

**MEETING NOTICE**

**NOTICE IS HEREBY GIVEN** that the Special Meeting of the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, December 17, 2019, beginning at 7:00 p.m. in the Council Chambers at the Village Hall of Tinley Park, 16250 South Oak Park Avenue, Tinley Park, Illinois.

- 7:00 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: \_\_\_\_\_  
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**ITEM #2**

SUBJECT:            CONSIDER APPROVAL OF MINUTES OF THE SPECIAL VILLAGE BOARD MEETING HELD ON DECEMBER 3, 2019.

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

COMMENTS: \_\_\_\_\_  
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**ITEM #3**

SUBJECT:            RECEIVE PRESENTATION AND A DONATION CHECK FROM ENTERPRISE TE PRODUCTS - **Trustee Brennan**

ACTION:            Discussion: Enterprise has a pipeline that runs through Tinley Park. The company selects emergency response teams in the areas impacted by its pipeline for donations each year, and Tinley Park has been selected to receive such contributions in 2019. **No specific action is required.**

COMMENTS: \_\_\_\_\_  
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**ITEM #4**

SUBJECT: CONSIDER APPOINTING KERRY SCHMIDT TO THE POSITION OF PUBLIC WORKS SENIOR CUSTODIAN - **Trustee Glotz**

ACTION: Discussion: Human Resources conducted a recruitment for Senior Custodian and received 17 applications. Three (3) candidates were interviewed by a panel of PW Management and Human Resources and the top finalist identified was Kerry Schmidt. Ms. Schmidt is a graduate of Shepherd High School. She previously worked for Ideal Custom Designs and State Bank of Illinois. Ms. Schmidt currently owns her own residential and commercial cleaning company in Tinley Park and has been a resident since 2013. **Consider appointing Kerry Schmidt to the position of Public Works Senior Custodian.**

COMMENTS: \_\_\_\_\_  
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**ITEM #5**

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:

- A. CONSIDER ACCEPTING THE ILLINOIS DEPARTMENT OF TRANSPORTATION REPORT "DOCUMENTATION REVIEW NO. 55" COVERING THE PERIOD OF MAY 1, 2015 THROUGH APRIL 30, 2019 AND PLACE IT ON FILE.
- B. CONSIDER ADOPTING RESOLUTION 2019-R-124 FINDING THAT THE NEED FOR CONFIDENTIALITY STILL EXISTS AS TO EXECUTIVE SESSION MINUTES.
- C. CONSIDER ADOPTING RESOLUTION 2019-R-122 APPROVING A RESOLUTION ADOPTING PERMITTING STANDARDS FOR WORK PERFORMED IN STATE RIGHTS OF WAY.
- D. CONSIDER ADOPTING ORDINANCE 2019-O-070 AMENDING SECTION 32.225 OF CHAPTER 32 OF THE TINLEY PARK MUNICIPAL CODE – EMERGENCY TELEPHONE SYSTEM BOARD.
- E. CONSIDER REQUEST FROM CRISIS CENTER FOR SOUTH SUBURBIA, TO CONDUCT A RAFFLE THROUGH FEBRUARY 29, 2020, AT THE ODYSSEY COUNTRY CLUB, 19110 RIDGELAND AVE, WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED \$7500. WINNERS WILL BE DRAWN AT THE ODYSSEY COUNTRY CLUB.
- F. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$3,423,970.03 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED DECEMBER 6, AND DECEMBER 13, 2019.

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

COMMENTS: \_\_\_\_\_  
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**ITEM #6**

SUBJECT: CONSIDER ORDINANCE 2019-O-081 APPROVING TEXT AMENDMENTS TO VARIOUS CODE SECTIONS OF THE CODE OF ORDINANCES, SUBDIVISION CODE, AND ZONING ORDINANCE TO IMPLEMENT FEE CHANGES AND CREATE A COMPREHENSIVE FEE SCHEDULE - **Trustee Mueller**

ACTION: Discussion: The proposed fee changes will predominately affect commercial and new development projects. The fee levels were chosen to help protect the general fund from any “hard” or “up-front” costs, while also ensuring Tinley Park remains a competitive and attractive community for developers and businesses to operate. The new comprehensive fee schedule will allow all fees to be located in one place and help increase future customer and staff clarity. The comprehensive fee schedule will be located in the Code of Ordinances (Tinley Park Municipal Code), Table of Special Ordinances, Table XI. The fee increases are proposed to become effective on March 1, 2020 to allow time for implementation; they will not apply to projects that have been applied for prior to that date.

The Plan Commission held a Public Hearing on August 15, 2019 related to the Zoning Ordinance changes and unanimously recommended approval of the proposed text amendments. The Committee of the Whole reviewed all fee changes on October 1, 2019, and directed staff to draft the appropriate text amendments. **This Ordinance is eligible for first reading.**

COMMENTS:

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**ITEM #7**

SUBJECT: CONSIDER ADOPTING ORDINANCE 2019-O-074 GRANTING TEXT AMENDMENTS TO SECTIONS II.B (DEFINITIONS), SECTION III.U. (SITE PLAN REVIEW), SECTION V.C.4. (ELEVATIONS AND FACADES), SECTION V.C.7 (GENERAL REQUIREMENTS/ALL BUSINESS & COMMERCIAL DISTRICTS) AND SECTION V.C.10 (SITE DEVELOPMENT STANDARDS FOR INDUSTRIAL USES) OF THE ZONING ORDINANCE TO INCORPORATE MASONRY REQUIREMENTS FOR RESIDENTIAL, COMMERCIAL AND INDUSTRIAL USES - **Trustee Mueller**

ACTION: Discussion: Staff is currently working with a consultant to update the Tinley Park Comprehensive Building Code which will include transferring masonry requirements from the Building Code into the Zoning Ordinance. Staff is proposing that current requirements for brick construction remain intact for residential and commercial districts. However, masonry requirements for industrial districts have been re-evaluated in light of current development trends and increasing masonry building material costs. The proposed amendments lessen the requirement for brick in industrial districts, especially for the larger structures. The proposed amendments also provide for architectural review as part of site plan review with established design guidelines which will allow for a more consistent review and establish a standard of quality for the community. These amendments will streamline the review process and result in regulations that support economic development rather than function as an encumbrance to industrial growth. The Plan Commission held a Public Hearing on November 21, 2019, and unanimously recommended the proposed text amendments for approval to the Village Board. **This Ordinance is eligible for adoption.**

COMMENTS:

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**ITEM #8**

SUBJECT: CONSIDER ADOPTING ORDINANCE 2019-O-082 APPROVING AN AMENDED ECONOMIC INCENTIVE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND BANGING GAVEL PROPERTIES, LLC - **Trustee Mueller**

ACTION: Discussion: Pilsen Breweries, Inc. d/b/a Banging Gavel Brews (BGB) purchased the Vogt building located at 6811 Hickory Street on June 30, 2017. The Village and owner of the property entered into an economic incentive agreement on April 3, 2017, per Ordinance 2017-O-016. The original incentive agreement assists the developer to redevelop the property in order to feature a brewery and restaurant with an outdoor patio. Since then, the owner of the property has been working with the State Historical Preservation Offices for approval of its project. There has been significant delays from the State as well as additional costs incurred by the owner. The owner presented an amended request to the incentive agreement which was presented at the November 5, 2019 Committee of the Whole meeting.

The Amendment to the incentive agreement will allow the redevelopment of the project to be constructed into two phases. Phase 1 will include the brewery, taproom and outdoor patio (weather permitting). At the completion of Phase 1, the Village will pay \$150,000 in eligible costs and 100% of the Historic Preservation work will be completed. The second phase will include the 2nd floor kitchen and second floor special event room. At the completion of the second phase and issuance of an occupancy permit, the Village will pay the developer \$300,000, which is a total incentive of \$450,000 for the project. **This Ordinance is eligible for adoption.**

COMMENTS:

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**ITEM #9**

SUBJECT: CONSIDER ADOPTING RESOLUTION 2019-R-125 RECOMMENDING A COOK COUNTY CLASS 7A RECLASSIFICATION FOR RICK WHITE OF PARK RIDGE MIDWEST REALTY GROUP, LLC (BANDANA'S BBQ) AT 16200 HARLEM AVENUE, COOK COUNTY, ILLINOIS - **Trustee Mueller**

ACTION: Discussion: This Resolution provides support for the Cook County Class 7A incentive which reduces the tax assessment ratio for the property at 16200 Harlem Avenue from 25% to 10% for a 10 year period, (15% in the 11th year and 20% in the 12th year if the incentive is not renewed). On February 5, 2019, the Village Board approved Ordinance 2019-O-008 designating the area known as 159th and Harlem Avenue as blighted. The subject property is located within the designated blighted area outlined within the ordinance and is therefore eligible to apply for Class 7 incentives. This project meets the goals and objectives established in the Economic Incentive Policy as set forth by the Economic and Commercial Commission and the Village Board of Trustees.

This item was discussed at the Committee of the Whole held prior to this meeting, and the Economic and Commercial Commission recommended approval of this proposal at its December 9, 2019, meeting. **This Resolution is eligible for adoption.**



COMMENTS:

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**ITEM #10**

SUBJECT: CONSIDER ADOPTING RESOLUTION 2019-R-120 APPROVING A MASTER POLE ATTACHMENT AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND CHICAGO SMSA LIMITED PARTNERSHIP (D/B/A VERIZON WIRELESS) - **Trustee Mueller**

ACTION: Discussion: The Master Pole Attachment Agreement was drafted based on the recommendations of the Illinois Municipal League, Village Attorney, and Village Planning staff. The agreement will permit the location of Verizon small cell wireless equipment on the Village's municipally-owned utility poles in compliance with the Illinois Small Wireless Facilities Deployment Act and the Village's design regulations. The Village has previously approved a similar agreement with AT & T. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS:

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**ITEM #11**

SUBJECT: CONSIDER ADOPTING ORDINANCE 2019-O-085 AUTHORIZING THE ACQUISITION OF REAL PROPERTY LOCATED AT 6724 NORTH STREET THROUGH CONDEMNATION OR OTHER MEANS - **Trustee Mueller**

ACTION: Discussion: This Ordinance provides the Village Manager and Village Attorney with explicit authority to acquire the above referenced parcel. To date, negotiations with the property owner have not been successful. An offer has been made or will be made at fair market value. In the event an agreement cannot be reached, the ordinance authorizes the Village Attorney to file a Condemnation Suit to acquire the property as acquisition of the property is necessary for a public purpose and in furtherance of the New Bremen TIF District Redevelopment Project and Plan. **This Ordinance is eligible for adoption.**

COMMENTS:

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**ITEM #12**

SUBJECT: CONSIDER ADOPTING ORDINANCE 2019-O-086 AUTHORIZING THE ACQUISITION OF REAL PROPERTY LOCATED AT 6712 NORTH STREET THROUGH CONDEMNATION OR OTHER MEANS - **Trustee Mueller**

ACTION: Discussion: This Ordinance provides the Village Manager and Village Attorney with explicit authority to acquire the above referenced parcel. To date, negotiations with the property owner have not been successful. An offer has been made or will be made at fair market value. In the event an agreement cannot be reached, the ordinance authorizes the Village Attorney to file a Condemnation Suit to acquire the property as acquisition of the property is necessary for a public purpose and in furtherance of the New Bremen TIF District Redevelopment Project and Plan. **This Ordinance is eligible for adoption.**

COMMENTS: \_\_\_\_\_

**ITEM #13**

SUBJECT: CONSIDER ADOPTING RESOLUTION 2019-R-126 APPROVING THE PURCHASE OF A BACKHOE AND SKID STEER FROM WESTSIDE TRACTOR SALES CO. THROUGH A COOPERATIVE PURCHASING AGREEMENT - **Trustee Glotz**

ACTION: Discussion: After completing research and demonstrations, the Westside Tractor Sales Co. offered the best equipment to suit the needs of the Public Works Department. The purchase price of the backhoe is \$107,506.19. The purchase price of the skid steer is \$57,165.65. Pricing is established under the Sourcewell Cooperative Contract 032515-JDC.

Consider approving the purchase of a backhoe and skid steer from Westside Tractor Sales Co. in the amount of \$164,671.84. This item was discussed at the Public Works Committee Meeting held on December 10, 2019. **This Resolution is eligible for adoption.**

COMMENTS: \_\_\_\_\_

**ITEM #14**

SUBJECT: CONSIDER ADOPTING RESOLUTION 2019-R-127 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND SEWER ASSESSMENT SERVICES LLC FOR SMOKE TESTING SANITARY SEWERS - **Trustee Glotz**

ACTION: Discussion: Upon completion of an RFP process for smoke testing various sanitary sewers in the sections of town considered to be high risk for inflow and infiltration, the following four (4) proposals were received on June 15, 2018:

<u>Contractor:</u>	<u>LocationProposal</u>	<u>Amount</u>
Sewer Assessment Services	Schaumburg, IL	\$71,980
Midwest Water Group	McHenry, IL	\$78,510
Pipe-View	Lafayette, IN	\$80,820
RJN Group	Joliet, IL	\$91,600

The services performed are part of the Village’s ongoing sanitary sewer evaluations as required under the Metropolitan Water Reclamation District (MWRD) Infiltration and Inflow Control Program (IICP). This Contract has provisions for continuation for services for two (2) additional years with a 3% increase. Consider awarding a contract to Sewer Assessment Services in the amount of \$71,980. This item was discussed at the Committee of the Whole held on December 3, 2019. **This Resolution is eligible for adoption.**

COMMENTS:

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**ITEM #15**

SUBJECT: CONSIDER ADOPTING RESOLUTION 2019-R-128 APPROVING A CHANGE ORDER UNDER THE CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND VISU-SEWER FOR POST 7 FORCE MAIN IMPROVEMENTS - **Trustee Glotz**

ACTION: Discussion: The Village awarded a contract to Visu-Sewer in July 2019 for the rehabilitation cure-in-place lining of the Post 7 force main from Post 7 to approximately 167<sup>th</sup> Street and 66<sup>th</sup> Avenue. As work has progressed, field investigations have determined that the route of the force main had been previously relocated from its original design to accommodate later subdivision development. The existing route would require additional work not included in the contract and would adversely affect improvements on private properties. It has been determined that abandoning a segment of the existing sewer main and relocating the pipe will not only be more economical, but provide for more efficient operations after this rehabilitation work is completed. Consider awarding the change order to the original contract with Visu-Sewer in the amount of \$140,251.65. This item was discussed at the Public Works Committee Meeting held on December 10, 2019. **This Resolution is eligible for adoption.**

COMMENTS:

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**ITEM #16**

SUBJECT: CONSIDER ADOPTING RESOLUTION 2019-R-130 AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND MUNICIPAL GIS PARTNERS, INC. - **Trustee Brady**

ACTION: Discussion: The attached documents are the updated executive board agreement and statement of work with the GIS Consortium service provider, Municipal GIS Partners (MGP). The current statement of work would expire on April 30, 2020, to coincide with the Village’s fiscal year. The Village has the right to terminate the agreement upon thirty (30) days written notice to the service provider. Funds for this expenditure were budgeted for a not to exceed amount of: \$208,992.00 and is included in the fiscal year budget. Pursuant to Section 5.2 of the GIS contract, this SOW shall extend the initial term for an additional one (1) year period. This renewal term shall commence on May 1, 2020 and remain in effect until April 30, 2021. In addition, monthly usage reports are provided to the Village Board to confirm utilization of the GIS data by staff and the public. **This Resolution is eligible for adoption.**

COMMENTS:

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**ITEM #17**

SUBJECT: CONSIDER ADOPTING ORDINANCE 2019-0-084 ESTABLISHING A MORATORIUM ON CANNABIS BUSINESS ESTABLISHMENTS - **Trustee Brady**

ACTION: Discussion: On June 25, 2019, Governor Pritzker signed the Cannabis Regulation and Tax Act (CRTA) which legalizes the sale, possession and usage of cannabis for recreational purposes in limited quantities by persons 21 years of age and older, beginning January 1, 2020. The CRTA allows municipalities to decide if they wish to allow adult-use cannabis businesses within their boundaries and enact reasonable zoning regulations for these businesses. The President and Board of Trustees have held multiple public meetings and conducted an online survey to discuss the matter and solicit resident input. However, the President and Board of Trustees believe at this time that more information and resident input is needed prior to allowing the operation of adult-use cannabis businesses in the Village. Village staff will monitor the impact on other communities, and another survey to be mailed to each residence in the Village will be conducted to help increase the level of confidence in making the right decision for the community. This ordinance will place a moratorium on the issuance of any business license to a recreational cannabis retailer or grower until November 1, 2020 or until the Board passes other regulations pertaining to recreational cannabis businesses. **This Ordinance is eligible for adoption.**

COMMENTS:

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**ITEM #18**

SUBJECT: CONSIDER ADOPTING RESOLUTION 2019-R-121 AUTHORIZING THE EXECUTION OF A PARATRANSIT AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND PACE FOR THE “DIAL-A-RIDE” PROGRAM FOR THE PERIOD OF JANUARY 1, 2020 THROUGH DECEMBER 31, 2020 - **President Vandenberg**

ACTION: Discussion: This Resolution would authorize the annual agreement with PACE where it provides approximately 1/4 of the operating cost of the program. The “Dial-A-Ride” program in the Village provides nearly 10,000 rides to its residents annually. The proposed total expense of this year's 2020 budget from PACE is \$79,660, with an estimated PACE subsidy of \$17,448 and an estimated local share of \$54,583. Each year PACE subsidizes approximately \$20,000 of our program and approximately \$10,000 comes from ticket sales, leaving the Village with a net cost of roughly \$54,000. This Resolution was initially discussed at the Committee of the Whole on December 3, 2019 and tabled to the Committee of the Whole on December 17, 2019. **This Resolution is eligible for adoption.**

COMMENTS:

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**ITEM #19**

SUBJECT: CONSIDER ADOPTING ORDINANCE 2019-O-083 AMENDING TITLE XI, CHAPTER 112, SECTION 112.22 OF THE TINLEY PARK MUNICIPAL CODE - ADDITION OF ONE (1) CLASS UV LIQUOR/VIDEO LICENSE (LENNY'S FOOD N FUEL HARLEM AVE, LLC, 19420 HARLEM AVE) - **President Vandenberg**

ACTION: Discussion: The proposed Ordinance would increase the Class UV Liquor/Video Licenses by one (1). The applicant currently operates a full service truck stop at 19420 Harlem Avenue.

Upon approval of this Ordinance, the total number of Class UV liquor/video licenses would be one (1). **This Ordinance is eligible for adoption.**

COMMENTS:

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**ITEM #20**

SUBJECT: CONSIDER ADOPTING RESOLUTION 2019-R-123 PROVIDING FOR AND AUTHORIZING LANDING RIGHTS TO SANTA CLAUS IN THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS - **President Vandenberg**

ACTION: Discussion: This Resolution would allow the necessary approvals for Santa Claus to land in Tinley Park as often as deemed appropriate. **This Resolution is eligible for adoption.**

COMMENTS: \_\_\_\_\_  
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**ITEM #21**

SUBJECT: RECEIVE COMMENTS FROM STAFF -

COMMENTS: \_\_\_\_\_  
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**ITEM #22**

SUBJECT: RECEIVE COMMENTS FROM THE BOARD -

COMMENTS: \_\_\_\_\_  
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**ITEM #23**

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC -

COMMENTS: \_\_\_\_\_  
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**ITEM #24**

SUBJECT: ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- A. 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.
- B. THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY.
- C. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.

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 DECEMBER 3, 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 December 3, 2019. President Pro Tem Glotz called this meeting to order at 9:06 p.m. and led the Board and audience in the Pledge of Allegiance.

President Pro Tem Glotz stated that Trustee Mueller is participating in this meeting electronically by telephone conference call due to employment purposes. Trustee Mueller is prevented from physically attending this meeting due to employment purposes. Trustee Mueller acknowledged his participation via telephone conference call.

Present and responding to roll call were the following:

Village President Pro Tem:	Michael W. Glotz
Village Clerk:	Kristin A. Thirion
Trustees:	Cynthia A. Berg William A. Brennan Diane M. Galante Michael G. Mueller (Via Telephone Conference Call)
Absent:	Jacob C. Vandenberg, Village President William P. Brady, Village Trustee
Also Present:	
Village Manager:	David Niemeyer
Asst. Village Manager:	Patrick Carr
Village Attorney:	Patrick Connelly

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

Motion was made by Trustee Brennan, seconded by Trustee Berg, to adopt and place on file **ORDINANCE 2019-O-077 AMENDING CHAPTER 43 OF THE TINLEY PARK MUNICIPAL CODE – PUBLIC COMMENT**. This ordinance amends the Village's Public Comment policy by clarifying certain rules and procedures pertaining to both special and regular board meetings. President Pro Tem Glotz stated that this item was in its final adoption stage and asked if anyone cared to address the Board. This item was discussed at the Committee of the Whole held prior to this meeting and recommended for approval. A citizen stated his concerns about limiting the citizen's rights to under the first amendment to the constitution and citizens' freedom of speech. He stated a concern about their only being one reading for this item. He also had concerns with the backup of the meeting packets. Village Attorney Connelly stated that this Ordinance puts the Village in compliance with the Illinois Attorney General binding decision limiting what public comment can be at special meetings. Vote on roll call: Ayes: Berg, Brennan, Galante, Mueller. Nays: None. Absent: Vandenberg, Brady. President Pro Tem Glotz declared the motion carried.

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At this time, a motion was made by Trustee Brennan, seconded by Trustee Berg to **CONDUCT A SWEARING IN CEREMONY FOR POLICE OFFICERS TROY WHITE-MEYER AND RONALD FUGGER**. Clerk Thirion swore in Police Officers Troy White-Meyer and Ronald Fugger. Vote on roll call: Ayes: Berg, Brennan, Galante, Mueller. Nays: None. Absent: Vandenberg, Brady. President Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Galante, to approve and place on file the minutes of the Special Village Board Meetings held on November 5, and November 12, 2019. Vote by voice call. President Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Glotz, 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 approving the 2020 regular village board meeting and standing committee meeting schedule.
- B. Consider adopting Resolution 2019-R-117 approving a settlement agreement and release between the Regional Transportation Authority (RTA); County of Cook; Village of Forest View; Village of Tinley Park; Village of Lemont; Village of Orland Park; Elk Grove Village; Village of Melrose Park; Village of Hazel Crest; Village of Northbrook as plaintiffs and the City of Kankakee and related entity MTS Consulting, LLC as defendants relative to Cook County consolidated cases 2011 CH 29744 and 2011 CH 34266 involving the matter of sourcing and reporting of sales taxes.
- C. Consider request from the Harald Viking Lodge #13, 6730 W. 175th Street, to conduct a queen of hearts raffle through December 3, 2020, or until a winner is drawn, with the maximum value of the prize not to exceed \$25,000. Winners will be drawn weekly at the Harald Viking Lodge.
- D. Consider request from St. George Catholic School, 6700 W. 176th Street, to conduct a raffle through May 8, 2020, with the maximum value of the price not to exceed \$19,500. Winners will be drawn at the school on May 8, 2020.
- E. Consider payment of outstanding bills in the amount of \$6,832,122.32 as listed on the vendor board approval reports dated November 8, November 15, November 22, and November 27, 2019.

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

Motion was made by Trustee Glotz, seconded by Trustee Brennan, postpone first reading on **ORDINANCE 2019-O-052 GRANTING CERTAIN VARIATIONS TO PERMIT THE CONSTRUCTION OF A ONE-STORY BUILDING ADDITION ON THE PARK OAKS**

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**Special Meeting of the Board of Trustees - Minutes**

**BUILDING AT 17322 OAK PARK AVENUE (JAMES VROEGH)** until the Village Board meeting to be held on January 7, 2019. Vote by voice call. President Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Berg, to place on first reading **ORDINANCE 2019-O-074 GRANTING TEXT AMENDMENTS TO SECTIONS II.B (DEFINITIONS), SECTION III.U. (SITE PLAN REVIEW), SECTION V.C.4. (ELEVATIONS AND FACADES), SECTION V.C.7 (GENERAL REQUIREMENTS/ALL BUSINESS & COMMERCIAL DISTRICTS) AND SECTION V.C.10 (SITE DEVELOPMENT STANDARDS FOR INDUSTRIAL USES) OF THE ZONING ORDINANCE TO INCORPORATE MASONRY REQUIREMENTS FOR RESIDENTIAL, COMMERCIAL AND INDUSTRIAL USES.** Staff is currently working with a consultant to update the Tinley Park Comprehensive Building Code which will include transferring masonry requirements from the Building Code into the Zoning Ordinance. Staff is proposing that current requirements for brick construction remain intact for residential and commercial districts. However, masonry requirements for industrial districts have been re-evaluated in light of current development trends and increasing masonry building material costs. The proposed amendments reduce the requirement for brick in industrial districts, especially for the larger structures. The proposed amendments also provide for architectural review with established design guidelines as part of site plan review, which will allow for a more consistent review and maintain a standard of quality for the community. These amendments will streamline the review process and result in regulations that support economic development rather than function as an encumbrance to industrial growth. The Plan Commission held a Public Hearing on November 21, 2019, and unanimously recommended the proposed text amendments for approval to the Village Board. President Pro-Tem asked if anyone from the Board or Public cared to comment. No one came forward. Vote by voice call. President Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Berg, to adopt and place on file **ORDINANCE 2019-O-075 AMENDING ORDINANCE 91-O-083 (NORTH CREEK BUSINESS PARK PUD) TO PERMIT AN "AUTOMOBILE SERVICE (GAS) STATION WITH A CONVENIENCE STORE AS A PERMITTED USE ON LOT 1 OF THE NORTH CREEK FOOD N FUEL RESUBDIVISION"**. Leonard McEnery on behalf of Lenny's Food N Fuel 183<sup>rd</sup> Street, LLC, is seeking an amendment to the existing North Creek Business Park Planned Unit Development ordinance. The amendment would permit a gas station and convenience store as a permitted use on the lot proposed to be resubdivided for a Food N Fuel at 7451 183<sup>rd</sup> Street. The Plan Commission held a Public Hearing on November 21, 2019, and voted 6-0 to recommend approval of the amendment to Ordinance 91-O-083. President Pro Tem Glotz 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, Brennan, Galante, Mueller. Nays: None. Absent: Vandenberg, Brady. President Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Berg, to adopt and place on file **ORDINANCE 2019-O-076 GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION FROM THE NORTH CREEK BUSINESS PARK PLANNED UNIT DEVELOPMENT WITH EXCEPTIONS FROM THE ZONING ORDINANCE TO PERMIT THE CONSTRUCTION OF A FOOD N FUEL AUTOMOBILE SERVICE STATION AND CONVENIENCE STORE AT 7451 183<sup>RD</sup> STREET.** Leonard McEnery on behalf of Lenny's Food N Fuel 183<sup>rd</sup> Street, LLC (contract purchaser), is seeking Special Use Permit for a Substantial Deviation from the North Creek Business Park Planned Unit Development to construct a gas station and convenience store at 7451 183<sup>rd</sup> Street in the ORI PD (Office & Restricted Industrial, North Creek Business Park PUD) Zoning District. The

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proposed gas station site includes 18 vehicle fueling stations, 3 large truck fueling stations, and a 9,100 sq. ft. convenience store building. The convenience store building includes space for a Dunkin' Donuts with a drive thru and a second food service vendor to be determined later. The Plan Commission held a Public Hearing on November 21, 2019, and voted 6-0 to recommend approval of the Special Use with recommended conditions in accordance with the plans as listed in the "Listed Reviewed Plans" and Findings of Fact in the November 21, 2019, Staff Report. President Pro Tem Glotz 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, Brennan, Galante, Mueller. Nays: None. Absent: Vandenberg, Brady. President Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Berg, to adopt and place on file **RESOLUTION 2019-R-119 APPROVING AND ACCEPTING A FINAL PLAT OF RESUBDIVISION FOR THE NORTH CREEK FOOD N FUEL LOCATED AT 7451 183RD STREET.** Leonard McEnery on behalf of Lenny's Food N Fuel 183<sup>rd</sup> Street, LLC (contract purchaser), has requested Final Plat approval for the North Creek Food N Fuel Resubdivision associated with the proposed Food N fuel gas station and convenience store at 7451 183rd Street. The Plat will consolidate 2 parcels along 183rd Street and 178.27 sq. ft. from the vacant lot to the south, resulting in a single 3-acre parcel. The Plat also includes all existing utility easements, cross-access easements to neighboring properties, and a sidewalk easement for installation of a public sidewalk on a portion of the property. The Plan Commission reviewed the Final Plat of Resubdivision on November 21, 2019, and voted 6-0 to recommend approval. President Pro Tem Glotz 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, Brennan, Galante, Mueller. Nays: None. Absent: Vandenberg, Brady. President Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Glotz, to adopt and place on file **ORDINANCE 2019-O-080 AMENDING CHAPTER 39 OF THE TINLEY PARK MUNICIPAL CODE – ETHICS.** This ordinance amends the Village's Ethics Ordinance specifically pertaining to yearly disclosure requirements. The disclosure requirements have long been confusing to officials and employees. This amendment streamlines the disclosure process and aligns the disclosure forms and process with most other municipalities. President Pro Tem Glotz stated that this item was in its final adoption stage and asked if anyone cared to address the Board. Trustee Glotz thanked the Manager and Assistant Manager for their work on this amendment and stated is concerns about ethics complaints against staff. Vote on roll call: Ayes: Berg, Brennan, Galante, Mueller. Nays: None. Absent: Vandenberg, Brady. President Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Berg, seconded by Trustee Brennan, to postpone this **RESOLUTION 2019-R-121 AUTHORIZING THE EXECUTION OF A PARATRANSIT AGREEMENT – PACE** until the December 17, 2019, Village Board meeting. Vote by voice call. President Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Glotz, seconded by Trustee Berg, to adopt and place on file **ORDINANCE 2019-O-079 AMENDING ORDINANCE 2009-O-002 ESTABLISHING CRITERIA FOR THE DETERMINATION OF A RESPONSIBLE BIDDER FOR THE VILLAGE PUBLIC WORKS PROJECTS.** Staff has reviewed the Responsible Bidder's Ordinance, which is part of our Purchasing Policy, and has some verbiage suggestions for the attached version. There have been a few changes since this was presented to the Public Works Committee on November 12, 2019. The final version will include same additional changes to comply with State law. President Pro Tem Glotz stated that this item was in its

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**Special Meeting of the Board of Trustees - Minutes**

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

Motion was made by Trustee Brennan, seconded by Trustee Glotz, to adopt and place on file **RESOLUTION 2019-R-118 APPROVING THE UPDATE OF THE COOK COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**. Beginning in 2011, the Tinley Park Emergency Management department, under the direction of Cook County Emergency Management, began the planning and development for a Cook County Multi-Jurisdictional All Hazards Mitigation Plan (HMP). The initial plan was completed and adopted in 2014. The updated plan is designed to prepare for and reduce the impacts of specified natural hazards. The plan also allows for the pooling of regional resources and creation of a uniform regional hazard mitigation strategy. Completion and adoption of the HMP will allow all participating agencies, jurisdictions and partners to receive grant funds through the Hazard Mitigation Grant Program administered by the Federal Emergency Management Agency (FEMA). This item was discussed at the December 3, 2019, Committee of the Whole meeting. President Pro Tem Glotz 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, Brennan, Galante, Mueller. Nays: None. Absent: Vandenberg, Brady. President Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Glotz, to adopt and place on file **RESOLUTION 2019-R-116 APPROVING A SUB-AWARD AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE COUNTY OF COOK - EMERGENCY MANAGEMENT AND REGIONAL SECURITY (ALPR TECHNOLOGY SYSTEM PROJECT)**. In April of 2019, the Tinley Park Emergency Management Agency applied for an Urban Area Security Initiative (UASI) grant through Cook County Emergency Management and administered by the State of Illinois Emergency Management Agency (IEMA). The grant program is designed to assist high-threat, high density Urban Areas in their efforts to build, sustain, and deliver the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. In July, the Village was notified of the award in the amount of \$223,000 with a Village match of \$20,000 for the ALPR (automatic license plate recognition) Technology System Project. This item was discussed and recommended for board approval at the Committee of the Whole meeting on December 3, 2019. President Pro Tem Glotz 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, Brennan, Galante, Mueller. Nays: None. Absent: Vandenberg, Brady. President Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Galante, seconded by Trustee Berg, to adopt and place on file **ORDINANCE 2019-O-064 LEVYING TAXES FOR CORPORATE PURPOSES FOR THE VILLAGE OF TINLEY PARK 2019 TAX LEVY YEAR**. The property tax levy request for 2019 will be set at \$27,570,532. This amount represents a 2.9% increase over the previous year's requested tax levy dollars. This levy amount is net of the abatements for debt service considered in Ordinances 2019-O-065 through 2019-O-067 in a total amount of \$1,901,420. If these funds were not abated, the total required levy would be \$29,471,952 and would represent an increase of 7%. The Village of Tinley Park portion of the levy amounts to \$21,566,852. The Tinley Park Public Library portion of the levy amounts to \$6,003,680. Since the overall levy increase is less than 5% of the prior year's extended levy, publication of a Truth in Taxation notice (Black Box) and Public Hearing are not required. The amount of the levy was reviewed and determined at the Committee of the Whole meeting held on November 5, 2019. The Library Levy request was approved at the Library Board meeting held on November 11, 2019. President Pro Tem Glotz stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one



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came forward. Vote on roll call: Ayes: Berg, Brennan, Galante, Mueller. Nays: None. Absent: Vandenberg, Brady. President Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Galante, seconded by Trustee Brennan, to adopt and place on file **ORDINANCE 2019-O-065 ABATING A PORTION OF THE 2019 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED MARCH 3, 2009 IN CONNECTION WITH THE ISSUANCE OF \$10,235,000 GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2009, OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS.** Discussion: The 2019 tax levy for this bond issue is established at \$1,180,495 and the Village is in a position to abate \$785,870 of this levy from the following sources and amounts:

Water and Sewer Revenue Fund	\$385,297.80
Tax/Bond Stabilization Fund	\$297,672.20
Surtax Capital Projects Fund	\$102,900.00

The net levy for this bond issue will be \$350,000. The tax levy and related items were discussed at the Committee of the Whole meeting held on November 5, 2019. President Pro Tem Glotz 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, Brennan, Galante, Mueller. Nays: None. Absent: Vandenberg, Brady. President Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Galante, seconded by Trustee Brennan, to adopt and place on file **ORDINANCE 2019-O-066 ABATING A PORTION OF THE 2019 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED AUGUST 16, 2011, IN CONNECTION WITH THE ISSUANCE OF \$5,940,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011, OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS (LIBRARY).** The 2019 tax levy for this bond issue is established at \$685,200, and the Village is in a position to abate \$150,000 of this levy from the Village's Surtax Capital Projects Fund. The net levy will be \$535,200 for this bond issue. This debt service item appears as part of the levy for the Tinley Park Public Library. The tax levy and related items were discussed at the Committee of the Whole meeting held on November 5, 2019. President Pro Tem Glotz 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, Brennan, Galante, Mueller. Nays: None. Absent: Vandenberg, Brady. President Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Galante, seconded by Trustee Berg, to adopt and place on file **ORDINANCE 2019-O-067 ABATING ALL OF THE 2019 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED JUNE 5, 2013, IN CONNECTION WITH THE ISSUANCE OF \$11,340,000 GENERAL OBLIGATION BONDS, SERIES 2013, OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS.** The 2019 tax levy requirement for this bond issue is established at \$965,850 and the Village is in a position to abate the entire amount of this levy from the following sources and amounts:

Hotel/Motel Tax Fund/Oak Park Avenue TIF	\$386,340.00
Surtax Capital Projects Fund	\$413,905.38
Water & Sewer Fund	\$137,971.67
Stormwater Management Fund	\$17,257.73
Main Street South TIF	\$10,373.22

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**Special Meeting of the Board of Trustees - Minutes**

The tax levy and related items were discussed at the Committee of the Whole meeting held on November 5, 2019. President Pro Tem Glotz 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, Brennan, Galante, Mueller. Nays: None. Absent: Vandenberg, Brady. President Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Galante, seconded by Trustee Berg, to adopt and place on file **ORDINANCE 2019-O-068 ABATING A PORTION OF THE VILLAGE OF TINLEY PARK TAX YEAR 2019 PROPERTY TAXES EXTENDED FOR 8451 183RD PLACE, TINLEY PARK, WILL COUNTY, ILLINOIS (SURFACE SHIELDS, INC. INDUCEMENT AGREEMENT)**. In July 2017, the Village Board approved Resolution 2017-R-039 adopting an inducement agreement with Surface Shields, Inc. to locate its manufacturing facility in Tinley Park. Under this agreement, provided that the Company met or exceeded certain benchmarks, the Village would abate 50% of the property taxes extended for the Village of Tinley Park for a period of 4 years. The Company has met the requirements of the inducement agreement and is eligible for a tax abatement as provided under the agreement. This Ordinance represents the second year of abatements under the inducement agreement. This Ordinance will direct the Will County Clerk to abate 50% of the property taxes extended against this property. The tax levy and related items were discussed at the Committee of the Whole meeting held on November 5, 2019. President Pro Tem Glotz 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, Brennan, Galante, Mueller. Nays: None. Absent: Vandenberg, Brady. President Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Galante, seconded by Trustee Brady, to adopt and place on file **ORDINANCE 2019-O-069 ABATING A PORTION OF THE TAX YEAR 2019 VILLAGE OF TINLEY PARK PROPERTY TAXES EXTENDED FOR 18501 CONVENTION CENTER DRIVE, TINLEY PARK, WILL COUNTY, ILLINOIS (DEVELOPMENT INCENTIVE AGREEMENT FOR THE TINLEY PARK HOTEL AND CONVENTION CENTER)**. In July 2017, the Village of Tinley Park entered into agreements with Elementary School District 159, Rich Township High School District 227, and The Harp Group, Inc. related to the hotel property located at 18501 Convention Center Drive and attached to the Village's Convention Center facility. The Harp Group purchased the hotel property and requested assistance with regard to the significant property tax bill for this location. Under these agreements, the 3 governments (Village, 159 and 227) will abate 50% of the respective government's property taxes extended for the property for a period of 10 years, or a cumulative and collective \$4 million in abatements, whichever comes first. This Ordinance represents the second year of abatement, and a copy of the Ordinance will be filed with the Cook County Clerk. The 2 school districts will provide similar direction for their respective abatements to the Cook County Clerk. The tax levy and related items were discussed at the Committee of the Whole meeting held on November 5, 2019. President Pro Tem Glotz 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, Brennan, Galante, Mueller. Nays: None. Absent: Vandenberg, Brady. President Pro Tem Glotz declared the motion carried.

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

Village Manager David Neimeyer stated that last week the Village Board sent a letter to the United States and Illinois Environmental Protection Agencies in regards to the environmental issues at the Tinley Park Mental Health Center site. The letter asked both agencies to address the issues at the site regarding the abandonment and disregard of the property by the State. The letter asked that the site be immediately secured with a fence and locked gate, the overgrowth be removed, the asbestos be contained, and the



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**Special Meeting of the Board of Trustees - Minutes**

hazardous material be removed. The letter also asked these agencies to investigate and remediate the site. Mr. Neimeyer reported that he has received a call from the deputy director of the Illinois Environmental Protection Agency stating that they are awaiting permission to get access from the Illinois Department of Central Management to investigation the site. They would then like to meet with the Village once the investigation is completed.

Marketing Director Donna Framke announce that the Holiday Happening will be taking place this weekend, December 6 through December 8 at the Oak Park Avenue Train Station. The event will begin with the Community Tree Lighting Ceremony at 6:15 p.m., and a community sign-along beginning at 5:30 p.m. on December 6. Events will run throughout the weekend ending with the Parade of Lights on December 8, at 5:00 p.m. along Oak Park Avenue.

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

President Pro-Tem Glotz stated that he feels the red-light cameras are burdensome for residents. He stated that over the past twelve months 21% of the revenue generated from these cameras have been by residents of the Tinley Park who have been ticketed. He would like to see the red-light camera program eliminated. He directed the Village Attorney to review the cancellation of the contract with Safe Speed for the red-light camera program and bring it to committee in January of 2020. He stated that the cameras were supposed to benefit the safety of the Village, but he feels the benefit is minuscule. Elimination of this program would also free up staff time by doing away with the task of determining if there is a violation. He did note that the Village is looking into a number of ideas to replace the loss of revenue if this program is eliminated. Clerk Thirion, and Trustees Brennan, Mueller, Berg and Galante concurred with President Pro-Tem Glotz. Chief Walsh stated he would support the Boards decision to eliminate the red camera program.

Trustee Brennan thanked the Police, Fire and Emergency Management teams for their help. His family had a medical emergency and they were a great help.

Trustee Mueller congratulated the Lincoln-Way East Football Team for winning the State Illinois High School Association Class 8A Football Champions.

At this time, President Pro Tem Glotz asked if anyone from the Public would care to address the Board. No one came forward.

Motion was made by Trustee Glotz, seconded by Trustee Berg, at 10:01 p.m. to adjourn to Executive Session to discuss the following:

- B. LITIGATION, WHEN AN ACTION AGAINST, AFFECTING OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE TRIBUNAL, OR WHEN THE PUBLIC BODY FINDS THAT AN ACTION IS PROBABLE OR IMMINENT, IN WHICH CASE THE BASIS FOR THE FINDING SHALL BE RECORDED AND ENTERED INTO THE MINUTES OF THE CLOSED MEETING.
- C. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING

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Special Meeting of the Board of Trustees - Minutes

TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.

- D. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.
- E. THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY.
- F. 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.
- G. 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.

Vote on roll call: Ayes: Berg, Brennan, Galante, Mueller. Nays: None. Absent: Vandenberg, Brady. President Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Berg, seconded by Trustee Brennan, to adjourn the Executive Session and reconvene the special Board meeting. Vote by voice call. President Pro Tem Glotz declared the motion carried and reconvened the special Board meeting at 11:30 p.m.

Motion was made by Trustee Glotz, seconded by Trustee Berg, to adjourn the special Board meeting. Vote by voice call. President Pro Tem Glotz declared the motion carried and adjourned the special Board meeting at 11:30 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

RECEIVE PRESENTATION  
AND A DONATION CHECK  
FROM ENTERPRISE TE  
PRODUCTS

**Trustee Brennan**

CONSIDER THE  
APPOINTMENT OF  
KERRY SCHMIDT TO THE  
POSITION OF PUBLIC  
WORKS SENIOR  
CUSTODIAN

Trustee Glotz



# Interoffice Memo

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**Date:** December 3, 2019

**To:** David Niemeyer – Village Manager  
Brad Bettenhausen – Village Treasurer  
Kevin Workowski, Public Works Director

**From:** Colby Zemaitis, PE, CFM – Village Engineer

**Subject:** Documentation Report No. 55 for Motor Fuel Tax Funds

Prepared for December 10, 2019 Public Works Committee Meeting and December 17, 2019 Village Board Meeting for consideration and possible action:

Description: The Village received a copy of Documentation Review No. 55 covering the receipt and disbursement of the Village's MFT funds from May 1, 2015 through April 30, 2019.

This report is being presented to the Village Board to confirm that IDOT reviewed and approved that our funds have been utilized, documented and disbursed properly. With approval from the Board, this will now be filed as a permanent record.

Attached is a summary of the MFT funding balance and disbursement breakdowns.

Staff Direction Request:

1. Confirm review and approval of disbursement of MFT funds by the Village from May 1, 2015 through April 30, 2019.
2. Direct Staff as necessary.

Attachments

1. IDOT Cover Letter
2. Documentation Reviewer's Certificate
3. Reviewer's Comments
4. Fund Balance and Bank Reconciliation
5. Summary of MFT Fund Transactions



## Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1  
201 West Center Court / Schaumburg, Illinois 60196-1096

### LOCAL ROADS AND STREETS

Motor Fuel Tax – Documentation Review  
Village of Tinley Park  
Cook County

October 17, 2019

VIA CERTIFIED MAIL

Mr. Patrick E. Rea  
Village Clerk  
Village of Tinley Park  
16250 South Oak Park Avenue  
Tinley Park, IL 60477

Dear Mr. Rea:

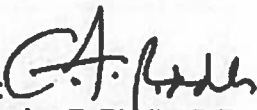
Enclosed is a copy of Documentation Review No. 55 covering the receipt and disbursement of Motor Fuel Tax (MFT) Funds by the Village for the period beginning May 1, 2015 and ending April 30, 2019.

This report should be presented to the Village President and Board of Trustees at the first regular meeting after receipt of this letter and filed as a permanent record.

If you have any questions or need additional information, please contact Kevin D. Stallworth, Field Engineer, at (847) 705-4169 or via email at [Kevin.Stallworth@illinois.gov](mailto:Kevin.Stallworth@illinois.gov).

Very truly yours,

Anthony J. Quigley, P.E.  
Region One Engineer

By:   
Charles F. Riddle, P.E.  
Bureau Chief of Local Roads and Streets

Enclosure



**Documentation Review Cover Sheet**

<b>Agency:</b> VILLAGE OF TINLEY PARK	
<b>Documentation Review for:</b> <input checked="" type="checkbox"/> Motor Fuel Tax <input type="checkbox"/> Township Bridge <input type="checkbox"/> Special Assessment <input type="checkbox"/> G.O. Bond Issue <input type="checkbox"/> MFT Fund Bond Issue	<b>Documentation Review Year(s):</b> May 2018 - April 2019
	<b>Documentation Review Number:</b> 55
	<b>Date:</b> October 17, 2019





**Documentation Reviewer's Certificate**

**VILLAGE OF TINLEY PARK**

**Documentation Review No. 55**

We hereby certify that we have reviewed the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Fund of the Village of TINLEY PARK for the period beginning May 1, 2015 and ending April 30, 2019, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the documentation review findings.

*Ann R. Wilson*  
 Reviewer

REVIEWED AND APPROVED BY

*C. J. Ford*  
 District Local Roads and Streets Engineer

Date: 10-30-19



Reviewer's Comments

VILLAGE OF TINLEY PARK

Documentation Review Report No. 55

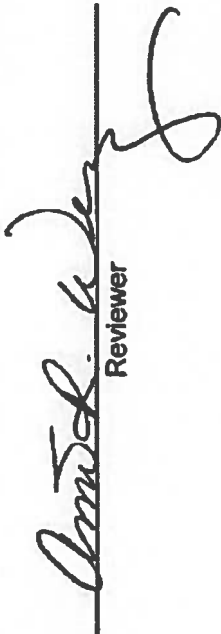
Documentation Review Period: May 1, 2015 to April 30, 2019

Purpose of Documentation Review: To determine the status of Motor Fuel Tax Funds as of Dec. 31, 2019

The other receipts to the Motor Fuel Tax Fund were \$1,103,755.20 received as follows:

Interest Jan 2014 - April 2019	84,057.98
15-00000-00-GM Contribution	920,965.73
18-00000-00-GM Contribution	43,018.00
Misc. Deposits	55,713.49

Total received: \$1,103,755.20

SIGNED  Reviewer



**Fund Balance and Bank Reconciliation**

VILLAGE OF TINLEY PARK

Documentation Review Report No. 55

Documentation Review Period May 1, 2015 - April 30, 2019

Date: October 17, 2019

Fund Balance	Unobligated	Obligated	Total	Outstanding Warrants
Balance Previous Documentation Review	(3,205,630.69)	6,120,063.68	2,914,432.99	
Allotments	6,011,848.36	0.00	6,011,848.36	
Total MFT Funds	2,806,217.67	6,120,063.68	8,926,281.35	
Approved Authorizations	(7,329,803.47)	7,329,803.47	0.00	
Other Receipts		1,103,755.20	1,103,755.20	
Total	(4,523,585.80)	14,553,622.35	10,030,036.55	
Disbursements		7,062,539.71	7,062,539.71	
Surplus (Credits)	7,256,087.97	(7,256,087.97)	0.00	
Unexpended Balance	2,732,502.17	234,994.67	2,967,496.84	
<b>Bank Reconciliation</b>				
Balance in Fund April 30, 2019				
Deduct Outstanding Warrants			2,967,496.84	
Add Outstanding investments				
Additions			0.00	
Subtraction's				
Net Balance in Account Dec. 31, 2019			2,967,496.84	

Certified Correct

Reviewer



**Summary of Motor Fuel Tax Fund Transactions  
By Sections and Categories**

VILLAGE OF TINLEY PARK      Documentation Review Period: May 1, 2015 - April 30, 2019      Documentation Review Report No. 55

Section	Balance	Prev. Review	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Disbursements	Surplus to Unobligated Balance (Credits)	Unexpended Balance	Prev. Accumulated Disbursements	Total Accumulated Disbursements
<b>CONSTRUCTION PROJECTS</b>											
<b>05-00102-00-TP</b>											
CONSTRUCTION	4,168.71			(4,168.71)		0.00			0.00	124,603.59	128,772.30
ENGINEERING	0.00					0.00			0.00	0.00	0.00
<b>11-00112-00-R8</b>											
CONSTRUCTION	0.01			(0.01)		0.00			0.00	(0.01)	0.00
ENGINEERING	0.00					0.00			0.00	0.00	0.00
<b>13-00115-00-R8</b>											
CONSTRUCTION	0.00					0.00			0.00	0.00	0.00
ENGINEERING	(95,313.88)			95,313.88		0.00			0.00	95,313.88	0.00
<b>13-00116-00-R8</b>											
CONSTRUCTION	0.00					0.00			0.00	0.00	0.00
ENGINEERING	(20,800.00)			20,800.00		0.00			0.00	20,800.00	0.00
<b>CONSTRUCTION</b>											
CONSTRUCTION						0.00			0.00		0.00
ENGINEERING						0.00			0.00		0.00
<b>CONSTRUCTION</b>											
CONSTRUCTION						0.00			0.00		0.00
ENGINEERING						0.00			0.00		0.00
<b>TOTALS</b>											
			0.00	111,945.16	0.00	0.00	0.00	0.00	0.00	240,717.46	128,772.30



**Summary of Motor Fuel Tax Fund Transactions  
By Sections and Categories**

VILLAGE OF TINLEY PARK      Documentation Review Period: May 1, 2015 - April 30, 2019      Documentation Review Report No. 55

Section	Balance Prev. Review	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Disbursements	Surplus to Unobligated Balance (Credits)	Unexpended Balance	Prev. Accumulated Disbursements	Total Accumulated Disbursements
<b>MAINTENANCE PROGRAMS</b>										
<b>02-00000-00-GM</b>										
MAINTENANCE	280,657.09				280,657.09		280,657.09	0.00	1,376,742.91	1,376,742.91
MAINT. ENG	0.00				0.00			0.00	133,592.00	133,592.00
<b>04-00000-00-GM</b>										
MAINTENANCE	151,969.30				151,969.30		151,969.30	0.00	1,350,888.20	1,350,888.20
MAINT. ENG	0.00				0.00			0.00	135,255.38	135,255.38
<b>07-00000-00-GM</b>										
MAINTENANCE	1,099,369.12				1,099,369.12		1,099,369.12	0.00	1,605,472.88	1,605,472.88
MAINT. ENG	(88,997.11)	88,997.11			0.00			0.00	182,155.11	182,155.11
<b>08-00000-00-GM</b>										
MAINTENANCE	1,272,809.45				1,272,809.45		1,272,809.45	0.00	1,688,037.70	1,688,037.70
MAINT. ENG	118,611.61				118,611.61		118,611.61	0.00	169,634.67	169,634.67
<b>09-00000-00-GM</b>										
MAINTENANCE	0.00		427,874.61		427,874.61		427,874.61	0.00	1,546,082.00	1,118,217.39
MAINT. ENG	0.00	15,550.97	(15,550.97)		0.00			0.00	153,878.74	169,428.71
<b>10-00000-00-GM</b>										
MAINTENANCE	237,327.18				237,327.18		237,327.18	0.00	912,672.82	912,672.82
MAINT. ENG	15,984.64				15,984.64		15,984.64	0.00	109,285.38	109,285.38
<b>11-00000-00-GM</b>										
MAINTENANCE	987,681.26				987,681.26		987,681.26	0.00	1,557,827.94	1,557,827.94
MAINT. ENG	40,617.88				40,617.88		40,617.88	0.00	229,933.04	229,933.04
<b>TOTALS</b>	<b>4,118,010.42</b>	<b>102,548.08</b>	<b>412,323.64</b>	<b>0.00</b>	<b>4,632,882.14</b>	<b>0.00</b>	<b>4,632,882.14</b>	<b>0.00</b>	<b>11,151,448.75</b>	<b>10,739,125.11</b>



**Summary of Motor Fuel Tax Fund Transactions  
By Sections and Categories**

VILLAGE OF TINLEY PARK

Documentation Review Period: May 1, 2015 - April 30, 2019

Documentation Review Report No 55

Section	Balance	Prev. Review	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Disbursements	Surplus to Unobligated Balance (Credits)	Unexpended Balance	Prev. Accumulated Disbursements	Total Accumulated Disbursements
<b>MAINTENANCE PROGRAMS</b>											
<b>12-00000-00-GM</b>											
MAINTENANCE	1,230,444.74					1,230,444.74		1,230,444.74	0.00	1,439,791.01	1,439,791.01
MAINT. ENG	(424.15)	424.15				0.00			0.00	283,697.01	283,697.01
<b>13-00000-00-GM</b>											
MAINTENANCE	(1,439,272.02)	1,439,272.02		(455.00)		0.00			0.00	1,439,272.02	1,439,272.02
MAINT. ENG	(223,235.65)	223,235.65				0.00			0.00	223,235.65	223,235.65
<b>14-00000-00-GM</b>											
MAINTENANCE	993,490.56					993,490.56		993,490.56	0.00	1,406,509.44	1,406,509.44
MAINT. ENG	7,528.10					7,528.10		7,528.10	0.00	259,721.90	259,721.90
<b>15-00000-00-GM</b>											
MAINTENANCE	1,356,999.00		62,538.04		920,965.73	2,340,502.77	2,340,502.77		0.00	0.00	1,419,537.04
MAINT. ENG	332,405.00					332,405.00	280,482.98	51,942.04	0.00	0.00	280,482.98
<b>16-00000-00-GM</b>											
MAINTENANCE	0.00		1,400,000.00			1,400,000.00	1,400,000.00		0.00	0.00	1,400,000.00
MAINT. ENG	0.00		100,000.00			100,000.00	58,000.00		42,000.00	0.00	58,000.00
<b>17-00000-00-GM</b>											
MAINTENANCE	0.00		1,400,000.00			1,400,000.00	1,400,000.00		(0.00)	0.00	1,400,000.00
MAINT. ENG	0.00		100,000.00			100,000.00	100,000.00		0.00	0.00	100,000.00
<b>18-00000-00-GM</b>											
MAINTENANCE	0.00		1,400,000.00		43,018.00	1,443,018.00	1,383,573.98		59,444.02	0.00	1,340,555.98
MAINT. ENG	0.00		100,000.00			100,000.00	100,000.00		0.00	0.00	100,000.00
<b>TOTALS</b>	<b>2,257,835.58</b>	<b>6,225,824.88</b>	<b>6,225,824.88</b>	<b>(455.00)</b>	<b>963,983.73</b>	<b>9,447,399.17</b>	<b>7,082,539.71</b>	<b>2,283,405.44</b>	<b>101,444.02</b>	<b>5,052,227.03</b>	<b>11,151,238.01</b>



Summary of Motor Fuel Tax Fund Transactions  
By Sections and Categories

VILLAGE OF TINLEY PARK      Documentation Review Period: January 1, 2015 - December 31, 2019      Documentation Review Report No 55

Section	Balance	Prev. Review	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Disbursements	Surplus to Unobligated Balance (Credit)	Unexpended Balance	Prev. Accumulated Disbursements	Total Accumulated Disbursements
<b>EARNED INTEREST</b>											
06-00000-00-AC	96,522.98					96,522.98		96,522.98	0.00		
07-00000-00-AC	47,078.75					47,078.75		47,078.75	0.00		
08-00000-00-AC	110,950.47					110,950.47		110,950.47	0.00		
08-00000-00-AC	39,061.89					39,061.89		39,061.89	0.00		
10-00000-00-AC	25,288.31					25,288.31		25,288.31	0.00		
11-00000-00-AC	26,179.29					26,179.29		26,179.29	0.00		
12-00000-00-AC	13,164.30					13,164.30		13,164.30	0.00		
13-00000-00-AC	6,842.71					6,842.71		6,842.71	0.00		
14-00000-00-AC	9,928.69					9,928.69		9,928.69	0.00		
15-00000-00-AC	8,796.16				8,642.88	17,349.04		17,349.04	17,349.04		
16-00000-00-AC	0.00				13,927.17	13,927.17		13,927.17	13,927.17		
17-00000-00-AC	0.00				24,966.88	24,966.88		24,966.88	24,966.88		
18-00000-00-AC	0.00				38,521.05	38,521.05		38,521.05	38,521.05		
<b>OTHER CATEGORY</b>											
09-00000-01-AA	0.00		443,425.58	(443,425.58)		0.00		0.00	0.00		
13-00000-01-AA	(497,658.71)		557,904.95	(60,246.24)		(0.00)		(0.00)	(0.00)		
13-00000-02-AA	(30,000.00)			30,000.00		0.00		0.00	0.00		
15-00000-01-AC					435.00	435.00		435.00	435.00		
16-00000-01-AC					55,278.49	5,136.51		5,136.51	5,136.51		
<b>TOTALS</b>	<b>(143,837.16)</b>		<b>1,001,390.53</b>	<b>(523,613.60)</b>	<b>139,771.47</b>	<b>473,351.04</b>	<b>0.00</b>	<b>339,800.39</b>	<b>133,550.65</b>	<b>0.00</b>	<b>0.00</b>



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

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**RESOLUTION**  
**NO. 2019-R-124**

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**A RESOLUTION FINDING THAT THE NEED FOR CONFIDENTIALITY  
STILL EXISTS AS TO EXECUTIVE SESSION MINUTES**

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**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

**RESOLUTION NO. 2019-R-124**

**A RESOLUTION FINDING THAT THE NEED FOR CONFIDENTIALITY  
STILL EXISTS AS TO 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 as the minutes identified in Exhibit 1 attached hereto and made apart hereof; and

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, 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 need for confidentiality still exists as to the closed session minutes or portions thereof expressly identified in Exhibit 1.

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 17<sup>th</sup> day of December, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 17<sup>th</sup> day of December, 2019.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2018-R-107, “**A RESOLUTION FINDING THAT THE NEED FOR CONFIDENTIALITY STILL EXISTS AS TO EXECUTIVE SESSION MINUTES,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 18, 2018.

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

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

# **EXHIBIT 1**

## **EXECUTIVE SESSION MINUTES LISTING**

**EXECUTIVE SESSION  
MINUTES - UNRELEASED**

MEETING DATE
November 12, 2019 (Spec)
November 5, 2019 (Spec)
November 5, 2019 (COW)
October 15, 2019 (Spec)
October 8, 2019 (COW)
October 1, 2019 (Spec)
Septemer 17, 2019 (Spec)
September 3, 2019 (Spec)
August 20, 2019 (Spec)
August 6, 2019 (Spec)
July 16,2019
July 2, 2019
June 18, 2019
June 4, 2019
May 21, 2019
May 7, 2019
April 16, 2019
April 10, 2019
March 5, 2019
February 19, 2019
February 5, 2019
January 15, 2019
December 18, 2018
December 4, 2018
November 20, 2018 (COW)
November 6, 2018
October 16, 2018
October 2, 2018
September 18, 2018
August 21, 2018
August 14, 2018 (Sp COW)
July 24, 2018 (Sp COW)
July 17, 2018 (6:30 pm)
June 19, 2018
June 12, 2018
June 5, 2018
May 15, 2018
May 1, 2018
April 17, 2018
April 3, 2018
March 20, 2018
March 6, 2018

February 20, 2018
February 6, 2018
January 16,2018
December 19, 2017
December 12, 2017 COW
November 21, 2017
November 7, 2017 (7:30 pm)
November 7, 2017 (6:00pm)
October 17, 2017
October 03, 2017 (5:30pm)
October 10, 2017 (7:30pm)
September 19, 2017
September 5, 2017
August 15, 2017
August 8, 2017
June 20, 2017 (7:00pm)
June 20, 2017 (7:30pm)
June 6, 2017
May 9, 2017
May 2, 2017
April 11, 2017
March 21, 2017
March 14, 2017
March 7, 2017
February 21, 2017
February 14, 2017
February 7, 2017 (7:30pm)
February 6, 2017
January 17, 2017
January 3, 2017
December 20, 2016
December 6, 2016
Novmeber 15, 2016
November 8, 2016
November 1, 2016
October 4, 2016
September 13, 2016
August 2, 2016
July 19, 2016
June 21, 2016
June 7, 2016
May 17, 2016
April 12, 2016
March 22, 2016

March 15, 2016
March 1, 2016
February 16, 2016
February 2, 2016
January 19, 2016
Novemeber 17, 2015
October 6, 2015
September 22, 2015
September 15, 2015 (5:11pm)
September 15, 2015 (9:03pm)
September 8, 2015
September 1, 2015
July 14, 2015
June 23, 2015
May 12, 2015
January 20, 2015
January 6, 2015
November 4, 2014
October 21, 2014
September 9, 2014
September 2, 2014
June 17, 2014
March 15, 2014
March 4, 2014
February 4, 2014
July 2, 2013
April 22, 2013
April 24, 2001
March 6, 2001
January 18, 2000

**Interoffice****Memo**

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**Date:** December 13, 2019

**To:** John Urbanski, Assistant Public Works Director

**From:** David Niemeyer, Village Manager

**Subject:** Illinois Department of Transportation (IDOT) Resolution for the years 2020-2021

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Presented for December 10, 2019 PW Committee and December 17, 2019 Board Meeting discussion and action.

Public Works seeks approval of a Resolution for the years 2020-2021 with the Illinois Department of Transportation (IDOT). This Resolution permits standards for work performed in the State right of way. This will allow Public Works to be able to work on water main, sanitary sewers, street lighting and repairs in the State right of ways in order to maintain assets and infrastructure.

Staff Direction Request: Approve Illinois Department of Transportation (IDOT) Resolution for the years 2020-2021 and be moved to the Village Board agenda.

Attachments:

- 1) Resolution

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

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**RESOLUTION**  
**NO. 2019-R-122**

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**RESOLUTION ADOPTING PERMITTING STANDARDS FOR WORK PERFORMED IN STATE  
RIGHTS OF WAY**

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**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**

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



**RESOLUTION ADOPTING PERMITTING STANDARDS FOR  
WORK PERFORMED IN STATE RIGHTS OF WAY**

**WHEREAS**, the Village of Tinley Park, hereinafter referred to as the Municipality, a Home Rule Community, located in the Counties of Cook and Will, State of Illinois, desires to undertake, in the years 2020 and 2021, the location, construction, operation and maintenance of driveways and street returns, water mains, sanitary and storm sewers, street light, traffic signals, sidewalks, landscaping, etc. on State highways, within said Municipality, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois hereinafter referred to as Department; and

**WHEREAS**, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the Municipality or by a private person or firm under contract and supervision of the Municipality.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustee of the Village of Tinley Park that:

**FIRST:** That Municipality hereby pledges its good faith and guarantees that all work shall be performed in accordance with conditions of the permit to be granted by the Department, and to hold the State of Illinois harmless during the prosecution of such work, and assume all liability for damages to person or property due to accidents or other otherwise by reason of the work which is to be performed under the provision of said permit.

**SECOND:** That all authorized officials of the Municipality are hereby instructed and authorized to sign said working permit on behalf of the Municipality.

**ADOPTED** this 17th day of December, 2019, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 17th day of December, 2019.

\_\_\_\_\_  
Village President

ATTEST: \_\_\_\_\_  
Village Clerk

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-121, “**A RESOLUTION ADOPTING PERMITTING STANDARDS FOR WORK PERFORMED IN STATE RIGHTS OF WAY,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 17, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of December 2019.

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

**Interoffice****Memo**

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**Date:** December 3, 2019

**To:** Village Board

**From:** Laura Godette, Deputy Village Clerk

**Subject:** Amending Section 32.225 of Chapter 32 of the Tinley Park Municipal Code -  
Emergency Telephone System Board (ETSB)

The proposed amendment will provide clarification that the Village Trustees acting as chairperson on the Public Safety, Finance and Administration and Legal Committees will service on the Emergency Telephone System Board. At present time the Ordinance provides for an eight (8) member board which consists of three (3) Village Trustees, and a representative from the Fire Department, Police Department, Emergency Services Department, Public Works Department and the Telecommunications Supervisor.



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

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**ORDINANCE**  
**NO. 2019-O-070**

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**AN ORDINANCE AMENDING SECTION 32.225 OF CHAPTER 32 OF THE TINLEY  
PARK MUNICIPAL CODE – EMERGENCY TELEPHONE SYSTEM BOARD**

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**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**

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

VILLAGE OF TINLEY PARK  
Cook & Will Counties, Illinois

**ORDINANCE NUMBER 2019-O-070**

**AN ORDINANCE AMENDING SECTION 32.225 OF CHAPTER 32 OF THE TINLEY PARK MUNICIPAL CODE – EMERGENCY TELEPHONE SYSTEM BOARD**

**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 Illinois Emergency Telephone System Act requires the establishment of an Emergency Telephone System Board and authorizes the Corporate Authorities of the Village of Tinley Park to provide for the manner of appointment and number of members of said Board; and

**WHEREAS**, pursuant to said Act, the Village has previously established an Emergency Telephone System Board;

**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 Section 32.225 of Chapter 32 of the Tinley Park Municipal Code is hereby amended to read in its entirety as follows:

**§ 32.225: BOARD CREATED, COMPOSITION:**

There is hereby created an Emergency Telephone System Board consisting of eight (8) members who shall be appointed by the Village President with the consent of the Board of Trustees of the Village of Tinley Park on the basis of their ability or experience. Said membership shall consist of three (3) Village Trustees which shall be the chairpersons of the **Public Safety, Finance, and Administration and Legal Committees**, one (1) representative of the Police Department, one (1) representative of the Fire Department, one (1) representative of the Village's Emergency Services and Disaster Agency (ESDA), one (1) representative of the Public Works Department, and the Communications Supervisor. Members of the Emergency Telephone System Board shall serve without compensation but shall be reimbursed for their actual and necessary

expenses. Members of the Board shall serve for a term of one (1) year and shall be appointed annually at the first Village Board meeting in May of each year.

**Section 2:** That this Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

**Section 3:** All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

**Section 4:** Each section, paragraph, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

**Section 5:** Except as to the Code amendments set forth above in this Ordinance, all Chapters and Sections of the Tinley Park Municipal Code, as amended, shall remain in full force and effect.

ADOPTED this \_\_\_ day of \_\_\_\_\_, 2019, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this \_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Village President

*ATTEST:*

\_\_\_\_\_  
Village Clerk



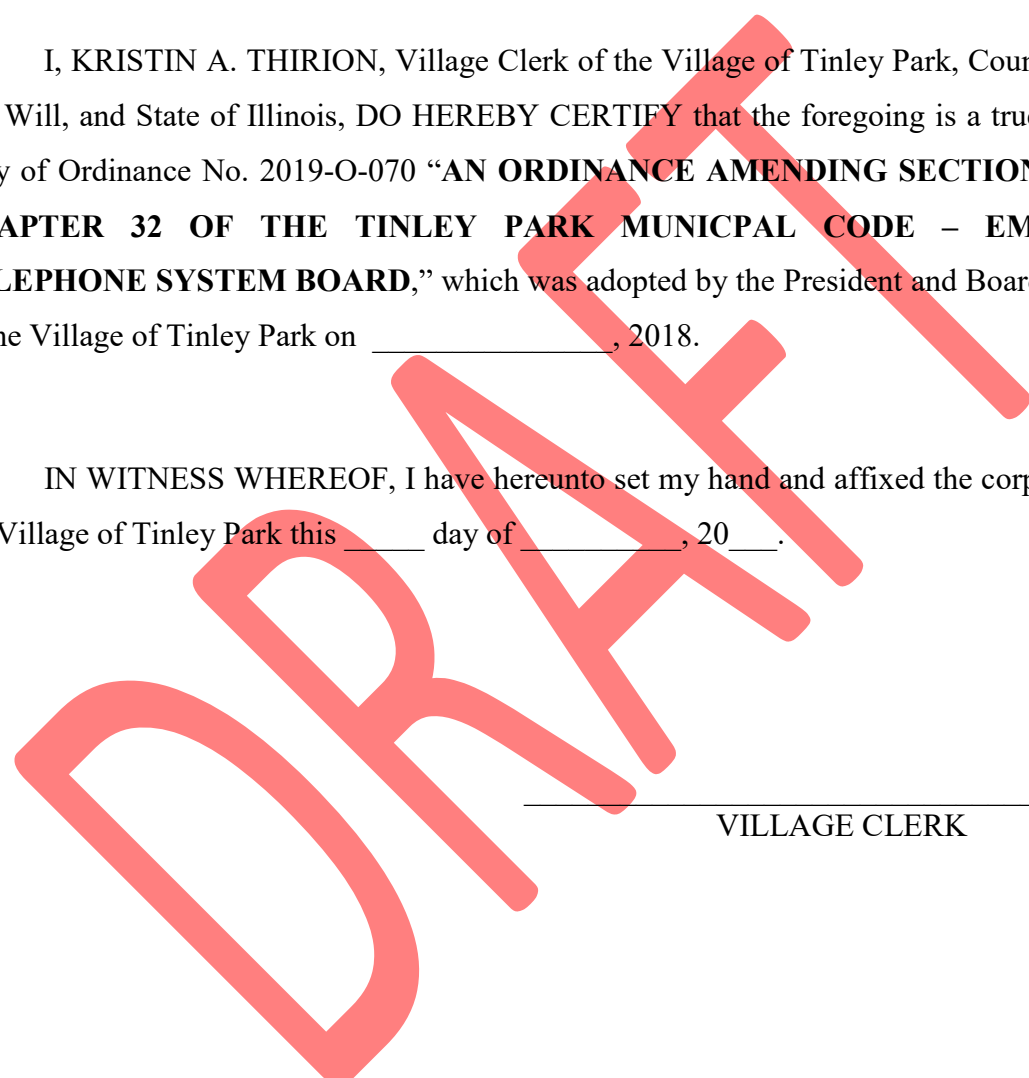
STATE OF ILLINOIS     )  
                                   )  
 COUNTY OF COOK        )     SS.

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will, and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2019-O-070 **“AN ORDINANCE AMENDING SECTION 32.225 OF CHAPTER 32 OF THE TINLEY PARK MUNICIPAL CODE – EMERGENCY TELEPHONE SYSTEM BOARD,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on \_\_\_\_\_, 2018.

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

\_\_\_\_\_  
 VILLAGE CLERK





December 2, 2019

Village of Tinley Park  
10625 S. Oak Park Avenue  
Tinley Park, IL 60477

To Whom It May Concern:

This letter will notify you that the Crisis Center for South Suburbia has elected to waive the fidelity bond requirement for the raffle prizes we will have at the "An Evening In Paris" Gala being held at the Odyssey Country Club in Tinley Park, Illinois on Saturday, February 29, 2020.

Sincerely,

A handwritten signature in black ink, appearing to read "Lorri Nagle".

Lorri Nagle  
Director of Development  
Crisis Center for South Suburbia



A handwritten signature in black ink, appearing to read "Sharon L. Zavala".

12/17/2019  
12:28:11 PM  
[Signature]

RAFFLE LICENSE APPLICATION

VILLAGE OF TINLEY PARK
16250 South Oak Park Avenue

DATE: 11/13/19

1. NAME OF ORGANIZATION: Crisis Center for South Suburbia

2. ADDRESS:

3. MAILING ADDRESS IF DIFFERENT FROM ABOVE:

4. ADDRESS OF PLACE FOR RAFFLE DRAWING

Odyssey Country Club, 19110 Ridgeland Ave, Tinley Park, 60477

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 [x] LABOR [ ] FRATERNAL [ ]
EDUCATIONAL [ ] VETERANS [ ] BUSINESS [ ]

6. HOW LONG HAS THE ORGANIZATION BEEN IN EXISTENCE: 40 years

7. PLACE AND DATE OF INCORPORATION: Illinois, April 1979

8. NUMBER OF MEMBERS IN GOOD STANDING:

9. PRESIDENT/CHAIRPERSON: Pamela Kostecky, Executive Director

ADDRESS: Same as above PHONE:

10. RAFFLE MANAGER: Lisa Molloy

ADDRESS: Same as above

PHONE: Email:

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

NAME: Lisa Molloy

ADDRESS: Same as above PHONE:

NAME:

ADDRESS: PHONE:

(ATTACHED ADDITIONAL SHEET IF NECESSARY)

RAFFLE APPLICATION | 2

**RAFFLE INFORMATION**

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

Mon-Sunday, Dec 2, 2019 - Feb 29, 2020

13. LOCATION OF TICKET SALES:

Illinois

14. LOCATION FOR DETERMINING WINNERS:

Odyssey Country Club

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

Sat, FEB 29, 2020

16. TOTAL RETAIL VALUE OF ALL PRIZES:

\$ 7,500  
(MAXIMUM PRIZE AMOUNT \$250,000)

17. MAXIMUM RETAIL VALUE OF EACH PRIZE:

\$ 5,000, 1,000 + 3 \* 500

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

50

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 objections. 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: Cross Center for South Suburban

EXECUTIVE DIRECTOR: Pam Kostecky / Dir. of Dev. Lorri Nagle

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**Voucher List**  
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185183	12/6/2019	013126 22ND CENTURY MEDIA, LLC	2019-95592	VTP-017455	HOLIDAY GUIDE - 22ND CENTURY I 01-35-000-72954	1,050.00
<b>Total :</b>						<b>1,050.00</b>
185184	12/6/2019	010318 ADVOCATE CHRIST MEDICAL CNTR	112119		10 BLS PROVIDER E-CARDS 01-19-020-73606	30.00
			112619		10 BLS PROVIDER E-CARDS,5 HS C 01-19-020-73606	115.00
<b>Total :</b>						<b>145.00</b>
185185	12/6/2019	014472 AERO RUBBER COMPANY, INC.	112619		ANNUAL STORAGE 12/1/19-12/1/20 60-00-000-75118	869.40
					63-00-000-75118	869.40
					64-00-000-75118	745.20
<b>Total :</b>						<b>2,484.00</b>
185186	12/6/2019	002734 AIR ONE EQUIPMENT, INC	150440		METER CALIBRATION 01-19-000-74604	445.00
			150481	VTP-017490	TOWER 48 CART 01-19-000-72644	1,142.00
			150540		01-19-000-72644	17.18
				VTP-017492	1ST OUT RIGS WATER PPE BAG 01-19-000-72644	483.80
			150616		01-19-000-72644	8.60
					DECONTAMINATION KIT 01-19-000-74619	126.95
<b>Total :</b>						<b>2,223.53</b>
185187	12/6/2019	002628 AMERICAN WATER	112719		NOV'19 SEWER TRTMNT BROOKSI 64-00-000-73225	45,921.60
<b>Total :</b>						<b>45,921.60</b>
185188	12/6/2019	002424 AMERICAN WATER WORKS ASSOC	7001736592		MEMBER#03471337 JOHN URBANS 01-26-023-72720	112.00
					60-00-000-72720	39.20
					63-00-000-72720	39.20

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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>
185188	12/6/2019	002424 AMERICAN WATER WORKS ASSOC	(Continued)		64-00-000-72720	33.60
					<b>Total :</b>	<b>224.00</b>
185189	12/6/2019	019278 ANIMAL CONTROL TRAINING	120419		REGIST KAREN SCHUTT 01-17-205-72140	125.00
					<b>Total :</b>	<b>125.00</b>
185190	12/6/2019	002665 APPLE CHEVROLET	120319		7TH ANNUAL INCENTIVE 01-97-000-79140	42,324.69
					<b>Total :</b>	<b>42,324.69</b>
185191	12/6/2019	018237 ARCTIC GLACIER U.S.A.INC.	3044933010		ICE 01-19-000-72220	240.00
					<b>Total :</b>	<b>240.00</b>
185192	12/6/2019	015018 AUSTIN TYLER CONSTRUCTION, LLC	1923-03	VTP-017235	WATER MAIN IMPROVEMENT PRO. 62-00-000-75705	259,004.92
					<b>Total :</b>	<b>259,004.92</b>
185193	12/6/2019	010953 BATTERIES PLUS - 277	P21398948		BATTERIES 14-00-000-74150	140.00
					<b>Total :</b>	<b>140.00</b>
185194	12/6/2019	018807 BAXTER & WOODMAN INC	0209985	VTP-017391	180829.20 WATER MODEL PREP 60-00-000-75813	6,881.52
				VTP-017391	63-00-000-75813	6,881.52
				VTP-017391	64-00-000-75813	5,898.44
			0209986		190816.40 LAGRANGE ROAD UTILIT 62-00-000-72840	639.08
					<b>Total :</b>	<b>20,300.56</b>
185195	12/6/2019	002938 BEST TECHNOLOGY SYSTEMS INC.	BTL-19042-3		BULLET TRAP INSPECTION BASIC 01-26-025-72779	1,070.00
					<b>Total :</b>	<b>1,070.00</b>
185196	12/6/2019	002974 BETTENHAUSEN CONSTRUCTION SERV	190181		HAULING LEAVES/SWEEPINGS 01-26-023-72890	550.00



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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185196	12/6/2019	002974	BETTENHAUSEN CONSTRUCTION SERV (Continued)			
			190182		HAULING STONES	
					01-26-023-73860	30.00
					70-00-000-73860	10.00
					60-00-000-73860	37.80
					63-00-000-73860	4.20
					64-00-000-73860	18.00
			190183		HAULING LEAVES/SWEEPINGS	
					60-00-000-73681	330.75
					63-00-000-73681	36.75
					01-26-023-72890	225.00
					64-00-000-73681	157.50
			190184		HAULING STONES	
					01-26-023-73860	30.00
					70-00-000-73860	10.00
					60-00-000-73860	37.80
					63-00-000-73860	4.20
					64-00-000-73860	18.00
			190185		HAULING LEAVES/SWEEPINGS	
					01-26-023-72890	600.00
			190186		HAULING STONES	
					01-26-023-73860	90.00
					70-00-000-73860	30.00
					60-00-000-73860	113.40
					63-00-000-73860	12.60
					64-00-000-73860	54.00
			190187		HAULING SPOILS	
					01-26-023-72890	225.00
					60-00-000-73681	330.75
					63-00-000-73681	36.75
					64-00-000-73681	157.50
					<b>Total :</b>	<b>3,150.00</b>
185197	12/6/2019	016817	BEVERLY SNOW AND ICE INC	41001	POST 11	
					01-26-023-72785	280.00
				41002	POST 11	
					01-26-023-72785	160.00

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185197	12/6/2019	016817 BEVERLY SNOW AND ICE INC	(Continued) 41003		80TH AVENUE SOUTH TRAIN LOT 70-00-000-72740	8,000.00
			41004		80TH AVENUE SOUTH TRAIN LOT 70-00-000-72740	4,200.00
			41005		MUNICIPAL LOT-UNITED METHODIST 01-26-023-72785	570.00
			41006		MUNICIPAL LOT-UNITED METHODIST 01-26-023-72785	310.00
			41007		VILLAGE HALL 01-26-023-72785	2,150.00
			41008		VILLAGE HALL 01-26-023-72785	1,170.00
			41009		VOGT PLAZA 01-26-023-72785	420.00
			41010		VOGT PLAZA 01-26-023-72785	240.00
			41011		ZABROCKI PLAZA 01-26-023-72785	710.00
			41012		ZABROCKI PLAZA 01-26-023-72785	410.00
<b>Total :</b>						<b>18,620.00</b>
185198	12/6/2019	012966 BOLING, THOMAS	11-19		SHAREPOINT 11/1-11/30/19 01-16-000-72650	2,962.50
<b>Total :</b>						<b>2,962.50</b>
185199	12/6/2019	003013 BROWNELLS, INC.	18198331.01		VTP-017443 PACT CLUB TIMER III,V 01-17-220-73760	271.11
<b>Total :</b>						<b>271.11</b>
185200	12/6/2019	011692 BYTE SIZED SOLUTIONS LLC	010944		20180015 DEPT SERV/ANALYSIS,DI 01-19-000-72655	1,950.00
<b>Total :</b>						<b>1,950.00</b>
185201	12/6/2019	014268 CARIBBEAN POOLS INC	Ref001385027		Refund receipt #: 1158 01-00-000-20100	750.00

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185201	12/6/2019	014268 014268 CARIBBEAN POOLS INC	(Continued)			<b>Total : 750.00</b>
185202	12/6/2019	003406 CDS OFFICE TECHNOLOGIES	INV1274795	VTP-017505	BATTERY FOR ARBITRATOR 01-17-220-72567	1,034.00 <b>Total : 1,034.00</b>
185203	12/6/2019	003229 CED/EFENGEE	5025-528435 5025-528991		PATLITE 01-26-024-73570 WIRECONN 01-26-025-73570	356.60 68.88 <b>Total : 425.48</b>
185204	12/6/2019	015199 CHICAGO PARTS & SOUNDS LLC	2J0001799		SLIM SPEAKER W/UNIVERSEAL BR 01-17-205-72540	239.00 <b>Total : 239.00</b>
185205	12/6/2019	017349 CHICAGO STREET CCDD, LLC	18502		DUMP FEES 01-26-023-72890	490.00 <b>Total : 490.00</b>
185206	12/6/2019	013820 CINTAS CORPORATION	5015305699 5015305700 5015458901 5015458902 5015458903 5015458904 5015458905 5015458906	VTP-017163 VTP-017163 VTP-017163 VTP-017163 VTP-017163 VTP-017163 VTP-017163 VTP-017163	FIRST AID FOR PUBLIC WORKS GA 01-26-025-72790 FIRST AID FOR POLICE DEPT 01-26-025-72790 FIRST AID FOR EMA GARAGE 01-26-025-72790 FIRST AID FOR PUMP HOUSE 2 01-26-025-72790 FIRST AID FOR PUBLIC SAFETY BU 01-26-025-72790 FIRST AID FOR SHOOTING RANGE 01-26-025-72790 FIRST AID FOR PUMP HOUSE # 1 01-26-025-72790 FIRST AID FOR VILLAGE HALL 01-26-025-72790	418.32 256.07 44.54 86.11 228.47 166.05 49.83 226.97 <b>Total : 1,476.36</b>

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185207	12/6/2019	012057	COMCAST CABLE		ACCT#8771401810170142 16250 OF 01-14-000-72125	231.85
					8771401810265348 11/22-12 01-19-000-72517	81.15
<b>Total :</b>						<b>313.00</b>
185208	12/6/2019	013878	COMED - COMMONWEALTH EDISON	0021100130	ACCT#0021100130 RT/23 METEREC 01-26-024-72510	52.79
				0363058226	ACCT#0363058226 TFLT 9340 W 17 01-26-024-72510	111.06
				0369095018	ACCT#0369095018 6761 NORTH ST 01-26-024-72510	29.31
				0522112018	ACCT#0522112018 LITE RT/25 PRK 01-26-024-72510	41.58
				1222218001	ACCT#1222218001 1 E OAK PK SS I 01-26-024-72510	120.42
				2587063010	ACCT#2587063010 REAR TEMP 173 12-00-000-72510	21.89
				2761036017	ACCT2761036017 MCDNNLL DEV S 01-26-024-72510	61.63
				2777112019	ACCT#2777112019 0 175TH ST & S/ 01-26-023-72510	390.13
				3214011009	ACCT#3214011009 16853 LAKEWO 64-00-000-72510	242.76
				3784064010	ACCT#3784064010 16301 CENTRAL 60-00-000-72510	93.70
					63-00-000-72510	93.70
				4329016037	ACCT#4329016037 TEMP PARKLOT 12-00-000-72510	28.93
				6483053261	ACCT#6483053261 IRRIGATION 174 01-26-023-72510	28.93
				7063131025	ACCT#7063131025 7813 174TH ST I 64-00-000-72510	53.56
				7090006006	ACCT#7090006006 TEMP/PRKLOT/I 12-00-000-72510	21.57
				8363023007	ACCT#8363023007 0 179TH ST & 82 60-00-000-72510	124.54

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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>
185208	12/6/2019	013878	COMED - COMMONWEALTH EDISON	(Continued)	63-00-000-72510	124.53
					<b>Total :</b>	<b>1,641.03</b>
185209	12/6/2019	018311	CONNECTION		<FD> - RPLCMNT TABLET - FD CHIE	
			57297300	VTP-017504	01-16-000-74128	1,313.73
			57297305		HP	341.91
			57301293		01-12-000-73110	
			57309413	VTP-017488	<IT> - REPLACEMENT PHONE CASI	3,290.16
				VTP-017488	01-16-000-72120	1,331.24
					<b>Total :</b>	<b>6,277.04</b>
185210	12/6/2019	012410	CONSERV FS, INC.		CONSERV SCOOP	
			66033356		01-26-023-73410	34.25
					<b>Total :</b>	<b>34.25</b>
185211	12/6/2019	012826	CONSTELLATION NEWENERGY, INC.	16183405201	ACCT ID 8368396 UTIL#4623055116	
					01-26-024-72510	15,514.78
					<b>Total :</b>	<b>15,514.78</b>
185212	12/6/2019	003240	CUTRANO, MIKE	112219	REIM.EXP. CANDY	
					01-41-056-72937	30.00
					<b>Total :</b>	<b>30.00</b>
185213	12/6/2019	019275	DAINEH, THAYER	100419	GRADING REFUND 17506 WESTBR	
					84-00-000-20552	500.00
					<b>Total :</b>	<b>500.00</b>
185214	12/6/2019	017603	DANDAN, RICK TARIQ	113019	PLAN REVIEW/INSPECTIONS NOV'	
					01-33-300-72790	8,123.50
					<b>Total :</b>	<b>8,123.50</b>
185215	12/6/2019	019276	DAVEY RESOURCE GROUP INC	91354	8323 APPLE POND SHORELINE RE	
					30-00-000-73681	54,868.97
					<b>Total :</b>	<b>54,868.97</b>

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185216	12/6/2019	019283 DE CICCO, PETER & BEATRICE	Ref001385181		UB Refund Cst #00466727 60-00-000-20599	68.62
					<b>Total :</b>	<b>68.62</b>
185217	12/6/2019	003770 DUSTCATCHERS INC	67844		MATS/PD 01-26-025-72790	85.41
					<b>Total :</b>	<b>85.41</b>
185218	12/6/2019	004009 EAGLE UNIFORM CO INC	284352	VTP-017499	UNIFORMS - LORENDO 01-19-020-73610	126.75
					<b>Total :</b>	<b>126.75</b>
185219	12/6/2019	004094 EJ EQUIPMENT INC.	P20756		SEWER HANDGUN,SPRAY TIP,NOZ 60-00-000-72530 64-00-000-72530	283.97 283.97
					<b>Total :</b>	<b>567.94</b>
185220	12/6/2019	004111 EJ USA. INC	110190101416		VALVE BOX STABILIZER 60-00-000-73630 63-00-000-73630 64-00-000-73630	110.25 12.25 52.50
			110190102157		SEAL PLT GKT 60-00-000-73630	5.00
					<b>Total :</b>	<b>180.00</b>
185221	12/6/2019	011176 ELEMENT GRAPHICS & DESIGN, INC	15541		BANNERS 01-35-000-72954	244.17
					<b>Total :</b>	<b>244.17</b>
185222	12/6/2019	019277 EROC PROPERTIES	Ref001385026		Refund receipt #: 1728 01-00-000-20100	1,000.00
					<b>Total :</b>	<b>1,000.00</b>
185223	12/6/2019	018480 FARNSWORTH GROUP	212218		0170121.16 ILL MAARRIOTT-COURT 01-33-300-72790	495.00
			212219		#0170121.17 ILL LENNY'S FOOD&FL 01-33-300-72790	495.00

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185223	12/6/2019	018480 018480 FARNSWORTH GROUP	(Continued)			<b>Total : 990.00</b>
185224	12/6/2019	018691 FGM ARCHITECTS	19-2783.01-2	VTP-017430	ARCHITECTURAL SERV/POLICE DE 30-00-000-75115	3,000.00 <b>Total : 3,000.00</b>
185225	12/6/2019	015853 FIRE SERVICE INC.	31502		VIN#4EN3ABA8151009236 REPAIR I 01-19-000-72540	354.38 <b>Total : 354.38</b>
185226	12/6/2019	015702 FIRST AMERICAN TITLE INSURANCE	120319		16TH SEMI ANNUAL INCENTIVE 01-97-000-79133	70,287.29 <b>Total : 70,287.29</b>
185227	12/6/2019	012941 FMP	52-441514 52-442152 52-442177 52-442217 52-442798 53-348826		BATTERIES,CORE CHARGE 01-19-000-72540 ARM ASY 01-17-205-72540 CONTROL ARM BUSHING 01-17-205-72540 WHEEL BEARING & HUB ASY 01-17-205-72540 TIE ROD,SENSOR ASY 01-17-205-72540 LINK F RT & LT 01-17-205-72540	238.54 179.64 61.76 139.03 83.91 66.24 <b>Total : 769.12</b>
185228	12/6/2019	018916 FRANKENFIELD, CHRISTOPHER	120219		REIM. EXP. IMTA CONF LODGING,M 01-15-000-72170	656.40 <b>Total : 656.40</b>
185229	12/6/2019	004369 GALLAGHER & HENRY BUILDERS	120319		GRADING REFUND 17537 WEBSTE 84-00-000-20552	500.00 <b>Total : 500.00</b>
185230	12/6/2019	019280 GASTEIER & LEWIS DICRESCENZO, DEI Ref001385178			UB Refund Cst #00493613; duplicate 60-00-000-20599	285.78

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185230	12/6/2019	019280	019280 GASTEIER & LEWIS DICRESCENZO (Continued)			<b>Total : 285.78</b>
185231	12/6/2019	010419	GLOBAL EMERGENCY PRODUCTS, INC	AGJ14382	PREV MAINT E49	
					01-19-000-72540	19,249.41
			AGJ14469		CHECK HEAT SHUT OFF VALVES 0	
					01-19-000-72540	907.06
					<b>Total :</b>	<b>20,156.47</b>
185232	12/6/2019	012902	GO PARTS INC.	170002	6,12 AND 24 VOLT BATTERY CHARG	
				VTP-017516	01-26-023-73410	259.60
				VTP-017516	01-26-024-73410	129.80
				VTP-017516	60-00-000-73410	163.55
				VTP-017516	63-00-000-73410	18.17
				VTP-017516	64-00-000-73410	77.88
					<b>Total :</b>	<b>649.00</b>
185233	12/6/2019	019279	GONZALEZ, LOUIS	120419	PERF HOLIDAY MARKET 2019 COM	
					01-35-000-72954	250.00
					<b>Total :</b>	<b>250.00</b>
185234	12/6/2019	015397	GOVTEMPSUSA LLC	2919797	11/17 & 11/24/19 PAULA WALLRICH	
					01-33-310-72750	8,000.77
					<b>Total :</b>	<b>8,000.77</b>
185235	12/6/2019	004438	GRAINGER	9356836305	CIRC SAW BLADE	
					01-19-000-73410	285.00
			9362396922		BATTERY	
					01-26-025-73410	18.00
			9363228256		GLOVES	
					01-26-023-73845	204.64
			9363228264		GLOVES	
					01-26-024-73845	38.18
					01-26-023-73845	76.35
					60-00-000-73845	48.10
					63-00-000-73845	5.34
					64-00-000-73845	22.91
					<b>Total :</b>	<b>698.52</b>



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185236	12/6/2019	004741	HEARTS & FLOWERS	008917	BEAUTIFUL HEART LITTLE BOY 01-17-205-73600	77.99
<b>Total :</b>						<b>77.99</b>
185237	12/6/2019	018048	HERVAS,CONDON & BERSANI, P.C.	16637	ETHICS FILE 19-2922.1 THRU 9/30/ 01-14-000-72850	5,409.14
				16723	ETHICS FILE #19-2922.1 THRU 10/3 01-14-000-72850	3,017.50
<b>Total :</b>						<b>8,426.64</b>
185238	12/6/2019	012281	HINCKLEY SPRINGS	5977593 113019	WATER COOLER RENTAL 01-21-210-73110	130.94
<b>Total :</b>						<b>130.94</b>
185239	12/6/2019	019243	HYDRO-EXC INC	572478	METRA PARKING LOT D BORE 27-00-000-75300	2,278.17
				572479	DIRECTIONAL BORING/DUCT INST/ 27-00-000-75300	14,834.00
<b>Total :</b>						<b>17,112.17</b>
185240	12/6/2019	004820	I.A.F.C MEMBERSHIP RENEWAL	000057150	MEMBERSHIP THOMAS SLEPSKI 00 01-19-000-72720	240.00
<b>Total :</b>						<b>240.00</b>
185241	12/6/2019	018345	ILEAS	2020-00000009	2020 MFF DUES 01-17-205-72720	300.00
<b>Total :</b>						<b>300.00</b>
185242	12/6/2019	004978	ILLINOIS ASSOC.OF CHF POLICE	5386	SERGEANT ASSESSMENT 01-41-040-72846	3,500.00
<b>Total :</b>						<b>3,500.00</b>
185243	12/6/2019	005044	ILLINOIS FIRE CHIEF'S ASSOC.	FO-190186	INSTRUCTOR CLASS 01-19-000-72145	300.00
<b>Total :</b>						<b>300.00</b>
185244	12/6/2019	015497	ILLINOIS SECRETARY OF STATE	120519..	1FMSK8DH3LGA24639 TITLE 01-17-205-72860	150.00

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185244	12/6/2019	015497	015497 ILLINOIS SECRETARY OF STATE	(Continued)		<b>Total : 150.00</b>
185245	12/6/2019	015497	ILLINOIS SECRETARY OF STATE	120519.	1FM5K8B82DGB07965 RENEW PLA 01-17-205-72860	146.00 <b>Total : 146.00</b>
185246	12/6/2019	015497	ILLINOIS SECRETARY OF STATE	120519	1FM5K8B82DGB07965 PLATES 01-17-205-72860	101.00 <b>Total : 101.00</b>
185247	12/6/2019	005160	ILLINOIS STATE POLICE	CC4004	CC4004 TINLEY FINGERPRINT VILL 01-14-000-72848	113.00 <b>Total : 113.00</b>
185248	12/6/2019	004239	INTERNATL SOC FIRE SERV INSTR	13577	REGISTRATION FOREST REEDER 01-19-000-72720	125.00 <b>Total : 125.00</b>
185249	12/6/2019	005251	J AND R SALES AND SERVICE INC.	0330468	CHAIN RAPID,OIL,TOWER 01-26-023-73410	149.36 <b>Total : 149.36</b>
185250	12/6/2019	005409	KANE MCKENNA & ASSOCIATES INC	16708	PROF SERV ENCORE INCENTIVE A 01-33-320-72750	537.50 <b>Total : 537.50</b>
185251	12/6/2019	018046	KEVRON PRINTING & MAILING,INC.	19-45681	BUSINESS CARDS KRIS DUNN 01-19-000-72310	25.00 <b>Total : 25.00</b>
185252	12/6/2019	005379	KLEIN, THORPE & JENKINS, LTD	111919	LEGAL SERV THRU 10/31/19 01-14-000-72850	239.10 <b>Total : 239.10</b>
185253	12/6/2019	014190	LEHIGH HANSON	5789694	BED/BACKFILL 70-00-000-73860 01-26-023-73860 60-00-000-73860	25.75 77.23 97.32

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185253	12/6/2019	014190 LEHIGH HANSON	(Continued)			
					63-00-000-73860	10.81
					64-00-000-73860	46.34
			5789974		BED/BACKFILL	
					70-00-000-73860	26.49
					01-26-023-73860	79.46
					60-00-000-73860	100.12
					63-00-000-73860	11.12
					64-00-000-73860	47.68
			5790563		STONES	
					70-00-000-73860	60.26
					01-26-023-73860	180.79
					60-00-000-73860	227.80
					63-00-000-73860	25.31
					64-00-000-73860	108.48
					<b>Total :</b>	<b>1,124.96</b>
185254	12/6/2019	014402 LEXISNEXIS RISK DATA MNGMNT	1038013-20191031		OCT'19 MINIMUM COMMITMENT RE 01-17-225-72852	150.00
					<b>Total :</b>	<b>150.00</b>
185255	12/6/2019	016801 LIBERTY FLAG & BANNER	16863	VTP-017456	HOLIDAY BANNERS - PRODUCTIC 01-35-000-73112	12,885.00
					<b>Total :</b>	<b>12,885.00</b>
185256	12/6/2019	014846 LORENCE, BRUCE	120119		DEC'19 LGB TRAIN MONTHLY MAIN 01-26-025-72530	30.00
					<b>Total :</b>	<b>30.00</b>
185257	12/6/2019	007100 M. E.SIMPSON COMPANY, INC	34447	VTP-017427	WATER ASSESSMENT PROGRAM 60-00-000-72790	6,125.00
					<b>Total :</b>	<b>6,125.00</b>
185258	12/6/2019	019235 MANAGEMENT PARTNERS INC	INV07965		STRATEGIC PLANNING/GOAL SETT 30-00-000-72945	22,850.00
					<b>Total :</b>	<b>22,850.00</b>

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185259	12/6/2019	018439 MASTER FENCE INC	12397	VTP-017495	FENCING FOR THE PARADE OF LIC 01-35-000-72954	5,636.80
<b>Total :</b>						<b>5,636.80</b>
185260	12/6/2019	006074 MENARDS	76193		TOOLBOX,NICK FINISH,BRUSH,SCI 01-19-000-73410	54.34
			76255		CREDIT TOOLBOX 01-19-000-72540	-29.99
			76270		CUTTER,STEPS 60-00-000-73630	33.53
					63-00-000-73630	3.73
					64-00-000-73630	15.97
			76294		CREDIT STEPS,CUTTER 60-00-000-73630	-33.53
					63-00-000-73630	-3.73
					64-00-000-73630	-15.97
			76305		STOPS,SPRAY,BRUSH,WASH,SPA F 01-21-000-72530	232.99
			76309		FEBREZE,DURACELL,VEHICLE BRI 01-26-025-73580	26.20
					60-00-000-73410	12.58
					63-00-000-73410	1.40
					64-00-000-73410	6.00
			76320		DIFFUSER,FLOOR REGISTER,48" S 60-00-000-73630	56.52
					63-00-000-73630	6.28
					64-00-000-73630	26.91
			76374		FUNNEL,BROOM,MR CLEAN 01-26-025-73580	64.80
			76379		EDGELOCK,MINI ROLLER 01-26-025-73620	16.96
			76532		SPRAY HEAD,WATER,PLSTR,TARP, 01-21-000-72530	74.84
			76611		GELITE ROUGH TERRAIN 60-00-000-73845	9.38
					63-00-000-73845	1.04
					64-00-000-73845	4.47

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185260	12/6/2019	006074 MENARDS	(Continued) 76689		REEL,LEDS,BUNGEE,MIRROR 01-17-205-73600	338.86
			76692		TEE,PLIERS,CUTTING,CUT-OFF,TA 64-00-000-73410	28.58
					60-00-000-73410	60.01
					63-00-000-73410	6.67
			76693		GALV TEE 64-00-000-73630	1.16
					60-00-000-73630	2.43
					63-00-000-73630	0.26
			76924		BOW 01-21-000-72530	19.98
					<b>Total :</b>	<b>1,022.67</b>
185261	12/6/2019	006074 MENARDS	120319		6TH ANNUAL INCENTIVE PAYMENT 01-97-000-79121	57,224.00
					<b>Total :</b>	<b>57,224.00</b>
185262	12/6/2019	019274 MERRITT, SCOTT	112619		REIM.EXP. CDL PERMIT FEES 01-26-024-72860	51.13
					<b>Total :</b>	<b>51.13</b>
185263	12/6/2019	017651 MSC INDUSTRIAL SUPPLY CO.	3457217001		BLBS,SCR,HSE CLMP,CBLE TIES,S 01-26-023-72540	53.26
					01-26-024-72540	53.26
					01-17-205-72540	79.89
					63-00-000-72540	9.32
					64-00-000-72540	15.98
					60-00-000-72540	27.96
					01-33-300-72540	26.63
			3464896001		CABLE TIES	
				VTP-017514	01-26-023-73830	1,398.00
					01-26-023-73830	30.84
					<b>Total :</b>	<b>1,695.14</b>
185264	12/6/2019	015386 MUNICIPAL GIS PARTNERS, INC	4828		GIS STAFFING SERV	

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185264	12/6/2019	015386 MUNICIPAL GIS PARTNERS, INC	(Continued)		01-16-000-72652	8,475.86
					60-00-000-72652	5,085.51
					63-00-000-72652	593.30
					64-00-000-72652	2,797.04
					<b>Total :</b>	<b>16,951.71</b>
185265	12/6/2019	010810 MUNICIPAL SERV. CONSULTING INC	TPCN-11-19		CIMP NOV'19	
			TPCS-11-19		30-00-000-75812	13,843.00
					COMM & TECH PROJ REPAIR AND (	
					11-00-000-72750	7,759.50
					<b>Total :</b>	<b>21,602.50</b>
185266	12/6/2019	014443 MURPHY & MILLER, INC	JC1051	VTP-017482	CARRIER ROOFTOP REPLACEMENT	
					30-00-000-75004	14,937.00
					<b>Total :</b>	<b>14,937.00</b>
185267	12/6/2019	019284 NEWTON, DEBBIE	Ref001385182		UB Refund Cst #00505502	
					60-00-000-20599	23.09
					<b>Total :</b>	<b>23.09</b>
185268	12/6/2019	019281 NICHOLS, JAMES	Ref001385179		UB Refund Cst #00454375; refund bil	
					60-00-000-20599	200.00
					<b>Total :</b>	<b>200.00</b>
185269	12/6/2019	015723 NICOR	01981510009		ACCT#01-98-15-1000 9 7780 W 183I	
			12213610004		01-26-025-72511	260.76
			53463710003		ACCT#12-21-36-1000 4 7825 W 167	
					01-26-025-72511	272.44
			54072310003		ACCT#53-46-37-1000 3 18241 S 80T	
					01-26-025-72511	76.29
			73675410002		ACCT#54-07-23-1000 3 16250 OAK (	
					01-26-025-72511	1,577.00
			74433410003		ACCT#73-67-54-1000 2 7800 183RD	
					01-26-025-72511	961.85
					ACCT#74-43-34-1000 3 7700 W 183I	
					01-26-025-72511	37.46

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185269	12/6/2019	015723 NICOR	(Continued) 83523710008		ACCT#83-52-37-1000 8 7980 183RD 01-26-025-72511	1,113.03
			96019958527		ACCT#96-01-99-5852 7 7999 W TIME 01-26-025-72511	277.82
<b>Total :</b>						<b>4,576.65</b>
185270	12/6/2019	001487 NUWAY DISPOSAL SERVICE INC	6787542		SWEEPINGS 01-26-023-72890	363.50
			6788436		TSF GARBAGE 01-26-023-72890	388.30
			6793429		SWEEPINGS 01-26-023-72890	1,018.50
<b>Total :</b>						<b>1,770.30</b>
185271	12/6/2019	010135 ONSITE COMMUNICATIONS USA, INC	49834		REMOTE SPEAKER MICROPHONE 01-21-000-72550	45.00
<b>Total :</b>						<b>45.00</b>
185272	12/6/2019	006475 PARK ACE HARDWARE	062438/1		#891431 BLADE SAWZALS 60-00-000-73410	7.55
					63-00-000-73410	0.84
					64-00-000-73410	3.60
			062459/1		#891431 PENCIL,MAP PRO GAS 60-00-000-73410	16.41
					63-00-000-73410	1.82
					64-00-000-73410	7.82
			062463/1		#9633 EXT CORDS,TAPCUBE 01-17-205-73600	48.24
			062474/1		#9404 WD40 SMART STRAW 01-19-000-73580	27.95
			062475/1		#891431 HOSE,DISCHARGE 60-00-000-73630	25.54
					63-00-000-73630	2.84
					64-00-000-73630	12.16
			062491/1		BROOM,CAULKGUN,SEALANT 01-26-023-73410	16.93

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185272	12/6/2019	006475	006475 PARK ACE HARDWARE		(Continued)	<b>Total : 171.70</b>
185273	12/6/2019	006780	POMP'S TIRE SERVICE, INC	310154252	TIRES, VALVES	
				410732332	01-19-000-72570	1,657.90
					TIRES	
					01-19-000-72570	673.96
					<b>Total :</b>	<b>2,331.86</b>
185274	12/6/2019	006507	POSTMASTER, U. S. POST OFFICE	112919	PERMIT#6 DEC'19 WATER BILLS	
					60-00-000-72110	1,703.72
					64-00-000-72110	730.17
					<b>Total :</b>	<b>2,433.89</b>
185275	12/6/2019	006559	PRAXAIR DISTRIBUTION, INC	93268656	HIGH PRESSURE	
					60-00-000-73730	32.04
					63-00-000-73730	32.04
					64-00-000-73730	27.47
					01-26-023-73730	91.55
					01-26-024-73730	45.78
					<b>Total :</b>	<b>228.88</b>
185276	12/6/2019	013587	PROSHRED SECURITY	100139611	SHREDDING	
					01-16-000-72790	1,358.00
					<b>Total :</b>	<b>1,358.00</b>
185277	12/6/2019	007680	PUBLIC STORAGE	51624287	SPACE 246 STORAGE FIRE ST 47 1	
					01-19-000-73870	217.20
					<b>Total :</b>	<b>217.20</b>
185278	12/6/2019	006850	QUILL CORPORATION	2881911	PAPER,CARD STOCK	
					01-35-000-73110	36.62
					<b>Total :</b>	<b>36.62</b>
185279	12/6/2019	018305	RBT INDUSTRIES LLC	120319	3RD INCENTIVE PAYMENT	
					01-97-000-79144	42,513.46
					<b>Total :</b>	<b>42,513.46</b>
185280	12/6/2019	015230	RIDGE LANDSCAPE SERVICES LLC	6828	LAWN MAINT 11/17/19-11/23/19	



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185280	12/6/2019	015230 RIDGE LANDSCAPE SERVICES LLC	(Continued)			
			6960		01-26-023-72881 CONV CNTR LANDSCAPE SERV	7,778.78
			6961		30-00-000-75800 CONV CNTR LANDSCAPE SERV	4,400.00
			6962		30-00-000-75800 CONV CNTR LANDSCAPE SERV	3,300.00
			6963		30-00-000-75800 CONV CNTR LANDSCAPE SERV	8,210.00
			7007		30-00-000-75800 CONV CNTR LANDSCAPE SERV	3,993.00
					30-00-000-75800	1,862.50
					<b>Total :</b>	<b>29,544.28</b>
185281	12/6/2019	011070 RIZZA BUICK GMC CADILLAC, INC	120319		5TH YEAR INCENTIVE	
					01-97-000-79138	92,900.07
					<b>Total :</b>	<b>92,900.07</b>
185282	12/6/2019	007629 SAM'S CLUB DIRECT	4523		DESSERTS /STEVE ROBERTS RETI	
					01-17-205-72974	24.86
					<b>Total :</b>	<b>24.86</b>
185283	12/6/2019	007092 SAUNORIS	605508		SOD,PALLET CHARGE,PALLET REF	
			606684		01-26-023-73680	508.00
					POINTSETTIAS,WREATH	
					01-26-025-73112	75.73
					<b>Total :</b>	<b>583.73</b>
185284	12/6/2019	018104 SBA STEEL,LLC	IN14050523		TOWER SITE RENT #IL46494-A-03 I	
					60-00-000-72631	182.33
					63-00-000-72631	182.33
					64-00-000-72631	182.33
					01-17-205-72631	364.65
					01-19-000-72631	303.87
					<b>Total :</b>	<b>1,215.51</b>
185285	12/6/2019	010853 SCHUTT, KAREN	120319		PER DIEM: MEALS,MILEAGE 80 @.	

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185285	12/6/2019	010853 SCHUTT, KAREN	(Continued)		01-17-220-72140	61.40
					<b>Total :</b>	<b>61.40</b>
185286	12/6/2019	017378 SIKICH LLP	412659		PROF SERV AUDIT FINANCIAL STA 01-14-000-72845	1,250.00
					60-00-000-72845	1,250.00
					<b>Total :</b>	<b>2,500.00</b>
185287	12/6/2019	002592 SPOK, INC.	C6092566X		ACCT#6092566-6 PAGER SERVICE 01-17-205-72125	68.62
					01-26-025-72125	8.28
					<b>Total :</b>	<b>76.90</b>
185288	12/6/2019	018241 STANARD & ASSOC	SA000042665		FEES FIRST LINE SUPERVISOR TE 01-41-040-72846	1,275.52
					<b>Total :</b>	<b>1,275.52</b>
185289	12/6/2019	007224 STANDARD EQUIPMENT COMPANY	P18745		SEG'T SET-PLAS 01-26-023-72530	681.00
					<b>Total :</b>	<b>681.00</b>
185290	12/6/2019	012238 STAPLES BUSINESS ADVANTAGE	3431826641		TONER,RIBBON,ENV,MOISTENER 01-17-205-73110	128.30
			3431826643		CD/DVD SLEEVE,TONER,4X6 LINEI 01-17-205-73110	300.96
					01-17-215-73110	175.68
			3431826644		POS ROLLS,CHISEL,FOLDER 01-15-000-73110	41.05
					01-14-000-73110	35.19
					<b>Total :</b>	<b>681.18</b>
185291	12/6/2019	015452 STEINER ELECTRIC COMPANY	S006508919.001		LED WALL PACK FIXTURE 01-26-024-73570	474.76
					<b>Total :</b>	<b>474.76</b>
185292	12/6/2019	007438 SUB TRAILER HITCH, INC.	12806		SPRINGS,BOLTS,PLATES,CAPS,SE 01-21-000-72540	743.70

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185292	12/6/2019	007438 SUB TRAILER HITCH, INC.	(Continued) 12807		REDUCER,ADAPTER 01-21-000-72540	58.90
<b>Total :</b>						<b>802.60</b>
185293	12/6/2019	007205 SUBURBAN LABORATORIES INC.	171584		DISINFECTANT BY PRODUCTS 60-00-000-72865 63-00-000-72865	507.50 217.50
<b>Total :</b>						<b>725.00</b>
185294	12/6/2019	014446 SULLIVAN, LINDA	120319		REFUND OF DEPOSIT WHITE FENC 01-00-000-54040	1,000.00
<b>Total :</b>						<b>1,000.00</b>
185295	12/6/2019	007297 SUTTON FORD INC./FLEET SALES	494341 494369 494647 494677		PUMP ASY,GASKETS,SEAL ASY,BO 01-17-205-72540 WIRE ASY 01-17-205-72540 ARM ASY 01-17-205-72540 TUBE OIL COOLER,TUBE ASY,LATC 01-17-205-72540	234.99 18.74 120.36 153.18
<b>Total :</b>						<b>527.27</b>
185296	12/6/2019	007886 THEODORE POLYGRAPH SERVICE	6851 6860		POLYGRAPH EXAM KYLE HENEGH. 01-41-040-72846 POLYGRAPH EXAMS JOHN LEWIS 01-17-205-72446	175.00 175.00
<b>Total :</b>						<b>350.00</b>
185297	12/6/2019	007777 THOMPSON ELEVATOR INSPECTION	19-3622		76 SEMI-ANNUAL ELEV INSPTN 1IN 01-33-300-72853	2,888.00
<b>Total :</b>						<b>2,888.00</b>
185298	12/6/2019	007691 TINLEY PARK CHAMBER/COMMERCE	112619		HOLIDAY PARTY PAT CARR 12/2/19 01-12-000-72220	12.00
<b>Total :</b>						<b>12.00</b>

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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>
185299	12/6/2019	010565 TP HOTEL & CONVENTION CTR LLC	bk0445170015		BANQUET 11/18-11/19/19 01-11-000-72220 01-12-000-72220	862.13 862.12
<b>Total :</b>						<b>1,724.25</b>
185300	12/6/2019	014537 TRAINING CONCEPTS, INC.	42508		AHA HS INSTRUCTOR ESSTENIALE 01-19-020-72140	1,200.00
<b>Total :</b>						<b>1,200.00</b>
185301	12/6/2019	014510 TRUGREEN PROCESSING CENTER	112764982		LAWN SERV 76TH AVE MEDIAN 161 01-26-023-72881	250.00
			113018213		LAWN SERV WATERSFORD POND 01-26-023-72881	90.00
			113021071		LAWN SERV 167TH ST MEDIANS O. 01-26-023-72881	40.00
			113025559		LAWN SERV 167TH ST PUMP ST 66 60-00-000-72881	31.50
					63-00-000-72881	31.50
					64-00-000-72881	27.00
			113038286		LAWN SERV TINLEY/DT AREA 1 OA 01-26-023-72881	125.00
			113056949		LAWN SERV PW GARAGE 7980 183 01-26-025-72881	78.00
<b>Total :</b>						<b>673.00</b>
185302	12/6/2019	007987 UNITED METHODIST CHURCH	120119		DEC'19 COMMUTER PARKING LOT 70-00-000-72621	1,200.00
<b>Total :</b>						<b>1,200.00</b>
185303	12/6/2019	011904 UPS	0000626634489		SHIPPER #626634 01-17-205-72110	4.52
<b>Total :</b>						<b>4.52</b>
185304	12/6/2019	004192 VILLAGE OF FRANKFORT	4001000001		ACCT#400-1000-00-01 BROOKSIDE 64-00-000-73227	121,436.18
<b>Total :</b>						<b>121,436.18</b>

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<b>Voucher</b>	<b>Date</b>	<b>Vendor</b>	<b>Invoice</b>	<b>PO #</b>	<b>Description/Account</b>	<b>Amount</b>
185305	12/6/2019	006362 VILLAGE OF OAK LAWN	1-9990015-00		ACCT#1-9990015-00 11/1/19-12/1/19 60-00-000-73220 63-00-000-73220	504,854.44 466,019.48 <b>Total : 970,873.92</b>
185306	12/6/2019	006429 VILLAGE OF ORLAND HILLS	120319		13TH IGA PAYMENT 01-97-000-79125	25,538.22 <b>Total : 25,538.22</b>
185307	12/6/2019	010851 VISU-SEWER OF ILLINOIS, LLC	8612	VTP-017232	POST 7 LINING PROJECT 61-00-000-75305	72,009.00 <b>Total : 72,009.00</b>
185308	12/6/2019	018744 WALSH, MATTHEW	112619		PER DIEM: LODG,MEALS,FUEL/INTI 01-17-205-72170	684.54 <b>Total : 684.54</b>
185309	12/6/2019	010165 WAREHOUSE DIRECT WORKPL SOLTNS	4488725-0		PENCILS 01-26-023-73110	59.52 <b>Total : 59.52</b>
185310	12/6/2019	019282 ZABROCKI, EDWARD	Ref001385180		UB Refund Cst #00480385; refund du 60-00-000-20599	30.27 <b>Total : 30.27</b>
<b>128 Vouchers for bank code : apbank</b>						<b>Bank total : 2,184,418.70</b>

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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>	
2583	12/3/2019	018837	INSURANCE PROGRAM MANAGERS GR	190320W011	PAYEE-INMAN & FITZGIBBONS LTD 01-14-000-72542	55.50	
<b>Total :</b>						<b>55.50</b>	
<b>1 Vouchers for bank code :</b> ipmq						<b>Bank total :</b>	<b>55.50</b>
<b>129 Vouchers in this report</b>						<b>Total vouchers :</b>	<b>2,184,474.20</b>

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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<b>Voucher</b>	<b>Date</b>	<b>Vendor</b>	<b>Invoice</b>	<b>PO #</b>	<b>Description/Account</b>	<b>Amount</b>
110719	11/7/2019	019211 OMNIPROGEAR INC	86805		SCREW-LOCK CARABINERS, HEAD 36-00-000-72140	808.00
<b>Total :</b>						<b>808.00</b>
<b>1 Vouchers for bank code :</b> ap_ff						<b>Bank total :</b> <b>808.00</b>

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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>
185311	12/6/2019	015497 ILLINOIS SECRETARY OF STATE	120519..		1FMSK8DH3LGA24639 TITLE 01-17-205-72860	175.00
					<b>Total :</b>	<b>175.00</b>
185312	12/6/2019	015497 ILLINOIS SECRETARY OF STATE	120519.		1FM5K8B82DGB07965 RENEW PLA 01-17-205-72860	121.00
					<b>Total :</b>	<b>121.00</b>
185313	12/13/2019	008882 3CMA	120619		MEMBERSHIP DONNA FRAMKE 01-35-000-72720	400.00
					<b>Total :</b>	<b>400.00</b>
185314	12/13/2019	010318 ADVOCATE CHRIST MEDICAL CNTR	121019		30 HEARTSAVER CPR/AED 01-19-020-73606	510.00
					<b>Total :</b>	<b>510.00</b>
185315	12/13/2019	014472 AERO RUBBER COMPANY, INC.	237678		SILICONE WRISTBANDS 01-14-000-73210	487.50
					<b>Total :</b>	<b>487.50</b>
185316	12/13/2019	011466 ALBERTSONS/SAFEWAY	434756-120319-3165		****0415 WATER,COOKIE TRAY,BRC 01-14-000-73115	28.48
			726800-112519-3165		**** 0415 WATER 01-14-000-73115	5.00
					01-26-023-73115	5.00
					01-33-300-73115	5.00
					01-33-310-73115	5.00
					01-26-025-73115	20.00
			801770-112119-3165		**** 0415 YOGURT 01-12-000-72220	26.97
					<b>Total :</b>	<b>95.45</b>
185317	12/13/2019	018219 AXON ENTERPRISE, INC.	SI-1626509		TASER MAGAZINE 01-17-220-73760	1,650.00
			SI-1626540	VTP-017519	TASER MAGAZINES	
				VTP-017520	01-17-220-73600	1,030.00
					<b>Total :</b>	<b>2,680.00</b>



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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>
185318	12/13/2019	003166 B & J TOWING AND AUTO REPAIR	0016354		TRUCK SAFETY INSPECTIONS	
					01-26-023-72266	84.00
					60-00-000-72266	30.10
					63-00-000-72266	30.10
					64-00-000-72266	25.80
					<b>Total :</b>	<b>170.00</b>
185319	12/13/2019	010953 BATTERIES PLUS - 277	P21959646		BATTERY	
					14-00-000-74150	140.00
					<b>Total :</b>	<b>140.00</b>
185320	12/13/2019	018807 BAXTER & WOODMAN INC	0209984		#180656.60 WATER MAIN IMPROVE	
					62-00-000-75705	14,548.30
					<b>Total :</b>	<b>14,548.30</b>
185321	12/13/2019	012511 BEST BUY BUSINESS ADVANTAGE	4195600		ADAPTERS	
			4195601		01-16-000-72565	65.98
					MDP-HDMI SC	
					01-16-000-72565	33.99
					<b>Total :</b>	<b>99.97</b>
185322	12/13/2019	002974 BETTENHAUSEN CONSTRUCTION SERV	190188		HAULING LEAVES/SWEEPINGS	
					60-00-000-73681	264.60
					63-00-000-73681	29.40
					64-00-000-73681	126.00
					01-26-023-72890	180.00
			190189		HAULING STONES	
					01-26-023-73860	60.00
					70-00-000-73860	20.00
					60-00-000-73860	75.60
					63-00-000-73860	8.40
					64-00-000-73860	36.00
			190192		HAULING BROKEN ASPHALT	
					01-26-023-72890	165.00
					60-00-000-73681	242.55
					63-00-000-73681	26.95
					64-00-000-73681	115.50

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
185322	12/13/2019	002974	BETTENHAUSEN CONSTRUCTION SERV (Continued) 190193		HAULING BROKEN ASPHALT 01-26-023-72890 60-00-000-73681 63-00-000-73681 64-00-000-73681	225.00 330.75 36.75 157.50 <b>Total : 2,100.00</b>
185323	12/13/2019	003337	CALIBRE PRESS INC.	77523	ACTIVE THREAT INCIDENTS PATRIK 01-17-220-72140	359.00 <b>Total : 359.00</b>
185324	12/13/2019	003396	CASE LOTS INC	1063	TOWELS,TOILET PAPER 01-26-025-73580	307.20 <b>Total : 307.20</b>
185325	12/13/2019	003229	CED/EFENGEE	5025-529082 5025-529164	PHIL 01-26-025-73570 PHIL 01-26-025-73570	24.93 18.70 <b>Total : 43.63</b>
185326	12/13/2019	015199	CHICAGO PARTS & SOUNDS LLC	2J0001739	VTP-017500 EMERGENCY LIGHTS INSTALLED M 01-21-000-72540	6,988.48 <b>Total : 6,988.48</b>
185327	12/13/2019	017349	CHICAGO STREET CCDD, LLC	18536 18566	DUMP FEE 11/20/19 & 11/21/19 01-26-023-72890 DUMP FEE 11/26/19 01-26-023-72890	350.00 280.00 <b>Total : 630.00</b>
185328	12/13/2019	014645	CHRISTY WEBBER LANDSCAPES	71890	7946 LANDSCAPE BEDS MAINT NO 01-26-023-72881	19,670.04 <b>Total : 19,670.04</b>
185329	12/13/2019	012917	COLLEGE OF DUPAGE	10787	#1591512 RONALD FUGGER 4/1/19- 01-17-220-72140	40.00

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185329	12/13/2019	012917	012917 COLLEGE OF DUPAGE		(Continued)	<b>Total : 40.00</b>
185330	12/13/2019	017298	COMCAST BUSINESS	92346808	ACCT#930890410 12/1/19-12/31/19 01-14-000-72125	1,145.05 <b>Total : 1,145.05</b>
185331	12/13/2019	012057	COMCAST CABLE	8771401810296319	ACCT#8771401810296319 12/8/19-1 01-14-000-72125	231.85 <b>Total : 231.85</b>
185332	12/13/2019	012410	CONSERV FS, INC.	66033526	E-Z REACHER 01-26-023-73410	76.00 <b>Total : 76.00</b>
185333	12/13/2019	012826	CONSTELLATION NEWENERGY, INC.	16221249001	ACCT#8061886 UTIL#6771163043 # 01-26-024-72510	3,454.87 <b>Total : 3,454.87</b>
185334	12/13/2019	018234	CORE & MAIN LP	L625161	SMARTPOINT TOUCHCOUPLER 60-00-000-74175 64-00-000-74175	819.00 351.00 <b>Total : 1,170.00</b>
185335	12/13/2019	016070	CR SCHMIDT INC.	3122	INSTALL ENGRAVD PVERS METRA 33-00-000-75610	600.00 <b>Total : 600.00</b>
185336	12/13/2019	003635	CROSSMARK PRINTING, INC	75841 76502 76833	OKTOBERFEST SENIOR CENTER C 01-41-056-72954 BANNERS 01-19-000-72310 01-19-020-72310 01-19-000-72310 01-19-020-72310 LOGO WINDOW CLINGS 01-14-000-73210	176.42 170.00 170.00 36.00 36.00 500.50 <b>Total : 1,088.92</b>

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185337	12/13/2019	014690 DARLING INGREDIENTS INC	10748395		CAVALLINI CAFE 6700 SO ST/SERV 01-26-025-72530	127.00
<b>Total :</b>						<b>127.00</b>
185338	12/13/2019	019044 DNA LABS INTERNATIONAL	19-1440B	VTP-017529	M-VAC SCREENING & ACCESSIONI 01-17-225-72750	3,980.00
<b>Total :</b>						<b>3,980.00</b>
185339	12/13/2019	003770 DUSTCATCHERS INC	68333		MATS/VH 01-26-025-72790	65.93
			68334		MATS/PD 01-26-025-72790	85.41
			68335		MATS/PW GARAGE 01-26-025-72790	99.08
<b>Total :</b>						<b>250.42</b>
185340	12/13/2019	017073 DYNEGY ENERGY SERVICES LLC	146561319121		ACCT# GMCTIN1000 ENERGY 10/25 64-00-000-72510	1,451.89
					60-00-000-72510	4,193.56
					63-00-000-72510	4,193.56
					60-00-000-72510	1,732.06
					63-00-000-72510	1,732.05
					64-00-000-72510	5,939.56
<b>Total :</b>						<b>19,242.68</b>
185341	12/13/2019	011176 ELEMENT GRAPHICS & DESIGN, INC	15462	VTP-017511	DECALS FOR THE NEW PICK UP TR 01-21-000-72540	487.63
<b>Total :</b>						<b>487.63</b>
185342	12/13/2019	004119 ETP LABS INC.	19-134189		COLIFORM SAMPLES 60-00-000-72865	451.22
					63-00-000-72865	193.38
<b>Total :</b>						<b>644.60</b>
185343	12/13/2019	004019 EVON'S TROPHIES & AWARDS	101019		CLOCK/SEAMAN 01-41-050-72928	191.40
<b>Total :</b>						<b>191.40</b>

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185344	12/13/2019	016212 F H PASCHEN, S N NIELSEN &	1550-354-1		11-082 VH COUNCIL CHAMBER HV/	
					30-00-000-75004	86,437.80
			1550-355-1		1550-355 VH MAIN OFFICE AREA H	
					30-00-000-75004	92,386.80
					<b>Total :</b>	<b>178,824.60</b>
185345	12/13/2019	015058 FLEETPRIDE	41134204		LAMP,PLUG,GROMMET	
			41338355		01-26-023-72530	223.30
					FILTER	
					60-00-000-72540	13.48
					63-00-000-72540	4.50
					64-00-000-72540	7.70
					<b>Total :</b>	<b>248.98</b>
185346	12/13/2019	012941 FMP	50-2644937		SPARK PLUGS	
			52-442168		01-17-205-72540	19.40
					CREDIT CALIPERS,BATTERY CORE	
					01-26-023-72540	-179.20
					01-19-000-72540	-24.50
			52-442877		UPPER INTAKE MANIFOLD GAS,SP.	
					01-17-205-72540	33.53
			52-443142		PART/CORE CHARGE	
					01-26-024-72540	152.53
			52-443276		UPPER INTAKE MANIFOLD GAS,SP.	
					01-17-205-72540	21.89
			52-443371		SENSOR	
					60-00-000-72540	93.24
					63-00-000-72540	31.08
					64-00-000-72540	53.28
					<b>Total :</b>	<b>201.25</b>
185347	12/13/2019	011611 FOX VALLEY FIRE & SAFETY CO.	IN00320401	VTP-017472	MONTHLY RADIO MAINTENANCE	
					14-00-000-72750	8,348.50
					<b>Total :</b>	<b>8,348.50</b>
185348	12/13/2019	004346 FRAME TECH, INC.	36416		WHEEL ALIGNMENT	
					01-17-205-72540	55.00

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185348	12/13/2019	004346 004346	FRAME TECH, INC.		(Continued)	<b>Total : 55.00</b>
185349	12/13/2019	002877	G. W. BERKHEIMER CO., INC.	562009	PANEL,STD-2,MTG RING SET	
				564363	01-26-025-72520	149.39
				571900	STD-2	65.40
				571902	01-26-025-72520	69.70
				859644	KPH-STD4-60	
					01-26-025-72520	55.68
					KP-STD2-650	
					01-26-025-72520	
					CREDIT INV#494737 POL D1	
					60-00-000-72528	-117.30
					63-00-000-72528	-117.30
					<b>Total :</b>	<b>105.57</b>
185350	12/13/2019	010419	GLOBAL EMERGENCY PRODUCTS, INC	AG73713	GAUGE	
					01-19-000-72540	301.62
					<b>Total :</b>	<b>301.62</b>
185351	12/13/2019	012902	GO PARTS INC.	170026	SNOW BLADES	
					01-26-023-72540	129.80
					60-00-000-72540	68.14
					63-00-000-72540	22.72
					64-00-000-72540	38.94
					01-26-024-72540	129.80
					<b>Total :</b>	<b>389.40</b>
185352	12/13/2019	004438	GRAINGER	9355074270	HAND CREAM	
					60-00-000-73110	13.09
					64-00-000-73110	5.61
				9364758962	CABLE STEP	
					01-21-000-72530	268.84
				9370675135	SEALED BEAM LAMP	
					01-21-000-72530	82.98
					<b>Total :</b>	<b>370.52</b>
185353	12/13/2019	015198	GREEN PROMOTING LLC	53519	PROMOTIONAL WATER BOTTLES	

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185353	12/13/2019	015198 GREEN PROMOTING LLC	(Continued)			
				VTP-017530	01-14-000-72974	717.38
				VTP-017530	01-35-000-73210	717.39
					<b>Total :</b>	<b>1,434.77</b>
185354	12/13/2019	004746 HEATHER'S HAUS FLORIST	240306		LILLY PLANT	
			240309		01-11-000-73110	59.00
					BOWS	
					01-26-023-73110	75.00
					<b>Total :</b>	<b>134.00</b>
185355	12/13/2019	015545 IMAGING SYSTEMS, INC.	SS191102924		<HR> - ONBASE CSS FOR HR - PH/	
				VTP-017414	01-12-000-72790	4,255.00
					<b>Total :</b>	<b>4,255.00</b>
185356	12/13/2019	005127 INGALLS OCCUPATIONAL MEDICINE	284672		BREATHALYZER NONDOT	
					01-19-000-72150	20.00
					<b>Total :</b>	<b>20.00</b>
185357	12/13/2019	005025 INTERNATIONAL CODE COUNCIL INC	1001123301		SPRINKLER REVW ROBERT THEIS	
					01-33-300-72844	550.00
					<b>Total :</b>	<b>550.00</b>
185358	12/13/2019	005186 INTERSTATE BATTERY SYSTEM	276833		BATTERY	
					60-00-000-72528	31.95
					63-00-000-72528	31.95
			276983		BATTERY	
					60-00-000-72528	17.48
					63-00-000-72528	17.47
					<b>Total :</b>	<b>98.85</b>
185359	12/13/2019	004875 IRMA	SALES0017968		NOV'19 DEDUCTIBLE	
					01-14-000-72541	12,503.08
					60-00-000-72541	1,732.85
					64-00-000-72541	742.65
					70-00-000-72541	3,762.22
					<b>Total :</b>	<b>18,740.80</b>

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185360	12/13/2019	005251 J AND R SALES AND SERVICE INC.	0330486		WEDGES,LOCK NUT,PARTS,CHAIN 01-26-023-73410	101.71
			0330578		CHAIN,HEARING PROTECTOR 01-26-023-73410	127.00
<b>Total :</b>						<b>228.71</b>
185361	12/13/2019	011762 JOHN BURNS CONSTRUCTION CO.	1	VTP-017525	LED STREET LIGHTING REPLACEM 30-00-000-75500	301,776.30
<b>Total :</b>						<b>301,776.30</b>
185362	12/13/2019	019287 KRISKO, JOHN	Ref001385426		UB Refund Cst #00507263 60-00-000-20599	20.17
<b>Total :</b>						<b>20.17</b>
185363	12/13/2019	016616 KURTZ AMBULANCE SERVICE INC.	10382		EMS SERVICE AGREEMENT 11/1/19 01-21-000-72856	36,477.83
<b>Total :</b>						<b>36,477.83</b>
185364	12/13/2019	012382 LEGENDS PHOTOGRAPHY	120919		SANTA PICTURES 12/7 & 12/8/19 65 01-35-000-72954	1,506.00
<b>Total :</b>						<b>1,506.00</b>
185365	12/13/2019	014190 LEHIGH HANSON	5791403		BED/BACKFILL 60-00-000-73860 63-00-000-73860 64-00-000-73860 01-26-023-73860 70-00-000-73860	196.21 21.80 93.44 155.72 51.91
<b>Total :</b>						<b>519.08</b>
185366	12/13/2019	012371 LIFE FITNESS	6322429		LABOR/TRIP CHARGE EQUIPMENT 01-19-000-72530	127.50
<b>Total :</b>						<b>127.50</b>
185367	12/13/2019	003440 M. COOPER WINSUPPLY CO.	S2059581.001		WHT BALL/CHALK, COUPLING 60-00-000-73630 63-00-000-73630 64-00-000-73630	26.66 2.96 12.70



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185367	12/13/2019	003440 M. COOPER WINSUPPLY CO.	(Continued) S2060072.001		CREDIT PARTS	
					60-00-000-73630	-26.66
					63-00-000-73630	-2.96
					64-00-000-73630	-12.70
			S2065675.001		PVC PIPE,PARTS,ADAPTER,VALVE	
					01-26-025-73630	273.53
					<b>Total :</b>	<b>273.53</b>
185368	12/13/2019	007100 M. E.SIMPSON COMPANY, INC	34439		LEAK LOCATION 88TH AV & BRKSIC	
					60-00-000-72513	475.00
					<b>Total :</b>	<b>475.00</b>
185369	12/13/2019	011800 MAC TOOLS DISTRIBUTOR	144428		RUBBER ERASER 3 PK	
					01-26-023-72540	59.99
					60-00-000-72540	31.50
					63-00-000-72540	10.50
					64-00-000-72540	18.00
					<b>Total :</b>	<b>119.99</b>
185370	12/13/2019	013969 MAP AUTOMOTIVE OF CHICAGO	40-537846		(5) BATTERIES AIR. OIL FILTERS ST	
			40-538851	VTP-017521	01-17-205-72540	1,003.15
					BATTERY	
					01-26-023-72540	114.35
					<b>Total :</b>	<b>1,117.50</b>
185371	12/13/2019	013078 MARKHAM ASPHALT COMPANY	20992		ASPHALT/183RD & 80TH AVE	
					01-26-023-73780	270.51
					<b>Total :</b>	<b>270.51</b>
185372	12/13/2019	012631 MASTER AUTO SUPPLY, LTD.	15030-79701		CREDIT DISC BRAKE CALIPER	
			15030-81031		01-17-205-72540	-133.79
			15030-81384		FUEL FILTER,OIL FILTER	
					01-17-205-72540	5.79
			15030-81503		PARTS	
					01-26-024-72540	2.20
					ROTOR,BRAKE PAD SET	

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185372	12/13/2019	012631	MASTER AUTO SUPPLY, LTD.	(Continued)		
					60-00-000-72540	81.49
					63-00-000-72540	27.16
					64-00-000-72540	46.56
					<b>Total :</b>	<b>29.41</b>
185373	12/13/2019	006087	MC DONALD DASH	INV2568169	PADLOCKS	
					01-26-025-73840	422.77
					<b>Total :</b>	<b>422.77</b>
185374	12/13/2019	005844	MCDONALD'S	113019	CELL MEALS NOV'19	
					01-17-220-72230	85.32
					<b>Total :</b>	<b>85.32</b>
185375	12/13/2019	005645	MEADE ELECTRIC COMPANY INC.	690575	TRAFFIC SIGNAL MAINT 171,173 OF	
				690636	01-26-024-72775	495.00
				690637	EMERG VEHICLE PREEMPTION 16; 01-26-024-72775	1,453.00
				690638	EMERG VEHICLE PREEMPTION 16; 01-26-024-72775	380.00
					EMERG VEHICLE PREEMPTION 80 01-26-024-72775	2,830.00
					<b>Total :</b>	<b>5,158.00</b>
185376	12/13/2019	006074	MENARDS	76916	7PC BALL SET INCH& METRIC ,HEX	
				76921	01-26-024-73410	15.67
				76923	INDOOR CORD 01-26-025-73112	19.05
				76926	GREAT STUFF 01-26-025-73410	12.14
					COUPLING,ADAPTER 60-00-000-73630	4.40
					63-00-000-73630	0.49
					64-00-000-73630	2.09
				76927	DRILL BIT,PARTS 01-26-025-72520	7.09
				76944	CLIPS,CORDS,ADAPTER,LED,REPL	

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185376	12/13/2019	006074	MENARDS			
			(Continued)			
			76990		01-19-000-73870 CABLE CLAMP,WIRE THIMBLES	117.82
			77000		01-26-025-73840 BOW,WRAP,CORDS,ROPE LIGHT,F	5.61
			77001		01-26-025-73112 2X4,SOCKET	262.82
			77007		01-26-025-73570 CREDIT TEXTURED 2X4	7.66
			77008		01-26-025-73570 RADAR	-3.69
			77011		01-26-025-73570 HOLE COVER,PUTTY,PULLOUT	4.58
			77023		01-26-025-73630 LED,SANTA,CORDS	96.38
			77046		01-19-000-73870 MULCH	124.87
			77047		01-26-024-73680 TAPE	30.24
			77077		01-26-025-73112 MULCH	9.88
			77123		01-26-024-73680 WLL TP,CRD,MGNT,ORNMNTL,STK	15.12
			77154		01-26-025-73112 ROPE LIGHTS,SNOWMEN,VALVE,TI	377.84
			77167		01-26-025-73112 NET LIGHTS,BOW,TAPE	335.16
			77174		01-26-025-73112 GFT WRP,CLPS,MGNTS,EDGLCK,S	67.87
			77177		01-26-025-73112 SANTA SNW,SPOT LIGHT,STRP,GF	266.71
			77183		01-26-025-73112 TIMER,TAPE	130.82
			77202		01-26-023-73410 CORD,ROPE SNOW FLAKES	20.46
			77238		01-26-025-73112 BLK TIES	90.97

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185376	12/13/2019	006074 MENARDS	(Continued)		01-26-025-73112	22.90
					<b>Total :</b>	<b>2,044.95</b>
185377	12/13/2019	012517 MERIDIAN IT INC	464970	VTP-017486	<IT> - EXPAND VIRTUAL ENVIRONM	11,834.00
			465030	VTP-017280	30-00-000-74126	975.00
			465113	VTP-017458	<IT> DR PROJECT - FLEXPOD INST	
					30-00-000-74126	975.00
					<IT> - ISE MIGRATION - PROF SRVC	
					30-00-000-74129	1,075.00
					<b>Total :</b>	<b>13,884.00</b>
185378	12/13/2019	018341 MESIROW INSURANCE SERVICES,INC	1095215		POLICY IHCD93934400 VILLOFT-02	5,616.00
					33-00-000-75907	
					<b>Total :</b>	<b>5,616.00</b>
185379	12/13/2019	005742 METRO POWER INC.	12653		7 EMERG GENERATOR,2 BATTERIE	
					60-00-000-72750	1,758.75
					63-00-000-72750	1,758.75
					64-00-000-72750	1,507.50
					60-00-000-72750	90.97
					63-00-000-72750	90.97
					64-00-000-72750	77.96
					<b>Total :</b>	<b>5,284.90</b>
185380	12/13/2019	014443 MURPHY & MILLER, INC	MC00007489		PREV MAINT METRA ST 18001 S 80	
			SVC00024226		01-26-025-72790	592.83
					LABOR / DEFECTIVE HEAT EXCHAN	
					01-26-025-72520	143.00
					<b>Total :</b>	<b>735.83</b>
185381	12/13/2019	015723 NICOR	06821610000		ACCT#06-82-16-1000 0 6640 167TH	
					60-00-000-72511	55.79
					63-00-000-72511	55.79
					64-00-000-72511	47.82
			09977410001		ACCT#09-97-74-1000 1 7801 W 1915	
					01-26-025-72511	376.80

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185381	12/13/2019	015723	015723 NICOR		(Continued)	<b>Total : 536.20</b>
185382	12/13/2019	019286	NOAH'S ARK ANIMAL WORKSHOP INC	1329	STUFFED ANIMALS / HOLIDAY MAR 01-35-000-72954	426.44 <b>Total : 426.44</b>
185383	12/13/2019	006178	NORMAN'S		COSTUME CLEANING 01-35-000-72954	15.00
					COSTUME CLEANING 01-35-000-72954	204.00
					BUNTING CLEANING 01-26-025-72520	82.00
					<b>Total :</b>	<b>301.00</b>
185384	12/13/2019	019225	NORTHERN ILLINOIS CRITICAL	112320191	GROUP CRISIS INTERVENTION TR 01-21-210-72140	200.00 <b>Total : 200.00</b>
				VTP-017431		
185385	12/13/2019	013034	NOTARY PUBLIC ASSOC.	121119	NOTARY STAMP BARBARA BALCZE 01-33-000-72720	20.85
				121119.	NOTARY STAMP PAULA WAGENER 01-12-000-72720	20.85
					<b>Total :</b>	<b>41.70</b>
185386	12/13/2019	010135	ONSITE COMMUNICATIONS USA, INC	49856	FS3 PROJECT POWER SUPPLY 30-00-000-74150	11,700.00 <b>Total : 11,700.00</b>
185387	12/13/2019	006475	PARK ACE HARDWARE	035791/2	#891432 CARWASH CLNR,WEATHE 01-26-023-73840	12.37
				035794/2	#9404 WATER,TOILET PAPER 01-19-000-73580	42.93
				062239/1	TAPE 01-26-023-73410	16.79
				062271/1	#891432 PLIERS 01-26-023-73410	21.74
				062442/1	#891431 CLAMPS 60-00-000-73630	15.64

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185387	12/13/2019	006475	PARK ACE HARDWARE		(Continued)	
					64-00-000-73630	7.45
					63-00-000-73630	1.74
			062501/1		#89143 FASTENERS	
					01-26-024-73570	3.20
			062511/1		#891431 DUST PAN,SCREWDRIVEF	
					60-00-000-73410	10.82
					63-00-000-73410	1.21
					64-00-000-73410	5.15
			062512/1		#891431 CREDIT CLAMPS	
					60-00-000-73630	-8.42
					63-00-000-73630	-0.94
					64-00-000-73630	-4.01
			062519/1		#9404 EXCHANGE LP TANK	
					01-19-000-73540	79.96
			062521/1		#9404 CORD EXT,OUTLET STRIP,AI	
					01-19-000-73870	38.34
			062523/1		#891431 SUMP PUMP/ SLEEVE,COF	
					60-00-000-72528	54.00
					63-00-000-72528	54.00
			062526/1		ROPE,LINK CHAIN QUICK	
					01-26-023-73410	79.75
			062540/1		#891431 TOILET SEAL	
					60-00-000-72528	3.60
					63-00-000-72528	3.59
			062541/1		#891431 CREDIT SUMP PUMP	
					60-00-000-72528	-40.00
					63-00-000-72528	-39.99
			062559/1		KEY	
					01-26-023-73840	10.35
			062560/1		#891432 RULE TAPE	
					01-26-023-73410	15.99
					<b>Total :</b>	<b>385.26</b>
185388	12/13/2019	006597	PITNEY BOWES PURCHASE POWER	8000900001076300	ACCT#8000-9000-0107-6300 POSTA	
					01-33-300-72110	324.90
					01-17-217-72110	19.55

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185388	12/13/2019	006597 PITNEY BOWES PURCHASE POWER	(Continued)		01-21-000-72110	2.50
					14-00-000-72110	60.85
					01-19-000-72110	108.75
					01-35-000-72110	150.75
					06-00-000-72110	3.00
					01-41-050-72110	19.50
					60-00-000-72110	509.57
					64-00-000-72110	218.38
					01-14-000-72110	1,066.62
					01-41-046-72110	14.50
					01-41-056-72110	319.50
					01-13-000-72110	215.05
					01-33-310-72110	60.70
					01-41-040-72110	205.88
					<b>Total :</b>	<b>3,300.00</b>
185389	12/13/2019	019285 PLUMBING CONTRACTORS ASSOC OF	120519		GENE LODE STATE PLUMBNG COD	
					01-33-300-72140	50.00
					<b>Total :</b>	<b>50.00</b>
185390	12/13/2019	006780 POMP'S TIRE SERVICE, INC	310148626.		TIRES FOR TOWER48, T46,E49,TO\	
				VTP-017269	01-19-000-72570	0.40
					<b>Total :</b>	<b>0.40</b>
185391	12/13/2019	013587 PROSHRED SECURITY	100137738		SHREDDING	
					01-17-205-72750	160.00
					<b>Total :</b>	<b>160.00</b>
185392	12/13/2019	006850 QUILL CORPORATION	3009103		COPY PAPER,CARD STOCK	
					01-35-000-73110	36.62
					<b>Total :</b>	<b>36.62</b>
185393	12/13/2019	018454 R.C.WEGMAN CONSTRUCTION CO	7		CONST OF FIRE STATION 2/47 11/1/	
				VTP-017027	33-00-000-75907	459,014.00
					<b>Total :</b>	<b>459,014.00</b>

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185394	12/13/2019	014412 RAINS, SCOTT	121019		REIM. EXP.YAMBO'S DOG FOOD 01-17-220-72240	54.99
					<b>Total :</b>	<b>54.99</b>
185395	12/13/2019	006361 RAY O' HERRON CO INC	1952970-IN		7TS ALS L3, STX BW RH 01-17-205-73610	141.99
			1962831-IN		SAFETY WAND 01-21-000-73610	34.95
					<b>Total :</b>	<b>176.94</b>
185396	12/13/2019	017584 RELADYNE	1252528-IN		AFL API CERT DEF DR 01-26-023-72540	185.00
					<b>Total :</b>	<b>185.00</b>
185397	12/13/2019	006874 ROBINSON ENGINEERING CO. LTD.	19110562		#08-562.TP NBIS PROGRAM MANA( ) 01-26-023-72840	5,434.25
					<b>Total :</b>	<b>5,434.25</b>
185398	12/13/2019	013079 ROYAL PUBLISHING, INC.	7976240		PAGE AD 01-11-000-72790	150.00
					<b>Total :</b>	<b>150.00</b>
185399	12/13/2019	007629 SAM'S CLUB DIRECT	3909		COFFEE,SNACK PACK VARIETY,CC 01-26-025-73115	53.88
					01-26-023-73115	52.50
			528		TEA,CUTLERY,STORAGE BAGS,PL 01-41-056-72937	108.71
			5937		SNACKS 01-14-000-73115	31.94
			6098		WATER 60-00-000-73115	8.89
					64-00-000-73115	3.81
					01-26-023-73115	12.70
					01-26-024-73115	6.36
			6639		VENDING MACHINE SUPPLIES 01-14-000-73115	217.36
					<b>Total :</b>	<b>496.15</b>



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185400	12/13/2019	007453 SERVICE SANITATION, INC.	7834647		PORTABLE RESTROOM,HAND SAN 01-35-000-72954	525.00
			7853360	VTP-016993	SERV CONTRACTS FIREMAN CENT 01-19-000-72750	153.04
<b>Total :</b>						<b>678.04</b>
185401	12/13/2019	013043 SITE DESIGN GROUP, LTD.	7482ph2-29		LANDSCAPE MANAGEMENT 10/27/19-11/23/19 01-26-023-72847	352.50
			7698-49		NATURAL AREAS MAINT 10/27/19-11/23/19 01-26-023-72847	3,181.80
			7946-31		MOWING 01-26-023-72847	1,813.15
			7955-19		IRRIGATION MAINT 10/27/19-11/23/19 01-26-023-72847	1,540.00
			8081-22		DOWNTOWN PLANTERS 10/27/19-11/23/19 01-26-023-72847	3,107.50
			8322-15		FAIRFIELD GLEN RESTORATION 10/27/19-11/23/19 30-00-000-73681	1,312.50
			8323-16		APPLE POND DREDGING & RESTORATION 10/27/19-11/23/19 30-00-000-73681	1,808.75
			8498-11		SUBURBAN TREE CONSORTIUM 10/27/19-11/23/19 01-26-023-72847	6,629.06
<b>Total :</b>						<b>19,745.26</b>
185402	12/13/2019	013109 SO. SUBURBAN ENVIR. HEALTH CL	121019		MEMBERSHIP/MALVI SHAH 01-33-300-72720	235.00
			121019.		MEMBERSHIP JIM CALOMINO 01-33-300-72720	235.00
			121019..		MEMBERSHIP KEN KARCZEWSKI 01-33-300-72720	235.00
<b>Total :</b>						<b>705.00</b>
185403	12/13/2019	011105 SOUTHWEST MAJOR CASE UNIT	120519		MEMBERSHIP 2020 TINLEY PARK P 01-17-225-72720	750.00
<b>Total :</b>						<b>750.00</b>
185404	12/13/2019	017891 STAMBAUGH, KYLE	121119		PER DIEM: MEALS LEGALLY JUSTIFIED	

**vchlist**  
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**Voucher List**  
**Village of Tinley Park**

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**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>
185404	12/13/2019	017891 STAMBAUGH, KYLE	(Continued)		01-17-220-72140	15.00
					<b>Total :</b>	<b>15.00</b>
185405	12/13/2019	012238 STAPLES BUSINESS ADVANTAGE	3432539265		CALENDAR,PENS,GLOVES,TAB DIV 01-17-205-73110	142.23
					<b>Total :</b>	<b>142.23</b>
185406	12/13/2019	015452 STEINER ELECTRIC COMPANY	S006517071.001		LAMP 01-26-024-73570	160.80
					<b>Total :</b>	<b>160.80</b>
185407	12/13/2019	014793 STS TOWING	7778		FLATBED TOW 60-00-000-72540 63-00-000-72540 64-00-000-72540	26.25 8.75 15.00
					<b>Total :</b>	<b>50.00</b>
185408	12/13/2019	007438 SUB TRAILER HITCH, INC.	12822		HITCH, LONG PIN 01-26-023-72540	34.90
					<b>Total :</b>	<b>34.90</b>
185409	12/13/2019	007297 SUTTON FORD INC./FLEET SALES	494900		PUMP ASY,GASKETS,SEAL ASY,BO 01-17-205-72540	234.99
			494909		CONVERTER ASY,GASKET 01-17-205-72540	341.11
			495021		KIT-JET 01-26-023-72540	17.12
			495133		BRACKETS 01-17-205-72540	69.31
					<b>Total :</b>	<b>662.53</b>
185410	12/13/2019	000645 TED'S GREENHOUSE INC	518406		DT PLANTERS/WINTER CONTAINER 01-26-023-72881	13,691.09
					<b>Total :</b>	<b>13,691.09</b>
185411	12/13/2019	007886 THEODORE POLYGRAPH SERVICE	6876		POLY EXAM DANIEL VALLEY 01-41-040-72846	175.00

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**Voucher List**  
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**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>
185411	12/13/2019	007886	007886 THEODORE POLYGRAPH SERVICE (Continued)			<b>Total : 175.00</b>
185412	12/13/2019	007717	THIRD DISTRICT FIRE CHIEF ASSN	4242	MABAS 24 INITIAL BOX ALARM DISI 01-19-000-73870	125.00 <b>Total : 125.00</b>
185413	12/13/2019	007777	THOMPSON ELEVATOR INSPECTION	19-3731	92 ROUTINE CODE INSPECTIONS & 01-33-300-72853	3,496.00 <b>Total : 3,496.00</b>
185414	12/13/2019	014854	THOMSON REUTERS-WEST PYMNT CTF 841419169		WEST INFO 11/1/19-11/30/19 01-17-225-72852	194.12 <b>Total : 194.12</b>
185415	12/13/2019	004490	TINLEY PARK POLICE DEPT	120919	PETTY CASH/PARKING,REFRESHM 01-17-205-72130 01-17-215-72220	101.00 49.02 <b>Total : 150.02</b>
185416	12/13/2019	012187	TOTAL AUTOMATION CONCEPTS, INC	C006283	VTP-017285 AUTOMATION SERVICE AGREEME 01-26-025-72790	13,806.00 <b>Total : 13,806.00</b>
185417	12/13/2019	007930	TRANS UNION	11900370	BASIC SERV,SUMMARY,CRD REPC 01-17-225-72852	272.08 <b>Total : 272.08</b>
185418	12/13/2019	004106	TYLER TECHNOLOGIES, INC	045-284762	VTP-016786 VTP-016786 EXECUTIME LICENSE INCREASE 30-00-000-74139 60-00-000-74139	240.00 80.00 <b>Total : 320.00</b>
185419	12/13/2019	008040	UNDERGROUND PIPE & VALVE CO	040118	PUSH CL52 60-00-000-73630 63-00-000-73630 64-00-000-73630	241.45 26.82 114.98
				040119	PIPE 60-00-000-73630	516.81

**vchlist**  
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**Voucher List**  
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**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>
185419	12/13/2019	008040 UNDERGROUND PIPE & VALVE CO	(Continued)		63-00-000-73630	57.42
					64-00-000-73630	246.11
					<b>Total :</b>	<b>1,203.59</b>
185420	12/13/2019	011904 UPS	0000626634499		SHIPPER #626634	
					01-17-205-72110	4.98
					<b>Total :</b>	<b>4.98</b>
185421	12/13/2019	008085 VERMEER MIDWEST/VERMEER IL	PE3983		CABINET,KNIFE	
					01-26-023-72530	317.32
					<b>Total :</b>	<b>317.32</b>
185422	12/13/2019	012368 VISION INTEGRATED GRAPHICS,LLC	532441		3,019 LICENSE RENEWAL NOTICES	
					01-13-000-72310	1,115.18
					<b>Total :</b>	<b>1,115.18</b>
185423	12/13/2019	008363 WALL STREET JOURNAL	040495912360		ACCT#040495912360 SUBSCRIPTIC	
					01-15-000-72720	539.88
					<b>Total :</b>	<b>539.88</b>
185424	12/13/2019	011055 WARREN OIL CO.	W1273019		N.L. GAS USED 11/12/19-11/27/19	
					01-17-205-73530	7,249.31
					01-19-000-73530	307.85
					01-19-020-73530	120.81
					01-21-000-73530	199.10
					60-00-000-73530	610.96
					63-00-000-73530	152.74
					64-00-000-73530	327.30
					01-26-023-73530	870.95
					01-26-024-73530	522.76
					01-33-300-73530	202.26
					01-12-000-73530	131.68
					01-14-000-73532	64.06
					14-00-000-73530	35.98
					01-53-000-73530	198.71
					01-42-000-73530	180.12

**vchlist**  
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**Voucher List**  
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**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>
185424	12/13/2019	011055 WARREN OIL CO.	(Continued) W1273026		DIESEL USED 11/12/19-11/27/19 01-19-000-73545 60-00-000-73545 63-00-000-73545 64-00-000-73545 01-26-023-73545 01-26-024-73545 01-14-000-73531	1,119.07 307.42 76.85 164.69 1,956.07 309.78 4,219.82 <b>Total : 19,328.29</b>
185425	12/13/2019	008342 WHOLESale DIRECT, INC.	000242922		600 LED BRK TAIL TURN RED 01-26-023-72530	169.93 <b>Total : 169.93</b>
185426	12/13/2019	012034 WITMER PUBLIC SAFETY GROUP,INC	EI905158		STREAMLIGHT SURVIVOR ALKALIN 01-19-000-73410	299.64 <b>Total : 299.64</b>
185427	12/13/2019	008636 ZETTLEMEIER'S BAKERY	0234869		60 CUPCAKES 01-41-056-72937	119.40 <b>Total : 119.40</b>
<b>117 Vouchers for bank code : apbank</b>						<b>Bank total : 1,233,428.38</b>

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**Voucher List**  
**Village of Tinley Park**

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**Bank code :** ipmq

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
2584	12/10/2019	018837	INSURANCE PROGRAM MANAGERS GR	190912W021-1	PAYEE-ALIGN NETWORKS INC 01-14-000-72542	264.99 <b>Total : 264.99</b>
2585	12/10/2019	018837	INSURANCE PROGRAM MANAGERS GR	190912W021-2	PAYEE-ALIGN NETWORKS INC 01-14-000-72542	298.89 <b>Total : 298.89</b>
2586	12/10/2019	018837	INSURANCE PROGRAM MANAGERS GR	190912W021-3	PAYEE-ALIGN NETWORKS INC 01-14-000-72542	342.61 <b>Total : 342.61</b>
2587	12/10/2019	018837	INSURANCE PROGRAM MANAGERS GR	190912W021-4	PAYEE-ALIGN NETWORKS INC 01-14-000-72542	298.89 <b>Total : 298.89</b>
2588	12/10/2019	018837	INSURANCE PROGRAM MANAGERS GR	190912W021--5	PAYEE-TODD SWARTZENTRUBER 01-14-000-72542	685.44 <b>Total : 685.44</b>
2589	12/10/2019	018837	INSURANCE PROGRAM MANAGERS GR	190626W003	PAYEE-VISSER COLLISION 01-14-000-72542	3,361.88 <b>Total : 3,361.88</b>
2590	12/10/2019	018837	INSURANCE PROGRAM MANAGERS GR	190912W-021-6	PAYEE-ALPHA REVIEW CORPORAT 01-14-000-72542	6.75 <b>Total : 6.75</b>
<b>7 Vouchers for bank code :</b> ipmq						<b>Bank total : 5,259.45</b>
<b>125 Vouchers in this report</b>						<b>Total vouchers : 1,239,495.83</b>

**vchlist**  
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**Voucher List**  
**Village of Tinley Park**

**Bank code :** ipmq

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
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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:** December 17, 2019

**To:** Mayor and Board of Trustees  
Dave Niemeyer, Village Manager

**From:** Daniel Ritter, AICP  
Senior Planner

**Subject:** Recommendation to for Comprehensive Fee Schedule with Fee Increases

## Fee Background

Upon reviewing the appropriateness and adequacy of numerous Village fees, staff from different departments identified several commercial or development-related fees that were comparatively low in comparison with comparable communities. Staff looked at creating adequate fee levels that cover appropriate costs for new projects. Most of the fees have not been updated in over 10-20 years. Typically, fees should be reviewed every few years to ensure they remain in line with the market. However, due to the time that has passed since the last updates, fees are not only low but many do not cover a standard level of “hard” or “up-front” costs associated with the request.

For any fee, there is a policy decision to be made as to how much of the total cost of a project is covered by the fee. Traditionally, municipalities (including Tinley Park) have not sought to charge an applicant all of the costs related to development projects because the review of projects is an appropriate use of the General Fund. It is assumed that projects performed for a fee, will result in work that will increase property values for the subject property and quality-of-life for residents. Most fees are usually set with the goal of covering any “hard” or “up-front” costs related to projects (postage, mailings, paper, third-party consultant fees, etc.) so that the Village’s general fund is protected from incurring any costs from private projects that can potentially end up incomplete or abandoned. Due to decreasing revenue sources, many communities have begun to adopt a policy requiring that private development projects pay all associated costs related with their project, so that existing residents are not subsidizing any portion of private projects.

The proposed fee increases are primarily those that are assessed for new development projects and events (commercial and residential). The only increases to residential-related fees are for Residential Variation requests and to establish a minimum fee of \$50 for all building permits to cover basic administrative and review costs. The majority of proposed increases are associated with public hearings, plan reviews, commercial building permits, new residential construction, new utility connections, and private use of Fire Department personnel; it is expected that the cost for private use of Police Department personnel will also be increased in the near future. These fees are currently being subsidized by the general fund at a high level.

Surrounding communities were included in the analysis for each fee to best understand where each proposed fee falls in comparison with our neighboring communities. For many fees, Tinley Park is currently the lowest. These comparisons indicate that there is room to cover a greater amount of the upfront costs and protect the general fund, while also ensuring that Tinley Park remains competitive with other developing communities. Staff’s recommendation is either set at the average or slightly below average fee level compared to our neighboring communities to prevent large increases and to allow a more gradual increase over time. The proposed fee levels also ensure that Tinley Park remains a competitive and attractive community for developers and businesses to operate.

The proposed fee increases were discussed and approved at individual Committees (Community Development, Public Works, and Public Safety) and comprehensively at the October 1, 2019 Committee of the Whole meeting. Staff was directed to look into possibly limiting the increase to the new construction residential permit. Staff revised these fees from being the same amount as commercial construction, to now be the same level as other residential permits. For a 2,000 square foot single-family home with an estimated construction value of \$279,000, the average building permit cost is now



approximately \$1,654, compared to \$2,192 under the previously proposed fee level. Currently the permit fee is \$550 for each new residential unit.

#### Comprehensive Fee Schedule

While reviewing the fee levels, staff also encountered an issue that Village fees are scattered in many different codes and ordinances. This not only makes it very difficult for customers (residents, property owners, developers, contractors, etc.) to know where to find specific fee information but also makes it difficult to enforce or update fees comprehensively.

To enhance staff efficiency and increase customer service, staff is recommending that a Comprehensive Fee Schedule be developed in the Code of Ordinances. The Fee Schedule will list all fees charged by the Village. In addition to simplifying the process, the changes will make any future amendments easier to complete. The proposed fee schedule does not currently have business license, liquor license or water rates. As those fees are updated in the near future, they are expected to be brought into the comprehensive fee schedule.

The Plan Commission reviewed the removal of fees from the Zoning Code and unanimously recommended approval of those changes. Staff was directed at the October 1, 2019 Committee of the Whole meeting to draft the appropriate text amendments.

#### Overall

Staff has now drafted the appropriate fee text amendments and new comprehensive fee schedule. The new comprehensive fee schedule will be located in the Code of Ordinances, Table of Special Ordinances, Table XI. The fee increases are proposed to become effective on March 1, 2020 to allow time for implementation, but will not be applied to any projects that have already submitted their applications prior to that date.

#### Recommendation

Proceed to a final reading of the text amendments as drafted by Village staff and reviewed by the Village Attorney.



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

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**ORDINANCE**  
**NO. 2019-O-081**

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**AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE VILLAGE OF  
TINLEY PARK CODE OF ORDINANCES, ZONING ORDINANCE,  
SUBDIVISION ORDINANCE, AND BUILDING CODE TO REFERENCE THE  
ESTABLISHMENT OF TABLE XI IN THE TABLE OF ORDINANCES  
PERTAINING TO A COMPREHENSIVE FEE SCHEDULE**

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**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**

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**ORDINANCE NO. 2019-O-081****AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE VILLAGE OF TINLEY PARK CODE OF ORDINANCES, ZONING ORDINANCE, SUBDIVISION ORDINANCE, AND BUILDING CODE TO REFERENCE THE ESTABLISHMENT OF TABLE XI IN THE TABLE OF ORDINANCES PERTAINING TO A COMPREHENSIVE FEE SCHEDULE**

**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”) in an effort to promote greater transparency and to provide easier access to information pertaining to the various administrative fees and charges imposed, the Village has compiled Table XI entitled “Comprehensive Fee Schedule,” to added to the Table of Special Ordinances (“Fee Schedule”), attached hereto as Exhibit 1; and

**WHEREAS**, the Village also desires to amend various sections of the Village’s Code of Ordinances, Zoning Ordinance, Subdivision Ordinance, and Building Code to adequately reference and reflect said Fee Schedule (“Amendments”); and

**WHEREAS**, said Fee Schedule provides code section references, fee types, and fee and charge amounts (“Costs”) for Administrative, Marketing/Events, Fire, Building, Zoning, and Public Works Costs but excludes liquor code references, water rate charges, and police fines; 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 Fee Schedule be added to the Table of Special Ordinances as Table XI, “Comprehensive Fee Schedule” along with said Amendments; and

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

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

**SECTION 2:** That the Code of Ordinances of the Village of Tinley Park be hereby amended by deleting the following strikethrough language and adding the following underlined language as follows:

[See attached as Exhibit 1]

**SECTION 3:** That the Zoning Ordinance of the Village of Tinley Park be hereby amended by deleting the following strikethrough language and adding the following underlined language as follows:

[See attached as Exhibit 2]

**SECTION 4:** That the Subdivision Ordinance of the Village of Tinley Park be hereby amended by deleting the following strikethrough language and adding the following underlined language as follows:

[See attached as Exhibit 3]

**SECTION 5:** That the Building Code of the Village of Tinley Park be hereby amended by deleting the following strikethrough language and adding the following underlined language as follows:

[See attached as Exhibit 4]

**SECTION 6:** That the Table of Special Ordinances is hereby amended to include Table XI entitled "COMPREHENSIVE FEE SCHEDULE," as follows:

[See attached as Exhibit 5]

**SECTION 7:** 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 8:** That this Ordinance shall be in full force and effect from and after its adoption and approval.

**SECTION 9:** 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 17<sup>th</sup> day of December, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 17<sup>th</sup> day of December, 2019.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2019-O-081, “AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE VILLAGE OF TINLEY PARK CODE OF ORDINANCES, ZONING ORDINANCE, SUBDIVISION ORDINANCE, AND BUILDING CODE TO REFERENCE THE ESTABLISHMENT OF TABLE XI IN THE TABLE OF ORDINANCES PERTAINING TO A COMPREHENSIVE FEE SCHEDULE,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 17, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17<sup>th</sup> day of December, 2019.

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

**EXHIBIT 1**  
**CODE OF ORDINANCES AMENDMENTS**

**EXHIBIT 2**  
**ZONING ORDINANCE AMENDMENTS**



**EXHIBIT 3**  
**SUBDIVISION ORDINANCE AMENDMENTS**

**EXHIBIT 4**  
**BUILDING CODE AMENDMENTS**

**EXHIBIT 5**

**TABLE XI: COMPREHENSIVE FEE SCHEDULE**

TABLE OF SPECIAL ORDINANCES  
TABLE XI: COMPREHENSIVE FEE SCHEDULE

SECTION:

Purpose

- I-XI-I: Administrative
- I-XI-II Marketing / Events
- I-XI-III Fire
- I-XI-IV Building
- I-XI-V Zoning
- I-XI-VI Public Works

<b>Purpose: The purpose of this Table is to include all Village fees and charges in one schedule for the ease of application and understanding by Village personnel and the public.</b>		
<b>I-XI-I: Administrative</b>		
CODE SECTION	FEE TYPE	FEE AMOUNT
Title III - Chapter 31.024.(A).(5)	Clerk Record Copies	\$1 + material cost or as permitted by federal or state laws
Title III - Chapter 31.025.(B)	Issue of affidavit, license forms, plates, badges, and emblems.	\$0.50 per copy issuance
Title III - Chapter 36.05	Returned Check - Nonsufficient Funds	\$25
Title III 42.06.(B) Title III 42.07.(E).(1)	Late Payment of Billed fees	1% of total per month or part of a month
Title III 42.10.(A)	Administrative Fee for Unpaid Judgements	75% per month or part of a month
<b>I-XI-II: Marketing / Events</b>		
CODE SECTION	FEE TYPE	FEE AMOUNT
Title IX 105.02	Special Event Permit	Based on cost of special Village serviced to be provided

Title IX 105.02	Private Use of Sworn Police Dept. Personnel	\$30 per person per hour
Title IX 105.02	Private Use of Event Traffic Control Personnel	\$18 per person per hour
Title IX 105.02	Private Use of Fire Dept. Personnel / Firewatch	\$75 per person per hour
Title IX 105.02	Private Use of Barricades and PW Personnel	\$35 per person per hour
Title IX 105.02	Garbage Pickup for Event	event organizer responsible or \$35 per hour
<b>I-XI-III: Fire</b>		
<b>CODE SECTION</b>	<b>FEE TYPE</b>	<b>FEE AMOUNT</b>
N/A	CPR Fees	\$45 per person
Comprehensive Building Code (2016-O-055) Chapter VII, Section 756	Pyrotechnic Fees / Special Effects	\$500 per event
Comprehensive Building Code (2016-O-055) Chapter XIII, Section 1300	Fire Protection / Sprinkler Permit Fee	\$50 + .50 per sprinkler head/nozzle
Comprehensive Building Code (2016-O-055) Chapter XIII, Section 1300	Fire Protection / Sprinkler Plan Review	20 devices or less - \$50 More than 20 devices - \$100
Comprehensive Building Code (2016-O-055) Chapter XIII, Section 1300	Fire Protection / Sprinkler Inspection	\$75 per inspection
Comprehensive Building Code (2016-O-055) Chapter XIII, Section 1300	Fire Alarm Permit	\$50
Comprehensive Building Code (2016-O-055) Chapter XIII, Section 1300	Fire Alarm Plan Review	20 devices or less - \$50 More than 20 devices - \$100

Comprehensive Building Code (2016-O-055) Chapter XIII, Section 1300	Fire Alarm Inspection	\$75
Comprehensive Building Code (2016-O-055) Chapter XIII, Section 1300	Fire alarm permit	\$50
Comprehensive Building Code (2016-O-055) Chapter XIII, Section 1300	New Construction / Life Safety/ Acceptance Testing	\$75 per inspection
Comprehensive Building Code (2016-O-055) Chapter XIII, Section 1300	New Construction / Life Safety Plan Review	\$100
Comprehensive Building Code (2016-O-055) Chapter XIII - Section 1300	Miscellaneous Inspections, Permits, or Services	All hazard evaluations, fire inspections, and associated permits shall cover all costs incurred by the Village. <i>All permits are a minimum of \$50.</i>
<b>I-XI-IV: Building</b>		
<b>CODE SECTION</b>	<b>FEE TYPE</b>	<b>FEE AMOUNT</b>
Comprehensive Building Code (2016-O-055) Chapter XIII - Section 1300	General Commercial Permits	\$100 (\$0 to \$6,000) \$150 (more than \$6,000 to \$24,000) \$200 (more than \$24,000 to \$30,000) \$200 + \$8/\$1,000 (\$30,000+)  *No inspection fees.
Comprehensive Building Code (2016-O-055) Chapter XIII - Section 1300	General Residential Permits	\$50 (\$0 to \$6,000) \$80 (more than \$6,000 to \$12,000) \$110 (more than \$12,000 to \$18,000) \$130 (more than \$18,000 to \$24,000) \$160 (more than \$24,000 to \$30,000) \$160 + \$6/\$1,000 (\$30,000+)  <i>+\$50 per inspection</i>

<p>Comprehensive Building Code (2016-O-055) Chapter XIII - Section 1300</p>	<p>New Residential Building Permits</p>	<p>\$50 (\$0 to \$6,000) \$80 (more than \$6,000 to \$12,000) \$110 (more than \$12,000 to \$18,000) \$130 (more than \$18,000 to \$24,000) \$160 (more than \$24,000 to \$30,000) \$160 + \$6/\$1,000 (\$30,000+)</p> <p><i>*No inspection or plan review fees charged. Fee is all inclusive of electrical, plumbing, and other building fees. Public Works and Engineering fees still apply.</i></p>
<p>Comprehensive Building Code (2016-O-055) Chapter XIII - Section 1300</p>	<p>Plan Review</p>	<p>All third party plan review fees and 5% of permit fee total</p> <p style="text-align: right;"><i>\$50 minimum</i></p>
<p>Comprehensive Building Code (2016-O-055) Chapter XIII - Section 1300</p>	<p>Building Inspection</p>	<p>\$50 per inspection \$100 per re-inspection</p>
<p>Comprehensive Building Code (2016-O-055) Chapter XIII - Section 1300</p>	<p>Certificate of Occupancy</p>	<p>\$50</p> <p>Condo Conversion Fee - \$50 per unit per building</p>
<p>Comprehensive Building Code (2016-O-055) Chapter XIII - Section 1300</p>	<p>Plumbing Fixtures</p>	<p>\$5 per each plumbing fixture</p> <p style="text-align: right;"><i>\$50 minimum</i></p>
<p>Comprehensive Building Code (2016-O-055) Chapter XIII - Section 1300</p>	<p>Swimming Pools</p>	<p>\$100 Above Ground \$200 In Ground Pool</p>
<p>Comprehensive Building Code (2016-O-055) Chapter XIII - Section 1300</p>	<p>Fences, Driveway, Deck, Shed, Porches &amp; Patios</p>	<p style="text-align: right;">\$50</p>
<p>Zoning Code Sec. IX.B.2 &amp; Comprehensive Building Code (2016-O-055) Chapter XIII - Section 1300</p>	<p>Permanent Signs</p>	<p>\$1 per square ft <i>\$50 minimum per sign +electrical fees</i></p>

Zoning Code Sec. IX.B.2 & Comprehensive Building Code (2016-O-055) Chapter XIII - Section 1300	Temporary Signs	\$50 per sign
Comprehensive Building Code (2016-O-055) Chapter XIII - Section 1300 and Title XV 150.03	Elevators, Escalators, and the like	Full cost of contractor or inspection company hired
Comprehensive Building Code (2016-O-055) Chapter XIII - Section 1300	Public Improvements Attorney Fee	Commensurate as charged by attorneys for any agreements or documents
Comprehensive Building Code Chapter XI - Section 1109	Lien Administrative Release Fee	\$50
Comprehensive Building Code (2016-O-055) Chapter XIII - Section 1300	Miscellaneous Inspections, Permits, or Services	All building inspections and associated permits shall cover all costs incurred by the Village <i>All permits are a minimum of \$50</i>
Comprehensive Building Code (2016-O-055) Chapter XIII - Section 1300	New Electrical Services	100 & 200 Amp - \$50 400 Amp - \$60 600 Amp - \$70 800 Amp - \$80 1200 Amp - \$120 1600 Amp - \$140 2000 Amp - \$160 3000 Amp - \$180 4000 Amp - \$225
Comprehensive Building Code (2016-O-055) Chapter XIII - Section 1300	Branch Circuits	0-50 - \$5 each 51+ - 2.50 each Branch circuit over 20 amps - \$8 each <i>Minimum \$50</i>
Comprehensive Building Code (2016-O-055) Chapter XIII - Section 1300	Motors - Commercial, Industrial and Multi-family	\$12 - 1st motor/appliance \$6 - each additional <i>Minimum \$50</i>
Comprehensive Building Code (2016-O-055) Chapter XIII - Section 1300	Electrical Lamp Posts	\$10 per pole <i>Minimum of \$50</i>



Comprehensive Building Code (2016-O-055) Chapter XIII - Section 1300	Lawn & Sprinklers	\$50
Comprehensive Building Code (2016-O-055) Chapter XIII - Section 1300	Fireplace and Firepits	\$50
Comprehensive Building Code (2016-O-055) Chapter XIII - Section 1300	Residential HVAC	\$50 per unit
Comprehensive Building Code (2016-O-055) Chapter XIII - Section 1300	Commercial HVAC	\$75 per unit
Comprehensive Building Code (2016-O-055) Chapter XIII - Section 1300	Attached & Detach Garages	\$125
Comprehensive Building Code (2016-O-055) Chapter XIII - Section 1300	Documents Requiring Recording with County Recorder of Deeds	\$50
Comprehensive Building Code (2016-O-055) Chapter XIII - Section 1300	Penalties for work without permit or inspections	Double the applicable fee or fees
Title IX 106.05	Small Cell Antenna	\$650 Application \$350 per small wireless facility \$1,000 per small wireless facility requiring installation of new utility pole
Title IX 103.04	Construction of Utility Facilities in Public ROW Permit Fee	\$100
Comprehensive Building Code (2016-O-055) Chapter XIII - Section 1300-D	Grading Deposit for Conditional C/O	\$500 deposit per single family home \$250 per townhouse \$100 per condo unit
Title XV 156.02	Residential Impact Fees	Per Unit: Water Construction Fund - \$300 Sewer Construction Fund - \$100 Elementary School Dist. - \$200 High School Dist. - \$100

		TP Volunteer Fire Dept. - \$100 TP Board of Library Directors - \$100 TP Park District - \$125 ESDA Siren System - \$15 <i>Total of \$1,040 per unit</i>  <i>*Or per applicable Annexation/Development Agreement</i>
Title XV 156.03	Non-Residential Impact	Amounts are per Unit Water Construction Fund - \$300 Sewer Construction Fund - \$100 TP Volunteer Fire Dept. - \$100 ESDA Siren System - \$15 <i>Total of \$515 per unit</i>  <i>*Or per applicable Annexation/Development Agreement</i>

<b>I-XI-V: Zoning</b>		
<b>CODE SECTION</b>	<b>FEE TYPE</b>	<b>FEE AMOUNT</b>
N/A	Annexation	\$750 <1 acre \$1500 1 - 5 acres \$3000 >5 acres
Zoning: Sec. X-G-2 (2007-O-024)	Variation Non-Residential	\$500 + \$75 per additional Variation
Zoning: Sec. X-G-2 (2007-O-024)	Variation Residential	\$250 + \$75 per additional Variation
Zoning: Sec. X-K (2007-O-024)	Rezoning	\$750
Zoning: Sec. X-J-3 (2007-O-024)	Special Use Permit / PUD	\$500
Zoning: Sec. III-U (1987-O-002)	Site Plan Review (Non-Residential & Multi-Family)	\$500 New/First Approval \$300 Amendment

Zoning: Sec. III-O-6-c-(2)-(C)-(i)	Temporary Outdoor Displays Level 1 - Special Sale	\$15 per approved sale period
Zoning: Sec. III-O-6-c-(2)-(C)-(ii)	Temporary Outdoor Displays Level 1 - Seasonal Gardening Goods	\$100 annually
Zoning: Sec. III-O-6-d-(2)-(C)	Temporary Outdoor Displays Level 2	\$100 annually
Zoning: Sec. III-O-6-d-(2)-(C)	Temporary Outdoor Displays Level 3	\$150 annually
Zoning and Subdivision Codes	Zoning or Subdivision Code Text Amendment (Privately Proposed)	\$500
Subdivision: Sec. XIII-F (2007-O-041)	Plats (Preliminary & Final Subdivision, Easement, etc.)	\$500 + \$5 per lot

**I-XI-VI: Public Works**

<b>CODE SECTION</b>	<b>FEE TYPE</b>	<b>FEE AMOUNT</b>
Title V 50.051, Title V 50.054, Title V 51.018 & Comprehensive Building Code (2016-O-055) Chapter XIII - Section 1300	Water and Sewer Connection (Tap-on)	Residential - \$6,000 1" Commercial - \$7,250 1.5" Commercial - \$12,000 2" Commercial - \$19,000 3" Commercial - \$46,000 4" Commercial - \$68,000 4"+ - To be negotiated with Village based on associated costs of the proposed development.
Title V 50.003-(b) (2019-O-032)	Use of Hydrants by Unauthorized Personnel: Small Hydrant Permit	\$100 deposit .01 per gallon used
Title V 50.003-(b) (2019-O-032)	Use of Hydrants by Unauthorized Personnel: Large Hydrant Permit	\$600 deposit .01 per gallon used

Title V 50.025	Water Billing Procedure— Late Fee	5% of total amount of current charges of the bill
Title V 50.028-(D) (2019-O-032)	Water Delinquent Payment—Service Discontinuation Lien	\$200
Title V 50.029 (2019-O-032)	Water Delinquent Payment— Reinstatement of Service	\$150
Title V 50.056	Purchasing or Replacing Water Meters	Full cost of the new meter
Title V 50.057 (2019-O-032)	Damaged Water Meters	Damaged – Cost of the meter
Title V 50.057 (2019-O-032)	Tampering with Water Meters	<1" line - \$75 to test, \$25 to reseal/reset 1" or larger line - \$275 to test, \$25 to reseal/reset
Title V 50.998-(B) (2019-O-032)	Water Discontinuance of Service for Violations— Restoration Fee	\$150
Subdivision: Sec. XIII-A (2007-O-041)	Administrative Fee For Development	0 - 5 acres \$250 minimum >5 - 40 acres \$50 per acre >40.01 acres \$20 per acre over 40.01 acres
Subdivision: Sec. XIII-B (2007-O-041)	Engineering Concept Review Fees	0 - 2 acres \$300 >2 - 4 acres \$600 >4 - 9 acres \$900 >9.01 acres \$1,500
Subdivision: Sec. XIII-C (2007-O-041)	Engineering Review Fees— Infrastructure Improvement Cost	<\$50k - \$1,500 \$50-\$100k - \$1,500 plus 2.75% of amount over \$50k >\$100k-\$500k - \$2,875 plus 2.50% of amount over \$100k >\$500k - \$12,875 plus 1.50% of amount over \$500k

<p>Subdivision: Sec. XII-A</p>	<p>Professional Assistance/Consultant Costs</p>	<p>Full reimbursement of outside professionals needed for review of plans, preparing and checking cost estimates, drafting and review plats and agreements, furnishing opinions, or other professional advice that may be required.</p>
<p>Subdivision: Sec. XIII-D</p>	<p>Construction Observation Fees Improvement Cost \$50,000 or less</p>	<p>\$1,000 minimum</p>
<p>Subdivision: Sec. XIII-D</p>	<p>Construction Observation Fees Improvement Cost More than \$50,000</p>	<p>\$1,000 plus 1.5% of amount over \$50,000</p>

**VOTP – 2019 Existing Regulations for Comprehensive Fee Schedule***Last Edited 11/12/2019 by DR***Existing Fee Codes Are As Follows:****ZONING ORDINANCE**Zoning Ord. Section III-O-6-c.-(2)-(C) (Outdoor Sales Display – Level 1)

(C) Fees:

- (i) Seasonal Gardening Goods: The Applicant shall pay an annual fee of \$100.00.
- (ii) Special Sales: The Applicant shall pay a fee of \$15.00 per special sale outdoor display period.

Zoning Ord. Section III-O-6-d.-(2)-(C) (Outdoor Sales Display – Level 2)

(C) The Applicant shall pay an annual fee of \$100.00.

Zoning Ord. Section III-O-6-e.-(2)-(C) (Outdoor Sales Display – Level 3)

(C) The Applicant shall pay an annual fee of \$150.00.

Zoning Ord. Section III-U (Site Plan Review)

No Building Permit shall be issued for the construction or alteration of any multi-family residence, business, office, or industrial building or structure until a Site Plan has been reviewed by the Planning Department Staff and approved by the Plan Commission.

The Planning Department Staff shall review the Site Plan for conformance with this Ordinance and other Codes and Ordinances of the Village, and shall make a report with recommendations to the Plan Commission. After receiving the report of the Planning Department Staff, the Plan Commission shall approve the Site Plan, with or without conditions, deny it, or refer it back to the Planning Department Staff for further study.

Zoning Ord. Section IX-B-2 (Signs – Fees)

2. Fees:

- a. One (1) dollar per square foot of facing, but no less than fifteen (15) dollars for all signs requiring a permit, other than temporary signs, canopies, awnings, or marquees;
- b. Fifty (50) dollars for a temporary sign; and
- c. One hundred (100) dollars for a canopy or awning.

Zoning Ord. Section X-G-2 (Variations – Initiation)

2. Initiation: An application for a variation may be made by any person, firm, or corporation, or by an office, department, board, bureau, or commission requesting or intending to request application for a Building Permit, Zoning Certificate, or Occupancy Certificate. The filing fee for a variation on a residentially-zoned property shall be one hundred fifty (150) dollars. The filing fee for a variation on a non-residentially zoned property shall be two hundred (200) dollars.

Zoning Ord. Section X-H-2 (Amendments – Initiation)

2. Initiation: Amendments may be proposed by the Village Board of Trustees, Plan Commission, Zoning Board of Appeals, or by any person, firm, or corporation having a freehold interest, an

**VOTP – 2019 Existing Regulations for Comprehensive Fee Schedule***Last Edited 11/12/2019 by DR*

option to purchase, or any exclusive possessory interest which is specifically enforceable on the land which is described in the application for an amendment.

Zoning Ord. Section X-J-3 (Special Use – Initiation)

3. Initiation: An application for a Special Use may be made by any person, firm, or corporation having a free-hold interest, an option to purchase, or any exclusive possessory interest which is specifically enforceable on the land which is described in the application for a Special Use. The filing fee for a Special Use shall be four hundred (400) dollars.

Zoning Ord. Section X-K (Map Amendment (Rezoning))

An application to amend the official Tinley Park Zoning District Map, particular to one or more parcels of land, may be made by any person, firm, or corporation having a free-hold interest, an option to purchase, or any exclusive possessory interest which is specifically enforceable on the land which is described in the application to amend the Zoning District Map. The filing fee for a Map Amendment shall be four hundred (400) dollars.

Zoning Ord. Section X-N (Zoning Code Administration – Fees)

The Village Board shall establish a schedule of fees, charges, and expenses required for Building Permits, Zoning Certificates, Certificates of Occupancy, Variations, Special Use Permits, Temporary Use Permits, Amendments, Planned Unit Developments, and other matters pertaining to this Ordinance. Until all such required fees have been paid, no application for any of the above shall be deemed to have been filed and no action shall be taken on such application. All fees shall be paid to the Village Clerk and none shall in any event be refunded.

**VOTP – 2019 Existing Regulations for Comprehensive Fee Schedule**

*Last Edited 11/12/2019 by DR*

**SUBDIVISION AND DEVELOPMENT REGULATIONS**

Subdivision Code Section XIII (Fees - Administrative Fees (to Village))

The provisions of this Ordinance shall be administered by the Plan Commission and/or the Village Board of Trustees as specifically provided in this Ordinance.

A. Use Of Professional Assistance

The Plan Commission and Village Board may utilize the services of outside professionals to assist them in the technical review and processing of proposed Plats of Subdivision. The owner, subdivider or developer shall, in addition to the fees outlined in Section XIV of this Ordinance, reimburse the Village for any planning, engineering, landscape architect and legal expenses incurred by it in connection with the review of plans and specifications, preparing and checking cost estimates, examining agreements, and furnishing of opinions and other professional advice as may be required. Such costs shall be paid to the Village Clerk.

B. Inspection Of Improvements

All required land improvements to be installed under the provisions of this Ordinance shall be inspected during the course of construction by the Village Engineer or a duly designated deputy. The owner, subdivider or developer shall pay the cost of all inspection services. The fee shall be established by the Village, based on current rates and standard engineering practice, and shall be paid to the Village Clerk.

Subdivision Code Section XIII-A (Fees - Administrative Fees (to Village))

A. ADMINISTRATIVE FEES (to Village)

<u>Development Size</u>	<u>Fee</u>
0 to 5 acres	\$250.00 minimum
5.01 to 40 acres	\$50.00 per acre
Greater than 40.01 acres	\$2,000.00 + \$ 20.00 per acre over 40.01 acres

The above fees shall be paid as follows:     50% upon submittal of conceptual plan  
    50% upon submittal of preliminary plan

Subdivision Code Section XIII-B (Fees - Conceptual Plan Engineering Review Fees)

B. CONCEPTUAL PLAN ENGINEERING REVIEW FEES

<u>Development Size</u>	<u>Fee</u>
0 to 2 acres	\$300.00
2.01 to 4 acres	\$600.00
4.01 to 9 acres	\$900.00
Greater than 9.01 acres	\$1,500.00

The above fees shall be paid upon submittal of the conceptual plan, but shall be credited



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toward engineering review fees upon submittal of preliminary plan, after such fees shall have been determined in accordance with subsection C below.

Subdivision Code Section XIII-C (Fees - Engineering Review Fees)**C. ENGINEERING REVIEW FEES**

1. All single phased developments which contemplate, or which may otherwise require, the construction of and/or dedication of public improvements, shall be submitted to the Village for review by the Village Engineer and Public Works Department. The fee for such review shall be determined based upon the cost of public improvements required by the Village and approved by the Village Engineer, as set forth in the following fee table:

Infrastructure Improvement Cost	Fee
\$50,000 or less	\$1,500.00 Minimum
\$50,000.01 to \$100,000.00	\$1,500.00 plus 2.75% of amount over \$50,000.00
\$100,000.01 to \$500,000.00	\$2,875.00 plus 2.5% of amount over \$100,000.00
\$500,000.01 and over	\$12,875.00 plus 1.5% of amount over \$500,000.00

Subdivision Code Section XIII-D (Fees - Construction Observation Fee)**D. CONSTRUCTION OBSERVATION FEES**

The Village Engineer and the Director of Public Works, or their representatives, shall observe the construction of the public improvements or utilities for single and multiphased developments that contemplate the construction and/or dedication of public improvements. The fee for the construction observation services shall be determined based upon the cost of public improvements required by the Village and approved by the Village Engineer, as set forth in the following fee table:

Infrastructure Improvement Cost	Fee
\$50,000.00 or less	\$1,000.00 minimum
over \$50,000	\$1,000.00 plus 1.5% of amount over \$50,000.00

The above construction observation fees shall be paid prior to final plat approval.

Subdivision Code Section XIII-E (Fees - Development Not Including Public Improvements and Redevelopment Projects)**E. DEVELOPMENT NOT INCLUDING PUBLIC IMPROVEMENTS AND REDEVELOPMENT PROJECTS**

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For developments and subdivisions that do not contemplate the construction and/or dedication of public improvements, review and construction observation fees shall be charged to the owner, subdivider or developer as follows:

1. Administrative fees shall be charged in amounts and in the same manner as set forth in subsection A. of this Section.
2. Engineering review and construction observation fees shall be charged at the hourly rate specified by the Village and in effect at the time such fees are charged. When performed by a Consultant acting as Village Engineer the hourly fee for this work shall be as provided in the consultant engineering contract between the Village and the Village Engineer. When performed by Village personnel the hourly fee shall be as established by the Village.
3. A base fee shall be charged and will be used by the Village to cover the initial cost for this work. The base fee shall be in the amount of \$300.00 per gross acre, with a minimum fee of \$1,000, which amount shall be adjusted by the Village when the project is approved. The base fee shall be paid prior to approval of the site or development plan.
4. Any deficiency in the engineering review or construction observation fees shall be due and payable by the owner, subdivider or developer within thirty (30) day of written notice of said deficiency by the Village.

Subdivision Code Section XIII-F (Fees - Plat Fees)**F. PLAT FEES**

A fee shall be paid to the Village Clerk at the time of submission of the Preliminary and Final Plat. No Plat shall be reviewed by the Plan Commission without a receipt from the Village Clerk being exhibited by the owner, subdivider or developer showing full payment of the fee. Payment of the fee is in no way contingent on whether or not the Plat of Subdivision or Development submitted is approved or disapproved. The fee shall be as follows:

Preliminary Plat - One Hundred Dollars (\$100.00) plus one dollar (\$1.00) for each lot within each Preliminary Subdivision or Development Plat submitted.

Final Plat - One Dollar (\$1.00) for each lot within each Subdivision or Development Plat submitted with a minimum fee of Fifty Dollars (\$50.00).

In the event that a Plat calls for development of Residential property, either as Two-Family or Multiple-Family, or as Business or Industrial property, then the fee shall be determined as Two Dollars (\$2.00) per each dwelling unit or Ten Dollars (\$10.00) per acre for Businesses or Industrial Property.

**VOTP – 2019 Existing Regulations for Comprehensive Fee Schedule***Last Edited 11/12/2019 by DR***COMPREHENSIVE BUILDING CODE****Building Code Section VII-756 (Fire Prevention – Fireworks and Explosives)****SECTION 756 - FIREWORKS AND EXPLOSIVES****PERMITTED PYROTECHNIC DISPLAYS**

a. Permit Required for Pyrotechnic Displays. Pyrotechnic displays of fireworks, as such displays are defined herein and in the State Acts, may take place within the Village only with a permit issued by the Village in compliance with this Chapter, the State Acts, and other applicable State and local regulations.

b. Pyrotechnic Display Applications. An application for a pyrotechnic display permit must be submitted to the Village Clerk in writing by a person eighteen (18) years old or older at least fifteen (15) days in advance of the date of the planned pyrotechnic display, unless such 15-day requirement is waived by the Chief of the Fire Department. The application must identify the lead pyrotechnic operator and pyrotechnic distributor, as those terms are defined in the State Acts. The application must contain, and any permit issued shall be subject to, an undertaking by the pyrotechnic operator and sponsoring organization to indemnify and hold harmless the Village and its officers, employees and agents from and against any and all liability in any way arising out of or resulting from the pyrotechnic display. In addition, no permit for a pyrotechnic display shall issue without:

- i. Payment of a fee in the amount of \$500. Units of local government, whose jurisdiction includes a portion of the Village of Tinley Park shall be exempt from the payment of such fee. The State and Counties are not considered to be units of local government for purposes of this exemption.

**Building Code Section VII-1109 (Court Proceedings)****SECTION 1109 - COURT PROCEEDINGS**

After notification to the President and Board of Trustees by the Village Manager that no action is being taken to demolish or repair a dangerous or abandoned building or structure, the President and Board of Trustees may authorize the Village Attorney to apply to the Circuit Court of Cook or Will County for an order authorizing the demolition or repair of a dangerous or abandoned building or structure, as defined herein, in addition to the penalties provided for in Section 1211, if the owners thereof, including the lien holders of record after at least thirty (30) days' written notice by mail to do so, have failed to put such building or structure in a satisfactory condition or to demolish it. It is not a defense to such cause of action that the building is boarded up or otherwise enclosed, where, upon diligent search, the identity or whereabouts of the owner or owners of any such building or structure, including the lien holders of record, is not ascertainable, notice mailed to the person or persons in whose name such real estate was last assessed is sufficient notice under this Section. The cost of such demolition or repair incurred by the Village or by a lien holder of record is recoverable from the owner or owners of such real estate and is a lien thereon, which lien is superior to all prior existing liens and encumbrances, except taxes, provided

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that the Village or the lien holders of record who incurred such cost and expense shall file notice of lien of such cost and expense incurred in the office of the Recorder of Deeds of Cook or Will County or in the Office of the Registrar of Titles of Cook or Will County, if the real estate affected is registered under the Torrens system, whichever is applicable. The notice must consist of a sworn statement setting out:

- A. A description of the real estate sufficient for identification thereof.
- B. The amount of money representing the cost and expense incurred.
- C. The date or dates when the cost and expense was incurred by the Village or by the lien holder of record.

Upon payment of the cost and expense, including the cost of recording the notice and, in addition, the payment of a \$50.00 release fee, by the owner of or persons interested in the property after notice of lien has been filed, a release of the lien by the Village or person in whose name the lien has been filed shall be delivered to the person so paying the cost and expenses. The lien may be enforced by proceedings to foreclose as in case of mortgage or mechanic's lien.

Building Code Section XIII (Permit and Inspection Fees)**SECTION 1300 - FEE SCHEDULE**

The following fees shall be charged for permits, reviews, inspections and services pertinent to certain buildings, structures or work:

**SECTION 1301 - GENERAL BUILDING****A. Building Permit**

Work Costing:	Fees
1. \$100 but less than \$ 1,500	\$30.00
2. \$1,500 but less than \$3,000	\$40.00
3. \$3,000 but less than \$6,000	\$50.00
4. \$6,000 but less than \$12,000	\$80.00
5. \$12,000 but less than \$ 18,000	\$110.00
6. \$18,000 but less than \$24,000	\$130.00
7. \$24,000 but less than \$30,000	\$160.00
8. \$30,000 or more	\$6.00 for each \$1,000.00 or part thereof

**B. Plan Check Fees**

Work Costing:	Fees
1. \$100 to \$1,500	\$10.00
2. \$1,500 to \$3,000	\$20.00
3. \$3,000 to \$18,000	\$40.00
4. \$18,000 to \$24,000	\$50.00
5. \$24,000 to \$30,000	\$60.00
6. Over \$30,000	\$2.00 for each \$1,000.00 or part thereof

**VOTP – 2019 Existing Regulations for Comprehensive Fee Schedule**

*Last Edited 11/12/2019 by DR*

**C. Inspection Fees for Inspections Made by Building Official**

An inspection fee of fifty (50.00) dollars shall be charged for each inspection of any building whether residential, commercial or otherwise, made by the Building Official. In the event it is necessary for the Building Official to make a re-inspection of any building whether residential, commercial, or otherwise, necessitated by improper work previously performed by the contractor, then the fee for said re-inspection can be up to one hundred (100.00) dollars.

**D. Certificate of Occupancy and Compliance**

The Fees for Certificates of Occupancy and Compliance shall be \$25 .00  
 Condo Conversion Fee shall be \$25.00 per unit in each building

**F. Payment of Fees:** All Fees for examination of plans, building permits, inspections, and Certificates of Occupancy shall be paid to the Village prior to the issuance of Building Permit; re-inspection fees shall be paid prior to issue of Certificate of Occupancy.

1. The Plan Check Fee and/or Filing Fee may be waived at the discretion of the Building Official.
2. Inspection Fees shall be not waived without approval of the respective inspector.

**SECTION 1302 - PLUMBING, SEWER & WATER DISTRIBUTION**

**A. Inspection Fees:**

For each fixture	\$5.00
For each sprinkler system	\$15.00 plus .50 each for each sprinkler head.

The term plumbing fixture, or fixtures, shall be construed to mean each piece of equipment requiring a trap and/or having a fixed connection to a waste or drain. Hot water heaters shall also be construed to be plumbing fixture for purpose of determination of fees. Each floor drain, catch basis, manhole and yard drain shall be counted as a fixture when located on-site.

Minimum Inspection Fee	\$50.00
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**B. Water Tap Fees**

The fees for water tapping are as follows:

<u>Building</u>	<u>Size of Service</u>	<u>Tap Fee</u>
Water taps	1"	\$100.00
Water taps	Over 1"	\$100.00 per inch

<b>SECTION 1303 - FIRE &amp; BURGLAR ALARM</b>	<b>\$50.00 ea</b>
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**SECTION 1304 - SWIMMING POOLS**

Above Ground Pool	\$100.00
In Ground Pool	\$200.00

**VOTP – 2019 Existing Regulations for Comprehensive Fee Schedule***Last Edited 11/12/2019 by DR***SECTION 1305 - DRIVEWAYS, WALKWAYS, PATIOS & BRICK MAILBOXES**

Driveways	\$50.00
Widen Driveway	\$50.00
Service walks	\$50.00
Patios	\$50.00
Brick Mailboxes	\$50.00

**SECTION 1306 - ACCESSORY STRUCTURES**

Fences	\$50.00
Decks	\$50.00
Sheds	\$50.00
Shed with concrete floor	\$50.00
Porches	\$50.00

**SECTION 1307 – SIGNS**

Every applicant, before being granted a permit for a sign, shall pay the following permit fee for each sign to the Village Clerk:

- A. \$1.00 per square foot of facing, but not less than \$25.00 for all signs requiring a permit other than temporary signs, canopies, awnings or marquees.
- B. \$15.00 for a temporary sign other than those described in Tinley Park Zoning Code, Section IX Temporary signs.

**SECTION 1308 - ELEVATOR INSPECTIONS**

Fees for inspections of all elevators, escalators and similar equipment will be a pass through based on the current rate charged by the Inspection Company hired to do the inspections.

**SECTION 1309 - PUBLIC IMPROVEMENTS**

In the event the installation of any public improvement should require the services of the corporation counsel of the Village for the preparation of agreements, the party desiring to install such public improvements shall pay to the Village a fee commensurate with the usual and customary fees charged by attorneys in Cook County, Illinois.

**SECTION 1310 - SINGLE & MULTI FAMILY (by units) ALL INCLUSIVE FEES FOR CERTAIN ITEMS**

For single family and multi family (by units) residences. an all inclusive fee of \$550.00 shall be charged for those items included in Section 2, paragraph 1 - General Building, Section 2, paragraph 2 - Plumbing, Sewer and Water Distribution (excluding water tap fees), Section 2, -- paragraph 3 - Electrical Work and Section 2, paragraph 4 - Heating, Air Conditioning and Gas Piping. Re-inspection fees, however are not included in the above.

**SECTION 1311 - MISCELLANEOUS INSPECTIONS** The fee for any item not covered by the provisions of this CHAPTER shall be commensurate with the costs incurred by the Village.

**SECTION 1312 - ELECTRICAL SERVICE FEES**

- A. New Services

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100 Ampere	\$30.00
200 Ampere	\$40.00
400 Ampere	\$60.00
600 Ampere	\$70.00
800 Ampere	\$80.00
1200 Ampere	\$120.00
1600 Ampere	\$140.00
2000 Ampere	\$160.00
3000 Ampere	\$180 .00
4000 Ampere	\$225.00
<b>B. 15 &amp; 20 Ampere Branch Circuits</b>	
0-50	\$5.00 each
51 or more	\$2.50 each
Branch circuits exceeding 20 Amperes	\$8.00 each
<b>C. Motors-Commercial, Industrial &amp; Multi-Family</b>	
1st Motor or Appliance	\$12 .00
Each additional	\$6.00
<b>D. Electrical Lamp Posts</b>	
	\$10.00 each pole
<b>E. Plan Examination Fee</b>	
	\$50.00 per hour
<b>SECTION 1313 GRADING DEPOSITS</b>	
A. The cost for residential home grading deposits can now be paid using a corporate check instead of a cashier's check by developers with 20 plus units within the development.	
B. The builder or homeowner will provide a \$500.00 cash bond or cashiers check for each Single Family home, to be used as a grading deposit, in exchange for a conditional certificate of occupancy.	
C. The builder will provide a \$250.00 cash bond or cashiers check for each Townhouse unit, to be used as a grading deposit, in exchange for a conditional certificate of occupancy.	
D. The builder will provide a \$100.00 cash bond or cashiers check for each Condo unit, to be used as a grading deposit, in exchange for a conditional certificate of occupancy.	
SECTION 1314 - LAWN & SPRINKLER FEES	\$50.00
SECTION 1315 - FIREPLACE PERMITS	\$50.00
SECTION 1316 - RESIDENTIAL CENTRAL AIR OR HEATING SYSTEM	\$50.00
SECTION 1317 - COMMERCIAL CENTRAL AIR OR HEATING SYSTEMS	\$75.00
SECTION 1318 - ATTACHED & DETACHED GARAGE PERMITS	\$125.00
SECTION 1319 - FEES & DOCUMENTS REQUIRING FILING WITH COUNTY RECORDER OF DEEDS	\$50.00

**VOTP – 2019 Existing Regulations for Comprehensive Fee Schedule***Last Edited 11/12/2019 by DR***CODE OF ORDINANCES****Chapter 31.024-(A)-(5) (Village Officials - Village Clerk – Powers and Duties)**

(5) Make copies of all papers duly filed in his office, transcripts for the journals, and other records filed in the Clerk's office, and certify to the same under the corporate seal, whenever required; provided, when used by other than officials of the municipality, he shall charge a fee of \$1 for each certification, exclusive of the cost of the material certified.

**Chapter 31.025-(A) (Village Officials – Village Clerk - Issuance of Licenses and the Like)**

(A) When any ordinance of the village requires a license to be obtained for the purpose of engaging in or carrying on any business or occupation and the ordinance requires the licensee to obtain and exhibit plates, badges, or licenses, and in all other cases where plates, badges, or licenses furnished by the village are required by ordinance to be exhibited, the Clerk shall deliver such plates, badges, and licenses, or any of them, free of charge to the person paying the license fee and such fee shall be considered as covering the cost of issuance of the license, together with the plates, badges, or licenses. If any licensee, or any person who has been furnished a plate, badge, or license in accordance with the ordinances of the village, shall lose the same, such person, upon making an affidavit to that effect, and the payment of a fee of \$.50, shall be furnished by the Clerk, upon presentation of the aforesaid affidavit, another plate, badge, or license.

**Chapter 36.05 (Finance – Returned Checks Due to Nonsufficient Funds; Fee)**

A fee of \$25 will be assessed to the remitter for any check that is returned to the village by its depository due to nonsufficient funds, closed accounts or insufficient credit.

**Chapter 42.06-(B) (Recovery of Costs of Providing Services – Billing; Rules And Regulations)**

(B) Upon a determination to assess costs made pursuant to this chapter, the Village Treasurer shall submit an itemized invoice, by first class mail or personal service, to the responsible party or parties. If more than one party is responsible for the costs sought to be recovered hereunder the parties shall be jointly and severally liable for the full amount of costs. Invoices for costs will be due and payable within 30 days of the date thereof. Thereafter, a late payment fee equal to 1% per month of the unpaid balance shall be assessed, added to the total unpaid balance, and collected in the same manner as the costs themselves.

**Chapter 42.07-(E)-(1) (Recovery of Costs of Providing Services – Appeals To Village Manager)**

If a statement of costs is not paid in full or appealed within 30 days of the date of the statement, or paid in full within 30 days of the denial or partial denial of an appeal, the village, to the extent allowed by applicable law, may pursue any responsible party under one or more of the subsections below.

- (1) The Village Manager may authorize the Village Attorney to commence a civil action to



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recover the costs, plus a late payment penalty of 1% per month or part of month during which the costs remain unpaid, together with attorneys' fees and any other costs allowed by law.

Chapter 42.10-(A) (Recovery of Costs of Providing Services – Failure to Pay Debt Due and Owing The Village)

(A) The failure to pay any debt due the village, including, but not limited to, amounts owed on account of a fee, lease, rent, service, sale of real or personal property, overpayment, administrative or judicial judgment, fine, penalty, restitution, damages, interest, tax, reimbursement, recovery of a cost incurred by the village or other source of indebtedness to the village, after the period granted for payment has expired by any person liable for such debt shall constitute a violation of this chapter. Judgment shall be entered against any person who violates this section in the amount of the debt remaining unpaid on the date the judgment is entered plus litigation and collection costs, attorney's fees and an amount representing all fines and penalties assessed pursuant to this section. An administrative penalty of 75% of the amount of debt remaining unpaid on the date the judgment is entered shall be assessed for each month or portion thereof in which the debt remained unpaid.

Chapter 50.003-(B) (Water – Use of Fire Hydrants by Unauthorized Personnel; Permit Required)

(B) Each applicant for a fire hydrant use permit shall be required to deposit with the village the sum of \$600 for the use of a large hydrant meter and hydrant wrench, and \$100 for the use of a small hydrant meter and hydrant wrench. The fire hydrant meter must be installed by the applicant and maintained in good condition for the duration of the period during which the fire hydrant is in use. Upon completion of the fire hydrant use, the hydrant meter shall be returned to the village in good operating condition. Water use recorded on the meter shall be charged at the rate specified in § 50.023, to which shall be added a minimum daily fee of \$3 for the use of the large hydrant meter, \$1 for the small hydrant meter, \$.50 for the hydrant wrench, and \$1 for each 50-foot section of hose. These charges shall be deducted from the \$600 deposit, and the balance of the deposit shall be refunded. Any damages to the hydrant meter, hydrant wrench, or hose shall also be deducted from the \$600 deposit before refund is made. Any damages to the water user system caused by careless opening and closing of hydrants shall be paid by the applicant from the deposit or otherwise.

Chapter 50.025 (Water – Billing Procedure; Due Date)

All water furnished shall be charged and paid for as measured and registered by the water meters and the amount so charged shall be billed and become due and payable quarterly. All bills for water service shall be rendered as of the first day of the month succeeding the period for which the service is billed, and shall be payable not later than the close of business on the twenty-fifth day after the date of the bill. If the due date should fall on a Sunday or on any legal holiday on which the village office is closed, the due date shall be extended to the next following business day on which the village office is open. If payment of the full amount of the bill is not made within the required period, then an amount equal to 5% of the total amount of the current charges of the bill, not including any prior balance or late charges, shall be added thereto.

**VOTP – 2019 Existing Regulations for Comprehensive Fee Schedule***Last Edited 11/12/2019 by DR*Chapter 50.028-(D) (Water – Delinquent Payment; Service Discontinuation; Hearing; Lien)

(D) If the bill remains unpaid and the owner, occupant or user does not request a hearing within the time allowed, fails to appear for a scheduled hearing or does not successfully dispute the bill at the hearing or come to a settlement in relation to the bill; a Notice of Lien shall be prepared consisting of a sworn statement setting out a description of the real estate upon or for which service was supplied, the amounts of moneys due, and the date or dates when the amounts became delinquent. A copy of the Notice of Lien shall be sent to the taxpayer whose name appears of the tax bill as the owner or owners of record of the property and shall be recorded by the village in the office of the County Recorder in the county in which the property is located. In all cases where a lien has been recorded, to release the lien a fee of \$50 shall be charged in addition to the delinquent and current charges.

Chapter 50.029 (Water - Delinquent Payment; Reinstatement of Service)

If the charges for service are not paid within 30 days after rendition of the bill for service, service shall be discontinued after notice and hearing in the same manner as provided for in § 50.028. Service shall not be reinstated until all past-due bills including the additional charges thereon are paid in full, together with payment of \$25 for reinstating service, and reimbursement of any attorney's fees as provided in § 50.030.

Chapter 50.054 (Water – Ownership of Meters)

All water meters heretofore installed or that may hereafter be installed are declared to be the exclusive property of the village, regardless of the fact that a service charge to cover the cost thereof may have been or will be collected from the customer.

Chapter 50.056 (Water – Purchasing or Replacing Meters)

All water meters used to measure water purchased or otherwise obtained from the water system of the village shall be purchased from the village. This amount shall be paid to the village before any water service is connected to the water mains. Where an old meter becomes worn beyond repair and is no longer serviceable, it shall be replaced by the village at no expense to the customer. Where a customer wishes to replace a serviceable meter with one of a different size, the customer shall pay to the village, before the replacement meter is installed, the difference between the salvage value of the meter to be replaced, as determined by the Director of Public Works, and the cost of the new meter.

Chapter 50.057 (Water – Tampering with or Damaging Meters)

(A) It shall be unlawful for any person to tamper with, cause a malfunction of, remove, injure, or destroy any water meter. In addition to any penalty imposed in a quasi-criminal proceeding for violation of this section, the person so injuring, removing, or destroying any water meter shall reimburse the village in full for any cost incurred by the village in repairing or replacing the same. It shall be the duty of the owner or occupant of the premises and the individual water user to prevent any tampering, removing,

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injuring, or destruction of any water meters. It shall further be the duty of the owner or occupant of the premises and the individual water user to notify the village of any tampering, removing, injuring, or destruction of any water meters immediately upon their acquiring knowledge of any tampering.

(1) If a one-inch or less meter has to be tested or resealed, the owner will be charged \$25 for the test and \$25 for resealing and resetting the meter.

(2) The charge for a larger meter shall be as determined by the Director of Public Works based on costs to the village.

Chapter 50.998-(B) (Water - Discontinuance of Service For Violations)

(B) The President and Board of Trustees reserve the right to discontinue the supply of water to any customer for a violation of any of the provisions of this chapter after notice and an opportunity for hearing as provided in § 50.021, and not to restore service until the violation has been corrected and all back water charges and proper fees have been paid, including the \$25 fee to cover the expense of turning off the water and restoring service.

Chapter 51.018-(B) (Sewer - Permit Required; Application and Fee)

(B) A permit and inspection fee of \$100 shall be paid to the village at the time the application is filed.

Chapter 103.04 (Construction Of Utility Facilities In Public Rights-Of-Way - Permit Required; Application; Fees)

(F) Application fees. Unless otherwise provided by franchise, license, or similar agreement, all applications for permits pursuant to this chapter shall be accompanied by a fee in the amount of \$100.00. No application fee is required to be paid by any telecommunications retailer that is paying the municipal telecommunications infrastructure maintenance fee pursuant to this code or the optional state telecommunications infrastructure maintenance fee pursuant to the Telecommunications Municipal Infrastructure Maintenance Fee Act, or by any electricity utility that is paying the municipal electricity infrastructure maintenance fee pursuant to the Electricity Infrastructure Maintenance Fee Act.

Chapter 105.02 (Special Events - Permit Required And Permit Fee)

(C) The permit fee for issuance of a special event permit shall be based on the cost of special village services to be provided, as determined by the village pursuant to this Chapter. An initial estimate of this cost shall be determined and agreed upon before the permit is issued. The permit fee shall include this initially estimated amount plus the cost of any additional special village services provided by the village for the special event.

(D) After a special event is over, the village shall issue the permittee a bill for the amount originally determined and agreed upon plus the cost of any special village services that were

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provided but were in addition to what was included in the initial estimate of the permit fee, and for any damage caused to public property. The permittee shall be responsible for payment of said bill within the time frame specified by the bill. In the event that such payment is not made in full in a timely manner, the village may take necessary action to obtain such payment. The reasonable costs and attorneys' fees resulting from such action shall be added to the amount due and owing by the permittee. Failure to timely pay bills issued pursuant to this division may result in denials of future permits.

Chapter 106.05 (Small Cell Wireless Facilities – Application Fees)

(A) Application fees are imposed as follows:

- (1) Applicant shall pay an application fee of \$650 for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure, and \$350 for each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures.
- (2) Applicant shall pay an application fee of \$1,000 for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.

Chapter 150.03 (Elevators, Escalators, and the Like – Inspection Fees)

The fee for the semi-annual inspection of an elevator or escalator or other equipment shall be \$35, which fee shall be the joint and several obligation of the owner, agent, lessee, and occupant of any building wherein the equipment is installed. An additional fee of \$35 shall be charged for each additional inspection which may be required because the initial inspection indicated the elevator or escalator or other equipment to not be in a safe or good operating condition.

Chapter 153 (Signs)

**This full chapter in the Code of Ordinances will be removed. All sections are accounted for in the Zoning Ordinance and this chapter was previously left in error.**

Chapter 154 (Swimming Pools)

**This full chapter in the Code of Ordinances will be removed. All sections are accounted for in the Comprehensive Building Code and this chapter was previously left in error.**

Chapter 156.02 (Establishment of Impact Fees – Fee For Residential Building)

Each applicant for a building permit for the construction of a new residential building (either single-family or multiple-family) shall, prior to the issuance of such building permit pay the following amounts to the village for the following indicated funds of the village or following indicated entities:

<u>Fund or Other Entity</u>	<u>Per Residential Unit (Not Per Building)</u>
Water Construction Fund	\$300

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Sewer Construction Fund	\$100
Elementary School District	\$200
High School District	\$100
Village Volunteer Fire Department	\$100
Village Board of Library Directors	\$100
Village Park District	\$125
ESDA Siren System	\$15

Or a total of \$1,040 per unit

Chapter 156.03 (Establishment of Impact Fees – Fee For Nonresidential Building)

Each applicant for a building permit for the construction of a new nonresidential building shall pay, prior to the issuance of such building permit, the following amount to the village for the following indicated funds of the village or following indicated entities:

<u>Fund or Other Entity</u>	<u>Per nonresidential Unit (Not Per Building)</u>
Water Construction Fund	\$300
Sewer Construction Fund	\$100
Village Volunteer Fire Department	\$100
ESDA Siren System	\$15

Or a total of \$515 per unit

**VOTP – 2019 Redline Regulations for Comprehensive Fee Schedule***Last Edited 12/13/2019 by DR***Fee Codes Shall be Amended as Follows:****ZONING ORDINANCE**Zoning Ord. Section III-O-6-c.-(2)-(C) (Outdoor Sales Display – Level 1)

(C) Fees: The fees for Level 1 Outdoor Sales Displays shall be as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI).

~~(i) Seasonal Gardening Goods: The Applicant shall pay an annual fee of \$100.00.~~

~~(ii) Special Sales: The Applicant shall pay a fee of \$15.00 per special sale outdoor display period.~~

Zoning Ord. Section III-O-6-d.-(2)-(C) (Outdoor Sales Display – Level 2)

(C) Fees: The fees for Level 2 Outdoor Sales Displays shall be as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI).~~The Applicant shall pay an annual fee of \$100.00.~~

Zoning Ord. Section III-O-6-e.-(2)-(C) (Outdoor Sales Display – Level 3)

(C) Fees: The fees for Level 3 Outdoor Sales Displays shall be as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI).~~The Applicant shall pay an annual fee of \$150.00.~~

Zoning Ord. Section III-U (Site Plan Review)

No Building Permit shall be issued for the construction or alteration of any multi-family residence, business, office, or industrial building or structure until a Site Plan has been reviewed by the Planning Department Staff and approved by the Plan Commission. The filing fee for new site plan reviews and amendments (building additions, parking changes, landscape changes, architectural changes, etc.) shall be as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI).

The Planning Department Staff shall review the Site Plan for conformance with this Ordinance and other Codes and Ordinances of the Village, and shall make a report with recommendations to the Plan Commission. After receiving the report of the Planning Department Staff, the Plan Commission shall approve the Site Plan, with or without conditions, deny it, or refer it back to the Planning Department Staff for further study.

Zoning Ord. Section IX-B-2 (Signs – Fees)

2. Fees: The fees for signs shall be as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI).

~~a. One (1) dollar per square foot of facing, but no less than fifteen (15) dollars for all signs requiring a permit, other than temporary signs, canopies, awnings, or marquees;~~

~~b. Fifty (50) dollars for a temporary sign; and~~

~~c. One hundred (100) dollars for a canopy or awning.~~

**VOTP – 2019 Redline Regulations for Comprehensive Fee Schedule***Last Edited 12/13/2019 by DR*Zoning Ord. Section X-G-2 (Variations – Initiation)

2. Initiation: An application for a variation may be made by any person, firm, or corporation, or by an office, department, board, bureau, or commission requesting or intending to request application for a Building Permit, Zoning Certificate, or Occupancy Certificate. The filing fee for a variation ~~on a residentially-zoned property shall be one hundred fifty (150) dollars. The filing fee for a variation on a non-residentially-zoned property shall be two hundred (200) dollars.~~ shall be as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI).

Zoning Ord. Section X-H-2 (Amendments – Initiation)

2. Initiation: Amendments may be proposed by the Village Board of Trustees, Plan Commission, Zoning Board of Appeals, or by any person, firm, or corporation having a freehold interest, an option to purchase, or any exclusive possessory interest which is specifically enforceable on the land which is described in the application for an amendment. ~~The filing fee for an amendment of the Zoning Ordinance, Subdivision and Development Code, or Code of Ordinances shall be as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI).~~

Zoning Ord. Section X-J-3 (Special Use – Initiation)

3. Initiation: An application for a Special Use may be made by any person, firm, or corporation having a free-hold interest, an option to purchase, or any exclusive possessory interest which is specifically enforceable on the land which is described in the application for a Special Use. ~~The filing fee for a Special Use shall be four hundred (400) dollars. The filing fee for a Special Use shall be as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI).~~

Zoning Ord. Section X-K (Map Amendment (Rezoning))

An application to amend the official Tinley Park Zoning District Map, particular to one or more parcels of land, may be made by any person, firm, or corporation having a free-hold interest, an option to purchase, or any exclusive possessory interest which is specifically enforceable on the land which is described in the application to amend the Zoning District Map. ~~The filing fee for a Map Amendment (Rezoning) shall be as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI). The filing fee for a Map Amendment shall be four hundred (400) dollars.~~

Zoning Ord. Section X-N (Zoning Code Administration – Fees)

The Village Board shall establish a schedule of fees, charges, and expenses required for Building Permits, Zoning Certificates, Certificates of Occupancy, Variations, Special Use Permits, Temporary Use Permits, Amendments, Planned Unit Developments, and other matters pertaining to this Ordinance. Until all such required fees have been paid, no application for any of the above shall be deemed to have been filed and no action shall be taken on such application. All fees

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shall be paid to the Village Clerk and none shall in any event be refunded. The filing fee for all requests shall be as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI).

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SUBDIVISION AND DEVELOPMENT REGULATIONS

Subdivision Code Section XIII (Fees - Administrative Fees (to Village))

The provisions of this Ordinance shall be administered by the Plan Commission and/or the Village Board of Trustees as specifically provided in this Ordinance.

A. Use Of Professional Assistance

The Plan Commission and Village Board may utilize the services of outside professionals to assist them in the technical review and processing of proposed Plats of Subdivision. The owner, subdivider or developer shall, in addition to the fees outlined in Section XIV of this Ordinance, reimburse the Village for any planning, engineering, landscape architect and legal expenses incurred by it in connection with the review of plans and specifications, preparing and checking cost estimates, examining agreements, and furnishing of opinions and other professional advice as may be required. Such costs shall be paid to the Village Clerk.

B. Inspection Of Improvements

All required land improvements to be installed under the provisions of this Ordinance shall be inspected during the course of construction by the Village Engineer or a duly designated deputy. The owner, subdivider or developer shall pay the cost of all inspection services. The fee shall be established by the Village, based on current rates and standard engineering practice, and shall be paid to the Village Clerk.

Subdivision Code Section XIII-A (Fees - Administrative Fees (to Village))

A. ADMINISTRATIVE FEES (to Village)

The administrative fee for all Subdivision and Development Code requests shall be as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI).

Table with 2 columns: Fee, Development Size. Rows include: 0 to 5 acres (\$250.00 minimum), 5.01 to 40 acres (\$50.00 per acre), Greater than 40.01 acres (\$2,000.00 + \$ 20.00 per acre over 40.01 acres)

The above All Required fees shall be paid as follows: 50% upon submittal of conceptual plan, 50% upon submittal of preliminary plan

Subdivision Code Section XIII-B (Fees - Conceptual Plan Engineering Review Fees)

B. CONCEPTUAL PLAN ENGINEERING REVIEW FEES

The fee for conceptual engineering review shall be as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI).

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<u>Development Size</u>	<u>Fee</u>
0 to 2 acres	\$300.00
2.01 to 4 acres	\$600.00
4.01 to 9 acres	\$900.00
Greater than 9.01 acres	\$1,500.00

The above fees shall be paid upon submittal of the conceptual plan, but shall be credited toward engineering review fees upon submittal of preliminary plan, after such fees shall have been determined in accordance with subsection C below.

Subdivision Code Section XIII-C (Fees - Engineering Review Fees)

C. ENGINEERING REVIEW FEES

1. All single phased developments which contemplate, or which may otherwise require, the construction of and/or dedication of public improvements, shall be submitted to the Village for review by the Village Engineer and Public Works Department. The fee for such review shall be determined based upon the cost of public improvements required by the Village and approved by the Village Engineer, as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI).as set forth in the following fee table:

<u>Infrastructure Improvement Cost</u>	<u>Fee</u>
\$50,000 or less	\$1,500.00 Minimum
\$50,000.01 to \$100,000.00	\$1,500.00 plus 2.75% of amount over \$50,000.00
\$100,000.01 to \$500,000.00	\$2,875.00 plus 2.5% of amount over \$100,000.00
\$500,000.01 and over	\$12,875.00 plus 1.5% of amount over \$500,000.00

Subdivision Code Section XIII-D (Fees - Construction Observation Fee)

D. CONSTRUCTION OBSERVATION FEES

The Village Engineer and the Director of Public Works, or their representatives, shall observe the construction of the public improvements or utilities for single and multiphased developments that contemplate the construction and/or dedication of public improvements. The fee for the construction observation services shall be determined based upon the cost of public improvements required by the Village and approved by the Village Engineer, as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI). as set forth in the following fee table:

<u>Infrastructure Improvement Cost</u>	<u>Fee</u>
\$50,000.00 or less	\$1,000.00 minimum

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~~over \$50,000~~ ~~—————~~ ~~\$1,000.00 plus 1.5% of amount over \$50,000.00~~

The ~~above~~ construction observation fees shall be paid prior to final plat approval.

Subdivision Code Section XIII-E (Fees - Development Not Including Public Improvements and Redevelopment Projects)

E. DEVELOPMENT NOT INCLUDING PUBLIC IMPROVEMENTS AND REDEVELOPMENT PROJECTS

For developments and subdivisions that do not contemplate the construction and/or dedication of public improvements, review and construction observation fees shall be charged to the owner, subdivider or developer as follows:

1. Administrative fees shall be charged in amounts and in the same manner as set forth in subsection A. of this Section.
2. Engineering review and construction observation fees shall be charged at the hourly rate specified by the Village and in effect at the time such fees are charged. When performed by a Consultant acting as Village Engineer the hourly fee for this work shall be as provided in the consultant engineering contract between the Village and the Village Engineer. When performed by Village personnel the hourly fee shall be as established by the Village.
3. A base fee shall be charged and will be used by the Village to cover the initial cost for this work. The base fee ~~shall be in the amount of \$300.00 per gross acre, with a minimum fee of \$1,000, which amount shall be adjusted by the Village when the project is approved.~~ shall be as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI). The base fee shall be paid prior to approval of the site or development plan.
4. Any deficiency in the engineering review or construction observation fees shall be due and payable by the owner, subdivider or developer within thirty (30) day of written notice of said deficiency by the Village.

Subdivision Code Section XIII-F (Fees - Plat Fees)

F. PLAT FEES

A fee shall be paid to the Village Clerk at the time of submission of the Preliminary and Final Plat. No Plat shall be reviewed by the Plan Commission without a receipt from the Village Clerk being exhibited by the owner, subdivider or developer showing full payment of the fee. Payment of the fee is in no way contingent on whether or not the Plat of Subdivision or Development submitted is approved or disapproved. The fee for all plats (preliminary, final, easement, abrogation, etc.) shall be as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI). ~~The fee shall be as follows:~~

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~~Preliminary Plat – One Hundred Dollars (\$100.00) plus one dollar (\$1.00) for each lot within each Preliminary Subdivision or Development Plat submitted.~~

~~Final Plat – One Dollar (\$1.00) for each lot within each Subdivision or Development Plat submitted with a minimum fee of Fifty Dollars (\$50.00).~~

~~In the event that a Plat calls for development of Residential property, either as Two Family or Multiple Family, or as Business or Industrial property, then the fee shall be determined as Two Dollars (\$2.00) per each dwelling unit or Ten Dollars (\$10.00) per acre for Businesses or Industrial Property.~~

**COMPREHENSIVE BUILDING CODE**

Building Code Section VII-756 (Fire Prevention – Fireworks and Explosives)

**SECTION 756 - FIREWORKS AND EXPLOSIVES****PERMITTED PYROTECHNIC DISPLAYS**

a. Permit Required for Pyrotechnic Displays. Pyrotechnic displays of fireworks, as such displays are defined herein and in the State Acts, may take place within the Village only with a permit issued by the Village in compliance with this Chapter, the State Acts, and other applicable State and local regulations.

b. Pyrotechnic Display Applications. An application for a pyrotechnic display permit must be submitted to the Village Clerk in writing by a person eighteen (18) years old or older at least fifteen (15) days in advance of the date of the planned pyrotechnic display, unless such 15-day requirement is waived by the Chief of the Fire Department. The application must identify the lead pyrotechnic operator and pyrotechnic distributor, as those terms are defined in the State Acts. The application must contain, and any permit issued shall be subject to, an undertaking by the pyrotechnic operator and sponsoring organization to indemnify and hold harmless the Village and its officers, employees and agents from and against any and all liability in any way arising out of or resulting from the pyrotechnic display. In addition, no permit for a pyrotechnic display shall issue without payment of: the applicable fee as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI).

**VOTP – 2019 Redline Regulations for Comprehensive Fee Schedule***Last Edited 12/13/2019 by DR*

~~i. Payment of a fee in the amount of \$500. Units of local government, whose jurisdiction includes a portion of the Village of Tinley Park shall be exempt from the payment of such fee. The State and Counties are not considered to be units of local government for purposes of this exemption.~~

Building Code Section VII-1109 (Court Proceedings)

## SECTION 1109 - COURT PROCEEDINGS

After notification to the President and Board of Trustees by the Village Manager that no action is being taken to demolish or repair a dangerous or abandoned building or structure, the President and Board of Trustees may authorize the Village Attorney to apply to the Circuit Court of Cook or Will County for an order authorizing the demolition or repair of a dangerous or abandoned building or structure, as defined herein, in addition to the penalties provided for in Section 1211, if the owners thereof, including the lien holders of record after at least thirty (30) days' written notice by mail to do so, have failed to put such building or structure in a satisfactory condition or to demolish it. It is not a defense to such cause of action that the building is boarded up or otherwise enclosed, where, upon diligent search, the identity or whereabouts of the owner or owners of any such building or structure, including the lien holders of record, is not ascertainable, notice mailed to the person or persons in whose name such real estate was last assessed is sufficient notice under this Section. The cost of such demolition or repair incurred by the Village or by a lien holder of record is recoverable from the owner or owners of such real estate and is a lien thereon, which lien is superior to all prior existing liens and encumbrances, except taxes, provided that the Village or the lien holders of record who incurred such cost and expense shall file notice of lien of such cost and expense incurred in the office of the Recorder of Deeds of Cook or Will County or in the Office of the Registrar of Titles of Cook or Will County, if the real estate affected is registered under the Torrens system, whichever is applicable. The notice must consist of a sworn statement setting out:

- A. A description of the real estate sufficient for identification thereof.
- B. The amount of money representing the cost and expense incurred.
- C. The date or dates when the cost and expense was incurred by the Village or by the lien holder of record.

Upon payment of the cost and expense, including the cost of recording the notice and, in addition, the payment of a ~~\$50.00~~ release fee as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI), by the owner of or persons interested in the property after notice of lien has been filed, a release of the lien by the Village or person in whose name the lien has been filed shall be delivered to the person so paying the cost and expenses. The lien may be enforced by proceedings to foreclose as in case of mortgage or mechanic's lien.

Building Code Section XIII (Permit and Inspection Fees)

**VOTP – 2019 Redline Regulations for Comprehensive Fee Schedule***Last Edited 12/13/2019 by DR*

## SECTION 1300 - FEE SCHEDULE

The following fees shall be charged for permits, reviews, inspections and services pertinent to certain buildings, structures or work as listed below. Specific and minimum fee amounts shall be as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI).

- A. Payment of Fees: All Fees for examination of plans, building permits, inspections, and Certificates of Occupancy shall be paid to the Village prior to the issuance of Building Permit; re-inspection fees shall be paid prior to issue of Certificate of Occupancy.
1. The Plan Check Fee and/or Filing Fee may be waived at the discretion of the Building Official.
  2. Inspection Fees shall be not waived without approval of the respective inspector.
  3. In the event it is necessary for the Building Official to make a re-inspection of any building whether residential, commercial, or otherwise, necessitated by improper work previously performed by the contractor, then the fee for said re-inspection shall be charged.
- B. Plumbing: The term plumbing fixture, or fixtures, shall be construed to mean each piece of equipment requiring a trap and/or having a fixed connection to a waste or drain. Hot water heaters shall also be construed to be plumbing fixture for purpose of determination of fees. Each floor drain, catch basin, manhole and yard drain shall be counted as a fixture when located on-site.
- C. Miscellaneous Inspections and Reviews: The fee for any item not covered by the provisions of this Chapter or as listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI) shall be commensurate with the costs incurred by the Village.
- D. Grading deposits are as follows:
1. The cost for residential home grading deposits can now be paid using a corporate check instead of a cashier's check by developers with 20 plus units within the development.
  2. The builder or homeowner will provide a \$500.00 cash bond or cashier's check for each Single Family home, to be used as a grading deposit, in exchange for a conditional certificate of occupancy.
  3. The builder will provide a \$250.00 cash bond or cashiers check for each Townhouse unit, to be used as a grading deposit, in exchange for a conditional certificate of occupancy.
  4. The builder will provide a \$100.00 cash bond or cashiers check for each Condo unit, to be used as a grading deposit, in exchange for a conditional certificate of occupancy.
- E. In the event the installation of any public improvement should require the services of the corporation counsel of the Village for the preparation of agreements, the party desiring to install such public improvements shall pay to the Village a fee commensurate with the usual and customary fees charged by attorneys in Cook County, Illinois.

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**VOTP – 2019 Redline Regulations for Comprehensive Fee Schedule**

*Last Edited 12/13/2019 by DR*

**SECTION 1301 – GENERAL BUILDING**

**A. Building Permit**

Work Costing:	Fees
1. \$100 but less than \$ 1,500	\$30.00
2. \$1,500 but less than \$3,000	\$40.00
3. \$3,000 but less than \$6,000	\$50.00
4. \$6,000 but less than \$12,000	\$80.00
5. \$12,000 but less than \$ 18,000	\$110.00
6. \$18,000 but less than \$24,000	\$130.00
7. \$24,000 but less than \$30,000	\$160.00
8. \$30,000 or more	\$6.00 for each \$1,000.00 or part thereof

**B. Plan Check Fees**

Work Costing:	Fees
1. \$100 to \$1,500	\$10.00
2. \$1,500 to \$3,000	\$20.00
3. \$3,000 to \$18,000	\$40.00
4. \$18,000 to \$24,000	\$50.00
5. \$24,000 to \$30,000	\$60.00
6. Over \$30,000	\$2.00 for each \$1,000.00 or part thereof

**C. Inspection Fees for Inspections Made by Building Official**

An inspection fee of fifty (50.00) dollars shall be charged for each inspection of any building whether residential, commercial or otherwise, made by the Building Official. In the event it is necessary for the Building Official to make a re-inspection of any building whether residential, commercial, or otherwise, necessitated by improper work previously performed by the contractor, then the fee for said re-inspection can be up to one hundred (100.00) dollars.

**D. Certificate of Occupancy and Compliance**

The Fees for Certificates of Occupancy and Compliance shall be \$25 .00  
 Condo Conversion Fee shall be \$25.00 per unit in each building

**F. Payment of Fees:** All Fees for examination of plans, building permits, inspections, and Certificates of Occupancy shall be paid to the Village prior to the issuance of Building Permit; re-inspection fees shall be paid prior to issue of Certificate of Occupancy.

1. The Plan Check Fee and/or Filing Fee may be waived at the discretion of the Building Official.
2. Inspection Fees shall be not waived without approval of the respective inspector.

**VOTP – 2019 Redline Regulations for Comprehensive Fee Schedule**

*Last Edited 12/13/2019 by DR*

**SECTION 1302 – PLUMBING, SEWER & WATER DISTRIBUTION**

**A. Inspection Fees:**

For each fixture	\$5.00
For each sprinkler system	\$15.00 plus .50 each for each sprinkler head.

The term plumbing fixture, or fixtures, shall be construed to mean each piece of equipment requiring a trap and/or having a fixed connection to a waste or drain. Hot water heaters shall also be construed to be plumbing fixture for purpose of determination of fees. Each floor drain, catch basin, manhole and yard drain shall be counted as a fixture when located on-site.

Minimum Inspection Fee	\$50.00
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**B. Water Tap Fees**

The fees for water tapping are as follows:

<u>Building</u>	<u>Size of Service</u>	<u>Tap Fee</u>
Water taps	1"	\$100.00
Water taps	Over 1"	\$100.00 per inch

**SECTION 1303 – FIRE & BURGLAR ALARM \$50.00 ea**

**SECTION 1304 – SWIMMING POOLS**

Above Ground Pool	\$100.00
In Ground Pool	\$200.00

**SECTION 1305 – DRIVEWAYS, WALKWAYS, PATIOS & BRICK MAILBOXES**

Driveways	\$50.00
Widen Driveway	\$50.00
Service walks	\$50.00
Patios	\$50.00
Brick Mailboxes	\$50.00

**SECTION 1306 – ACCESSORY STRUCTURES**

Fences	\$50.00
Decks	\$50.00
Sheds	\$50.00
Shed with concrete floor	\$50.00
Porches	\$50.00

**SECTION 1307 – SIGNS**

Every applicant, before being granted a permit for a sign, shall pay the following permit fee for each sign to the Village Clerk:

A. \$1.00 per square foot of facing, but not less than \$25.00 for all signs requiring a permit other than temporary signs, canopies, awnings or marquees.



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~~B. \$15.00 for a temporary sign other than those described in Tinley Park Zoning Code, Section IX Temporary signs.~~

~~SECTION 1308 – ELEVATOR INSPECTIONS~~

~~Fees for inspections of all elevators, escalators and similar equipment will be a pass though based on the current rate charged by the Inspection Company hired to do the inspections.~~

~~SECTION 1309 – PUBLIC IMPROVEMENTS~~

~~In the event the installation of any public improvement should require the services of the corporation counsel of the Village for the preparation of agreements, the party desiring to install such public improvements shall pay to the Village a fee commensurate with the usual and customary fees charged by attorneys in Cook County, Illinois.~~

~~SECTION 1310 – SINGLE & MULTI FAMILY (by units) ALL INCLUSIVE FEES FOR CERTAIN ITEMS~~

~~For single family and multi family (by units) residences, an all inclusive fee of \$550.00 shall be charged for those items included in Section 2, paragraph 1 – General Building, Section 2, paragraph 2 – Plumbing, Sewer and Water Distribution (excluding water tap fees), Section 2, – paragraph 3 - Electrical Work and Section 2, paragraph 4 – Heating, Air Conditioning and Gas Piping. Re-inspection fees, however are not included in the above.~~

~~SECTION 1311 – MISCELLANEOUS INSPECTIONS The fee for any item not covered by the provisions of this CHAPTER shall be commensurate with the costs incurred by the Village.~~

~~SECTION 1312 – ELECTRICAL SERVICE FEES~~~~A. New Services~~

<del>100 Ampere</del>	<del>\$30.00</del>
<del>200 Ampere</del>	<del>\$40.00</del>
<del>400 Ampere</del>	<del>\$60.00</del>
<del>600 Ampere</del>	<del>\$70.00</del>
<del>800 Ampere</del>	<del>\$80.00</del>
<del>1200 Ampere</del>	<del>\$120.00</del>
<del>1600 Ampere</del>	<del>\$140.00</del>
<del>2000 Ampere</del>	<del>\$160.00</del>
<del>3000 Ampere</del>	<del>\$180.00</del>
<del>4000 Ampere</del>	<del>\$225.00</del>

~~B. 15 & 20 Ampere Branch Circuits~~

<del>0-50</del>	<del>\$5.00 each</del>
<del>51 or more</del>	<del>\$2.50 each</del>
<del>Branch circuits exceeding 20 Amperes</del>	<del>\$8.00 each</del>

~~C. Motors Commercial, Industrial & Multi Family~~

<del>1st Motor or Appliance</del>	<del>\$12.00</del>
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<del>Each additional</del>	<del>—————</del>	<del>\$6.00</del>
<del>D. Electrical Lamp Posts</del>	<del>—————</del>	<del>\$10.00 each pole</del>
<del>E. Plan Examination Fee</del>	<del>—————</del>	<del>\$50.00 per hour</del>

**SECTION 1313 GRADING DEPOSITS**

~~A. The cost for residential home grading deposits can now be paid using a corporate check instead of a cashier's check by developers with 20 plus units within the development.~~

~~B. The builder or homeowner will provide a \$500.00 cash bond or cashiers check for each Single Family home, to be used as a grading deposit, in exchange for a conditional certificate of occupancy.~~

~~C. The builder will provide a \$250.00 cash bond or cashiers check for each Townhouse unit, to be used as a grading deposit, in exchange for a conditional certificate of occupancy.~~

~~D. The builder will provide a \$100.00 cash bond or cashiers check for each Condo unit, to be used as a grading deposit, in exchange for a conditional certificate of occupancy.~~

~~SECTION 1314 – LAWN & SPRINKLER FEES ————— \$50.00~~

~~SECTION 1315 – FIREPLACE PERMITS ————— \$50.00~~

~~SECTION 1316 – RESIDENTIAL CENTRAL AIR OR HEATING SYSTEM — \$50.00~~

~~SECTION 1317 – COMMERCIAL CENTRAL AIR OR HEATING SYSTEMS — \$75.00~~

~~SECTION 1318 – ATTACHED & DETACHED GARAGE PERMITS ————— \$125.00~~

~~SECTION 1319 – FEES & DOCUMENTS REQUIRING FILING WITH COUNTY  
RECORDER OF DEEDS ————— \$50.00~~

**VOTP – 2019 Redline Regulations for Comprehensive Fee Schedule***Last Edited 12/13/2019 by DR***CODE OF ORDINANCES****Chapter 31.024-(A)-(5) (Village Officials - Village Clerk – Powers and Duties)**

(5) Make copies of all papers duly filed in his office, transcripts for the journals, and other records filed in the Clerk's office, and certify to the same under the corporate seal, whenever required; provided, when used by other than officials of the municipality, the appropriate fee shall be paid as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI). ~~he shall charge a fee of \$1 for each certification, exclusive of the cost of the material certified.~~

**Chapter 31.025-(A) (Village Officials – Village Clerk - Issuance of Licenses and the Like)**

(A) When any ordinance of the village requires a license to be obtained for the purpose of engaging in or carrying on any business or occupation and the ordinance requires the licensee to obtain and exhibit plates, badges, or licenses, and in all other cases where plates, badges, or licenses furnished by the village are required by ordinance to be exhibited, the Clerk shall deliver such plates, badges, and licenses, or any of them, free of charge to the person paying the license fee and such fee shall be considered as covering the cost of issuance of the license, together with the plates, badges, or licenses. If any licensee, or any person who has been furnished a plate, badge, or license in accordance with the ordinances of the village, shall lose the same, such person, upon making an affidavit to that effect, and the payment of a fee, as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI) ~~of \$.50, shall be furnished by the Clerk~~, upon presentation of the aforesaid affidavit, another plate, badge, or license.

**Chapter 36.05 (Finance – Returned Checks Due to Nonsufficient Funds; Fee)**

A fee, as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI), ~~of \$25~~ will be assessed to the remitter for any check that is returned to the village by its depository due to nonsufficient funds, closed accounts or insufficient credit.

**Chapter 42.06-(B) (Recovery of Costs of Providing Services – Billing; Rules and Regulations)**

(B) Upon a determination to assess costs made pursuant to this chapter, the Village Treasurer shall submit an itemized invoice, by first class mail or personal service, to the responsible party or parties. If more than one party is responsible for the costs sought to be recovered hereunder the parties shall be jointly and severally liable for the full amount of costs. Invoices for costs will be due and payable within 30 days of the date thereof. Thereafter, a late payment fee, as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of

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Ordinances, Table of Special Ordinances, Table XI), equal to 1% per month of the unpaid balance shall be assessed, added to the total unpaid balance, and collected in the same manner as the costs themselves.

Chapter 42.07-(E)-(1) (Recovery of Costs of Providing Services – Appeals To Village Manager)

If a statement of costs is not paid in full or appealed within 30 days of the date of the statement, or paid in full within 30 days of the denial or partial denial of an appeal, the village, to the extent allowed by applicable law, may pursue any responsible party under one or more of the subsections below.

(1) The Village Manager may authorize the Village Attorney to commence a civil action to recover the costs, plus a late payment penalty as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI) of 1% per month or part of month during which the costs remain unpaid, together with attorneys' fees and any other costs allowed by law.

Chapter 42.10-(A) (Recovery of Costs of Providing Services – Failure to Pay Debt Due and Owing The Village)

(A) The failure to pay any debt due the village, including, but not limited to, amounts owed on account of a fee, lease, rent, service, sale of real or personal property, overpayment, administrative or judicial judgment, fine, penalty, restitution, damages, interest, tax, reimbursement, recovery of a cost incurred by the village or other source of indebtedness to the village, after the period granted for payment has expired by any person liable for such debt shall constitute a violation of this chapter. Judgment shall be entered against any person who violates this section in the amount of the debt remaining unpaid on the date the judgment is entered plus litigation and collection costs, attorney's fees and an amount representing all fines and penalties assessed pursuant to this section. An administrative penalty of as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances) based on the 75% of the amount of debt remaining unpaid on the date the judgment is entered shall be assessed for each month or portion thereof in which the debt remained unpaid.

Chapter 50.003-(B) (Water – Use of Fire Hydrants by Unauthorized Personnel; Permit Required)

(B) Each applicant for a fire hydrant use permit shall be required to deposit with the village the sum of \$600 for the use of a large hydrant meter and hydrant wrench, and \$100 for the use of a small hydrant meter and hydrant wrench. The fire hydrant meter must be installed by the applicant and maintained in good condition for the duration of the period during which the fire hydrant is in use. Upon completion of the fire hydrant use, the hydrant meter shall be returned to the village in good operating condition. Water use recorded on the meter shall be charged at the rate specified in § 50.023, to which shall be added a minimum daily fee of \$3 for the use of the large hydrant meter, \$1 for the small hydrant meter, \$.50 for the hydrant wrench, and \$1 for each 50-foot section of hose. These charges shall be deducted from the \$600 deposit, and the balance of the deposit shall be refunded. Any damages to the hydrant meter, hydrant wrench, or hose

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shall also be deducted from the \$600 deposit before refund is made. Any damages to the water user system caused by careless opening and closing of hydrants shall be paid by the applicant from the deposit or otherwise.

Chapter 50.025 (Water – Billing Procedure; Due Date)

All water furnished shall be charged and paid for as measured and registered by the water meters and the amount so charged shall be billed and become due and payable quarterly. All bills for water service shall be rendered as of the first day of the month succeeding the period for which the service is billed, and shall be payable not later than the close of business on the twenty-fifth day after the date of the bill. If the due date should fall on a Sunday or on any legal holiday on which the village office is closed, the due date shall be extended to the next following business day on which the village office is open. If payment of the full amount of the bill is not made within the required period, then an amount equal to 5% of the total amount of the current charges of the bill, not including any prior balance or late charges, shall be added thereto.

Chapter 50.028-(D) (Water – Delinquent Payment; Service Discontinuation; Hearing; Lien)

(D) If the bill remains unpaid and the owner, occupant or user does not request a hearing within the time allowed, fails to appear for a scheduled hearing or does not successfully dispute the bill at the hearing or come to a settlement in relation to the bill; a Notice of Lien shall be prepared consisting of a sworn statement setting out a description of the real estate upon or for which service was supplied, the amounts of moneys due, and the date or dates when the amounts became delinquent. A copy of the Notice of Lien shall be sent to the taxpayer whose name appears of the tax bill as the owner or owners of record of the property and shall be recorded by the village in the office of the County Recorder in the county in which the property is located. In all cases where a lien has been recorded, to release the lien a fee of ~~\$50~~ shall be charged in addition to the delinquent and current charges: as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances).

Chapter 50.029 (Water - Delinquent Payment; Reinstatement of Service)

If the charges for service are not paid within 30 days after rendition of the bill for service, service shall be discontinued after notice and hearing in the same manner as provided for in § 50.028. Service shall not be reinstated until all past-due bills including the additional charges thereon are paid in full, together with payment of ~~\$25~~a fee as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances) for reinstating service, and reimbursement of any attorney's fees as provided in § 50.030.

Chapter 50.054 (Water – Ownership of Meters)

All water meters heretofore installed or that may hereafter be installed are declared to be the exclusive property of the village, regardless of the fact that a service charge to cover the cost thereof may have been or will be collected from the customer.

Chapter 50.056 (Water – Purchasing or Replacing Meters)

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All water meters used to measure water purchased or otherwise obtained from the water system of the village shall be purchased from the village. This amount shall be paid to the village before any water service is connected to the water mains. Where an old meter becomes worn beyond repair and is no longer serviceable, it shall be replaced by the village at no expense to the customer. Where a customer wishes to replace a serviceable meter with one of a different size, the customer shall pay to the village, before the replacement meter is installed, the difference between the salvage value of the meter to be replaced, as determined by the Director of Public Works, and the cost of the new meter.

Chapter 50.057 (Water – Tempering with or Damaging Meters)

(A) It shall be unlawful for any person to tamper with, cause a malfunction of, remove, injure, or destroy any water meter. In addition to any penalty imposed in a quasi-criminal proceeding for violation of this section, the person so injuring, removing, or destroying any water meter shall reimburse the village in full for any cost incurred by the village in repairing or replacing the same. It shall be the duty of the owner or occupant of the premises and the individual water user to prevent any tampering, removing, injuring, or destruction of any water meters. It shall further be the duty of the owner or occupant of the premises and the individual water user to notify the village of any tampering, removing, injuring, or destruction of any water meters immediately upon their acquiring knowledge of any tampering.

(1) If a one-inch or less meter has to be tested or resealed, the owner will be charged a fee as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances) to \$25 for the test, and \$25 for resealed,ing and resetting the meter.

(2) The charge for a larger meter shall be as determined by the Director of Public Works based on costs to the village.

Chapter 50.998-(B) (Water - Discontinuance of Service For Violations)

(B) The President and Board of Trustees reserve the right to discontinue the supply of water to any customer for a violation of any of the provisions of this chapter after notice and an opportunity for hearing as provided in § 50.021, and not to restore service until the violation has been corrected and all back water charges and proper fees have been paid, including the ~~\$25~~ fee to cover the expense of turning off the water and restoring service. Fees shall be as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances).

Chapter 51.018-(B) (Sewer - Permit Required; Application and Fee)

(B) A permit and inspection fee shall be paid to the village at the time the application is filed as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI).



**VOTP – 2019 Redline Regulations for Comprehensive Fee Schedule***Last Edited 12/13/2019 by DR*Chapter 103.04 (Construction of Utility Facilities in Public Rights-Of-Way - Permit Required; Application; Fees)

(F) Application fees. Unless otherwise provided by franchise, license, or similar agreement, all applications for permits pursuant to this chapter shall be accompanied by a fee as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI) ~~in the amount of \$100.00~~. No application fee is required to be paid by any telecommunications retailer that is paying the municipal telecommunications infrastructure maintenance fee pursuant to this code or the optional state telecommunications infrastructure maintenance fee pursuant to the Telecommunications Municipal Infrastructure Maintenance Fee Act, or by any electricity utility that is paying the municipal electricity infrastructure maintenance fee pursuant to the Electricity Infrastructure Maintenance Fee Act.

Chapter 105.02 (Special Events - Permit Required And Permit Fee)

(C) Some specific fee amounts may be adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI). The permit fee for issuance of a special event permit shall be based on the cost of special village services to be provided, as determined by the village pursuant to this Chapter. An initial estimate of this cost shall be determined and agreed upon before the permit is issued. The permit fee shall include this initially estimated amount, any specifically adopted fees, plus the cost of any additional special village services provided by the village for the special event.

(D) After a special event is over, the village shall issue the permittee a bill for the amount originally determined and agreed upon plus the cost of any special village services that were provided but were in addition to what was included in the initial estimate of the permit fee, and for any damage caused to public property. The permittee shall be responsible for payment of said bill within the time frame specified by the bill. In the event that such payment is not made in full in a timely manner, the village may take necessary action to obtain such payment. The reasonable costs and attorneys' fees resulting from such action shall be added to the amount due and owing by the permittee. Failure to timely pay bills issued pursuant to this division may result in denials of future permits.

Chapter 106.05 (Small Cell Wireless Facilities – Application Fees)

(A) Application fees are imposed ~~as follows:~~ as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI) and as may be increased to the maximum permitted by applicable state and federal law.

~~(1) Applicant shall pay an application fee of \$650 for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure, and \$350 for each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures.~~

~~(2) Applicant shall pay an application fee of \$1,000 for each small wireless facility addressed in an application that includes the installation of a new utility pole for such~~

**VOTP – 2019 Redline Regulations for Comprehensive Fee Schedule**

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~~collocation-~~

Chapter 150.03 (Elevators, Escalators, and the Like – Inspection Fees)

The fee for the semi-annual inspection of an elevator or escalator or other equipment and reinspection fees shall be as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI)\$35, which fee shall be the joint and several obligation of the owner, agent, lessee, and occupant of any building wherein the equipment is installed. ~~An additional fee of \$35 shall be charged for each additional inspection which may be required because the initial inspection indicated the elevator or escalator or other equipment to not be in a safe or good operating condition.~~

Chapter 153 (Signs)

**This full chapter in the Code of Ordinances will be removed. All sections are accounted for in the Zoning Ordinance and this chapter was previously left in error.**

Chapter 154 (Swimming Pools)

**This full chapter in the Code of Ordinances will be removed. All sections are accounted for in the Comprehensive Building Code and this chapter was previously left in error.**

Chapter 156.02 (Establishment of Impact Fees – Fee for Residential and Non-residential Buildings)

Each applicant for a building permit for the construction of a new residential building (either single-family or multiple-family) shall, prior to the issuance of such building permit ~~pay the~~the impact fee amounts shall be paid to the Village or appropriate entity as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI). Fees are based on a per unit calculation, and not per building. following amounts to the village for the following indicated funds of the village or following indicated entities:

<u>Fund or Other Entity</u>	<u>Per Residential Unit (Not Per Building)</u>
Water Construction Fund	\$300
Sewer Construction Fund	\$100
Elementary School District	\$200
High School District	\$100
Village Volunteer Fire Department	\$100
Village Board of Library Directors	\$100
Village Park District	\$125
ESDA Siren System	\$15

Or a total of \$1,040 per unit

Chapter 156.03 (Establishment of Impact Fees – Fee for Nonresidential Building)



**VOTP – 2019 Redline Regulations for Comprehensive Fee Schedule**

*Last Edited 12/13/2019 by DR*

Each applicant for a building permit for the construction of a new nonresidential building shall pay, prior to the issuance of such building permit, the following amount to the village for the following indicated funds of the village or following indicated entities:

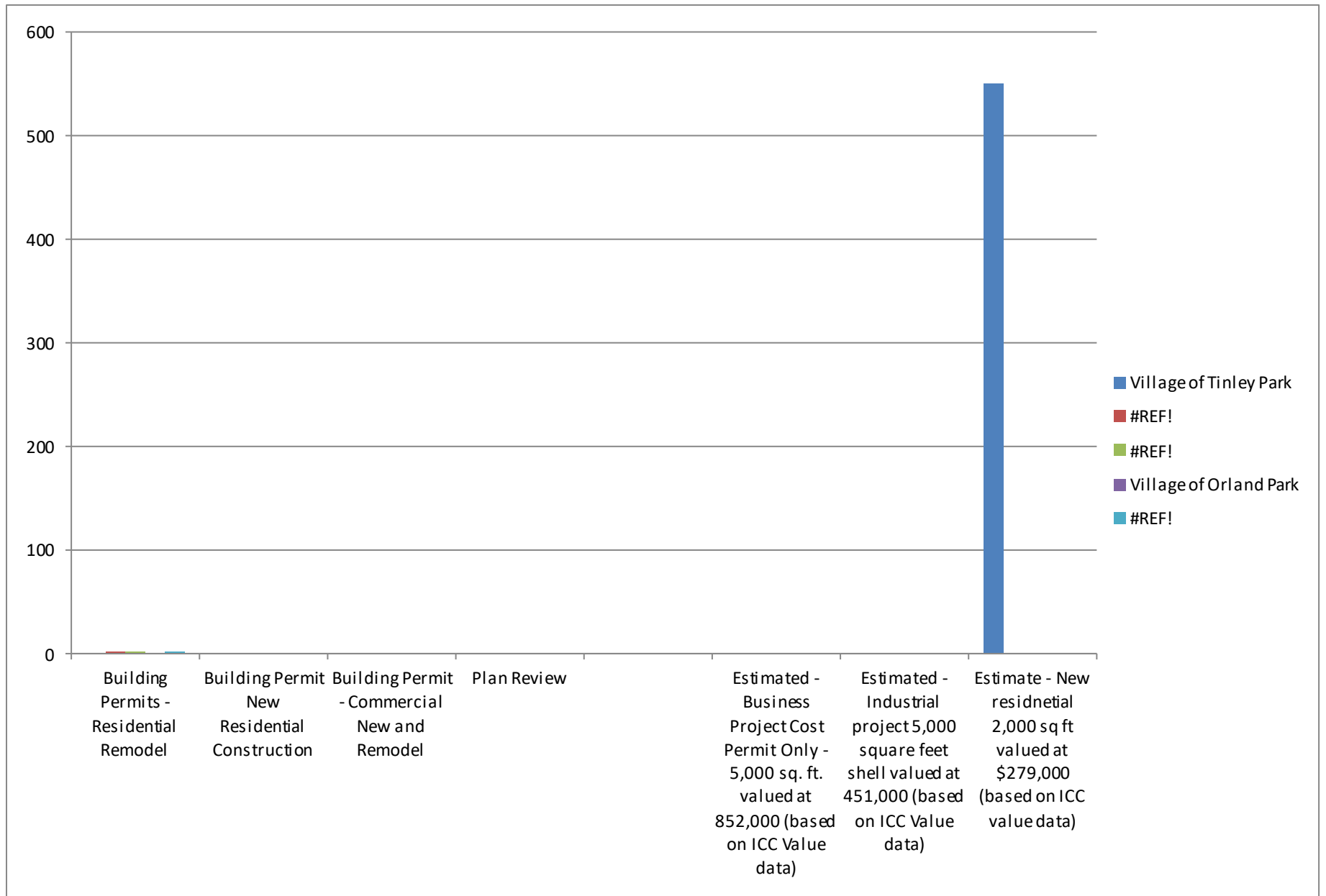
<i>Fund or Other Entity</i>	<i>Per nonresidential Unit (Not Per Building)</i>
Water Construction Fund	\$300
Sewer Construction Fund	\$100
Village Volunteer Fire Department	\$100
ESDA Siren System	\$15

Or a total of \$515 per unit

DRAFT

TYPE OF PERMIT	Village of Tinley Park	Recommendation	Average	Village of Orland Park	Village of New Lenox	Village of Homer Glen	Village of Frankfort
Building Permits - Residential Remodel	\$30 (\$100 to \$1,500) \$40 (\$1,500 to \$3000) \$50 (\$3,000 to \$6,000) \$80 (\$6,000 to \$12,000) \$110 (\$12,000 to \$18,000) \$130 (\$18,000 to \$24,000) \$160 (\$24,000 to \$30,000) \$160 + \$6/\$1,000 (\$30,000+)  +\$50 per inspection  \$550 for New Residential (per home or unit) - All inclusive - general Bulding, Plumbing, Sewer, Water distribution (excluding tap on fees) Electric Work, and HVAC and Gas piping.	\$50 (\$0 to \$6,000) \$80 (\$6,000 to \$12,000) \$110 (\$12,000 to \$18,000) \$130 (\$18,000 to \$24,000) \$160 (\$24,000 to \$30,000) \$160 + \$6/\$1,000 (\$30,000+)		\$2.65 per 100 cubic feet, Minnimum of \$90.00. For all Com/Ind/Res, New and Remodel.	\$8.00 per \$1000.00 of estimated cost Minnimum \$500.00. For all Com/Ind/Res, New and Remodel.	Residential is generally \$9/\$1,000, minimum of \$50.  Additional fees per square footage: \$150 (401-1000 sq. ft.) \$200 (1001-2000 sq. ft.) \$250 (2001-3000 sq. ft.) \$300 (3001-4000 sq. ft.) \$16 for each additional (1000 sq. ft.)	\$25 (\$0-\$100) \$100 (\$100-\$1000) \$150 (\$1000-\$2000) \$175 (\$2000-\$2500) \$200 (\$2500-\$5000) \$200+\$15/\$1000 over \$5000  + outside consultant review costs
Building Permit New Residential Construction	Single Family Homes and individual Multi-Family units pay an all inclusive fee of \$550 which includes general Bulding, Plumbing, Sewer, Water distribution (excluding tap on fees) Electric Work, and HVAC and Gas piping. Reinspection fees are not included, however.	\$50 (\$0 to \$6,000) \$80 (\$6,000 to \$12,000) \$110 (\$12,000 to \$18,000) \$130 (\$18,000 to \$24,000) \$160 (\$24,000 to \$30,000) \$160 + \$6/\$1,000 (\$30,000+)		\$2.65 per 100 cubic feet, Minnimum of \$90.00. For all Com/Ind/Res New and Remodel.	\$8.00 per \$1000.00 of estimated cost Minnimum \$500.00. For all Com/Ind/Res, New and Remodel.	Residential is generally \$9/\$1,000, minimum of \$50.  Additional fees per square footage: \$150 (401-1000 sq. ft.) \$200 (1001-2000 sq. ft.) \$250 (2001-3000 sq. ft.) \$300 (3001-4000 sq. ft.) \$16 for each additional (1000 sq. ft.)	\$.40/ sf new residential  + outside consultant review costs
Building Permit - Commercial New and Remodel	\$30 (\$100 to \$1,500) \$40 (\$1,500 to \$3000) \$50 (\$3,000 to \$6,000) \$80 (\$6,000 to \$12,000) \$110 (\$12,000 to \$18,000) \$130 (\$18,000 to \$24,000) \$160 (\$24,000 to \$30,000) \$160 + \$6/\$1,000 (\$30,000+)  +\$50 per inspection	\$100 (\$0 to \$6,000) \$150 (\$6,000 to \$24,000) \$200 (\$24,000 to \$30,000) \$200 + \$8/\$1,000 (\$30,000+)		\$2.65 per 100 cubic feet, Minnimum of \$90.00. For all Com/Ind/Res New and Remodel.	\$8.00 per \$1000.00 of estimated cost Minnimum \$500.00. For all Com/Ind/Res, New and Remodel.	Commercial is generally \$8.50/\$1,000, minimum of \$50 plus additional fee/s.f by use type ranging from \$50/sf for mfg to \$80/sf for high hazard	New Fee: \$.50/ sf  Remodel Fees: \$25 (\$0-\$100) \$100 (\$100-\$1000) \$150 (\$1000-\$2000) \$175 (\$2000-\$2500) \$200 (\$2500-\$5000) \$200+\$15/\$1000 over \$5000  + outside consultant review costs
Plan Review	\$10.00 (\$100.00-\$1,500.00) \$20.00 (\$1,500.00-\$3,000.00) \$40.00 (\$18,000-\$24,000.00) \$50.00 (\$24,000-\$30,000.00) \$60.00 + \$2.00/\$1,000.00 (\$30,000.00+)	5% of permit fee, \$50 min.		Base Plan Review - New SFR or Remodeling/additions \$350 \$120.00 (if adding <50% Floor Area) + trades for both Commercial construction is by cubic volume (with remodeling at lower rate )  New SFR Energy Code \$75.	Deposit Required \$0-100,000 (\$250.00) \$100,000-250,000 (\$500.00) \$250,000-500,000 (\$750.00) \$500,000-1,000,000 (\$1,000.00)	\$150 (401-1000 sq. ft.) \$200 (1001-2000 sq. ft.) \$250 (2001-3000 sq. ft.) \$300 (3001-4000 sq. ft.) \$16 for each additional (1000 sq. ft.) \$100 (All mobile homes)	\$25.00 (\$0-\$2000) \$50.00 (\$2001-\$10,000) \$75.00 (\$10,001-\$25,000) \$100.00 (\$25,001-\$100,000.00) Over \$100,000.00 a 10% Plan Review Fee over and above the building permit cost
Estimated - Business Project Cost Permit Only - 5,000 sq. ft. valued at 852,000 (based on ICC Value data)	5092 + Inspection fees (~500) = ~5592	\$6,776.00	\$6,756.00	Unknown, guess is around 8,000	\$6,816.00	\$7,242.00	\$4,700 2700 fee + all Outside review fees (~2,000)
Estimated - Industrial project 5,000 square feet shell valued at 451,000 (based on ICC Value data)	2746 + inspection fees (~500) = ~3246	\$3,568.00	\$4,772.54	Unknown guess is around 12,000	\$3,608.00	\$3,833.00	\$4,700 2700 fee + all Outside review fees (~2,000)
Estimate - New residnetial 2,000 sq ft valued at \$279,000 (based on ICC value data)	\$550.00	\$1,654.00	\$2,444.21	unknown	\$2,232.00	\$2,711.00	\$1,800 \$800 + all Outside review fees (~1,000)

Village of Oak Forest	Elmhurst	Elgin	Matteson	Midlothian	Oak Lawn	Hoffman Estates
<p>Additions to existing and accessory structures shall be multiplied by two percent (2%). Includes all inspections.</p>	<p>\$339 small res remodel \$1,080 a floor &lt;500 sf \$2,027 a floor &gt;500 sf  +additional fees for electric and accessory structures</p>	<p>\$50 per 100 sf, \$100 min +\$70 elec</p>	<p>1% of Value (based on applicant/constructon value)</p>	<p>\$60 per 100 sf + inspection fees and elec</p>	<p>\$.40 per sf  + Plumbing and Electric</p>	<p>Additions: .35 per sf, \$30 min. Remodel: 0.5% of costs, \$30 min +\$9 fixture, \$50 min</p>
<p>Permit fee is the median square footage price listed in the SMeans Square Foot Cost Data book (current edition as of the first of the calendar year), or the value of the project indicated on the permit, whichever is higher. This value shall be multiplied by one and one quarter percent (1 1/4%). This fee shall include all building inspections and will not be less than \$100.</p>	<p>Single-Fam: \$8,004 Townhome: \$5,336 Condo/Apt: Commercial rate</p>	<p>\$50/ 100 sf floor space (incl basement), \$100 min.  +400 Elec sfr or \$270 multi-fam +\$330 plumb per unit</p>	<p>1% of Value (based on icc valuation)</p>	<p>\$55 per 100 sf above grade base + various other fees (garages, basement, masonry, chimney, etc.) SF and multi-fam  + inspection fees and elec</p>	<p>\$.50 per sf \$100 + \$30 per unit after 2 - multi-fam  + Plumbing and Electric</p>	<p>.35 per sf for single and multi-family +\$50 per plumbing fixture</p>
<p>Fee is determined by the median square footage price listed in the RSMMeans Construction Cost Data book (current edition), or the value of the project indicated on the permit, whichever is higher. This value shall be multiplied by one and one half percent (1 1/2%) for the first five hundred thousand (\$500,000) dollars of value, one and one quarter percent (1 1/4%) for five hundred thousand (\$500,000) to one million dollars (\$1,000,000) of value and one percent (1%) of value thereafter. This fee shall include all necessary building inspections for this permit, and will not be less than \$100.</p>	<p>Remodel/Minor: Greater of \$655, 1% of construction cost or \$1/sf  New/Major: Greater of 1,258, 1% of construction cost or \$1/sf of building area</p>	<p>New: \$50/100 sf floor space Remodel: \$60 per \$1000 const. value +\$270 elec +\$70/fixture for plumb</p>	<p>New: 1% of Value (based on ICC valuation)  Remodel: 1% of Value (based on applicant/constructon value)</p>	<p>\$55 per 100sf above grade base + inspection fees and elec</p>	<p>.5 sf  Remodel: \$75 (0-1500 sq. ft) \$100 (1501-2500) \$125 (2,501 - 5000) \$150 (5001-7500) \$175 (7501-10000) \$200 (10000-50000) \$250 (50000+)  + Plumbing and Electric</p>	<p>1% of construction costs, \$50 min. +\$50 per plumbing fixture</p>
<p>Any engineering reviews, plan reviews, special inspections, or inspections needed from an outside firm will be billed at cost plus ten percent (10%).</p>	<p>In Permit Cost</p>	<p>25% of permit fee</p>	<p>Third Party: Cost to Village + 10% of permit fee, max \$500 (value more than \$25k) Cost to Village + \$35 (Value less than \$25k)</p>	<p>\$175 Res Building \$200 Resi Fire/Life Safety  \$275 Comm Building \$300 Comm fire/ life safety  Any Third-party review costs + 5%</p>	<p>10% of permit, \$25 min.</p>	<p>10% of permit fee.  Minnimums: 100 - New Com 50 - Comm remodel/addition 75 - new residential 25 - residnetial remodel/addition</p>
\$11,900.00	8,520	2,500	8,520	2750 + inspection fees = ~3000	2,500 + inspection fees = ~3,000	8,520
\$6,765.00	5,000	2,500	4,510	2750 + inspection fees = ~3,000	2,500 + inspection fees = ~3,000	4,510
\$3,487.50	8,004	1,730	2,790	1100 + inspection fees = ~1,500	\$1000 + elec, plumb, inspection fees = ~1,500	\$700 + Elec & plumb = ~1,000





# PLAN COMMISSION STAFF REPORT

August 15, 2019 – WORKSHOP / PUBLIC HEARING

## Text Amendment – Planning/Zoning Fee Changes

### Petitioner

Village of Tinley Park

### Property

Village-Wide

### Approvals Sought

Text Amendment

### Project Planner

Daniel Ritter, AICP  
Senior Planner



## EXECUTIVE SUMMARY

Upon reviewing the appropriateness and adequacy of numerous Village fees, Community Development staff identified a number of commercial and development-related fees that are comparatively low. Staff looked at creating adequate fee levels that cover appropriate costs for new projects. Most of the fees have not been updated in over 10-20 years. Due to the time that has passed since the last updates, fees are extremely low and many do not cover a standard level of “hard” or “up-front” costs associated with the request.

While reviewing the fee levels, staff also encountered an issue that Village fees are scattered throughout many different codes and ordinances. This not only makes it very difficult for customers (residents, property owners, developers, contractors, etc.) to know where to find specific fee information, but also makes it difficult to enforce or update fees consistently. To enhance efficiency and increase customer service, staff has proposed that a comprehensive fee schedule be developed in the Code of Ordinances, which will list all fees charged by the Village. In addition to staff and customer clarity, the changes will make any future amendments easier to complete.

Staff was directed to proceed with the fee changes as proposed at the June 25, 2019 Community Development Committee meeting. Other department fee changes are in the process of going through their respective Committees before the final text amendments are drafted. As part of the adoption of the new comprehensive fee schedule ordinance, amendments to the Zoning Code are necessary to remove the fees currently listed there.

## HISTORY AND BACKGROUND

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For any fee, there is a policy decision to be made as to how much of the total cost of a project incurred will be covered by the fee. Traditionally, municipalities (including Tinley Park) have not sought to charge an applicant all of the costs related to development projects because the review of projects is an appropriate use of the General Fund. It is assumed that projects performed for a fee will increase property values for the subject property and quality-of-life for residents. Most fees are usually set with the goal of covering any “hard” or “up-front” costs related to projects (postage, mailings, paper, third-party consultant fees, etc.) so that the Village’s general fund is protected from incurring any costs from private projects that can potentially end up incomplete or abandoned. Due to decreasing revenue sources, many communities have begun to adopt a policy that private development projects should pay their own way and all associated costs so that existing residents are not subsidizing any portion of private projects.

The proposed fee increases are primarily those that are assessed for new development projects (commercial and residential). The only increases to residential-related fees is for Residential Variation requests. Surrounding communities were included in the attached analysis to understand where each proposed fee level falls in comparison with our neighboring communities. For many fees, Tinley Park is currently the lowest. These comparisons show that there is room to cover a greater amount of the upfront costs and protecting the general fund, while also ensuring that Tinley Park remains competitive within the commercial and development communities.

The planning, zoning, and building fee increases were reviewed at the June 25, 2019 Community Development Committee meeting. Other departments have brought their increases forward to their applicable Committees over the last few months. All fee increases and the comprehensive fee schedule is currently scheduled to go to a Committee of the Whole meeting in early-September 2019 and the text amendments going before the Village Board soon after.

## COMPREHENSIVE FEE SCHEDULE

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All fee amounts referenced in the Zoning Code are proposed to be relocated to the Village’s Code of Ordinances along with all other fees charged throughout the Village. Below is an example of the existing and proposed text regarding fees for Special Uses. This will be similar to all sections within the code. The exact section of the Code of Ordinances and wording has yet to be determined.

### Existing Section X.J.3 (Special Uses – Initiation)

*“Initiation: An application for a Special Use may be made by any person, firm, or corporation having a free-hold interest, an option to purchase, or any exclusive possessory interest which is specifically enforceable on the land which is described in the application for a Special Use. The filing fee for a Special Use shall be four hundred (400) dollars.”*

### Proposed Section X.J.3 (Special Uses – Initiation)

*“Initiation: An application for a Special Use may be made by any person, firm, or corporation having a free-hold interest, an option to purchase, or any exclusive possessory interest which is specifically enforceable on the land which is described in the application for a Special Use. The filing fee for a Special Use shall be **adopted by the Board of Trustees in the Comprehensive Fee Schedule (Title XXX, Appendix XXX of the Tinley Park Code of Ordinances)**”*

## PROPOSED PLANNING/ZONING FEE LEVELS

Following below is a list of the fees located in the Zoning Code. The amount of the fees has already been discussed and approved at the Community Development Committee. The chart indicates the current location in the Village Code, current fee level, proposed fee level, and comparison fees of neighboring communities. The recommendation for each fee is proposed at either the average or slightly below average compared to neighboring communities. In addition, new fees have been introduced that were not previously codified.

The purpose of the Public Hearing is to recognize the proposed changes and remove any reference to fees in the Zoning Ordinance. The Plan Commission's recommendation for this text amendment will be reviewed by the Village Board at the same time they consider the adoption of the new Fee Schedule Ordinance, thereby ensuring that there is always a code requiring fees for development .

Fee Type	Code location/ Ordinance #	Current Fee	Proposed Fee	Comments	Comparable (O = Orland Park, F= Frankfort, M = Mokena, N = New Lenox)
Annexation	Zoning Code - N/A	\$0	\$750 > 1 acre \$1500 1-5 acres \$3000 < 5 acres	Raise - based on staff time, upfront costs and comparable communities.	O: \$750 - 1,350 N: \$1350 - 4100+ (+ \$200 Annexation Agreement) F:750-3000+ M: \$800+
Variance - Commercial	Zoning: Sec. X-G-2 (2007-O-024)	\$200	\$500 + \$75 per additional Variation	Raise - based on staff time, upfront costs, and comparable communities. Avoids repetitive or arbitrary requests. Clarify multi-request fees.	O: \$500 N: \$850 F: \$300 M: \$1400 (includes separate Public hearing fee that can be split among multiple applicants)
Variance - Residential	Zoning: Sec. X-G-2 (2007-O-024)	\$150	\$250 + \$75 per additional Variation	Raise - based on staff time, upfront costs, and comparable communities. Avoids repetitive or arbitrary requests. Clarify multi-request fees.	O: \$500 N: \$350 F: \$200 M: \$1025 (includes separate Public hearing fee that can be split among applicants)
Rezoning	Zoning: Sec. X-K	\$400	\$750	Raise - based on staff time,	O: \$500 N: \$600 - 2000+

	(2007-O-024)			physical changes to maps and comparable communities.	F: \$800 M: \$1400-1800 (includes separate hearing fee)
Special Use Permit / PUD	Zoning: Sec. X-J-3 (2007-O-024)	\$400	\$500	Raise - based on comparable communities.	O: \$500 N: \$850+ F: \$500 M: \$800
Site Plan (Includes site layout, architectural, landscaping and lighting)	Zoning: Sec. III-U (1987-O-002)	\$0	\$500 New/First Approval \$300 Amendment	Raise - based on staff time, upfront costs, and comparable communities. Removal of other unused development fees below.	O: \$600-1500 + Landscape review fees \$2500-5000 N: \$250 + Landscape review fees of \$500-1050+ F: \$700 (\$100-300 amendment) M: \$350
Plats (Preliminary/Final Subdivision, Easement, etc.)	Subdivision: Sec. XIII-F (2007-O-041)	\$1 per lot (min. \$100 for preliminary; \$50 for final)	\$500 + \$5 per lot for multi-lot plats	Raise - based on staff time, upfront recording costs and comparable communities.	O: \$500 + 25 per lot N: \$150 + 25 per lot F: \$500 - 4000+ M: \$1600
New Development Approval Not Including Public Improvements	Subdivision: Sec. XIII-E (2007-O-041)	\$300 acre, \$1000 min.	Eliminate	Eliminate - Not Utilized. Combined with Site Plan and Plats.	N/A
Zoning or Subdivision Code Text Amendment	Zoning and Subdivision Codes - N/A	\$0	\$500	Raise - based on staff time, upfront costs and comparable communities. Avoids repetitive or arbitrary requests.	N/A

**SUMMARY OF OPEN ITEMS**

Staff identified the following open items for discussion at the workshop:

1. Discuss the incorporation of planning and zoning fees into a comprehensive fee ordinance.



## RECOMMENDED MOTION

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If the Plan Commission wishes to take action, the following motion is in the appropriate form:

**“...make a motion to recommend that the Village Board approve Text Amendments to Section III-O-6-(2)-(C) (Outdoor Display Fees), Section IX.B.2. (Sign Fees), and Section X (Administration and Enforcement) of the Village of Tinley Park Zoning Ordinance as indicated in Staff’s most recent Staff Report dated 8/15/2019. The proposed Text Amendments increase a number of planning and zoning-related fees and move all fees to a Comprehensive Fee Schedule located in the Village of Tinley Park’s Code of Ordinances.”**



# Interoffice

## Memo

**Date:** August 9, 2019

**To:** Kimberly Clarke – Community Development Director  
Paula Wallrich – Planning Manger  
Dan Ritter – Senior Planner

**From:** Colby Zemaitis, PE, CFM – Village Engineer

**Subject:** Water Meter and Tap-on Fees

Description:

Tap-on fees are connections fees used to cover the cost of installing a service for a residential home or commercial/industrial business. The installation process includes the excavation and/or boring process needed to expose the existing main, tapping onto the existing service main which requires a machine to core a hole in the main along with the necessary components and fittings to make a secure connection, a shut off valve and buffalo box which allows the Village to shut off the service, a copper service line extending from the connection to the inside of the house/building where a water meter is installed which calculates the amount of water that is being used. The water meter costs are updated annually based on the costs to purchase the meter and its components. The cost for all components and services, except the meter, are included in the tap-on fee.

The Village's current rates were last updated on April 23, 1985.

After reviewing the neighboring community's website and codes, we were able to obtain the following information in regards to the fees they charge for the following items:

<u>Residential Tap-on Fees:</u>	<i>Tinley Park: \$150 per inch (Typical 1" Service: \$405)</i>
	<i>Mokena: \$11,813 per unit (doesn't include meter and other related charges) plus \$354 for inspection fees (Total: \$12,167)</i>
	<i>Orland Park: \$1,350 per dwelling plus meter fee of \$5,109 for 1" service (Total: \$6,459)</i>
	<i>Frankfort: \$4,000 per unit</i>
	<i>New Lenox: \$5,092 per unit.</i>

*Based on the information above, the average of a 1" Residential tap-on with meter fees for the surrounding municipalities is: \$6,929.50.*

**\* Recommended Fee: \$6,000**

**Commercial Tap-on Fees:**Tinley Park: 1" -  $\$150 + \$425 = \$575$  (Current)Mokena: 1" -  $\$11,813 + \$354 = \$12,167$ Orland Park: 1" -  $\$590 + \$5,109 = \$5,699$ New Lenox: 1" -  $(\$5,092 + \$8,156) \times 1.0 = \$13,248$ 

Based on the information above, the average of a 1" Commercial tap-on with meter fees for the surrounding municipalities is: \$8,903.50.

**\* Recommended Fee: \$7,250**Tinley Park: 1-1/2" -  $\$225 + \$1,700 = \$1,925$  (Current)Mokena: 1-1/2" -  $\$18,208 + \$354 = \$18,562$ Orland Park: 1-1/2" -  $\$658 + \$10,218 = \$10,876$ New Lenox: 1-1/2" -  $(\$5,092 + \$8,156) \times 1.8 = \$23,846.40$ 

Based on the information above, the average of a 1-1/2" Commercial tap-on with meter fees for the surrounding municipalities is: \$14,446.10.

**\* Recommended Fee: \$12,000**Tinley Park: 2" -  $\$300 + \$1,925 = \$2,225$  (Current)Mokena: 2" -  $\$30,349 + \$354 = \$30,703$ Orland Park: 2" -  $\$1,406 + \$16,348 = \$17,754$ New Lenox: 2" -  $(\$5,092 + \$8,156) \times 2.9 = \$38,419.20$ 

Based on the information above, the average of a 2" Commercial tap-on with meter fees for the surrounding municipalities is: \$22,844.05.

**\* Recommended Fee: \$19,000**Tinley Park: 3" -  $\$450 + \$2,450 = \$2,900$  (Current)Mokena: 3" -  $\$42,489 + \$354 = \$42,843$ Orland Park: 3" -  $\$4,083 + \$32,697 = \$36,780$ New Lenox: 3" -  $(\$5,092 + \$8,156) \times 11.0 = \$145,728.00$ 

Based on the information above, the average of a 3" Commercial tap-on with meter fees for the surrounding municipalities is: \$57,462.75.

**\* Recommended Fee: \$46,000**Tinley Park 4" -  $\$600 + \$3,950 = \$4,550$  (Current)Mokena 4" -  $\$84,979 + \$354 = \$85,333$ Orland Park: 4" -  $\$8,701 + \$51,089 = \$59,790$ New Lenox: 4" -  $(\$5,092 + \$8,156) \times 14.0 = \$185,472.00$ 

Based on the information above, the average of a 4" Commercial tap-on with meter fees for the surrounding municipalities is: \$83,773.75.

**\* Recommended Fee: \$68,000**

Tinley Park: 6" -  $\$900 + \$6,800 = \$7,700$  (Current)  
 Mokena: 6" -  $\$185,891 + \$354 = \$186,245$   
 Orland Park: 6" -  $\$25,274 + \text{negotiated meter charge}$   
 New Lenox: 6" -  $(\$5,092 + \$8,156) \times 21.0 = \$278,208.00$

*Based on negotiated meter charges for Commercial tap-on services larger than 4", the service fees can be negotiated with the Village*

- Each cost above is the tap-on fee plus meter fee for each municipality except New Lenox which is the water connection charges multiplied by a rate factor based on the size of the water meter required.
- As a note, the Village of Frankfort tap-on and meter fees are \$4,500 plus additional costs based on gallons per day

The Village Of Tinley Park current tap-on fees are \$150 for water per inch and \$200 for sanitary sewer.

Attached please find the Village's updated Water Meter Pricing for 2018-2019.

#### Staff Direction Request:

Based on the average of the tap-on and meter fees charged by the surrounding communities, we recommend increasing our fees as follows and recommended above:

Residential Fee: \$6,000  
 1" Commercial Fee: \$7,250  
 1-1/2" Commercial Fee: \$12,000  
 2" Commercial Fee: \$19,000  
 3" Commercial Fee: \$46,000  
 4" Commercial Fee: \$68,000

\*Fees for services larger than 4" can be negotiated with the Village.

#### Attachments

1. Village's current water meter pricing (4 pages)
2. Village current tapping fee pricing (1 page)
3. Village of Mokena's Fee Schedule and Standard Contributions (3 pages)
4. Village of Orland Park's Code of Ordinances (3 pages)
5. Village of Frankfort's Utility Tap-on Connection Fees (1 page)
6. Village of New Lenox's Water and Sanitary Sewer Tap-on Fee Ordinance

## **Water Meter Pricing 2018-2019**

**5/8" Water Meter \$293.00 Total cost**

**Meter \$121.00**

**Single port antenna \$130.00**

**Ford fittings \$22.00 (pair)**

**Misc. items \$20.00**

**1" Water Meter \$355.00 Total cost**

**Meter \$170.00**

**Single port antenna \$130.00**

**Ford fittings \$35.00 (pair)**

**Misc. items \$20.00**

**1 ½" Domestic Water Meter \$1401.00 Total cost**

**Meter \$1220.00**

**Single port antenna \$130.00**

**Flange kit \$31.00**

**Misc. items \$20.00**

**1 ½" Irrigation Water Meter \$660.00 Total cost**

**Meter \$479.00**

**Single port antenna \$130.00**

**Flange kit \$31.00**

**Misc. items \$20.00**

**2" Domestic Water Meter \$1554.00 Total cost****Meter \$1364.00****Single port antenna \$130.00****Flange kit \$40.00****Misc. items \$20.00****2" Irrigation Water Meter****Meter \$675.00****Single port antenna \$130.00****Flange kit \$40.00****Misc. items \$20.00****3" Domestic Water Meter \$1946.00 Total cost****Meter \$1731.00****Single port antenna \$130.00****Flange kit \$65.00****Misc. items \$20.00****3" Irrigation Water Meter \$1330.00 Total cost****Meter \$1115.00****Single port antenna \$130.00****Flange kit \$65.00****Misc. items \$20.00**

**4" Domestic Water Meter \$3232.00 Total cost****Meter \$3007.00****Single port antenna \$130.00****Flange kit \$75.00****Misc. items \$20.00****4" Irrigation Water Meter \$2325.00 Total cost****Meter \$2100.00****Single port antenna \$130.00****Flange kit \$75.00****Misc. items \$20.00****6" Domestic Water Meter \$5533.00 Total cost****Meter \$5191.00****Single port antenna \$130.00****Flange kit \$192.00****Misc. items \$20.00****6" Irrigation Water Meter \$4042.00 Total cost****Meter \$3700.00****Single port antenna \$130.00****Flange kit \$192.00****Misc. items \$20.00**

**Misc. items include:**

**Touchpad**

**Gaskets**

**Grounding clamp**

**3 conductor wire**

**\*\* If two meters are needed for the same building a dual port antenna may be necessary in place of the single port antenna. The cost of the dual port antenna is \$145.00.**

**\*\*Prices for meters larger than 6" are available upon request.**



<b>TAPPING FEES AND WATER METER PRICES</b>							
	<b>Size</b>	<b>Tap Fee</b>	<b>Meter Cost</b>	<b>Meter Size</b>	<b>Max. Spread/ GPM</b>	<b>Spacing</b>	<b>Digits</b>
	<b>Service</b>						
RESIDENCE	1"	\$150.00	\$250.00	5/8 X 3/4"	20	12"	7
2 FLAT	1"	\$150.00	\$250.00	3/4"	30	12"	7
COMMERCIAL (3 & 4 Flat)	1"	\$150.00	\$425.00	1"	50	16 1/2"	7
<b>ALL BELOW ARE WITH FLANGED CONNECTIONS:</b>							
Irrigation	1 1/2"	\$225.00	\$675.00	1 1/2" Comp.	100	13"	8
5-12 Flat	1 1/2"	\$225.00	\$1,700.00	1 1/2" Omni	100	13"	8
13-24 Flat	2"	\$300.00	\$1,925.00	2" Omni	160	15 1/4"	8
25-38 Flat	3"	\$450.00	\$2,450.00	3" Omni	320	17"	8
	4" **	\$600.00	\$3,950.00	4" Omni	500	20"	9
	6" **	\$900.00	\$6,800.00	6" Omni	1000	24"	9
**Not in Stock							
All meters complete with coupling or flanges.							
CITY OF CHICAGO WATER DEPARTMENT			312-744-7001				
COOK COUNTY HEALTH DEPARTMENT			WELL TESTING & SEPTIC				
Updated 6/1/18							



**Exhibit L**  
**Village of Mokena**  
**Fee Schedule & Standard Contributions**

The fees and contributions summarized below are detailed in the Village of Mokena Contribution Ordinance and other Village materials.

**Concept Fees:**

Site Acreage	Fee
0 to 5.0	\$250 minimum
5.01 to 40.0	\$50 per acre
40.01 or greater	\$2,000 + \$20 per acre over 40 acres

**Concept Plan Review Fees (Engineering):**

Site Acreage	Fee
0 to 2.0	\$300
2.1 to 4.0	\$600
4.1 to 9.0	\$900
9.0 or greater	\$1,500

*(Fee to be credited toward fees paid for engineering review)*

**Planning Review Fees:**

Review Type	Fee
Special Use	\$800
Subdivision/PUD	\$1,600
Rezoning (1 acre or less)	\$600
Rezoning (1 acre or more)	\$1,000
Follow-Up	\$600 per plan

**Engineering Review Fees:**

Amount of Improvements	Fee
Less than \$10,000	\$275
\$10,000.01 to \$20,000	\$275 + 3.5% of amount over \$10,000
\$20,000.01 to \$50,000	\$575 + 3.0% of amount over \$20,000
\$50,000.01 to \$100,000	\$1,325 + 2.75% of amount over \$50,000
\$100,000.01 to \$500,000	\$2,450 + 2.5% of amount over \$100,000
\$500,000.01 or greater	\$10,450 + 1.5% of amount over \$500,000

**Inspection Services Fees:**

Amount of Improvements	Fee
Less than \$10,000	\$250
\$10,000.01 to \$20,000	\$250 + 2.25% of amount over \$10,000
\$20,000.01 to \$50,000	\$475 + 2.0% of amount over \$20,000
\$50,000.01 or greater	\$1,075 + 1.5% of amount over \$50,000

Village of Mokena ♦ 11004 Carpenter Street ♦ Mokena, IL 60448  
 Community Development ♦ Phone (708) 479-3900 ♦ Fax (708) 479-4844  
 communitydevelopment@mokena.org ♦ www.mokena.org

**Fee Schedule and Standard Contributions (continued)**

**Individual sites with no public improvements:**

Engineering consultant review fees may be incurred by the Village, and are recoverable from the developer. An engineering plan review deposit may be required.

Residential Variation Request	\$225
Non-Residential Variation Request	\$600
Site Plan & Architectural Review Committee Fee	\$200 per review
Landscape Plan Review	\$150
Will County 1 ½ Mile Review	\$100
Public Hearing Fee	\$800
Site Grading Deposit	\$2,000 per acre

**Contributions**

**Schools:**

Where a Development is too small for a practical contribution of school land, or available land is inappropriate for school sites, a cash contribution per dwelling in lieu of land dedication is required prior to subdivision.

<u>Detached Single Family</u>			<u>Attached Single Family</u>			<u>Low-density Apartments (15/acre max)</u>		
# Bedrooms			# Bedrooms			# Bedrooms		
2	\$902	\$1,875*	1	\$116	\$150*	1	\$157	\$150*
3	\$2,465	\$1,875*	2	\$620	\$300*	2	\$618	\$300*
4	\$3,046	\$2,500*	3	\$1,804	\$450*	3	\$1,423	\$450*
5	\$3,664	\$3,125*	4	\$3,243	\$800*			

\*Supplemental school district contributions are to be applied when annexing property.

**Library:** \$150 per dwelling unit/lot (Mokena district only. Check other districts for fees)

**Fire Protection:** \$150 per dwelling unit/lot (Mokena district only. Check other districts for fees)

**Parks:**

Where a development is too small for a practical contribution of park land, or available land is inappropriate for park and recreation purposes, a cash contribution per dwelling in lieu of land dedication is required prior to subdivision.

<u>Detached Single Family</u>		<u>Attached Single Family</u>		<u>Low-density Apartments (15/acre max)</u>	
# Bedrooms		# Bedrooms		# Bedrooms	
2	\$1,267	1	\$775	1	\$783
3	\$1,724	2	\$1,212	2	\$1,163
4	\$1,877	3	\$1,564	3	\$1,402
5	\$2,044	4	\$1,985		

**Fee Schedule and Standard Contributions (continued)**

**Capital Expenditures:**

	<b>Fee per Dwelling Unit</b>
Municipal Facilities	\$1,500
Road Improvements	\$610
Equipment/Personnel - Police	\$440
Lincoln Way Communications	\$56
ESDA - Sirens	\$45

**Equipment/Personnel - Public Works: Calculation based on proposed development**

Equipment/Personnel = Center lane miles of road in project x \$8,250.00 = \$\_\_\_\_\_

**Water and Sewer Connection Fees**

**Residential Use:**

Fiscal Year 2019 = \$11,813 per unit *(Does not include Meter & other related charges)*

**Commercial/Industrial Use:**

<b>Water Service Line Size</b>	<b>Fiscal Year 2019</b>
1"	\$11,813
1 ½ "	\$18,208
2"	\$30,349
3"	\$42,489
4"	\$84,979
6"	\$185,891

**Water and Sewer Inspection Fees:**

Fiscal Year 2019 = \$354

**Legal Fees:** \$1,000 deposit as encumbered

Legal fees may be incurred by the Village, and are recoverable from the developer. A legal deposit of \$1,000 may be required.

**\* The fiscal year ends June 30th of each year**

**Orland Park Code of Ordinances**

**4-4-1-2: CONNECTION CHARGE; PAYMENT:**

The applicant for a water connection permit shall, as a prerequisite to the issuance of the permit for connection to the combined waterworks and sewerage system of the Village, pay a connection charge which will be deposited in the Village Water fund, which charge shall be a combination of the applicable tap size and meter size as follows:

**CONNECTION FEE TABLE**

Tap Size	Fire Demand Factors*	Tap Fee	Meter Size	Meter Demand Factors**	Meter Fee Per Meter
3/4"	1.6	\$ 363	3/4"	1.0	\$ 3,537
1"	2.6	\$ 590	1"	2.5	\$ 5,109
1 1/2"	2.9	\$ 658	1 1/2"	5.0	\$ 10,218
2"	6.19	\$ 1,406	2"	8.0	\$ 16,348
3"	17.98	\$ 4,083	3"	16.0	\$ 32,697
4"	38.32	\$ 8,701	4"	25.0	\$ 51,089
6"	111.31	\$ 25,274			
8" or over	237.21	\$ 53,861			
*Fire Demand Factors – AWWA Manual M1 Table 30-5 page 224					
**Meter Demand Factors – AWWA Manual M1 Table 28-2 page 202					

For meter sizes over 4", the meter connection charge shall be negotiated with the Director of Public Works and agreed upon between the applicant and the Board of Trustees. The Director of Public Works shall base his or her recommendation to the Board of Trustees on an estimate of water usage. The applicant shall furnish the necessary information for the Director of Public Works to make said estimate.

Where there is a currently existing, effective annexation agreement, subdivision agreement, or other agreement between the Village and developer or homeowners group with respect to water connection fees, the fees charged may differ until said agreement expires.

If a larger meter set is added after the initial permit is issued, the difference between the smaller and larger meter shall be due upon installation of the larger meter.

Payment: The time of payment of the connection charges herein provided may be modified by the Village and an applicant or future applicant by the terms of an

annexation agreement executed pursuant to the provisions of Division 15.1 of Article 11 of Act 5 of the Illinois Municipal Code, or by the terms of a development agreement between the Village and applicant.

However, where there is currently existing an annexation agreement, subdivision agreement, or other agreement between the Village and developer or homeowners group with respect to water connection fees, the fees charged shall be in accord with Ordinance 1308 until said agreement expires.

If a larger meter set is added after the initial permit is issued, the difference between the smaller and larger meter shall be due upon installation of the larger meter.

For a tap size over six inches (6"), the connection charge shall be negotiated and agreed upon between the applicant and the Board of Trustees but it shall not be less than the minimum charge for a six inch (6") tap and one inch (1") meter set. The Village Engineer shall make a recommendation to the Board of Trustees of the amount of the fee based on an estimate of water usage. The applicant shall furnish the necessary information for the Village Engineer to make said estimate.

**Payment:** The time of payment of the connection charges herein provided may be modified by the Village and an applicant or future applicant by the terms of an annexation agreement executed pursuant to the provisions of Division 15.1 of Article 11 of Act 5 of the Illinois Municipal Code, or by the terms of a development agreement between the Village and applicant.

(Ord. 4378, 8-4-08)

#### **4-9-1: CONNECTION FEE:**

Whenever any lands included in zoning districts pursuant to the Land Development Code of the Village and being the subject matter of a plat of subdivision or plat of resubdivision or a plat of a planned unit development or plat of commercial or industrial development are to be served by the Village combined waterworks and sewerage system, a connection fee thereto shall be paid to the Village by a developer, determined as follows:

**Attached Single-Family Residential Construction and Townhomes:** A connection fee of \$1,350.00 per dwelling unit contained in an attached single-family residence and townhome construction shall be payable to the Village in the manner prescribed herein. The number of dwelling units shall be determined by those delineated on the plat.

**Detached Single-Family Residential Construction:** A connection fee of eighteen hundred dollars (\$1,800.00) per single-family residence to be constructed shall be payable to the Village in that manner prescribed herein.

**Multi-Family Residential Construction:** A connection fee of nine hundred fifty dollars (\$900.00) per dwelling unit contained in a multi-family development shall be

payable to the Village in the manner prescribed herein. The number of dwelling units shall be determined by those units delineated on the plat.

In determining the number of acres for purposes of calculating the total number of units that acreage used for a water retention or detention basin to serve the multi-family units, shall not be included.

**Commercial and Industrial Development:** For commercial and industrial developers, a connection fee shall be charged to the development in accord with the following formula:

One dollar fifty cents (\$1.50) per the average number of gallons of water used daily during the first year of full occupancy of the development. Such connection fee shall be payable to the Village.

In calculating that portion of the connection fee based on average daily gallons of usage of water, the following procedure shall be used: An estimated connection fee shall be calculated based on estimated average daily gallon usage of water. The estimate of average daily gallon usage shall be made by the Water and Sewerage Department in accord with those figures set forth in the following table. Seventy five percent (75%) of the estimated connection fee shall be the amount to be paid. After the commercial or industrial development has been fully occupied for a year, the actual average daily gallon usage of water will be determined and the actual fee determined. If the actual fee exceeds seventy five percent (75%) of the estimated connection fee, said difference shall be paid to the Village. If the seventy five percent (75%) of the estimated connection fees exceed the actual fee, the difference shall be refunded to, the developer.

Estimate Average Gallons		
Zoning District		Used Per day Per Acre
	BIZ	1,250 gallons
	MFG	2,500 gallons

Average number of gallons for a development shall be determined by multiplying the number of acres by the above estimated average gallons used per day per acre.

(Ord. 997, 10-8-79)



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- Demographics
- Entitlement Process
- Fee Schedules
- Regular Meetings
- Submittal Requirements
- Historic Business District
- Licensing & Registration
- Recent Development
- Do Business with the Village
- Job Openings

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Event Calendar

May 2019						
S	M	T	W	T	F	S
28	29	30	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1
2	3	4	5	6	7	8

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### Utility Tap-On Connection Fees



Village Ordinance 1313, adopted 7/16/90

For further information concerning utility tap-on connection fees, please contact the Community Development Department.

#### Residential

\$4,000 (Includes 1" water and 6" sewer tap)

#### Commercial/Industrial

The combined water and sewer tap fee is calculated using the following formula:

$$\$4,500 + [(average\ GPD - 350) / 350] \times \$4,000$$

Where GPD = Gallons Per Day  
 and 1 PE = 100 GPD



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ORDINANCE NO. 2786

**AN ORDINANCE AMENDING CHAPTER 94 OF THE  
MUNICIPAL CODE OF THE VILLAGE OF NEW LENOX, ILLINOIS  
(Water and Sanitary Sewer Tap-On Fees)**

---

WHEREAS, the Mayor and Board of Trustees of the Village of New Lenox, Will County, Illinois, have the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, Chapter 94 of the Village of New Lenox Municipal Code contains requirements for the payment of connection charges by individuals desiring to connect to the Village's sanitary sewer and/or water system; and

WHEREAS, the connection charges had not been studied for many years; and

WHEREAS, the Mayor and Board of Trustees of the Village of New Lenox authorized a study to evaluate the connection fees necessary to fund improvements to the sanitary sewer system and water system attributable to growth; and

WHEREAS, the Mayor and New Lenox Village Board of Trustees have deemed it to be in the best interest of the Village of New Lenox, Illinois, to amend certain portions of Chapter 94 as they pertain to connection charges for the Village's sanitary sewer and water systems.

NOW, THEREFORE, be it ordained by the Mayor and Board of Trustees of the Village of New Lenox, Will County, Illinois, as follows:

**Section 1:** That Section 94-143 (a) (1) shall be amended as follows:

**Sec. 94-143. Connection Charges**

(1) *Single-family residential units.* The sewer connection charge for single-family residential buildings shall be \$8,156 per single-family residential unit.

**Section 2:** That Section 94-143 (a) (5) shall be amended as follows:

(5) *Commercial and industrial buildings.* The sanitary sewerage tap-on fee shall be the product of the single-family residential unit fee identified in Section (1) above, multiplied by the rate factor applicable to the size of the water meter required to meet the building demand per the Illinois Plumbing Code in accordance with the following schedule:

Ordinance No. 2786

<i>Diameter of Potable Water Service</i>	<i>Rate Factor</i>
1 inch	1.00
1.5 inches	1.80
2 inches	2.90
3 inches	11.00
4 inches	14.00
6 inches	21.00

- a. In the case of the construction of a new building, or the alteration or addition to an existing building located on a lot or tract which has an existing sanitary sewerage service connection previously in use, the sanitary sewerage tap-on fee for the new or altered construction shall be the difference between that fee determined from the above rate schedule for the improvement and the fee determined from the above rate schedule applicable to the pre-existing condition.

**Section 3:** That Section 94-143 (a) (6) shall be amended as follows:

- (6) *All age restricted multi-family housing.* The sanitary sewerage tap-on fee shall be the product of the single-family residential unit fee identified above, multiplied by the rate factor applicable to the size of the water meter required to meet the building demand per the Illinois Plumbing Code in accordance with the following schedule:

<i>Diameter of Potable Water Service</i>	<i>Rate Factor</i>
1 inch	1.00
1.5 inches	1.80
2 inches	2.90
3 inches	11.00
4 inches	14.00
6 inches	21.00

**Section 4:** That Section 94-143 (a) (7) shall be amended as follows:

- (7) *Apartments and multiple-family dwellings containing nine or more dwelling units.* The sanitary sewerage tap-on fee shall be \$250 per dwelling unit plus the product of the single-family residential unit fee identified above, multiplied by the rate factor applicable to the size of the water meter required to meet the building demand per the Illinois Plumbing Code in accordance with the following schedule:

Ordinance No. 2786

<i>Diameter of Potable Water Service</i>	<i>Rate Factor</i>
1 inch	1.00
1.5 inches	1.80
2 inches	2.90
3 inches	11.00
4 inches	14.00
6 inches	21.00

**Section 5:** That Section 94-143 (b) and (c) shall be deleted in their entirety.

**Section 6:** That Section 94-271 (a) (1) shall be amended as follows:

**Sec. 94-271. Connection Charges**

(1) *Single-family residential units.* The water connection charge for single-family residential buildings shall be \$5,092 per single-family residential unit.

**Section 7:** That Section 94-271 (a) (5) shall be amended as follows:

(5) *Commercial and industrial buildings.* The water tap-on fee shall be the product of the single-family residential unit fee identified in Section (1) above, multiplied by the rate factor applicable to the size of the water meter required to meet the building demand per the Illinois Plumbing Code in accordance with the following schedule:

<i>Diameter of Potable Water Service</i>	<i>Rate Factor</i>
1 inch	1.00
1.5 inches	1.80
2 inches	2.90
3 inches	11.00
4 inches	14.00
6 inches	21.00

a. In the case of the construction of a new building, or the alteration or addition to an existing building located on a lot or tract which has an existing water service connection previously in use, the water tap-on fee for the new or altered construction shall be the difference between that fee determined from the above rate schedule for the improvement and the fee determined from the above rate schedule applicable to the pre-existing condition.

**Section 8:** That Section 94-271 (a) (6) shall be amended as follows:

Ordinance No. 2786

- (6) *All age restricted multi-family housing.* The water tap-on fee shall be the product of the single-family residential unit fee identified above, multiplied by the rate factor applicable to the size of the water meter required to meet the building demand per the Illinois Plumbing Code in accordance with the following schedule:

<i>Diameter of Potable Water Service</i>	<i>Rate Factor</i>
1 inch	1.00
1.5 inches	1.80
2 inches	2.90
3 inches	11.00
4 inches	14.00
6 inches	21.00

**Section 9:** That Section 94-271 (a) (7) shall be amended as follows:

- (7) *Apartments and multiple-family dwellings containing nine or more dwelling units.* The water tap-on fee shall be \$250 per dwelling unit plus the product of the single-family residential unit fee identified above, multiplied by the rate factor applicable to the size of the water meter required to meet the building demand per the Illinois Plumbing Code in accordance with the following schedule:

<i>Diameter of Potable Water Service</i>	<i>Rate Factor</i>
1 inch	1.00
1.5 inches	1.80
2 inches	2.90
3 inches	11.00
4 inches	14.00
6 inches	21.00

**Section 10:** That Section 94-271 (b) and (c) shall be deleted in their entirety.

**Section 11: Severability:** That each section and part hereof of this ordinance is deemed to be severable and should any section or part hereof be held invalid or unconstitutional by any court of competent jurisdiction, such ruling shall not affect the validity or constitutionality of the remaining portion(s) of this ordinance.

**Section 12: Repeal of Inconsistent Ordinances:** That all ordinances or parts thereof in conflict with the terms of this ordinance are hereby repealed and of no further force and effect to the extent of any such conflict.

Ordinance No. 2786

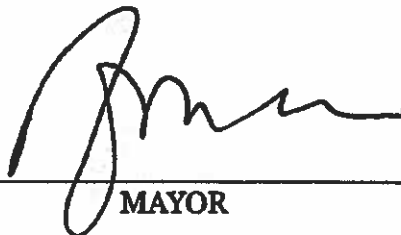
**Section 13:** Publication: That the Village Clerk is hereby directed to publish this ordinance in pamphlet form.

**Section 14:** Effective Date: That this ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

PASSED THIS 13 day of May, 2019 with  
7 members voting AYE, with -0- members voting NAY, and with  
-0- members ABSENT, the Mayor voting aye; and said vote being,  
BOWDEN aye, BUTTERFIELD aye, FINNEGAN aye,  
HOWARD aye, MADSEN aye, and SMITH aye.

  
\_\_\_\_\_  
VILLAGE CLERK

APPROVED this 13<sup>th</sup> day of May, 2019.

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
VILLAGE CLERK

**Interoffice****Memo**

DC Daniel Riordan

**Memo #19-103**

**Date:** June 28, 2019  
**REVISED:** July 19, 2019

**To:** Dave Niemeyer, Village Manager  
Forest Reeder, Fire Chief

**From:** Daniel Riordan, Deputy Chief / Fire Prevention

**Subject:** Fire Department Service Fee Proposals

As result of a recent review and analysis of Fire Department-related fees, the following is a recommendation to adjust the fees that relate to fire protection systems, fire alarm systems, and personnel costs for special event / fire watch activity. Attached is a table summarizing the proposed changes.

The proposed fees are based on two factors:

1. What surrounding communities have assessed for similar permits and services.
2. Cost to perform the permit process.

The short-term goal is to assess fees that can be considered consistent with surrounding communities and also be able to offset operational costs as a result of a permit function. The long-term goal is to periodically review the resources used for the permit and plan review functions and determine if the fees assessed are justified.

Permit fees relating new construction, fire alarm and fire sprinklers are assessed using three factors:

1. Administrative cost of the permit
2. Review of the submitted documents
3. Field inspection to ensure compliance

Permit fees for fire protection systems are proposed to increase from \$15 to \$50. The permit fee for fire alarm systems will remain \$50.

**FD Memo #19-103****June 28, 2019****Page 2**

Plan review fees for large fire protection, large fire alarm, and new construction have a proposed review fee of \$100. This fee amount was based in part on a five-year average of time spent reviewing permit plans. A table detailing annual plan review activity has been provided for reference. This data has been captured since 2010, but it was determined that 5-year review is all that was required. Additionally, future fee evaluations will be based on a rolling 5-year basis using this data.

<b>YEAR</b>	<b>Plan Reviews</b>	<b>Plan Review Hours</b>	<b>Avg. Hours/Plan Review</b>
2013	244	750	3.07
2014	242	658	2.72
2015	280	592	2.11
2016	264	617	2.34
2017	298	505	1.69
<b>TOTALS</b>	<b>1,328</b>	<b>3,122</b>	<b>2.35</b>

Field inspection fees would be increased from \$50 / inspection to \$75 / inspection. This fee increase offsets the cost of inspectional personnel performing this activity.

The following table provides examples of current and proposed fees for both fire alarm and fire protection permits.

<b>Sample Permit Fee Comparison</b>				
	<b>Large Fire Alarm (&gt;10 devices)</b>		<b>Large Fire Protection (&gt;20 sprinkler heads)</b>	
	<b>Current</b>	<b>Proposed</b>	<b>Current</b>	<b>Proposed</b>
<b>Permit</b>	\$50	\$50	\$15	\$50
<b>Plan Review</b>	\$50	\$100	\$0	\$100
<b>Inspection (2)</b>	\$50 / insp	\$75 / insp	\$50 / insp	\$75 / insp
<b>Other</b>			.50¢ / Sprinkler Head	.50¢ / Sprinkler Head

The attached table also details fees for pyrotechnics, CPR and Fire Department personnel costs for special events and firewatch duties. The pyrotechnic and CPR fees are existing with the fees proposed to be codified.

**Recommendation**

The Fire Department is requesting that the recommended fees stated in this memo be approved and be included with the proposed Village Fee Schedule.

Please contact me if you have any questions.

DPR/caf



**Fire Department Fee Proposals**

Fee Type	Current Fee	Last Fee Change	Proposed Fee	Comparable Jurisdictions	Comment / Recommendations
<b>Plan Review Fee (continued)</b>					
Large Fire Alarm System (> 10 devices)	\$50	Approximately 2002	\$100	OFPD = \$110 (8,000 sq. ft.), pro-rated thereafter, Matteson = \$250; ICC = \$150/hour; Frankfort FPD = \$100-\$500	RAISE - based on internal time study and comparable community analysis.
New Construction Plan Review	\$0	New Fee	\$100	Frankfort FPD = \$100-\$500; OFPD = \$345-\$625	No fee ever established; increase based on internal time study and comparable community analysis.
<b>Field Inspection Fee</b>					
New Construction / Acceptance Testing	\$50 / inspection	Approximately 2002	\$75 / inspection	No proposed changes	Fee change based on personnel cost to perform activity.
<b>Other Fees</b>					
Fire Dept. Personnel Cost	\$0	New Fee	\$75/person/hr. for non-Village sponsored events / firewatch	OFPD = \$75/person/hr.	No fee ever established; based on comparable community / jurisdiction.
CPR	\$45 / Person	Approximately 2012	\$45 / Person	Other jurisdictions in the area charge \$40-\$65 / person	Existing fee has never been codified. Recommend continue fee for this activity.
Special Effects / Pyrotechnic Permit	\$500	Approximately 2010	\$500	Rosemont = \$500	Pyrotechnic fee has always been permitted using "other" permit fees. Recommend continue fee for this activity.



**Fire Department Fee Proposals**

Fee Type	Current Fee	Last Fee Change	Proposed Fee	Comparable Jurisdictions	Comment / Recommendations
<b>Fire Alarm/Fire Protection Permit Fee</b>					
Fire Protection	\$15	Fee >20 years old	\$50 + .50¢ per sprinkler head/nozzle	OFPD = \$145 (incl. review); Oak Forest = \$100	RAISE - no cost increase of permit >20 years and comparable community analysis.
Fire Alarm	\$50		\$50	No proposed changes	Current fee remains.
<b>Plan Review Fee</b>					
Small Fire Sprinkler System (≤ 20 Sprinkler Heads)	\$0	New Fee	\$50	OFPD = \$145 (incl. review); Oak Forest = \$100; Matteson = \$300 ICC = \$150/hour	No fee ever established; increase based on comparable communities and size of system and internal time study.
Large Fire Sprinkler System (>20 Heads)	\$0	New Fee	\$100	ICC = \$150/hour; Frankfort FPD = 1¢/sq. ft. ORL Fire Prot = \$450-\$800	No fee ever established; increase based on comparable communities, size of system and internal time study.
Fixed Extinguishing System	\$0	New Fee	\$100	Frankfort FPD - \$100 OFPD = \$300	No fee ever established; increase based on comparable communities, size of system and internal time study.
Small Fire Alarm System (≤ 10 devices)	\$50	Approximately 2002	\$50	OFPD = \$110 (8,000 sq. ft.), pro-rated thereafter; Matteson = \$250; ICC = \$150/hour	No fee change for this size system.



# PLAN COMMISSION STAFF REPORT

November 21, 2019

## Text Amendment-Masonry Requirements

### Petitioner

Village of Tinley Park

### Property

Village Wide

### Approvals Sought

Text Amendment

### Project Planner

Paula Wallrich, AICP  
Planning Manager



## EXECUTIVE SUMMARY

Staff is currently working with a consultant to update the Tinley Park Comprehensive Building Code. As part of the process certain sections of the Village's Code have been identified that are not typically addressed in a building code. One of these is regulating building materials for aesthetic purposes. Municipalities have the authority to regulate aesthetics in order to protect community character and maintain the stability of residential, business, and industrial areas within its boundaries. Specifically, communities often adopt regulations requiring certain materials for new construction that require products such as face brick, glass or stone yet prohibit materials such as cinder block, metal or vinyl which are often considered to represent a lower quality in construction. Historically, Tinley Park has required masonry construction on all building types to varying degrees. Residential properties require first floor brick; non-residential properties require a certain percentage of brick depending on its size. As a consequence of transferring certain sections from the Building Code, staff has re-evaluated building material requirements in light of current development trends and increasing building material costs.

Staff is supporting the current brick masonry requirements for residential and commercial districts (including the ORI District) with some minor changes. However, staff is recommending a change in the industrial districts that would continue to require masonry construction but not require the use of face brick on buildings larger than 80,000 sq. ft. In addition staff is recommending a change in the protocol for site plan review and is recommending architectural and site design standards to assist in the review of architectural and site plans proposed for non-residential structures. These amendments will streamline the review process and result in regulations that support economic development rather than function as an encumbrance to industrial growth.

## HISTORY OF MASONRY REGULATIONS

In 2001 the Village adopted Ordinance 2001-O-028 which amended the Tinley Park Comprehensive Building Code to require the exterior wall of all commercial buildings to be constructed of *"face brick, decorative stone or other approved masonry products"*. At the time, the Village's Comprehensive Building Code only required residential structures to meet the masonry or brick material standard. Starting in 2005 staff raised additional concerns regarding the lack of defined quantities of brick or definitions for acceptable masonry products. As a consequence of these concerns, the Comprehensive Building Code was amended in May of 2007 to expand upon the masonry requirements for all nonresidential properties that specified certain requirements of brick based on the size of the structure. These requirements remain enforced today.

The adoption of the brick requirements for non-residential uses in 2007 was quickly followed by an economic decline that slowed new development in the Village. However, the construction that the Village has experienced reflects the quality construction the Village was seeking with the adoption of these new regulations. Projects such as Anthem, Brickford, Davita Dialysis, Brixmor outlot and Great Escape (all commercial projects that have met masonry requirements) represent the aesthetic of an economically strong and competitive community with continued commercial growth. The industrial market however has not realized the same desired growth especially for projects with structures greater than 40,000 sq. ft. While it is evident that the economy and Cook County taxes have played a role in industrial growth, the Village needs to remain as competitive as possible to attract quality large scale development—especially along I-80 where the Village has vacant land and opportunity with strong competition from lower taxes in Will County.



Since the 2007 amendment, there have been some new developments that have requested Variations from the brick requirement. The most recent request was the WoodSpring Suites Hotel located in the North Creek Business Center. The Applicant proposed to incorporate stone into the majority of the façade rather than brick due to building material prototypes by the WoodSpring Suites brand. While the hotel consists of approximately 60% of stone veneer masonry, no brick was used (60% brick was required). The Plan Commission stated that the proposed building was attractive and did not voice concerns about the use of stone rather than brick.





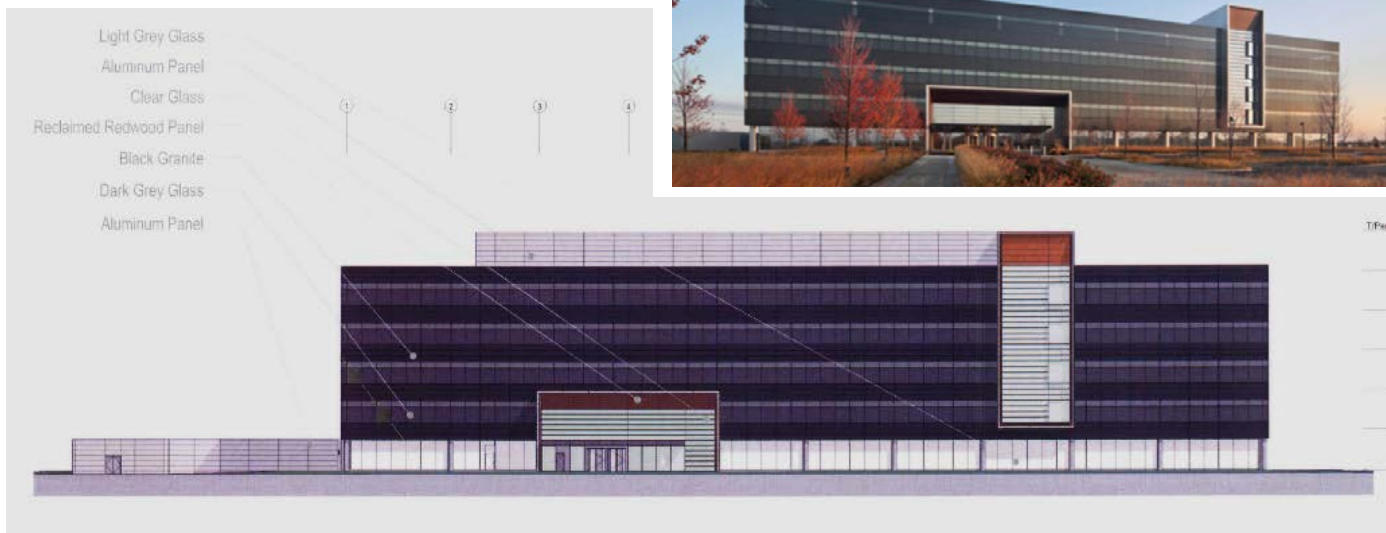
In 2017 the second phase of the Tinley Park Corporate Center PUD was constructed which included a 295,690 sq. ft. industrial building void of any brick material. This structure was part of a Planned Unit Development approved in 2007 which allowed for the non-brick architecture. The pre-cast tilt up construction was consistent with the 915,000 sq. ft. structure constructed in Phase 1. Panduit (430,000 sq. ft.) was another project that was constructed without brick and yet is a success with respect to architectural appeal.



Tinley Park Corporate Center Phase 1



Tinley Park Corporate Center Phase 2



Panduit

Many other attractive industrial buildings in Tinley Park have been constructed with pre-cast tilt up construction absent of brick.



**RESEARCH**

In reviewing the current masonry or brick requirements for commercial and industrial buildings staff reviewed the construction requirements of neighboring communities. See the chart below:

Community	Exterior Building Material Requirements by Building Type	
	Commercial	Industrial
<b>Tinley Park</b>	<ul style="list-style-type: none"> <li>• 1-3,000 SF: 100% face brick</li> <li>• 3,001-40,000 SF: 75% face brick, 25% other masonry</li> <li>• 40,001-80,000 SF: 60% face brick, 40% other masonry</li> <li>• 80,001+ SF: 25% face brick, 75% other masonry</li> </ul>	
<b>Mokena</b>	<ul style="list-style-type: none"> <li>• 100% masonry and glass</li> </ul>	<ul style="list-style-type: none"> <li>• 100% of front elevation must be masonry and glass</li> <li>• 75% of all other elevations must be masonry and glass</li> </ul>
<b>New Lenox</b>	<ul style="list-style-type: none"> <li>• Architectural precast concrete (exposed aggregate, acid etched, polished, honed, thin brick, stone veneer); or</li> <li>• Solid masonry (face brick, stone, exposed aggregate) on front and sides. Rear elevations can be common brick.</li> </ul>	<ul style="list-style-type: none"> <li>• The total surface area of the front elevation shall be constructed of solid finish veneer, masonry or glass.</li> </ul>
<b>Orland Park</b>	<ul style="list-style-type: none"> <li>• Design Guidelines, does require brick from ground level to tops of windows</li> </ul>	<ul style="list-style-type: none"> <li>• Design Guidelines, does require brick from ground level to tops of windows</li> </ul>

<b>Lockport</b>	<ul style="list-style-type: none"> <li>• Design Guidelines with levels of classes of materials which require % of brick</li> </ul>	<ul style="list-style-type: none"> <li>• Design Guidelines with levels of classes of materials.</li> </ul>
<b>Plainfield</b>	<ul style="list-style-type: none"> <li>• Design guidelines encourage utility brick, sandstone, native stone or glass; concrete block, split face block, pre-cast panels or EFIS are discouraged.</li> </ul>	<ul style="list-style-type: none"> <li>• Design guidelines require masonry materials including pre-cast concrete panels, split face block. No brick required.</li> </ul>

While masonry construction is required in most communities a requirement of brick it is typically only required for commercial – not industrial uses. Due to the scale of some of the industrial structures, the use of face brick can become cost prohibitive. In addition the use of face brick, even jumbo brick (4" x 3" x 8"), is often out of scale for the larger industrial structures. In researching cost of construction and speaking with some of the local developers, the threshold for constructing with brick appears to be around 40,000 to 50,000 sq. ft. when brick becomes too costly to use. Interestingly, even where brick or solid masonry is required by code in some of the adjacent communities, very little, if any, large industrial structures are constructed meeting these requirements. In speaking with New Lenox for example, waivers are consistently issued to allow for concrete tilt-up construction. New Lenox has not required solid finish veneer (brick) in any of the new industrial structures in their Cherry Hill Industrial area.

The development experienced along industrial corridors such as I-80, I-55 and I-355 illustrate a lack of brick masonry requirements. The communities of Orland Park, Lockport and Plainfield supplement their building material requirements with Design Guidelines which appears to prove helpful since the majority of the new industrial development in these areas do not conform to their code as illustrated in the photographs below.



I-80 Corridor, New Lenox

Courtesy of Google Maps



I-355, Lockport

Courtesy of Google Maps



*I-355, Lemont**Courtesy of Google Maps**I-55, Plainfield**Courtesy of Google Maps*

## DISCUSSION/RECOMMENDATION

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Staff is recommending several text amendments related to building material requirements. Following is a list of the amendments followed by discussion of each respectfully.

1. Delete Section 305 Masonry from the Comprehensive Building Code;
2. Amend Section II.B. (Definitions) to include a definition for "Masonry";
3. Amend Section III.U.(Site Plan Review) to include architectural review; provide architectural and site design standards;
4. Amend Section V. C. 4. (Elevations and Facades) to include masonry requirements for single-family detached, single-family attached, townhomes and all single-family semi- detached dwellings;
5. Amend Section V.C.7. (General Requirements/All Business & Commercial Districts) to include masonry requirements for all commercial districts including the Office and Restricted Industrial District and multi-family dwellings; and

6. Amend Section V.C.10. (Site Development Standards for Industrial Uses) to include masonry requirements for all industrial districts.

1. **Delete Section 305 Masonry from the Comprehensive Building Code.** Staff is recommending that references to design and masonry requirements for residential and non-residential structures be removed from the Comprehensive Building Code and incorporated into the Zoning Ordinance to allow for improved efficiencies. Including masonry requirements as part of the Site Plan Review process will provide for a more comprehensive and consistent review of development as well as make the review process more efficient with requiring just one review process (Plan Commission) versus adding another committee review (Community Development Committee). Any variation request can be handled through the variance process with established standards for consistent review. The provision of Architectural and Site Design Standards will not only assist in the review but will also provide support for variation requests if the standards are met. Staff is recommending that the masonry requirements currently in the Comprehensive Building Code be incorporated into Sections V.C.4, 7 & 10 as outlined below.
2. **Amend Section II.B. (Definitions) to include a definition for "Masonry".** Currently there is no definition for "Masonry" in the Zoning Code or the Comprehensive Building Code. Staff is recommending the following definition for masonry:

**MASONRY:** *Brick, stone, or architectural/decorative concrete block (split face, fluted or smooth). Tilt-up or pre-cast masonry walls (with face or thin brick inlay) are allowed where brick is required. Pre-cast concrete wall panels are included in this definition provided the structure includes architectural interest through the use of approved alternate building materials, use of alternate colors or scoring patterns as outlined in the Architectural and Site Design Standards.*

3. **Amend Section III.U.(Site Plan Review) to include architectural review utilizing architectural and site design standards.** Currently no building permit can be issued for "the construction or alteration of any multi-family residence, business, office, or industrial building or structure until a Site Plan has been reviewed by the Planning Department Staff and approved by the Plan Commission." So as not to burden the Commission's agendas the policy has been to forward only those developments to Plan Commission that include either a zoning process (Variation, Rezoning, Special Use or Plat approval) or are deemed a significant change to an existing condition. Staff provides site plan review for all conforming projects. Architectural review has not been a part of this review except for projects requesting assistance through the Oak Park Playbook or projects located in the Legacy District.

The inclusion of architectural review as part of the Site Plan review will allow for consistent enforcement of the masonry requirements as defined in the proposed amendments as well as provide for assurances of quality architecture as outlined in the architectural standards. The addition of Site Design standards provides support and guidance for site plan review. Design Guidelines/Standards are an industry standard in many communities and according to staff in the communities of Orland Park, Lockport, Naperville and Plainfield have proven very helpful in obtaining quality development. Staff is recommending the following text amendment to Section III.U. (Site Plan Review). Proposed text amendments are noted in red :

#### **U. SITE PLAN AND ARCHITECTURAL REVIEW**

*No Building Permit shall be issued for the construction or alteration of any multi-family residence, business, office, or industrial building or structure until a Site Plan **and Architectural Review** has been reviewed by the Planning Department Staff and **if required**, approved by the Plan Commission.*

*The Planning Department Staff shall review the site **and architectural** plans for conformance with this Ordinance and other Codes and Ordinances of the Village, and **if required**, shall make a report with recommendations to the Plan Commission. **Plan Commission review is required if the proposed development requires zoning approval (Variation,***



*Rezoning, Special Use Permit, Map Amendment or Plat approval). For projects requiring Plan Commission review, after receiving the report of the Planning Department Staff, the Plan Commission shall approve the Site Plan, with or without conditions, deny it, or refer it back to the Planning Department Staff for further study.*

Insert under Section III. U.1.(after Site Plan Contents) :

## **2. Architectural Plan Contents:**

### An Architectural Plan shall

- a. *Be drawn at a scale of 1/8"=1' 0" or larger;*
- b. *Provide exterior elevations of all sides of the proposed structure with dimensions;*
- c. *Identify all building materials along with their specifications; and*
- d. *Provide building samples as requested by staff.*

Insert under Section III. U.2. (Conditions of Approval)

- g. *Staff has reviewed the Architectural Plans against the Architectural and Site Design Standards and found them to be in general conformance.*

Staff has provided the following standards to facilitate site and architectural review. These shall be inserted in Section III.U. after Section III.U.4. (Time Limitation):

### 6. Architectural and Site Design Standards

These design standards serve as a tool to encourage good architectural and site design that is cost effective yet contributes in a positive way to the overall quality aesthetic of Tinley Park. In addition to addressing architecture, building materials and site design, the Village regulates landscape and lighting design through the Zoning Ordinance and Municipal Code. The *Architectural and Site Design Standards* shall be used in tandem with these other design regulations.

The following standards do not prescribe a certain architectural style; their intent is to encourage architects and builders to fill the gap between general planning policies and specific zoning standards and encourage creative interpretation by developers and architects resulting in a design that exceeds minimal standards. Buildings should be attractive and memorable for all the right reasons; quality architecture remains the best signage for any business.

The following design standards apply to all non-residential development (including multi-family developments of 3 or more units):

### **Architecture**

- a. **Building Materials:** The size of the structure will dictate the required building materials (Section V.C. Supplementary District Regulations). Where tilt-up or pre-cast masonry walls (with face or thin brick inlay) are allowed vertical articulation features are encouraged to mask the joint lines. Concrete panels must incorporate architectural finishes that comply with "Building Articulation" (Section III.U.5.h.) standards. Cast in place concrete may be used as an accent alternate building material (no greater than 15% per façade) provided there is sufficient articulation and detail to diminish it's the appearance if used on large, blank walls.

- b. Cohesive Building Design: Buildings must be built with approved materials and provide architectural interest on all sides of the structure. Whatever an architectural style is chosen, a consistent style of architectural composition and building materials are to be applied on all building facades.
- c. Compatible Architecture: All construction, whether it be new or part of an addition or renovation of an existing structure, must be compatible with the character of the site, adjacent structures and streetscape. Avoid architecture or building materials that significantly diverge from adjacent architecture. Maintain the rhythm of the block in terms of scale, massing and setback. Where a development includes outlots they shall be designed with compatible consistent architecture with the primary building(s). Site lighting, landscaping and architecture shall reflect a consistent design statement throughout the development.
- d. Color: Color choices shall consider the context of the surrounding area and shall not be used for purposes of "attention getting" or branding of the proposed use. Color choices shall be harmonious with the surrounding buildings; excessively bright or brilliant colors are to be avoided except to be used on a minor scale for accents.
- e. Sustainable architectural design: The overall design must meet the needs of the current use without compromising the ability of future uses. Do not let the current use dictate an architecture so unique that it limits its potential for other uses (i.e. Medieval Times).
- f. Defined Entry: Entrance shall be readily identifiable from public right-of-way or parking fields. The entry can be clearly defined by using unique architecture, a canopy, overhang or some other type of weather protection, some form of roof element or enhanced landscaping.
- g. Roof: For buildings 10,000 sf or less a pitched roof is required or a parapet that extends the full exterior of the building. For buildings with a continuous roof line of 100 feet or more, a change of at least five feet in height must be made for every 75 feet.
- h. Building Articulation: Large expanses of walls void of color, material or texture variation are to be avoided. The use of material and color changes, articulation of details around doors, windows, plate lines, the provision of architectural details such as "belly-bands" (decorative cladding that runs horizontally around the building), the use of recessed design elements, exposed expansion joints, reveals, change in texture, or other methods of visual relief are encouraged as a means to minimize the oppressiveness of large expanses of walls and break down the overall scale of the building into intermediate scaled parts. On commercial buildings, facades greater than 100 feet must include some form of articulation of the façade through the use of recesses or projections of at least 6 inches for at least 20% of the length of the façade. For industrial buildings efforts to break up the long façade shall be accomplished through a change in building material, color or vertical breaks of three feet or more every 250 feet.
- i. Screen Mechanicals: All mechanical devices shall be screened from all public views.
- j. Trash Enclosures: Trash enclosures must be screened on three sides by a masonry wall consistent with the architecture and building material of the building it serves. Gates must be kept closed at all times and constructed of a durable material such as wood or steel. They shall not be located in the front or corner side yard and shall be set behind the front building façade.

**Site Design**

- a. **Building/parking location:** Buildings shall be located in a position of prominence with parking located to the rear or side of the main structure when possible. Parking areas shall be designed so as to provide continuous circulation avoiding dead-end parking aisles. Drive-through facilities shall be located to the rear or side of the structure and not dominate the aesthetics of the building. Architecture for canopies of drive-through areas shall be consistent with the architecture of the main structure.
- b. **Loading Areas:** Loading docks shall be located at the rear or side of buildings whenever possible and screened from view from public rights-of-way.
- c. **Outdoor Storage:** Outdoor storage areas shall be located at the rear of the site in accordance with Section III.O.1. (Open Storage). No open storage is allowed in front or corner side yards and are not permitted to occupy areas designated for parking, driveways or walkways.
- d. **Interior Circulation:** Shared parking and cross access easements are encouraged with adjacent properties of similar use. Where possible visitor/employee traffic shall be separate from truck or equipment traffic.
- e. **Pedestrian Access:** Public and interior sidewalks shall be provided to encourage pedestrian traffic. Bicycle use shall be encouraged by providing dedicated bikeways and parking. Where pedestrians or bicycles must cross vehicle pathways a cross walk shall be provided that is distinguished by a different pavement material or color.
7. **Amend Section V. C. 4. (Elevations and Facades) to include masonry requirements for single-family detached, single-family attached, townhomes and all single-family semi- detached dwellings.** The masonry requirements for residential structures will remain intact as it currently exists except for the addition of "townhomes" that are not addressed in the current code. Multi-family structures of 3 or more units are regulated as a non-residential structure and will be included in Section V.C.7. for purposes of regulating masonry requirements.

The proposed text amendments for Section V.C.4. and additions are identified in red as follows (Text under #1 remains as currently written in the Zoning Ordinance, items #2 ,4 & 5 remain as currently written in the Building Code):

**4. Elevations and Facades for Residential Districts:**

- 1 . No two single-family dwellings of identical front elevation or facade shall be constructed or located on adjacent lots, nor shall there be constructed or located more than twenty-five (25) percent of single-family dwellings of the same elevation or facade in any block. A change of front elevation or facade shall be deemed to exist when there is a substantial difference in roof line, type and location of windows, and/or kind and arrangement of materials. There shall not be constructed or located more than fifty (50) percent of single-family attached dwellings, or multiple-family dwelling buildings, or combinations thereof, of the same elevation or facade in any block. A change of front elevation or facade shall be deemed to exist when there is substantial difference in roof line, type and location of windows, and/or kind and arrangement or materials. This requirement shall not apply to developments of less than twelve (12) units or to condominium unit developments.
2. In all single-family detached, single-family attached, townhomes, and in all single-family semi-detached dwellings, exterior walls shall be constructed of face brick, decorative stone, or other approved masonry products as defined herein. Said construction shall commence from the finished grade and shall extend to the uppermost portion of the first story of such dwellings.

3. Multi-Family dwelling units (as defined in the Zoning Ordinance) shall be required to meet the masonry requirements of Section V.C.7 (General Requirements for Commercial/Office/Restricted Industrial Districts (B-1, B-2, B-3, B-4, B-5 & ORI))
4. Exterior wall construction in all buildings with dwelling units that are located one above another shall be of solid masonry or of a non-combustible construction with brick veneer.
5. Additions to residential units shall comply with these requirements:
  - a. If the dwelling unit 's first floor is made of face brick on all sides, any size addition shall be constructed of face brick.
  - b. If the dwelling unit is made of siding or other such material, an addition shall be constructed of matching material.
  - c. If the dwelling is a split level, made of brick and siding, any part of the addition visible from the front of the property must be constructed to match the existing building materials on the front facade. Any part of the addition not visible form the front of the property must be constructed of matching material to the original split level, but does not necessarily have to be of face brick.
  - d. If the addition covers more than one facade of the building or if the addition is large enough to be considered a complete remodel, the makeup of the building material shall adhere to the following guidelines:
    - i. If the subdivision is of predominantly brick dwelling units the addition shall be constructed of brick.
    - ii. If the subdivision is of primarily brick buildings, and the structure is made of both brick and another allowable material, the addition should be made of whatever material makes up the majority of the building's outer walls.
    - iii. If the subdivision consists of predominantly brick dwellings but the original structure is entirely made of siding or other such allowable material the addition may be made of matching material as long as it fits into the architectural contexts of the subdivision.
5. **Amend Section V.C.7. (General Requirements/All Business & Commercial Districts) to include masonry requirements for all commercial districts including Office and Restricted Industrial District and multi-family dwellings.** Currently the Comprehensive Building Code requires all non-residential buildings to be constructed with brick with varying percentages depending on the size of the structure. The existing masonry regulations for non-residential buildings are as follows:
  - 1-3,000 SF: 100% face brick
  - 3,001-40,000 SF: 75% face brick, 25% other masonry
  - 40,001-80,000 SF: 60% face brick, 40% other masonry
  - 80,001+ SF: 25% face brick, 75% other masonry

The code does not define "other masonry" nor does it distinguish the uses or districts where the buildings are located. As stated above, staff proposes to remove the masonry requirements from the Building Code and incorporate them into the Zoning Ordinance. As part of this proposal staff is recommending the requirements for Business (B-1 through B-5) and ORI districts (and multi-family structures) be incorporated into Section V. (Supplementary District Regulations) which provide General Regulations for Business/Commercial (Section V.C.7.).

Section V.C.7. (*General Regulations/All Business/Commercial Districts*) includes general requirements only for the commercial districts however the vast majority of the properties located in the *Office and Restricted Industrial District* (ORI) have been built either consistent with the masonry and brick requirements for the commercial districts or were developed prior to the 2007 masonry/brick ordinance. The majority of the hotels in the village are also located in the ORI districts and have been required to be constructed with brick since 2007 (with the exception of Woodspring as discussed above). Areas such as the North Creek (south of 183<sup>rd</sup> at West Creek Drive) and Hickory Creek (south of 183<sup>rd</sup> at 76<sup>th</sup> Ave.) Planned Unit Developments are zoned ORI with few vacant lots left for construction. The largest area available for development that is zoned ORI is along 191<sup>st</sup> street at 80<sup>th</sup> Avenue, Rte 45 north of I-80 and the Tinley Park Mental Health Center. Since these areas will most likely develop with professional offices or hotels, staff is recommending they be regulated similarly to commercial districts which require the majority of these structures to be constructed of brick. The size of the building impacts the amount of brick required and provides for the use of alternate masonry materials to comprise portions of the building not required to be constructed of brick. It also provides for the use of alternate building materials to be used as accents. The use of design standards will assist in ensuring quality construction.

Currently the Zoning Ordinance identifies the ORI District as an Industrial District for purposes of describing the districts (Section V.A.) however for purposes of outlining general regulations (Section V.C.7 & 10) staff recommends incorporating the ORI District regulations with the Business Districts due to the reasoning stated above concerning future development opportunities. Multi-family structures have also been included in this category.

The current Section V.C.7. (*General Regulations/All Business/Commercial Districts*) will remain generally intact with some minor changes for structures greater than 80,000 sq. ft.; instead of requiring 25% brick the amendment allows a choice of brick or decorative stone. Staff is recommending the current regulations for structures less than 40,000 remain as currently written with the addition of allowing the use of stone as a percentage of brick required.

The following table provides a comparison between existing and proposed masonry requirements.

<b>B-1, B-2, B-3, B-4, B-5 &amp; ORI ZONING DISTRICTS</b>			
SIZE	EXISTING	PROPOSED*	Impact
≤ 3,000 SF	100 % Face Brick	100% Face Brick (Decorative stone allowed for 30% of the brick requirement)	None- but provides flexibility with brick
3,001 – 40,000 SF	75% Face Brick, 25% other masonry (not defined)	75% Face Brick (Decorative stone allowed for 25% of the brick requirement), 25% other masonry as defined	None- but provides flexibility with brick with the use of stone and defines "other masonry"
40,001 – 80,000 SF	60% face brick, 40% other masonry (not defined)	60% face brick, (Decorative stone allowed for 20% of the brick requirement), 40% other masonry as defined.	None- but provides flexibility with brick with the use of stone and defines "other masonry"
≥ 80,000 SF	25% Face Brick, 75% other masonry (not defined)	25% Face Brick or decorative stone, 75% other masonry (as defined)	Less restrictive .No longer requires brick- allows choice of brick or stone., defines "other masonry"

\*15% of any one façade may use alternate building materials as defined in Section V.C.7.G. as architectural treatments, decorations or architectural accents

The proposed text amendments for Section V.C.7. and additions are identified in red as follows:

7. **General Requirements/All Business for Commercial/Office/Restricted Industrial Districts (B-1, B-2, B-3, B-4, B-5 & ORI) and Multi-family structures:** Unless otherwise provided in the regulations of this Ordinance, the following provisions shall apply: ~~to all business and commercial districts:~~
- A. All business, service, storage, merchandise display, and, where permitted, repair and processing, shall be conducted wholly within an enclosed building—except for off-street parking or loading for drive-in type operations and open-sales lots in districts where they are permitted;
  - B. Unless otherwise permitted herein, all **property located in business districts establishments** shall be retail trade or service establishments dealing directly with the customer, and all goods produced on the premises shall be sold on the premises where produced;
  - C. Processes and equipment employed and goods processed or sold shall be limited to those which are not objectionable by reason of odor, dust, smoke, noise, vibration, or water-carried waste. All activities shall conform ~~with~~ to the Performance Standards established for the ORI District and applied at the boundaries of the lot on which such activities take place;
  - D. Open spaces not permitted to be used for buildings, parking, walks, drives and other authorized impervious surfaces shall be open to the sky and planted with trees, shrubbery, and grass;
  - E. Parking of trucks, when accessory to the conduct of a permitted use, shall be limited to vehicles having not more than one-and-one-half (1 1/2) tons capacity—except for pick-up or delivery service during normal business hours. Any truck exceeding one-and-one-half (1 1/2) tons capacity shall be adequately screened from public view when parked; ~~and~~
  - F. **All structures must conform to the building material requirements as outlined below:**
    - i. **Structures equal to or less than 3,000 sq. ft. in area must be constructed with 100% face brick. Decorative stone may be used provided it does not constitute more than 30% of any one façade.**
    - ii. **Structures measuring greater than 3,000 sq. ft. but no more than 40,000 sq. ft. must be constructed with at least 75% of each façade with face brick; as an option 25% of the area required to be constructed with face brick may be constructed of decorative stone. The area not constructed with face brick or decorative stone must be constructed of an approved masonry material as defined herein.**
    - iii. **Structures measuring greater than 40,000 sq. ft. but less than or equal to 80,000 sq. ft. must be constructed with at least 60% of each façade with face brick; as an option 20% of the area required to be constructed with face brick may be constructed of decorative stone. The remaining 40% of each façade must be constructed of an approved masonry material as defined herein.**
    - iv. **Structure measuring greater than 80,000 sq. ft. must be constructed with at least 25% of each façade with face brick or decorative stone; the remaining 75% of each façade must be constructed of an approved masonry material as defined herein.**
  - G. **The following alternate building materials may be used for architectural treatments, decorations or architectural accents provided they do not constitute more than 15% of any facade:**

- i. Architectural steel
- ii. Stone
- iii. Glass exposed aggregate panels
- iv. Extruded or architecturally finished concrete
- v. Cast in place concrete
- vi. Wood and engineered wood
- vii. Exterior Insulation Finishing System (E.F.I.S), stucco or Dryvit
- viii. Fiber cement siding
- ix. Cedar Shingle
- x. Equivalent or better materials or any combination of the above.

H. The following materials are not permitted as exterior building materials:

- i. Adhered masonry veneer shall not be permitted for exterior wall coverings unless used over an existing full-width structurally sound wall assembly.
- ii. Vinyl siding
- iii. Common concrete block (C.M.U.) or cinder block
- iv. Aluminum siding

I. Additions must conform to the building materials used for the existing structure. If there is difficulty in matching the existing material, then the architectural design of the addition must provide an attractive transition to a new material that is consistent with current building material requirements.

4. **Amend Section V.C.10. (Site Development Standards for Industrial Uses) to include masonry requirements for all industrial districts.** As stated above, current masonry regulations for non-residential buildings are located in the Comprehensive Building Code and does not distinguish between business/commercial (retail, service and office) or industrial buildings. Staff is proposing to remove the masonry requirements from the Building Code and incorporate them into the Zoning Ordinance. Current regulations are as follows:

- 1-3,000 SF: 100% face brick
- 3,001-40,000 SF: 75% face brick, 25% other masonry
- 40,001-80,000 SF: 60% face brick, 40% other masonry
- 80,001+ SF: 25% face brick, 75% other masonry

As part of this proposal staff is recommending the masonry requirements be incorporated into Section V. (*Supplementary District Regulations*) which provide General Regulations for Industrial Uses (Section V.C.10.). To remain consistent with the previous section staff is recommending this section reference districts rather than uses which allow for more consistent enforcement. In addition the current regulations reference the "Industrial and Commercial Commission" which no longer exists and therefore all references to this Commission has been deleted; sections duplicating Subdivision Regulations have also been deleted.

The M-1 (General Manufacturing ) districts are primarily located south of 183<sup>rd</sup> Street west of 80<sup>th</sup> Avenue ( Tinley Crossings PUD, Mercury Business Center and Northstar Business Center) and south of I-80 east of Oak Park Avenue and north of Prosperi Drive and the Hollywood Casino Music Center (First Industrial Realty PUD). The MU-1 (Mixed-Use Duval Drive Overlay ) district is located east of Harlem Avenue north of the Metra tracks. There are a few in-fill development or redevelopment opportunities but there are limited large scale development opportunities in these districts. Despite the limited development opportunities, the industry standard for these



types of uses especially with structures greater than 40,000 sq. ft. does not require brick as currently required by the Building Code. The proposed amendments lessen the brick requirement for buildings greater than 10,000 sq. ft. but less than 40,000 sq. ft. by only requiring 50% of each façade as face brick or decorative stone. For structures greater than 40,001 sq. ft. but less than 80,000 sq. ft. the proposed amendment reduces the requirement from a 60% brick requirement to 25% brick or decorative stone but on the front façade only. The remaining facades are required to be masonry as defined but not brick. The masonry definition includes pre-cast concrete tilt up construction which represents the majority of the village’s current industrial building inventory as well as what our neighboring communities require. Structures greater than 80,001 sq. ft. in size are no longer required to have brick but are still required to be masonry as defined.

The following table provides a comparison between existing and proposed masonry requirements. The breakdown of building sizes has been revised to add masonry requirements for structures of “3,001– 10,000 sq. ft.” and “10,001– 40,000 SF”.

M-1 & MU-1 Districts			
SIZE	EXISTING	PROPOSED*	Impact
≤3,000 SF	100 % Face Brick	100% Face Brick (Decorative stone allowed for 30% )	None- but provides flexibility with brick by allowing 30% of brick requirement as stone
3,001 – 10,000 SF	75% Face Brick, 25% other masonry (not defined)	75% Face Brick (Decorative stone allowed for 25% of the required brick area) , 25% other masonry as defined	None- but provides flexibility with brick with the use of stone and defines “other masonry”
10,001 – 40,000 SF	75% Face Brick, 25% other masonry (not defined)	50% Face Brick or decorative stone- Balance of 50% masonry as defined	Less restrictive –No longer requires 50% brick; allows choice of 50% brick or decorative stone, defines “other masonry”
40,001 -80,000 SF	60% face brick, 40% other masonry(not defined)	25% Face Brick or decorative stone on front façade only. Remaining facades masonry as defined.	Less restrictive - No longer requires brick; allows choice of 25% brick or decorative stone on front façade .defines “other masonry”
≤ 80,001 SF	25% Face Brick, 75% other masonry (not defined)	No brick required, 100% approved masonry (defined)	Less restrictive- no brick required.

\*15% of any one façade may use alternate building materials as defined in Section V.C.7.G. as architectural treatments, decorations or architectural accents



The proposed text amendments and additions are identified in red as follows:

## 10. Site Development Standards for Industrial ~~Uses~~-Districts (M-1, MU-1):

- ~~A. No improvements shall be constructed, erected, placed, altered, maintained, or permitted on any building site until plans and specifications of the proposed improvements have been approved by the Industrial and Commercial Commission of the Village of Tinley Park. Such plans and specifications shall be drawn to scale and shall show, among other things: plot layout and all exterior elevations; materials and colors; signs and landscaping; number and size of parking spaces; driveways; grading, easements, and utilities; proposed building use; number of employees (approximately); and such other information as may be requested by said Commission.~~
- A. All buildings and improvements shall be constructed and maintained in accordance with the following standards:
- ~~1. No building or structure shall be erected nearer than fifty (50) feet to any existing street right-of-way, or nearer than twenty five (25) feet to the side property lines of any building site;~~
  - ~~2. Building construction and design shall be used to create a structure with four (4) equally attractive sides of high quality, rather than place all emphasis on the front elevation of the building while neglecting or down grading the aesthetic appeal of the side and rear elevations of the building;~~
  - ~~3. All on-site electrical telephone and other utility lines shall be underground and shall not be exposed on the exterior of any building or structure;~~
  1. All loading docks shall be located so as to not be visible from public right-of-way. If the operations or configuration of the lot prohibit this orientation then all loading docks must be located at least sixty (60) feet from the front lot line. No trucks, or portion thereof, shall be allowed to park in any street while loading or unloading;
  2. Any outside storage for equipment, raw materials, semi-finished and finished products, waste, or refuse must be located and screened in accordance with Section III.O.1.; any wall, solid fence, or hedge used for screening must be to the rear of the principal building and shall be screened from streets and adjoining property by a wall, solid fence, or hedge at least eight (8) feet in height.
  3. There shall be maintained on each site facilities for parking and passenger loading and unloading sufficient to serve the business conducted thereon without using adjacent streets. Parking areas and access drives and loading areas shall be paved with an impervious surface such as asphalt or concrete and shall be graded to assure proper drainage. No parking shall be permitted within ten (10) feet of the right-of-way line of any street, and no more than twenty-five (25) percent of the area between the front setback line and the street right-of-way line shall be used for parking areas and access drives.
  - ~~7. Every site on which a building or structure is placed shall be landscaped according to plans approved in writing by the Industrial and Commercial Commission. Such landscaping plan shall include information regarding other customary landscape treatment for the entire site. Further, it shall be the responsibility of the owner of the building site to landscape and maintain the area between the lot lines and the street pavement adjacent to the owner's building site. Landscaping shall be installed within sixty (60) days of the completion of construction or as soon thereafter as weather conditions permit.~~
  - ~~8. The Industrial and Commercial Commission shall base its recommended approval (or disapproval) on compliance with the standards of the Tinley Park Zoning Ordinance and such other things as: the adequacy of site dimensions; the effect of the proposed location and use on the development or maintenance of improvements on neighboring sites; the proposed operations and uses; the effect~~

~~upon neighboring sites of the topography, grade and finished ground elevations proposed for the site; coordination of landscaping within the site or with neighboring sites; and the facing of the main elevation with respect to nearby streets, the extent to which the design of all proposed elevations is integrated~~

B. All structures must conform to the building material requirements as outlined below:

- i. Structures equal to or less than 3,000 sq. ft. in area must be constructed with 100% face brick. Decorative stone may be used provided it does not constitute more than 30% of any one façade.
- ii. Structures measuring 3,001 to 10,000 sq. ft. must be constructed with at least 75% of each façade with face brick or decorative stone. The remaining 25% of each façade must be constructed of an approved masonry material as defined herein. Pre-cast concrete wall panels are allowed provided the structure includes architectural interest through the use of alternate masonry materials, use of alternate colors or scoring patterns.
- iii. Structures measuring 10,001 to 40,000 sq. ft. must be constructed of 50% brick or decorative stone. The remaining 50% of each façade must be constructed of an approved masonry material as defined herein. Pre-cast concrete wall panels are allowed provided the structure includes architectural interest through the use of alternate masonry materials, use of alternate colors or scoring patterns.
- iv. Structures measuring 40,001 to 80,000 sq. ft. must be constructed of 25% brick or decorative stone on the front façade only. The remaining façades must be constructed of an approved masonry material as defined herein. Pre-cast concrete wall panels are allowed provided the structure includes architectural interest through the use of alternate masonry materials, use of alternate colors or scoring patterns.
- v. Structures greater than 80,001 sq. ft. must be constructed of masonry as defined herein. Pre-cast concrete wall panels are allowed provided the structure includes architectural interest through the use of alternate masonry materials, use of alternate colors or scoring patterns.

C. The following alternate building materials may be used for architectural treatments, decorations or architectural accents on the structure provided they do not constitute more than 15% of any facade:

- i. Architectural steel
- ii. Stone
- iii. Glass exposed aggregate panels
- iv. Extruded or architecturally finished concrete
- v. Cast in place concrete
- vi. Wood and engineered wood
- vii. Exterior Insulation Finishing System (E.F.I.S), stucco or Dryvit
- viii. Fiber cement siding
- ix. Cedar Shingle
- x. Equivalent or better materials or any combination of the above.

D. The following materials are not permitted as exterior building materials:

- i. Adhered masonry veneer shall not be permitted for exterior wall coverings unless used over an existing full-width structurally sound wall assembly
- ii. Vinyl siding
- iii. Common concrete block (C.M.U.) or cinder block
- iv. Aluminum siding

- E. Additions must conform to the building materials used for the existing structure. If there is difficulty in matching the existing material, then the architectural design of the addition must provide an attractive transition to a new material that is consistent with current building material requirements.

## RECOMMENDATION

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If the Plan Commission wishes to take action on the proposed Text Amendments, 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:

***MASONRY:*** Brick, stone, or architectural/decorative concrete block (split face, fluted or smooth). Tilt-up or pre-cast masonry walls (with face or thin brick inlay) are allowed where brick is required. Pre-cast concrete wall panels are included in this definition provided the structure includes architectural interest through the use of approved alternate building materials, use of alternate colors or scoring patterns as outlined in the Architectural and Site Design Standards.

**Motion 2:** "...make a motion to recommend the Village Board amend Section III.U. (Site Plan Review) to include architectural review; provide architectural and site design standards as presented by staff.

**Motion 3:** "...make a motion to recommend the Village Board amend Section V. C. 4. (Elevations and Facades) to include masonry requirements for single-family detached, single-family attached, townhomes and all single-family semi-detached dwellings as presented by staff.

**Motion 4:** "...make a motion to recommend the Village Board amend Section V.C.7. (General Requirements/All Business & Commercial Districts) to include masonry requirements for all commercial districts including Office and Restricted Industrial District and multi-family dwellings as presented by staff.

**Motion 5:** "...make a motion to recommend the Village Board amend Section V.C.10. (Site Development Standards for Industrial Uses) to include masonry requirements for all industrial districts as presented by staff.

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

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**ORDINANCE**  
**NO. 2019-O-074**

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**AN ORDINANCE APPROVING CERTAIN TEXT AMENDMENTS TO THE VILLAGE  
OF TINLEY PARK ZONING ORDINANCE PERTAINING TO EXTERIOR MASONRY  
REQUIREMENTS AND ARCHITECTURAL/SITE DESIGN STANDARDS FOR  
CERTAIN ZONING DISTRICTS**

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**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**

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**ORDINANCE NO. 2019-O-074****AN ORDINANCE APPROVING CERTAIN TEXT AMENDMENTS TO THE VILLAGE OF TINLEY PARK ZONING ORDINANCE PERTAINING TO EXTERIOR MASONRY REQUIREMENTS AND ARCHITECTURAL/SITE DESIGN STANDARDS 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 its Zoning Ordinance to include certain regulations pertaining to exterior masonry requirements and architectural/site design standards for residential, multi-family, commercial, and industrial uses in certain zoning districts (“Amendments”); and

**WHEREAS**, the Village recognizes that the aesthetics of real property has a direct bearing on the economic value of certain real property as well as adjacent and surrounding real property; and

**WHEREAS**, the appearance of a single parcel of real property can impact not only surrounding real property, but the cumulative impact can serve to enhance or diminish the aesthetics and economics of real property within the Village thereby impacting the general health, welfare, and safety of the Village and its residents; and

**WHEREAS**, an aesthetically pleasing environment is a clean, healthy and safe environment; 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 November 21, 2019 the Plan Commission voted 6-0 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 II.B. of the Tinley Park Zoning Ordinance entitled “DEFINITIONS” is hereby amended by adding the following language in alphanumerical order:

**MASONRY:** *Brick, stone, or architectural/decorative concrete block (split face, fluted, or smooth). Tilt-up or pre-cast masonry walls (with face or thin brick inlay) are allowed where brick is required. Pre-cast concrete wall panels are included in this definition provided the structure includes architectural interest through the use of approved alternate building materials, use of alternate colors or scoring patterns as outlined in the Architectural and Site Design Standards.*

**SECTION 3:** That Section III.U. of the Tinley Park Zoning Ordinance entitled “SITE PLAN REVIEW” is hereby amended by deleting Section III.U., in its entirety and adding the following language as outlined in Exhibit 1.

[see attached Exhibit 1]

**SECTION 4:** That Section V. C. 4. of the Tinley Park Zoning Ordinance entitled “ELEVATIONS AND FACADES” is hereby amended by deleting Section V. C. 4., in its entirety and adding the language as outlined in Exhibit 2.

[see attached Exhibit 2]

**SECTION 5:** That Section V.C.7. of the Tinley Park Zoning Ordinance entitled “GENERAL REQUIREMENTS/ALL BUSINESS & COMMERCIAL DISTRICTS” is hereby amended by deleting Section V.C. 7., in its entirety and adding the language as outlined in Exhibit 3.

[see attached Exhibit 3]

**SECTION 6:** That Section V.C.10. of the Tinley Park Zoning Ordinance entitled “SITE DEVELOPMENT STANDARDS FOR INDUSTRIAL USES” is hereby amended by deleting Section V.C.10., in its entirety and adding the language as outlined in Exhibit 4.

[see attached Exhibit 4]

**SECTION 7:** 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 8:** That this Ordinance shall be in full force and effect from and after its adoption and approval.

**SECTION 9:** 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 17<sup>th</sup> DAY OF DECEMBER, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 17<sup>TH</sup> DAY OF DECEMBER, 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-074, “AN ORDINANCE APPROVING CERTAIN TEXT AMENDMENTS TO THE VILLAGE OF TINLEY PARK ZONING ORDINANCE PERTAINING TO EXTERIOR MASONRY REQUIREMENTS AND ARCHITECTURAL/SITE DESIGN STANDARDS FOR CERTAIN ZONING DISTRICTS,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 17, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of December, 2019.

KRISTIN A. THIRION, VILLAGE CLERK



**EXHIBIT 1****Amendments to Section III.U. (Site Plan Review) of the Tinley Park Zoning Ordinance****U. SITE PLAN AND ARCHITECTURAL REVIEW**

*No Building Permit shall be issued for the construction or alteration of any multi-family residence, business, office, or industrial building or structure until a Site Plan and Architectural Review has been reviewed by the Planning Department Staff and if required, approved by the Plan Commission.*

*The Planning Department Staff shall review the site and architectural plans for conformance with this Ordinance and other Codes and Ordinances of the Village, and if required, shall make a report with recommendations to the Plan Commission. Plan Commission review is required if the proposed development requires zoning approval (Variation, Rezoning, Special Use Permit, Map Amendment, or Plat approval). For projects requiring Plan Commission review, after receiving the report of the Planning Department Staff, the Plan Commission shall approve the Site and Architectural Plans, with or without conditions, deny it, or refer it back to the Planning Department Staff for further study.*

**1. Site Plan Contents:**

A Site Plan shall:

- a. Be drawn at a scale of 1" = 50' or larger;
- b. Show boundaries and dimensions graphically, contain a written legal description of the property, and indicate the date and north point;
- c. Show the present and proposed topography of the area by contour lines at one (1) foot intervals;
- d. Show, by use of directional arrow, the proposed flow of storm drainage from the site;
- e. Show the location of existing and proposed structures and indicate the number of stories, gross floor area, and entrances to all structures;
- f. Show the location and dimensions of existing and proposed curb cuts, aisles, off- street parking, loading spaces, and walkways;
- g. Indicate location, height, and material for screening walls and fences;
- h. List the type of surfacing and base course proposed for all parking, loading, and walkway areas;
- i. Describe the proposed use of the site and list the number of required off-street parking spaces. If the exact use is not known at the time of Site Plan submittal, off-street parking requirements shall be calculated by the general use group using the greatest off-street parking requirement of that use group;
- j. Show the proposed location, indicate direction, and list amount of illumination of proposed lighting facilities; and
- k. Show location of each outdoor trash storage area.

2. **Architectural Plan Contents:**

An Architectural Plan shall

- a. Be drawn at a scale of 1/8"=1' 0" or larger;
- b. Provide exterior elevations of all sides of the proposed structure with dimensions;
- c. Identify all building materials along with their specifications; and
- d. Provide building samples as requested by staff.

3. **Conditions of Approval:**

If Plan Commission review is required, the Planning Department Staff shall first find that the following conditions have been met:

- a. That the proposed Use is a Permitted Use in the district in which the property is located;
- b. That the proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
- c. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient, and convenient movement of traffic, not only within the site but on adjacent roadways as well;
- d. That the Site Plan provides for the safe movement of pedestrians within the site;
- e. That there is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses and will provide a pleasing appearance to the public. Any part of the Site Plan area not used for buildings, structures, parking, or access-ways shall be landscaped with a mixture of grass, trees, and shrubs;
- f. That all outdoor trash storage areas are adequately screened; and
- g. That staff has reviewed the Architectural Plans against the Architectural and Site Design Standards and found them to be in general conformance.

4. **Assurance of Performance:**

At the recommendation of the Plan Commission, the Village Board may require the applicant to file with the Village Clerk a performance bond as a condition of approval to ensure completion of approved landscaping, fencing, off-street parking and loading, drainage, and other specific items of the Site and/or Architectural Plans. The amount of the performance bond shall be determined by the Village Board. If, upon inspection of the completed project it is found that the conditions of the Site and/or Architectural Plans have been met, the performance bond shall be released to the applicant. If the applicant does not comply within a reasonable time with the conditions of the Site and/or Architectural Plans, the Village Clerk shall give written notice to the applicant and the bonding company. (Reasonable time shall be determined by the life of the performance bond as stated thereupon, less sixty (60) days.) If the conditions of the Site and/or Architectural Plans have not been met thirty (30) days prior to the expiration of the performance bond, the Village shall bring such action as is necessary to ensure completion of the Site and/or Architectural Plan conditions. However, if the applicant can show that he has tried to the utmost of his ability to meet the conditions of the Site and/or Architectural Plans within the time period allotted, but that adversities not of his

making have been the cause of his failure to meet the Site and/or Architectural Plan conditions, the Village Board may require that the performance bond be extended for a specified period of time.

#### **5. Time Limitation:**

If no Building Permit is issued for the site within one (1) year from the date of Site/Architectural Plan Approval, the Site/Architectural Plan shall become null and void.

#### **6. Architectural and Site Design Standards:**

These design standards serve as a tool to encourage good architectural and site design that is cost effective yet contributes in a positive way to the overall quality aesthetic of Tinley Park. In addition to addressing architecture, building materials, and site design, the Village regulates landscape and lighting design through the Zoning Ordinance and Municipal Code. The Architectural and Site Design Standards shall be used in tandem with these other design regulations.

The following standards do not prescribe a certain architectural style; their intent is to encourage architects and builders to fill the gap between general planning policies and specific zoning standards and encourage creative interpretation by developers and architects, resulting in a design that exceeds minimal standards. Buildings should be attractive and memorable for all the right reasons; quality architecture remains the best signage for any business.

The following design standards apply to all non-residential development (including multi-family developments of 3 or more units):

#### **Architecture**

- a. **Building Materials:** The size of the structure will dictate the required building materials (Section V.C. Supplementary District Regulations). Where tilt-up or pre-cast masonry walls (with face or thin brick inlay) are allowed vertical articulation features are encouraged to mask the joint lines. Concrete panels must incorporate architectural finishes that comply with "Building Articulation" (Section III.U.5.h.) standards. Cast in place concrete may be used as an accent alternate building material (no greater than 15% per façade) provided there is sufficient articulation and detail to diminish it's the appearance if used on large, blank walls.
- b. **Cohesive Building Design:** Buildings must be built with approved materials and provide architectural interest on all sides of the structure. Whatever architectural style is chosen, a consistent style of architectural composition and building materials are to be applied to all building facades.
- c. **Compatible Architecture:** All construction, whether it be new or part of an addition or renovation of an existing structure, must be compatible with the character of the site, adjacent structures, and streetscape. Avoid architecture or building materials that

- significantly diverge from adjacent architecture. Maintain the rhythm of the block in terms of scale, massing, and setback. Where a development includes outlots they shall be designed with compatible and consistent architecture with the primary building(s). Site lighting, landscaping, and architecture shall reflect a consistent design statement throughout the development.
- d. Color: Color choices shall consider the context of the surrounding area and shall not be used for purposes of “attention-getting” or branding of the proposed use. Color choices shall be harmonious with the surrounding buildings; excessively bright or brilliant colors are to be avoided except to be used on a minor scale for accents.
  - e. Sustainable architectural design: The overall design must meet the needs of the current use without compromising the ability of future uses. Do not let the current use dictate an architecture so unique that it limits its potential for other uses (i.e. Medieval Times).
  - f. Defined Entry: Entrance shall be readily identifiable from the public right-of-way or parking fields. The entry can be clearly defined by using unique architecture, a canopy, overhang or some other type of weather protection, some form of roof element, or enhanced landscaping.
  - g. Roof: For buildings 10,000 square feet or less, a pitched roof is required or a parapet that extends the full exterior of the building. For buildings with a continuous roof line of 100 feet or more, a change of at least five feet in height must be made for every 75 feet.
  - h. Building Articulation: Large expanses of walls void of color, material, or texture variation are to be avoided. The use of material and color changes, articulation of details around doors, windows, plate lines, the provision of architectural details such as “belly-bands” (decorative cladding that runs horizontally around the building), the use of recessed design elements, exposed expansion joints, reveals, change in texture, or other methods of visual relief are encouraged as a means to minimize the oppressiveness of large expanses of walls and break down the overall scale of the building into intermediate scaled parts. On commercial buildings, facades greater than 100 feet must include some form of articulation of the façade through the use of recesses or projections of at least 6 inches for at least 20% of the length of the façade. For industrial buildings, efforts to break up the long façade shall be accomplished through a change in building material, color or vertical breaks of three feet or more every 250 feet.
  - i. Screen Mechanicals: All mechanical devices shall be screened from all public views.
  - j. Trash Enclosures: Trash enclosures must be screened on three sides by a masonry wall consistent with the architecture and building material of the building it serves. Gates must be kept closed at all times and constructed of a durable material such as wood or steel. They shall not be located in the front or corner side yard and shall be set behind the front building façade.

### Site Design

- a. Building/parking location: Buildings shall be located in a position of prominence with parking located to the rear or side of the main structure when possible. Parking areas shall be designed so as to provide continuous circulation avoiding dead-end parking aisles. Drive-through facilities shall be located to the rear or side of the structure and not dominate the aesthetics of the building. Architecture for canopies of drive-through areas shall be consistent with the architecture of the main structure.
- b. Loading Areas: Loading docks shall be located at the rear or side of buildings whenever possible and screened from view from public rights-of-way.
- c. Outdoor Storage: Outdoor storage areas shall be located at the rear of the site in accordance with Section III.O.1. (Open Storage). No open storage is allowed in front or corner side yards and not permitted to occupy areas designated for parking, driveways, or walkways.
- d. Interior Circulation: Shared parking and cross access easements are encouraged with adjacent properties of similar use. Where possible, visitor and employee traffic shall be separate from truck or equipment traffic.
- e. Pedestrian Access: Public and interior sidewalks shall be provided to encourage pedestrian traffic. Bicycle use shall be encouraged by providing dedicated bikeways and parking. Where pedestrians or bicycles must cross vehicle pathways, a crosswalk shall be provided that is distinguished by a different pavement material or color.

**EXHIBIT 2****Amendments to Section V. C. 4. of the Tinley Park Zoning Ordinance****4. Elevations and Facades for Residential Districts:**

- a. No two single-family dwellings of identical front elevation or facade shall be constructed or located on adjacent lots, nor shall there be constructed or located more than twenty-five (25) percent of single-family dwellings of the same elevation or facade in any block. A change of front elevation or facade shall be deemed to exist when there is a substantial difference in roof line, type, and location of windows, and/or kind and arrangement of materials. There shall not be constructed or located more than fifty (50) percent of single-family attached dwellings, or multiple-family dwelling buildings, or combinations thereof, of the same elevation or facade in any block. A change of front elevation or facade shall be deemed to exist when there is a substantial difference in roof line, type and location of windows, and/or kind and arrangement or materials. This requirement shall not apply to developments of less than twelve (12) units or to condominium unit developments.
- b. In all single-family detached, single-family attached, townhomes, and in all single-family semi-detached dwellings, exterior walls shall be constructed of face brick, decorative stone, or other approved masonry products as defined herein. Said construction shall commence from the finished grade and shall extend to the uppermost portion of the first story of such dwellings.
- c. Multi-Family dwelling units (as defined in the Zoning Ordinance) shall be required to meet the masonry requirements of Section V.C.7 (General Requirements for Commercial/Office/Restricted Industrial Districts (B-1, B-2, B-3, B-4, B-5 & ORI)).
- d. Exterior wall construction in all buildings with dwelling units that are located one above another shall be of solid masonry or of non-combustible construction with brick veneer.
- e. Additions to residential units shall comply with these requirements:
  - (1) If the dwelling unit's first floor is made of face brick on all sides, any size addition shall be constructed of face brick.
  - (2) If the dwelling unit is made of siding or other such material, an addition shall be constructed of matching material.
  - (3) If the dwelling is a split level, made of brick and siding, any part of the addition visible from the front of the property must be constructed to match the existing building materials on the front facade. Any part of the addition not visible from the front of the property must be constructed of matching material to the original split level, but does not necessarily have to be of face brick.
  - (4) If the addition covers more than one facade of the building or if the addition is large enough to be considered a complete remodel, the makeup of the building material shall adhere to the following guidelines:

- (i) If the subdivision is of predominantly brick dwelling units, the addition shall be constructed of brick.
- (ii) If the subdivision is of primarily brick buildings, and the structure is made of both brick and another allowable material, the addition should be made of whatever material makes up the majority of the building's outer walls.
- (iii) If the subdivision consists of predominantly brick dwellings but the original structure is entirely made of siding or other such allowable material, the addition may be made of matching material as long as it fits into the architectural contexts of the subdivision.

**EXHIBIT 3****Amendments to Section V.C.7. of the Tinley Park Zoning Ordinance**

7. **General Requirements for Commercial & Office/Restricted Industrial Districts (B-1, B-2, B-3, B-4, B-5 & ORI) and Multi-family structures.** Unless otherwise provided in the regulations of this Ordinance, the following provisions shall apply:
- a. All business, service, storage, merchandise display, and, where permitted, repair and processing, shall be conducted wholly within an enclosed building—except for off-street parking or loading for drive-in type operations and open-sales lots in districts where they are permitted;
  - b. Unless otherwise permitted herein, all property located in business districts shall be retail trade or service establishments dealing directly with the customer, and all goods produced on the premises shall be sold on the premises where produced;
  - c. Processes and equipment employed and goods processed or sold shall be limited to those which are not objectionable by reason of odor, dust, smoke, noise, vibration, or water-carried waste. All activities shall conform to the Performance Standards established for the ORI District and applied at the boundaries of the lot on which such activities take place;
  - d. Open spaces not permitted to be used for buildings, parking, walks, drives and other authorized impervious surfaces shall be open to the sky and planted with trees, shrubbery, and grass;
  - e. Parking of trucks, when accessory to the conduct of a permitted use, shall be limited to vehicles having not more than one-and-one-half (1 1/2) tons capacity—except for pick-up or delivery service during normal business hours. Any truck exceeding one-and-one-half (1 1/2) tons capacity shall be adequately screened from public view when parked;
  - f. All structures must conform to the building material requirements as outlined below:
    - (1) Structures equal to or less than 3,000 square feet in area must be constructed with 100% face brick. As an option, decorative stone may be used provided it does not constitute more than 30% of any one façade.
    - (2) Structures measuring greater than 3,000 square feet but no more than 40,000 square feet must be constructed with at least 75% of each façade with face brick; as an option, 25% of the area required to be constructed with face brick may be constructed of decorative stone. The area not constructed with face brick or decorative stone must be constructed of an approved masonry material as defined herein.



- (3) Structures measuring greater than 40,000 square feet but less than or equal to 80,000 square feet must be constructed with at least 60% of each façade with face brick; as an option, 20% of the area required to be constructed with face brick may be constructed of decorative stone. The remaining 40% of each façade must be constructed of an approved masonry material as defined herein.
  - (4) Structure measuring greater than 80,000 square feet must be constructed with at least 25% of each façade with face brick or decorative stone; the remaining 75% of each façade must be constructed of an approved masonry material as defined herein.
- g. The following alternate building materials may be used for architectural treatments, decorations or architectural accents provided they do not constitute more than 15% of any facade:
- (1) Architectural steel
  - (2) Stone
  - (3) Glass exposed aggregate panels
  - (4) Extruded or architecturally finished concrete
  - (5) Cast in place concrete
  - (6) Wood and engineered wood
  - (7) Exterior Insulation Finishing System (E.F.I.S), stucco, or Dryvit
  - (8) Fiber cement siding
  - (9) Cedar Shingle
  - (10) Equivalent or better materials or any combination of the above.
- h. The following materials are not permitted as exterior building materials:
- (1) Adhered masonry veneer shall not be permitted for exterior wall coverings unless used over an existing full-width structurally sound wall assembly.
  - (2) Vinyl siding
  - (3) Common concrete block (C.M.U.) or cinder block
  - (4) Aluminum siding
- i. Additions must conform to the building materials used for the existing structure. If there is difficulty in matching the existing material, then the architectural design of the addition must provide an attractive transition to a new material that is consistent with current building material requirements.

**EXHIBIT 4****Amendments to Section V.C.10. of the Tinley Park Zoning Ordinance****10. Site Development Standards for Industrial Districts (M-1, MU-1):**

- a. All buildings and improvements shall be constructed and maintained in accordance with the following standards:
  - (1) All loading docks shall be located so as to not be visible from public right-of-way. If the operations or configuration of the lot prohibit this orientation, then all loading docks must be located at least sixty (60) feet from the front lot line. No trucks, or portion thereof, shall be allowed to park in any street while loading or unloading;
  - (2) Any outside storage for equipment, raw materials, semi-finished and finished products, waste, or refuse must be located and screened in accordance with Section III.O.1.; any wall, solid fence, or hedge used for screening must be at least eight (8) feet in height.
  - (3) There shall be maintained on each site facilities for parking and passenger loading and unloading sufficient to serve the business conducted thereon without using adjacent streets. Parking areas and access drives and loading areas shall be paved with an impervious surface such as asphalt or concrete and shall be graded to assure proper drainage. No parking shall be permitted within ten (10) feet of the right-of-way line of any street, and no more than twenty-five (25) percent of the area between the front setback line and the street right-of-way line shall be used for parking areas and access drives.
- b. All structures must conform to the building material requirements as outlined below:
  - (1) Structures equal to or less than 3,000 square feet in area must be constructed with 100% face brick. Decorative stone may be used provided it does not constitute more than 30% of any one façade.
  - (2) Structures measuring greater than 3,000 square feet but no more than 10,000 square feet must be constructed with at least 75% of each façade with face brick or decorative stone. The remaining 25% of each façade must be constructed of an approved masonry material as defined herein. Pre-cast concrete wall panels are allowed provided the structure includes architectural interest through the use of alternate masonry materials, use of alternate colors, or scoring patterns.
  - (3) Structures measuring greater than 10,000 square feet but no more than 40,000 square feet must be constructed of 50% brick or decorative stone. The remaining 50% of each façade must be constructed of an approved masonry material as defined herein. Pre-cast concrete wall panels are allowed provided the structure

includes architectural interest through the use of alternate masonry materials, use of alternate colors, or scoring patterns.

- (4) Structures measuring greater than 40,000 square feet but no more than 80,000 square feet must be constructed of 25% brick or decorative stone on the front façade only. The remaining façades must be constructed of an approved masonry material as defined herein. Pre-cast concrete wall panels are allowed provided the structure includes architectural interest through the use of alternate masonry materials, use of alternate colors, or scoring patterns.

Structures greater than 80,000 square feet must be constructed of masonry as defined herein. Pre-cast concrete wall panels are allowed provided the structure includes architectural interest through the use of alternate masonry materials, use of alternate colors, or scoring patterns.

- c. The following alternate building materials may be used for architectural treatments, decorations, or architectural accents on the structure provided they do not constitute more than 15% of any facade:

- (1) Architectural steel
- (2) Stone
- (3) Glass exposed aggregate panels
- (4) Extruded or architecturally finished concrete
- (5) Cast in place concrete
- (6) Wood and engineered wood
- (7) Exterior Insulation Finishing System (E.F.I.S), stucco, or Dryvit
- (8) Fiber cement siding
- (9) Cedar Shingle
- (10) Equivalent or better materials or any combination of the above.

- d. The following materials are not permitted as exterior building materials:

- (1) Adhered masonry veneer shall not be permitted for exterior wall coverings unless used over an existing full-width structurally sound wall assembly.
- (2) Vinyl siding
- (3) Common concrete block (C.M.U.) or cinder block
- (4) Aluminum siding

- e. Additions must conform to the building materials used for the existing structure. If there is difficulty in matching the existing material, then the architectural design of the addition must provide an attractive transition to a new material that is consistent with current building material requirements.

**TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES**

**FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION**

**SUBJECT: MINUTES OF THE NOVEMBER 21, 2019 REGULAR MEETING**

**Item #2 PUBLIC HEARING - MASONRY TEXT AMENDMENTS**

Consider recommending that the Village Board approve Text Amendments to Section II.B. (Definitions), Section III.U. (Site Plan Review), Section V.C.4. (Elevations and Facades), Section V.C.7 (General Requirements/All Business & Commercial Districts) and Section V.C.10 (Site Development Standards for Industrial Uses) of the Zoning Ordinance to incorporate masonry requirements for residential, commercial and industrial uses.

Present were the following:

Plan Commissioners: Garrett Gray, Chairman  
Curt Fielder  
James Gaskill  
MaryAnn Aitchison  
Stephen Vick  
Tim Stanton

Absent Plan Commissioner(s): Eduardo Mani  
Lucas Engel  
Angela Gatto

Guests: None

A Motion was made by COMMISSIONER VICK, seconded by COMMISSIONER AITCHISON, to open the Public Hearing for Masonry 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. Staff is currently working with a consultant to update the Tinley Park Comprehensive Building Code. As part of the process, certain sections of the Village's Code have been identified that are not typically addressed in a building code. Staff will be updating the building code and will be taking it out of the Building Code and entering it into the Zoning Code.

Staff is supporting the current brick masonry requirements for residential and commercial districts with some minor changes. Staff is recommending a change in the industrial districts that would continue to require masonry construction but not require the use of face brick on buildings larger than 80,000 sq. ft. In addition staff is recommending a change in the protocol for site plan review and is recommending architectural and site design standards to assist in the review of architectural and site plans proposed for non-residential structures.

These amendments will streamline the review process and result in regulations that support economic development rather than function as an encumbrance to industrial growth.

Staff has created standards for site and architectural review to provide for a more consistent review. Along with that staff has addressed some actual percentages of masonry and brick on commercial and industrial districts.

Ms. Wallrich displayed examples of several buildings in the Village that have met the brick requirements noting that commercial development has benefited from the brick requirements.

In reviewing the current masonry or brick requirements for commercial and industrial buildings staff reviewed the construction requirements of neighboring communities. Many of these communities are providing waivers of their brick requirements.

Community	Exterior Building Material Requirements by Building Type	
	Commercial	Industrial
<b>Tinley Park</b>	<ul style="list-style-type: none"> <li>1-3,000 SF: 100% face brick</li> <li>3,001-40,000 SF: 75% face brick, 25% other masonry</li> <li>40,001-80,000 SF: 60% face brick, 40% other masonry</li> <li>80,001+ SF: 25% face brick, 75% other masonry</li> </ul>	
<b>Mokena</b>	<ul style="list-style-type: none"> <li>100% masonry and glass</li> </ul>	<ul style="list-style-type: none"> <li>100% of front elevation must be masonry and glass</li> <li>75% of all other elevations must be masonry and glass</li> </ul>
<b>New Lenox</b>	<ul style="list-style-type: none"> <li>Architectural precast concrete (exposed aggregate, acid etched, polished, honed, thin brick, stone veneer); or</li> <li>Solid masonry (face brick, stone, exposed aggregate) on front and sides. Rear elevations can be common brick.</li> </ul>	<ul style="list-style-type: none"> <li>The total surface area of the front elevation shall be constructed of solid finish veneer, masonry or glass.</li> </ul>
<b>Orland Park</b>	<ul style="list-style-type: none"> <li>Design Guidelines, does require brick from ground level to tops of windows</li> </ul>	<ul style="list-style-type: none"> <li>Design Guidelines, does require brick from ground level to tops of windows</li> </ul>
<b>Lockport</b>	<ul style="list-style-type: none"> <li>Design Guidelines with levels of classes of materials which require % of brick</li> </ul>	<ul style="list-style-type: none"> <li>Design Guidelines with levels of classes of materials.</li> </ul>
<b>Plainfield</b>	<ul style="list-style-type: none"> <li>Design guidelines encourage utility brick, sandstone, native stone or glass; concrete block, split face block, pre-cast</li> </ul>	<ul style="list-style-type: none"> <li>Design guidelines require masonry materials including pre-cast concrete panels, split face block. No brick required.</li> </ul>

	panels or EFIS are discouraged.	
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Ms. Wallrich proceeded to outline the proposed text amendments:

1. Delete Section 305 Masonry from the Comprehensive Building Code;
2. Amend Section II.B. (Definitions) to include a definition for “Masonry”;
3. Amend Section III.U.(Site Plan Review) to include architectural review; provide architectural and site design standards;
4. Amend Section V. C. 4. (Elevations and Facades) to include masonry requirements for single-family detached, single-family attached, townhomes and all single-family semi-detached dwellings;
5. Amend Section V.C.7. (General Requirements/All Business & Commercial Districts) to include masonry requirements for all commercial districts including the Office and Restricted Industrial District and multi-family dwellings; and
6. Amend Section V.C.10. (Site Development Standards for Industrial Uses) to include masonry requirements for all industrial districts.

Ms. Wallrich provided an explanation of each amendment as outlined in the staff report and summarized as follows:

1. Delete Section 305 Masonry from the Comprehensive Building Code which will improve efficiencies and provide for a more comprehensive and consistent review of development.
2. Ms. Wallrich provided a recommended no definition for “Masonry”. The proposed amendment explicitly defines what can be included under this definition which includes brick, stone and pre-cast masonry walls.
3. Amend Section III.U. (Site Plan Review) to include architectural review utilizing architectural and site design standards. Reviews will be completed by staff unless it includes a zoning request which will then trigger a Plan Commission review. The architectural and site design standards will help guide the review and allow for more consistent enforcement of the masonry requirements and provide assurances of quality architecture as outlined in the architectural standards.
4. The proposed amendment for Section V. C. 4. (Elevations and Facades) will remain substantially the same except for the addition of “townhomes” that are not addressed in the current code. Multi-family structures of 3 or more units are regulated as a non-residential structure and will be included in Section V.C.7. for purposes of regulating masonry requirements.
5. The proposed amendment for Section V.C.7. (General Requirements/All Business & Commercial Districts) will include masonry requirements for all commercial districts including Office and Restricted Industrial District and multi-family dwellings.

Ms. Wallrich noted that the majority of the hotels in the village are located in the ORI districts and have been required to be constructed with brick since 2007 (with the exception of WoodSpring as discussed above). Areas such as the North Creek (south of 183<sup>rd</sup> at West Creek Drive) and Hickory Creek (south of 183<sup>rd</sup> at 76<sup>th</sup> Ave.) Planned Unit Developments are zoned ORI with few vacant lots left for construction. She noted that the largest area available for development that is zoned ORI is along 191<sup>st</sup> street at 80<sup>th</sup> Avenue, Rte. 45 north of I-80 and the Tinley Park Mental Health Center. Since these areas will most likely develop with professional offices or hotels, staff is recommending they be regulated similarly to commercial districts which require the majority of these structures to be constructed of brick. The size of the building impacts the amount of brick required and provides for the use of alternate masonry materials to comprise portions of the building not required to be constructed of brick. It also

provides for the use of alternate building materials to be used as accents. She noted that the use of design standards will assist in ensuring quality construction.

Ms. Wallrich went on to explain that the current Section V.C.7. (*General Regulations/All Business/Commercial Districts*) will remain generally intact with some minor changes for structures greater than 80,000 sq. ft.; instead of requiring 25% brick the amendment allows a choice of brick or decorative stone. Staff is recommending the current regulations for structures less than 40,000 remain as currently written with the addition of allowing the use of stone as a percentage of brick required.

She presented the following table which provides a comparison between existing and proposed masonry requirements.

<b>B-1,B-2, B-3, B-4, B-5 &amp; ORI ZONING DISTRICTS</b>			
SIZE	EXISTING	PROPOSED*	Impact
≤ 3,000 SF	100 % Face Brick	100% Face Brick (Decorative stone allowed for 30% of the brick requirement)	None- but provides flexibility with brick
3,001 – 40,000 SF	75% Face Brick, 25% other masonry (not defined)	75% Face Brick (Decorative stone allowed for 25% of the brick requirement), 25% other masonry as defined	None- but provides flexibility with brick with the use of stone and defines “other masonry”
40,001 – 80,000 SF	60% face brick, 40% other masonry (not defined)	60% face brick, (Decorative stone allowed for 20% of the brick requirement), 40% other masonry as defined.	None- but provides flexibility with brick with the use of stone and defines “other masonry”
≥ 80,000 SF	25% Face Brick, 75% other masonry (not defined)	25% Face Brick or decorative stone, 75% other masonry (not defined)	Less restrictive .No longer requires brick but does require 25% decorative stone in lieu of brick, defines “other masonry”

*\*15% of any one façade may use alternate building materials as defined in Section V.C.7.G. as architectural treatments, decorations or architectural accents*

Ms. Wallrich outlined the proposed text amendments which were included in the staff report. She also noted that these regulations will pertain to multi-family structures as well. She added that certain alternate building materials may be used for architectural treatments, decorations or architectural accents provided they do not constitute more than 15% of any façade. A list of the approved materials were included in the staff report. She noted a list of prohibited materials and the need for any additions to conform to the building materials used for the existing structure. If there is difficulty in matching the existing material, then the architectural design of the addition must provide an attractive transition to a new material that is consistent with current building material requirements.

- Ms. Wallrich proceeded to discuss the recommended amendments to Section V.C.10. (Site Development Standards for Industrial Uses). She reviewed the current regulations and recommended the masonry requirements be incorporated into Section V. (*Supplementary District Regulations*) which provide General Regulations for Industrial Uses (Section V.C.10.). She noted that the current section references the “Industrial and Commercial

Commission” which no longer exists and therefore all references to this Commission has been deleted; sections duplicating Subdivision Regulations have also been deleted.

Ms. Wallrich discussed that the M-1 (General Manufacturing) districts are primarily located south of 183<sup>rd</sup> Street west of 80<sup>th</sup> Avenue (Tinley Crossings PUD, Mercury Business Center and Northstar Business Center) and south of I-80 east of Oak Park Avenue and north of Prosperi Drive and the Hollywood Casino Music Center (First Industrial Realty PUD). She noted that the MU-1 (Mixed-Use Duvan Drive Overlay ) district is located east of Harlem Avenue north of the Metra tracks. There are a few in-fill developments or redevelopment opportunities but there are limited large scale development opportunities in these districts. Despite the limited development opportunities, the industry standard for these types of uses, especially with structures greater than 40,000 sq. ft. does not require brick as currently required by the Building Code. The proposed amendments lessen the brick requirement for buildings greater than 10,000 sq. ft. but less than 40,000 sq. ft. by only requiring 50% of each façade as face brick or decorative stone. For structures greater than 40,001 sq. ft. but less than 80,000 sq. ft. the proposed amendment reduces the requirement from a 60% brick requirement to 25% brick or decorative stone but on the front façade only. The remaining facades are required to be masonry as defined but not brick. The masonry definition includes pre-cast concrete tilt up construction which represents the majority of the village’s current industrial building inventory as well as what our neighboring communities require. Structures greater than 80,001 sq. ft. in size are no longer required to have brick but are still required to be masonry as defined.

Ms. Wallrich then presented the following table which provides a comparison between existing and proposed masonry requirements. The breakdown of building sizes has been revised to add masonry requirements for structures of “3,001– 10,000 sq. ft. “and “10,001– 40,000 SF”.

M-1 & MU-1 Districts			
SIZE	EXISTING	PROPOSED*	Impact
≤3,000 SF	100 % Face Brick	100% Face Brick (Decorative stone allowed for 30%)	None- but provides flexibility with brick
3,001 – 10,000 SF	75% Face Brick, 25% other masonry (not defined)	75% Face Brick (Decorative stone allowed for 25% of the required brick area) , 25% other masonry as defined	None- but provides flexibility with brick with the use of stone and defines “other masonry”
10,001 – 40,000 SF	75% Face Brick, 25% other masonry (not defined)	50% Face Brick or decorative stone- Balance of 50% masonry as defined	Less restrictive –No longer requires 50% brick; allows choice of 50% brick or decorative stone, defines “other masonry”
40,001 -80,000 SF	60% face brick, 40% other masonry(not defined)	25% Face Brick or decorative stone on front façade only. Remaining facades masonry as defined.	Less restrictive - No longer requires brick; allows choice of 25% brick or decorative stone on front façade , defines “other masonry”



≤ 80,001 SF	25% Face Brick, 75% other masonry (not defined)	No brick required, 100% approved masonry (defined)	Less restrictive- no brick required.
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*\*15% of any one façade may use alternate building materials as defined in Section V.C.7.G. as architectural treatments, decorations or architectural accents*

The proposed text amendments and additions are identified in the staff report. In addition to the new regulations related to the amount of brick required the proposed amendments provide for alternate building materials that may be used for architectural treatments, decorations or architectural accents on the structure provided they do not constitute more than 15% of any façade; a list of prohibited materials was also presented and outlined in the staff report. Consistent with the amendments for commercial districts, Ms. Wallrich discussed how additions must conform to the building materials used for the existing structure. If there is difficulty in matching the existing material, then the architectural design of the addition must provide an attractive transition to a new material that is consistent with current building material requirements.

CHAIRMAN GRAY asked for comments from the Commissioners.

COMMISSIONER STANTON noted this is very thorough. All the Commissioners agreed.

CHAIRMAN GRAY noted he liked the idea of breaking up the 10,001 sq. ft. hopefully this will entice some businesses to come to the Village to set up shop. He also liked the fact that all the building materials are identified in the architectural review. Well Done

CHAIRMAN GRAY asked for comments from the public. There were none.

A Motion was made by COMMISSIONER FIELDER, seconded by COMMISSIONER AITCHISON, to open the Public Hearing for Masonry Text Amendments. The Motion was approved by voice call. CHAIRMAN GRAY declared the Motion approved.

CHAIRMAN GRAY asked for Motions.

**Motion 1**

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

**MASONRY**: *Brick, stone, or architectural/decorative concrete block (split face, fluted or smooth). Tilt-up or pre-cast masonry walls (with face or thin brick inlay) are allowed where brick is required. Pre-cast concrete wall panels are included in this definition provided the structure includes architectural interest through the use of approved alternate building materials, use of alternate colors or scoring patterns as outlined in the Architectural and Site Design Standards.*

AYES: STANTON, FIELDER, GASKILL, AITCHISON, VICK & CHAIRMAN GRAY

NAYS: NONE

CHAIRMAN GRAY declared the Motion unanimously approved by Roll Call.

**Motion 2**

A Motion was made by COMMISSIONER AITCHISON, seconded by COMMISSIONER GASKILL to recommend the Village Board amend Section III.U. (Site Plan Review) to include architectural review; provide architectural and site design standards as as outlined in the 11.21.2019 staff report.

AYES: STANTON, FIELDER, GASKILL, AITCHISON, VICK & CHAIRMAN GRAY

NAYS: NONE

CHAIRMAN GRAY declared the Motion unanimously approved by Roll Call.

**Motion 3**

A Motion was made by COMMISSIONER STANTON, seconded by COMMISSIONER FIELDER to recommend the Village Board amend Section V. C. 4. (Elevations and Facades) to include masonry requirements for single-family detached, single-family attached, townhomes and all single-family semi-detached dwellings as outlined in the 11.21.2019 staff report.

AYES: STANTON, FIELDER, GASKILL, AITCHISON, VICK & CHAIRMAN GRAY

NAYS: NONE

CHAIRMAN GRAY declared the Motion unanimously approved by Roll Call.

**Motion 4**

A Motion was made by COMMISSIONER VICK, seconded by COMMISSIONER AITCHISON to recommend the Village Board amend Section V.C.7. (General Requirements/All Business & Commercial Districts) to include masonry requirements for all commercial districts including Office and Restricted Industrial District and multi-family dwellings as outlined in the 11.21.2019 staff report.

AYES: STANTON, FIELDER, GASKILL, AITCHISON, VICK & CHAIRMAN GRAY

NAYS: NONE

CHAIRMAN GRAY declared the Motion unanimously approved by Roll Call.

**Motion 5**

A Motion was made by COMMISSIONER FIELDER, seconded by COMMISSIONER STANTON to recommend the Village Board amend Section V.C.10. (Site Development Standards for Industrial Uses) to include masonry requirements for all industrial districts as outlined in the 11.21.2019 staff report.

AYES: STANTON, FIELDER, GASKILL, AITCHISON, VICK & CHAIRMAN GRAY

NAYS: NONE

CHAIRMAN GRAY declared the Motion unanimously approved by Roll Call.

This will be heard at the Village Board on December 3, 2019.

**GOOD OF THE ORDER:**

1. Paula is working on the Plaza – Budget crunch and value engineering prior to going out to bid.
2. Magnuson Apartments (191<sup>st</sup> Street) – A Permit has been submitted for Foundation only and is being reviewed.
3. The Boulevard/South Street work is in progress with the foundation being installed.
4. There is a lot of hotel interest out on Route 45. Submittal has been presented and being reviewed by staff now.

**COMMENTS FROM THE COMMISSION**

None at this time.

**PUBLIC COMMENT:**

None at this time.

**ADJOURNMENT:**

There being no further business, a Motion was made by PLAN COMMISSIONER GASKILL, seconded by PLAN COMMISSIONER FIELDER to adjourn the Regular Meeting of the Plan Commission of November 21, 2019 at 8:26 p.m. The Motion was unanimously approved by voice call. PLAN COMMISSION CHAIRMAN GRAY declared the meeting adjourned.



# Interoffice

# Memo

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**Date:** December 17, 2019  
**To:** Mayor & Board of Trustees  
Dave Niemeyer, Village Manager  
**From:** Kimberly Clarke, Director of Community Development  
**Subject:** Ordinance Amending Banging Gavel-Incentive Agreement

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## Background

Pilsen Breweries, Inc. d/b/a Banging Gavel Brews (BGB) purchased the Vogt building located at 6811 Hickory Street on June 30, 2017. The Village and owner of the property entered into an economic incentive agreement on April 3<sup>rd</sup>, 2017. The incentive agreement would allow the developer to redevelop the property in order to feature a brewery and restaurant with an outdoor patio. The incentive agreement granted \$850,000 in assistance; \$600,000 of the request includes a \$450,000 Historic Preservation grant plus an estimated \$150,000 for public land purchase. The purchase of the public land was completed. The remaining \$250,000 came in the form of a sales tax rebate providing an operating incentive over the first ten (10) years. The owner was entitled to 50% of the sales tax revenue received in excess of incentive base (\$6,000), with the Village retaining the remaining 50% of the excess over the incentive base.

## Discussion

Staff presented an amendment to the incentive agreement at the November 11, 2019 Committee of the Whole meeting. At this meeting, the owner was requesting to receive \$150,000 placed in a joint construction escrow account at the completion of phase 1 and the remaining \$300,000 be paid at the completion of phase 2 (2<sup>nd</sup> floor kitchen and event room).

The draft agreement has been amended to allow the development to be completed in two phases as stated above in the background. Upon the issuance of certificate of occupancy for Phase 1, reimbursement up to \$150,000 will be paid. The remaining \$300,000 will be paid at the completion of Phase 2. A revised period has been amended that states the owners shall submit for all required building permits for Phase 1 construction on or before January 31, 2020, and be completed within 12 months after the Village has issued all necessary building permits as evidenced by issuance of a Phase 1 occupancy permit from the Village. Phase 2 construction shall be completed no later than six months from the date of issuance of the Phase 1 occupancy permit as evidenced by the issuance of and final occupancy permit from the Village.

## RECOMMENDATION

Adopt the attached Ordinance amending the Banging Gavel incentive agreement.



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

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**ORDINANCE**  
**NO. 2019-O-082**

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**AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE ECONOMIC  
INCENTIVE AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK  
COOK COUNTY, ILLINOIS AND BANGING GAVEL PROPERTIES, LLC**

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**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**

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park  
Peterson, Johnson, and 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-082**

**AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK COOK COUNTY, ILLINOIS AND BANGING GAVEL PROPERTIES, LLC**

**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, Cook and Will Counties, believe and hereby declare that it will be in the best interests of the Village and its residents to approve and authorize the execution of an Ordinance Approving the First Amendment to the Economic Incentive Agreement by and between The Village of Tinley Park Cook County, Illinois and Banging Gavel Properties, LLC, substantially in the form attached hereto as Exhibit 1 (“First Amendment to the Economic Incentive Agreement”); and

**NOW, THEREFORE**, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, 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 the Board of Trustees hereby approve the First Amendment to the Economic Incentive Agreement by and between The Village of Tinley Park Cook County, Illinois and Banging Gavel Properties, LLC substantially in the form attached hereto as Exhibit 1; and the Village President and/or the Village Manager are hereby authorized to execute said First Amendment to the Economic Incentive Agreement, subject to review and revisions as to form by the Village Attorney.

SECTION 3: Any policy, resolution, or ordinance of the Village of Tinley Park 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: The Village Clerk be and hereby is authorized and directed to publish this Ordinance in pamphlet form.

PASSED THIS 17<sup>th</sup> day of December, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 17<sup>th</sup> day of December, 2019.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2019-O-082, “AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK COOK COUNTY, ILLINOIS AND BANGING GAVEL PROPERTIES, LLC,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 17, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17<sup>th</sup> day of December, 2019.

KRISTIN A. THIRION, VILLAGE CLERK



**FIRST AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT**

**by and between**

**THE VILLAGE OF TINLEY PARK COOK COUNTY, ILLINOIS**

**and**

**BANGING GAVEL PROPERTIES, LLC**

THIS FIRST AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and between the Village of Tinley Park, an Illinois municipal corporation (the “Village”), and Banging Gavel Properties, LLC (“BGB”).

**PREAMBLE**

WHEREAS, the Village and BGB entered into that certain Economic Incentive Agreement, dated as of \_\_\_\_\_ (as hereby amended and may be further amended, restated, supplemented or otherwise from time to time the “Agreement”), in connection with restoration and rehabilitation of the Historic Vogt Building into a Brew Pub and the associated incentives; and

WHEREAS, the parties wish to amend certain provisions of the Agreement to allow for phased construction and the availability of a portion of the total TIF Incentive amount at the beginning of Phase 2 of construction; and

NOW THEREFORE, in consideration of the representations, warranties, and mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**AGREEMENT**

1. **Amendment to Agreement.** The Agreement is hereby Amended as follows:

*A. Section 2.3 “Development” is hereby deleted in its entirety and replaced with the following:*

Development. BGB shall submit for all required building permits for Phase 1 construction on or before January 31, 2020, and be completed within 12 months

after the Village has issued all necessary building permits as evidenced by issuance of a Phase 1 occupancy permit from the Village. Phase II construction shall be completed no later than six months from the date of issuance of the Phase 1 occupancy permit as evidenced by the issuance of and final occupancy permit from the Village.

***B. Section 3.1 “TIF REIMBURSEMENT” is hereby deleted in its entirety and replaced with the following:***

3.1 TIF Reimbursement. Subject to the terms, conditions and restrictions of this Agreement and the Act, the Village shall pay to or on behalf of BGB, its successors, assigns, transferees or designees solely from any legally available TIF funds in the sole discretion of the Village up to a maximum of Four Hundred and Fifty Thousand (\$450,000) Dollars (the “TIF Incentive Amount”). The TIF Incentive Amount is solely to reimburse BGB for Redevelopment Project Costs which are qualified for payment under this Agreement and applicable law and pursuant to the procedures set forth in Section 3.2 below.

***C. Section 3.2 (a) “Reimbursement Procedures” is hereby amended by removing the phrase “from the existing fund balance” and replacing it “from any legally available TIF funds”***

***D. Section 3.2 (d) is hereby deleted in its entirety and replaced with the following:***

Notwithstanding subparagraph (b) above, it is understood and acknowledged by the Parties that the Project shall be completed in two phases. At the completion of Phase 1, there shall be a fully operational Brew Pub with seating capacity for 80 guests, together with full food service, and capacity for an additional 160 guests in the beer

garden. Upon the issuance of certificate of occupancy for Phase 1, reimbursement requests may be submitted for eligible project costs incurred. up to that point and thereafter. If submitted and approved in accordance with the terms of this Agreement, the Village shall pay up to \$150,000 in legally available TIF funds chosen in the sole discretion of the Village for approved, eligible project costs incurred by BGB or to others as directed by BGB and as allowed by Illinois law.

***E. Section 3.2 (e) is hereby amended by adding the following sentence:***

BGB shall also maintain and provide at the Village's request certified payroll evidencing the payment of prevailing wages where required by law.

2. **Effect of Amendment.** This First Amendment notices and amends the Agreement and the terms and provisions hereof shall supersede and control over any contrary or conflicting terms and provisions set forth in the Agreement. Except as expressly modified by this First Amendment, the Agreement continues and remains in full force and effect.
3. **Counterparts.** This First Amendment may be executed in multiple counterparts, each of which, when assembled to include an original or facsimile signature for each party contemplated to sign this First Amendment, will constitute a complete and fully executed original. All such fully executed original or facsimile counterparts will collectively constitute but one agreement.
4. **Headings.** Section headings contained herein are for convenience or reference only and shall not govern the interpretation of any of the provisions contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Tinley Park, Illinois.

Village of Tinley Park  
an Illinois municipal corporation

By: \_\_\_\_\_  
Village President

Date: \_\_\_\_\_, 2019

ATTEST:

By: \_\_\_\_\_  
Village Clerk

Date: \_\_\_\_\_, 2019

Banging Gavel Properties, LLC,  
an Illinois Limited Liability Company

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2019

ATTEST:

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2019

In talking with Jim. He said he would be okay with putting language in there stating that Phase 2 will be completed no later than 180 days of completing Phase 1



## Interoffice Memo

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**Date:** December 17, 2019

**To:** Mayor & Board of Trustees  
Dave Niemeyer, Village Manager

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

**Subject:** 16200 S. Harlem Avenue Class 7a

### **BACKGROUND**

Rick White (Applicant) of Park Ridge Midwest Realty Group, LLC. (Bandana's) plans to invest \$400,000 – \$450,000 in the vacant 4,245 SF commercial space located at 16200 S. Harlem Avenue in Tinley Park. This location has been 100% vacant and unused since April 2015 and requires significant improvements.



On February 5, 2019, the Village Board approved Ordinance 2019-O-008 designating the area known as 159th and Harlem Avenue as blighted. This designation is the first requirement to qualify for Cook County's Class 7 Assessment Program. The blighted designation allows for current / future developers and businesses the ability to immediately access Cook County Class 7 incentives with Village approval to attract investment in high vacancy and underdeveloped areas. The subject property is located within the designated blighted area outlined within the ordinance and is therefore eligible to apply for Class 7 incentives.

The Applicant has retained the counsel of Sarnoff and Baccash, a property tax law firm located in Chicago, Illinois, to assist with preparing the Class 7a application for Village and Cook County submittal.

### **DISCUSSION**

This case was unanimously approved by the Economic Commercial Commission at their December 9, 2019 meeting and discussed at the Committee of the Whole meeting on December 17, 2019.

### **RECOMMENDATION**

Adopt the attached Resolution supporting and consenting to the filing of a class 7A Application and Finding the Class 7A Necessary for Development to occur at 16200 S. Harlem Avenue

Attachments:

1. Resolution
2. Request Letter & Application

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

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**RESOLUTION**  
**NO. 2019-R-125**

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**A RESOLUTION SUPPORTING AND CONSENTING TO THE FILING OF A CLASS  
7A APPLICATION AND FINDING THE CLASS 7A NECESSARY FOR  
DEVELOPMENT TO OCCUR AT 16200 S. HARLEM AVENUE**

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**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

**RESOLUTION NO. 2019-R-125****A RESOLUTION SUPPORTING AND CONSENTING TO THE FILING OF A CLASS 7A APPLICATION AND FINDING THE CLASS 7A NECESSARY FOR DEVELOPMENT TO OCCUR AT 16200 S. HARLEM AVENUE**

**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 attract new industry, stimulate the expansion and retention of existing industry, and increase employment opportunities in the Village; and

**WHEREAS**, Cook County has instituted a program to encourage commercial development known as the Cook County Real Property Classification Ordinance (“Tax Incentive Ordinance”); and

**WHEREAS**, said Tax Incentive Ordinance provides a Class 7a incentive that is designed to encourage commercial development throughout Cook County by offering real estate tax incentives for the development of new commercial facilities, the rehabilitation of existing commercial structures, and the commercial reutilization of abandoned buildings; and

**WHEREAS**, Rick White on behalf of Park Ridge Midwest Realty Group, LLC. (“Bandana’s”), desires to redevelop certain real property located at 16200 S. Harlem Avenue, Tinley Park, Illinois (“Subject Property”), legally described in the attached Exhibit 1, PIN: 27-24-202-022-0000, in reliance on the Class 7a incentives and to plans to relocate its headquarters to said Subject Property, which is presently a vacant structure; and

**WHEREAS**, Bandana’s would find it difficult to relocate and construct at the Subject Property given the current tax liability on the Subject Property but for said Class 7a incentive, which provides a reduced assessment of ten percent (10%) of fair market value of the Property for the first ten years, fifteen percent (15%) for the eleventh year, and twenty percent (20%) for the twelfth year; and



**WHEREAS**, said Subject Property does not have a Class 7a incentive applied to the Subject Property and Bandana's seeks approval from the Village to consent and support said Class 7a incentive to be applied to the Subject Property; and

**WHEREAS**, the Village has determined that the Subject Property meets the requirements necessary for approving the request for certain tax incentives, and by allowing said reclassification will further promote the economic viability of the Subject Property which is aligned with the Village's desire to attract new industry, stimulate the expansion and retention of existing industry, and increase employment opportunities in the Village; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve the request submitted by Bandana's and consent and support the Class 7a reclassification of the Subject Property; and

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

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

**SECTION 2:** That the President and Board of Trustees of the Village of Tinley Park hereby approves the request submitted by Bandana's and supports and consents to the Class 7a reclassification and has determined that the commercial use of the Subject Property by Bandana's for its new restaurant location at the Subject Property is both necessary and beneficial to the Village.

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

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

PASSED THIS 17<sup>th</sup> day of December, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 17<sup>th</sup> day of December, 2019.

---

VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-125, “A RESOLUTION SUPPORTING AND CONSENTING TO THE FILING OF A CLASS 7A APPLICATION AND FINDING THE CLASS 7A NECESSARY FOR DEVELOPMENT TO OCCUR AT 16200 S. HARLEM AVENUE,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 17, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17<sup>th</sup> day of December, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

EXHIBIT 1  
LEGAL DESCRIPTION

**Legal Description, Site and Building Square Footage**

The total land area of the subject parcel located at 16200 S. Harlem Ave. in Tinley Park, Illinois (PINs: 27-24-202-022-0000) is approximately 48,351 square feet, and the total building area is approximately 4,245 square feet.

PARCEL I:

LOT 5 IN SUPER-K SUBDIVISION, BEING A RESUBDIVISION OF LOTS 4 TO 11 IN PARK PLACE, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) AND PART OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1997 AS DOCUMENT NUMBER 97195157.

PARCEL II:

PERMANENT RECIPROCAL AND NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL I FOR, USE OF PARKING AREAS AND COMMON AREAS; USE OF ENTRANCES, EXITS, DRIVEWAYS, WALKS, SERVICE DRIVES, DIRECTIONAL SIGNS, AND LIGHTING FACILITIES; INGRESS, EGRESS, ACCESS, AND PARKING FOR VEHICULAR OR PEDESTRIAN TRAFFIC OVER PARKING AREAS, ENTRANCES, EXITS, DRIVEWAYS, WALKS, AND SERVICE DRIVES; USE OF STORM DRAINAGE AND RETENTION FACILITIES, LANDSCAPING, PUBLIC REST ROOMS, OTHER PUBLIC FACILITIES AND DIRECTIONAL SIGNS ;LOCATION OF BUILDINGS WITHIN CERTAIN AREAS; DESIGN, CONSTRUCTION AND MAINTENANCE OF PERMITTED BUILDINGS; MAINTENANCE OF BUILDINGS AND VACANT AREAS; REPAIR AND MAINTENANCE OF COMMON AREA; AND PERMITTED SIGNS, CREATED, DEFINED AND LIMITED BY THAT CERTAIN SHOPPING CENTER RECIPROCAL EASEMENT AND OPERATION AGREEMENT DATED JUNE 20, 1991 AND RECORDED JUNE 21, 1991, AS DOCUMENT NUMBER 91303346.

**SARNOFF ♦ BACCASH**

P R O P E R T Y T A X L A W

November 26, 2019

Village of Tinley Park  
Attn: Kimberly Clarke  
16250 S. Oak Park Ave.  
Tinley Park, Illinois 60477  
kclarke@tinleypark.org

**Re: Class 7a Incentive Resolution Request  
Park Ridge Midwest Realty Group, LLC  
16200 S. Harlem Ave.  
Tinley Park, Illinois 60477  
PINs: 27-24-202-022-0000**

Dear Ms. Clarke:

Park Ridge Midwest Realty Group, LLC (“Applicant”) is requesting a Resolution supporting and consenting to a Class 7a Incentive on the above-referenced property based on occupation of an abandoned property that has been vacant for greater than 24 continuous months, with a purchase for value and substantial rehabilitation. The Applicant plans to rehabilitate the currently abandoned building for its related entity, Bandana’s Missouri, LLC d/b/a Bandana’s Bar-B-Q (“Bandana’s”), to occupy for its own use as a full-service restaurant.

In 1996 the first Bandana’s was opened in Arnold, Missouri and is now a full-service Bar-B-Q restaurant chain with 24 corporate restaurants and 4 franchise restaurants currently in four states (Missouri, Illinois, Iowa and Indiana). The goal then, as now, to provide the best Southern Style Bar-B-Q with unprecedented quick service in a family friendly atmosphere. Bandana’s continues to be family owned and operated and has been able to grow due to the quality of its food and employees. Bandana’s utilizes real wood pit smokers operating 24 hours a day, which is why you can “Smell That Smoke” every time you come to a Bandana’s.

Bandana’s plans to start and operate at the subject property with approximately 45 employees (approximately 10 full-time and 35 part-time), all of which will likely be new hires. Bandana’s will look to hire all qualified Village of Tinley Park residents for future hires. In addition, the Applicant expects that Bandana’s will generate a strong sales tax at the subject property. Specifically, the Applicant expects this site to generate approximately \$195,000 in sales tax per year. The Village of Tinley Park can also expect that Bandana’s employees will invest commercially back into the community by visiting local establishments such as gas stations, grocery stores and more. Additionally, Bandana’s will attract business and various customers to the Village in the course of its operations.

We also note that initially 3 to 5 corporate trainers will spend roughly two months training new managers and staff in the Bandana’s way to do things and will stay at local hotels. In addition, corporate officers and other guests will periodically visit the subject property and will stay at local hotels. Additionally, Bandana’s has been a good neighbor at other locations and plans to be in the Village of Tinley Park.

**SARNOFF • BACCASH**  
PROPERTY TAX LAW

Kimberly Clarke  
November 26, 2019  
Page 2

A few examples at other Bandana's locations include a "Dine to Donate" fundraising program for schools and groups to dine and earn up to 20% back, partnering with the March of Dimes for its annual Bikers for Babies campaign and partnering with the BackStoppers to raise money for fallen police officers. Bandana's will look to continue its history of being a good neighbor at the subject property.

The subject property consists of an approximately 48,351 square foot site with an approximately **4,245 square foot building that has been 100% vacant and unused since April, 2015 and is in need of significant improvements.** Therefore, the Applicant will have to complete substantial rehabilitation to make the subject property ready for Bandana's use. The Applicant has allotted approximately \$400,000 to \$450,000 to immediately rehabilitate the subject property, which will create approximately 10 to 15 construction/rehabilitation jobs. These improvements will be to update the landscaping, add new signage and to rehabilitate the exterior and interior to match the look of other Bandana's restaurants as well as to complete other general maintenance. Please note, however, that these construction costs could significantly vary for a variety of reasons depending cosmetic improvements and market variances. Further inspections of the subject property may require additional improvements.

The Applicant believes that the proposed rehabilitation and occupancy of the subject property will result in a major increase in employment, property taxes and sales tax at this site. However, the above is dependent on securing the Class 7a Incentive on the subject property.

Therefore, please review this letter and the attached materials, and place the Applicant on the agenda for the December 7, 2019 Village of Tinley Park Economic and Commercial Commission meeting, where it will present its request for the Village of Tinley Park to pass a Resolution supporting and consenting to a Class 7a Incentive on the subject property based on occupation of an abandoned property that has been vacant for greater than 24 continuous months with a purchase for value and substantial rehabilitation. In support of the above, enclosed please find a Class 7a Eligibility Application along with all required information and documentation available to date, including:

1. Economic Disclosure Statement.
2. Affidavit attesting to vacancy.
3. Legal description and square footage of the land and building on the subject property.
4. Survey and aerial of the subject property.
5. Description of the nature of the project, the intended use of the subject property and information regarding the applicant and user.
6. Information satisfying the five Class 7a Incentive factors: Designation of Area; Real Estate Tax Analysis; Viability and Timeliness; Assistance and Necessity; Increased Tax Revenue and Employment.

Should you have any questions or concerns, or require additional information, please do not hesitate to contact me at (312) 782-8310.

Sincerely,  
**SARNOFF & BACCASH**

  
Zachary A. Kafitz

**COOK COUNTY ASSESSOR**  
**FRITZ KAEGI**



COOK COUNTY ASSESSOR'S OFFICE  
118 NORTH CLARK STREET, CHICAGO, IL 60602  
PHONE: 312.443.7550 FAX: 312.603.3616  
WWW.COOKCOUNTYASSESSOR.COM

**CLASS 7A**  
**ELIGIBILITY APPLICATION**

CONTROL NUMBER

Carefully review the Class 7a Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department (312) 603-7529. This application, a filing fee of \$500.00, and supporting documentation must be filed as follows:

This application must be filed PRIOR TO the commencement of New Construction or the commencement of Substantial Rehabilitation Activities or PRIOR TO the Reoccupation of Vacant/Abandoned Property.

**Applicant Information**

Name: Park Ridge Midwest Realty Group, LLC  
Company: See above Telephone: (636 ) 537-8200  
Address: 16141 Swingley Ridge Rd., Suite 205  
City: Chesterfield State: MO Zip Code: 63017  
Email Address: \_\_\_\_\_

**Contact Person (if different than the Applicant)**

Name: Rick White  
Company: See above Telephone: ( )  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Property Description (per PIN)**

**If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.**

Street address: (1) 16200 S. Harlem Ave.  
Permanent Real Estate Index Number: 27-24-202-022-0000  
(2) \_\_\_\_\_  
Permanent Real Estate Index Number: \_\_\_\_\_  
(3) \_\_\_\_\_  
Permanent Real Estate Index Number: \_\_\_\_\_

City: Tinley Park State: IL Zip Code: 60477  
Township: Orland Existing Class: 5-17

**Identification of Persons Having an Interest in the Property**

Attach a complete list of all owners, developers, occupants and other interested parties (including all beneficial owners of a land trust) identified by names and addresses, and the nature and extent of their interest.

**Property Use**

**General Description of Proposed Property Usage** Restaurant

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Attach legal description, site dimensions and square footage and building dimensions and square footage.

Include copies of materials, which explain the occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

**Nature of Development**

Indicate nature of the proposed development by checking the appropriate space:

- New Construction (Read and Complete Section A below)
- Substantial Rehabilitation (Read and complete Section A below)
- Occupation of Abandoned Property – No Special Circumstances (Read and complete Section B)
- Occupation of Abandoned Property – With Special Circumstances (Read and complete Section C)

A. If the proposed development consists of *new construction* or *substantial rehabilitation*, provide the following information:

Estimated date of construction commencement (excluding demolition, if any):	<u>See attached</u>
Estimated date of construction completion:	<u>See attached</u>
Total redevelopment cost, excluding land:	\$ <u>See attached</u> <i>(Not to exceed \$2 million)</i>

Attach copies of the following:

1. specific description of the proposed new construction or substantial rehabilitation
2. current plat of survey for subject property
3. 1<sup>st</sup> floor plan or schematic drawings
4. building permits, wrecking permits and occupancy permits (including date of issuance)
5. complete description of the cost and extent of substantial rehabilitation or new construction (including such items as contracts, itemized statements of all direct and indirect costs, contractor's affidavits, etc.)



B. If the proposed development consists of the re-occupancy of *abandoned property*, provide the following information:

1. Was the subject property vacant and unused for at least 24 continuous months prior to purchase for value or substantial rehabilitation?

YES                       NO

When and by whom was the subject property last occupied and used?

See attached

Attach copies of the following documents:

- (a) sworn statements from persons having personal knowledge attesting to the fact and duration of vacancy and abandonment
- (b) records (such as statements of utility companies), indicating that the property has been vacant and unused and the duration of such vacancy

2. Application must be made to Assessor prior to reoccupation:

Estimated date of reoccupation: See attached                      Date of purchase: TBD

Name of purchaser: Park Ridge Midwest Realty Group, LLC

Name of seller: Sundance Development, Inc.

Relationship of purchaser to seller: None

Attach copies of the following documents:

- (a) sale contract
- (b) recorded deed
- (c) assignment of beneficial interest
- (d) real estate transfer declaration

C. If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the incentive where there was a purchase for value, but the period of *abandonment prior to purchase was less than 24 continuous months*, please complete section (1) below. If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the incentive where there was *no purchase for value*, but the period of abandonment prior to application was 24 continuous months or greater, please complete section (2) below.

1. How long was the period of abandonment prior to the purchase for value?

\_\_\_\_\_

When and by whom was the subject property last occupied prior to the purchase for value?

\_\_\_\_\_

- (a) Sworn statements from person having personal knowledge attesting to the fact and duration of vacancy and abandonment.
- (b) Records (such as statements of utility companies) which demonstrate that the

- property was vacant and unused and indicated duration of such vacancy.
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution for the Board of Commissioners of Cook County stating its approval for the less than 24-month abandonment period.*

Application must be made to Assessor prior to commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: \_\_\_\_\_  
 Date of purchase: \_\_\_\_\_  
 Name of purchaser: \_\_\_\_\_  
 Name of seller: \_\_\_\_\_  
 Relationship of purchaser to seller: \_\_\_\_\_

Attach copies of the following documents:

- (a) Sale contract
- (b) Closing statement
- (c) Recorded deed
- (d) Assignment of beneficial interest
- (e) Real estate transfer declaration

2. Was the subject property vacant and unused for at least 24 continuous months prior to the filing of this application?

YES             NO

When and by whom was the subject property last occupied prior to filing this application?

\_\_\_\_\_  
 \_\_\_\_\_

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and duration of vacancy and abandonment.
- (b) Records (such as statements of utility companies) which demonstrate that the property was vacant and unused and indicate duration of such vacancy.
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution for the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.*

Application must be made to Assessor prior to commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: \_\_\_\_\_

**Employment Opportunities**

How many construction jobs will be created as a result of this development? Est. 10 to 15

How many permanent full-time and part-time employees do you now employ in Cook County?

Full-time: See attached Part-time: See attached

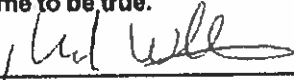
How many new permanent full-time jobs will be created as a result of this proposed development? See attached

How many new permanent part-time jobs will be created as a result of this proposed development? TBD

**Local Approval**

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) must accompany this Application. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 7a Application and that it finds Class 7a necessary for development to occur on the subject property. This resolution must expressly state that the five eligibility factors, which must be present to demonstrate the area is "in need of commercial development", are satisfied.

I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

  
Signature

RICK WHITE  
Print Name

11/25/19  
Date

Manager  
Title

*\*Note: If title to the property is held in trust or by a corporation or a partnership, this Class 7a Eligibility Application must be signed by the beneficiary, officer and/or general partner.*

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

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**RESOLUTION**  
**NO. 2019-R-120**

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**A RESOLUTION APPROVING A MASTER POLE ATTACHMENT  
AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND  
CHICAGO SMSA LIMITED PARTNERSHIP**

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**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**

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**RESOLUTION NO. 2019-R-120****A RESOLUTION APPROVING A MASTER POLE ATTACHMENT AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND CHICAGO SMSA LIMITED PARTNERSHIP**

**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 enter into a Master Pole Attachment Agreement (“Agreement”) with Chicago SMSA Limited Partnership *d/b/a* Verizon Wireless (“Chicago SMSA”), attached hereto as Exhibit 1, pertaining to the installation, maintenance, and operation of small cell wireless facilities in the Village; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve said Agreement with Chicago SMSA; and

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

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

**SECTION 2:** The President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village and its residents that the aforesaid Agreement be entered into with Chicago SMSA, and that the Village President is hereby authorized to execute said Agreement on behalf of the Village, with said 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:** Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

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

PASSED THIS 17th day of December, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 17th day of December, 2019.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-120, “A RESOLUTION APPROVING A MASTER POLE ATTACHMENT AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND CHICAGO SMSA LIMITED PARTNERSHIP,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 17, 2019

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of December, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

## MASTER POLE ATTACHMENT AGREEMENT

This Master Pole Attachment Agreement (“Agreement”) made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the VILLAGE OF TINLEY PARK, with its principal offices located at 16250 S. Oak Park Avenue, Tinley Park, IL 60477, hereinafter designated LICENSOR and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920, hereinafter designated LICENSEE. LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

### WITNESSETH

**WHEREAS**, LICENSOR is the owner, of certain utility poles, wireless support structures, and/or real property, which are located within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission (FCC) to LICENSEE; and

**WHEREAS**, LICENSEE desires to install, maintain and operate small wireless facilities in and/or upon certain of LICENSOR's utility poles, wireless support structures and/or real property; and

**WHEREAS**, LICENSOR and LICENSEE acknowledge that any term used in this Agreement that is defined in Chapter 106 “Small Wireless Facilities” of Title IX “General Regulations” of the Tinley Park Municipal Code (as now or hereafter amended “Chapter 106”) shall have the meaning provided therein; and

**WHEREAS**, LICENSOR and LICENSEE acknowledge that the terms of this Agreement are nondiscriminatory, competitively neutral and commercially reasonable; and

**WHEREAS**, LICENSOR and LICENSEE desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which LICENSOR may wish to permit LICENSEE to install, maintain and operate small wireless facilities as hereinafter set forth; and

**WHEREAS**, the LICENSOR and LICENSEE intend to promote the expansion of communications services in a manner consistent with the Small Wireless Facilities Deployment Act (“Act”), the Illinois Cable and Video Competition Act, the Illinois Telephone Company Act, the Telecommunications Act of 1996, the Middle Class Tax Relief and Job Creation Act of 2012, the Simplified Municipal Telecommunications Tax Act, 35 ILCS 636/5-1, *et. seq.* and Federal Communication Commission Regulations; and

**WHEREAS**, LICENSOR and LICENSEE acknowledge that they will enter into a License Supplement (“Supplement”), a copy of which is attached hereto as Exhibit A, with respect to any particular location or site which the Parties agree to license; and

**WHEREAS**, the Parties acknowledge that different related entities may operate or conduct the business of LICENSEE in different geographic areas and as a result, each Supplement may be signed by LICENSEE affiliated entities as further described herein, as appropriate based upon the entity holding the FCC license in the subject geographic location.



**NOW THEREFORE**, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

- 1) **PREMISES.** Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LICENSOR agrees to license to LICENSEE that certain space on or upon LICENSOR's utility poles, and/or wireless support structures as more fully described in each Supplement to be executed by the Parties hereinafter referred to as the "Premises", for the installation, operation, maintenance, repair and modification of small wireless facilities; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property (as defined below) and to and from the Premises for the purpose of installation, operation, maintenance, repair and modification of LICENSEE's small wireless facilities. The LICENSOR's utility poles, wireless support structures and other poles and towers are hereinafter referred to as "Pole" and the entirety of the LICENSOR's property is hereinafter referred to as "Property". In the event there are not sufficient electric and telephone, cable or fiber utility sources located at the Premises or on the Property, LICENSOR agrees to grant LICENSEE the right to install such utilities on, over and/or under the Property and to the Premises as necessary for LICENSEE to operate its communications facility, but only from the duly authorized provider of such utilities, provided the location of such utilities shall be designated by LICENSOR.
- 2) **PERMIT APPLICATION.** For each small wireless facility, LICENSEE shall submit an application to LICENSOR for a permit that includes:
  - a) Site specific structural integrity and, for LICENSOR'S utility pole or wireless support structure, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;
  - b) The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;
  - c) Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;
  - d) The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
  - e) A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved;
  - f) Certification that the collocation complies with LICENSOR's Small Wireless Facilities Ordinance requirements, to the best of the applicant's knowledge; and
  - g) The application fee due.
- 3) **APPLICATION FEES.** Application fees are subject to the following requirements:

- a) LICENSEE shall pay an application fee of \$650 for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure and \$350 for each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures.
- b) LICENSEE shall pay an application fee of \$1,000 for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.
- c) Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section must be accompanied by the required application fee.
- d) LICENSOR shall not require an application, approval, or permit, or require any fees or other charges, from LICENSEE, for:
  - i) routine maintenance; or
  - ii) the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if LICENSEE notifies LICENSOR at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with the requirements of this Agreement; or
  - iii) the installation, placement, maintenance, operation, or replacement of small wireless facilities that are suspended on cables that are strung between existing utility poles in compliance with applicable safety codes, provided this provision does not authorize such facilities to be suspended from municipal electric lines, if any.

LICENSEE shall secure a permit from LICENSOR to work within rights-of-way for activities that affect traffic patterns or require lane closures.

#### 4) REQUIREMENTS.

- a) LICENSEE's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications. LICENSEE shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment. Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency. If a small wireless facility causes such interference, and LICENSEE has been given written notice of the interference by the public safety agency, LICENSEE, at its own expense, shall take all reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down the small wireless facility and later powering up the small wireless facility for intermittent testing, if necessary. The LICENSOR may terminate a permit for a small wireless facility based on such interference if LICENSEE is not making a good faith effort to remedy the problem in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.

- b) LICENSEE shall not install devices on the existing utility pole or wireless support structure that extend beyond ten (10) feet of the pole's existing height.
- c) LICENSEE shall install pole mounted equipment at a minimum of eight (8) feet from the ground.
- d) LICENSEE shall be limited to one (1) cabinet or other ground mounted device for ground mounted installations.
- e) LICENSEE shall paint or otherwise camouflage antennas, mounting hardware, and other devices to match or complement the structure upon which they are being mounted.
- f) LICENSEE shall install landscaping at the base of poles with respect to any ground equipment installed by LICENSEE on which devices are being installed as required by the LICENSOR's Small Wireless Facilities Ordinance, Zoning Ordinance or Landscape Code, to the extent applicable.
- g) LICENSEE shall, to the extent applicable, comply with all the terms and conditions of Chapter 103 "Construction of Utility Facilities in Public Rights-of-Way" of Title IX "General Regulations" of the Tinley Park Municipal Code (as now or hereafter amended "Chapter 103") and Chapter 106 in regards to construction of utility facilities in public rights-of-way.
- h) LICENSEE shall comply with applicable requirements that are imposed by a contract between the LICENSOR and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.
- i) LICENSEE shall comply with applicable spacing requirements in Chapter 106 and the Zoning Ordinance concerning the location of ground-mounted equipment located in the right-of-way.
- j) LICENSEE shall, to the extent applicable, comply with Chapter 103 and Chapter 106 and the Zoning Ordinance concerning undergrounding requirements or determinations from the municipal officer or employee in charge of municipal utilities, if any.
- k) LICENSEE shall, to the extent applicable, comply with Chapter 103 and Chapter 106 and the Zoning Ordinance for construction and public safety in the rights-of-way, including, but not limited to, wiring and cabling requirements, grounding requirements, utility pole extension requirements, and signage limitations; and shall comply with reasonable and nondiscriminatory requirements that are consistent with PA 100-0585 and adopted by LICENSOR regulating the location, size, surface area and height of small wireless facilities, or the abandonment and removal of small wireless facilities.
- l) LICENSEE shall not collocate small wireless facilities within the communication worker safety zone of the pole or the electric supply zone of the pole on LICENSOR utility poles that are part of an electric distribution or transmission system. However, the antenna and support equipment of the small wireless facility may be located in the communications space on the LICENSOR utility pole and on the top of the pole, if not otherwise unavailable, if LICENSEE complies with Chapters 103 and Chapter 106 and the Zoning Ordinance for work involving the top of the pole. For purposes of this subparagraph, the

terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.

- m) LICENSEE shall comply with all applicable Village ordinances or codes that concern public safety.
- n) LICENSEE shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this Agreement. LICENSEE shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.
- o) LICENSEE shall comply with Chapter 103 and the applicable Zoning Ordinance requirements for decorative utility poles, or stealth, concealment, and aesthetic requirements that are identified by LICENSOR in the Zoning Ordinance, Legacy Plan or other written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark, in a historic district or in LICENSOR's Legacy District.
- p) LICENSEE shall comply with the applicable design or concealment measures in a historic district or historic landmark set forth in Chapter 103 and the Zoning Ordinance. With respect to an application for the collocation of a small wireless facility on a decorative pole, LICENSOR may propose that the small wireless facility be collocated on an existing pole or existing wireless support structure within 100 feet of the proposed collocation, which LICENSEE shall accept so long as the alternate location and structure does not impose technical limits or additional material costs as determined by LICENSEE. In the absence of an agreement to collocate on an alternate location, LICENSEE will conceal or enclose its small wireless facility and associated equipment as much as is technically feasible on LICENSOR's decorative pole.

Any such design or concealment measures, including restrictions on a specific category of poles, may not have the effect of prohibiting any LICENSEE's technology. Such design and concealment measures shall not be considered a part of the small wireless facility for purposes of the size restrictions of a small wireless facility. This paragraph may not be construed to limit LICENSOR's enforcement of historic preservation in conformance with the requirements adopted pursuant to the Illinois State Agency Historic Resources Preservation Act or the National Historic Preservation Act of 1966, 54 U.S.C. Section 300101 *et seq.* and the regulations adopted to implement those laws.

5) APPLICATION PROCESS. LICENSOR shall process applications as follows:

- a) An application to collocate a small wireless facility on an existing utility pole, replacement of an existing utility pole or wireless support structure owned or controlled by LICENSOR shall be processed by LICENSOR and deemed approved if LICENSOR fails to approve or deny the application within ninety (90) days. However, if LICENSEE intends to proceed with the permitted activity on a deemed approved basis, LICENSEE must notify LICENSOR in writing of its intention to invoke the deemed approved remedy no sooner than seventy five (75) days after the submission of a completed application. The permit shall be deemed approved on the latter of the 90th day after submission of the complete

application or the 10th day after the receipt of the deemed approved notice by LICENSOR. The receipt of the deemed approved notice shall not preclude LICENSOR's denial of the permit request within the time limits as provided under the Act.

- b) An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed and deemed approved if LICENSOR fails to approve or deny the application within one hundred twenty (120) days. However, if LICENSEE applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant must notify LICENSOR in writing of its intention to invoke the deemed approved remedy no sooner than one hundred five (105) days after the submission of a completed application. The permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by LICENSOR. The receipt of the deemed approved notice shall not preclude LICENSOR's denial of the permit request within the time limits as provided under the Act.
- c) LICENSOR shall approve an application unless the application does not meet the applicable requirements of Chapter 106.
- d) If LICENSOR determines that applicable codes, local code provisions or regulations that concern public safety, or the requirements of Chapter 106, require that the utility pole or wireless support structure be replaced before the requested collocation, approval may be conditioned on the replacement of the utility pole or wireless support structure at the cost of LICENSEE. LICENSOR must document the basis for a denial, including the specific code provisions or application conditions on which the denial was based, and send the documentation to LICENSEE on or before the day LICENSOR denies an application. LICENSEE may cure the deficiencies identified by LICENSOR and resubmit the revised application once within thirty (30) days after notice of denial is sent to the applicant without paying an additional application fee. LICENSOR shall approve or deny the revised application within thirty (30) days after LICENSEE resubmits the application or it is deemed approved. However, LICENSEE must notify LICENSOR in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the resubmitted application. Any subsequent review shall be limited to the deficiencies cited in the denial. However, this revised application cure does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.
- e) COMPLETENESS OF APPLICATION. Within thirty (30) days after receiving an application, the LICENSOR shall determine whether the application is complete and notify the applicant. If an application is incomplete, the LICENSOR shall specifically identify the missing information. An application shall be deemed complete if the LICENSOR fails to provide notification to the applicant within thirty (30) days after all documents, information and fees specifically enumerated in the LICENSOR's permit application form are submitted by the applicant to the LICENSOR. Processing deadlines

are tolled from the time the LICENSOR sends the notice of incompleteness to the time the applicant provides the missing information.

- f) TOLLING. The time period for applications may be further tolled by the express agreement in writing by both LICENSOR and LICENSEE; or a local, State or federal disaster declaration or similar emergency that causes the delay.
  - g) CONSOLIDATED APPLICATIONS. A LICENSEE seeking to collocate small wireless facilities within the jurisdiction of LICENSOR shall be allowed, at LICENSEE's discretion, to file a consolidated application and receive a single permit for the collocation of up to twenty five (25) small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure. If an application includes multiple small wireless facilities, LICENSOR may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. LICENSOR may issue separate permits for each collocation that is approved in a consolidated application.
- 6) COLLOCATION COMPLETION DEADLINE. Collocation for which a permit is granted shall be completed within one hundred eighty (180) days after issuance of the permit, unless LICENSOR and LICENSEE agree to extend this period or a delay is caused by make-ready work for a LICENSOR utility pole or by the lack of commercial power or backhaul availability at the site, provided LICENSEE has made a timely request within sixty (60) days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed three hundred sixty (360) days after issuance of the permit. Otherwise, the permit shall be void unless LICENSOR grants an extension in writing to the LICENSEE.
- 7) DURATION OF PERMITS AND SUPPLEMENTS. The duration of a permit and the initial Supplement shall be for a period of five (5) years, and the permit and Supplement shall be renewed for equivalent durations unless LICENSOR makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable codes or local code provisions or regulations in Chapter 106. If P.A. 100-0585 is repealed as provided in Section 90 of the Act, renewals of permits shall be subject to the LICENSOR's code provisions or regulations in effect at the time of renewal.
- 8) EXTENSIONS. Each Supplement may be extended for additional five (5) year terms unless LICENSEE terminates it at the end of the then current term by giving LICENSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "Term". Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration or termination.
- 9) RENTAL. Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term of each Supplement shall be for five (5) years and shall commence on the first day of the month following the day that LICENSEE commences installation of the equipment on the Premises (the "Commencement

Date”) at which time rental payments shall commence and be due at a total annual rental as set forth in the Supplement, to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to the LICENSOR in the Supplement (unless LICENSOR otherwise designates another payee and provides notice to LICENSEE). LICENSOR and LICENSEE acknowledge and agree that the initial rental payment for each Supplement shall not actually be sent by LICENSEE until thirty (30) days after the Commencement Date. LICENSOR and LICENSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement. Rental for the use of any poles pursuant to this Agreement, shall be an annual fee of \$200.00 per each wireless facility which LICENSEE attaches to LICENSOR’s pole. Thereafter, rent will be due at each annual anniversary of the “Commencement Date” of the applicable Supplement. Upon agreement of the Parties, LICENSEE may pay rent by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

- 10) ABANDONMENT. A small wireless facility that is not operated for a continuous period of twelve (12) months shall be considered abandoned and the LICENSEE must remove the small wireless facility within ninety (90) days after receipt of written notice from LICENSOR notifying LICENSEE of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by LICENSOR to the LICENSEE at the last known address of LICENSEE. If the small wireless facility is not removed within ninety (90) days of such notice, LICENSOR may remove or cause the removal of such facility and charge said costs to the LICENSEE.

LICENSEE shall provide written notice to LICENSOR of any sale or transfer of small wireless facilities not less than thirty (30) days prior to such transfer and said notice shall include the name and contact information of the new wireless provider.

- 11) CONDITION OF PREMISES. Where the Premises includes one or more Poles, LICENSOR covenants that it will keep the Poles in good repair as required by all federal, state, county and local laws. If the LICENSOR fails to make such repairs including maintenance within sixty (60) days, of any notification to LICENSOR, the LICENSEE shall have the right to cease annual rental for the affected poles, but only if the poles are no longer capable of being used for the purpose originally contemplated in this Agreement or otherwise do not comply with existing law. If LICENSEE terminates, LICENSEE shall remove its small wireless facility. Termination of this Agreement shall be the LICENSEE’s sole remedy.

- 12) MAKE READY TERMS. LICENSOR shall not require more make-ready work than required to meet applicable codes or industry standards. Make-ready work may include work needed to accommodate additional public safety communications needs that are identified in a documented and approved plan for the deployment of public safety equipment as specified and included in an existing or preliminary LICENSOR or public service agency plan. Fees for make-ready work, including any LICENSOR utility pole attachment, shall not exceed actual costs or the amount charged to communications service providers for similar work and shall not include any consultants’ fees or expenses for LICENSOR utility poles that do not support aerial facilities used to provide communications services or electric service. Make-ready work, including any pole replacement, shall be completed within sixty (60) days of written

acceptance of the good-faith estimate by the LICENSOR at the LICENSEE's sole cost and expense. Unless otherwise agreed by the parties, any make-ready work, including pole replacements, shall be performed by the LICENSEE or its qualified contractor.

- 13) AERIAL FACILITIES. For LICENSOR utility poles that support aerial facilities used to provide communications services or electric services, LICENSEE shall comply with the process for make-ready work under 47 U.S.C. 224 and its implementing regulations. LICENSOR shall follow a substantially similar process for such make-ready work except to the extent that the timing requirements are otherwise addressed in Chapter 106. The good-faith estimate of the person owning or controlling LICENSOR's utility pole for any make-ready work necessary to enable the pole to support the requested collocation shall include LICENSOR utility pole replacement, if necessary. Make-ready work for utility poles that support aerial facilities used to provide communications services or electric services may include reasonable consultants' fees and expenses.
- 14) NO AERIAL FACILITIES. For LICENSOR utility poles that do not support aerial facilities used to provide communications services or electric services, LICENSOR shall provide a good-faith estimate for any make-ready work necessary to enable the LICENSOR utility pole to support the requested collocation, including pole replacement, if necessary, within ninety (90) days after receipt of a complete application. Make-ready work, including any LICENSOR utility pole replacement, shall be completed within sixty (60) days of written acceptance of the good-faith estimate by LICENSEE at LICENSEE's sole cost and expense. Alternatively, if LICENSOR determines that applicable codes or public safety regulations require the LICENSOR's utility pole to be replaced to support the requested collocation, LICENSOR may require LICENSEE to replace LICENSOR's utility pole at LICENSEE's sole cost and expense.
- 15) GENERAL RESTRICTIONS. In the event LICENSOR, in its reasonable discretion deems it necessary to remove, relocate or replace a Pole, LICENSOR shall notify LICENSEE at least one hundred eighty (180) days prior of the need to remove or relocate its small wireless facility. In such event, LICENSOR shall provide options for alternative locations for LICENSEE relocation of equipment which shall be in a mutually agreeable location ("Alternative Premises"). LICENSEE shall be solely responsible for all costs related to the relocation of its small wireless facility to the Alternative Premises. In the event that a suitable Alternative Premises cannot be identified, LICENSEE may terminate the applicable Supplement. In the event of an emergency, which for purposes of this Agreement shall be considered any imminent threat to health, safety and welfare of the public, LICENSOR must provide as much notice as reasonably practical under the circumstances. LICENSEE may terminate this Agreement by giving written notice to the other party specifying the date of termination, such notice to be given not less than one hundred eighty (180) days prior to the date specified therein.
- 16) ELECTRICAL. LICENSEE shall be permitted to connect its equipment to necessary electrical and telephone service, at LICENSEE's expense. LICENSEE shall attempt to coordinate with utility companies to provide separate service to LICENSEE's equipment for LICENSEE use. In the event that LICENSEE can obtain separate electrical service with a separate meter measuring usage, the LICENSEE shall pay the utility directly for its power



consumption, if billed directly by the utility. In the event that separate electrical service is not possible or practical under the circumstances, LICENSEE may use existing service, at LICENSEE's expense, upon the reasonable approval of LICENSOR. In the event that LICENSEE uses existing utility service at an individual Premises, the Parties agree to either: (i) attempt to have a sub-meter installed, at LICENSEE's expense, which shall monitor LICENSEE's utility usage (with a reading and subsequent bill for usage delivered to LICENSEE by either the applicable utility company or LICENSOR); or (ii) provide for an additional fee in the applicable Supplement which shall cover LICENSEE's utility usage. The Parties agree to reflect power usage and measurement issues in each applicable Supplement.

- 17) TEMPORARY POWER. LICENSEE shall be permitted at any time during the Term of each Supplement, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LICENSOR. LICENSEE shall be permitted to connect the temporary power source to its equipment on the Premises in areas and manner approved by LICENSOR.
- 18) USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating small wireless facilities and uses incidental thereto. LICENSEE shall have the right to replace, repair and modify equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, in conformance with the original Supplement. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the execution date of each Supplement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LICENSEE use of the Premises as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner, LICENSEE shall have the right to terminate the applicable Supplement. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in accordance with the notice provisions set forth in Paragraph 23 and shall be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All rentals paid to said termination date shall be retained by LICENSOR. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. Otherwise, the LICENSEE shall have no further obligations for the payment of rent to LICENSOR for the terminated Supplement. Notwithstanding anything to the contrary in this Paragraph, LICENSEE shall continue to be liable for all rental payments to the LICENSOR until all equipment is removed from the Property.
- 19) INSURANCE. LICENSEE shall carry, at LICENSEE's own cost and expense, the following insurance: (i) property insurance for its property's replacement cost against all risks; (ii)

workers' compensation insurance, as required by law; or (iii) commercial general liability insurance with respect to its activities on LICENSOR improvements or rights-of-way to afford protection limits consistent with the requirements of this Section. LICENSEE shall include LICENSOR as an additional insured as their interest may appear on the required commercial general liability policy and provide a certificate of insurance as and blanket additional insured endorsement as documentation of inclusion of LICENSOR in such commercial general liability policy.

LICENSEE may self-insure all or a portion of the insurance coverage and limit requirements required by LICENSOR. If LICENSEE self-insures it is not required, to the extent of the self-insurance, to comply with the requirement for the naming of additional insureds under this Section. If LICENSEE elects to self-insure it shall provide to LICENSOR evidence sufficient to demonstrate LICENSEE's or its affiliated parent's financial ability to self-insure the insurance coverage and limits required by LICENSOR.

- (A) Required coverages and limits. Licensee shall secure and maintain the following liability insurance policies insuring the utility as named insured and including naming the village, and its elected and appointed officers, officials, and employees as additional insureds as their interest may appear under this Agreement on the policies listed in division (A)(1) and (2) below:
- (1) Commercial general liability insurance, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as "X," "C," and "U" coverages) and products-completed operations coverage with limits of:
    - (a) Five million dollars per occurrence for bodily injury (including death) and for property damage; and
    - (b) Five million dollars general aggregate;
  - (2) Commercial Automobile liability for owned, non-owned and hired vehicles with a combined single limit of \$1,000,000 each accident for bodily injury and property damage;
  - (3) Worker's compensation with statutory limits; and
  - (4) Employer's liability insurance with limits of \$ 1,000,000 each accident, \$1,000,000 disease-each employee, \$1,000,000 disease policy limit.
- (B) Copies required. Licensee shall provide certificates of insurance evidencing the policies required by this section.
- (C) Upon receipt of notice from its insurer(s), Licensee shall provide the Licensor with thirty (30) days' prior written notice of cancellation of any coverage required herein.
- (D) Effect of insurance and self-insurance on Licensee's liability. The legal liability of the Licensee to the Licensor and any person for any of the matters that are the subject of the insurance policies or self-insurance required by this section shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.

20) **INDEMNIFICATION.** LICENSEE shall indemnify and hold LICENSOR harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of LICENSOR's improvements or right-of-way associated with such improvements by LICENSEE or its employees, agents, or contractors arising out of the rights and privileges granted under this Agreement and PA 100-0585. LICENSEE has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of LICENSOR or its employees or agents. LICENSEE hereby further waives any claims that LICENSEE may have against the LICENSOR with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

- 21) REMOVAL AT END OF TERM. LICENSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of a Supplement remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage not caused by LICENSEE excepted. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LICENSEE to remain on the Premises after termination of the Supplement, LICENSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures and all personal property are completed.
- 22) RIGHTS UPON SALE. Should LICENSOR, at any time during the Term of any Supplement decide to sell or transfer all or any part of the Property such sale or grant of an easement or interest therein shall be under and subject to the Supplement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder and under the terms of the Supplement.
- 23) NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR:  
Community Development Director  
Village of Tinley Park  
16250 S. Oak Park Avenue  
Tinley Park, IL 60477

Copy to:  
Patrick G Connelly  
Peterson, Johnson & Murray Chicago, LLC  
200 West Adams St., Suite 2125  
Chicago, IL 60606

LICENSEE:  
  
Chicago SMSA Limited Partnership d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, NJ 07921  
Attention Network - Real Estate

with a copy sent to:

Chicago SMSA Limited Partnership d/b/a Verizon Wireless

1515 E Woodfield Rd  
10th Floor  
Schaumburg, IL 60173  
Attn: Network Legal

Either Party may change the addressee and/or location for the giving of notice to it by providing a thirty (30) days' prior written notice to the other Party.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

- 24) CASUALTY. In the event of damage by fire or other casualty to the Pole or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Pole or Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to LICENSOR. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE's use of the Premises is impaired.
- 25) DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period, not to exceed ninety (90) days, as may be required beyond the thirty (30) days if the breaching Party commences the cure within the 30-day period and thereafter continuously and diligently pursues to cure to completion. The non-breaching Party may maintain any action or affect any remedies for default against the breaching Party subsequent to the 30-day cure period, as potentially extended to ninety (90) days based on circumstances.
- 26) REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting, other than by the specific terms of this Agreement, the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state of Illinois. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor.

- 27) APPLICABLE LAWS. During the Term, LICENSOR shall maintain the Property and the Pole in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, (collectively "Laws"). LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all Laws relating solely to LICENSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises. It shall be LICENSOR's obligation to comply with all Laws relating to the Pole in general, without regard to specific use (including, without limitation, modifications required to enable LICENSEE to obtain all necessary building permits).
- 28) RIGHTS UNDER EXISTING LAWS; CHANGE OF LAW. This Agreement is not intended to in any way limit or waive either Party's present or future rights under applicable state and federal law. If any law sets forth a term or provision that is inconsistent with or different than this Agreement, then the Parties agree to promptly amend the Agreement to effect the term or provision set forth under the law.
- 29) BOND. LICENSEE shall deposit with LICENSOR on one occasion prior to the commencement of the first Supplement a bond in a form reasonably acceptable to LICENSOR in the amount of \$10,000 per small wireless facility to guarantee the safe and efficient removal of any equipment from any Premises subject to this Agreement, which equipment remains more than ninety (90) days after rental payment has ceased and LICENSEE has failed to remove the equipment. The funds may also be used to restore the premises to original condition, if LICENSEE fails to do so.
- 30) MISCELLANEOUS. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LICENSOR or the LICENSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state of Illinois.
- 31) EXECUTION IN COUNTERPARTS. This Agreement and any Supplements may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.
- 32) AUTHORIZATION. LICENSEE certifies and warrants that it has the authority to enter into this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LICENSOR:**

**Village of Tinley Park, an Illinois Municipal Corporation**

**BY:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**LICENSEE:**

**Chicago SMSA Limited Partnership**

**BY:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT "A"****LICENSE SUPPLEMENT**

This License Supplement ("Supplement"), is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between **the Village of Tinley Park**, whose principal place of business is 16250 S. Oak Park Avenue, Tinley Park, IL 60477 ("LICENSOR"), and **Chicago SMSA Limited Partnership d/b/a Verizon Wireless**, whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ **07920**, whose principal place of business is 1025 Lenox Park Blvd. NE 3<sup>rd</sup> Floor Atlanta, Georgia 30319 ("LICENSEE").

1. **Master License Agreement.** This Supplement is a Supplement as referenced in that certain Master License Agreement between the Village of Tinley Park and Chicago SMSA Limited Partnership d/b/a Verizon Wireless,, dated \_\_\_\_\_, 20\_\_\_\_, (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
  
2. **Premises.** The Property owned by LICENSOR is located at \_\_\_\_\_ . The Premises licensed by the LICENSOR to the LICENSEE hereunder is described on Exhibit "1" attached hereto and made a part hereof.
  
3. **Term.** The Commencement Date and the Term of this Supplement shall be as set forth in Paragraph 7 of the Agreement.
  
4. **Consideration.** Rent under this Supplement shall be \$200.00 per year, payable to LICENSOR at \_\_\_\_\_. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of this Supplement. LICENSEE shall obtain electrical service and provide for a separate meter and billing from the applicable utility provider.
  
5. **Site Specific Terms.** (Include any site-specific terms)

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

**LICENSOR**

**Village of Tinley Park, an Illinois Municipal Corporation**

**BY:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**LICENSEE**

**Chicago SMSA Limited Partnership**

**BY:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



EXHIBIT 1 OF LICENSE SUPPLEMENT

**Premises**

(see attached site plans)



# Interoffice

## Memo

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**Date:** December 17, 2019

**To:** Mayor & Board of Trustees  
Dave Niemeyer, Village Manager

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

**Subject:** Verizon Wireless Master Pole Attachment Agreement for Small Cell Co-Location on Village-Owned Utility Poles

### **BACKGROUND**

S.B. 1451, known as Small Wireless Facilities Deployment Act (the Act) was approved by the Illinois General Assembly and signed by Governor Rauner into law in April 2018. This law established state-wide regulations for collocation of small cell antennas located within the public right-of-way and on private commercial and industrial properties. The Village subsequently passed a Small Cell Regulation Ordinance in July 2018 and small cell design guidelines in June 2019 to retain as much control as possible over the siting and design of small cell antennas in public right-of-ways.

The proposed Master Pole Agreement is based off the Illinois Municipal League's (IML) Model Agreement, with only minor changes to keep consistent code references and terminology. The overarching agreement with Verizon will permit the location of small cell wireless equipment on the Village's municipally-owned utility poles. Separate supplements for each pole co-location will be approved administratively by the Village Manager. Each supplement is approved for a duration of five years. This agreement sets the highest permit fees and annual rent as permitted by the Act. Additionally, bonds are required for each pole to ensure removal of equipment and restoration of the site if the small cell use is discontinued or an early termination agreement is initiated. The Master Pole/Attachment Agreement is required to avoid having to complete new agreements for each pole, which can be time-consuming and has little advantage due to the Act's set requirements. In the event the Act is repealed or changed (such as an increase to maximum rent), the Village will have the option to change the small cell ordinance and attachment agreements.

A similar agreement was approved with AT&T Wireless in May 2019. The agreements are almost identical with the exception of some changes to the insurance section to be more in-line with industry standards. All changes were reviewed and approved by the Village Attorney. It is expected that there will be identical agreements for the remaining carriers in the near future.

### **DISCUSSION**

The attached Resolution and Master Pole Attachment Agreement with Verizon Wireless were drafted and presented based on the recommendation of the Illinois Municipal League, Village Attorney, and Village Planning staff. This item was presented and discussed at the Committee of the Whole on December 17, 2019

### **RECOMMENDATION**

Adopt the attached Resolution and Master Pole Attachment Agreement with Verizon Wireless as presented.

Attachments:

1. Resolution
2. Verizon Master Pole Agreement

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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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**ORDINANCE  
NO. 2019-O-085**

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**AN ORDINANCE AUTHORIZING THE ACQUISITION OF REAL  
PROPERTY LOCATED AT 6724 NORTH STREET THROUGH  
CONDEMNATION OR OTHER MEANS**

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**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**

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**ORDINANCE NO. 2019-O-085**

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF REAL  
PROPERTY LOCATED AT 6724 NORTH STREET THROUGH  
CONDEMNATION OR OTHER MEANS**

**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 the Tax Increment Allocation Redevelopment Act, 65 ILCS § 5/11-74.4-1, et seq. (the “Act”), on May 15, 2018, after providing all notices and conducting all public hearings as required by the Act, the Village adopted Ordinance No. 2018-O-015 designating the New Bremen Redevelopment Project Area (“Redevelopment Project Area”); and

**WHEREAS**, Subsections (c) and (f) of Section 11-74.4-4 of the Illinois Municipal Code provide that a municipality may “(c) [w]ithin a redevelopment project area, acquire by purchase, donation, lease or eminent domain own, convey, lease, mortgage or dispose of land and other property, real or personal, or rights or interests therein, and grant or acquire licenses, easements and options with respect thereto, all in the manner and at such price the municipality determines is reasonably necessary to achieve the objectives of the redevelopment plan and project” and “(f) [i]ninstall, repair, construct, reconstruct or relocate streets, utilities and site improvements essential to the preparation of the redevelopment area for use in accordance with a redevelopment plan”; and

**WHEREAS**, this property is within the New Bremen Redevelopment Project Area, and its acquisition and redevelopment is in furtherance of the New Bremen Redevelopment Plan and Project; and

**WHEREAS**, the Village’s Board of Trustees further believes that the acquisition of the Property is necessary for a public purpose or purposes as contemplated by Section § 5-5-5 of the Eminent Domain Act, 735 ILCS 30/5-5-5, and the real property described in attached Exhibit A (“Property”) should be acquired to fulfill the goals and purposes of the Redevelopment Plan; and

**WHEREAS**, to date the Village has not been successful in negotiations with the owner of the Property, which according to a track search is Tinley Park Real Estate Investors, LLC; and

**WHEREAS**, the Village has offered or will offer to purchase said Property at fair market value in accordance with advice given to the Village by its consultants.

**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 recitals set forth above are hereby adopted and incorporated into this Ordinance.

**SECTION 2:** That the Property is necessary and appropriate for a public purpose or purposes as contemplated by Section § 5-5-5 of the Eminent Domain Act, 735 ILCS 30/5-5-5 and that its acquisition is in furtherance of the goals and objectives of the New Bremen Redevelopment Project Area and Plan.

**SECTION 3:** That the Village Manager, his designees, and the Village Attorneys are hereby authorized to take all necessary steps to acquire fee simple title to the Property, including but not limited to extending an offer to the Owner at fair market value and if an agreement cannot be reached to acquire the Property through the filing of a condemnation action in the Circuit Court of Cook County.

**SECTION 4:** If any section, paragraph, or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

**SECTION 5:** All ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict, and this Ordinance shall be in full force and effect upon its passage and approval as provided by law.

PASSED THIS 17<sup>th</sup> day of December, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 17<sup>th</sup> day of December, 2019.

---

VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

**Exhibit A**

Common Address: 6724 North Street, Tinley Park, Illinois

Legal Description:

Lot 5 in Block 4 in the Village of Bremen (now Tinley Park), being a subdivision in Sections 30 and 31, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois

Permanent real estate tax number:

**28-30-407-005-0000**



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-085, “AN ORDINANCE AUTHORIZING THE ACQUISITION OF REAL PROPERTY LOCATED AT 6724 NORTH STREET THROUGH CONDEMNATION OR OTHER MEANS” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 17, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17<sup>th</sup> day of December, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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**ORDINANCE  
NO. 2019-O-086**

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**AN ORDINANCE AUTHORIZING THE ACQUISITION OF REAL  
PROPERTY LOCATED AT 6712 NORTH STREET THROUGH  
CONDEMNATION OR OTHER MEANS**

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

**CYNTHIA A. BERG  
WILLIAM P. BRADY  
WILLIAM A. BRENNAN  
DIANE M. GALANTE  
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Board of Trustees**

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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-086**

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF REAL  
PROPERTY LOCATED AT 6712 NORTH STREET THROUGH  
CONDEMNATION OR OTHER MEANS**

**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 the Tax Increment Allocation Redevelopment Act, 65 ILCS § 5/11-74.4-1, et seq. (the “Act”), on May 15, 2018, after providing all notices and conducting all public hearings as required by the Act, the Village adopted Ordinance No. 2018-O-015 designating the New Bremen Redevelopment Project Area (“Redevelopment Project Area”); and

**WHEREAS**, Subsections (c) and (f) of Section 11-74.4-4 of the Illinois Municipal Code provide that a municipality may “(c) [w]ithin a redevelopment project area, acquire by purchase, donation, lease or eminent domain own, convey, lease, mortgage or dispose of land and other property, real or personal, or rights or interests therein, and grant or acquire licenses, easements and options with respect thereto, all in the manner and at such price the municipality determines is reasonably necessary to achieve the objectives of the redevelopment plan and project” and “(f) [i]ninstall, repair, construct, reconstruct or relocate streets, utilities and site improvements essential to the preparation of the redevelopment area for use in accordance with a redevelopment plan”; and

**WHEREAS**, this property is within the New Bremen Redevelopment Project Area, and its acquisition and redevelopment is in furtherance of the New Bremen Redevelopment Plan and Project; and

**WHEREAS**, the Village’s Board of Trustees further believes that the acquisition of the Property is necessary for a public purpose or purposes as contemplated by Section § 5-5-5 of the Eminent Domain Act, 735 ILCS 30/5-5-5, and the real property described in attached Exhibit A (“Property”) should be acquired to fulfill the goals and purposes of the Redevelopment Plan; and

**WHEREAS**, to date the Village has not been successful in negotiations with the owner of the Property, which according to a track search is Tinley Park Real Estate Investors, LLC; and

**WHEREAS**, the Village has offered or will offer to purchase said Property at fair market value in accordance with advice given to the Village by its consultants.

**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 recitals set forth above are hereby adopted and incorporated into this Ordinance.

**SECTION 2:** That the Property is necessary and appropriate for a public purpose or purposes as contemplated by Section § 5-5-5 of the Eminent Domain Act, 735 ILCS 30/5-5-5 and that its acquisition is in furtherance of the goals and objectives of the New Bremen Redevelopment Project Area and Plan.

**SECTION 3:** That the Village Manager, his designees, and the Village Attorneys are hereby authorized to take all necessary steps to acquire fee simple title to the Property, including but not limited to extending an offer to the Owner at fair market value and if an agreement cannot be reached to acquire the Property through the filing of a condemnation action in the Circuit Court of Cook County.

**SECTION 4:** If any section, paragraph, or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

**SECTION 5:** All ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict, and this Ordinance shall be in full force and effect upon its passage and approval as provided by law.

PASSED THIS 17<sup>th</sup> day of December, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 17<sup>th</sup> day of December, 2019.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

**Exhibit A**

Common Address: 6712 North Street, Tinley Park, Illinois (a part thereof)

Legal Description:

Lot 3 in Block 4 in the Village of Bremen (now Tinley Park), being a subdivision in Sections 30 and 31, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois

Permanent real estate tax number:

**28-30-407-007-0000 (a part thereof)**

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. \_\_\_\_\_, “AN ORDINANCE AUTHORIZING THE ACQUISITION OF REAL PROPERTY LOCATED AT 6712 NORTH STREET THROUGH CONDEMNATION OR OTHER MEANS,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 17, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17<sup>th</sup> day of December, 2019.

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



# Interoffice

# Memo

**Date:** December 13, 2019

**To:** John Urbanski, Assistant Public Works Director

**From:** Joe Fitzpatrick, Water and Sewer Superintendent

**Subject:** Purchase of Backhoe and Skid Steer

Presented for December 17, 2019 Board meeting discussion and action:

Description: Approve the purchase of a backhoe and skid steer to replace the current equipment that has met its life expectancy.

Background: Requesting the approval to purchase a backhoe and skid steer to replace the aging equipment currently being used for various tasks. Both pieces of equipment will be purchased through a standing cooperative purchasing agreement.

Budget / Finance: Funding is budgeted and available in the approved FY20 Budget.

Budget Available for Backhoe	\$107,380.00
<u>Purchase Amount for Backhoe</u>	<u>\$107,506.19</u>
Difference – OVER BUDGET	\$126.19
Budget Available for Skid Steer	\$66,230.00
<u>Purchase Amount for Skid Steer</u>	<u>\$57,165.65</u>
Difference – UNDER BUDGET	\$9,064.35

Staff Direction Request: Approve the Public Works Equipment Purchase of Backhoe and Skid Steer in the amount of \$164,671.84. This was discussed and approved at the December 10, 2019 Public Works Committee meeting.

Attachments:

- 1) Quote for Backhoe
- 2) Quote for Skid steer



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

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**RESOLUTION**  
**NO. 2019-R-126**

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**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY  
PARK AND WESTSIDE TRACTOR SALES CO., FOR THE PURCHASE OF A BACKHOE  
AND SKID STEER**

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**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-126****A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND WESTSIDE TRACTOR SALES CO., FOR THE PURCHASE OF A BACKHOE AND SKID STEER**

**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 Illinois Intergovernmental Cooperation Act (SILCS 220) encourages governments to work together for the common good including purchasing; and

**WHEREAS**, the Village deserves to purchase equipment that can be obtained through cooperative purchasing; and

**WHEREAS**, pricing for the equipment desired to be purchased is available through Sourcewell, a national cooperative purchasing organization, that includes participation by over 50,000 government, education, and non-profit organizations; and

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

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

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

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

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

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

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

**ADOPTED** this 17th day of December, 2019, by the Corporate Authorities of the Village of Tinley

Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 17th day of December, 2019, by the President of the Village of Tinley Park.

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Village President

ATTEST:

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Village Clerk

## **EXHIBIT 1**

# **WESTSIDE TRACTOR CO. AGREEMENT**

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2018-R-126, “A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND WESTSIDE TRACTOR SALES CO., FOR THE PURCHASE OF A BACKHOE AND SKID STEER,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 17, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17<sup>th</sup> day of December, 2019.

\_\_\_\_\_  
VILLAGE CLERK



**0**  
**VILLAGE OF TINLEY PARK**  
**16250 OAK PARK**  
**TINLEY PARK, IL**  
**708-444-5500**

**October 25, 2019**

**2020 John Deere 410L Backhoe Loader**  
**SOURCEWELL Cooperative Contract 032515-JDC.**

*All the prices in the detailed sections are Per machine basis.*

**Machine Configuration**

Code	Description	Qty	Unit Price
0AB0T	410L BACKHOE LOADER	1	126,797.00
1065	ENGINE FT4	1	14,820.00
170C	JDLINK 5YR TEMP LICENSE 50HR	1	IN BASE
2035	CAB	1	12,889.00
2401	DECAL ENG W/ENG PACKET	1	IN BASE
3065	AXLE MFWD W/LIMITED SLIP	1	IN BASE
4782	TIRE ML500/70R24,ML340/80R18	1	2,282.00
5285	CONTROL PILOT	1	2,594.00
5400	COUPLER LESS	1	IN BASE
5600	LESS BH BUCKET W/PINS	1	IN BASE
6020	DIPPER EXTENDABLE	1	8,141.00
6220	HYD REAR AUX 1WAY FLOW	1	3,978.00
7085	LDR CPLR 1LVR W/INT AUX W/RC	1	9,707.00
7660	LDR BKT 1.5CY LONG LIP CPLR	1	3,569.00
8485	COUNTERWEIGHT 1250LB.	1	1,711.00
8675	BATTERY DUAL	1	279.00
9060	MIRRORS INTERIOR	1	80.00
9116	ROOF W/LED LIGHTS	1	1,025.00
9210	CONSOLE LH W/CUP HOLDER	1	79.00
9505	MFWD FULL GUARD	1	417.00
9515	FLUID SAMPLING PORTS	1	201.00
9916	RADIO PREMIUM PACKAGE	1	1,320.00
9920	MIRROR EXTERIOR REAR VIEW	1	334.00
9965	SEAT AIR SUSPENSION CLOTH	1	490.00
<b>List Price</b>			<b>\$ 190,713.00</b>
<b>Discount 44%</b>			<b>\$ 83,913.72</b>
<b>Net Price</b>			<b>\$ 106,799.28</b>

**Custom Jobs**

Code	Description	Qty	Price
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	Dlr provide Pre-Delivery Inspection, Supplies and Fuel Fill	1	1,450.00
	Dealer Provided Delivery	1	600.00
	Labor for field installed kits	1	330.00
Ext Warranty	• Extended 5YR/2000HR Comprehensive Warranty Machine Only	1	3,882.22
1001940	WR 1/4 XLS Rigid Cplr	1	1,135.66
102344324	WR 24" HD1 XLS STD Tooth bkt	1	888.14
3035322	FROST TOOTH	1	1,359.78
	REAR STROBE LIGHTS	1	3,111.11
<b>Total Price</b>			<b>\$ 12,756.91</b>
<b>Quote Summary (per unit)</b>			
<b>Item Description</b>			<b>Prices</b>
Machine Net Price			\$ 106,799.28
Custom Jobs			\$ 12,756.91
<b>Price per Machine</b>			<b>\$ 119,556.19</b>
<b>Destination</b>		<b>Freight Charge</b>	
Rockdale, IL 60436		\$ 950.00	
<b>Total Net Price Quantity (1)</b>			<b>\$ 120,506.19</b>
<b>Less Trade-in</b>			
<b>New Holland LB 95 with 4592 hours</b>			<b>13,000.00</b>
<b>Net Price less Trade-Ins</b>			<b>\$ 107,506.19</b>

**Warranty Terms**

410L includes • Full Machine 12 Month -Unlimited Hour Warranty  
• Extended 5YR/2000HR Comprehensive Warranty Machine Only

**Remarks:**

*Please note that this quote is valid for 30 days. Purchase cards are accepted -- a 3% transaction fee will be calculated into the PO total for the credit card invoice payment.*

Pat Carroll - Sales Representative West Side Tractor Sales - (815) 730-9011 • Fax (815) 730-9036 -  
pccarroll@westsidetractorsales.com



**0**  
**VILLAGE OF TINLEY PARK**  
**16250 OAK PARK**  
**TINLEY PARK, IL**  
**708-444-5500**

**October 25, 2019**

**2019 John Deere 325G Track Loaders**  
**SOURCEWELL Cooperative Contract 032515-JDC.**

*All the prices in the detailed sections are Per machine basis.*

**Machine Configuration**

Code	Description	Qty	Unit Price
00D0T	325G COMPACT TRACK LDR BASE	1	58,829.00
871	PRM CAB W ISO SWITCH EH JS	1	(1,587.00)
953	ISO SWITCHABLE CTLS & JS PPK	1	1,035.00
1050	TWO SPEED SKID STEER	1	2,033.00
1301	ENGINE TURBO 4TNV98CT	1	2,678.00
1501	ENGLISH OP MAN & DECALS	1	IN BASE
170A	JDLINK 4G ULTMT W 3 YRS SERV	1	1,200.00
2645	WIDE ZIG ZAG 15.8" 400MM TRK	1	1,630.00
3004	STANDARD HYD & EH SELF & RC	1	1,250.00
4003	3" SEAT BELT W/2"SHLDR STRAP	1	265.00
5001	POWER QUIK TATCH	1	724.00
5204	CAB W/ HEAT, DEFROST & AIR	1	4,473.00
5550	DELUXE LIGHTING PACKAGE	1	900.00
6006	AIR RIDE SEAT (CLOTH W HEAT)	1	625.00
6501	REVERSING FAN DRIVE	1	830.00
8042	REAR VIEW CAMERA	1	850.00
8050	COLD START PACKAGE 110V	1	303.00
8342	RADIO AM/FM W/BLUETOOTH	1	600.00
8380	FOOTREST WITH FLOORMAT	1	144.00
8395	KEYLESS START	1	399.00
9052	HD 78 IN CONST BUCKET W EDGE	1	1,500.00
<b>List Price</b>			<b>\$ 78,681.00</b>
<b>Discount 33%</b>			<b>\$ 25,964.73</b>
<b>Net Price</b>			<b>\$ 52,716.27</b>

**Custom Jobs**

Code	Description	Qty	Price
	Dlr provide Pre-Delivery Inspection, Supplies and Fuel Fill	1	850.00
	Dealer Provided Delivery	1	600.00
	Labor for field installed kits	1	330.00



Ext Warranty	Extended Comprehensive warranty expires 9-1-22 or 3000 hrs	1	2,413.33
0302KV	JD 72" ANGLE BROOM, MODEL BAC72C	1	6,332.89
	48" PALLET FORKS FOR SKID STEER	1	1.00
	MISC FITTING FOR BROOM INSTALL	1	222.22
<b>Total Price</b>			<b>\$ 11,582.78</b>
<b>Quote Summary (per unit)</b>			
<b>Item Description</b>			<b>Prices</b>
Machine Net Price			\$ 52,716.27
Custom Jobs			\$ 11,582.78
<b>Price per Machine</b>			<b>\$ 64,299.05</b>
<b>Destination</b>		<b>Freight Charge</b>	
Rockdale, IL 60436		\$ 366.60	
<b>Total Net Price Quantity (1)</b>			<b>\$ 64,665.65</b>
<b>Less Trade-in</b>			
<b>1998 New Holland LX565 with 1100 hours</b>			<b>7,500.00</b>
<b>Net Price less Trade-Ins</b>			<b>\$ 57,165.65</b>

**Warranty Terms**

325G includes Basic STD warranty expires 10-1-21 or 2000 Hrs whichever occurs first

Extended Comprehensive warranty expires 9-1-22 or 3000 hrs whichever occurs first

**Remarks:**

*Please note that this quote is valid for 30 days. Purchase cards are accepted -- a 3% transaction fee will be calculated into the PO total for the credit card invoice payment.*

Pat Carroll - Sales Representative West Side Tractor Sales - (815) 730-9011 • Fax (815) 730-9036 -  
pcarroll@westsidetractorsales.com

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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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**RESOLUTION  
NO. 2019-R-127**

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**A RESOLUTION APPROVING A CONTRACT BETWEEN THE  
VILLAGE OF TINLEY PARK AND SEWER ASSESSMENT SERVICES  
LLC FOR SMOKE TESTING SANITARY SEWERS.**

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**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**

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

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

**RESOLUTION NO. 2019-R-127**

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE  
VILLAGE OF TINLEY PARK AND SEWER ASSESSMENT SERVICES  
LLC FOR SMOKE TESTING SANITARY SEWERS.**

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

**WHEREAS**, the Village of Tinley Park (“Village”) has negotiated and desires to enter into a Contract (“Contract”), attached hereto as Exhibit 1, with Sewer Assessment Services, LLC., pertaining to performing sanitary sewer investigations; and

**WHEREAS**, said Contract requires Sewer Assessment Services, LLC., perform sanitary sewer investigations; and

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

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

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

**SECTION 2:** The President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village and its residents that the aforesaid Contract be entered into with Sewer Assessment Services, LLC., and that the Village President is hereby authorized to execute said Agreement on behalf of the Village, with said 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:** Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

**SECTION 4:** That this Resolution 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 Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 17<sup>th</sup> day of December, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 17<sup>th</sup> day of December, 2019.

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VILLAGE PRESIDENT

ATTEST:

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DEPUTY VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-126, “A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND SEWER ASSESSMENT SERVICES LLC FOR SMOKE TESTING SANITARY SEWERS,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 17, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17<sup>th</sup> day of December, 2019.

\_\_\_\_\_  
DEPUTY VILLAGE CLERK



**The Village of Tinley Park, Illinois  
REQUEST FOR PROPOSALS  
RFP # 2018-RFP-005**

***Inflow and Infiltration (I/I) Investigations***

The Village of Tinley Park is seeking proposals from Contractors to perform Inflow and Infiltration (I&I) Investigations for portions of the Village's sanitary sewer system along various residential streets and easements for the next three (3) years. This work shall include the following:

- Manhole Inspections
- Smoke Testing
- Dye-Water Testing/Flooding, where necessary

The Village is requesting a written proposal for a Contractor to complete this work.

<b>GENERAL REQUIREMENTS:</b>	Submit <b>three (3)</b> complete copy of the proposal to be opened evaluated and read in public.
<b>SUBMISSION LOCATION:</b>	Village of Tinley Park- Clerk's Office 16250 South Oak Park Avenue Tinley Park, IL 60477
<b>SUBMISSION DATE:</b>	<b>Friday, June 15th, 2018 at 12:00 pm</b> Proposal received after the time specified will not be opened/accepted.
<b>CONTACT / QUESTIONS:</b>	Submit questions via email to Village of Tinley Park, attention, Colby C. Zemaitis, PE, CFM at <a href="mailto:czemaitis@tinleypark.org">czemaitis@tinleypark.org</a> or 708-444-5516. Questions are required no less than three (3) business days prior to the proposal opening date. <b>Absolutely no informal communication shall occur regarding this RFP, including requests for information, or speculation between offeror's or any of their individual members and any Village elected official or employee. All questions will be answered with a copy of the question and answer to each proposer.</b>
<b>CONTENTS:</b>	The following sections, including this cover sheet, shall be considered integral parts of this solicitation: <ul style="list-style-type: none"> <li>*Notice of RFP</li> <li>*General Terms and Conditions</li> <li>*Background</li> <li>*Scope of Services</li> <li>*Requirements and Expectations</li> <li>*Additional Information</li> </ul>

**I. GENERAL TERMS AND CONDITIONS**

**1. Negotiations:**

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

**2. Confidentiality.**

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

**3. Reserved Rights:**

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

**4. Incurred Costs:**

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

**5. Award:**

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

**6. Discussion of RFP:**

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

**7. Contract Period:**

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

**8. Responsibility & Default:**

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

**9. Payments:**

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

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

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

**11. Addenda:**

Addenda are written instruments issued by the Village prior to the date of receipt of responses, which modify or interpret the RFP by addition, deletions, clarifications or corrections. Each respondent shall ascertain prior to submitting a packet that all addenda issued have been received, and by submission of a packet, such act shall be taken to mean that such respondent has received and understands fully the contents of the addenda. Addenda will be placed on the Village website at [www.tinleypark.org/RFP](http://www.tinleypark.org/RFP).

**12. Taxes:**

The Village is exempt from paying certain Illinois State Taxes.

**13. Non-Discrimination:**

Responders shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois administrative Code, Title 44, Part 750 (Appendix A) and the Illinois Drug Free Workplace Act, Title 44, Chapter 10.

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

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

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

- **General Liability:**

<b>General Aggregate Limit</b>	<b>\$2,000,000</b>
<b>Each Occurrence Limit</b>	<b>\$1,000,000</b>
  
- **Professional Liability** to include, but not limited to, coverage for Errors and Omissions to respond to claims for loss therefrom.
 

<b>General Aggregate Limit</b>	<b>\$2,000,000</b>
<b>Each Occurrence Limit</b>	<b>\$1,000,000</b>
  
- **Comprehensive Automobile Liability, Bodily Injury, Property Damage:**

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

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

- Be named as additional insured **by endorsement** as their interest may appear;
- Be provided within thirty (30) days a notice, in writing, of cancellation or material change; and
- Be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration of cancellation of any such policies.

**15. Change in Status:**

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

**16. Precedence:**

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

**17. Submittal and Evaluation Factors:**

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

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

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

**II. SCOPE OF SERVICES**

Working under the direction of the Village Engineer and Public Works Superintendent, the work includes providing all signs, barricades, arrow boards, equipment and manpower necessary for Traffic Control to meet IDOT Highway Standards 701501-06 and 701601-09 and to perform the following:



**Smoke Testing Inspections:**

- a. Determine the possible defects in the sewer lines, laterals and building connections,
- b. Determine possible defects in existing manholes
- c. Find inappropriate connections
- d. By-pass pump/control of all water and wastewater

These inspections shall be performed by using high capacity blowers and sending non-toxic smoke into the sanitary sewer pipes, observe the locations where the smoke exits the system (i.e. gutters, vent stacks, etc...) and documenting these observations. The smoke testing products shall be smoke bombs/candles or smoke fluid that will generate a white to gray colored smoke, leave no residues and be non-toxic and non-explosive. The Contractor shall submit the product data and the material safety data sheets (MSDS) of the smoke the plans to use for review and shall have this information with them at all times to present to any resident who becomes confirmed or has questions about it during the project.

Should the Contractor encounter water in the sewer pipes in which he is performing his work, that water shall be by-pass pumped to complete the work and shall not be done across any open lanes of traffic.

All inspections shall be recorded and turned over to the Village on forms and entered into an electronic database as per NASSCO guidelines. Photos shall be taken where smoke exits the system and all testing shall be done under dry conditions.

The procedure shall follow the use of a central manhole where the blower is located with an upstream and downstream along with two (2) sewer lines between them. The total line segment shall not exceed 1,000 feet. The capacity of the blowers shall be determined by the amount and/or size of the smoke plumes exiting the system. Plugging the line segments shall be done by the use of sewer plugs or sandbags.

**Manhole Inspections:**

- a. Identify and Document General Manhole information
  - i. Depth
  - ii. Size
  - iii. Location
- b. Inventory of the Structural Make-up of the Manhole
- c. Identify all Pipes Types, Sizes and Inverts
- d. Overall Condition, Defects and Recommendations

The information obtained during the inspections shall be documented and turned over to the Village in spreadsheet/table type format that provides a clear summary of what was observed. All RIM and invert elevations shall refer to NAVD 88 Datum.

All defects shall be recorded and given a severity rating of minor, intermediate or severe. Visual indications can be actual leaks observed, ranging from water intermittently running down the manhole wall from the defect to gushers where water is spraying into the manhole from the defect. Any stains on the manhole walls shall be documented as well.

Manhole covers shall also be documented if they are damaged, misplaced or in need of new gaskets or replacement as they can contribute to inflow to the system.

**Dye-Water Testing/Flooding**

This portion of the proposal will only be utilized should the Contractor present a request and obtain permission from the Village Engineer or Public Works Superintendent. Dye-water flooding can be performed in conjunction with CCTV inspection on a site-specific determination aiding in determining the location and quantification of specific defects during an evaluation. It shall only be performed on storm line setups where a direct or indirect cross connection may exist with a sanitary line. Only storm sewers with an invert elevation that appears to be higher than the adjacent sanitary lines will be flooded. This flooded storm line must cross above or closely parallel to the adjacent sanitary sewer or service lateral to be

considered for this procedure. The visual observations of this procedure will be made at the downstream manhole.

The dye products shall be non-toxic and biodegradable designed for plumbing testing. All water that is used to dilute the dye shall be clean and clear in order to develop a brilliant color mixture. Storm sewers have a diameter of thirty-three (33") inches or less shall be plugged with a pneumatic plug and filled with dyed water. If ditch lines or storm sewers greater than thirty-three (33") inches in diameter are to be tested, each shall be partially dammed with sandbags to retain the dyed water. Water shall be held for twenty-five (25) minutes if a dye trace is not observed in the downstream manhole immediately.

Should the dye water flooding procedure need to be introduced to a containment structure, the method and amounts shall be as directed by the manufacturer.

Whenever dye is observed in a sanitary sewer or when it is expected and doesn't appear, Contractor shall document and take photos of the water and the setup. All result of this procedure shall be recorded in electronic format. Color photos shall be taken of the dyed water flooding in progress and where leaks are located. The information recorded shall include:

- a. Location of Manhole or Line Flooding
- b. Upstream Manhole Number
- c. Plugged Lines
- d. Location(s) that were flooded along the line
- e. Location(s) of Leaks in Sanitary Sewer Pipe
- f. Other Pertinent information regarding Test Results

Should the sanitary lines be clogged, the Contractor shall clean and televise the lines. The cleaning shall include up to two (2) passes of the jetter nozzle should more than two (2) passes or root cleaning be required; a heavy cleaning charge will be negotiated. If and when defects are identified, they shall be coded in accordance with NASSCO Guidelines and televising videos and reports shall be provided to the Village Engineer.

This procedure has a budget allowance of \$30,000.00 which is assuming that 10% of the sewer system that will be smoke tested will be in need of this testing.

### III. SUBMITTAL REQUIREMENTS

1. Color Photographs of all Leaks and Defects
2. Map showing the Project Area
3. Address of each Leak and/or Defect Location
4. Summary, Type, Size and Locations of Existing and Potential Manhole Defects
5. Copy of all complete Field Forms and Sketches
6. Exhibits showing Inspection Results and Condition Ratings for the Sewer Lines
7. Capital Improvement Costs
8. EOPCC for Sewer and Manhole Lining Project
9. A certified check/bank draft drawn on a solvent bank or bid bond, payable without condition to the Village of Tinley Park in an amount not less than ten percent (10%) of the bid shall be submitted with each proposal, as a guarantee that, if the proposal is accepted, a contract will be entered into and the performance of the contract is properly secured.
10. All items shall be included in a bound report booklet along with a CD and flash drive with all documents in AutoCAD, Word or Excel format.
11. Completed attached Certifications. (See end of RFP)

### IV. REQUIREMENTS AND EXPECTATIONS

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

- A. The Contractor shall perform all work in accordance with Federal, State, and Local laws, regulations, codes and ordinances;
- B. The Contractor must be able to receive requests via e-mail.
- C. The Contractor is expected to have all necessary equipment, personnel, and skills to complete the project in a timely manner;
- D. Hours of data collection are to be performed between the hours of 7:30 am and 5:00pm Monday through Friday;

- E. The Contractor shall remove all trash and debris in the manholes or sewers and properly dispose of it; and
- F. The grounds shall have a neat, professional looking appearance upon completion of the job, and
- G. The public shall be notified and the work coordinated with the Village Police, Fire Departments, Marketing and Public Works and
- H. If a homeowner/business takes offense to Contractor’s arrival to the property, the Contractor is to notify the Village engineer or Public Works Department immediately;
- I. Should water be needed by the Contractor to clean, dye-water flood or televise the sewers, it will be available at the Public Works Facility and/or nearby fire hydrants. A water meter and/or fire hose can be obtained from the Village with the required deposit. A form shall be completed and turned in with a check for \$600 to obtain a Village water meter. Any sewage/waste encountered in the sewer lines will be the Contractor’s responsibility to remove and dispose at a proper dump site if the site is located in the Village limits.
- J. The Village is committed to the safety of its personnel and the general public. The Contractor must comply with all the safety requirements of the Village, County, State and Federal Government. Proper PPE (Personal Protection Equipment) shall be worn at all times along with an identification card provided by the Village. A Class III reflective safety vest shall be worn at all times. The reflective vests and company vehicles shall also include a company logo.

**V. Contract Termination:**

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

**VI. ADDITIONAL INFORMATION**

The Village requests proposers to submit the following:

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

**VII. Term of Contract:**

The term of the contract shall run from July, 2018, thru November, 2021.

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

RFP Due Date: **Friday, June 15th, 2018 by noon**  
 Board Approval: July, 2018  
 Contract Execution July, 2018

**Schedule of Prices**

<i>Pay Items</i>	<i>Units</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total Price</i>
<b>Smoke Testing</b> *Various Size Sewers	Lin Ft	77,000	\$ _____	\$ _____
<b>Dyed-Water Flooding</b> Catch Basin Leads	Each		\$ _____	

Storm Line Setups (8"-12")	Each	\$ _____
Storm Line Setups (15"-33")	Each	\$ _____
Storm Line Setups (36"-48")	Each	\$ _____
Ditch Line Setups	Each	\$ _____
Sewer Cleaning & Televising	Lin Ft	\$ _____
Dyed-Water Flooding Subtotal		\$ <u>30,000.00</u>

BID TOTAL

\$ \_\_\_\_\_

Percent Increase over next 2 years \_\_\_\_\_ %

Bidder Information

Date Submitted: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State Zip Code: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Company Email: \_\_\_\_\_  
Contact Person and Cell Number: \_\_\_\_\_

Attachments

**CERTIFICATIONS**

**Eligibility to Contract**

The undersigned hereby certifies that the Consultant 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 Consultant (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

**Certificate of Compliance with Illinois Human Rights Act**

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

\_\_\_\_\_  
Name of Consultant (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 Consultant (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 Consultant (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title



Date Prepared: 15-Jun-18  
 Prepared by: CCZ  
 Last Revised:

Request for Proposals  
 RFP # 2018-RFP-005  
 June 15th, 2018 @ noon  
 Village Hall

**Bid Tab**

	UNIT	PRICE	QUANTITY	EXTENSION	Sewer Assessment Services, Inc. 908 Albion Avenue Schaumburg, IL 60193		Midwest Water Group, Inc. 4410 S. Hi Point Road McHenry, IL 60050		Pipe-View LLC 203 Farmwood Lane Lafayette, IN 46350		RJN Group, Inc. 175 McDonald Avenue, Suite B Joliet, IL 60431		
					PRICE	EXTENSION	PRICE	EXTENSION	PRICE	EXTENSION	PRICE	EXTENSION	
Smoke Testing	L.F.	\$ 0.65	77,000	\$ 50,050.00	\$0.54	\$ 41,580.00	\$0.63	\$ 48,510.00	\$0.66	\$ 50,820.00	\$0.80	\$ 61,600.00	
Catch Basin Leads	EA	\$ 400.00	TBD	---	\$200.00	----	\$500.00	----	\$298.00	----	\$650.00	----	
Storm Line Setups (8"-12")	EA	\$ 750.00	TBD	---	\$1,100.00	----	\$500.00	----	\$598.00	----	\$850.00	----	
Storm Line Setups (15"-33")	EA	\$ 1,000.00	TBD	---	\$1,300.00	----	\$800.00	----	\$598.00	----	\$1,150.00	----	
Storm Line Setups (36"-48")	EA	\$ 1,250.00	TBD	---	\$1,500.00	----	\$1,200.00	----	\$598.00	----	\$1,550.00	----	
Ditch Line Setups	EA	\$ 850.00	TBD	---	\$1,100.00	----	\$750.00	----	\$1,000.00	----	\$750.00	----	
Sewer Cleaning and Testing	L.F.	\$ 2.50	TBD	---	\$3.00	----	\$2.25	----	\$1.25	----	\$2.42	----	
Dyed-Water Flooding Subtotal	L.S.	\$ 30,000.00	1	\$ 30,000.00	\$30,000.00	\$ 30,000.00	\$30,000.00	\$ 30,000.00	\$30,000.00	\$ 30,000.00	\$30,000.00	\$ 30,000.00	
<b>TOTAL \$</b>					<b>80,050.00</b>	TOTAL= \$	71,580.00	TOTAL= \$	78,510.00	TOTAL= \$	80,820.00	TOTAL= \$	91,600.00
					AS-READ=	\$71,580.00	AS-READ=	\$78,510.00	AS-READ=	\$80,820.00	AS-READ=	\$91,600.00	

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## **SEWER ASSESSMENT SERVICES, INC.**

**908 Albion Ave. Schaumburg, IL 60193**

**Phone: (224) 520-8818 (630) 398-9161 (c)**

**Email: alberkner@gmail.com**

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June 15, 2018

Proposal to: Village of Tinley Park- Clerk's Office  
16250 South Oak Park Ave.  
Tinley Park, IL 60477

Attention: Mr. Colby Zemaitis, PE  
Senior Civil Engineer

Re: Tinley Park, IL  
RFP#2018-RFP-005

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Sewer Assessment Services, LLC (SAS) was formed in 2017 by the former manager of Sewer System Evaluations, Inc. (SSE) that was affiliated with National Power Rodding. SAS offers the same services as SSE, including flow monitoring, smoke testing, manhole inspections and dyed-water flooding. Allan Berkner, PE has over 25 years' experience with SSE and will be the manager of this project. Mr. Berkner is also an experienced trainer in PACP, MACP and LACP. SAS proposes to perform manhole inspections, smoke testing and dyed-water flooding within the sanitary sewer of Tinley Park, Illinois. National Power Rodding (NPR) will clean and televise designated sewer lines in the same area as part of the dyed-water flooding.

### **SMOKE TESTING**

Sewer Assessment Services, LLC (SAS) proposes to perform approximately 77,000 feet of smoke testing in designated sanitary sewers. A portion of the project is in the right of way of 75<sup>th</sup> St. and other highways where traffic control involving flaggers, arrow boards and signage will be required.

SAS will furnish a 2 or 3-man crew, depending on conditions, testing equipment and smoke bombs or liquid smoke. Doorknob hangers approved by the Village will advise the residents of the impending tests will be distributed as the work progresses by SAS at least two days before testing begins. SAS will also contact the Village and the local fire and police departments about the testing daily. Testing will be done only under dry soil conditions.

Sewer segments will be sealed off where possible with sandbags on either end, and filled with non-toxic, non-staining smoke. All significant smoke locations will be digitally photographed and documented. Sewer roof vents that do not smoke will also be noted by address. If sewer lengths are not available, the distance between manholes will be walked off with a measuring wheel. The position of each smoke location will be established by measuring its distance from two fixed objects. Buried manholes will be reported but not exposed. Upon completion, completed field logs and photographs will be submitted within a bound data report.

### **MANHOLE INSPECTIONS**

SAS will provide the crew and equipment to perform aboveground inspections on an estimated 300 manholes. Some of the manholes will be inspected during the smoke tests but since many manholes will be filled with smoke, those will be inspected after testing is done. A Level 1/2 Blended MACP (Manhole Assessment and Certification) inspection will be performed on all accessible manholes. A report will summarize the findings of any identified defects. An experienced technician will open each accessible manhole and record all findings on an



inspection form including the following data:

1. Manhole number and street location.
2. Date, weather conditions and inspector initials
3. Placement, rim grade, type of manhole lid, size and number of holes in the lid
4. Condition of the seal at the frame, the inside diameter of the frame and evidence of inflow
5. Type and height of any frame adjustments, construction material and shape of the manhole
6. Number of steps
7. Condition of the cone, wall, bench and trough and evidence of infiltration
8. If visible, the condition of the pipe seal between the pipe and manhole wall
9. Access or other special problems observed during the field investigation that would materially contribute to the problems being studied.
10. Picture #s of any exterior and interior photos

GPS coordinates of each manhole will be taken. A manhole camera can be used to view deeper manholes or manholes where the entire structure can't be viewed from the top. Logs and any photographs for each manhole will be included in the report. It is understood that a reasonable effort will be made to identify or uncover any given manhole. Buried manholes will be reported but uncovered by others. The sewer atlas will be revised to reflect any map changes.

#### DYED-WATER FLOODING AND TELEVISIONING

NPR will provide the equipment and manpower to perform dyed water flooding on designated storm line setups where smoke indicated that a direct or indirect cross connection with the sanitary exists. Only storm sewers with an invert elevation that appears higher than the adjacent sanitary lines will be flooded. Adjacent sanitary and storm manholes will be measured to determine relative elevations. If there is any question as to whether the storm is higher or lower than the sanitary, the test will be performed. The flooded storm line must cross above or closely parallel the adjacent sanitary sewer or service laterals to be considered for testing.

Storm sewers having a diameter of 33 inches or less will be plugged with a pneumatic plug and filled with dyed water. The water will be obtained from nearby fire hydrants using standard fire hose.

We can use a hydrant meter if the Village provides one. Inaccessible easement locations may not be tested. If ditch lines or storm lines greater than 33-inch diameter are to be tested, each will be partially dammed with sandbags to retain dyed water. Water will be held for 25 minutes if a dye trace is not observed in the downstream manhole immediately.

The presence or non-presence of dye in the sanitary sewer will be documented on field logs and photographed, if possible, along with a sketch of the setup. The intensity of the observed dye in the manhole or line will be noted along with any significant flow changes.

A storm line setup is considered the storm lines or catch basins upstream of a plug, sandbags or a section of storm line between two storm manholes.

NPR will then televise those lines when dye transfer is observed. If heavy cleaning requiring more than two passes of the jetter nozzle or root cutting is necessary, a heavy cleaning charge will be negotiated. The Village will provide access to all manholes and sewer lines. NPR will provide all traffic control. A computer log printout of each line segment will be provided as well as digital color recordings provided on a DVD. No other reports will be provided. The Village will provide a location to dump any material removed from the lines and a location to get water for line cleaning at no charge.

#### SCHEDULE

At this time, SAS is fully committed to starting the project late July. It is expected that smoke testing and manhole inspections would take a month. Manhole inspections could be done on off days when it is too wet or windy to smoke test. The dyed-water flooding would be started after all the smoke testing is done unless several potential setups are found. The dyed-water flooding would be approved by the Village before it is started. Estimated repairs and costs for point repairs or lining

will be submitted in the report after TV reports are reviewed.

#### REPORT

The report will include all field logs, photos, videos and a summary of field activities. All defects will be tabulated with estimates of repair costs. The report will be submitted two weeks after the televising portion is completed.

Respectfully Submitted,  
SEWER ASSESSMENT SERVICES, LLC



Allan J. Berkner, P.E.

- D. Information for the firm's point of contact with the Village and specification of staff that will be involved;
- E. Written Summary of firm qualifications and experience; and
- F. Three firm references;
- G. Must be licensed and bonded with the Village.

**VII. Term of Contract:**

The term of the contract shall run from July, 2018, thru November, 2018.

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

RFP Due Date: **Friday, June 15th, 2018 by noon**  
 Board Approval: July, 2018  
 Contract Execution: July, 2018

Schedule of Prices

<u>Pay Items</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
<b>Smoke Testing</b> *Various Size Sewers	Lin Ft	77,000	\$ <u>0.54</u>	\$ <u>41,580.00</u>
<b>Dyed-Water Flooding</b>				
Catch Basin Leads	Each		\$ <u>200</u>	
Storm Line Setups (8"-12")	Each		\$ <u>1,160</u>	
Storm Line Setups (15"-33")	Each		\$ <u>1,300</u>	
Storm Line Setups (36"-48")	Each		\$ <del>1,500</del> <u>1,500</u>	
Ditch Line Setups	Each		\$ <u>1,100</u>	
Sewer Cleaning & Televising	Lin Ft		\$ <u>3.00</u>	
Dyed-Water Flooding Subtotal				\$ <u>30,000.00</u>
BID TOTAL				\$ <u>71,980.00</u>
Percent Increase over next 2 years				<u>3</u> %

Bidder Information

Date Submitted: 6-15-18  
 Company Name: Sewer Assessment Services, LLC  
 Address: 908 Albion Ave.  
 City, State Zip Code: Schaumburg, IL 60193  
 Phone Number: (630) 398-9161 Fax Number: \_\_\_\_\_  
 Company Email: alberkner@gmail.com  
 Contact Person and Cell Number: Al Berkner (630) 398-9161

**CERTIFICATIONS**

**Eligibility to Contract**

The undersigned hereby certifies that the Consultant 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.

Sewer Assessment Services, LLC  
Name of Consultant (please print)

Allan Berkner  
Submitted by (signature)  
Allan Berkner, PE

Owner  
Title

**Certificate of Compliance with Illinois Human Rights Act**

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

Sewer Assessment Services, LLC  
Name of Consultant (please print)

Allan Berkner  
Submitted by (signature)  
Allan Berkner

Own  
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.

Sewer Assessment Services, LLC  
Name of Consultant (please print)

Allan Berkner  
Submitted by (signature)  
Allan Berkner

Owner  
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.

Sewer Assessment Services, LLC  
Name of Consultant (please print)

Allan Berlin  
Submitted by (signature)

Owner  
Title

Allan Berlin

Approved by Jeff Cossidente, Water Superintendent

[Handwritten Signature]

## **SEWER ASSESSMENT SERVICES, LLC. - PROJECT REFERENCES**

**Patrick Wren  
(708) 580-4001  
Aqua Illinois, Inc.  
4263 Commercial Way  
Glenview, IL 60025**

**Poplar Grove, IL (2017)  
23,000 feet smoke testing**

**David Loftus, PE  
(847) 823-0500  
Christopher B. Burke Engineering, Ltd.  
9575 W. Higgins Road, Suite 600  
Rosemont, IL 60018**

**Northlake, IL (2017) 10,000 feet  
Dual smoke test and gps**

**Matt Mann, P.E.  
Dir. of Engineering & Public Works  
(630) 736-3850 Ext. 3853  
Village of Streamwood  
565 Bartlett Rd.  
Streamwood, IL 60107**

**Streamwood, IL 10,000 feet (2017)  
Dual smoke test and gps  
Inspect 70 manholes**

**Christopher S. Bouchard, PE  
RHMG Engineers  
(847) 362 – 5959 EXT. 37  
Village of Beach Park  
40185 Glendale Avenue  
Beach Park, IL. 60099**

**Beach Park, IL  
Smoke test 15,400 feet (2017)**

**Andrew Pufundt, PE  
(847) 823-0500  
Christopher B. Burke Engineering, Ltd.  
9575 W. Higgins Road, Suite 600  
Rosemont, IL 60018**

**Glendale Heights, IL (2018)  
Smoke test 64,000 feet  
Inspect 260 manholes  
Dye test and TV**

National Power Rodding Corp will be a subcontractor on this project, providing television services on the dyed-water flooding setups.

Have on hand five 40,000 rpm manhole fans and two vehicles.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/06/2018

<b>PRODUCER</b> Shawn Johnson 850 W Bartlett Rd Suite 2C Bartlett, IL 60103	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b> Sewer Assessment Services LLC 908 Albion Ave Schaumburg, IL 60193	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Lloyds Of London</td> <td></td> </tr> <tr> <td>INSURER B: Farmers Insurance</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Lloyds Of London		INSURER B: Farmers Insurance		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Lloyds Of London													
INSURER B: Farmers Insurance													
INSURER C:													
INSURER D:													
INSURER E:													

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	D-TP 20170494	01/11/2018	01/11/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 100,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	A22288726	06/08/2018	06/08/2019	WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Village Of Tinley park listed as additional insured.

<b>CERTIFICATE HOLDER</b> Village Of Tinley Park 16250 South Oak Park Ave Tinley Park, IL 60477	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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# Interoffice Memo

**Date:** December 9, 2019

**To:** John Urbanski, Assistant Public Works Director

**From:** Joe Fitzpatrick, Water Superintendent

**Subject:** Smoke/Dye Testing and Manhole Inspections under 2018-RFP-005

Presented for December 17, 2019 Village Board discussion and action

Description: This project consisted of smoke testing sanitary sewers in the areas of the Village considered to be high risk for inflow and infiltration of ground water. Smoke testing helps to identify defects in the sanitary sewers that can allow ground water to infiltrate the sanitary system.

Background: The desired work was spelled out in an RFP to seek qualified contractor proposals to perform the testing and inspection of the sanitary sewer system in the areas labeled as high risk for inflow and infiltration. The RFP proposed that the awarded contract would be written for one (1) year, with an option to extend for two (2) years.

The initial project entailed performing approximately 77,000 linear feet of smoke testing in designated sanitary sewers. A portion of the project was in the right of way of 175<sup>th</sup> Street and other highways where traffic control involves flaggers, arrow boards and signage would be required. The smoke testing work can only be done under dry soil conditions.

Inspections were also to be completed on approximately 300 manholes. Some inspections were required to be done during smoke tests, remaining to be done after the smoke tests are completed. A Manhole Assessment and Certification inspection report was to be prepared summarizing the findings of any identified defects as well as general information.

Dyed-Water Flooding and Televising was also required to be performed on designated storm lines setups where smoke testing identified that a direct or indirect cross connection exists. Any of this work was required to be coordinated with Village staff prior to being undertaken.

This project was approved as part of the FY2019 Budget in the amount of \$77,000. The solicitation of proposals followed all the guidelines set for the RFP process. The proposals received were as follows:

<u>Contractor:</u>	<u>Location</u>	<u>Proposal</u>
Sewer Assessment Services	Schaumburg, IL	\$71,980
Midwest Water Group	McHenry, IL	\$78,510
Pipe-View	Lafayette, IN	\$80,820
RJN Group	Joliet, IL	\$91,600

Our consulting engineers, Christopher B. Burke Engineering, Ltd. (CBBEL) reviewed the proposals and recommended that Sewer Assessment Services of Schaumburg, Illinois be awarded the contract. As noted, their proposal was also within the approved budget for the work.



Work was successfully completed under the project and the Village has been billed for the services performed. CBEL has reviewed the work performed and has recommended payment.

However, following the receipt of the payout request, it was determined that the contract with the recommended contractor had not been submitted for Village Board approval before the work was undertaken. Unfortunately, in investigating this abnormality from the Village's established policies and procedures, it has been identified that the former Water Superintendant originally supervising this project had mistakenly believed that the Board approval of the FY2019 budget of this maintenance work was sufficient to award the contract.

As noted, the selected contractor met the requirements of the RFP and was recommended by our consulting engineers. While this was not a competitive bid process, the recommended contractor submitted the lowest qualified cost proposal. The contract is within the amount contained in the FY 2019 budget for the project. The work performed has been reviewed and meets the Village's and contract requirements.

Staff Direction Request: Approve a contract to perform sanitary sewer investigations to Sewer Assessment Services, LLC in the amount of \$71,980. The contract provides for the possible extension of services for two additional one-year periods at the Village's option with a three percent (3%) annual increase.

Attachments:

- 1) RFP
- 2) Engineer's Estimate
- 3) Proposal Tabulation Sheet



# Interoffice

# Memo

**Date:** December 13, 2019

**To:** John Urbanski, Assistant Public Works Director

**From:** Joe Fitzpatrick, Water Superintendent

**Subject:** Post 7 Force Main Improvements Change Order #1

Presented for December 17, 2019 Village Board discussion and action.

Description: This project consists of cured-in-place pipe (CIPP) lining of the 14" forced main beginning at Post 7 Lift Station (164<sup>th</sup> Street on Harlem Avenue) ending on 167<sup>th</sup> Street east of Jean Lane. The forced main will be cleaned and televised beginning east of Jean Lane on 167<sup>th</sup> Street and ending at Normandy Drive and 167<sup>th</sup> Street.

Background: The Village has had multiple breaks in the forced main between Post 7 Lift Station (164<sup>th</sup> and Harlem Ave) and 167<sup>th</sup> Street. After televising portions of this pipe, the condition of the sewer has been determined to be lineable. Lining of the forced main will significantly decrease the likelihood of having more breaks in the pipe.

When the Steeple Run Subdivision was built in the 1980's, a portion of the force main was relocated to avoid interfering with foundations of the homes. The relocation introduced multiple bends to the sewer, which the CIPP cannot be pulled through. These bends will need to be excavated and removed in order to line segments of pipe between the bends. The pipe will be reconstructed once the lining is complete and cured.

One portion of the original force main is located underneath a newly constructed paver patio. This portion includes a ninety degree fitting, which would need to be excavated and removed for lining purposes. The change order includes abandoning this section of pipe in place and installing new pipe to avoid removing and reinstalling the elaborate paver patio. The new route will also reduce the number of ninety degree bends. Removing these bends will reduce head pressure in the system, leading to less wear and tear on the pumps at the lift station.

<u>Contractor:</u>	<u>Location</u>	<u>Proposal</u>
Visu-Sewer	Bridgeview, IL	\$140,251.65

Budget/ Finance: Funding in the amount of \$140,251.65 is available from the approved FY2020 Budget.

Budgeted Amount	\$1,267,402.00
Contract Amount	\$1,061,770.00
Change Order Amount	\$140,251.65
Budget Surplus	\$65,380.35

Staff Direction Request: Approve the change order for Post 7 force main lining in the amount of \$140,251.65.

Attachments:

- 1) Relocation Proposal
- 2) Engineer's letter of recommendation
- 3) Maps of original location of force main
- 4) Maps of new location of force main



[www.visu-sewer.com](http://www.visu-sewer.com)

November 29, 2019

David McGuire  
Christopher Burke Engineering, Ltd.  
16221 W. 159<sup>th</sup> Street  
Suite 201  
Lockport, IL 60441

RE: Tinley Park Post 7 Force Main Lining

Dear Mr. McGuire:

Visu-Sewer, Inc. is requesting additional monies per change order to our contract with the Village of Tinley Park for additional work for Airy's Inc. This work includes additional Access Pits for completing the lining work on the Post 7 Force Main Lining due to the revised location of the force main that was not accurate during time of bid. We are requesting an additional \$140,251.65 to cover these costs.

I have enclosed a summary of the costs for your review. Please let me know if you have any additional questions.

Thanks much,

Alex L. Rossebo, P.E.  
Project Engineer  
Visu-Sewer, Inc.

**Visu-Sewer, Inc.**

W230 N4855 Betker Dr, Pewaukee, WI 53072 (P) 800-876-8478 / 262-695-2340 (F) 262-695-2359

**Equal Employment Opportunity/Affirmative Action Employer**

**Airy's Inc.**

**Additional Access Pits & Relocate 14" Force Main**

<i>Airy's Extra Work</i>	\$133,573.00
<b>SubTotal Subcontractor</b>	\$133,573.00
Visu 5% MU	\$6,678.65
<b>TOTAL</b>	<b>\$140,251.65</b>

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

16221 W. 159th Street Suite 201 Lockport, Illinois 60441 TEL (815) 770-2850

December 2, 2019

Village of Tinley Park  
16250 S. Oak Park Avenue  
Tinley Park, IL 60477

Attention: Joe Fitzpatrick, Water Dept Superintendent

Subject: Post No 7 Force Main Lining  
Change Order # 1

Dear Mr. Patrick,

We have received the attached Change Order Request from Visu-Sewer, Inc. for additional access pits and new PVC force main. The existing force main is located beneath a private brick patio and outdoor kitchen and the force main route differs from the as-built drawings available at the time of the bid opening. It was recently discovered that the force main was previously relocated when the subdivision was developed, however a section of the main route is less than ideal and requires relocation. For these reasons, the lining will require additional access pits and a new section of PVC force main in order to complete the project.

After review we recommend approval of the COR. If you concur, please sign below and return to us at your earliest convenience. Please feel free to contact me if you have any questions.

Best Regards,

Dave McGuire  
Resident Engineer

Approved by: \_\_\_\_\_

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

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**RESOLUTION**  
**NO. 2019-R-128**

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**A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 BETWEEN THE VILLAGE OF  
TINLEY PARK AND VISU-SEWER FOR POST 7 FORCE MAIN IMPROVEMENTS**

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**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-128**

**A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 BETWEEN THE VILLAGE OF TINLEY PARK AND VISU-SEWER FOR POST 7 FORCE MAIN IMPROVEMENTS**

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, previously approved and entered into a contract for Post 7 Main Improvements (the “Contract”) with Visu-Sewer; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, have considered a proposed Change Order to said Contract which is attached hereto as **EXHIBIT 1**; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, upon recommendation of staff have determined that it is in the best interests of said Village of Tinley Park that said Change Order be entered into and approved 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 the President and Board of Trustees of the Village of Tinley Park hereby find and determine that (1) the circumstances necessitating the Change Order were not reasonably foreseeable at the time the Contract was signed; (2) the changes affected by the Change Order are germane to the original Contract as signed; and (3) the changes effected by the Change Order are in the best interests of the Village and are authorized by law.

**Section 3:** That the President and Board of Trustees of the Village of Tinley Park hereby further find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid Change Order be entered into and executed by said Village of Tinley Park, with said Change Order to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

**Section 4:** That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute said Change Order for and on behalf of said Village of Tinley Park.

**Section 5:** That this Resolution shall take effect from and after its adoption and approval.

**ADOPTED** this 17<sup>th</sup> day of December, 2019, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 17<sup>th</sup> day of December, 2019, by the President of the Village of Tinley Park.

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Village President

ATTEST:

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Village Clerk



# **EXHIBIT 1**

**CHANGE ORDER NO. 1 TO THE**

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-128, "A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 BETWEEN THE VILLAGE OF TINLEY PARK AND VISU-SEWER FOR POST 7 FORCE MAIN IMPROVEMENTS," which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 17, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17<sup>th</sup> day of December, 2019.

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



### Village of Tinley Park Change Order

Change Order No. : 1

Date : 12/12/2019

Agreement Date : 7/16/2019

Name of Project: Post 7 Force Main Lining

Owner: Village of Tinley Park

Contractor: Visu-Sewer of Illinois, LLC

#### CHANGES TO THE CONTRACT DOCUMENTS (Describe and/or attach description/justification)

Additional access pits and new PVC force sewer main due to re-route. (see attached)

#### CHANGES TO THE CONTRACT PRICE

Original CONTRACT PRICE =	\$ <u>1,061,770.00</u>
Current CONTRACT PRICE adjusted by previous CHANGE ORDER =	\$ <u>1,061,770.00</u>
The CONTRACT PRICE due to this CHANGE ORDER will be (increased/decreased) =	\$ <u>140,251.65</u>
The new CONTRACT PRICE including this CHANGE ORDER will be =	\$ <u>1,202,021.65</u>

#### CHANGE TO CONTRACT TIME

CONTRACT TIME will (not be affected by this CHANGE ORDER) or will be (Increased/decreased) by calendar days: No change

The revised Total Contract Time shall be: No change

Prepared By CONTRACTOR: \_\_\_\_\_ (date) \_\_\_\_\_

Reviewed By ENGINEER: *David K. Hagg* (date) 12/12/19

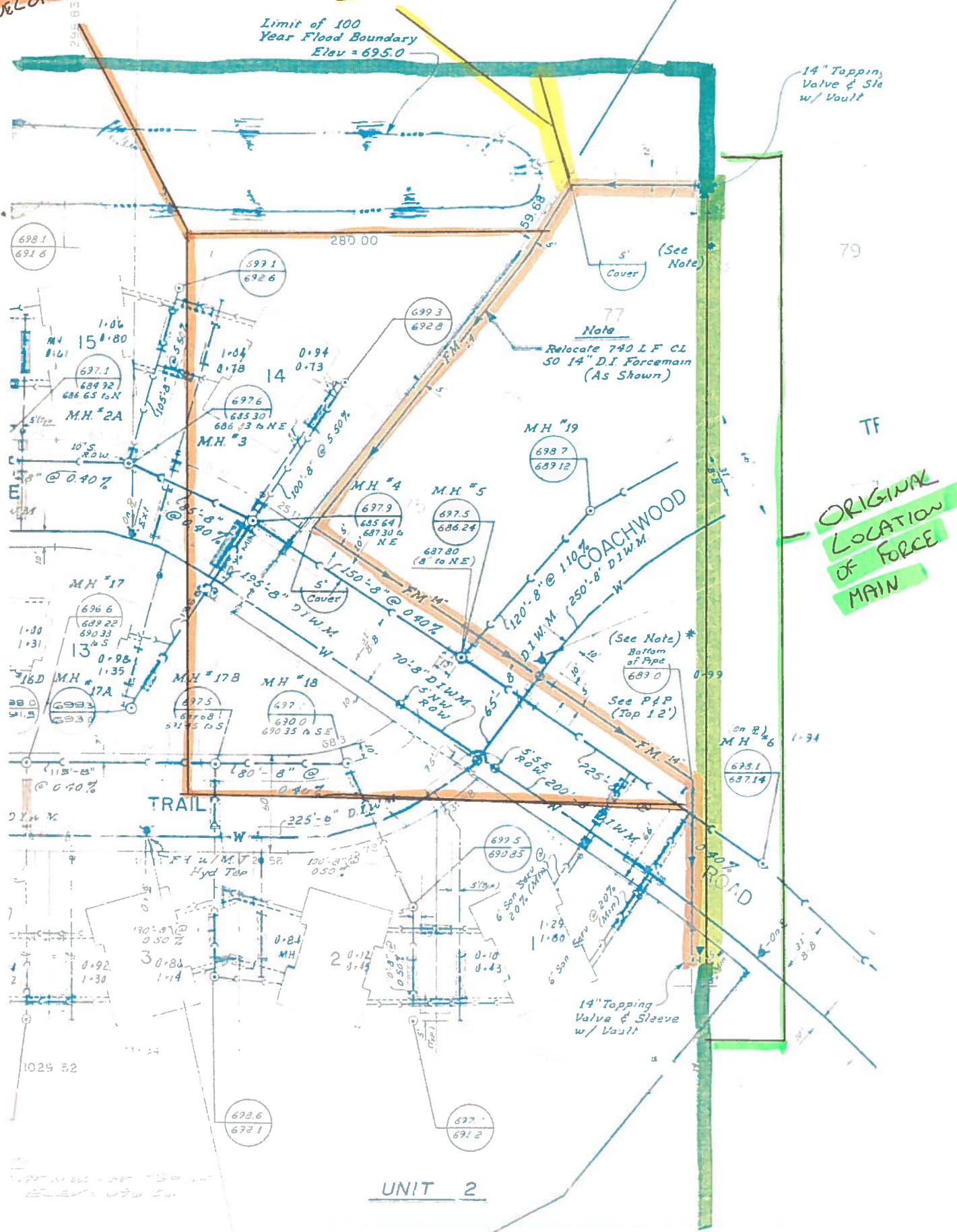
Accepted By OWNER: *[Signature]* (date) 12/12/19

RELOCATION OF  
AGENDA - 12/17/2019, ...  
FORCE MAIN DEVELOPMENT

PRIVILEGE CONNECTION

UNIT 2

UNIT 1



THREAT FLANGE BOUT  
FIRE HYDRANT

UNIT 1



## Interoffice

# Memo

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**Date:** December 13, 2019

**To:** Village Board

**From:** Pat Carr, Asst. Village Manager

**Subject:** GISC Agreement

Attached is the updated executive board agreement and statement of work with the GIS Consortium service provider, Municipal GIS Partners (MGP). The current statement of work would expire on April 30, 2020, to coincide with the Village's fiscal year. The Village has the right to terminate the agreement upon thirty (30) days written notice to the service provider. Funds for this expenditure were budgeted for a not to exceed amount of: Two hundred and eight thousand, nine hundred and ninety two dollars (\$208,992.00) and is included in the current fiscal year budget. Pursuant to Section 5.2 of the GIS contract, this SOW shall extend the initial term for an additional one (1) year period. This renewal term shall commence on May 1, 2020 and remain in effect until April 30, 2021. In addition, monthly usage reports are provided to the Village Board to confirm utilization of the GIS data by staff and the public.

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

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**RESOLUTION**  
**NO. 2019-R-130**

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**A RESOLUTION APPROVING A GEOGRAPHIC INFORMATION SYSTEM  
CONSORTIUM AGREEMENT WITH MUNICIPAL GIS PARTNERS**

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**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**

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**RESOLUTION NO. 2019-R-130****A RESOLUTION APPROVING A GEOGRAPHIC INFORMATION SYSTEM  
CONSORTIUM AGREEMENT WITH MUNICIPAL GIS PARTNERS**

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

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park (“Village”) desire to enter into a GIS Consortium Service Provider Agreement (“Agreement”) with GIS Partners; and

**WHEREAS**, said Agreement provides that GIS Partners will supply necessary professional staffing resource support services to the Village, further described in the attached Exhibit 1, in an amount not greater than \$203,420.55; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of said Village of Tinley Park and its residents to enter into said Agreement with GIS Partners; and

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

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

SECTION 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village of Tinley Park and its residents that the aforesaid “GIS Consortium Service Provider Agreement,” be entered into and that the Village President is hereby authorized to execute said Agreement on behalf of the Village, with said Agreement to be substantially in the form attached hereto and made a part of as Exhibit 1, in an amount not to exceed \$203,420.55, subject to review and revisions as to form by the Village Attorney.

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

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

PASSED THIS 17<sup>th</sup> day of December, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 17<sup>th</sup> day of December, 2019.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK



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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-130, "A RESOLUTION APPROVING A GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM AGREEMENT WITH MUNICIPAL GIS PARTNERS," which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 17, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17<sup>th</sup> day of December, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

MEMBERSHIP AGREEMENT FOR A GEOGRAPHIC  
INFORMATION SYSTEM CONSORTIUM

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the municipalities that have executed this Agreement pursuant to its terms (all municipalities are collectively referred to as “Parties”).

W I T N E S S E T H:

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and Section 3 of the Illinois Intergovernmental Cooperation Act authorize and encourage the entering into of Intergovernmental Agreements between units of local government;

WHEREAS, the Parties desire to enter into an Intergovernmental Agreement setting forth the responsibilities of the Parties with regard to the operation of a consortium to develop and share geographic information system information;

WHEREAS, the Parties desire to limit the cost of developing geographic information systems for their communities by participating in group training, joint purchasing and development and innovation sharing;

NOW, THEREFORE, in consideration of the mutual covenants of this Agreement and other good and valuable consideration, the Parties agree as follows:

I. General Purpose

The general purpose of this Agreement is to provide for an organization through which the Parties may jointly and cooperatively procure professional services for the establishment,

operation and maintenance of a geographic information system for the use and benefit of the Parties.

## II. Construction and Definitions

Section 1. The language in the text of this Agreement shall be interpreted in accordance with the following rules of construction:

- (a) The singular number includes the plural number and the plural the singular,
- (b) The word “shall” is mandatory; the word “may” is permissive; and
- (c) The masculine gender includes the feminine and neuter

Section 2. When the following words and phrases are used, they shall, for the purposes of this Agreement, have the meanings respectively ascribed to them in this Section, except when the context otherwise indicates.

- (a) “GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM” or “GISC” means the organization created pursuant to this Agreement.
- (b) “GIS,” means geographic information system.
- (c) “BOARD” means the Board of Directors of GISC, consisting of one (1) Director (and one (1) alternate Director) from each governmental unit, which is a member of GISC.
- (d) “CORPORATE AUTHORITIES” means the governing body of the member governmental unit.
- (e) “MEMBER” means a Governmental Unit, which enters into this Agreement and is, at any specific time not in default as set forth in this Agreement.
- (f) “FORMER MEMBER” means any entity, which was once a Member, but has either withdrawn from GISC or whose membership was terminated pursuant to this Agreement.
- (g) “UNIT OF LOCAL GOVERNMENT” or “GOVERNMENTAL UNIT” means and includes any political subdivision of the State of Illinois or any department or agency of the state government or any city, village or any taxing body.
- (h) “SOFTWARE” means computer programs, form designs, user manuals, data specifications and associated documentation.

- (i) "SERVICE PROVIDER" means any professional services firm(s) that GISC designates as the firm(s) to establish, operate, maintain or support geographic information systems, for the Members.
- (j) "SECONDARY SERVICE PROVIDER" means a Service Provider not limited to a supplier of software, hardware, mapping or other services.
- (k) "INTELLECTUAL PROPERTY" means any and all software, data or maps generated by or for GISC. Such intellectual property shall be considered privileged and confidential trade secrets and shall constitute valuable formulae, design and research data or which Members have given substantial consideration.

### III. Membership

Section 1. Any Governmental Unit may be eligible to become a member of GISC.

Section 2. A Governmental Unit desiring to be a member shall execute a counterpart of this Agreement and shall pay initial membership dues of a minimum of Four Thousand Dollars (\$4,000) and a maximum of Twenty Thousand Dollars (\$20,000) to be pro-rated in accordance with the formula contained in Exhibit A. Payment shall be made to the Secretary-Treasurer, or equivalent, of GISC to offset the cost of the legal and administrative expenses of the formation, operation and administration of GISC.

Section 3. Members shall enter into a GIS service contract, with the Service Provider substantially conforming with the agreement attached in Exhibit B or as modified by the GISC Board, within one (1) year of signing this Agreement. Members are expected to enter into any agreements with Secondary Service Providers deemed necessary for the functioning of GISC within a reasonable time as determined by the Board of Directors. Members shall be subject to the provisions of this Agreement, including but not limited to Article XIV.

Section 4. Any Governmental Unit desiring to enter into this Agreement may do so by the duly authorized execution of a counterpart of this Agreement by its proper officers. Thereupon, the clerk or other corresponding officer of the Governmental Unit shall file a duly executed copy of the Agreement, together with a certified copy of the authorizing resolution or other action, with the GISC President. The resolution authorizing the execution of the Agreement shall also designate the first Director and alternate for the Member.

Section 5. The Charter Members shall be the Members consisting of Glencoe, Highland Park, Lincolnshire and Park Ridge.

Section 6. Any Member joining GISC agrees, upon joining, that if it is to become a Former Member, it will be bound by all of the obligations of a Former Member as set forth in this Agreement.

Section 7. Former members will require a favorable vote of two-thirds (2/3) majority of the Board of Directors in order to rejoin the GISC.

#### IV. Board of Directors

Section 1. The governing body of GISC shall be its Board of Directors. Each Member shall be entitled to one (1) Director, who shall have one (1) vote.

Section 2. Each Member shall also be entitled to one Alternate Director who shall be entitled to attend meetings of the Board and who may vote in the absence of the Member's Director.

Section 3. The Corporate Authorities of each Member shall appoint Directors and Alternate Directors. In order for GISC to develop data processing and management information systems of maximum value to Member Governmental Units, the Members shall appoint, as their Director and Alternate, a chief administrative officer, a department head and employees with significant management responsibility and experience. Directors and Alternates shall serve without compensation from GISC.

Section 4. A vacancy shall immediately occur in the office of any Director upon his resignation, death, removal by the Corporate Authorities of the Member, or ceasing to be an employee of the Member.

#### V. Powers and Duties of the Board

Section 1. The powers and duties of the Board shall include the powers set forth in this Article.

Section 2. It shall take such action, as it deems necessary and appropriate to accomplish the general purposes of the organization in negotiating with a Service Provider to determine

annual rates and usage levels for the members and other ancillary powers to administer GISCS.

Section 3. It may establish and collect membership dues.

Section 4. It may establish and collect charges for its services to Members and to others.

Section 5. It may exercise any other power necessary and incidental to the implementation of its powers and duties.

## VI. Officers

Section 1. The officers of the Executive Board and their powers and duties are defined in the By-Laws.

## VII. Financial Matters

Section 1. The fiscal year of GISCS shall be the calendar year.

Section 2. An annual budget for the next fiscal year shall be adopted by the Board at the annual meeting by December 31st of each year. Copies shall be provided to the chief administrative officer of each Member.

Section 3. The Board shall have authority to adjust cost sharing charges for all Members in an amount sufficient to provide the funds required by the budgets of GISCS.

Section 4. Billings for all charges shall be made by the Board and shall be due when rendered. Any Member whose charges have not been paid within 90 days after billing shall be in default and shall not be entitled to further voting privileges or to have its director hold any office on the Board and shall not use any GISCS facilities or programs until such time as such Member is no longer in default. Members in default shall be subject to the provisions within this Agreement. In the event that such charges have not been paid within 90 days of such billing, such defaulting Member shall be deemed to have given, on such 90<sup>th</sup> day, notice of withdrawal from membership. In the event of a bona fide dispute between the Member and the Board as to the amount which is due and payable, the member shall nevertheless make such payment in order to preserve its status as a Member, but such payment may be made under protest and without prejudice to its right to dispute the amount of the charge and to pursue any legal remedies available to it. Withdrawal shall not relieve any such Member from its financial obligations as

set forth in this Agreement.

Section 5. Nothing contained in this Agreement shall prevent the Board from charging nonmembers for services rendered by GISC, on such basis, as the Board shall deem appropriate.

Section 6. It is anticipated that certain Members may be in a position to extend special financial assistance to GISC in the form of grants. The Board may credit any such grants against any charges, which the granting Member would otherwise have to pay. The Board may also enter into an agreement, as a condition to any such grant, that it will credit all or a portion of such grant towards charges, which have been made or in the future may be made against one or more specified Members.

Section 7. The Board, in accordance with procedures established in the By-Laws may expend board funds. The Board must authorize all expenditures by simple majority.

#### VIII. Termination of Membership

Section 1. Failure to enter into an agreement with the Service Provider within one (1) year of GISC's designation of the Service Provider shall be cause for the termination of membership. A 30-day written notice will be given to a Member that fails to enter into an agreement with the Service Provider as provided in this Section. Upon the failure to enter into an agreement at the end of the thirty-day (30) notice period, its membership shall be terminated.

Section 2. Failure to enter into an agreement within thirty 30 days of expiration of the previous agreement with Service Provider shall result in membership termination.

Section 3. A member may be terminated for cause based on an affirmative vote of two-thirds (2/3) of the Board of Directors.

Section 4. Upon termination of any Member, the Member shall be responsible for:

- (a) All of its pro-rated share of any obligations;
- (b) Its share of all charges to the effective date of termination; and
- (c) Any contractual obligations it has separately incurred with GISC or the Service Provider.

Section 5. A Member terminated from membership at a time when such termination does not result in dissolution of GISC, shall forfeit its claim to any assets of GISC. Any terminated

Member shall be subject to the provisions described elsewhere in this agreement.

## IX. Withdrawal

Section 1. Any Member may at any time give written notice of withdrawal from GISC. The nonpayment of charges as set forth in this Agreement or the refusal or declination of any member to be bound by any obligation to GISC shall constitute written notice of withdrawal.

- (a) Actual withdrawal shall not take effect for a period of six (6) months from the date of such notification.
- (b) Upon effective withdrawal the withdrawing member shall continue to be responsible for:
  - (i) All of its pro-rated share of any obligations;
  - (ii) Its share of all charges to the effective date of termination;
  - (iii) Any contractual obligations it has separately incurred with GISC or the Service Provider(s).

Section 2. A Member withdrawing from membership at a time when such withdrawal does not result in dissolution of GISC shall forfeit its claim to any assets of GISC. Any Member that withdraws shall be subject to the provisions of this Agreement. In addition, any Member withdrawing shall promptly remove, at its own expense, any and all software, maps or other data that was not developed exclusively for the Member's benefit, except under terms as provided for elsewhere in this Agreement. The withdrawing Member shall, within thirty (30) days of withdrawal, file a certification with the Board, verifying compliance with this Section.

## X. Dissolution

Section 1. GISC shall be dissolved whenever:

- (a) A sufficient number of Members withdraw from GISC to reduce the total number of Members to less than two (2) or
- (b) By two-thirds (2/3) vote of all Directors.

Section 2. In the event of dissolution, the Board shall determine the procedures necessary to affect the dissolution and shall provide for the taking of such measures as promptly as



circumstances permit subject to the provisions of this Agreement.

Section 3. Upon dissolution, after payment of all obligations the remaining assets of GISC shall be distributed among the then existing Members in proportion to their contributions to GISC during the entire period of such Member's membership, as determined by the Board. The computer software that GISC developed for its membership shall be available to the Members, subject to such reasonable rules and regulations, as the Board shall determine.

Section 4. If, upon dissolution, there is an organizational deficit, such deficit shall be charged to and paid by the Members and Former Member in accordance with obligations as described in Article IX on a pro-rata basis, the pro-rata basis is calculated from the Members' contributions to GISC during the two (2) years preceding the date of the vote to dissolve.

Section 5. In the event of dissolution the following provisions shall govern the distribution of computer software owned by GISC:

- (a) All such software shall be an asset of GISC.
- (b) A Member may use any software developed during its membership in accordance with this agreement, upon:
  - (i) Paying any unpaid sums due GISC,
  - (ii) Paying the costs of taking such software, and
  - (iii) Complying with reasonable rules and regulations of the Board relating to the taking and use of such software. Such rules and regulations may include a reasonable time within which any Member must take such software.

## XI. General Conditions

Section 1. Notice. All notices hereunder shall be in writing, and shall be deemed given when delivered in person or by United States certified mail, with return receipt requested, and if mailed, with postage prepaid. All notices shall be addressed as follows:

If to GISC:

President of GISC

With a copy to the GISC Secretary-Treasurer, or equivalent.

If to Member:

Each party shall have the right to designate other addresses for service of notices, provided notice of change of address is duly given.

Section 2. The Parties certify that they are not barred from entering into this Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that they each have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

## XII. Duration

This agreement shall continue in effect indefinitely, until terminated in accordance with its terms or until GISC is dissolved.

## XIII. Member Software Usage

Section 1. No Member or Former Member shall:

- (a) Permit any other parties to use, modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction) or create derivative works based on the software;
- (b) Copy the software, unless part of normal backup procedures;
- (c) Sell, rent, lease, license, give away or grant a security interest in or otherwise transfer rights to the software; or
- (d) Remove any proprietary notices or labels on the software without written permission from the Board.

Section 2. In the event of default, withdrawal or termination of membership of a

Member, that Member may use, under license granted by the Board, any software developed during its membership upon:

- (a) Paying to the Board any unpaid sums due GISC and
- (b) Paying any reasonable costs established by the Board for licensing such software.

#### XIV. Service Provider

Section 1. For the purposes of this article, the Service Provider is defined as the Service Provider and Secondary Service Provider.

Section 2. The term of any Service Provider shall be as set forth in the Service Provider Agreement.

Section 3. The Board may at any time by a majority vote name a new Service Provider, whose term shall begin at such time as the Board may authorize.

Section 4. A Service Provider's term shall be renewed upon such terms as the Board may approve.

Section 5. The Board may terminate the services of a Service Provider at any time, subject only to the Service Provider agreement.

Section 6. The Board may enter into agreements with more than one Service Provider if it deems it appropriate to do so.

#### XV. Intellectual Property

Section 1. Members agree that no assignments, licenses, sales, authorization of reuse by others, giveaways, transfer or any other grant of Intellectual Property rights will be made to any third party without written permission from the Board.

Section 2. It is understood that this Agreement does not grant to any Member or any employees, partners or other business associates thereof, any rights in any Intellectual Property or any inherent protectable interests, except those specifically provided by this Agreement.

#### XVI. Execution of Agreement

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as GISC and the Members or additional Members shall preserve undestroyed, shall together constitute but one and the same instrument.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

INITIAL MEMBERSHIP DUES FORMULA

Membership Fee = Basis x Allocation

Where: Basis = \$20,000

Allocation = Calculated by Consortium for member based on size, density, and other considerations

Fee Illustration

Allocation	Membership Fee
0%	NA
20%	\$4,000
30%	\$6,000
40%	\$8,000
50%	\$10,000
60%	\$12,000
70%	\$14,000
80%	\$16,000
90%	\$18,000
100%	\$20,000

**EXHIBIT B**

**GIS Consortium Service Provider Contract**

IN WITNESS WHEREOF, the undersigned have caused this Agreement for the Creation of a Geographic Information System Consortium to be executed in the Members respective name, and have caused this Agreement for the Creation of a Geographic Information System Consortium to be attested, all by their duly authorized officers and representatives, and have caused the Agreement for the Creation of a Geographic Information System Consortium to be dated this \_\_\_\_ day of, \_\_\_\_\_ 20\_\_.

\_\_\_\_\_ of \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Village/City Clerk

Seal

### **Supplemental Statement of Work**

Pursuant to and in accordance with Section 1.2 of that certain GIS Consortium Service Provider Contract dated May 1, 2015 (the "Contract") between the Village of Tinley Park, an Illinois municipal corporation (the "Municipality") and Municipal GIS Partners, Incorporated (the "Consultant"), the parties hereby agree to the following SUPPLEMENTAL STATEMENT OF WORK, effective January 1, 2020 ("SOW"):

In consideration of the mutual covenants and agreements hereinafter set forth the Municipality and the Consultant agree to amend the Contract as follows:

**1. Project Schedule/Term:**

Pursuant to Section 5.2 of the Contract, this SOW shall extend the Initial Term for an additional one (1) year period. For the avoidance of doubt, this Renewal Term shall commence on May 1, 2020 and remain in effect for one (1) year.

**2. Projected Utilization:**

As set forth in Section 4.1(c) of the Contract, the project utilization shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC. The projected utilization for the calendar year beginning January 1, 2020 and ending December 31, 2020 is set forth in this SOW as follows:

- A. 1,644 hours of Site Analyst
- B. 333 hours of Shared Analyst
- C. 164 hours of Client Account Manager
- D. 84 hours of Manager

**3. Service Rates:**

As set forth in Section 4.1(c) of the Contract, the service rates shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC. The service rates for the calendar year beginning January 1, 2020 and ending December 31, 2020 is set forth in this SOW as follows:

- A. \$ 91.15 per hour for Site Analyst
- B. \$ 91.15 per hour for Shared Analyst
- C. \$106.90 per hour for Client Account Manager
- D. \$134.00 per hour for Manager

Total Not-to-Exceed Amount for Services (Numbers): \$208,992.00.



Total Not-to-Exceed Amount for Services (Figures): two hundred eight thousand nine hundred ninety-two dollars zero cents.

In the event of any conflict or inconsistency between the terms of this SOW and the Contract or any previously approved SOW, the terms of this SOW shall govern and control with respect to the term, projected utilization rates, service rates and scope of services. All other conflicts or inconsistencies between the terms of the Contract and this SOW shall be governed and controlled by the Contract. Any capitalized terms used herein but not defined herein shall have the meanings prescribed to such capitalized term in the Contract.

**4. Modifications to the Contract:**

1. Section 6.1 of the Contract (“Voluntary Termination”) is hereby amended to read as follows:

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

2. Section 6.2 of the Contract (“Termination for Breach”) is hereby amended to read as follows:

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

3. The following provisions are hereby incorporated into the Contract:

Equal Employment Opportunity Clause. In the event of the Consultant’s non-compliance with the provisions of this section or the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq., as it may be amended from time to time, and any successor thereto (the “Act”), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

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

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

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

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

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

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

(g) That the Consultant will include verbatim or by reference the provisions of this section in every subcontract awarded under which any portion of the Contract

obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this section by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

***SIGNATURE PAGE FOLLOWS***

**Signature Page to Supplemental Statement of Work**

**IN WITNESS WHEREOF**, the undersigned have placed their hands and seals hereto as of \_\_\_\_\_, \_\_\_\_\_.

**ATTEST:**

**VILLAGE OF TINLEY PARK**

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

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

**ATTEST:**

**CONSULTANT:**

**MUNICIPAL GIS PARTNERS,  
INCORPORATED**

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

By: Thomas A. Thomey  
Name: Thomas Thomey  
Its: President

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

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**ORDINANCE**  
**NO. 2019-O-084**

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**AN ORDINANCE ESTABLISHING A MORATORIUM ON RECREATIONAL  
CANNABIS BUSINESS ESTABLISHMENTS**

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**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**

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**ORDINANCE NO. 2019-O-084****AN ORDINANCE ESTABLISHING A MORATORIUM ON RECREATIONAL CANNABIS BUSINESS ESTABLISHMENTS**

**WHEREAS**, the State of Illinois has enacted the Illinois Cannabis Regulation and Tax Act, Public Act 101-0027, which provides that municipalities may allow or prohibit cannabis business establishments within their corporate limits; and

**WHEREAS**, on November 12, 2019, the President and Board of Trustees of held a public hearing to solicit input from the entire Village on whether or not to allow cannabis businesses within the Village of Tinley Park, the matter was again considered by the Board on December 3, 2019, and a survey was published by the Village on November 13, 2019, and

**WHEREAS**, at the public hearing and through information gleaned from the survey, there were residents who supported allowing recreational cannabis businesses in the Village, and residents who did not support allowing such businesses within the Village, and

**WHEREAS**, the President and Board of Trustees believe that more evidence is required before a decision is made on approving the sale of recreational cannabis in the Village of Tinley Park and that by waiting to see what the impact is on other communities the Village and continuing to engage the residents of Tinley Park it can increase the level of confidence in making the right decision for the community; and

**WHEREAS**, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and that protect the public health, safety and welfare of its citizens; and

**WHEREAS**, this Ordinance is adopted pursuant to the provisions of the Illinois Cannabis Regulation and Tax Act, Public Act 101-0027, which provides that the Village has the authority to prohibit adult-use cannabis business establishments within its corporate limits; and

**WHEREAS**, the Village Board desires to carefully review and consider the impacts that cannabis businesses may have on the public health, safety, morals, and welfare, and to continue to seek input from residents; and

**WHEREAS**, to preserve the status quo while the Village conducts the evaluation process, it desires to enforce a moratorium on cannabis business establishments which is expected to last until November 1, 2020.

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

**SECTION 1:** The foregoing recitals shall be and hereby incorporated into and made a part of this Ordinance as if fully set forth in Section One.

**SECTION 2:** Moratorium Established.

A. From the effective date of this Ordinance until November 1, 2020, or until new ordinances governing cannabis business establishments are adopted, whichever comes first, no new applications for the operation of any cannabis business establishments or infusers shall be considered or approved by the Village. For purposes of this ordinance, “cannabis business establishments” include “cannabis business establishments” and “infusers” as defined in the Cannabis Regulation and Tax Act, 430 ILCS 705/1-10.

B. The Moratorium established in Subsection 2.A of this Ordinance shall be, and is hereby, in effect upon passage of this Ordinance and shall expire at 12:01 AM on November 1, 2020, unless prior to that time the Village Board, in their sole and absolute discretion, terminates or extends this Moratorium by ordinance duly adopted.

PASSED THIS \_\_\_\_ day of \_\_\_\_\_, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
VILLAGE RESIDENT

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 following is a true and correct copy of Ordinance No. 2019-O-084, “AN ORDINANCE ESTABLISHING A MORATORIUM ON RECREATIONAL CANNABIS BUSINESS ESTABLISHMENTS,” 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



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

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**RESOLUTION**  
**NO. 2019-R-121**

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**RESOLUTION AUTHORIZING THE**  
**EXECUTION OF PARATRANSIT GRANT AGREEMENT**

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**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-121**  
**RESOLUTION AUTHORIZING THE**  
**EXECUTION OF PARATRANSIT GRANT AGREEMENT**

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, did consider a bus transit agreement, a true and correct copy of such agreement (the "Paratransit Grant Agreement") being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

**ADOPTED** this 17<sup>th</sup> day of December, 2019, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

**APPROVED** this 17<sup>th</sup> day of December, 2019, by the President of the Village of Tinley Park.

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Village President Pro-Tem

ATTEST: \_\_\_\_\_  
Village Clerk

**EXHIBIT 1**

**Paratransit Grant Agreement**

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-121, “**A RESOLUTION AUTHORIZING THE EXECUTION OF PARATRANSIT GRANT AGREEMENT,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 17, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17<sup>th</sup> day of December 2019.

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

**Interoffice****Memo****Date:** December 12<sup>th</sup>, 2019**To:** Village Board of Trustees**From:** Dominic Sanfilippo, Executive Assistant to the Mayor**Subject:** PACE Contract Discussion

The Village of Tinley Park has contracted with PACE's Paratransit Service for a number of years to provide one (1) ADA-accessible bus for its Dial-a-Ride Service for senior & handicapped Tinley Park residents; it annually pays PACE around ~\$55,000 to do so. It also has operated a series of its own vehicles to complement the same Dial-a-Ride Service with a second vehicle. On October 12<sup>th</sup>, 2018, the Village purchased its own bus for \$68,563.00 (with \$3,149.29 of Village branding graphics, for a total cost of \$71,712.29) to complement the leased PACE bus for a total fleet of two (2) buses; one owned by the Village, and one leased from PACE. Both vehicles are lift accessible, and residents can book rides by calling Village Senior Bus part-time dispatchers, whose office is currently located in the Public Safety Building.

The dispatchers run the buses on similar schedules, Monday through Friday during the morning & afternoon; however, the Village Bus can make trips outside the Village limits to neighboring communities for medical appointments. Reservations are asked for at least 48 hours in advance.

The current contract for the PACE bus expires on December 31<sup>st</sup>, 2019. Estimates in the proposed 2020 contract that PACE sent the Village are as follows:

- Revenue: \$7,629
- Total Expenses: \$79,660
  - Operations: \$72,023
  - Maintenance: \$3,066
  - Administration: \$4,571
- Operating Deficit: **\$72,031**
- PACE Subsidy: \$17,448
- Local Share: \$54,583
- Ridership: 5,816 individual rides
- Vehicle Hours: 1,324<sup>1</sup>

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<sup>1</sup> PACE 2020 Paratransit Service Provider Proposed Agreement provided to the VoTP.

To be able to drive either bus in the Village's operation, a current CDL driver's license is required with a "P" passenger endorsement, along with an extensive background check & requisite experience. PACE also requires drivers who operate any of its buses to go through their own certification and training process. Safety & professionalism are paramount for all Village part-time drivers and dispatchers. The Village currently employs three part-time drivers and two part-time dispatchers; additional staff is urgently needed at both positions. The hiring process is currently open and Human Resources has been receiving applications and (together with the Mayor's Office) interviewing applicants as of the week of December 9<sup>th</sup>; successful additional hires are hoped for but uncertain as of this point due to a variety of factors.<sup>2</sup> Departures of current employees from either position would leave the service not fully staffed and unable to operate at its current capacity.

With staffing numbers uncertain over the next calendar year, the Mayor's Office asked PACE whether a shorter-term monthly contract is an option; however, PACE affirmed that signing their standard January 1<sup>st</sup>-December 31<sup>st</sup> yearly contract is the only option.

The Village has enjoyed & continues to enjoy a positive working relationship with PACE; however, in light of this staffing uncertainty going into the new year, the Mayor recommends forgoing the PACE contract for the 2020 calendar year while continuing to operate its already-owned Village Bus and a second interim vehicle as needed for the Village Dial-a-Ride service. Simultaneously, other long-term options can be explored in the 2020 calendar year, whether that be purchasing a full second bus depending on need, revisiting the contract with PACE at a future date, etc. It is important to note that the Village Bus will **continue** to service Tinley residents in any scenario.

If the Village were to operate only its Village bus after December 31<sup>st</sup>, 2019, it would likely be able to continue to service at least 75% of its current rides with its one bus. There are also vehicles within the current Village fleet that could possibly be used in an interim capacity after January 1<sup>st</sup>, filling a potential gap if identified and needed. The 4 townships that cover the Village—Orland Township, Bremen Township, Rich Township, and Frankfort Township—all have their own dial-a-ride transportation services, which currently serve & could continue to serve as an alternative riding option.<sup>3</sup> PACE also runs regular, full-length bus routes through the Village (standard, non Village operated routes, not Dial-a-Ride.)

If the Board potentially explores allocating space in the budget for purchasing a second Dial-a-Ride vehicle for the Village fleet, it could have more capacity to operate these & other potential Village transportation services on its own in the future, potentially through its own distinct Transportation division, akin to many other municipalities who offer similar services.

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<sup>2</sup> According to HR & office analysis, one potential factor that can be a challenge in hiring experienced & qualified drivers, in particular, is the part-time nature/wage of this position; many CDL-endorsed drivers who regularly keep their CDL licenses & passenger endorsements up-to-date drive in full-time roles.

<sup>3</sup> <http://www.villageoffrankfort.com/live/resident-resources/dial-a-ride>, <http://orlandtownship.org/seniors/>, <https://www.richtownship.org/transportation>, <http://bremementownship.org/senior-services>

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**2020**

**PARATRANSIT SERVICE PROVIDER AGREEMENT**

**BY AND BETWEEN**

**SUBURBAN BUS DIVISION**

**OF THE**

**REGIONAL TRANSPORTATION AUTHORITY (PACE)**

**AND**

**Village of Tinley Park**  
**SERVICE PROVIDER**

**PROVIDER**

**Village of Tinley Park**  
16250 S. Oak Park Avenue  
Tinley Park, IL 60477



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<b>EXHIBIT G</b>	Form Of Opinion Of Service Provider's Counsel

## 2020 PARATRANSIT SERVICE PROVIDER AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, to be effective as of January 1, 2020, by and between the SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY, operating under the name and hereinafter referred to as "Pace" and "Service Provider" as shown on the cover page to this Agreement.

### WITNESSETH:

WHEREAS, the Regional Transportation Authority was created as a single authority to be responsible for providing, aiding and assisting public transportation in the northeastern area of the State of Illinois, including financial review and facilitation of public transportation and its providers, (70 ILCS 3615/1.02); and

WHEREAS, Pace was created as the Suburban Bus Division of the Regional Transportation Authority to be responsible for providing public transportation by bus, (70 ILCS 3615/3A.01); and

WHEREAS, Pace may enter into service provider agreements with governmental and private sector entities to obtain public bus service and to provide for payment of operating, capital and other expenses upon such terms and conditions as Pace shall provide in any such agreements; and

WHEREAS, Pace desires to have Service Provider provide the Transportation Services as described in this Agreement and Service Provider desires to provide such services;

NOW, THEREFORE, in consideration of the promises and agreements herein set forth, Pace and the Service Provider HEREBY AGREE as follows:

### ARTICLE I

#### DEFINITIONS

**Agreement Term.** The term specified in Section 11.1 of this Agreement, as such term may be reduced or extended pursuant to the provisions of this Agreement.

**Approved Budget.** The budget of approved expenses attached to this Agreement as Exhibit A, as the same may be revised from time-to-time pursuant to this Agreement.

**Approved Maximum Service Reimbursement Amount.** The amount shown on the Approved Budget for the line designated "Approved Maximum Service Reimbursement Amount," as such amount may be increased or decreased during the Agreement Term pursuant to the provisions of this Agreement.

**Equipment.** Pace Equipment and Service Provider Equipment.

**Service Provider Application.** The submission of a proposed budget and related material in accordance with Section 10.9 shall be the Service Provider's reimbursement application to Pace.

**Service Reimbursement Amount.** The total amount payable pursuant to Section 10.1 of this Agreement.

**Line Item.** A specific, separately identified category of expense listed on the Approved Budget.

**Line Item Budget.** The amount of the Approved Budget allocated to a specific Line Item.

**Line Item Budget Maximum.** The amount shown on the Approved Budget for each Line Item, as such amount may be increased or decreased during the Agreement Term pursuant to the provisions of this Agreement.

**Monthly Report.** The monthly report of revenue and expenses and other reports and information as described in the Pace Paratransit Manual.

**Pace Equipment.** All assets of every kind, including Pace Vehicles provided by Pace to the Service Provider, at any time, whether before or after the execution of this Agreement.

**Pace Paratransit Manual.** The manual of Pace policies, practices and procedures prepared and regularly amended, revised and supplemented by Pace, as it may be from time to time amended, revised or supplemented by Pace during the Agreement Term. All references to the Pace Paratransit Manual shall be deemed to be references to the most current provisions of the Pace Paratransit Manual. All references to any specific section, exhibit or provision of the Pace Paratransit Manual are for convenience only and shall be deemed to be references to any and all relevant provisions of the Pace Paratransit Manual.

**Pace Vehicle.** All Vehicles of every kind provided by Pace to the Service Provider at any time, whether before or after the execution of this Agreement and whether in connection with this Agreement or in connection with any prior agreement or relation between Pace and Service Provider or in connection with the provision of services pursuant to this Agreement or any prior agreement or relation, including, without limitation, all Vehicles listed in Exhibit B hereto, and all other Vehicles provided by Pace to Service Provider, whether or not listed on Exhibit B hereto.

**Operating Expenditure.** This term shall mean all expenses properly classified as operating expenses incurred by the Service Provider but in no event shall include:

- (a) any amount required to be paid by Service Provider to Pace pursuant to this Agreement or pursuant to any other agreement between Pace and Service Provider;
- (b) any expense not incidental to, or necessary for, the provision of the Transportation Services;
- (c) any excessive or unreasonable expense;
- (d) any expense for local government taxes, fees, licenses or other charges unless specifically included in the Approved Budget or its supporting documents or unless approved in writing by Pace;

- (e) any expense not made in conformance with the Approved Budget or at the direction or with the approval of Pace or pursuant to a requirement of federal or state law determined by Pace to be applicable;
- (f) any expense for insurance policies which are duplicative of coverage provided under Pace's Risk Management Program (as provided in Article XIII of this Agreement);
- (g) any expense resulting from the amortization or payment of any debt incurred prior to the Agreement Term or incurred without the approval of Pace;
- (h) any interest expense unless approved in writing by Pace;
- (i) any sinking fund expense;
- (j) any expense resulting from the amortization of any intangible cost to the extent it does not meet the evaluative criteria for allowable amortization established by Pace from time to time;
- (k) any depreciation expense;
- (l) any non-cash expense incurred or accrued without Pace's prior written approval; and
- (m) any expenses related to service identified in Exhibit D as not being reimbursed by Pace.

Risk Financing Program. The risk management program established by Pace to consolidate into a single comprehensive system the administration of all bodily injury and property damage claims asserted against Pace and Service Providers arising from Transportation Services provided with Pace vehicles, as the same may be from time to time amended or revised, as further described in Section 8.2 of this Agreement.

Transportation Revenue. All amounts properly classified as revenue or income generated by, derived from, attributable to or related to the Transportation Services during the Agreement Term, regardless of the date of collection. This term shall not include any funds agreed to by Pace to be designated as local share in an Approved Budget.

Transportation Services. The services specified in Subsection 2.1A of this Agreement and Exhibit D as the same may be modified from time to time pursuant to the provisions of Subsection 2.1B of this Agreement.

Vehicle. Any means of transportation or conveyance such as, but not limited to, a bus, a truck, a van, or an automobile.

## ARTICLE II

### SCOPE AND DESCRIPTION OF SERVICES

#### Section 2.1. Transportation Services.

A. **Transportation Services.** Throughout the Agreement Term, Service Provider, acting as an independent contractor for the benefit of Pace and not as an agent for Pace, agrees to provide the service as described in Exhibit D. As an integral part of providing such service, Service Provider shall at all times:

- (1) comply with all Pace service standards as set forth in the Pace Paratransit Manual;
- (2) comply with all of the other provisions of this Agreement;
- (3) take reasonable steps to assure the safety and reasonable comfort and convenience of the public utilizing such service;
- (4) comply with all policies, practices, procedures, terms and conditions as may be directed by Pace with regard to collection, security for and disposition of fares and other Transportation Revenue;
- (5) comply with all policies, practices, procedures, terms and conditions as may be directed by Pace with regard to matters such as passes, tickets, coupons, tokens, transfers, transfer systems, interconnections between different modes of transportation and interconnections between different transportation services;
- (6) comply with all of the policies, practices, procedures, terms and conditions required by use of federal, State of Illinois and RTA funds, including, without limitation, conditions pertaining to rates charged to students, elderly and handicapped persons, the prohibition of charter bus operations, the prohibition of school bus operations, employment, and reporting;
- (7) comply with all policies, practices, procedures, terms and conditions as may be directed by Pace with regard to the availability and distribution of schedules and other printed material related to such service and related transportation services;
- (8) conduct such services, and its business and operations as they relate to such services, in a safe, sound, economical and efficient manner;
- (9) comply with all Pace efforts to improve service efficiency; and
- (10) comply with all applicable provisions of federal, state and local law.

B. **Changes in Transportation Services.**

- (1) **Service Provider Initiated Changes.** Service Provider shall not, without the prior written approval of Pace, initiate or permit any change to the Transportation Services specified in Subsection 2.1A above or Exhibit D. Service Provider may propose changes in the Transportation Services by presenting a proposal therefore in writing to Pace at least 45 days in advance of the date on which the change is proposed to take effect. Such change shall not be implemented unless expressly approved in writing by Pace. Notwithstanding the foregoing, Service Provider may implement minor operational



changes that will neither (a) affect any fare or system for passes, transfers, interconnections or similar programs nor (b) substantially change the service area or service hours provided Service Provider first gives Pace at least 30 days notice of its intent to make such minor change and if Pace has not disapproved such proposed minor change in writing within 15 days following receipt of such notice. Service Provider may, in addition, make minor operational changes of an emergency nature without Pace approval; provided, however, that no such change shall be made that would increase reimbursement by Pace and provided, further, that Service Provider shall give Pace notice of each such minor change as soon as possible, and in no event later than 12 hours after it is made.

- (2) **Pace Initiated Changes.** Pace may modify the Transportation Services upon written notice to the Service Provider, to reflect decisions made by Pace with regard to the service design and operation of the service. Pace further reserves the right to modify the Transportation Services described in Exhibit D and to adjust the Approved Budget.
- (3) **Pace Discretion.** Nothing in this Subsection 2.1B shall be construed to require Pace to approve any change to the Transportation Services specified in Subsection 2.1A, and Pace may withhold its approval of any such change in its sole discretion.

**Section 2.2. Force Majeure.** Service Provider shall not be in default in its obligation to provide Transportation Services as herein required to the extent that it is unable to provide such services as a result of abnormally severe weather or road conditions, strikes or other labor stoppages, unavailability of sufficient vehicles through no fault of the Service Provider and other events and conditions that are beyond the reasonable ability of Service Provider to control or remedy and that render provision of such service impossible or not reasonably feasible. In any such case, Service Provider shall provide such modified or reduced services as are practicable under the circumstances and shall use all reasonable efforts to restore full services in accordance with this Agreement at the earliest possible time. Immediately upon the occurrence of, or the imminent threat of the occurrence of, any such event or condition, and prior to implementing any reduced or modified service, Service Provider shall notify Pace by telephone, with written confirmation as soon as possible thereafter, of:

- (1) The nature of the event or condition;
- (2) The actual or expected time of the occurrence of the event or condition and its expected duration;
- (3) The impact of the event or condition on Transportation Services;
- (4) The modified or reduced service that Service Provider proposes to provide during the continuation of the event or condition; and

- (5) The steps Service Provider proposes to take to restore full service.

### ARTICLE III EQUIPMENT

#### Section 3.1. Provision of Equipment By Pace.

- A. Pace Rights With Respect to Pace Vehicles and Other Pace Equipment. This Agreement applies to all Pace Equipment provided by Pace to Service Provider at any time. If Paragraph A of Exhibit B contains the word "NONE," and no Pace Equipment is provided to the Service Provider during the Agreement term, Section 3.1, Section 3.2, and Section 3.3 shall be of no force or effect; otherwise, it shall apply to any Vehicles listed in Exhibit B. Pace reserves the absolute right, in its sole discretion, (1) to determine the number and type of Pace Vehicles provided to Service Provider, (2) to substitute or replace any Pace Vehicles provided to Service Provider and (3) to direct the return to Pace or its designee of any or all Pace Vehicles at any time; provided, however, that in the absence of fault by Service Provider or other good cause, Pace shall not take action under this Paragraph 3.1A that would have the effect of preventing or materially and adversely affecting the ability of Service Provider to provide the Transportation Services as that service may be modified in accordance with Subsection 2.1(B)(2).
- B. Pace Equipment Provided; Inventory and Documentation. Service Provider agrees to comply with all Pace procedures for handling Pace Equipment in accordance with the Pace Paratransit Manual. Service Provider agrees to cooperate fully with Pace in developing and maintaining an accurate inventory of all Pace Equipment from time to time in the possession of Service Provider. Service Provider shall complete and process all documentation necessary to evidence and record the receipt, possession, return or transfer of any Pace Equipment coming into, being in or leaving its possession, all as required by the Pace Paratransit Manual. Copies of all such documentation with respect to Pace Vehicles shall be attached to and become part of Exhibit B.
- C. No Consideration. Service Provider shall not be required to pay any separate consideration for the use of the Pace Equipment during the Agreement Term.
- D. Service Provider Acceptance of Pace Equipment. Service Provider shall accept delivery of Pace Equipment at such times and places within the six county region as Pace shall designate upon notice to Service Provider that such Equipment is available for delivery. In case of any unreasonable delay, neglect, refusal, or failure to accept any Pace Equipment

at the time and place designated, all costs and expenses incurred by Pace arising from such delay, neglect, refusal or failure shall be reimbursed by Service Provider immediately upon written demand by Pace. Such costs and expenses shall not be an Operating Expenditure for purposes of this Agreement.

E. Pace Equipment Returns and Substitutions. Any Pace Equipment that Pace designates to be returned or transferred shall, upon reasonable notice, be delivered by Service Provider at the time and to the place designated by Pace within the six county region. Service Provider also shall accept delivery of any substitute Pace Equipment at the time and place designated by Pace within the six county region. All terms and conditions of this Agreement shall apply to such substitute Pace Equipment.

F. Surplus Pace Equipment. Any Pace Vehicle not scheduled for use in providing or supporting the Transportation Services and not required as a spare, as determined by Pace, for a period of ten days or more shall be considered surplus Pace Equipment. Any other Pace Equipment not required, as determined by Pace, for providing Transportation Services or other services pursuant to this Agreement shall be considered surplus Pace Equipment. Pace may require Service Provider either to return such surplus Pace Equipment to Pace, to transfer it to Pace's designee or to store it at such locations as Pace may direct.

G. Pace Right to Repossess Pace Equipment. Upon the failure of Service Provider to return or deliver any Pace Equipment as directed by Pace, or if Service Provider fails to use, repair or maintain any Pace Equipment as required by this Agreement, Service Provider shall permit Pace, without demand, legal process, or a breach of the peace, to enter any premises where the Pace Equipment is or may be located and to take possession of and remove the Pace Equipment. Service Provider shall not prosecute or assist in the prosecution of any claim, suit, action, or other proceeding arising out of any such repossession by Pace. Service Provider shall reimburse Pace for any and all costs incurred by Pace in connection with actions taken by Pace pursuant to this Subsection. Such costs shall not be Operating Expenditures under this Agreement.

H. Pace Equipment Inspection. Pace shall have the right to inspect any and all Pace Equipment or cause any or all Pace Equipment to be inspected at any time, with or without prior notice to Service Provider. Pace shall also have the right to demand from time to time a written statement from Service Provider setting forth the condition of the Pace Equipment or any part of it. Service Provider shall furnish such a statement to Pace within ten days after receipt of Pace's demand therefore. Should Pace or its designee determine, in its sole discretion, that any Pace Equipment has not been maintained in accordance with this Agreement or the Pace Paratransit Manual, Pace or its designee shall report all deficiencies

to Service Provider in writing. Except for safety related deficiencies, which shall be corrected as soon as reasonably possible and prior to placing the vehicle in service, Service Provider shall have 30 days to correct the reported deficiencies.

I. Return of Pace Equipment and Related Records Upon Termination. Immediately following termination of this Agreement, whether by completion of the Agreement Term or any reason, Service Provider shall surrender and deliver to Pace all Pace Equipment and related records as required by Section 11.4 of this Agreement.

J. Title to Pace Equipment; Licensing and Registration. Service Provider acknowledges and agrees that Pace owns all the Pace Equipment. All Pace Vehicles shall be licensed and registered by Pace in the name of Pace and at the expense of Pace. Nothing contained herein shall affect Pace's absolute ownership of and title to the Pace Equipment, such ownership and title being hereby expressly reserved to and retained by Pace. Service Provider shall not obtain, acquire or otherwise be construed to own any property or other interest in the Pace Equipment except the right to use it for the purposes and on the conditions stated in this Agreement during the Agreement Term. Service Provider further agrees that it will not, in any manner, allow or permit the Pace Equipment, or any part of it, to be pledged, seized, or held for any tax, debt, lien or other obligation. Should the Pace Equipment, or any part of it, become subject to or encumbered by any tax, debt, lien or other obligation during the Agreement Term, or before the actual delivery of the Pace Equipment to Pace after the Agreement Term, Service Provider shall, subject to its right to in good faith protest any such tax, debt, lien or other obligation, promptly pay or discharge such tax, debt, lien or other obligation and relieve such Pace Equipment from the encumbrance thereof.

K. Warranty. NEITHER PACE NOR SERVICE PROVIDER IS THE MANUFACTURER OF THE PACE EQUIPMENT NOR THE MANUFACTURERS= AGENT, AND NEITHER MAKES ANY EXPRESS OR IMPLIED WARRANTY OF ANY NATURE REGARDING THE PACE EQUIPMENT, INCLUDING BUT NOT LIMITED TO: ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; ITS DESIGN OR CONDITION; ITS WORKMANSHIP; ITS FREEDOM FROM LATENT DEFECTS; ITS COMPLIANCE WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT; OR ITS NONINFRINGEMENT OF ANY PATENT, TRADEMARK OR LICENSE. Provided that Pace or the manufacturer has supplied required warranty documents to Service Provider, Service Provider shall take all actions it is authorized to take under this Agreement to preserve any and all manufacturers' warranties regarding the Pace Equipment. This Agreement shall not operate to release or waive any rights of Pace or Service Provider against any person not a party hereto, including the manufacturer of the Pace Equipment.

**Section 3.2. Maintenance of Pace Equipment by Service Provider.**

A. **Maintenance Requirements.** Service Provider shall at all times maintain all Pace Equipment in good mechanical condition in conformity with all applicable safety practices, laws and regulations. In addition, Service Provider shall at all times maintain all Pace Equipment in accordance with the terms and provisions of this Agreement, all maintenance policies, practices, procedures, conditions and requirements contained in the Pace Paratransit Manual and all manufacturers' maintenance schedules and warranty requirements. Service Provider shall perform all preventive maintenance required pursuant to the Pace Paratransit Manual. Service Provider shall keep both the exterior and interior of all Pace Vehicles neat, clean and in first class condition at all times. Service Provider shall be responsible to assure that all Pace Vehicles are maintained at all times so as to meet the requirements of the Illinois Department of Transportation and to assure that all Pace Vehicles have valid Illinois Department of Transportation stickers affixed to them at all times.

B. **Maintenance Records.** Service Provider shall prepare and maintain accurate records relating to all maintenance work performed by or for Service Provider on all Pace Equipment and in that regard shall comply with the provisions of Article VII of this Agreement and with all applicable Pace policies, practices, procedures, conditions and requirements as set forth in the Pace Paratransit Manual. Service Provider shall maintain a separate maintenance file for each Pace Vehicle containing all maintenance records pertaining thereto. Service Provider shall also complete, maintain and transmit to Pace all maintenance forms required in the Pace Paratransit Manual, and any other records requested by Pace including, without limitation, Vehicle maintenance records, fuel consumption records and all records required under Pace's preventive maintenance program.

**Section 3.3. Operation of Pace Equipment By Service Provider.**

A. **General Operating Standard.** Service Provider shall use and operate all Pace Equipment in accordance with the terms and provisions of this Agreement, the operating procedures set forth in the Pace Paratransit Manual and all applicable federal, state and local laws and regulations and solely for the purpose of providing the Transportation Services or as otherwise approved in writing by Pace.

B. **Pace Vehicle Identification.** Service Provider shall not change or obstruct in any way, and shall maintain, all identification markings and decals on all Pace Vehicles as supplied and affixed by Pace. Unless otherwise approved in writing by Pace, Service Provider shall

not affix to or display on any Pace Vehicle any identification marking or decal other than those supplied and affixed by Pace.

C. Storage of Pace Equipment. Service Provider shall store all Pace Equipment at suitable locations where such Equipment is protected from vandalism and theft. Indoor storage shall have adequate fire protection, which complies with all applicable federal, state and local laws and regulations and shall have the approval of the Fire Underwriters' Laboratory.

D. Fareboxes. Except as expressly approved in writing by Pace, Service Provider shall utilize only fareboxes and related equipment provided by Pace. Service Provider shall install and maintain such fareboxes in good condition.

#### Section 3.4. Service Provider Vehicles.

A. Applicability of Section. Vehicles, if any, to be supplied by Service Provider for use in connection with providing the Transportation Services must comply with the requirements of this section.

B. Duty to Maintain Service Provider Vehicles. Service Provider shall at all times maintain all Non-Pace Service Provider Equipment in good mechanical condition in conformity with all applicable safety practices, laws and regulations and in accordance with standards set forth in the Pace Paratransit Manual. Service Provider shall keep both the exterior and interior of all Service Provider Vehicles neat, clean and in first class condition at all times. Service Provider shall be responsible to assure that all Service Provider Vehicles are maintained at all times so as to meet the requirements of the Illinois Department of Transportation and the Pace Paratransit Manual and to assure that all applicable Service Provider Vehicles have valid Illinois Department of Transportation stickers affixed to them at all times.

## ARTICLE IV

### EMPLOYEES

Section 4.1. Compliance with Federal, State and Local Laws. Service Provider agrees that with respect to persons employed by it to provide the Transportation Services and Other Services, it will comply with all applicable federal, state, and local labor laws including, but not limited to, any and all laws relating to the minimum wages to be paid to its employees, limitations upon the employment of minors, minimum fair wage standards for minors, the payment of wages due employees, and all applicable regulations established to protect the health and safety of employees, passengers, and the public-at-large. Service Provider also agrees to provide the employee protection, if required, under Section 13(c) of the Urban Mass Transportation Act of 1964, as amended, 49 U.S.C. ' 1609(c), and Section 2.16 of

the Regional Transportation Authority Act, (70 ILCS 3615/2.16), for persons employed by it to provide the Transportation Services.

**Section 4.2 Employees.** Service Provider shall employ only such persons as are competent and qualified to provide the Transportation Services in accordance with the requirements of this Agreement and Pace policies, practices, procedures and standards. All employees shall meet all applicable qualifications established by federal, state and local laws and regulations. Drivers shall display proper courtesy toward passengers and maintain a neat and clean appearance. Service Provider shall comply with all federal and Pace requirements relating to drug and alcohol testing. Service Provider shall participate in driver training programs, if any, established by Pace during the Agreement Term and shall comply with driver and safety standards set forth in the Pace Paratransit Manual. Failure by Service Provider or any Third Party Provider of Service Provider to comply with said requirements shall constitute grounds for nonpayment of the Service Reimbursement Amount for the duration of such noncompliance.

**Section 4.3. Employment Contracts and Labor Agreements.** Service Provider shall notify Pace of any labor negotiations being conducted with its employees and shall keep Pace fully informed of the status and progress of such negotiations.

## ARTICLE V

### NON-DISCRIMINATION, EQUAL EMPLOYMENT AND BUSINESS OPPORTUNITY

**Section 5.1. Compliance With Federal, State and Local Laws.** Service Provider shall comply with all applicable federal, state and local anti-discrimination and equal employment and business opportunity laws and regulations, including, but not limited to, the Age Discrimination in Employment Act, as amended, 29 U.S.C. ' ' 621 et seq., Title VII of the Civil Rights Acts of 1964, as amended, 42 U.S.C. ' ' 2000e et seq., the Civil Rights Acts of 1866 and 1871, 42 U.S.C. ' ' 1981 and 1983; and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.

**Section 5.2. Equal Employment Opportunity.** Service Provider shall comply with all of the affirmative action, equal employment opportunity and disadvantaged business enterprise requirements in Exhibit E.

**Section 5.3. Failure to Comply.** In the event Service Provider's noncompliance with any provision set forth in Exhibit E or with any federal, state, or local anti-discrimination or equal employment or business opportunity law, including but not limited to those identified in Section 5.1 hereof, results in Service Provider being declared non-responsible and, therefore, ineligible for future contracts or subcontracts with the State of Illinois or any of its political

subdivisions or municipal corporations, this Agreement may be canceled or voided by Pace in whole or in part, and such other sanctions, penalties or remedies as may be provided by law or regulation may be imposed or invoked.

## ARTICLE VI

### REPORTS AND RECORDS

**Section 6.1. Reports, Forms and Statements Required.** Service Provider shall furnish Pace with all reports required by the Pace Paratransit Manual in accordance with the due dates specified therein. In addition, Service Provider shall furnish Pace, on a timely basis, with the following documents:

- (1) A monthly listing of any reports and documents in any way related to the Transportation Services filed by Service Provider with any government or government agency. Upon request, Service Provider shall provide Pace with a copy of any such reports and documents.
- (2) All written forms and documentation required for the administration of Pace's programs concerning students, the elderly and the handicapped. Said forms and documentation shall be furnished by Service Provider to the United States and Illinois Departments of Transportation upon Pace's request.
- (3) All correspondence, papers, notices, accident reports or documents of any nature received by Service Provider in connection with any claim or demand involving or related to Transportation Services or the Equipment.
- (4) All records required pursuant to Section 11.4 of this Agreement.
- (5) Such other reports, forms and statements as may be required by this Agreement or by federal, state or local laws or regulations or by order of any duly constituted authority.

**Section 6.2. Records.** Service Provider shall create and maintain accurate and complete records of all Transportation Services performed, all time spent, all materials, equipment and supplies purchased, and costs incurred in the performance of the Transportation Services pursuant to this Agreement, including all records required by this Agreement, the Pace Paratransit Manual or any applicable law or regulation. Unless Pace shall consent in writing to the destruction of any such records, and except for records required to be delivered to Pace at the end of the Agreement Term, Service Provider shall make said records available for review, inspection and audit in accordance with Section 6.3 below during the entire Agreement Term and for three years thereafter, or such longer period as may be required by law or any applicable grant; provided, however, that prior to the disposal or destruction of any such record by Service Provider following said period, Service Provider shall give notice to



Pace of any record or records to be disposed of or destroyed and the intended date, which shall be at least 90 days after the effective date of such notice, of disposal or destruction. Pace shall have 90 days after receipt of any such notice to give notice to Service Provider not to dispose of or destroy said record or records and to require Service Provider to deliver such record or records to Pace or its designee, at Pace's expense, on a confidential basis if appropriate.

**Section 6.3. Inspections and Audits.** Pace shall have the right, with or without prior notice to Service Provider, to review, inspect and audit all Transportation Services performed pursuant to this Agreement, and all information and records related thereto, at all reasonable times during and following the performance of the Transportation Services. The phrase "all information and records related thereto" as used in this Section shall mean all information and records under the control or supervision of, or reasonably available to, Service Provider relating to this Agreement or the Transportation Services that are reasonably necessary for Pace to verify or audit Service Provider's performance under this Agreement, or the accuracy or appropriateness of any Operating Expenditure or portion thereof, ridership information, or Service Provider's compliance with this Agreement or any portion thereof, including but not limited to all data, samples, records, reports, documents, memoranda, maps, estimates, specifications, notes, studies, tapes, photographs, film, computer programs or drawings, whether in preliminary, draft, final or other form. Pace shall perform such review, inspection or audit in a manner that will not unduly delay or interfere with Service Provider's performance under this Agreement. Service Provider shall cooperate with Pace, and provide reasonable facilities to Pace to assist Pace in any such review, inspection or audit. Pace may perform any such review, inspection or audit through an officer, employee, or other designated agent. Service Provider shall promptly remit to Pace any overpayments identified as a result of inspection and audit.

## ARTICLE VII

### THIRD PARTY PROVIDERS

**Section 7.1. Requirements.** "Third Party Providers" as used in this Agreement are any other parties who, pursuant to contract or agreement with the Service Provider, directly provide a significant part of the Transportation Services. Service Providers using Third Party Providers to provide the service shall follow the procedures in the Pace Paratransit Manual for obtaining and utilizing such providers. All service provided by a Third Party Provider to a Service Provider shall be competitively solicited at least once every four years and as frequently as once a year if required by Pace. Contracts with Third Party Providers shall be

made in accordance with applicable laws. All such agreements shall be in writing with a copy provided to Pace. Submission of the third party agreement to Pace does not release the Service Provider from any obligation under this Agreement, nor operate as a waiver of any rights of Pace under this Agreement. The Service Provider shall cause each of its Third Party Providers to comply with all applicable provisions of this Agreement and the Pace Paratransit Manual as if the name of the Third Party Provider has been substituted for the name of the Service Provider therein. In the event that Pace Equipment is to be used by a Third Party Provider, such Third Party Provider shall execute a written sublease in a form approved by Pace prior to the use of Pace Equipment.

## ARTICLE VIII

### RISK FINANCING PROGRAM AND INSURANCE REQUIREMENTS

**Section 8.1. General Requirements.** The Service Provider shall be required to comply with the Pace Paratransit Manual for all Vehicles used to provide the Transportation Services whether those Vehicles are owned by Pace, the Service Provider, or a Third Party Provider. Service Provider shall immediately notify Pace of any accidents or incidents.

**Section 8.2. Risk Financing Program.** All Pace Vehicles used in the provision of Transportation Services pursuant to this Agreement shall be included in Pace's Risk Financing Program. The Pace Risk Financing Program shall provide commercial auto liability coverage to Service Provider and any Third Party provider for any claims of bodily injury, death, or property damage arising directly out of the provision of Transportation Services provided with vehicles owned by Pace as described in this Agreement, within the scope of Pace's Self-Insured Retention and up to the liability limits of such excess insurance that Pace may purchase, *subject to the following terms, conditions, and exclusions:*

- (a) Pace specifically excludes from insurance coverage afforded to Service Provider and Third Party Provider herein any claims, actions, damages arising as the result of willful and wanton, reckless, or intentional conduct of Service Provider and/or Third Party Provider, its officers, agents, employees, contractors, sub-contractors, agents or volunteers.
- (b) Pace specifically excludes from insurance coverage afforded to Service Provider and Third Party Provider herein claims of injury or death brought directly or indirectly

against Pace, the Service Provider, or the Third Party Provider by any employee of the Service Provider, the Third-Party Provider, or any contractors or sub-contractors of the Service Provider or Third Party Provider arising out of or in connection with the Transportation Services described in this Agreement.

- (c) The policies of excess insurance purchased by Pace and Pace's Self-Insured Retention shall be primary over insurance carried by the Service Provider or its Third Party Provider for claims within the scope of Pace's Risk Financing Program. Any insurance or self insurance maintained by Service Provider and Third Party Provider shall be in excess of Pace's Self Insured Retention and the policies of excess insurance purchased by Pace, without right of contribution, for claims within the scope of Pace's Risk Financing Program.
- (d) The Service Provider and its third party provider shall be named as additional insureds in all policies of excess insurance for auto liability coverage purchased by Pace above its self-insured retention.
- (e) Service Provider and/or Third Party Provider shall provide immediate *written* notice of any and all accidents, incidents, claims, and lawsuits to Pace, in the form provided in accordance with the provisions of the Pace Paratransit Manual, including promptly updating Pace in writing when a previously reported incident or accident results in a claim or lawsuit, or a previously reported claim results in a lawsuit.
- (f) With respect to any lawsuit that is within the scope of coverage afforded by this Section 8.2, Pace shall have the right and duty to defend the Service Provider and/or Third-Party Provider, including the right to select defense counsel and control the defense of such lawsuit. In the event of any conflict of interest that would prevent Pace from controlling such defense or that would require Pace to allow the Service Provider or Third Party Provider to select independent defense counsel, Pace will reimburse the reasonable attorneys fees and expenses incurred in such defense by the Service Provider or Third Party Provider, provided however that the hourly rates of such counsel shall not exceed the hourly rates ordinarily paid by Pace to its outside counsel for defense of similar types of lawsuits. Pace shall not have any duty to defend the Service Provider or Third-Party Provider for any claims that are excluded from the coverage of this section, including any claims within the scope of

subparagraphs (a) or (b). If a lawsuit includes claims that are both covered and not covered by this Section 8.2, Pace's duty to defend only extends to those portions of the suit that are within the scope of coverage of Section 8.2, and not to any excluded claims. Pace's duty to defend under this paragraph shall cease if and when the limits of auto liability coverage are exhausted of any excess insurance policies purchased by Pace.

(g) Service Provider shall, and shall require its employees, subcontractors and any Third Party Provider, to cooperate with and assist Pace and any claims service agencies, investigators and attorneys employed by or on behalf of Pace in the administration, investigation and defense of any and all claims for bodily injury or property damage, or physical damage to any Pace vehicle asserted against Pace or Service Provider arising out of the provision of Transportation Services pursuant to this Agreement.

(h) The Service Provider's, its subcontractor's or its third party provider's failure to comply with the requirements of this Section shall relieve Pace of any and all obligations that Pace may have under this Article VIII.

**Section 8.3. Loss Prevention.** Service Provider shall, upon written notice from Pace specifying and documenting claims or other evidence of incompetence, inattention, carelessness or other fault on the part of Service Provider or any of Service Provider's employees, promptly take all lawful and reasonable steps to prevent claims or losses as a result of such incompetence, inattention, carelessness or other fault. This Section shall not, however, be construed to require Service Provider to take any action in violation of its obligations under any labor agreement or other employment contract.

**Section 8.4. Requirements for non-Pace Vehicles.** Claims arising from non-Pace owned Vehicles are not within the scope of the Pace Risk Financing Program. The Service Provider shall provide the following liability insurance coverage for all claims arising out of non-Pace owned Vehicles used in providing the Transportation Services:

(1) For all taxicabs; a \$350,000 Limit of coverage for Automobile Liability including a Limit of \$350,000 for Uninsured and Underinsured Motorists coverage, and

(2) for all other vehicles; commercial Automobile Liability Insurance Coverage with a minimum Combined Single Limit (CSL) of \$5,000,000 Each Occurrence and \$5,000,000 Aggregate and Commercial General Liability Coverage with at least the following limits:

\$5,000,000 General Aggregate  
\$5,000,000 Each Occurrence Limit  
\$5,000,000 Products/Completed Operations Hazard Aggregate  
Limit  
\$5,000,000 Personal & Advertising Injury Liability Limit  
\$10,000 Medical Expense Limit (Per Person)

Each Insurance Company providing all Pace required coverage must have a minimum A.M. Best rating of A- VII using the most current data available from A.M. Best Property/Casualty Rating Company.

Contractor, Third Party Provider or any subcontractor shall name Pace Suburban Bus Service as additional insured in its liability policies, as set forth below, and agrees to waive and will require its insurers to waive all rights against the other party, as relates to this Agreement on all of the insurance coverage required under this Agreement.

The insurance policies shall be endorsed to provide that the Suburban Bus Division of the Regional Transportation Authority d/b/a Pace, and the Regional Transportation Authority and their employees are named as additional insured for "liability for 'bodily injury', 'property damage', and 'personal injury' caused in whole or in part, by our acts or omissions or the acts or omissions of those acting on our behalf: (a) in the performance of our ongoing operations; or (b) for claims brought on behalf of our employees, agents, or subcontractors and their employees," in a form providing no less coverage than that provided by the Insurance Service Office's Owners, Lessees or Contractors - Form B [ISO 20 10], on a primary basis, without right of contribution from Pace, for any liability arising from the operation of non-Pace owned vehicles. The coverage shall contain no special limitations on the scope of its protection to the above listed insureds.

The Contractor's insurance must contain the standard Separation of Insureds provision or an endorsement providing that, except with respect to limits, the insurance applies separately to each insured.

The Contractor and any subcontractors shall provide that there will be no recourse against Pace Suburban Bus Service as additional insured for the payment of premiums, additional premiums or assessments, it being understood that these are obligations of the party providing such insurance pursuant to this Agreement.

The Contractor's insurance shall be primary over any other insurance carried by Pace, including self-insurance. In the event the policies should be changed or canceled, said change or cancellation shall not be effective until 30 days after Pace has received notice of such change or cancellation from the Insurance Company.

The Service Provider shall comply with all accident and incident notification and reporting requirements provided for in the Pace Paratransit Manual including Chapter 5 on accident incident reporting and Chapter 6 on personnel standards and rules including drug/alcohol testing requirements.

## ARTICLE IX INDEMNIFICATION

**Section 9.1 General.** To the fullest extent permitted by law and within the limits of Pace's self insured retention and the excess/umbrella auto liability insurance policies purchased by Pace, Pace shall indemnify and hold harmless Service Provider and its third party provider, their officers, agents, and employees from and against any and all auto liability claims, suits, losses, damages and expenses, which may arise out of the operation of transportation services provided with Pace owned vehicles pursuant to the 2017 Paratransit Service Provider Agreement, provided that Service Provider and its third party provider comply with the notice and cooperation requirements stated in Section 8.2 above, regardless of whether or not it is caused in whole or in part by any negligent act or omission of Service Provider or its Third Party Provider, their officers, agents or employees. This indemnification does not extend to willful and wanton, reckless or intentional conduct of the Service Provider or Third Party Provider and is specifically excluded from this indemnification and insurance coverage, including self-insurance.

Service Provider and its Third Party Provider shall indemnify, hold harmless, and defend Pace and the Regional Transportation Authority, their board members, officers, employees,

agents and attorneys from and against (a) all auto liability claims, suits, losses, damages and expenses, which may arise out of the operation of transportation services provided with non owned Pace vehicles in providing services pursuant to the 2017 Paratransit Service Provider Agreement; (b) any claims, suits, actions, damages which arise out of the willful and wanton, reckless or intentional acts of the Service Provider or its Third Party Provider in the performance of this agreement; and (c) claims brought directly or indirectly against Pace by an employee of the Service Provider, or an employee of Service Provider's contractors or sub-contractors (Third Party Provider), or arising out of any injury or death of Service Provider's employee, or an employee of Service Provider's contractors or subcontractors (Third Party Provider), in connection with the Transportation Services described in this Agreement..

The indemnities contained in this Section shall survive termination of this Agreement.

**Section 9.2. Service Provider's Damages.** Except as expressly provided in Article VIII or Article IX of this Agreement, Pace shall not be responsible to Service Provider or to any of its officers, employees, agents or attorneys for any loss of business or other damage caused by an interruption of the Transportation Services, or for the time lost in repairing or replacing any Pace Equipment, or for any loss, injury, or damage arising out of or relating to Pace's failure to deliver Pace Equipment, or for any other losses or damages sustained by the Service Provider hereunder. Except as expressly provided in Article VIII or Article IX of this Agreement, Pace assumes no liability or responsibility for any acts or omissions of Service Provider, or of Service Provider's officers, employees, agents or attorneys, or for any property of Service Provider or any other person that is damaged, lost, or stolen in the performance, or as a result of the performance, of this Agreement.

## ARTICLE X

### PAYMENT, BUDGET AND ACCOUNTING

**Section 10.1. Maximum Service Reimbursement Amount.** Pace hereby agrees to pay the Service Provider a service reimbursement in an amount as limited by the Approved Budget and further limited by (i) the Paratransit Service Reimbursement Guidelines shown in Exhibit C and (ii) the other provisions of this Article X. Pace may change the Paratransit Service Reimbursement Guidelines of the Paratransit Program and/or level of fares and such new guidelines and fare shall be used to determine Pace's maximum reimbursement obligation. If the Pace Board revises the Paratransit Reimbursement Guidelines during the term of this

Agreement, then such new guidelines shall be effective for the remainder of the Agreement Term subject only to a sixty day notice period during which time the old guidelines would remain in effect.

**Section 10.2. Payment of Reimbursement.** Pace shall make monthly payment installments of the service reimbursement based on the receipt of a properly prepared Monthly Report and related required documentation. During January and February, the monthly installments shall be one-twelfth of the Service Reimbursement Amount in accordance with the Approved Budget. Each of the remaining monthly payment installments shall be based on the Monthly Report for the month that is two months prior to the month during which the report is submitted and payment is due. Such material must be received by Pace by the close of business on the day specified in the Pace Paratransit Manual in order to be processed and paid during the submitted month. Any late or improperly prepared submissions shall not be considered for payment until the next month. After all Monthly Reports have been received for the Agreement Term, a final calculation of the service reimbursement amount shall be made. If a credit is due to either party, such party shall pay the amount of such credit to the other party within 30 days following demand therefore.

**Section 10.3. Limitations on Payments.** In addition to any other remedy provided herein, if Service Provider materially fails to comply with any term of this Agreement, or fails to take corrective action as directed by Pace, Pace may withhold payments pending Service Provider's actions to achieve compliance or take corrective action.

Notwithstanding any other provision of this Article, no payment of the Service Reimbursement Amount, or any installment thereof, shall be due, owing or made in violation of any of the following limitations:

- (1) No monthly installment due in any month shall be paid unless the Reports required pursuant to the Pace Paratransit Manual have been filed with Pace in accordance with said Section.
- (2) No payment shall be made if Pace should find or has reason to believe that the Monthly Reports have not been prepared in accordance with sound financial and management practices. Pace shall withhold payment until such issues are resolved.
- (3) Payments shall not exceed the Approved Maximum Service Reimbursement Amount. Any payments made after January 1, 2020 pursuant to any prior reimbursement agreement between the parties whose term extended into calendar year 2018 shall be deemed to be payments made under this Agreement with the exception of payments due for service provided prior to January 1, 2020.
- (4) No payment shall be made with respect to any Operating Expenditure incurred or accrued in violation of this Agreement or any provision of the Pace Paratransit Manual.



**Section 10.4. Funding Availability.** Notwithstanding anything to the contrary, including in particular (but not limited to the provisions of Section 10.1), it is expressly agreed that the obligation of Pace to pay the Service Reimbursement Amount shall be limited to the availability of funds from Pace's revenues and budget for Pace's fiscal year so that in the event Pace determines that funds are not available, Pace's obligations to pay any such unpaid part or parts of the Service Reimbursement Amount shall be terminated forthwith and Pace shall have no further obligations to make any payments to Service Provider under the Agreement. In the event that Pace determines that no funds will be available to pay the Service Reimbursement Amount, the Service Provider shall be given written notice thereof in accordance with Section 11.2.

**Section 10.5. Transportation Revenue.** All Transportation Revenue shall be the property of the Service Provider. Service Provider shall comply with Pace policies, practices and procedures relating to the collection, security, and accounting of all Transportation Revenue as set forth in the Pace Paratransit Manual. Should the Service Provider decide to allow any passengers to travel at less than the minimum fares for paratransit established by the Pace Board, then the difference between the minimum Pace fare and fares charged shall be funded by the Service Provider and such funds shall be considered Transportation Revenue.

**Section 10.6. Accounting and Reporting Standards.** Service Provider shall maintain its books and records, and shall prepare, maintain and file reports, relating to this Agreement and the Transportation Services in accordance with generally accepted governmental accounting principles, Section 15 of the United States Urban Mass Transit Act, the Pace Paratransit Manual, the Approved Budget and any documentation submitted by Service Provider, and approved by Pace, in support of the Approved Budget. In case of any conflict in the aforesaid standards, Service Provider shall seek specific direction from Pace and, pending receipt of such direction, shall comply with that standard that most fairly, accurately and completely records and reports the results of operations.

**Section 10.7. Budget Amendments.** Pace shall have no obligation to revise the Approved Budget or to increase the Approved Maximum Service Reimbursement Amount or any Line Item Budget Maximum.

**Section 10.8. Capital Expenditures.** Pace is not obligated to provide any grant funds to the Service Provider for capital purchases. Any Capital Asset paid for with the proceeds of any payment made by Pace shall be the property of Pace and shall be added to Exhibit B or to the inventory of Pace Equipment required pursuant to Subsection 3.1B and shall be returned to Pace at the end of the Agreement Term.

**Section 10.9. Subsequent Service Reimbursement.** In order to permit Pace to evaluate the merits of entering into a new service reimbursement agreement for Transportation Services with Service Provider following the end of the Agreement Term, Service Provider shall, during the Agreement Term and pursuant to this Section, cooperate with Pace to develop a proposed budget for the calendar year following the Agreement Term. On or before July 1 of the Agreement Term, or such other date as Pace may specify in a service reimbursement application solicitation request, Service Provider shall submit its formal Service Provider application to Pace in the format specified by Pace. Nothing in this Section shall, however, obligate either Pace or Service Provider to agree to any reimbursement estimate or to enter into any new agreement.

## ARTICLE XI

### TERM

**Section 11.1. Term.** The term of this Agreement shall be one year commencing on the 1st day of January, 2020, and terminating after the last scheduled service on the 31st day of December, 2020.

**Section 11.2. Termination for Impossibility of Performance.** This Agreement may be terminated, in whole or in part, upon seven days written notice given by Pace to Service Provider in the event that the Illinois General Assembly, the Regional Transportation Authority or any funding source fails in any fiscal year to appropriate or otherwise make available sufficient funds, as determined in the sole discretion of Pace, to cover payments to be made to Service Provider pursuant to Article X hereof, or if any Vehicle(s) necessary to perform the Transportation Services hereunder (are) is unavailable for any reason, as determined in the sole discretion of Pace.

The termination of this Agreement shall not be in any manner prevented or affected by the fact that Service Provider may have already partially or fully performed its obligations under this Agreement in respect to any unpaid part or parts of this Agreement by the time it is determined by Pace that it will be unable to pay the remaining unpaid part or parts of this Agreement.

### **Section 11.3 Termination for Service Provider Default**

A. **Immediate Termination.** This Agreement shall be terminated, and the Agreement Term shall end, 24 hours after written notice of such termination given by Pace to Service Provider in the event that Service Provider shall, for any reason, other than as specified in Section 2.2 of this Agreement, cancel, eliminate or reduce or diminish service without prior written approval from Pace.

**B. Termination Following Failure To Cure.** This Agreement shall be terminated, and the Agreement Term shall end, if the Service Provider violates any other material obligation under this Agreement or fails to timely perform any other material obligation under this Agreement and such violation or failure shall continue for a period of 21 days after Service Provider receives written notice from Pace describing in reasonable detail the nature of the violation or failure; provided, however, that in the event such violation or failure cannot be cured within said 21 day period notwithstanding diligent and continuous effort by Service Provider and Service Provider shall have promptly commenced to cure the violation or failure and shall have thereafter prosecuted the curing of same with diligence and continuity, then the period for curing such violation or failure shall be extended for such period as Pace may determine to be necessary for curing such violation with diligence and continuity.

**C. Obligations Following Termination.** Pace's obligations upon termination of this Agreement in any manner and for any purpose authorized by this Article XI shall be limited to payment of reimbursement obligations for services rendered by Service Provider up to the date of said termination. Immediately upon termination of this Agreement in any manner and for any purpose, Service Provider shall comply with the provisions of Section 11.4 below. In addition, Service Provider shall be liable to Pace for all damages incurred as a result of any violation or failure that leads to termination of this Agreement. Said damages shall include, but shall not be limited to, all court costs, and attorneys' fees and disbursements incurred in connection with enforcing or defending Pace's rights hereunder.

**Section 11.4. Return of Pace Equipment and Records Upon Termination.** Immediately following the Agreement Term, Service Provider shall surrender and deliver to Pace at such time or times and at such location or locations within the six-county region as Pace may designate:

- (1) All Pace Vehicles and Other Pace Equipment in good operating order, repair and condition, reasonable wear and tear and normal depreciation excepted; and
- (2) All records pertaining to all Pace Vehicles and Other Pace Equipment, including, without limitation, all preventative maintenance reports and vehicle repair reports.

Pace shall have the right to inspect the premises of the Service Provider and to remove any Pace Equipment or any such records that remain in the possession of Service Provider. Pace, in its sole discretion, shall determine the condition of surrendered and returned Pace Equipment and the extent of any wear and tear, depreciation or damage. Service Provider shall make, or cause to be made, any and all repairs deemed necessary by Pace to place the surrendered and returned Pace Equipment in the condition required by Sections 3.1 and

3.2 of this Agreement. Such repairs shall be completed within 21 days following Pace's written demand that they be undertaken. If any such repairs are the result of Service Provider's failure to comply with the provisions of this Agreement, the cost thereof shall not be reimbursable by Pace under this Agreement. If Service Provider fails to make such repairs, then Pace shall have such repairs performed and Service Provider shall reimburse Pace for the cost of such repairs within 30 days after a receipt for such costs is provided to Service Provider.

## ARTICLE XII

### COVENANTS AND REPRESENTATIONS

Section 12.1. General. Service Provider hereby makes the covenants and representations with and to Pace as described in this Article and hereby agrees to abide by each and every one of them.

Section 12.2. Corporate Existence and Power. Service Provider is duly organized, validly existing and in good standing under the laws of the State of Illinois, and has the legal power and authority to enter into this Agreement and to provide, engage in and carry out the Transportation Services. Service Provider shall maintain its corporate identity and shall make no attempt to cause its corporate existence to be abolished during the Agreement Term.

Section 12.3. Authorization. Service Provider has been duly authorized to execute this Agreement by its corporate authorities by ordinance duly adopted, and the execution and delivery of this Agreement by all of the parties signatory hereto shall constitute a valid and binding obligation of Service Provider, enforceable in accordance with its terms, and the making of and compliance by Service Provider with the terms and conditions of this Agreement will not result in any breach or violation of, or default under, any judgment, decree, mortgage, contract, agreement, indenture or other instrument applicable to Service Provider.

Section 12.4. Approvals Received. All such approvals, consents, permits, licenses, authorizations, or modifications as may be required to permit the performance by Service Provider of its obligations under this Agreement have been obtained from the appropriate governmental authorities or other persons or entities.

Section 12.5. No Material Litigation. No litigation, investigation or proceeding of or before any court, governmental authority or arbitrator is pending or, to the knowledge of Service Provider, threatened by or against Service Provider, or against any of its properties or revenues (1) with respect to this Agreement, or (2) which is reasonably likely to have a material adverse effect on the operations, property or financial condition of Service Provider.

**Section 12.6. No Default.** Service Provider is not in default under or with respect to any obligation in any respect that could be materially adverse to the business, operations, property or financial condition of Service Provider or that is reasonably likely to materially adversely affect the ability of Service Provider to perform its obligations under this Agreement.

**Section 12.7. No Burdensome Restrictions.** No obligation of Service Provider and no requirement of law materially adversely affects, or insofar as Service Provider Agency may reasonably foresee may so affect, the business, operations, property or financial condition of Service Provider or the ability of Service Provider to perform its obligations under this Agreement.

**Section 12.8. No Sale, Lease or Encumbrance.** Service Provider will not sell, lease, loan, or in any manner dispose of any Pace Equipment during the Agreement Term.

**Section 12.9. Payment of Obligations.** Service Provider shall pay and discharge all of its obligations and indebtednesses with respect to the Transportation Services and with respect to the Service Provider Vehicles, if any; provided, however, that any such obligation or indebtedness need not be paid if the validity thereof shall currently be contested in good faith by appropriate proceedings and if Service Provider shall have set aside on its books adequate reserves with respect thereto, except that all such obligations and indebtednesses shall be paid forthwith upon an adverse decision in such proceedings and the exhaustion of available appellate relief with respect thereto.

**Section 12.10. Compliance With Applicable Laws.** Service Provider shall comply with all federal, state and local statutes, laws, rules, regulations and orders applicable to the Transportation Services.

**Section 12.11. Compliance With Agreement Conditions.** Service Provider shall comply with all conditions of, and all laws and regulations and all Pace policies, practices and procedures applicable to, any federal, state or local grant received by Pace or by Service Provider at any time with respect to the Transportation Services or the Equipment, including the Pace Paratransit Manual.

**Section 12.12. No Bar From Public Contracts.** Service Provider warrants and represents that the statements contained in the Service Provider=s Certification in Exhibit F hereto are true and correct.

**Section 12.13. Opinion of Counsel.** Service Provider shall provide to Pace, at or before the time Service Provider executes this Agreement, an opinion of an attorney licensed to practice law in the State of Illinois in the form provided in Exhibit G.

## ARTICLE XIII

**GENERAL PROVISIONS**

**Section 13.1. Complete Agreement.** This Agreement, including the Exhibits hereto and the Pace Paratransit Manual, constitutes the entire Agreement between the parties hereto, except as it may be amended as provided by this Article.

**Section 13.2. Exhibits; Pace Paratransit Manual; Conflicts.** Exhibits A through G attached to this Agreement and the Pace Paratransit Manual (as such Manual may be amended from time to time and as supplemented with Pace directives) are incorporated herein and made a part hereof by this reference. In case of any conflict among the provisions of this Agreement, including the Exhibits hereto and the Pace Paratransit Manual, that provision which, in the opinion of Pace, best promotes safe, efficient and economical transportation service and best protects the Equipment shall control.

**Section 13.3. Amendments.** No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and delivered by the authorized representatives of the parties hereto.

**Section 13.4. Notices.** All notices and other communications in connection with this Agreement shall be in writing, and any notice or other communication hereunder shall be deemed received by the addressee thereof when delivered in person at the address set forth below, or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to Pace as follows:

Attention: Executive Director  
*Pace Suburban Bus*  
550 W. Algonquin Road  
Arlington Heights, IL 60005-4412

Notices and communications to Service Provider shall be addressed as shown on the cover page to this Agreement. By notice complying with the foregoing requirements of this Section, each party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

**Section 13.5. Calendar Days and Time.** Any reference herein to "day" or "days" shall mean calendar and not business days. If the date for giving or receiving of any notice required to be given hereunder or the performance of any obligation hereunder falls on a Saturday, Sunday or federal or State of Illinois holiday, then said notice or obligation may be given or performed on the next business day after such Saturday, Sunday or federal or State

of Illinois holiday. Any reference herein to time of day shall refer to local time for Arlington Heights, Illinois.

**Section 13.6. Singular and Plural.** The use of the singular or the plural herein shall be construed to be the plural or singular as the context requires.

**Section 13.7. Governing Laws.** This Agreement and the rights of the parties hereunder shall be interpreted and enforced in accordance with the laws of the State of Illinois.

**Section 13.8. Changes in Laws.** Unless otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules or regulations shall include such laws, ordinances, rules or regulations as they may be amended or modified from time to time.

**Section 13.9. No Assignment.** Service Provider shall not assign either its rights or its obligations under this Agreement without the prior written consent of Pace, which consent may be granted or withheld at the sole discretion of Pace. Any attempted or purported assignment of such rights or obligations without the prior written consent of Pace shall be void and of no effect. Any successor to Service Provider's rights under this Agreement shall be bound by, and shall comply with, all of the provisions, conditions and requirements of this Agreement.

**Section 13.10. Headings.** The section headings of this Agreement are for convenience and reference only and in no way define, extend, limit, or describe the scope or intent of this Agreement or the intent of any provision hereof.

**Section 13.11. Prohibited Interests.** No member of the Illinois General Assembly, no member of the Congress of the United States and no director or employee of Pace or of Service Provider shall, during his or her tenure or for one year thereafter, have any interest, direct or indirect, in this Agreement or be admitted to any share or part of this Agreement or to any benefit arising there from or any proceeds thereof.

**Section 13.12. Independent Contractor.** In the performance of the Transportation Services and Other Services pursuant to this Agreement, Service Provider is an independent contractor with the authority to control and direct the performance of the details of the Transportation Services and Other Services to be performed pursuant to this Agreement. All personnel necessary for Service Provider's performance pursuant to this Agreement shall be employees of Service Provider or of Service Provider's subcontractors. None of the said personnel shall be deemed for any purpose to be employees, agents or representatives of Pace.

**Section 13.13. Litigation Against Service Provider.** If, during the term of this Agreement, any lawsuits or proceedings are filed or initiated against Service Provider or any subcontractor of Service Provider, before any court, commission, board, bureau, agency, unit of government

or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of Service Provider to perform its obligations under, or otherwise to comply with, this Agreement, Service Provider shall promptly deliver a copy of the complaint or charge related thereto to Pace and shall thereafter keep Pace fully informed concerning all aspects of such lawsuit or proceeding.

**Section 13.14. Non-Waiver.** Pace shall not be deemed to have waived any right under this Agreement unless such waiver is in writing and signed by an authorized officer or director of Pace. No delay or omission by Pace in exercising any right under this Agreement shall operate as a waiver of such right or any other right by Pace. All the rights and remedies of Pace under this Agreement shall be cumulative and not exclusive and may be exercised singly or concurrently by Pace. The waiver or exercise of any remedy by Pace shall not be construed as a waiver of any other remedy available under this Agreement or under general principles of law or equity.

**Section 13.15. Time of Essence.** Time is of the essence in the performance of all terms and provisions of this Agreement.

**Section 13.16. Survival Clause.** If any provision of this Agreement is construed or held to be void, invalid or unenforceable in any respect, the remaining provisions of this Agreement shall not be affected thereby, but shall remain in full force and effect.

**Section 13.17. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

**Section 13.18. Other Agreements Not Prohibited.** Nothing in this Agreement shall be deemed to prohibit Pace from entering into additional or alternative agreements or arrangements to provide replacement, additional, supplementary or duplicative service in the area served by Service Provider.

**Section 13.19. No Future Obligations.** Nothing in this Agreement or the parties' performance thereof shall be construed to create any obligation to renew this Agreement after the Agreement Term or to enter into any other agreement of any kind or nature.

## ARTICLE XIV

### REMEDIES

**Section 14.1. Remedies.** In addition to Pace's right to terminate this Agreement pursuant to Article XI and any other rights otherwise provided in this Agreement, in the event of a breach or an alleged breach of this Agreement by either party, either party may, by suit, action, mandamus or any other proceeding, in law or in equity, including specific performance, enforce or compel the performance of this Agreement. Any cost or expense



associated with pursuing any such remedy shall not be an Operating Expenditure under this Agreement.

**Section 14.2. Notice and Cure.** Neither party may exercise the right to bring any suit, action, mandamus or any other proceeding pursuant to Section 14.1 of this Agreement without first providing written notice to the other party of the breach or alleged breach and allowing a period of 15 days for the curing of said breach or alleged breach; provided, however, that in the event such violation or failure cannot be cured within said 15 day period notwithstanding diligent and continuous effort by the party receiving notice and said party shall have promptly commenced to cure the violation or failure and shall have thereafter prosecuted the curing of same with diligence and continuity, then the period for curing such violation or failure shall be extended for such period as may be necessary for curing such violation with diligence and continuity.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**SERVICE PROVIDER**

**PACE**

By: \_\_\_\_\_

By \_\_\_\_\_

Rocco L. Donahue, Executive Director

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Exhibit A

## 2020 PARATRANSIT SERVICE PROVIDER AGREEMENT

### PROPOSED 2020 BUDGET

PROJECT: **VILLAGE OF TINLEY PARK**

REVENUE	\$ <u>7,629</u>
EXPENSES	
OPERATIONS	\$ <u>72,023</u>
MAINTENANCE	\$ <u>3,066</u>
ADMINISTRATION	\$ <u>4,571</u>
TOTAL EXPENSE	\$ <u>79,660</u>
OPERATING DEFICIT	\$ <u>72,031</u>
PACE SUBSIDY	\$ <u>17,448</u>
LOCAL SHARE	\$ <u>54,583</u>
RIDERSHIP	5,816
VEHICLE HOURS	1,324

# Exhibit C

## 2020 PARATRANSIT SERVICE PROVIDER AGREEMENT

### PARATRANSIT REIMBURSEMENT GUIDELINES

The maximum Service Reimbursement shall be the lesser of the amounts calculated in each of the following way:

1. 75% of the projected Operating Deficit in the Approved Budget; or
2. 75% of the actual Operating Deficit; or
3. 3.00 multiplied by the number of annual one-way passenger trips not to exceed the maximum number of trips in the Approved Budget.

The Approved Budget shall be the maximum estimated expenses, deficit, hours of service, and ridership upon which Pace's maximum Service Reimbursement amount will be calculated.

The total of the year to date subsidy payments shall not exceed an amount equal to 1/12<sup>th</sup> of the annual budgeted subsidy times the number of months elapsed in the year.

## Exhibit D

### 2020 PARATRANSIT SERVICE PROVIDER AGREEMENT TRANSPORTATION SERVICES FUNDED BY PACE

#### VILLAGE OF TINLEY PARK

<b>TYPE OF SERVICE</b>	Dial-A-Ride Bus Service						
<b>SERVICE OPERATED BY</b>	Village of Tinley Park						
<b>TRIP RESERVATION METHOD</b>	24 hours in advance						
<b>SERVICE AREA</b>	Village of Tinley Park						
<b>SERVICE HOURS</b>	Monday through Friday 9:00 a.m. to 2:00 p.m.						
<b>HOLIDAYS</b>	Service will <b><i>not</i></b> operate on the following holidays: <ul style="list-style-type: none"> <li>➤ New Year's Day</li> <li>➤ Presidents' Day</li> <li>➤ Good Friday</li> <li>➤ Memorial Day</li> <li>➤ Independence Day (observed Holiday)</li> <li>➤ Labor Day</li> <li>➤ Thanksgiving Day</li> <li>➤ Day after Thanksgiving</li> <li>➤ ½ - Day Christmas Eve</li> <li>➤ Christmas Day</li> <li>➤ ½ -Day New Year's Eve</li> </ul>						
<b>ONE-WAY FARE</b>	<table> <tr> <td>Persons (age 55-64)</td> <td>\$1.30</td> </tr> <tr> <td>Persons (65+)</td> <td>\$ .65</td> </tr> <tr> <td>Disabled</td> <td>\$ .65</td> </tr> </table>	Persons (age 55-64)	\$1.30	Persons (65+)	\$ .65	Disabled	\$ .65
Persons (age 55-64)	\$1.30						
Persons (65+)	\$ .65						
Disabled	\$ .65						
<b>RIDER ELIGIBILITY</b>	Persons age 55+ and persons with disabilities						

## Exhibit E

### 2020 PARATRANSIT SERVICE PROVIDER AGREEMENT

#### **AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISES**

- A. **Affirmative Action.** Service Provider shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability or an unfavorable discharge from military service. Such action shall include, but not be limited to, the following: employment, hiring, upgrading, demotion, transfer, recruitment advertising, layoff of termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Prior to the execution of this Agreement, Service Provider shall furnish Pace with evidence that it has filed with the Illinois Department of Human Rights (the "Department") an affirmative action program covering the Service Provider's employment practices, if a plan is required by the Department. Service Provider shall promptly furnish Pace with a copy of any and all documents filed by it with the Department.
- B. **Equal Employment Opportunity Clause.** Service Provider shall comply with the following provisions, collectively referred to as the "Equal Employment Opportunity Clause".
- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, and national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
  - (2) That, if it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and Women in the area(s) from which it may reasonably recruit and it will hire persons in such a way that minorities and women are not underutilized.
  - (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
  - (4) That it will send a notice to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding advising such labor organization or representative of its obligation under the Illinois Human Rights Act and the Department's Rules and Regulations

for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with Service Provider in its efforts to comply with such Act and Rules and Regulation, Service Provider shall promptly so notify the Department, and Service Provider shall recruit employees for other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department of Pace, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.

(6) That it will permit access by Pace and the Department to all relevant books, Records, accounts, and work sites for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.

C. Subcontracts. Service Provider shall insert the following provisions in all subcontracts relating to the provision of Transportation Services and Other Service except subcontracts for standard commercial supplies or raw materials:

"No discrimination shall be made in any term or aspect of employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, or political reasons or factors.

In addition, Service Provider shall insert verbatim or by reference the provisions of the Equal Employment Opportunity Clause in every performance subcontract as defined in Section 1.1(17) (b) of the Department's Rules and Regulations so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this Agreement, Service Provider will be liable for compliance by all its subcontractors with applicable provisions of this Section; and further it will promptly notify pace and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, Service Provider will not utilize any subcontractor declared by the Department to be non-responsible and, therefore, ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

D. Disadvantaged Business Enterprises. Service Provider shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Service Provider shall carry out application requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by Service Provider to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such remedy as Pace deems appropriate.

# Exhibit F

## 2020 PARATRANSIT SERVICE PROVIDER AGREEMENT

### SERVICE PROVIDER'S CERTIFICATION

STATE OF ILLINOIS                            )  
   )  
 COUNTY OF \_\_\_\_\_)                    SUBURB-TO-SUBURB.

  , being first duly sworn on oath, deposes and state that all statements herein made are made on behalf of the Service Provider; that this deponent is authorized to make them, and that the statements contained herein are true and correct.

The Service Provider deposes, states and certifies that the Service Provider is not barred from contracting with Pace on the Paratransit Service Provider Agreement as a result of a violation of either Section 33E-3 of Section 33E-4 of Article 33E of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 33E-4).

DATED: \_\_\_\_\_

### SERVICE PROVIDER

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2019.

### NOTARY PUBLIC



**Interoffice****Memo**

**Date:** December 5<sup>th</sup>, 2019

**To:** Village Board of Trustees

**From:** Dominic Sanfilippo, Executive Assistant to the Mayor

**Subject:** UV Liquor License Request

The purpose of this memo is to explain the background of Lenny's Food N Fuel Harlem Avenue, LLC's request for a Class UV liquor license, which would allow video gaming.

Leonard McEnery of Lenny's Food N Fuel Harlem Avenue– (referred heretofore as “Lenny’s”)– located at 19420 S. Harlem Avenue, has approached the liquor commissioner about adding a liquor license to his establishment that allows video gaming. Lenny’s is a state-licensed truck stop that was established in August of 2015, was annexed into the Village of Tinley Park (“VoTP”) in late 2019, & is in good standing with the VoTP. Lenny’s establishes on page 2 of the proposal that gaming would not be the establishment’s main source of revenue.

Their petition is to grant them a Class UV license, or a Truck Stop License which as

“a “Licensed Truck Stop Establishment” means a Licensed Truck Stop Establishment as defined by Illinois Video Gaming Act (ILCS Ch. 230, Act 40 § 5)... Video gaming as defined under the Illinois Video Gaming Act, ILCS Ch. 230, Act 40, §§ 1 et seq., shall be authorized so long as the licensee also has a video gaming license issued by the Illinois Gaming Board and the Village of Tinley Park in accordance with the provisions of the Illinois Video Gaming Act and all rules, regulations, and restrictions imposed by the Illinois Gaming Board and the Village of Tinley Park; and the operation of video gaming terminals shall not be permitted during the hours alcoholic liquor sales are prohibited. The annual fee for this license shall be \$1,000.<sup>1</sup>

From the establishment’s proposal:

“(Lenny’s) currently (has) a full operating cooler with additional space to add a refrigerated Beer Cave...(the) addition of a gaming area is proposed in the attached plans for six (6) VGT momitors. The gaming area enclosure would have 8’ high consisting of a knee wall with frosted glass and saloon entry doors.”<sup>2</sup>

On December 10<sup>th</sup>, 2019, the Administrative and Legal Committee passed this request to the full Board of Trustees.

<sup>1</sup> Tinley Park Municipal Code, § 112.20

<sup>2</sup> Lenny’s Food N Fuel Harlem Ave, LLC Proposal, 13 November 2019

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

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**ORDINANCE**  
**NO. 2019-O-083**

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**AN ORDINANCE INCREASING THE NUMBER OF CLASS “UV” LIQUOR  
LICENSES THAT CAN BE ISSUED IN THE VILLAGE  
(LENNY’S FOOD N FUEL LOCATED AT 19420 SOUTH HARLEM AVENUE)**

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**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-083****AN ORDINANCE INCREASING THE NUMBER OF CLASS “UV” LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE (LENNY’S FOOD N FUEL LOCATED AT 19420 SOUTH HARLEM AVENUE)**

**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 desires to amend Title XI, Chapter 112, Section 22 of the Village Code to add one (1) additional Class UV liquor license; 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 said Village of Tinley Park and its residents to amend Title XI, Chapter 112, Section 22 of the Village Code to increase the number of Class “UV” liquor licenses authorized to be issued pursuant to this Ordinance; and

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

**SECTION 1:** The foregoing recitals shall be and are hereby incorporated as finding 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 “UV” licenses that can be issued by the Village shall be and is hereby increased from zero (0) to one (1), (this increase in the number of Class “UV” liquor licenses reflects the availability of one additional Class “UV” liquor license to be issued to Lenny’s Fuel N’ Fuel, located at 19420 S. Harlem Avenue).

**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 17<sup>th</sup> day of December, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 17<sup>th</sup> day of December, 2019.

ATTEST:

---

VILLAGE PRESIDENT

---

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-083, “AN ORDINANCE INCREASING THE NUMBER OF CLASS “UV” LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE (LENNY’S FOOD N FUEL LOCATED AT 19420 SOUTH HARLEM AVENUE),” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 17, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17<sup>th</sup> day of December, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

# TINLEY PARK



## RESOLUTION 2019-R-123

### *A RESOLUTION PROVIDING FOR AND AUTHORIZING LANDING RIGHTS TO SANTA CLAUS IN THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS*

WHEREAS, the United States Federal Aviation Authority, more commonly referred to as the FAA, is responsible for all flights and landing operations in the Continental United States, and, therefore, requires precise coordination for any and all domestic flying; and,

WHEREAS, in the past sixty-three (63) years, thousands of man-made objects have been thrown into the atmosphere around this planet thereby further complicating the safe movement of any flying machines and/or sleighs; and,

WHEREAS, the Illinois State Department of Aviation directs that local authorities establish the necessary approval for any flights to land within the State except at registered airports; and,

WHEREAS, the Sheriffs of Cook and Will Counties further delegate that authority, when properly approved to the municipalities of those counties; and,

WHEREAS, any miniature sleigh with eight (8) tiny reindeer shall designate the first reindeer to respond to landing signals with his blinking red nose; and,

WHEREAS, said sleigh shall be full of toys and will not exceed the air travel weight load limit; and,

WHEREAS, the driver shall be a jolly old elf of outstanding character and shall have in his possession a good flying record.

NOW, THEREFORE, BE IT RESOLVED that the Village Board of TINLEY PARK, representing the great citizens of the community, provide Santa Claus with all approvals necessary, in whatever order required, to land at the homes as often as he deems appropriate, on Tuesday evening, December 24, 2019, and Wednesday morning, December 25, 2019.

BE IT FURTHER RESOLVED that the Police Department, the Public Works Department, and other Municipal Agencies shall provide speedy and helpful assistance to guarantee St. Nick's movement throughout the World.

PASSED this 17th day of December, 2019,

\_\_\_\_\_  
JACOB C. VANDENBERG, VILLAGE PRESIDENT

\_\_\_\_\_  
ATTEST: KRISTIN A. THIRION, 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

# **STAFF COMMENT**

# **BOARD COMMENT**



# **PUBLIC COMMENT**

# **EXECUTIVE SESSION**

## **ADJOURN TO EXECUTIVE SESSION TO DISCUSS:**

- A. 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.**
  
- B. THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY.**
  
- C. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.**