NOTICE OF

STANDING COMMITTEES

Scheduled for Tuesday, June 11, 2019, beginning at 6:30 p.m. in

Council Chambers Village Hall of Tinley Park 16250 S. Oak Park Avenue Tinley Park, Illinois

Administration & Legal Committee
Public Safety Committee
Public Works Committee

A copy of the agendas for these meetings is attached hereto.

Kristin A. Thirion Clerk Village of Tinley Park

NOTICE OF A MEETING

OF THE PUBLIC SAFETY COMMITTEE

Notice is hereby given that a meeting of the Public Safety Committee of the Village of Tinley Park, Cook and Will Counties, Illinois, will begin at 6:30 p.m. on Tuesday, June 11, 2019, in the Council Chambers at the Village Hall of Tinley Park, 16250 S. Oak Park Avenue, Tinley Park, Illinois.

The agenda is as follows:

- 1. OPEN THE MEETING.
- 2. CONSIDER APPROVAL OF THE MINUTES OF THE PUBLIC SAFETY COMMITTEE MEETING HELD ON MAY 14, 2019.
- 3. DISCUSS SHORT TERM RENTAL TEXT AMENDMENT.
- 4. DISCUSS AMENDING ORDINANCE 2002-O-058 PARKING ON CERTAIN TRAFFIC ROUTES IN THE VILLAGE OF TINLEY PARK SYCAMORE COURT.
- 5. DISCUSS MUTUAL AID BOX ALARM SYSTEM (MABAS) 24 MASTER AUTOMATIC AID AGREEMENT.
- 6. DISCUSS MOKENA FIRE PROTECTION DISTRICT (MFPD) AGREEMENT FOR FLEET MAINTENANCE.
- 7. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION VILLAGE CLERK

MINUTES

Public Safety Committee May 14, 2019 - 6:30 p.m.

Village Hall of Tinley Park – Council Chambers 16250 S. Oak Park Avenue Tinley Park, IL 60477

Members Present: W. Brennan, Chairman

M. Glotz, Village Trustee W. Brady, Village Trustee

Members Absent: None

Other Board Members Present: D. Galante, Village Trustee

Staff Present: D. Niemeyer, Village Manager

P. Carr, Assistant Village Manager B. Bettenhausen, Village Treasurer

P. Connelly, Village Attorney

K. Workowski, Public Works Director

J. Urbanski, Assistant Public Works Director

L. Valley, Executive Assistant to the Manager and Trustees

L. Godette, Deputy Village Clerk

L. Carollo, Commission/Committee Secretary

<u>Item #1</u> - The meeting of the Public Safety Committee was called to order at 6:50 p.m.

Item #2 – CONSIDER APPROVAL OF THE MINUTES OF THE PUBLIC SAFETY

COMMITTEE MEETING HELD ON MARCH 12, 2019 – Motion was made by Chairman Brennan, seconded by Trustee Glotz, to approve the minutes of the Public Safety Committee meeting held on March 12, 2019. Vote by voice call. Chairman Brennan declared the motion carried.

Item #3 – REVIEW THE PUBLIC SAFETY COMMITTEE'S ASSIGNED RESPONSIBILITIES

UNDER ORDINANCE 2019-O-022 - D. Niemeyer, Village Manager stated due to changes within the Village Board, a discussion of duties within each committee will be discussed. The Public Safety Committee's assigned responsibilities are noted below:

- (1) Oversee matters of public safety including police, fire and emergency management services;
- (2) Oversee outsourced services related to provision of public safety services (ambulance).

<u>Item #4 – DISCUSS HAZARDOUS MATERIAL SPILLER PAY ORDINANCE</u> - A draft ordinance was prepared, identifying a fee structure to be assessed in the event of a hazardous materials spill, threatened release, or other similar event in the Village response areas. Previously, the Village did not have a conforming ordinance covering actual time, personnel assignments and regular and specialty equipment used during these incidents.

Fees will be charged per Public Act 99-0770, which would allow \$250 hourly and \$70 per responder. Additionally, the Village may recover costs pertaining to the use of certain materials in removal/remediation of hazardous materials.

This structure is the area standard and in use in some neighboring communities. The purpose of the charges would be to reimburse the Village for expenses incurred when removal and/or remediation of hazardous material incidents/emergencies are deemed necessary.

Staff recommended review and recommendation of the draft ordinance and to forward the draft ordinance to the Village Board meeting scheduled on May 21, 2019.

Chairman Brennan asked the Public Safety Committee if there were any questions. In response to Trustee Brady's question, P. Carr, Assistant Village Manager stated a gas tank spill would be an example of a hazardous material spill, which would require significant cleanup.

Motion was made by Trustee Glotz, seconded by Trustee Brady, to recommend the Hazardous Material Spiller Pay Ordinance be forwarded to the Village Board meeting scheduled on May 21, 2019, for approval. Vote by voice. Chairman Brennan declared the motion carried.

Item #5 – RECEIVE COMMENTS FROM THE PUBLIC - Mike Stuckly asked Mr. Carr if the Village has a shelter in place plan in the event of a hazardous material spill. Mr. Carr stated the Village does have a plan and described the plan in detail. Mr. Stuckly stated there was a hazardous material spill recently in Beach Park and recommended contacting the Village of Beach Park regarding their costs incurred by the incident.

ADJOURNMENT

Chairman Brennan adjourned this meeting of the Public Safety Committee at 6:57 p.m.

1c



Date:

June 11, 2019

To:

Dave Niemeyer, Village Manager Pat Carr, Assistant Village Manager

From:

Kimberly Clarke, AICP Community Development Director

Subject:

Short-Term Rentals (STR)

Presented for June 11th, 2019 Public Safety Committee for discussion and action.

Description:

The Village is considering adopting ordinances that would permit STRs in the Zoning Code as an accessory use to a dwelling unit. The Municipal Code will be amended to require all STRs to be licensed annually with the Village. Staff would like to discuss with the Committee the safety concerns with STRS and what requirements can be put in place to mitigate those concerns.

Background:

At the December 11, 2018 Community Development Committee meeting, staff presented research on how municipalities can regulate short-term rentals. Staff discussed options of licensing, taxation, and zoning requirements, as well as operational or procedural standards to protect safety and mitigate potential nuisances. Staff was directed to bring forth a licensing ordinance to regulate short-term rentals. A second component to regulating this use will be an amendment to the Village's Zoning Code.

At the January 08, 2019 Community Development Committee meeting, staff presented a draft licensing ordinance to regulate short-term rentals which was received with general support from the Village Board. The next step is to amend the Zoning Code to regulate the use in residential zoning districts. The Plan Commission held a public hearing on March 07, 2019 and recommended a draft ordinance to define and regulate short-term rentals in residential zoning districts.

Discussion:

Renting one's primary residency out for any period of time for propriety purposes can be considered a home occupation as defined in the Village's Zoning Code.

HOME OCCUPATION: A Home Occupation is a business, profession, occupation, or trade conducted for gain entirely within and is an accessory use to the primary residence of those performing the Home Occupation.



DW

Opponents of STR focus on the absentee landlord that leverages the neighborhood for their personal profit while guests disrupt the neighborhood with parties, excessive parking, potential security risks and failure to pay their fair share of taxes.

Home sharing has the potential to change the character of established residential areas, therefore, many communities are taking a closer look at how best to accommodate the demand for new types of lodging without undermining goals related to housing, land use, or transportation.

Anytime the public is invited to a place of business, there are minimum life safety concerns that need to be considered. The Village wants to ensure those people renting out homes on a short term basis are occupying a building that meets life safety requirements in addition does not create a nuisance in the immediate neighborhood. For these reason, it is important the Village establishes a licensing program for STRs.

The License Program:

The attached draft licensing ordinance would amend the Municipal Code's Title XI Business Regulations with the addition of a new chapter regarding short-term rental unit licensing. Here are a few highlights regarding the proposed ordinance:

- There is a requirement that the short-term rental properties be limited to owner-occupied units. This will eliminate the concern of commercial investors from dominating the shortterm rental market and provide a sense of accountability between neighbors within the neighborhood.
- No sleeping room shall serve more than two adults per night.
- No sleeping shall not take place in any portion of any attached or detached garage or accessory structure.
- There are listed standards and procedures for license approval that must be met.
- This will be an annual license with a fee of \$50.
- There is a requirement for an on-site safety inspection by staff prior to issuance of a license.
- A short-term rental cannot be licensed and operated if the applicant has outstanding Village debt or violations.
- The ordinance includes revocation language for violations.

With respect to inspecting the property. The Fire Department at a minimum wants to ensure the following items are addressed by the property owner.

- Properly sized fire extinguishers in a visible and accessible location.
- A sign must be posted inside the unit that lets occupants know the location of fire extinguishers, fire exits, and pull fire alarms.
- Smoke detectors with sealed batteries in every sleeping area and on all levels (note this
 will be State law in a few years per Dan Riordan)
- Carbon Monoxide detectors per code
- No rentals below grade without direct access to outside
- Address block is visible from the street
- Two distinct means of egress



Request:

Direct staff to bring forward to the Village Board the attached draft licensing ordinance to regulate short term rentals in the Village.

Attachments:

• An Ordinance of the Village Board of Tinley Park Amending Title XI of the Municipal Code of Tinley Park Regarding Registration of Short-Term Rental Units



Examples of Public Safety Issues with STRs in Tinley Park



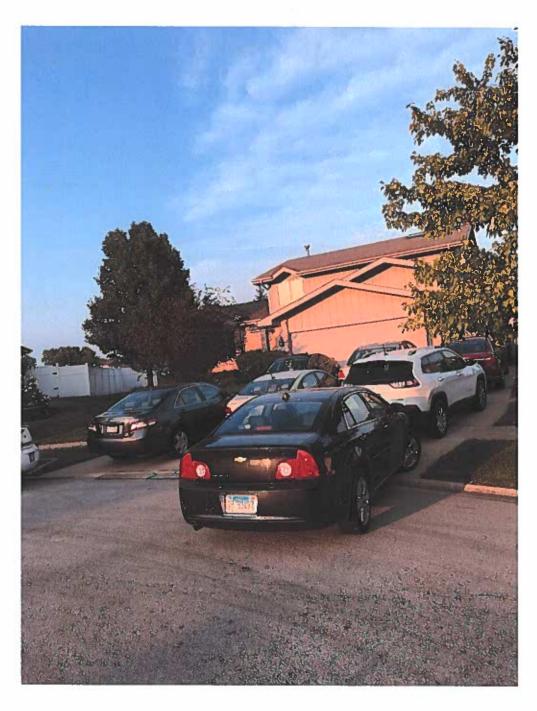
1. Congestion in the Street





2. Noise & Nuisance Complaints





3. Inability to provide adequate parking



THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE XI OF THE TINLEY PARK MUNICIPAL CODE ENTITLED "BUSINESS REGULATIONS" AND ADDING CHAPTER 129J: SHORT-TERM/VACATION RENTAL

JACOB C. VANDENBERG, PRESIDENT KRISTIN A. THIRION, VILLAGE CLERK

CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
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.

AN ORDINANCE AMENDING TITLE XI OF THE TINLEY PARK MUNICIPAL CODE ENTITLED "BUSINESS REGULATIONS" AND ADDING CHAPTER 129J: SHORT-TERM/VACATION RENTAL

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") desires to ensure the health, safety, and welfare of the Village and its residents; and

WHEERAS, in furtherance of such policies, the Village desires to license and regulation the operation of short-term/vocational rentals within the Village; and

WHEREAS, the Village desires to amend its Title XI of the Village Code to include Chapter 129J entitled "SHORT-TERM/VACATION RENTAL," which would create a licensing framework for the leasing, renting, and letting of short-term dwelling units; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village and its residents to adopt Chapter 129J of Title XI of the Village Code pursuant to this Ordinance; 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 fact as if said recitals were fully set forth herein.

SECTION 2: That Title XI Chapter 129J entitled "SHORT-TERM/VACATION RENTAL," is hereby created and shall be added in numerical order as follows:

CHAPTER 129J: SHORT-TERM/VACATION RENTAL

129J.01	DEFINITIONS
129J.02	LICENSES REQUIRED: LICENSE TERM: EXEMPTIONS.
129J.03	APPLICATION; NOTICE; STANDARDS AND PROCEDURES;
	RENEWAL; FEES.
129J.04	REQUIREMENTS AND STANDARDS.
129J.05	PENALTY
129J.06	REVOCATION; SUSPENSION; PROCEDURES.
129J.07	OCCUPANCY OF DWELLING UNITS.

§129J.01 <u>DEFINITIONS.</u>

A. SHORT-TERM/VACATION RENTAL:

i. A single room, dwelling unit, an allocated space, or a portion thereof within the primary structure in a residential zoning district offered for rent for a period shorter than thirty (30) consecutive days to any person other than a member of the owner's family. The term "short-term/vacation rental" shall not include hotels, motels, or lodging establishments licensed pursuant to Chapter 129A.

B. FAMILY:

- i. Type (A) Family: One (1) or more persons related by blood, marriage, or adoption living together as a single housekeeping unit in a dwelling unit.
- ii. Type (B) Family: Two (2) unrelated persons and their children living together as a single housekeeping unit in a dwelling unit.
- iii. Type (C) Family: A group of not more than three (3) unrelated persons living together as a single housekeeping unit in a dwelling unit.
- iv. Type (D) Family: A group of two (2) or more persons containing within it one (1) or more families, as defined in Subsections (1) and (2) of this definition, including a husband and wife married to one another and their children, as well as adults, living together in a dwelling unit as a single housekeeping unit and management, in premises in which the adult occupants are affiliated with a bona fide not-for-profit-corporation organized for religious or charitable purposes chartered by the state of Illinois.
- C. Primary Residence: To be considered a primary residence, an owner needs to live in the property for at least nine (9) months out of a twelve (12) month period.

"Family" shall not be construed to mean a club, a lodge fraternity/sorority house.

§129J.02 <u>LICENSES REQUIRED: LICENSE TERM: EXEMPTIONS.</u>

- A. It shall be unlawful to operate a short-term/vacation rental, offer for rent, or advertise for rent a short-term/vacation rental within the Village of Tinley Park without a current, valid license issued pursuant to the terms of the Chapter.
- B. Each license issued shall be valid for one (1) year, and subject to renewal.

§129J.03 APPLICATION; NOTICE; STANDARDS AND PROCEDURES; RENEWAL; FEES.

- A. Applications. A property owner who seeks a short-term/vacation rental license pursuant to this Chapter shall submit a written application that contains all information required for a registration statement pursuant to this Chapter.
- B. The applicant must sign an affidavit affirming that the applicant will abide by all the rules and regulations governing short-term rental/vacation.
- C. Primary Residence. The short-term/vacation rental shall be the owner's primary residence. An applicant must be able to demonstrate that the applicant resided at the property for nine (9) of the past twelve (12) months, or that the applicant plans to live in the property for nine (9) of the next twelve (12) months.

Evidence of primary residence shall including, but not be limited to an adequate showing of the following:

- Utility bill
- Voter registration
- Motor vehicle registration
- Deed
- Driver's license or state-issued identification
- D. The use must be accessory to a residential unit.
- E. Standards and Procedures for License Approval. The Community Development Department will review all applications for short-term/vacation rentals upon each application with respect to the standards set forth below. The Village Manager after receiving said report, may refer the application back to the Community Development Department for additional review, or, may approve, approve with conditions, or disapprove an application for a short-term/vacation rental license, upon findings of fact with respect to each of the standards set forth below:
 - i. The proposed short-term/vacation rental will not cause a negative cumulative effect when its effect is considered in conjunction with the effect of other short-term/vacation rental in the immediate neighborhood.
 - ii. The short-term/vacation rental will not have a substantial adverse impact on the use, enjoyment, or property values of adjoining properties.
 - iii. The proposed short-term/vacation rental will comply with all the rules and regulations contained herein.
 - iv. The proposed short-term/vacation rental is not likely to have an adverse effect upon the public health, welfare, or safety.
 - v. The proposed short-term/vacation rental shall comply with the following criteria:
 - 1. No rental or advertisement for rental for a period of time shorter than twenty-four (24) hours.
 - 2. No rental may provide for food or beverage to any guests with the exception of pre-packaged food and drink.
 - 3. No more than one (1) rental at a specific location during the one-year period commencing on the date a license is issued.

- F. Renewal. If a short-term/vacation rental license was issued for the prior year, the approval for a renewal license shall be obtained from the Village Clerk or his/her designee, provided the previously issued license was not revoked or suspended, and the short-term/vacation rental did not receive citation(s) from any Village Inspector or Police Officer during said prior calendar year. Every renewal application shall satisfy all requirements set forth in Section 3 and 4 of this Ordinance.
- G. License Fee. The annual fee for a license issued pursuant to this Ordinance shall be fifty (\$50.00) dollars.

Regardless of its findings on any or all of the foregoing standards, the Village Manager may deny a short-term/vacation rental license upon a finding that such denial is in the public interest.

§129J.04 REQUIREMENTS AND STANDARDS.

- A. No short-term/vacation rental owner shall:
 - i. Rent or lease any short-term/vacation rental for any period of time shorter than twenty-four (24) hours.
 - ii. Rent or lease any short-term/vacation rental more than once within any consecutive twenty-four (24) hour period measured from the commencement of one rental to the commencement of the next;
 - iii. Advertise an hourly rate or any other rate for a short-term/vacation rental based on a rental period of fewer than twenty-four (24) hours;
 - iv. Serve or otherwise provide any food or beverage to any guest; and/or
 - v. Cause or permit, by action or failure to act, the short-term/vacation rental or its use to suffer from and/or create any nuisance or violation of the following provisions of the Village Code as described in Title XIII of this Code.
- B. Every short-term/vacation rental shall be subject to inspection by staff members of the Village's Fire and Building Departments.
- C. Every short-term/vacation rental owner shall keep a register in which shall be entered the name of every guest and his/her arrival and departure dates. The owner shall make said register freely accessible to the Village Manager and Police Department.
- D. Every short-term/vacation rental owner shall post, in a conspicuous place within the short-term/vacation rental, the name and telephone number of the owner's authorized agent.
- E. No sleeping room shall serve more than two adults per night.
- F. Access to and from each bedroom shall be accomplished without passing through any other bedroom. Bedroom doors shall have locks to insure privacy.
- G. Each property used for short-term/vacation rental must have at least one accessible bedroom available for rent that complies with Section 400.320(g)(5) and (9) of the Illinois Accessibility Code, irrespective of whether the Illinois Accessibility Code would otherwise apply to the short-term/vacation rental.

- H. Any kitchen rental shall be cleaned and sanitized between quests and all food and beverages shall be discarded. All dishes, utensils, pots, pans and other cooking utensils shall be cleaned and sanitized between guests.
- I. The owner of every short-term/vacation rental shall change supplied bed linens and towels therein at least once each week and prior to the renting of any room to any guest. The owner shall be responsible for the maintenance of all supplied bedding in a clean and sanitary manner.
- J. The owner must maintain at all times when renting out the property as a short-term/short-term/vacation rental a general liability insurance policy in the amount of \$1,000,000.00 per occurrence and a minimum of \$2,000,000.00 per aggregate. The owner must provide the village with proof of such policy upon request.

The conditions and restrictions contained in this section, applicable to short-term/vacation rentals shall be interpreted as minimum standards, and shall be in addition to any other applicable Village ordinances and requirements that apply to short-term/vacation rental or the properties on which they are located.

§129J.01 PENALTY.

- A. Any owner, tenant or other person who shall be found to have violated any of the provisions of this Ordinance shall be guilty of an offense punishable as follows:
 - i. The fine for a first violation is town hundred dollars (\$200.00).
 - ii. The fine for a second violation is five hundred dollars (\$500.00).
 - iii. The fine for a third or subsequent violation is seven hundred fifty dollars (\$750.00).
- B. Each day a provision of this Ordinance is found to have been violated constitutes a separate violation subject to the fine schedule set forth herein.
- C. Any fines shall be debts due and owing to the Village that the Village may collect by means allowed by law, including, but not limited to, filing a lien against the short-term/vacation rental or the premises containing the short-term/vacation rental.
- D. The fines provided for herein shall not be construed as limiting the power of a court of competent jurisdiction or an administrative hearing officer to impose other penalties and/or remedies as provided for by applicable legislation. In addition, a license found to have violated any provision of this Ordinance may be subject to license revocation, suspension, or non-renewal.

§129J.01 <u>REVOCATION</u>; <u>SUSPENSION</u>; <u>PROCEDURES</u>.

- A. The Village Manager may revoke or suspend a license issued pursuant to the terms of this Ordinance for any of the following reasons:
 - i. If the owner of the relevant short-term/vacation rental or his/her agent violates any of the terms of this Ordinance.

- ii. If the owner of the short-term/vacation rental or his/her agent is deemed to have maintained a nuisance premises therein, in violation of the Village of Tinley Park Village Code;
- iii. If the Village Manager deems the short-term/vacation rental, or the premises wherein it is located, to be a vacant building, as defined therein; and/or
- iv. If the village or other governmental agency condemns the short-term/vacation rental or the premises wherein it is located.
- B. Not less than fourteen (14) business days prior to a revocation hearing for a license issued pursuant to the terms of this Ordinance, the Village Manager shall send, via First Class U.S. mail, a notice of revocation hearing to the owner and his/her authorized agent at the address provided on the most recent license application. Notice shall be sufficient if sent to the address of the authorized agent indicated on the license application. Said notice shall include the following:
 - i. Description of the short-term/vacation rental, sufficient for identification;
 - ii. A statement that the license is subject to revocation;
 - iii. If the Village Manager deems the short-term/vacation rental, or the premises wherein it is located, to be a vacant building, as defined therein; and/or
 - iv. If the city or other governmental agency condemns the short-term/vacation rental or the premises wherein it is located
- C. If the Village Manager has reason to believe that immediate suspension of the license is necessary to prevent the threat of immediate harm to the Village or the neighborhood, the Village Manager may, upon the issuance of a written order stating the reason for such conclusion and without notice or hearing, order the license suspended for not more than seven (7) days. The Village Manager may extend the suspension during the pendency of a hearing upon a written determination that doing so is necessary to prevent the previously mentioned harm to the Village.
- D. The Village Manager in accordance with procedures drafted by the Village Attorney shall conduct hearings.
- E. Within ten (10) business days after the close of the hearing, the Village Manager shall issue a written decision that shall constitute a final determination for purposes of judicial review pursuant to the Illinois Administrative Review Law, 735 ILCS 5/3-101 et seq., as amended. In reaching a decision, the Village Manager may consider any of the following:
 - i. The nature of the violation;
 - ii. The nature and extent of the harm caused by the licensee's action or failure to act;
 - iii. The factual situation and circumstances surrounding the violation;
 - iv. Whether or not the action or failure to act was willful;
 - v. The record of the licensee with respect to violations.
- F. A licensee whose license has been revoked shall not be eligible to reapply for a new license for one year.

§129J.01 OCCUPANCY OF DWELLING UNITS.

A. No dwelling unit shall be occupied by more than one (1) type (A), type (B), or type (C) family, as defined in "Definitions," of this Ordinance except as hereinafter provided:

Upon written application to the Zoning Administrator, certification or approval shall be issued for occupancy for a dwelling unit by a type (D) family in all districts where dwelling units are allowed provided that the application establishes that the occupancy conforms with the definition of type (D) family. The members of a type (D) family household shall not keep or store more than one (1) motor vehicle for each such dwelling unit or for each off-street parking space lawfully existing in connection with such dwelling unit, whichever is greater. Certification would be revoked at any time the occupancy or off-street parking no longer conforms to the definition of a type (D) family, or if a request for current records is not answered so as to establish that the type of ownership complies with the definition of a type (D) family.

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

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

SECTION 5: 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 day of	_, 2019.
AYES:	
NAYS:	
ABSENT:	
APPROVED THIS day of	, 2019.
	VILLAGE PRESIDENT
ATTEST:	
VILLAGE CLERK	

STATE OF ILLINOIS COUNTY OF COOK COUNTY OF WILL))	SS	
		CERTIFIC	CATE
I, KRISTIN A. THIR	ION, V	illage Clerk of	f the Village of Tinley Park, Counties of Cook
and Will and State of Illinoi	is, DO I	HEREBY CER	RTIFY that the foregoing is a true and correct
copy of Ordinance No	_, "AN	ORDINANCE	E AMENDING TITLE XI OF THE TINLEY
PARK MUNICIPAL COD	E ENT	TITLED "BUS	SINESS REGULATIONS" AND ADDING
CHAPTER 129J: SHORT-T	ERM/V	ACATION RE	ENTAL," which was adopted by the President
and Board of Trustees of the	Village	of Tinley Park	k on, 2019.
IN WITNESS WHEI	REOF, I	have hereunto	o set my hand and affixed the corporate seal of
the Village of Tinley Park th	is	day of	, 2019.
			KRISTIN A. THIRION, VILLAGE CLERK



Date:

May 9, 2019

To:

Chief Walsh

Me

From:

Officer Sanchez

Subject:

Sycamore Court

The Traffic Unit received a complaint of Andrew High School students parking on Sycamore Court and walking to school. The complainant further advised that there used to be no parking signs from 7:00 am to 10:00 am posted, but they are no longer in the area. The Traffic Unit researched the parking ordinances and the Village Clerk advised that Sycamore Court (Ordinance number 2002-O-058) is under Title 7, Chapter 79, Schedule I, Subsection (B) Parking Prohibited.

The Police Department requests the Public Safety Committee and Village Board to vote to amend Ordinance 2002-O-058 and have Sycamore Court should be under Title 7, Chapter 79, Schedule II. Parking Time Limited. This allows the Village to place and enforce parking signs that say, "No parking between 7:00 am to 10:00 am on School Day."

Respectfully Submitted.

Officer Laura Sanchez



Print

Tinley Park, Illinois Code of Ordinances

SCHEDULE I. PARKINGPROHIBITED.

- (A) For the purpose of this schedule, the word "PARK" shall mean the stopping, standing or parking of a vehicle whether occupied or not, including but not limited to when temporarily and actually engaged in loading or unloading of merchandise, property, or passengers.
- (B) It shall be unlawful for the operator of a vehicle to park the vehicle at any time on that portion of the following described streets within the village, as designated below. Appropriate signs shall be erected on the streets set forth below, informing the public that parking thereon is prohibited.

STREET		LOCATION	ORD. NO.		
Brementowne Dr.		ast along the north curb of Manchester St., oproximately 117 ft.		2003-	O-081
Brementowne Dr.		East along the south curb of Manchester St., approximately 92 ft.		2003-	O-081
Brementowne Dr.		est along the north curb of Brementov proximately 110 ft.	wne Rd.,	2003-	O-081
Brementowne Dr.		est along the south curb of Bremento proximately 99 ft.	wne Rd.,	2003-	O-081
Brementowne Rd.		orth along the west curb of Bremento proximately 66 ft.	wne Dr.,	2003-	O-081
Brementowne Mall	Fi	re lane in parking area		76-0-045	
Brementowne Restaurant (or any successor restaurant or user)	Fire lane in parking area		76-0-	045	
Briar	В	etween Thornwood Dr. and 173rd Pl.		2002-	O-052
Broad St.	Portion resurfaced under the Safer Off-System Project designated as SOS-DI(94)		78-0-	035	
Cambridge Place and adjacent	e and In the cul-de-sac and approximately		cul-de	0 feet going	
Durkin Drive	East side, from 179th St. to Mason Ln.		2007	-O-035	
Durkin Drive	From the point 35 feet north of the northwest corner of Durkin Rd. and 179th St. directly south to the curb line at 179th St.		2007	-O - 035	

Forest View Dr.	Both sides, from Riverside Dr. south to 171st St.	79-0-052
Frontage Rd. on 191st St.	Located approximately 50 feet west of Harlem Ave. north and westerly to termination	90-0-013
Gately's (or any successor user)	Fire lane in parking area	76-0-045
Golden Bear Restaurant (or any successor restaurant or user)	Fire lane in parking area	76-0-045
Harlem Ave.	From 159th St. to 183rd St.	71-0-047
Harlem Ave.	From 167th St. to 159th St.	70-0-015
Harlem Ave.	Both sides, from 167th St. south to 177th Pl.	79-0-052
Harlem Ave. (Illinois 43)	At 167th St. within 200 feet of the intersection on all its approaches	74-0-049
Harlem Ave. (Illinois 43)	Within 200 feet of 171st St. on both sides	72-0-019
Harlem Ave.	On either side for a distance of 70 feet northerly and southerly from the centerline intersection of Harlem Ave. and 175th St.	81-0-009
Harlem Ave.	On the east and west sides a distance of 300 feet north and south from the centerline of 183rd St.	80-0-012
Harlem Ave.	From 183rd St. to Vollmer Rd.	90-0-013
Harlem Ave.	On both sides from 159th Street to the southern village limits	93-0-077
Hickory St.	South and east sides, from Oak Park Ave. to Harlem Ave.	79-0-052
Hickory St.	North and west sides, from termination of parking lot to Harlem Ave.	79-0-052
Hickory St.	Portion resurfaced under the Safe Off-System Project	78-0-035
Kingston Dr.	On south side from Brementowne Dr. east to Oxford Dr.	81-0-053
LaGrange Road	Either side, within the corporate limits of the village	2001-0-085
Lakewood Dr.	Either side, from Lakeside Place south to the terminus of Lakewood Dr.	86-0-028
Lakewood Dr.	Either side, from 167th St. to Lakeside Place	86-0-017
Manchester St.	North along the east curb of Brementowne Dr., approximately 56 ft.	2003-O-081
Normandy Dr.	West side, from Parkside Dr. south to Riverside Dr.	79-0-052
North St.	Between Oak Park Ave. and 173rd St. on the south side only	74-0-005
North St.	South side, from Oak Park Ave. east to a distance of 200 feet	79-0-052

Oak Park Ave.	West side, from Hickory St. south a distance of 50 feet	79-0-052
Oak Park Ave.	East side, from North St. to South St.	79-0-052
Oak Park Ave.	East and west sides, from 167th St. south to 171st St.	79-0-052
Oak Park Ave.	North of 167th St. for 550 feet	73-0-007
Oak Park Ave.	West side, from 173rd Pl. north a distance of 100 feet	79-0-052
Oak Park Ave.	West side, from 175th St. south a distance of 300 feet	79-0-052
Oak Park Ave.	On both sides, from 167th Street north to a point 275 feet north of the center line of 159th Street (Route 6)	88-0-085
Oak Park Ave.	From 179th St. to Harlem Ave.	90-0-013
Odell Ave.	On west side from 17th St. to 175 St.	84-0-010
Olcott Ave.	From 159th St. to 159th Pl. both sides	75-0-027
Overhill Ave.	Portion resurfaced under Safe Off-System Project	78-0-035
Oxford Dr.	On west side from Kingston Dr. south to Winston Dr.	81-0-053
Ozark Ave.	68 feet north of 173rd St.	96-0-079
Parliament Ave.	On west side a distance of 160 feet south of intersection of 167th St. and Parliament Ave.	83-0-002
Parliament Ave.	On east side a distance of 160 feet south of intersection of 167th St. and Parliament Ave.	83-0-002
Parliament Ave.	On south side a distance of 250 feet east of the intersection of Parliament and 167th St.	83-0-002
Prosperi Drive	On north and south sides on Oak Park Avenue east to the west (first) entrance into the Tinley Corporate Center and on north side east from said west entrance to the east entrance into Tinley Corporate Center.	2012-O-013
Ridgeland Ave.	On both sides between Oak Forest Ave. and 183rd St.	79-0-011
Ridgeland Ave.	From 183rd St. to Vollmer Rd.	90-0-049
Riverside Dr.	Portion resurfaced under the Safe Off-System Project	78-0-035
Route 45 (LaGrange Rd.)	From centerline of 179th St. to a point 400 feet north	90-0-022
Route 45 (LaGrange Rd.)	From centerline of 179th St. to a point 2,680 feet south	90-0-022
Route 45 (LaGrange Rd.)	From south of 159th Street southerly to south of 179th Street	2013-O-041
South St.	South side from Oak Park Ave. east to a distance of 100 feet	79-0-052
South St.	North and South sides, from 66th Ave. west to 66th Ct.	79-0-052
South St.	North Side, from 66th Ct. west to Oak Park Ave.	79-0-052
South St.	South side, from 66th Ct. west to 67th Ct.	79-0-052
Sussex Rd.		91-0-079

	South side, from Brementowne Drive to Oxford Drive		
Sycamore Ct.	Sycamore Ct.	2002-O-058	
Thornwood Dr.	Between Cambridge Pl. and Briar Drive	2002-O-052	
Tinley Park Plaza	Fire lanes	78-0-029	
Walnut St.	From Bridalwood Ln. going west to 9030 Walnut Street	2002-O-001	
Willow Ln.	That side commencing on the north at its intersection with Forest View Dr. and terminating on the south at that same intersection where fire hydrants could be located	79-0-031	
Winston Dr.	On north side from Manchester St. east to Oxford Dr.	81-0-053	
64th Ct.	Between 174th St. and 175th St. on the west side only	74-0-005	
66th Ave.	East side, from Oak Forest Ave. south to Vogt St.	79-0-052	
66th Ct.	East side, from 173rd St. south to Rock Island Railroad right-of-way	79-0-052	
66th Ct.	East and west sides, from Oak Forest Ave. south to 174th St.	79-0-052	
66th Ct.	West side, from 172nd St. south to Rock Island Railroad right-of-way	79-0-052	
66th Ct.	West side, from 179th St. southerly 375 feet	80-0-022	
66th Ct.	East side, from 179th St. north to 177th St. between the hours of 8:00 a.m. and 4:00 p.m. on Mondays through Fridays		
67th Ave.	East and west sides, from 174th St. south to 175th St.	79-0-052	
67th Ave.	West side, from 172nd St. south to 173rd St.	79-0-052	
67th Ave.	East side, from 179th St. north to 177th St. between		
67th Ct.	East side, from 179th St. north to 177th St. between the hours of 8:00 a.m. and 4:00 p.m. on Mondays through Fridays		
67th Ct.	East side, from 172nd St. south to 173rd St.	79-0-052	
67th Ct.	East side, from 174th St. south to 175th St.	79-0-052	
67th Ct.	West side, from 171st St. south to 172nd St.	79-0-052	
67th Ct.	West side, north of 173rd St.	96-0-080	
67th Ct.	West side, from 174th St. south to 175th St.	79-0-052	
68th Ct.	East side, from 173rd Pl. south to Rock Island Railroad right-of-way	79-0-052	
68th Ct.	West side, from 173rd Pl. south a distance of 220 feet	79-0-052	
69th Ave.	East side, from 173rd Pl. north to 171st St.	79-0-052	

70th Ave.	West side, from 173rd Pl. north to 171st St.	79-0-052
71st Ct.	On west side from 173rd Pl. to 175th St.	83-0-009
76th Ave., northbound	West side from 165th St. north to 164th Place	89-0-050
76th Ave., southbound	Both sides from 165th St. north to 164th Place	89-0-050
80th Ave.	Both sides from 171st St. to 183rd St.	87-0-078
81st Ave.	The cul-de-sac located at approximately 18600 S. 81st Ave.	2002-O-059
84th Ave.	On either side from the center line of 159th St. south to the intersection of 171st and 84th Ave.	83-0-042
88th Ave.	On either side from 171st to 175th St.	79-0-039
159th Pl.	On south side from 76th Ave. on the west to Olcott Ave. on the east	80-0-048
159th Pl.	From 76th Ave. to Olcott Ave. north side only	75-0-020
159th St.	On either side from a point 1,200 feet east from the center line of 159th and Oak Park Ave. west to a point 1,200 feet west of the center line of the intersection of 159th and 84th Ave.	83-0-042
159th St. (U.S.6)	At 76th Ave. within 200 feet of intersection on its approaches	74-0-049
159th St.	From 96th Ave. to Cicero Ave.	70-0-015
159th St. (U.S.6)	On both sides from 8600 west to the eastern village limits	93-0-077
163rd St.	On north and south sides from Brementowne Rd. to Harlem Ave.	83-0-006
163rd St.	The north side between the exit and entrance to the Helen Keller School located on the north side of 163rd St. at Parliament Ave.	78-0-006
163rd St.	Within 215 feet of the center line of the Commonwealth Edison right-of-way	98-0-040
167th St.	North and south sides, from Harlem Ave. east to Ridgeland Ave.	79-0-052
167th St.	On either side, between Parkview Ave. and 84th Ave.	89-0-032
167th St.	Within 215 feet of the center line of the Commonwealth Edison right-of-way	98-0-040
169th St.	Within 215 feet of the center line of the Commonwealth Edison right-of-way	98-0-040
170th Pl.	South side from 80th Ave. to Pembroke Ave.	97-0-068
170th Pl.	West bound from Harlem Ave. on east to Oconto on west	73-0-003
171st St.	North side, from Forestview Dr. west to Oak Park Ave.	79-0-052
171st St.		79-0-052

	North side, from Harlem Ave. east to a distance of 300 feet	
171st St.	South side, from Harlem Ave. east to a distance of 500 feet	79-0-052
171st St.	South side, from 67th Ct. west to a distance of 150 feet west of Oak Park Ave.	79-0-052
172nd St.	South side, from 66th Ct. west to 67th Ct.	79-0-052
173rd Pl.	North and south sides, from Oak Park Ave. west to a distance of 30 feet	79-0-052
173rd Pl.	Southside, from Harlem Ave. east to a distance of 200 feet east of 68th Ct.	79-0-052
173rd Pl.	On north side from 71st Ct. west to Harlem Ave.	83-0-009
173rd Pl.	Lying between a line drawn ten feet east of and parallel (Date approved) to the east line of Tinley Park Municipal Building projected north across that street	12-3-56
173rd St.	North side, from 66th Ct. west to 67th Ct.	79-0-052
173rd St.	North side, 60 feet east of Ozark Avenue	96-0-079
173rd St.	South side, a distance of 55 feet from center line of North Street	95-0-066
174th Pl.	South side, from Oak Park Ave. east to 66th Ave.	79-0-052
174th St.	Between Oketo Ave. and Odell Ave. on the south side only	84-0-010
174th St.	South side, from a point 200 feet west of 67th Ave. to a point 300 feet west thereof	79-0-052
174th St.	South side, from 8951 W. 174th St. to Chestnut Ave.	91-0-055
174th St.	In front of 8838 W. 174th St.	99-0-074
175th St.	On either side for a distance of 70 feet easterly and westerly of the center line intersection of 175th St. and Harlem Ave.	81-0-009
175th St.	North and south sides, from Oak Park Ave. east to Ridgeland Ave.	79-0-052
175th St.	South side for a distance of 115 feet west of the center line of intersection of 175th St. and Duvan Drive	92-0-018
175th St.	From a point beginning 330 feet west of the center line of 175th St. and Oakwood Dr. a distance of 300 feet	92-0-30
175th Pl.	For a distance of 350 feet west of 66th Ave. on the north side only	74-0-005
175th St.	On the south side from 84th Ave. west to the west corporate limits	93-0-071

175th St.	On the north side from a point beginning 392 feet east of the center line of Humber Ln. to a point 804 feet east of the center line of Humber Ln.	93-0-071
175th St.	Within 215 feet of the center line of the Commonwealth Edison right-of-way	98-0-040
176th St.	North side, from Oak Park Ave. west a distance of 150 feet	79-0-052
177th St.	On both sides, from Highland Ave. east to 62nd Ave. (Austin Ave.)	94-0-092
179th St.	On south side from its intersection with 67th Ave. easterly to 66th Ct.	80-0-022
179th St.	North side, from 66th Ct. west to Oak Park Ave.	86-0-003
179th St.	South side, between 84th Ave. and Sippel Dr.	2010-O-039
179th St.	From 94th Ave. to a point 1,235 feet west of the centerline of Route 45 (LaGrange Rd.)	90-0-022
179th St.	South side, from Oak Park Ave. east to Memorial School	98-0-080
179th St.	West of 80th Ave. to Iroquois Trace	2000-0-067
181st St.	North side, from Oak Park Ave. east a distance of 150 feet	79-0-052
181st St.	South side, from Oak Park Ave. east to 66th Ct.	79-0-052
182nd St.	Glen Swilly Cir.	2003-O-016
183rd St.	From 76th Ave. to Central Ave.	90-0-013
183rd St.	On north and south sides a distance of 300 feet north and south from the center line of Harlem Ave.	80-0-012

(C) Penalty.

- (1) The operator of any vehicle violating or failing to comply with any provision of this schedule shall be fined not nor more than \$500 for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.
- (2) The operator of any motor vehicle violating or failing to comply with any provision of Ords. 79-0-031, 79-0-039, 79-0-052, or 80-0-012 above shall be fined not less than \$25 nor more than \$500 for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

('77 Code, Ch. 77, Sched. I)

(3) For provisions concerning towing of vehicles, see Chapter 90 of this code.

SCHEDULE II. PARKING TIME LIMITED.

Sycamore Court Should Be

(A) It shall be unlawful for the driver of any vehicle to park the vehicle for a period of time longer than that designated on any of the following named streets:

STREET	LOCATION		SIDE	HOURS	ORD. NO.
Apache Trail	From Iroquois Trace to Navajo Trace	Во	oth	Between the hours of 7:00 a.m. to 9:00 a.m., Monday through Friday	89-0-065
Bridalwood Ln.	From 174th St. south to 175th St.	Во	oth	Between the hours of 7:00 a.m. to 9:00 a.m., Monday through Friday	95-0-056
Cambridge Place	From 171st Street south to 92nd Avenue	В	oth	Between the hours of 7:00 a.m., Monday through Friday	95-0-056
Cherokee Trail	Cul-de-sac			Between the hours of 7:00 a.m., to 9:00 a.m., Monday through Friday	89-0-065
Chestnut Drive	From 17419 north to 174th St.			Between 8:30 a.m. and 9:30 a.m., and from 3:00 p.m. to 4:00 p.m.	96-0-052
Chippewa Trail	Cul-de-sac			Between the hours of 7:00 a.m. to 9:00 a.m., Monday through Friday	89-0-065
Forest View Dr.	Between 171st St. and Riverside Dr.	W	est/	Two hours, between 8:00 a.m. and 6:00 p.m. weekdays only	74-0-055
Hickory St.	Between 67th Ct. and Oak Park Ave.	В	oth	Two hours	68-0-064
Highland Ave.	From 173rd St. south to 177th St.	В	oth	Between the hours of 7:00 a.m. to 9:00 a.m., Monday through Friday	95-0-077
Inverness Dr.	From 171st St. south to Tayside Lane	В	oth	Three hours, between 7:00 a.m. and 10:00 a.m., weekdays only	99-0-071
Iroquois Trace	From Apache Trail to Navajo Trace			Between the hours of 7:00 a.m. to 9:00 a.m., Monday through Friday	89-0-065
Locust Ave.	From 172nd St. to 174th St.	В	oth	Between the hours of 7:00 a.m. to 9:00 a.m., Monday through Friday	90-0-037
Locust Ave.	Between 172nd St.	E	ast	Between the hours of 3:00 to 4:00 p.m. School Days	2000-0-109
		В	oth		95-0-056

			Two hours, between 8:00 a.m. and 6:00 p.m., weekdays only	
174th St.	From Mulberry Ave. west to 92nd Ave.	Both	7:00 a.m. to 9:00 a.m. on any Monday through Friday	94-0-033
175th St.	From Sayre Ave. east to the termination of 175th St.	Both	Two hours, between 8:00 a.m. and 6:00 p.m., weekdays only	79-0-052
175th Pl.	From Sayre Ave. east to 68th Ave.	Both	Two hours, between 8:00 a.m. and 6:00 p.m., weekdays only	79-0-052
175th Pl.	For a distance of 350 feet west of 66th Ave.	South	Two hours, between 8:00 a.m. and 6:00 p.m., weekdays only	79-0-052
176th St.	Between Oak Park Ave. and 66th Ave.	Both	No parking between 8:00 a.m. and 6:00 p.m.	74-0-055
176th St.	From Oak Park Ave. to 66th Ave.	Both	No parking between 7:00 a.m. and 8:00 a.m., and from 1:30 p.m. to 2:30 p.m.	96-0-067
176th St.	From 68th Ave. east a distance of 150 feet	North	Two hours, between 8:00 a.m. and 6:00 p.m., weekdays only	79-0-052
176th St.	From 68th Ave. east to Oak Park Ave.	South	Two hours, between 8:00 a.m. and 6:00 p.m., weekdays only	79-0-052
176th St.	From 70th Ave. east to 68th Ct.	Both	Two hours, between 8:00 a.m. and 6:00 p.m., weekdays only	79-0-052

- (B) Whoever violates any provision of this schedule for which no penalty is specified shall be subject to the penalties provided in § 70.99.
- (C) Any person, firm, or corporation violating the provisions of Ord. 79-0-052 shall be fined not less than \$25 nor more than \$500 for each offense.

(Ord. 79-0-52, passed 12-4-79) ('77 Code, Ch. 77, Sched. II)

(D) Any person, firm, or corporation violating the provisions of Ords. 88-0-007, 89-0-065 or 90-0-037 shall be fined not less than \$10 nor more than \$500 for each offense.

(Ord. 88-0-007, passed 2-2-88; Ord. 89-0-065, passed 10-17-89; Ord. 90-0-037, passed 5-15-90)

(E) For provisions concerning the towing of vehicles, see Chapter 90 of this code.



Interoffice Memo

Date: June 5, 2019

To: Pat Carr, Asst. Village Manager

From: Forest Reeder, Fire Chief

Re: MABAS Division 24 Master Automatic Aid Agreement

Pat;

MABAS Division 24 has developed a master Automatic Aid Agreement for use between all Departments using the same standard agreement. Previously, each Department had to execute individual agreements with Departments/Districts they wished to have an automatic aid agreement with. The intent is to simplify and consolidate the agreements within our Division using the same document and language for consistency purposes.

Our legal counsel for the Village has reviewed and approved the use of this document for Division 24 purposes. The Fire Department will continue to abide by other existing agreements and review them periodically with other automatic aid departments who are not affiliated with MABAS Division 24. This agreement will automatically renew for successive one-year terms unless terminated in accordance with the requirements of the agreement.

It is my recommendation that this Agreement be discussed and executed at the next Public Safety Committee on June 11, 2019.

FFR/caf

Attach: Automatic Aid Agreement between MABAS 24 Departments

cc: D/C Steve Klotz

AUTOMATIC AID AGREEMENT BETWEEEN THE VILLAGES OF: BURNHAM, CALUMET CITY, COUNTRY CLUB HILLS, DOLTON, EAST HAZEL CREST, FLOSSMOOR, GLENWOOD, HARVEY, HAZEL CREST, HOMEWOD, LANSING, LYNWOOD, MARKHAM, MUNSTER, OAK FOREST, PHOENIX, RIVERDALE, SOUTH HOLLAND, THORNTON, and TINLEY PARK

This Agreement is made and entered on the date next to the signature of the respective parties, by and between the Villages of Burnham, Calumet City, Country Club Hills, Dolton, East Hazel Crest, Flossmoor, Glenwood, Harvey, Hazel Crest, Homewood, Lansing, Lynwood, Markham, Munster, Oak Forest, Phoenix, Riverdale, South Holland, Thornton, and Tinley Park referred to throughout this agreement as the "Cooperating Municipalities."

WHEREAS, Article VII, Section 10 of the Illinois Constitution authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the Cooperating Municipalities have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of Automatic-aid in fire protection, firefighting and protecting life and property from an emergency or disaster; and,

WHEREAS, the Cooperating Municipalities have determined that it is in their best interests to jointly provide for communications procedures, training and other necessary functions to further the provision of the protection of life and property from an emergency or disaster.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants contained herein, the Cooperating Municipalities agree:

Section One - Purpose

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, using an individual Municipality's personnel and equipment to perform functions outside the territorial limits of the Municipality is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further acknowledged that in certain situations, such as the aforementioned, the use of

other Municipality's personnel and equipment to perform functions within the territorial limits of a Municipality is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that the coordination of Automatic-aid through a formal agreement is desirable for the effective and efficient provision of emergency services.

Section Two - Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Cooperating Municipalities": The Villages of Burnham, Calumet City, Country Club Hills,
 Dolton, East Hazel Crest, Flossmoor, Glenwood, Harvey, Hazel Crest, Homewood,
 Lansing, Lynwood, Markham, Munster, Oak Forest, Phoenix, Riverdale, South Holland,
 Thornton, and Tinley Park;
- B. "Stricken Municipality": A Cooperating Municipality requesting Automatic-Aid if an emergency occurs:
- C. "Aiding Municipality": A Municipality furnishing equipment, personnel, and/or services to a Stricken Municipality;
- D. "Emergency": An occurrence or condition in a Municipality's territorial jurisdiction resulting in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Municipality and such that a Municipality determines the necessity and advisability of requesting aid.

Section Three - Authority and Action to Effect Automatic-Aid

- A. The Cooperating Municipalities authorize and direct their respective Fire Chief or designee to take necessary and proper action to render and/or request Automatic-Aid from other Cooperating Municipalities according to the terms of this Agreement. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Municipality. The judgment of the Aiding Municipality's Fire Chief or designee shall be final as to the personnel and equipment available to render aid.
- B. Whenever an emergency occurs and conditions are such that the Fire Chief or his designee of the Stricken Municipality determines it advisable to request aid pursuant to this Agreement he shall notify all Cooperating Municipalities of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Municipality.
- C. The Fire Chief or designee of each Aiding Municipality shall take the following action immediately upon being requested for aid:

- 1. Determine what equipment, personnel and/or services are requested by the Stricken Municipality;
- 2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Municipality;
- Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Municipality;
- 4. Notify the Stricken Municipality if any or all of the requested equipment, personnel and/or services cannot be provided.

Section Four - Jurisdiction over Personnel and Equipment

Personnel dispatched to aid a party under this Agreement shall remain employees of the Aiding Municipality. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Fire Chief or Senior Officer of the Stricken Municipality. The party rendering aid shall at all times have the right to withdraw any and all aid upon the order of its Fire Chief or designee; provided, however, that the party withdrawing such aid shall notify the Fire Chief or Senior Officer of the party requesting aid of the withdrawal of such aid and the extent of such withdrawal.

Section Five - Calls for Service While Rendering Automatic-Aid

- A. When aid is requested from Cooperating Municipalities, the Fire Chief or Designee of the Stricken Municipality may also request assistance from MABAS to stage equipment and personnel from departments other than the Cooperating Municipalities as necessary.
- B. While the Cooperating Municipalities are rendering aid, personnel and equipment provided by MABAS shall backfill and respond to all subsequent calls for service to the Cooperating Municipalities as necessary.

Section Six - Compensation for Aid

Equipment, personnel, and/or services provided under this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties will be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

Section Seven - Insurance

Each party will procure and maintain, at its sole and exclusive expense, insurance coverage as follows:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

No party will have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party or its personnel. The obligations of the Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction.

Section Eight - Indemnification

Each party agrees to waive all claims against all other Cooperating Municipalities for any loss, damage, personal injury, bodily injury or death in consequence of performing Automatic-Aid; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party or its personnel.

Each party requesting or providing aid under this Agreement expressly agrees to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity made by a third party. This indemnity shall include attorney fees and costs that may arise from providing aid under this Agreement. Provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid will be the sole and exclusive responsibility of the respective party for its employees, provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct by the party rendering aid.

Section Nine - Non-Liability for Failure to Render Aid

The rendering of assistance under this Agreement shall not be mandatory if local conditions of the Aiding Municipality prohibit response. The Aiding Municipality will immediately notify the Stricken Municipality of the Aiding Municipality's inability to respond; however, failure to immediately notify the Stricken Municipality of such inability to respond shall not constitute evidence of noncompliance with this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided under this Agreement.

Section Ten - Term

This Agreement shall be in effect for a term of one year from the date of signature and will automatically renew for successive one year terms unless terminated in accordance with this Section.

Any party may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the remaining Cooperating Municipalities specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery or certified mail.

Section Eleven - Effectiveness

This Agreement shall be in full force and effective upon approval by the Cooperating Municipalities in the manner provided by law and upon proper execution.

Section Twelve - Binding Effect

This Agreement will be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party, provided, however, this Agreement may not be assigned by a Cooperating Municipality without prior written consent of all other Cooperating Municipalities.

Section Thirteen - Validity

The invalidity of any provision of this Agreement will not render invalid any other provision. If any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

Section Fourteen - Notices

All notices will be in writing and shall be served personally or by certified mail as follows:

Send to: Copy to:

Village of Burnham	Burnham Fire Department
Attn: Mayor	Attn: Fire Chief
14450 S. Manistee	14101 S. Hoxie Avenue
Burnham, IL 60633	Burnham, IL 6633
The City of Calumet City	Calumet City Fire Department
Attn: Mayor	Attn: Fire Chief
204 Pulaski Road	684 Wentworth Avenue
Calumet City, IL 60409	Calumet City, IL 60409

Send to:	Copy to:		
City of Country Club Hills	Country Club Hills Fire Department		
Attn: Village President	Attn: Fire Chief		
4200 West main Street	4360 183 rd Street		
Country Club Hills, IL 60478	Country Club Hills, IL 60478		
Village of Dolton	Dolton Fire Department		
Attn: Mayor	Attn: Fire Chief		
14122 Chicago Road	14022 Park Avenue		
Dolton, IL 60419	Dolton, IL 60419		
Village of East Hazel Crest	East Hazel Crest Fire Department		
Attn: Village President	Attn: Fire Chief		
1904 174 th Street	17223 S. Throop Street		
East Hazel Crest, IL 60429	East Hazel Crest, IL 60429		
Village of Flossmoor	Flossmoor Fire Department		
Attn: Village Manager	Attn: Fire Chief		
2800 Flossmoor Road	2828 Flossmoor Road		
Flossmoor, IL 60422	Flossmoor, IL 60422		
Village of Glenwood	Glenwood Fire Department		
Attn: Village Manager	Attn: Fire Chief		
One Asselborn Way	605 E. Glenwood-Lansing Road		
Glenwood, IL 60425	Glenwood, IL 60425		
City of Harvey	Harvey Fire Department		
Attn: Mayor	Attn: Fire Chief		
15320 Broadway Avenue	15600 Center Avenue		
Harvey, IL 60426	Harvey, IL 60426		
Village of Hazel Crest	Hazel Crest Fire Department		
Attn: Village Manager	Attn: Fire Chief		
3000 W. 170 th Place	2903 175 th Street		
Hazel Crest, IL 60429	Hazel Crest, IL 60429		
Village of Homewood:	Homewood Fire Department		
Attn: Village Manager	Attn: Fire Chief		
2020 Chestnut Rd.	17950 Dixie Highway		
Homewood IL 60430	Homewood, IL 60430		
Village of Lansing	Lansing Fire Department		
Attn: Village Administrator	Attn: Fire Chief		
3141 Ridge Road	18200 Chicago Avenue		
Lansing, IL 60438	Lansing, IL 60438		
Village of Lynwood	Lynwood Fire Department		
Attn: Mayor	Attn: Fire Chief		
21460 Lincoln Highway	3107 Glenwood Dyer Road		
Lynwood, IL 60411	Lynwood, IL 60411		

City of Markham	Markham Fire Department
Attn: Mayor	Attn: Fire Chief
16313 S. Kedzie Avenue	16313 S. Kedzie Avenue
Markham, IL 60428	Markham, IL 60428
Village of Munster	Munster Fire Department
Attn: Town Manager	Attn: Fire Chief
1005 Ridge Road	550 Fisher Street
Munster, IN 46321	Munster, IN 46321
Village of Oak Forest	Oak Forest Fire Department
Attn: Mayor	Attn: Fire Chief
15440 Central Avenue	5620 James Drive
Oak Forest, IL 60452	Oak Forest, IL 60452
Village of Phoenix	Phoenix Fire Department
Attn: Mayor	Attn: Fire Chief
633 East 151st Street	625 East 151st Street
Phoenix, IL 60426	Phoenix, IL 60426
Village of Riverdale	Riverdale Fire Department
Attn: Village Manager	Attn: Fire Chief
157 W. 144 th Street	725 W. 138 th Street
Riverdale, IL 60827	Riverdale, IL 60827
Village of South Holland	South Holland Fire Department
Attn: Village Administrator	Attn: Fire Chief
16226 Wausau Avenue	16230 Wausau Avenue
South Holland, IL 60473	South Holland, IL 60473
Village of Thornton	Thornton Fire Department
Attn: Village Administrator	Attn: Fire Chief
115 E. Margaret Street	115 E. Margaret Street
Thornton, IL 60476	Thornton, IL 60476
Village of Tinley Park	Tinley Park Fire Department
Attn: Village Manager	Attn: Fire Chief
16250 S. Oak Park Avenue	17355 S. 68 th Court
Tinley Park, IL 60477	Tinley Park, IL 60477

Section Fifteen - Governing Law

This Agreement shall be governed, interpreted and construed under the laws of the State of Illinois.

Section Sixteen - Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which will constitute and be deemed as the same document.

Section Seventeen – Amendments

This Agreement may only be amended by written consent of all the Cooperating Municipalities.

Authorized Signatures: Village of Burnham Title Date City of Calumet City Title Date Village of Country Club Hills Title Date Village of Dolton Title Date Title Village of East Hazel Crest Date Village of Flossmoor Village of Glenwood Title City of Harvey Title Date Village of Hazel Crest Title Date Village of Homewood Title Date

Village of Lansing	Title	Date
Village of Lynwood	Title	Date
City of Markham	Title	Date
Village of Munster	Title	
Village of Oak Forest	Title	Date
Village of Phoenix	Title	Date
Village of Riverdale	Title	Date
Village of South Holland	Title	Date
Village of Thornton	Title	Date
Village of Tinley Park	Title	Date



Interoffice Memo

Date: June 5, 2019

To:

Pat Carr, Asst. Village Manager

From: Forest Reeder, Fire Chief

Re:

Mokena FPD Agreement for Fleet Maintenance

Pat;

Our Intergovernmental Agreements with the Mokena Fire Protection District (MFPD) for fleet maintenance is set to expire soon. The Agreement is a continuation of previously agreed to and in force understandings and will extend our cooperative arrangements. The agreement covers the following intergovernmental understanding:

- 1. That TPFD agrees to continue to participate in a joint fleet maintenance agreement in which the Emergency Vehicle Technicians employed by the MFPD. They are contracted to perform routine, preventive and emergency maintenance of our fire suppression apparatus fleet. The 2019 agreement is an extension of agreements in force since 2014 and details the charges assessed to TPFD for work completed.
- 2. This year's agreement has been updated to change it from an annual agreement to a 5year agreement with an annual update of Exhibit B (Service Price Sheet) if needed. This was done at the request of the Village Manager to reduce annual ordinances.

It is my recommendation that this Agreement be discussed and executed at the next Public Safety Committee on June 11, 2019.

FFR/caf

Attach: 2019 Maintenance Agreement

cc:

D/C Steve Klotz

INTERGOVERNMENTAL AGREEMENT BETWEEN THE MOKENA FIRE PROTECTION DISTRICT AND THE TINLEY PARK FIRE DEPARTMENT FOR FLEET MAINTENANCE AND REPAIR SERVICES

THIS AGREEMENT is entered into this _____ day of _____, 2019, by and between the Tinley Park Fire Department, an Illinois Municipal Corporation, (hereinafter referred to as "Tinley Park") and the Mokena Fire Protection District, an Illinois Municipal Corporation, (hereinafter referred to as "Mokena").

WHEREAS, Tinley Park desires to obtain Fleet Maintenance and repair for Tinley Park's vehicles and equipment from Mokena; and

WHEREAS, Mokena desires to provide said maintenance and repair services to Tinley Park; and

WHEREAS, it is in the best interests of both Mokena and Tinley Park to enter into this Intergovernmental Agreement;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in the exercise of their powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the Parties do hereby agree as follows:

Section 1: Incorporation of Recitals

The foregoing recitals are hereby incorporated herein and made a part of this Agreement.

Section 2: Service Provided by Mokena

- a) Mokena will provide Maintenance and repair for Tinley Park Fleet Vehicles and Equipment. It is mutually understood that Mokena is not the sole provider of Services for Tinley Park.
- b) The standard general labor rate agreed to is set forth at \$105.00/ hour unless specific services are identified through menu pricing and included in this document. A minimum charge of \$26.25 / quarter hour will be charged for all unscheduled labor.
- c) The General Apparatus Maintenance Program will be per the attached "Mokena Fire Protection District Apparatus Maintenance Program" dated 4/8/19 marked as Exhibit A. Prices will be determined based upon the 2020 price sheet which is attached as Exhibit B. This may be modified annually by the parties. Failure by the other party to agree to the alteration of either Exhibit shall permit either party to exercise its right to terminate the agreement.
- d) Unscheduled and Emergency Repairs, Daytime. Mokena makes no guarantee that emergency daytime services can be provided. Mokena does <u>NOT</u> have "Full-time

Personnel" in place. Mokena recognizes the sensitive nature of the assets of Tinley Park and the importance of their services to our local communities. Mokena is committed to providing equally outstanding services to all of its customers. Mokena reserves the right to prioritize, and or reprioritize, its daily workloads as situations dictate. In addition Mokena reserves the right to engage the services of private contractors to meet its obligations in keeping all fleet assets operational in a timely manner. Any service work extending beyond the normal work day and requiring overtime are performed at 1.25 times the general shop labor rate. Mokena reserves the right to utilize its service vehicle to perform services onsite at Tinley Park. These services are performed at the standard general labor rate.

e) Unscheduled and Emergency Repairs, Afterhours. Mokena makes no guarantee that emergency after hour's services can be provided. Mokena does NOT have "On Call Personnel" in place to accommodate after hours services. Fleet personnel are permitted to respond on a case by case situation, but are not mandated to do so. Services provided in this nature are at 1.25 times the general labor rate, a minimum of two hours per call out will be billed. Mokena reserves the right to utilize its service vehicle to perform services onsite at Tinley Park.

Section 3: Waiver; Release; Indemnity

Tinley Park hereby waives, releases and holds harmless Mokena, its elected and appointed officers, officials, attorneys, and employees from, and agrees that Mokena shall not be liable for, any claim, injury, or loss, no matter how sustained, allegedly arising out of or related in any way to the provision of, the use of, the misuse of, or the disruption or failure of the Services pursuant to this Agreement, except only in the event of a willful and wanton conduct on the part of Mokena as determined by a court of law making a specific finding of fact.

Each party agrees to mutually indemnify, defend, and hold harmless the other party, its officers, agents and employees, for any and all third party claims, demands, damages, costs and expenses, including reasonable attorneys' fees, of any kind or nature whatsoever, resulting from bodily injury and physical injury to tangible property, caused by the negligent or willful act or omission by such indemnifying party's officers, agents, and employees in connection with, arising out of, or related to this Agreement.

Nothing in this Agreement prevents either Party from asserting any tort immunities or other legal defenses against lawsuits instituted by any nonparty against one or both parties to this Agreement.

Section 4: Insurance

Each party shall maintain insurance coverage with minimum limits of \$1 million which covers their respective obligations undertaken in this Agreement.

Section 5: Term

The term of this Agreement shall be for a period of five (5) years from the date of execution and may be renewed by either party for consecutive additional five (5) year terms upon written notice by either party received sixty (60) days prior to the expiration of the then current term. However, either party shall have the right to terminate this Agreement upon 15 days written notice delivered by certified mail or in person to the other party.

Tinley Park shall be responsible for payment to Mokena for actual costs incurred through the proposed termination date. Said costs shall be calculated on a daily, prorated basis, based upon the terms cited in this Agreement.

Section 6: No Assignment

Neither Party shall assign this Agreement without the prior written consent of the other Party.

Section 7: Amendments; Waivers

This Agreement and the rights created by this Agreement may not be amended, modified, or waived in any respect except by written agreement expressly referring to this Agreement and duly and validly authorized, executed, and delivered by the Parties.

Section 8: Relationship of the Parties

Mokena shall act as an independent contractor with respect to the provision of the Services pursuant to this Agreement. Nothing in this Agreement is intended, or shall be construed or applied, to create the relationship of principal and agent, partners, or joint ventures between Mokena and Tinley Park.

Section 9: Default

If a Party to this Agreement breaches or is in default of any of the provisions of this Agreement, and the non-breaching Party files suit as a result thereof, the non-breaching Party shall be entitled to recover all reasonable costs of filing suit, including reasonable attorney fees.

Section 10: Governing Law.

The parties agree that because this Agreement is to be performed in Illinois, the State of Illinois shall govern their relation in the interpretation of this Agreement, the State in which the Agreement has deemed to have been executed and delivered.

Section 11: Severability.

The purpose of this Agreement are severable if any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, either party may

terminate this Agreement forthwith, upon the delivery of written notice of termination of the other party.

Section 12: Construction.

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements in negotiations between the parties relating to the subject matter hereof.

Section 13: Notices.

All notices permitted regarding this Agreement shall be transmitted only by personal delivery or by First Class, Certified, or Registered United States mail to the following persons at the addresses stated:

To Mokena:

Chief Howard Stephens Mokena Fire Protection District 19853 Wolf Road Mokena, IL 60448

To Tinley Park:

Chief Forest Reeder Tinley Park Fire Department 6825 W. 173rd Place Tinley Park, IL 60477

Section 14: Authorized Representatives

The officers of Tinley Park executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on behalf of Tinley Park. The officers of Mokena hereby warrant that they have been lawfully authorized to execute this Agreement on behalf of Mokena.

Section 15: Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements in negotiations between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

MOKENA FIRE PROTECTION DISTRICT	VILLAGE OF TINLEY PARK				
President, Board of Trustees	President				
Secretary, Board of Trustees	Secretary				

EXHIBIT A

Mokena Fire Protection District Apparatus Maintenance Program 4-8-19

- Emergency Vehicle Technician (EVT) mechanics are full-time firefighters with the District.
- The MFPD maintenance coordinator will schedule an appointment for apparatus maintenance with a department representative for a time that is convenient for both agencies.
- Basic Preventive Maintenance includes: engine oil and filter change, fuel filter change, chassis and driveline lubrication, set tire pressures, top off all fluids, and apparatus inspection.
- Apparatus inspection process is based on NFPA 1911 Standard for Inspection,
 Maintenance, Testing and Retirement of In-Service Automotive Fire Apparatus.
- For basic prevention maintenance, an ambulance will be in shop for approximately 2- 3 hours, while an engine or truck will be approximately 3-5 hours.
- Optional in-depth brake and front-end inspection conducted by Chandler Services. Chandler Services pulls tires and checks brakes & seals and provide written documentation on brake wear. This can be schedule to be done at same day as preventive maintenance.
- Maintenance is scheduled during mechanics off duty time. When performing maintenance, mechanics do not leave for calls or other duties.
- If a major mechanical issue was discovered during preventive maintenance, the department designee would be contacted and informed of the problem.
- Maintenance records such as fluid and filter type for each apparatus would be kept. The invoice issued would include all work completed, fluids and parts used including a copy of the inspection report.

EXHIBIT B

2020 SERVICE PRICE SHEET

Quick Lube Estimated Costs	Ambulance		Engine/ Squad		Truck	
Fuel filter	\$	48.00	\$	21.00	\$	21.00
Oil filter	\$	40.00	\$	48.25	\$	48.25
Oil	\$	96.25	\$	137.50	\$	137.50
Chassis & Driveline Lubrication	\$	5.00	\$	5.00	\$	5.00
Shop Supplies (5% labor, cap)	\$	9.50	\$	14.25	\$	19.00
Estimated Labor (\$105/ hour) +/- time dependant on situation found	\$	210.00	\$	315.00	\$	420.00
Total Cost	\$	408.75	\$	541.00	\$	650.75

\$350 and up \$350 and up

Optional Services Below Billed at a time and material cost

Pump Oil

Transmission

Transmission Filter & Check Service Transmission Drain, Filter & Check Service

Brakes & Front End

Brake/Front End Inspection

Additional Services

Air Filters Breathers Wipers Batteries

^{**} price dependent on quart capacity

PUBLIC COMMENT

ADJOURNMENT