

MEETING NOTICE

NOTICE IS HEREBY GIVEN that the Regular Meeting of the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, July 17, 2018, beginning at 7:30 P.M. in the Council Chambers at the Village Hall of Tinley Park, 16250 South Oak Park Avenue, Tinley Park, Illinois.

7:30 P.M. CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ITEM #1

SUBJECT: CONSIDER APPROVAL OF AGENDA

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

COMMENTS: _____

ITEM #2

SUBJECT: CONSIDER APPROVAL OF MINUTES OF THE REGULAR VILLAGE BOARD MEETING HELD ON JUNE 19, 2018.

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

COMMENTS: _____

ITEM #3

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2018-R-034 RECOGNIZING KIERA FITZMAURICE FOR HER ANNUAL LEMONADE STAND SALES TO BENEFIT LOCAL CHARITIES – **Trustee Glotz**

ACTION: Discussion: Consider recognizing Kiera Fitzmaurice for her work with her lemonade stand to raise funds for local charities. Kiera has made donations to MDA “Fill the Boot,” the American Brain Tumor Association, The Illinois Fire Safety Alliance, “I Am Me” summer camp for childhood burn victims, Tinley Wish, and the Midwest BBQ for the Brave. Over the past four (4) years Kiera has donated over \$5,430 for these charities. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #4

SUBJECT: RECEIVE COMMENTS FROM STAFF

COMMENTS: _____

ITEM #5

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC

COMMENTS: _____

ITEM #6

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:

- A. CONSIDER A REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, AUGUST 18, 2018 ON 181ST STREET BETWEEN RIDGELAND AND 65TH AVENUE FROM NOON TO 10:00 P.M.
- B. CONSIDER A REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, AUGUST 4, 2018, AT THE 17600 BLOCK OF LILAC LANE FROM NOON TO 10:00 P.M.
- C. CONSIDER A REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, AUGUST 4, 2018, AT THE CLEARVIEW CONDOMINIUM AT PINE DRIVE BETWEEN ASHLEY & ASPEN FROM 3:00 PM TO 8:30 P.M.
- D. CONSIDER A REQUEST FOR A BLOCK PARTY PERMIT ON AUGUST 4, 2018, ON SHETLAND DRIVE BETWEEN TURNBERRY LANE AND TAYSIDE LANE FROM 10:00 A.M. TO 10:00 P.M.
- E. CONSIDER A REQUEST FOR A BLOCK PARTY PERMIT ON AUGUST 4, 2018, ON CASTLE DRIVE BETWEEN 84TH AVENUE AND 175TH STREET FROM 3:00 P.M. TO 10:00 P.M.
- F. CONSIDER REQUEST FROM CRISIS CENTER FOR SOUTH SUBURBIA TO CONDUCT A RAFFLE THROUGH AUGUST 14, 2018 WITH THE WINNER BEING DRAWN AT SILVER LAKE COUNTRY CLUB IN ORLAND PARK.
- G. CONSIDER REQUEST FROM ST. COLETTA'S OF ILLINOIS FOUNDATION TO CONDUCT A RAFFLE FROM AUGUST 1, 2018 TO NOVEMBER 9, 2018 WITH THE WINNER BEING DRAWN AT ESPLANDE LAKES IN DOWNERS GROVE.
- H. CONSIDER PAYMENT OF IMPACT FEES IN THE AMOUNT OF \$84.50 TO KIRBY SCHOOL DISTRICT 140 FROM THE ESCROW FUND.
- I. PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$ 3,588,538.26 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED JUNE 22, JUNE 29, JULY 6, AND JULY 13, 2018.

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

COMMENTS: _____

ITEM #7

SUBJECT: CONSIDER APPOINTMENTS FOR THE FOLLOWING 2018/2019 COMMISSION/COMMITTEES - **President Vandenberg**

ACTION: Discussion: The following Commission/Committee appointments are being made for the 2019 Fiscal Year (**New Commission Members in Bold**):

Community Resource

Reta Brudd, Chair
Don Budny
Ron Centanni
Mike Cutrano
Debbie Melchert
Al Siegers
Barbara Whalen
Michael Sevier
Sheri Reiplinger
Janet Czuchra
Jack Carey, Associate
Logan Enright, Associate
Barbara Moore

Environmental

Antonio Halek, Chair
Jeff Mech
Frank Markowicz
Aireen Arellano
Jeffery Loftus

Marketing & Branding

Daniel Fitzgerald, Chair
Jackie Bobbitt
Jay Damm
Julie Dekker
Beth Fahey
Diane Galante
Beth McKernan
Dennis Suglich
Stephanie Pyrzynski
Vince Aiello, Associate
Eduardo Mani, Associate
Courtney Rourke, Associate
Nick Markoqicz, Associate
Jason Freeland, Associate
Nick Halikias, Associate

Senior Services

Robert Hayes, Chair
Andy Ashmus

Senior Services Cont'

Gordon Collins
Marcia Hecht
Phyllis Groberski
Vicki Hayes
Rosemarie Bauer
Grant Steeve
Mike Cutrano, Associate

Sister Cities

Lucas Hawley, Chair
Jim Muller
Marilyn Bill
Roxane DeVos Tyssen

Veterans Commission

Wiley Roberts, Chair
Norm Pestlin
Robert Baisa
Doug Rasmusen (William)
Anthony Castillo
American Legion Commander
VFW Commander
Christine Hansley
Jack Morley, Associate
Arlene Morley, Associate
Ken Wrezzes, Associate
Submarine Rep., Associate
Amer. Leg. Auxiliary Rep., Associate
Marine Corp Rep., Associate

Civil Service

Terrance Sullivan, Chair
Martin Gainer
Frank Williams

Zoning Board

Steve Sepessy, Chair
Bob Paszyk
Jennifer Vargas
James Fritts
Donald Bettenhausen
James Gaskill Sr.

Zoning Board Cont'

Kellie Schuch

Crime Prevention

Dina Navas
Gregory Serratore
Ed Poplichak
Don Larsen
Tim Griffin
Camille Hicks
Colleen Shaughnessy
Maureen Levins

ETSB

Trustee Brady
Trustee Pannitto
Pat Carr
Forest Reeder
John Urbanski

DARE

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

Plan

Ken Shaw, Chair
Lucas Engel
Eduardo Mani
Tim Stanton
Angela Gatto
Garrett Gray
Chuck Augustyniak
MaryAnn Aitchison
Stephen Vick

Consider appointment of 2018/2019 Commission/Committee members.

COMMENTS: _____

ITEM #8

SUBJECT: CONSIDER RELEASE OF MINUTES FROM CERTAIN EXECUTIVE SESSION MEETINGS -
Clerk Thirion

ACTION: Discussion: The following Executive Session Minutes are under consideration by the Village Board for release:

- January 16, 2018 – 6:00 p.m. Committee Of the Whole
- August 29, 2017 – 6:15 p.m. Public Works Committee
- June 13, 2017 – 7:30 p.m. Public Safety Committee
- February 7, 2017 – 5:00 p.m. Village Board
- October 11, 2016 – 5:30 p.m. Committee of the Whole
- September 6, 2016 – 8:00 p.m. Village Board
- November 24, 2016 – 5:30 p.m. Committee of the Whole

Consider release of the above mentioned Executive Session meeting minutes.

COMMENTS: _____

ITEM #9

SUBJECT: CONSIDER ORDINANCE NUMBER 2018-O-044 APPROVING THE ANNEXATION OF A PARCEL OF PROPERTY COMMONLY LOCATED AT 19420 HARLEM AVENUE TO THE VILLAGE OF TINLEY PARK – **Trustee Glotz**

ACTION: Discussion: The Petitioner, Leonard McEnery, 19420 Harlem Avenue, is seeking annexation of his property (PIN 19-09-12-202-014-0000 & 19-09-12-202-016-0000). The property consists of a gas station and a car wash. This item was discussed at the Plan Commission held on April 5, 2018. **This Ordinance is eligible for first reading.**

COMMENTS: _____

ITEM #10

SUBJECT: CONSIDER RESOLUTION 2018-R-055 AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT WITH LENNY’S FOOD N FUEL, LLC LOACTED AT 19420 HARLEM AVENUE – **Trustee Glotz**

ACTION: Discussion: Mr. Leonard McEnery, Lenny’s Food N Fuel Harlem Avenue, LLC, has petitioned the Village of Tinley Park to annex his 4.87 acre parcel located at 19420 S. Harlem Avenue. The property currently operates as a motor fueling facility for autos and trucks, a convenience store with drive-up food service window for Dunkin Donuts along with another food service tenant (Beggars Pizza), a carwash, and outdoor dispensing/filling of propane tanks. The proposed annexation agreement sets forth a schedule for the Petitioner to bring the property into compliance with Village Building and Sign Codes Additionally, The agreement does not provide any commitment from the Village to issue Liquor or Video Gaming Licenses. However, Petitioner has indicated a desire for both licenses and the agreement provides a right to disconnect within sixty (60) days at the Petitioner’s option. **This Resolution is eligible for first reading.**

COMMENTS: _____

ITEM #11

SUBJECT: CONSIDER ORDINANCE NUMBER 2018-O-043 GRANTING A MAP AMENDMENT TO B-3 (GENERAL BUSINESS AND COMMERCIAL DISTRICT) WITH SPECIAL USE PERMITS TO ALLOW FOR THE CONTINUATION OF THE EXISTING AUTOMOBILE SERVICE STATION AND AUTOMOBILE CAR WASH FOR PROPERTY LOCATED AT 19420 HARLEM (PETITIONER LEONARD MCENERY) – **Trustee Glotz**

ACTION: Discussion: The Petitioner, Leonard McEnery, is seeking a Map Amendment to B-3 zoning upon annexation with Special Use Permits for an Automobile Service Station and an Automobile Car Wash. The property at 19420 Harlem Avenue is a developed property with these existing uses along with a convenience store and a drive-up window for a Dunkin Donuts and outdoor dispensing of propane tanks.

The Plan Commission held a Public Hearing on April 5, 2018 which was continued to April 19, 2018, where a vote of 6-2 was taken to recommend to the Village Board a rezoning to B-3. A motion to recommend to the Village Board that the property was not suitable for annexation failed with a vote of 4-4 ; a motion to recommend to the Village Board approval of a Special Use Permit for a Service Station also failed with a vote of 3-5. In addition a motion to recommend to the Village Board approval of a Special Use for a Car Wash failed with a vote of 3-5.

Approval of the rezoning and special uses would allow the property to continue to operate in its current condition upon annexation. Staff presented a negotiated signage plan obligating Mr. McEnery to remove some of the non-conforming signs on the property. **This Ordinance is eligible for first reading.**

COMMENTS: _____

ITEM #12

SUBJECT: CONSIDER ADOPTING ORDINANCE NUMBER 2018-O-039 GRANTING A SPECIAL USE PERMIT TO ALLOW FOR THE CONSTRUCTION OF A ONE-BEDROOM RESIDENTIAL UNIT ABOVE COMMERCIAL SPACE IN THE B-3 (GENERAL BUSINESS AND COMMERCIAL ZONING DISTRICT) LOCATED AT 6787 WEST 159TH STREET (HAITHAM ABUZIR) - **Trustee Glotz**

ACTION: Discussion: The Petitioner, Haitham Abuzir, is seeking approval for a Special Use Permit, for a residence to be located above a principal commercial use at 6787 159th Street within the B-3 Zoning District. This Special Use Permit will allow the Petitioner to utilize existing space on the second floor of the building for a 718 square foot one-bedroom residential unit above a commercial space. The Plan Commission held a Public Hearing on July 05, 2018 and after consideration of the Findings of Fact, voted unanimously in favor of the requested Special Use with the following conditions:

1. The applicant provide evidence to Staff that they have submitted their plans to IDOT for the proposed changes to the curb cut on 159th Street no later than July 30, 2018;
2. Revise Phase 1 plans to include the following improvements:

- Show curbed landscape islands to be installed at the end of each drive-aisle as recommended by Staff;
 - Remove the existing asphalt parking stalls on the north side of the building adjacent to 159th Street and replace with landscaping;
3. Provide a landscape plan that identifies all the plant material to be reviewed and approved by Staff; and
 4. Revise Phase 2 Plans to reflect the changes to the parking lot layout and improvements shown in the updated Phase 1 plans.

This Ordinance is eligible for adoption.

COMMENTS: _____

ITEM #13

SUBJECT: CONSIDER ADOPTING ORDINANCE NUMBER 2018-O-040 GRANTING CERTAIN VARIATIONS TO ALLOW FOR THE CONSTRUCTION OF A ONE-BEDROOM RESIDENTIAL UNIT ABOVE COMMERCIAL SPACE IN THE B-3 (GENERAL BUSINESS AND COMMERCIAL ZONING DISTRICT) LOCATED AT 6787 WEST 159TH STREET (HAITHAM ABUZIR) - **Trustee Glotz**

ACTION: Discussion: The Petitioner, Haitham Abuzir, is seeking the following Variations: a reduction of the minimum floor area per dwelling to permit a 718 sq. ft. one-bedroom apartment, where the minimum requirement for a dwelling unit is 800 sq. ft.; parking in the front yard; a reduced setback of five feet (5') from the minimum setback requirement for off-street parking to allow for a zero foot (0') setback; and a reduction of 14 parking spaces for a total of 29 parking spaces instead of the required 43 spaces to be located at 6787 159th Street within the B-3 Zoning District. The Plan Commission held a Public Hearing on July 05, 2018 and after consideration of the Findings of Fact, voted unanimously in favor of the requested Variations with the following conditions:

1. All Variations will be subject to the Applicant revising the Phase 1 plans to incorporate the landscaping as recommended by staff for the parking lot.

This Ordinance is eligible for adoption.

COMMENTS: _____

ITEM #14

SUBJECT: CONSIDER ORDINANCE NUMBER 2018-O-045 GRANTING A VARIATION FROM THE PERMITTED ENCROACHMENTS TO PERMIT A DECK AND FENCE TO ENCROACH INTO THE SECONDARY FRONT YARD AT 7289 174TH PLACE (STEPHANIE AND MATTHEW RUSSELL)– **Trustee Glotz**

ACTION: Discussion: The Petitioners, Stephanie and Matthew Russell, are seeking Variations to allow the continuation of their existing non-conforming deck that was built by the previous owner without a permit which encroaches the secondary front yard by thirteen feet (13'). The Zoning Board of Appeals amended the Petitioner's requested motion to reduce the deck's allowable encroachment to ten feet (10') and the size of the deck to 335 square feet. A condition was added that the deck not be expanded or modified in the future beyond a width of ten feet (10').

The Zoning Board of Appeals held a Public Hearing on June 14, 2018 and a motion to recommend approval of the deck variation failed by a vote of 2-2 in accordance with the plans as listed in the "List of Reviewed Plans" in the Staff Report.

The Village's Building Inspector completed an inspection of the deck and noticed that the deck's piers and connections were not constructed with a permit or to building code standards. The Inspector did not believe the deck could be easily modified to meet the building code and would likely need to be reconstructed if it were made to meet the ten foot (10') encroachment.

In addition, the Petitioner wishes to replace a deteriorating non-conforming six foot (6') fence that is built on the property line in the secondary front yard and replace it with a four foot (4') open style fence along the edge of the deck which would also encroach the secondary front yard by thirteen feet (13').

The Zoning Board of Appeals' motion to recommend approval of the fence variation failed by a vote of 1-3 in accordance with the plans as listed in the "List of Reviewed Plans" in the Staff Report. **This Ordinance is eligible for first reading.**

COMMENTS: _____

ITEM #15

SUBJECT: CONSIDER ADOPTING ORDINANCE NUMBER 2018-O-041 AMENDING TITLE IX ENTITLED "GENERAL REGULATIONS" AND CREATING CHAPTER 106 ENTITLED "SMALL WIRELESS FACILITIES" PERTAINING TO THE REGULATION OF SMALL WIRELESS FACILITIES – **Trustee Glotz**

ACTION: Discussion: The proposed Ordinance regulates small cell antenna collocation in public right-of-way. The ordinance regulates small cell antenna to the greatest extent allowed by the Small Wireless Facilities Deployment Act (Public Act 100-0585) recently adopted by the State of Illinois is based on the Illinois Municipal League's model ordinance. The regulations will supersede any Zoning Ordinance requirements for collocated small cell antennas in the right-of-way, however the Zoning Code restrictions will remain intact for any wireless facilities not covered by the Act. **This Ordinance is eligible for adoption**

COMMENTS: _____

ITEM #16

SUBJECT: CONSIDER ADOPTING RESOLUTION 2018-R-042 AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH GOVTEMPSUSA FOR PROVISION OF AN INTERIM COMMUNITY DEVELOPMENT DIRECTOR – **Trustee Glotz**

ACTION: Discussion: It is recommended that the Village renew the Professional Services Agreement with GovTemps that expires July 31, 2018 to fill the position of Interim Community Development Director providing for management and staffing coverage. Entering into this contract will allow the Community Development Department to continue to provide excellent service while the Village hires a new permanent director. The Village has previously utilized the services of GovTemps USA, LLC and has been pleased with their services and the staffing candidates they have offered. GovTemps will be paid \$95.62 per hour, however, the Interim Community Development Director (Paula Wallrich) will be paid \$68.30 per hour by GovTemps (this is a 2.5% increase from last year). The difference covers the employment costs incurred by GovTemps. The Village recently hired Kimberly Clarke as Planning Manager with the intention of having her eventually take on the role of Community Development Director. At that time, Paula would revert back to a 32 hour per week role at a different hourly rate than she had before she became Interim Director. The amendment runs through January 31, 2019, however there is the ability to extend the agreement for an additional six (6) months. This item was discussed at the Community Development Committee meeting that was held on July 10, 2018. Consider authorizing an amendment to an agreement with GovTempsUSA, LLC for provision of an Interim Community Development Director. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #17

SUBJECT: CONSIDER ADOPTING RESOLUTION 2018-R-043 APPROVING A CONTRACT FOR LED STREET LIGHTING REPLACEMENT – PHASE 2 PROJECT TO MEADE ELECTRIC OF MCCOOK, IL - **Trustee Younker**

ACTION: Discussion: Funds in the amount of \$345,080 were included in the current fiscal year for the LED Street Lighting Replacement - Phase 2 Project. Bids were received on June 6, 2018, as follows:

Contractor	As Calculated Bid
Meade Electric, McCook, IL	\$214,438.97
Utility Dynamics Corp., Oswego, IL	\$216,785.00
Edwards Electric Co., Hillside, IL	\$327,350.00
H & H Electric, Franklin Park, IL	\$252,922.10

Staff and the Village Engineer reviewed the bids and found the low bidder to be a responsive and responsible bidder. Meade Electric has performed work for the Village in the past and their performance was deemed to be of satisfactory quality. This item was discussed at the Public Works Committee held prior to the Village Board meeting. Consider awarding a contract to Meade Electric for LED Street Lighting Replacement – Phase 2 Project the amount of \$214,438.97. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #18

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2018-R-044 APPROVING A CONTRACT WITH “D” CONSTRUCTION FOR THE 2019 FISCAL YEAR MUNICIPAL PARKING LOT IMPROVEMENTS – **Trustee Younker**

ACTION: Discussion: The Village maintains various parking lots throughout the Village and contracts the annual maintenance required for the pavement. The project entails curb and gutter removal and replacement, pavement removal and replacement, and pavement markings for the 80th Avenue North Metra Lot, South Street Metra Lot and the Public Safety Building. It also entails some patch work in the Village Hall parking Lot. Six (6) bids were received:

Contractor	Location	As Read Bid	As Calculated Bid
D Construction, Inc.	Coal City, IL	\$437,870.20	\$443,370.20
Iroquois Paving Corp.	Watseka, IL	\$465,400.95	
Gallagher Asphalt	Thornton, IL	\$487,865.53	
Austin Tyler Construction Co.	Elwood, IL	\$517,282.48	
PT Ferro	Joliet, IL	\$574,033.66	\$574,033.89
Lindahl Brothers	Bensenville, IL	\$604,485.20	

The Village budget provides sufficient funds for this project. This item was discussed at the Public Works Committee Meeting on July 10, 2018, and recommended for approval. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #19

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2018-R-045 APPROVING A CONTRACT WITH DENLER INC. FOR FY 2019-FY 2020 CRACK SEALING PROGRAM ROADWAY AND PARKING LOT MAINTENANCE– **Trustee Younker**

ACTION: Discussion: The Village contracts an annual maintenance program to seal pavement cracks on the existing streets throughout the Village. The crack filling material fills the pavement cracks and helps keep most of the water out of the pavement preventing it from seeping into the base and sub base thus slowing the deterioration of the roadways. This project includes seventy-five (75) streets and approximately fourteen (14) miles of pavement. The Village received two (2) bids:

Contractor	Location	As Read Bid
Denler	Mokena, IL	\$125,240
SKC Construction	Elgin, IL	\$180,600

Denler, Inc. was the low bidder in the amount of \$125,240. The Village budget provides sufficient funds for this project. This project has a two (2) one-year extensions at the request of the Village. Any contract extensions will be brought before the Board for approval. This item was discussed at the Public Works Committee Meeting on July 10, 2018, and recommended for approval. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #20

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2018-R-046 APPROVING A CONTRACT WITH IROQUOIS PAVING CORPORATION FOR THE TINLEY PARK CONVENTION CENTER PARKING LOT IMPROVEMENTS– **Trustee Younker**

ACTION: Discussion: Village staff met in March to discuss the potential projects in the TIF District that could be designed and completed prior to the close of the Oak Park Avenue (Convention Center) TIF on December 31, 2018. This project consists of curb and gutter removal and replacement, pavement removal and replacement as well as pavement striping for the Main and South Lots. The Village received eight (8) bids on July 5, 2018:

Contractor	Location	Bid As Read
Iroquois Paving Corp.	Watseka, IL	383,948.90
Gallagher Asphalt Corp.	Thornton, IL	\$390,917.80
Austin Tyler Construction Inc.	Elwood, IL	\$397,595.00
K-Five Construction Corp.	Westmont, IL	\$417,705.10
P.T. Ferro Construction Co.	Joliet, IL	\$434,751.35
D. Construction, Inc.	Coal City, IL	\$439,697.70
J & R 1 st Asphalt, Inc.	Hickory Hills, IL	\$476,343.20
Lindahl Brother, Inc.	Bensenville, IL	\$503,942.70

Iroquois Paving Corporation was the lowest responsible bidder in the amount of \$383,948.90. The Village budget provides sufficient funds for this project. This item was discussed at the Public Works Committee Meeting on July 10, 2018, and recommended for approval. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #21

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2018-R-047 APPROVING A CONTRACT WITH IROQUOIS PAVING CORPORATION FOR THE 183RD STREET RESURFACING PROJECT – **Trustee Younker**

ACTION: Discussion: Village staff met in March to discuss the potential projects in the TIF District that could be designed and constructed prior to the close of the Oak Park Avenue (Convention Center) TIF on December 31, 2018. This project consists of curb and gutter removal and replacement, pavement patching, pavement removal and replacement as well as pavement striping. The Village received six (6) bids on July 5, 2018:

Contractor	Location	Bid as Read
Iroquois Paving Corp.	Watseka, IL	\$350,167.95
P.T. Ferro Construction Co.	Joliet, IL	\$401,167.44
Austin Tyler Construction Inc.	Elwood, IL	\$414,119.19
D. Construction, Inc.	Coal City, IL	\$418,740.25
Gallagher Asphalt Corp.	Thornton, IL	\$428,366.24
K-Five Construction, Corp.	Westmont, IL	\$468,141.40

Iroquois Paving Corporation was the lowest responsible bidder at \$350,167.96. The Village budget provide sufficient funds for this project. This item was discussed at the Public Works Committee Meeting on July 10, 2018, and recommended for approval. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #22

SUBJECT: CONSIDER ADOPTING RESOLUTION 2018-R-048 APPROVING A CONTRACT WITH CRYDER ENTERPRISES FOR THE FIRE HYDRANT PAINTING PROGRAM – **Trustee Younker**

ACTION: Discussion: The Village sought a qualified contractor to prepare and paint approximately 600 Fire Hydrants within the Village. The program provides for a cycle of rotation for repainting hydrants every five (5) years. This year the first cycle includes hydrants in Parkside and three (3) main roads. The selection was done by an RFQ process which were opened on June 19, 2018:

Contractors	Location	Amount
Cryder Enterprises	Minooka, IL	\$49,800
Alpha Paintworks, Inc.	Chicago, IL	\$52,800

Cryder Enterprises has previously painted hydrants in Tinley Park, and the work was deemed to be of acceptable quality. This item was discussed at the July 10, 2018 Public Works Committee meeting and recommended for approval. Consider authorizing a contract with Cryder Enterprises, Inc. for the 2018 Hydrant Painting Program in an amount not to exceed \$50,000. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #23

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2018-R-049 APPROVING A CONTRACT WITH M.E. SIMPSON CO. FOR WATER ASSESSMENT PROGRAM – **Trustee Younker**

ACTION: Discussion: The Village sought a qualified contractor to do a water assessment of our water system which include the following services: **Fire Hydrant Maintenance** (inspect a portion of our hydrants for problems); **Fire Hydrant Flow Testing** (measuring volume of water and pressure coming from hydrant); **Water System Leak Survey** (identify leaks in our water system that are not visible); and **Valve Exercising** (all valves in water system are exercised (opened and closed) and checked). The selection was done by an RFQ process which were opened on June 19th 2018:

Contractors	Location	Amount
M.E. Simpson Co.	Valparaiso, Ind.	\$149,300
National Power Rodding	Chicago, IL	\$337,373

M.E. Simpson Co. has performed these tasks for the Village, and their work has been deemed to be of acceptable quality. This item was discussed at the July 10, 2018 Public Works Committee meeting and recommended for approval. Consider authorizing a contract with M.E. Simpson for the 2018 Water Assessment Program in an amount not to exceed \$163,010. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #24

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2018-R-053 APPROVING A CONTRACT WITH AUSTIN TYLER CONSTRUCTION FOR THE SOUTH STREET RECONSTRUCTION – **Trustee Younker**

ACTION: Discussion: Village staff moved the reconstruction needed in front of the old Bremen Cash Store site forward in accordance with ongoing development plans on both this site and the South Street parcel. The major focus of the project consists of relocating a deep sanitary sewer to accommodate a different building line along South Street and maximizing the potential for development for the vacant parcel. Other components of the project are pavement reconstruction, eliminating an entrance to the Metra lot and landscaped median, water main upgrades, sanitary relocation, pavement striping and temporary landscaping. Four (4) bids were received on July 10, 2018:

Contractors	Location	Amount
Austin Tyler Construction, Inc.	Elwood, IL	\$680,385.75
Ferro Construction Co.	Joliet, IL	\$805,413.49
Abbey Paving	Aurora, IL	\$1,014,610.45 (1,108,621.65 as read)
D Construction Co.	Coal City, IL	\$1,214,283.00

Austin Tyler Construction, Inc. was the lowest responsible bidder in the amount of \$680,385.75. The Village budget provides sufficient funds for this project. This item was discussed at the Committee of the Whole meeting held prior to the Village Board meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #25

SUBJECT: CONSIDER ADOPTING ORDINANCE NUMBER 2018-O-038 AUTHORIZING THE DISPOSAL OF SURPLUS PERSONAL PROPERTY OWNED BY THE VILLAGE OF TINLEY PARK–

Trustee Younker

ACTION: Discussion: Per State Law, an Ordinance must be adopted to declare any Village Property in excess of \$1,000 of estimated value as surplus prior to disposing of or sale to another agency. Based on the age, service condition, mileage, future maintenance costs, and other factors, the following items are deemed to be no longer practical for Village uses and are earmarked for sale or disposal as appropriate. The Village will donate, send to auction or dispose of the following items:

VIN #	Vehicle Number	Year	Manufacturer	Vehicle / Equipment Description
4DRARAFK88A636157	2bus	2008	International	Village Bus
1B8GP34362B578588	20	2002	Dodge	Caravan
#6736029549	121	1995	Wacker	Model RD880V Asphalt Roller
49HAADB46DV11065	99	2005	Sterling	SC8000 Street Sweeper
1HTSDAAN81H373807	31	2001	International	Model 4900 Elliot Aerial Truck
3B7KF26Z81M278040	679	2001	Dodge	Ram 2500, 3/4 Ton Pickup
2FAFP71WX1X192862	678	2001	Ford	Crown Vic
2FAFP71WOYX175806	677	2000	Ford	Crown Vic
2B7HB21Y4NK110293	2-W	1991	Dodge	Tradesman - Van
2P4FP2587YR510693	6M	2000	Dodge	Caravan
2G1WF52K949413155	7M	2004	Chevy	Impala
2FAFP71W65X169844	11M	2005	Ford	Crown Vic
2FAFP71WX5X169846	12M	2005	Ford	Crown Vic
2FAFP71W15X169850	16M	2005	Ford	Crown Vic
2FAFP71W75X110009	10M	2005	Ford	Crown Vic
2FAFP71W75X110012	3M	2005	Ford	Crown Vic
2FAFP71WX6X162431	17M	2006	Ford	Crown Vic
2FAFP71W26X162438	9M	2006	Ford	Crown Vic
2FAFP71W96X162436	3-R	2006	Ford	Crown Vic
2FAFP71V48X105474	8M	2008	Ford	Crown Vic
2FAFP71V98X104496	13M	2008	Ford	Crown Vic
2FAFP71V68X105475	15M	2008	Ford	Crown Vic
2FAFP71V98X180588	8-R	2008	Ford	Crown Vic
1FTSX21568EE48848	3-W	2008	Ford	F250 Pickup
2FAFP71V98X180591	14-M	2008	Ford	Crown Vic
2FAFP71V68X180595	6-R	2008	Ford	Crown Vic
2FAFP71VX8X105477	5-R	2008	Ford	Crown Vic
2FAFP71V78X180590	7-R	2008	Ford	Crown Vic
1GCHK23102F190685	O250	2002	Chevrolet	Pick-up Utility
1GNEK13Z93J296058	O351	2003	Chevrolet	Tahoe - Battalion Unit
1FAHP53U17A165740	234	2007	Ford	Taurus-Fire Prevention Car

This item was discussed at the Administration and Legal Committee meeting held on June 26, 2018.
This Ordinance is eligible for adoption.

COMMENTS: _____

ITEM #26

SUBJECT: CONSIDER ADOPTING ORDINANCE NUMBER 2018-O-035 AMENDING CERTAIN SECTIONS OF THE TINLEY PARK VILLAGE CODE ELIMINATING YEARLY APPOINTMENT REQUIREMENTS FOR POSITIONS BELOW THE DEPARTMENT HEAD LEVEL – **Trustee Younker**

ACTION: Discussion: The Village has had a long standing and unusual practice of requiring all non-union and non-Civil Service full time employees to be appointed annually. In order to improve recruitment retention and employee morale, the Village Manager recommended only continuing annual appointments for the Village Manager and Department Heads. Also included will be the Village Attorney and Engineer which are required to be reappointed every year. All new non-Civil Service full time hires would continue to be appointed by the Mayor and approved by the Village Board. This item was discussed at the Committee of Whole held on June 5, 2018 and recommended for approval.
This Resolution is eligible for adoption.

COMMENTS: _____

ITEM #27

SUBJECT: CONSIDER THE FOLLOWING STAFF APPOINTMENTS FOR THE 2019 FISCAL YEAR – **President Vandenberg**

ACTION: Discussion: The following staff appointments are being made for the 2019 Fiscal Year:

David Niemeyer, Village Manager
Patrick Carr, Assistant Village Manager &
Emergency Management &
Communications Director
Brad Bettenhausen, Treasurer
Forest Reeder, Fire Chief
Denise Maiolo, Human Resource Director

Donna Framke, Marketing Director
Charles Faricelli, Interim Police Chief
Kevin Workowski, Public Works Director
Colby Zemaitis, Village Engineer
Peterson, Johnson & Murray Chicago LLC,
Village Attorneys

Consider appointment of 2019 Fiscal Year Staff members.

COMMENTS: _____

ITEM #28

SUBJECT: CONSIDER ADOPTING ORDINANCE NUMBER 2018-O-046 ESTABLISHING PAY SCALES AND CERTAIN FRINGE BENEFITS FOR EMPLOYEES FOR THE FISCAL YEAR ENDING APRIL 30, 2019 – **Village Manager Niemeyer**

ACTION: Discussion: This Ordinance establishes the pay scales and certain fringe benefits for non-collective bargaining Village employees during the current fiscal year beginning May 1, 2018 and ending April 30, 2019. The recommendation is to increase pay scales 2.5%, for non-collective bargaining employees to keep wages competitive in the market. Additionally, Village staff have worked tirelessly on the new Pay Plan since 2016. As part of the new plan, Management employees will move to a merit based plan starting in May 2019, and all other positions will be evaluated on points with the potential for partial and full step increases. In addition to providing updates to the Village Board, staff have also met with all the Trustees to address concerns and discuss implementation. Consider concurring with the recommendation of Mayor Vandenberg to adopt the proposed pay scales for fiscal year 2019. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #29

SUBJECT: CONSIDER RESOLUTION NUMBER 2018-R-054 APPROVING AN AGREEMENT WITH MC SQUARED ENERGY SERVICES, LLC FOR AN ELECTRICAL AGGREGATION PROGRAM – **Village Manager Niemeyer**

ACTION: Discussion: The current electrical aggregation contract is coming to an end. This year, due to market conditions we will not save money through aggregation, but our aggregation consultant NIMEC is proposing a program that would allow residents to have 100% renewable energy at the same cost as the ComEd rate. **This Ordinance is eligible for first reading.**

COMMENTS: _____

ITEM #30

SUBJECT: CONSIDER ADOPTING ORDINANCE NUMBER 2018-O-042 AMENDING CERTAIN SECTIONS OF TITLE XI CHAPTER 129A ENTITLED “HOTEL ACCOMMODATIONS TAX” PERTAINING TO THE TAXATION UPON THE RENTING, LEASING, OR LETTING OF ANY HOTEL ACCOMMODATIONS IN THE VILLAGE OF TINLEY PARK – **Village Attorney Connelly**

ACTION: Discussion: Since 2014, the Village of Tinley Park participated in litigation with Bedford Park and a number of other municipalities concerning the manner in which online travel companies compute and remit hotel taxes imposed under local municipal ordinances. Following the court’s opinion in this litigation, it was determined that our Municipal Code imposing and regulating the collection and reporting of a Hotel Accommodations Tax required amendment to close the loopholes that permitted online travel companies to avoid collection and remittance of the Village Hotel Tax, or to compute the taxes at a lesser amount than the rate charged in the sale of such hotel accommodations to the final retail customer of such travel companies. This Ordinance replaces Chapter 129A and provides for the technical updates to our Code to implement the recommended changes. This item was discussed at the Committee of the Whole meeting on June 5, 2018, and recommended for approval. **The Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #31

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2018-R-050 AUTHORIZING THE EXECUTION OF A DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK, THE BOARD OF EDUCATION SCHOOL DISTRICT 227, AND THE HARP GROUP, INC. RELATING TO THE HOTEL PROPERTY LOCATED AT 18501 HARLEM AVENUE – **Trustee Berg**

ACTION: Discussion: With the Oak Park Avenue (Convention Center) TIF expiring the Village needs to continue the financial assistance offered during the TIF that offsets the enormous property tax bill on the Holiday Inn property compared to neighboring Will County hotels. Rich Township High School District 227 has agreed to abate taxes for up to 10 years or a total of \$4 million in combination with the Village and Elementary School District 159. This item was discussed at the Committee of the Whole held on June 5, 2018 and recommended for approval. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #32

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2018-R-051 AUTHORIZING THE EXECUTION OF A DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK, THE BOARD OF EDUCATION SCHOOL DISTRICT 159, AND THE HARP GROUP, INC. RELATING TO THE HOTEL PROPERTY LOCATED AT 18501 HARLEM AVENUE – **Trustee Berg**

ACTION: Discussion: With the Oak Park Avenue (Convention Center) TIF expiring the Village needs to continue the financial assistance provided during the TIF that offsets the enormous property tax bill on the Holiday Inn property compared to neighboring Will County hotels. Elementary School District 159 has agreed to abate taxes for up to 10 years or a total of \$4 million in combination with the Village and Rich Township High School District 227. This item was discussed at the Committee of the Whole held on June 5, 2018. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #33

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2018-R-052 APPROVING THE FIRST AMENDMENT TO THE TINLEY PARK CONVENTION CENTER MANAGEMENT CONTRACT BETWEEN THE HARP GROUP, INC, AND THE VILLAGE OF TINLEY PARK – **Trustee Berg**

ACTION: Discussion: The Oak Park Avenue (Convention Center) TIF is expiring and a new developer is looking to purchase the Holiday Inn and assume management of the Village owned convention center. In order to entice the developer to rebrand the hotel with a recognized high end brand and offset the enormous property tax bill on the Holiday Inn compared to neighboring Will County hotels, the Village needs to amend the current management agreement. Part of the tax offset will include the Village increasing the hotel tax by 1% and rebating a portion of this incremental tax during the term of the annual property tax abatements which includes the local school districts. A larger portion of the hotel tax increase will be rebated once the property tax abatements have expired. This item was discussed at the Committee of the Whole held prior to this meeting. This item was discussed at the Committee of the Whole held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #34

SUBJECT: RECEIVE COMMENTS FROM THE BOARD

COMMENTS: _____

ITEM #35

SUBJECT: ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- A. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.
- B. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.
- C. THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY.
- D. COLLECTIVE NEGOTIATING MATTERS BETWEEN THE PUBLIC BODY AND ITS EMPLOYEES OR THEIR REPRESENTATIVES, OR DELIBERATIONS CONCERNING SALARY SCHEDULES FOR ONE OR MORE CLASSES OF EMPLOYEES.
- E. LITIGATION, WHEN AN ACTION AGAINST, AFFECTING OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE 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.

ADJOURNMENT

**MINUTES OF THE REGULAR BOARD MEETING OF THE TRUSTEES,
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,
ILLINOIS, HELD JUNE 19, 2018**

The regular 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 June 19, 2018. President Vandenberg called this meeting to order at 7:38 p.m. and led the Board and audience in the Pledge of Allegiance.

Present and responding to roll call were the following:

Village President:	Jacob C. Vandenberg
Village Clerk:	Kristin A. Thirion
Trustees:	Brian H. Younker Michael J. Pannitto Cynthia A. Berg William P. Brady Michael W. Glotz John A. Curran
Absent:	None
Also Present:	
Village Manager:	David Niemeyer
Assistant Village Manager:	Patrick Carr
Village Attorney:	Patrick Connelly

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

Motion was made by Trustee Younker, seconded by Trustee Pannitto, to approve and place on file the minutes of the Regular Village Board Meeting held on June 5, 2018 and the Special Village Board Meeting held on June 12, 2018. Vote by voice call. President Vandenberg declared the motion carried.

Motion was made by Trustee Brady, seconded by Trustee Pannitto, to adopt and place on file **RESOLUTION NUMBER 2018-R-033 RECOGNIZING JOHN UCHA ON ATTAINING THE RANK OF EAGLE SCOUT**. John Ucha was recognized on attaining the rank of Eagle Scout. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Younker, Pannitto, Berg, Brady, Glotz. Nays: None. Absent: None. President Vandenberg declared the motion carried.

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

Assistant Village Treasurer Pat Carr presented an update on a press release regarding that is posted

on the Village website regarding tularemia and rabbits. This posting explains that this is not a health emergency and states how to properly dispose of any dead animals found on your property.

Community Development Director Paula Wallrich introduced Pat Brown from Two Men and a Truck for the inaugural presentation of Mayor Vandenberg's Business Spotlight to be presented at Village Board meetings. Mr. Brown stated that Two Men and Truck is located at 7420 Duvan Drive. This business has five (5) trucks and has thirty (30) employees. This international company has been in business thirty (30) years and he is happy to be opening a franchise in Tinley Park.

Assistant Public Works Director John Urbanski stated that the fountain to be placed at Zabrocki Plaza is being delivered and installation will begin as soon as it arrives. He also presented an update on the following project: 167TH Street Construction, Hickory Creek Sanitary Sewer, and sewer televising on 167th and 175th Streets.

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

Mike Stuckly asked if there were other candidates for the Trustee position which was filled at this meeting. President Vandenberg stated there was and Trustee Curran was the best fit. He also had questions regarding the Department of Justice litigation. The Board was unable to discuss due to this is pending litigation.

Resident Maureen Dillon thanked those citizens, Village employees, Kurtz Ambulance Employees and Board members who supported her granddaughter, Kierra Fitzmaurice. Kierra organized and ran a lemonade stand fundraiser to support Midwest BBQ for the Brave.

Resident Jim Doyle stated his concerns regarding a pedestrian crossing sign being placed at 163rd Street and Oak Park Avenue.

Motion was made by Trustee Younker, seconded by Trustee Glotz, to consider approving the following Consent Agenda items.

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

- A. CONSIDER REQUEST FROM TINLEY PARK YOUTH BASEBALL TO CONDUCT A QUEEN OF HEARTS RAFFLE THROUGH DECEMBER 31, 2018 WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED \$25,000. THE WINNER BEING DRAWN WEEKLY AT DURBINS TINLEY PARK.
- B. CONSIDER RESOLUTION 2018-R-034 AUTHORIZING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND COMMONWEALTH EDISON FOR THE RECREATIONAL LEASE.
- C. CONSIDER APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND BACKFLOW SOLUTIONS, INC. (BSI) ONLINE TO PROVIDE AND MAINTAIN THE SECURE ONLINE DATABASE TO INSURE A FUNCTIONAL RPZ AND BACKFLOW DEVICE ASSEMBLY TRACKING.
- D. CONSIDER REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, JUNE 23, 2018 ON CREEKSIDE AVENUE BETWEEN 170TH PLACE AND 169TH STREET FROM 12:00P.M. TO 10:00 P.M.

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- E. CONSIDER REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, JULY 21, 2018 ON ARLINGTON STREET BETWEEN PRINCETON AVENUE AND EVERDON DRIVE FROM 12:00 P.M. TO 10:00 P.M.
- F. CONSIDER REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, AUGUST 18, 2018 ON KINSALE DRIVE BETWEEN 9024 AND 9138 FROM 12:00 P.M. TO 10:00 P.M.
- G. CONSIDER REQUEST FROM UNITED SERVICE ORGANIZATIONS OF ILLINOIS, INC. (USO) TO CONDUCT A RAFFLE THROUGH JULY 14, 2018 WITH THE WINNER BEING DRAWN ON JULY 14TH AT APPLE CHEVROLET.
- H. CONSIDER REQUEST FROM PEOPLES ANIMAL WELFARE SOCIETY (P.A.W.S.) ANIMAL SHELTER TO CONDUCT A TAG DAY FUNDRAISER ON JULY 28, 2018 AND JULY 29, 2018 AT CERTAIN INTERSECTIONS IN THE VILLAGE OF TINLEY PARK.
- I. PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$ 2,103,347.80 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED JUNE 8, 2018 AND JUNE 15, 2018

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

Motion was made by Trustee Younker, seconded by Trustee Berg, to adopt and place on file **RESOLUTION 2018-R-032 DECLARING JULY 23 THROUGH JULY 27, 2018 AS "MUNICIPAL TREASURERS WEEK" IN THE VILLAGE OF TINLEY PARK.** Consider declaring July 23 through July 27, 2018 "*Municipal Treasurers Week*" and extend appreciation to the members of our Finance department and to all Municipal Treasurers for the vital services they perform and their outstanding dedication to the communities they represent. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Younker, Pannitto, Berg, Brady, Glotz. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Younker, seconded by Trustee Brady, to **APPOINT JOHN CURRAN TO FILL THE UNEXPIRED TERM OF TRUSTEE MICHAEL MANGIN.** A vacancy in the office of Village Trustee was created as a result of the resignation of Michael Mangin as Village Trustee, which was effective May 21, 2018. Pursuant to State law, the vacancy is to be filled by mayoral appointment, subject to the advice and consent of the Board of Trustees. If an appointment is approved by the Village Board, the new Trustee will be sworn in in accordance with State Law. . President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Younker, Pannitto, Berg, Brady, Glotz. Nays: None. Absent: None. President Vandenberg declared the motion carried.

At this time Clerk Thirion swore in John Curran as Trustee of the Village of Tinley Park to fill the unexpired term of Michael Mangin.

Motion was made by Trustee Glotz, seconded by Trustee Berg, to adopt and place on file **ORDINANCE NUMBER 2018-O-031 GRANTING CERTAIN VARIATIONS FROM SECTION III.J (FENCE REGULATIONS) OF THE ZONING ORDINANCE, TO PERMIT**

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THE CONSTRUCTION OF A FENCE IN THE REQUIRED SECONDARY FRONT YARD AT 17031 WOODSTOCK DRIVE IN THE R-3 (SINGLE-FAMILY RESIDENTIAL) ZONING DISTRICT – JENNIFER & GREGORY ROBERTS, PETITIONERS. The Petitioner, Jennifer & Gregory Roberts, are seeking a Variation from Section III.J.3.a.1 (Fence Regulations) of the Zoning Ordinance, to permit a five foot (5') tall open design fence with additional six inch (6") posts to extend up to ten feet (10') into the required secondary front yard. The Zoning Board of Appeals held a Public Hearing on May 24, 2018 and voted 3-1 to approve the requested Variation in accordance with plans as listed in the "List of Reviewed Plans" in the May 24, 2018 Staff Report. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Younker, Pannitto, Berg, Brady, Glotz. Nays: None. Absent: None. Abstain: Curran. President Vandenberg declared the motion carried.

Motion was made by Trustee Glotz, seconded by Trustee Younker, to adopt and place on file **ORDINANCE NUMBER 2018-O-036 GRANTING A SPECIAL USE PERMIT WITH EXCEPTIONS TO ALLOW A NEW WIRELESS FACILITY (VERIZON WIRELESS) WITHIN THE COMED EASEMENT LOCATED AT 8201 W. 163RD ST.** Discussion: The Petitioner, Bryan Donley on behalf of Verizon Wireless, is seeking Approval for a Special Use Permit for the construction of a new Wireless Facility located within the ComEd Easement at 8201 W. 163rd Street with the following Exceptions and Conditions:

1. A sixty-one (61) foot height Exception from Section III.W.2.A where the height limitation for a free standing tower is 100' ; and
2. The proposed six (6) foot fence shown on the plans around the equipment shelter will be comprised of a vinyl privacy fence taupe in color.
3. The proposed masonry shelter's brick façade will be taupe in color to match the six (6) foot privacy fence around it.
4. Outstanding Public Works and Engineering items must be addressed prior to issuance of a building permit.

This will allow Verizon Wireless to install a 161-foot riser pole tower within an existing ComEd transmission tower and the construction of a masonry shelter to house related equipment enclosed by a six (6) foot privacy vinyl fence. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Younker, Pannitto, Berg, Brady, Glotz. Nays: None. Absent: None. Abstain: Curran. President Vandenberg declared the motion carried.

Motion was made by Trustee Glotz, seconded by Trustee Younker, to adopt and place on file **RESOLUTION NUMBER 2018-R-040 APPROVING THE AGREEMENT BETWEEN MAINTSTAR AND THE VILLAGE OF TINLEY PARK FOR BUILDING PERMIT AND CODE COMPLIANCE SOFTWARE.** Consider approving the proposed Agreement from Maintstar for Building Permit and Code Compliance Software. MaintStar was selected as the preferred vendor for the software which will improve permitting, inspection and plan review services in the Community Development Department. Implementation of the new software will also result in improved customer service by allowing for payment at the Community Development reception area and increased efficiencies with shorter permitting processes. The Agreement outlines the various costs (licensing, maintenance and support) with a total first year cost of \$124,500. The approved budget provided for \$150,000 for software and \$50,000 for maintenance; therefore the Agreement

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represents a savings of \$75,000. This item was discussed at the Community Development Committee meeting held on May 8, 2018 and recommended for approval. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Younker, Pannitto, Berg, Brady, Glotz. Nays: None. Absent: None. Abstain: Curran. President Vandenberg declared the motion carried.

Motion was made by Trustee Glotz, seconded by Trustee Pannitto, to adopt and place on file **RESOLUTION NUMBER 2018-R-038 APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE LAKOTA GROUP AND THE VILLAGE OF TINLEY PARK FOR HARMONY SQUARE DESIGN SERVICES SUBJECT TO ATTORNEY REVIEW.** Consider a proposal for professional design services from Lakota to complete the design for Harmony Square including construction drawings, bid process and construction observation. The proposal is an extension of the 10-month long community engagement process for the design of the downtown plaza. Lakota has submitted a not to exceed amount of \$180,000 with an estimated \$9,000 in expenses. Estimates for specialty sub-consultants range in cost between \$260,000-\$335,000. These costs do not include engineering costs related to public improvements necessary to service the Plaza. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Younker, Pannitto, Berg, Brady, Glotz. Nays: None. Absent: None. Abstain: Curran. President Vandenberg declared the motion carried.

Vehicle	Quantity	Cooperative Bidding Source	Purchase Vendor	Estimated Unit Cost	Estimated Trade-in Value	Estimated Total Cost	Budget
Street Sweeper	1	Sourcewell 022014-FSC	Standard Equipment	\$284,500	\$15,000	\$269,500	\$285,000
Mini Excavator	1	Sourcewell 712791	Martin Implement Westside Tractor	31,800	New	31,800	32,000
Sewer Jet 60' Bucket Truck	1	Suburban Purchasing Cooperative #146	Currie Motors/John Bean	125,000	New	125,000	126,700
Pickup	2	State contract/Sourcewell	International/Power Equipment	292,000	16,000	276,000	292,270
		Suburban Purchasing Cooperative #142	Currie Motors	34,000	New	68,000	73,000
Police SUV	7	Suburban Purchasing Cooperative #152	Currie Motors/Chicago Parts and Sound	43,000	Auction	301,000	317,275
						\$1,071,300	\$1,126,245

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Motion was made by Trustee Younker, seconded by Trustee Brady, to approve **CERTAIN VEHICLE PURCHASES UNDER PURCHASING COOPERATIVE BIDDING SCHEDULES**. In the budget for Fiscal Year 2019, there were several vehicle replacements approved as part of the capital replacement budget. Under the Village's Purchasing Policy, and in accordance with State Statutes, governments can utilize pricing obtained from other purchasing cooperatives, both in-State and Nationwide, in lieu of preparing individual bid specifications for each piece of equipment. Pricing for each vehicle to be replaced has been found on a cooperative purchasing schedule and have been determined to be the best pricing available for the respective vehicles. The schedule below provides a summary of the pricing source, vendors, vehicles, and estimated cost. In some instances, a second vendor is listed for specific accessories installations. The final costs will not be known until a purchase order has been placed.

(* Sourcwell was formerly known as NJPA; National Joint Powers Alliance) As noted, there are sufficient funds budgeted for these vehicle purchases in the FY 2019 budget. These purchases were discussed at the Public Works Committee held on Tuesday June 12, 2018. Consider authorizing the listed vehicle purchases from the identified sources at a total cost not to exceed \$1,126,245.

President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Younker, Pannitto, Berg, Brady, Glotz. Nays: None. Absent: None. Abstain: Curran. President Vandenberg declared the motion carried.

Motion was made by Trustee Younker, seconded by Trustee Berg, to adopt and place on file **RESOLUTION NUMBER 2018-R-036 APPROVING THE SERVICE AGREEMENT WITH TELECOM INNOVATIONS GROUP (TIG) TO PROVIDE AND INSTALL PHONE SYSTEM PBX, PHONE AND VOICEMAIL REPLACEMENTS IN ALL VILLAGE FACILITIES, INSTALLATION AND PERFORMING OF ALL PROGRAMMING**. Tinley Park has requested the services of Municipal Services Consulting (MSC) to evaluate the current phone, voicemail and infrastructure within the village facilities. After thorough evaluation of the existing system, capability requests from multiple departments, requirements for system redundancy, concerns of system obsolescence, and failures to existing voicemail system, an RFP was made available for solution recommendations. The current system has been in operation for over 20 years with ongoing maintenance and equipment failures causing outages. Three (3) submittals were received, evaluated and individually interviewed with the review committee and recommend Telecom Innovations Group (TIG) for the awarding contractor. This item was discussed at the Public Works Committee meeting held on June 12, 2018 and recommended for approval. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Younker, Pannitto, Berg, Brady, Glotz. Nays: None. Absent: None. Abstain: Curran. President Vandenberg declared the motion carried.

Motion was made by Trustee Younker, seconded by Trustee Berg, to approve a change order with **PT FERRO CONSTRUCTION COMPANY FOR THE FY 2019 PMP STREET RESURFACING PROGRAM**. Earlier this year, the Village awarded a competitively bid contract to PT Ferro Construction Company for the pavement maintenance/resurfacing of selected Village streets. The Village has decided to add approximately 0.9 miles of streets within the Odyssey subdivision which will complete the maintenance resurfacing of all streets within the subdivision that meet the obligations of the Village's agreement with the Homeowner's Association. All future building permits issued for this subdivision will be required to provide a cash bond that will cover any damage done to the streets during construction activities. The Village Treasurer has confirmed

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that sufficient funds are available in the Odyssey Street Maintenance Fund to cover this change order for an amount not to exceed \$215,000. The Village finds the following related to the change order:

- The circumstances necessitating the change order were not reasonably foreseeable at the time the contract was signed;
- The changes effected by the change order are germane to the original contract as signed; and
- The changes effected by the change order are in the best interests of the Village and are authorized by law.

This item was discussed at the Committee of the Whole held prior to this meeting. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Younker, Pannitto, Berg, Brady, Glotz. Nays: None. Absent: None. Abstain: Curran. President Vandenberg declared the motion carried.

Motion was made by Trustee Younker, seconded by Trustee Berg, to adopt and place on file **RESOLUTION NUMBER 2018-R-039 AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE BOARD OF EDUCATION OF CONSOLIDATED HIGH SCHOOL DISTRICT 230 (ANDREW H.S.) REGARDING THE INSTALLATION AND MAINTENANCE OF A PUBLIC SAFETY BI-DIRECTIONAL AMPLIFIER.** The Village of Tinley Park and the Board of Education of Consolidated High School District 230 have discussed partnership opportunities to install and maintain a bi-directional amplifier (BDA) for the public safety radio frequencies. The current construction of the facility make RF signal transmission and reception with the dispatch center nearly impossible. The facility was surveyed by local radio technicians and a solution was recommended. The Parties shall mutually agree upon the location of the BDA within Andrew High School. Employees of the School District shall physically install all cabling, antennas, and equipment necessary for the BDA to become operational. The total cost is \$40,397 with each party responsible for one-half (1/2) of the cost of the BDA and installation thereof. This item was discussed at the Public Safety Committee meeting on April 10, 2018 and recommended for approval. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Younker, Pannitto, Berg, Brady, Glotz. Nays: None. Absent: None. Abstain: Curran. President Vandenberg declared the motion carried.

Motion was made by Trustee Younker, seconded by Trustee Brady, to place on first reading **ORDINANCE NUMBER 2018-O-035 AMENDING CERTAIN SECTIONS OF THE TINLEY PARK VILLAGE CODE ELIMINATING YEARLY APPOINTMENT REQUIREMENTS FOR POSITIONS UNDER THE DEPARTMENT HEAD LEVEL.** The village has had a long standing and unusual practice of requiring every full time employee to be appointed annually. In order to improve recruitment and employee morale, the Village Manager recommended only continuing annual appointments for the Village Manager, Department Heads, and positions like the Village Attorney and Engineer that are required to be reappointed every year. All new non Civil Service full time hires would continue to be appointed by the Mayor and approved by the Village Board. This item was discussed at the Committee of Whole held on June 5, 2018 and recommended for approval. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Younker,

Regular Meeting of the Board of Trustees - Minutes

Pannitto, Brady, Glotz. Nays: Berg. Absent: None. Abstain: Curran. President Vandenberg declared the motion carried.

Motion was made by Trustee Younker, seconded by Trustee Brady, to adopt and place of file **RESOLUTION NUMBER 2018-R-035 APPOINTING GOVERNMENT CONSULTING SERVICES OF ILLINOIS (GCSI) AS THE VILLAGE LOBBYIST.** President Vandenberg would like to reappoint Government Consulting Services of Illinois (GCSI) as the Village's lobbyist. Their retainer rate is \$3,000.00 per month, which means they will do as much work as we ask them to do according to what is outlined in the agreement for a fixed price per month. GCSI provides the service of lobbying the county in addition to the state, and also provides the Village Board with quarterly reports. This item was discussed at the Committee of the Whole held on June 5, 2018 and recommended for approval. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Younker, Pannitto, Berg, Brady. Nays: Glotz. Absent: None. Abstain: Curran. President Vandenberg declared the motion carried.

Motion was made by Trustee Younker, seconded by Trustee Berg, to approve **THE PURCHASE & MAINTENANCE CONTRACT FOR SEVEN PRINTER/COPIERS FROM MARTIN WHALEN.** The Village of Tinley Park owns 18 printer/copiers used to assist in the operation of critical business functions. IT has created criteria along with our preferred business partner, Martin Whalen, to define when a printer/copier is close to end of life and needs replacement. Martin Whalen, as a Xerox Company, can participate in State of Illinois Co-Op Negotiated Contract 072691100. This negotiated contract acts as a sufficient cost comparison backup to ensure the Village is receiving a reasonable price from our vendor. Martin Whalen's estimate for 7 printer/copiers is \$59,000. Funding is available in the approved FY19 Capital Projects Budget. Maintenance is included in the approved FY19 Budget. This item was discussion and recommend for approval at the Committee of the Whole held on June 5, 2018. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Younker, Pannitto, Berg, Brady, Glotz. Nays: None. Absent: None. Abstain: Curran. President Vandenberg declared the motion carried.

Motion was made by Trustee Brady, seconded by Trustee Younker, to adopt and place on file **RESOLUTION NUMBER 2018-R-037 AWARDING A CONTRACT TO KURTZ AMBULANCE SERVICE FOR EMERGENCY MEDICAL SERVICES.** The Village's current Emergency Medical Service (EMS) contract expires on July 31, 2018. In April of this year, the Village issued a Request for Proposal (RFP) for EMS and received proposals from three (3) EMS providers. Kurtz Ambulance Service was deemed to have provided the Village with the best proposal based on the RFP requirements, current Village work history and cost proposal. Under the terms of the proposed contract, the contractor will maintain five (5) ambulances dedicated to the Village. All ambulances servicing the Village will be housed in the Village fire stations. The term of the agreement will be three (3) years from August 1, 2018 through July 31, 2021 with two (2), two (2) year renewal options. This item was discussed at the May 15, 2018, Committee of the Whole meeting and recommended for approval. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Younker, Pannitto, Berg, Brady, Glotz. Nays: None. Absent: None. Abstain: Curran. President Vandenberg declared the motion carried.

Regular Meeting of the Board of Trustees - Minutes

Motion was made by Trustee Brady, seconded by Trustee Glotz, to approve **A CONTRACT FOR THE LEASE/PURCHASE OF A TEMPORARY FIRE HOUSE STRUCTURE FROM MAHAFFEY USA AT FIRE STATION 47 (FORMERLY FIRE STATION #2)**. This request includes a 12-month lease of a construction trailer for crew accommodations and the supporting materials to place the trailer on the new fire station site. This cost is approximately an \$18,900 difference from the amount approved at the June 12, 2018 Public Safety Committee meeting, taking into account the Village of Tinley Park Prevailing Wage Ordinance which was not included at that time. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Younker, Pannitto, Berg, Brady, Glotz. Nays: None. Absent: None. Abstain: Curran. President Vandenberg declared the motion carried.

Motion was made by Trustee Brady, seconded by Trustee Younker, to adopt and place on file **ORDINANCE 2018-O-037 AMENDING CERTAIN SECTIONS OF TITLE III CHAPTER 33 OF THE TINLEY PARK VILLAGE CODE ENTITLED "POLICE DEPARTMENT" PERTAINING TO THE CREATION OF THE POSITION OF POLICE COMMANDER**. The Village is looking at hiring a police commander in the current budget, as well as hiring another commander to replace retiring Dep Chief Laurie Mason. This is a management position that should be recruited through a normal internal Village recruiting process as was done in the past when this position previously existed. However, the current Village code states that only the Police Chief and Deputy Police Chief can be hired through the normal recruitment process and all other police positions must be hired through the Civil Service Commission. The Civil Service Commission process would also add months to the recruitment process. This item was discussed at the Public Safety Committee meeting held on June 12, 2018. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Younker, Pannitto, Berg, Brady, Glotz. Nays: None. Absent: None. Abstain: Curran. President Vandenberg declared the motion carried.

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

President Vandenberg presented an update on Cruise Night stating that the Village met with representatives of Cruise Night and a revised plan was agreed upon which still provides a safe environment for participants and attendees to the event.

President Vandenberg stated that the next Village Board meeting will be held on Tuesday, July 17, 2018. The first meeting in July will be cancelled. He wished everyone a Happy and Safe Fourth of July. He congratulated Assistant Village Manager Carr on his upcoming wedding.

Trustee Brady stated that the new fire engine is on its way. Fire Chief Reeder stated the Fire Department is excited to have this engine as part of their fleet.

Trustee Pannitto welcome Trustee Curran to the Village Board and thanked former Trustee Mangin for his work with the Board and wished him well.

Trustee Glotz congratulated Trustee Curran on his appointment to the Village Board.

Motion was made by Trustee Younker, seconded by Trustee Berg, at 9:06 p.m. to adjourn to Executive Session to discuss the following:

- A. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY. 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. DISCUSSION OF MINUTES OF MEETINGS LAWFULLY CLOSED UNDER THIS ACT, WHETHER FOR PURPOSES OF APPROVAL BY THE BODY OF THE MINUTES OR SEMI-ANNUAL REVIEW OF THE MINUTES AS MANDATED BY SECTION 2.06.
- C. 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.

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

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

Motion was made by Trustee Younker, seconded by Trustee Berg, to adjourn the regular Board meeting. Vote by voice call. President Vandenberg declared the motion carried and adjourned the regular Board meeting at 1010 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

DRAFT

TINLEY PARK



Resolution 2018-R-034

RECOGNIZING KIERA FITZMAURICE FOR HER ANNUAL LEMONADE STAND SALES TO BENEFIT LOCAL CHARITIES

WHEREAS, for the fourth consecutive year, Kiera Fitzmaurice has donated all money raised from sales at her summer lemonade stand to local charities; and

WHEREAS, Kiera has made donations to MDA Fill the Boot, The American Brain Tumor Association, the Illinois Fire Safety Alliance "I Am Me" summer camp for childhood burn victims, the Tinley Wish Foundation and, most recently, the Midwest BBQ for the Brave, a charity that raises funds to build adaptive homes for our catastrophically-injured veterans; and

WHEREAS, Kiera features a cookout at her stand that provides free lunch to all first responders in appreciation of their service; and

WHEREAS, Kiera's efforts have been recognized by the Illinois Fire Safety Alliance as well as the Tinley Wish Committee; and

WHEREAS, Kiera's lemonade stand has donated over \$5,430 to date;

NOW, THEREFORE, Be It Resolved by the President and the Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, that July 17th, 2018, be designated as Kiera Fitzmaurice Day in the Village of Tinley Park.

APPROVED this 17th Day of July, 2018

Jacob C. Vandenberg
Village President

Kristin A. Thirion
Village Clerk

Trustee Brian H. Younker

Trustee Michael J. Pannitto

Trustee Cynthia A. Berg

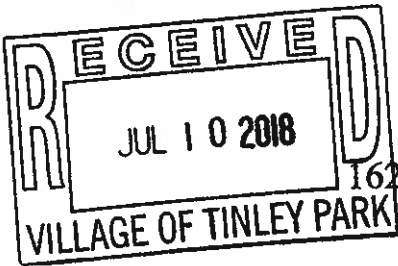
Trustee William P. Brady

Trustee Michael W. Glotz

Trustee John A. Curran

COMMENTS FROM THE STAFF

COMMENTS FROM THE PUBLIC



BLOCK PARTY APPLICATION

Village of Tinley Park

16250 South Oak Park Avenue, Tinley Park, Illinois 60477

Phone: 444-5000

Representative: LESLIE VACIK
Address: _____ Phone: _____
Organization: D-N-A
Specific Location of Party: 181ST ST, RIDGE/AND TO 65TH AVE
Request Date: SAT 08/18/18
Time: 12 a.m./6p.m. To: 10 a.m./6p.m.
Purpose: BLOCK PARTY - NEIGHBOR GET TOGETHER
Person or Persons In Charge:
Name: S/A ABOVE Phone: _____
Name: PATRICIA SEDDOOK Phone: _____
Name: _____ Phone: _____
Number of Barricades Needed: 6 DO NOT USE VEHICLES AS BARRICADES.

PLEASE NOTE

The applicants have the responsibility of ascertaining that the street is not blocked in such a manner as to cause delay in the performance of emergency duties by the police department, fire department, ambulance or public works department. It is recommended that there be no parking on the hydrant side of the street. (moveable road block, refreshments served from curb, no large vehicles parked on street, no entertainment, music boxes or band blocking street).

A person or persons shall be responsible for the removal of any road block in the event of an emergency.

The applicants are responsible for any injury, damage to property or illegal actions during the block party.

The applicants are responsible for maintaining order and obedience to the village, county, and state laws.

In the event that there should be directive, written or oral, from the police department to discontinue the party for proper reasons, then the applicants must comply.

Signed: Patricia Seddook

VILLAGE USE ONLY

Fire Chief: Approved ☐ Not Approved ☐

Police Chief: Approved ☐ Not Approved ☐

Village Clerk: Approved ☐ Not Approved ☐

Permits & Licenses Committee: _____

BLOCK PARTY APPLICATION

Village of Tinley Park
16250 South Oak Park Avenue, Tinley Park, Illinois 60477
Phone: 444-5000

Representative: Nate Gross
Address: _____ Phone: _____
Organization: _____
Specific Location of Party: (Lilac Ln) corner of Lilac Ln/Henry Ln thru 17646 Lilac Ln
Request Date: 8-4-18
Time: noon a.m./p.m. To: 10:00 PM a.m./p.m.
Purpose: Yearly Block Party
Person or Persons In Charge:
Name: Nate Gross Phone: _____
Name: _____ Phone: _____
Name: _____ Phone: _____
Number of Barricades Needed: 4 DO NOT USE VEHICLES AS BARRICADES.

PLEASE NOTE

The applicants have the responsibility of ascertaining that the street is not blocked in such a manner as to cause delay in the performance of emergency duties by the police department, fire department, ambulance or public works department. It is recommended that there be no parking on the hydrant side of the street. (moveable road block, refreshments served from curb, no large vehicles parked on street, no entertainment, music boxes or band blocking street).

A person or persons shall be responsible for the removal of any road block in the event of an emergency.

The applicants are responsible for any injury, damage to property or illegal actions during the block party.

The applicants are responsible for maintaining order and obedience to the village, county, and state laws.

In the event that there should be directive, written or oral, from the police department to discontinue the party for proper reasons, then the applicants must comply.

Signed: _____

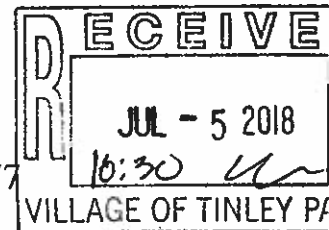
VILLAGE USE ONLY

Fire Chief:	Approved <input type="checkbox"/>	Not Approved <input type="checkbox"/>
Police Chief:	Approved <input type="checkbox"/>	Not Approved <input type="checkbox"/>
Village Clerk:	Approved <input type="checkbox"/>	Not Approved <input type="checkbox"/>

Permits & Licenses Committee: _____

BLOCK PARTY APPLICATION

Village of Tinley Park
16250 South Oak Park Avenue, Tinley Park, Illinois 60477
Phone: 444-5000



Representative: TIM KEATING / JIM KOZIK / RACHA GRASKOFF
Address: 2 Phone: _____
Organization: CLEARVIEW 8 CONDOMINIUM ASSOC.
Specific Location of Party: PINE DRIVE BETWEEN ASHLEY & ASPEN
Request Date: AUGUST 4, 2018
Time: 3:00 a.m./(p.m.) To: 8:30 a.m./(p.m.)
Purpose: BLOCK PARTY
Person or Persons In Charge:
Name: CAROLYN KETHKART Phone: _____
Name: TIM KEATING Phone: _____
Name: JIM KOZIK Phone: _____
Number of Barricades Needed: 4 DO NOT USE VEHICLES AS BARRICADES.

PLEASE NOTE

The applicants have the responsibility of ascertaining that the street is not blocked in such a manner as to cause delay in the performance of emergency duties by the police department, fire department, ambulance or public works department. It is recommended that there be no parking on the hydrant side of the street. (moveable road block, refreshments served from curb, no large vehicles parked on street, no entertainment, music boxes or band blocking street).

A person or persons shall be responsible for the removal of any road block in the event of an emergency.

The applicants are responsible for any injury, damage to property or illegal actions during the block party.

The applicants are responsible for maintaining order and obedience to the village, county, and state laws.

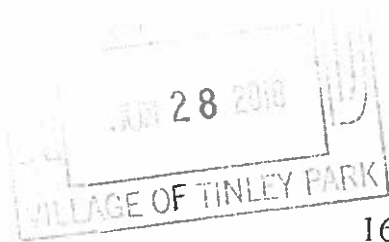
In the event that there should be directive, written or oral, from the police department to discontinue the party for proper reasons, then the applicants must comply.

Signed: Tim E. Keating

VILLAGE USE ONLY

Fire Chief:	Approved <input type="checkbox"/>	Not Approved <input type="checkbox"/>
Police Chief:	Approved <input type="checkbox"/>	Not Approved <input type="checkbox"/>
Village Clerk:	Approved <input type="checkbox"/>	Not Approved <input type="checkbox"/>

Permits & Licenses Committee: _____



BLOCK PARTY APPLICATION

Village of Tinley Park

16250 South Oak Park Avenue, Tinley Park, Illinois 60477

Phone: 444-5000

Representative: Tony Castillo

Address: _____

Phone: _____

Organization: _____

Specific Location of Party: Shetland Drive - Turnberry Ln to Tayside Ln

Request Date: August 4th

Time: 10 a.m./p.m. To: 10 a.m./p.m.

Purpose: Civic Pride

Person or Persons In Charge:

Name: Tony Castillo

Phone: _____

Name: Leah Castillo

Phone: _____

Name: _____

Phone: _____

Number of Barricades Needed: 4

DO NOT USE VEHICLES AS BARRICADES.

PLEASE NOTE

The applicants have the responsibility of ascertaining that the street is not blocked in such a manner as to cause delay in the performance of emergency duties by the police department, fire department, ambulance or public works department. It is recommended that there be no parking on the hydrant side of the street. (moveable road block, refreshments served from curb, no large vehicles parked on street, no entertainment, music boxes or band blocking street).

A person or persons shall be responsible for the removal of any road block in the event of an emergency.

The applicants are responsible for any injury, damage to property or illegal actions during the block party.

The applicants are responsible for maintaining order and obedience to the village, county, and state laws.

In the event that there should be directive, written or oral, from the police department to discontinue the party for proper reasons, then the applicants must comply.

Signed: Anthony D. Castillo

VILLAGE USE ONLY

Fire Chief: Approved ☐ Not Approved ☐

Police Chief: Approved ☐ Not Approved ☐

Village Clerk: Approved ☐ Not Approved ☐

Permits & Licenses Committee: _____

JUN 25 2018

BLOCK PARTY APPLICATION

VILLAGE OF TINLEY PARK

16250 South Oak Park Avenue; Tinley Park, Illinois 60477

Phone: 708-444-5000

REPRESENTATIVE: Katie Ossowski TITLE: _____
ADDRESS: _____ PHONE: _____
ORGANIZATION: _____
SPECIFIC LOCATION OF PARTY: on Castle Drive Between 84th Ave & 175th Ave
REQUEST DATE: Aug 4, 2018 DAY: 4th TIME: 3 P.M. TO 10 P.M. - Saturday
ALTERNATE DATE: _____
PURPOSE: Neighborhood Get together!
PERSON OR PERSONS IN CHARGE: Katie Ossowski PHONE: _____
Heather Estrada PHONE: _____
Robyn Forst PHONE: _____

PLEASE NOTE:

The applicants have the responsibility of ascertaining that the street is not blocked in such a manner as to cause delay in the performance of emergency duties by the Police Department, Fire Department, Ambulance or Public Works Department. It is recommended that there be "NO PARKING" on the hydrant side of the street. (Moveable road block, refreshments served from the curb. No large vehicles parked on the street. No entertainment, music boxes or band blocking the street).

A person or persons shall be responsible for the removal of any road block in the event of an emergency.

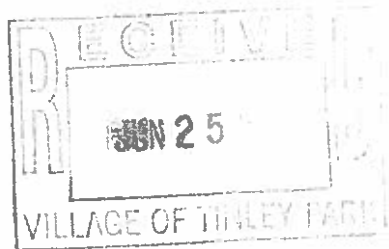
The applicants are responsible for any injury, damage to property or illegal actions during the block party.

The applicants are responsible for maintaining order and obedience to the Village, County, and State Laws.

In the event that there should be directive, written or oral, from the Police Department to discontinue the party for proper reasons, then the applicants must comply.

SIGNED K. Ossowski

Fire Chief: _____ APPROVED: _____ NOT APPROVED: _____
Police Chief: _____ APPROVED: _____ NOT APPROVED: _____
Village Clerk: _____ APPROVED: _____ NOT APPROVED: _____
Permits & Licenses Committee: _____



RAFFLE LICENSE APPLICATION

VILLAGE OF TINLEY PARK
16250 South Oak Park Avenue

DATE: 6/18/18

1. NAME OF ORGANIZATION: Crisis Center for South Suburbia
2. ADDRESS: PO Box 39, Tinley Park, IL 60477
3. MAILING ADDRESS IF DIFFERENT FROM ABOVE:

4. ADDRESS OF PLACE FOR RAFFLE DRAWING
Silver Lake Country Club, 14700 S. 82 Ave. Orland park 60462
5. CHECK TYPE OF NOT-FOR-PROFIT ORGANIZATION: *(MUST BE IN EXISTENCE FOR A PERIOD OF FIVE (5) YEARS AND ATTACHED DOCUMENTARY EVIDENCE)*
RELIGIOUS ☐ CHARITABLE ☒ LABOR ☐ FRATERNAL ☐
EDUCATIONAL ☐ VETERANS ☐ BUSINESS ☐
6. HOW LONG HAS THE ORGANIZATION BEEN IN EXISTENCE: 39 years
7. PLACE AND DATE OF INCORPORATION: Illinois, April 1979
8. NUMBER OF MEMBERS IN GOOD STANDING: _____
9. PRESIDENT/CHAIRPERSON: Pamela Kostecki, Executive Director
ADDRESS: Same PHONE: _____
10. RAFFLE MANAGER: Jessica Brooks
ADDRESS: Same
PHONE: _____ Email: _____
11. DESIGNATED MEMBER(S) RESPONSIBLE FOR CONDUCT & OPERATION OF RAFFLE:
NAME: Jessica Brooks, Special Events Manager
ADDRESS: _____ PHONE: _____
NAME: _____
ADDRESS: _____ PHONE: _____

(ATTACHED ADDITIONAL SHEET IF NECESSARY)

RAFFLE INFORMATION

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

June 20 2018-August 14 2018; Monday through Sunday

13. LOCATION OF TICKET SALES:

Illinois

14. LOCATION FOR DETERMINING WINNERS:

Silver Lake Country Club

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

Tuesday, August 14 2018

16. TOTAL RETAIL VALUE OF ALL PRIZES:

\$8,000

(MAXIMUM PRIZE AMOUNT \$250,000)

17. MAXIMUM RETAIL VALUE OF EACH PRIZE:

\$1,000

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

6.00 or 6 for \$30.00

19. § 132.38 FIDELITY BOND REQUIRED

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

FIDELITY BOND ☐ WAIVER OF BOND STATEMENT BY ORGANIZATION ☐

"The undersigned attest that the above named organization is an organized not-for-profit under the law of the State of Illinois and has been continuously in existence for five (5) years, preceding date of this application, and that during this entire five (5) year period preceding date of application, it has maintained a bona fide membership actively engaged in carrying out its 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: Crisis Center for South Suburbia

EXECUTIVE DIRECTOR: Paula A. [Signature]



Crisis Center for South Suburbia

P.O. Box 39
Tinley Park, IL 60477
Phone: 708-429-7255 | Fax: 708-429-7293
info@crisisctr.org

June 20, 2018

Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477

To Whom It May Concern:

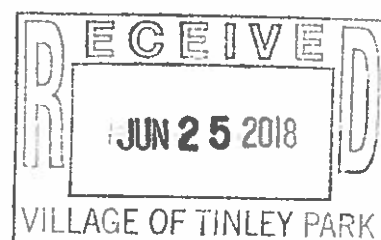
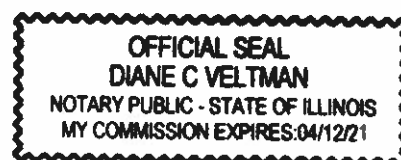
This letter will notify you that the Crisis Center for South Suburbia has decided to waive the fidelity bond requirement for the raffle baskets and prizes we will have at the Dianne Masters Charity Golf Outing to be held on August 14, 2018 at Silver Lake County Club, Orland Park, IL.

Sincerely,

Pamela A. Kostecki
Executive Director

State of Illinois
County of Cook

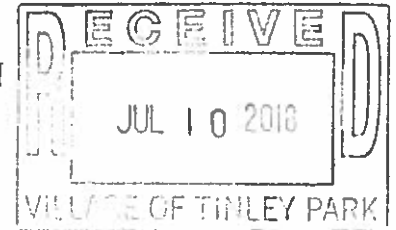
Signed before me this 20th day of June, 2018.



RAFFLE LICENSE APPLICATION

VILLAGE OF TINLEY PARK
16250 South Oak Park Avenue

DATE: 6-21-18



1. NAME OF ORGANIZATION: ST COLETTA'S OF IL FOUNDATION
2. ADDRESS: 18350 CROSSING DR - TINLEY PARK, IL
3. MAILING ADDRESS IF DIFFERENT FROM ABOVE:

4. ADDRESS OF PLACE FOR RAFFLE DRAWING
3500 LACEY RD, DOWNERS GROVE, IL
5. CHECK TYPE OF NOT-FOR-PROFIT ORGANIZATION: (MUST BE IN EXISTENCE FOR A PERIOD OF FIVE (5) YEARS AND ATTACHED DOCUMENTARY EVIDENCE)
RELIGIOUS ☒ CHARITABLE ☒ LABOR ☐ FRATERNAL ☐
EDUCATIONAL ☐ VETERANS ☐ BUSINESS ☐
6. HOW LONG HAS THE ORGANIZATION BEEN IN EXISTENCE: 1985
7. PLACE AND DATE OF INCORPORATION: SEPT, 1985
8. NUMBER OF MEMBERS IN GOOD STANDING: 4
9. PRESIDENT/CHAIRPERSON: ANDREA JUSTIN
ADDRESS: 18350 CROSSING DR. - TINLEY PK PHONE: 708 342 5200
10. RAFFLE MANAGER: BRITTNEY BENNETT
ADDRESS: 15041 DICKMOW CT, DOLTON, IL
PHONE: 708 342 5200 Email: INFORMATION@STCOLETTA-IL.ORG
11. DESIGNATED MEMBER(S) RESPONSIBLE FOR CONDUCT & OPERATION OF RAFFLE:
NAME: ANDREA JUSTIN
ADDRESS: 18350 CROSSING DR PHONE: _____
NAME: JEFF KUWALIS
ADDRESS: 3300 W 154TH - TINLEY PHONE: _____

(ATTACHED ADDITIONAL SHEET IF NECESSARY)

RAFFLE INFORMATION

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

MONDAY THRU FRIDAY - AUGUST 1 THRU NOVEMBER 9

13. LOCATION OF TICKET SALES:

TINLEY PARK, IL

14. LOCATION FOR DETERMINING WINNERS:

ESPLANADE WALKS, 3500 LACEY RD, DOWNERS GROVE

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

FRIDAY, NOVEMBER 9

16. TOTAL RETAIL VALUE OF ALL PRIZES:

\$ 29,500
(MAXIMUM PRIZE AMOUNT \$250,000)

17. MAXIMUM RETAIL VALUE OF EACH PRIZE:

\$ 2500; (4) 1,000, 500

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

160.00

19. § 132.38 FIDELITY BOND REQUIRED

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

FIDELITY BOND ☒ WAIVER OF BOND STATEMENT BY ORGANIZATION ☒

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

NAME OF ORGANIZATION: ST. COLETTA'S OF FOUNDATION

EXECUTIVE DIRECTOR:

ANNETTE SKAFSGARD

Western Surety Company

RAFFLE MANAGER BOND

Bond No. 63711530

KNOW ALL PERSONS BY THESE PRESENTS:

That we, St. Coletta's of Illinois Foundation, as Principal,
and WESTERN SURETY COMPANY, a corporation duly organized and doing business under and by virtue
of the laws of the state of South Dakota and authorized to do surety business in the state of Illinois, as
Surety, are held and firmly bound unto Village of Tinley Park, as Obligee, in the sum of
Sixty Thousand and 00/100 Dollars (\$60,000.00),
for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, firmly by these presents.

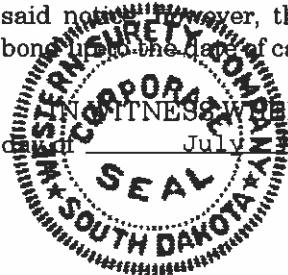
THE CONDITION of the above obligation is such that the Principal is required by the provisions of 230
ILCS 15/5 to furnish this bond.

NOW, THEREFORE, if the Principal shall honestly perform his/her duties as raffle manager, then this
obligation shall be void; otherwise to remain in full force and effect.

The bond shall be effective from July 9, 2018 through July 9, 2019,
unless cancelled by the Surety as provided below. The aggregate liability of the Surety, regardless of the
number of claims made against the bond or how long the bond remains in force, shall in no event exceed
the amount set forth above. Any revision of the bond amount shall not be cumulative.

This bond may be cancelled by the Surety as to future liability by giving written notice to the Obligee,
stating the date of cancellation, which in no event shall be less than thirty (30) days after the mailing of
said notice. However, the Surety shall remain liable for any and all acts of the Principal covered by this
bond up to the date of cancellation.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this 9th
July, 2018.



Principal

WESTERN SURETY COMPANY, Surety

By Paul T. Bruffat
Paul T. Bruffat, Vice President

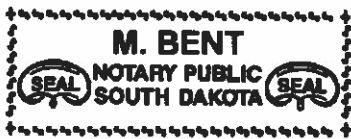
ACKNOWLEDGMENT OF SURETY

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 9th day of July, 2018, before me, the undersigned officer,

personally appeared Paul T. Bruflat, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



M. Bent

Notary Public, South Dakota

My Commission Expires March 2, 2020

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls
State of South Dakota, its regularly elected Vice President
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One RAFFLE MANAGER VILLAGE OF TINLEY PARK

bond with bond number 63711530

for ST. COLETTA'S OF ILLINOIS FOUNDATION

as Principal in the penalty amount not to exceed: \$60,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by
Vice President with the corporate seal affixed this 9th day of July,
2018.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

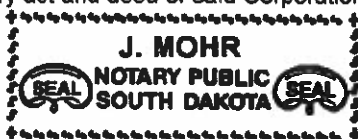
WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 9th day of July, 2018, before me, a Notary Public, personally appeared
Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



My Commission Expires June 23, 2021

J. Mohr

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



Dr. Shawn M. Olson
*Assistant
Superintendent*

Michael L. Andreshak
*Director of
Business Services*



KIRBY SCHOOL DISTRICT 140

Julia L. Mikulich
Superintendent

Mary T. Dwyer
*Director of
Special Services*

Dr. Kristine L. Roth
*Director of
Curriculum*

July 9, 2018

Mr. Brad L. Bettenhausen, Treasurer
Village of Tinley Park
16250 Oak Park Avenue
Tinley Park, IL 60477

Dear Mr. Bettenhausen:

We are aware of the limited construction activities that generate impact fees. However, periodically we will request payout of impact fees collected on behalf of the School District. Our last request was in January 2018.

Thank you for your attention regarding this matter.

Sincerely,

Michael L. Andreshak
Director of Business Services

MLA:sh

84.5% - 23106
Through June 2018
\$12 July 2018

vchlist
06/22/2018 10:32:49AM

Voucher List
Village of Tinley Park

Page: 1

Bank code : ap_py

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126175	6/22/2018	004640 HEALTHCARE SERVICE CORPORATION	PR070118		A/C#271855-HEALTH INS-JUNE PM 86-00-000-20430	15,189.85
Total :						15,189.85
1 Vouchers for bank code : ap_py						Bank total : 15,189.85

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177121	6/22/2018	004640 HEALTHCARE SERVICE CORPORATION	AP070118		A/C#271855-HEALTH INS EXPENSE	
					01-23-000-72435	424.09
					01-17-205-72435	424.09
					01-23-000-72435	424.09
					01-25-000-72435	435.16
					60-00-000-72435	435.16
					01-25-000-72435	870.32
					01-23-000-72435	424.09
					01-17-205-72435	331.15
					01-23-000-72435	1,010.04
					01-33-300-72435	848.18
					01-23-000-72435	424.09
					60-00-000-72435	424.09
					01-24-000-72435	1,010.04
					01-17-220-72430	-1.35
					Total :	7,483.24
1 Vouchers for bank code : apbank						Bank total : 7,483.24
2 Vouchers in this report						Total vouchers : 22,673.09

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

vchlist
06/22/2018 10:06:45AM

Voucher List
Village of Tinley Park

Page: 1

Bank code : ap_py

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126172	6/22/2018	016864 ANTHEM BLUE CROSS BLUE SHIELD	PR000051836547		HEALTH INS-JUNE PMT/JULY - SEP 86-00-000-20430	360.68
					Total :	360.68
126173	6/22/2018	016864 ANTHEM BLUE CROSS BLUE SHIELD	PR000051807444		HEALTH INS-JUNE PMT/JULY - SEP 86-00-000-20430	292.95
					Total :	292.95
126174	6/22/2018	003127 BLUE CROSS BLUE SHIELD	PR070118		IL065LB000001212-0 HEALTH INS E 86-00-000-20430	1,472.50
					Total :	1,472.50
3 Vouchers for bank code : ap_py						Bank total : 2,126.13

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177009	6/22/2018	014739 3M	TP31634	VTP-015908	SIGN MATERIAL 01-23-000-73830	408.00
Total :						408.00
177010	6/22/2018	003153 AC BRETT EQUIPMENT CORP	259395		STROBE TUBE AMBER GLASS 01-23-000-72530	269.52
Total :						269.52
177011	6/22/2018	002734 AIR ONE EQUIPMENT, INC	133375		HOSE 01-19-000-74184	679.90
			133610	VTP-015917	R&M MACHINERY AND EQUIPMENT 01-19-000-72530	1,275.00
					01-19-000-72530	12.55
			133646		BOOTS 01-24-000-73845	248.35
Total :						2,215.80
177012	6/22/2018	002856 AIRY'S, INC	22481		MH REPAIR ALONG HICKORY 61-00-000-75305	51,624.00
Total :						51,624.00
177013	6/22/2018	002628 AMERICAN WATER	4000147625		MONTHLY RATE FOR MAY'18 60-00-000-73225	455.67
Total :						455.67
177014	6/22/2018	002424 AMERICAN WATER WORKS ASSOC	7001563608		MEMBERSHIP KEVIN WORKOWSKI 01-23-000-72720	105.50
					60-00-000-72720	105.50
Total :						211.00
177015	6/22/2018	002424 AMERICAN WATER WORKS ASSOC	7001570824		#00953980 PHIL MITCHELL MEMBE 60-00-000-72720	83.00
Total :						83.00
177016	6/22/2018	016864 ANTHEM BLUE CROSS BLUE SHIELD	AP000051836547		HEALTH INS EXPENSE-JUNE PMT/L 60-00-000-72435	360.67
Total :						360.67

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177017	6/22/2018	016864 ANTHEM BLUE CROSS BLUE SHIELD	AP000051807444		HEALTH INS EXPENSE-JUNE PMT/L 60-00-000-72435	292.95
					Total :	292.95
177018	6/22/2018	002537 AURELIO'S PIZZA	47		PIZZAS 01-11-000-72220	65.16
					Total :	65.16
177019	6/22/2018	018614 BARRON, ANNETTE & BRIAN	Ref001362184		UB Refund Cst #00469074 60-00-000-20599	99.17
					Total :	99.17
177020	6/22/2018	010953 BATTERIES PLUS - 277	277-P2546634		BATTERIES 14-00-000-74150	140.00
					Total :	140.00
177021	6/22/2018	012511 BEST BUY BUSINESS ADVANTAGE	3283030		**** 5339 AV CABLE,HDMI,SMART V 01-35-000-72982	94.97
					Total :	94.97
177022	6/22/2018	002974 BETTENHAUSEN CONSTRUCTION SERV	180073	VTP-015924	CONCRETE WORK 60-00-000-73770	1,325.00
			180074		STREET SWEEPINGS,WOOD CHIP 01-23-000-72890	750.00
			180075		HAULING STONES 60-00-000-73860	90.00
					01-23-000-73860	45.00
					70-00-000-73860	15.00
					Total :	2,225.00
177023	6/22/2018	015194 BEVERLY ENVIRONMENTAL LLC	30493		APPLE POND (S/W SIDES) & CREEK 01-23-000-72881	187.52
			30494		80TH PARKWAYS 159-163 ST 01-23-000-72881	237.52
			30496		HILLCREST POND (DRY) N. SIDE O 01-23-000-72881	375.00
			30509		76TH AVE MEDIANS - 161ST ST TO	

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177023	6/22/2018	015194 BEVERLY ENVIRONMENTAL LLC	(Continued)			
			30510		01-23-000-72881 HELEN KELLER POND & PARKWAY	400.00
			30511		01-23-000-72881 POND N AND S SIDE OF 168TH ST	262.52
			30512		01-23-000-72881 167TH ST PARKWAY, N SIDE ALONG	312.52
			30513		01-23-000-72881 80TH AVE PARKWAYS 5 (WEST SIDE)	200.00
			30514		01-23-000-72881 LAKE VILLA POND (PERIMETER) LA	187.52
			30516		01-23-000-72881 CHERRY HILL POND AND CREEKSIDE	212.52
			30517		01-23-000-72881 PLUM CT POND	375.00
			30520		01-23-000-72881 CREEKSIDE DITCH - EAST AND WEST	250.00
			30523		01-23-000-72881 WATERFORD POND (DRY) AT 169TH	200.00
			30525		01-23-000-72881 POND F/EASEMENT BEHIND GRISS	275.00
			30538		01-23-000-72881 171ST ST AND OLCOTT POND (DRY)	350.00
			30540		01-23-000-72881 171ST ST PKWY - 92ND AVE TO 88TH	625.00
			30544		01-23-000-72881 TIMBERS POND 88TH AVE & 175TH	187.52
			30552		01-23-000-72881 POST 3 LIFT STATION AND 175TH S	225.00
			30554		01-23-000-72881 175TH ST PKWY AND POND (DRY),	250.00
			30560		01-23-000-72881 TINLEY DOWNS (MOWED WEEKLY)	400.00
			30561		01-23-000-72881 POND AREA N OF 172ND AND E OF	600.00
			30738		01-23-000-72881 JUNE'18 LANDSCAPE BED - 76TH A	150.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177023	6/22/2018	015194 BEVERLY ENVIRONMENTAL LLC	(Continued)			
					01-23-000-72881	575.00
			30739		JUNE'18 LANDSCAPE BED - MENAF	
					01-23-000-72881	300.00
			30740		JUNE'18 LANDSCAPE BED VILLAGE	
					01-25-000-72881	550.00
			30741		JUNE'18 LANDSCAPE BED - POST	
					60-00-000-72881	150.00
			30742		JUNE'18 LANDSCAPE BED - 167TH	
					01-23-000-72881	260.00
			30746		JUNE'18 LANDSCAPE BED - FIRE S	
					01-25-000-72881	180.00
			30747		JUNE'18 LAGRANGE RD MEDIANS	
					01-23-000-72881	1,000.00
			30752		JUNE'18 LANDSCAPE BED - ESDA -	
					01-25-000-72881	450.00
			30754		JUNE'18 LANDSCAPE BED - OAK P	
					70-00-000-72881	571.43
			30755		JUNE'18 LANDSCAPE BED - OAK P	
					70-00-000-72881	428.57
			30756		JUNE'18 LANDSCAPE BED - 183RD	
					01-23-000-72881	428.57
			30757		JUNE'18 LANDSCAPE BED - POLICI	
					01-25-000-72881	215.00
			30758		JUNE'18 LANDSCAPE BED - 80TH A	
					70-00-000-72881	500.00
			30760		JUNE'18 LANDSCAPE BED - 92ND A	
					01-23-000-72881	428.57
			31008		TINLEY DOWNS (MOWED WEEKLY	
					01-23-000-72881	180.00
					Total :	12,479.78
177024	6/22/2018	015194 BEVERLY ENVIRONMENTAL LLC	30515		POST 7 - 164TH AND HARLEM AVE	
					01-23-000-72881	62.52
			30521		167TH ST PARKWAY, SOUTH SIDE	
					01-23-000-72881	62.52
			30522		WATERFORD POND EASEMENT AT	

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177024	6/22/2018	015194 BEVERLY ENVIRONMENTAL LLC	(Continued)			
			30524		01-23-000-72881 171ST ST FROM 84TH TO GRISSOM	65.64
			30526		01-23-000-72881 POST 5 - BAYBERRY PLAZA GUAR	65.64
			30531		01-23-000-72881 167TH ST GUARDRAIL BY CREEK 7	100.00
			30532		01-23-000-72881 171ST ST PARKWAY (N. SIDE) FROI	62.52
			30533		01-23-000-72881 80TH AVE PARKWAYS (E. SIDE) 167	100.00
			30534		01-23-000-72881 POND F - 168TH PL AND SANDY LN	125.00
			30535		01-23-000-72881 MIDLOTHIAN CREEK AND (BTW 170	137.52
			30539		01-23-000-72881 88TH AVE PKWY - 172ND TO 174TH	137.52
			30541		01-23-000-72881 THURNBERRY LN/SKETLAND DR V	65.64
			30542		01-23-000-72881 171ST ST AND MILL RUN CT VACAN	65.64
			30546		01-23-000-72881 175TH ST PKWY - 84TH AVE TO CR	62.52
			30547		01-23-000-72881 84TH AVE PKWY AT CREEK - 171ST	68.76
			30549		01-23-000-72881 171ST ST PKWY - 80TH TO OZARK	100.00
			30551		01-23-000-72881 80TH AVE AND DOONEEN - POND A	65.64
			30553		01-23-000-72881 POST 3 - OZARK EASEMENT W SID	100.00
			30555		01-23-000-72881 BRISTOL PARK POND (N/E SIDES) /	81.24
			30743		01-23-000-72881 JUNE'18 LANDSCAPE BED - MEDIA	100.00
			30744		01-23-000-72881 JUNE'18 LANDSCAPE BED - POST	80.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177024	6/22/2018	015194 BEVERLY ENVIRONMENTAL LLC	(Continued)			
			30745		60-00-000-72881 JUNE'18 LANDSCAPE BED - CHRIS'	110.00
			30748		01-23-000-72881 JUNE'18 LANDSCAPE BED - POST	90.00
			30749		60-00-000-72881 JUNE'18 171ST ST MEDIAN (JUST E	100.00
			30750		01-23-000-72881 JUNE'18 LANDSCAPE BED - OAK P	142.86
			30751		01-25-000-72881 JUNE'18 LANDSCAPE BED - VOGT I	90.00
			30753		01-23-000-72881 JUNE'18 LANDSCAPE BED - SUBW	110.00
			30759		01-25-000-72881 JUNE'18 LANDSCAPE BED - BERM	100.00
			30761		01-25-000-72881 JUNE'18 LANDSCAPE BED - BROOK	125.00
			30762		01-23-000-72881 JUNE'18 LANDSCAPE BED - POST	150.00
			30763		60-00-000-72881 JUNE'18 LANDSCAPE BED - BED A	125.00
			30764		01-23-000-72881 JUNE'18 LANDSCAPE BED - 159TH	100.00
			30765		01-23-000-72881 JUNE'18 LANDSCAPE BED - 159TH	65.00
			30766		01-23-000-72881 JUNE'18 LANDSCAPE BED - 159TH	65.00
			30767		01-23-000-72881 JUNE'18 LANDSCAPE BED - VILLAC	65.00
			30768		01-25-000-72881 JUNE'18 LANDSCAPE BED - ZABRC	65.00
					70-00-000-72881	100.00
					Total :	3,311.18
177025	6/22/2018	015194 BEVERLY ENVIRONMENTAL LLC	30495		163RD ST PARKWAY AT COMED RC	
			30536		01-23-000-72881 170TH PL AND HARLEM GUARD RA	56.88

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177025	6/22/2018	015194 BEVERLY ENVIRONMENTAL LLC	(Continued)			
					01-23-000-72881	50.00
			30537		170TH PL AND OKETO AVE VACANT	
					01-23-000-72881	50.00
			30543		175TH ST PKWY - MULBERRY AVE	
					01-23-000-72881	62.52
			30545		171ST ST PKWY - VALLEY DR TO 84	
					01-23-000-72881	62.52
			30548		175TH ST PKWY AT COM ED RIGHT	
					01-23-000-72881	50.00
			30550		172ND ST AND 80TH AVE POND EA	
					01-23-000-72881	50.00
			30556		PKWY ON E SIDE OF 88TH AVE (FR	
					01-23-000-72881	50.00
			30557		VACANT LOT (N OF 173RD AND W	
					01-23-000-72881	50.00
			30558		REAR EASEMENT BEHIND HOMES	
					01-23-000-72881	50.00
			30559		171ST ST MEDIAN (JUST EAST OF	
					01-23-000-72881	50.00
			30562		POST 6 LIFT STATION	
					01-23-000-72881	12.50
			30970		POST 4 - 173RD ST PKWY (N. SIDE	
					01-23-000-72881	50.00
					Total :	644.42
177026	6/22/2018	010207 BISHOP, BRYAN	061818		PER DIEM: MEALS VIDEO EXAM FC	
					01-17-220-72140	30.00
					Total :	30.00
177027	6/22/2018	002923 BLACK DIRT INC.	051718-25J		BLACK DIRT	
					01-23-000-73680	480.00
			053118-60		BLACK DIRT	
					01-23-000-73680	240.00
					Total :	720.00
177028	6/22/2018	003127 BLUE CROSS BLUE SHIELD	AP070118		IL065LB000001212-0 HEALTH INS E	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177028	6/22/2018	003127 BLUE CROSS BLUE SHIELD	(Continued)		01-33-300-72435	94.00
					60-00-000-72435	343.00
					01-12-000-72435	99.50
					01-20-000-72435	211.00
					01-23-000-72435	394.00
					01-33-300-72435	158.00
					60-00-000-72435	162.00
					Total :	1,461.50
177029	6/22/2018	010818 BOLING, RYAN	062018		REIM.EXP.LODG,MEALS/ SPARK SL	
					01-16-000-72130	838.99
					Total :	838.99
177030	6/22/2018	012907 BORROWDALE, RUSSELL	061818		PER DIEM: MEAL/ASSEST FORFEIT	
					01-17-220-72140	15.00
					Total :	15.00
177031	6/22/2018	010698 BRADFORD SYSTEMS CORP.	29547-1	VTP-015826	RANGE SPACESAVER FIXED SHEL	
					30-00-000-74110	2,370.00
					Total :	2,370.00
177032	6/22/2018	003304 CARLIN-MORAN LANDSCAPE INC	2431	VTP-015895	VILLAGE HALL PAVERS AROUND V	
					01-25-000-72520	1,970.00
			2433		01-25-000-72520	100.00
					TRAIN ST OPA/LANDSCAPING	
					70-00-000-72881	2,060.00
					Total :	4,130.00
177033	6/22/2018	003396 CASE LOTS INC.	002500		CAN LINERS	
			002624		01-25-000-73580	179.60
					TOILET PAPER,TOWELS	
					01-25-000-73580	234.30
					Total :	413.90
177034	6/22/2018	003406 CDS OFFICE TECHNOLOGIES	INV1164786	VTP-015830	ARBITRATOR HD KITS	
					30-00-000-74603	58,567.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177034	6/22/2018	003406	003406 CDS OFFICE TECHNOLOGIES	(Continued)		Total : 58,567.00
177035	6/22/2018	003243	CDW GOVERNMENT INC.	MXX1282	LASERJET	
					01-12-000-72565	158.06
				MZG3358	INK,PRINTHEAD	
					01-33-300-73110	257.36
					Total :	415.42
177036	6/22/2018	014026	CHANDLER SERVICES	25057	PARTS UNIT#05-33	
					01-19-000-72540	2,385.83
					Total :	2,385.83
177037	6/22/2018	018616	CHRISTENSEN, BRITT	Ref001362186	UB Refund Cst #00490442	
					60-00-000-20599	13.86
					Total :	13.86
177038	6/22/2018	003137	CHRISTOPHER B.BURKE ENGINEERNG	143810	STREET LIGHTING LED CONV 4/29/	
					30-00-000-75500	2,446.79
					Total :	2,446.79
177039	6/22/2018	012063	CIRCLE TRACTOR COMPANY	01-223782	GASKET KIT	
					01-19-000-72540	44.40
					Total :	44.40
177040	6/22/2018	013878	COMED - COMMONWEALTH EDISON	0385440022	ACCT#0385440022 SS BROOKSIDE	
					60-00-000-72510	481.91
				0421064066	ACCT#0421064066 0 LAPORTE RD	
					60-00-000-72510	114.56
				0471006425	ACCT#0471006425 LITE CONTROL	
					01-24-000-72510	39.35
				0637059039	ACCT#0637059039 7950 W TIMBER	
					60-00-000-72510	123.42
				1856071014	ACCT#1856071014 8300 W 183RD S	
					01-24-000-72510	42.79
				2335053008	ACCT#2335053008 LITE RT/25 MET	
					70-00-000-72510	155.24
				2863040039	ACCT#2863040039 LITE RT/25 MET	
					01-24-000-72510	167.87

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177040	6/22/2018	013878 COMED - COMMONWEALTH EDISON	(Continued) 2922039023		ACCT#2922039023 LITE ST LT CON 01-24-000-72510	15.56
			4803158058		ACCT#4803158058 0 RIDGEFIELD L 60-00-000-72510	139.87
			4943163008		ACCT#4943163008 7650 TIMBER DF 01-24-000-72510	26.28
			5983017013		ACCT#5983017013 WATER MONITC 60-00-000-72510	107.40
					Total :	1,414.25
177041	6/22/2018	012410 CONSERV FS, INC.	66021539		SUNNY MIX 01-23-000-73680	210.40
					Total :	210.40
177042	6/22/2018	018234 CORE & MAIN LP	J003969		METERS 62-00-000-74176	9,548.00
					Total :	9,548.00
177043	6/22/2018	003635 CROSSMARK PRINTING, INC	70910		RETAIL FOOD SANITARY INSPCTN 01-33-300-72110	229.01
			70912		OK TO POUR CONCRETE LABELS 01-33-300-72110	158.39
			70913		PLUMBING INSPTN APPROVED LAE 01-33-300-72110	162.85
					Total :	550.25
177044	6/22/2018	018551 CRYE PRECISION, LLC	IN00153224	VTP-015864	COMBAT CLOTHING 01-17-220-73610	926.70
					Total :	926.70
177045	6/22/2018	003530 CZUCHRA, DERRICK	061918		REIM.CHARGEBACK FEE 01-14-000-78099	10.00
					Total :	10.00
177046	6/22/2018	003816 D & H LAWN IRRIGATION INC.	00143356		RPZ REBLDG KIT/LABOR/ZABROCK 01-23-000-72790	225.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177046	6/22/2018	003816 003816 D & H LAWN IRRIGATION INC.	(Continued)		Total :	225.00
177047	6/22/2018	015554 DALEY-MOMMSEN ENTERPRISES	061418		BOX OF JOE,BAGELS,DONUTS,MUI 01-17-205-72220	72.94
					Total :	72.94
177048	6/22/2018	014690 DARLING INGREDIENTS INC.	090:3106006		ENERGY SURCHARGE 80TH AVE TI 73-67-000-72530	1,395.00
					Total :	1,395.00
177049	6/22/2018	016307 DAVISSON, ROGER	061818		PER DIEM: MEAL/ASSEST FORFEIT 01-17-220-72140	15.00
					Total :	15.00
177050	6/22/2018	000648 DELL MARKETING LP	10246922557	VTP-015889	<IT> - WYSE THIN CLIENT MANAGE 30-00-000-74159	2,000.02
			10247348279	VTP-015879	<PW> - NOTEBOOK FOR VILLAGE I 30-00-000-74128	2,142.88
					Total :	4,142.90
177051	6/22/2018	018128 DREAMSEATS LLC	0034535-IN	VTP-015884	R&R FURNITURE & FIXTURES 01-19-000-72524	11,320.89
					Total :	11,320.89
177052	6/22/2018	004009 EAGLE UNIFORM CO INC	266048	VTP-015888	ROCKY 5000 OR 5005~ 01-19-000-73610	122.00
			266146	VTP-015910	INSPECTOR UNIFORM 01-20-000-73610	317.00
					01-20-000-73610	23.00
					Total :	462.00
177053	6/22/2018	004010 ED & JOE'S PIZZA	876897		PIZZAS 01-24-000-72974	124.80
					Total :	124.80
177054	6/22/2018	013257 EDGEWAVE	I-0204813	VTP-015923	<IT> - IPRISM (FILTERING) MAINT & 01-11-000-72655	25.06
				VTP-015923	01-12-000-72655	22.03

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177054	6/22/2018	013257 EDGEWAVE	(Continued)			
				VTP-015923	01-13-000-72655	31.39
				VTP-015923	01-15-000-72655	37.72
				VTP-015923	01-17-205-72655	103.67
				VTP-015923	01-17-215-72655	3.17
				VTP-015923	01-17-217-72655	3.17
				VTP-015923	01-17-220-72655	191.52
				VTP-015923	01-17-225-72655	34.56
				VTP-015923	01-19-000-72655	264.46
				VTP-015923	01-20-000-72655	34.56
				VTP-015923	01-21-000-72655	28.23
				VTP-015923	01-23-000-72655	97.34
				VTP-015923	01-24-000-72655	18.86
				VTP-015923	01-25-000-72655	34.56
				VTP-015923	01-33-300-72655	31.39
				VTP-015923	01-33-310-72655	15.70
				VTP-015923	01-33-320-72655	6.33
				VTP-015923	01-35-000-72655	18.86
				VTP-015923	60-00-000-72655	241.11
				VTP-015923	01-11-000-72655	28.50
				VTP-015923	01-12-000-72655	25.05
				VTP-015923	01-13-000-72655	35.70
				VTP-015923	01-15-000-72655	42.90
				VTP-015923	01-17-205-72655	117.90
				VTP-015923	01-17-215-72655	3.61
				VTP-015923	01-17-217-72655	3.61
				VTP-015923	01-17-220-72655	217.80
				VTP-015923	01-17-225-72655	39.30
				VTP-015923	01-19-000-72655	300.75
				VTP-015923	01-20-000-72655	39.30
				VTP-015923	01-21-000-72655	32.10
				VTP-015923	01-21-210-72655	160.95
				VTP-015923	01-23-000-72655	110.70
				VTP-015923	01-24-000-72655	21.45
				VTP-015923	01-25-000-72655	39.30
				VTP-015923	01-33-300-72655	35.70
				VTP-015923	01-33-310-72655	17.85

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177054	6/22/2018	013257 EDGEWAVE	(Continued)			
				VTP-015923	01-33-320-72655	7.20
				VTP-015923	01-35-000-72655	21.45
				VTP-015923	60-00-000-72655	274.19
					Total :	2,819.00
177055	6/22/2018	004099 EHLERS	77032		PHASE III NEW BREMEN TIF ADOP'	
					01-14-000-72790	7,500.00
					Total :	7,500.00
177056	6/22/2018	018612 EMMANOUILIDIS, ALEXANDER	061818		REIM.EXP. MEALS FIRE COLLEGE	
					01-19-000-72220	53.21
					Total :	53.21
177057	6/22/2018	004119 ETP LABS INC.	18-133195		COLIFORM SAMPLES	
					60-00-000-72865	565.60
					Total :	565.60
177058	6/22/2018	015853 FIRE SERVICE INC.	27039		#0533 WATERWAY RELIEF VALVE S	
					01-19-000-72540	829.20
					Total :	829.20
177059	6/22/2018	004267 FIRST AYD CORP	PSI199881		GLASS CLNR,SURFACE CLNR	
					60-00-000-72540	102.06
					01-24-000-72540	51.04
					01-23-000-72540	102.06
					Total :	255.16
177060	6/22/2018	010419 GLOBAL EMERGENCY PRODUCTS, INC	31881-A		PIKE POLE TUBES IN HOSEBED/EN	
					01-19-000-72540	675.00
			AG63562		SPRING EXT	
					01-19-000-72540	81.35
			AGJ12903		UNIT 1302 T46 SERV	
					01-19-000-72540	8,424.30
					Total :	9,180.65
177061	6/22/2018	004538 GOLDY LOCKS	659325		DUPL KEY	
					01-23-000-73840	3.95

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177061	6/22/2018	004538 004538 GOLDY LOCKS	(Continued)		Total :	3.95
177062	6/22/2018	015397 GOVTEMPSUSA LLC	2548028		6/3/18 PAULA WALLRICH 01-33-000-72750	1,592.50
					Total :	1,592.50
177063	6/22/2018	004438 GRAINGER	9805261451		CLEAR MOLD BADGE HLDR 01-19-000-73870	67.56
			9807748380		FIRE EXT 01-19-000-72535	319.66
			9817915243		GLOVES 60-00-000-73845	120.53
					01-24-000-73845	60.26
					01-23-000-73845	120.53
					Total :	688.54
177064	6/22/2018	012281 HINCKLEY SPRINGS	5977593 061618		ACCT#32542175977593 RENTAL W/ 01-21-210-73110	156.09
					Total :	156.09
177065	6/22/2018	005161 IL TACTICAL OFFICERS ASSN	5872		CLASS/B.BISHOP & J.MITTELMAN A 01-17-220-72140	200.00
					Total :	200.00
177066	6/22/2018	013235 INTEGRITY SIGN COMPANY	84102	VTP-015927	SIGNS 01-23-000-73830	1,020.00
					Total :	1,020.00
177067	6/22/2018	005250 J & L METAL DOORS, INC.	728528	VTP-015824	ANNEX DOOR 01-25-000-72520	3,187.63
					Total :	3,187.63
177068	6/22/2018	005379 KLEIN, THORPE & JENKINS, LTD	061318		LEGAL SERV THRU 5/31/18 01-14-000-72850	1,757.12
					Total :	1,757.12
177069	6/22/2018	005349 KORTUM, LISA	060918		REIM.EXP.SPARK SUMMIT'18 MEAL 01-21-210-72170	169.96

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177069	6/22/2018	005349 005349 KORTUM, LISA	(Continued)		Total :	169.96
177070	6/22/2018	018617 LARKIN, JULIA	Ref001362187		UB Refund Cst #00492721 60-00-000-20599	25.79
					Total :	25.79
177071	6/22/2018	016027 LEXIPOL, LLC	24952		SUBSCRIPTION/LAW ENF MANUAL 01-17-205-72720	4,431.00
					Total :	4,431.00
177072	6/22/2018	015482 MALY-POLITANO, DENISE	042318		REIM.EXP.PLANTERS/SPRING CLE 01-44-000-72977	18.00
					Total :	18.00
177073	6/22/2018	012631 MASTER AUTO SUPPLY, LTD.	15030-53162		BAT MAINTAINER 01-21-000-72540	29.14
					Total :	29.14
177074	6/22/2018	018618 MCL PALOS INC	091317		JERSEY MIKE'S SENIOR CENTER L 01-56-000-72937	615.00
					Total :	615.00
177075	6/22/2018	006074 MENARDS	45748		TDOWNS,CAUTION TAPE 60-00-000-73845	20.82
					01-23-000-73845	20.82
			45805		1-5/8 EXT DECK COMBO,EXT DECK 60-00-000-73410	246.83
			45884		100'X1/2" OPNREL FIBR GL,TOTE 01-23-000-73680	19.93
			45888		CHIP BRUSH,CVR,BLADES 01-25-000-73620	45.63
			45890		CVR REPL,PAINT CUP,TRAY,PURD' 01-23-000-73620	46.84
			46143		TABLE FAN 01-19-000-72524	13.39
					Total :	414.26
177076	6/22/2018	017082 MICRO-TEL, INC	18-0823245		MICROCALL TLR MAINT RENEWAL	

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177076	6/22/2018	017082 MICRO-TEL, INC	(Continued)		01-25-000-72777	2,689.00
					Total :	2,689.00
177077	6/22/2018	008673 MID CONTINENT CONSTRUCTION CO.	581		CARPET,REPLHVAC,VANITY LIGHT 17-00-000-75130	126,818.48
					Total :	126,818.48
177078	6/22/2018	013148 MID-STATES ORGANIZED CRIME	5157		MEMBERSHIP TINLEY PARK PD 01-17-205-72720	125.00
					Total :	125.00
177079	6/22/2018	005904 MIDWEST AIR PRO	13255		SERV BAL CORD & LUBE TRKS,PIP 01-19-000-72530	205.88
					Total :	205.88
177080	6/22/2018	005746 MIDWEST TRANSIT EQUIPMENT INC.	X102095504:01		SPRINGS 01-42-000-72540	24.44
					Total :	24.44
177081	6/22/2018	013275 MITCHELL, PHILLIP	061918		REIM.EXP. CDL LIC RENEWAL 60-00-000-72860	60.00
					Total :	60.00
177082	6/22/2018	005856 MONROE TRUCK EQUIPMENT,INC.	321082		TARPS 01-23-000-72540	387.18
					Total :	387.18
177083	6/22/2018	017651 MSC INDUSTRIAL SUPPLY CO.	2182762001		PARTS,DRILL BIT,PAINT STICK 60-00-000-72540 01-24-000-72540 01-23-000-72540 01-17-205-72540 01-33-300-72540	22.83 22.82 22.83 34.23 11.41
					Total :	114.12
177084	6/22/2018	018606 MUDGE, MATT	061918		REFUND OPA PARKING PLACARD 70-00-000-79000	90.00

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177084	6/22/2018	018606 018606 MUDGE, MATT	(Continued)		Total :	90.00
177085	6/22/2018	018552 NAPA WORTH	3466-775315		REAR VIEW MIRROR GLASS 01-23-000-72540	20.69
					Total :	20.69
177086	6/22/2018	015723 NICOR	33079168366		ACCT#33-07-91-6836 6 9322 LAPOF 60-00-000-72511	29.17
			49924710004		ACCT#49-92-47-1000 4 9191 W 175 01-25-000-72511	126.79
					Total :	155.96
177087	6/22/2018	018404 OFFICETEAM	51106367		6/8/18 PAULA WAGENER 01-12-000-72790	1,708.95
					Total :	1,708.95
177088	6/22/2018	013096 PACE SYSTEMS, INC.	IN00020430		VTP-015828 CAMERAS ON HARLEM 30-00-000-74604	3,200.00
			IN00020491		VTP-015828 CAMERAS ON HARLEM 30-00-000-74604	160.00
					Total :	3,360.00
177089	6/22/2018	006475 PARK ACE HARDWARE	058341/1		VEHICLE WASH,CLOTH 01-19-000-73580	62.98
			058368/1		CAULK 01-25-000-72520	4.79
			058409/1		GROUNDING PLUG 01-25-000-73570	10.39
			058410/1		CREDIT GROUNDED PLUG 01-25-000-73570	-6.40
			058411/1		GROUNDING PLUG 01-25-000-73570	3.67
			058417/1		COOLER 01-19-000-73410	25.99
			058431/1		RISER EXTEND,BASTER,PARTS 01-23-000-73630	17.87
			058433/1		PAIL,DAWN,PASTE WAX	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177089	6/22/2018	006475 PARK ACE HARDWARE	(Continued)			
			058435/1		70-00-000-73870	21.71
					CARPENTER PENCIL,CHALK,RULE	
					60-00-000-73410	32.73
					Total :	173.73
177090	6/22/2018	006780 POMP'S TIRE SERVICE, INC	410500874		CREDIT DUPL PAY	
					60-00-000-73560	-531.06
					01-17-205-73560	-494.82
			410535239		CREDI T: DUPL PAYMENT	
					01-23-000-73560	-422.68
			410572978		TIRE	
					01-19-000-72570	121.63
			410574251		TIRES	
					01-23-000-73560	533.56
			410578867		TIRES	
					01-23-000-73560	401.60
			410578867		TIRES	
					01-23-000-73560	401.60
			690057921		CREDIT DUPL PAYMENT	
					01-23-000-73560	-145.38
			690060377		TIRES	
					01-23-000-73560	618.50
					Total :	482.95
177091	6/22/2018	006635 POWER EQUIPMENT LEASING CO.	W 641		ANSI INSPECTION UNIT 30,81,31,&	
					01-24-000-72266	1,140.00
					01-23-000-72266	1,140.00
					Total :	2,280.00
177092	6/22/2018	018611 QUILTY JR, MICHAEL	061918		REIM. EXP. LODG,MEALS FIRE COI	
					01-19-000-72170	606.81
					01-19-000-72220	65.73
					Total :	672.54
177093	6/22/2018	007629 SAM'S CLUB DIRECT	1496		WIPES,BANKERS BOX,SNACKS,W/	
					01-14-000-73115	28.38

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177093	6/22/2018	007629 SAM'S CLUB DIRECT	(Continued)			
					01-25-000-73580	17.96
					01-14-000-73115	7.47
					01-23-000-73115	7.47
					01-33-300-73110	7.47
					01-33-310-73110	7.47
					60-00-000-73110	8.00
					01-24-000-73110	3.98
					01-23-000-73110	8.00
					60-00-000-73115	11.95
					01-23-000-73115	11.95
					01-24-000-73115	5.98
			3921		TOWELS,COFFEE,SPOONS,WITEO	
					01-14-000-73110	8.36
					01-25-000-73110	8.36
					01-33-300-73110	8.36
					01-33-310-73110	8.36
					01-14-000-73115	40.92
					01-25-000-73115	40.92
					01-33-300-73110	40.92
					01-33-310-73110	40.91
			9556		MM 45 PK,GATORADE	
					01-21-000-72220	36.04
					Total :	359.23
177094	6/22/2018	007092 SAUNORIS	567086		TOP SOIL	
					01-23-000-73680	255.00
			567107		SOD	
					01-23-000-73680	588.00
					Total :	843.00
177095	6/22/2018	013323 SCHAAF WINDOW CO.	00120286-001		PLATE GLASS	
					01-19-000-72524	350.00
			TP00125685-001		R&M BUILDINGS & STRUCTURES	
				VTP-015878	01-19-000-72520	5,400.00
					Total :	5,750.00

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177096	6/22/2018	017029 SHAH, MALVI	060618		REIM.EXP. EMBROID ON UNIFORM 01-33-300-73610	30.17
					Total :	30.17
177097	6/22/2018	007350 SOUTH SUB. MAYORS & MANAGERS	2018-246		452 EAP PREMIUM 5/1/18-10/31/18 01-14-000-72985	6,373.20
					Total :	6,373.20
177098	6/22/2018	011767 STALEY, JENNIFER	060918		REIM.EXP. MEALS SPARK CONF'18 01-21-210-72170	101.74
					Total :	101.74
177099	6/22/2018	012238 STAPLES BUSINESS ADVANTAGE	3380796681		RAZOR BLADE SCRAPER 01-17-205-73110	3.49
			8047606997		CREDIT/ 2018 AAG FL 01-53-000-73870	-49.18
			8049986284		POS ROLLS, SECURE A PEN, BINDE 01-17-205-73110	104.06
			9049986284		INK 01-41-046-72982	63.98
					01-13-000-73110	36.62
					Total :	158.97
177100	6/22/2018	015452 STEINER ELECTRIC COMPANY	S006065366.001		CABLE TIES 01-23-000-73410	169.51
			S006067189.001		FUSES 01-24-000-73570	356.00
					Total :	525.51
177101	6/22/2018	007438 SUB TRAILER HITCH, INC.	12196		SEALS 01-24-000-72530	27.00
					Total :	27.00
177102	6/22/2018	002957 THE BREWER COMPANY	107736		PAINT 01-23-000-73620	345.20
					Total :	345.20
177103	6/22/2018	017520 THE COP FIRE SHOP	116237		HAT	

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177103	6/22/2018	017520 THE COP FIRE SHOP	(Continued)		01-17-235-73610	135.00
					Total :	135.00
177104	6/22/2018	018264 THE LAKOTA GROUP, INC.	17030.02-01		PROJ#17030.02 PLACEMAKING 30-00-000-72987	7,516.88
					Total :	7,516.88
177105	6/22/2018	007717 THIRD DISTRICT FIRE CHIEF ASSN	3802		MABAS 24 BOX ALARM DISPATCH F 01-19-000-73870	125.00
					Total :	125.00
177106	6/22/2018	007777 THOMPSON ELEVATOR INSPECTION	18-1526		49 SEMI-ANNULA 1 SEMI-ANNUAL F 01-33-300-72853	1,975.00
			18-1607		ELEV PLAN REVW/ANDREW HIGH 01-33-300-72853	75.00
			18-1699		6 SEMI-ANNUAL ROUTINE INSPEC 01-33-300-72853	228.00
					Total :	2,278.00
177107	6/22/2018	014854 THOMSON REUTERS-WEST PYMNT CTF	838379081		SUBSCRIPTION 5/5/18-6/4/18 01-17-220-73590	776.00
					Total :	776.00
177108	6/22/2018	018615 THORTON, JAMES W	Ref001362185		UB Refund Cst #00470784 60-00-000-20599	36.08
					Total :	36.08
177109	6/22/2018	013040 TINLEY PARK FIRE DEPT.	061918		PETTY CASH/FOOD,PHOTOS,FUEL 01-19-000-72110	6.91
					01-19-000-72220	125.15
					01-19-000-72974	8.76
					01-19-000-72130	118.04
					Total :	258.86
177110	6/22/2018	007955 TRAFFIC CONTROL & PROTECTION	92888		SIGNS 01-23-000-73830	447.55

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177110	6/22/2018	007955	007955 TRAFFIC CONTROL & PROTECTION (Continued)		Total :	447.55
177111	6/22/2018	007909	TRI-RIVER POLICE TRAINING REG 4461		BORROWDALE,DAVISSON/ASSET I 01-17-220-72140	100.00
					Total :	100.00
177112	6/22/2018	002165	ULINE, INC 98189450		SEALER,POLYTUBING,DISPENSER 01-17-205-73600	693.19
					Total :	693.19
177113	6/22/2018	017851	UNITED METERS, INC. 2960		METER & RADIO INSTALLS 6/11/18- 62-00-000-74176	7,370.00
					Total :	7,370.00
177114	6/22/2018	011904	UPS 0000626634248		SHIPPER #626634 01-17-205-72110	26.96
					Total :	26.96
177115	6/22/2018	010165	WAREHOUSE DIRECT WORKPL SOLTNS 3889378-0	VTP-015802	PD DESK CHAIRS	
			3930540-0		30-00-000-74110	2,370.41
					SCREEN 01-25-000-73580	67.80
					Total :	2,438.21
177116	6/22/2018	011055	WARREN OIL CO. W1146604		N.L. GAS USED 5/31/18-6/14/18	
					01-17-205-73530	9,497.68
					01-19-000-73530	551.23
					01-20-000-73530	59.94
					01-21-000-73530	159.22
					60-00-000-73530	1,348.25
					01-23-000-73530	1,763.26
					01-24-000-73530	751.32
					01-33-310-73530	40.87
					01-33-300-73530	344.18
					01-12-000-73530	288.18
					01-14-000-73532	37.84
					01-53-000-73530	136.52
			W1146605		DIESEL USED 5/31/18-6/14/18	

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177116	6/22/2018	011055 WARREN OIL CO.	(Continued)		01-19-000-73545	1,972.96
					60-00-000-73545	1,140.83
					01-23-000-73545	1,416.21
					01-24-000-73545	607.99
					01-53-000-73545	244.65
					01-42-000-73545	410.73
					01-14-000-73531	738.63
					Total :	21,510.49
177117	6/22/2018	012144 WILL COUNTY CED	13521		ANNUAL CED INVESTMENT	
					01-33-320-72720	10,000.00
					Total :	10,000.00
177118	6/22/2018	008280 WILL COUNTY CLERK	062018		NOTARY FILING FEE/PAMELA ARD/	
					01-17-205-72720	10.00
					Total :	10.00
177119	6/22/2018	016910 X-CENTRIC SOLUTIONS, LLC	2675	VTP-015868	<IT> - BLOCK HOUR AGREEMENT -	
					01-16-000-72650	700.00
			2675.		TWO FACTOR AUTH PROJ	
					30-00-000-74159	175.00
					Total :	875.00
177120	6/22/2018	018613 ZANTA, RYAN	061918		REIM.EXP. LODG,MEALS FIRE COL	
					01-19-000-72170	666.81
					Total :	666.81
826127484	6/21/2018	018608 BOBIS, NICHOLAS	062018		REFUND DUPL VEHICLE STICKER	
					06-00-000-79005	2.00
					Total :	2.00
113 Vouchers for bank code : apbank						Bank total : 423,911.88
116 Vouchers in this report						Total vouchers : 426,038.01

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>
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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

vchlist
06/29/2018 9:14:17AM

Voucher List
Village of Tinley Park

Page: 1

Bank code : ap_py

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126176	6/27/2018	003127 BLUE CROSS BLUE SHIELD	PR070118-2		IL065LB000001212-0 HEALTH INS E 86-00-000-20430	314.00
					Total :	314.00
126177	6/29/2018	007589 SIEBRANDT, RONALD H.	062218		HEALTH INSURANCE OVERPAYMEI 86-00-000-20430	993.48
					Total :	993.48
2 Vouchers for bank code : ap_py						Bank total : 1,307.48

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177122	6/29/2018	013709 3E CO ENVIR.ECOLOG.ENG.	3EU0084642		3E PROTECT,HOTLINE,ON DEMANI 60-00-000-73845 01-24-000-73845 01-23-000-73845	341.00 170.50 341.00 Total : 852.50
177123	6/29/2018	014739 3M	TP31635	VTP-015908	SIGN MATERIAL 01-23-000-73830	1,338.75 Total : 1,338.75
177124	6/29/2018	012569 4IMPRINT, INC.	6422949	VTP-015911	9" SPORT FLYER 01-14-000-73210	453.83 Total : 453.83
177125	6/29/2018	010955 A T & T LONG DISTANCE	827776689		CORP ID#931719 01-17-225-72120	25.45 Total : 25.45
177126	6/29/2018	002734 AIR ONE EQUIPMENT, INC	133797		BOOTS 60-00-000-73845	247.80 Total : 247.80
177127	6/29/2018	018562 AMERICAN LAWN	22113		MOWING 6/11/18 (8) 01-33-300-72744	420.00 Total : 420.00
177128	6/29/2018	002570 AMERICAN SALES	21380		CHLORINE FOR POST#2 60-00-000-73550	479.94 Total : 479.94
177129	6/29/2018	010026 ANDERSON PUMP SERVICE	HA7715	VTP-015865	UNDERGROUND DIESEL GENERAT 01-25-000-72520	8,960.00 Total : 8,960.00
177130	6/29/2018	002665 APPLE CHEVROLET	321649CVW		TERMINAL 01-19-000-72540	3.60 Total : 3.60

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177131	6/29/2018	014936 AQUAMIST PLUMBING & LAWN	85176		STREETSCAPES MID SEASON INSI	
					01-23-000-72790	1,625.00
			85182		171 ST MEDIANS 80 TO 78M MID SE	
					01-23-000-72790	415.00
			85190		VH 16250 OPA MID SEASON INSPEI	
					01-25-000-72790	350.00
			85196		FIRE ST 191 BRKSIDE GLEN DR MII	
					01-25-000-72790	275.00
			85202		MID SEASON INSPECTION 1 PD	
					01-25-000-72790	250.00
			85207		OPA TRAIN ST EAST MID SEASON I	
					70-00-000-72790	220.00
			85212		MID SEASON INSPECTION 1 OPA T	
					73-67-000-72790	180.00
			85217		OAK PARK ZABROCKI PLAZA 173 C	
					01-23-000-72790	300.00
			85760		LAGRANGE RD MEDIANS171 TO 17	
					01-23-000-72790	1,330.00
			87443		QUOTE FOR START UP REPAIRS P	
				VTP-015904	01-25-000-72520	3,663.95
			87444		QUOTE FOR OPA WEST START UP	
				VTP-015897	01-25-000-72520	1,575.00
			87445		QUOTE START UP REPAIRS OPA E/	
				VTP-015898	01-25-000-72520	2,504.90
			87446		FIRE STATION #4 - START UP REPA	
				VTP-015896	01-25-000-72520	1,814.80
			88190		STREETSCAPES REPAIRS ON HAR	
					01-23-000-72790	470.95
					Total :	14,974.60
177132	6/29/2018	017271 AUDEO SUM, INC	4438		FROGLUBE	
				VTP-015870	01-17-220-73760	306.78
					Total :	306.78
177133	6/29/2018	003359 BACKFLOW SOLUTIONS INC.	2956		BSI ONLINE SUBSCRIPTION FEE	
					60-00-000-72790	495.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177133	6/29/2018	003359	003359 BACKFLOW SOLUTIONS INC.	(Continued)	Total :	495.00
177134	6/29/2018	012756	BEARY LANDSCAPING, INC.	12007	7330 PKWY TREE PLANTING SPRIN	
				15464	33-00-000-75630	34,766.25
				96109	7330 PKWY TREE PLANTING SPRIN	
				96110	33-00-000-75630	25,693.40
					APRIL'18 MOWING	
					01-23-000-72881	1,506.00
					MAY'18 MOWING	
					01-23-000-72881	3,765.00
					Total :	65,730.65
177135	6/29/2018	015212	BETTENHAUSEN AUTOMOTIVE	47816-1DOW	SENSOR	
				47816DOW	01-12-000-72540	205.89
				47856DOW	SEALS	
					01-12-000-72540	346.52
					AI ARM UPPER	
					01-12-000-72540	200.25
					Total :	752.66
177136	6/29/2018	002974	BETTENHAUSEN CONSTRUCTION SERV	180074	HAULING SPOILS	
					60-00-000-73681	525.00
					01-23-000-72890	225.00
					Total :	750.00
177137	6/29/2018	015194	BEVERLY ENVIRONMENTAL LLC	30646	CENTENNIAL DR/BREMENTOWNE I	
				30647	01-23-000-72881	75.00
				30648	KINGSTON CT. PKWY AND BREMEI	
				30649	01-23-000-72881	75.00
					MENARDS BERM CENTENNIAL CIR	
					01-23-000-72881	90.00
					VILLAGE HALL 16250 S OAK PARK /	
					01-23-000-72881	312.52
					OAK PARK AVE PKWY - E SIDE ST E	
					01-23-000-72881	150.00
					ANDRES POND (DRY)	
					01-23-000-72881	125.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177137	6/29/2018	015194 BEVERLY ENVIRONMENTAL LLC	(Continued) 30661		CHRISTOPHER CT ISLAND 01-23-000-72881	65.64
			31065	VTP-015820	CORK RD POND CLEAN-UP 65-00-000-72591	1,465.00
					Total :	2,358.16
177138	6/29/2018	015192 BONAREK, MELISSA	062518		PER DIEM: MEALS SUPERION ORL 01-17-205-72170	75.00
					Total :	75.00
177139	6/29/2018	015613 BULLEX, INC.	115482		BULL EX TRAINING PROP 30-00-000-72140	27,421.00
				VTP-015841	Total :	27,421.00
177140	6/29/2018	011929 CAPITAL ONE BANK (USA), N.A.	051318		**** 6452 MEMBERSHIP/BETTENHA 01-15-000-72720	975.00
			051318		**** 6452 LODGING 01-33-320-73870	403.16
			052018		**** 6452 10 IMAGES A MONTH 01-35-000-72985	29.99
			052118		CREDIT DUPL PAYMENT 01-12-000-72720	-209.00
			052418		**** 6452 STANDARD SSL 01-16-000-72655	52.18
			052418		**** 6452 3CMA MEMBER 01-35-000-72720	95.00
			052518		**** 6452 REGIST KEN KARCZEWSKI 01-33-300-72140	279.00
			060118		**** 6452 REGIST KIMBERLY CLARK 01-33-310-72140	350.00
			060118		**** 6452 MEAL 01-15-000-72220	96.06
			060618		**** 6452 CERTIFICATION 01-15-000-72140	795.00
			060718		**** 6452 CONF ROB ZIMMER 01-11-000-72170	35.00

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177140	6/29/2018	011929 CAPITAL ONE BANK (USA), N.A.	(Continued) 060818		**** 6452 DVD HAIRSPRAY SING A L 01-35-000-72923	378.00
			101333803		**** 6452 MEMBERSHIP 01-15-000-72720	415.00
			10486672		**** 6452 SALAD/PW PICNIC 01-23-000-72220	70.38
					01-24-000-72220	35.20
					60-00-000-72220	70.38
			111-4769521-7565824		**** 6452 COPY PAPER 01-14-000-73110	66.39
			114-3330828-0269818		**** 6452 CABLE 01-35-000-72982	47.96
			11755379		**** 6452 MIRROR TRAY 01-17-205-72974	55.75
			1813857006		**** 6452 RECORDING BORMET DE 01-14-000-72355	44.92
			201805170659		**** 6452 COPIES OF ANNEXATION 01-14-000-72355	9.00
			20233114		**** 6452 (5) SMILEY STAMPS 01-35-000-72923	48.75
			220002		**** 6452 SANDWICH 01-11-000-72220	6.26
			2517304		**** 6452 ADVERTISING ON-LINE 01-33-320-72954	695.00
			39		**** 6452 MEAL 01-15-000-72220	92.97
			66079		**** 6452 AEDO ECON DEV RECER 01-33-320-72220	138.64
			864408453		**** 6452 WEB DOWNTOWNTINLEY 01-35-000-72653	12.99
			D01-0216217-0262676		**** 6452 MUSIC DOWNLOAD SYMF 01-35-000-73110	8.99
					Total :	5,097.97
177141	6/29/2018	003396 CASE LOTS INC.	002738		TOILET TISSUE,TOWELS 01-25-000-73580	340.90

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177141	6/29/2018	003396	003396 CASE LOTS INC.		(Continued)	Total : 340.90
177142	6/29/2018	003334	CCP INDUSTRIES, INC	IN02103634	WIPES	
					60-00-000-72710	61.48
					01-24-000-72710	61.48
					01-23-000-72710	61.45
					01-19-000-72530	61.49
					01-17-205-72710	81.97
					01-33-300-72710	40.98
					01-12-000-72540	20.49
					01-21-000-72530	20.52
					Total :	409.86
177143	6/29/2018	003243	CDW GOVERNMENT INC.	NCC8570	TRIPP 6 IN MINI DP TO VGA DVI HD	
					01-13-000-72565	30.52
					01-25-000-72565	52.50
					60-00-000-72565	52.50
			NCV1255		KEYBRD/MOUSE REPL	
					01-20-000-73110	52.09
			NDH2792		TRACKBALL/MOUSE REPL	
					01-20-000-73110	46.50
			NDK5149	VTP-015935	<ELO> - TABLET DEVICE FOR TRU	
					30-00-000-74128	1,149.66
			NDL0737	VTP-015934	<PD> - USB FALSH DRIVES FOR EV	
					01-17-205-73110	388.00
					Total :	1,771.77
177144	6/29/2018	003229	CED/EFENGEE	5025-519048	FUSE HLDR,INSULATING BOOT	
					01-24-000-73570	449.43
					Total :	449.43
177145	6/29/2018	018605	CHALLENGE TARGETS, LLC	11678	RIFLE TARGET STAND	
				VTP-015930	01-17-220-73760	457.14
					Total :	457.14
177146	6/29/2018	003606	CHICAGO SOUTHLAND CONV. V B	0618	MAY LIAB JUNE COLL HOTEL ACCC	
					12-00-000-79107	21,699.34

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177146	6/29/2018	003606	003606 CHICAGO SOUTHLAND CONV. V B (Continued)		Total :	21,699.34
177147	6/29/2018	011391	CHIEF SUPPLY CORPORATION, INC	36395	EMERG BLANKET 01-17-220-72230	738.50
					Total :	738.50
177148	6/29/2018	013171	COMCAST CABLE	8771401810265348	ACCT#8771401810265348 6/22/18-7 01-19-000-72517	74.91
				8771401810316240	ACCT#8771401810316240 PD 7850 01-17-205-72517	33.65
					Total :	108.56
177149	6/29/2018	013892	COMED	6771163052	ACCT#6771163052 RT/25 TRAFFIC : 01-24-000-72510	108.98
					Total :	108.98
177150	6/29/2018	013878	COMED - COMMONWEALTH EDISON	0021100130	ACCT#0021100130 RT/23 METERED 01-24-000-72510	45.37
				0052035006	ACCT#0052035006 6720 SOUTH ST 73-67-000-72510	1,388.62
				0363058226	ACCT#0363058226 TFLT 9340 W 17 01-24-000-72510	24.83
				0369095018	ACCT#0369095018 6761 NORTH ST 01-24-000-72510	34.84
				0381034206	ACCT#0381034206 LITE 17900 94TH 01-24-000-72510	63.70
				0519019106	ACCT#0519019106 6750 SOUTH ST 12-00-000-72510	8.75
				0522112018	ACCT#0522112018 LITE RT/25 PAR 01-24-000-72510	40.60
				1222218001	ACCT#1222218001 1 W OAK PK SS 70-00-000-72510	100.17
				1224165129	ACCT#1224165129 LIGHTING 7053 01-24-000-72510	79.82
				2587063010	ACCT#2587063010 REAR TEMP 173 12-00-000-72510	24.85
				2761036017	ACCT#2761036017 ST LIGHTS 8317	

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177150	6/29/2018	013878 COMED - COMMONWEALTH EDISON	(Continued)			
					01-24-000-72510	52.36
			3153141151		ACCT#3153141151 LITE RT/25 MTR	
					01-24-000-72510	352.62
			3784064010		ACCT#3784064010 16301 CENTRAL	
					60-00-000-72510	57.62
			4329016037		ACCT#4329016037 TEMP/PARK LO	
					12-00-000-72510	33.55
			4797055062		ACCT#4797055062 LITE 17810 62NI	
					01-24-000-72540	21.30
			5437131000		ACCT#5437131000 7980 W 183RD S	
					01-25-000-72510	156.06
			6483053261		ACCT#6483053261 IRRIGATION 174	
					01-23-000-72510	65.03
			7063131025		ACCT#7063131025 7813 174TH ST I	
					60-00-000-72510	43.76
			7090006006		ACCT#7090006006 TEMP PARK LO	
					12-00-000-72510	23.99
			7398024011		ACCT#7398024011 7000 W 183RD S	
					01-24-000-72510	176.23
			7509118019		ACCT#7509118019 LIGHTING 17301	
					01-24-000-72510	12.74
					Total :	2,806.81
177151	6/29/2018	018311 CONNECTION	55893404		LED LCD MON 19X1	
					01-19-000-72565	159.44
					Total :	159.44
177152	6/29/2018	012522 CONNEY SAFETY PRODUCTS, LLC	05555179		GLOVES,VESTS	
					60-00-000-73845	198.72
					01-24-000-73845	99.36
					01-23-000-73845	198.72
					Total :	496.80
177153	6/29/2018	010846 COOK COUNTY CLERK	874907		NOTARY FILING FEE ALEXANDRA S	
					01-17-205-72720	10.00
			874909		NOTARY FEE MERYLE MOTZ~	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177153	6/29/2018	010846 COOK COUNTY CLERK	(Continued)		01-17-205-72720	10.00
					Total :	20.00
177154	6/29/2018	018234 CORE & MAIN LP	J049635		PARTS	
			J056743		60-00-000-73630	366.48
			J061195		CPLG	49.76
					62-00-000-74176	
					CURB REPAIR SECTION,CURB BO>	445.16
					60-00-000-73630	
					Total :	861.40
177155	6/29/2018	011940 COSSIDENTE, JEFFREY	062118		REIM. EXP. SSWWA LUNCHEON 6/	
					60-00-000-72170	20.00
					Total :	20.00
177156	6/29/2018	003361 CRANA HOMES, INC.	042018		GRADE APPROVAL 9351 PARKWOC	
					84-00-000-20552	500.00
					Total :	500.00
177157	6/29/2018	017650 CRASH CHAMPIONS LLC-MOKENA	5355		*1D POLICE DOOR SHELL	
					01-17-205-72540	150.00
					Total :	150.00
177158	6/29/2018	003635 CROSSMARK PRINTING, INC	70953		ANNUAL WATER QUALITY POSTCA	
			70967		60-00-000-72310	1,645.77
					BUSINESS CARDS GLOTZ,THIRION	
					01-11-000-72310	35.00
					01-13-000-72310	25.00
					01-11-000-72310	2.48
					01-13-000-72310	2.47
					Total :	1,710.72
177159	6/29/2018	012855 CYLINDERS INC.	42811		CYLINDER	
					01-23-000-72540	365.45
					Total :	365.45
177160	6/29/2018	015554 DALEY-MOMMSEN ENTERPRISES	061418.		BOX OF JOE,DOZEN DONUTS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177160	6/29/2018	015554 DALEY-MOMMSEN ENTERPRISES	(Continued)		01-17-215-72220	25.98
					Total :	25.98
177161	6/29/2018	018624 DIKE-O-SEAL INC.	115234		CRIMP HOSE ASSY 01-19-000-72140	653.83
					Total :	653.83
177162	6/29/2018	003822 DIXON ENGINEERING INC.	18-3780		CONCRETE RESERVIOR POST 2 N 62-00-000-75335	1,150.00
					Total :	1,150.00
177163	6/29/2018	012413 DURBIN'S OF TINLEY INC	062718		PIZZAS,SALADS 01-35-000-72220	204.34
					Total :	204.34
177164	6/29/2018	003770 DUSTCATCHERS INC	50206		MATS 01-25-000-72790	97.00
					Total :	97.00
177165	6/29/2018	003885 DYER CONSTRUCTION COMPANY,INC. 9			FREEDOM POND & STORM SEWEF 16-00-000-75315	54,090.00
					Total :	54,090.00
177166	6/29/2018	017073 DYNEGY ENERGY SERVICES LLC	149426718061		ACCT#GMCVIL2076 JUNE'18 01-24-000-72510	10,963.74
					Total :	10,963.74
177167	6/29/2018	004152 ECOLAB PEST ELIMINATION INC.	5185828		PEST CONTROL VH 01-25-000-72790	474.44
			5185829		PEST CONTROL TRN ST 73-80-000-72790	86.48
					Total :	560.92
177168	6/29/2018	011176 ELEMENT GRAPHICS & DESIGN, INC	11658		MUSIC THEME KIT GRAPHICS 30-00-000-72987	1,007.34
					Total :	1,007.34

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177169	6/29/2018	004019 EVON'S TROPHIES & AWARDS	062018		MAGNET JOHN A.CURRAN TRUSTE 01-11-000-73110	10.50
					Total :	10.50
177170	6/29/2018	018480 FARNSWORTH GROUP	199474		ILL WOODSPRING SUITES LANDSC 01-33-310-72847	440.00
					Total :	440.00
177171	6/29/2018	015781 FASEL, RON	144481		4 BANNERS GROMMITS 2" 01-35-000-72954	260.00
					Total :	260.00
177172	6/29/2018	004176 FEDEX (FEDERAL EXPRESS)	6-218-44748		ACCT#0604-3357-7 01-13-000-72110	39.83
			6-219-28066		ACCT#8845-9401-4 01-14-000-72110	10.41
					Total :	50.24
177173	6/29/2018	015853 FIRE SERVICE INC.	27064		REPAIRS VIN#4EN3ABA8151009236 01-19-000-72540	841.31
					Total :	841.31
177174	6/29/2018	004756 FIRST MIDWEST BANK 312	312-2031		BOX#312-2031 SAFE DEPOSIT BOX 01-17-205-73600	137.00
					Total :	137.00
177175	6/29/2018	014784 FLAGSUSA INC.	70947	VTP-015952	ARMED FORCES FLAGS 01-41-050-73112 01-25-000-73112 01-41-050-73112	200.00 350.00 -66.00
					Total :	484.00
177176	6/29/2018	015058 FLEETPRIDE	96476650		FILTERS,AIR SAFETY ELEMENT,LU 01-23-000-72540	377.51
			96869076		FUEL FILTER,CARTRIDGE 01-23-000-72540	270.56
					Total :	648.07

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177177	6/29/2018	011611 FOX VALLEY FIRE & SAFETY CO.	IN00182877		RADIO MAINT MULTI TENANT 14-00-000-72550	330.00
					Total :	330.00
177178	6/29/2018	017852 FUN EXPRESS, INC.	57986758		BLOCK PARTY DECOR 01-35-000-72923	451.65
					Total :	451.65
177179	6/29/2018	012328 HOMER INDUSTRIES	S118145		CHIPS DROP CHARGE 01-23-000-72890	50.00
					Total :	50.00
177180	6/29/2018	005167 ILLINOIS TAX INCREMENT ASSOC	673726		DUES 7/1/18-6/30/19 01-15-000-72720	1,200.00
					Total :	1,200.00
177181	6/29/2018	004875 IRMA	SALES0016856		MAY'18 DEDUCTIBLE 01-14-000-72541 60-00-000-72541	24,039.52 331.96
					Total :	24,371.48
177182	6/29/2018	005251 J AND R SALES AND SERVICE INC.	0317975		CHAINSAW 01-23-000-73410	305.91
					Total :	305.91
177183	6/29/2018	018046 KEVRON PRINTING & MAILING,INC.	18-41252 18-41308		BUSINESS CARDS LISA BECK 01-33-300-72310 BUSINESS CARDS JOHN CURRAN 01-11-000-72310	17.50 25.00
					Total :	42.50
177184	6/29/2018	017957 KOT, MICHAEL	062118		REFUND VEHICLE STICKERS 06-00-000-79005	3.50
					Total :	3.50
177185	6/29/2018	014190 LEHIGH HANSON	5690764		STONES 60-00-000-73860 01-23-000-73860	104.85 52.42

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177185	6/29/2018	014190 LEHIGH HANSON	(Continued)		70-00-000-73860	17.47
Total :						174.74
177186	6/29/2018	012243 LET'S DO LUNCH INC.	22896		BOX LUNCHES 01-33-310-72220	87.50
Total :						87.50
177187	6/29/2018	013059 MAIOLO, DENISE	062518		REIM.EXP.MILEAGE 24.4 @ 54.5 M/	
			062518.		01-12-000-72130	13.31
					REIM.EXP.APRIL'18 MILEAGE 23.5 (
					01-12-000-72130	23.52
Total :						36.83
177188	6/29/2018	005765 MARTIN WHALEN O.S. INC.	729848		XER/XWC7225 COPIER MAINT REN	
					01-21-000-72750	737.64
Total :						737.64
177189	6/29/2018	012631 MASTER AUTO SUPPLY, LTD.	15030-53098		CREDIT AIR, BRAKE CALS	
					01-21-000-72540	-54.76
					01-17-205-72540	-110.00
			15030-53503		BALL JOINTS,TPMS SERV KIT	
					01-23-000-72540	139.62
			15030-53777		SPARK PLUG	
					01-23-000-72530	10.00
			15030-53814		TOTAL DYE,SPARK PLUG	
					01-12-000-72540	27.28
Total :						12.14
177190	6/29/2018	006074 MENARDS	45340		NAILS	
					01-25-000-72520	7.47
			45814		ADAPTOR,AUDIO CABLE	
					01-35-000-72923	4.63
			46077		RUBBER PIN MAT	
					60-00-000-73410	8.36
			46101		LEADER HOSE	
					01-25-000-72530	5.89

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177190	6/29/2018	006074 MENARDS	(Continued)			
			46146		SAW BLADE,HOSE CLAMPS,ELBOV	
					01-23-000-73630	17.40
			46147		TREE PRUNING PAINT 9OZ	
					01-23-000-73620	10.54
			46155		ELBOWS,RISERS	
					01-23-000-73630	2.33
			46215		MEASURING WHEEL	
					60-00-000-73410	26.99
			46218		28 QT CLEAR UNDERBED W/LID	
					01-23-000-73840	17.91
			46276		PARTS,BLADE	
					60-00-000-73630	95.33
			46303		CIRC SAW	
					60-00-000-73410	79.00
			46306		LYSOL	
					01-25-000-73580	17.88
			46308		LUMBER	
					60-00-000-73710	28.30
			46374		STUB,BIT HOLDER,KNIFE	
					01-19-000-73410	86.78
					Total :	408.81
177191	6/29/2018	005742 METRO POWER INC.	11964		GENERATOR TESTING	
				VTP-015886	60-00-000-72750	5,500.00
			11965		BATTERIES	
					01-25-000-72790	5,806.60
			11987		GENERATOR REPAIRS LOADBANK	
					60-00-000-72750	309.44
					Total :	11,616.04
177192	6/29/2018	005729 MR. RADIATOR & AIR COND SERV	041386		GAS TANK,STRAPS	
					01-17-205-72540	233.00
			041397		BLOCK OFF KIT	
					01-19-000-72540	85.00
					Total :	318.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177193	6/29/2018	018604 NAPA MONEE	126855		BELTS 01-17-205-72540	60.76
					Total :	60.76
177194	6/29/2018	008534 NAVAS, DINA	062618		PER DIEM: LODG,MEALS IL TRIAD (
					01-17-215-72140	262.74
					Total :	262.74
177195	6/29/2018	018250 NETWORKFLEET, INC	INVE0174933	VTP-015854	GPS 5 UNITS 01-23-000-72540	151.15
					Total :	151.15
177196	6/29/2018	015723 NICOR	64423710009		ACCT#64-42-37-1000 9 6825 173RD 01-25-000-72511	172.36
			81423710003		ACCT#81-42-37-1000 3 17375 69TH 01-25-000-72511	29.59
			90223493009		ACCT#90-22-34-9300 9 6700 SOUTH 73-67-000-72511	60.58
					Total :	262.53
177197	6/29/2018	006221 NORTHERN SAFETY CO. INC.	905984783	VTP-015916	DATALOGGING SOUND METER 01-17-220-73600	495.37
					Total :	495.37
177198	6/29/2018	013034 NOTARY PUBLIC ASSOC.	062618		NOTARY STAMP LISA VALLEY 01-12-000-72720	16.90
					Total :	16.90
177199	6/29/2018	001487 NUWAY DISPOSAL SERVICE INC	6207302		EXCHANGE -HAUL,DUMP CHARGE 01-23-000-72890	356.35
			6209246		SWEEPINGS 01-23-000-72890	2,650.50
			6209368		LINERS 01-35-000-72954	390.00
					Total :	3,396.85
177200	6/29/2018	018404 OFFICETEAM	51132443		6/15/18 PAULA WAGENER 01-12-000-72790	1,228.48

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177200	6/29/2018	018404 018404 OFFICETEAM	(Continued)		Total :	1,228.48
177201	6/29/2018	014025 OZINGA READY MIX CONCRETE,INC.	71059		CONCRETE BLOCKS	
					60-00-000-73770	210.00
					01-23-000-73770	210.00
					Total :	420.00
177202	6/29/2018	006475 PARK ACE HARDWARE	033765/2		INSECT SPRAY,EXT CORD	
					01-19-000-73580	17.98
					01-19-000-73410	61.97
			033783/2		PIPE CORR	
					01-23-000-72526	5.27
			033794/2		CLNR,CABLE TIES	
					01-23-000-73840	41.54
			058479/1		SCREWDRIVERS	
					60-00-000-73410	8.46
			58506/1		LUMBER,NAILS	
					60-00-000-73840	19.32
					Total :	154.54
177203	6/29/2018	018619 PAUS, MICHELLE	062518		REFUND VEHICLE STICKER SENIO	
					06-00-000-79005	23.50
					Total :	23.50
177204	6/29/2018	018014 PI VARIABLES, INC.	2130		ROAD SAFETY FLARE UNIV CONE ,	
					01-17-235-73600	115.00
					Total :	115.00
177205	6/29/2018	006499 PITNEY BOWES INC	1007877202		ACCT#0012198182 RED INK CARTF	
					01-14-000-72750	322.98
					Total :	322.98
177206	6/29/2018	006597 PITNEY BOWES PURCHASE POWER	8000900001076300		ACCT#8000-9000-0107-6300 POSTA	
					01-33-300-72110	328.84
					01-41-040-72110	3.03
					01-13-000-72110	30.54
					01-17-217-72110	0.47
					01-33-320-72110	0.47

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177206	6/29/2018	006597 PITNEY BOWES PURCHASE POWER	(Continued)		01-20-000-72110	63.45
					01-41-058-72110	105.75
					01-35-000-72110	0.94
					01-33-310-72110	45.24
					01-41-056-72110	108.57
					06-00-000-72110	227.56
					01-14-000-72110	1,873.42
					60-00-000-72110	511.72
					Total :	3,300.00
177207	6/29/2018	006780 POMP'S TIRE SERVICE, INC	410583390		TIRE	
					01-12-000-72540	403.08
			410583468		TIRES	
					01-17-205-73560	357.48
					Total :	760.56
177208	6/29/2018	006507 POSTMASTER, U. S. POST OFFICE	062918		PERMIT#6 JULY'18 WATERBILLS	
					60-00-000-72110	2,786.08
					Total :	2,786.08
177209	6/29/2018	006856 QUALIFICATION TARGETS,INC.	21801988		TARGET STANDS/FASTENERS	
				VTP-015929	01-17-220-73760	836.22
					Total :	836.22
177210	6/29/2018	006850 QUILL CORPORATION	7997329		POST ITS,FILE FOLDER	
					01-33-300-73110	74.69
					Total :	74.69
177211	6/29/2018	006361 RAY O'HERRON CO. INC	1832838-IN		AMMO	
				VTP-015873	01-17-220-73760	2,532.50
			1833065-IN		UNIFORMS	
					01-17-205-73610	1,576.08
			1833067-IN		UNIFORMS	
					01-17-205-73610	1,409.99
			1833576-IN		UNIFORM	
					01-17-205-73610	1,792.98

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177211	6/29/2018	006361 RAY O'HERRON CO. INC	(Continued) 1833618-IN	VTP-015873	AMMO 01-17-220-73760	967.50
					Total :	8,279.05
177212	6/29/2018	014974 RCM HEADSETS	0618229	VTP-015940	PLANTRONICS HEADSET REPLACE 01-21-210-73110	252.00
					01-21-210-73110	13.00
					Total :	265.00
177213	6/29/2018	006874 ROBINSON ENGINEERING CO. LTD.	18050182		PROJ#16-R0364 BIKE PATH EXT 16: 33-00-000-75205	1,509.25
			18050183		PROJ#17-R0492 MUNICIPAL PARKII 30-00-000-75800	8,354.00
					Total :	9,863.25
177214	6/29/2018	016334 RUSH TRUCK CENTERS	3011041339		OIL PAN, PARTS 01-23-000-72540	1,030.00
			3011048794		HARNESS,MOTOR CONTROL,SWIT 01-23-000-72540	516.84
					Total :	1,546.84
177215	6/29/2018	007629 SAM'S CLUB DIRECT	2196		TOWELS,SODA,GLUE 01-14-000-73115	9.98
					01-25-000-73110	9.98
					01-25-000-73580	17.48
					Total :	37.44
177216	6/29/2018	007092 SAUNORIS	567838		SOD 01-23-000-73680	787.00
			567876		CREDIT PALLET REFUND 01-23-000-73680	-48.00
			568382		LIMESTONE SCREENING 01-24-000-73680	56.70
					Total :	795.70
177217	6/29/2018	007453 SERVICE SANITATION, INC.	7509563		PORTABLE RESTROOM,HAND SAN	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177217	6/29/2018	007453 SERVICE SANITATION, INC.	(Continued)			
			7523697		01-35-000-72923 PORTABLE RESTROOM,HAND SAN 01-35-000-72923	900.00 264.00
					Total :	1,164.00
177218	6/29/2018	007577 SHERWIN WILLIAMS CO	2039-7		PAINT 01-25-000-73620	 43.58
					Total :	43.58
177219	6/29/2018	018435 SPECIAL T UNLIMITED	482729		UNIFORM 3 RECRUITS/TABLER,JA 01-17-205-73610	 585.00
					Total :	585.00
177220	6/29/2018	012238 STAPLES BUSINESS ADVANTAGE	3381374506		OFFICE SUPPLIES 01-14-000-73110	 260.61
			3381374507		PENS 01-14-000-73110	 11.99
			3381374508		DECANTER DECAF COFFEE 01-14-000-73115	 39.98
			3381374509		4X6 PHOTO,SHEET PROTECTOR 01-17-205-73110	 54.93
			3381374510		ORG TRAY TOP 01-17-205-73110	 36.99
			3381859364		DATASTICK 01-23-000-72565 60-00-000-72565 01-24-000-73110	 43.96 43.96 21.98
					Total :	514.40
177221	6/29/2018	015452 STEINER ELECTRIC COMPANY	S006070416.001		SAFETY GLASSES 60-00-000-73410	 22.01
			S006070416.002		ELECTRICAL 60-00-000-73410	 184.71
			S006072238.001		THERMAL UNIT, WIRE MARK BOOK 01-25-000-73570	 272.40

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177221	6/29/2018	015452	015452 STEINER ELECTRIC COMPANY	(Continued)		Total : 479.12
177222	6/29/2018	007297	SUTTON FORD INC./FLEET SALES		ARM ASY	
			466374		01-17-205-72540	108.10
			466404		SOCKET ASSY	
			466546		01-17-205-72540	310.02
			466581		LINK ASY	
			466581		01-23-000-72540	127.71
			466654		SHIELD SPLASH,SEAL ASY	
			466654		01-23-000-72540	71.02
			466809		SOCKET & WIRE	
			466809		01-17-205-72540	242.14
					MIRROR ASY	
					01-23-000-72540	293.35
					Total :	1,152.34
177223	6/29/2018	000645	TED'S GREENHOUSE INC.		LABOR	
			514279	VTP-015893	01-23-000-72881	732.60
			514280	VTP-015891	LABOR	
			514282	VTP-015891	01-23-000-72881	1,148.53
					LABOR STREET CONTAINERS	
					01-23-000-72881	3,891.82
					Total :	5,772.95
177224	6/29/2018	002957	THE BREWER COMPANY		PAINT	
			108308		01-23-000-73620	345.20
					Total :	345.20
177225	6/29/2018	017520	THE COP FIRE SHOP		VTP-015728 ALPHA FORCE SIPPER	
			116166		01-19-000-73610	101.99
					Total :	101.99
177226	6/29/2018	007886	THEODORE POLYGRAPH SERVICE		POLY EXAM ALEX SWANSON	
			5997		01-41-040-72846	175.00
					Total :	175.00
177227	6/29/2018	007777	THOMPSON ELEVATOR INSPECTION	18-1800	NEW CONSTR R&R MOD ELEV INS	
					01-33-300-72853	75.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177227	6/29/2018	007777	007777 THOMPSON ELEVATOR INSPECTIOI (Continued)		Total :	75.00
177228	6/29/2018	017851	UNITED METERS, INC.	2966	METERS & RADIOS 6/18/18-6/24/18 62-00-000-74176	12,185.00
					Total :	12,185.00
177229	6/29/2018	011904	UPS	0000626634258	SHIPPER#626634 60-00-000-72110	3.83
					Total :	3.83
177230	6/29/2018	008011	URBANSKI, JOHN	062218	REIM. EXP. SPWDA LUNCHEON MT 01-23-000-72170	8.00
					60-00-000-72170	8.00
			272		REIM.EXP. DONUTS 01-23-000-72220	9.58
					60-00-000-72220	9.58
					01-24-000-72220	4.77
					Total :	39.93
177231	6/29/2018	011416	VERIZON WIRELESS	809032107	285837077-00001 01-17-205-72127	8.85
				9809030558	ACCT 280481333-00001 11-00-000-72127	72.02
					01-16-000-72127	72.02
					01-17-220-72127	1,732.52
					01-17-205-72127	72.02
					01-19-000-72127	432.20
					01-20-000-72127	144.06
					01-21-000-72127	144.04
					01-25-000-72127	130.92
					01-33-300-72127	117.34
					01-33-310-72127	36.01
					01-33-320-72127	36.01
					01-35-000-72127	72.02
					01-12-000-72127	72.02
					01-13-000-72127	81.33
					01-11-000-72127	180.05

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177231	6/29/2018	011416 VERIZON WIRELESS	(Continued)			
					01-21-210-72127	36.01
					01-23-000-72127	597.05
					60-00-000-72127	489.02
			9809030559		ACCT 2804813333-00003	
					01-15-000-72120	53.80
					01-16-000-72120	177.54
					01-11-000-72120	78.23
					01-12-000-72120	53.80
					01-13-000-72120	115.67
					01-14-000-72120	12.39
					01-17-205-72120	1,188.79
					01-19-000-72120	249.58
					01-20-000-72120	271.81
					01-21-000-72120	153.77
					01-21-210-72120	234.06
					01-23-000-72120	1,183.79
					01-24-000-72120	176.60
					01-25-000-72120	251.53
					01-33-300-72120	269.00
					01-33-310-72120	152.00
					01-33-320-72120	53.80
					01-42-000-72120	26.43
					01-53-000-72120	7.57
					60-00-000-72120	910.04
					01-23-000-72127	36.01
					01-25-000-72127	36.01
					01-17-205-72127	36.01
					01-19-000-72127	72.02
					01-23-000-72120	137.48
					60-00-000-72120	99.99
					Total :	10,563.23
177232	6/29/2018	008340 W.G.N. FLAG & DECORATING CO	50429		MOURNING DRAPE	
					01-25-000-73112	310.00
					Total :	310.00

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177233	6/29/2018	010165 WAREHOUSE DIRECT WORKPL SOLTNS	3936282-0		TISSUE 01-25-000-73580	59.96
Total :						59.96
177234	6/29/2018	008280 WILL COUNTY CLERK	062618		NOTARY FILING FEE JULIE GAWRY 01-17-205-72720	10.00
Total :						10.00
177235	6/29/2018	008221 WILLE BROTHERS COMPANY	637443		READY MIX CONCRETE,EXP JOINT 60-00-000-73770 01-23-000-73770	349.75 349.75
Total :						699.50
177236	6/29/2018	018620 WOLSKE, JANET/CHARLES	062318		REFUND VEHICLE STICKER/SENIO 06-00-000-79005	23.50
Total :						23.50
177237	6/29/2018	016910 X-CENTRIC SOLUTIONS, LLC	2679		TWO FACTOR AUTHENICATION PR 30-00-000-74159	700.00
Total :						700.00
116 Vouchers for bank code : apbank						Bank total : 346,148.96
118 Vouchers in this report						Total vouchers : 347,456.44

Bank code : apbank

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

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

____ Village President

____ Village Clerk

____ Date

vchlist
07/06/2018 9:27:46AM

Voucher List
Village of Tinley Park

Page: 1

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177238	7/6/2018	003153 AC BRETT EQUIPMENT CORP	270428		SHOE KIT,RETRACTOR SPRINGS,S 01-24-000-72530	369.66
					Total :	369.66
177239	7/6/2018	002856 AIRY'S, INC	22506		REPL EXISTING 16" DIFM 167 & NO 61-00-000-75305	56,687.00
					Total :	56,687.00
177240	7/6/2018	002628 AMERICAN WATER	062918		JUNE'18/SEWER TRTMNT BROOKIE 60-00-000-73225	45,360.00
					Total :	45,360.00
177241	7/6/2018	012511 BEST BUY BUSINESS ADVANTAGE	3288071		**** 5339 APPLE 3.3FT LIGHTNING \	
			3296254		01-11-000-72567	39.98
					**** 5339 MICROSOFT SURFACE DC	
					01-33-310-72565	149.99
					Total :	189.97
177242	7/6/2018	015194 BEVERLY ENVIRONMENTAL LLC	30652		POST 1 - 167TH ST PUMP AND TAN	
			30654		01-23-000-72881	162.52
			30655		EASEMENT N SIDE OF JAMES ST R	
			30656		01-23-000-72881	112.52
			30657		SAYRE AVE EASEMENT N SIDE SAY	
			30658		01-23-000-72881	62.52
			30659		OAK PARK AVE PKWY/MEDIAN 168	
			30660		01-23-000-72881	75.00
			30661		RIDGELAND AVE PKWY (W SIDE) 1	
			30662		01-23-000-72881	162.52
			30663		WILLOW LANE DITCH	
			30664		01-23-000-72881	162.52
			30665		167TH ST PKWY ALONG CEMETER	
			30666		01-23-000-72881	62.52
			30667		GAYNELLE BRIDGE PARKWAYS	
			30668		01-23-000-72881	65.64
			30669		171ST ST PKWY - 92ND AVE TO 941	
			30670		01-23-000-72881	83.12

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177242	7/6/2018	015194 BEVERLY ENVIRONMENTAL LLC	(Continued)			
			30664		94TH AVE PARKWAYS 171ST - 175T 01-23-000-72881	137.52
			30665		BRIAR AND THORNWOOD POND (F 01-23-000-72881	125.00
			30666		171ST ST PARKWAY AT MIDLOTHIA 01-23-000-72881	70.00
			30667		6720 NORTH STREET - VACANT LO 01-23-000-72881	62.52
			30668		6742 NORTH ST 01-23-000-72881	96.24
			30669		BULL DOG BRIDGE 172ND ST/66TH 01-23-000-72881	62.52
			30670		OAK PARK AVE MUNICIPAL LOT LAI 01-23-000-72881	50.00
			30671		OAK PARK AVE TRAIN STATION - N 01-23-000-72881	109.36
			30672		VOGT PLAZA 01-23-000-72881	50.00
			30673		OLD CENTRAL SCHOOL VACANT L 01-23-000-72881	237.52
			30674		ESDA - SAFETY/FIRE/PUBLIC LOT (C 01-23-000-72881	50.00
			30675		SUBWAY PARKING LOT 17217 OAK 01-23-000-72881	50.00
			30676		OAK PARK AVE TRAIN STATION - S 01-23-000-72881	109.36
			30677		RIDGELAND EASEMENT 64TH CT & 01-23-000-72881	96.24
			30678		OAK FOREST AVE EASEMENT (N S 01-23-000-72881	109.72
			30679		FIRE STATION #3 9191 W 175TH ST 01-23-000-72881	87.52
			30680		175TH ST PARKWAY 01-23-000-72881	275.00
			30681		167TH ST PARKWAYS - 167TH & MA 01-23-000-72881	68.76

Voucher List
Village of Tinley Park

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177242	7/6/2018	015194 BEVERLY ENVIRONMENTAL LLC	(Continued) 30682		OAK PARK FRONTAGE RD ISLAND 01-23-000-72881	50.00
			30683		VACANT LOT (OAK PARK AVE BTWI 01-23-000-72881	50.00
			30684		TURF MEDIAN HALF CIRCLE ON G/ 01-23-000-72881	50.00
			30685		SMALL PARKING LOT PERIMETER (C 01-23-000-72881	65.64
			30686		PARKWAYS ON N AND S FOREST C 01-23-000-72881	50.00
			30687		VACANT LOT (W OF 175TH AND N C 01-23-000-72881	50.00
			30688		MOWING STRIP S OF TERRACE DR 01-23-000-72881	125.00
			30689		EAST SIDE OF SOUTHERNMOST TI 01-23-000-72881	50.00
			30690		S OF "H" SHAPED BLDG E OF HARI 01-23-000-72881	81.24
					Total :	3,368.04
177243	7/6/2018	018629 BEVERLY GLASS	070518		REFUND OVERPAYMENT CONTRAC 01-14-000-79010	50.00
					Total :	50.00
177244	7/6/2018	018634 BOYLES, EDWARD J.	070518		PERF HAT GUYS 7/28/18 MUSIC PL 01-35-000-72923	1,000.00
					Total :	1,000.00
177245	7/6/2018	003594 CARTEGRAPH SYSTEMS, INC.	SIN004656	VTP-015813	JULIE INTEGRATION INTO CARTEG 30-00-000-72650	15,000.00
					Total :	15,000.00
177246	7/6/2018	018627 CAVALLONE JR, FRANK	070318		REFUND DUPL STICKER 06-00-000-79005	25.00
					Total :	25.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177247	7/6/2018	017224 CCS CHICAGO CONTRACTORS SUPPLY	145937	VTP-015905	#47 PORTLAND 01-23-000-73770 01-23-000-73770	1,350.00 40.00
Total :						1,390.00
177248	7/6/2018	003243 CDW GOVERNMENT INC.	NFG7546	VTP-015939 VTP-015939 VTP-015939 VTP-015939	<PW> - AUTOCAD SFTW FOR VILL/ 01-23-000-72655 01-24-000-72655 01-25-000-72655 60-00-000-72655	1,024.45 256.11 256.11 1,024.45
Total :						2,561.12
177249	7/6/2018	003229 CED/EFENGEE	5025-519210		ELECTRICAL PARTS 01-25-000-73570	117.75
Total :						117.75
177250	7/6/2018	010637 CHASE CARD SERVICES	062918		**** 6102 BRAD BETTENHAUSEN 01-15-000-72130 01-15-000-72170	73.58 475.58
			062918.		**** 6102 BRAD BETTENHAUSEN 01-15-000-72170	65.53
Total :						614.69
177251	7/6/2018	013991 CHICAGO OFFICE PRODUCTS CO.	946184-0 946520-0		TAPE,CLIP,POST-ITS,FOLDER,SIGN 01-19-000-73110 CHAIRMAT,TAPE,POCKET FILE 01-19-000-73110	92.17 176.18
Total :						268.35
177252	7/6/2018	015199 CHICAGO PARTS & SOUNDS LTD	15475		HELLA GREEN LED SWITCH 01-17-205-72540	55.00
Total :						55.00
177253	7/6/2018	018198 CHICAGOLAND INVESTIGATIVE SERV	5154		EMPLOYMENT BACKGROUNDS/IN 01-12-000-72446 01-13-000-72446 01-21-000-72446	150.00 350.00 150.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177253	7/6/2018	018198 CHICAGOLAND INVESTIGATIVE SERV	(Continued)		01-41-040-72846 01-13-000-72446 01-41-040-72846 01-35-000-72446 01-20-000-72446 Total :	350.00 150.00 700.00 850.00 700.00 3,400.00
177254	7/6/2018	013171 COMCAST CABLE	8771401810170142		ACCT#8771401810170142 VH 16250 01-14-000-72125 Total :	229.85 229.85
177255	7/6/2018	013878 COMED - COMMONWEALTH EDISON	0567043065 2777112019 8363023007		ACCT#0567043065 LITE RT 25 7400 01-24-000-72510 ACCT#2777112019 175 & SADDLEW 01-23-000-72510 ACCT#8363023007 0 179TH ST & 82 60-00-000-72510 Total :	184.41 421.34 223.29 829.04
177256	7/6/2018	003408 COOK COUNTY TREASURER	070318		2017 2ND INSTALL 28-29-300-034 (F 16-00-000-72357 Total :	12,942.56 12,942.56
177257	7/6/2018	018234 CORE & MAIN LP	J072266		CURB BOX LID 60-00-000-73630 Total :	87.66 87.66
177258	7/6/2018	012558 D & M ARCHITECTURAL METALS,INC	11029		SERV CALL DOOR REPAIR / 7980 W 01-25-000-72520 Total :	375.00 375.00
177259	7/6/2018	018628 DEMAURO, DAVID/LISA	070318		REFUND SOLD VEHICLE 06-00-000-79005 Total :	25.00 25.00
177260	7/6/2018	003770 DUSTCATCHERS INC	49651		MATS/VH 01-25-000-72790	65.93

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177260	7/6/2018	003770 DUSTCATCHERS INC	(Continued) 49716		MATS / PD 01-25-000-72790	85.41
			50141		MATS/ VH 01-25-000-72790	65.93
			50205		MATS/ PD 01-25-000-72790	85.41
			50635		MATS/VH 01-25-000-72790	65.93
					Total :	368.61
177261	7/6/2018	004094 E J EQUIPMENT INC.	P12922		DIE SET,PUSHER PLATE,HOSE MEI 60-00-000-72530	616.96
			W05561	VTP-015938	NEW HOSE AND NOZZLES FOR UN 60-00-000-72530	2,483.10
					60-00-000-72530	552.37
					Total :	3,652.43
177262	7/6/2018	004009 EAGLE UNIFORM CO INC	266579		UNIFORMS/CHIEF REEDER 01-19-000-73610	312.25
					Total :	312.25
177263	7/6/2018	004033 EFFECTIVE SIGNS	18-06-378		BALANCE DUE-TP LOGO / COMM D 01-35-000-73112	457.50
					Total :	457.50
177264	7/6/2018	018512 ENVOY DATA CORPORATION	402173	VTP-015789	<IT> - 2FACTOR AUTH - AWID USB 30-00-000-74159	4,133.00
					Total :	4,133.00
177265	7/6/2018	004176 FEDEX (FEDERAL EXPRESS)	6-227-33989		ACCT#8845-9401-4 SHIPPING 01-14-000-72110	54.05
					Total :	54.05
177266	7/6/2018	018630 FEDINETS, CHRISTOPHER	Ref001362709		UB Refund Cst #00499707 Renter De 60-00-000-20599	75.00
					Total :	75.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177267	7/6/2018	015058 FLEETPRIDE	96869688		DRAIN VALVE HEATED 01-23-000-72540	313.62
			96907286		LUBE FILTER 01-23-000-72540	153.50
Total :						467.12
177268	7/6/2018	011611 FOX VALLEY FIRE & SAFETY CO.	IN00178497		FIRE ALARM SYSTEM SERV METR/ 73-80-000-72790	429.00
			IN00184451		RADIO MAINT/TAMPERS ALL RADIC 14-00-000-72550	340.00
			IN00184470		RADIO MAINT KIRBY SCHOOL 14-00-000-72550	110.00
			IN00184481		RADIO MAINT/TAMPERS ALL RADIC 14-00-000-72550	340.00
			IN00184482		RADIO MAINT/TAMPERS ALL RADIC 14-00-000-72550	220.00
Total :						1,439.00
177269	7/6/2018	015397 GOVTEMPSUSA LLC	2558653		6/17/18 PAULA WALLRICH 01-33-000-72750	8,986.25
Total :						8,986.25
177270	7/6/2018	004438 GRAINGER	9825102347		RAIN COATS,HOODED COVERALLS 60-00-000-73845	138.86
					01-24-000-73845	69.44
					01-23-000-73845	138.86
Total :						347.16
177271	7/6/2018	017885 HARMON JR, MICHAEL	070218		PER DIEM: LODG,MEALS,FUEL/POI 01-17-220-72140	634.30
Total :						634.30
177272	7/6/2018	018632 HAYES, ARLENE	Ref001362711		UB Refund Cst #00464472 60-00-000-20599	45.88
Total :						45.88
177273	7/6/2018	004741 HEARTS & FLOWERS	007975		BASKET ARRANGEMENT	

Voucher List
Village of Tinley Park

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177273	7/6/2018	004741 HEARTS & FLOWERS	(Continued)		01-11-000-73110	58.00
					Total :	58.00
177274	7/6/2018	004616 HILTI INC.	4611810085		HAMMER DRILL BIT 60-00-000-73410	84.35
					Total :	84.35
177275	7/6/2018	012328 HOMER INDUSTRIES	S118532		DROP CHARGE - CHIPS 01-23-000-72890	100.00
					Total :	100.00
177276	7/6/2018	005029 ILLINOIS EPA	ILR400460		ANNUAL NPDES FEE 7/1/18-6/30/19 65-00-000-72861	1,000.00
					Total :	1,000.00
177277	7/6/2018	005127 INGALLS OCCUPATIONAL MEDICINE	267054		EXAMS 01-41-040-72846	2,545.00
			267281		BREATHALYZER,DRUG SCREEN 01-23-000-72446	276.00
					01-24-000-72446	79.00
					01-23-000-72446	158.00
					60-00-000-72446	217.00
			267321		BREATHALYZER,DRUG SCREEN,E) 01-13-000-72446	79.00
					01-21-000-72446	316.00
					01-23-000-72446	79.00
					01-35-000-72446	79.00
					01-23-000-72446	79.00
					01-35-000-72446	94.00
					Total :	4,001.00
177278	7/6/2018	018046 KEVRON PRINTING & MAILING,INC.	18-40903		T-SHIRTS 01-14-000-73210	3,456.00
					Total :	3,456.00
177279	7/6/2018	015288 KIESLER POLICE SUPPLY	0868577		AMMUNITION	

Voucher List
Village of Tinley Park

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177279	7/6/2018	015288 KIESLER POLICE SUPPLY	(Continued)	VTP-015944	01-17-220-73760	4,115.37
					Total :	4,115.37
177280	7/6/2018	014846 LORENCE, BRUCE	0718		JUL18 LGB TRAIN MONTHLY MAINT 73-67-000-72530	30.00
					Total :	30.00
177281	7/6/2018	013059 MAIOLO, DENISE	062618		REIM. EXP. DONUTS 01-12-000-72220	7.49
			27		REIM. EXP. MEAL 01-12-000-72220	21.40
					Total :	28.89
177282	7/6/2018	013059 MAIOLO, DENISE	062518		REIM.EXP.MILEAGE 24.4 @ 54.5 M/	
			062518.		01-12-000-72130	13.31
					REIM.EXP.APRIL'18 MILEAGE 23.5 (12.82
					01-12-000-72130	
					Total :	26.13
177283	7/6/2018	005765 MARTIN WHALEN O.S. INC.	730454		CONTRACT 6/24/18-6/23/19	
			730718		01-21-210-72750	1,114.81
			730750	VTP-015932	<IT> REPLACMENT HIGH-VOLUME 30-00-000-74127	59,000.00
				VTP-015932	<IT> REPLACMENT HIGH-VOLUME 01-14-000-72750	4,210.95
				VTP-015932	01-19-000-72750	1,779.83
				VTP-015932	01-20-000-72750	1,779.83
				VTP-015932	01-33-300-72750	1,261.13
				VTP-015932	01-33-310-72750	1,261.13
				VTP-015932	01-33-320-72750	3,311.09
				VTP-015932	60-00-000-72750	2,968.04
					Total :	76,686.81
177284	7/6/2018	018635 MARYNOWSKI, RICHARD	070518		REFUND OVERPAYMENT VEHICLE 06-00-000-79005	23.00
					Total :	23.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177285	7/6/2018	018631 MC DONALD, MICHELLE	Ref001362710		UB Refund Cst #00494582 60-00-000-20599	137.32
Total :						137.32
177286	7/6/2018	006074 MENARDS	46557		SPACKLE,PUTY KNIVES,DUCK BLU 01-25-000-73620	23.92
			46590		POLYEST,QUICK LINK,QUICK SNAF 01-25-000-73112	41.12
			46591		SAW BLADE 01-23-000-73410	9.98
			46676		FIBERGLASS REPAIR KIT 01-25-000-72520	11.99
			46679		MOP BUCKET 01-25-000-73580	49.83
			46747		9" ROLLER FRAME 5 WIRE 01-23-000-73620	5.91
			46815		COLEMAN 40% DEET AEROSOL 01-23-000-73550	5.39
			46817		FLAGPOLE,FLAG SET 01-25-000-73112	21.75
			46824		FLAG SET 01-25-000-73112	34.95
			46825		FILTER,DUSTER,PUMP,HOSE CLAM 60-00-000-72530	39.13
Total :						243.97
177287	7/6/2018	012395 MICROSYSTEMS, INC.	I000062618		BALANCE DUE/BLDG RECORDS SC 01-33-300-72345	6,952.13
Total :						6,952.13
177288	7/6/2018	017764 MONTANA & WELCH, LLC.	11216		HEARING OFFICER 01-14-000-72876	1,560.00
Total :						1,560.00
177289	7/6/2018	017651 MSC INDUSTRIAL SUPPLY CO.	2217669001		DRILL BITS,BRAKE CLNR,PAITN,PA 60-00-000-72540	76.34
					01-24-000-72540	76.33

Voucher List
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177289	7/6/2018	017651 MSC INDUSTRIAL SUPPLY CO.	(Continued)			
					01-23-000-72540	76.34
					01-17-205-72540	114.51
					01-33-300-72540	38.17
			2217741001		PARTS	
					60-00-000-73840	505.56
			2217813001		PARTS	
					60-00-000-73630	476.98
					Total :	1,364.23
177290	7/6/2018	014443 MURPHY & MILLER, INC.	SVC00015436		VH REPL FREEZES FOR TRANE UN	
					01-25-000-72790	1,533.40
					Total :	1,533.40
177291	7/6/2018	012301 MVP FIRE SYSTEMS,INC	10720		LOW AIR ON DRY VALVE 7980 W 1E	
					01-25-000-72530	1,055.00
					Total :	1,055.00
177292	7/6/2018	018552 NAPA WORTH	3466-775316		OIL DRY	
					60-00-000-72540	15.96
					01-24-000-72540	15.96
					01-23-000-72540	15.96
					01-17-205-72540	23.94
					01-33-300-72540	7.98
					Total :	79.80
177293	7/6/2018	015723 NICOR	06821610000		ACCT#06-82-16-1000 0 6640 167TH	
					60-00-000-72511	33.37
			53463710003		ACCT#53-46-37-1000 3 18241 S 80T	
					01-25-000-72511	27.24
			54072310003		ACCT#54-07-23-1000 3 16250 OAK F	
					01-25-000-72511	521.28
			73675410002		ACCT#73-67-54-1000 2 7800 183RD	
					01-25-000-72511	918.99
			74433410003		ACCT#74-43-34-1000 3 7700 W 183I	
					01-25-000-72511	27.94
			83523710008		ACCT#83-52-37-1000 8 7980 183RD	

Voucher List
Village of Tinley Park

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177293	7/6/2018	015723 NICOR	(Continued)			
			96019958527		01-25-000-72511 ACCT#96-01-99-5852 7 7999 W TIME 73-80-000-72511	109.56 158.59
					Total :	1,796.97
177294	7/6/2018	016641 NIEMEYER, DAVID	070618		REIM. EXP. LODG CONF AIRFARE/I 01-12-000-72170 01-12-000-72130	 1,883.65 375.40
					Total :	2,259.05
177295	7/6/2018	006221 NORTHERN SAFETY CO. INC.	902995392		EYEWEAR 60-00-000-73845 01-24-000-73845 01-23-000-73845	 65.55 32.78 65.55
					Total :	163.88
177296	7/6/2018	018404 OFFICETEAM	51192925		6/22/18 PAULA WAGENER 01-12-000-72790	 1,100.64
					Total :	1,100.64
177297	7/6/2018	006475 PARK ACE HARDWARE	058520/1		PLUG,MINI ROLLER 01-25-000-72530 01-25-000-73620	 7.67 6.87
			58508/1		MINI ROLLER 01-25-000-73620	 3.67
			58510/1		SPRAYER 01-23-000-73680	 19.19
			58538/1		ROLLER COVERS 01-23-000-73620	 13.74
					Total :	51.14
177298	7/6/2018	017785 PASSWARE, INC	1302		SUBSCRIPTION 01-17-225-72720	 348.25
					Total :	348.25
177299	7/6/2018	006727 PATTEN INDUSTRIES, INC	P50C1049271		SEAL,SEAL O RING	

Voucher List
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177299	7/6/2018	006727 PATTEN INDUSTRIES, INC	(Continued)		01-23-000-72530	662.26
					Total :	662.26
177300	7/6/2018	018625 PIRTEK O'HARE	S2733355.001		CAP & PLUG KITS	
					01-23-000-72530	55.49
					60-00-000-72530	55.49
					Total :	110.98
177301	7/6/2018	006499 PITNEY BOWES INC	1008023122		ACCT#1008023122 VH 7/16/18-10/1	
					01-14-000-72750	75.00
					60-00-000-72750	75.00
					Total :	150.00
177302	7/6/2018	016387 POLLARD WATER	0112712	VTP-015953	LOCATOR	
					01-23-000-73410	605.00
					01-23-000-73410	23.60
					Total :	628.60
177303	7/6/2018	006559 PRAXAIR DISTRIBUTION, INC	83636428		INDUST ACETYLENE,HIGH PRESSL	
					60-00-000-73730	95.10
					01-23-000-73730	95.10
					01-24-000-73730	47.53
					Total :	237.73
177304	7/6/2018	013587 PROSHRED SECURITY	100111166		SHREDDING	
					01-17-205-72750	140.00
					Total :	140.00
177305	7/6/2018	010575 PUBLIC AGENCY TRAINING COUNCIL	230975		SEMINAR PERSHA RESPONSE TO :	
					01-17-205-72140	325.00
					Total :	325.00
177306	7/6/2018	018633 RATLIFF, YOLANDA	Ref001362712		UB Refund Cst #00504396	
					60-00-000-20599	16.05
					Total :	16.05
177307	7/6/2018	009047 RIORDAN, DANIEL	062918		REIM. EXP. SHUTTLE,FUEL,MEALS.	

Voucher List
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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177307	7/6/2018	009047 RIORDAN, DANIEL	(Continued)		01-20-000-72220	53.30
					01-20-000-72130	71.00
					Total :	124.30
177308	7/6/2018	013234 ROMEOVILLE FIRE ACADEMY	2018-306	VTP-015522	TRAINING TUITION	
					01-19-000-72145	350.00
			2018-326		VTP-015573 TRAINING REBECCA S	
					01-19-000-72145	550.00
					Total :	900.00
177309	7/6/2018	006922 RUBINO'S ITALIAN IMPORTS	286		DELI ITEMS	
					01-17-205-72220	374.25
					Total :	374.25
177310	7/6/2018	007629 SAM'S CLUB DIRECT	0896		WATER,COPY PAPER,CLOROX,SPL	
					01-25-000-73580	13.98
					01-14-000-73110	36.23
					60-00-000-73110	36.23
					01-33-300-73110	36.22
					01-33-310-73110	36.22
					60-00-000-73115	13.97
					01-24-000-73115	6.98
					01-23-000-73115	13.97
					60-00-000-73110	11.60
					01-24-000-73110	5.78
					01-23-000-73110	11.60
			2081		COPY PAPER,FABU,SNACKS,LYSOI	
					01-19-000-73110	115.92
					01-14-000-73115	33.54
					01-25-000-73580	90.50
					60-00-000-73115	9.55
					01-24-000-73115	4.78
					01-23-000-73115	9.55
			2878		WATER,TEA,SODA,NON DAIRY CF	
					01-14-000-73115	37.36
					60-00-000-73115	9.91

Voucher List
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177310	7/6/2018	007629 SAM'S CLUB DIRECT	(Continued)			
					01-33-300-73110	9.91
					01-33-310-73110	9.91
					60-00-000-73115	21.84
					01-24-000-73115	10.91
					01-23-000-73115	21.84
			9075		SODA,WATER,CANDY,TAPE	
					01-14-000-73115	77.17
					60-00-000-73110	11.98
					01-24-000-73110	6.00
					01-23-000-73110	11.98
					60-00-000-73115	23.90
					01-24-000-73115	11.96
					01-23-000-73115	23.90
					Total :	775.19
177311	7/6/2018	017378 SIKICH LLP	347024		AUDIT YR ENDING 4/30/18	
					01-14-000-72845	3,000.00
					60-00-000-72845	3,000.00
					70-00-000-72845	100.00
					Total :	6,100.00
177312	7/6/2018	007109 SIRCHIE FINGER PRINT LABS	0353875-IN		EVIDENCE BOXES	
				VTP-015931	01-17-225-73550	259.68
					Total :	259.68
177313	7/6/2018	018147 SONI, RAJ	070518		PERF 7/7/18 FARMERS MARKET	
					01-35-000-72923	75.00
					Total :	75.00
177314	7/6/2018	012238 STAPLES BUSINESS ADVANTAGE	3381904389		PAPER ROLL	
					01-13-000-73110	52.78
			3381904390		TONER,MOISTENER,DATASTICKS,C	
					01-17-220-72855	156.16
					01-17-205-73110	251.34
			3381904391		BUSINESS CARDS	
					01-17-205-73110	18.49

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177314	7/6/2018	012238 STAPLES BUSINESS ADVANTAGE	(Continued) 3382578534		BROTHER TZE-221 01-23-000-73110 60-00-000-73110 01-24-000-73110	83.96 83.96 41.98
Total :						688.67
177315	7/6/2018	011189 STAPLES CREDIT PLAN	062918		**** 8144 CHAIR MATS 01-25-000-74110	89.97
Total :						89.97
177316	7/6/2018	015452 STEINER ELECTRIC COMPANY	S006080805.001 S006080805.002		PHIL 73-67-000-73570 LAMP 70-00-000-73570	20.37 560.64
Total :						581.01
177317	7/6/2018	007297 SUTTON FORD INC./FLEET SALES	466858 466882 590528		HANDLE ASY 01-24-000-72540 SENSOR ASY,SEAL ASY-OIL 01-17-205-72540 LABOR,SHAFT ASY 01-17-205-72540	56.56 20.52 489.36
Total :						566.44
177318	7/6/2018	000645 TED'S GREENHOUSE INC.	514281 514284 514285 514286 514287 514288	VTP-015744 VTP-015744 VTP-015892	PLANTERS 01-23-000-72881 PLANTERS 01-23-000-72881 LABOR/TRAIN,POLICE,VILLAGE 01-23-000-72881 FLOWERS TRAIN CONTAINERS 70-00-000-72881 POTS FOR NORTH BEDS AT TRAIN 01-23-000-72881 FLOWERS / 6 TRAIN POTS 01-23-000-72881	3,668.41 682.54 724.11 2,187.36 865.00 1,840.90

Voucher List
Village of Tinley Park

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177318	7/6/2018	000645 TED'S GREENHOUSE INC.	(Continued) 514289	VTP-015744	PLANTERS 01-23-000-72881	431.95
Total :						10,400.27
177319	7/6/2018	007717 THIRD DISTRICT FIRE CHIEF ASSN	3831		QUARTERLY MABAS 24 DUES & AS 01-19-000-72720	1,500.00
Total :						1,500.00
177320	7/6/2018	007777 THOMPSON ELEVATOR INSPECTION	18-1821		2 ELEVATOR PLAN REVWS/HOLLYV 01-33-300-72853	150.00
Total :						150.00
177321	7/6/2018	018160 TINLEY PARK BOWL INC	070218		RENTAL 1 SET BEAN BAGS 01-35-000-72923	100.00
Total :						100.00
177322	7/6/2018	004490 TINLEY PARK POLICE DEPT.	070218		PETTY CASH/PARKING,REFRESHM 01-17-205-72130 01-17-215-72220 01-17-215-73110 01-17-217-72220	42.00 16.32 11.50 44.74
Total :						114.56
177323	7/6/2018	012480 TOTAL ADMINISTRATIVE SERV.CORP	IN1288561		FSA-ADMIN FEE 8/1/18-8/31/18 01-12-000-72449	207.57
Total :						207.57
177324	7/6/2018	011452 TRIHEDRAL ENGINEERING LIMITED	1667	VTP-015955	SCADA SUPPORT RENEWAL 60-00-000-72655	3,107.24
Total :						3,107.24
177325	7/6/2018	002165 ULINE, INC	98845053		BAGS 01-17-205-73600	183.44
Total :						183.44
177326	7/6/2018	017851 UNITED METERS, INC.	2972		METERS & RADIOS INSTALLED 6/21 62-00-000-74176	20,305.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177326	7/6/2018	017851 017851 UNITED METERS, INC.	(Continued)		Total :	20,305.00
177327	7/6/2018	007987 UNITED METHODIST CHURCH	0718		JULY 18 COMMUTER PARKING LO 70-00-000-72621	1,200.00
					Total :	1,200.00
177328	7/6/2018	010579 UNIVERSITY OF ILLINOIS	062118		TRAINING POLIC TACTICAL FIREAF 01-17-220-72140	1,618.00
					Total :	1,618.00
177329	7/6/2018	006362 VILLAGE OF OAK LAWN	5833		REGIONALWATER LOAN INTEREST 60-00-000-73221	15,078.22
					Total :	15,078.22
177330	7/6/2018	012368 VISION INTEGRATED GRAPHICS,LLC	513876		LATE NOTICES MAY 1ST BILLS 60-00-000-72310	345.20
			513877		60-00-000-72110	489.00
					JUNE 1ST WATER BILLS 60-00-000-72310	1,633.77
					Total :	2,467.97
177331	7/6/2018	010165 WAREHOUSE DIRECT WORKPL SOLTNS 3895130-0		VTP-015812	TP SAFETY BLDG FURNITURE 30-00-000-74110	4,999.85
				VTP-015812	30-00-000-74110	858.00
			3940108-0		30-00-000-74110	7,418.52
					SOAP 01-25-000-73580	113.70
					Total :	13,390.07
177332	7/6/2018	008280 WILL COUNTY CLERK	070218		NOTARY/CHRISTINA G. NUNEZ FILI 01-17-205-72720	10.00
					Total :	10.00
95 Vouchers for bank code : apbank						Bank total : 356,811.04
95 Vouchers in this report						Total vouchers : 356,811.04

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>
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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

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07/13/2018 10:16:18AM

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Village of Tinley Park

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177333	7/13/2018	002842 ABC SUPPLY CO. INC	71631743		SEALANT 01-25-000-73630	6.16
					Total :	6.16
177334	7/13/2018	002734 AIR ONE EQUIPMENT, INC	134097		SCBA REPAIR 01-19-000-72578	604.60
					Total :	604.60
177335	7/13/2018	002856 AIRY'S, INC	22513		REPAIRS MADE 167TH AFTER 2 MA 60-00-000-73770	11,544.72
					Total :	11,544.72
177336	7/13/2018	002411 ALEXANDER CHEMICAL CORP	SCL 10020354		CREDIT CYL 60-00-000-73550	-1,200.00
			SLS 10072570		CHLORINE,CONTAINER DEPOSIT 60-00-000-73550	3,027.00
					Total :	1,827.00
177337	7/13/2018	011227 AMERICAN SOLUTIONS FOR	INV03610891	VTP-015926 VTP-015926	AP CHECK STOCK 60-00-000-73110 01-14-000-73110 60-00-000-73110 01-14-000-73110	26.35 302.99 4.35 50.04
					Total :	383.73
177338	7/13/2018	002537 AURELIO'S PIZZA	28		PIZZAS 01-21-000-72220	220.80
			52		PIZZAS 01-21-000-72220	131.40
					Total :	352.20
177339	7/13/2018	014436 AUTOZONE INC	2689375064		TRANS FLUID 60-00-000-73535	7.49
					Total :	7.49
177340	7/13/2018	018219 AXON ENTERPRISE, INC.	SI-1542615		HANDLE	

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Village of Tinley Park

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177340	7/13/2018	018219 AXON ENTERPRISE, INC.	(Continued)		01-17-220-72530	1,022.00
					Total :	1,022.00
177341	7/13/2018	003166 B & J TOWING AND AUTO REPAIR	0013666		TRUCK SAFETY INSPECTIONS	
					60-00-000-72266	93.50
					01-23-000-72266	141.00
					Total :	234.50
177342	7/13/2018	010953 BATTERIES PLUS - 277	277-P3285001		BATTERY	
					14-00-000-74150	140.00
			277-P3428591		LAPTOP	
					01-23-000-72565	103.95
			P2088780		BATTERIES	
					60-00-000-73840	34.56
					01-23-000-73840	34.56
					01-24-000-73840	17.28
					Total :	330.35
177343	7/13/2018	002974 BETTENHAUSEN CONSTRUCTION SERV	180077		HAULING SPOILS & WOOD CHIPS	
					60-00-000-73681	510.00
					01-23-000-72890	340.00
			180079		HAULING WOOD CHIPS,BRUSH & L	
					01-23-000-72890	750.00
			180081		HAULING STONES	
					60-00-000-73860	360.00
					01-23-000-73860	180.00
					70-00-000-73860	60.00
					Total :	2,200.00
177344	7/13/2018	015194 BEVERLY ENVIRONMENTAL LLC	30651		167TH ST MEDIANS - BTW HARLEM	
					01-23-000-72881	112.52
			30691		94TH AVE PARKWAYS 175TH-179TH	
					01-23-000-72881	175.00
			30692		ASH AND 176TH - 9200 WEST	
					01-23-000-72881	78.76
			30693		84TH AVE PKWY (E SIDE) FROM 17	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177344	7/13/2018	015194 BEVERLY ENVIRONMENTAL LLC	(Continued)			
			30694		01-23-000-72881 RADCLIFF POND AND 175TH ST PK	96.24
			30695		01-23-000-72881 179TH ST POND N SIDE OF 179TH :	350.00
			30697		01-23-000-72881 80TH AVE PKWYS 175TH TO 179TH	350.00
			30698		01-23-000-72881 175TH ST AND QUEEN MARY LN PC	109.36
			30699		01-23-000-72881 179TH ST PKWYS - 80TH TO 84TH (192.52
			30700		01-23-000-72881 POST 11 - ELEVATED WATER TANK	612.52
			30702		01-23-000-72881 TEXAS ROADHOUSE DRIVE/WHITE	196.88
			30703		01-23-000-72881 TEXAS ROADHOUSE DRIVE/WHITE	87.52
			30704		01-23-000-72881 183RD ST PARKWAYS AND MEDIAN	87.52
			30708		01-23-000-72881 POND S & N SIDE 179TH ST & 86TH	537.52
			30709		01-23-000-72881 POND NEWCASTLE DRIVE & MANS	412.52
			30710		01-23-000-72881 179TH ST PKWY - GOLDEN PHEAS,	1,000.00
			30712		01-23-000-72881 80TH AVE PKWY RR TO 183RD ST (262.52
			30713		01-23-000-72881 CORK ROAD POND AND VACANT L	109.48
			30715		01-23-000-72881 POLICE STATION 7850 183RD ST	109.36
			30716		01-23-000-72881 80TH AVE PKWY RR TO 183RD ST (175.00
			30717		01-23-000-72881 80TH AVE TRAIN STATION	109.36
			30718		01-23-000-72881 BERM EMA GARAGE (7780 183RD S	831.24

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177344	7/13/2018	015194 BEVERLY ENVIRONMENTAL LLC	(Continued)			
			30719		01-23-000-72881 VETERANS PKWY EASEMENT - 761	109.36
			30720		01-23-000-72881 FIRE TRAINING TOWER	700.00
			30721		01-23-000-72881 183RD STREET EASEMENT (SOUTH)	109.36
			30722		01-23-000-72881 183RD ST PARKWAY 91ST AVE - 94'	175.00
			30723		01-23-000-72881 92ND AVE PKWY (EAST SIDE) 92ND	153.12
			30725		01-23-000-72881 185TH ST PARKWAY	131.24
			30726		01-23-000-72881 183RD ST PKWY (N SIDE) 183RD PI	78.76
			30728		01-23-000-72881 80TH AVE PARKWAYS 191ST ST TO	144.36
			30730		01-23-000-72881 183RD ST POND BETWEEN 91ST A'	196.88
			30731		01-23-000-72881 88 AVE PKWYS BOTH SIDES FROM	225.00
			30733		01-23-000-72881 80TH AVE PARKWAYS EAST AND W	150.00
			30734		01-23-000-72881 80TH AVE EAST PKWY (FROM CAR	175.00
			30735		01-23-000-72881 183RD PL NORTH SIDE PARKWAY (78.76
			30736		01-23-000-72881 LAGRANGE RD MEDIANS (171ST S'	112.52
					01-23-000-72881	178.14
					Total :	8,713.34
177345	7/13/2018	015194 BEVERLY ENVIRONMENTAL LLC	30696		88 AVE & 175 ST PKWYS - 175 FRO	
			30701		01-23-000-72881 SANDALWOOD GUARDRAIL	74.36
			30711		01-23-000-72881 80TH AVE PARKWAYS 2 (WEST SID	74.36

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177345	7/13/2018	015194 BEVERLY ENVIRONMENTAL LLC	(Continued)		01-23-000-72881	74.36
			30714		183RD ST EASEMENT - 80TH AVE T	
			30724		01-23-000-72881	74.36
			30727		183RD ST PKWY (S SIDE) 183RD BI	
			30729		01-23-000-72881	74.36
			30732		FAIRFIELD LANE & GLENSHIRE ST	
			30737		01-23-000-72881	65.64
					POST #13 BROOKSIDE GLEN LIFT S	
					01-23-000-72881	65.64
					BROOKSIDE GLEN DR PARCEL PEI	
					01-23-000-72881	62.52
					183RD ST MEDIANS (FROM 94TH A	
					01-23-000-72881	75.00
					Total :	640.60
177346	7/13/2018	012966 BOLING, THOMAS	06-18		SHAREPOINT	
					01-16-000-72650	787.50
					Total :	787.50
177347	7/13/2018	018643 BREMEN SCHOOL DIST 228	Ref001363128		Refund receipt #: 181760510281	
					01-00-000-20100	342.00
					Total :	342.00
177348	7/13/2018	018638 BUBIS, MARY	070918		REFUND VEHICLE STICKER/SOLD	
					06-00-000-79005	25.00
					Total :	25.00
177349	7/13/2018	003304 CARLIN-MORAN LANDSCAPE INC	2101		MISC CUTTING	
			2385		01-33-300-72744	247.50
			2432		PAVER REPAIRS/BEHIND FS 173RD	
			2443		01-25-000-72520	1,960.50
			2466	VTP-015914	OPA TRAIN STATION	
					70-00-000-72881	2,600.00
					FIX RETAINING WALL	
					01-23-000-72881	112.50
					ISLAND PLANTING	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177349	7/13/2018	003304 CARLIN-MORAN LANDSCAPE INC	(Continued)			
			2467	VTP-015959	01-23-000-72881 OPA TRAIN NEAR FOUNTAIN	2,150.00
			2468	VTP-015957	01-23-000-72881 OPA TRAIN STATION PLANTINGS	1,045.00
				VTP-015958	70-00-000-72881	2,250.00
					Total :	10,365.50
177350	7/13/2018	012398 CARROLL, RUSSELL	070918		REFUND PARKING PLACARD 70-00-000-79000	90.00
					Total :	90.00
177351	7/13/2018	003396 CASE LOTS INC.	002897		CUPS,CAN LINERS 01-25-000-73115	151.59
			003061		01-25-000-73580 TOILET TISSUE,TOWELS	149.97
					01-25-000-73580	340.90
					Total :	642.46
177352	7/13/2018	003328 CATCHING FLUIDPOWER INC.	A18099-001		ADAPTERS 60-00-000-72530	8.21
					Total :	8.21
177353	7/13/2018	003243 CDW GOVERNMENT INC.	NGF7132		<IT> - LICENSING FOR IN-PLACE AI	
			NHB7034	VTP-015949	01-16-000-72655	923.20
			NHL9883		CABLE,ROD 30-00-000-74131	40.72
				VTP-015967	<PS> - REPLACEMENT TOUGHBOC 30-00-000-74128	4,899.78
					Total :	5,863.70
177354	7/13/2018	003229 CED/EFENGEE	5025-519343		PH-CNTRL 01-24-000-73570	304.58
					Total :	304.58
177355	7/13/2018	013388 CHICAGO METROPOLITAN AGENCY	FY2019--035		FY 2019 LOCAL CONTRIBUTION 01-14-000-72720	2,144.60

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177355	7/13/2018	013388	013388 CHICAGO METROPOLITAN AGENCY (Continued)		Total :	2,144.60
177356	7/13/2018	003494	CITYTECH USA INC.	3260	MEMBERSHIP/PUBLIC SALARY ANN 01-12-000-72720	390.00
					Total :	390.00
177357	7/13/2018	017298	COMCAST BUSINESS	67010433	ACCT#930890410 7/1/18-7/31/18 01-14-000-72125	1,140.05
					Total :	1,140.05
177358	7/13/2018	013171	COMCAST CABLE	8771401810296319	ACCT#8771401810296319 PS 17355 01-14-000-72125	229.85
					Total :	229.85
177359	7/13/2018	013878	COMED - COMMONWEALTH EDISON	3214011009	ACCT#3214011009 16853 LAKEWOOD 60-00-000-72510	297.19
					Total :	297.19
177360	7/13/2018	012410	CONSERV FS, INC.	105004300	DIESELEX GOLD ULTRA LS DYED 60-00-000-73545	487.94
			66022054		SOLO BACKPACK SPRAYER 01-23-000-72530	89.70
			66022075		E-Z REACHER 01-23-000-73410	38.00
					Total :	615.64
177361	7/13/2018	016970	CONSOLIDATED FLEET SRVCS INC	2018MY0111	UNIT TRK 46 PIERCE 100' HDL,GRC 01-19-000-72530	763.50
					Total :	763.50
177362	7/13/2018	012826	CONSTELLATION NEWENERGY, INC.	12500418501	CUST#795603-10~ 5/25/18-6/26/18 01-24-000-72510	3,148.81
					Total :	3,148.81
177363	7/13/2018	018500	COOK COUNTY TREASURER	2018-2	MAINT TRAFFIC SIGNALS 4/1/18-6/18 01-24-000-72775	4,022.00
					70-00-000-72775	684.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177363	7/13/2018	018500	018500 COOK COUNTY TREASURER	(Continued)		
					Total :	4,706.00
177364	7/13/2018	018234	CORE & MAIN LP		I952467	HOUSING ASSY
					J121082	62-00-000-74176
					J125367	METER
					J127979	62-00-000-74176
						PIPE
						60-00-000-73630
						CPLG
						60-00-000-73630
					Total :	3,046.24
177365	7/13/2018	011940	COSSIDENTE, JEFFREY		070318	REIM.EXP. SAFETY BOOTS
						60-00-000-73610
					Total :	125.00
177366	7/13/2018	017650	CRASH CHAMPIONS LLC-MOKENA		5261	ACCIDENT UNIT 18B (HGD92353)
				VTP-015970	01-17-205-72540	
					Total :	4,400.73
177367	7/13/2018	003635	CROSSMARK PRINTING, INC		71091	UTILITY TERMINATION NOTICE
						60-00-000-72310
					Total :	298.34
177368	7/13/2018	000550	CUPKAKE'S FAM FUN TIME CLOWNS		053018	FACE PAINTING/NAT'L NIGHT OUT &
						01-17-215-73600
					Total :	300.00
177369	7/13/2018	003816	D & H LAWN IRRIGATION INC.		00142878	SERVICE/4" RPZ REBUILT
						60-00-000-72745
					Total :	1,119.98
177370	7/13/2018	017603	DANDAN, RICK TARIQ		063018	JUNE'18 CONSULTING SERV
						01-33-300-72790
					Total :	6,970.22
177371	7/13/2018	009126	DAVID FLEMING ENTERTAINMENT		053018	MAGIC,JUGG,BALLOONS/NAT'L NIC
						01-17-215-73600
						200.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177371	7/13/2018	009126 009126 DAVID FLEMING ENTERTAINMENT	(Continued)			Total : 200.00
177372	7/13/2018	018394 DETAILED INSPECTION SERVICE	1881		INSPECTIONS 01-33-300-72790	1,360.00
					Total :	1,360.00
177373	7/13/2018	003770 DUSTCATCHERS INC	50704		MATS/PD 01-25-000-72790	85.41
			50705		MATS/PW GARAGE 01-25-000-72790	97.00
					Total :	182.41
177374	7/13/2018	017073 DYNEGY ENERGY SERVICES LLC	146561318071		ACCT#GMCTIN1000 5/29/18-6/26/18 60-00-000-72510	20,640.01
					Total :	20,640.01
177375	7/13/2018	004094 E J EQUIPMENT INC.	P12936		DO-5 3/4 FINNED SKID 60-00-000-72530	84.63
					Total :	84.63
177376	7/13/2018	004152 ECOLAB PEST ELIMINATION INC.	2059173		PEST CONTROL/VH 01-25-000-72790	75.00
					Total :	75.00
177377	7/13/2018	004111 EJ USA. INC	110180048742		HYD WRENCH 01-23-000-73410	60.00
			110180050081		UND GR 01-23-000-73790	187.53
					Total :	247.53
177378	7/13/2018	011269 ELLIS, DON	070518		SOUND & LIGHTS 8/11/18 MUSIC PI 01-35-000-72923	700.00
					Total :	700.00
177379	7/13/2018	011269 ELLIS, DON	070518.		SOUND & LIGHTS 8/25/18 MUSIC PI 01-35-000-72923	700.00
					Total :	700.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177380	7/13/2018	004119 ETP LABS INC.	18-133252		COLIFORM SAMPLES 60-00-000-72865	574.30
					Total :	574.30
177381	7/13/2018	004019 EVON'S TROPHIES & AWARDS	062118		BENCH AWARDS 01-35-000-72923	385.00
					Total :	385.00
177382	7/13/2018	004176 FEDEX (FEDERAL EXPRESS)	6-234-67490		ACCT#8845-9401-4 SHIPPING~ 01-14-000-72110	24.77
					Total :	24.77
177383	7/13/2018	015058 FLEETPRIDE	99925039		AIR FILTERS,AIR SAFETY ELEMEN 01-23-000-72540	151.32
					Total :	151.32
177384	7/13/2018	012941 FMP	50-2028652		ACCUMULATOR ASSY 01-17-205-72540	54.31
			50-2067230		MOTOR ASY-WIPER,CORE CHARG 01-17-205-72540	156.75
			52-388793		CREDIT / CONDENSER ASY 01-17-205-72540	-271.88
			52-389596		OIL FILTER 01-19-000-72540	5.38
			52-389605		OIL 01-19-000-72540	32.88
			52-389761		ACCUMULATOR ASSY 01-17-205-72540	54.31
			52-390143		SWITCH-AIR COND 01-17-205-72540	17.77
			52-390266		CREDIT PIG TAIL 01-17-205-72540	-29.01
			52-390675		RESISTOR ASY 01-33-310-72540	22.29
			52-391408		MOTOR 01-23-000-72540	35.22
			52-391550		CREDIT SWITCH-AIR COND,BATTE	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177384	7/13/2018	012941 FMP	(Continued)			
					01-17-205-72540	-17.77
					01-19-000-72540	-13.00
			52-391553		V-RIBBED SERPEN	
					01-19-000-72540	54.38
			52-391661		SWITCH ASY	
					01-17-205-72540	31.85
			52-392242		COOLING SYSTEM	
					01-12-000-72540	4.42
			52-392387		BRAKE PADS,ROTOR ASY,SEMI LO	
					01-17-205-72540	554.78
			52-392849		MOTOR ASY-WIPER, CORE CHARG	
					01-17-205-72540	156.75
			52-393144		MOTOR/REGULATOR ASSY	
					01-17-205-72540	58.89
			52-393164		BRAKE SHOE & LINING,ROTOR AS`	
					01-17-205-72540	166.20
					Total :	1,074.52
177385	7/13/2018	011132 FORCE ENTERPRISES	043614		5000 TREASURED FAMILY MUSICAL	
					01-35-000-72923	1,491.96
					Total :	1,491.96
177386	7/13/2018	011611 FOX VALLEY FIRE & SAFETY CO.	IN00184578		FIRE ALARM SYSTEM SERV	
					01-25-000-72122	683.00
			IN00185406		RADIO INSTALL/DOWNTOWN TINLE	
					14-00-000-72800	1,009.00
			IN00185677		RADIO MAINT,TAMPERS ALL RADIC	
					14-00-000-72550	340.00
			IN00185680		RADIO MAINT,TAMPERS ALL RADIC	
					14-00-000-72550	340.00
			IN00186343		SERVICE CONTRACT FIRE ALARM	
				VTP-015831	14-00-000-72750	4,081.75
					Total :	6,453.75
177387	7/13/2018	004298 FUN, FUN, FUN DJ'S	071118		DJ CRUISE NIGHT 8/7/18	
					01-35-000-72923	175.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177387	7/13/2018	004298	004298 FUN, FUN, FUN DJ'S	(Continued)		Total : 175.00
177388	7/13/2018	004298	FUN, FUN, FUN DJ'S	071118.	DJ CRUISE NIGHT 8/14/18 01-35-000-72923	175.00
					Total :	175.00
177389	7/13/2018	004298	FUN, FUN, FUN DJ'S	071118..	DJ CRUISE NIGHT 8/21/18 01-35-000-72923	175.00
					Total :	175.00
177390	7/13/2018	004298	FUN, FUN, FUN DJ'S	071118...	DJ CRUISE NIGHT 8/28/18 01-35-000-72923	175.00
					Total :	175.00
177391	7/13/2018	018387	GBJ SALES, LLC	1499	WASP & HORNET KILLER, REPELLE 60-00-000-73845 01-24-000-73845 01-23-000-73845	133.84 66.92 133.84
					Total :	334.60
177392	7/13/2018	010419	GLOBAL EMERGENCY PRODUCTS, INC	AGJ12912	TRK#1302 REPAIRS/MAINT 01-19-000-72540	1,965.87
				AGJ12966	M0739 REPAIRS/MAINT 01-19-000-72540	4,287.15
					Total :	6,253.02
177393	7/13/2018	012902	GO PARTS INC.	167486	REFRIGERANT 60-00-000-72540 01-24-000-72540 01-23-000-72540 01-17-205-72540	44.00 21.99 44.00 109.99
				167831	ANCO CONTOUR BLADES 01-17-205-72540	359.60
					Total :	579.58
177394	7/13/2018	004438	GRAINGER	9826982838	SPADE BIT SET, DRILL BIT, DRILL & I 01-19-000-73410	781.02
				9828708934	SAW BLADES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177394	7/13/2018	004438 GRAINGER	(Continued)		01-19-000-73410	766.32
					Total :	1,547.34
177395	7/13/2018	014491 HANSEN DOOR INC.	6892		SERV MASTER LINK, LUBE 01-25-000-72520	257.50
					Total :	257.50
177396	7/13/2018	018636 HARTIGAN & O'CONNOR P.C.	17903		PROF SERV RECORDS SUBPOENA 01-14-000-72850	5,550.00
					Total :	5,550.00
177397	7/13/2018	004741 HEARTS & FLOWERS	008025		ARRANGEMENT 01-21-210-73110	58.00
					Total :	58.00
177398	7/13/2018	012328 HOMER INDUSTRIES	S118759		DROP CHARGE-BRUSH 01-23-000-72890	100.00
			S118809		DROP CHARGE CHIPS/LOGS 01-23-000-72890	50.00
					Total :	150.00
177399	7/13/2018	005160 ILLINOIS STATE POLICE	CC4004	VTP-015972	CC 4004 TINLEY FINGERPRINT VILI 01-14-000-72848	81.00
					Total :	81.00
177400	7/13/2018	013235 INTEGRITY SIGN COMPANY	84126		M1201/5 REFLECTIVE READINGS F 01-19-000-72540	70.00
			84165		BANNERS 01-35-000-72923	445.50
					Total :	515.50
177401	7/13/2018	005022 ISAWWA	200037103		WATERCON2019/URBANSKI,COSSI 60-00-000-72140	900.00
			200037107		MEMBERSHIP JOE FITZPATRICK 60-00-000-72720	211.00
					Total :	1,111.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177402	7/13/2018	005276 J.C.M. UNIFORMS	741939		UNIFORM/ADAM CASNER	
				VTP-015667	01-19-000-73610	84.95
			741940		UNIFORM/MARK BULVAN	
				VTP-015668	01-19-000-73610	79.95
			741941		UNIFORM/MIKE GILGENBERG	
					01-19-000-73610	84.95
			742777		VTP-015677 FIRE DEPT PATCH	
					01-19-000-73610	360.00
			743320		VTP-015669 UNIFORMS/MARK BUL	
					01-19-000-73610	119.90
					Total :	729.75
177403	7/13/2018	017453 KERR, MATTHEW	070718		PERF BLOCK PARTY 7/15/18 CENT	
					01-35-000-72923	200.00
					Total :	200.00
177404	7/13/2018	018046 KEVRON PRINTING & MAILING,INC.	18-41345		BUSINESS CARDS DINA NAVAS	
					01-17-205-72310	25.00
					Total :	25.00
177405	7/13/2018	005384 KIRBY SCHOOL DISTRICT # 140	070918		IMPACT FEES THRU JUNE 2018	
					84-00-000-23106	3,800.00
					Total :	3,800.00
177406	7/13/2018	005617 LANDHEIM TRAINING CENTER	56996		BOARDING/BATHING YAMBO 3/6/18	
					01-17-220-72240	311.00
			58275		BOARDING/BATHING YAMBO 5/5/18	
					01-17-220-72240	290.00
					Total :	601.00
177407	7/13/2018	014402 LEXISNEXIS RISK DATA MNGMNT	1038013-20180430		SEARCHES,REPORTS 4/1/18-4/30/1	
					01-17-225-72852	68.50
			1038013-20180531		SEARCHES,REPORTS 5/1/18-5/31/1	
					01-17-225-72852	70.50
			1038013-20180630		SEARCHES,REPORTS 6/1/18-6/30/1	
					01-17-225-72852	34.75
					Total :	173.75

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177408	7/13/2018	011800 MAC TOOLS DISTRIBUTOR	126323		MAC TOOLS SOFTWARE UPDATE	
				VTP-015971	60-00-000-72655	231.50
				VTP-015971	01-23-000-72655	231.50
				VTP-015971	01-24-000-72655	231.50
				VTP-015971	01-19-000-72655	231.49
					Total :	925.99
177409	7/13/2018	013059 MAIOLO, DENISE	071218		REIM.EXP. BAGELS	
					01-12-000-72220	46.37
					Total :	46.37
177410	7/13/2018	018509 MCCARTHY II, TIMOTHY EDWIN	071118		PERF FARMERS MARKET 7/28/18	
					01-35-000-72923	75.00
					Total :	75.00
177411	7/13/2018	013492 MCDONALD, JACLYN	053018		KARAOKE/NAT'L NIGHT OUT 8/7/18	
					01-17-215-73600	200.00
					Total :	200.00
177412	7/13/2018	005645 MEADE ELECTRIC COMPANY INC.	686978		TRAFFIC SIGNAL MAINT 171&173 C	
					01-24-000-72775	495.00
					Total :	495.00
177413	7/13/2018	006074 MENARDS	46540		TIEDOWNS	
					01-19-000-73410	13.99
			46550		CLNR,DAMPRIID,SEAT PADS	
					01-19-000-73580	16.21
			46821		WATER	
					01-19-000-72220	18.90
					01-19-000-73410	56.48
			46999		PAINT TRAY SET, PAINT	
					01-25-000-73620	87.94
			47068		CONNECT LINK	
					01-25-000-72520	1.98
			47183		DOOR,ANTILLES	
					60-00-000-72520	165.99
			47186		BROOM,CLNR	

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177413	7/13/2018	006074 MENARDS	(Continued)			
			47226		01-25-000-73580 REPEL,TAPE	19.57
			47242		60-00-000-73845 DUST PAN,PUSH BROOM	17.47
					01-25-000-73580	19.98
					Total :	418.51
177414	7/13/2018	012517 MERIDIAN IT INC.	425028		T&M SERVER STORAGE LABOR DE 01-16-000-72650	200.00
					Total :	200.00
177415	7/13/2018	005746 MIDWEST TRANSIT EQUIPMENT INC.	X102096684:01		COVER LATCH 01-53-000-72540	1.76
					Total :	1.76
177416	7/13/2018	005856 MONROE TRUCK EQUIPMENT,INC.	321226		CYLINDER 01-23-000-72540	583.03
					Total :	583.03
177417	7/13/2018	010810 MUNICIPAL SERV. CONSULTING INC	TPCN-6-18		CONSULTING SERV CIMP JUNE'18 30-00-000-75812 60-00-000-75812	6,478.50 2,310.00
					Total :	8,788.50
177418	7/13/2018	014443 MURPHY & MILLER, INC.	MC00004871		PREV MAINT/80TH METRA 2ND QU. 73-80-000-72790	822.17
			MC00004885		PREV MAINT 2ND QUARTER PSG,V 01-25-000-72790	4,035.20
			SVC00015628		LABOR VH/REPAIR HOT GAS VALVE 01-25-000-72530	1,376.80
					Total :	6,234.17
177419	7/13/2018	018604 NAPA MONEE	127408		BELT,TENSIONER 01-23-000-72540	154.64
					Total :	154.64
177420	7/13/2018	018637 NATIONAL TESTING NETWORK	4983		MEMBERSHIP/FIRETEAM FIREFIGH	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177420	7/13/2018	018637 NATIONAL TESTING NETWORK	(Continued)		01-20-000-72446	500.00
					Total :	500.00
177421	7/13/2018	018250 NETWORKFLEET, INC	OSV000001459007		GPS IN TRUCKS	
					01-23-000-72790	265.30
					Total :	265.30
177422	7/13/2018	015723 NICOR	09977410001		ACCT#09-97-74-1000 1 7801 W 191S	
					01-25-000-72511	103.45
			12213610004		ACCT#12-21-36-1000 4 7825 W 167	
					01-25-000-72511	39.07
					Total :	142.52
177423	7/13/2018	013224 NORTHWESTERN UNIVERSITY	11779		DWYER HARMON DIGITAL FORENS	
					01-17-220-72140	2,650.00
			11788		J. GRAVES/CRIME SCENE TECH 1	
					01-17-220-72140	1,275.00
			11789		JUSTIN RZESZUTKO/CRIME SCENE	
					01-17-220-72140	1,275.00
			11812		J.GRAVES & J. RZESZUTKO/CRIME	
					01-17-220-72140	2,550.00
					Total :	7,750.00
177424	7/13/2018	018404 OFFICETEAM	51241897		6/29/18 PAULA WAGENER	
					01-12-000-72790	1,177.81
			51292306		7/6/18 PAULA WAGENER	
					01-12-000-72790	1,238.85
					Total :	2,416.66
177425	7/13/2018	018100 OROZCO, JOSEPH	071118		PERF FARMERS MARKET 8/4/18	
					01-35-000-72923	75.00
					Total :	75.00
177426	7/13/2018	012790 P.T. FERRO CONSTRUCTION COMPAN	45839		PROJ#18-R0005.01 RESURFACING	
					05-00-000-75405	310,503.41
					08-00-000-75405	19,608.75

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177426	7/13/2018	012790	012790 P.T. FERRO CONSTRUCTION COMP (Continued)		Total :	330,112.16
177427	7/13/2018	006475	PARK ACE HARDWARE	033806/2	ANITFREEZE,TOILET PAPER	
				058597/1	01-19-000-72540	41.96
				58471/1	SELF-DRILL, BITS	
				58509/1	01-23-000-73840	15.79
				58565/1	DRILL BITS	
				58577/1	60-00-000-73410	20.46
				58583/1	WHEELIE COOL 38QT	
					01-19-000-72220	32.99
					CABLE TIE, ROLLER COOLER	
					01-35-000-72954	37.98
					REMOVER,BRUSH	
					01-24-000-73620	9.02
					PAINT THINNER	
					01-24-000-73620	7.99
					Total :	166.19
177428	7/13/2018	017268	PETERSON, JOHNSON & MURRAY	10483	MATTER#4118.0001 JABER/OTHER:	
				10497	60-00-000-72850	2,203.50
				10498	MATTER#4130.0001 VOTP/ GENERA	
				10499	01-14-000-72850	52,663.19
				10500	MATTER:4130.0003 FOIA THRU 6/30	
				10501	01-14-000-72850	1,726.00
				10502	MATTER: 4130.0011 DEMOLITION 10	
				10503	01-14-000-72850	39.00
				10504	MATTER: 4130.0018 OAK PK AVE TI	
				10505	17-00-000-72850	2,359.50
					MATTER:4130.0020 WOODKE VS VO	
					01-14-000-72850	273.00
					MATTER: 4130.0022 NEW BREMEN	
					01-14-000-72850	2,262.00
					MATTER:4130.0023 RUDSINSKI VS	
					60-00-000-72850	741.00
					MATTER: 4131.0001 VOTP GENERA	
					01-14-000-72855	2,944.50
					MATTER: 4131.0011 MAGEE VS VO	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177428	7/13/2018	017268 PETERSON, JOHNSON & MURRAY	(Continued)			
			10524		01-14-000-72855 MATTER:4160.0001 VOTP PROSECI	39.00
			10527		01-14-000-72850 MATTER:4173.0002 JOHNSON VS V	4,860.00
			10528		01-14-000-72855 MATTER: 4173.0003 O'HERN VS TP,	4,649.00
					01-14-000-72855	280.00
					Total :	75,039.69
177429	7/13/2018	006531 PROFFITT, CYNTHIA	063018		REIM EXP MILEAGE 21.9 @ 54.5	
					01-21-000-72130	11.94
					Total :	11.94
177430	7/13/2018	018454 R.C.WEGMAN CONSTRUCTION CO	20180705		PRE-CONSTRUCTION PHASE SER\	
			20180705-1		33-00-000-75907	2,342.00
					DESIGN COMPLETION PHASE SER	
					33-00-000-75907	2,412.00
					Total :	4,754.00
177431	7/13/2018	017584 RELADYNE	1135529-IN		OIL	
					01-19-000-73535	469.00
					Total :	469.00
177432	7/13/2018	006870 RELIABLE FIRE EQUIPMENT	713972		RECHARGE,HYDROTEST,RECERTI	
					01-21-000-72530	575.15
					Total :	575.15
177433	7/13/2018	017975 REVIZE LLC	6911		SERV HOMEPAGE TEMPLATE CHAI	
					01-35-000-72653	600.00
					Total :	600.00
177434	7/13/2018	006874 ROBINSON ENGINEERING CO. LTD.	18060172		PROJ#16-R0402 175TH ST RIDGEL/	
					33-00-000-75806	43,486.10
					Total :	43,486.10
177435	7/13/2018	006874 ROBINSON ENGINEERING CO. LTD.	18060348		PROJ#16-R0398.04 84TH AV LAFO	
					33-00-000-75806	21,346.66

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177435	7/13/2018	006874	006874 ROBINSON ENGINEERING CO. LTD. (Continued)		Total :	21,346.66
177436	7/13/2018	006874	ROBINSON ENGINEERING CO. LTD.	18060171	PROJ#04-252.04 191ST ST RECON 30-00-000-75806	12,526.30
					Total :	12,526.30
177437	7/13/2018	006874	ROBINSON ENGINEERING CO. LTD.	18060340	PROJ#14-471.04 FREEDOM POND 65-00-000-72840	5,346.50
			18060341		PROJ#16-R0364 PROJ#16-R0364 BI 33-00-000-75205	910.08
			18060342		PROJ#17-R0492 2018 MUNICIPAL P 30-00-000-75800	1,370.75
			18060343		PROJ#18-R0055.02 2018 MISC NPD 65-00-000-72840	689.75
			18060345		PROJ#18-R0455.01 2018 TIF CONV 17-00-000-72840	6,120.00
			18060346		PROJ#18-R0455.02 2018 TIF 183RD 17-00-000-72840	5,520.00
					Total :	19,957.08
177438	7/13/2018	013234	ROMEDEVILLE FIRE ACADEMY	2018-311	TRAINING TUITION VTP-015407 01-19-000-72145	230.00
					Total :	230.00
177439	7/13/2018	016334	RUSH TRUCK CENTERS	3011135911	CLEANER 01-23-000-72540	748.31
				3011152720	VALVE AUTO TANK DRAIN W/HEATE 01-23-000-72540	482.67
					Total :	1,230.98
177440	7/13/2018	007316	SALINA'S PASTA & PIZZA INC	226531	CATERING PW BBQ 60-00-000-72220	143.36
					01-23-000-72220	143.36
					01-24-000-72220	71.67
					60-00-000-72220	5.60
					01-23-000-72220	5.60
					01-24-000-72220	2.80

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177440	7/13/2018	007316 SALINA'S PASTA & PIZZA INC	(Continued)		60-00-000-72220	4.00
					01-23-000-72220	4.00
					01-24-000-72220	2.00
					Total :	382.39
177441	7/13/2018	007629 SAM'S CLUB DIRECT	4763		TEA,CUPS	
					01-14-000-73115	10.10
					01-25-000-73115	2.62
					01-33-300-73115	2.61
					01-33-310-73115	2.61
			4960		SNACKS,TEA,COFFEE,WATER	
					01-14-000-73115	7.48
					60-00-000-73115	64.57
					01-24-000-73115	32.28
					01-23-000-73115	64.57
			5347		BATTERIES,WATER,GATORADE	
					01-21-000-73610	53.12
					01-21-000-72220	85.06
			5348		ICE	
					01-21-000-72220	5.96
			6896		WATER,SODA,COPY PAPER,CAND`	
					01-14-000-73115	37.88
					60-00-000-73115	7.97
					01-24-000-73115	3.98
					01-23-000-73115	7.97
					01-14-000-73115	6.22
					01-23-000-73115	6.22
					01-33-300-73115	6.23
					01-33-310-73115	6.23
					01-14-000-73110	28.98
					01-23-000-73110	28.98
					01-33-300-73110	28.98
					01-33-310-73110	28.98
					Total :	529.60
177442	7/13/2018	015712 SANDENO EAST, INC.	557		SURFACE	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177442	7/13/2018	015712 SANDENO EAST, INC.	(Continued)		60-00-000-73780	111.37
					01-23-000-73780	111.38
					Total :	222.75
177443	7/13/2018	018639 SCHNEIDER, JOHN D.	070718		REFUND OVERPAYMENT VEHICLE	
					06-00-000-79005	47.00
					Total :	47.00
177444	7/13/2018	007453 SERVICE SANITATION, INC.	7509565		RESTROOMS,HAND SANITIZER MU	
			7555793		01-35-000-72923	900.00
				VTP-015832	SERVICE CONTRACTS	
					01-19-000-72750	144.63
					Total :	1,044.63
177445	7/13/2018	010969 SEXTON PROPERTIES R.P., LLC	6302018-51		SEMI SOIL	
					60-00-000-73681	541.80
					01-23-000-72890	232.20
					Total :	774.00
177446	7/13/2018	016115 SHARP MILL GRAPHICS, INC.	1409		SIGNS,BANNER/BLOCK PARTY	
					01-35-000-72923	609.56
					Total :	609.56
177447	7/13/2018	017856 SIAM MARINA RESTAURANT	20.07.10.01		BENCH ARTIST RECEPTION	
					01-35-000-72923	195.00
					Total :	195.00
177448	7/13/2018	017445 SIEVERT ELECTRIC/CRANE & HOIST	S60270		REPAIRS HOSE STORAGE MONOR	
					01-19-000-72530	1,597.12
					Total :	1,597.12
177449	7/13/2018	013043 SITE DESIGN GROUP, LTD.	7330-54		PROJ#7330 TREE PLANTING	
			7698-32		01-23-000-72790	8,837.41
			7946-14		PROJ#7698 NATURAL AREAS MAIN	
					01-23-000-72847	1,728.75
					PROJ#7946 MOWING 2017 SERVIC	
					01-23-000-72847	3,022.50

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177449	7/13/2018	013043 SITE DESIGN GROUP, LTD.	(Continued) 7954-13		PROJ#7954 PANDUIT LEGACY PON 16-00-000-75315	1,071.25
			7984.07-03		PROJ#7984 TP CORP CENTER~ 01-33-310-72847	45.00
			8081-05		PROJ#8081 DOWNTOWN PLANTEF 01-23-000-72847	1,278.75
					Total :	15,983.66
177450	7/13/2018	018147 SONI, RAJ	071118		PERF FARMERS MARKET 8/11/18 01-35-000-72923	75.00
					Total :	75.00
177451	7/13/2018	002592 SPOK, INC.	B6092566S		ACCT#6092566-6 01-19-000-72125	155.99
					01-17-205-72125	217.63
					01-25-000-72125	8.21
					Total :	381.83
177452	7/13/2018	007224 STANDARD EQUIPMENT COMPANY	P07466		CYL,CHAIN,FILTERS 01-23-000-72540	235.89
			P07523		CYL,CHAIN 01-23-000-72540	465.00
					Total :	700.89
177453	7/13/2018	007476 STRZELCZYK, KENNETH	070918		REIM.EXP.WATER OPERATORS LIC 60-00-000-72720	10.00
					Total :	10.00
177454	7/13/2018	007438 SUB TRAILER HITCH, INC.	12218		TRAILER HITCH 01-23-000-72530	158.95
					Total :	158.95
177455	7/13/2018	007297 SUTTON FORD INC./FLEET SALES	467028		TUBE ASSY 01-17-205-72540	122.15
			467170		INSTRUMENT CLUSTER 01-17-205-72540	368.63

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177455	7/13/2018	007297	007297 SUTTON FORD INC./FLEET SALES	(Continued)		Total : 490.78
177456	7/13/2018	000645	TED'S GREENHOUSE INC.	514290	WRAP AROUND POST BASKET	
				VTP-015976	01-35-000-72985	11,448.00
					Total :	11,448.00
177457	7/13/2018	002957	THE BREWER COMPANY	109483	PAINT	
					01-23-000-73620	345.20
					Total :	345.20
177458	7/13/2018	017520	THE COP FIRE SHOP	116007	TRAFFIC WANDS	
				116237	01-17-235-73600	560.00
					HATS	
					01-17-235-73610	135.00
					Total :	695.00
177459	7/13/2018	007886	THEODORE POLYGRAPH SERVICE	6207	POLY EXAM: KEVIN CHACHAKIS-PC	
					01-41-040-72846	175.00
					Total :	175.00
177460	7/13/2018	014854	THOMSON REUTERS-WEST PYMNT CTF 838501848		WEST INFO CHARGES 6/1/18-6/30/18	
					01-17-225-72852	182.98
					Total :	182.98
177461	7/13/2018	016896	TINLEY PARK KIRBY INC	16954	BELT,CORD,SERVICED	
					01-25-000-73580	43.95
					Total :	43.95
177462	7/13/2018	017585	TOM CAREY MUSIC, INC.	070518	PERF HEARTACHE TONIGHT 8/25/18	
					01-35-000-72923	2,250.00
					Total :	2,250.00
177463	7/13/2018	017493	TOURNESOL SITEWORKS	170714697	BALANCE FOR THE FOUNTAIN	
				VTP-015907	30-00-000-75610	34,947.00
					Total :	34,947.00
177464	7/13/2018	007930	TRANS UNION	06800460	BASIC SERVICE/CREDIT SUMMARY	
					01-17-225-72852	137.24

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177464	7/13/2018	007930 007930 TRANS UNION	(Continued)		Total :	137.24
177465	7/13/2018	007657 TREASURER,STATE OF ILLINOIS	122013		REQ#3 191ST ST	
			122033		30-00-000-75806	148,551.57
					84TH AVE 171 TO 159	
					33-00-000-75806	58,008.76
					Total :	206,560.33
177466	7/13/2018	013200 TRIBUNE PUBLISHING COMPANY	003609615		ACCT#CU00027575 CLASSIFIED LI	
			003611115		01-33-310-72330	164.92
					ACCT#CU00370307 CLASSIFIED LI	
					01-23-000-72330	217.55
					17-00-000-72330	430.72
					01-25-000-72330	211.71
					01-14-000-72330	181.04
					01-23-000-72330	249.26
					Total :	1,455.20
177467	7/13/2018	008040 UNDERGROUND PIPE & VALVE CO	029822	VTP-015969	MAIN BREAK CLAMP	
					60-00-000-73630	795.00
					Total :	795.00
177468	7/13/2018	002613 UNITED HEALTHCARE AARP	070518		JULY18 PYMT FOR AUG18 COVERA	
					01-33-300-72435	239.88
					01-13-000-72435	214.00
					60-00-000-72435	63.23
					01-23-000-72435	63.23
					60-00-000-72435	187.42
					01-17-205-72435	130.38
					60-00-000-72435	313.95
					01-24-000-72435	179.00
					01-23-000-72435	97.89
					60-00-000-72435	195.22
					01-17-205-72435	76.40
					Total :	1,760.60
177469	7/13/2018	017851 UNITED METERS, INC.	2978		METERS & RADIOS INSTALLS 7/2/1	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177469	7/13/2018	017851 UNITED METERS, INC.	(Continued)		62-00-000-74176	7,045.00
					Total :	7,045.00
177470	7/13/2018	006362 VILLAGE OF OAK LAWN	1-9990015-00		ACCT#1-9990015-00 WATER USAGI	
					60-00-000-73220	1,475,727.28
					Total :	1,475,727.28
177471	7/13/2018	018529 WENZEL, PAUL M.	070518		PERF SUBURBAN COWBOYS 8/11/	
					01-35-000-72923	2,250.00
					Total :	2,250.00
177472	7/13/2018	013263 WEST SIDE TRACTOR SALES	N68328		BEARING	
					01-23-000-72540	211.48
			S60442		V-BELT	
					01-23-000-72540	69.84
					Total :	281.32
177473	7/13/2018	012034 WITMER PUBLIC SAFETY GROUP,INC	E1736988		WRENCH HOLDER	
					01-19-000-73410	249.38
			E1736988.001		MOUNTING PLATE,BRACKET,TOOL	
					01-19-000-73410	447.76
					Total :	697.14
1569995	7/10/2018	018641 PISZCZOR, TOM & JAN	Ref001362890		UB Refund Cst #00459790	
					60-00-000-20599	261.79
					Total :	261.79
142 Vouchers for bank code : apbank						Bank total : 2,443,042.92
142 Vouchers in this report						Total vouchers : 2,443,042.92

Bank code : apbank

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

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

____ Village President

____ Village Clerk

____ Date

COMMISSIONERS 2018/2019

Community Resource

Reta Brudd, Chair
Don Budny
Ron Centanni
Mike Cutrano
Debbie Melchert
Al Siegers
Barbara Whalen
Michael Sevier
Sheri Reiplinger
Janet Czuchra
Jack Carey, Associate
Logan Enright, Associate
Barbara Moore

Environmental

Antonio Halek, Chair
Jeff Mech
Frank Markowicz
Aireen Arellano
Jeffery Loftus

Marketing & Branding

Daniel Fitzgerald, Chair
Jackie Bobbitt
Jay Damm
Julie Dekker
Beth Fahey
Diane Galante
Beth McKernan
Dennis Suglich
Stephanie Pyrzynski
Vince Aiello, Associate
Eduardo Mani, Associate
Courtney Rourke, Associate
Nick Markoqicz, Associate
Jason Freeland, Associate
Nick Halikias, Associate

Senior Services

Robert Hayes, Chair
Andy Ashmus

Senior Services Cont'

Gordon Collins
Marcia Hecht
Phyllis Groberski
Vicki Hayes
Rosemarie Bauer
Grant Steeve
Mike Cutrano, Associate

Sister Cities

Lucas Hawley, Chair
Jim Muller
Marilyn Bill
Roxane DeVos Tyssen

Veterans Commission

Wiley Roberts, Chair
Norm Pestlin
Robert Baisa
Doug Rasmusen (William)
Anthony Castillo
American Legion Commander
VFW Commander
Christine Hansley
Jack Morley, Associate
Arlene Morley, Associate
Ken Wrezzes, Associate
Submarine Rep., Associate
Amer. Leg. Auxiliary Rep., Associate
Marine Corp Rep., Associate

Civil Service

Terrance Sullivan, Chair
Martin Gainer

Frank Williams

Zoning Board

Steve Sepessy, Chair
Bob Paszyk
Jennifer Vargas
James Fritts
Donald Bettenhausen
James Gaskill Sr.

Zoning Board Cont'

Kellie Schuch

Crime Prevention

Dina Navas
Gregory Serratore
Ed Poplichak
Don Larsen
Tim Griffin
Camille Hicks
Colleen Shaughnessy
Maureen Levins

ETSB

Trustee Brady
Trustee Pannitto
Pat Carr
Forest Reeder
John Urbanski

DARE

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

Plan

Ken Shaw, Chair
Lucas Engel
Eduardo Mani
Tim Stanton
Angela Gatto
Garrett Gray
Chuck Augustyniak
MaryAnn Aitchison
Stephen Vick



Interoffice Memo

Date: July 13, 2018

To: Village Board

From: Kristin A. Thirion
Village Clerk

Subject: **Executive Session Minutes Release**

Consider release of the following Executive Session Minutes:

- January 16, 2018 – 6:00 p.m. Committee of the Whole
- August 29, 2017 – 6:15 p.m. Public Works Committee
- June 13, 2017 – 7:30 p.m. Public Safety Committee
- February 7, 2017 – 5:00 p.m. Village Board
- October 11, 2016 – 5:30 p.m. Committee of the Whole
- September 6, 2016 – 8:00 p.m. Village Board
- November 24, 2016 – 5:30 p.m. Committee of the Whole

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2018-O-044

**AN ORDINANCE APPROVING THE ANNEXATION OF A PARCEL OF
PROPERTY COMMONLY LOCATED AT 19420 HARLEM AVENUE TO THE
VILLAGE OF TINLEY PARK**

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

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois
Will County, Illinois

ORDINANCE NO. 2018-O-044

**AN ORDINANCE APPROVING THE ANNEXATION OF A PARCEL OF
PROPERTY COMMONLY LOCATED AT 19420 HARLEM AVENUE TO THE
VILLAGE OF TINLEY PARK**

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 Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1), the Village of Tinley Park ("Village") is authorized to annex any territory that is not within its corporate limits but is contiguous to the Village; and

WHEREAS, a petition has been filed with the Village Clerk and presented in proper form to the President and Board of Trustees of the Village of Tinley Park requesting that a territory, described herein, be annexed to the Village of Tinley Park, Cook and Will Counties; and

WHEREAS, the aforesaid petition is in proper form under oath, signed by all owners of record of all the land within the territory and also by all the electors within or on said territory; and

WHEREAS, said territory is contiguous to the corporate limits of the Village; and

WHEREAS, legal notices regarding the intention of the Village to annex said territory have been sent to all public bodies required to receive such notice by the statute; and

WHEREAS, copies of such notices required to be recorded, if any, have been recorded in the Office of the Recorder of Cook County; and

WHEREAS, the legal owner of record of said territory and the Village have entered into a valid and binding annexation agreement relating to such territory; and

WHEREAS, all petitions, documents, and other necessary legal requirements are in full compliance with the terms of the annexation agreement and state law; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, have determined that it is in the best interest of said Village and its residents that the territory be annexed to the Village; 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 Village hereby incorporates all of the recitals above into this Ordinance as if fully set forth herein.

SECTION 2: That the following territory described be and is hereby annexed to the Village of Tinley Park, Cook and Will Counties, Illinois pursuant to 65 ILCS 5/7-1-1 and 65 ILCS 5/7-1-8:

PARCEL 1: LOT 19, EXCEPT THE SOUTH 242.23 FEET OF THE EAST 252.29 FEET IN INDIAN TRAILS SUBDIVISION, A SUBDIVISION OF PART OF THE SOUTHEAST FRACTIONAL AND NORTHEAST FRACTIONAL $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 10, 1994 AS DOCUMENT NUMBER R94-103567, AND CERTIFICATE OF CORRECTION RECORDED MARCH 28, 1996 AS DOCUMENT NUMBER R96-26746, IN WILL COUNTY, ILLINOIS.

PARCEL 2: THE NORTH 500 FEET OF THE EAST 520.89 FEET OF THE SOUTH 969.26 FEET OF THE NORTHEAST FRACTIONAL QUARTER, SOUTH OF INDIAN BOUNDARY LINE, OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 283.00 FEET THEREOF AND EXCEPT THAT PART THEREOF TAKEN FOR HARLEM AVENUE AND EXCEPT THOSE PARTS THEREOF TAKEN FOR 194TH STREET AND FOR LOT 1 IN BERKSHIRE COMMERCE PARK, BEING A SUBDIVISION OF PART OF SAID NORTHEAST FRACTIONAL QUARTER, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1987, AS DOCUMENT NUMBER R87- 10649), IN WILL COUNTY, ILLINOIS.

PIN #: 19-09-12-202-014-0000 & 19-09-12-202-016-0000

Commonly known as: 19420 Harlem Avenue, Frankfort, Illinois

Together with any adjacent street or highway required by law to be annexed pursuant to the provisions of 65 ILCS 5/7-1-1 and 65 ILCS 5/7-1-8.

The annexation of the above-described territory shall extend to the far side of any adjacent highway and shall include all of every highway within said territory.

SECTION 3: That the Village Clerk is hereby directed to record with the Recorder's Office of Cook County and to file with the Cook County Clerk a certified copy of this Ordinance, together with the accurate map of the territory annexed appended to this Ordinance.

SECTION 4: 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 17th day of July 2018.

AYES:

NAYS:

ABSENT:

APPROVED THIS 17th day of July 2018.

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. 2018-O-044, "AN ORDINANCE APPROVING THE ANNEXATION OF A PARCEL OF PROPERTY COMMONLY LOCATED AT 19420 HARLEM AVENUE TO THE VILLAGE OF TINLEY PARK," which was adopted by the President and Board of Trustees of the Village of Tinley Park on July 17, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of July, 2018.

KRISTIN A. THIRION, VILLAGE CLERK

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2018-R-055

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT WITH LENNY'S FOOD N FUEL,
LLC LOCATED AT 19420 HARLEM AVENUE**

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

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

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, and 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. 2018-R-055

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT WITH LENNY'S FOOD N FUEL,
LLC LOCATED AT 19420 HARLEM AVENUE**

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, did hold a public hearing to consider an annexation agreement for the annexation of certain property not presently within the corporate limits of any municipality but contiguous to the Village of Tinley Park, a true and correct copy of such Annexation Agreement (the "Annexation Agreement") being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the aforesaid public hearing was held pursuant to legal notice as required by law, and all persons desiring an opportunity to be heard were given such opportunity at said public hearing; and

WHEREAS, the statutory procedures provided in 65 ILCS 5/11-15.1-1 of the Illinois Municipal Code with regard to the making of annexation agreements have been fully complied with by the parties of this Annexation Agreement; 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 Annexation 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 Annexation Agreement be entered into and executed by said Village of Tinley Park, with said Annexation Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1** subject to review and revision as to form by the Village Attorney.

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

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

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

AYES: _____

NAYS: _____

ABSENT: _____

PASSED THIS ____ day of _____, 2018.

AYES:

NAYS:

ABSENT:

APPROVED THIS ____ day of _____, 2018.

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. 2018-R-055, "A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT WITH LENNY'S FOOD N FUEL, LLC LOCATED AT 19420 HARLEM AVENUE," which was adopted by the President and Board of Trustees of the Village of Tinley Park on July 17, 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

ANNEXATION AGREEMENT

INTRODUCTION

1. **This Agreement** is entered into this _____ day of _____ 2018, by and between the VILLAGE OF TINLEY PARK, Illinois, a municipal corporation (hereinafter referred to as the "*Village*"); and Lenny's Food N Fuel Harlem Avenue, LLC, an Illinois Limited Liability Company with Registered Office located at 17112 Pointe Drive Orland Park, Illinois 60467, (hereinafter referred to as "*Owner*").

2. The Property subject to this Agreement and legal title to which the *Owner* is the sole owner of record of a parcel or parcels of real estate and is the subject matter of this Agreement, is legally described on EXHIBIT A attached hereto and hereby made a part hereof and is legally described as follows:

Parcel: 19-09-12-202-014-0000 & 19-09-12-202-016-0000 for levy year 2017

(A Petition to consolidate these PINs and the Territory was filed with the Will County, Illinois Mapping and Platting Office on June 6, 2017.

The said property is hereinafter referred to as the "Subject Property".

3. The Subject Property is generally located at 19420 S. Harlem Avenue, Frankfort, The Subject Property contains approximately 4.87 acres and is contiguous with the Village of Tinley Park.

4. The Village of Tinley Park is a Home Rule Unit pursuant to the provisions of the Illinois Constitution, Article VII, Section 6, and the terms, conditions and acts of the Village under this Agreement are entered into and performed pursuant to the Home Rule powers of the Village and the statutes in such cases made and provided.

RECITALS:

1. The *Owner* has petitioned the Village for annexation to the Village of the Subject Property conditioned on the approval of this Agreement.

2. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village with respect to annexation including the filing of a petition by the *Owner* requesting annexation of the above-described Subject Property

3. All reports by all relevant governmental entities have been submitted enabling appropriate action by the Village Board of Trustees to achieve the following:

- (a) Adoption and execution of this Agreement by resolution;
- (b) Enactment of an annexation ordinance annexing the Subject Property as described above to the Village;
- (c) The adoption of such other ordinances, resolutions and actions as may be necessary to fulfill and implement this Agreement pursuant to the terms and conditions herein contained.

4. The Subject Property is located within the Frankfort Library District and the Frankfort Fire Protection District; the adjacent roads are under Frankfort Township jurisdiction. Notices will be sent to these jurisdictions as notification that the property will be annexed to the Village and thereby will be incorporated into the Tinley Park Library and Fire Department boundaries and the annexation of the subject property will extend boundaries to the far side of adjacent right-of-ways.

5. The parties hereto have determined that it is in the best interests of the *Village* and the *Owner* and in furtherance of the public health, safety, comfort, morals and welfare of the community to execute and implement this Agreement and that such implementation of this Agreement will comply with the comprehensive plan of the Village and will provide a very valuable asset to the community.

6. The Introduction and Recitals hereto are hereby incorporated by reference as a part of this Agreement.

SECTION 1 ANNEXATION OF THE PROPERTY

The *Owner* has filed a petition for annexation to the *Village* of the Subject Property. The *Village* shall proceed to consider the question of annexing the Subject Property to the *Village* and do all things necessary or appropriate to cause the Subject Property to be validly annexed to the *Village*. The Subject Property shall be annexed in whole. All ordinances, plats, affidavits and other documents necessary to accomplish annexation shall be recorded by the *Owner* at the *Owner's* expense including the Plat of Annexation attached hereto as Exhibit B. The new Boundary of the *Village* resulting from such annexation shall extend to the far side of any adjacent highway and shall include all of every highway within the area so annexed.

The *Owner* shall pay monies in cash form, to the *Village* of all expenses enumerated within this Agreement as hereinafter stated.

SECTION 2 BUILDING CODE COMPLIANCE

On March 2, 2018 the *Village* completed a comprehensive inspection of the Subject Property. The Inspection Report is attached hereto as Exhibit C. Within six (6) months of the execution of this agreement all issues identified on the Inspection Report must be brought into Compliance with the respective *Village* Code. Owner must also complete the following upgrades/repairs within the noted timeframe: (1) Install a fire sprinkler system for the convenience store (including exterior sprinklers to address fire suppression issues related to the canopy), within one (1) year of the execution of this Agreement; (2) install a Fire Sprinkler system for the car wash within five (5) years of the execution of the Agreement, (3) all Fire Alarm systems must be

activated and monitored per Village Code and (4) the landscape must be brought into compliance with the approved Landscape Plan attached hereto as Exhibit D within three (3) months of the execution of the annexation agreement. The Owner has agreed to post and enforce "no idling of trucks" along the access way at the west side of the property. Notwithstanding the foregoing, any structures constructed upon the Subject Property subsequent to the execution of this Agreement shall be constructed in full compliance with all Village Ordinances, Codes and Regulations.

SECTION 3 ZONING AND CONTINUATION OF EXISTING USES

Simultaneous with the Village's enactment of an ordinance approving the execution of this Agreement the Village will rezone the property to B-3 and grant a Special Use to allow for a continuation of existing uses on the Subject Property including (1) a motor fueling facility for autos and trucks, (2) convenience store with drive-up food service window, (3) a carwash, and (4) outdoor dispensing and filling of propane tanks. Hours of operation have been established and shall remain as 6:00 am to 10:00 pm for the carwash, 4:00 am to 10:00 pm for the drive-up food service window and 24 hours per day for the motor fueling facility and convenience store. All existing facilities, including buildings, signage, food service, and propane dispensing and display areas have been permitted and approved by the County of Will, Illinois. In reviewing the Petition and Agreement, the Village has given due consideration to the continuation of the present existing uses with the exception of certain existing signage which the Owner will bring into compliance with Village of Tinley Park Zoning Ordinance within six (6) months of the execution of the Agreement in accordance with Exhibit E. Owner must also stripe truck parking spaces at the west end of the property. Notwithstanding any provision of the Village's Zoning Ordinance or Subdivision Control Ordinance, or any other Village Ordinances now in effect or which may in the future be in effect which may be in conflict with the existing uses of the Subject Property, such

The *Owner* agrees to grant to the *Village*, and/or obtain grants to the *Village* of, all necessary easements for the extension of water other utilities, including cable television, or for other improvements which may serve the Subject Property. All such easements to be granted shall name the *Village* and/or other appropriate entities designated by the *Village* as grantee thereunder. It shall be the responsibility of the *Owner* to obtain all off-site easements necessary to serve the Subject Property; provided, however, the *Village* agrees to assist, to the extent possible, the *Owner* in obtaining any such required (if any) off-site easements.

SECTION 7 UTILITIES

All future electricity, telephone, cable television and gas lines shall be installed underground, the location of which underground utilities shall be at the *Owner's* option.

SECTION 8 IMPACT REQUIREMENTS

The *Owner* agrees that any and all recaptures, contributions, dedications, donations and easements provided for in this Agreement substantially advance legitimate governmental interests of the *Village* and are uniquely attributable to, reasonably related to and made necessary by the Annexation of the Subject Property into the Village.

SECTION 9 DISCONNECTION

The *Owner* agrees and all subsequent owners and any subsequent developers, agree to take no action to disconnect, and to seek no petition for disconnection, of the Subject Property, or any portion thereof, from the Village other than as set forth herein. Owner may file a Petition to Disconnect the Property filed within sixty (60) days of execution of this Agreement. If Owner does timely file such petition, in accordance with 65 ILCS §5/7-3-4, then, within forty-five (45)

days thereafter, the Village shall adopt an ordinance disconnecting the Subject Property from the Village, whereupon this Agreement shall be null and void and of no effect.

SECTION 10 TERM

This Agreement shall be binding upon the Parties and their respective successors and assigns for twenty (20) years, commencing as of the date hereof, and for such further terms as may hereinafter be authorized by statute and by Village ordinance. If any of the terms of this Agreement, or the annexation or zoning of the Subject Property, is challenged in any court proceeding, then, to the extent permitted by law, the period of time during which such litigation is pending shall not be included in calculating said twenty (20) year period. The expiration of Term of this Agreement shall not affect the continuing validity of the zoning of the Subject Property or any ordinance enacted by the *Village* pursuant to this Agreement.

SECTION 11 MISCELLANEOUS

A. **Amendment.** This Agreement, and the exhibits attached hereto, may be amended only by mutual consent of the Parties or their successors in interest, by adoption of an ordinance by the *Village* approving said amendment as approved by said Parties or their successors in interest.

B. **Severability.** If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements and portions of this Agreement, and to that end, all provisions, covenants, agreements and portions of the Agreement are declared to be severable. If for any reason the annexation or zoning of the Subject Property is ruled invalid, in whole or in part, the Corporate Authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and

resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as disclosed by this Agreement, provided that the foregoing shall be undertaken as the expense of the *Owner*.

C. **Entire Agreement.** This Agreement sets forth all agreements, undertakings and covenants between and among the Parties. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire agreement of the Parties.

D. **Survival.** The provisions contained herein shall survive the annexation of the Subject Property and shall not be merged or expunged by the annexation of the Subject Property to the Village. The provisions of this Agreement related to zoning of the Subject Property, easements, and any fees to be paid by the *Owner*, including without limitation impact fees of any nature, shall survive the termination of this Agreement. All fees and charges to be paid by the *Owner* under this Agreement shall be contractual and shall survive any judicial determination of the invalidity or inapplicability of any ordinance providing for payment of same.

E. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the *Owner*, and their respective heirs, legal representatives, successors, grantees, lessees, and assigns, and upon successor corporate authorities of the Village and successor municipalities, and shall constitute a covenant running with the land. This Agreement may be assigned without the Village's approval, and upon said assignment and acceptance by an assignee, the assignor shall have no further obligations hereunder. If a portion of the Subject Property is sold, the seller shall be deemed to have assigned to the purchaser any and all rights and obligations seller may have under this Agreement which affect the portion of the Subject Property sold or

conveyed and thereafter the seller shall have no further obligations under this Agreement as it relates to the portion of the Subject Property conveyed.

F. **Notices.** Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, or personally delivered, to the Parties at the following addresses, or at such other addresses as the Parties may, by notice, designate:

If to Village:

Village of Tinley Park
David Niemeyer
16250 S. Oak Park Avenue
Tinley Park, Illinois 60477

With a copy to:

Patrick G. Connelly
Peterson Johnson & Murray, Chicago-LLC
200 West Adams Street
Suite 2125

If to the Owner:

Leonard McEnery, Manager
Lenny's Food N Fuel Harlem Avenue, LLC
8200 W. 185th Street, Unit K
Tinley Park, 60487

With a copy to:

Lyman C. Tieman
Attorney at Law
12417 Tahoe Lane
Mokena, IL 60448

Notices shall be deemed given on the fifth (5th) business day following deposit in the U.S. Mail if given by certified mail as aforesaid, and upon receipt, if personally delivered.

G. **Time of Essence.** Time is of the essence of this Agreement and of each and every provision hereof.

H. **Village Approval.** Wherever any approval or consent of the Village, or of any of its departments, officials or employees, is called for under this Agreement, the same shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written and, by so executing, each of the Parties warrants that it possesses full right and authority to enter into this Agreement.

**LENNY'S FOOD N FUEL
HARLEM AVENUE, LLC,**

**VILLAGE OF TINLEY PARK,
an Illinois municipal corporation**

By: _____

Leonard McEnery, Manager

By: _____

Jacob Vandenberg, Village President

EXHIBIT A
LEGAL DESCRIPTION OF TERRITORY



EXHIBIT B
PLAT OF ANNEXATION



EXHIBIT C
INSPECTION REPORT

EXHIBIT D
LANDSCAPE PLAN



EXHIBIT E**SIGNS TO BE BROUGHT INTO CODE COMPLIANCE**

	Sign Name	Code Requirement
A.	C-Store east	Remove 2 wall signs ("No Cook County taxes" and second "Dunkin sign")
B.	C-Store north	Remove changeable copy sign
C.	Car Wash - south	Remove "Pet Wash" sign
D.	Temporary Sign	Remove all temporary signs.

EXHIBIT F
EXISTING SIGN PLAN



EXHIBIT G**FEES**

Fee/recapture		
Cash in lieu of for water main extension along Harlem frontage	12" water main , 333' frontage x \$336.50/foot	\$112,054.50
Water Connection Fee	\$150/inch	TBD
Water Construction Fee	Ordinance?	\$1,200
Water System Connection Fee	Ordinance?	\$200
Storm Sewer	Ordinance?	\$50
Recapture of 194 th water main	468 feet of frontage x \$164.25 per foot	\$38,435.50
Administrative Fee	Sub Regulations- Section XIII	\$250
Construction Observation Fee	Sub Regulations Section XIII	\$1,000

March 7, 2018

Village President
Jacob C. Vandenberg

Village Clerk
Kristin A. Thirion

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

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

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

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

Public Works
(708) 444-5500

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

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

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

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

Senior Community Center
(708) 444-5150



Mr. Leonard McEnery
Lenny's Food N Fuel Harlem Avenue, LLC
17112 Point Drive
Orland Park, IL 60467

RE: Annexation Inspection
19420 Harlem Avenue

Dear Mr. McEnery:

On March 2, 2018, an inspection was performed the property located at 19420 Harlem Avenue. During the inspection, the Inspectors noted that the following items must be corrected to comply with Village code:

BUILDING:

1. Low exit sign at North door in car was not illuminated.
2. Crates blocking low exit sign at South exit door in main building.
3. HVAC - Hoods in Dunkin Donuts must have current service stickers attached.

ELECTRIC:

1. Common area electrical panels must be locked from the public.
2. Must label FACP panel with power circuit # and panel feed all electrical panels must have typed panel schedules.
3. Must install missing explosion proof cap.
4. Must install Bonding jumper at water service around RPZ.
5. Must remove all extension cords (front of the store).
6. Must electrically bond gas pipe.

PLUMBING:

1. Carbonated dispensers and chemical dispensing units shall have dedicated water lines and approved backflow protection devices. IPC 890.1140 J, 890.1140 H-1
2. Dual check valves are required on both water lines for faucet with hand held sprayer. IPC - 890.1130 I-6

HEALTH:

1. Single service items stored on floor - store 6" off floor.
2. Personal items stored with food/food storage areas- store all items separately.
3. Personal drinks and food stored over food items for restaurant- provide lid and straws, store drinks separately or below items.
4. Spray bottle unlabeled. Label all food items with name and date. Label all toxic items with name and separately from food and food storage areas.
5. Holes in wall above coffee area- caulk and seal holes.
6. Gasket ripped on prep top cooler unit- keep clean and replace when needed.

PLANNING:

1. The Village's Outdoor Sales Display standard will be enforced. There are products in front of main entrance.
2. Please replace missing trees as indicated on landscape plan. (attached)
3. Please provide landscaping around south monument sign.
4. Please stripe parking areas on west side of building near truck fuel canopy.
5. Please remove fire wood storage located behind store. Open storage is not permitted.

FIRE PREVENTION:

- Knox boxes are installed on both buildings; covers need to be changed from Frankfort Key cylinder to a Tinley Park key cylinder.

PUBLIC WORKS:

- Two (2) meters and a vault will need to be installed.
- There are two (2) RPZ's, certificates will need to be kept current.


When all corrections are complete, please contact the Building Department at (708) 444-5100 to schedule re-inspections. All inspectors will then conduct a final inspection, and pending any further corrections, a Certificate of Occupancy will be issued for your business and/or building, along with a Tinley Park Business License.

BUSINESS LICENSE INFORMATION

Please complete the enclosed Business License application and return it to the Clerk's Office. If you have any questions concerning the Business License application, please contact the Clerk's Office at (708)444-5000.

Should you have further questions regarding any of these items, please feel free to contact Jean Bruno, Office Coordinator, at 708-444-5100.

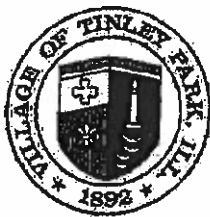
Sincerely,


Paula J. Wallich, ACIP
Community Development Director

JPW:jb

CC: Lyman Tieman, Attorney via email

Enclosures



Village of Tinley Park
16250 S. Oak Park Avenue, Tinley Park, IL 60477
Phone (708) 444-5000/Fax (708) 444-5099

APPLICATION FOR BUSINESS LICENSE

☐ Business Renewal ☐ New Owner ☐ New Business - Prospective Opening Date _____

Business Name _____ D/B/A _____

Address _____ City _____ State _____ Zip _____

Business Phone # (____) _____ Fax # (____) _____

Email _____ Website _____

Corporate Name (if applicable) _____

Corporate Address _____ City _____ State _____ Zip _____

Corporate Phone # (____) _____ Fax # (____) _____

Alternate Mailing Address (if different from above):

Address _____ City _____ State _____ Zip _____

Principal Business Activity _____

Briefly describe your business _____

Secondary Business Activity _____

Federal Tax Identification Number _____

Illinois Retail Occupation Tax Number (IBT) _____

SIC Code _____ NAICS Code _____

Number of Employees _____ Number of Seats (if applicable) _____

Does the business serve or sell food products? | YES | NO

If YES, please provide the following:

<u>Name of Sanitation License Holder</u>	<u>License Number</u>	<u>Expiration Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Does the business sell cigarettes ☐ YES ☐ NO If YES, please indicate which type: ☐ Over the Counter ☐ Machine

Name _____ Title _____
 Address _____ City _____ State _____ Zip _____
 Phone # _____ Mobile # _____

Do you store hazardous materials on your business site?

☐ YES

☐ NO

If YES, type of materials: _____
 If applicable, please submit completed MSDS sheet and return with application.

For New Applications

New Construction: Requires a Certificate of Occupancy being granted prior to business license being issued.

Existing Building: Change of Use Inspection need to be scheduled and Certificate of Occupancy needs to be granted prior to business license being issued.

A BUSINESS MAY BE REQUIRED TO CARRY MULTIPLE LICENSES

I understand the issuance of this license is conditional upon compliance with all Village Ordinances, State & Federal Law, and the results of any inspections required by ordinance at this time and any further inspections while this license is in force. I hereby authorize the Village of Tinley Park by its agents to make inquiries into my character, credit and background, in order to approve or deny this license application. I have read this application and answered all questions fully. The information I have submitted in this application is complete and truthful to the best of my knowledge. This information will be kept confidential to the extent permitted by law.

FEE MUST ACCOMPANY THIS APPLICATION

TOTAL FEE ENCLOSED _____

Print Name _____ Signature _____ Title _____

FOR OFFICE USE ONLY

Fee Received \$ _____ Date: _____

Period Covered:

☐ Full year ☐ Partial

Does the business operate coin operated vending machines? ☐ YES ☐ NO

If YES, please provide the following: Type of Amusement/Vending Machine Quantity

_____	_____
_____	_____
_____	_____
_____	_____

Does the business own the amusement/vending machines? ☐ YES ☐ NO

If NO, please provide the following: Name of the vendor: _____

Vendor phone # _____

Type of business entity: ☐ Sole Proprietorship ☐ Partnership ☐ C-Corporation ☐ S-Corporation
☐ Non-Profit ☐ LL-Partnership ☐ LL-Corporation

Square footage _____

Business Owner: Name _____ Title _____

Address _____ City _____ State _____ Zip _____

Phone # _____ Mobile # _____

Emergency Contacts (list contacts in order of priority)

Name _____ Title _____

Address _____ City _____ State _____ Zip _____

Phone # _____ Mobile # _____

Name _____ Title _____

Address _____ City _____ State _____ Zip _____

Phone # _____ Mobile # _____

Name _____ Title _____

Address _____ City _____ State _____ Zip _____

Phone # _____ Mobile # _____

Are the Business Premises Leased? ☐ YES ☐ NO

If YES, Property Owner/Management Information: ☐ Property Owner ☐ Property Management

VILLAGE OF TINLEY PARK - BUSINESS LICENSE FEES

PLEASE CHECK ALL THAT APPLY

Business Based on Square Footage

- ☐ 1 - 1,500 sq. ft. \$ 35.00
- ☐ 1,501 - 3,000 sq. ft. \$ 60.00
- ☐ 3,001 - 6,000 sq. ft. \$ 80.00
- ☐ 6,001 - 9,000 sq. ft. \$100.00
- ☐ 9,001 - 12,000 sq. ft. \$130.00
- ☐ 12,001 - 15,000 sq. ft. \$150.00
- ☐ 15,001 - 20,000 sq. ft. \$170.00
- ☐ 20,001 - 30,000 sq. ft. \$200.00
- ☐ 30,001 - 40,000 sq. ft. \$240.00
- ☐ 40,001 - 60,000 sq. ft. \$300.00
- ☐ 60,001 - 80,000 sq. ft. \$370.00
- ☐ 80,001 and over \$450.00

Gas Station

- ☐ \$75.00 annually, for up to four pumps
\$ 5.00 for each additional pump
plus car wash
plus square footage for retail sales

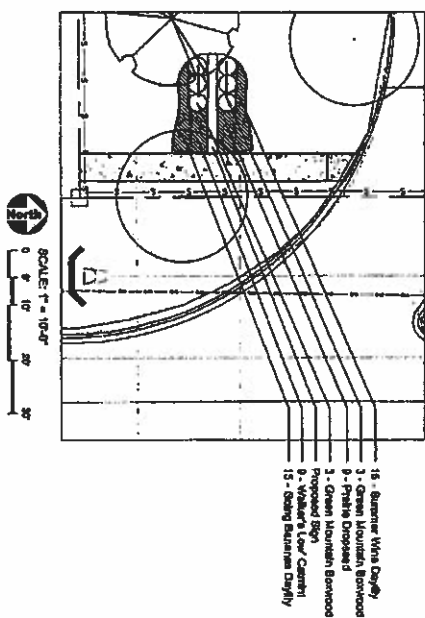
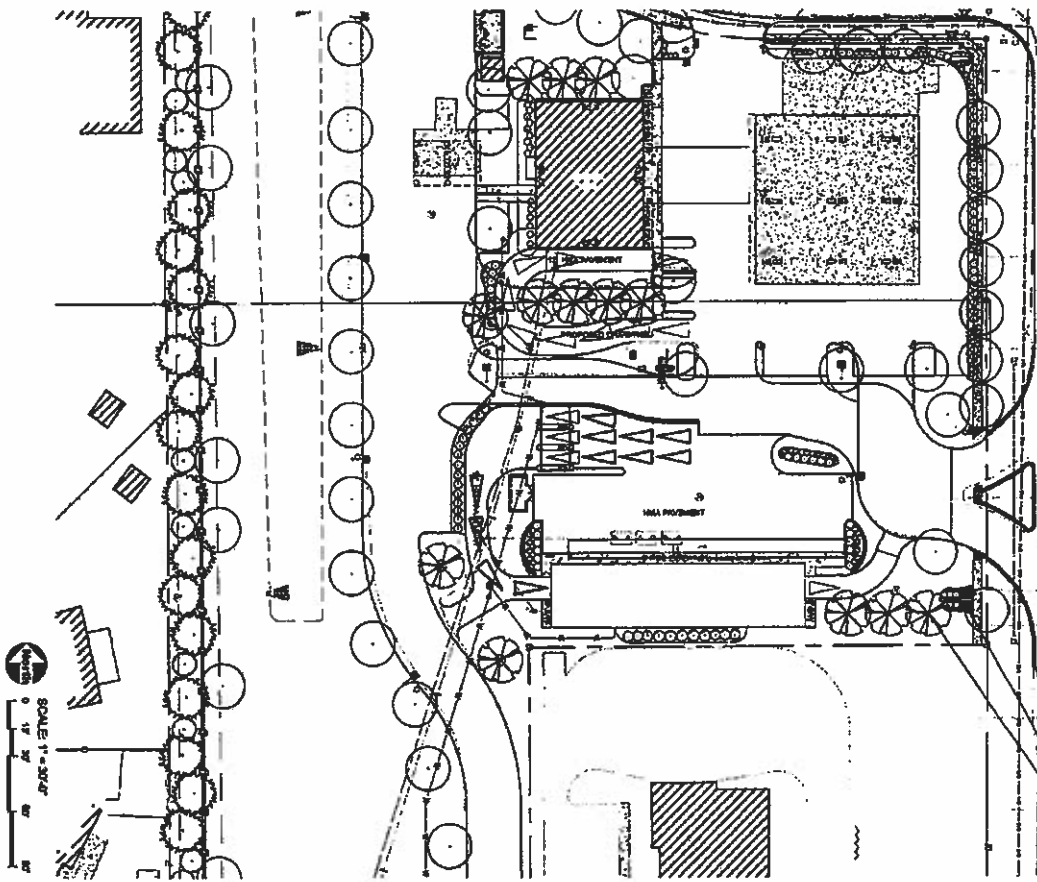
Annual Fees

- ☐ Archery Range \$ 50.00 plus square footage
- ☐ Car Wash (Automatic / Self Serve) \$100.00
- ☐ Cigarette & Tobacco Dealer \$ 45.00 plus square footage
- ☐ Currency Exchange \$ 40.00
- ☐ Dance Hall \$ 50.00
- ☐ Dance School or Music Studio \$ 40.00
- ☐ Day Care Center (less than 100 enrollment) \$ 60.00
- ☐ Day Care Center (over 100 enrollment) \$100.00
- ☐ Dry Cleaner \$100.00
- ☐ Firearm Dealer \$250.00
- ☐ Flea Market \$400.00
- ☐ Fuel Oil Dealer - Storing or Selling \$ 50.00 plus \$10.00 per vehicle
- ☐ Funeral Director / Funeral Home \$100.00
- ☐ Go Cart Track \$100.00
- ☐ Golf Course (Public / Private) \$100.00 plus square footage on buildings
- ☐ Golf Practice / Driving Range \$ 50.00 plus square footage on buildings
- ☐ Hospital / Immediate Care Center \$100.00 plus \$3.00 per bed
- ☐ Hotel / Motel \$ 40.00 plus \$5.00 each unit
- ☐ House Mover \$ 50.00
- ☐ Kiddy-Land Amusement Park \$ 50.00
- ☐ Limousine \$ 50.00
- ☐ Livery Stable \$100.00
- ☐ Miniature Golf Course \$ 50.00
- ☐ Nursing Home (up to 99 beds) \$110.00
- ☐ Nursing Home (100-149 beds) \$150.00
- ☐ Nursing Home (over 150 beds) \$200.00
- ☐ Pawn Broker \$200.00
- ☐ Petroleum Products - Bulk Storage \$100.00
- ☐ Public Weigh Master \$ 40.00
- ☐ Ready Mix Plants \$ 50.00
- ☐ Rooming House \$ 40.00
- ☐ Scavenger \$300.00
- ☐ Theaters (Indoor / Outdoor) \$400.00
- ☐ Travel Agency \$ 40.00
- ☐ Taxi Cabs \$150.00
- ☐ Towing \$200.00 plus square footage
- ☐ Valet \$100.00

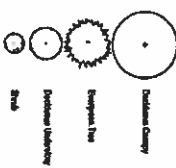
VILLAGE OF TINLEY PARK - BUSINESS LICENSE FEES
PLEASE CHECK ALL THAT APPLY

<u>Coin Operated Devices</u>	<u>Qty.</u>	<u>Total Amt.</u>
Amusement Devices / Video Games		\$ 50.00 per machine
Cigarette Machines		\$ 40.00 per machine
Food / Beverage / Ice Dispensers		
10 cents or less		\$ 5.00 per machine
11 cents or more		\$ 20.00 per machine
<input type="checkbox"/> Laundromats		\$ 2.50 per machine
<input type="checkbox"/> Music Devices / Juke Boxes		\$ 50.00 per machine
<input type="checkbox"/> Scales		\$ 5.00 per machine
<input type="checkbox"/> All Other Vending Machines		\$ 15.00 per machine

<u>Other</u>		
<input type="checkbox"/> Ambulance Service		\$ 30.00 per vehicle, plus square footage
<input type="checkbox"/> Athletic Exhibitions		\$ 50.00 per day
<input type="checkbox"/> Auctioneer		\$ 15.00 per auctioneer / per day
<input type="checkbox"/> Auto Dry Cleaning Machine		\$ 25.00 per machine
<input type="checkbox"/> Billiard & Pool Tables		\$ 50.00 per table
<input type="checkbox"/> Bowling Alley		\$ 15.00 per lane (alley)
<input type="checkbox"/> Carnivals		\$100.00 per day
<input type="checkbox"/> Circus		\$200.00 per day
<input type="checkbox"/> Circus sideshow & concessions		\$ 10.00 each per day
<input type="checkbox"/> Dance open to the public		\$ 50.00 each dance
<input type="checkbox"/> Dry Cleaning Machine for public use		\$ 25.00 per machine
<input type="checkbox"/> Fireworks (Outdoor)		\$500.00 (exempt: park districts, government organizations)
<input type="checkbox"/> Food Dealer (Mobile / Temporary)		\$ 35.00 per vehicle / per booth
<input type="checkbox"/> Junk / Salvage Dealer		\$ 10.00 per vehicle, plus square footage
<input type="checkbox"/> Laundromats		\$ 2.50 per machine
<input type="checkbox"/> Liquidation Sales		\$ 10.00 per sale, plus inventory
<input type="checkbox"/> Menageries (Petting Zoo)		\$ 20.00 per day
<input type="checkbox"/> Pyrotechnics (Indoor)		\$500.00
<input type="checkbox"/> Skating Rinks		\$100.00 per rink



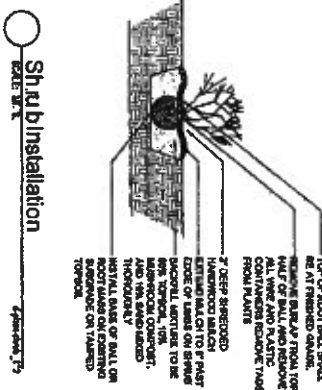
LANDSCAPE LEGEND



PLANT LIST

[illegible]

Shrub Installation

[illegible]

PROJECT
Food N Fuel
194th & Harbort
Pittsford Township Wm. County, IL

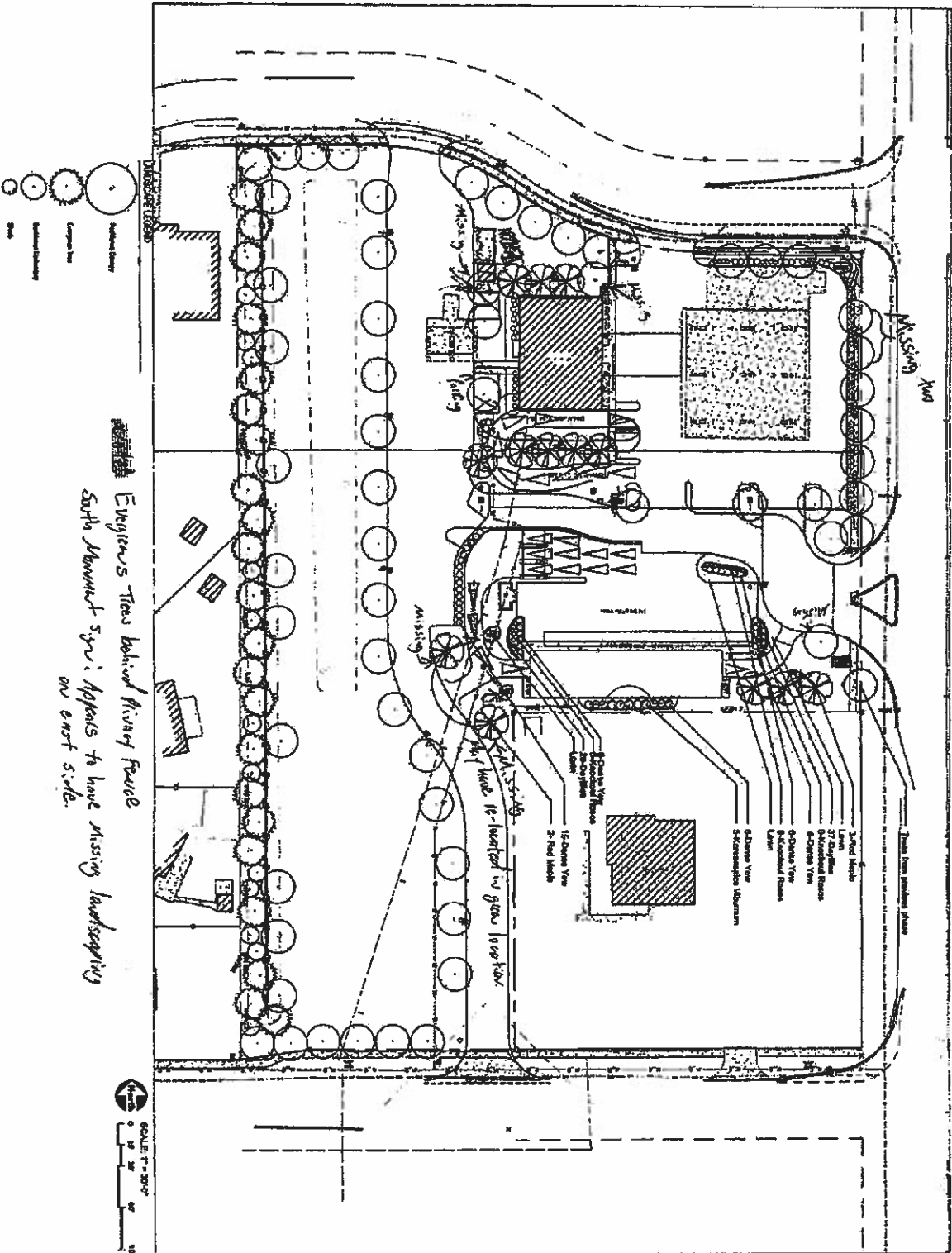
uplandDesign Inc.
Pete Phipps and Lindsay M. Richardson
206-1 Leifsgate St., Portland, ME 04104
617-524-0091 www.uplanddesign.com

Car Wash Sign Landscape Plan

WELD	Welds	Welds
WELD	Welds	Welds
WELD	Welds	Welds
WELD	Welds	Welds
WELD	Welds	Welds
WELD	Welds	Welds

100% Satisfaction Guarantee
100% Satisfaction Guarantee
100% Satisfaction Guarantee

3-6-18

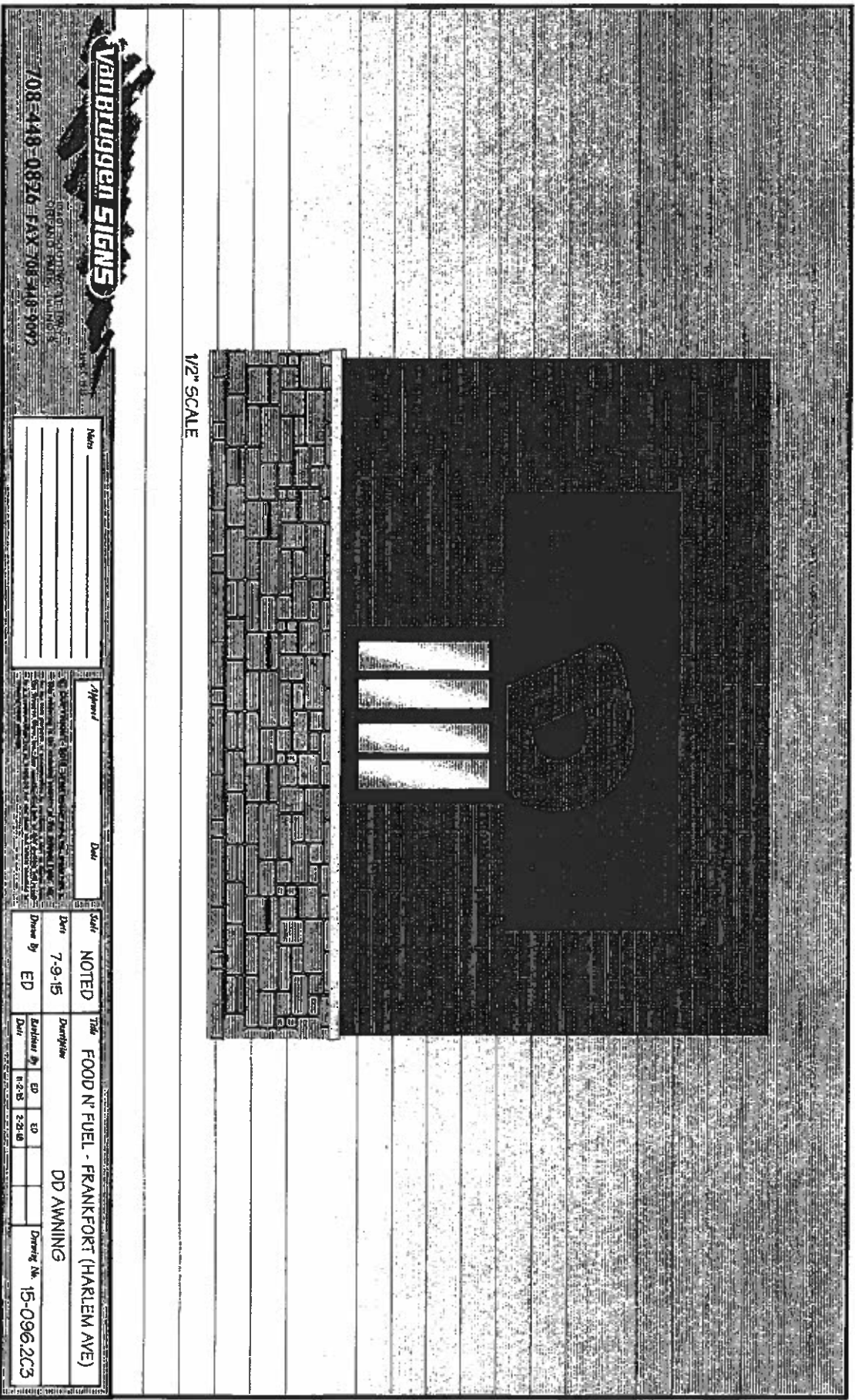


Evergreen Trees behind Rivert House
South Monument St. Appears to have missing landscaping
on east side.

SCALE: 1" = 30'-0"

0 10 20 30 40

[illegible]



1/2" SCALE

VanBruggen SIGNS

708-448-0826 FAX 708-448-9097

Name _____

Approved _____ Date _____

I hereby certify that the above is a true and correct copy of the original sign as submitted to me for reproduction.

Scale	NOTED	Title	FOOD N' FUEL - FRANKFORT (HARLEM AVE)	
Date	7-9-15	Designer	DD AWNING	
Drawn By	ED	Estimated By	ED	ED
		Date	8-2-15	5-2-16
		Drawing No.	15-096.2C3	

EXIT

1/2" SCALE

TRUCKS

NORTH ELEVATION

WEST ELEVATION

45°
TRUCKS

1/4" SCALE

TRUCKS
DEF
↓

NORTH ELEVATION

EAST ELEVATION

1/8" SCALE

708-448-0826 FAX 708-544-9092



Notes

Approved _____ Date _____

Customer's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Date	Noted	Title	Description	Drawn By	ED	170	Drawing No.
12-23-14			FOOD N FUE. - FRANKFORT (HARLEM AVE)				
Drawn By	D.S.		TRUCK CANOPY SIGNAGE				14-258.4C

PET WASH



PET WASH



VANBRUGGEN SIGNS
 140 E. 5000th Ave. Suite 100
 Chicago, IL 60630
 708-448-0826 FAX 708-448-9097

Name _____

Approved _____ Date _____

I hereby authorize the use of the above signs on the premises described below for the purpose stated. I understand that the signs are the property of Vanbruggen Signs and will be removed when the campaign ends. I agree to indemnify and hold Vanbruggen Signs harmless from all claims, damages, and expenses, including attorney's fees, arising from the use of the signs.

Sign	NOTED	Title	Location	Remove By	Remove Date	Phone No.
2-21-18		FOOD N' FUEL - FRANKFORD (HARLEM AVE)	PET WASH - CAR CLUB			15-096.2C4

2'4"

24"

CAR WASH Entrance

1/2" SCALE

4'76"

2'4"

30"

Credit Cash VIP

Cash Credit Cash VIP

Cash Credit Cash VIP

CAR WASH Entrance

PRY CANOPY - FRANKFORT - 1/4" SCALE

24"

2'4"

MADE FROM 1/2" THICK GALVALUM.
OPTIONAL: 1/4" THICK ALUM. - 1/2" SCALE

VAN BUREN SIGNS

708-448-0826 FAX 708-448-0933

Name

Approved

Date

Book

NOTED

Title

FRANKFORT - GAS N WASH

Date

7-18-17

Description

PRY CANOPY W/ ILLUM. SIGN

Drawn By

ED

Revised By

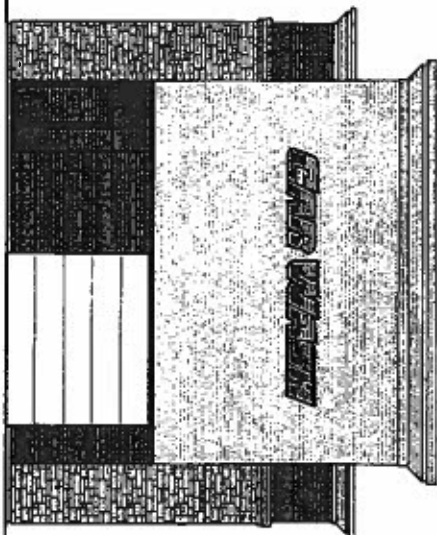
ED

Date

0-0-07

Drawing No.

17-150.6C



EAST ELEVATION 1/4" SCALE



1/8" SCALE

3/8" DIA. H.L.T.
H.C. 30430 SLEEVE
ANCHOR WITH A
MINIMUM OF 5"
EMBEDMENT

BRASS ROD
1/4" DIA.

VanBuren Signs

708-448-0826 FAX 708-448-0827

Name

Approved

Date

Scale NOTED

Title

FRANKFORT - GAS N WASH

Date 7-17-17

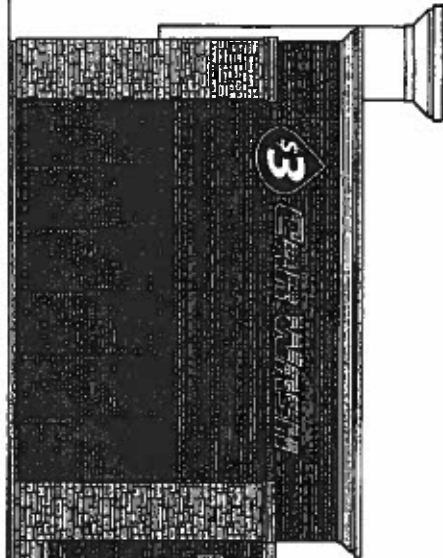
Drawn by

ED

Check by

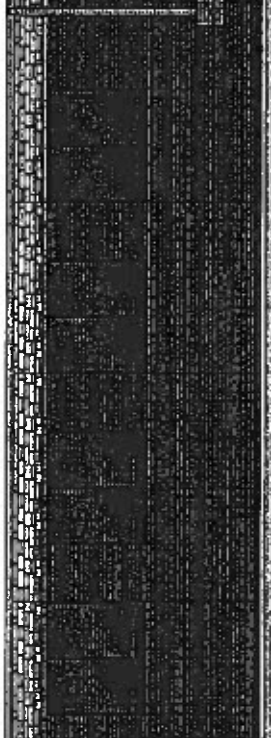
17-150 SC

NORTH ELEVATION 1/4" SCALE



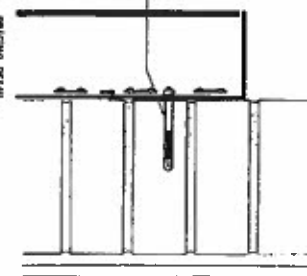
CAR WASH

1/8" SCALE

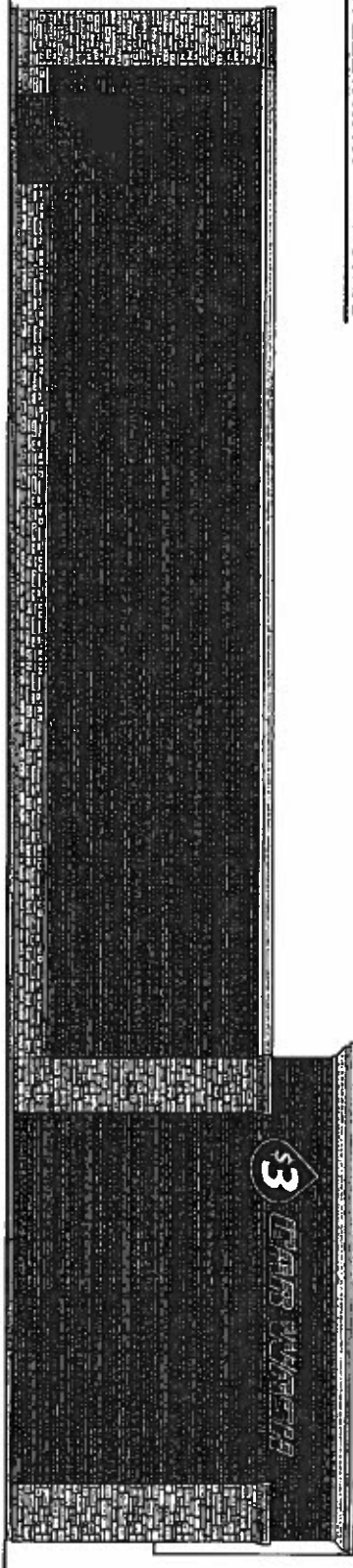


3/8" DIA. HULTI
H.C. 30436 SLEEVE
ANCHOR WITH A
MINIMUM OF 5"
EMBEDMENT

ANCHOR DETAIL
1/8" SCALE



SOUTH ELEVATION



VANBRUGGEN SIGNS

708-448-0876 FAX 708-218-9172

Name	

Approved	Date

Notes	NOTED	Title	FRANKFORT - GAS N WASH
Date	7-17-17	Drawn by	ED
Reviewed by	ED	Check by	ED
Date	9-29-17	Drawn by	ED
		Check by	ED
		Date	17-150.4C

\$3 CAR WASH
FREE VACUUMS

A CLEAN CAR IS
A HAPPY CAR
JOIN THE WASH CLUB

19420

220"

VanBruggen SIGNS

708-648-0826 FAX 708-648-0922

Name _____

Address _____

Date	5-24-17	Time	1:00	Location	FRANKFORT - GAS N WASH			
Drawn By	ED	Reviewed By	ED	Client	D/F ILLUM. MAIN ID SIGN	Size	17'-150.3C	



CAR WASH
FREE VACUUMS

**A CLEAN CAR IS
A HAPPY CAR
JOIN THE WASH CLUB**

14'

Free Vacuums

3/4" SCALE

(3X) WHITE H.P. VINYL SHOWINGS



1/8" SCALE

VINYL COPY - REMAINS INKED

VANBRUGGEN SIGNS

108-4488-01926 FAX 708-4488-027

Name _____

Approved _____

Date _____

Sold	Title
NOTED	FRANKFORT - GAS N WASH
Date 11-17-17	Description VINYL VACUUM COPY
Drawn By ED	Engineer D. _____
Date _____	Drawing No. 17-1507C

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2018-O-043

**AN ORDINANCE GRANTING A MAP AMENDMENT WITH SPECIAL USE PERMITS
TO A B-3 (GENERAL BUSINESS AND COMMERCIAL DISTRICT) ZONING
DISTRICT TO ALLOW FOR THE CONTINUATION OF THE EXISTING
AUTOMOBILE SERVICE STATION AND AUTOMOBILE CAR WASH FOR
PROPERTY LOCATED AT 19420 HARLEM AVENUE (LEONARD MCENERY)**

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

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

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



VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2018-O-043

**AN ORDINANCE GRANTING A MAP AMENDMENT WITH SPECIAL USE PERMITS
TO A B-3 (GENERAL BUSINESS AND COMMERCIAL DISTRICT) ZONING
DISTRICT TO ALLOW FOR THE CONTINUATION OF THE EXISTING
AUTOMOBILE SERVICE STATION AND AUTOMOBILE CAR WASH FOR
PROPERTY LOCATED AT 19420 HARLEM AVENUE (LEONARD MCENERY)**

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, a petition for the granting of a map amendment with Special Use Permits to allow the continuation of an Automobile Service Station and an Automobile Car Wash has been filed by Leonard McEnery ("Petitioner") with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and has been processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, said Plan Commission held a public hearing on the question of whether a map amendment with Special Use Permit should be granted on April 5, 2018, at the Village Hall of this Village, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public hearing in the Daily Southtown, a newspaper of general circulation within the Village of Tinley Park; and

WHEREAS, the Plan Commission has filed its report of findings and recommendations regarding the map amendment with Special Use Permit with this Village President and Board of Trustees, and this Board of Trustees has duly considered said report, findings, and recommendations; and

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

SECTION 1: That the report of findings and recommendations of the Plan Commission are herein incorporated by reference as the findings of this President and the Board of Trustees, as complete



as if fully set forth herein at length. This Board finds that the Petitioner has provided evidence establishing that he has met the standards for granting a map amendment with Special Use Permits as set forth in Section X.J.5 of the Zoning Ordinance and the proposed granting of a map amendment with Special Use Permits as set forth herein are in the public good and in the best interest of the Village and its residents and is consistent with and fosters the purpose and spirit of the Tinley Park Zoning Ordinance.

SECTION 2: The map amendment with Special Use Permits set forth herein below shall be applicable to the following described property:

LEGAL DESCRIPTION:

PARCEL 1: LOT 19, EXCEPT THE SOUTH 242.23 FEET OF THE EAST 252.29 FEET IN INDIAN TRAILS SUBDIVISION, A SUBDIVISION OF PART OF THE SOUTHEAST FRACTIONAL AND NORTHEAST FRACTIONAL $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 10, 1994 AS DOCUMENT NUMBER R94-103567, AND CERTIFICATE OF CORRECTION RECORDED MARCH 28, 1996 AS DOCUMENT NUMBER R96-26746, IN WILL COUNTY, ILLINOIS.

PARCEL 2: THE NORTH 500 FEET OF THE EAST 520.89 FEET OF THE SOUTH 969.26 FEET OF THE NORTHEAST FRACTIONAL QUARTER, SOUTH OF INDIAN BOUNDARY LINE, OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 283.00 FEET THEREOF AND EXCEPT THAT PART THEREOF TAKEN FOR HARLEM AVENUE AND EXCEPT THOSE PARTS THEREOF TAKEN FOR 194TH STREET AND FOR LOT 1 IN BERKSHIRE COMMERCE PARK, BEING A SUBDIVISION OF PART OF SAID NORTHEAST FRACTIONAL QUARTER, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1987, AS DOCUMENT NUMBER R87- 0649), IN WILL COUNTY, ILLINOIS.

PIN #: 19-09-12-202-014-0000 & 19-09-12-202-016-0000

Commonly known as: 19420 Harlem Avenue, Frankfort, Illinois

SECTION 3: The Village Board of Trustees of the Village of Tinley Park, in compliance with Section X.H.4. and Section X.J.2. of the Zoning Ordinance hereby reverses the recommendations of the ZBA and hereby approves the map amendment to a B-3 (General Business and Commercial District) with Special Use Permits for the property described above to allow for the continuation of an existing Automobile Service Station and an Automobile Car Wash at 19420 Harlem Avenue.

SECTION 4: 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 17th day of July 2018.

AYES:

NAYS:

ABSENT:

APPROVED THIS 17th day of July 2018.

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. 2018-O-043, "AN ORDINANCE GRANTING A MAP AMENDMENT WITH SPECIAL USE PERMITS TO A B-3 (GENERAL BUSINESS AND COMMERCIAL DISTRICT) ZONING DISTRICT TO ALLOW FOR THE CONTINUATION OF THE EXISTING AUTOMOBILE SERVICE STATION AND AUTOMOBILE CAR WASH FOR PROPERTY LOCATED AT 19420 HARLEM AVENUE (LEONARD MCENERY)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on July 17, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of July, 2018.

KRISTIN A. THIRION, VILLAGE CLERK



TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

SUBJECT: MINUTES OF THE APRIL 5, 2018 REGULAR MEETING

Item #2 LENNY'S FOOD AND FUEL - 19420 HARLEM AVENUE PUBLIC HEARING:

Consider a request from the Petitioner, Leonard McEnery, a map amendment rezoning the subject parcel to B-3 (General Business and Commercial District) with Special Uses to allow the continuation of the existing Automobile Service Station and Automobile Car Wash.

Present were the following:

Plan Commissioners: Ken Shaw, Chairman
Peter Kroner
Tim Stanton
Lucas Engel (left at 9:16)
Eduardo Mani
Garrett Gray
Chuck Augustyniak

Absent Plan Commissioner(s): John Curran
Angela Gatto

Village Officials and Staff: Michael Glotz, Trustee
Paula Wallrich, Community Development Director
Kimberly Clarke, Planning Manager (left at 10:00 pm)
Patrick Connelly, Village Attorney (Arrived at 7:24 pm)
Barbara Bennett, Commission Secretary

Guest(s): Lyman Tieman, Attorney, Scott Pritzheit, Planning and Architecture.
Lenard McEnery, Petitioner, Brian Hertz, Mike Werthmann

A Motion was made by COMMISSIONER AUGUSTYNIK, seconded by COMMISSIONER STANTON, to open the Public Hearing for the Lenny's Food and Fuel - 19420 Harlem Avenue. The Motion was approved by voice call. CHAIRMAN SHAW declared the Motion approved.

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



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

PAULA WALLRICH, Community Development Director explained the purpose of the Public Hearing is for a Map Amendment rezoning the property to B-3 upon annexation and the granting of a Special Use for an Automobile Service Station and Automobile Car Wash. The Village Board will consider the Plan Commission's recommendation for Annexation in May. The property is located at 19420 S. Harlem and the existing uses on the property are the convenience store, the fueling station for automobiles and trucks, a car wash and outdoor dispensing and filling of propane. The corporate boundaries are immediately adjacent at the northwest corner of the property which is the contiguity needed to complete the annexation. There are two (2) structures on the property, one is the C-Store and a Car Wash. There are also two (2) canopies; one for vehicular fueling and one for truck fueling. At the March 13th Committee of the Whole Meeting the Village Board reviewed the Annexation Agreement and the Petition for Annexation and after review they directed staff to proceed with the rezoning and the Special Use request by the Applicant. The zoning in the area is currently Will County C-2 (Local Commercial), immediately west is single-family Tinley Park zoning of R-2 and southwest of that is Will County's R-4 single family zoning. North of the subject property in the Village is B-4 (Office and Service Business) and another office use zoned C-2 (Local Commercial) in Will County. To the south the property is all in Will County with a bank zoned C-2 (Local Commercial). The Comprehensive Plan indicates commercial uses in this area.

During Staff's review, two possible zonings the property were considered. The options are B-3 or B-5. A Service Station is allowed in a B-5 as a Permitted Use and it is allowed as a Special Use in the B-3 District. She noted that even though a Service Station is a Permitted Use in the B-5, there are other uses that are permitted in that District that would be a concern in this location. , In addition, some of the uses that are currently on the property are not permitted in the B-5. MS.WALLRICH indicated there is also some consistency with the pattern of the zoning in the area for B-3. She noted that the B-5 District is primarily on 159th and includes mostly automotive dealerships. There is one gas station on 159th, but all other gas stations and car washes in the Village are zoned B-3 uses. Therefore staff's recommendation is to consider B-3 as the appropriate zoning district.

MS. WALLRICH noted that in the workshop there was a lot of discussion about signs. The Zoning Ordinance stipulates that as an annexation, any existing signs are annexed as they currently exist and as a result of annexation become legal non-conforming signs. The Ordinance specifically contemplates existing signs prior to annexation and recognizes that there are certain investments made in the existing signage and through the annexation process allows them to become legal non-conforming. There were some concerns expressed by the Commission at the Workshop an requested the Petitioner look at the Village's code in comparison to the County Code and try to bring the existing signs into conformance with Tinley Park's Code. MS. WALLRICH noted that the Village is slightly more restrictive than Will County and allows some types of signs that Tinley Park doesn't. MS. WALLRICH directed the Commission to view the tables on pages 4 & 5 of the Staff Report indicating there are three (3) instances where the existing signs do not meet Village Code with respect to size and that there are three (3) manual changeable copy signs on the property that are prohibited. She noted there were also cases where the number of signs exceeded Village Code. MS. WALLRICH noted there are other service stations in Tinley Park that had changeable copy signs and are either grandfathered as part of an annexation or they existed prior to the code change that prohibited manual changeable signs. Staff has spoken to the Petitioner's Attorney and recommended possible sign changes. The recommendations are noted in the staff report.

MS. WALLRICH noted staff conducted a landscape audit of the subject parcel and found there were deficiency of two (2) street trees, three (3) understory trees, and some foundation plantings around the



south monument sign. These deficiencies are noted in the Annexation Agreement with required compliance within 3 months.

MS. WALLRICH noted the Commission requested the Petitioner to conduct a traffic study. The study was prepared by KLOA, Transportation and Parking Planning consultants. A copy of the study was attached. The Petitioner has requested annexation so that he can expand his business similarly to his other facility on 191st Street; this includes the sale of packaged liquors and video gaming. The traffic study did include comparisons and projections.

MS. WALLRICH discussed the parking on the subject property. She explained how parking ratios are an imperfect science. Included on pages 6, 7 and 8 of the Staff Report are tables with the results of a staff survey of the subject property as well as Mr. McEnery's station on 191st St. noting the current parking at different times and dates. On the subject property there are 52 parking spaces at this time. She noted that additional parking could be provided south of the detention pond. There are two (2) spaces for trucks on the west side of the property. A condition could be made to have these spaces marked. It is also recommended that signs be posted stating no idling of trucks and no overnight parking. She noted that the staff survey indicated available parking whenever the site was visited. She stated that the parking north of the car wash was included in the parking count.

At the workshop some of the residents raised issues about Public Safety. A record of police reports from the Will County Sheriff's office was included. MS. WALLRICH informed the Commission that the Tinley Park Chief of Police spoke with the Mokena Chief of Police to discuss Public Safety issues related to the service station on 191st that also sells packaged liquors and has Video Gaming. The Mokena Chief stated they have had no public safety issues at that location at 191st St. and 88th Ave. regarding alcohol or gaming machines and that he considers the business an asset and not problematic.

Another issue that was brought to staff's attention had to do with Property Values. The Tinley Park Village Treasurer, Brad Bettenhausen, did a spreadsheet illustrating the percentage of increase of property values in the Village and near the subject property. A copy of this spread sheet was distributed.

Other issues were Service Station adjacency, Packaged Liquor adjacency and Video Gaming adjacency which are addressed in the Staff Report. MS. WALLRICH noted that there were no other examples of service station adjacent to single family homes in the Village. She presented tables indicated other examples Single Family adjacency to packaged liquor sales and video gaming. She noted that the subject property was generally further away from single family uses and a greater buffer was provided. In the examples she presented she noted that the other situations typically just provide a fence.

CHAIRMAN SHAW asked the Petitioner to give a presentation.

Lyman Tieman, Attorney, gave a presentation. He noted the facility is currently built and operating in Will County. The Petitioner desires to expand his business in a similar fashion to his other service station at 8810 W. 191st St. that includes the sale of packaged liquor and video gaming. Mr. Tieman gave a history of the business and process with Will County noting that it was their intent to develop in the County and they had received preliminary approvals however the County revised their liquor and gaming policy thus prohibiting the subject property from being eligible to have packaged liquor and video gaming. He explained that the Special Use approvals for the Drive up and the Car Wash were Court ordered.

Michael Werthmann, of KLOA gave a presentation regarding the traffic evaluation conducted in front of the Service Station at the intersection of Harlem Avenue and 194th St. in unincorporated Will County. A copy of the report is distributed and part of the packet. He noted that Harlem Avenue carried a significant



amount of traffic and projected the new Video Gaming and Packaged Liquor sales would not have a significant impact on current traffic volumes.

Brian Hirtz, Engineer gave a presentation regarding the available truck parking, noting that there was adequate space to park two trucks along the west access drive and still have adequate space for 2-way traffic.

COMMISSIONER KRONER asked about the ample available truck parking. He noted there is nothing marked for trucking and it does not look like there is truck parking. Mr. Hirtz replied that there could be striping done for the truck parking.

Mr. Tieman noted there are two other stations that have packaged liquors in Tinley Park and that the B-3 district allows for the sale of packaged liquors. He noted that the Village Attorney has stated the Village will create a separate classification which allows for the sale of packaged liquor, not for on premises consumption, but from a facility that would be designated as a Truck Stop under the Illinois Gaming Act. This is not a Truck Stop other than from the State's legislation when they set up the definition for the Gaming Act.

Mr. Tieman noted that all the existing signage was permitted by the County of Will. There are some discrepancies between what exists and what is required by Tinley Park. The Petitioner has considered this and has spent a lot of money, time and effort with the current signage. He would like to keep what is there right now with the exception of a "Pet Wash" Sign that could be removed. With that in mind the Zoning Ordinance allows for existing signage as part of the annexation process to come into the Village as legal non-conforming. He asks that the Commission consider that. There are several signs in the Village that are legal non-conforming.

CHAIRMAN SHAW asked the Commissioners for questions.

COMMISSIONER STANTON asked for clarification on the signage. Mr. Tieman replied that one monument sign for the Gas Station is 1'8" too high and the other monument sign for the Car Wash is only 10" too high.

COMMISSIONER ENGEL asked about the 24 hour gaming on the 191st St. location. What is the estimated tax revenue if we annex this gas station to the Village? MS. WALLRICH replied the estimated revenue is \$408,000 per year which is a combination of all revenue based on information Mr. McEnery provided and our Treasurer reviewed. Mr. McEnery replied the tax revenue from video gaming at the Mokena location was \$87,000. MS. WALLRICH stated that per the Treasurer's instructions she cannot break down the estimated \$408,000 annual revenue because the sales tax is proprietary information provided by the State of Illinois.

COMMISSIONER ENGEL asked about the zoning adjacent to the current location. He asked if the current zoning was there when the residents moved in. Mr. Tieman replied the zoning was there at the time the subdivision was built. The subject property was zoned both C-2 or C-3, both which allowed Service Stations.

COMMISSIONER KRONER asked about previous letters sent to the Petitioner from Mayor Zabrocki and Mayor Sieman asking him to insure the signage met the Tinley Park regulations; he asked the Petitioner why that was not done. Mr. Tieman replied Will County did not require what Tinley Park required and at that time we had no intentions of trying to annex to Tinley Park. Mr. McEnery noted there is a new sign Ordinance and asked what the previous sign Ordinance was when the Gas Station was built.



CHAIRMAN SHAW noted some of the changes to the signage would be a hardship to the Petitioner and asked if the Petitioner is agreeable to make any changes to the changeable copy signs. Mr. McEnery replied he is negotiable but would like some time to make those changes. COMMISSIONER KRONER replied that this is not acceptable as there are now too many sign. MS. WALLRICH stated this could be part of the Annexation Agreement and could include timing for compliance.

COMMISSIONER GRAY concurs with the other Commissioner on the stance with the signs.

COMMISSIONER ENGEL asked if this is part of the Staff's recommendation, will the Petitioner comply. Mr. McEnery replied he is negotiable. He would consider changing the changeable copy signs to electronic signs, but would like some time to do that.

MS. WALLRICH summarized the recommended changes:

- Remove the "No Cook County Tax" sign and the additional "Dunkin Donuts" sign.
- Remove the two changeable copy signs on the C-Store.
- Remove the changeable copy sign on the car wash. (An electronic message sign could be put up but there is a 20% size requirement so the electronic message sign would not be as big as the manual changeable copy sign that currently exists).
- Remove the "Pet Wash" sign.

COMMISSIONER SHAW clarified the removable signage that would be recommended on the Annexation Agreement.

COMMISSIONER MANI asked about the landscaping and suggested adding two (2) rows evergreens to screen the residential area. MS. WALLRICH replied the current landscaping exceeds the code. Scott Pritzeit, Architect replied the current landscaping meets and far exceeds the requirement of both Will County and Tinley Park.

COMMISSIONER GRAY asked about the analysis of increasing the traffic by 20% after a liquor license is in force. Mr. Werthmann replied the Petitioner noted the liquor sales may increase his sales volume by about 20%. In the morning this is probably an over projection. From the gaming projection there would be 5 seats and some of those people may already be there. The gaming positions may turn over 2 times within an hour. A video was taken for six hours, and most of the time there were 2 cars waiting to enter Harlem Avenue. The cars waiting never lasted more than a minute or two.

COMMISSIONER KRONER asked about the truck traffic. Mr. Werthmann replied in the morning there were 6 trucks entering and exiting. Overall there were mostly passenger vehicles. On average there were 53 sales on the commercial pumps. There was no backup noticed.

CHAIRMAN SHAW noted this was a single day sample on the traffic study. Mr. Werthmann replied that most of the time a traffic study is done on one day. This was a busy day compared to the study that was done for Will County study however; the previous study did not include the Car Wash. Studies have shown that 60% to 75% of the traffic is already on the road.

COMMISSIONER KRONER asked about parking and how many business licenses are at this location. He noted there are more than three (3) businesses at this location. What is the correct amount of parking spaces required? The spaces for vacuuming the cars are included in the total parking spaces. He stated that Staff has taken a very liberal approach to the parking spaces. In the staff report it is mentioned that



there is space to increase the parking and he questioned where that would be. MS. WALLRICH noted that there was room south of the detention area.

Mr. McEnery replied that he thought there are three (3) licenses issued by the County for the property. There is a Beggars Pizza license, a Dunkin Donuts and Occupancy License which includes a cigarette license. MS. WALLRICH presented a photograph and the inside of the convenience store noting the Beggars Pizza business is not a stand-alone business with employees, and is just a heated box displaying pizza slices. She noted that in Tinley Park it would not require a separate business license, nor would the car wash. However, the Dunkin Donuts is under separate ownership and a separate business license would be required.

In response to questions regarding parking along the north side of the car wash where there are vacuums MS. WALLRICH noted that there are no signs prohibiting using the parking for other uses. The Dunkin Donuts can be considered a carry out but since there were two tables and 8 seats at the other end of the convenience store. Staff considered it an eating or drinking place and assigned 10 parking spaces to that use. There are various ways to assign the parking but she reminded the Commission that the ratios in the code did not specifically address gas station convenience stores.

COMMISSIONER KRONER asked about the parking for semi-trucks, noting that there is no place for the trucks to park.

CHAIRMAN SHAW asked for questions or concerns regarding the property values. He noted the studies are based on EAV's and they are not reliable.

COMMISSIONER GRAY asked about decibel levels and asked if they were measured. He asked if they encroach on the standard of 65 decibels at the lot line. MS. WALLRICH replied this is in the County so we would not have measured it. If there was a complaint and he was in the Village the noise levels would be measured.

COMMISSIONER KRONER asked about the economic value to the Village and how was the \$408,000 arrived determined. MS. WALLRICH noted this could not be disclosed. It was broken down between Video Gaming tax, sales tax, property tax and licenses. CHAIRMAN SHAW noted the information was given to the Village and they have done their due diligence and the amount has been verified.

CHAIRMAN SHAW asked for clarification regarding the reason annexation was not considered previously. In the workshop a statement was made that a boundary agreement and is why an annex could not be done at that time. Mr. Tieman replied the first choice was to go to the County as the property was already there and under County jurisdiction and was already zoned. They did not want to annex to Tinley Park. Mr. Tieman noted the boundary agreement cut the property in half. The boundary agreement was signed on June 18, 1996 and amended on November 7, 2006. By virtue of the amendment, changes were made to the boundary lines. This amendment was for a period of nine (9) years and expired on November 6, 2015. As of November 7, 2015 there was no boundary line. MS. WALLRICH noted there would have been great difficulty annexing to Frankfort as there is no contiguity.

CHAIRMAN SHAW asked for comments from the objectors.

#1: Camille Tess: Lives in Tinley Park. Commented on landscaping issues and property values, parking issues and kids buying liquor at Lenny's going to Hollywood Amphitheater. She noted that this area is all single-family homes. Discussed letters previously presented to Commission and letters from previous mayors.



#2: Beth Kendall: Lives in Tinley Park. Commented on issues of "Truck Stop". Lives in Tinley Trails and neighborhood is negatively impacted by this business. Traffic issues – trying to get out on Harlem Avenue due to traffic at gas station. This is not a "Win-Win" for Tinley Park, think of the residents.

#3: Linda Arnold: Presented letter and chart from HUD to the Commission. Request the Commission denies annexation. FHA will not issue mortgage due to flammable tanks on property. Commented on property values, truck/car parking, public safety, and 24 hour Video Gaming and hazardous materials.

#4: Angelyn Zmuda: Read a letter from neighbor that was not available to come to meeting. Letter requesting Commission to deny the recommendation.

#5: Andy Tess: Commented on all issues. Commented on previous denials from Will County. Requested Commission to deny the recommendation.

#6: Sandy Reanie: Read a Letter from her husband asking for denial of recommendation. Truck traffic based on estimates on 191st St. location. Harlem Avenue traffic much higher. Need longer traffic study rather than one day? Presented IDOT traffic study.

#7: Glen Arnold: Commented on issues and dangers to children due to traffic. Commented on previous denials from Will County and letters from Mayors.

#8: Adrian Jaszek: Commented on traffic noise. Asked Petitioner if they would consider annex without Video Gaming and packaged liquor sales. Mr. McEnery replied "No Comment".

#9: Dale Carlson: Commented on Signs.

#10: Resident: Commented on traffic study. The traffic study should be done over weeks not one day.

#11: Norwood Woodline: Commented on traffic and trying to get out of subdivision onto Harlem Avenue. Noise and pollution from trucks entering and exiting the station. Public Safety issues from Gas Station. Alcohol will bring more crime.

#12: Diane Galanti: Commented on Hazardous materials on property. MS. WALLRICH replied the fire code would address that. Ms. Galanti asked the Petitioner if he would consider annexation without Gaming and packaged liquor sales. Mr. McEnery replied "No Comment". She noted that she does not live close, but is interested in residents in area. Why does this have to be considered a Truck Stop? MS. WALLRICH replied this is a State Gaming definition. Tinley Park does not have a code for Truck Stop. Attorney Connelly agreed with Ms. Wallrich's statement. MS. WALLRICH suggested Ms. Galanti come to the office and she can explain it to her.

#13: Sandy Reanie: Read Letter (presented to Commissioners) Commented on traffic in area and danger to children in area. 700 residents signed petition to stop this with the original request. Children and bus stops in area. Property values decreasing.

#14: Norwood Woodline: Why are we not following all the codes on signs and landscaping? MS WALLRICH replied that the code allows all existing signs, however the Commission requested compliance with Village Code. Staff worked with the Petitioner to bring the signs into closer compliance. She further explained that this is a recommending Commission to the Village Board. Conditions can be placed on the Special Use for the Service Station and Car Wash for additional landscaping or signs that are uniquely and specifically attributable to the perceived negative impacts of the requested Special Uses.



Staff does not typically make recommendations, however in this case since the Code allows the signs to continue but the Commission requested compliance so Staff has made recommendations.

#15: Denise Lenz: Manager of Lenny's station. Noted truck traffic is only an estimate and that Mr. McEnery provided his best estimate. A study was done and there was more truck traffic on the study. The traffic on Harlem southbound is difficult and it is not necessarily the Gas Station traffic. This does not mean a semi-truck is blocking traffic. A stop sign or light could be put in.

#16: Resident – The big problem is the Gaming and the Alcohol.

Mr. McEnery commented on the fact that this was a vacant piece of property that was always going to be a gas station. It was zoned properly to be a gas station. The County had Video Gaming and Liquor sales and we applied for it. This was an approved use at this location. The County Board was forced to vote against it due to politics at that time.

CHAIRMAN SHAW asked for final questions/comments from the Commissioners.

COMMISSIONER KRONER asked if there was an Ordinance on how close diesel fueling stations can be from single-family homes. Should it be 500 feet? Attorney Connelly replied that State Gaming requirements require Video Gaming to be 500 feet away from schools and churches. He will check on the Village Ordinance regarding Gas stations.

CHAIRMAN SHAW asked for a consensus from the Commissioners that due to the late hour if the hearing should be closed or continued to date certain.

COMMISSIONER KRONER would like to continue it.

ATTORNEY CONNELLY noted it would be a good idea to leave the Public Hearing open and come back at the next Plan Commission Meeting on April 19, 2018.

A Motion was made by COMMISSIONER KRONER, seconded by COMMISSIONER GRAY to continue the Public Hearing on Lenny's Food N Fuel to the next Plan Commission Meeting on April 19, 2018. The Motion was unanimously approved by voice call. PLAN COMMISSION CHAIRMAN SHAW declared the Motion approved.

GOOD OF THE ORDER

None at this time.

PUBLIC COMMENT:

None at this time.

ADJOURNMENT

There being no further business, a Motion was made by PLAN COMMISSIONER AUGUSTYNIAK, seconded by PLAN COMMISSIONER MANI, to adjourn the Regular Meeting of the Plan Commission of April 5, 2018 at 11:55 p.m. The Motion was unanimously approved by voice call. PLAN COMMISSION CHAIRMAN SHAW declared the meeting adjourned.





**MINUTES OF THE REGULAR MEETING OF THE
PLAN COMMISSION, VILLAGE OF TINLEY PARK,
COOK AND WILL COUNTIES, ILLINOIS**

APRIL 19, 2018

The Regular Meeting of the Plan Commission was held in the Council Chambers of Village Hall on April 19, 2018 at 7:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Plan Commissioners: Ken Shaw, Chairman
Peter Kroner
Tim Stanton
Lucas Engel
Eduardo Mani
Garrett Gray
John Curran
Chuck Augustyniak

Absent Plan Commissioner(s): Angela Gatto

Village Officials and Staff: Michael Glotz, Trustee (left at 8:00)
Paula Wallrich, Community Development Director
Kimberly Clarke, Planning Manager
Thomas Condon, Village Attorney
Barbara Bennett, Commission Secretary

Guest(s): Lyman Tieman, Leonard McEnery, Cass Wennlund

CALL TO ORDER

PLAN COMMISSION CHAIRMAN SHAW called to order the Regular Meeting of the Plan Commission for April 19, 2018 at 7:05 p.m.

COMMUNICATIONS

None at this time

APPROVAL OF MINUTES

Minutes of the April 5, 2018 Regular Meeting of the Plan Commission were presented for approval. A Motion was made by COMMISSIONER AUGUSTYNIK, seconded by COMMISSIONER STANTON, to approve the Minutes as presented. CHAIRMAN SHAW noted TRUSTEE GLOTZ was in attendance and his name will be added. The Motion was approved by voice call. CHAIRMAN SHAW declared the Motion approved.



TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES
FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION
SUBJECT: MINUTES OF THE APRIL 19, 2018 REGULAR MEETING

Item #1 PUBLIC HEARING (Remove from Table): LENNY'S FOOD AND FUEL – 19420 HARLEM AVENUE

Consider a request for a Map Amendment for the subject parcel to B-3 (General Business and Commercial District) with Special Use Permits to allow for the continuation of the existing Automobile Service Station and Automobile Car Wash from the Petitioner, Leonard McEnery.

Present were the following:

Plan Commissioners: Ken Shaw, Chairman
Peter Kroner
Tim Stanton
Lucas Engel
Eduardo Mani
Garrett Gray
John Curran
Chuck Augustyniak

Absent Plan Commissioner(s): Angela Gatto

Village Officials and Staff: Michael Glotz, Trustee (left at 8:00)
Paula Wallrich, Community Development Director
Kimberly Clarke, Planning Manager
Thomas Condon, Village Attorney
Barbara Bennett, Commission Secretary

Guest(s): Lyman Tieman, Leonard McEnery, Cass Wennlund

A Motion was made by COMMISSIONER STANTON, seconded by COMMISSIONER CURRAN to remove the Public Hearing from the Table for Lenny's Food and Fuel. The Motion was approved by voice call. CHAIRMAN SHAW declared the Motion approved.

CHAIRMAN SHAW noted there was already significant testimony, staff presentation and discussion from the Petitioner, public and discourse from the Commission. There will be no further discussion on this point. CHAIRMAN SHAW asked for a Motion to close the Public Hearing.

A Motion was made by COMMISSIONER AUGUSTYNIK, seconded by COMMISSIONER GRAY to close the Public Hearing for Lenny's Food and Fuel. The Motion was approved by voice call. CHAIRMAN SHAW declared the Motion approved.

CHAIRMAN SHAW stated that in the first Motion we should consider the Plan Commission's role in this project. He has had discussion with the Village Attorney on how to frame the Motion. It is important



that the Plan Commission express its role based on determining the suitability of unincorporated properties for annexation. This is something outlined in the Village's Municipal Code. This has been discussed with the Village Attorney. With that he requested a Motion be entertained.

PAULA WALLRICH, Community Development Director noted there is additional new information that should be shared and requested the Public Hearing be reopened. CHAIRMAN SHAW noted on advice from the Village Attorney it is not necessary to reopen the Public Hearing and will only hear Staff's comments. MS. WALLRICH noted since the last Public Hearing Staff was contacted by Mr. McEnery to discuss the signs and the concerns of the Commissioners. During that meeting Mr. McEnery agreed to bring some of the signs into conformance with Village Code despite Code allowing the annexing of existing signs as legal non-conforming signs. Based on the previous discussion at the Workshop and Public Hearing Mr. McEnery has agreed to the following:

	Sign Name	Deficiency	Mr. McEnery's Proposal
A.	C-Store east	3 signs over limit, 28 SF over allowance(not counting 39.6 SF of changeable copy)	Remove 2 wall signs ("No Cook County taxes" and second "Dunkin sign"
	C-Store north	Size is ok- changeable copy sign is prohibited	Agreed to remove changeable copy sign
B.	Car Wash - east	6 SF over limit	No change
C.	Car Wash -north	conforms	No change
	Car Wash -south	Size ok, 1 additional sign	Agreed to remove "Pet Wash" sign
D.	Gas N Wash Canopy - east	3.31 SF over limit	No change
	Gas N Wash Canopy- N & S	conforms	No change
E.	Car Wash Canopy	conforms	No change
F.	Truck Canopy/Directional signage	2.33 SF over or considered directional	No change
G.	Car Wash-Monument	Size is ok, 10" too tall; changeable copy is prohibited	No change
H.	Gas N Wash Monument	1'10" too tall; size is ok, Changeable EMC is ok	No Change

It was discussed, per the Village Code, with any changeable copy sign that is allowed legally, if a property elects to install an electronic message sign, then no temporary signage (banners and flags) will be allowed. MS. WALLRICH noted that Mr. McEnery agreed to this condition.

MS. WALLRICH also noted there were concerns about parking. Mr. McEnery has agreed to stripe the two truck parking spaces and as part of the negotiations with the Village Board regarding the Annexation Agreement, he has agreed to have the parking situation monitored. If the parking becomes an issue in the future, he would build additional parking on site south of the existing retention area.



The last issue that was discussed was property values. There was a question regarding why the spread sheet was not extended to the rest of the Village. MS. WALLRICH presented a memo from Brad Bettenhausen, Village Treasurer, which defended his original EAV analysis noting there was no negative trend of property value in the area since the construction of the service station in 2015. CHAIRMAN SHAW asked for question from the Commissioners.

COMMISSIONER KRONER stated that Mr. McEnery should have been reminded that it was the consensus of the Board that it was expected he come into full compliance to the Village's sign ordinance. Mr. McEnery should have also been reminded that he was warned by two former Mayors and a Trustee regarding signs that were going up were not in compliance, based upon the plans that were submitted to Will County. The biggest issue is that these hardships were brought upon by himself. He chose to ignore the previous Village Board and Mayors and this Commission and he still wants to negotiate. He was told at the very first hearing that the consensus of the Board was that he should come into total compliance with the current sign ordinance. At the Public Hearing it was said that the Commission would look the other way, due to the expense, on the monument signs leaving an opening for bringing everything else up to compliance. This is disheartening and disingenuous that he does not want to work with this Village at this time. Although Mr. McEnery does a lot of good for the community, from a business prospective this is not a good position to take trying to get into this Village.

COMMISSIONER GRAY stated the changeable message sign on the east side, which is prohibited, on the C-store will remain. MS. WALLRICH replied this is a manual changeable copy sign that Mr. McEnery is electing not to change. If this is the decision of the Village Board he will be able to keep it.

CHAIRMAN SHAW asked the Commission if there were any comments or questions regarding the Findings of Fact presented in the Staff Report. He asked the Commission to address the question of suitability of annexation and asked for a Motion. CHAIRMAN SHAW stated he has a draft motion to present.

COMMISSIONER KRONER, seconded by COMMISSIONER MANI made a Motion to read the draft Motion as follows:

Move that, under 32.164 (b) POWERS AND DUTIES of the Village of Tinley Park's Municipal Code, the Plan Commission deem the property located at 19240 Harlem Avenue unsuitable for annexation based on the following:

- a) The existing conditions and improvements do not conform to the Village's ordinances and codes;
- b) The existing conditions and improvements cannot be made to conform without unreasonable investments by the owner or acceptance of significant non-conformities by the Village; and
- c) The existing conditions and improvements are inconsistent with the Vision, Objectives, and Goals stated in the Village's Comprehensive Plan.

COMMISSIONER STANTON asked where the draft Motion came from and why the Commission is seeing it today for the first time. CHAIRMAN SHAW replied he drafted the Motion last week. This was brought to the Village Attorney last week. He stated that any Commissioner can make a motion from the dais. CHAIRMAN SHAW stated there has been a Motion made and seconded and comments are restricted to the Commission. CHAIRMAN SHAW asked for comments on the motion.

COMMISSIONER CURRAN noted we should have it written in front of us so we can clearly understand it. Are we making a motion to deny the annexation? CHAIRMAN SHAW replied the Motion references the Municipal Code and it specifically speaks to whether or not the Plan Commission deems the property suitable for annexation. COMMISSIONER CURRAN replied as read by COMMISSIONER KRONER the



motion deems the annexation NOT acceptable. He questioned if the reason in this instance because the Motion has the rationale for deeming it unsuitable, is this why it is written in the negative. Ordinarily the protocol is to write Motions in the positive. CHAIRMAN SHAW stated the question at hand is the suitability of the property fundamentally for annexation. He asked for it to be voted up or down. COMMISSIONER CURRAN questioned if you vote "Yes" you are saying it is suitable for annexation and if you vote "No" you are saying it is not suitable? CHAIRMAN SHAW replied in this instance you are going against our ordinary protocol framing it in the negative and the question is "is it unsuitable". COMMISSIONER STANTON asked why this is being done and why is it being made more confusing when it does not need to be? Why can't it be straight forward? CHAIRMAN SHAW replied the reason for the Motion is to address the fundamental question. COMMISSIONER KRONER asked if he could read it in the positive. CHAIRMAN SHAW replied that there is a motion, it has been seconded and we should just take this to a vote. COMMISSIONER CURRAN stated it should be clear, if you vote "Yes" you are opposing the annexation and if you vote "No" you are supporting the annexation. CHAIRMAN SHAW replied that is correct and we are speaking specifically to the suitability of the property itself for annexation. The Motion recommends that it is unsuitable. COMMISSIONER GRAY noted further clarification is needed. He stated that we cannot vote for something if we do not understand all the parameters. This references the Comprehensive Plan which needs further explanation. COMMISSIONER GRAY questioned what is the Comprehensive Plan, and that clarity is paramount. It is necessary to see this in front of you to make a valid decision.

CHAIRMAN SHAW called for a vote.

AYES: KRONER, MANI, AUGUSTYNIAC, and CHAIRMAN SHAW

NAYS: STANTON, CURRAN, ENGEL, GRAY

CHAIRMAN SHAW declared the Motion fails.

Motion was made by COMMISSIONER KRONER, seconded by COMMISSIONER CURRAN to recommend that the Village Board grant the Petitioner, Leonard McEnery, on behalf of Lenny's Food N Fuel Harlem Avenue, LLC, a rezoning (Map Amendment) of the property located at 16420 Harlem Avenue, upon annexation to B-3 (General Business and Commercial) and adopt Findings of Fact submitted by the Applicant and Findings of Fact proposed by Village Staff and the Plan Commission at this meeting.

COMMISSIONER KRONER noted that although he made the Motion, he does not support the Motion. The Petitioner is overlooking the hardships and has not fulfilled the desire to the fullest. If this Motion is passed it would cause injury to the use and enjoyment of the homeowner's property immediately adjacent to the property. This would be especially true if a 24 hour gambling license is approved by the Board. This will impede the normal improvement of the surrounding properties. Adequate measures have not been provided for ingress and egress. Busses and trucks are parking along the sides and the striping will not help. Trucks are sitting out on 194th Street while waiting to pull in. The residential streets are not fortified to handle the trucks. He would urge the Commission to vote against the Motion.

COMMISSIONER CURRAN stated the issues of the trucks being there exists now and not annexing into Tinley Park these issues cannot be addressed by Tinley Park. By annexing into Tinley Park the Police Department can control this issue.

COMMISSIONER MANI echoes COMMISSIONER KRONER.

AYES: STANTON, CURRAN, ENGEL, GRAY, AUGUSTYNIAC and CHAIRMAN SHAW



NAYS: KRONER, MANI

CHAIRMAN SHAW declared the Motion approved.

Motion was made by COMMISSIONER GRAY, seconded by COMMISSIONER STANTON to recommend that the Village Board grant the Petitioner, Leonard McEnery, on behalf of the Lenny's Food N Fuel Harlem Avenue, LLC, property located at 19420 Harlem Avenue, a Special Use for a Service Station and adopt Findings of Fact submitted by the Applicant and Findings of Fact proposed by Village Staff and the Plan Commission at this meeting consistent with the submitted plans with the following conditions:

1. Bring the following signs into conformance with Village Sign Regulations:

	Sign Name	Deficiency	Mr. McEnery's Proposal
A.	C-Store east	3 signs over limit, 28 SF over allowance(not counting 39.6 SF of changeable copy)	Remove 2 wall signs ("No Cook County taxes" and second "Dunkin sign")
	C-Store north	Size is ok- changeable copy sign is prohibited	Agreed to remove changeable copy sign
	Car Wash - south	Size ok, 1 additional sign	Agreed to remove "Pet Wash" sign
C.	Temporary Sign	Remove any temporary signs or banners in exchange for keeping the manual changeable copy sign on the convenience store and the car wash monument sign.	Agreed to remove temporary signs.

2. Stripe the truck parking spaces.

COMMISSIONER GRAY noted the Manual Changeable Signs are prohibited and this establishment is fairly new and exceptions should not be made.

AYES: STANTON, CURRAN, ENGEL

NAYS: KRONER, MANI, GRAY, AUGUSTYNIAK, and CHAIRMAN SHAW

CHAIRMAN SHAW declared the Motion failed.

Motion was made by COMMISSIONER STANTON, seconded by COMMISSIONER CURRAN to recommend that the Village Board grant the Petitioner, Leonard McEnery, on behalf of the Lenny's Food N Fuel Harlem Avenue, LLC, property located at 19420 Harlem Avenue, a Special Use for a Car Wash and adopt Findings of Fact submitted by the Applicant and Findings of Fact proposed by Village Staff



and the Plan Commission at this meeting consistent with the submitted plans with the following conditions:

1 Bring the following signs into conformance with Village Sign Regulations:

	Sign Name	Deficiency	Mr. McEnery's Proposal
A.	C-Store east	3 signs over limit, 28 SF over allowance(not counting 39.6 SF of changeable copy)	Remove 2 wall signs ("No Cook County taxes" and second "Dunkin sign")
	C-Store north	Size is ok- changeable copy sign is prohibited	Agreed to remove changeable copy sign
	Car Wash - south	Size ok, 1 additional sign	Agreed to remove "Pet Wash" sign
C.	Temporary Sign	Remove any temporary signs or banners in exchange for keeping the manual changeable copy sign on the convenience store and the car wash monument sign.	Agreed to remove temporary signs.

3. Stripe the truck parking spaces.

COMMISSIONER MANI noted if Lenny's would like to come to our Village he should comply with our sign ordinance.

AYES: ENGEL, CURRAN, STANTON

NAYS: AUGSTYNIAK, GRAY, MANI, KRONER and CHAIRMAN SHAW.

CHAIRMAN SHAW declared the Motion failed.

CHAIRMAN SHAW noted this will go before the Village Board on May 1, 2018.







PLAN COMMISSION STAFF REPORT

April 5, 2018

Applicant

Mr. Leonard McEnery,
Lenny's Food N Fuel
Harlem Avenue, LLC

Property Location

19420 Harlem Avenue

PIN

19-09-12-202-014-0000 &
19-09-12-202-016-0000

Zoning

B-3 upon annexation

Approvals Sought

Rezoning
Special Use Permit

Comprehensive Plan

Commercial

Project Planner

Paula J. Wallrich, AICP
Director of Community
Development

Lenny's Food N Fuel - Rezoning, Approvals Required

19420 Harlem Avenue

Updates from the March 15 staff report are noted in red



EXECUTIVE SUMMARY

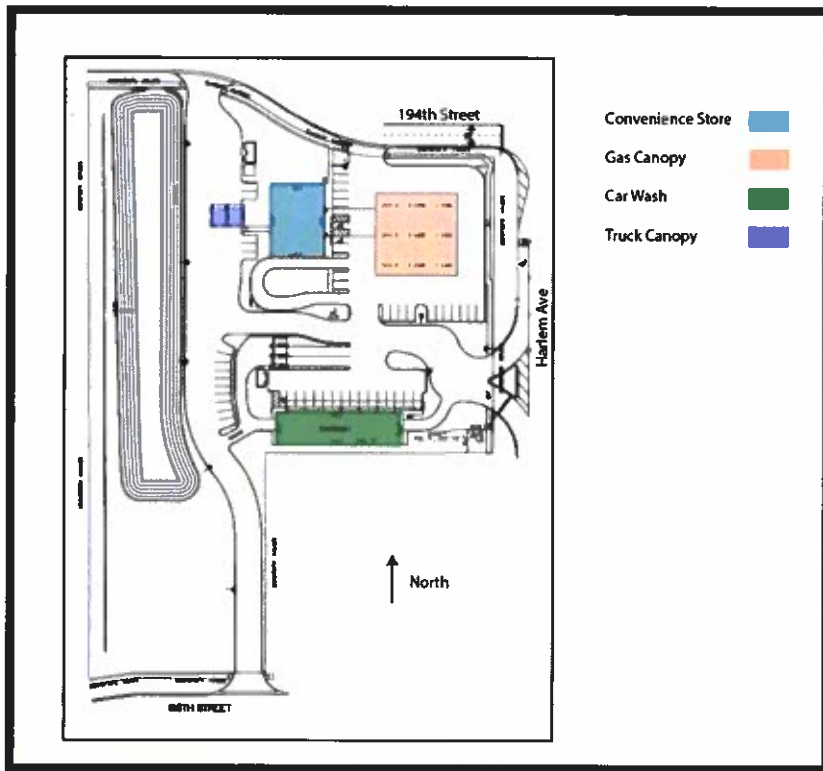
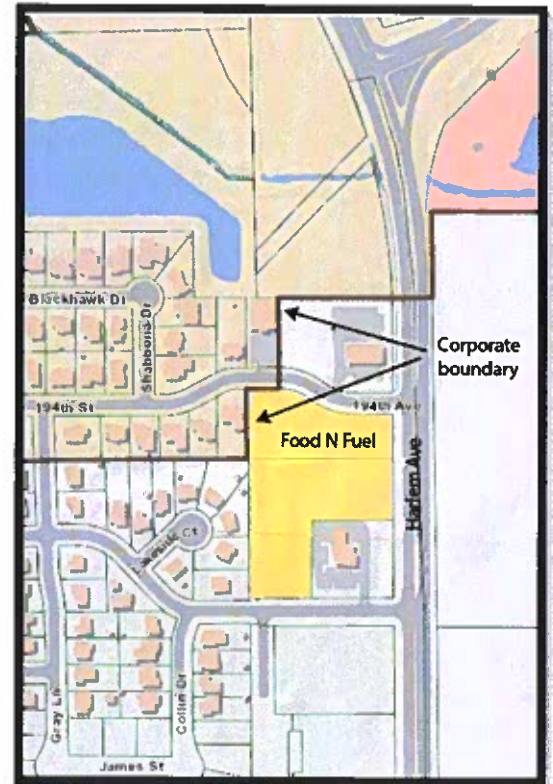
Mr. Leonard McEnery, Lenny's Food N Fuel Harlem Avenue, LLC, has petitioned the Village of Tinley Park to annex his 4.87 acre parcel located at 19420 S. Harlem Avenue. The property currently operates as a motor fueling facility for autos and trucks, a convenience store with drive-up food service window for Dunkin Donuts along with another food service tenant (Beggars Pizza), a carwash, and outdoor dispensing/filling of propane tanks. Mr. McEnery wishes to expand his business in a similar fashion to his other facilities (Gas N Wash at 8810 W. 191st) which includes the sale of packaged liquor and video gaming.

The subject of the Public Hearing is the rezoning of the property to B-3 upon annexation and the granting of a Special Use for an Automobile Service Station and Automobile Car Wash. The Village Board will be considering Mr. McEnery's Annexation Petition in April that will allow for the continuation of all existing uses and proposed uses. The Agreement will also include zoning the property to B-3 with Special Uses as noted above.

EXISTING SITE & HISTORY

The subject property is located just south of the Village's corporate boundaries on Harlem Avenue. The parcel is 4.87 acres and includes two (2) structures (C-store and Car Wash) and two (2) canopies (car gas dispensing and truck gas dispensing). The C-store was constructed in 2015 and the car wash was completed in 2017. The property was constructed under Will County jurisdiction and receives water and sanitary service from Frankfort.

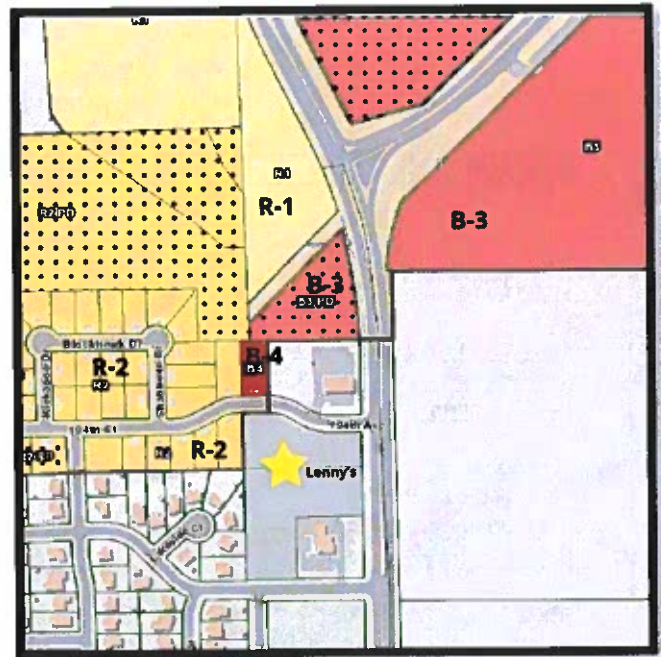
The Petitioner has requested annexation so that he can expand his business similarly to his other facility on 191st Street; this includes the sale of packaged liquors and video gaming. The Committee of the Whole reviewed the terms of the Annexation Agreement at their March 13, 2018 meeting and directed staff to proceed with the zoning review. Attached are copies of the Agreement and the memorandum which explains the terms of the Agreement.



ZONING & NEARBY LAND USES

The subject property is currently zoned C-2 (Local Commercial) in Will County. There are single family residential uses to the west of the subject parcel; those in Tinley Park are zoned R-2, (Single Family Residential) those in Will County are zoned R-4 (Single Family Residential). To the north there is an office in Tinley Park zoned B-4 (Office and Service Business) and another office use zoned C-2 (Local Commercial) in Will County. To the south the property is all in Will County with a bank zoned C-2 (Local Commercial). There is Tinley Park B-3 zoning along the Harlem Avenue corridor north of the subject property leading to the I-80 intersection. The Comprehensive Plan indicates commercial uses in this area.

In considering the zoning assignment for this parcel, Staff considered both the B-3 (General Business and Commercial) District and the B-5 (Automotive Service District) District. After researching all permitted and special uses in both districts, Staff recommends a zoning of B-3 (General Business and Commercial) upon annexation with Special Use Permits for the Service Station and Car Wash. Even though a Service Station and Car Wash are permitted uses in the B-5 (Automotive Service District), there are other uses (auto repair, on-site repair, light equipment sales/rental, vehicle sales/rental) that are also permitted uses in the B-5 and special uses (Body Shop) that are not desirable uses in close proximity to residential uses.



Land Use	B3	B5
Service station	S	P
Car wash- stand alone		P
Carwash attached	S	
Food store	P	
Drive -in	P	
Restaurant w/drive in	P	
Pkg liquor	P	
Auto repair		P (no body repair)
On-site repairs		P
Body shop		S
Light equip sales/rental		P
Veh sales/rental		P
P= Permitted Use S= Special Use		

SIGNS

The signage plans were approved as part of the Will County entitlement process. Staff conducted a sign inventory as part of the documentation of existing conditions and this will be included as part of the annexation agreement. Even though some of the signs are non-conforming with our current code, they will be considered legal non-conforming as part of the annexation process per **Section IX.N.1. Non-Conforming Signs**, "Signs existing at the time of the enactment of this Section IX, or any amendment thereto, or at the **time of annexation to the Village** of the property on which they are located and not conforming to the provisions of this Section IX, shall be regarded as nonconforming signs. Nonconforming signs shall be of two types – either a legal nonconforming sign or an illegal nonconforming sign."

At the workshop there was discussion regarding the existing signs. Although legally erected per County ordinance the Applicant was asked to consider bringing the signs into conformance with Tinley's Park code – which is more restrictive. As stated above the Village's Zoning Ordinance addresses existing signage for properties undergoing annexation allowing them to continue in their existing form as a legal non-conforming sign. Staff met with the attorney for the Applicant to review the non-conforming signs as listed below to see if some of the signs can be brought into conformance. A complete inventory of all signs is included as an attachment.

	Sign name	Existing Size	Tinley Code	Deficiency
A.	C-Store east	Approx 123 SF/ 4 wall signs/changeable copy sign (39.6 SF)	1-signs max per frontage/80 SF plus 15 SF for interior tenant /changeable sign prohibited	3-signs over limit; 28 SF over (not counting 39.6 SF of changeable copy sign; prohibited changeable copy
	C-Store north	39.6 SF Changeable copy sign	60 SF	size is ok; changeable copy is prohibited
B.	Car Wash east	41.13 SF	35 SF	6 SF over
C.	Car Wash north	68 SF	120 SF	allowed
C.	Car Wash south	88 SF (2 wall signs)	120 SF	size ok; 1 additional sign
D.	Gas N Wash Canopy east	49.81 SF	46.5 SF (1 SF per 2 LF)	3.31 SF over
	Gas N Wash Canopy N & S	39.17 sq. ft.	45 sq. ft.	allowed
E.	Car Wash Canopy	20 sq. ft.	20 sq. ft.	allowed
F.	Trucks Canopy/Directional	23.5 sq. ft.	21.17 sq. ft.	2.33SF over or considered directional
G.	Car Wash-Monument	97.12 SF.; 10.83' ht; Changeable copy (48.89SF)	120 SF; 10' ht; Prohibited changeable copy sign	size is ok ; .83' (10") too tall; changeable copy sign prohibited
H.	Gas N Wash-Monument	118.55 SF.; 11.83' ht; EMC: 12SF	120 SF; 10' ht; EMC: 24 SF allowed	Size is ok; 1.83' too tall; EMC OK

The list above indicates three (3) instances where the existing signs do not meet Village Code with respect to size – signs A, B & C. Some of these signs may be considered more non-conforming than others. For example, the wall signs on the east facade of the convenience store (A) is 28 SF over the allowed 95 SF (80SF plus 15 SF for interior tenant); the other two instances are fairly minor with sign (B) and sign (C) at 6 SF and 3.31 (3'4") SF over code. Regarding sign (A) in addition to exceeding the total square footage limits it also exceeds the allowable number of wall signs per frontage. While there are three (3) tenants in this space they do not have separate entrances and therefore do not meet the definition of separate tenant space; only one sign per façade is allowed. However, there is a provision in the code that allows for 15 SF for wall signs for interior tenancies that do not have a distinct secured entrance.

Other signs with less non-conformity include the wall sign on the east façade (B) of the Car Wash that is 6 SF over the allowed 35 SF and the sign on the east side of the GasNWash Canopy (C) which is 3.31 SF over the allowed 46.5 SF. Both of these non-conformities are significantly less than the 21 SF overage on the convenience store's east façade. The only other sign that is non-conforming with respect to size is the Truck canopy sign with is 2.33 SF over the maximum limit of 21.17 SF, however Staff questions whether this functions more as a directional sign to identify where trucks fuel. It is also located behind the convenience store and is not visible from Harlem Avenue. The Commission may wish to consider the degree of non-conformance and the burden to remedy in each of these cases.

The two monument signs exceed the height limitation of 10'; one by 10" and the other by 1 '10". The Commission may wish to consider the cost in trying to reduce the height of the monument signs.

There are 3 manual changeable copy signs on the property. One is on a monument sign; the other 2 are on the C-store. Manually changeable message signs are prohibited. Although there are several of these signs still existing in

the Village, they exist as legal non-conforming since they were erected prior to the code change in 2002. The Commission may wish to consider whether the Lenny's changeable copy signs could also be allowed to continue as part of the annexation process or whether there is opportunity to reduce them through some kind of attrition agreement. Staff notes that when EMC or changeable copy signs exist, temporary signs are not allowed.

In summary there are some existing signs that are non-conforming with respect to Tinley Park's sign regulations. They vary in magnitude with the most significant being the separate tenant signs on the east façade of the C-Store at 28 SF over the allowable maximum of 95 SF. Staff has recommended the Applicant consider removing the "No Cook County Tax" sign and the second "Dunkin Donut" sign. This would bring the total sign area for the east façade down to approximately 78 SF which conforms with the ordinance, and also brings the number of signs into conformance with the exception of exceeding an interior tenant space by 23 SF. This would provide adequate advertising for the two tenants (Beggar's Pizza and Dunkin' Donuts) in the C-Store. Staff provides the following commentary for each of the non-conforming signs:

	Sign name	Deficiency	Recommendation
A.	C-Store east	3-signs over limit; 28 SF over (not counting 39.6 SF of changeable copy sign; prohibited changeable copy	Rmove 2 wall signs (44.5 SF) and remove prohibited changeable copy sign.
	C-Store north	size is ok; changeable copy is prohibited	remove prohibited changeable copy sign
B.	Car Wash east	6 SF over	allow
C.	Car Wash north	allowed	N/A
C.	Car Wash south	size ok; 1 additional sign	although there is one additional sign the area is within limits; provides new information (Pet Wash)
D.	Gas N Wash Canopy east	3.31 SF over	allow
	Gas N Wash Canopy N & S	allowed	N/A
E.	Car Wash Canopy	allowed	N/A
F.	Trucks Canopy/Directional	2.33SF over or considered directional	Allow
G.	Car Wash-Monument	size is ok ; .83' (10") too tall; changeable copy sign prohibited	significant cost to reduce ht; either keep changeable copy or change to EMC (which would also be outside of code-only 20 SF allowed, 49 existing) .
H.	Gas N Wash-Monument	Size is ok; 1.83' too tall; EMC OK	allow

LANDSCAPE

Staff conducted a landscape audit of the subject parcel and found there to be a deficiency of two (2) street trees, three (3) understory trees, and some foundation plantings around the south monument sign. These deficiencies have been noted in the Annexation agreement which requires compliance within 3 months of execution of the Agreement.

TRAFFIC

The Applicant has provided a traffic study prepared by KLOA, Transportation and Parking Planning Consultants. A full copy of the study is attached. The purpose of the study was to determine the existing traffic generated by the

fuel station during the critical morning and evening peak hours and estimate the additional traffic that will be generated by the new proposed uses (video gaming and sale of packaged liquors). The traffic counts were performed on Thursday March 22, 2018 during the weekday morning (6:00 A.M. to 9:00 A.M.) and evening (3:00 P.M. to 7:00 P.M.) which are considered peak periods. The results of the traffic counts show that the weekday morning peak hour of traffic occurred from 7:30 A.M. to 8:30 A.M with 400 trips and the weekday evening peak hour of traffic occurred from 3:30 P.M. to 4:30 P.M with 324 trips. Approximately 97 to 98 % of the existing traffic generated by the fuel center were passenger vehicles. The fuel center generated between zero to three (3) single unit truck trips and between two (2) to eleven (11) articulated truck trips during the peak hours. Sales data for the week of March 12 through 16 showed that an average of 53 transactions per day occurred at the commercial fuel positions. The majority of the traffic, 88%, is traveling to and from the fuel center via Harlem Avenue. There is approximately 18-25 trips traveling from the west on 194th street and 24-25 trips from the west on 195th Street.

The proposed new uses for the subject parcel are estimated to result in an increase of 21 to 25 round trips during the weekday morning and evening peak hours, which averages to approximately one inbound trip every 2.5 to 3.0 minutes and one outbound trip every 2.5 to 3.0 minutes. The proposed additional amenities are projected to have a limited impact on the existing roadway system, particularly on the residential roads west of the fuel center.

PARKING

There are 51 parking spaces (including accessible spaces) on the subject parcel; 16 of these are located along the north side of the car wash and are equipped with vacuums. Although presumably these are for those customers wishing to take use of the free vacuums, there is no signage limiting parking to this use.

The Village Zoning ordinance provides some guidance for required parking for various uses however there is no specific reference for a convenience store associated with a gas station, a car wash or video gaming. Staff has used the closest similar use for determining required parking for these uses. The table below provides the number of required parking spaces.

	USE CLASSIFICATION	MIN PARKING PER CODE	DATA	TOTAL REQUIRED
Dunkin Donut w/drive thru	Eating or drinking place	1 space for each 3 seats plus 1 for each employee	7 people per largest shift. 8 seats provided	10 parking stalls
C-STORE (including packaged liquor)	Retail Store or Personal Service Establishment	1 space for each 150 sf of gross leasable floor area.	3570 SF	24 parking stalls
CAR WASH	Retail Store or Personal Service Establishment	1 space for each 150 sf of gross leasable floor area. If we just use employees this would be 3 at largest shift	4,584 SF This doesn't seem a like a good way measurement for this use for determining parking. Especially because the car wash is mostly automated	3 Parking Stalls
VIDEO GAMING	Our code does not address this use. It will be part of the C-Store use.	Could require that an additional 5 stalls be added in addition to the C-Store requirements	5 Video Gaming Machines	5 parking stalls
Total Parking Required Using Interpretation				42 stalls
Existing Parking				52 stalls
Extra parking				10 stalls

Parking requirements is an imperfect science. In a situation such as this there are opportunities for shared parking. Also the nature of the business results in high turnover with limited long stay parking needs outside of the employees. The proposed video gaming will result in longer stay parking needs. They will be limited to 5 gaming machines. There is a possibility of people waiting for gaming seats, but it is difficult to make assumptions regarding that use. Staff conducted their own parking study over the last 2 weeks at various times during the day and evening. Below is the summary of parking at the subject site as well as a study of parking at the existing Lenny's on 191st Street which currently has video gaming and packaged liquor. Table 1 provides occupancy numbers for the 51 parking spaces at the Lenny's on Harlem from March 16 through March 29 between the hours of 7:25 AM and 9:30 PM. As the table indicates the greatest number of cars parked during that time was 18, leaving 33 spaces vacant at its highest occupancy. Although an informal study for a limited period it appears there is no parking shortage at this site.

Table 1		
3.16	Noon	12
3.19	10:00 AM	12
3.19	0:00	6
3.19	8:47 PM	13
3.2	8:02 AM	9
3.2	9:25 PM	11
3.20	10:00 AM	17
3.21	7:45 AM	13
3.21	10:00 AM	18
3.22	7:25 AM	15
3.22	8:34 PM	10
3.22	10:00 AM	14
3.23	7:50 AM	9
3.23	1:30 PM	17
3.26	8:00 AM	13
3.26	11:00 AM	16
3.27	11:20 AM	17
3.27	8:55 AM	11
3.27	6:50 PM	8
3.28	7:35 AM	11
3.28	5:52 PM	10
3.29	7:15 AM	16

Table 2 provides information on truck parking at the Lenny's on Harlem. The greatest number of trucks parked was 4 during this same time period.

Table 2					
# Trucks	Comment				
1	PARKED				
0					
2	1 GETTING GAS				
1	PARKED				
1	PERSON SITTING IN TRUCK				
2	GETTING GAS				
0					
2					
2	1 IDLING, 1 IN CAR AREA- COULDN'T HEAR IDLING AT HOUSE				
4	2 fueling , 1 waiting to fuel, 1 parked with person inside idling				
0					
2	fueling				
1	fueling				
2	fueling				

As a point of comparison staff also visited the Lenny's on 191st ; they have Video gaming and packaged liquor sales. They have 45 parking spots on site. Table 3 provides information on number of the parking stalls as well as number of video gaming seats occupied during this time period. This information can be used to project parking needs for the Lenny's on Harlem Avenue. The greatest number of seats is 20 which does not exceed the number of parking spaces on Harlem Avenue. The two sites are in relative proximity of each other therefore some assumptions might be made as to whether some of the traffic/usage for gaming and packaged liquor may overlap. Although truck parking was not surveyed at the 191st site the Zoning Administrator who conducted the survey stated he did not ever see more than 2 trucks on site at any given time.

Table 3			
Day	Time	Parking Count in parking stalls only	Video gaming
3.16	10:30 AM		3
3.19	10:30AM	15	3
3.20	10:30 AM	20	5
3.21	10:30 AM	20	5
3.22	10:30 AM	14	2
3.23	10:30 AM	12	2
3.26	10:30 AM	13	5
3.27	8:15 AM	20	5
3.27	10:30 AM	12	1

WORKSHOP ISSUES

There were issues raised by the public at the Workshop meeting along with a submittal packet distributed to the Commissions by Linda Arnold, 7260 195th Street, Frankfort , IL (unincorporated Will County) which also raised some concerns by the residents in the area both within the Village of Tinley Park corporate boundaries and in unincorporated Will County. They are addressed below:

1. Public Safety- The residents recite some statistics obtained from a 2015 FOIA related to ALL gas, convenient store and liquor store businesses in the Village. Staff obtained the following statistics for incidences at the subject parcel since 2015:
 - a. 1-Accident
 - b. 1-theft of service (most likely gas)
 - c. 1-lockout,
 - d. 1-ambulance request
2. Property Values- Exhibit A illustrates that property values in the neighborhood and specifically for those homes immediately adjacent to the subject property. The recession impacted all housing valuations between the years 2010 and 2014. In 2015, Village-wide housing values began to increase. This was also the year that Lenny's was built. Looking at the spreadsheet, especially the home highlighted in green, there was comparable increases with other homes in the neighborhood. This increase continues through projections for 2017.
3. Service Station adjacency. Precedence of service stations adjacent to Single-family housing. - Of the 6 service stations there are no examples of adjacency to single family homes. There is one example (7601 W. 159th St.) which abuts a R-5 District (apartment building).
4. Packaged Liquor adjacency. Precedence of packaged liquor adjacent to Single-family housing - The table below lists several examples of establishments that sell package liquor with single family homes immediately adjacent. Lenny's truck canopy is approximately 138' to the home to the west; the C-store is approximately 210'. The bufferyard with the Lenny's property exceeds any of the bufferyards/screening measures provided in these other situations that primarily use a 6' fence as the buffer. Exhibit B provides aerial graphics of some of the properties below.

PACKAGED LIQUOR SALES WITH ADJACENCY TO SINGLE FAMILY HOMES			
Name of Business	Address of Business	Zoning/ Use	Distance (Ft)±
Lenny's	19420 Harlem	R-2 /SF Home	138' to canopy/210'
CVS Pharmacy #3693	16701 S Harlem Ave	R-2/SF Home	73
Famous Xpress	16658 S Oak Park	R-6/SF Home	209
George's Wine & Spirits	7032 W 183rd St	R-3 /SF Home	200
The Corner Store	9410 179th St	R-3 /SF Home	100
Walgreens #09331	8400 W 171st St	R3 /SF Home	200
7-Eleven #33834B	17055 S Oak Park Ave	R4/SF Home	87

5. Video Gaming Adjacency. Precedence of video gaming abutting Single-family housing- The table below list several examples of video gaming immediately adjacent to single family homes. Distances between the home and the gaming establish is provided. Screening is provided with a 6' fence. Exhibit C provides aerial graphics of some of the properties below.

VIDEO GAMING WITH ADJACENCY TO SINGLE FAMILY HOMES					
Name of Business	Address of Business	# of Machines	Abutting Zoning	Abutting Use	Distance (FT) ±
Lenny's	19420 Harlem	5	R-2	SF Home	138' to canopy/210'
Little Joe's Restaurant & Pizza	7976 167th St	3	B1 & R4	SF Home	152
The Station Pub	6657 W South St	5	R4	SF Home	156
Harald Viking Lodge #13	6730 175th St	3	DG & R-6	SF Home	67
Bamboo Garden	16733 S Oak Park	3	R-4	SF Home	141
Nick's BBQ at Tinley Park	16638 S Oak Park Ave	5	DC	SF Home	191

6. Package liquor sold at gas stations – The only service station that sells packaged liquor is the Circle K station at 8401 159th Street which resulted from an annexation
7. 24 hour video gaming- There are no 24 hour video gaming establishments in the Village. The video gaming licenses typically run tandem with the hours of the liquor license they are associated with.

STANDARDS FOR REZONING APPROVAL

While there are no specific standards listed in the Zoning Ordinance for Map Amendments (rezoning), Staff has provided these finding for the Commission to consider; these may be revised subsequent to testimony provided at the Public Hearing.

- Existing uses of property are consistent within the general area of the property in question;
The properties with frontage on Harlem Avenue are predominately commercial uses. The property is classified as Commercial in the Comprehensive Plan and is typical along a major arterial such as Harlem Avenue. The east side of Harlem Avenue is predominately undeveloped.
- The zoning classification of property is consistent within the general area of the property in question;
The subject property is currently unincorporated and zoned C-2 (Local Commercial) in Will County. There are single family residential uses to the west of the subject parcel; those in Tinley Park are zoned R-2, (Single Family Residential) those in Will County are zoned R-4 (Single Family Residential). To the north there is an office in Tinley Park zoned B-4 (Office and Service Business) and another office use zoned C-2 (Local Commercial) in Will County. To the south the property is all in Will County with a bank zoned C-2 (Local Commercial). There is B-3 zoning along the Harlem Avenue corridor north of the subject property leading to the I-80 intersection.

3. The suitability of the property in question is consistent with the uses permitted under the existing zoning classification;

The property is situated along a major arterial Route (Harlem Avenue) just south of the I-80 Interstate. As the area continues to develop, the traffic along Harlem Avenue will increase making it an appropriate location for commercial uses. There is a large residential population to the west and south of this site making a convenience store a place for the residents to get their gas and other needs met. A special use is required for the service station and car wash. Through the Special Use process issues such as landscaping, traffic and property value have been addressed.

4. The trend of development, if any, in the general area of the property in question, including changes, if any, are inconsistent with its present zoning classification; and

The zoning in the County was also commercial. There are a few additional commercial uses south of the subject property ending at Vollmer Road. Further south and east is predominately undeveloped land and pockets of residential subdivisions. There doesn't appear to be much of any newer development happening south of the subject site at this time.

5. The change in zoning is in conformance with the comprehensive plan of the Village and its official map.

The Comprehensive Plan indicates Commercial uses in this area. Staff recommended a zoning of B-3 (General Business and Commercial) upon annexation with Special Use Permits for the Service Station and Car Wash. Even though a Service Station and Car Wash are permitted uses in the B-5 (Automotive Service District), there are other uses (auto repair, on-site repair, light equipment sales/rental, vehicle sales/rental) that are also permitted uses in the B-5 and special uses (Body Shop) that are not desirable uses in close proximity to residential uses.

SPECIAL USE

The Service Station and the Car Wash require a Special Use Permit as part of the B-3 zoning designation. Both are existing uses. The Service Station is a 24 hour operation; the Car Wash is open from 6:00 a.m. to 10:00 p.m. As part of the Annexation Agreement the Petitioner has agreed to post and enforce "no idling of trucks" along the access way at the west side of the property.

There are new uses proposed for the subject parcel that are not part of the Special Use review (sale of packaged liquor and video gaming) that are regulated either by the Village Liquor Code or the State of Illinois; both of which will be addressed as part of the annexation process. Even though these are not subject to a Special Use review they will impact the overall operation of the subject property and may impact *public health, safety, morals, comfort, or general welfare*. Through the analysis above regarding public safety, traffic, parking, landscaping and precedence for similar adjacency within the community Staff has attempted to provide the Commission with a holistic review for the Special Uses under consideration as well as the new proposed uses.

STANDARDS FOR A SPECIAL USE

The Plan Commission is encouraged to consider these standards (listed below) when analyzing a Special Use request. Staff has provided these draft findings for the Commission to consider; these may be revised subsequent to testimony provided at the Public Hearing.

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

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
The Special Uses under review (Service Station and Car Wash) are existing uses. Comparisons have been provided regarding the existing buffer between the subject property and the adjacent home as well as a property value analysis which indicates that the existing uses have not resulted in decreased property value. A traffic study was conducted indicating current traffic volumes and a summary of police activity is provided for the existing condition. Regarding the addition of video gaming and packaged liquor sales which are under consideration as part of the annexation agreement, a traffic study estimate these new uses will produce less than 21 to 25 round trips during the weekday morning and evening peak hours. No additional buffer or screening is proposed as part of the Application.
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
The Special Uses under review (Service Station and Car Wash) are existing uses. A property value analysis was provided which indicates that the existing uses have not resulted in decreased property value. A bufferyard has been provided that exceeds Will County and Tinley Park requirements. Regarding the addition of video gaming and packaged liquor sales which are under consideration as part of the annexation agreement, a traffic study estimate these new uses will produce less than 21 to 25 round trips during the weekday morning and evening peak hours. No additional buffer or screening is proposed as part of the Application.
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
The Special Uses under review (Service Station and Car Wash) are existing uses and therefore have already impacted the normal and orderly development and improvement of surrounding property. Regarding the addition of video gaming and packaged liquor sales which are under consideration as part of the annexation agreement, most of the adjacent property is already developed with the exception of a parcel north of 194th Avenue. A traffic study estimates these new uses will produce less than 21 to 25 round trips during the weekday morning and evening peak hours. No additional buffer or screening is proposed as part of the Application.
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
The Special Uses under review (Service Station and Car Wash) are existing uses that have adequately functioned since 2015 with respect to utilities, access roads, drainage, and/or other necessary facilities. The addition of video gaming or sale of packaged liquors will have negligible impact on utilities, access roads, drainage, and/or other necessary facilities.
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
The Special Uses under review (Service Station and Car Wash) are existing uses that have adequately functioned since 2015. A traffic study estimates these new uses will produce less than 21 to 25 round trips during the weekday morning and evening peak hours.
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon

other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.

The annexation of the subject parcel will render the existing signs legal non-conforming. All buildings will be brought into conformance with Village Code in accordance with a negotiated schedule outlined in the Annexation Agreement.

- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.

The annexation of the subject parcel is anticipated to bring in over \$400,000 in annual revenue to the Village of Tinley Park.

MOTION TO CONSIDER

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

Motion #1: *..." make a motion to recommend that the Village Board grant the Petitioner, Leonard McEnery, on behalf of Lenny's Food N Fuel Harlem Avenue, LLC, a rezoning (Map Amendment) of the property located at 19420 Harlem Avenue, upon annexation to B-3 (General Business and Commercial) and adopt Findings of Fact submitted by the Applicant and Findings of Fact proposed by Village Staff and the Plan Commission at this meeting."*

Motion #2: *..."make a motion to recommend that the Village Board grant the Petitioner, Leonard McEnery, on behalf of Lenny's Food N Fuel Harlem Avenue, LLC, property located at 19420 Harlem Avenue, a Special use for a Service Station and Car Wash and adopt Findings of Fact submitted by the Applicant and Findings of Fact proposed by Village Staff and the Plan Commission at this meeting consistent with the submitted plans ."*

[with any conditions that the Plan Commission would like to recommend.]

LIST OF REVIEWED PLANS LENNY'S Food & Fuel

Submitted Sheet Name		Prepared By	Date On Sheet
A2.1	Floor Plan	ARSA	01/23/2015
A2.1	Roof Plan	ARSA	01/23/2015
A3.1	North and South Elevation	ARSA	01/23/2015
A3.1	East, West South Elevations	ARSA	01/23/201
L1.0	Landscape Plan	Upland	10/6/2017
L1.0	Car Wash Sign Landscape Plan	Upland	10/6/2017
L1.0	Car Wash Sign Landscape Plan	Upland	05/30/2017
C1	Cover Sheet	M Gin	4/25/2017
C2	Existing Condition & Demos	M Gin	4/25/2017
C3	Site Utility & Geometric Plan	M Gin	5/13/2017
C4	Grading Plan/Storm Water Pollution/Prevention Plan	M Gin	5/13/017
C5	Details Sheet	M Gin	5/13/2017
SA1.1	Site Plan	ARSA	06/08/2015
SA1.1	Site Plan Monument Sign	ARSA	10/31/2017
	Wall Marquee Sign	VAN	04/24/2014
	Car Wash Building Sign	VAN	07/17/2017
	Car Wash Building Sign	VAN	07/17/2017
	Channel Letters on Canopy	VAN	07/18/2017
	Pay Canopy W/Illum. Sign	VAN	07/18/2017
	Truck Canopy Signage	VAN	12/23/22014
	D/F Illum. Main ID Sign	VAN	05/24/2017
	Traffic Study	KLOA	03/29/2018

ARSA – Alan R. Schneider Architecture

M GIN – M Gingerich Gereaux

UPLAND – Upland Design Ltd



PLAN COMMISSION STAFF REPORT

April 19, 2018

Applicant

Mr. Leonard McEnery ,
Lenny's Food N Fuel
Harlem Avenue, LLC

Property Location

19420 Harlem Avenue

PIN

19-09-12-202-014-0000 &
19-09-12-202-016-0000

Zoning

B-3 upon annexation

Approvals Sought

Rezoning
Special Use Permit

Comprehensive Plan

Commercial

Project Planner

Paula J. Wallrich, AICP
Director of Community
Development

Lenny's Food N Fuel – Rezoning, Approvals Required

19420 Harlem Avenue

Updates from the April 5 staff report are noted in green



EXECUTIVE SUMMARY

Mr. Leonard McEnery, Lenny's Food N Fuel Harlem Avenue, LLC, has petitioned the Village of Tinley Park to annex his 4.87 acre parcel located at 19420 S. Harlem Avenue. The property currently operates as a motor fueling facility for autos and trucks, a convenience store with drive-up food service window for Dunkin Donuts along with another food service tenant (Beggars Pizza), a carwash, and outdoor dispensing/filling of propane tanks. Mr. McEnery wishes to expand his business in a similar fashion to his other facilities (Gas N Wash at 8810 W. 191st) which includes the sale of packaged liquor and video gaming.

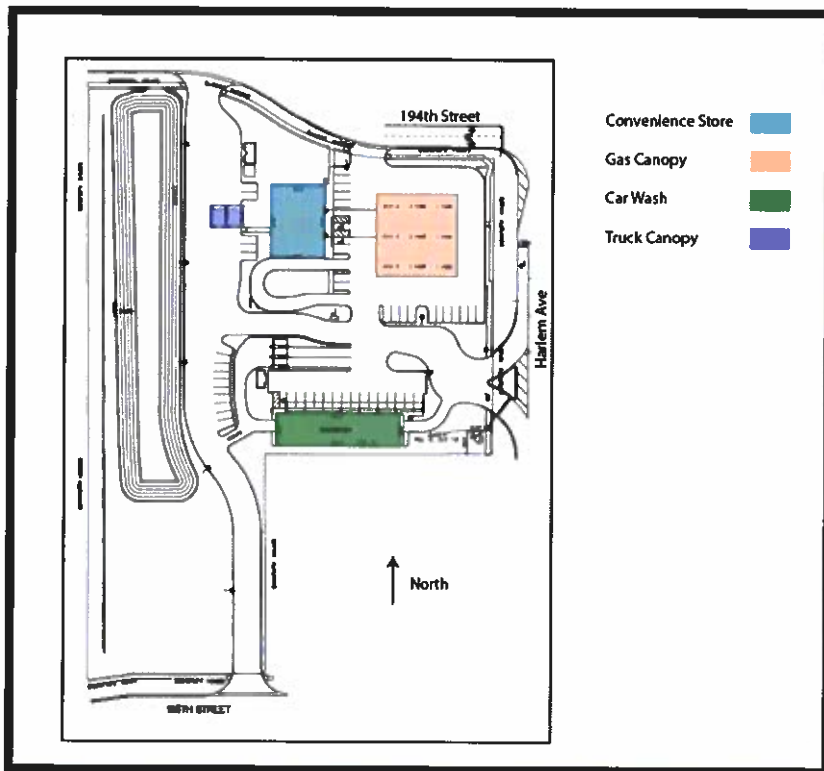
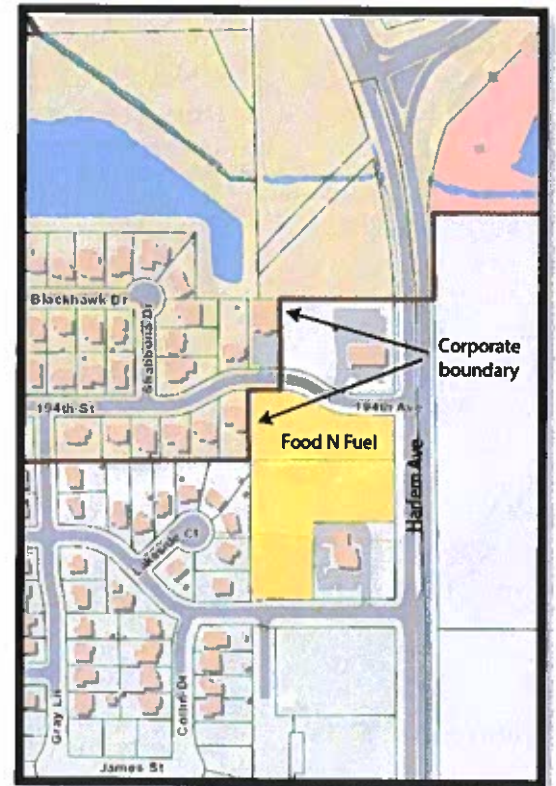
The subject of the Public Hearing is the rezoning of the property to B-3 upon annexation and the granting of a Special Use for an Automobile Service Station and Automobile Car Wash. The Village Board will be considering Mr. McEnery's Annexation Petition in April that will allow for the continuation of all existing uses and proposed uses. The Agreement will also include zoning the property to B-3 with Special Uses as noted above.

The Public Hearing was continued to the April 19, 2018 meeting. Mr. McEnery requested a meeting with Staff to discuss the signage. He has agreed to bring several of the signs into compliance; this is presented under the Sign section in the Staff Report. Staff will make a brief presentation at the Plan Commission on any new information since that Public Hearing.

EXISTING SITE & HISTORY

The subject property is located just south of the Village's corporate boundaries on Harlem Avenue. The parcel is 4.87 acres and includes two (2) structures (C-store and Car Wash) and two (2) canopies (car gas dispensing and truck gas dispensing). The C-store was constructed in 2015 and the car wash was completed in 2017. The property was constructed under Will County jurisdiction and receives water and sanitary service from Frankfort.

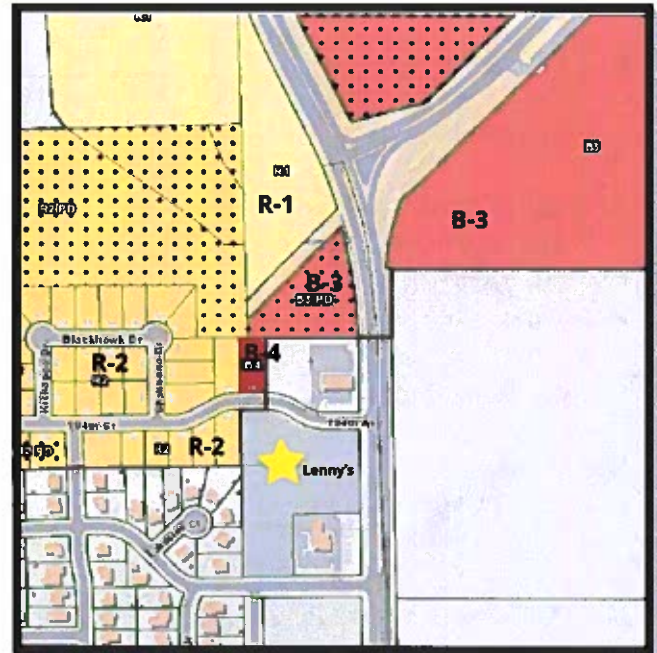
The Petitioner has requested annexation so that he can expand his business similarly to his other facility on 191st Street; this includes the sale of packaged liquors and video gaming. The Committee of the Whole reviewed the terms of the Annexation Agreement at their March 13, 2018 meeting and directed staff to proceed with the zoning review. Attached are copies of the Agreement and the memorandum which explains the terms of the Agreement.



ZONING & NEARBY LAND USES

The subject property is currently zoned C-2 (Local Commercial) in Will County. There are single family residential uses to the west of the subject parcel; those in Tinley Park are zoned R-2, (Single Family Residential) those in Will County are zoned R-4 (Single Family Residential). To the north there is an office in Tinley Park zoned B-4 (Office and Service Business) and another office use zoned C-2 (Local Commercial) in Will County. To the south the property is all in Will County with a bank zoned C-2 (Local Commercial). There is Tinley Park B-3 zoning along the Harlem Avenue corridor north of the subject property leading to the I-80 intersection. The Comprehensive Plan indicates commercial uses in this area.

In considering the zoning assignment for this parcel, Staff considered both the B-3 (General Business and Commercial) District and the B-5 (Automotive Service District) District. After researching all permitted and special uses in both districts, Staff recommends a zoning of B-3 (General Business and Commercial) upon annexation with Special Use Permits for the Service Station and Car Wash. Even though a Service Station and Car Wash are permitted uses in the B-5 (Automotive Service District), there are other uses (auto repair, on-site repair, light equipment sales/rental, vehicle sales/rental) that are also permitted uses in the B-5 and special uses (Body Shop) that are not desirable uses in close proximity to residential uses.



Land Use	B3	B5
Service station	S	P
Car wash- stand alone		P
Carwash attached	S	
Food store	P	
Drive -in	P	
Restaurant w/drive in	P	
Pkg liquor	P	
Auto repair		P (no body repair)
On-site repairs		p
Body shop		S
Light equip sales/rental		P
Veh sales/rental		P
P= Permitted Use S= Special Use		

SIGNS

Mr. McEnery requested a meeting with Staff to discuss non-compliant signage. Although as stated previously, all existing signage can be annexed in its current condition, Mr. McEnery stated he understands this is a concern of some of the Commissioners. The table below reflects the changes he has agreed to make. A markup of the signs is also attached to illustrate the proposed changes.

Sign Name	Deficiency	Mr. McEnery's Proposal
-----------	------------	------------------------

A.	C-Store east	3 signs over limit, 28 SF over allowance(not counting 39.6 SF of changeable copy)	Remove 2 wall signs ("No Cook County taxes" and second "Dunkin sign")
	C-Store north	Size is ok- changeable copy sign is prohibited	Agreed to remove changeable copy sign
B.	Car Wash - east	6 SF over limit	No change
C.	Car Wash -north	conforms	No change
	Car Wash -south	Size ok, 1 additional sign	Agreed to remove "Pet Wash" sign
D.	Gas N Wash Canopy - east	3.31 SF over limit	No change
	Gas N Wash Canopy- N & S	conforms	No change
E.	Car Wash Canopy	conforms	No change
F.	Truck Canopy/Directional signage	2.33 SF over or considered directional	No change
G.	Car Wash-Monument	Size is ok, 10" too tall; changeable copy is prohibited	No change
H.	Gas N Wash Monument	1'10" too tall; size is ok, Changeable EMC is ok	No Change

Mr. McEnery has agreed to remove any temporary signs or banners in exchange for keeping the manual changeable copy sign on the convenience store and the car wash monument sign.



The signage plans were approved as part of the Will County entitlement process. Staff conducted a sign inventory as part of the documentation of existing conditions and this will be included as part of the annexation agreement. Even though some of the signs are non-conforming with our current code, they will be considered legal non-conforming as part of the annexation process per Section IX.N.1. Non-Conforming Signs, "Signs existing at the time of the enactment of this Section IX, or any amendment thereto, or at the **time of annexation to the Village** of the property on which they are located and not conforming to the provisions of this Section IX, shall be regarded as nonconforming signs. Nonconforming signs shall be of two types – either a legal nonconforming sign or an illegal nonconforming sign."

At the workshop there was discussion regarding the existing signs. Although legally erected per County ordinance the Applicant was asked to consider bringing the signs into conformance with Tinley's Park code – which is more restrictive. As stated above the Village's Zoning Ordinance addresses existing signage for properties undergoing annexation allowing them to continue in their existing form as a legal non-conforming sign. Staff met with the attorney for the Applicant to review the non-conforming signs as listed below to see if some of the signs can be brought into conformance. A complete inventory of all signs is included as an attachment.

	Sign name	Existing Size	Tinley Code	Deficiency
A.	C-Store east	Approx 123 SF/ 4 wall signs/changeable copy sign (39.6 SF)	1-signs max per frontage/80 SF plus 15 SF for interior tenant /changeable sign prohibited	3-signs over limit; 28 SF over (not counting 39.6 SF of changeable copy sign; prohibited changeable copy
	C-Store north	39.6 SF Changeable copy sign	60 SF	size is ok; changeable copy is prohibited
B.	Car Wash east	41.13 SF	35 SF	6 SF over
C.	Car Wash north	68 SF	120 SF	allowed
C.	Car Wash south	88 SF (2 wall signs)	120 SF	size ok; 1 additional sign
D.	Gas N Wash Canopy east	49.81 SF	46.5 SF (1 SF per 2 LF)	3.31 SF over
	Gas N Wash Canopy N & S	39.17 sq. ft.	45 sq. ft.	allowed
E.	Car Wash Canopy	20 sq. ft.	20 sq. ft.	allowed
F.	Trucks Canopy/Directional	23.5 sq. ft.	21.17 sq. ft.	2.33SF over or considered directional
G.	Car Wash-Monument	97.12 SF.; 10.83' ht; Changeable copy (48.89SF)	120 SF; 10' ht; Prohibited changeable copy sign	size is ok ; .83' (10") too tall; changeable copy sign prohibited
H.	Gas N Wash-Monument	118.55 SF.; 11.83' ht; EMC: 12SF	120 SF; 10' ht; EMC: 24 SF allowed	Size is ok; 1.83' too tall; EMC OK

The list above indicates three (3) instances where the existing signs do not meet Village Code with respect to size – signs A, B & D. Some of these signs may be considered more non-conforming than others. For example, the wall signs on the east facade of the convenience store (A) is 28 SF over the allowed 95 SF (80SF plus 15 SF for interior tenant); the other two instances are fairly minor with sign (B) and sign (C) at 6 SF and 3.31 (3'4") SF over code. Regarding sign (A) in addition to exceeding the total square footage limits it also exceeds the allowable number of wall signs per frontage. While there are three (3) tenants in this space they do not have separate entrances and therefore do not meet the definition of separate tenant space; only one sign per façade is allowed. However, there is a provision in the code that allows for 15 SF for wall signs for interior tenancies that do not have a distinct secured entrance.

Other signs with less non-conformity include the wall sign on the east façade (B) of the Car Wash that is 6 SF over the allowed 35 SF and the sign on the east side of the GasNWash Canopy (C) which is 3.31 SF over the allowed 46.5 SF. Both of these non-conformities are significantly less than the 21 SF overage on the convenience store's east façade. The only other sign that is non-conforming with respect to size is the Truck canopy sign with is 2.33 SF over the maximum limit of 21.17 SF, however Staff questions whether this functions more as a directional sign to identify where trucks fuel. It is also located behind the convenience store and is not visible from Harlem Avenue. The Commission may wish to consider the degree of non-conformance and the burden to remedy in each of these cases.

The two monument signs exceed the height limitation of 10'; one by 10" and the other by 1' 10". The Commission may wish to consider the cost in trying to reduce the height of the monument signs.

There are 3 manual changeable copy signs on the property. One is on a monument sign; the other 2 are on the C-store. Manually changeable message signs are prohibited. Although there are several of these signs still existing in the Village, they exist as legal non-conforming since they were erected prior to the code change in 2002. The Commission may wish to consider whether the Lenny's changeable copy signs could also be allowed to continue as part of the annexation process or whether there is opportunity to reduce them through some kind of attrition agreement. Staff notes that when EMC or changeable copy signs exist, temporary signs are not allowed.

In summary there are some existing signs that are non-conforming with respect to Tinley Park's sign regulations. They vary in magnitude with the most significant being the separate tenant signs on the east façade of the C-Store at 28 SF over the allowable maximum of 95 SF. Staff has recommended the Applicant consider removing the "No

Cook County Tax" sign and the second "Dunkin Donut" sign. This would bring the total sign area for the east façade down to approximately 78 SF which conforms with the ordinance, and also brings the number of signs into conformance with the exception of exceeding an interior tenant space by 23 SF. This would provide adequate advertising for the two tenants (Beggar's Pizza and Dunkin' Donuts) in the C-Store. Staff provides the following commentary for each of the non-conforming signs:

	Sign name	Deficiency	Recommendation
A.	C-Store east	3-signs over limit; 28 SF over (not counting 39.6 SF of changeable copy sign; prohibited changeable copy	Rmove 2 wall signs (44.5 SF) and remove prohibited changeable copy sign.
	C-Store north	size is ok; changeable copy is prohibited	remove prohibited changeable copy sign
B.	Car Wash east	6 SF over	allow
C.	Car Wash north	allowed	N/A
C.	Car Wash south	size ok; 1 additional sign	although there is one additional sign the area is within limits; provides new information (Pet Wash)
D.	Gas N Wash Canopy east	3.31 SF over	allow
	Gas N Wash Canopy N & S	allowed	N/A
E.	Car Wash Canopy	allowed	N/A
F.	Trucks Canopy/Directional	2.33SF over or considered directional	Allow
G.	Car Wash-Monument	size is ok ; .83' (10") too tall; changeable copy sign prohibited	significant cost to reduce ht; either keep changeable copy or change to EMC (which would also be outside of code-only 20SF allowed, 49 existing) .
H.	Gas N Wash-Monument	Size is ok; 1.83' too tall; EMC OK	allow

LANDSCAPE

Staff conducted a landscape audit of the subject parcel and found there to be a deficiency of two (2) street trees, three (3) understory trees, and some foundation plantings around the south monument sign. These deficiencies have been noted in the Annexation agreement which requires compliance within 3 months of execution of the Agreement.

TRAFFIC

The Applicant has provided a traffic study prepared by KLOA, Transportation and Parking Planning Consultants. A full copy of the study is attached. The purpose of the study was to determine the existing traffic generated by the fuel station during the critical morning and evening peak hours and estimate the additional traffic that will be generated by the new proposed uses (video gaming and sale of packaged liquors). The traffic counts were performed on Thursday March 22, 2018 during the weekday morning (6:00 A.M. to 9:00 A.M.) and evening (3:00 P.M. to 7:00: P.M.) which are considered peak periods. The results of the traffic counts show that the weekday morning peak hour of traffic occurred from 7:30 A.M. to 8:30 A.M with 400 trips and the weekday evening peak hour of traffic occurred from 3:30 P.M. to 4:30 P.M with 324 trips. Approximately 97 to 98 % of the existing traffic generated by the fuel center were passenger vehicles. The fuel center generated between zero to three (3) single unit truck trips and between two (2) to eleven (11) articulated truck trips during the peak hours. Sales data for the week of March 12

through 16 showed that an average of 53 transactions per day occurred at the commercial fuel positions. The majority of the traffic, 88%, is traveling to and from the fuel center via Harlem Avenue. There is approximately 18-25 trips traveling from the west on 194th street and 24-25 trips from the west on 195th Street.

The proposed new uses for the subject parcel are estimated to result in an increase of 21 to 25 round trips during the weekday morning and evening peak hours, which averages to approximately one inbound trip every 2.5 to 3.0 minutes and one outbound trip every 2.5 to 3.0 minutes. The proposed additional amenities are projected to have a limited impact on the existing roadway system, particularly on the residential roads west of the fuel center.

PARKING

Mr. McEnery has agreed to have the parking monitored as part of the Annexation Agreement and if at any time there is a recognized shortage of parking, he will have additional parking spaces constructed. He also agreed to strip two (2) truck parking spaces at the west end of the property.

There are 52 parking spaces (including accessible spaces) on the subject parcel; 16 of these are located along the north side of the car wash and are equipped with vacuums. Although presumably these are for those customers wishing to take use of the free vacuums, there is no signage limiting parking to this use.

The Village Zoning ordinance provides some guidance for required parking for various uses however there is no specific reference for a convenience store associated with a gas station, a car wash or video gaming. Staff has used the closest similar use for determining required parking for these uses. The table below provides the number of required parking spaces.

	USE CLASSIFICATION	MIN PARKING PER CODE	DATA	TOTAL REQUIRED
Dunkin Donut w/drive thru	Eating or drinking place	1 space for each 3 seats plus 1 for each employee	7 people per largest shift. 8 seats provided	10 parking stalls
C-STORE (including packaged liquor)	Retail Store or Personal Service Establishment	1 space for each 150 sf of gross leasable floor area.	3570 SF	24 parking stalls
CAR WASH	Retail Store or Personal Service Establishment	1 space for each 150 sf of gross leasable floor area. If we just use employees this would be 3 at largest shift	4,584 SF This doesn't seem a like a good way measurement for this use for determining parking. Especially because the car wash is mostly automated	3 Parking Stalls
VIDEO GAMING	Our code does not address this use. It will be part of the C-Store use.	Could require that an additional 5 stalls be added in addition to the C-Store requirements	5 Video Gaming Machines	5 parking stalls
Total Parking Required Using Interpretation				42 stalls
Existing Parking				52 stalls
Extra parking				10 stalls

Parking requirements is an imperfect science. In a situation such as this there are opportunities for shared parking. Also the nature of the business results in high turnover with limited long stay parking needs outside of the employees. The proposed video gaming will result in longer stay parking needs. They will be limited to 5 gaming machines. There is a possibility of people waiting for gaming seats, but it is difficult to make assumptions regarding that use. Staff conducted their own parking study over the last 2 weeks at various times during the day and

evening. Below is the summary of parking at the subject site as well as a study of parking at the existing Lenny's on 191st Street which currently has video gaming and packaged liquor. Table 1 provides occupancy numbers for the 51 parking spaces at the Lenny's on Harlem from March 16 through March 29 between the hours of 7:25 AM and 9:30 PM. As the table indicates the greatest number of cars parked during that time was 18, leaving 33 spaces vacant at its highest occupancy. Although an informal study for a limited period it appears there is no parking shortage at this site.

Table 1		
3.16	Noon	12
3.19	10:00 AM	12
3.19	0:00	6
3.19	8:47 PM	13
3.2	8:02 AM	9
3.2	9:25 PM	11
3.20	10:00 AM	17
3.21	7:45 AM	13
3.21	10:00 AM	18
3.22	7:25 AM	15
3.22	8:34 PM	10
3.22	10:00 AM	14
3.23	7:50 AM	9
3.23	1:30 PM	17
3.26	8:00 AM	13
3.26	11:00 AM	16
3.27	11:20 AM	17
3.27	8:55 AM	11
3.27	6:50 PM	8
3.28	7:35 AM	11
3.28	5:52 PM	10
3.29	7:15 AM	16

Table 2 provides information on truck parking at the Lenny's on Harlem. The greatest number of trucks parked was 4 during this same time period.

Table 2					
# Trucks	Comment				
1	PARKED				
0					
2	1 GETTING GAS				
1	PARKED				
1	PERSON SITTING IN TRUCK				
2	GETTING GAS				
0					
2					
2	1 IDLING, 1 IN CAR AREA- COULDN'T HEAR IDLING AT HOUSE				
4	2 fueling , 1 waiting to fuel, 1 parked with person inside idling				
0					
2	fueling				
1	fueling				
2	fueling				

As a point of comparison staff also visited the Lenny's on 191st ; they have Video gaming and packaged liquor sales. They have 45 parking spots on site. Table 3 provides information on number of the parking stalls as well as number of video gaming seats occupied during this time period. This information can be used to project parking needs for the Lenny's on Harlem Avenue. The greatest number of seats is 20 which does not exceed the number of parking spaces on Harlem Avenue. The two sites are in relative proximity of each other therefore some assumptions might

be made as to whether some of the traffic/usage for gaming and packaged liquor may overlap. Although truck parking was not surveyed at the 191st site the Zoning Administrator who conducted the survey stated he did not ever see more than 2 trucks on site at any given time.

Table 3			
Day	Time	Parking Count in parking stalls only	Video gaming
3.16	10:30 AM		3
3.19	10:30AM	15	3
3.20	10:30 AM	20	5
3.21	10:30 AM	20	5
3.22	10:30 AM	14	2
3.23	10:30 AM	12	2
3.26	10:30 AM	13	5
3.27	8:15 AM	20	5
3.27	10:30 AM	12	1

WORKSHOP ISSUES

There were issues raised by the public at the Workshop meeting along with a submittal packet distributed to the Commissions by Linda Arnold, 7260 195th Street, Frankfort, IL (unincorporated Will County) which also raised some concerns by the residents in the area both within the Village of Tinley Park corporate boundaries and in unincorporated Will County. They are addressed below:

1. Public Safety- The residents recite some statistics obtained from a 2015 FOIA related to ALL gas, convenient store and liquor store businesses in the Village. Staff obtained the following statistics for incidences at the subject parcel since 2015:
 - a. 1-Accident
 - b. 1-theft of service (most likely gas)
 - c. 1-lockout,
 - d. 1-ambulance request
2. Property Values- Exhibit A illustrates that property values in the neighborhood and specifically for those homes immediately adjacent to the subject property. The recession impacted all housing valuations between the years 2010 and 2014. In 2015, Village-wide housing values began to increase. This was also the year that Lenny's was built. Looking at the spreadsheet, especially the home highlighted in green, there was comparable increases with other homes in the neighborhood. This increase continues through projections for 2017. **There was a question at the Public Hearing about why the projection for next year was not included for the rest of the Village. As explained by Staff at the meeting, this would have taken significant staff time to do and would not result in any further explanation of the trends that the spreadsheet was indicating. The actual percentage changes were fairly minor; it was the trend that was significant. This has been verified by our Village Treasure, Brad Bettenhausen who created the first spread sheet. Please see an email from Mr. Bettenhausen regarding any concerns raised at the meeting regarding the validity of his study.**
3. Service Station adjacency. Precedence of service stations adjacent to Single-family housing. - Of the 6 service stations there are no examples of adjacency to single family homes. There is one example (7601 W. 159th St.) which abuts a R-5 District (apartment building).
4. Packaged Liquor adjacency. Precedence of packaged liquor adjacent to Single-family housing - The table below lists several examples of establishments that sell package liquor with single family homes immediately adjacent. Lenny's truck canopy is approximately 138' to the home to the west; the C-store is approximately 210'. The bufferyard with the Lenny's property exceeds any of the bufferyards/screening

measures provided in these other situations that primarily use a 6' fence as the buffer. Exhibit B provides aerial graphics of some of the properties below.

PACKAGED LIQUOR SALES WITH ADJACENCY TO SINGLE FAMILY HOMES			
Name of Business	Address of Business	Zoning/ Use	Distance (Ft)+
Lenny's	19420 Harlem	R-2 /SF Home	138' to canopy/210'
CVS Pharmacy #3693	16701 S Harlem Ave	R-2/SF Home	73
Famous Xpress	16658 S Oak Park	R-6/SF Home	209
George's Wine & Spirits	7032 W 183rd St	R-3 /SF Home	200
The Corner Store	9410 179th St	R-3 /SF Home	100
Walgreens #09331	8400 W 171st St	R3 /SF Home	200
7-Eleven #33834B	17055 S Oak Park Ave	R4/SF Home	87

5. Video Gaming Adjacency. Precedence of video gaming abutting Single-family housing- The table below list several examples of video gaming immediately adjacent to single family homes. Distances between the home and the gaming establish is provided. Screening is provided with a 6' fence. Exhibit C provides aerial graphics of some of the properties below.

VIDEO GAMING WITH ADJACENCY TO SINGLE FAMILY HOMES					
Name of Business	Address of Business	# of Machines	Abutting Zoning	Abutting Use	Distance (FT) +
Lenny's	19420 Harlem	5	R-2	SF Home	138' to canopy/210'
Little Joe's Restaurant & Pizza	7976 167th St	3	B1 & R4	SF Home	152
The Station Pub	6657 W South St	5	R4	SF Home	156
Harald Viking Lodge #13	6730 175th St	3	DG & R-6	SF Home	67
Bamboo Garden	16733 S Oak Park	3	R-4	SF Home	141
Nick's BBQ at Tinley Park	16638 S Oak Park Ave	5	DC	SF Home	191

6. Package liquor sold at gas stations – The only service station that sells packaged liquor is the Circle K station at 8401 159th Street which resulted from an annexation
7. 24 hour video gaming- There are no 24 hour video gaming establishments in the Village. The video gaming licenses typically run tandem with the hours of the liquor license they are associated with.

STANDARDS FOR REZONING APPROVAL

While there are no specific standards listed in the Zoning Ordinance for Map Amendments (rezoning), Staff has provided these finding for the Commission to consider; these may be revised subsequent to testimony provided at the Public Hearing.

- Existing uses of property are consistent within the general area of the property in question;
The properties with frontage on Harlem Avenue are predominately commercial uses. The property is classified as Commercial in the Comprehensive Plan and is typical along a major arterial such as Harlem Avenue. The east side of Harlem Avenue is predominately undeveloped.
- The zoning classification of property is consistent within the general area of the property in question;
The subject property is currently unincorporated and zoned C-2 (Local Commercial) in Will County. There are single family residential uses to the west of the subject parcel; those in Tinley Park are zoned R-2, (Single Family Residential) those in Will County are zoned R-4 (Single Family Residential). To the north there is an office in Tinley Park zoned B-4 (Office and Service Business) and another office use zoned C-2 (Local Commercial) in Will County. To the south the property is all in Will County with a bank zoned C-2

(Local Commercial). There is B-3 zoning along the Harlem Avenue corridor north of the subject property leading to the I-80 intersection.

3. The suitability of the property in question is consistent with the uses permitted under the existing zoning classification;

*The property is situated along a major arterial Route (Harlem Avenue) just south of the I-80 Interstate. As the area continues to develop, the traffic along Harlem Avenue will increase making it an appropriate location for commercial uses. There is a large residential population to the west and south of this site making a convenience store a place for the residents to get their gas and other needs met. A special use is required for the service station and car wash. Through the Special Use process issues such as landscaping, traffic, **signs** and property value have been addressed.*

4. The trend of development, if any, in the general area of the property in question, including changes, if any, are inconsistent with its present zoning classification; and

The zoning in the County was also commercial. There are a few additional commercial uses south of the subject property ending at Vollmer Road. Further south and east is predominately undeveloped land and pockets of residential subdivisions. There doesn't appear to be much of any newer development happening south of the subject site at this time.

5. The change in zoning is in conformance with the comprehensive plan of the Village and its official map.

The Comprehensive Plan indicates Commercial uses in this area. Staff recommended a zoning of B-3 (General Business and Commercial) upon annexation with Special Use Permits for the Service Station and Car Wash. Even though a Service Station and Car Wash are permitted uses in the B-5 (Automotive Service District), there are other uses (auto repair, on-site repair, light equipment sales/rental, vehicle sales/rental) that are also permitted uses in the B-5 and special uses (Body Shop) that are not desirable uses in close proximity to residential uses.

SPECIAL USE

The Service Station and the Car Wash require a Special Use Permit as part of the B-3 zoning designation. Both are existing uses. The Service Station is a 24 hour operation; the Car Wash is open from 6:00 a.m. to 10:00 p.m. As part of the Annexation Agreement the Petitioner has agreed to post and enforce "no idling of trucks" along the access way at the west side of the property. **The Petitioner has also agreed to bring some of the signs into conformance with Village Code despite Code allowing the annexing of existing signs as legal non-conforming signs. The Applicant has also agreed to have the parking monitored as part of the Annexation Agreement.**

There are new uses proposed for the subject parcel that are not part of the Special Use review (sale of packaged liquor and video gaming) that are regulated either by the Village Liquor Code or the State of Illinois; both of which will be addressed as part of the annexation process. Even though these are not subject to a Special Use review they will impact the overall operation of the subject property and may impact *public health, safety, morals, comfort, or general welfare*. Through the analysis above regarding public safety, traffic, **signs**, parking, landscaping and precedence for similar adjacency within the community Staff has attempted to provide the Commission with a holistic review for the Special Uses under consideration as well as the new proposed uses.

STANDARDS FOR A SPECIAL USE

The Plan Commission is encouraged to consider these standards (listed below) when analyzing a Special Use request. Staff has provided these draft findings for the Commission to consider; these may be revised subsequent to testimony provided at the Public Hearing.

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

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
The Special Uses under review (Service Station and Car Wash) are existing uses. Comparisons have been provided regarding the existing buffer between the subject property and the adjacent home as well as a property value analysis which indicates that the existing uses have not resulted in decreased property value. A traffic study was conducted indicating current traffic volumes and a summary of police activity is provided for the existing condition. Regarding the addition of video gaming and packaged liquor sales which are under consideration as part of the annexation agreement, a traffic study estimates these new uses will produce less than 21 to 25 round trips during the weekday morning and evening peak hours. No additional buffer or screening is proposed as part of the Application.
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
The Special Uses under review (Service Station and Car Wash) are existing uses. A property value analysis was provided which indicates that the existing uses have not resulted in decreased property value. A bufferyard has been provided that exceeds Will County and Tinley Park requirements. Regarding the addition of video gaming and packaged liquor sales which are under consideration as part of the annexation agreement, a traffic study estimate these new uses will produce less than 21 to 25 round trips during the weekday morning and evening peak hours. No additional buffer or screening is proposed as part of the Application.
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
The Special Uses under review (Service Station and Car Wash) are existing uses and therefore have already impacted the normal and orderly development and improvement of surrounding property. Regarding the addition of video gaming and packaged liquor sales which are under consideration as part of the annexation agreement, most of the adjacent property is already developed with the exception of a parcel north of 194th Avenue. A traffic study estimates these new uses will produce less than 21 to 25 round trips during the weekday morning and evening peak hours. No additional buffer or screening is proposed as part of the Application.
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
The Special Uses under review (Service Station and Car Wash) are existing uses that have adequately functioned since 2015 with respect to utilities, access roads, drainage, and/or other necessary facilities. The addition of video gaming or sale of packaged liquors will have negligible impact on utilities, access roads, drainage, and/or other necessary facilities.
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
The Special Uses under review (Service Station and Car Wash) are existing uses that have adequately functioned since 2015. A traffic study estimates these new uses will produce less than 21 to 25 round trips during the weekday morning and evening peak hours.
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such

conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.

The annexation of the subject parcel will render the existing signs legal non-conforming. The Applicant has agreed to bring some of the existing signs into conformance with Village Code. All buildings will be brought into conformance with Village Code in accordance with a negotiated schedule outlined in the Annexation Agreement.

- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.

The annexation of the subject parcel is anticipated to bring in over \$400,000 in annual revenue to the Village of Tinley Park.

MOTION TO CONSIDER

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

Motion #1: ..."make a motion to recommend that the Village Board grant the Petitioner, Leonard McEnery, on behalf of Lenny's Food N Fuel Harlem Avenue, LLC, a rezoning (Map Amendment) of the property located at 19420 Harlem Avenue, upon annexation to B-3 (General Business and Commercial) and adopt Findings of Fact submitted by the Applicant and Findings of Fact proposed by Village Staff and the Plan Commission at this meeting."

Motion #2: ..."make a motion to recommend that the Village Board grant the Petitioner, Leonard McEnery, on behalf of Lenny's Food N Fuel Harlem Avenue, LLC, property located at 19420 Harlem Avenue, a Special use for a Service Station and adopt Findings of Fact submitted by the Applicant and Findings of Fact proposed by Village Staff and the Plan Commission at this meeting consistent with the submitted plans **with the following conditions:**

1. Bring the following signs into conformance with Village Sign Regulations:

	Sign Name	Deficiency	Mr. McEnery's Proposal
A.	C-Store east	3 signs over limit, 28 SF over allowance(not counting 39.6 SF of changeable copy)	Remove 2 wall signs ("No Cook County taxes" and second "Dunkin sign")
	C-Store north	Size is ok- changeable copy sign is prohibited	Agreed to remove changeable copy sign
	Car Wash -south	Size ok, 1 additional sign	Agreed to remove "Pet Wash" sign
C.	Remove any temporary signs or banners in exchange for keeping the manual changeable copy sign on the convenience store and the car wash monument sign.		

2. Stripe the truck parking spaces.

Motion #3: ..."make a motion to recommend that the Village Board grant the Petitioner, Leonard McEnery, on behalf of Lenny's Food N Fuel Harlem Avenue, LLC, property located at 19420 Harlem Avenue, a Special use for a Car Wash and adopt Findings of Fact submitted by the Applicant and Findings of Fact proposed by Village Staff and the Plan Commission at this meeting consistent with the submitted plans."

[with any conditions that the Plan Commission would like to recommend.]

LIST OF REVIEWED PLANS LENNY'S Food & Fuel

Submitted Sheet Name		Prepared By	Date On Sheet
A2.1	Floor Plan	ARSA	01/23/2015
A2.1	Roof Plan	ARSA	01/23/2015
A3.1	North and South Elevation	ARSA	01/23/2015
A3.1	East, West South Elevations	ARSA	01/23/201
L1.0	Landscape Plan	Upland	10/6/2017
L1.0	Car Wash Sign Landscape Plan	Upland	10/6/2017
L1.0	Car Wash Sign Landscape Plan	Upland	05/30/2017
C1	Cover Sheet	M Gin	4/25/2017
C2	Existing Condition & Demos	M Gin	4/25/2017
C3	Site Utility & Geometric Plan	M Gin	5/13/2017
C4	Grading Plan/Storm Water Pollution/Prevention Plan	M Gin	5/13/017
C5	Details Sheet	M Gin	5/13/2017
SA1.1	Site Plan	ARSA	06/08/2015
SA1.1	Site Plan Monument Sign	ARSA	10/31/2017
	Wall Marquee Sign	VAN	04/24/2014
	Car Wash Building Sign	VAN	07/17/2017
	Car Wash Building Sign	VAN	07/17/2017
	Channel Letters on Canopy	VAN	07/18/2017
	Pay Canopy W/Illum. Sign	VAN	07/18/2017
	Truck Canopy Signage	VAN	12/23/22014
	D/F Illum. Main ID Sign	VAN	05/24/2017
	Traffic Study	KLOA	03/29/2018

ARSA – Alan R. Schneider Architecture

M GIN – M Gingerich Gereaux

UPLAND – Upland Design Ltd

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2018-O-039

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO ALLOW FOR THE
CONSTRUCTION OF A ONE-BEDROOM RESIDENTIAL UNIT ABOVE
COMMERCIAL SPACE IN THE B-3 (GENERAL BUSINESS AND COMMERCIAL
ZONING DISTRICT) LOCATED AT 6787 WEST 158TH STREET (HAITHAM ABUZIR)**

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

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2018-O-039

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO ALLOW FOR THE
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ZONING DISTRICT) LOCATED AT 6787 WEST 158TH STREET (HAITHAM ABUZIR)**

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, a petition for the granting of a Special Use Permit to allow for the construction of a one-bedroom residential unit above a commercial space has been filed by Haitham Abuzir ("Petitioner") with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and has been processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, said Plan Commission held a public hearing on the question of whether the Special Use Permit should be granted on July 5, 2018, at the Village Hall of this Village, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public hearing in the Daily Southtown, a newspaper of general circulation within the Village of Tinley Park; and

WHEREAS, the Plan Commission has filed its report of findings and recommendations regarding the Special Use Permit with this Village President and Board of Trustees, and this Board of Trustees has duly considered said report, findings, and recommendations; and

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

SECTION 1: That the report of findings and recommendations of the Plan Commission are herein incorporated by reference as the findings of this President and the Board of Trustees, as complete as if fully set forth herein at length. This Board finds that the Petitioner has provided evidence establishing that he has met the standards for granting a Special Use Permit as set forth in Section

X.J.5 of the Zoning Ordinance and the proposed granting of a Special Use Permit as set forth herein are in the public good and in the best interest of the Village and its residents and is consistent with and fosters the purpose and spirit of the Tinley Park Zoning Ordinance.

SECTION 2: The Special Use Permit set forth herein below shall be applicable to the following described property:

LEGAL DESCRIPTION:

PARCEL 1: THE NORTH 208 FEET OF THE EAST 72 FEET OF THE WEST 300 FEET AND THE NORTH 172 FEET OF THE EAST 177 FEET OF THE WEST 228 FEET (EXCEPTING THEREFROM THAT PART TAKEN BY THE STATE OF ILLINOIS FOR HIGHWAY PRUPOSES) ALL IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER THE SOUTH 18 FEET OF THE NORTH 190 FEET OF THE EAST 45 FEET OF THE WEST 96 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 19, AFORESAID AS CREATED BY INSTRUMENT RECORDED JULY 13, 1989 AS DOCUMENT NUMBER 89318211.

PIN #: 28-19-200-021-0000

Commonly known as: 6787 W. 159th Street, Tinley Park, Illinois

SECTION 3: That the Special Use Permit for the property described above is hereby granted to allow for the construction of a one-bedroom residential unit above a commercial space at 6787 West 159th Street subject to the following conditions:

1. The applicant provide evidence to staff that they have submitted their plans to IDOT for the proposed changes to the curb cut on 159th Street no later than July 30, 2018.
2. Revise Phase 1 plans to include the following improvements:
 - a. Show curbed Landscape islands to be installed at the end of each drive-aisle as recommended by staff.
 - b. Remove the existing asphalt parking stalls on the north side of the building adjacent to 159th Street and landscape.
3. Provide a landscape plan that identifies all the plant material on it to be reviewed and approved by staff.
4. Revise Phase 2 Plans to reflect the changes to the parking lot layout and improvements shown in the updated Phase 1 plans.

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 17th day of July 2018.

AYES:

NAYS:

ABSENT:

APPROVED THIS 17th day of July 2018.

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK



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

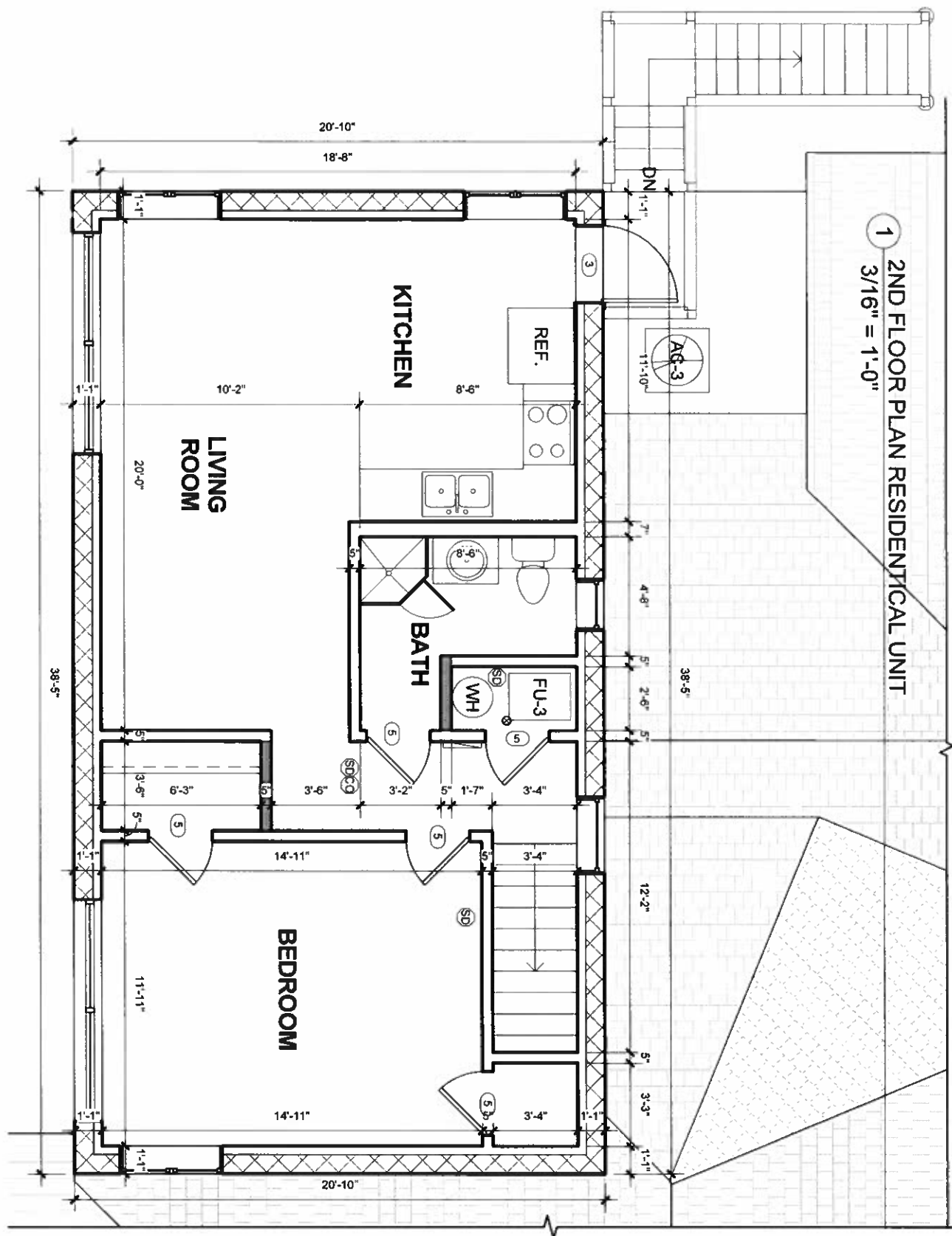
CERTIFICATE

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. 2018-O-039, "AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO ALLOW FOR THE CONSTRUCTION OF A ONE-BEDROOM RESIDENTIAL UNIT ABOVE COMMERCIAL SPACE IN THE B-3 (GENERAL BUSINESS AND COMMERCIAL ZONING DISTRICT) LOCATED AT 6787 WEST 158TH STREET (HAITHAM ABUZIR)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on July 17, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of July, 2018.

KRISTIN A. THIRION, VILLAGE CLERK

TINLEY PARK, IL 60447



COPYRIGHT BAL DESIGN & DEVELOPMENT

REMODEL OF EXISTING MULTI USE BUILDING

Exp: 11/2018



BAU
Design & Development

1302 South 5th Avenue
Des Plaines, IL 60018

Phone: (224) 388-8914

Email: archdb26@gmail.com

SHEET NO.

SITE PLAN

EXISTING MULTI USE BUILDING

#6787

OAK PARK AVE

REMODEL OF EXISTING MULTI USE BUILDING
6787 159TH STREET
TINLEY PARK, IL 60477

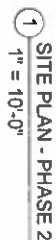
BAU
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1302 South 5th Avenue
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Phone: (224) 385-6914
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Design & Development

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A101

BAU
Design & Development

1302 South 5th Avenue
Des Plaines, IL 60018
Phone: (773) 366-8014
Email: arndt@b2b.com

July 05, 2018

Petitioner

Haitham Abuzir,
Jackson Hewitt

Property Location

6787 W. 159th Street

PIN

28-19-200-021-0000

Zoning

B-3

Approvals Sought

Site Plan Approval
Special Use Permit
Variance

Project Planner

Kimberly Clarke
Planning Manager

HAITHAM ABUZIR

6787 W. 159th Street

**EXECUTIVE SUMMARY**

Consider granting Site Plan approval and consider a request for a Special Use Permit from the Petitioner, Haitham Abuzir, to construct a residential apartment on the second floor in the B-3 Zoning District with the common address of 6787 W. 159th Street.

Additionally, the following Variations are requested:

1. Section V.C.2- To reduce the minimum useable floor area per dwelling by 82 square-feet to permit the construction of a one bedroom apartment that is less than the required 800 square feet to 718 square feet
2. Section VIII A.7 - To permit parking in a front yard along 159th Street and Oak Park Avenue.
3. Section VIII C.2- To reduce the required off-street parking area setback from the required five (5) feet to zero (0) for the parking lot along Oak Park Avenue and to reduce the required off-street parking area setback from the required five (5) feet to one (1) foot for the parking area along 159th Street.
4. Section VIII.A.10- To reduce the required off-street parking spaces by fourteen (14) stalls to permit a total of 29 parking stalls instead of the required 43 stalls.

EXISTING SITE & HISTORY

The building has historically been used for commercial purposes (Jardine's Restaurant, a cleaner's, a quilting/sewing store, and various offices for uses such as dentistry, accounting, and real estate), taking advantage of the high visibility at the intersection of two major commercial corridors (159th Street & Oak Park Avenue). As an older building with functional obsolescence and an awkward site plan, the property has experienced a high vacancy rate. This, coupled with declining maintenance and non-conformities, has decreased the financial viability for the property. In Cook County, there is a tax advantage for mixed-use developments. The Applicant is requesting a Special Use Permit to allow for the construction of a residential unit on the second floor in order to take advantage of a reduced tax rate of the property. This request was previously granted per Ordinance No. 2017-O-002 to the then owner, Mack Companies, who has since sold it to the petitioner Haitham Abuzir. Special Uses do not run with the land, so the new owner is required to come before the Plan Commission and Village Board to request a new Special Use.



The property consists of a single parcel of 0.69 acres in area with an existing commercial/office building. This property is known as "High Pointe Centre" due to the higher elevation near the intersection of 159th Street and Oak Park Avenue. The existing building includes commercial/office tenant space on the first floor and basement. A small portion of the northeast corner of the building includes a second floor, which is where the Applicant proposes to create a one-bedroom residential unit.

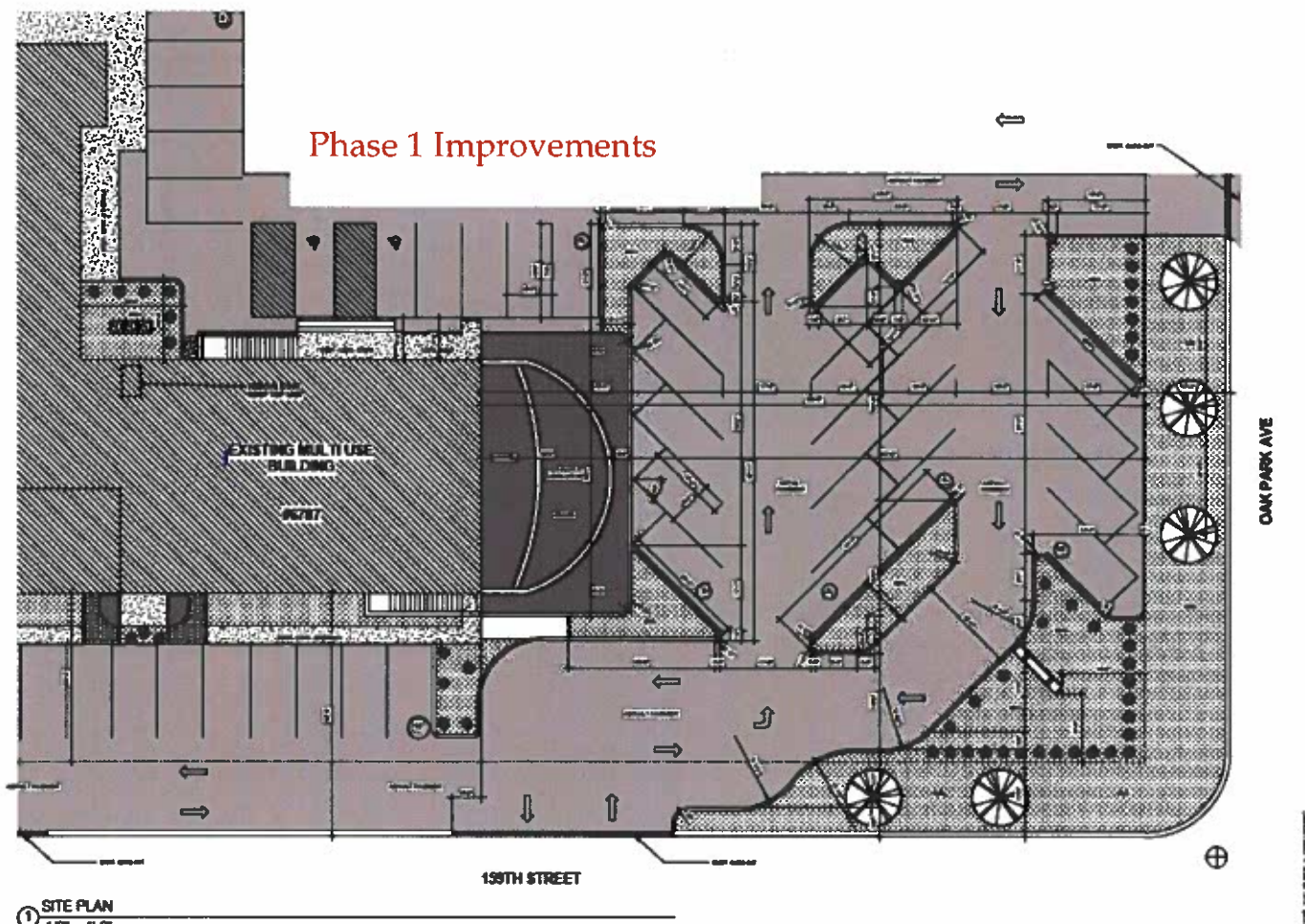
ZONING & NEARBY LAND USES

The zoning of the site at 6787 159th Street (highlighted in orange) is B-3 (General Business and Commercial). The site is bordered by other commercial uses on the north, west, and south sides and Forest Preserve on the east side. Adjacent commercial uses include Menard's, Brown's Chicken, Delta Sonic, Aurelio's Pizza, and a Shell gas station. Staff also notes that this property is adjacent to unincorporated properties to the east and Oak Forest to the north.



SITE PLAN

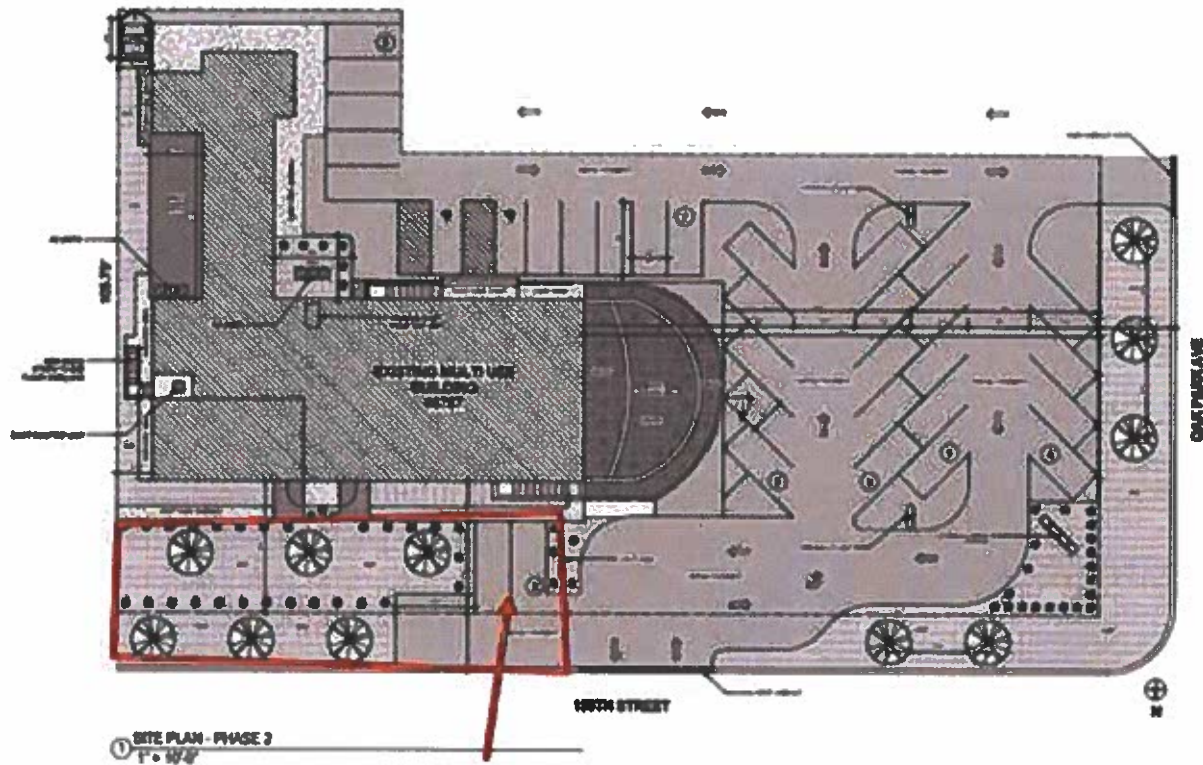
The Petitioner desires to approach the site plan improvements (parking lot and landscaping) in two (2) phases due to the timing of relocating the business's headquarters to this location and getting IDOT approval for work proposed in their R.O.W. The current parking lot configuration is considered nonconforming in regards to the parking lot setbacks and landscaping requirements. The parking in front of the building along 159th Street encroaches within the State's R.O.W. and cannot continue unless the owner gets a permit from the Illinois Department of Transportation. The parking stalls along Oak Park Avenue are required to be setback a minimum of five (5) feet. The Phase 1 improvements, as shown below, propose maintaining the nonconforming parking stalls and drive aisle in front of the building along 159th Street. The remaining portion of the parking lot will be restriped and the petitioner has agreed to install landscape islands to better define traffic lanes.



Open Item #1: Revise phase 1 parking lot improvements to include the removal of the existing parking stalls along 159th Street as shown on Phase 2 Plans. Plans should be revised prior to Village Board approval.

The Phase 2 improvements (shown below in red) remove the parking and drive aisle along 159th street and replace with sod and plantings. As stated earlier, the Petitioner has agreed to remove the existing parking stalls along 159th

Street in Phase 1 instead of Phase 2. The owner proposes maintaining two (2) parking stalls on the north side of the building for the apartment use. This phase is subject to IDOT approval. Staff has advised the applicant they do not believe IDOT will allow the property to continue to use their R.O.W. as shown. It should be noted the curb cut on 159th Street will be restricted to 30 feet in width. The plans show a curb cut of 33 feet and will need to be revised.



Parking needs IDOT approval

Open Item #2: *The applicant needs to submit plans to IDOT for approval for the phase 2 plans as shown. The approval of Phase 2 Site Plan is conditional on IDOT Approval. If IDOT does not permit the parking stalls as shown, the applicant will be required to landscape the area.*

PARKING

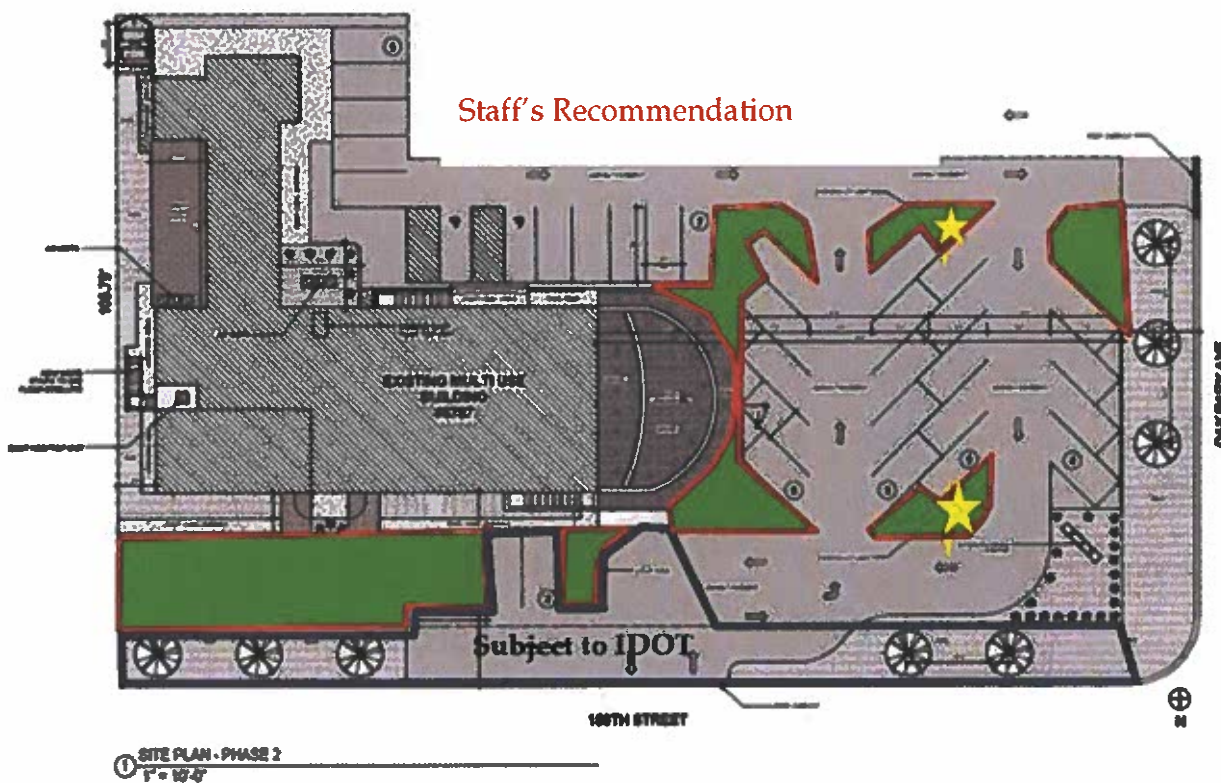
The site originally had forty-one (41) parking spaces, eleven (11) of which are located at the front (north side) of the building. Staff researched the requirements for parking for the site within Section VIII.A.10. of the Zoning Ordinance and found that the parking regulations require two and one-half (2.5) parking spaces per dwelling unit. The proposed uses for the first floor and basement will be for professional offices. The parking requirements for a business/professional office is one (1) parking space per two hundred fifty (250) square feet of floor space.

Per the floor plans provided to the building department, the tenant space on the first floor and basement is 9,794 square feet. Per the parking calculations for a dwelling and the office space available, the site requires forty-three (43) parking spaces $((9,794 / 250) + (2.5 \text{ spaces/du}) = 43)$; therefore the parking as shown in phase 1 meets the required parking. However, in phase 2 there will be a loss of 12-14 parking stalls giving the site a total of 29-31 available parking stalls. It should be noted the Petitioner has a private shared parking agreement with the property owner to the south (Aurelio's Pizzeria) and typically has different peak hours at the Petitioner's proposed businesses.

LANDSCAPE

Staff encourages the Plan Commission to decrease the number of nonconformities on the site where it is economically feasible. This includes encouraging the property owner to bring the landscaping into compliance.

The site lacks front bufferyard landscaping along the west (Oak Park Avenue) and north (159th Street) side of the site. Since the lot is adjacent to another parking lot on the south side, a bufferyard is not required. The Forest Preserve borders the east side of the site. Staff notes that the foundation landscaping is minimal along the west and north sides. The owner has installed a brick paver patio on the east side of the building and has started planting the foundation plantings. Since this site will not be redeveloped anytime soon, this is the Village's only chance to improve the landscaping on the site. The use of landscape islands will define the pavement and parking stalls as well as guide cars as they drive through the lot. The owner has installed two light poles in the parking lot of which their bases can also be protected by the installation of landscape islands. The Petitioner agreed to incorporate staff's recommendation (shown below) to install landscape islands and has provided an updated Phase 1 plan, although has still not shown the removal of the front yard parking along 159th Street.



Open Item #3: Revise the landscape plan that includes:

- a. A landscape plan that identifies the proposed plants being installed.
- b. Provide landscaping around the base of the monument sign per code.
- c. Incorporate a minimum of 1 shade tree in each of the proposed landscape islands and one (1) shrub per 200 sq. ft. of island green area.
- d. In general plantings of shrubs and trees should be in groupings of 3-5. Landscaping should be designed to be natural looking while having proportion, balance, unity, variety of species, and variety of color throughout the seasons. It appears the proposed landscape plan only recommends one type of plant material along Oak Park Avenue.

Open Item #4: If IDOT does not permit the proposed parking stalls in phase 2 along 159th Street, a revised landscaping plan will need to be submitted to staff for review showing this area being landscaped.

ARCHITECTURE

The petitioner has started modifications to the existing façade of the building. The roof was replaced, the dormers have been covered, the front entrance off of 159th Street has been modified and the exterior has been painted. Staff suggested the incorporation of an awning on the front façade along 159th Street to give the building more of a commercial look to it. The Petitioner stated he may incorporate a wall sign in the area facing 159th Street.

Before - 2016:



Current - 5.31.18:



SIGNAGE

The Petitioner took down the existing nonconforming pole sign (picture to right) and has started construction on a new ten (10) foot high ground base sign that conforms to our current sign regulations.



LIGHTING

The Applicant has installed two (2) new parking lot lights in the west parking lot.

Open Item #5: Provide staff with a photometric plan and cut sheets of proposed light fixtures.

ABOUT THE SPECIAL APPROVALS NEEDED (SPECIAL USE, VARIATIONS)

Section V.B. Schedule I- Requires a residence, when located above or to the rear of a principal use in the B-3 District to be permitted by a Special Use Permit. ***A Special Use Permit is being requested to permit the construction of a residential dwelling unit on the 2nd floor in the B-3 Zoning District.***

Section V.C.2- To reduce the minimum useable floor area per dwelling by 82 square-feet to permit the construction of a one bedroom apartment that is less than the required 800 square feet to 718 square feet. ***A Variation is being requested to allow the one-bedroom apartment to be less than the minimum 800 Sq. Ft.***

Section VIII A.7 - To permit parking in a front yard along 159th Street and Oak Park Avenue. ***A Variation is being requested to maintain the existing parking lot within the front yard along Oak Park Avenue and 159th Street.***

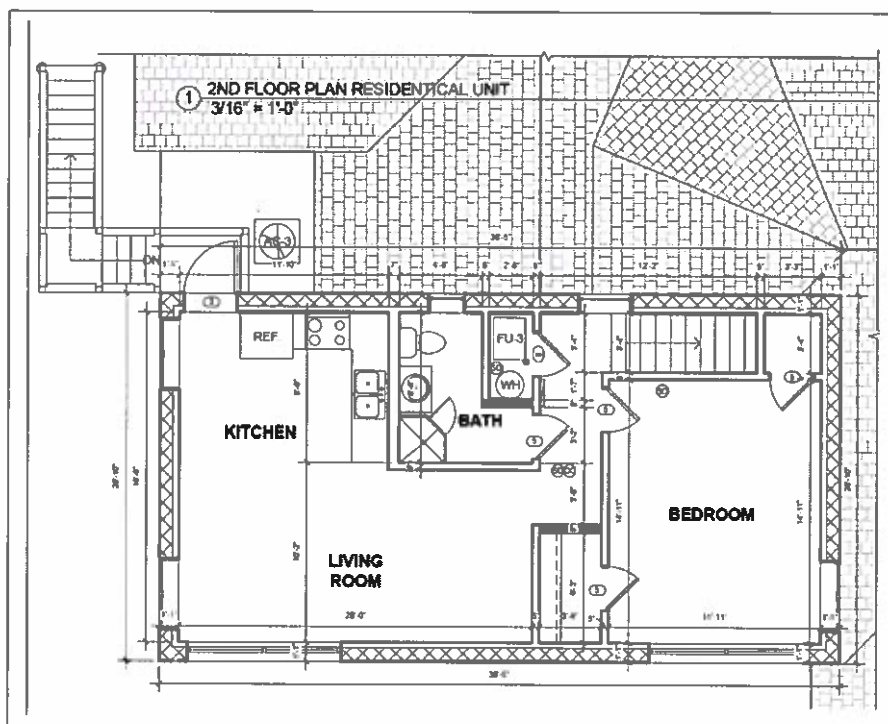
Section VIII C.2- To reduce the required off-street parking area setback from the required five (5) feet to zero (0) for the parking lot along Oak Park Avenue and to reduce the required off-street parking area setback from the required five (5) feet to one (1) foot for the parking area along 159th Street. ***A Variation of five (5) feet from the required off-street parking area setback is being requested for the parking lot along Oak Park Avenue and a Variation of one (1) foot from the required off-street parking area setback to permit two (2) parking stalls along 159th Street.***

Section VIII.A.10- To reduce the required off-street parking spaces by fourteen (14) parking stalls to permit a total of 29 parking stalls instead of the required 43 parking stalls. ***A Variation is being requested to reduce the required number of parking stalls by fourteen (14).***

PROPOSED USE

The Applicant's business, Jackson Hewitt, will occupy approximately 4,115 SF of the first floor and will have ten (10) employees working at this location. There is a second tenant space on the first floor comprised of 1,271 SF that will be occupied by a State Farm agent. The remaining office space of 2,494 SF is located in the basement of the building which does not have a tenant lined up as of date.

A residential unit located above or behind a principal use in B-1, B-2, or B-3 Zoning Districts requires a Special Use Permit (SUP). The Applicant proposes to remodel the existing second floor of the building into a one-bedroom, 718 square foot residential unit. Staff notes that Section V.C.2. of the Zoning Ordinance stipulates that a one-bedroom residential unit is required to be a minimum of 800 square feet. The proposed plans (see below) indicate one (1) bedroom, one (1) bathroom, a storage room, and a combination kitchen/living/room. The owner and previous owner have expressed a need to incorporate a residential unit on the second floor to help offset the property taxes on the building in order for this property to remain viable. Access to the 2nd floor apartment will be from the entryway off of 159th Street. Inside of the foyer there is a staircase leading to the 2nd floor. There will be a new staircase constructed on the east side of the building from the 2nd floor dwelling unit to provide an emergency exit out of the dwelling unit.



Since the applicant is proposing site improvements that are contingent on IDOT approval, it should be a recommendation that the Special Use Permit and Variations are contingent on the application getting IDOT's approval.

Open Items #6 The Special Use and Variations requested will be contingent on the applicant getting IDOT approval for the improvements along 159th Street. No building nor occupancy permit will be issued for the 2nd floor apartment until such improvements are approved.

SUMMARY OF OPEN ITEMS

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

Open Item #1: Revise the Phase 1 Site Plan parking lot improvements to include the removal of the existing parking stall on private property along 159th Street as shown on Phase 2 plans. Plans should be revised prior to Village Board approval.

Open Item #2: The applicant needs to submit plans to IDOT for approval for the phase 2 plans as shown. The approval of Phase 2 Site Plan is conditional on IDOT Approval. If IDOT does not permit the parking stalls as shown, the applicant will be required to landscape the area.

Open Item #3: Revise the landscape plan to include::

- a. A landscape plan that identifies the proposed plants being installed.
- b. Landscaping around the base of the monument sign per code.
- c. Incorporate a minimum of 1 shade tree in each of the proposed landscape islands and one (1) shrub per 200 sq. ft. of island green area.
- d. Revise landscaping plan to provide for trees and shrubs in groupings of 3-5. Landscaping should be designed to be natural looking while having proportion, balance, unity, variety of species, and variety of color throughout the seasons. It appears the proposed landscape plan only recommends one type of plant material along Oak Park Avenue in a strict linear layout.

Open Item #4: If IDOT does not permit the proposed parking stalls in phase 2 along 159th Street, a revised landscaping plan will need to be submitted to staff for review showing this area being landscaped.

Open Item #5: Provide staff with a photometric plan and cut sheets of proposed light fixtures.

Open Items #6 The Special Use and Variations requested will be contingent on the applicant getting IDOT approval for the improvements along 159th Street. No building nor occupancy permit will be issued for the 2nd floor apartment until such improvements are approved.

STANDARDS FOR A SITE PLAN APPROVAL

Section III.T.2. of the Zoning Ordinance requires that Planning Staff must find that the conditions listed below must be met.

- a. That the proposed Use is a Permitted Use in the district in which the property is located.
 - *An office use is permitted in the B-3 Zoning District. Moving the applicant's headquarters to this location will bring new life to highly visible corner that has been vacant for some time.*
- b. That the proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses.
 - *The proposed landscaping improvements will improve the overall aesthetics of the area and reduce the number of nonconformities that currently exist on the site due to the lack of parking lot landscaping.*
- 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.
 - *With the incorporation of landscaped medians, vehicles will be better guided through the parking lot safely. The reduction of the large access drive off of 159th Street will reduce congestion onto IDOT's R.O.W.*
- d. That the Site Plan provides for the safe movement of pedestrians within the site.
 - *The improved parking lot improvements will enhance the pedestrians' ability to safely access the parking lot and building.*
- 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.
 - *The applicant is adding additional perimeter and foundation landscaping on the property to meet the landscaping codes.*
- f. That all outdoor trash storage areas are adequately screened.
 - *There is an existing screened trash enclosure on the east side of the property adjacent to the forest preserve.*

STANDARDS FOR A SPECIAL USE

Section X.J.5. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission. The Plan Commission is encouraged to consider these standards (listed below) when analyzing a Special Use request.

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

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
 - *The proposed one-bedroom, 718 square foot residential unit on the second floor will be constructed in compliance with Village codes.*
 - *The occupant of the proposed residential unit has access to adequate parking within the property.*
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
 - *The proposed residential unit accounts for a small portion of the existing building. Additionally, it is located on a different floor from the commercial uses in the building.*
 - *The property has had high vacancies; the occupation of the second floor will improve the cash flow and profitability of the property.*
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
 - *Adjacent properties are developed. The interior remodel of the entire building and exterior improvements to the property per the current owner may provide for increased occupancy in the building.*
 - *The required landscape improvements will improve the aesthetics of the property.*
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
 - *The existing site provides adequate access, drainage, and necessary facilities.*
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
 - *The existing site allows for ingress and egress to and from 159th Street and Oak Park Avenue, as well as a through an adjacent parking lot to the south. However, the improvements to the parking lot with the incorporation of curbed landscape islands and the reduction in the curb cut on 159th Street will further improve traffic congestion on and off the site.*
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.
 - *The proposed residential unit will conform to the Village's regulations within the Zoning Ordinance and Building Codes.*
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.

- *The completion of the Special Use conditions will increase the likelihood of occupancy of the currently vacant tenant spaces and improve the overall aesthetics of the property on this highly visible intersection of two commercial corridors.*

It is also important to recognize that a Special Use Permit does not run with the land and instead the Special Use Permit is tied to the Petitioner. This is different from a process such as a variance, since a variance will forever apply to the property to which it is granted. Staff encourages the Plan Commission to refer to Section X.J.6. to examine the conditions where a Special Use Permit will expire.

STANDARDS FOR A VARIATION

Section X.G.4. of the Zoning Ordinance states the Plan Commission shall not recommend a Variation of the regulations of the Zoning Ordinance unless it shall have made Findings of Fact, based upon the evidence presented for each of the Standards for Variations listed below. The Plan Commission must provide findings for the first three standards; the remaining standards are provided to help the Plan Commission further analyze the request. Staff will prepare draft responses for the Findings of Fact within the next Staff Report.

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
 - *If the Variations are not granted for the parking lot setback then additional parking variances will be needed making it difficult to support the businesses that will occupy the building.*
 - *The building and lot locations are fixed and cannot be modified to meet all the landscaping requirements.*
 - *The 2nd floor could still be utilized as an office space if the variation to grant the reduction in the apartment size was not granted.*
2. The plight of the owner is due to unique circumstances.
 - *The variation for the landscaping and parking is needed due to the existing footprint of the building which is fixed and the amount of space available to designate for parking. The owner purchased the property with the existing nonconforming parking. He is trying within the constraints of the site to incorporate as much landscaping as possible with little impact to the number of parking stalls needed.*
3. The Variation, if granted, will not alter the essential character of the locality.
 - *The parking variation is needed in order to remove parking along 159th Street that does not meet code requirements. The replacement of those stalls will be an improvement to the corridor with the incorporation of more landscaping.*
 - *Maintaining the existing parking lot setback from Oak Park Avenue will not alter the character of the locality as it has been existence all of this time. The owner will be improving the interior parking lot landscaping which currently has none.*
 - *The variation to grant an apartment that is less than 800 sq. ft. will not alter the character of the area. The space is already existing.*
4. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:
 - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
 - i. *The property is a corner lot at a major intersection that is regulated by IDOT. To the west is land controlled by the Cook County Forest Preserve District. Requiring additional landscape buffer along Oak Park Avenue would only further reduce the required number of parking stalls.*
 - ii. *The reduction in parking stalls is needed in order to remove the parking stalls that do not meet code and encroach within the IDOT R.O.W.*
 - iii. *The incorporation of the apartment with the reduced square footage will allow the owner to receive some tax breaks in order to make this a viable business location.*

- b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
 - i. *This property has its own unique issues with the way the existing lot was subdivided and the placement of the building when it was constructed years ago.*
- c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
 - i. *The applicant recognizes he needs to bring the parking lot up to the Village's Landscaping requirements as much as possible. He is limited in how much he can add without further reducing the parking requirements.*
- d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
 - i. *The previous owner established parking that did not meet code along 159th Street.*
- e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
 - i. *Reducing the square footage of the apartment will not be detrimental to the public welfare or injurious to other property. It will be built per the Village's building codes.*
 - ii. *The parking lot has existed along Oak Park Avenue without the required setback for years and it does not appear to have impacted the neighborhood. The proposed improvements the applicant is willing to do will further improve the quality of the area.*
 - iii. *The variation to permit the parking stalls along 159th Street will be subject to IDOT approval. If not approved, the applicant will be required to remove the stalls and replace with landscaping.*
- f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.
 - i. *The parking lot improvements and reduction in the curb cuts along 159th Street will reduce congestion.*
 - ii. *The variation in the size of the apartment will not impact the adjacent properties. The apartment will meet all building code requirements and the property owner is providing the required number of parking stalls for the future tenant.*

APPROPRIATE MOTION

If the Plan Commission wishes to make a motion, the following motion is **written in the affirmative** for the Commission's consideration:

Motion #1: "Motion to grant the Petitioner, Haitham Abuzir., located at 6787 W. 159th Street, Site Plan Approval in accordance with the plans submitted and listed herein with the following conditions:

1. Phase 1 plans shall include the following improvements:
 - i. Installation of curbed landscape islands at the end of each drive-aisle as recommended by staff.
 - ii. Removal of the existing asphalt parking stalls on private property on the north side of the building adjacent to 159th Street and replace with landscaping.
2. Provide a revised landscape plan that includes:
 - i. A plan that identifies the proposed plants being installed.
 - ii. Landscaping around the base of the monument sign that meets code.
 - iii. Incorporate a minimum of 1 shade tree in each of the proposed landscape islands and one (1) shrub per 200 sq. ft. of island green area.
 - iv. In general plantings of shrubs and trees should be in groupings of 3-5. Landscaping should be designed to be natural looking while having proportion, balance, unity, variety of species, and variety of color throughout the seasons. It appears the proposed landscape plan only recommends one type of plant material. The proposed spacing of the plantings only serves to increase this formal/rigid character.
3. The approval of Phase 2 Site Plan is conditional on IDOT approval. If IDOT does not permit the access and parking stalls as shown, the applicant will be required to submit a revised landscape plan for staff to review.

Motion #2: "Motion to consider recommending that the Village Board grant the Petitioner, Haitham Abuzir, a Special Use Permit to allow for one-bedroom residence located above a principal use at 6787 159th Street in the B-3 (General Business and Commercial) Zoning District with the following conditions":

1. The Special Use Permit requested will be contingent on the applicant getting IDOT approval for the improvements along 159th Street. No building nor occupancy permit will be issued for the 2nd floor apartment until such improvements are approved.
2. The applicant provide evidence to staff that they have submitted their plans to IDOT for the proposed changes to the curb cut on 159th Street no later than July 30th, 2018.
3. Phase 1 plans shall include the following improvements:
 - a. Installation of curbed landscape islands at the end of each drive-aisle as recommended by staff.
 - b. Removal of the existing asphalt parking stalls on private property on the north side of the building adjacent to 159th Street and replace with landscaping.
4. *[any other conditions that the Plan Commission would like to recommend.]*

Motion #3: “A motion to consider recommending that the Village Board grant the Petitioner, Haitham Abuzir, the following Variations at the property located at 6787 159th Street in the B-3 (General Business and Commercial) Zoning District.”

1. Section V.C.2- To reduce the minimum useable floor area per dwelling by 82 square-feet to permit the construction of a one bedroom apartment that is less than the required 800 square feet to 718 square feet.
2. Section III A.7 - To permit parking within a required front yard along 159th Street and Oak Park Avenue. The proposed parking stalls along 159th Street is subject to IDOT approval.
3. Section III C.2- To reduce the required off-street parking area setback from the required five (5) feet to zero (0) for the parking lot along Oak Park Avenue and to reduce the required off-street parking area setback from the required five (5) feet to one (1) foot for the parking area along 159th Street subject to IDOT approval.
4. Section VII.A.10- To reduce the required off-street parking spaces by fourteen stalls to permit a total of 29 parking stalls instead of the required 43 stalls.
5. All Variations will be subject to the applicant revising the phase 1 plans to incorporate the landscaping as recommended by staff in the parking lot.

LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
	Plat of Survey	RHG	9/07/17
A100	Phase 1 Site Plan Remodel of Existing Multi Use Building (revised 6.26.18)	BAU	5/22/18
A101	Phase 2 Site Plan Remodel of Existing Multi Use Building	BAU	5/22/18
A100-A102	Floor Plan Remodel of Existing Multi Use Building	BAU	6.14.18



VILLAGE OF TINLEY PARK
SPECIAL USE PERMIT APPLICATION



The undersigned hereby Petitions the Tinley Park Long Range Plan Commission and/or the Village Board to consider a Zoning Map Amendment and/or Special Use Permit as follows:

A. Petitioner Information:

Name: MIKE ABUZIR
Mailing Address: 17045 Windsor Ct
City, State, Zip: Homer Glen IL 60491
Phone Numbers: [REDACTED]
SAME (Evening)
SAME (Cell)
Email Address: habuzir@yahoo.com

The nature of Petitioner's interest in the property and/or relationship to the owner
(Applications submitted on behalf of the owner of record must be accompanied by a signed letter of authorization):

Owner Owned request

B. Property Information:

The identity of every owner and beneficiary of any land trust must be disclosed.

Property Owner(s): MIKE ABUZIR
Mailing Address: 17045 Windsor Ct
City, State, Zip: Homer Glen IL 60491

Property Address: 6787 W. 159th St
Permanent Index No. (PINs) 28-19-200-021-
Existing land use: Office Use
Lot dimensions and area: 100x21x234x150x72x36x177 (26,226 sqft)

C. Petition Information:

Present Zoning District: B3
Requested Zoning District: B3 with Special Use

Is a Special Use Permit being requested (including Planned Developments):

Yes ☒ No ☐

If yes, identify the proposed use: upper level Apartment in a commercial district

Will any variances be required from the terms of the Zoning Ordinance?

Yes ☒ No ☐

If yes, please explain (note that Variation application will be required to be submitted):

permit parking within required front yard.

The Applicant certifies that all of the above statements and other information submitted as part of this application are true and correct to the best of his or her knowledge.

[Signature]
Signature of Applicant

4/12/18
Date

FINDINGS OF FACT
SPECIAL USE PERMIT – (Including Planned Developments)
PURSUANT TO THE VILLAGE OF TINLEY PARK ZONING ORDINANCE

Section X.J. of the Village of Tinley Park Zoning Ordinance requires that no Special Use be recommended by the Plan Commission unless the Commission finds that all of the following statements, A-G listed below, are true and supported by facts. Petitioners must respond to and confirm each and every one of the following findings by providing the facts supporting such findings. The statements made on this sheet will be made part of the official public record and will be discussed in detail during the Plan Commission meetings and will be provided to any interested party requesting a copy.

Please provide factual evidence that the proposed Special Use meets the statements below and use as much space as needed to provide evidence.

- A. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.

Current Commercial building is built to code and any changes to the building will be permitted and will have sufficient parking, this request was also approved in a previous special use.

- B. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

The property East and partial south is a forest preserve and will not be developed and the property south of building is an Aurelio Plaza and the apartment will not effect the business of Aurelios.

- C. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

The addition to the apartment was an office space at one time and will in no way change anything.

- D. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided.

we will be using the current access and will be using the current utilities and drainage.

- E. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

we working to reduce the inprovement of parking on the north side of the building to remove asphalt and add soil.

- F. That the Special Use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.

We will meet all applicable regulations.

- G. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.

The apartment will give a housing opportunity and also will help with relieving the property taxes.

1/8" = 1'-0"

1/8" = 1'-0"

159TH STREET

OAK PARK AVE

REMODEL OF EXISTING MULTI USE BUILDING
6787 159TH STREET
TINLEY PARK, IL 60477

BAU
Design & Development

1302 South 5th Avenue
Des Plaines, IL 60018
Phone (224) 368-0814
Email arshob.25@gmail.com

A100

05-22-2016



この論文は、著者の博士論文の一部であり、その一部は、著者の博士論文の一部である。

VILLAGE OF TINLEY PARK
APPLICATION FOR ZONING ORDINANCE VARIANCE

The undersigned hereby Petitions the Village of Tinley Park Zoning Board of Appeals and/or Planning Commission to consider a Variation from the terms of the Zoning Ordinance as follows:

PETITIONER INFORMATION

Name: 159 Oak Park LLC / Mike Abuzn

Mailing Address: 6787 W. 159th St

City: Tinley Park State: IL Zip: 60477

Day Phone: [REDACTED] Evening Phone: SAME

Cell Phone: SAME Fax Number: [REDACTED]

Email Address: habuzn@yahoo.com

Nature of Petitioner's Interest in the property and/or relationship to the owner:
(Applications received on behalf of the owner of record must be accompanied by a signed letter of authorization).

PROPERTY INFORMATION

Street Address: 6787 W 159th St, Tinley Park IL 60477

Owners: 159 Oak Park LLC / Mike Abuzn

SPECIFIC TYPE OF VARIANCE REQUESTED (See Examples Below):

1 Apartment unit.

Examples of Specific Type of Variance Requested:

This refers to the exact number of feet, the exact dimensions of a structure, exact height/type of fence.
For example:

"A 15 foot Variance to the Front Yard Setback on the East side of the property to allow for a 6-foot tall cedar fence on this corner lot."

"A 180 square foot variance to the 720 square foot maximum allowable size of an accessory structure to allow for a 30 foot or 900 square foot garage on this residential property."

"A 10 foot variance to the 10 foot maximum allowable height for a sign to allow for a 20 foot high monument sign on this commercial property."



REASON THAT THE VARIANCE IS NEEDED: (See Examples below)

We would like to have the variance for a one unit apartment to give us a mixed use property that will help us lower the property taxes.

Examples of Reasons that the Variance is needed:

"We would like to extend our fence 15 feet toward the street from the front corner of the house so that we can enclose a pool, swing set, shed, landscaping, trees, side entrance, etc., and provide a safe area for our children to play"

"We would like to build an oversized garage on our property so that we may store our antique vehicle, snow mobiles, riding lawn mower, etc., inside, as well as our two other cars, which are currently parked in the driveway"

The Petitioner certifies that all of the above statements and other information submitted as part of this Application and Findings of Fact are true and correct to the best of his or her knowledge:

Signature: _____ Date: 6/12/18

Printed Name _____

OFFICE USE ONLY:

Current Zoning on Property _____ Present Use _____

Notes

[illegible]



FINDINGS OF FACT

ADDITIONAL INFORMATION TO BE PRESENTED TO SUPPORT A VARIATION REQUEST FROM THE TERMS OF THE VILLAGE OF TINLEY PARK ZONING ORDINANCE

Section X.G.1 of the Village of Tinley Park Zoning Ordinance requires that the Zoning Board of Appeals determine compliance with the following standards and criteria. In order for a variance to be approved, the Petitioner must respond to all the following questions with facts and information to support the requested Variation:

- A. Describe the difficulty that you have in conforming with the **current** regulations and restrictions relating to your property, and describe how this hardship is not caused by any persons presently having an interest in the property. (Please note that a mere inconvenience is insufficient to grant a Variation). For example, does the shape or size of the lot, slope, or the neighboring surroundings cause a severe problem in completing the project in conformance with the applicable Ordinance requirement?

There are no major obstacles to complete the remodel project at 6787 W. 159th St. The Apartment is necessary to help me reduce the property taxes. This building is mainly be occupied by me.

- B. Describe any difficulties or hardships that **current** zoning regulations and restrictions would have in decreasing your property value compared to neighboring properties.

If the property taxes continue to increase it will hurt the value of property.

- C. Describe how the above difficulty or hardship was created.

The Hardship was created by a deteriorated building and increase in property taxes.



FINDINGS OF FACT (CONTINUED)

- D. Describe the reasons this Variance request is unique to this property only and is not applicable, in general, to other properties within the same Zoning District.

This buildy fits well for a mixed use building .

- E. Explain how this Variance **would not** be regarded as an attempt at financial gain, but only because of personal necessity. For example, the intent of the Variance is to accommodate related living for an elderly relative as opposed to adding an additional income source.

The variance would help us have an apartment that can help.

- F. Describe how granting this Variance request will not be detrimental to the public welfare or injurious to other properties or improvements in the neighborhood in which the property is located: (Example: fencing will not obstruct view of automobile traffic).

This will not be detrimental to the community, it will also not effect any traffic or anyones well being..

- G. Explain how granting this Variance will not alter the essential character of the neighborhood or locality:

This will not Alter but only enhance the view of this property .

FINDINGS OF FACT (Continued)

H. Describe how the requested Variance will not:

1. Impair an adequate supply of light and air to adjacent properties.

No impairment of lighting will hurt any adjacent properties.

2. Substantially increase the congestion of the public streets.

No congestion of any streets will be effected by this.

3. Increase the danger of fire.

No danger of any fire.

4. Impair natural drainage or create drainage problems on adjacent property.

there will be no impairment of any drainage to the adjacent property.

5. Endanger the public safety.

No danger will come to the public.

6. Substantially diminish or impair property values within the neighborhood.

this will not diminish or impair any property in the neighborhood.




$$\underline{3/16" = 1'-0"}$$

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2018-O-040

**AN ORDINANCE GRANTING CERTAIN VARIATIONS TO ALLOW FOR THE
CONSTRUCTION OF A ONE-BEDROOM RESIDENTIAL UNIT ABOVE
COMMERCIAL SPACE IN THE B-3 (GENERAL BUSINESS AND COMMERCIAL
ZONING DISTRICT) LOCATED AT 6787 WEST 158TH STREET (HAITHAM ABUZIR)**

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

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2018-O-040

**AN ORDINANCE GRANTING CERTAIN VARIATIONS TO ALLOW FOR THE
CONSTRUCTION OF A ONE-BEDROOM RESIDENTIAL UNIT ABOVE
COMMERCIAL SPACE IN THE B-3 (GENERAL BUSINESS AND COMMERCIAL
ZONING DISTRICT) LOCATED AT 6787 WEST 158TH STREET (HAITHAM ABUZIR)**

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, a petition for the granting of certain Variations to allow for the construction of a one-bedroom residential unit above a commercial space has been filed by Haitham Abuzir ("Petitioner") with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and has been processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, said Plan Commission held a public hearing on the question of whether the Variations should be granted on July 5, 2018, at the Village Hall of this Village, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public hearing in the Daily Southtown, a newspaper of general circulation within the Village of Tinley Park; and

WHEREAS, the Plan Commission has filed its report of findings and recommendations regarding the Variations with this Village President and Board of Trustees, and this Board of Trustees has duly considered said report, findings, and recommendations; and

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

SECTION 1: That the report of findings and recommendations of the Plan Commission are herein incorporated by reference as the findings of this President and the Board of Trustees, as complete as if fully set forth herein at length. This Board finds that the Petitioner has provided evidence establishing that he has met the standards for granting the Variations as set forth in Section X.G.4 of the Zoning Ordinance and the proposed granting of the Variations as set forth herein are in the

public good and in the best interest of the Village and its residents and is consistent with and fosters the purpose and spirit of the Tinley Park Zoning Ordinance.

SECTION 2: The Variations set forth herein below shall be applicable to the following described property:

LEGAL DESCRIPTION:

PARCEL 1: THE NORTH 208 FEET OF THE EAST 72 FEET OF THE WEST 300 FEET AND THE NORTH 172 FEET OF THE EAST 177 FEET OF THE WEST 228 FEET (EXCEPTING THEREFROM THAT PART TAKEN BY THE STATE OF ILLINOIS FOR HIGHWAY PRUPOSES) ALL IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER THE SOUTH 18 FEET OF THE NORTH 190 FEET OF THE EAST 45 FEET OF THE WEST 96 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 19, AFORESAID AS CREATED BY INSTRUMENT RECORDED JULY 13, 1989 AS DOCUMENT NUMBER 89318211.

PIN #: 28-19-200-021-0000

Commonly known as: 6787 W. 159th Street, Tinley Park, Illinois

SECTION 3: The following Variations are hereby granted to the Petitioner in a B-3 (General Business and Commercial Zoning District) at the above-mentioned Property:

1. A Variation from Section V.C.2 of the Zoning Ordinance reducing the minimum floor area per dwelling to permit a 718 square-foot one-bedroom, where the minimum requirement for a dwelling unit is 800 square-feet
2. A Variation from Section III.A.7 of the Zoning Ordinance to permit parking within a required front yard along 159th and Oak Park Avenue. The Proposed parking stalls along 159th Street are subject to Illinois Department of Transportation.
3. A Variation from Section III.C.2 of the Zoning Ordinance to reduce the required off-street parking area setback from the required five (5) feet to zero (0) feet for the parking lot along Oak Park Avenue and to reduce the required off-street parking area setback from the required five (5) feet to one (1) foot for the parking area along 159th Street subject to approval by the Illinois Department of Transportation.
4. A Variation from Section VII.A.10 of the Zoning Ordinance to reduce the required off-street parking spaces by fourteen (14) stalls to permit a total of twenty-nine (29) parking stalls instead of the required forty-three (43) stalls located at the above-mentioned property.

All Variations will be subject to the Petitioner revising the Phase 1 plans to incorporate the landscaping in the parking lot as recommending by Plan Commission.

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 17th day of July 2018.

AYES:

NAYS:

ABSENT:

APPROVED THIS 17th day of July 2018.

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. 2018-O-040, "AN ORDINANCE GRANTING CERTAIN VARIATIONS TO ALLOW FOR THE CONSTRUCTION OF A ONE-BEDROOM RESIDENTIAL UNIT ABOVE COMMERCIAL SPACE IN THE B-3 (GENERAL BUSINESS AND COMMERCIAL ZONING DISTRICT) LOCATED AT 6787 WEST 158TH STREET (HAITHAM ABUZIR)" which was adopted by the President and Board of Trustees of the Village of Tinley Park on July 17, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of July, 2018.

KRISTIN A. THIRION, VILLAGE CLERK

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**ORDINANCE
NO. 2018-O-045**

**AN ORDINANCE GRANTING A VARIATION FROM THE PERMITTED
ENCORACHMENTS TO PERMIT A DECK AND FENCE TO ENCROACH
INTO THE SECONDARY FRONT YARD AT 7289 174TH PLACE
(STEPHANIE AND MATTHEW RUSSELL)**

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

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

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

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

ORDINANCE NO. 2018-O-045

**AN ORDINANCE GRANTING A VARIATION FROM THE PERMITTED
ENCROACHMENTS TO PERMIT A DECK AND FENCE TO ENCROACH
INTO THE SECONDARY FRONT YARD AT 7289 174TH PLACE
(STEPHANIE AND MATTHEW RUSSELL)**

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, a petition for the granting of Variations to allow a deck and fence to encroach into the secondary front yard has been filed by Stephanie and Matthew Russell ("Petitioners") with the Village Clerk of this Village and has been referred to the Zoning Board of Appeals ("ZBA") of the Village and has been processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, said ZBA held a public hearing on the question of whether the Variations should be granted on June 14, 2018, at the Village Hall of this Village, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public hearing in the Daily Southtown, a newspaper of general circulation within the Village of Tinley Park; and

WHEREAS, the ZBA has filed its report of findings and recommendations regarding the Variations with this Village President and Board of Trustees, and this Board of Trustees has duly considered said report, findings, and recommendations; and

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

SECTION 1: That the report of findings and recommendations of the ZBA are herein incorporated by reference, as complete as if fully set forth herein at length. This Board finds that the Petitioner has provided evidence establishing that he has met the standards for granting the Variations as set forth in Section X.G.6 of the Zoning Ordinance and the proposed granting of the Variations as set forth herein is in the public good and in the best interest of the Village and its

residents and is consistent with and fosters the purpose and spirit of the Tinley Park Zoning Ordinance.

SECTION 2: The Variation set forth herein below shall be applicable to the following described property:

LEGAL DESCRIPTION:

LOT 8 IN BLOCK 18 IN SUNDALE HILLS ADDITION TO TINLEY PARK IN SECTION 25, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN #: 27-25-418-008-0000

Commonly known as: 7289 174th Place, Tinley Park, Illinois

SECTION 3: The Village Board of Trustees of the Village of Tinley Park, in compliance with Section X.G.6. and Section X.G.7. of the Zoning Ordinance hereby reverses the recommendations of the ZBA and hereby approves said Variations as follows:

1. A Variation from Section III.H.1 of the Zoning Ordinance to permit a 335.5 square foot deck to encroach ten feet (10') into the required secondary front yard, with the condition that the deck will not be expanded or modified beyond a width of ten feet (10').
2. A Variation from Section III.J of the Zoning Ordinance to replace a non-conforming six-foot (6') fence with a four foot (4') open style fence that would encroach in the secondary front yard by ten feet (10').

SECTION 4: 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 17th day of July 2018.

AYES:

NAYS:

ABSENT:

APPROVED THIS 17th day of July 2018.

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. 2018-O-045, "AN ORDINANCE GRANTING A VARIATION FROM THE PEMRITTED ENCORACHMENTS TO PERMIT A DECK AND FENCE TO ENCROACH INTO THE SECONDARY FRONT YARD AT 7289 174TH PLACE (STEPHANIE AND MATTHEW RUSSELL)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on July 17, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of July, 2018.

KRISTIN A. THIRION, VILLAGE CLERK



Interoffice Memo

Date: July 17, 2018

To: Dave Niemeyer, Village Manager

From: Daniel Ritter, AICP
Senior Planner

Subject: Fence & Deck Variation – 7289 174th Place, Russell

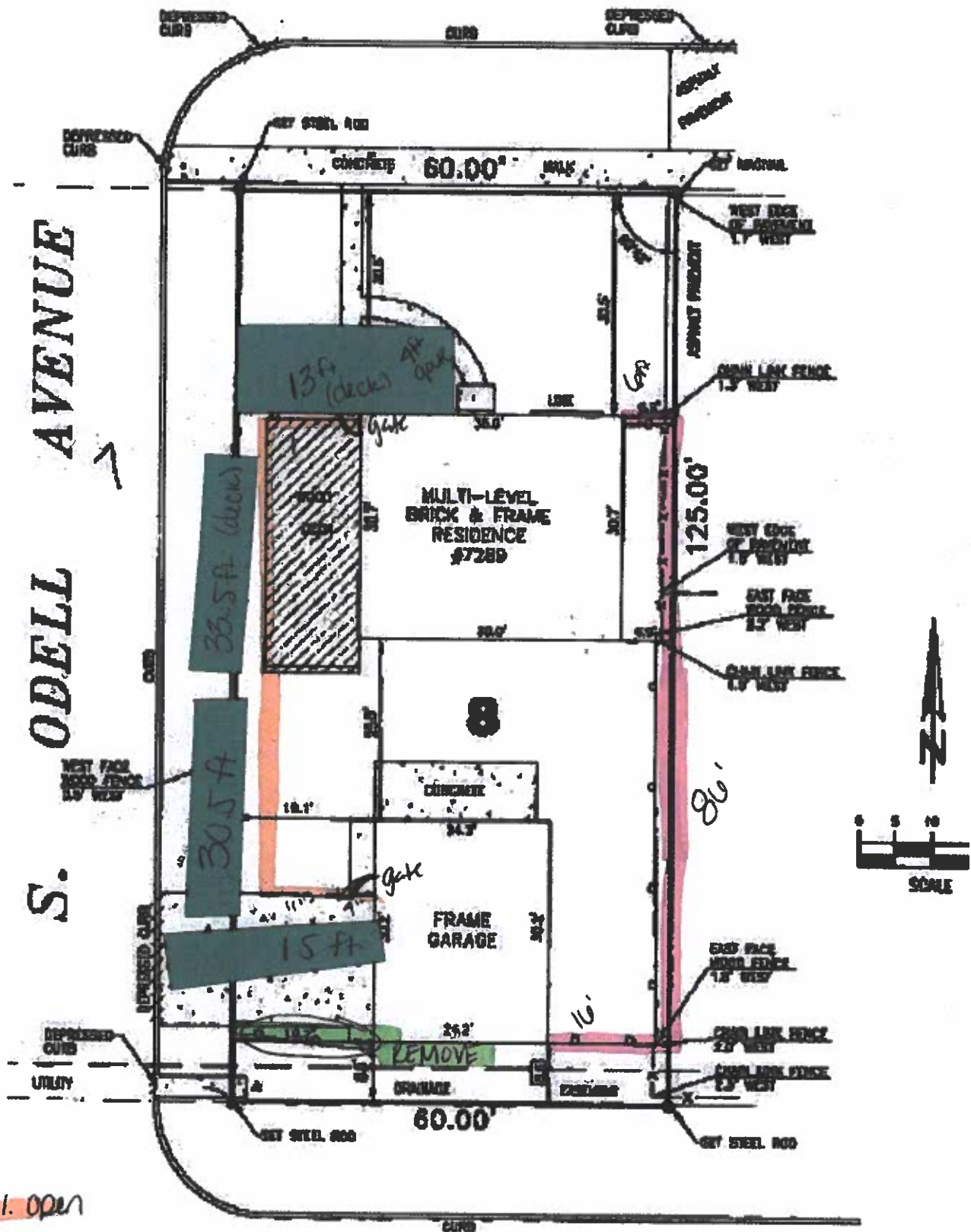
BACKGROUND

The variations for the property at 7289 174th Place and subject to first reading by the Village Board today were the subject of a public hearing at the Zoning Board of Appeals (ZBA) on June 14, 2018. Two motions were requested by the petitioner at this hearing, one for a deck encroachment in the secondary front yard and one for a fence encroachment in the front yard due to the fence being attached to the deck.

The ZBA amended the deck variation motion to only permit the deck to extend ten feet (10') into the secondary front yard, instead of the requested thirteen feet (13'). The deck is existing and was built illegally without a permit by the previous owner less than a year ago. The ZBA's amended motion would require that 3 feet (3') in width of deck be removed. The amended request for a ten foot (10') encroachment resulted in a denial by a vote of 2-2. Half of the ZBA indicated they did not believe the deck in a secondary front yard was acceptable under any circumstances and that the hardship being claimed was unfortunately caused by a previous owner. The other half of the ZBA believed it would be acceptable if three feet (3') of the deck's width was removed and the deck was placed behind a permitted fence (the fence would be required to be a maximum four foot (4') high open design fence). The following fence variation request was denied by a 1-3 vote because if the deck was reduced in width to ten feet (10') a four foot (4') high open design fence could be placed ten feet into the secondary front yard without a variation- an administrative variation could be issued..

Questions came up during the hearing on whether the existing deck met applicable building codes due to lack of a permit and how much work would need to be completed for the deck to even receive permit approval. The petitioner's would need to hire a professional to do a detailed inspection of the deck and draw plans showing it meets the building code in order for a permit to be approved. As a courtesy, the Village's building inspector completed a field inspection on June 19th. The inspector noticed that the visible piers and connections were not built to code requirements, but was unable to get a complete view of how the deck's structural components due to its low profile. The inspector did not believe that the deck could be permitted without reconstructing the majority or all of the deck and pouring new piers.

W. 174TH PLACE 66.00' R.O.W.



4ft 50% open
6ft privacy

W. 175TH STREET 66.00' R.O.W.

ZONING BOARD OF APPEALS STAFF REPORT

June 14, 2018

Petitioner

Stephanie and
Matthew Russell

Stephanie and Matthew Russell - Fence & Deck Variances
7289 174th Place

Property Location

7289 174th Place

PIN

27-25-418-008-0000

Zoning

R4 (Single-family)

Approvals Sought

Fence Variance
Deck Variance

Project Planner

Daniel Ritter, AICP
Senior Planner



EXECUTIVE SUMMARY

The Petitioner, Stephanie and Matthew Russell, located at 7289 174th Place, seeks the following Variations:

- 1. A fence Variation from Section III.J (Fence Regulations), where a four foot (4') high open design fence is not permitted in the required secondary front yard by more than ten feet (10').**
- 2. A Variation from Section III.H.1 (Permitted Encroachments), where a deck is not permitted to be located in the required secondary front yard and set back a minimum of five feet (5') from any property line.**

These Variations would allow the Petitioner to install a four foot (4') high open design fence with additional six inch (6") high posts and a 435.5 square foot deck to both encroach thirteen feet (13') into the secondary front yard and be located four feet (4') from the west property line in the R-4 (Single-Family Residential) zoning district, located at 7289 174th Place.

EXISTING SITE & HISTORY

The subject site is located in the Sundale Hills Subdivision which is an older subdivision, originally developed on smaller lots and most without garages. The site is a “through-lot” boarded on three sides by roadways (174th Place to the north, 175th Street to the south and Odell Avenue to the west).

The lot has an existing six foot (6') high open design fence that extends to the western property line in the secondary front yard. There is also a fence portion that extends from the detached garage that fronts Odell Avenue to the property line (proposed to be removed). The existing fence has deteriorated, is not structurally sound and now requires replacement. The current fence situation has created visibility concerns from the Petitioner's private driveway and at the intersection of 175th Street and Odell Avenue. Bushes previously planted in the public right-of-way also create additional visibility concerns from the property. While the majority of the subdivision has a sidewalk, the side of this street does not currently have one, but sidewalk could be installed at that location in the future and would likely be located where the bushes exist currently.

The existing home has a door off of the west side of the house that leads to an existing unpermitted deck and connects to the detached garage. There is no backdoor on the house, and the side door is the primary access to the backyard of the property. The existing deck was illegally installed without a permit by the previous owner of the property. It is believed that the deck construction occurred within the last six (6) months to a year, but before the current Petitioner owned the property. That deck extends thirteen feet (13') from the house into the secondary front yard and is four feet (4') from the property line.



ZONING & NEARBY LAND USES

The subject property (outlined in red in the graphic to the right) is a corner lot within the Sundale Hills Subdivision zoned R-4 (Single-Family Residential). Properties surrounding the subject parcel are zoned R-4 (Single-Family Residential) except to the south across 175th Street which is zoned R6 PD (Medium Density Residential). The subject parcel is 7,500 square feet which is smaller than the required minimum lot size of the zoning district of 8,000 square feet and corner lot size of 10,000 square feet. This lot is similar in size and design to other corner lots in the neighborhood and with older subdivisions throughout the Village. Unlike newer subdivisions, the corner lots of these older subdivisions were not designed larger and thus have less space in the rear yard of the property. While there is less backyard space and the subdivision is denser than a newer subdivision, this is common in most of the older subdivisions in Tinley Park.



Many corner lots in the neighborhood have fences that extend into the secondary front yard. Most properties have four foot (4') high open design fences, but a few have older six foot (6') fences. These nonconforming fences do create aesthetic and visual concerns throughout the neighborhood. This neighborhood is an example of some of the reasons the code was changed to its current regulations. Only one fence in the immediate area extends further than ten feet (10') into the secondary front yard and that fence is older and unpermitted. No immediate properties have decks or accessory structures that have been approved in the secondary front yard. **The visibility and aesthetic concerns with corner fences are even more relevant in denser neighborhoods such as Sundale Hills. Non-conforming fences are required to come into conformance with the current code when they are replaced. The hope is that over time, as they come into compliance, the visibility and aesthetic concerns will be corrected.**

Existing Neighborhood



- #1: 4 foot high privacy picket extends 3 feet into the front yard. No Permit.
- #2: 4 foot high open design extends 14 feet into the front yard. No Permit.
- #3: Combination of 6 foot high privacy and 3 foot high rail extends 4 feet into the front yard. Permit 2012.
- #4: 4 foot high open design extends 10 feet into the front yard. No Permit.
- #5: 6 foot high privacy extends 10 feet into the front yard. Permit 2012.
- #7: 6 foot high privacy extends 8 feet into the front yard. No Permit.
- #6, #8, #9 & #10: No fence.

After months of discussion between the ZBA, Plan Commission and Community Development Committee, the Village Board adopted an ordinance in January 2018, amending the fence regulations in Section III. J regarding fences within a required secondary front yard. This was a departure from the previous Code which was not uniformly enforced, resulted in many non-conforming fences, created visibility concerns and aesthetic streetscape issues. It was known when adopting these newer regulations that many existing fences would become legal non-conforming and would be required to come into conformance with the current codes when replacement is necessary. The hope was that over time, as they come into compliance, the visibility and aesthetic concerns will be corrected. The attached Staff Exhibit (A) indicates a timeline of the corner fence Variation history. It is important to note that no previous fence codes permitted a fence to extend further than ten feet (10') into the corner side yard.

VARIATION REQUESTS

The Petitioner is requesting two (2) Variations that are interrelated. First, a Variation from the Zoning Code to construct a new four foot (4') high 50% open design wood fence with posts that extend six inches (6") above the fence panels and encroaches into the secondary front yard by thirteen feet (13'). This fence would run from the house by being attached to the existing illegal deck for approximately 49.5 feet in length, then continue on that same line until it hits the driveway and connects to the garage.

The second Variation is to allow the illegally constructed deck to be located in the secondary front yard. Decks are prohibited in the secondary front yard and are not permitted to be closer than five feet (5') to any property line, in any situation. The deck extends into the secondary front yard by thirteen feet (13') and would be located four feet (4') from the property line. As part of the proposed work, the Petitioner is removing the fence portion coming from the southern portion of the garage.

Fence

The existing fence situation on the subject property and the surrounding neighborhood creates visibility/safety concerns and a poor aesthetic appearance of the streetscape. The Petitioner's proposed fence line would be slightly better than the existing situation, but it continues to perpetuate the visibility and aesthetic concerns. These concerns would become even more apparent when sidewalk is installed along the roadway and there would be even less from the driveway to the sidewalk. **Staff is concerned about setting a precedent for future requests and creating a situation that only perpetuates the visibility and aesthetic issues that were expected to be corrected over time by the most recent code change.**

A four foot (4') high 50% open design fence would be permitted to extend ten feet (10') into the front yard with an administrative approval. This administrative approval allowance is the recommended fencing situation for a corner lot setup looking for additional backyard space. By remaining open design and only extending ten feet (10') into the secondary front yard, it creates an attractive streetscape appearance and does not block visibility at the street or from private driveways. It also provides additional space when a sidewalk is installed in the right-of-way in the future.



Since the existing unpermitted deck extends thirteen feet (13') into the secondary front yard, it would not be able to be enclosed by an administratively approved fence, which is the Petitioner's reasoning for requesting the additional three feet (3') extension of the fence into the front yard. According to the Standards for a Variation, a hardship shall be related to the physical attributes of the property and not caused by the property owner or previous property owners. **Due to the deck being caused by the previous owner and visibility concerns, the requested fence Variation does not meet the Standards and should only be permitted to be located to be constructed following the code requirements.**

Deck

Similar to the fence, the deck Variation request was specifically caused by a previous owner of the property and should be reviewed as if it does not currently exist. If the proposed "low-profile" deck was entirely located within the area permitted to be enclosed by the four foot (4') high open design fence, it would be significantly screened from view from the public right of way and would not cause a visual obstruction at the proposed height and location. If the deck is not reduced in width to ten feet (10'), then the Variation for its location and distance from the lot line, will not meet the applicable standards. **In order to accomplish being located within a legally fenced area, the deck would need to be adjusted to have at least three feet (3') in width removed from it. The result of doing so would be that only one Variation for the deck to extend ten feet (10') into the required secondary front yard would be needed; the Variations for the fence encroachment and the deck setback would not be needed. The work necessary to make the deck only ten feet (10') in width would also allow proper code inspections take place and ensure the deck is constructed correctly and safely.**

STANDARDS FOR A VARIATION

Section X.G.4 of the Zoning Ordinance states the Zoning Board of Appeals shall not recommend a Variation of the regulations of the Zoning Ordinance unless it shall have made Findings of Fact, based upon the evidence presented for each of the Standards for Variations listed below. The Zoning Board of Appeals must provide findings for the first three standards; the remaining standards are provided to help the Zoning Board of Appeals further analyze the request. Staff has prepared draft responses for the Findings of Fact based on the information supplied by the Petitioner and the information researched by Staff. The ZBA may accept, delete, or amend the following Findings based on information provided during the Public Hearing and enter them as part of the record.

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
 - a. *The subject parcel can still yield a reasonable return under the conditions of the district it is located. Under the current Zoning District, the Applicant is allowed to encroach into the secondary front yard by ten feet (10') with a four foot (4') tall fence (with additional six inch (6") posts) that is of open style design. If the desire is to have more privacy, then a six foot (6') privacy fence can be constructed at the required setback and may have a gate to allow access to the backyard. In either scenario, the location of the fence will not limit the owner's ability to yield a reasonable return on their property.*
 - b. *The deck was constructed illegally and did not exist prior to 2017. A deck is not required to yield a reasonable return and the property has yielded returns without the deck since it was constructed.*
2. The plight of the owner is due to unique circumstances.
 - a. *The subject property is not unique. It is a corner lot that meets the minimum lot size requirements of the zoning district and is subject to the same secondary front yard fence setback requirements as other corner lots. The hardship for the fence request is based upon a situation caused by a previous property owner and not unique circumstances.*
 - b. *The subject property is not unique. It is a corner lot that meets the minimum lot size requirements of the zoning district and is subject to the same secondary front yard accessory structure setback requirements*

as other corner lots. The deck does not need to extend closer than five feet (5') to the property line nor does it need to extend outside of the area that is permitted to be fenced.

3. The Variation, if granted, will not alter the essential character of the locality.
 - a. *The Variation, if granted, will alter the essential character of the locality. The majority of other corner lot properties in the neighborhood do not have any fencing or have fencing that meets the current code required setbacks. The existing lot is similar to other corner lots in the neighborhood and throughout the Village. The granting of a Variation will establish a precedent that may result in additional Variation requests throughout the subdivision and Village that would prolong the concerns with visibility and aesthetics, instead of slowly correcting them.*
 - b. *No other corner lot properties in the neighborhood have decks or accessory structures in the secondary front yard. A few have patios, which the proposed deck is similar to due to its low profile. If the deck stays within the legally permitted fenced area and does not extend further than ten feet (10') into the secondary front yard, it will not be clearly visible from the public street. The granting of a Variation may establish a precedent that results in additional similar Variation requests throughout the subdivision and Village that can create visibility and aesthetic concerns.*
4. Additionally, the Zoning Board of Appeals shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:
 - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
 - b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
 - c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
 - d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
 - i. *Both Variation requests are based on a issue that is a result of an unpermitted and illegal deck that was constructed by the previous owner less than a year ago. Variations cannot be approved based on "hardships" created by property owners and each Variation needs to be looked at in regards to the standards as if no unpermitted situation currently exists.*
 - e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
 - f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

MOTION TO CONSIDER

If the Zoning Board of Appeals wishes to take action, an appropriate wording of the motions would read:

"...make a motion to recommend that the Village Board grant the following Variation(s) to the Petitioner, Stephanie & Matthew Russell:

- a. *A Variation from Section III.J (Fence Regulations) of the Zoning Ordinance, to permit a four foot (4') tall open fence to extend up to thirteen feet (13') into the required secondary front yard at 7289 174th Place in the R-4 (Single-Family Residential) Zoning District, consistent with the List of Submitted Plans as attached herein and adopt Findings of Fact as proposed by Village Staff, and as may be amended by the Zoning Board of Appeals at this meeting.*

with the following conditions: [if there are any conditions that the ZBA would like to add]

- b. *A Variation from Section III.H.1 (Permitted Encroachments) of the Zoning Ordinance, to permit a 435.5 square foot deck to encroach 13 feet (13') into the required secondary front yard, where decks are not permitted and allow the deck to be setback 4.1 feet from property line instead of the required 5 foot minimum at 7289 174th Place in the R-4 (Single-Family Residential) Zoning District, consistent with the List of Submitted Plans as attached herein and adopt Findings of Fact as proposed by Village Staff, and as may be amended by the Zoning Board of Appeals at this meeting.*

with the following conditions: [if there are any conditions that the ZBA would like to add]"

LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
1	Plat of Survey	Landmark Engineering, LLC	2/26/2018

Staff Exhibit A

History of Fence Regulations Related to Corner Lots

1956-2005	<i>"Fences in which the opening between the materials of which the fence is constructed represent less than seventy (70) percent of the total surface may be erected to a height not exceeding four (4) feet along the boundaries of a lot, except that no such fence shall be erected within thirty (30) feet of a street intersection . Wire fences and other fences in which the openings between the materials of which the fence is constructed represent more than seventy (70) percent of the total fence area may be erected to a height of six (6) feet, except within thirty (30) feet of a street intersection."</i>
2007-2009	<p>Corner fences are allowed 10 feet into the required side yard similar to the current regulations and allowed to be 6 foot solid with Zoning Administrator review of visibility.</p> <p><i>"Fences not exceeding six (6) feet in height above natural grade level projecting not more than ten (10) feet into the required front setback on the side yard street frontage of a corner lot in a residential zoning district, provided that the Zoning Administrator or his designee determines that the provisions of Section III.G of this Ordinance will be maintained and that there will be no obstruction to the visibility of vehicular or pedestrian traffic. If the Zoning Administrator deems that such a visibility obstruction would occur, he may require that portions of or all of the fence be constructed of an open design, or of a shorter height, or a combination of both, or the Zoning Administrator may deny the request. The determination of the Zoning Ordinance may be appealed to the Zoning Board of Appeals pursuant to Section X.F of this Ordinance."</i></p>
2011-2017	A chart was created which determined what accessory uses and structures could encroach within a required yard under certain situations. It was here when fences 6 feet in height were permitted as an obstruction within 10 feet of the required secondary front yard. The Zoning Administrator was left to determine if the fence was a visibility obstruction and if it was required to obtain a Variation or not. This process and the standards attached resulted in the inconsistent enforcement of the zoning code requirements and numerous issues that created aesthetic and visibility concerns.
2017-Present	Code Changes were initiated to determine what fences in the secondary front yard should be permitted going forward and to make the regulations clear to residents and staff. The new regulations were reviewed and revised by the Zoning Board of Appeals, Community Development Committee, and the Plan Commission. They were approved by the Village Board in January 2018. The result of the text amendments reduced allowable fences extending into the required secondary front yard to be a maximum 4 feet in height (4'6" posts) and open style (50% open to light and air). When approved it was known that there would be numerous fences that would become legal non-conforming in the Village and would need to come into compliance when their fence needed replacement or adjustment.

VILLAGE OF TINLEY PARK
APPLICATION FOR ZONING ORDINANCE VARIANCE

The undersigned hereby Petitions the Village of Tinley Park Zoning Board of Appeals and/or Plan Commission to consider a Variation from the terms of the Zoning Ordinance as follows:

PETITIONER INFORMATION

Name: Stephanie & Matthew Russell

Mailing Address: 7289 174th Pl

City: Tinley Park State: IL Zip: 60477

Day Phone: [REDACTED] Evening Phone: SAME

Cell Phone: SAME Fax Number:

Email Address: [REDACTED]

Nature of Petitioner's Interest in the property and/or relationship to the owner:
(Applications received on behalf of the owner of record must be accompanied by a signed letter of authorization).
OWNER

PROPERTY INFORMATION

Street Address: 7289 174th Pl, Tinley Park, IL 60477

Owners: Stephanie & Matthew Russell

SPECIFIC TYPE OF VARIANCE REQUESTED (See Examples Below):

A 11 foot (4ft from West property line) variance to the secondary front yard setback on the West side of the property to allow for a 4ft, 50% open vinyl fence on this corner lot.

A 1 foot height variance to the secondary front yard allowable height for a fence/railing to allow for a 4 foot high railing on the deck of this residential property.

A variation for the deck currently constructed by previous homeowners to be permitted in the secondary front yard.

Examples of Specific Type of Variance Requested:

This refers to the exact number of feet, the exact dimensions of a structure, exact height/type of fence.
For example:

"A 15 foot Variance to the Front Yard Setback on the East side of the property to allow for a 6-foot tall cedar fence on this corner lot."

"A 180 square foot variance to the 720 square foot maximum allowable size of an accessory structure to allow for a 30 foot or 900 square foot garage on this residential property."

"A 10 foot variance to the 10 foot maximum allowable height for a sign to allow for a 20 foot high monument sign on this commercial property."

We would like to add a deck railing to the current deck on the secondary front yard (Odell Ave side) to lead to a fence that is 10 feet from the edge of the house going towards the driveway so that we can enclose the yard including landscaping, patio furniture and grill, side entrance to our home, side entrance to our garage, etc., and provide a safe area for our future children to play as well as provide safety for a dog.

"We would like to extend our fence 15 feet toward the street from the front corner of the house so that we can enclose a pool, swing set, shed, landscaping, trees, side entrance, etc., and provide a safe area for our children to play"

"We would like to build an oversized garage on our property so that we may store our antique vehicle, snow mobiles, riding lawn mower, etc., inside, as well as our two other cars, which are currently parked in the driveway"

Signature: _____ Date: 05/01/2018

Printed Name: _____

Current Zoning on Property _____ Present Use _____

[illegible]

FINDINGS OF FACT

ADDITIONAL INFORMATION TO BE PRESENTED TO SUPPORT A VARIATION REQUEST FROM THE TERMS OF THE VILLAGE OF TINLEY PARK ZONING ORDINANCE

Section X.G.1 of the Village of Tinley Park Zoning Ordinance requires that the Zoning Board of Appeals determine compliance with the following standards and criteria. In order for a variance to be approved, the Petitioner must respond to all the following questions with facts and information to support the requested Variation:

- A. Describe the difficulty that you have in conforming with the **current** regulations and restrictions relating to your property, and describe how this hardship is not caused by any persons presently having an interest in the property. (Please note that a mere inconvenience is insufficient to grant a Variation). For example, does the shape or size of the lot, slope, or the neighboring surroundings cause a severe problem in completing the project in conformance with the applicable Ordinance requirement?

Our home is on a narrow 3-corner lot, restricting our options considerably for a fenced in yard due to zoning restrictions. Our home only has a front door and side door, but no door on the backside of the home. Privacy and safety are a huge factor for us. The deck currently on the Odell Ave side of our home was put up by the past homeowners, prior to us purchasing the home, leading us to inherit this issue.

- B. Describe any difficulties or hardships that **current** zoning regulations and restrictions would have in decreasing your property value compared to neighboring properties.

Since our home is on a narrow 3-corner lot, not being able to have a fenced in secondary front yard creates a safety issue which can negatively affect the property value of our home as buyers may see this as a deterrent/added expense. Comparing this to a home on a normal corner lot, they have less restrictions for visibility/safety of commuters than we do. The issue of having the majority of this lot open is a safety issue that could be an open invitation for crime or for persons to walk through my lot since there are no sidewalks on either side of Odell Ave in this particular spot. The current setback requirements hinder our options since we have no back door to our home and cannot access the yard and garage this way. We want to have a fenced in yard to protect our future children and pets from gaining access to the busy streets that surround our home, preventing them from getting hit by automobiles, cyclists, etc. Allowing the 1ft height variance gives extra safety for smaller children and pets from being able to climb/jump over the railing and exiting the yard.

- C. Describe how the above difficulty or hardship was created.

The previous homeowners put up the deck on the secondary front yard without a permit. This was done prior to us purchasing the property leading us to inherit this issue. We were not made aware of this until we started the process of trying to get a new fence.

FINDINGS OF FACT (CONTINUED)

- D. Describe the reasons this Variance request is unique to this property only and is not applicable, in general, to other properties within the same Zoning District.

The property is on a narrow 3-corner lot; we have streets on 3 sides of our property which means we have to allow for visibility to commuters on all sides except the one that is along our neighbor to the East. We ideally wanted a 6ft full privacy fence but are limited to a 4ft, 50% open fence that must adhere to strict setback rules. Our home does not have an entrance on the backside of the house; it is on the West side of our home instead.

- E. Explain how this Variance **would not** be regarded as an attempt at financial gain, but only because of personal necessity. For example, the intent of the Variance is to accommodate related living for an elderly relative as opposed to adding an additional income source.

This variance is to provide our family and pets safety against individuals walking down the street from seeing into our wayrd, walking through our yard since there are no sidewalks on either side of Odell Ave by our property, and preventing possible theft in our yard/home by allowing us to put up a fence and deck railing to enclose this secondary front yard and back yard.

- F. Describe how granting this Variance request will not be detrimental to the public welfare or injurious to other properties or improvements in the neighborhood in which the property is located: (Example: fencing will not obstruct view of automobile traffic).

The fencing/railing on the Odell Ave side will be at a 4ft, 50% open height, which is shorter than the current fence on the property. This will allow automobile traffic to still have visibility to traffic on the other street(s). The current panel near the garage by the driveway will be removed and not replaced, which increases visibility for traffic, and can help deter accidents at such a busy intersection.

- G. Explain how granting this Variance will not alter the essential character of the neighborhood or locality:

This variance will improve the current look to this neighborhood by replacing the current old/broken/weathered wooden fence with a new vinyl fence, which will help create an updated look to a busy corner. The fence we would like to add is of a similar style to others in the area which will help create/add a cohesive look to the neighborhood.

FINDINGS OF FACT (Continued)

H. Describe how the requested Variance **will not**:

1. Impair an adequate supply of light and air to adjacent properties.

The fence proposed is a 50% open and a height of 4ft, where the current fence is 6ft and 50% open, so this will let additional light and air to adjacent properties.

2. Substantially increase the congestion of the public streets.

The proposed fence will not create congestion since it will be 50% open and at a lower height than what is currently on the property. We will also be removing the panel by the garage and driveway which will increase visibility at the busy intersection.

3. Increase the danger of fire.

The fence proposed will be a PVC vinyl material vs. the current wood structure. PVC fences are more fire-resistant compared to wooden fences which can help delay massive spreading of a fire.

4. Impair natural drainage or create drainage problems on adjacent property.

The fence proposed will have no impact on drainage on adjacent property as there is currently a fence on our property and it has no impact on drainage.

5. Endanger the public safety.

The proposed fence will not endanger the public's safety. It will abide by the 4ft, 50% open requirement for other corner lot fences which will not decrease visibility for commuters. It will prevent unwanted persons from walking through our yard and possibly putting our family, pets, home, etc. in danger as well.

6. Substantially diminish or impair property values within the neighborhood.

The proposed fence would have no negative impact on property values within the neighborhood. It will increase the value of our home and in turn help with comparables in the area leading to higher property values.



**MINUTES OF THE REGULAR MEETING OF THE
ZONING BOARD OF APPEALS, VILLAGE OF TINLEY PARK,
COOK AND WILL COUNTIES, ILLINOIS**

June 14, 2018

The Regular Meeting of the Zoning Board of Appeals was held in the Council Chambers at the Village of Tinley Park, 16250 Oak Park Avenue on June 14, 2018 at 7:30 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Zoning Board Members:

Robert Paszczyk
James Gaskill Sr.
James Fritts
Donald Bettenhausen, Acting Chairman

Absent Zoning Board Members:

Jennifer Vargas
Steven Sepessy

Village Officials and Staff:

Dan Ritter, Senior Planner
Barbara Bennett, Commission Secretary

Guest:

Stephanie and Matthew Russell, Petitioner

CALL TO ORDER

DONALD BETTENHAUSEN, Acting Zoning Board of Appeals Chairman called to order the Regular Meeting of the Zoning Board of Appeals on June 14, 2018 at 7:30 p.m. A Motion was made by ZONING BOARD MEMBER GASKILL, seconded by ZONING BOARD MEMBER PASZCZYK, to open the regular meeting of the Zoning Board of Appeals at 7:30 p.m.

COMMUNICATIONS

None at this time.

APPROVAL OF MINUTES

Minutes of the May 24, 2018 Zoning Board of Appeals Meeting was presented for approval. A Motion was made by ZONING BOARD MEMBER GASKILL, seconded by ZONING BOARD MEMBER PASZCZYK, to approve the Minutes as presented. The Motion was approved by voice call. ACTING CHAIRMAN BETTENHAUSEN declared the Minutes approved.

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES
FROM: VILLAGE OF TINLEY PARK ZONING BOARD OF APPEALS
SUBJECT: MINUTES OF THE JUNE 14, 2018 REGULAR MEETING OF THE ZONING BOARD OF APPEALS

Item #1 PUBLIC HEARING: RUSSELL - 7289 174th PLACE-FENCE VARIATION

Consider recommending that the Village Board grant the Petitioner, Stephanie and Matthew Russell the following variations:

1. A fence variation from Section III.J (Fence Regulations), where a four foot (4') open design fence is not permitted in the required secondary front yard by more than ten feet (10').
2. A variation from Section III.H.1 (Permitted Encroachments), where a deck is not permitted in the required secondary front yard and set back a minimum of five feet (5') from any property line.

These Variations would allow the Petitioner to install a four foot (4') high open design fence with additional six inch (6") high posts and a 435.5 square foot deck to both encroach thirteen feet (13') into the secondary front yard and be located four feet (4') from the west property line in the R-4 (Single-Family Residential) zoning district, located at 7289 174th Place.

Zoning Board Members: Robert Paszczyk
James Gaskill Sr.
James Fritts
Donald Bettenhausen, Acting Chairman

Absent Zoning Board Members: Jennifer Vargas
Steven Sepessy,

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

Guest: Stephanie and Matthew Russell, Petitioner

A Motion was made by ZONING BOARD MEMBER PASZCZYK, seconded by ZONING BOARD MEMBER GASKILL, to open the Public Hearing of Russell, 7289 174th Place, Fence Variation. The Motion was approved by voice call. ACTING CHAIRMAN BETTENHAUSEN declared the Motion approved.

ACTING CHAIRMAN BETTENHAUSEN 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.

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

DAN RITTER, Senior Planner stated the Petitioner is requesting two Variations of the Zoning Ordinance. One is for a fence where a four foot (4') high open design fence is not permitted in the required secondary front yard by more than ten feet (10'). The second is for a deck where a deck is not permitted to be located in the required secondary front yard and set back a minimum of five feet (5') from any property line. These Variations would allow the Petitioner to install a four foot (4') high open design fence with additional six inch (6") high posts and a 435.5 square foot deck to both encroach thirteen feet (13') into the secondary front yard and be located four feet (4') from the west property line in the R-4 (Single-Family Residential) zoning district.

The subject property is located in the Sundale Hills Subdivision which is an older subdivision with smaller lots and most were developed without garages. This is a through-lot that is bordered on 3 sides by 174th Place to the north, 175th Street to the south and Odell Avenue to the west.

Mr. Ritter displayed photos of the home. The lot has an existing six foot (6') high semi-open design fence that is less than 50% open that extends to the west property line in the secondary front yard. There is also a fence portion that extends from the detached garage that fronts Odell Avenue to the property line which is proposed to be removed. The existing fence has deteriorated and is not structurally sound and requires replacement. The current fence has created visibility concerns from the Petitioner's private driveway and at the 175th and Odell intersection. There are bushes planted in the public right-of-way that also create a visibility issue. Per public works, there could be a future sidewalk installed which would require removal of these bushes.

The existing home has a door off the west side of the house that leads to an existing unpermitted deck which leads to a walkway to the detached garage. There is no back door to the house. The existing deck was illegally installed by the previous owners. The deck was believed to be installed within the last six (6') months to a year prior to the current owner. The deck extends thirteen feet (13') from the house into the secondary front yard and is four feet (4') from the property line. There is approximately seventeen feet (17') between the house and the property line.

The subject property is a corner lot within the Sundale Hills Subdivision zoned R-4. The properties surrounding it are R-4 except to the south across 175th Street which is zoned R-6 PD. The lot is 7,500 sq. ft. which is smaller than the required minimum lot size of the zoning district of 8,000 sq. ft. and corner lot size of the 10,000 sq. ft. This is similar to other lots in this subdivision. There is less backyard space. Many corner lots in the neighborhood have 4 ft. open fences that extend into the secondary front yard that meet the current regulations. There are a few six foot (6') fences, similar to the Petitioner's current fence. There is one fence that extends further than the ten feet (10') which is older and unpermitted. The main concerns are visibility and aesthetic concerns with corner fences. Non-conforming fences are required to come into conformance with the current code when they are replaced. The current code is very clear as to what is allowed.

COMMISSIONER GASKILL asked if any of the past codes allowed the deck. Mr. Ritter replied no decks or patios have been allowed in the secondary front yard. There have been no recent Variances that allow any encroachment of more than ten feet (10').

The Fence Variation is to allow a four foot high (4') open design fence going thirteen feet (13') into the yard. The fence would be attached to the deck from the house making the turn down the deck for approximately fifty-nine feet (59'). Staff is concerned about setting a precedent for future requests and creating visibility, safety and aesthetic issues that were expected to be corrected by current code changes.

for secondary front yards. They are allowed a fence that is ten feet (10') out into the secondary front yard. They would like to attach this fence to the deck which is thirteen feet (13') out. In the Standards a hardship shall not be caused by the property owner or the previous property owners. Due to the deck being constructed by the previous owner and visibility concerns, the requested fence Variation does not meet the Standards and should only be permitted following the current code requirements.

The Deck Variation was constructed by the previous owner and should not be there. It is thirteen feet (13') feet out. In order to accomplish being located within a legally fenced area, the deck would have to be adjusted to have at least three feet (3') in width removed from it. Because this would be a low-profile deck within the fenced area, staff would not have concerns with visibility.

Mr. Ritter displayed photos that were presented by the Petitioner.

ACTING CHAIRMAN BETTENHAUSEN noted there is a tree located within the current fenced area. Mr. Ritter replied that with the new fence the tree would then be located outside the fenced area.

ACTING CHAIRMAN BETTENHAUSEN asked if any of the Commissioners had questions.

COMMISSIONER PASZCZYK asked about the possibility of adding the sidewalk. Mr. Ritter replied that Public Works stated there were no immediate plans, but the sidewalk could be installed in the future.

Mr. Ritter noted that because this was an unpermitted deck and there were no plans, staff is not sure the deck meets the building code or safety standards. If the deck is allowed to remain, a permit would be required. While taking off the three feet (3') it would be possible to view the construction and adjustments could be made to meet the code standards.

ACTING CHAIRMAN BETTENHAUSEN asked if the Petitioner would like to make a presentation

Stephanie Russell, Petitioner noted they would like to have the fence for privacy and safety in the back yard. Because they are on the corner of a very busy intersection with a lot of traffic, it would give protection from cars possibly going into the back yard and potentially hitting the house. There is also an Andrew High School bus stop on the corner next to the house where students stand and also come on their property while waiting for the bus. The Petitioner is willing to put a four foot (4') open style fence on the secondary front yard, but there would be an additional expense to remove the deck. The Petitioner was not aware that the deck was installed illegally in 2017 prior to purchasing the home. We would like to attach the fence to the deck that is there, but they would remove the three feet (3') if necessary.

COMMISSIONER PASZCZYK asked about the deck not meeting code as it stands. Would the Village require some amendment to the deck? Mr. Ritter replied that yes, it would be necessary for the deck to meet ICC code to meet safety and health requirements to make sure it is structurally sound. Adjustment may be needed. COMMISSIONER PASZCZYK asked the Petitioner if they knew how difficult it would be to remove the three feet (3'). Ms. Russell replied she would not know until they had someone look at it.

Mr. Ritter explained the Standards for a Variation as follows:

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
 - a. *The subject parcel can still yield a reasonable return under the conditions of the district it is located. Under the current Zoning District, the Applicant is allowed to encroach into the secondary front yard by ten feet (10') with a four foot (4') tall fence (with additional six inch (6") posts) that is of open style design. If the desire is to have more privacy, then a six foot (6') privacy fence can be constructed at the required setback and may have a*

gate to allow access to the backyard. In either scenario, the location of the fence will not limit the owner's ability to yield a reasonable return on their property.

- b. The deck was constructed illegally and did not exist prior to 2017. A deck is not required to yield a reasonable return and the property has yielded returns without the deck since it was constructed.*
2. The plight of the owner is due to unique circumstances.
 - a. The subject property is not unique. It is a corner lot that meets the minimum lot size requirements of the zoning district and is subject to the same secondary front yard fence setback requirements as other corner lots. The hardship for the fence request is based upon a situation caused by a previous property owner and not unique circumstances.*
 - b. The subject property is not unique. It is a corner lot that meets the minimum lot size requirements of the zoning district and is subject to the same secondary front yard accessory structure setback requirements as other corner lots. The deck does not need to extend closer than five feet (5') to the property line nor does it need to extend outside of the area that is permitted to be fenced.*
3. The Variation, if granted, will not alter the essential character of the locality.
 - a. The Variation, if granted, will alter the essential character of the locality. The majority of other corner lot properties in the neighborhood do not have any fencing or have fencing that meets the current code required setbacks. The existing lot is similar to other corner lots in the neighborhood and throughout the Village. The granting of a Variation will establish a precedent that may result in additional Variation requests throughout the subdivision and Village that would prolong the concerns with visibility and aesthetics, instead of slowly correcting them.*
 - b. No other corner lot properties in the neighborhood have decks or accessory structures in the secondary front yard. A few have patios, which the proposed deck is similar to due to its low profile. If the deck stays within the legally permitted fenced area and does not extend further than ten feet (10') into the secondary front yard, it will not be clearly visible from the public street. The granting of a Variation may establish a precedent that results in additional similar Variation requests throughout the subdivision and Village that can create visibility and aesthetic concerns.*
4. Additionally, the Zoning Board of Appeals shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:
 - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;*
 - b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;*
 - c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;*

- d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
 - i. *Both Variation requests are based on an issue that is a result of an unpermitted and illegal deck that was constructed by the previous owner less than a year ago. Variations cannot be approved based on "hardships" created by property owners and each Variation needs to be looked at in regards to the standards as if no unpermitted situation currently exists.*
- e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
- f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

COMMISSIONER GASKILL noted we cannot allow a Variance for a fence because it will encompass an illegal deck. Mr. Ritter replied the way the Standards are interpreted is that it does not meet the Standards for Variation if the hardship was created by them or previous owners.

A Motion was made by ZONING BOARD MEMBER PASZCZYK, seconded by ZONING BOARD MEMBER GASKILL, to close the Public Hearing. The Motion was approved by voice vote. ACTING CHAIRMAN BETTENHAUSEN, declared the Motion approved.

A Motion was made by ZONING BOARD MEMBER PASZCZYK, seconded by ZONING BOARD MEMBER FRITTS to recommend that the Village Board grant the following Variation to the Petitioners: Stephanie and Matthew Russell.

A VARIATION FROM SECTION III.H.1 (PERMITTED ENCROACHMENTS) OF THE ZONING ORDINANCE, TO PERMIT A 335 SQUARE FOOT DECK TO ENCROACH TEN FEET (10') INTO THE REQUIRED SECONDARY FRONT YARD AT 7289 174TH PLACE IN THE R-4 (SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT) WITH ONE (1) CONDITION:

- 1. THE DECK IS NOT EXPANDED OR MODIFIED IN THE FUTURE BEYOND A WIDTH OF TEN FEET (10').

COMMISSIONER GASKILL stated if we allow this deck other people will want to do this. Decks are not allowed on the corner-side yard. This is why we have this ordinance.

ACTING CHAIRMAN BETTENHAUSEN stated this is a unique property because the front faces 174th Place, the side is facing the park which will always be a park and as you come south it is high density along 175th. There is no rear door there is only a side door. The Petitioner did not create the hardship, they bought the hardship.

COMMISSIONER PASZCZYK stated there is a difference between an existed deck verses someone petitioning to build a deck. Mr. Ritter replied this deck would never have been in code. No deck or patio

would be allowed in the secondary front yard. If you allow the deck, Staff is recommending not going beyond ten feet (10') as this could be surrounded by the fence.

ACTING CHAIRMAN BETTENHAUSEN asked for a vote.

AYES: PASZCZYK, BETTENHAUSEN

NAYS: GASKILL, FRITTS

ACTING CHAIRMAN, STEVEN BETTENHAUSEN declared the Motion denied.

A Motion was made by ZONING BOARD MEMBER PASZCZYK, seconded by ZONING BOARD MEMBER GASKILL to recommend that the Village Board grant the following Variation to the Petitioners: Stephanie and Matthew Russell.

A VARIATION FROM SECTION III.J (FENCE REGULATIONS) OF THE ZONING ORDINANCE, TO PERMIT A FOUR FOOT (4') OPEN DESIGN FENCE TO ENCROACH THIRTEEN FEET (13') INTO THE REQUIRED SECONDARY FRONT YARD AT 7289 174TH PLACE IN THE R-4 (SINGLE-FAMILY RESIDENTIAL) ZONING DISTRICT.

ACTING CHAIRMAN BETTENHAUSEN asked for a vote.

AYES: PASZCZYK,

NAYS: GASKILL, FRITTS, BETTENHAUSEN

ACTING CHAIRMAN, STEVEN BETTENHAUSEN declared the Motion denied.

This will go to the Village Board on July 17, 2018 for First Reading and August 21, 2018 for Adoption.

GOOD OF THE ORDER:

MR. RITTER noted:

1. June 28, 2018 ZBA Meeting is Cancelled
2. The next ZBA Meeting will be July 12, 2018 at the new time of 7:00.
3. Staff has been doing a lot of Code Enforcement regarding parking lots.
4. Staff has been busy working on multiple plans.

RECEIVE COMMENTS FROM THE PUBLIC

None at this time.


ADJOURNMENT

There being no further business, a Motion was made by ZONING BOARD MEMBER GASKILL, seconded by ZONING BOARD MEMBER PASZCZYK, to adjourn the Regular Meeting of the Zoning Board of Appeals of June 14, 2018 at 8:42 p.m. The Motion was unanimously approved by voice call. ACTING CHAIRMAN, STEVEN BETTENHAUSEN declared the meeting adjourned.



Interoffice Memo

Date: July 10, 2018

To: Dave Niemeyer, Village Manager 

From: Daniel Ritter, AICP
Senior Planner

Subject: Ordinance Regarding Small Cell Antenna/Tower Siting in the Public Right-of-Way

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. The law sets state-wide regulations for collocation of small cell antennas located within the public right-of-way and on private commercial and industrial properties. The goal of this Act was to streamline the approval process for wireless providers who provide cellular access to the public. This specifically was geared towards the improvement of 5G networks which typically require greater use of small cell antennas in urbanized areas. The Act pre-empts local authority to regulate the siting of small cell antennas and requires that any small cell antenna collocated in accordance with the Act shall be considered a permitted use within a public right-of-way or on certain commercial or industrial properties. Additionally, the Act sets specific requirements in regards to height limitation, location, permitting process, review process, permit fees, and allowable rent.

Illinois municipalities and government organizations, including the Illinois Municipal League, have been concerned about the effects of the Small Wireless Facilities Deployment Act since it was initially introduced. Concerns continue since its adoption about the restrictions the Act places on local communities in regards to regulating location, aesthetics, rent limits, and having control over property paid for and maintained by the Village. A "trailer bill" has been proposed to reestablish more local control over small cell antenna locations and many municipalities have been looking at other legal options going forward. However, none of those options have been finalized as of the date of this memo.

The effective date of the Act was on June 1, 2018 with a two (2) month window from that date for municipalities to introduce their regulations and permitting requirements. Without approval of an ordinance by August 1, 2018, there is the chance that wireless companies would be able to

have “free reign” on new small cell antenna installations in the Village’s right-of-way with no enforceable fees or regulations in effect.

The Illinois Municipal League drafted a “model ordinance” that regulates small cell antenna collocation to the greatest extent allowed by the Act. Staff’s draft ordinance used the Illinois Municipal League’s model ordinance as a template with some minor changes. The ordinance has language that will supersede any Zoning Ordinance requirements for collocated small cell antennas in the right-of-way, but the Zoning Code restrictions will remain intact for any wireless facilities not covered by the Act. An FAQ developed by the Illinois Municipal League has also been attached for your review.

Following adoption of this ordinance, staff is planning to draft design guidelines (color, stealth requirements and consistent equipment, etc.) that can be adopted to help disguise the small cell antenna equipment in the right-of-way and formally amend the Zoning Code once it is clear the law will not change further.

REQUEST

The attached ordinance has been drafted and presented based on the recommendation of the Illinois Municipal League, Village Attorneys and Village Planning staff. It is recommended that the Community Development Committee recommend that the attached ordinance be adopted by the Village Board at the July 17, 2018 meeting to ensure that the Village meets the August 1st deadline in order to retain as much control as possible over small cell antenna siting in the public rights-of-way within the Village.





Small Wireless Facilities Frequently Asked Questions (FAQs)

June 1, 2018

Public Act 100-0585, the Small Wireless Facilities Deployment Act (the Act), previously known as Senate Bill 1451, specifies how local authorities may regulate the attachment of small wireless facilities. Following is a compilation of frequently asked questions that the Illinois Municipal League (IML) anticipates regarding this Act.

What is a small wireless facility?

A small wireless facility, commonly known as a “small cell,” enables the transmission of data and wireless communications to and from a wireless device, such as a computer, cell phone or tablet. The Act states that these small wireless facilities are critical to delivering wireless access to advanced technology, broadband and 9-1-1 services to homes, businesses and schools in Illinois.

What does the Act do?

The Act provides the regulations and process for permitting and deploying small wireless facilities throughout Illinois. It specifies how local authorities may regulate the attachment of small wireless facilities on municipal utility poles or other structures.

What happens if our municipality does not adopt an ordinance or schedule of fees prior to two months after the effective date of the Act?

In the absence of an ordinance or agreement that makes available to wireless providers the rates, fees and terms for the attachment of small wireless facilities on municipal utility poles, wireless providers may attach small wireless facilities and install utility poles on their own accord, provided they comply with the requirements of the Act.

What do we do if we begin to receive applications to attach small wireless facilities on our municipal poles before we have adopted an ordinance or a fee schedule, pursuant to the Act?

Section 15(i)(4) of the Act provides that municipalities have two months following the effective date of the Act to adopt ordinances or provide agreements consistent with the terms of the Act, and thereafter, the terms of the Act will control in the absence of an ordinance or agreement. Permit applications received prior to August 1, 2018, would be acknowledged as received on the earlier of the effective date of the ordinance adopted by the municipality or August 1, 2018.

Our municipality has already adopted the IML Small Cell Antenna/Tower Right-of-Way Siting Ordinance and/or an ordinance establishing standards for the construction of facilities on rights-of-way. What do we do about those ordinances?

The municipality should consider leaving the prior IML Small Cell Antenna/Tower Right-of-Way Siting Ordinance in effect to support any existing installations, and adopting the new Model Small Wireless Facilities Deployment Ordinance for permit applications received after adoption of the new Model Small Wireless Facilities Deployment Ordinance. As to the ordinance establishing standards for the construction of facilities on rights-of-way, municipal officials should thoroughly review the ordinance with retained legal counsel or other qualified attorney and amend as necessary to ensure compliance with the Act.



Small Wireless Facilities Frequently Asked Questions (FAQs)

June 1, 2018

Does the Act apply to requests for permits to locate on municipal property outside of the right-of-way?

The Act only requires that requests to locate on municipal property outside of the right-of-way be granted in a competitively neutral and non-discriminatory manner. If your municipality does not presently allow telecommunications carriers access to municipal property outside of the right-of-way, it need not do so.

If the community requires other right-of-way users to obtain separate permits for electric and cabling requirements for their use, are wireless providers subject to those separate permitting requirements?

Yes.

Where are the small wireless facilities permitted uses, pursuant to Section 15(c) of the Act?

Small wireless facilities are permitted uses in the right-of-way, and on property zoned exclusively for commercial or industrial use. On other property, zoning provisions apply, as do the Federal Communications Commission shot clock timelines for permitting of telecommunications facilities.

If another authority is running through the municipality, such as a county or state road/street, who has the jurisdiction to control or regulate the small wireless facilities in the right-of-way?

The unit of government that controls the right-of-way has the jurisdiction to regulate the small wireless facilities in that right-of-way.

Who can I contact if I have questions?

If you have any further questions, please feel welcome to contact:

Amelia Finch | Assistant Counsel
Illinois Municipal League
217.525.1220 phone | 217.525.7438 fax
afinch@iml.org

MUNICIPAL OFFICIALS SHOULD REVIEW THIS DOCUMENT WITH RETAINED LEGAL COUNSEL OR OTHER QUALIFIED ATTORNEY.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**ORDINANCE
NO. 2018-O-041**

**AN ORDINANCE AMENDING TITLE IX ENTITLED "GENERAL REGULATIONS"
AND CREATING CHAPTER 106 ENTITLED "SMALL WIRELESS FACILITIES"
PERTAINING TO THE REGULATION OF SMALL WIRELESS FACILITIES**

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

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

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, 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. 2018-O-041

**AN ORDINANCE AMENDING TITLE IX ENTITLED “GENERAL REGULATIONS”
AND CREATING CHAPTER 106 ENTITLED “SMALL WIRELESS FACILITIES”
PERTAINING TO THE REGULATION OF SMALL WIRELESS FACILITIES**

WHEREAS, Section 6(a) of Chapter 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 Chapter 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 General Assembly has recently enacted Public Act 100-0585, known as the Small Wireless Facilities Deployment Act (“Act”), which became effective on June 1, 2018; and

WHEREAS, the Village of Tinley Park (“Village”) is authorized, under existing State and federal law, to enact appropriate regulations and restrictions relative to small wireless facilities, distributed antenna systems and other personal wireless telecommunication facility installations in the public right-of-way as long as it does not conflict with State and federal law; and

WHEREAS, the Act sets forth the requirements for the collocation of small wireless facilities by local authorities; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village and its residents to amend certain sections Title IX of the Village Code by creating Chapter 106; and

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

SECTION ONE: That the Village hereby incorporates all of the recitals above into this Ordinance as if fully set forth herein.

SECTION TWO: That Title IX entitled “GENERAL REGULATIONS” of the Tinley Park Village Code is hereby amended by creating Chapter 106 “SMALL WIRELESS FACILITIES” and adding the following underlined language:

CHAPTER 106: SMALL WIRELESS FACILITIES

Section

106.01	Purpose and Scope.
106.02	Definitions.
106.03.	Regulation of Small Wireless Facilities.
106.04	Collocation Requirements and Conditions.
106.05	Application Fees.
106.06	Exceptions to Applicability.
106.07	Pre-Existing Agreements.
106.08	Annual Recurring Rate.
106.09	Abandonment.
106.10	Dispute Resolution.
106.11	Indemnification.
106.12	Insurance.
106.13	Severability.

§106.01 PURPOSE AND SCOPE.

(a) **Purpose.** The purpose of this Chapter is to establish regulations, standards, and procedures for the siting and collocation of small wireless facilities on rights-of-way within the Village's jurisdiction, or outside the rights-of-way on property zoned by the Village exclusively for commercial or industrial use, in a manner that is consistent with the Small Wireless Facilities Deployment Act.

(b) **Conflicts with Other Chapters.** This Chapter supersedes all Chapters or parts of Chapters adopted prior hereto that are in conflict herewith, to the extent of such conflict.

(c) **Conflicts with State and Federal Laws.** In the event that applicable federal or State laws or regulations conflict with the requirements of this Chapter, the wireless provider shall comply with the requirements of this Chapter to the maximum extent possible without violating federal or State laws or regulations.

§106.02 DEFINITIONS.

The following words, terms, and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Chapter, except when the context clearly indicates a different meaning. Any term not defined in this Chapter shall have the meaning ascribed to it in 92. Ill. Admin. Code 530.30, unless the context clearly requires otherwise.

For the purposes of this Chapter, the following terms shall have the following meanings:

Antenna means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable codes means uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes, including the National Electric Safety Code.

Applicant means any person who submits an application and is a wireless provider.

Application means a request submitted by an applicant to the Village for a permit to collocate small wireless facilities, and a request that includes the installation of a new utility pole for such collocation, as well as any applicable fee for the review of such application.

Collocate or collocation means to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

Communications service means cable service, as defined in 47 U.S.C. 522(6), as amended; information service, as defined in 47 U.S.C. 153(24), as amended; telecommunications service, as defined in 47 U.S.C. 153(53), as amended; mobile service, as defined in 47 U.S.C. 153(53), as amended; or wireless service other than mobile service.

Communications service provider means a cable operator, as defined in 47 U.S.C. 522(5), as amended; a provider of information service, as defined in 47 U.S.C. 153(24), as amended; a telecommunications carrier, as defined in 47 U.S.C. 153(51), as amended; or a wireless provider.

FCC means the Federal Communications Commission of the United States.

Fee means a one-time charge.

Historic district or historic landmark means a building, property, or site, or group of buildings, properties, or sites that are either (i) listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the National Register, in accordance with Section VI.D.1.a.i through Section VI.D.1.a.v of the Nationwide Programmatic Agreement codified at 47 CFR Part 1, Appendix C; or (ii) designated as a locally landmarked building, property, site, or historic district by an Chapter adopted by the Village pursuant to a preservation program that meets the requirements of the Certified Local Government Program of the Illinois State Historic Preservation Office or where such certification of the preservation program by the Illinois State Historic Preservation Office is pending.

Law means a federal or State statute, common law, code, rule, regulation, order, or local Ordinance or resolution.

Micro wireless facility means a small wireless facility that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and that has an exterior antenna, if any, no longer than 11 inches.

Municipal utility pole means a utility pole owned or operated by the Village in public rights-of-way.

Permit means a written authorization required by the Village to perform an action or initiate, continue, or complete a project.

Person means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization.

Public safety agency means the functional division of the federal government, the State, a unit of local government, or a special purpose district located in whole or in part within this State, that provides or has authority to provide firefighting, police, ambulance, medical, or other emergency services to respond to and manage emergency incidents.

Rate means a recurring charge.

Right-of-way means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, or utility easement dedicated for compatible use. Right-of-way does not include Village-owned aerial lines.

Small wireless facility means a wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than 6 cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

Utility pole means a pole or similar structure that is used in whole or in part by a communications service provider or for electric distribution, lighting, traffic control, or a similar function.

Wireless facility means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes small wireless facilities. Wireless facility does not include: (i) the structure or improvements on, under, or within which the equipment is collocated; or (ii) wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

Wireless infrastructure provider means any person authorized to provide telecommunications service in the State that builds or installs wireless communication transmission equipment, wireless

facilities, wireless support structures, or utility poles and that is not a wireless services provider but is acting as an agent or a contractor for a wireless services provider for the application submitted to the Village.

Wireless provider means a wireless infrastructure provider or a wireless services provider.

Wireless services means any services provided to the general public, including a particular class of customers, and made available on a nondiscriminatory basis using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided using wireless facilities.

Wireless services provider means a person who provides wireless services.

Wireless support structure means a freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or other existing or proposed structure designed to support or capable of supporting wireless facilities. Wireless support structure does not include a utility pole.

§106.03 REGULATION OF SMALL WIRELESS FACILITIES.

(a) Permitted Use. Small wireless facilities shall be classified as permitted uses and subject to administrative review, except as provided in paragraph (9) regarding Height Exceptions or Variances, but not subject to zoning review or approval if they are collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use.

(b) Permit Required. An applicant shall obtain one or more permits from the Village to collocate a small wireless facility. An application shall be received and processed, and permits issued shall be subject to the following conditions and requirements:

1. Application Requirements. A wireless provider shall provide the following information to the Village, together with the Village's Small Cell Facilities Permit Application, as a condition of any permit application to collocate small wireless facilities on a utility pole or wireless support structure:

a. Site specific structural integrity and, for a municipal utility pole, 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; and

f. Certification that the collocation complies with the Collocation Requirements and Conditions contained herein, to the best of the applicant's knowledge.

g. In the event that the proposed small wireless facility is to be attached to an existing pole owned by an entity other than the Village, the wireless provider shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation.

2. Application Process. The Village shall process applications as follows:

a. The first completed application shall have priority over applications received by different applicants for collocation on the same utility pole or wireless support structure.

b. An application to collocate a small wireless facility on an existing utility pole or wireless support structure, or replacement of an existing utility pole or wireless support structure shall be processed on a nondiscriminatory basis and shall be deemed approved if the Village fails to approve or deny the application within 90 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the Village in writing of its intention to invoke the deemed approved remedy no sooner than 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 the Village. The receipt of the deemed approved notice shall not preclude the Village's denial of the permit request within the time limits as provided under this Chapter.

c. An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed on a nondiscriminatory basis and deemed approved if the Village fails to approve or deny the application within 120 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the Village in writing of its intention to invoke the deemed approved remedy no sooner than 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 the Village. The receipt of the deemed approved notice shall not preclude the Village's denial of the permit request within the time limits as provided under this Chapter.

- d. The Village shall deny an application which does not meet the requirements of this Chapter.

If the Village determines that applicable codes, Ordinances or regulations that concern public safety, or the Collocation Requirements and Conditions contained herein require that the utility pole or wireless support structure be replaced before the requested collocation, approval shall be conditioned on the replacement of the utility pole or wireless support structure at the cost of the provider.

The Village shall document the basis for a denial, including the specific code provisions or application conditions on which the denial is based, and send the documentation to the applicant on or before the day the Village denies an application.

The applicant may cure the deficiencies identified by the Village and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. The Village shall approve or deny the revised application within 30 days after the applicant resubmits the application or it is deemed approved. Failure to resubmit the revised application within 30 days of denial shall require the applicant to submit a new application with applicable fees, and recommencement of the Village's review period.

The applicant must notify the Village in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the revised application.

Any review of a revised application shall be limited to the deficiencies cited in the denial. However, this revised application 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. Pole Attachment Agreement. Within 30 days after an approved permit to collocate a small wireless facility on a municipal utility pole, the Village and the applicant shall enter into a Master Pole Attachment Agreement, provided by the Village for the initial collocation on a municipal utility pole by the application. For subsequent approved permits to collocate on a small wireless facility on a municipal utility pole, the Village and the applicant shall enter into a License Supplement of the Master Pole Attachment Agreement.

3. Completeness of Application. Within 30 days after receiving an application, the Village shall determine whether the application is complete and notify the applicant. If an application is incomplete, the Village must specifically identify the missing information. An application shall be deemed complete if the Village fails to provide notification to the applicant within 30 days after all documents, information and fees specifically enumerated in the Village's permit application form are submitted by the applicant to the Village.

Processing deadlines are tolled from the time the Village sends the notice of incompleteness to the time the applicant provides the missing information.

4. Tolling. The time period for applications may be further tolled by:

- a. An express written agreement by both the applicant and the Village; or
- b. A local, State or federal disaster declaration or similar emergency that causes the delay.

5. Consolidated Applications. An applicant seeking to collocate small wireless facilities within the jurisdiction of the Village shall be allowed, at the applicant's discretion, to file a consolidated application and receive a single permit for the collocation of up to 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, the Village 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. The Village may issue separate permits for each collocation that is approved in a consolidated application.

6. Duration of Permits. The duration of a permit shall be for a period of not less than 5 years, and the permit shall be renewed for equivalent durations unless the Village makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable Village codes or any provision, condition or requirement contained in this Chapter.

If the Act is repealed as provided in Section 90 therein, renewals of permits shall be subject to the applicable Village code provisions or regulations in effect at the time of renewal.

7. Means of Submitting Applications. Applicants shall submit applications, supporting information and notices to the Village by personal delivery at the Village's designated place of business, by regular mail postmarked on the date due or by any other commonly used means, including electronic mail.

§106.04 COLLOCATION REQUIREMENTS AND CONDITIONS.

1. Public Safety Space Reservation. The Village may reserve space on municipal utility poles for future public safety uses, for the Village's electric utility uses, or both, but a reservation of space may not preclude the collocation of a small wireless facility unless the Village reasonably determines that the municipal utility pole cannot accommodate both uses.

2. Installation and Maintenance. The wireless provider 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 Chapter. The wireless provider 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.

3. No interference with public safety communication frequencies. The wireless provider's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications.

A wireless provider 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 the wireless provider has been given written notice of the interference by the public safety agency, the wireless provider, at its own expense, shall remedy the interference 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.

The Village may terminate a permit for a small wireless facility based on such interference if the wireless provider is not in compliance with the Code of Federal Regulations cited in the previous paragraph. Failure to remedy the interference as required herein shall constitute a public nuisance.

4. The wireless provider shall not collocate small wireless facilities on Village utility poles that are part of an electric distribution or transmission system within the communication worker safety zone of the pole or the electric supply zone of the pole.

However, the antenna and support equipment of the small wireless facility may be located in the communications space on the Village utility pole and on the top of the pole, if not otherwise unavailable, if the wireless provider complies with applicable codes 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.

5. The wireless provider shall comply with all applicable codes and local code provisions or regulations that concern public safety.

6. The wireless provider shall comply with written design standards that are generally applicable for decorative utility poles, or reasonable stealth, concealment and aesthetic requirements that are set forth in a Village Ordinance, written policy adopted by the Village, a comprehensive plan or other written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district.

7. Alternate Placements. Except as provided in this Collocation Requirements and Conditions Chapter, a wireless provider shall not be required to collocate small wireless facilities on any specific utility pole, or category of utility poles, or be required to collocate multiple antenna systems on a single utility pole. However, with respect to an application for the collocation of a small wireless facility associated with a new utility pole, the Village may propose that the small wireless facility be collocated on an existing utility pole or existing wireless support structure

within 100 feet of the proposed collocation, which the applicant shall accept if it has the right to use the alternate structure on reasonable terms and conditions, and the alternate location and structure does not impose technical limits or additional material costs as determined by the applicant.

If the applicant refuses a collocation proposed by the Village, the applicant shall provide written certification describing the property rights, technical limits or material cost reasons the alternate location does not satisfy the criteria in this paragraph.

8. Height Limitations. The maximum height of a small wireless facility shall be no more than 10 feet above the utility pole or wireless support structure on which the small wireless facility is collocated.

New or replacement utility poles or wireless support structures on which small wireless facilities are collocated may not exceed the higher of:

a. 10 feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted to the Village, that is located within 300 feet of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the jurisdictional boundary of the Village, provided the Village may designate which intersecting right-of-way within 300 feet of the proposed utility pole or wireless support structures shall control the height limitation for such facility; or

b. 45 feet above ground level.

9. Height Exceptions or Variances. If an applicant proposes a height for a new or replacement pole in excess of the above height limitations on which the small wireless facility is proposed for collocation, the applicant shall apply for a Variation in conformance with procedures, terms and conditions set forth in Tinley Park Zoning Ordinance.

10. Contractual Design Requirements. The wireless provider shall comply with requirements that are imposed by a contract between the Village 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.

11. Ground-mounted Equipment Spacing. The wireless provider shall comply with applicable spacing requirements in applicable codes and Ordinances concerning the location of ground-mounted equipment located in the right-of-way if the requirements include a waiver, zoning or other process that addresses wireless provider requests for exception or variance and do not prohibit granting of such exceptions or variances.

12. Undergrounding Regulations. The wireless provider shall comply with local code provisions or regulations concerning undergrounding requirements that prohibit the installation of new or the modification of existing utility poles in a right-of-way without prior approval if the requirements include a waiver, zoning or other process that addresses requests to install such new

utility poles or modify such existing utility poles and do not prohibit the replacement of utility poles.

13. Collocation Completion Deadline. Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless the Village and the wireless provider agree to extend this period or a delay is caused by make-ready work for a municipal utility pole or by the lack of commercial power or backhaul availability at the site, provided the wireless provider has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless the Village grants an extension in writing to the applicant.

§106.05 APPLICATION FEES.

1. Application fees are imposed as follows:

2. 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.

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.

3. Notwithstanding any contrary provision of State law or local Chapter, applications pursuant to this Chapter shall be accompanied by the required application fee. Application fees shall be non-refundable.

4. The Village shall not require an application, approval or permit, or require any fees or other charges, from a communications service provider authorized to occupy the rights-of-way, for:

a. routine maintenance;

b. the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if the wireless provider notifies the Village at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with section d under the Section titled Application Requirements; or

c. the installation, placement, maintenance, operation or replacement of micro wireless facilities suspended on cables that are strung between existing utility poles in compliance with applicable safety codes.

5. Wireless providers shall secure a permit from the Village to work within rights-of-way for activities that affect traffic patterns or require lane closures.

§106.06 EXCEPTIONS TO APPLICABILITY.

Nothing in this Chapter authorizes a person to collocate small wireless facilities on:

1. property owned by a private party or property owned or controlled by the Village or another unit of local government that is not located within rights-of-way, or a privately-owned utility pole or wireless support structure without the consent of the property owner;
2. property owned, leased, or controlled by a park district, forest preserve district, or conservation district for public park, recreation or conservation purposes without the consent of the affected district, excluding the placement of facilities on rights-of-way located in an affected district that are under the jurisdiction and control of a different unit of local government as provided by the Illinois Highway Code; or
3. property owned by a rail carrier registered under Section 18c-7201 of the Illinois Vehicle Code, Metra Commuter Rail or any other public commuter rail service, or an electric utility as defined in Section 16-102 of the Public Utilities Act, without the consent of the rail carrier, public commuter rail service, or electric utility. The provisions of this Chapter do not apply to an electric or gas public utility or such utility's wireless facilities if the facilities are being used, developed and maintained consistent with the provisions of subsection (i) of Section 16-108.5 of the Public Utilities Act.
4. For the purposes of this Chapter, "public utility" has the meaning given to that term in Section 3-105 of the Public Utilities Act. Nothing in this Chapter shall be construed to relieve any person from any requirement (a) to obtain a franchise or a State-issued authorization to offer cable service or video service or (b) to obtain any required permission to install, place, maintain, or operate communications facilities, other than small wireless facilities subject to this Chapter.

§106.07 PRE-EXISTING AGREEMENTS.

Existing agreements between the Village and wireless providers that relate to the collocation of small wireless facilities in the right-of-way, including the collocation of small wireless facilities on Village utility poles, that are in effect on July 1, 2018, remain in effect for all small wireless facilities collocated on the Village's utility poles pursuant to applications submitted to the Village before July 1, 2018, subject to applicable termination provisions contained therein. Agreements entered into after July 1, 2018, shall comply with this Chapter.

A wireless provider that has an existing agreement with the Village on the effective date of the Act may accept the rates, fees and terms that the Village makes available under this Chapter for the collocation of small wireless facilities or the installation of new utility poles for the collocation of small wireless facilities that are the subject of an application submitted two or more years after the effective date of the Act by notifying the Village that it opts to accept such rates, fees and terms. The existing agreement remains in effect, subject to applicable termination provisions, for the small wireless facilities the wireless provider has collocated on the Village's utility poles pursuant to applications submitted to the Village before the wireless provider provides such notice and exercises its option under this paragraph.

§106.08 ANNUAL RECURRING RATE.

A wireless provider shall pay to the Village an annual recurring rate to collocate a small wireless facility on a Village utility pole located in a right-of-way that equals (i) \$200 per year or (ii) the actual, direct and reasonable costs related to the wireless provider's use of space on the Village utility pole. If the Village has not billed the wireless provider actual and direct costs, the fee shall be \$200 payable on the first day after the first annual anniversary of the issuance of the permit or notice of intent to collocate, and on each annual anniversary date thereafter.

§106.09 ABANDONMENT.

A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned. The owner of the facility shall remove the small wireless facility within 90 days after receipt of written notice from the Village notifying the wireless provider of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by the Village to the owner at the last known address of the wireless provider. If the small wireless facility is not removed within 90 days of such notice, the Village may remove or cause the removal of such facility pursuant to the terms of its pole attachment agreement for municipal utility poles or through whatever actions are provided for abatement of nuisances or by other law for removal and cost recovery.

A wireless provider shall provide written notice to the Village if it sells or transfers small wireless facilities within the jurisdiction of the Village. Such notice shall include the name and contact information of the new wireless provider.

§106.10 DISPUTE RESOLUTION.

The Circuit Court of Cook, or Will County depending on the site location that is subject to dispute, shall have exclusive jurisdiction to resolve all disputes arising under the Small Wireless Facilities Deployment Act. Pending resolution of a dispute concerning rates for collocation of small wireless facilities on municipal utility poles within the right-of-way, the Village shall allow the collocating person to collocate on its poles at annual rates of no more than \$200 per year per municipal utility pole, with rates to be determined upon final resolution of the dispute.

§106.11 INDEMNIFICATION.

A wireless provider shall indemnify and hold the Village 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 the Village improvements or right-of-way associated with such improvements by the wireless provider or its employees, agents, or contractors arising out of the rights and privileges granted under this Chapter and the Act. A wireless provider 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 the Village or its employees or agents. A wireless provider shall further waive

any claims that they may have against the Village with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

§106.12 INSURANCE.

The wireless provider shall carry, at the wireless provider'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 the Village improvements or rights-of-way to afford minimum protection limits consistent with its requirements of other users of Village improvements or rights-of-way, including coverage for bodily injury and property damage.

The wireless provider shall include the Village as an additional insured on the commercial general liability policy and provide certification and documentation of inclusion of the Village in a commercial general liability policy prior to the collocation of any wireless facility.

A wireless provider may self-insure all or a portion of the insurance coverage and limit requirement required by the Village. A wireless provider that self-insures is not required, to the extent of the self-insurance, to comply with the requirement for the name of additional insureds under this Chapter. A wireless provider that elects to self-insure shall provide to the Village evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage limits required by the Village.

§106.13 SEVERABILITY.

If any provision of this Chapter or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Chapter that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Chapter is severable.

SECTION THREE: If any provision of this Ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

SECTION FOUR: Where the conditions imposed by any provisions of this Ordinance are more restrictive than comparable provisions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Ordinance will govern.

SECTION FIVE: The Village Clerk shall publish this Ordinance in pamphlet form.

SECTION SIX: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED THIS 17th day of July 2018.

AYES:

NAYS:

ABSENT:

APPROVED THIS 17th day of July 2018.

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. 2018-O-041, "AN ORDINANCE AMENDING TITLE IX ENTITLED "GENERAL REGULATIONS" AND CREATING CHAPTER 106 ENTITLED "SMALL WIRELESS FACILITIES" PERTAINING TO THE REGULATION OF SMALL WIRELESS FACILITIES," which was adopted by the President and Board of Trustees of the Village of Tinley Park on July 17, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of July, 2018.

KRISTIN A. THIRION, VILLAGE CLERK



Interoffice Memo

Date: July 13, 2018

To: Village Board

From: David Niemeyer, Village Manager *DN*

cc: Village Board
Pat Carr, Assistant Village Manager
Paula Wallrich, Interim Community Development Director
Patrick Connelly, Village Attorney

Subject: GovTemp Community Development Director

It is recommended that the Village renew the Professional Services Agreement with GovTemps that expires July 31, 2018 to fill the position of Interim Community Development Director providing for management and staffing coverage. Entering into this contract will allow the Community Development Department to continue to provide excellent service while the Village hires a new permanent director. The current agreement runs through July 31, 2018. The Village has previously utilized the services of GovTemps USA, LLC and has been pleased with their services and the staffing candidates they have offered. GovTemps will be paid \$95.62 per hour, however, the Interim Community Development Director (Paula Wallrich) will be paid \$68.30 per hour by GovTemps (this is a 2.5% increase from last year).

As you know, we recently hired Kimberly Clarke as Planning Manager with the intention of having her eventually take on the role of Community Development Director. At that time Paula would revert back to a 32 per hour week role at a different hourly rate than she had before she became Acting Director. Therefore, the current contract is written as only a 6 month contract, however there is the ability to extend this for 6 months if so desired.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2018-R-042**

**A RESOLUTION AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES
AGREEMENT WITH GOVTEMPSUSA, LLC FOR PROVISION OF AN INTERIM
COMMUNITY DEVELOPMENT DIRECTOR**

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

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

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

RESOLUTION NO. 2018-R-042

A RESOLUTION AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH GOVTEMPSUSA, LLC FOR PROVISION OF AN INTERIM COMMUNITY DEVELOPMENT DIRECTOR

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Professional Services Agreement with GovTempsUSA, LLC, a true and correct copy of such Professional Services 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 ____ day of _____, 20____, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 20____, by the President of the Village of Tinley Park.

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. 2018-R-042, "A RESOLUTION AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH GOVTEMPSUSA, LLC FOR PROVISION OF AN INTERIM COMMUNITY DEVELOPMENT DIRECTOR," 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 _____ 2018.

KRISTIN A. THIRION, VILLAGE CLERK

EXHIBIT 1

AGREEMENT WITH GOVTEMPSUSA, LLC

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made this 1st day of August 2018 ("Effective Date") by and between **GOVTEMPSUSA, LLC**, an Illinois limited liability company ("GovTemps"), and **Village of Tinley Park, IL** (the "Municipality") (GovTemps and the Municipality may be referred to herein individually as "Party" and collectively as the "Parties")

RECITALS

The Municipality desires to lease certain employees of GovTemps to assist the Municipality in its operations and GovTemps desires to lease certain of its employees to the Municipality on the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, and other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the Parties, the Parties hereby agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Worksite Employee. The Municipality hereby agrees to engage the services of GovTemps to provide, and GovTemps hereby agrees to supply to the Municipality, the personnel fully identified on **Exhibit A** hereto, hereinafter the "Worksite Employee." **Exhibit A** to this Agreement shall further identify the employment position and/or assignment ("Assignment") the Worksite Employee shall fill at the Municipality and shall further identify the base compensation for each Worksite Employee, as of the effective date of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both GovTemps and the Municipality. GovTemps shall have the sole authority to assign and/or remove the Worksite Employee, provided, however, that the Municipality may request, in writing, that GovTemps remove or reassign the Worksite Employee, such request shall not be unreasonably denied by GovTemps. The Parties hereto understand and acknowledge that the Worksite Employee shall be subject to the Municipality's day-to-day supervision. If the Worksite Employee is removed from the Municipality after consultation between the parties, then the Agreement shall be terminated.

Section 1.02. Independent Contractor. GovTemps and the Worksite Employee are and shall remain independent contractors, and not an employee, agent, partner of, or joint venture with, the Municipality. GovTemps and the Worksite Employee shall have no authority to bind the Municipality to any commitment, contract, agreement or other obligation without the Municipality's express written consent.

SECTION 2

SERVICES AND OBLIGATIONS OF GOVTEMPS AND MUNICIPALITY

Section 2.01. Payment of Wages. GovTemps shall timely pay the wages and related payroll taxes of the Worksite Employee from GovTemps own account in accordance with federal and Illinois law and GovTemps standard payroll practices. GovTemps shall withhold from such wages all applicable taxes and other deductions elected by the Worksite Employee. GovTemps shall timely forward all deductions to the appropriate recipient as required by law. The Municipality hereby acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Municipality agrees to cooperate with any such financial entity to ensure timely payment of (i) wages and related payroll taxes pursuant to this Section 2.01, and (ii) Fees pursuant to Section 3.03.

Section 2.02. Workers' Compensation. To the extent required by applicable law, GovTemps shall maintain and administer workers' compensation, safety and health programs. GovTemps shall maintain in effect workers' compensation coverage covering all Worksite Employee and complete and file all required workers' compensation forms and reports.

Section 2.03. Employee Benefits. At no time shall the Village be required to pay any amount in addition to the fees set forth in Section 3.01 of and Exhibit A to this Agreement, as amended. The Worksite Employee shall not be considered an employee of the Village and shall not be entitled to any of the various fringe benefits provided by the Village to its employees.

Section 2.04. Vacation, Sick and Personal Leave. The Worksite Employee shall not be entitled to any paid leave during his or her placement with the Village. The Village shall not be charged any fees for any time the Worksite Employee misses work, provided that the Village notifies GovTemps of such absence(s).

Section 2.05. Maintenance and Retention of Payroll and Benefit Records. GovTemps shall maintain complete records of all wages and benefits paid and personnel actions taken by GovTemps in connection with the Worksite Employee, shall retain control of such records at such GovTemps location as shall be determined solely by GovTemps, and shall make such records available as required by applicable federal, state or local laws.

Section 2.06. Other Obligations of GovTemps. GovTemps shall be responsible for compliance with any federal, state and local law that may apply to its Worksite Employee(s).

Section 2.07. Direction and Control. The Parties agree and acknowledge that the Municipality has the right of direction and control over the Worksite Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Worksite Employee shall be supervised, directly and indirectly, and exclusively by the Municipality's supervisory and managerial employees.

Section 2.08. Obligations of the Municipality. As part of the employee leasing relationship, the Municipality hereby covenants, agrees and acknowledges:

(a) The Municipality shall comply with OSHA and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Worksite Employee or to his or her place of work. The Municipality shall provide and ensure use of all personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule. GovTemps and GovTemps insurance carriers shall have the right to inspect the Municipality's premises, with the prior consent of the Municipality, to ensure that the Worksite Employee is not exposed to an unsafe work place. In no way shall GovTemps rights under this paragraph affect the Municipality's obligations to the Worksite Employee under applicable law or to GovTemps under this Agreement;

(b) With respect to the Worksite Employee, the Municipality shall comply with all applicable employment-related laws and regulations as may be applicable, including and, without limitation, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, the Illinois State Constitution, the Illinois Human Rights Act, and any other federal, state or local law, statute, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of employees;

(c) The Municipality shall retain the right to exert sufficient direction and control over the Worksite Employee as is necessary to conduct the Municipality's business and operations, without which, the Municipality would be unable to conduct its business, operation or comply with any applicable licensure, regulatory or statutory requirements;

(d) The Municipality shall not have the right to have remove or reassign the Worksite Employee unless mutually agreed to in writing by GovTemps and the Municipality in accordance with Section 1.01;

(e) The Municipality agrees that the Municipality shall pay no wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Worksite Employee;

(f) The Municipality shall report to GovTemps any injury to any Worksite Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If a Worksite Employee is injured in the course of performing services for the Municipality, the Municipality and GovTemps shall follow the procedures and practices regarding injury claims and reporting, as determined by GovTemps. Upon receipt of notification from GovTemps or its insurance carrier that an injured Worksite Employee is able to return to work and perform "light duty," the Municipality may, but is not required to, make available an appropriate light duty work assignment for such Worksite Employee; and

(g) The Municipality shall report all on-the-job illnesses, accidents and injuries of the Worksite Employee to GovTemps within twenty-four (24) hours following notification of said injury by employee or employee's representative.

SECTION 3 FEES PAYABLE TO GOVTEMPS

Section 3.01. Fees. The Municipality hereby agrees to pay GovTemps fees for the services provided under this Agreement in the amount of the base compensation as fully identified on **Exhibit A**, as amended. Fees shall not become due until the Worksite Employee is placed with the Municipality and actually begins working. Fees shall be paid for the actual days worked by the Worksite Employee.

Section 3.02. Increase in Fees. GovTemps may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes when they become effective.

Section 3.03. Payment Method. Following the close of each month during the term of this Agreement, GovTemps shall provide the Municipality a written invoice for the fees owed by the Municipality pursuant to this Agreement for the prior month. Within thirty (30) days following receipt of such invoice, the Municipality shall pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance. The Municipality shall maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. At a minimum, the Policies shall insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

At all times during the term of this Agreement, GovTemps shall procure and maintain insurance to protect GovTemps from claims arising out of Commercial General Liability and Professional Liability, with minimum coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate.

Section 4.02. Certificate of Insurance. Upon request, either party shall provide the other with one or more Certificates of Insurance, verifying the Municipality's compliance with the provisions of Section 4.01.

Section 4.03. Automobile Liability Insurance. If the Worksite Employee drives a Municipal or personal vehicle for any reason in connection with his or her Assignment, the Municipality shall maintain in effect automobile liability insurance which shall insure the

Worksite Employee, GovTemps and the Municipality against liability for bodily injury, death and property damage.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Effective and Termination Dates. This Agreement shall become effective on August 1, 2018 and shall continue in effect thereafter for a period of six (6) months (February 1, 2019) or until it is terminated in accordance with the remaining provisions of this Section 5. This Agreement may be extended for up to an additional six (6) months (July 31, 2019) with written agreement between the parties. For the purposes of the Agreement, the date on which this Agreement expires and/or is terminated shall be referred to as the "Termination Date."

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Municipality fails to timely pay the fees required under this Agreement, GovTemps may give the Municipality notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice shall be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemps shall have the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party shall give the breaching Party notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice shall be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party shall have the right to immediately terminate the Agreement upon expiration of such remedy period.

Section 5.04. Termination of Agreement to execute Temp-to-Hire Arrangement. At the end of the term of the agreement, as outlined in Section 5.01, the Municipality may hire the Employee as a regular employee of the Municipality. If the Municipality exercises this option, the sum of two weeks gross salary is payable to GovTemps within thirty (30) days of the regular employment date. If the Municipality does not exercise the Temp-to-Hire Arrangement by the end of the contract, as outlined in Section 5.01, it agrees not to extend an offer of employment to the Employee for two years after the conclusion of this agreement. If an offer is made within two years after the conclusion of this agreement, as outlined in Section 5.01, then the two weeks gross salary fee is payable to GovTemps within thirty (30) days of the permanent employment date.

SECTION 6 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 6.01. Indemnification by GovTemps. GovTemps agrees to indemnify, defend and hold the Municipality and its related entities or their agents, representatives or employees (the "Municipality Parties") harmless from and against all claims, liabilities, damages, attorney's fees, costs and expenses ("Losses") (a) arising out of GovTemps breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemps and its related business entities, their agents, representatives, and employees, including without limitation the Worksite Employee, (the "GovTemps Parties"), taken or not taken with respect to the Worksite Employee that relate to

events or incidents occurring prior to, during or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemps or any of the GovTemps Parties.

Section 6.02. Indemnification by the Municipality. The Municipality agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses (a) arising out of the Municipality's breach of its obligations under this Agreement, (b) arising from any act or omission on the part of the Municipality or any of the Municipality Parties. Notwithstanding the foregoing, the Municipality shall have no obligations to the GovTemps Parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

Section 6.03. Indemnification Procedures. The Party that is seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 6, shall give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto; provided however that, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party shall demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 6 and (b) takes steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party shall fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Worksite Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party shall be entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section shall not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action has been materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 6.04. Survival of Indemnification Provisions. The provisions of this Section 6 shall survive the expiration or other termination of this Agreement.

SECTION 7 ADDITIONAL PROVISIONS

Section 7.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all of the Parties to this Agreement, except for changes to the fees as set forth in Section 3.01.

Section 7.02. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties hereunder without the express written consent of the other Party, which consent shall not be unreasonably withheld.

Section 7.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered via facsimile.

Section 7.04. Definitions. Terms and phrases defined in any part of this Agreement shall have the defined meanings wherever used throughout the Agreement. The terms "hereunder" and "herein" and similar terms used in this Agreement shall refer to this Agreement in its entirety and not merely to the section, subsection or paragraph in which the term is used.

Section 7.05. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding GovTemps provision of Worksite Employee to the Municipality, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the date hereof, and not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party hereto has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 7.06. Further Assurances. Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts and things reasonably necessary in connection with the performances of their obligations hereunder and to carry out the intent of the parties hereto.

Section 7.07. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number shall each be deemed to include the other.

Section 7.08. Notices. Notices given under this Agreement shall be in writing and shall either be served personally or delivered by certified first class U.S. Mail, postage prepaid and return receipt requested or by overnight delivery service. Notices also may effectively be given by transmittal over electronic transmitting devices such as Telex or facsimile machine if the Party to whom the notice is being sent has such a device in its office, provided that a complete copy of any notice shall be mailed in the same manner as required for a mailed notice.

Notices shall be deemed received at the earlier of actual receipt or three days from mailing date. Notices shall be directed to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party in accordance with this Section:

If to GovTemps:

GOVTEMPSUSA, LLC
630 Dundee Road, Suite 130
Northbrook, Illinois 60062
Attention: Michael J. Earl
Telephone: 224-261-8366
E-Mail: mearl@govhrusa.com

If to the Municipality:

Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477
Attention: David Niemeyer
Telephone: (708) 444-5010
E-Mail: dniemeyer@tinleypark.org

Section 7.09. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 7.10. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which shall continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 7.11. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 7.12. Confidentiality. Each Party shall protect the confidentiality of the other's records and information and shall not disclose confidential information without the prior written consent of the other Party, except as required by law. Each Party shall reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 7.13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

GOVTEMPSUSA, LLC,
an Illinois limited liability company

By 
Name: Joellen C. Earl
Title: President/Co-owner

MUNICIPALITY

By _____
Name: _____
Title: _____

EXHIBIT A
Worksite Employee and Base Compensation

WORKSITE EMPLOYEE: Paula Wallrich

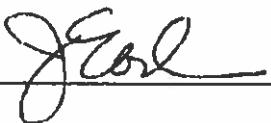
POSITION/ASSIGNMENT: Interim Community Development Director

TERM OF POSITION: August 1, 2018 – February 1, 2019

Please review section 5 of agreement for the complete terms of position. Agreement may be extended up to July 31, 2019 with written agreement of the parties.

BASE COMPENSATION: \$95.62 per hour. Estimated number of hours/week = 40. (\$143.43 = overtime rate for work in excess of 40 hours/week). Employee to be paid for only hours worked. Hours worked shall be communicated via email to payroll@govtempusa.com by the close of business on the Monday after the prior work week. The Municipality will be invoiced every other week and payment may be remitted via check or ACH.

GOVTEMPUSA, INC.:

By: 
Date: July 6, 2018

MUNICIPALITY:

By: _____
Date: _____

This Exhibit A fully replaces all Exhibits A dated prior to the date of the Company's signature above.

EXHIBIT B

Not Applicable



Interoffice Memo

Date: June 8, 2018

To: David Niemeyer, Village Manager
Pat Carr, Assistant Village Manager

From: Terry Lusby, Jr., Facilities & Fleet Superintendent

Subject: LED Street Lighting Replacement - Phase 2 Project

Presented for June 12th, 2018 Public Works Committee and Village Board Agenda discussion and possible action:

Description:

Tinley Park maintains approximately 4,000 street lights annually. As much as the rates are discounted by ComEd, the electric billing for these lights costs approximately \$250,000 annually. Along with electric billing, there is ongoing maintenance costs associated with the street lighting that varies based on multiple variables. Public Works has completed Phase One of the LED Street Lighting Replacement Project in FY 2017, which included approximately 400 street lights. The LED Street Lighting Replacement Project will continue to benefit the village in multiple ways. The benefits include but are not limited to:

- Energy consumption cut to a third of current usage.
- Consumption cost savings relate to a 7 year ROI.
- Live notification of outages (Not relying on citizen reports).
- Actual consumption reports (Not assumed by ComEd).
- Damage / Knock-down instant notification.
- Supplying manufacturer offers 10 year warranty on product.
- Reduction in maintenance requirements allow for staff to redirect toward infrastructure repairs.

Public Works requests consideration and possible action by the Village Board to award the bid and contract work as set forth in the bid documents established by Public Works and Christopher Burke Engineering.

Background:

Work consists of the removal and replacement of street lighting luminaires within the specified areas as presented in the details of the contract documents. Scope of work includes demolition and removal of existing HID type fixtures, verification that existing materials are up to current electrical code standards, necessary repairs and replacement of luminaire with specified LED type fixture. The work also includes related repairs as

necessary to complete the work. Four (4) bids were opened and read publicly on Wednesday, June 6th, 2018, at 10:01AM by the Deputy Clerk with the Facilities Superintendent and Christopher Burke Engineering present and received as follows:

Contractor	As Read & Calculated Bid
Meade Electric, McCook, IL	\$ 214,438.97
Utility Dynamics Corp., Oswego, IL	\$ 216,785.00
Edwards Electric Co., Hillside, IL	\$ 237,350.00
H & H Electric, Franklin Park, IL	\$ 252,922.10

Budget / Finance:

Funding is available in the approved FY19 Capital Projects Budget.

Base Contract Cost	=	\$ 214,438.97
Hand-Hole Covers	=	\$ 5,000.00
Replacement Fuses	=	\$ 5,000.00
Contingency 10%	=	<u>\$ 20,000.00</u>
Total		\$ 244,438.97

Staff Direction Request:

1. Approve contract with Meade Electric, of McCook, IL in the amount not to exceed \$244,438.97 for the LED Street Lighting Replacement – Phase 2 Project.
2. Direct staff as necessary.

Staff Direction Request:

1. Letter of Recommendation



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

June 6, 2018

Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, IL 60477

Attention: Mr. Terry Lusby

Subject: Bid Review
LED Street Lighting Replacement – Phase 2
Village of Tinley Park
(CBBEL Project No. 16-0373.00003)

Dear Terry:

Four bids for the subject project were received and opened on June 6, 2018 shortly after 10:00 a.m. in the Village of Tinley Park Council Chambers. The bids are summarized below and tabulated in detail on the attached spreadsheet.

COMPANY	Total Bid
Meade, Inc.	\$214,438.97
Utility Dynamics Corporation	\$216,785.00
The Edward Electric Company	\$237,350.00
H & H Electric Company	\$252,922.10
<i>Engineer's Opinion of Probable Construction Cost</i>	<i>\$257,350.00</i>

Our comments are as follows:

1. All bidders submitted the required 10% Bid Bond and Certifications, and acknowledged/incorporated Addendum No. 1 in their respective bids. We believe that all four of the companies are qualified to perform the work.
2. There were no bid conditions listed on the Deviations and substitutions supplement to the Bid Form for any of the bidders.

3. CBBEL recommends that the Village award a contract in the amount of \$214,438.97 to Meade, Inc. of McCook, Illinois for the subject project who provided the lowest bid and is considered to be qualified to perform the work.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "John P. Caruso". The signature is fluid and cursive, with the first name "John" and last name "Caruso" being the most prominent parts.

John P. Caruso, PE
Head, Mechanical/Electrical Department

JPC/ds/pjb

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THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2018-R-043**

**A RESOLUTION APPROVING A CONTRACT BETWEEN VILLAGE OF TINLEY PARK AND
MEADE ELECTRIC OF MCCOOK, IL FOR LED STREET LIGHTING REPLACEMENT**

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

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

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

RESOLUTION NO. 2018-R-043

A RESOLUTION APPROVING A CONTRACT BETWEEN VILLAGE OF TINLEY PARK AND MEADE ELECTRIC OF MCCOOK, IL FOR LED STREET LIGHTING REPLACEMENT

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Meade Electric, 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 ____ day of _____, 20____, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 20____, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

MEADE ELECTRIC 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-043, "A RESOLUTION APPROVING A CONTRACT BETWEEN VILLAGE OF TINLEY PARK AND MEADE ELECTRIC OF MCCOOK, IL FOR LED STREET LIGHTING REPLACEMENT," 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 _____ 2018.

KRISTIN A. THIRION, VILLAGE CLERK



Interoffice Memo

Date: July 5, 2018

To: Kevin Workowski, Director of Public Works

From: Colby C. Zemaitis, PE, CFM, Village Engineer

Subject: FY 2019 Municipal Parking Lot Improvements

Presented for July 10, 2018 Public Works Committee discussion.

Background:

The Village maintains various public parking lots throughout the Village and contracts out the annual maintenance required to maintain the pavement.

Description:

The project entails curb and gutter removal and replacement, pavement removal and replacement and pavement markings for the 80th Avenue North Metra Lot, South Street Metra Lot and the Public Safety Building, as well as some patch work in the Village Hall parking lot.

The Village received 6 bids on July 5, 2018 for the above referenced project. The low bid was in the amount of \$443,370.20.

The Village finds these bids to be correct and in order and recommends awarding the project to D Construction, Inc. in the amount \$443,370.20

Budget/Finance:

The 2019 Village budget has the following funds available to this project:

30-57800 Commuter Parking: Metra Lot - South Street Resurface Lot - \$192,000
Carryover Commuter Parking: Metra Lot - North Lot/East Half Resurface - \$288,000
Carryover Municipal Buildings: Resurface Public Safety Building Parking Lot - \$174,000

Staff Direction Request:

1. At the July 17, 2018 Village Board meeting approve a contract with bidder D Construction, Inc. in the amount \$443,370.20 for the FY 2019 Municipal Parking Lot Improvements.
2. Direct Staff as necessary.

Attachments:

Award recommendation letter and bid tabulation





Municipal Expertise. Community Commitment.

Jennifer S. Prinz, PE CFM
Direct Line: (708) 210-5687
Email: jprinz@reltd.com

July 5, 2018

REL Project 18-R0362

Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, Illinois 60477

Attn.: Mr. Colby Zemaitis, Village Engineer

RE: FY 2019 Municipal Parking Lot Improvements

Dear Colby:

Bids were received and publicly read on Thursday July 5, 2018 at 9:31 am for the above-mentioned project and the bid results are as follows:

<u>Contractor</u>	<u>Location</u>	<u>As Read Bid</u>	<u>As Calculated Bid</u>
D Construction, Inc.	Coal City, IL	\$437,870.20	\$443,370.20
Iroquois Paving Corporation	Watseka, IL	\$465,400.95	
Gallagher Asphalt	Thornton, IL	\$487,865.53	
Austin Tyler Construction Co.	Elwood, IL	\$517,282.48	
PT Ferro	Joliet, IL	\$574,033.66	\$574,033.89
Lindahl Brothers	Bensenville, IL	\$604,485.20	
Engineer's Estimate		\$563,205.00	

We have reviewed the bids and found them to be correct and in order; therefore, at this time we would recommend that the Village award the contract to the low responsive responsible bidder D Construction, Inc. in the amount of Four Hundred Forty-Three Thousand Three Hundred Seventy Dollars and Twenty Cents (\$443,370.20).

Should there be any questions on this matter, please feel free to call me.

Respectfully yours,
ROBINSON ENGINEERING, LTD.

Jennifer S. Prinz, PE CFM,
R:\2015-2019\2018\18-R0362.TP\18-R0362 07.05.18 AWARD LTR Municipal Parking Lots.doc
JSP/pc

Encl: Bid tabulation

Xc Kevin Workowski, Director of Public Works via e-mail
John Urbanski, Assistant Director of Public Works via e-mail
Terry Lusby, Jr., Facilities Superintendent via e-mail

Tabulation of Bids
REL#18-R0362
FY 2019 Municipal Parking Lot
Improvements

Local Public Agency: Village of Tinley Park Date: 07-05-2018
County: _____ Time: _____
Section: _____ Appropriation: _____
Estimate: \$563,205.00

Attended By: Prinz, Jennifer

Item No.	Item Description	Unit	QTY	Name of Bidder:		D. Construction, Inc.		Iroquois Paving Corp.		Gallagher Asphalt Corp.	
				Address of Bidder:		1488 South Broadway Street		1889 E. US Hwy		18100 S. Indiana Avenue	
						Coal City, IL 60416		Watseka, IL 60970		Thornton, IL 60476	
				Approved Engineer's Estimate							
				Unit Price	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
35800100	PREPARATION OF BASE	SQ YD	125	\$8.00	\$1,000.00	\$5.00	\$625.00	\$0.01	\$1.25	\$1.00	\$125.00
35800200	AGGREGATE BASE REPAIR	TON	25	\$32.00	\$800.00	\$30.00	\$750.00	\$50.00	\$1,250.00	\$15.00	\$375.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	11,520	\$0.75	\$8,640.00	\$0.01	\$115.20	\$0.01	\$115.20	\$0.01	\$115.20
40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	2,800	\$82.00	\$229,600.00	\$75.00	\$210,000.00	\$78.00	\$218,400.00	\$93.00	\$260,400.00
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	SQ YD	5,500	\$5.00	\$27,500.00	\$2.55	\$14,025.00	\$3.25	\$17,875.00	\$3.80	\$20,900.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	20,200	\$5.50	\$111,100.00	\$2.65	\$53,530.00	\$3.75	\$75,750.00	\$3.40	\$68,680.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	540	\$10.00	\$5,400.00	\$6.50	\$3,510.00	\$15.00	\$8,100.00	\$20.00	\$10,800.00
44201692	CLASS D PATCHES, TYPE II, 4 INCH	SQ YD	170	\$50.00	\$8,500.00	\$40.00	\$6,800.00	\$58.00	\$9,860.00	\$65.00	\$11,050.00
44201696	CLASS D PATCHES, TYPE IV, 4 INCH	SQ YD	110	\$55.00	\$6,050.00	\$40.00	\$4,400.00	\$50.00	\$5,500.00	\$50.00	\$5,500.00
44201761	CLASS D PATCHES, TYPE I, 10 INCH	SQ YD	140	\$65.00	\$9,100.00	\$78.00	\$10,920.00	\$90.00	\$12,600.00	\$90.00	\$12,600.00
44201765	CLASS D PATCHES, TYPE II, 10 INCH	SQ YD	80	\$70.00	\$5,600.00	\$78.00	\$6,240.00	\$85.00	\$6,800.00	\$90.00	\$7,200.00
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	540	\$35.00	\$18,900.00	\$30.00	\$16,200.00	\$35.00	\$18,900.00	\$32.00	\$17,280.00
XX009049	REMOVE AND REPLACE CURB AND GUTTER (SPECIAL)	FOOT	320	\$60.00	\$19,200.00	\$36.00	\$11,520.00	\$50.00	\$16,000.00	\$55.00	\$17,600.00
78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	2,000	\$5.00	\$10,000.00	\$5.50	\$11,000.00	\$2.45	\$4,900.00	\$0.40	\$800.00
78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	26,100	\$0.90	\$23,490.00	\$1.30	\$33,930.00	\$0.42	\$10,962.00	\$0.30	\$7,830.00

Austin Tyler Construction Inc.		P.T. Ferro Construction Co.		Lindahl Brothers Inc.	
23343 S. Ridge Road		700 S. Rowell Avenue		622 E. Green Street	
Elwood, IL 60421		Joliet, IL 60434		Bensenville, IL 60106	
Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
\$0.01	\$1.25	\$0.01	\$1.25	\$4.00	\$500.00
\$16.00	\$400.00	\$95.00	\$2,375.00	\$75.00	\$1,875.00
\$0.01	\$115.20	\$0.01	\$115.20	\$0.01	\$115.20
\$89.00	\$249,200.00	\$100.00	\$280,000.00	\$103.70	\$290,360.00
\$3.45	\$18,975.00	\$5.00	\$27,500.00	\$5.50	\$30,250.00
\$4.45	\$89,890.00	\$6.00	\$121,200.00	\$5.75	\$116,150.00
\$24.00	\$12,960.00	\$23.00	\$12,420.00	\$10.00	\$5,400.00
\$54.00	\$9,180.00	\$60.00	\$10,200.00	\$60.00	\$10,200.00
\$54.00	\$5,940.00	\$80.00	\$8,800.00	\$60.00	\$6,600.00
\$110.00	\$15,400.00	\$80.00	\$11,200.00	\$150.00	\$21,000.00
\$110.00	\$8,800.00	\$80.00	\$6,400.00	\$150.00	\$12,000.00
\$50.00	\$27,000.00	\$26.50	\$14,310.00	\$40.00	\$21,600.00
\$60.00	\$19,200.00	\$50.00	\$16,000.00	\$56.00	\$17,920.00
\$2.45	\$4,900.00	\$0.30	\$600.00	\$1.00	\$2,000.00
\$0.45	\$11,745.00	\$0.27	\$7,047.00	\$0.35	\$9,135.00

Name of Bidder:				D. Construction, Inc.		Iroquois Paving Corp.		Gallagher Asphalt Corp.	
Address of Bidder:				1488 South Broadway Street		1889 E. US Hwy		18100 S. Indiana Avenue	
Approved Engineer's Estimate				Coal City, IL 60416		Watseka, IL 60970		Thornton, IL 60476	
Item No.	Item Description	Unit	QTY	Unit Price	Total	Unit Cost	Total	Unit Cost	Total
78001130	PAINT PAVEMENT MARKING - LINE 6"	FOOT	1,000	\$1.60	\$1,600.00	\$2.00	\$2,000.00	\$0.80	\$800.00
78001180	PAINT PAVEMENT MARKING - LINE 24"	FOOT	250	\$4.75	\$1,187.50	\$8.00	\$2,000.00	\$2.85	\$712.50
Z0017400	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	16	\$600.00	\$9,600.00	\$500.00	\$8,000.00	\$475.00	\$7,600.00
Z0017700	DRAINAGE & UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	3	\$1,200.00	\$3,600.00	\$1,600.00	\$4,800.00	\$1,500.00	\$4,500.00
R5001000	RUBBER ADJUSTING RINGS	EACH	28	\$75.00	\$2,100.00	\$150.00	\$4,200.00	\$50.00	\$1,400.00
R5001002	STEEL ADJUSTING RINGS	EACH	5	\$175.00	\$875.00	\$150.00	\$750.00	\$150.00	\$750.00
X0327611	REMOVE AND REINSTALL BRICK PAVER	SQ FT	1,000	\$40.00	\$40,000.00	\$12.00	\$12,000.00	\$18.15	\$18,150.00
21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	160	\$10.00	\$1,600.00	\$5.00	\$800.00	\$15.00	\$2,400.00
X2520700	SODDING, SPECIAL	SQ YD	160	\$15.00	\$2,400.00	\$15.00	\$2,400.00	\$15.00	\$2,400.00
44000600	SIDEWALK REMOVAL	SQ FT	160	\$4.00	\$640.00	\$2.75	\$440.00	\$10.00	\$1,600.00
44000100	PAVEMENT REMOVAL	SQ YD	145	\$22.50	\$3,262.50	\$15.00	\$2,175.00	\$15.00	\$2,175.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	280	\$12.00	\$3,360.00	\$8.00	\$2,240.00	\$15.00	\$4,200.00
Z0004530	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 8"	SQ YD	180	\$45.00	\$8,100.00	\$100.00	\$18,000.00	\$65.00	\$11,700.00
TOTAL:					\$563,205.00	\$443,370.20		\$465,400.95	
								\$487,865.53	

Bid Evaluation Detail Report

Austin Tyler Construction Inc.		P.T. Ferro Construction Co.		Lindahl Brothers Inc.	
23343 S. Ridge Road		700 S. Rowell Avenue		622 E. Green Street	
Elwood, IL 60421		Joliet, IL 60434		Bensenville, IL 60106	
Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
\$0.80	\$800.00	\$0.40	\$400.00	\$0.50	\$500.00
\$2.85	\$712.50	\$1.62	\$405.00	\$2.50	\$625.00
\$725.00	\$11,600.00	\$0.01	\$0.16	\$500.00	\$8,000.00
\$1,150.00	\$3,450.00	\$1,000.00	\$3,000.00	\$2,100.00	\$6,300.00
\$0.01	\$0.28	\$0.01	\$0.28	\$85.00	\$2,380.00
\$0.01	\$0.05	\$150.00	\$750.00	\$150.00	\$750.00
\$8.00	\$8,000.00	\$25.00	\$25,000.00	\$11.00	\$11,000.00
\$0.01	\$1.60	\$12.00	\$1,920.00	\$11.00	\$1,760.00
\$0.01	\$1.60	\$12.00	\$1,920.00	\$16.00	\$2,560.00
\$6.00	\$960.00	\$4.50	\$720.00	\$5.00	\$800.00
\$30.00	\$4,350.00	\$50.00	\$7,250.00	\$25.00	\$3,625.00
\$11.00	\$3,080.00	\$10.00	\$2,800.00	\$11.00	\$3,080.00
\$59.00	\$10,620.00	\$65.00	\$11,700.00	\$100.00	\$18,000.00
\$517,282.48		\$574,033.89		\$604,485.20	

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2018-R-044**

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND "D" CONSTRUCTION FOR THE 2019 MUNICIPAL PARKING LOT IMPROVEMENTS**

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

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

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

RESOLUTION NO. 2018-R-044

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND "D" CONSTRUCTION FOR THE 2019 MUNICIPAL PARKING LOT IMPROVEMENTS

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with "D" Construction, 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 ____ day of _____, 20____, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 20____, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

“D” CONSTRUCTION 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-044, "A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND "D" CONSTRUCTION FOR THE 2019 MUNICIPAL PARKING LOT IMPROVEMENTS," 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 _____ 2018.

KRISTIN A. THIRION, VILLAGE CLERK



Interoffice Memo

Date: July 5, 2018
To: Kevin Workowski, Public Works Director
From: Kelly Mulqueeney, Street Superintendent
Subject: FY2019-2021 Crack Sealing Program- Roadway and Parking Lot Maintenance

Presented for July 10, 2018 Public Works Committee Discussion

Background:

The Village contracts an annual maintenance program to seal cracks in existing streets throughout the Village. The crack filling material fills the cracks and keep most of the water out of the pavement base and sub base. When water is kept out, pavement deterioration is slowed.

Description:

The FY 2019 program consists of crack sealing up to 75 streets (14 miles). The FY 2019 Contract has the option of 2 one-year extensions at the request of the Village. The Contractor will be required to hold their FY2019 bid price for any subsequent extensions. Any contract extensions will be brought before the Board for approval.

Bids were received on Thursday July 5, 2018 and were as follows:

Denler	Mokena, IL	\$125,240.00
SKC Construction	Elgin, IL	\$180,600.00

Budget/Finance:

A total of \$185,000 in funding is available in the FY19 Budget.

Staff Direction Request:

1. At the July 17, 2018 Village Board meeting approve a contract with Denler, Inc. of Mokena, IL in an amount not to exceed \$125,240.00 for the Municipal Roadway and Parking Lot Crack Sealing Program.
2. Direct Staff as necessary.

Attachments:

1. Award recommendation letter and bid tabulation
2. Crack Sealing Location Map



Municipal Expertise. Community Commitment.

Jennifer S. Prinz, PE CFM
Direct Line: (708) 210-5687
Email: jprinz@reltd.com

July 5, 2018

REL Project 18-R0005.02

Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, Illinois 60477

Attn.: Mr. Colby Zemaitis, Village Engineer

RE: FY 2019-2021 Cracking Sealing Program- Roadway & Parking Lot Maintenance

Dear Colby:

Bids were received and publicly read on Thursday July 5, 2018 at 9:31 am for the above-mentioned project and the bid results are as follows

<u>Contractor</u>	<u>Location</u>	<u>As Read & Calculated Bid</u>
Denler	Mokena, IL	\$125,240.00
SKC Construction	Elgin, IL	\$180,600.00
<i>Engineer's Estimate</i>		\$180,000.00

We have reviewed the bids and found them to be correct and in order; therefore, at this time we would recommend that the Village award the contract to the low responsive responsible bidder Denler, Inc. in the amount of One Hundred Twenty-Five Thousand Two Hundred Forty Dollars and Zero Cents (\$125,240.00)

Should there be any questions on this matter, please feel free to call me.

Respectfully yours,
ROBINSON ENGINEERING, LTD.

A handwritten signature in black ink that reads "Jennifer S. Prinz".

Jennifer S. Prinz, PE CFM,
R:\2015-2019\2018\18-R0005.TP\18-R0005.02\18-R0005.02 AWARD LTR Cracksealing.doc
JSP/pc

Encl. Bid Tabulation

Xc Kevin Workowski, Director of Public Works via e-mail
John Urbanski, Assistant Director of Public Works via e-mail
Kelly Mulqueeney, Street Superintendent via e-mail

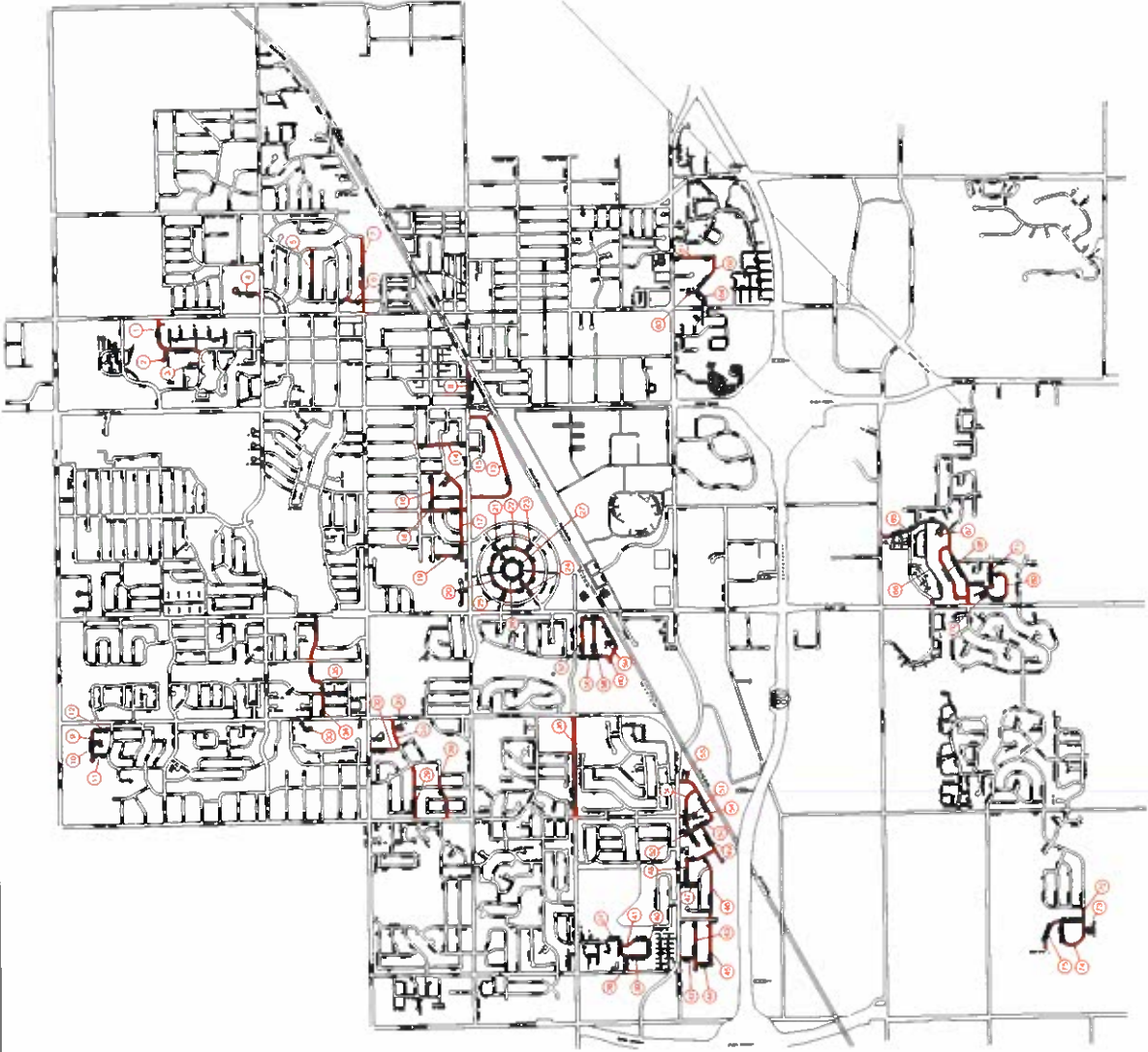
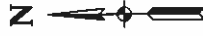


Attended By: Prinz, Jennifer

Printed 7/5/2018

VILLAGE of TINLEY PARK

FY 2019 CRACK SEALING PROGRAM (75 STREETS)



LEGEND
STREETS TO BE
CRACK SEALED

QUANTITY	UNIT	ITEM
375,000	FOOT	CRACK FILLING-ROADWAY
10,000	FOOT	CRACK FILLING-PRIVATE LOTS

* NOTE:
THE MAXIMUM QUANTITY OF CRACK SEALANT SHALL BE
AS DIRECTED BY THE CONSULTANT AND SHALL NOT BE
EXCEEDED WITHOUT PRIOR WRITTEN APPROVAL.

STREET NO.	STREET NAME	CRACK SEALING QUANTITY (FOOT)	CRACK SEALING QUANTITY (FOOT)
1	1st Street	100	100
2	2nd Street	100	100
3	3rd Street	100	100
4	4th Street	100	100
5	5th Street	100	100
6	6th Street	100	100
7	7th Street	100	100
8	8th Street	100	100
9	9th Street	100	100
10	10th Street	100	100
11	11th Street	100	100
12	12th Street	100	100
13	13th Street	100	100
14	14th Street	100	100
15	15th Street	100	100
16	16th Street	100	100
17	17th Street	100	100
18	18th Street	100	100
19	19th Street	100	100
20	20th Street	100	100
21	21st Street	100	100
22	22nd Street	100	100
23	23rd Street	100	100
24	24th Street	100	100
25	25th Street	100	100
26	26th Street	100	100
27	27th Street	100	100
28	28th Street	100	100
29	29th Street	100	100
30	30th Street	100	100
31	31st Street	100	100
32	32nd Street	100	100
33	33rd Street	100	100
34	34th Street	100	100
35	35th Street	100	100
36	36th Street	100	100
37	37th Street	100	100
38	38th Street	100	100
39	39th Street	100	100
40	40th Street	100	100
41	41st Street	100	100
42	42nd Street	100	100
43	43rd Street	100	100
44	44th Street	100	100
45	45th Street	100	100
46	46th Street	100	100
47	47th Street	100	100
48	48th Street	100	100
49	49th Street	100	100
50	50th Street	100	100
51	51st Street	100	100
52	52nd Street	100	100
53	53rd Street	100	100
54	54th Street	100	100
55	55th Street	100	100
56	56th Street	100	100
57	57th Street	100	100
58	58th Street	100	100
59	59th Street	100	100
60	60th Street	100	100
61	61st Street	100	100
62	62nd Street	100	100
63	63rd Street	100	100
64	64th Street	100	100
65	65th Street	100	100
66	66th Street	100	100
67	67th Street	100	100
68	68th Street	100	100
69	69th Street	100	100
70	70th Street	100	100
71	71st Street	100	100
72	72nd Street	100	100
73	73rd Street	100	100
74	74th Street	100	100
75	75th Street	100	100

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2018-R-045

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND DENLER INC. FOR FY 2019-FY 2020 CRACK SEALING PROGRAM ROADWAY AND
PARKING LOT MAINTENANCE**

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

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

RESOLUTION NO. 2018-R-045

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND DENLER INC. FOR FY 2019-FY 2020 CRACK SEALING PROGRAM ROADWAY AND
PARKING LOT MAINTENANCE**

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Denler Inc., 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 ____ day of _____, 20____, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 20____, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

DENLER INC. 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-045, "A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND DENLER INC. FOR FY 2019-FY 2020 CRACK SEALING PROGRAM ROADWAY AND PARKING LOT MAINTENANCE," 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 _____ 2018.

KRISTIN A. THIRION, VILLAGE CLERK



Interoffice Memo

Date: July 11, 2018

To: David Niemeyer - Village Manager
Brad Bettenhausen - Village Treasurer
Kevin Workowski - Public Works Superintendent

From: Colby C. Zemaitis, PE, CFM - Village Engineer

Subject: South Street TIF Improvements - Convention Center Parking Lot improvements

Prepared for July 10th, 2018 Public Works Committee Discussion and possible action:

Background:

The Village staff met in March to discuss potential projects in the TIF area that could be designed and constructed prior to the close out to the South Street TIF which is on December 31, 2018. One of the projects selected was improvements to the Convention Center Parking Lot.

Description:

This project will consist of curb and gutter removal and replacement, pavement patching, pavement removal and replacement as well as pavement striping.

Eight (8) bids were received on Thursday July 5, 2018 and the bid results are attached. The lowest responsible bidder was Iroquois Paving Corporation in the amount of \$383,948.90 for complete surface removal and replacement of the Main lot and complete surface and binder removal and replacement in the South lot. By doing full pavement removal in the South lot, we will be able to examine and complete repairs to any base failures and put new binder and surface course down over a solid aggregate sub base.

The bid results are attached.

Budget/Finance:

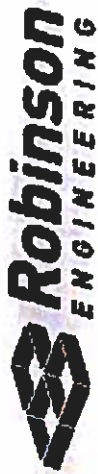
A total of \$2,035,000 in funding is available in the South Street TIF close out projects and is appropriated as such in the FY19 Budget.

Staff Direction Request:

1. Approve low bid and award project in amount not to exceed \$383,948.90 for the Convention Center Parking Lot Improvements to Iroquois Paving Corporation of Watseka, IL.
2. Direct Staff as necessary.

Attachments:

1. Bid Tab dated 7/5/18



Municipal Expertise. Community Commitment.

Tabulation of Bids

REL#: 18-R0455.01

Convention Center Parking Lot
Improvements

Local Public Agency: Village of Tinley Park Date: 07-05-2018
County: Cook Time: _____
Section: _____ Appropriation: _____
Estimate: \$551,462.00

Attended By: Prinz, Jennifer

Item No.	Item Description	Unit	QTY	Name of Bidder:				Iroquois Paving Corp.				Gallagher Asphalt Corp.				Austin Tyler Construction Inc.			
				Address of Bidder:				1889 E. US Hwy				18100 S. Indiana Avenue				23343 S. Ridge Road			
Approved Engineer's Estimate								Watseka, IL 60870				Thornton, IL 60476				Elwood, IL 60421			
				Unit Price	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total				
X2110104	TOPSOIL FURNISH AND PLACE, 4" (SPECIAL)	SQ YD	75	\$30.00	\$2,250.00	\$15.00	\$1,125.00	\$15.00	\$1,125.00	\$0.01	\$0.75	\$0.01	\$0.75						
35800100	PREPARATION OF BASE	SQ YD	2,500	\$7.00	\$17,500.00	\$0.01	\$25.00	\$2.00	\$5,000.00	\$0.01	\$25.00	\$0.01	\$25.00						
35800200	AGGREGATE BASE REPAIR	TON	840	\$34.00	\$28,560.00	\$20.00	\$16,800.00	\$1.00	\$840.00	\$16.00	\$13,440.00								
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	20,430	\$0.30	\$6,128.00	\$0.01	\$204.30	\$0.01	\$204.30	\$0.01	\$204.30	\$0.01	\$204.30						
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	9,590	\$0.20	\$1,918.00	\$0.01	\$95.90	\$0.01	\$95.90	\$0.01	\$95.90	\$0.01	\$95.90						
40803080	HOT-MIX ASPHALT BINDER COURSE IL-19.0, N50	TON	1,150	\$84.00	\$96,600.00	\$64.50	\$74,175.00	\$62.50	\$71,875.00	\$81.00	\$70,150.00								
40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	2,770	\$85.00	\$235,450.00	\$68.00	\$188,360.00	\$81.50	\$225,755.00	\$72.00	\$199,440.00								
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	16,770	\$3.00	\$50,310.00	\$1.75	\$29,347.50	\$1.60	\$26,832.00	\$2.35	\$39,408.50								
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	9,080	\$5.00	\$45,400.00	\$2.45	\$22,246.00	\$2.50	\$22,700.00	\$3.35	\$30,418.00								
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	200	\$22.60	\$4,520.00	\$14.00	\$2,800.00	\$22.00	\$4,400.00	\$15.00	\$3,000.00								
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	200	\$53.30	\$10,660.00	\$42.00	\$8,400.00	\$27.00	\$5,400.00	\$45.00	\$9,000.00								
78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	1,100	\$4.10	\$4,510.00	\$2.45	\$2,695.00	\$2.00	\$2,200.00	\$2.45	\$2,695.00								
78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	28,000	\$0.60	\$16,800.00	\$0.50	\$14,000.00	\$0.30	\$8,400.00	\$0.43	\$12,040.00								
78001130	PAINT PAVEMENT MARKING - LINE 6"	FOOT	800	\$1.40	\$1,120.00	\$0.80	\$640.00	\$0.45	\$360.00	\$0.80	\$640.00								
78001180	PAINT PAVEMENT MARKING - LINE 24"	FOOT	100	\$3.00	\$300.00	\$2.85	\$285.00	\$1.80	\$180.00	\$2.85	\$285.00								

K-Five Construction Corp.		P.T. Ferro Construction Co.		D. Construction, Inc.		J & R 1st In Asphalt, Inc.		Lindahl Brothers Inc.	
999 Oakmont Plaza Drive		700 S. Rowell Ave		1488 South Broadway Street		7659 West 98th Street		622 E. Green Street	
Westmont, IL 60559		Joliet, IL 60434		Coal City, IL 60416		Hickory Hills, IL 60457		Bensenville, IL 60106	
Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
\$20.00	\$1,500.00	\$30.00	\$2,250.00	\$10.00	\$750.00	\$36.00	\$2,700.00	\$10.00	\$750.00
\$4.00	\$10,000.00	\$3.00	\$7,500.00	\$1.10	\$2,750.00	\$2.95	\$7,375.00	\$1.50	\$3,750.00
\$0.01	\$8.40	\$0.01	\$8.40	\$26.00	\$21,840.00	\$24.75	\$20,790.00	\$35.00	\$29,400.00
\$0.01	\$204.30	\$0.01	\$204.30	\$0.01	\$204.30	\$0.38	\$7,763.40	\$0.01	\$204.30
\$0.01	\$95.90	\$0.01	\$95.90	\$0.01	\$95.90	\$0.35	\$3,356.50	\$0.01	\$95.90
\$72.00	\$82,800.00	\$72.00	\$82,800.00	\$74.00	\$85,100.00	\$67.72	\$77,878.00	\$73.00	\$83,950.00
\$80.00	\$221,600.00	\$83.00	\$229,910.00	\$74.00	\$204,980.00	\$74.15	\$205,395.50	\$84.50	\$234,065.00
\$1.75	\$29,347.50	\$3.00	\$50,310.00	\$2.25	\$37,732.50	\$4.06	\$68,086.20	\$2.75	\$46,117.50
\$2.50	\$22,700.00	\$3.75	\$34,050.00	\$2.75	\$24,970.00	\$5.17	\$46,943.60	\$5.50	\$49,940.00
\$14.00	\$2,800.00	\$13.50	\$2,700.00	\$9.00	\$1,800.00	\$10.00	\$2,000.00	\$12.00	\$2,400.00
\$41.00	\$8,200.00	\$26.00	\$5,200.00	\$35.00	\$7,000.00	\$15.00	\$3,000.00	\$46.50	\$9,300.00
\$4.00	\$4,400.00	\$0.30	\$330.00	\$5.52	\$6,072.00	\$1.30	\$1,430.00	\$1.00	\$1,100.00
\$0.37	\$10,360.00	\$0.27	\$7,560.00	\$0.44	\$12,320.00	\$0.30	\$8,400.00	\$0.35	\$9,800.00
\$0.57	\$456.00	\$0.40	\$320.00	\$0.66	\$328.00	\$0.45	\$360.00	\$0.50	\$400.00
\$2.18	\$218.00	\$1.62	\$162.00	\$2.65	\$265.00	\$2.15	\$215.00	\$2.50	\$250.00

Bid Evaluation Detail Report

Name of Bidder:		Iroquois Paving Corp.		Gallagher Asphalt Corp.		Austin Tyler Construction Inc.					
Address of Bidder:		1889 E. US Hwy		18100 S. Indiana Avenue		23343 S. Ridge Road					
Approved Engineer's Estimate		Watsika, IL 60970		Thornton, IL 60476		Elwood, IL 60421					
Item No.	Item Description	Unit	QTY	Unit Price	Total	Unit Cost	Total	Unit Cost	Total		
X0301339	REMOVE EXISTING PARKING BLOCKS	EACH	20	\$28.00	\$560.00	\$0.01	\$0.20	\$30.00	\$600.00	\$0.01	\$0.20
X0323378	CONCRETE PARKING BLOCKS	EACH	20	\$89.00	\$1,780.00	\$150.00	\$3,000.00	\$85.00	\$1,700.00	\$50.00	\$1,000.00
X2520700	SODDING, SPECIAL DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	SQ YD	75	\$33.00	\$2,475.00	\$15.00	\$1,125.00	\$15.00	\$1,125.00	\$0.01	\$0.75
Z0017400	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	25	\$450.00	\$11,250.00	\$425.00	\$10,625.00	\$325.00	\$8,125.00	\$500.00	\$12,500.00
Z0017700	DRAINAGE & UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	5	\$950.00	\$4,750.00	\$1,000.00	\$5,000.00	\$800.00	\$4,000.00	\$650.00	\$3,250.00
R5001000	RUBBER ADJUSTING RINGS	EACH	50	\$132.40	\$6,620.00	\$35.00	\$1,750.00	\$0.01	\$0.50	\$0.01	\$0.50
R5001002	STEEL ADJUSTING RINGS	EACH	10	\$200.00	\$2,000.00	\$125.00	\$1,250.00	\$0.01	\$0.10	\$0.01	\$0.10
TOTAL:				\$551,462.00	\$383,948.90	\$390,917.80		\$397,595.00			

Bid Evaluation Detail Report

K-Five Construction Corp.		P.T. Ferro Construction Co.		D. Construction, Inc.		J & R 1st In Asphalt, Inc.		Lindahl Brothers Inc.	
999 Oakmont Plaza Drive		700 S. Rowell Ave		1488 South Broadway Street		7659 West 98th Street		622 E. Green Street	
Westmont, IL 60559		Joliet, IL 60434		Coal City, IL 60416		Hickory Hills, IL 60457		Bensenville, IL 60106	
Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
\$40.00	\$800.00	\$50.00	\$1,000.00	\$55.00	\$1,100.00	\$15.00	\$300.00	\$21.00	\$420.00
\$80.00	\$1,600.00	\$80.00	\$1,600.00	\$77.00	\$1,540.00	\$65.00	\$1,300.00	\$50.00	\$1,000.00
\$30.00	\$2,250.00	\$30.00	\$2,250.00	\$22.00	\$1,650.00	\$54.00	\$4,050.00	\$30.00	\$2,250.00
\$438.00	\$10,950.00	\$0.01	\$0.25	\$500.00	\$12,500.00	\$150.00	\$3,750.00	\$500.00	\$12,500.00
\$775.00	\$3,875.00	\$1,000.00	\$5,000.00	\$1,500.00	\$7,500.00	\$250.00	\$1,250.00	\$2,100.00	\$10,500.00
\$43.00	\$2,150.00	\$0.01	\$0.50	\$150.00	\$7,500.00	\$150.00	\$7,500.00	\$85.00	\$4,250.00
\$139.00	\$1,390.00	\$150.00	\$1,500.00	\$150.00	\$1,500.00	\$250.00	\$2,500.00	\$150.00	\$1,500.00
\$417,705.10		\$434,751.35		\$439,697.70		\$476,343.20		\$503,942.70	

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2018-R-046**

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND IROQUOIS PAVING CORPORATION FOR THE TINLEY PARK CONVENTION CENTER
PARKING LOT IMPROVEMENTS**

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

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

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

RESOLUTION NO. 2018-R-046

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND IROQUOIS PAVING CORPORATION FOR THE TINLEY PARK CONVENTION CENTER
PARKING LOT IMPROVEMENTS**

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Iroquois Paving Corporation., 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 ____ day of _____, 20____, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 20____, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

IROQUOIS PAVING CORPORATION 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-046, "A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND IROQUOIS PAVING CORPORATION FOR THE TINLEY PARK CONVENTION CENTER PARKING LOT IMPROVEMENTS," 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 _____ 2018.

KRISTIN A. THIRION, VILLAGE CLERK



Interoffice Memo

Date: July 11, 2018

To: David Niemeyer - Village Manager
Brad Bettenhausen - Village Treasurer
Kevin Workowski - Public Works Superintendent

From: Colby C. Zemaitis, PE, CFM - Village Engineer

Subject: South Street TIF Improvements - 183rd Street Resurfacing

Prepared for July 10th, 2018 Public Works Committee Discussion and possible action:

Background:

The Village staff met in March to discuss potential projects in the TIF area that could be designed and constructed prior to the close out to the South Street TIF which is on December 31, 2018. One of the projects selected was the resurfacing of 183rd Street from Harlem Avenue to Oak Park Avenue.

Description:

This project will consist of curb and gutter removal and replacement, pavement patching, pavement removal and replacement as well as pavement striping.

Six (6) bids were received on Thursday July 5, 2018 and the bid results are attached. The lowest responsible bidder was Iroquois Paving Corporation in the amount of \$350,167.96.

Budget/Finance:

A total of \$2,035,000 in funding is available in the South Street TIF close out projects and is appropriated as such in the FY19 Budget.

Staff Direction Request:

1. Approve low bid and award project in amount of \$350,167.96 for the 183rd Street Resurfacing Project to Iroquois Paving Corporation of Watseka, IL.
2. Direct Staff as necessary.

Attachments:

1. Bid Tab dated 7/5/18



Case: 1:02-cv-01018
 Filed: 09/21/07
 Page: 18 of 22

Methods of Effect

Item No.	Item Description	Unit	QTY	Unit Price	Total	Unit Cost	Total	Unit Cost	Total	Unit Price	Total	Unit Cost	Total	Unit Price	Total	Unit Cost	Total	Unit Price	Total	Unit Price	Total
20000100	EARTH EXCAVATION	CU YD	25	\$3.00	\$75.00	\$4.00	\$1,000.00	\$2.00	\$50.00	\$2.00	\$50.00	\$2.00	\$50.00	\$2.00	\$50.00	\$2.00	\$50.00	\$2.00	\$50.00	\$2.00	\$50.00
20000110	PREPARED BASE	CU YD	25	\$3.00	\$75.00	\$4.00	\$1,000.00	\$2.00	\$50.00	\$2.00	\$50.00	\$2.00	\$50.00	\$2.00	\$50.00	\$2.00	\$50.00	\$2.00	\$50.00	\$2.00	\$50.00
20000120	ADDITIONAL BASE REPAIR	TON	75	\$2.00	\$150.00	\$2.00	\$1,500.00	\$2.00	\$150.00	\$2.00	\$150.00	\$2.00	\$150.00	\$2.00	\$150.00	\$2.00	\$150.00	\$2.00	\$150.00	\$2.00	\$150.00
20000130	ADDITIONAL MATERIALS PAVK	TON	12.00	\$6.00	\$72.00	\$6.00	\$720.00	\$6.00	\$72.00	\$6.00	\$72.00	\$6.00	\$72.00	\$6.00	\$72.00	\$6.00	\$72.00	\$6.00	\$72.00	\$6.00	\$72.00
20000140	ADDITIONAL BRICK PAVING	TON	1,200	\$7.00	\$8,400.00	\$7.00	\$84,000.00	\$7.00	\$8,400.00	\$7.00	\$84,000.00	\$7.00	\$8,400.00	\$7.00	\$84,000.00	\$7.00	\$8,400.00	\$7.00	\$84,000.00	\$7.00	\$84,000.00
20000150	ADDITIONAL BRICK PAVING	TON	175	\$7.00	\$1,225.00	\$7.00	\$12,250.00	\$7.00	\$77.00	\$7.00	\$77.00	\$7.00	\$77.00	\$7.00	\$77.00	\$7.00	\$77.00	\$7.00	\$77.00	\$7.00	\$77.00
20000160	ADDITIONAL BRICK PAVING	TON	2,000	\$6.00	\$12,000.00	\$6.00	\$120,000.00	\$6.00	\$12,000.00	\$6.00	\$120,000.00	\$6.00	\$12,000.00	\$6.00	\$120,000.00	\$6.00	\$12,000.00	\$6.00	\$120,000.00	\$6.00	\$120,000.00
20000170	ADDITIONAL BRICK PAVING	TON	17	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$2,890.00
20000180	ADDITIONAL BRICK PAVING	TON	15	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$2,550.00
20000190	ADDITIONAL BRICK PAVING	TON	17	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$2,890.00
20000200	ADDITIONAL BRICK PAVING	TON	15	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$2,550.00
20000210	ADDITIONAL BRICK PAVING	TON	17	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$2,890.00
20000220	ADDITIONAL BRICK PAVING	TON	15	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$2,550.00
20000230	ADDITIONAL BRICK PAVING	TON	17	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$2,890.00
20000240	ADDITIONAL BRICK PAVING	TON	15	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$2,550.00
20000250	ADDITIONAL BRICK PAVING	TON	17	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$2,890.00
20000260	ADDITIONAL BRICK PAVING	TON	15	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$2,550.00
20000270	ADDITIONAL BRICK PAVING	TON	17	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$2,890.00
20000280	ADDITIONAL BRICK PAVING	TON	15	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$2,550.00
20000290	ADDITIONAL BRICK PAVING	TON	17	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$2,890.00
20000300	ADDITIONAL BRICK PAVING	TON	15	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$2,550.00
20000310	ADDITIONAL BRICK PAVING	TON	17	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$2,890.00
20000320	ADDITIONAL BRICK PAVING	TON	15	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$2,550.00
20000330	ADDITIONAL BRICK PAVING	TON	17	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$2,890.00
20000340	ADDITIONAL BRICK PAVING	TON	15	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$2,550.00
20000350	ADDITIONAL BRICK PAVING	TON	17	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$2,890.00
20000360	ADDITIONAL BRICK PAVING	TON	15	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$2,550.00
20000370	ADDITIONAL BRICK PAVING	TON	17	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$2,890.00
20000380	ADDITIONAL BRICK PAVING	TON	15	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$2,550.00
20000390	ADDITIONAL BRICK PAVING	TON	17	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$2,890.00
20000400	ADDITIONAL BRICK PAVING	TON	15	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$2,550.00
20000410	ADDITIONAL BRICK PAVING	TON	17	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$2,890.00
20000420	ADDITIONAL BRICK PAVING	TON	15	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$2,550.00
20000430	ADDITIONAL BRICK PAVING	TON	17	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$2,890.00
20000440	ADDITIONAL BRICK PAVING	TON	15	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$2,550.00
20000450	ADDITIONAL BRICK PAVING	TON	17	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$2,890.00
20000460	ADDITIONAL BRICK PAVING	TON	15	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$2,550.00
20000470	ADDITIONAL BRICK PAVING	TON	17	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$2,890.00
20000480	ADDITIONAL BRICK PAVING	TON	15	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$2,550.00
20000490	ADDITIONAL BRICK PAVING	TON	17	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$2,890.00
20000500	ADDITIONAL BRICK PAVING	TON	15	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$2,550.00
20000510	ADDITIONAL BRICK PAVING	TON	17	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$2,890.00
20000520	ADDITIONAL BRICK PAVING	TON	15	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$2,550.00
20000530	ADDITIONAL BRICK PAVING	TON	17	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$2,890.00
20000540	ADDITIONAL BRICK PAVING	TON	15	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$2,550.00
20000550	ADDITIONAL BRICK PAVING	TON	17	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$2,890.00
20000560	ADDITIONAL BRICK PAVING	TON	15	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$2,550.00
20000570	ADDITIONAL BRICK PAVING	TON	17	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$2,890.00
20000580	ADDITIONAL BRICK PAVING	TON	15	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$2,550.00
20000590	ADDITIONAL BRICK PAVING	TON	17	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$289.00	\$17.00	\$2,890.00	\$17.00	\$2,890.00
20000600	ADDITIONAL BRICK PAVING	TON	15	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$255.00	\$17.00	\$2,550.00	\$17.00	\$2,550.00
20000610	ADDITIONAL BRICK PAVING	TON	17																		

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2018-R-047

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND IROQUOIS PAVING CORPORATION FOR THE 183RD STREET RESURFACING
PROJECT**

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

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

RESOLUTION NO. 2018-R-047

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND IROQUOIS PAVING CORPORATION FOR THE 183RD STREET RESURFACING
PROJECT**

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Iroquois Paving Corporation., 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 ____ day of _____, 20____, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 20____, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

IROQUOIS PAVING CORPORATION 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-047, “A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND IROQUOIS PAVING CORPORATION FOR THE 183RD STREET RESURFACING PROJECT,” 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 _____ 2018.

KRISTIN A. THIRION, VILLAGE CLERK



Interoffice Memo

Date: July 2, 2018

To: John Urbanski, Assistant Public Works Director

From: Jeff Cossidente, Interim Water Superintendent

Subject: RFQ Recommendation: Hydrant Painting Project

Presented for July 10, 2018 PW Committee discussion and action

Description: The Village sought a qualified contractor to prepare and paint approx.. 600 Fire Hydrants this year within the Village. A program to paint hydrants has been in place for 7 years. Hydrants in town under this program will be repainted ever 4 years.

Background: RFQs were received and open on Tuesday June 19, 2018 at 4:30 PM for the above mentioned project. The RFQs results are as follows:

<u>Contractor:</u>	<u>Location</u>	<u>Bid</u>
Cryder Enterprises	Minooka, IL	\$49,800.00
Alpha Paintworks, Inc.	Chicago, IL	\$52,800.00
Village's Estimate		\$50,000.00

Budget/ Finance: Funding in the amount of \$50,000.00 is available in approved FY18 Budget. Other Contractual Services.

Budget Available	\$50,000.00
Lowest RFQ Cost	<u>\$49,800.00</u>
Difference is under Budget	\$200.00

Staff Direction Request: Approve a contract with Cryder Enterprises in the amount not to exceed \$50,000 to paint fire hydrants during FY1019.

Attachments:

1. RFQ Bid Tab



Request for Qualifications
RFQ # 2018-RFP-006: Fire Hydrant Painting
June 19th, 2018 @ 4:30 pm
Village Hall

Bid Tab

Date Prepared: 20-Jun-18
 Prepared by: CCZ
 Last Revised: 25-Jun-18

Bid Tab					Cryder Enterprises, Inc. 17160 Brisbin Road Minooka, IL 60447		Alpha Paintworks, Inc. 6316 N. Cicero Avenue Chicago, IL 60646	
		UNIT	PRICE	QUANTITY	EXTENSION	PRICE	EXTENSION	
	Fire Hydrant Painting	Each	\$ 85.00	600	\$ 51,000.00	\$83.00	\$ 49,800.00	
	TOTAL \$				51,000.00	TOTAL=	\$ 49,800.00	
						TOTAL=	\$ 52,800.00	

July 2, 2018

Mayor and Trustees
Village of Tinley Park
16250 South Oak Park Ave
Tinley Park, IL 60477

Subject: Village of Tinley Park - Fire Hydrant Painting Program - 2018 - RFQ - 006

Dear Mayor and Trustees,

Qualifications packets were received for the Project on June 19, 2018 at 4:30PM from the following firms:

- Alpha Paintworks, Inc., Chicago, IL
- Cryder Enterprises, Inc., Minooka, IL

Qualifications were evaluated based on the level of creativity, differentiation, and measurability of four categories:

1. Scope of Work, Project Approach, and Project Management;
2. Experience of Key Personnel and Firm;
3. Pricing;
4. Client List and References.

We have analyzed each of the submittals and find Cryder Enterprises, Inc. to be both the highest qualified and the lowest priced firm. We recommend the Village negotiate a professional services agreement with Cryder Enterprises, Inc.

Please advise us of your decision.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Sean O'Dell, P.E.
Vice President

SEO:lms

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2018-R-048

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND CRYDER ENTERPRISES FOR THE FIRE HYDRANT PAINTING PROGRAM**

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

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

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

RESOLUTION NO. 2018-R-048

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND CRYDER ENTERPRISES FOR THE FIRE HYDRANT PAINTING PROGRAM**

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Cryder Enterprises, 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 ____ day of _____, 20____, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 20____, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

CRYDER ENTERPRISES 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-048, "A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CRYDER ENTERPRISES FOR THE FIRE HYDRANT PAINTING PROGRAM," 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 _____ 2018.

KRISTIN A. THIRION, VILLAGE CLERK



Interoffice Memo

Date: July 6, 2018

To: John Urbanski, Assistant Public Works Director

From: Jeff Cossidente, Interim Water Superintendent

Subject: RFQ Recommendation: Water Assessment Program

Presented for June 10, 2018 PW Committee discussion and action

Description: The Village sought a qualified contractor to do a water assessment of our water system which includes the following services:

Fire Hydrant Maintenance, which they go out and inspect a portion of our hydrants for problems.

Fire Hydrant Flow Testing, is for fire rating, volume of water and pressure coming from hydrant.

Water System Leak Survey, this is for finding leaks in our water system that are not visible.

Valve Exercising, this is where all valves in water system are exercised and checked.

Background: RFQs were received and open on Tuesday June 19, 2018 at 4:30 PM for the above mentioned project. The RFQs results are as follows:

<u>Contractor:</u>	<u>Location</u>	<u>Bid</u>
M.E. Simpson Co.	Valparaiso, In	\$149,300.00
National Power Rodding	Chicago, IL	\$337,373.00

Village's Estimate **\$163,010.00**

Budget/ Finance: Funding in the amount of \$163,010.00 is available in approved FY18 Budget. Other Contractual Services.

Budget Available	\$163,010.00
Lowest RFQ Cost	<u>\$149,300.00</u>
Difference is under Budget	\$13,710

Staff Direction Request: Approve a contract with M.E. Simpson Co. in the amount not to exceed \$149,300.00 to continue the required annual water system assessment during FY1019.

Attachments:

1. RFQ Tabulation Sheet
2. Letter of recommendation





Request for Qualifications
 RFQ # 2018-RFP-007: Water System Assessment Program
 June 19th, 2018 @ 4:30 pm
 Village Hall

Bid Tab

Date Prepared: 20-Jun-18
 Prepared by: CCZ
 Last Revised:

Bid Tab				M.E. Simpson Co. 3406 Enterprise Avenue Valparaiso, IN 46383		National Power Rodding 2500 West Arthington Street Chicago, IL 60612		
	UNIT	PRICE	QUANTITY	EXTENSION	PRICE	EXTENSION	PRICE	EXTENSION
Fire Hydrant Maintenance	Each	\$ 45.00	1,156	\$ 52,020.00	\$39.00	\$ 45,084.00	\$43.00	\$ 49,708.00
Fire Hydrant Flow Test	Each	\$ 60.00	694	\$ 41,640.00	\$49.00	\$ 34,006.00	\$320.00	\$ 222,080.00
WDS Leak Survey Program Fee	Mile	\$ 200.00	160	\$ 32,000.00	\$195.00	\$ 31,200.00	\$205.00	\$ 32,800.00
Valve Assessment & Exercising Fee	Each	\$ 45.00	830	\$ 37,350.00	\$47.00	\$ 39,010.00	\$39.50	\$ 32,785.00
				\$ -	\$ -	\$ -		\$ -
TOTAL \$				163,010.00	TOTAL= \$ 149,300.00		TOTAL= \$ 337,373.00	

July 2, 2018

Mayor and Trustees
Village of Tinley Park
16250 South Oak Park Ave
Tinley Park, IL 60477

Subject: Village of Tinley Park - Water System Assessment - 2018 - RFQ - 007

Dear Mayor and Trustees,

Qualifications packets were received for the Project on June 19, 2018 at 4:30PM from the following firms:

- National Power Rodding, Chicago, IL
- M.E. Simpson Co., Inc., Valparaiso, IN

Qualifications were evaluated based on the level of creativity, differentiation, and measurability of six categories:

1. Scope of Work, Project Approach, and Project Management;
2. Experience of Key Personnel;
3. Firm Experience;
4. Overall Evaluation of Firm's Ability to Complete the Project;
5. Pricing;
6. Client List and References.

We have analyzed each of the submittals and find M.E. Simpson Co, Inc. to be both the highest qualified and the lowest priced firm. We recommend the Village negotiate a professional services agreement with M.E. Simpson Co, Inc.

Please advise us of your decision.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Sean O'Dell, P.E.
Vice President

SEO:lms

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2018-R-049

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND M.E. SIMPSON CO. FOR WATER ASSESSMENT PROGRAM**

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

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

RESOLUTION NO. 2018-R-049

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND M.E. SIMPSON CO. FOR WATER ASSESSMENT PROGRAM**

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with M.E. Simpson 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 ____ day of _____, 20____, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 20____, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

M.E. SIMPSON 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-049, "A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND M.E. SIMPSON CO. FOR WATER ASSESSMENT PROGRAM," 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 _____ 2018.

KRISTIN A. THIRION, VILLAGE CLERK



Interoffice Memo

Date: July 10, 2018

To: David Niemeyer, Village Manager
Brad Bettenhausen, Village Treasurer

From: Kevin Workowski, Public Works Director

Subject: South Street Reconstruction

Presented for July 17, 2018 COW meeting

Background:

The village moved the reconstruction needed in front of the old Bremen Cash Store site forward in accordance with ongoing development plans on both that site and the South Street parcel. The deep sanitary sewer needed to be relocated to accommodate a different building line along South Street and to maximize the development potential for the vacant parcel. Plans were completed by Robinson Engineering and bids taken on July 10, 2018.

Description:

This project will consist of pavement reconstruction, eliminating one driveway into the METRA lot to improve safety and expanded turn lanes, elimination of the right turn lane and landscaped island, water main upgrades, sanitary relocation, striping and temporary landscaping.

Bids were received on Tuesday July 10, 2018.

The bid results were as follows:

<u>Contractor</u>	<u>Location</u>	<u>As Read Bid</u>
Austin Tyler Construction, Inc.	Elwood, IL	\$680,385.75
P. T. Ferro Construction Co.	Joliet, IL	\$805,413.49
Abbey Paving	Aurora, IL	\$1,014,610.45 (1,108,621.65 as read)
D Construction Co.	Coal City, IL	\$1,214,283.00
Engineer's Estimate		\$711,484.00

Budget/Finance:

A total of \$750,000 in funding was budgeted for this work.

Staff Direction Request:

1. At the July 17, 2018 Village Board meeting approve a contract with Austin Tyler Construction, Inc. in the amount of \$680,385.75 for the South Street reconstruction and sanitary sewer relocation project.
2. Direct Staff as necessary.

Attachments:

1. Award recommendation letter and bid tabulation



Municipal Expertise. Community Commitment.

Christopher King, PE
Direct Line: (708) 210-5680
Email: cking@reltd.com

July 10, 2018

Project 12-544

Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, Illinois 60477

Attn.: Mr. Kevin Workowski, Director of Public Works

RE: South Street Reconstruction and Sanitary Sewer Relocation Project

Dear Kevin:

Bids were received and publicly read on Tuesday July 10, 2018 at 9:50 AM for the above-mentioned project. The bid results are as follows:

<u>Contractor</u>	<u>Location</u>	<u>As Read Bid</u>	<u>As Corrected Bid</u>
Austin Tyler Construction, Inc.	Elwood, IL	\$ 680,385.75	
P.T. Ferro Construction Co.	Joliet, IL	\$ 805,413.49	
Abbey Paving	Aurora, IL	\$1,018,621.65	1,104,610.45
D Construction Co.	Coal City, IL	\$1,214,283.00	
<i>Engineer's Estimate</i>		\$ 711,484.00	

We have reviewed the bids and found them to be correct and in order; therefore, at this time we recommend that the Village award the contract to the low responsive responsible bidder, Austin Tyler Construction in the amount of Six Hundred Eighty Thousand Three Hundred Eighty-Five Dollars and Seventy-Five Cents (\$680,385.75).

Should there be any questions on this matter, please feel free to call me.

Respectfully yours,
ROBINSON ENGINEERING, LTD.

Christopher J. King, PE
Village Engineering Consultant
/cjk
R:\2010-2014\2012\12-544.TP\Digital Correspondence\Award letter 071018.doc

Encl. Bid Tabulation
Xc Colby Z., Village Engineer



Tabulation of Bids

Local Public Agency: Village of Tinley Park

County: Cook

Section:

Estimate: \$71,484.00

Date:

Time:

Appropriation:

Attended By:

Item No.	Item Description	Unit	QTY	Approved Engineer's Estimate		Name of Bidder		P. T. Ferro Construction Co.		Aubrey Paving & Sealing Co.		D. Construction, Inc.	
				Unit Price	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
20030860	TEMPORARY INFORMATION SIGNING TOP SOIL FURNISH AND PLACE, 6"	L SUM	1	\$500.00	\$500.00	\$27,000.00	\$27,000.00	\$15,700.00	\$15,700.00	\$650.00	\$650.00	\$3,000.00	\$3,000.00
21101625	SEEDING, SPECIAL	SQ YD	400	\$7.50	\$3,000.00	\$12.00	\$4,800.00	\$15.00	\$6,000.00	\$11.50	\$4,600.00	\$12.00	\$4,800.00
25200160	SEEDING, CLASS 2A	ACRE	400	\$10.00	\$4,000.00	\$12.00	\$4,800.00	\$8.00	\$3,200.00	\$6.35	\$2,540.00	\$12.00	\$4,800.00
25000210	EROSION CONTROL BLANKET	SQ YD	0.1	\$3,500.00	\$350.00	\$19,360.00	\$19,360.00	\$4,000.00	\$400.00	\$15,515.00	\$1,551.50	\$10,200.00	\$1,020.00
25100630	PERIMETER EROSION BARRIER	FOOT	200	\$1.00	\$200.00	\$2.50	\$500.00	\$2.00	\$400.00	\$2.75	\$550.00	\$10.00	\$2,000.00
25000400	INLET FILTERS	FOOT	300	\$4.00	\$1,200.00	\$3.50	\$1,050.00	\$2.50	\$750.00	\$3.50	\$1,050.00	\$5.00	\$1,500.00
25000510	SUPPLEMENTAL WATERINGS	EACH	5	\$100.00	\$500.00	\$100.00	\$500.00	\$100.00	\$500.00	\$85.00	\$425.00	\$200.00	\$2,000.00
25200200	EXPLORATION TRENCH 48"	UNIT	5	\$25.00	\$125.00	\$1.00	\$5.00	\$175.00	\$875.00	\$715.00	\$3,575.00	\$120.00	\$600.00
21301048	DEPTH AGGREGATE SUBGRADE	FOOT	40	\$50.00	\$2,000.00	\$40.00	\$1,600.00	\$25.00	\$1,000.00	\$87.75	\$3,510.00	\$60.00	\$2,400.00
30300106	IMPROVEMENT 6"	SQ YD	1,600	\$12.00	\$19,200.00	\$9.00	\$14,400.00	\$15.00	\$24,000.00	\$7.90	\$12,640.00	\$11.00	\$17,600.00
35501316	COURSE 8"	SQ YD	1,600	\$32.00	\$51,200.00	\$33.00	\$52,800.00	\$40.00	\$64,000.00	\$39.80	\$63,680.00	\$42.00	\$67,200.00
403000200	BITUMINOUS MATERIALS (PRIME COAT)	GALLON	732	\$2.00	\$1,464.00	\$0.01	\$7.32	\$0.01	\$7.32	\$0.10	\$73.20	\$2.50	\$1,825.00
40800382	HOT-MIX ASPHALT SURFACE REMOVAL, BUT JOINT HOT-MIX ASPHALT SURFACE	SQ YD	142	\$15.00	\$2,130.00	\$20.00	\$2,840.00	\$0.01	\$1.42	\$15.50	\$2,201.00	\$20.00	\$2,800.00
40803340	COURSE MIX 1 1/2" PORTLAND CEMENT CONCRETE	TON	260	\$85.00	\$22,100.00	\$100.00	\$26,000.00	\$100.00	\$26,000.00	\$92.30	\$21,398.00	\$80.00	\$20,800.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH	SQ FT	2,825	\$7.50	\$21,187.50	\$8.00	\$22,600.00	\$7.00	\$19,775.00	\$8.80	\$19,492.50	\$7.00	\$19,775.00
42400410	DETECTABLE WARNING	SQ FT	310	\$9.00	\$2,790.00	\$11.00	\$3,410.00	\$11.00	\$3,410.00	\$10.85	\$3,363.50	\$8.00	\$2,480.00
42400800	PAVEMENT REMOVAL, HOT-MIX ASPHALT SURFACE	SQ YD	50	\$30.00	\$1,500.00	\$20.00	\$1,000.00	\$20.00	\$1,000.00	\$22.50	\$1,125.00	\$35.00	\$1,750.00
44000100	REMOVAL, 2" DRIVEWAY PAVEMENT	SQ YD	1,870	\$22.50	\$42,075.00	\$12.00	\$22,440.00	\$26.00	\$48,620.00	\$40.25	\$75,267.50	\$18.00	\$33,920.00
44000157	REMOVAL, 2" DRIVEWAY PAVEMENT	SQ YD	580	\$4.00	\$2,320.00	\$7.35	\$4,260.00	\$5.00	\$2,900.00	\$12.40	\$7,192.00	\$5.00	\$2,500.00
44000200	REMOVAL, 2" DRIVEWAY PAVEMENT	SQ YD	278	\$20.00	\$5,560.00	\$11.00	\$3,058.00	\$20.00	\$5,560.00	\$7.65	\$2,126.70	\$16.00	\$4,480.00
44000500	REMOVAL, 2" DRIVEWAY PAVEMENT	FOOT	810	\$15.00	\$12,150.00	\$8.00	\$6,480.00	\$10.00	\$8,100.00	\$8.40	\$6,804.00	\$10.00	\$10,000.00
44000600	CLASS D PATCHES, TYPE III, 8 INCH	SQ FT	2,600	\$4.00	\$10,400.00	\$2.75	\$7,150.00	\$2.50	\$6,500.00	\$1.20	\$3,120.00	\$2.00	\$5,200.00
44201145	STORM SEWERS, CLASS A, TYPE 1 12"	SQ YD	100	\$80.00	\$8,000.00	\$0.01	\$1.00	\$65.00	\$6,500.00	\$65.50	\$6,550.00	\$62.00	\$6,200.00
55000060	TRENCH BACKFILL, STORM	FOOT	222	\$35.00	\$7,770.00	\$38.00	\$8,436.00	\$53.00	\$11,766.00	\$58.60	\$13,009.20	\$60.00	\$13,200.00
20800150	STORM SEWER REMOVAL, 12"	FOOT	222	\$10.00	\$2,220.00	\$16.00	\$3,552.00	\$12.00	\$2,664.00	\$18.45	\$4,095.90	\$23.00	\$5,106.00
551000500	CAULCH BASINS, TYPE A, 4" DIAMETER, TYPE 1 FRAME, OPEN LID	FOOT	205	\$15.00	\$3,075.00	\$20.00	\$4,100.00	\$7.00	\$1,435.00	\$25.70	\$5,268.50	\$20.00	\$4,100.00
60200105	OPEN LID	EACH	3	\$2,500.00	\$7,500.00	\$2,000.00	\$6,000.00	\$2,717.00	\$8,151.00	\$1,995.00	\$5,985.00	\$2,800.00	\$8,400.00

MANHOLE TYPE A 4"														
60218400	DIAMETER TYPE 1 FRAME, CLOSED LID, TYPE A, TYPE 1 FRAME, INLET, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	1	\$2,750.00	\$2,750.00	\$1,700.00	\$2,552.00	\$2,552.00	\$1,805.00	\$1,805.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00
60234200	REMOVING CATCH BASINS	EACH	2	\$950.00	\$1,900.00	\$948.00	\$1,896.00	\$1,896.00	\$1,896.00	\$1,896.00	\$1,896.00	\$1,896.00	\$1,896.00	\$1,896.00
60500050	REMOVING INLETS	EACH	1	\$400.00	\$400.00	\$375.00	\$758.00	\$758.00	\$1,270.00	\$1,270.00	\$800.00	\$800.00	\$800.00	\$800.00
60500060	CONCRETE CURB, TYPE B	FOOT	2	\$250.00	\$500.00	\$710.00	\$1,420.00	\$1,420.00	\$610.00	\$1,220.00	\$600.00	\$1,200.00	\$1,200.00	\$1,200.00
60600605	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6-12	FOOT	50	\$22.00	\$1,100.00	\$31.00	\$1,550.00	\$30.00	\$1,500.00	\$39.00	\$30.00	\$1,500.00	\$1,500.00	\$1,500.00
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-2-12	FOOT	740	\$30.00	\$22,200.00	\$24.50	\$18,130.00	\$26.00	\$19,240.00	\$24.80	\$28.00	\$20,720.00	\$20,720.00	\$20,720.00
60608300	STRUCTURES TO BE ADJUSTED	EACH	120	\$30.00	\$3,600.00	\$27.80	\$3,336.00	\$25.00	\$3,000.00	\$24.90	\$2,800.00	\$3,350.00	\$3,350.00	\$3,350.00
XX002258	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	4	\$500.00	\$2,000.00	\$735.00	\$2,940.00	\$825.00	\$3,300.00	\$465.00	\$600.00	\$2,400.00	\$2,400.00	\$2,400.00
XX003435	HOT-PAV ASPHALT DRIVEWAY GROUING FOR RECESSED	SQ YD	100	\$75.00	\$7,500.00	\$86.00	\$8,600.00	\$60.00	\$6,000.00	\$18.25	\$1,825.00	\$75.00	\$7,500.00	\$7,500.00
XX006947	PAVEMENT MARKING - LETTERS	SQ FT	220	\$50.00	\$11,000.00	\$47.00	\$10,340.00	\$40.00	\$8,800.00	\$28.60	\$6,292.00	\$40.00	\$8,800.00	\$8,800.00
X7830060	AND SYMBOLS	SQ FT	15	\$10.00	\$150.00	\$8.75	\$131.25	\$8.75	\$131.25	\$5.35	\$80.25	\$10.00	\$150.00	\$150.00
X7830070	PAVEMENT MARKING FOR RECESSED	FOOT	760	\$1.00	\$760.00	\$1.50	\$1,140.00	\$1.50	\$1,140.00	\$1.50	\$1,140.00	\$1.65	\$1,254.00	\$1,254.00
X7830078	PAVEMENT MARKING 5"	FOOT	30	\$3.00	\$90.00	\$2.10	\$63.00	\$2.10	\$63.00	\$4.50	\$135.00	\$2.30	\$69.00	\$69.00
X7830080	PAVEMENT MARKING 13"	FOOT	36	\$5.00	\$180.00	\$8.75	\$315.00	\$8.75	\$315.00	\$9.00	\$324.00	\$10.00	\$360.00	\$360.00
78009000	PAVEMENT MARKING 25"	SQ FT	15	\$6.50	\$97.50	\$21.00	\$315.00	\$21.00	\$315.00	\$13.35	\$200.25	\$23.00	\$345.00	\$345.00
78009004	PAVEMENT MARKING - LINE 4"	FOOT	760	\$4.00	\$3,040.00	\$3.25	\$2,470.00	\$3.25	\$2,470.00	\$4.25	\$3,230.00	\$3.60	\$2,736.00	\$2,736.00
78009008	PAVEMENT MARKING - LINE 6"	FOOT	30	\$7.00	\$210.00	\$5.25	\$157.50	\$5.25	\$157.50	\$6.70	\$201.00	\$5.80	\$174.00	\$174.00
78009024	PAVEMENT MARKING - LINE 24"	FOOT	36	\$30.00	\$1,080.00	\$21.00	\$756.00	\$21.00	\$756.00	\$26.85	\$966.60	\$23.00	\$828.00	\$828.00
R1003005	FIRE HYDRANT WITH AUXILIARY VALVE, VALVE BOX AND TEE	EACH	2	\$4,000.00	\$8,000.00	\$4,200.00	\$8,400.00	\$5,589.00	\$11,178.00	\$2,770.00	\$5,540.00	\$6,000.00	\$12,000.00	\$12,000.00
R1001100	VALVE IN VALVE VAULT, TYPE A, 5 DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$10,000.00	\$10,000.00	\$5,400.00	\$9,415.00	\$9,415.00	\$9,415.00	\$8,560.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
R1001120	VALVE IN VALVE VAULT, TYPE A, 5 DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$12,500.00	\$12,500.00	\$7,400.00	\$10,461.00	\$10,461.00	\$10,461.00	\$9,670.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
R1001145	VALVE IN VALVE VAULT, TYPE A, 5 DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$15,000.00	\$15,000.00	\$9,400.00	\$11,304.00	\$11,304.00	\$11,304.00	\$10,165.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
R1001025	VALVE IN VALVE VAULT, TYPE A, 5 DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	\$14,500.00	\$43,500.00	\$4,600.00	\$13,800.00	\$6,370.00	\$19,110.00	\$4,205.00	\$12,615.00	\$6,500.00	\$19,500.00	\$19,500.00
R1002145	DUCTILE IRON FITTINGS	POUND	1,966	\$5.00	\$9,840.00	\$0.01	\$19.66	\$6.50	\$12,792.00	\$6.45	\$12,683.60	\$7.00	\$13,776.00	\$13,776.00
X5611112	DUCTILE IRON WATER MAIN, CLASS 52 WITH POLYETHYLENE ENCASEMENT, 12"	FOOT	460	\$100.00	\$46,000.00	\$75.00	\$34,500.00	\$96.00	\$44,160.00	\$97.60	\$44,896.00	\$100.00	\$46,000.00	\$46,000.00
R1002225	8" CUT AND CAP	EACH	1	\$1,500.00	\$1,500.00	\$1,950.00	\$1,950.00	\$1,420.00	\$1,420.00	\$3,830.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
R1002235	10" CUT AND CAP	EACH	1	\$2,000.00	\$2,000.00	\$2,250.00	\$2,250.00	\$1,559.00	\$1,559.00	\$4,030.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00
R1002240	12" CUT AND CAP	EACH	1	\$3,000.00	\$3,000.00	\$2,600.00	\$2,600.00	\$1,640.00	\$1,640.00	\$4,140.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
XX007027	TRENCH BACKFILL, WATERMAIN	FOOT	460	\$15.00	\$6,900.00	\$35.00	\$16,100.00	\$65.00	\$29,900.00	\$57.45	\$26,427.00	\$25.00	\$11,500.00	\$11,500.00
R1001475	ABANDON VALVE VAULT	EACH	2	\$500.00	\$1,000.00	\$800.00	\$1,600.00	\$124.00	\$248.00	\$1,070.00	\$1,000.00	\$2,000.00	\$2,000.00	\$2,000.00
56400500	FIRE HYDRANTS TO BE REMOVED	EACH	1	\$750.00	\$750.00	\$800.00	\$800.00	\$560.00	\$560.00	\$440.00	\$440.00	\$2,000.00	\$2,000.00	\$2,000.00
R2001380	PVC SANITARY SEWER, 27" CONNECTION TO EXISTING	FOOT	185	\$550.00	\$101,750.00	\$370.00	\$68,450.00	\$456.00	\$84,360.00	\$926.65	\$171,430.25	\$700.00	\$129,500.00	\$129,500.00
R2002035	SANITARY SEWER MANHOLE	EACH	2	\$5,000.00	\$10,000.00	\$8,000.00	\$16,000.00	\$9,676.00	\$19,352.00	\$61,740.00	\$123,480.00	\$10,000.00	\$20,000.00	\$20,000.00

X0326712	ABANDON AND FILL EXISTING 27" SANITARY SEWER WITH SANITARY MANHOLE, DROP, 72"	L SUM	1	\$4,000.00	\$4,000.00	\$7,500.00	\$7,500.00	\$14,357.00	\$14,357.00	\$14,820.00	\$14,820.00	\$15,000.00	\$15,000.00
R2002200	DIAMETER, TYPE 1 FRAME, LOCKING LID FRENCH BACK-FILL (SANITARY SEWER), 27 INCH 25-30 FEET DEEP	EACH	1	\$50,000.00	\$50,000.00	\$32,000.00	\$32,000.00	\$60,000.00	\$26,110.00	\$26,110.00	\$26,110.00	\$28,000.00	\$28,000.00
X0007514	MANHOLES TO BE INTERNALLY SEALED - EPOXY COATING SEWER FLOW CONTROL AND BYPASS PUMPING	FOOT	185	\$160.00	\$27,750.00	\$600.00	\$111,000.00	\$391.00	\$72,335.00	\$762.00	\$140,970.00	\$600.00	\$111,000.00
X0009091		FOOT	60	\$250.00	\$15,000.00	\$500.00	\$30,000.00	\$485.00	\$29,100.00	\$478.00	\$28,680.00	\$2,000.00	\$120,000.00
R2004025		L SUM	1	\$50,000.00	\$50,000.00	\$25,000.00	\$25,000.00	\$50,000.00	\$53,075.00	\$53,075.00	\$53,075.00	\$350,000.00	\$350,000.00
				TOTAL:	\$711,484.00		\$880,386.75		\$806,413.49		\$1,014,610.45		\$1,214,283.00

As 22-2 1,018,131.65

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2018-R-053

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND AUSTIN TYLER CONSTRUCTION, INC. FOR THE SOUTH STREET
RECONSTRUCTION**

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

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

RESOLUTION NO. 2018-R-053

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND AUSTIN TYLER CONSTRUCTION, INC. FOR THE SOUTH STREET
RECONSTRUCTION**

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Austin Tyler Construction, Inc., 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 ____ day of _____, 20____, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 20____, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

**AUSTIN TYLER CONSTRUCTION, INC.
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-053, "A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AUSTIN TYLER CONSTRUCTION, INC. FOR THE SOUTH STREET RECONSTRUCTION," 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 _____ 2018.

KRISTIN A. THIRION, VILLAGE CLERK

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE

NO. 2018-0-038

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

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

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

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

ORDINANCE NUMBER 2018-O-038

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

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

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

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

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

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

Section 3: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form and this Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

PASSED this ____ day of _____, 20____, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 20____, by the President of the Village of Tinley Park.

By: _____
Village President

ATTEST:

By: _____
Village Clerk

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2018-O-038, "AN ORDINANCE AUTHORIZING THE DISPOSAL OF SURPLUS PERSONAL PROPERTY OWNED BY THE VILLAGE OF TINLEY PARK," which was adopted by the President and Board of Trustees of the Village of Tinley Park on _____, 20__.

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

KRISTIN A. THIRION, VILLAGE CLERK

EXHIBIT 1

SURPLUS EQUIPMENT LIST

2018 SURPLUS LIST

VIN #	Vehicle Number	Year	Manufacturer	Vehicle / Equipment Description
4DRARAFK88A636157	2bus	2008	International	Village Bus
1B8GP34362B578588	20	2002	Dodge	Caravan
#6736029549	121	1995	Wacker	Model RD880V Asphalt Roller
49HAADBV46DV11065	99	2005	Sterling	SC8000 Street Sweeper
1HTSDAAN81H373807	31	2001	International	Model 4900 Elliot Aerial Truck
3B7KF26Z81M278040	679	2001	Dodge	Ram 2500, 3/4 Ton Pickup
2FAFP71WX1X192862	678	2001	Ford	Crown Vic
2FAFP71WOYX175806	677	2000	Ford	Crown Vic
2B7HB21Y4NK110293	2-W	1991	Dodge	Tradesman - Van
2P4FP2587YR510693	6M	2000	Dodge	Caravan
2G1WF52K949413155	7M	2004	Chevy	Impala
2FAFP71W65X169844	11M	2005	Ford	Crown Vic
2FAFP71WX5X169846	12M	2005	Ford	Crown Vic
2FAFP71W15X169850	16M	2005	Ford	Crown Vic
2FAFP71W75X110009	10M	2005	Ford	Crown Vic
2FAFP71W75X110012	3M	2005	Ford	Crown Vic
2FAFP71WX6X162431	17M	2006	Ford	Crown Vic
2FAFP71W26X162438	9M	2006	Ford	Crown Vic
2FAFP71W96X162436	3-R	2006	Ford	Crown Vic
2FAFP71V48X105474	8M	2008	Ford	Crown Vic
2FAFP71V98X104496	13M	2008	Ford	Crown Vic
2FAFP71V68X105475	15M	2008	Ford	Crown Vic
2FAFP71V98X180588	8-R	2008	Ford	Crown Vic
1FTSX21568EE48848	3-W	2008	Ford	F250 Pickup
2FAFP71V98X180591	14-M	2008	Ford	Crown Vic
2FAFP71V68X180595	6-R	2008	Ford	Crown Vic
2FAFP71VX8X105477	5-R	2008	Ford	Crown Vic
2FAFP71V78X180590	7-R	2008	Ford	Crown Vic
1GCHK23102F190685	O250	2002	Chevrolet	Pick-up Utility
1GNEK13Z93J296058	O351	2003	Chevrolet	Tahoe - Battalion Unit
1FAHP53U17A165740	234	2007	Ford	Taurus-Fire Prevention Car

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2018-O-035

**AN ORDINANCE AMENDING CERTAIN SECTIONS OF THE TINLEY PARK
VILLAGE CODE ELIMINATING YEARLY APPOINTMENT REQUIREMENTS
FOR POSITIONS UNDER THE DEPARTMENT HEAD LEVEL**

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

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

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
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. 2018-O-035

**AN ORDINANCE AMENDING CERTAIN SECTIONS OF THE TINLEY PARK
VILLAGE CODE ELIMINATING YEARLY APPOINTMENT REQUIREMENTS
FOR POSITIONS UNDER THE DEPARTMENT HEAD LEVEL**

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 hereby find that it is in the best interests of the Village and its residents to amend certain Sections of the Tinley Park Village Code in order to eliminate the yearly appointment requirement for positions under the department head level; and

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

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

Section 2: That Title III Chapter 31 Section 045 (A) pertaining to the position of Building Commissioner is hereby amended by deleting the following strikethrough language and adding the following underlined language:

§ 31.045 BUILDING COMMISSIONER.

(A) There is hereby created the office of Building Commissioner who shall be appointed by the President and Board of Trustees. The Building Commissioner shall ~~hold office until a successor has been appointed and qualified~~ serve at the pleasure of the President and Board of Trustees.

Section 3: That Title III Chapter 31 Section 046(A)(3) pertaining to the position of Building Inspector is hereby amended by deleting the following strikethrough language and adding the following underlined language:

§ 31.046 BUILDING INSPECTOR

(A) Office created; appointment; term of office.

- (1) There is created the position of Building Inspector.
- (2) He shall be appointed by the President and Board of Trustees.

(3) ~~The Building Inspector shall hold office until his successor has been appointed and qualified.~~ The Building Inspector shall serve at the pleasure of the President and Board of Trustees.

Section 4: That Title III Chapter 31 Section 047(A)(3) pertaining to the position of Electrical Inspector is hereby amended by deleting the following strikethrough language and adding the following underlined language:

§ 31.047 ELECTRICAL INSPECTOR

(A) Office created; appointment; term of office.

- (1) There is created the position of Electrical Inspector.
- (2) He shall be appointed by the President and Board of Trustees.

(3) ~~The Electrical Inspector shall hold office until his successor has been appointed and qualified.~~ The Electrical Inspector shall serve at the pleasure of the President and Board of Trustees.

Section 5: That Title III Chapter 31 Section 048(A)(3) pertaining to the position of Plumbing Inspector is hereby amended by deleting the following strikethrough language and adding the following underlined language:

§ 31.048 PLUMBING INSPECTOR

(A) Office created; appointment; term of office.

- (1) There is created the position of Plumbing Inspector.
- (2) He shall be appointed by the President and Board of Trustees.

(3) ~~The Plumbing Inspector shall hold office until his successor has been appointed and qualified.~~ The Plumbing Inspector shall serve at the pleasure of the President and Board of Trustees.

Section 6: That Title III Chapter 31 Section 062 (B) pertaining to the position of Planning Technician is hereby amended by deleting the following strikethrough language and adding the following underlined language:

§ 31.062 Planning Technician

(A) Creation of office. There is hereby created the office of Planning Technician, an administrative office of the village, reporting to the Director of Community Development.

(B) Appointment and term of office. The Planning Technician shall be appointed by the President with the approval of the Board of Trustees, upon the recommendation of the Village Manager, and shall serve ~~for a term of one year~~ at the pleasure of the President and Board of Trustees.

Section 7: That Title III Chapter 31 Section 067 pertaining to the position of Economic Development Coordinator is hereby amended by deleting the following strikethrough language and adding the following underlined language:

§ 31.067 Appointment and Term of Office

The Economic Development Coordinator shall be appointed by the President with the approval of the Board of Trustees and shall serve ~~for a term of one year~~ at the pleasure of the President and Board of Trustees.

Section 8: That Title III Chapter 31 Section 090(A)(3) pertaining to the position of Director of Public Works is hereby amended by deleting the following strikethrough language and adding the following underlined language:

§ 31.090 DIRECTOR OF PUBLIC WORKS.

(A) Office created; appointment; term of office.

(1) There is created the office of Director of Public Works.

(2) The Director of Public Works shall be appointed by the President and Board of Trustees.

(3) ~~He shall continue to hold office until notified in writing that his services are no longer required.~~ The Director of Public Works shall serve at the Pleasure of the President and Board of Trustees for a term of one year.

Section 9: That Title III Chapter 31 Section 091(A)(3) pertaining to the position of Superintendent of Water is hereby amended by deleting the following strikethrough language and adding the following underlined language:

§ 31.091 SUPERINTENDENT OF WATER.

(A) Office created; appointment; term of office.

(1) There is created the office of Superintendent of Water .

(2) The Superintendent of water shall be appointed by the President and Board of Trustees.

(3) ~~The Term of Office Shall be for one year at the pleasure of the President and Board of Trustee.~~ The Superintendent of Water shall serve at the Pleasure of the President and Board of Trustees.

Section 10: That Title III Chapter 31 Section 092(A)(3) pertaining to the position of Superintendent of Streets is hereby amended by deleting the following strikethrough language and adding the following underlined language:

§ 31.092 SUPERINTENDENT OF STREETS.

(A) Office created; appointment; term of office.

(1) There is created the office of Superintendent of Streets.

(2) The Superintendent of Streets shall be appointed by the President and Board of Trustees.

(3) ~~The Term of Office Shall be for one year at the pleasure of the President and Board of Trustee.~~ The Superintendent Streets shall serve at the Pleasure of the President and Board of Trustees.

Section 11: That Title III Chapter 31 Section 093 (B) pertaining to the position of Public Works Administrative Office Manager is hereby amended by deleting the following strikethrough language and adding the following underlined language:

§ 31.093 Administrative Office Manager

(A) Creation of office. There is hereby created the office of Administrative Office Manager, an administrative office of the village, reporting to the Director of Public Works

(B) Appointment and term of office. The Administrative Office Manager shall be appointed by the President, with the approval of the Board of Trustees, upon the recommendation of the Village Manager, and shall serve ~~for a term of one year~~ at the pleasure of the President and Board of Trustees.

Section 12: That Title III Chapter 31 Section 094 (B) pertaining to the position of Assistant Public Works Office Manager is hereby amended by deleting the following strikethrough language and adding the following underlined language:

§ 31.094 Administrative Office Manager

(A) Creation of office. There is hereby created the office of Assistant Public Works Office Manager, an administrative office of the village, reporting to the Director of Public Works

(B) Appointment and term of office. The Assistant Public Works Office Manager shall be appointed by the President, with the approval of the Board of Trustees, upon the recommendation of the Village Manager, and shall serve ~~for a term of one year~~ at the pleasure of the President and Board of Trustees.

Section 13: That Title III Chapter 31 Section 095 (C) pertaining to the position of Assistant Public Works Director is hereby amended by deleting the following strikethrough language and adding the following underlined language:

§ 31.095 Assistant Director of Public Works

(A) Creation of office. There is hereby created the office of Assistant Public Works Director in the Village

(B) Duties. The Assistant Director of Public Works shall be responsible for assisting with organizing, directing, overseeing and evaluating the daily operations of the Public Works Department including Administration, Streets, Electrical, Municipal Buildings, Commuter Parking Lots and Water and Sewer. In addition, he or she will maintain a professional, responsible and customer-centered working environment in the Public Works Department and act as Director of Public Works in his or her absence.

(C) Appointment of term of office. The Assistant Director of Public Works shall be appointed by the Mayor with the approval of the Board of Trustees and shall serve for a term of one year at the pleasure of the Mayor and Board of Trustees. The Personnel Manual of the Village of Tinley Park, Article 1, Section 1.4 shall be amended to add the Assistant Director of Public Works to the list of appointed positions.

Section 14: That Title III Chapter 31 Section 140 (C) pertaining to the position of Zoning Administrator is hereby amended by deleting the following strikethrough language and adding the following underlined language:

ZONING ADMINISTRATOR

§ 31.140 ESTABLISHMENT

(A) There is created the office of the Zoning Administrator

(B) He shall be appointed by the Village President with the advice and consent of the Board of Trustees

(C) The Zoning Administrator shall serve ~~for one year~~ at the pleasure of the President and Board of Trustees.

Section 15: That Title III Chapter 31 Section 150 (C) pertaining to the position of Administrative Secretary is hereby amended by deleting the following strikethrough language and adding the following underlined language:

§ 31.150 ADMINISTRATIVE SECRETARY

(A) There is created the office of Administrative Secretary, and administrative office of the Village. The person holding this office shall report to the Village Manager.

(B) The Administrative Secretary shall be responsible for varied secretarial duties that relate to the functioning and operation of the Board of Trustees, the Manager's office, and appointed boards and commissions, and shall be responsible for all duties as outlined in the village approved job description.

(C) The Administrative Secretary shall be appointed by the President with the approval of the Board of Trustees, upon the recommendation of the Village Manager, and shall serve ~~for a term of one year~~ at the pleasure of the President and Board of Trustees.

Section 16: That Title III Chapter 31 Section 151 (C) pertaining to the position of Community Relations Coordinator is hereby amended by deleting the following strikethrough language and adding the following underlined language:

§ 31.151 COMMUNITY RELATIONS COORDINATOR

(A) Creation of office. There is hereby created the office of Community Relations Coordinator, an administrative office of the village.

(B) Duties. The Community Relations Coordinator shall be responsible for administrative and professional work in directing the public and community relations programs of the village.

(C) Appointment of term of office. The Community Relations Coordinator shall be appointed by the Mayor with the approval of the Board of Trustees and shall serve ~~for a term of one year at the pleasure of the Mayor and Board of Trustees.~~

Section 17: That Title III Chapter 31 Section 152 (C) pertaining to the position of Planner is hereby amended by deleting the following strikethrough language and adding the following underlined language:

§ 31.152 OFFICE OF PLANNER

(A) Creation of office. There is hereby created the office of Planner a professional office of the village.

(B) Duties. The Planner shall be responsible for assisting the Director of Planning in all phases of the planning and zoning activities of the village.

(C) Appointment; term of office. The Planner shall be appointed by the Mayor with the approval of the Board of Trustees and shall serve ~~for a term of one year at the pleasure of the Mayor and Board of Trustees.~~

Section 18: That Title III Chapter 31 Section 187 pertaining to the position of Capital Project Manager is hereby amended by deleting the following strikethrough language and adding the following underlined language:

CAPITAL PROJECT MANAGER

§ 31.177 APPOINTMENT; TERM OF OFFICE

The Capital Project Manager shall be appointed by the Mayor with the approval of the Board of Trustees and shall serve ~~for the period of time designated by the Board, or a period of one year, whichever is less~~ at the pleasure of the Mayor and Board of Trustees.

Section 19: That Title III Chapter 31 Section 197 pertaining to the position of Midnight Records Clerk is hereby amended by deleting the following strikethrough language and adding the following underlined language:

MIDNIGHT RECORDS CLERK

§ 31.177 APPOINTMENT; TERM OF OFFICE

The Midnight Records Clerk shall be appointed by the Mayor with the approval of the Board of Trustees and shall serve ~~for a term of one year at the pleasure of the Mayor and Board of Trustees.~~ The Personnel Manual of the Village of Tinley Park, Article 1, Section 1.4 shall be amended to add the Midnight Records Clerk to the list of appointed positions and to delete the position of Clerk Matron.

Section 20: That Title III Chapter 31 Section 212 pertaining to the position of Telecommunications Supervisor is hereby amended by deleting the following strikethrough language and adding the following underlined language:

Telecommunications Supervisor

§ 31.212 APPOINTMENT; TERM OF OFFICE

The Telecommunications Supervisor shall be appointed by the Mayor with the approval of the Board of Trustees and shall serve ~~for a term of one year at the pleasure of the Mayor and Board of Trustees.~~ The Personnel Manual of the Village of Tinley Park, Article 1, Section 1.4 shall be amended to add Telecommunications Supervisor to the list of appointed positions.

Section 21: That Title III Chapter 33 Section 03 (C) pertaining to the position of Deputy Chief of Police is hereby amended by deleting the following strikethrough language and adding the following underlined language:

§ 33.03 DEPUTY CHIEF OF POLICE.

(A) There is hereby created the office of Deputy Chief of Police, a supervisory office of the Village Police Department.

(B) The Deputy Chief of Police shall be second in command in the Police Department and shall have the authority of the Chief of Police in the Chief's absence. The Deputy Chief of Police shall perform such administrative functions as shall be assigned by the Chief of Police.

(C) The Deputy Chief of Police shall be appointed by the Mayor and Board of Trustees, with input from the Chief of Police, and shall serve ~~for a term of one year at the pleasure of the Mayor and Board of Trustees.~~

Section 22: Any policy, resolution, or ordinance of the Village of Tinley Park that conflicts with the provisions of this Ordinance shall be and is hereby superseded by the Ordinance while in effect.

Section 23: That this Ordinance shall be in full force and effect from and after its adoption and approval.

Section 24: The Village Clerk be and hereby is authorized and directed to publish this Ordinance in pamphlet form.

PASSED THIS ____ day of _____, 2018.

AYES:

NAYS:

ABSENT:

APPROVED THIS ____ day of _____, 2018.

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. 2018-O-035, "AN ORDINANCE AMENDING CERTAIN SECTIONS OF THE TINLEY PARK VILLAGE CODE ELIMINATING YEARLY APPOINTMENT REQUIREMENTS FOR POSITIONS UNDER THE DEPARTMENT HEAD LEVEL," which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 19, 2018.

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

KRISTIN A. THIRION, VILLAGE CLERK

STAFF APPOINTMENTS 2018

David Niemeyer, Village Manager

Patrick Carr, Assistant Village Manager &
Emergency Management & Communications Director

Brad Bettenhausen, Treasurer

Forest Reeder, Fire Chief

Denise Maiolo, Human Resource Director

Donna Framke, Marketing Director

Charles Faricelli, Interim Police Chief

Kevin Workowski, Public Works Director

Colby Zemaitis, Village Engineer


Peterson, Johnson & Murray Chicago LLC, Village Attorneys



Interoffice Memo

Date: July 13, 2018

To: Village Board

From: David Niemeyer, Village Manager 

cc: Pat Carr, Assistant Village Manager
Denise Maiolo, Human Resources Director

Subject: Pay Plan

Background

As you remember, in fall 2016 the Village hired PayPoint to undertake the Village's first comprehensive pay plan revision and market survey in more than 10 years. The study included a review of all employees except for vacant and union positions, as well as some Fire department positions. The study surveyed a number of comparative communities within 30 miles of Tinley Park that were reviewed and approved by the Village Board. The Village Board determined that the Village plan should compensate employees at the 60th percentile of the external market. A draft plan was presented to the Village in mid-2017 that had recommendations for reclassifications and ranked positions above, at, or below the market.

At the same time, the Human Resources Department underwent transition with the Director leaving and a temporary Deputy Director being hired with the task of reviewing and verifying data.

Staff Review and Recommendation

After the Manager's Office and Human Resources did a thorough review of the PayPoint study, there were several concerns and challenges. The amount of steps in the proposed PayPoint plan were considerably more than the Village's current plan; 15 compared to 10, with wider range (lower start and higher top) between each pay grade than current plan. One of the outcomes of this review was further discovery that for some of their recommendations the minimum pay was unusually low or the maximum pay was well above the maximum for the comparable market communities. Also, the increments between each step recommended by PayPoint were decreasing percentages of 4.29% - 2.83%, rather than a consistent percentage between each step.

As was requested in the RFQ, some positions were compared to private sector positions. However, in further review of the data, we found some positions were not sufficient comparables. Additionally, if other positions in the department were not compared to the private sector, it made for inequitable comparisons.

Finally, some of the positions in the survey of other municipalities included data that had an insufficient sample size. If there was a vacancy for the Tinley Park position, PayPoint had not collected any data at all. Human Resources obtained updated survey data in these cases.

We have attached a summary of the plan that shows the current minimum and maximum rate, the proposed new minimum and maximum rate as proposed by staff and also initially proposed min./max. by Paypoint. The revised plan keeps the steps at the same number (10) for most of the positions, and maintains the distance between steps to 3.8% for non-management positions. The Human Resources department's data analysis did not include private sector comparisons.

We have attached a revised chart showing the number of positions that were at, above or below the market, along with the original chart prepared by Paypoint. The estimated cost of retroactive increases to bring some employees closer to market in this plan, in the first year, is estimated to be \$24,209 as is outlined in the chart titled "Cost of Plan In First 4 Years " (**Exhibit A**). Four year costs are estimated to be \$142,459 (This could change as employees will be allowed to appeal their position's classification if they believe there is a data error).

In **Exhibit B**, we have also included information that shows the survey data of the positions where increases are being recommended. The second document in **Exhibit B**, titled "Side-by-Side Comparisons", shows the current and proposed (highlighted) pay ranges for Tinley Park, and the proposed pay ranges per PayPoint in 2017. In the plan recommended by PayPoint, increases were estimated to exceed \$300,000 in the first year. The 2018-19 budget includes \$50,000 for increases to bring some employees that were below the market closer to the market.

Separately, we are proposing to move the Fire Department to a step based plan for their department staff. This plan has been more challenging because external comparables for part time Fire departments are limited. We are also reviewing the best course of action in regards to continuing the Fire department's Proficiency Pay stipend plan. The final plan will need to meet budget constraints, Village Board approval, and the need to improve recruitment and retention within the department. This will be presented at a later date.

Merit Aspect of Program

Another important aspect of the new pay plan is an increased emphasis on merit pay. The Village's current pay plan system requires that an employee receive a satisfactory performance evaluation before advancing to the new step. In practice, most Village employees receive satisfactory performance evaluations and advance one step per year. Employees can also receive exemplary bonus awards for specific performance criteria. Only a handful of employees receive these bonuses annually, and it has been limited to employees who have maxed out at the top step of their pay grade.

Under the new system, most management employees will be paid only through merit increases, and there will be no automatic market wage adjustments (**Exhibit C**). Management will be evaluated on a new evaluation form (**Exhibit D**) that will be specifically tailored for senior management, including factors like communication, planning and organizing, relationships, connection with the Village, resource management, resolution skills, professional development, leadership and a defined set of goals tied into the strategic plan. Each job function will be weighted depending on the importance of that job function to that particular position. The employee will develop the draft evaluation, and then the supervisor will make comments and do the final scoring. Total points will determine the size of the



merit increase. The Village Manager will also be paid only on merit increase, though a form more pertinent to the Manager position will be used.

In order to motivate managers, the top merit pay available should exceed the annual “across the board” increases awarded to other non-union employees. As an example, if the across the board increase for non-union employees is 2.5% (in addition to potential step increases), an appropriate scale for upper management increases would be 0 to 4%. I am proposing that this system be phased in gradually. Beginning May 1, 2019, most management employees will be evaluated solely on merit using the new performance evaluation forms. This will give them the requisite time to adjust performance based on the criteria in the new form. During the current year, they would continue to get an “across the board” increase and also be eligible for a step adjustment if they receive a satisfactory evaluation (and are not at the top of the pay grade).

The Village Manager would immediately be evaluated solely on merit. It is proposed to freeze his pay for a year and he would be eligible for his first merit increase on his anniversary date of June 2, 2019.

After this framework is in place for a year, the Manager’s Office and HR would evaluate the program and make appropriate changes. Non-union employees below the department head level going through steps would also have a greater emphasis placed on merit. As mentioned earlier, in the past employees automatically received a step increase if they had a satisfactory evaluation. The new proposal would incorporate a point system where employees could move a half step or full step depending on the evaluation. An employee who is at the top step would be eligible for a performance bonus if their performance met specified criteria. They would also be eligible for up to two (2) performance bonuses while going through steps. This is a more defined approach than the current exemplary bonus system. These employees would also continue to receive annual market wage adjustments as union employees do. The current evaluation system for these employees will also need to be revised. We will be working with management and employees to update the current evaluation form that will incorporate a point system.

I have also attached some information some of the trustees requested in our meetings on this issue. Trustee Berg requested information about benefits. We have included a spreadsheet that has the most current cost of each employees salary and benefits, as well as the pages from the PayPoint plan that reviewed the employee benefits (**Exhibit E**). Below are a number of items Trustee Pannitto requested:

1. Number of positions covered by the pay plan – 101 positions
2. Number of staff members covered by the pay plan – 334 staff members
3. Number of staff per position – reference **Exhibit F** titled “Staffing – Positions in Pay Plan”
4. List of positions going to merit based program – 31 – reference **Exhibit G** titled “Merit Only Positions FY2020”
5. Tentative effective date of merit – May 1, 2019 for Management that will be receiving increases based on merit only
6. Number of management/supervisor positions overall – 34 – this is in reference to positions that will be included in merit plan only as of FY2020
7. Number of managers/supervisors (those going to merit) at top of scale – 7



Next Steps

I want to thank Human Resources, particularly Denise Maiolo and Paula Wagener who have done an outstanding job to develop this plan that will be a best of class pay plan in the southwest suburban area. Once the Board approves this plan, meetings will be held with employees to explain the plan.

Attached is an ordinance (**Exhibit H**) that incorporates new wage scales according to the pay plan and also includes a market wage adjustment of 2.5% for all non-union employees, retroactive to May 1st, except for the Village Manager.

Exhibit

“A”

DRAFT - COST OF PLAN IN 1ST FOUR YEARS

										1ST Year Annual Pay Difference (Comparing New Rate-Old Rate multiplied by Standard Hours)	Year 1 - Percent Change in pay rate compared to old plan	2ND Year Annual Pay Difference (Comparing New Rate-Old Rate multiplied by Standard Hours)	Year 2 - Percent Change in pay rate compared to old plan	3RD Year Annual Pay Difference (Comparing New Rate-Old Rate multiplied by Standard Hours)	Year 3 - Percent Change in pay rate compared to old plan	4TH Year Annual Pay Difference (Comparing New Rate-Old Rate multiplied by Standard Hours)	Year 4 - Percent Change in pay rate compared to old plan	TOTAL \$5 INCREASE IN Rate on New Plan Over Four Years	Highest possible Pay	Notes									
Last Name	First Name	PT or FT	Position Title	Send Hrs. rate	True hourly	Step on New Plan	Pay Grade on New Plan	New Hourly Rate																					
RONEY	JENNIFER	PT	BUS DISPATCHER	780 \$	15.76 E		nommed	\$ 15.76		0.00			0.0%						210.62 \$	17.11	Step F is highest step for role								
SKONICKCE	SUSAN	PT	BUS DISPATCHER	1300 \$	16.93 F		nommed	\$ 17.02		117.00			0.5%						468.03 \$	17.11	Step F is highest step for role								
BECK	MARK	PT	BUS DRIVER	1560 \$	11.93 A		nommed	\$ 12.61		1,060.80			5.7%						1,466.40 \$	17.11	Step F is highest step for role								
BOGEMILL	JOHN	PT	BUS DRIVER	520 \$	15.76 E		nommed	\$ 15.76		0.00			0.0%						468.02 \$	17.11	Step F is highest step for role								
COOPER	ROBERT	PT	BUS DRIVER	1300 \$	16.93 F		nommed	\$ 17.02		117.00			0.5%						136.50 \$	17.11	Step F is highest step for role								
MULQUEEN JR.	THOMAS	PT	BUS DRIVER	910 \$	13.72 C		nommed	\$ 13.77		45.50			0.4%																
BENNETT	BARBARA	PT	CLERICAL PART-TIME	1560 \$	16.93 I		nommed	\$ 17.33		\$624.00			2.4%						5,584.80	17.64									
BERAN	DOMNA	PT	CLERICAL PART-TIME	1300 \$	16.93 I		nommed	\$ 17.33		\$520.00			2.4%						4,654.00	17.64									
BOBBITT	CHERYL	PT	CLERICAL PART-TIME	1560 \$	16.93 I		nommed	\$ 17.33		\$624.00			2.4%						5,584.80	17.64									
COSSENTINO	CARY	PT	CLERICAL PART-TIME	1300 \$	16.93 I		nommed	\$ 17.33		\$520.00			2.4%						4,654.00	17.64									
DIMASO	CAROL	PT	CLERICAL PART-TIME	1560 \$	16.93 I		nommed	\$ 17.33		\$624.00			2.4%						5,584.80	17.64									
GONZALEZ JR	HECTOR	PT	CLERICAL PART-TIME	1300 \$	11.93 A		nommed	\$ 12.65		\$1,209.00			7.6%						1,677.00	17.64									
MCGINNIS	KATHERINE	PT	CLERICAL PART-TIME	1560 \$	16.93 I		nommed	\$ 17.33		\$624.00			2.4%						5,584.80	17.64									
ROT	LAURA	PT	CLERICAL PART-TIME	1300 \$	12.79 C		nommed	\$ 13.66		\$1,391.00			8.4%						2,184.00	17.64									
ZAVALA	SHARON	PT	CLERICAL PART-TIME	1300 \$	16.93 I		nommed	\$ 17.33		\$520.00			2.4%						4,654.00	17.64									
ARDAGH	PAMELA	PT	CLERK MATRON PART TIME	1300 \$	16.99 F		nommed	\$ 17.48		637.00			2.9%						3,289.00	20.29	On from 6 to 10 step pay								
GAMBIA	EVELYN	PT	CLERK MATRON PART TIME	1300 \$	16.99 F		nommed	\$ 17.48		637.00			2.9%						3,289.00	20.29	On from 6 to 10 step pay								
HUMENIK	ANMARIE	PT	CLERK MATRON PART TIME	1300 \$	18.16 H		nommed	\$ 18.83		871.00			3.7%						8,216.00	20.29	On from 6 to 10 step pay								
SCHMECKEPPER	ALEXANDRA	PT	CLERK MATRON PART TIME	1300 \$	16.00 E		nommed	\$ 16.84		1,092.00			5.3%						2,574.00	20.29	On from 6 to 10 step pay								
YOUNKER	PAMELA	PT	CLERK MATRON PART TIME	1300 \$	18.16 H		nommed	\$ 18.83		871.00			3.7%						8,216.00	20.29	On from 6 to 10 step pay								
FARICELLI	CHARLES	FT	DEPUTY POLICE CHIEF	2080 \$	64.87 H		nommed	\$ 65.47		\$2,080.00			55%	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	2,080.00 \$	69.88									
GALATI	DAVID	FT	FOREMAN-ELECTRIC	2080 \$	45.41 F		nommed	\$ 45.42		0.00			0.0%	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	62.40	51.12									
GROSSI	STEVEN	FT	FOREMAN-STREET	2080 \$	45.41 F		nommed	\$ 45.42		0.00			0.0%	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	62.40	51.12									
FITZPATRICK	JOSEPH	FT	FOREMAN-WATER DEPARTMENT	2080 \$	39.17 A		nommed	\$ 39.18		0.00			0.0%	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	41.60	51.12									
BRAZITIS	NICOLE	FT	LEAD TELECOMMUNICATOR	2080 \$	36.34 I		nommed	\$ 36.47		166.40			0.2%	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	9,339.20	41.74									
FLOWERS	JANE	FT	LEAD TELECOMMUNICATOR	2080 \$	36.34 I		nommed	\$ 36.47		166.40			0.2%	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	9,339.20	41.74									
STALEY	JENNIFER	FT	LEAD TELECOMMUNICATOR	2080 \$	36.34 I		nommed	\$ 36.47		166.40			0.2%	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	9,339.20	41.74									
BRUNO	JEAN	FT	OFFICE COORDINATOR - BUILDING	2080 \$	37.80 J		nommed	\$ 38.52		1,497.60			1.9%	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	1,497.60	38.52									
FLOWERS	CLAUDETTE	FT	OFFICE COORDINATOR - FIRE DEPT	2080 \$	33.79 F		nommed	\$ 34.23		915.20			1.3%	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	915.20	38.52									
GOMOLKA	WILLIAM	FT	OFFICE COORDINATOR - PV	2080 \$	28.85 A		nommed	\$ 28.85		0.00			0.0%	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	0.00	38.52	Employee hired in April 2018								
ROMANOW	JACYN	FT	QUAL/TRAINING COORDINATOR	2080 \$	37.81 J		nommed	\$ 38.55		1,747.20			2.2%	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	1,747.20	40.12									
SULLIVAN	LINDA	PT	SENIOR CENTER ASSISTANT	1040 \$	16.93 I		nommed	\$ 17.33		416.00			2.4%	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	3,723.20	17.99									
SANCHEZ	WICKI	PT	SPECIAL EVENTS COORDINATOR	1300 \$	31.86 G		nommed	\$ 32.49		819.00			2.0%	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	3,497.00	36.34									
DOLLIVER	KAREN	PT	TELECOMMUNICATOR-PT	910 \$	21.32 C		nommed	\$ 21.91		536.90			2.8%	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	5,796.70	26.94									
LAUDANT	ERIN	PT	TELECOMMUNICATOR-PT	1040 \$	20.65 B		nommed	\$ 21.27		644.80			3.0%	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	4,544.80	26.94									
ST JOHN	ANNETTE	PT	TELECOMMUNICATOR-PT	1040 \$	21.32 C		nommed	\$ 21.91		613.60			2.8%	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	4,544.80	26.94									
RECRUIT	RECRUIT	PT	TELECOMMUNICATOR-PT	1040 \$	20.65 B		nommed	\$ 21.27		644.80			3.0%	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	4,544.80	26.94									
HUGHES	BETH	PT	WORK ORDER TECHNICIAN	1300 \$	16.93 I		nommed	\$ 16.99		78.00			0.4%	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	2,841.00	17.64	Plan to bring EE in line with STEP A of recommended paygrade in incremental method, over 2 years.								
SMART	WALTER	PT	ZONING ADMINISTRATOR	1560 \$	20.50 A		nommed	\$ 21.74		967.20			6.0%	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	On Merit Pay Structure	Can range from 0-4%	3,274.00	31.27	method, over 2 years.								
										TOTAL - 1st year of plan		24,209		TOTAL - 2nd year of plan		34,332		TOTAL - 3rd year of plan		39,400		TOTAL - 4th year of plan		44,519		TOTAL - Cost over 4 Years		5142,419	

Exhibit

“B”

DATA VERIFICATION: OFFICE COORDINATOR

CONFIDENTIAL / DRAFT

OFFICE COORDINATOR			2.5% MWA	PublicSalary Verf. (Best Comparable position)	
Lockport	\$19.17		\$19.65	Niles	\$ 24.69
Berwyn	\$21.54		\$22.08	Prospect Heights	\$ 26.58
Berwyn (Min)	\$21.77		\$22.31	Homer Glen (Mid)	\$ 26.77
Oak Forest	\$25.25		\$25.89	Crest Hill	\$ 29.47
Lockport	\$30.36		\$31.12	Westmont (60th)	\$ 29.68
Tinley Park	\$30.62		\$31.38	O'Fallon	\$ 30.58
Tinley Park	\$31.77		\$32.57	Antioch	\$ 31.97
Orland Park (60 Perc.)	\$32.00		\$32.80	Hinsdale	\$ 32.03
Oak Lawn	\$32.12		\$32.93	West Chicago	\$ 33.35
Romeoville	\$32.27		\$33.08	Skokie (Max)	\$ 34.67
Bolingbrook	\$32.69		\$33.51	Palatine	\$ 35.35
Orland Park (Max.)	\$35.13		\$36.01	Orland Park	\$ 43.71
Tinley Park	\$35.53		\$36.42		
Oak Lawn	\$41.33		\$42.36		

	Raw Data	calc w/2.5%	TP 2018	Public Salary.com
MIN	\$22.31	\$	27.03	\$ 26.77
MID	\$32.57	\$	32.42	
MAX	\$36.01	\$	37.81	\$ 34.67
60th PCTL	\$32.80		-1.16%	\$ 30.58

AT MARKET

** aging of data applied (2.5%) based on Eff. Date in report.

Position is "At Market" with Paypoint data, but above pay of comparable position. Since this position is a management role, move to management paygrade

**Some Non-Comparable communities included
NOTE: Survey for best comparable role used.

DATA VERIFICATION: LEAD TELECOMMUNICATOR CONFIDENTIAL / DRAFT

LEAD TELECOMMUNICATOR (Paypoint & Publ. Sal. Data)		2.5% MWA	
North Chicago**		\$ 31.80	
Geneva**		\$ 34.62	Min.
Tinley Park	\$35.44	\$ 36.33	
Tinley Park	\$35.44	\$ 36.33	
Tinley Park	\$35.44	\$ 36.33	
Elgin**		\$ 37.39	60th %
Aurora**		\$ 38.06	
McHenry**		\$ 38.10	
Romeoville	\$38.46	\$ 39.42	Max.
Vernon Hills**		\$ 44.15	

** aging of P.S. data applied (2.5%)
based on Eff. Date in report

**Some Non-Comparable
communities included

**Paypoint data combined with PublicSalary data
to obtain sufficient data set size

Raw & P.S. data calc w/2.5%		TP plan w/2.5%
MIN	\$ 34.62	\$ 25.98
MID	\$ 36.33	\$ 31.15
MAX	\$ 39.42	\$ 36.33
60th PCTL	\$37.39	-16.69%
		BELOW

Recommend increase in payrange,
based on Paypoint and PublicSalary
data.

DATA VERIFICATION: QUALITY TRAINING COORD. CONFIDENTIAL / DRAFT

QUALITY & TRAINING COORD. - (No Paypoint data)**			
Orland Park	Min.	\$	32.36
Geneva		\$	34.50
Elgin	60th %	\$	37.39
Tinley Park	Max.	\$	37.81
Addison		\$	38.35

** aging of P.S. data applied (2.5%)
based on Eff. Date in report.

**Some Non-Comparable
communities included

Job Description indicates this is
supervisory position

	P.S. data calc	TP w/2.5%
MIN	\$32.36	\$ 27.03
MID		\$ 32.42
MAX	\$37.81	\$ 37.81
60th PCTL	\$37.39	-13.29%

BELOW

Due to difference between comparison factors (TP mid
and Data 60th), recommend raising position's paygrade
Position will increase in importance based
on expansion of workload in EMA-911 center

SPECIAL EVENTS COORDINATOR		2.5% MWA	
Brookfield	\$21.70	\$22.24	
Evergreen Park	\$22.45	\$23.01	Min
Homewood	\$22.93	\$23.50	
Evergreen Park	\$27.23	\$27.91	
Tinley Park	\$28.85	\$29.58	
Orland Park	\$32.00	\$32.80	\$0.60
Brookfield	\$32.36	\$33.16	
Romeoville	\$34.27	\$35.13	Max
Addison	\$34.70	\$35.57	

PublicSalary Verification Data (Spec. Events Coordinator) **	
Bensenville (Min)	\$23.20
St. Charles	\$32.98
Wheeling (60th)	\$34.21
Crystal Lake (Max)	\$35.33
West Chicago	\$37.47

** aging of data applied (2.5%)
based on Eff. Date in report.

**Some Non-Comparable
communities included

Raw data calc w/2.5%		TP w/2.5%
MIN	\$0.00	\$ 25.48
MID	\$0.00	\$ 30.56
MAX	\$0.00	\$ 35.63
60th PCTL	\$ 32.80	\$ 35.63
		BELOW

PublicSalary data provides a lower 60th percentile than Paypoint,
but still much higher than Tinley Park's midpoint of range.

Recommend moving this position to SAME Paygrade as Public Info. Coordinator and
Community Engagement Coordinator. One (1) pay grade move up.

ZONING ADMINISTRATOR

2.5% MWA

Villa Park	\$24.52	\$25.13	
Mokena	\$27.69	\$28.38	Min
Flossmoor	\$28.50	\$29.21	
Oak Lawn	\$31.30	\$32.09	60%
Romeoville	\$34.27	\$35.13	
Addison	\$34.97	\$35.85	Max
Bolingbrook	\$36.06	\$36.96	

Raw data calc w/2.5%		TP w/2.5%	
MIN	\$28.38	\$	20.50
MID	\$32.09	\$	24.58
MAX	\$35.85	\$	28.66
60th PCTL	\$ 32.09		-23.40%

BELOW

PublicSalary data provides a lower 60th percentile than Paypoint, but still much higher than TP plan. Recommend increasing payrange for this position.

However, will not fully match market as this is a part time position

PublicSalary Verf. (Zoning Admin.) **

Orland Park	\$25.31
Orland Park (Min)	\$27.60
Wood Dale (60th)	\$29.10
St. Charles	\$33.80
Wheeling (Max)	\$35.07
Crystal Lake	\$36.22

** aging of P.S. data applied (2.5%) based on Eff. Date in report.

**Some Non-Comparable communities included

NOTE: Survey for comparable role used.

Samantha's Verification Data (Admn. Asst.)			PublicSalary Verification Data (Admin. Asst.) **	
\$	21.95	Westmont	\$	20.41 Shorewood
\$	21.96	Tinley Park	\$	21.47 Frankfort
\$	23.66	Tinley Park	\$	22.16 Plainfield
\$	24.59	Lockport	\$	22.96 Plainfield (min)
\$	27.24	Bolingbrook	\$	24.64 North Chicago
\$	27.57	New Lenox	\$	25.31 Orland Park
\$	27.60	Oak Lawn	\$	25.59 Geneva (60th %)
\$	28.51	Tinley Park	\$	27.28 Lemont
\$	28.91	Shorewood	\$	27.36 Palatine (Max)
\$	29.10	Oak Lawn	\$	27.60 Orland Park
\$	29.82	New Lenox	\$	28.34 Downers Grove
\$	30.15	Addison		
\$	31.82	Mokena	** aging of data applied (2.5%) based on Eff. Date in report.	
\$	31.99	Addison		
\$	32.10	Woodridge	**Some Non-Comparable communities included	
\$	32.10	Woodridge		
\$	32.10	Woodridge		
\$	32.95	Addison		
\$	33.08	Woodridge		
\$	33.08	Woodridge		
\$	37.08	Orland Park		

One Employee Currently in this position as of May 2018, and additional position in recruiting phase

MIN \$27.24
60TH \$31.82
MAX \$32.10

	HR verf. Data	TP pay w/2.5%	PublicSal Data
MIN	\$ 27.24	\$ 20.39	\$ 22.96
MID	\$ 27.46	\$ 24.45	
MAX	\$ 31.76	\$ 28.51	\$ 27.36
60th PCTL	\$31.82		\$ 25.59
	-23.2%		-4.5%

Tinley Park Pay is below Market compared to both data sets.

Full Time Admin Asst has been recommended to be moved to a higher paygrade: from nm001a to nm003a
TP plan has Admin. Asst. and Clerk I in identical pay grade.
HR Verification and Public Salary data seem to support having these positions in separate pay grades.

DATA VERIFICATION: IT MANAGER

CONFIDENTIAL / DRAFT

I.T. Manager (HR Verification Data)	
Lockport	\$ 22.53
Villa Park	\$ 39.90
New Lenox	\$ 41.22
Bolingbrook	\$ 43.50
Westmont	\$ 46.74
Woodridge	\$ 54.65
Tinley Park	\$ 54.78
Berwyn	\$ 58.22
Addison	\$ 63.24

PublicSalary Verification Data (IT Manager) **	
McHenry	\$36.93
Geneva	\$41.82
Orland Park	\$43.71
West Chicago	\$47.15
Westmont	\$47.91
Plainfield	\$49.91
Downers Grove	\$46.94
Downers Grove	\$51.02
Glen Ellyn	\$53.92
Mt. Prospect	\$54.62
Addison	\$57.31
Mundelein	\$62.80

	Sam's data calc w/2.5%	TP w/2.5%	Public Salary.com
MIN	\$ 39.90	\$38.60	\$43.71
MID	\$ 56.65	\$44.44	
MAX	\$ 58.22	\$50.28	\$54.62
			\$46.94 60th Perc. (P.S.)
60th Pctf	\$ 54.65	-18.68% BELOW	-5.3% BELOW

HR Director			Samantha's Verification Data (HR Director)		PublicSalary Verification Data (HR Director) **	
		2.5% MWA				
Brookfield	\$ 40.63	\$ 41.64	\$ 39.84	Lockport	\$ 40.17	North Chicago
Romeoville	\$ 45.53	\$ 46.66	\$ 50.64	Oak Lawn	\$ 52.89	Westmont
Villa Park	\$ 47.68	\$ 48.87	\$ 51.60	Westmont	\$ 55.15	Bensenville
Oak Lawn	\$ 50.54	\$ 51.80	\$ 52.69	Tinley Park	\$ 56.71	Orland Park (MIN)
Orland Park	\$ 53.55	\$ 54.89	\$ 54.85	Woodridge	\$ 57.02	Wheaton
Tinley Park	\$ 54.53	\$ 55.90	\$ 54.83	Orland Park	\$ 57.03	Skokie
Woodridge	\$ 54.65	\$ 56.02	\$ 65.14	Addison	\$ 58.57	Downers Grove
Addison	\$ 63.55	\$ 65.14	\$ 67.79	New Lenox	\$ 59.32	Carol Stream
New Lenox	\$ 64.40	\$ 66.01			\$ 61.22	Palatine
					\$ 61.24	Crystal Lake (60th Perc.)
					\$ 61.65	Elk Grove
					\$ 62.31	Elmhurst
					\$ 63.40	Streamwood
					\$ 63.57	Algonquin (Max)
					\$ 66.77	Addison
					\$ 68.89	St. Charles
					\$ 72.22	Elgin

	Paypoint calc w/2.5%	TP w/2.5%	RS w/2.5%	HR Verification
MIN	\$46.66	\$42.83	\$56.71	\$50.64
MID	\$54.89	\$49.36	\$61.22	
MAX	\$65.14	\$55.89	\$63.57	\$65.14
				\$54.65
60th Pctl	\$ 55.90	-11.69%	-19.4%	-9.7%
Tinley Park pay below Market		BELOW	BELOW	BELOW

DATA VERIFICATION: FOREMAN (non-grandfathered paygrade)

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FOREMAN		2.5% MWA
Westmont	\$29.89	\$30.63
Westmont	\$30.39	\$31.14
Evergreen Park	\$30.58	\$31.34
Villa Park	\$32.79	\$33.61
Villa Park	\$32.79	\$33.61
Villa Park	\$33.08	\$33.91
Villa Park	\$33.08	\$33.91
Westmont	\$34.52	\$35.38
Brookfield	\$35.16	\$36.04 Min.
Brookfield	\$35.58	\$36.47
Berwyn	\$36.02	\$36.92
Woodridge	\$36.61	\$37.53
Flossmoor	\$36.76	\$37.68
Shorewood	\$37.03	\$37.95
Shorewood	\$37.03	\$37.95
Addison	\$39.22	\$40.20
Berwyn	\$40.54	\$41.55
Tinley Park	\$40.54	\$41.55
Mokena	\$41.08	\$42.11
Tinley Park	\$41.76	\$42.80
Orland Park	\$42.31	\$43.36
Orland Park	\$42.31	\$43.36
Orland Park	\$43.15	\$44.23
Addison	\$45.47	\$46.61
Woodridge	\$46.72	\$47.89 60th Perc.
Woodridge	\$46.72	\$47.89
Woodridge	\$46.72	\$47.89
Bolingbrook	\$47.81	\$49.00
Bolingbrook	\$47.81	\$49.00
Bolingbrook	\$47.81	\$49.00
Bolingbrook	\$47.81	\$49.00
Bolingbrook	\$47.81	\$49.00
Bolingbrook	\$47.81	\$49.00
Bolingbrook	\$47.81	\$49.00
Berwyn	\$47.94	\$49.14 Max.
Addison	\$49.69	\$50.93
Addison	\$49.69	\$50.93
Addison	\$49.69	\$50.93
Addison	\$49.69	\$50.93
Addison	\$49.69	\$50.93
Addison	\$49.69	\$50.93
Tinley Park	\$51.38	\$52.66
Tinley Park	\$51.38	\$52.66

Raw data calc w/2.5%		Foreman TP w/2.5%	H.R. Verification
MIN	\$ 36.04	\$ 38.03	\$ 39.30
MID	\$ 43.36	\$ 43.83	
MAX	\$ 49.14	\$ 49.62	\$ 48.90
60th PCTL	\$47.89		\$ 47.77
		-8.48%	-8.2%
Comparison: TP Midpoint to Market 60th Perc		BELOW vs. Paypoint	BELOW vs. HR verf.

Recommend small change to pay grade for Foreman position based on Paypoint and Public Salary data

Confidential

6/8/2018

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DEPUTY POLICE CHIEF 2.5% MWA			Samantha's Verification Data (Dep. Police Chief)	
Oak Forest	\$49.15	\$50.38	Oak Forest	\$ 50.38
Oak Forest	\$49.15	\$50.38	Oak Forest	\$ 50.38
Shorewood	\$50.25	\$51.51	Shorewood	\$ 52.79
Villa Park	\$51.22	\$52.50	Shorewood	\$ 53.82
Shorewood	\$51.24	\$52.52	Flossmoor	\$ 56.06
Villa Park	\$52.24	\$53.55	Mokena	\$ 56.27
Lockport	\$54.45	\$55.81	Lockport	\$ 56.93
Hornewood	\$54.47	\$55.83	Lockport	\$ 56.93
Brookfield	\$54.67	\$56.03	Mokena	\$ 59.64
Flossmoor	\$54.69	\$56.06	New Lenox	\$ 60.24
Romeoville	\$55.96	\$57.36 Min	New Lenox	\$ 62.79
Romeoville	\$55.96	\$57.36	Westmont	\$ 64.64
Romeoville	\$55.96	\$57.36	Tinley Park	\$ 64.87
Romeoville	\$55.96	\$57.36	Tinley Park	\$ 64.87
Romeoville	\$55.96	\$57.36	Berwyn	\$ 65.42
Mokena	\$56.82	\$58.24	Orland Park	\$ 65.63
Orland Park	\$58.65	\$60.12	Addison	\$ 70.08
Addison	\$58.77	\$60.24	Addison	\$ 70.08
Romeoville	\$59.24	\$60.72		
Tinley Park	\$59.65	\$61.14		
Westmont	\$59.71	\$61.20		
New Lenox	\$59.76	\$61.26		
New Lenox	\$59.76	\$61.26		
Orland Park	\$59.82	\$61.32		
Orland Park	\$59.82	\$61.32		
Orland Park	\$60.54	\$62.05		
Westmont	\$60.87	\$63.39		
Woodridge	\$60.89	\$62.41		
Tinley Park	\$61.44	\$62.98		
Woodridge	\$61.48	\$63.02 60 perc		
Evergreen P	\$61.50	\$63.04		
Evergreen P	\$61.50	\$63.04		
Bolingbrook	\$62.07	\$63.52		
Bolingbrook	\$62.07	\$63.52		
Addison	\$62.35	\$63.91		
Addison	\$62.35	\$63.91		
Bolingbrook	\$63.75	\$65.34		
Berwyn	\$64.14	\$65.74		
Berwyn	\$64.36	\$65.97		
Berwyn	\$64.36	\$65.97		
Berwyn	\$64.36	\$65.97		
Berwyn	\$64.36	\$65.97		
Addison	\$64.44	\$66.05 Max		
Oak Lawn	\$64.53	\$66.15		
Oak Lawn	\$64.56	\$66.18		
Oak Lawn	\$64.78	\$66.40		
Oak Lawn	\$64.94	\$66.56		
Oak Lawn	\$65.07	\$66.70		
Oak Lawn	\$65.45	\$67.09		
Addison	\$66.38	\$68.04		
Oak Lawn	\$68.08	\$69.78		
Oak Lawn	\$68.08	\$69.78		
Oak Lawn	\$68.33	\$70.04		

Raw data calc w/2.5% TP plan w/2.5%				
MIN	\$ 57.36	\$ 49.71	MIN	\$53.82
MID	\$ 62.39	\$ 57.30		
MAX	\$ 66.05	\$ 64.87	MAX	\$65.42
60th PCTL	\$63.02	-9.08%	60TH	\$62.79

BELOW

HR verification supports the higher range in PayPoint data. Recommend increase of range.

DATA VERIFICATION: PART TIME CLERICAL

Clerk I /Admin. Assistant 2.5% MWA		
Romeoville	\$8.83	\$9.05
Berwyn	\$13.66	\$14.00
Westmont	\$19.47	\$19.96
Hickory Hills	\$19.47	\$19.96
Romeoville	\$19.50	\$19.99
Tinley Park	\$19.89	\$20.38
Orland Park	\$20.27	\$20.78
Westmont	\$20.44	\$20.95
Tinley Park	\$21.42	\$21.96
Villa Park	\$23.41	\$23.99
Lockport	\$23.54	\$24.13
Westmont	\$23.75	\$24.34
Villa Park	\$24.35	\$24.96
New Lenox	\$24.45	\$25.06
Woodridge	\$26.09	\$26.74
New Lenox	\$26.24	\$26.90
New Lenox	\$26.24	\$26.90
Westmont	\$26.34	\$27.00
New Lenox	\$26.45	\$27.11
Bolingbrook	\$26.57	\$27.24
Tinley Park	\$26.79	\$27.46
Berwyn	\$26.93	\$27.60
Westmont	\$27.00	\$27.68
Bolingbrook	\$27.09	\$27.77
New Lenox	\$27.29	\$27.98
Shorewood	\$27.52	\$28.21
Woodridge	\$28.04	\$28.74
New Lenox	\$28.60	\$29.32
Bolingbrook	\$28.71	\$29.43
Addison	\$28.88	\$29.60
Bolingbrook	\$29.31	\$30.04
Mokena	\$30.30	\$31.06
Bolingbrook	\$30.61	\$31.38
New Lenox	\$30.94	\$31.71
New Lenox	\$30.94	\$31.71
Oak Lawn	\$30.99	\$31.76
Oak Lawn	\$32.22	\$33.03
Westmont	\$33.30	\$34.14
Westmont	\$33.38	\$34.21
New Lenox	\$33.46	\$34.30
Homewood	\$34.07	\$34.92
Tinley Park	\$34.24	\$35.09
Orland Park	\$36.21	\$37.11
Bolingbrook	\$38.99	\$39.96

Samantha's Verification Data (Clerk I)	
\$12.00	Hickory Hills
\$14.30	Hickory Hills
\$14.93	Romeoville
\$15.30	Berwyn
\$17.46	Romeoville
\$17.62	Berwyn
\$18.45	Berwyn
\$18.54	Villa Park
\$18.99	Villa Park
\$20.17	Villa Park
\$21.13	Villa Park
\$21.56	Oak Forest
\$21.57	Oak Forest
\$21.77	Villa Park
\$21.84	Berwyn
\$22.19	Villa Park
\$22.39	Orland Park
\$22.41	Bolingbrook
\$22.42	Addison
\$22.42	Addison
\$22.83	Romeoville
\$22.83	Romeoville
\$23.22	Villa Park
\$23.22	Villa Park
\$23.92	Villa Park
\$24.50	Addison
\$24.50	Addison
\$25.20	Addison
\$25.89	Addison
\$26.61	Lockport
\$26.79	Tinley Park
\$27.81	Tinley Park
\$27.81	Tinley Park
\$27.81	Tinley Park
\$27.81	Tinley Park
\$28.40	Addison
\$28.40	Addison
\$28.40	Addison
\$28.40	Addison
\$28.40	Addison
\$28.40	Addison
\$28.40	Addison
\$28.40	Addison
\$28.40	Addison
\$28.40	Addison
\$29.10	Oak Lawn

Raw data calc w/2.5%			HR Verf.
			Clerk 1
MIN	\$	21.96	\$ 20.17
MID	\$	27.46	
MAX	\$	31.76	\$ 28.40
60th PCTL		\$27.98	\$ 24.50

In examining this data further, to improve recruitment capability and maintain pay equity, HR also recommends changes to Part time Clerical and Part time Work Order Technician pay grade(s).

DATA VERIFICATION FT PT TELECOMMUNICATOR

TELECOMMUNICATOR 3.5% MWA			Samantha's Verification Data (Telecom)	
Romeoville	\$13.75	\$14.09	\$ 20.85	Tinley Park
Hickory Hills	\$14.75	\$15.12	\$ 21.32	Tinley Park
Hickory Hills	\$14.75	\$15.12	\$ 21.32	Tinley Park
Berwyn	\$15.30	\$15.68	\$ 25.41	Tinley Park
Romeoville	\$16.03	\$16.43	\$ 26.33	Orland Park
Forest View	\$17.76	\$18.22	\$ 26.37	Tinley Park
Forest View	\$17.76	\$18.22	\$ 26.37	Tinley Park
Forest View	\$17.76	\$18.22	\$ 26.37	Tinley Park
Forest View	\$17.76	\$18.22	\$ 27.38	Tinley Park
Westmont	\$18.68	\$19.15	\$ 27.60	Addison
Westmont	\$18.68	\$19.15	\$ 27.60	Addison
Berwyn	\$19.45	\$19.94	\$ 27.60	Addison
Berwyn	\$19.46	\$19.95	\$ 27.60	Addison
Berwyn	\$19.46	\$19.95	\$ 28.02	Orland Park
Berwyn	\$19.46	\$19.95	\$ 28.42	Tinley Park
Berwyn	\$20.57	\$21.08	\$ 28.43	Addison
Berwyn	\$20.57	\$21.08	\$ 28.43	Addison
Berwyn	\$20.57	\$21.08	\$ 28.43	Addison
Berwyn	\$20.57	\$21.08	\$ 28.43	Addison
Forest View	\$20.90	\$21.42	\$ 28.43	Addison
Hickory Hills	\$21.12	\$21.65	\$ 28.43	Addison
Westmont	\$22.56	\$23.12	\$ 28.43	Addison
Berwyn	\$23.22	\$23.80	\$ 28.43	Addison
Berwyn	\$23.22	\$23.80	\$ 28.43	Addison
Berwyn	\$23.22	\$23.80	\$ 28.43	Addison
Forest View	\$23.35	\$23.93	\$ 29.20	Oak Forest
Forest View	\$23.46	\$24.05	\$ 29.20	Oak Forest
Forest View	\$23.58	\$24.17	\$ 29.20	Oak Forest
Tinley Park	\$23.89	\$24.49	\$ 29.20	Oak Forest
Tinley Park	\$23.89	\$24.49	\$ 29.20	Oak Forest
Berwyn	\$24.56	\$25.19	\$ 29.20	Oak Forest
Tinley Park	\$24.79	\$25.41	\$ 29.20	Oak Forest
Tinley Park	\$24.79	\$25.41	\$ 29.20	Oak Forest
Romeoville	\$25.81	\$26.25	\$ 29.28	Addison
Tinley Park	\$25.73	\$26.37	\$ 29.28	Addison
Romeoville	\$25.78	\$26.42	\$ 29.28	Addison
Orland Park	\$26.05	\$26.70	\$ 29.28	Addison
Bolingbrook	\$26.13	\$26.79	\$ 29.28	Addison
Berwyn	\$26.14	\$26.79	\$ 29.28	Addison
Addison	\$26.93	\$27.60	\$ 29.28	Addison
Berwyn	\$27.55	\$28.24	\$ 29.28	Addison
Berwyn	\$27.55	\$28.24	\$ 29.49	Tinley Park
Tinley Park	\$27.73	\$28.42	\$ 29.49	Tinley Park
Tinley Park	\$27.73	\$28.42	\$ 30.16	Addison
Addison	\$27.74	\$28.43	\$ 30.16	Addison
Addison	\$27.74	\$28.43	\$ 30.16	Addison
Addison	\$27.74	\$28.43	\$ 30.16	Addison
Romeoville	\$28.31	\$29.02	\$ 30.44	Orland Park
Romeoville	\$28.31	\$29.02	\$ 32.00	Addison
Romeoville	\$28.31	\$29.02	\$ 33.01	Tinley Park
Romeoville	\$28.31	\$29.02	\$ 33.95	Orland Park
Brookfield	\$28.40	\$29.11	\$ 33.95	Addison
Brookfield	\$28.40	\$29.11	\$ 33.95	Addison
Brookfield	\$28.40	\$29.11	\$ 33.95	Addison
Oak Forest	\$28.49	\$29.20	\$ 33.95	Orland Park
Oak Forest	\$28.49	\$29.20	\$ 33.95	Orland Park
Oak Forest	\$28.49	\$29.20	\$ 33.95	Orland Park
Oak Forest	\$28.49	\$29.20	\$ 33.95	Orland Park
Oak Forest	\$28.49	\$29.20	\$ 33.95	Orland Park
Oak Forest	\$28.49	\$29.20	\$ 33.95	Orland Park
Oak Forest	\$28.49	\$29.20	\$ 33.95	Orland Park
Oak Forest	\$28.49	\$29.20	\$ 33.95	Orland Park
Addison	\$28.57	\$29.28	\$ 34.26	Tinley Park
Addison	\$28.57	\$29.28	\$ 34.26	Tinley Park
Addison	\$28.57	\$29.28	\$ 37.10	Addison
Addison	\$28.57	\$29.28	\$ 38.21	Addison
Addison	\$28.57	\$29.28	\$ 38.21	Addison
Hickory Hills	\$29.36	\$30.10		
Hickory Hills	\$29.36	\$30.10		
Hickory Hills	\$29.36	\$30.10		
Romeoville	\$29.73	\$30.48		
Romeoville	\$29.73	\$30.48		
Addison	\$30.31	\$31.07		
Addison	\$30.31	\$31.07		
Tinley Park	\$31.01	\$31.78		
Addison	\$31.22	\$32.00		
Orland Park	\$31.98	\$32.78		
Orland Park	\$31.98	\$32.78		
Orland Park	\$31.98	\$32.78		
Orland Park	\$31.98	\$32.78		
Tinley Park	\$33.42	\$34.25		
Tinley Park	\$33.42	\$34.25		
Tinley Park	\$33.42	\$34.25		
Addison	\$34.11	\$34.97		
Addison	\$34.11	\$34.97		
Addison	\$36.19	\$37.10		
Addison	\$36.19	\$37.10		
Addison	\$37.28	\$38.21		
Addison	\$37.28	\$38.21		
Raw data calc w/2.5% TP plan w/2.5%			No Increase recommended for FT Telecommunicators (TCO). As PT TCO currently start at 20.65, and cannot earn more than \$21.32 per hour (two/2 step paygrade), HR recommends move to 10	
MIN	\$ 21.08	\$ 24.49		
MID	\$ 28.43	\$ 29.38		
MAX	\$ 30.48	\$ 34.25		
60th PCTL	\$29.02	1.23%		
FT Telecommunicator		At Market	step paygrade.	
E. Brunell	MIN	\$28.42	If cost is considered too high by Board/Mayor, number of steps in	
Data	60TH	\$29.49	paygrade can be reduced as needed	
Verification	MAX	\$33.95		

DRAFT SIDE-BY-SIDE COMPARISON AS OF 06/14/2018

*Please note proposed max hourly rate remains Step "J" for most, but not all positions

N/A = Paypoint did not include in study. Rates do not include any additional Market Wage increases

Bolded = Paypoint did not collect data for position in study, but added recommendation based on comparison to other positions.

Position	Current Minimum Hourly Rate	Current Maximum Hourly Rate	Proposed Minimum Hourly Rate	Proposed Maximum Hourly Rate	Paypoint Proposed Minimum Hourly Rate*	Paypoint Proposed Maximum Hourly Rate	NOTES
Accountant II	\$ 31.81	\$ 41.50	\$ 31.81	\$ 41.50	\$ 28.81	\$ 43.63	No change to pay rate or paygrade
Accounting Technician	\$ 18.55	\$ 25.95	\$ 18.55	\$ 25.95	\$ 21.86	\$ 33.12	No change to pay rate or paygrade
Administrative Assistant (FT ONLY)	\$ 20.39	\$ 28.51	\$ 21.20	\$ 29.66	\$ 19.05	\$ 28.84	Further analysis into position requirements (KSA) and verification of data from comp communities showed position should be compensated at higher rate
ED/Clerk/Mktg Admin, Assistant (PT ONLY)	\$ 20.39	\$ 28.51	\$ 20.39	\$ 28.51	\$ 19.05	\$ 28.84	No change to pay rate or paygrade
Assistant PW Director	\$ 47.55	\$ 62.04	\$ 47.55	\$ 62.04	\$ 43.57	\$ 65.99	Data verification with comp communities showed this was appropriate rate.
Assistant Treasurer	\$ 38.60	\$ 50.36	\$ 44.13	\$ 57.59	\$ 43.57	\$ 65.99	Further analysis into position requirements (KSA) and verification of data from comp communities showed position should be compensated at higher rate.
Assistant Village Manager	\$ 51.89	\$ 67.83	\$ 51.89	\$ 67.83	\$ 40.67	\$ 61.59	Not included in Paypoint Study. HR located some comparable data, and incorporated position with minimal pay steps, with ability to transition to EMA role
Auxiliary Officer	\$ 14.22	\$ 14.22	\$ 14.22	\$ 15.32	N/A	N/A	Not included in Paypoint Study. HR obtained some comparable data which was referenced to update pay scale and pay rates
Building Inspector	\$ 30.44	\$ 42.58	\$ 30.44	\$ 42.58	N/A	N/A	Not included in Paypoint Study. HR obtained some comparable data which was referenced to update pay scale and pay rates
Building Official (Grade updated prev)	\$ 35.30	\$ 46.05	\$ 44.80	\$ 58.45	\$ 33.08	\$ 50.08	Not included in Paypoint Study. data from comp communities showed this was appropriate pay range. Position expected to become PART TIME
Building Permit Technician - FT	\$ 23.53	\$ 32.90	\$ 23.41	\$ 32.75	\$ 21.86	\$ 33.12	Current paygrade in HRIS not matching pay rates. Corrected paygrade will more closely match existing (unchanged) pay rates, changed to nonmgmt00a. No loss in current pay
Bus Dispatcher	\$ 11.93	\$ 16.93	\$ 12.61	\$ 17.02	N/A	N/A	Not included in Paypoint Study. HR obtained some comparable data which was referenced to update pay scale and pay rates
Bus Driver	\$ 11.93	\$ 16.93	\$ 12.61	\$ 17.02	N/A	N/A	Not included in Paypoint Study. HR obtained some comparable data which was referenced to update pay scale and pay rates
Business Retention Specialist	\$ 25.48	\$ 35.63	\$ 25.48	\$ 35.63	N/A	N/A	Not included in Paypoint Study and data collected by HR of comp communities showed this was appropriate pay range
CCTV Operator	\$ 11.93	\$ 16.93	\$ 11.93	\$ 16.93	N/A	N/A	Not included in Paypoint Study and data collected by HR of comp communities showed this was appropriate pay range
Comm. Development Director (m039)	\$ 51.99	\$ 67.83	\$ 50.46	\$ 65.84	\$ 43.57	\$ 65.99	Not included in Paypoint Study and data collected by HR of comp communities showed this was appropriate pay range
Clerical PT	\$ 11.93	\$ 16.93	\$ 12.61	\$ 17.99	N/A	N/A	Not included in Paypoint Study. Data collected by HR of comp communities showed this was appropriate pay range
Clerk I	\$ 20.39	\$ 28.51	\$ 20.39	\$ 28.51	\$ 19.05	\$ 28.84	No change to pay rate or paygrade
Clerk II	\$ 21.62	\$ 30.25	\$ 21.62	\$ 30.25	\$ 21.86	\$ 33.12	No change to pay rate. Paygrade is currently NonMgmt 004a for one person in the role.
Clerk/Matron - FT	\$ 21.20	\$ 29.66	\$ 21.20	\$ 29.66	\$ 20.41	\$ 30.90	Data verification with comp communities showed this was appropriate rate.
Clerk/Matron - PT	\$ 13.16	\$ 18.16	\$ 14.50	\$ 20.29	N/A	N/A	Not included in Paypoint Study. Per duties, PT role has greater complexity of duties commensurate with increase in pay rate
Code Compliance Officer	\$ 30.44	\$ 42.58	\$ 30.44	\$ 42.58	\$ 26.90	\$ 40.72	No change to pay rate or paygrade. Data verification with comp communities showed this was appropriate rate.
Commission Secretary	\$ 18.93	\$ 16.93	\$ 18.93	\$ 16.93	N/A	N/A	Not included in Paypoint Study and HR unable to find sufficient data to change current pay. Incorporating position into Pay plan, with one step
Community Engagement Coordinator	\$ 25.98	\$ 36.34	\$ 25.98	\$ 36.34	\$ 25.10	\$ 38.01	No change to pay rate or paygrade. Data verification with comp communities showed this was appropriate rate
Community Service Officer - FT and CSO							
Animal Control - PT	\$ 22.51	\$ 31.48	\$ 22.51	\$ 31.48	\$ 21.86	\$ 33.12	No change to pay rate or paygrade. Data verification with comp communities showed this was appropriate rate
Community Service Officer - PT Field Ops	\$ 18.30	\$ 18.30	\$ 18.30	\$ 18.30	N/A	N/A	Not included in Paypoint Study. Considered history of recruitment and nature of role, multiple step pay grade not warranted for position
Computer Technician	\$ 29.26	\$ 40.92	\$ 29.26	\$ 40.92	\$ 33.08	\$ 50.08	Data verification with comp communities, KSAs and responsibilities showed this was appropriate rate.
Crossing Guard	\$ 10.85	\$ 17.80	\$ 10.85	\$ 17.80	N/A	N/A	Not included in Paypoint Study and HR unable to find sufficient data to change current pay. Added intermediate steps and incorporated into pay plan
Custodian	\$ 12.61	\$ 16.81	\$ 12.61	\$ 16.81	\$ 12.60	\$ 19.08	HR unable to find sufficient data to change current pay when conducting data verification.
Deputy Fire Chief - FT	\$ 49.72	\$ 64.87	\$ 49.72	\$ 64.87	\$ 46.69	\$ 70.69	Further analysis into position requirements (KSA) and verification of data from comp communities showed no change needed.
Deputy HR Director	\$ 31.81	\$ 41.50	\$ 31.81	\$ 41.50	\$ 33.08	\$ 50.08	Further analysis into position requirements (KSA) and verification of data from comp communities showed no change needed.
Deputy Police Chief	\$ 48.72	\$ 64.87	\$ 53.56	\$ 69.88	\$ 46.69	\$ 70.69	Further analysis into position requirements (KSA) and verification of data from comp communities showed position should be compensated at a higher rate.
Deputy Village Clerk	\$ 33.76	\$ 44.05	\$ 33.76	\$ 44.05	\$ 33.08	\$ 50.08	No change to pay rate or paygrade
Economic Development Manager	\$ 44.13	\$ 57.59	\$ 44.13	\$ 57.59	\$ 43.57	\$ 65.99	Not included in Paypoint Study and data collected by HR of comp communities showed this was appropriate pay range.
Electrical Inspector	\$ 30.44	\$ 42.58	\$ 30.44	\$ 42.58	\$ 28.81	\$ 43.63	No change to pay rate or paygrade
EMA & Communications Director	\$ 47.55	\$ 62.04	\$ 47.55	\$ 62.04	\$ 46.69	\$ 70.69	No change to pay rate or paygrade
EMA Personnel	\$ 19.90	\$ 19.90	\$ 15.32	\$ 19.90	N/A	N/A	Not included in Paypoint Study. Data obtained, and review of duties indicated that position was best suited as a transitional responsibilities for Auxiliary Officer personnel, based on meeting qualifications.
Executive Assistant	\$ 28.66	\$ 37.39	\$ 28.66	\$ 37.39	\$ 28.81	\$ 43.63	Data verification with comp communities, KSAs and responsibilities showed this was appropriate rate
Fire Alarm Service Officer -PT	\$ 24.49	\$ 34.26	\$ 24.49	\$ 34.26	\$ 21.86	\$ 33.12	No change to pay rate or paygrade
Fire Chief	\$ 57.70	\$ 75.28	\$ 57.70	\$ 75.28	\$ 53.59	\$ 81.15	Not included in Paypoint Study and data collected by HR of comp communities showed this was appropriate pay range.
Fire Inspector - FT	\$ 30.44	\$ 42.58	\$ 30.44	\$ 42.58	\$ 25.10	\$ 38.01	Data verification with comp communities, KSAs and responsibilities showed this was appropriate rate.
FOIA Compliance and Coordinator	\$ 27.03	\$ 37.80	\$ 27.03	\$ 37.80	\$ 26.90	\$ 40.72	As of 5/2018, position is now full time w/slight title change
Foreman - New Scale	\$ 38.03	\$ 49.62	\$ 39.18	\$ 51.12	\$ 30.87	\$ 46.74	Paypoint did not take into consideration that our Foremen are Exempt while most communities are Non-Exempt so higher rate makes up for it.
Foreman - Old Scale	\$ 40.36	\$ 52.66	\$ 40.36	\$ 52.66	\$ 30.87	\$ 46.74	Paypoint did not take into consideration that our Foremen are Exempt while most communities are Non-Exempt so higher rate makes up for it.
Head Mechanic	\$ 38.03	\$ 49.62	\$ 38.03	\$ 49.62	\$ 30.87	\$ 46.74	Paypoint did not take into consideration that our Head Mechanic is Exempt while most communities are Non-Exempt so higher rate makes up for it.
Health & Consumer Protection Officer	\$ 30.44	\$ 42.58	\$ 30.44	\$ 42.58	\$ 25.10	\$ 38.01	No change to pay rate or paygrade
HR Director	\$ 42.84	\$ 55.90	\$ 44.13	\$ 57.59	\$ 43.57	\$ 65.99	Further analysis into position requirements (KSA) and verification of data from comp communities showed position should be compensated at a higher rate
Intern	\$ 11.93	\$ 16.93	\$ 11.93	\$ 16.93	N/A	N/A	Not included in Paypoint Study and HR unable to find sufficient data to change current pay. Incorporated role with pay plan
IT Manager	New Position		\$ 42.84	\$ 55.90	\$ 43.57	\$ 65.99	Not included in Paypoint Study and data collected by HR of comp communities showed this was appropriate pay range.

Confidential

7/9/2018

DRAFT SIDE-BY-SIDE COMPARISON AS OF 06/14/2018

*Please note proposed max hourly rate remains Step "J" for most, but not all positions
N/A = Paypoint did not include in study Rates do not include any additional Market Wage increases

Bolded = Paypoint did not collect data for position in study, but added recommendation based on comparison to other positions

Position	Current Minimum	Current Maximum	Proposed Minimum	Proposed Maximum	Paypoint Proposed Minimum	Paypoint Proposed Maximum	NOTES
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate*	Hourly Rate*	Hourly Rate*	
Lead Computer Technician	\$ 35.30	\$ 46.06	\$ 35.30	\$ 46.06	\$ 35.43	\$ 53.66	Not included in Paypoint Study and data collected by HR of comp communities showed position should be compensated at same rate
Lead Telecommunicator	\$ 25.98	\$ 36.33	\$ 27.03	\$ 37.81	\$ 26.90	\$ 40.72	Further analysis into position requirements (KSA) and verification of data from comp communities showed position should be compensated at listed rate
Management Analyst	New Position		\$ 25.98	\$ 36.34	N/A	N/A	
Marketing Assistant	\$ 20.39	\$ 28.51	\$ 20.39	\$ 28.51	\$ 21.86	\$ 33.12	No change to pay rate or paygrade
Marketing Director	\$ 42.84	\$ 55.90	\$ 42.84	\$ 55.90	\$ 43.57	\$ 65.99	As of 5/2018, position is now full time. No change to paygrade
Midnight Records Clerk	\$ 18.55	\$ 25.95	\$ 18.55	\$ 25.95	\$ 21.86	\$ 33.12	Further analysis into position requirements (KSA) and verification of data from comp communities showed position rate/grade should stay unchanged
Office Coordinator	\$ 27.03	\$ 37.80	\$ 29.53	\$ 38.52	\$ 26.90	\$ 40.72	Analysis into position requirements (KSA) and verification from comp communities showed position should be compensated at listed rate and exempt
Operations Coordinator	\$ 32.28	\$ 42.12	\$ 32.28	\$ 42.12	\$ 26.90	\$ 40.72	Further analysis into position requirements (KSA) and verification of data from comp communities showed position should be compensated at listed rate
Planner I ("Associate Planner")	\$ 24.97	\$ 34.92	\$ 27.57	\$ 38.57	\$ 25.10	\$ 38.01	Further analysis into position requirements (KSA) and verification of data from comp communities showed position should be compensated at a higher rate.
Planner II ("Senior Planner")	\$ 31.81	\$ 41.50	\$ 31.81	\$ 41.50	N/A	N/A	Not included in Paypoint Study and data collected by HR of comp communities showed this was appropriate pay range.
Planning Manager	\$ 47.55	\$ 62.04	\$ 47.55	\$ 62.04	N/A	N/A	Not included in Paypoint Study and data collected by HR of comp communities showed this was appropriate pay range.
Planning Inspector	\$ 30.44	\$ 42.58	\$ 30.44	\$ 42.58	\$ 28.81	\$ 43.63	No change to pay rate or paygrade
Police Chief	\$ 57.70	\$ 75.28	\$ 57.70	\$ 75.28	\$ 53.59	\$ 81.15	No change to pay rate or paygrade
PT Patrol Officer	\$ 16.32	\$ 27.28	\$ 16.32	\$ 27.28	N/A	N/A	Not included in Paypoint Study and HR unable to find sufficient data to change current pay Incorporated role on to pay plan (rather than by ordinance)
PT Accountant	\$ 24.48	\$ 34.24	\$ 24.48	\$ 34.24	N/A	N/A	Not included in Paypoint Study and data collected by HR of comp communities showed this was appropriate pay range.
Public Education Officer (Fire)	\$ 24.99	\$ 34.24	\$ 24.49	\$ 34.24	N/A	N/A	Not included in Paypoint Study and data collected by HR of comp communities showed this was appropriate pay range.
Public Information Coordinator	\$ 25.98	\$ 36.33	\$ 25.98	\$ 36.33	\$ 25.10	\$ 38.01	No change to pay rate or paygrade
Public Works Director	\$ 55.18	\$ 71.99	\$ 55.18	\$ 71.99	\$ 60.02	\$ 75.74	No change to pay rate or paygrade
Quality & Training Coordinator	\$ 27.03	\$ 37.80	\$ 28.68	\$ 40.12	\$ 30.87	\$ 46.74	Further analysis into position requirements (KSA) and verification of data from comp communities showed position should be compensated at a higher rate
Records Supervisor	\$ 32.28	\$ 42.12	\$ 32.28	\$ 42.12	\$ 25.10	\$ 38.01	No change to pay rate or paygrade
Seasonal I	\$ 11.93	\$ 16.93	\$ 11.93	\$ 16.93	N/A	N/A	Not included in Paypoint Study and HR unable to find sufficient data to change current pay Incorporating position into Pay plan, with interim rate steps
Secretary	\$ 22.51	\$ 31.47	\$ 22.51	\$ 31.47	\$ 19.05	\$ 28.84	No change to pay rate or paygrade
Senior Accountant	\$ 35.30	\$ 46.06	\$ 35.30	\$ 46.06	\$ 35.43	\$ 53.66	Further analysis into position requirements (KSA) and verification of data from comp communities showed position rate/grade should be unchanged
Senior Center Assistant	\$ 11.93	\$ 16.93	\$ 12.86	\$ 17.99	N/A	N/A	**Not included in Paypoint Study. Data collected by HR of comp communities showed position rate/grade should be appropriate pay range
Senior Fire Inspector	\$ 34.96	\$ 48.90	\$ 34.96	\$ 48.90	N/A	N/A	Not included in Paypoint Study and further study of other communities would be needed if this range is not considered acceptable by management/Board.
Special Events Coordinator	\$ 25.47	\$ 35.63	\$ 25.98	\$ 36.34	\$ 25.10	\$ 38.01	Further analysis into position requirements (KSA) and verification of data from comp communities showed position should be compensated at a higher rate.
Staff Accountant - FT	\$ 29.26	\$ 40.92	\$ 29.26	\$ 40.92	\$ 25.10	\$ 38.01	Not included in Paypoint Study and data collected by HR of comp communities showed this was appropriate pay range.
Staff Accountant - PT	\$ 24.49	\$ 34.24	\$ 24.48	\$ 34.24	N/A	N/A	Not included in Paypoint study. Repositioned PT role's paygrade based on duties associated with role, no change to pay rate
Superintendent	\$ 44.13	\$ 57.59	\$ 44.13	\$ 57.59	\$ 37.97	\$ 57.48	No change to pay rate or paygrade. applies to all categories of Superintendent
Telecommunicator - FT	\$ 24.49	\$ 34.26	\$ 24.49	\$ 34.26	\$ 23.43	\$ 35.48	No change to pay rate or paygrade
Telecommunicator - PT	\$ 20.65	\$ 21.32	\$ 20.65	\$ 26.94	N/A	N/A	Not included in Paypoint study, but based on job description the PT position has greater complexity of duties, KSA, and responsibility to warrant higher pay rates. Previously TWO (2) steps in pay range, changed to TEN (10)
Utility Billing Technician FT & PT	\$ 23.53	\$ 32.80	\$ 23.41	\$ 32.75	\$ 21.86	\$ 33.12	Current paygrade in HRIS not matching payrates. Corrected paygrade will more closely match existing (unchanged) payrates, changed to minimum008a. No loss in current pay
Videographer	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	N/A	N/A	Not included in Paypoint Study and HR unable to find sufficient data to change current pay
Village Engineer	\$ 44.13	\$ 57.59	\$ 44.13	\$ 57.59	\$ 37.97	\$ 57.48	Not included in Paypoint Study. Data collected by HR of comp communities showed this was appropriate pay range.
Village Manager	\$ 75.43	\$ 98.42	\$ 75.43	\$ 98.42	\$ 61.51	\$ 93.15	No change to pay rate or paygrade
Village Treasurer	\$ 54.36	\$ 70.93	\$ 54.36	\$ 70.93	\$ 50.02	\$ 75.74	No change to pay rate or paygrade
Work Order Technician - FT	\$ 23.53	\$ 32.90	\$ 23.41	\$ 32.75	\$ 21.86	\$ 33.12	Current paygrade in HRIS not matching payrates. Corrected paygrade will more closely match existing (unchanged) payrates, changed to minimum008a. No loss in current pay
Work Order Technician - PT	\$ 11.93	\$ 16.93	\$ 12.61	\$ 17.64	N/A	N/A	**Not included in Paypoint study, but based on job description PT position has greater complexity of duties, requisite KSA, etc to warrant higher rate of pay
Zoning Administrator -PT	\$ 20.50	\$ 28.66	\$ 21.74	\$ 30.41	\$ 21.86	\$ 33.12	**Per duties, PT role has greater complexity of duties commensurate with increase in payrate.

Exhibit

“C”

MERIT PAY INCREASE PLAN - EFF. MAY 1, 2019

Number	Title of Position	Notes
1	Village Manager	Position evaluated on Merit only, as of FY2019
2	Assistant Village Manager	
3	Director, HR	
4	Deputy Director, HR	
5	Director, Finance/Treasurer	
6	Assistant Director, Finance	
7	Manager, Information Technology	
8	Director, Marketing	
9	Director, Public Works	
10	Assistant Director, Public Works	
11	Director, Community Development	
12	Manager, Economic Development	
13	Manager, Planning	
14	Building Official	
15	Chief, Police	
16	Deputy Chief, Police	
17	Commander, Police	
18	Chief, Fire	
19	Deputy Chief, Fire	
20	Assistant Chief, Fire	
21	Deputy Village Clerk	
22	Village Engineer	
24	Office Coordinator, Public Works	
25	Office Coordinator, Building	
26	Office Coordinator, Fire	
27	Superintendent, Water	
28	Superintendent, Fleet & Facilities	
29	Superintendent, Street	
30	911 Operations Coordinator (TCO Supervisor)	
31	911 Training & Development Coordinator	

Exhibit

“D”



2018 Performance Evaluation for Management Employees

<input type="checkbox"/> Probationary Review <input type="checkbox"/> Annual Review <input type="checkbox"/> Special Review <input type="checkbox"/> Other (specify)	
Review Period From:	To:
Name:	Department:
Job Title:	Name of Evaluator:
DEFINITION OF SCORES	

DISTINGUISHED = 4 = Performance at this caliber is rare, reflecting a high performer who clearly goes above and beyond the stated job requirements and expectations. This rating may also be earned for excellent performance in response to an unusual occurrence that would not normally constitute the employees' regular duties and responsibilities, or may also be the result of additional work allocations, outstanding quality over a long period of time, exceptional effort or a combination of both. Examples of the employee's particular achievements must be submitted with the Performance Evaluation Form.

EXCEEDS STANDARDS = 3 = Performance at this level exceeds all Department standards and is represented by outstanding achievements over and above the normal work assigned, and a higher level of productivity than is routinely expected. The employee demonstrates a clear and obvious willingness to go beyond what is required and is a strong, solid performer that is the mainstay of our organization. Examples of outstanding achievements must be documented and submitted with the Performance Evaluation Form with an appropriate statement as to how the achievements favorably impacted the department.

MEETS STANDARDS = 2 = Performance at this level reflects a competent employee with adequate contributions. Duties and responsibilities are met consistently and in a satisfactory and acceptable manner.

NEEDS IMPROVEMENT = 1 = Performance at this level indicates need for development, training, more skills or experience in the job to attain a level of competency. While some job requirements are met, some improvement is necessary to fully meet all job requirements. This employee shows promise if the performance can be brought up to expectations. Performance as expected during early periods on a new job, as well as during the training phase of an individual's employment. Usually the individual develops and moves beyond this level at the average rate set by the supervisor based on the standards of performance. It should be used when an employee is in a training phase as well as when the experienced employee's performance has dropped from a previous higher level. Supervisors must set written action plans for each employee who is rated as "needs improvement" in each area where the rating applies as well as timetables and deadlines for the improvement to occur.

UNACCEPTABLE = 0 = Performance at this level is below the minimum acceptable requirement for the position. Duties and responsibilities are not met and performance indicates a serious deficiency in a specific area. This rating indicates that the employee must improve or face demotion or possible termination.

1. COMMUNICATION SKILLS:**SCORE**

Relates appropriate information to the employees, supervisors and the public. Gives and receives written and verbal information and ideas clearly and accurately; is able to clearly communicate with subordinates with little or no misunderstanding of instructions and /or information. Evaluate also the employee's oral and written expression of thoughts, ideas, including the timeliness and quality of reports and other written documentation for clarity, organization, accuracy, grammar and form.

0-1-2-3-4**GENERAL COMMENTS:****2. PLANNING AND ORGANIZING****SCORE**

Structures the work of the department and plans/organizes its work to effectively and efficiently meet the municipal services needs of the citizens; ties together work units, departmental and Village goals; involves subordinates in goal development and achievement. Evaluate the employee's ability to effectively plan assignments, coordinate the work force and ability to use resources, equipment, and personnel in an efficient and effective manner while considering the fiscal impact when making decisions.

0-1-2-3-4**GENERAL COMMENTS:****3. TASK/PROJECT MANAGEMENT****SCORE**

Prepares and implements clear short and long term plans. Projects are completed in a thorough and timely manner; perseverant and accomplished employee who stays focused and motivated. Can be relied upon to have accurate and complete information to address new issues and difficult problems; produces efficient workflow and incorporates professional standards of excellence.

0-1-2-3-4**GENERAL COMMENTS:**

4. RELATIONSHIPS/CUSTOMER SERVICE**SCORE**

Treats all people with respect and dignity; handles and resolves conflict maturely and professionally; establishes teamwork and maintains effective relationships with all workers, supervisors, departments, organizations and other agencies; promotes good public relations; is cooperative and polite; responds appropriately to fulfill the needs, requests and interest of the public.

0-1-2-3-4**GENERAL COMMENTS:****5. CONNECTION WITH THE VILLAGE****SCORE**

Shows commitment, awareness, acceptance and active participation in the organization and community. Participates in extra curricular community events in a significant capacity and promotes networking opportunities; addresses quality of life issues through open and accessible governmental practices; increases sense of partnership between Village and community.

0-1-2-3-4**GENERAL COMMENTS:****6. WORKPLACE ENVIRONMENT****SCORE**

Takes actions to improve practices and procedures to avoid future problems. Follows adopted/accepted policies, procedures, state and federal laws and requirements. Promotes a healthy and safe working atmosphere; reduces work hazards.

0-1-2-3-4**GENERAL COMMENTS:**

7. RESOURCE MANAGEMENT**SCORE**

Assembles and assumes a clear perspective of the department's budget that realistically meets the Village's needs; proposes policies and management procedures that will protect short and long term departmental requirements. Effectively allocates manpower, time and material. Evaluate the degree of adaptability to change demonstrated by the employee when confronted with new policies, procedures and/or technologies along with willingness to accept suggestion, adaptability to changing priorities and new technology when required.

0-1-2-3-4**GENERAL COMMENTS:****8. BEHAVIOR AND BEARING****SCORE**

Displays poise and confidence; sets example for positive behavior and exudes a professional demeanor and appearance; behavior is responsible, ethical and reliable; retains emotional control, possesses productive spirit and upbeat attitude; makes and keeps commitments. Evaluate the employee's degree of commitment to the job and the Village, the willingness with work assignments and job duties are accepted and carried out and overall demonstrated ability to withstand stress or pressure while remaining calm in difficult situations.

0-1-2-3-4**GENERAL COMMENTS:**

9. RESOLUTION SKILLS**SCORE**

Is fair and impartial; exercise sound problem solving abilities in the decision making process; utilizes consistent and objective criteria in work performance appraisals; maintains/creates harmony; is creative and innovative; consults/empowers other staff when applicable; seeks to understand and then to be understood. Evaluate the degree of reasoning, thinking and interpretation exercised by the employee in carrying out assignments and duties and the effectiveness of sound decisions made and conclusions reached. The ability to delegate tasks within areas of responsibility, knowledge of the employee's capabilities so that delegation of responsibility aids in the efficiency and effectiveness of the departmental operations; ability to demonstrate control over workforce with sufficient and appropriate control, while inspiring and facilitating the activities of subordinates and peers.

0-1-2-3-4

GENERAL COMMENTS:**10. PROFESSIONAL DEVELOPMENT****SCORE**

Seeks opportunities to improve job-related knowledge and skills. Stays current in areas of expertise and emerging technologies. Actively pursues learning opportunities in formal or informal settings that enhance personal standing; maintains/pursues licensing/certification status.

0-1-2-3-4

GENERAL COMMENTS:

11. PROACTIVITY**SCORE**

Takes initiative and responsibility without direction to implement positive action; value driven; works in areas that need accomplishment; takes calculated risks to improve performance, trying something new or innovative; conducts/contributes productively in meetings. Evaluate the degree to which the employee demonstrates interest, enthusiasm and ingenuity in carrying out the work assignments, the quality of work produced under normal conditions, the ability to learn new duties, accept responsibility and perform duties timely and effectively.

0-1-2-3-4**GENERAL COMMENTS:****12. LEADERSHIP****SCORE**

Seeks agreements or solutions that are mutually beneficial and satisfying; creates a cooperative and unified atmosphere; inspires confidence and empowers others toward individual and departmental goals; acts decisively in a crisis.

0-1-2-3-4**GENERAL COMMENTS:**

13. ACHIEVEMENT OF GOALS

Summarize last year's goals briefly and indicate how well they were met. Explain the possible reasons why some goals were exceeded and others were not achieved. Attach additional sheets if necessary.

GOALS	RESULTS ACHIEVED
1.	
2.	
3.	
4.	
5.	

13. GENERAL COMMENTS

Note any pertinent facts that should be known about the employee's performance or development not covered by another section of this evaluation form. Comment on employee's strengths, areas you feel the employee should improve, training suggestions you believe would improve the employee's ability to do their job.

--

14. NEW GOALS

List the goal to be achieved in the next evaluation period. Indicate specific plans for accomplishing these goals. Attach additional sheets if necessary.

GOALS	
1.	6.
2.	7.
3.	8.
4.	9.
5.	10.

15. EMPLOYEE COMMENTS

Indicate any comments that you may have on this performance evaluation. Note any areas of disagreement or incidents of importance. State what you will do to maintain or improve performance.

--

SIGNATURE BLOCK #1 – EMPLOYEE

EMPLOYEE states: My signature indicates that I have read and discussed this performance review with my supervisor. It does not necessarily mean that I agree with the comments. If I disagree with this review, I can explain either in the space above or on a separate page the specific areas of disagreement. I understand I may request a copy of the performance review from my supervisor.

EMPLOYEE SIGNATURE

DATE

SIGNATURE BLOCK #2 – SUPERVISOR/EVALUATOR

SUPERVISOR states: My signature indicates that I have discussed this performance review with my employee. necessarily

SUPERVISOR / EVALUATOR

DATE

SIGNATURE BLOCK #3 – VILLAGE MANAGER

VILLAGE MANAGER states: I have reviewed this Performance Evaluation AND given the ORIGINAL to Human Resources.

VILLAGE MANAGER

DATE

SIGNATURE BLOCK #5 – HUMAN RESOURCES

HUMAN RESOURCES DIRECTOR states: I have reviewed this Performance Evaluation AND filed the ORIGINAL in the Employee's Personnel File.

HUMAN RESOURCES DIRECTOR

DATE

For Office Purposes

Merit Increase? Yes ____ No ____

WEIGHTED AVERAGE / SCORE SHEET

Assess the importance of the various job elements and performance standards using the scale.

WEIGHT FACTOR:
 0 = Not Acceptable
 1 = Needs Improvement
 2 = Important
 3 = Highly Important

SCORE:
 0 = Unsatisfactory
 1 = Needs Improvement
 2 = Meets Standards
 3 = Exceeds Standards
 4 = Distinguished

Employee Name:

Job Title:

Reviewer:

PRIMARY JOB ELEMENTS		WEIGHT FACTOR	SCORE	POINTS
1	Communication Skills			
2	Planning and Organizing			
3	Task/Project Management			
4	Relationships/Customer Service			
5	Connection with Village			
6	Workplace Environment			
7	Resource Management			
8	Behavior and Bearing			
9	Resolution Skills			
10	Professional Development			
11	Proactivity			
12	Leadership			
TOTALS:				
TOTAL POINTS/TOTAL WEIGHT FACTOR = WEIGHTED AVERAGE			EVALUATOR SIGNATURE	
_____ / _____ = _____				

Exhibit

“E”



Village President
Jacob C. Vandenberg

Village Clerk
Kristin A. Thirion

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

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

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

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

Public Works
(708) 444-5500

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

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

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

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

Senior Community Center
(708) 444-5150



Village of Tinley Park, Cook and Will Counties, Illinois

Compensation Report In consideration of Public Act 97-0609

All Employees

Fiscal Year Ending April 30, 2019

Published April 20, 2018



www.TinleyPark.org

EMPLOYEE COMPENSATION

Village President

Jacob C. Vandenberg

Village Clerk

Kristin A. Thirion

Village Trustees

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7850 W. 183rd St.

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Non-Emergency

Fax: (708) 444-5399

John T. Dunn

Public Safety Building

17355 S. 68th Court

Tinley Park, IL 60477

Fire Department

(708) 444-5200

Non-Emergency

Fax: (708) 444-5299

EMA

(708) 444-5600

Fax: (708) 444-5699

Senior Community

Center

(708) 444-5150



In August 2011 Public Act 97-0609 became law. This Act amended the Illinois Open Meetings Act and the Illinois Pension Code and requires additional disclosures to be provided by Illinois public bodies.

The Act provides that any Illinois Municipal Retirement Fund (IMRF) employer that approves an IMRF eligible employee's total compensation package equal to or in excess of \$150,000 per year must post the total compensation package at least 6 days before the approval of said compensation package or a budget. The Act requires that all IMRF employers must post information for each IMRF eligible employee having a total compensation package that exceeds \$75,000 per year within 6 days of approval of a budget.

For purposes of the Act, "Total Compensation Package" means payments by the employer to the employee for salary, health insurance, a housing allowance, a vehicle allowance, a clothing allowance, bonuses, loans, vacation days granted, and sick days granted. This definition of "Total Compensation Package" under the Act includes only items that are paid directly to the employee, and not expenses incurred by the employer for the benefit of the employee. Accordingly, expenses such as health insurance premiums, and retirement system contributions (which would also include the employer share of contributions for Social Security and Medicare) paid by the Village to companies or individuals other than the employees would not be included in the computation of the Total Compensation Package. An employee's vacation time is provided in accordance with Section 6.6 of the Village of Tinley Park Personnel Manual and is included within the salary for the position and is not an additional compensation benefit. The Village does not provide employees sick days.

As noted earlier, under the provisions of the Act, the Village is only required to provide disclosure for employees participating in the IMRF pension system with Total Compensation greater than \$75,000. The Village is providing the attached list of employee positions with the estimated Total Compensation Package **inclusive of such other costs incurred and paid by the Village that benefit the employee which exceeds the disclosure requirements of the Act. We have also attempted to include all employee positions, including those covered by other pension or retirement systems other than IMRF, again in excess of the disclosure requirements of the Act.** The report also includes part-time positions where the expected paid hours can reasonably be estimated or projected. For part-time positions where the hours cannot be projected, a schedule of the Total Compensation Package on an hourly wage basis is provided. The reporting of these part-time positions also exceeds the Act disclosure requirements. The information within this report is on a projected basis for the fiscal year beginning May 1, 2018 and ending April 30, 2019 based on information currently available.

Village of Tinley Park, Illinois
Employee Compensation
April 30, 2018

Name	Position	Salary	Other Comp	Retire/ Pension	Health Insurance	Other Benefits	Total Compensation	Provided Vehicle
UNFILLED,	POLICE CHIEF	156,589	2,040	63,690	19,927	134	242,380	x
NIEMEYER, DAVID	VILLAGE MANAGER	187,343	4,200	39,554	9,710	152	240,959	x
FARICELLI, CHARLES	DEPUTY POLICE CHIEF	134,927	10,808	58,513	29,586	140	233,974	x
BUTLER, CHRISTOPHER	SERGEANT	117,665	12,825	52,392	29,915	129	212,925	x
DEVINE, WILLIAM	SERGEANT	117,665	12,825	52,392	29,915	129	212,925	x
PERSHA, DARREN	SERGEANT	117,665	12,825	52,392	29,915	129	212,925	x
ST JOHN, PATRICK	SERGEANT	117,665	12,825	52,392	29,915	129	212,925	x
MASON, LORELEI	DEPUTY POLICE CHIEF	134,927	9,368	57,934	9,710	140	212,080	x
WORKOWSKI, KEVIN	DIRECTOR-PUBLIC WORKS	145,384	5,640	31,187	29,586	152	211,949	x
SULLIVAN, KEITH	SERGEANT	117,665	12,105	52,103	29,915	129	211,916	x
DIORIO, BOB	SERGEANT	117,665	11,385	51,813	29,915	129	210,906	x
UNFILLED,	COMMANDER	119,028	7,070	50,628	29,915	117	206,758	
RINGHOFER, WILLIAM	SERGEANT	117,665	12,825	52,392	23,383	129	206,393	x
CAMPBELL, ANTHONY	SERGEANT - INVESTIGATIONS	117,665	14,671	53,133	20,148	129	205,746	x
BISHOP, BRYAN	SERGEANT	103,594	11,425	46,180	29,915	129	191,242	x
BETTENHAUSEN, BRAD	TREASURER/FINANCE DIRECTOR	147,535	2,340	30,949	9,710	152	190,687	
VIOLETTA JR, RAYMOND	PATROL OFFICER - INVESTIGATOR	98,051	14,883	45,343	29,915	117	188,308	x
RAINS, SCOTT	PATROL OFFICER - CANINE	98,051	14,731	45,282	29,915	117	188,096	
UNFILLED,	COMMUNITY DEVELOPMENT DIRECTOR	130,000	0	26,845	29,586	117	186,548	
TENCZA, STANLEY	PATROL OFFICER - INVESTIGATOR	98,051	13,003	44,588	29,915	117	185,673	x
ZYLKA, MATTHEW	PATROL OFFICER - INVESTIGATOR	98,051	12,283	44,299	29,915	117	184,664	x
DAJANI, OSAMAH	PATROL OFFICER - INVESTIGATOR	98,051	12,283	44,299	29,915	117	184,664	x
DAVISSON, ROGER	PATROL OFFICER - TAC UNIT	98,051	11,563	44,010	29,915	117	183,655	x
ROCKAITIS, RANDALL	PATROL OFFICER	98,051	11,191	43,860	29,915	117	183,134	x
ROBERTS, STEVEN	PATROL OFFICER	98,051	11,157	43,847	29,915	117	183,086	x
WOOD, BRIAN	PATROL OFFICER	98,051	10,437	43,558	29,915	117	182,077	x
DWYER, DOUGLAS	PATROL OFFICER	98,051	10,437	43,558	29,915	117	182,077	x
MITTELMAN, JONATHAN	PATROL OFFICER	98,051	9,899	43,342	29,915	117	181,323	x
SCHMIDT, DAVID	PATROL OFFICER	98,051	9,717	43,269	29,915	117	181,068	x
SANCHEZ, LAURA	PATROL OFFICER	98,051	9,717	43,269	29,915	117	181,068	x
JENNINGS, PETERSON	PATROL OFFICER	98,051	9,717	43,269	29,915	117	181,068	x
DORIAN, DAVID	PATROL OFFICER	98,051	9,253	43,082	29,915	117	180,417	x
VEGA JR, JOSE	PATROL OFFICER	98,051	8,517	42,787	29,915	117	179,386	x
CARR, PATRICK	ASST. VILLAGE MANAGER ADMIN	129,126	3,480	27,383	19,122	152	179,264	x
RIORDAN, DANIEL	DEPUTY FIRE CHIEF	119,887	3,000	25,376	29,586	152	178,001	x
REEDER, FOREST	FIRE CHIEF	139,134	0	28,731	9,710	152	177,728	x
MONTALBANO, BURTON	PATROL OFFICER	98,051	11,877	44,136	23,383	117	177,564	x
HILL, KENNETH	PATROL OFFICER	98,051	11,877	44,136	23,383	117	177,564	x
BOLING, JOHN	PATROL OFFICER - INVESTIGATOR	98,051	13,723	44,877	20,148	117	176,916	x
SCHMECKPEPER, GREGORY	PATROL OFFICER	98,051	11,157	43,847	23,383	117	176,554	x
ADAMSKI, RICHARD	PATROL OFFICER	98,051	11,167	43,851	23,099	117	176,285	x
HORBACZEWSKI, KEVIN	PATROL OFFICER	98,051	10,437	43,558	23,383	117	175,545	x
GRABS, WILLIAM	PATROL OFFICER - SCHOOL RESOUR	98,051	10,363	43,528	23,383	117	175,442	x
UNFILLED,	ASSISTANT TREASURER	120,000	0	24,780	29,586	117	174,483	
TRINIDAD, HEATHER	PATROL OFFICER - INVESTIGATOR	98,051	12,283	44,299	19,335	117	174,085	x
BORROWDALE, RUSSELL	PATROL OFFICER - TAC UNIT	98,051	12,283	44,299	19,335	117	174,085	x
POULOS, TIMOTHY	PATROL OFFICER - INVESTIGATOR	98,051	11,568	44,012	20,148	117	173,895	x
JARDINE, JEFFREY	PATROL OFFICER	98,051	11,877	44,136	19,335	117	173,516	x
SHERVINO, ROBERT	PATROL OFFICER	98,051	11,157	43,847	19,335	117	172,506	x
ROSILLO, RUDY	PATROL OFFICER	98,051	10,437	43,558	20,148	117	172,311	x
BONAREK, MELISSA	PATROL OFFICER	98,051	10,463	43,568	19,335	117	171,534	
LONDON, SONNY	PATROL OFFICER	98,051	10,437	43,558	19,335	117	171,497	x
MONDT, FREDERICK	PATROL OFFICER	98,051	9,717	43,269	20,148	117	171,302	x
HRUBY, RYAN	PATROL OFFICER	98,051	9,717	43,269	20,148	117	171,302	x
COSSIDENTE, JEFFREY	ACTING WATER SUPERINTENDENT	115,000	1,260	24,008	29,586	140	169,994	
MIDDLETON, ZACHARY	PATROL OFFICER	92,017	7,685	40,031	29,915	117	169,765	x
MULQUEENY, KELLY	STREET SUPERINTENDENT	119,778	3,960	25,552	19,927	140	169,357	x
URBANSKI, JOHN	ASST DIR PUBLIC WORKS	125,272	2,520	26,389	14,947	152	169,281	
SZYMUSIAK, BRYAN	PATROL OFFICER	98,051	7,797	42,498	19,335	117	167,797	x
LANGE, AMY	PATROL OFFICER	98,051	7,797	42,498	19,335	117	167,797	x
QUINN, JIMMY	FOREMAN-STREET	109,541	1,260	22,880	29,586	129	163,397	
STOINER, JASON	PATROL OFFICER	98,051	11,157	43,847	9,818	117	162,990	x

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Name	Position	Salary	Other Comp	Retire/ Pension	Health Insurance	Other Benefits	Total Compensation	Provided Vehicle
BONAREK, JOHN	PATROL OFFICER - INVESTIGATOR	98,051	11,083	43,817	9,818	117	162,886	
HOBAN, PATRICK	ECONOMIC DEVELOPMENT MANAGER	109,619	0	22,636	29,586	140	161,982	
HASAN, FADI	PATROL OFFICER	98,051	10,437	43,558	9,818	117	161,981	x
BARDEN, TROY	PATROL OFFICER	98,051	10,317	43,510	9,818	117	161,812	x
ZEMAITIS, COLBY	STAFF ENGINEER	109,619	0	22,636	28,740	117	161,113	
GAWRON, SEAN	PATROL OFFICER	98,051	9,717	43,269	9,818	117	160,971	x
PORCARO, RICHARD	PATROL OFFICER	98,051	9,717	43,269	9,818	117	160,971	x
KROTSEY, BRIAN	PATROL OFFICER	98,051	11,157	43,847	7,666	117	160,838	x
TRINIDAD, ANTHONY	PATROL OFFICER	98,051	8,997	42,980	9,818	117	159,962	x
QUINN, DANNY	HEAD MECHANIC	103,209	1,260	21,573	29,586	129	155,757	
STAMBAUGH, KYLE	PATROL OFFICER	81,016	7,874	35,689	29,915	117	154,611	x
WOLFF, RICHARD	LIBRARY ADMINISTRATOR	127,301	0	26,288	0	0	153,589	
L'AMAS, JASON	PATROL OFFICER	86,325	8,130	37,924	20,148	117	152,644	x
THOMAS, MICHAEL	IT MANAGER	113,942	0	23,529	13,285	117	150,873	
GRAVES, TIMOTHY	PATROL OFFICER	92,017	8,405	40,320	9,818	117	150,677	x
CLEMMER, STEPHEN	LEAD COMPUTER TECHNICIAN	95,802	2,340	20,266	29,586	117	148,112	
BISHOP, SAMANTHA	PATROL OFFICER	92,017	5,765	39,260	9,818	117	146,977	x
GROSSI, STEVEN	FOREMAN-STREET	94,452	2,340	19,988	29,586	129	146,495	
GALATI, DAVID	FOREMAN-ELECTRIC	94,452	2,340	19,988	29,586	129	146,495	
VAN SCHOUWEN, VINCE	PATROL OFFICER	75,963	5,870	32,856	29,915	117	144,721	x
HARMON JR, MICHAEL	PATROL OFFICER	86,325	8,130	37,924	9,818	117	142,314	x
UNFILLED,	BUILDING OFFICIAL	93,011	0	19,207	29,586	117	141,920	
CLARKE, KIMBERLY	PLANNING MANAGER	105,269	0	21,738	14,766	117	141,889	
KORTUM, LISA	OPERATIONS COORDINATOR	87,610	4,230	18,965	29,586	129	140,519	
O'DWYER, DANIEL	PATROL OFFICER	86,325	8,130	37,924	7,666	117	140,162	x
MAIOLO, DENISE	HUMAN RESOURCE DIRECTOR	109,595	0	22,631	7,490	140	139,857	
LODE, GENE	INSPECTOR-PLUMBING	88,566	1,350	18,568	29,586	76	138,146	
CHAMBERS, MICHAEL	INSPECTOR-ELECTRICAL	88,566	720	18,438	29,586	117	137,427	
SCHOLZ, EILEEN	SENIOR ACCOUNTANT	95,802	1,260	20,043	19,927	129	137,161	
GIBSON, RUTH	SENIOR ACCOUNTANT	95,802	1,260	20,043	19,927	129	137,161	
UNFILLED,	PATROL OFFICER	71,251	4,762	30,520	29,915	117	136,565	x
RZESZUTKO, JUSTIN	PATROL OFFICER	81,016	7,874	35,689	9,818	117	134,514	x
GRAVES, JEFFREY	PATROL OFFICER	81,016	7,874	35,689	9,818	117	134,514	x
MALESKI, DENNIS	COMPUTER TECHNICIAN	85,114	1,260	17,836	29,586	117	133,913	
BAYER, AMELIA	ACCOUNTANT II	86,321	0	17,825	29,586	117	133,850	
STRZELCZYK, KENNETH	MAINTENANCE MAN	83,512	2,765	17,816	29,586	117	133,796	
ROBINSON, KYLE	PATROL OFFICER	75,963	5,950	32,888	18,427	117	133,345	x
GODETTE, LAURA	DEPUTY CLERK	91,620	1,260	19,180	19,927	129	132,115	
LORENDO, STEVE	FIRE INSPECTOR I	88,566	1,260	18,549	22,845	117	131,338	
CZUCHRA, DERRICK	MAINTENANCE MAN	83,512	3,725	18,014	23,126	117	128,494	
ROMANOW, JACLYN	QUALITY & TRAINING COORDINATOR	78,624	2,790	16,812	29,586	117	127,929	
O'DWYER, PATRICK	FACILITIES MANAGER	88,810	0	18,339	20,556	99	127,805	
WYLETA, ROBERT	MAINTENANCE MAN	83,512	2,765	17,816	23,126	117	127,336	
BORDEN, KENT	PATROL OFFICER	75,963	7,630	33,563	9,818	117	127,091	x
MURMANN, VINCENT	PATROL OFFICER	75,963	7,630	33,563	9,818	117	127,091	x
ANDROS, ANTHONY	LIBRARY ASST ADMINISTRATOR	82,704	0	17,078	26,299	99	126,180	
HIMMELMANN, MATTHEW	PATROL OFFICER	75,963	5,630	32,760	9,818	117	124,288	
KELLY, KEVIN	MAINTENANCE MAN	83,512	2,765	17,816	19,927	117	124,137	
SWEENEY, KELLY	PATROL OFFICER	75,963	4,990	32,503	9,818	117	123,391	
FITZPATRICK, JOSEPH	FOREMAN-WATER DEPARTMENT	81,475	1,260	17,085	23,126	129	123,074	
CALOMINO, ELIZABETH	RECORDS SUPERVISOR	75,580	1,260	15,867	29,586	129	122,422	
BRAZITIS, NICOLE	LEAD TELECOMMUNICATOR	75,566	1,260	15,865	29,586	129	122,406	
GEMBARA, WILLIAM	PATROL OFFICER	75,963	4,990	32,503	7,666	117	121,239	
WOOD, SCOTT	MAINTENANCE WORKER	72,176	2,165	15,351	29,586	117	119,395	
LORENZEN, ALLEN	MAINTENANCE WORKER	72,176	1,685	15,252	29,586	117	118,816	
LAPHEN, MORRIS	MAINTENANCE WORKER	72,176	1,685	15,252	29,586	117	118,816	
WAISHWELL, JESSICA	TELECOMMUNICATOR	71,261	2,250	15,180	29,586	117	118,394	
UNFILLED,	SENIOR ACCOUNTANT	73,426	0	15,162	29,586	117	118,291	
UNFILLED,	DEPUTY DIRECTOR HUMAN RESOURCES	73,000	0	15,075	28,740	117	116,932	
CARRABOTTA, STEVEN	PATROL OFFICER	71,251	4,762	30,520	9,818	117	116,468	x
MC CULLOUGH, MICHAEL	PATROL OFFICER	71,251	4,762	30,520	9,818	117	116,468	x
YOUNG, MARTIN	MAINTENANCE WORKER	72,176	2,225	15,364	26,366	117	116,248	

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Name	Position	Salary	Other Comp	Retire/ Pension	Health Insurance	Other Benefits	Total Compensation	Provided Vehicle
BRUNO, JEAN	OFFICE COORDINATOR - BUILDING	78,624	1,260	16,496	19,122	129	115,631	
BOLING, RYAN	COMPUTER TECHNICIAN	78,998	720	16,462	19,122	117	115,420	
MITCHELL, PHILLIP	MAINTENANCE WORKER	69,680	1,325	14,663	29,586	117	115,370	
COUCH, WILLIAM	MECHANIC	76,544	1,685	16,154	19,927	117	114,427	
STALEY, JENNIFER	LEAD TELECOMMUNICATOR	75,566	3,240	16,274	19,122	129	114,331	
BONDI, THOMAS	PATROL OFFICER	71,251	4,762	30,520	7,573	117	114,223	
NICE, LARRY	MAINTENANCE WORKER	72,176	2,765	15,475	23,126	117	113,659	
FLOWERS, JANE	LEAD TELECOMMUNICATOR	75,566	2,340	16,088	19,122	129	113,245	
VALLEY, LISA	EXECUTIVE ASSISTANT	65,125	3,240	14,117	29,586	117	112,185	
LUSBY JR, TERRY	FACILITY/FLEET SUPERINTENDENT	91,799	864	19,135	0	140	111,939	
SAMARAS, MEGHAN	TELECOMMUNICATOR	71,261	1,170	14,957	23,126	117	110,631	
KARCZEWSKI, KENNETH	CODE ENFORCEMENT OFFICER	73,486	720	15,324	19,927	117	109,574	
UNFILLED,	ACCOUNTANT	66,158	0	13,662	29,586	117	109,523	
CASPER, CATHERINE	TELECOMMUNICATOR	71,261	2,790	15,291	19,927	117	109,386	
HARVEY, KEITH	MAINTENANCE WORKER	72,176	1,685	15,252	19,927	117	109,157	
KAIM, ANTHONY	MAINTENANCE WORKER	72,176	1,685	15,252	19,927	117	109,157	
SPOSATO, MICHAEL	MAINTENANCE WORKER	72,176	1,685	15,252	19,927	90	109,130	
BOONE, MICHELLE	TELECOMMUNICATOR	63,690	1,170	13,394	29,586	117	107,956	
SPIEWAK, EDWIN	MECHANIC	71,053	1,145	14,909	19,927	117	107,151	
FLOWERS, CLAUDETTE	OFFICE COORDINATOR - FIRE DEPT	70,283	1,800	14,885	19,122	129	106,220	
MAHER, MICHAEL	MAINTENANCE WORKER	59,738	2,105	12,770	29,586	117	104,316	
MAGALSKI, MARK	MAINTENANCE WORKER	59,738	1,685	12,684	29,586	117	103,809	
MONDRY, LYNN	UTILITY BILLING TECHNICIAN	59,878	1,260	12,625	29,586	117	103,466	
HOWARD, KENNETH	MAINTENANCE WORKER	59,738	1,145	12,572	29,586	117	103,158	
KLAIN, PAUL	REFERENCE LIBRARIAN	68,358	0	14,116	20,556	65	103,095	
GOMOLKA, WILLIAM	OFFICER COORDINATOR - PW	60,570	0	12,508	29,586	148	102,811	
MC CAHILL, MARY	CLERK MATRON - FULL TIME	53,981	4,180	12,010	29,586	117	99,874	
PANFIL, DIANE	BUSINESS OFFICE MGR-BEN COR	68,493	0	14,144	16,998	99	99,733	
DUNN, KRISTOPHER	ASST CHIEF-FIRE IMRF	86,565	0	12,509	0	0	99,074	X
ANICHINI, MICHELLE	TELECOMMUNICATOR	56,950	450	11,853	29,586	117	98,957	
SHAH, MALVI	HEALTH & CNSMER PROTECT OFFCR	73,486	0	15,175	9,710	117	98,489	
KONRATH, JOHN	MAINTENANCE WORKER	72,176	2,225	15,364	7,582	117	97,464	
RITTER, DANIEL	SENIOR PLANNER	72,291	0	14,928	9,710	117	97,047	
FRAMKE, DONNA	MARKETING DIRECTOR	80,238	0	16,569	0	0	96,807	
HEINEMANN, FRANCES	BOOKMOBILE SERVICES MANAGER	65,258	0	13,476	17,713	65	96,511	
SCISLOWICZ, ROMAN	MAINTENANCE WORKER	54,808	425	11,406	29,586	117	96,342	
PYRZYNSKI, MARYANN	PATRON SERVICES MANAGER	63,908	0	13,197	17,713	99	94,917	
BRODA, BRUCE	MAINTENANCE WORKER	59,738	1,145	12,572	19,927	117	93,499	
YAKSICH, GARY	MAINTENANCE WORKER	52,312	425	10,890	29,586	117	93,330	
REED, KERRY	YOUTH SERVICES MANAGER	69,886	0	14,431	8,631	99	93,047	
BERAN, KAREN	PUBLIC INFO. & GRAPHICS MGR	68,591	0	14,164	8,631	99	91,486	
MOTZ, MERYLE	CLERK MATRON - FULL TIME	53,981	2,740	11,713	22,845	76	91,355	
FAULKNER, BETH	REFERENCE LIBRARIAN	64,272	0	13,272	13,287	99	90,930	
UNFILLED,	TELECOMMUNICATOR	50,939	450	10,612	28,740	117	90,858	
LOWE, JENNIFER	YOUNG ADULT LIBRARIAN	63,501	0	13,113	13,845	99	90,558	
LAUREN, ROBIN	ADULT REFERENCE MANAGER	67,594	0	13,958	8,631	99	90,283	
SCHOLZ, ANDREW	MAINTENANCE WORKER	72,176	2,549	15,431	0	117	90,273	
WAISHWELL, JOHN	MAINTENANCE WORKER	72,176	2,549	15,431	0	117	90,273	
GEIGNER, APRIL	SECRETARY	57,275	3,060	12,459	15,576	117	88,488	
ANHALT, JOY	TECHNICAL SERVICES MANAGER	67,573	0	13,954	6,740	99	88,366	
BILKA, STEVEN	TELECOMMUNICATOR	63,690	1,170	13,394	9,710	117	88,080	
ALBA, DOUGLAS	CSO - CRIME FREE HOUSING	47,557	450	9,913	29,586	117	87,623	
SEDOROOK, VICTORIA	CLERK MATRON - FULL TIME	53,981	1,660	11,490	19,122	117	86,371	
TWOMEY, HEIDI	CLERK I	51,888	2,900	11,314	19,927	117	86,146	
GABRIEL, GERRY	CLERK I	51,888	1,800	11,087	19,927	117	84,819	
DICKEY, JUSTIN	MAINTENANCE WORKER	52,312	1,145	11,039	19,927	117	84,540	
YURKO, PAMELA	MIDNIGHT RECORDS CLERK	59,613	2,200	12,764	9,710	117	84,404	
RODRIGUEZ, STANLEY	MAINTENANCE WORKER	44,886	425	9,357	29,586	117	84,371	
ROBBINS, ERIK	MAINTENANCE WORKER	44,886	425	9,357	29,586	117	84,371	
UNFILLED,	MAINTENANCE WORKER	44,886	425	9,357	29,586	117	84,371	
WILAMOWSKI, LISA	CLERK MATRON - FULL TIME	44,808	400	9,336	29,586	117	84,247	
YOUPEL, CONNIE	MAINTENANCE WORKER	49,837	425	10,379	23,126	117	83,884	

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Name	Position	Salary	Other Comp	Retire/ Pension	Health Insurance	Other Benefits	Total Compensation	Provided Vehicle
CALOMINO, JAMES	CODE ENFORCEMENT OFFICER	68,203	864	14,262	0	117	83,447	
MC CLELLAN, JOSEPH	MAINTENANCE WORKER	59,738	1,145	12,572	9,710	117	83,282	
NEUMAN, PAUL	MAINTENANCE WORKER	52,312	425	10,890	19,122	117	82,867	
FABISZAK, NICOLE	TELECOMMUNICATOR	59,114	450	12,300	9,710	117	81,691	
AHMAD, RAKHSHANDA	YOUTH SERVICES ASSISTANT	45,505	0	9,397	26,299	99	81,299	
HEED, LYNN	CLERK I	51,888	1,800	11,087	15,576	117	80,468	
ROEMER, KENNETH	CAPTAIN-FIRE IMRF	69,973	0	10,111	0	0	80,084	
UNFILLED ,	CLERICAL	41,600	0	8,590	29,586	117	79,893	
ZIMMER, ROBERT	EXECUTIVE ASSISTANT TO MAYOR	59,611	0	12,310	7,490	129	79,539	
DAUKSAS-ROY, BRIDGET	TELECOMMUNICATOR	56,950	450	11,853	9,710	117	79,081	
NAVAS, DINA	CSO - CRIME PREVENTION	57,275	1,710	12,180	7,490	117	78,772	
WILLIAMS, LYNETTE	BUSINESS OFFICE ASSISTANT	43,234	0	8,928	26,299	99	78,559	
FERRINI, DOUGLAS	REFERENCE LIBRARIAN	50,903	0	10,512	16,998	99	78,512	
CHOJNACKI, THERESE	CLERK II	55,055	1,460	11,670	9,710	557	78,453	
BALCERZAK, BARBARA	CLERK I	39,967	0	8,253	29,586	117	77,923	
SIERRA, REBECCA	WORK ORDER TECHNICIAN	44,463	0	9,182	23,126	117	76,887	
FABISZAK, COLLEEN	TELECOMMUNICATOR	54,850	450	11,419	9,710	117	76,546	
BECK, USA	BUILDING PERMIT TECHNICIAN	38,038	0	7,855	29,586	117	75,596	
BORCHERDING, BRIAN	MAINTENANCE WORKER	59,738	2,009	12,751	0	117	74,614	
SYLVESTER, MELISSA	TELECOMMUNICATOR	52,853	450	11,007	9,710	117	74,137	
KEATING, EILEEN	CLERK I	51,888	1,260	10,975	9,710	117	73,950	
BABIAK, WENDY	MARKETING & ADULT PROGRAM COOR	44,117	0	9,110	20,556	99	73,883	
NOEL, NORBERT	MAINTENANCE WORKER	52,312	425	10,890	9,710	117	73,454	
UNFILLED ,	CUSTODIAN	35,984	0	7,431	29,586	117	73,118	
PETERS, ERIC	ENGINEER-FIRE IMRF	57,305	0	8,281	7,490	0	73,076	
STUBE, CHRIS	CAPTAIN-FIRE IMRF	56,784	0	8,205	7,490	0	72,479	
HICKEY, KEVIN	LIEUTENANT-FIRE IMRF	56,491	0	8,163	7,490	0	72,144	
EMMETT, JAMES	MAINTENANCE WORKER	49,837	1,385	10,577	9,710	117	71,626	
ZIMBAUER, JASON	MAINTENANCE WORKER	52,312	425	10,890	7,582	117	71,326	
PELCZARSKI, CLARICE	YOUNG ADULT LIBRARIAN	51,503	0	10,635	8,631	99	70,869	
NEMECEK, STEVEN	MAINTENANCE WORKER	49,837	425	10,379	9,710	117	70,468	
KLOTZ, STEPHEN	DEPUTY FIRE CHIEF	58,391	0	12,058	0	0	70,449	x
SCHROEDER, SARAH	VIRTUAL SERVICES LIBRARIAN	51,096	0	10,551	8,631	99	70,378	
DONAHUE, NANCY	CLERK MATRON - FULL TIME	53,981	2,524	11,668	0	117	68,291	
RODGER, EILEEN	CLERK I	39,967	0	8,253	19,927	117	68,264	
TYRUS, MARY	CIRCULATION ASSISTANT	41,541	0	8,578	17,713	99	67,931	
KOT, MICHAEL	MAINTENANCE WORKER	47,382	425	9,872	9,710	117	67,507	
DOSTAL, GRAHAM	VIRTUAL SERVICES LIBRARIAN	55,917	0	11,547	0	0	67,463	
BRESCIA, AVA	CLERK I	51,888	3,584	11,455	0	117	67,044	
FREEMAN, JASON	PUBLIC INFORMATION COORDINATOR	48,844	0	10,086	7,490	0	66,419	
RONEY, NORMAN	ENGINEER-FIRE IMRF	57,224	0	8,269	0	0	65,493	
THIRSTRUP, DEBORAH	BUILDING PERMIT TECHNICIAN	46,137	0	9,527	9,710	117	65,491	
O'DWYER, PATRICK	ENGINEER-FIRE IMRF	57,194	0	8,265	0	0	65,459	
PARKER, TERRENCE	REFERENCE LIBRARIAN	48,666	0	10,050	6,740	0	65,455	
MC CABE, KATHRYN	CIRCULATION ASSISTANT	37,064	0	7,654	20,556	99	65,374	
LIPMAN, HANNAH	MANAGEMENT ANALYST	54,038	0	11,159	0	117	65,314	
SERAFINO, TRACY	CIRCULATION ASSISTANT	38,349	0	7,919	17,713	99	64,080	
EATON, MAURA	CLERK I	39,967	0	8,253	15,576	117	63,914	
MARIANOVICH, PETER	ENGINEER-FIRE IMRF	55,821	0	8,066	0	0	63,888	
BEAUCHAMP, SHARON	ACQUISITIONS CLERK	40,692	0	8,403	13,845	99	63,040	
CAPPAS, ZACHARY	TELECOMMUNICATOR	50,939	882	10,701	0	117	62,639	
DE ADAM, ANTHONY	ENGINEER-FIRE IMRF	48,178	0	6,962	7,490	0	62,630	
HOOGERVORST, BRIAN	FIREFIGHTER - IMRF	53,222	0	7,691	0	0	60,913	
SERAFINO, ROBERT	FACILITIES ASSISTANT	50,444	0	10,417	0	0	60,861	
BELK, MADELEINE	YOUTH SERVICES LIBRARIAN	50,112	0	10,348	0	0	60,460	
RUSCH, DIANE	REFERENCE LIBRARIAN	50,112	0	10,348	0	0	60,460	
BUSZ, SUSAN	ACCOUNTING TECHNICIAN	43,856	0	9,056	7,490	0	60,401	
PULCHINSKI, DUANE	PATROL OFFICER - PART TIME	49,650	350	10,325	0	0	60,325	
HOLFORD, THERESA	CSO - PARKING ENFORCEMENT	40,968	450	8,553	9,710	117	59,798	
ZIELINSKI, LARRY	PATROL OFFICER - PART TIME	42,557	350	8,860	7,490	0	59,257	
KING, GREGORY	PATROL OFFICER - PART TIME	42,557	350	8,860	7,490	0	59,257	
HUGHES, KANOAH	PATROL OFFICER - PART TIME	42,557	350	8,860	7,490	0	59,257	

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Name	Position	Salary	Other Comp	Retire/ Pension	Health Insurance	Other Benefits	Total Compensation	Provided Vehicle
UDAYKEE, SCOTT	TOOL/INVENTORY ATTENDANT	40,477	425	8,446	9,710	117	59,175	
FITZMAURICE, LIAM	FIREFIGHTER - IMRF	51,597	0	7,456	0	0	59,052	
FEINBERG, JEREMY	FIREFIGHTER - IMRF	45,047	0	6,509	7,490	0	59,046	
DUESING, BRYAN	LIEUTENANT-FIRE IMRF	51,132	0	7,389	0	0	58,521	
HOOPES, ANYAETTA	ENGINEER-FIRE IMRF	43,670	0	6,310	7,490	0	57,470	
NUNEZ, CHRISTINA	CLERK MATRON - FULL TIME	38,584	400	8,050	9,710	117	56,861	
KONRATH, JOANNE	TECHNICAL SERVICES CLERK	39,865	0	8,232	8,631	99	56,828	
HAAGA, JOSEPH	FIREFIGHTER - IMRF	49,576	0	7,164	0	0	56,740	
EATON, CLIFFORD	MAINTENANCE WORKER	44,886	1,361	9,550	0	117	55,914	
REDA, DANIEL	ASST CHIEF-FIRE IMRF	48,805	0	7,052	0	0	55,857	X
MERRICK, JONATHON	FIREFIGHTER - IMRF	47,700	0	6,893	0	0	54,592	
RADTKE, DANIELLE	CLERK MATRON - FULL TIME	43,152	1,264	9,172	0	117	53,705	
UNFILLED ,	PUBLIC EDUCATION OFFICER	38,204	0	7,889	7,283	0	53,377	
REILLY, DENNIS	PATROL OFFICER - PART TIME	42,557	350	8,860	0	0	51,767	
DONLAN, THOMAS	FIREFIGHTER - IMRF	38,526	0	5,567	7,490	0	51,582	
BAIRD III, RICHARD	COMMUNITY ENGAGEMENT COORDINAT	42,073	0	8,688	0	0	50,761	
SANCHEZ, VICKI	SPECIAL EVENTS COORDINATOR	41,418	0	8,553	0	0	49,971	
SCHUTT, KAREN	CSO - ANIMAL CONTROL PART-TIME	40,383	225	8,386	0	0	48,993	
MAZZIOTTA, ANTHONY	CAPTAIN-FIRE IMRF	42,773	0	6,181	0	0	48,954	
GARREN, SHANE	FIREFIGHTER - IMRF	41,828	0	6,044	0	0	47,872	
DEUTSCHER, JOHN	AUXILIARY OFFICER	44,082	0	3,372	0	0	47,454	
KETCHUM, TERICA	FOIA COORDINATOR	39,299	0	8,115	0	0	47,414	
PALYS, KEVIN	CIRCULATION CLERK	31,909	0	6,589	8,631	99	47,229	
GAWRYSIAK, JULIE	CLERK MATRON - FULL TIME	38,584	400	8,050	0	117	47,151	
BUTTALA JR, ROBERT	FIRE ALARM SERVICE OFFICER	38,337	0	7,917	0	0	46,254	
SKAU, AMY	BOOKMOBILE CLERK	30,784	0	6,357	8,631	99	45,872	
BERAN, ROBERT	FIREFIGHTER - IMRF	39,450	0	5,701	0	0	45,151	
OWCZARSKI, JAMES	LIEUTENANT-FIRE IMRF	39,347	0	5,686	0	0	45,032	
WITTMAN, MICHAEL	LIEUTENANT-FIRE IMRF	39,268	0	5,674	0	0	44,942	
PALL, SUSAN	MARKETING ASSISTANT	37,063	0	7,654	0	0	44,717	
SLEPSKI, THOMAS	ASST CHIEF-FIRE IMRF	39,015	0	5,638	0	0	44,652	X
PROFFITT, CYNTHIA	ADMINISTRATIVE PART TIME - EMA	36,910	0	7,622	0	0	44,531	
JALOWIEC, THOMAS	PATROL OFFICER - PART TIME	39,556	350	3,053	0	0	42,959	
LUKE, TIMOTHY	PATROL OFFICER - PART TIME	39,556	350	3,053	0	0	42,959	
GASKILL JR, JAMES	LIEUTENANT-FIRE IMRF	37,518	0	5,421	0	0	42,940	
MAZZIOTTA, DANIEL	LIEUTENANT-FIRE IMRF	36,789	0	5,316	0	0	42,105	
DE BIAS, DONALD	LIEUTENANT-FIRE IMRF	36,398	0	5,259	0	0	41,657	
ERWIN, DOUGLAS	ASST CHIEF-FIRE IMRF	36,273	0	5,241	0	0	41,514	X
FABISZAK, MARK	PATROL OFFICER - PART TIME	38,192	350	2,948	0	0	41,490	
TUGEND, ALLISON	ADMINISTRATIVE PART TIME - CLE	34,185	200	7,101	0	0	41,486	
RUSS, CHARLES	ENGINEER-FIRE IMRF	35,972	0	5,198	0	0	41,170	
ZAVALA, SHARON	CLERICAL PART-TIME	27,088	200	5,635	7,490	0	40,413	
TANNER, RENEE	BUSINESS RETENTION SPECIALIST	33,124	0	6,840	0	0	39,964	
BAILEY, KYLE	COMPUTER ASSISTANT	27,326	0	5,643	6,740	99	39,808	
UNFILLED ,	CSO - FIELD OPERATIONS	28,548	225	5,942	4,993	0	39,708	
LILLY, JENNIFER	ILL CLERK	32,748	0	6,763	0	0	39,511	
MANGIN, MICHAEL	TRUSTEE	13,000	0	0	26,299	117	39,416	
DINASO, CAROL	CLERICAL PART-TIME	26,411	0	5,454	7,490	0	39,354	
SMART, WALTER	ZONING ADMINISTRATOR	31,980	0	6,604	0	0	38,584	
FRANKENFIELD, CHRISTOPHER	ACCOUNTANT - PART TIME	31,837	0	6,574	0	0	38,411	
JOYCE, MARY	ACCOUNTANT - PART TIME	31,837	0	6,574	0	0	38,411	
KRIVANEC, SHANE	FIREFIGHTER - IMRF	33,365	0	4,821	0	0	38,186	
CASNER, ADAM	ENGINEER-FIRE IMRF	33,049	0	4,776	0	0	37,825	
REYES, PAUL	FIREFIGHTER - IMRF	33,026	0	4,772	0	0	37,798	
WICK, JONATHAN	FIREFIGHTER - IMRF	32,998	0	4,768	0	0	37,766	
KUSHNER, MICHAEL	FIREFIGHTER - IMRF	31,962	0	4,619	0	0	36,581	
YOUNKER, PAMELA	CLERK MATRON-PART TIME	23,608	200	4,916	7,490	0	36,214	
CULBERTSON, ADAM	LIEUTENANT-FIRE IMRF	31,329	0	4,527	0	0	35,857	
CARROLL, JOANNE	ADMINISTRATIVE ASSISTANT	29,650	0	6,123	0	0	35,773	
PALMERA, VIRGINIA	ILL CLERK	22,850	0	4,718	7,490	0	35,058	
HILTON JR, RALPH	CSO - FIELD OPERATIONS	28,548	225	5,942	0	0	34,715	
WOOTEN, JAMES	LIEUTENANT-FIRE IMRF	30,183	0	4,361	0	0	34,544	

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Name	Position	Salary	Other Comp	Retire/ Pension	Health Insurance	Other Benefits	Total Compensation	Provided Vehicle
GRECO, JOSEPH	ENGINEER-FIRE IMRF	30,081	0	4,347	0	0	34,428	
GRIFFIN, TIMOTHY	CAPTAIN-FIRE IMRF	30,035	0	4,340	0	0	34,375	
RANDALL, MATTHEW	CAPTAIN-FIRE IMRF	29,346	0	4,240	0	0	33,586	
MILAZZO, MICHAEL	FIREFIGHTER - IMRF	28,901	0	4,176	0	0	33,077	
MILLERICK, BRIAN	ENGINEER-FIRE IMRF	28,577	0	4,129	0	0	32,706	
VANDENBERG, JACOB	VILLAGE PRESIDENT	32,000	0	0	0	117	32,117	
SWARTZENTRUBER, TODD	LIEUTENANT-FIRE IMRF	28,021	0	4,049	0	0	32,070	
JAWOR, DENISE	CIRCULATION ASSISTANT	26,476	0	5,467	0	0	31,943	
MC GINNIS, KATHERINE	CLERICAL PART-TIME	26,411	0	5,454	0	0	31,865	
BOBBITT, CHERYL	CLERICAL PART-TIME	26,411	0	5,454	0	0	31,865	
BENNETT, BARBARA	CLERICAL PART-TIME	26,411	0	5,454	0	0	31,865	
CARPENTER, KATHLEEN	CIRCULATION CLERK	26,320	0	5,435	0	0	31,755	
MORRISON, CANDICE	TECHNICAL SERVICES CLERK	25,985	0	5,366	0	0	31,351	
BULVAN, MARK	FIREFIGHTER - IMRF	27,262	0	3,939	0	0	31,201	
DUFFY, JOHN	ENGINEER-FIRE IMRF	27,240	0	3,936	0	0	31,176	
BROOKS, TIMOTHY	FIREFIGHTER - IMRF	27,136	0	3,921	0	0	31,057	
KELLY DONOVAN, LINDA	CIRCULATION ASSISTANT	25,370	0	5,239	0	0	30,609	
KANE, TIFFANY	YOUTH SERVICES ASSISTANT	24,894	0	5,141	0	0	30,034	
ZULEVIC, VALERIE	YOUTH SERVICES ASSISTANT	24,779	0	5,117	0	0	29,896	
BOHLSSEN, NICHOLAS	LIEUTENANT-FIRE IMRF	26,097	0	3,771	0	0	29,868	
CURTIS, YVETTE	YOUTH SERVICES ASSISTANT	24,726	0	5,106	0	0	29,832	
PATTERSON, LISA	REFERENCE ASSISTANT	24,524	0	5,064	0	0	29,588	
FORTO-WHITEMILLER, ROSEMARIE	REFERENCE LIBRARIAN	24,456	0	5,050	0	0	29,506	
REYNOLDS II, ROBERT	LIEUTENANT-FIRE IMRF	25,606	0	3,700	0	0	29,306	
BARRY, JOHN	LIEUTENANT-FIRE IMRF	25,569	0	3,695	0	0	29,264	
O'HAGAN, TIMOTHY	LIEUTENANT-FIRE IMRF	25,246	0	3,648	0	0	28,895	
BEST, TIMOTHY	ENGINEER-FIRE IMRF	25,203	0	3,642	0	0	28,845	
HUMENIK, ANMARIE	CLERK MATRON-PART TIME	23,608	200	4,916	0	0	28,724	
COTRANO, MARK	LIEUTENANT-FIRE IMRF	24,401	0	3,526	0	0	27,927	
DALUGA, JOSEPH	FIREFIGHTER - IMRF	24,386	0	3,524	0	0	27,910	
RICHARDS, SHAWN	LIEUTENANT-FIRE IMRF	24,285	0	3,509	0	0	27,794	
ST. JOHN, ANNETTE	TELECOMMUNICATOR-PT	22,173	225	4,625	0	0	27,023	
ARDAGH, PAMELA	CLERK MATRON-PART TIME	22,087	200	4,602	0	0	26,889	
GAMBLA, EVELYN	CLERK MATRON-PART TIME	22,087	200	4,602	0	0	26,889	
SKONIECKE, SUSAN	BUS DISPATCHER	22,009	0	4,545	0	0	26,554	
COOPER, ROBERT	BUS DRIVER	22,009	0	4,545	0	0	26,554	
BERAN, DONNA	CLERICAL PART-TIME	22,009	0	4,545	0	0	26,554	
COSENTINO, CARY	CLERICAL PART-TIME	22,009	0	4,545	0	0	26,554	
HUGHES, BETH	WORK ORDER TECHNICIAN	22,009	0	4,545	0	0	26,554	
SIGNORE, SAMUEL	CUSTODIAN	21,853	0	4,513	0	0	26,366	
GRANT, DANIEL	ENGINEER-FIRE IMRF	22,944	0	3,315	0	0	26,260	
DONNELLY JR., THOMAS	ENGINEER-FIRE IMRF	22,909	0	3,310	0	0	26,219	
LAUDANT, ERIN	TELECOMMUNICATOR-PT	21,476	225	4,481	0	0	26,182	
CANNON, DOROTHY	TECHNICAL SERVICES CLERK	21,576	0	4,455	0	0	26,031	
GILGENBERG, MICHAEL	ENGINEER-FIRE IMRF	22,646	0	3,272	0	0	25,918	
FRENCH, JEFFREY	LIEUTENANT-FIRE IMRF	22,615	0	3,268	0	0	25,882	
FORD, FREDERICK	FIREFIGHTER - IMRF	22,212	0	3,210	0	0	25,422	
BUTERA, ANTHONY	FIREFIGHTER - IMRF	22,143	0	3,200	0	0	25,342	
SCHMECKPEPER, ALEXANDRA	CLERK MATRON-PART TIME	20,800	200	4,337	0	0	25,337	
UNFILED ,	CLERK MATRON-PART TIME	20,800	200	4,337	0	0	25,337	
BLOMBERG, THOMAS	ENGINEER-FIRE IMRF	21,972	0	3,175	0	0	25,147	
UNFILED ,	INTERNS	20,488	0	4,231	0	0	24,719	
ROEMER, BRADLEY	FIREFIGHTER - IMRF	21,446	0	3,099	0	0	24,545	
LUDKE II, RANDY	FIREFIGHTER - IMRF	21,418	0	3,095	0	0	24,513	
PALYS, KAREN	TECHNICAL SERVICES CLERK	20,240	0	4,180	0	0	24,420	
UNFILED ,	LIEUTENANT-FIRE IMRF	21,140	0	3,055	0	0	24,195	
BURKE, RUAIRI	SEASONAL II	19,968	0	4,123	0	0	24,091	
TUCKER, JOHN	LIBRARY CLERK II	19,345	0	3,995	0	0	23,340	
UNFILED ,	ENGINEER-FIRE IMRF	20,260	0	2,928	0	0	23,188	
PARISI, ELLEN	CIRCULATION ASSISTANT	18,917	0	3,906	0	0	22,823	
LAKEBERG, KATHLEEN	CIRCULATION CLERK	18,672	0	3,856	0	0	22,528	
BECK, MARK	BUS DRIVER	18,611	0	3,843	0	0	22,454	

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Name	Position	Salary	Other Comp	Retire/ Pension	Health Insurance	Other Benefits	Total Compensation	Provided Vehicle
GIANOLI, CAROL	REFERENCE LIBRARIAN	22,028	0	0	0	0	22,028	
THIRION, KRISTIN	VILLAGE CLERK	22,000	0	0	0	0	22,000	
SMULEVITZ, JOSEPH	FIREFIGHTER - IMRF	19,072	0	2,756	0	0	21,828	
HAJKOWICZ, ERIK	FIREFIGHTER - IMRF	18,603	0	2,688	0	0	21,291	
NAGLE, JOHN	FIREFIGHTER - IMRF	18,580	0	2,685	0	0	21,265	
GRZESZKIEWICZ, STEVEN	FIREFIGHTER - IMRF	18,580	0	2,685	0	0	21,265	
STARKMAN, WAYNE	FIREFIGHTER - IMRF	18,580	0	2,685	0	0	21,265	
KUSHNER, JEFFREY	FIREFIGHTER - IMRF	18,580	0	2,685	0	0	21,265	
HANNON, RYAN	FIREFIGHTER - IMRF	18,580	0	2,685	0	0	21,265	
IWANAGA, JEFFREY	FIREFIGHTER - IMRF	18,580	0	2,685	0	0	21,265	
UTHE, STEVEN	FIREFIGHTER - IMRF	18,580	0	2,685	0	0	21,265	
KRUG, CHARLES	FIREFIGHTER - IMRF	18,580	0	2,685	0	0	21,265	
SULLIVAN, LINDA	SENIOR CENTER ASSISTANT	17,607	0	3,636	0	0	21,243	
DOLLIVER, KAREN	TELECOMMUNICATOR-PT	19,401	225	1,501	0	0	21,128	
MC CARTHY, KEVIN	SEASONAL II	17,368	0	3,586	0	0	20,954	
JOHNSON, MATTHEW	FIREFIGHTER - IMRF	18,130	0	2,620	0	0	20,750	
POTEMPA, PAMELA	PUBLIC INFO. & GRAPHICS CLERK	17,148	0	3,541	0	0	20,689	
ROT, LAURA	CLERICAL PART-TIME	16,627	0	3,433	0	0	20,060	
MULQUEENY JR., THOMAS	BUS DRIVER	16,052	0	3,315	0	0	19,367	
CONCANNON, JEAN	CIRCULATION CLERK	15,649	0	3,232	0	0	18,881	
GONZALEZ JR, HECTOR	CLERICAL PART-TIME	15,509	0	3,203	0	0	18,712	
RAGO, MARK	ENGINEER-FIRE IMRF	15,995	0	2,311	0	0	18,307	
COVEY, QUINN	SEASONAL II	15,093	0	3,117	0	0	18,210	
RICH, CONNOR	SEASONAL II	15,093	0	3,117	0	0	18,210	
ADKINS, DAVID	PROBATIONARY FIREFIGHTER IMRF	14,950	0	2,160	0	0	17,110	
MC KINNON, MATTHEW	PROBATIONARY FIREFIGHTER IMRF	14,950	0	2,160	0	0	17,110	
MEMMESHEIMER, LAURA	PROBATIONARY FIREFIGHTER IMRF	14,950	0	2,160	0	0	17,110	
SCANLON, REBECCA	PROBATIONARY FIREFIGHTER IMRF	14,950	0	2,160	0	0	17,110	
TRIEMSTRA, NICOLAS	PROBATIONARY FIREFIGHTER IMRF	14,950	0	2,160	0	0	17,110	
RICHEY, WILLIAM	ENGINEER-FIRE	14,141	707	1,874	0	0	16,722	
CALUNGAGUIN, EDMUNDJON	FIREFIGHTER	14,074	704	1,865	0	0	16,643	
SMITH, JENNIFER	CUSTODIAN	15,297	0	1,170	0	0	16,467	
KANJO, JULIE	YOUTH SERVICES ASSISTANT	16,263	0	0	0	0	16,263	
NEAL, TIMOTHY	FIREFIGHTER	13,141	657	1,741	0	0	15,539	
UNFILLED,	YS Assistant	15,347	0	0	0	0	15,347	
MURRAY JR, WILLIAM	CAPTAIN-FIRE	12,527	626	1,660	0	0	14,813	
BUSZ, SUSAN	LIBRARY CLERK II	11,869	0	2,451	0	0	14,320	
FABISZAK, THERESA	CCTV OPERATOR	13,205	0	1,010	0	0	14,216	
LUKICH, AMY	YOUTH SERVICES ASSISTANT	13,915	0	0	0	0	13,915	
UNFILLED ,	COMMISSION SECRETARY	12,787	0	978	0	0	13,765	
HAMILTON, JEFFERY	SHELVER	11,404	0	2,355	0	0	13,759	
TILLSON, CHRISTOPHER	FIREFIGHTER	11,580	579	1,534	0	0	13,693	
SZCZEPANIAK, SANDRA	INTERN - FINANCE	12,485	0	955	0	0	13,440	
RONEY, JENNIFER	BUS DISPATCHER	12,293	0	940	0	0	13,233	
BOGUMIL, JOHN	BUS DRIVER	12,293	0	940	0	0	13,233	
PANNITTO, MICHAEL	TRUSTEE	13,000	0	0	0	117	13,117	
YOUNKER, BRIAN	TRUSTEE	13,000	0	0	0	117	13,117	
BERG, CYNTHIA	TRUSTEE	13,000	0	0	0	117	13,117	
GLOTZ, MICHAEL	TRUSTEE	13,000	0	0	0	117	13,117	
BRADY, WILLIAM	TRUSTEE	13,000	0	0	0	76	13,076	
RYGULA, JAMES	FIREFIGHTER	10,832	542	1,435	0	0	12,809	
PEASLEE, SEAN	FIREFIGHTER	10,684	534	1,416	0	0	12,633	
CLEVELAND, MICHAEL	CUSTODIAN	11,475	0	878	0	0	12,353	
DESHAZOR, WILHELMINA	CUSTODIAN	11,475	0	878	0	0	12,353	
DZIEKAN, THOMAS	FIREFIGHTER	10,168	508	1,347	0	0	12,024	
WINGARD, STEPHEN	CUSTODIAN	10,856	0	831	0	0	11,687	
TURNER JR., WILLIAM	ENGINEER-FIRE	9,679	484	1,283	0	0	11,446	
LAZARA, ANGELO	ESDA PERSONNEL	10,348	0	792	0	0	11,140	
FOREMAN, DENNIS	LIEUTENANT-FIRE	9,365	468	1,241	0	0	11,074	
CURTIS, STEVEN	FIREFIGHTER	9,206	460	1,220	0	0	10,887	
BUCKLEY, MARGARET	REFERENCE LIBRARIAN	10,862	0	0	0	0	10,862	
RAUCH, CINDY	VIRTUAL SERVICES LIBRARIAN	10,741	0	0	0	0	10,741	

Village of Tinley Park, Illinois
Employee Compensation
April 30, 2018

Name	Position	Salary	Other Comp	Retire/ Pension	Health Insurance	Other Benefits	Total Compensation	Provided Vehicle
MORRIS, MARGARET	BOOKMOBILE CLERK	10,596	0	0	0	0	10,596	
MC KAY, DONALD	CCTV OPERATOR	9,735	0	745	0	0	10,479	
O'DETTE, JOSEPH	ENGINEER-FIRE	8,762	438	1,161	0	0	10,362	
THIES, MARY	INTERN - MARKETING	9,568	0	732	0	0	10,300	
HALLAHAN, BENITA	SHELVER	10,214	0	0	0	0	10,214	
CLESCERI, JAMES	CIRCULATION CLERK	10,152	0	0	0	0	10,152	
GUDYKA, BRYAN	LIEUTENANT-FIRE	8,398	420	1,113	0	0	9,931	
RENKEN, JENNIFER	CIRCULATION CLERK	9,742	0	0	0	0	9,742	
UNFILLED,	PT Maintenance	9,731	0	0	0	0	9,731	
ABRAHAM, JOSEPH	MAINTENANCE ASSISTANT	9,729	0	0	0	0	9,729	
BUTLER, MELISSA	CIRCULATION CLERK	9,722	0	0	0	0	9,722	
CRAIG, JOSEPH	COMPUTER ASSISTANT - PART-TIME	9,677	0	0	0	0	9,677	
ZANTA, MATTHEW	FIREFIGHTER	8,133	407	1,078	0	0	9,618	
UNFILLED,	PT Computer Asst.	9,372	0	0	0	0	9,372	
KILGORE, KATHLEEN	YOUTH SERVICES ASSISTANT	9,257	0	0	0	0	9,257	
CAROLLO, LYNN	COMMISSION SEC - HIST PRESERV	8,465	0	648	0	0	9,113	
WARJA, BRYAN	SEASONAL - WATER/SEWER	8,314	0	636	0	0	8,949	
MALY-POLITANO, DENISE	COMMISSION SECRETARY - CRC	8,296	0	635	0	0	8,930	
SMITH, DALE	INSPECTOR-FIRE NON-PENSIONABLE	8,054	0	616	0	0	8,670	
PEDZIWIATR, STANLEY	FIREFIGHTER	7,330	366	971	0	0	8,668	
HOLDEFER, KEVYN	FIREFIGHTER	7,246	362	960	0	0	8,569	
SANFILIPPO, GINO	SEASONAL - STREET DEPT.	7,755	0	593	0	0	8,348	
KENNEY, BRYAN	SEASONAL - WATER/SEWER	7,755	0	593	0	0	8,348	
UNFILLED,	SEASONAL PW	7,755	0	593	0	0	8,348	
UNFILLED ,	CCTV OPERATOR	7,516	0	575	0	0	8,091	
BULGER, WAYNE	ESDA PERSONNEL	7,463	0	571	0	0	8,033	
FRYDRYCH, MICHAEL	ESDA PERSONNEL	7,463	0	571	0	0	8,033	
REGAN, EILEEN	CROSSING GUARD	6,823	75	528	0	0	7,426	
NELSON, MARILYN	CROSSING GUARD	6,823	75	528	0	0	7,426	
COSTA, SUSAN	CROSSING GUARD	6,823	75	528	0	0	7,426	
GRAY, THERESE	CROSSING GUARD	6,823	75	528	0	0	7,426	
LYNCH, DIANE	CROSSING GUARD	6,823	75	528	0	0	7,426	
WYMAN, JUDITH	CROSSING GUARD	6,823	75	528	0	0	7,426	
KLAUS, CAROL	CROSSING GUARD	6,823	75	528	0	0	7,426	
GANZER, MARYANN	CROSSING GUARD	6,823	75	528	0	0	7,426	
GROVE, JULIE	CROSSING GUARD	6,823	75	528	0	0	7,426	
DEBUS, TAMI	CROSSING GUARD	6,823	75	528	0	0	7,426	
GIANCARLO, GAIL	CROSSING GUARD	6,823	75	528	0	0	7,426	
GREEN, MARY KAYE	CROSSING GUARD	6,823	75	528	0	0	7,426	
ZALEWSKI, LAURA	CROSSING GUARD	6,823	75	528	0	0	7,426	
SERAFIN, DONNA	CROSSING GUARD	6,823	75	528	0	0	7,426	
GIANCARLO, DENNIS	CROSSING GUARD	6,823	75	528	0	0	7,426	
FINLEY, BARBARA	CROSSING GUARD	6,823	75	528	0	0	7,426	
ANDREWS, MAUREEN	CROSSING GUARD	6,823	75	528	0	0	7,426	
GRENDAL, MARY	CROSSING GUARD	6,823	75	528	0	0	7,426	
BUCKLEY, TERRENCE	CROSSING GUARD	6,823	75	528	0	0	7,426	
HERALD, THERESA	CROSSING GUARD	6,823	75	528	0	0	7,426	
ROBISON, ANNE	CROSSING GUARD	6,823	75	528	0	0	7,426	
ROBSON, DEBORAH	CROSSING GUARD	6,823	75	528	0	0	7,426	
KEBLUSEK, LADD	CROSSING GUARD	6,823	75	528	0	0	7,426	
MAGER, BONNIE	CROSSING GUARD	6,823	75	528	0	0	7,426	
DYKHUIZEN, JOANNE	CROSSING GUARD	6,823	75	528	0	0	7,426	
SEYLLER, ERIC	SHELVER	7,099	0	0	0	0	7,099	
DANIEL, JAMES	FIREFIGHTER	5,964	298	790	0	0	7,053	
TONRA JR., THOMAS	ENGINEER-FIRE	5,916	296	784	0	0	6,996	
BALCERZAK, BARBARA	SHELVER	5,690	0	1,175	0	0	6,865	
DONOVAN, SEAN	SHELVER	6,547	0	0	0	0	6,547	
KELLEY, JOHN	ESDA PERSONNEL	5,926	75	459	0	0	6,460	
CARROLL, KRISTINE	SHELVER	5,703	0	0	0	0	5,703	
BARKER, JANICE	SHELVER	5,500	0	0	0	0	5,500	
VELDMAN, MARY	CROSSING GUARD	4,851	75	377	0	0	5,303	
SOCHA, LOIS	CROSSING GUARD	4,851	75	377	0	0	5,303	

Village of Tinley Park, Illinois
Employee Compensation
April 30, 2018

Name	Position	Salary	Other Comp	Retire/ Pension	Health Insurance	Other Benefits	Total Compensation	Provided Vehicle
RABIDEAU, TODD	FIREFIGHTER	4,422	221	586	0	0	5,229	
ESOLATO, LILLIAN	SHELVER	4,598	0	0	0	0	4,598	
MARCIANO, CODY	AUXILIARY OFFICER	4,266	0	326	0	0	4,592	
UNFILLED ,	CROSSING GUARD	4,159	75	324	0	0	4,558	
EMMANOUILIDIS, ALEXANDER	PROBATIONARY FIREFIGHTER	3,749	187	497	0	0	4,433	
QUILTY JR, MICHAEL	PROBATIONARY FIREFIGHTER	3,749	187	497	0	0	4,433	
ZANTA, RYAN	PROBATIONARY FIREFIGHTER	3,726	186	494	0	0	4,406	
UNFILLED ,	FIREFIGHTER	3,716	186	492	0	0	4,394	
KOPYCINSKI, MICHAEL	ENGINEER-FIRE	3,667	183	486	0	0	4,336	
SARHAGE, SEAN	PROBATIONARY FIREFIGHTER	3,666	183	486	0	0	4,336	
MICHALEC, JANICE	ESDA PERSONNEL	3,980	0	304	0	0	4,284	
WATTS, JERRY	ESDA PERSONNEL	3,980	0	304	0	0	4,284	
OFTEDAHL, BRETT	ENGINEER-FIRE	3,556	178	471	0	0	4,205	
ALBA, NICHOLAS	AUXILIARY OFFICER	3,697	0	283	0	0	3,980	
WERR, JOHN	AUXILIARY OFFICER	3,697	0	283	0	0	3,980	
HOHMAN, LUKE	AUXILIARY OFFICER	3,697	0	283	0	0	3,980	
KOWALCZYK, PAUL	AUXILIARY OFFICER	3,697	0	283	0	0	3,980	
LEWIS, JOHN	AUXILIARY OFFICER	3,697	0	283	0	0	3,980	
MANTA, LEO	AUXILIARY OFFICER	3,697	0	283	0	0	3,980	
PACHECO, WILFREDO	AUXILIARY OFFICER	3,697	0	283	0	0	3,980	
CONGREVE, KATHLEEN	COMMISSION SECRETARY - ECC	3,386	0	259	0	0	3,645	
TWOMEY, HEATHER	INTERN - PUBLIC WORKS	2,878	0	220	0	0	3,098	
GORDON, KEVIN	AUXILIARY OFFICER	2,702	0	207	0	0	2,908	
MULLER, TYLER	AUXILIARY OFFICER	2,489	0	190	0	0	2,679	
JALOWIEC, JOSEPH	AUXILIARY OFFICER	2,417	0	185	0	0	2,602	
WERR, LEO	AUXILIARY OFFICER	2,275	0	174	0	0	2,449	
PESTLIN, NORMAN	COMMISSION SECRETARY - VETERAN	2,032	0	155	0	0	2,187	
O'SULLIVAN, THOMAS D	SCADA ENGINEER - PART-TIME	2,000	0	153	0	0	2,153	
SCHUTTER, JAKE	AUXILIARY OFFICER	1,991	0	152	0	0	2,143	
BARAJAS, JOHN	ESDA PERSONNEL	1,493	0	114	0	0	1,607	
GRIFFIN, CHRISTINE	METER READER	1,125	0	86	0	0	1,211	
MOLLER, LORIE	METER READER	1,125	0	86	0	0	1,211	
BATSCH, BARBARA	METER READER	1,125	0	86	0	0	1,211	
PRUSAK, MATTHEW	INTERN-VIDEOGRAPHER	1,000	0	77	0	0	1,077	
ANDERSON, BENJAMIN	INTERN-VIDEOGRAPHER	1,000	0	77	0	0	1,077	
DE NOVA, NICHOLAS	INTERN-VIDEOGRAPHER	1,000	0	77	0	0	1,077	
DOHM, JEANNE	INTERN-VIDEOGRAPHER	1,000	0	77	0	0	1,077	
DRIES, ERIC	ESDA PERSONNEL	995	0	76	0	0	1,071	
TYSSSEN, ROXANE	COMMISSION SECR-SISTER CITIES	847	0	65	0	0	911	
KERN, MARTIN	ESDA PERSONNEL	796	0	61	0	0	857	
LYNCH, JEFFREY	ESDA PERSONNEL	796	0	61	0	0	857	
GALE, RICHARD	ESDA PERSONNEL	796	0	61	0	0	857	
ROBISON, DANIEL	ESDA PERSONNEL	796	0	61	0	0	857	
FAXEL, MICHAEL	ESDA PERSONNEL	796	0	61	0	0	857	
CAREY, SEAN	ESDA PERSONNEL	796	0	61	0	0	857	
JOHNSON, BRIAN	LIEUTENANT-FIRE	338	17	45	0	0	400	



Village of Tinley Park Compensation and Benefits Plan Review and Analysis

M. Benefit Survey Findings

The average cost of benefits as a percent of total compensation for the participants was 30%. Tinley Park's total compensation as a percent of benefits is 32%. The participants reported the following types of salary adjustments:

- Step increases for longevity,
- Union agreements,
- Cost of living,
- Education,
- Performance,
- Annual increases,
- Prevailing wages, and
- Market Analysis.

All respondents reported offering: major medical, vision, dental. Additional benefits reported include: flexible spending accounts, life insurance, and disability insurance.

Roughly, 64% of public sector respondents reported offering retirement benefits. Details show that employees had to meet certain longevity requirements in order to qualify. Approximately half the number of public sector organizations contributed towards a portion of premiums with the other half requiring 100% of the premiums to be paid by the retiree.

All of the respondents reported holiday, vacation, and sick pay. None of the respondents reported the time as a collective Paid-time-off bank of hours. Most organizations offer 10 holidays. All organizations have longevity requirements for employees to earn additional vacation and/or sick time. The ranges of vacation days were 10 to 30 days total. A few respondents reported allowing carry over days into the following year. The number of sick days offered ranged from 8 to 15 days.

Approximately 37% of respondents offer 403(b) or 457 qualified retirement plans.

Approximately 58% of respondents stated the amount of the employer match ranged from a flat dollar amount of \$1,000 to \$19,861.50. For those that reported employer match as a percent reported 4.5% - 17.16%.

About 90% of the respondents had made adjustments to their pay plan in the last year.

64% of respondents reported a pay for performance bonus or stipend plan.

72% of respondents offer either an automobile allowance or auto use for department heads and police and fire. Those that reported an allowance stated a monthly allowance between \$50 to \$600 for key positions.

11% of respondents reported having a formal recruiting, hiring, or retention plan.

About 22% respondents reported giving sell back cash payments of compensatory time for over-time hours to employees that normally are exempt from overtime.

Exhibit

“F”

STAFFING TABLE AS OF
July 1, 2018



* Denotes Civil Service Position

ADMINISTRATION

POSITION CLASSIFICATION	Authorized	Filled as of 7/1/2018	
<u>FULL-TIME</u>			
Village Manager	1	1	
Assistant Village Manager	1	1	
Human Resources Director	1	1	
Management Analyst	1	1	
Executive Assistant	1	1	
TOTAL	5	5	
<u>PART-TIME</u>			
Deputy Director Human Resources	1	1	Interim
TOTAL	1	1	

MAYOR'S OFFICE

POSITION CLASSIFICATION	Authorized	Filled as of 7/1/2018	
ELECTED POSITIONS NOT APPLICABLE TO PAY PLAN			
<u>FULL TIME</u>			
Executive Assistant	1	1	
TOTAL	1	1	

VILLAGE CLERK'S OFFICE

*Denotes Civil Service Position

**These positions are not limited to numbers as authorized

POSITION CLASSIFICATION	Authorized	Filled as of 7/1/2018	
<u>FULL-TIME</u>			
Deputy Clerk	1	1	
Clerk II C-3	1	1	
FOIA & Compliance Coordinator	1	1	
*Clerk I C-2	2	2	
TOTAL	4	4	
<u>PART-TIME</u>			
Clerical/Administrative	2	2	
Intern	2	1	1 Vacant
TOTAL	4	3	

FIRE DEPARTMENT

*Denotes Civil Service Position

**These positions are not limited to numbers as authorized

POSITION CLASSIFICATION	Authorized	Filled as of 7/1/2018	
FULL-TIME			
Fire Chief	1	1	
Deputy Fire Chief	1	1	
*Fire Inspector I	1	1	
Office Coordinator	1	1	
*Clerk I C-2	1	1	
TOTAL	5	5	
PART TIME			
Deputy Fire Chief	1	1	
Assistant Fire Chief	4	4	
Captain	6	6	
Lieutenant	24	19	5 Vacant
Public Education Officer	1	0	1 Vacant
Fire Alarm Service Officer	1	1	
Fire Inspector	2	1	1 Vacant
Clerical	3	3	
TOTAL	42	35	
OTHER PART-TIME			
**Engineers	28	23	5
**Firefighters	72	39	33
TOTAL	100	62	

EMERGENCY MANAGEMENT AND COMMUNICATIONS

*Denotes Civil Service Position

**These positions are not limited to numbers as authorized

POSITION CLASSIFICATION	Authorized	Filled as of 7/1/2018	
FULL-TIME			
Director	1	1	
Operations Coordinator	1	1	
Quality & Training Coordinator	1	1	
Lead Telecommunicator	3	3	
*Telecommunicator A-1	12	10	2 Vacant
TOTAL	18	16	
PART-TIME			
Telecommunicator	4	3	1 Vacant
CC TV Operator	3	2	1 Vacant
Administrative Assistant	1	1	
** EMA/ESDA Personnel	40	17	23 Vacant
TOTAL	48	23	

POLICE DEPARTMENT

*Denotes Civil Service Position

**These positions are not limited to numbers as authorized

POSITION CLASSIFICATION	Authorized	Filled as of 7/1/2018	
<u>FULL-TIME</u>			
Police Chief	1	1	1 Acting
Deputy Police Chief	1	0	DPC=Acting Chief
Commander	2	0	2 Vacant
Community Service Officer	3	3	
Records Supervisor	1	1	
*Secretary C-6	1	1	
*Clerk Matron A-11	8	7	1 Vacant
Midnight Records Clerk	1	1	
TOTAL	18	14	
<u>PART-TIME</u>			
Crossing Guard	33	28	5 Vacant
Clerk Matron	6	5	1 Vacant
Clerical	1	0	1 Vacant
TOTAL	40	33	
<u>OTHER PART-TIME</u>			
Community Service Officer	3	2	1 Vacant
Patrol Officer	10	8	2 Vacant
**Auxiliary Officer	24	24	
TOTAL	37	34	

PUBLIC WORKS DEPARTMENT

*Denotes Civil Service Position

**These positions are not limited to numbers as authorized

POSITION CLASSIFICATION	Authorized	Filled as of 7/1/2018	
<u>FULL-TIME</u>			
Director	1	1	
Assistant Director	1	1	
Administrative Assistant	1	0	1 Vacant
Facilities & Fleet Superintendent	1	1	
Street Superintendent	1	1	
Water Superintendent	1	1	Acting
Village Engineer	1	1	
Foreman	4	4	
Head Mechanic	1	1	
Office Coordinator	1	1	
*Clerk I C-2	4	4	
Utility Billing Technician	1	1	
Work Order Technician	1	1	
TOTAL	19	18	
<u>PART-TIME</u>			
Custodian	6	6	
Intern	1	1	
Clerical	5	4	1 Vacant
Work Order Technician	1	1	
TOTAL	15	15	
<u>OTHER PART-TIME</u>			
Seasonal I	12	12	
TOTAL	17	17	

FINANCE DEPARTMENT

*Denotes Civil Service Position

**These positions are not limited to numbers as authorized

POSITION CLASSIFICATION	Authorized	Filled as of 7/1/2018	
FULL-TIME			
Treasurer/Finance Director	1	1	
Assistant Treasurer	1	1	
Senior Accountant	2	2	
Accountant II	2	1	1 Vacant
TOTAL	6	5	
PART-TIME			
Staff Accountant	3	2	
Accounting Technician	1	1	
Intern	3	1	2 Vacant
Clerical	1	0	1 Vacant
TOTAL	8	4	

COMMUNITY DEVELOPMENT

*Denotes Civil Service Position

POSITION CLASSIFICATION	Authorized	Filled as of 7/1/2018	
FULL-TIME			
Community Development Director	1	1	Interim
Planning Manager	1	1	
Planner I	1	0	1 Vacant
Sr. Planner/Planner II	1	1	
Economic Development Manager	1	1	
Building Official	1	0	1 Consultant
Code Enforcement Officer	2	2	
Office Coordinator	1	1	
Electrical Inspector	1	1	
Plumbing Inspector	1	1	
Health Inspector	1	1	
Building Permit Technician	2	2	
*Clerk I C-2	1	1	
TOTAL	15	13	
PART-TIME			
Zoning Administrator	1	1	
Business Retention Specialist (Econ Dev Specialist)	1	1	
Clerical	1	1	
Intern	1	0	1 Vacant
TOTAL	4	3	

MARKETING & COMMUNICATIONS DEPARTMENT

POSITION CLASSIFICATION	Authorized	Filled as of 7/1/2018	
PART-TIME			
Marketing Director	1	1	
Special Events Coordinator	1	1	
Public Information Coordinator	1	1	
Community Engagement Coordinator	1	1	
Administrative Assistant	1	1	
Marketing Assistant	1	1	
Videographer	5	4	1 Vacant
Marketing Intern	1	2	1 for summer only
TOTAL	12	12	

PACE BUS DEPARTMENT			
POSITION CLASSIFICATION	Authorized	Filled as of 7/1/2018	
PART-TIME			
Senior Bus Driver	4	4	
Senior Bus Dispatcher	3	2	1 Vacant
Total	7	6	
SENIOR CENTER			
POSITION CLASSIFICATION	Authorized	Filled as of 7/1/2018	
PART-TIME			
Senior Center Assistant	1	1	
Total	1	1	
INFORMATION TECHNOLOGY DEPARTMENT			
POSITION CLASSIFICATION	Authorized	Filled as of 7/1/2018	
FULL-TIME			
IT Manager	1	1	
Lead Computer Technician	1	1	
Computer Technician	2	2	
Total	4	4	
FULL TIME TOTAL			
85			
PART TIME TOTAL			
249			
TOTAL OF ALL EMPLOYEES IN PAY PLAN			
<u>334</u>			

TOTAL OF EMPLOYEES IN UNION, AGREEMENT PLAN, or PAID PER ORDINANCE

POSITION CLASSIFICATION	Authorized	Filled as of 7/01/2018	
*Police Sergeant A-4	9	9	
*Patrol Officer A-2	68	65	3 Vacant
SCADA Engineer	1	1	
Part time Snow Plow Drivers			
Seasonal II	4	4	
Meter Reader	3	3	
*Mechanic D-6	3	3	
*Maintenance Man D-5	2	2	
*Maintenance Worker D-1	33	31	2 Vacant
*Tool/Inventory Attendant D-7	1	1	
Total	124	119	

Exhibit

“G”

MERIT PAY INCREASE PLAN - EFF. MAY 1, 2019

Number	Title of Position	Notes
1	Village Manager	Position evaluated on Merit only, as of FY2019
2	Assistant Village Manager	
3	Director, HR	
4	Deputy Director, HR	
5	Director, Finance/Treasurer	
6	Assistant Director, Finance	
7	Manager, Information Technology	
8	Director, Marketing	
9	Director, Public Works	
10	Assistant Director, Public Works	
11	Director, Community Development	
12	Manager, Economic Development	
13	Manager, Planning	
14	Building Official	
15	Chief, Police	
16	Deputy Chief, Police	
17	Commander, Police	
18	Chief, Fire	
19	Deputy Chief, Fire	
20	Assistant Chief, Fire	
21	Deputy Village Clerk	
22	Village Engineer	
24	Office Coordinator, Public Works	
25	Office Coordinator, Building	
26	Office Coordinator, Fire	
27	Superintendent, Water	
28	Superintendent, Fleet & Facilities	
29	Superintendent, Street	
30	911 Operations Coordinator (TCO Supervisor)	
31	911 Training & Development Coordinator	

Exhibit

“H”

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**ORDINANCE
NO. 2018-0-046**

**AN ORDINANCE ESTABLISHING PAY SCALES AND
CERTAIN FRINGE BENEFITS FOR EMPLOYEES FOR THE FISCAL YEAR ENDING
APRIL 30, 2019**

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

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

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

ORDINANCE NO. 2018-O-046

**AN ORDINANCE ESTABLISHING PAY SCALES AND
CERTAIN FRINGE BENEFITS FOR EMPLOYEES FOR THE
FISCAL YEAR ENDING APRIL 30, 2019**

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

SECTION ONE

The rates of pay established by Ordinance 2017-O-059 for current employees not covered by a collective bargaining agreement, excluding Meter Readers, part-time Health Inspector, part-time Building Inspector, Videographer, SCADA Engineer, CERT instructor, Part-time Clerk Matron stipend, Part-Time Telecommunicator stipend, and Part-Time Snow Plow Driver, are hereby increased 2.5% retroactive to May 1, 2018.

Retroactive payments shall be made only to those employees who continue to be employed by the Village when said Ordinance herein is adopted and approved.

All employees of the Village of Tinley Park whose positions have been classified as non-management, except employees covered by a collective bargaining agreement as indicated in final paragraph of this section,, shall be paid in accordance with the Pay Schedule which is set forth in Appendix "A" commencing on May 1, 2018. Said Schedule as attached hereto and as hereby adopted, is approved and incorporated as fully as if said Pay Schedule had been set out at length herein.

Additionally, all employees of the Village of Tinley Park whose positions have been classified as non-management, except employees covered by a collective bargaining agreement as indicated in final paragraph of this section, shall be paid in accordance with the Pay Schedule which is set forth in Appendix "C" commencing on October 7, 2018. Said Schedule as attached hereto and as hereby adopted, is approved and incorporated as fully as if said Pay Schedule had been set out at length herein.

All employees whose positions have been classified as “Management and Professional” shall be paid the wages established in the Pay Schedule contained in Appendix “B” commencing May 1, 2018. Said Schedule as attached hereto and as hereby adopted, is approved and incorporated as fully as if said Pay Schedule had been set out at length herein.

Additionally, all employees whose positions have been classified as “Management and Professional” shall be paid the wages established in the Pay Schedule contained in Appendix “D” commencing on October 7, 2018. Said Schedule as attached hereto and as hereby adopted, is approved and incorporated as fully as if said Pay Schedule had been set out at length herein.

Patrol Officers shall be paid in accordance with the pay provisions contained in an agreement between the Village of Tinley Park and the Metropolitan Alliance of Police Tinley Park Police Chapter #192 (hereinafter referred to “MAP”) signature date 6/20/2017, and such successor collective bargaining agreements as may be approved by the Village. Police Sergeants shall be paid in accordance with the terms and conditions of the agreement most recently approved and adopted by the Village Board of Trustees. Certain Public Works employees shall be paid in accordance with the pay provisions contained in an agreement between the Village of Tinley Park and the International Union of Operating Engineers, Local 150 dated May 20, 2014 and any successor collective bargaining agreements as may be approved by the Village.

SECTION TWO

LONGEVITY PAY - All full time employees, except employees covered by a collective bargaining agreement, shall be entitled to longevity pay increases in accordance with the following schedule:

5 years seniority	-	\$ 60.00 per month
10 years seniority	-	\$ 105.00 per month
15 years seniority	-	\$ 150.00 per month
19 years seniority	-	\$ 195.00 per month

SECTION THREE

FIRE PAY – Firefighters shall be entitled to the remuneration per hour established in the following schedule:

Firefighter (Non Certified)	\$8.25
Firefighter (Certified)	\$15.32
Firefighter	\$19.04
Engineer	\$20.77
Lieutenant	\$21.67
Captain	\$22.80
Assistant Fire Chief /Shift Commander	\$25.96

Tinley Park Firefighters may be eligible to receive an annual stipend if they meet the criteria set forth in TPFD Standard Operating Guideline 100.21 – Pay. The amount of the stipend, **if any**, is decided upon annually by the Village and dispersed to eligible Firefighters based on a percentage of accomplished criteria. Only Firefighters who continue to be employed by the Village when said stipend is determined are eligible for such payment.

SECTION FOUR

CERTAIN PART TIME EMPLOYEES -

A. Part time SCADA Engineers

Part time SCADA Engineers employed by the Village shall be compensated at the rate of \$40.00 per hour.

B. Meter Readers

Meter Readers shall be compensated at a rate of \$.40 cents per meter reading.

C. Part Time Snow Plow Driver

Part time Snow Plow Driver shall be compensated at a rate of \$25.00 per hour.

D. Part Time Health Inspector

Part time Health Inspector shall be compensated at a rate of \$35.00 per inspection.

E. Part Time Building Inspector

Part time Building Inspector shall be compensated at a rate of \$15.00 per inspection.

F. Part Time Videographer

Part time Videographer shall be compensated at a rate of \$20.00 per hour

G. Part Time CERT Instructor

Emergency Management Personnel who act as instructors for the Community Emergency Response Team (CERT) program will be compensated at a rate of \$20.00 per hour.

H. Part Time Clerk Matron

A part time Clerk/Matron who works the Police Department midnights and/or weekends, shall be eligible to receive an additional stipend of \$2.00 per hour for those hours worked in that shift. In addition, if a part time Clerk/Matron works a Village holiday (as defined in the Village Personnel Manual), they shall receive time and one half (1 ½) of their hourly rate.

I. Part Time Telecommunicator

A part time Telecommunicator who works midnights shall be eligible to receive an additional stipend of \$.50 cents per hour for those hours worked in that shift. In addition, should these employees work a Village holiday (as defined in the Village Personnel Manual), he/she shall receive time and one half (1 ½) of their hourly rate.

SECTION FIVE

The rates of pay established in the preceding sections of this Ordinance shall not vest and shall not constitute a property interest in the continuance of any special rate or method of compensation for any public employee, nor shall they be considered a contract of employment or guarantee of continued employment.

SECTION SIX

No expense shall be incurred by the Corporate Authority of the Village of Tinley Park or by any committee or member thereof relative to the compensation to be paid to any public employee unless an appropriation has been previously made concerning such compensation. Any expense otherwise incurred in violation of this Section shall be null and void as to the Village of Tinley Park and no money belonging to the Village of Tinley Park shall be paid on account thereof.

SECTION SEVEN

The provisions of sections Two, Three, and Four of this Ordinance shall be effective as of May 1, 2018.

SECTION EIGHT

All Ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION NINE

That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form and this Ordinance shall be in full force and effect immediately upon its passage, approval, and publication as required by law.

PASSED this day of _____, 2018

AYES:

NAYS:

ABSENT:

APPROVED this day _____, 2018.

Jacob C. Vandenberg, President

ATTEST:

Kristin Thirion, Village Clerk

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2018-O-046, **“AN ORDINANCE ESTABLISHING PAY SCALES AND CERTAIN FRINGE BENEFITS FOR EMPLOYEES FOR THE FISCAL YEAR ENDING APRIL 30, 2019,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on July 17, 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__.

KRISTIN A. THIRION, VILLAGE CLERK

APPENDIX "A"

Non Management Positions effective May 1, 2018

The following pay ranges are hereby established for all full time and part time employees not otherwise addressed in this ordinance in non-management positions for the fiscal year beginning May 1, 2018 and ending April 30, 2019. Individual Exempt salaries shall be in conformance with the Schedule and shall not exceed those provided for in the budget adopted for fiscal year ending April 30, 2019 and related documents. The grade table presented is based on a full-time position at 2080 hours per year except as noted*. Part Time Positions designated with ** have rates listed hourly only. *Full time positions at lower annual hour base have proportionately lower hourly rate.

POSITION	BEGINNING BASE Annual Salary	MAXIMUM BASE Annual Salary
Crossing Guard (per run)	\$11.12	\$18.25
CCTV Operator**		
Bus Driver**		
Bus Dispatcher**		
Work Order Technician (PT)**		
Utility Billing Technician (PT)**	\$12.23	\$17.35
Senior Center Assistant (PT)**		
Clerk (PT)**		
Intern**		
Seasonal I**		
Custodian**	\$12.93	\$17.23
Auxiliary Officer**	\$14.58	\$14.58
EMA-ESDA Member**	\$20.40	\$20.40
Clerk Matron (PT)**	\$13.49	\$18.61
Patrol Officer (PT)**	\$16.73	\$27.96
Commission Secretary**	\$17.35	\$17.35
Community Service Officer-Field Ops (PT)**	\$18.76	\$18.76
Telecommunicator (PT)**	\$21.17	\$21.85
Fire Inspector (PT)**	\$21.17	\$21.17
Zoning Administrator (PT)**	\$21.01	\$29.38
Marketing Assistant (PT)**		
Administrative Assistant (PT)**	\$20.90	\$29.22
Accounting Technician (PT)**	\$19.01	\$26.60
Fire Alarm Services Officer (PT)**		
Public Education Officer (PT)**	\$25.10	\$35.12
Accountant (PT)**		
Special Events Coordinator (PT)**		
Business Retention Specialist (PT)**	\$26.12	\$36.52
Public Information Coordinator (PT)**		
Community Engagement Coordinator (PT)**	\$26.63	\$37.24

APPENDIX "A"

Non Management Positions effective May 1, 2018

The following pay ranges are hereby established for all full time and part time employees not otherwise addressed in this ordinance in non-management positions for the fiscal year beginning May 1, 2018 and ending April 30, 2019. Individual Exempt salaries shall be in conformance with the Schedule and shall not exceed those provided for in the budget adopted for fiscal year ending April 30, 2019 and related documents. The grade table presented is based on a full-time position at 2080 hours per year except as noted*. Part Time Positions designated with ** have rates listed hourly only. *Full time positions at lower annual hour base have proportionately lower hourly rate.

POSITION	BEGINNING BASE Annual Salary	MAXIMUM BASE Annual Salary
Clerk I *	\$38,038	\$53,181
Clerk/Matron*	\$39,540	\$55,328
Midnight Records Clerk	\$43,700	\$61,111
Administrative Assistant (FT)	\$45,198	\$63,232
Clerk II*	\$40,331	\$56,439
Community Service Officer* Secretary*	\$41,987	\$58,714
Utility Billing Technician* Work Order Technician (FT)* Building Permit Technician (FT)*	\$43,898	\$61,371
Telecommunicator (FT)	\$52,208	\$73,050
Planner I	\$53,227	\$74,444
Lead Telecommunicator Management Analyst	\$55,390	\$77,460
FOIA & Compliance Coordinator Office Coordinator Quality & Training Coordinator	\$57,636	\$80,600
Computer Technician	\$62,379	\$87,236
Fire Inspector (FT) Building Inspector (FT) Plumbing Inspector (FT) Electrical Inspector (FT) Health & Consumer Protection Officer (FT) Code Enforcement Officer (FT)	\$64,896	\$90,772

APPENDIX "B"

Management Positions effective May 1, 2018

The following pay ranges are hereby established for all full time and appointed part time employees not otherwise addressed in this ordinance in management positions for the fiscal year beginning May 1, 2018, and ending April 30, 2019. Individual salaries shall be in conformance with the Schedule and shall not exceed those provided for in the budget adopted for fiscal year ending April 30, 2019 and related documents, except as indicated by **. The grade table presented is based on a full time position at 2080 hours per year except as noted. **Part time appointed position paid based on hourly rate and will have variable annual salary dependent on annual hours worked.

POSITION	BEGINNING BASE Annual Salary	MAXIMUM BASE Annual Salary
Executive Assistant (Mayor and Village Mgr.)	\$61,101	\$79,725
Planner II/Senior Planner		
Accountant II	\$67,811	\$88,480
Deputy Director Human Resources		
Police Records Supervisor		
Operations Coordinator – Emergency Mgmt & Comm	\$68,829	\$89,809
Deputy Village Clerk	\$71,972	\$93,911
Deputy Fire Chief – Fire Suppression (PT)**	\$73,053	\$95,318
Senior Accountant		
Lead Computer Technician	\$75,261	\$98,198
Foreman (Streets & Electric)		
Head Mechanic	\$81,078	\$105,790
Assistant Treasurer	\$75,261	\$124,025
IT Manager	\$82,294	\$116,791
Telecommunications Supervisor	\$82,294	\$107,377
Foreman (Water/Streets Hired Prior to 5/1/06)	\$86,053	\$112,280
Human Resources Director		
Marketing Director	\$91,334	\$119,170
Street Superintendent		
Acting Water Superintendent		
Fleet and Facilities Superintendent		
Village Engineer		
Economic Development Manager	\$94,094	\$122,772
Building Official	\$95,506	\$124,614
Commander - Police	\$98,392	\$134,879
Planning Manager		
Emerg. Mgmt & Comm. Director	\$101,366	\$132,262
Assistant Public Works Director		
Deputy Police Chief		
Deputy Fire Chief – Fire Prevention	\$105,996	\$138,300
Community Development Director	\$107,585	\$140,374
Assistant Village Manager	\$110,836	\$144,617
Treasurer	\$115,900	\$151,224
Director of Public Works	\$117,638	\$153,493
Fire Chief		
Police Chief	\$123,013	\$160,505
Village Manager	\$160,819	\$209,834

APPENDIX "C"

Non Management Positions effective October 7, 2018

The following pay ranges are hereby established for all full time and part time employees not otherwise addressed in this ordinance in non-management positions effective October 7, 2018 and ending April 30, 2019. Salaries shall be in conformance with the Schedule and shall not exceed those provided for in the budget adopted for fiscal year ending April 30, 2019 and related documents. The grade table presented is based on a full-time position at 2080 hours per year except as noted*. Full time salaries listed that are paid based on less than 2080 scheduled hours per year will have proportionate hourly pay. Part time positions are listed as hourly rate only**.

POSITION	BEGINNING BASE Hourly Rate or Annual Salary	MAXIMUM BASE Hourly Rate or Annual Salary
Crossing Guard (per run)	\$11.12	\$18.25
CCTV Operator**		
Intern**	\$12.23	\$17.35
Seasonal I**		
Custodian**	\$12.93	\$17.23
Bus Driver**		
Bus Dispatcher**	\$12.93	\$17.45
Work Order Technician (PT)**	\$12.93	\$18.08
Utility Billing Technician (PT)**	\$12.93	\$18.08
Senior Center Assistant**		
Clerk (PT)**	\$13.18	\$18.44
Auxiliary Officer**	\$14.58	\$15.13
EMA-ESDA Member**	\$15.70	\$20.40
Clerk Matron (PT)**	\$14.86	\$20.80
Patrol Officer (PT)**	\$16.73	\$27.96
Commission Secretary**	\$17.35	\$17.35
Community Service Officer-Field Ops (PT)**	\$18.76	\$18.76
Fire Inspector (PT)**	\$21.17	\$22.81
Telecommunicator (PT)**	\$21.17	\$27.61
Marketing Assistant (PT)		
Administrative Assistant (PT)	\$20.90	\$29.22
Clerk I *	\$38,038	\$53,081
Accounting Technician**	\$19.01	\$26.60
Clerk/Matron*	\$39,540	\$55,328
Midnight Records Clerk	\$43,700	\$61,111
Administrative Assistant (FT)	\$45,198	\$63,232
Clerk II*	\$40,331	\$56,439
Community Service Officer (except Field Op PT)*		
Secretary*	\$41,987	\$58,714
Utility Billing Technician*		
Work Order Technician*	\$43,700	\$61,111
Building Permit Technician*		
Zoning Administrator (PT)**	\$22.28	\$31.17
Fire Alarm Services Officer (PT)**		
Accountant (PT)**	\$25.10	\$35.12
Public Education Officer**		

APPENDIX "C"

Non Management Positions effective October 7, 2018

The following pay ranges are hereby established for all full time and part time employees not otherwise addressed in this ordinance in non-management positions effective October 7, 2018 and ending April 30, 2019. Salaries shall be in conformance with the Schedule and shall not exceed those provided for in the budget adopted for fiscal year ending April 30, 2019 and related documents. The grade table presented is based on a full-time position at 2080 hours per year except as noted*. Full time salaries listed that are paid based on less than 2080 scheduled hours per year will have proportionate hourly pay. Part time positions are listed as hourly rate only**.

POSITION	BEGINNING BASE Hourly Rate or Annual Salary	MAXIMUM BASE Hourly Rate or Annual Salary
Telecommunicator (FT)	\$52,208	\$73,050
Business Retention Specialist (PT)	\$26.12	\$36.52
Public Information Coordinator (PT)** Special Events Coordinator (PT)** Community Engagement Coordinator (PT)**	\$26.63	\$37.24
Management Analyst	\$55,390	\$77,460
Lead Telecommunicator FOIA & Compliance Coordinator	\$57,636	\$80,600
Planner I	\$58,780	\$82,223
Quality & Training Coordinator	\$61,172	\$85,530
Computer Technician	\$62,379	\$87,236
Fire Inspector I Building Inspector Plumbing Inspector (FT) Electrical Inspector (FT) Health & Consumer Protection Officer (FT) Code Enforcement Officer (FT)	\$64,896	\$90,772

APPENDIX "D"

Management and Professional Positions -effective October 7, 2018

The following pay ranges are hereby established for all full time and appointed part time employees not otherwise addressed in this ordinance in management positions beginning October 7, 2018, and ending April 30, 2019. Individual salaries shall be in conformance with the Schedule and shall not exceed those provided for in the budget adopted for fiscal year ending April 30, 2019 and related documents (except as indicated by **). The grade table presented is based on a full time position at 2080 hours per year except as noted. **Hourly, appointed positions will receive variable annual salary dependent on annual hours worked.

POSITION	BEGINNING BASE Annual Salary	MAXIMUM BASE Annual Salary
Executive Assistant	\$ 61,102	\$ 79,724
Office Coordinator	\$ 62,949	\$ 82,154
Planner II/Senior Planner Accountant II Deputy Director Human Resources	\$ 67,812	\$ 88,480
Police Records Supervisor Operations Coord-Emergency Mgmt & Comm	\$ 68,829	\$ 89,808
Deputy Village Clerk	\$ 71,973	\$ 93,911
Deputy Fire Chief – Fire Suppression (PT)**	\$ 73,053	\$ 95,318
Senior Accountant Lead Computer Technician	\$ 75,262	\$ 98,197
Head Mechanic	\$ 81,078	\$ 105,789
Telecommunications Supervisor	\$ 82,295	\$ 107,377
Foreman	\$ 83,529	\$ 108,986
Foreman (Water/Streets Hired Prior to 5/1/06)	\$ 86,053	\$ 112,280
IT Manager Marketing Director	\$ 91,334	\$ 119,170
Human Resources Director Street Superintendent Water and Sewer Superintendent Fleet and Facilities Superintendent Village Engineer Economic Development Manager	\$ 94,094	\$ 122,772
Assistant Treasurer Building Official/Commissioner	\$ 95,506	\$ 124,613
Assistant Public Works Director Planning Manager (CDD) Emerg. Mgmt. & Comm. Dir.	\$ 101,367	\$ 132,262
Deputy Fire Chief – Fire Prevention (FT)	\$ 105,996	\$ 138,300
Community Development Director	\$ 107,586	\$ 140,374
Police Commander	\$ 128,463	\$ 140,376
Assistant Village Manager	\$ 110,837	\$ 144,617
Deputy Police Chief	\$ 114,187	\$ 148,988
Treasurer	\$ 115,900	\$ 151,222
Director of Public Works	\$ 117,638	\$ 153,492
Fire Chief Police Chief	\$ 123,013	\$ 160,504
Village Manager	\$ 160,820	\$ 209,833



Interoffice Memo

Date: July 13, 2018

To: Committee of the Whole

From: David Niemeyer, Village Manager

cc: Pat Carr, Assistant Village Manager

Subject: Electrical Aggregation

The Village's current electrical aggregation contract with Dynegy Energy is set to expire in October. The Northern Illinois Municipal Electric Collaborative (NIMEC) has conducted a formal bid process for aggregate electrical pricing on behalf of the Village. Bidding results provided by NIMEC (**Exhibit A**) have suggested the electrical pricing would not save residents money on electrical bills through the 12-month term of the contract. All of the prices are well above the current average ComEd rate of 7.75 cents. Because of this, NIMEC is offering a new option. The new option is a modified aggregation program, which will charge residents the ComEd rate, but the electricity provided will be 100% renewable. This was discussed with the Administration and Legal Committee held on Tuesday, June 26, 2018 (backup attached – **Exhibit B**). I have attached additional information regarding NIMEC's proposed renewable aggregation program and renewable energy certificates (RECs) that was requested at this meeting (**Exhibit C**).

At the March 2012 election, residents approved the authorization for the Village to operate an opt-out aggregation program via referendum. Subsequently, the Municipal Aggregation Program was created which has allowed the Village to take advantage of the economies of scale by negotiating pricing and protective terms from energy suppliers on behalf of the residents. The program is an option for residents who are interested in alternate electrical suppliers but do not want to act in the electrical market on their own. Features of the Village's program include:

- Residents are informed (via postal mail, paid for by the supplier) of new rates and terms prior to the rate change
- Resident may opt out of the program at any time, and will never incur a termination fee
- Unlike many individual offerings, there are no additional monthly fees, nor a variable floating rate
- The program offers fixed price certainty versus the ComEd default rate (set by the Illinois Power Agency), which can vary

- Ratepayers may save money vs. the ComEd rate; a Village program rate provides a benchmark against individual offers

In 2017, the Village worked with NIMEC and contracted Dynegy Energy who offered lower fixed-rate pricing compared to ComEd's annualized rate to residents. The contract with Dynegy is set to expire in October but a contract with a new supplier requires 70 days to implement. The Village has three options before them. The first two options are those which are presented every time the aggregation contract expires while the third option is new. The options are listed below:

1. Allow the program to expire – if the Village Board chooses, the program can be discontinued. This is not recommended as the Village incurs no hard costs to administer the program and residents may receive favorable rates as well as the benefits listed above
2. Standard aggregation – Accept the lowest bidder from NIMEC's formal bidding process. The bid results are attached. They are higher than what residents would pay with ComEd. This is not recommended.
3. Renewable Aggregation – New option offered by NIMEC. The supplier will charge the same rates as ComEd throughout the year and the supplier will offset their energy consumption by purchasing Renewable Energy Credits (RECs) for all accounts in the aggregation program. The Village would receive a designation as a US Environmental Protection Agency Green Power Community and all energy produced would be considered renewable energy. In this option, all residents would continue to be billed by ComEd. The profitable margins on the lower cost accounts enables the supplier to purchase RECs for the entire aggregation – including ratepayers who will not be enrolled, but who will remain with ComEd. All residents would receive notice of the program, with the explanation that 100% of their power is offset by RECs.

NIMEC has been the Village's electrical aggregation consultant since 2007. They are paid on a commission basis from the winning supplier, not the Village or the residents. Residents will always have the choice to opt out of the Village's program and conduct their search for suppliers. Attached is a fact sheet (**Exhibit D**) that NIMEC provided to the Village of Clarendon Hills which will be distributed to their residents on the 100% Green Aggregation Program. We will be putting something similar together for our residents if the Board approves this new program.

I have also attached an electric pricing chart for the last 11 years (**Exhibit E**). I have spoken with the chair of the Environmental Enhancement Commission (EEC), and he indicated he is supportive of the program and will get a formal motion to recommend this next Tuesday. I have included past minutes where this has been discussed. (**Exhibit F**)

If the Village Board decides to discontinue the aggregation program, no action is required. If the Village Board proceeds with the renewable aggregation program, staff seeks passage of an ordinance authorizing the Village Manager or designee to execute the attached contract (**Exhibit G**) on behalf of the Village for the renewal of the aggregation program.



Exhibit

“A”

VILLAGE OF TINLEY PARK

JULY 10, 2018: BID INDICATIONS ONLY

STANDARD AGGREGATION

Supplier	Term (months): Price in ¢ per kWh	Escape Clause	Early Termination Fees	Ownership	Total IL Programs (Max A/Cs served)	Power Sources	No pass- through charges	
Constellation Energy Services	12: 8.476	Ind'l	\$0	Wholly owned by Exelon (NYSE: EXC)	110 (872,000)	Nuclear: 37%	Yes	
	24: 8.388					Coal: 33%		
	36: 8.271					Nat Gas: 25%		
Dynegy Energy	12: 8.113	Ind'l	\$0	Wholly owned by Vistra Energy Corp (NYSE: VST)	510 (800,000)	Other: 5%	Yes	
	24: 7.971					Nuclear: 36%		
	36: 7.912					Coal: 33%		
Eligo Energy	12: 8.320	Ind'l	\$0	Privately held by Eligo Energy, LLC, in energy space six years	25 (34,000)	Nat Gas: 27%	Yes	
	24: 8.110					Other: 4%		
	36: 8.022					Nuclear: 35%		
MC Squared	12: 8.200	Ind'l	\$0	Wholly owned by Wolverine Holdings	59 (140,000)	Coal: 32%	12-24 mo: Yes	
	24: 8.150					Nat Gas: 28%		
	36: 8.100					Other: 5%		
MidAmerican Energy Services	12: 8.480	Ind'l	\$0	Wholly owned by Berkshire Hathaway Energy	31 (38,000)	Nuclear: 36%	36 mo: No	
	24: 8.300					Coal: 33%		Yes
	36: 8.260					Nat Gas: 26%		36 mo: No
Annualized ComEd default rate June 2018 to May 2019: 7.75¢ per kWh							Nuclear: 29%	Yes
							Coal: 34%	
							Nat Gas: 30%	
							Other: 7%	

100% GREEN AGGREGATION *

Supplier	Term (months): Price in ¢ per kWh	Escape Clause	Early Termination Fees	Ownership	Total IL Programs (Max A/Cs served)	Power Source	No pass- through charges
MC Squared 100% RECs for all of aggregation	12: ComEd rate	Ind'l	\$0	Wholly owned by Wolverine Holdings	59 (140,000)	100% Green-E Certified Wind RECs generated in the Midwest	Yes
	24: ComEd rate						
	36: ComEd rate						

* Village Receives Designation as a US EPA Green Power Community. Reduces CO2 emissions an estimated 70,000 tons per year

NIMEC
NIMES Energy Management & Consulting
BANDING TOGETHER TO DRIVE DOWN PRICING

Exhibit “B”



Interoffice Memo

Date: June 26, 2018

To: Administration and Legal Committee

From: David Niemeyer, Village Manager

Cc: Pat Carr, Assistant Village Manager
Patrick Connelly, Village Attorney

Subject: Electrical Aggregation

Since 2011, the Village has been part of an “opt out” electric aggregation program that was authorized by the State of Illinois several years ago. The Village goes out to bid for electric power and residents are automatically enrolled with the new supplier, unless they opt out after they receive a notification in the mail. Regardless of the electric provider, ComEd remains the distributor. This program has saved residents millions of dollars since its inception.

The contract with the current supplier, Dynegy, expires in October. The company that oversees the program for us, NIMEC, recently went out to bid for the new program. The results are attached.

For the first time, we did not get a supplier that will beat the ComEd default rate of 7.75c per kwh. This is due to changing market conditions. However, NIMEC is recommending a program with ComEd that is 100% renewable energy as explained in the attached information.

David Hoover with NIMEC will be at the Administration and Legal committee on Tuesday to explain the program. The committee will need to make a recommendation to approve this new program with final Board approval on July 17.

100% Green (Renewable) Power Municipal Aggregation

Proposal:

To implement a Municipal Aggregation program with 100% Renewable Energy Credits (RECs) for residents and small businesses *at no additional cost*. Residents and small businesses would be billed at the ComEd residential rate. In comparison, ComEd supply service provides 14.5% RECs.

History:

Municipal electric aggregation has achieved success and favorability across Illinois since 2011, saving cumulative hundreds of millions of dollars for residents in communities that have implemented the programs. Many communities are undertaking steps to reduce their collective carbon footprint by enacting community-wide sustainable practices and policies. One-third of Chicago metropolitan municipalities have adopted the Greenest Region Compact.

How it Works:

- Every electric account establishes unique usage consumption patterns. Factors such as volume, time of day, single family vs. multi-family, and usage during ComEd peak periods combine to create a complex power usage profile.
- The cost of producing electricity is highly variable. Generators are required, by law, to ensure it is perpetually available in full, and on demand.
- Therefore, suppliers analyze that variable cost to serve each account and price an account's individual rate.

When suppliers analyze a community for an aggregation program, they calculate the price for each individual account and will switch only those accounts for which power costs less than the ComEd default rate. The remainder of the accounts that are costlier to serve will remain on ComEd supply service. However, the entire aggregation, including those remaining on ComEd supply, receive 100% RECs for all power consumed.

All residents would continue to be billed by ComEd. All residents would pay the same ComEd default rate.

The profitable margin on the favorable (lower cost) accounts enables the supplier to purchase RECs for the entire aggregation—including all ratepayers who remain with ComEd. All residents receive notice of the program, with the explanation that 100% of their power consumption is offset by RECs. The RECs are derived from wind energy in the Midwest, thus supporting local renewable power generators.

Ratepayers may opt out or leave with no early termination fee at any time for any reason. Ratepayers who have already chosen their own individual supplier contract are not included in the program.

This program, 100% Green Aggregation, enables the community to receive the designation of US EPA Green Power Community.



EPA's

Green Power Partnership

An Environmental Choice for Your Organization



The Green Power Partnership is a free, voluntary program of the U.S. Environmental Protection Agency (EPA) that assists organizations with procuring electricity generated from renewable resources and promoting their green power leadership.

Why Join EPA's Green Power Partnership?

- **Credibility** — Joining the Partnership provides credibility to your green power purchase. It signifies that your organization's green power use meets nationally accepted standards supported by EPA.
- **Publicity and Recognition** — Partnership with EPA can help bring positive attention to your environmental and sustainability initiatives and differentiate your organization and brand from the competition (see sidebar for examples).
- **Communication Tools and Resources** — EPA can assist you in communicating the economic and environmental benefits of your green power use to stakeholders, including providing press release templates, social media suggestions, and quotes from EPA officials.
- **Network of Like-minded Organizations** — As a Green Power Partner, your organization is affiliated with other renewable energy market leaders including Fortune 500® companies, colleges & universities, and national retailers. Partners share their green power success stories and communications strategies in newsletters, emails, webinars, via social media, and at conferences.

How Can My Organization Join EPA's Green Power Partnership?

To join, organizations procure green power at a level that meets or exceeds Partnership benchmarks (see below), sign a simple Partnership Agreement, and agree to update EPA on their green power use annually.

Partnership Benchmarks

Your Organization's Baseload	Minimum Usage Requirements
If your annual electricity use in kilowatt-hours is...	You must, at a minimum, use this much green power:
≥ 100,000,001 kWh	3% of your electricity use
10,000,001 – 100,000,000 kWh	5% of your electricity use
1,000,001 kWh – 10,000,000 kWh	10% of your electricity use
≤ 1,000,000 kWh	20% of your electricity use

Join Now and Position Your Organization for the Future

www.epa.gov/greenpower



Promoting Your Green Power Leadership



Identify yourself as a Green Power Partner by displaying the Partner mark (above) on websites, annual and CSR reports, and marketing materials.



Garner publicity, recognition, and EPA awards!



100% Renewable Municipal Aggregation

History:

Municipal electric aggregation has achieved success and favorability across Illinois since 2011, saving cumulative hundreds of millions of dollars for residents in communities that have implemented the programs. In recent years, the ComEd default rate dropped, narrowing the margin of savings.

Proposal:

To implement a Municipal Aggregation program with 100% Renewable Energy Credits for all residents and small businesses with no additional cost. All residents and small businesses would be billed at the ComEd residential rate.

Background:

1. Every electric account establishes unique usage consumption patterns. Factors such as volume, time of day, single family vs. multi-family, and variability of usage across seasons combine to create a complex power usage profile.
2. The cost of producing electricity is highly variable. Generators are required, by law, to ensure it is perpetually available in full, and on demand.
3. Therefore, suppliers price out each resident/small business with their own individual rate.

When suppliers price out aggregations, they price out each individual account in a municipality and will switch only those accounts for which power costs less than the ComEd default rate. (This may be 30-60% of the population.) The remainder of the accounts that are costlier to serve would remain on ComEd default supply rate.

All residents would continue to be billed by ComEd. All residents would pay the same ComEd default rate.

The profitable margin on the favorable (lower cost) accounts enables the supplier to purchase sufficient Renewable Energy Credits (RECs) for the entire aggregation—including all ratepayers who remain with ComEd. All residents would receive notice of the program, with the explanation that 100% of their power consumption is offset by Renewable Energy Credits (possibly to be sourced in Illinois or Midwest, thus supporting local renewable power generators.)

Ratepayers who have already chosen their own individual supplier contract are not included in the program. Ratepayers may opt out or leave with no early termination fee at any time for any reason.

This program, 100% Renewable Aggregation, enables the community to receive the designation of **US EPA Green Power Community (GPC)**.



EPA's

Green Power Partnership

An Environmental Choice for Your Organization



The Green Power Partnership is a free, voluntary program of the U.S. Environmental Protection Agency (EPA) that assists organizations with procuring electricity generated from renewable resources and promoting their green power leadership.

Why Join EPA's Green Power Partnership?

- **Credibility** — Joining the Partnership provides credibility to your green power purchase. It signifies that your organization's green power use meets nationally accepted standards supported by EPA.
- **Publicity and Recognition** — Partnership with EPA can help bring positive attention to your environmental and sustainability initiatives and differentiate your organization and brand from the competition (see sidebar for examples).
- **Communication Tools and Resources** — EPA can assist you in communicating the economic and environmental benefits of your green power use to stakeholders, including providing press release templates, social media suggestions, and quotes from EPA officials.
- **Network of Like-minded Organizations** — As a Green Power Partner, your organization is affiliated with other renewable energy market leaders including Fortune 500® companies, colleges & universities, and national retailers. Partners share their green power success stories and communications strategies in newsletters, emails, webinars, via social media, and at conferences.

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10,000,001 – 100,000,000 kWh	5% of your electricity use
1,000,001 kWh – 10,000,000 kWh	10% of your electricity use
≤ 1,000,000 kWh	20% of your electricity use

Join Now and Position Your Organization for the Future

www.epa.gov/greenpower



Promoting Your Green Power Leadership



Identify yourself as a Green Power Partner by displaying the Partner mark (above) on websites, annual and CSR reports, and marketing materials.



Garner publicity, recognition, and EPA awards!



NIMED

NEEDHAM HILLS TOWNSHIPS CLARENCE BRILLIANT
MANAGING TOGETHER TO DRIVE DOWN PRICES

VILLAGE OF TINLEY PARK

Bid indications May 20, 2018

ComEd default rate June 2018 to May 2019 7.75¢ per kWh

	Term (months): Price in ¢ per	Escape Clause	Early Termination Fees	Ownership	Total IL Programs (Max A/Cs served)	Power Sources	No pass- through charges
Constellation Energy Services	12: 8.476 24: 8.388 36: 8.271	Ind'l	\$0	Wholly owned by Exelon (NYSE: EXC)	110 (872,000)	Nuclear: 37% Coal: 33% Nat Gas: 25% Other: 5%	Yes
Dynegy Energy	12: 8.181 24: 8.031 36: 7.970	Ind'l	\$0	Wholly owned by Vistra Energy Corp (NYSE: VST)	510 (800,000)	Nuclear: 36% Coal: 33% Nat Gas: 27% Other: 4%	Yes
Eligo Energy	12: 8.290 24: 8.110 36: 8.090	Ind'l	\$0	Privately held by Eligo Energy, LLC, in energy space six years	25 (34,000)	Nuclear: 35% Coal: 32% Nat Gas: 28% Other: 5%	Yes
MC Squared	12: 8.200 24: 8.150 36: 8.100	Ind'l	\$0	Wholly owned by Wolverine Holdings	59 (140,000)	Nuclear: 36% Coal: 33% Nat Gas: 26% Other: 5%	12-24 mo: Yes 36 mo: No
MidAmerican Energy Services	12: 8.476 24: 8.388 36: 8.271	Ind'l	\$0	Wholly owned by Berkshire Hathaway Energy	31 (38,000)	Nuclear: 29% Coal: 34% Nat Gas: 30% Other: 7%	Yes

FAQ: 100 % Renewable Energy Certificates (RECs) – Green Energy

Q: Where does green energy come from?

A: Wind generation sites are the primary source of renewable green energy in the State of Illinois, followed by solar, hydro, and methane gas from landfills. Nuclear and natural gas are not considered renewable green resources for power generation.

Q: If we buy 100% green energy, will our homes be powered by the actual electricity that is generated by windmills, solar, hydro, etc.?

A: No. The industry doesn't have the capabilities of routing specific power to specific municipalities or individual consumers. Those end users (residents and businesses) who purchase green power typically pay a premium to support green energy through the purchase of Renewable Energy Certificates (RECs). The premium paid for RECs is used to subsidize and support the cost of those companies that actually generate the green power.

Q: So how do we know we are buying renewable green power?

A: When a power supplier sells a "green energy" product in the marketplace, that supplier is required to purchase and retire RECs to support their green products. The supplier is also required to document these transactions, and report such to State and Federal agencies.

Q: Are RECs legitimate?

A: Yes. RECs represent the benefits and attributes of renewable green energy. RECs are monitored by the Federal Energy Regulatory Commission. Renewable generation sites are registered. As energy is generated from each site, generation owners sell the RECs, which are numbered within a tracking system. RECs can be resold in the marketplace, but are only used once, and then must be retired. Anyone who claims they purchase renewable power either has on-site renewable generation such as a windmill or solar panels, or they must purchase RECs to support green power development.

FAQ: 100 % renewable

Q: Where does green energy come from?

A: Wind is the primary source of green energy in Illinois, followed by solar, hydro and methane gas from landfills. Nuclear and natural gas are not considered green.

Q: If we buy 100% green energy, will our homes be powered by the electricity that is generated by windmills, hydro, etc?

A: No. The industry doesn't have the capabilities of routing specific power to particular municipalities. Those end users (residents and businesses) that purchase green power are paying a premium. That premium is used to subsidize the cost of those companies that actually generate the green power.

Q: So how do we know we are buying renewable power?

A: When a power supplier purchases renewable power from a green generator, the buyer also receives one Renewable Energy Certificate (REC) for each Megawatt it purchases. Those RECs can be traded and/or resold to other suppliers, subsidizing the cost of the power. Any supplier providing 100% renewable power must purchase a corresponding number of RECs.

Q: Are REC's legitimate?

A: Yes. REC's are monitored by the Federal Energy Regulatory Commission. They are numbered and can only be used once, as they are 'retired' when the eventual customer uses the power. Anyone who states that they purchase renewable power must either have a windmill or solar panels on their roof, or they purchase RECs. There is no other way to supply renewable power.

Exhibit

“C”



Interoffice Memo

Date: July 6, 2018
To: David Niemeyer, Village Manager
From: Hannah Lipman, Management Analyst
Subject: Electrical Aggregation

As discussed in the Administration and Legal Committee on June 26, 2018, the Renewable Aggregation option presented by the Northern Illinois Municipal Electric Collaborative (NIMEC) would charge Tinley Park residents the ComEd rate but the electricity provided would be 100% renewable. The profitable margins on the lower cost accounts enables the supplier to purchase renewable energy certificates (RECs) for the entire aggregation.

As requested, I conducted some additional research on NIMEC's proposed renewable aggregation program and RECs.

One REC represents the actual generation of one megawatt hour of electricity. RECs are essentially the currency of the renewable energy market. They allow anyone, anywhere to purchase renewable energy. Each REC is uniquely numbered and therefore can be tracked. The certificate is independently verified and audited and can only be used one time. Green-E is the leader in clean energy certification. By setting the high standards for renewable energy sold to consumers and businesses in the U.S., and through robust verification procedures that ensure transparency, Green-E has helped make the U.S. retail REC market a significant support for new renewable energy facilities. Through purchasing of RECs, additional renewable energy projects are supported. REC prices vary over time and across the country based on a variety of factors, including the type of technology, whether there are state requirements for utilities to purchase certain types of RECs, and demand from voluntary purchasers. The current cost of RECs is hard to determine—it can range from nearly \$400 in one state, to \$4 per REC in another state based on the market.

Exhibit

“D”

Village of Clarendon Hills 100% Green Aggregation

Following the passage of an April 2011 voter referendum, the Village of Clarendon Hills contracted to procure electric supply in a municipal electric aggregation program for residents and small businesses. The average participating ratepayer has saved several hundred dollars in power costs, for a cumulative Village savings over \$500,000.

Savings margins have narrowed; the Village has now implemented a 100% Green Aggregation Program. All ratepayers (except those with an individual supplier contract or on ComEd's hourly rate program) will receive 100% Green power via Renewable Energy Credits (RECs) for their entire power consumption at zero added cost. All ratepayers will be charged the ComEd rate.

Background: The cost of serving each electric account varies greatly, depending on usage patterns. Some resident accounts will switch to ComEd supply service because the cost of generation for their consumption profile exceeds the ComEd rate. Others will switch to the new supplier, MC Squared Energy Services, and will pay the same ComEd rate, but because their consumption profile is a lower cost, the margin allows MC Squared to purchase RECs for all ratepayers in the **Clarendon Hills Aggregation Community**.

This program will reduce CO2 emission by approximately 16,500 tons annually. RECs purchased for the Village's energy consumption will be sourced from wind power generators in the Midwest.

Every residential account not enrolled with their own individual supplier, nor on an hourly rate will receive a notice in August informing them that 100% of their energy consumption will be offset by green power generation. These Green-E audited certificates represent wind generation. See more detail in FAQs below.

There is never an enrollment fee, an early termination fee, nor any added monthly fees. The program begins at October 2018 meter read dates and is for a one-year term.

PROGRAM FAQs

1. What is the ComEd rate?

The summer ComEd rate is 7.358¢ per kWh and will rise to 7.941¢ beginning October. This is comprised of electricity supply, transmission services and the Purchased Electricity Adjustment (PEA) that varies monthly. The same ComEd rate including the PEA charge or credit, will be charged to all participants in the Clarendon Hills Community Aggregation, whether enrolled with MC Squared or whether receiving supply service via ComEd. To learn more about rates, visit pluginillinois.org.

2. Where does green energy come from?

Wind generation sites are the primary source of renewable green energy in the State of Illinois, followed by solar, hydro, and methane gas from landfills. Nuclear and natural gas are not considered renewable green resources for power generation.

3. If we buy 100% green energy, will our homes be powered by the actual electricity that is generated by windmills, solar, hydro, etc.?

No. The power grid maintained by ComEd that serves your community cannot route specific power directly to your home. Those who purchase green power typically pay a premium to support green energy through the purchase of Renewable Energy Certificates (RECs). The premium paid for RECs is used to subsidize the cost of those companies that actually generate the green/renewable power.

4. How can we be certain we are buying green / renewable power?

When a power supplier sells a "green energy" product in the marketplace, that supplier is required to purchase and retire RECs to support their green products. The supplier must document and report those transactions to State and Federal agencies.

5. Are RECs legitimate?

Yes. RECs represent the benefits and attributes of renewable green energy. RECs are monitored by the Federal Energy Regulatory Commission (FERC). As energy is generated, the generation owners sell the RECs, which are numbered within an audited tracking system. RECs may be resold and only used once and then must be retired. Anyone who claims they purchase renewable power either has on-site renewable generation such solar panels or a windmill directly hooked up to their home, or they must purchase RECs to support green power development.

6. How can I enroll in the program?

During the initial three-week opt out period, you need do nothing if you received a notice at your ComEd billing address; you will automatically be enrolled unless you opt out. The notice will detail whether your account will be switched to ComEd or to MC Squared. You need do nothing, and all of your power consumption over the next 12 months will be offset by Renewable Energy Credits, sourced from wind generation in the Midwest.

7. What is an eligible resident or small commercial account?

Any resident who is currently with ComEd and has not already switched to an Alternative Retail Electric Supplier (ARES) or who is not enrolled in a special Residential Real-Time Pricing (RRTP) program is eligible, and small commercial accounts are eligible. You must also have a residence or business located within the Village limits.

8. What if I don't want to participate?

You may opt out before the program begins. You may leave the program after it begins, and you will never incur a fee.

9. Why is the Village doing this?

A Municipal Electric Aggregation Program was approved by a simple majority in a voter referendum allowing the Village to seek pricing from an ARES for residents and small commercial accounts. The Village is committed to environmental sustainability, and in this instance, there is zero additional cost to procure green energy for the Village's residents—a win-win.

10. Will I get two bills, one from ComEd and another from the new supplier?

No. ComEd will continue to bill you for electric supply, delivery and taxes.

11. Whom do I call if I have service problems?

Always call ComEd with reports of outages or downed power lines at 800-334-7661. For questions about your supply, you can call the customer service number for Constellation. This will be listed under "Electric Supply Services" on your ComEd bill.

12. If I am automatically enrolled in the program now, can I leave the program at any time?

Yes, you can later leave the program and move your account back to ComEd or another Supplier. There is no early termination fee to leave.

13. I am enrolled in low-income assistance program. Will that be affected?

No. If you currently receive assistance via PIPP or LIHEAP, that status will not change and you can continue to get these benefits for your ComEd bill.

14. I'm on ComEd's budget billing plan. Will that change? Can I still have my payment automatically deducted from my checking account as I do now?

Your participation in the budget billing plan won't change. The way you pay your ComEd bill will not change.

15. Will someone come to my home or call to sign me up?

No. You need do nothing to automatically be enrolled in the program. If someone calls or visits your home claiming to be the Village's power supplier you may file a complaint with the ICC at <http://www.icc.illinois.gov/consumer/complaint>.

For more information about energy supply choices, visit the ICC site at pluginillinois.org.

For questions about your electric account, do not call Village Hall; call Clarendon Hills's aggregation program supplier, MC Squared, at 877-622-7697. If you require additional assistance, call NIMEC at 800-727-3820 to leave your question and callback number. You will be contacted within 24 hours regarding the issue.

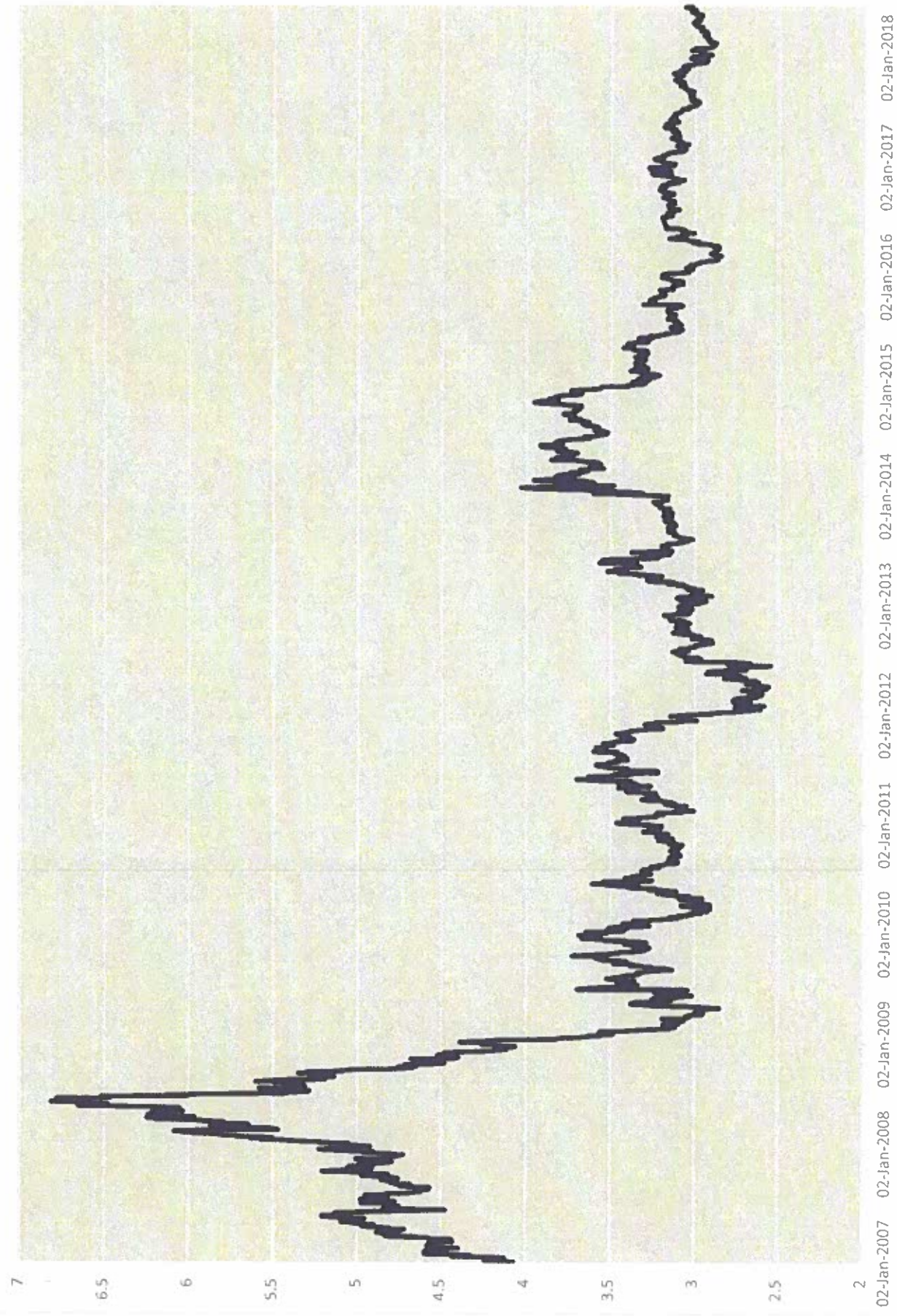
To report an electrical outage, or for questions pertaining to your ComEd bill, call ComEd at 800-334-7661.

###

Exhibit

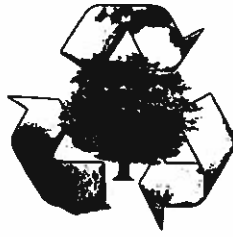
“E”

Electric Pricing: 2007 - Present



Exhibit

“F”



**Meeting Minutes for the Environmental Enhancement Commission
Tuesday, August 15, 2017 - 7:00 p.m.
Tinley Park Village Hall – Kallsen Center
16250 S. Oak Park Avenue
Tinley Park, IL 60477**

ROLL CALL

Present and responding to roll call were the following:

Members: Chairman Antonio Halek
Jeff Mech
Frank Markowicz
Aireen Arellano
Jeffery Loftus
Absent: Village Trustee Brian Younker

CALL TO ORDER

The regular meeting of the Environmental Enhancement Commission was called to order by Antonio Halek at 7:02 p.m. in the Fulton Conference Room. Motion to open the meeting and approve the agenda made by Aireen Arellano, seconded by Frank Markowicz. Motion to approve the July 18, 2017 minutes made by Frank Markowicz, seconded by Jeffery Loftus. Approved by voice vote.

Correspondence

No correspondence. Antonio Halek congratulated the newest commissioners, Aireen Arellano and Jeffery Loftus.

Reports

No budget report.

Old/Ongoing Business:

Solar Farm

Jeff Mech stated that the EEC wants to take an official vote.

Aireen Arellano stated that we are all aligned and in agreement regarding the solar farm. Ryan is invaluable, he has a lot of compelling arguments for it which would really strengthen our position.

Antonio Halek stated we will entertain a motion to support and take a stance on solar proposal. Motion made by Frank Markowicz to support the solar proposal, seconded by Jeff Mech. All in favor.

- Vote for 'Solar Proposal' at the TPMHC site (per Antonio's approval). "Do you (EEC members) support installing a solar panel farm and an EV charging station, taking advantage of the proximity to I-80, on 100 of the 280 acres at the Tinley Park Mental Health Center site?" All Commissioners agreeable to entertaining a vote.

Frank Markowicz thinks we can be more flexible about the hundred acres. Thinks it is a lot of land. Jeff Mech thinks that if we go high they can always talk us down. Frank Markowicz thinks we should make it more negotiable so that we can get something out of the deal. Aireen Arellano agreed that something is better than nothing. Jeff Mech stated that sizeable to them might be five acres.

Aireen Arellano thinks 50-100 is fair. Frank Markowicz thinks 100 might scare people off, don't know if it's feasible. Jeff Mech is ok with 50-100 but still likes the 100 better. This makes us sound strong. We want this to be big. This is a proposal, don't think it will scare people off at this point.

Antonio Halek explained that the proposal will be sent to Brian Younker and then it has to be proposed.

Jeff Mech explained to keep in mind too that it is not just a solar farm but also the electrical charging stations, utility roads, lines to be serviced, etc. Out of the 100 acres it might only be 45 acres for the solar panels.

Frank Markowicz stated that Brian Younker had a good point on development for that area. Across the street is Will County and the tax base is much different. Maybe we can attract more business by making it a TIF district or have different taxes.

Aireen Arellano suggested changing the wording to "up to 100 acres" to show we can negotiate.

Jeff Mech agreed that the wording "up to 100 acres" is better than 50 acres but still thinks we need to think big while we have the chance.

Jeffery Loftus thinks it puts a stake in that ground though. Up to 100 acres provides us with a definite idea of what is in our heads. Helps as we go down the path to proposals.

Antonio Halek thinks something to soften up the 100 acres would be better. Motion to vote on the verbiage of the 100 acres. Motion made by Jeff Mech, seconded by Frank Markowicz.

All in favor for 100 acres as stated: "Do you (EEC members) support installing a solar panel farm and an EV charging station, taking advantage of the proximity to I-80, on 100 of the 280 acres at the Tinley Park Mental Health Center site?"

Frank Markowicz stated that after further thought he is not opposed to the 100 acres.

Motion to vote on the solar proposal made by Jeff Mech, seconded by Frank Markowicz.

All in favor of the language as discussed above.

Electrical Aggregation

Jeff Mech explained we need to spread the word about it because the contract is up and the village purchased a new contract. Jeff distributed the new flyer that was approved by the village lawyer. We have permission to print copies. Thinking of printing about 100 copies to start and the format might be changed by Aireen but the wording would stay the same.

Aireen Arellano questioned where we plan on passing out these flyers.

Jeff Mech stated the flyers would be distributed at EEC events. The village did not purchase renewable like we encouraged them to but people have the option to opt in to renewable and we want to encourage them to do so. Jeff would like to see the information in *The Exchange*.

EWorks Event

Aireen Arellano stated we need to figure out the date. Dates fill up quick.

Jeffery Loftus stated that Brian Younker has been very happy with the event they had out in Orland and would like to continue the event in Tinley.

September 23rd, September 30th, or October 7th suggested dates by Antonio Halek. If those dates don't work, maybe October 14th or 15th.

Motion to host an Eworks event by Jeffery Loftus, seconded by Frank Markowicz.

Motion to hold the event on September 30th or October 1st as first choice or if not then October 14th or 15th as second choice. All in favor of those possible dates depending on EWorks availability.

Jeffery Loftus reminded everyone that they charge for the truck usage.

Antonio Halek suggested a motion to vote on the expenditure for the EWorks recycling event so we can move ahead with the event if the dates work out.

Antonio Halek made a motion to allocate \$1,000.00 of our budget towards the EWorks recycling event, seconded by Aireen Arellano. All present in agreement.

Exhibit

“G”

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2018-R-054

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND MC SQUARED ENERGY SERVICES, LLC FOR AN ELECTRICAL AGGREGATION
PROGRAM**

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

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

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

RESOLUTION NO. 2018-R-054

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND MC SQUARED ENERGY SERVICES, LLC FOR AN ELECTRICAL AGGREGATION
PROGRAM**

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with MC Squared Energy Services, LLC, 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 ____ day of _____, 20____, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 20____, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

**MC SQUARED ENERGY SERVICES, LLC
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-054, "A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND MC SQUARED ENERGY SERVICES, LLC FOR AN ELECTRICAL AGGREGATION PROGRAM," 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 _____ 2018.

KRISTIN A. THIRION, VILLAGE CLERK

MASTER POWER SUPPLY AGREEMENT

AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND MC SQUARED ENERGY SERVICES, AN ILLINOIS LIMITED LIABILITY COMPANY TO PROVIDE FULL-REQUIREMENTS ELECTRICITY SUPPLY AND RELATED SERVICES FOR AN ELECTRIC AGGREGATION PROGRAM

This Agreement (hereinafter the "Agreement"), is entered into as of the (Date) (hereinafter the "Effective Date") between the Village of Tinley Park, Illinois, an Illinois municipal corporation (hereinafter the "Municipality") and MC Squared Energy Services, LLC (hereinafter the "Supplier") (each a "Party" and collectively, the "Parties").

RECITALS

- A. The Municipality has established an Electricity Aggregation Program (hereinafter the "Program") pursuant to the Aggregation Ordinance and the Aggregation Statute, and will conduct the Program as an opt-out program pursuant to the Aggregation Ordinance and the Aggregation Statute.
- B. In order to identify suppliers of electricity for the Program, the Municipality conducted a Request for Qualifications and/or Power Supply Bid process.
- C. The purpose of this Agreement is for the Supplier to provide the Full-Requirements Electricity Supply Services and the Program Implementation Services as defined herein (collectively, the "Services") to all Eligible Customers who choose not to opt out of the Program throughout the Term of this Agreement at the Price established in this Agreement.
- D. The Supplier acknowledges and agrees that it has all certifications, authorizations, qualifications, and approvals necessary pursuant to the Requirements of Law to sell Full-Requirements Electricity Supply to Eligible Customers pursuant to this Agreement, including without limitation that:
 - 1. Supplier is certified by the Illinois Commerce Commission as a Retail Electric Supplier and is authorized to sell Full-Requirements Electricity Supply to customers in the State of Illinois utilizing the existing transmission and distribution systems of ComEd within the service areas of ComEd;
 - 2. Supplier is currently registered with ComEd to serve residential and small commercial customers under Rate RESS - Retail Electric Supplier Service with Rider PORCB - Purchase of Receivables and Consolidated Billing; and
 - 3. Supplier acknowledges and agrees that it will provide the Services, including without limitation Full-Requirements Electricity Supply to all Participating Customers, pursuant to the Bid Package, the Bid Response, this Agreement, and the Requirements of Law.
 - 4. The Municipality desires to enter into this Agreement with Supplier for the provision by the Supplier of Full-Requirements Electricity Supply to all Eligible Customers pursuant to the Program unless exceptions are clearly stated on the RFP response.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the Municipality and the Supplier agree as follows:

ARTICLE 1 RECITALS

- 1.1 The foregoing recitals are, by this reference, fully incorporated into and made part of this Agreement.

ARTICLE 2 DEFINITIONS

The following terms shall have the meanings ascribed to them in this section:

- 2.1 “Aggregate” means the total number of Eligible Customers that are within the jurisdictional boundaries of the Municipality.
- 2.2 “Aggregation Ordinance” means that certain ordinance adopted by the Municipality authorizing the Program.
- 2.3 “Aggregation Statute” means the Illinois Power Agency Act, 20 ILCS 3855/1-92 and applicable rules and regulations of the Illinois Commerce Commission.
- 2.4 “Billing Services” means those services described in Section 4.4 of this Agreement, including all subsections of Section 4.4.
- 2.5 “ComEd” means Commonwealth Edison.
- 2.6 “Compliance Services” means those services identified in Section 4.5 of this Agreement, including all subsections of Section 4.5.
- 2.7 “Confidential Information” means the information defined in Section 9 of this Agreement.
- 2.8 “Customer Information” means certain information that the Electric Utility or Former Aggregation Supplier is required by statute (including the Aggregation Statute), regulation, tariff, or contract to provide to the Corporate Authorities of the Municipality, including without limitation those names and addresses and Electric Utility account numbers of residential and small commercial retail customers in the Aggregate area that are reflected in the Electric Utility or Former Aggregation Supplier's records at the time of the request.
- 2.9 “Data” has the same meaning as in Section 9 of this Agreement.
- 2.10 “Electric Utility” means ComEd.
- 2.11 “Eligible Customers” means residential and small commercial electricity customers receiving Full-Requirements Electricity Supply within the Municipality who are eligible to participate in the Program pursuant to the Aggregation Statute and the Requirements of Law, and as determined by the parameters defined in Exhibit C of this Agreement by the supplier and mutually agreed to by Supplier and Municipality.
- 2.12 “Energy” means generated electricity.
- 2.13 “Enrollment Services” means those services described in Section 4.3 of this Agreement, including all subsections of Section 4.3.
- 2.14 “Extended Term” means the term defined in Section 5.1 of this Agreement.
- 2.15 “Force Majeure Event” means the circumstances defined in Section 7.1 of this Agreement.

- 2.15.5 “Former Aggregation Supplier” means the RES that supplied the Program of the Municipality immediately prior to Supplier under this Agreement. If Former Aggregation Supplier as defined would be Supplier or ComEd, then no Former Aggregation Supplier is considered to exist.
- 2.16 “Full-Requirements Electricity Supply” means all services or charges necessary to provide the continuous supply of electricity to all Participating Customers, including, without limitation, Energy, capacity, losses, renewable portfolio standard (RPS) charges, imbalances, load factor adjustments, transmission costs, congestion charges, marginal losses, ancillary services, taxes applicable only to the Supplier, and any additional necessary services or charges.
- 2.17 “Full-Requirements Electricity Supply Services” means those portions of the Services described in Section 4.1 of this Agreement, including all subsections of Section 4.1.
- 2.18 “ICC” means the Illinois Commerce Commission.
- 2.19 “Independent System Operator” or “ISO” means that certain independent system operator for the Electric Utility established pursuant to the Public Utilities Act, 220 ILCS 5/16-626.
- 2.20 “Power Supply Bid” means the bidding process conducted by the Municipality.
- 2.21 “New Customers” means the customers defined in Section 4.3.9 of this Agreement.
- 2.22 “Opt-Out Notice” means the notices described in Section 4.2.1.1 of this Agreement and provided to Eligible Customers informing them of their ability to opt-out of the Program pursuant to the Requirements of Law.
- 2.23 “Opt-Out Period” means the time prior to the implementation of the Program during which Eligible Customers may choose not to participate in the Program pursuant to the Requirements of Law.
- 2.24 “Opt-Out Process” means the process defined in Section 4.2.1 of this Agreement.
- 2.25 “Participating Customers” means those Eligible Customers who do not opt out of the Program and are not Special Billing Customers, and New Customers.
- 2.26 “Plan of Governance” or “POG” means that certain Plan of Operation and Governance approved by The Municipality pursuant to the Aggregation Statute.
- 2.27 “Point of Delivery” means the point specified by the Electric Utility at which the Supplier must deliver the Full-Requirements Electricity Supply to the Electric Utility for distribution to Participating Customers.
- 2.28 “Price” means the price expressed in cents per kilowatt hour at which the Supplier will provide the Services as set forth in Exhibit C to this Agreement.
- 2.29 “Program” means the electricity aggregation program operated by the Municipality in accordance with the Aggregation Statute and authorized by the Aggregation Ordinance, to aggregate residential and small commercial retail electrical loads located within the corporate limits of the Municipality for the purpose of soliciting and entering into service agreements to facilitate for those loads the sale and purchase of Full-Requirements Electricity Supply and related Services.
- 2.30 “Program Implementation Services” means those portions of the Services described in Section 4.2 of this Agreement, including all subsections of Section 4.2.

- 2.31 “Renewable Energy Credits, (RECs)” means Illinois ARES Renewable Portfolio Standard (RPS) compliant RECs or North American RECs consisting of renewable sources such as wind, solar, biomass or hydroelectric.
- 2.32 “Requirements of Law” means the Aggregation Ordinance, the Aggregation Statute, the Illinois Public Utilities Act, the Illinois Consumer Fraud Act, the Plan of Governance, the rules, regulations, and final decisions of the ICC or Illinois Power Agency (including the ICC Final Order in Docket No. 11-0434 issued on April 4, 2012), the rules, regulations and tariffs applicable to the Electric Utility and the Independent System Operator, and all other applicable federal, state, and local laws, orders, rules, and regulations, all as may be hereinafter duly amended.
- 2.33 “Retail Electric Supplier” or “RES” means an “alternative retail electric supplier” as that term is defined in Section 16-102 of the Public Utilities Act, 220 ILCS 5/16-102.
- 2.34 “Services” means the Full-Requirements Electricity Supply Services, Program Implementation Services, Enrollment Services, Billing Services, and Compliance Services provided in Article 4 of this Agreement.
- 2.35 “Special Billing Customers” means the customers defined in Section 4.3.8 of this Agreement.
- 2.36 “Supplier” means MC Squared Energy Services, LLC and the lawful successor, transferee, designee, or assignee thereof.
- 2.37 “Tariffed Service” means the electricity supply service provided by Electric Utility as required by 220 ILCS 5/16-103. The magnitude of Tariffed Services are typically posted on PlugInIllinois.org and currently includes ComEd’s electricity supply charge plus ComEd’s transmission series charge, but does not include ComEd’s purchased electricity adjustment.
- 2.38 “Term” means the period of time defined in Section 5.1 of this Agreement.
- 2.39 “Municipality” means the Village of Tinley Park, Illinois.
- 2.40 “Withdrawing Customer” means a customer defined in Section 4.3.6 of this Agreement.

ARTICLE 3 PROGRAM RESPONSIBILITIES

3.1 Municipality Responsibilities.

- 3.1.1 Customer Information. The Municipality shall, with the assistance of the Supplier, pursuant to the Requirements of Law, obtain the Customer Information from ComEd and/or the previous supplier.
- 3.1.2 Notices and Customer Information from ComEd and/or the previous supplier. The Municipality shall promptly forward to Supplier the Customer Information received from ComEd and/or the previous supplier and each Party will promptly provide to the other Party any notices received by that Party from ComEd and/or the previous supplier concerning the accounts of Eligible or Participating Customers.
- 3.1.3 Submittals to ComEd. The Municipality shall, with the assistance of Supplier, submit to ComEd (a) the “Government Authority Aggregation Form”, (b) a list of Eligible Customers who are not Participating Customers because they have elected to opt out of the Program, (c) a list of all Participating Customers, and (d) such other forms as are or may become necessary to access interval data for billing or non-billing purposes to the extent that Supplier is authorized to access such data.

- 3.1.4 **No Municipality Obligations to Provide Services.** The Parties acknowledge and agree that the Municipality is not responsible to provide, and this Agreement shall not be construed to create any responsibility for the Municipality to provide, the Services to any person or entity, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, Special Billing Customers, New Customers or Participating Customers.
- 3.1.5 **No Municipality Financial Responsibility.** The Parties acknowledge and agree that this Agreement does not impose or create, and shall not be construed to create, any financial obligation of the Municipality to any other person or entity, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, Special Billing Customers, or Participating Customers.

3.2 Supplier Obligations.

- 3.2.1 **Provision of Services.** The Supplier will provide all of the Services described in Article 4 of this Agreement throughout the Term, including but not limited to the provision of sufficient Full-Requirements Electricity Supply to allow the Electric Utility to deliver and distribute uninterrupted electric service to all Participating Customers. The Supplier acknowledges and agrees that the Municipality is not responsible to provide, and shall not be liable to the Supplier or any Eligible Customer for any failure to provide, any Services pursuant to this Agreement.
- 3.2.2 **Compliance with the Requirements of Law.** Supplier shall comply with all Requirements of Law.
- 3.2.3 **Supplier Press Releases.** The Supplier may issue press releases concerning the Program that are approved in advance by the Municipality prior to issuance.
- 3.2.4 **All information provided by the Supplier to Municipality or any of its agents relating to this Agreement in any way shall be true and accurate in all respects at all times to the best of Supplier's knowledge and belief.**

ARTICLE 4 SUPPLIER SERVICES

- 4.1 **Full Requirements Electricity Supply.** The Supplier must supply the following Full-Requirements Electricity Supply Services as provided in this Section 4.1.
 - 4.1.1 **Scheduling, Transmission and Delivery of Full-Requirements Electricity Supply.**
 - 4.1.1.1 **Generally.** The Supplier shall take all actions necessary to arrange for the scheduling, transmission, and delivery of Full-Requirements Electricity Supply to the Electric Utility for distribution to all Participating Customers.
 - 4.1.1.2 **Scheduling.** Supplier shall schedule the Full-Requirements Electricity Supply for distribution as required by the ISO and the Electric Utility.
 - 4.1.1.3 **Distribution and Transmission Rights.** Supplier will arrange for necessary distribution and transmission rights necessary for the delivery of the Full-Requirements Electricity Supply to the Electric Utility hereunder.
 - 4.1.1.4 **Transmission and Delivery to Electric Utility.**

4.1.1.4.1 **Transmission and Delivery.** Supplier will cause to be transmitted and delivered to the Electric Utility at the Delivery Point sufficient Energy to provide continuous Full-Requirements Electricity Supply to all Participating Customers. The Municipality acknowledges that the Electric Utility, and not the Supplier, is responsible for the distribution of the Full-Requirements Electricity Supply to the Participating Customers after delivery by the Supplier to the Delivery Point, and that Supplier does not take responsibility for the distribution of the Full-Requirements Electricity Supply to Participating Customers after the Supplier provides Full-Requirements Electricity Supply to the Point of Delivery.

4.1.1.4.2 **Failure of Delivery.** Supplier acknowledges and agrees that if the Supplier fails to comply with any requirement related to the Full-Requirements Electricity Supply to the Participating Customers pursuant to this Agreement, including without limitation if Supplier fails to schedule all or part of the Full-Requirements Electricity Supply for any Participating Customer, Supplier shall be solely responsible for any additional costs, charges, or fees incurred because of such failure, and shall not pass through any such additional costs, charges, or fees to Participating Customers.

4.1.2 **Pricing.** The Supplier shall receive the Price in full payment for all Services, and shall not be entitled to any additional costs, adjustments, charges, fees, or any other payments or compensation. The Municipality acknowledges that the Price does not include sales or other consumer-based taxes applicable to Participating Customers or other taxes that are not applicable to the Supplier.

4.2 **Program Implementation Services.** In order to maximize flexibility of program notices and terms, Municipality wishes to provide Program Implementation Services as described in further detail below. In order to support Municipality in providing Program Implementation Services, Supplier must provide the following support to Municipality in offering Program Implementation Services as provided in this Section 4.2:

4.2.1 **Opt-Out Process.** Supplier shall assist the Municipality in administering the process by which Eligible Customers are provided with the opportunity to opt-out of the Program prior to its implementation (the "Opt-Out Process"), including, but not limited to, the following actions by Supplier:

4.2.1.1 **Opt-Out Notices.** Supplier will assist the Municipality in preparing and mailing form Opt-Out Notices to all Eligible Customers as required pursuant to the Requirements of Law, including the payment of sending the notices. Opt-Out Notices to be sent by Municipality must include all information required pursuant to the Requirements of Law, including without limitation: (i) the terms and conditions of participation in the Program, (ii) the cost to the Customer of Full-Requirements Electricity Supply under the Program, (iii) the methods by which Customers may opt out of the Program, and (iv) the length of the Opt-Out Period. The Opt-Out Notices must prominently include the toll-free telephone number and secure website, if applicable, described in Section 4.2.1.3. Nothing prevents Municipality from creating or modifying the language of Opt-Out Notices provided that such language complies with Requirements of Law. In addition to the Opt-Out Notices, the Supplier will provide Participating Customers with terms and conditions for the provision of Full Requirements Electric Supply to those Participating Customers, which terms and conditions shall comply with and accurately reflect all of the requirements of this Agreement and the Requirements of Law and shall be substantially similar to the Illustrative form attached in Exhibit A.

- 4.2.1.2 Notices to Special Billing Customers. The Municipality acknowledges that the Municipality may provide notices to Special Billing Customers concerning the Program, the Price, the rates charged to Special Billing Customers under their existing service, and the opportunity for Special Billing Customers to opt in to the Program as provided in Section 4.3.9 of this Agreement.
 - 4.2.1.3 Toll Free Number and Website Content. In addition to receiving completed Opt-Out Notices from Eligible Customers by mail, the Supplier shall, at its own expense, provide, operate, and maintain a toll-free number for the use of Eligible Customers to opt out of the Program. The toll-free number must be operational during normal business hours. In addition, the Supplier will use reasonable commercial efforts to work with the Municipality to develop website content and FAQ's appropriate for posting on the Municipality website. The Opt-Out Notices must prominently include the toll-free number and the Municipality website address and a mc² email address for email inquiries. Supplier will be required to support Spanish speaking residents and customers with disabilities.
 - 4.2.1.4 Reporting. During the Opt-Out Period, Supplier is responsible to assist the Municipality for the receipt of all Opt-Out Notices. Supplier must assemble, track, and report to the Municipality concerning the delivery and receipt of all Opt-Out Notices to and from Eligible Customers, including without limitation providing the Municipality with complete information concerning all Eligible Customers who choose to opt-out of the Program.
- 4.2.2 Required Disclosures. Supplier shall provide Eligible Customers with all information required to be disclosed to Eligible Customers concerning Full-Requirements Electricity Supply and the Program pursuant to the Requirements of Law, including without limitation all information required to be included in the Opt-Out Notices.
- 4.2.3 Disclosure to Commission. The Municipality agrees to provide such assistance as is necessary for Supplier to provide to the ICC pursuant to 83 Ill. Admin. Code § 470.200(a) required information within three business days of the signing of this Agreement.
- 4.3 Enrollment Services. The Supplier must supply the following Enrollment Services as provided in this Section 4.3:
 - 4.3.1 Record of Participating Customers. Following the completion of the Opt-Out Period, the Supplier shall be responsible for compiling a complete list of all Participating Customers and those Eligible Customers who have opted out of the Program, and shall ensure that no Eligible Customers who have opted out are enrolled in the Program.
 - 4.3.2 Enrollment. Upon completion of the Opt-Out Process and the identification of all Eligible Customers who have opted out of the Program, the Supplier shall, at its sole cost and expense, take all actions necessary to enroll Participating Customers in the Program pursuant to the Requirements of Law.
 - 4.3.3 Term of Enrollment. Participating Customers who do not opt out of the Program shall be enrolled in the Program by the Supplier, and shall remain enrolled in the Program until the end of the Term, unless the Agreement is terminated pursuant to its terms or the Participating Customer withdraws from the Program pursuant to Section 4.3.6 of this Agreement.
 - 4.3.4 Direct Access Service Request. The Supplier shall submit a direct access service request to ComEd for each Participating Customer in compliance with the "standard switching" subsection of Rate RDS - Retail Delivery Service, in order to allow Full-Requirements

Electricity Supply to commence following the Municipality's implementation schedule which is attached as Exhibit B.

- 4.3.5 **Payment of Switching Fees.** The Supplier shall reimburse Participating Customers for any switching fee imposed by the Electric Utility related to the enrollment of a Participating Customer in the Program within 30 days of receiving notice of such switching fee. The Supplier shall not be responsible to pay any switching fees imposed on Participating Customers who switch service from an alternative retail electric supplier.
- 4.3.6 **Withdrawal by a Participating Customer.** For Participating Customers who notify the Supplier after the completion of the Opt-Out Period that the Participating Customer desires to withdraw from the Program ("Withdrawing Customer"), the Supplier must, at the direction of the Participating Customer, drop the Participating Customer from the Supplier's Full-Requirements Electricity Supply on the next available meter read, which will result in restoring the Participating Customer to Tariffed Service. The Supplier will not assess an early termination fee but the Participating Customer will be responsible to pay for charges incurred for service prior to the termination.
- 4.3.7 **Customer Service Inquiries.** After completion of the Opt-Out Period, Supplier must maintain and operate a toll-free telephone number and internet email address for the purpose of receiving questions and comments from Participating Customers concerning the Full-Requirements Electricity Supply. The Supplier may inform Participating Customers that questions about the delivery and billing of the Full-Requirements Electricity Supply should be directed to ComEd. Supplier must promptly and courteously address customer service inquiries in a manner that meets or exceeds the ICC requirements for the operation of call centers.
- 4.3.8 **Special Billing Customers.** Subject to the Requirements of Law and due to the minimal and/or fixed nature of their existing billing rates, the following Eligible Customers shall not be automatically enrolled in the Program, but may subsequently elect to enroll in the Program as New Customers pursuant to Section 4.3.9 of this Agreement. To the extent that notice is sent, the Municipality agrees to verify in writing that such notice complies with 83 Ill. Admin. Code § 470.240.
- 4.3.8.1 Any Eligible Customer in the residential customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:
- Rate BESH – Basic Electric Service Hourly Pricing
 - Rate RDS – Retail Delivery Service; and
- 4.3.8.2 Any Eligible Customer in the commercial customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:
- Rate BESH – Basic Electric Service Hourly Pricing
 - Rate RDS – Retail Delivery Service. (collectively, the "Special Billing Customers").
- 4.3.9 **New Customers.** After the commencement of the Program and the enrollment of Participating Customers, the Supplier shall, at the request of a New Customer, as defined in this Section 4.3.9, immediately enroll the following customers in the Program and provide Full-Requirements Electricity Supply to those customers at the Price:
- 4.3.9.1 Any Eligible Customer within the Municipality that moves to a new location within the Municipality;

- 4.3.9.2 Any Eligible Customer that moves into an existing location within the Municipality; and
- 4.3.9.3 Any Eligible Customer that previously opted out of the Program during the Opt-Out Period; and
- 4.3.9.4 Any Eligible Customer that was inadvertently omitted from the list of Participating Customers and not enrolled in the Program. (collectively, the “New Customers”).

4.4 Billing Services. The Supplier must supply the following Billing Services as provided in this Section

4.4.1 Billing Generally. Supplier shall confirm that billing to Eligible Customers will be provided by ComEd under a consolidated billing format pursuant to “Rider PORCB – Purchase of Receivables and Consolidated Billing,” and pursuant to the Requirements of Law. The Municipality acknowledges and agrees that ComEd will bill Participating Customers for the Price of the Full-Requirements Electricity Supply as part of its billing for the distribution of such supply, and that the Supplier shall not be responsible for billing Participating Customers

4.4.2 Customer Classes. Eligible Customers shall be categorized within either the residential or commercial customer classes according to the applicable rates under which they received electricity supply from ComEd prior to participating in the Program.

4.4.2.1 Residential Customer Class. The residential customer class shall include Participating Customers taking service from ComEd under the following rates:

- Residential Single Family Without Electric Space Heat Delivery Class
- Residential Multi Family Without Electric Space Heat Delivery Class
- Residential Single Family With Electric Space Heat Delivery Class
- Residential Multi Family With Electric Space Heat Delivery Class

4.4.2.2 Commercial Customer Class. The commercial customer class shall include those Participating Customers taking service from ComEd as described below:

- 15,000 annual kWh’s usage or less small commercial customers as defined under the Requirements of Law including the ComEd Rate GAP Tariff

4.5 Compliance Assistance. When either Supplier or the Municipality has a compliance obligation under Requirements of Law, the other Party shall take commercially reasonable steps to assist the Party with the compliance obligation.

ARTICLE 5 TERM

5.1 Term. This Agreement commences as of the Effective Date and is for a term of twelve (12) months of consecutive monthly billing periods starting from the initial meter read date designated by the Municipality in consultation with the Supplier in October 2018, and expires at the end of the last day of the 12th billing cycle for the Participating Customer(s) with the latest billing cycle (the “Term”). The Municipality and the Supplier may extend the Term for additional periods of time up to 3 years for each extension, by written agreement approved and executed by each Party (each an “Extended Term”). In the event that the Municipality discontinues its aggregation program, nothing in this Agreement shall be construed to prevent Supplier from following the procedure for customer renewal in the Customer Terms and Conditions (Exhibit A) for any Participating Member.

ARTICLE 6 REMEDIES AND TERMINATION

- 6.1 Municipality's General Remedies. In addition to every other right or remedy provided to the Municipality under this Agreement, if the Supplier fails to comply with any of the provisions of this Agreement (for reason other than a Force Majeure Event pursuant to Section 7.1 of this Agreement or a Regulatory Event pursuant to Section 7.2 of this Agreement), then the Municipality may give notice to the Supplier specifying that failure. The Supplier will have 15 calendar days after the date of that notice to take all necessary steps to comply fully with this Agreement, unless (a) this Agreement specifically provides for a shorter cure period, or (b) an imminent threat to the public health, safety, or welfare arises that requires a shorter cure period, in which case the notice must specify the cure period, or (c) compliance cannot reasonably be achieved within 15 calendar days but the Supplier promptly commences a cure and diligently pursues the cure to completion. If the Supplier fails to comply within that 15-day period, or the shorter period if an imminent threat, or if the Supplier fails to promptly commence a cure and diligently pursue the cure to completion, then the Municipality, subject to the limits of applicable federal or State of Illinois law, may take any one or more of the following actions:
- 6.1.1 Seek specific performance of any provision of this Agreement other than provision of Services or seek other equitable relief, and institute a lawsuit against the Supplier for those purposes.
 - 6.1.2 Institute a lawsuit against the Supplier for breach of this Agreement and, except as provided in Section 6.3 of this Agreement, seek remedies and damages as the court may award.
 - 6.1.3 In the case of noncompliance with a material provision of this Agreement, declare this Agreement to be terminated in accordance with the following:
 - 6.1.3.1 The Municipality will give written notice to the Supplier of the Municipality's intent to terminate this Agreement ("Termination Notice"). The notice will set forth with specificity the nature of the noncompliance. The Supplier will have 10 calendar days after receipt of the notice to object in writing to termination, to state its reasons for that objection, and to propose a remedy for the circumstances. If the Municipality has not received a response from the Supplier, or if the Municipality does not agree with the Supplier's response or any remedy proposed by the Supplier, then the Municipality will conduct a hearing on the proposed termination. The Municipality will serve notice of that hearing on the Supplier at least 10 business days prior to the hearing, specifying the time and place of the hearing and stating the Municipality's intent to terminate this Agreement.
 - 6.1.3.2 At the hearing, the Supplier will have the opportunity to state its position on the matter, present evidence, and question witnesses. Thereafter, the Municipality will determine whether or not this Agreement will be terminated. The hearing must be public and held on record.
 - 6.1.3.3 The decision of the Municipality must be in writing and delivered to the Supplier by certified mail.
- 6.2 Actions on Termination or Expiration of this Agreement. Services to Participating Members will be provided subsequent to a termination or expiration of this Agreement as set forth below:
- 6.2.1 If this Agreement expires due to reaching the end of the Term (including any Extended Terms) and Municipality wishes to continue the Aggregation Program with a different RES, Supplier will cooperate with the Municipality.
 - 6.2.2 If this Agreement expires or terminates before the end of the Term (including any Extended Terms) for any reason other than Supplier's breach pursuant to Section 6.1.3, Participating Members

may be renewed by Supplier pursuant to the Terms and Conditions set out in Exhibit A to this Agreement.

6.2.3 If this agreement is terminated before the expiration of the Term (including any Extended Terms) due to breach by Supplier and pursuant to Section 6.1.3 of this Agreement, Supplier will return all Participating Members to ComEd. In such event, Supplier shall not be responsible to any Participating Member for any damages or penalties resulting from the return to Tariffed Service, including claims relating to the Tariffed Service price being higher than the Price herein.

- 6.3 **Limitation of Liability.** Except for the Supplier's failure to provide Full-Requirements Electricity Supply to Participating Customers or the disclosure of Customer Information in violation of the Requirements of Law, or as otherwise specifically provided herein, in no event will either Party be liable to the other Party under this Agreement for incidental, indirect, special, or consequential damages connected with or resulting from performance or non-performance of this Agreement, irrespective of whether such claims are based upon breach of warranty, tort (including negligence of any degree), strict liability, contract, operation of law or otherwise.

ARTICLE 7 FORCE MAJEURE EVENTS; REGULATORY EVENTS AND ADDITIONAL CHARGES, TAXES OR LEVIES

- 7.1 **Force Majeure Events.** The Supplier shall not be held in default under, or in noncompliance with, the provisions of the Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by a "Force Majeure Event," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, or other event that is reasonably beyond the Supplier's ability to anticipate or control. Non-compliance or default attributable to a Force Majeure Event shall be corrected within a reasonable amount of time after the Force Majeure Event has ceased.
- 7.2 **Regulatory Event.** A "Regulatory Event" shall mean any time that any branch, agency, instrumentality, or court of the federal, regional (interstate), state, regional (inter-municipality), or local government takes an action that: (1) alters the market rules under which Supplier operates, including the magnitude or allocation of costs to Supplier, and (2) is applicable to similarly situated RES. For the purposes of this Agreement, "Regulatory Event" shall not include mere changes in market prices for any component of Full-Requirements Electric Supply Services, but would include changes in market prices due to changes in regulation of such components. For the avoidance of doubt, the following shall constitute a "Regulatory Event":
- a. **Illegality.** It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of, or change in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction.
 - b. **Adverse Government Action.** A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party, (B) takes action that adversely and materially impacts a Party's ability to perform or requires a delay in the performance of this Agreement that either Party determines to be unreasonable, or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure Event.
 - c. **New Taxes/Legislative or Regulatory Charges/Surcharges.** Any new charges/surcharges, tax or increases in such tax, or an application of such tax to a new or different class of parties, which is enacted or levied on the Supplier, not recoverable by Supplier from Participating Customers pursuant to Section 7.3 below, and effective after the Execution Date, except federal and state

income taxes, employee taxes or other taxes assessed against the business of the Supplier or the delivery of services under this Agreement.

- 7.3 Occurrence of Regulatory Event. In the occurrence of a Regulatory Event that results in the imposition of a generally applicable additional charge, tax, or levy upon Supplier, and similarly situated RES, then Supplier will adjust the Price to reflect such additional charge, tax or levy by the following procedure:
- a. The Supplier shall provide written notice to the Municipality within 15 days after the occurrence of such action or inaction, of: (i) the nature of the action or inaction; (ii) the adjustment of the Price for the applicable Term and (iii) the date on which the price adjustment will become effective.
 - b. Within 15 days after receipt of the notice described in Section 7.3(a), the Municipality shall have the right to request a meeting with the Supplier to review the action or inaction, and the price adjustment, identified by the Supplier. The Supplier and the Municipality shall meet within five business days after delivery of such request to the Supplier, and shall cooperate in good faith to resolve any dispute regarding the price adjustment. Provided that nothing herein shall prevent the price adjustment from becoming effective on Participating Customers bills on the date noticed pursuant to 7.3(a) above.
 - c. The Supplier shall continue to provide the Services during any such negotiations, unless prohibited by law or regulation. This Section 7.3 shall not apply to any fine or penalty assessed against the Supplier as a result of any failure by the Supplier to comply with applicable laws and regulations.

ARTICLE 8

INDEMNIFICATION AND INSURANCE

- 8.1 Hold Harmless. The Supplier shall hold harmless the Municipality, its officers, employees, agents, and attorneys, from and against any third party injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising from the Supplier's provision of the Services, except to the extent caused by the negligence of the Municipality. This duty shall survive for all claims made or actions filed within one (1) year following either the expiration or earlier termination of this Agreement. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Supplier and/or the Municipality.
- 8.2 Insurance. Contemporaneous with the Supplier's execution of this Agreement, the Supplier shall provide certificates of insurance, all with coverage and limits as set forth in Exhibit D to this Agreement. For good cause shown, the Municipality President, or his or her designee may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Municipality President, or his or her designee may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Municipality. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Municipality. The Supplier shall, at all times during the term of this Agreement, maintain and keep in force, at the Supplier's expense, the insurance coverage provided above.

ARTICLE 9

CONFIDENTIAL INFORMATION

- 9.1 Confidential and Proprietary Information. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature. The Parties agree that any information disclosed by a Party and designated as proprietary and confidential shall only be disclosed to those officials, employees, representatives, and agents of the other Party that have a need to know in order to administer and enforce this Agreement. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to a Party's corporate structure and affiliates, marketing plans, financial information unrelated to the calculation of the Price or rates pursuant to the Requirements of Law, or other information that is reasonably determined by a Party to be competitively sensitive. A Party may make proprietary or confidential information available for inspection but not copying or removal by the other Party's representatives. Compliance by the Municipality with the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. (hereinafter the "Illinois FOIA"), including compliance with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois FOIA, or with a decision or order of a court with jurisdiction over the Municipality, shall not be a violation of this Section.
- 9.2 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Agreement (hereinafter the "Data"), other than the Supplier's confidential information, will be and remain the sole property of the Municipality. The Supplier must promptly deliver all Data to the Municipality at the Municipality's request. The Supplier is responsible for the care and protection of the Data until that delivery. The Supplier may retain one copy of the Data for the Supplier's records subject to the Supplier's continued compliance with the provisions of this Agreement. However, nothing in this Section shall prevent Supplier from retaining copies of such documentation and data as is needed to fulfill any Requirement of Law regarding record retention.
- 9.3 Limitations on Customer Information. Both Parties acknowledge and agree that the Customer Information is subject to, and must be maintained in compliance with, the limitations on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH, the ICC Order in Case No. 11-0434 issued April 4, 2012, and the provisions of ComEd's Tariff Rate GAP, and Parts 412 and 470 of the ICC's Rules. The Municipality shall warrant to ComEd that customer-specific information provided to the Municipality in accordance with the provisions of ComEd's Tariff Rate GAP shall be treated as confidential. To protect the confidentiality of Customer Information:
- 9.3.1 Supplier access to Customer Information is limited those authorized representatives of Supplier, or any third party, who have a need to know the information for purposes of this Agreement.
- 9.3.2 Supplier warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program, unless agreed to by the Municipality.
- 9.3.3 Supplier will comply with record retention and destruction Requirements of Law including but not limited to those in ComEd Rate GAP and Part 470 of the ICC's Rules.
- 9.4 Proprietary Rights, Survival. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information. The obligations under this Article Nine shall survive the conclusion or termination of this Agreement for two (2) years.

ARTICLE 10 MISCELLANEOUS

- 10.1 Notices. Any notices, requests or demands regarding the services provided under this Agreement and the Attachments shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; or (iii) if by Federal Express or other reputable express mail service, on the next Business Day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

To Municipality:

Village of Tinley Park
16250 S. Oak Park Ave
Tinley Park, IL 60477
Attention: Municipality President

To Supplier:

Charles C. Sutton
President
MC Squared Energy Services, LLC
175 W. Jackson Blvd., Suite 240
Chicago, IL 60604
Fax: (877) 281-1279

With a copy to:

Village of Tinley Park
16250 S. Oak Park Ave
Tinley Park, IL 60477
Attention: Municipality Attorney

With a copy to:

Jeremiah McGair
Senior Counsel
Wolverine
175 W. Jackson Blvd. Suite 200
Chicago, IL 60604
Fax: (312) 884-3944

- 10.2 Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the date of this Agreement, that:
- a. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
 - b. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
 - c. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; and
 - d. It has reviewed and understands this Agreement; and
 - e. It, to the extent applicable, shall comply with all the Requirements of Law.
- 10.3 Entire Agreement. This Agreement and the response to qualifications referenced in 10.3, including all Attachments hereto, contain all of the terms and conditions of this Agreement reached by the Parties, and supersede all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by both Parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

- 10.4 Exhibits. Exhibits A through D attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.
- 10.5 Waivers. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.
- 10.6 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois without regard for the conflicts of law provisions thereof.
- 10.7 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Exhibits hereto, the provisions of the Exhibits shall control. For avoidance of doubt, the obligations of the Supplier and Participating Customers including without limitation, renewal terms with the Participating Customers, as set forth in the attached Exhibit A, Terms and Conditions shall govern the relationship between mc² and Participating Customers upon termination of this Agreement.
- 10.8 Venue. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Cook County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.
- 10.9 No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.
- 10.10 No Waiver of Rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that the Municipality may have under Federal or state law unless such waiver is expressly stated herein.
- 10.11 Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.
- 10.12 Authority to Sign Agreement. Each Party warrants to the other Party that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of each Party warrants to the other Party that he/she is authorized to execute this Agreement in the name of the Party for which he/she is signing.
- 10.13 Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Municipality and the Supplier and their respective successors, grantees, lessees, and assigns throughout the Term of this Agreement.
- 10.14 Non-Assignability. This Agreement shall not be transferred or assigned by the Supplier without the express written authorization of the Municipality, which consent shall not be unreasonably withheld, provided, however, that upon advance written notice to the Municipality, Supplier may assign this Agreement to an affiliate without the express authorization of the Municipality.
- 10.15 Counterparts. This Agreement may be executed in one or more counterparts (delivery of which may occur by facsimile or electronic email), each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

Supplier: MC Squared Energy Services, LLC

Village of Tinley Park

Signed: _____

Signed: _____

Printed/Typed Name: Charles C. Sutton

Printed/Typed Name: _____

Title: President

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

Signed: _____

Signed: _____

EXHIBIT A – GENERAL STANDARD T&C's AND UDS

VILLAGE OF TINLEY PARK CUSTOMER ELECTRIC SUPPLY AGREEMENT TERMS AND CONDITIONS OF SERVICE

The following Terms and Conditions of Service (Agreement) apply to the provision of electric supply to Customer (or "you") by MC Squared Energy Services, LLC d/b/a mc² – Where Energy Comes From (mc²).

Supply Agreement Disclosures	
Legal name	MC Squared Energy Services, LLC (mc ²)
Business address	175 West Jackson Blvd, Suite 240 Chicago, IL 60604
Service charges for term	Variable rate equal to the ComEd Purchased Electricity Charges, Transmission Charges and ComEd Purchased Electricity Adjustment for the applicable month for twelve (12) months
Fixed monthly charge (if any)	\$0.00
Fixed monthly charge terms (if any)	N/A
Contract and renewal terms	Contract Term – Twelve (12) months Renewal Terms - Unless this Agreement and/or the PSA is terminated prior to the end of the term of this Agreement and in the event the PSA is not renewed or extended by the Village of Tinley Park, you will be restored to ComEd bundled service at the end of the term of this Agreement. If the PSA is renewed or extended by the Village of Tinley Park, you will receive a notice with the proposed specific rate, terms and conditions and the opportunity to opt-out of the Village of Tinley Park's Aggregation Program.
Termination fee (if any)	\$0.00
Deposit/prepayment (if any)	\$0.00
Switching fees (if any)	\$0.00
Guarantee(s) of Customer Savings (If any)	N/A
Rescission	You may rescind this contract by notifying mc ² or the utility within ten (10) calendar days after the utility processes your enrolment. To rescind this agreement, contact mc ² at townname@mc2energyservices.com or call [Town number]; or contact ComEd at 1-800-334-7661.
Supplier disclosure	mc ² is an independent seller of electric power and energy service certified by the Illinois Commerce Commission. mc ² is not representing, endorsed by, or acting on behalf of a utility or a utility program, a consumer group or consumer group program. This Municipal Aggregation Program is endorsed by the Village of Tinley Park.
Utility Responsibility	The electric utility remains responsible for the delivery of electric power and energy to a customer's premises and will continue to respond to any service calls and emergencies. You will receive written notification from the electric utility confirming a switch of your electricity supplier.

**Contact Information
(Toll free phone numbers)**

MC Squared Energy [Town number]
Utility ComEd 1-800-334-7661
ICC Consumer Services Division 1-800-524-0795

Scope of mc² Service

You appoint mc² as your exclusive Alternative Retail Energy Supplier (ARES). mc² agrees to sell and you agree to buy all of your electric power and energy service subject to the terms in this Agreement. You authorize mc² to obtain all data necessary so that mc² can enroll your account(s) and you authorize us to take such actions as necessary and reasonable to perform this Agreement, including accessing and using account information and meter usage data (including interval usage data) from the Utility (ComEd), enrolling account(s), procuring supply, scheduling and causing electricity to be delivered to each account.

Price

For delivery of power to ComEd's distribution facilities on behalf of your Utility account(s), you agree to pay the variable rate equal to the ComEd Purchased Electricity Charges, Transmission Charges and ComEd Purchased Electricity Adjustment for the applicable month for twelve (12) months pursuant to that certain Power Supply Agreement ("PSA") between the Village of Tinley Park and mc² dated [Date]. The PSA price through your October 2019 ComEd meter read date under this Agreement is equal to the monthly ComEd Purchased Electricity Charges, Transmission Charges and ComEd Purchased Electricity Adjustment for the applicable month for twelve (12) months. In addition to mc² electricity supply charges, ComEd distribution charges and related taxes will be itemized separately by ComEd in your bill and are not included in the price under this Agreement. You are responsible to pay ComEd for these charges.

Term

mc² will commence service on the next available meter read date and continue through the number of monthly billing cycles set forth in the above Supply Agreement Disclosure of this Agreement. The start date for the Initial Term will be subject to receiving an accepted Delivery Access Service Request (DASR) from the Utility for Customer's Utility account. The Initial Term and any Renewal Term are collectively referred to herein as the "Term".

Billing and Payment

The cost of your power and energy from mc² will be included on your Utility bill for each billing cycle and will be based on Utility meter reads or estimates from the Utility. You agree that the Utility may provide us with your payment information and that you accept the Utility's measurements for the purpose of determining the amount you owe mc² for power and energy under this Agreement. You must remit payment to the Utility under their terms and at the address provided by the Utility.

Renewal

Unless this Agreement and/or the PSA is terminated prior to the end of the term of this Agreement and in the event the PSA is not renewed or extended by the Village of Tinley Park, you will be restored to ComEd bundled service at the end of the term of this Agreement. If the PSA is renewed or extended by the Village of Tinley Park, you will receive a notice with the proposed specific rate, terms and conditions and the opportunity to opt-out of the Village's Aggregation Program.

CANCELLATIONS MAY BE SENT ELECTRONICALLY TO: townname@mc2energyservices.com

OR MAY BE MAILED TO:

MC Squared Energy Services, LLC - mc²

175 West Jackson Blvd., Suite 240

Chicago, IL 60604

Fax: (877) 281-1279

OR CAN BE CALLED IN TO: [Town Phone]

Termination

In addition to any other remedies mc² may have, this Agreement may be terminated by mc² upon 30 day notice to customer if we return your service to ComEd per the PSA, you move outside the Village of Tinley Park area, you cease to be a ComEd customer or become ineligible for ComEd's Consolidated Billing. You may terminate this Agreement within 10 days after you receive your first bill under this Agreement from ComEd by notifying us at [Town phone]. There is NO Termination Fee if you terminate the MC Squared Agreement prior to the end of the applicable term. If you terminate your agreement early, you will be obligated to pay for services rendered under the contract until service is terminated.

Adverse Material Change

This Agreement may be revised at any time by mc² in the event of the occurrence of an event beyond mc² reasonable control that materially alters the obligations of mc² in performance of this Agreement. In such circumstances, mc² will notify you and offer you a revised price and terms. If you do not accept the revised price and terms within 30 days, mc² may terminate this Agreement.

Renewable Energy

Electricity service provided to you by mc² through June 1, 2019 will include renewable energy resources as required and certified by Illinois regulatory authorities. If you wish to purchase electricity service sourced entirely from renewable sources, you must submit a request for such service to mc². Such service may be subject to an additional charge.

Community Solar Programs

Definitions: The following definitions from external sources are incorporated by reference.

- "Community Solar," or "CS," is a type of net metering that is available to customers pursuant to Section 16-107.5(l) of the Public Utilities Act [220 ILCS 5] and ComEd Rider POGCS [ILL C.C. No. 10, Sheet 344].
 - "Subscriber" and "Subscription" are defined in Section 1-10 of the Illinois Power Agency Act [20 ILCS 3855]; "Subscriber" shall also incorporate the definition of "CS Subscriber" from ComEd Rider POGCS.
 - "CS Beneficiary" is defined in ComEd Rider POGCS.
 - "Energy Supply Rate" is defined below, and is intended to reflect an estimate of mc² costs to serve Customer net of capacity, transmission, and other costs.
- (1) **Community Solar Arranged By Supplier.** During the Term of this Agreement, Customer authorizes Supplier to enroll Customer in a Subscription for Community Solar in a facility of Supplier's choosing subject to the terms of this provision. Supplier shall provide Customer at least 30 days notice of its intent to enroll Customer in one or more Subscriptions; the customer may opt out within 15 days of the date of the notice by phoning Supplier at 877-622-7697 or emailing Supplier at info@mc2energyservices.com. Contemporaneous with the notice of intent to enroll Customer, Supplier shall provide the terms and conditions of the Subscription, plus any disclosures required by law. Supplier will not attempt to enroll Customer in one or more Subscriptions unless Supplier has a commercially reasonable belief that Customer will receive a credit resulting in a lower supply bill from Supplier with the Subscription(s) than without it (them). Supplier shall provide a basis for its commercially reasonable belief that Customer will save money in its notice of intent.
- (2) **Community Solar Arranged Independent Of Supplier.** To the extent that Customer is granted Subscriber or Beneficiary status by their utility with a CS project that Supplier did not arrange, the credit from Supplier to Customer pursuant to Section 16-107.5(l)(2) of the Public Utilities Act (e.g., the Energy Supply Rate) shall be no higher than \$0.02/kWh, unless otherwise specified in the Confirmation attached hereto. For each subscription or other interest in a CS project, Customer agrees to inform Supplier at least 30 days before the utility is informed of Customer's subscription or other interest. Customer need not take further action with mc² to effectuate such a subscription or other interest.

Without regard to whether Supplier arranged Customer's Community Solar, Customer acknowledges that mc² will provide credits to the customer based on information provided by the utility to the Regional Transmission Organization/RTO and/or mc². Customer agrees to indemnify and hold harmless mc² for any errors made by the utility or Regional Transmission Organization/RTO in providing or communicating relevant credits and information to mc².

Notices

Except as otherwise set forth in this Agreement or required by applicable law, notices to be provided under this Agreement shall be by U.S. Mail to the mailing address provided or electronic to the email address if provided.

Limitations of Liabilities

LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT AND ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES EXPRESSLY WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES. MC2S LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE.

Miscellaneous Provisions Waiver

A waiver by either Party of any breach of the Agreement, or failure of either Party to enforce any of the terms and provisions of the Agreement, will not in any way affect, limit or waive that Party's right to subsequently enforce and compel strict compliance with the same or other terms or provisions of the Agreement.

Assignment

Neither Party may assign the Agreement, in whole nor in part, without the other Party's prior written consent, but neither party may unreasonably withhold consent. However, mc² may assign the Agreement to another ARES without Customer's prior consent but that ARES shall agree in writing to be bound by this Agreement.

Force Majeure

If either Party is unable to perform its obligations, in whole or in part, due to an event of Force Majeure as defined herein, then the obligations of the affected Party (other than the obligations to pay any amounts due prior to the Force Majeure event) shall be suspended to the extent made necessary by such event. The term Force Majeure shall mean any act or event that is beyond the claiming Party's control (and which is not reasonably anticipated and prevented through the use of reasonable measures) including, without limitation, the failure of the Utility to receive, transport or deliver or otherwise perform, unless due to the failure of the Party claiming Force Majeure to perform such Party's obligations hereunder, and an event of Force Majeure of mc² suppliers. The Party suffering the event of Force Majeure shall give written notice of such event of Force Majeure in reasonably full particulars to the other Party, as soon as reasonably possible. Each Party shall make reasonable efforts to remedy Force Majeure as soon as possible. Force Majeure shall not include (i) the opportunity for mc² to sell the electricity to be sold under this Agreement to another party at a higher price than that set forth in the Agreement, (ii) the opportunity for Customer to purchase the electricity (or its Accounts from another party) at a lower price than that set forth in the Agreement, or (iii) the inability of either Party to pay its bills under the Agreement or any other of its bills.

Entire Agreement Amendments

This Agreement constitutes the entire understanding between the Parties, and supersedes and replaces any and all previous understandings, oral or written, in any matter relating to this Agreement. This Agreement may be amended only upon mutual agreement of the Parties and will only be effective if the amendment is in writing and executed by the Parties.

Emergency, Outage and Wire Service

In the event of an emergency, outage or service need, Customer must call the Utility at the emergency number indicated on the Utility invoice: 1-800-EDISON1 (1-800-334-7661).

Customer Care

Customer may contact mc² for Customer Care if Customer has specific comments or questions by calling mc²'s toll-free telephone number at [Town phone] between the hours of 8AM and 5PM Central Prevailing Time (CPT), faxing mc² at (877) 281-1279, emailing mc² at townname@mc2energyservices.com or mailing to the business address. The Illinois Commerce Commission can also be reached at 1-800-524-0795, TTY at (800) 858-9277 and their website address is <http://www.icc.illinois.gov/>.

Dispute Resolution

In the event of a dispute between you and mc², you and mc² both agree to (1) raise any claim that could be brought at the Illinois Commerce Commission ("Commission") at the Commission, and (2) in the event of a dispute at the Commission, agree to voluntary binding arbitration pursuant to the Commission's Rules.

UNIFORM DISCLOSURE STATEMENT

Name: MC Squared Energy Services, LLC (mc²)
Address: 175 West Jackson Blvd, Suite 240 Chicago, IL 60604
Phone: (877) 622-7697

Rates and Product Information	
Price (in cents/kWh) and number of months this price stays in effect:	Variable rate equal to the ComEd Purchased Electricity Charges, Transmission Charges and ComEd Purchased Electricity Adjustment for the applicable month for twelve (12) months .
Other monthly charges:	None
Total Price (in cents/kWh) with other monthly charges:	N/A
Length of contract:	12 months
Price after the initial price:	N/A
Early Termination Fees and Contract Renewal	
Early Termination Fee:	\$0.00
Contract Renewal:	No Automatic Renewal
Right to Rescind and Cancel	
Rescission:	You have a right to rescind (stop) your enrollment within 10 days after your utility has received your order to switch suppliers. You may call us at (XXX) XXX-XXXX or your utility at (800) 334-7661 to accomplish this.
Cancellation:	You also have the right to terminate the contract without any termination fee or penalty if you contact us at (XXX) XXX-XXXX within 10 business days after the date of your first bill with charges from MC Squared Energy Services (mc ²).

This is a sales solicitation and the seller is MC Squared Energy Services (mc²), an independent retail electricity supplier. If you enter in a contract with the seller, you will be changing your retail electric supplier. The seller is not endorsed by, representing, or acting on behalf of, a utility or utility program, a governmental body or a governmental program, or a consumer group or a consumer group program.

If you have any concerns or questions about this sales solicitation, you may contact the Illinois Commerce Commission's Consumer Services Division at (800) 524-0795. For information about the electric supply price of your electric utility and offers from other retail electric suppliers, please visit PlugInIllinois.org.

EXHIBIT B
TIMELINE SCHEDULE

TO BE PROVIDED

EXHIBIT C

ELIGIBLE CUSTOMER PRICE AND SPECIAL SERVICES

Eligible Customers includes all residential and small commercial customers within the Municipality excluding customers served by other alternative retail electric suppliers and customers served under ComEd's hourly tariff supply service.

Eligible Customers in the initial and subsequent opt-out cycles will be placed on Supplier service or ComEd default service based on Supplier's criteria including the customer's usage patterns and wholesale market conditions. Eligible Customers that do not opt out will be assessed the same charges and will continue to receive a bill from ComEd without regard to whether they are served by Supplier or on ComEd default service customers.

Eligible Customer Class Price:

Variable rate equal to the ComEd published Purchased Electricity Charges, Transmission Service Charges and the Purchased Electricity Adjustment for each applicable month for the Term.

Termination Fee for Withdrawing Customers:

Residential and Commercial: \$0 (zero) per utility account.

Term: Twelve (12) months (October 2018 – October 2019)

Special Services: Supplier will acquire and retire on behalf of the Village of Tinley Park, 100% Wind Renewable Energy Certificates (RECs), from a location to be determined within the Midwest Renewable Energy Tracking System (MRETS). The amount of the Wind RECs will be based on the historical twelve months of usage for accounts, excluding accounts on ComEd hourly tariff supply service or with another alternative electric supplier, represented on the provided ComEd "Usage Data" file.

Supplier: MC Squared Energy Services, LLC

Municipality: Village of Tinley Park

Signed:

Signed:

Printed/Typed Name:

Charles C. Sutton

Title:

President

Date: _____

Attest:

Printed/Typed Name:

Title:

Date: _____

Attest:

Signed _____

Printed/Typed Name: _____

Title: _____

Signed _____

Printed/Typed Name: _____

Title: _____

EXHIBIT D
INSURANCE COVERAGES

- A. Worker's Compensation and Employer's Liability with limits not less than:
- (1) Worker's Compensation: Statutory;
 - (2) Employer's Liability:
 - \$500,000 injury-per occurrence
 - \$500,000 disease-per employee
 - \$500,000 disease-policy limit
- Such insurance shall evidence that coverage applies in the State of Illinois.
- B. Comprehensive General Liability
- a. with coverage written on an "occurrence" basis with limits no less than:
\$1,000,000 Bodily Injury and Property Damage Combined Single Limit Coverage
is to be written on an "occurrence" basis.
Coverage shall include:
 - Broad Form Property Damage Endorsement
 - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Agreement)
 - \$200,000 Deductible
 - b. coverage written on a "claims made" basis with limits no less than:
\$1,000,000 Bodily Injury and Property Damage Combined Single Limit Coverage
is to be written on a "claims made" bases.
Coverage shall include:
 - Broad Form Property Damage Endorsement
 - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Agreement)
 - \$200,000 Deductible
 - c. with coverage for motor vehicle liability with a combined single limit of liability for
bodily injury and property damage of not less than \$1,000,000 for vehicles owned,
non-owned, or rented.
- C. Umbrella Policy. The required coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- D. Municipality Coverage. Per the requirements of Supplier's insurance policy, Supplier will agree in writing to provide insurance for the Municipality, including its Board members


and elected officials, officers, employees, agents, attorneys, consultants and representatives for all the required coverage except Workers Compensation and Professional Liability.



Interoffice Memo

Date: July 13, 2018

To: Village Board

From: David Niemeyer, Village Manager 

cc: Pat Carr, Assistant Village Manager
Patrick Connelly, Village Attorney

Subject: Online Travel Companies (OTCs)

Attached please find a memo and information from our attorneys on a recent lawsuit Tinley Park and other municipalities filed against on line travel companies (OTCs) in regards to collection of hotel taxes. A settlement is being proposed where we would waive retroactive collection of hotel taxes and amend our current hotel tax code to capture hotel tax from the OTCs going forward. This item was discussed at the Committee of the Whole meeting that was held on Tuesday, June 5, 2018.

The attached ordinance incorporates those changes.



Dominick L. Lanzito
dlanzito@pjmchicago.com

March 5, 2018

Village of Tinley Park
Village Manager
16250 S. Oak Park Avenue
Tinley Park, IL 60477

Re: Village of Bedford Park, et al. v. Expedia, Inc., et al.
Nos. 16-3932, 16-3944

Dear Village Manager,

As you are aware, the Seventh Circuit Court of Appeals issued an opinion that was not favorable to our position in this state court matter. Ultimately, the federal court ruled that the OTCs were not subject to any of the hotel tax ordinances for the municipalities that were part of that litigation, which of course, is a position that we disagree with. Although the federal decision is not binding on the state court judge, it is persuasive, and it can be relied upon by the state court judge.

However, in order to avoid the uncertainty and expense of litigation, the OTCs have proposed that we settle this case. Pursuant to the framework suggested by the OTCs, the three plaintiff municipalities would waive any claim of retroactive tax recovery and each could amend the hotel tax ordinance to capture the hotel tax from the OTCs prospectively. Given the prior appellate court opinions and the uncertainty of litigation, this resolution makes fiscal sense for your municipality. We would like the opportunity to discuss the proposal with your elected officials in order to discuss the details of the same and our collective steps moving forward.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

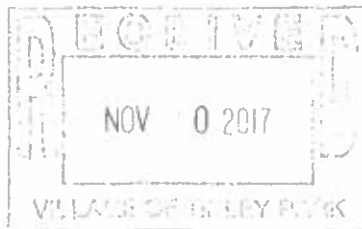
PETERSON, JOHNSON & MURRAY CHICAGO, LLC

/s/ Dominick L. Lanzito

DLL/km
Enclosure

PETERSON, JOHNSON & MURRAY CHICAGO, LLC
Attorneys at Law

200 W. Adams St. Suite 2125 Chicago, Illinois 60606 P: 312.782.7150 F: 312.896.9318 www.pjmchicago.com



Paul O'Grady
pogrady@pjmlaw.com

November 27, 2017

Village of Tinley Park
Village Manager
16250 S. Oak Park Avenue
Tinley Park, IL 60477

Re: Village of Bedford Park, et al. v. Expedia, Inc., et al.
Nos. 16-3932, 16-3944

To Whom It May Concern.

Please be advised that on November 22, 2017, the Seventh Circuit Court of Appeals affirmed to the District Courts opinion granting Summary Judgment in favor of the OTA's and against the Plaintiff Municipalities (see attached).

We are still analyzing this decision and the next steps in the litigation, if any. We will be in contact shortly regarding same, but we wanted to get this decision to the clients today.

Please feel free to contact me with any questions or concerns.

Sincerely,

/s/Paul O'Grady

POG/km
Enclosure

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In the
United States Court of Appeals
For the Seventh Circuit

Nos. 16-3932 & 16-3944

VILLAGE OF BEDFORD PARK, *et al.*,

Plaintiffs-Appellants,

and

VILLAGE OF LOMBARD,

Plaintiff-Cross-Appellee,

v.

EXPEDIA, INC., *et al.*,

Defendants-Appellees, Cross-Appellants.

Appeals from the United States District Court for the
Northern District of Illinois, Eastern Division.

No. 13-05633 — Matthew F. Kennelly, *Judge.*

ARGUED OCTOBER 23, 2017 — DECIDED NOVEMBER 22, 2017

Before BAUER and HAMILTON, *Circuit Judges*, and DARROW,
District Judge.*

* Of the Central District of Illinois, sitting by designation.

DARROW, *District Judge*. Thirteen Illinois municipalities ("the municipalities") assert that the Appellees-Cross-Appellants, which are online travel agencies ("OTAs"), have withheld money owed to them under their local hotel tax ordinances. The OTAs operate their online travel websites under the "merchant model"; customers pay an OTA directly to reserve rooms at hotels the OTA has contracted with. The participating hotels set a room rental rate. The OTA charges the customer a price that includes that rate, the estimated tax owed to the municipality, and additional charges for the OTA's services. After the customer's stay, the hotel invoices the OTA for the room rate and taxes, and remits the taxes collected to the municipality. The municipalities argue that they have been shorted tax revenue over the years because the OTAs do not remit taxes on the full price that customers pay. To illustrate, assume a 5 percent tax. If a customer books a room directly with a hotel for \$100 a night, the hotel collects \$5 for taxes and remits that to the municipality. But if a customer books a room through an OTA for \$100 and the hotel's room rental rate is only \$60, the OTA pays the hotel \$63 and the hotel remits \$3 to the municipality. The municipalities seek to collect the additional \$2 from the OTAs. But none of the municipal ordinances place a duty on the OTAs to collect or remit the taxes, so the municipalities have no recourse against the OTAs. The OTAs are entitled to summary judgment against all of the municipalities.

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I. Factual Background

The facts of this case are not highly disputed, but their legal significance is. At issue is how the OTAs in this case—Expedia, Priceline, Travelocity, and Orbitz¹—function and the thirteen municipal tax ordinances.

a. Online Travel Agencies' Practices

The OTAs enter into contracts with hotels, under which the hotels agree to make rooms available for the OTAs. The OTAs then market those rooms and allow customers to reserve them through their websites. The OTAs do not pre-pay for rooms and re-rent them to customers and they do not bear any loss if the rooms are not reserved. And the hotels can cease offering rooms through the OTAs at any time.

When a customer reserves a room through an OTA, he pays the OTA directly—the OTA serves as the merchant of record on the customer's credit card bill. The OTAs present the price in two line items: first, a charge for the room and second, a charge for taxes and fees. The charge for the room includes the room rate as set by the hotel, plus additional charges set by the OTAs. The customer never sees the hotel's room rate, but must agree to the OTA's terms and conditions,

¹ For ease, the Court uses these four OTAs specifically to refer to the four groups of Appellees-Cross-Appellants: the Expedia group (including Hotels.com, L.P., Hotwire, Inc., Expedia, Inc., and Egencia, LLC); the Priceline group (including priceline.com Inc. (n/k/a The Priceline Group Inc.), priceline.com LLC, and Travelweb LLC); the Travelocity group (including TVL LP (f/k/a Travelocity.com LP) and Site59.com LLC); and the Orbitz group (including Orbitz, LLC, Trip Network, Inc., and Internetwork Publishing Corp. (d/b/a Lodging.com)).

which state that the price charged includes the cost of the hotel plus consideration for the OTA's services. The taxes and fees charge includes the estimated taxes the hotel will owe on the rental plus additional fees as set by the OTA. If the customer incurs additional charges during his stay, he pays those to the hotel directly. After the customer checks out, the hotel invoices the OTA—or charges a virtual credit card provided by the OTA—for the room rate plus applicable taxes.

Although representatives from the OTAs, and statements made to the Securities and Exchange Commission, indicate that the OTAs “sell” hotel rooms to customers, the OTAs assert that this is merely industry jargon. *See, e.g.*, Priceline Rep. Dep. 231:3–9, Pls.’s Statement of Undisputed Facts Ex. 19, ECF No. 256-5² (“I want to be careful to point out that [the terms purchase and sale are] commonly used in the context of customers making reservations with hotels whose rates and inventory were made available to us We are not in the business of buying and selling hotel rooms.”). Contracts between hotels and the OTAs confirm that the OTAs do not actually buy, and never acquire the right to enter or grant possession of, hotel rooms. Instead, the OTAs take reservation requests from customers and transmit those to the hotels. The contracts require the hotels to honor those requests, but the customer does not obtain the right to occupy the room until he checks in at the hotel.

The OTAs do provide additional services to customers between payment and check in at the hotel. In fact, a customer will likely only deal with the OTA prior to checking in because

² This ECF number refers to the district court’s docket.

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OTAs handle reservation modifications, cancellations, and refunds. The OTAs generally enforce a hotel's cancellation policies, but sometimes set their own policies and charge their own cancellation fees. The OTAs also often provide customer service support, but some contracts specify that the OTAs will refer hotel-specific questions to the hotels.

b. Municipal Ordinances

Though each of the thirteen ordinances has unique aspects, all fall into one of three general categories: those that place the duty to collect and remit the tax on owners, operators, and managers of hotels or hotel rooms; those that apply to all persons engaged in the business of renting hotel rooms; and those that incorporate elements of both.³

i. Owners, Operators, and Managers

Seven municipalities—Arlington Heights, Bedford Park, Oak Lawn, Orland Park, Orland Hills, Schaumburg, and Tinley Park—have ordinances that impose a tax on the use and privilege of renting, leasing, or letting hotel and motel rooms. While a hotel guest ultimately bears responsibility for the tax, the ordinances generally place the duty of collecting the tax from the renter and paying it to the municipality on the owner, operator, or manager of hotels. Some of the ordinances place the duty on owners, operators, and managers of hotel accommodations, which are defined as “[a] room or rooms in any building or structure kept, used or maintained as or advertised or held out to the public to be an inn, motel, hotel” or

³ Most of the ordinances have been amended over time—for example, the tax rates have been increased or enforcement mechanisms have been altered—but, unless otherwise noted, the amendments have not changed the ordinances in aspects relevant to this case.

III. Conclusion

The district court's grant of summary judgment to the OTAs against all but one municipality is AFFIRMED. The district court's grant of summary judgment to the Village of Lombard is REVERSED and summary judgment shall be entered in favor of the OTAs.

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Warren Oil Co., Inc., 820 N.E.2d 994, 1002 (Ill. App. Ct. 2004). In that context, a seller is only engaged in the business of selling if he does it routinely or commercially. The OTAs do not rent hotel rooms, so of course they do not do so routinely or commercially. Thus, the OTAs are not engaged in the business of renting rooms and are not subject to these three ordinances. We affirm the grant of summary judgment to the OTAs against Rockford and Willowbrook. We reverse the district court's grant of summary judgment to Lombard and grant summary judgment to the OTAs.

d. Hybrids

The last three ordinances are slightly more complicated, but the OTAs are not required to pay taxes to the municipalities under any of them. Des Plaines appears to tax all "persons engaged in the business of renting, leasing or letting rooms in a hotel or motel." Br. Appellants Sep. App. 302 But it also places the duty of keeping records on operators and the duty of filing returns and paying taxes to the city on owners. Warrenville's ordinance similarly imposes a tax on those engaged in the business of renting, but places a duty to pay on owners. Burr Ridge's ordinance includes language about both engaging in the business of renting and owners, operators, and managers. But as the OTAs are neither engaged in the business of renting nor owners or operators of hotels, they have no obligations regardless of how these ordinances are interpreted. The grant of summary judgment to the OTAs against Des Plaines, Warrenville, and Burr Ridge is affirmed.

c. Engaged in the Business of Renting Hotel Rooms

Three of the ordinances—Rockford, Willowbrook, and Lombard—impose a tax squarely on those engaged in renting hotel rooms or engaged in the business of renting hotel rooms. The district court found that the OTAs were engaged in renting hotel rooms. But because Rockford and Willowbrook’s ordinances only tax gross rental receipts, it granted summary judgment to the OTAs with respect to those municipalities. According to the district court, because the municipalities already received taxes on the rental rate, as set by the hotel, the OTAs were not required to collect and remit taxes on the extra fees they charge consumers. But as Lombard’s ordinance did not specify that the tax was only on gross rental receipts, the district court granted it summary judgment.

None of the ordinances define “engaged in the business of renting” or “engaged in renting.” To rent is “[t]o pay for the use of another’s property.” *Rent*, BLACK’S LAW DICTIONARY (10th ed. 2014); *see also Lease*, BLACK’S LAW DICTIONARY (10th ed. 2014) (“To grant the possession and use of (land, buildings, rooms, movable property, etc.) to another in return for rent or other consideration ...”). Thus, renting implies ownership and granting possession of property—here, hotel rooms. As discussed, the OTAs do not own hotels or hotel rooms and they cannot independently grant consumers access to hotel rooms. Therefore, they cannot rent hotel rooms to customers.

The question here is whether “engaged in the business” has the same meaning under these tax ordinances as it does in other contexts, like the products liability context, in which sellers are not held strictly liable unless they are engaged in the business of selling the defective product. *See Carollo v. Al*

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accommodations. An operator only has to exert power or influence over hotel accommodations, which Defendants do.”).

Additionally, most of the ordinances list those with the duty to collect the tax as owners, operators, or managers of hotels.⁵ Under the principle of *noscitur a sociis*, “which counsels that a word is given more precise content by the neighboring words with which it is associated,” *United States v. Williams*, 553 U.S. 285, 294 (2008), the meaning of operator should be informed by its inclusion on a list with owner and manager. This suggests that an operator is, like an owner or a manager, someone who generally oversees the business of running a hotel.

Three of the ordinances (Orland Hills, Orland Park, and Tinley Park) cover operators of hotel rooms in addition to operators of hotels. But the same principles apply. To have a duty to collect and remit taxes under the ordinances, the OTAs would need to essentially “run” hotel rooms. While the OTAs engage in one aspect of running hotel rooms—reserving those rooms for customers—that does not mean they operate hotel rooms.

The district court granted summary judgment to the OTAs against the municipalities with this type of ordinance because the OTAs had no duty to collect or remit hotel occupancy taxes. That portion of the decision is affirmed.

⁵ Bedford Park places the duty of collection and remittance solely on the owner of hotel or motel rooms. Arlington Heights and Schaumburg place the duty on owners, operators, and those with licenses to operate hotels.

business"). An operator could also be one who operates; or one who "perform[s] a function" or "exert[s] power or influence." *Operate*, Merriam-Webster Dictionary, <https://www.merriam-webster.com/dictionary/operate> (last visited Oct. 12, 2017).

But the OTAs do not perform the function of running a hotel. They perform one set of functions that a hotel does—making room reservations, processing financial transactions, and handling customer service with respect to those transactions. But that the OTAs engage in one hotel function does not transform them into operators of hotels. We would not say that when a hotel contracts with a cleaning service that orders supplies and hires, schedules, and pays workers, the cleaning service becomes an operator of the hotel. Cf. *Pitt Cty. v. Hotels.com, L.P.*, 553 F.3d 308, 313 (4th Cir. 2009) ("The online companies ... have no role in the day-to-day operation or management of the hotels. Thus, they cannot be said to operate the hotels."); *City of Goodlettsville v. Priceline.com, Inc.*, 844 F. Supp. 2d 897, 912 (M.D. Tenn. 2012) ("As concerns hotels, those [definitions of operate] strongly suggest day-to-day management of the hotel property itself."); *Hamilton Cty. v. Hotels.com, L.P.*, No. 3:11 CV 15, 2011 WL 3289274, at *2 (N.D. Ohio July 29, 2011) (holding that OTAs were neither owners nor operators of hotels and that they did not furnish lodging to guests); *Mont. Dep't of Revenue v. Priceline.com, Inc.*, 354 P.3d 631, 635 (Mont. 2015) ("The OTCs do not fit within the dictionary definition of 'owners or operators.' They do not possess, run, control, manage, or direct the functioning of a hotel or rental agency."). But see *City of Chicago v. Hotels.com, L.P.*, No. 2005 L 051003, Br. Appellants App. 69 ("Being an operator of hotel accommodations does not require ownership of hotel

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reservations for customers. Reservations are sent to the hotels and the customers can only take temporary possession upon checking in at the hotel. Under any plain understanding of the word “own,” OTAs do not own hotels or hotel rooms.

A manager is “[s]omeone who administers or supervises the affairs of a business, office, or other organization.” *Manager*, BLACK’S LAW DICTIONARY (10th ed. 2014). Clearly the OTAs are not managers of hotels—they do not supervise the affairs of hotels. The municipalities seem to argue only that the OTAs are managers of hotel *rooms* for purposes of three of the ordinances (Orland Park, Orland Hills, and Tinley Park). To be a manager of a hotel room, the OTAs would need to supervise the affairs of the room. But a hotel room is not a business separate from the hotel it is located in. The municipalities argue that “the OTAs are unquestionably in charge of the affairs of businesses that step into the shoes of hotels and assume many day-to-day hotel functions.” Br. Appellants 26. Of course the OTAs are in charge of their own businesses, but that does not make them managers of hotels or hotel rooms.

The municipalities decry most forcefully the district court’s interpretation of the term operator. The district court defined operator as one “who uses and controls something.” *Expedia*, 193 F. Supp. 3d at 922 (quoting *Operator*, Merriam-Webster Dictionary, <https://www.merriam-webster.com/dictionary/operator> (last visited June 20, 2016)). But even under an arguably more on-point definition of operator, the OTAs are not operators of hotels or hotel rooms. The municipalities suggest that an operator is “one who operates or runs a business.” Br. Appellants 21; see also *Operator*, Merriam-Webster Dictionary, <https://www.merriam-webster.com/dictionary/operator> (last visited Oct. 13, 2017) (“one that operates a

b. Owners, Operators, and Managers

Seven of the ordinances place on owners, operators, and managers of hotels or hotel rooms the duty to collect the tax from a renter and remit it to the municipality. Thus, if the OTAs are not owners, operators, or managers, they have no obligations under these ordinances. The district court granted the OTAs summary judgment against the municipalities with these ordinances—Arlington Heights, Bedford Park, Oak Lawn, Orland Hills, Orland Park, Schaumburg, and Tinley Park—because it found that the OTAs were not owners, operators, or managers. We agree.

The ordinances do not define owner, operator, or manager. The Court presumes that these words have their plain meaning. An owner is “[s]omeone who has the right to possess, use, and convey something” or “a person in whom one or more interests are vested.” *Owner*, BLACK’S LAW DICTIONARY (10th ed. 2014); accord *Bd. of Educ. of Glen Ellyn Cmty. Consol. Sch. Dist. No. 89 v. Dep’t of Revenue*, 825 N.E.2d 746, 754 (Ill. App. Ct. 2005) (“The primary incidents of ownership include the right to possession, the use and enjoyment of the property, the right to change or improve the property, and the right to alienate the property at will.”). Clearly, the OTAs do not own hotels. They have no right to possess or use the hotels they contract with or to convey them to others.

At least four of the ordinances (Bedford Park, Orland Hills, Orland Park, and Tinley Park) appear to place the duty of collecting and remitting taxes on owners of hotel rooms in addition to owners of hotels. But the OTAs do not own hotel rooms either. They have no right to use or possess hotel rooms and they have no independent right to convey hotel rooms to consumers—they contract with hotels for the ability to make

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decision to certify with circumspection.” *Id.* We have found certification appropriate:

when the case concerns a matter of vital public concern, where the issue will likely recur in other cases, where resolution of the question to be certified is outcome determinative of the case, and where the state supreme court has yet to have an opportunity to illuminate a clear path on the issue.

Id. at 672 (quoting *In re Badger Lines, Inc.*, 140 F.3d 691, 698 (7th Cir. 1998)). We will not certify questions when what is required is “the exercise of a court’s judgment.” *Id.* The most important consideration is whether we find ourselves “genuinely uncertain about a question of state law.” *Id.* at 671.

We recognize that the Illinois Supreme Court has not ruled on these issues yet, but find that this is not a proper case for certification. This case involves routine questions of statutory interpretation that this Court is well-equipped to handle. After interpreting the meaning of the thirteen ordinances, this case merely requires the Court to exercise judgment as to whether the undisputed facts show that the ordinances apply to the OTAs. And although similar issues are likely to recur as other municipalities bring similar suits, the Illinois Supreme Court can correct our interpretations if it finds them erroneous. *Cf. Chi. Teachers Union, Local No. 1, Am. Fed’n Teachers v. Bd. of Educ. of Chicago*, 662 F.3d 761, 764 (7th Cir. 2011) (“The federal injunction means that there will be no opportunity for a state court to correct our interpretation of state law if it is erroneous ...”). The motion to certify is DENIED.

motion under consideration is made" *United Cent. Bank*, 800 F.3d at 310–11.

This case involves construction of municipal ordinances, which are interpreted in the same manner as Illinois statutes. *Landis v. Marc Realty, L.L.C.*, 919 N.E.2d 300, 303 (Ill. 2009). The Court's "primary objective is to ascertain and give effect to the intent of the legislature." *In re Consol. Objections to Tax Levies of Sch. Dist. No. 205*, 739 N.E.2d 508, 512 (Ill. 2000). "The language of the statute provides the best indication of the legislature's intent." *Id.* Where a phrase or word is undefined, "[i]t is appropriate to employ a dictionary to ascertain [its] meaning." *Landis*, 919 N.E.2d at 304. "A statute is ambiguous when it is capable of being understood by reasonably well-informed persons in two or more different senses." *People v. Beachem*, 890 N.E.2d 515, 520 (Ill. 2008) (quoting *In re J.W.*, 787 N.E.2d 747, 767 (Ill. 2003)). If a statute imposing a tax is ambiguous, it must be "strictly construed against the government and in favor of the taxpayer." *In re Consol.*, 739 N.E.2d at 512.

a. Certification of State Law Issues

First, the municipalities ask the Court to certify, pursuant to Circuit Rule 52(a), four questions to the Illinois Supreme Court: 1) whether the OTAs are "operators" of hotels or hotel rooms; 2) whether the OTAs "own" hotel rooms; 3) whether the OTAs are "managers" of hotel rooms; and 4) whether "gross rental receipts" refers to the room rate negotiated between the OTA and the hotel or the full amount the customer pays to the OTA.

"Certification is a useful tool of cooperative federalism." *State Farm Mut. Auto. Ins. Co. v. Pate*, 275 F.3d 666, 671 (7th Cir. 2001). But it is costly and burdensome, so "we approach the

a similar facility. Orland Hills Ordinance, Br. Appellants Sep. App. 170; Orland Park Ordinance, *id.* at 355–56 (same); Tinley Park Ordinance, *id.* at 369 (same).

ii. Engaged in Renting Hotel Rooms

Three of the municipalities—Rockford,⁴ Willowbrook, and Lombard—impose a tax on persons engaged in the business of renting, leasing, or letting rooms in a hotel. In Willowbrook and Rockford, the tax rate is a percentage of gross rental receipts from renting, leasing, or letting rooms in a hotel. Lombard's ordinance requires the tax "to be stated separately as an additional charge on individual billings," *id.* at 338, but does not specify what amount the tax rate applies to.

iii. Hybrids

The last three municipalities have ordinances encompassing elements of both types of taxes. For example, Des Plaines taxes all "persons engaged in the business of renting, leasing or letting rooms in a hotel or motel." *Id.* at 302. But the tax ordinance places a duty on operators of hotels or motels to keep records and on owners of hotels to file monthly tax returns reflecting the tax received. The ordinance also requires the owner to pay the taxes due at the time of filing. Warrenville's ordinance is similar in relevant respects. Burr Ridge

⁴ Rockford has two ordinances. One imposes a 1 percent tax on "the charge for renting a hotel or motel room." Br. Appellants Sep. App. 190. "Any person engaged in renting hotel or motel rooms" must include the tax in the rental price and remit the amount collected to the city. *Id.* This ordinance, like the ones described above, taxes a consumer, but places the duty to collect the tax on those "engaged in renting." The other is a tax on "all persons engaged in the City of Rockford in the business of renting, leasing, or letting rooms in a hotel." *Id.* at 204.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**ORDINANCE
NO. 2018-O-042**

**AN ORDINANCE AMENDING CERTAIN SECTIONS OF TITLE XI CHAPTER 129A
ENTITLED "HOTEL ACCOMMODATIONS TAX" PERTAINING TO THE
TAXATION UPON THE RENTING, LEASING, OR LETTING OF ANY HOTEL
ACCOMMODATIONS IN THE VILLAGE OF TINLEY PARK**

**JACOB C. VANDENBERG, PRESIDENT
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VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2018-O-042

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TAXATION UPON THE RENTING, LEASING, OR LETTING OF ANY HOTEL
ACCOMMODATIONS IN THE VILLAGE OF TINLEY PARK**

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

WHEREAS, the Village of Tinley Park (“Village”) has previously enacted an ordinance implementing a tax on the use and privilege of renting and leasing hotel and motel rooms in the Village; and

WHEREAS, said ordinance also imposed a tax on online traveling agencies that assisted in the renting and leasing of hotel and motel rooms in the Village; and

WHEREAS, in response to the opinion issued by the Seventh Circuit Court of Appeals, *Vill. of Bedford Park v. Expedia, Inc.*, 876 F.3d 296, 299 (7th Cir. 2017), regarding a tax on online travel agencies for room reservations, the Village desires to amend its hotel and motel tax ordinance to remove said tax on online travel agencies; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village and its residents to amend certain Sections of Title III Chapter 33 entitled “Hotel Accommodation Tax” pertaining to the taxation of the rental and leasing of hotel and motel rooms; 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 Preambles hereto are hereby made a part of, and operative provisions, of this Ordinance as fully as if completely repeated at length herein.

SECTION 2: That Chapter 129A entitled “HOTEL ACCOMMODATIONS TAX” of the Tinley Park Village Code be and is hereby repealed in its entirety and replaced with the following underlined language:

~~CHAPTER 129A: HOTEL ACCOMODATIONS TAX~~

Section

~~129A.01 Title~~
~~129A.02 Definitions and construction~~
~~129A.03 Tax imposed~~
~~129A.04 Tax borne by lessee~~
~~129A.05 Collection~~
~~129A.06 Payment and late charges~~
~~129A.07 Records~~
~~129A.08 Suspension or revocation of licenses~~
~~129A.09 Proceeds~~
~~129A.10 Severability~~
~~129A.99 Penalty~~

~~§ 129A.01 TITLE.~~

~~This chapter is being adopted pursuant to the home rule authority of this village. This chapter shall be known and cited as the Hotel Accommodations Tax Chapter and the tax herein imposed shall be known and cited as the Hotel Accommodations Tax.~~

~~§ 129A.02 DEFINITIONS AND CONSTRUCTION.~~

~~(A) For the purpose of this chapter, whenever any of the following words, terms or definitions are used herein, they shall have the following meaning:~~

~~"HOTEL ACCOMMODATIONS." A room or rooms in any building or structure located in the village and kept, used or maintained as or advertised or held out to the public to be an inn, motel, hotel, apartment hotel, lodging house, bed and breakfast lodge or home, dormitory or place where sleeping, rooming, conference or exhibition accommodations are furnished for lease or rent, whether with or without meals, in which ten or more such accommodations are used or maintained for guests, lodgers or roomers. The term "HOTEL ACCOMMODATIONS" does not include an accommodation which a person occupies, or has the right to occupy, as his or her domicile and permanent residence.~~

~~"PERSON." Any natural person, receiver, administrator, executor, conservator, assignee, trust in perpetuity, trust, estate, firm, general or limited partnership, joint venture, club, company, business trust, domestic or foreign corporation, association, syndicate, society, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, for profit, nonprofit or otherwise. Whenever the term "PERSON" is used in any clause prescribing and imposing a penalty, the term as applied to corporations shall include the officers thereof, and as applied to any other entity, the owners or part owners thereof.~~

~~"TREASURER." The Treasurer of the Village of Tinley Park.~~

~~"VILLAGE." The Village of Tinley Park.~~

~~(B) In this chapter, unless the context otherwise requires, words in the singular number include the plural and in the plural include the singular; words of the masculine gender include the feminine and the neuter; and when the sense so indicates, words in the neuter gender may refer to any gender.~~

~~§ 129A.03 TAX IMPOSED.~~

~~(A) There is hereby imposed and shall accrue, as set forth herein, and be collected a tax, as herein provided, upon the renting, leasing or letting of any hotel accommodations in the village at the rate of 6% of the gross rental or leasing charges and revenues, exclusive of revenues received from food and beverage sales.~~

~~(B) The rate established for the hotel accommodation tax provided in division (A) shall be applicable to hotel accommodation charges incurred on or after January 1, 2011.~~

~~§ 129A.04 TAX BORNE BY LESSEE.~~

~~The ultimate incidence of and liability for payment of said tax shall be borne by the user, lessee or tenant of such hotel accommodations. The tax herein levied shall be in addition to any and all other taxes. It shall be the duty of every owner, manager or operator of hotel accommodations to secure said tax from the lessee or tenant of said hotel accommodations and pay over to the Treasurer said tax under rules and regulations prescribed by the Treasurer and as otherwise provided by this chapter.~~

~~§ 129A.05 COLLECTION.~~

~~The Village Treasurer is hereby designated as the administration and enforcement officer of the tax hereby imposed on behalf of the village. The owner, manager or operator of each hotel accommodations shall bear, jointly and severally, the duty to collect the tax herein levied from each user, lessee or tenant of any hotel accommodations when collecting the price, charge or rent to which it applies. Every lessee or tenant shall be given a bill, invoice, receipt or other statement or memorandum of the price, charge or rent payable upon which the hotel accommodations tax shall be stated, charged and shown separately. The tax shall be paid to the person required to collect it as trustee for and on behalf of the village. The hotel accommodations tax, once collected, shall be paid to the Treasurer on a monthly basis. The tax shall be due on or before the 15th day of the calendar month succeeding the month in which it was imposed.~~

~~§ 129A.06 PAYMENT AND LATE CHARGES.~~

~~(A) By the 15th day of each calendar month, every owner, manager or operator of hotel accommodations shall file a sworn tax return on a calendar monthly basis with the Treasurer showing tax receipts received with respect to hotel accommodations space used, rented or leased during the preceding monthly period, upon forms prescribed by the Treasurer. Whenever any person shall fail to pay any taxes herein provided, or if the owner, operator, licensee or manager of any hotel accommodation fails to collect any such taxes or fails to remit any such collected taxes~~

to the village, upon request of the Treasurer, the Village Attorney shall bring an action to enforce the payment of the tax on behalf of the village in any court of competent jurisdiction, with the cost of such enforcement and the payment of the tax to be borne and reimbursed by the owner, operator, licensee and/or manager of the hotel accommodations.

~~(B) If for any reason any tax is not paid when due, or in the event of failure by any hotel accommodations owner, manager, licensee or operator to collect and pay to the Village Treasurer the tax required hereunder within ten days after the same shall be due, a penalty shall be assessed and interest shall become due all in accordance with the provisions of § 41.04(B) and (C) of this code. Whenever any person shall fail to pay any tax as herein provided, or if the owner, operator, licensee or manager of any hotel accommodations fails to collect any such taxes, upon the request of the Treasurer, the Village Attorney shall bring or cause to be brought an action to enforce the payment of the tax on behalf of the village in any court of competent jurisdiction with the cost of such enforcement and the payment of the tax to be borne and reimbursed by the owner, operator, licensee and/or manager of the hotel accommodations.~~

§ 129A.07 RECORDS.

~~(A) Every owner, manager or operator of hotel accommodations shall keep accurate and complete books and records showing the prices, rents or charges made or charged, and occupancies taxable under this chapter, and any other information required by the Treasurer for the administration of this chapter and the collection of the tax hereby imposed. At a minimum, such records shall include a daily sheet showing:~~

~~(1) The number of hotel and motel rooms rented during the 24 hour period, including multiple rentals of the same hotel or motel room when such occurs;~~

~~(2) The room rate or charge; and~~

~~(3) The actual hotel accommodations tax receipts collected for the date in question. The Treasurer, or his or her designee, shall at all reasonable times have full access to said books and records.~~

~~(B) During the normal business working hours of any such hotel accommodations, the Village Treasurer, or any person certified by him or her as his or her deputy or representative, may enter the premises of any hotel accommodations for the purposes of inspection and examination of its books and records for the proper administration of this chapter, and for the enforcement of the collection of the tax hereby imposed. It is unlawful for any person to prevent, hinder or interfere with the Village Treasurer or his or her duly authorized deputy or representative in the discharge of his or her duties hereunder.~~

§ 129A.08 SUSPENSION OR REVOCATION OF LICENSES.

~~If the President, after holding a hearing, shall find that any person has failed to collect the tax imposed by this chapter, or to remit the tax collected to the village in accordance with this chapter, he or she may suspend or revoke all village licenses, specifically including but not limited to liquor~~

~~licenses held by that person. The owner, manager or operator of the hotel accommodations shall have an opportunity to be heard on any such suspension or revocation, and such hearing shall not be held less than five days after notice of the time and place of the hearing, addressed to the owner, manager and/or operator at his or their last known place of business. In addition to the provisions set forth herein, any applicable suspension or revocation procedures set forth elsewhere in the ordinances and codes of the village shall also apply to the extent they do not conflict with the provisions hereof; provided, however, all other procedural requirements must be met, regardless of conflict herewith, with regard to suspension or revocation of a liquor license. The suspension or revocation of any license shall not release or discharge the owner, manager or operator of hotel accommodations from civil liability for the payment of the tax, interest and late charges, nor for prosecution of such offense.~~

~~§ 129A.09 PROCEEDS.~~

~~All proceeds resulting from the imposition of the tax under this chapter, including penalties, shall be distributed within 30 days after the 15th day of the calendar month as follows:~~

~~(A) Pursuant to an agreement between the village and Chicago Southland Convention and Visitors Bureau, of the three percent hotel accommodations tax collected 95% of one percent shall be paid to said Bureau for the sole purpose of promoting tourism and conventions in accordance with that agreement.~~

~~(B) The excess over said amount to be paid to the Bureau under division (A) above shall be retained by the village for general corporate purposes and placed in whatever fund of the village the village so determines.~~

~~(C) In the event the village increases the tax collected pursuant to § 129A.03 hereof, the Bureau shall not be entitled to any increase but shall only be entitled to said 95% of one percent.~~

~~§ 129A.10 SEVERABILITY.~~

~~If any provision, clause, sentence, paragraph, section, or part of this chapter, or application thereof to any person or circumstance shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this chapter and the application of such provision to other persons or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person or circumstances involved. It is hereby declared to be the legislative intent of the Village Board of Trustees that this chapter would have been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section or part thereof not been included.~~

~~§ 129A.99 PENALTY.~~

~~Any person found guilty for violating, disobeying, omitting, neglecting, or refusing to comply with, or resisting or opposing the enforcement of any of the provisions of this chapter, except when otherwise specifically provided, upon conviction thereof shall be punished by a fine of not less~~

~~than \$50 nor more than \$300 for the first offense and not less than \$200 nor more than \$500 for the second and each subsequent offense in any 180-day period, provided, however, that all actions seeking the imposition of fines only shall be filed as quasi-criminal actions subject to the provisions of the Illinois Civil Practice Act. (ILCS Ch. 735, § 1-101 et seq.) Repeated offenses in excess of three within any 180-day period may also be punishable as a misdemeanor by incarceration for a term not to exceed six months under the procedure set forth in § 1-2-1.1 of the Illinois Municipal Code (ILCS Ch. 65, Act 5 § 1-2-1.1), and under the provisions of the Illinois Code of Criminal Procedure (ILCS Ch. 725, Act 5 § 100-1 et seq.). A separate and distinct offense shall be regarded as committed each day upon which each person shall continue any such violations.~~

Chapter 129A

MUNICIPAL HOTEL TAX

§129A.01 TAX REQUIRED; AMOUNT:

§129A.02 EXEMPTION:

§129A.03 DEFINITIONS:

§129A.04 TAX RETURN:

§129A.05 REIMBURSEMENT OF TAX:

§129A.06 BOOKS AND RECORDS:

§129A.07 INTEREST AND PENALTIES:

§129A.08 APPLICATION OF PROCEEDS:

§129A.09 SEVERABILITY:

§129A.99 PENALTY.

§129A.01 TAX REQUIRED; AMOUNT:

There is hereby levied and imposed upon the use and privilege of engaging in the business of leasing, renting, making, facilitating, or servicing the leasing or renting of a hotel or motel room in the Village of Tinley Park, a tax of six percent (6%) on the gross rental receipts (not including taxes or other non-room rental charges added to the hotel or motel bill) for each such hotel or motel room rented for every twenty-four (24) hour period, or any fraction thereof, excluding, however, from the gross rental receipts, the proceeds of such renting or leasing or letting to permanent residents of that hotel or motel.

§129A.02 EXEMPTION:

A taxpayer subject to the tax imposed in §129A.01 of this chapter may claim an exemption for gross rental receipts subject to said tax, if gross rental receipts are derived from binding and guaranteed room contract(s) entered into on or before September 1, 1986. In order to claim this exemption, the taxpayer must submit written proof of said binding and guaranteed contract in a form satisfactory to the corporate authorities on the monthly tax return required in §129A.04 of

this chapter during the month in which said exempt gross receipts are received by the taxpayer. Failure by the taxpayer to claim said exemption in the month in which said gross receipts are received shall constitute an automatic waiver and bar to receipt of said exemption.

§129A.03 DEFINITIONS:

For purposes of this tax, the following definitions shall apply:

GROSS RENTAL RECEIPTS: The total amount of consideration for occupancy, valued in money, whether received in money or otherwise, including all receipts, cash, credits, and property or services of any kind or nature, including, but not limited to, amounts charged for the making, servicing or facilitating reservations.

HOTEL: Any building or buildings in which the public may, for a consideration, obtain living quarters, sleeping or housekeeping accommodations. The term includes inns, motels, tourist homes or courts, lodging houses, rooming houses and apartment houses.

PERMANENT RESIDENT: Any person who occupied or has the right to occupy any room or rooms in a hotel for at least thirty (30) consecutive days.

PERSON: Any natural individual, firm, partnership, association, joint stock company, joint adventure, public or private corporation, or a receiver, executor, trustee, guardian or other representative appointed by order of any court.

ROOM OR ROOMS: Any living quarters, sleeping or housekeeping accommodations.

§129A.04 TAX RETURN:

(A) Each person, business, corporation, partnership or other entity, subject to the tax imposed in §129A.01 of this chapter shall make a tax return as required by this section to the Village treasurer on or before the twentieth day of each month stating:

1. Name;
2. Principal place of business;
3. Gross receipts during the prior month upon the basis of which the tax is imposed;
4. Amount of tax;
5. Such other reasonable and related information as the corporate authorities may require.

(B) Each person making the return shall, at the time of making such return, pay to the village treasurer the amount of tax herein imposed.

§129A.05 REIMBURSEMENT OF TAX:

Persons subject to the tax imposed by this chapter may reimburse themselves for their tax liability for such tax by separately stating such tax as an additional charge, which charge may be stated in combination, in a single amount, with the state tax imposed under "the hotel operators occupation tax act."

§129A.06 BOOKS AND RECORDS:

Every person subject to the tax imposed by this chapter shall keep separate books or records of his business so as to show the rents and occupancies taxable under this chapter separately from his transactions not taxable hereunder. If any such person fails to keep such separate books or records, he shall be liable to the tax at the rate designated in §129A.01 of this chapter upon the entire proceeds from his hotel.

§129A.07 INTEREST AND PENALTIES:

Late payment, underpayment or nonpayment of any tax due hereunder shall be subject to interest and penalties as set forth in the locally imposed and administered tax rights and responsibility provisions of this code. Any person violating any other provision of this chapter, upon conviction thereof, shall be punished by a fine of not more than the maximum amount permitted by Section §129A.99 of this code for each offense. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

Nothing in this section shall be construed as limiting any additional or further remedies that the Village may have relating to the enforcement of this chapter, or the collection of the amount of any tax due hereunder.

§129A.08 APPLICATION OF PROCEEDS:

The proceeds from the tax collected pursuant to this chapter shall be used solely to promote tourism and conventions in the Village or otherwise to attract nonresident, overnight visitors to the Village, unless otherwise permitted by state law. No such funds shall be used to advertise for or otherwise promote new competition in the hotel business.

§129A.09 SEVERABILITY:

The various provisions of this chapter are to be considered as severable and if any part or portion of this chapter shall be held invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter.

§ 129A.99 PENALTY.

Any person found guilty for violating, disobeying, omitting, neglecting, or refusing to comply with, or resisting or opposing the enforcement of any of the provisions of this chapter, except when

otherwise specifically provided, upon conviction thereof shall be punished by a fine of not less than \$50 nor more than \$300 for the first offense and not less than \$200 nor more than \$500 for the second and each subsequent offense in any 180-day period, provided, however, that all actions seeking the imposition of fines only shall be filed as quasi-criminal actions subject to the provisions of the Illinois Civil Practice Act. (ILCS Ch. 735, § 1-101 et seq.) Repeated offenses in excess of three within any 180-day period may also be punishable as a misdemeanor by incarceration for a term not to exceed six months under the procedure set forth in § 1-2-1.1 of the Illinois Municipal Code (ILCS Ch. 65, Act 5 § 1-2-1.1), and under the provisions of the Illinois Code of Criminal Procedure (ILCS Ch. 725, Act 5 § 100-1 et seq.). A separate and distinct offense shall be regarded as committed each day upon which each person shall continue any such violations.

SECTION 3: That this Ordinance shall be in full force and effect from and after its adoption and approval

SECTION 4: 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 17th day of July 2018.

AYES:

NAYS:

ABSENT:

APPROVED THIS 17th day of July 2018.

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. 2018-O-042, "AN ORDINANCE AMENDING CERTAIN SECTIONS OF TITLE XI CHAPTER 129A ENTITLED "HOTEL ACCOMMODATIONS TAX" PERTAINING TO THE TAXATION UPON THE RENTING, LEASING, OR LETTING OF ANY HOTEL ACCOMMODATIONS IN THE VILLAGE OF TINLEY PARK," which was adopted by the President and Board of Trustees of the Village of Tinley Park on July 17, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of July, 2018.

KRISTIN A. THIRION, VILLAGE CLERK

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2018-R-050

**A RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPMENT
INCENTIVE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK, THE
BOARD OF EDUCATION SCHOOL DISTRICT 227, AND THE HARP GROUP, INC.
RELATING TO THE HOTEL PROPERTY LOCATED AT 18501 HARLEM AVENUE**

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

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

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, and 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. 2018-R-050

**A RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPMENT
INCENTIVE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK, THE
BOARD OF EDUCATION SCHOOL DISTRICT 227, AND THE HARP GROUP, INC.
RELATING TO THE HOTEL PROPERTY LOCATED AT 18501 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 Harp Group, Inc. desires to purchase, upgrade, and manage the Hotel Property located at 18501 Harlem Avenue; and

WHEREAS, the Parties understand the continued first-rate operation of the Hotel Property is directly tied to the future success of the Tinley Park Convention Center which provides a direct and positive economic impact to both the Village of Tinley Park and School District 227; and

WHEREAS, the Oak Park Avenue TIF District will expire at the end of 2018, and tax increment revenue that had been used to support the Convention Center and Hotel Property will no longer be available; and

WHEREAS, to ensure the continued success of the Tinley Park Convention Center and the Hotel Property the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, and the Board of Trustees of the School District 227 believe it is in the best interest of their respective constituents to abate a portion of their year property tax from the Hotel Property as more fully set forth in the Development Incentive Agreement attached hereto as Exhibit 1; 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: 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 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 hereof as **Exhibit 1**, 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: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS _____ day of _____, 2018.

AYES:

NAYS:

ABSENT:

APPROVED THIS _____ day of _____, 2018.

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. 2018-R-050, "A RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK, THE BOARD OF EDUCATION SCHOOL DISTRICT 227, AND THE HARP GROUP, INC. RELATING TO THE HOTEL PROPERTY LOCATED AT 18501 HARLEM AVENUE 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 _____, 2018.

KRISTIN A. THIRION, VILLAGE CLERK

DEVELOPMENT INCENTIVE AGREEMENT FOR THE TINLEY PARK HOTEL AND CONVENTION CENTER

THIS AGREEMENT is made this 14th day of June, 2018, by the **Board of Education of Rich Township High School District 227**, Cook County, Illinois (hereinafter sometimes referred to as the “District”), **The Harp Group, Inc.**, an Illinois corporation (hereinafter sometimes referred to “Harp”), and the **Village of Tinley Park, Cook and Will Counties, Illinois, a home rule municipal corporation** (hereinafter referred to as the “Village”) (collectively hereinafter referred to as the “Parties”).

RECITALS

WHEREAS, the Village has expressed a desire to continue its ownership of the Tinley Park Convention Center (hereinafter “TPCC”) on land that it owns within the boundaries of the Districts; and

WHEREAS, Harp has expressed its desire to operate and manage the TPCC, to acquire the Hotel Property, and to continue the operations of the Tinley Park Hotel as a commercial enterprise which it will own and operate within the boundaries of the District; and

WHEREAS, Harp has requested incentives from the District in the form of real estate abatements pursuant to the provision of law (35 ILCS 200/18-165) and further incentives from the Village; and

WHEREAS, the District and the Village desire to grant certain incentives to Harp to acquire the Hotel Property and to continue its commercial operations within such boundaries, subject to certain conditions, restrictions and limitations; and

WHEREAS, the Parties agree to be bound by the provisions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises herein, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

As used herein, unless the context indicates otherwise, or unless specifically defined otherwise, the following terms shall be accorded the following meanings:

1.01 Harp. The Harp Group, Inc., an Illinois corporation.

1.02 Village. Village of Tinley Park, an Illinois Municipal Corporation.

1.03 District. Board of Education of Rich Township High School District 227, Cook County, Illinois.

1.04 Assessor. The County Assessor of Cook County Illinois, charged with statutory responsibility of appraising and assessing real property.

1.05 Hotel Property. That real estate, currently referred to as the Tinley Park Hotel located at 18501 Harlem Avenue within the Village of Tinley Park, Cook County, Illinois, and currently identified by the following Permanent Index Number: 31-06-100-027-0000.

1.06 Convention Center Property. That real estate owned by the Village, upon which is currently located most of the Tinley Park Convention Center ("TPCC"), located at 18451 Convention Center Drive within the Village of Tinley Park, Cook County, Illinois, and currently identified by the following Permanent Index Numbers: 31-06-100-040-0000, 31-06-100-041-0000, and 31-06-100-038-0000.

1.07 Permanent Index Number. The number or numbers assigned to real property by the Cook County Clerk pursuant to the system for the listing of real estate for purposes of assessment and collection of taxes.

1.08 Assessed Valuation. The value of the real property as assessed for taxation purposes by the Assessor, or as subsequently modified and certified by the Cook County Board of Review, but not including the equalization of that assessed valuation.

1.09 Abatement. The reduction of taxes levied against particular real estate by discretionary action of a taxing body.

1.10 Insolvency of Harp. Harp's adjudication as bankrupt, general assignment for the benefit of creditors, taking the benefit of any insolvency act, or the appointment of a permanent receiver or trustee in bankruptcy for Harp's property.

1.11 Sale. With respect to real property, the transfer of title and/or assignment of beneficial interest in land trust, provided that a mortgage of the property, collateral assignment of beneficial interest or grant of similar rights for financing purposes shall not constitute a sale of the property under this definition and a syndication or other alternative means of financing that involves the sale of equity interests shall not constitute a sale of the property hereunder.

1.12 Assessment Complaint. An appeal or complaint filed by or on behalf of a taxpayer with the Assessor, the Cook County Board of Review, the Illinois Property Tax Appeal Board, or the Circuit Court of Cook County, or by application for a certificate of error, alleging that real estate has been over assessed or is exempt from taxation.

1.13 Tax Rate Objections. A taxpayer's challenge that all or a portion of a property tax levy, property tax rate, or property tax extension is illegal because of an unlawful act or omission by taxing bodies or the County Clerk.

2. ABATEMENT OF TAXES

2.01 Subject to the terms of this Agreement, the District and the Village agree to abate *ad valorem* real estate taxes extended against the Hotel Property, as follows:

- (a) Abatements shall begin for a period of ten (10) years, beginning with the 2018 tax year for taxes collected in 2019, or the first levy after this agreement is fully executed, whichever is later.
- (b) The amount abated shall be fifty percent (50%) of the taxes levied and extended upon the improvements on the Hotel Property for the District and the Village in each year of abatement.
- (c) Annual abatements by the District and the Village shall continue until the first of the following should occur:
 - (i) duration of ten (10) tax levy years, commencing with the tax levy year to which the first abatement applies, in which taxes are actually abated as provided herein;
 - (ii) the aggregate taxes abated on the Hotel Property by all taxing bodies equals four million dollars (\$4,000,000). For the purposes of this section, all taxing bodies shall mean the School District 159, defined hereafter, School District 227, and the Village of Tinley Park;
 - (iii) the abatement obligations of the District and the Village terminate

as provided for in Article 5 of this Agreement.

(d) The District and the Village shall approve the abatement by adopting all necessary and applicable legislative actions, including but not limited to resolution(s) and timely filing such with the County Clerk directing the abatements. The District and the Village may subsequently pass a resolution withdrawing the direction to abate, in whole or in part, where the District's and the Village's obligation to abate have been terminated under the provisions of this Agreement. The obligation to abate shall be separately and contractually enforceable as to the District and the Village. Notwithstanding the above, the Parties agree that this agreement shall be contingent upon the approval of a related abatement agreement, between the Village, Harp and the Board of Education of Elementary School District 159, Cook County, Illinois. ("District 159")

3. OBLIGATIONS OF HARP

3.01 For the duration of this Agreement, Harp shall inform the District and the Village of any and all changes in the Permanent Index Numbers identifying the Hotel Property within a reasonable time after Harp is advised by the County of Cook of such changed Permanent Index Numbers. The District and the Village shall not be held responsible for the tax abatement during a particular year for which Harp's failure to so notify the District and the Village results in a defective abatement for the Hotel Property caused by an obsolete, incorrect or inaccurate Permanent Index Number, but shall abate in a

subsequent year instead, provided Harp's failure was inadvertent and did not result in a revenue loss to the District and the Village.

3.02 In the event Harp shall file an Assessment Complaint concerning the assessed valuation of the Hotel Property, Harp shall give the District and the Village concurrent notice upon filing with the Assessor or the Cook County Board of Review, and shall give the District and the Village thirty (30) days prior notice of the filing of such Assessment Complaint, with the Property Tax Appeal Board or the Circuit Court of Cook County.

3.03 Harp shall provide the District and the Village, within thirty (30) days of receipt, copies of each of its yearly real estate tax bills on the Hotel Property when rendered, for purposes of auditing compliance with this Agreement.

3.04 Harp shall provide the District and the Village, within thirty (30) days of payment of the real estate taxes on the Hotel Property, copies of the paid property tax receipt for the Hotel Property, for purposes of auditing compliance with this Agreement.

3.05 In the event the District or the Village have not already adopted a multi-year resolution covering that year's abatement, Harp shall provide, no earlier than September 15 and no later than November 15 of the tax year in which the abatement resolution is due, a notice to the District and the Village of the District's and the Village's obligation to approve an abatement resolution for that year.

3.06 Harp shall provide to the students of the District the following job training programs in collaboration with the Districts, which shall include, but are not limited to:

- i. a minimum of three (3) paid hospitality internships each quarter;

- ii. paid construction apprenticeship positions for 10 hrs./week, when construction projects are ongoing;
- iii. a minimum of three (3) paid stewardship internship each quarter;
- iv. Harp shall be available, at no cost to the District, for consultation and input to the District for the purpose of providing advice regarding the design, layout and construction of the kitchen located/to be located at one of the District's schools. The District agrees that Harp shall have no liability to the District, its officers, agents, contractors employees or agents for any damages, injuries, or claims whatsoever for said advice or consultation;
- v. Harp shall provide college placement services to those students who have graduated from the District and who have applied to be accepted to a college hospitality program;
- vi. Harp shall arrange with and thereafter provide, at no cost, up to two (2) orientation sessions of at least forty-five (45) minutes each semester to students of the District wherein Harp will discuss practical aspects of the hospitality industry, including but not limited to; finance, administration and sales. Harp and the District will work cooperatively to determine agreed upon topics which Harp will discuss during said sessions; and

- vii. the District shall ultimately be responsible for determining whether said internships satisfy particular requirements for qualification, as may be necessary.

3.07 During the term of the abatement period, Harp shall provide the District and the Village with the best rates available when renting space at the TPCC. Furthermore, the following District's events held at the TPCC shall be exempt from rental fees for use, not including food and beverage costs:

- i. end of year ceremonies for the District, during the term of this Agreement;
- ii. three (3) additional events to the District on dates and at times mutually acceptable to the District and Harp.

Furthermore, Harp shall make the Hotel available for guided fieldtrips from class groups of the District no less than once a semester.

4. OBLIGATIONS OF VILLAGE

4.01 The total annual amount of the incentive to Harp shall be \$750,000.00 inclusive of all abatements of the District and District 159 as set forth above including the Village's. Each year the Village shall pay the difference between the yearly abatement and \$750,000.00 from any sources of funds legally available to the Village.

4.02 Prior to the sale of the Convention Center Property to another party, whether to Harp or to anyone else, the Village shall provide the District with at least sixty (60) days' notice of the transaction.

4.03 The Village shall not establish tax increment financing for a redevelopment project area which includes the Hotel Property or the Convention Center Property during the life of this Agreement without the written consent of the District, not to be

unreasonably withheld; provided, however, that the District shall not challenge the tax-exempt status of the Village's interest in the Convention Center Property.

5. PROHIBITED ACTS

5.01 Failure of Harp to pay in full within ninety (90) days after the period provided by law all legally validly assessed and computed real estate taxes which are extended and billed against the Hotel Property shall be considered a prohibited act for purposes of this Agreement.

5.02 For a period commencing on the date of this Agreement and concluding on December 31 of the year in which the last abatement provided for herein is realized, Harp shall not file Tax Rate Objections or otherwise challenge the rate of taxes levied and extended by District.

5.03 Harp shall not file an Assessment Complaint in any form for the tax year 2019⁸ or for any subsequent tax year until the District's obligation to abate taxes under this Agreement is completed, except as permitted in this Section 5.03.

(a) Harp may file an assessment appeal with the Assessor or with the Cook County Board of Review for any year, provided that it provides the notice required under Section 3.02 above.

(b) For any year beginning with 2018 and ending with the last year when Harp receives the benefit of the abatement of taxes by the District under this Agreement, Harp may file an Assessment Complaint with the Illinois Property Tax Appeal Board or with the Circuit Court of Cook County, provided that it provides the notice required under Section 3.02 above and provided further that any reductions in the District's and the Village's property tax distributions resulting from refunds awarded to Harp, pursuant

to 35 ILCS 200/23-20, shall be offset by commensurate reductions in the amount of subsequent abatements by the District or by monetary reimbursements to the District by Harp. This offset applies only to reductions due to such refunds and not to assessment or tax reductions which are otherwise achieved.

5.04 The District shall not file, nor cause to be filed, any Assessment Complaint or Assessment Appeal in any form with respect to the Hotel Property during the time period set forth in Section 2.01(c) of this Agreement.

5.05 For a period of time commencing on the date of this Agreement and concluding five (5) years following December 31 of the year in which the last abatement provided for herein is realized, neither Harp (including any entity affiliated with Harp) nor any party with which Harp has contracted to sell, lease or otherwise transfer an interest in real property shall develop or cause the development of the Hotel Property for residential purposes, unless Harp has first obtained the written consent thereto by the District, which consent shall not be unreasonably withheld.

5.06 For a period of time commencing on the date of this Agreement and concluding five (5) years following December 31 of the year in which the last abatement provided for herein is realized, Harp shall be prohibited from filing a petition to detach the Hotel Property from the territorial boundaries of the District or from otherwise cooperating with or encouraging a detachment petition filed by another with respect to the Hotel Property or any part thereof.

6. CANCELLATION OF ABATEMENTS

6.01 Subject to the limitations of Section 6.02, the obligations of the District and the Village to abate taxes herein shall be terminated upon the occurrence of any of the following:

(a) A substantial change in the use of the Hotel Property after the sale of the Hotel Property as defined in Section 1.11 of this Agreement. A “substantial change in the use” shall include changes to the following use: adult-themed bookstores, gentlemen’s clubs, auto wreckage, dumps or landfills, and industrial manufacturing plants which pollute the environment, or a similar commercial or industrial use.

(b) On the occurrence of any of the prohibited acts specified in Article 4 of this Agreement.

(c) Harp materially breaches any provision of this Agreement, notwithstanding Section 6.02.

6.02 If the District and/or the Village become aware of the occurrence of any event which, if uncured, would terminate District’s obligation to abate taxes, the District shall promptly provide Harp with notice of such event. If Harp, within 30 days of such notice cures the event, the District’s obligations to abate taxes shall not be terminated. If Harp does not timely cure, the District may direct the County Clerk to cease all future abatements; provided, however, that if a cure is possible, the Parties shall diligently use their reasonable best efforts to negotiate an alternative means of carrying out the intent of this Agreement.

6.03 Nothing in this Agreement shall prohibit Harp from assigning this Agreement and the rights, duties, and obligations of Harp hereunder to a single purpose entity, a limited liability company, general or limited partnership or other entity which is an affiliate of

Harp or which is controlled by Harp without the necessity of securing the Village's or either District's prior consent or approval; provided, however, that if said assignee fails to comply with its obligations to the District set forth in Sections 3.06 and 3.07 of this Agreement, Harp remains obligated to provide benefits to the District and its students comparable to those set forth in Sections 3.06 and 3.07 of this Agreement.

7. REMEDIES

7.01 In the event that any person or persons not party to this Agreement institute any legal proceedings against the Village, Harp, and/or the District for any willful or reckless actions or inactions pursuant to the terms of this Agreement, Harp, upon notice from the District, shall fully assume the entire defense of such lawsuit and all legal expenses of whatever nature relating to such defense and hold the District harmless from liability in such lawsuits. In that event, Harp shall have control over the litigation and any settlement or compromise of the lawsuit, provided that the District's consent, not to be unreasonably withheld, will be required for any settlement or compromise which would incur any liability for the District or, require the performance or forbearance of any action by the District. The Parties shall fully cooperate in the defense of such lawsuit, and the District shall take all necessary action to correct any alleged defects in actions or inactions pursuant to this Agreement and shall cooperate in taking such additional measures as may be necessary or desirable to carry out the intent of this Agreement.

7.02 In the event any party institutes legal proceedings against another party for violation of this Agreement, each party shall pay its own expenses of such legal proceedings including court costs, reasonable attorney fees, and other customary litigation 3rd party expenses.

7.03 The remedies set forth above in this section are in addition to all other remedies of the Parties as provided by law.

8. WARRANTIES AND REPRESENTATIONS

8.01 Intentionally left blank

8.02 Harp represents and warrants to the District that it has provided the legal description or Permanent Index Numbers of the Hotel Property set forth in this Agreement and that said legal description or Permanent Index Numbers are accurate and correct.

8.03 The District represents and warrants to Harp and the Village, that this Agreement has been duly and validly adopted by the appropriate corporate authorities of the District and constitutes a legally binding obligation of the District and is enforceable in accordance with its terms.

9. MISCELLANEOUS

9.01 In the event legislation is enacted altering the method for assessing real estate or the method for equalizing the assessment of real estate, and such new method(s) would have a material adverse impact on the overall revenue received by the District, the abatements provided for herein shall continue but the Parties hereto shall promptly and diligently meet to develop any appropriate adjustment in the method of calculating the abatements as necessary to reduce such annual abatements in the same proportionate amount as the reduction in overall revenue received by the District as a result of the new legislation, but consideration will be given to extending the time period of the abatement if then permitted by law.

9.02 Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenants, agreement or condition, but the same shall continue in full force and effect.

9.03 Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.

9.04 All section headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

9.05 The officers of Harp executing this Agreement warrant that they are lawfully authorized to execute this Agreement.

9.06 Except for an agreement between Harp and the Village for the management of the TPCC and further provision for financial incentives between the Harp and the Village, this Agreement sets forth all of the promises, inducements, agreement, conditions and understandings between Harp, the Village and the District relative to the subject matter thereof, and there are not promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless authorized in accordance with law and reduced to writing and signed by them.

9.07 This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

9.08 In the event that Harp assigns this Agreement or conveys the Hotel Property to any person or entity which intends to make a substantial change in use, as defined in Section 6.01(a), Harp shall provide notice to the District. Such notice shall include the identity of the person or entity to whom this Agreement is to be assigned or to whom the Hotel Property is to be conveyed and the proposed use to which that person or entity intends to put the Hotel Property.

9.09 Any notice, payment, request, instruction, or other document to be delivered hereunder shall be deemed sufficiently given if in writing and delivered personally or mailed by certified mail, post prepaid, to:

SCHOOL DISTRICTS

Superintendent
Elementary School District 159
60202 Vollmer Road
Matteson, Illinois 60443

COPY TO Hauser, Izzo, Petrarca,
Gleason & Stillman, LLC
19730 Governors Highway, Suite 10
Flossmoor, Illinois 60422
Attn: John M. Izzo

Superintendent
Rich Township
High School District 227
20550 S. Cicero Ave.
Matteson, Illinois 60443

COPY TO Hodges, Loizzi, Eisenhammer,
Rodick & Kohn, LLP
3030 Salt Creek Lane, Suite 202
Arlington Heights, Illinois 60005
Attn: Dean W. Krone

THE HARP GROUP, INC.

The Harp Group, Inc.
601 Oakmont Lane, Suite 420
Westmont, Illinois 60532
Attn: Peter G. Dumon

COPY TO Shapiro & Associates Law
618 Academy Drive, Suite B
Northbrook, Illinois 60062
Attn: Daniel C. Shapiro

VILLAGE OF TINLEY PARK

Tinley Park Village Manager
Tinley Park Village Hall
16250 S. Oak Park Avenue
Tinley Park, Illinois 60477

COPY TO Peterson, Johnson and Murray
200 W. Adams St., Suite 2125
Chicago, Illinois 60606
Attn: Patrick G. Connelly

or such other notice address as such party shall notify the other of pursuant to these notice provisions.

9.10 The Recitals to this Agreement are hereby incorporated as part of this Agreement and are hereby declared and found to be true and correct.

9.11 This Agreement shall be construed in accordance with the governed by the laws of the State of Illinois.

9.12 All provisions of this Agreement shall be deemed severable, and if for any reason any portion of this Agreement is deemed invalid or unenforceable, or contrary to or in conflict with then applicable law, then in any of such events, the invalid, unenforceable, conflicting or materially incompatible provisions shall be severed and deleted from this Agreement, without affecting the validity and enforceability of the other provisions hereof, except that if the tax abatements granted herein are severed from this Agreement, or otherwise not substantially realized by Harp, this Agreement shall thereupon terminate, unless the following shall apply:

If any material provision of this Agreement is or becomes materially incompatible with the procedures or requirements of any governmental agency (*e.g.*, Cook County Clerk's Office), or is otherwise subject to severance, the Parties shall diligently use their reasonable best efforts to negotiate an alternative method of achieving the same result thereby to preserve the benefits and obligations hereof for all Parties hereto.

9.13 Notwithstanding anything to the contrary, this Agreement shall not become binding upon or inure to the benefit of the Parties unless fee title to the Hotel Property is acquired by Harp.

9.14 This Agreement is contingent upon the termination of the Oak Park Tax Increment Financing District by the Village prior to December 31, 2018.

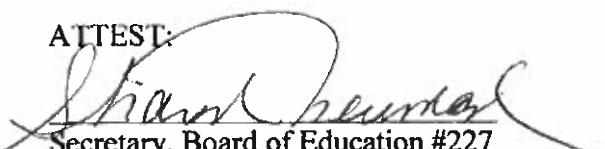
10. GOOD FAITH EFFORT TO RENEGOTIATE

10.1 Within one-hundred twenty (120) days of the termination of this agreement via the expiration of the 10-year abatement period or Harp receiving the cumulative total of four million dollars (\$4,000,000), the Parties agree to meet and to renegotiate in good faith future abatements or other similar tax reimbursements to Harp.

BOARD OF EDUCATION,
RICH TOWNSHIP HIGH SCHOOL DISTRICT 227,
COOK COUNTY, ILLINOIS

By: 
President, Board of Education

ATTEST:


Secretary, Board of Education #227

Dated: 6-19-2018

THE HARP GROUP, INC.

By: _____

(Title)

ATTEST:

Dated: _____

VILLAGE OF TINLEY PARK

By: _____
_____(Title)

ATTEST:

_____ Dated: _____

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2018-R-051

**A RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPMENT
INCENTIVE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK, THE
BOARD OF EDUCATION SCHOOL DISTRICT 159, AND THE HARP GROUP, INC.
RELATING TO THE HOTEL PROPERTY LOCATED AT 18501 HARLEM AVENUE**

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

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

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, and 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. 2018-R-051

**A RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPMENT
INCENTIVE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK, THE
BOARD OF EDUCATION SCHOOL DISTRICT 159, AND THE HARP GROUP, INC.
RELATING TO THE HOTEL PROPERTY LOCATED AT 18501 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 Harp Group, Inc. desires to purchase, upgrade, and manage the Hotel Property located at 18501 Harlem Avenue; and

WHEREAS, the Parties understand the continued first-rate operation of the Hotel Property is directly tied to the future success of the Tinley Park Convention Center which provides a direct and positive economic impact to both the Village of Tinley Park and School District 159; and

WHEREAS, the Oak Park Avenue TIF District will expire at the end of 2018, and tax increment revenue that had been used to support the Convention Center and Hotel Property will no longer be available; and

WHEREAS, to ensure the continued success of the Tinley Park Convention Center and the Hotel Property the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, and the Board of Trustees of the School District 159 believe it is in the best interest of their respective constituents to abate a portion of their year property tax from the Hotel Property as more fully set forth in the Development Incentive Agreement attached hereto as Exhibit 1; 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: 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 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 hereof as **Exhibit 1**, 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: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS _____ day of _____, 2018.

AYES:

NAYS:

ABSENT:

APPROVED THIS _____ day of _____, 2018.

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. 2018-R-051, "A RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK, THE BOARD OF EDUCATION SCHOOL DISTRICT 159, AND THE HARP GROUP, INC. RELATING TO THE HOTEL PROPERTY LOCATED AT 18501 HARLEM AVENUE 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 _____, 2018.

KRISTIN A. THIRION, VILLAGE CLERK

DEVELOPMENT INCENTIVE AGREEMENT FOR THE TINLEY PARK HOTEL AND CONVENTION CENTER

THIS AGREEMENT is made this _____ day of _____, 2018, by the **Board of Education of Elementary School District 159**, Cook County, Illinois (hereinafter sometimes referred to as the “159”), **The Harp Group, Inc.**, an Illinois corporation (hereinafter sometimes referred to “Harp”), and the **Village of Tinley Park, Cook and Will Counties, Illinois**, a home rule municipal corporation (hereinafter referred to as the “Village”) (collectively hereinafter referred to as the “Parties”).

RECITALS

WHEREAS, the Village has expressed a desire to continue its ownership of the Tinley Park Convention Center (hereinafter “TPCC”) on land that it owns within the boundaries of the Districts; and

WHEREAS, Harp has expressed its desire to continue to operate and manage the TPCC, to acquire the Hotel Property, and to continue the operations of the Tinley Park Hotel as a commercial enterprise which it will own and operate within the boundaries 159; and

WHEREAS, Harp has requested incentives from the District in the form of real estate abatements pursuant to the provision of law (35 ILCS 200/18-165) and further incentives from the Village; and

WHEREAS, 159 and the Village desire to grant certain incentives to Harp to acquire the Hotel Property and to continue its commercial operations within such boundaries, subject to certain conditions, restrictions and limitations; and

WHEREAS, the Parties agree to be bound by the provisions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises herein, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

As used herein, unless the context indicates otherwise, or unless specifically defined otherwise, the following terms shall be accorded the following meanings:

1.01 Harp. The Harp Group, Inc., an Illinois corporation.

1.02 Village. Village of Tinley Park, an Illinois Municipal Corporation.

1.03 159. Board of Education of Elementary School District 159, Cook County, Illinois.

1.04 Assessor. The County Assessor of Cook County Illinois, charged with statutory responsibility of appraising and assessing real property.

1.05 Hotel Property. That real estate, currently referred to as the Tinley Park Hotel, located at 18501 Harlem Avenue within the Village of Tinley Park, Cook County, Illinois, and currently identified by the following Permanent Index Number: 31-06-100-027-0000.

1.06 Convention Center Property. That real estate owned by the Village, upon which is currently located most of the Tinley Park Convention Center ("TPCC"), located at 18451 Convention Center Drive within the Village of Tinley Park, Cook County, Illinois, and currently identified by the following Permanent Index Numbers: 31-06-100-040-0000, 31-06-100-041-0000, and 31-06-100-038-0000.

1.07 Permanent Index Number. The number or numbers assigned to real property by the Cook County Clerk pursuant to the system for the listing of real estate for purposes of assessment and collection of taxes.

1.08 Assessed Valuation. The value of the real property as assessed for taxation purposes by the Assessor, or as subsequently modified and certified by the Cook County Board of Review, but not including the equalization of that assessed valuation.

1.09 Abatement. The reduction of taxes levied against particular real estate by discretionary action of a taxing body.

1.10 Insolvency of Harp. Harp's adjudication as bankrupt, general assignment for the benefit of creditors, taking the benefit of any insolvency act, or the appointment of a permanent receiver or trustee in bankruptcy for Harp's property.

1.11 Sale. With respect to real property, the transfer of title and/or assignment of beneficial interest in land trust, provided that a mortgage of the property, collateral assignment of beneficial interest or grant of similar rights for financing purposes shall not constitute a sale of the property under this definition and a syndication or other alternative means of financing that involves the sale of equity interests shall not constitute a sale of the property hereunder.

1.12 Assessment Complaint. An appeal or complaint filed by or on behalf of a taxpayer with the Assessor, the Cook County Board of Review, the Illinois Property Tax Appeal Board, or the Circuit Court of Cook County, or by application for a certificate of error, alleging that real estate has been over assessed or is exempt from taxation.

1.13 Tax Rate Objections. A taxpayer's challenge that all or a portion of a property tax levy, property tax rate, or property tax extension is illegal because of an unlawful act or omission by taxing bodies or the County Clerk.

2. ABATEMENT OF TAXES

2.01 Subject to the terms of this Agreement, 159 and the Village agree to abate *ad valorem* real estate taxes extended against the Hotel Property, as follows:

- (a) Abatements shall begin for a period of ten (10) years, beginning with the 2018 tax year for taxes collected in 2019, or the first levy after this agreement is fully executed, whichever is later.
- (b) The amount abated shall be fifty percent (50%) of the taxes levied and extended upon the improvements on the Hotel Property for 159 and the Village in each year of abatement.
- (c) Annual abatements by 159 and the Village shall continue until the first of the following should occur:
 - (i) duration of 10 tax levy years, commencing with the tax levy year to which the first abatement applies, in which taxes are actually abated as provided herein;
 - (ii) the aggregate taxes abated on the Hotel Property by all taxing bodies equals four million dollars (\$4,000,000). For purposes of this section all taxing bodies shall mean School District 159, School District 227, and the Village of Tinley Park.
 - (iii) the abatement obligations of 159 and the Village terminate as provided for in Article 5 of this Agreement.
- (d) 159 and the Village shall approve the abatement by adopting all necessary and applicable legislative actions, including but not limited to resolution(s) and timely filing such with the County Clerk directing the abatements. 159 and the

Village may subsequently pass a resolution withdrawing the direction to abate, in whole or in part, where 159's and the Village's obligation to abate have been terminated under the provisions of this Agreement. The obligation to abate shall be separately and contractually enforceable as to 159 and the Village. Notwithstanding the above, the Parties agree that this agreement shall be contingent upon the approval of a related abatement agreement, between the Village, Harp and the Board of Education of High School District 227, Cook County, Illinois.

3. OBLIGATIONS OF HARP

3.01 For the duration of this Agreement, Harp shall inform 159 and the Village of any and all changes in the Permanent Index Number identifying the Hotel Property within a reasonable time after Harp is advised by the County of Cook of such changed Permanent Index Numbers. 159 and the Village shall not be held responsible for the tax abatement during a particular year for which Harp's failure to so notify 159 and the Village results in a defective abatement for the Hotel Property caused by an obsolete, incorrect or inaccurate Permanent Index Number, but shall abate in a subsequent year instead, provided Harp's failure was inadvertent and did not result in a revenue loss to 159 and the Village.

3.02 In the event Harp shall file an Assessment Complaint concerning the assessed valuation of the Hotel Property, Harp shall give 159 and the Village concurrent notice upon filing with the Assessor or the Cook County Board of Review, and shall give 159 and the Village thirty (30) days prior notice of the filing of such Assessment Complaint, with the Property Tax Appeal Board or the Circuit Court of Cook County.

3.03 Harp shall provide 159 and the Village, within thirty (30) days of receipt, copies of each of its yearly real estate tax bills on the Hotel Property when rendered, for purposes of auditing compliance with this Agreement.

3.04 Harp shall provide 159 and the Village, within thirty (30) days of payment of the real estate taxes on the Hotel Property, copies of the paid property tax receipt for the Hotel Property, for purposes of auditing compliance with this Agreement.

3.05 In the event 159 or the Village have not already adopted a multi-year resolution covering that year's abatement, Harp shall provide, no earlier than September 15 and no later than November 15 of the tax year in which the abatement resolution is due, a notice to 159 and the Village of 159's and the Village's obligation to approve an abatement resolution for that year.

3.06 Harp shall be available, at no cost to 159, for consultation and input to 159 for the purpose of providing advice regarding the design, layout, construction, or renovation of the kitchen located/to be located at one of 159's schools. 159 agrees that Harp shall have no liability to 159, its officers, agents, contractors employees or agents for any damages, injuries, or claims whatsoever for said advice or consultation.

3.07 During the term of the abatement period, Harp shall provide 159 and the Village with the best rates available when renting space at the TPCC. Furthermore, the following 159 events held at the TPCC shall be exempt from rental fees for use, not including food and beverage costs:

- i. end of year ceremonies for 159, during the term of this Agreement;
- ii. three (3) additional events to 159 on dates and at times mutually acceptable to the District and Harp.

Furthermore, Harp shall make the Hotel available for guided fieldtrips from class groups of 159 no less than once a semester.

4. OBLIGATIONS OF VILLAGE

4.01 The total annual amount of the incentive to Harp shall be \$750,000.00 inclusive of all abatements of the Board of Education of High School District 227 and 159 as set forth above including the Village's. Each year the Village shall pay the difference between the yearly abatement and \$750,000.00 from any sources of funds legally available to the Village.

4.02 Prior to the sale of the Convention Center Property to another party, whether to Harp or to anyone else, the Village shall provide 159 with at least 60 days' notice of the transaction.

4.03 The Village shall not establish tax increment financing for a redevelopment project area which includes the Hotel Property or the Convention Center Property during the life of this Agreement without the written consent of 159, not to be unreasonably withheld; provided, however, that 159 shall not challenge the tax-exempt status of the Village's interest in the Convention Center Property.

5. PROHIBITED ACTS

5.01 Failure of Harp to pay in full within 90 days after the period provided by law all legally validly assessed and computed real estate taxes which are extended and billed against the Hotel Property shall be considered a prohibited act for purposes of this Agreement.

5.02 For a period commencing on the date of this Agreement and concluding on December 31 of the year in which the last abatement provided for herein is realized, Harp shall not file Tax Rate Objections or otherwise challenge the rate of taxes levied and extended by District.

5.03 Harp shall not file an Assessment Complaint in any form for the tax year 2018 or for any subsequent tax year until 159's obligation to abate taxes under this Agreement is completed, except as permitted in this Section 5.03.

(a) Harp may file an assessment appeal with the Assessor or with the Cook County Board of Review for any year, provided that it provides the notice required under Section 3.02 above.

(b) For any year beginning with 2018 and ending with the last year when Harp receives the benefit of the abatement of taxes by 159 under this Agreement, Harp may file an Assessment Complaint with the Illinois Property Tax Appeal Board or with the Circuit Court of Cook County, provided that it provides the notice required under Section 3.02 above and provided further that any reductions in 159's and the Village's property tax distributions resulting from refunds awarded to Harp, pursuant to 35 ILCS 200/23-20, shall be offset by commensurate reductions in the amount of subsequent abatements by 159's or by monetary reimbursements to 159 by Harp. This offset applies only to reductions due to such refunds and not to assessment or tax reductions which are otherwise achieved.

5.04 159 shall not file, nor cause to be filed, any Assessment Complaint or Assessment Appeal in any form with respect to the Hotel Property during the time period set forth in Section 2.01(c) of this Agreement.

5.05 For a period of time commencing on the date of this Agreement and concluding five (5) years following December 31 of the year in which the last abatement provided for herein is realized, neither Harp (including any entity affiliated with Harp) nor any party with which Harp has contracted to sell, lease or otherwise transfer an interest in real property shall develop or cause the development of the Hotel Property for residential purposes, unless Harp has first obtained the written consent thereto by 159, which consent shall not be unreasonably withheld.

5.06 For a period of time commencing on the date of this Agreement and concluding five (5) years following December 31 of the year in which the last abatement provided for herein is realized, Harp shall be prohibited from filing a petition to detach the Hotel Property from the territorial boundaries of the District or from otherwise cooperating with or encouraging a detachment petition filed by another with respect to the Hotel Property or any part thereof.

6. CANCELLATION OF ABATEMENTS

6.01 Subject to the limitations of Section 6.02, the obligations of 159 and the Village to abate taxes herein shall be terminated upon the occurrence of any of the following:

(a) A substantial change in the use of the Hotel Property after the sale of the Hotel Property as defined in Section 1.11 of this Agreement. A “substantial change in the use” shall include changes to the following use: adult-themed bookstores, gentlemen’s clubs, auto wreckage, dumps or landfills, and industrial manufacturing plants which pollute the environment, or a similar commercial or industrial use.

(b) On the occurrence of any of the prohibited acts specified in Article 4 of this Agreement.

(c) Harp materially breaches any provision of this Agreement, notwithstanding Section 6.02.

6.02 If the District and/or the Village become aware of the occurrence of any event which, if uncured, would terminate 159's obligation to abate taxes, 159 shall promptly provide Harp with notice of such event. If Harp, within 30 days of such notice cures the event, 159's obligations to abate taxes shall not be terminated. If Harp does not timely cure, 159 may direct the County Clerk to cease all future abatements provided that if cure is possible, the Parties shall diligently use their reasonable best efforts to negotiate an alternative to attempt an alternative means of carrying out the intent of this Agreement.

6.03 Nothing in this Agreement shall prohibit Harp from assigning this Agreement and the rights, duties, and obligations of Harp hereunder to a single purpose entity, a limited liability company, general or limited partnership or other entity which is an affiliate of Harp or which is controlled by Harp without the necessity of securing the Village's or either District's prior consent or approval; provided, however, that if said assignee fails to comply with its obligations to 159 set forth in Section 3.07 of this Agreement, Harp remains obligated to provide benefits to the 159 comparable to those set forth in Sections 3.06 and 3.07 of this Agreement.

7. REMEDIES

7.01 In the event that any person or persons not party to this Agreement institute any legal proceedings against the Village, Harp, and/or 159 for any willful or reckless actions

or inactions pursuant to the terms of this Agreement, Harp, upon notice from 159 shall fully assume the entire defense of such lawsuit and all legal expenses of whatever nature relating to such defense and hold 159 harmless from liability in such lawsuits. In that event, Harp shall have control over the litigation and any settlement or compromise of the lawsuit, provided that the 159's consent, not to be unreasonably withheld, will be required for any settlement or compromise which would incur any liability for 159 or, require the performance or forbearance of any action by 159. The parties shall fully cooperate in the defense of such lawsuit, and 159 shall take all necessary action to correct any alleged defects in actions or inactions pursuant to this Agreement and shall cooperate in taking such additional measures as may be necessary or desirable to carry out the intent of this Agreement.

7.02 In the event any party institutes legal proceedings against another party for violation of this Agreement, each party shall pay its own expenses of such legal proceedings including court costs, reasonable attorney fees, and other customary litigation 3rd party expenses.

7.03 The remedies set forth above in this section are in addition to all other remedies of the Parties as provided by law.

8. WARRANTIES AND REPRESENTATIONS

8.01 Intentionally left blank

8.02 Harp represents and warrants to 159 that it has provided the legal description or Permanent Index Number of the Hotel Property set forth in this Agreement and that said legal description or Permanent Index Number is accurate and correct.

8.03 159 represents and warrants to Harp and the Village that this Agreement has been duly and validly adopted by the appropriate corporate authorities of 159 and constitutes a legally binding obligation of 159 and is enforceable in accordance with its terms.

9. MISCELLANEOUS

9.01 In the event legislation is enacted altering the method for assessing real estate or the method for equalizing the assessment of real estate, and such new method(s) would have a material adverse impact on the overall revenue received by 159, the abatements provided for herein shall continue but the Parties hereto shall promptly and diligently meet to develop any appropriate adjustment in the method of calculating the abatements as necessary to reduce such annual abatements in the same proportionate amount as the reduction in overall revenue received by 159 as a result of the new legislation, but consideration will be given to extending the time period of the abatement if then permitted by law.

9.02 Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenants, agreement or condition, but the same shall continue in full force and effect.

9.03 Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.

9.04 All section headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

9.05 The officers of Harp executing this Agreement warrant that they are lawfully authorized to execute this Agreement.

9.06 Except for agreement between Harp and the Village for the management of the TPCC and further provision for financial incentives between the Harp and the Village, this Agreement sets forth all of the promises, inducements, agreement, conditions and understandings between Harp, the Village and 159 relative to the subject matter thereof, and there are not promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless authorized in accordance with law and reduced to writing and signed by them.

9.07 This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

9.08 In the event that Harp assigns this Agreement or conveys the Hotel Property to any person or entity which intends to make a substantial change in use, as defined in Section 6.01(a), Harp shall provide notice to 159. Such notice shall include the identity of the person or entity to whom this Agreement is to be assigned or to whom the Hotel Property is to be conveyed and the proposed use to which that person or entity intends to put the Hotel Property.

9.09 Any notice, payment, request, instruction, or other document to be delivered hereunder shall be deemed sufficiently given if in writing and delivered personally or mailed by certified mail, post prepaid, to:

SCHOOL DISTRICTS

Superintendent
Elementary School District 159
60202 Vollmer Road
Matteson, Illinois 60443

COPY TO Hauser, Izzo, Petrarca,
Gleason & Stillman, LLC
19730 Governors Highway, Suite 10
Flossmoor, Illinois 60422
Attn: John M. Izzo

Superintendent
Rich Township
High School District 227
20550 S. Cicero Ave.
Matteson, Illinois 60443

COPY TO Hodges, Loizzi, Eisenhammer,
Rodick & Kohn, LLP
3030 Salt Creek Lane, Suite 202
Arlington Heights, Illinois 60005
Attn: Dean W. Krone

THE HARP GROUP, INC.

The Harp Group, Inc.
601 Oakmont Lane, Suite 420
Westmont, Illinois 60532
Attn: Peter G. Dumon

COPY TO Shapiro & Associates Law
618 Academy Drive, Suite B
Northbrook, Illinois 60062
Attn: Daniel C. Shapiro

VILLAGE OF TINLEY PARK

Tinley Park Village Manager
Tinley Park Village Hall
16250 S. Oak Park Avenue
Tinley Park, Illinois 60477

COPY TO Peterson, Johnson and Murray
200 W. Adams St., Suite 2125
Chicago, Illinois 60606
Attn: Patrick G. Connolly

or such other notice address as such party shall notify the other of pursuant to these notice provisions.

9.10 The Recitals to this Agreement are hereby incorporated as part of this Agreement and are hereby declared and found to be true and correct.

9.11 This Agreement shall be construed in accordance with the governed by the laws of the State of Illinois.

9.12 All provisions of this Agreement shall be deemed severable, and if for any reason any portion of this Agreement is deemed invalid or unenforceable, or contrary to or in conflict with then applicable law, then in any of such events, the invalid, unenforceable, conflicting or materially incompatible provisions shall be severed and deleted from this Agreement, without affecting the validity and enforceability of the other provisions hereof, except that if the tax abatements granted herein are severed from this Agreement, or otherwise not substantially realized by Harp, this Agreement shall thereupon terminate, unless the following shall apply:

If any material provision of this Agreement is or becomes materially incompatible with the procedures or requirements of any governmental agency (*e.g.*, Cook County Clerk's Office), or is otherwise subject to severance, the parties shall diligently use their reasonable best efforts to negotiate an alternative method of achieving the same result thereby to preserve the benefits and obligations hereof for all parties hereto.

9.13 Notwithstanding anything to the contrary, this Agreement shall not become binding upon or inure to the benefit of the Parties unless fee title to the Hotel is acquired by Harp.

9.14 This Agreement is contingent upon the termination of the Oak Park Tax Increment Financing District by the Village on or prior to December 31, 2018.

10. GOOD FAITH EFFORT TO RENEGOTIATE

10.1 Within 120 days of the termination of this agreement via the expiration of the 10-year abatement period or Harp receiving the cumulative total of \$4,000,000, the Parties agree to meet and to renegotiate in good faith future abatements or other similar tax reimbursements to Harp.

BOARD OF EDUCATION OF ELEMENTARY SCHOOL
DISTRICT 159, COOK COUNTY, ILLINOIS

By: _____
President, Board of Education

ATTEST:

Secretary, Board of Education #159

Dated: _____

THE HARP GROUP, INC.

By: _____

(Title)

ATTEST:

Dated: _____

VILLAGE OF TINLEY PARK

By: _____

(Title)

ATTEST:

Dated: _____

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2018-R-052

**A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE TINLEY
PARK CONVENTION CENTER MANAGEMENT CONTRACT BETWEEN THE
HARP GROUP, INC, AND THE VILLAGE OF TINLEY PARK**

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

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2018-R-052

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE TINLEY PARK CONVENTION CENTER MANAGEMENT CONTRACT BETWEEN THE HARP GROUP, INC, AND THE VILLAGE OF TINLEY PARK

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, on December 12, 2018 the Village of Tinley Park ("Village") and The Harp Group, Inc., (as successor in interest to Tinley Park Hotel and Convention Center, LLC,) ("TPHCC") entered into a Convention Center Management Contract ("Contract"), to provide certain marketing and management services for the Tinley Park Convention Center; and

WHEREAS, the Village and TPHCC have previously negotiated and now desire to enter in a First Amendment to said Contract ("First Amendment"), attached hereto as **Exhibit 1**, to extend the Contract length and amend the obligations of TPHCC under said Contract; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, have determined that it is in the best interest of said Village and its residents to enter into said First Amendment; 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 preambles hereto are hereby made a part hereof, along with the operative provisions of this Resolution as if completely repeated at length herein.

SECTION 2: That the 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 to enter into said First Amendment and that the Village President is hereby authorized to execute said First Amendment on behalf of the Village, with said First Amendment to be substantially in the form attached hereto and made a part hereof as **Exhibit 1**, subject to review and revision as to from 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: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

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 17th day of July 2018.

AYES:

NAYS:

ABSENT:

APPROVED THIS 17th day of July 2018.

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. 2018-R-052, "A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE TINLEY PARK CONVENTION CENTER MANAGEMENT CONTRACT BETWEEN THE HARP GROUP, INC, AND THE VILLAGE OF TINLEY PARK," which was adopted by the President and Board of Trustees of the Village of Tinley Park on July 17, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of July, 2018.

KRISTIN A. THIRION, VILLAGE CLERK

FIRST AMENDMENT TO CONVENTION CENTER MANAGEMENT CONTRACT

This First Amendment to Convention Center Management Contract (“**Amendment**”), effective as of _____, _____, is entered into by and between the Village of Tinley Park, an Illinois municipal corporation (herein referred to as “**Owner**” and/or the “**Village**” and The Harp Group, Inc., an Illinois corporation (as successor in interest to Tinley Park Hotel and Convention Center, LLC, an Illinois limited liability corporation (“**TPHCC**”) (“**Manager**”) (hereinafter collectively referred to as “**Parties**”).

RECITALS

WHEREAS, on December 12, 2008, the Village and TPHCC entered into that certain Convention Center Management Contract (the “**Contract**”), a copy of which is attached hereto as **Exhibit A**, pursuant to which TPHCC was engaged by the Village to provide certain marketing and operational management of an approximate 64,000 square foot conference and convention center in Tinley Park, Illinois, on an approximate 12.4 acre parcel of real estate legally described on **Exhibit B** attached hereto and made a part hereof (said parcel of real estate and the improvements thereon shall hereinafter be referred to as the “**Property**”). The Property, and building, and all fixtures, furniture and equipment located therein, together with the surface parking, are collectively referred to as the “**Convention**”; and

WHEREAS, on TPHCC intends to assign its interest in the Contract to The Harp Group, Inc.; and

WHEREAS, Owner wishes to utilize the services of Manager in the management, marketing and operation of the existing Convention Center and wishes to continue to do so; and

WHEREAS, Owner wishes retain ownership of the Convention Center and enter into and amended Management Contract with Manager for the purpose of (1) defining the term of the Management Contract; (2) implementing changes to the obligations of the Manager; (3) promoting the growth and enhancement of the community, encouraging visitors to the Village, and promoting the holding conventions, conferences, and trade shows in the Village, and

1. Amendment of the Convention Center Management Contract.

- a. The Contract’s Recitals are hereby amended and restated in their entirety as provided above.
- b. Throughout the entire Contract, any reference to the “Development Agreement” is hereby stricken.
- c. Section 1 of the Contract is hereby amended and restated in its entirety as follows:

“1. Term of Contract.

The term of this Contract shall commence on the effective date of the execution of this Agreement and shall expire at midnight on the twentieth (20th) anniversary.

- d. Section 2 of the Contract is hereby amended by deleting it in its entirety.
- e. Section 4 of the Contract is hereby amended and restated in its entirety as follows:

“4. Costs and Expenses.

Manager shall be responsible for all costs and expenses incurred in connection with the Convention Center, including, but not limited to, maintenance, repair, replacements, operating costs, supplies, utilities (including all water, electricity, gas, garbage removal, heat, telephone, cable television, hot water, and other consumable services supplied to or in respect of the Convention Center), advertising on a regional or a national level for full utilization of this Convention Center, and all other costs in connection with the operation and use of the Convention Center. Such work shall include, but not be limited to, repairs, replacement and maintenance of the roof, all parking lots, and non-structural aspects of the Convention Center, heating and air conditioning equipment, sidewalks, all utility lines and services, boiler, sprinkler systems, parking area (including repaving when needed), elevators, interior walls, plumbing and electrical systems, drains, doors, windows, plate glass and glass, outside walls, lawn and landscaping. Manager shall also, at its expense, be responsible for all cleaning, painting, decorating, carpentry work and all janitorial services with respect to the Convention Center site and be responsible for snow and ice removal (except from public roads), grass mowing, and maintenance of trees and other landscaping. The Manager will not be responsible for work covered by builder guarantees and manufacturer warranties. The parties acknowledge that it is their intention that Owner shall have no responsibility nor liability for any costs, except those specified herein.

- (a) Convention Center Major Capitol Expense Fund. On January 31st of each year the Manager shall remit an amount equal to five percent (5%) of the gross receipts generated from the Convention Center in the previous calendar year to be held by Manager's Lender pursuant to an agreed upon escrow agreement by and between the parties to this Agreement and by Manager's lender. The Parties shall agree to a five-year (5) Major capital improvement Budget and Plan and all proceeds of the Convention Center Major

Capitol Expense Fund shall be spent in accordance with the above referenced Budget and Plan.

- (b) 2018 Parking Lot Resurfacing: Notwithstanding the language set forth in Section 4 above, the Village has scheduled and budgeted for the resurfacing the Convention Center Parking Lot in 2018 using funds available from the Oak Park Avenue TIF Fund. The Village shall receive a reduction in any payment due and owing as set forth in the Abatement Agreements executed between the Village, Districts 159, 227, and the Harp Group equal to 50% of the amount spent on the parking lot resurfacing or other improvements paid for by the Village from the TIF Fund up to a maximum amount of \$400,000 in the same year in which the parking lot expenditure was made .

f. Section 5 of the Contract is hereby amended and restated in its entirety as follows:

“5. Obligations Pertaining to the Hotel Property.

The Parties each recognize the importance of the continuous operation of the adjoining hotel business and property to the success of the Convention Center. In recognition of the dependence of each property to the other, the Parties agree to the following:

Within thirty-six (36) months from the date of execution of this Contract the Manager shall convert the Hotel Property from a Holiday Inn into a Sheraton brand hotel, Doubletree by Hilton, Tapestry by Hilton, Delta by Marriott, Tribute by Marriott as pre-approved brands or another similar brand reasonably acceptable to the Village. If the Hotel Property is not converted as set forth herein within the aforementioned timeframe, the Owner may seek approval from the Village of a six- month extension for same which request shall not be unreasonably refused, denied or delayed by the Village. If the Manager does not convert the Hotel Property within the time limits set forth in this Section 5, then the Village shall not owe any monies it would otherwise be obligated to pay via the Abatement agreements or under this Agreement. Manager shall also return 50% of any monies paid by the Owner pursuant to the Abatement Agreements back to the Owner.

- a. The Parties recognize that the Abatement Agreements are likely to expire prior to the expiration of this Agreement. In the event the Owner, Districts, and Manager are not able to work out a new Abatement Agreement, the Owner shall rebate the following amounts of the Hotel Operator’s Occupancy Tax generated solely

by the Hotel during the remaining term of the Contract on an annual basis.

- i. All amounts up to \$350,000 of the Hotel Operator's Occupancy Tax Generated solely by the Hotel shall be shared equally (50% each) by the Owner and the Manager. In no event shall the Village's share be less than \$175,000. Accordingly, if the Hotel generates less than \$350,000 then the Manager's 50% share shall be reduced accordingly.
 - ii. The Manager shall retain 75% of the Hotel Operator's Occupancy Tax generated solely by the Hotel in excess of \$350,00 and up to \$500,000.
 - iii. The Manager shall retain 85% of the Hotel Operator's Occupancy Tax in excess of \$500,000.
 - iv. Notwithstanding anything set forth to the contrary in this Section 4, in no event shall Manager's share of the Hotel Operator's Occupancy Tax generated solely by the Hotel exceed \$750,000.
- b. Nothing in this Agreement shall prohibit the Manager from assigning this Agreement and the rights, duties, and obligations of the Manager hereunder to a single purpose entity, a limited liability company, general or limited partnership or other entity which is an affiliate of the Manager or which is controlled by the Manager without the necessity of securing the Village's prior consent or approval, nor shall Manager be prohibited from collaterally assigning this Agreement to Manager's lender without the necessity of securing the Village's prior consent or approval. Any and all replacement or subsequent Manager must be approved by the Village. Said approval shall not be unreasonably denied, delayed or refused. If the Owner does not approve the first two replacement or subsequent Managers, then the Owner shall have the option to choose the replacement Manager.
- c. If the Manager receives any tax incentives and/or credits from Cook County or State, prior to the expiration of the Abatement Agreements or throughout the life of this agreement then any such credit will be applied as a credit towards the abatement obligations of the Schools Districts first, then to any amounts owed by the Owner so that the total amount received equals seven

hundred fifty thousand dollars (\$750,000) annually. In the event the tax incentive is received after the expiration of the Abatement the full credit shall apply to the Village's obligation to rebate the Hotel Operator's Occupancy Tax.

- g. Section 7 of the Contract is hereby amended and restated in its entirety as follows:

"7. Manager's Control.

Except as otherwise provided herein, Manager shall have uninterrupted and exclusive control of the operation of the Convention Center. Accordingly, Manager shall solely determine rental rates, charges for other Convention Center services, appropriate uses of the Convention Center, policies relating to credit and all phases of publicity and promotion. Manager shall operate the Convention Center in accordance with its written Policy entitled Security and Traffic Management Policy, which is attached hereto as Exhibit F.

Manager agrees to allow not less than ten (10) events, to be designated by Owner, for local or regional expositions or governmental seminars at a best rate, if space is available. Manager agrees to provide Owner with rental free use of meeting and/or event space for any meetings or events held by the Village of Tinley Park.

- h. The second and third sentence of Section 9 of the Contract is hereby amended and restated in its entirety as follows:

"The job description for this position is attached hereto as Exhibit G. The minimum qualifications for this position are attached hereto as Exhibit H."

- i. Subsections (iii) through (v) of Section 13 of the Contract is hereby amended by deleting said subsections in their entirety.

- j. Section 17 of the Contract is hereby amended with the following names and addresses:

"OWNER: Village Manager
Tinley Park Village Hall
16250 S. Oak Park Avenue
Tinley Park, Illinois 60477

With a copy to: Peterson, Johnson & Murray
200 W. Adams St., Suite 212
Chicago, Illinois 60606
Attn: Patrick G. Connelly

MANAGER: The Harp Group, Inc.

With a copy to: Shapiro & Associates Law

601 Oakmont Lane, Suite 420
Westmont, Illinois 60532
Attn: Peter G. Dumon

618 Academy Drive, Suite B
Northbrook, Illinois 60062
Attn: Daniel C. Shapiro

2. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by Adobe PDF format, facsimile or by electronic transmission of a scanned page shall be effective as delivery of a manually executed counterpart to this Amendment.

3. Governing Law. This Amendment shall be governed by and construed in accordance with the Laws of the State of Illinois, Cook County. Each Party to this Amendment agrees that any action or proceeding arising out of or relating to this Amendment may be instituted in the courts of Cook County, Illinois, waives any objection which it may have now or hereafter to the venue of any such action or proceeding, irrevocably submits to the nonexclusive jurisdiction of such courts in any such action or proceeding, agrees to be bound by any judgment of such courts and agrees not to seek, and hereby waives, any review of the merits of any such judgment by the courts of any other jurisdiction.

4. Execution Warranty. Each individual signing this Amendment warrants that such execution has been duly authorized by the Party for which such individual is signing, that the execution and performance of this Amendment by such Party has been duly authorized by all applicable laws and regulations and all necessary corporate action, if any, and that this Amendment constitutes the valid and enforceable obligation of such Party in accordance with the terms of the Asset Management Agreement and this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to Convention Center Management Contract to be executed and delivered as of the day and year first above written.

OWNER:

VILLAGE OF TINLEY PARK

By: _____
Village President

MANAGER:

THE HARP GROUP, INC., an Illinois corporation

By: _____

ATTEST:

By: _____
Village Clerk

By: _____

COMMENTS FROM THE BOARD

EXECUTIVE SESSION

ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- A. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY**
- B. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.**
- C. THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY.**
- D. COLLECTIVE NEGOTIATING MATTERS BETWEEN THE PUBLIC BODY AND ITS EMPLOYEES OR THEIR REPRESENTATIVES, OR DELIBERATIONS CONCERNING SALARY SCHEDULES FOR ONE OR MORE CLASSES OF EMPLOYEES.**
- E. LITIGATION, WHEN AN ACTION AGAINST, AFFECTING OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE 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.**

ADJOURNMENT