

**NOTICE OF SPECIAL MEETING**  
**OF THE COMMUNITY DEVELOPMENT**  
**COMMITTEE**

A Special Meeting of the Community Development Committee is scheduled for  
Tuesday, April 17, 2018, beginning at 6:30 p.m. in the

Council Chambers located at the  
Village Hall of Tinley Park  
16260 South Oak Park Avenue  
Tinley Park, Illinois

A copy of the agenda for this meeting is attached hereto.

Kristin A. Thirion  
Clerk  
Village of Tinley Park

**NOTICE OF A SPECIAL MEETING**  
**OF THE COMMUNITY DEVELOPMENT COMMITTEE**

Notice is hereby given that a special meeting of the Community Development Committee of the Village of Tinley Park, Cook and Will Counties, Illinois, will begin at 6:30 p.m. on Tuesday, April 17, 2018, in the Council Chambers at the Village Hall of Tinley Park, 16250 S. Oak Park Avenue, Tinley Park, Illinois.

1. OPEN THE MEETING.
2. CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL COMMUNITY DEVELOPMENT COMMITTEE MEETING HELD ON JANUARY 9, 2018.
3. DISCUSS VACANT PROPERTY MOWING POLICY.
4. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION  
VILLAGE CLERK

**MINUTES**  
**Special Meeting of the Community Development Committee**  
**January 9, 2018 - 7:15 p.m.**  
**Village Hall of Tinley Park – Council Chambers**  
**16250 S. Oak Park Avenue**  
**Tinley Park, IL 60477**

Members Present: M. Glotz, Chairman  
W. Brady, Village Trustee  
B. Younker, Village Trustee

Members Absent: None

Other Board Members Present: J. Vandenberg, Mayor  
K. Thirion, Village Clerk  
C. Berg, Trustee  
M. Mangin, Trustee  
M. Pannitto, Trustee

Staff Present: D. Niemeyer, Village Manager  
P. Carr, Assistant Village Manager  
S. Neubauer, Police Chief  
F. Reeder, Fire Chief  
D. Riordan, Deputy Fire Chief  
P. Connelly, Village Attorney  
P. Wallrich, Interim Community Development Director  
D. Framke, Marketing Director  
K. Workowski, Public Works Director  
J. Urbanski, Assistant Public Works Director  
R. Zimmer, Executive Assistant to the Mayor  
L. Valley, Executive Assistant to the Manager and Trustees  
L. Godette, Deputy Village Clerk  
L. Carollo, Commission/Committee Secretary

**Item #1** - The Special Meeting of the Community Development Committee was called to order at 7:23 p.m.

**Item #2 – CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL COMMUNITY DEVELOPMENT COMMITTEE MEETING HELD ON DECEMBER 12, 2017** – Motion was made Chairman Glotz, seconded by Trustee Younker, to approve the minutes of the Special Community Development Committee Meeting held on December 12, 2017. Vote by voice call. Chairman Glotz declared the motion carried.

**Item #3 – RECEIVE UPDATE ON THE TINLEY PARK MENTAL HEALTH CENTER REQUEST FOR QUALIFICATIONS** - In anticipation of the State of Illinois completing the Tinley Park Mental Health Center site appraisal, staff recommends beginning the identification

of interested developers to assist the Village Board in making a decision as to whether the Village should purchase the property and sell to an interested developer. The process will begin with a Request for Qualifications (RFQ) in developing the plans proposed by Farr and Associates or alternate ideas. The Village Board would then decide on a list of developers to complete a Request for Proposal (RFP). The process will give the Village multiple options and identify a qualified partner to reach the 280 acres potential. This process is intended only to gather interested developers for consideration.

After speaking with multiple interested developers and Farr and Associates, staff recommends amending the current RFQ to include further details in addressing questions that have been raised to date. Staff also recommends extending the deadline for the RFQ to February 23, 2018, due to overlap of the holiday season. The Community Development Committee was given a copy of the amended RFQ for review.

In addition to the amendments and extension, staff recommends hosting a developer's forum via Webinar to answer questions concurrently. This event can be utilized in creating a frequently asked questions guide to include with the RFQ.

Below is an amended proposed timetable to select a Master Developer for the State-owned Mental Health Center:

- November 14, 2017 - Committee of the Whole: Timetable Presentation
- December 4, 2017 - Economic Commercial Commission: Timetable Presentation
- December 12, 2017 - Village Board: RFQ approval
- December 15, 2017 - RFQ issuance
- January 23, 2018 - RFQ Amended
- February 7, 2018 - Developer Forum
- February 16, 2018 - Deadline for questions
- February 23, 2018 - RFQ due
- March 1, 2018 - Firm interviews

A discussion ensued as to whether a deadline for the RFQ would be flexible and how the Village Board would proceed while waiting for the State of Illinois' appraisal of the property.

**Item #4 – RECEIVE COMMENTS FROM THE PUBLIC** - No comments from the public.

#### **ADJOURNMENT**

Motion was made by Chairman Glotz, seconded by Trustee Brady, to adjourn the Special Meeting of the Community Development Committee. Vote by voice call. Chairman Glotz declared the motion carried and adjourned the Special Meeting of the Community Development Committee at 7:29 p.m.

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# Interoffice Memo

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**Date:** April 10, 2018

**To:** Dave Niemeyer, Village Manager

**From:** Kimberly Clarke, Planning Manager

**Subject:** GRASS MOWING POLICY

## **Executive Summary**

During the spring and summer seasons there are high volumes of calls related to grass and weed violations. Since these issues are seasonal and take considerable staff time, the Community Development Department has researched ways to improve the process for identifying, monitoring and enforcing Village Code for properties in violation of the grass and weed ordinances. The review of violation data over the past two years revealed that 100% of the properties that the Village contracted for mowing as a result of non-compliance, were vacant properties. Vacant properties present additional issues beyond the current enforcement policy for tall grass and weeds. Currently, when a violation is noted, correspondence is sent to the property owner alerting them of the violation and providing 7 days to remedy. Notification is a fairly simple process. Staff uses County records and water billing to locate Owners of Record. Vacant property owners are more difficult to locate since utilities are usually shut off and property ownership may be in foreclosure, receivership or in transition. Due to the additional labor and time involved in dealing with vacant properties, Staff is recommending an alternate method for working with these properties. The increased efficiencies resulting from new protocols dealing with grass/weeds, will allow staff to increase their pro-active efforts for all property maintenance.

Staff is requesting direction on a policy change for contracting out mowing services dealing with grass and weed violations that would allow a mowing contractor to monitor those vacant properties that are chronically in violation.

## **Mowing Policy Background**

The Village's Code Compliance Officers have responded annually to an average of 236 different addresses concerning grass and weed issues. Of these addresses, the Village has contracted for mowing on an "on call" basis an average of 67 times a year to cut grass. Approximately 40% of these properties were to the same addresses and 100% of them were vacant properties. These vacant properties were either abandoned, in the process of being foreclosed upon, bank owned, or vacated by the owner or tenant. The average cost to maintain these vacant properties has

averaged approximately \$9,000 annually for the past 3 years. The ability to recoup this money is difficult due to the trouble locating the property owner. The Village typically will place a lien on the property which takes Staff time and often is not paid for a long period of time.

Current protocol for enforcing the Villages Grass and Weed Ordinances (see Exhibit A for a full outline of the protocol for grass/weed violations) involves several steps including inspections, notification, re-inspection and then if still non-compliant a citation is issued and the mowing contractor is notified to cut the grass. The Code Enforcement Officer then must deal with the court hearings and filing of the lien if the fines are not paid. What exacerbates this process is the additional notification problems when dealing with vacant properties, and since the vacant properties are the only properties that are mowed by the Village this process will have to be repeated for every violation.

### **Proposed New Protocol for Mowing Vacant Properties**

Instead of having a contractor "on-call" to mow the properties on-demand, staff is recommending a change in procedures that will utilize a mowing contractor to maintain those vacant properties that are chronic violators of the ordinance. Rather than having Staff handle each violation occurrence independently; Staff will identify those vacant properties that are in violation and after an initial violation notice the mowing contractor will monitor the grass/weeds and maintain them as necessary throughout the season. This will eliminate Staff's involvement in the monitoring and notification process. Citations will still be handled by Village staff, as will court appearances and placement of liens on the property for non-payment of fines. Even though there will be staff time involved in the enforcement of the Code, there will be a reduction in staff time by eliminating the monitoring, notification and coordination with the mowing contractor responsibilities. (Exhibit B provides the complete protocol for the proposed protocol.

### **Conclusion/Recommendation**

Staff is seeking direction from the Committee to improve efficiencies dealing with grass/weed violations. Staff is recommending a change in current protocol. With the approval of the new mowing protocol for vacant properties the Village can address the nuisances associated with vacant properties more efficiently with current staffing levels at no additional cost to the Village.

## Exhibit A

### Existing Grass/Weed Violation Protocol

1. **Complaint Received**: The Village Code Compliance Officers receives the complaints from the general public which are usually neighbors to the neglected property.
2. **Inspection Scheduled**- The Village Code Compliance Officer inspects the property and if the grass or weeds is over eight (8") inches it is declared a nuisance and must be abated.
3. **Violation Notice Left on Property**: A door hanger can be left at the property advising the owner they have seven (7) days to mow the grass or weeds.
4. **Violation Notice Mailed to Property Owner**: In addition to the door hanger, the Inspector sends a letter to the owner of the property advising them of the seven (7) day notice to abate the violation. The process of identifying the owner of a vacant property can be lengthy.
5. **Re-Inspection**: After seven (7) days, the property is re-inspected. If the violation still exists a citation is issued and a hearing date is assigned.
6. **Citation Issued**: The Village Code Compliance Officer mails out a citation to the property owner and a hearing date is set.
7. **Contact Contractor to Abate Violation**: The Code Compliance Officer contacts our "on-call" contractor and requests for them to cut the grass at the property. Response time can vary depending on their work load.
8. **Court Hearing**: If contact was successfully made with the owners; they appear in court and will be fined for the violation. In addition they must pay the cost for having the grass cut. There is a progressive cost for repeat offenders. The first offense is \$250.00, the second offense is \$500.00 and the third offense is \$750.00.
9. **Lien Property**: Failing to pay the cost of the abatement can result in the property being lienied.
10. **Repeat Process**: The process would be completed if the property violated the ordinance again during the season.

## **Exhibit B-**

### Proposed protocol

1. **Identify Vacant Properties and Send Letters:** Responsible parties will be notified about the grass/weed ordinance and the Village's policy to have a contractor cut the grass if the property is found to be in violation. This will be the owner's only notification from the Village.
2. **Vacant Property List to Approved Contractor:** The vacant property registry list will be provided to the contractor who is then responsible for monitoring the length of the grass.
3. **Inspection Scheduled:** The Contractor will monitor the property on regular basis.
4. **Contractor to Abate Violation:** If a property needs to be cut, the Contractor will document the length of the grass with pre and post photographs along with the date and time. The photos will be emailed to our office and become part of Village records.
5. **Citation Issued:** The Village Code Compliance Officer will mail out a citation to the property owner and a hearing date will be set.
6. **Court Hearing:** Property owner is required to appear in court. The first offense is \$250.00, the second offense is \$500.00 and the third offense is \$750.00. What is often the case with vacant properties, the Village is unsuccessful in contacting the property owner, or they choose not to appear in court.
7. **Lien Property:** At the end of the season, the Code Compliance Officer will review all outstanding grass cutting fees and determine which properties will be liened for the contractor cost for cutting the grass.
8. **Repeat Process:** The process would be repeated if the property violated the ordinance again during the season.



**Village President**  
Jacob C. Vandenberg

**Village Clerk**  
Kristin A. Thirion

**Village Trustees**  
Brian H. Younker  
Michael J. Pannitto  
Cynthia A. Berg  
William P. Brady  
Michael W. Glotz  
Michael J. Mangin

**Village Hall**  
16250 S. Oak Park Ave.  
Tinley Park, IL 60477

**Administration**  
(708) 444-5000  
Fax: (708) 444-5099

**Community Development**  
(708) 444-5100  
Fax: (708) 444-5199

**Public Works**  
(708) 444-5500

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

**John T. Dunn**  
**Public Safety Building**  
17355 S. 68th Court  
Tinley Park, IL 60477

**Fire Department**  
(708) 444-5200  
Non-Emergency  
Fax: (708) 444-5299

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

**Senior Community Center**  
(708) 444-5150



DATE

Property Owner  
Address  
Attn: Property Maintenance  
Tinley Park, IL 60487

To whom it may concern:

The Village of Tinley Park has received a complaint of high grass and/or weeds at **ADDRESS, Tinley Park, IL 60487**. It is the responsibility of the owner to maintain their property and keep the height of the grass under eight (8) inches and to treat the lawn for any weeds. We would ask you to review the situation and make the necessary corrections to conform to Village Codes.

The Village allows seven (7) days from the date this letter is received to comply with our Ordinance. Should circumstances prevent you from meeting this time-frame, we would ask that you contact our Building Department to work out an approved time extension.

Should the Village not receive a confirmation of the receipt of this letter in seven (7) days, the property will be re-inspected. If the violation has not been corrected, the grass/weeds will be cut down by the Village and a Court appearance with the following fees will be imposed:

First Violation	\$250
Second Violation	\$500
Third Violation	\$750

It is the legal responsibility of the homeowner to keep the weeds maintained and grass cut throughout the growing season. Additionally, it is the home owner's responsibility to cut and maintain the parkway area of the property. Please contact the Building Department at 708-444-5100 with any questions regarding this matter.

**No other notices will be sent throughout the calendar year.**  
Please place this property on a regular maintenance schedule.

We thank you for your assistance in correcting this matter and keeping our Village a great place to live, work, and play.

Sincerely,

*Ken Karczewski*  
Ken Karczewski  
Code Compliance Officer



**The Village of Tinley Park, Illinois**  
**REQUEST FOR PROPOSALS**  
**2018-RFP-xxx**  
**CODE COMPLIANCE ABATEMENT FOR LAWN MOWING**

The Village of Tinley Park is seeking proposals for code compliance lawn mowing services. The Village is requesting written proposals for a contractor to complete nuisance lawn moving abatements at residential and commercial properties.

**GENERAL REQUIREMENTS:** Proposers are to submit five (5) packets. Submit **one original plus four** complete copies of the proposals.

**SUBMISSION LOCATION:** Village of Tinley Park- Clerk's Office  
16250 South Oak Park Avenue  
Tinley Park, IL 60477

**SUBMISSION DATE:** **Friday, April 27, 2018 by noon**  
Proposal received after the time specified will not be opened.

**CONTACT / QUESTIONS:** Submit questions via email to Village of Tinley Park, attention, Kimberly Clarke at [kclarke@tinleypark.org](mailto:kclarke@tinleypark.org) or 708-444-5177. Questions are required no less than three (3) business days prior to the proposal opening date. **Absolutely no informal communication shall occur regarding this RFP, including requests for information, or speculation between offeror's or any of their individual members and any Village elected official or employee. All questions will be answered with a copy of the question and answer to each proposer.**

**CONTENTS:** The following sections, including this cover sheet, shall be considered integral parts of this solicitation:

- \*Notice of RFP (1 Page)
- \*General Terms and Conditions (3 pages)
- \*Background (1 page)
- \*Scope of Services (1 Page)
- \*Requirements and Expectations (1 Page)
- \*Additional Information (1 Page)

## **I. GENERAL TERMS AND CONDITIONS**

### **1. Negotiations:**

The Village of Tinley Park reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP.

### **2. Confidentiality.**

RFP's and the responses thereto, are subject to the Illinois Freedom of Information Act.

### **3. Reserved Rights:**

The Village of Tinley Park Reserves the right at any time and for any reason to cancel this RFP or any portion thereof, to reject any or all RFP's, and to take any other action determined to be in its best interests. The Village reserves the right to waive any immaterial defect in any RFP. The Village may seek clarification from a responder at any time, after the submission date, and failure to respond promptly is cause for rejection.

### **4. Incurred Costs:**

The Village of Tinley Park will not be liable for any costs incurred by responders in replying to this RFP.

### **5. Award:**

Award will be based on the highest ranked responsive, responsible responder as determined by the Village of Tinley Park. The award, if any, will be based on the Village's determination as to the best qualified and most cost effective responder.

### **6. Discussion of RFP:**

The Village of Tinley Park may conduct discussions with any responder who submits a response. During the course of such discussions, the Village shall not disclose any information derived from one RFP to any other responder.

### **7. Contract Period:**

Time is of the essence. The responder shall be able to devote sufficient resources to this project.

### **8. Responsibility & Default:**

The responder shall be required to assume responsibility for all items listed in this RFP. The successful responder shall be considered the sole point of contact purposes for this contract.

### **9. Payments:**

Payments shall be made in accordance with the Local Government Prompt Payment Act.

### **10. Interpretations or Correction of Request for Proposals:**

Responders shall promptly notify the Village of any ambiguity, inconsistency, or error that they may discover upon examination of the RFP's. Interpretation, correction and changes to the RFP's will be made by written addendum. Interpretation, corrections or changes made in any other manner will not be binding.

**11. Addenda:**

Addenda are written instruments issued by the Village of Tinley Park prior to the date of receipt of responses to the RFP, which modify or interpret the RFP by addition, deletions, clarifications, or corrections. Addenda will be placed on the Village website at [www.tinleypark.org/RFP](http://www.tinleypark.org/RFP).

**12. Taxes:**

The Village is exempt from paying certain Illinois State Taxes.

**13. Non-Discrimination:**

Responders shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause and the Illinois Drug Free Workplace Act, Title 44, Chapter 10.

**14. Insurance: *Please submit certificate with your response.***

The responders must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois and provide the Village with evidence of insurance. Insurance in the following types and amounts is necessary:

- **Worker’s Compensation Insurance** covering all liability of the Responder arising under the Worker’s Compensation Act and Worker’s Occupational Disease Act at statutory limits.

▪ **General Liability:**

<b>General Aggregate Limit</b>	<b>\$2,000,000</b>
<b>Each Occurrence Limit</b>	<b>\$1,000,000</b>

- **Professional Liability** to include, but not limited to, coverage for Errors and Omissions to respond to claims for loss therefrom.

<b>General Aggregate Limit</b>	<b>\$2,000,000</b>
<b>Each Occurrence Limit</b>	<b>\$1,000,000</b>

▪ **Comprehensive Automobile Liability, Bodily Injury, Property Damage:**

<b>General Aggregate Limit</b>	<b>\$1,000,000</b>
<b>Each Occurrence Limit</b>	<b>\$500,000</b>

Responder agrees that with respect to the above required insurance, The Village of Tinley Park shall:

- Be named as additional insured **by endorsement** as their interest may appear;
- Be provided within thirty (30) days notice, in writing, of cancellation or material change; and

- Be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration of cancellation of any such policies.

**15. Change in Status:**

The responder shall notify The Village of Tinley Park immediately of any change in its status resulting from any of the following: (a) responder is acquired by another party; (b) responder becomes insolvent; (c) responder, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) responder ceases to conduct its operations in normal course of business. The Village of Tinley Park shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

**16. Precedence:**

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Owner and Responder Agreement; The Village of Tinley Park Request for Proposals; and the Responders Response to RFP.

**17. Submittal and Evaluation Factors:**

The contract will be awarded to the responder determined by the Village of Tinley Park to be in the best interest of the Village, who meets or exceeds the criteria and provisions sought by the Village. The Village reserves the right to reject any or all responses or to waive any details in the responses received whenever such rejection or waiver is in the best interests of the Village. The Village also reserves the right to reject the RFP of a responder who has previously failed to satisfactorily perform a contract. The Village of Tinley Park reserves the right to award the contract to a contractor who is not the lowest cost; however, cost is an important factor in the selection of a contractor.

In determining the most qualified responder, the following criteria will be considered by the Village:

- A. Ability to complete required abatement in a timely manner;
- B. Proven method of completing designated tasks;
- C. Experience with other municipalities;
- D. Familiarity and understanding of code;
- E. Communication with the Village; and
- F. References.

**II. SCOPE OF SERVICES**

Working under the direction of the Village’s Code Compliance Officers (within the Community Development Department), the work includes mowing of all established grasses and vegetation at vacant properties determined by the Code Compliance Officers. The Village estimates there are approximately 50 vacant properties which will need to be monitored of which approximately less than 50% are chronic violators of the grass/weed Ordinance. These are primarily single family homes.

On a weekly or bi-weekly basis, the contractor will be provided with a list of vacant properties which will be required to be maintained with a grass and weed length not to exceed 8 inches. The contractor will be required to inspect the properties every 7 to 10 days (or less, depending on the time of the year) and complete the necessary work if the properties are in violation of the 8 inch length.

The Village will require photos of the property pre-cut and length of grass, as well as post-cut, to maintain records. The contractor's invoice should be detailed, and include description of the location (address/parcel number), dates and times of work, and categorization of charges incurred within fifteen (15) days of service completion. On occasional circumstances, the Village may require an emergency service, which the contractor would be expected to complete the work within 48 hours of notification (weather permitting).

#### **IV. REQUIREMENTS AND EXPECTATIONS**

The following are general requirements and expectations of the selected contractor:

- A. The contractor shall perform all work in accordance with Federal, State, and Local laws, regulations, codes and ordinances;
- B. The contractor must be able to receive requests via e-mail.
- C. The contractor is expected to have all necessary equipment, personnel, and skills to complete a large number of mowing jobs in a timely manner;
- D. Hours of lawn maintenance are to be performed between the hours of 7:30 am and 6:00pm Monday through Saturday;
- E. Grass is to be mowed when exceeding eight (8) inches but not cut less than three (3) inches;
- F. The contractor shall remove all trash and debris in the mowing area and properly dispose of it; and
- G. Mow vegetation in and around structures (example: swing set), walks, trees, fences to a neat appearance with grass height of 3.5 inches or less, and
- H. Clear sidewalks, alley ways or adjacent public right of ways of clippings following mowing.
- I. The grounds shall have a neat, professional looking appearance upon completion of the job, and
- J. If the homeowner/business takes care of the lawn prior to contractor's arrival to the property, the contractor is to notify the Village immediately;
- K. Infrequently \*additional services may be required for the nuisance abatement of overgrown bushes, shrubs, or trees.

#### **V. Contract Termination:**

The Village of Tinley Park may, by written notice, and at any time, terminate the agreement if, in the judgment of the Village, the contractor has failed to comply with the terms of the agreement. In the event of such termination, the contractor shall be entitled to payment for work performed through the date notice is delivered to Contractor. No sums shall be owed to the contractor for work performed after such notice is delivered.

**VI. ADDITIONAL INFORMATION**

The Village requests proposers to submit the following:

- A. Certificate of Liability Insurance;
- B. Cost Proposal: This should include equipment cost per hour, manpower cost per hour, or an all-inclusive cost per property. Most properties will be 7,500 sq. feet. Others can be as large as 12,500 square feet;
- C. Please submit predicted cost for \*additional services;
- D. Information for the firm’s point of contact with the Village and specification of staff that will be involved;
- E. Written Summary of firm qualifications and experience; and
- F. Three firm references;
- G. Must be licensed and bonded with the Village.

**VII. Term of Contract:**

The term of the contract shall run from May 2, 2018, thru November 30, 2019 with options for renewal through November 1, 2020.

Every effort will be made to adhere to the following schedule:

RFP Due Date:	<b>Friday, April 27, 2018 by noon</b>
Board Approval:	May 1, 2018
Contract Execution	May 2, 2018

**COMMENTS FROM  
THE PUBLIC**



**ADJOURNMENT**