

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, August 20, 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 MEETING HELD ON AUGUST 6, 2019.

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

COMMENTS: _____

ITEM #3

SUBJECT: CONSIDER ADOPTING RESOLUTION 2019-R-087 RECOGNIZING DEAN, DREW, AND GWEN FORST ON ASSISTING A NEIGHBOR IN DISTRESS - **Trustee Glotz**

ACTION: Discussion: On July 19, 2019, Linda Knight was walking alone in her neighborhood and fell on Budingen Lane without a cellphone, sustaining injuries. The Forst kids witnessed the incident and came to her assistance, eventually ensuring that timely medical assistance arrived on site. Ms. Knight wants to recognize the quick actions of these resourceful young children in ensuring the situation did not become worse. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #4

SUBJECT: CONSIDER RECOGNIZING POLICE OFFICER ROBERT SHERVINO ON BEING NAMED ILLINOIS DARE OFFICER OF THE YEAR. - **Trustee Brennan**

ACTION: Discussion: On June 14, 2019, Officer Bob Shervino was named Illinois DARE (Drug Abuse Resistance Education) Officer of the Year at the Annual DARE and Juvenile Officers Conference in Peoria. Officer Shervino's law enforcement career started 24 years ago as a cadet in Orland Hills and a community service officer for the Orland Park Police Department. He became a Tinley Park police officer in 2000 and has been a DARE officer since 2002. Bob is responsible for graduating over 5,500 fifth graders over the course of his career and has chaired a DARE committee of volunteers for several years. He is a member of the department's Active Shooter Educational Team that helps students and staff with information and options on how to survive an active shooter incident. Bob is also a veteran field training officer, elderly service officer, and Crisis Intervention Team member. Bob's uncle, Sam Shervino, was a sergeant with the Tinley Park Police Department for over 30 years; and his brother, Steve, is a Plainfield officer. Bob often draws inspiration from them and credits much of his success and dedication from following their lead. Bob was selected by the Illinois DARE Officers Committee from a pool of over 100 nominations. **No specific action.**

COMMENTS: _____

ITEM #5

SUBJECT: CONSIDER THE APPOINTMENT OF CONNOR RICH TO THE POSITION OF PUBLIC WORKS INVENTORY TECHNICIAN - **Trustee Glotz**

ACTION: Discussion: The Village recently conducted an internal recruitment for an Inventory Technician, following the promotion of another employee and a change in civil service classification. A thorough interview process was conducted and it was determined that Connor Rich was the best candidate. Connor has worked for the Village as a part time Seasonal II employee in Public Works since August 2017 in the Streets and Water divisions. He has prior experience with Burr Ridge and with the Tinley Park Park District, and is a graduate of Tinley Park High School. **Consider the appointment of Connor Rich to the position of Public Works Inventory Technician effective August 21, 2019.**

COMMENTS: _____

ITEM #6

SUBJECT: CONSIDER THE FOLLOWING COMMISSION APPOINTMENTS FOR FISCAL YEAR 2020 – **President Vandenberg**

ACTION: Discussion: The following Commission/Committee appointments are being made for the 2020 Fiscal Year :

Community Resource

Don Budny
Ron Centanni
Mike Cutrano
Janet Czuchra
Debbie Melchert
Michael Sevier
Al Siegers
Barbara Whalen
Garrett Gray, Associate

Environmental

Antonio Halek, Chair
Aireen Arellano
Jeffery Loftus
Frank Markowicz

Veterans Commission

Wiley Roberts, Chair
Robert Baisa
Norm Pestlin
Doug Rasmusen (William)
Bill Porter
(American Legion Commander)
Jim Hudik
(VFW Commander)
Christine Hansley
Ken Wrezzes, Associate
Robert Ballard
(Submarine Rep., Associate)
Eva J. Reyes
(Amer. Leg. Aux. Rep., Assoc.)
Jim Taylor
(Marine Corp Rep., Associate)

Civil Service

Terrance Sullivan, Chair
Barbara Moore
Martin Gainer

Zoning Board

Steve Sepessy, Chair
Bob Paszyk
Jennifer Vargas
James Fritts
Donald Bettenhausen
Kellie Schuch

Crime Prevention

Dina Navas
Gregory Serratore
Don Larsen
Camille Hicks
Colleen Shaughnessy
Maureen Levins

ETSB

Trustee Brennan
Pat Carr
Forest Reeder
John Urbanski
Matthew Walsh

DARE

Bob Shervino
Rich Adamski
Keith Schissler
Stella Sierra-Cruz
Don Budny, Associate
Debbie Melchert, Associate
Ron Centanni, Associate

- A. CONSIDER ADOPTING ORDINANCE 2019-O-045 AUTHORIZING THE DISPOSAL OF SURPLUS PERSONAL PROPERTY OWNED BY THE VILLAGE OF TINLEY PARK.
- B. CONSIDER ADOPTING RESOLUTION 2019-R-086 APPROVING THE RELEASE OF MINUTES FROM CERTAIN EXECUTIVE SESSION MEETINGS.
- C. CONSIDER REQUEST FROM HARALD VIKING LODGE #13 TO CONDUCT A QUEEN OF HEARTS RAFFLE BEGINNING SEPTEMBER 3, 2019, WITH THE WINNER BEING DRAWN EACH TUESDAY AT AT THE VIKING LODGE, 6730 175TH STREET.
- D. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$3,478,148.97 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED AUGUST 9 AND AUGUST 16, 2019.

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

COMMENTS: _____

ITEM #8

SUBJECT: CONSIDER ADOPTING ORDINANCE NUMBER 2019-O-046 AMENDING TITLE XI, CHAPTER 112.22 OF THE TINLEY PARK MUNICIPAL CODE - ADDITION OF ONE (1) CLASS E LIQUOR LICENSE (SPEEDY BURRITOS, 7108 171ST STREET) - **President Vandenberg**

ACTION: Discussion: The proposed Ordinance would increase the Class E Liquor Licenses by one (1). The applicant currently operates a full service restaurant at 7108 171st Street, Tinley Park, IL 60477.

Upon approval of this Ordinance, the total number of Class E Liquor Licenses would be eight (8). **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #9

SUBJECT:

CONSIDER ORDINANCE 2019-O-047 APPROVING TEXT AMENDMENTS TO SECTION V.C.9.E (GLARE) OF THE ZONING ORDINANCE TO INCORPORATE LIGHTING REGULATIONS FOR MULTI-FAMILY, COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS - **Trustee Mueller**

ACTION:

Discussion: Staff has proposed a draft Text Amendment to the performance standards that regulates glare for multi-family, commercial and industrial districts. Proposed changes to the Zoning Ordinance regulating glare include additional definitions related to lighting, establishing minimum and maximum parking lot pole heights, and the creation of acceptable average light levels based on the type of use. Car dealerships will have their own unique level of lighting based on the nature of their operations with the display of vehicles and security concerns. The ordinance also addresses nonconforming properties that do not meet the new regulations.

Moving forward, staff believes it makes sense to provide additional guidelines for regulating exterior lighting to promote attractive new development and aid developers in preparing their plans for review by the Village.

The Community Development Committee directed staff at the May 28, 2019 meeting to draft regulations to amend the Zoning Code. Th draft regulations were discussed and reviewed by the Plan Commission at a Public Hearing on June 21, 2019; the Commission voted 4-0 to recommend APPROVAL of the Text Amendments. **The is Ordinance is eligible for first reading.**

COMMENTS:

ITEM #10

SUBJECT:

CONSIDER ORDINANCE 2019-O-048 GRANTING TEXT AMENDMENTS TO SECTIONS II.B (DEFINITIONS), V.B. SCHEDULE I (SCHEDULE OF PERMITTED USES), VIII.A.10. (NUMBER OF PARKING SPACES REQUIRED), AND XII (LEGACY CODE) SECTION 3, TABLE 3.A.2 (PROHIBITED USES) OF THE VILLAGE OF TINLEY PARK ZONING ORDINANCE, TO REGULATE BANQUET FACILITIES AS A SPECIAL USE, PERMITTED USE OR PROHIBITED USE - **Trustee Mueller**

ACTION:

Discussion: The Tinley Park Zoning Ordinance currently regulates banquet facilities as a “Permitted Use” in the Office and Restricted Industrial (ORI) and General Manufacturing (M-1) Zoning Districts. It is not identified as a permitted or special use in any other district. In addition, there is no definition provided for banquet facilities. The proposed text amendments will allow banquet facilities as a special use in the B-1, B-2, B-3, and B-4 districts and a permitted use in the B-3 district with limitations related to the size of the facility; it will be a prohibited use in the B-5 and all legacy districts. In addition, a proposed definition will be added to the Zoning Ordinance to assist in distinguishing this use from other similar uses in the code and specific parking requirements related to banquet facilities as a means to mitigate any potential impact on surrounding land uses. The Plan Commission held a Public Hearing on August 1, 2019 and unanimously recommended the proposed text amendments for approval to the Village Board. **This Ordinance is eligible for first reading.**

COMMENTS:

ITEM #11

SUBJECT: CONSIDER ADOPTING RESOLUTION 2019-R-083 APPROVING A CONTRACT EXTENSION WITH BEVERLY SNOW & ICE INC FOR SNOW AND ICE REMOVAL AT TWENTY-ONE (21) PARKING LOT LOCATIONS IN THE VILLAGE OF TINLEY PARK - **Trustee Glotz**

ACTION: Discussion: In 2018, the Village of Tinley Park competitively bid the service contract for snow removal by a qualified contractor for twenty-one (21) parking lot locations located throughout the Village. The bids were required to include pricing for two (2) optional contract extensions of one (1) year each that may be approved at the sole discretion of the Village. Beverly Snow & Ice Inc. provided the Village with acceptable service levels during the 2018-19 winter season. Funds for this contract are budgeted and available in the current fiscal year budget.

The estimated amount of this contract extension is \$342,720, but can vary based on the frequency and amounts of snow removal required. This item was discussed at the Public Works Committee meeting held August 13, 2019. Consider awarding a contract extension to Beverly Snow & Ice Inc. for Fiscal Year 2020 Parking lot Snow Removal. **This Resolution is eligible for adoption.**

COMMENTS:

ITEM #12

SUBJECT: CONSIDER ADOPTING RESOLUTION 2019-R-084 APPROVING THE CONTRACT EXTENSION WITH ZENERE TRUCKING AND EXCAVATION FOR SNOW REMOVAL IN THE CUL-DE-SACS IN THE VILLAGE OF TINLEY PARK - **Trustee Glotz**

ACTION: Discussion: In 2017, the Village of Tinley Park competitively bid its 252 cul-de-sacs for snow removal. The contract terms allow the Village, at its sole discretion, to extend the agreement up to two (2) additional years. Zenere Trucking and Excavating provided the Village with acceptable service levels during the 2017-18 and 2018-19 winter season. This service contract would be 2% higher than the previous year per the contract. Staff is recommending that the Village exercise its option to extend the agreement with Zenere Trucking and Excavating for the 2019-20 snow season. The estimated amount of this contract extension is \$236,250, but can vary based on the frequency and amounts of snow removal required.

This item was discussed at the Public Works Committee meeting held August 13th, 2019. Consider awarding a contract extension to Zenere Trucking & Excavating for Fiscal Year 2020 Cul-de-sac Snow Removal. **This Resolution is eligible for adoption.**

COMMENTS:

ITEM #13

SUBJECT: CONSIDER ADOPTING RESOLUTION 2019-R-089 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND J & J NEWELL CONCRETE CONTRACTORS, INC. FOR 2019 SIDEWALK GAP PROGRAM - **Trustee Glotz**

ACTION: Discussion: The Public Works Department, in its role to maintain its Village-owned sidewalk, has added a separate line item in the FY2020 Budget to construct new sidewalks along a number of selected streets throughout the Village.

This service contract was advertised in the local newspaper and on Quest CDN. Three (3) sealed bids were received on August 2, 2019. The low, responsible bidder was J&J Newell Concrete Contractors, Inc. in the amount of \$131,217.50. Village staff has worked with this contractor before and found it to be a credible, trustworthy contractor and it is also IDOT prequalified.

<u>Contractor</u>	<u>Location</u>	<u>Bid Total</u>
J&J Newell Concrete Contractors, Inc.	Burnham, IL	\$131,217.50
Davis Concrete Construction Company	Monee, IL	\$161,430.00
M&J underground, Inc.	Monee, IL	\$190,550.00

Engineer's Estimate \$149,930.00

Budget Available: \$150,000 (Sidewalk Gap Program Fund)

This item was discussed at the Public Works Committee Meeting held on August 13, 2019. Consider awarding a contract to J & J Newell Concrete Contractors, Inc. in the amount of \$131,217.50. **This Resolution is eligible for adoption.**

COMMENTS:

ITEM #14

SUBJECT: CONSIDER ADOPTING RESOLUTION 2019-R-085 APPROVING A CONTRACT EXTENTION WITH B&B HOLIDAY DECORATING, LLC, DES PLAINES, IL FOR THE 2019 CHRISTMAS DECORATIONS - **Trustee Glotz**

ACTION: Discussion: In 2018, the Village of Tinley Park put a request for proposal (RFP) for Christmas lighting and decoration services in the downtown area. B&B Holiday Decorating was awarded a contract. The contract allows the Village of Tinley Park to renew the contract in one (1) year increments at the Village's discretion. B & B Holiday Decorating provided the Village with acceptable service levels during the 2018-2019 holiday season. As such, staff is recommending that the Village exercise its option to extend the agreement for the 2019-2020 holiday season. Funds for the contract are budgeted and available for this expenditure.

Consider awarding a contract for the 2019 Downtown Christmas Decorations to B&B Holiday Decorating, LLC, Des Plaines, IL at a cost not to exceed \$32,925.82. This contract was discussed at the Public Works Committee held August 13, 2019. **This Resolution is eligible for adoption.**

COMMENTS:

ITEM #15

SUBJECT: CONSIDER ADOPTING RESOLUTION 2019-R-090 FOR THE APPROVAL OF THE PURCHASE AND INSTALLATION OF NEW HOLIDAY ILLUMINATED DECORATIONS FOR DOWNTOWN TINLEY - **Trustee Berg**

ACTION: Discussion: In preparation for the 2019 Holiday season, the following Holiday decorations for Downtown Tinley are recommended for purchase:

- Four 6' 6" illuminated snowflakes at \$14, 944.00;
- One 9' 8" illuminated reindeer at \$4,273.50;
- Three 6'6" illuminated reindeer at \$6,854.00;
- One 6'6" illuminated reindeer at \$3,757.05;
- One fountain light up display \$ 11,050.00; and
- Installation, takedown, maintenance and storage costs of \$9,810.00.

The total purchase and installation cost of \$ 50,688.55. These decorations were budgeted for in the FY20 marketing budget and discussed by the Public Works Committee on August 13, 2019 and recommended for approval. **This Resolution is eligible for adoption.**

COMMENTS:

ITEM #16

SUBJECT: CONSIDER ADOPTING RESOLUTION 2019-R-088 AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN CONSOLIDATED HIGH SCHOOL DISTRICT 230 AND THE VILLAGE OF TINLEY PARK PROVIDING FOR A SCHOOL RESOURCE OFFICER - **Trustee Brennan**

ACTION: Discussion: Under the terms of the new School Resource Officer (SRO) agreement, a Tinley Park police officer would be assigned to the high school throughout the school year. The agreement was revised to create a standardized agreement among all the municipalities serving the three high schools in District 230 - Stagg (Palos Hills), Sandburg (Orland Park) and Andrew (Tinley Park). Duties of the School Resource Officer will include, but are not limited to, the following:

- 1) Protecting school property, students, school personnel, and visitors from criminal activity by patrolling the school building and grounds and attending school functions;
- 2) Enforcing state and local criminal laws and ordinances;
- 3) Taking appropriate action on violations of the law involving juveniles; and
- 4) Working with the Andrew High School administration and teaching staff concerning safety, drug education, conduct, counseling, and preventative discipline.

Per the terms of the agreement, the school will pay the Village an annual sum for the SRO's services. For the first year of the agreement, the payment to the Village will be \$104,334.60. In subsequent years of the agreement, the payment shall be increased annually by two and one-half percent (2.5%). The agreement will continue until terminated, with 60 days notice by either party. This item was discussed at the Public Safety Committee meeting held on August 13, 2019. **This Resolution is eligible for adoption.**

COMMENTS:

ITEM #17

SUBJECT: RECEIVE COMMENTS FROM THE STAFF -

COMMENTS:

ITEM #18

SUBJECT: RECEIVE COMMENTS FROM THE BOARD -

COMMENTS:

ITEM #19

SUBJECT: RECEIVE COMMENTS FROM PUBLIC -

COMMENTS:

ITEM #20

SUBJECT: ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- A. 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 PUBLIC BODY TO DETERMINE ITS VALIDITY.
- B. 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.
- C. THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY.

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 AUGUST 6, 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 August 6, 2019. President Vandenberg called this meeting to order at 7:30 p.m. and led the Board and audience in the Pledge of Allegiance.

Village President:	Jacob C. Vandenberg
Village Clerk:	Kristin Thirion
Trustees:	Cynthia A. Berg William P. Brady William A. Brennan Diane M. Galante Michael W. Glotz Michael G. Mueller
Absent:	None
Also Present:	
Village Manager:	David Niemeyer
Asst. Village Manager:	Patrick Carr
Village Attorney:	Patrick Connolly

Motion was made by Trustee Berg, seconded by Trustee Mueller, to approve the agenda as written or amended for this meeting. Vote by voice call. President Vandenberg declared the motion carried.

Motion was made by Trustee Brady, seconded by Trustee Mueller, to approve and place on file the minutes of the regular Village Board Meeting held on July 16, 2019. Vote by voice call. President Vandenberg declared the motion carried.

At this time the Board received a **PRESENTATION FROM KRISTINE RESLER, BOARD PRESIDENT, BREMEN HIGH SCHOOL DISTRICT 228** regarding key accomplishments from the past year for the High School District.

Motion was made by Trustee Berg, seconded by Trustee Brennan, to **PROCLAIM THE RECOGNITION OF THE 150TH ANNIVERSARY OF ELEMENTARY SCHOOL DISTRICT 159**. The Village of Tinley Park extends Elementary School District 159 congratulations on its 150th anniversary and proclaims August 17, 2019, as "Elementary School District 159 Day". Vote by voice call. President Vandenberg declared the motion carried.

At this time Clerk Thirion **CONDUCTED A SWEARING IN CEREMONY FOR FIREFIGHTERS ANDRES ALVAREZ AND ALEXANDER TESSARI**.

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Motion was made by Trustee Berg, seconded by Trustee Brady, to **APPOINT THE FOLLOWING STAFF FOR THE 2020 FISCAL YEAR**. The following staff appointments are being made for the 2020 Fiscal Year:

- David Niemeyer, Village Manager
- Patrick Carr, Assistant Village Manager & Emergency Management & Communications Director
- Brad Bettenhausen, Treasurer
- Forest Reeder, Fire Services Administrator
- Denise Maiolo, Human Resource Director
- Donna Framke, Marketing Director
- Kimberly Clarke, Community Development Director
- Matthew Walsh, Police Chief
- Kevin Workowski, Public Works Director
- Colby Zemaitis, Village Engineer
- Peterson, Johnson & Murray Chicago LLC, Village Attorneys

President Vandenberg asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

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

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

- A. CONSIDER REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, AUGUST 10, 2019, ON SHETLAND DRIVE FROM TRUNBERRY LANE TO TAYSIDE LANE FROM 10:00 A.M. TO 10:00 P.M.
- B. CONSIDER REQUEST FOR A BLOCK PARTY PERMIT ON SUNDAY, SEPTEMBER 1, 2019, IN THE BARON COURT CUL DE SAC FROM NOON TO 10:00 P.M.
- C. CONSIDER PAYMENT OF IMPACT FEES IN THE AMOUNT OF \$13,600 TO KIRBY SCHOOL DISTRICT 140 FROM THE ESCROW FUND.
- D. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$2,559,646.36 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED JULY 19, JULY 26, AND AUGUST 2, 2019.

President Vandenberg 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: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

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Motion was made by Trustee Mueller, seconded by Trustee Glotz, to **ADOPT ORDINANCE 2019-O-040 GRANTING VARIATIONS FROM SECTION III.F. (REQUIRED SETBACKS) AND SECTION III.I. (ACCESSORY STRUCTURES AND USES) OF THE ZONING ORDINANCE, TO PERMIT A STORAGE SHED TO BE LOCATED IN A UTILITY EASEMENT, TWO FEET FROM THE SIDE YARD LOT LINE INSTEAD OF THE REQUIRED FIVE FEET, AND 5.6 FEET FROM THE PRINCIPAL STRUCTURE INSTEAD OF THE REQUIRED 10 FEET, AT 18311 COTTONWOOD DRIVE IN THE R-2 (SINGLE-FAMILY RESIDENTIAL) ZONING DISTRICT.** The Petitioners, Robert & Cozette, are requesting the Variations to install a 100-square-foot (10'x10') storage shed that encroaches three (3) feet into the required 5-foot setback from a property line yard, in a public utility and drainage easement and is located within 10-feet of the principal structure. The shed will be in the side yard of the home between the house and the existing fence. The shed location was chosen so that it did not block windows views and is located near an existing walkway for easy access. The Village Engineer has reviewed the proposed location and has no concerns with drainage or location within the public utility and drainage easement. The shed will have a fiber cement siding exterior and shingled roof.

The Zoning Board of Appeals held a Public Hearing on July 11, 2019 and voted 6-0 to unanimously recommend approval of the requested Variation in accordance with plans as listed in the "List of Reviewed Plans" and recommended conditions in the July 11, 2019 Staff Report. President Vandenberg 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: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to **ADOPT ORDINANCE 2019-O-041 GRANTING A VARIATION FROM SECTION III.J. (FENCE REGULATIONS) OF THE ZONING ORDINANCE, TO PERMIT A SIX FOOT TALL PRIVACY FENCE TO EXTEND 25 FEET INTO THE REQUIRED SECONDARY FRONT YARD WHERE A FENCE ENCROACHMENT IS NOT PERMITTED AT 9349 178TH STREET IN THE R-3 PD (SINGLE-FAMILY RESIDENTIAL, TIMBERS EDGE PUD) ZONING DISTRICT.** The Petitioner, Michael Burtner (owner), is seeking a 25 foot fence Variation from Section III.J. (Fence Regulations) of the Zoning Ordinance, to permit a six foot tall privacy fence to extend up to 25 feet into the required secondary front yard. The Petitioner has requested the Variation due to their block's development pattern, high level of traffic on 94th Avenue, and privacy from a commercial shopping center across the street. The Zoning Board of Appeals held a Public Hearing on July 11, 2019, and voted 6-0 to recommend approval of the requested Variation in accordance with plans as listed in the "List of Reviewed Plans" in the July 11, 2019 Staff Report. President Vandenberg 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: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Brady, to **ADOPT ORDINANCE 2019-O-042 GRANTING A VARIATION FROM SECTION IX.J.4 (SIGN REGULATIONS FOR ELECTRONIC MESSAGE CENTERS) OF THE ZONING ORDINANCE, TO PERMIT AN ELECTRONIC MESSAGE CENTER TO BE 40.1 PERCENT OF THE TOTAL ALLOWABLE SIGN FACE AREA OF A FREESTANDING SIGN, WHERE THE MAXIMUM IS 20 PERCENT, AT THE PROPERTY LOCATED AT 17801 S. LAGRANGE ROAD IN THE B-3 PD (GENERAL BUSINESS AND COMMERCIAL, CHI-TOWN HARLEY PUD) ZONING DISTRICT.** The Petitioner, George Tragos of Chi-Town Harley-

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Davidson, is seeking the Variation to permit a 48 square foot electronic message center to be incorporated into a new freestanding sign with a total size of 119.8 square feet, located along LaGrange Road. The addition size of the electronic message center will increase the visibility of the messages to vehicles traveling on LaGrange Road. The sign will meet all other zoning code requirements.

The Zoning Board of Appeals held a Public Hearing on July 11, 2019, and voted 6-0 to unanimously recommend approval of the requested Variation, in accordance with plans as listed in the "List of Reviewed Plans" in the July 11, 2019, Staff Report and with the conditions that the stone used on the sign should be red or tan in color to be more consistent with the color of the principal building. President Vandenberg 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: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Berg, to **ADOPT RESOLUTION 2019-R-081 APPROVING THE LOURDES-STAAKMANN PLAT OF SUBDIVISION CONSOLIDATING THREE RESIDENTIAL LOTS LOCATED AT 17130 67TH COURT IN THE R-4 (SINGLE-FAMILY RESIDENTIAL) ZONING DISTRICT.** The Petitioners, Erica Techeira and Jason Rosater, are requesting approval of a Final Plat of Subdivision for their properties located at 17130 67th Court. The Plat will consolidate three separate lots and allow the petitioners to construct an approximately 2,200 square foot home addition onto the existing house. The Petitioners were approved for a masonry waiver for the addition at the July 23, 2019 Community Development Committee meeting. The Plat of Subdivision has been reviewed and approved by the Village Attorney and the Village Engineer. The Plat was also reviewed by the Plan Commission on July 18, 2019 and voted 5-0 unanimously to recommend approval by the Village Board. President Vandenberg 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: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Glotz, seconded by Trustee Berg, to **WAIVE FIRST READING AND ADOPT ORDINANCE 2019-O-044 GRANTING A VARIATION FROM SECTION III.J. (FENCE REGULATIONS) OF THE ZONING ORDINANCE, TO PERMIT A FOUR FOOT (4') TALL OPEN-DESIGN FENCE TO EXTEND 25 FEET (25') INTO THE REQUIRED PRIMARY FRONT YARD WHERE A FENCE ENCROACHMENT IS NOT PERMITTED AT 17130 67TH COURT IN THE R-4 (SINGLE-FAMILY RESIDENTIAL) ZONING DISTRICT.** President Vandenberg asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Berg, to **ADOPT ORDINANCE 2019-O-044 GRANTING A VARIATION FROM SECTION III.J. (FENCE REGULATIONS) OF THE ZONING ORDINANCE, TO PERMIT A FOUR FOOT (4') TALL OPEN-DESIGN FENCE TO EXTEND 25 FEET (25') INTO THE REQUIRED PRIMARY FRONT YARD WHERE A FENCE ENCROACHMENT IS NOT PERMITTED AT 17130 67TH COURT IN THE R-4 (SINGLE-FAMILY RESIDENTIAL) ZONING DISTRICT.** The Petitioners, Erica Techeira and Jason Rosater, are seeking the Variation to permit the replacement of a fence located in the primary front yard at 17130 67th Court. The fence would replace an existing deteriorated fence and limit public access to the creek area adjacent to their property. The fence would be four feet (4')

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Special Meeting of the Board of Trustees - Minutes

tall, open-design and match the fencing style that currently runs over the creek. The fence is part of a number of changes proposed to the property that include a home addition and exterior changes. The Plan Commission held a Public Hearing on July 18, 2019, and voted 4-1 to recommend approval of the requested Variation in accordance with plans as listed in the "List of Reviewed Plans" and Findings of Fact in the July 18, 2019 Staff Report. President Vandenberg asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to **ADOPT RESOLUTION 2019-R-079 ADOPTING A FOUNDATION ONLY POLICY FOR COMMERCIAL BUILDING PERMITS**. Staff has received increasing requests to issue "foundation-only" permits on some of the larger projects that have been entitled through zoning but have not submitted full construction documents (CD) for permit issuance. While the Tinley Park Comprehensive Building Code currently provides for issuing "foundation- only" permits, there is little guidance as to what conditions precipitate their issuance, what security the Village should obtain as protection for a phased permitting process, and what submittals are required to issue such a permit. The adoption of this policy will increase efficiencies within the department and improve customer service. "Foundation-only" permits will be limited to commercial properties. President Vandenberg 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: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Glotz, seconded by Trustee Brady, to **ADOPT RESOLUTION 2019-R-080 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND HOMEWOOD DISPOSAL SERVICES FOR WASTE AND RECYCLING COLLECTION**. The current waste and recycling collection contract expires on September 30, 2019. Staff prepared and advertised an RFP for waste and recycling collection services. There were three (3) qualified vendors that submitted proposals. They were: Waste Management (\$25.62 per month), Republic Services (\$26.16 per month) and Homewood Disposal (\$24.49 per month). Homewood Disposal Services submitted the lowest monthly price of \$24.49. Included in this price are:

1. Unlimited refuse and recycling collection per contract terms;
2. Collection of bulk items;
3. Disabled Veteran Discount;
4. Senior Citizen Discount;
5. Christmas Tree Collection;
6. E-Waste collection (2 times per year); and
7. Condo/Townhome HOA Optional Service.

Staff is recommending an eight (8) year contract, starting at \$24.49 per month (Billed Quarterly) with a 3.5% annual escalator after year one. This was approved at the July 9, 2019, Public Works Committee Meeting. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. Trustee Glotz noted that this contract has several new items that the previous refuse contract did not have. New items include a disabled veterans discount, senior citizen discount, Christmas tree collection, E-Waste collection (2 times per year), and Condo/Townhome HOA Optional Service. Trustee Glotz also noted that Homewood Disposal Services did not raise the rates this past year. Trustee Brady asked about the discount for disabled veterans and seniors. Assistant Village Manager Carr noted disabled veterans and senior citizens discounts. President Vandenberg congratulated Mr. Carr and staff for a job well done developing this contract. Village Attorney Connelly stated that a minor revision to the terms section of the

August 6, 2019 | 6

Special Meeting of the Board of Trustees - Minutes

agreement will be made which includes, notification by the Village to Homewood Disposal of its intent to not renew the contract one year in advance prior to the end of the eight year term. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Glotz, seconded by Trustee Brennan, to **CONSIDER ADOPTING ORDINANCE 2019-O-043 AMENDING TITLE IX CHAPTER 96 SECTION 07 OF THE TINLEY PARK MUNICIPAL CODE ENTITLED "GARBAGE CONTAINER SPECIFICATIONS"**. This Ordinance amends certain Village Code provisions pertaining to the Village's refuse collection system. This is a companion Ordinance to the new refuse collection contract just considered. Specifically, the Ordinance amends the prior provision regarding allowable container dimensions and disposal methods. President Vandenberg 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: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Glotz, seconded by Trustee Berg, to **CONSIDER ADOPTING RESOLUTION 2019-R-082 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND SUPERIOR PUMPING SERVICES FOR POST 5 PUMP AND SOFTSTART REPLACEMENT**. Due to the recent failures at Post 5 (171ST & 80th Ave.) Lift Station, Public Works is requesting to waive the bidding process and award a contract to the Village's current maintenance company to perform emergency repairs to this high priority lift station.

<u>Contractor</u>	<u>Location</u>	<u>Bid</u>
Superior Pumping Services	Hobart, IN	\$185,950.00

Consider awarding a contract to Superior Pumping Services in the amount of \$185,950.00. This item was discussed at the Committee of the Whole Meeting held on August 6, 2019. President Vandenberg 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: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

At this time, President Vandenberg asked if anyone from Staff would care to address the Board.

Village Treasurer Brad Bettenhausen announced that the Village has received notification from the Government Finance Officers Association (GFOA) that the submission of the Village's recent "Annual Report" (identified as a submission for fiscal year 2018) has met the requirements of the GFOA Popular Annual Financial Reporting (PAFR) review program.

The Village has received the "trifecta" of awards offered by the GFOA related to financial reporting:

- Certificate of Achievement for Excellence in Financial Reporting (for our CAFR; audit report – we recently received our 27th award)
- Distinguished Budget Presentation Award (for our annual budget presentation – we recently received our first award)
- Award for Outstanding Achievement in Popular Annual Financial Reporting (for our "popular report"/Annual Report)

August 6, 2019 | 7

Special Meeting of the Board of Trustees - Minutes

Fire Chief Forest Reeder thanked all those who participated the Tinley Park Firefighters Association 2nd Annual Charity Golf Outing on July 25th. Funds raised benefited GiGi's Playhouse.

Marketing Director Donna Framke invited all to the Music In the Plaza on Saturday, August 10th at 7:00 p.m. at the Oak Park Avenue Train Station. This event will feature HiFi Superstar and awards will be distributed to the Benches on the Avenue Artists. This is also "Meet the Artist" night.

At this time, President Vandenberg asked if anyone from the Board would care to address the Board.

President Vandenberg sent congratulations to the Public Safety team for a successful "Night Out Against Crime." He thanked Trustee Glotz for filling in for him the past two Village Board meetings. He congratulated Trustee Brennan and his upon the arrival of his new baby.

At this time, President Vandenberg asked if anyone from the Public would care to address the Board.

Mike Stuckly stated is concerns about information received from a recent FOIA request.

Motion was made by Trustee Glotz, seconded by Trustee Brady, at 8:23 p.m. to adjourn to Executive Session to discuss the following:

- A. 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 PUBLIC BODY TO DETERMINE ITS VALIDITY.
- B. DISCUSSION OF MINUTES OF MEETINGS LAWFULLY CLOSED UNDER THIS ACT, WHETHER FOR PURPOSES OF APPROVAL BY THE BODY OF THE MINUTES OR SEMI-ANNUAL REVIEW OF THE MINUTES AS MANDATED BY SECTION 2.06.
- C. COLLECTIVE NEGOTIATING MATTERS BETWEEN THE PUBLIC BODY AND ITS EMPLOYEES OR THEIR REPRESENTATIVE, OR DELIBERATIONS CONCERNING SALARY SCHEDULES FOR ONE OR MORE CLASSES OF EMPLOYEES.
- 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.
- E. 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

August 6, 2019 | 8

Special Meeting of the Board of Trustees - Minutes

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 MEEETING.

Vote by voice call. President Vandenberg declared the motion carried.

Motion was made by Trustee Galante, seconded by Trustee Berg, to adjourn the Executive Session and reconvene the regular Board meeting. Vote by voice call. President Vandenberg declared the motion carried and reconvened the special Board meeting at 10:01 p.m.

Motion was made by Trustee Galante, seconded by Trustee Berg, to adjourn the special Board meeting. Vote by voice call. President Vandenberg declared the motion carried and adjourned the special Board meeting at 10:01 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

TINLEY PARK



RESOLUTION 2019-R-087

RECOGNIZING

DEAN, DREW, & GWEN FORST FOR ASSISTING A NEIGHBOR IN DISTRESS

WHEREAS, on July 19th, 2019, Tinley Park resident Linda Knight was walking alone on Budingen Lane when she unexpectedly fell, sustaining several injuries, and;

WHEREAS, three young siblings—Dean, Drew, and Gwen Forst—witnessed the incident, promptly attended to her, and asked adults to call for medical assistance for Ms. Knight;

WHEREAS, the Village of Tinley Park is inspired by its citizens' continual efforts to build an aware, supportive community;

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, that the Forst children be recognized as exemplifying the volunteerism and character of the Village's residents.

ADOPTED THIS 20th day of August, 2019.

Jacob C. Vandenberg, Village President

Kristin A. Thirion, Village Clerk

Trustee Cynthia A. Berg

Trustee William P. Brady

Trustee William A. Brennan

Trustee Diane M. Galante

Trustee Michael W. Glotz

Trustee Michael G. Mueller

**CONSIDER RECOGNIZING
POLICE OFFICER ROBERT SHERVINO
ON BEING NAMED
ILLINOIS DARE OFFICER OF THE YEAR**

Trustee Brennan

CONSIDER THE
APPOINTMENT OF
CONNOR RICH TO THE
POSITION OF INVENTORY
TECHNICIAN

Trustee Glotz

**CONSIDER COMMISSIONER
APPOINTMENTS FOR THE 2020
FISCAL YEAR**

President Vandenberg

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

ORDINANCE
NO. 2019-0-045

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF SURPLUS PERSONAL
PROPERTY OWNED BY THE VILLAGE OF TINLEY PARK**

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

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

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

ORDINANCE NUMBER 2019-O-045

**ORDINANCE AUTHORIZING THE DISPOSAL OF SURPLUS PERSONAL
PROPERTY OWNED BY THE VILLAGE OF TINLEY PARK**

WHEREAS, pursuant to Section 11-76-4 of the Illinois Municipal Code (65 ILCS 5/11-76-4), the Corporate Authorities of the Village of Tinley Park may dispose of personal property owned by the Village when, in the opinion of a simple majority of the Corporate Authorities, such property is no longer necessary or useful to, or for the best interests of, the Village; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, deem it no longer necessary, useful or in the best interests of the Village to retain the surplus personal property in Exhibit A attached.

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 1: That the personal property listed on **Exhibit one (1)** is declared to be surplus personal property because it is no longer useful to the Village.

Section 2: That the Village Manager, or his designee, is authorized to dispose of the surplus personal property of the Village in any manner he sees fit.

Section 3: 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 20th day of August, 2019, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 20th day of August, 2019, by the President of the Village of Tinley Park.

By: _____
Village President

ATTEST:

By: _____
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-045, “AN ORDINANCE AUTHORIZING THE DISPOSAL OF SURPLUS PERSONAL PROPERTY OWNED BY THE VILLAGE OF TINLEY PARK,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 20, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of August, 2019.

VILLAGE CLERK

EXHIBIT 1
SURPLUS EQUIPMENT LIST

2019 SURPLUS LIST

VIN #	Vehicle Number	Year	Manufacturer	Vehicle / Equipment Description
2FAHP71V29X147233	4R	2009	Ford	Crown Vic
#31060290	110	2006	New Holland	B95 Backhoe/Loader
#31022501	137	1999	Ford	555E Backhoe-loader
#40509	117	1998	New Holland	LX565 Skid-steer
2FAFP71WOYX175806	677	2000	Ford	Crown Vic
2FAFP71WX1X192862	678	2001	Ford	Crown Vic
1HTSDAAN81H373807	31	2001	International	Model 4900 Elliot Aerial Truck

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

RESOLUTION
NO. 2019-R-086

**A RESOLUTION AUTHORIZING THE RELEASE OF CERTAIN
EXECUTIVE SESSION MINUTES**

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

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

VILLAGE OF TINLEY PARK
Cook and Will Counties, Illinois

RESOLUTION NO. 2019-R-086

**A RESOLUTION AUTHORIZING THE RELEASE OF CERTAIN
EXECUTIVE SESSION MINUTES**

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, pursuant to 5 ILCS 120/2.06(d) of the Illinois Open Meetings Act, the President and Board of Trustees of the Village of Tinley Park have periodically met and reviewed the minutes of all meetings of the President and Board of Trustees that had been closed to the public; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park find and hereby declare that the need for confidentiality still exists, except for the minutes or portions thereof expressly identified:

- **February 19, 2019**

WHEREAS, the President and Board of Trustees of the Village of Tinley Park have determined that the minutes of the closed session meetings for the dates provided above no longer require confidential treatment and should be made available for public inspection.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, 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 find and hereby declare that the closed session minutes or portions thereof expressly identified above no longer require confidential treatment and are henceforth available for public inspection.

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: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 20th day of August, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 20th day of August, 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, County of Cook and Will Counties and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-086, "A RESOLUTION AUTHORIZING THE RELEASE OF CERTAIN EXECUTIVE SESSION MINUTES," which was adopted by the President and Board of Trustees of the Village of Tinley Park on this 20th day of August, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of August, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

RAFFLE LICENSE APPLICATION

VILLAGE OF TINLEY PARK
16250 South Oak Park Avenue

DATE: 8-9-2019

1. NAME OF ORGANIZATION: HARALD VIKING LODGE #13

2. ADDRESS: 6730 W. 175TH ST.

3. MAILING ADDRESS IF DIFFERENT FROM ABOVE:

4. ADDRESS OF PLACE FOR RAFFLE DRAWING

6730 W. 175TH ST.

5. CHECK TYPE OF NOT-FOR-PROFIT ORGANIZATION: (MUST BE IN EXISTENCE FOR A PERIOD OF FIVE (5) YEARS AND ATTACHED DOCUMENTARY EVIDENCE)

RELIGIOUS ___ CHARITABLE ___ LABOR ___ FRATERNAL
EDUCATIONAL ___ VETERANS ___ BUSINESS ___

6. HOW LONG HAS THE ORGANIZATION BEEN IN EXISTENCE: 115 YEARS

7. PLACE AND DATE OF INCORPORATION: CHICAGO, MARCH 30, 1903

8. NUMBER OF MEMBERS IN GOOD STANDING: 160

9. PRESIDENT/CHAIRPERSON: BILL HENDRY

ADDRESS: _____ PHONE: _____

10. RAFFLE MANAGER: LARRY NICHOLS

ADDRESS: _____

PHONE: _____ mail: _____

11. DESIGNATED MEMBER(S) RESPONSIBLE FOR CONDUCT & OPERATION OF RAFFLE:

NAME: LARRY NICHOLS

ADDRESS: _____ PHONE: _____

NAME: TOM GREYBILL

ADDRESS: _____ PHONE: _____

(ATTACHED ADDITIONAL SHEET IF NECESSARY)

RAFFLE APPLICATION | 2

RAFFLE INFORMATION

12. DATE(S) FOR RAFFLE TICKET SALES (INCLUDE DAYS OF THE WEEK)

MONDAY THRU SUNDAY Beginning 9/3/19 OR UNTIL WLOW

13. LOCATION OF TICKET SALES:

6730 W. 175TH ST. TINLEY PK.

14. LOCATION FOR DETERMINING WINNERS:

6730 W. 175TH ST. TINLEY PK.

15. DATE(S) FOR DETERMINING WINNERS: (INCLUDE DAYS OF THE WEEK)

EVERY TUESDAY

16. TOTAL RETAIL VALUE OF ALL PRIZES:

\$ 25,000.-
(MAXIMUM PRIZE AMOUNT \$250,000)

17. MAXIMUM RETAIL VALUE OF EACH PRIZE:

\$ 20,000.-

18. MAXIMUM PRICE CHARGED OF EACH TICKET(CHANCE) SOLD \$ 1.00

19. § 132.38 FIDELITY BOND REQUIRED

All operations of and the conduct of raffles as provided for in this subchapter shall be under the supervision of a single manager designated by the organization. Such manager shall give a fidelity bond in the sum of \$165,000 or two times the aggregate value of prizes, whichever is less, in favor of the licensee conditioned upon his honesty in the performance of his duties. The bond shall provide that notice shall be given in writing to the Village of Tinley Park not less than 30 days prior to cancellation. Bonds as provided for in this section may be waived provided the license issued for such raffle shall contain a waiver provision and shall be approved only by unanimous vote of the members of the licensed organization.

FIDELITY BOND WAIVER OF BOND STATEMENT BY ORGANIZATION

"The undersigned attest that the above named organization is an organized not-for-profit under the law of the State of Illinois and has been continuously in existence for five (5) years, preceding date of this application, and that during this entire five (5) year period preceding date of application, it has maintained a bona fide membership actively engaged in carrying out its objectives. The undersigned do hereby state under penalties of perjury that all statements in the foregoing application are true and correct; that the officers, operators and workers of the game are bona fide members of the sponsoring organization and are all of good moral character and have not been convicted of a felony; that if a license is granted hereunder, the undersigned will be responsible for the conduct of the games in accordance with the provisions of the laws of the State of Illinois and this jurisdiction governing the conduct of such games."

NAME OF ORGANIZATION: _____

EXECUTIVE DIRECTOR: _____

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08/09/2019 9:03:07AM

Voucher List
Village of Tinley Park

Page: 1

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183327	8/9/2019	013126 22ND CENTURY MEDIA, LLC	2019-87245	VTP-017222	BLOCK PARTY 1/2 PAGE AD - ALL Z 01-35-000-72923	1,050.00
Total :						1,050.00
183328	8/9/2019	010318 ADVOCATE CHRIST MEDICAL CNTR	073119		7 BLS PROVIDER E-CARDS,4 HEAF 01-19-020-73606	89.00
Total :						89.00
183329	8/9/2019	002734 AIR ONE EQUIPMENT, INC	146601	VTP-017263	COMPRESSOR 6 MONTH SERVICE 01-19-000-72578	766.00
Total :						766.00
183330	8/9/2019	002856 AIRY'S, INC	23238		SITE WORK CONV CNTR 183RD H 01-26-025-72790	9,960.00
			23239		SITE WORK CONV CNTR 01-26-025-72790	8,520.00
			23240		SITE WORK CONV CNTR 01-26-025-72790	8,520.00
Total :						27,000.00
183331	8/9/2019	002682 AMERICAN LEGAL PUBLICATION	0129680		CODE OF ORDINANCES W/BINDER 01-13-000-72791	122.00
Total :						122.00
183332	8/9/2019	014936 AQUAMIST PLUMBING & LAWN	93671		SEASON INSPECTION FIRE ST 191 01-26-025-72790	200.00
			93677		SEASON INSPECTION POLICE ST 01-26-025-72790	250.00
			93691		SEASON INSPECTION OAK PK TRA 01-26-025-72790	185.00
			93697		SEASON INSPECTION OAK PK TRA 01-26-025-72790	180.00
			93703		SEASON INSPECTION/OPA ZABRO 01-26-023-72790	210.00
			97407	VTP-017247	MID SEASON REPAIRS AT VILLAGE 01-26-025-72530	2,344.64

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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>
183332	8/9/2019	014936	014936 AQUAMIST PLUMBING & LAWN	(Continued)		Total : 3,369.64
183333	8/9/2019	015018	AUSTIN TYLER CONSTRUCTION, LLC	1910-05	#18-R0617 NORTH STREET RECON 27-00-000-75300	125,770.26
				1910-06	18-R0617 NORTH STREET RECON 27-00-000-75300	98,960.55
					Total :	224,730.81
183334	8/9/2019	003166	B & J TOWING AND AUTO REPAIR	0015822	TRUCK SAFETY INSPECTIONS 01-26-023-72266	214.00
					60-00-000-72266	40.25
					64-00-000-72266	34.50
					63-00-000-72266	40.25
					Total :	329.00
183335	8/9/2019	018981	BECK, MARK	080219	REIM.EXP.MOTOR VEHICLE RECOF 01-53-000-72446	12.00
					Total :	12.00
183336	8/9/2019	019129	BERMEA, DANIEL	Ref001380109	UB Refund Cst #00506895 60-00-000-20599	5.97
					Total :	5.97
183337	8/9/2019	002938	BEST TECHNOLOGY SYSTEMS INC.	BTL-19042-1	BULLET TRAP INSPECTION BASIC 01-26-025-72779	1,600.00
					Total :	1,600.00
183338	8/9/2019	015212	BETTENHAUSEN AUTOMOTIVE	Ref001379819	Refund receipt #: 1534 01-00-000-20100	45.00
					Total :	45.00
183339	8/9/2019	002974	BETTENHAUSEN CONSTRUCTION SERV	190104	HAULING STREET SWEEPINGS 01-26-023-72890	600.00
				190105	HAULING STONES 01-26-023-73860	90.00
					70-00-000-73860	30.00
					60-00-000-73860	90.00
					64-00-000-73860	90.00

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Voucher List
Village of Tinley Park

Page: 3

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>
183339	8/9/2019	002974	BETTENHAUSEN CONSTRUCTION SERV (Continued) 190108		HAULING SPOILS 01-26-023-73681	425.00
					60-00-000-73681	212.50
					64-00-000-73681	212.50
			190109		HAULING SPOILS 60-00-000-73681	350.00
					64-00-000-73681	350.00
					Total :	2,450.00
183340	8/9/2019	018643	BREMEN SCHOOL DIST 228	Ref001379821	Refund receipt #: 1578 01-00-000-20100	45.00
					Total :	45.00
183341	8/9/2019	003396	CASE LOTS INC	10466	TOILET TISSUE,TOWELS,CAN LINE 01-26-025-73580	364.70
				10915	GLOVES 01-26-024-73845	35.94
					01-26-023-73845	71.88
					60-00-000-73845	45.28
					64-00-000-73845	21.57
					63-00-000-73845	5.03
					Total :	544.40
183342	8/9/2019	003243	CDW GOVERNMENT INC	TGN9939	SGL MODE CONV 60-00-000-72528	48.82
					63-00-000-72528	20.92
				THF1292	HP ENT HD 60-00-000-72528	46.43
					63-00-000-72528	19.90
				THG5718	<IT> - NETMOTION SFTW & SUPPO VTP-017259	69.70
					VTP-017259	69.70
					VTP-017259	2,685.50
					VTP-017259	143.50
					VTP-017259	410.00
					VTP-017259	143.50

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183342	8/9/2019	003243	CDW GOVERNMENT INC	(Continued)		
				VTP-017259	01-21-210-72655	69.70
				VTP-017259	01-26-023-72655	69.70
				VTP-017259	01-26-024-72655	69.70
				VTP-017259	60-00-000-72655	225.50
				VTP-017259	63-00-000-72655	24.60
				VTP-017259	64-00-000-72655	118.90
				VTP-017259	01-16-000-72655	6.72
				VTP-017259	01-17-205-72655	6.72
				VTP-017259	01-17-220-72655	258.73
				VTP-017259	01-17-225-72655	13.83
				VTP-017259	01-19-000-72655	39.50
				VTP-017259	01-19-020-72655	13.83
				VTP-017259	01-21-210-72655	6.72
				VTP-017259	01-26-023-72655	6.72
				VTP-017259	01-26-024-72655	6.72
				VTP-017259	60-00-000-72655	21.73
				VTP-017259	63-00-000-72655	2.37
				VTP-017259	64-00-000-72655	11.41
					Total :	4,631.07
183343	8/9/2019	003229	CED/EFENGEE	5025-526589	PHIL 120V	
					01-26-025-73570	209.25
				5025-526591	3/4X66FT	
					01-26-024-73570	64.54
					Total :	273.79
183344	8/9/2019	017741	CENTRAL STATES BUS SALES, INC.	IN435360	THUMB LOCK / PACE BUS	
					01-53-000-72540	27.26
					Total :	27.26
183345	8/9/2019	015199	CHICAGO PARTS & SOUNDS LLC	2J0001380	IGNITION OVERRIDE	
					01-17-205-72540	275.00
					Total :	275.00
183346	8/9/2019	017349	CHICAGO STREET CCDD, LLC	17818	DUMP FEE 7/15/19, 7/16/19	
					01-26-023-72890	630.00

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183346	8/9/2019	017349	017349 CHICAGO STREET CCDD, LLC	(Continued)		Total : 630.00
183347	8/9/2019	014645	CHRISTY WEBBER LANDSCAPES	68647	LANDSCAPE BED MAINT 01-26-023-72881	19,670.03 Total : 19,670.03
183348	8/9/2019	012057	COMCAST CABLE	8771401810170142	ACCT#8771401810170142 7/30/19-8 01-14-000-72125	231.85 Total : 231.85
183349	8/9/2019	013892	COMED	6771163052	ACCT#6771163052 LITE RT/25 6/17/ 01-26-024-72510	1,018.32 Total : 1,018.32
183350	8/9/2019	013878	COMED - COMMONWEALTH EDISON	0021100130	ACCT#0021100130 RT/23 METERED 01-26-024-72510	42.87
			0052035006		ACCT#0052035006 6720 SOUTH ST 01-26-025-72510	1,413.96
			0363058226		ACCT#0363058226 9340 W 179TH S 01-26-024-72510	58.23
			0369095018		ACCT#0369095018 6761 NORTH ST 01-26-024-72510	33.90
			0519019106		ACCT#0519019106 6750 SOUTH ST 12-00-000-72510	7.15
			0522112018		ACCT#0522112018 LITE RT/25 PAR 01-26-024-72510	38.04
			1222218001		ACCT#1222218001 1 E OPA SS NOF 70-00-000-72510	265.96
			1224165129		ACCT#1224165129 LIGHTING 7053 01-26-024-72510	99.79
			2587063010		ACCT#2587063010 REAR TEMP 173 12-00-000-72510	22.66
			2761036017		ACCT#2761036017 ST LIGHTS 8317 01-26-024-72510	48.58
			2777112019		ACCT#2777112019 0 175TH ST & S/ 01-26-023-72510	321.75
			3214011009		ACCT#3214011009 16853 LAKEWO	

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183350	8/9/2019	013878	COMED - COMMONWEALTH EDISON	(Continued)		
			3784064010		64-00-000-72510 ACCT#3784064010 16301 CENTRAL	210.63
					60-00-000-72510	33.18
					63-00-000-72510	33.18
			4329016037		ACCT#4329016037 TEMP PARKING	
					12-00-000-72510	29.79
			4406127057		ACCT#4406127057 16250 OAK PAR	
					01-26-024-72510	127.00
			6483053261		ACCT#6483053261 IRRIGATION 174	
					01-26-023-72510	47.06
			7063131025		ACCT#7063131025 7813 174TH ST I	
					64-00-000-72510	50.92
			7090006006		ACCT#7090006006 TEMP/PARK/RE/	
					12-00-000-72510	22.07
			7398024011		ACCT#7398024011 7000 W 183RD S	
					01-26-024-72510	69.12
			8363023007		ACCT#8363023007 0 179TH ST & 82	
					60-00-000-72510	147.55
					63-00-000-72510	147.55
					Total :	3,270.94
183351	8/9/2019	018311	CONNECTION		CHARGER ,PROWER SUPPLY	
			56955895		01-26-025-72565	84.90
			56983373		<911> - REPLACEMENT CONSOLE I	
				VTP-017254	01-21-210-73110	303.94
			56983432		<PW> - RPCLMNT UPS BATTERY U	
				VTP-017255	60-00-000-72565	674.68
				VTP-017255	63-00-000-72565	74.96
				VTP-017255	64-00-000-72565	321.28
				VTP-017255	60-00-000-72565	81.16
				VTP-017255	63-00-000-72565	9.02
				VTP-017255	64-00-000-72565	38.64
					Total :	1,588.58
183352	8/9/2019	012826	CONSTELLATION NEWENERGY, INC.	15336404801	ACCT# ID 8368394 UTIL#438402801	
					01-26-024-72510	76.39

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183352	8/9/2019	012826	CONSTELLATION NEWENERGY, INC. (Continued) 15400388601		ACCT#8061886 6/26/19-7/26/19 01-26-024-72510	3,458.17 Total : 3,534.56
183353	8/9/2019	003223	CONTRACTORS ACOUSTICAL SUPPLY	230061380	SQUARE LAY-IN 01-26-025-72520	522.24 Total : 522.24
183354	8/9/2019	018234	CORE & MAIN LP		BOX RISER 60-00-000-73630 METER FLG SET 60-00-000-73631 64-00-000-73631 GASKETS,CPLG,PART 60-00-000-73631 64-00-000-73631 CORP STOP,CB LID W/PLUG 60-00-000-73630 BOX REPAIR SECTION 60-00-000-73630 BEND,GASKETS 60-00-000-73630 PARTS 60-00-000-73630	70.38 197.40 84.60 205.50 88.08 321.57 127.10 114.30 193.96 Total : 1,402.89
183355	8/9/2019	003635	CROSSMARK PRINTING, INC	75236	FATAL FIVE HAND OUT 01-17-205-72310	152.68 Total : 152.68
183356	8/9/2019	018576	DANMAR	18834	VTP-017179 ADMIN/STATION CLEANING 01-19-000-72524	1,615.00 Total : 1,615.00
183357	8/9/2019	015779	DESIGN GROUP SIGNAGE CORP.	18169	VTP-016824 ALUM POST 01-26-025-72520	330.00

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183357	8/9/2019	015779	015779 DESIGN GROUP SIGNAGE CORP. (Continued)			Total : 330.00
183358	8/9/2019	019044	DNA LABS INTERNATIONAL		19-1440A AGENCY CASE #08-2665 01-17-225-72750	595.00 Total : 595.00
183359	8/9/2019	018128	DREAMSEATS LLC		0042547-IN CHAIRS VTP-017180 01-19-000-72524	5,863.79 Total : 5,863.79
183360	8/9/2019	003770	DUSTCATCHERS INC		64175 MATS/VH 01-26-025-72790 64176 MATS/PD 01-26-025-72790 64177 MATS/PW GARAGE 01-26-025-72790	65.93 85.41 99.08 Total : 250.42
183361	8/9/2019	017073	DYNEGY ENERGY SERVICES LLC		146561319081 ACCT#GMCTIN1000 64-00-000-72510 60-00-000-72510 63-00-000-72510 64-00-000-72510 60-00-000-72510 63-00-000-72510	1,143.79 4,866.49 4,866.49 4,036.71 3,578.25 3,578.25 Total : 22,069.98
183362	8/9/2019	004152	ECOLAB PEST ELIMINATION INC.		7621713 PEST CONTROL VH 01-26-025-72790 7621714 PEST CONTROL TRAIN STATION 01-26-025-72790	474.44 86.48 Total : 560.92
183363	8/9/2019	013257	EDGEWAVE		I-0208923 <IT> - RENEWAL - INTERNET FILTE VTP-017249 01-11-000-72655 VTP-017249 01-12-000-72655 VTP-017249 01-13-000-72655 VTP-017249 01-15-000-72655	33.72 30.01 30.01 37.44

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183363	8/9/2019	013257	EDGEWAVE			
			(Continued)			
				VTP-017249	01-16-000-72655	22.44
				VTP-017249	01-17-205-72655	120.04
				VTP-017249	01-17-215-72655	3.72
				VTP-017249	01-17-217-72655	3.72
				VTP-017249	01-17-220-72655	236.36
				VTP-017249	01-17-225-72655	37.44
				VTP-017249	01-19-000-72655	420.13
				VTP-017249	01-19-020-72655	30.01
				VTP-017249	01-21-000-72655	26.29
				VTP-017249	01-21-210-72655	78.74
				VTP-017249	01-26-023-72655	93.74
				VTP-017249	01-26-025-72655	56.30
				VTP-017249	01-33-300-72655	30.01
				VTP-017249	01-33-310-72655	30.01
				VTP-017249	01-33-320-72655	7.43
				VTP-017249	01-35-000-72655	26.29
				VTP-017249	60-00-000-72655	45.01
				VTP-017249	63-00-000-72655	7.43
				VTP-017249	64-00-000-72655	22.71
				VTP-017249	01-11-000-72655	35.40
				VTP-017249	01-12-000-72655	31.50
				VTP-017249	01-13-000-72655	31.50
				VTP-017249	01-15-000-72655	39.30
				VTP-017249	01-16-000-72655	23.55
				VTP-017249	01-17-205-72655	126.00
				VTP-017249	01-17-215-72655	3.90
				VTP-017249	01-17-217-72655	3.90
				VTP-017249	01-17-220-72655	248.10
				VTP-017249	01-17-225-72655	39.30
				VTP-017249	01-19-000-72655	441.00
				VTP-017249	01-19-020-72655	31.50
				VTP-017249	01-21-000-72655	27.60
				VTP-017249	01-21-210-72655	82.65
				VTP-017249	01-26-023-72655	98.40
				VTP-017249	01-26-025-72655	59.10
				VTP-017249	01-33-300-72655	31.50

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183363	8/9/2019	013257 EDGEWAVE	(Continued)			
				VTP-017249	01-33-310-72655	31.50
				VTP-017249	01-33-300-72655	-6.15
				VTP-017249	01-33-310-72655	-6.15
				VTP-017249	01-33-320-72655	-1.52
				VTP-017249	01-35-000-72655	-5.39
				VTP-017249	60-00-000-72655	-9.23
				VTP-017249	63-00-000-72655	-1.52
				VTP-017249	64-00-000-72655	-4.68
				VTP-017249	01-33-320-72655	7.80
				VTP-017249	01-35-000-72655	27.60
				VTP-017249	60-00-000-72655	47.25
				VTP-017249	63-00-000-72655	7.80
				VTP-017249	64-00-000-72655	23.85
				VTP-017249	01-11-000-72655	-6.91
				VTP-017249	01-12-000-72655	-6.15
				VTP-017249	01-13-000-72655	-6.15
				VTP-017249	01-15-000-72655	-7.67
				VTP-017249	01-16-000-72655	-4.60
				VTP-017249	01-17-205-72655	-24.60
				VTP-017249	01-17-215-72655	-0.76
				VTP-017249	01-17-217-72655	-0.76
				VTP-017249	01-17-220-72655	-48.45
				VTP-017249	01-17-225-72655	-7.67
				VTP-017249	01-19-000-72655	-86.11
				VTP-017249	01-19-020-72655	-6.15
				VTP-017249	01-21-000-72655	-5.39
				VTP-017249	01-21-210-72655	-16.14
				VTP-017249	01-26-023-72655	-19.21
				VTP-017249	01-26-025-72655	-11.54
					Total :	2,636.10
183364	8/9/2019	011176 ELEMENT GRAPHICS & DESIGN, INC	15022		BANNERS	
					01-17-215-73830	512.35
					Total :	512.35
183365	8/9/2019	004019 EVON'S TROPHIES & AWARDS	052419		10 NAME PLATE HOLDERS VH	

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183365	8/9/2019	004019 EVON'S TROPHIES & AWARDS	(Continued)		01-26-025-72520	200.00
					Total :	200.00
183366	8/9/2019	015818 EXTRA SPACE STORAGE	Ref001379818		Refund receipt #: 1554 01-00-000-20100	90.00
					Total :	90.00
183367	8/9/2019	018480 FARNSWORTH GROUP	208718		PROF SERV CORP CENTER POND 01-33-300-72790	770.00
					Total :	770.00
183368	8/9/2019	012060 FLEET SAFETY SUPPLY	73052		REFLECTOR 01-19-000-72540	240.03
					Total :	240.03
183369	8/9/2019	015058 FLEETPRIDE	32042801		PUSH-ONS 60-00-000-72540 63-00-000-72540 64-00-000-72540	41.40 16.56 24.84
			32288030		PUSH-ON 60-00-000-72540 63-00-000-72540 64-00-000-72540	12.70 5.08 7.62
					Total :	108.20
183370	8/9/2019	012941 FMP	50-2482744		CREDIT WIRE ASSY,COMPRESSOF 01-17-205-72540	-379.50
			52-429872		COMPRESSOR ASY 01-17-205-72540	330.60
			52-430326		DEL 01-19-000-72540	150.89
			52-430465		FUEL FILTER 01-19-000-72540	16.02
			52-430534		SPARK PLUGS 01-26-024-72540	16.02
			52-431019		DRIVE BELT	

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183370	8/9/2019	012941 FMP	(Continued)		01-26-023-72540	33.36
					Total :	167.39
183371	8/9/2019	002877 G. W. BERKHEIMER CO., INC.	494737		18X25X2 P312 POLYESTER	
					60-00-000-72528	117.30
			494758		63-00-000-72528	117.30
					BELT	
					60-00-000-72528	7.90
			494775		63-00-000-72528	7.90
					PARTS	
					01-26-025-72520	49.11
					Total :	299.51
183372	8/9/2019	004535 GALLS LLC	013267636		POLO	
					01-21-000-73610	44.10
					Total :	44.10
183373	8/9/2019	018387 GBJ SALES, LLC	2286		TIGER GRIP GLOVES-XL	
					60-00-000-73845	137.00
					63-00-000-73845	15.22
					64-00-000-73845	65.23
					Total :	217.45
183374	8/9/2019	010419 GLOBAL EMERGENCY PRODUCTS, INC	AGJ14149	VTP-017251	T46 BRAKE WORK	
					01-19-000-72540	3,750.00
					Total :	3,750.00
183375	8/9/2019	018134 GMIS INTERNATIONAL	300005284		CHAPTER DUES LEVEL 2/MICHAEL	
					01-16-000-72720	300.00
					Total :	300.00
183376	8/9/2019	017762 GOVQA INC.	1194-190901		FOIA SERVICES	
					01-13-000-72655	9,068.50
					01-17-205-72655	3,886.50
					01-35-000-72655	4,180.00
					Total :	17,135.00

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183377	8/9/2019	017204 GRAFTON PLACE #2	Ref001379825		Refund receipt #: 1515 01-00-000-20100	180.00
Total :						180.00
183378	8/9/2019	019124 GRAFTON PLACE III	Ref001379824		Refund receipt #: 1547 01-00-000-20100	225.00
Total :						225.00
183379	8/9/2019	004438 GRAINGER	9239074538		PARTS	
			9242850965		01-21-000-72530 UPRIGHT VACUUM	18.78
			9243299550		01-26-025-73580 FLOOR CLEANER,CLOTHS,MOP PA	316.23
			9243515906		01-26-025-73580 FLOOR MAINTAINER	351.14
			924850957		01-26-025-73580 BACKPACK VACUUM CLEANER	11.14
			9249934986		01-26-025-73580 FLOOR CLEANER,WET MOP,MOP F	383.36
					01-26-025-73580	153.86
Total :						1,234.51
183380	8/9/2019	004741 HEARTS & FLOWERS	008729		HEARTFELT MEMORIES 01-17-205-73600	93.99
Total :						93.99
183381	8/9/2019	005152 ILLINOIS CPA SOCIETY	25383		MEMBERSHIP MICHAEL ZONSIUS 01-15-000-72720	277.00
Total :						277.00
183382	8/9/2019	014152 INTERNATIONAL IMPORTS, LLC	Ref001379808		Refund receipt #: 1539 01-00-000-20100	45.00
Total :						45.00
183383	8/9/2019	005186 INTERSTATE BATTERY SYSTEM	272181		BATTERIES 01-26-023-72540	329.85
Total :						329.85

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183384	8/9/2019	005276 J.C.M. UNIFORMS	757049		UNIFORMS JUSTIN RZESZUTKO 01-17-220-73600	391.93
Total :						391.93
183385	8/9/2019	018427 KERESTES MARTIN ASSOC INC	1801.07-17		WAYFINDING 30-00-000-72987	1,178.75
Total :						1,178.75
183386	8/9/2019	016616 KURTZ AMBULANCE SERVICE INC.	10251		EMS SERVICE AGREEMENT 7/1/19- 01-21-000-72856	53,625.42
Total :						53,625.42
183387	8/9/2019	001245 LEWIS UNIVERSITY	080219		#L30035791 JAMES SUBKA COMM : 01-41-046-72920	1,000.00
Total :						1,000.00
183388	8/9/2019	005765 MARTIN WHALEN O.S. INC.	IN2015946		STAPLES 01-17-205-72750	151.00
Total :						151.00
183389	8/9/2019	005844 MCDONALD'S	070119		CELL MEALS JULY'19 01-17-220-72230	174.53
Total :						174.53
183390	8/9/2019	005645 MEADE ELECTRIC COMPANY INC.	689210	VTP-017227	REPAIR EVP ISSUES 01-26-024-72775	4,398.00
Total :						4,398.00
183391	8/9/2019	006074 MENARDS	69084		CABLE TIES 01-35-000-72954	89.93
			69200		BATH SHEET,TOWELS 01-35-000-72954	132.15
			69631		PIPES 01-26-023-72526	141.64
			69661		HOLE SAW,RECIPBLADE 01-26-025-73410	16.94
			69671		STRIPS 01-26-025-73840	13.76

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183391	8/9/2019	006074 MENARDS	(Continued) 69732		WIPES,MR CLEAN,TOILETBOWL CI 01-26-025-73580	83.85
			69759		WASHERS 01-26-023-73840	12.49
			69773		TERRAIN,TAPE,BIT 60-00-000-73410	20.04
			69805		64-00-000-73410 KNIFE,FEBREEZE,MR CLEAN,CLNF 01-26-025-73410	5.01
			69923		01-26-025-73840 CLEANER 01-19-000-73580	9.99
			70040		01-19-000-72220 CLEANING SUPPLIES 01-21-000-72530	39.00
			70120		WATER	199.37
			70179		01-21-000-72220 CORD,GFCI W/WALLPLATE 01-21-000-72530	2.49
					Total :	948.46
183392	8/9/2019	006074 MENARDS	Ref001379820		Refund receipt #: 1545 01-00-000-20100	135.00
					Total :	135.00
183393	8/9/2019	019130 MOHAMMAD, SALEEM	Ref001380110		UB Refund Cst #00508166 60-00-000-20599	9.57
					Total :	9.57
183394	8/9/2019	005856 MONROE TRUCK EQUIPMENT,INC.	325721		LATCH 63-00-000-72540	17.44
					64-00-000-72540	26.16
					60-00-000-72540	43.60
					Total :	87.20
183395	8/9/2019	017764 MONTANA & WELCH, LLC.	12079		HEARING OFFICER	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183395	8/9/2019	017764 MONTANA & WELCH, LLC.	(Continued)		01-14-000-72876	1,560.00
					Total :	1,560.00
183396	8/9/2019	005774 MUNICIPAL CLERK'S ASSOC OF	080919		MEMBERSHIP DUES KRISTIN THIRI 01-13-000-72720	30.00
					Total :	30.00
183397	8/9/2019	010810 MUNICIPAL SERV. CONSULTING INC	TPCN-7-19		CIMP JULY'19 30-00-000-75812	13,566.00
			TPCS-7-19		COMM & TECH PROJ REPAIR AND () 11-00-000-72750	9,292.50
					Total :	22,858.50
183398	8/9/2019	014443 MURPHY & MILLER, INC	SVC00022275		FIRE ST#1 REPL COMPRESSOR UN 01-26-025-72530	4,107.90
			SVC00022341		LABOR BREAKER FOR WALK IN CC 01-26-025-72530	925.00
					Total :	5,032.90
183399	8/9/2019	015723 NICOR	01981510009		ACCT#01-98-15-1000 9 7780 W 183I 01-26-025-72511	34.81
			06821610000		ACCT#06-82-16-1000 0 6640 167TH 60-00-000-72511	10.66
					63-00-000-72511	10.66
					64-00-000-72511	9.14
			12213610004		ACCT#12-21-36-1000 4 7825 W 167 01-26-025-72511	45.65
			33079168366		ACCT#33-07-91-6836 6 9322 LAPOF 64-00-000-72511	68.89
			53463710003		ACCT#53-46-37-1000 3 18241 S 80 01-26-025-72511	35.97
			54072310003		ACCT#54-07-23-1000 3 16250 OAK F 01-26-025-72511	1,539.99
			64423710009		ACCT#64-42-37-1000 9 6825 173RD 01-26-025-72511	134.84
			73675410002		ACCT#73-67-54-1000 2 7800 183RD	

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183399	8/9/2019	015723 NICOR	(Continued)			
			74433410003		01-26-025-72511 ACCT#74-43-34-1000 3 7700 W 183I	749.67
			81423710003		01-26-025-72511 ACCT#81-42-37-1000 3 17375 69TH	34.87
			83523710008		01-26-025-72511 ACCT#83-52-37-1000 8 7980 183RD	34.90
			90223493009		01-26-025-72511 ACCT#90-22-34-9300 9 6700 SOUTH	117.37
			96019958527		01-26-025-72511 ACCT#96-01-99-5852 7 7999 W TIM	55.04
					01-26-025-72511	143.51
					Total :	3,025.97
183400	8/9/2019	006178 NORMAN'S	10946		CLEAN BUNNY COSTUME 01-35-000-72923	45.00
					Total :	45.00
183401	8/9/2019	017646 NORTHEASTERN ILLINOIS REGIONAL	39	VTP-016989	CRIME LAB MEMEBERSHIP/MAINTENANCE 01-17-205-72750	80,116.00
					Total :	80,116.00
183402	8/9/2019	006475 PARK ACE HARDWARE	061557/1		DRVWAY SEALER 01-26-023-73620	41.58
			061563/1		DRVWAY SEALER 01-26-023-73620	71.98
			061573/1		DRVWAY SEALER 01-26-023-73620	19.99
			061624/1		#891432 PAIL 01-26-023-73410	5.00
					Total :	138.55
183403	8/9/2019	019126 PARK OAK RES CONDO ASSN	Ref001379826		Refund receipt #: 1523 01-00-000-20100	45.00
					Total :	45.00
183404	8/9/2019	017785 PASSWARE, INC	1545		#3300543944 KIT FORENSIC SUBS(

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183404	8/9/2019	017785 PASSWARE, INC	(Continued)		01-17-225-72655	545.00
					Total :	545.00
183405	8/9/2019	013587 PROSHRED SECURITY	100133733		SHREDDING 01-14-000-72750	500.00
					Total :	500.00
183406	8/9/2019	006850 QUILL CORPORATION	8983516		FILE FOLDER 01-33-300-73110	16.57
			8992655		OFFICE SUPPLIES 01-33-300-73110	139.34
			9001468		TAPE 01-33-300-73110	4.67
					Total :	160.58
183407	8/9/2019	014412 RAINS, SCOTT	080619		REIM.EXP. ZAMBO'S DOG FOOD 01-17-220-72240	55.99
					Total :	55.99
183408	8/9/2019	006974 RINGHOFER, WILLIAM	080519		HEALTH INSURANCE REIM AUG'19 01-17-205-72435	601.70
					Total :	601.70
183409	8/9/2019	006874 ROBINSON ENGINEERING CO. LTD.	19070215		#14-653.04 OAK PK AVE RECONSTR 33-00-000-75806	18,341.48
					Total :	18,341.48
183410	8/9/2019	006874 ROBINSON ENGINEERING CO. LTD.	19080041		PROJ#12-238 80TH AVE PROJ COO 30-00-000-75810	455.00
			19080042		PROJ#18-R0617 NO ST RECONSTR 27-00-000-75300	18,199.15
					Total :	18,654.15
183411	8/9/2019	006874 ROBINSON ENGINEERING CO. LTD.	19070346		175TH ST RIDGELAND AVE OAK FC 33-00-000-75806	14,240.87
					Total :	14,240.87

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183412	8/9/2019	006874 ROBINSON ENGINEERING CO. LTD.	19060131		#14-653.04 OAK PK AVE RECONSTR 33-00-000-75806	7,369.30
					Total :	7,369.30
183413	8/9/2019	019092 RORY GROUP, LLC	3177		BUSINESS CONSULTING FEE AUG' 01-11-000-72790	3,000.00
					Total :	3,000.00
183414	8/9/2019	016334 RUSH TRUCK CENTERS	3015930201		PUMP ASSY 01-26-023-72540	760.82
			3015957470		SENSOR ASSY 01-26-023-72540	187.78
			3015995234		ADAPTER 01-26-023-73410	410.12
					Total :	1,358.72
183415	8/9/2019	007316 SALINA'S PASTA & PIZZA INC	080219		PIZZAS 01-26-023-72974	343.01
					Total :	343.01
183416	8/9/2019	007629 SAM'S CLUB DIRECT	1819		**** 8162 SANITIZER 01-26-025-73580	19.92
			2078		TOWELS,G27 16PK,PLATES,COOKI 01-14-000-73115	17.88
					60-00-000-73115	18.54
					01-26-023-73115	18.54
					01-26-024-73115	9.26
					64-00-000-73110	14.74
					01-26-023-73110	14.74
					01-26-024-73110	7.36
			2151		WATER,COPY PAPER,GATORADE,T 01-35-000-72923	128.80
					01-14-000-73110	29.98
					01-26-023-73110	29.98
					01-33-300-73110	29.98
					01-33-310-73110	29.98
					01-14-000-73115	6.94

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183416	8/9/2019	007629 SAM'S CLUB DIRECT	(Continued)			
					01-26-023-73115	6.94
					01-33-300-73115	6.94
					01-33-310-73115	6.94
					60-00-000-73110	7.48
					64-00-000-73115	11.10
					01-26-023-73115	11.10
					01-26-024-73115	5.56
			2179		CANDY,NUTS,DANISH,FRUIT PART	
					01-26-025-72140	29.96
					01-14-000-73115	60.03
			2321		WATER,CANDY	
					01-35-000-72923	55.52
					01-14-000-73115	38.34
			2657		**** 8162 NAPKINS,CUPS,FACIAL TI	
					01-17-205-73315	17.24
					60-00-000-73115	10.43
					64-00-000-73115	4.47
					01-26-023-73115	14.90
					01-26-024-73115	7.44
					Total :	671.03
183417	8/9/2019	015712 SANDENO EAST INC	2800		SURFACE	
					01-26-023-73780	63.75
					60-00-000-73780	40.16
					64-00-000-73780	19.13
					63-00-000-73780	4.46
					Total :	127.50
183418	8/9/2019	007453 SERVICE SANITATION, INC.	7779876		SERV CONTRACTS AUG'19 FIREME	
				VTP-016993	01-19-000-72750	152.90
					Total :	152.90
183419	8/9/2019	008710 SHERVINO, ROBERT	073019		PER DIEM: LODGING,MEALS/ILL TR	
					01-17-220-72140	338.60
					Total :	338.60

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183420	8/9/2019	013043 SITE DESIGN GROUP, LTD.	7482ph2-26		LANDSCAPE MNGMNT 5/26/19-7/27 01-26-023-72847	400.00
			7698-45		NATURAL AREA MAINT 6/23/19-7/27 01-26-023-72847	1,255.00
			7946-27		MOWING 6/23/19-7/27/19 01-26-023-72847	3,102.50
			7955-15		IRRIGATION MAINT 6/23/19-7/27/19 01-26-023-72847	210.00
			8081-18		DOWNTOWN PLANTERS 6/23/19-7/ 01-26-023-72847	805.00
			8322-11		FAIRFIELD GLEN RESTORATION 6/ 30-00-000-73681	780.00
			8323-12		APPLE POND DREDGING RESTOR 30-00-000-73681	376.25
			8498-07		SUBURBAN TREE CONSORTIUM 6/ 01-26-023-72847	6,903.43
Total :						13,832.18
183421	8/9/2019	019128 SOLEHEIN, IBRAHAM	Ref001380108		UB Refund Cst #00502904 60-00-000-20599	32.82
Total :						32.82
183422	8/9/2019	002592 SPOK, INC.	C6092566T		ACCT#6092566-6 PAGER SERVICE 01-17-205-72125	68.62
					01-26-025-72125	8.28
Total :						76.90
183423	8/9/2019	012238 STAPLES BUSINESS ADVANTAGE	3420388101		BUSCARDS,FOLDER,STAPLER,ORC 01-14-000-73110	127.15
			3420388102		PEN REFILLS,TONER 01-17-205-73110	78.87
					01-17-220-72230	78.39
Total :						284.41
183424	8/9/2019	011189 STAPLES CREDIT PLAN	1938414 2 002 56260		****8144 COPY PAPER 01-17-205-73110	399.94
					01-26-024-73110	16.00

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183424	8/9/2019	011189 STAPLES CREDIT PLAN	(Continued)		60-00-000-73110 64-00-000-73110 01-26-023-73110	22.39 9.60 31.99 Total : 479.92
183425	8/9/2019	007503 STAT TOWING	000010144 000010145		TOWING UNIT 27B 01-17-220-72530 TOWING UNIT #27B 01-17-220-72530	50.00 50.00 Total : 100.00
183426	8/9/2019	015452 STEINER ELECTRIC COMPANY	S006411351.001 S006415265.001 S006416258.001 S006416473.001		PHIL 01-26-025-73570 COUPLING,PVC,CEMENT 01-26-025-73570 LUGS,PLIERS,HUB 01-26-024-73570 HOLE SAW,DRILL/TAP 01-26-024-73570	47.20 26.39 130.50 73.25 Total : 277.34
183427	8/9/2019	007205 SUBURBAN LABORATORIES INC.	167746		DISINFECTANT 60-00-000-72865 64-00-000-72865	518.00 222.00 Total : 740.00
183428	8/9/2019	011248 TEMPERATURE EQUIPMENT CORP.	080719		18TH SEMI ANNUAL INCENTIVE PY 01-97-000-79129	119,375.00 Total : 119,375.00
183429	8/9/2019	014854 THOMSON REUTERS-WEST PYMNT CTF	840730864		WEST INFO CHARGES 7/1/19-7/31/ 01-17-225-72852	194.12 Total : 194.12
183430	8/9/2019	007800 THYSSENKRUPP ELEVATOR CORP	3004743994		MAINT PS BLDG 8/1/19-10/31/19 01-26-025-72790	1,175.87

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183430	8/9/2019	007800	007800 THYSSENKRUPP ELEVATOR CORP (Continued)			Total : 1,175.87
183431	8/9/2019	019123	TINLEY COURT	Ref001379822	Refund receipt #: 1512 01-00-000-20100	45.00 Total : 45.00
183432	8/9/2019	019127	TINLEY DEVELOPMENT GROUP	Ref001380107	UB Refund Cst #00489862 60-00-000-20599	5.62 Total : 5.62
183433	8/9/2019	007930	TRANS UNION	07900367	SUMMARY,REPORTS,ALERTS,ACC 01-17-225-72852	116.18 Total : 116.18
183434	8/9/2019	014510	TRUGREEN PROCESSING CENTER	106433670	VEG CONTROL VH 16250 OPA 01-26-025-72881	175.00
				106440115	LAWN SERV HARELM AVE MEDIAN 01-26-023-72881	290.00
				106444695	VEG CONTROL FIRE HOUSE #4 191 01-26-025-72881	60.00
				106454875	LAWN SERV TINLEY VETERANS PK 01-26-023-72881	125.00
				106460621	VEG CONTROL 167TH ST PUMP ST 60-00-000-72881	43.75
					63-00-000-72881	43.75
					64-00-000-72881	37.50
				106470619	VEG CONTROL DOWNTOWN AREA 01-26-023-72881	100.00
				106471032	VEG CONTROL FIRE HOUSE #3 919 01-26-025-72881	60.00
				106477619	LAWN SERV PD 7850 183RD ST 01-26-025-72881	70.00
				106477870	VEG CONTROL 76TH AV MEDIAN 16 01-26-023-72881	175.00
				106485430	LAWN SERV 7980 183RD ST 01-26-025-72881	78.00
				106489722	VEG CONTROL 80TH AVE TRAIN 17	

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183434	8/9/2019	014510 TRUGREEN PROCESSING CENTER	(Continued)			
			106506400		70-00-000-72881 VEG CONTROL 7980 183RD ST	350.00
			106507167		01-26-025-72881 LAWN SERV 80TH AVE TRAIN 179 &	60.00
			106508417		70-00-000-72881 VEG CONTROL PD 7850 183RD ST	447.00
			106510653		01-26-025-72881 VEG CONTROL 183RD PUMP ST RII	100.00
					60-00-000-72881	61.25
					63-00-000-72881	61.25
					64-00-000-72881	52.50
			106512649		LAWN SERV FIRE HOUSE #3 9191	
					01-26-025-72881	35.00
			106517100		LAWN SERV FIRE HOUSE #4 191 &	
					01-26-025-72881	70.00
			106521714		LAWN SERV 183RD PUMP ST RIDG	
					60-00-000-72881	63.00
					63-00-000-72881	63.00
					64-00-000-72881	54.00
			107139084		LAWN SERV 76TH AVE MEDIAN 161	
					01-26-023-72881	250.00
					Total :	2,925.00
183435	8/9/2019	014938 VILLAGE OF LANSING	080719		18TH SEMI ANNUAL INCENTIVE PYI	
					01-97-000-79129	119,375.00
					Total :	119,375.00
183436	8/9/2019	006362 VILLAGE OF OAK LAWN	1-9990015-00		ACCT#1-9990015-00 7/1/19-8/1/19	
					60-00-000-73220	1,529,013.41
					Total :	1,529,013.41
183437	8/9/2019	006429 VILLAGE OF ORLAND HILLS	080719		12TH IGA PYMNT	
					01-97-000-79125	7,819.44
					Total :	7,819.44
183438	8/9/2019	010278 VILLAGE PIZZA	080819		FOOD & BEV VOUCHERS/BLOCK P	

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183438	8/9/2019	010278 VILLAGE PIZZA	(Continued)		01-35-000-72923	235.00
Total :						235.00
183439	8/9/2019	011055 WARREN OIL CO.	W1240919		N.L. GAS USED 7/9/19-7/25/19	
					01-17-205-73530	6,192.24
					01-19-000-73530	303.78
					01-19-020-73530	67.14
					01-21-000-73530	296.95
					60-00-000-73530	547.50
					63-00-000-73530	136.88
					64-00-000-73530	293.31
					01-26-023-73530	899.38
					01-26-024-73530	430.57
					01-33-300-73530	167.79
					01-33-320-73530	12.22
					01-12-000-73530	128.37
					01-14-000-73532	98.02
					01-14-000-73533	47.83
					14-00-000-73530	27.33
					01-53-000-73530	156.62
					01-42-000-73545	218.88
			W1240920		DIESEL USED 6/25/19-7/25/19	
					01-19-000-73545	3,362.00
					60-00-000-73545	443.00
					63-00-000-73545	110.75
					64-00-000-73545	237.32
					01-26-023-73545	2,590.54
					01-26-024-73545	360.07
					01-14-000-73531	1,703.79
Total :						18,832.28
183440	8/9/2019	018482 WATTS, JERRY	080719		WATER,ICE 7/4/19	
					01-21-000-72220	16.42
Total :						16.42
183441	8/9/2019	019005 WGN CONTINENTAL BROADCASTING	643026-1		TOURISM GRANT FROM WGN	

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183441	8/9/2019	019005 WGN CONTINENTAL BROADCASTING	(Continued)	VTP-017270	01-35-000-72790	46,100.00
					Total :	46,100.00
183442	8/9/2019	012034 WITMER PUBLIC SAFETY GROUP,INC	E1864977		RADIO HOLDERS 01-19-000-72550	121.76
					Total :	121.76
183443	8/9/2019	019089 WOOD COMMUNICATIONS	1743		REPAIR PA SYSTEM 7/25/19 01-26-025-72790	190.00
					Total :	190.00
117 Vouchers for bank code : apbank						Bank total : 2,462,304.90

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2531	8/6/2019	018837	INSURANCE PROGRAM MANAGERS GRI 190320W011		PAYEE-PAYEE-INMAN & FITZGIBBO 01-14-000-72542	391.00
Total :						391.00
2532	8/6/2019	018837	INSURANCE PROGRAM MANAGERS GRI 190514W019		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	926.35
Total :						926.35
2533	8/6/2019	018837	INSURANCE PROGRAM MANAGERS GRI 190326W026		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	1,128.50
Total :						1,128.50
3 Vouchers for bank code : ipmq						Bank total : 2,445.85
120 Vouchers in this report						Total vouchers : 2,464,750.75

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

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183444	8/16/2019	002734 AIR ONE EQUIPMENT, INC	146683	VTP-016667	R&M AIRPACKS 01-19-000-72578	3,115.99
Total :						3,115.99
183445	8/16/2019	002517 ALLIED ELECTRONICS INC.	9011416113		ATTENUATOR 01-26-024-73570	105.41
Total :						105.41
183446	8/16/2019	018714 AMERICAN HOLTZKRAFT, INC.	190486.	VTP-017152	OAK PARK AVE TRAIN STATION UM 01-26-025-74110	5,370.00
Total :						5,370.00
183447	8/16/2019	014936 AQUAMIST PLUMBING & LAWN	97406	VTP-017246	MOVE SPRAY HEADS AT POLICE S 01-26-025-72530	1,448.75
Total :						1,448.75
183448	8/16/2019	010953 BATTERIES PLUS - 277	P17420992		BATTERIES 14-00-000-74150	140.00
Total :						140.00
183449	8/16/2019	002974 BETTENHAUSEN CONSTRUCTION SERV	190115		HAULING STREET SWEEPINGS 01-26-023-72890	650.00
			190116		HAULING STONES 60-00-000-73860	126.00
					64-00-000-73860	54.00
					01-26-023-73860	90.00
					70-00-000-73860	30.00
			190117		HAULING STONES 60-00-000-73860	189.00
					64-00-000-73860	81.00
					01-26-023-73860	135.00
					70-00-000-73860	45.00
			190118		HAULING WOOD CHIPS 01-26-023-72890	400.00
			190119		HAULING WOOD CHIPS 01-26-023-72890	800.00

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183449	8/16/2019	002974	002974 BETTENHAUSEN CONSTRUCTION S		(Continued)	Total : 2,600.00
183450	8/16/2019	011692	BYTE SIZED SOLUTIONS LLC	010805	DEVELOPMENT-DEVELOPER SOFT 01-19-000-72655	48.75 Total : 48.75
183451	8/16/2019	003304	CARLIN-MORAN LANDSCAPE INC	1385	MISC CUTTING 01-33-300-72744	2,900.00 Total : 2,900.00
183452	8/16/2019	003396	CASE LOTS INC	10986	SAFETY GLASSES 01-26-024-73845 01-26-023-73845 60-00-000-73845 63-00-000-73845 64-00-000-73845	30.72 61.44 38.71 4.30 18.43
				10998	GLOVES 60-00-000-73845 63-00-000-73845 64-00-000-73845	214.45 23.83 102.12
				11198	CAN LINERS 01-26-025-73580	364.80 Total : 858.80
183453	8/16/2019	003243	CDW GOVERNMENT INC	TJV0230	<IT> - ANNUAL REPLACEMENTS - L 01-16-000-74128	1,514.58 Total : 1,514.58
					VTP-017266	
183454	8/16/2019	003229	CED/EFENGEE	5025-526744	FUSE,FUSE HOLDER 01-26-024-73570	226.18
				5025-526749	FUSEHOLDER,CONDUCTOR BOOT 01-26-024-73570	371.03
				5025-526782	HEAT SHRINK SLEEVE,CABLE SPIC 01-26-024-73570	224.42
				5025-526783	PHOTOCONTROL 01-26-024-73570	25.38
				5025-526823	PHIL	

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183454	8/16/2019	003229 CED/EFENGEE	(Continued)		01-26-025-72520	17.58
					Total :	864.59
183455	8/16/2019	019132 CHAFI, RABIH	080919		17541 OAK PARK AV CODE COMPL 01-97-000-79116	5,375.00
					Total :	5,375.00
183456	8/16/2019	014026 CHANDLER SERVICES	26126	VTP-017277	VEHICLE MAINTENANCE 01-19-000-72540	1,121.80
					Total :	1,121.80
183457	8/16/2019	013991 CHICAGO OFFICE PRODUCTS CO.	973258-0		MARKERS,FOLDERS, JACKET,RUB 01-19-000-73110	120.41
					Total :	120.41
183458	8/16/2019	014645 CHRISTY WEBBER LANDSCAPES	66275		APRIL LANDSCAPE BED MAINTENA 01-23-000-72881	19,670.03
					Total :	19,670.03
183459	8/16/2019	013344 CITRIX SYSTEMS, INC	440000026387	VTP-017268	<IT> - CITRIX SHAREFILE ENTRPRI 01-16-000-72655	5,053.81
					Total :	5,053.81
183460	8/16/2019	017298 COMCAST BUSINESS	86138596		ACCT#930890410 16250 OAK PK AV 01-14-000-72125	1,145.05
					Total :	1,145.05
183461	8/16/2019	012057 COMCAST CABLE	8771401810028977		ACCT#8771401810028977 8/16/19-9 01-26-025-72517	39.69
			8771401810296319		ACCT#8771401810296319 8/8/19-9/ 01-14-000-72125	231.85
					Total :	271.54
183462	8/16/2019	013878 COMED - COMMONWEALTH EDISON	0385181000		ACCT#0385181000 RR ST 18001 80 01-26-025-72510	2,878.19
					Total :	2,878.19

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183463	8/16/2019	012522 CONNEY SAFETY PRODUCTS, LLC	05743283		VESTS	
					01-26-024-73845	49.29
					01-26-023-73845	98.59
					60-00-000-73845	62.11
					63-00-000-73845	6.90
					64-00-000-73845	29.58
					Total :	246.47
183464	8/16/2019	012410 CONSERV FS, INC.	66031213		#2 STEEL SCOOP	
			66031234		01-26-023-73680	24.66
					HOSE DISCHARGE	
					01-26-023-73680	169.99
					Total :	194.65
183465	8/16/2019	016970 CONSOLIDATED FLEET SRVCS INC	2019EE0117		LADDER INSPECTION T46	
				VTP-017278	01-19-000-72530	826.35
					Total :	826.35
183466	8/16/2019	012826 CONSTELLATION NEWENERGY, INC.	15366805201		CUST#795603-12 #4623055116 6/20	
					01-26-024-72510	10,763.49
					Total :	10,763.49
183467	8/16/2019	014690 DARLING INGREDIENTS INC	10564921		SERV FEE TRAP INT/CAVALLINI'S C	
					01-26-025-72530	127.00
					Total :	127.00
183468	8/16/2019	012413 DURBIN'S OF TINLEY INC	205095		PIZZAS	
					01-35-000-72923	92.71
					Total :	92.71
183469	8/16/2019	003770 DUSTCATCHERS INC	64624		MATS/PW GARAGE	
					01-26-025-72790	99.08
					Total :	99.08
183470	8/16/2019	004010 ED & JOE'S PIZZA	949145/1		GIFT CARDS/BENCHES ON THE AV	
					01-35-000-72923	160.00
					Total :	160.00

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183471	8/16/2019	004094 EJ EQUIPMENT INC.	P19071		BULBS,DESSICANT SILIC GEL 64-00-000-72552	57.64
Total :						57.64
183472	8/16/2019	011176 ELEMENT GRAPHICS & DESIGN, INC	14996		OFFICE WINDOWS DECALS 01-26-025-72520	244.47
			15050		BANNER/NATIONAL NIGHT OUT 01-17-215-73830	147.04
			15060		GRAPHICS 01-17-205-72540	482.73
Total :						874.24
183473	8/16/2019	004119 ETP LABS INC.	19-134011		COLIFORM SAMPLES 60-00-000-72865	613.00
Total :						613.00
183474	8/16/2019	004019 EVON'S TROPHIES & AWARDS	071919		BENCHES ON THE AVE WINNER TF 01-35-000-72923	420.00
			072519	VTP-017156	BRONZE PLAQUES-VILLAGE LOGO 01-26-023-73830	615.00
			072619		SHIRT BROUGHT IN/EMBROD,SCRI 01-21-000-73610	30.00
Total :						1,065.00
183475	8/16/2019	012941 FMP	52-431027		HOSE ASSY 01-17-205-72540	23.97
			52-431147		ROTOR ASY,CERAMIC REAR DI 01-17-205-72540	171.64
			52-431278		BRAKE ROTOR,POSI-QUIET PREMI 01-26-024-72540	178.68
Total :						374.29
183476	8/16/2019	017794 FOSTER & FOSTER, INC.	15119		FULL OPEB VALUATION FYE 4/30/18 01-14-000-72851	4,665.00
			15134		MILITARY PRCHSE CALC MC HENR 01-14-000-72851	600.00
Total :						5,265.00

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183477	8/16/2019	011611 FOX VALLEY FIRE & SAFETY CO.	IN00287698	VTP-016992	MONTHLY RADIO MAINTENANCE 14-00-000-72750	8,304.25
Total :						8,304.25
183478	8/16/2019	002877 G. W. BERKHEIMER CO., INC.	499237		TRI-POWER BELT 01-26-025-72520	10.45
			501033		MOTOR 01-26-025-72520	157.97
Total :						168.42
183479	8/16/2019	004458 GATTO'S RESTAURANT & BAR	138276		SENIOR CENTER LUNCHEON 8/14/ 01-41-056-72937	360.60
Total :						360.60
183480	8/16/2019	004508 GEM BUSINESS FORMS, INC	59866	VTP-017160	PARKING/COMPLIANCE TICKETS 01-17-205-72310	2,977.00
Total :						2,977.00
183481	8/16/2019	015397 GOVTEMPSUSA LLC	2841192		7/28/19 & 8/4/19 PAULA WALLRICH 01-33-000-72750	6,274.80
Total :						6,274.80
183482	8/16/2019	004438 GRAINGER	9239118293		BOLT 01-21-000-72530	6.76
			9251129202		GLOVES 01-26-023-73845	54.43
					01-26-024-73845	27.22
					60-00-000-73845	34.30
					63-00-000-73845	3.81
					64-00-000-73845	16.32
Total :						142.84
183483	8/16/2019	004705 HIGH PSI LTD	64115		SOCKET,PLUG,PARTS 01-26-025-72530	305.99
Total :						305.99
183484	8/16/2019	018712 HIGH TOUCH HIGH TECH	081219	VTP-017281	MAKING ALIEN SLIME AND PUMPKI 01-35-000-72923	50.00

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183484	8/16/2019	018712	018712 HIGH TOUCH HIGH TECH		(Continued)	Total : 50.00
183485	8/16/2019	012328	HOMER INDUSTRIES		S134359 DROP CHARGE -CHIPS 01-26-023-72890	50.00
					S134441 DROP CHARGE - CHIPS 01-26-023-72890	100.00
					S134477 DROP CHARGES - CHIPS 01-26-023-72890	200.00
					Total :	350.00
183486	8/16/2019	011853	IATAI		081419 BRYAN BISHOP MEMBERSHIP 2019 01-17-205-72720	45.00
					081419. KENT BORDEN MEMBERSHIP 2019 01-17-205-72720	45.00
					081419.. BRYAN BISHOP CONF 2019 01-17-205-72170	195.00
					081419... KENT BORDEN CONF 2019 01-17-205-72170	195.00
					Total :	480.00
183487	8/16/2019	005161	IL TACTICAL OFFICERS ASSN		7334 ITOA ANNUAL CONFERENCE VTP-017288 01-17-205-72170	975.00
					Total :	975.00
183488	8/16/2019	005109	IL. DEPT. OF EMPLOYMT SECURITY		693000651 ACCT#800880 4/1/19-6/30/19 01-14-000-72445	2,161.00
					Total :	2,161.00
183489	8/16/2019	004955	ILCMA		1826 JOB AD POSTING ECONOMIC DEVE 01-33-300-72330	50.00
					Total :	50.00
183490	8/16/2019	012469	ILEAS		DUES8851 MEMBERSHIP 7/1/19-6/30/20 01-17-205-72720	240.00
					Total :	240.00
183491	8/16/2019	004813	ILLINOIS MUNICIPAL LEAGUE		081319 JOHN URBANSKI REGIST & ATTENI 01-26-023-72170	82.50

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183491	8/16/2019	004813 ILLINOIS MUNICIPAL LEAGUE	(Continued)		60-00-000-72170	28.87
					63-00-000-72170	28.87
					64-00-000-72170	24.76
			081319.		COLBY ZEMAITIS REGIST & ATTEN	
					01-26-023-72170	82.50
					60-00-000-72170	28.87
					63-00-000-72170	28.87
					64-00-000-72170	24.76
					Total :	330.00
183492	8/16/2019	005127 INGALLS OCCUPATIONAL MEDICINE	280018		DRUG SCREEN,TB INTRADERMAL,	
					01-53-000-72446	59.00
					01-15-000-72446	59.00
					01-26-023-72735	59.00
			280148		DRUG/ALCOHOL RAND,BREATHAL	
					01-14-000-72985	100.00
					01-26-025-72735	20.00
					01-26-023-72735	79.00
					01-26-025-72735	59.00
			280951		DRUG SCREENS	
					01-17-205-72446	59.00
					01-15-000-72446	59.00
			281069		EXAM/RONALD FUGGER	
					01-41-040-72846	489.00
			281190		EXAMS/DRUG SCREEN	
					01-26-023-72446	359.00
					01-26-023-72735	59.00
					01-26-025-72446	359.00
			281294		7/15/19 DRUG SCREEN JONATHON	
					01-19-000-72446	59.00
					Total :	1,878.00
183493	8/16/2019	005025 INTERNATIONAL CODE COUNCIL INC	1001072524		SPRINKLER REVIEW BANNES SCH	
					01-33-300-72844	1,000.00
			1001075800		SPRINKLER REVEIW FIRE ST #47	
					01-33-300-72844	700.00

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183493	8/16/2019	005025	005025 INTERNATIONAL CODE COUNCIL IN (Continued)			Total : 1,700.00
183494	8/16/2019	015231	INTERNAT'L ACCREDITATION SERV.	FPD-101	RENEWAL 1 YEAR CERT OF ACCRE 01-19-020-73880	1,200.00 Total : 1,200.00
183495	8/16/2019	004875	IRMA	SALES0017668	JULY '19 DEDUCTIBLE 01-14-000-72541 60-00-000-72541 64-00-000-72541 70-00-000-72541	8,578.71 1,756.51 752.79 3,219.90 Total : 14,307.91
183496	8/16/2019	005250	J & L DOORS, INC	734675	CONTINUOUS HINGE 01-26-025-73840	168.16 Total : 168.16
183497	8/16/2019	005409	KANE MCKENNA & ASSOCIATES INC	16495	ENCORE INCENTIVE ANALYSIS 01-33-320-72750	1,537.50 Total : 1,537.50
183498	8/16/2019	018046	KEVRON PRINTING & MAILING,INC.	19-44669 19-44685 19-44731	BUSINESS CARDS-MICHAEL CHAM 01-33-300-72310 BUSINESS CARDS- DOMINIC SANF 01-11-000-72310 BUSINESS CARDS - NICHOLE GAR 01-35-000-73110	35.00 250.00 12.50 Total : 297.50
183499	8/16/2019	005356	KROTSER, BRIAN	080919	PER DIEM: MEAL,CONF REGIST/20 01-17-220-72140	120.00 Total : 120.00
183500	8/16/2019	014190	LEHIGH HANSON	5763596	BED/BACKFILL,STONES 70-00-000-73860 01-26-023-73860 60-00-000-73860 63-00-000-73860	67.42 202.27 254.86 28.32

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183500	8/16/2019	014190 LEHIGH HANSON	(Continued)		64-00-000-73860	121.36
Total :						674.23
183501	8/16/2019	005765 MARTIN WHALEN O.S. INC.	IN2027929		XER/XWC5325 PD 8/2/19-8/1/20 01-17-205-72750	723.94
Total :						723.94
183502	8/16/2019	005645 MEADE ELECTRIC COMPANY INC.	689175		TRAFFIC SIGNAL 171 & 173 OPA 18 01-26-024-72775	495.00
			689213		TRAFFIC SIGNAL 187TH HARLEM 01-26-024-72775	1,985.79
Total :						2,480.79
183503	8/16/2019	006074 MENARDS	64813		CRD,VALVES,CEMENT,PIPES 01-26-023-73630	211.96
			64827		TEE,ELBOW,BUSHING,COUPLING 01-26-023-73630	19.66
			64867		TARP 01-26-023-73870	19.98
			67096		WHEEL,SOIL 01-26-025-73680	15.54
			67097		CREDIT WHEEL,SOIL 01-26-025-73680	-15.54
			67785		BELGIAN REV 01-26-025-72523	345.00
			69673		GLOVES,CVR,HANGER,OUTLET,WI 01-21-000-72530	40.96
			69676		AC2 GREEN TR 01-21-000-72530	206.40
			69677		MARKING PAINT,DUCT TAPE,SIDEV 01-19-000-72644	139.14
			69758		DUCK TAPE,TIEDOWNS 60-00-000-73870	4.61
					63-00-000-73870	4.61
					64-00-000-73870	3.96
					01-26-023-73870	13.18

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183503	8/16/2019	006074	MENARDS		(Continued)	
			69864		01-26-024-73870 PAIL,COVER,TRIM TRAY	6.59
			70039		01-26-023-73620 ADAPTER,COUPLING,WYE	15.09
			70061		01-26-023-72526 TOWEL,LINERS	17.55
					60-00-000-73410	18.18
					63-00-000-73410	2.02
					64-00-000-73410	8.65
			70091		COVER BLANK	
					01-26-025-73570	0.61
			70152		RATCHET,SEAL	
					01-26-023-73410	31.95
			70163		WIPES	
					01-26-025-73580	71.55
			70225		TOILET BOWL CLEAN,BB AND CAC	
					01-26-025-73580	24.44
					01-26-023-73115	11.95
					01-26-024-73115	5.98
					60-00-000-73115	8.37
					64-00-000-73115	3.58
			70228		ADHESIVE & GROUT,KNIVES,SPRE	
					01-26-025-72520	9.56
			70283		PL,TOOL BG,STWAWY,PLRS,SCRW	
					60-00-000-73410	88.43
					63-00-000-73410	22.11
			70445		PARTS,PLUG,OUTLET,HANGER,AC	
					01-21-000-72530	300.36
					Total :	1,656.43
183504	8/16/2019	012517	MERIDIAN IT INC		<IT> - NETWORK SWITCH REPLCM	
			452573		30-00-000-74129	3,700.00
			457029	VTP-017053	<IT> DR PROJECT - FLEXPOD INST	
				VTP-017280	30-00-000-74126	3,053.75
					Total :	6,753.75

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183505	8/16/2019	005790 METROPOLITAN WATER RECLAMATION	080119		2ND INSTALLMENT 2019 SEWER SI 60-00-000-73226	391,770.56
					Total :	391,770.56
183506	8/16/2019	017651 MSC INDUSTRIAL SUPPLY CO.	3182844001		WASHER,CAP,DISC,HAND PADS,SI 01-26-023-72540	335.33
			3185942001		PARTS 60-00-000-73840	184.47
					63-00-000-73840	30.75
					64-00-000-73840	92.23
					Total :	642.78
183507	8/16/2019	014443 MURPHY & MILLER, INC	MC00006885		80TH AV METRA ST PREV MAINT 01-26-025-72790	592.83
			SVC00022360		LABOR CARRIER UNIT POST #1 PU 01-26-025-72520	286.00
					Total :	878.83
183508	8/16/2019	018947 NATIONAL RESEARCH CENTER INC	7301		CUSTOM BENCHMARK COMPARIS(O 01-35-000-72790	1,085.00
					Total :	1,085.00
183509	8/16/2019	015723 NICOR	09977410001		ACCT#09-97-74-1000 1 7801 W 191 01-26-025-72511	117.85
					Total :	117.85
183510	8/16/2019	001487 NUWAY DISPOSAL SERVICE INC	6673244		SWEEPINGS 8/2/19 01-26-023-72890	2,440.50
					Total :	2,440.50
183511	8/16/2019	015699 ONSOLVE LLC	INV54661791575		 - CODERED LICENSING & SU	
				VTP-017292	01-17-205-72655	3,300.00
				VTP-017292	01-17-220-72655	2,475.00
				VTP-017292	01-19-000-72655	2,475.00
				VTP-017292	01-21-000-72655	4,125.00
				VTP-017292	01-26-023-72655	1,650.00
				VTP-017292	01-35-000-72655	825.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183511	8/16/2019	015699 ONSOLVE LLC	(Continued)			
				VTP-017292	60-00-000-72655	1,039.50
				VTP-017292	63-00-000-72655	115.50
				VTP-017292	64-00-000-72655	495.00
					Total :	16,500.00
183512	8/16/2019	006475 PARK ACE HARDWARE	035350/2		*9404 WATER,CHARMIN,TAPES,ZIF	
					01-19-000-73580	23.98
					01-19-000-73410	20.96
					01-19-000-72220	7.98
			035364/2		#891431 PIPE WRENCH,COMPOUN	
					60-00-000-73630	30.33
			061630/1		#9404 PARTS	
					01-19-000-72540	1.79
			61690/1		#89143 PART	
					01-26-025-73840	1.11
					Total :	86.15
183513	8/16/2019	017268 PETERSON JOHNSON & MURRAY	12537		LEGAL SERV JABER(OMAR) OTHE	
					60-00-000-72850	1,150.50
			12569		LEGAL SERV VOTP PROSECUTION	
					01-14-000-72850	4,292.00
			12570		LEGAL SERV JOHNSON VS VOTP,V	
					01-14-000-72855	459.75
			12571		LEGAL SERV EBERHARDT VS VOTI	
					01-14-000-72850	214.50
			12583		LEGAL SERV FOIA THRU 7/31/19	
					01-14-000-72850	4,863.50
			12584		LEGAL SERV NEW BREMEN TIF TH	
					27-00-000-72850	744.50
			12585		LEGAL SERV RUDSINSKI VS VOTP	
					60-00-000-72850	819.00
			12586		LEGAL SERV TP 2019 NO CASH BIE	
					01-14-000-72850	560.00
			12587		LEGAL SERV RACINO DEV<MENTA	
					20-00-000-72850	51,690.00
			12588		LEGAL SERV VOTP GENERAL LABC	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183513	8/16/2019	017268 PETERSON JOHNSON & MURRAY	(Continued)			
			12595		01-14-000-72855 LEGAL SERV VOTP-GENERAL MAT 01-14-000-72850	5,362.50 30,729.50
						Total : 100,885.75
183514	8/16/2019	006597 PITNEY BOWES PURCHASE POWER	8000900001076300		ACCT#8000-9000-0107-6300 POSTA 01-14-000-72110 01-33-300-72110 01-41-040-72110 01-13-000-72110 14-00-000-72110 01-19-020-72110 01-35-000-72110 01-33-310-72110 01-53-000-72110 01-41-056-72110 06-00-000-72110 60-00-000-72110 01-17-217-72110	1,824.39 196.55 50.96 128.05 193.60 10.50 142.40 42.85 1.30 233.00 116.50 353.00 6.90
						Total : 3,300.00
183515	8/16/2019	006780 POMP'S TIRE SERVICE, INC	410699561		TIRE 01-26-024-72540	196.43
			690074450		REPAIRS TO END LOADERS/STRE	
			690074538	VTP-017276	01-26-023-72540 WATER DEPT VEHICLE REPAIRS	594.00
				VTP-017286	60-00-000-73560	528.51
				VTP-017286	63-00-000-73560	176.17
				VTP-017286	64-00-000-73560	302.00
						Total : 1,797.11
183516	8/16/2019	006850 QUILL CORPORATION	9064661		NAMEPLATE,SIGN 01-33-310-73110	11.71
			9121217		QUIKNOTES 01-33-310-73110	61.18

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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>
183516	8/16/2019	006850	006850 QUILL CORPORATION		(Continued)	Total : 72.89
183517	8/16/2019	018454	R.C.WEGMAN CONSTRUCTION CO	3	FIRE ST #47 7825 W 167TH ST 33-00-000-75907	282,042.00 Total : 282,042.00
183518	8/16/2019	006361	RAY O' HERRON CO INC	1931064-IN	ID PANELS	545.58
				VTP-017016	01-19-000-73610	12.43
			1943294-IN		TIE BAR / H SEMETUISKIS	18.95
			1943295-IN		CAP COVER / SARAH JASPERSE	10.95
					01-17-205-73610	Total : 587.91
183519	8/16/2019	015230	RIDGE LANDSCAPE SERVICES LLC	6831	LAWN MAINT 7/15/19-7/20/19 01-26-023-72881	16,507.56 Total : 16,507.56
183520	8/16/2019	016334	RUSH TRUCK CENTERS	3016062129	HIGH PRESSURE PUMP	1,611.32
				3016105708	01-26-023-72540	667.44
				VTP-017274	SHOE KIT, VALVE DRUM, ADJ BRK 01-26-023-72540	Total : 2,278.76
183521	8/16/2019	007629	SAM'S CLUB DIRECT	3539	**** 8162 DRINKS, ICE 01-21-000-72220	52.18 Total : 52.18
183522	8/16/2019	007092	SAUNORIS	600038	SOD, PALLET CHARGE	835.00
				600138	01-26-023-73680	-32.00
					CREDIT PALLET REFUND 01-26-023-73680	Total : 803.00
183523	8/16/2019	007453	SERVICE SANITATION, INC.	7695706	AUG 10 MUSIC IN THE PLAZA CON	915.00
				7746401	01-35-000-72923 PORTABLE RESTROOM, SANITIZER	
				VTP-017002		

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183523	8/16/2019	007453	SERVICE SANITATION, INC.	(Continued)	01-17-215-73600	186.00
Total :						1,101.00
183524	8/16/2019	013190	SOLARWINDS	IN441464	<IT> - SERVER MONITORING SFTW	685.00
Total :						685.00
183525	8/16/2019	012238	STAPLES BUSINESS ADVANTAGE	3418772778	STPLR,CHISL,POS RLLS,TAPE,2020	14.59
					01-13-000-73110	41.05
					01-15-000-73110	157.00
					01-14-000-73110	154.62
				3418772783	LABELS,PPR CLIPS,BROTHER TZE	154.62
					01-17-205-73110	289.96
				3421381039	SIGNHOLDER,LAM FILM	125.99
					01-35-000-72923	125.99
					01-35-000-73110	41.05
				3421381040	STAPLR RMVR,POS RLLS,ADD MCH	115.02
					01-13-000-73110	41.05
					01-14-000-73110	115.02
				3421381041	QUIK STOR BANKERS BOXES	53.69
					01-14-000-73110	53.69
				3421381042	FILE JACKET, BINDER	97.28
					01-17-205-73110	97.28
				3421381043	2020 CALENDAR	55.98
					01-17-205-73110	55.98
				3421381044	CARD STOCK,PAPER	70.65
					01-17-205-73110	70.65
Total :						1,216.88
183526	8/16/2019	011189	STAPLES CREDIT PLAN	1325329 1 001 72073	**** 8144 COPY PAPER	161.97
					01-19-000-73110	161.97
					60-00-000-73110	10.80
					64-00-000-73110	10.80
					01-26-023-73110	21.60
					01-26-024-73110	10.79
				1938414 1 001 72671	**** 8144 OFFICE SUPPLIES	

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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>
183526	8/16/2019	011189 STAPLES CREDIT PLAN	(Continued)		60-00-000-73110	24.64
					64-00-000-73110	10.56
					01-26-023-73110	35.20
					01-26-024-73110	17.61
					Total :	303.97
183527	8/16/2019	007658 STATE TREASURER	55930		TRAFFIC SIGNAL MAINT/HARLEM 8	
					01-26-024-72775	1,852.50
					Total :	1,852.50
183528	8/16/2019	007297 SUTTON FORD INC./FLEET SALES	488240		NAME PLATE	
			488361		01-17-205-72540	37.39
			488599		PIPE,GASKET	
					01-17-205-72540	282.99
					BRAKE LINING,ROTOR ASY BRAKE	
					63-00-000-72540	56.24
					64-00-000-72540	96.42
					60-00-000-72540	168.73
			623555		REPLACED AXLE AND LOWER BAL	
				VTP-017290	01-17-205-72540	860.40
					Total :	1,502.17
183529	8/16/2019	002122 TERRY'S RV CENTER	6648		BRUSH BLOCK UNIT #52	
					60-00-000-72540	54.12
					63-00-000-72540	18.04
					64-00-000-72540	30.92
					Total :	103.08
183530	8/16/2019	002957 THE BREWER COMPANY	130540		PAINT,FILTER BAGS	
					01-26-023-73620	49.30
					Total :	49.30
183531	8/16/2019	012609 THE INNOVATION GROUP INC	20570		DEV SUPPORT SERV 7/1/19-7/31/19	
					20-00-000-72790	11,325.00
					Total :	11,325.00

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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>
183532	8/16/2019	018724 THE LOCKER SHOP	65060		SHORTS,UNDER ARMOR/S FRENCH 01-19-000-73610	236.00
			65875		PANTS,SHIRT,T-SHIRT,BOOT/ALVA 01-19-000-73610	295.00
			E 64796		SHORTS / D ADKINS 01-19-000-73610	35.00
			E 65042		SHORTS,CAP,BOOTS/T SWARTZEN 01-19-000-73610	263.00
			E 65045		BOOTS,SHORTS,WINDSHIRT/W RIC 01-19-000-73610	230.00
			ES 65477		SHIRT,INSOLES,T-SHIRT,SWEATPA 01-19-000-73610	237.00
			O 65056		PANTS/ W RICHEY 01-19-000-73610	112.00
			OE 61419		POLO/L FITZMAURICE 01-19-000-73610	57.00
			OE 64376		POLO/K HICKEY 01-19-000-73610	67.00
			OE 64624		INSOLES,UNDER ARMOR,SHORTS, 01-19-000-73610	315.00
			OE 65037		POLO/M WITTMAN 01-19-000-73610	62.00
			OE 65051		SHORTS,CAP,UNDER ARMOUR,PO 01-19-000-73610	350.00
			OE 65059		SHORTS,PANTS,POLO/D ERWIN 01-19-000-73610	318.00
			OE 65819		JACKET,UNDER AMOUR/J KUSHNE 01-19-000-73610	152.00
			OES 65044		POLO,BOOTS,BELT,SHORTS,T-SHII 01-19-000-73610	376.00
			OES 65048		T-SHIRTS,POLO/P MARIANOVICH 01-19-000-73610	162.00
			OES 65049		POLO,T-SHIRTS,UNDER ARMOUR/F 01-19-000-73610	287.00
			OES 65054		CAP,SHIRT,WINDSHIRT,SHORTS,S 01-19-000-73610	499.00
			OES 65055		BOOTS,SHORTS,PANTS,T-SHIRTS/ 01-19-000-73610	

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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>
183532	8/16/2019	018724 THE LOCKER SHOP	(Continued)			
			OES 65820		01-19-000-73610 POLO,INSOLES,PANT,T-SHIRTS/S €	267.00
			OES 65874		01-19-000-73610 PANTS,SHIRT,T-SHIRT/A TESSARI	166.00
			S 65057		01-19-000-73610 T-SHIRTS/T RABIDEAU	168.00
			S 65061		01-19-000-73610 T-SHIRT/C RUSS	68.00
					01-19-000-73610	54.00
					Total :	4,776.00
183533	8/16/2019	012187 TOTAL AUTOMATION CONCEPTS, INC	C005308			
				VTP-017285	AUTOMATION SERVICE AGREEME 01-26-025-72790	13,806.00
					Total :	13,806.00
183534	8/16/2019	007955 TRAFFIC CONTROL & PROTECTION	101636			
					STRAPPING,VALUCLIPS 01-26-023-73830	340.15
					Total :	340.15
183535	8/16/2019	013200 TRIBUNE PUBLISHING COMPANY	008358750000			
					#CU00027575 CLASSIFIED LISTING 01-33-310-72330	280.32
					01-26-023-72330	295.98
					01-33-310-72330	338.72
					Total :	915.02
183536	8/16/2019	008040 UNDERGROUND PIPE & VALVE CO	037281			
					ALL SS REPAIRS CLAMP,PIPES 60-00-000-73630	1,784.00
					Total :	1,784.00
183537	8/16/2019	010165 WAREHOUSE DIRECT WORKPL SOLTNE	4375081-0			
					PAPER 60-00-000-73110	38.94
					64-00-000-73110	16.69
					01-26-023-73110	55.63
					01-26-024-73110	27.82
					Total :	139.08

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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>	
183538	8/16/2019	011055 WARREN OIL CO.	W1244024		N.L. GAS USED 7/26/19-8/7/19		
					01-17-205-73530	12,373.97	
					01-19-000-73530	419.03	
					01-19-020-73530	125.79	
					01-21-000-73530	568.40	
					60-00-000-73530	1,104.60	
					63-00-000-73530	276.15	
					64-00-000-73530	591.75	
					01-26-023-73530	1,706.39	
					01-26-024-73530	961.10	
					01-33-300-73530	323.90	
					01-12-000-73530	158.81	
					01-14-000-73532	134.44	
					01-53-000-73530	281.45	
					01-42-000-73545	343.17	
					Total :	19,368.95	
183539	8/16/2019	012723 WHALEN, BARBARA R	Ref001380399		UB Refund Cst #00452770, rfnd dupl		
					60-00-000-20599	169.56	
					Total :	169.56	
183540	8/16/2019	008636 ZETTLEMEIER'S BAKERY	081419		BAKERY ITEMS/SENIOR CENTER		
					01-41-056-72937	82.00	
					Total :	82.00	
97 Vouchers for bank code : apbank						Bank total :	1,013,398.22
97 Vouchers in this report						Total vouchers :	1,013,398.22

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Voucher List
Village of Tinley Park

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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

**Interoffice****Memo**

Date: August 15th, 2019

To: Village Board of Trustees

From: Dominic Sanfilippo, Executive Assistant to the Mayor

Subject: Speedy Burritos Class E Liquor License Request (Board Meeting)

The purpose of this memo is to explain the background of Speedy Burritos Mexican Grill's request for a Class E Liquor License.

Carolina Gonzaga of Speedy Burritos Mexican Grill, located at 7108 W. 171st Street, has approached the liquor commissioner about adding a liquor license to her establishment. Speedy Burritos is a full service restaurant that has operated in Tinley Park for 6 years, is in good standing with the Village of Tinley Park, and has been a stable presence in the community.

Their petition is for a Class E Liquor License, which "(s)hall authorize the retail sale of wine and beer only on the premises designated therein for consumption by the drink on such premises only."¹

Their proposal states that the establishment wishes to obtain this liquor license because "we lose a lot of business by not having beer and wine to serve with our food...I want my business to stay open and compete with other restaraunts."

On August 13th, 2019, the Administrative and Legal Committee of the Village Board of Trustees unanimously voted to move this proposal to the full Board of Trustees meeting on Tuesday, August 20th, 2019.

¹ Tinley Park Municipal Code, § 112.20, (E), (1).

THE VILLAGE OF TINLEY PARK
Cook and Will Counties, Illinois

ORDINANCE
NO. 2019-O-046

**AN ORDINANCE INCREASING THE NUMBER OF CLASS “E” LIQUOR
LICENSES THAT CAN BE ISSUED IN THE VILLAGE
(Speedy Burritos, located at 7108 W. 171st Street)**

JACOB C. VANDENBERG, President
KRISTIN A. THIRION, Village Clerk

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

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

VILLAGE OF TINLEY PARK
Cook and Will Counties, Illinois

ORDINANCE NO. 2019-O-046

**AN ORDINANCE INCREASING THE NUMBER OF CLASS “E” LIQUOR
LICENSES THAT CAN BE ISSUED IN THE VILLAGE
(Speedy Burritos, located at 7108 W. 171st Street)**

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, pursuant to Title XI, Chapter 112, Section 22 of the Village Code, liquor licenses may be authorized by the President and Board of Trustees of the Village of Tinley Park and the number of liquor licenses authorized to be issued for each license class shall be kept on record in the office of the Village Clerk; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park believe and hereby declare it is in the best interest of the Village to increase the number of Class “E” liquor licenses authorized to be issued; and

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, 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: Pursuant to Title XI, Chapter 112, Section 22 of the Village of Tinley Park Village Code, the number of Class “E” licenses that can be issued by the Village shall be and is hereby increased from seven (7) to eight (8), (this increase in the number of Class “E” liquor licenses reflects the availability of one additional Class “E” liquor license to be issued to Speedy Burritos, located at 7108 W. 171st Street).

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: This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS ____ day of _____, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS ____ day of _____, 2019.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

STATE OF ILLINOIS)
 COUNTY OF COOK) 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-046 “AN ORDINANCE INCREASING THE NUMBER OF CLASS “E” LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE (Speedy Burritos, located at 7108 W. 171st Street),” which was adopted by the President and Board of Trustees of the Village of Tinley Park on _____, 2019.

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

 KRISTIN A. THIRION, VILLAGE CLERK

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

ORDINANCE
NO. 2019-O-047

**AN ORDINANCE APPROVING CERTAIN TEXT AMENDMENTS TO THE VILLAGE
OF TINLEY PARK ZONING ORDINANCE PERTAINING TO LIGHTING
REGULATIONS FOR CERTAIN ZONING DISTRICTS**

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

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2019-O-047**AN ORDINANCE APPROVING CERTAIN TEXT AMENDMENTS TO THE VILLAGE OF TINLEY PARK ZONING ORDINANCE PERTAINING TO LIGHTING REGULATIONS FOR CERTAIN ZONING DISTRICTS**

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 amend (“Amendments”) its Zoning Ordinance to include certain regulations pertaining exterior lighting guidelines which control glare in multi-family, commercial, and industrial zoning districts; and

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

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

WHEREAS, on June 21, 2019 the Plan Commission voted 4-0 in favor to recommend said Amendments to the Tinley Park Zoning Ordinance; and

WHEREAS, the Plan Commission of this Village has filed its report of findings and recommendations that the proposed 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 Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve said Amendments to the Tinley Park Zoning 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 V.C.9.E of the Tinley Park Zoning Ordinance entitled (“GLARE”) is hereby amended by adding the following language in alphanumerical order:

[Amendments attached hereto as Exhibit 1]

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 20th day of August, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 20th day of August, 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. 2019-O-047, “AN ORDINANCE APPROVING CERTAIN TEXT AMENDMENTS TO THE VILLAGE OF TINLEY PARK ZONING ORDINANCE PERTAINING TO LIGHTING REGULATIONS FOR CERTAIN ZONING DISTRICTS,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 20, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of August, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

EXHIBIT 1**Amendments to Section V.C.9.E of the Tinley Park Zoning Ordinance**

A. Applicability: All public and private outdoor lighting installed in the Village of Tinley Park shall be in conformance with the requirements set forth in this section.

B. Definitions:

Exterior Lighting: The illumination of an outside area or object by any manmade device that produces light by any means.

Fixture: The assembly that houses the lamp or lamps and can include all or some of the following parts: a housing, a mounting bracket or pole socket, a lamp holder, a ballast, a reflector or mirror, and/or a refractor or lens.

Flat Lenses: A glass or plastic element used in luminaires that is flush or inside the bottom edge of the luminaire.

Foot-Candle (fc): A unit of illumination produced on a surface, all points of which are one foot from a uniform point source of one standard candle.

Foot-Candle Horizontal Measurement (hfc): The measurement of foot-candles utilizing a direct reading, portable light meter mounted on a horizontal position.

Glare: The sensation produced by luminance within the visual field that is sufficiently greater than the luminance to which the eyes are adapted to cause annoyance, discomfort, or loss in visual performance and visibility.

Height Of Luminaire: The maximum height of a luminaire shall be measured from the ground directly below the centerline of the luminaire to the top of the pole or luminaire, whichever is higher.

Light Loss Factor (LLF): A factor applied to lamps which estimates the lumen output of a lamp sometime after installation. (For example, a lamp with an initial lumen rating of 10,000 which has a light loss factor of 0.8 is estimated to put out 8,000 lumens. A lamp with an initial lumen rating of 10,000, which has a light loss factor of 1.0, is estimated to put out 10,000 lumens.)

Luminaire: A complete lighting unit consisting of a light source and all necessary mechanical, electrical, and decorative parts.

Pre-Curfew: The acceptable light levels during normal business hours.

Post-Curfew: The acceptable light levels during closed business hours.

Sag Lenses: A glass or plastic element used in luminaires that extends below the bottom edge of the luminaires.

Uniformity Ratio: Describes the average level of illumination in relation to the lowest level of illumination for a given area.

C. Luminaire Design Factors:

1. The style of the light and light standard shall be consistent with the architectural style of the principal building.
2. Pathways, sidewalks, and trails shall be lighted with low level fixtures not to exceed eight (8) feet in pole height.
3. All building lighting fixtures for security or aesthetics shall be rated U0 per IES TM 15-11, with no light above a 90 degree plane. Floodlighting and wallpack lighting fixtures are discouraged, and if used, shall be rated U0 per IES TM 15-11, with no light above a 90 degree plane to prevent disability glare for drivers or pedestrians and light trespass beyond the property line.
4. All parking area lighting fixtures shall be rated U0 per IES TM 15-11, with no light above a 90 degree plane.
5. Poles supporting lights shall be no taller than twenty-three (23) feet in a residential district, twenty-five (25) feet in a commercial district, including automobile dealerships, a commercial part of a residential planned unit development, including automobile dealerships, or in office/business park districts, and thirty-two (32) feet in any industrial district.

D. Standards and Requirements:

1. Lighting shall be provided in accordance with the standards of the Illuminating Engineering Society of North America (IESNA) as follows for all uses, with the exception of automotive dealerships.

IESNA Parking Lot Levels Of Activity	Maintained Horizontal Illuminance Standards (Foot-Candles)	
	Pre-Curfew (Average)	Post-Curfew (Average)
High – Includes high intensity business or industrial districts	5.0	2.0

Medium - Includes business zone districts; commercial mixed use and heavy industrial and/or manufacturing zone districts	2.5	1.5
Low - Includes neighborhood business districts; churches, schools and neighborhood recreational facilities; and light industrial zoning with modest nighttime uses or lighting requirements	1.0	0.5

2. Lighting shall be provided in accordance with the standards of the Illuminating Engineering Society of North America (IESNA) as follows for automotive dealerships:

<u>Areas Of Activity</u>	<u>Description</u>	Maintained Horizontal Illuminance Standards (Foot-Candles)	
		Pre-Curfew (Average)	Post-Curfew (Average)
Feature display area	The first row of vehicles adjacent to a major/minor arterial, including the area in front of the vehicle up to the property line and behind the vehicle up to the merchandise area and/or the circulation area including drive aisles.	80	25
Merchandise area	All other rows of vehicles on a lot used for general auto sales, including all areas surrounding the vehicle up to the defined circulation area including related drive aisles.	35	5
Circulation area	Includes all portions of the lot dedicated to customer parking, employee parking, site entrance areas and inventory areas including related drive aisles.	5	2

Security lighting, Monday—Sunday	The average amount of light found on site within each of the areas of activity, including the feature display area, merchandise area, and circulation area from 10:00 p.m. until sunrise.	5	N/A
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3. In determining the average foot-candle standard, all foot-candle measurements shall be taken at a height of three and one-half (3.5) feet above the ground at ten-foot increments throughout the areas of activity.
4. Sag lenses are prohibited from use on all site lighting luminaries. All new fixtures shall have flat lenses.
5. Light shields used to control light and reduce glare shall be made of nonreflective material.
6. Exterior lighting shall be designed at or below the following average maintained foot-candles at the property line:

Location	Maximum Foot-Candles At Property Line - Horizontal Measurement
Residential to residential	Horizontal fc: 0.10
Nonresidential to nonresidential	Horizontal fc: 2.0
Nonresidential to residential	Horizontal fc: 0.10
Intensity at adjoining right-of-way	Horizontal fc: 2.0

7. The light loss factor (LLF) shall be a minimum of 0.75 to a maximum of 0.8 for metal halide and high pressure sodium fixtures, and a minimum of 0.90 to a maximum of 0.95 for L.E.D. fixtures.

E. Measuring Light Levels:

1. Metering Equipment: Light levels of both direct and indirect light shall be measured in foot-candles with a direct reading, portable light meter. Readings shall be taken only after the cell has been exposed long enough to provide a constant reading.
2. Method of Measurement: Foot-candle horizontal measurements shall be taken at a height of three and one-half (3.5) feet above ground.

F. Exceptions and Variances:

1. Because of their unique requirement for nighttime visibility and their limited hours of operation, ball diamonds, playing fields, tennis courts, and other outdoor recreational facilities shall be exempted from the general standards of this Section. Lighting for outdoor recreational facilities shall be shielded to minimize light and glare from spilling onto adjacent residential properties. The maximum permitted illumination at adjoining residential property lines shall be one-half (1/2) foot-candle. The maximum permitted illumination at adjoining nonresidential property lines shall be two (2) foot-candles.
 2. Luminaires used for public roadway illumination by the Village or any other public transportation agency shall be exempt from the requirements of this Section but may be subject to the regulations of federal or State agencies or by intergovernmental agreements.
 3. Decorative seasonal lighting shall be limited to a power rating of less than or equal to seventy-five (75) watts.
 4. Temporary emergency lighting used by police, firefighters, and other emergency services, as well as all vehicular luminaires shall be exempt.
 5. Hazard warning lights that are required by local or federal regulatory agencies shall be exempt.
 6. Transportation facilities shall be exempt.
 7. Public walkways shall be exempt.
 8. When site characteristics are unique and the requirements of this Section cannot be met, the Community Development Director or their designee has the authority to approve nonconforming lighting designs if the illumination levels and/or uniformity ratios are within twenty percent (20%) of the values set forth in this Section. All other nonconforming designs shall be subject to approval of the Plan Commission and Village Board through the variance procedure or by annexation agreement or development agreement.
- G. Nonconforming Outdoor Lighting: Outdoor lighting in existence on the effective date of this Section that does not comply with this Section shall be exempt from the standards of this Section and shall be considered legally nonconforming. Such fixtures, luminaires and poles may be repaired and maintained. However, the following restrictions will apply:

1. If greater than 10% of existing luminaires are replaced during a 12-month period, they shall be replaced with new luminaires that comply photometrically to this Section.
2. If greater than 10% of existing fixtures utilizing sag lenses are replaced during a 12-month period, they shall be replaced with new flat lenses that comply photometrically to this Section.
3. If at any time after the adoption of this Section, lighting poles which do not comply with the height restrictions shown in this Section are replaced, the replacement pole heights shall comply with the height restrictions set forth.

H. Exterior Lighting Photometric Plan Required:

1. A lighting photometric plan shall be required any time exterior lighting is proposed, or modified, that is associated with a residential use of greater density than a one- or two-family dwelling or with any commercial, office, industrial or other use. The photometric lighting plan shall be submitted with the site plan information as required.
2. The lighting photometric plan shall include a site plan indicating location of light fixtures and intensity of foot-candles on 10' grid throughout the site, including across property lines, proposed luminaire schedule which indicates model numbers, an indication of which lights will be dimmed or turned off during post-curfew mode, light loss factors (LLF) for proposed fixtures and proposed mounting heights, and a summary table containing average foot-candles, minimum foot-candles, maximum foot-candles, uniformity ratio (average/minimum). The plan shall also contain a certification by the property owner or agent and the preparer of the plan that the exterior lighting depicted on the plan complies with the requirements of this Section. Once the plan is approved, the exterior lighting of the property shall conform to the plan.

I. Manufacturer Cut Sheets Required:

1. Manufacturer cut sheets for each proposed lighting fixture shall be required in conjunction with the photometric plan, as described above.



PLAN COMMISSION STAFF REPORT

June 20, 2019

Location

Village-wide

Approval Sought

Text Amendments to Section V.C.9.E of the Zoning Ordinance

Project Planner

Kimberly Clarke, AICP
Com. Dev. Director

Public Hearing

Text Amendments: Lighting Regulations



EXECUTIVE SUMMARY

Consider recommending that the Village Board approve a Text Amendment to Section V.C.9.E (Glare) of the Zoning Ordinance to incorporate additional regulations for lighting requirements for multi-family, commercial and industrial zoning districts.

Staff has proposed a draft Text Amendment to the Performance Standards that regulates glare for multi-family, commercial and industrial districts. The amendment would establish different lighting levels and lighting design elements for new or redeveloped properties.

The timing of these code amendments will coincide with the overall Building Code update, which is expected to be adopted by the Village Board at the September 3, 2019 meeting. Moving forward, staff believes it makes sense to provide additional guidelines for regulating exterior lighting to promote attractive new development and aid developers in preparing their plans for review by the Village.

Updates from the 6.6/2019 Plan Commission Workshop Staff Report are indicated in red.

BACKGROUND

Over the past several years, the Village has experienced many of its older commercial and industrial properties redevelop. In addition to redevelopment, code enforcement deals with “nuisance” light complaints on a regular basis. Staff does not

have anything within the code to support any requirements for different lighting levels or the incorporation of lighting design elements for new or redeveloped properties. Many communities regulate lighting within their nonresidential corridors because it can have an effect on the overall aesthetics of a corridor and impact the public comfort and general welfare. Therefore, staff would like to begin the discussion on how to regulate lighting and review a draft ordinance. This Ordinance was comprised after examining 30 different communities ordinances and speaking with associates in the lighting industry.

DISCUSSION

Design Factors: The proposed ordinance will regulate the style of fixtures. It will require them to include a full cutoff design (no light spillage to the sides with all light directed in a downward fashion) and discourage wallpack (lights affixed to wall that have excessive glare and spillage issues) and floodlighting. These types of lights are the main culprits for nuisance complaints from residents. The proposed ordinance will also limit the height of light poles in proximity to residential or commercial uses. Staff is recommending limiting light poles to twenty-three (23) feet in a residential district, twenty-five (25) feet in commercial areas, (including automobile dealerships and office/business park areas) and thirty-two (32) feet in any industrial district.

Commissioners inquired about the existing height of light poles within parking lots. The heights are not known; however, light poles can range from 12-20 feet and in some cases can reach 35 feet in height. The higher the fixture, the fewer poles are needed to light an equivalent area. Without a maximum height requirement for light poles, it is possible commercial centers may install vary tall lights in order to avoid having to add additional ones. Based on staff's research, twenty-three (23) feet is the typical height for commercial lots and therefore should not be an unreasonable requirement.



Standards and Requirements: This section establishes a chart for required foot light candles based on the use. There are three (3) categories of uses- high, medium, and low. High uses includes high-intensity business or industrial districts such as large shopping malls and major distribution centers with large amounts of nighttime traffic. Medium uses include commercial and mixed uses and/or manufacturing districts. Low uses include neighborhood business districts, churches, schools and light industrial zoning with modest nighttime uses or lighting requirements. Each category has a pre-curfew and post-curfew average allows for a higher light average during business hours.

Exceptions & Variances: Staff recognizes there are unique uses that require different nighttime visibility, such as playing fields and other outdoor recreational facilities. This section specifically exempts those uses from the general standards. It still requires the lights to be shielded to minimize glare and have a maximum one-half (1/2) foot-candle at adjoining residential property.

Nonconforming Luminaires: With any new ordinance you run the chance of creating nonconforming situations. It is not the intent to burden existing properties but to establish criteria on what they need to repair and when they need to come into conformance with the new code. A property will have to come into compliance if when the floor area of any building or structure, or parking area, or any combination of is increased by ten percent (10) or greater.

Photometric Plan: The purpose of this section is to further define the submittal requirements.

RECOMMENDATION

“..make a motion to recommend that the Village Board approve Text Amendment as presented to Section V.C.9.E (Glare) of the Zoning Ordinance to incorporate additional regulations for lighting requirements for multi-family, commercial and industrial zoning districts.

Exhibit A
CURRENT ZONING CODE

E. Glare:

Any operation or activity permitted within the commercial and industrial districts which produces glare at night shall be conducted so that direct and indirect illumination from the source of light on the lot shall not cause illumination in excess of one-half (1/2) foot candle when measured in a residential district. Flickering or intense sources of light shall be controlled or shielded so as not to cause a nuisance across lot lines.

Illumination levels shall be measured with a photoelectric photometer, having a spectral response similar to that of the human eye, following the standard spectral luminous efficiency curve adopted by the International Commission on Illumination.

Uses in all business and commercial districts shall be governed by the Category B standards. Uses subject to Category A and Category B Performance Standards shall limit the use of light sources and illuminated surfaces within five hundred (500) feet of, and visible in, a residential district to comply with the light intensities indicated below.

Source	Maximum Intensity of Light Sources	
	Category A	Category B
Bare Incandescent Bulbs	15 watts	40 watts
Illuminated Buildings	15-foot candles	30-foot candles
Back-lighted or Luminous Background Signs	150-foot lamberts	250-foot lamberts
Outdoor Illuminated Signs and Poster Panels	25-foot candles	50-foot candles
Any Other Unshielded Sources/Intrinsic Brightness	50 candles per square centimeter	50 candles per square centimeter

Exhibit B
PROPOSED TEXT AMENDMENT

A. Applicability: All public and private outdoor lighting installed in the Village of Tinley Park shall be in conformance with the requirements set forth in this section.

B. Definitions:

Exterior Lighting: The illumination of an outside area or object by any manmade device that produces light by any means.

Fixture: The assembly that houses the lamp or lamps and can include all or some of the following parts: a housing, a mounting bracket or pole socket, a lamp holder, a ballast, a reflector or mirror, and/or a refractor or lens.

Flat Lenses: A glass or plastic element used in luminaires that is flush or inside the bottom edge of the luminaire.

Foot-Candle (fc): A unit of illumination produced on a surface, all points of which are one foot from a uniform point source of one standard candle.

Foot-Candle Horizontal Measurement (hfc): The measurement of foot-candles utilizing a direct reading, portable light meter mounted on a horizontal position.

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Light Loss Factor (LLF): A factor applied to lamps which estimates the lumen output of a lamp sometime after installation. (For example, a lamp with an initial lumen rating of 10,000 which has a light loss factor of 0.8 is estimated to put out 8,000 lumens. A lamp with an initial lumen rating of 10,000, which has a light loss factor of 1.0, is estimated to put out 10,000 lumens.)

Luminaire: A complete lighting unit consisting of a light source and all necessary mechanical, electrical, and decorative parts.

Pre-Curfew: The acceptable light levels during normal business hours.

Post-Curfew: The acceptable light levels during closed business hours.

Sag Lenses: A glass or plastic element used in luminaires that extends below the bottom edge of the luminaires.

Uniformity Ratio: Describes the average level of illumination in relation to the lowest level of illumination for a given area.

C. Luminaire Design Factors:

1. The style of the light and light standard shall be consistent with the architectural style of the principal building.
2. Pathways, sidewalks, and trails shall be lighted with low level fixtures not to exceed eight (8) feet in pole height.
3. All building lighting fixtures for security or aesthetics shall be rated U0 per IES TM 15-11, with no light above a 90 degree plane. Floodlighting and wallpack lighting fixtures are discouraged, and if used, shall be rated U0 per IES TM 15-11, with no light above a 90 degree plane to prevent disability glare for drivers or pedestrians and light trespass beyond the property line.
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5. Poles supporting lights shall be no taller than twenty-three (23) feet in a residential district, twenty-five (25) feet in a commercial district, including automobile dealerships, a commercial part of a residential planned unit development, including automobile dealerships, or in office/business park districts, and thirty-two (32) feet in any industrial district.

D. Standards and Requirements:

1. Lighting shall be provided in accordance with the standards of the Illuminating Engineering Society of North America (IESNA) as follows for all uses, with the exception of automotive dealerships.

IESNA Parking Lot Levels Of Activity	Maintained Horizontal Illuminance Standards (Foot-Candles)	
	Pre-Curfew (Average)	Post-Curfew (Average)
High – Includes high intensity business or industrial districts	5.0	2.0
Medium - Includes business zone districts; commercial mixed use and heavy industrial and/or manufacturing zone districts	2.5	1.5
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- Lighting shall be provided in accordance with the standards of the Illuminating Engineering Society of North America (IESNA) as follows for automotive dealerships:

<u>Areas Of Activity</u>	<u>Description</u>	Maintained Horizontal Illuminance Standards (Foot-Candles)	
		Pre-Curfew (Average)	Post-Curfew (Average)
Feature display area	The first row of vehicles adjacent to a major/minor arterial, including the area in front of the vehicle up to the property line and behind the vehicle up to the merchandise area and/or the circulation area including drive aisles.	80	25

Merchandise area	All other rows of vehicles on a lot used for general auto sales, including all areas surrounding the vehicle up to the defined circulation area including related drive aisles.	35	5
Circulation area	Includes all portions of the lot dedicated to customer parking, employee parking, site entrance areas and inventory areas including related drive aisles.	5	2
Security lighting, Monday—Sunday	The average amount of light found on site within each of the areas of activity, including the feature display area, merchandise area, and circulation area from 10:00 p.m. until sunrise.	5	N/A

3. In determining the average foot-candle standard, all foot-candle measurements shall be taken at a height of three and one-half (3.5) feet above the ground at ten-foot increments throughout the areas of activity.
4. Sag lenses are prohibited from use on all site lighting luminaries. All new fixtures shall have flat lenses.
5. Light shields used to control light and reduce glare shall be made of nonreflective material.
6. Exterior lighting shall be designed at or below the following average maintained foot-candles at the property line:

Location	Maximum Foot-Candles At Property Line - Horizontal Measurement
Residential to residential	Horizontal fc: 0.10
Nonresidential to nonresidential	Horizontal fc: 2.0
Nonresidential to residential	Horizontal fc: 0.10
Intensity at adjoining right-of-way	Horizontal fc: 2.0

7. The light loss factor (LLF) shall be a minimum of 0.75 to a maximum of 0.8 for metal halide and high pressure sodium fixtures, and a minimum of 0.90 to a maximum of 0.95 for L.E.D. fixtures.

E. Measuring Light Levels:

1. **Metering Equipment:** Light levels of both direct and indirect light shall be measured in foot-candles with a direct reading, portable light meter. Readings shall be taken only after the cell has been exposed long enough to provide a constant reading.
2. **Method of Measurement:** Foot-candle horizontal measurements shall be taken at a height of three and one-half (3.5) feet above ground.

F. Exceptions and Variances:

1. Because of their unique requirement for nighttime visibility and their limited hours of operation, ball diamonds, playing fields, tennis courts, and other outdoor recreational facilities shall be exempted from the general standards of this Section. Lighting for outdoor recreational facilities shall be shielded to minimize light and glare from spilling onto adjacent residential properties. The maximum permitted illumination at adjoining residential property lines shall be one-half (1/2) foot-candle. The maximum permitted illumination at adjoining nonresidential property lines shall be two (2) foot-candles.

2. Luminaires used for public roadway illumination by the Village or any other public transportation agency shall be exempt from the requirements of this Section but may be subject to the regulations of federal or State agencies or by intergovernmental agreements.
 3. Decorative seasonal lighting shall be limited to a power rating of less than or equal to seventy-five (75) watts.
 4. Temporary emergency lighting used by police, firefighters, and other emergency services, as well as all vehicular luminaires shall be exempt.
 5. Hazard warning lights that are required by local or federal regulatory agencies shall be exempt.
 6. Transportation facilities shall be exempt.
 7. Public walkways shall be exempt.
 8. When site characteristics are unique and the requirements of this Section cannot be met, the Community Development Director or their designee has the authority to approve nonconforming lighting designs if the illumination levels and/or uniformity ratios are within twenty percent (20%) of the values set forth in this Section. All other nonconforming designs shall be subject to approval of the Plan Commission and Village Board through the variance procedure or by annexation agreement or development agreement.
- G. Nonconforming Outdoor Lighting: Outdoor lighting in existence on the effective date of this Section that does not comply with this Section shall be exempt from the standards of this Section and shall be considered legally nonconforming. Such fixtures, luminaires and poles may be repaired and maintained. However, the following restrictions will apply:
1. If greater than 10% of existing luminaires are replaced during a 12-month period, they shall be replaced with new luminaires that comply photometrically to this Section.
 2. If greater than 10% of existing fixtures utilizing sag lenses are replaced during a 12-month period, they shall be replaced with new flat lenses that comply photometrically to this Section.
 3. If at any time after the adoption of this Section, lighting poles which do not comply with the height restrictions shown in this Section are replaced, the replacement pole heights shall comply with the height restrictions set forth.
- H. Exterior Lighting Photometric Plan Required:
1. A lighting photometric plan shall be required any time exterior lighting is proposed, or modified, that is associated with a residential use of greater density than a one- or two-family dwelling or with any commercial, office, industrial or other use. The photometric lighting plan shall be submitted with the site plan information as required.
 2. The lighting photometric plan shall include a site plan indicating location of light fixtures and intensity of foot-candles on 10' grid throughout the site, including across property lines, proposed luminaire schedule which indicates model numbers, an indication of which lights will be dimmed or turned off during post-curfew mode, light loss factors (LLF) for proposed fixtures and proposed mounting heights, and a summary table containing average foot-candles, minimum foot-candles, maximum foot-candles, uniformity ratio (average/minimum). The plan shall also contain a certification by the property owner or agent and the preparer of the plan that the exterior lighting depicted on the plan complies with the requirements of this Section. Once the plan is approved, the exterior lighting of the property shall conform to the plan.
- I. Manufacturer Cut Sheets Required:
1. Manufacturer cut sheets for each proposed lighting fixture shall be required in conjunction with the photometric plan, as described above.

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

ORDINANCE
NO. 2019-O-048

AN ORDINANCE MAKING CERTAIN TEXT AMENDMENTS TO SECTION II.B (DEFINITIONS), SECTION V.B. (SCHEDULE I (SCHEDULE OF PERMITTED USES), SECTION VIII.A.10. (NUMBER OF PARKING SPACES REQUIRED), AND XII (LEGACY CODE) SECTION 3, TABLE 3.A.2 (PROHIBITED USES) OF THE TINLEY PARK ZONING ORDINANCE

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2019-O-048

AN ORDINANCE MAKING CERTAIN TEXT AMENDMENTS TO SECTION II.B (DEFINITIONS), SECTION V.B. (SCHEDULE I (SCHEDULE OF PERMITTED USES), SECTION VIII.A.10. (NUMBER OF PARKING SPACES REQUIRED), AND XII (LEGACY CODE) SECTION 3, TABLE 3.A.2 (PROHIBITED USES) OF THE TINLEY PARK ZONING ORDINANCE

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”) desires to amend Section II.B (definitions), Section V.B. (schedule I (Schedule of Permitted Uses), Section VIII.A.10. (Number of Parking Spaces Required), and XII (Legacy Code) Section 3, Table 3.A.2 (Prohibited Uses) of the Tinley Park Zoning Ordinance; and

WHEREAS, certain amendments to the Tinley Park Zoning Ordinance have been proposed and processed in accordance with the provisions of the Tinley Park Zoning Ordinance; and

WHEREAS, after due notice as required by law the Plan Commission of the Village has held a public hearing on said amendments and submitted its findings and recommendation that the proposed amendments be adopted, and this President and Board of Trustees has duly considered said findings and recommendations; and

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 1: That the report and findings and recommendation 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 this President and Board of Trustees of the Village of Tinley Park, after considering the report and findings and recommendation of the Plan Commission and other matters properly before it, finds, in addition to the findings set forth in Section 1 hereof as follows:

- (a) That the purpose of the proposed text amendments is to define and assign Banquet Facilities as permitted, prohibited and special uses in certain zoning districts; and

- (b) That the proposed text amendments are designed to improve the health, safety and welfare of the Village of Tinley Park and its residents; and
- (c) That the proposed text amendments will contribute favorably to the economic development of the Village as a whole; and
- (d) That the proposed text amendments foster the intent and purpose of the Zoning Ordinance as set forth in Section I of the Zoning Ordinance and are in the best interests of the Village and its residents.

Section 3: That Section II.B (Definitions) is hereby amended by adding the following in alphabetical order as follow:

BANQUET FACILITY: A facility that is available for lease for private events including, but not limited to weddings, anniversaries, corporate or family parties and other similar celebrations. Such use may or may not include on-site kitchen or catering facilities.

Section 4: That Section V.B. (Schedule of Regulations) Schedule I (Schedule of Permitted Uses-By Use Type) is hereby amended by adding certain terms (**in bold**) under the heading of “Dining, Drinking and Entertainment Establishments” regarding “Banquet Facilities” to read as follows:

USE	B-1	B-2	B-3	B-4	B-5	ORI	M-1
DINING, DRINKING AND ENTERTAINMENT ESTABLISHMENTS							
Amusement arcade			S				
Banquet Facilities	S^p	S^q	P^r/S^s	S^t	X	P	P

p tenant space/structure must be no greater than 4,000 sq. ft. Gross Floor Area (GFA)

q tenant space/structure must be no greater than 7,500 sq. ft.GFA

r must be located in a stand-alone structure no greater than or equal to 30,000 sq. ft. GFA

s if located in multi-tenant structures less than 30,000 sq. ft.GFA but no greater than 50,000 sq. ft. GFA; or in a stand-alone greater than 30,000 sq. ft. GFA

t tenant space/structure must be no greater than 4,000 sq. ft. GFA

Section 5: That Section V.B. (Schedule I (Schedule of Permitted Uses-By District) is hereby amended by adding certain terms (**in bold**) under the heading “B-1 Neighborhood Shopping” in alphabetical order to read as follows: **Banquet Facilities S^p**.

Section 6: That Section V.B. (Schedule I (Schedule of Permitted Uses-By District) is hereby amended by adding certain terms (**in bold**) under the heading “B-2 Community Shopping” in alphabetical order to read as follows: **Banquet Facilities S^q**.

Section 7: That Section V.B. (Schedule I (Schedule of Permitted Uses-By District) is hereby amended by adding certain terms (**in bold**) under the heading “B-3General Business & Commercial” in alphabetical order to read as follows: **Banquet Facilities P^r/S^s**.

Section 8: That Section V.B. (Schedule I (Schedule of Permitted Uses-By District) is hereby amended by adding certain terms (**in bold**) under the heading “B-4 Office & Service Business ” in alphabetical order to read as follows: **Banquet Facilities S^t**.

Section 9: That Section V.B. (Schedule I (Schedule of Permitted Uses-By District) is hereby amended by adding certain terms (**in bold**) under the heading “B-5 Automotive Uses” in alphabetical order to read as follows: **Banquet Facilities X**.

Section 10: That Section VIII.A.10. (Number of Parking Spaces Required) is hereby amended by adding certain terms (**in bold**) in the table of “Required Parking Spaces” in alphabetical order to read as follows:

Uses	Minimum Required Off-Street Parking Spaces
Banquet Facilities in B-1 & B-4	1 space/100 sq.ft.
Banquet Facilities in ORI & M-1	1 space/200 sq. ft.
Banquet Facilities in B-2 & B-3	1 space/200 sq. ft. if shared parking opportunities
Banquet Facilities in B-2 & B-3	1 space/100 sq.ft. if no shared parking opportunities

Section 11: That Section XII, Section A. Table 3.A.2. (Prohibit Uses) is hereby amended by adding certain terms (**in bold**) under the heading “Prohibited Uses” in alphabetical to include **Banquet Facilities**.

Section 12: 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 13: That this Ordinance shall be in full force and effect from and after its adoption and approval.

Section 14: 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 20th day of August, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 20th day of August, 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. 2019-O-048, “AN ORDINANCE APPROVING TEXT AMENDMENTS TO SECTION II AND SECTION III.W OF THE ZONING ORDINANCE PERTAINING TO TELECOMMUNICATION SERVICE FACILITIES,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 20, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of August, 2019.

KRISTIN A. THIRION, VILLAGE CLERK



PLAN COMMISSION STAFF REPORT

August 1, 2019

Petitioner

Village of Tinley Park

Approvals Sought

Text Amendments to Sections II.B, V.B. (Schedule I), VIII.A.10, and VII (Legacy Code) Section 3, Table 3.A.2

Project Planner

Paula J. Wallrich, AICP
Planning Manager

Text Amendment/Banquet Facilities

Red text denotes changes since the PC workshop

EXECUTIVE SUMMARY

Consider recommending that the Village Board approve Text Amendments to sections of the Tinley Park Zoning Ordinance to regulate *Banquet Facilities* as a Special, Permitted or Prohibited Use in the Business and Legacy Districts.

The Tinley Park Zoning Ordinance currently regulates *Banquet Facilities* as a 'Permitted Use' in the Office and Restricted Industrial (ORI) and General Manufacturing (M-1) Zoning Districts. It is not identified as a Permitted or Special Use in any other district. In addition, there is no definition provided for *Banquet Facilities*.

Village Staff recently received a request for a banquet facility in the Neighborhood Shopping District (B-1) District. Per the current code, this is not permitted. In review of other zoning codes in similar communities, *Banquet Facilities* are often permitted in business districts with the size of the facility dictating whether it is considered a Permitted or Special Use.

Staff is proposing a text amendment to allow *Banquet Facilities* as a Special Use in the B-1, B-2, B-3, and B-4 Districts and a Permitted Use in the B-3 District with limitations related to the size of the facility. Staff is recommending *Banquet Facilities* be prohibited in the B-5 and all Legacy Districts. In addition, staff is recommending a definition be added to the Zoning Ordinance to assist in distinguishing this use from other similar uses in the code and provide specific parking requirements related to *Banquet Facilities* as a means to mitigate any potential impact on surrounding land uses.

Typically, *Banquet Facilities* serve liquor and therefore most owners will apply for one of the two available Banquet Facility liquor licenses (K and K-1) which have additional limitations related to number of seats and building configuration. It is likely that the Liquor Code may need some revisions to accommodate *Banquet Facilities* in the future.

Staff presented the proposed text amendment to the Community Development Committee at their June 24, 2019 meeting where it received general support. There were some concerns expressed regarding their allowance in the B-1 District with regards to parking and proximity to residential properties; therefore staff reduced their original proposal for the maximum size of a banquet facility from 5,000 sq. ft. to 4,000 sq. ft.

At the July 18, 2019 workshop the Commission questioned whether a business plan or a separation requirement from residential uses could be included in the text amendment.

BACKGROUND

Text amendments are necessary to keep the Zoning Ordinance current with new uses, implement new policies, and to ensure that the Zoning Ordinance furthers its purpose of promoting the health, safety, and general welfare of the public. When analyzing a text amendment, staff must be cautious not to amend the code for a single circumstance. This often leads to disproportionate regulation and potential conflicts in other areas of the code.

There are inherent mechanisms in the code that already provide flexibility to consider unique or new uses. For example, all of the business districts provide the opportunity to consider "*other similar or compatible uses*" as a Special Use. Staff investigated working within the current constraints of the ordinance and analyzed whether a *Banquet Facility* is consistent (or similar

and compatible) with any other identified uses. Two uses were considered (*Private Clubs and Lodges* and *Meeting Halls*), yet neither provided adequate direction for the placement of *Banquet facilities* in the various Business Districts.

In the Medium Density Residential (R-6) and High Density Residential (R-7) Districts "*Private Clubs and Lodges*" are allowed as a Special Use, however no definition is provided for "lodges", and "club" is defined as "*an organization of persons for special purposes or for the promulgation of agriculture, sports, arts, science, literature, politics or the like, but not for profit.*" *Banquet Facilities* are traditionally operated as for-profit enterprises. Therefore, staff does not recognize *Banquet Facilities* as a "*similar or compatible use*" to "*Private Clubs and Lodges*".

A *Meeting Hall*, defined as "*a building or a portion of a building in which facilities are provided for civic, educational, political, religious, or social purposes*", is allowed as a Special Use in the Community Shopping District (B-2) District and as a Permitted Use in the General Business and Commercial (B-3) and ORI districts. There is no reference to size and in the B-2 district it restricts a *Meeting Hall* to areas "*only when located above or below the ground floor or when located fifty (50) feet or more back from the front of the building.*" Staff does not believe the definition or restrictions for *Meeting Hall* is consistent with the generic definition or intent of *Banquet Facilities*. It also does not provide direction for use in the B-1 District.

After much discussion and debate, it became obvious to staff that *Banquet Facilities* needed to be addressed as a distinct use with distinct characteristics that may or may not be compatible with other uses identified in the Zoning Ordinance. Staff recommends providing for *Banquet Facilities* with restrictions related to the size of the facility and associated parking ratios.

ZONING DISCUSSION

As part of the zoning analysis to allocate specific uses to appropriate zoning districts it is important that the use is properly defined. Currently there is no definition of *Banquet Facilities* therefore, staff recommends the Commission adopt the following definition as part of the text amendment:

BANQUET FACILITY: "*A facility that is available for lease for private events including, but not limited to weddings, anniversaries, corporate or family parties and other similar celebrations. Such use may or may not include on-site kitchen or catering facilities*".¹

Currently, *Banquet Facilities* are allowed as a permitted use in the ORI and M-1 districts. The ORI District is intended to "*provide land for medium to large office buildings, research activities, and non-objectionable industrial activities which are attractively landscaped and designed to create a "park-like" setting. The low intensity and limiting restrictions are intended to provide for permitted uses which will be compatible with adjacent residential and commercial developments.*" The M-1 District is intended to "*provide for those industrial activities that have moderate environmental effects and are located in areas relatively removed from residential and prime retail development.*"

1. Michael Davidson and Fay Dolnick, *A Planner's Dictionary*, Planning Advisory Service Report Number 521/522, April 2004, 77-78

Typically, *Banquet Facilities* maximize their potential for lease by providing adequate area to accommodate large groups or have the ability to be divided for smaller functions. Due to the potential for significant parking or traffic impacts resulting from a large event, staff assumes the authors of the current ordinance limited *Banquet Facilities* to areas in the ORI and M-1 districts where more intense uses can be accommodated. Permitting *Banquet Facilities* in these two districts takes advantage of the typically larger lots, the more intense uses, parking requirements and transportation systems that can accommodate the episodic flow of traffic related to this use. However, after analyzing the other business districts and the availability of property in these districts that can accommodate *Banquet Facilities*, staff made recommendations for the various business zoning districts that considered the unique characteristics of each district and the appropriateness of considering a *Banquet Facility* use as a Permitted or a Special Use. When considering a Special Use the Commission has the ability to consider certain conditions where there is a rational nexus between the condition and the perceived impact of the proposed use; the conditions must be "specifically and uniquely attributable" to the proposal under review. Further the Zoning Ordinance provides Standards (Section X.J.5.) for consideration by the Plan Commission. Below please find the Standards outlined in the Zoning Ordinance. (please note those sections in bold; these standard can be used to address the Commission's concern regarding separation between *Banquet Facilities* and Single-Family uses and the concern for a Business Plan.

X.J.5. Standards: No Special Use shall be recommended by the Plan Commission unless said Commission shall find:

- a. *That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;*
- b. *That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;*
- c. *That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;*
- d. *That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;*
- e. *That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;*
- f. *That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance; and*
- g. *The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.*

It is also important to recognize that a Special Use Permit does not run with the land and instead the Special Use Permit is tied to the Applicant. Therefore the Commission can take into consideration the business practices and other items typically included in a Business Plan.

Staff is proposing the following for the Commission's consideration:

B-1 Neighborhood Shopping District is intended to provide *areas for retail and service establishments to supply convenience goods or personal services for the daily needs of the residents living in adjacent residential neighborhoods. The district is designed to encourage shopping centers with planned off-street parking and loading and to provide for existing individual or small groups of local stores.* There are limited areas currently zoned B-1; the majority are located on 80th Ave and the intersections of 167th, 171st and 179th Streets and at the intersection of 171st and 88th Avenue—all of which are in close proximity to residential areas. The other parcel zoned B-1 is at the intersection of 159th Street and 76th Avenue (Bremontowne mini-mall). This property is unique in that it fronts one of our major commercial corridors (159th Street) which has a 4-lane cross-section. The concern of allowing *Banquet Facilities* in the B-1 districts is primarily related to traffic and parking. The Commission will want to be assured that there is no overflow parking in residential neighborhoods as a consequence of approving a banquet facility.



Bremontowne mini-mall

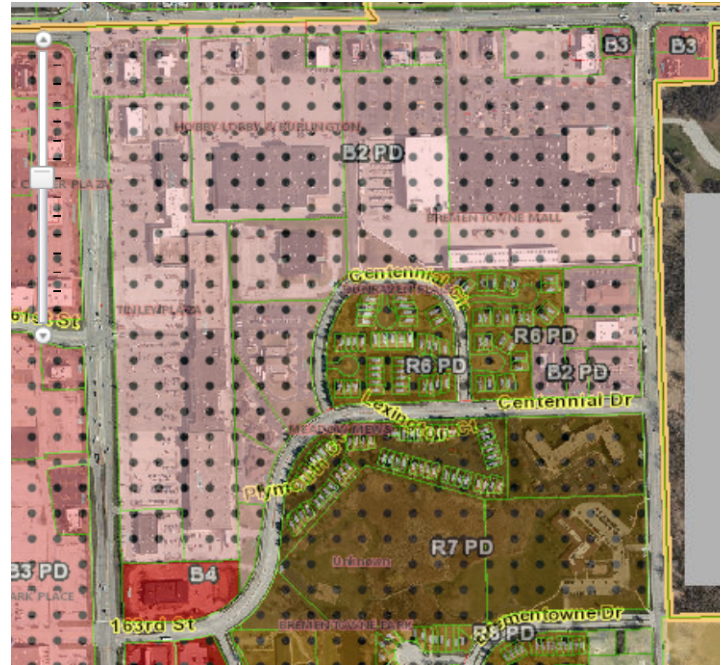
Therefore, staff is recommending any facility located in a B-1 be limited to 4000 sq. ft. in size. Parking requirements will be addressed in a separate section below.

RECOMMENDATION

Staff recommends *Banquet Facilities* be allowed in the B-1 District as a **Special Use provided the use will occupy a tenant space/structure no greater than 4,000 SF. Gross Floor Area (GFA)** The Special Use process will allow the Commission to review each application on a case-by-case basis and if necessary place conditions on their approval to mitigate any perceived negative impact on adjacent properties.

B-2 Community Shopping District is intended to provide for a wide variety of related retail-type businesses along with personal uses and other complementary uses. The permitted uses would serve not only nearby residential areas, but also people in neighboring communities and transients for goods and services usually found in larger shopping centers. Comparison shopping is to be emphasized and highway-oriented uses are to be discouraged. The only area zoned B-2 in Tinley Park is the area fronting 159th Street between Harlem and Oak Park Avenues. This area includes the Brentowne Mall (Menard's) and Tinley Plaza (Walt's). Both properties front major commercial corridors (159th Street and Harlem Avenue). These properties were developed as Planned Unit Developments (PUD) which provide additional flexibility with zoning regulations.

Since these properties are both located within shopping centers where shared parking opportunities and adequate roadway systems exist, staff is comfortable increasing the maximum size of *Banquet Facilities* beyond what is recommended for the B-1 District. Allowing them only as a Special Use also provides opportunity for additional consideration and protection for these uses and their neighboring properties. Parking requirements will be addressed in a separate section below.



RECOMMENDATION

Staff recommends *Banquet Facilities* be allowed in the B-2 District as a **Special Use provided the use will occupy a tenant space/structure no greater than 7,500 sq. ft. Gross Floor Area (GFA)**

B-3 General Business and Commercial District is designed to accommodate a wide range of specialized commercial uses, including highway-oriented services and commercial types of establishments to serve the needs of motorists. This district is intended to include those uses which would not be compatible in a neighborhood or community-type shopping center. The Village has several areas zoned B-3 which are primarily located along major transportation systems, such as LaGrange Road and Harlem Avenue. These properties are typically larger and have been developed as part of a larger center or PUD such as Brookside Marketplace or the Convention Center. There are several large vacant properties zoned B-3 including property along LaGrange Road at 183rd Street, south of I-80 and east of Harlem Avenue and the area on the south side of 191st Street at 80th Avenue. There are also some large vacant buildings that are zoned B-3 such as the K-Mart building on Harlem Avenue.

Since the properties zoned B-3 also have shared parking opportunities and are located within planned developments or large undeveloped properties, staff is comfortable recommending them as a permitted use with specific conditions and parking requirements. The condition includes limiting these facilities to a stand-alone structure and no greater than 30,000 sq. ft. in size. This is to ensure they do not impact adjacent parking and traffic flow in multi-tenant buildings. If the *Banquet Facility* is located in a multi-tenant structure, staff is recommending they be no greater than 30,000 sq. ft in size and require a Special Use Permit. This provides the Commission opportunity to assess the request on a case-by-case basis and provide conditions to mitigate any potential negative impact on adjacent uses. For those *Banquet Facilities* located in a B-3 district that are greater than 30,000 sq. ft in size they must be located in a stand-alone structure, must not be greater than 50,000 sq. ft. and will require a Special Use Permit. Parking requirements will be addressed in a separate section below.

RECOMMENDATION

Staff recommends *Banquet Facilities* be allowed in the B-3 District as a **Permitted Use provided the use is located in a stand-alone structure and is no greater than 30,000 sq. ft. A Special Use will be required for *Banquet Facilities* in the following situations: located in multi-tenant structures and are less than 30,000 sq. ft. in size, or are located in a stand-alone structure and is greater than 30,000 sq.ft. Gross Floor Area (GFA)**

For reference, the Tuscany Falls Banquet Facility in Mokena (9425 W. 191st Street) is located in a 28,000 SF building.



Tuscany Falls Banquet Facility, 9425 W. 191st Street

B-4 Office and Service Business District is intended for *areas used primarily to provide office space for service-type businesses. Certain commercial uses, which conform to the pattern of the district and are compatible with the types of services provided, are also permitted. This district is normally small in size and is intended to serve as a buffer or transition between residential and commercial areas.* The majority of the areas zoned B-4 have been developed with office uses (with the exception of Rubino's Plaza at Oak Park Ave and 167th) and are located along Harlem Ave at 163rd, 167th and 171st Streets and along LaGrange Rd at 175th Street. There are no significant vacant parcels zoned B-4. Since properties zoned B-4 are primarily designed for office uses that have certain traffic flows and parking requirements and often are located in closer proximity to residential uses than the B-3 District, staff is recommending a Banquet Facility in a B-4 District be regulated similarly to the B-1 District. Parking requirements will be addressed in a separate section below.

RECOMMENDATION

Staff recommends *Banquet Facilities* be allowed in the B-4 District as a **Special Use provided the use will occupy a structure no greater than 4,000 sq. ft. Gross Floor Area (GFA)**

B-5 Automotive Service District is intended to provide certain areas *for automotive service and related types of uses. The district is intended to be located along major thoroughfares where adequately sized and properly located parcels of land will allow for adequate setbacks, clear vision, and safe ingress and egress.* The majority of property zoned B-5 is clustered along 159th Street. These properties are targeted for automobile uses and due to their potential for significant revenue are restricted to primarily those high revenue generating uses.

RECOMMENDATION

Staff recommends *Banquet Facilities* be **prohibited** in the B-5 District.

Legacy Code is intended to be used in conjunction with the *Legacy Plan* which establishes a *clear vision and preferred urban design arrangements for the downtown and beyond.* The Legacy Code implements the Legacy Plan by codifying Tinley Park's vision with a purposefully specific and precise form-based approach.

All property within the Legacy District are regulated by the same use regulations listed in Tables 3.A.1. and 3.A.2. Similar to the other zoning districts in the Zoning Ordinance, uses are designated as Permitted, Special or Prohibited. In review of the intent statements of the Legacy Code it is evident that the Legacy Plan was designed to protect the historic heritage of the downtown, strengthen the downtown as a pedestrian destination that maximizes the number of people living within walking distance of the train station, and minimize auto related uses. The goal in marketing the downtown to businesses and residents is to enliven the street with uses that promote a "24 hour downtown". The episodic nature of *Banquet Facilities*

may leave street-level facades vacant during day-time or week day hours which is contrary to the goal of the downtown area.

RECOMMENDATION

Staff recommends *Banquet Facilities* be **prohibited** in the Legacy District.

Parking:

Staff has conducted preliminary research on parking requirements for *Banquet Facilities*. Orland Park and Oak Brook require 1 space/100 sq. ft. of banquet use. The American Planning Association cites parking requirements for several communities in their publication *Parking Standards*, American Planning Association, Planning Advisory Service (PAS) Report 510/511 with ranges from 1 space/100 sq. ft. to 1 space/200 sq. ft. Some communities base their requirements on seating capacity, however unless it is fixed seating this number will fluctuate and is difficult to enforce. Parking requirements are often the issue that can impact adjacent uses in a negative way; therefore staff believes that parking requirements must reflect the context of the area and ensure that adequate on-site parking can be accommodated in those districts most adjacent to residential uses.

By design the proposed text amendments limit the size of a *Banquet Facility* depending on the district it is located. According to various websites there are "calculators" provided to determine the necessary room size based on the number of guests at a banquet. Ratios range between 15-20 sq. ft.² of banquet room space needed per seated guest. Staff used this information along with the size limitations proposed in each zoning district to determine an appropriate parking ratio for Banquet Facilities per district. Staff is recommending greater parking requirements for those districts in close proximity to residential uses and less requirements in the more intense business districts that have opportunities for shared parking.

2. <https://www.dummies.com/relationships/weddings/how-much-space-do-you-need-for-your-wedding/> and <http://www.dimensionsinfo.com/function-hall-sizes/>

RECOMMENDATION

Staff recommends a parking requirement of **1 space/100 sq. ft. Gross Floor Area (GFA) in the B-1 and B-4 districts, and 1 space/200 sq. ft. Gross Floor Area (GFA) in the ORI, M-1 Districts and 1 space/200 sq. ft. Gross Floor Area (GFA) in the B-2 and B-3 provided there is shared parking opportunities with adjacent uses within the same parcel or shopping center as part of a Special Use Permit. If shared parking opportunities are not available in the B-2 and B-3 districts then parking is required at the higher rate of 1 space/100 sq. ft. Gross Floor Area (GFA)**

MOTIONS TO CONSIDER

If the Plan Commission wishes to take action on the proposed Text Amendment, the appropriate wording of the motions are listed below.

Motion 1 : "...make a motion to recommend the Village Board amend Section II.B (Definitions) to add (in alphabetical order) the following definition:

BANQUET FACILITY: "A facility that is available for lease for private events including, but not limited to weddings, anniversaries, corporate or family parties and other similar celebrations. Such use may or may not include on-site kitchen or catering facilities".

Motion 2: "...make a motion to recommend the Village Board amend Section V.B. Schedule I (Schedule of Permitted Uses) to reflect Banquet Facilities as Special Uses or Permitted Uses in accordance with the following table (as defined in the Staff report dated August 1, 2019):

USE	B-1	B-2	B-3	B-4	B-5	ORI	M-1
DINING, DRINKING AND ENTERTAINMENT ESTABLISHMENTS							
Amusement arcade			S				
Banquet Facilities	S ^p	S ^q	P ^r /S ^s	S ^t	X	P	P

p tenant space/structure must be no greater than 4,000 sq. ft. Gross Floor Area (GFA)

- q tenant space/structure must be no greater than 7,500 sq. ft.GFA
- r must be located in a stand-alone structure no greater than or equal to 30,000 sq. ft. GFA
- s if located in multi-tenant structures less than 30,000 sq. ft.GFA but no greater than 50,000 sq. ft. GFA; or in a stand-alone greater than 30,000 sq. ft. GFA
- t tenant space/structure must be no greater than 4,000 sq. ft. GFA

Motion 3: "...make a motion to recommend the Village Board amend the Table entitled "Required Parking Spaces" in Section VIII.A.10. (Number of Parking Spaces Required) to include the following (in alphabetical order):

Uses	Minimum Required Off-Street Parking Spaces
Banquet Facilities in B-1 & B-4	1 space/100 sq.ft.
Banquet Facilities in ORI & M-1	1 space/200 sq. ft.
Banquet Facilities in B-2 & B-3	1 space/200 sq. ft. if shared parking opportunities
Banquet Facilities in B-2 & B-3	1 space/100 sq.ft. if no shared parking opportunities

Motion 4: "...make a motion to recommend the Village Board amend Section VII (Legacy Code) Section 3, Table 3.A.2 (Prohibited Uses) prohibiting *Banquet Facilities* in the Legacy Code and amend Table 3.A.2 to include the following prohibited use in alphabetical order:

— Adult regulated uses	— Machinery and equipment sales
— Advertising signs and billboards	— Medical marijuana dispensing facility
— Agricultural uses (except for farmer’s markets and private gardens	— Model garage display and sales
— Archery / bow range	— Motel or motor inn
— Automobile car wash (either manual or automatic)	— Open storage
— Automobile / gasoline service stations	— Other similar or compatible uses
— Automobile repair shops (including bodywork)	— Plumbing, heating, air conditioning sales and service
— Banquet Facilities	— Retail sales of tobacco, hookah, cigarette, cigar, e-cigarette, and vapor products as a principal use
— Boarding / rooming house	— Second hand stores, flea markets, pawn shops
— Building material sales	— Tattoo parlor
— Drive-in theaters	— Truck depot / truck stop
— Drive-through establishments (accessory to restaurants, banks, pharmacies and all other uses)	— Vehicle rental
— Frozen food lockers	— Warehouse and storage (including mini-storage)
— Funeral homes, mortuaries, and cremation facilities	— Wireless communications facilities
— Greenhouses, garden centers, and landscape nurseries	
— Gun dealer / shooting range	
— Hookah lounge	
— Industrial facility (heavy or light)	
— Kennel / pound	

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

SUBJECT: MINUTES OF THE AUGUST 1, 2019 REGULAR MEETING

Item #4 PUBLIC HEARING: BANQUET USE REQUIREMENTS – TEXT AMENDMENT

Consider recommending that the Village Board approve Text Amendments to Sections II.B (Definitions), V.B. (Schedule I (Schedule of Permitted Uses), VIII.A.10. (Number of Parking Spaces Required), and VII (Legacy Code) Section 3, Table 3.A.2 (Prohibited Uses) of the Village of Tinley Park Zoning Ordinance, to regulate Banquet Facilities as a Special Use, Permitted Use or Prohibited Use.

Present were the following:

Plan Commissioners: Garrett Gray, Chairman
Tim Stanton
Eduardo Mani
Lucas Engel
MaryAnn Aitchison
James Gaskill
Curt Fielder

Absent Plan Commissioner(s): Angela Gatto
Stephen Vick

Village Officials and Staff: Kimberly Clarke, Community Development Director
Paula Wallrich, Planning Manager
Dan Ritter, Senior Planner
Douglas Spale, Village Attorney
Barbara Bennett, Commission Secretary

Guests: None

A Motion was made by COMMISSIONER FIELDER, seconded by COMMISSIONER GASKILL, to open the Public Hearing for Banquet Use Requirements – Text Amendments. The Motion was approved by voice call. CHAIRMAN GRAY declared the Motion approved.

CHAIRMAN GRAY 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 GRAY 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.

PAULA WALLRICH, PLANNING MANAGER gave a presentation as noted in the Staff Report. Tinley Park currently regulates Banquet Use as a Permitted Use in the Office and Restricted Industrial and General Manufacturing Zoning Districts. It is not identified as a Permitted or Special Use in any other district. In addition, there is no definition provided for Banquet Facilities.

Staff was recently approached by a banquet facility in the B-1 (Neighborhood Shopping District). Per the current code, this is not permitted. In review of other zoning codes in similar communities, Banquet Facilities are often permitted in business districts with the size of the facility dictating whether it is considered a Permitted or Special Use.

Staff presented the proposed text amendment to the Community Development Committee at their June 24th meeting where it was received with general support. There were some concerns expressed regarding their allowance in the B-1 District with regards to parking and proximity to residential properties; therefore staff reduced their original proposal for the maximum size of a banquet facility from 5,000 sq. ft. to 4,000 sq. ft.

Staff is proposing a text amendment to allow Banquet Facilities as a Special Use in the B-1, B-2, B-3 and B-4 Districts and a Permitted Use in the B-3 District with limitations related to the size of the facility. Staff is recommending Banquet Facilities be prohibited in the B-5 and all Legacy Districts. In addition, staff is recommending a definition be added to the Zoning Ordinance to assist in distinguishing this use from other similar uses in the code and provide specific parking requirements related to Banquet Facilities as a means to mitigate any potential impact on surrounding land uses.

The Code lists it as a use but does not define it, so as part of this text amendment, this commonly used definition of 'Banquet Facility' will be used which will be incorporated in the text amendment.

BANQUET FACILITY: *"A facility that is available for lease for private events including, but not limited to weddings, anniversaries, corporate or family parties and other similar celebrations. Such use may or may not include on-site kitchen or catering facilities".*

In the current code, there are two other definitions and two uses contemplated in other districts. One for *Meeting Halls* and the other one for *Private Clubs and Lodges*. MS.WALLRICH noted that neither one of these definitions adequately address some of the concerns with respect to a Banquet Facility. This is not unlike a day care facility that has episodic traffic implications. All the traffic is coming at one time. It is important to look at these as a Special Use.

Typically, Banquet Facilities maximize their potential for lease by providing adequate area to accommodate large groups or have the ability to be divided for smaller functions. Due to the potential for significant parking or traffic impacts resulting from a large event, staff assumes the authors of the current ordinance limited Banquet Facilities to areas in the ORI and

M-1 districts where more intense uses can be accommodated. Permitting Banquet Facilities in these two districts takes advantage of the typically larger lots, and more intense uses, parking requirements and transportation systems that can accommodate the episodic flow of traffic related to this use. However, after analyzing the other business districts and the availability of property in these districts that can accommodate Banquet Facilities, Staff made recommendations for the various business zoning districts that considered the unique characteristics of each district and the appropriateness of considering a *Banquet Facility* use as a Permitted or a Special Use. When considering a Special Use the Commission has the ability to consider certain conditions where there is a rational nexus between the condition and the perceived impact of the proposed use; the conditions must be "specifically and uniquely attributable" to the proposal under review. Further the Zoning Ordinance provides Standards (Section X.J.5.) for consideration by the Plan Commission. She noted that if the Commission had concerns regarding separation between Banquet Facilities and Single-Family uses then the Special Use process and the standards afford the Commission opportunity to address these issues.

She also noted it is important to recognize that a Special Use Permit does not run with the land and instead the Special Use Permit is tied to the Applicant. Therefore the Commission can take into consideration the business practices and other items typically included in a Business Plan.

MS. WALLRICH then went on to describe the various zoning districts and the ability to address Banquet Facilities in each district. The B-1 zoning district as defined is typically a neighborhood shopping center and is generally located on a corner surrounded by residential uses. It serves the immediate area with a lot of personal services. There are limited areas currently zoned B-1; the majority are located on 80th Ave and the intersections of 167th, 171st and 179th Streets and at the intersection of 171st and 88th Avenue—all of which are in close proximity to residential areas. The other parcel zoned B-1 is at the intersection of 159th Street and 76th Avenue (Bremetowne mini-mall). This property is unique in that it fronts one of our major commercial corridors (159th Street) which has a 4-lane cross-section but also close to residential. The Commission will want to be assured that there is no overflow parking in residential neighborhoods as a consequence of approving a banquet facility. Staff is recommending any facility located in the B-1 be limited to 4,000 sq. ft. in size and a Special Use.

The B-2 zoning district offers a wide variety of related retail-type businesses with larger shopping centers. The only area zoned B-2 in Tinley Park is the area fronting 159th Street between Harlem and Oak Park Avenues. This area includes the Bremetowne Mall (Menard's) and Tinley Plaza (Walt's). Both properties front major commercial corridors (159th Street and Harlem Avenue). These properties were developed as Planned Unit Developments (PUD), which provide additional flexibility with zoning regulations. Staff recommends this also be Special Use provided the use will occupy a structure no greater than 7,500 sq. ft.

The B-3 zoning district is designed to accommodate a wide range of specialized commercial uses, including highway-orientated services and commercial types of establishments. These do have a lot of parking with people coming and going. The Village has several areas zoned B-3 which are primarily located along major transportation systems, such as LaGrange Road and Harlem Avenue. These properties are typically larger and have been developed as part of a larger center or PUD such as Brookside Marketplace or the Convention Center. There are several large vacant properties zoned B-3 including property along LaGrange Road at 183rd Street, south of I-80 and east of Harlem Avenue and the area on the south side of 191st Street at 80th Avenue. There are also some large vacant buildings that are zoned B-3 such as the K-Mart building on Harlem Avenue. Staff is comfortable in recommending this as a Permitted Use provided the use is located in a stand-alone structure and is no greater than 30,000 sq. ft. A Special Use will be required for Banquet Facilities in the following situations: Located in multi-tenant structures and are less than 30,000 sq. ft. in size, or are located in a stand-alone structure and is greater than 30,000 sq. ft. Gross Floor Area (GFA)

The B-4 zoning district is intended for areas used primarily to provide office space for service-type businesses. The majority of the areas zoned B-4 have been developed with office uses (with the exception of Rubino's Plaza at Oak Park Ave and 167th) and are located along Harlem Ave at 163rd, 167th, and 171st Streets and along LaGrange Rd at 175th Street. There are no significant vacant parcels zoned B-4. Staff is recommending Banquet Facilities be allowed in the B-4 District as a Special Use provided the use will occupy a structure no greater than 4,000 sq. ft.

The B-5 zoning district is intended to provide areas for automotive service and related types of uses. Staff recommends Banquet Facilities be prohibited in the B-5 District.

Legacy Code is intended to be used in conjunction with the Legacy Plan, which establishes a clear vision and preferred urban design arrangements for the downtown and beyond. The Legacy Code implements the Legacy Plan by codifying Tinley Park's vision with a purposefully specific and precise form-based approach.

All property within the Legacy District are regulated by the same use regulations listed in Tables 3.A.1. and 3.A.2. Similar to the other zoning districts in the Zoning Ordinance, uses are designated as Permitted, Special or Prohibited. In review of the intent statements of the Legacy Code it is evident that the Legacy

Plan was designed to protect the historic heritage of the downtown, strengthen the downtown as a pedestrian destination that maximizes the number of people living within walking distance of the train station, and minimize heavy auto-related uses. The goal in marketing the downtown to businesses and residents is to enliven the street with uses that promote a “24 hour downtown”. The episodic nature of *Banquet Facilities* may leave street-level facades vacant during day-time or weekday hours which is contrary to the goal of the downtown area. Staff recommends Banquet Facilities be prohibited in the Legacy District at this time.

MS. WALLRICH then proceeded to discuss parking requirements for Banquet Facilities. She noted that staff has conducted preliminary research on parking requirements for *Banquet Facilities*. Orland Park and Oak Brook require 1 space/100 sq. ft. of banquet use. The American Planning Association cites parking requirements for several communities in their publication *Parking Standards*, American Planning Association, Planning Advisory Service (PAS) Report 510/511 with ranges from 1 space/100 sq. ft. to 1 space/200 sq. ft. Some communities base their requirements on seating capacity, however unless it is fixed seating this number will fluctuate and is difficult to enforce. Parking requirements are often the issue that can impact adjacent uses in a negative way; therefore staff believes that parking requirements must reflect the context of the area and ensure that adequate on-site parking can be accommodated in those districts most adjacent to residential uses.

By design the proposed text amendments limit the size of a Banquet Facility depending on the district it is located. According to various websites, there are “calculators” provided to determine the necessary room size based on the number of guests at a banquet. Ratios range between 15 and 20 sq. ft. of banquet room space needed per seated guest. Staff used this information along with the size limitations proposed in each zoning district to determine an appropriate parking ratio for Banquet Facilities per district. Staff is recommending greater parking requirements for those districts in close proximity to residential uses and less requirements in the more intense business districts that have opportunities for shared parking.

Staff recommends a parking requirement of 1 space/100 sq. ft. Gross Floor Area (GFA) in the B-1 and B-4 districts, and 1 space/200 sq. ft. Gross Floor Area (GFA) in the ORI, M-1 Districts and 1 space/200 sq. ft. Gross Floor Area (GFA) in the B-2 and B-3 provided there is shared parking opportunities with adjacent uses within the same parcel or shopping center as part of a Special Use Permit. If shared parking opportunities are not available in the B-2 and B-3 districts then parking is required at the higher rate of 1 space/100 sq. ft. Gross Floor Area (GFA)

CHAIRMAN GRAY asked for comments for the Commissioners.

COMMISSIONER FIELDER thanked Paula for answering all the questions. He inquired about Banquet Facilities in the Legacy District. Ms. Wallrich replied if there is a restaurant that opened and they are expanding the restaurant to include Banquet space as part of the restaurant, then that would be allowed. She noted that a Banquet Facility that only operated for banquet purposes is not allowed.

A Motion was made by COMMISSIONER FIELDER, seconded by COMMISSIONER GASKILL, to close the Public Hearing for Banquet Use Requirements – Text Amendments. The Motion was approved by voice call. CHAIRMAN GRAY declared the Motion approved.

CHAIRMAN GRAY asked for a Motion.

Motion 1: A Motion was made by COMMISSIONER FIELDER, seconded by COMMISSIONER AITCHISON to recommend the Village Board amend Section II.B (Definitions) to add (in alphabetical order) the following definition

BANQUET FACILITY: “A facility that is available for lease for private events including, but not limited to weddings, anniversaries, corporate or family parties and other similar celebrations. Such use may or may not include on-site kitchen or catering facilities”.

AYES: MANI, GASKILL, FIELDER, AITCHISON, ENGEL, STANTON AND CHAIRMAN GRAY

NAYS: NONE

CHAIRMAN GRAY declared the Motion unanimously approved.

Motion 2: A Motion was made by COMMISSIONER FIELDER seconded by COMMISSIONER ENGEL to recommend the Village Board amend Section V.B. Schedule I (Schedule of Permitted Uses) to reflect Banquet Facilities as Special Uses or Permitted Uses in accordance with the following table (as defined in the Staff report dated August 1, 2019):

USE	B-1	B-2	B-3	B-4	B-5	ORI	M-1
DINING, DRINKING AND ENTERTAINMENT ESTABLISHMENTS							
Amusement arcade			S				
Banquet Facilities	S ^p	S ^q	P ^r /S ^s	S ^t	X	P	P

p tenant space/structure must be no greater than 4,000 sq. ft. Gross Floor Area (GFA)

q tenant space/structure must be no greater than 7,500 sq. ft.GFA

r must be located in a stand-alone structure no greater than or equal to 30,000 sq. ft. GFA

s if located in multi-tenant structures less than 30,000 sq. ft.GFA but no greater than 50,000 sq. ft. GFA; or in a stand-alone greater than 30,000 sq. ft. GFA

t tenant space/structure must be no greater than 4,000 sq. ft. GFA

AYES: MANI, GASKILL, FIELDER, AITCHISON, ENGEL, STANTON AND CHAIRMAN GRAY

NAYS: NONE

CHAIRMAN GRAY declared the Motion unanimously approved.

Motion 3: A Motion was made by COMMISSIONER ENGEL seconded by COMMISSIONER FIELDER to recommend the Village Board amend the Table entitled “Required Parking Spaces” in Section VIII.A.10. (Number of Parking Spaces Required) to include the following (in alphabetical order):

Uses	Minimum Required Off-Street Parking Spaces
Banquet Facilities in B-1 & B-4	1 space/100 sq.ft.
Banquet Facilities in ORI & M-1	1 space/200 sq. ft.
Banquet Facilities in B-2 & B-3	1 space/200 sq. ft. if shared parking opportunities
Banquet Facilities in B-2 & B-3	1 space/100 sq.ft. if no shared parking opportunities

AYES: MANI, GASKILL, FIELDER, AITCHISON, ENGEL, STANTON AND CHAIRMAN GRAY

NAYS: NONE

CHAIRMAN GRAY declared the Motion unanimously approved.

Motion 4: A motion was made by COMMISSIONER ENGEL seconded by COMMISSIONER STANTON to recommend the Village Board amend Section VII (Legacy Code) Section 3, Table 3.A.2

(Prohibited Uses) prohibiting *Banquet Facilities* in the Legacy Code and amend Table 3.A.2 to include the following prohibited use in alphabetical order:

<ul style="list-style-type: none"> — Adult regulated uses — Advertising signs and billboards — Agricultural uses (except for farmer’s markets and private gardens) — Archery / bow range — Automobile car wash (either manual or automatic) — Automobile / gasoline service stations — Automobile repair shops (including bodywork) — Banquet Facilities — Boarding / rooming house — Building material sales — Drive-in theaters — Drive-through establishments (accessory to restaurants, banks, pharmacies and all other uses) — Frozen food lockers — Funeral homes, mortuaries, and cremation facilities — Greenhouses, garden centers, and landscape nurseries — Gun dealer / shooting range — Hookah lounge — Industrial facility (heavy or light) — Kennel / pound 	<ul style="list-style-type: none"> — Machinery and equipment sales — Medical marijuana dispensing facility — Model garage display and sales — Motel or motor inn — Open storage — Other similar or compatible uses — Plumbing, heating, air conditioning sales and service — Retail sales of tobacco, hookah, cigarette, cigar, e-cigarette, and vapor products as a principal use — Second hand stores, flea markets, pawn shops — Tattoo parlor — Truck depot / truck stop — Vehicle rental — Warehouse and storage (including mini-storage) — Wireless communications facilities
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AYES: MANI, GASKILL, FIELDER, AITCHISON, ENGEL, STANTON AND CHAIRMAN GRAY

NAYS: NONE

CHAIRMAN GRAY declared the Motion unanimously approved.



Interoffice

Memo

Date: August 16, 2019

To: Kevin Workowski, Public Works Director

From: Kelly Mulqueeny, Street Superintendent

Subject: Service Contract Award-Parking lot snow removal (Year 2 of 3)

Presented for August 20th, 2019 Village Board Meeting for consideration and possible action:
Scope of Work: This service contract includes the removal of snow by a qualified contractor for the 21 parking lots and sidewalk locations throughout the Village of Tinley Park.

Description: Public works is recommending that we extend our current contract for snow removal in our parking lots and sidewalks at various locations in Village of Tinley Park. The contract has the option of 2 (two) - 1 (one) year renewals. The past year Beverly Snow & Ice Inc has proven to be a professional, reliable contractor with reasonable rates.

Budget / Finance: Funding is available in the approved FY20 budget, operations and maintenance funds.

Total Budget Available	\$342,720.00
Lowest responsible bidder for 10 events	<u>\$100,350.00</u>
	\$242,370.00

The total contract amount shall not exceed the funding available as determined by the Village Board and applied at the unit costs established in the bidding documents for work authorized for each snow event.

Staff Direction Request:

1. Approve the renewal of the service contract with Beverly Snow & Ice Inc for the FY20 Parking Lot Snow Removal Contract in the estimated amount of this contract extension is \$242,370.00, but can vary based on the frequency and amount of snow and ice control required.
2. Direct Staff as necessary.

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

RESOLUTION
NO. 2019-R-083

**A RESOLUTION APPROVING A CONTRACT EXTENSION FOR SNOW AND ICE REMOVAL
AT MUNICIPAL PARKING LOTS IN THE VILLAGE OF TINLEY PARK –
BEVERLY SNOW & ICE, INC.**

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

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

RESOLUTION NO. 2019-R-083**A RESOLUTION APPROVING A CONTRACT EXTENSION FOR SNOW AND ICE REMOVAL
AT MUNICIPAL PARKING LOTS IN THE VILLAGE OF TINLEY PARK –
BEVERLY SNOW & ICE, INC.**

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 Extension with Beverly Snow and Ice, Inc., a true and correct copy of such Contract 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 Extension 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 Contract.

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

ADOPTED this 20th day of August, 2019, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 20th day of August, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

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-083, “**A RESOLUTION APPROVING A CONTRACT EXTENSION FOR SNOW AND ICE REMOVAL AT MUNICIPAL PARKING LOTS IN THE VILLAGE OF TINLEY PARK – BEVERLY SNOW & ICE, INC.,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 20, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of August, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

VILLAGE OF TINLEY PARK**SERVICE CONTRACT**

This contract is by and between the **Village of Tinley Park**, a Illinois home-rule municipal corporation (the "Village"), and Beverly Snow & Ice Inc. (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed Three hundred and forty two thousand three hundred fifty and 0/100 Dollars (**\$342,350.00**). Within **seven (7)** calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the Village prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor

retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

8. **It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the Village, any other party indemnified hereunder, the Contractor, or any third party.**
9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the Village, any other party released hereunder, the Contractor, or any third party. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**
10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration

Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.

12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.
13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.

IF THIS IS PREVAILING WAGE WORK:

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.* (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

- A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.
- B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

Name of Contractor (please print)

Submitted by (signature)

Title

[NAME OF CONTRACTOR]

BY: _____

_____ Date

Printed Name: _____

Title: _____

VILLAGE OF TINLEY PARK

BY: _____

_____ Date

Mayor
(required if Contract is \$10,000 or more)

ATTEST:

Village Clerk
(required if Contract is \$10,000 or more)

_____ Date

VILLAGE OF TINLEY PARK

BY: _____

_____ Date

Village Manager

Exhibit A

SCOPE OF SERVICES

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



Kelly Mulqueeny
Village of Tinley Park
16250 S Oak Park Ave
Tinley Park, IL 60477

Kelly Mulqueeny,

Beverly Snow & Ice, Inc. is requesting to exercise the option for a one-year extension of the Snow and Ice Control contract for the 2019-2020 season. Beverly will continue to provide service following the existing contract specifications at the rates that were in place last season.

Please confirm to us in writing your response to accepting the offer to extend the contract. We look forward to hearing from you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alex Straughn", is written over the word "Sincerely,".

Alex Straughn
Beverly Snow & Ice Inc.
16504 Dixie Highway
Markham, IL 60428
(708) 516-7826



Interoffice

Memo

Date: August 16, 2019

To: Kevin Workowski, Public Works Director

From: Kelly Mulqueeny, Street Superintendent

Subject: Service Contract Award-Renewal Cul-de-sacs snow removal (Year 3 of 3)

Presented for August 20th 2019 Village Board Meeting Agenda for consideration and possible action:

Scope of Work: This service contract is a renewal for snow removal by a qualified contractor from the 252 cul-de-sacs and eyebrows throughout the Village of Tinley Park.

Description: Public works is recommending that we extend our current contract for an additional year for snow removal in our cul-de-sacs in various locations in Village of Tinley Park. The contract has the option of 2 (two) - 1 (one) year renewals. This would be the second extension. The past two years Zenere Trucking & Excavating has proven to be a professional, reliable contractor with reasonable rates.

Budget / Finance: Funding is available in the approved FY20 budget, operations and maintenance funds.

Total Budget Available	\$236,250.00
Lowest responsible bidder for 5 events (2% increase each year)	\$139,724.01

Staff Direction Request:

1. Approve the renewal of the service contract with Zenere Trucking and Excavating the FY20 Cul-de-sac Snow Removal Contract in the estimated amount of this contract extension (which includes a 2% increase per snow event as dictated by the original contract) is \$236,250.00, but can vary based on the frequency and the amount of snow and ice control required.
2. Direct Staff as necessary.

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

RESOLUTION
NO. 2019-R-084

**A RESOLUTION APPROVING A CONTRACT EXTENSION FOR SNOW AND ICE REMOVAL
AT CUL DE SACS IN THE VILLAGE OF TINLEY PARK –
ZENERE TRUCKING & EXCAVATING**

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

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

RESOLUTION NO. 2019-R-084**A RESOLUTION APPROVING A CONTRACT EXTENSION FOR SNOW AND ICE REMOVAL
AT CUL DE SACS IN THE VILLAGE OF TINLEY PARK –
ZENERE TRUCKING & EXCAVATING**

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 Extension with Zenere Trucking & Excavating, a true and correct copy of such Contract 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 Extension 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 Contract.

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

ADOPTED this 20th day of August, 2019, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 20th day of August, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

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-083, **“A RESOLUTION APPROVING A CONTRACT EXTENSION FOR SNOW AND ICE REMOVAL AT CUL DE SACS IN THE VILLAGE OF TINLEY PARK – ZENERE TRUCKING & EXCAVATING,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 20, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of August, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

VILLAGE OF TINLEY PARK**SERVICE CONTRACT**

This contract is by and between the **Village of Tinley Park**, a Illinois home-rule municipal corporation (the "Village"), and Zenere Trucking and Excavating (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed Two hundred and thirty six thousand two hundred fifty and **/100 Dollars (\$236,250.00)**. Within **seven (7)** calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the Village prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The

Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

8. **It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the Village, any other party indemnified hereunder, the Contractor, or any third party.**
9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the Village, any other party released hereunder, the Contractor, or any third party. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**
10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.

12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.
13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.

IF THIS IS PREVAILING WAGE WORK:

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”). The Act requires contractors and

subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

- A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.
- B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

Name of Contractor (please print)

Submitted by (signature)

Title

[NAME OF CONTRACTOR]

BY: _____

_____ Date

Printed Name: _____

Title: _____

VILLAGE OF TINLEY PARK

BY: _____

_____ Date

Mayor
(required if Contract is \$10,000 or more)

ATTEST:

Village Clerk
(required if Contract is \$10,000 or more)

_____ Date

VILLAGE OF TINLEY PARK

BY: _____

_____ Date

Village Manager

Exhibit A

SCOPE OF SERVICES

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



July 19, 2019

Kelly Mulqueeny,

This letter is to renew the 2017-2018 Cul-de-Sacs Snow Removal Contract for 2019-2020. The 2017-2018 contract was signed and executed with an option for (2) one year extensions. As stated in the original 2017-2018 contract the pricing for 2019-2020 will be at a 2% increase from the 2018-2019 contract price.

We are pleased to continue to be working with you. We are committed to providing you with the best service we can and look forward to providing the same quality service for years to come.

_____ Date: _____

Kelly Mulqueeny
Village of Tinley Park

Please at your earliest convenience sign and return if acceptable.

Sincerely,
Scott Knittle
Zenere Landscapes
Scott@ZenereCompanies.com
708.878.9390

Earthmoving.....Trucking.....Landscape Services.....Snow Management
Habitat Development & Restoration.....Landfill Reclamation

"Partners with Commerce-----Stewards of The Environment"



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

RESOLUTION
NO. 2019-R-089

**A RESOLUTION APPROVING A CONTRACT FOR 2019 SIDEWALK GAP PROGRAM IN THE
VILLAGE OF TINLEY PARK –
J & J NEWELL CONCRETE CONTRACTORS, INC.**

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

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

RESOLUTION NO. 2019-R-089**A RESOLUTION APPROVING A CONTRACT FOR 2019 SIDEWALK GAP PROGRAM IN THE VILLAGE OF TINLEY PARK – J & J NEWELL CONCRETE CONTRACTORS, INC.**

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 J & J Newell Concrete Contractors, a true and correct copy of such Contract 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 Extension 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 Contract.

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

ADOPTED this 20th day of August, 2019, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 20th day of August, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

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-089, “**A RESOLUTION APPROVING A CONTRACT FOR 2019 SIDEWALK GAP PROGRAM IN THE VILLAGE OF TINLEY PARK – J & J NEWELL CONCRETE CONTRACTORS, INC.,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 20, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of August, 2019.

 KRISTIN A. THIRION, VILLAGE CLERK



SCHEDULE OF PRICES

Project: (2019 Sidewalk Gap Improvements

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
1	Sidewalk Removal - Special	Sq Ft	250		\$
2	Hot-Mix Asphalt Driveway Pavement Removal - Special	Sq Yd	110		\$
3	Portland Cement Concrete Sidewalk, 5" - Special	Sq Ft	8,025		\$
4	Portland Cement Concrete Sidewalk, 7" - Special	Sq Ft	925		\$
5	Aggregate Base Course, Type B, 4"	Sq Yd	900		\$
6	Detectable Warning Plate - Special	Sq Ft	100		\$
7	Earth Excavation - Special	Cu Yd	385		\$
8	Combination Curb and Gutter Removal and Replacement - Special	Lin Ft	50		\$
9	Hot-Mix Asphalt Driveway Pavement - Special	Sq Yd	180		\$
10	Structures to be Adjusted	Each	4		\$
11	Sodding - Special	Sq Yd	2,950		\$
12	Tree/Bush Removal	Each	4		\$
				Total	\$

The following Addendums have been acknowledged:

Percent Increase each of the next 2 years: %

* The quantities specified above are estimates. The final payouts will be based on final quantities submitted by the Contractor and confirmed by the Village.



Date Prepared: 2-Oct-18

Prepared by: CCZ

Last Revised: 3-Jul-19

Village of Tinley Park
Village Hall Sidewalk along Brentowne Drive

PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

<u>PAVEMENT</u>				
	<u>UNIT</u>	<u>PRICE</u>	<u>QUANTITY</u>	<u>EXTENSION</u>
Earth Excavation	C.Y.	\$ 40.00	108 \$	4,320.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.00	269 \$	807.00
PCC Sidewalk, 5"	S.F.	\$ 7.50	2,425 \$	18,188.00
PCC Sidewalk, 7"	S.F.	\$ 7.50	0 \$	-
Sidewalk Removal-Special	S.F.	\$ 3.00	0 \$	-
Combination Curb & Gutter Removal & Replacement	L. F	\$ 40.00	20 \$	800.00
Driveway Removal	S.Y.	\$ 5.00	0 \$	-
Detectable Warning Plates	SF	\$ 20.00	16 \$	320.00
			SubTOTAL = \$	24,435.00
<u>DRAINAGE</u>				
Strutres to be Adjusted	EA	\$ 400.00	2 \$	800.00
Driveway Removal	S.Y.	\$ 5.00	0 \$	-
			SubTOTAL = \$	800.00
<u>LANDSCAPING/RETAINING WALL</u>				
Tree Stump Removal	EA	\$ 150.00	12 \$	1,800.00
Parkway Restoration	S.F.	\$ 8.00	970 \$	7,760.00
			SubTOTAL = \$	9,560.00
			Total = \$	34,795.00

** Depressed curb and PCC Pavm't across entrance is part of Municipal P Lot Project

Hickory/71st Ave

<u>PAVEMENT</u>				
	<u>UNIT</u>	<u>PRICE</u>	<u>QUANTITY</u>	<u>EXTENSION</u>
Earth Excavation	C.Y.	\$ 40.00	13 \$	533.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.00	33 \$	100.00
PCC Sidewalk, 5"	S.F.	\$ 7.50	300 \$	2,250.00
PCC Sidewalk, 7"	S.F.	\$ 7.50	0 \$	-
Sidewalk Removal-Special	S.F.	\$ 3.00	50 \$	150.00
Driveway Removal	S.Y.	\$ 5.00	0 \$	-
Combination Curb & Gutter Removal & Replacement	L. F	\$ 40.00	0 \$	-
Detectable Warning Plates	SF	\$ 20.00	16 \$	320.00
			SubTOTAL = \$	3,353.00
<u>DRAINAGE</u>				
Strutres to be Adjusted	EA	\$ 400.00	0 \$	-
4" Underdrain	L.F.	\$ 50.00	0 \$	-
			SubTOTAL = \$	-
<u>LANDSCAPING/RETAINING WALL</u>				
Tree Stump Removal	EA	\$ 150.00	0 \$	-
Parkway Restoration	S.F.	\$ 8.00	120 \$	960.00
			SubTOTAL = \$	960.00
			Total = \$	4,313.00

71st Ave: Midblock to 173rd Place

<u>PAVEMENT</u>				
	<u>UNIT</u>	<u>PRICE</u>	<u>QUANTITY</u>	<u>EXTENSION</u>
Earth Excavation	C.Y.	\$ 40.00	73 \$	2,933.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.00	141 \$	423.00
PCC Sidewalk, 5"	S.F.	\$ 7.50	1,270 \$	9,525.00
PCC Sidewalk, 7"	S.F.	\$ 7.50	380 \$	2,850.00
Sidewalk Removal-Special	S.F.	\$ 3.00	50 \$	150.00
Combination Curb & Gutter Removal & Replacement	L. F	\$ 40.00	0 \$	-
Driveway Removal	S.Y.	\$ 5.00	59 \$	296.00
HMA Driveway Replacement	S.Y.	\$ 45.00	50 \$	2,250.00
Detectable Warning Plates	SF	\$ 20.00	0 \$	-
			SubTOTAL = \$	18,427.00
<u>DRAINAGE</u>				
Strutres to be Adjusted	EA	\$ 400.00	0 \$	-
4" Underdrain	L.F.	\$ 50.00	0 \$	-
			SubTOTAL = \$	-
<u>LANDSCAPING/RETAINING WALL</u>				
Tree Stump Removal	EA	\$ 150.00	0 \$	-
Parkway Restoration	S.F.	\$ 8.00	660 \$	5,280.00

<i>SUBTOTAL = \$</i>	<i>5,280.00</i>
Total = \$	23,707.00

177th Place to Harlem Avenue

<u>PAVEMENT</u>				
	<u>UNIT</u>	<u>PRICE</u>	<u>QUANTITY</u>	<u>EXTENSION</u>
Earth Excavation	C.Y.	\$ 40.00	5 \$	187.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.00	12 \$	35.00
PCC Sidewalk, 5"	S.F.	\$ 7.50	105 \$	788.00
PCC Sidewalk, 7"	S.F.	\$ 7.50	0 \$	-
Sidewalk Removal-Special	S.F.	\$ 3.00	0 \$	-
Combination Curb & Gutter Removal & Replacement	L. F	\$ 40.00	0 \$	-
Driveway Removal	S.Y.	\$ 5.00	0 \$	-
HMA Driveway Replacement	S.Y.	\$ 45.00	0 \$	-
Detectable Warning Plates	SF	\$ 20.00	0 \$	-
<i>SUBTOTAL = \$</i>				<i>1,010.00</i>
<u>DRAINAGE</u>				
Strutures to be Adjusted	EA	\$ 400.00	0 \$	-
4" Underdrain	L.F.	\$ 50.00	0 \$	-
<i>SUBTOTAL = \$</i>				<i>-</i>
<u>LANDSCAPING/RETAINING WALL</u>				
Tree Stump Removal	EA	\$ 150.00	0 \$	-
Parkway Restoration	S.F.	\$ 8.00	42 \$	336.00
<i>SUBTOTAL = \$</i>				<i>336.00</i>
Total = \$				1,346.00

177th Street: 6835-6865

<u>PAVEMENT</u>				
	<u>UNIT</u>	<u>PRICE</u>	<u>QUANTITY</u>	<u>EXTENSION</u>
Earth Excavation	C.Y.	\$ 40.00	73 \$	2,933.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.00	156 \$	467.00
PCC Sidewalk, 5"	S.F.	\$ 7.50	1,400 \$	10,500.00
PCC Sidewalk, 7"	S.F.	\$ 7.50	250 \$	1,875.00
Sidewalk Removal-Special	S.F.	\$ 3.00	50 \$	150.00
Combination Curb & Gutter Removal & Replacement	L. F	\$ 40.00	0 \$	-
HMA Driveway Removal	S.Y.	\$ 5.00	39 \$	194.00
HMA Driveway Replacement	S.Y.	\$ 45.00	83 \$	3,750.00
Detectable Warning Plates	SF	\$ 20.00	0 \$	-
<i>SUBTOTAL = \$</i>				<i>19,869.00</i>
<u>DRAINAGE</u>				
Strutures to be Adjusted	EA	\$ 400.00	0 \$	-
4" Underdrain	L.F.	\$ 50.00	0 \$	-
<i>SUBTOTAL = \$</i>				<i>-</i>
<u>LANDSCAPING/RETAINING WALL</u>				
Tree/Bush/ Stump Removal	EA	\$ 150.00	1 \$	150.00
Parkway Restoration	S.F.	\$ 8.00	660 \$	5,280.00
<i>SUBTOTAL = \$</i>				<i>5,430.00</i>
Total = \$				25,299.00

SW Corner of 177th St & 66th Ave

<u>PAVEMENT</u>				
	<u>UNIT</u>	<u>PRICE</u>	<u>QUANTITY</u>	<u>EXTENSION</u>
Earth Excavation	C.Y.	\$ 40.00	23 \$	933.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.00	58 \$	175.00
PCC Sidewalk, 5"	S.F.	\$ 7.50	525 \$	3,938.00
PCC Sidewalk, 7"	S.F.	\$ 7.50	0 \$	-
Sidewalk Removal-Special	S.F.	\$ 3.00	25 \$	75.00
Combination Curb & Gutter Removal & Replacement	L. F	\$ 40.00	0 \$	-
HMA Driveway Removal	S.Y.	\$ 5.00	0 \$	-
HMA Driveway Replacement	S.Y.	\$ 45.00	0 \$	-
Detectable Warning Plates	S.F.	\$ 20.00	6 \$	120.00
<i>SUBTOTAL = \$</i>				<i>5,241.00</i>
<u>DRAINAGE</u>				
Strutures to be Adjusted	EA	\$ 400.00	0 \$	-
4" Underdrain	L.F.	\$ 50.00	0 \$	-
<i>SUBTOTAL = \$</i>				<i>-</i>
<u>LANDSCAPING/RETAINING WALL</u>				
Tree/Bush/ Stump Removal	EA	\$ 150.00	0 \$	-
Parkway Restoration	S.F.	\$ 8.00	210 \$	1,680.00
<i>SUBTOTAL = \$</i>				<i>1,680.00</i>
Total = \$				6,921.00

170th St: 7011 to 6941

<u>PAVEMENT</u>				
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	<u>UNIT</u>	<u>PRICE</u>	<u>QUANTITY</u>	<u>EXTENSION</u>
Earth Excavation	C.Y.	\$ 40.00	79 \$	3,156.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.00	166 \$	497.00
PCC Sidewalk, 5"	S.F.	\$ 7.50	1,490 \$	11,175.00
PCC Sidewalk, 7"	S.F.	\$ 7.50	285 \$	2,138.00
Sidewalk Removal-Special	S.F.	\$ 3.00	75 \$	225.00
Combination Curb & Gutter Removal & Replacement	L.F.	\$ 40.00	18 \$	720.00
HMA Driveway Removal	S.Y.	\$ 5.00	6 \$	32.00
HMA Driveway Replacement	S.Y.	\$ 45.00	95 \$	4,275.00
Detectable Warning Plates	S.F.	\$ 20.00	12 \$	240.00
<i>SUBTOTAL = \$</i>				<i>22,458.00</i>
<u>DRAINAGE</u>				
Strutres to be Adjusted	EA	\$ 400.00	0 \$	-
4" Underdrain	L.F.	\$ 50.00	0 \$	-
<i>SUBTOTAL = \$</i>				<i>-</i>
<u>LANDSCAPING/RETAINING WALL</u>				
Tree/Bush/ Stump Removal	EA	\$ 150.00	0 \$	-
Parkway Restoration	S.F.	\$ 8.00	210 \$	1,680.00
<i>SUBTOTAL = \$</i>				<i>1,680.00</i>
Total = \$				24,138.00

177th St/64th Ct: SE Corner

<u>PAVEMENT</u>				
	<u>UNIT</u>	<u>PRICE</u>	<u>QUANTITY</u>	<u>EXTENSION</u>
Earth Excavation	C.Y.	\$ 40.00	22 \$	889.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.00	56 \$	167.00
PCC Sidewalk, 5"	S.F.	\$ 7.50	500 \$	3,750.00
PCC Sidewalk, 7"	S.F.	\$ 7.50	0 \$	-
Sidewalk Removal-Special	S.F.	\$ 3.00	25 \$	75.00
Combination Curb & Gutter Removal & Replacement	L.F.	\$ 40.00	0 \$	-
HMA Driveway Removal	S.Y.	\$ 5.00	0 \$	-
HMA Driveway Replacement	S.Y.	\$ 45.00	0 \$	-
Detectable Warning Plates	S.F.	\$ 20.00	6 \$	120.00
<i>SUBTOTAL = \$</i>				<i>5,001.00</i>
<u>DRAINAGE</u>				
Strutres to be Adjusted	EA	\$ 400.00	0 \$	-
4" Underdrain	L.F.	\$ 50.00	0 \$	-
<i>SUBTOTAL = \$</i>				<i>-</i>
<u>LANDSCAPING/RETAINING WALL</u>				
Tree/Bush/ Stump Removal	EA	\$ 150.00	3 \$	450.00
Parkway Restoration	S.F.	\$ 8.00	200 \$	1,600.00
<i>SUBTOTAL = \$</i>				<i>2,050.00</i>
Total = \$				7,051.00

North Street

<u>PAVEMENT</u>				
	<u>UNIT</u>	<u>PRICE</u>	<u>QUANTITY</u>	<u>EXTENSION</u>
Earth Excavation	C.Y.	\$ 40.00	34 \$	1,351.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.00	87 \$	262.00
PCC Sidewalk, 5"	S.F.	\$ 7.50	785 \$	5,888.00
PCC Sidewalk, 7"	S.F.	\$ 7.50	0 \$	-
Sidewalk Removal-Special	S.F.	\$ 3.00	25 \$	75.00
Combination Curb & Gutter Removal & Replacement	L.F.	\$ 40.00	20 \$	800.00
HMA Driveway Removal	S.Y.	\$ 5.00	0 \$	-
HMA Driveway Replacement	S.Y.	\$ 45.00	0 \$	-
Detectable Warning Plates	S.F.	\$ 20.00	12 \$	240.00
<i>SUBTOTAL = \$</i>				<i>8,616.00</i>
<u>DRAINAGE</u>				
Strutres to be Adjusted	EA	\$ 400.00	0 \$	-
4" Underdrain	L.F.	\$ 50.00	0 \$	-
<i>SUBTOTAL = \$</i>				<i>-</i>
<u>LANDSCAPING/RETAINING WALL</u>				
Tree/Bush/ Stump Removal	EA	\$ 150.00	0 \$	-
Parkway Restoration	S.F.	\$ 8.00	157 \$	1,256.00
<i>SUBTOTAL = \$</i>				<i>1,256.00</i>
Total = \$				9,872.00

\$ 137,442.00



Date Prepared: 2-Oct-18
 Prepared by: CCZ
 Last Revised: 17-Jul-19

Village of Tinley Park

PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

Village Hall Sidewalk along Brentonstone Drive

PAVEMENT				
	UNIT	PRICE	QUANTITY	EXTENSION
Earth Excavation	C.Y.	\$ 50.00	108 \$	5,400.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.60	269 \$	968.00
PCC Sidewalk, 5"	S.F.	\$ 8.25	2,425 \$	20,006.00
PCC Sidewalk, 7"	S.F.	\$ 8.75	0 \$	-
Sidewalk Removal-Special	S.F.	\$ 1.45	0 \$	-
Combination Curb & Gutter Removal & Replacement	L.F	\$ 37.90	20 \$	758.00
Driveway Removal	S.Y.	\$ 12.75	0 \$	-
Detectable Warning Plates	SF	\$ 20.00	20 \$	400.00
			SUBTOTAL = \$	27,532.00
DRAINAGE				
Structures to be Adjusted	EA	\$ 385.00	2 \$	770.00
Driveway Removal	S.Y.	\$ 12.75	0 \$	-
			SUBTOTAL = \$	770.00
LANDSCAPING/RETAINING WALL				
Tree Stump Removal	EA	\$ 150.00	12 \$	1,800.00
Parkway Restoration	S.F.	\$ 8.00	970 \$	7,760.00
			SUBTOTAL = \$	9,560.00
			Total = \$	37,862.00

** Depressed curb and PCC Pavm't across entrance is part of Municipal P Lot Project

Hickory/71st Ave

PAVEMENT				
	UNIT	PRICE	QUANTITY	EXTENSION
Earth Excavation	C.Y.	\$ 50.00	13 \$	667.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.60	33 \$	120.00
PCC Sidewalk, 5"	S.F.	\$ 8.25	300 \$	2,475.00
PCC Sidewalk, 7"	S.F.	\$ 8.75	0 \$	-
Sidewalk Removal-Special	S.F.	\$ 1.45	50 \$	73.00
Combination Curb & Gutter Removal & Replacement	L.F	\$ 37.90	0 \$	-
Driveway Removal	S.Y.	\$ 12.75	0 \$	-
Combination Curb & Gutter Removal & Replacement	L.F	\$ 37.90	0 \$	-
Detectable Warning Plates	SF	\$ 20.00	20 \$	400.00
			SUBTOTAL = \$	3,735.00
DRAINAGE				
Structures to be Adjusted	EA	\$ 385.00	0 \$	-
4" Underdrain	L.F.	\$ -	0 \$	-
			SUBTOTAL = \$	-
LANDSCAPING/RETAINING WALL				
Tree Stump Removal	EA	\$ 150.00	0 \$	-
Parkway Restoration	S.F.	\$ 8.00	120 \$	960.00
			SUBTOTAL = \$	960.00
			Total = \$	4,695.00

71st Ave: Midblock to 173rd Place

PAVEMENT				
	UNIT	PRICE	QUANTITY	EXTENSION
Earth Excavation	C.Y.	\$ 50.00	73 \$	3,667.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.60	141 \$	508.00
PCC Sidewalk, 5"	S.F.	\$ 8.25	1,270 \$	10,478.00
PCC Sidewalk, 7"	S.F.	\$ 8.75	380 \$	3,325.00
Sidewalk Removal-Special	S.F.	\$ 1.45	50 \$	73.00
Combination Curb & Gutter Removal & Replacement	L.F	\$ 37.90	0 \$	-
Driveway Removal	S.Y.	\$ 12.75	59 \$	754.00
HMA Driveway Replacement	S.Y.	\$ 85.00	50 \$	4,250.00
Detectable Warning Plates	SF	\$ 20.00	0 \$	-
			SUBTOTAL = \$	23,055.00
DRAINAGE				
Structures to be Adjusted	EA	\$ 385.00	0 \$	-
4" Underdrain	L.F.	\$ -	0 \$	-
			SUBTOTAL = \$	-
LANDSCAPING/RETAINING WALL				
Tree Stump Removal	EA	\$ 150.00	0 \$	-
Parkway Restoration	S.F.	\$ 8.00	660 \$	5,280.00
			SUBTOTAL = \$	5,280.00
			Total = \$	28,335.00

177th Place to Harlem Avenue

PAVEMENT				
	UNIT	PRICE	QUANTITY	EXTENSION
Earth Excavation	C.Y.	\$ 50.00	5 \$	233.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.60	12 \$	42.00
PCC Sidewalk, 5"	S.F.	\$ 8.25	105 \$	866.00
PCC Sidewalk, 7"	S.F.	\$ 8.75	0 \$	-
Sidewalk Removal-Special	S.F.	\$ 1.45	0 \$	-
Combination Curb & Gutter Removal & Replacement	L.F	\$ 37.90	0 \$	-
Driveway Removal	S.Y.	\$ 12.75	0 \$	-
HMA Driveway Replacement	S.Y.	\$ 85.00	0 \$	-
Detectable Warning Plates	SF	\$ 20.00	0 \$	-
			SUBTOTAL = \$	1,141.00
DRAINAGE				
Structures to be Adjusted	EA	\$ 385.00	0 \$	-
4" Underdrain	L.F.	\$ -	0 \$	-
			SUBTOTAL = \$	-
LANDSCAPING/RETAINING WALL				
Tree Stump Removal	EA	\$ 150.00	0 \$	-
Parkway Restoration	S.F.	\$ 8.00	42 \$	336.00
			SUBTOTAL = \$	336.00
			Total = \$	1,477.00

177th Street: 6835-6865

PAVEMENT				
	UNIT	PRICE	QUANTITY	EXTENSION
Earth Excavation	C.Y.	\$ 50.00	73 \$	3,667.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.60	156 \$	560.00
PCC Sidewalk, 5"	S.F.	\$ 8.25	1,400 \$	11,550.00
PCC Sidewalk, 7"	S.F.	\$ 8.75	250 \$	2,188.00
Sidewalk Removal-Special	S.F.	\$ 1.45	50 \$	73.00
Combination Curb & Gutter Removal & Replacement	L.F	\$ 37.90	0 \$	-
HMA Driveway Removal	S.Y.	\$ 12.75	39 \$	496.00
HMA Driveway Replacement	S.Y.	\$ 85.00	83 \$	7,083.00
Detectable Warning Plates	SF	\$ 20.00	0 \$	-
			SUBTOTAL = \$	25,617.00
DRAINAGE				
Structures to be Adjusted	EA	\$ 385.00	0 \$	-
4" Underdrain	L.F.	\$ -	0 \$	-
			SUBTOTAL = \$	-
LANDSCAPING/RETAINING WALL				
Tree/Bush/ Stump Removal	EA	\$ 150.00	1 \$	150.00
Parkway Restoration	S.F.	\$ 8.00	660 \$	5,280.00
			SUBTOTAL = \$	5,430.00
			Total = \$	31,047.00

SW Corner of 177th St & 66th Ave

PAVEMENT				
	UNIT	PRICE	QUANTITY	EXTENSION
Earth Excavation	C.Y.	\$ 50.00	23 \$	1,167.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.60	58 \$	210.00
PCC Sidewalk, 5"	S.F.	\$ 8.25	525 \$	4,331.00
PCC Sidewalk, 7"	S.F.	\$ 8.75	0 \$	-
Sidewalk Removal-Special	S.F.	\$ 1.45	25 \$	36.00
Combination Curb & Gutter Removal & Replacement	L.F	\$ 37.90	0 \$	-
HMA Driveway Removal	S.Y.	\$ 12.75	0 \$	-
HMA Driveway Replacement	S.Y.	\$ 85.00	0 \$	-
Detectable Warning Plates	SF	\$ 20.00	10 \$	200.00
			SUBTOTAL = \$	5,944.00
DRAINAGE				

Structures to be Adjusted	EA	\$ 385.00	0 \$	-
4" Underdrain	L.F.	\$ -	0 \$	-
			SUBTOTAL = \$	-
LANDSCAPING/RETAINING WALL				
Tree/Bush/ Stump Removal	EA	\$ 150.00	0 \$	-
Parkway Restoration	S.F.	\$ 8.00	210 \$	1,680.00
			SUBTOTAL = \$	1,680.00
			Total = \$	7,624.00

170th St: 7011 to 6941

PAVEMENT				
	UNIT	PRICE	QUANTITY	EXTENSION
Earth Excavation	C.Y.	\$ 50.00	79 \$	3,944.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.60	166 \$	596.00
PCC Sidewalk, 5"	S.F.	\$ 8.25	1,490 \$	12,291.00
PCC Sidewalk, 7"	S.F.	\$ 8.75	285 \$	2,494.00
Sidewalk Removal-Special	S.F.	\$ 1.45	75 \$	109.00
Combination Curb & Gutter Removal & Replacement	L.F.	\$ 37.90	18 \$	682.00
HMA Driveway Removal	S.Y.	\$ 12.75	6 \$	81.00
HMA Driveway Replacement	S.Y.	\$ 85.00	95 \$	8,075.00
Detectable Warning Plates	S.F.	\$ 20.00	20 \$	400.00
			SUBTOTAL = \$	28,674.00
DRAINAGE				
Structures to be Adjusted	EA	\$ 385.00	0 \$	-
4" Underdrain	L.F.	\$ -	0 \$	-
			SUBTOTAL = \$	-
LANDSCAPING/RETAINING WALL				
Tree/Bush/ Stump Removal	EA	\$ 150.00	0 \$	-
Parkway Restoration	S.F.	\$ 8.00	210 \$	1,680.00
			SUBTOTAL = \$	1,680.00
			Total = \$	30,354.00

177th St/64th Ct: SE Corner

PAVEMENT				
	UNIT	PRICE	QUANTITY	EXTENSION
Earth Excavation	C.Y.	\$ 50.00	22 \$	1,111.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.60	56 \$	200.00
PCC Sidewalk, 5"	S.F.	\$ 8.25	500 \$	4,125.00
PCC Sidewalk, 7"	S.F.	\$ 8.75	0 \$	-
Sidewalk Removal-Special	S.F.	\$ 1.45	25 \$	36.00
Combination Curb & Gutter Removal & Replacement	L.F.	\$ 37.90	0 \$	-
HMA Driveway Removal	S.Y.	\$ 12.75	0 \$	-
HMA Driveway Replacement	S.Y.	\$ 85.00	0 \$	-
Detectable Warning Plates	S.F.	\$ 20.00	10 \$	200.00
			SUBTOTAL = \$	5,672.00
DRAINAGE				
Structures to be Adjusted	EA	\$ 385.00	0 \$	-
4" Underdrain	L.F.	\$ -	0 \$	-
			SUBTOTAL = \$	-
LANDSCAPING/RETAINING WALL				
Tree/Bush/ Stump Removal	EA	\$ 150.00	3 \$	450.00
Parkway Restoration	S.F.	\$ 8.00	200 \$	1,600.00
			SUBTOTAL = \$	2,050.00
			Total = \$	7,722.00

Brittney Lane

PAVEMENT				
	UNIT	PRICE	QUANTITY	EXTENSION
Earth Excavation	C.Y.	\$ 50.00	22 \$	1,111.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.60	56 \$	200.00
PCC Sidewalk, 5"	S.F.	\$ 8.25	500 \$	4,125.00
PCC Sidewalk, 7"	S.F.	\$ 8.75	0 \$	-
Sidewalk Removal-Special	S.F.	\$ 1.45	25 \$	36.00
Combination Curb & Gutter Removal & Replacement	L.F.	\$ 37.90	0 \$	-
HMA Driveway Removal	S.Y.	\$ 12.75	0 \$	-
HMA Driveway Replacement	S.Y.	\$ 85.00	0 \$	-
Detectable Warning Plates	S.F.	\$ 20.00	10 \$	200.00
			SUBTOTAL = \$	5,672.00
DRAINAGE				
Structures to be Adjusted	EA	\$ 385.00	0 \$	-
4" Underdrain	L.F.	\$ -	0 \$	-
			SUBTOTAL = \$	-
LANDSCAPING/RETAINING WALL				
Tree/Bush/ Stump Removal	EA	\$ 150.00	3 \$	450.00
Parkway Restoration	S.F.	\$ 8.00	200 \$	1,600.00
			SUBTOTAL = \$	2,050.00
			Total = \$	7,722.00

North Street

PAVEMENT				
	UNIT	PRICE	QUANTITY	EXTENSION
Earth Excavation	C.Y.	\$ 50.00	34 \$	1,689.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.60	67 \$	246.00
PCC Sidewalk, 5"	S.F.	\$ 8.25	400 \$	4,950.00
PCC Sidewalk, 7"	S.F.	\$ 8.75	0 \$	-
Sidewalk Removal-Special	S.F.	\$ 1.45	0 \$	-
Combination Curb & Gutter Removal & Replacement	L.F.	\$ 37.90	0 \$	-
HMA Driveway Removal	S.Y.	\$ 12.75	0 \$	-
HMA Driveway Replacement	S.Y.	\$ 85.00	0 \$	-
Detectable Warning Plates	S.F.	\$ 20.00	0 \$	-
			SUBTOTAL = \$	6,879.00
DRAINAGE				
Structures to be Adjusted	EA	\$ 385.00	0 \$	-
4" Underdrain	L.F.	\$ -	0 \$	-
			SUBTOTAL = \$	-
LANDSCAPING/RETAINING WALL				
Tree/Bush/ Stump Removal	EA	\$ 150.00	0 \$	-
Parkway Restoration	S.F.	\$ 8.00	240 \$	1,920.00
			SUBTOTAL = \$	1,920.00
			Total = \$	8,799.00

Cherry Hill Avenue

PAVEMENT				
	UNIT	PRICE	QUANTITY	EXTENSION
Earth Excavation	C.Y.	\$ 50.00	36 \$	1,776.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.60	89 \$	320.00
PCC Sidewalk, 5"	S.F.	\$ 8.25	800 \$	6,600.00
PCC Sidewalk, 7"	S.F.	\$ 8.75	0 \$	-
Sidewalk Removal-Special	S.F.	\$ 1.45	0 \$	-
Combination Curb & Gutter Removal & Replacement	L.F.	\$ 37.90	8 \$	303.00
HMA Driveway Removal	S.Y.	\$ 12.75	0 \$	-
HMA Driveway Replacement	S.Y.	\$ 85.00	0 \$	-
Detectable Warning Plates	S.F.	\$ 20.00	10 \$	200.00
			SUBTOTAL = \$	9,201.00
DRAINAGE				
Structures to be Adjusted	EA	\$ 385.00	0 \$	-
4" Underdrain	L.F.	\$ -	0 \$	-
			SUBTOTAL = \$	-
LANDSCAPING/RETAINING WALL				
Tree/Bush/ Stump Removal	EA	\$ 150.00	0 \$	-
Parkway Restoration	S.F.	\$ 8.00	520 \$	2,560.00
			SUBTOTAL = \$	2,560.00
			Total = \$	11,761.00

\$ 140,264.00

\$ 120,781.00



2019 Sidewalk Gap Program

Bid Tab

Bid Opening: 9:00 am on 8/2/19

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price	J&J Newell Concrete Contractors, Inc. 14500 Alice Ave Burnham, IL 60633		Davis Concrete Construction Company 11244 W. Manhattan Monee Rd Monee, IL		M&J Underground, Inc 26603 S. Governors Highway Monee, IL		
						Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
1	Sidewalk Removal - Special	Sq Ft	250	\$2.00	\$500.00	\$2.00	\$500.00	\$2.00	\$500.00	\$9.00	\$2,250.00	
2	Hot-Mix Asphalt Driveway Pavement Removal - Special	Sq Yd	110	\$15.00	\$1,650.00	\$15.00	\$1,650.00	\$25.00	\$2,750.00	\$50.00	\$5,500.00	
3	Portland Cement Concrete Sidewalk, 5" - Special	Sq Ft	8,025	\$8.50	\$68,213.00	\$6.50	\$52,162.50	\$12.50	\$100,312.50	\$8.50	\$68,212.50	
4	Portland Cement Concrete Sidewalk, 7" - Special	Sq Ft	925	\$9.00	\$8,325.00	\$8.00	\$7,400.00	\$13.50	\$12,487.50	\$9.50	\$8,787.50	
5	Aggregate Base Course, Type B, 4"	Sq Yd	900	\$3.50	\$3,150.00	\$2.70	\$2,430.00	\$7.00	\$6,300.00	\$10.00	\$9,000.00	
6	Detectable Warning Plate - Special	Sq Ft	100	\$20.00	\$2,000.00	\$28.00	\$2,800.00	\$25.00	\$2,500.00	\$25.00	\$2,500.00	
7	Earth Excavation - Special	Cu Yd	385	\$40.00	\$15,400.00	\$35.00	\$13,475.00	\$25.00	\$9,625.00	\$100.00	\$38,500.00	
8	Combination Curb and Gutter Removal and Replacement - Special	Lin Ft	50	\$40.00	\$2,000.00	\$50.00	\$2,500.00	\$45.00	\$2,250.00	\$40.00	\$2,000.00	
9	Hot-Mix Asphalt Driveway Replacement - Special	Sq Yd	180	\$85.00	\$15,300.00	\$60.00	\$10,800.00	\$36.00	\$6,480.00	\$80.00	\$14,400.00	
10	Structures to be Adjusted	Each	4	\$350.00	\$1,400.00	\$375.00	\$1,500.00	\$300.00	\$1,200.00	\$600.00	\$2,400.00	
11	Sodding - Special	Sq Yd	2,950	\$10.50	\$30,975.00	\$12.00	\$35,400.00	\$5.50	\$16,225.00	\$12.00	\$35,400.00	
12	Tree/Bush Removal	Each	4	\$250.00	\$1,000.00	\$150.00	\$600.00	\$200.00	\$800.00	\$400.00	\$1,600.00	
					Total	\$149,913.00	Total	\$131,217.50	Total	\$161,430.00	Total	\$190,550.00
							As-Read Total	\$131,217.50	As-Read Total	\$161,430.00	As-Read Total	\$190,550.00

Budget: \$150,000

Annual Increase %	3.0%	Annual Increase %	3%	Annual Increase %	2%
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Interoffice

Memo

Date: July 19, 2019

To: Kevin Workowski, Public Works Director

From: Kelly Mulqueeny, Street Superintendent

Subject: Service Contract Award-Renewal Christmas Decorations (Year 2 of 3)

Presented for August 20th 2019 Village Board meeting agenda for consideration and possible action:

Scope of Work:

The service contract is a renewal for the following general services during the holiday season.

- Installation, maintenance, removal, packaging and transport of holiday decorations.
- Purchase of additional holiday ornaments and decorations as needed.

The downtown area sites and decorations will include:

- Oak Park Ave. Train Station- decorations on building and platform.
- Zabrocki Plaza- 30' Christmas tree and lights, pre-lit trees.
- Oak Park Ave. & Hickory St.- Decorate two existing evergreen trees.
- Vogt Plaza- Pre-lit trees.
- 80th Ave. Train Station- pre-lit trees and garland on buildings.
- Street light poles- trumpet decoration installation (provided by VoTP).

Description:

Public works is recommending that we extend our current contract for an additional year to the capable contractor to who has coordinated and provide seasonal holiday decoration services this past year. The contract has the option of 2 (two) - 1 (one) year renewals. The past year B&B Holiday decorating has proven to be a professional, reliable contractor with reasonable rates.

Background:

This service contract was advertised on July 25, 2018 in accordance with state laws; four (4) sealed proposals were received by the deadline on Wednesday August 8, 2018, at 12:00 PM, and recorded by the Village Clerk's office.

<u>Contractor</u>	<u>Location</u>	<u>Average Score</u>
B&B Holiday Decorating	Des Plaines, IL	95.7
HC Lights	Broadview, IL	95.0
Outdoor Accents	Joliet, IL	64.7
SubjectK	Chicago, IL	0.0
Construction Concepts*	Tinley Park, IL	N/A

*Bid was submitted at 12:07 p.m. on 8/8/2018, past the deadline and was therefore not reviewed.

Budget / Finance: Funding is budgeted in the FY20 Budget.

Budget Available	\$35,000.00
Year 2 of 3, contract	<u>\$32,925.82</u>
Difference (under budget)	\$ 2,074.18

Staff Direction Request:

1. Approve renewing the service contract for the FY2020 Christmas Decoration Contract with B&B Holiday Decorating of Des Plaines, IL in the amount of \$32,925.82
2. Direct Staff as necessary.

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

RESOLUTION
NO. 2019-R-085

**A RESOLUTION APPROVING A CONTRACT FOR 2019 CHRISTMAS DECORATIONS FOR
DOWNTOWN TINLEY IN THE VILLAGE OF TINLEY PARK –
B & B HOLIDAY DECORATING, LLC**

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

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

RESOLUTION NO. 2019-R-085**A RESOLUTION APPROVING A CONTRACT FOR 2019 CHRISTMAS DECORATIONS FOR DOWNTOWN TINLEY IN THE VILLAGE OF TINLEY PARK – B & B HOLIDAY DECORATING, LLC**

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 B & B Holiday Decorating, LLC, a true and correct copy of such Contract 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 Extension 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 Contract.

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

ADOPTED this 20th day of August, 2019, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 20th day of August, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

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-085, **“A RESOLUTION APPROVING A CONTRACT FOR 2019 CHRISTMAS DECORATIONS FOR DOWNTOWN TINLEY IN THE VILLAGE OF TINLEY PARK – B & B HOLIDAY DECORATING, LLC.”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 20, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of August, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

VILLAGE OF TINLEY PARK**SERVICE CONTRACT**

This contract is by and between the **Village of Tinley Park**, a Illinois home-rule municipal corporation (the “Village”), and **B & B Holiday Decorating**, (the “Contractor”), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor’s final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Thirty two thousand nine hundred and twenty five dollars and 82/100 Dollars (\$32,925.82)**. Within **seven (7)** calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village’s approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor’s Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the Village prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No “Notice to Proceed” may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.

7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.
8. **It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the Village, any other party indemnified hereunder, the Contractor, or any third party.**
9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the Village, any other party released hereunder, the Contractor, or any third party. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**
10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.

11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.
12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.
13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.

IF THIS IS PREVAILING WAGE WORK:

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.* (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

- A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.
- B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

Name of Contractor (please print)

Submitted by (signature)

Title

[NAME OF CONTRACTOR]

BY: _____

_____ Date

Printed Name: _____

Title: _____

VILLAGE OF TINLEY PARK

BY: _____

_____ Date

Mayor
(required if Contract is \$10,000 or more)

ATTEST:

Village Clerk
(required if Contract is \$10,000 or more)

_____ Date

VILLAGE OF TINLEY PARK

BY: _____

_____ Date

Village Manager

Exhibit A

SCOPE OF SERVICES

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



**HOLIDAY
DECORATING**

160 Touhy Ct
Des Plaines, IL 60018

Kelly Mulqueeny
Village of Tinley Park
16250 Oak Park Ave
Tinley Park, IL 60477

B&B Holiday Decorating, gives our formal request to continue our service agreement with The Village of Tinley Park for the 2019 Holiday Season.

Our time working with The Village of Tinley Park has been a truly great experience and we are thankful for the opportunity.

With your approval we'd like to extend our services to the 2019 holiday season and look forward to another wonderful year.

Please advise me on how you would like to proceed.

_____ Date _____ Village of Tinley Park

_____ Date _____ B&B Holiday Decorating, LLC

Thank you

David, Pat, Bill & Brian

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

RESOLUTION
NO. 2019-R-090

**A RESOLUTION APPROVING A CONTRACT FOR THE PURCHASE AND INSTALLATION
OF ILLUMINATED HOLIDAY DECORATIONS FOR DOWNTOWN TINLEY –
B & B HOLIDAY DECORATING, LLC**

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

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

RESOLUTION NO. 2019-R-090**A RESOLUTION APPROVING A CONTRACT FOR THE PURCHASE AND INSTALLATION OF ILLUMINATED HOLIDAY DECORATIONS FOR DOWNTOWN TINLEY – B & B HOLIDAY DECORATING, LLC**

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 B & B Holiday Decorating, LLC, a true and correct copy of such Contract 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 Extension 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 Contract.

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

ADOPTED this 20th day of August, 2019, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 20th day of August, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

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-090, **“A RESOLUTION APPROVING A CONTRACT FOR THE PURCHASE AND INSTALLATION OF ILLUMINATED HOLIDAY DECORATIONS FOR DOWNTOWN TINLEY – B & B HOLIDAY DECORATING, LLC,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 20, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of August, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

B&B Holiday Decorating L.L.C
 160 Touhy Ct.
 Des Plaines, IL 60018 US
 847-825-1657
 christmas@bbservicesinc.com
 bbholidaydecorating.com

Estimate



ADDRESS
 Kelly Mulqueeny
 Village of Tinley Park
 16250 Oak Park Ave.
 Tinley Park, IL 60477 USA

SHIP TO
 Kelly Mulqueeny
 Village of Tinley Park
 7980 183rd St.
 Tinley Park, IL 60477

ESTIMATE #	DATE
1179	07/23/2019

LENGTH OF CONTRACT
 Purchase

SALES COORDINATOR
 Patrick Fitzgibbons

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/23/2019	Waterloo Illuminated Reindeer 6'6"- Warm White	Buyout after 1 year Rental	3	2,284.80	6,854.40
07/23/2019	Waterloo Illuminated Reindeer 9'8"- Warm White	Buyout after 1 year Rental	1	4,273.50	4,273.50
07/23/2019	Waterloo Illuminated Reindeer 6'6"- Warm White	New Purchase	1	3,757.05	3,757.05
07/23/2019	Labor and Storage-Single Season	Single Season Labor for installation, takedown, maintenance and off-season storage (Jan-Nov 2020) of customer product	5	402.00	2,010.00

These prices are for the purchase of Waterloo Reindeer 3D objects.
 Installation, Takedown, Maintenance and Storage for 2020 included on line 5

TOTAL

\$16,894.95

Accepted By

Accepted Date

B&B Holiday Decorating L.L.C
 160 Touhy Ct.
 Des Plaines, IL 60018 US
 847-825-1657
 christmas@bbservicesinc.com
 bbholidaydecorating.com

Estimate



ADDRESS
 Kelly Mulqueeny
 Village of Tinley Park
 16250 Oak Park Ave.
 Tinley Park, IL 60477 USA

SHIP TO
 Kelly Mulqueeny
 Village of Tinley Park
 7980 183rd St.
 Tinley Park, IL 60477

ESTIMATE #	DATE
1186	07/23/2019

LENGTH OF CONTRACT
 Purchase w/ 2019-2020 Contract

SALES COORDINATOR
 Patrick Fitzgibbons

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/23/2019	6'6" Regal Snowflake (Warm White)	Illuminated Snowflake- 6.6ft - Warm White	4	3,736.00	14,944.00
07/23/2019	Labor and Storage- Single Season	Single Season Labor for installation, takedown, maintenance and off-season storage (Jan-Nov 2020) of customer product	4	450.00	1,800.00

Prices reflected are for the purchase and delivery of product. Single season Installation, takedown, maintenance and storage are included on line 2

TOTAL

\$16,744.00

Accepted By

Accepted Date

FICHE PRODUCTION

INFORMATIONS

Date : 15/03/2019

Réf. : SP10745

Titre :

Hauteur : 3 m

Largeur : 4,20 m

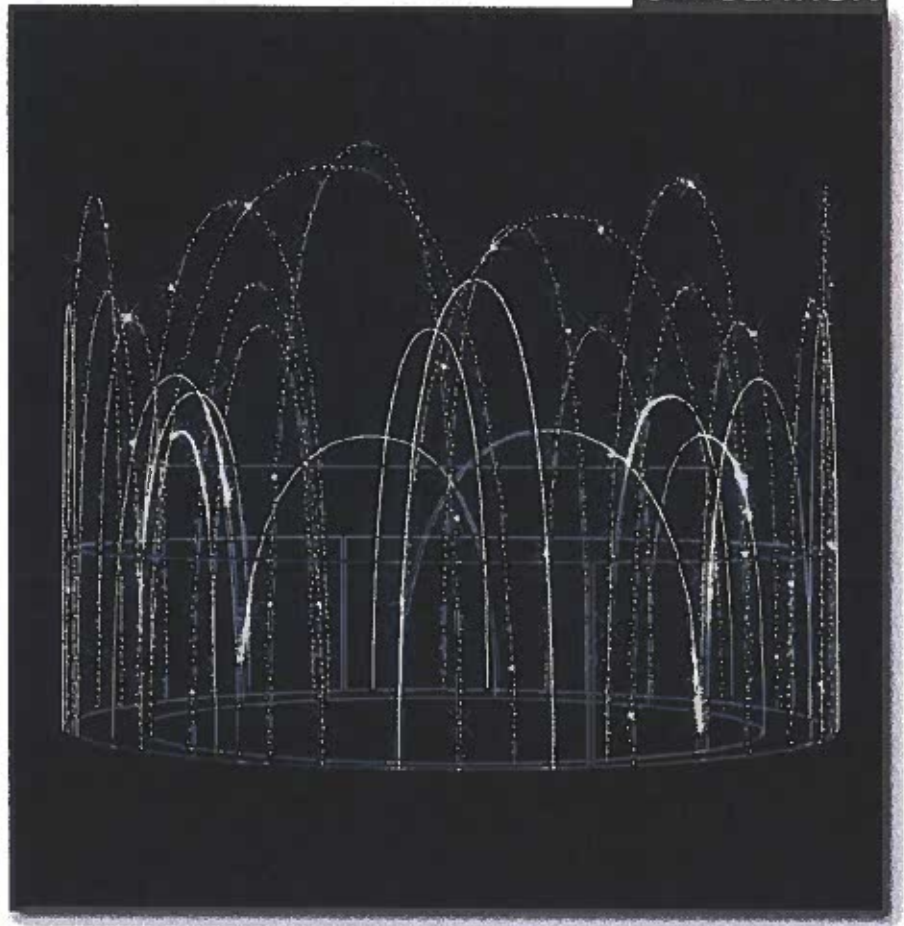
COMPOSITION :

051079 - Cordon lumineux 30m 36 LED blanc/m fixe 24V INT/EXT

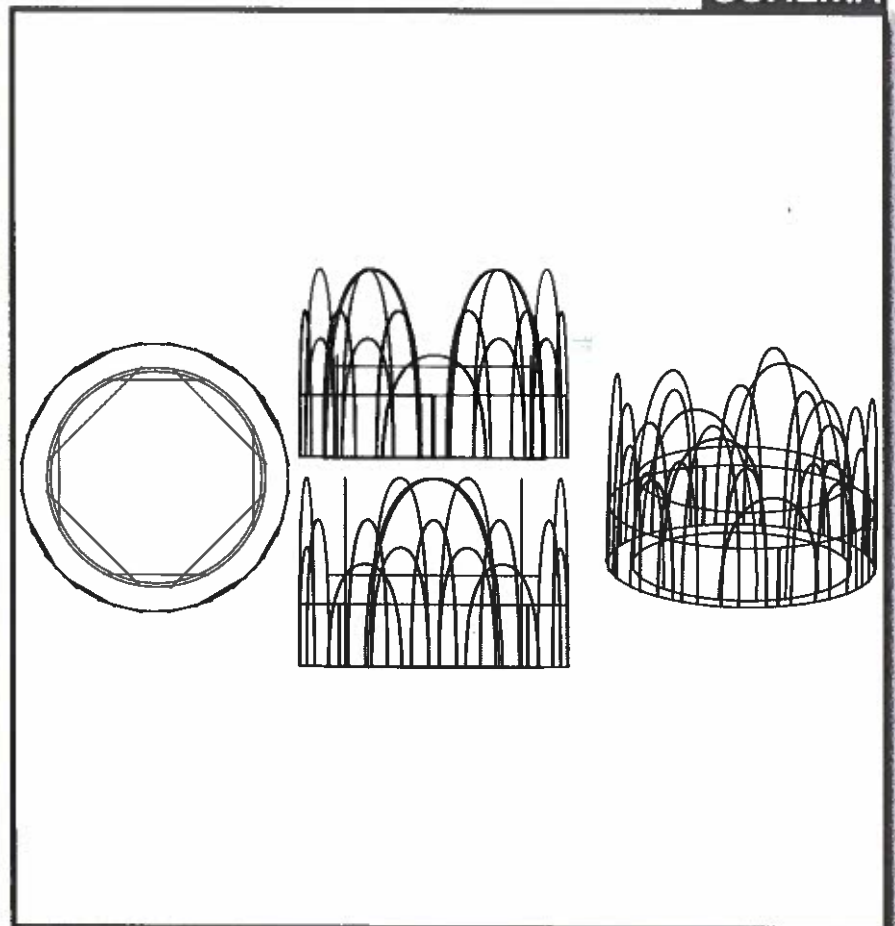
500174 - Cordon Flant 2m 24v

051097 - Guirlande 20m 200 LED blanc scint. 24V INT/EXT cable transparent

SIMULATION



SCHEMA



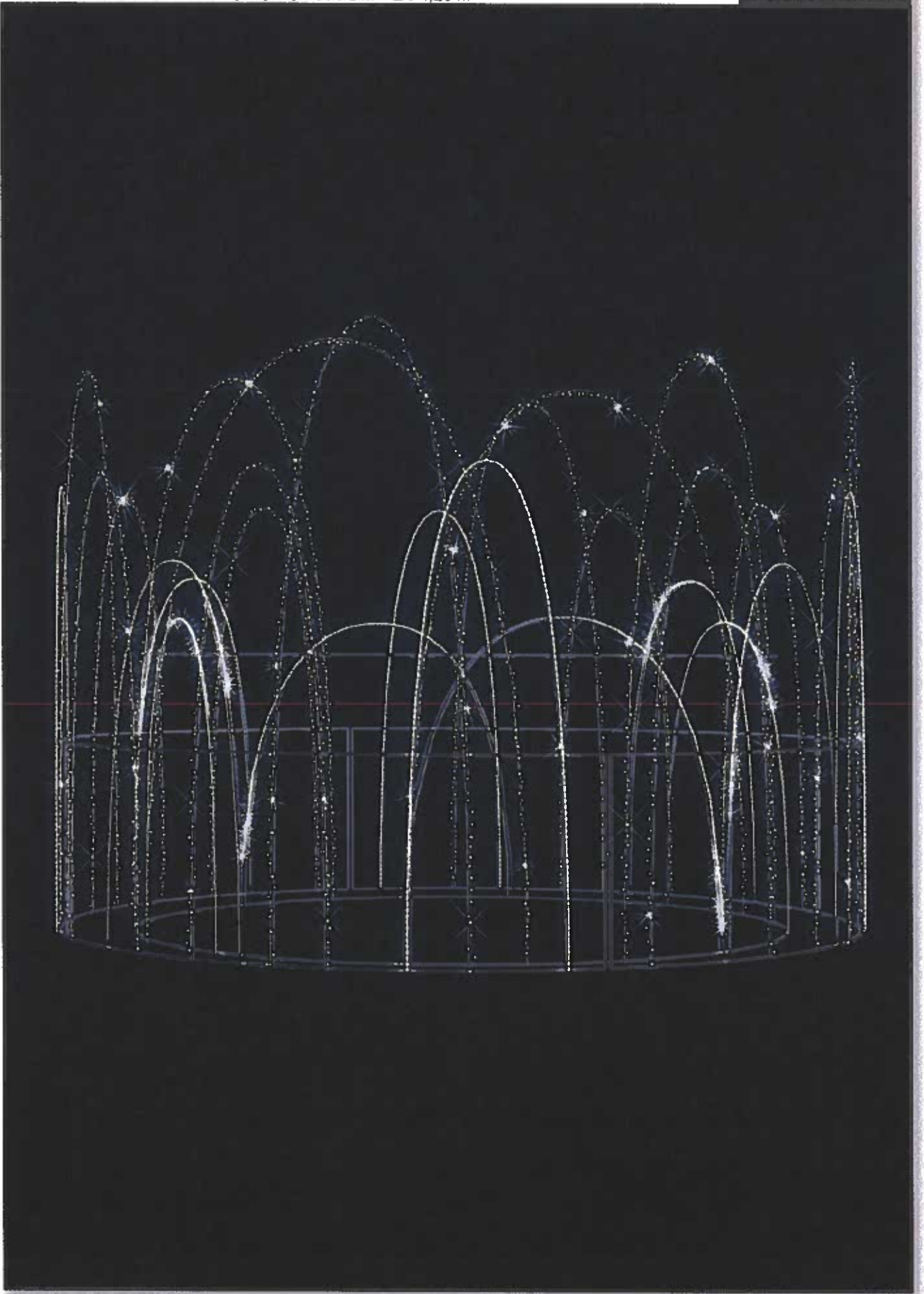
Nbre de Points Lumineux : 82
 Surf. de prise au vent : 0.02 m²

Marque : LEBLANC



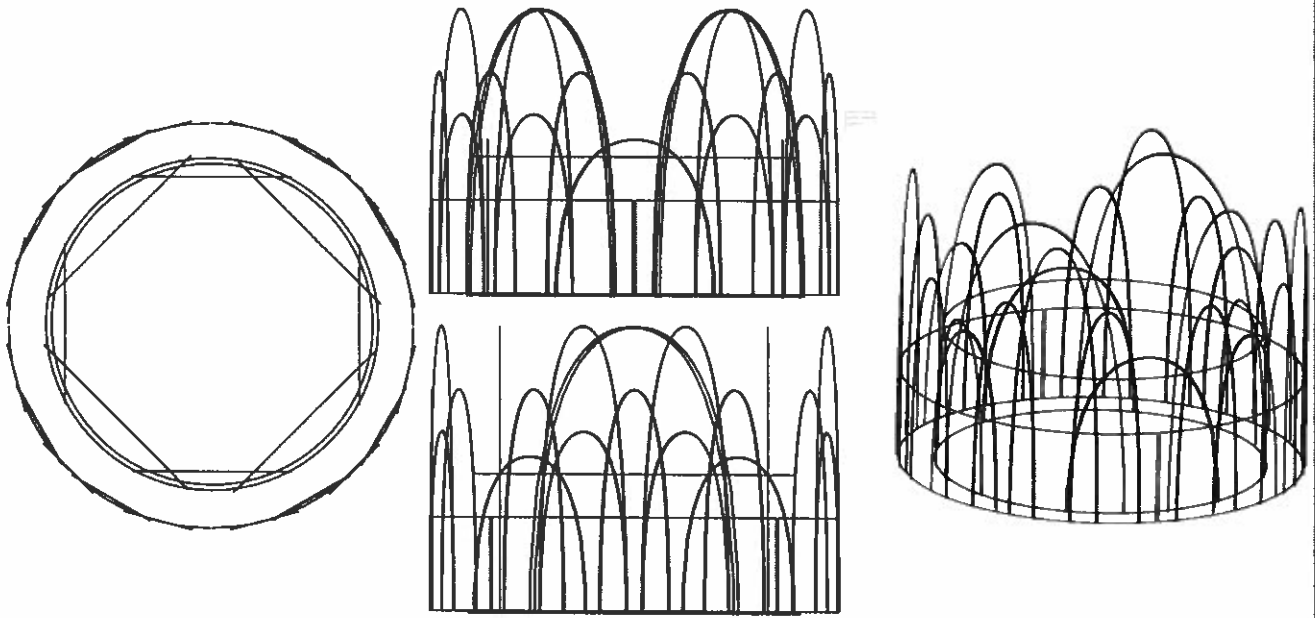
Date : 15/03/2019 - Réf. : SP10745 - H : 3 m - L : 4,20 m

SIMULATION



Date : 15/03/2019 - Réf. : SP10745 - H : 3 m - L : 4,20 m.

SCHEMA



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

RESOLUTION
NO. 2019-R-088

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT (IGA)
BETWEEN CONSOLIDATED HIGH SCHOOL DISTRICT 230 AND THE VILLAGE OF TINLEY
PARK FOR A SCHOOL RESOURCE OFFICER**

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

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

RESOLUTION NO. 2019-R-088**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN CONSOLIDATED HIGH SCHOOL DISTRICT 230 AND THE VILLAGE OF TINLEY PARK FOR A SCHOOL RESOURCE OFFICER**

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 Intergovernmental Agreement with Consolidated High School District 230, a true and correct copy of such Contract 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;

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 Intergovernmental Agreement 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 Intergovernmental Agreement.

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

ADOPTED this 20th day of August, 2019, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 20th day of August, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

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-088, **“A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN CONSOLIDATED HIGH SCHOOL DISTRICT 230 AND THE VILLAGE OF TINLEY PARK FOR A SCHOOL RESOURCE OFFICER,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 20, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of August, 2019.

 KRISTIN A. THIRION, VILLAGE CLERK

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
BOARD OF EDUCATION OF CONSOLIDATED HIGH SCHOOL DISTRICT NO. 230
AND
VILLAGE OF TINLEY PARK**

This Intergovernmental Agreement is made this ____ day of _____, 2019 by and between the Board of Education of Consolidated High School District No. 230 (“Board” or “District”) and the Village of Tinley Park (“Village”).

WITNESSETH

WHEREAS, the Board operates Victor J. Andrew High School (“Andrew High School”) in the boundaries of the Village; and

WHEREAS, the Village operates the Tinley Park Police Department (“Police Department”); and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*, provides that units of local government and school districts may contract with one another to perform any activity authorized by law; and

WHEREAS, the Village and the Board are public agencies pursuant to Section 2 of the *Intergovernmental Cooperation Act*, 5 ILCS 220/2; and

WHEREAS, the Village and the Board have previously entered into an Intergovernmental Agreement regarding the assignment of a police officer employed by the Village to perform the duties of a School Resource Officer at Andrew High School; and

WHEREAS, the Board desires to have the services of a police officer at Andrew High School as a School Resource Officer (“SRO”); and

WHEREAS, the Village and the Board have determined it to be in the best interests of all parties to enter into this Agreement.

Now, therefore, the parties hereto agree as follows:

1.0 Goals and Objectives - It is understood and agreed that the Board and the Village share the following goals and objectives with regard to the SRO program:

- 1.1 To increase the reporting of all crimes committed against youth and their property; and to increase the reporting of physical and sexual child abuse and neglect.
 - 1.1.1 To develop and project a positive attitude and image, and establish lines of communication as well as a sound relationship with the students, teachers and staff of Andrew High School.
 - 1.1.2 To provide a convenient and confidential setting wherein a student may feel at ease with a trusted individual in reporting crimes.

- 1.1.3 Upon request of Andrew High School's counseling staff and/or community service agencies, assist students in dealing with individual problems and concerns as is appropriate.
- 1.1.4 To provide an opportunity for the SRO to help educators become aware of reportable crimes against youth.
- 1.2 To further reduce the number of crimes committed in schools or near school property.
 - 1.2.1 To provide a preventative presence in the school area in order to reduce loitering on the school premises, drug and alcohol traffic, assaults, and other actions of anti-social behavior. The SRO's legal responsibilities lie in the area of the law and he/she will not be used as an arm of school discipline.
 - 1.2.2 To provide a preventative presence for special school functions such as athletic events, school dances, band concerts, and summer educational programs, as detailed in this Agreement.

2.0 Employment and Assignment of School Resource Officers

- 2.1 The Village shall assign one police officer from the Police Department to act as an SRO at Andrew High School.
- 2.2 The SRO shall remain an employee of the Village and shall be subject to the administration, supervision and control of the Police Department, except as such administration, supervision and control is subject to the terms and conditions of this Agreement. The Village shall at all times be considered the SRO's employer and shall retain direction and control of the work and conduct of the SRO and shall be solely responsible for payment and provision to the SRO of salary and any other benefits, including overtime, to which the SRO is entitled as an employee of the Police Department. The Village is responsible for making necessary tax and other withholdings from the SRO's pay, and for making all necessary tax and other employment-related payments and filings. The Village shall also maintain payroll, attendance, and performance evaluation records of the SRO. The SRO shall be covered by the Village's worker's compensation insurance.
- 2.3 The Board agrees to pay the Village an annual sum for the SRO's services ("Payment"). For the Initial Term (August 1, 2019 – July 31, 2020), the Payment shall be \$104,334.60. For subsequent terms (each August 1 – July 31), the Payment shall be increased annually, commencing August 1, 2020, by two and one-half percent (2.5%). For the Initial Term and any subsequent term, the District shall pay the Village in equal monthly installments, upon receipt of a monthly invoice from the Village.
- 2.4 Because the SRO is an employee of the Police Department, the Police Department, in its discretion, shall have the power and authority to hire, discharge and discipline the police officer who serves as the SRO. The SRO shall be subject to all other personnel policies and practices of the Police Department except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.
- 2.5 In the event that the SRO is absent from work, the SRO shall notify the Principal (or his/her designee) of Andrew High School. In such event, the Village shall assign another police

officer who meets the qualifications listed in Section 4.2 below to temporarily perform the SRO duties, at no additional cost to the District.

- 2.6 The SRO reports directly to the Commander of Investigations, his designee or the patrol shift commander of the Police Department in that order.

3.0 Duty Hours

- 3.1 The SRO shall be a regular employee of the Police Department, but shall provide services to Andrew High School during the following hours: 7:30 a.m. to 3:30 p.m. on all days that teachers are scheduled to be in attendance. The District will provide the Village with a copy of the school calendar prior to the start of each school year (and within seven days of the effective date of this Agreement).
- 3.2 When the SRO is performing SRO duties but is away from Andrew High School premises, he/she will maintain communication with the school either by telephone or radio.
- 3.3 It is understood and agreed that the time spent by the SRO attending court, pursuing juvenile or criminal cases arising from and/or out of their duties as an SRO shall be considered as hours worked under this agreement.

4.0 Selection and Qualifications of the SRO. To be an SRO, an officer must first meet all of the following basic qualifications as well as the qualifications set forth in the SRO Job Description, attached hereto as Exhibit A and incorporated herein:

- 4.1.1 Shall be a commissioned officer and have a minimum of two years of law enforcement experience;
- 4.1.2 Shall be a certified juvenile officer;
- 4.1.3 Shall possess a sufficient knowledge of the applicable Federal and State laws, Village ordinances, and Board policies and regulations;
- 4.1.4 Shall be capable of conducting in depth criminal investigations;
- 4.1.5 Shall possess an even temperament and set a good example for students; and
- 4.1.6 Shall possess communication skills that would enable the officer to function effectively within the school environment, including the ability to teach.
- 4.1.7 Shall have completed training concerning the duties of a school resource officer and working with high school age students, including any trainings required by law, including under Section 10.22 of the Illinois Police Training Act (50 ILCS 705/10.22).

4.2 Replacement of SRO

Upon a request by the District, in writing, setting forth the specific reason for replacement and after a meeting with the Chief of Police or his designee, the Village, may replace the SRO with another police officer who meets the criteria set forth in this Agreement.

5.0 Duties of the School Resource Officers

The duties of the SRO are set forth on the SRO Job Description in Exhibit A, and also include the following obligations:

- 5.1 To protect school property, students, school personnel and visitors from criminal activity by patrolling the school building and grounds and attending school functions.
- 5.2 To enforce State and Local criminal laws and ordinances.
- 5.3 To establish a close-working relationship with school officials at Andrew High School.
- 5.4 To take appropriate action on violations of the law involving juveniles.
- 5.5 To work with the Andrew High School Administration and teaching staff concerning safety, drug education, conduct, counseling and preventative discipline.
- 5.6 To work with the Andrew High School Administration in the implementation of police-community school programs.
- 5.7 To be available to organizations within the community to assist in explaining the SRO Program and its philosophy.
- 5.8 To prepare necessary records and reports as requested by the Andrew High School Administration
- 5.9 To answer questions in the law-related education field.
- 5.10 To perform daily or periodic risk assessment duties as defined by the District.

6.0 Chain of Command

- 6.1 The SRO, as an employee of the Police Department, will be directly responsible to the Commander of Investigations, his designee or the patrol shift commander in that order.
- 6.2 In the performance of his/her duties, the SRO shall coordinate and communicate with the Principal (or the Principal's designee) of Andrew High School.

7.0 Training/Briefing

- 7.1 The SRO shall be required by the Police Department to attend monthly training and briefing sessions. These sessions will be held at the direction of the Police Department. Briefing sessions will be conducted to provide for the exchange of information between the Police Department and the SROs. Notwithstanding the foregoing, the Police Department and the SRO must comply with the obligations set forth in Section 11.0

and the terms of any Reciprocal Reporting System Agreement in place between the Parties.

- 7.2 The Village and the District acknowledge that the SRO must receive appropriate and current training in order to fulfill his/her duties as a school resource officer. The
- 7.3 Beginning January 1, 2021, the Village shall provide to the District a certificate of completion, or approved waiver, issued by the Illinois Law Enforcement Training Standards Board under Section 10.22 of the Illinois Police Training Act (50 ILCS 705/10.22) indicating that the subject officer has completed the requisite course of instruction in the applicable subject areas within one year of assignment, or has prior experience and training which satisfies this requirement.

8.0 Dress Code

- 8.1 The SRO may be required by the District to wear a Police Department issued uniform for the first 2 weeks of the school year.
- 8.2 After the first 2 weeks of the school year, the SRO may, at the discretion of the Police Department and the Principal of Andrew High School, wear "soft" clothes. Notwithstanding the above, the SRO must be identifiable as a Police Officer when on duty as an SRO.

9.0 Supplies and Equipment

- 9.1 Motor vehicles. The Police Department will provide a squad car for use by the SRO in performance of his/her duties.
- 9.2 Safety Equipment. The Police Department shall provide any safety equipment to the SRO that it determines to be necessary.
- 9.3 Office Supplies. Andrew High School agrees to provide the SRO with the usual and customary office supplies and forms required in the performance of his/her duties. In addition, the SRO shall be provided a private office within Andrew High School that is accessible by the students. The SRO shall also be provided a computer, access to a printer, and access to a private fax machine for confidential intelligence sharing. This office shall not be used as a booking station in violation of Section 10-20.60 of the School Code (105 ILCS 5/10-20.60).

10.0 Operating Procedures

The SRO shall comply with applicable Board policies and procedures in the course of his/her duties.

11.0 Access to Education Records

The District and the Village acknowledge and agree that all student, personnel, medical, and District-related business records generated by District employees or students shall be the property of the District. The Parties agree to comply with all state and federal laws, including, but not limited to, the *Illinois Student Records Act*, the *Illinois Mental Health and Developmental Disabilities Confidentiality Act*, the federal *Family Educational Rights and Privacy Act*, the *Health Insurance Portability and Accountability Act of*

1996, , the *Illinois Personnel Records Review Act*, and all rules and regulations governing the release of student, personnel, and medical records, as well as the terms and conditions contained in the Reciprocal Reporting System Agreement entered into by the Parties on December 20, 2012 as it may be amended, or any successor agreement (“Reciprocal Reporting Agreement”), to the extent a student has not reached his or her 18th birthday. The SRO may have access to personally identifiable information (“PII”) in student records as follows:

- 1) The SRO may have access to directory information of students as needed to perform duties.
- 2) The SRO may have access to other (non-directory) student record information pursuant to the following legal guidelines, as interpreted and approved by the Superintendent or Principal:
 - i) The SRO may receive PII from the District as a “school official” performing SRO duties under this Agreement when the SRO has a direct and legitimate educational interest in the student. A “legitimate educational interest” shall include promoting school safety and physical security of the students. The PII must remain under the direct control of the District, and SRO may use information obtained as a school official only for the purposes for which it is obtained, and will not disclose such information to third parties, including other employees of the Police Department who are not acting as school officials, unless consent of the parent (or student age 18 or older) is obtained or an exception to the consent rule applies.
 - ii) The SRO may receive from the District PII related to student criminal activity pursuant to the Reciprocal Reporting Agreement, when necessary for the discharge of his or her official duties, to effectively serve, prior to adjudication, the student whose records are released. Such a release of records is subject to the terms of the Reciprocal Reporting Agreement, and the SRO will not disclose such information to third parties outside the Police Department.
 - iii) In an emergency, as determined by the Superintendent or School Principal.

To the extent the SRO has access to student records to perform his/her duties, he/she shall not divulge such records to any third party outside of the conditions outlined above without the District’s consent, parental consent, or as permitted or required by law. The District and the Village acknowledge and agree that all records that are both generated and maintained solely by the SRO in connection with the performance of services under this Agreement shall constitute law enforcement records and shall be the property of the Village and shall not be student records. Notwithstanding the termination of this Agreement for any reason, the confidentiality provisions of this paragraph will continue in full force and effect following such termination.

- 12.0 Term of Agreement** - The Initial Term of this agreement is August 1, 2019 through July 31, 2020. This Agreement will be automatically renewed for additional one (1) year Terms until terminated as provided herein. The Agreement may be terminated by either party for convenience upon sixty (60) days’ prior written notice.

13.0 Insurance and Indemnification

13.1 Indemnity: The District shall indemnify and hold the Village and its officers and employees harmless from any and all losses, costs, demands, damages, actions or causes of action, including reasonable attorney's fees arising out of, proximately caused by or incurred by reason of any of negligent or willful and wanton acts or omissions of the District and its employees related to this Agreement; subject, however, to any defenses or limitations of liability permitted under the *Local Governmental and Governmental Employees Tort Immunity Act*, 745 ILCS 10/1 *et seq.*, or otherwise provided by law.

The Village shall indemnify, defend and hold the District, its individual Board members and employees harmless of and from any and all losses, costs, demands, damages, actions or causes of action, including reasonable attorneys' fees arising out of, proximately caused by or incurred by reasons of any negligent or willful and wanton act or omission by the SRO, or breach of this Agreement; subject, however, to any defenses or limitations of liability permitted under the *Local Governmental and Governmental Employees Tort Immunity Act*, 745 ILCS 10/1 *et seq.*, or otherwise provided by law.

13.2 Insurance: Each Party shall keep in force at all times during the term of this Agreement, Commercial General Liability Insurance, on an occurrence basis, with limits of not less than \$3,000,000 per occurrence and in the aggregate and at all times naming the other party to this Agreement, its individual Board members, employees, and agents as additional insureds thereon. Such coverage shall include each Party's indemnification obligation under Paragraph 13.1 of this Agreement. Within five (5) days of the last Party's execution of this Agreement, each Party shall furnish to the other a certificate of the insurance evidencing the insurance required under this Agreement

- 14.0 Evaluation:** The Principal (or designee) shall evaluate the SRO on an annual basis in the manner jointly developed by the parties. The Principal's evaluation shall be advisory only and the Police Department retains the final authority to evaluate the SRO's performance.
- 15.0 Body Cameras:** Should the SRO be required by the Village to wear a body camera while on duty at Andrew High School, the SRO shall comply with all laws and regulations applicable to the wearing of such cameras.
- 16.0 Storage of SRO Papers and Equipment:** The District shall provide the SRO a space for storage of paperwork, personal effects, and small items of equipment. The SRO shall not store ammunition or weapons on school property except with the express permission of the Superintendent. If the Superintendent approves storage of ammunition and equipment on school property, the parties shall agree to specific written protocols for such storage, including a locked area, safety precautions, and access and inventory protocols.
- 17.0 Access to Security Videos and Secure Radio Channels:** To the extent the District operates security video systems or secure radio channels, the District may give the SRO regular access to view live security video and secure radio channels as deemed appropriate by the District. Recorded security videos in and outside Stagg High School may constitute student records protected by state and federal laws, and recorded security videos on school buses constitute confidential records under the Criminal Code, thus access to recorded videos shall be given only in keeping with those laws.

18.0 Notices: Any notices may be sent to the respective parties at the following respective addresses:

To the Village: Chief of Police
Tinley Park Police Department
7850 183rd St,
Tinley Park, IL 60477

To the District: Superintendent
Consolidated High School District No. 230
15100 S. 94th Avenue
Orland Park, Illinois 60462

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

19.0 Complete Understanding and Amendments: With the exception of the Reciprocal Reporting Agreement, this Agreement sets forth all the terms and conditions, and agreements and understandings between the Parties relative to the subject matter hereof. No modifications, amendments, or waiver of any provision hereto shall be valid and binding unless in writing and signed by all Parties.

20.0 Termination of Prior Agreements: All existing agreements between the Parties concerning the provision of a School Resource Officer, including, the Intergovernmental Agreement Between Consolidated High School District 230 and the Village of Tinley Park Providing for a School Resource Officer, dated May 15, 2014, are hereby terminated.

SIGNATURE'S REQUIRED

IN WITNESS WHEREOF, the parties hereto have set their hands and seals all as of the day and year written below.

**BOARD OF EDUCATION OF
CONSOLIDATED HIGH SCHOOL
DISTRICT NO. 230**

VILLAGE OF TINLEY PARK

By: _____
Its: Board President
Date: _____

By: _____
Its: _____
Date: _____

Attest:

By: _____
Its: Board Secretary

Date: _____

EXHIBIT A

Consolidated High School District 230

Job Description
School Resource OfficerPosition: **School Resource Officer (SRO)****QUALIFICATIONS:**

- A) A commissioned officer with a minimum of two years law enforcement experience
- B) A certified juvenile officer
- C) Evidence of a sufficient knowledge of applicable Federal and State laws, Village Ordinances, and Board of Education policies and regulations
- D) Capable of conducting in depth criminal investigations
- E) Even temperament and a role model for students
- F) Have sufficient communication skills that would enable the officer to function effectively within the school environment

REPORTS TO:

The SRO, as an employee of the Tinley Park Police Department will be directly responsible to the Commander of Investigations, his designee or the patrol shift commander in that order, who shall designate and/or authorize any variation in the officers' normal work schedule or assignments in consultation with the building principal.

POSITION GOALS:

- A) Works in a collaborative manner to assist with the promotion of positive student behavior and self-discipline
- B) Fosters to maintain a positive working relationship between the Students, employees, and school community
- C) Plays a pivotal role in the prevention of criminal activities during the School day, at school events as assigned, and in or near school property
- D) Acts as a member of the school crisis team and link between school officials and the police department in any crisis situation, including the investigation of any threats of school personnel or members of the school community
- E) Acts in accordance to the Intergovernmental Agreement between the Village of Tinley Park and the Board of Education of Consolidated High School District No. 230

PERFORMANCE RESPONSIBILITIES:

- A) Protect school property, students, school personnel and visitors from criminal Activity by patrolling the school building and grounds and attending school functions such as athletic events, dances, concerts, and educational programs as required
- B) To enforce state, and local criminal laws and ordinances
- C) To establish a close working relationship with school officials in the Andrew attendance area
- D) The SRO will be responsible for taking appropriate action on violations of the law involving juveniles

- E) Work with the school administration and teaching staff, assisting those members concerned with safety, drug education, conduct, counseling and preventative discipline
- F) Work with the Andrew High School Administration in the implementation of Police-community school programs
- G) To prepare necessary records and reports as requested by the Andrew High School Principal
- H) To assist other law enforcement officers with outside investigations concerning students attending Andrew High School

COMMUNICATIONS:

- A) Serves as liaison between school administration and police department
- B) Maintains an ongoing dialogue with secondary school administrators, deans, counselors, social workers, and health service personnel regarding student Behavior
- C) Maintains complete confidentiality as defined and required by state law in regards to student conduct and criminal investigations that arise from his/her employment

BOARD COMMENT

PUBLIC COMMENT

STAFF COMMENT