

MEETING NOTICE

NOTICE IS HEREBY GIVEN that the Regular Meeting of the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, April 16, 2019, beginning at 7:30 PM in the Council Chambers at the Village Hall of Tinley Park, 16250 South Oak Park Avenue, Tinley Park, Illinois.

7:30 PM CALL TO ORDER

 PLEDGE OF ALLEGIANCE

 ROLL CALL

ITEM #1

SUBJECT: CONSIDER APPROVAL OF AGENDA

ACTION: Discussion - **Consider approval of agenda as written or amended.**

COMMENTS: _____

ITEM #2

SUBJECT: CONSIDER APPROVAL OF MINUTES OF THE SPECIAL VILLAGE BOARD MEETINGS HELD ON APRIL 10, 2019.

ACTION: Discussion: **Consider approval of minutes as written or amended.**

COMMENTS: _____

ITEM #3

SUBJECT: CONSIDER ADOPTING RESOLUTION 2019-R-027 RECOGNIZING THE 100TH ANNIVERSARY OF THE AMERICAN LEGION. - Clerk Thirion

ACTION: Discussion: The American Legion was founded in March 1919 in Paris, France, by U.S. World War I military personnel there dedicated to the four pillars of service and advocacy; veterans, military personnel, youth and patriotic values. Ten years later, in 1929, the Tinley Park American Legion began meeting and on July 17, 1931, Post 615 received its Legion Charter and today is among approximately 13,000 local posts worldwide. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #4

SUBJECT: RECEIVE A PLAQUE PRESENTATION FROM SHARON DURLING OF NIMEC AND CHUCK SUTTON OF MC SQUARED RECOGNIZING THE VILLAGE OF TINLEY PARK AS A GREEN POWER COMMUNITY. -

President Vandenberg

ACTION: Discussion: Sharon Durling with NIMEC (Northern Illinois Municipal Electric Collaboration) and Chuck Sutton with MC Squared, the Village's electric aggregation provider, will be presenting a Certificate of Community Partnership from the U.S. EPA Green Power Partnership. This award recognizes the Village's efforts to reduce the risk of climate change through the use of green power. Of all of the EPA Green Power Communities, the Village was recently recognized as #5 in the nation based on percentage of green power used. With the presentation of this award, the Village would also like to recognize the efforts of the Environmental Enhancement Commission for working closely with NIMEC and MC Squared to ensure the success of our electric aggregation program. **No specific action required.**

COMMENTS:

ITEM #5

SUBJECT: CONSIDER ADOPTING RESOLUTION 2019-R-029 RECOGNIZING APRIL 14 TO APRIL 20, 2019 AS NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK IN THE VILLAGE OF TINLEY PARK. -

Trustee Brady

ACTION: Discussion: Whether it's a fire, robbery, medical or another personal emergency, there's always someone to answer our call for help in our moment of need. We pick up the phone, make the call to 9-1-1, and listen to a voice on the other end. The voice guides us through our crisis until responders arrive. While we may never see their faces or know their names, these public safety professionals are the vital link to the emergency responders who come to our rescue. The Tinley Park 911 Center is staffed 24/7, 365 days a year and these professionals, also known as Telecommunicators, are prepared to answer your emergency. April 14th through April 20th is National Telecommunicator Week. The Village appreciates all the hard work and dedication the Telecommunicators do every day. **This Resolution is eligible for adoption.**

COMMENTS:

ITEM #6

SUBJECT: CONSIDER THE APPOINTMENT OF DOMINIC SANFILIPPO TO EXECUTIVE ASSISTANT TO THE MAYOR. - **President Vandenberg**

ACTION: Discussion: Dominic Sanfilippo is the recipient of Latin Honors & Honors with Distinction Award as a graduate from the University of Dayton. Mr. Sanfilippo has held the positions of Alumni Engagement Officer in Dayton, OH and Director of Christian Service at St. Augustine H.S. in San Diego, CA. He has served as Legislative Intern with the United States Senate and the United States Conference of Catholic Bishops in Washington, DC. He also studied abroad as visiting research student at St. Catherine's College, University of Oxford in Oxford, England. Mr. Sanfilippo is excited and honored for the opportunity to serve the Village of Tinley Park as Executive Assistant to the Mayor. **Consider the appointment of Dominic Sanfilippo to the Executive Assistant to the Mayor, effective April 22, 2019.**

COMMENTS: _____

ITEM #7

SUBJECT: CONSIDER A PROCLAMATION RECOGNIZING THE HONORABLE BRIAN H. YOUNKER FOR FOUR YEARS OF SERVICE AS VILLAGE TRUSTEE IN THE VILLAGE OF TINLEY PARK, 2015-2019. - **President Vandenberg**

ACTION: Discussion: **Consider a proclamation recognizing Trustee Brian H. Younker for his four (4) years of service as Village Trustee in the Village of Tinley Park.**

COMMENTS: _____

ITEM #8

SUBJECT: CONSIDER A PROCLAMATION RECOGNIZING THE HONORABLE MICHAEL J. PANNITTO FOR FOUR YEARS OF SERVICE AS VILLAGE TRUSTEE IN THE VILLAGE OF TINLEY PARK 2015-2019. - **President Vandenberg**

ACTION: Discussion: **Consider a proclamation recognizing Michael J. Pannitto for four (4) years of service as Village Trustee in the Village of Tinley Park.**

COMMENTS: _____

ITEM #9

SUBJECT: CONSIDER A PROCLAMATION RECOGNIZING THE HONORABLE JOHN A. CURRAN FOR HIS SERVICE AS VILLAGE TRUSTEE IN THE VILLAGE OF TINLEY PARK 2018-2019. - **President Vandenberg**

ACTION: Discussion: **Consider recognizing John A. Curran for his service as Village Trustee in the Village of Tinley Park.**

COMMENTS: _____

ITEM #10

SUBJECT: RECEIVE COMMENTS FROM STAFF -

COMMENTS: _____

ITEM #11

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC -

COMMENTS: _____

ITEM #12

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:

- A. PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$757,854.94 AS LISTED ON THE VENDOR BOARD APPROVAL REPORT DATED APRIL 12, 2019.

ACTION: Discussion: **Consider approval of consent agenda items.**

COMMENTS: _____

ITEM #13

SUBJECT: CONSIDER ORDINANCE NUMBER 2019-O-017 APPROVING TEXT AMENDMENTS TO SECTION III.J. (PERMITTED ENCROACHMENTS IN REQUIRED YARDS) OF THE ZONING ORDINANCE FOR REGULATIONS RELATED TO THE PERMITTED HEIGHT FOR FENCES IN THE SECONDARY FRONT YARD WHEN APPROVED AS PART OF AN ADMINISTRATIVE VARIANCE PROCESS - **Trustee Glotz**

ACTION: Discussion: Due to the number of variation requests concerning the height of a fence in a secondary yard and due to the building code requirement for a five (5) foot fence for pools, staff drafted Text Amendments to the Zoning Ordinance allowing a five (5) foot fence in a secondary front yard when approved through an administrative variation review. The change will increase the maximum height by one foot (1'), an increase from the currently permitted maximum of four feet (4'). The Plan Commission held a Public Hearing on March 21, 2019 and voted unanimously (7-0) to recommend APPROVAL of the Text Amendments. **This Ordinance is eligible for first reading.**

COMMENTS: _____

ITEM #14

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2019-O-032 APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE LAKOTA GROUP-- **Trustee Glotz**

ACTION: Discussion: The Village Board entered into a Professional Design Services Agreement on July 19, 2018, which identified several design professional services that required further refinement before they could be hired. The plaza design has now progressed to the point that these specialty design professionals can be hired. The additional services are estimated to be an amount not to exceed \$227,050. The original contract with Lakota was for \$180,000 plus \$9,000 for expenses. With the additional services, the total contact will be \$416,050. The Community Development Committee recommended approval of the proposed amendment. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #15

SUBJECT: CONSIDER ADOPTING ORDINANCE NUMBER 2019-O-018 CREATING A PROGRAM FOR REGISTRATING DEFAULTED MORTGAGE PROPERTY WITHIN THE VILLAGE OF TINLEY PARK. - **Trustee Glotz**

ACTION: Discussion: As the Community Development Department embarks on a proactive code compliance program that utilizes current staffing levels and budget, staff investigated opportunities to improve efficiencies of the existing code compliance program. The creation of a registration program for defaulted mortgage properties (foreclosure properties) is expected to provide the most current property contact information to compliance officers for immediate retrieval for compliance purposes. The proposed program requires a semi-annual registration of defaulted properties for a \$300 registration fee. It establishes a standard of care for defaulted mortgage properties that is consistent with Village property maintenance standards. The Community Development Committee discussed the program and voted unanimously to recommend to the Village Board to adopt the program. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #16

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-033 APPROVING AN AGREEMENT WITH PROPERTY REGISTRATION CHAMPIONS LLC (PROCHAMPS) FOR THE ADMINISTRATION OF A DEFAULTED MORTGAGE PROPERTY PROGRAM WITH THE VILLAGE OF TINLEY PARK - **Trustee Glotz**

ACTION: Discussion: The Village Board is considering the adoption of a Defaulted Mortgage Property Registration Program. If adopted, staff is recommending the Village enter into agreement with ProChamps (Property Registration Champions LLC) to handle the administration of the program. ProChamps will provide an electronic registration process and handle collections of the registration fee. They will retain \$100 of the \$300 semi-annual registration fee for all defaulted mortgage property within the Village. The Community Development Committee recommended the Village enter into agreement with ProChamps for a two year term; the contract has been reviewed by the Village Attorney. ProChamps has estimated the Village will receive between \$102,000-\$128,000 annually. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #17

SUBJECT: CONSIDER APPROVING REQUEST FOR PROPOSAL FOR WASTE AND RECYCLING SERVICES AND ISSUE TO QUALIFIED BIDDERS. - Trustee Younker

ACTION: Discussion: The current refuse contract expires on September 30, 2019. The Village and the current contractor (Nuway Disposal) entered into an agreement on September 28, 1993 and extended on September 30, 2011. The current agreement provides for the weekly collection of municipal waste and landscape waste along with the bi-weekly collection of recyclables. Using the existing contract and previous RFPs as a template for minimum requirements, the Village will solicit and review proposals for service. The contract length will be 4 years with provision for 2, 4 year extensions (Extensions must be approved by the Board). **Consider approving request for proposal for waste and recycling services and issue to qualified bidders.**

COMMENTS: _____

ITEM #18

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-031 PLEDGING \$10,000 AND ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGES OF MOKENA AND ORLAND PARK WITH THE INTENT TO FUND SHARED MARKETING TO PROMOTE AVAILABLE REAL ESTATE ALONG THE I-80 CORRIDOR. - Trustee Berg

ACTION: Discussion: The Mayors of Mokena, Orland Park, and Tinley Park formed the Chicago Southland Interstate Alliance (CSIA) to encourage development along the I-80 corridor. CSIA plans to market the corridor's workforce, quality of life and vacant land to attract tech and office focused development. To fund the development and promotion of the marketing materials, CSIA recommends each Village contribute \$10,000 for a total of \$30,000 to start the partnership. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #19

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-035 CEDING THE AGGREGATE REMAINING UNUSED ALLOCATION OF 2019 PRIVATE ACTIVITY BOND VOLUME CAP OF THE VILLAGE OF TINLEY PARK TO THE ILLINOIS FINANCE AUTHORITY AND THE WILL KANKAKEE REGIONAL DEVELOPMENT AUTHORITY. - **Trustee Berg**

ACTION: Discussion: Tinley Park receives a direct allocation of Private Activity Bond Volume Cap every year based on population. The 2019 allocation is \$5,950,140. By May 1 of each year, the Village must obligate the allocation to eligible local projects or cede the allocation for use by other agencies. Since January, no local projects have requested industrial revenue bond financing through this program. Historically, the Village has allocated its unused Volume Cap to agencies serving our geographical region of Cook and Will Counties. In order to support projects that will create jobs and expand the tax base in the region, this Ordinance will cede one half of the total 2019 Volume Cap of \$5,950,140 equally between the Illinois Finance Authority and Will Kankakee Regional Development Authority. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #20

SUBJECT: CONSIDER ADOPTING RESOLUTION 2019-R-030 TO APPROVE AN AGREEMENT WITH THE NATIONAL RESEARCH COUNCIL TO DO A CITIZEN SURVEY. - **Trustee Berg**

ACTION: Discussion: This is a recommendation to contract with the National Research Center (NRC), a survey research and evaluation firm focusing on the public sector, to facilitate a community assessment citizen survey. This statistically-valid survey will provide a data-based picture of residents needs and perspectives and allow us to benchmark Tinley Park against other similarly-sized and regional communities. Results will provide comprehensive data on our government services, policies and management which we can measure against NRCs large resident-opinion database and utilize in updating the Village's strategic plan.

Deliverables will include survey development, sample selection, preparation and mailing of a five-page survey to 1700 households, printing and mailing costs, geocoding, programming and hosting a web version of the survey, data entry and analysis, and a full report of results with multiple layers of reporting. This four month process will begin in June with final reports expected to be available in October. The cost to facilitate this comprehensive survey is \$17,435 and funding has been earmarked in the FY20 marketing budget. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #21

SUBJECT: CONSIDER RESOLUTION 2019-R-034 APPROVING GUARANTEED MAXIMUM PRICE (GMP) FOR FIRE STATION #2/47 CONSTRUCTION - **Trustee Brady**

ACTION: Discussion: Discussion: Based on the Fire Station design costs and bids received, a total project budget has been established. After value engineering review and evaluation, R.C Wegman has submitted a Guaranteed Maximum Price (GMP) for \$5,347,169.00 for review and acceptance by the Board. As seen in the attached contract amendment and spreadsheet, R.C. Wegman has created the estimate of total project budget at \$5.9 mil. Discussions of possible cost savings measures at Committee of the Whole level recommended approval of the presented GMP and amend the construction contract with R.C. Wegman as such.

Staff has discussed each savings option and weighed the current and future advantages and disadvantages of each. It is staff's recommendation to continue with the GMP as proposed and seen in the amendment. This item was discussed at the Committee of the Whole meeting held on April 10, 2019. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #22

SUBJECT: CONSIDER ADOPTING ORDINANCE NUMBER 2019-O-015 ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR ENDING APRIL 30, 2020 FOR THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS - **Trustee Curran**

ACTION: Discussion: On February 26 2019, the Committee of the Whole met and recommended approval of the proposed Budget for fiscal year ending April 30, 2020. The proposed total expenditure budget for the General Fund is \$54,844,151. As required by State statutes, the Tinley Park Public Library is also included in the proposed budget, and the proposed total expenditure budget for the Library's General Fund is \$5,545,250. The proposed total expenditure budget of all Village Funds, including the Tinley Park Public Library, is \$155,644,799. In accordance with State Statutes, a Public Hearing was on April 10, 2019. As required, a copy of the proposed budget has been available for public inspection at the Village Clerk's office and additionally on the Transparency Portal of the Village website since April 3, 2019. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #23

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-028
AUTHORIZING TRANSFERS FROM THE GENERAL FUND, WATER
AND SEWER OPERATIONS AND MAINTENANCE FUND, AND
COMMUTER PARKING LOT OPERATIONS AND MAINTENANCE FUND
- Trustee Curran

ACTION: Discussion: This Resolution implements a series of year end transfers following established fiscal practices as outlined in the Fiscal Policies Manual. These transfers are supported by the excess of revenues over expenses expected to be generated for the fiscal year ended April 30, 2019, or from the Fund Balance of the fund initiating the transfer. The transfers are made to capital and debt service reserve funds to support the current and long term financial needs of the Village to support the replacement of infrastructure, equipment, and provide for debt service on outstanding bonds. The Resolution establishes not to exceed amounts for the contemplated transfers of \$10,000,000 from the General Fund; \$3,000,000 from the Water and Sewer Fund; and \$1,000,000 from the Commuter Parking Lot Fund. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #24

SUBJECT: CONSIDER ADOPTING ORDINANCE NUMBER 2019-O-016
ESTABLISHING PAY SCALES AND CERTAIN FRINGE BENEFITS FOR
EMPLOYEES FOR THE FISCAL YEAR ENDING APRIL 30, 2020 - Trustee
Curran

ACTION: Discussion: This Ordinance establishes the pay scales and certain fringe benefits for non-collective bargained Village employees during the current fiscal year beginning May 1, 2019 and ending April 30, 2020. The recommendation is to increase pay scales 2.5% as a market wage adjustment for non-collective bargained employees. Village staff have incorporated a New Pay Plan that became effective October 2018, and as per the New Pay Plan, management employees will be eligible for Merit awards up to 4% effective May 1, 2019 that are to be based on successful Performance Evaluation and at the recommendation of the Village Manager. All other positions will be evaluated on a point system with the potential for partial and full step increases. Also, Village staff have created its first Fire Pay Plan that discontinues the existing Educational Stipend Program and provides opportunity for formalized Performance Evaluation and step increases for certain positions. Fire Management level positions will also be evaluated and rewarded based on Merit recommendation starting in May 2019. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #25

SUBJECT: CONSIDER DIRECTING THE VILLAGE ATTORNEY TO DRAFT AN ORDINANCE AMENDING TITLE XI, CHAPTER 112, SECTION 112.20 OF THE TINLEY PARK MUNICIPAL CODE – LICENSE CLASSIFICATIONS (I) AND (J) (HOLLYWOOD CASINO AMPHITHEATRE - **President Vandenberg**)

ACTION: Discussion: Village staff has been working with representatives from the Hollywood Casino Amphitheater and Legends Music, LLC (19100 Ridgeland Avenue) to make various amendments to License Classifications (I) and (J) in the Village’s liquor code. Both license classes are specific to the Hollywood Casino Amphitheater. The petitioner has made a substantial investment in the venue this past year, adding several million dollars’ worth of improvements. To accompany these improvements meant to enhance guest experience and safety, they have also proposed the following changes to License Classifications (I) and (J):

- Class (I) License: allow for alcohol sales within the fence line (which includes the grassy hill) at two designated points of sale (South Hill Portable and North Hill Portable), within a secured temporarily fenced in area when all day concerts play in the parking lot, and within an extended fence line outside of gate 4 and potentially gate 3 when attendance is above 23,000 to allow for more concourse space; sales of wine by the recyclable can and service of wine coolers up to 25 ounces; roaming, mobile vendors selling alcohol in the lawn area.
- Class (J) License: sales of wine by recyclable can and service of wine coolers up to 25 ounces; VIP areas be allowed to sell the same sized drinks as is allowed in the Concession Areas in Class I; allow for guests to be able to take their beverages out of all private VIP areas into the rest of the venue from the VIP area; permit the sale of alcohol to guests who have tickets to certain private areas adjacent to the floor boxes, but who do not also hold floor box tickets; sale of alcohol by bottle service in upper Skyboxes.
- Additionally, adjustment of ordinance language to be more universally applicable to allow for reasonable changes

The Police Department is fully aware of the proposed changes and will continue to maintain a close working relationship with the Amphitheater. The Building Department has already received the various permit applications for changes related to the items above and is working with the Amphitheater to ensure code compliance. The proposed ordinance would amend License Classifications (I) and (J) to include the items laid out above. **Consider directing the Village Attorney to draft an Ordinance amending Title XI, Chapter 112, Section 112.20 of the Tinley Park Municipal Code - License Classifications (I) and (J).**

COMMENTS: _____

ITEM #26

SUBJECT: RECEIVE COMMENTS FROM THE BOARD -

COMMENTS: _____

ITEM #27 ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- A. THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY.
- B. LITIGATION, WHEN AN ACTION AGAINST, AFFECTING OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE TRIBUNAL, OR WHEN THE PUBLIC BODY FINDS THAT AN ACTION IS PROBABLE OR IMMINENT, IN WHICH CASE THE BASIS
- C. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAIN
- D. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.

ADJOURNMENT

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Special Meeting of the Board of Trustees - Minutes**MINUTES OF THE SPECIAL BOARD MEETING OF THE TRUSTEES,
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,
ILLINOIS, HELD APRIL 10, 2019**

The special meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Council Chambers located in the Village Hall of Tinley Park, 16250 S. Oak Park Avenue, Tinley Park, IL on April 10, 2019. President Vandenberg called this meeting to order at 7:53 p.m.

At this time Village Attorney Patrick Connelly stated that in the absence of the Mayor his is calling the meeting to order.

Present and responding to roll call were the following:

Village President Pro-Tem:	Michael J. Pannitto
Village Clerk:	Kristin A. Thirion
Trustees:	Cynthia A. Berg William P. Brady Michael W. Glotz John A. Curran
Absent:	
Village President:	Jacob C. Vandenberg
Trustee:	Brian H. Younker
Also Present:	
Village Manager:	David Niemeyer
Assistant Village Manager:	Patrick Carr
Village Attorney:	Patrick Connelly

Village Attorney noted that this is a special meeting and only items on the agenda can be discussed. He also stated that in the absence of the Village President Trustee Pannitto would be chairing the meetings.

**A PUBLIC HEARING HELD ON APRIL 10, 2019, BEFORE THE CORPORATE
AUTHORITIES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,
ILLINOIS, TO CONSIDER THE PROPOSED 2020 FISCAL YEAR BUDGET
(MAY 1, 2019 THROUGH APRIL 30, 2020)**

Trustee Curran called the Public Hearing to order at 7:53 p.m. Motion was made by Trustee Curran seconded by Trustee Brady, to open the Public Hearing to consider the proposed 2020 Fiscal Year Budget (May 1, 2019 through April 30, 2020. Trustee Curran declared the Public Hearing open. Vote by voice call.

In conformance with the State Statutes, a notice of Public Hearing was published in the newspaper on Wednesday, April 3, 2019, and the proposed budget has been available for public inspection at the Village Clerk's office since Wednesday, April 3, 2019.

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Special Meeting of the Board of Trustees - Minutes

At this time Assistant Village Treasurer Michael Zonsius presented an overview of the Fiscal Year 2020 Annual Budget. The projected total revenue is \$115,610,215 including the Tinley Park Public Library. The projected total expense is \$155,644.799 including the Tinley Park Public Library.

DRAFT

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Special Meeting of the Board of Trustees - Minutes

Major Funds for the Village of Tinley Park include:

Revenue		
General	\$55,996,239	51.6%
Water & Sewer	\$26,243,080	24.2%
All Other Funds	\$17,265,633	24.2%
	\$108,556,411	100%

Expense		
General	\$54,844,151	36.9%
Water & Sewer	\$26,098,128	17.6%
Capital Improvement Fund	\$24,912,979	16.8%
Surtax Capital Projects Fund	\$10,517,602	7.0%
All Other Funds	\$32,143,597	21.7%
	\$148,516,457	100%

Capital Expenditures for the Village of Tinley Park include:

Project	\$27,591,466	53%
Rolling Stock	\$764,359	1%
Software	\$621,603	1%
Equipment	\$2,422,020	5%
Facilities	\$2,641,978	5%
Infrastructure	\$10,113,173	19%
Other	\$8,222,471	16%

Other Capital Expenditures include Fire Station #47 and Harmony Square Plaza.

The Pavement Management Program which includes 11.2 miles of resurfaced road is \$3,960,000.

Trustee Curran stated that this is a Public Hearing and asked if anyone would care to address the Board.

No one came forward.

Motion was made by Trustee Curran, seconded by Trustee Glotz, to adjourn the Public Hearing. Vote by voice call. President Pro-Tem Pannitto declared the motion carried and adjourned the Public Hearing at 8:02 p.m.

At this time, President Pro-Tem Pannitto asked if anyone from the Public would care to address the Board.

No one came forward.

Motion was made by Trustee Berg, seconded by Trustee Curran, to adjourn the special Board meeting. Vote by voice call. President Pro-Tem Pannitto declared the motion carried and adjourned the special Board meeting at 8:03 p.m.

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Special Meeting of the Board of Trustees - Minutes

PLEASE NOTE: Where there is no summary of discussion on any items in the minutes, this reflects that no discussion occurred other than the introduction of the item.

APPROVED:

Village President

ATTEST:

Village Clerk

DRAFT

April 10, 2019 | 1

Special Meeting of the Board of Trustees - Minutes**MINUTES OF THE SPECIAL BOARD MEETING OF THE TRUSTEES,
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,
ILLINOIS, HELD APRIL 10, 2019**

The special meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Council Chambers located in the Village Hall of Tinley Park, 16250 S. Oak Park Avenue, Tinley Park, IL on April 10, 2019. President Pro-Tem Pannitto called this meeting to order at 8:03 p.m. and led the Board and audience in the Pledge of Allegiance.

Present and responding to roll call were the following:

Village President Pro-Tem:	Michael J. Pannitto
Village Clerk:	Kristin Thirion
Trustees:	Cynthia A. Berg William P. Brady Michael W. Glotz John A. Curran
Absent:	
Village President:	Jacob C. Vandenberg
Trustee:	Brian H. Younker
Also Present:	
Village Manager:	David Niemeyer
Asst. Village Manager:	Patrick Carr
Village Attorney:	Patrick Connelly

Motion was made by Trustee Berg, seconded by Trustee Brady, to approve the agenda as written or amended for this meeting. Vote by voice call. President Pro-Tem Pannitto declared the motion carried.

Motion was made by Trustee Berg, seconded by Trustee Brady, to approve and place on file the minutes of the Regular Village Board Meeting held on March 5, 2019. Vote by voice call. President Pro-Tem Younker declared the motion carried.

At this time, the Village Board **RECEIVED A PRESENTATION OF A USED POLICE CAR TO SPECIAL OLYMPICS FOR USE IN THE "LAW ENFORCEMENT TORCH RUN FOR SPECIAL OLYMPICS" ON JULY 20, 2019, AT ROUTE 66 RACEWAY IN JOLIET.**

Sergeant Darren Persha and Sergeant Bill Devine are asking the Village to donate one of the Police Department's old squad cars that has been declared surplus and is slated for auction to be used in a Law Enforcement Torch Run for Special Olympics fund raising event. The car will be modified to the required specs and turned into a racecar for the event. On July 20th, at Route 66 Raceway in Joliet, the car will represent the Tinley Park Police Department in the "Five-O at the Dirty-O" race during one of the Tournament of Destruction, Demolition Derby Events. The car will participate in a 15 lap race around the dirt oval track with squad cars from other departments. Prior to the race, they will be seeking sponsors for the car and donations to the Law Enforcement Torch Run for Special Olympics. Sponsors will get to have their logos displayed on the car much like they do on the

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Special Meeting of the Board of Trustees - Minutes

NASCAR circuit. Numerous volunteers have already pledged to help get the car ready and everyone is very excited to be involved. The entire process promises to be a lot of fun and will surely add to the positive exposure of the Village of Tinley Park and its Police Department. Last year, the Tinley Park Police Officers raised over \$150,000 for the Torch Run, and were the 2nd highest fund raising department in the state for 2018. Vote on roll call: Ayes: Pannitto, Berg, Brady, Glotz, Curran. Nays: None. Absent: Younker, Vandenberg. President Pro-Tem Pannitto declared the motion carried.

Motion was made by Trustee Berg, seconded by Trustee Curran, to **PROCLAIM APRIL 13, 2019, AS "RACING BETTENHAUSEN DAY" IN THE VILLAGE OF TINLEY PARK.** On Saturday, April 13, 2019, the American Racing Memorial Association (ARMA) will honor the racing Bettenhausen Family with the installation of a race-themed historic marker at the Tony Bettenhausen Recreation Center, 8125 171st Street. Tinley Park native, Tony Bettenhausen, became the first Bettenhausen family member to enter auto racing and soon became known as the "Tinley Park Express." Tony who made his rookie start in Indianapolis in 1946, quickly became one of the most popular drivers of his day and brought worldwide recognition to Tinley Park. Tony passed away in 1961 in a fiery wreck at the Indianapolis Motor Speedway. The family racing was continued by his sons, Gary, Merle and Tony Lee. Between these four (4) individuals, the family initiated an amazing fifty-one (51) starts in the Indianapolis 500. Vote by voice call. President Pro-Tem Pannitto declared the motion carried.

At this time, President Pro-Tem Pannitto, asked if anyone from the Staff would care to address the Board.

No one came forward.

At this time, President Pro-Tem Pannitto, asked if anyone from the Public would care to address the Board.

No one came forward.

Motion was made by Trustee Berg, seconded by Trustee Brady, to consider approving the following Consent Agenda items:

The following Consent Agenda items were read by the Village Clerk:

- A. CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-014 AUTHORIZING A LEASE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND COMMONWEALTH EDISON FOR A RECREATIONAL PATH SOUTH OF 179TH STREET TO THE TINLEY PARK PARK DISTRICT DOG PARK THROUGH AUGUST 31, 2028.
- B. CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-017 APPROVING THE SECOND AND FINAL EXTENSION OF THE AWARDED CONTRACT WITH AQUAMIST PLUMBING AND LAWN SPRINKLING CO., INC. FOR LAWN IRRIGATION IN THE AMOUNT OF \$28,907.

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Special Meeting of the Board of Trustees - Minutes

- C. CONSIDER THE ADOPTING RESOLUTION NUMBER 2019-R-016 APPROVING THE FIRST EXTENSION OF THE AWARDED CONTRACT WITH TRUGREEN FOR THE VILLAGE'S 2019 LAWN CARE PROGRAM IN THE AMOUNT OF \$32,936.
- D. CONSIDER REQUEST FROM VFW POST 2791 TO CONDUCT A QUEEN OF HEARTS RAFFLE BEGINNING ON APRIL 11, 2019, WITH THE WINNER BEING DRAWN EACH WEDNESDAY AT THE VFW POST 2791, 17147 OAK PARK AVENUE.
- E. CONSIDER PAYMENT OF IMPACT FEES IN THE AMOUNT OF \$500 TO CONSOLIDATED HIGH SCHOOL DISTRICT 230 FROM THE ESCROW FUND.
- F. CONSIDER REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, JUNE 29, 2019, ON QUEEN VICTORIA LANE, BETWEEN 8328 AND 8340 FROM 2:00 P.M. TO 10:00 P.M.
- G. CONSIDER REQUEST FROM ST. JUDE RUNS TO CONDUCT A TAG DAY ON SATURDAY, MAY 25, 2019, AND SATURDAY, JUNE 22, 2019, AT CERTAIN INTERSECTIONS IN THE VILLAGE OF TINLEY PARK.
- H. PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$4,997,150.03 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED MARCH 8, MARCH 15, MARCH 22, MARCH 29, 2019, AND APRIL 5, 2019.

President Pro-Tem Pannitto, asked if anyone from the Board would like to remove or discuss any items from the Consent Agenda. No items were removed or discussed. Vote on roll call: Ayes: Pannitto, Berg, Brady, Glotz, Curran. Nays: None. Absent: Younker, Vandenberg. President Pro-Tem Pannitto declared the motion carried.

Motion was made by Trustee Glotz, seconded by Trustee Curran, to adopt and place on file **ORDINANCE NUMBER 2019-O-014 APPROVING THE OFFICIAL 2018 TINLEY PARK ZONING MAP**. Per the Illinois Municipal Code, municipalities must adopt an Official Zoning Map by March 31st of each year. No properties are being rezoned as part of the adoption of the Official Zoning Map; it is only reflecting changes and corrections completed during the previous year. The Plan Commission reviewed the draft 2018 Official Zoning Map on March 7, 2019 and voted 9-0 to unanimously recommend approval. Vote by voice call. President Pro-Tem Pannitto declared the motion carried.

Motion was made by Trustee Curran, seconded by Trustee Berg, to adopt and place on file **RESOLUTION NUMBER 2019-R-022 (IDOT RESOLUTION 19-00000-00-GM) AUTHORIZING AN APPROPRIATION OF UP TO \$1,507,000 IN MFT FUNDS FOR THE FY2020 PAVEMENT MANAGEMENT PROGRAM**. This Resolution between the Village of Tinley Park and the Illinois Department of Transportation would authorize the appropriation of up to

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Special Meeting of the Board of Trustees - Minutes

\$1,507,000 in MFT funds for the purpose of maintaining streets and highways under the applicable provision of the Illinois Code from January 1, 2019 to December 31, 2019. Actual expenditures under this resolution will be subject to the amount of funds available. The total program cost is not expected to exceed \$3,960,000. Funding was discussed at the Special Public Works Committee meeting held on April 9, 2019. Passage of this Resolution will allow the Village to competitively bid the project prior to the first major State controlled bid letting in an effort to obtain the best possible unit pricing. This item was discussed at the Public Works Committee Meetings held on April 9, 2019. President Pro-Tem Pannitto, stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Pannitto, Berg, Brady, Glotz, Curran. Nays: None. Absent: Younker, Vandenberg. President Pro-Tem Pannitto declared the motion carried.

Motion was made by Trustee Curran, seconded by Trustee Berg, to adopt and place on file **RESOLUTION NUMBER 2019-R-023 APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING FOR ENGINEERING SERVICES RELATED TO THE FY2020 PAVEMENT MANAGEMENT PROGRAM.** This agreement between the Village of Tinley Park and Robinson Engineering would include preliminary design engineering and field services for the FY 2020 Pavement Management Program (PMP). Final costs of this agreement are in accordance with State requirements and will be based on a percentage basis of the PMP awarded contract amount (3.5% for design and 6% for construction observation). This item was discussed at the Special Public Works Committee meeting held on April 9, 2019. President Pro-Tem Pannitto, stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Pannitto, Berg, Brady, Glotz, Curran. Nays: None. Absent: Younker, Vandenberg. President Pro-Tem Pannitto declared the motion carried.

Motion was made by Trustee Berg, seconded by Trustee Glotz, to adopt and place on file **RESOLUTION NUMBER 2019-R-019 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND U.S. AQUA VAC, INC., CRETE, IL FOR APPLE LANE POND SEDIMENT REMOVAL.** Upon completion of an RFP process for procuring aquatic sediment removal services at Apple Lane Pond, the two (2) proposals submitted February 26, 2019 were reviewed and scored.

The following contractors received by proposals:

U.S. Aqua Vac, Inc., Crete, IL
V# Companies, Ltd., Woodridge, IL

U.S. Aqua Vac was given the highest rating. The contract period is six (6) months. The Village has funds budgeted and available for this expenditure. This contract was discussed at the Public Works Committee held on March 12, 2019. Consider awarding a contract for the Apple Lane Pond Sediment Removal to U.S. Aqua Vac, Inc., Crete, IL. President Pro-Tem Pannitto, stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Pannitto, Berg, Brady, Glotz, Curran. Nays: None. Absent: Younker, Vandenberg. President Pro-Tem Pannitto declared the motion carried.

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Special Meeting of the Board of Trustees - Minutes

Motion was made by Trustee Berg, seconded by Trustee Brady, to adopt and place on file **RESOLUTION NUMBER 2019-R-020 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CONSERVATION LAND STEWARDSHIP (CLS), LLC, ELMHURST, IL FOR APPLE LANE POND SHORELINE RESTORATION.** Upon completion of an RFP process for procuring naturalized landscape restoration services around the shoreline at Apple Pond, the following five (5) proposals received by February 26, 2019 were reviewed and scored:

Conservation Land Stewardship (CLS), Elmhurst, IL

Pizzo & Associates, Leland, IL
V3 Companies, Woodridge, IL
Tallgrass Restoration, Schaumburg, IL
Semper Fi Land, Inc., Aurora, IL

Conservation Land Stewardship was given the highest rating. The contract period is for four (4) years, which includes three (3) years of site stewardship during the establishment period. The Village has funds budgeted and available for this expenditure. This contract was discussed at the March 12, 2019 Public Works Committee. Consider awarding a contract for the Apple Pond Shoreline Restoration to Conservation Land Stewardship, Elmhurst, IL in the amount of \$143,687. President Pro-Tem Pannitto, stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Pannitto, Berg, Brady, Glotz, Curran. Nays: None. Absent: Younker, Vandenberg. President Pro-Tem Pannitto declared the motion carried.

Motion was made by Trustee Glotz, seconded by Trustee Brady, to adopt and place on file **RESOLUTION NUMBER 2019-R-021 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND PIZZO & ASSOCIATES, LTD. LELAND, IL FOR FAIRFIELD GLEN WETLANDS RESTORATION.** Upon completion of an RFP process for procuring naturalized landscape restoration services at the Fairfield Glen wetlands, the following six (6) proposals received by February 26, 2019, were reviewed and scored:

Pizzo & Associates, Leland, IL
Conservation Land Stewardship (CLS), Elmhurst, IL
VS Companies, Woodridge, IL
Semper Fi Land Inc., Aurora, IL
ENCAP, Inc., DeKalb, IL
Tallgrass Restoration, Schaumburg, IL

Pizzo & Associates was given the highest rating. The contract period covers (4) four years, which includes three (3) years of site stewardship during the plantings establishment period. The Village has funds budgeted and available for this expenditure. This contract was discussed at the March 12, 2019, Public Works Committee. Consider awarding a contract for the Fairfield Glen Restoration to Pizzo & Associates, Leland, IL in the amount of \$286,620. President Pro-Tem Pannitto, stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Pannitto, Berg, Brady, Glotz, Curran. Nays: None. Absent: Younker, Vandenberg. President Pro-Tem Pannitto declared the motion carried.

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Special Meeting of the Board of Trustees - Minutes

Motion was made by Trustee Berg, seconded by Trustee Brady, to adopt and place on file **RESOLUTION NUMBER 2019-R-015 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND RIDGE LANDSCAPE SERVICES, FRANKFORT, IL FOR MOWING VILLAGE MAINTAINED AREAS.** Upon completion of a bid process for procuring lawn mowing services at sites throughout the Village, the following five (5) bids received on March 5, 2019 were reviewed:

<u>Contractor</u>	<u>Base Bid Amount</u>
Ridge Landscape Services, Frankfort, IL	\$256,280.96
Bearly Landscaping, Inc., Lockport, IL	\$275,231.54
Beverly Environmental, LLC, Markham, IL	\$403,680.00
Christy Webber Landscapes, Chicago, IL	\$476,964.25
*Quarry Cartage, Dyer, Ind.	\$165,543.17

Quarry Cartage was the apparent lowest bidder but withdrew after opening. The second lowest responsible bidder was Ridge Landscape Services. The Village has worked with Ridge Landscape in the past, and it has proven to be a reliable contractor. The contract period covers one (1) year, with two (2) options for renewal. The Village has funds budgeted and available for this expenditure. This contract was discussed at the Public Works Committee held on March 12, 2019. Based on the RFP, quantities were adjusted to meet available funds. The number of times the contractor would mow each site was decreased from thirty-two (32) to twenty-four (24) to meet the budget. There normally is 6 to 8 weeks that the Village does not mow as frequently due to the grass going dormant with high temperatures. Consider awarding a contract to Ridge Landscape Services, Frankfort, IL for \$183,810.72. President Pro-Tem Pannitto, stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Pannitto, Berg, Brady, Glotz, Curran. Nays: None. Absent: Younker, Vandenberg. President Pro-Tem Pannitto declared the motion carried.

Motion was made by Trustee Brady, seconded by Trustee Curran, to adopt and place on file **RESOLUTION NUMBER 2019-R-018 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTY WEBBER LANDSCAPES, CHICAGO, IL FOR LANDSCAPE BED MAINTENANCE.** Upon completion of an RFP process for procuring landscape bed maintenance services at sites throughout the Village, the following four (4) proposals received by March 5, 2019 were reviewed and scored:

Christy Webber Landscape, Brookfield, IL
 Ridge Landscape, Moken, IL
 Beverly Environmental, LLC, Markham, IL

Christy Webber Landscapes was given the highest rating. The contract period covers one (1) year, with two (2) options for renewal. The Village has funds budgeted and available for this expenditure. This contract was discussed at the March 12, 2019, Public Works Committee. Consider awarding a contract for \$157,360.25 for the Landscape Bed Maintenance to Christy Webber Landscapes, Chicago, IL. President Pro-Tem Pannitto, stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Pannitto, Berg, Brady, Glotz, Curran. Nays: None. Absent: Younker, Vandenberg. President Pro-Tem Pannitto declared the motion carried.

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Special Meeting of the Board of Trustees - Minutes

Motion was made by Trustee Berg, seconded by Trustee Curran, to adopt and place on file **RESOLUTION NUMBER 2019-R-025 APPROVING AND AWARDED VARIOUS OAK PARK AVENUE GRANTS TO THE VETERINARY CLINIC OF TINLEY PARK LOCATED AT 17745 S. OAK PARK AVENUE (CYNTHIA CECOTT, OWNER)**. This ordinance approves a Façade Grant, Sign Grant, Landscaping Grant, and a Code Compliance Grant for Cynthia Cecott. Planned improvements for the building at 17745 Oak Park Avenue will include include a new façade, new sign, new landscaping, and the renovation of the interior spaces including the installation of a fire alarm system and sprinkler system. The total matching grants will not exceed \$58,310. The Economic and Commercial Commission has discussed and recommended approval of the proposed Resolution. President Pro-Tem Pannitto, stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Pannitto, Berg, Brady, Glotz, Curran. Nays: None. Absent: Younker, Vandenberg. President Pro-Tem Pannitto declared the motion carried.

Motion was made by Trustee Glotz, seconded by Trustee Berg, to adopt and place on file **RESOLUTION NUMBER 2019-R-026 AUTHORIZING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND MERIDIAN IT FOR THE DESIGN AND BUILD OF A DISASTER RECOVERY SECONDARY DATA CENTER**. Disaster Recovery is a long term complex item on the VoTP Strategic Plan. The VoTP Emergency Management Department has created plans for Disaster Recovery and Business Continuity to support and protect our residents. In order to maintain business continuity and provide for disaster recovery during the occurrence of a major event in the Village the IT Department has also been developing an IT centric disaster recovery plan and mitigation strategy. A key component of the plan is the creation of a secondary data center at a location outside of Village Hall. The Village Board recommended that an RFP be generated and posted to allow all companies to bid on the project. The RFP was posted on January 16, 2019 with a submission deadline of January 31, 2019. The Village received one response to the RFP from Meridian IT. This item was discussed at the Public Safety Committee meeting held on March 12, 2019. Funding is available in the approved FY19 Capital Projects Budget. Maintenance is included in the approved in both the FY19 and the proposed FY20 Budgets. Consider approving a contract with Meridian IT for the design and build of a disaster recovery secondary data center for a cost of \$161,280. President Pro-Tem Pannitto, stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Pannitto, Berg, Brady, Glotz, Curran. Nays: None. Absent: Younker, Vandenberg. President Pro-Tem Pannitto declared the motion carried.

Motion was made by Trustee Berg, seconded by Trustee Brady, to adopt and place on file **RESOLUTION NUMBER 2019-R-024 AUTHORIZING SIKICH LLP TO CONDUCT THE ANNUAL FINANCIAL AUDIT OF THE VILLAGE FOR THE FISCAL YEAR ENDING APRIL 30, 2019**. In 2017, the Village solicited a Request for Proposal (RFP) for the professional services associated with external audit and financial reporting. The firm Sikich LLP was selected to perform the professional audit services through Village fiscal year ending 2021. The proposed fees for the FY2019 audit are not expected to exceed \$47,935 per their proposal. Consider authorizing the Village Manager and Treasurer to sign the Engagement Letter for conducting the annual audit for the Fiscal Year Ending April 30, 2019. President Pro-Tem Pannitto, stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Pannitto, Berg, Brady, Glotz, Curran. Nays: None. Absent: Younker, Vandenberg. President Pro-Tem Pannitto declared the motion carried.

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Special Meeting of the Board of Trustees - Minutes

Motion was made by Trustee Berg, seconded by Trustee Brady, to place on first reading **APPROVAL OF ORDINANCE NUMBER 2019-O-015 ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR ENDING APRIL 30, 2020 FOR THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS.** On February 26, 2019, the Committee of the Whole met and recommended approval of the proposed Budget for fiscal year ending April 30, 2020. The proposed total expenditure budget for the General Fund is \$54,844,151. The Tinley Park Public Library is also included in the proposed budget, and the proposed total expenditure budget for the Library's General Fund is \$5,545,250. The proposed total expenditure budget of all Village Funds, including the Tinley Park Public Library is \$155,644,799. In accordance with State Statutes, a Public Hearing was held prior to this meeting (April 10, 2019). As required, a copy of the proposed budget has been available for public inspection at the Village Clerk's office and on the Transparency Portal of the Village website since April 3, 2019. Vote by voice call. President Pro-Tem Pannitto declared the motion carried.

Motion was made by Trustee Curran, seconded by Trustee Glotz, to place on first reading **RESOLUTION NUMBER 2019-R-028 AUTHORIZING TRANSFERS FROM THE GENERAL FUND, WATER AND SEWER OPERATIONS AND MAINTENANCE FUND, AND COMMUTER PARKING LOT OPERATIONS AND MAINTENANCE FUND.** This Resolution implements a series of year end transfers following established fiscal practices as outlined in the Fiscal Policies Manual. These transfers are supported by the excess of revenues over expenses expected to be generated for the fiscal year ending April 30, 2019, or from the Fund Balance of the fund initiating the transfer. The transfers are made to capital and debt service reserve funds to support the current and long term financial needs of the Village to support the replacement of infrastructure, equipment, and provide for debt service on outstanding bonds. The Resolution establishes not to exceed amounts for the contemplated transfers of \$10,000,000 from the General Fund; \$3,000,000 from the Water and Sewer Fund, and \$1,000,000 from the Commuter Parking Lot Fund. Vote by voice call. President Pro-Tem Pannitto declared the motion carried.

At this time, President Pro-Tem Pannitto, asked if anyone from the Board would care to address the Board.

No one came forward.

Motion was made by Trustee Berg, seconded by Trustee Curran, at 8:40 p.m. to adjourn to Executive Session to discuss the following:

- A. COLLECTIVE NEGOTIATING MATTERS BETWEEN THE PUBLIC BODY AND ITS EMPLOYEES OR THEIR REPRESENTATIVES, OR DELIBERATIONS CONCERNING SALARY SCHEDULES FOR ONE OR MORE CLASSES OF EMPLOYEES.
- B. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE

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Special Meeting of the Board of Trustees - Minutes

PUBLIC BODY TO DETERMINE ITS VALIDITY.

Vote on roll call: Ayes: Pannitto, Berg, Brady, Glotz, Curran. Nays: None. Absent: Younker, Vandenberg. President Pro-Tem Pannitto declared the motion carried.

Motion was made by Trustee Curran, seconded by Trustee Berg, to adjourn the Executive Session and reconvene the special Board meeting. Vote by voice call. President Pro-Tem Pannitto declared the motion carried and reconvened the special Board meeting at 8:52 p.m.

Motion was made by Trustee Berg, seconded by Trustee Brady, to adjourn the special Board meeting. Vote by voice call. President Pro-Tem Pannitto declared the motion carried and adjourned the regular Board meeting at 8:52 p.m.

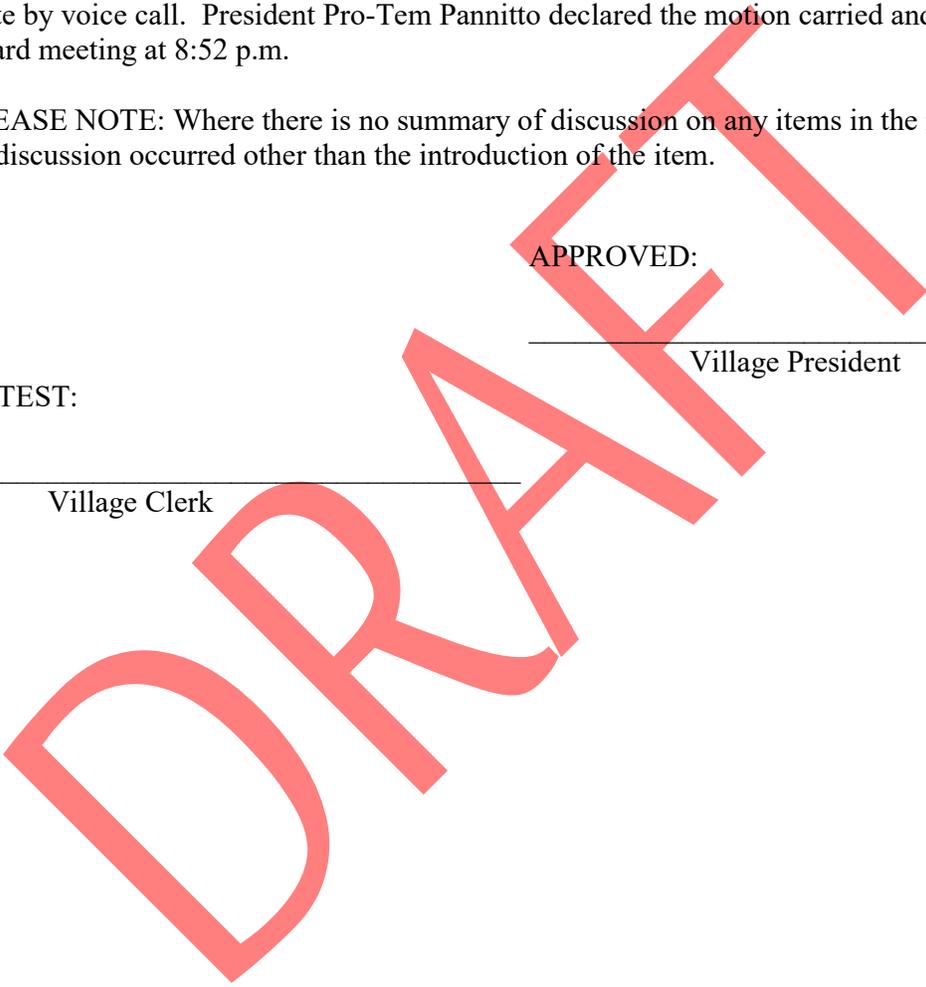
PLEASE NOTE: Where there is no summary of discussion on any items in the minutes, this reflects that no discussion occurred other than the introduction of the item.

APPROVED:

Village President

ATTEST:

Village Clerk



Village of Tinley Park



RESOLUTION 2019-R-027

RECOGNIZING THE 100TH ANNIVERSARY OF THE AMERICAN LEGION 1919-2019

WHEREAS, the American Legion was founded in March 1919 in Paris, France, by U.S. World War I military personnel stationed there who were dedicated to four pillars of service and advocacy: veterans, military personnel, youth, and patriotic values; and

WHEREAS, ten years later, in 1929, the Tinley Park American Legion Post 615 began meeting under the leadership of the Post’s first Commander, Frank Hoar. On July 17, 1931, Post 615 received its Legion Charter and today is one of approximately 13,000 local posts worldwide; and

WHEREAS, the current building at 17423 67th Court, housing American Legion Post 615 was erected in 1963 under Commander Marvin Bettenhausen. It is currently the Legion home to approximately 750 members of the Tinley Park American Legion Family which includes the American Legion, Legion Auxiliary, Sons of the American Legion, and the Legion Riders; and

WHEREAS, American Legion membership is open to military personnel and veterans who have served their nation on active duty during wartime. Eligibility has been and is open to all personnel who have served on active duty during any period of conflict designated by our U. S. Congress. This community service organization has nearly three million members throughout the world; and

WHEREAS, members of American Legion Post 615 donate countless hours of volunteer service to Tinley Park and surrounding communities annually. Assistance is provided for Veterans Administration benefits, sponsoring scouting units, and awarding of scholarships. Post 615 delivers support to organizations including Manteno Vet’s Home, Honor Flight, Legion Boy’s State Police Academy, D.A.R.E., Tinley Wish, American Cancer Society, and Special Olympics.

WHEREAS, today the national American Legion consists of fifty-five (55) departments in each of the fifty (50) states as well as the District of Columbia, France, Mexico, the Philippines, and Puerto Rico; and

WHEREAS, the American Legion has been instrumental in the creation of major institutions of American society, including formation of the Department of Veterans Affairs, creation of U.S. Flag Code, Passage of the GI Bill, and more; and

WHEREAS, the American Legion has marked its 100th anniversary with a fifteen (15) month celebration running from its national convention in August 2018 through Veterans Day 2019; and

WHEREAS, the American Legion 100th Anniversary mantra is “*Legacy and Vision*,” both a celebration of past accomplishments and a renewal of the organization resolve to serve communities, states and the nation for a second century.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, on behalf of over 57,000 citizens of our community here represented, do hereby express best wishes to all the members of the Tinley Park American Legion Post 615 on their 100th Anniversary.

BE IT FURTHER RESOLVED that the Village Board American Legion Post 615 and its members for the rich and proud history of service and many contributions they have provided to the Village of Tinley Park.

APPROVED this 16th Day of April, 2019.

Jacob C. Vandenberg, Village President

Kristin A. Thirion, Village Clerk

Trustee Brian H. Younker

Trustee Michael J. Pannitto

Trustee Cynthia A. Berg

Trustee William P. Brady

Trustee Michael W. Glotz

Trustee John A. Curran

**RECEIVE A PLAQUE
PRESENTATION FROM SHARON
DURLING OF NIMEC AND
CHUCK SUTTON OF MC
SQUARED RECOGNIZING THE
VILLAGE OF TINLEY PARK AS A
GREEN POWER COMMUNITY**

President Vandenberg

TINLEY PARK



Resolution 2019-R-029

NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

APRIL 14 – APRIL 20, 2019

WHEREAS, emergencies can occur at anytime that require police, fire or emergency medical services; and,

WHEREAS, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

WHEREAS, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Village of Tinley Park emergency communications center; and,

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

WHEREAS, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and insuring their safety; and,

WHEREAS, Public Safety Telecommunicators of the Village of Tinley Park have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

WHEREAS, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

THEREFORE BE IT RESOLVED that **Jacob C. Vandenberg, Village President, and the Village Board of Tinley Park declares the week of April 14 through April 20, 2019 to be National Public Safety Telecommunicators Week in the Village of Tinley Park, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.**

ADOPTED THIS 16th day of April, 2019.

Jacob C. Vandenberg, Village President

Kristin A. Thirion, Village Clerk

Trustee Brian H. Younker

Trustee William P. Brady

Trustee Michael J. Pannitto

Trustee Michael W. Glotz

Trustee Cynthia A. Berg

Trustee John A. Curran

**CONSIDER THE APPOINTMENT
OF
DOMINIC SANFILIPPO
TO THE POSITION OF
EXECUTIVE ASSISTANT TO
THE MAYOR**

President Vandenberg

**CONSIDER A PROCLAMATION
RECOGNIZING THE
HONORABLE
BRIAN H. YOUNKER
FOR FOUR YEARS OF SERVICE
AS VILLAGE TRUSTEE IN
THE VILLAGE OF TINLEY PARK**

President Vandenberg

**CONSIDER A PROCLAMATION
RECOGNIZING THE
HONORABLE
MICHAEL J. PANNITTO
FOR FOUR YEARS OF SERVICE
AS VILLAGE TRUSTEE IN
THE VILLAGE OF TINLEY PARK
President Vandenberg**

**CONSIDER A PROCLAMATION
RECOGNIZING THE
HONORABLE
JOHN A. CURRAN
FOR HIS SERVICE
AS VILLAGE TRUSTEE IN
THE VILLAGE OF TINLEY PARK
President Vandenberg**

STAFF COMMENT

PUBLIC COMMENT

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04/12/2019 8:56:13AM

Voucher List
Village of Tinley Park

Page: 1

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
181486	4/12/2019	015623 ADI	Z05LL801		EPOXY FIBERGLASS 01-25-000-73410	151.60
			Z06PQ701		SWTPLT 01-24-000-73570	347.28
Total :						498.88
181487	4/12/2019	002734 AIR ONE EQUIPMENT, INC	142683	VTP-016493	BUNKER GEAR 01-19-000-74619	3,570.00
					01-19-000-74619	20.00
Total :						3,590.00
181488	4/12/2019	015032 ANALYTICAL TECHNOLOGY, INC	415769	VTP-016852	CI2 GAS TRANSMITTER 60-00-000-72528	882.00
Total :						882.00
181489	4/12/2019	018219 AXON ENTERPRISE, INC.	SI-1584218	VTP-016801	25FT STANDARD CARTRIDGE X26/ 01-17-220-73760	1,650.00
Total :						1,650.00
181490	4/12/2019	003166 B & J TOWING AND AUTO REPAIR	0015049		TRUCK SAFETY INSPECTION 01-23-000-72266	193.00
					01-24-000-72266	28.00
					60-00-000-72266	99.00
Total :						320.00
181491	4/12/2019	010953 BATTERIES PLUS - 277	P13263321		BATTERIES 14-00-000-74150	140.00
Total :						140.00
181492	4/12/2019	017545 BENNETT, BARBARA	040519		REIM. EXP. CANDY DISCOVER TINL 01-33-310-72220	32.96
Total :						32.96
181493	4/12/2019	002922 BONAREK, JOHN	040919		PER DIEM:FUEL,PARKING/MAGNET 01-17-225-72140	372.91
			040919.		PER DIEM:FUEL,PARKING MAGNET	

vchlist
04/12/2019 8:56:13AM

Voucher List
Village of Tinley Park

Page: 2

Bank code : apbank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
181493	4/12/2019	002922 BONAREK, JOHN	(Continued)		01-17-225-72140	171.86
					Total :	544.77
181494	4/12/2019	015192 BONAREK, MELISSA	041019		PERDIEM:MEALS ILL EMRG MNGM 01-17-205-72140	60.00
					Total :	60.00
181495	4/12/2019	011768 BRAZITIS, NICOLE	032319		REIM. EXP. MEALS CENTRAL SQUA 01-21-210-72170	106.11
					Total :	106.11
181496	4/12/2019	003337 CALIBRE PRESS INC.	69804	VTP-016861	TRAINING/WOOD,BISHOP,STAMBA 01-17-220-72140	837.00
					Total :	837.00
181497	4/12/2019	003396 CASE LOTS INC	8410		TOILET TISSUE,TOWELS,CAN LINE 01-25-000-73580	461.07
					Total :	461.07
181498	4/12/2019	003229 CED/EFENGEE	5025-524617		ADV 01-25-000-73570	12.25
					Total :	12.25
181499	4/12/2019	010637 CHASE CARD SERVICES	041019		**** 6102 BRAD L BETTENHAUSEN/ 01-15-000-72130	350.38
					Total :	350.38
181500	4/12/2019	015199 CHICAGO PARTS & SOUNDS LLC	2J0000990		FILL DRIVERSIDE SEAT WITH FOAM 01-17-205-72540	150.00
					Total :	150.00
181501	4/12/2019	017349 CHICAGO STREET CCDD, LLC	17157		DUMP FEE 01-23-000-72890	140.00
					Total :	140.00
181502	4/12/2019	013820 CINTAS CORPORATION	5013266848		MEDICAL SUPPLIES 01-19-000-73115	259.90

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181502	4/12/2019	013820 CINTAS CORPORATION	(Continued) 5013266850		MEDICAL SUPPLIES 01-19-000-73115	190.31
			5013266851		MEDICAL SUPPLIES 01-19-000-73115	205.84
Total :						656.05
181503	4/12/2019	012315 CLASSY FLOWERS	100000018		SYMPATHY PLANT 01-11-000-73110	50.00
			100000381		FLOWER ARRANGEMENT 60-00-000-73870	59.50
Total :						109.50
181504	4/12/2019	017298 COMCAST BUSINESS	79227859		ACCT#930890410 VH 4/1/19-4/30/19 01-14-000-72125	1,145.05
Total :						1,145.05
181505	4/12/2019	012057 COMCAST CABLE	8771401810296319		ACCT#8771401810296319 4/8/19-5/7/19 01-14-000-72125	231.85
Total :						231.85
181506	4/12/2019	012522 CONNEY SAFETY PRODUCTS, LLC	05687793		FA KIT REFILL 01-21-000-72530	108.62
Total :						108.62
181507	4/12/2019	012410 CONSERV FS, INC.	66028082	VTP-016817	STEEL T POST 01-23-000-73830	1,552.50
			66028083		DITCHING SHOVEL,DRAIN 01-23-000-73410	84.50
Total :						1,637.00
181508	4/12/2019	012826 CONSTELLATION NEWENERGY, INC.	14527805701		ACCT#8368394 CUST#795603-11 2/ 01-24-000-72510	60.06
Total :						60.06
181509	4/12/2019	018500 COOK COUNTY TREASURER	2019-1	VTP-016844 VTP-016844	MAINT FOR TRAFFIC SIGNALS 1/1/19 01-24-000-72775 70-00-000-72775	4,250.00 684.00

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181509	4/12/2019	018500	018500 COOK COUNTY TREASURER	(Continued)		Total : 4,934.00
181510	4/12/2019	018901	COVE REMEDIATION LLC	19-130800	REMOVE ASBESTOS CONTAINING 30-00-000-75103	1,416.00 Total : 1,416.00
181511	4/12/2019	012198	CRYDER ENTERPRISES, INC.	2359	VTP-016741 FIRE HYDRANT PAINTING 60-00-000-72790	4,980.00 Total : 4,980.00
181512	4/12/2019	008449	CZUCHRA, JANET	58001195116	REIM. EXP. SODA 01-41-046-72981	33.76 Total : 33.76
181513	4/12/2019	003966	DEVINE, WILLIAM	040419	ADDT'L/ADVANCED FUNDS/COVER 10-00-000-72790	1,000.00 Total : 1,000.00
181514	4/12/2019	018933	DOMINA, PATRICIA	040919	REFUND SENIOR DISCOUNT VEHIC 06-00-000-79005	23.50 Total : 23.50
181515	4/12/2019	003770	DUSTCATCHERS INC	60472 60473 60520	MATS/PD 01-25-000-72790 MATS/PW GARAGE 01-25-000-72790 MATS/VH 01-25-000-72790	85.41 103.00 65.93 Total : 254.34
181516	4/12/2019	003885	DYER CONSTRUCTION COMPANY,INC.	12	PROJ#14-471.04 FREEDOM POND & 16-00-000-75315	474,440.58 Total : 474,440.58
181517	4/12/2019	017073	DYNEGY ENERGY SERVICES LLC	146561319041	ACCT ID#GMCTIN1000 APRIL'19 60-00-000-72510	15,509.59 Total : 15,509.59

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181518	4/12/2019	004094 E J EQUIPMENT INC.	P17042		ALUM MANHOLE 60-00-000-74321	224.46
Total :						224.46
181519	4/12/2019	004152 ECOLAB PEST ELIMINATION INC.	6891703		PEST CONTROL VILLAGE HALL 01-25-000-72790	474.44
			6897104		PEST CONTROL TRAIN ST 73-80-000-72790	86.48
Total :						560.92
181520	4/12/2019	004111 EJ USA. INC	110190018302		GASKET 60-00-000-73632	32.76
Total :						32.76
181521	4/12/2019	004119 ETP LABS INC.	19-133775	VTP-016862	COLIFORM SAMPLES 60-00-000-72865	573.50
Total :						573.50
181522	4/12/2019	018937 FITZSIMMONS, MAUREEN	Ref001374959		UB Refund Cst #00505650 60-00-000-20599	75.00
Total :						75.00
181523	4/12/2019	015058 FLEETPRIDE	24452413		LUBE FILTER,HD AIR MISC 60-00-000-72540	17.59
			24467393		01-23-000-72540	56.00
				VTP-016857	ASSORTED FILTERS FOR TRUCKS 01-23-000-72540	938.90
Total :						1,012.49
181524	4/12/2019	012941 FMP	52-419274		HOUSING,CORE CHARGE 01-17-205-72540	240.56
			52-419386		HOUSING,CORE CHARGE 01-17-205-72540	263.00
Total :						503.56
181525	4/12/2019	002877 G. W. BERKHEIMER CO., INC.	422325		KP-STD2-040 01-25-000-72520	127.92

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181525	4/12/2019	002877	002877 G. W. BERKHEIMER CO., INC.	(Continued)		Total : 127.92
181526	4/12/2019	018931	GALATI JR, PIERO	040419	REIM. EXP. CDL LICENSE 01-23-000-72860	50.00 Total : 50.00
181527	4/12/2019	018387	GBJ SALES, LLC	2080	WIPES,MOSQUITO REPELLENT,GL 60-00-000-73845 01-24-000-73845 01-23-000-73845	141.96 70.98 141.96 Total : 354.90
181528	4/12/2019	004538	GOLDY LOCKS	669055	KEY BY CODE,DUPL KEY 01-25-000-73840	22.75 Total : 22.75
181529	4/12/2019	018063	GOVERNMENT CONSULTING SERVICES	3700-04-2019	GOV RELATION SERV-APRIL'19 01-14-000-72790	3,000.00 Total : 3,000.00
181530	4/12/2019	015397	GOVTEMPSUSA LLC	2752565	3/24/19 & 3/31/19 PAULA WALLRICH 01-33-000-72750	9,155.62 Total : 9,155.62
181531	4/12/2019	004438	GRAINGER	9127823434	MAINT ABSORBENT 60-00-000-72540 01-23-000-72540 01-24-000-72540	16.92 16.92 8.46 Total : 42.30
181532	4/12/2019	018862	HEARTSMART.COM	HS346771 HS346772	AED FOR NEW FORD ESCAPE 30-00-000-74220 AED'S FOR FP VEHICLES 30-00-000-74142	1,245.00 4,980.00 Total : 6,225.00
181533	4/12/2019	018936	HERNANDEZ, WILLIAM	Ref001374958	UB Refund Cst #00504334 60-00-000-20599	11.22

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181533	4/12/2019	018936 018936 HERNANDEZ, WILLIAM	(Continued)			Total : 11.22
181534	4/12/2019	012328 HOMER INDUSTRIES	S125219		DROP CHARGE CHIPS 01-23-000-72890	100.00
			S125578		DROP CHARGE CHIPS 01-23-000-72890	200.00
					Total :	300.00
181535	4/12/2019	015600 HOWARD, KENNETH	040419		REIM. EXP. WORK BOOTS 60-00-000-73610	131.24
					Total :	131.24
181536	4/12/2019	016127 HYDROAIRE SERVICE, INC	17249	VTP-016796	COUPLING REPAIRS AT PUMP HOU 60-00-000-72750	2,385.00
					Total :	2,385.00
181537	4/12/2019	018049 IDENTITY AUTOMATION, LP	INV-02818		SUBSCRIPTION 3/1/19-2/29/20 01-16-000-72655	1,200.00
					Total :	1,200.00
181538	4/12/2019	005161 IL TACTICAL OFFICERS ASSN	6987		TRNG/DARREN PERSHA/RESCUE 1 01-17-220-72140	150.00
					Total :	150.00
181539	4/12/2019	004955 ILCMA	1647		JOB AD PT STAFF ACCOUNTANT 01-15-000-72446	50.00
					Total :	50.00
181540	4/12/2019	018836 ILLINOIS COUNTIES RISK	RCB000000021950		2018-2019 ICRMT WORKERS COMF 01-14-000-72421 60-00-000-72421	9,475.75 9,475.75
					Total :	18,951.50
181541	4/12/2019	005127 INGALLS OCCUPATIONAL MEDICINE	277366		EXAMS 01-41-040-72846	2,029.00
			277762		EXAMS 01-19-000-72446	2,150.00

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181541	4/12/2019	005127	005127		INGALLS OCCUPATIONAL MEDICINE (Continued)	Total : 4,179.00
181542	4/12/2019	005022	ISAWWA	200043121	EVALUATING CCTV VIDEO SEMINA 60-00-000-72140	120.00 Total : 120.00
181543	4/12/2019	005206	J & J'S CREATIVE COLORS	284159	REPAIR & DYE RECLINER CUT 01-19-000-72524	125.00 Total : 125.00
181544	4/12/2019	005251	J AND R SALES AND SERVICE INC.	0323503	REWIND STARTER 01-23-000-72530	29.23
				0323943	CHAIN LOOP,CHAIN RAPID 01-23-000-72530	131.26
				0323945	CHAIN RAPID SUPER 01-23-000-72530	115.70 Total : 276.19
181545	4/12/2019	016616	KURTZ AMBULANCE SERVICE INC.	10110	EMS SERVICE AGREEMENT 3/1/19- 01-21-000-72856	53,625.42 Total : 53,625.42
181546	4/12/2019	014846	LORENCE, BRUCE	0419	APRIL'19 LGB TRAIN MONTHLY MAI 73-67-000-72530	30.00 Total : 30.00
181547	4/12/2019	015482	MALY-POLITANO, DENISE	041019	REIM.EXP.GIFT CARDS/SCHOLARS 01-41-046-72981	274.75 Total : 274.75
181548	4/12/2019	012631	MASTER AUTO SUPPLY, LTD.	15030-68420	HIGH TACK SPRAY 60-00-000-72540	12.03 Total : 12.03
181549	4/12/2019	005645	MEADE ELECTRIC COMPANY INC.	687178	TRAFFIC SIGNAL MAINT 171&173 C 01-24-000-72775	495.00
				687624	EMERGENCY VEHICLE PREEMPTIC 01-24-000-72775	3,423.00 Total : 3,423.00

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181549	4/12/2019	005645	005645 MEADE ELECTRIC COMPANY INC.	(Continued)		Total : 3,918.00
181550	4/12/2019	006074	MENARDS		PIPE,PRIMER,CEMENT,PAIL,COUPL	
			62693		60-00-000-73630	18.78
			62698		GREAT STUFF GAPS & CRACKS	
			62713		30-00-000-74106	11.96
			62721		CABLE,CHARGER	
			62808		01-24-000-73570	12.98
			62816		TEST PLUG	
			62875		01-25-000-73630	4.69
			62890		4" METAL CUT-OFF	
			62941		30-00-000-74106	9.95
			62942		LITHIUM GREASE	
			62958		01-25-000-73870	3.99
			62972		10' RATCHETX	
					01-24-000-73410	15.88
					SHOWER SHUT OFF VALVE	
					01-25-000-72520	4.97
					GARDEN STAKE	
					01-33-300-73870	1.29
					GARDEN STAKE	
					01-33-300-73870	5.16
					BIN,BAGS,VEST,GLOVES,OIL,BULB	
					01-14-000-72540	86.89
					01-20-000-73615	91.88
					01-20-000-72530	265.72
					DRAWER,BIN,SHELVING,LUBE	
					01-21-000-72530	272.21
					Total :	806.35
181551	4/12/2019	012395	MICROSYSTEMS, INC.	I000080703	<IT> - PAPERVISION ENTERPRISE I	
				VTP-016632	01-20-000-72655	119.70
				VTP-016632	01-23-000-72655	119.70
				VTP-016632	01-33-300-72655	119.70
				VTP-016632	01-33-310-72655	119.70
				VTP-016632	60-00-000-72655	119.70
				VTP-016632	01-20-000-72655	39.90

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181551	4/12/2019	012395 MICROSYSTEMS, INC.	(Continued)			
				VTP-016632	01-23-000-72655	39.90
				VTP-016632	01-33-300-72655	39.90
				VTP-016632	01-33-310-72655	39.90
				VTP-016632	60-00-000-72655	39.90
					Total :	798.00
181552	4/12/2019	015761 MOKENA FIRE PROTECTION DIST.	153		R&M MOTOR VEHICLE	
				VTP-016478	01-19-000-72540	2,363.42
					Total :	2,363.42
181553	4/12/2019	017764 MONTANA & WELCH, LLC.	11825		HEARING OFFICER	
					01-14-000-72876	1,462.50
					Total :	1,462.50
181554	4/12/2019	017651 MSC INDUSTRIAL SUPPLY CO.	2898310001		PARTS	
					01-23-000-73830	236.49
					Total :	236.49
181555	4/12/2019	014443 MURPHY & MILLER, INC	SVC00020539		CLOGGED FILTER SWITCH REPAIR	
				VTP-016838	01-25-000-72790	568.14
			SVC00020543		REPLACE PUMP SEAL FOR WEST I	
				VTP-016839	01-25-000-72790	1,899.93
					Total :	2,468.07
181556	4/12/2019	006302 NEW PIG CORPORATION	22716339-00		HAZMAT SUPPLIES	
				VTP-016713	01-19-000-73555	642.00
					01-19-000-73555	27.56
					Total :	669.56
181557	4/12/2019	015723 NICOR	09977410001		ACCT#09-97-74-1000 1 7801 W 1915	
					01-25-000-72511	426.36
			12213610004		ACCT#12-21-36-1000 4 7825 W 167	
					01-25-000-72511	327.73
					Total :	754.09
181558	4/12/2019	001487 NUWAY DISPOSAL SERVICE INC	6512043		EXCHANGE -HAUL,DUMP CHARGE	
					01-23-000-72890	443.20

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181558	4/12/2019	001487	001487 NUWAY DISPOSAL SERVICE INC	(Continued)		Total : 443.20
181559	4/12/2019	013096	PACE SYSTEMS INC	208213	<911> - DISPATCH DISPLAY UPGRA	
				VTP-016642	30-00-000-74604	7,055.00
				VTP-016642	30-00-000-74128	1,280.00
					Total :	8,335.00
181560	4/12/2019	006475	PARK ACE HARDWARE	034861/2	HOUSE NUMBERS ,CAULK	
					01-23-000-73840	21.83
				060560/1	TORCH	
					01-25-000-73410	18.39
				060674/1	FIRE EXT,ANCHOR	
					01-25-000-73870	17.26
					Total :	57.48
181561	4/12/2019	017268	PETERSON JOHNSON & MURRAY	11807	JOHNSON VS VOTP SERV THRU 3/	
					01-14-000-72855	58.50
				11891	JABER/OTHERS SERV THRU 3/31/1	
					60-00-000-72850	156.00
				11905	VOTP-GENERAL MATTERS SERV TI	
					01-14-000-72850	27,811.50
				11906	FOIA SERV THRU 3/31/19	
					01-14-000-72850	8,168.07
				11907	TP MENTAL HEALTH CENTER SERV	
					20-00-000-72850	585.00
				11908	RUDSINSKI VS VOTP SERV THRU 3	
					60-00-000-72850	2,106.00
				11909	TP 2019 NO CASH BID SERV THRU	
					01-14-000-72850	87.50
				11910	BANK OF AMERICA VS TP TPPD ET	
					01-14-000-72850	487.50
				11911	VOTP GENERAL LABOR MATTERS 1	
					01-14-000-72855	2,574.00
				11912	TP LOCAL#150-SKIP GRIEVANCE S	
					01-14-000-72855	2,730.00
				11917	VOTP PROSECUTIONS SERV THRL	
					01-14-000-72850	8,074.00

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181561	4/12/2019	017268 PETERSON JOHNSON & MURRAY	(Continued) 11918		METRA 80TH AVE LITIGATION SER\	
			11919		01-14-000-72850	565.50
			11920		JOHNSON VS TP,VANDENBERG,ET	
					01-14-000-72855	1,551.80
					EBERHARDT VS TP,K THIRION SEF	
					01-14-000-72850	663.00
					Total :	55,618.37
181562	4/12/2019	006735 PHOTOS BY RICK	040719		PHOTOGRAPHER DISCOVER TINL	
					01-41-046-72981	100.00
					Total :	100.00
181563	4/12/2019	014682 PITNEY BOWES	3103050977		ACCT#0010611388 LEASE MAILING	
					01-17-205-72750	540.87
					Total :	540.87
181564	4/12/2019	006499 PITNEY BOWES INC	1011815407		ACCT#0012198182 4/16/19-7/15/19	
					01-14-000-72750	75.00
					60-00-000-72750	75.00
					Total :	150.00
181565	4/12/2019	006597 PITNEY BOWES PURCHASE POWER	8000900001076300		ACCT#8000900001076300	
					01-33-300-72110	261.64
					01-41-040-72110	164.49
					01-13-000-72110	392.89
					01-41-046-72110	51.80
					01-17-217-72110	337.67
					01-14-000-72110	1,699.53
					14-00-000-72110	81.85
					01-20-000-72110	114.50
					01-35-000-72110	4.20
					01-33-310-72110	45.90
					01-23-000-72110	2.50
					01-53-000-72110	1.50
					01-41-056-72110	211.52
					06-00-000-72110	86.65

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181565	4/12/2019	006597 PITNEY BOWES PURCHASE POWER	(Continued)		01-41-050-72110	16.50
					Total :	3,473.14
181566	4/12/2019	006784 POLONIA BANQUETS,INC	23168		CATERING SENIOR LUNCHEON 01-41-056-72937	773.50
					Total :	773.50
181567	4/12/2019	006780 POMP'S TIRE SERVICE, INC	310140551	VTP-016870	(2) 12R 22.5 FRONT TIRES WITH R 01-23-000-73560	1,010.78
			410665445	VTP-016855	(4) TIRES UNIT 674 01-21-000-72540	492.56
					Total :	1,503.34
181568	4/12/2019	006507 POSTMASTER, U. S. POST OFFICE	041019		PERMIT#34 EXCHANGE MAILING 01-14-000-72991	4,600.00
					Total :	4,600.00
181569	4/12/2019	013587 PROSHRED SECURITY	100126514		SHREDDING 01-17-205-72750	150.00
					Total :	150.00
181570	4/12/2019	006361 RAY O'HERRON CO. INC	1918664-IN		3.6 MED KIT BLACK 01-17-220-73600	162.00
			1919172-IN		BODY ARMOR 01-17-220-74618	799.40
					Total :	961.40
181571	4/12/2019	006874 ROBINSON ENGINEERING CO. LTD.	19040015		PROJ#18-R0617 NORTH ST RECON 27-00-000-72840	2,875.00
			19040016		PROJ#18-R0617.TC NORTH ST 173I 01-23-000-72840	2,500.00
			19040018		PROJ#12-238 80TH AVE PROJ COO 01-23-000-72840	1,831.00
					Total :	7,206.00
181572	4/12/2019	018555 ROBINSON, KYLE	040819		PER DIEM: MEALS FTO SCHOOL RI 01-17-220-72140	75.00

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181572	4/12/2019	018555	018555 ROBINSON, KYLE		(Continued)	Total : 75.00
181573	4/12/2019	016334	RUSH TRUCK CENTERS	3014566168	FRONT BUMPER UNIT 26 (ACCIDEN 60-00-000-72540	684.53 Total : 684.53
181574	4/12/2019	016611	RYAN ELECTRICAL SERVICES, INC.	14071	POST 1 LIGHTING UPGRADES 60-00-000-72528	10,650.00 Total : 10,650.00
181575	4/12/2019	007629	SAM'S CLUB DIRECT	0347	WATER,SODA,TAPE,COPY PAPER 01-14-000-73110 01-23-000-73110 01-33-300-73110 01-33-310-73110 01-14-000-73115 01-23-000-73115 01-33-300-73115 01-33-310-73115 60-00-000-73115 01-23-000-73115 01-24-000-73115 60-00-000-73110 01-23-000-73110 01-24-000-73110 01-14-000-73115	14.99 14.99 14.99 14.99 11.68 11.68 11.68 11.68 9.55 9.55 4.78 23.98 23.98 11.98 66.64
			9435		SUGAR,PLATES,NAPKINS,SODA,CL 01-14-000-73115 01-25-000-73115 01-33-300-73115 01-33-310-73115 60-00-000-73115 01-23-000-73115 01-24-000-73115 01-14-000-73115	15.20 15.20 15.19 15.19 68.59 68.59 34.30 16.96 Total : 506.36

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Voucher List
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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
181576	4/12/2019	011479 SEDOROOK, VICTORIA	040819		PER DIEM: MEALS,MILEAGE PROP 01-17-205-72140	161.58
Total :						161.58
181577	4/12/2019	016115 SHARP MILL GRAPHICS, INC.	1470		BOOTH SIGNS DISCOVER TINLEY 01-41-046-72981	1,851.25
Total :						1,851.25
181578	4/12/2019	018910 SHOREWOOD HOME & AUTO INC	03-109726	VTP-016776	ABRASION RESISTANT WINDSHIEL 01-17-235-73600	578.87
Total :						578.87
181579	4/12/2019	013043 SITE DESIGN GROUP, LTD.	7698-41		NATURAL AREA MAINT 2/24/19-3/23 01-23-000-72847	257.50
			7946-23		MOWING 2/24/19-3/23/19 01-23-000-72847	2,680.00
			8322-08		FAIRFIELD GLEN RESTORATION 2/ 30-00-000-73681	1,575.00
			8323-09		APPLE POND DREDGING & RESTO 30-00-000-73681	2,002.50
			8498-03		SUBURBAN TREE CONSORTIUM 2/ 01-23-000-72847	8,305.00
Total :						14,820.00
181580	4/12/2019	002592 SPOK, INC.	C6092566P		ACCT#6092566-6 PAGER SERVICE 01-19-000-72125	156.18
					01-17-205-72125	64.14
					01-25-000-72125	8.22
Total :						228.54
181581	4/12/2019	007224 STANDARD EQUIPMENT COMPANY	P12964		ROD END,TURNBUCKLE,JAM 01-23-000-72540	68.97
			P13099		ROD ENDS,PARTS,TURNBUCKLE 01-23-000-72530	59.31
			P13100		ANGLE,CURTAIN PRES,WELD 01-23-000-72530	210.90
Total :						339.18

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
181582	4/12/2019	012238	STAPLES BUSINESS ADVANTAGE		OFFICE SUPPLIES	
			3408253398		01-13-000-73110	16.49
					01-35-000-73110	46.47
					01-14-000-73110	128.80
			3408253399		ENVELOPES	
			3408253400		01-17-205-73110	34.18
			3408253401		MEDIA READER	
					01-17-205-73110	26.29
			3408253401		WHITEBOARD ALUM FRAME	
					01-17-235-73110	58.98
			3409362080		OFFICE SUPPLIES	
					01-13-000-73110	88.31
					01-14-000-73110	54.26
					01-15-000-73110	53.69
					01-35-000-73110	50.85
					01-41-056-73110	38.56
			3409362081		HP 950XL HYBLK	
					01-17-205-73110	214.28
			3409362082		GLOVES	
					01-17-220-72230	55.14
					01-17-205-73110	10.11
			3409362083		STAMP	
					01-17-205-73110	35.99
					Total :	912.40
181583	4/12/2019	015452	STEINER ELECTRIC COMPANY		WORK LIGHT W/BELT HOLSTER	
			S006316410.001		01-25-000-73570	34.94
			S006319664.001		HARLEM AVE VIADUCT ELECTRICA	
				VTP-016876	01-24-000-73570	859.16
			S006319715.001		TAPCON DRIVE KIT,TAPCON	
					01-24-000-73570	76.00
					Total :	970.10
181584	4/12/2019	018938	STOCKWELL, MICHAEL		REFUND OVERPAYMENT VEHICLE	
			041119		06-00-000-79005	23.50
					Total :	23.50

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
181585	4/12/2019	018934 STURN CONSTRUCTION	041019		REFUND OVERPAYMENT CONT LIC 01-14-000-79010	50.00 Total : 50.00
181586	4/12/2019	018291 SUPERIOR PUMPING SERV,LLC	1632	VTP-016874	LIFT STATION PUMP 2 REPAIRS 60-00-000-72525	920.00 Total : 920.00
181587	4/12/2019	007297 SUTTON FORD INC./FLEET SALES	481362		CABLE ASY #18M 01-17-205-72540	56.46 Total : 56.46
181588	4/12/2019	006812 THE GALLERY COLLECTION	19A0003951	VTP-016791	BIRTHDAY CARDS 01-17-205-72310	318.35 Total : 318.35
181589	4/12/2019	014854 THOMSON REUTERS-WEST PYMNT CTF	840065044		WEST INFO INVESTIGATIVE SITE 3 01-17-225-72852	188.47 Total : 188.47
181590	4/12/2019	007930 TRANS UNION	03900472		BASIC SERV/REPORTS,ALERT,DIRI 01-17-225-72852	209.19 Total : 209.19
181591	4/12/2019	007987 UNITED METHODIST CHURCH	0419		APRIL'19 COMMUTER PARKING LO 70-00-000-72621	1,200.00 Total : 1,200.00
181592	4/12/2019	011904 UPS	0000626634149		SHIPPER #626634 60-00-000-72110	5.72 Total : 5.72
181593	4/12/2019	018250 VERIZON CONNECT NWF INC	OSV000001726598		CUST ID#TINL001 GPS TRUCK TRA 01-23-000-72790	322.15 Total : 322.15
181594	4/12/2019	012368 VISION INTEGRATED GRAPHICS,LLC	523912		FEB 1ST '19 LATE NOTICES 60-00-000-72310	334.58

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>	
181594	4/12/2019	012368	VISION INTEGRATED GRAPHICS,LLC	(Continued)			
			523913		60-00-000-72110	457.05	
					APRIL 1ST WATER BILLS		
					60-00-000-72310	1,848.99	
					Total :	2,640.62	
181595	4/12/2019	008363	WALL STREET JOURNAL	040495912360	SUBSCRPTN#040495912360 B BET		
					01-15-000-72720	467.88	
					Total :	467.88	
181596	4/12/2019	010165	WAREHOUSE DIRECT WORKPL SOLTNS 4173024-0		VILLAGE HALL WORKSTATIONS		
				VTP-016568	30-00-000-75128	1,862.76	
					Total :	1,862.76	
181597	4/12/2019	015154	WELLS FARGO BANK	1681852	TIN309GOR TP ILL SERIES 2009 PA		
					31-00-000-96200	125.00	
					60-00-000-96200	125.00	
					Total :	250.00	
181598	4/12/2019	008636	ZETTLEMEIER'S BAKERY	0234863	PIES/SENIOR CENTER		
					01-41-056-72937	75.40	
					Total :	75.40	
113 Vouchers for bank code : apbank						Bank total :	757,854.94
113 Vouchers in this report						Total vouchers :	757,854.94

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Voucher List
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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The Tinley Park Village Board having duly met at Village Hall do hereby certify that the following claims or demands against said village were presented and are approved for payment as presented on the above listing.

In witness thereof, the Village President and Clerk of the Village of Tinley Park, hereunto set their hands.

_____ Village President

_____ Village Clerk

_____ Date



PLAN COMMISSION STAFF REPORT

March 21, 2019

Location

Village-wide

Approval Sought

Text Amendments to
Section III.J. of the Zoning
Ordinance

Public Hearing

Text Amendments: Corner Fence Height Regulations



EXECUTIVE SUMMARY

Consider recommending that the Village Board approve a Text Amendment to Section III.J. (Permitted Encroachments in Required Yards) of the Zoning Ordinance related to the permitted height for secondary front yard fences that encroach into the required front yard setback.

Staff has proposed a draft Text Amendment to the Fence Regulations. The amendment would permit a fence located in a secondary front yard approved through an administrative variation, to be permitted to be up to five feet (5') in height. The change would increase the maximum height by one foot (1'), up from the currently permitted maximum of four feet (4').

The changes have been proposed by staff due to a discrepancy between the pool fence requirements which require a minimum five foot (5') high fence and the existing secondary front yard fence requirements. The changes were initiated by staff due to feedback from residents, as well as the approval of two variances last year (16421 Ridgeland Avenue and 17031 Woodstock Drive) with a justification based upon having or soon having a pool. The change can also help control any animals from entering or leaving yards leaving the yard.

Updates from the 3/7/2019 Plan Commission Workshop Staff Report are indicated in red.

Project Planner

Daniel Ritter, AICP
Senior Planner

BACKGROUND

Staff worked extensively on drafting comprehensive text amendments for fence regulations in 2017. The amendments included review and feedback from both the Zoning Board of Appeals and Plan Commission that eventually lead to final Village Board approval in January 2018. The amendments were proposed in order to reduce the number of variance requests for fences on residential properties and to clarify the requirements for both residents and staff. The primary issue addressed was the location of fences on single-family residential corner lots and on older lots that do not meet the current setback requirements. Additionally, the amendments included clarified requirements for administrative review for fences proposed within a secondary front yard on a corner lot (commonly referred to as the "corner side yard"). Such fences must meet certain requirements in order to be approved administratively; otherwise, the fences must be approved through a variance process. One of these requirements included a maximum height of four feet (4'). The limited height was included to help decrease the dominating visual appearance that fences in the secondary front yard can have in a neighborhood.

The adopted fence text amendments were used throughout 2018 and like many code changes, it is difficult to anticipate all potential effects until the code is applied. Throughout 2018, staff noticed a recurring concern from residents in regards to existing or future pools on corner lots. Residents with pools cannot place a fence into their secondary front yard, which is limited to four feet, without a variance due to the pool fence minimum height requirement of five feet (5') in the building code. The alternative option would be to install fencing around the pool and have a latching or locking ladder in addition to the fencing around the lot. This option was not popular due to the added costs and visual appearance of a fence attached to the pool. Two (2) secondary front yard fence variations were approved in 2018 (16421 Ridgeland Avenue and 17031 Woodstock Drive) that had a hardship primarily based upon the need for a five foot (5') high fence due to an existing or proposed pool. Additional concerns for variations requesting five-foot (5') fence heights included increased fence height for animals. The proposed amendment would permit some additional flexibility on these concerns without eroding the intent of the code to create safe and visually appealing neighborhoods.

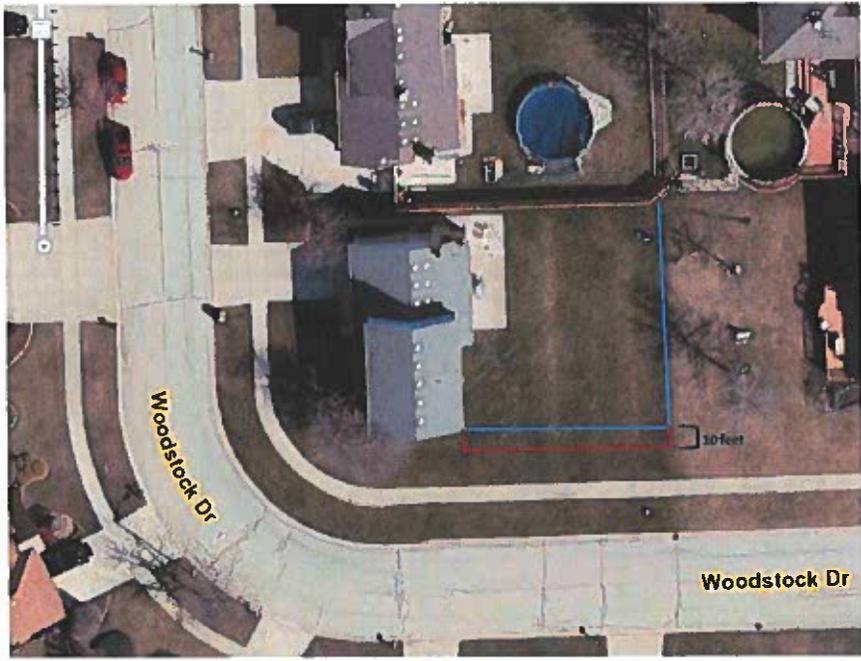


Left: Four-foot (4') high open design wood fence.



Right: Five-foot (5') high open design PVC fence.

Staff initially researched changing the minimum five-foot (5') pool fence height requirement found in the Village's Comprehensive Building Code. This requirement exceeds the four-foot (4') requirement in the International Residential Code (IRC). However, a similar minimum height of five feet (5') was found to be a common requirement in nearby communities (New Lenox, Mokena, Orland Park, Frankfort, Lemont, etc.) The additional fence height prevents young children from easily entering a yard that has a pool and presents a danger of drowning. Based upon the history of this pool fence code requirement being applied in the Village and its similar application in many other nearby communities, staff believes it is best to leave the pool fence regulations as they are and instead change the secondary front yard fencing requirements as proposed above. **Spacing of the posts of any fence surrounding a yard with a pool in it will continue to remain four inches (4") or less as required in the IRC. This is reviewed by building department staff review of any fence or pool permit.**



— Max 6' Privacy Fence Permitted
 — 5' Privacy Fence Variation Request
 (4' Open Style Permitted w/ Admin Approval)

Above: 17031 Woodstock Drive lot previously approved for five-foot (5') corner fence height variation

ZONING BOARD OF APPEALS REVIEW

The Zoning Board of Appeals conducted a workshop to review the proposed text amendment on March 14, 2019. There were no concerns about the proposed amendment and unanimously recommend their approval of the drafted text amendment at the Plan Commission's Public Hearing.

RECOMMENDED MOTION

"...make a motion to recommend that the Village Board approve Text Amendments to Section III.J. (Permitted Encroachments in Required Yards) of the Village of Tinley Park Zoning Ordinance as indicated in Staff's most recent Staff Report and drafted in the attachments dated 3/21/2019. The proposed Text Amendments raise the allowed maximum height of a fence in the secondary front yard on a corner lot approved administratively. The maximum fence height would be raised by one foot (1') from the currently height of four feet (4') to a new maximum height of five feet (5')."

**TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES FROM:
VILLAGE OF TINLEY PARK PLAN COMMISSION SUBJECT: MINUTES OF THE MARCH
21, 2019 REGULAR MEETING Item #1 PUBLIC HEARING: SECONDARY FRONT YARD /
CORNER FENCE HEIGHT – TEXT AMENDMENT**

Consider a proposed text amendment to the Tinley Park Zoning Ordinance. Section III.J (Permitted Encroachments in Required Yards) of the Zoning Ordinance related to regulations for the height of fences located in a secondary front yard. The purpose of this amendment is to align the height requirements for pools and all fences permitted in the Village. The text amendment would increase the maximum height of a fence permitted in a secondary front yard through administrative approval by one foot (1') in height from four feet (4') to five feet (5'). The Petitioner is the Village of Tinley Park.

Present were the following:

Plan Commissioners: Ken Shaw, Chairman
Tim Stanton
Lucas Engel
Garrett Gray
Eduardo Mani
MaryAnn Aitchison
Stephen Vick

Absent Plan Commissioner(s): Angela Gatto
Chuck Augustyniak

Village Officials and Staff: Dan Ritter, Senior Planner
Barbara Bennett, Commission Secretary

Guests: None

A Motion was made by COMMISSIONER GRAY, seconded by COMMISSIONER MANI, to open the Public Hearing for Secondary Front Yard/Corner Fence Height - Text Amendments. The Motion was approved by voice call. CHAIRMAN SHAW declared the Motion approved.

CHAIRMAN SHAW noted that Village Staff provided confirmation that appropriate notice regarding the Public Hearing was published in the local newspaper in accordance with State law and Village requirements.

CHAIRMAN SHAW requested anyone present in the audience, who wished to give testimony, comment, engage in cross-examination or ask questions during the Hearing stand and be sworn in.

Dan Ritter, Senior Planner gave a presentation as noted in the Staff Report. Staff has proposed a draft Text Amendment to the Fence Regulations. The amendment would permit a fence located in a secondary front yard approved through an administrative variation, to be permitted to be up to five feet (5') in height. The change would increase the maximum height by one foot (1'), up from the currently permitted maximum of four feet (4').

The changes have been proposed by staff due to a discrepancy between the pool fence requirements which require a minimum five foot (5') high fence and the existing secondary front yard fence requirements. The changes were initiated by staff due to feedback from residents, as well as the approval of two variances last year with a justification based upon having or soon having a pool. The change can also help control any animals from entering or leaving the yard. The main reason for this is visibility, safety, and neighborhood appearance.

Staff initially researched changing the minimum five-foot (5') pool fence height requirement found in the Village's Comprehensive Building Code. This requirement exceeds the four-foot (4') requirement in the International Residential Code (IRC). However, a similar minimum height of five feet (5') was found to be a common requirement in nearby communities. The spacing of the posts for any fence surrounding a yard with a pool in it will continue to remain four inches (4") or less as required by the IRC. This is reviewed by building department staff review of any fence or pool permit.

The Zoning Board of Appeals conducted a workshop to review the proposed text amendment on March 14, 2019. There were no concerns about the proposed amendment and unanimously recommend their approval of the drafted text amendment as the Plan Commission's Public Hearing.

CHAIRMAN SHAW asked for comments or questions from the Commissioners.

COMMISSIONER MANI noted if a resident is getting a new pool there must be assurance that the fencing and spacing is appropriate. The focus is on life safety for him. Mr. Ritter replied the time of permit the information on the barrier requirements is required and verified upon inspection. It is noted that a 4" sphere would not be able to pass through the spacing during that inspection.

CHAIRMAN SHAW noted the fence and pool must meet the Building Code requirements. Mr. Ritter replied that inspections are required to verify all the information presented by the resident was completed.

CHAIRMAN SHAW also noted this amendment is in the best interest of the community and residents. This is a cost savings for the Village as well as residents. CHAIRMAN SHAW'S recommendation is to go forward with this text amendment and at some point in the future an analysis should be done to verify cost savings of not reducing Variances.

CHAIRMAN SHAW asked for public comment.

Mr. Ben Desnoyers, Resident, noted this should have been done a couple of years ago to save him time but it is a good idea

A Motion was made by COMMISSIONER ENGEL, seconded by COMMISSIONER MANI, to close the Public Hearing for - Secondary Front Yard/Corner Fence Height - Text Amendments. The Motion was approved by voice call. CHAIRMAN SHAW declared the Motion approved.

CHAIRMAN SHAW asked for a Motion.

A Motion was made by COMMISSIONER AITCHISON, seconded by COMMISSIONER STANTON to recommend that the Village Board approve Text Amendments to Section III.J. (Permitted Encroachments in Required Yards) of the Village of Tinley Park Zoning Ordinance as indicated in Staff's most recent Staff Report and drafted in the attachments dated 3/21/2019. The proposed Text Amendments raise the allowed maximum height of a fence in the secondary front yard on a corner lot approved administratively. The maximum fence height would be raised by one foot (1') from the current height of four feet (4') to a new maximum height of five feet (5').

AYES: STANTON, ENGEL, MANI, GRAY, VICK, AITCHISON AND CHAIRMAN SHAW

NAYS: NONE

CHAIRMAN SHAW declared the Motion unanimously approved.

The will be presented to the Village Board on April 10, 2019 or April 16, 2019.

GOOD OF THE ORDER:

1. Short Term Rental will be presented to the Public Safety Committee for potential recommendations prior to presentation to the Village Board.
2. Jimmy John's (old Bank of America) building conversion has applied for Permit.
3. Permits on the downtown projects (Sip, Banging Gavel and The Boulevard) are still pending but making progress to start this year.
4. The Statements of Economic Interest have been emailed to all Commissioners and should be completed prior to May 1st.

COMMENTS FROM THE COMMISSION

None at this time.

PUBLIC COMMENT:

Mr. Ben Desnoyers, Resident, noted there was an article in Crane's Business regarding taxes in the South Suburbs. Orland Park has a strong base for sales tax with the Mall and therefore the property taxes have not gone up much. It is important to increase the commercial investments to keep the property taxes stable. In the Legacy District requirement of first-floor commercial is good for the future of that area and the tax base. Mr. Desnoyers attended the Melody Square open house and has seen the concept plans. When the TPMHC plan comes forward, it needs to have more commercial rather than singlefamily and senior homes as has been proposed to this point. Commercial is needed and can be supported along heavily traveled roads.

ADJOURNMENT:

There being no further business, a Motion was made by PLAN COMMISSIONER STANTON, seconded by PLAN COMMISSIONER AITCHISON to adjourn the Regular Meeting of the Plan Commission of March 21, 2019 at 7:35 p.m. The Motion was unanimously approved by voice call. PLAN COMMISSION CHAIRMAN SHAW declared the meeting adjourned.

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

ORDINANCE
NO. 2019-O-017

**AN ORDINANCE APPROVING TEXT AMENDMENTS TO SECTION III OF
THE ZONING ORDINANCE PERTAINING TO FENCES**

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

MICHAEL J. PANNITTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
MICHAEL W. GLOTZ
WILLIAM P. BRADY
JOHN A. CURRAN
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. 2019-O-017

**AN ORDINANCE APPROVING TEXT AMENDMENTS TO SECTION III OF
THE ZONING ORDINANCE PERTAINING TO FENCES**

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

WHEREAS, the President and Board of Trustees of the Village of Tinley Park (“Village”) previously adopted Section III.J.3.a (“Fence Regulations”) of the Tinley Park Zoning Ordinance pertaining to fence regulations; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park desire to amend said Fence Regulations to increase the maximum allowable height of a fence located in the secondary front yard; and

WHEREAS, the proposed text amendments have been referred to the Plan Commission of this Village and have been processed in accordance with the Village of Tinley Park Zoning Ordinance; and

WHEREAS, the Plan Commission held a public hearing on the proposed text amendments on March 21, 2019, at which time all persons were afforded an opportunity to be heard; and

WHEREAS, the Plan Commission voted unanimously in favor to recommend the text amendments to said Fence Regulations in the Tinley Park Zoning Ordinance; and

WHEREAS, the Plan Commission of this Village has filed its report of findings and recommendations that the proposed text amendments be granted with this President and Board of Trustees, and this Board of Trustees has duly considered said report of findings and recommendations; 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 amend said Fence Regulations 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: That the report and findings and recommendations of the Plan Commission of this Village are herein incorporated by reference as the findings of this Board of Trustees, as completely as if fully recited herein at length.

SECTION 2: That Section III.J.3.a.(1).(iii) of the Tinley Park Zoning Ordinance entitled “FENCE REGULATIONS – ADMINISTRATIVE APPROVALS – SECONDARY FRONT YARD” states as follows:

- (iii) The fence must be a maximum height of four feet, six inches (4’6”) at the top of the posts and four feet (4’) at the top of the panel when measured from grade;

and is hereby amended to read as follows:

- (iii) **The fence must be a maximum height of five feet, six inches (5’6”) at the top of the posts and five feet (5’) at the top of the panel when measured from grade;**

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 16th day of April, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 16th day of April, 2019.

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. ____, “AN ORDINANCE APPROVING TEXT AMENDMENTS TO SECTION III OF THE ZONING ORDINANCE PERTAINING TO FENCES,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 16, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of April, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

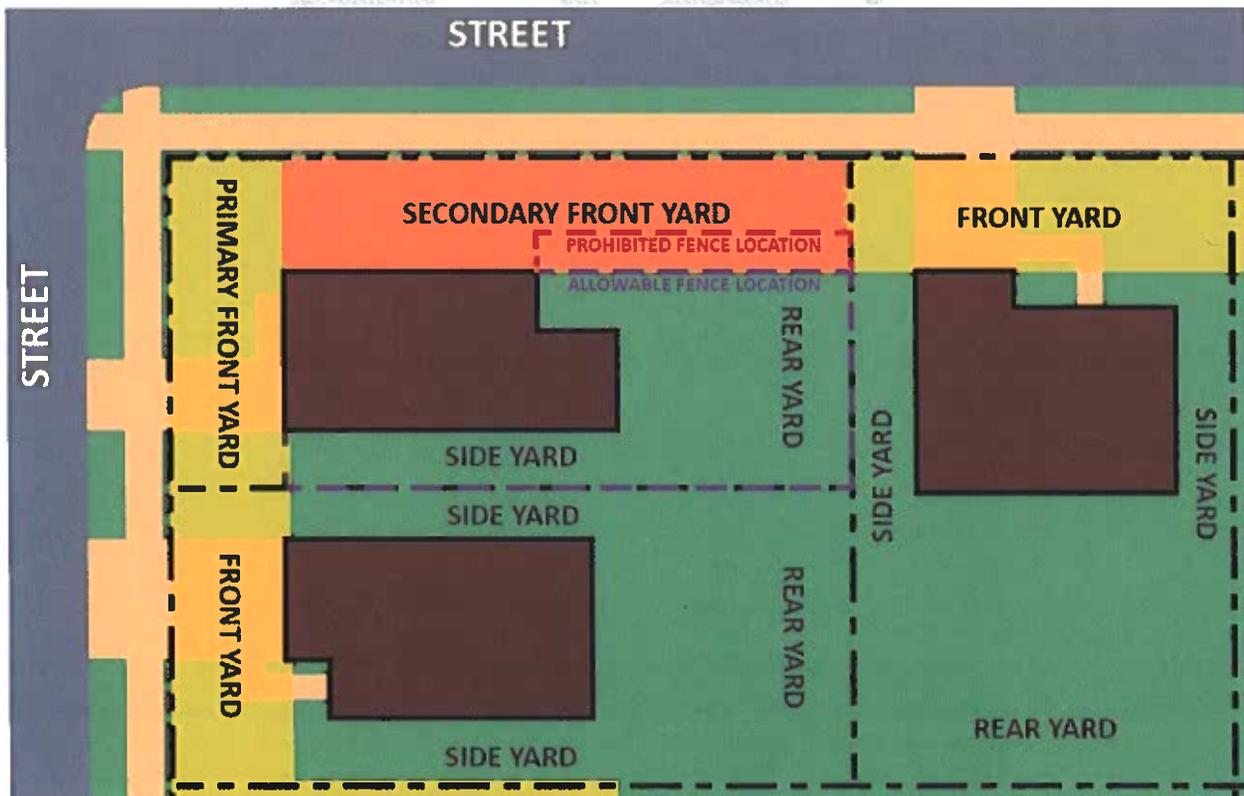
VOTP Zoning Ordinance – Proposed Amendment to Secondary Front Yard Fence Height
Last Edited 3/6/2019 by DR

Consider the Following Amendments for Section III.J.3.a of the Zoning Ordinance:

3. Administrative Approvals: The Zoning Administrator or their designee may grant administrative approval for a fence in the following circumstances:

a. Secondary Front Yard

- (1) A fence within a secondary front yard may be permitted to encroach up to ten feet (10') into the required front yard setback, provided that:
 - (i) The property is within a residential zoning district (R-1, R-2, R-3, R-4, R-5, R-6, & R-7);
 - (ii) The fence meets all material requirements within Section III.J.2.b.; however, the fence cannot be chain-link; and
 - (iii) The fence must be a maximum height of ~~four~~ five feet, six inches (54'6") at the top of the posts and ~~four~~ five feet (54') at the top of the panel when measured from grade;
 - (iv) The fence must be open style and have a minimum of fifty percent (50%) open space between the rails and posts;
 - (v) The fence does not obstruct sight lines that may cause a negative impact to safety of pedestrians or vehicles; and
 - (vi) The fence cannot abut a neighboring front/primary front yard (see graphics).



Graphic: Prohibited Fence Location in Secondary Front Yard

VOTP Zoning Ordinance – Proposed Amendment to Secondary Front Yard Fence Height
Last Edited 3/6/2019 by DR



Graphic: Allowable Fence Location in Secondary Front Yard

DRAFT



Interoffice Memo

Date: April 16, 2019

To: Dave Niemeyer, Village Manager

From: Paula J. Wallrich, AICP
Community Development Director

Subject: The Lakota Group – First Amendment to Professional Services Contract

BACKGROUND

The Village Board approved a professional services contract with The Lakota Group for Harmony Square Design Services on June 19, 2018. (Attachment A) The contract was approved with a "not to exceed" fee of \$180,000 and \$9,000 in expenses. The contract also referenced "Exhibit A" which anticipated Lakota hiring specialty services as sub consultants depending on the design direction of the project. Exhibit A highlighted professional fee ranges for these potential sub-consultants. (Attachment B)

DISCUSSION

The "Plaza Team" made up of staff (Marketing, Public Works, Police, Finance, Community Development and Administration) along with the consulting engineers, have been meeting regularly to finalize the plaza design in preparation of developing construction documents for bidding purposes. The plans are now at a point where the specialty design consultants can be hired to develop the individual plaza elements (stage, restrooms, multipurpose room, ice rink, fountain, audio-visual and acoustical design). This will require the hiring of an Architect and Fountain Designer. Lakota has taken on the responsibility of the Ice Rink design and operations (skate purchase or rental).

Lakota has provided a "Contract Adjustment Request" (Attachment C) which provides fees for these specialty design services in an amount not to exceed \$227,050. The estimate included in the original contract included a range of \$260,000 - \$335,000, for a potential savings of \$107,950 from the original estimates. While most of the consultant estimates are slightly higher than estimated (primarily due to the complexity of the final design), the elimination of the ice ribbon in favor of a rink sized for hockey play, the

services of a rink designer are longer required. The estimate for the rink designer was \$150,000-\$180,000. Lakota will be handling the coordination, design and analysis related to the purchase or rental of an ice rink and ice skates for a not to exceed fee of \$66,000. This will include the coordination of all specialty sub consultants.

Lakota will provide the following as part of their Ice Rink Coordination:

- Identification of possible vendors for rental/purchase of rink and recommendations
- Identification of possible vendors for rental/purchase of skates and recommendations
- Assistance with decision making of rental vs purchase- cost benefit discussion
- Staffing recommendations for ice rink operations
- Vetting of all necessary ice rink appurtenances (nets, seating, walls, rubber matting)
- Identification of possible vendors for Zamboni, chiller and assistance with final selection including any infrastructure design not included under engineering services.

REQUEST

Staff is requesting approval of the " First Amendment to Professional Services Contract" by The Lakota Group in an amount not to exceed \$227,050 for the specialty design services for Harmony Square. Upon approval of this adjustment the total contract for Lakota will be a not to exceed amount of \$416,050.

EXHIBIT A

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

RESOLUTION
NO. 2018-R-038

**A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE VILLAGE OF TINLEY PARK AND THE LAKOTA GROUP**

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

MICHAEL J. PANNITTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ
Board of Trustees

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

RESOLUTION NO. 2018-R-038

A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE LAKOTA GROUP

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with The Lakota Group, a true and correct copy of such Agreement being attached hereto and made a part hereof as EXHIBIT 1; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as EXHIBIT 1.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

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

ADOPTED this 19th day of June, 2018, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: YOUNKER, PANNITTO, BERG, BRADY

NAYS: GLOTZ

ABSENT: NONE

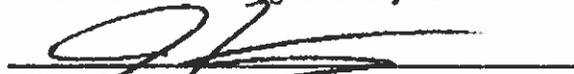
ABSTAIN: CURRAN

APPROVED this 19th day of June, 2018, by the President of the Village of Tinley Park.

ATTEST:



Village Clerk



Village President

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2018-R-038, "A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE LAKOTA GROUP," which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 19, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this _____ day of _____ 2018.



 KRISTIN A. THIRION, VILLAGE CLERK

EXHIBIT 1

THE LAKOTA GROUP AGREEMENT

THE LAKOTA ALLIES GROUP.IN PLACE

June 14, 2018

**Harmony Square
Professional Design Services**
Tinley Park, Illinois

116 West Illinois Street
Floor 7
Chicago, Illinois 60654
p 312.467.5445
f 312.467.5484
thelakotagroup.com

Professional Services Agreement between THE LAKOTA GROUP and THE VILLAGE OF TINLEY PARK

PROJECT UNDERSTANDING:

The Lakota Group (Lakota) is pleased to provide our professional design services proposal to The Village of Tinley Park (Client) to assist with preparation of landscape and site design documents for Harmony Square in downtown Tinley Park.

This proposal is based on the Harmony Square concept plan for the 1.2-acre plaza located at North Street and Oak Park Avenue. With this proposal we are moving in to the next phase of the design and implementation process, continuing the development of the community-supported schematic design. This design was the result of a 10-month long collaborative process, working with staff, leadership, and key community stakeholders. This plaza will be home to year-round programming and will be anchored and framed by new and existing transit oriented mixed use and commercial development opportunities. We understand that, as part of this project, we will be refining the design for both Harmony Square and North Street Festival Street, for which we have preliminarily estimated as an \$8 million project.

The project area is illustrated in Exhibit B - Phasing Plan, attached. Phase 1 is the North Street Streetscape, which is approximately 37,200 SF. Harmony Square is identified as Phase IA, and is approximately 40,000 SF. If acquired, Phase IB will be included in the overall site design, to expand the plaza to 49,000 SF. While the schematic design and planning reflects the 67th Court extension and east plaza expansion, the design and engineering of these areas are not included in this proposal.

FOCUS AREAS AND ELEMENTS

Our work will focus on the following areas within and around Harmony Square, as outlined below:

- Artificial Turf Lawn Area(s)
- Ice Rink and Skating Ribbon
- Splash Pad / Interactive Water Feature
- Seat Walls
- Site Furnishings
- Site Lighting
- Art and Interpretive Elements
- Performance Stage Structure
- Storage Structure for Utilities and Maintenance Equipment
- Concessions Kiosk / Restroom Building
- Overhead Shade Structures
- Festival Street Streetscape (North Street)
- Design grading
- Signage and Wayfinding within and around plaza

Planning
Urban Design
Landscape Architecture
Historic Preservation
Community Engagement

- Hardscape layouts and material options related to the playground and site elements, such as the water feature/ice, buildings, surrounding perimeter walks
- Site and foundation landscape planting character

Please note it is anticipated that we may need to engage the following services and subconsultants for this project, depending on the design direction. Lakota will be responsible for contracting and coordinating with sub-consultants. Sub-consultant selection will be directed by Lakota and approved by Village. Lakota to provide Village with copies of sub-consultant agreements.

- Streetscape design for the North Street Festival Street (Robinson and Lakota)
- Water feature design or details (Fountain Technologies)
- Ice Trail details or layout (Stantec)
- Site Grading/Drainage Plans and related details (Robinson Engineering)
- Architecture/structural (TBD)
- Electrical engineering (TBD)
- Signage (TBD)

PROJECT SCOPE:

Lakota will perform the following tasks/responsibilities for all Phases as outlined below:

PHASE 1: REFINED SCHEMATIC DESIGN

Task 1.1: Preliminary Schematic Site/Landscape Design

Starting from the preferred design, refine the overall site and landscape plan, including refinements to the ice ribbon and rink (alignment only), plaza, water features, artificial lawn areas, interface with the North Street Festival Street, and key specialty gathering areas and garden spaces. *The Village will provide a detailed topographic survey for the study area from the Village's civil engineering consultant.*

Task 1.2: Preliminary Site Elements, Products, and Materials Palette

Develop a preliminary Site Elements, Products, and Materials Palette, including hardscape, site furniture, and lighting options. This will be refined from what has been developed and approved to date.

Task 1.3: Develop Cost Opinion and Phasing Plan

The Lakota team will develop estimates of probably cost / cost opinions for the schematic site / landscape plan based on our most recent construction estimates. Cost estimates will include line items for materials and products necessary for construction. The Lakota team may also work with the Village to develop a phasing plan for construction, depending on final budget numbers.

Task 1.4: Team Review Meetings with Team

Present Preliminary Schematic site/landscape options, Planting Palette, Site Element Materials Palette, and costs in meeting(s) with the Village of Tinley Park. Refine schematic plan direction after meeting(s). This phase includes 4 meetings.

PHASE 2: DESIGN DEVELOPMENT**Task 2.1: Field Verification**

Visit the site as needed to confirm site topographic survey and refine site/landscape design.

Task 2.2: Refine and Finalize Design

Based on Village comments, the Lakota team will further refine the size, horizontal and vertical geometry, structure, materials and finish, as appropriate for the proposed Improvements. The team will develop more detailed landscape plans, site grading, site lighting, architectural features, and details/material choices for specific site elements. Drawings will include dimensions and quantities to the site features and provide a basis for establishing a more detailed estimate of construction costs, which will also be prepared as part of this task.

Task 2.3: Refine Cost Opinion

Based on refinement and design development plans, refine the cost opinions for the overall project.

Task 2.4: Coordinate with Product Manufacturers

Coordinate with ice, water feature, turf, and other product and equipment manufacturers to further the site design and provide options and details.

Task 2.5: Progress Review Meetings

During the Design Development Phase, the Lakota team will conduct six (6) working meetings with Team and Village representatives to review progress and design direction/budgets at the 75% and 100% design development milestones. Revisions will be made based on comments. This phase includes 6 meetings.

Task 2.6: Design Development Package

Submit Design Development set, outline specifications, preliminary plant lists, materials palette, product data, cost opinions, and quantities to the Village for review and approval prior to initiating the Construction Document and Specifications Phase.

PHASE 3: CONSTRUCTION DOCUMENTATION**Task 3.1: Field Verification**

Visit the site as needed to refine site/landscape design.

Task 3.2: Team Coordination Meeting

Meet with the Team to further refine details of the site/landscape plan, specific site elements, and refine planting design/palette. Further identify specific landscape and site issues involving plant material, hardscape, and site features. This includes coordination with Robinson Engineering.

Task 3.3: Graphic Documentation

Develop Graphic Construction Documents for site and all focus areas. Several drawings will be prepared which address all site element locations, sizes, and quantities. The Construction Documents will be used to bid and construct improvements and will include:

1. Cover Sheet, notes, legend
2. Existing Conditions Plans
3. Site Preparation and Removals Plans
4. Tree Preservation Plan (as needed)
5. Stormwater Pollution Prevention Plans (SWPPP)
6. Grading and Drainage Plans and related details
7. Site Utility/Street/Foundation Plans and related details

8. Site Electrical/Lighting Plans and related details.
9. Layout and Materials Plans and related details
10. Site Enlargement Plans and related details
11. Landscape Plans and Planting Schedule and related details
12. Site Construction Details

Plans, sketches, elevations, and sections will be prepared to further define the character of individual elements such as, but not limited to:

- Ice rink / ribbon
- Interactive Water Features
- Stage Structure
- Prefabricated Structures (e.g., concession stand, storage structure, overhead shade structure)

Task 3.3: Specifications and Documentation

The Lakota team will develop written Specifications and Documentation that will be used to bid and construct the improvements. These specifications will include general and supplementary conditions and technical specifications.

Task 3.4: Refined Cost Opinions

Revise Construction Cost Opinions to reflect any adjustments to Final Construction Documents.

Task 3.5: Team/Village Coordination Meetings

Meet with Team and Village to present final plans, sketches, and costs at the 50% and 100% milestones. This phase includes 2 meetings.

Task 3.6: Internal Quality Management Review

Prior to Village review and sending the project out for bid, the Lakota team will complete a quality assurance / quality control (QA/QC) audit of the documents.

Task 3.7: Construction Submittals/Village Review (as necessary)

Submit Final Construction Document set to Village for review (as necessary).

Task 3.8: Final Construction Document Revisions

Make revisions based on Team and Village input.

Prepare minor revisions to Final Site Plan prior to any resubmission to Village. Minor revisions to Final Plans and detail drawings are included as part of this work scope and fee proposal. *Substantial changes to the general design intent, site plan, or its related elements/features shall be considered outside of the work scope of this proposal. Lakota will be pleased to provide a more specific fee estimate/proposal for any additional services as requested by the Village as determined necessary due to project conditions.*

PHASE 4: PERMITTING AND BID ASSISTANCE

The goal of Permitting and Bid Assistance is to help package and distribute construction drawing sets and specifications to selected contractors for pricing. Bids will be reviewed, assessed, and clarified with the Village to assist in the selection of a contractor(s). Time tables and schedules for construction will be established with selected contractors.

- Meet with Village and Design Team to review construction set.
- Coordinate with Village to distribute bidding documents and prepare legal notice to publicize bid.
- Issue addenda as appropriate to interpret, clarify, or expand the construction documents.

- Recommend reputable contractors for consideration.
- Attend and facilitate a pre-bid meeting.
- Attend bid opening and record results.
- Prepare bid tabulation spreadsheet.
- Perform reference checks for the apparent low bidder's references.
- Issue a bid results summary letter.
- Attend Village Board meeting to present bid package and award.

PHASE 5: CONSTRUCTION ADMINISTRATION, OBSERVATION, AND CLOSE-OUT

The goal of Construction Observation and Administration is to provide on-site review and observation of site/landscape construction related to the target area landscape construction package and related specifications to observe that the plan intent is adhered to by the selected contractor(s).

- **ADMINISTRATION**
 - Assist in preparation of an Owner / Contractor Agreement.
 - Conduct a pre-construction meeting with Client and contractor to review:
 - Contractor mobilization and staging
 - Contractor schedules
 - Contractor submittals
 - Responsibilities
 - Communications
 - Payment procedures
 - Provide interpretations and clarifications for the construction documents as needed.
 - Review and approve submittals, including samples of materials and shop drawings, and assess change order requests.
 - Review and respond to contractor's requests for information.
 - Review contractor's request for payments.
 - Review testing procedures and data provided by independent testing services.
- **OBSERVATION**
 - Provide on-site observation of site construction. Visit site at intervals appropriate to the stage of site/landscape construction to review construction methods (Assumes a total of 12 site visits).
 - Make visits to plant nurseries located by landscape contractor to approve selected plant materials (Assumes 2 visits).
 - Make written reports regarding site construction progress.
- **CLOSE-OUT**
 - Conduct a final on-site observation/inspection of site construction with Village.
 - Prepare a final punch list prior to final acceptance of job.
 - Review contract close-out submittals including, but not limited to:
 - Operating and maintenance manuals
 - As-built record drawings
 - Labor and material lien waivers
 - Payment applications
 - Establish final acceptance.
 - Prepare final payment recommendations regarding the contractor's request for acceptance of substantially or finally completed work.

The Lakota Group will manage the performance of our own work through the term of the contract by providing General Project Administration. This includes, but is not limited to:

- **COMMUNICATIONS**
 - Coordinate and prepare for meetings and summarize highlights from each meeting.
 - Attend public forums identified.
 - Collect and disseminate communications from subconsultants and other parties.
 - Coordinate regularly with Client representative.
- **SCHEDULES**
 - Create, update, and distribute project timelines.
 - Coordinate subconsultants.
- **STAFFING**
 - Select and assign staff members and subconsultants to appropriate tasks and services.
 - Prepare and administer subconsultant agreements.

PROJECT SCHEDULE:

It is our understanding that project implementation for Phase 1 - North Street improvements and ancillary components of Phase 1A will commence in the Spring 2019 construction season. Final construction sequencing will occur over one or more seasons based on final plaza plan direction, budget parameters, and adjacent development planning.

Phase 1 Schematic Design work scope will commence upon execution of this contract and be coordinated with other consulting team members. It is our expectation that working Phase 1 documents will be completed and in for permit by late Fall of 2018.

PROJECT TERMS:

The above services will be provided on an hourly rate basis with a not to exceed fee of \$180,000 per the firm's current rates, based on the current estimated Harmony Square budget of \$8 million for the preferred plan, plus reimbursable expenses. Exhibit A highlights estimated professional fee ranges for potential sub-consultants

Total Estimated Fees are as follows:

Professional Fees by Expertise:	
The Lakota Group:	\$180,000
<u>Expenses:</u>	<u>\$ 9,000</u>
Total:	\$189,000

Any additional services requested of Lakota beyond those listed above will be conducted on an hourly basis and billed according to Lakota's current billing rates. If requested, a fee estimate will be provided for a task or an assignment based on a defined work scope.

Lakota Billing Rates (2018):

Principal	\$265
Associate Principal	\$235
Vice President	\$210
Senior Associate	\$185
Project Planner/Designer/Manager	\$160
Planner/Urban Designer/Landscape Architect	\$120 - \$130
Research/Operations Staff	\$90

Reimbursable expenses will be billed at 1.1 times direct expense to cover administration and will include:

- *Travel for field work/site visits to review landscape installation*
- *Delivery (postage/messenger/express)*
- *Copying/Reproduction*
- *Computer Plots*
- *Long Distance Communication*
- *Renderings/3D Models (if requested by client)*
- *Miscellaneous (municipal documents, special reports, data)*

ADDITIONAL TERMS

This proposal does not include the following tasks:

- Irrigation design (by others)
- Property or legal surveys (by surveyor)
- Professional 3D marketing renderings/illustrations (additional services, if requested)
- Geotechnical testing services (by others)

Professional fees and expenses will be billed monthly for work completed.

Either party may terminate this agreement 15 days after written notice. Lakota shall be compensated for all services performed up to this date.

Please indicate acceptance of this agreement by signing one copy and returning it to our office listed above. Lakota will begin work after receiving written authorization to proceed via fax, mail or email.

The Lakota Group appreciates the opportunity to provide The Village of Tinley Park with Professional Design Services.



 Scott Frejes, PLA, ASLA
 Principal
 The Lakota Group



 Signature
 Jacob C Vandenberg

 Printed Name
 Village President

 Title
 7-27-18

 Date

EXHIBIT A

In addition to civil engineering services, it is anticipated that we may need to engage the following services as subconsultants for this project, depending on the design direction. Estimated ranges for these services are listed below:

Ice Rink / Ribbon Engineering:	\$150,000 - \$180,000
Water Feature Design/Engineering:	\$20,000 - \$30,000
AV / Specialty Engineering:	\$20,000 - \$25,000
Lighting / Electrical Engineering:	\$30,000 - \$50,000
Architect / Structural:	\$40,000 - \$50,000
<hr/> Total	<hr/> \$260,000 - \$335,000

ATTACHMENT B

EXHIBIT A

In addition to civil engineering services, it is anticipated that we may need to engage the following services as subconsultants for this project, depending on the design direction. Estimated ranges for these services are listed below:

Ice Rink / Ribbon Engineering:	\$150,000 - \$180,000
Water Feature Design/Engineering:	\$20,000 - \$30,000
AV / Specialty Engineering:	\$20,000 - \$25,000
Lighting / Electrical Engineering:	\$30,000 - \$50,000
Architect / Structural:	\$40,000 - \$50,000
Total	\$260,000 - \$335,000

ATTACHMENT C

Resolution No. 2018-R-038

CONTRACT ADJUSTMENT REQUEST

PROJECT NAME:	Harmony Square
CLIENT:	Village of Tinley Park
DATE:	March 29, 2019

The Lakota Group is requesting approval from the Village of Tinley Park for an addition to contract (resolution No. 2018-R-038) dated June 19, 2018 for the following services:

ORIGINAL CONTRACT (price range proposed from Exhibit A, No. 2018-R-038):

Ice Rink / Ribbon Engineering:	\$150,000 - \$180,000
Water Feature Design / Engineering:	\$20,000 - \$30,000
AV / Specialty Engineering:	\$20,000 - \$25,000
Lighting / Electrical Engineering:	\$30,000 - \$50,000
Architect / Structural:	\$40,000 - \$50,000
PROPOSED FEE RANGE PER EXHIBIT A	\$260,000 - \$335,000

PROPOSED CONTRACT ADD FOR RESOLUTION NO. 2018-R-038:

(services are based on the current preferred design dated March 13, 2019)

Ice Rink Coordination/Coordination of Subs (Lakota):	\$66,000
Water Feature Design (Fountain Technologies):	\$32,500
AV Design Services (TRIA Architects):	\$35,850
Acoustic Design Services (TRIA Architects):	\$23,850
Architect / Structural (TRIA Architects):	\$68,850
TOTAL ADDITIONAL PROFESSIONAL FEES	\$227,050
<i>NET SAVINGS FROM PREVIOUS PROPOSED FEES</i>	<i>\$107,950</i>

CONTRACT SUMMARY

Approved Design Fees (Lakota):	\$180,000
Approved Expenses (Lakota):	\$ 9,000
Proposed Contract Add for Services Outlined Above:	\$227,050

ADJUSTED CONTRACT TOTAL	\$416,050
--------------------------------	------------------

Please confirm/approve the above contract addition by signing one copy and returning it to our office.

Attachments: Resolution No. 2018-R-038 (original contract for reference)



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

RESOLUTION
NO. 2019-R-032

**A RESOLUTION APPROVING A FIRST AMENDMENT TO A
CONTRACT THE LAKOTA GROUP, INC.**

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

MICHAEL J. PANNITTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ
JOHN A. CURRAN
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

RESOLUTION NO. 2019-R-032

**A RESOLUTION APPROVING A FIRST AMENDMENT TO A
CONTRACT THE LAKOTA GROUP, INC.**

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"), pursuant to 50 ILCS 510/1 of the Illinois Municipal Code, is authorized to negotiate and enter into professional service agreements for engineering and/or architectural services based upon the demonstrated competence and qualifications for the type of services required at a fair and reasonable; and

WHEREAS, the Village of Tinley Park ("Village") has previously negotiated and entered into a professional services agreement ("Agreement") with the Lakota Group, Inc., ("Lakota") pertaining to certain engineering services for Harmony Square; and

WHEREAS, the Village now desires to approve a First Amendment ("Amendment"), attached hereto as Exhibit 1, to said Agreement pertaining to the increased fees for certain specialty design services in an amount not to exceed \$227,050.00; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of said Village of Tinley Park and its residents to enter into said Amendment with Lakota pursuant to this Resolution; and

NOW, THEREFORE, BE IT RESOLVED 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: The President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village and its residents that the aforesaid Amendment be entered into with Lakota, in an amount not to exceed \$227,050.00, and that the Village President is hereby authorized to execute said Amendment on behalf of the Village, with said Amendment to be substantially in the form attached hereto and made a part hereof as Exhibit 1, subject to review and revision as to form by the Village Attorney.

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

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

PASSED THIS 16th day of April, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 16th day of April, 2019.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____, "A RESOLUTION APPROVING A FIRST AMENDMENT TO A CONTRACT THE LAKOTA GROUP, INC.," which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 16, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of April, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

**FIRST AMENDMENT TO THE PROFESSIONAL DESIGN SERVICES
AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK
AND THE LAKOTA GROUP**

THIS FIRST AMENDMENT TO THE PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK, ILLINOIS AND THE LAKOTA GROUP (this "Agreement") is made as of April ____, 2019 by and between Village of Tinley Park, an Illinois municipal corporation (the "Village") and the Lakota Group ("the Consultant").

WITNESSETH:

WHEREAS, on July 19, 2018, the Village and the Consultant entered into a "Professional Design Services Agreement" ("Original Agreement"); and

WHEREAS, at the time of execution of the Original Agreement, there were still numerous design decisions that had not been made which affected the overall price of the Original Agreement; and

WHEREAS, the Original Agreement was approved with a "not to exceed" fee of \$180,000 and \$9,000 in expenses; and

WHEREAS, the Village has finalized all design decisions for the Project and as a result, certain deletions, amendments, and additions must be made to the Original Agreement; and

WHEREAS, the parties hereto now desire to amend the Original Agreement in certain respects as set forth herein and to memorialize their foregoing relationship; and

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

1. UNDER THE HEADING "PROJECT TERMS".

A. The entire first paragraph prior to "Lakota Billing Rates (2018)", as well as the table of estimated fees and Exhibit A shall be deleted in their entirety and replaced by the following:

- As full consideration for performance of the services, the Village will pay Consultant based on the hourly rates set forth immediately below up to a maximum amount payable under this Agreement of \$416,050 ("Maximum Price"). The breakdown of the Maximum Price in accordance with each design feature is attached hereto as Exhibit A-1 and made a part hereof. Consultant will not be entitled to compensation in excess of such amount for any Additional Services performed on the Project without the prior written directive or approval of such Additional Services by the Village. Consultant will not perform any Additional Services on the Project for which the Consultant will seek compensation in

excess of the Maximum Price without notifying the Village in writing in advance that Consultant considers the same to be Additional Services and stating the estimated additional compensation Consultant intends to seek for such Additional Services. Compensation for any Additional Services requested of Lakota will be calculated on an hourly basis and billed according to Lakota's current billing rates.

The following paragraph shall be added to the end of the Project Terms section.

- Consultant assumes responsibility to the Village for the proper performance of the work of Subconsultants and any acts and omissions in connection with such performance. Nothing in the Agreement Documents is intended or deemed to create any legal or contractual relationship between the Village and any Subconsultant including but not limited to any third-party beneficiary rights.

2. THE FOLLOWING PROVISION SHALL BE ADDED TO THE ORIGINAL AGREEMENT AS A NEW SECTION.

THE CONSULTANT'S PROFESSIONAL RESPONSIBILITY AND STANDARD OF CARE.

- By execution of this Agreement, the Consultant warrants that (a) it is an experienced and duly licensed firm or individual having the ability and skill necessary to perform all the Services required of it under this Agreement in connection with the design and construction of a project having the scope and complexity of the Project contemplated herein; (b) it has the capabilities and resources necessary to perform its obligations hereunder; and (c) it shall exercise the reasonable standard of care to comply with laws, rules and regulations which are applicable to the design and construction of the Project (such laws, rules and regulations including, but not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which are applicable to the Project, local sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, codes, laws, rules and regulations in effect at the time of commencement of services on the Project) and are current as of the commencement of the project. The Village acknowledges that such laws, rules and regulations are often subject to various and contradictory interpretations and that therefore Consultant shall use reasonable professional efforts and judgment to correctly interpret and apply such requirements, but cannot warrant or guarantee that the work will comply with the interpretation of such requirements by others.
- The Consultant hereby represents and agrees that the drawings, specifications and other documents prepared by it pursuant to this Agreement shall be complete and functional, except as to any deficiencies which are due to causes beyond the control of the Consultant, and that the Project, if constructed in accordance with the drawings, specifications and other documents, shall be structurally sound and a complete and properly functioning facility in accordance with the terms of this Agreement. Any suggestions, recommendations or review comments by the Village (excluding reuse of or modification to Consultant's designs, documents or work product without the prior authorization of

Consultant) shall not reduce or diminish the Consultant's responsibilities pursuant to this Agreement.

- The Consultant shall be responsible for any errors, inconsistencies or omissions in the drawings, specifications, and other documents. The Consultant will correct at no additional design cost to the Village any and all errors and omissions in the drawings, specifications and other documents prepared by the Consultant. The Consultant further agrees, at no additional cost, to render assistance to the Village in resolving problems relating to the design or specified materials.
- Consultant shall exercise the reasonable standard of care to make certain that, at the time the project is bid, all drawings, specifications and other documents are in accordance with applicable laws, statutes, building codes and regulations and that appropriate reviews and approvals are requested from federal, state and local governments.
- It shall be the responsibility of the Consultant throughout the period of performance under this Agreement to exercise the abilities, skills and care customarily used by Consultants of the training and background needed to perform the services required under this Agreement who practice in the County of Cook /County of Will/The Village of Tinley Park or similar communities.

3. *THE FOLLOWING PROVISION SHALL BE ADDED TO THE ORIGINAL AGREEMENT AS A NEW SECTION.*

INSURANCE REQUIREMENTS.

- Consultants shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located the following insurance written for not less than limits of liability specified below or required by law, whichever is greater:
 1. Commercial general liability insurance covering general liability claims, including for operations in progress, completed operations, with minimum limit of \$1,000,000 for each occurrence and including personal injury liability coverage and property damage coverage.
 2. Professional liability insurance with minimum limits of \$1,000,000* *Structural Engineers \$3,000,000 excess
 3. Automobile liability insurance with limits of \$500,000.
 4. Worker's compensation insurance as required by applicable laws, including employers' liability insurance with minimum limit of \$1,000,000.
- The coverages afforded by the Consultant shall be primary in all respects to any insurance carried independently by the Village. Consultant's commercial general liability and

automobile liability insurance policies shall name the Village as additional insured by amendatory riders or endorsements. Not less than fourteen (14) days after the execution of this Agreement, the Consultant shall file with the Village Certificates of Insurance acceptable to the Village evidencing the foregoing coverages and that the policies are in full force and effect. The Certificates also shall list the Village as additional insureds for the commercial general liability and automobile liability policies. The Certificates and the insurance policies required by agreement shall contain a provision that coverage afforded under the policies will not be cancelled, amended, or allowed to expire without at least 30 days' prior written notice to the Village.

- The Consultant also shall require each of its subconsultants providing additional consultant services for the Project to maintain the foregoing insurance coverage. The Consultant also shall require each such subconsultant to furnish the Village with certificates of insurance evidencing the foregoing coverage and that the policies are in full force and effect. The certificates shall be provided to the Village.

4. *THE FOLLOWING PROVISIONS SHALL BE ADDED TO THE ORIGINAL AGREEMENT AS NEW SECTIONS.*

INDEMNITY

- Consultant shall indemnify and hold harmless the Village, its officers, directors, employees, from and against those liabilities, damages and costs that the Village is legally obligated to pay as a result of claims by third parties resulting from the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by either the willful misconduct or the negligent act, error or omission of the Consultant or anyone for whom the Consultant is legally responsible, subject to any limitations of liability contained in this Agreement. Consultant will reimburse the Village for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability. Consultant's duty under this provision shall be limited to the available proceeds of the insurance coverage required by this Agreement.

MISCELLANEOUS

- Consultant reserves the right to cease all services if payment is not made in accordance with the Illinois Prompt Payment Act.
- To the fullest extent permitted by law, and notwithstanding any other provisions of this agreement, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and subconsultants, and any of them, to the Owner and anyone claiming by, through, or under the Village, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from, or in any way related to the project or this Agreement from any cause or causes, including, but not limited to the negligence, professional errors and omissions, strict liability, breach of contract or warranty, expressed or implied, of Consultant and Consultant's officers, directors, partners, employees, agents, and subconsultants, or any of them, shall not exceed the amount of Consultant's fee paid at the time of the claim.

- The Village and Consultant waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in according with.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the _____ day of _____, 20__.

Village of Tinley Park, Illinois

The Lakota Group

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A-1

Breakdown of Maximum Price – Approved Contract Adjustment Request dated 3/29/2019



Interoffice Memo

Date: April 16, 2019

To: Dave Niemeyer, Village Manager

From: Paula J. Wallrich, AICP
Community Development Director

Subject: Defaulted Mortgage Property Registration Program

BACKGROUND

As part of the Village's proactive code enforcement initiative staff has investigated various tools to improve the efficiencies of the department. The adoption of a new software program and the reallocation of duties for existing staff will assist in creating increased opportunities for existing code compliance staff to execute plans for the proactive code enforcement program (see attached) One additional tool will be the creation of a registration program for defaulted mortgage property (foreclosure properties). The creation of this program will provide readily accessible contact information for the code compliance officers who traditionally expend time to obtain this information. As these properties are known to transfer ownership multiple times it is difficult to maintain current ownership information.

DISCUSSION

The Village of Tinley Park has 320 active foreclosures. Notification of these foreclosures by the banks is sporadic at best. A registration program will enable staff access to current ownership information. It is recommended that the program required semi-annual registration so that information is as current as possible. The proposed ordinance also provides for:

- Mortgage holder of defaulted mortgage property must register their property within 10 days of default and every 6 months thereafter;
- Mortgage holder of defaulted mortgage property must pay a registration fee of \$300;
- If registration is not paid within 30 days a late fee of \$30 will be assessed;
- Defaulted property must be maintained in accordance with Village code; and
- Vacant defaulted property must be secured in appropriate manner.

The program was discussed at the April 9, 2019 Community Development Committee and it was unanimously recommended for approval to the Village Board. As part of the Committee discussion

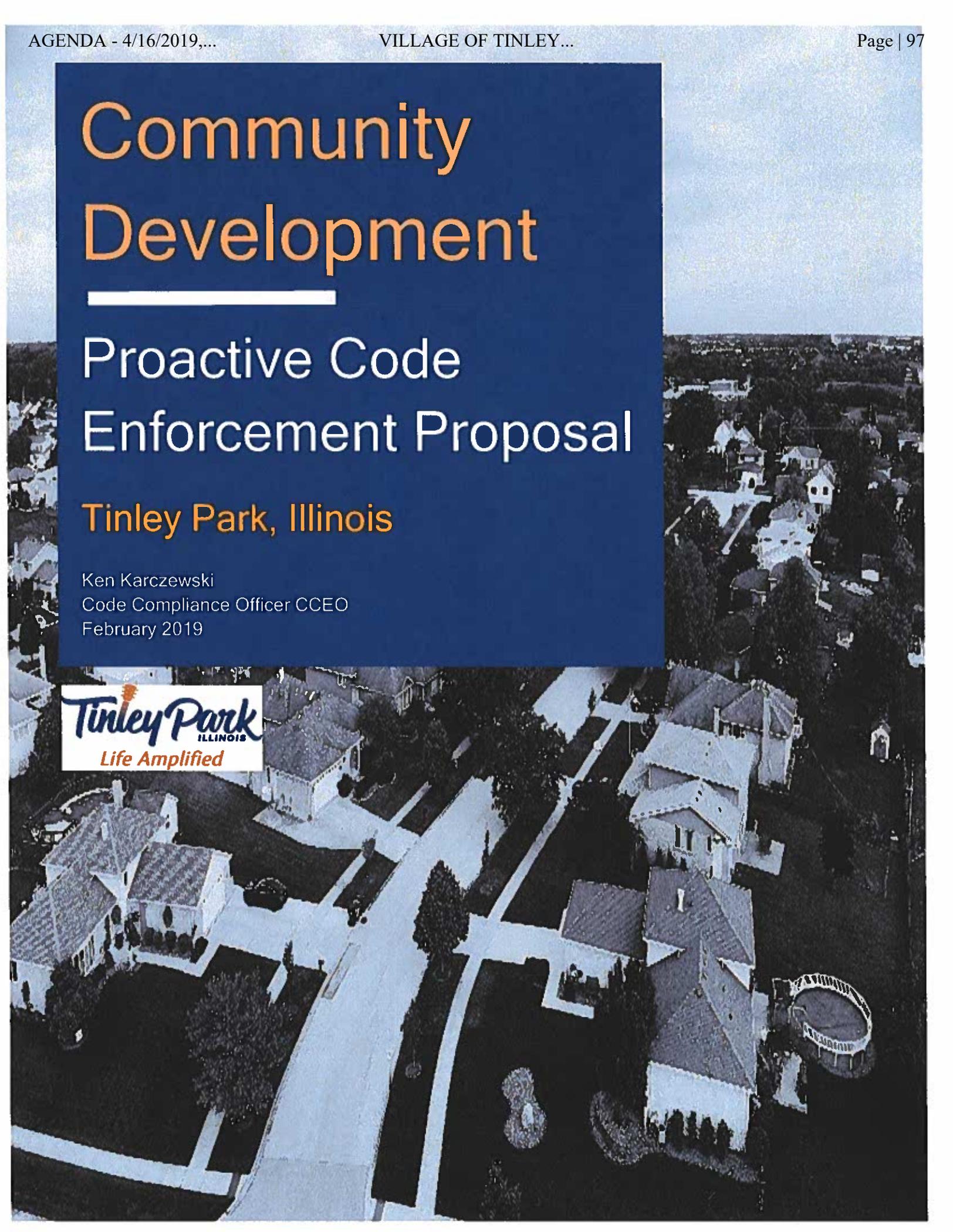
it was also recommended to contract with ProChamps to administer the program which is discussed as a separate agenda item.

Community Development

Proactive Code Enforcement Proposal

Tinley Park, Illinois

Ken Karczewski
Code Compliance Officer CCEO
February 2019



Code Compliance Proactive Plan

Why Code Compliance is Important

One of the most important obligations that a municipality has to its residents is to protect their health, safety and welfare. Code Compliance plays a major role in keeping the community from becoming run-down and unattractive to those who live in or visit it, and in preserving the integrity of its existing housing stock.

The purpose of the codes and the persons who enforce them is to maintain and increase the property values of the Village of Tinley Park by reminding property owners of their responsibility to maintain their property to the minimum standard set by Village ordinance.

When there exists a situation which may seem acceptable to a property owner, but is deemed under the property maintenance code to be detrimental to the health, safety and welfare of the neighbors, or contributes to the deterioration of the neighborhood, code compliance officers may be required to take action to get the situation abated. This pertains to residential properties such as single family homes, apartment, condo, or townhome buildings, as well as commercial and industrial properties.

Reactive Code Enforcement

The Village of Tinley Park currently has a reactive code enforcement program. In 2018 alone, 735 complaints were received. The majority of the complaints concerned the following: (in no particular order)

- Tall grass and weeds
- Landscaping and tree issues
- Outside storage
- Home businesses
- Junk, garbage, and debris about the property.
- Drainage issues
- Inoperable vehicles
- Vacant properties
- Unsanitary pools
- Conditions of structures, such as fences, sheds, houses, etc.

These problems are not indigenous to Tinley Park alone, but are concerns of most Government Officials nationwide and even internationally.

Reactive responses occur when a complaint is received, or when the violation becomes an extreme eyesore. As a result these violations can be perceived as being tolerated or acceptable, they tend to get worse, and corrective measures are greater, more time consuming, and costly.

Proactive Code Enforcement

Proactive Code Enforcement is not reliant on a complaint to take action. It addresses violations before they become extreme and are addressed in an early stage before they become long term problems. A hierarchy of major versus minor complaints is easily established, corrective measures are usually simpler, less costly and less time consuming, and consequently, citizens have a higher expectation that violations will be addressed.

Many municipalities have been reviewed in reference to their "Proactive Code Enforcement" programs. In summary all have the following in common:

1. Performing "windshield inspections". (Observations from the car)
2. Division of work (Establishing zones)
3. Utilizing efficient software to document violations.
4. Proper notification of the violations.
5. Sufficient amount of time to resolve the violation.
6. A reasonable punitive system when violations are ignored.

Many also have a vacant property registration program in place to expeditiously identify responsible parties of problem vacant properties. This is being explored in depth to complement our proactive code compliance program.

By dividing up the municipality in to zones or jurisdictions, and designating responsibilities between personnel and types of complaints, a proactive approach can be created. This can be accomplished by officers patrolling or making "rounds" on a scheduled basis to make sure the areas are up to the minimal standards outlined in the Property Maintenance, Zoning Codes, and Village Ordinances. The Police, Fire, and Public Works Department utilize this "patrol" method well.

There are many different opinions concerning the proper way to initiate dividing up the work-load and establishing a proactive approach. This is an attempt to provide a "blueprint" of how this can be accomplished.

Starting With Basics / "The Main Drags"

Tinley Park is heavily traveled. Even though some motorists, bicyclists, and pedestrians don't reside in the Village, they, along with residents, are still compelled to report "annoyances" they observe while on their commute, ride, or walk. To help alleviate these reports, aggressive patrols could take place on early Monday mornings along the main roads for the purpose of identifying obvious violations that should be addressed. These would include rouge signs in the parkways, excessive garbage, overgrown grass and weeds, road obstructions, low hanging tree branches, line of sight issues near corners, etc.

One officer would drive the North/South Streets along Ridgeland, Oak Park, Harlem, 80th, 84th, 88th, 94th Avenues, and Lagrange Rd. The other would drive the East/West streets, 159th, 167th, 171st, 175th, 179th, 183rd, and 191st Streets. Any violations noted in the roadway, parkways, outside of homes or businesses would of course be documented, and the responsible parties would be notified promptly. These "patrols" could be completed again during the week. Although every attempt is made to observe blatant violations, emergent matters occur on a continuous basis and can detour officers from continuing these "patrols". These early Monday morning patrols would have to be scheduled and prioritized to be completed before 11:00 a.m.

Shopping Centers

The "Menard's Shopping Center, Tinley Park Plaza, Park Center Plaza, Tinley Commons, Brookside Market Place, Bayberry Plaza, Tinley Court, Bremontowne Mini Mall, Parkview Plaza, Tinley Downs, The Tinley Center, and all other retail and restaurants located in those areas, provide services and tax dollars to the community from persons who patronize these businesses. It is from these patrons we receive the

most complaints regarding deteriorating parking lots, sidewalks, landscaping in the parking islands, garbage and debris, and the exterior conditions of the buildings themselves.

Starting in late winter / early spring, inspections of these locations can commence in an effort to identify any problems early. A generous 90 - 120 day abatement period can be scheduled for more costly maintenance projects and diligently monitored for compliance. Examples would include deteriorated parking lots, pot holes, sidewalks, deteriorating curbs, etc..

Last year, all the hotels south of 183rd & Harem Ave, and businesses along Oak Park Ave were issued notices regarding the condition and maintenance of their parking lots. Each lot was inspected for pot holes, deteriorated pavement, striping, etc. Some were issued citations because repairs were not completed in a timely manner. However extensions were granted through the Administrative Hearing process. The problem wasn't complacent owners, delays occurred because of corporate "red tape". Eventually the work was completed raising the aesthetic appeal to the area. However some Corporations took as long as five months to complete the work. A proactive enforcement program will allow staff to develop relationships with the commercial centers and management companies that will hopefully circumvent much of this 'red tape' resulting in more expedient responses.

Apartment, Condominium, and Townhome Buildings

There are over 2000 individual apartment, townhome, and condominium buildings combined within the Village of Tinley Park. Based on information from our Rental Housing Coordinator, we have 122 registered rental buildings, and 850 single family homes which are currently being rented.

Code enforcement has been called on many occasions to address the aesthetic appearances of these buildings. Concerns have involved window, soffits, fascia, driveways, sidewalks, dumpster enclosures, garbage and debris, etc. For rental multi-family structures, our inspections are limited to the outside of the building and the common areas inside the buildings such as the hallways

A separate inspection period can be scheduled to complete a cursory inspection of these buildings over a designated period. Time permitting and based on any additional personnel, interior walk-throughs of these buildings could be completed.

Staff is continuing to investigate the possibility of a rental housing program that will complement the proactive code enforcement and crime free housing programs.

Industrial Zones

Duvan Drive, and areas between 183rd and 185th Streets from Harlem to 94th Avenue are the locations of most of the heavier industry and manufacturing in Tinley Park. The majority of the complaints received do not differ from other areas in the Village. Complaints concern the condition of the buildings, garbage and debris, grass landscaping, and dumpster enclosures. Additional complaints are received concerning outside storage, noise, odors and determining what is acceptable and what is not acceptable.

A separate inspection period can be scheduled to complete a cursory inspection of these buildings over a designated period.

Sub divisions / Grass and Weeds.

The U.S. Census states there are 22,538 residences in Tinley Park; 81.7% (18,413) homes are owner occupied, 14.8% (3,335) are renter occupied. The majority, but not all of the owners satisfactorily maintain their properties. The owners who do not, accounted for 32% of the 780 total complaints for 2018. These complaints concerned rental, owner occupied, and vacant properties. If not attended to quickly, they become a nuisance and eyesore to the neighbors and surrounding community.

Ideally one staff member should be designated to handle these complaints during the spring through the early fall seasons. Ideally, summer help or additional part-time personnel could be used to monitor and complete these inspections. Door tag notices would be applied to the residences and re-inspected seven days later for compliance.

Community Involvement

Code enforcement is unfortunately a necessity in any municipality, and properties in need of repair or maintenance impact the whole community. In an effort to inform the residents about the importance of property maintenance issues, I propose the Marketing Department assist in getting the word out in the following manner:

1. Provide information on the Village's web site informing viewers of the new proactive program and educate them on the common property maintenance violations.
2. Provide notifications or a "Code of the Week" on the web site throughout the year, notifying residents about actual codes used to cite violations.
3. Include property maintenance information in the quarterly water bills.
4. Partner with businesses such as Ace Hardware, Menard's, and ConServ to provide possible discounts for maintenance items.
5. Partner with landscape contractors if residents are unable to maintain their own properties.
6. Utilize "Oak Park Playbook Grant Program" to assist with code compliance issues.
7. Promote the **Illinois Department of Transportation - Adopt A Road Program*. This provides a great sense of community involvement and pride, with no liability to the Village. (see below)

IDOT Adopt A Road Program

Tinley Park has miles of roads which are designated as State or County roads maintained by the State and Cook/Will Counties. We receive many complaints about large amounts of garbage and debris along these roadways, especially from 177th to 183rd & Harlem Ave. The Village will not maintain or pick up garbage along these roadways, and the State and County do not have the resources to handle the problem in a timely manner.

The *Illinois Department of Transportation* has a program to assist in getting the community involved. The following is information from their web site:

"The Illinois Adopt-A-Highway program brings citizen volunteers into partnerships with IDOT to pick up trash and keep our roadsides clean. The program also educates and encourages people to stop littering. Through the cleanup efforts of more than 10,000 Adopt-A-Highway volunteers throughout Illinois, visitors

and tourists have a better first impression of our state and roadways are safer because of less roadside debris.

Illinois needs your help to keep its roadsides clean. Please consider adding your group of friends, neighbors, coworkers, or club members to our list of volunteers who make a positive impact on the area where they live.

Just about anyone can take part:

- Civic groups
- Churches
- Clubs
- Coworkers
- Organizations
- Neighbors
- Sororities and fraternities
- Friends and families

To participate, each volunteer group applies for a two-mile section of highway, which they select from an interactive map within the application. Once approved, volunteer groups agree to remove litter from the assigned section of highway at least four times each year for a two-year period and agree to complete an Adopt-A-Highway Clean-Up Report after each clean-up day. In return, IDOT will install roadside signs identifying the volunteer group as an Illinois Adopt-A-Highway participant. IDOT provides safety vests and trash bags to Adopt-A-Highway volunteers and removes the bags from the roadside.

There may be times when a road may appear available for adoption but, for a variety of reasons, is not available. Reasons may include that the roadside is considered unsafe for volunteers or the state route is in an area where the municipality has its own Adopt-A-Highway program. If you choose an unavailable location, an IDOT representative will contact you to discuss alternative options."

"Each volunteer group is responsible for a two-mile section of highway. (Section length may vary because of physical boundaries.) Interstate highways and fully access-controlled freeways are NOT included in this program. The district coordinator shall approve sections of highway available for adoption. Areas may be declared ineligible for adoption for safety or other reasons.

Volunteer groups agree to remove litter from the assigned section of highway at least four times each year for a two-year period. In return for this partnership, IDOT will provide roadside signs identifying your groups as an Illinois Adopt-A-Highway program participant. (IDOT reserves the right to approve all messages on the signs and all group applications.) IDOT provides safety vests and trash bags to roadside clean-up volunteers and removes the filled bags from the roadside."

Vacant Property Registration Program

A property registration program is not a luxury, but by national standards, a necessity. Through this program, properties are registered, a fee is paid, and renewed within a designated time period. Information provided allows better notification when a violation occurs, and the violation is generally abated in a timelier manner.

In December 2018 there were over 600 current or pending residential foreclosures in Tinley Park. These include single-family homes, condominiums, and townhomes. Even though a large majority are still occupied, in some circumstances the soon to be displaced owners may discontinue maintaining their

home. Worse yet, when the previous owners vacate their home, it can be difficult to locate the appropriate party responsible for property maintenance issues. The property registration program will assist with tracking down the responsible party.

Proactive Plan implementation

The goals of the Code Compliance Inspectors will be to complete a cursory visual inspection of all properties within the Village every year, identify any obvious property maintenance violations, and to have the violations abated. Utilizing zones, minimal checklists, and making use of new software and technology will make this possible.

According to recent Census statistics there are over 20,000 housing units in the Village which include single-family homes, townhomes, apartments and condo buildings. In addition there are industrial, and retail single and multi-tenant buildings. A quick calculation with assumptions on number of inspection days, indicates a volume of inspections that might make it difficult to achieve a total review of the community in one year. In addition, it is important to realize that if violations are identified, re-inspections will have to be completed in addition to the initial inspection. The time it will take to conduct the windshield surveys will vary depending on the conditions of the buildings and the building density of the area. Staff will prioritize areas based on prior violation experience and develop a hierarchy for inspections. As a pilot program it will be important to maintain accurate records and statistics to understand how best to program inspections in future years. The new software will be of great assistance with gathering this kind of data. It is our intention to begin proactive inspections on May 1, 2019. Progress reports will be provided to the Village Board as part of the monthly reporting process.

Zones

Examining the geographical boundaries of Tinley Park, an established "unofficial" center of the Village would be in the area of 179th St and 80th Ave. The Village would be divided from East to West at that location establishing a North and South zone. North zone would be everything north of 179th Street. South Zone would be everything south of 179th Street. Using the Area layer within GIS reveals the North zone is 8.73 square miles (and 5587 acres). The South zone measures 7.81 square miles (4997 acres).

By dividing up the municipality into zones or jurisdictions, and designating responsibilities between personnel and types of complaints, a proactive approach can be created. This can be accomplished by officers patrolling or making "rounds" on a scheduled basis to make sure the areas are up to the minimal standards outlined in the Property Maintenance, Zoning Codes, and Village Ordinances. The Police, Fire, and Public Works Department utilize this "patrol" method well.

Utilizing our two Code Compliance Officers, each one would be responsible for their assigned zone. Both areas contain single-family homes, townhomes, condominiums, apartment buildings, retail and industrial buildings. Dividing the Village in this manner would be simplistic for anyone within the Community Development Department to instantly know what Officer would be responsible for any incoming or active complaints based on the address given.

Over a designated time period (quarterly, bi-annually, etc.) the volume of violations observed or reported would be analyzed to confirm if large differentiations in violations are present. If necessary, zone boundaries may be adjusted.

Property Maintenance Checklist

Proactively identifying properties with several to numerous code violations should not be a subjective task. When identifying violations, most but not necessarily all would be obvious to experienced Code Compliance Officers. However, some violations can be unintentionally overlooked. Staff will establish a cursory checklist for the purpose of identifying and documenting violations in an expedient manner. There are numerous examples available and some have already been created.

Violations

Tall grass, weeds, and landscaping issues.

Dead trees

Inoperable/unregistered vehicles

Outside storage

Excessive garbage or rubbish

Peeling paint

Rusted siding

Rotting boards

Drainage issues concerning sump and gutters.

Obvious structural damage

An interior property maintenance checklist will also be created. Whether owned or rented, this will be used when Officers are notified about interior issues and meet with complainants within the residence or building in which they reside.

Goals

As mentioned above, there are several types of properties (single family homes, apartment building, retail, and industrial) in each zone which can be targeted on a scheduled basis.

An example would be to complete a "soft inspection" of major shopping centers and strip malls for general property maintenance violations; landscaping, dead trees, garbage and debris, parking lot maintenance, etc. and have notices sent out to the owners and management companies. The goal would be to complete inspections of all major shopping centers within a 30 day period, send out notices, and have all violations abated within 90 days. If violations are minor, the time allowed for abatement would be reduced. Compliance would be monitored and any legitimate problems or complications regarding reasons the violations cannot be abated in timely manner would be documented. Industrial and commercial areas would be inspected in a similar manner.

Conclusion

A proactive program has its pro's as well as its cons. With the adoption of the new software, officers and inspectors will be able to address the violation quicker by notifying the owners from the car by email, or by printing out a notice and applying it to the door on properties immediately.

In 2018, the Village received over 700 complaints without code enforcement officers being aggressively proactive. One documented proactive violation per day would equal approximately 200 additional violations per year, per officer/inspector. The goal will be to reduce complaints by being proactive and thereby reducing issues overall. Staff will continue to collect statistics and analyze the performance of the program during this next fiscal year.

The success of any municipal program is dependent on the support received by the administration and Village Board members. It will be important to have a consistent standard of enforcement endorsed by the Village Board. Staff encourages open dialogue regarding the level of tolerance for property maintenance enforcement.

“...this ordinance is intended to benefit the public as a whole and not any specific person or class of persons. Although, through the implementation, administration and enforcement of this code, benefits and detriments will be enjoyed or suffered by specific individuals, such is merely the byproduct of the overall benefit to the whole community”.

(Taken from the 2012 International Zoning Code)

It will need to be understood by all that by utilizing a proactive approach, more violations will be recorded, more notices will be sent, and more complaints from people receiving the notices will be received by Staff.



Interoffice Memo

Date: April 9, 2019

To: Trustee Glotz, Chair
Community Development Committee
Dave Niemeyer, Village Manager

From: Paula J. Wallrich, AICP
Community Development Director

Subject: ProChamps Property Registration Program

BACKGROUND

As part of the Village's proactive code enforcement initiative staff has met with a representative from ProChamps to investigate the opportunity of using the company's resources as another tool in property maintenance compliance. As outline in the proactive code enforcement initiative, staff is seeking increased efficiencies so that our compliance officers can increase their time "on the street" and spend less time in the administrative aspects of the property maintenance program.

Currently, staff has limited resources available to track property ownership, especially since foreclosed properties can transfer ownership several times within a short amount of time. ProChamps offers current ownership information and can assist staff in getting better and more timely responses for maintenance issues.

ProChamps partners with over 400 municipalities nationwide. They offer a myriad of services that assist with property maintenance including foreclosure registration, vacant property registration and rental registration and licensing. At this time staff is recommending the Village enter into a contract with ProChamps for the foreclosure registration. Staff will continue to investigate the other tools for their effectiveness for our community.

DISCUSSION

The Village of Tinley Park has 320 active foreclosures. Notification of these foreclosures by the banks is sporadic at best. The ProChamp program offers an electronic Foreclosure Registration process whereby foreclosed properties are required to register on a semi-annual basis. The fee the Village will charge is negotiable, however ProChamps will retain \$100.00 for each registration. The standard for this program is a \$300.00 semi-annual fee, although a quick survey of Illinois

partners indicates registrations as high as \$400.00 and as low as \$100 (resulting in no revenue to municipality). Receipts also vary with most communities reporting an 80-85% collection rate. ProChamps handles all administrative responsibilities including the collection and remittance of the registration of fees. For this fee ProChamps will monitor publicly recorded foreclosure filings for property within our corporate boundaries. These fees are collected from all foreclosures—commercial and residential properties alike. The Village does have the discretion to require registration from only specific land uses.

If the Village elects to partner with ProChamps and adopt the recommended \$300 semi-annual fee, there is a potential to create a revenue stream ranging between \$102,000 – \$128,000 annually.

The Committee may wish to discuss the following and provide direction to staff in negotiating the final terms of the agreement:

1. Does the Village wish to collect registration fees from all landuses? Would the Village wish to collect commercial registration fees with the option of possibly rebating a portion of the fee as an economic incentive?
2. Does the Village want to charge a late fee (10% fee with ProChamps retaining 20% of the late fee).
3. The proposed term of the agreement is two years; does the Village wish to negotiate a shorter term?

REQUEST

Staff is seeking direction regarding entering a partnership with ProChamps to create a foreclosure property registration program with terms as discussed at the meeting. Staff is prepared to bring the agreement and ordinance to the April 16th Village Board meeting.

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

ORDINANCE
NO. _____

**AN ORDINANCE CREATING TITLE IX CHAPTER 106 OF THE
TINLEY PARK MUNICIPAL CODE ENTITLED "REGISTRATION OF
DEFAULTED MORTGAGE PROPERTY"**

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

MICHAEL J. PANNITTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
MICHAEL W. GLOTZ
WILLIAM P. BRADY
JOHN A. CURRAN
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 CREATING TITLE IX CHAPTER 106 OF THE
TINLEY PARK MUNICIPAL CODE ENTITLED "REGISTRATION OF
DEFAULTED MORTGAGE PROPERTY"**

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 protect the public health, safety, and welfare of its residents and maintain a high quality of life for its residents through the maintenance of structures and properties located within the Village; and

WHEREAS, the Village recognizes properties with defaulted mortgages and subject to foreclosure action or foreclosed upon ("Registerable Properties") located throughout the Village lead to a decline in community and property value; create nuisances; lead to a general decrease in neighborhood and community aesthetic; create conditions that invite criminal activity; and foster and unsafe and unhealthy environment; and

WHEREAS, the Village has previously adopted property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole; and

WHEREAS, the President and Board of Trustees of the Village recognize that it is in the best interest of the Village and its residents to create a method to regulate and discourage the proliferation of properties that are abandoned, neglected, or left unsupervised; and

WHEREAS, pursuant to 65 ILCS 5/11-60-2 of the Illinois Municipal Code, the Village is granted the authority to define, prevent, and abate certain nuisances within the Village; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park desire to create a web-based electronic database for searchable real property records, to be utilized by the Village to monitor Registerable Properties and require payment of certain attributable fees; 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 create a registration of defaulted mortgage property database 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 IX Chapter 106 entitled "Registration of Defaulted Mortgage Property," is hereby created and shall be added in numerical order as follows:

CHAPTER 106: REGISTRATION OF DEFAULTED MORTGAGE PROPERTY

106.01 Purpose and Intent

106.02 Definitions

106.03 Applicability and Jurisdiction

106.04 Establishment of Registry

106.05 Inspection and Registration

106.08 Maintenance Requirements

106.09 Security Requirements

106.10 Provisions Supplemental

106.11 Public Nuisance

106.12 Additional Security

106.13 Opposing, Obstructing Enforcement Officer, Penalty

106.14 Immunity of Enforcement Officer

106.15 Penalties

106.16 Amendments

106.17 Severability

106.18 Repealer

106.19 Codification

106.20 Effective Date

106.01 PURPOSE AND INTENT.

It is the purpose and intent of the Village of Tinley Park to establish a process to address the deterioration, crime, and decline in value of Village neighborhoods caused by property with defaulted mortgages located within the Village, and to identify, regulate, limit, and reduce the number of these properties located within the Village. It is the Village's further intent to establish a registration program as a mechanism to help protect neighborhoods from becoming blighted through the lack of adequate maintenance of properties that are in Default or Defaulted.

106.02 DEFINITIONS.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

“DEFAULT.” shall mean that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage.

“ENFORCEMENT OFFICER.” shall mean any law enforcement officer, building official, zoning inspector, code compliance officer, fire inspector, building inspector, or other person authorized by the Village to enforce the applicable code(s).

“FORECLOSURE OR FORECLOSURE ACTION.” shall mean the legal process by which a Mortgagee, or other lien holder, terminates or attempts to terminate a property Owner's equitable right of redemption to obtain legal and equitable title to the Real Property pledged as security for a debt or the Real Property subject to the lien. The legal process is not concluded until the property obtained by the Mortgagee, lien holder, or their designee, by certificate of title, or any other means, is sold to a non-related bona fide purchaser in an arm's length transaction to satisfy the debt or lien.

“MORTGAGEE.” shall mean the creditor, including but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the Real Property, excluding governmental entities.

“OWNER.” shall mean every person, entity, or Mortgagee, who alone or severally with others, has legal or equitable title to any Real Property as defined by this Chapter; has legal care, charge, or control of any such property; is in possession or control of any such property; and/or is vested with possession or control of any such property. The Property Manager shall not be considered the Owner.

“PROPERTY MANAGER.” shall mean any party designated by the Owner as responsible for inspecting, maintaining and securing the property as required in this Chapter.

“REAL PROPERTY.” shall mean any residential, commercial or industrially used land and/or buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the Village boundaries.

“REGISTRABLE PROPERTY.” shall mean:

- (a) Any Real Property located in the Village, whether vacant or occupied, that is encumbered by a mortgage in Default, is subject to an ongoing Foreclosure Action by the Mortgagee or Trustee, has been the subject of a Foreclosure Action by a Mortgagee or trustee and a judgement has been entered, or has been the subject of a Foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the Foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. The designation of a

“default/foreclosure” property as “registrable” shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm’s length transaction or the Foreclosure Action has been dismissed and any Default on the mortgage has been cured.

“REGISTRY.” shall mean a web-based electronic database of searchable real property records, used by the Village to allow Mortgagees the opportunity to register properties and pay applicable fees as required in this Chapter.

“SEMI-ANNUAL REGISTRATION.” shall mean six (6) months from the date of the first action that requires registration, as determined by the Village, or its designee, and every subsequent six (6) months the property is Registrable. The date of the initial registration may be different than the date of the first action that required registration.

“UTILITIES AND SERVICES.” shall mean any utility and/or service that is essential for a building to be habitable and/or perform a service necessary to comply with all Village codes. This includes, but is not limited to, electrical, gas, water, sewer, lawn maintenance, pool maintenance, and snow removal.

“VACANT.” shall mean any parcel of land in the Village that contains any building or structure that is not lawfully occupied.

106.03 APPLICABILITY AND JURISDICTION.

This Chapter applies to Defaulted property within the Village.

106.04 ESTABLISHMENT OF REGISTRY.

Pursuant to the provisions of this Chapter the Village, or its designee, shall establish a registry cataloging each Registrable Property within the Village, containing the information required by this Chapter. Such a registry shall be maintained and/or terminated upon the discretion of the Village.

106.05 INSPECTION AND REGISTRATION.

- (a) Any Mortgagee who holds a mortgage on Real Property located within the Village shall perform an inspection of the property upon it being in Default or Defaulted by the mortgagor or prior to the issuance of a notice of Default.
- (b) Property inspected pursuant to subsection (a) above that remains in Default or Defaulted, shall be inspected every thirty (30) days by the Mortgagee or Mortgagee’s designee. If an inspection shows a change in the property’s occupancy status the Mortgagee shall, within ten (10) days of that inspection, update the occupancy status of the property registration.
- (c) Within ten (10) days of the date any Mortgagee declares its mortgage to be in Default or Defaulted, the Mortgagee shall register the Real Property with the Village Registry, and, at the time of registration, indicate whether the property is Vacant, and if so shall designate in writing a Property Manager to inspect, maintain and secure the Real Property subject to

the mortgage in Default or Defaulted. A separate registration is required for each Registrable Property.

- (d) Initial registration pursuant to this section shall contain at a minimum the name of the Mortgagee, the mailing address of the Mortgagee, e-mail address, telephone number and name of the Property Manager and said person's address, e-mail address, and telephone number.
- (e) At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee of \$300 for each Registrable Property. Subsequent Semi-Annual Registrations of Defaulted properties and fees in the amount of \$300 are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Defaulted properties, and (3) for any related purposes as may be adopted in the policy set forth in this Chapter.
- (f) If the Defaulted mortgage and/or servicing on a property is sold or transferred, the new Mortgagee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new Mortgagee shall register the property or update the existing registration. The previous Mortgagee(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property.
- (g) If the Mortgagee sells or transfers the Registrable Property in a non-arm's length transaction to a related entity or person, the transferee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the transferee shall register the property or update the existing registration. Any and all previous unpaid fees, fines, and penalties, regardless of who the Mortgagee was at the time registration was required, including but not limited to unregistered periods during the Foreclosure process, are the responsibility of the transferee and are due and payable with the updated registration. The previous Mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property.
- (h) If the Defaulted Property is not registered, or the registration fee is not paid within thirty (30) days of when the registration or renewal is required pursuant to this section, a late fee equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be charged for every thirty-day period (30), or portion thereof, the property is not registered and shall be due and payable with the registration.
- (i) This section shall also apply to properties that have been the subject of a foreclosure sale where title is transferred to the Mortgagee as well as any properties transferred to the Mortgagee under a deed in lieu of foreclosure or by any other legal means.
- (j) Properties subject to this section shall remain subject to the Semi-Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the property remains Registrable.

- (k) Failure of the Mortgagee and/or property Owner of record to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the Village.
- (l) If any property is in violation of this Chapter, the Village may take the necessary action to ensure compliance with and/or place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.

106.08 MAINTENANCE REQUIREMENTS.

- (a) Properties subject to this chapter shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspaper circulars, flyers, notices, except those required by federal, state or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material, or any other items that give the appearance that the property is abandoned.
- (b) Registrable Property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.
- (c) Front, side, and rear yards, including landscaping, of Registrable Property shall be maintained in accordance with the applicable code(s) at the time registration is required.
- (d) Registrable yard maintenance shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod. Acceptable maintenance of yards and/or landscape shall not include weeds, gravel, broken concrete, asphalt or similar material.
- (e) Maintenance shall include, but not be limited to, watering, irrigation, cutting and mowing of required ground cover or landscape and removal of all trimmings.
- (f) Pools and spas of shall be maintained so the water remains free and clear of pollutants and debris and shall comply with the regulations set forth in the applicable code(s).
- (g) Failure of the Mortgagee, Owner, and transferees to properly maintain the property as required by this Chapter may result in a violation of the applicable code(s) and issuance of a citation or notice of violation in accordance with the applicable code of the Village. Pursuant to a finding and determination by the Village, Sheriff, Magistrate, or a court of competent jurisdiction, the Village may take the necessary action to ensure compliance with this section.
- (h) In addition to the above, the property is required to be maintained in accordance with the applicable code(s) of the Village.

106.09 SECURITY REQUIREMENTS.

- (a) Properties subject to this Chapter shall be maintained in a secure manner so as not to be accessible to unauthorized persons.
- (b) A “secure manner” shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property or structure. Broken windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property or structure must be repaired. Broken windows shall be secured by re-glazing of the window.
- (c) Failure of the Mortgagee to properly inspect and secure a property subject to this Chapter, shall be subject to enforcement by any of the enforcement means available to the Village. The Village may take the necessary action to ensure compliance with this section, and recover costs and expenses in support thereof.

106.10 PROVISIONS SUPPLEMENTAL.

The provisions of this Chapter are cumulative with and in addition to other available remedies. Nothing contained in this Chapter shall prohibit the Village from collecting on fees, fines, and penalties in any lawful manner; or enforcing its codes by any other means, including, but not limited to, injunction, abatement, or as otherwise provided by law or ordinance.

106.11 PUBLIC NUISANCE.

All Registrable Property is at risk of being a public nuisance and if vacant or blighted can constitute a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare, and safety of the residents of the Village.

106.12 ADDITIONAL SECURITY.

- (a) If the Enforcement Officer has reason to believe that a property subject to the provisions of this Chapter is posing a serious threat to the public health, safety, and welfare, the code Enforcement Officer may temporarily secure the property at the expense of the Mortgagee or Owner, and may bring the violations before the code enforcement Hearing Officer and/or the Village Board of Trustees or special magistrate as soon as possible to address the conditions of the property. Nothing herein shall limit the Village from abating any nuisance or unsafe condition by any other legal means available to it.
- (b) The Sheriff, Hearing Officer, Village Board of Trustees, or special magistrate shall have the authority to require the Mortgagee or Owner affected by this section, to implement additional maintenance and/or security measures including, but not limited to, securing any and all doors, windows or other openings, employment of an on-site security guard or other measures as may be reasonably required to help prevent further decline of the property.
- (c) If there is a finding that the condition of the property is posing a serious threat to the public health, safety, and welfare, then the Sheriff, Hearing Officer, Village Board of Trustees, or

special magistrate may direct the Village to abate the violations and charge the Mortgagee or Owner with the cost of the abatement.

- (d) If the Mortgagee or Owner does not reimburse the Village for the cost of temporarily securing the property, or of any abatement directed by the Sheriff, code enforcement officer, Hearing Officer, Village Board of Trustees, or special magistrate, within thirty (30) days of the Village sending the Mortgagee or Owner the invoice then the Village may lien the property with such cost, along with an administrative fee as determined in the Village's fee ordinance to recover the administrative personnel services. In addition to filing a lien the Village may pursue financial penalties against the Mortgagee or Owner.
- (e) The Village may contract with an entity to implement this Chapter, and, if so, any reference to the Enforcement Officer herein shall include the entity the Village contract with for that purpose.

106.13 OPPOSING, OBSTRUCTING ENFORCEMENT OFFICER, PENALTY.

Whoever opposes obstructs or resists any Enforcement Officer or any person authorized by the enforcement office in the discharge of duties as provided in this chapter shall be punishable as provided in the applicable code(s) or a court of competent jurisdiction.

106.14 IMMUNITY OF ENFORCEMENT OFFICER.

Any Enforcement Officer or any person authorized by the Village to enforce the sections here within shall be immune from prosecution, civil or criminal, for reasonable, good faith entry upon Real Property while in the discharge of duties imposed by this Chapter.

106.15 PENALTIES.

Unless otherwise provided for in this Chapter, a violation of this Chapter is declared unlawful.

106.16 AMENDMENTS.

Registration fees and penalties outlined in this Article may be modified by resolution, administrative order, or an amendment to this Article, passed and adopted by the Village Board of Trustees.

106.17 SEVERABILITY.

It is hereby declared to be the intention of the Village that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

106.18 REPEALER.

All ordinances or parts of ordinances in conflict herewith, are hereby repealed and replaced.

106.19 CODIFICATION.

It is the intention of the Village Board of Trustees, that the provisions of this Ordinance shall become and be made a part of the Village Code of Ordinances; and that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section", "chapter", or such other appropriate word or phrase in order to accomplish such intentions.

106.20 EFFECTIVE DATE.

This ordinance shall become effective immediately upon adoption.

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 16th day of April, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 16th day of April, 2019.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. ____, “AN ORDINANCE CREATING TITLE IX CHAPTER 106 OF THE TINLEY PARK MUNICIPAL CODE ENTITLED “REGISTRATION OF DEFAULTED MORTGAGE PROPERTY”,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 16, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of April, 2019.

KRISTIN A. THIRION, VILLAGE CLERK



Interoffice Memo

Date: April 16, 2019

To: Dave Niemeyer, Village Manager

From: Paula J. Wallrich, AICP
Community Development Director

Subject: ProChamp Contract

BACKGROUND

As part of the adoption of the Defaulted Property Registration Program staff met with a representative from ProChamps – a company that provides administrative services for this type of program. ProChamps currently partners with over 400 municipalities nationwide. They offer a myriad of services that assist with property maintenance including foreclosure registration, vacant property registration and rental registration and licensing. At this time staff is recommending the Village enter into a contract with ProChamps for the defaulted property (foreclosure) registration program.

DISCUSSION

The Village of Tinley Park has approximately 320 active foreclosures. Notification of these foreclosures by the banks is sporadic at best. ProChamp provides administrative assistance for the Defaulted Property Registration Program with a web-based administrative program that provides immediate access to ownership information. The contract provides for the collection of the semi-annual registration fees and remittance to the Village. ProChamps will retain \$100.00 for each registration; \$200 will be remitted to the Village on a semi-annual basis. A survey of some of the participating communities indicates a range of 80-85% collection rate; this translate to an estimated revenue for the Village of between \$102,000 – \$128,000 annually. The term of the contract is two (2) years; the contract has been reviewed by the Village engineer.

The contract was discussed at the April 9, 2019 Community Development Committee and it was unanimously recommended for approval to the Village Board.

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

RESOLUTION
NO. 2019-R-033

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN
PROPERTY REGISTRATION CHAMPIONS, LLC AND THE VILLAGE
OF TINLEY PARK PERTAINING TO FORECLOSURE REGISTRATION**

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

MICHAEL J. PANNITTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ
JOHN A. CURRAN
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

RESOLUTION NO. 2019-R-033

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN
PROPERTY REGISTRATION CHAMPIONS, LLC AND THE VILLAGE
OF TINLEY PARK PERTAINING TO FORECLOSURE REGISTRATION**

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 Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, believe that it is in the best interest of said Village of Tinley Park to approve and adopt the Foreclosed Property Registration Agreement between the Village and Property Registration Champs, LLC ("the Agreement) in substantially the same form as the Agreement attached hereto as Exhibit 1; and

NOW, THEREFORE, BE IT RESOLVED 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: The President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village and its residents that the aforesaid Agreement be entered into with Property Registration Champs LLC, and that the Village President and or Village Manager is hereby authorized to execute said Amendment on behalf of the Village, with said Amendment to be substantially in the form attached hereto and made a part hereof as Exhibit 1, subject to review and revision as to form by the Village Attorney.

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

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

PASSED THIS 16th day of April, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 16th day of April, 2019.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-033, "A RESOLUTION APPROVING AN AGREEMENT BETWEEN PROPERTY REGISTRATION CHAMPIONS, LLC AND THE VILLAGE OF TINLEY PARK PERTAINING TO FORECLOSURE REGISTRATION," which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 16, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of April, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

**AGREEMENT BETWEEN
THE VILLAGE OF TINLEY PARK, IL
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

This Agreement is made as of this ___ day of _____, 2019 (“Effective Date”) by and between Property Registration Champions, LLC, dba PROCHAMPS, a Florida limited liability company, with offices at 2725 Center Place, Melbourne, FL 32940 (“PRC”), and the Village of Tinley Park, an Illinois municipal corporation, with an address at 16250 South Oak Park Ave., Tinley Park, IL 60477 (“COMMUNITY”).

WITNESSETH:

WHEREAS, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of Property Registration Ordinance _____, (the “Ordinance”) the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the COMMUNITY; and

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties; the COMMUNITY adopted the Ordinance; and

WHEREAS, pursuant to the Ordinance the COMMUNITY desires to enter into this Agreement with PRC in order to provide services authorized pursuant to the Ordinance, to register foreclosed properties (the “Properties”), so that the COMMUNITY can properly address violations of the COMMUNITY’s property maintenance codes; and

WHEREAS, PRC will also provide an electronic registration process that is cost-free and revenue neutral for the COMMUNITY; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. PRC RESPONSIBILITIES.

- a. PRC will cite the COMMUNITY’s Ordinance to mortgagees and/or owners and proactively contact those who file a public notice of default, lis pendens, or any foreclosure action, take title to real property via foreclosure or other legal means, in accordance with the Ordinance Requirements as outlined in Exhibit “A”. PRC will electronically provide for registration of Properties in violation of Ordinance.
- b. PRC will pay for all expenses, administrative costs and fees related to registration of Properties, except as provided in 1(c). PRC will monitor publicly recorded foreclosure filings for properties located within the jurisdictional area of the COMMUNITY, as well as utility data and any other data available to PRC. PRC will review and confirm the obligation to register properties pursuant to the Ordinance. PRC will monitor any changes to the obligation to register.

**AGREEMENT BETWEEN
THE VILLAGE OF TINLEY PARK, IL
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

- c. PRC will charge a fee ("Fee") as directed by the COMMUNITY to each registering party ("Registrant") to register all mortgagees and/or owners who comply with the Ordinance. PRC shall retain one hundred dollars (\$100) of each collected Fee and remit the balance to the COMMUNITY. PRC shall forward payment of the COMMUNITY's portion of the Fee to the COMMUNITY's finance department no later than the fifteenth (15th) day of the following month. Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work required under the terms and provisions of this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions. If said charges or subscription fees are for the entire county, the fee shall be divided equally between all the communities partnered with PRC within the county at that time. If there is a change in the number of communities partnered with PRC in the county, during the contract period, the county public record access fee will be adjusted accordingly to maintain an even cost sharing by all communities within the county.
- d. In the event the COMMUNITY's Ordinance requires payment of late fees as part of the registration requirements, PRC shall collect all applicable late fees, retaining twenty percent (20%) of the fee, and remit the balance to the COMMUNITY pursuant to the monthly remittance schedule. All fees related shall be taken out of the COMMUNITY's remittance provided in 1(c).
- e. PRC agrees to provide a website for the registration of the Properties in order to enable compliance with the COMMUNITY's ordinances. The website will direct Registrants to a hyperlink, www.PROCHAMPS.com. The website found at www.PROCHAMPS.com will automatically allow lenders and/or responsible parties to comply with the COMMUNITY's property registration codes.
- f. PRC responsibilities will commence on the Effective Date of this agreement.

2. INDEMNIFICATION.

- a. **INDEMNIFICATION BY PRC.** PRC shall defend, indemnify, and hold harmless the COMMUNITY and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a breach of this Agreement by PRC and/or PRC's performance hereunder.
- b. **INDEMNIFICATION BY COMMUNITY.** COMMUNITY shall defend, indemnify, and hold harmless PRC and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a failure by COMMUNITY to timely respond to a public records request.

**AGREEMENT BETWEEN
THE VILLAGE OF TINLEY PARK, IL
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

3. **TERM and TERMINATION.** This Agreement shall terminate two (2) years from the Effective Date. This Agreement will automatically renew at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.
 - a. **TERMINATION FOR DEFAULT.** In the event that either party (the “Defaulting Party”) shall breach or fail to comply with any provision of this Agreement and such breach or failure shall continue for a period of thirty (30) days after the giving of written notice to the Defaulting Party, such other party may terminate this Agreement immediately providing written notice of such termination to the Defaulting Party.
 - b. **TERMINATION FOR INSOLVENCY.** This Agreement may be terminated by the COMMUNITY in the event of the insolvency of PRC or the commencement by or against the PRC of any case or proceeding under any bankruptcy, reorganization, insolvency or moratorium law or any other law or laws for the relief of debtors or the appointment of any receiver, trustee or assignee to take possession of the properties of the PRC, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within thirty (30) days from the date of said commencement or appointment or the liquidation or dissolution of the PRC.
4. **CONTRACT DOCUMENTS.** The following list of documents which are attached hereto as exhibits to this Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference:
 - a. COMMUNITY Ordinance No. _____, entitled “ **AN ORDINANCE CREATING TITLE 1X CHAPTER 106 OF THE TINLEY PARK MUNICIPAL CODE ENTITLED “ REGISTRATION OF DEFAULTED MORTGAGE PROPERTY.”**”, dated: _____.
5. **INSURANCE.** PRC shall maintain Errors and Omissions Insurance limits of liability provided by such policy shall be no less than one million dollars (\$1,000,000.00) to ensure COMMUNITY the indemnification specified herein.
6. **OWNERSHIP AND USE OF DOCUMENTS.** All information collected by PRC from registering parties in connection with the registration of a property pursuant to this Agreement shall be the property of the COMMUNITY, and shall be provided to COMMUNITY upon request. PRC shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with PRC’s endeavors.
7. **AUDIT, INSPECTION RIGHTS, AND RETENTION OF RECORDS.** PRC shall maintain records pertaining to this agreement for a period of three years (3) from final payment. Such records shall be subject to audit by the COMMUNITY on reasonable advanced, written notice. The audit shall be conducted at the premises of the

**AGREEMENT BETWEEN
THE VILLAGE OF TINLEY PARK, IL
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

COMMUNITY on business days only and during normal working hours. PRC shall comply with all Florida Public Records Act (Chapter 119, Florida Statutes) requirements.

8. **INDEPENDENT CONTRACTOR.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer-employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or create any obligation or responsibility on behalf of the other party except as provided by written instrument signed by both parties.
9. **NOTICES.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, PRC and the COMMUNITY designate the following as the respective places for giving of notice:

COMMUNITY: _____

 Attention: _____

PRC: David Mulberry, President/CIO
 2725 Center Place
 Melbourne, FL 32940
 Telephone No. (321) 421-6639
 Facsimile No. (321) 396-7776

10. AMENDMENTS.

- a. **AMENDMENTS TO AGREEMENT.** It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- b. **AMENDMENT OF FEES.** In the event there are amendments to the Fees, PRC will apply the fee that was in place for the registration period in question.

11. **COMMUNITY DATA.** COMMUNITY acknowledges prior to this Agreement registering Properties governed by the original ordinance. On a date, agreed upon by PRC, prior to the Effective Date of this Agreement, the COMMUNITY will provide PRC a digital file, in

**AGREEMENT BETWEEN
THE VILLAGE OF TINLEY PARK, IL
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

format agreeable to PRC, containing all of the information of all Properties registered by the COMMUNITY. All registrations and fees received by the COMMUNITY during the period from the data delivery date to the Effective Date will be submitted to PRC and considered registrations by PRC under the terms of this Agreement. If the COMMUNITY is unable to provide the agreed upon digital file then the COMMUNITY will provide PRC all property registration information, including but not limited to registration forms, to PRC for manual entry into the PRC database. If manual entry of this information is required of PRC the COMMUNITY agrees to compensate PRC five dollars (\$5.00) per property.

12. **ORDINANCE VIOLATION DATA.** COMMUNITY shall provide PRC with all Ordinance violation data.
13. **PUBLICITY.** PRC may include COMMUNITY's name and general case study information within PRC's marketing materials and website.
14. **COMMUNITY LOGO.** COMMUNITY shall provide the COMMUNITY's logo to PRC for the purposes as set forth in 1(a).
15. **FORCE MAJEURE.** Neither party to this Agreement shall be responsible for any delays or failure to perform any provision of this Agreement (other than payment obligations) due to acts of God, strikes or other disturbances, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, or other causes beyond the control of such party.
16. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE.
17. **BINDING AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
18. **LAWS AND ORDINANCES.** PRC shall observe all laws and ordinances of the COMMUNITY, county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.
19. **EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this Agreement, PRC shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

**AGREEMENT BETWEEN
THE VILLAGE OF TINLEY PARK, IL
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

20. **WAIVER.** Any failure by COMMUNITY to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and COMMUNITY may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
21. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
22. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Illinois with venue lying in Cook County, Illinois.
23. **ATTORNEY'S FEES AND COSTS.** In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, paralegal expenses, and costs, including fees and costs incurred at all pretrial, trial and appellate levels.
24. **CONTINGENCY.** This Agreement is contingent upon the Ordinance being passed by the COMMUNITY within forty-five (45) days of the Agreement date. If the Ordinance is not passed by that date or PRC does not consent to the Ordinance provisions then PRC can declare this Agreement null and void without any further demands by the COMMUNITY.
25. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the COMMUNITY and the PRC and supersedes all prior negotiations, representations or agreements, either written or oral.

[Remainder of this page intentionally left blank.]

**AGREEMENT BETWEEN
THE VILLAGE OF TINLEY PARK, IL
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

VILLAGE OF TINLEY PARK, IL

Date: _____

Name, Title

PROPERTY REGISTRATION CHAMPIONS, LLC

David Mulberry, President/CIO

Date: _____

Property Registration Champions, LLC
2725 Center Place
Melbourne, FL 32940

**AGREEMENT BETWEEN
THE VILLAGE OF TINLEY PARK, IL
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

Exhibit "A"

Ordinance Requirements

Ordinance No. _____ :

Foreclosure:

Registration Fee	\$300
Late Fee	recurring 10% of Registration Fee every 30 days
Registration Triggers	- Post-Filing (NOD ⁱ /LP ⁱⁱ),
Renewal	Options: 6
Org Exemptions	VA, HUD, USDA per PRC policy + any additional
Property Exemptions	
Effective Date for Registrations	May 1, 2017

ⁱ NOD – Notice of Default

ⁱⁱ LP – Lis Pendens

PRC: _____ **COMMUNITY:** _____



Interoffice Memo

Date: April 12, 2019
To: Village Board
From: Pat Carr, Asst. Village Manager
CC: Dave Niemeyer, Village Manager
Subject: Village Waste and Recycling RFP

The current refuse contract expires on September 30, 2019. The Village and the current contractor (Nuway Disposal) entered into an agreement on September 28, 1993 and exercised its current extension on September 30, 2011. The current agreement provides for the weekly collection of municipal waste and landscape waste along with the bi-weekly collection of recyclables.

Discussion: Using the existing contract and previous RFP's as a template for minimum requirements, the Village will solicit and review proposals for service.

Key Service Model Components:

1. Contract length of 4 years with 2, 4 year extensions (Extensions must be approved by the board).
2. Optional Electronic recycling services.
3. Optional Hazardous Household Materials
4. Christmas Tree recycling
5. Optional Condo and Townhome Association inclusion
6. Senior Citizen/Disabled Veteran Discounts
7. CNG Vehicles to cut down on emissions

Recommendation: Approve draft RFP for release on April 23, 2019. This was approved by the Public Works Committee on April 9, 2019.



Interoffice Memo

Date: April 16, 2019

To: Mayor Vandenberg and Village Board

Cc: Dave Niemeyer Village Manager
Paula Wallrich, Community Development Director

From: Patrick Hoban, Economic Development Manager

Subject: Chicago Southland Interstate Alliance Intergovernmental Agreement

Background:

The Mayors of Mokena, Orland Park, and Tinley Park formed the Chicago Southland Interstate Alliance (CSIA) to spur development along the I-80 corridor. CSIA is a public-private partnership between the Village of Mokena, Orland Park, Tinley Park the Chicago Southland Chamber of Commerce, American Technical Publishers, Ozinga, Panduit and Will County CED.

CSIA's goal is to market regionally and sell locally. CSIA plans to market the corridor's workforce, quality of life and vacant land to attract tech and office focused development. CSIA will create a website and share marketing materials at tradeshow. To fund the development and promotion of the marketing materials, CSIA recommends each Village contribute \$10,000 for a total of \$30,000 to start the partnership.

The CSIA funds are to be governed by CSIA's Executive Board comprised of the Mayors of Mokena, Orland Park, and Tinley Park. The Mayors shall appoint a President, Vice-President, and Treasurer of the Executive Board, and each shall serve without compensation. The Mayors shall alternate roles every two years. CSIA plans to approach additional partners along the I-80 corridor for contributions to expand the marketing campaign.

Request:

Pledge \$10,000 and enter into an intergovernmental agreement with the Villages of Mokena and Orland Park with the intent to fund shared marketing to promote available real estate along the I-80 corridor.

Strategic Plan Checklist:

1. Long-Term Complex, Tier 1 and Economic Development Strategy 8: As part of our economic development strategies, work to attract businesses with good paying jobs by the Panduit headquarters property and other locations.

Benefits:

The project will be an enhancement to the Village by inducing development along the I-80 corridor.

Staff Recommendation:

A motion to approve a contribution of \$10,000 and to enter to into an intergovernmental agreement with the Villages of Mokena and Orland Park to market the I-80 corridor.



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

RESOLUTION
NO. 2019-R-031

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGES OF MOKENA AND ORLAND PARK WITH THE INTENT TO FUND SHARED MARKETING TO PROMOTE AVAILABLE REAL ESTATE ALONG THE I-80 CORRIDOR (CHICAGO SOUTHLAND INTERSTATE ALLIANCE(CSIA))

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

MICHAEL J. PANNITTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ
JOHN A. CURRAN
Board of Trustees

RESOLUTION NO. 2019-R-031**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGES OF MOKENA AND ORLAND PARK WITH THE INTENT TO FUND SHARED MARKETING TO PROMOTE AVAILABLE REAL ESTATE ALONG THE I-80 CORRIDOR (CHICAGO SOUTHLAND INTERSTATE ALLIANCE(CSIA))**

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Intergovernmental Agreement with the **CHICAGO SOUTHLAND INTERSTATE ALLIANCE(CSIA)**, a true and correct copy of such Intergovernmental Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Intergovernmental Agreement be entered into by the Village of Tinley Park, and but for the provision of the inducements therein the property would not be developed as provided therein;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Intergovernmental Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Intergovernmental Agreement.

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

ADOPTED this 16TH day of April, 2019, by the Corporate Authorities of the Village of Tinley Park
on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 16th day of April, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

CHICAGO SOUTHLAND INTERSTATE ALLIANCE(CSIA)

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-031, “**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGES OF MOKENA AND ORLAND PARK WITH THE INTENT TO FUND SHARED MARKETING TO PROMOTE AVAILABLE REAL ESTATE ALONG THE I-80 CORRIDOR (CHICAGO SOUTHLAND INTERSTATE ALLIANCE(CSIA))**,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 16, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of April, 2019.

 KRISTIN A. THIRION, VILLAGE CLERK

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK, THE VILLAGE OF ORLAND PARK AND THE VILLAGE OF MOKENA
RELATING TO THE CHICAGO SOUTHLAND INTERSTATE ALLIANCE**

This Agreement (“Agreement”) is entered into by and between the Village of Tinley Park (“Tinley Park”) the Village of Orland Park, (“Orland Park”) and the Village of Mokena (“Mokena”) and provides as follows:

WHEREAS, Tinley Park, Orland Park and Mokena (“Parties”) are municipalities duly organized under the law of the State of Illinois; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 through 220/9 provide authority for intergovernmental cooperation; and

WHEREAS, Tinley Park, Orland Park and Mokena are members of the Chicago Southland Interstate Alliance (hereinafter “CSIA”); and

WHEREAS, Tinley Park, Orland Park and Mokena all deem it in their best interest to enter into an intergovernmental agreement wherein this partnership helps better market and attract the available real estate along the I-80 corridor;

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises and covenants contained herein, Tinley Park, Orland Park and Mokena agree as follows:

1. **Financial Investment:** Tinley Park, Orland Park and Mokena shall contribute ten thousand dollars (\$10,000.00) each (“Funds”), by June 1, 2019 to help promote the Parties and better market and attract businesses to the available real estate along the I-80 corridor. When the total Funds drop below ten thousand dollars (\$10,000.00), Tinley Park, Orland Park and Mokena will each contribute an additional ten thousand dollars (\$10,000.00).
2. **Executive Board:** An Executive Board is hereby established for the purpose of assisting the Parties to create marketing materials, a website, facilitating requests for assistance, gathering

and analyzing data to help attract development along the I-80 corridor, allocation of funding from the Parties, and performing all other duties set out by this Agreement. The Executive Board shall be comprised of the Mayors of Tinley Park, Orland Park and Mokena. The Mayors shall appoint a President, Vice-President and Treasurer of the Executive Board, and each shall serve without compensation. The Mayors shall alternate roles every two (2) years, whereas the President shall become the Treasurer, the Treasurer shall become the Vice President, and the Vice President shall become the President. The Executive Board may adopt bylaws, as well as policies and procedures regarding any matters deemed necessary by the Parties. Unless otherwise unanimously agreed upon, all votes taken by the Executive Board shall be determined by a majority vote. The Executive Board shall meet as needed, but must meet at least once per quarter, totaling at least four (4) times per calendar year. The Executive Board may invite other entities that are members of the CSIA to each meeting as they see fit.

3. Allocation of Funds: All Funds shall be maintained in an Account with a financial institution selected by the Executive Board by a majority vote. The Treasurer shall be the only person that make withdrawals of the Funds. The Parties may request an accounting of said Account at any time.

4. Budget Process: Prior to any spending of the Funds, the Treasurer shall create a budget on behalf of the Parties. Funds shall be spent on shared marketing materials and for endeavors that promote continued economic growth for the Parties. No Funds shall be withdrawn, allocated, and spent, without agreement of the Executive Board by majority vote. The Treasurer shall perform an annual accounting of the Account and shall provide a summary to the Parties. At the end of each calendar year the Parties shall be entitled to perform an audit on the Account. The Treasurer

shall create a new budget by January 15th of every year during the Term of this Agreement and shall provide said budget to the Parties.

5. Intent: It is the Parties' intent to fund shared marketing materials for trade shows and a website for the CSIA in order to promote available real estate along the I-80 corridor to attract development.

6. Term: This Agreement shall be in full force and effect for a term of one (1) year from the date hereof and shall be automatically renewed thereafter for additional one (1) year terms unless terminated in accordance with Section 7 below. During the thirty (30) day period preceding the anniversary date, hereof, the parties shall meet to discuss appropriate changes, if any, regarding contributing additional Funds and changes to the marketing materials and website.

7. Termination: The Parties agree that this Agreement may be terminated by any party hereto, upon thirty (30) days written notice to the other Parties. This Agreement may be terminated for cause by any party hereto, by providing thirty (30) days written notice for breaching the terms and conditions provided herein to the breaching party. This Agreement will not be terminated if the breaching party cures the breach prior to conclusion of the notice period. For purposes of this Agreement, cause shall be defined as any material breach of this Agreement by any Party. If a Party is terminated from this Agreement for cause, said Party will forfeit any Funds already contributed, in accordance with Paragraph 1 of this Agreement. If a Party voluntarily withdraws from this Agreement, said Party will forfeit any Funds already contributed, in accordance with Paragraph 1 of this Agreement. If a Party withdraws from the Agreement due to another Party's breach, said Party shall not forfeit its already contributed Funds. If the Parties mutually agree to terminate this Agreement, the Funds shall be redistributed to each Party equally, in accordance with the amount of Funds remaining in the Account at the time of termination. Should a Party to

this Agreement withdraw, the remaining two Parties shall continue to operate under the terms of this Agreement and shall make any appropriate amendments to it as deemed necessary by the two remaining Parties.

8. **Indemnification:** The Parties shall indemnify, defend and hold harmless each other from and against all liability, claim, action, damage of loss and costs, including reasonable costs and attorneys' fees, arising out of or resulting from the acts of any of the Parties and their officers, employees and agents in the performance of this Agreement.

9. **Adherence to Law:** The Parties shall comply with all federal, state and local laws and ordinances applicable to this Agreement.

10. **Notice:** All notices given pursuant to any provision of this Agreement shall be in writing and served by personal service or by certified mail, return receipt requested, on the parties at the following addresses:

If to Tinley Park:

Patrick Hoban
Economic Development Manager
16250 S. Oak Park Ave.
Tinley Park, IL 60477

If to Orland Park:

Joseph S. LaMargo
Village Manager
14700 Ravinia Ave.
Orland Park, IL 60462

If to Mokena:

John Tomazoski
Village Administrator
11004 Carpenter St.
Mokena, IL 60448

For purposes of determining the date on which notice is given, notice by certified mail shall be deemed given on the date it is mailed.

11. Severability: If any one or more of the provisions of this Agreement, or subsequent application thereof are declared unconstitutional or contrary to law by a court of competent jurisdiction, such ruling shall not affect any other provision of this Agreement not specifically included in such ruling or which can be given effect without the unconstitutional or invalid provision or application; and to this end, the provisions of this Agreement are declared severable.

12. Prior Agreements: This Agreement shall supersede any prior agreements between the parties relative to the subject matter hereof, with any such prior agreements being hereby repealed.

13. Counterparts: This Agreement shall be executed simultaneously in three (3) counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same Agreement.

Dated this ____ day of _____, 2019.

VILLAGE OF TINLEY PARK

By: _____
Village President

Attest: _____
Village Clerk

VILLAGE OF ORLAND PARK

By: _____
Village President

Attest: _____
Village Clerk

VILLAGE OF MOKENA

By: _____
Village President

Attest: _____
Village Clerk



Interoffice Memo

Date: April 16, 2019

To: Mayor Vandenberg and Village Board

Cc: David Niemeyer, Village Manager
Paula Wallrich, Community Development Director

From: Patrick Hoban, Economic Development Manager

Subject: Bonding Transfer

Background:

Tinley Park is a home rule community and receives a direct bonding allocation from the State of Illinois equal to the Village's population times \$105. The 2019 State of Illinois Allocation guidelines identify Tinley Park's population at 56,668, so our 2019 Volume Cap Allocation is \$5,950,140. The Village is required to obligate this allocation by May 1st of each calendar year or it automatically goes back to the State of Illinois for reallocation to other entities in June of each calendar year.

Last year the Village transferred the allocation to the Will Kankakee Regional Development Authority (WKRDA). WKRDA has requested we consider transferring the Village's 2019 allocation again this year (request letter attached). Staff is requesting direction in reallocating the Village's Volume Cap to the Will Kankakee Regional Development Authority.

Bond Process:

WKRDA acts as a "conduit" or "middle-man." The bonds issued by WKRDA will be paid off by revenues available from the borrower. Bond buyers include insurance companies, banks, mutual funds or brokerage houses on behalf of individuals. Buyers of the bonds provide funds that are transferred to the borrower to pay for the project. The borrower then pays the money back directly to those who bought the bonds from WKRDA on an annual basis until the debt created by the project is eliminated.

WKRDA Background:

WKRDA was created by action of the Illinois General Assembly and is a general development agency for the counties of Will and Kankakee. It is one of ten regional development authorities within the State of Illinois. The other Regional Bond Authorities are located in the Quad Cities (QCRED), the Upper Illinois River Valley (UIRVDA), Southeastern Illinois (SIEDA), Eastern Illinois (EIEDA), Central Illinois (CIEDA), Western Illinois (WIEDA), Southwestern Illinois (SWIDA), Peoria Region (TCRDVA) and Southern Illinois (SIDA).

The Authority's powers enable it to issue taxable or tax-exempt revenue bonds on behalf of a company for the purpose of developing, constructing, acquiring or improving properties or facilities locating in or expanding within the territory of the Authority. These revenue bonds can be privately placed or publicly sold as rated bonds by a bond rating agency.

Bond proceeds can be used to purchase lands, buildings and equipment or to construct new or renovate existing facilities. Interest on bonds is DOUBLE-TAX EXEMPT from state and federal income tax. The maturity of the bonds is flexible and can range from ten to thirty years; interest rates may be fixed or variable and again depend upon current market rates discounted to reflect tax-exempt status. In issuing revenue bonds for the borrower, The Authority acts as a "conduit" or "middle-man." It advertises that it has bonds for sale which will be paid off by revenues available from the borrower. The Authority then receives an offer to purchase these bonds from insurance companies, banks, mutual funds or even from brokerage houses on behalf of individuals.

It accepts an offer based upon financial considerations and "transfers or loans" the money made available from the purchase to the borrower for the project. The borrower then pays the money back directly to those who bought the bonds from the Authority on an annual basis until the debt created by the project is eliminated. IRS regulations and federal law has indicated that certain goals are so important for the future welfare of this country and its citizens that they should be assisted with tax exempt financing. Such financing reduces the cost of the project by lowering the interest rate on the money borrowed or loaned thereby encouraging that the project be undertaken.

Project Example:

In December of 1999, WKRDA issued a bond in the amount of \$2,900,000 for Tinley Park's Atlas Putty Products Co. The company constructed a new 45,000 sq ft facility to manufacture putty, spackling and other paint supplies on a 9.6 acre site at in Tinley Park located along the north side of Interstate 80 between 80th and 84th avenues. The property has approx. 24,000 sq ft in the flood zone of which 12,000 sq ft is wetlands. The company purchased a new bulk handling system for their calcium carbonate which will automatically convey powder to their mixers for processing. The total project was \$2.9 million and retained and created 45 jobs.

Staff Recommendation:

A motion to approve the reallocation of the Village's Volume Cap to the Will Kankakee Regional Development Authority.





WILL KANKAKEE REGIONAL DEVELOPMENT AUTHORITY

116 North Chicago Street - Suite 101 • Joliet • Illinois 60432 • Tel: 866-325-7525 • Web: www.wkrda.com

March 5, 2019

The Honorable Jacob Vanderberg, Mayor
Village of Tinley Park
16250 S. Oak Park Ave.
Tinley Park, IL 60477-1628

Dear Mayor Vanderberg:

The Will Kankakee Regional Development Authority (WKRDA - Other) respectfully requests consideration for the transfer of your 2019 Home Rule Volume Cap to WKRDA - Other for economic development and housing projects. We have mutually benefited from working with other communities that have allowed WKRDA to successfully issue over \$87,415,000 in bonds that have created over 823 jobs.

WKRDA has developed relationships with home rule communities and other regional development authorities in working together to accommodate the Volume Cap needs of their projects. Some years, we have more projects than Volume Cap and other years we have more Volume Cap than projects. At the end of the calendar year, Volume Cap can be carried forward for three years, but once carried forward, it can no longer be transferred. We have developed a mutually beneficial relationship between communities, counties and other regional development authorities to graciously share this valuable resource for the benefit of the region. We feel it is fair to help a neighbor that has helped us in the past. The rising tide raises all of the boats.

As you may be aware, home rule communities receive a direct allocation in 2019 equal to their population times \$105. The 2019 State of Illinois Allocation guidelines identify Tinley Park's population at 56,668, so your 2019 Volume Cap Allocation is \$5,950,140. You are required to obligate this allocation by May 1st of each calendar year or it automatically goes back to the State of Illinois for reallocation to other entities in June of each calendar year. If the Village of Tinley Park would consider passing an ordinance transferring their 2019 allocation to WKRDA - Other prior to May 1st, then WKRDA - Other would be able to keep this cap until December 31st. This action would allow the Village to maintain control of their Volume Cap past May 1st.

WKRDA - Other is interested in serving in this capacity in order to develop a relationship with home rule communities to be able to trade cap in up and down years. We respectfully request if you have no need for the cap by September 1st that you allow us to use it to benefit the residents of WKRDA - Other. If the Village is interested, I have taken the liberty of enclosing a draft ordinance for you to review as well as a draft letter to the Governor's Office. I am available to meet with any Village official you wish regarding this matter. Please call me at 866-325-7525 if you have any questions. Please send a copy of the Ordinance/Resolution and notification letter to the Governor's Office of Management and Budget, as well as a copy to WKRDA - Other Chicago at 1032 S. Vine Ave, Park Ridge, IL 60068.

Sincerely,

Andrew Hamilton

Executive Director

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

RESOLUTION
NO. 2019-R-035

**A RESOLUTION CEDING THE AGGREGATE UNUSED ALLOCATION OF 2019
PRIVATE ACTIVITY BOND VOLUME CAP OF THE VILLAGE OF TINLEY PARK
TO THE ILLINOIS FINANCE AUTHORITY AND THE WILL KANKAKEE
REGIONAL DEVELOPMENT AUTHORITY**

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

MICHAEL J. PANNITTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ
JOHN A. CURRAN
Board of Trustees

RESOLUTION 2019-R-035**A RESOLUTION CEDING THE AGGREGATE UNUSED ALLOCATION OF 2019 PRIVATE ACTIVITY BOND VOLUME CAP OF THE VILLAGE OF TINLEY PARK TO THE ILLINOIS FINANCE AUTHORITY AND THE WILL KANKAKEE REGIONAL DEVELOPMENT AUTHORITY**

WHEREAS, The Village of Tinley Park, Cook County and Will County, Illinois (the “Village” or “Home Rule Unit”) is a municipality and a home rule unit of government duly organized and validly existing under Section 6(a) of Article VII of the 1970 Constitution and laws of the State of Illinois; and

WHEREAS, increasing the availability of job opportunities to relieve conditions of unemployment and underemployment, as well as increasing business and commerce, to reduce the problems associated with unemployment and underemployment, are essential to the health, safety, and general welfare of the Village and region; and

WHEREAS, Section 146 of the Internal Revenue Code of 1986, as amended (the “Code”) and Section 1303 of the Tax Reform Act of 1986, places a ceiling (the “State Ceiling”) on the aggregate principal amount of private activity bonds (as defined in the Code) that can be issued in the State of Illinois from January 1, 2019, up to and including December 31, 2019; and

WHEREAS, the Village’s portion of the State’s Ceiling for calendar year 2019 is \$105 per capita (i.e. the Village’s “2019 Volume Cap Allocation”) based on 2018 Census Estimate figure of 56,668, published as of December 24, 2018, and referenced under the 2019 Volume Cap Guidelines published by the Governor’s Office of Management and Budget, thereby resulting in \$5,950,140 of 2019 Volume Cap Allocation; and

WHEREAS, the Illinois Private Activity Bond Allocation Act (30 ILCS 345/1 et seq.) provides, among other things, that the corporate authorities of any home rule unit may reallocate to one or more state agencies any portion of its unused Volume Cap Allocation; and

WHEREAS, the Village is geographically located within both Cook and Will Counties and may benefit by efforts of other agencies also serving this geographic region toward increasing the availability of job opportunities to relieve conditions of unemployment and underemployment, as well as increasing business and commerce, to reduce the problems associated with unemployment and underemployment through the use of Volume Cap Allocations; and

WHEREAS, the Village has available 2019 Volume Cap Allocation which has not been committed to other projects, and it is in the best interest of the Village and its residents to transfer and reallocate the Village's unused ceiling to the Will Kankakee Regional Development Authority and the Illinois Finance Authority to support projects and issue tax-exempt private activity bonds to finance industrial, manufacturing, and commercial projects that will create jobs and expand the tax base in the region;

NOW THEREFORE, be it ordained by the Village Board of the Village of Tinley Park, Illinois:

Section 1. That the Village of Tinley Park does hereby transfer and reallocate one half of its unused Available Ceiling of \$ 2,975,070 to the Illinois Finance Authority for the South Suburban Mayors and Managers Volume Cap Pool, and one-half of its unused Available Ceiling of \$2,975,070 to the Will Kankakee Regional Development Authority. Said private activity volume bonding cap shall be used to support projects that will provide job opportunities and new investment.

Section 2. The Illinois Finance Authority, Will Kankakee Regional Development Authority and Village shall each retain a copy of this Resolution in their records for a minimum of 30 years. Notice of this Resolution together with a copy of the Resolution shall be given in

writing by the Village to each Authority after passage and approval thereof. The Village shall also provide notice of the allocation authorized in this Resolution to the Office of the Governor.

Section 3. The Village Treasurer/Finance Director is hereby authorized to maintain such record of the local allocation of 2019 Volume Cap, if any, for the term of the bonds issued pursuant to such allocation.

Section 4. This resolution shall be effective from and after its passage.

ADOPTED this 16th day of April, 2019, by a roll call vote of the Corporate Authorities of the Village of Tinley Park as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 16th day of April, 2019 by the President of the Village of Tinley Park.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of RESOLUTION 2019-R-035, "A RESOLUTION CEDING THE AGGREGATE UNUSED ALLOCATION OF 2019 PRIVATE ACTIVITY BOND VOLUME CAP OF THE VILLAGE OF TINLEY PARK TO THE ILLINOIS FINANCE AUTHORITY AND THE WILL KANKAKEE REGIONAL DEVELOPMENT AUTHORITY," which was adopted by the President and Board of Trustees of the Village of Tinley Park on the 16th day of April, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this ___ day of _____ 20__.

KRISTIN A. THIRION, VILLAGE CLERK

Date

Office of the Governor
Debt Management Unit-Volume Cap Submissions
JRT, 100 W Randolph Street- Suite 15-100
Chicago IL 60601
Attention: Sophia Ronis

Re Issuer: Village of Tinley Park

Total 2019 Volume Cap Allocation: \$5,950.140

Volume Cap Allocations granted, transferred, or reserved by Issuer resolution prior to May 1, 2019:

- | | |
|---|--|
| 1. Principal Amount of Issue: | 0 |
| Bond Description | N/A |
| 2. Total Allocation Granted or Reallocated: | \$5,950.140 |
| Reallocated to: | Will Kankakee Regional Development Authority |

See attached ordinance.

Sincerely,

The XYZ of ABC 2018 Citizen Survey

Please complete this questionnaire if you are the adult (age 18 or older) in the household who most recently had a birthday. The adult’s year of birth does not matter. Please select the response (by circling the number or checking the box) that most closely represents your opinion for each question. Your responses are anonymous and will be reported in group form only.

1. Please rate each of the following aspects of quality of life in ABC:

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
ABC as a place to live	1	2	3	4	5
Your neighborhood as a place to live.....	1	2	3	4	5
ABC as a place to raise children	1	2	3	4	5
ABC as a place to work.....	1	2	3	4	5
ABC as a place to visit	1	2	3	4	5
ABC as a place to retire	1	2	3	4	5
The overall quality of life in ABC.....	1	2	3	4	5

2. Please rate each of the following characteristics as they relate to ABC as a whole:

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
Overall feeling of safety in ABC.....	1	2	3	4	5
Overall ease of getting to the places you usually have to visit.....	1	2	3	4	5
Quality of overall natural environment in ABC	1	2	3	4	5
Overall “built environment” of ABC (including overall design, buildings, parks and transportation systems)	1	2	3	4	5
Health and wellness opportunities in ABC	1	2	3	4	5
Overall opportunities for education and enrichment.....	1	2	3	4	5
Overall economic health of ABC.....	1	2	3	4	5
Sense of community.....	1	2	3	4	5
Overall image or reputation of ABC	1	2	3	4	5

3. Please indicate how likely or unlikely you are to do each of the following:

	<i>Very likely</i>	<i>Somewhat likely</i>	<i>Somewhat unlikely</i>	<i>Very unlikely</i>	<i>Don't know</i>
Recommend living in ABC to someone who asks	1	2	3	4	5
Remain in ABC for the next five years	1	2	3	4	5

4. Please rate how safe or unsafe you feel:

	<i>Very safe</i>	<i>Somewhat safe</i>	<i>Neither safe nor unsafe</i>	<i>Somewhat unsafe</i>	<i>Very unsafe</i>	<i>Don't know</i>
In your neighborhood during the day.....	1	2	3	4	5	6
In ABC’s downtown/commercial area during the day	1	2	3	4	5	6

5. Please rate each of the following characteristics as they relate to ABC as a whole:

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
Traffic flow on major streets	1	2	3	4	5
Ease of public parking.....	1	2	3	4	5
Ease of travel by car in ABC.....	1	2	3	4	5
Ease of travel by public transportation in ABC	1	2	3	4	5
Ease of travel by bicycle in ABC.....	1	2	3	4	5
Ease of walking in ABC	1	2	3	4	5
Availability of paths and walking trails	1	2	3	4	5
Air quality	1	2	3	4	5
Cleanliness of ABC	1	2	3	4	5
Overall appearance of ABC.....	1	2	3	4	5
Public places where people want to spend time	1	2	3	4	5
Variety of housing options	1	2	3	4	5
Availability of affordable quality housing	1	2	3	4	5
Fitness opportunities (including exercise classes and paths or trails, etc.)	1	2	3	4	5
Recreational opportunities.....	1	2	3	4	5
Availability of affordable quality food.....	1	2	3	4	5
Availability of affordable quality health care	1	2	3	4	5
Availability of preventive health services	1	2	3	4	5
Availability of affordable quality mental health care	1	2	3	4	5

6. Please rate each of the following characteristics as they relate to ABC as a whole:

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
Availability of affordable quality child care/preschool.....	1	2	3	4	5
K-12 education.....	1	2	3	4	5
Adult educational opportunities.....	1	2	3	4	5
Opportunities to attend cultural/arts/music activities.....	1	2	3	4	5
Opportunities to participate in religious or spiritual events and activities.....	1	2	3	4	5
Employment opportunities.....	1	2	3	4	5
Shopping opportunities.....	1	2	3	4	5
Cost of living in ABC.....	1	2	3	4	5
Overall quality of business and service establishments in ABC.....	1	2	3	4	5
Vibrant downtown/commercial area.....	1	2	3	4	5
Overall quality of new development in ABC.....	1	2	3	4	5
Opportunities to participate in social events and activities.....	1	2	3	4	5
Opportunities to volunteer.....	1	2	3	4	5
Opportunities to participate in community matters.....	1	2	3	4	5
Openness and acceptance of the community toward people of diverse backgrounds.....	1	2	3	4	5
Neighborliness of residents in ABC.....	1	2	3	4	5

7. Please indicate whether or not you have done each of the following in the last 12 months.

	<i>No</i>	<i>Yes</i>
Made efforts to conserve water.....	1	2
Made efforts to make your home more energy efficient.....	1	2
Observed a code violation or other hazard in ABC (weeds, abandoned buildings, etc.).....	1	2
Household member was a victim of a crime in ABC.....	1	2
Reported a crime to the police in ABC.....	1	2
Stocked supplies in preparation for an emergency.....	1	2
Campaigned or advocated for an issue, cause or candidate.....	1	2
Contacted the XYZ of ABC (in-person, phone, email or web) for help or information.....	1	2
Contacted ABC elected officials (in-person, phone, email or web) to express your opinion.....	1	2

8. In the last 12 months, about how many times, if at all, have you or other household members done each of the following in ABC?

	<i>2 times a week or more</i>	<i>2-4 times a month</i>	<i>Once a month or less</i>	<i>Not at all</i>
Used ABC recreation centers or their services.....	1	2	3	4
Visited a neighborhood park or XYZ park.....	1	2	3	4
Used ABC public libraries or their services.....	1	2	3	4
Participated in religious or spiritual activities in ABC.....	1	2	3	4
Attended a XYZ-sponsored event.....	1	2	3	4
Used bus, rail, subway or other public transportation instead of driving.....	1	2	3	4
Carpooled with other adults or children instead of driving alone.....	1	2	3	4
Walked or biked instead of driving.....	1	2	3	4
Volunteered your time to some group/activity in ABC.....	1	2	3	4
Participated in a club.....	1	2	3	4
Talked to or visited with your immediate neighbors.....	1	2	3	4
Done a favor for a neighbor.....	1	2	3	4

9. Thinking about local public meetings (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HOA, neighborhood watch, etc.), in the last 12 months, about how many times, if at all, have you or other household members attended or watched a local public meeting?

	<i>2 times a week or more</i>	<i>2-4 times a month</i>	<i>Once a month or less</i>	<i>Not at all</i>
<u>Attended</u> a local public meeting.....	1	2	3	4
<u>Watched</u> (online or on television) a local public meeting.....	1	2	3	4

The XYZ of ABC 2018 Citizen Survey

10. Please rate the quality of each of the following services in ABC:

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
Police/Sheriff services.....	1	2	3	4	5
Fire services.....	1	2	3	4	5
Ambulance or emergency medical services	1	2	3	4	5
Crime prevention.....	1	2	3	4	5
Fire prevention and education.....	1	2	3	4	5
Traffic enforcement	1	2	3	4	5
Street repair	1	2	3	4	5
Street cleaning	1	2	3	4	5
Street lighting.....	1	2	3	4	5
Snow removal	1	2	3	4	5
Sidewalk maintenance	1	2	3	4	5
Traffic signal timing.....	1	2	3	4	5
Bus or transit services.....	1	2	3	4	5
Garbage collection.....	1	2	3	4	5
Recycling	1	2	3	4	5
Yard waste pick-up	1	2	3	4	5
Storm drainage	1	2	3	4	5
Drinking water.....	1	2	3	4	5
Sewer services	1	2	3	4	5
Power (electric and/or gas) utility.....	1	2	3	4	5
Utility billing.....	1	2	3	4	5
XYZ parks	1	2	3	4	5
Recreation programs or classes.....	1	2	3	4	5
Recreation centers or facilities	1	2	3	4	5
Land use, planning and zoning.....	1	2	3	4	5
Code enforcement (weeds, abandoned buildings, etc.)	1	2	3	4	5
Animal control.....	1	2	3	4	5
Economic development	1	2	3	4	5
Health services	1	2	3	4	5
Public library services	1	2	3	4	5
Public information services	1	2	3	4	5
Cable television.....	1	2	3	4	5
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations).....	1	2	3	4	5
Preservation of natural areas such as open space, farmlands and greenbelts.....	1	2	3	4	5
ABC open space.....	1	2	3	4	5
XYZ-sponsored special events	1	2	3	4	5
Overall customer service by ABC employees (police, receptionists, planners, etc.).....	1	2	3	4	5

11. Overall, how would you rate the quality of the services provided by each of the following?

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
The XYZ of ABC	1	2	3	4	5
The Federal Government	1	2	3	4	5

12. Please rate the following categories of ABC government performance:

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
The value of services for the taxes paid to ABC	1	2	3	4	5
The overall direction that ABC is taking	1	2	3	4	5
The job ABC government does at welcoming citizen involvement	1	2	3	4	5
Overall confidence in ABC government.....	1	2	3	4	5
Generally acting in the best interest of the community	1	2	3	4	5
Being honest.....	1	2	3	4	5
Treating all residents fairly	1	2	3	4	5

13. Please rate how important, if at all, you think it is for the ABC community to focus on each of the following in the coming two years:

	<i>Essential</i>	<i>Very important</i>	<i>Somewhat important</i>	<i>Not at all important</i>
Overall feeling of safety in ABC.....	1	2	3	4
Overall ease of getting to the places you usually have to visit.....	1	2	3	4
Quality of overall natural environment in ABC	1	2	3	4
Overall “built environment” of ABC (including overall design, buildings, parks and transportation systems)	1	2	3	4
Health and wellness opportunities in ABC	1	2	3	4
Overall opportunities for education and enrichment.....	1	2	3	4
Overall economic health of ABC.....	1	2	3	4
Sense of community.....	1	2	3	4

xx. Custom Question #1 Custom Question #1

- Scale point 1 Scale point 2 Scale point 3 Scale point 4 Scale point 5

xx. Custom Question #2 Custom Question #2

- Scale point 1 Scale point 2 Scale point 3 Scale point 4 Scale point 5

xx. Custom Question #3 Custom Question #3

- Scale point 1 Scale point 2 Scale point 3 Scale point 4 Scale point 5

xx. OPTIONAL [See Worksheets for details and price of this option] Open-Ended Question Open-Ended Question

The XYZ of ABC 2018 Citizen Survey

Our last questions are about you and your household. Again, all of your responses to this survey are completely anonymous and will be reported in group form only.

D1. How often, if at all, do you do each of the following, considering all of the times you could?

	<i>Never</i>	<i>Rarely</i>	<i>Sometimes</i>	<i>Usually</i>	<i>Always</i>
Recycle at home	1	2	3	4	5
Purchase goods or services from a business located in ABC	1	2	3	4	5
Eat at least 5 portions of fruits and vegetables a day	1	2	3	4	5
Participate in moderate or vigorous physical activity	1	2	3	4	5
Read or watch local news (via television, paper, computer, etc.)	1	2	3	4	5
Vote in local elections.....	1	2	3	4	5

D2. Would you say that in general your health is:

- Excellent
 Very good
 Good
 Fair
 Poor

D3. What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:

- Very positive
 Somewhat positive
 Neutral
 Somewhat negative
 Very negative

D4. What is your employment status?

- Working full time for pay
 Working part time for pay
 Unemployed, looking for paid work
 Unemployed, not looking for paid work
 Fully retired

D5. Do you work inside the boundaries of ABC?

- Yes, outside the home
 Yes, from home
 No

D6. How many years have you lived in ABC?

- Less than 2 years 11-20 years
 2-5 years More than 20 years
 6-10 years

D7. Which best describes the building you live in?

- One family house detached from any other houses
 Building with two or more homes (duplex, townhome, apartment or condominium)
 Mobile home
 Other

D8. Is this house, apartment or mobile home...

- Rented
 Owned

D9. About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance and homeowners' association (HOA) fees)?

- Less than \$300 per month
 \$300 to \$599 per month
 \$600 to \$999 per month
 \$1,000 to \$1,499 per month
 \$1,500 to \$2,499 per month
 \$2,500 or more per month

D10. Do any children 17 or under live in your household?

- No Yes

D11. Are you or any other members of your household aged 65 or older?

- No Yes

D12. How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)

- Less than \$25,000
 \$25,000 to \$49,999
 \$50,000 to \$99,999
 \$100,000 to \$149,999
 \$150,000 or more

Please respond to both questions D13 and D14:

D13. Are you Spanish, Hispanic or Latino?

- No, not Spanish, Hispanic or Latino
 Yes, I consider myself to be Spanish, Hispanic or Latino

D14. What is your race? (Mark one or more races to indicate what race you consider yourself to be.)

- American Indian or Alaskan Native
 Asian, Asian Indian or Pacific Islander
 Black or African American
 White
 Other

D15. In which category is your age?

- 18-24 years 55-64 years
 25-34 years 65-74 years
 35-44 years 75 years or older
 45-54 years

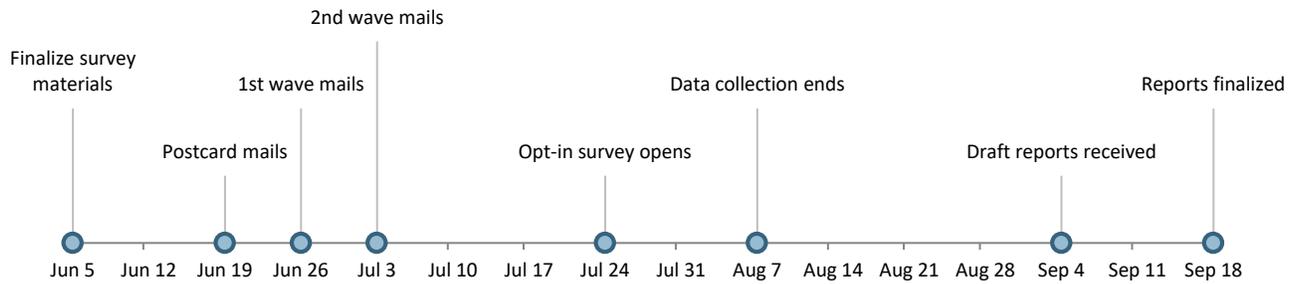
D16. What is your sex?

- Female Male

D17. Do you consider a cell phone or land line your primary telephone number?

- Cell Land line Both

Thank you for completing this survey. Please return the completed survey in the postage-paid envelope to: National Research Center, Inc., PO Box 549, Belle Mead, NJ 08502



Item	Date
Preparing for the Survey	
⊙ The NCS survey process is initiated upon receipt of your first payment and signed Terms of Use	May 1
← NRC emails you information to customize The NCS	May 1
→ Due to NRC: Selection of add-on options	May 15
→ Due to NRC: Drafts of the optional custom questions to be included in the survey	May 15
→ Due to NRC: Zip code information and GIS boundary data	May 22
→ Due to NRC: Additional payment for add-on options	May 22
⊙ NRC finalizes the survey instrument and mailing materials and sends .pdf samples for your records	Jun 5
⊙ NRC generates the sample of households in your community	May 22 to Jun 5
⊙ NRC prints materials and prepares mailings	Jun 12
→ Due to NRC: Selection of custom benchmark profile(s) (if custom benchmark add-on selected)	Jun 12
Conducting the survey	
⊙ Survey materials are mailed	Jun 19 to Jul 3
⊙ Prenotification postcards sent	Jun 19
⊙ 1st wave of surveys sent	Jun 26
⊙ 2nd wave of surveys sent	Jul 3
→ Opt-in web survey link posted on your website (source link provided to you by NRC)	Jul 24
⊙ Data collection: surveys received and processed for your community	Jun 26 to Aug 7
During this time, you will receive postcards that were undeliverable due to bad addresses, or vacant housing units. This is normal. Please count all the postcards, as we will subtract the number of returned postcards from the total number mailed to estimate the number of "eligible" households in calculating the final response rate.	
→ Due to NRC: Final count of returned postcards	Aug 7
⊙ Survey analysis and report writing	Aug 7 to Sep 4
During this time, NRC will process the surveys, perform the data analysis, and produce a draft report for your community. The report of results will contain a description of the methodology, information on understanding the results, and graphs and tables of your results, as well as a description of NRC's database of normative data from across the U.S. and actual comparisons to your results, where appropriate.	
← NRC emails draft report (in PDF format) to you along with invoice for balance due on The NCS Basic Service and any additional add-on options	Sep 4
→ Due to NRC: community feedback on the draft report (most final reports are identical to the draft reports, except being labeled as final instead of draft)	Sep 11
← NRC emails final report to you	Sep 18

Legend

← Indicates when items from NRC are due to you → Indicates when items from you are due to NRC ⊙ Indicates information items

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

RESOLUTION
NO. 2019-R-030

**A RESOLUTION APPROVING AN AGREEMENT WITH NATIONAL RESEARCH COUNCIL
TO DO A CITIZEN SURVEY**

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

MICHAEL J. PANNITTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ
JOHN A. CURRAN
Board of Trustees

RESOLUTION NO. 2019-R-030**A RESOLUTION APPROVING AN AGREEMENT WITH NATIONAL RESEARCH COUNCIL TO DO A CITIZEN SURVEY**

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Contract with the NATONAL RESEARCH COUNCIL, a true and correct copy of such AGREEMENT being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Contract be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Contract" be entered into and executed by said Village of Tinley Park, with said Contract to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**, subject to review and revision as to form by the Village Attorney.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid AGREEMENT.

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

ADOPTED this 16TH day of April, 2019, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 16th day of April, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

AN AGREEMENT WITH NATIONAL RESEARCH COUNCIL TO DO A CITIZEN SURVEY

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-030, “**A RESOLUTION APPROVING AN AGREEMENT WITH NATIONAL RESEARCH COUNCIL TO DO A CITIZEN SURVEYm**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 16, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of April, 2019.

 KRISTIN A. THIRION, VILLAGE CLERK

AGREEMENT BETWEEN NATIONAL RESEARCH CENTER, INC. AND [REDACTED]

THIS AGREEMENT, made and entered into this ____ day of _____, 2019 by and between [REDACTED] hereinafter referred to as "The Client", and National Research Center, Inc., hereinafter referred to as "Consultant," WITNESSETH:

WHEREAS, the Client plans to undertake a survey of residents in [REDACTED], and;

WHEREAS, the Client desires to retain the services of the Consultant to conduct the project relative thereto and the planning and designing thereof as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Client hereby retains the Consultant for the project, to perform the services on the terms and conditions specified herein and the Consultant agrees so to serve. The parties agree that the Consultant shall be an independent contractor and shall not be an employee of the Client. The Consultant, as an independent contractor, is not entitled to workers' compensation benefits and unemployment insurance benefits, and the Consultant is obligated to pay federal and state income tax on any moneys earned pursuant to the contract relationship.
2. The budget and work plan are attached hereto as Exhibit A and made a part of this Agreement. Consultant agrees to perform the work described in Exhibit A in compliance with all provisions of this Agreement. Consultant represents that it has the requisite authority and capacity to perform all terms and conditions on Consultant's part to be performed hereunder.

Consultant adjusts its rates in response to the cost of doing business. On an annual basis, the rates for staff time are evaluated. Other rates, including postage, are increased by Consultant as soon as they are increased by the vendor/supplier. Should a postage increase by the United States Postal Service occur during the project at such a point that project mailings are affected; the cost increase will be passed through directly to the Client. The budget in Exhibit A presumes that the project activities will be completed xx[according to the timeline in xxExhibit A]/xx[within 180 days of the date this contract is signed]. The Client will be notified immediately of any potential cost increase due to work that threatens to extend past that timeframe.

3. The work will begin and be completed in accordance with Exhibit A.
4. The Client agrees to pay Consultant for services rendered pursuant to this Agreement the sums set forth in the manner set forth as follows, as adjusted to reflect the omission or addition of any of the tasks set forth therein. One initial payment of \$x,xxx.xx shall be made upon signing of the Agreement. Further payments shall be made upon billing by the Consultant, which billing shall occur not more frequently than twice per month, and which shall identify the tasks performed for each invoice. Payment will be made to the Consultant within 30 calendar days.
5. The Client reserves the right to monitor and evaluate the progress and performance of the Consultant to ensure that the terms of this Agreement are being satisfactorily met

in accordance with the Client monitoring and evaluating criteria and standards. Consultant shall cooperate with the Client relating to such monitoring and evaluation.

6. Insurance Requirements

- (a) Comprehensive General Liability, The Consultant shall procure and keep in force during the duration of this contract a policy of Comprehensive General Liability insurance insuring the Consultant against any liability for personal injury, bodily injury, or death arising out of the performance of services hereunder and against liability for property damage with a combined single limit of at least \$1,000,000 each occurrence and \$2,000,000 aggregate
- (b) Comprehensive Automobile Liability, The Consultant shall procure and keep in force during the duration of this contract a policy of Comprehensive Automobile Liability insurance insuring the Consultant against any liability for personal injury, bodily injury, or death arising from the use of motor vehicles and shall cover operations on or off the site of all vehicles controlled by the Consultant whether they are owned, non-owned, or hired with a combined single limit of at least \$1,000,000.

Policies described in (a) and (b) above shall be for the mutual and joint benefit and protection of the Consultant and the Client.

- (c) Other Insurance, The Consultant shall procure and keep in force during the term of the Agreement Worker's Compensation and such other insurance as may be required by any law, ordinance or governmental regulation.
- (d) Prior to commencement of work, the Consultant shall furnish to the Client certificates of insurance policies evidencing the required coverages if the Client so desires.

The Client reserves the right to approve variations in the above requirements upon request of Consultant if, in the Client's opinion, such variations do not substantially affect the Client's interests.

- 7. Indemnification. The Client hereby covenants and agrees to indemnify, defend, save, and hold the Consultant harmless from any and all liability, loss, costs, charges, obligations, expenses, attorneys' fees, litigation, judgments, damages, claims and demands of any kind whatsoever in connection with, arising out of Client's negligence or any material violation of the Agreement or of any law, ordinance or regulation by the Client, its agents, employees, servants, subcontractors, business invitees; or by reason of any injury or damage caused by the Client's negligence occurring to any person or persons whomever (including the Client, its agents, employees, servants, subcontractors or business invitees) or to property of any kind whatsoever and to whomever belonging (including the Client, its agents, employees, servants, subcontractor or business invitees).
- 8. Ownership of Materials. As a Client of National Research Center, Inc. ("NRC") using the NCS, NBS, CASOA or NES (the "Survey Instruments"), the Client recognizes that on all Materials and Survey Instruments, as defined herein, created by NRC prior to

and after execution of these Terms of Use ("Terms of Use") and used by the Client during the course of the project, NRC retains all rights of authorship and ownership of copyright. Client also acknowledges that NRC owns all data collected in connection with administration of any of NRC's Survey Instruments ("Survey Data").

Definitions. In these Terms of Use, "Materials" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. "Survey Data" means and includes: any and all data collected in connection with administration of any of NRC's Survey Instruments.

License to Survey Instruments and Materials. Survey enrollment and payment includes a one-time license to use the Survey Instruments and Materials for a period of one (1) year following administration of the Survey Instrument. If Client seeks to renew its agreement with NRC, Client may re-enroll and submit payment for future use of the Survey Instruments and Materials. Once the limited license has expired, no part of the Survey Instruments and Materials may be reproduced, distributed, or transmitted in any form or by any means, including photocopying, recording, or other electronic or mechanical methods, without the prior written permission of NRC, except where permitted by Fair Use, as defined in the Copyright Act, 17 U.S.C. § 107 or otherwise required by law. Notwithstanding the foregoing, Client's right to use its own summaries and reports of the Survey Data does not expire.

License to Survey Data. Client acknowledges that in exchange for valuable consideration, NRC owns exclusive rights in all Survey Data. NRC grants Client a license to use and report Survey Data. The license to use and report Survey Data does not expire. Client's license to use and report Survey Data does not include the right for Client or any third party to use Survey Data for direct or indirect current or potential financial gain. As part of any publication or posting of Survey Data, except for internal use, Client must include the following statement acknowledging that NRC is the owner of the compilation of Survey Data and that Survey Data may not be used by any third party for financial gain:

"This compilation of survey data is owned by National Research Center, Inc. It may not be reproduced or retransmitted in any form without the expressed written consent of National Research Center, Inc. Requests for permission to reproduce or transmit this data should be mailed to Managing Director, NRC, 2955 Valmont Road, Suite 300, Boulder, Colorado 80301."

9. This Agreement may be terminated by either party upon five (5) days written notice. In the event of termination by the Client, the Client shall be liable to pay to Consultant fees for services and expenses incurred to date of termination.
10. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their successors and assigns.

11. Arbitration. All disputes and controversies of every kind and nature between the parties to this Agreement arising out of or in connection with this Agreement shall be submitted to arbitration pursuant to the following procedure:
- a. Either party desiring arbitration shall submit such demand in writing, which demand shall include the name of the arbitrator appointed by the party demanding arbitration, together with a statement of the matter in controversy.
 - b. Within fifteen (15) days after such demand, the other party shall name an arbitrator, or in default of such naming, such arbitrator shall be named by the Arbitration Committee of the American Arbitration Association, and the two arbitrators so selected shall name a third arbitrator within fifteen (15) days, or in lieu of such agreement on a third arbitrator by the two arbitrators so appointed, a third arbitrator shall be appointed by the Arbitration Committee of the American Arbitration Association.
 - c. The arbitrators may award to the successful party in the arbitration a reasonable sum for the successful party's attorney's fees, together with the costs of the arbitration.
 - d. The arbitration hearing shall be held at the offices of NRC, 2955 Valmont Road, Suite 300, Boulder, CO, on thirty (30) days' notice to the parties.
 - e. The arbitration rules and procedures of the American Arbitration Association shall be utilized in the arbitration hearing and the law of the evidence of the State of Colorado shall govern the presentation of evidence of such hearing.
 - f. An award rendered by a majority of the arbitrators appointed under and pursuant to this Agreement shall be final and binding on all parties to the proceeding during the period of this Agreement, and judgment on such award may be entered by either party in the highest court, state or federal, having jurisdiction.

IN WITNESS WHEREOF, the parties hereby enter into this Agreement as of the date first set forth above.

[xxCLIENT]

By:

Print:

Title:

(State of xx)

(County of xx)

NATIONAL RESEARCH CENTER, INC

By:

Print:

Title:

(State of Colorado)

(County of Boulder)

Exhibit A

Scope of Work

Budget



Interoffice

Memo

Date: April 11, 2019

To: David Niemeyer, Village Manager

From: John Urbanski, Assistant Public Works Director

Subject: Guaranteed Maximum Price (GMP) for Construction of Fire Station #2/47

Presented for April 16, 2019 Village Board Agenda discussion and possible action:

Description:

The December 5th 2017 Village Board meeting awarded R.C. Wegman as the Construction Manager at Risk for the Fire Station #2/47 replacement. It was at this point an RFQ was released to select an Architect (FGM Architects) and begin to create construction documents for bidding. Bid documents were released to the public and on March 7th 2019 @ 2:00 PM at which point we received 93 competitive proposals from sub-contractors and vendors across 23 different packages.

After review and evaluation, R.C Wegman has submitted a Guaranteed Maximum Price (GMP) for \$5,347,169.00 for review and acceptance by the Committee. This total includes items as seen in the attached schedule of values under the sections titled:

• Construction Costs	\$ 4,665,825.00
• Fees, Insurance, Bonds & Contingency	\$ 448,053.00
• Contingency	<u>\$ 223,291.00</u>
GMP GRAND TOTAL	\$5,347,169.00

Understanding that the total project budget includes a portion of costs indirectly related to R.C. Wegman as the construction manager. These costs are also listed in the attachment under the section titled "Soft Costs / Allowances". These costs are summarized as follows:

• A&E Selection Process	• Wireless Microwave Installation
• Design Pre-Construction Phase	• VHF Radio System Installation
• Architectural Fees	• Geotechnical Testing
• Civil Engineering Fees	• CCDD Sampling & Testing
• Station Alerting System – Removal and Reinstall	• Utility Connection Fees
	• FF&E Allowance
Sub-total of Soft costs/fees	\$ 557,448.00

The combination of the GMP and Soft Costs give us a total project cost that is now estimated to be **\$5,904,617.00**. As this Total Project Cost exceeds current budget of \$5,800,000.00 by \$104,617.00. Per the Committee of the Whole meeting on April 10, 2019 it was the recommendation to proceed with the intent to

operate in the most frugal sense possible with the intent to keep majority of the contingency funding available and complete the project under budget following the potential savings option:

1. Approve construction at current estimated cost of \$5.9 million with the possibility that not all of the contingency funds are utilized. R.C. Wegman offers a potential of not utilizing the full 5% contingency if construction does not encounter unforeseen issues. Average utilization of contingency without issues is 2.5%, which would offer the shortage towards the overall project cost.
Potential Savings = \$100,000~

Alternative Site Options:

During the planning and design phases of this project staff was assigned the task of reviewing and comparing potential alternative sites. At this point, it has been determined that the multiple sites reviewed did not offer operational and/or fiscal benefit to the Tinley Park Fire Department or the Village of Tinley Park in its entirety. Discussion points that were weighed in this determination included:

- Response times
- A/E Re-design costs
- Civil engineering fees
- Property procurement costs
- Current land value
- Utility availability and costs
- Loss of time and money spent to date
- Overall ROI to change locations

Staff Direction Request:

1. Staff is requesting that the Board approve and authorize the execution of the final negotiated Amendment to the Construction Manager @ Risk contract with R.C Wegman for a GMP amount not to exceed \$5,347,169.00 for construction of Fire Station #2/47.

Attachments:

1. GMP Amendment and Schedule of Values



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

RESOLUTION
NO. 2019-R-034

**A RESOLUTION APPROVING AN AMENDMENT TO A CONSTRUCTION
MANAGER CONTRACT WITH R. C. WEGMAN CONSTRUCTION CO.**

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

MICHAEL J. PANNITTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ
JOHN A. CURRAN
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

RESOLUTION NO. 2019-R-034**A RESOLUTION APPROVING AN AMENDMENT TO A CONSTRUCTION
MANAGER CONTRACT WITH R. C. WEGMAN CONSTRUCTION CO.**

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”) has previously entered into a Construction Manager Contract (“Contract”) with R. C. Wegman Construction Co., (“RC Wegman”) pertaining to certain construction manager services regarding Fire Station #2/47 (“Fire Station”); and

WHEREAS, the Village and RC Wegman now desire to enter into a final amendment (“Amendment”) to said Contract, attached hereto as Exhibit 1, in an amount not to exceed \$5,347,169.00 for construction of said Fire Station; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of said Village of Tinley Park and its residents to approve said Amendment with RC Wegman pursuant to this Resolution; and

NOW, THEREFORE, BE IT RESOLVED 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: The President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village and its residents that the aforesaid Amendment be entered into with RC Wegman, in an amount not to exceed \$5,347,169.00, and that the Village President is hereby authorized to execute said Amendment on behalf of the Village, with said Amendment to be substantially in the form attached hereto and made a part hereof as Exhibit 1, subject to review and revision as to form by the Village Attorney.

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

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

PASSED THIS 16th day of April, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 16th day of April, 2019.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-034, “A RESOLUTION APPROVING AN AMENDMENT TO A CONSTRUCTION MANAGER CONTRACT WITH R. C. WEGMAN CONSTRUCTION CO.” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 16, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of April, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

EXHIBIT "A"
AMENDMENT NO. 1 TO ConsensusDocs 500

**STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND
CONSTRUCTION MANAGER**

**(Where the Basis of Payment is a Guaranteed Maximum Price with an Option for
Preconstruction Services)**

April 3, 2019

Pursuant to Section 3.4 of the Agreement dated the 9th Day of October in the year 2017 between the Owner, Village of Tinley Park and the Contractor, R. C. Wegman Construction Company for Construction of Fire Station #47, the Owner and the Contractor desire to establish a Guaranteed Maximum Price ("GMP") for the Work. Therefore, the Owner and the Contractor agree as follows:

ARTICLE 1 GUARANTEED MAXIMUM PRICE

The Contractor's GMP for the Work, including the Cost of the Work as defined in Article 8 and the Contractor's Fee as set forth in Section 7.3, is **\$FIVE MILLION THREE HUNDRED FORTY SEVEN THOUSAND ONE HUNDRED AND SIXTY NINE** Dollars (**\$5,347,169.00**).

The GMP is for the performance of the Work in accordance with the exhibits listed below, which are part of this Agreement.

- EXHIBIT A** Drawings and Specifications, including Addenda, if any, and information furnished by the Owner under Section 4.3, dated **April 3, 2019, 1** page.
- EXHIBIT B** Allowance Items, dated **April 3, 2019, 1** page.
- EXHIBIT D** Schedule of Values, dated **April 3, 2019, 1** page.
- EXHIBIT E** Bid Package Alternate Prices, Voluntary Alternate Prices and Value Engineering Prices dated **April 3, 2019, 2** pages.
- EXHIBIT F** Unit Prices, dated **April 3, 2019, 1** page.

ARTICLE 2 DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work for **Fire Station #47** is **March 20, 2020**.

ARTICLE 3 DATE OF FINAL COMPLETION

The Date of Final Completion of the Work for **Fire Station #47** is: **May 1, 2020** the Date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.



This Amendment is entered into as of **March 26, 2019**.

OWNER: **VILLAGE OF TINLEY PARK**

BY: _____

PRINT NAME _____ PRINT TITLE _____

ATTEST: _____

CONTRACTOR: **R.C. WEGMAN CONSTRUCTION COMPANY**

BY: _____

NAME **Carl Wegman** TITLE **President**

ATTEST: _____

NAME **Lisa Garcia** TITLE **Office Manager**

END OF DOCUMENT.

DRAFT



EXHIBIT "A"
Drawings, Specifications and Addenda
Tinley Park Fire Station #47
April 3, 2019

List of Drawings Dated February 4, 2019

01-GENERAL: G1.0.0, G1.0.1, G1.0.2, G1.0.3

02-CIVIL: TITLE PAGE, MWRD GENERAL NOTES, EXISTING CONDITIONS & REMOVAL PLAN, GEOMETRIC & PAVEMENT MARKING PLAN, GRADING PLAN, UTILITY PLAN, SOIL EROSION + SEDIMENT CONTROL PLAN, CONSTRUCTION DETAILS

03-LANDSCAPE: L1.0.1, L1.0.2

04.5-ARCHITECTURAL: A0.1.0, A0.1.1, A1.1.0, A1.1.1, A1.2.0, A1.2.1, A2.2.0, A2.2.1M A2.3.0, A2.3.1, A2.5.0, A3.1.0, A3.2.0, A3.2.1, A3.3.0, A3.3.1, A3.3.2, A3.3.3, A3.4.0, A3.5.0, A3.6.0, A5.1.0, A5.1.1, A5.1.2, A5.2.0, A5.3.0, A5.4.0, A5.4.1, A5.5.0, A6.1.0, A6.5.0, A7.1.0, A7.1.1, A8.1.0M A8.3.0, A8.5.0M A8.5.1, A9.0.0

05-STRUCTURAL: S0.1.0, S0.1.1, S1.1.0, S1.1.1, S1.1.2, S1.1.3, S2.1.0, S2.1.1, S2.1.2, S2.2.0, S2.3.0, S2.3.1

06-MECHANICAL: M1.1.1, M1.1.2, M2.1.1, M2.1.2, M2.1.3, M3.1.1, M3.1.2

07-PLUMBING: P1.1.0, P1.1.1, P1.1.2, P2.1.1, P2.1.2

09-ELECTRICAL: E1.1.1, E2.1.1, E3.1.1, E4.1.1, E4.1.2, E4.1.3, E5.1.1, E5.1.2

Specifications

Project Manual Issued by FGM Architects Dated February 4, 2019

List of Addenda

Architects Addendum No. 1 Dated March 1, 2019

EXHIBIT "B"
Allowance Items
Tinley Park Fire Station #47
April 3, 2019

ALLOWANCE ITEMS

1. The Guaranteed Maximum Price includes an allowance of \$10,000.00 to perform onsite survey and layout. If the actual contract amount comes in higher or lower than shown on Exhibit "D" - Schedule of Values, the difference will be added to or deducted from the contingency.
2. The Guaranteed Maximum Price includes an allowance of \$10,000.00 to perform onsite construction and material testing. If the actual contract amount comes in higher or lower than shown on Exhibit "D" - Schedule of Values, the difference will be added to or deducted from the contingency.
3. The Guaranteed Maximum Price includes an allowance of \$2,500.00 to provide a construction fence around the site. If the actual contract amount comes in higher or lower than shown on Exhibit "D" - Schedule of Values, the difference will be added to or deducted from the contingency.

SCHEDULE OF VALUES

LINE NO.	SCOPE OF WORK	SCHEDULED VALUE
CONSTRUCTION COSTS		
1002A	Testing Allowance	10,000.00
1002B	Survey Allowance	10,000.00
1002C	Construction Fence Allowance	2,500.00
02AB	Bldg. Demo., Earthwork & Fnd. Excavation	252,100.00
02C	Site Utilities	120,000.00
	Asphalt - PHASE 1 PARKING LOT	27,894.00
02D	Landscaping	29,915.00
03A	Concrete	459,900.00
	Concrete - PHASE 1 PARKING LOT	35,368.00
03B	Structural Precast	62,320.00
04	Masonry	463,153.00
05	Structural Steel	209,600.00
06A	General Trades	494,473.00
06B	Architectural Millwork	162,850.00
07	Roofing and Sheet Metal	111,901.00
08A	Doors, Frames & Hardware (Supply Only)	42,350.00
08B	Sectional Overhead Doors	38,500.00
08C	Aluminum Framing & Glazing	128,225.00
09A	Gyp. Brd. & Cold Formed Mil. Framing	318,000.00
09B	ACT & Tectum Panels	123,665.00
09C	Floor Covering & Wall Tile	79,000.00
09D	Epoxy Flooring	48,000.00
09E	Painting	61,200.00
15A	Fire Protection	35,213.00
15B	Plumbing	199,999.00
15C	HVAC	372,998.00
16	Electrical & Low Voltage	557,901.00
18000B	Site Conditions	208,800.00
	SUBTOTAL	4,665,825.00
FEES, INSURANCE, BONDS & CONTINGENCY (% of Construction Costs)		
1000A	Construction Manager's Fee (3%)	139,975.00
1000B	General Conditions Fee (4.5%)	209,962.00
1000C	Insurance (1%)	46,658.00
1000D	Bond (1%)	46,658.00
1000E	Post Construction Closeout	4,800.00
	SUBTOTAL	448,053.00
CONTINGENCY		
1000E	Contingency	233,291.00
	SUBTOTAL	233,291.00
	GRAND TOTAL GMP	5,347,169.00
SOFT COSTS / ALLOWANCES (Not Included in GMP)		
	A&E Selection Process	7,968.00
	Design Pre-Construction Phase	21,180.00
	Architectural Fee	270,000.00
	Civil Engineering Fee	82,000.00
	Station Alerting System - Remove and Reinstall	24,600.00
	Wireless Installation (Microwave)	28,000.00
	Receiver and RF Notification	12,500.00
	Geotechnical Testing	4,200.00
	CCDD Sampling and Testing	2,000.00
	Utility Connection Fees (ComEd, Nicor, Comcast, Fiber)	75,000.00
	FF&E Allowance	30,000.00
	SUBTOTAL	557,448.00
	GRAND TOTAL OVERALL PROJECT	5,904,617.00

EXHIBIT "E"
Alternate Prices, Voluntary Alternate Prices and Value Engineering Prices
Tinley Park Fire Station #47
April 3, 2019

ALTERNATE PRICES

1. The Guaranteed Maximum Price includes the acceptance of an Alternate to eliminate the in-slab radiant heating system in the aprons of the concrete driveways. A deduct in the amount of \$18,168.00 has been accepted.
2. The Guaranteed Maximum Price includes the acceptance of an Alternate to provide a Carrier 2-Stage Heating / Cooling System that is connected to the Village's BAS System in lieu of the Carrier "Infinity" System with internet connectivity. A deduct in the amount of \$2,800.00 has been accepted.
3. The Guaranteed Maximum Price includes the acceptance of an Alternate to provide 1' x 6' acoustical ceiling tiles in lieu of 1' x 6' wood ceiling panels. A deduct in the amount of \$24,760.00 has been accepted.

VOLUNTARY ALTERNATE PRICES

1. The Guaranteed Maximum Price includes the acceptance of a Voluntary Alternate to combine and award Bid Package O2A Building Demolition and O2B Earthwork & Foundation Excavation to the same Contractor. A deduct in the amount of \$7,500.00 has been accepted.

VALUE ENGINEERING ITEM PRICES

1. The Guaranteed Maximum Price includes the acceptance of a Value Engineering Item to eliminate the (6) trees around the pond. A deduct in the amount of \$2,975.00 has been accepted.
2. The Guaranteed Maximum Price includes the acceptance of a Value Engineering Item to reduce the size of the trees from 3" to 2.5". A deduct in the amount of \$725.00 has been accepted.
3. The Guaranteed Maximum Price includes the acceptance of a Value Engineering Item to eliminate the thru-wall flashing underneath the cast stone trim. A deduct in the amount of \$1,500.00 has been accepted.
4. The Guaranteed Maximum Price includes the acceptance of a Value Engineering Item to eliminate the standoff wireless wall mounts for the antenna and relocate and increase the length of the structural

mounting pipe system for the antenna. A deduct in the amount of \$833.00 has been accepted.

5. The Guaranteed Maximum Price includes the acceptance of a Value Engineering Item to provide GAF Timberline HD shingles in lieu of GAF Camelot II shingles. A deduct in the amount of \$6,874.00 has been accepted.
6. The Guaranteed Maximum Price includes the acceptance of a Value Engineering Item to provide 6" K-Style gutters in lieu of 7" fabricated box gutters. A deduct in the amount of \$14,155.00 has been accepted.
7. The Guaranteed Maximum Price includes the acceptance of a Value Engineering Item to eliminate (1) of the 3" conduit runs from the tower to the IT Room. A deduct in the amount of \$2,000.00 has been accepted.
8. The Guaranteed Maximum Price includes the acceptance of a Value Engineering Item to eliminate the Card Reader Allowance from the Electrical Scope of Work. A deduct in the amount of \$20,000.00 has been accepted.
9. The Guaranteed Maximum Price includes the acceptance of a Value Engineering Item to eliminate the masonry wall and the associated excavation and concrete footings & foundations at the generator / trash enclosure. A deduct in the amount of \$19,239.00 has been accepted.
10. The Guaranteed Maximum Price includes the acceptance of a Value Engineering Item to eliminate the masonry wall and the associated excavation and concrete footings & foundations at the outdoor patio wall. A deduct in the amount of \$23,100.00 has been accepted.
11. The Guaranteed Maximum Price includes the acceptance of a Value Engineering Item to install an Owner supplied, high end residential hood system in lieu of providing the CaptiveAire kitchen hood system with associated ansul and makeup air systems. A deduct in the amount of \$34,067.00 has been accepted.

EXHIBIT "F"
Unit Prices
Tinley Park Fire Station #47
April 3, 2019

UNIT PRICES

BP-02AB - Building Demolition, Earthwork & Foundation Excavation

Unit Price No. 1: Provide cost per cubic yard to provide additional excavation and removal of unsuitable and/or unstable base and provide compacted CA-1 structural stone backfill in its place.

- The Guaranteed Maximum Price includes this Unit Price in the amount of \$79.20 per cubic yard.

Unit Price No. 2: Provide cost per cubic yard to provide additional excavation and removal of unsuitable and/or unstable base and provide compacted CA-6 structural stone backfill in its place.

- The Guaranteed Maximum Price includes this Unit Price in the amount of \$93.60 per cubic yard.

BP-09C - Floor Covering and Wall Tile

Unit Price No. 3: Provide cost per square foot to provide WAKOL PU Moisture Barrier System.

- The Guaranteed Maximum Price includes this Unit Price in the amount of \$1.38 per square foot.

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

ORDINANCE
NO. 2019-0-015

**AN ORDINANCE ADOPTING THE ANNUAL BUDGET
FOR THE FISCAL YEAR ENDING APRIL 30, 2020
FOR THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS**

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

MICHAEL J. PANNITTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ
JOHN A. CURRAN
Board of Trustees

**ORDINANCE
NO. 2019-0-015**

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

AN ORDINANCE ADOPTING THE ANNUAL BUDGET
FOR THE FISCAL YEAR ENDING APRIL 30, 2020
FOR THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS

WHEREAS, the Board of Trustees of the Village of Tinley Park have prepared for adoption of the Annual Budget for the fiscal year ending April 30, 2020 which said Budget has been and is now on file in the office of the Village Clerk and made available for public inspection for a period of at least ten (10) days prior hereto, and which the said Budget is set forth in Appendix A entitled: Annual Budget, Village of Tinley Park, Fiscal Year ending April 30, 2020, and which said Budget is hereby incorporated into this Ordinance as though fully set out herein; and

WHEREAS, at least one public hearing has been held by the Corporate Authorities as to such Budget; and

WHEREAS, notice of such public hearing in the form and manner as prescribed by law has been given by publication in a newspaper published within the Village; and

WHEREAS, the Board of Trustees of the Village of Tinley Park wish to adopt the Annual Budget for the fiscal year ending April 30, 2020.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees, of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

SECTION ONE

The Annual Budget, as set forth in **Appendix “A,”** is hereby adopted as the Annual Budget for the Fiscal Year ending April 30, 2020, for the Village of Tinley Park. Said Budget as contained in **Appendix “A”** is hereby incorporated as fully as if recited at length herein.

SECTION TWO

That all unexpended balance of any item or items of any general category made in the annual Budget may be expended in making up any insufficiency in any item or items in the same general category and for the same general purpose or in any like category made by the Annual Budget.

SECTION THREE

This Ordinance and the Annual Budget adopted hereby are hereby adopted and pursuant to the home rule powers of the Village of Tinley Park.

SECTION FOUR

That this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED this 16th day of April, 2019 on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 16th day of April 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

APPENDIX “A”

The full budget document for
Fiscal Year Ending April 30, 2020
can be found online at
www.TinleyPark.org

Navigate to the “Transparency Portal” page

The document will be under the heading “Annual Village Budgets”

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No.2019-O-015, “AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR ENDING APRIL 30, 2020 FOR THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 16, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this ___ day of _____ 20__.

 KRISTIN A. THIRION, VILLAGE CLERK

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

RESOLUTION
NO. 2019-R-028

**A RESOLUTION AUTHORIZING TRANSFERS FROM THE GENERAL FUND, WATER AND
SEWER OPERATIONS AND MAINTENANCE FUND, AND COMMUTER PARKING LOT
OPERATIONS AND MAINTENANCE FUND**

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

MICHAEL J. PANNITTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ
JOHN A. CURRAN
Board of Trustees

RESOLUTION NUMBER 2019-R-028**A RESOLUTION AUTHORIZING TRANSFERS FROM THE GENERAL FUND, WATER AND SEWER OPERATIONS AND MAINTENANCE FUND, AND COMMUTER PARKING LOT OPERATIONS AND MAINTENANCE FUND**

WHEREAS, the President and Board of Trustees of the Village of Tinley Park has heretofore established the following capital reserve funds: Capital Improvement, Repair and Replacement Fund; Sewer Rehabilitation and Replacement Fund; Water and Sewer Construction Fund; and Commuter Parking Lot Improvement and Replacement Fund to assist the Village in financing certain capital improvements or the replacement of certain capital items over time; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park has heretofore established a Tax/Bond Stabilization Fund to minimize and to stabilize future tax levy requirements for the Village's debt service requirements for capital improvements financed by bond issues or other debt instruments.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

SECTION ONE

The Village Treasurer is hereby authorized to transfer an amount not to exceed \$9,500,000 from the General Fund of the Village of Tinley Park to the Capital Improvement and Replacement Fund of the Village of Tinley Park for the purpose of purchasing certain capital replacement items during the fiscal year ending April 30, 2020 or thereafter.

SECTION TWO

The Village Treasurer is hereby authorized to transfer an amount not to exceed \$500,000 from the General Fund of the Village of Tinley Park to the Tax/Bond Stabilization Fund to minimize future debt service payments. However, if said transfer contemplated under **Section One** has been limited to an amount less than \$4,000,000, then said transfer to the Tax/Bond Stabilization Fund shall be instead made from the Capital Improvement and Replacement Fund for the purpose aforementioned.

SECTION THREE

The Village Treasurer is hereby authorized to transfer an amount not to exceed \$1,500,000 from the Water and Sewer Operations and Maintenance Fund to the Sewer Rehabilitation and Replacement Fund; and an amount not to exceed \$1,500,000 from the Water and Sewer Operations and Maintenance Fund to the Water and Sewer Construction Fund for the purpose of providing for water and sewer infrastructure rehabilitation, replacement and construction projects during fiscal year ending April 30, 2020 or thereafter.

SECTION FOUR

The Village Treasurer is hereby authorized to transfer an amount not to exceed \$1,000,000 from the Commuter Parking Lot Operations and Maintenance Fund to the Commuter Parking Lot Improvement and Replacement Fund for parking lot rehabilitation, replacement, improvement and construction projects during fiscal year ending April 30, 2020 and thereafter.

SECTION FIVE

The expenditure of funds transferred herein to the Capital Improvement and Replacement Fund, the Sewer Rehabilitation and Replacement Fund, Water and Sewer Construction Fund and the Commuter Parking Lot Improvement Fund shall be made only upon approval of the Village Board and as part of the annual budget for the fiscal year ending April 30, 2020 unless subsequently modified by the Village Board.

SECTION SIX

This Resolution will be in full force and effect upon its adoption and approval.

ADOPTED this 16th day of April 2019

AYES:

NAYS:

ABSENT:

APPROVED this 16th day of April 2019.

VILLAGE PRESIDENT

ATTEST: _____
VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-028, “A RESOLUTION AUTHORIZING TRANSFERS FROM THE GENERAL FUND, WATER AND SEWER OPERATIONS AND MAINTENANCE FUND, AND COMMUTER PARKING LOT OPERATIONS AND MAINTENANCE FUND” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 16, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this _____ day of _____ 20__.

KRISTIN A. THIRION, VILLAGE CLERK

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

ORDINANCE
NO. 2019-0-016

**AN ORDINANCE ESTABLISHING PAY SCALES AND
CERTAIN FRINGE BENEFITS FOR EMPLOYEES FOR THE FISCAL YEAR ENDING
APRIL 30, 2020**

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

MICHAEL J. PANNITTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ
JOHN A. CURRAN
Board of Trustees

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

ORDINANCE NO. 2019-O-016

**AN ORDINANCE ESTABLISHING PAY SCALES AND
CERTAIN FRINGE BENEFITS FOR EMPLOYEES FOR THE
FISCAL YEAR ENDING APRIL 30, 2020**

BE IT ORDAINED by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, as follows:

SECTION ONE

The rates of pay established by Ordinance 2018-O-045 for current employees not covered by a collective bargaining agreement, excluding Meter Readers, part-time Health Inspector, part-time Building Inspector, Videographer, SCADA Engineer, CERT instructor, Part-time Clerk Matron stipend, Part-Time Telecommunicator stipend, Full Time and Lead Telecommunicator stipend, and Part-Time Snow Plow Driver, are hereby increased 2.5% May 1, 2019 (retroactive where applicable).

Retroactive payments shall be made only to those employees who continue to be employed by the Village when said Ordinance herein is adopted and approved.

All employees of the Village of Tinley Park whose positions have been classified as non-management, except employees covered by a collective bargaining agreement as indicated in final paragraph of this section, shall be paid in accordance with the Pay Schedule which is set forth in Appendix "A" commencing on May 1, 2019. Said Schedule as attached hereto and as hereby adopted, is approved and incorporated as fully as if said Pay Schedule had been set out at length herein.

Additionally, all employees of the Village of Tinley Park whose positions have been classified "Management and Professional", except employees covered by a collective bargaining agreement as indicated in final paragraph of this section, shall be paid in accordance with the Pay Schedule which is set forth in Appendix

“B” commencing on May 1, 2019. Said Schedule as attached hereto and as hereby adopted, is approved and incorporated as fully as if said Pay Schedule had been set out at length herein.

Patrol Officers shall be paid in accordance with the pay provisions contained in an agreement between the Village of Tinley Park and the Metropolitan Alliance of Police Tinley Park Police Chapter #192 (hereinafter referred to “MAP”) signature date 6/20/2017, and such successor collective bargaining agreements as may be approved by the Village. Police Sergeants shall be paid in accordance with the terms and conditions of the agreement approved and adopted by the Village Board of Trustees on 6/5/2018, and such successor agreements as may be approved by the Village. Certain Public Works employees shall be paid in accordance with the pay provisions contained in an agreement between the Village of Tinley Park and the International Union of Operating Engineers, Local 150 dated May 20, 2014 and any successor collective bargaining agreements as may be approved by the Village.

SECTION TWO

LONGEVITY PAY - All full time employees, except employees covered by a collective bargaining agreement, shall be entitled to longevity pay increases in accordance with the following schedule:

5 years seniority	-	\$ 60.00 per month
10 years seniority	-	\$ 105.00 per month
15 years seniority	-	\$ 150.00 per month
19 years seniority	-	\$ 195.00 per month

SECTION THREE

FIRE PAY – All fire suppression part time positions will be compensated based on the pay ranges as stipulated in Appendix A.

SECTION FOUR

CERTAIN PART TIME EMPLOYEES, and OTHER STIPENDS

A. Part time SCADA Engineers

Part time SCADA Engineers employed by the Village shall be compensated at the rate of \$40.00 per hour.

B. Meter Readers

Meter Readers shall be compensated at a rate of \$.40 cents per meter reading.

C. Part Time Snow Plow Driver

Part time Snow Plow Driver shall be compensated at a rate of \$25.00 per hour.

D. Part Time Health Inspector

Part time Health Inspector shall be compensated at a rate of \$35.00 per inspection.

E. Part Time Building Inspector

Part time Building Inspector shall be compensated at a rate of \$15.00 per inspection.

F. Part Time Videographer

Part time Videographer shall be compensated at a rate of \$20.00 per hour

G. Part Time CERT Instructor

Emergency Management Personnel who act as instructors for the Community Emergency Response Team (CERT) program will be compensated at a rate of \$20.00 per hour.

H. Part Time Clerk Matron

A part time Clerk/Matron who works the Police Department midnights and/or weekends, shall be eligible to receive an additional stipend of \$2.00 per hour for those hours worked in that shift. In addition, if a part time Clerk/Matron works a Village holiday (as defined in the Village Personnel Manual), they shall receive time and one half (1 ½) of their hourly rate.

I. Full Time and Lead Telecommunicators (New Stipend)

A Full Time Telecommunicator or Lead Telecommunicator that is fully qualified to complete MABAS (Mutual Aid Box Alarm System) duties at the “MABAS desk” shall be eligible to receive a \$0.50 stipend for those hours worked in their shift at the “MABAS desk”.

J. Part Time Telecommunicator

A part time Telecommunicator who works midnights shall be eligible to receive an additional stipend of \$.50 cents per hour for those hours worked in that shift. In addition, if a part time Telecommunicator works a Village

holiday (as defined in the Village Personnel Manual), then he/she shall receive time and one half (1 ½) of their hourly rate.

K. Fire Suppression employee in “Acting Up” role

A fire suppression firefighter, engineer, lieutenant or captain working in an “Acting Up” capacity will be eligible to receive a stipend for each hour worked in that shift only in “Acting Up” capacity. These stipends will be: Firefighter acting as Engineer: Current base pay + \$1.70/hour stipend; Firefighter acting as Officer: Current base pay + \$2.75/hour stipend; Engineer acting as Officer: Current base pay + \$1.50/hour stipend; Lieutenant or Captain acting as Shift Commander: Current base pay + \$3.00/hour stipend.

SECTION FIVE

The 2019-2020 merit increase for management positions specified below shall be up to 4%. The Village Board will determine the maximum merit award that can be received annually. The following positions will not be eligible for cost of living increases, and will be eligible for merit-only pay increases, effective 5/1/2019:

Village Manager, Assistant Village Manager, Director of Human Resources, Deputy Director of Human Resources, Finance Director/Treasurer, Assistant Director of Finance, Manager of Information Technology, Director of Marketing, Director of Public Works, Assistant Director of Public Works, Director of Community Development, Manager of Economic Development, Planning Manager, Building Official, Police Chief, Deputy Police Chief, Police Commander, Fire Chief/Fire Services Administrator, Deputy Chief of Fire Prevention, Deputy Chief of Fire Suppression (Part time), Assistant Fire Chief, Deputy Village Clerk, Village Engineer, Office Coordinator (all), Public Works Superintendent (all), 911 Operations Coordinator, Telecommunications Supervisor, and 911 Quality and Training Coordinator.

SECTION SIX

The rates of pay established in the preceding sections of this Ordinance shall not vest and shall not constitute a property interest in the continuance of any special rate or method of compensation for any public employee, nor shall they be considered a contract of employment or guarantee of continued employment.

SECTION SEVEN

No expense shall be incurred by the Corporate Authority of the Village of Tinley Park or by any committee or member thereof relative to the compensation to be paid to any public employee unless an appropriation has been previously made concerning such compensation. Any expense otherwise incurred in violation of this Section shall be null and void as to the Village of Tinley Park and no money belonging to the Village of Tinley Park shall be paid on account thereof.

SECTION EIGHT

All Ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION NINE

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 immediately upon its passage, approval, and publication as required by law.

PASSED this day of _____, 2019

AYES:

NAYS:

ABSENT:

APPROVED this day _____, 2019.

Jacob C. Vandenberg, President

ATTEST:

Kristin Thirion, Village Clerk

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2019-O-016, “**AN ORDINANCE ESTABLISHING PAY SCALES AND CERTAIN FRINGE BENEFITS FOR EMPLOYEES FOR THE FISCAL YEAR ENDING APRIL 30, 2020,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 16, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of April, 2019.

KRISTIN A. THIRION, VILLAGE CLERK



Interoffice Memo

Date: April 12, 2019

To: Village Board

From: David Niemeyer, Village Manager

Subject: Village Pay Ordinance and Fire Pay Plan

I wanted to follow up with some of the questions that came up at the Board meeting about the Village/Fire Pay Plan.

As Trustee Glotz requested I have included the cost of the 2.5% market wage adjustment for non union employees including benefits. That cost is approximately \$292,000. We are also working on market wage increases from our comparable communities over the last few years that was also requested and we will send that out Monday.

Trustee Glotz also requested information on Fire Department turnover the last 10 years. I am sending that separately to the Board with some additional information about Fire Department costs.

In summary, below are some of the changes to the non union employee plan discussed at the COW:

1. Recognition of MABAS duties with 50 cent stipend for hours worked at MABAS desk by Telecommunicators and LEAD Telecommunicators;
2. Paygrade repositioning of Lead Telecommunicator to the nonmgt023 paygrade; midpoint of that paygrade would be 4.70% below the 60th percentile in order to align more toward market. On its current paygrade, would be 6.53% below the 60th percentile.
3. Reclassification of positions from non-exempt to exempt paygrades in compliance with FLSA, including: Computer Technician to new title Computer Analyst mgt008 paygrade, FOIA and Compliance Coordinator to same title mgt002 paygrade; Quality and Training Coordinator to same title mgt008 paygrade; 911 Operations Coordinator to new title Telecommunications Supervisor mgt021 paygrade;
4. Place Senior Custodian on paygrade immediately adjacent to approved starting rate: nonmgt002b
In addition, we are recommending an additional change to the fire department pay plan based on feedback from fire department employees

Fire Pay Plan implementation effective May 1, 2019 with new recommendation of step increase to recognize longer term employees (20+ years of service to Tinley Park) and reduced acting up stipend (from \$1.75 to \$1.70 for Firefighter acting up to Engineer rank and from \$1.75 to \$1.50 for Engineer acting up to Officer rank) in order to reduce/minimize compression issues for seated position;

The next step would be for the Village Board to approve the annual ordinance to set wage rates for the fiscal year beginning May 1. We are recommending an annual adjustment in the pay scales of 2.5%

based on the attached market survey. All non management non union employees would receive a market wage adjustment of 2.5 %.

Comparatively, our Patrol Officer union employees are eligible to receive annual market wage increases as determined by the Village Board. Our Public Works Local 150 contract remains in negotiations, but the expired contract also indicated that these employees were eligible for annual market wage increases as determined by the Village Board.

Those employees going through steps would be eligible for a performance step increase of up to 3.8% if on the non-management payscale, or 3.0% if on the Exempt professional payscale (and not Merit only). Patrol Officers' pay increased 2.5% in all years of the contract except for 2017, when pay increased by 2.75%. Sergeants' pay is to be set at 20% above patrol rate of pay, and by third year, to be 20% above top patrol rate of pay. Public works step increases in the expired contract were set at 2.5% for each year, based on performance.

New this year is that the step increase will be based on points earned in the evaluation and the employee could receive no step increase, a half step increase or a full step increase based on points. Also please remember that under the new Village pay plan, management employees as shown in the attachment will no longer receive a market wage adjustment. Instead their salary adjustments will be solely based on merit. The recommended range in this ordinance is 0 to 4% based on performance.

An additional new aspect for this year is the paygrades for our recommended Fire Pay Plan, which will have 2% performance step increases for non-management fire suppression personnel. We do not project performance step increases in association with this new plan for fire suppression personnel in the FY2020 fiscal year.

cc: Patrick Carr, Assistant Village Manager
Brad Bettenhausen, Village Treasurer
Denise Maiolo, Director of Human Resources



**Interoffice****Memo****Date:** April 3, 2019**To:** Committee of the Whole**From:** Hannah Lipman, Management Analyst**Subject:** Liquor Code Amendments

Proposed Amended Changes to Liquor Classes (I and J) for Hollywood Casino Ampitheater & Legends Music, LLC

On March 26, 2019, Village staff met with representatives from the Hollywood Casino Ampitheater and Legends Music, LLC (Legends). Present from Legends was Legends District Manager Tom Geigner, Operations Manager Courtney Rourke, and Attorney Robert Anderson.

Currently, the Village's liquor code has two classes (Class I and Class J) that are specific to the Ampitheater. The Class I license applies to all general areas (the hill, concourse, etc). The Class J license applies to tent areas, skybox areas, club rooms, and golden boxes. The petitioner, Legends, is seeking to add alternative service methods and modifications as a means to improve the guest experience and modernize the venue. The purpose of this memo is to discuss several proposed amendments to both liquor classes. Below is an overview of the requests.

Class I Liquor License Requests

Overview:

- Increased areas of alcohol service
- Allowance of additional types of alcoholic beverages (e.g. canned wine beverages)
- Roaming mobile vendors as a means of increasing service (subject to set forth terms)

Legends is requesting that the Class I License be modified to allow for alcohol sales within the fence line (which includes the grassy hill) at two designated points of sale (South Hill Portable and North Hill Portable, see attached map), within a secured temporarily fenced in area when all day concerts play in the parking lot, and within an extended fence line outside of gate 4 and potentially gate 3 when attendance is above 23,000 to allow for more concourse space. In the parking lot, Live Nation works with a company to set up a 6 foot temporary metal chain link fence around the perimeter of the area. Guests enter the gated in area after they walk through security lines and ticketed gates. This fenced in area is secured by both Live Nation security guards as well as officers from the Tinley Park Police Department. The petitioner would also like to request sales of wine by the recyclable can and service of wine coolers up to 25 ounces. They would also like to be allowed to have roaming, mobile vendors selling alcoholic in the lawn area, under certain set forth terms.

Class J Liquor License Requests



Overview:

- Increased areas of alcohol service
- Allowance of additional types of alcoholic beverages (e.g. canned wine beverages)

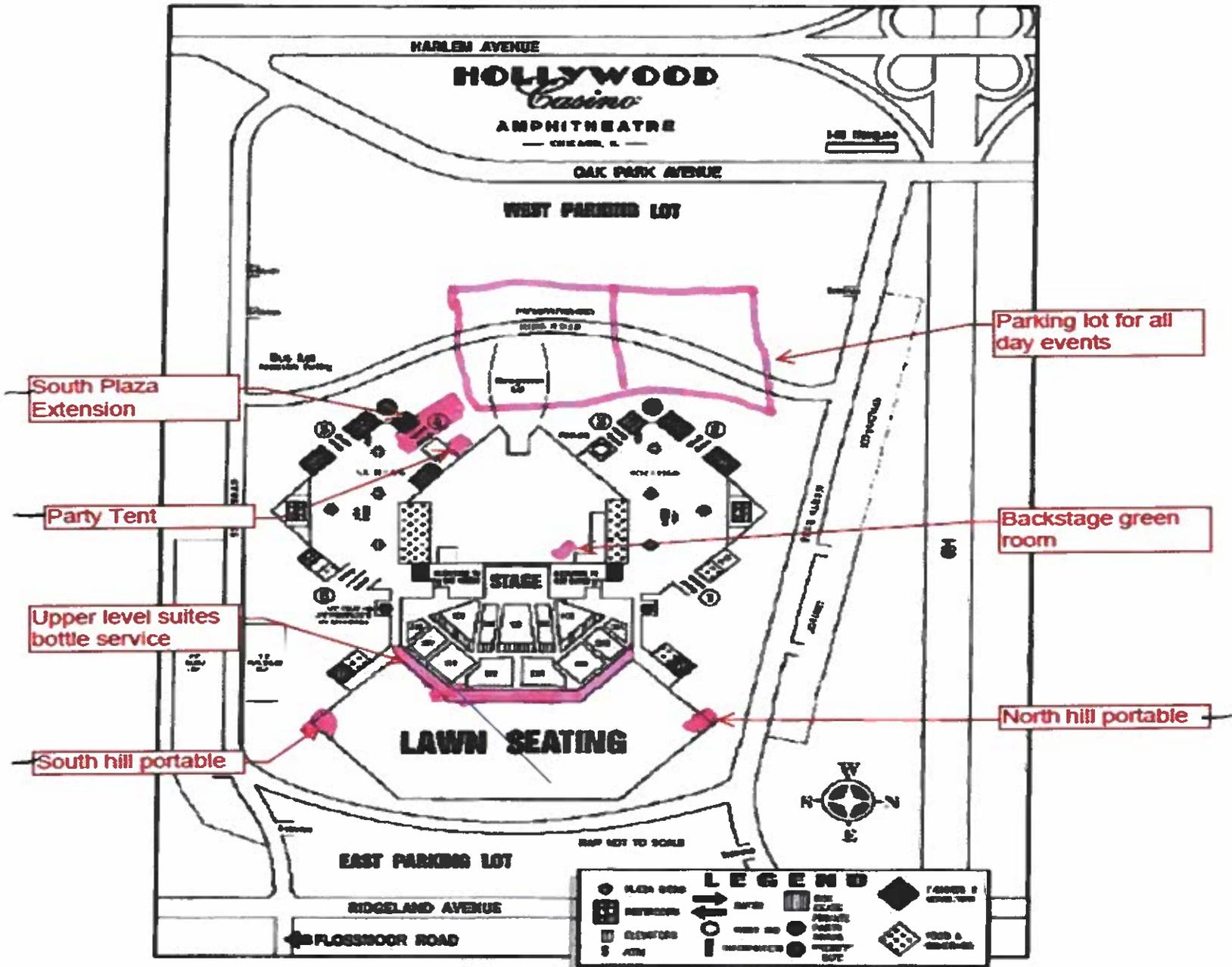
As in the Class I request, the petitioner would like to make a request for sales of wine by the recyclable can and service of wine coolers up to 25 ounces. Legends would like to request that the VIP areas be allowed to sell the same sized drinks as is allowed in the Concession Areas in Class I.

Legends is also requesting that the Class J license allow for guests to be able to take their beverages out of all private VIP areas into the rest of the venue from the VIP area. They are requesting a change to the Class J license to permit the sale of alcohol to guests who have tickets to certain private areas adjacent to the floor boxes, but who do not also hold floor box tickets. Additionally, they would like the statute language to be more universally applicable to allow for reasonable changes (e.g., VIP area names that can be changed based on sponsorships). Lastly, Legends is requesting the sale of alcohol by bottle service in upper Skyboxes.

Attached is a map for your reference.



MAP OF VENUE



HAWKING

- Hawkers will be used in high traffic and crowded areas. Hawkers move around the amphitheatre subject to business needs and per supervision being readily available.
- Hawkers will not be allowed to service guests in the middle of rows for ID purposes. They will be limited to one alcoholic beverage per guest and will ID every guest every transaction.
- Supervisors and alcohol compliance officers will roam throughout to oversee the hawkers.

BOARD COMMENT

EXECUTIVE SESSION

ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- A. THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY.**
- B. LITIGATION, WHEN AN ACTION AGAINST, AFFECTING OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE TRIBUNAL, OR WHEN THE PUBLIC BODY FINDS THAT AN ACTION IS PROBABLE OR IMMINENT, IN WHICH CASE THE BASIS FOR THE FINDING SHALL BE RECORDED AND ENTERED INTO THE MINUTES OF THE CLOSED MEETING.**
- C. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.**
- D. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.**