

NOTICE OF A SPECIAL MEETING OF THE COMMITTEE OF THE WHOLE

A special meeting of the Committee of the Whole is scheduled for
Tuesday, September 29, 2020 beginning at 6:00 p.m.

A copy of the agenda for this meeting is attached hereto and
can be found at www.tinleypark.org.

NOTICE - MEETING MODIFICATION DUE TO COVID-19

Pursuant to Governor Pritzker's Executive Order 2020-07, Executive Order 2020-10, Executive Order 2020-18, Executive Order 2020-32, Executive Order 2020-33, Executive Order 2020-39, and Executive Order 2020-44, which collectively suspends the Illinois Open Meetings Act requirements regarding in-person attendance by members of a public body during the duration of the Gubernatorial Disaster Proclamation, issued on June 26, 2020, the members of the Committee of the Whole may be participating in the meeting through teleconference.

A livestream of the electronic meeting will be broadcasted at Village Hall. Pursuant to Governor's Executive Order No. 2020-43 and CDC guidelines, no more than 50 people or 50% of the maximum capacity will be allowed in the Council Chambers at any one time, so long as attendees comply with social distancing guidelines. Anyone in excess of maximum limit will be asked to wait in another room with live feed to the meeting until the agenda item for which the person or persons would like to speak on is being discussed or until the open floor for public comments.

Public comments or requests to speak may also be emailed in advance of the meeting to clerksoffice@tinleypark.org or placed in the Drop Box at the Village Hall by noon on Tuesday, September 29, 2020.

Kristin A. Thirion

Clerk

Village of Tinley Park

MEETING NOTICE
VILLAGE OF TINLEY PARK
SPECIAL MEETING OF THE COMMITTEE OF THE WHOLE

NOTICE IS HEREBY GIVEN that a Special Committee of the Whole Meeting of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, September 29, 2020, beginning at 6:00 p.m. in Council Chambers, located in the Tinley Park Village Hall, 16250 South Oak Park Avenue, Tinley Park, Illinois 60477.

The agenda is as follows:

1. CALL MEETING TO ORDER.
2. CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL COMMITTEE OF THE WHOLE MEETING HELD ON SEPTEMBER 15, 2020.
3. DISCUSS CONTRACT WITH RICK DANDAN (DBA LAKESIDE CONSULTANTS).
4. DISCUSS 80TH AVENUE TRAIN STATION SETTLEMENT AGREEMENT.
5. DISCUSS VIDEO GAMING LICENSE FOR POP'S BEEF.
6. DISCUSS SIDEWALKS ON OAK PARK AVENUE BETWEEN 167TH STREET AND 171ST STREET.
7. DISCUSS HALLOWEEN UPDATES.
8. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION
VILLAGE CLERK

MINUTES
Special Meeting of the Committee of the Whole
September 15, 2020 – 6:15 p.m.
Village Hall of Tinley Park – Council Chambers
16250 S. Oak Park Avenue
Tinley Park, IL 60477

President Pro Tem Glotz called the special meeting of the Committee of the Whole on September 15, 2020, to order at 6:15 p.m.

At this time, President Pro Tem Glotz stated this meeting was conducted remotely via electronic participation consistent with Governor Pritzker's Executive Orders suspending certain requirements of the Open Meetings Act provisions relating to in-person attendance by members of a public body due to the COVID-19 pandemic. President Pro-Tem Glotz introduced ground rules for effective and clear conduct of Village business. Elected officials confirmed they were able to hear one another.

Clerk Thirion called the roll. Present and responding to roll call were the following:

Members Present:

- M. Glotz, Village President Pro Tem
- K. Thirion, Village Clerk
- C. Berg, Village Trustee (Participated Electronically)
- W. Brady, Village Trustee
- W. Brennan, Village Trustee
- D. Galante, Village Trustee (Participated Electronically)
- M. Mueller, Village Trustee

Members Absent:

- J. Vandenberg, Village President

Staff Present:

- D. Niemeyer, Village Manager
- P. Carr, Assistant Village Manager
- L. Godette, Deputy Clerk
- J. Urbanski, Public Works Director
- K. Clarke, Community Development Director
- M. Walsh, Police Chief

Others Present:

Item #2 - CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL COMMITTEE OF THE WHOLE MEETING HELD ON SEPTEMBER 1, 2020 – Motion was made by Trustee Glotz, seconded by Trustee Galante, to approve the minutes of the Special Committee of the Whole meeting held on September 1, 2020. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

Item #3 – DISCUSS FREEDOM POND LANDSCAPE ENHANCEMENTS PHASE 2 PROJECT – John Urbanski, Public Works Director, presented the Freedom Pond project. In 2017 the construction of Freedom Pond at the former Panduit property began. This retaining pond was to assist with Metropolitan Water Reclamation District (MWRD) requirements for rainfall detention of the newly developed downtown area. During the efforts to design the pond, a committee of residents was created to offer recommendations of beautification and useability to enhance the base design. The committee offered recommendations along with this upgrade that we have described as the Phase 2 Enhancements. Shortly after the completion of Phase 1, the MWRD reconstruction efforts at the intersection of 175th & Ridgeland impeded progress into the next phase. It has also been determined the best approach to implementation of Phase 2 was to sub-divide into a “North” and “South” phase based on the upcoming

reconstruction of the adjacent streets and right-of-way and have the South phase added to the Cook County Department of Transportation and Highways construction contract.

This work was bid on Monday, August 31, 2020, with a scope to include but not limited to:

- Installation of site-wide landscaping.
- Installation of a lookout deck and landscaping at the northernly corner.
- Installation of north-east corner landscaping and plaza.
- Installation of north-west corner landscaping and plaza for connection to future path.
- Purchase of materials for future installation of south plazas.

Bids were publicly read aloud at 12:00 P.M. on Monday, August 31, 2020, by the Deputy Clerk with the Public Works Director and Site Design representative present and received as follows:

Contractor:	Location	Bid Proposal
Integral	Romeoville, IL	\$226,320
Copenhaver	Gilberts, IL	\$226,759
Cardinal State	Barrington Hills, IL	\$448,349

Bid Allowance.....	\$7,500
Engineer's Estimate.....	\$229,000

Motion was made by Trustee Glotz, seconded by Trustee Brennan, to recommend the Freedom Pond landscape enhancements phase 2 project, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

Item #4 - DISCUSS 174TH STREET AND 67TH COURT SITE AND BUILDING IMPROVEMENTS PROJECT

– Mr. Urbanski presented the 174th Street & 67th Court project. During the efforts to coordinate underground burial of the pole-mounted utilities in the area of the Boulevard Project (South St. & 174th St. at 67th Ct.), it was determined the necessary ComEd equipment was to be placed on a recently acquired easement behind the facility (17407 67th Ct.). In order to install the required ComEd switchgear and a new transformer, the previous electrical service to the adjacent facility needed to be rerouted from an overhead mast arm to an underground service. Along with this upgrade, it was determined that the other necessary work in the area would be done in conjunction.

Bids were publicly read aloud at 10:00 A.M. on Wednesday, September 2, 2020, by the Deputy Clerk with the Public Works Director, and a representative from Christopher B. Burke Engineering, Ltd present and received as follows:

Contractor:	Location:	Bid Proposal:
Utility Dynamics Corp.	Oswego, IL	\$51,951.50

Engineer's Estimate:\$42,900.00

Motion was made by Trustee Glotz, seconded by Trustee Mueller, to recommend the 174th Street and 67th Court site and building improvements project, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

Item #5 - DISCUSS THE FOLLOWING PARKING AGREEMENTS: a. 17344 OAK PARK AVENUE – ELEVATED ENTERPRISES, LLC; b.17358 OAK PARK AVENUE – RUBRICS INC.

– Kimberly Clarke, Community Development Director, presented the parking and encroachment agreements. The Village entered into access agreements with the property owners of 17344 (Primal Cut)

and 17358 (Hollsteins) Oak Park Avenue (OPA) in September 2000 as part of the Village's efforts to create public parking in this area. Through these 20-year lease agreements, the Village was able to obtain the rights to use the area behind these commercial buildings to construct a municipal parking lot. This addressed a parking concern for Metra users and downtown businesses. The Village paid for all of the improvements which included access from 173rd Place, Oak Park Avenue and 68th Court and the creation of over 80 parking spaces. These agreements are set to expire on October 11, 2020, therefore Staff is working with the property owners, Tom Hynes, (17344 OPA) and Declan Stapleton, (17358 OPA), to renew the agreements. In addition to the access agreements, both properties encroach on Oak Park Avenue right-of-way (ROW) for their front patios. Primal Cut is proposing to enclose this area to provide year-round use of the area. Use of public ROW requires a 'right to encroach' through a ROW Encroachment Agreement.

The agreement with Hynes has been complicated due to the planning for an outdoor patio by his tenant, Paul Spass (Primal Cut). Mr. Spass has expressed interest in developing an outdoor patio at the rear (west) side of the building that will encroach on the existing 24' wide two-way drive aisle. He has requested the aisle be reduced to a 20' wide one-way drive aisle (southbound). Reducing the drive aisle in this manner will impact the conditions of the existing agreements with both property owners. Staff has worked with the Village Attorney to revise the agreements so that access to the municipal parking lot is protected regardless if Mr. Spass moves forward with his patio plans.

17344 OPA Access Agreement (Tom Hynes):

- Village leases west 24' feet of Hynes' property to maintain current 24' two-way aisle configuration (minus 20' for parking for Primal Cut use);
- Term of lease is October 10, 2020 - October 9, 2040;
- Owner agrees to maintain access in an unobstructed manner;
- Village shall provide 3 parking spaces for the exclusive use of Owner's residential tenants;
- Village shall maintain trash enclosure; Owner is responsible for removal of all rubbish and debris in the dumpster area; and
- Owner has right to reconfigure access aisle to a one-way 20' southbound drive aisle during the life of the agreement conditioned upon the Owner paying for all improvements related to the reconfiguration of the drive aisle including, but not limited to, the reconfiguration of the parking stalls west of the drive aisle (including the three tenant parking spaces), the entrance from 173rd Place including new curb, any requisite utility relocation, all curb on and off-site required for the reduction in aisle width and signage.

17358 OPA Access Agreement (Declan Stapleton):

- Village leases a portion of Stapleton's property in its current configuration;
- Village continues to limit parking in the municipal parking lot to three hours;
- At no time will the lot be designated as a commuter parking lot;
- Village shall maintain trash enclosure; Owner is responsible for removal of all rubbish and debris in the dumpster area;
- Village will continue to reserve 2 parking spaces for Owner's tenants; and
- Village will continue to reserve 20 spaces for Hollstein's customers.

Motion was made by Trustee Mueller, seconded by Trustee Brady, to recommend the parking agreements, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

Item #6 – DISCUSS THE FOLLOWING ENCROACHMENT AGREEMENTS: a. 17344 OAK PARK AVENUE – ELEVATED ENTERPRISES, LLC; b.17358 OAK PARK AVENUE –

RUBRICS INC – Ms. Clarke presented the encroachment agreements. Recent surveys of both properties (17344 and 17358 Oak Park Avenue (OPA)) indicate encroachment of the front patios on Oak Park Avenue Right-of-way. The patio encroachment varies from 3.51' to 4.26' with a 4.78' encroachment for

an awning at the 17344 OPA property. Encroachment of the balcony at 17385 OPA varies from 3.77' to 3.93' with a 4.77' sign encroachment. These balconies have existed for many years without issue. The encroachment agreements provide for a permanent acknowledgment of their existence and eliminate the Village's liability for their use. Primal Cut will be requesting the enclosure of their balcony for year-round use.

The encroachment agreement includes:

- A right to encroach upon the Oak Park Avenue ROW as long as the improvements do not impair the use of the ROW;
- Encroachment rights granted shall terminate upon the damage or destruction of 50% or more of the replacement value of the building or other improvements which encroach upon the Village's ROW;
- Does not abrogate or nullify Village's rights or interests in the ROW;
- Owner retains all risks and liabilities associated with the encroachment;
- Village is not responsible for any costs incurred by the Owner to repair or replace the encroachment improvements; and
- Owner holds Village harmless arising out of the use of the encroachment.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to recommend the encroachment agreements, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

Item #7 - DISCUSS AMENDMENT TO CERTAIN PROVISIONS OF THE TINLEY PARK TOWING OF MOTOR VEHICLES ORDINANCE

– Matt Walsh, Police Chief, presented the Towing amendment. The Tinley Park Police Department is seeking to broaden its ability to impose administrative fees and procedures for impounding vehicles for specified violations with an amendment to the Towing of Motor Vehicle ordinance. Any municipality may, consistent with the Illinois Vehicle Code, provide by ordinance, procedures for the release of properly impounded vehicles, and for the imposition of a reasonable administrative fee related to its administrative and processing costs associated with the investigation, arrest, and detention of an offender, or the removal, impoundment, storage, and release of a vehicle. The administrative fee (\$500.00) imposed by the municipality may be in addition to any fees charged for the towing and storage of an impounded vehicle. The administrative fees will act as a strong deterrent and will hold those accountable for their actions associated with criminal activity.

Motion was made by Trustee Brennan, seconded by Trustee Mueller, to recommend the amendment to certain provisions of the Tinley Park Towing of Motor Vehicles Ordinance, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

Item #8 - RECEIVE COMMENTS FROM THE PUBLIC –

President Pro Tem Glotz asked if anyone from the public wished to comment. No one came forward.

President Pro Tem Glotz asked if there were any written comments or requests to speak telephonically from members of the public. Laura Godette, Deputy Village Clerk, stated there were none.

Motion was made by President Pro Tem Glotz, seconded by Trustee Brady, to adjourn the Committee of the Whole. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the meeting adjourned at 6:33 p.m.



Interoffice Memo

Date: September 29, 2019

To: Committee of the Whole
Dave Niemeyer, Village Manager

From: Kimberly Clarke, AICP
Community Development Director

Subject: Professional Service Contract-RickDandan dba (Lakeside Consultants)

Background:

The Community Development Department's last full-time inspector (plumbing) is retiring on Wednesday, September 30th. The next steps for the department are to expand the existing professional services with its current consultant Rick Dandan to include plumbing inspections. The Village has been using Rick Dandan for building permit plan review and building inspections since 2017.

Discussion:

During the budget process, the re-organization of the Community Development Department was discussed. It was stated that when the full-time inspectors (plumbing & electrical) retired, their positions would not be filled because there are not enough of those inspections to warrant full-time positions. Instead, the Village would expand our current consultants' scope of work to include those trade's inspections. There is a need to have a full-time building official to assist with the management of the department as well as having someone in the office to assist residents and builders with their technical questions. That position was filled in February by Jim Ostrom and has been working out well. The majority of the inspections currently are building related which are being handled by Jim who is also fulfilling the role of building inspector. This will not be sustainable in the long run, but can be absorbed for now with the assistance from our consultant.

Attached to the contract, are the same fees that were charged in the original agreement from 2017. The majority of the Villages inspections will cost \$40 and the average permit cost is \$50. The minimum permit fee was raised in a recent fee amendment by the Village Board. If an inspection has failed, the consultant will charge the Village a re-inspection fee which will be passed onto the applicant. The current Building Code has language that states any fees incurred by outside parties will be paid by the applicant.

Recommendation:

Move this Resolution to the September 29, 2020 Special Village Board Meeting to be adopted.



PROFESSIONAL SERVICES AGREEMENT
Building Inspection and Plan Review Services
Dated 9.22.2020

SERVICES PROVIDED

Rick Dandan (DBA Lakeside Consultants) and any needed designee inspectors or plan reviewers on his end will provide building permit plan review and inspection, and miscellaneous related administrative support services including but not limited to potential attendance and representation at the local administrative adjudication court and Building Committee for Illinois as an independent contractor and subject to the terms and conditions of this Agreement. All inspection services and interaction with property and business owners on behalf of the Village of Tinley Park under this Agreement will be conducted in a professional and respectful manner.

Rick Dandan (DBA Lakeside Consultants) or his designee shall dress in manner that represents the Village of Tinley Park in a professional manner and shall have proper inspection equipment to conduct inspections as required. Equipment shall include a clipboard, flashlight, tape measure, and other equipment as determined to provide a quality inspection.

Rick Dandan (DBA Lakeside Consultants) or his designee shall utilize the forms and checklist used by the Village of Tinley Park and shall follow inspection protocol as outlined by the Community Development Director. Rick Dandan (DBA Lakeside Consultants) or his designee shall utilize their personal vehicle to conduct inspections.

Unless otherwise approved by the City's Community Development Director, Rick Dandan (DBA Lakeside Consultants) or his designee shall perform inspections and related code enforcement work for the Village of Tinley Park during normal business hours Monday-Friday as needed and agreed upon by both parties. Total number of hours or performed inspections/plan reviews in any given week will be as authorized by the Community Development Director or Building Official.

Service provided under this Agreement shall be billed in accordance with the fee schedule attached as **Exhibit C**.

TERM OF AGREEMENT

This Agreement shall be in full force and effect upon execution by the parties. This Agreement may be terminated at any time by either party for any reason by giving written notification to the other party. Notification to the Village of Tinley Park shall be provided directly to the Community Development Director.

INSURANCE

Rick Dandan (DBA Lakeside Consultants) or his designee shall, during the term hereof, maintain at its sole cost and expense, comprehensive general liability insurance against claims for bodily injury, death, or property damage occurring as a result of its employee's actions in the course of this Agreement in the amount of a minimum of \$2,000,000 combined single limits. Said Insurance shall name the Village of Tinley Park as an additional insured and shall include a provision for cancellation only upon 30 days prior

notice to the Village of Tinley Park. Rick Dandan (DBA Lakeside Consultants) shall provide the Village of Tinley Park with a Certificate of Insurance confirming compliance with these requirements.

In addition, Rick Dandan (DBA Lakeside Consultants) shall provide the Village of Tinley Park with an executed copy of the Hold Harmless Agreement attached hereto as Exhibit B prior to performing any work as an independent contractor for the Village of Tinley Park.

INDEPENDENT CONTRACTOR

It is agreed that Rick Dandan (DBA Lakeside Consultants) or his designee is an independent contractor and not an employee of the Village of Tinley Park and is not entitled to any employment benefits available to employees by policies or laws, including but not limited to the Illinois Worker's Compensation Act.

BILLING OF SERVICES

Rick Dandan (DBA Lakeside Consultants) shall provide a statement for services rendered each month. The statement shall clearly state number of hours, inspections, plan reviews and type of work performed.

MODIFICATIONS

This Agreement contains the entire understanding of the parties as to the matters contained herein, and it shall not be altered, amended, or modified except by a written amendment executed by the duly authorized agent of the Village of Tinley Park and Rick Dandan (DBA Lakeside Consultants).

ENFORCEABILITY

If any provision of the Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.

Any failure of a party to enforce the party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

Accepted By

Rick Dandan

Accepted By

Print

Rick Dandan

Print

Title

Principal
Lakeside
Consultants

Title

9.22.20

EXHIBIT A

Tinley Park Consulting Fee Schedule

Inspections:

Residential/Commercial: \$40.00 per inspection (includes building,electric,hvac,energy,plumbing).

Residential Small Scale: \$35.00 per inspection (includes decks,porches,driveway,concrete,etc).

All Re-Inspections: \$35.00 per inspection

Property Maintenance/Code Enforcement/Office Time \$40.00 per hour

Plan/Code Review:

Residential Small Scale
(driveways, patios,etc) \$40.00 per hour

Residential Garages* \$75.00

Residential Interior Remodel* \$125.00

Residential Additions* \$225.00

Residential New Single Family \$375.00

Commercial * Percentage of construction cost (0.0025%)
* Min. \$150.00

Re-Submittals * Office Time, no extra charge.



Interoffice Memo

Date: September 25, 2020

To: Committee of the Whole

From: David Niemeyer, Village Manager

cc: Pat Carr, Assistant Village Manager
Paul O'Grady, Village Attorney

Subject: Settlement Agreement 80th Ave train station

In 2010, the Village entered into a contract with Zcorp Services Company for the 80th Ave Train Station project. There were several disputes over the quality of the construction and the Village had to make several repairs/replacements, including replacing several staircases, railings and ramps and installing erosion control. The company is no longer in business and the Village placed a claim on the contractor's performance bond in 2016. The bonding company disputed the claim and after extended negotiations, the bonding company agreed to pay the Village \$175,000 to settle the dispute. The attached agreement settles the dispute.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into by and between Liberty Mutual Insurance Company f/k/a Developers Surety and Indemnity Company (referred to herein as “Developers”) and the Village of Tinley Park (“Tinley Park”). Developers and Tinley Park may be collectively referred to as “Parties.”

RECITALS

WHEREAS, on or about November 15, 2010, Tinley Park entered into a contract with ZCorp Services Company (“ZCorp”), for the construction of the public project known as Metra-Tinley Park 80th Avenue Station (the “Project”);

WHEREAS, on or about November 15, 2010, Developers issued a Performance Bond and a Payment Bond, bond number 771386P, on behalf of its principal, ZCorp, and for the benefit of the owner and obligee, Tinley Park (the “Bonds”);

WHEREAS, the Project was substantially completed by November 21, 2012 however unforeseen circumstances substantially increased ZCorp’s cost of completion and the balance remaining to be paid to ZCorp for the Project was significantly less than the cost to complete. Disputes arose over work in place and defective construction;

WHEREAS, Developers received a claim on the Bonds from Tinley Park relating to ZCorp’s work on the Project (the “Bond Claim”); and

WHEREAS, the Parties, wishing to avoid the uncertainty and expense of litigation have decided to enter into this Agreement to fully and finally resolve the specified issues addressed herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties agree as follows:

1. The Recitals are made part of and incorporated into this Agreement.
2. **Settlement Payments**: Developers shall pay to Tinley Park the sum of one hundred and seventy-five thousand dollars (\$175,000.00) in full and final settlement for this matter (the “Settlement Payment”). The Settlement Payment shall be made within thirty (30) days of execution of the Agreement, and shall be made payable by check to the Village of Tinley Park, sent to Tinley Park’s attorney at the following address:

Thomas J. Condon, Jr.
Peterson, Johnson & Murray Chicago, LLC
200 West Adams St., Suite 2125
Chicago, IL 60606

3. Release by Tinley Park: In consideration for the promises set forth in this Agreement, Tinley Park, for itself, and on behalf of, but not limited to, its former, present, and future mayor, trustees, clerk, council member, principals, agents, employees, executives, employees and all constituents, predecessors, successors, assigns, representatives and attorneys hereby release, acquit and forever discharge Developers and, but not limited to, its respective officers, directors, shareholders, employees, parent companies, sibling companies, affiliated companies, reinsurers, successors, assigns, agents, consultants, heirs, beneficiaries and attorneys of and from any and all claims, rights, demands and/or causes of action of any kind or nature that Tinley Park has raised or could have raised relating in any way to the Bonds, the Bond Claim, and/or ZCorp's work on the Project.

4. Notices. Any notices required to be given by the terms of this Agreement shall be made *via* email and certified mail, return receipt requested, postage prepaid to:

To Developers:

Michael J. Weber
Dinsmore & Shohl LLP
222 W. Adams St., Suite 3400
Chicago, IL 60606
(312) 775-1742
michael.weber@dinsmore.com

To Tinley Park:

Thomas J. Condon, Jr.
Peterson, Johnson & Murray Chicago, LLC
200 West Adams St., Suite 2125
Chicago, IL 60606
(312) 724-8040
tcondon@pjmchicago.com

5. General Provisions:

- (a) This Agreement contains contractual obligations.
- (b) This Agreement may be executed in counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.
- (c) Facsimile and electronic signatures may be treated as originals for all purposes.
- (d) This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.
- (e) If any provision or term of this Agreement is deemed to be illegal or unenforceable in any respect, such provision or term shall not affect any other provision or term hereof, and this Agreement shall be construed as if the provision or term had never been contained herein.

- (f) The Parties agree to cooperate fully to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms, conditions, and intent of this Agreement.
- (g) The Parties agree to bear their own attorneys' fees and costs incurred in all matters that led to the entry of this Agreement.
- (h) This Agreement shall not in any way be amended or modified without the written consent of both Parties.
- (i) The Parties acknowledge that they are and have been represented by counsel in connection with the negotiation of this Agreement, that the provisions of this Agreement and the legal effect thereof have been fully explained to them, and that they have entered into this Agreement freely and voluntarily and without coercion or undue influence.
- (j) Each of the undersigned certifies that he/she is an officer and/or designated authorized agent of the respective Party as indicated at the respective signature lines, and is fully authorized to execute this Settlement Agreement on behalf of said Party and to bind said Party hereto.

6. Final Resolution. Except as set forth in this Agreement, the Parties, covenant and agree that the terms and conditions contained in this Agreement constitute the full, complete and final resolution of any and all claims and disputes among the Parties, both known and unknown.

7. No Admission of Wrongdoing. This Agreement shall not be construed as an admission of fault or liability on the part of any of the Parties. It is understood and agreed that the terms of this Agreement have been made solely to accomplish an expeditious resolution of specific issues and for no other purpose.

8. Entire Agreement. This Agreement sets forth the entire agreement between the Parties solely with respect to specific issues set forth herein and fully supersedes any and all prior agreements or understandings between the Parties hereto pertaining the specific issues herein.

9. Binding Nature of Agreement. The terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties hereto, and their respective successors, administrators, executors, beneficiaries, and/or assigns.

10. No Third-Party Rights. Nothing in this Agreement is intended or shall be interpreted to confer any rights, privileges or rights of action of any kind upon any person or entity not a party to this Agreement, or to effectuate a release by the Parties of any claims or causes of action that any Party has or may have against any person or entity not a Party to this Agreement.

11. Modification. This Agreement may not be altered, amended, changed, terminated, or modified in any material respect without the express, written consent of all Parties hereto. No waiver by any Party hereto of any breach or default hereunder shall be deemed a waiver of any other or subsequent breach or default.

IN WITNESS HEREOF, the Parties hereto have caused this Agreement to be signed as of the day and year first above written.

**LIBERTY MUTUAL INSURANCE COMPANY f/k/a
DEVELOPERS SURETY AND INDEMNITY COMPANY**

Signature: _____

Printed Name: _____

Title: _____

Date: _____

THE VILLAGE OF TINLEY PARK

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Interoffice Memo

Date: September 22, 2020
To: Village Board
From: Hannah Lipman, Management Analyst
Subject: Pop's Video Gaming License – Revised Plans

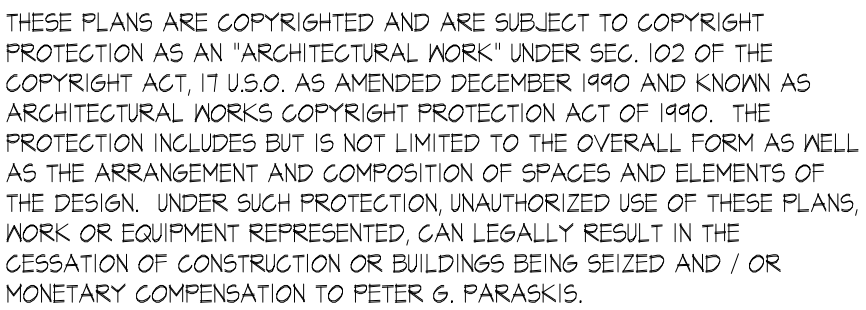
Pop's Italian Beef, located at 7301 W. 183rd St. Units A & B, was previously approved for video gaming by the Board on June 4, 2019. Around the same time, another establishment in the same strip center petitioned the Illinois Gaming Board (IGB) for video gaming and was approved. That establishment approached the Village thereafter, but was never approved for video gaming at the local level.

While the Village approved Pop's Italian Beef for video gaming, the IGB denied their request due to local concentration. Local concentration, per the Illinois Video Gaming Act, means that the combined number of licensed video gaming locations within a mall exceed half of the separate locations within the mall. In that strip center, of the four businesses, one other restaurant already has video gaming, therefore resulting in what the IGB considered a local concentration.

Since then, the petitioner for Pop's Italian Beef, Burke Matyas, has finally been able to resolve the situation with the IGB and received their approval. However, largely due to COVID-19, Burke wishes to change the location of the video gaming terminals within his establishment from where they were originally proposed last June. Attached are the original and revised floor plans. There will be a seven (7) foot wall in place to act as a barrier between the gaming terminals and the rest of the restaurant.

As Pop's Italian Beef has already been approved by the Village Board, no formal action is required. This is for discussion purposes to ensure the Board is okay with the revised plans before Burke moves forward.

REVISED PLANS



Village Copy

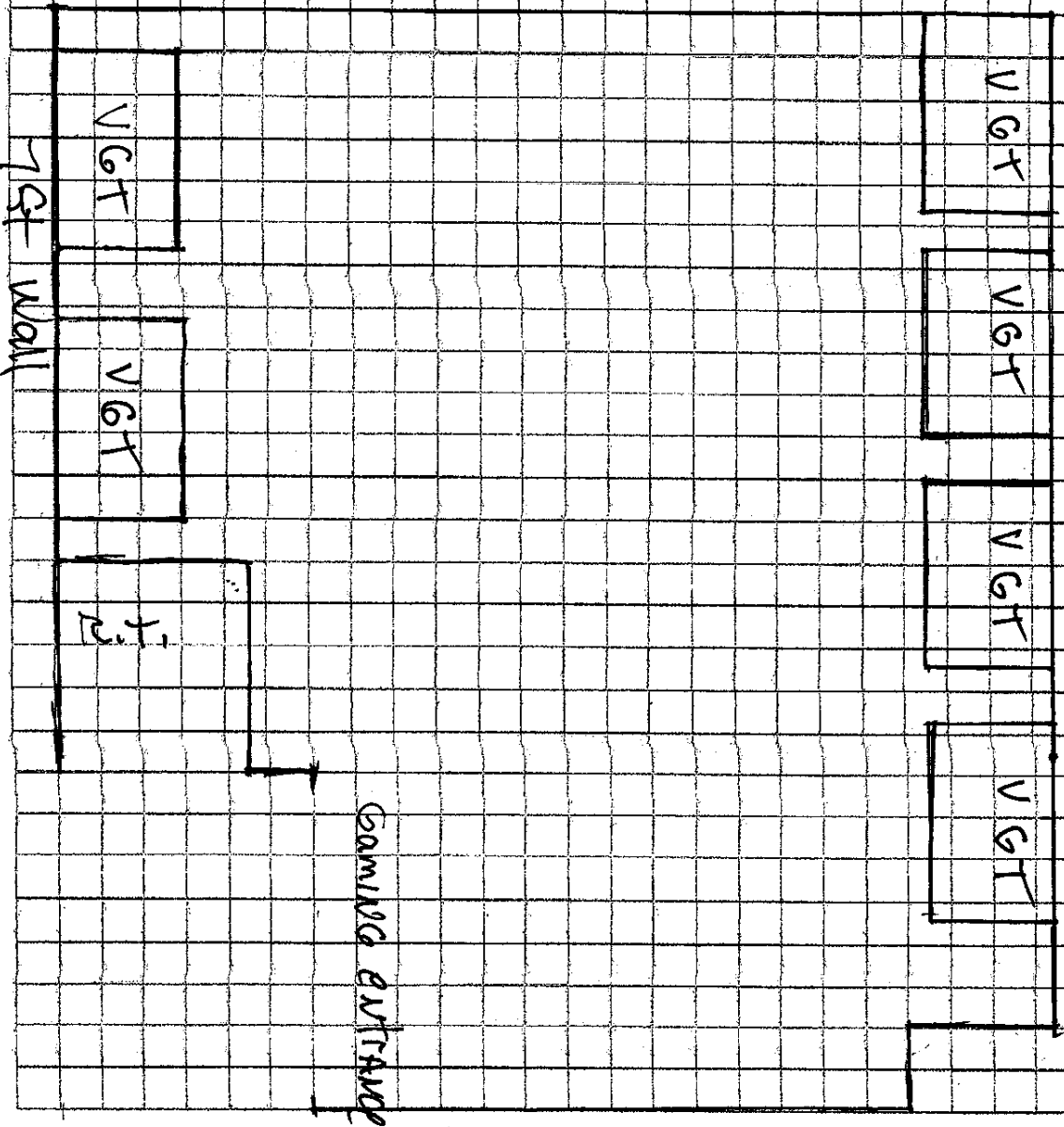
-W-

Outside Wall

NW CORNER

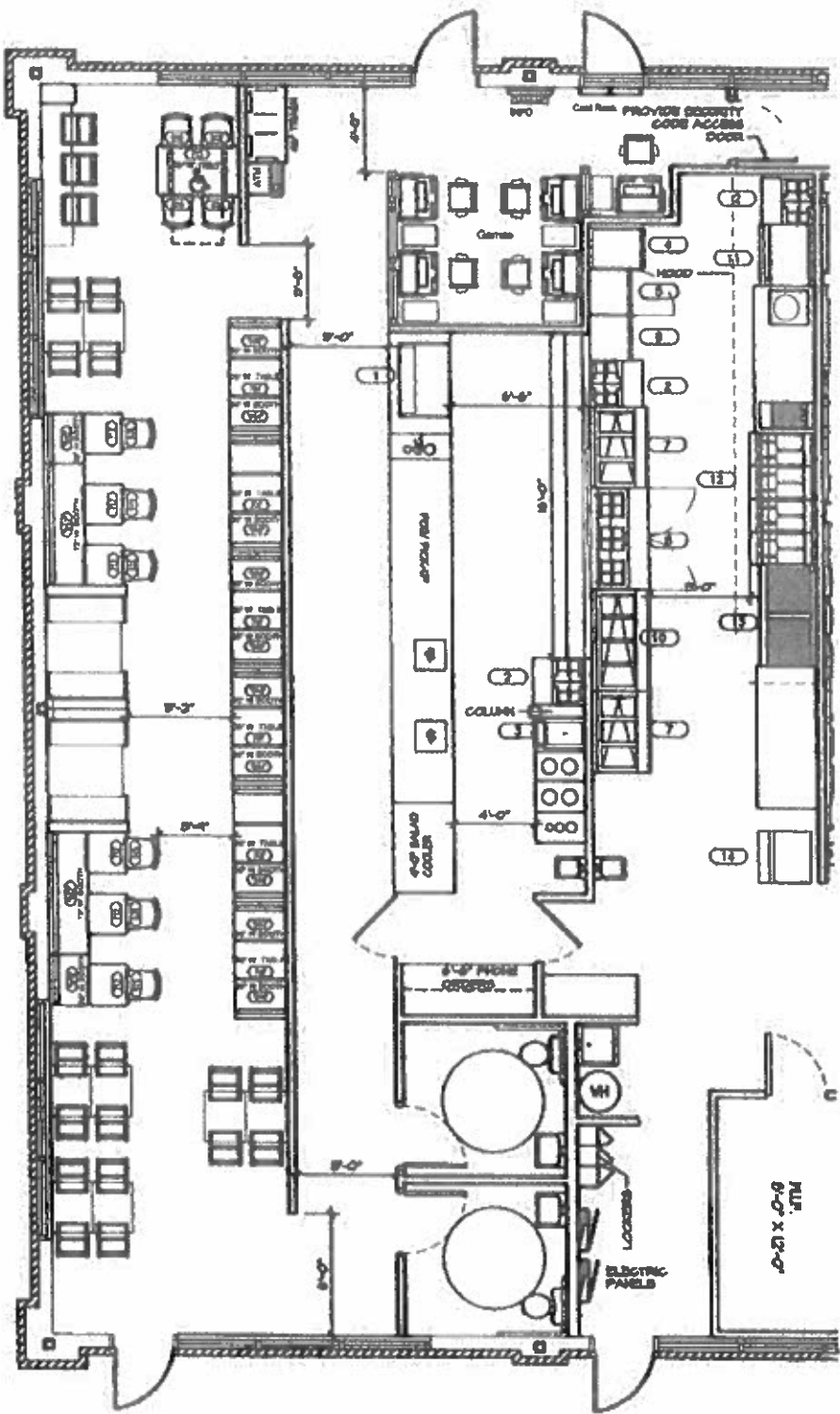
75ft Wall

□ = Gio



outside Wall

original plan



Gaming EQUIPMENT PLAN
3-14-17 55 SEATS





Interoffice Memo

Date: September 24, 2020
To: David Niemeyer, Village Manager
From: John Urbanski, Public Works Director
Subject: Project Discussion: Sidewalk Gap Project, Oak Park Ave – 167th St. to 171st St.

Presented for September 29th, 2020 Committee of the Whole Agenda discussion and possible action:

Background:

During the efforts to coordinate prioritizing areas with missing sidewalks or “sidewalk gaps” in 2017, the area on Oak Park Ave. from 167th St. to 171st St. was previously discussed by the Public Works Committee as a possible route to prioritize. Robinson Engineering (REL) was tasked with creating a possible solution in the current “congested” parkways adjacent to Oak Park Ave.

Description:

This was described in the project package with a scope to include but are not limited to:

- Earth excavation, parkway grading, sidewalk installation, detectable warning.
- Installation, pavement removal, hot-mix asphalt pavement milling and resurfacing, curb removal.
- Replacement of storm sewer installation, utility frame adjustments, fire hydrant relocation, parkway.
- Restoration and any other incidental work necessary to complete the project along Oak Park Avenue.

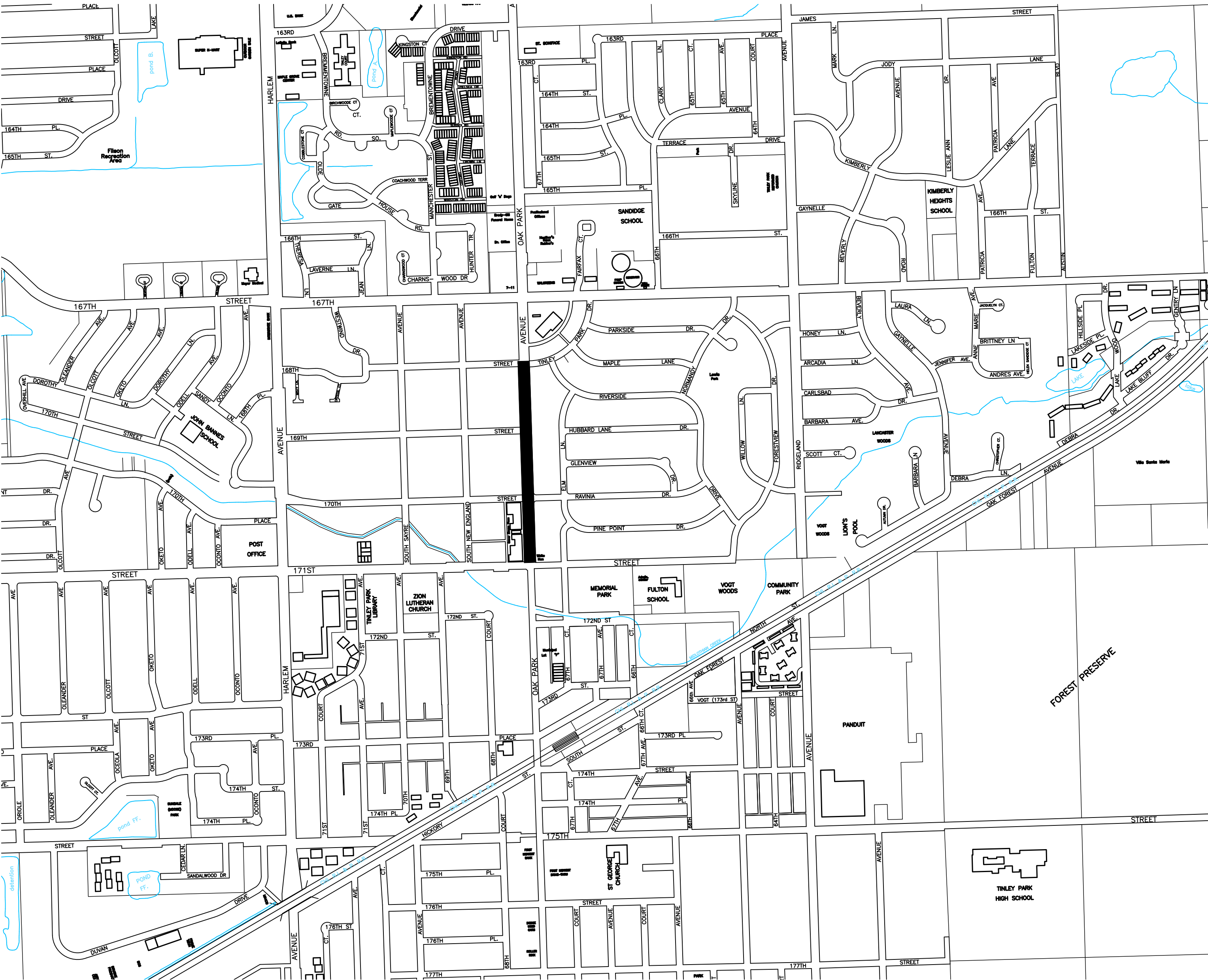
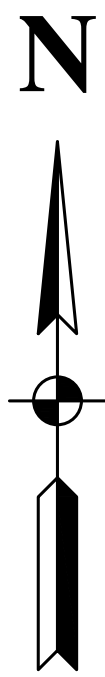
Engineer’s Estimate.....\$305,000.00

Attachments:

1. Site Map

VILLAGE of TINLEY PARK, ILLINOIS

OAK PARK AVENUE SIDEWALK IMPROVEMENTS



INDEX OF SHEETS

- 1. COVER SHEET
- 2. SUMMARY OF QUANTITIES & GENERAL NOTES
- 3. TYPICAL CROSS SECTIONS
- 4.-5. PLAN & PROFILE
- 6.-7. DRAINAGE & UTILITIES
- 8. PAVEMENT MARKING & SIGNING
- 9.-10. INTERSECTION AND ADA RAMP DETAILS
- 11. LANDSCAPE AND EROSION CONTROL PLAN
- 12.-13. CONSTRUCTION DETAILS
- 14.-22. CROSS SECTIONS

LOCATION MAP

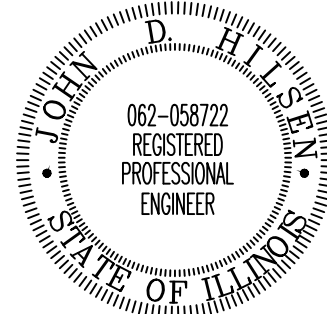
— INDICATES PROPOSED IMPROVEMENT
GROSS LENGTH=1806 FEET = 0.34 MILES

BENCHMARK:

WEST FLANGE OF HYDRANT AT NORTHWEST CORNER OF
OAK PARK AVENUE AND TINLEY PARK DRIVE
ELEVATION = 707.48

PREPARED BY OR UNDER THE
DIRECT SUPERVISION OF:

Car D. Hilser



LICENSE EXPIRES: 11/30/17

PREPARED BY:



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PROJECT NO. 17-R0296

SHEET NO. 1 OF 22

JOINT
UTILITY
LOCATING
INFORMATION FOR
EXCAVATORS

Call 48 hours before you dig
(EXCLUDING SAT., SUN. & HOL.)



Memo

Date: September 24, 2020
To: Committee of the Whole
From: Donna Framke, Marketing Director
Subject: Halloween 2020

With the month of October days away, attention has turned to Halloween 2020 in Tinley Park. I would like to solicit feedback on details and activities the Village has planned to mark this holiday:

Halloween Kidde Boo Bash (flow event) Sunday, October 25, noon to 3pm.

As you know, the Village has been hosting the Boo Bash, a Halloween kiddie event in Downtown Tinley, for many years. As we did with our summer events, we are reinventing it to conform to the State's phase 4 guidelines. Similar to this year's Music in the Plaza concerts, participation in this year's event will be limited to Tinley Park residents who will pre-register on Ticket Tailor. Families will be placed in a group of up to 45 people and the groups will be guided through a flow event to various activity stations which will include things like making slime, creating crafts, watching a magic show, participating in a costume parade and dancing. Business booths will also be part of the event so kids can safely "trick or treat". The train station will be decorated as a haunted house and Cavallini's will have food available for purchase. Each group will take roughly 35-45 minutes to complete the trail of activities (not including the optional train station visit).

Halloween House Decorating Contest

Participating residents are asked to submit their information (via the attached form, accessible on the website) by October 16. Marketing commissioners will judge the houses between October 19 – 22. Homes will be judged in one of three categories: Scariest, Best Overall Theme and Best Special Effects and winners will be announced on October 23rd. The winner in each category will receive a \$100 gift card to the Tinley Park business of their choice. A list of participating homes will be published so residents and visitors can drive around at their leisure to enjoy the decorations.

Trick of Treating – Saturday, October 31

Staff is recommending that Halloween trick-or-treating hours be observed in the Village of Tinley Park from 3:30 to 7 p.m. on Saturday, Oct. 31.

Due to COVID-19, the Village is making several recommendations to ensure everyone has a safe time this year. Trick-or-treaters and homeowners are encouraged to wear masks when interacting with each other, and homeowners are asked to not leave bowls of candy outside to help prevent the spread of coronavirus.

Homeowners who don't want to hand out candy this year can download a sign (attached) on the Village website and hang it on their front doors or windows. These signs will let trick-or-treaters know not to ring the bell and to be respectful of the sign and the homeowner's wishes. Signs will also be available for pick up at the Village Hall.



Tinley Park

Tinley Park Residents, don't miss your opportunity to out-BOO your neighbors by participating in the

HALLOWEEN

HOUSE DECORATING CONTEST

Submit your entry by October 16, 2020. Entries will be judged from the street (judges will not enter private property) from October 19 - 22 and winners will be announced on October 23rd. Lights, animations and decorations must be activated during judging. Decorated houses will be judged in three categories: Scariest, Best Overall Theme and Best Special Effects. Winners in each category will receive bragging rights and a \$100 gift card to the Tinley Park business of their choice! Please email any questions to Mktg@tinleypark.org.

Fill out the information below, read the disclaimer and submit your entry:

Name:

Address:

Email:

Phone:

Disclaimer: I agree to allow the Village of Tinley Park staff to photograph my home. I consent to allow my home address and image to be made available to the public via Village of Tinley Park website, Twitter, Facebook and Instagram. I agree to Hold Harmless the Village of Tinley Park for any incidents or accidents that may occur, directly or indirectly, on my property as a result of my entry in the Halloween House Decorating Contest. I attest that I am the agent in my household and am 21 years of age or older.

I have read and agree to the Halloween House Decorating Contest Rules.

**THIS HOME IS UNABLE
TO PARTICIPATE IN
TRICK-OR-TREATING
THIS YEAR
HAPPY HALLOWEEN!**

