

NOTICE OF THE SPECIAL COMMITTEE OF THE WHOLE MEETING

The Special meeting of the Committee of the Whole is scheduled for
Tuesday, January 26, 2021 beginning at 6:30 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 25 people or 25% 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.

Meetings are open to the public, but members of the public may continue to submit their public comments or requests to speak telephonically in advance of the meeting to clerksoffice@tinleypark.org or place requests in the Drop Box at the Village Hall by noon on January 26, 2021. Please note, written comments will not be read aloud during the meeting. A copy of the Village's Temporary Public Participation Rules & Procedures is attached to this Notice.

Kristin A. Thirion
Clerk
Village of Tinley Park

**VILLAGE OF TINLEY PARK
TEMPORARY PUBLIC PARTICIPATION RULES & PROCEDURES**

As stated in Gubernatorial Executive Order 2020-07 issued on March 16, 2020 and Gubernatorial Executive Order 2020-10 issued on March 20, 2020, both extended by Gubernatorial Executive Order 2020-18 issued on April 1, 2020, all public gatherings of more than ten people are prohibited. In-person public participation is not defined as an essential activity.

The Mayor of Tinley Park is issuing the following rules for all Village Board and other public meetings in order to promote social distancing as required by the aforementioned Executive Orders and the requirements of the Open Meetings Act:

Written Comments

After publication of the agenda, email comments to clerksoffice@tinleypark.org. When providing written comments to be included as public participation at a public meeting, clearly identify the following in the subject line:

- The date of the meeting;
- The type of meeting for the written comments (e.g. Village Board meeting, Zoning Board of Appeals meeting, Plan Commission meeting, etc.);
- Name and any other identifying information the participant wishes to convey to the public body;
- The category of public participation (e.g., Receive Comments from the Public, Agenda Items, etc.);
- For specific Agenda Items, identify and include the specific agenda item number;
- The entire content of the comments will be subject to public release. The Village of Tinley Park is under no obligation to redact any information.

The contents of all comments will be provided to the relevant public body for their review. **Written comments will not be read aloud during the meeting. If you wish to publicly address the public body, you may request to participate via teleconference as described below.**

Comments must be submitted by 12:00 pm on the day of the meeting. However, it is strongly recommended that comments be emailed not less than twenty-four (24) hours prior to the meeting so the appropriate Board members, Commissioners, Board members, and Committee members have sufficient time to review the comments prior to the meeting.

Live Public Participation During Meeting

After publication of the agenda, those wishing to participate in a live telephone call option at a public meeting must register by 12:00 pm on the day of the meeting. A Village representative will call the participant at the relevant portion of the meeting and the participant will be allowed to participate telephonically at the meeting. To participate in a live telephone call during the meeting, a request shall be submitted by email to clerksoffice@tinleypark.org. The following information must be included the subject line:

- The date of the meeting;
- The type of meeting for the written comments (e.g. Village Board meeting, Zoning Board of Appeals meeting, Plan Commission meeting, etc.);
- Name and any other identifying information the participant wishes to convey to the public body;
- The category of public participation (e.g., Receive Comments from the Public, Agenda Items, etc.); and
- For specific Agenda Items, identify and include the specific agenda item number.

If the participant provides an email address, they will receive a confirmation email that their request has been logged. If the participant provides an email address and does not receive a confirmation email, they may call (708) 444-5000 during regular business hours to confirm the application was received.

Upon successful registration, the participant's name will be placed on an internal Village list. On the date and during relevant portion of the meeting, the participant will be called by a Village representative. The Village representative will call the provided telephone number and allow the phone to ring not more than four (4) times. If the call is not answered within those four (4) rings, the call will be terminated and the Village representative will call the next participant on the list.

The public comment should be presented in a manner as if the participant is in attendance at the meeting. At the start of the call, the participant should provide their name and any other information the participant wishes to convey. For comments regarding Agenda Items, identify and include the specific agenda item number. The participant should try to address all comments to the public body as a whole and not to any member thereof. Repetitive comments are discouraged. The total comment time for any single participant is three (3) minutes. Further time up to an additional three (3) minutes may be granted by motion. A participant may not give his or her allotted minutes to another participant to increase that person's allotted time.

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, January 26, 2021, beginning at 6:30 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 DECEMBER 15, 2020.
3. DISCUSS VIDEO GAMING REQUEST FOR AURELIO'S PIZZA, 15901 OAK PARK AVENUE.
4. DISCUSS VIDEO GAMING FEES - TERMINAL OPERATOR SPLIT.
5. DISCUSS VIDEO GAMING FEE DUE TO COVID-19.
6. DISCUSS MEMORANDUM OF AGREEMENT BETWEEN THE COOK COUNTY DEPARTMENT OF PUBLIC HEALTH AND THE VILLAGE OF TINLEY PARK TO UTILIZE THE TINLEY PARK CONVENTION CENTER TO PERFORM EMERGENCY PUBLIC HEALTH ACTIVITIES IN RESPONSE TO THE COVID-19 PANDEMIC.
7. DISCUSS RENEWING A CONTRACT WITH MERIDIAN IT INC. FOR DATA CENTER INTERFACE.
8. DISCUSS MEMORANDUM OF UNDERSTANDING FOR FIRING RANGE WITH THE ILLINOIS STATE POLICE.
9. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION, VILLAGE CLERK

MINUTES
Special Meeting of the Committee of the Whole
December 15, 2020 – 7:00 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 December 15, 2020, to order at 7:02 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
 W. Brady, Village Trustee
 W. Brennan, Village Trustee
 D. Galante, Village Trustee
 M. Mueller, Village Trustee

Members Absent: J. Vandenberg, Village President

Staff Present: D. Niemeyer, Village Manager
 P. Carr, Assistant Village Manager (Participated electronically)
 L. Godette, Deputy Clerk
 J. Urbanski, Public Works Director (Participated electronically)
 K. Clarke, Community Development Director (Participated electronically)
 H. Lipman, Management Analyst
 A. Brown, Assistant Village Treasurer
 P. Connelly, Village Attorney

Others Present:

Item #2 - CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL COMMITTEE OF THE WHOLE MEETING HELD ON DECEMBER 1, 2020 – Motion was made by Trustee Mueller, seconded by Trustee Brennan, to approve the minutes of the Special Committee of the Whole meeting held on December 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 RESOLUTION SEEKING CLASS 8 CERTIFICATION FOR DUVAN INDUSTRIAL PARK BY COOK COUNTY ASSESSOR – Kimberly Clarke, Community Development Director, presented the Class 8 request. The Village had previously qualified the Duvan Industrial Park, the Orland Township commercial area in the vicinity of 159th and Harlem, and the Orland Township area of LaGrange Road and 183rd Street as “blighted” areas for eligibility under the County Class incentives.

The Village previously passed Resolution 2007-R-032 requesting Class 8 Certification for the Duvan Industrial Park from the Cook County Assessor's Office. The certification was approved in March 2008. The Village is required to re-certify a designated area every five years. The Village previously requested recertification of the Duvan Industrial Park area under Resolution 2012-R-055. Recertification may only be requested once. Under the circumstances, the Village needs to submit a new Class 8 Certification application to the Cook County Assessor's Office for consideration.

Under the Cook County special incentive Classes (6, 7, 8, 9), the normal assessment rate of 25% applicable to commercial and industrial use properties is reduced to 10% (same as residential property) for ten (10) years, and are generally renewable.

The conditions still exist to warrant continuing the eligibility of this area for the County tax incentive program. By design, the Cook County Classification System places two-and-one-half times the tax burden on commercial and industrial property which results in higher property taxes. Provided they meet the qualifications of the incentive program, businesses and property owners often need this incentive to remain competitive, considering the proximity of the Duvan Industrial Park to Will County as well as Indiana locations with lower property taxes.

The Economic and Commercial Commission (ECC) reviewed this at their December 14, 2020 meeting and unanimously voted to recommend the approval authorizing the Village of Tinley Park to seek Class 8 Certification by the Office of the Cook County Assessor for the Duvan Industrial Park.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to recommend Class 8 Certification for Duvan Industrial Park by Cook County Assessor, 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 17532 DUVAN DRIVE – 6B SER RECLASSIFICATION – Ms. Clarke presented the 6b request. John Rymysza, owner of Duvan Acquisition, LLC, and Cabinet Wholesale Supply, Inc. (Applicant), is requesting a 6b SER for the property located at 17352 Duvan Drive (PIN: 27-36-204-033-0000). Cabinet Wholesale Supply has occupied the space for 11 years.

The property is over 41 years old and consists of 16,000 sq. ft. of industrial space. Cabinet Wholesale Supply occupied all 16,000 sq. ft. at one point, but the industry has changed resulting in a contracting of necessary space. 10,100 sq. ft. are now owner-occupied with the remaining space leased to two tenants. The other two tenants' businesses are related to the trade show and banquet industries and have been highly impacted by COVID.

The SER program is an amendment to the Cook County Class 6b Property Tax Incentive in that SER provides temporary emergency property tax relief to long-term (10 years or more) industrial enterprises in Cook County. The SER Program applies to properties where the qualifying use of the property does not comply with the definition of "abandoned property, substantial rehabilitation, or vacancy" under the current Class 6b program. Qualifying properties under the SER Program will be assessed at 10 percent for the first 10 years, 15 percent for the 11th year, and 20 percent for the 12th year. The SER tax incentive is not renewable.

The proposed reclassification resolution also includes an agreement between Duvan Acquisition, LLC, and the Village obligating the Applicant to certain conditions of their proposed development. Any failure to meet these conditions will result in the Village's right to terminate the agreement and the Class 6b SER Assessment Classification on the Property. Some of the conditions for Duvan Acquisition, LLC include the following:

1. Payment of all real estate taxes;
2. Screening of all vehicles and other equipment located on the north side and rear of the building.

3. Removal or screening of equipment stored in the adjacent vacant lot.

The Owner is required to execute the agreement prior to the Village submitting the Resolution for Reclassification to the County.

The Economic and Commercial Commission (ECC) reviewed this at their December 14, 2020 meeting and unanimously voted to recommend the approval authorizing the Village of Tinley Park to approve a Cook County Class 6b SER reclassification for the property located at 17532 Duvan Drive.

Motion was made by Trustee Mueller, seconded by Trustee Brady, to recommend the 6B SER Reclassification for 17532 Duvan Drive, 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 191ST & 80TH AVE (SWC) – CRANA HOMES – CONCEPT SITE PLAN –

Ms. Clarke presented the Crana Homes site plan. Village staff has been approached by Frank Bradley of Crana Homes, to propose a change in the Brookside Glen Planned Unit Development (PUD) that would change the 31+ acres located at the southwest corner of 191st Street and 80th Avenue from commercial use (B-3) to a mix of 80% residential uses (duplex R-5) and 20% commercial (B-3). Due to the controversy surrounding the entitlement process for the Residences at Brookside Glen on Magnuson Lane, Staff recommended the applicant seek Concept Site Plan Approval before investing additional time and money in a final proposal. A public hearing was held on December 3, 2020, before the Plan Commission to ensure neighboring properties were made aware of the proposal. A vote of 8-0 was made in support of the Concept Plan.

A letter, received on December 15, 2020, from the Tinley Park Park District regarding a tot lot, and bike path connections was forward to Trustee Mueller.

Trustee Berg asked for an update regarding the nearby apartment project. Ms. Clarke stated they are 70% complete, and the Village is waiting on revised plans. Trustee Mueller added the only permit issued was for foundation only.

Trustee Galante is concerned about the loss of commercial use property. Trustee Mueller agrees that the loss of commercial space is a concern, however, he is pleased with the 20%, noting the developer's initial request was for a smaller percentage. Trustees Brennan and Brady concur.

Item #6 – DISCUSS ANNUAL CISCO MAINTENANCE RENEWAL WITH MERIDIAN IT – Pat

Carr, Assistant Village Manager presented the renewal. Cisco maintenance/license agreements allow the Village to receive rapid support on software and hardware issues, receive the latest patches, avoid high transactional fees due to failures, and feature keys to preserve our network security. The annual cost for this service is \$35,215.28. This is an annual budgeted item and required for system operations.

Trustee Brennan asked if the renewal was in line with the previous agreement. Mr. Carr replied there was a slight increase.

Motion was made by Trustee Brennan, seconded by Trustee Brady, to recommend the annual Cisco maintenance renewal with Meridian IT, 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 MUNICIPAL CODE SECTION 110.28 – BUSINESS LICENSING –

Hannan Lipman, Management Analyst, presented the amendment. Currently, Title XI, Chapter 110, Section 28, of the Municipal Code allows for the pro-ration of business license fees for new

establishments entering the Village at any given time in the calendar year. The proposed code amendment eliminates the pro-ration of business license fees which is inconsistent with other Village licensing policies. The business license fees are typically no more than \$300 and do not warrant pro-ration due to the underlying costs of issuance and other activities associated with business licensing. The average business license fee is in the \$30 - \$60 range.

Motion was made by Trustee Brady, seconded by Trustee Glotz, to recommend the amendment to Municipal Code Section 110.28 – Business Licensing, 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 #13 - RECEIVE COMMENTS FROM THE PUBLIC –

President Pro Tem Glotz asked if anyone cared to comment. No one came forward.

Laura Godette, Deputy Village Clerk, stated there was no written comment or request to speak telephonically.

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 7:22 p.m.



Interoffice Memo

Date: January 19, 2021

To: Village Board of Trustees

Cc: David Niemeyer, Village Manager

From: Hannah Lipman, Assistant to the Village Manager

Subject: Class AV Video Gaming Request – Aurelio’s Pizza 15901 Oak Park Ave.

Background:

The purpose of this memo is to explain the background of Aurelio’s Pizza request for a Class AV Liquor License, which allows for video gaming in addition to alcoholic liquor sales.

The petitioner, Tom Gangas of Aurelio’s Pizza, has approached the Liquor Commissioner seeking a Class AV Liquor License to add video gaming. The establishment currently has a Class A Liquor License which allows for the sale of alcoholic liquor. Aurelio’s has been in Tinley Park for over 20 years, but with the challenges restaurants have faced due to COVID-19, would like to add video gaming as an additional revenue source. They will continue to remain a family style restaurant.

A sketch of where the terminals would be placed is attached. The petitioner is aware of the requirement, and is willing to install a seven (7) foot separation wall.

Request:

Approve a Class AV Liquor License for Aurelios Pizza 15901 Oak Park Ave., which allows for video gaming in addition to alcoholic liquor sales.

If the request is granted, the total number of class AV Liquor Licenses in the Village will be increased from fifteen (15) to sixteen (16), and the number of Class A Liquor Licenses will be decreased from eighteen (18) to seventeen (17).

LOUNGE ROOM

BOOTH

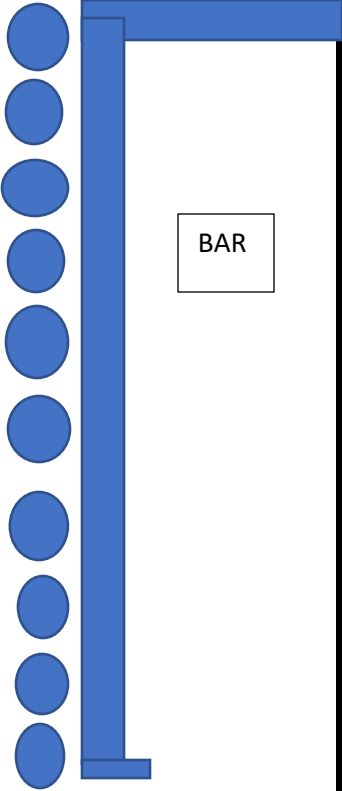
BOOTH

BOOTH

BOOTH

BOOTH

BOOTH



BAR

MAIN DINING ROOM

THE VIDEO GAMING will be in the Bar/lounge area set against the east wall. We have a separate exterior entrance to this room also entry from Main room into the Lounge. There is a full wall separating the lounge from the other room except for an open doorway / isle way to enter. I can provide a 7' barrier to enclose the gaming but if I am allowed, I would rather not put up a wall and designate the room for 21 and over only. Currently we allow all ages in this room because we are 95% Restaurant with 5% liquor

DINING ROOM / PARTY ROOM

Proposed
VIDEO GAMING AREA

KITCHEN AREA

To the Honorable Village President and Liquor Commissioner:
Jacob C. Vandenberg

My name is Thomas Gangas and I am writing to you on behalf of Aurelio's Pizza (G.H.G.INC) located at 15901 Oak Park Ave in the GREAT Village of Tinley Park. We have been in the community for over 20 years. At this time, I am asking the Village to grant or allow our business to have Video Gaming in our establishment.

Due to the Pandemic and the loss created and with the new State Labor increase we are in need of finding new revenue streams to help our bottom line. We are a Family style Restaurant and we do not plan on making any changes to our concept. We would like the opportunity to have the Video Gaming as so we will be on the same playing field as our competitors.

Our restaurant has 3 rooms, 1 being the lounge area that has seating for 10 at the bar plus 6 booths for 4 people each. This is the room that we would plan on placing the Video Gaming. It will be set on the back wall and to my understanding that a 7ft wall or barrier must be installed to separate the playing area from the dining area and that is fine with us. If possible can we place the Video Games in the Lounge area and RESTRICT the room for 21 and over and if we do this, must we still place a 7' wall divider?

Our other 2 rooms consist of our Main room and our side room which is used for dining unless we have a Semi-Private party booked. The Gaming would not be visible in these 2 rooms. The space we have allocated for the Gaming will be approximately 7ft(deep) x 12ft(length).

This Monday 12/21/20 the Aurelio franchisees are getting together to discuss our move and hopefully unite as to utilizing 1 Video Gaming supplier for all locations.

Just to make this known that Joe Aurelio has given his permission to the Franchisee to offer Video Gaming as long as it DOES NOT alter our concept and feel of being a Family Service Restaurant. Our Quality and Service will remain as it currently is and hopefully gain more momentum and also be able to offer later hours.

If you have any questions please call me directly at 630-471-7777(cell), 708-429-4600(work) or at GANGAS2457@GMAIL.COM.

I would like to thank you for your time and consideration on this endeavor.

Thank you
Tom Gangas
12/18/2020



Interoffice Memo

Date: January 21, 2021

To: Village Board of Trustees

Cc: David Niemeyer, Village Manager

From: Hannah Lipman, Assistant to the Village Manager

Subject: Video Gaming – Terminal Operator Fees Discussion

In the past, the Illinois Gaming Board (IGB) allowed Terminal Operators (TO's) to pay various licensing fees on behalf of the establishments, even though it is not permitted anywhere in the Illinois Video Gaming Act. Many establishments in town would split the \$1,000 per terminal renewal fees with their TO's; some establishments would pay the full fee up front and be reimbursed by their TO, and in some instances both the establishment and the TO would submit payment. However, moving forward, the IGB has made it known that they will no longer permit this practice as it contributes to what they call inducement.

The Village could consider amending the Code of Ordinances to split the current fee structure. An amendment would reduce the current terminal fee per terminal, while also adding a Terminal Operator Fee.

There are pros and cons to this practice. This would help ease the burden on the establishments, and shift some responsibility to the TO's. Splitting the fees doubles the work administratively, and would require cooperation from the TO's.

Attached is information from several other communities who allow video gaming. There are only a few other communities who split video gaming fees, but that in part is because many communities who allow video gaming are non-home rule and can only charge a flat \$25/terminal fee.

Items to consider:

- Does the Board want to split the fee?
- If so, what is the split?

Video Gaming	Fee	Payee	Notes
Bensenville	\$25/machine	Establishment	non home-rule, so flat fee; did not waive any fees
Berkley	\$1000/machine	Both	\$900 charged to the gaming terminal operator and \$100 to the local establishment. Did not waive any fees
Carol Stream	\$1000/machine	Split between Terminal Operator and Establishment	did not waive any fees
Lemont	\$25/machine	Establishment	did not waive any fees
Mokena	\$25/machine	Establishment	did not waive any fees
New Lenox	\$150/machine	Establishment	establishments can negotiate the fees with the owner/operator but establishments shared that sometimes the TO does not cooperate
Oak Forest	\$500/machine	Establishment	did not waive fees, extended deadline to Jan 31st. They have had some similar inquiries in regards to splitting fees since the State is enforcing inducement.
O'Fallon	\$1000 for licensed retail and truck stop establishments and \$250.00 for licensed fraternal and veterans' establishments	Establishment or Terminal Operator - but do not split	The City sends renewal notices and applications at the end of March for the April 30th deadline directly to the establishment or terminal operator. This depends on the party that submitted the previous years application. Fees are not split and the licenses will be mailed to the party that applies for renewal and submits payment. If this happens to be the terminal operator, they are responsible for affixing the license to each machine located at the establishment; discounted video gaming renewal fees by 25% and extended the deadline until July 31st.
Schaumburg	\$500/machine	Establishment	did not waive any fees
Tinley Park	\$1000/machine	Establishment	did not waive any fees
Villa Park	\$25/machine	Establishment	did not waive any fees
Westmont	\$25/machine	Establishment	did not waive any fees
Willowbrook	\$500/machine	Establishment	For 2021, reduced the rate by 75%, along with a reduction of the liquor license fee of \$5,000 by 75%.
Woodridge	\$250/machine \$1,250/machine TO fee	Both	TO fee met with some resistnace from one TO who called and stated that in this instance, when fees are are independently charged to the terminal operator, they could no longer provide financial support to the establishment (historically a 50/50 split). I called the Illinois Gaming Board for additional informaiton and they advised me that the terminal operator should not be paying any portion of an establishments fees under an rule that emphasises a 'prohibition of inducements'. In speaking to the attorney, he stated that this rule was established to prevent terminal operators from providing anything of value to the establishments in order to gain favor to choose them to be the operator. We have not broken out the invoices and billed them separately; no fees waived
General Note: All non-home rule communities do not have flexibility and can only charge \$25/terminal			



Interoffice Memo

Date: January 21, 2021

To: Village Board of Trustees

Cc: David Niemeyer, Village Manager

From: Hannah Lipman, Assistant to the Village Manager

Subject: Video Gaming – Fees Discussion

Both Liquor Licenses and Video Gaming Licenses are renewed annually at the end of December. Liquor Licensing fees vary; Video Gaming license holders pay \$1,000 per terminal. There are 96 active Liquor Licenses - 38 of which also have active Video Gaming licenses as an additional revenue source.

Most Liquor License holders received a six (6) month fee waiver in 2020, and have been extended a six (6) month waiver for 2021 as well. Video gaming fees were not waived.

The Mayor's Office did receive a few requests to reduce or waive the Video Gaming fees due to COVID after renewals were mailed out to the establishments. A survey of thirteen (13) other communities showed that only two (2) reduced their Video Gaming fees due to COVID. It would be important to note that other communities fees range everywhere from \$25 (non-home rule rate) to \$1,250. Tinley Park is on the higher end when it comes to Video Gaming, but on the lower end when it comes to Liquor Licensing. See attachment with more info.

To date, 29 out of 38 Video Gaming license holders have already paid the fees for 2021. Video gaming terminals were shut off by the IGB on November 20, 2020 and turned back on January 19, 2021. Given the shut off and impacts of COVID, no late penalties have been applied to any establishment paying late or who has yet to pay.

Potential Options:

- Leave the fees alone, but extend the due date through March for the nine (9) remaining establishments;
- Reimburse the 29 establishments who have already paid for the two (2) months of the shutoff. This comes out to roughly \$83 per terminal per month; averages to +/- \$830 reimbursement per establishment depending on the number of terminals they have; would cost the Village about \$24,070). Fees would be reduced by +/- \$830 for the 9 who have yet to pay; or
- Waive the +/- \$830 for the 29 establishments who have already paid for 2021 in 2022.

Video Gaming	Fee	Payee	Notes
Bensenville	\$25/machine	Establishment	non home-rule, so flat fee; did not waive any fees
Berkley	\$1000/machine	Both	\$900 charged to the gaming terminal operator and \$100 to the local establishment. Did not waive any fees
Carol Stream	\$1000/machine	Split between Terminal Operator and Establishment	did not waive any fees
Lemont	\$25/machine	Establishment	did not waive any fees
Mokena	\$25/machine	Establishment	did not waive any fees
New Lenox	\$150/machine	Establishment	establishments can negotiate the fees with the owner/operator but establishments shared that sometimes the TO does not cooperate
Oak Forest	\$500/machine	Establishment	did not waive fees, extended deadline to Jan 31st. They have had some similar inquiries in regards to splitting fees since the State is enforcing inducement.
O'Fallon	\$1000 for licensed retail and truck stop establishments and \$250.00 for licensed fraternal and veterans' establishments	Establishment or Terminal Operator - but do not split	The City sends renewal notices and applications at the end of March for the April 30th deadline directly to the establishment or terminal operator. This depends on the party that submitted the previous years application. Fees are not split and the licenses will be mailed to the party that applies for renewal and submits payment. If this happens to be the terminal operator, they are responsible for affixing the license to each machine located at the establishment; discounted video gaming renewal fees by 25% and extended the deadline until July 31st.
Schaumburg	\$500/machine	Establishment	did not waive any fees
Tinley Park	\$1000/machine	Establishment	did not waive any fees
Villa Park	\$25/machine	Establishment	did not waive any fees
Westmont	\$25/machine	Establishment	did not waive any fees
Willowbrook	\$500/machine	Establishment	For 2021, reduced the rate by 75%, along with a reduction of the liquor license fee of \$5,000 by 75%.
Woodridge	\$250/machine \$1,250/machine TO fee	Both	TO fee met with some resistnace from one TO who called and stated that in this instance, when fees are are independently charged to the terminal operator, they could no longer provide financial support to the establishment (historically a 50/50 split). I called the Illinois Gaming Board for additional informaiton and they advised me that the terminal operator should not be paying any portion of an establishments fees under an rule that emphasises a 'prohibition of inducements'. In speaking to the attorney, he stated that this rule was established to prevent terminal operators from providing anything of value to the establishments in order to gain favor to choose them to be the operator. We have not broken out the invoices and billed them separately; no fees waived
General Note: All non-home rule communities do not have flexibility and can only charge \$25/terminal			

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2021-R-006**

**A RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT BETWEEN THE
COOK COUNTY DEPARTMENT OF HEALTH AND THE VILLAGE OF TINLEY PARK TO
UTILIZE THE TINLEY PARK CONVENTION CENTER TO PERFORM EMERGENCY
PUBLIC HEALTH ACTIVITIES IN RESPONSE TO THE COVID-19 PANDEMIC**

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

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

RESOLUTION NO. 2021-R-006

A RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT BETWEEN THE COOK COUNTY DEPARTMENT OF HEALTH AND THE VILLAGE OF TINLEY PARK TO UTILIZE THE TINLEY PARK CONVENTION CENTER TO PERFORM EMERGENCY PUBLIC HEALTH ACTIVITIES IN RESPONSE TO THE COVID-19 PANDEMIC

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Memorandum of Agreement (“MOA”) by and between the Village of Tinley Park and the Cook County Department of Health, to utilize the Tinley Park Convention Center to perform emergency public health activities in response to the COVID-19 pandemic, a true and correct copy of such MOA 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 MOU 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 Memorandum of Understanding be entered into and executed by said Village of Tinley Park, with said MOU 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 26th day of January, 2021, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 26th day of January, 2021, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1
MEMORANDUM OF 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. 2021-R-004, “A RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT BETWEEN THE COOK COUNTY DEPARTMENT OF HEALTH AND THE VILLAGE OF TINLEY PARK TO UTILIZE THE TINLEY PARK CONVENTION CENTER TO PERFORM EMERGENCY PUBLIC HEALTH ACTIVITIES IN RESPONSE TO THE COVID-19 PANDEMIC”, which was adopted by the President and Board of Trustees of the Village of Tinley Park on January 26, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 26th day of January, 2021.

VILLAGE CLERK



Interoffice Memo

Date: January 13, 2021
To: Village Board
From: Pat Carr, Asst. Village Manager
CC: Dave Niemeyer, Village Manager
Subject: Data Center Interface

Attached is a quote from our provider Meridian IT for an interface to centrally manage both of our data centers. This is part of the Villages Disaster Recovery Plan. The cost for this service is \$22,549.63 and included in current year budget.

Requesting approval to execute agreement with Meridian IT.



VMWare

Proposal #004390 V1

PREPARED FOR
Village of Tinley Park

 **meridian IT**

VMWare

Account Manager:
 Mike Arvia
 1-847-964-2822
 mike.arvia@meridianitinc.com

Proposal Prepared by:
 Christine LaValle
 christine.lavalle@meridianitinc.com

Prepared for:
Village of Tinley Park
 16250 Oak Park Avenue
 Tinley Park, IL 60477
 Steve Clemmer
 sclemmer@tinleypark.org

Details:
Proposal #:004390 v1
 Delivery Date: 12/09/2020
 Expiration Date: 01/29/2021

Products

Part #	Description	Qty	Price	Ext. Price
VR8-OSTC-C	VMware vRealize Operations 8 Standard (Per CPU)	4	\$809.55	\$3,238.20
VCS7-STD-C	VMware vCenter Server 7 Standard for vSphere 7 (Per Instance)	1	\$3,766.75	\$3,766.75
VS7-EPL-C	VMware vSphere 7 Enterprise Plus for 1 processor	4	\$2,408.65	\$9,634.60
Subtotal:				\$16,639.55

1 Year Support

Part #	Description	Qty	Price	Ext. Price
VR8-OSTC-P-SSS-C	Production Support/Subscription for VMware vRealize Operations 8 Standard (Per CPU) for 1 year	4	\$295.32	\$1,181.28
VS7-EPL-P-SSS-C	Production Support/Subscription for VMware vSphere 7 Enterprise Plus for 1 processor for 1 year	4	\$827.08	\$3,308.32
VCS7-STD-P-SSS-C	Production Support/Subscription VMware vCenter Server 7 Standard for vSphere 7 (Per Instance) for 1 year	1	\$1,420.48	\$1,420.48
Subtotal:				\$5,910.08

Terms and Conditions

If there is software included herein, Client hereby agrees to the terms of the applicable manufacturer's End User Licensing Agreement. If services are included as part of this purchase, a separate services contract may be provided for review and signature following the execution of this Proposal. Prices are subject to change and may exclude freight charges and applicable taxes, unless listed above. Rush orders may require an additional charge. Purchaser must obtain a valid RMA approval before returning any Equipment. Maintenance cancellations are subject to manufacturer approval. Any amounts paid by credit card will be charged a six percent (6%) convenience fee. Terms are **Net 30** unless otherwise agreed to in writing.

This proposal details Product, Software, and/or Maintenance to be source by Meridian IT Inc., ("Meridian") to Village of Tinley Park ("Client"). The parties hereto acknowledge and agree that the acquisition of Product, Software and/or Maintenance in this proposal is governed by Meridian IT Inc. Terms and Conditions: <http://www.meridianitinc.com/terms-and-conditions.html>

Proposal Summary

Description	Amount
Products	\$16,639.55
1 Year Support	\$5,910.08
Total:	\$22,549.63

By approving this order, you are affirming that you are a duly authorized representative of the indicated company and agree to be bound by this agreement's terms and conditions. Only proposals that include Service Contracts will be countersigned and returned to the Client Contact.

Meridian IT Inc.

Village of Tinley Park

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Signature: _____
 Name: _____
 Title: _____
 Date: _____



Interoffice Memo

Date: 01/13/2021
To: Village Board
From: Commander Stanley J. Tencza
Subject: Illinois State Police District #5 Range MOU

The Police Department is looking to enter into a Memorandum of Understanding (MOU) with the Illinois State Police District #5 for the use of their range. The MOU was vetted by Kevin Kearney of Peterson, Johnson & Murray Chicago, LLC. The MOU is necessary for the use of their range. This is an outdoor and covered range with several different targeting systems (pistol, shotgun and rifle) and a training room. The use of this range is necessary for our officer to continue to develop their firearms competence.

Once the MOU is signed by our representative, I will have it signed by the ISP District #5 Commander. The ISP Commander will determine the termination date.

MEMORANDUM of UNDERSTANDING
Use of Departmental Range

The Illinois State Police, hereinafter referred to as the "Department," and the requesting outside agency, hereinafter referred to as the "Agency," hereby agree to the following conditions and provisions:

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to allow qualified personnel from outside law enforcement agencies to use Departmental range facilities.

II. TERM

This MOU shall commence from the date of signature of each of the parties and shall terminate on _____.

III. Definitions

A. Qualified Personnel

1. Personnel who are authorized by their Agency to perform qualification/training shoots and are certified by the Illinois Law Enforcement Training and Standards Board (ILETSB).
2. Personnel of an ILETSB exempt Agency who are authorized and certified to perform qualification/training shoots by their Agency.
3. Certified range officers are Qualified personnel.

B. Certified range officer

1. A Department officer certified in the Department Firearms Instructor Course.
2. Officers certified by successful completion of an ILETSB Firearms Instructor Course or equivalent for ILETSB exempt Agencies.

IV. RESPONSIBILITIES OF THE PARTIES

A. Department's Responsibilities

1. The Department will have full and final authority over all personnel and related activities on the range.
2. Use of the Academy range is subject to authorization by the Department Academy Commander.
3. Use of District range facilities is subject to authorization by the respective District Commander.
4. The Department shall retain the authority to establish any rules or regulations regarding the use of its ranges.
5. The Department may, at its discretion, suspend or terminate the Agency's use of the range at any time if the Agency is violating any rules or regulations or the shoot is no longer considered safe.

B. Agency's Responsibilities

1. The Agency will furnish their own targets, ammunition and all other equipment relative to their use of the range.

Memorandum of Understanding
Use of Departmental Range

2. The Agency will conduct their own shoots.
3. The Agency must provide a certified range officer who will take charge and supervise the Agency's activities when using the Department range.
4. The Agency shall ensure that all Agency personnel will wear eye and ear protection while on the range.
5. The Agency must have the personnel and related activities approved by the Department. In addition, the Agency will check in and out with onsite Department personnel both prior to and following the use of a Departmental range facility.
6. Set-up and clean-up are the responsibility of the Agency.
7. The Agency will immediately report any and all injuries that occur on Departmental property to the Department.
8. The Agency agrees to comply with the following range rules and regulations as well as any additional Department range operations rules and regulations that are posted:
 - a. Do not load, unload, or handle your weapon unless you are on the firing line, no one else is down range from you and you have the permission of the instructor.
 - b. When on the firing line, all muzzles will be pointed safely down range at all times.
 - c. If you have a problem with your weapon that you cannot fix, keep your weapon pointed safely down range, raise your hand and wait for an instructor to come to you.
 - d. There will be a safety area where you can work on or clean your weapon. Weapons will only be assembled, disassembled, cleaned or otherwise worked on in the designated safety area. No ammunition will be permitted in the safety area.

IV. GENERAL PROVISIONS

- A. **Termination.** Either party may terminate this MOU with advance written notice to the other party of such termination.
- B. **Renewal.** Renewal of this MOU may be completed upon written agreement of the Agency and Department.
- C. **Modifications by Operation of Law.** This MOU is subject to such modifications as the Department determines may be required by changes in Federal or State law or regulations applicable to this MOU. Any such required modification shall be incorporated into and become part of this MOU as if fully set forth herein. The Department shall timely notify the Agency of any pending implementation of or proposed amendment to such regulations of which it has notice.
- D. **Discretionary Modifications.** Any modifications to this MOU must be in writing and acceptable to both parties. Any suggested changes or addendums may be submitted in writing by either party at any time. Both parties agree to respond to the other party in writing within 30 days of a suggested change. Both parties must agree in writing to accept and enforce any changes to this MOU.

Memorandum of Understanding
Use of Departmental Range

- E. **Cancellation.** The Department has the sole authority to cancel an event if the Department determines that the event is prevented, rendered impossible or infeasible by any act, or regulation of any public authority or bureau, civil tumult, strike, epidemic or outbreaks, including illnesses such as Foot and Mouth Disease, interruption in delay of transportation services, war, act of God, emergencies or any other similar or dissimilar cause beyond its control. If an event is cancelled under this paragraph, it is understood and agreed that there shall be no claim for damages by either party to the contract, and that the parties' obligations under this MOU are deemed waived. If an event is cancelled under this paragraph, the Department will notify the Agency and return all monies paid to the Department under this MOU.
- F. **Force Majeure.** Should the respective Department range or a portion of the Department range be closed or the performance of this MOU by either party be prevented, rendered impossible or infeasible by any act, or regulation of any public authority or bureau, civil tumult, strike, epidemic or outbreaks, including animal illnesses, interruption in or delay of transportation services, war, Act of God, emergencies or any other similar or dissimilar cause beyond the control of either party, it is understood and agreed that there shall be no claim for damages by either party to the contract, and that the parties' obligations under this agreement are deemed waived.
- G. **Waiver of Liability.** The Agency and the person executing this application in his/her capacity as the responsible official representing the Agency, hereby accepts full responsibility for the conduct of any and all shoots and hereby releases the State of Illinois, the Department and its agents or employees from any liability or claim that may arise from any injury or other accident or incident involving any persons using these facilities with the Agency. The Agency and the person executing this application in his/her capacity further agrees to indemnify, release and hold harmless the State of Illinois, the Department and its agents or employees from the action of any third party resulting from the act, negligence or otherwise, of any member of the Agency.
- F. **Reimbursement.** The Agency and the person executing this application agree to reimburse the Department any expenditure that it incurs for any damage caused by the Agency, except damages caused by normal wear and tear.

V. **APPLICABLE STATUTES**

- A. **Agency's Responsibility.** All applicable Federal, State and local laws, rules and regulations governing the performance required by the Agency shall apply to this MOU and will be deemed to be included in this MOU the same as though written herein in full. The Agency is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Department shall not be responsible for monitoring the Agency's compliance.

Memorandum of Understanding
Use of Departmental Range

VI. MISCELLANEOUS PROVISIONS

- A. Governing Law.** This MOU shall be governed by and construed according to Illinois law.
- B. Waivers.** A waiver of any condition of this MOU must be requested in writing. No waiver of any condition of this MOU may be effective unless in writing from and signed by the Director of the Department.
- C. Severability Clause.** If any provision under this MOU or its application to any person or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this MOU, which can be given effect without the invalid provision or application.
- D. Integration Clause.** This MOU, consisting of 4 pages, along with any attachments, is the full and complete agreement between the parties and there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.

Executed this _____ day of _____, 20__.

District or Academy Commander
Illinois State Police

Agency Representative

Print Name/Title

**PUBLIC
COMMENT**

ADJOURNMENT