, transfer or otherwise dispose of its interest under this Agreement or its interest in the Property under any circumstances, without the written prior approval of the Village, which may be withheld or denied in its sole and absolute discretion, except:
 - i. Sale, assignment, or transfer to an entity directly controlling, controlled by or under common control with Owner (“**Affiliate**”) shall be permitted without prior written approval of the Village (a “**Permitted Transfer**”); and
 - ii. Sale, assignment, or transfer of portions of the Property for which the Village has approved the completion of the improvements shall be a Permitted Transfer and shall not require Village approval.
- b. After the Substantial Completion Date or Phase Completion Date as applicable, and so long as there exists no uncured Event of Default, Owner shall be permitted to sell, assign, transfer or otherwise dispose of its interests under this Agreement and its interests in the Property. Prior to exercising rights hereunder, any such proposed transferee or assignee under this Section 7(b) shall expressly assume all of the obligations of Owner under this Agreement and shall agree to be subject to all the conditions and restrictions to which Owner is subject by executing and recording on the Property an assumption, as approved by the Village, which shall not be unreasonably withheld, delayed or denied (the “**Assumption**”). Upon receipt of the fully executed Assumption by the Village, Owner shall be released from any obligation or responsibility under this Agreement.
- c. Any assignment or transfer in violation of this Section 7 shall not relieve Owner or any other party from any obligations under this Agreement, and any such

transferee or assignee shall not be entitled to the rights and benefits provided for herein.

Section 8. Miscellaneous.

- a. Each party shall, at the request of the other, execute and/or deliver any further documents and do all acts as each party may reasonably require to carry-out the intent and meaning of this Agreement.
- b. No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and signed by the party making the waiver, and then shall be effective only in the specific instances and for the purpose given.
- c. This Agreement represents the entire Agreement between the Village and the Owner. No amendment, waiver or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the parties as required by law.
- d. If any section, sub-section, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such decisions or decisions shall not affect the validity of the remaining portions of the Agreement.
- e. Each party warrants to the other that it is authorized to execute, deliver and perform this Agreement and agrees not to raise lack of such authority in any action brought by any party or any third party to this Agreement.
- f. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the Applicant and the Village and, hereto, their respective grantees, successors, assigns and legal representatives. A copy of this Agreement shall be recorded against the Property at Owner's sole expense.
- g. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.
- h. Each party irrevocably agrees that all judicial actions or proceedings in any way, manner or respect, arising out of or from or related to this Agreement shall be litigated only in courts having sites within the County of Cook, Illinois and appeal courts within the State of Illinois. Each party hereby consents to the jurisdiction of any local or state court located within the County of Cook, Illinois and hereby waives any objections each party may have based on improper venue or forum *non conveniens* to the conduct of any proceeding instituted hereunder.
- i. This Agreement may be executed in any number of counterparts, each of which

shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.

- j. In the event any legal proceeding is commenced for the purpose of interpreting, construing, enforcing or claiming under this Agreement, the prevailing party, as determined by the court, shall be entitled to recover reasonable attorney's fees and costs in such proceeding or any appeal therefrom.

Section 9. Notice.

- a. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) certified mail, return receipt requested:

If to Village: Village of Tinley Park
16250 S. Oak Park Ave.,
Tinley Park, IL 60477
Attn: David J. Niemeyer
Village Manager
dniemeyer@tinleypark.org

With a copy to: Peterson, Johnson & Murray – Chicago LLC
200 West Adams St. Ste. 2125
Chicago, IL 60606
Attn: Paul O'Grady
pogrady@pjmchicago.com

If to Owner: Parth Patel
Parth37 LLC
12821 Division St.
Blue Island, Illinois 60406
Parth7436@yahoo.com

With a copy to: Sandrick Law Firm LLC
16475 Van Dam Road
South Holland, Illinois 60473
Attn: Adam Dotson
adotson@sbtaxlaw.com

- b. Any notice, demand, request or other communication required or permitted hereunder may be made only upon a party's attorney, which shall be effective

for all purposes.

- c. For all purposes of this Agreement, a “business day” shall refer to all Mondays, Tuesdays, Wednesdays, Thursdays and Fridays with the exception of United States and State of Illinois legal holidays.

[EXECUTION PAGES FOLLOW

IN WITNESS WHEREOF, Village and Owner have executed this Agreement the day and year first hereinabove written.

VILLAGE:

VILLAGE OF TINLEY PARK, an Illinois municipal corporation

By: Michael W. Glotz
Its: President

ATTEST:

By: Kristin A. Thirion
Its: Village Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 7th day of September, 2021, before me, personally appeared Michael W. Glotz, personally known, who being by me duly sworn did say that he is the Village President of the Village of Tinley Park, Illinois, an Illinois municipal corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Trustees, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

Notary Public


Printed Name: _____

My commission expires:

IN WITNESS WHEREOF, Village and Owner have executed this Agreement the day and year first hereinabove written.

OWNER:

Parth37 LLC


By: 
Name: Parth Patel
Title: Managing Member

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 30th day of August, 2021, before me, personally appeared Parth Patel, personally known, who being by me duly sworn did say that he is the Managing Member of Parth37 LLC, that said instrument was signed on behalf of said company, and acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.




Notary Public
Printed Name: Michelle A. Pizzello

My commission expires: July 30, 2022

EXHIBIT A

Legal Description

PIN: 28-19-100-019-0000

THE NORTH 194.40 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN:

EXCEPTING THEREFROM THAT PORTION TAKEN BY THE STATE OF ILLINOIS IN CONDEMNATION PROCEEDINGS IN CASE NO. 71L1027 DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF 159TH STREET (AS THE SAME HAS BEEN HERETOFORE DEDICATED BY A RATIFICATION OF DEDICATION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES AS DOCUMENT 2551034) AND THE WESTERLY RIGHT OF WAY LINE OF OAK PARK AVENUE; (SAID WESTERLY LINE BEING 33 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19), THENCE SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF OAK PARK AVENUE, A DISTANCE OF 694.55 FEET TO A POINT; THENCE WESTERLY 17 FEET PERPENDICULAR TO SAID WESTERLY RIGHT OF WAY LINE OF OAK PARK AVENUE; THENCE NORTHERLY ALONG A STRAIGHT LINE PARALLEL WITH AND 17 FEET WEST OF THE WESTERLY RIGHT OF WAY LINE OF OAK PARK AVENUE TO A POINT 15 FEET SOUTH OF THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF 159TH STREET; THEN NORTHWESTERLY ALONG A STRAIGHT LINE TO A POINT ON THE EXISTING RIGHT OF WAY OF 159TH STREET, 32 FEET WESTERLY OF THE PLACE OF BEGINNING; THENCE EAST ALONG THE SOUTH RIGHT OF WAY LINE OF 159TH STREET A DISTANCE OF 32 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

Site Plan

WEST 159TH STREET

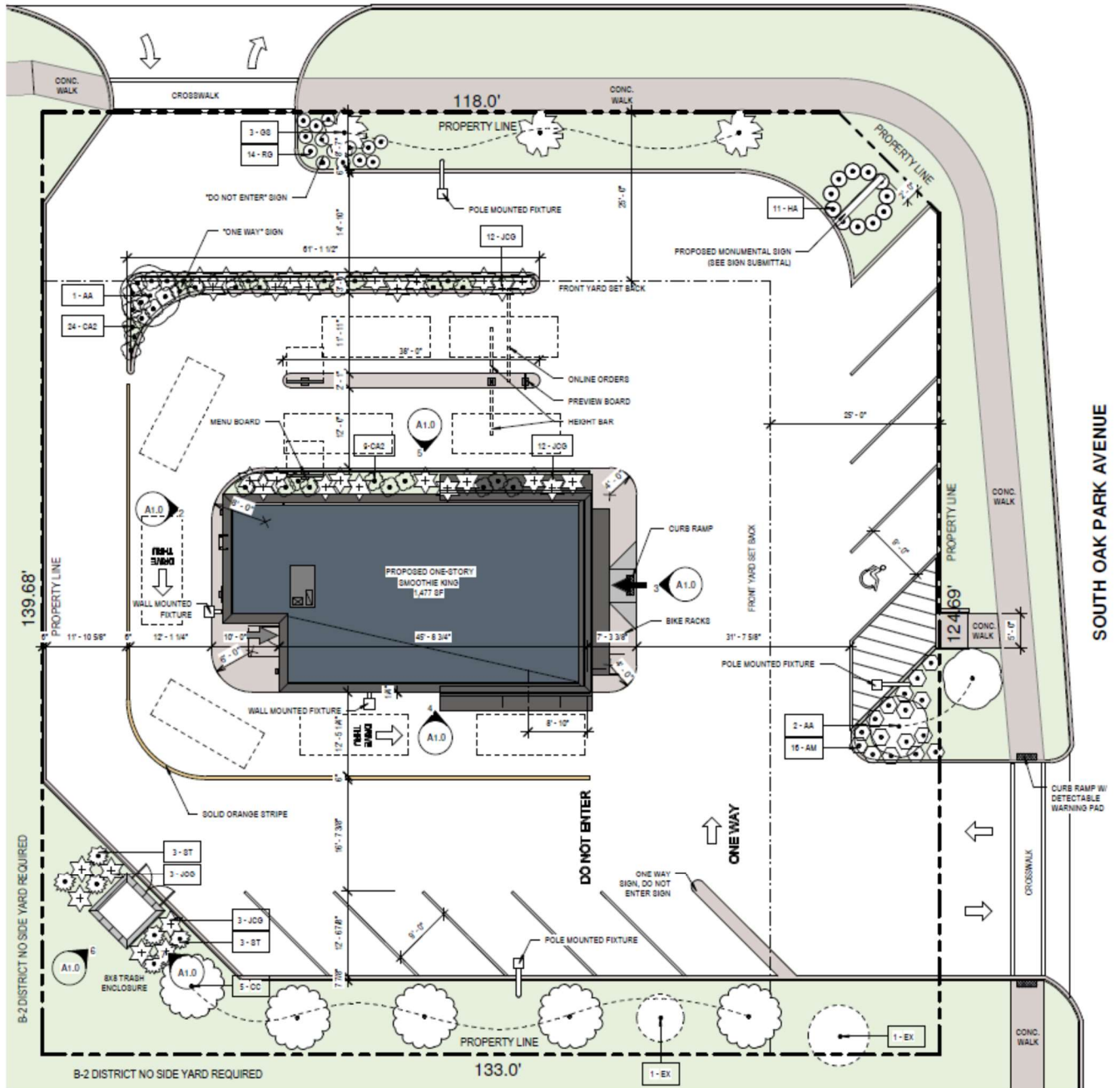
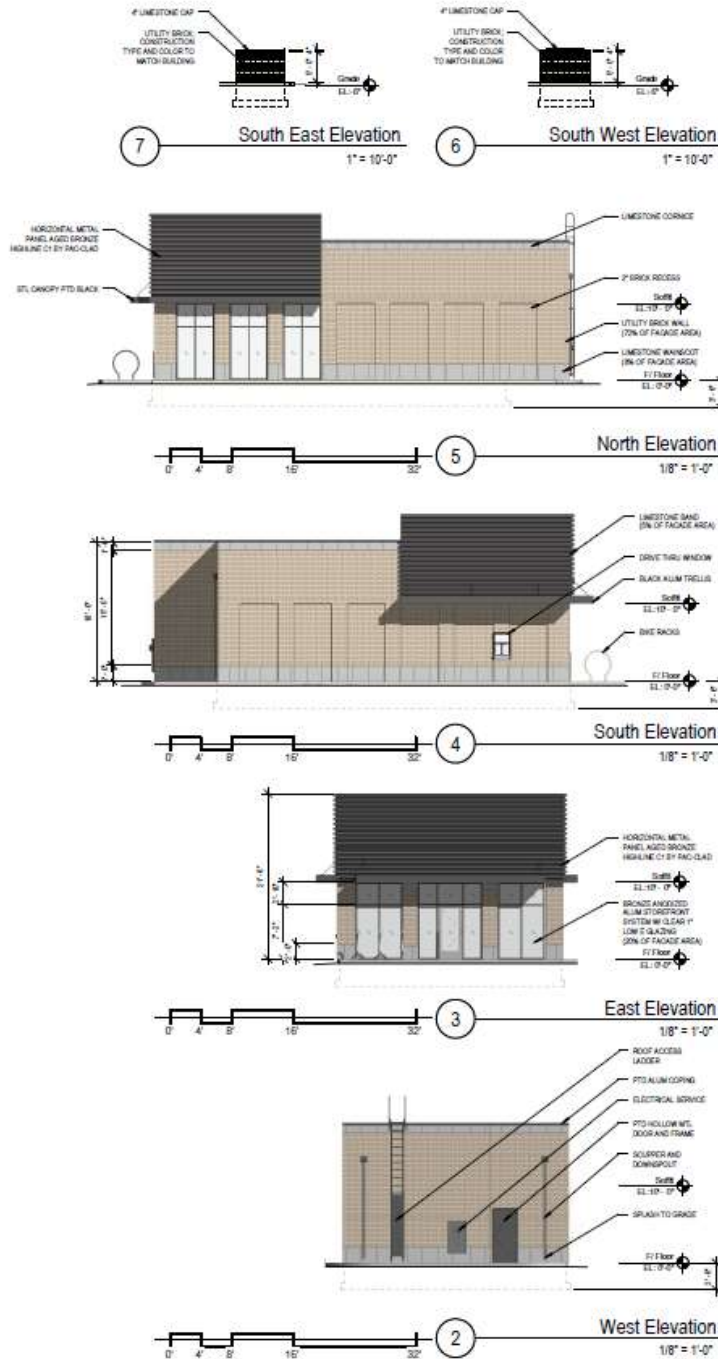


EXHIBIT C

Elevations





Interoffice Memo

Date: September 1, 2021

To: Committee of the Whole

From: Donna Framke

Subject: Point B Communications – contract for Discovery exercise

As we take the reins on Tinley Park's proprietary tourism marketing efforts, marketing staff proposes engaging with Point B Communications to complete a Discovery exercise. This process will bring together a group of key stakeholders for a full-day working session designed to crystallize their vision, thoughts and beliefs regarding the Life Amplified brand. The process will include a series of exercises designed to result in a clear, sustainable direction for strategic and creative development and establish a clear brand tone, voice and personality. The end result will be a defined brand strategy which will define the target audience, communications mix, competitor set, SWOT analysis and long term sustainable competitive advantages. This information will be distilled into a campaign positioning statement. The cost of this Discovery is \$8200 and we anticipate hosting this session in late September or early October and taking receipt of the deliverables by the end of October. The key stakeholder group will consist of representative elected officials, staff, marketing commissioners, key attraction owners/managers, hoteliers, restaurateurs, brewers and Downtown business owners.



THE VILLAGE OF
TINLEY PARK

proposal for campaign
discovery



thank you

Point B Communications is thrilled to be considered for the marketing needs of The Village of Tinley Park for the discovery sessions for a new campaign that will increase visitor traffic.

We trust you will find our experience, capabilities and passion to be ideally suited for the work at hand. More importantly, we are thrilled at the prospect of working with you.

From all of us at Point B,

Thank you.



a bit about us

at a glance

- Established 1975
- Approximately 40 staff members
- Reside in Chicago's West Loop neighborhood
- Seasoned professionals from most major disciplines
- Holistic but brand focused
- We characterize ourselves as "Brand & Digital"

we move people

- At Point B, our DNA is infused with 45+ years of success in travel, destination, hospitality and restaurant marketing. We've moved people to places and to purchase in record numbers to diverse geographies, attractions, products and experiences.

we are nimble

- We work in highly transactional environments - at the speed of retail! We pride ourselves on being able to react quickly yet strategically to changing client needs and market conditions.

we are driven by data

- We use data to drive our decisions. Every one. From the top of the funnel to the bottom, we collect and evaluate information which allows us to make intelligent strategic and creative recommendations. And with world class, realtime reporting, we make sure our clients stay as informed as we are.

point b is...

- Point B is involved. We are active participants and board members with many business and community organizations.
- Point B is resilient. We've survived great recessions, terrorist attacks and fundamental changes to our industry to emerge a stronger and more nimble agency.
- Point B is strong. We are cutting edge marketers but conservative business operators. To that end, we operate debt free and always have something put aside for a rainy day.
- Point B is loyal. We care about the people we work with and we believe they care about us. To that end, both our client and employee retention rates far outlast industry averages.
- Point B is organized. If it's broke, we want to find a way to fix it and keep it fixed. We believe in process in everything we do.

where we shine

Here are just a few of things we do. And the truth is, we love doing them. The fact that people pay us to do them makes it even better.



Strategic Planning



Collateral & Direct Mail



Brand Development & Articulation



Media Planning, Negotiation, Buying & Optimization



Campaign Development



Print Management Services



Interactive Design & Development



Experiential



Video Production



Interactive Media



New Media Management & Optimization



Public Relations/Social Media

scope of services

objective

The Village seeks to replace the cooperative marketing efforts of the past with a VTP focused marketing investment that will increase visitor traffic to the Village of Tinley Park.

Agency scope includes the following processes:

discovery

To ensure consistent communication and a solid brand platform, Point B starts every new client relationship with its proprietary “Point A” brand discovery process. This is a full-day working session that is designed to crystallize the vision, thoughts and beliefs of key stakeholders regarding your brand.

The process is facilitative, not consultative and includes a series of exercises designed to get key stakeholders on the same page. It provides clear, sustainable direction for strategic and creative development and establishes a clear tone, voice and personality designed to permeate all communications.

The end result of this process will be a clearly defined brand strategy and a crystallized vision for your brand personality, tone and voice. Areas of concentration include:

- Brand personality – scaling and analogy exercises
- Target audience defined – demo, geo, psycho
- Communication mix
- Comp-set relative attribute ranking
- SWOT analysis
- LTSCAs (long-term sustainable competitive advantages)
- Positioning statement



scope of services

discovery cont...

In addition to the working session, the Point A process involves the creation of your campaign positioning and LTSCA identification - important building blocks of any message you are trying to tell.

As an end deliverable (within 2 weeks) you would have our Point A Recap document that encapsulates your campaign and has all these building blocks professionally written and approved.

Hopeful Takeaways from the Session:

- To fully understand the personality of Tinley Park
- To identify those brand pillars which will separate and elevate you from your competition
- To create consensus among all parties responsible for delivering the campaign message
- To provide a foundation for the development of all outward (and sometimes inward) facing communications.

The end result of this process will be a clearly defined brand strategy and a crystallized vision for your brand personality, tone and voice. Areas of concentration include:

- Personality – scaling and analogy exercises
- Target audience defined – demo, geo, psycho
- Communication mix
- Comp-set relative attribute ranking
- SWOT analysis
- LTSCAs (long-term sustainable competitive advantages)
- Positioning statement



financial proposal

summary of recommendations

To achieve campaign objectives, we recommend the following:

agency fee	estimated cost
Discovery	\$8,200
TOTAL	\$8,200

hourly rates

Point B will utilize the following hourly rates as outlined by discipline.

discipline	rate
Account Direction	\$170
Account Management	\$140
Account Coordination	\$105
Administrative Support	\$95
Creative Direction	\$210
Art Direction	\$155
Art Production	\$110
Copy Writing	\$150
Interactive Development	\$170
Production Management	\$150
Senior Strategy	\$255
Media Planning	\$170
Media Buying	\$125

terms & conditions

payment terms

Point B Communications terms on all invoices are net thirty (30) days from receipt of invoice. Interest charges of 1.5% per month will be applied to all invoices that are not paid within thirty (30) days of the invoice date.

Point B Communications services will be suspended if invoices lag more than 60 days.

out-of-pocket expenses

Out-of-pocket expenses such as but not limited to postage, mail house services, illustration, photography, CD/DVD duplication, shipping, color and digital outputs, messenger service, supplies and materials, presentation boards and travel expenses will be billed as they are incurred. Client will be notified and asked to approve all project expenses in excess of \$100. Client will be notified of any outside services that require partial or full payment in advance such as photography, postage, research projects or others as required by vendor prior to the initiation of the project.

printing & reproduction

Point B Communications has extensive knowledge and capabilities related to offset printing, digital printing, paper, bindery and finishing services, silk screening, photographic reproduction and other forms of printing and finishing services and can frequently deliver high-quality reproduction services at very competitive prices. To that end, Point B would like to be considered at par with any other Client print vendor. If Client chooses a print vendor other than Point B Communications, Point B Communications will deliver all files and specifications to chosen vendor in print ready format. If Point B Communications is requested to manage a third party print vendor, including oversight of quality, delivery or accounting matters, Point B Communications will charge a standard 15% margin.

media billing

For all media purchases, Point B will endeavor to effect media placements at the lowest available published or negotiated rate. With the exception of programmatic digital media and PPC, media will be purchased for a management fee of 15% of gross cost. All programmatic digital media will be priced on a cost per thousand (CPM) basis as stated on specific plans. Paid search will be purchased for a management fee of 20% of gross cost. All media will be invoiced in the month preceding publication, insertion or air date. Point B will check and verify insertions, displays, broadcast, or other means used, to such degree as is usually performed by agencies.

indemnification

Client shall also be responsible for the accuracy, completeness and propriety of information concerning its organization, products, services and industry that Client furnishes to Point B Communications. Accordingly, Client shall indemnify and hold Point B Communications harmless from any and all losses, damages, liabilities, claims, demands, suits and expenses (including reasonable attorney's fees) which Point B Communications may incur as a result of any claim, suit or proceeding made or brought against Point B Communications based upon or arising out of any advertising created, placed, prepared or produced by or other services performed by Point B Communications for Client and which Client approved before publication, any alleged defect in Client products or services; and/or allegations that the manufacture, sale, distribution, advertising or use of any of Client products or services violate or infringes upon the copyright, trademark, patent or other rights of any third party. Point B Communications and its suppliers shall comply with all federal, state and local laws and regulations.

terms & conditions

indemnification (cont.)

Point B Communications shall indemnify and hold Client harmless from any and all losses, damages, liabilities, claims, demands, suits and expenses (including reasonable attorney's fees) which Client may incur, through no fault of Client as a result of any claim, suit or proceeding made or brought against Client based upon or arising out of any advertising created, placed, prepared or produced by, or other services performed by Point B Communications or its suppliers for Client including, but not limited to, allegations and claims of false or deceptive advertising, defamation, libel or slander, rights of publicity and other patent, trademark or copyright infringement, and unfair competition except as set forth in paragraph above. Point B Communications shall not be responsible for missed deadlines or closing dates caused by Client delay in approving the advertising proposal. Client duty to indemnify Point B Communications under this provision attaches to all materials made pursuant to this Agreement and will not terminate with termination of this Agreement.

Point B Communications will obtain copyrights or trademarks on Client advertising placed by Point B Communications only when requested to do so in writing by Client. The cost to obtain this will be pre-paid by Client

Point B Communications will be solely liable for the payment of all invoices including media invoices if the Point B Communications has been paid for those invoices by Client Prior to payment to Point B Communications, Client shall be solely liable for the payment of all invoices including media invoices.

cancellation

Client shall have the right, at any time, to modify, reject, cancel or stop any and all plans, schedules or work-in-progress. For whatever reason, any work cancelled by Client while in progress shall be compensated for on the basis of work completed and expenses incurred at the time of cancellation. This includes all commitments made by the Point B Communications on Client's behalf.

ownership

Client and Point B Communications agree that all ideas, plans, designs, layouts, copy, and final artwork which are unique to Client as well as any and all pertinent production material which are produced pursuant to the terms of this Agreement, after payment has been made by Client, shall be the property of the Client. It is understood that work commissioned by Point B Communications from third party vendors such as photographers and illustrators is subject to different ownership and usage rights. Point B Communications will make every attempt to secure for Client ownership in any third party work.

In no event will Point B Communications use protected material created and paid for by Client whether accepted or rejected, for the benefit of another. However, Point B Communications may use materials created to promote itself. Client may incur additional fees from Point B Communications for transfer of ownership materials to another party.

proposal acceptance

confidentiality

Point B Communications agrees to use its best efforts to retain in confidence information which has been identified or treated as secret or confidential during the period of the Agreement and thereafter until approved for release by Client or until information becomes part of the public domain.

state of governing authority

This agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

proposal acceptance

The signatures below indicate acceptance of this brand development proposal and authorize the commencement of work.

Representing The Village of Tinley Park	Date
---	------

Representing Point B Communications	Date
-------------------------------------	------

why point b communications

Sure, a big agency will have ample resources to address your needs, but will likely come with a hefty price tag and similarly bloated process. And while many smaller shops can react more quickly, they are often singularly focused by industry or discipline, hampering their ability to provide truly holistic solutions.

Some might call us boutique. We prefer to think of ourselves as a nimble, strategic task force. We pride ourselves on being able to react quickly yet strategically to changing client needs and market conditions. And because your task force is made up of experts from each important discipline, you'll be certain to get well rounded, thoroughly vetted solutions.

We are:

- Large enough team to have professionals in all required disciplines
- Small enough to be responsive, nimble and affordable

We have:

- A process which allows your message to be custom crafted to your exact needs
- The flexibility to handle immediate needs while still keeping the bigger brand picture in mind



thank you

For a list of references or any questions regarding this proposal please contact:

Hamish McDonald, Vice President Client Service

312.335.6185

hmcDonald@pointbcommunications.com

600 W Fulton, Suite 710

Chicago, IL 60661

pointbcommunications.com



Interoffice Memo

Date: September 7, 2021

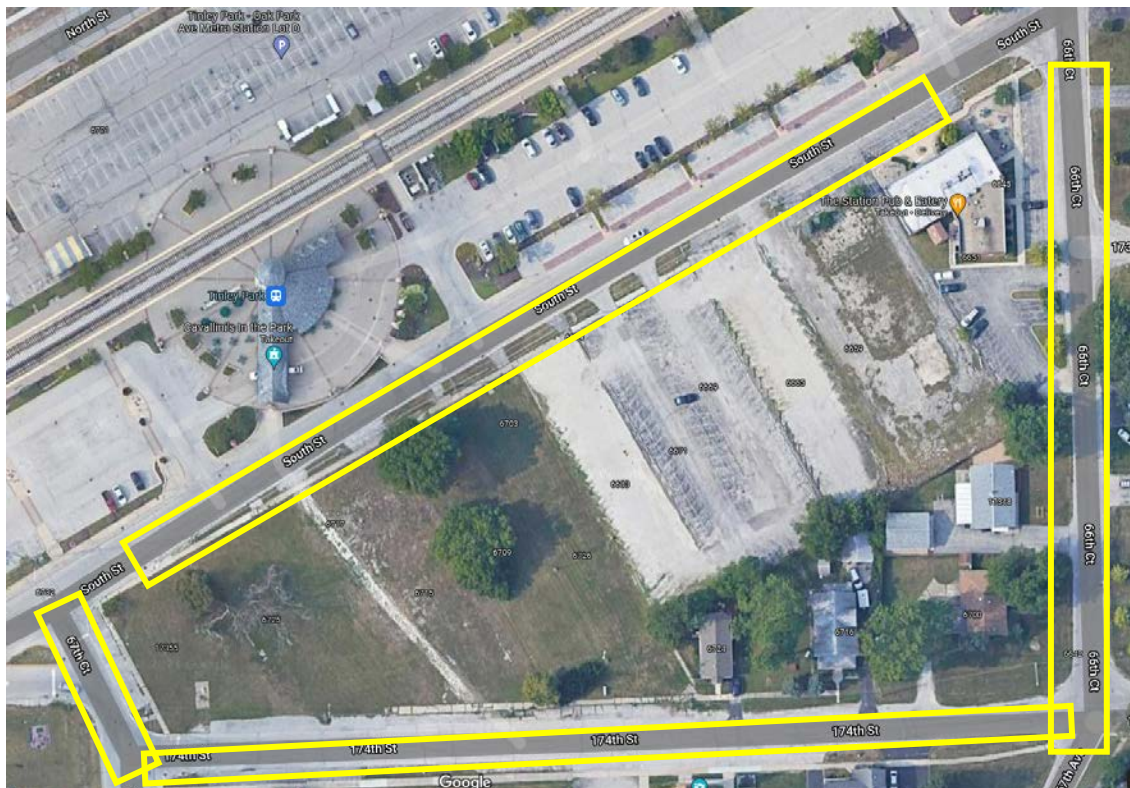
To: Committee of the Whole

Cc: Kimberly Clarke, Community Development Director
John Urbanski, Public Works Director
Matt Walsh, Police Chief

From: Hannah Lipman, Assistant Village Manager

Subject: No Parking – South Street

With Phase 1 construction of the Boulevard completed and tenants moving into the space, the Village has identified some parking concerns around the development that should be addressed. Staff has drafted an ordinance to amend the section of our municipal code that regulates parking on certain streets in the Village. The ordinance will establish the area of



South Street between 66th Avenue and Oak Park Avenue and 174th Street between 67th Court and 66th Court as two (2) hour public parking areas. Tenants of the building have access to the parking lot on the Boulevard site, therefore this will not impact them.



Interoffice Memo

Date: August 27, 2021
To: David Niemeyer – Village Manager
 John Urbanski, Public Works Director
From: Colby Zemaitis, PE, CFM – Asst. Public Works Director
Subject: Contract Award 2021 Municipal Parking Lot Project

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

Description: Project consists of the earth excavation, placement and compaction of aggregate base course, PCC concrete, removal and replacement of existing HMA pavement, curb and gutter removal and Replacement, Sidewalk Removal and Replacement, Drainage Structure Adjustments, Fence improvements and pavement markings as well as all incidental work necessary to complete the improvements of the east half of the Oak Park Avenue Metra Train Parking Lot – North of the tracks, northern portion of the Fire Training Tower Lot, and the Pump Station # 1 Parking Lot.

Seven (7) bids were received and publicly read on August 27, 2021. The bid results are below and the bid tab is attached. The lowest, responsible bidder was McGill Construction Company in the amount of \$216,118.50.

<u>Contractor</u>	<u>Location</u>	<u>Base Bid Total</u>
McGill Construction Co. LLC	Frankfort, IL	\$216,118.50
Everlast Blacktop Inc.	Elgin, IL	\$301,757.76
Gallagher Asphalt Corporation	Thornton, IL	\$312,789.75
Iroquois Paving Corporation	Watseka, IL	\$334,113.24
K-Five Construction	Westmont, IL	\$350,350.00
Austin Tyler Construction, Inc.	Elwood, IL	\$351,342.74
Metromex Contractors, Inc.	McCook, IL	\$371,320.94
Engineer's Estimates		\$289,030.70

Budget / Finance: Funding is budgeted for in the FY22 Capital Improvement Budget.

Budget Available:	\$520,000.00
Lowest Responsible Bidder:	\$216,118.50
Contingency Amount:	<u>\$43,223.70</u>
Difference:	\$260,657.80

Staff Direction Request:

1. Approve low bid and award the project to McGill Construction Company in the amount of \$216,118.50.
2. Direct Staff as necessary.

Attachment:

1. Bid Tab dated August 27, 2021.



Bid Tab

Bid Opening: August 27, 2021 @ 10:00 am

Project: 2021 Municipal Parking Lot Improvements

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price	McGill Construction LLC 21227 S 80th Avenue Frankfort, IL 60423		Everlast Blacktop Inc. 7N540 Il Rte 25 Elgin, IL 60120		Gallagher Asphalt Corporation 18100 S. Indiana Avenue Thornton, IL 60476				
						Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price			
1	Earth Excavation, 6" - Special	C.Y.	26	\$85.00	\$2,210.00	\$50.00	\$1,300.00	\$85.00	\$2,210.00	\$100.00	\$2,600.00			
2	Aggregate Base Course, Type B, 6" - Special	S.Y.	160	\$25.00	\$4,000.00	\$9.45	\$1,512.00	\$17.00	\$2,720.00	\$12.00	\$1,920.00			
3	HMA Surface Removal, 2"	Sq Yd	11,498	\$3.75	\$43,117.50	\$2.95	\$33,919.10	\$3.77	\$43,347.46	\$3.30	\$37,943.40			
4	HMA Surface Course, Mix D, N50	Ton	1,380	\$83.00	\$114,540.00	\$82.00	\$113,160.00	\$96.50	\$133,170.00	\$73.00	\$100,740.00			
5	Bituminous Materials (Tack Coat)	Lb	5,174	\$0.05	\$258.70	\$0.10	\$517.40	\$0.10	\$517.40	\$0.01	\$51.74			
6	Sidewalk Removal & Replacement - Special	Sq Ft	81	\$22.00	\$1,782.00	\$16.50	\$1,336.50	\$12.50	\$1,012.50	\$27.00	\$2,187.00			
7	Detectible Warning Plate - Special	Sq Ft	36	\$27.00	\$972.00	\$25.00	\$900.00	\$48.00	\$1,728.00	\$50.00	\$1,800.00			
8	HMA Patching, 6"	Sq Yd	136	\$50.00	\$6,800.00	\$40.00	\$5,440.00	\$65.00	\$8,840.00	\$55.00	\$7,480.00			
9	Combination Concrete Curb and Gutter, B-6.12 - Special	Lin Ft	220	\$35.00	\$7,700.00	\$32.50	\$7,150.00	\$69.00	\$15,180.00	\$100.00	\$22,000.00			
10	Structures to be Adjusted	Each	7	\$450.00	\$3,150.00	\$800.00	\$5,600.00	\$450.00	\$3,150.00	\$450.00	\$3,150.00			
11	Parkway Restoration, Special	Sq Yd	311	\$17.50	\$5,442.50	\$8.00	\$2,488.00	\$18.00	\$5,598.00	\$0.01	\$3.11			
12	PCC Slab, 10" with wire mesh	S.F.	1,225	\$25.00	\$30,625.00	\$14.00	\$17,150.00	\$32.00	\$39,200.00	\$16.50	\$20,212.50			
13	Concrete Wall, 12" with #4 rebar (105'x5'x12")	L.F.	105	\$350.00	\$36,750.00	\$150.00	\$15,750.00	\$155.00	\$16,275.00	\$600.00	\$63,000.00			
14	Fence Removal & Reinstallation	L.F.	16	\$75.00	\$1,200.00	\$10.00	\$160.00	\$100.00	\$1,600.00	\$55.00	\$880.00			
15	Fence Removal & Dual Swing Gate Installation	L.S.	1	\$7,000.00	\$7,000.00	\$2,500.00	\$2,500.00	\$5,500.00	\$5,500.00	\$33,000.00	\$33,000.00			
16	Grass Driveway Installation, Special	S.F.	240	\$65.00	\$15,600.00	\$10.00	\$2,400.00	\$65.00	\$15,600.00	\$40.00	\$9,600.00			
17	Paint Pavement Marking - 4" White	Lin Ft	4,650	\$0.60	\$2,790.00	\$0.45	\$2,092.50	\$0.70	\$3,255.00	\$0.50	\$2,325.00			
18	Paint Pavement Marking - 6" White	Lin Ft	904	\$1.25	\$1,130.00	\$0.75	\$678.00	\$0.90	\$813.60	\$1.00	\$904.00			
19	Paint Pavement Marking - 6" Yellow	Lin Ft	822	\$2.25	\$1,849.50	\$0.75	\$616.50	\$0.90	\$739.80	\$1.00	\$822.00			
20	Paint Pavement Marking - 12" Yellow	Lin Ft	690	\$2.25	\$1,552.50	\$1.25	\$862.50	\$1.40	\$966.00	\$1.50	\$1,035.00			
21	Paint Pavement Marking - 24" White	Lin Ft	12	\$5.50	\$66.00	\$3.00	\$36.00	\$5.00	\$60.00	\$3.00	\$36.00			
22	Paint Pavement Marking - 12" No Parking	Each	11	\$45.00	\$495.00	\$50.00	\$550.00	\$25.00	\$275.00	\$100.00	\$1,100.00			
Bid Total:					\$289,030.70	Bid Total:		\$216,118.50	Bid Total:		\$301,757.76	Bid Total:		\$312,789.75
As Read:					\$215,652.34	As Read:		\$161,618.50	As Read:		\$215,652.34	As Read:		\$215,652.34
					-25.39%						4.40%			8.22%

Iroquois Paving Corporation PO Box 466 Watseka, IL 60970		K-Five Construction 999 Oakmont Plaza Drive, Ste 200 Westmont, IL 60559		Austin Tyler Construction, Inc. 23343 S. Ridge Road Elwood, IL 60421		Metromex Contractors, Inc. 9550 Sergio Drive, Suite 100 McCook, IL 60525	
Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
\$130.00	\$3,380.00	\$120.00	\$3,120.00	\$70.00	\$1,820.00	\$159.00	\$4,134.00
\$24.00	\$3,840.00	\$22.00	\$3,520.00	\$45.00	\$7,200.00	\$23.30	\$3,728.00
\$3.90	\$44,842.20	\$4.35	\$50,016.30	\$6.00	\$68,988.00	\$4.10	\$47,141.80
\$84.00	\$115,920.00	\$101.50	\$140,070.00	\$98.00	\$135,240.00	\$102.50	\$141,450.00
\$0.01	\$51.74	\$0.01	\$51.74	\$0.01	\$51.74	\$0.01	\$51.74
\$31.00	\$2,511.00	\$30.00	\$2,430.00	\$25.00	\$2,025.00	\$70.50	\$5,710.50
\$41.00	\$1,476.00	\$40.00	\$1,440.00	\$30.00	\$1,080.00	\$37.10	\$1,335.60
\$55.00	\$7,480.00	\$130.00	\$17,680.00	\$41.00	\$5,576.00	\$144.20	\$19,611.20
\$92.00	\$20,240.00	\$74.00	\$16,280.00	\$50.00	\$11,000.00	\$71.20	\$15,664.00
\$550.00	\$3,850.00	\$500.00	\$3,500.00	\$670.00	\$4,690.00	\$1,185.60	\$8,299.20
\$12.00	\$3,732.00	\$30.00	\$9,330.00	\$30.00	\$9,330.00	\$23.70	\$7,370.70
\$23.00	\$28,175.00	\$19.00	\$23,275.00	\$17.00	\$20,825.00	\$15.90	\$19,477.50
\$575.00	\$60,375.00	\$550.00	\$57,750.00	\$250.00	\$26,250.00	\$487.60	\$51,198.00
\$90.00	\$1,440.00	\$225.00	\$3,600.00	\$60.00	\$960.00	\$181.40	\$2,902.40
\$15,000.00	\$15,000.00	\$2,183.96	\$2,183.96	\$6,000.00	\$6,000.00	\$4,838.40	\$4,838.40
\$62.00	\$14,880.00	\$30.00	\$7,200.00	\$170.00	\$40,800.00	\$65.30	\$15,672.00
\$0.55	\$2,557.50	\$1.00	\$4,650.00	\$1.00	\$4,650.00	\$1.40	\$6,510.00
\$1.05	\$949.20	\$1.25	\$1,130.00	\$1.50	\$1,356.00	\$3.40	\$3,073.60
\$1.05	\$863.10	\$1.25	\$1,027.50	\$1.50	\$1,233.00	\$3.40	\$2,794.80
\$2.05	\$1,414.50	\$2.25	\$1,552.50	\$2.50	\$1,725.00	\$6.70	\$4,623.00
\$3.00	\$36.00	\$4.00	\$48.00	\$4.00	\$48.00	\$11.20	\$134.40
\$100.00	\$1,100.00	\$45.00	\$495.00	\$45.00	\$495.00	\$509.10	\$5,600.10
Bid Total:	\$334,113.24	Bid Total:	\$350,350.00	Bid Total:	\$351,342.74	Bid Total:	\$371,320.94
As Read:	\$334,113.24	As Read:	\$350,350.00	As Read:	\$351,342.74	As Read:	\$371,288.14
	15.60%		21.22%		21.56%		28.46%



Interoffice Memo

Date: August 30, 2021

To: Trustee Sullivan, Finance Chair
David Niemeyer, Village Manager

Cc: Pat Carr, Assistant Village Manager
Hannah Lipman, Assistant Village Manager

From: Andrew Brown, Finance Director/Treasurer

Subject: Proposed Bond issue 2021 (FY 2022)

The Finance Department is proposing a bond issue for the Village of Tinley Park that would include refunding a current obligation and offering a new money issue. Refunding a bond issue allows the Village to lessen its future obligation due to the current interest rates available being less than the future interest rates. The current state of the financial markets has provided some of the lowest interest rates in history, this makes borrowing inexpensive and provides the Village an opportunity to facilitate needed infrastructure. The new money issue replaces an expiring bond issue in the long-term financial planning the Village uses and can be done so with no additional impact to the residents thru the tax levy.

The Village of Tinley Park is primarily a “pay-as-you-go” financing operation for capital and infrastructure improvements. In certain circumstances it is appropriate and advantageous to utilize debt financing to accomplish a single or series of large projects. Debt financing is a planning tool that allows the Village to accomplish infrastructure upgrades and replacement without depleting cash on hand.

The Village of Tinley Park, currently has three outstanding Bond Issues. The 2009 general obligation refunding issue (last payment December 2021), 2011 refunding issue for the Tinley Park Library (last payment December 2022), and the 2013 refunding issue (last payment December 2030). The 2021 bond issue proposed would replace the 2009 GO refunding obligation. The Village would use the same method of servicing the 2021 debt as was done with the 2009 debt, by which the bond issue was abated and paid through the tax levy stabilization, surtax, water, sewer, and stormwater funds.

The Village has deferred many capital projects over the past 2 fiscal years due to lack of funding sources and reductions due to COVID-19. One major item that the new debt issue would service is the LaGrange road utility extension. This project is needed to upgrade the water and sewer

system infrastructure and spur economic development in this area of the Village. This project is estimated to cost about \$5.6 million dollars. The Village would use the remaining funds for additional infrastructure improvements to the Water, Sewer, and Stormsewer infrastructure. The Finance Department has been working closely with the Public Works Department to ensure that the Village is deploying resources to replace needed infrastructure and these projects are ready to be designed or taken to bid.

Attached to this memo is the updated market outlook and the estimated debt opportunities for the Village as of August 26, 2021 provided by Baird Public Finance, the Village's Financial Advisor for Debt related items. These rates and outcomes can change, but should not deviate severely, and will be refreshed should the Village choose to move forward with an issuance. Currently, there is no downside to the refunding the 2013 issue as rates are not projected to get any lower than they are now. The net present value of the refunding issue is conservatively estimated to be about \$568 thousand.

The updated analysis from Baird also includes 6 options for the new money issue provided, in two category types; "Bank Qualified (BQ)" and "Non-Bank Qualified (non-BQ)." Issuing under a bank qualified status allows the Village to offer no more than \$10 million in par value bonds directly to banks. This decreases the cost of issuance for the Village, as can be seen in the cost between the issues. Each type of offering has three durations a ten, fifteen, and twenty-year repayment schedule. When you compare each duration between bank qualified vs. non-bank qualified you can see the difference in spread. All issues have been proposed "level" meaning that the interest and principle payment total are approximately the same in aggregate annually.

The Finance Department recommends the 15 year, BQ, bond issue. IT brings in approximately \$10 million in new cash and allows the Village to take advantage of the decreased issuance costs. A non-BQ for the same duration would net the Village an additional \$1.2 million in funds upfront for projects but would cost an additional \$1.5 million in financing over the 15-year period.

Staff believes this is an opportunity to supplement the federal funding provided through the State and Local Fiscal Recovery Funds and American Rescue Plan Act to upgrade the Village infrastructure systems and provide a base to continue providing opportunity for economic development.



Update to Potential Refunding Opportunity and New Money Bonding Analysis



Baird Public Finance

August 26, 2021

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Discover the *Baird Difference*

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If Baird is hired as financial advisor in connection with an issuance of municipal securities, Baird will provide municipal advisory services with respect to the issuance of municipal securities, including advice, recommendations and other assistance regarding the structure, timing, terms and other similar matters concerning the particular issuance of municipal securities for which you may be considering. As such, Baird will serve as a fiduciary and act solely in your best interest. Baird's fiduciary duties as your financial advisor will include the duty of care and the duty of loyalty. Under MSRB Rule G-23, if Baird is hired as financial advisor with respect to an issuance of municipal securities, Baird will not be able to serve as underwriter or placement agent for that issuance.

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1

UPDATE ON POTENTIAL REFUNDING OPPORTUNITY

2

NEW MONEY BONDING ANALYSIS

Update on Potential Refunding Opportunity

Hypothetical Taxable Advance Refunding Opportunity

- Baird would like to update the Village on the potential refunding of its General Obligation Bonds, Series 2013 that could generate potential debt service savings.
 - The 2013 Bonds can be advance refunded now at taxable interest rates prior to its December 1, 2023 call date.

- Based on current market conditions, we estimate potential gross debt service savings of \$600,000 and potential present value debt service savings of \$565,000 or 10.4% of the refunded par amount.

	2013 Bonds		
Call Date	December 1, 2023		
Hypothetical Refunding Bond Par Amount	\$6,180,000		
Assumed Refunded Par Amount	\$5,435,000		
Assumed Refunded Maturities	2025-2030		
Hypothetical Gross Debt Service Savings*	\$601,612	Sensitivity Analysis Yield - 0.10% Yield + 0.10%	
Hypothetical Present Value Savings**	\$568,424		
Hypothetical PV Savings as %**	10.46%	11.19%	9.74%
Hypothetical Negative Arbitrage	\$153,465		

*Calculated assuming current market conditions as of August 25, 2021 for comparable issuers and taxable general obligation transactions rated AA+ and assuming the same debt payment schedule and final maturity date as the 2013 Bonds. **Rates are subject to change and the actual rates may vary from those assumed. If actual rates are higher, potential savings will be lower.**

**Calculated using the refunding bond yield of 1.557% as the discount rate.

This summary of hypothetical potential interest cost savings is for information purposes only. It does not contain an express or implied recommendation and is not intended to be advice.

New Money Bonding Analysis

Hypothetical Illustration for GO Bonds, Series 2021 – Maximum Issuance up to \$10 Million Bank Qualified Limit

Bond Year Ending December 1	10 Year Term					15 Year Term					20 Year Term				
	Principal	Assumed Coupon ⁽¹⁾	Assumed Yield ⁽¹⁾	Assumed Interest	Total Debt Service	Principal	Assumed Coupon ⁽¹⁾	Assumed Yield ⁽¹⁾	Assumed Interest	Total Debt Service	Principal	Assumed Coupon ⁽¹⁾	Assumed Yield ⁽¹⁾	Assumed Interest	Total Debt Service
	(12/1)			(6/1 & 12/1)		(12/1)			(6/1 & 12/1)		(12/1)			(6/1 & 12/1)	
2022	\$785,000	4.000%	0.250%	\$371,800	\$1,156,800	\$450,000	4.000%	0.250%	\$340,275	\$790,275	\$300,000	4.000%	0.250%	\$324,296	\$624,296
2023	\$845,000	4.000%	0.300%	\$311,800	\$1,156,800	\$490,000	4.000%	0.300%	\$296,100	\$786,100	\$335,000	4.000%	0.300%	\$287,350	\$622,350
2024	\$880,000	4.000%	0.400%	\$278,000	\$1,158,000	\$510,000	4.000%	0.400%	\$276,500	\$786,500	\$350,000	4.000%	0.400%	\$273,950	\$623,950
2025	\$915,000	4.000%	0.520%	\$242,800	\$1,157,800	\$530,000	4.000%	0.520%	\$256,100	\$786,100	\$365,000	4.000%	0.520%	\$259,950	\$624,950
2026	\$950,000	4.000%	0.650%	\$206,200	\$1,156,200	\$555,000	4.000%	0.650%	\$234,900	\$789,900	\$375,000	4.000%	0.650%	\$245,350	\$620,350
2027	\$990,000	4.000%	0.780%	\$168,200	\$1,158,200	\$575,000	4.000%	0.780%	\$212,700	\$787,700	\$390,000	4.000%	0.780%	\$230,350	\$620,350
2028	\$1,030,000	4.000%	0.890%	\$128,600	\$1,158,600	\$600,000	4.000%	0.890%	\$189,700	\$789,700	\$410,000	4.000%	0.890%	\$214,750	\$624,750
2029	\$1,070,000	4.000%	0.990%	\$87,400	\$1,157,400	\$625,000	4.000%	0.990%	\$165,700	\$790,700	\$425,000	4.000%	0.990%	\$198,350	\$623,350
2030	\$1,115,000	4.000%	1.080%	\$44,600	\$1,159,600	\$645,000	4.000%	1.080%	\$140,700	\$785,700	\$440,000	4.000%	1.080%	\$181,350	\$621,350
2031						\$675,000	4.000%	1.140%	\$114,900	\$789,900	\$460,000	4.000%	1.140%	\$163,750	\$623,750
2032						\$700,000	3.000%	1.200%	\$87,900	\$787,900	\$480,000	3.000%	1.200%	\$145,350	\$625,350
2033						\$720,000	3.000%	1.280%	\$66,900	\$786,900	\$490,000	3.000%	1.280%	\$130,950	\$620,950
2034						\$745,000	3.000%	1.350%	\$45,300	\$790,300	\$505,000	3.000%	1.350%	\$116,250	\$621,250
2035						\$765,000	3.000%	1.420%	\$22,950	\$787,950	\$520,000	3.000%	1.420%	\$101,100	\$621,100
2036											\$535,000	3.000%	1.470%	\$85,500	\$620,500
2037											\$555,000	3.000%	1.520%	\$69,450	\$624,450
2038											\$570,000	3.000%	1.580%	\$52,800	\$622,800
2039											\$585,000	3.000%	1.630%	\$35,700	\$620,700
2040											\$605,000	3.000%	1.680%	\$18,150	\$623,150
	<u>\$8,580,000</u>			<u>\$1,839,400</u>	<u>\$10,419,400</u>	<u>\$8,585,000</u>			<u>\$2,450,625</u>	<u>\$11,035,625</u>	<u>\$8,695,000</u>			<u>\$3,134,696</u>	<u>\$11,829,696</u>
	Assumed Sources and Uses of Funds					Assumed Sources and Uses of Funds					Assumed Sources and Uses of Funds				
	Assumed Sources of Funds					Assumed Sources of Funds					Assumed Sources of Funds				
	Par Amount			\$8,580,000		Par Amount			\$8,585,000		Par Amount			\$8,695,000	
	Reoffering Premium			\$1,420,000		Reoffering Premium			\$1,412,711		Reoffering Premium			\$1,303,831	
	Total Sources of Funds			\$10,000,000		Total Sources of Funds			\$9,997,711		Total Sources of Funds			\$9,998,831	
	Assumed Uses of Funds					Assumed Uses of Funds					Assumed Uses of Funds				
	Deposit to Project Fund			\$9,800,000		Deposit to Project Fund			\$9,797,757		Deposit to Project Fund			\$9,798,854	
	Assumed Costs of Issuance ⁽²⁾			\$200,000		Assumed Costs of Issuance ⁽²⁾			\$199,954		Assumed Costs of Issuance ⁽²⁾			\$199,977	
	Total Uses of Funds			\$10,000,000		Total Uses of Funds			\$9,997,711		Total Uses of Funds			\$9,998,831	
	Potential True Interest Cost ⁽³⁾			0.82%		Potential True Interest Cost ⁽³⁾			1.34%		Potential True Interest Cost ⁽³⁾			1.73%	
	Potential True Interest Cost +10 Basis Points ⁽³⁾			0.92%		Potential True Interest Cost +10 Basis Points ⁽³⁾			1.44%		Potential True Interest Cost +10 Basis Points ⁽³⁾			1.83%	
	Potential True Interest Cost +10 Basis Points ⁽³⁾			0.72%		Potential True Interest Cost +10 Basis Points ⁽³⁾			1.24%		Potential True Interest Cost +10 Basis Points ⁽³⁾			1.63%	

(1) This illustration represents a mathematical calculation of potential interest cost, assuming hypothetical rates based on current rates for bank qualified general obligation bonds rated "AA+" as of August 25, 2021. Actual rates may vary. If actual rates are higher than those assumed, the interest cost would be higher. This illustration provides information and is not intended to be a recommendation, proposal or suggestion for a financing or otherwise be considered as advice. Assumes a dated date of November 1, 2021 with first interest payment on June 1, 2022. Structure assumes maximum issuance up to bank qualified limit with 10, 15 and 20 year level debt service. Preliminary, subject to change.

(2) Assumed costs of issuance of \$20 per \$1,000 of bonds. Does not include any hypothetical fees associated with a conduit offering. Preliminary, subject to change.

(3) True Interest Cost is the rate of interest, compounded semi-annually, required to discount the payments of principal and interest to bondholders to the original purchase price.

Hypothetical Illustration for GO Bonds, Series 2021 – Annual Debt Service of \$900,000

Bond Year Ending December 1	10 Year Term					15 Year Term					20 Year Term						
	Principal	Assumed Coupon ⁽¹⁾	Assumed Yield ⁽¹⁾	Assumed Interest	Total Debt Service	Principal	Assumed Coupon ⁽¹⁾	Assumed Yield ⁽¹⁾	Assumed Interest	Total Debt Service	Principal	Assumed Coupon ⁽¹⁾	Assumed Yield ⁽¹⁾	Assumed Interest	Total Debt Service		
	(12/1)			(6/1 & 12/1)		(12/1)			(6/1 & 12/1)		(12/1)			(6/1 & 12/1)			
2022	\$610,000	4.000%	0.250%	\$288,383	\$898,383	\$490,000	4.000%	0.250%	\$409,717	\$899,717	\$390,000	4.000%	0.250%	\$509,600	\$899,600		
2023	\$655,000	4.000%	0.300%	\$241,800	\$896,800	\$540,000	4.000%	0.300%	\$358,600	\$898,600	\$445,000	4.000%	0.300%	\$454,800	\$899,800		
2024	\$680,000	4.000%	0.400%	\$215,600	\$895,600	\$560,000	4.000%	0.400%	\$337,000	\$897,000	\$460,000	4.000%	0.400%	\$437,000	\$897,000		
2025	\$710,000	4.000%	0.520%	\$188,400	\$898,400	\$585,000	4.000%	0.550%	\$314,600	\$899,600	\$480,000	4.000%	0.550%	\$418,600	\$898,600		
2026	\$740,000	4.000%	0.650%	\$160,000	\$900,000	\$605,000	4.000%	0.700%	\$291,200	\$896,200	\$500,000	4.000%	0.700%	\$399,400	\$899,400		
2027	\$765,000	4.000%	0.780%	\$130,400	\$895,400	\$630,000	4.000%	0.840%	\$267,000	\$897,000	\$520,000	4.000%	0.840%	\$379,400	\$899,400		
2028	\$800,000	4.000%	0.890%	\$99,800	\$899,800	\$655,000	4.000%	0.990%	\$241,800	\$896,800	\$540,000	4.000%	0.990%	\$358,600	\$898,600		
2029	\$830,000	4.000%	0.990%	\$67,800	\$897,800	\$680,000	4.000%	1.110%	\$215,600	\$895,600	\$560,000	4.000%	1.110%	\$337,000	\$897,000		
2030	\$865,000	4.000%	1.080%	\$34,600	\$899,600	\$710,000	4.000%	1.220%	\$188,400	\$898,400	\$585,000	4.000%	1.220%	\$314,600	\$899,600		
2031						\$740,000	4.000%	1.300%	\$160,000	\$900,000	\$605,000	4.000%	1.300%	\$291,200	\$896,200		
2032						\$765,000	4.000%	1.380%	\$130,400	\$895,400	\$630,000	4.000%	1.380%	\$267,000	\$897,000		
2033						\$800,000	4.000%	1.450%	\$99,800	\$899,800	\$655,000	4.000%	1.450%	\$241,800	\$898,600		
2034						\$830,000	4.000%	1.520%	\$67,800	\$897,800	\$680,000	4.000%	1.520%	\$215,600	\$895,600		
2035						\$865,000	4.000%	1.580%	\$34,600	\$899,600	\$710,000	4.000%	1.580%	\$188,400	\$898,400		
2036											\$740,000	4.000%	1.620%	\$160,000	\$900,000		
2037											\$765,000	4.000%	1.650%	\$130,400	\$895,400		
2038											\$800,000	4.000%	1.690%	\$99,800	\$899,800		
2039											\$830,000	4.000%	1.730%	\$67,800	\$897,800		
2040											\$865,000	4.000%	1.780%	\$34,600	\$899,600		
	<u>\$6,655,000</u>			<u>\$1,426,783</u>	<u>\$8,081,783</u>	<u>\$9,455,000</u>			<u>\$3,116,517</u>	<u>\$12,571,517</u>	<u>\$11,760,000</u>			<u>\$5,305,600</u>	<u>\$17,065,600</u>		
Assumed Sources and Uses of Funds					Assumed Sources and Uses of Funds					Assumed Sources and Uses of Funds							
Assumed Sources of Funds					Assumed Sources of Funds					Assumed Sources of Funds							
Par Amount					\$6,655,000	Par Amount					\$9,455,000	Par Amount					\$11,760,000
Reoffering Premium					\$1,101,444	Reoffering Premium					\$1,741,725	Reoffering Premium					\$2,203,452
Total Sources of Funds					\$7,756,444	Total Sources of Funds					\$11,196,725	Total Sources of Funds					\$13,963,452
Assumed Uses of Funds					Assumed Uses of Funds					Assumed Uses of Funds							
Deposit to Project Fund					\$7,601,315	Deposit to Project Fund					\$10,972,790	Deposit to Project Fund					\$13,684,183
Assumed Costs of Issuance ⁽²⁾					\$155,129	Assumed Costs of Issuance ⁽²⁾					\$223,934	Assumed Costs of Issuance ⁽²⁾					\$279,269
Total Uses of Funds					\$7,756,444	Total Uses of Funds					\$11,196,725	Total Uses of Funds					\$13,963,452
Potential True Interest Cost ⁽³⁾					0.82%	Potential True Interest Cost ⁽³⁾					1.57%	Potential True Interest Cost ⁽³⁾					2.08%
Potential True Interest Cost +10 Basis Points ⁽³⁾					0.92%	Potential True Interest Cost +10 Basis Points ⁽³⁾					1.67%	Potential True Interest Cost +10 Basis Points ⁽³⁾					2.18%
Potential True Interest Cost +10 Basis Points ⁽³⁾					0.72%	Potential True Interest Cost +10 Basis Points ⁽³⁾					1.47%	Potential True Interest Cost +10 Basis Points ⁽³⁾					1.98%

(1) This illustration represents a mathematical calculation of potential interest cost, assuming hypothetical rates based on current rates for bank qualified or non-bank qualified general obligation bonds rated "AA+" as of August 25, 2021. Actual rates may vary. If actual rates are higher than those assumed, the interest cost would be higher. This illustration provides information and is not intended to be a recommendation, proposal or suggestion for a financing or otherwise be considered as advice. Assumes a dated date of November 1, 2021 with first interest payment on June 1, 2022. Structure assumes annual debt service of \$900,000 with 10, 15 and 20 year level debt service. Preliminary, subject to change.

(2) Assumed costs of issuance of \$20 per \$1,000 of bonds. Does not include any hypothetical fees associated with a conduit offering. Preliminary, subject to change.

(3) True Interest Cost is the rate of interest, compounded semi-annually, required to discount the payments of principal and interest to bondholders to the original purchase price.

Village President

Michael W. Glotz

Village Clerk

Kristin A. Thirion

Village Trustees

William P. Brady
William A. Brennan
Diane M. Galante
Dennis P. Mahoney
Michael G. Mueller
Colleen M. Sullivan

Village Hall

16250 S. Oak Park Ave.
Tinley Park, IL 60477

Administration

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Fax: (708) 444-5099

**Community
Development**

(708) 444-5100
Fax: (708) 444-5199

Public Works

(708) 444-5500

Police Department

7850 W. 183rd St.
Tinley Park, IL 60477
(708) 444-5300
Non-Emergency
Fax: (708) 444-5399

**John T. Dunn
Public Safety Building**

17355 S. 68th Court
Tinley Park, IL 60477

Fire Department

(708) 444-5200
Non-Emergency
Fax: (708) 444-5299

EMA

(708) 444-5600
Fax: (708) 444-5699

**Senior Community
Center**

(708) 444-5150



August 24, 2021

United States Department of Treasury
701 Madison Place NW
Washington, DC 20005

**RE: American Rescue Plan Act Interim Report for the Village of Tinley Park,
Illinois (SAM Code#535K3)**

Background

The Village of Tinley Park has received an allocation from the United States Department of the Treasury under the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) thru the American Rescue Plan Act (ARPA). The Village is a non-entitlement unit of local government with a population greater than 50,000 and received an allocation of \$6,226,474. The Village intends on expending the full amount of the allocation for expenditures incurred after March 3, 2021 and appropriated prior to December 31, 2024. All funds appropriated prior to December 31, 2024 will be paid prior to December 31, 2026.

Plan and Reporting

As of July 31, 2021, the Village of Tinley Park has received half (\$3.1 mil) of the allocation and has incurred \$53,159.00 in costs associated with eligible projects. All costs are associated with engineering the projects in preparation of a formal bid process compliant with the SLFRF guidance provided by the Department of the United States Treasury. The Village of Tinley Park will utilize the ARPA funding in compliance with the framework set forth in the SLFRF statute and Treasury's interim final rule. The Village plans on focusing its efforts to expend funds under the eligible uses for investments in water, sewer, and broadband infrastructure, public health/negative economic impacts, and revenue loss.

The Village's primary focus is utilizing the ARPA funds on Water and Sewer infrastructure. The Village will concentrate on funding projects deferred due to COVID-19 impacts in the two previous budget cycles. The intended projects include improvements at two lift stations and six sections of watermain in the Village. One section considered would expand the service in an area of the Village where water pressure could be improved through the extension of water main and the installation of booster pumps. Staff has identified a water meter vault, critical to the Village's water supply system, that needs to be relocated due to roadwork project. The Village is also considering utilizing the funding to improve drainage and flood control through the storm sewer infrastructure. A detailed list

of projects and locations is included in here in.

The Village will utilize the SLFRF Compliance and Reporting Guidance document, SLFRF implementing regulation, and uniform guidance 2 CRF part 200 to comply with all rules and regulation set forth by the Department of the Treasury. Once the projects are bid the documents pertaining to the process will be submitted with the appropriate quarter filing for review, and the obligated totals tab will be updated for the same period.

Below is a list of the itemized projects considered to be funded through the SLFRF ARPA funding received. The Village is aware that the total available funds, \$6.2 million is less than the eligible projects total funding needed to be completed.

Coronavirus State and Local Fiscal Recovery Funds
American Rescue Plan Act
Village of Tinley Park, Illinois

Project	Location	Estimated cost
Lift Station Post 4	8399 Brookside Glen Drive	\$ 489,000
Lift Station Post 5	171st Street & 80th Avenue	1,500,000
LaGrange Road Utility Extension	LaGrange Road 183rd Street to 179th Street	2,500,000
Pressure Improvements	LaGrange Road (172nd to 174th, 179th to 175th)	3,100,000
80th Ave Watermain	80th Avenue 183rd Street to Greenway Blvd.	883,000
67th Ave Watermain	174th to 175th street	550,000
67th Ave Watermain pt 2	174th to 175th street	246,000
66th ct Watermain	66th ct at 174th st	708,000
Dorothy Ln Watermain	Oketo to Bannes School	402,000
Ironwood Drive	Tanbark to Woodland	1,000,000
Skyline Drive	Terrace Drive to dead end	1,000,000
Above Ground Water Tank	17805 Cloverview Drive	1,000,000
Sewer Lining	TBD waiting for smoke testing results	325,000
Flood Control	Throughout Village	100,000
Kimberly Heights Drainage	Subdivision in northeast area of Tinley Park	500,000
Meter Vault	Greenway Blvd. & Brushwood Lane	1,000,000
	Total	\$ 15,303,000

**Coronavirus State and Local Fiscal Recovery Funds
Compliance and Reporting Guidance
Expenditure Categories**

		Eligible Projects under consideration	Cummulative obligation to date	Expended as of July 31, 2021	Total Expended
1	Public Health				
1.1	COVID-19 Vaccination	\$ -	\$ -	\$ -	\$ -
1.2	COVID-19 Testing		-		-
1.3	COVID-19 Contact Tracing		-		-
1.4	Prevention in Congregate Settings		-		-
1.5	Personal Protective Equipment	250,000	-		-
1.6	Medical Expenses		-		-
1.7	Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency	750,000	-		-
1.8	Other COVID-19 Public Health Expenses		-		-
1.9	Payroll Costs for Public Health, Safety, and Other Public Sector Staff Responding to COVID-19		-		-
1.10	Mental Health Services		-		-
1.11	Substance Use Services		-		-
1.12	Other Public Health Services		-		-
2	Negative Economic Impacts				
2.1	Household Assistance: Food Programs				-
2.2	Household Assistance: Rent, Mortgage, and Utility Aid				-
2.3	Household Assistance: Cash Transfers				-
2.4	Household Assistance: Internet Access Programs				-
2.5	Household Assistance: Eviction Prevention				-
2.6	Unemployment Benefits or Cash Assistance to Unemployed Workers				-
2.7	Job Training Assistance				-
2.8	Contributions to UI Trust Funds				-
2.9	Small Business Economic Assistance	75,000			-

2.10	Aid to Nonprofit Organizations				-
2.11	Aid to Tourism, Travel, or Hospitality	50,000			-
2.12	Aid to Other Impacted Industries				-
2.13	Other Economic Support				-
2.14	Rehiring Public Sector Staff				-
3	Services to Disproportionately Impacted Communities	Eligible Projects under consideration	Cummulative obligation to date	Expended as of July 31, 2021	Total Expended
3.1	Education Assistance: Early Learning				-
3.2	Education Assistance: Aid to High-Poverty Districts				-
3.3	Education Assistance: Academic Services				-
3.4	Education Assistance: Social, Emotional, and Mental Health Services				-
3.5	Education Assistance: Other				-
3.6	Healthy Childhood Environments: Child Care				-
3.7	Healthy Childhood Environments: Home Visiting				-
3.8	Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System				-
3.9	Healthy Childhood Environments: Other				-
3.10	Housing Support: Affordable Housing				-
3.11	Housing Support: Services for Unhoused Persons				-
3.12	Housing Support: Other Housing Assistance				-
3.13	Social Determinants of Health: Other				-
3.14	Social Determinants of Health: Community Health Workers or Benefits Navigators				-
3.15	Social Determinants of Health: Lead Remediation				-
3.16	Social Determinants of Health: Community Violence Interventions				-
4	Premium Pay	Eligible Projects under consideration	Cummulative obligation to date	Expended as of July 31, 2021	Total Expended
4.1	Public Sector Employees				-
4.2	Private Sector: Grants to Other Employers				-

5 Infrastructure		Eligible Projects under consideration	Cummulative obligation to date	Expended as of July 31, 2021	Total Expended
5.1	Clean Water: Centralized Wastewater Treatment				-
5.2	Clean Water: Centralized Wastewater Collection and Conveyance	1,989,000	-	18,838.00	18,838.00
5.3	Clean Water: Decentralized Wastewater				-
5.4	Clean Water: Combined Sewer Overflows				-
5.5	Clean Water: Other Sewer Infrastructure	325,000			-
5.6	Clean Water: Stormwater	600,000			-
5.7	Clean Water: Energy Conservation				-
5.8	Clean Water: Water Conservation				-
5.9	Clean Water: Nonpoint Source				-
5.10	Drinking water: Treatment				-
5.11	Drinking water: Transmission & Distribution	4,789,000		34,321.00	34,321.00
5.12	Drinking water: Transmission & Distribution: Lead Remediation				-
5.13	Drinking water: Source	1,000,000			-
5.14	Drinking water: Storage	1,000,000			-
5.15	Drinking water: Other water infrastructure	5,600,000			-
5.16	Broadband: "Last Mile" projects				-
5.17	Broadband: Other projects				-
6 Revenue Replacement		Eligible Projects under consideration	Cummulative obligation to date	Expended as of July 31, 2021	Total Expended
6.1	Provision of Government Services				-
7 Administrative		Eligible Projects under consideration	Cummulative obligation to date	Expended as of July 31, 2021	Total Expended
7.1	Administrative Expenses	50,000			-
7.2	Evaluation and Data Analysis	50,000			-
7.3	Transfers to Other Units of Government				-
7.4	Transfers to Non-entitlement Units				-
TOTAL		\$ 16,528,000		\$ 53,159	\$ 53,159



Interoffice Memo

Date: August 31, 2021

To: **Village Board**

Cc: David Niemeyer, Patrick Carr

From: **Anthony Ardolino**

Subject: Professional Service Contract – Heartland Business Systems

Presented for September 7th, 2021 Committee of the Whole meeting discussion and action:

Description: Approve a contract for network and security professional services.

Background: The Information Technology department is scheduled to complete several network and security projects this fiscal year. Typically the IT department will engage a third party vendor on an individual project basis and scope each as a separate commitment. This approach requires each engagement to have a specific scope of work and the services performed by the vendor cannot exceed those explicitly stated. In addition to the scheduled projects the IT department will utilize ad-hoc professional services from vendors to accomplish smaller requests such as moves, adds, changes, or deletes to the various network devices and configurations.

In an effort to optimize the existing budgeted dollars the IT department engaged three vendors to provide a solution for a temporary on premise contractor capable of providing the services needed for several of the outstanding IT projects and also able to accomplish the smaller ad-hoc configuration modifications.

After a two month process one of the vendors was unable to provide any potential candidates. The remaining two vendors provided three candidates for IT review. After the review process the IT department determined the only qualified candidate capable of accomplishing the required work was from the vendor Heartland Business Systems.

Budget/Finance: Funding is budgeted and available in the approved FY22 budget via funds allocated for Health Check – Network/Server/Storage, Cyber Security Plan, Switch Ports, Security Advanced Malware Protection and Internal Security Testing line items.

Staff Direction Request: Approve a contract for professional services with Heartland Business Systems for \$73,500.

Attachments:

1. Heartland Business Systems Quote for Professional Services





Interoffice Memo

Date: September 7, 2021

To: Village Board of Trustees

Cc: David Niemeyer, Village Manager

From: Hannah Lipman, Assistant Village Manager

Subject: Class A Liquor License Request – RJ'S Sea Food Co. LLC

Background:

Francesca's Restaurant Group has approached the Mayor's Office seeking a Class A Liquor License for a new restaurant to be located at 18201 Harlem Avenue. This location was a previous restaurant (Tin Fish) that closed at the beginning of COVID. The Group is seeking to open a full-service restaurant, RJ's Seafood Co, this upcoming December. A Class A Liquor License allows for the sale of all alcoholic liquor on the premise.

Request: Award a Class A Liquor License to the Francesca's Restaurant Group (RJ's Seafood Co, LLC) located at 18201 Harlem Avenue.



Interoffice Memo

Date: September 7, 2021

To: Committee of the Whole (Board of Trustees)
Dave Niemeyer, Village Manager

From: Daniel Ritter, AICP
Senior Planner

Subject: Zoning Regulation of Tobacco-Related Uses

Background and Discussion

Planning staff periodically reviews the appropriateness and adequacy of various Zoning Ordinance regulations for any potential issues or inconsistencies. A lack of specific regulations related to tobacco and other related uses (vaping, e-cig, hookah, nicotine products, etc.) was noticed as a potential concern.

Staff notes that tobacco-related uses are not specifically defined or regulated in the Zoning Ordinance. Since the adoption of the current Zoning Ordinance in 1978, tobacco-related uses have been regulated under a generic "Retail Stores" definition. Generic "Retail Stores" are permitted in the B-2 (Community Shopping) and B-3 (General Business and Commercial) zoning districts and prohibited in all others. Tobacco-related retail establishments have grown in popularity and evolved significantly over the years. These uses may pose some unique concerns related to their locations and overall regulation, as compared to other types of "retail stores".

Staff is looking for direction on the desire to make a specific tobacco-related use, the preferred locations of such businesses, and how they should be regulated (permitted, special use, prohibited, etc.) If changes are desired, staff will research and draft potential amendment options. Zoning Ordinance Amendments are reviewed by Plan Commission, who will provide a recommendation to the Village Board on the proposed changes.

**PUBLIC
COMMENT**

ADJOURNMENT