

**NOTICE - VILLAGE OF TINLEY PARK**  
**MEETING OF THE COMMITTEE OF THE WHOLE**

**NOTICE IS HEREBY GIVEN** that a Committee of the Whole Meeting of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, January 18, 2022, beginning at 6:00 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. ROLL CALL
3. CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD ON JANUARY 4, 2022.
4. CONSIDER CLASS E LIQUOR LICENSE REQUEST - AVOCADO THEORY.
5. CONSIDER CLASS E LIQUOR LICENSE REQUEST - GOLDEN CORRAL.
6. CONSIDER CLASS A LIQUOR LICENSE REQUEST - HILLTOP TAP (FORMER TRIBES LOCATION).
7. CONSIDER AMENDMENT TO TITLE III CHAPTER 32 REGARDING THE ADVISORY COMMISSION ON LABOR & DEVELOPMENT.
8. CONSIDER AMENDMENT TO CHAPTER I SECTION 100 OF ORDINANCE 2016-O-055 REGARDING GENERAL REQUIREMENTS.
9. CONSIDER GEOGRAPHIC INFORMATION SYSTEM (GIS) CONSORTIUM CONTRACT WITH MUNICIPAL GIS PARTNERS, INC.
10. CONSIDER SUBSTANTIAL DEVIATION TO THE RESIDENCES AT BROOKSIDE GLEN AS IT RELATES TO THE MAGNUSON APARTMENTS.
11. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

NANCY M. O'CONNOR, VILLAGE CLERK

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**ROLL**

**CALL**

**MINUTES**  
**Meeting of the Committee of the Whole**  
**January 4, 2022 – 5:30 p.m.**  
**Village Hall - Council Chambers**  
**16250 S Oak Park Ave.**  
**Tinley Park, IL 60477**

**Item #1** - At 5:32 p.m. the special meeting of the Committee of the Whole was called to order.

**Item #2** - Clerk Thirion called the roll. Present and responding to roll call were the following:

Members Present:      W. Brennan, President Pro Tem  
                                 K. Thirion, Village Clerk  
                                 W. Brady, Village Trustee  
                                 D. Galante, Village Trustee (arrived at 5:34 p.m.)  
                                 D. Mahoney, Village Trustee  
                                 M. Mueller, Village Trustee  
                                 C. Sullivan, Village Trustee  
                                 M. Glotz, Village President

Members Absent:

Staff Present:            P. Carr, Village Manager  
                                 H. Lipman, Assistant Village Manager  
                                 J. Urbanski, Public Works Director  
                                 A. Ardolino, IT Manager  
                                 M. Walsh, Police Chief  
                                 P. O'Grady, Village Attorney

Others Present:

**Item #3 - CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD DECEMBER 21, 2021** – Motion was made by Trustee Mueller, seconded by Trustee Mahoney, to approve the minutes of the Committee of the Whole meeting held on December 21, 2021. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Sullivan. Nays: None. Absent: Galante. President Pro Tem Brennan declared the motion carried.

**Item #4 – CONSIDER AWARDING A CONTRACT TO STEVE SPIESS CONSTRUCTION, INC., FOR THE LAGRANGE ROAD SEWER AND WATER EXTENSION POST 20** – John Urbanski, Public Works Director, presented the project which consists of the construction of a new lift station including grading, new access driveway, landscaping, approximately 600 lineal feet of 6” force main, 3200 lineal feet of 12” water main, 2000 lineal feet of 15” sanitary sewer, and other miscellaneous items of work.

Nine (9) bids were received and publicly read on December 22, 2021. A bid alternate was included and selected to construct the higher quality and cosmetically pleasing building that will match the previously constructed lift station buildings in the Village. The lowest responsible bidder was Steve Spiess Construction, Inc.

<u>Contractor</u>	<u>Location</u>	<u>Base Bid Total</u>	<u>Alternate Bid Total</u>
Steve Spiess Construction, Inc.	Frankfort, IL	\$1,943,599.60	\$2,012,169.60
Airy's Inc.	Joliet, IL	\$1,990,000.00	\$2,079,132.00
Austin Tyler Construction, Inc.	Elwood, IL	\$2,052,639.30	\$2,129,639.30
M & J Underground	Monee, IL	\$2,257,137.00	\$2,324,163.24
D Construction	Coal City, IL	\$2,348,907.10	\$2,428,907.10
H. Linden & Sons	Plano, IL	\$2,793,920.00	\$2,768,920.00
Swallow Construction	Chicago, IL	\$2,800,780.00	\$2,853,330.00
Trine Construction Corp.	St Charles, IL	\$2,914,130.30	\$2,979,292.30
John Burns Construction Co.	Orland Park, IL	\$3,564,059.50	\$3,496,059.50
Engineer's Estimate		\$2,790,000.00	

Motion was made by Trustee Mahoney, seconded by Trustee Sullivan to recommend awarding a contract to Steve Spiess Construction, Inc. for the LaGrange Road Sewer and Water Extension Post 20 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 OF COMPUTERS AND SOFTWARE FROM HEARTLAND BUSINESS SYSTEMS FOR POLICE DEPARTMENT VEHICLES** – Anthony Ardolino, IT Manager, presented the purchase of computers and software for Police Department vehicles. Included are twenty (20) laptops, a five-year bumper-to-bumper warranty, 20 vehicle docking stations, and ten (10) instances of required 911 dispatch software.

The laptop purchase will bring the total number to 48 units, a net gain of 10. The Heartland Business Systems quote consists of 20 Getac S410 laptops with a 4G LTE cellular capability, a 5-year bumper-to-bumper warranty, a Havis vehicle dock, and the appropriate power cables.

The Central Square quote consists of the various software applications needed on the 10 (ten) net new laptops.

President Pro Tem Brennan asked if the equipment is on a rotating replacement schedule. Mr. Ardolino replied it is not currently however that is the goal.

Trustee Brady inquired as to the install completion date. Mr. Ardolino anticipates within one month of receipt of the equipment.

Motion was made by Trustee Sullivan, seconded by Trustee Brady to recommend the purchase of computers and software from Heartland Business Systems for Police Department vehicles 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 PURCHASE OF POLICE IN-VEHICLE PRINTERS AND EQUIPMENT FROM CDS OFFICE TECHNOLOGIES** – Motion was made by Trustee Mueller, seconded by Trustee

Mahoney to move the discussion of Item #6 to after Item #8. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Mr. Ardolino presented the Police in-vehicle printer purchase. This purchase will include 65 printers, a five-year warranty, 65 powered mounting stations, 65 power car adapters, and various cables for connectivity.

With the implementation of an electronic ticket system, police need to provide citation information to violators in the field. This purchase will ensure all relevant police vehicles will be equipped with a printer capable of printing citations and other relevant information.

To receive the lowest pricing three vendors were sent specifications regarding the devices, and each submitted a quote. In addition, an alternative printer make/model was also considered to ensure the selected solution was the most budget-conscious. The lowest cost provided was \$54,892.50 by CDS Office Technologies.

Motion was made by Trustee Mahoney, seconded by Trustee Brady to recommend the purchase of Police in-vehicle printers 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 CONTRACT FOR ELECTRONIC TICKETING AND ONLINE PAYMENT WITH DACRA LLC AND VIOLATIONS PAYMENT.COM LLC** – Mr. Ardolino presented the agreements with DACRA Tech LLC and Violations Payment.com LLC for electronic ticket solution with web payment.

The DACRA Tech solution will allow officers to enter violation data on a laptop and print this information via an in-car printer. The DACRA solution will replace the Village's adjudication software and significantly reduce additional work effort from the police records staff.

Violations Payment.com provides a website for online payments; violations may still be paid in-person at a Village facility. If a customer chooses to pay online, a convenience fee will be assessed to the customer. Online payments are subject to a transaction fee of 1.77%, this fee will not be assessed to the customer.

Implementation costs of \$15,000 include staff training and an interface that will electronically push financial data into the Village's ERP system. An ongoing fee of \$2,000 per month includes an allowance for 600 citations, maintenance costs, and hosting fees. Each ticket above the 600 allowances is \$3 per citation.

Matt Walsh, Police Chief, stated Will County will be mandating electronic ticketing, with Cook County to follow soon.

Trustee Brennan asked how many citations are issued each month. Chief Walsh stated the number fluctuates each month, with approximately 5000 citations issued per year.

Trustee Sullivan asked if citations will be sent via email. Mr. Ardolino stated a physical copy of the citation will be issued.

Motion was made by Trustee Mueller, seconded by Trustee Sullivan to recommend agreements with DACRA LLC for an e-ticket solution with the cost of \$39,000, and with Violations Payment.com LLC to provide a web portal for online payments for DACRA e-ticket violations 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 - CONSIDER CONTRACT FOR COLLECTIONS OF UNPAID FINES FOR MUNICIPAL VIOLATIONS WITH MUNICIPAL COLLECTION SERVICES LLC** – Mr. Ardolino presented the agreement with Municipal Collection Services LLC to collect unpaid fines for municipal violations.

With the planned implementation of electronic ticketing through DACRA, the Village will have the ability to integrate a collections service with the new application.

This agreement will allow Municipal Collection Services to electronically receive information from our e-ticketing solution regarding unpaid fines for municipal violations which have been issued properly and processed through our adjudication system.

The term of the contract is 36 months. Municipal Collection Services will take 28% of the balance of the amount collected on each debt.

Trustee Brady inquired as to how many fines are outstanding. Mr. Ardolino stated he would defer to Finance for this information adding this number would include non-police-related violations.

Motion was made by Trustee Galante, seconded by Trustee Mahoney to recommend an agreement with Municipal Collection Services, LLC, to collect unpaid fines for municipal violations be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem declared the motion carried.

**Item #9 – RECEIVE COMMENTS FROM THE PUBLIC** –

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

Motion was made by Trustee Sullivan, seconded by Trustee Mahoney, 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 motion carried and adjourned the meeting at 5:48 p.m.

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# Interoffice Memo

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**Date:** January 12, 2022

**To:** Village Board of Trustees

**From:** Hannah Lipman, Assistant Village Manager

**Subject:** Avocado Theory – Class E Liquor License

**Background:**

Avocado theory, located at 17302 Oak Park Avenue, recently opened in 2021. The restaurant serves unlimited ways to enjoy avocado, along with many other menu items. The petitioner, Krunal Patel has approached the Mayor's Office seeking a liquor license to sell beer and wine. One feature of Avocado theory is the garage door, that allows for an open air concept in warmer months. Mr. Patel would like to allow customers to purchase beer or wine, especially to enjoy on warmer days with the open air concept.

**Request:**

The petitioner, Krunal Patel, is requesting a Class E Liquor License (beer and wine sales only).



# Interoffice Memo

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**Date:** January 12, 2022

**To:** Village Board of Trustees

**From:** Hannah Lipman, Assistant Village Manager

**Subject:** Golden Corral – Class E Liquor License Request

**Background:**

Golden Corral, located at 6803 W 159<sup>th</sup> St., is a buffet chain with about 70 employees who work at the Tinley Park location. As they are a family-friendly establishment, their model hasn't included service of alcohol. However, as a result of COVID-19, Golden Corral has experienced many difficulties. In 2020, they had been left with no choice but to close until late June when Phase 4 of the Restore Illinois Plan took effect because of their business model; carry-out and outdoor dining would not have been feasible for buffet style service. The petitioner did approach the Board in July of 2020 seeking a license, but the Board did not approve. As they try to move forward and attract steady business back to their establishment, they will continue to face challenges to accommodate safety guidelines. With small margins, the hope is that a liquor license may help provide additional revenue to keep the operations going.

**Request:**

The petitioner, Bhavin Patel, is seeking a Class E license (beer and wine only).





# Interoffice Memo

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**Date:** January 12, 2022

**To:** Village Board of Trustees

**From:** Hannah Lipman, Assistant Village Manager

**Subject:** Hillgrove Tap – Class A Liquor License Request

**Background:**

The petitioners, Joe Christiano and Joe Elsey, have approached the Mayor's Office seeking a Class A liquor license for a new restaurant/bar concept in the former Tribes location (171<sup>st</sup> and LaGrange Road). The concept will be named Hillgrove Tap, which originally opened in December of 2015 in Western Springs (800 Hillgrove Ave.). Hillgrove Tap is a family restaurant, sports bar, and neighborhood gathering place.

Hillgrove Tap takes pride in their upscale bar menu with plenty of appetizers, salads, burgers, sandwiches and entrees, along with great cocktails, 24 tap beers, and 70 other beers in bottles and cans. They are also big into sports with large flat screen TV's for all of their guests' sports' requests. The petitioners plan on including a nice size party room in the space for occasions such as birthdays, rehearsal dinners, showers, corporate meetings, all holidays and sports' teams that want to gather.

Both Mr. Christiano and Mr. Elsey have worked with the Francesca Restaurant Group and have experience in owning other restaurants. The petitioners will be putting several hundred thousand dollars worth of improvements into this location.

**Request:**

The petitioners are seeking a Class A Liquor License. Note, there will be a video gaming request in the coming months as well.

December 5, 2021

Dear Mayor Glotz,

I am writing this letter to inform you that Joe Christiano and I are in the process of signing a lease at the Former Tribes location in Tinley Park (191<sup>st</sup> & LaGrange Road). We will be opening my concept named Hillgrove Tap, which originally opened in December of 2015 in Western Springs, Illinois (800 Hillgrove Ave. 60558). Hillgrove Tap is a family restaurant, Sports Bar, Tap House & neighborhood gathering place all rolled into one. Joe Christiano is one of the owners of Phoenix Kitchen & Cocktails in Homer Glenn. We have both worked with the Francesca restaurant group together about 20 years before going independent.

Hillgrove Tap takes pride in our upscale bar menu with plenty of appetizers, salads, burgers, sandwiches & entrees. Along with great cocktails, 24 tap beers, 70 other beers in bottles and cans, and impeccable service Hillgrove Tap is a staple in the Western Suburbs.

We are also big into sports with 17 large flat screen TV's for all of our guests' sports' requests. We plan to have many flat screens at the Tinley Park location. We also take pride in providing a party space for any occasion such birthdays, rehearsal dinners, showers, corporate meetings, all holidays and sports' teams that want to hang out. We will add a nice size party room at the Tinley Park space to provide the community with another great choice for events.

We would like to apply for a Class AV license and understand this is the first step of the process. We are extremely excited for the opportunity to bring Hillgrove Tap to Tinley Park.

I also attached a "slide show" of Hillgrove Tap and what we are all about.



# Hillgrove Tap



Craft Beer & Food in a lively family-friendly atmosphere, downtown Western Springs, IL.

# Who We Are:

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## The Inception of Hillgrove Tap

Chris Elsey opened Hillgrove Tap on December 4, 2015. Hillgrove Tap is the official Sports Bar of Western Springs and a favorite in the Western Suburbs.

Hillgrove Tap is an awesome restaurant that takes great food and impeccable personalized service to the next level.



For Chris, Hillgrove Tap was a dream that became reality and he is excited to continue to work with his great staff ensuring great food, impeccable service, and an energetic atmosphere on each visit!

“It was a concept I had. I love sports, beer and great food, and I had it in my back pocket to open up a place that fit that concept.”  
-Chris Elsey

## Located in a Prime Spot

Nestled on the corner of Wolf Road and Hillgrove Avenue, Hillgrove tap sits at 800 Hillgrove Ave. in Western Springs. Centered in the downtown area and next to the metra, making it perfect for anyone to conveniently stop in and take notice of its fun and energetic atmosphere.



"It's right here off Wolf Road in downtown Western Springs, and it's right off the Metra line. People come off the train and grab carryout all the time, and we also have quite a few pub crawls, where people ride the train and get off in different towns along the way!" -Chris Elsey

# What We Do:

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## Delivering Quality Experiences

Hillgrove Tap delivers great experiences to all of our guests. Hillgrove Tap is a casual restaurant with top-notch food, while also offering of more than 80 beers, 24 on tap and 60 in bottles and cans.

The food menu offers a variety of options. From our delightful appetizers, fresh salads, and savory burgers, to our delectable sandwiches and mouth-watering entrees, with some many choices, you can never go wrong. The menu paired with our great service keeps us consistently busy year round.

## Ask Our Guests

Hillgrove Tap's fun, relaxed atmosphere with great food, perfect cocktails, awesome beer list, and excellent service make it a perfect fit for anyone.

We're very kid friendly with many young families in Western Springs. We have a wide range of guests from young to older out to have a good time, watching sports, visiting, enjoying a beer and getting some good food.

We have a lot of regulars who come in, and we have people come from other local suburbs. The amount of repeat guests is staggering and we build more and more regulars daily!

★★★★★

... Outstanding beer selection and wonderful staff. The food was delicious and our waitress was personable and awesome...

**YOU WILL NOT BE DISAPPOINTED.**

**BRENNAN**

★★★★★

The meals and service were beyond our expectations.

I really loved the environment of this spot. Amazing restaurant to take my family out for dinner.

**DOUGLAS**



★★★★★

Everything about this place is great. The service is always attentive but not over bearing. The beer selection is fantastic. The food is always great.

**PAUL**



**FIRST TIME AT HILLGROVE TAP**

# More on Us:

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**Are you ready for a food & drink coma?**

Hillgrove Tap offers seasonal specials with each change of the season. Whether it's adding some salads during the summer or sprinkling in more rustic entrees such as meatloaf or Pasta in the Fall and Winter, we keep our menu fresh and on par each passing month!

Some offerings are a little different than most places, such as a Sausage Platter, Nacho Bites and our favorite, the poutine- which is made with waffle fries, milk-braised pork shoulder, gravy, cheese curds and scallions.



## KICKOFF

**GUACAMOLE** avocado, tomato, onion, cilantro & lime \$8.50

**CHICKEN WINGS** barbeque, spicy buffalo or honey sriracha, served with carrots, celery, your choice of blue cheese or ranch half (6) / full (12) - bone-in \$9.50 / \$15.50 or boneless \$11.50 / \$17.50

**HILLGROVE SLIDERS** American cheese, lettuce, onion, tomato, pickle & jump-off sauce on a mini pretzel bun (3 sliders) \$11.50

**HILLGROVE CHILI** scallions, cheese & sour cream \$4.00 / \$6.00

**SOUP OF THE DAY** \$3.00 / \$5.00

**NACHO BITES** BBQ pulled pork, refried beans, Chihuahua cheese, Pico de Gallo, sour cream & Sriracha mayo \$10.50

**NACHO PLATTER** shredded lettuce, pico de gallo, shredded cheddar & cotija served with sour cream, sliced jalapeño & refried beans \$12.50 (add chicken +\$4.50 / add barbeque pork +\$4.00)

**QUESADILLA** flour tortilla filled with queso Chihuahua & cheddar cheese, served with sour cream & pico de gallo \$7.50 (add chicken, veggies or ground beef +\$4.00 / add shrimp +\$7.50 / add steak +\$9.50)

**HILLGROVE POUTINE** waffle fries, milk-braised pork shoulder, gravy, cheese curd & scallions \$13.50

**PRETZEL** large soft pretzel, beer cheese dip & whole grain mustard \$

**FRIED MOZZARELLA** mozzarella rolled in Italian seasoning & breadcrumbs, tomato dipping sauce \$9.50

**MAC N CHEESE** cheddar, bacon & scallions \$10.50

**CATIO'S FISH TACOS** beer battered cod, corn tortilla, Sriracha mayo slaw & Pico de Gallo \$12.50

**HUMMUS** chickpea hummus served with feta cheese, olives, tomato, carrots, celery & warm pita \$14.50

**TAP TUNA** sliced ahi tuna, arugula, pineapple, watermelon, ginger dressing & balsamic glaze \$17.50

## FIRST QUARTER

▲ add chicken +\$4.50 / add shrimp +\$7.50 / add steak +\$9.50

**HILLGROVE SALAD** mixed greens, feta, tomatoes, snow peas, black olives & House vinaigrette \$6.50 / \$10.50 ▲

**WEDGE SALAD** iceberg wedge, bacon, red onion, grape tomatoes, blue cheese crumbles & blue cheese dressing \$13.50 ▲

**AVOCADO SALAD** boston lettuce, arugula, avocado, red onion, tomatoes, baby corn & cotija cheese \$13.50 ▲

**CAESAR SALAD** romaine lettuce, creamy Caesar dressing & garlic croutons \$11.50 ▲

**COBB SALAD** grilled chicken, avocado, bacon, tomatoes, romaine lettuce, blue cheese crumbles, hard boiled egg & blue cheese dressing \$14.50

**STEAK SALAD** mixed greens, flat iron steak, tomatoes, avocado, crispy onions & House vinaigrette \$19.50

## SECOND QUARTER

■ single D double / add thick-cut bacon +\$4.00  
served with thin-cut fries (sub onion rings or sweet potato fries) +\$2.00

**HILLGROVE CHEESEBURGER** American cheese, lettuce, caramelized onions, tomato, pickle & jump-off sauce on a burger bun \$11.50 ■ / \$15.50 D

**BEER CHEESEBURGER** smoked Gouda beer cheese, crispy onions & grain mustard on a pretzel roll \$11.50 ■ / \$15.50 D

**DIABLO BURGER** seasoned with chili salt, topped with fresh jalapeño, pepper jack cheese, Sriracha mayo, shredded lettuce & crispy onions on a burger bun \$12.50 ■ / \$16.50 D

**JOHNNY'S BRUNCH BURGER** thick-cut bacon, fried egg, cheddar, lettuce, tomato, onion & pickle on a burger bun \$13.50 ■ / \$17.50 D

**VEGGIE BURGER** arugula, red onion, tomato, pepper jack, lemon & olive oil on a whole wheat bun \$13.50

**PATTY MELT** Swiss cheese & grilled onions on rye bread \$11.50

# Food Menu

## THIRD QUARTER

add thick-cut bacon +\$4.00

served with thin-cut fries (sub onion rings or sweet potato fries) +\$2.00

**FRENCH DIP** sliced roast beef, melted provolone cheese, au jus & horseradish sauce, served on toasted French baguette \$14.50

**CAMMY'S BLT** thick-cut maple bacon, lettuce, tomato & mayo on pullman bread \$13.50

**CAROLINE'S GRILLED CHEESE** American, Swiss, cheddar, pepper jack & cheese curd on pullman bread \$12.50

**GRILLED CHICKEN CLUB** sliced grilled chicken, avocado-tomato salad, red onion, double-cut bacon & honey dijon served on toasted French bread \$13.50

**TURKEY WRAP** turkey, bacon, avocado, lettuce, tomato & mayo \$12.50

**REUBEN** corned beef, Swiss cheese, sauerkraut & thousand island on rye \$13.50

**CHICKEN SANDWICH** fried chicken thigh, American cheese, Sriracha mayo slaw & pickles on a burger bun \$13.50

**STEAK SANDWICH** grilled flat iron steak, garlic toasted French baguette, sautéed red pepper, red onion, jalapeño, lettuce & melted jack cheese \$18.50

 **BRATWURST** jumbo brat on a pretzel hoagie with caramelized onions & whole grain mustard \$9.00

**PULLED PORK** BBQ pork & Sriracha mayo slaw on a pretzel bun \$12.50

## FOURTH QUARTER

**CHIMICHURRI STEAK** flat iron steak with Chimichurri sauce with roasted veggies & potatoes \$23.50

**FISH AND CHIPS** beer battered Atlantic cod with thin-cut fries & tartar sauce \$15.50

 **SAUSAGE PLATTER** Thüringer, Käsekrainer & Knackwurst with sauerkraut & roasted potatoes \$16.50

**LINGUINE SCAMPI** linguine tossed with jumbo shrimp, asparagus, garlic, lemon & white wine sauce \$19.50

**SALMON FRESCA** grilled salmon, avocado, red onion, tomato, olive oil & balsamic vinegar \$21.50

## OFFSIDE

**SWEET POTATO FRIES** served with cinnamon butter \$6.50

**ONION RINGS** served with Sriracha mayo \$6.50

**ROASTED VEGETABLES** seasonal roasted vegetables \$6.50

**GRILLED SHRIMP** three pieces \$7.50

**MAC N CHEESE** cheddar, bacon & scallions \$7.50

## TWO MINUTE WARNING

**TIRAMISU** ladyfingers with mascarpone cheese, cocoa, and chocolate sauce \$7

**SKILLET COOKIE** chocolate chip cookie with vanilla bean gelato & fudge sauce \$9

# Drinks & Specials



## HOUSE COCKTAILS

**HILLGROVE OLD-FASHIONED \$13**  
Bulleit bourbon rye, maple-smoked, 18.21 prohibition bitters

**SUMMER MULE \$11**  
Tito's vodka, house-made grapefruit syrup, lime, grapefruit, ginger beer

**GIN & BERRIES \$11**  
New Holland Knickerbocker gin, Giffard Vanilla de Madagascar, Q tonic, blueberry, lemon

**CUCUMBER JALAPENO MARGARITA \$10**  
Cimarron Blanco tequila, cucumber, jalapeno, lime, spiced rim

**PINEAPPLE CILANTRO LEMONADE \$10**  
Pineapple-infused Elevate Vodka, Cilantro, Lemon, Soda

**SALTY DOG \$10**  
Tattersall Vodka, Tattersall Grapefruit Crema, Grapefruit, Pinch of Salt, Soda, Salted Rim



## HAPPY HOUR

MONDAY - FRIDAY 4PM - 6PM  
DINE IN ONLY

**CHICKEN WINGS (6) \$7**

**HILLGROVE SLIDERS \$9.50**

**FRIED MOZZARELLA \$7**

**PRETZEL \$5.50**

**ONION RINGS \$4.50**

**SWEET POTATO FRIES \$4.50**

DRINKS

**COSMO & LEMON DROP MARTINIS \$6**

**DOMESTIC BUCKETS (6) \$14**

**HOUSE RED & WHITE WINE BY THE GLASS \$6**

**COORS LIGHT DRAFT \$3**

**HOUSE WHISKEY \$5**

hillgrovetap.com



## DAILY SPECIALS

DINE-IN ONLY

**MONDAY MAC & MULES**  
MAC & CHEESE \$8  
HOUSE MULES \$6

**TUESDAY TACOS & TAPS**  
\$2 OFF FISH TACOS  
SELECT CRAFT TAPS \$5

**WEDNESDAY WINGS & WHISKEY**  
CHICKEN WINGS (6) \$7  
HOUSE WHISKEY \$5

**THURSDAY PRETZELS & BEER**  
HALF OFF ALL TAPS (EXCLUDES BEER OF THE MONTH)  
PRETZEL \$6  
SAUSAGE PLATTER \$14

**SUNDAY FUNDAY**  
MARGARITAS & BLOODY MARYS ALL DAY \$6  
SELECT CRAFT TAPS \$5  
HILLGROVE SLIDERS \$9

**PARTY AT HILLGROVE TAP!**  
PRIVATE ROOMS & CATERING PACKAGES AVAILABLE

hillgrovetap.com

\*Beer Selections are made in house and available in person

## WHITE WINE

	gl	btl
Farmhouse White Blend	California	\$8 \$32
Castle Rock Chardonnay '18	Columbia Valley	\$7 \$28
Hess Chardonnay '18	Monterey Co., CA	\$8 \$32
Double T Chardonnay '17	Napa Valley	\$12 \$48
The Seeker Sauvignon Blanc '19	New Zealand	\$8 \$32
Milbrandt Traditions Pinot Gris '19	Columbia Valley, WA	\$8 \$32
Four Graces Pinot Gris '19	Willamette Valley	\$12 \$48
Olianas Vermentino '19	Italy	\$12 \$48

## SPARKLING & ROSÉ

E. Guigal Cotes du Rhone Rose '20	France	\$9 \$36
Zonin Prosecco	Italy	\$8 \$32

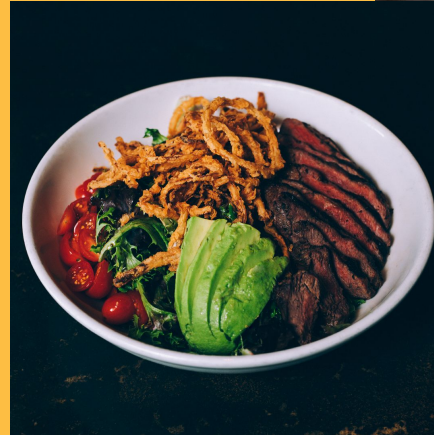
## RED WINE

Avalon Red Blend '17	California	\$7 \$28
Castle Rock Pinot Noir '18	California	\$8 \$32
Raeburn Pinot Noir '19	Russian River Valley	\$59
Tinto Negro Malbec '18	Uco Valley	\$10 \$40
Rabble Zinfandel '18	Paso Robles	\$12 \$48
Lyeth Cab Sauvignon '19	California	\$10 \$40
Durant & Booth Cab Sauvignon '18	Napa Valley	\$64

## Let's talk business.

Business has been strong at Hillgrove Tap, which employs about 35 people. We receive many compliments on our professional and overly friendly staff. We also take pride in hiring many local High School and College kids making sure to teach them about responsibility, hard work, and teamwork.

We were able to expand back in 2016 and turned some extra space it into a party room, which has seating for 50 guests. We do a lot of parties in there, and when we don't have parties, it's great for overflow.



# One Last Peek



**BEER TO-GO  
CASE OFFERED!**



**MONDAY - FRIDAY 4-6PM  
HAPPY HOUR**

## DAILY SPECIALS

*Monday*  
**HOUSE MULES** \$6

*Tuesday*  
**SELECT CRAFT BEERS** \$5

*Wednesday*  
**HOUSE WHISKEY** \$5

*Thursday*  
**HALF-OFF ALL TAPS**

*Sunday*  
**MARGARITAS &  
BLOODY MARYS** for All day \$6

**More About Us Online**

[Instagram](#)

[Facebook](#)

[Our Website](#)



# Interoffice Memo

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**Date:** January 14, 2022

**To:** Village Board

**From:** Hannah Lipman, Assistant Village Manager

**Subject:** **Advisory Commission on Labor and Development – Duties of the Commission**

The Labor and Advisory Commission was created for the purpose of structuring sound labor policies for public works construction and commercial development that are meant to protect local workers, contractors, and taxpayers while supporting fair contracting within the Village.

Over the past few months, the Labor and Advisory Commission has had in depth discussions with Village staff as it relates to development – both residential and commercial. With the various types of development projects happening in the Village, staff has asked the Commission to clarify the types of projects and furthermore, establish a project cost threshold, for those projects which go before the Commission.

This amendment to the code establishes a \$750,000 threshold for commercial developments or multi-family residential (as defined in the Zoning Code), to provide clear direction to Village staff.

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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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**ORDINANCE  
NO. 2022-O-003**

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**AN ORDINANCE AMENDING TITLE III CHAPTER 32 REGARDING  
THE ADVISORY COMMISSION ON LABOR AND DEVELOPMENT**

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

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

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**ORDINANCE NO. 2022-O-003**

**AN ORDINANCE AMENDING TITLE III CHAPTER 32 REGARDING  
THE ADVISORY COMMISSION ON LABOR AND DEVELOPMENT**

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

**WHEREAS**, the Village of Tinley Park (“Village”) adopted Ordinance No. 2021-O-021, which established an Advisory Commission on Labor and Development (the “Commission”) to structure sound labor policies for public works construction and commercial development that protects local workers, contractors, and taxpayers, while supporting fair contracting in the Village; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to specify which projects are subject to review by the Commission; and

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

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

**SECTION 2:** That Title III Chapter 32 of the Village of Tinley Park Municipal Code entitled “DEPARTMENTS, BOARDS, AND COMMISSIONS” is hereby amended by adding the following underlined language as follows:

***ADVISORY COMMISSION ON LABOR AND DEVELOPMENT***

§32.401      **PURPOSE AND ESTABLISHMENT.**

There is hereby established a commission that shall be known as the Advisory Commission on Labor and Development, (hereinafter referred to as “Commission”), created for the purpose of structuring sound labor policies for public works construction and commercial development that protect local workers, contractors, and taxpayers, while supporting fair contracting in the Village of Tinley Park. The Commission will make its findings and recommendations to the President and

Board of Trustees, as well as other governmental agencies, upon direction of the Corporate Authorities.

§32.402 POWERS AND DUTIES.

The Commission shall, from time to time, either by itself or in cooperation with other governmental entities or private concerns, provide advice and recommendations to be considered by the President and Board of Trustees. Such advice and recommendations shall aim to incentivize responsible local development while protecting the interests of local workers, contractors, and taxpayers.

The Commission shall review any development or construction activity, involving the construction, reconstruction, remodeling, renovation, repair, maintenance activity, or demolition of any commercial building or structure, or any multi-family residential structure as defined in the Zoning Code, provided that the cost of the work, inclusive of materials and labor, has a reasonable estimated value of more than \$750,000.

Development and construction related activity that meet the above requirements must first proceed before the Advisory Commission on Labor and Development, prior to seeking any review before the Plan Commission.

**SECTION 3:** That this Ordinance shall be in full force and effect from and after its adoption and approval.

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

PASSED THIS 18<sup>th</sup> day of January, 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 18<sup>th</sup> day of January, 2022.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK



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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2022-O-003, “AN ORDINANCE AMENDING TITLE III CHAPTER 32 REGARDING THE ADVISORY COMMISSION ON LABOR AND DEVELOPMENT,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on January 18, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18<sup>th</sup> day of January, 2022.

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VILLAGE CLERK



# Interoffice Memo

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**Date:** January 14, 2022

**To:** Village Board

**From:** Hannah Lipman, Assistant Village Manager

**Subject:** Advisory Commission on Labor and Development – Duties of the Commission

The Labor and Advisory Commission was created for the purpose of structuring sound labor policies for public works construction and commercial development that are meant to protect local workers, contractors, and taxpayers while supporting fair contracting within the Village.

Over the past few months, the Labor and Advisory Commission has had in depth discussions with Village staff as it relates to development – both residential and commercial.

One topic of discussion has been around Contractor requirements. This proposed amendment establishes more thorough requirements for contractors doing business in the Village, and provides for a penalty should those requirements not be met.

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

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**ORDINANCE**  
**NO. 2021-O-0XX**

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**AN ORDINANCE AMENDING CHAPTER I SECTION 100 OF  
ORDINANCE 2016-O-055 REGARDING GENERAL REQUIREMENTS**

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

**WILLIAM P. BRADY**  
**WILLIAM A. BRENNAN**  
**DIANE M. GALANTE**  
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**COLLEN M. SULLIVAN**  
**Board of Trustees**

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**ORDINANCE NO. 2021-O-0XX**

**AN ORDINANCE AMENDING CHAPTER I SECTION 100 OF  
ORDINANCE 2016-O-055 REGARDING GENERAL REQUIREMENTS**

**WHEREAS**, Corporate Officials of the Village of Tinley Park, Cook and Will Counties, Illinois, believe that revisions to Ordinance No. 2016-O-055, are necessary to address contractor fraud; and.

**WHEREAS**, Corporate Officials of this Village of Tinley Park, Cook and Will Counties, Illinois, have reviewed the current Village Code as it relates to contractor regulations and the proposed text revision and provisions; and

**WHEREAS**, the Corporate Authorities of Tinley Park, Cook and Will County, Illinois, concur that it is advisable, necessary, and in the best interests of the residents of the Village of Tinley Park to amend the Village Code to provide certain additional contractor requirements.

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

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

**SECTION 2:** That Section 100, Subsection C entitled "**LICENSING**", of Ordinance 2016-O-055, be, and the same is hereby revised and supplemented to read and provide the following paragraphs:

**1. Additional Requirements of Contractors:**

(A) The following additional requirements shall be imposed on Contractors where an applicant is issued a building permit for the construction, reconstruction, remodeling, renovation, repair, maintenance activity, or demolition of any commercial building or structure, or any multi-family residential structure as defined in the Zoning Code, provided that the cost of the work, inclusive of materials and labor, has a reasonable estimated value of more than \$750,000.

(1) The Contractor has not been excluded, barred or suspended from submitting a bid or being awarded a contract to perform construction work by any federal, state, or local government agency or instrumentality in the three (3) years preceding application for the building permit for violation of any law or regulation requiring the provision of workers compensation insurance to persons working for or under the control of the Contractor as the law may require, misclassifying employees as independent contractors, failure to pay, when due, employer payroll taxes or

employee income tax withholding, failure to comply with wage and hour laws, prompt payment law, or prevailing wage laws;

(2) No court or governmental agency has found or determined in the three (3) years preceding application for the building permit, the Contractor to be in violation of any law or regulation requiring the provision of workers compensation insurance to persons working for or under the control of the Contractor as the law may require, misclassifying employees as independent contractors, failure to pay, when due, employer payroll taxes or employee income tax withholding, failure to comply with wage and hour laws, prompt payment law, or prevailing wage laws;

(3) The Contractor must obtain and maintain appropriate workers' compensation insurance coverage for its employees as required by Illinois law;

(4) The Contractor must properly classify employees as employees rather than independent contractors and treat them as employees for purposes of complying with minimum wage and overtime compensation, workers' compensation insurance coverage, unemployment taxes, social security taxes, and state and federal income tax withholding;

(5) The Contractor must maintain detailed written payroll records and provide such records, upon written request to the Building Official, within five (5) business days of the request;

(6) The Contractor must comply with Illinois Wage Payment and Collection Act with respect to the timely payment of wages; and

(7) If required by law, the Contractor must timely pay contributions to the unemployment insurance benefit fund.

(B) The Building Official, inspector, or his/her designee (hereinafter referred to as "Building Official"), may suspend or revoke the registration of any Contractor upon a determination that the Contractor failed to comply with any one or more of the requirements of paragraph 1(A), subparagraphs (1-7) above. Upon suspension or revocation of the Contractor's license, the Contractor shall cease all work until further notice by the Village. The Village may withdraw the suspension or revocation of the Contractor's license when the Building Official determines, in his/her sole exclusive discretion, that all violations by the Contractor have been satisfactorily remedied.

(C) Any person may file a complaint concerning the possible violation of the requirements of paragraph 1(A), subparagraphs (1-7) above. Each such complaint shall be made and signed by the complaining party and affirmed upon the complainant's personal knowledge or belief under penalty of perjury. Any complaint may also include documents supportive of such complaint. The complaint shall be filed with the office of the Building Official, who shall cause due inquiry or investigation to be made by the Building Official or through a designee. Each licensed Contractor agrees to produce documents or records germane to the issues raised in a written complaint to the Building Official within five (5) business days of the Building Official's written request. Any information provided shall not include any employee addresses, social security numbers and date

of birth. Absent any law to the contrary, the complaint and any documents collected as part of the Building Official's investigation shall be considered Public Records under the Illinois Freedom of Information Act. As set forth in paragraph 1(B) above, the Building Official may suspend or revoke the license of any Contractor upon a determination that the Contractor failed to comply with any one or more of the requirements set forth in paragraph 1(A) subparagraphs (1-7) above. Upon suspension or revocation of the Contractor's license, the Contractor shall cease all work until further notice by the Building Official. The Building Official may withdraw the suspension or revocation of the Contractor's license when the Building Official determines that all violations by the Contractor have been satisfactorily remedied. As provided in Chapter 1, Section 100 subsection L of Ordinance 2016-O-055, the Contractor has the right to appeal the Building Official's determination. In addition, the person who filed the complaint may also appeal the decision of the Building Official in the same manner as provided in Chapter 1, Section 100, Subsection L of Ordinance 2016-O-055.

(D) Upon receipt of a timely appeal, the matter will be considered by the Building Committee at a public meeting where interested parties will be given an opportunity to speak and submit evidence. If the Building Committee finds that one or more violations have occurred, the Building Committee shall uphold the suspension or revocation of the Contractor's license and may refer any documents obtained in the matter to State or Federal prosecutorial authorities for further investigation or prosecution. In addition, if the Building Committee finds that the individual filing the Complaint provided false or materially misleading information and filed a complaint for the purpose of harassment or other reasons inconsistent with this Ordinance, the Building Committee may assess a fine of \$750.00 for each violation.

(E) The Building Official has the right to issue a stop-work order. If, as part of the Building Official's review of information under this Chapter, it is determined that additional Contractors that previously worked on the project or are currently working on the project may also be in violation of any of the provisions set forth in paragraph 1(A), subparagraphs (1-7), the Building Official may issue a stop-work order until such time as assurances can be provided that additional violations of paragraph 1(A), subparagraphs (1-7) will not occur.

## **2. Penalty:**

(A) A Contractor found to have violated any of the conditions and requirements of paragraph 1(A), subparagraphs (1-7) may have its license with the Village of Tinley Park revoked for a period not exceeding three years from the date of such determination.

## **3. Conflicting Terms/Provisions and Effective Date:**

(A) In the event that there is conflict between any and all existing Ordinances and Village Code provisions, or parts thereof, and the terms, provisions and penalties provided for in this Ordinance, the terms, provisions and penalties of this Ordinance shall control.

(B) If any terms, provisions, and penalties provided for in this Ordinance shall be held to be invalid or unenforceable by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Ordinance, and this Village Board hereby expressly acknowledges that it would have enacted this Ordinance even with the invalid portion deleted.

(C) That this Ordinance shall be in effect immediately after its passage by the Village Board, its approval by the President and its publication as required by law..

PASSED THIS \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2021.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. \_\_\_\_\_, “AN ORDINANCE AMENDING [INSERT RELEVANT CODE TITLE OR CHAPTER] REGARDING LICENSING OF CONTRACTORS” which was adopted by the President and Board of Trustees of the Village of Tinley Park on \_\_\_\_\_, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
KRISTIN A. THIRION, VILLAGE CLERK





# Interoffice Memo

---

**Date:** January 12, 2022  
**To:** **Village Board**  
**Cc:** Patrick Carr, Hannah Lipman  
**From:** **Anthony Ardolino**  
**Subject:** GIS Agreement and Annual Renewal.

Presented for January 18, 2022 Committee of the Whole meeting discussion and action:

**Description:** Renew agreement with Municipal GIS Partners to provide Geographic Information System services to the Village.

**Background:** The Village is part of a GIS Consortium where GIS services are provided to the Village by Municipal GIS Partners. In July 2019 due to the financial impact of COVID-19 as a cost savings measure the Village reduced the GIS contract. This renewal is at the same reduced level. The Village may change the scope and service level of this contract at a later date via a board approved addendum.

**Budget/Finance:** Funding is budgeted and available in the approved FY22 operating budget via the accounts 01-16-000-72652, 60-00-000-72652, 63-00-000-72652, 64-00-000-72652

**Staff Direction Request:** Enter into an agreement with with Municipal GIS Partners to provide Geographic Information System services to the Village with the cost of \$138,661.00.

**Attachments:**

1. GIS Consortium service provider contract and Statement of Work to GIS Consortium Service Provider Contract.

## GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “*Contract*”) made and entered into this 1st day of January, 2022 (the “*Effective Date*”), by and between the Village of Tinley Park, an Illinois municipal corporation (hereinafter referred to as the “*Municipality*”), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the “*Consultant*”).

**WHEREAS**, the Municipality is a member of the Geographic Information System Consortium (“*GISC*”);

**WHEREAS**, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the “*Services*”) in connection with the Municipality’s geographical information system (“*GIS*”);

**WHEREAS**, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

**WHEREAS**, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

### SECTION 1 SCOPE OF SERVICES

1.1 Statement of Work. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as *Attachment 1* (“*Statement of Work*”), which shall become a part of and subject to this Contract.

1.2 Supplemental Statements of Work. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract, substantially in the form attached hereto as *Exhibit A*.

1.3 Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

## **SECTION 2 PERFORMANCE OF WORK**

2.1 All work hereunder shall be performed under the direction of the Village Manager or their designee (hereinafter referred to as the “*Municipality Manager*”) in accordance with the terms set forth in this Contract and each relevant Statement of Work.

## **SECTION 3 RELATIONSHIP OF PARTIES**

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers’ compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

## **SECTION 4 PAYMENT TO THE CONSULTANT**

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

(e) The Municipality is a tax-exempt municipality and will provide Consultant with a copy of the Municipality's current sales tax exemption certificate. Consultant shall not charge the Municipality any tax incurred by the Consultant for these Services.

4.2 Service Rates. The service rates set forth in the Statement of Work and Supplemental Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

## **SECTION 5 TERM**

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for **one (1) year** (the "*Initial Term*").

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a "*Renewal Term*").

## **SECTION 6 TERMINATION OF CONTRACT**

6.1 Voluntary Termination. Notwithstanding any other provision hereof, the Municipality may terminate this Contract during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant. The Consultant may terminate this Contract or additional Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

## **SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS**

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or subcontractors (“*Consultant Personnel*”) that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant’s use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. Consultant shall be fully responsible and assumes liability for the acts and omissions of all subcontractors directly or indirectly employed by, or working at the direction of, the Consultant in the performance of the Services.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant’s business.

## **SECTION 8 ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES**

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program. Facilities, equipment, and records include, but are not limited to, the following:

(a) Office space for the Consultant's Personnel. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;

(b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel;

(c) A telephone line and phone to originate and receive outside calls;

(d) A network connection with adequate speed and access to the Internet;

(e) Hardware, software, peripherals, and network connectivity to perform the program objectives efficiently; and

(f) Any Municipality data or record which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all the Municipality's GIS assets that permit the Consultant to continue Services within a reasonable period of time following a disaster or outage. The Consultant shall be responsible for installing, operating and monitoring the backup and recovery systems for all Consultant's assets that permit the Municipality to continue accessing the GIS Materials and Services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

## SECTION 9

### CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the "*Municipal Materials*") are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. "*Third-Party Materials*" shall include, but are not limited to, computer software, script or programming code or other materials owned by third

parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GISC Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the "*GISC Materials*").

(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality's GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality's GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services. The Municipality hereby grants to the Consultant, a royalty-free, non-exclusive, irrevocable license throughout the world to publish modify, transfer, translate, deliver, perform, use and dispose of in any manner any portion of the GISC Materials.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public ("*Confidential Information*"). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant's or Consultant Personnel's possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a

court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GIS Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within four (4) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

9.8 Survive Termination. The provisions of Section 9.1 and 9.4 through and including 9.8 shall survive the termination of this Contract.



## **SECTION 10 LIMITATION OF LIABILITY**

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE**

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the intentional, willful and wanton, negligent and/or gross negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in **Attachment 2** to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

## **SECTION 12 GENERAL PROVISIONS**

12.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "**Act**"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or

remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the “**Applicable Regulations**”)) of minorities and women in the areas from which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant’s behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant’s obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant’s efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the “**Department**”) and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will

promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

12.2 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*

12.3 Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

12.4 Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.5 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.8 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 Attachments and Exhibits. Attachments 1 and 2 and Exhibit A are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment or Exhibit and the text of this Contract, the text of this Contract shall control. In the event of any conflict or inconsistency between the terms of this Contract and any Supplemental Statement of Work, the terms of the Supplemental Statement of Work will govern and control with respect to the term, projected utilization rates, service rates and scope of services.

12.13 Rights Cumulative. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

12.14 Good Faith Negotiation. Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute ("**Dispute**"). Such good faith negotiations shall commence promptly upon a party's receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.15 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality: Village of Tinley Park  
Pat Carr  
16250 Oak Park Ave  
Tinley Park, IL 60477

Attention: Pat Carr  
E-mail: pcarr@tinleypark.org

If to Consultant: Municipal GIS Partners, Incorporated  
Thomas A. Thomey  
701 Lee Street, Suite 1020  
Des Plaines, IL 60016  
Attention: Thomas Thomey  
E-mail: tthomey@mgpinc.com

12.16 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "*Force Majeure*"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.17 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.18 Tort Immunity Defenses. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law.

**[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

**VILLAGE OF TINLEY PARK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

**CONSULTANT:**

**MUNICIPAL GIS PARTNERS,  
INCORPORATED**

By: Donna J. Thomey  
Name: Donna Thomey  
Its: Management Support Specialist

By: Thomas A. Thomey  
Name: Thomas A. Thomey  
Its: President and General Manager

## **Attachment 1**

### **Statement of Work to GIS Consortium Service Provider Contract**

1) General Purpose. The Consultant will perform all or part of the Municipality's geographic information system (GIS) management, development, operation, and maintenance. In addition to supporting the existing GIS program, the Consultant will identify opportunities for continued development and enhancement.

The Municipality will be sharing management, development, maintenance expertise and staffing with other municipalities as a member of the Geographic Information System Consortium (GISC). The benefits to the Municipality include, but are not limited to, collective bargaining for rates and services, shared development costs, and joint purchasing and training.

The Consultant is the sole Service Provider for the GISC and is responsible for providing the necessary GIS professional resources to support this entity. The Consultant will facilitate and manage resource, cost, and technical innovation sharing among GISC members.

2) Service Types. The Consultant will provide two (2) service types. The intent of this distinction is to track specific types of investment without overburdening general operation of the GIS program. Many of these services will go unnoticed but are required to sustain the GIS program. The Consultant will employ reasonable professional discretion when specific direction is not provided. The two (2) services types are as follows:

A. Services related to the direct management, development, operation, and maintenance of the GIS required to reasonably support the system.

B. Services relating to the investigation, research, and development of new functionality and capability for the GIS Consortium and its members.

3) Services. The Consultant will provide the necessary resources to support the GIS program. The allocation of these resources will be reasonably commensurate with the level of expertise required to fulfill the specific task which includes, but is not limited to, the following:

A. The Site Analyst provides the daily operation, maintenance, and support of the program for the Municipality, either physically on-site or remotely (as reasonably determined by the Consultant after consultation with the Municipality with respect to its need). The Site Analyst is responsible for database management and data quality, map and product development, user training and help-desk, project identification and program documentation.

B. The Shared Analyst provides technical support to the Site Analyst and the Municipality including trouble-shooting and project implementation. The Shared Analyst is responsible for developing, testing, and managing the GISC shared solutions including the standard data model and processes, centralized databases, and shared solutions.

C. The Client Account Manager is responsible for the coordination and operation of the program for the Municipality including leadership alignment and reporting, planning and budgeting, resource allocation, and performance management.

D. The Manager is responsible for the overall GISC program including the development and implementation of new shared opportunities based on the direction and instructions of the GISC Board of Directors.

4) Projected Utilization and Service Rates. The service rates set forth below are based on, among other things, the negotiated annual projected utilization of all GISC members. The Consultant shall negotiate annually with the Board of Directors (the “**Board**”) of GISC to adjust the annual projected utilization and service rates for the members of GISC. It is anticipated that the Consultant will submit its proposed annual projected utilization and service rates (the “**Proposal**”) to the Board for approval every year on or about July 31st. Upon the Board’s approval of the Proposal, the annual projected utilization and service rates shall become binding on the Municipality and incorporated into this Contract by reference, which shall automatically become effective on January 1st and remain in effect for the remainder of such calendar year. The approved annual projected utilization and the service rates will be promptly distributed by the Board or the Consultant to the Municipality. Notwithstanding the foregoing, in the event the Board, for any reason whatsoever (including the Board being disbanded) does not approve the Proposal, the Consultant may submit its proposed annual projected utilization and service rates directly to the Municipality by no later than October 1st, and upon written approval by the Municipality shall become effective on January 1st. Consultant agrees that, each year, the new aggregate annual contract value for the Municipality will not exceed the greater of (i) cost-of-living adjustments based on the CPI<sup>1</sup> measured as of the most recent CPI number available prior to submitting the Proposal, or (ii) 3%. The GISC service and projected utilization rates set forth below are effective as of the Effective Date until December 31 of such calendar year:

A. Projected Utilization

1. 989 hours of Site Analyst
2. 255 hours of Shared Analyst
3. 99 hours of Client Account Manager
4. 78 hours of Manager

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<sup>1</sup>For purposes of this Contract, “CPI” shall mean the all items Consumer Price Index for all Urban Consumers in the Chicago-Gary-Kenosha area. In the event that publication or issuance of the Index is discontinued or suspended, the CPI shall be an index published or issued by the United States Department of Labor or any bureau or agency thereof that computes information from substantially the same statistical categories and substantially the same geographic areas as those computed in the CPI and that weights such categories in a substantially similar way to the weighting of the CPI at the Effective Date. The CPI rates, solely for reference purposes, may be accessed at <http://www.bls.gov/ro5/cpichi.htm>, it being understood that the Consultant makes no representation or warranty that the rates published on such website are accurate.



B. Service Rates

1. \$94.11 per hour for Site Analyst
2. \$94.11 per hour for Shared Analyst
3. \$111.44 per hour for Client Account Manager
4. \$135.34 per hour for Manager

Total Not-to-Exceed Amount for Services (Numbers): \$138,661.00.

Total Not-to-Exceed Amount for Services (Figures): One Hundred Thirty Eight Thousand Six Hundred Sixty One Dollars and No Cents.

## Attachment 2

### **To GIS Consortium Service Provider Contract**

#### **Insurance**

##### Consultant's Insurance

Consultant shall procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.

2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto" with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement.

3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance (the policy shall include a 'waiver of subrogation').

B. Minimum Limits of Insurance: Consultant shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages: The Municipality, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.

2. The Consultant's insurance coverage shall be primary as respects the Municipality, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its officials, agents, employees and volunteers.

4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its officials, employees, agents and volunteers as additional insureds

6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*. Consultant agrees to indemnify and defend the Municipality from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Municipality may sustain as a result of personal injury claims by Consultant's employees, except to the extent those claims arise as a result of the Municipality's own negligence.

E. All Coverages: Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Municipality.

F. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.



# Interoffice Memo

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**Date:** January 18, 2022

**To:** Village Board (Board of Trustees)  
Pat Carr, Village Manager

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

**Subject:** Substantial Deviation of the Residences of Brookside Glen (Magnuson Apartments)

The Petitioner seeks a Special Use Permit for a Substantial Deviation from the Brookside Glen Planned Unit Development (PUD) to permit design changes to the previously approved Residences at Magnuson multifamily residential development.

The site is part of the Brookside Glen PUD, approved in 1990, originally planned for a mixture of commercial, office/restricted industrial, and residential uses. The petitioner previously received approval in December 2017 (Ordinance 2017-O-072) for four multi-family residential structures with thirty-six dwelling units per structure, and a clubhouse with various amenities. In the public meetings leading to the 2017 approval, the participants discussed concerns about the scale of the buildings while maintaining valuable amenities and high-quality aesthetics.

#### **Foundation Permit:**

A foundation permit was submitted on August 02, 2018 which consisted of a limited review on the foundation plans, landscaping and geometric plans only. There were three rounds of resubmittals with a final plan approval 12/30/2020 and issued to the developer on January 7, 2020 with conditions. During this process, there were lengthy discussions from staff requesting a letter of credit from the developer for the removal of the foundation in the event the project was to not go forward. While the Tinley Park Building Code provides for issuing foundation only permits this is only on a case by case basis as determined by the building official. There was push back from the developer to provide a Letter of Credit (LOC) and it was noted there was nothing in the Village's Code that required it. This prompted staff to create a policy for foundation only permits which was adopted August 2019 per Ordinance 2019-R-079. The policy requires a LOC to be provided and Village Board approval for this type of permit. Since this policy was adopted, there has been one developer who requested a foundation only permit and they were able to go before Village Board approval and all supporting documents were submitted.

#### **Full Construction Building Permit:**

In October 14, 2020 a review was completed on the full set of construction drawings. It was noted in this review and subsequent reviews afterwards the building elevations did not match the previously approved PUD. Staff met with the developer to discuss these discrepancies. The developer noted the changes are largely due to the developer's change in the exterior wall construction. The exterior wall construction was previously approved in 2017 as precast with adhered thin ½" brick veneer with stained and stamped stone along the exposed foundation. The current proposal is a combination of anchored 4" brick veneer, and adhered ½" thin brick veneer and natural thin stone veneer on a steel stud wall backup. After further

review, it was determined those changes were substantial. The Village hired an outside architectural consultant, Farnsworth Group, to compare the typical east elevation of the residential structures, as that was the only elevation that staff understood was substantially changed from the previously approved PUD. After further review and request of all the elevations, it was noted the Club House elevations were also substantially changed as well as the roof top terrace green roofs and other amenities.

Staff posted for the first Public Hearing to be held on November 18, 2021. However due to some items still needed to be worked out between the developer and staff, it was recommended the public hearing be continued. The public hearing was held on December 16, 2021 and continued until January 6, 2022 where a vote of 5-3 was made to recommend approval of the Special Use in accordance with the listed plans and Findings of Fact in the Staff Report with revised conditions. Open items per the revised conditions include the appearance of the exterior mechanical rooftop units, some form of financial guarantee acceptable to the Village Board, and a construction timeline for completion. In response to the conditions, the petitioner will provide revised documents (elevations) for the next Village Board meeting after they are confident no other changes will be needed.



**PUBLIC  
COMMENT**

**ADJOURNMENT**