

**NOTICE - VILLAGE OF TINLEY PARK**  
**MEETING OF THE COMMITTEE OF THE WHOLE**

**NOTICE IS HEREBY GIVEN** that a regular Committee of the Whole Meeting of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, October 18, 2022, 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. ROLL CALL.
3. CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD ON OCTOBER 4, 2022.
4. CONSIDER A CLASS E LIQUOR LICENSE FOR FRATELLO'S CAFÉ & DELI, 7101 WEST 183<sup>RD</sup> STREET.
5. CONSIDER AMENDING TITLE XI, CHAPTER 112, SECTION 22 - CLASS EV REDUCTION.
6. CONSIDER BUILDING CODE UPDATE FOR INTERNATIONAL BUILDING CODE (IBC), INTERNATIONAL FIRE CODE (IFC), AND INTERNATIONAL MECHANICAL CODE (IMC).
7. DISCUSS BUSINESS LICENSE FEES.
8. CONSIDER AN AGREEMENT WITH MUNICIPAL GIS PARTNERS, INC. FOR GEOGRAPHIC INFORMATION SYSTEM (GIS).
9. CONSIDER AN ENGINEERING CONTRACT WITH ROBINSON ENGINEERING FOR PEDESTRIAN CROSSING FOR 179<sup>TH</sup> & LAGRANGE ROAD.
10. CONSIDER AN ENGINEERING CONTRACT WITH ROBINSON ENGINEERING FOR THE OAK PARK AVENUE SIDEWALK IMPROVEMENTS - TINLEY PARK DRIVE TO 171ST STREET.
11. CONSIDER A CONTRACT RENEWAL WITH BEVERLY SNOW & ICE, INC. FOR PARKING LOT SNOW REMOVAL (3<sup>RD</sup> YEAR).
12. CONSIDER A CONTRACT RENEWAL WITH ROY ZENERE TRUCKING AND EXCAVATING FOR CUL-DE-SAC SNOW REMOVAL (3<sup>RD</sup> YEAR).
13. CONSIDER A CONTRACT WITH MORTON SALT, INC. FOR BULK ROAD SALT PURCHASE.
14. CONSIDER A CONTRACT RENEWAL WITH B & B HOLIDAY DECORATING FOR HOLIDAY DECORATIONS (2<sup>ND</sup> YEAR).
15. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

NANCY M. O'CONNOR, VILLAGE CLERK

**ROLL**

**CALL**

**MINUTES**  
**Meeting of the Committee of the Whole**  
**October 4, 2022 – 6:00 p.m.**  
**Village Hall - Council Chambers**  
**16250 S Oak Park Ave.**  
**Tinley Park, IL 60477**

**Item #1** - At 6:04 p.m. the regular meeting of the Committee of the Whole was called to order.

**Item #2** - Clerk O'Connor called the roll. Present and responding to roll call were the following:

Members Present:      M. Mueller, President Pro Tem  
                                 N. O'Connor, Village Clerk  
                                 W. Brady, Village Trustee  
                                 W. Brennan, Village Trustee  
                                 D. Galante, Village Trustee  
                                 D. Mahoney, Village Trustee  
                                 C. Sullivan, Village Trustee  
                                 M. Glotz, Village President

Members Absent:

Staff Present:            P. Carr, Village Manager  
                                 H. Lipman, Assistant Village Manager  
                                 L. Rafferty, Deputy Police Chief  
                                 D. Adamski, Assistant Village Treasurer  
                                 S. Klotz, Fire Chief  
                                 D. Ritter, Interim Community Development Director  
                                 J. Urbanski, Public Works Director  
                                 D. Framke, Marketing Director  
                                 A. Ardolino, Information Technology Director  
                                 P. O'Grady, Village Attorney

Others Present:

**Item #3 - CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD SEPTEMBER 20, 2022** – Motion was made by Trustee Brady, seconded by Trustee Brennan to approve the minutes of the Committee of the Whole meeting held on September 20, 2022. President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

**Item #4 – CONSIDER CONTRACT WITH EPR SYSTEMS USA, INC. FOR A FIRE RECORD MANAGEMENT SYSTEM (RMS)** – The Fire Department is required to track and maintain information in a Records Management System (RMS) related to fire incidents, investigations, and inspections. The current software that stores this information is nearing its end of life, at which time the software will no longer be supported by the vendor.

An RFP for a new Fire RMS was released in July 2022 soliciting pricing for a five (5) year term. Five (5) vendors and proposals were received. Submissions were reviewed by Village Fire and IT staff and evaluated on total cost, software functionality, and vendor experience. Two (2) proposals were selected

for further evaluation through vendor demonstrations and Q&A. As part of the evaluation, the two (2) finalists were asked to provide best and final pricing of their proposed solution.

The EPR Fireworks Fire RMS proposal was determined to provide the most cost-effective and robust functionality at a five-year cost of \$62,457.00. This cost includes installation services, data migration, and software maintenance. Funding is budgeted and available in the approved FY23 budget via capital funds allocated for the Fire Records Management System project.

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Brennan, seconded by Trustee Galante to recommend a contract with EPR Systems USA, Inc. for a Fire Record Management System (RMS) be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

**Item #5 - CONSIDER A CLASS A LIQUOR LICENSE FOR HOLIDAY INN TINLEY PARK, 18320 NORTH CREEK DRIVE** – Upon completion of construction at 18320 North Creek Drive, the new Holiday Inn Tinley Park will feature 108 guest rooms, an approximately 1500-square-foot meeting space for small events, a full bar, and a bistro-concept restaurant. The applicant is seeking a Class A (Bar) liquor license.

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mueller, seconded by Trustee Sullivan to recommend a Class A Liquor License for Holiday Inn Tinley Park, 18320 North Creek Drive, be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

**Item #6 – CONSIDER A GRANT OF INDEFEASIBLE RIGHT OF USE (IRU) FOR FIBER OPTIC CABLE & FIBER OPTIC CONDUIT** – The Village has been presented an IRU from Cook County on behalf of the Cook County Bureau of Technology for utilization and installation of fiber optic network equipment at various locations across the Village. Per the agreement, the Village will provide the County rights to collocate fiber optic cable within already installed Village-owned conduit. In return, the County will install conduit and fiber optic cable for exclusive rights use by the Village. The installed conduit and fiber optic cable will connect Fire Station #48, 9191 175<sup>th</sup> Street to the Village's existing fiber network. There will be no cost to the Village pertaining to this IRU.

Trustee Brennan asked if this would allow for open access points. John Urbanski, Public Works Director, explained this expands the hard lines, but there is a small potential for broadband.

Motion was made by Trustee Mueller, seconded by Trustee Mahoney to recommend a Grant of Indefeasible Right of Use (IRU) for fiber optic cable and fiber optic conduit be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

**Item #7 – CONSIDER A CONTRACT WITH SHARLEN ELECTRIC COMPANY FOR A FIBER OPTIC NETWORK AT LIFT STATION POST 20 – 183RD STREET AND LAGRANGE ROAD** – This work consists of connecting Lift Station Post 20, 183<sup>rd</sup> Street and LaGrange Road, to the Village fiber optic network by utilizing infrastructure being installed for Fire Station #48 as part of Cook County's Chicago Southland Fiber Network Expansion Project. The fiber optic cable for Lift Station Post 20 will be collocated within the conduit for Fire Station #48 and installed concurrently. This is a sole source

request with Sharlen Electric, the Chicago Southland Fiber Network Expansion Project Contractor. Installing the Post 20 fiber optic cable concurrently avoids significant cost increases, time delays, and logistical obstacles. Although the Village is not competitively bidding out the work, Sharlen Electric was awarded the contract for the base bid per the Cook County bidding requirements.

Funding is budgeted for in the FY23 Capital Budget (26-00-000-75707).

Total Budget Available:	\$2,500,000.00
Current Lift Station Post 20 Contract Amount:	\$2,035,239.60
Proposal Amount:	\$ 106,868.48
Contingency Amount (15%):	\$ 16,030.27
Difference Under Budget:	\$ 341,861.65

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Brennan, seconded by Trustee Mahoney to recommend a contract with Sharlen Electric Company for a fiber optic network at Lift Station Post 20 – 183<sup>rd</sup> Street and Lagrange Road be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

**Item #8 – RECEIVE COMMENTS FROM THE PUBLIC –**

President Pro Tem Mueller asked if there were any comments from the public. There were none.

Motion was made by Trustee Brady, seconded by Trustee Mahoney, to adjourn the Committee of the Whole. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the meeting adjourned at 6:14 p.m.



# Interoffice Memo

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**Date:** October 18, 2022

**To:** Village Board of Trustees

**From:** Kristin Thirion

**Subject:** Fratello's Café & Deli –Class E Liquor License Request

The applicant, Mr. Sam Safar, is in the process of purchasing Fratello's Café & Deli, located at 7101 West 183<sup>rd</sup> Street. In keeping with the business' current operational model and licensing, the applicant is seeking a Class E (Sit-Down Dining/Beer & Wine) liquor license with the intent of subsequently pursuing a Class EV (Sit-Down Dining/Beer & Wine [Video Gaming]) license.

## LETTER OF INTENT

Good afternoon Mr. Glotz,

My name is Sam Safar, I am in the process of buying Fratello's Deli & Cafe, located at 7101 W 183Rd. Street. It is my intent to run the business exactly the same as it is currently operating, I am keeping all of the employees and the entire staff and would continue to have the exact same menu, I hope you will approve my request to transfer the liquor license under my name.

My family and I live in the area and we look forward to own a business in Tinley Park.

Sincerely,

*Sam Safar*

Sam Safar  
samsafar86@aol.com



## Pollo (Chicken) Sandwiches

### **Pollo Caprese ..... \$10.49**

Marinated Flame Grilled Chicken, Fresh Mozzarella, Basil, Lettuce, Tomato & Balsamic Glaze On Italian Loaf

### **Pollo Italiano ..... \$10.49**

Marinated Flame Grilled Chicken Breast, Roasted Red Peppers, Provolone Cheese, Parsley Gremolata, Mixed Greens & Tomato On Toasted Tomato Focaccia Bread

### **Chicken Avocado ..... \$10.49**

Marinated Flame Grilled Chicken Breast, Avocado, Chipotle Mayo, Lettuce & Tomato On Brioche Bun

### **Classic Chicken ..... \$10.81**

Marinated Flame Grilled Chicken Breast, Mayo, Lettuce & Tomato On Brioche Bun

### **Chicken Parmesan ..... \$10.81**

Pan Fried Chicken Breast, Pomodoro Sauce, Melted Mozzarella & Romano Cheese Blend On Italian Loaf

### **Greek Chicken Pita ..... \$10.81**

Marinated Flame Grilled Chicken Breast, Feta Cheese, Tzatziki Sauce, Diced Peppers, Kalamata Olives, Lettuce, Tomato & Red Onion On Pita

### **Chicken Club ..... \$10.38**

Marinated Flame Grilled Chicken Breast, Bacon, Deli Sliced Gouda Cheese, Creamy Garlic Aioli, Lettuce & Tomato On Italian Loaf

### **Lemon Chicken ..... \$10.99**

Lightly Breaded Boneless Chicken Breast On A Toasted Italian Bread, Lemon Aioli, Roma Tomatoes & Arugula.

## Deli Wraps & Grilled Flatbread

**Choose From Sun Dried Tomato, Wheat, or Spinach Tortilla or Grilled Flatbread. We Proudly Feature Boar's Head!**

### **Southwest Turkey ..... \$10.49**

Smoked Turkey Breast, House Made Chipotle Mayo, Fire Roasted Corn & Black Bean Salsa, Cilantro, Lettuce & Tomato

### **Chipotle Chicken ..... \$10.49**

Marinated Flame Grilled Chicken Breast, Bacon, House Made Chipotle Mayo, Roasted Peppers, Shredded Cheddar Jack Cheese, Lettuce & Tomato

### **Mediterranean Chicken ..... \$10.49**

Marinated Flame Grilled Chicken Breast, Feta Cheese, Tzatziki Sauce, Kalamata Olives, Red Onion, Diced Green Peppers, Lettuce & Tomato

### **Chicken BMT ..... \$10.49**

Marinated Flame Grilled Chicken Breast, Fresh Mozzarella, Basil, Tomato, Lettuce & Balsamic Glaze

### **Buffalo Bleu Chicken ..... \$10.49**

Marinated Flame Grilled Chicken Breast, Bleu Cheese Dressing, Gorgonzola Crumbles, Hot Giardiniera, Lettuce, Tomato & Frank's Hot Sauce

### **Chicken Caesar ..... \$10.49**

Marinated Flame Grilled Chicken Breast, Caesar Dressing, Shredded Asiago, Arcadia Lettuce & Baked Croutons

**All Chicken Is Fresh, Never Frozen & Cooked To Order!**

## Insalata (Salad) Menu

**Salad Comes With Bread of the Day**

**Dressing Choices:** Fratello's House Italian, House Made Ranch, Apple Vinaigrette, Bleu Cheese, Creamy Garlic, Asian Sesame, Caesar, Lime Vinaigrette, Cilantro Lime

### **Italian Chopped Salad ..... Full \$11.19 / 1/2: \$7.79**

Diced Salami, Ham, Provolone Cheese, Fresh Mozzarella, Roasted Red Peppers, Kalamata & Green Olives, Tomato, Red Onion & Garlic Croutons

### **Chicago Style Chicken Chop Salad ..... Full \$11.19 / 1/2: \$7.79**

Grilled Chicken, Gorgonzola Cheese, Diced Tomato, Scallions, Cucumber, Carrots, Chopped Bacon, Ditalini Pasta

### **Southwest Blackened Chicken Salad ..... Full Full \$11.19 / 1/2: \$7.79**

Cajun Chicken Breast, Corn & Black Bean Salsa, Tomato, Cucumber, Cilantro, Cheddar Jack Cheese, Avocado & Tortilla Strips

### **Chicken Apple & Pecan Salad ..... Full \$11.19 / 1/2: \$7.79**

Grilled Chicken, Crisp Apple Slices, Candied Pecans, Gorgonzola, Dried Cranberries, Carrots, Tomato & Croutons

### **Cobb Salad ..... Full \$11.19 / 1/2: \$7.79**

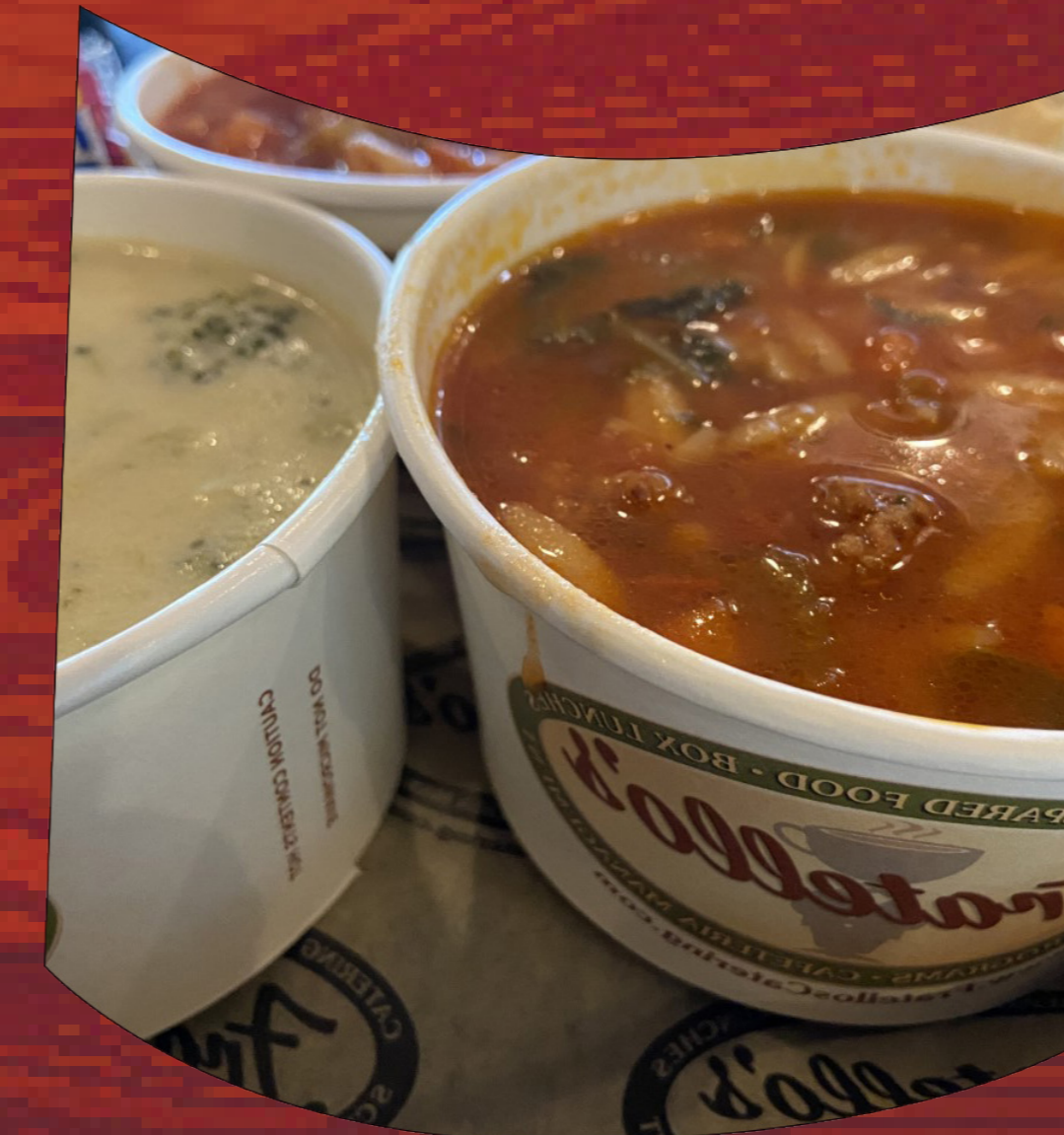
Grilled Chicken Breast, Chopped Bacon, Eggs, Scallions, Gorgonzola Cheese, Tomato & Avocado

### **Fratello's Greek Salad ..... Full \$11.19 / 1/2: \$7.79**

Grilled Chicken, Tomato, Cucumber, Pepperoncini, Roasted Red Pepper, Green Olives, Kalamata Olives & Feta Cheese

### **Chicken Caesar Salad ..... Full \$11.19 / 1/2: \$7.79**

Marinated Flame Grilled Chicken Breast, Caesar Dressing, Shredded Asiago, Arcadia Lettuce & Baked Croutons



## Beef, Sausage & Grill

**Fratello's Beef is Specially Cooked Here In the Cafe**

**Italian Beef..... \$9.69**

Melted Mozzarella \$.75

Fratello's Slow Roasted, Thinly Sliced, Italian Beef On Gonnella French Bread.  
Includes Sweet Or Hot Peppers

**Beef & Sausage Combo .....\$10.69**

The Best Of Both Worlds! The Cadillac Of Sandwiches!

**Italian Meatball..... \$9.69**

Mamma Martino's Family Recipe Of Ground Beef & Pork, Making This The Most  
Delicious Meatball Sandwich Around!

**Grilled Italian Sausage ..... \$8.79**

Char-Grilled For That 4th Of July Taste All Year Round!

**Eggplant Parmesan..... \$9.69**

Hand Breaded, Thinly Sliced, Eggplant Topped With Marinara Grated Parmesan  
And Melted Mozzarella Cheeses

**Angus Burger..... \$10.09**

1/2lb Black Angus Beef Topped With Deli American Cheese, Lettuce, Tomato,  
Onion, Pickle, Ketchup, And Parsley Gremolata

**Bacon & Onion Jam Burger ..... \$10.09**

1/2lb Black Angus Beef Topped With Deli Jalapeno Cheese, Lettuce, Tomato,  
Onion, Pickle, Ketchup, And Bacon & Onion Jam. Fratello's Twist On An Already  
Great Burger!

**Breaded Steak Sandwich..... \$10.09**

Hand Breaded Tender Steak Topped With Marinara And Mozzarella Cheese

**Reuben ..... \$10.09**

Tender Slow-Cooked Corned Beef Brisket (Made On Site!) Trimmed Lean,  
Sliced Thin, And Piled High On Grilled Marble Rye With Swiss Cheese,  
Thousand Island Dressing & Sauerkraut

**Veggie Burger..... \$9.09**

1/2lb Hand Packed Patty Made With Black & Pinto Beans, Portabella & Cremini  
Mushrooms, Roasted Corn, Brown Rice, Cilantro & Onion Served On Brioche  
Bun With Roasted Garlic Cheese & Parsley Gremolata, Mixed Greens, Onion &  
Roma Tomatoes

**Turkey Burger ..... \$9.09**

1/3lb Turkey Patty Topped With Swiss Cheese, Chipotle Mayo, Mixed Greens,  
Tomato & Red Onion On Brioche Bun

**Patty Melt .....\$11.09**

1/2lb Angus Burger, Caramelized White Onions, Gouda And American Cheese  
Melted To Perfection And Bacon Onion Jam Served On Grilled Turano Marble  
Rye

**Buffalo Bleu Burger ..... \$10.09**

1/2lb Angus Beef, Crispy Bacon, Gorgonzola Cheese, Arcadia Lettuce, Tomato  
Frank's Hot Sauce & Red Onion All On A Toasted Brioche Bun

**Pot Roast Sandwich..... \$10.99**

6 Ounces Of Prime Tender Roasted Beef On A Toasted Pretzel Bun With A  
Touch Of Our Savory Sauce, Boars Head Swiss, Caramelized Onions

**Beef and Cheddar Croissant ..... \$8.69**

Perfect Blend Of Our Italian Beef On A Fresh Croissant With Cheddar Cheese  
Sauce

## Fresh From Our Deli

**Waldorf Chicken Salad Sandwich ..... \$8.79**

Homemade Chicken Salad With Pecans On Multigrain Bread With Lettuce &  
Tomato

**Italian ..... \$9.79**

Hard Salami, Capicola, Mortadella, Ham & Provolone On Italian Loaf With Mixed  
Greens, Tomato, Onion & House Italian Vinaigrette

**The Americano ..... \$9.79**

Roast Beef, Smoked Turkey, Deli American Cheese, Lettuce, Tomato & Mayo  
On Italian Loaf

**Turkey BLT..... \$9.79**

Smoked Turkey, Bacon, Lettuce & Tomato On Multigrain Bread With Sun Dried  
Tomato Sauce

**The Arrabbiato (Angry Italian)..... \$9.79**

Hard Salami, Capicola, Mortadella, Soppressata & Provolone On Italian Loaf  
With Mixed Greens, Tomato, Onion, House Italian Vinaigrette & Homemade  
Giardiniera

**Fratello's Muffuletta ..... \$10.29**

Provolone, Mortadella, Capicola, Soppressata, Salami, Lettuce, Tomato And  
Muffuletta Spread On Toasted Herb Focaccia – Yes, It Is As Good As It Sounds!

*Make Any Sandwich a Combo:*

**Combo 1: Choice of Chips, Deli Salads or Fries & Fountain  
Drink for \$5.19**

**Combo 2: Soup & Fountain drink for \$6.39**



## Panini

Slices Italian Loaf Brushed with Imported Extra Virgin Olive Oil & Grilled On Our Panini Press Adding A Crunchy, Chewy Texture. Lettuce & Tomato Served On The Side

### Italian Melt .....\$10.19

Salami, Prosciutto De Parma, Capicola, Provolone, Roasted Peppers & Parsley Gremolata

### Caprese Panini ..... \$9.69

Fresh Mozzarella, Tomato, Basil & Balsamic Glaze

### Roast Beef With Bacon & Onion Jam \$10.29

Roast Beef, Bacon & Onion Jam & Smoked Gouda Cheese

### Eggplant & Mozzarella .....\$10.29

Breaded Eggplant, Roasted Red Peppers, Fresh Mozzarella, Basil & Parsley Gremolata

### Chicken Saltimbocca.....\$10.69

Grilled Chicken, Prosciutto De Parma, Fontina Cheese & Sun Dried Tomato Sauce

### Prosciutto, Mozzarella & Basil.....\$10.69

Prosciutto De Parma, Fresh Mozzarella, Basil & Sun Dried Tomato Spread

### Chicken BMT Panini.....\$10.69

Grilled Chicken, Fresh Mozzarella, Basil & Sun Dried Tomato Sauce

## Pasta Cucina

Add Chicken or Sliced Italian Sausage for \$2.25  
Served with Bread of the Day

### Pasta Primavera ..... \$12.09

Colorful Blend Of Garden Fresh Veggies Tossed With Rigatoni In Our White Wine Cream Sauce

### Rigatoni Ala Vodka..... \$12.09

Rigatoni Tossed In Our Own Vodka Sauce With Spinach

### Spinach Ravioli Alfredo ..... \$12.09

7 Pillows Tossed In Our House Made Alfredo Sauce

### Pasta Pomodoro..... \$10.09

Penne Pasta Tossed In Our Cherry Tomato Basil Sauce

### Chicken Tetrazzini..... \$13.09

Penne Pasta Tossed In Our Creamy Alfredo Sauce With Grilled Onions & Portabella Mushrooms, Tossed Mozzarella Cheese

### Pancetta & Portabella Fettuccine ..... \$13.09

Imported Pancetta, Portabella Mushroom, Onion Sautéed In Cherry Tomato Parmesan Sauce

### Cajun Pasta..... \$13.09

Sautéed Andouille & Italian Sausage, Chicken, Peppers & Onion In Our Signature Cajun Tomato Cream Sauce

## Kid's Menu \$6.19

Comes with Your Choice of Soft Drink

### Kid's Penne Pasta & Roll

### Kid's Burger & Fries (add cheese \$.50)

### Kid's Grilled Cheese & Fries

### Kid's Chicken Fingers & Fries

## Sides

### French Fries ..... \$3.69

### Cheese Fry Basket..... \$4.39

### Soup Of The Day..... \$5.09

Or Choose Any of Our Homemade Deli Salads  
(Sold By The Pound)

## Loaded Fries & Wings

### Loaded Waffle Fries..... \$4.89

Crispy Waffle Fries, Scallions, Cheese Sauce, Crispy Bacon, Sour Cream.

### Loaded Bleu Cheese Fries..... \$4.89

Crispy Waffle Fries, Gorgonzola, Bleu Cheese Dressing, Crispy Bacon, Scallions, Frank's Hot Sauce

### Boneless Chicken Wings..... \$9.89

Half Pound Of Our Boneless Wings Tossed In Sauce Of Your Choice: BBQ, Hot Or Chipolte



## Healthy Living Menu

**Double the Chicken: \$2.50**

**Gluten-Free Tortilla: \$1.00 extra**

**Power Wrap ..... \$10.49**

Char-Grilled Chicken Breast, Corn & Black Bean Salsa, Tomato, Avocado, Roasted Red Peppers, Spinach & Cilantro Lime Vinaigrette On A Spinach Tortilla

**Popeye Wrap ..... \$10.49**

Spinach Tortilla, Char-Grilled Chicken, Baby Spinach, Diced Roma Tomato, Shaved Asiago, Roasted Red Peppers & Parsley Gremolata

**Blackened Salmon Salad ..... \$15.59**

Spicy Seared Salmon On Top Of Spinach, Candied Pecans, Dried Cranberries, Hard Boiled Egg & Gorgonzola Cheese

**Arugula Salad ..... \$10.49**

Baby Arugula, Dried Cranberries, Freshly Shaved Asiago Cheese, Cucumber & Diced Roma Tomato

**Arugula & Chicken Salad ..... \$11.49**

Grilled Chicken, Baby Arugula, Dried Cranberries, Freshly Shaved Asiago Cheese, Cucumber & Diced Roma Tomato

**Veggie Burger (Bunless) ..... \$10.49**

1/3lb Veggie Burger Served On A Bed Of Arugula With Corn & Black Bean Salsa, Avocado Slices, Roma Tomato, Diced Bell Pepper, Cucumber & Cilantro Lime Vinaigrette

**Chicken & Veggie Bowl ..... \$12.49**

Grilled Chicken Breast, Sautéed Peppers, Onions, Broccoli, Roasted Red Peppers, Spinach, Corn & Black Bean Salsa, With Brown Rice

**Cajun Chicken & Veggie Bowl ..... \$12.49**

Cajun Chicken Breast, Sautéed Peppers, Onions, Broccoli, Roasted Red Peppers, Spinach, Corn & Black Bean Salsa, With Brown Rice

**Veggie Bowl ..... \$11.49**

Sautéed Peppers, Onions, Broccoli, Roasted Red Peppers, Spinach, Corn & Black Bean Salsa, With Brown Rice

**Cajun Steak & Veggie Bowl ..... \$12.49**

Cajun Seasoned Flank Steak, Sautéed Peppers, Onions, Broccoli, Roasted Red Peppers, Spinach, Corn & Black Bean Salsa, With Brown Rice

**Fratello's Cajun Steak Salad ..... \$14.49**

Cajun Flank Steak, Baby Arugula, Gorgonzola Crumbles, Diced Roma Tomato, Red Onion, Corn & Black Bean Salsa – Best With Cilantro Lime Vinaigrette!

**Turkey Burger (Bunless) ..... \$10.49**

1/3lb Turkey Burger Served On A Bed Of Brown Rice With Corn & Black Bean Salsa, Avocado Slices, Roma Tomato, Diced Bell Pepper, Cucumber & Cilantro Lime Vinaigrette



*Deliciously Healthy!*

We start with homemade recipes, use the finest imported cheeses, select the finest and freshest chicken, steak, and vegetables, and bring it all together for your health and enjoyment.



*You will fall in love with our  
authentic Naples pizzas*

Our authentic pizza is crafted in the tradition of Naples, Italy, the birthplace of pizza. We adhere to the standards set forth by the Associazione Verace Pizza Napoletana, using only fresh ingredients. Our sauce is created with Italian San Marzano tomatoes. Our freshly prepared, hand-pressed, dough creates the authentic pliant crust that made Neapolitan pizza famous.

## 12" Custom Handcrafted Pizza - \$10.95

**Up to 3 Toppings, Additional Toppings \$1.50 each**

All Pizzas are Topped With a Pecorino Romano and Oregano Blend.

### Choose Your Sauce

San Marzano Pomodoro, Pesto, Or House Made White Alfredo

### Cheese

Shredded Mozzarella, Fresh Mozzarella, Pecorino Romano, Ricotta, Feta, Or Gorgonzola

### Meats

Italian Sausage, Pepperoni, Grilled Chicken, Mini Meatballs, Bacon Bits, Prosciutto, Anchovies, Pancetta

### Veggies

Gilled Onion, Sautéed Mushrooms, Kalamata Olives, Green Olives, Artichoke Hearts, Roma Tomato, Baby Spinach, Basil, Arugula, Fire Roasted Peppers, Roasted Garlic, Sun Dried Tomato, Jalapeno, Grilled Eggplant

### #3 Quattro Stagioni (Four Seasons Pizza)

1/4 Fresh Mozzarella & Basil, 1/4 Mushroom, 1/4 Artichoke Hearts, 1/4 Prosciutto Covered With Mozzarella Cheese

### #4 La Pizza Fresca

San Marzano Tomato Sauce, Fresh Mozzarella, Cherry Tomatoes, Kalamata Olives, Parmigiano Reggiano, Basil, Shredded Mozzarella

### #5 Puttanesca

Anchovies, Capers, Kalamata Olives, San Marzano Tomato Sauce, Garlic, Oregano, Crushed Red Pepper, Shredded Mozzarella

### #6 Funghi

Mushrooms, Fresh Mozzarella, San Marzano Tomato Sauce, Shredded Mozzarella

### #7 Savoia

Mushrooms, Pancetta, Shredded Mozzarella, Fresh Mozzarella

### #8 Quattro Formaggi

Fresh Mozzarella, Ricotta, Shredded Mozzarella & Parmesan Reggiano

### #9 Rustica

Pancetta, Onions, Fresh Mozzarella, Shredded Mozzarella

### #10 Prosciutto

San Marzano Tomato Sauce, Fresh Mozzarella, Prosciutto, Shredded Mozzarella

### #11 Primavera

Grilled Eggplant, Roasted Peppers, Mushrooms, Fresh Mozzarella, San Marzano Tomato Sauce, Shredded Mozzarella

### #12 Melanzane

Grilled Eggplant, Parmigiano Reggiano, Fresh Mozzarella, San Marzano Tomato Sauce, Shredded Mozzarella

### #13 Chicken Tetrazini Pizza

Grilled Chicken, Sautéed Mushrooms, Grilled Onion, Shredded Mozzarella, Alfredo Sauce

### #14 Chicken & Veggies

Grilled Chicken, Baby Spinach, Roasted Peppers, Roasted Garlic, Shredded Mozzarella Cheese

### #15 Buffalo Chicken Flatbread Pizza

Frank's Hot Sauce, Shredded Mozzarella, Crispy Celery, Diced Chicken Breast, Parmesan Cheese With A Side of Bleu Cheese Dressing

### #16 BBQ Chicken Flatbread Pizza

BBQ Sauce, Shredded Mozzarella Cheese, Bacon Bits, Caramelized Onions, Diced Chicken



### #1 Marinara

San Marzano Tomato Sauce, Extra Virgin Olive Oil, Garlic, Shredded Mozzarella

### #2 Margherita

San Marzano Tomato Sauce, Roma Tomatoes, Fresh Basil, Fresh Mozzarella, Parmigianino Reggiano, Extra Virgin Olive Oil

## Drinks & Fruit Smoothies

Fountain Soda .....		\$3.19
Sparkling Water .....		\$2.89
Bottled Water .....		\$2.89

Fruit Smoothies ..... \$4.99



Wild Berry, Strawberry Banana,  
Passion Fruit & Mango

## Ask About Our Catering Services

**Pick-Up Trays or On-Site Catering  
Available**

## Cocktails & Beer (Dine-In Only)

Fratello's Frozen Sangria Swirl .....	\$5.39
Frozen Red & White Sangria	
Sangria .....	\$5.39
Wine By The Glass .....	\$5.39
Domestic Bottled Beer .....	\$2.89
Imported Bottled Beer .....	\$3.19

*We Cater Any Size Party Or Event!*



## PREMIUM DELI TRAYS

(Choose From American Or Italian)

*Italian Tray Includes - Salami, Mortadella, Capicola, Provolone, & Fresh Mozzarella*

*American Tray Includes - Turkey Breast, Ham, Pepperoni, Roast Beef, Swiss & American Cheese  
\* Rolls Are Not Included\**

12" Deli Tray (serves 12-15) 3lbs Of Imported Meats 1.5lbs. Cheese, Olive Medley, Cherry Peppers, & Roasted Peppers ..... \$58.99

16" Deli Tray (serves 16-25) 5lbs. Of Imported Meats, 3lbs Cheese, Olive Medley, Cherry Peppers, & Roasted Peppers..... \$67.99

12" Caprese Tray (serves 10-12) ..... \$48.99

16" Caprese Tray (serves 14-20) ..... \$77.99

*Fresh Mozzarella Slices, Fresh Basil, Ripe Tomato Slices, Balsamic Vinegar, Seasonal Veggies May Vary*

12" Crudite Tray (serves 10-12)..... \$48.99

16" Crudite Tray (serves 14-20) ..... \$77.99

*Baby Carrots, Celery, Broccoli, Cucumber, Cherry Tomato, Homemade Ranch, Seasonal Veggies May Vary*

12" Fresh Fruit Platter (serves 10-12) ..... \$48.99

16" Fresh Fruit Platter (serves 14-20) ..... \$77.99

*Cantaloupe, Honeydew, Watermelon, Grapes, Pineapple, Strawberries, Seasonal Fruit May Vary*

12" Cheese & Cracker Tray (serves 10-12)..... \$48.99

16" Cheese & Cracker Tray (serves 14-20) ..... \$77.99

*Diced Swiss, Provolone, Cheddar, & Pepper Jack With Assorted Crackers*

12" Mediterranean Tray (serves 10-12) ..... \$48.99

16" Mediterranean Tray (serves 14-20) ..... \$77.99

*Feta Cheese, Kalamata Olives, Pepperoncini Peppers, Roasted Peppers, Roasted Tomato, & Grilled Pita Bread*

Mini Sandwich Tray ..... serves 20 \$68.00 30/\$90.00

*Served On A Variety Of Artisan Mini Slider Breads With Lettuce, Tomato, & Whole Olive Garnish With Toothpick Skewer. Sauces Will Be Served On The Side. Choose From Turkey & Swiss, Ham & American, Roast Beef & Cheddar. Salami & Provolone*

Fratello's Premium Wrap Tray ..... serves 20 \$80.00 30/\$100.00

*Choose From Any Of Our Delicious Wraps: Southwest Turkey, Chipotle Chicken, Mediterranean Chicken, Caesar, Buffalo Bleu, Or Chicken BMT*

Chocolate Chip Cookie Tray ..... serves 12 \$29.00 24/\$43.00

Café Box Lunches ..... \$11.95

*Choose From Turkey & Swiss, Ham & Deli American, Turkey & Ham Combo.*

*Includes Pasta Salad, Chips, Fresh-Baked Cookie, Cutlery, Mint, & Condiments*

Premium Box Lunch ..... \$12.95

*Choose From Chipotle Chicken Wrap, Southwest Turkey Wrap, Mediterranean Chicken Wrap, Chicken Caprese, Chicken Italiano, Adobo Roast Beef & Swiss, Or Veggie Wrap. Includes Pasta Salad, Chips, Fresh Baked Cookie, Cutlery, Mints, & Condiments*

*All Dinners Are Served In Microwaveable And Resealable Containers, And Comes With Cutlery, Cookie, Bottled Water, & Mint.*

## FRATELLO'S PARTY PACKAGES

All Pricing Is Per Person

Fratello's Favorite ..... \$14.49

*15 Person Minimum. This Package Will Leave Your Guests Asking Who Did Your Catering! Includes Lemon Chicken, Sausage & Peppers, Rigatoni Ala Vodka, Herb Roasted Potato, Italian Chopped Salad, Bread & Butter, Tongs, & Serving Spoons*

3 Meat Feast Package ..... \$15.49

*15 Person Minimum. Includes Roasted, Greek, Or Fried Chicken On The Bone, Sausage & Peppers, Italian Beef, Penne Pasta W/Marina Sauce, Garden Salad, Bread & Butter, Hot Giardiniera, Tongs & Serving Spoons*

Trip To Spain Package ..... \$13.99

*15 Person Minimum. Includes Tequila Lime Chicken (Add \$1 For Boneless), Adobo Mashed Potato, Grilled Vegetable Medley, Corn & Black Bean Salsa, Spanish Baked Rice, & Freshly Fried Chips*

Mediterranean Package ..... \$13.49

*12 Person Minimum. Includes Marinated Grilled Chicken Breast W/Peppers, Onions, & Kalamata Olives, With Rice Pilaf, Pita Bread, Tzatziki Sauce & Feta Cheese*

Hawaiian Skewer Package ..... \$14.49

*15 Person Minimum. Includes Skewer Of Marinated Chicken Breast, Bell Pepper, Pineapple, & Onion Topped With A Tangy-Sweet Sauce, With Rice Pilaf, Grilled Flatbread, & Tossed Salad*

Office Party ..... \$13.49

*15 Person Minimum. Assortment Of Our Premium Wraps, Pasta Salad, Garden Salad, Dressing, & Chocolate Chip Cookies*

Healthy Lifestyle Package ..... \$14.49

*15 Person Minimum. Brown Rice & Veggie Rice Stir Fry, Grilled Marinated Chicken & Veggies, Garden Salad, Dressing Of Choice, Corn & Black Bean Salsa Garnish*

ITALIAN  
PASTRIES



7101 W. 183rd Street  
Tinley Park, IL 60487  
708-864-2777

ASK US ABOUT  
CATERING  
YOUR OFFICE  
BREAKFAST NEEDS

## A LA CARTE MEAT SELECTIONS

**Italian Beef**..... \$13.19/Lb.  
*(Makes 8-10 3" Sandwiches) Our Own Home Recipe, Cooked Low & Slow In Out Blend Of Italian Spices, Sliced Paper Thin, & Always Tender!*

**Italian Sausage & Sweet Peppers**..... \$8.19/Lb.  
*(Cut 3" Link, 6 Per Pound) Our Family Recipe Hand Packed To Create A Well-Seasoned Sausage That You're Sure To Love!*

**Meatball**..... \$9.19/Lb.  
*(8 2oz Meatballs Per Pound) You Guessed It, Homemade! Mama Martino's Recipe That Has A Blend Of Ground Beef & Turkey, Along With Her Blend Of Spices That Create A Mouthwatering, Tender, Ball Of Joy!*

**Bourbon Beef**..... \$16.19/Lb.  
*Tender, Lightly Floured, Strips Of Flank Steak Sautéed In A Bourbon Reduction Sauce With Grilled Peppers & Onions*

**Bourbon Sausage & Peppers**..... \$9.19/Lb.  
*Chunks Of Italian Sausage Sautéed In A Bourbon Reduction Sauce With Grilled Peppers & Onions*

**Roasted Chicken (Italian Or Greek)**.....\$16.19  
*Whole Chicken Cut Into 8 Pieces. Chicken On The Bone Seasoned And Roasted With Olive Oil*

**Fried Chicken**.....\$16.19  
*Whole Chicken Cut Into 8 Pieces*

**Lemon Chicken**..... \$12.19/Lb.  
*(3 Breast Pieces Per Pound) Thin Chicken Breast Dredged In Our Flour Mixture, Pan Sautéed, And Baked With Our Lemon Herb Sauce*

**Chicken Marsala** ..... \$12.19/Lb.  
*(3 Breast Pieces Per Pound) Thin Chicken Breast Dredged In Our Flour Mixture, Pan Sautéed, And Baked With Our Marsala Mushroom Sauce*

**Chicken Parmesan** ..... \$12.19/Lb.  
*(3 Breast Pieces Per Pound) Thin Chicken Breast Dredged In Our Bread Crumb Mixture, Pan Sautéed, And Baked With Our Marinara Sauce*

## A LA CARTE PASTA SELECTIONS

**Rigatoni Ala Vodka** ..... ½ \$54.99 Full \$89.99  
*Our Homemade Vodka Sauce, With An Aroma And Taste That Will Make Them All Come Back For More!*

**Pasta Primavera**..... ½ \$54.99 Full \$89.99  
*A Colorful Blend Of Sautéed Vegetables Simmered In Our White Wine Parmesan Sauce And Folded Over Penne Pasta.*

**Lasagna** ..... ½ \$60.99 Full \$105.99  
*Layers Of Seasoned Beef, Ricotta & Mozzarella Cheese, & Marinara Sauce Tucked Between Three Layers Of Fresh Pasta Sheets – No Dried Noodles Here!*

**Spinach Lasagna**..... ½ \$60.99 Full \$105.99  
*Layers Of Seasoned Baby Spinach, Ricotta & Mozzarella Cheese, & Marinara Sauce Tucked Between Three Layers Of Fresh Pasta Sheets – No Dried Noodles Here!*

**Chicken Tetrazzini** ..... ½ \$60.99 Full \$105.99  
*Tender Chunks Of Seasoned Chicken Breast Sautéed In Onions, Mushrooms, & Butter, Then Folded In Our Parmesan Cream Sauce, Topped With Mozzarella, And Baked Until Bubbly Brown*

**Pasta Marinara**..... ½ \$74.99 Full \$75.99  
*Your Choice Of Penne, Rigatoni, Or Spaghetti*

**Baked Pasta Marinara** ..... ½ \$59.99 Full \$85.99  
*Your Choice Of Penne, Rigatoni, Or Spaghetti*

**Pesto Linguine** ..... ½ \$44.99 Full \$75.99  
*Homemade Pesto Sauce With Pine Nuts, Basil, Olive Oil, & Parmesan*

**Eggplant Parmesan** ..... ½ \$60.99 Full \$105.99  
*Hand Breaded Slices Of Eggplant, Friend & Layered Three High With Mozzarella, Parmesan, & Marinara Sauce, Then Baked*

## A LA CARTE VEGGIES

*Green Beans Almandine  
Grilled Vegetable Medley  
Spinach Aglio Olio  
Grilled Green Beans With Carmelized Red Onions  
Steamed Broccoli With Butter & Sea Salt*

*Add Bacon & Brussels Sprouts For \$6*

## A LA CARTE POTATO/RICE

*No Instant Potatoes Here!  
½ \$50.99 • Full \$67.99*

**Italian Herb Roasted**  
*Seasoned With Olive Oil, Sea Salt, Fresh Parsley, & Herbs*

**Garlic Mashed Potato**  
*Need We Say More?*

**Medallion Potato**  
*Thin Sliced & Seasoned With Olive Oil, Sea Salt, Fresh Parsley, & Herbs*

**Adobo Mashed Potato**  
*Made With Our House Made Adobo Chipotle Sauce*

**Papas Bravas (Spanish Potato)**  
*Made With Chunks Of Skin-On Potato & Folded With Our Adobo Chipotle Sauce & Topped With Green Onion*

**Spanish Baked Rice**  
*Fluffy White Rice Tossed With Butter, Sour Cream, Fire Roasted Corn & Peppers, Cheese, Jalapeno, Then Baked*

**Rice Pilaf**  
*Yellow Rice Seasoned In Chicken Broth & Herbs With Colorful Mixed Vegetable Blend*

## A LA CARTE SALAD

*Dressing Choices: Homemade Ranch, House Italian, Bleu Cheese, Asian Sesame, Caesar, Apple Vinaigrette, Chipotle Ranch, Cilantro Lime*

**Italian Chopped**..... ½ \$45.99 Full \$75.99  
*Premium Chopped Lettuce, Diced Salami, Ham, Fresh Mozzarella, Roasted Peppers, Black Olives, Tomatoes, Red Onions, & Garlic Croutons*

**Chicago Style Chopped**..... ½ \$45.99 Full \$75.99  
*Premium Chopped Lettuce, Grilled & Diced Chicken, Gorgonzola Cheese, Chopped Bacon, Ditalini Pasta, Scallions, Tomatoes, & Garlic Croutons*

**Southwest Blackened Chicken**..... ½ \$45.99 Full \$75.99  
*Premium Chopped Lettuce, Cajun Grilled Chicken, Corn & Black Bean Salsa, Cilantro, Cheddar Jack Cheese Chunks, Diced Tomato, Avocado, Cucumber, & Tortilla Strips*

**Chicken, Apple, & Candied Pecan** ..... ½ \$45.99 Full \$75.99  
*Premium Chopped Lettuce, Grilled & Diced Chicken, Candied Pecans, Apple Slices, Gorgonzola Cheese, Dried Cranberries, Carrots, Tomatoes, & Croutons*

**Cobb**..... ½ \$45.99 Full \$75.99  
*Premium Chopped Lettuce, Grilled Chicken Breast, Chopped Bacon, Sliced Eggs, Scallions, Gorgonzola Cheese, Tomato, & Avocado*

**Greek** ..... ½ \$45.99 Full \$75.99  
*Tomato, Cucumber, Pepperoncini, Roasted Red Pepper, Sicilian Green Olives, Kalamata Olives, & Feta Cheese*

**Garden** ..... ½ \$45.99 Full \$64.99  
*Premium Chopped Lettuce, Tomatoes, Red Onions, Cucumbers, Croutons, Carrots, & Dried Cranberries*



# Interoffice Memo

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**Date:** October 18, 2022

**To:** Village Board of Trustees

**From:** Kristin Thirion

**Subject:** Fratello's Café & Deli –Class EV Liquor License Reduction

Due to a change in ownership, a reduction in the number of permitted Class EV liquor licenses is proposed for Fratello's Café & Deli, located at 7101 West 183<sup>rd</sup> Street.



# Interoffice Memo

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**Date:** October 18, 2022  
**To:** Village President and Board of Trustees  
**CC:** Daniel Ritter, Interim Community Development Director  
**From:** Michael J. Coleman AIA NCARB – Building Official  
**Subject:** Adoption of the 2021 International Code Council Codes With Amendments

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## **Background**

Staff is requesting to amend Ordinance 2016 -O-055 in order to adopt the 2021 International Building Code, 2021 International Mechanical Code, 2018 International Energy Conservation Code, 2021 International Fire Code & 2021 International Fuel & Gas code. The last update to the Village Code occurred in April 2022, which included the 2021 adoption of the ICC codes specifically the International Residential Code (IRC), International Property Maintenance Code and the 2017 National Electrical Code.

The building code is a minimum standard used to provide the occupants of buildings and the built environment a safe, healthy structure to inhabit, work and recreate in. These minimum standards are reviewed every three years to provide additional safety standards. The ICC proposed codes go through several committees within the International Code Council Committee on regulatory standards of which include inspectors, building officials, architects, engineers and manufacturers to adopt a more adaptive, safe and clear code. The 2021 ICC codes have been published for approximately 18 months of which the first six months goes through extensive reprints for code adjustments and errata revisions. This process is now complete and the code as presented can be adopted. The Village wants to remain current with the codes to provide a safe environment for the occupants and citizens of their homes and businesses. With the adoption of the proposed 2021 cycle of standards ICC codes, the Village can apply and obtain a higher FEMA National Flood Insurance Program rating. The Village local amendments do provide a language that is relevant to the proposed ICC code language as many of the local amendments meet or exceed the current minimum standards of the ICC codes.

The Village would be the first in the area to adopt these codes and it is the intention that these codes be reviewed and presented roughly 6-12 months after any proposed adoptions to be able to fully understand how the changes affect residents and contractors. The next publication is the 2024 ICC codes (expected publication around the last quarter of 2023.)

## **Staff Recommendation**

Amend language in Title XV Chapter 155 of the Municipal Code as presented and move item to the November 1, 2022 regular Village Board meeting for adoption.

## **Attachments:**

Exhibit #1: Chapter 155 Tinley Park Comprehensive code

Exhibit #2: Spreadsheet of local Villages code adoptions

Exhibit #3: Interoffice memo indicating most common local changes to the 2021 International Building Code (IBC), 2021 International Fire Code (IFC), 2021 International Mechanical Code (IMC) and the 2018 International Energy Conservation code. (IECC)



New language: **Highlighted**

Deleted language: ~~Red lined/lined out~~

## EXHIBIT #1

### Section 1:

#### ADOPTION OF BUILDING CODES

That a certain code, one of which is now available on the Village's website for a period of not less than 21 days in the office of the Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, being entitled and designated as the International Building Code ~~(2012)~~ **(2021)**; International Energy Conservation Code ~~(2015)~~ **(2018)**; International Fire Code ~~(2012)~~ **(2021)**, including Appendix B&D of the International Fire Code; International Fuel Gas Code ~~(2012)~~ **(2021)** including Appendix A of the International Fuel Gas Code; International Mechanical Code ~~(2012)~~ **(2021)**; International Property Maintenance Code **(2021)**; International Residential Code **(2021)**, including Appendix F Radon Control Methods; International Swimming Pool and Spa Code (2012)-Illinois State Plumbing Code (2014); National Electrical Code **(2017)** (NFPA 70); National Fire Protection Association (03) (NFPA 101); and Illinois Accessibility Act (1997) be and is hereby incorporated and adopted as the **Building Code of the Village of Tinley Park (2022)**, Cook and Will Counties, Illinois, except as hereinafter deleted, modified or amended.

This document shall set out the rules and regulations governing the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures and other items as enumerated in the Table of Contents of this document repealing Ordinance 2007-O-040, Ordinance 2009-0-022, Ordinance 2009-0-055, Ordinance 2010-0-010, Ordinance 2010-0-048, Ordinance 2011-0-028, Ordinance 2011-0-034, and Ordinance 2011-0-036 of the Village of Tinley Park and all other ordinances or parts of laws in conflict therewith and replaced with the **Building Code of Tinley Park (2022)**.

### Section 2:

#### Deletions to the International Building Code 2021

##### CHAPTER 1-SCOPE AND ADMINISTRATION

**Section 101.4.3** - reference to the "International Plumbing Code" and the entire last sentence.

**Section 105.2** - under "Building" items numbered 1, 2, 3, 4, 5, and 6

**Section 111.2** - items numbered 3, 4, 5, 7, 9, 10 and 11

## CHAPTER 5- GENERAL BUILDING HEIGHTS AND AREAS

Section ~~507.2~~ 507.3

## CHAPTER 7- FIRE AND SMOKE PROTECTION FEATURES

Section 706.6- exceptions 2, 2.1, 2.2, 2.3

Section 708.3- exception 2

Section 708.4- exceptions 1 and ~~5~~ 4 only

Section ~~711.3~~ ~~all exceptions~~ 711.2.4.3.

## CHAPTER 9 - FIRE PROTECTION SYSTEMS

Section 903.3.1.1.1

Section 903.3.1.2.1

Section ~~904.11~~ 904.13– number 2

Section ~~910.1~~ 910.2– exception 1

## CHAPTER 10 – MEANS OF EGRESS

Section 1014.2 – number 4 exception number 2 (2.4)

## CHAPTER 29 – PLUMBING SYSTEMS

**All Sections**

## CHAPTER 31- SPECIAL CONSTRUCTION

Section 3107

## ~~CHAPTER 34- EXISTING STRUCTURES~~

**~~All Sections~~**

## CHAPTER 35- REFERENCED STANDARDS

Standards ICC IEBC-12; IPC-12; IPSDC –12; IWUIC – 12

### **SECTION 3**

**Amendments to the International Building Code -2021**

## CHAPTER 1- SCOPE AND ADMINISTRATION

**Section 101.1. Title.** – To read as follows: These regulations shall be known as the Building Code of the Village of Tinley Park, hereinafter referred to as “this code” or “Building Code” or “Building Code of Tinley Park (2022)”

**Section 101.4.3 Plumbing.** To read as follows: The provisions of the Illinois Plumbing Code 2014 as amended shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

**Section 105.2 Work Exempt from Permit.** Under “Building” number 8 shall read as follows: Temporary motion picture, television and theater stage sets and scenery less than four hundred (400) square feet.

## CHAPTER 7- FIRE AND SMOKE PROTECTION FEATURES

**Section 706.1.1. Party Walls Exception #2** Party walls and fire walls are required to be installed on lot lines dividing a building for ownership. The fire wall shall be constructed in accordance to IBC 706 and shall be structurally independent construction. Fire rating shall be per IBC Table 706.4. Min. 30” parapet required at uppermost roof.

**Section 708.2 Materials.** The walls shall be of materials permitted by the building type of construction and/or amended by Chapter 5 of the International Building Code 2021.

**Section 708.3 Fire-Resistance Rating.** Fire partitions shall have a fire resistance rating of not less than one (1) hour unless noted elsewhere in this code as amended. Also see Chapter 5 of the International Building Code 2012.

**Section 711.1 General.** Floor and roof assemblies required to have a fire resistance rating shall comply with this section and Chapter 5 of the International Building Code 2021, as amended.

## CHAPTER 10 – MEANS OF EGRESS

**Section 1011.7.3.1 Enclosures under interior stairways.** Usable space shall be prohibited under stair enclosures regardless of stair construction in R-1, R-2 & R-4 & I occupancies.

**Section 1014.2 Number 4 (Exception #2 (2.4) Exist Access, Egress Through Intervening Spaces.** Shall read as follows: The floor shall have a minimum of 44 inches wide aisle without obstructions by striping with a contrasting color distinguishable from other areas for the full length of the access.

**Section ~~1009.3.1.2~~ 1023.2.1 Stairways – enclosure construction** That the following is added as an Exception: In Group R-1, R-2 & R-4 interior egress stairways are required to have a 2-hour minimum fire resistance rating regardless of number of floors above or below grade.

## CHAPTER 12 –INTERIOR ENVIRONMENT

## Section 1206.2 Airborne sound

Walls and partitions and floor ceiling assemblies separating dwelling units and sleeping units from each other or from public or service areas shall have a sound transmissions class of not less than 55 where tested in accordance with ASTM E90 or have a normalized noise isolation Class (NNIC) rating of not less than 45 if field tested in accordance to ASTM E336 for airborne noise.

**Section 1208.2 Interior Space Dimensions, Minimum Ceiling Heights** Shall read as follows with the Exceptions to remain as is: Occupiable spaces, habitable spaces and corridors shall have a ceiling height of not less than 8'-0". Unfinished basements (in other than one- and two-family dwellings) shall be permitted to have a ceiling height of not less than 7'-6". For one- and two-family dwellings, the minimum clear height to the underside of the floor assembly above shall be 7'-6" and the minimum clear height to the underside to a beam shall be 6'-8".

## CHAPTER 14 – EXTERIOR WALLS

### **Section 1405.1.1 Types I, II, III and IV construction**

Revise line item 1 to read as:

1. Combustible exterior wall coverings shall not exceed 10 percent of an exterior wall surface area where the fire separation distance is 10 feet or less.

## CHAPTER 16 –STRUCTURAL DESIGN

**Section 1612.3 Establishment of flood hazard areas.** – Insert: *The Village of Tinley Park* as the name of jurisdiction and *8/19/2008 (Cook County)*, *3/17/2003 (Will County)* for the date of issuance of "The Flood Insurance Study".

## CHAPTER 32 –ENCROACHMENTS INTO THE PUBLIC RIGHT-OF-WAY

**Section 3412.2. Applicability** – Shall read as follows "Structures existing prior to (adoption date) in which there is work involving additions, alterations or changes of occupancy shall be made to comply with the requirements of this section or the provisions of Sections 3403 through 3409. The provisions in Sections 3412.2.1 through 3412.2.5 shall apply to existing occupancies that will continue to be, or are proposed to be, in Groups A, B, E, F, M, R, S, and U. These provisions shall not apply to buildings with occupancies in Group H or I.

## **SECTION 4**

### **Deletions to the International Residential Code 2021**

## CHAPTER 1 – SCOPE AND ADMINISTRATION

**Section R105.2 Work exempt from permit, under Building.** Numbers 1,2,3,4,5, & 10.

CHAPTER 3 – BUILDING PLANNING

**Section R310.1 Emergency escape and rescue required**

**Section R310.1 Exceptions 2.2**

CHAPTERS 25 THROUGH 32 (PLUMBING)

**CHAPTERS 34 THROUGH CHAPTER 43 (ELECTRICAL)**

**All sections**

**SECTION 5**

**Amendments to the International Residential Code 2021**

CHAPTER 1 – SCOPE AND ADMINISTRATION

**Section R105.2 Work exempt from permit, under Building.** Reroofing for Single Family Detached structures are exempt from permit.

**Section R105.3 Application for permit.**

8. Complete scope of work if no architectural plans for minor repair work & fire damage permits.

**SECTION 6**

**Deletions to the International Mechanical Code 2021**

**Section 602.3 - Stud cavity and joist space plenums**

**Section 603.5.1. - Gypsum Ducts**

**SECTION ~~6~~ (7)**

**Supplemental Regulations**

In addition to the International, National, and State Codes all construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the Village of Tinley Park shall also be subject to the regulations set forth in Chapters 1-13 set forth below and shall be read in their entirety as follows:

# CHAPTER I - ADMINISTRATION AND ENFORCEMENT

## SECTION 100 - GENERAL REQUIREMENTS

### A. Standards and Regulations

1. The standards and regulations contained in this Code shall be deemed and considered as minimum requirements for the construction of buildings for the protection of public health and safety. Any materials or methods of construction not specifically mentioned in this Code which give the same protection to public health and safety from the standpoint of strength, fire protection and other factors relevant thereto may be used in substitution for the specific materials or methods prescribed in this Code, when approved by the Corporate Authority, provided, however, if specific methods of construction or materials are prohibited in this Code, then this provision shall not authorize the use of such materials or methods of construction regardless of whether they give the same protection.
2. Requests for variations, or for use of substitute materials or methods of construction, shall be submitted to the Building Committee via the Building Official. The Building Official shall advise the Building Committee regarding acceptance or rejection of such requests.
3. These regulations shall be known as the Building Code of the Village of Tinley Park, hereafter referred to as “this Code” or “Building Code” or the “Building Code of Tinley Park (2022)”
4. The provisions of this code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures, except detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade in height with a separate means of egress and their accessory structures shall comply with the International Residential Code, as amended.
5. The provisions of the National Electrical Code ~~2011~~ 2017 (NFPA 70) shall apply to the installation of electrical systems, including installation, alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.
6. The provisions of the State of Illinois Plumbing Code as amended shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances where connected to a water or sewage system and all aspects of a medical gas system.
7. The Department of Building Safety also known as the Building Division in the Community Development Department is hereby created and when there are

conflicting requirements with the adopted codes, the Building Official or designee shall have the authority to enforce the most restrictive language.

B. Zoning

All buildings or structures shall conform to the Zoning Ordinances of the Village of Tinley Park, Illinois. All requirements in said ordinance including but not limited to building set-backs, building lines, side yards and rear yards must be observed.

C. Licensing

All contractors and/or sub-contractors shall be licensed by the Village or submit the required copy of the State licensing to the Village prior to performing any work in the Village of Tinley Park, Illinois.

D. Bonding

All contractors and/or sub-contractors shall submit a \$20,000 Surety Bond, with the Village of Tinley Park, prior to performing any work in the Village of Tinley Park, Illinois

E. Guarantee/Warranty:

1. All builders, developers, contractors and sub-contractors shall guarantee, in writing, all of their work to be free from all defects of material and/or workmanship for a period of one year from the date of occupancy of any building, dwelling or addition thereto, or from the date of completion of the erection of any structure, enclosure or addition thereto, unless the manufacturer's standard warranty is for a longer period. In such case the longer period shall apply. Copies of all manufacturer's warranties or guarantees shall be delivered to the purchaser.
2. All materials, systems, equipment, devices or components which are a part of or which service any building, structure, dwelling, enclosure, addition or improvement, shall be installed and shall function according to the manufacturer's written instructions and recommendations, and in absence thereof shall be installed and shall function in accordance with the generally accepted standards of the industry or trade which manufacturers, installs or provides such components of the building, structure, dwelling, enclosure or addition thereto.
3. Defects Excluded from Guarantee:

- a. The purchaser has supplied defective design or materials to the builder, contractor or sub-contractor.
  - b. Defects that have been caused by normal wear and weathering.
  - c. Normal shrinkage, or normal settlement occurs.
  - d. The purchaser has failed to maintain adequate ventilation and has caused abnormal dampness or condensation.
  - e. Disputes over landscaping, other than finish grades.
  - f. The purchaser has been negligent in properly maintaining and operating the home, dwelling, building, structure, enclosure or addition thereto.
  - g. The purchaser suffers loss caused by fire, explosion, or other Acts of God.
  - h. Insect damage occurs.
  - i. Small hairline cracks in foundations or slab, which do not leak water. See Section 303-3 for cracks which allow infiltration of water.
  - j. Small cracks in walks, slabs, driveways or other flat work on grade.
  - k. Surface flaking when caused by de-icing salts or mechanical abuses.
  - l. The purchaser suffers secondary damage, such as property damage or personal injuries resulting from the defect.
  - m. There has been a technical breach of approved standards, but no actual damage has occurred or is likely to occur.
3. All claims for defects under this guarantee shall be made by purchaser, in writing, to the developer, general contractor, or builder from whom the dwelling or building was purchased, or, in the case of a structure, enclosure, or addition thereto, to the contractor who installed, constructed or erected said structure, enclosure or addition thereto. A copy of such claim shall be furnished to the Village building department. All claims of a breach of warranty shall be made by purchaser, in writing, to the Village Building Official.
4. Developers, buildings, contractors and sub-contractors who fail to make corrections, replacement or repairs in accordance with this warranty shall be subject to revocation of their license to do business in the Village of Tinley Park. Said license revocation shall be in addition to, and not in lieu of, any other remedies which may be available under the provisions of this Building Code or the Tinley Park Municipal Code.

F. Authority

1. The Building Official or officer/inspector/employee is hereby authorized and directed to administer and enforce all of the provisions of this Code.
2. Relief from Personal Responsibility: The Building Official, officer or employee charged with the enforcement of this Code, while acting for the municipality, shall not thereby render themselves liable personally, and is hereby relieved from all personal liability for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of their official duties. Any suit instituted against any officer, or employee, because of an act performed by the employee in the lawful discharge of their duties and under the provisions of this Code, shall be defended by the legal representative of the municipality until final termination of the proceedings. In no case shall the Building Official or any of their subordinates be liable for costs in any action, suit or proceeding that may be instituted in pursuance of the provisions of this Code; and any officer of the department of building inspection, acting in good faith and without malice, shall be free from liability for acts performed under any of its provisions or by reason of any act or omission in the performance of their official duties in connection therewith.
3. Rule making authority: The Building Official shall have power as may be necessary in the interest of public safety, health and general welfare, to adopt and promulgate rules and regulations to interpret and implement the provisions of this Code to secure the intent thereof and to designate requirements applicable because of local climatic or other conditions; but no such rules shall have the effect of waiving working stresses or fire-resistive requirements specifically provided in this Code or violating accepted engineering practice involving public safety.
4. Wherever in this Code, a provision is made that work be done subject to the approval of the Building Official, or to their satisfaction, or in a manner prescribed by the Building Official, this shall be construed as authorizing the Building Official only to determine whether or not the work or materials involved, comply with the provisions of this Code; and no such provision shall be construed as giving the Building Official discretionary authority or power under this Code.

G. Right of Entry

Where it is necessary to make an inspection to enforce the provisions of this Code, or where the Building Official or designee has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this Code which makes the structure or premises unsafe, dangerous or hazardous, the Building Commissioner or designee is authorized to enter the structure or premises at

reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested.

#### H. Police Assistance

Whenever, in the opinion of a Village Official or Inspector it shall be necessary to call upon the Department of Police for the aid and assistance in carrying out or enforcing any of the provisions of this Code, they shall have the authority to do so, and it shall be the duty of any member of the Department of Police when called upon by said Building Official or Inspector to act according to the instructions of and to perform such duties as may be required by such Building Official or Inspector in order to enforce or put into effect the provisions of this code.

#### I. Power to Stop Work

No registered electrical contractor shall install any electrical conduits, electrical wires, equipment, or apparatus in any building or structure for which a permit is required, until such permit shall have been secured. In case any work is begun on the installation of electrical conduits, raceways, or the installation, alteration, or repair of electrical wires or apparatus in any building or structure without a permit authorizing the same, being first issued therefore, or the aforesaid installations are being made in violation of the electrical regulations of this Code, the Electrical Inspector shall have the power to stop such work at once and to order any and all persons engaged therein, to stop and desist until the proper permit is secured.

No registered plumbing contractor shall perform work in any building or structure for which a permit is required, until such permit shall have been secured. In case any work is begun in any building or structure without a permit authorizing the same, being first issued therefore, or the aforesaid installations are being made in violation of the plumbing regulations of this Code, the Plumbing Inspector shall have the power to stop such work at once and to order any and all persons engaged therein, to stop and desist until the proper permit is secured.

#### J. Compliance Required

It shall be unlawful to erect, construct, repair or alter, remove or demolish any building or structure in the Village in violation of any of the provisions of this Code, or without complying with the provisions of this Code. It shall be unlawful to vary from the terms of any building permit, including the approved plans and specifications relative thereto, in connection with any such work; provided that a building permit may be amended upon proper application as provided herein.

#### K. Violations and Penalties

1. It shall be unlawful for any person, firm or corporation, whether as owner, beneficiary of a trust, assignee, general or sub-contractor, lessee, sub-lessee or occupant to erect, construct, enlarge, alter, repair, improve, remove, add to, convert, demolish, equip, use, occupy, or maintain any building or structure in the Village, or cause or permit the same to be done, contrary to or in violation of any of the provisions of this Code.
2. It is hereby declared that any violation of this Code constitutes a public nuisance, and in addition to any other remedies provided by this Code for its enforcement, or for any penalties, the Village may bring civil suit to enjoin the violation of any provisions of this Code.
3. If for any reason any one or more sections, sentences, clauses, or parts of this Code are held invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Code.
4. Any person, firm or corporation violating any of the provisions of this Code shall be guilty of a misdemeanor and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof, during which any violation of any of the provisions of this Code is committed, continued or permitted, and upon conviction of any such violation such person shall be punishable by a fine not to exceed Seven Hundred Fifty Dollars (\$750.00).

L. Right of Appeal

1. All persons shall have the right to appeal the Building Official's decision pertaining to the Code as outlined in this Section. All Appeals shall be directed to the Building Committee which is appointed by the Board of Trustees of the Village. An Application for Appeal shall be based on a claim that the true intent of this Code or the rules legally adopted there under has been incorrectly interpreted.
2. The Application for Appeal shall be filed in writing by the Building Owner or designated agent, addressed to the Building Official, who will forward it on to the Chairperson of the Building Committee, and shall contain the following information:
  - a. Name and address of Appellant.
  - b. Location of property or premises in question.
  - c. Chapter and Section of Code being contested.
  - d. Interpretation being contested.
  - e. Appellants reasons for challenging the Code Officials interpretation stating relief or solution requested.
  - f. Request for a hearing by the Building Committee to review the matter.

3. The Chairperson shall respond to the Appellant, and shall establish a date and time for a hearing to be held within twenty-one (21) business days of receipt of the Appeal.
4. The Building Committee shall conduct an open hearing allowing the Appellant an opportunity to be heard, and shall have the right to seek counsel from professional and technical staff and consultants who may be called upon to offer testimony which will aid the Committee in attempting to arrive at a just decision in the matter being heard. The procedures shall not require compliance with strict rules of evidence but shall mandate that only relevant information be received.
5. The Building Committee, after due deliberation, shall render a decision in writing within twenty-one (21) business days of completion of the hearing process. A simple majority vote by the Committee shall constitute the Committee decision.

M. Alternate Materials:

The provisions of this Code are not intended to prevent the use of any material or method of construction not specifically prescribed by this Code, provided any such alternative has been approved.

The Building Official may approve any such alternative, provided, he finds that the proposed design is satisfactory and complies with accepted design criteria.

The Building Official may require that evidence or proof be submitted to substantiate any claims that may be made regarding its use. The applicant shall be responsible for the procuring, and submittal, of all data and reports necessary to evaluate such alternate materials. The applicant shall pay all costs incurred in the presentation of all tests and/or investigations required under these provisions.

## **SECTION 101 - PERMITS**

- A. A permit shall be obtained before beginning excavation, grading, construction, additions, reconstruction, remodeling, alteration or repair, and/or demolition using application forms provided by the Building Official. Permit fees shall be as established herein.
- B. Revocation of Permits: The Building Official may revoke a permit or approval issued under the provisions of this Code, in case of any false statement or misrepresentation of fact in the application, or on the construction documents, on which the permit or approval was based.
- C. Posting of Permit: A true copy of the building permit shall be kept on the site of operations open to public inspection during the entire time of prosecution of the work and until the completion of the same.

- D. Compliance with Code: The permit shall be a license to proceed with the work and shall not be construed as authority to violate, cancel or set aside any of the provisions of this Code, except as specifically stipulated by modification or legally granted variation as described in the application.
- E. **Time limitation of application:** If, after such permit has been granted, the operation covered by said permit shall not be started within three (3) months of the date thereof, or if such operations are not diligently pursued to completion without any extensive delays (more than thirty (30) days) in the construction process, then such permit shall expire by the terms thereof, and no operations there under shall be started or completed until a renewal of said permit shall be obtained. Whenever delays which leave the site, building or structure in a condition which presents a potential hazard to the public either by means of access (whether implied, authorized or unauthorized) or as an attractive nuisance to any persons, under those circumstances the permittee shall secure the site, building or structure in order to protect the public from an accident or injury. The actual life of a permit for other than one and two-family dwellings, decks, sheds, garages and other accessory structures is one (1) year from the date of issue, which includes a maximum of two 3-month extensions. The actual life of a permit for one and two-family dwellings, decks, sheds, garages and other accessory structures is 180 days from the date of issue.

A permit may be renewed for three (3) months when requested within ten (10) days of expiration of permit. An application for renewal must be made to the Building Official with payment of the renewal fee. A permit may be renewed two (2) times for a total length of six (6) months after which time a new permit will be required. The first permit renewal fee shall be free. The second permit renewal fee shall be 50% of the original permit fee.

- F. No permit shall be issued to any applicant who is indebted to the Village for any fees or charges, for a period exceeding thirty (30) days after billing, resulting from work executed under a previous permit, or any other fees or fines owed the Village.
- G. Permit and Inspection Fees: On buildings, structures, electrical, gas, mechanical and plumbing systems or alternations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established in Chapter XIII of the Building Code.

All construction documents submitted, with a permit, that require checking by the Building official shall be subject to a check fee and / or filing fee as called for in this Code. Construction documents that are incomplete, or require excessive corrections shall be subject to double the amount of the plan check fee.

Those portions of charges made to the Village by an approved third-party plan review firm, or by engineers, for examination of plans which exceed the normal plan check fees shall be added to the plan check fee and shall be paid by the owner and/or applicant prior to issuance of an occupancy permit.

## H. Application for Permits

1. Application shall be made by the Owner or Lessee of the building or structure, or the agent of either, or by the licensed engineer or architect employed in connection with the proposed work. If application is made by a person other than the owner in fee, it may be required to be accompanied by a duly verified affidavit of the owner or the qualified person making the application that the proposed work is authorized by the owner in fee and that the applicant is authorized to make such application. The full names and addresses of the owner, lessee and applicant shall be stated in the application.
2. Such application shall:
  - a. Identify and describe the work to be covered by the permit for which application is made.
  - b. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.
  - c. Indicate the use and occupancy for which the proposed work is intended.
  - d. Be accompanied by construction documents and other information as required in Section R106 of the International Residential Code or Section 107 of the International Building Code.
  - e. State the valuation of the proposed work.
  - f. Be signed by the applicant, or the applicant's authorized agent.
  - g. Give such other information as required by the Building Official.
  - h. Application for permit shall also be accomplished by written proof or evidence that the project has been approved by all applicable federal, state, county and local jurisdictions, including, but not limited to EPA, DNR, Corp of Engineers, MWRD.
  - i. All applications for building permits shall be accompanied by a copy of a "Plat of Survey" attested and sealed by a land surveyor registered in the State of Illinois.
3. No Permit shall be issued to any applicant who is indebted to the Village for any fees or charges resulting from work executed under a previous permit or any other fees, fines owed the Village of Tinley Park.
4. Description of Work: The application shall contain a general description of the proposed work, its location, the use and occupancy of all parts of the building or structure and of all portions of the site or lot not covered by the building, and such additional information as may be required by the Building Official.
5. Construction Documents:
  - a. The application for the permit shall be accompanied by copies of specifications as indicated in Section 101 I and of plans drawn to scale,

when required, with sufficient clarity and detail dimensions to show the nature and character of the work to be performed, statement of special inspections and other pertinent information. As built are required for all commercial, office, industrial, single family attached and multi-family. (Single family as built are only required if requested by the Building Official) When quality of materials is essential for conformity to the Code, specific information shall be given to establish such quality; and in no case shall the Code be cited or the term "legal" or its equivalent be used as a substitute for specific information. The Building Official may waive the requirement for filing plans when the work involved is of a minor nature.

- b. All construction documents shall be required to be stamped with a seal, signed and dated by a registered architect or structural engineer licensed by the State of Illinois and showing the registration number. All drawings shall bear the statement "These construction documents were prepared under my direct supervision and to the best of my knowledge comply with the ordinances and codes of the Village of Tinley Park, Illinois", signed (Signature of Architect or Structural Engineer responsible for preparation of the construction documents). No stamp or seal shall be required on drawings for detached private garage plans; or for detached secondary buildings or for fences; or for additions/remodeling to a single-family dwelling when no structural or ventilation changes are made to an existing single-family dwelling or at the discretion of the Building Official. The Building Official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.
- c. Additions, Alterations, Remodeling and Repairs: Applications for Permit for additions, alterations, repairs, and/or remodeling shall be accompanied by construction documents giving the same information that may apply the same as new building construction.
- d. Private garage plans shall show location of buildings to other buildings and to lot lines on a legal plat of survey. Private garages, attached or detached, shall comply with the provisions of Section 213 and 308 of this Code.
- e. Sheds, Decks, Gazebos, Fences, Pergolas, Trellises, Pools, Driveways, Sidewalks, Patios, Pavers and Mailboxes: plans shall be submitted that show location of buildings to other buildings and to lot lines on a legal plat of survey.

- f. Mailboxes: A permit is required for any decorative or brick mail boxes in the public right-of-way and a waiver form must be signed by the homeowner. See Section 315 of this Code for requirements.
  - g. Lawn Sprinklers: A permit is required for any lawn sprinkler system installed. A plat of survey with the layout of the sprinkler system must be included with the permit application. Lawn sprinklers installed in the public right of way will require a waiver form to be signed and submitted.
  - h. Demolition permits do not require plans except when attached to one or more buildings, or when removal of structure will affect adjacent buildings. Plans of demolition may be required for buildings other than single family dwellings, private garages, or secondary buildings. Demolition permits for multi family/single family homes, commercial or industrial buildings require a copy of the County Demolition Permit prior to release of a Village permit. See Chapter XII of this Code for requirements.
  - i. All construction documents submitted for permit, that requires checking by the Building Official, shall be subject to the plan check fee and/or filing fee as called for in this Code. Construction documents that are incomplete, or require excessive corrections shall be subject to double the amount of the plan check fee.
  - j. Those portions of charges made to the Village by an approved third-party plan review service, or by Engineers, for examination of plans which exceed the normal plan check fees shall be added to the plan check fee and shall be paid by the owner and/or applicant.
- 6. Site Plan: There shall also be filed five (5) copies of a site plan, and an electronic copy if requested, showing to scale the size and location of all new construction and all existing structures on the site, the proposed grades for such structures and the site, distances from lot lines and the established street grades; and it shall be drawn in accordance with an accurate boundary line survey. In case of demolition, the site plan shall show all construction to be demolished and the location and size of all existing buildings and construction that are to remain on the site or plot. The site plan shall show location and size of driveway and/or parking areas when not submitted with new building construction.
- 7. Engineering Details: The Building Official may require adequate details of structural, mechanical, and electrical work including computations, stress diagrams and other essential technical data to be filed. All engineering plans and computations shall bear the seal, date and signature of the engineer or architect responsible for the design. Drawings shall indicate all design load information, the bearing capacity of the soil; the fiber stress (f), and the deflection (E) for all

structural members (i.e.: concrete, steel and lumber); and the compressive stress values of all masonry and concrete.

8. Survey: All applications for building permits shall be accompanied by a copy of a "Plat of Survey" attested and sealed by a land surveyor registered in the State of Illinois and an electronic copy of said survey.

I. Approved Construction Documents:

1. When construction documents have been approved by the Building Official he shall affix a stamp indicating approval on the cover page of each set of said drawings and shall affix his signature, and shall return one set of such approved drawings to the applicant. One of these sets, with a signed cover page shall be at the job site at all times and be available for the use of the Village Inspectors. One set of approved drawings shall be retained in Building Department files.

a. The following stamped plans, and as-builts for all commercial, office, industrial, multifamily, and mixed use and one (1) electronic copy of the plans and as-builts shall be required.

- |                                 |          |
|---------------------------------|----------|
| 1. Commercial-                  | (2) sets |
| 2. Footing & foundation-        | (2) sets |
| 3. Shell only-                  | (2) sets |
| 4. Commercial tenant buildouts- | (2) sets |
| 5. Multi-family dwellings-      | (2) sets |
| 6. Single-family dwellings-     | (2) sets |

2. No deviations or changes shall be made in the construction from the approved construction documents unless such change is expressly and specifically requested in writing by the applicant and the approval of said change is granted in writing by the Building Official.
3. The Building Official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this Code.

**SECTION 102 - INSPECTIONS:**

- A. For on site construction the Building Official upon notification from the permit holder or their agent shall make or cause to be made any necessary inspections and shall either approve that portion of the construction as completed or shall notify the permit holder or their agent wherein the same fails to comply with this Code.

1. Job Access: A safe and reasonable access shall be provided to all sites, buildings and/or structures. This includes a dry gravel walkway, secured platforms having a slip-resistant walking surface so they do not move around or any other item the Inspector considers safe. If a safe access is not provided, the inspector may not perform the required inspection until a safe access is provided. Approved guards shall protect all floor and foundation openings.
2. Job Site Conditions: Any building or structure that is to be inspected shall have all floors and levels accessible and shall be clean of all debris and obstructions so a visual inspection of all work can be performed. Ladders or changes in levels greater than 24 inches are not considered accessible.
3. Footing Inspection: Commonly made after excavations are complete and footing forms are set but prior to pouring concrete.
4. Foundation Wall: Commonly made after forms are set and braced and all reinforcing is in place and tied and all inserts are placed, but before pouring of concrete.
5. Rough Inspection: Commonly made after the roof, masonry, all framing, fire-stopping, and bracing are in place and all electrical, plumbing and mechanical/HVAC, chimneys, and fireplaces are complete, but prior to the installation of any insulation, lath or gypsum board. All penetrations shall be sealed as required per code and shall be part of the required rough inspections. No rough framing inspections shall be performed prior to electrical, plumbing and HVAC inspections are inspected and approved.
6. Insulation Inspection: Commonly made after rough inspection but prior to lath or gypsum board.
7. Nailing or screw pattern inspections necessary for any lateral shear or bracing walls.

B. Plumbing, Mechanical & Electrical:

1. Under slab: All work installed under a slab on fill or in concrete work shall be left open until inspected and approved.
2. Rough Inspection: Commonly made prior to covering or concealment and before fixtures are set – prior to any electrical wiring installation

C. Other Inspections:

In addition to the called inspections above, the Building Department may make or require any other inspections to ascertain compliance with this Code and other requirements or laws enforced by the Village.

- D. Work shall not be done on any part of the building or structure beyond the point indicated in each successive inspection without first obtaining the written approval of the Building Official. Such written approval shall be given only after an inspection has been made of each successive step in the construction as indicated by each of the inspections required above.
- E. Requests for inspections shall be made to the Building Department, by telephone not less than forty-eight (48) hours (excluding Saturdays, Sundays and Holidays) before inspection is requested. Exception: All concrete inspections require a two-hour (2) notice but no later than 2:30 p.m. of each day. Notice received after 2:30 p.m. will be scheduled for the following day.
- F. Final Inspection: Commonly made after the building is completed and ready for inspection. Request for final inspection must be made in writing on forms provided by the Building Department. Final inspection shall occur after any fire department hydro sprinkler testing, fire alarm testing and any kitchen or equipment hood suppression systems are complete and approved.

#### **SECTION 103 – STOP WORK ORDERS:**

- A. Notice to Owner: Upon notice from the Building Official that the permit has been revoked or work on any building or structure is being constructed contrary to the provisions of this Code or the approved construction documents or in an unsafe and dangerous manner, such work shall be immediately stopped. The stop work order shall be in writing and shall be posted in a conspicuous location of the subject building or property and also shall be provided to the owner of the property.
- B. Unlawful Continuance: Any person who shall continue any work in or about the site or building after having been served with a stop work order, or after having received actual notice thereof, except such work as he is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than One Hundred (\$100.00) Dollars or more than Seven Hundred Fifty (\$750.00)

#### **SECTION 104 – CERTIFICATE OF OCCUPANCY:**

- A. New Buildings:

No building hereafter erected shall be used or occupied in whole or in part until the Certificate of Occupancy has been issued by the Building Official.

- B. Existing Buildings - Use Group or Occupant Changes:

With the exception of single-family and multi-family dwellings, when the ownership, or when the occupant of all or part of a building changes, or when the use of all or part of a building changes from one use group to another, said building, or part thereof in relation

to which the change in occupant or use has occurred, shall not be occupied or used until a Certificate of Occupancy has been issued by the Building Official.

- C. For multi-family homes, when the ownership of the entire building changes, including ownership of common areas, said building shall not be occupied or used unless a new Certificate of Use and Occupancy has been issued by the Building Official within thirty (30) days after the change of ownership. The inspection required for a new Certificate of Use and Occupancy for multi-family homes because of a change of ownership, shall be limited to the common areas of the building and shall not include individual dwelling units. Further, said inspection shall take place at the same time as the inspection required for issuance of a Residential Rental License under Article XI, Chapter 129F of the Village Code. For purposes of this Section, a multi-family home is defined as a building of three (3) stories or more that contains three (3) or more individual residential units.

No building hereinafter occupied regardless of occupancy, enlarged, extended or altered to change from one occupant or use group to another, in whole or in part, and no building hereafter altered for which a Certificate of Occupancy has not been heretofore issued shall be occupied or used until the Certificate shall have been issued by the Building Official certifying that the work has been completed in accordance with the provisions of the approved permit; except that any use or occupancy which was not discontinued during the work of alteration shall be discontinued within thirty (30) days after the completion of the alteration unless the required certificate is secured from the Building Official.

- D. Changes in Use and Occupancy - Prohibited Uses - Re-establishment:

After a change of use has been established in a building, the re-establishment of a prior illegal or prohibited use that would not have been legal in a new building of the same type of construction is prohibited, unless all the applicable provisions of this Code and Zoning Ordinances are complied with. A change from one prohibited use, for which a permit has been granted to another prohibited use, shall be deemed a violation of this Code.

- D. Conditional Certificate of Occupancy:

Upon the written request of a holder of a permit, the Building Official may issue a Conditional Certificate of Occupancy for a building or structure, or part thereof, before the entire work covered by the permit shall have been completed, provided such portion or portions may be occupied safely prior to full completion of the building without endangering life or public welfare. A Conditional Certificate of Occupancy can be issued only after final inspection have been performed and all life safety elements are completed and approved. All fire department testing shall be complete for any automatic sprinkler, fire alarm and equipment suppression.

E. Contents of Certificate:

When a building or structure is entitled thereto, the Building Official shall issue a Certificate of Occupancy.

F. Penalties:

1. It shall be unlawful for any owner, builder, contractor, or other person who has constructed a building or structure under this Code for which a Certificate of Occupancy is required, to deliver possession to another person to whom the building has been sold or leased or for whom it has been built without having exhibited a Certificate of Occupancy.
2. Any person who violates this requirement shall be subject to a penalty not to exceed Seven Hundred Fifty Dollars (\$750.00) for each offense, each day the violation continues shall be construed as a separate offense.

## **SECTION 105 – SITE WORK, DEMOLITION & CONSTRUCTION**

- A. General – Whenever a building or structure is erected, altered, repaired, removed or demolished, the operation shall be conducted in a safe manner and suitable protection for the general public shall be provided.
- B. Fences – Every excavation or area of construction on a site located within the village boundaries shall be enclosed with a barrier not less than six (6) feet high (four (4) feet high for single-family & multi-family dwellings) to prevent the entry of unauthorized persons. All fences and barriers shall be of adequate strength to resist wind pressure, as specified in the International Building Code **2021** Chapter 16.
- C. Site Maintenance – Every construction site must be kept in a safety environment, free from hazards and maintained so as not to allow debris to blow onto other property. All dumpsters must be kept from being over filled to avoid debris from dropping onto the property or blowing onto other property.
- D. Protection of Adjoining Property – Adjoining public and private property shall be protected from damage during construction, remodeling and demolition work. Protection must be provided as outlined in the International Building Code ~~2012~~ **2021** Section 3307.

## **SECTION 106 – DEFINITIONS**

Unless otherwise expressly stated, the following terms shall, for the purpose of this Code, have the meanings indicated in this section. For other definitions not contained in this Section, see other Codes as adopted.

Words used in the present tense include the future; the singular number includes the plural and the plural the singular. Where terms are not defined in this section they shall have either ordinarily accepted meanings or such as the context may imply.

1. Apartment. A dwelling unit as defined by this Code.
2. Approved. Approved refers to approval by the Building Official as the result of investigation and tests conducted by him, or by reason of accepted principles or tests by nationally recognized organizations.
3. Area Building. The total area of all floors or stories contained within the building perimeter. Areas of the building not provided with surrounding walls shall be included in the building area if included within the horizontal projection of the roof or floor above. Also see definition in Section 702 of the IBC for fire suppression requirements.
4. Area, Total. For purposes of calculating total square feet (area), the total floor area includes mezzanines and basements contained within the surrounding exterior walls of the building on all floors and levels which are added together. The area included within the surrounding exterior walls of a building includes canopies, when in the opinion of the Code Official the canopy creates or may create a hazardous situation, and all enclosed extensions are also added to the calculation. Areas of a building not provided with surrounding walls shall be included within the building area if such areas are included within the horizontal projection of the roof or floor above. Interior walls, including fire walls, and horizontal fire walls (floors), fire separation walls and party walls, shall not be considered as walls which divide a structure into two or more separate buildings, but structures containing such interior walls shall be considered as one building for the purposes of this chapter. This definition shall only be used to determine whether or not a fire & life safety system is required.
5. Area Useable. The sum of the net horizontal area of all floors within outside walls of a residential building exclusive of areas in cellars, basements, unfinished attics, garages, open porches and accessory structures, but including any area that is roughed in (rough framing & electrical) but not completed which is designed and intended for human occupancy.
6. Basement. A story of a building partially underground, and having more than half of its story height below the grade plane.
7. Board of Trustees. The corporate authority of the Village of Tinley Park.
8. Building Code. The building code and its amendments, as adopted by the Village of Tinley Park.

9. Building Official. The officer charged with the administration and enforcement of this Code.
10. Ceiling Height. Ceiling heights shall be the clear vertical distance from the finished floor to the finished ceiling.
11. Crawl Space. An unfinished space beneath the 1st Floor or under a roof of a building, intended for access to piping, ductwork, wiring, or other utilities, and not intended for habitable space.
12. Existing legal non-conforming. A structure that complied with the zoning or building codes at the time it was built but no longer conforms to the adoption, revision or amendment of the present building codes.
13. Family. A family includes one or more persons occupying a premise and living as a single housekeeping unit, and related to each other by birth, adoption, or marriage, as distinguished from a group occupying a boarding house, hotel or motel, as herein defined; a number of persons but not exceeding four (4) living and cooking together as a single housekeeping unit, though not related by birth, adoption or marriage shall be deemed to constitute a family.
14. Listed and Listings. Terms referring to equipment which is shown in a list published by an approved testing agency qualified and equipped for the conduct or supervision of experimental testing and maintaining an adequate periodic inspection of current productions and whose listing shows that the equipment complies with the provisions set forth in this Code.
15. Motor Vehicle. A machine propelled by power other than human power designed to travel along the ground by use of wheels, treads, runners, or slides and transport persons or property or pull machinery and shall include, without limitations, automobiles, trucks, tractors, trailers, or semi-trailers, motorcycles, buggies and wagons or any other similar vehicle.
16. Ordinance: a local law adopted by a municipality.
17. Permittee. Person, Firm, Corporation or Organization to whom a building permit has been issued.
18. Plat of Survey. A map prepared by an Illinois Licensed surveyor giving legal descriptions of the property by lot, street number or block numbers. Survey also shows official measured and recorded sizes of property.
19. Ranch Style Home. A single-story house with less than a 4:12 pitch roof and shall include a three-step ranch.

20. Story. A story is that portion of a building included between the upper surface of a floor and upper surface of the floor or roof next above, regardless of portions being below grade.
21. Tenant. The occupant of a building, house, apartment or land that is owned by someone else.

## CHAPTER II - INTERNATIONAL RESIDENTIAL CODE.

### SECTION R303 – LIGHT, VENTILATION & HEATING:

#### A. General:

1. Install windows in outside walls to provide natural light and ventilation in all habitable rooms, except kitchens.
2. Windows in habitable rooms, whose areas provide the light and ventilation necessary to comply with the following requirements, are considered required windows. All windows in addition to these, and also windows in rooms other than habitable rooms, are considered non-required windows.

#### B. Habitable Rooms: Rooms designed to be used for living, sleeping, eating or cooking

1. Insect screens: Shall be installed, for ventilated portions of all windows in all exterior walls, in all residential buildings.
2. Bars, grilles or screens placed over emergency escape windows shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the window.
3. The minimum net clear opening for grade floor windows shall be 5 square feet.
4. Basement habitable rooms shall be designed for min. 10% natural light & 5% natural ventilation. Sill height of **clear** opening shall not exceed ~~36"~~ **44"** above finished basement floor

#### C. Bathrooms and Water Closet Compartments:

1. Provide ventilation in or near ceiling with continuous metal (or other approved material) duct connection to outside air, and with a mechanical exhaust fan. Min. exhaust rates shall be determined by section M1505. If duct is located in an unconditioned space, it must be insulated to a minimum R6 value.

#### D. Open Basements:

1. Provide light and ventilation by windows or doors, in exterior walls with both glazed and ventilating area not less than (one) 1 percent of the floor area.

E. Utility Room Ventilation:

1. Combustion & dilution air must be provided in accordance with the International Mechanical Code and/or equipment manufacturer's specifications.
2. Each appliance exhaust duct metal duct or ducts to the outside shall be provided with a backdraft damper or per equipment manufacturer's specifications.

F. Rooms having a Gas-fired Appliance:

1. A minimum of two (2) properly placed sprinkler heads shall be provided. They must be supplied by the domestic water system in the area of the gas-fired furnace and/or hot water tank (exception – garages and unconditioned spaces.)

G. Crawl Spaces:

1. In crawl spaces ground shall be covered with (four) 4 inches of coarse granular material (sand, gravel, or stone) reasonably level over which a vapor barrier or minimum (six) 6 mil polyethylene film or better (or material of equal perm rating) lapped (twelve) 12 inches and a minimum of (two) 2 inches of rough finished concrete.

H. Attic and Other Enclosed Spaces

1. Vents or ducts from kitchens, baths or laundry rooms shall not discharge into attic spaces, but shall discharge direct to the outside via listed metallic flexible or rigid ducts

**SECTION R304 -MINIMUM ROOM AREAS:**

A. Minimum room sizes:

1. Refer to Tinley Park Zoning Ordinance Section V.C.2. for minimum usable floor area requirements per dwelling type.
2. Senior Housing requirements:
  - a. 300 square feet per unit
  - b. 600 square feet overall per unit when common area of the facility is included and divided among the dwelling units.
3. Except as otherwise provided by ordinance, rooms for the following uses shall meet the standards specified below.

Area

Minimum Square Feet

**Living, dining, cooking:**

- |    |  |     |
|----|--|-----|
| a. | Living, dining and cooking when in one room<br>(includes area occupied by equipment)   | 220 |
| b. | Living, dining, when in one room   | 180 |
| c. | Living only in one room, when dining space<br>is provided in kitchen or separate room. | 160 |
| d. | Kitchen cooking only (including area occupied<br>by equipment)                         | 60  |
| e. | Dining only  | 100 |
| f. | Family or Recreation Room  | 180 |

**Sleeping:**

- |    |                      |     |
|----|----------------------|-----|
| a. | Primary bedroom      | 120 |
| b. | Other sleeping rooms | 100 |

**Bathroom:**

- a. Size should be adequate for water closet, lavatory, and tub or shower. The water closet may be located in a separate compartment adjoining the bathroom.
- b. Arrange fixtures so that door will swing not less than 90 degrees when open.
- c. There shall be no opening between a room in which a water closet (toilet, urinal or bidet) is located and a room in which food is prepared or stored.

**Minimum room dimensions:**

- a. Habitable rooms, except kitchens and bathrooms shall not have any horizontal dimension less than 10'-0".

**Halls and Passages:**

- a. Minimum width 3'0", arranged to permit access of furniture.

B. General Storage: This storage shall be in addition to required closets and kitchen storage space.

1. For single family residences provide minimum total volume (interior and exterior storage) 200 cubic feet plus 75 cubic feet for each bedroom.

2. For multiple units conform to following schedule:

1 bedroom and 1 bedroom	=	150 cubic feet
2 bedrooms	=	200 cubic feet
3 bedrooms	=	250 cubic feet
4 bedrooms	=	300 cubic feet

C. Bedroom Closets: Provide each bedroom with at least one closet or wardrobe having a minimum:

1. Depth: 2'-0"

2. Floor area: 5 square feet

3. Heights: 6 feet

C. Escape Areaways, Window Wells:

1. Minimum width measured perpendicular to face of building wall, 3 feet. Head of window, in all cases, to be at or above top of area wall.

Exception: Escape windows not required when two (2) or more stairways lead out of the basement.

2. Provide drain and connect to sub-soil drainage system and/or discharge to storm water system.

## **SECTION 305.1 – CEILING HEIGHTS:**

A. Minimum Ceiling Heights:

1. Minimum ceiling heights for occupiable spaces, habitable spaces and corridors shall have a ceiling height of not less than 8'-0". Unfinished basements (in other than one- and two-family dwellings) shall be permitted to have a ceiling height of not less than 7'-6". For one- and two-family dwellings, the minimum clear height to the underside of the floor assembly above shall be 7'-6" and the minimum clear height to the underside to a beam shall be 6'-8".

2. Basements: 7'6" clear under joists. Recreation Rooms must have 7'6" clear height for at least 80% of the floor area, with a minimum of 6'6" clear for the remaining 20% floor area.

3. Main floor of any living unit 8'0" clear ~~for at least 75% of the total floor area.~~  
7'-0" allowed for HVAC soffits only and limited to the extent of the hvac ductwork-only
4. Areas other than main floor: 7'6" clear; under sloping roofs, 7'6" for not less than 50% of floor area having 5 feet or more headroom.

## **SECTION 309 – (GARAGES AND CARPORTS):**

### **A. General**

1. Refer to Tinley Park Zoning Ordinance for required setbacks and distances from primary structure.
2. If the garage is less than ten feet from the primary structure, it will require a minimum of ½-inch gypsum board (or equivalent) applied to the interior
3. Floors
  - a. Remove all top soil, loose fill and organic matter under entire area of garage including foundations.
  - b. Install not less than four (4) inches layer of well compacted gravel, crushed stone, or sand.
  - c. Install not less than five (5) inches of concrete (minimum six bag mix), reinforced with wire mesh; minimum size 6" x 6", #10 x #10. Pull reinforcing up into slab when pouring. In lieu of wire mesh, fiber mesh and ½-inch rebar are an acceptable material.
  - d. Floors shall be pitched to drain effectively.
  - e. Sill plates in contact with concrete shall be pressure-treated.
4. Openings/Doors
  - a. Vehicle door openings shall not exceed ten (10) feet in height. Vehicle doors shall not be the sole egress from the garage.
  - b. A communicating door between garage and residence shall not be considered as a required means of egress from the residence.
  - c. A service door shall be provided for all garages. The service door shall be a minimum of 6 feet 8 inches in height and no less than 2 feet 8 inches in width.

## SECTION 309.6 – SINGLE FAMILY DETACHED GARAGES

### A. One-story frame detached garages.

1. Maximum size cannot exceed 720 square feet.
2. Total height of a pitched roof garage shall not exceed eighteen (18) feet at the roof peak when measured from the finished floor.
3. Comply with construction requirements for one-story dwellings in IRC code with the following exceptions:
  - a. Grade beam construction permitted, consisting of a five (5) inches concrete floor on a minimum four (4) inches of crushed stone, sand or gravel, poured monolithically, with a minimum ten (10) inches deep outer edge, a width of twenty (20) inches around perimeter of building with the 5-inch concrete floor bearing on the grade beam.
  - b. Concrete under sill plates to be a minimum of six (6) inches above finished grade.
  - c. Studs, maximum spacing twenty-four (24) inches on center.
  - d. In lieu of structural panels, wall sheathing shall be installed behind exterior finish materials and shall have a minimum thickness of ½-inch. Where corner bracing is used, each corner shall be braced from top outward in two directions to a minimum of 72" from corner at sill plate, and may be applied on the inside surface of studs, minimum 1" x 4" diagonal bracing
  - e. Corner post may be constructed of two (2) 2" x 4".
  - f. Top plate shall be single, provided rafters occur directly over studs and plate at corners is lapped to provide tie.
  - g. Rafter ties not less than 2" x 4", maximum spacing six (6) feet on center.
  - h. Concrete floor, minimum 5" of concrete on minimum 4" of crushed stone, sand or gravel.
  - i. Ceiling joists shall be a minimum of 2" x 8" and spaced a maximum of 48-inches on center.

- j. No gas-fired appliance shall be installed in any garage, unless AGA approved, vented, with a sealed combustion chamber and installed in accordance with the manufacturer's instructions and the International Residential Code.
  - 4. Service door heights shall be 6'-8" min. 8'-0" maximum and no less than 2 feet 8 inches in width.
  - 5. Materials for roof construction must be approved roofing, or may match roofing used on an existing dwelling located on the same lot as the new detached structure and installed in accordance with the manufacturer's instructions.
- B. One story solid masonry or masonry veneer detached garages and accessory buildings.
- 1. Comply with construction requirements for one-story dwellings In IRC code with the following exceptions:
    - a. Spread-type footing, minimum size 10" deep by 20" wide. Bottom of footing shall be a minimum 3'-6" below finished grade. Foundation walls to be formed both sides, minimum eight (8)" thick poured concrete, but not less than the walls being supported
    - b. For brick veneer framing, top of concrete foundation shall be not less than 4" above finished grade.

## **SECTION 309.7 – SINGLE FAMILY ATTACHED GARAGES**

- 1. Construction, and foundation, and all footings, same as required for the dwelling.
- 2. If door opening occurs between garage and dwelling, provide four (4) inch curb at the service door, or construct garage floor four (4) inches lower than adjoining floor. A basement stairway leading directly to a garage is not permitted unless stairway is enclosed in minimum one-hour construction (or 1-3/4-inch-thick solid core wood) door with listed self-closing devices and has not less than a four (4) inch high concrete curb and sill all around the stair opening and to located at the top of the stairwell.
- 3. Installation of house heating unit or other fuel burning appliance in garage space not permitted unless AGA approved, vented with a sealed combustion chamber and installed in accordance with the manufacturer's instructions and the International Residential Code.
- 4. Wood frame walls common to dwelling and garage to be one (1) hour fire rated construction. A one (1) hour fire rated bulkhead shall be established in the attic space directly above the one (1) hour rated garage wall and it shall be continuous

from the fire rated wall to the roof deck. Where rooms occur over the garage area, ceilings are required to be double layer of 5/8 inch Type X drywall and all walls shall be one (1) hour fire rated construction. Joints shall be staggered a minimum of 16-inches. The door opening protectives shall have a 60-minute minimum fire rating, approved closer and approved latching type hardware.

5. Hot air heat duct openings shall be a minimum of four (4) feet above floor of garage with a listed fire damper. Return air ducts are not permitted.

## **SECTION R311 – MEANS OF EGRESS**

### **A. Access:**

1. Living Units: Each living unit, having one or more bedrooms shall be provided with two means of access, as remote as possible from each other, without passing thru any other living unit. A living unit may have one means of access if it opens to a hall or passage having two (2) remote means of egress to outside, or two (2) remote vertical means of egress. (Exception: townhomes)
2. Attics. Provide access to attics by means of scuttles, minimum 22" x 30" disappearing or built-in stairways.
3. Crawl Spaces. Provide access of not less than 30 inches wide by 24 inches high to permit access to all utilities.
4. Access scuttles to areas above ceilings, and below floors shall be located in areas where free and unencumbered access is always available.
5. Basements. Provide direct access to outside by a door, or a window having an openable area at least 2 feet wide and 30 inches high, stool not more than 3 feet above floor. Where basement stairway is within 5 feet of exterior entrance door this will constitute direct access.
6. A basement stairway leading directly to garage is not permitted unless stair is enclosed with a 1 hour rated partition, and with a 1 hour rated (or 1-3/4-inch-thick solid core wood) door located at the top of the staircase with a self-closing device and has not less than a 4-inch-high concrete curb and sill all around the stair opening.

### **B. Privacy:**

1. Bedrooms:
  - a. Each bedroom to have access to a bathroom without passing through another bedroom.

- b. Each habitable room to have access to each other habitable room without passing through a bedroom.
- 2. Prohibited bathroom arrangements:
  - a. Bathroom opening directly into a kitchen.
  - b. Bathroom providing sole access to any other room.
  - c. Bathroom in the basement as the only one serving a living unit.

## **SECTION R311.2 - DOORS:**

### **A. Exterior Doors**

- 1. Minimum sizes:
  - a. Main entrance doors: 3' 0" wide.
  - b. Service entrance doors: 2' 8" wide.
  - c. Height: 6' 8".

### **B. Interior Doors:**

- 1. Provide a door for each opening to a bedroom, bathroom, and toilet compartment.
- 2. Minimum sizes:
  - a. All habitable rooms: 2' 6" wide by 6' 8" high.
  - b. Bathrooms: 2' 4" wide by 6' 8" high.
  - c. Powder rooms: 2' 2" wide and 6' 4" high.

## **SECTION R311.7 – STAIRWAYS:** Within individual dwelling units (regulated by the IRC Code) for Residential Occupancies only.

### **A. Design and Location:**

- 1. Headroom: Continuous clear headroom measured vertically from front edge of tread to a line parallel with stair run, minimum 6' - 8"
- 2. Width:

- a. All stairs: Minimum 2'9" clear of handrail. 3'-0" actual clear width
- 3. Treads: Minimum tread 10 1/4".
- 4. Rise: 7-3/4" maximum for main stair; All risers to be the same height in any one story.
- 5. Winders: (Permitted in single family residences only)  
Tread width 15" from covering end shall at least equal tread width on straight stair run unless a width of tread at converging end is 6" or more.
- 6. Landings:
  - a. Width equal to that of stair.
  - b. Vertical rise: No stairway shall have a height rise of more than ten (10) feet between landings.
- 7. Handrail: Install continuous handrail on at least one side of each run on all stairways extending at grasp level on lower floor or landing to grasp level on upper floor or landing without interruption by any means necessitating a change of handhold while traversing said stairway run. The grasp level shall remain a constant height paralleling the stair run and any side directional change shall not be greater than thirty (30) degrees from the direction of the stair run viewed vertically. Maximum width and depth of handrails shall be 2 1/2", unless shaped to provide a secure handhold.
- 8. Exterior Stairs: Minimum width of stair 36" clear of handrails. Minimum run clear of tread above 10 1/2", maximum rise 7 3/4"

## **SECTION R312 – GAURDS AND WINDOW FALL PROTECTION**

### **R312.1.1. – REQUIRED GAURDRAILS**

- 1. On open side walk surfaces, guard rails shall be provided when the vertical change in elevation is > 24" vertically. Guard rail shall be min. 36" in height.
- 2. Exterior stairs to basements with a vertical drop > 24" shall require guard rails on both sides of open stairs

## **SECTION R326 – SWIMMING POOLS, SPAS AND HOT TUBS**

### **General Requirements:**

- A. The current provisions of the International Residential Code (2021), National Electrical Code (2017), International Swimming Pool and SPA Code 2012-(2021), International

Fuel Gas Code 2012 (2021), International Mechanical Code 2012 (2021), and International Energy Conservation. (2021),

B. Registration of Contractors

Any contractor engaged in the performance of installing a swimming pool within the Village of Tinley Park shall be currently registered with Village of Tinley Park.

C. Bond

All contractors performing electrical work within the Village of Tinley Park shall file with the building department a surety bond in the amount of \$20,000.00 secured by a surety company which is acceptable to the Village of Tinley Park. Bond shall be payable to the Village and, in effect, guarantee that the contractor will comply with all requirements of applicable Village ordinances and codes.

D. Barrier

The provisions of this section shall control the design of barriers for residential swimming pools, spa and hot tubs. The design controls are intended to provide protection against potential drownings and near drownings by restricting access to swimming pools, spas and hot tubs.

An outdoor Swimming pool, including an in-ground, above-ground or on-ground pool, hot tub or spa shall be surrounded by a barrier which shall comply with the following:

The top of the barrier shall be at least ~~60~~ 48" inches above grade measured on the side of the barrier which faces away from the swimming pool, spa and hot tub. The maximum vertical clearance between grade and the bottom of the barrier shall be 2 inches measured on the side of the barrier which faces away from the swimming pool. Where the top of the pool structure is above grade such as an above ground pool, the barrier may be at ground level, such as the pool structure, or mounted on top of the structure. Where the barrier is mounted on top of the pool structure the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall be 4 inches.

## **Section R328 – BRICK MAILBOXES & PEDESTALS**

A. Permits Required - A building permit and a signed Right-of-Way waiver is required prior to any installation of a brick or decorative mail box.

B. Restrictions - Masonry mailbox structures shall not be more than 24 inches by 24 inches nor shall they be more than five (5) feet in height and shall be erected as follows:

1. The front edge of the masonry structure shall not be set closer than fifteen (15) inches from the rear edge of the curb or within two (2) feet of a Buffalo Box, or within 10 feet of a fire hydrant.

2. The front of the mailbox itself shall not be closer than six (6) inches nor further than fifteen inches from the rear edge of the curb.

NOTE: Masonry mailbox structures shall comply with United State Postal Regulations; a copy is available in the Building Department. Incorrect installation of masonry mailbox structures could result in the United States Postal Service curtailing mail delivery.

3. There shall be a maximum of two pedestals per address only one of which may contain a mailbox.

**C. Construction Requirements**

1. Contact J.U.L.I.E. prior to any excavation.
2. Install a concrete footing of no less than 42 inches deep and not less than 12 inches thick.
3. Foundations can either be cast-in-place concrete or concrete masonry units.
4. The first two tiers of masonry shall be tied into the footing with no less than 5/8-inch re-bar imbedded into the outer footing in concrete.

**Section R329 – STORAGE /UTILITY SHEDS**

- A. Permits Required – No storage/utility shed shall be erected within the Village of Tinley Park without first obtaining a permit.
- B. Number limited – No more than one (1) storage/utility shed shall be located on any residential lot within the Village of Tinley Park.
- C. Limitations – No storage/utility shed shall exceed two hundred (200) square feet in area, nor exceed fifteen (15) feet in height. No overhead (roll up) doors larger than six (6) feet in width or seven (7) feet in height are allowed on storage/utility sheds.
- D. Placement – A shed should be placed ten feet from the primary structure, with a minimum of five (5) feet from same. If the shed is less than ten feet from the primary structure, it will require a minimum of ½ inch gypsum board (or equivalent) applied to the interior walls and ceiling that are within this area. The shed must be a minimum of five (5) feet from the side and rear lot lines.
- E. Construction Requirements – Storage/utility sheds in excess of one hundred (100) square feet in area shall be constructed on a concrete slab consisting of a minimum of four (4) inches of concrete on a minimum four (4) inches of crushed stone base. Storage/utility sheds shall be constructed in compliance with all other applicable provisions of Tinley Park Comprehensive Building Codes.

**SECTION 330 – DECKS, PORCHES, GAZEBOES & PERGOLAS**

- A. Permits are required for all decks, porches, gazebos, trellises, pergolas and all accessory structures.
- B. All structures are required to be a minimum of five (5) feet from all property lines, and off any utility easement.
- C. Open air front porches cannot extend into the required yard more than 35% (percent) of the minimum yard setback, not including stairways. In residential districts no porch or portico shall extend more than fifteen (15) feet from the exterior wall. In no case shall any porch or portico be placed within five (5) feet of any property line.
- D. All concrete load bearing piers are to be a minimum of eight (8) inches diameter and forty-two (42) inches below grade.
- E. All design loads to conform to International Building Code 2021 and International Residential Code 2021.
- F. Guards are required when platforms extend more than 24 inches above grade. Guards are to be 36 inches in height on residential properties and a minimum of 42 inches in commercial properties.
- G. Handrails must be provided for all stairways with 4 or more risers; handrails shall not be less than ~~30~~ 32" inches and no more than 38 inches vertically above the leading edge of threads or above finished floor.
- H. Balusters must be so that a 4-inch sphere may not pass through any opening. No ladder style balusters allowed.

## Section R507 – EXTERIOR DECKS

### R507.5.2.1 Deck beam connections:

- ~~1. Notching of 4 x 4 wood post shall be prohibited. Any connections shall be face mounted and through bolted connections only.~~
- 1. All post supporting decks required to be 6 x 6 nominal treated lumber.
- 2. All connection required to be approved connectors and through bolted connections
- 3. 4 x 4 post allowed on termination of stair railing/guard. 4 x 4 treated post shall be set on min. 8" dia. Formed concrete pier with bottom of pier min. 42" below grade.

### R507.9.3 Lateral Connections required:

- 1. Any deck where the columns from foundation support to top of finished deck surface exceeds 48" in height, lateral bracing in conformance to R507.9.2. shall be required.

## **Section R703 – EXTERIOR COVERINGS**

R703.8.6. Weep holes shall be provided @ 24” o.c. and installed to require min. 2 per masonry opening.

R703.8.4.1.1 Additional metal ties shall be provided around wall openings greater than 16” in either dimension. Metal ties around the perimeter of openings shall be spaced not more than 24” on center and placed within 6” of the wall opening.

## **Section R802 – WOOD ROOF FRAMING**

### **R802.8.1. Bridging**

1. Ceiling joist exceeding 4 to 1 depth to thickness ratio shall be laterally braced by solid blocking, diagonal bridging or a cont. 1 x 3 wood strip located at top of ceiling joist.

## **SECTION R403 FOOTINGS:**

1. General:
  - a. Design for proper distribution of superimposed loads.
  - b. Material: cast-in-place concrete.
  - c. Bear on solid, unfilled ground.
  - d. Unstable or questionable soils will require a soils report by a state licensed testing agency.
2. Wall Footings:
  - a. Minimum dimensions for spread footings shall not be less than two times the width of the foundation they are supporting.
3. Pier, Post and Column Footings:
  - a. Dwellings: Minimum area 6.25 square feet; thickness minimum 12 inches. (Not permitted under exterior walls).
4. Chimney Footings:
  - a. Dwellings: Minimum thickness, 12 inches; minimum projection each side, 6 inches.

- b. Pour integral with wall footing when chimney occurs in outside wall or inside bearing wall.
6. Attached Garages and Breezeways: Provide spread footings same as for house, no trench footings.

#### **SECTION R401.3.1 FOOTING DRAIN TILE:**

1. Required outside or inside of basement and crawl space footings. Minimum diameter is 4 inches.
2. Cover tile with 8 inches gravel, or crushed stone, (95 percent) passing 3/4-inch mesh, less than 5 percent passing 3/8-inch mesh.
3. Connect drain tile to water-tight sump pit (cast iron, fiberglass, or approved plastic). The sump pump shall discharge through piping approved by the Village into the rear yard. Such sump pumps shall not be allowed to discharge into either the front or side yards (minimum ten feet from any lot line) or otherwise in front of the building, but need not be connected directly to a storm sewer.

#### **I. Concrete Foundation Walls Cast in Place.**

1. General
  - a. Materials. **-See section R404.1.3.**
  - b. Walls supporting frame construction: Extend concrete not less than 4 inches above adjoining outside finish grade.
  - c. Walls supporting masonry veneered wood frame:  
Extend foundation so that wood portion of wall is not less than (four) 4 inches above outside finished grade.
2. Minimum foundation thickness
  - a. Not less than that of wall supported.
  - b. Supporting porch slabs, steps and one-story wood frame structures without basement, minimum eight (8) inches.
  - c. Masonry veneered walls, minimum nine (9) inches.
  - d. Eight inches thick solid masonry walls minimum ten (10) inches.
  - e. Slabs on ground used to support interior bearing walls or partitions: Thicken to at least ten (10) inches for a width of twenty (20) inches.

3. Girder pockets. Provide four (4) inch end bearing on main wall for girder. Form pocket for wood girder one (1) inch wider than girder.
4. Sill anchor bolts to be installed.
  - a. Diameter, ½-inch minimum, bent or hooked.
  - b. Minimum length, ten (10) inches.
  - c. Provide washer under nuts on bolts.
  - d. Refer to Section 403.1.6. of the IRC for additional requirements.
5. Anchorage for intersecting walls and slabs. Provide dowel bar anchorage for porch and terrace slabs, concrete or masonry steps and area walls, which adjoin foundation walls. For basement-less portions and attached garages embed four ½-inch round hooked bars four (4) feet long in main wall, two near top and two near bottoms of attached wall.
6. Chimney foundations: Start at level of lowest adjacent foundation wall footings. Exception: Projects that are designed by a Licensed Structural Engineer.
7. Damp proofing and waterproofing. See Section R406 of the International Residential Code 2021

#### **SECTION R506.1 – CONCRETE FLOOR ON GROUND:**

No floor slab to be placed in water or on a soft wet sub-grade.

##### **SECTION R506.1.1 – GENERAL CONSTRUCTION:**

- a. Fill under slabs: Gravel, sand, screenings, or crushed rock, minimum thickness 4 inches. Earth under fill should be thoroughly leveled and free from vegetative matter, thoroughly tamped.
  - b. Reinforcing: When required, minimum weight 40 lbs. per 100 square feet. Wire mesh, fiber mesh or rebar are acceptable materials.
  - c. Bottom of slab: Not lower than top of footing. Provide at least four (4) inches bearing on footing.
2. Cement floor finish:
  - a. Finish basement slab with steel trowel.

- b. Integral finish on concrete slab.
- 3. Slabs on ground used as a base for floors or as a finish floor in habitable rooms.
  - a. Minimum thickness, four (4) inches
  - b. Provide membrane waterproofing directly under slab, at least 6—mil polyethylene film, lapped 124 inches and also sealed and taped.
  - c. Perimeter insulation shall comply with the International Energy Conservation Code 2012.
- 4. Basement floor slabs: Minimum thickness, four (4) inches.
- 5. Garage floor slabs: See Section 308.

#### **SECTION R903.4 – ROOF DRAINAGE:**

When a building is provided with a basement, or crawl space, gutters and downspouts must be installed.

##### **A. Materials:**

- 1. Copper, Galvanized, Aluminum and Vinyl to be installed per manufacturers specifications.
- 2. Downspout terminations shall be directed away from the structure and a minimum of five feet from any lot line.

##### **B. Roof water Disposal:**

Provide outlet acceptable to Building Official.

#### **Section M1602 – RETURN AIR**

##### **Section M1602.2 Return air openings**

8. Return shall be taken from all sleeping rooms through ducted openings meeting the supply air flow rate. Return grilles shall not be installed in closets.

9. Return ducts installed in wall stud spaces shall be sheet metal construction with all seams sealed per M1601.4.1

## **CHAPTER III – INTERNATIONAL BUILDING CODE (I.B.C.)**

## SECTION 312.2 – TRASH ENCLOSURES

- A. Where required: Trash and recycling enclosures shall be provided at all new buildings except single family dwelling units. If owner chooses to have a dumpster instead of garbage cans this section of the ordinance must be followed. The enclosed area shall be screened on three (3) sides by a wall from view from public streets and any abutting properties. There shall not be any types of enclosures or container in the front yard of any building or use including single family attached and detached units.
- B. Construction Materials: Any wall around a dumpster or trash handling area shall be constructed in a durable fashion of brick, stone, or other masonry materials with a gate opening which will accommodate the pickup of the dumpster by the garbage company. The wall shall be constructed of the same building material and in the same architectural style as the principal structure. Gate material must be wood or vinyl fencing material. No chain link fencing is allowed.
- C. Enclosure Height: Any enclosure constructed shall have a height not greater than 6 feet.
- D. Foundation: Any enclosure constructed shall have a concrete foundation capable of supporting the walls and any other live and dead loads anticipated.
- E. Size of Trash Enclosure. The area of a trash enclosure for a site or business shall be sized using dimensions, which relate to the size and use of the principal building and as approved by the building official.
- F. Thermal Insulation and Air Infiltration
  1. Refer to the ~~2015~~ 2018 edition of the ICC International Energy Conservation Code.

## ~~SECTION 503 – ALLOWABLE HEIGHT AND BUILDING AREAS~~

<p><b>TABLE 301</b></p> <p><b><del>ALLOWABLE HEIGHT AND BUILDING AREAS*</del></b></p> <p><b><del>Height limitations shown as stories and feet above grade plane.</del></b></p> <p><b><del>Area limitations as determined by the definition of “Area, building,” per story</del></b></p>										
		TYPE OF CONSTRUCTION								
		Type I		Type II		Type III		Type IV	Type V	
		A	B	A	B	A	B	HT	A	B
Group	HGT (ft) HGT(S)	UL	160	65	55	65	55	65	50	40

A-1	S	UL	5	3	2	3	2	3	2	1
	A	UL	UL	15,500	8,500	14,000	8,500	15,000	11,500	5,500
A-2	S	UL	11	3	2	3	2	3	2	1
	A	UL	UL	15,500	9,500	14,000	9,500	15,000	11,500	6,000
A-3	S	UL	11	3	2	3	2	3	2	1
	A	UL	UL	15,500	9,500	14,000	9,500	15,000	11,500	6,000
A-4	S	UL	11	3	2	3	2	3	2	1
	A	UL	UL	15,500	9,500	14,000	9,500	15,000	11,500	6,000
A-5	S	UL	UL	UL	UL	UL	UL	UL	UL	UL
	A	UL	UL	UL	UL	UL	UL	UL	UL	UL
B	S	UL	11	5	3	5	3	5	3	2
	A	UL	UL	37,500	23,000	28,500	19,000	36,000	18,000	9,000
E	S	UL	5	3	2	3	2	3	1	1
	A	UL	UL	26,500	14,500	23,500	14,500	25,500	18,500	9,500
		TYPE OF CONSTRUCTION								
		Type-I		Type-II		Type-III		Type-IV	Type-V	
		A	B	A	B	A	B	HT	A	B
F-1	S	UL	11	4	2	3	2	4	2	1
	A	UL	UL	25,000	15,500	19,000	12,000	33,500	14,000	8,500
F-2	S	UL	11	5	3	4	3	5	3	2
	A	UL	UL	37,500	23,000	28,500	18,000	50,500	21,000	13,000
H-1	S	1	1	1	1	1	1	1	1	NP
	A	21,000	16,500	11,000	7,000	9,500	7,000	10,500	7,500	NP
H-2	S	UL	3	2	1	2	1	2	1	1
	A	21,000	16,500	11,000	7,000	9,500	7,000	10,500	7,500	3,000

[illegible]

<b>R-4</b>	<b>S</b>	<b>UL</b>	<b>11</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>3</b>	<b>2</b>
	<b>A</b>	<b>UL</b>	<b>UL</b>	<b>24,000</b>	<b>16,000</b>	<b>24,000</b>	<b>16,000</b>	<b>20,500</b>	<b>12,000</b>	<b>7,000</b>
<b>S-1</b>	<b>S</b>	<b>UL</b>	<b>11</b>	<b>4</b>	<b>2</b>	<b>3</b>	<b>2</b>	<b>4</b>	<b>3</b>	<b>1</b>
	<b>A</b>	<b>UL</b>	<b>48,000</b>	<b>26,000</b>	<b>17,500</b>	<b>26,000</b>	<b>17,500</b>	<b>25,500</b>	<b>14,000</b>	<b>9,000</b>
<b>S-2<sup>b</sup></b>	<b>S</b>	<b>UL</b>	<b>11</b>	<b>5</b>	<b>3</b>	<b>4</b>	<b>3</b>	<b>5</b>	<b>4</b>	<b>2</b>
	<b>A</b>	<b>UL</b>	<b>79,000</b>	<b>39,000</b>	<b>26,000</b>	<b>39,000</b>	<b>26,000</b>	<b>38,500</b>	<b>21,000</b>	<b>13,500</b>
<b>U</b>	<b>S</b>	<b>UL</b>	<b>5</b>	<b>4</b>	<b>2</b>	<b>3</b>	<b>2</b>	<b>4</b>	<b>2</b>	<b>1</b>
	<b>A</b>	<b>UL</b>	<b>35,500</b>	<b>19,000</b>	<b>8,500</b>	<b>14,000</b>	<b>8,500</b>	<b>18,000</b>	<b>9,000</b>	<b>5,500</b>
<p><b>UL = Unlimited, NP = Not permitted.</b></p> <p><b>a. See the following IBC (2012) sections for general exceptions to Table 503:</b></p> <ol style="list-style-type: none"> <li><b>1. Section 504.2 (IBC), Allowable height increase due to automatic sprinkler system installation.</b></li> <li><b>2. Section 506.2 (IBC), Allowable area increase due to street frontage.</b></li> <li><b>3. Section 506.3 (IBC), Allowable area increase due to automatic sprinkler system installation.</b></li> <li><b>4. Section 507 (IBC), Unlimited area buildings</b></li> </ol> <p><b>b. This table does not apply to buildings designed in accordance with the International Residential Code.</b></p>										

## SECTION 707 – FIRE BARRIERS

A. Fire **Barriers**: Provide a minimum two (2) hour fire rated masonry wall assembly between dwelling/sleeping units, and adjacent public or service areas of R-2 occupancies (Section **707.3 #1, 2012 (2021)** ICC International Building Code). No openings are permitted between dwelling/sleeping units. Each wall assembly shall have an Underwriter Laboratories, Inc. (UL) Design Number listed in the most recent UL Fire Resistance Directory and meet the continuity requirements of Section **707** of this code. A detail of each fire rated wall assembly shall be provided on the permit drawings; the UL Design Number must be indicated on the detail. The automatic sprinkler system must be designed and installed in accordance with Section 903.3.1.1 or 903.3.1.2 of the **2012 (2021)** ICC International Building Code or as amended by Chapter **IV** of this Code. A Group R-2 use having a maximum of 12 living units and three stories or less shall only require a one-hour fire separation when an automatic sprinkler system complying with Section 903.3.1.1 of the 2021 International Building Code and as amended in Chapter **IV** is provided.

In lieu of constructing a masonry wall assembly, the following options may be used:

Option 1 - Provide a minimum two (2) hour fire rated shaft wall assembly. A current International Code Council (ICC) Evaluation Report must be submitted along with the permit drawings.

Option 2 - Provide a minimum two (2) hour fire rated ~~triple~~ **three wall** ~~drywall~~ **gypsum board** assembly. ~~Provide a minimum two (2) hour fire rated wall assembly without openings for the center portion of the triple drywall assembly. The center portion of the triple drywall assembly shall have a UL Design Number listed in the most recent UL Fire Resistance Directory. A detail of each triple drywall assembly shall be provided on the permit drawings; the UL Design Number of the center portion of the assembly must be indicated on the detail. Construction plans shall indicate the U.L. Design assembly for the~~ ~~The outer portions of the triple drywall~~ **3 wall gypsum board** assembly shall have metal stud framing spaced a maximum of 24 inches apart and gypsum board having a minimum thickness of 1/2-inch. Center portion of three wall rated assembly shall be non-penetrated and fire sealed at edges of top of foundation and underside of roof sheathing or metal deck assemblies. The stud material shall be non-combustible steel stud construction with spacing not to exceed 24" o.c.

Exception.

Three wall system shall be allowed to be wood stud assemblies for attached single family residences not exceeding 3 stories.

Option 3 - Provide a minimum two (2) hour fire rated autoclaved aerated concrete wall assembly. A current ICC Evaluation Report shall be submitted along with the permit drawings.

If any of the above three options to masonry wall assemblies are used, the following requirements apply:

The automatic sprinkler system shall be designed and installed in accordance with Section 903.3.1.1 of the **2021** ICC International Building Code and Section 9.7.1 of the 2003 edition of NFPA 101. Sections 8.15.1.2, 8.15.8.1.1 & 8.15.8.2 of the 2013 edition of NFPA 13 shall not apply.

Special inspections shall be provided in accordance with Chapter 17 of the 2012 ICC International Building Code and as required by any ICC Evaluation Report. A copy of each special inspection report shall be submitted to the Building Department.

1. Fire walls and party walls shall comply with Section 706 of the **2021** ICC International Building Code. Fire walls and party walls shall have sufficient structural stability under fire conditions to allow collapse of construction on either side of the wall without collapse of the wall.
2. Fire partitions shall comply with Section 708 of the ~~2012~~ **2021** ICC International Building Code.
3. Fire walls, party walls, tenant demising walls, fire barriers and fire partitions shall be constructed of approved, noncombustible materials.

4. All other uses not indicated above shall be provided with a one (1) hour minimum fire barrier extending full height-from floor to underside of roof or floor structure above

## SECTION 711 – FLOOR & ROOF ASSEMBLIES

1. Provide a minimum two (2) hour fire rated floor/ceiling assembly between dwelling/sleeping units for Group R-2 occupancies, between dwelling/sleeping units and other uses or between dwelling/sleeping units and adjacent public or service areas. Each floor/ceiling assembly shall have a UL Design Number listed in the most recent UL Fire Resistance Directory. A detail of each fire rated floor/ceiling assembly shall be provided on the permit drawings; the UL Design Number must be indicated on the detail.
2. Sound transmission through vertical or horizontal separations between dwelling/sleeping units, between dwelling/sleeping units and other uses or between dwelling/sleeping units and adjacent public or service areas shall comply with Section 1207 of the ~~2012~~ 2021 ICC International Building Code. The Sound Transmission Class (STC) shall be not less than 50 for air-borne noise when tested in accordance with ASTM E 90. The Impact Insulation Class (IIC) shall be not less than 50 when tested in accordance with ASTM E 492. All openings (e.g., electrical outlets) shall be boxed or enclosed, with sound deadening approved material so that the completed assembly will not transmit more sound than transmitted by a STC/IIC rating of 50.
3. Each fire rated wall shall be effectively and permanently identified with signs or stenciling. Such identification shall:
  - a. Be located in accessible concealed floor, floor/ceiling or attic spaces;
  - b. Be repeated at intervals not exceeding 30 feet measured horizontally along the wall; and
  - c. Include lettering not less than 1/2 inch in height, incorporating the suggested wording: "FIRE RATED ASSEMBLY - PROTECT ALL OPENINGS" or other approved wording.
4. When allowed, all through penetrations of floor/ceiling assemblies shall comply with Section 712 of the ~~2012~~ 2021 ICC International Building Code and Section 8.3.5 of the 2003 edition of NFPA 101.
5. All other uses not indicated above in multi-story buildings to have a one (1) hour fire resistance rated tenant floor separation assembly unless regulated by table 601 "Fire resistance rating requirements for building elements (hours)"

## **SECTION 713 – SHAFT ENCLOSURES**

### **713.4 Fire resistance ratings**

A. Shaft enclosures for Stairs, Elevators and HVAC plenums shall be constructed as listed below.

1. Shafts in two story building or less including basements shall be one hour rated masonry assembly enclosures. Current U.L. listed assembly required on construction documents.

2. Shafts connecting three stories or more shall be two hour masonry enclosures including basements. Current U.L. listed assembly required on construction documents.

#### **Exception:**

Shafts in fully sprinkled NFPA 13 systems in conformance to IBC section 903.1.1.1 shall be allowed as non-combustible steel stud enclosures fully fire stopped at floor levels and extend as fire barriers. Current U.L. listed assembly required on construction documents.

## **SECTION 1803– GEOTECHNICAL INVESTIGATIONS:**

### **A. Bearing Value of Soils**

1. Where required by either the Building Official or Inspector, all applications for permits for the construction of new buildings, or structures, shall be accompanied by a statement describing the soil in the ultimate bearing strata, including sufficient records and data to establish its character, nature, and load-bearing capacity. Such records shall be certified by a qualified soils mechanics engineer, who is a professional or structural engineer and is licensed by the State of Illinois as such.
2. In the absence of satisfactory data, the owner shall make borings, test pits, or other soil investigations at such locations, and to sufficient depths, of the bearing materials to the satisfaction of the Building Official.
3. All testing shall be done under the supervision of a registered structural or professional engineer. Copies of all logs, diagrams, records of sample analysis, and engineering recommendations shall be submitted to the Building Department.
4. Mud, organic silt, or unprepared fill shall be assumed to have no presumptive bearing capacity unless approved by test.

### **B. Design of Footings, Piles, Caissons, Grade Beams, and Other Supports**

1. These shall be designed to support all tributary dead and live loads to be imposed, on the specific bearing available.
2. All special designs, requiring reinforcement of spread footings, piles, caissons, grade beams or other unusual treatment shall be submitted to the building department with all drawings, calculations, and data for approval, prior to the start of construction.

3. Refer to Section Chapter II, Section 200. G. "Crawl Spaces".

## **~~SECTION 1804—EXCAVATION, GRADING & FILL~~**

### **SECTION 1804.4.1. SITE GRADING:**

1. The finished grade, or elevation heights, shall be determined by the Village Engineer, in accordance with established grade plans. When required by the Building Official, the finished grade at building and at each corner of the property shall be indicated on drawings submitted with application for permit. Courses, or means of disposal, of all storm water shall also be indicated on above drawings.
2. All grade stakes and grade elevations shall be established by a registered surveyor or professional engineer.
3. Upon completion of finish grading the Village Engineer shall field check the grades, and certify the propriety of same to the building department. No Certificate of Occupancy will be issued by the Building Department unless such certification is received, unless a delay is granted (not to exceed six months) by the Building Official, because of weather conditions. A minimum refundable deposit of \$500 must be provided when a weather delay is granted.
4. The permit applicant shall pay all costs for engineering for setting and checking of grades.
5. Certificate of Occupancy shall indicate owner's responsibility for installation, and maintenance of finish grades and landscaping in accordance with subdivision regulations.
6. Grading or Drainage or both, shall be performed so that water will drain away from the building on all sides and off the lot in a manner which will provide reasonable freedom from erosion and pocketed surface water. Construction such as walks, driveways and retaining walls shall be installed so that they will not interfere with drainage. All sidewalks, driveways, patios and other flat work shall have the top of the finished surface so that it will not create a drainage problem.
7. After rough grading to a level not less than four (4) inches minimum below anticipated finish grade, the builder, or developer, shall bring the levels of the property (excluding areas covered by building, garage, walks, patios or driveways) up to the established finish grade levels with black earth and/or topsoil. Such soil shall be not less than four inches deep, and shall be suitable for planting lawns by seed or sod.

### **SECTION 1804.4.2 - SEEDING**

The following standards are basic requirements for all developed lots:

1. The property owner of each and every developed lot or parcel shall sod or seed all areas of the property (including all adjacent public right-of-ways) not improved by buildings, structures, parking or access-ways.
2. All fronts yards and side yards of lots developed shall be sodded and rear yards shall be seeded or hydroseeded within 150 days of issuance of a conditional occupancy when said occupancy certificate is issued December 1<sup>st</sup> or later of the calendar year. When Conditional Certificate of Occupancy is issued between May 1<sup>st</sup> up to December 1<sup>st</sup>, fronts and side yards shall be sodded and the rear yard seeded within 60 days of Conditional Certificate of Occupancy issuance.

#### **SECTION 1804.4.3 - BACKFILLING**

1. Material used shall be clean and free from material subject to decay, wood scraps, large boulders, large pieces of concrete or stone, frozen clumps, or other deleterious substances.
2. No backfill shall be placed against concrete foundation walls before waterproofing has been applied.
3. Backfill shall be placed carefully against walls and shall be well compacted. When backfilling before the first-floor construction is in place, care shall be exercised in operation of heavy equipment near wall. Brace wall if necessary.
4. Protect all sewers, water lines and other underground work when placing backfill, or when grading.

#### **SECTION 1807.1– FOUNDATION WALLS:**

1. Extend bottom of footing to undisturbed, inorganic earth or place footings on a laboratory controlled engineered fill as recommended and certified by an approved independent testing laboratory to the Building Official.
2. Bottom of footing. Not less than 3'6" below finished grade, except where placed on solid rock.
3. Footing shall be protected against freezing. No concrete shall be placed on frozen ground.

#### **~~SECTION 1807.1.1. – CRAWL SPACES~~**

~~1. Ground level at least 24 inches below bottom of floor joists and girders. The ground under the dwelling shall be approximately level.~~

~~2. Remove all debris, sod, tree stumps and other organic matter within area occupied by dwelling.~~

~~3. Refer to Section Chapter II, Section 200. G. "Crawl Spaces".~~

## **SECTION 1901 - CONCRETE WORK:**

### **A. General:**

#### **1. Materials**

a. Cement: for concrete shall comply with approved standards (ACI 318).

b. Aggregates: shall be sized and graded in accordance with approved standards.

1. Sand: clean, sharp and hard, free from deleterious materials, grade according to intended use.

2. Coarse aggregate (crushed stone or gravel):  
Hard, strong, crystalline rock, clean and free from shale or other soft materials.

3 Lightweight aggregate for structural concrete.

c. Water shall be clean and potable.

d. Reinforcing steel shall conform to approved standards (ACI 318).

2. Water content, including moisture in the aggregate, shall not exceed 7 gallons of water per bag of cement (except as noted).

3. Maximum slump: six-inches (except as noted).

4. Calcium chloride may be used as an accelerator, but shall not exceed 2 lbs. per bag of cement, and shall be introduced in solution as part of the mixing water.

5. All concrete shall be air-entrained,  $6\% \pm 1\%$ . Air entraining admixtures shall conform to approved standards.

6. Exterior flatwork is not permitted between December 1<sup>st</sup> and March 31<sup>st</sup>, unless placed in accordance with ACI 306 and ACI 318. Exterior flatwork is not

permitted in hot weather unless placed in accordance with ACI 305. Details must be submitted to the Building Department.

## **SECTION 1904.1.1 – DURABILITY REQUIREMENTS:**

### **A. Concrete mixes**

1. Job Mix shall comply with the International Building Code ~~2012~~ **2021** and ACI 318.
2. Commercial Ready-Mix.
  - a. Minimum Portland cement content: 6 bags/cubic yard and a minimum specified compressive strength of concrete 3,000 psi.
  - b. Mixing period shall not extend beyond 1 ½ hours per batch.
3. Exposed Concrete (driveways, sidewalks, curbs and gutters, patios, stoops, etc.)
  - a. Minimum Portland cement content: 6 bags/cubic yard, for 3/4 inch to 1-inch maximum size aggregate and a minimum specified compressive strength of concrete, 3,500 psi.
  - b. Maximum slump must be in accordance with ACI 318.
  - c. Maximum water content, including moisture in the aggregate: 6 gallons per bag of cement.
4. Temperature: Concrete shall not be placed when temperature is below plus 40 degrees F., or when temperature forecast indicates a drop to plus 20 degrees F. during 24-hour period following placement, unless ACI 318 and ACI 306 is strictly followed.

### **B. Forms:**

1. Double forms required for all basement concrete foundation walls.
2. Side forms required for footings.
3. Build tight, straight, plumb, and brace rigidly.

### **C. Placing:**

1. Place continuously unless otherwise allowed by Building Official.

2. All walls shall be poured to full height, no horizontal joints permitted. When necessary, provide vertical joints. All vertical joints shall be keyed and caulked from outside.

3. Spade and rod thoroughly.

**D.** Curing and Protection: See ACI 318

**E.** Loading:

Allow sufficient time for strength of concrete to develop before subjecting to loads or traffic.

**G.** Footing Drain Tile:

1. Required outside or inside of basement and crawl space footings. Minimum diameter is 4 inches.
2. Cover tile with 8 inches gravel, or crushed stone, (95 percent) passing 3/4-inch mesh, less than 5 percent passing 3/8-inch mesh.
3. Connect drain tile to water-tight sump pit (cast iron, fiberglass, or approved plastic). The sump pump shall discharge through piping approved by the Village into the rear yard. Such sump pumps shall not be allowed to discharge into either the front or side yards (minimum ten feet from any lot line) or otherwise in front of the building, but need not be connected directly to a storm sewer.

**H.** Concrete Foundation Walls Cast in Place.

1. General
  - a. Materials. See Section 1901A.1.
  - b. Walls supporting frame construction: Extend concrete not less than 4 inches above adjoining outside finish grade.
  - c. Walls supporting masonry veneered wood frame:  
Extend foundation so that wood portion of wall is not less than (four) 4 inches above outside finished grade.
2. Minimum foundation thickness
  - a. Not less than that of wall supported.
  - b. Supporting porch slabs, steps and one-story wood frame structures without basement, minimum eight (8) inches.

- c. Masonry veneered walls, minimum nine ~~(9)~~ (10) inches.
  - d. Eight inches thick solid masonry walls minimum ten (10) inches.
  - e. Slabs on ground used to support interior bearing walls or partitions: Thicken slab to at least ten (10) inches for a width of twenty (20) inches. Thickened slab shall be centered about the load bearing partition supported.
- 3. Girder pockets. Provide four (4) inch end bearing on main wall for girder. Form pocket for wood girder one (1) inch wider than girder.
  - 4. Sill anchor bolts to be installed.
    - a. Diameter, ½-inch minimum, bent or hooked.
    - b. Minimum length, ten (10) inches.
    - c. Provide washer under nuts on bolts.
  - 5. Anchorage for intersecting walls and slabs. Provide dowel bar anchorage for porch and terrace slabs, concrete or masonry steps and area walls, which adjoin foundation walls. For basement-less portions and attached garages embed four ½-inch round hooked bars four (4) feet long in main wall, two near top and two near bottoms of attached wall.
  - 6. Chimney foundations: Start at level of lowest adjacent foundation wall footings. Exception: Projects that are designed by a Licensed Structural Engineer.
  - 7. Damp proofing and waterproofing. See Section R406 of the International Residential Code ~~2012~~ 2021

### **Section 1907.1.1 – MINIMUM SLAB PROVISIONS**

No floor slab to be placed in water or on a soft wet sub-grade.

- 1. Construction:
  - a. Fill under slabs: Gravel, sand, screenings, or crushed rock, minimum thickness 4 inches. Earth under fill should be thoroughly leveled and free from vegetative matter, thoroughly tamped.
  - b. Reinforcing: When required, minimum weight 40 lbs. per 100 square feet. Wire mesh, fiber mesh or rebar are acceptable materials.

- c. Bottom of slab: Not lower than top of footing. Provide at least four (4) inches bearing on footing.
- 2. Cement floor finish:
  - a. Finish basement slab with steel trowel.
  - b. Integral finish on concrete slab.
- 3. Slabs on ground used as a base for floors or as a finish floor in habitable rooms.
  - a. Minimum thickness, four (4) inches
  - b. Provide membrane waterproofing directly under slab, at least 6—mil polyethylene film, lapped 124 inches and also sealed and taped.
  - c. Perimeter insulation shall comply with the International Energy Conservation Code ~~2012~~ 2018
- 4. Basement floor slabs: Minimum thickness, four (4) inches.
- 5. Garage floor slabs: See Section 308.

K. Exterior Concrete Flat Work

- 1. Public sidewalks, curbs, gutters and driveways (aprons), on Public Property, shall comply with Ordinances regulating Public Improvements within the Village of Tinley Park.
- 2. Private walks, patios and porch slabs.
  - a. All vegetative matter and black dirt shall be removed.
  - b. Install 4" thick base of compacted gravel, crushed stone, sand or limestone or limestone screenings fill.
  - c. Wire mesh, fiber-mesh or rebar reinforcing required in driveway and garage floors.
  - d. Concrete shall be 6 bag mix, and a minimum of 3,500 psi air entrained cement. Four (4) inches is the minimum thickness for private walks, patios and porch slabs.
  - e. Pre-formed expansion strips shall be installed at all joints between slabs and vertical surfaces, i.e.: walls, piers, concrete steps. Also install

expansion strip in each 50 lineal feet of walk or drive and at intersections with other walks and slabs.

- f. Finishing: Walks and steps shall be lightly troweled or broom finished. Score at 5'-0" maximum intervals and provide finished edges.
- g. Sealant: All sidewalks, patios, curbs, gutters and driveways shall be cured with a liquid curing compound sprayed or not later than 24 hours after pouring of concrete unless sealant is premixed into the product.
- h. Driveways: All driveways and driveway aprons are required to be five (5) inches in thickness, and meet all requirements of the subdivision regulations.
- i. Public Sidewalks: All public sidewalks are to be five (5) inches in thickness, except for the sidewalks used as the driveway area, must be seven (7) inches in thickness.
- j. Existing Driveways and Sidewalks: All existing driveways, sidewalks and concrete replacements must meet the current codes when being replaced.
- k. Exterior concrete flat work tickets must be submitted to the Building Department upon completion of the work and prior to approval.

L. Repair of Cracks in Foundation Walls:

- 1. Any crack in a foundation wall which permits passage of water into building shall be cut out, on inside of wall, not less than one inch wide and one inch deep. Clean out all loose material and fill cuts flush with epoxy cement grout, or approved equal.
- 2. Concrete stabilization/underpinning – A building permit is required.

**SECTION 1907.1.2. – DRIVEWAYS, APRONS & PARKING AREAS:**

A. General

- 1. Location of driveways

Driveways shall be located a minimum of one (1) foot from a common private property line.

- 2. Drainage of driveway

Driveways shall not be sloped or pitched so as to cause surface water to drain onto neighboring property.

3. Aprons or approaches:

All driveway construction on or over public property, i.e. parkways, between curb or edge of street and the property line, shall be paved with concrete or asphalt unless approved otherwise.

4. Driveways shall have a minimum width of ten feet, unless otherwise approved by the Building Official. Driveway can be no greater than thirty (30) foot in the apron at its intersection with the Village Right of Way.

5. Inspections are required upon completion of the stone base material.

B. Concrete

The concrete work materials, "construction, expansion joints, and sealing" shall comply with Section 303 K. "Exterior Concrete Flat Work".

C. Asphalt Driveways

1. All materials, size of aggregates, compaction, and installation of same shall comply with the current edition of "Standard Specifications for Road and Bridge Construction" issued by the Illinois Department of Transportation (IDOT).

2. All black dirt, organic matter and loose fill shall be removed.

3. A six-inch (6") base of compacted crushed stone shall be installed.

4. Over stone base install not less than a three inch (3") top course of compacted hot-mix asphalt material.

5. Roll with heavy machine roller to a smooth, dense surface.

D. Parking Lots, including Multi-Family Parking Lots

1. All parking areas which are required to be provided by the Village ordinances shall be paved with concrete or asphalt paving.

2. All materials, size of aggregates, compaction, and installation of same shall comply with the current edition of "Standard Specifications for Road and Bridge Construction" issued by the Illinois Department of Transportation (IDOT) or in accordance with the Engineer of Record's requirements.

3. All parking areas shall be pitched so as to drain all surface water. Install catch basins with heavy duty cast iron gratings and frames and connect same with clay

tile or cement pipes to storm drainage system or to ditches if no storm drainage system is available.

4. Parking spaces shall comply with the Village Zoning Ordinance and the current edition of the Illinois Accessibility Code, any parking lot being repaved, seal coated or re-stripped shall comply with the current edition of the Illinois Accessibility Code.
5. When application for permit is made, drawings shall be submitted showing all areas to be paved, grade elevations, drains, catch basins, inverts of drain lines and all information required to determine run-off of storm water. All drain lines and basins (and detention when applicable) shall comply with the requirements of the Metropolitan Water Reclamation District of Greater Chicago.
6. Drainage of parking lots shall not spill onto adjacent property.

#### **SECTION 2101.1 - MASONRY**

A. Fireplaces: - See Chapter 21 of the International Building Codes ~~2012~~ 2021. Specifically, Section 2111.1 – 2111.14.6

#### **SECTION 2104.1.2. – BRICK VENEER TIES**

Loose corrugated galvanized ties shall be prohibited on brick veneer construction for both brick / block exteriors walls and wood or steel stud back up applications except on detached single-family, attached single family and duplex residential buildings as regulated by the 2021 I.R.C

#### **SECTION 3001.1 – ELEVATORS:**

A. Elevators in Multi-Story Housing Units:

All Multi-Story Housing Units with three (3) stories or more, constructed after September 5, 2001, shall be required to have at least one accessible elevator which provides access to each floor, story, and /or level where a dwelling unit is located and to all common areas where residents and/or members of the public are free to go.

#### **SECTION 3108 - TELECOMMUNICATION AND BROADCASTING TOWERS**

A. Towers shall be constructed of corrosion resistant non-combustible material. See Tinley Park Zoning Ordinance for additional requirements

## **CHAPTER IV - PLUMBING, SEWERS, WATER DISTRIBUTION AND RADON**

## **SECTION 400 – GENERAL REQUIREMENTS**

### **A. General**

The current provisions of the most recent edition of the Illinois Plumbing Code (current edition 2014) have been adopted by the Village of Tinley Park and apply to all installations as though fully written and set forth herein, except as specifically noted otherwise in this code.

### **B. Other Regulations**

1. No provisions of this code are intended or shall be construed to negate or overrule the applicable regulations of the Metropolitan Water Reclamation District of Greater Chicago.

### **C. Internal Flood Control**

1. It shall be unlawful to construct any basement for any structure of any kind within the Village of Tinley Park unless there is provided internal flood control and protection in the nature of that commonly known as overhead sewers, together with such ejector pump or other device as may be necessary to make such overhead sewers operational. No permit shall be issued for the construction of any building containing a basement unless the plans provide for the protection as set forth in this paragraph.
2. Ejector basins shall have gas-tight covers and shall be vented to outside.

### **D. Excavations**

It shall be unlawful to make any opening, excavation in, or tunnel any public street, alley, sidewalk, parkway, or other public place in the Village, without having first secured a permit therefore. Applications for such permits shall be made to the Village Clerk, and shall specify the intended location and purpose of the excavation. The Village Clerk shall immediately notify the Director of Public Works of the application for said permit.

In each case the applicant shall agree to pay all of the cost of restoring such street, alley, sidewalk, parkway or other public place and the surface thereof to the condition that existed before the opening excavation or tunnel was made. No such permit shall be issued until the applicant has deposited with the Director of Public Works the sum of Five Thousand Dollars (\$5,000.00) for each such opening, excavation or tunnel for residential roads or streets (Ten Thousand Dollars (\$10,000.00) for major Village roads or streets, which such deposit shall be deposited by the applicant used by the Village for the purpose of paying the cost of restoring such street, alley, sidewalk, parkway or other public place and the surface thereof to the condition that existed before the opening, excavation or tunnel, was made, provided that the applicant shall, in each case, do all necessary backfilling or cause the same to be done. All backfilling shall be done with

care and caution and only bank or lake sand shall be used as such backfill. After the backfilling has been properly done, any materials excavated, or not used, shall be removed from the location of said excavation to such streets, alley, sidewalk, parkway or other public place, the Village may use its own employees and equipment and make reasonable charges therefore, or it may engage the services of other persons and equipment and charge the cost thereof to the applicant. Any balance of said deposit remaining after the deduction of such charges of costs shall be returned to the applicant. In case said applicant shall restore said street to its original condition said applicant shall be entitled to the return of the deposit after one year from the date of application or restoration, whichever is later; otherwise said deposit may be used as specified herein.

No such permit shall be issued unless the applicant has on file with the Village and in full force and effect, a bond in the amount of Twenty Thousand Dollars (\$20,000.00) with surety to be approved by the Village, conditioned to indemnify the Village against any and all loss or liability resulting from the making of such opening, excavations, or tunnel.

## **SECTION 401 – CODE MODIFICATIONS & ADDITIONS**

- A. Footing Drains required in all structures having a basement and/or crawl space. See Section 304. H of this code.

Footing drains shall be connected to sump pumps, and discharge may be tied into storm sewers, if approval is obtained from the Director of Public Works or drainage ditches. No footing drains, or drainage tile, shall be connected to any sanitary sewer. Plastic pipe materials are permitted.

Sump pump basins shall have gas tight covers per Radon Act 099-0953.

- B. Downspouts and Window Well Drains

1. All downspouts or roof drains shall discharge on to the ground or may be tied into storm sewers (if approval is obtained from the Director of Public Works) or drainage ditches. No downspouts or roof drains shall be connected to a sanitary sewer. Downspouts or roof drains which discharge on to the ground shall be arranged so as to be at least five (5) feet from any property line and shall not discharge onto adjoining property.

2. Window vertical well drains shall be minimum Schedule 40 PVC.

- C. Floor Drains

Floor drains in basements shall be connected to ejector pumps and shall discharge to the sanitary sewer.

- D. Areaway Drains

Drains are required in all window wells and in all exposed exterior stairwells. They shall be connected to the sump pump and shall be discharged to a storm sewer or drainage ditch.

E. Sump Pumps and Ejector Pumps

Sump pumps installed to receive and discharge ground waters, or other storm waters, shall be connected to the storm sewer or discharged into the rear yard at least ten (10) feet from all property lines. Ejector pumps installed to receive and discharge floor drain flow, or other sanitary sewage shall be connected to the sanitary sewer. A pump shall be used for one function only, either the discharge of storm water or the discharge of sanitary sewage.

F. Any connection made between a building's drainage and sewer systems shall be a no-shear type fitting or manufacturer's fittings-

G. Water Meters

1. Meters shall be purchased from the Village of Tinley Park Public Works Department and installation shall be inspected by same.
2. Meters shall be installed by a licensed Plumbing Contractor. Installations shall comply with Public Works Department regulations.
3. In all buildings, a conduit must be provided through the exterior wall for the positioning and installation of outside water meters.

H. Water Service and Distribution

1. No water service to a building shall be provided by less than a one (1) inch diameter pipe.
2. Minimum size of curb valve (B-box) shall be 1-1/2 inches.

J. Equipment

1. Hose bibbs and vacuum breakers. All hose bibbs must have a vacuum breaker. Hose bibbs in or protruding from residences may have the vacuum breaker attached to the hose bibb or the vacuum breaker may be located on the house side of the water meter, between the meter and a shut off valve

K. Radon Control

A Radon Control System shall be provided in accordance with the State of Illinois Public Act 097-0953 for new residential structures having four or less dwelling units, with a basement.

1. Radon Control Systems shall also comply with Appendix F of the 2012 edition of the ICC International Residential Code.
2. Passive Radon Control Systems shall be installed by a licensed Plumbing contractor.

L. Registration and Bond

All contractors performing plumbing work within the boundaries of the Village of Tinley Park must have a valid Plumbing 055 State of Illinois license. Prior to the issuance of a building permit, the contractor shall register with the Building Department and provide a current copy of their license.

All contractors laying sewer tile or performing sewer work shall be licensed by the Village of Tinley Park to perform such work.

All sewer contractors performing sewer work shall obtain a permit and file, with the Building Department, a surety bond in the amount of \$20,000.00, secured by a surety company which is acceptable to the Village of Tinley Park, Illinois. Bond shall be payable to the Village and in effect guarantee that the contractor will comply with all the requirements of applicable Village ordinances and codes.

Lawn sprinkler contractors are required to submit a current copy of their 060 State of Illinois Public Health Registration to the Building Department. Along with the permit application, Contractor shall submit a current copy of each worker's State of Illinois 061 license.

M. Inspections

No underground work, or work under a slab on fill, shall be covered, or concealed, until work has been inspected and approved by the Village Plumbing Inspector.

All sewer taps and/or water taps shall be approved by the Village of Tinley Park Public Works Inspector before being covered. Taps shall only be performed by a State of Illinois licensed Plumber.

No piping of any type shall be concealed in walls, partitions, ceilings or furred spaces until piping has been inspected and approved by Plumbing Inspector.

Plumbing inspector shall make final inspection after fixtures are set and trim is installed and no Certificate for Occupancy will be issued without Plumbing Inspector's final approval.

Contractor shall arrange for all inspections required by the Metropolitan Water Reclamation District of Greater Chicago and shall submit Certification of Approval by MWRD to the Building Department before a Certificate of Occupancy will be issued.

N. Open Basements

Where window or drain openings are provided below grade, they shall be protected with approved gratings.

**SECTION 402 - DEFINITIONS**

Grease trap sludge: shall mean the solid, lighter than water fraction of wastewaters from the handling, processing, preparation, cooking or consumption of food that are discharged to a pre-treatment unit or device commonly referred to as a grease trap. The principle components of grease trap sludge are fats, oils and greases.

**SECTION 403 - GREASE INTERCEPTORS**

All interceptors shall be installed underground.

All interceptors shall be installed in an accessible location to permit the convenient removal of the lid and internal contents. All restaurants and food service establishments shall have a grease interceptor, with size to be determined by State of Illinois Plumbing Code.

The only exception to this would be a coffee shop that serves only coffee and pre-packaged foods and does not cook or prepare any food on site. If the establishment serves anything other than coffee and pre-packaged foods (not made on the site), i.e., soup, sandwiches, etc., they shall be required to have a grease interceptor.

**SECTION 404 - GREASE TRAP DISPOSAL**

Any contractor performing grease trap cleaning and disposal shall be required to hold a current State of Illinois Department of Agriculture Bureau of Animal Health and Welfare Class B License and provide a copy to the Village of Tinley Park. The contractor must empty each grease trap and dispose of the sludge in an environmentally safe manner. This shall be done on a monthly basis unless the Village of Tinley Park, upon receipt of proof from the owner or operator or on the basis of its own inspection of the grease trap, determines that a less or more frequent maintenance schedule is required to achieve the purpose of this amendment and to prevent the discharge of fats, oils, and grease to the Village of Tinley Park's sewer system. The establishment must maintain a manifest of the cleaning and emptying of the grease trap. This manifest shall be kept on site and made available to Village officials upon request.

## **CHAPTER V - ELECTRICAL WORK**

**ARTICLE 90.1.1 PURPOSE**

A. Scope: This chapter governs the electrical components, equipment and systems used in buildings and structures covered by this code. Electrical components, equipment and

systems shall be designed and constructed in accordance with the provisions of the ~~2011~~ **2017** National Electrical Code (NFPA70) as amended which applies to all electrical installations as though fully written and set forth herein, except as specifically noted otherwise in this code.

B. Registration of Contractors

Any contractor engaged in the performance of electrical work within the Village of Tinley shall be currently registered with the Village of Tinley Park in accordance with the Building Code of Village of Tinley Park. Prior to the issuance of any electrical permit, the contractor shall file with the Building Department a copy of their current license, including the company, name, registration number, and current dates of validation.

C. Bond

All contractors performing electrical work within the Village of Tinley Park shall file with the Building Department a surety bond in amount of \$20,000.00 secured by a surety company which is acceptable to the Village of Tinley Park, Illinois. Bond shall be payable to the Village and, in effect, guarantee that the contractor will comply with all requirements of applicable Village ordinances and codes. The Bond shall indicate the same company name that is on the license.

D. Permits

1. Permits are required for all electrical work including low voltage systems such as communications cable, alarm, security, telephone and other similar type systems.
2. Permits for electrical work will be issued only to duly licensed and bonded electrical contractors. Electrical permit applications must be signed by the electrical contractor, when work is to be done by contract.
3. Qualified homeowners who can demonstrate their qualifications to properly perform such work, to the satisfaction of the electrical inspector may obtain permits to do electrical work on their own place of residence (excluding multi-family units) but they must follow all provisions of the electrical code. Such work will be subject to the inspection and approval of the Chief Electrical Inspector. When work is to be done by a homeowner, the application shall be signed by the homeowner. The homeowner must reside within the home for a minimum of six months.
4. In all cases duly licensed and bonded Electrical Contractors shall install electrical services.
5. All work performed on commercial property must be done by a licensed and bonded electrical contractor.

- E. The Electrical Inspector or the Village Board of Tinley Park shall administer the Electrical Regulations of this Code.

- F. Non-Liability for Damages

The electrical regulations of this Code shall not be construed to relieve from or lessen the responsibility of any person owning, operating, selling, offering for sale or installing any electrical wires, appliances, apparatus, construction, or equipment, for damages to anyone injured by any defect therein by reason of the inspection authorized herein or the certificate of inspection issued by the Building Department or Electrical Inspector, nor shall the Village of Tinley Park be held liable for any damages resulting from the enforcement of the electrical regulations of this code.

- G. Special Permission to Waive Requirements

The electrical regulations of this Code may be modified or waived by special permission in particular cases where such modification or waiver is specifically permitted or in particular cases where advancement in the technology of electricity makes such modification or waiver advisable in the best interest of the Village of Tinley Park. Such "Special Permission" shall in all cases be obtained from the Electrical Inspector in writing prior to the commencement of the work.

- H. Breaking Seals

The Electrical Inspector or his designee, are hereby empowered to attach to electrical cabinets and equipment any official notice or seal to prevent use of electricity, and it shall be unlawful for any other person to put or attach such seal, or to break, change, destroy, tear, mutilate, cover, or otherwise deface or injure any such official notice or seal posed by an inspector or the section of Electrical Inspection.

- I. Use of Permit Issued to Another

It shall be unlawful for any person to install, alter, or repair any electrical wires or apparatus by authority of a permit issued to and for the use of some other person.

- J. Permit for Person Not Entitled to One

It shall be unlawful for any registered electrical contractor to secure or furnish a permit for the installation, alteration and repair of electrical wires and apparatus to any person not entitled to such permit under the electrical regulations of this Electrical Code.

- K. Purpose and Scope

The purpose of this Code is the practical safeguarding of persons and of buildings and their contents, from electrical hazards arising from the use of electricity for light, heat,

power, audio or visual communications of signal transmission of convenience. It covers the electrical conductors and equipment installed within or on public and private buildings and other premises, including yards, carnival and parking lots, and private industrial substations; also, the conductors that supply street lighting, together with the associated equipment necessary to its safe operation.

By specific State of Illinois and Federal Government exemptions it does not cover installations in mines, ships, railway cars, automotive equipment, or the installations or equipment employed by a railway, railroad, electric or communication utility in the exercise of its function as a utility, and located outdoors or in buildings used exclusively for that purpose.

The provisions of this Code constitute a minimum standard. Compliance therewith and proper maintenance will result in an installation reasonably free from hazard but not necessarily efficient or convenient. This Code is to be regarded neither as a design, specification nor an instruction manual for untrained persons. Good service and satisfactory results will often require larger sizes of wire, more branch circuits, and better types of equipment than the minimum which is here specified.

**Disturbance of Existing Wires:** It shall be unlawful for any person in anyway to cut, disturb, alter or change any electrical wiring or to permit electrical wiring to be cut, disturbed, altered or changed unless done in conformity with the electrical regulations of this Code.

It shall be unlawful for any person in any way to cut, alter, disturb or change any electrical, appliance, device or equipment or to permit any electrical, appliances, devices of equipment to be cut, altered, disturbed or changed in any manner to render it unsafe or not in accordance with its approved use.

L. Enforcement and Interpretation.

This Code is an integral part of the Municipal ordinances and as such its provisions are mandatory and are enforceable by the electrical inspection department in exercising its legal jurisdiction over electrical installation.

The Electrical Inspector, supervising such enforcement of the Code, has the responsibility for making interpretations of the rules, for deciding upon the approval of equipment and materials, and for granting special permission contemplated in a number of rules.

M. Deleted Articles:

The following articles of the 2017 NEC are hereby deleted in their entirety and are not permitted:

Article 320 – Armored Cable

Article 322 – Type FC Flat Cable assemblies.

Article 324 – Type FCC Flat Conductor Table

Article 326 – Type IGS Cable

Article 328 – Type MV cable  
Article 330 – Metal clad cable: Type MC when extended a length greater than 20 feet.  
Article 332 – Mineral-insulated, metal sheathed cable  
Article 334 – Non-Metallic Sheathed Cable  
Article 338 – Service Entrance Cable  
Article 340 - Type UF Cable  
Article 356 – Liquid Flexible non-metallic tubing  
Article 362 – Electrical non-metallic tubing  
Article 372 – Cellular Concrete Floor Raceways  
Article 378 – Non-metallic wireways  
Article 382 – Non-metallic extensions  
Article 388 – Surface non-metallic raceways  
Article 394 - Knob and tube wiring  
Article 398 – Open wiring on insulators  
Article 760.135 (I) – Non-concealed fire alarm circuits

## **ARTICLE 110 – REQUIREMENTS FOR ELECTRICAL INSTALLATIONS**

- A. Smoke detectors shall be installed in accordance with State of Illinois requirements, with the addition of:
1. Smoke detectors shall be dual voltage type (120V with battery back-up) and wired in series are required on all levels, and in every bedroom.
  2. A 120V smoke detector shall be installed in the vicinity of all heating units in normally unoccupied areas (attics, crawl spaces, basements, etc.).
  3. Conduits to smoke detectors, heat detectors and carbon monoxide detectors shall be sealed to avoid condensation problems in detector.
  4. Carbon monoxide alarm detectors are required effective January 1, 2007 in all new buildings containing bedrooms and sleeping facilities as required by State of Illinois Carbon Monoxide Detector Act (Public Act 094-0741), based on the following criteria:
    - a. Every dwelling unit must be equipped with at least one operable carbon monoxide alarm within 15 feet of every room used for sleeping purposes.
    - b. The alarm may be combined with smoke detecting devices provided the unit complies with respective standards and the alarm differentiates the hazard.
    - c. A dwelling unit means a room or suite of rooms used for human habitation, and includes single family residences, multiple family residences, and mixed-use buildings.

- d. If a structure contains more than one dwelling unit an alarm must be installed within 15 feet of every sleeping room in each dwelling unit.
  - e. The owner must supply and install all required alarms. A landlord must ensure that the alarms are operable on the date of initiation of a lease. The tenant is responsible for testing, battery replacement and maintaining the alarm after the lease commences.
  - f. A landlord is required to furnish one tenant per dwelling unit with written information regarding alarm testing and maintenance.
  - g. Willful failure to install or maintain in operating condition any alarm is a Class B criminal misdemeanor
- B. A listed detection device shall be installed in laundry rooms. The detector shall be interconnected with the smoke detectors. A list device shall be in addition to any other required devices.
- C. Listed heat detection shall be installed in attached garages. The detector(s) shall be interconnected with the smoke detectors.
- D. If a low voltage fire alarm system is used in non-accessible concealed spaces, wiring shall be piped in conduit point to point only, with free air in ceiling with D rings to support wires.
- E. All single-family dwelling units shall have front and rear electrically operated doorbells. All concealed wiring MUST be in conduit to an accessible area.
- F. Multi-family dwelling units shall have an electrically operated remote door latch switching system.
- G. All garages shall be required to be on their own circuits (attached or unattached).
- H. Bathroom exhaust required to be on timers.
- I. Private or residential garages shall have not less than one (1) ceiling light, one (1) switch and one (1) receptacle. The garage or building shall be on a separate circuit.
  - 1. The electrical feeder or branch circuit to garage shall be underground (in threaded galvanized conduit not less than 6 inches below finished grade). If direct burial cable is used a non-current carrying bonding conductor shall be connected between the supply cabinet and the first junction box in the garage, and shall be not less than 24 inches below finished grade. Conduit and/or cable run underground shall not be covered until inspected and approved by the electrical inspector.

## ARTICLE 210 – BRANCH CIRCUITS

### PART III. REQUIRED OUTLETS

#### A. GFCI Receptacles

1. Double basin bathroom sinks require GFCI receptacles on both ends and within 36 inches of a basin.
2. All bathroom GFCI outlets must be on a 20-amp separate circuit.
3. GFCI type outlets must be used on all countertop height outlets.
4. NEC 210-8A (7) shall be amended to read:

Locations with open water - All general use receptacles installed within 6 feet of plumbing fixtures shall be GFCI protected.

- a. NEC 210.52 (C) (2) “Island countertop spaces” shall be amended to read:

At least one receptacle shall be installed at each end of an island countertop space with a long dimension 6’- 0” or greater and a short dimension of 12” or greater.

## ARTICLE 230- SERVICES

A In dwelling units 2,200 square feet or larger a 200-amp service shall be required. All dwelling units under 2,200 square feet shall have a minimum of a 100-amp service.

B. Service upgrades and/or service changes will require:

1. A minimum of 100-amp service.
2. GFCI protected receptacles shall be required as per NEC ~~2011~~-2021
3. 115V smoke detectors shall be installed as per code.
4. ~~No panel shall be more than 80% full.~~

### ARTICLE 230.70(A)(1) - Service disconnecting means

(A) Readily accessible location: Service entrance conductors within a building shall not exceed five feet (5’) without an exterior over current protection device

### ARTICLE 250.64 – Grounding electrode Conductor Installation

(A) Only copper grounding and bonding conductors shall be permitted.

(B) Securing and protection from physical damage. A grounding electrode conductor or its enclosure shall be securely fastened to the surface on which it is carried. All grounding electrode conductors shall be in an approved raceway. The following raceways shall be approved: rigid metal conduit (RMC), and Intermediate Metal Conduit (IMC)

**ARTICLE 250.87 – Conduit installed underground or under concrete slabs or asphalt surfaces:**

All underground conduit systems, such as rigid heavy wall galvanized steel conduit RMC, intermediate metal conduit (IMC) or PVC shall have insulated grounding conductor installed in each conduit system.

**ARTICLE 410 – LUMINAIRES**

~~A. All attic fixtures shall be installed before rough inspection.~~

A. All closet luminaires shall be wall switch controlled.

- B. All light fixtures shall have at least one light bulb installed for final inspection.
- C. Stairways, halls, passageways, corridors, garages, and rooms accessible by more than one entry or exit shall be lit by a ceiling light or lights controlled by three-way or four-way switch.
- D. Storage space of 5 sq. ft. or more shall be illuminated.
- E. GFCI protection is required on recessed can lights over tubs and showers.

**SECTION 502 – APPROVED EQUIPMENT & INSTALLATION METHODS:**

- A. Only electrical equipment, appliances and devices, which are listed and approved for use by an approved, independent testing agency (e.g., Underwriters Laboratories) shall be installed in the Village of Tinley Park.
- B. All electrical wiring shall be copper. No aluminum or copper clad aluminum wire shall be installed in any electrical installation without written permission from the chief electrical inspector prior to installation. Exception: Service feeders owned and maintained by Commonwealth Edison.
  - 1. All commercial/industrial branch circuit wiring shall be a minimum of #12 AWG.
- C. Where rework or rewiring of any building or structure is 50% or more, then all wiring in the entire building shall be as per code.

- D. It is the expressed intent of this code that NEC Article 320 to and including Article 322, 324, 326, 328, 330, 332, 334, 336, 338, 340 Part 4 through 7, Article 352, (shall only be used outdoors), Article 353 (shall only be used outdoors), Article 354, 355, 356 and 362. Article 368.56 (A) 1,2,3,8,9,10,12 and 16. Article 372, 378, 382, 388, Article 392 Cable Tray shall only be used to support low voltage wiring, Articles 394 & 398 shall not be adopted.

All conductors shall be installed in an approved metal raceway.

- E. Electrical metallic tubing shall not be installed outside, underground, or in concrete that is in contact with earth.
- F. All services shall be rigid metal conduit, intermediate conduit or aluminum rigid.
- G. All multiple electric services to a single address must have a single disconnect.
- H. Rigid non-metallic conduit may be used only underground or in concrete. Note: Schedule 80 is required when installed under any vehicular traffic.
- I. NEC Article 210.5 shall be amended to read as:

All single phase 120 volt or 240-volt circuits shall have phases marked Black (A) Red (B) and White for neutral grounded conductor.

All three Phase 208V or 240V system shall have phases marked black for A Phase, red for B Phase, and blue for C Phase.

All three Phase 277V or 480V system shall have the phases marked brown for A Phase, orange for B Phase, and yellow for C Phase.

- J. NEC 210-8 shall be amended to apply to all structures.
- K. It is the expressed intent of this code that NEC Article 300-4 (A-2) (Exception) not be adopted. All holes shall be drilled.
- L. NEC Article 300-13B shall be amended to read:

In branch circuits the continuity of a conductor shall not be dependent upon device connections, such as lamp holders, receptacles, etc., where removal of the device would not interrupt continuity.

- M. NEC Article 450-21A shall be amended to read:

Dry-type transformers installed indoors shall be installed at a minimum of 7 feet above the finished floor, (or) dry-type transformer installed indoors shall have a physical separation of 2 feet vertically in all directions and 4 feet horizontally.

- N. It is the expressed intent of this code that NEC Articles 604 and 605 be deleted.
- O. All motor of ½ horsepower or larger, or any heating system, sump pumps and or ejector pumps shall be on its own circuit.
- P. Each tenant space shall have direct access to the breakers or fuses that protect all electrical devices in that tenant unit. (Direct access means a common area that has no locks or the tenant can get to the panel or switchboard without going through another tenant space.)
- Q. When a sump pump or ejector pump is installed in an area not illuminated, a light shall be provided.
- R. All fire alarm systems shall have a lock out device on the over-current device. Fire alarm system piping in unconditioned spaces shall be installed to prevent condensation from entering the fire alarm system devices.
- ~~S. In buildings over two floors above grade, a special purpose, non-energized inlet (No. HUBBLE 47CM16 or equal) shall be installed outside the main entrance two feet above finished grade and no more than five feet from the front entrance. This outlet shall be visible from the entrance (no obstruction shall be located in front of this inlet as bushes, decorations and the like). This special purpose inlet shall be wired with a minimum wire size of #12 copper wire to opening(s) with outlet (No. HUBBLE 4710 or equal). Install outlets at each floor level so as to provide at least one such outlet in all stairwells at each floor level and no more than one hundred feet of travel distance from any point at each floor level to at least one such outlet. Device shall be tested prior to final acceptance in the presence of the Electrical Inspector and Fire Marshal. Designer shall contact the Fire Marshal for specific design criteria.~~
- S. If a low voltage fire alarm system is used in non-accessible concealed spaces, wiring shall be piped in conduit point to point only, with free air in ceiling with D rings to support wires.
- T. Wiring
1. All wiring, fittings and electrical materials not in use shall be removed.
  2. All electrical service must have grounding bushings on both meter and main disconnect ends.
  3. No wiring shall be installed in any raceway prior to the installation of wall covering (prior to drywall)
  4. All fusible disconnects shall be fused at the amperage rating of the switch; no fuse reducers are allowed.

5. No tandem circuit breakers are permitted, including duplex, slimline, twin, half-height, half-inch, double and wafer breakers).
  6. All commercial, industrial and warehouse electrical service panels must be “Panel Board” type (Bolt on circuit breakers).
- U. All electrical piping on the inside is required to be in rigid conduit in slab. PVC Schedule 80 can be used on the outside.
- V. Any electrical equipment installed in the public right of way will require a permit and a signed waiver prior to installation.
- W. A conduit shall be installed with pull wire for the outside water meter read out. The conduit shall be installed within 6' of the water meters and run to the area by the gas meter, and flush with the outside finished wall. No pull box(es) or pulling type fittings shall be installed in this conduit system without the approval of the Public Works Department.
- X. Conduits to smoke detectors, heat detectors and carbon monoxide detectors shall be sealed to avoid condensation problems in detector.

#### **ARTICLE 680 – SWIMMING POOLS:**

- A. See electrical requirements from the 2021 ICC International Residential Code and National Electrical Code 2017.
- B. Refer to Section 312

## **CHAPTER VI- HEATING, VENTILATING, AIR CONDITIONING AND FUEL GAS PIPING SYSTEMS**

### **SECTION ~~600~~ (101)– GENERAL REQUIREMENTS:**

#### **A. Scope**

1. Mechanical appliances, equipment and systems shall be constructed, installed and maintained in accordance with the International Mechanical Code as amended and the International Fuel Gas Code as amended. Masonry chimneys, fireplaces and barbecues shall comply with the International Mechanical Code as amended and Chapter of this code.
2. Air Pollution Control:

All equipment and installations of fuel burning appliances shall be made in compliance with the provisions and regulations of the Illinois Pollution Control Board and the requirements of Cook and Will Counties.

3. Liquefied Petroleum Gases:

The installation of all equipment, tanks and systems shall be following the State of Illinois Fire Marshal's regulations and requirements, and the Fire Prevention Code of the Village of Tinley Park, Illinois.

4. Piping:

The use of combustible piping materials shall be permitted when installed in accordance with the limitations of the International Mechanical Code and International Fuel Gas Code.

B. Heating Equipment:

1. Heating equipment fuel gas systems shall be constructed and installed in strict accordance with the International Mechanical Code 2012 (2021) and International Fuel Gas Code ~~2012~~ (2021).

C. State Boiler Certification, Hot Water or Steam Systems:

1. All boilers or water heaters, having an input rating of 200,000 BTU or more, or water heaters with a capacity of more than 120 gallons, shall be inspected and certified by the State of Illinois Boiler and Pressure Vessel Safety Division, in accordance with Boiler Safety Act and Boiler Rules and Regulations of the State of Illinois.

D. Electric Heating

1. All electrical heating and their control and safety systems shall be installed in conformance to the applicable provisions of the National Electrical Code ~~2011~~ (2017) (NFPA 70), as amended.

E. License and Bond

1. All contractors installing heating, ventilating, air conditioning, or fuel gas systems (except low horsepower exhaust fans) are required by Village ordinance to be licensed by the Village of Tinley Park.
2. All contractors installing heating, ventilating, air conditioning, or fuel gas systems, prior to issue of a permit, must furnish to the Village a bond, in the amount of \$20,000.00 secured by a surety company which is acceptable to the Village of Tinley Park. Bond shall be payable to the Village and shall, in effect, guarantee that the contractor will comply with all requirements of applicable Village ordinances and codes.

F. Permits

1. No contractor shall install any heating, ventilating, air conditioning, fuel gas systems replacement of low horsepower exhaust fans without first having secured, from the Building Department, a permit to perform the work.

Exception: Replacement of low horsepower exhaust fans.

G. Inspections

1. When installation of work has been completed, but before pipes, ducts, stacks, vents, etc., are concealed, the contractor shall request that installation be inspected by the Building Department, and no such systems or work shall be enclosed or covered until same is approved by the Building Commissioner.

H. Electrical.

1. The use of electrical wiring methods with combustible insulation, tubing, raceways and related components shall be permitted when installed in accordance with the limitations of the National Electrical Code ~~2011~~ (2021) (NFPA70), as amended.

**SECTION 603 – Duct construction and Installation**

Revise language of the 2021 International Mechanical Code (IMC)

**603.6.1.1 – Flexible air ducts lengths.** Listed and labeled flexible air ducts shall be limited to 14 feet in length.

**603.6.2.1 – Flexible air connectors.** Listed and labeled flexible air connectors shall be limited to 7 feet in length.

**SECTION 802 Vents**

Add section to the 2021 International Mechanical Code

**802.7.1 Support of vents** – Type L vents shall be supported at 48” intervals on horizontal runs and vertical runs. Min. 3 screws per joint spaced equal distance around connector perimeter.

## **CHAPTER VII - FIRE PREVENTION**

### **SECTION 7800 SCOPE AND ADMINISTRATION; TINLEY PARK FIRE PREVENTION BUREAU**

**1. SCOPE**

*In addition to Section F101.2 of the ~~2012~~ 2021 International Fire Code, include the following duties:*

- a. Inspection of permanent and temporary buildings, processes, equipment, systems, and other fire and related life safety situations.
- b. Investigations of fires, explosions, hazardous materials incidents, and other related emergency incidents.
- c. Review of design and construction plans, drawings, and specifications for life safety systems, fire protection systems, access, water supplies, processes and hazardous materials and other fire and life safety issues.
- d. Education of fire brigades, employees, responsible parties, and the general public related to fire and life safety.
- e. Review of existing occupancies and conditions, the design and construction of new buildings, remodeling of existing buildings, and additions to existing buildings.
- f. Conduct the design, alteration, modification, construction, maintenance, and testing of fire protection systems and equipment.
- g. Access requirements for fire department operations.
- h. Investigate hazards from outside fires in vegetation, trash, building debris, and other materials.
- i. Manage the regulation and control of special events including, but not limited to, assemblage of people, exhibits, trade shows, amusement parks, haunted houses, outdoor events, and other similar special temporary and permanent occupancies.
- j. Review interior finishes, decorations, furnishings, and other combustibles that contribute to fire spread, fire load, and smoke production.
- k. Analyze and review storage, use, processing, handling, and on-site transportation of flammable and combustible gases, liquids and solids and hazardous materials.
- l. Monitor the conditions affecting fire fighter safety.

## 2. **APPLICABILITY**

*Delete Section F102.7.1, F102.7.2, of the International Fire Code ~~2012~~ 2021 and substitute therefore:*

- a. When there are conflicting requirements with the adopted codes, the Deputy Chief of Fire Prevention or designee shall have the authority to enforce the most restrictive language.

## 3. **DEPARTMENT OF FIRE PREVENTION**

*Delete Sections F103.1, F103.2, F103.3, of the International Fire Code, ~~2012~~ 2021 and substitute there for:*

- a. The Fire Prevention Code shall be enforced by the Bureau of Fire Prevention in the Village of Tinley Park which is hereby established and which shall be operated under the supervision of the ~~Deputy Chief of Fire Prevention~~ (Fire Marshall)
- b. The ~~Deputy Chief of Fire Prevention~~ (Fire Marshal) in charge of the Bureau of Fire Prevention shall be recommended by the Fire Chief to the Village President who shall annually appoint with the advice and consent of the village trustees.

The appointment of the ~~Deputy Chief of Fire Prevention~~ (Fire Marshall) shall continue during good behavior and satisfactory service, and shall not be removed from office except for cause.

- c. The ~~Deputy Chief of Fire Prevention~~ (Fire Marshall) may utilize such members of the Fire Department as inspectors as shall from time to time be necessary. The Deputy Chief of Fire Prevention shall recommend to the Fire Chief the employment of technical inspectors and office staff, which, when such authorization is made, shall be selected through an examination to determine their fitness for the position, with credit for fire department and/or fire inspection experience. The examination shall be open to members and non-members of the Fire Department, and appointments made after examination shall be for an indefinite term with removal only for cause.
- d. A report of the Bureau of Fire Prevention shall be made annually and transmitted through the Fire Chief to the President and Board of Trustees of the municipality; it shall contain all proceedings under this code, with such statistics as the ~~Deputy Chief of Fire Prevention~~ (Fire Marshall) may wish to include therein; the Deputy Chief of Fire Prevention shall also recommend any amendments to the code which, in his judgment, shall be desirable.

#### 4. **MODIFICATION**

*Delete Section F104.8 of the International Fire Code 2012 and substitute therefore:*

- a. The ~~Deputy Chief of Fire Prevention~~ (Fire Marshall) shall have the power to modify any of the provisions of the Fire Prevention Code, upon application in writing by the owner or lessee, or his duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the code, provided that the spirit of the code shall be observed, public safety secured, and substantial justice done. The particulars of such modifications when granted or allowed and the decision of the ~~Deputy Chief of the Bureau of Fire Prevention~~ Fire Marshall thereon shall be entered upon the records of the department and a signed copy shall be furnished to the applicant.

#### 5. **BOARD OF APPEALS**

*Delete Section F108 of the International Fire Code 2012 and substitute therefore:*

- a. Whenever the ~~Deputy Chief of Fire Prevention~~ Fire Marshall disapproves an application or refuses to grant a permit applied for, or when it is claimed that provisions of this ordinance do not apply or that the true intent and meaning of this ordinance have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the ~~Deputy Chief of Fire Prevention~~ Fire Marshall to the Chairman of the Building Committee as prescribed in Chapter I, Section 100.L of the Tinley Park Building Code.

#### 6. **PENALTIES**

*Delete Section F109.4 of the International Fire Code 2012 2021 and substitute therefore:*

- a. Any person, firm or corporation who shall violate any of the provisions of this Ordinance or fail to comply therewith, or who shall violate or fail to comply with any order made hereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved hereunder, or any certificate or permit issued hereunder, and from which no appeal has been taken, or who shall fail to comply with such an order as affirmed or modified by the Fire Prevention Administrator of the Fire Prevention Bureau or by a court of competent jurisdiction, within the time fixed herein, shall separately for each and every such violation and noncompliance respectively, be guilty of a misdemeanor. The penalty for such a misdemeanor is a fine not to exceed \$750.00 or imprisonment not to exceed six (6) months, or both. In addition to the imposition of a penalty, any and all such persons shall be required to correct or remedy such violations or defects within a reasonable time, and when not otherwise specified, each day that prohibited conditions exist or are maintained shall constitute a separate offense. The application of the penalty shall not be held to prevent the enforced removal of prohibited conditions.
- b. **Establishment of minimum penalties/fines/fees.** For the following violation types, persons in violation can be fined the minimum specified amount up to \$750 and the specified fine can be applied on a per day basis as specified by the Deputy Chief of Fire Prevention.

- i. **LIFE SAFETY**

- 1. Means of Egress Components

- a. Any component of a means of egress that obstructs the ability of someone exiting shall be fined \$750
    - b. Any component of a means of egress that is in disrepair, but does not obstruct someone from exiting shall be fined \$250.

- 2. Fire Detection & Protection Systems

- a. Lack of any required system shall be fined \$750 per day.
    - b. Any system that is impaired and does not transmit to assigned alarm receiving station shall be fined \$750 per day.
    - c. Any system that is impaired, but transmits to assigned alarm receiving station shall be fined \$750.
    - d. Any system that is not properly maintained shall be fined \$750.
    - e. Lack of proper maintenance documents shall be fined \$750.

- 3. Portable Fire Extinguishers

- a. Lack of portable fire extinguishers shall be fined \$250.
    - b. Improperly maintained fire extinguishers shall be fined \$100.

- 4. Village Fire Alarm Radio Transmitter Equipment

- a. Evidence of vandalism or tampering shall be fined \$750.
    - b. Failure to properly maintain Radio Alarm Documents shall be fined \$750.

- ii. **HOUSEKEEPING**

- 1. Heating Systems/Heat Producing Devices/Open Flames

- a. Improperly maintained, installed or use shall be fined \$250.
    - c. Devices too close to combustible materials shall be fined \$250.
    - d. Lack of required boiler certificate shall be fined \$250.
    - e. Improperly maintained required separations shall be fined \$250.
  - 2. Flammable Liquids/Compressed Gases
    - a. Improper storage or use shall be fined \$500.
    - b. Improper use of spray applications shall be fined \$500.
  - 3. Electrical/Extension Cords
    - a. Improper use shall be fined \$250.
    - b. Panels/equipment not accessible shall be fined \$250.
    - c. Improperly maintained non-energized outlets shall be fined \$250.
  - 4. Trash Receptacles
    - f. Improper type or use shall be fined \$250.
- iii. **KNOX BOX**
  - 1. None Provided
    - a. No KNOX BOX shall be fined \$500.
  - 2. Improper Keys/Maintenance
    - a. Fines shall be \$250.
- iv. **ELEVATORS**
  - 1. Equipment Room
    - a. Improper use or storage shall be fined \$250.
    - b. Equipment not maintained, no certificate shall be fined \$250.
  - 2. Elevator Car and Shaft
    - a. Improper or lack of Maintenance shall be fined \$250.
    - b. Lack of keys to operate overrides and open doors shall be fined \$250.
    - c. Elevator phone not working or not to a 24-hour service shall be fined \$250.
- v. **FIRE BARRIERS (HORIZONTAL AND VERTICAL)**
  - 1. Walls, Doors, Opening Protections
    - a. Opening not protected shall be fined \$750.
    - b. In disrepair shall be fined \$500.
    - c. Missing required self-closing devices shall be fined \$250.
- vi. **WATER SUPPLY**
  - 1. Fire Hydrants, Fire Appliance, Fire Equipment
    - a. Obstruction, removal, tampering with or otherwise disturb (private or Village owned) shall be fined \$750 per occurrence.
- vii. **FALSE FIRE ALARMS**
  - 1. False fire alarm in excess of three (3) in any calendar year from any alarm system, the alarm user shall be charged a false alarm service charge as follows:

# of Alarms	False Alarm Fee
1-3	No Charge
4-6	\$75.00 each
7-9	\$100.00 each

10-12	\$150.00 each
≥ 13	\$200.00 each

## **SECTION ~~701~~ 202.1--DEFINITION**

*In addition to Section F202 of the ~~2012~~ 2021 International Fire Code, include (and replace as necessary) the following definitions:*

### **Area Total**

For purposes of determining fire protection requirements “Area Total” is defined as the total square footage of floor area including mezzanines and basements contained within the surrounding exterior walls of the building on all floors and levels added together. The area included within the surrounding exterior walls of a building shall include roof overhangs and extensions and all enclosed extensions. Areas of a building not provided with surrounding walls shall be included within the building area if such areas are included within the horizontal projection of the roof or floor above. Interior walls, including fire walls and party walls, shall not be considered as walls which divide a structure into two or more separate buildings, but structures containing such interior walls shall be considered as one building for the purposes of this Section.

### **Corporate Council**

Wherever the term "Corporation Counsel" is used in the Fire Prevention Code, it shall be held to mean the Attorney for the Village of Tinley Park.

### **Discharge**

Any leakage, seepage, or other release.

### **False Alarm**

The activation of a required fire alarm system, non-required fire alarm systems or other means of communicating a potential fire event where none exists that result in the initiation of a response from the fire department or supervising monitoring station. These activations can be a result of:

- mechanical failure.
- malfunction.
- improper installation or operation.
- failure to notify the supervising monitoring station prior to testing, inspection or maintenance of a fire alarm or fire protection system.
- negligence of the owner or lessee of an alarm system or of his employees, agents or contractors.
- Malicious mischief or criminal damage to property.
- Resetting of fire alarm systems prior to investigation by Emergency Responders.

Such terminology does not include, for example, alarms caused by hurricanes, tornadoes, earthquakes or other violent conditions, nor by outside agencies or external forces not under the control of owner or lessee.

**Fire ~~Official~~ Marshall**

Wherever the words "~~Fire Official~~" are used in the Fire Prevention Code they shall be held to mean the ~~Deputy Chief of Fire Prevention~~ **Fire Marshall**, unless the context clearly indicated otherwise.

**Fireworks**

The term fireworks shall mean and include any explosive composition or any substance or combination of substances, or article prepared for the purpose of producing a visible or audible effect of a temporary exhibition nature by explosion, combustion, deflagration or detonation, and shall include blank cartridges, toy cannons, in which explosives are used, the type of balloons which require fire underneath to propel the same, firecrackers, torpedoes, skyrockets, Roman candles, sparklers, smoke bombs, snakes or facsimile or other fireworks of like construction and any fire works containing any explosive compound, or any tablets or other device containing any explosive substance, or containing combustible substances producing visual effects: provided, however, that the term "fireworks" shall not include toy pistols, toy canes, toy guns, or other devices in which paper or plastic caps containing twenty-five hundredths grains or less of explosive compound are used, providing they are so constructed that the hand cannot come in contact with the cap when in place for the explosion, and toy pistol paper or plastic caps which contain less than twenty hundredths grains of explosive mixture, the sale and use of which shall be permitted at all times."

**Hazardous chemical**

Any chemical or substance which is a physical or health hazard to employees.

**Hazardous materials**

A substance or material in a quantity and form determined by the United States Department of Transportation, Illinois Department of Transportation, and the Metropolitan Water Reclamation District to be capable of posing an unreasonable risk to health and safety or property, whether the materials are in usable or waste condition.

**Hazardous materials access route**

Any street which has been designated pursuant to this section for the purpose of providing vehicular access from the primary hazardous material route to locations within the Village of Tinley Park where hazardous materials are used, produced, or stored.

**Hazardous Materials Placard**

The placard which a motor vehicle transporting hazardous materials is required to display under regulations enacted by either the United States or Illinois Department of Transportation pursuant to the Hazardous Material Transportation Act, 49 USC 1801 et seq.

**Hazardous Substance**

Any material that can produce an adverse effect on or safety of persons exposed.

**Hazardous Waste**

Any material that is ignitable, corrosive, reactive or toxic and which may pose a substantial hazard to human health and safety when improperly managed.

**High Rise Building**

A building with an occupied floor located more than 55 feet above the lowest level of fire department vehicle access.

**Municipality**

Wherever the word "Municipality" is in the Fire Prevention Code, it shall be held to mean the Village of Tinley Park.

**Person**

Any natural person or individual, governmental body, firm, association, partnership, co-partnership, joint venture, company, corporation, joint stock company, trust, estate, or any other legal entity, or their legal representative, agent, or assigns.

**Primary Hazardous Materials Route**

The system of streets when signs are posted identifying that the street(s) is acceptable for transporting hazardous materials.

**Pyrotechnic Display**

The detonation, ignition, or deflagration, either indoors or outdoors, of display fireworks or flame effects to produce visual or audible effects of a exhibition nature before the public, invitees, or licensees, regardless of whether admission is charged, and as may be further defined in the Fireworks Use Act (425 ILCS 35/0.01 et seq.), and Pyrotechnic Distributor and Operator Licensing Act (225 ILCS 227/1 et seq.) (Collectively, for purposes of this Chapter the "State Acts").

**SECTION ~~702~~ 304.1.2 -GENERAL REQUIREMENTS**

*Delete Sections F304.1.2 of the International Fire Code ~~2012~~ 2021 and substitute therefore:*

1. Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Ground cover or similar material within 24-inch radius of gas service meters and equipment must be non-combustible.

**SECTION ~~703~~ 403 -EMERGENCY PLANNING AND PREPAREDNESS**

*Reserved*

**SECTION ~~704~~ 501 -FIRE SERVICE FEATURES****504.4 ACCESS TO BUILDING OPENINGS AND ROOFS**

*Addition to Section ~~F504~~ of the ~~2012~~ 2021 International Fire Code:*

- a. For new construction, where HVAC and similar mechanical, electrical or building service equipment is located on the roof of a normally occupied structure, an

approved permanent ladder capable of supporting Fire Department personnel and the equipment they use must be installed.

### **506.3 KEY BOXES**

*Delete Section F506.1 of the International Fire Code 2012 2021 and substitute therefore:*

- a. Fire Department Access: Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require a key box manufactured by Knox Company to be installed in an approved location. The key box shall be of an approved type listed in accordance with UL 1037, and shall contain keys to gain necessary access as required by the fire code official Fire Marshal
- b. EXCEPTIONS:
  - i. Private fire alarm systems not required, approved or monitored by the Village of Tinley Park. Property owners must accept responsibility when the Fire Department is called to respond to an alarm condition by a private alarm monitoring contractor. The responsibility of the Fire Department is to investigate the alarm. Entry may be made to determine the nature of the alarm. Any damage occurred at the time of entry is the sole responsibility of the alarm owner.
  - ii. Property owner can petition in writing not to have this required Knox Box system if they can provide documentation that their premise doors are not secured or locked in any way on a twenty-four (24) hours per day, 365 days per year.

*Add the following text in addition to Section 506 (506.1.3) of the International Fire Code 2012 2021:*

- c. Knox Box Specifications and Installations:
  - i. The location of the Knox Box shall be by the main entrance unless an alternate location is approved in writing by the Fire Department.
  - ii. Unless specified by the fire code official, the Knox Box shall be mounted between 60-72 inches above the immediate surrounding grade in which a person can stand on without any assistance.
  - iii. ~~Unless specified by the fire code official, when a building is required to have a supervised fire alarm system, the Knox Box must be monitored. The monitored device must be programmed to transmit a "supervisory" signal.~~

### **3. FIRE PROTECTION WATER SUPPLY SYSTEMS**

*Delete Section F507.5, F507.5.1, F507.5.4 and F507.5.5 of the International Fire Code 2012 2021 and substitute therefore:*

- a. A vehicle shall not be driven or propelled over any unprotected fire hose of the fire department when laid down on any street, alley-way, private drive or any other

vehicular roadway without the consent of the fire official in command of said operation.

- b. A person shall not obstruct, remove, tamper with or otherwise disturb any fire hydrant or fire appliance required to be installed or maintained under the provisions of the Fire Prevention Code except for the purpose of extinguishing fire, training or testing purposes, recharging, or making necessary repairs, or when permitted by the fire official. Whenever a fire appliance is removed as herein permitted, it shall be replaced or reinstalled as soon as the purpose for which it was removed has been accomplished. Defective and non-approved fire appliances or equipment shall be replaced or repaired as directed by the fire official.
- c. Standard Fire Hydrants shall be provided within three hundred (300) feet of all exposed parts of all buildings. Distance between hydrants shall be no more than 300 feet as measured along the street right-of-way. Approved hydrants must be within 100 feet of a fire department connection.
- d. It shall be illegal to block, park or otherwise interfere with the use of any fire hydrant on public or private water supply systems. A 10 (ten) (foot) minimum clear space distance in any direction must be kept at all times.
- e. A person shall not use or operate any fire hydrant intended for use of the fire department for fire suppression purposes unless such person first secures a permit for such use from the fire official and the water company having jurisdiction. This section shall not apply to the use of such hydrants by a person employed by, and authorized to make such use by, the water company having jurisdiction.
- f. The ~~Deputy Chief of Fire Prevention~~ Fire Marshal shall recommend to the chief administrative official of the municipality the location or relocation on new or existing fire hydrants and the placement or replacement of inadequate water mains located upon public property and deemed necessary to provide an adequate fire flow and distribution pattern. A fire hydrant shall not be placed into or removed from service until approved by the ~~Deputy Chief of Fire Prevention~~ Fire Marshal
- g. All new and existing ship yards, oil storage plants, lumber yards, amusement or exhibition parks, and educational or institutional complexes and similar occupancies and uses involving high fire or life hazards, and which are located more than 150 feet from a public street or which require quantities of water beyond the capabilities of the public water distribution system shall be provided with properly placed fire hydrants. Such fire hydrants shall be capable of supplying fire flows as required by the fire official and shall be connected to a water system in accordance with accepted engineering practices. The fire official shall designate and approve the number and location of fire hydrants. The Deputy Chief of Fire Prevention may require the installation of sufficient fire hose and equipment housed in accordance with the approved rules and may require the establishment of a trained fire brigade when the hazard involved requires such measures. Private hydrants shall not be placed into or removed from service until approved by the fire official.

## **~~SECTION 705-BUILDING SERVICES AND SYSTEMS~~**

~~Add Section F604.7 of the International Fire Code 2012 2021 for non-energized outlets. See also Section 504A VoTP Building Code.~~

## **~~1. NON-ENERGIZED OUTLETS~~**

- ~~a. **General.** In multi-story buildings of over 2 floors a special purpose, non-energized, inlet Hubble # 47CM16 or equal shall be installed outside the main entrance no more than three feet above grade and no more than five feet from the main entrance. There shall be no obstructions in front of this inlet such as bushes, decorations, or the like.~~
- ~~b. **Technical requirements.** This inlet shall have an identifying water proof cover. This special purpose inlet shall be wired with No. 12 copper wire in a ½" conduit to an opening with outlet, Hubble # 4710 or equal. Install outlets at each floor level so as to provide at least one such outlet in all stairwells at each floor level and no more than one hundred feet of travel distance from any point at each floor level to at least one such outlet.~~
- ~~c. **Acceptance Testing.** All equipment must field inspected and tested using power generating equipment located on fire apparatus.~~

*Add Section 607.1.1 of the International Fire Code ~~2012~~ 2021 for Elevator Operation, Maintenance and Fire Service Keys*

## **2. ELEVATOR OPERATION, MAINTENANCE AND FIRE SERVICE KEYS**

- a. In all buildings which exceed two (2) stories in height and in which an elevator or elevators are installed, at least one elevator shall be of a reasonable size to accommodate all emergency medical patient transport equipment.

*No changes*

## **SECTION 706-INTERIOR FINISH, DECORATIVE MATERIALS AND FURNISHINGS**

*Delete Section F806.1.1 and its exceptions of the International Fire Code 2012 2021 and substitute therefore:*

- 1. Natural cut trees shall be prohibited in Groups A,B,E,I,M,R-1,R-2,R-3, and R-4.

## **SECTION 707-FIRE PROTECTION SYSTEMS**

*Delete the following Section of the International Fire Code 2012 2021:  
F903.6 and delete Section F901.2 of the International Fire Code 2012 2021 and substitute therefore:*

### **1. CONSTRUCTION DOCUMENTS**

- a. The fire code shall have the authority to require construction documents and calculations for all fire protection and fire alarm systems and to require permits be issued for the installation, rehabilitation or modification of any fire protection or fire alarm system.
  - i. Fire Alarm Construction Documents:
    - 1. Construction document or shop drawings, or both, for the installation of fire alarm systems shall be submitted to indicate conformance to adopted codes and shall be reviewed by the Fire Department prior to issuance of the permit.

Required documents must be submitted per applicable requirements of the NFPA 72, *Fire Alarm Code*.

2. Three (3) sets of drawing documents for the installation/modification of a fire alarm system along with a properly submitted permit application shall be submitted for review and approval prior to the installation of a fire protection system. One (1) electronic copy of submitted documents will also be required.

**b. Fire Protection Construction Documents:**

- i. Where applicable submissions must conform to *225ILCS325/Professional Engineering Practice Act of 1989*. Five (5) sets of construction documents for fire protection systems shall be submitted for review and approval prior to system acceptance. One (1) electronic copy of submitted documents will be required. Required documents must be submitted per applicable NFPA 13, *Standard for the Installation of Automatic Sprinkler Systems*. Submission for fire protection systems shall include but not be limited to:
  - Permit application
  - Scope of work document
  - System design
  - Equipment specification sheets
  - Hydraulic calculations (if required)
- ii. Included on the shop drawings shall be information showing the basis for compliance with the design density, the specific arrangement of the system, the devices and their method(s) of operation, and the suppression agent. The details on the construction documents or shop drawings for the fire protection system shall include design considerations, spacing and arrangement of fire protection devices, protection, agent supply and discharge requirements, calculations with sizes and equivalent lengths of pipe and fittings, and protection agent source. Sufficient information shall be included to identify the apparatus and devices utilized and other information as required by this code.
- iii. Construction documents for the fire protection systems permit shall include information on the contents, the occupancy, the location and arrangement of the structures and the contents involved, the exposure to any hazard and the extent of the system coverage, the suppression system design criteria, the supply and extinguishing agents, the location of any standpipes, and the location and method of operation of detection and alarm devices.
- iv. All plans for new installations or significant alterations of existing automatic sprinkler systems shall be initially approved by a third-party vendor as designated by the Village. Plan review service or a recognized plan review service approved by the Village of Tinley Park and the ~~Deputy Chief of Fire Prevention~~ **Fire Marshal**. The builders, building owners or their agents shall then submit the initially approved and stamped plans for proposed sprinkler systems to the Deputy Chief of Fire Prevention for additional approval. Said plans shall show the size, capacity and location of all sprinkler heads, pumps, tanks or pipes, and any other

apparatus which is to be used in connection with such sprinkler systems. Said plans, when approved by the ~~Deputy Chief of Fire Prevention~~ Fire Marshal, shall also be stamped by him to that effect before such system shall be installed. ~~The Deputy Chief of Fire Prevention~~ Fire Marshal shall not have authority to determine what sprinkler systems shall be installed, but only to approve plans for such proposed systems.

*Amend Section F901.6.2 of the International Fire Code 2012 2021 and substitute therefore:*

## **2. RECORDS**

- a. Records of all required life safety system inspections, tests and maintenance required by the referenced standards shall be maintained on the premises for a minimum of three years and electronics copies sent to the ~~Deputy Chief of Fire Prevention~~ Fire Marshal using approved methods.
- b. The contractor shall provide the ~~Deputy Chief of Fire Prevention~~ Fire Marshal with a document indicating that the system is installed in compliance with this code and that the appropriate acceptance tests have been conducted. These systems shall be certified to U.L. or F.M. certification standards.

*Delete Section F903.2 through F903.2.10.1, F903.2.11.3 exceptions, F903.3.1.1.1 items 3-6, of the International Fire Code 2012 2021 and substitute therefore:*

## **3. AUTOMATIC SPRINKLER SYSTEMS**

- a. All automatic fire protection systems shall be installed so as to provide reasonable safety to person and property and in accordance with all applicable provisions of this Fire Prevention Code and the other applicable codes and ordinances of the Village of Tinley Park. An approved complete automatic fire protection system shall be installed in all buildings except the following:
  - i. Buildings less than three thousand (3,000) square feet.
  - ii. Detached gazebos and other similar structures for residential and public use.
  - iii. Independent buildings such as restrooms or snack shops 600 square feet or less that are associated with golf courses, parks and similar uses.
  - iv. Detached guard houses that are less than 300 square feet in size used to control access to or within residential and/or commercial developments.
  - v. Detached non-combustible canopies used exclusively for automotive, motor fuel-dispensing stations for private passenger vehicles not exceeding 5,000 square feet.
  - vi. Existing/new Single family detached.
- b. Regardless of size, the following require approved fire protection:
  - i. High Hazard Use Group Classifications (H-1, H-2, H-3, H-4 and H-5)
  - ii. Institutional Use Group Classification (I-1, I-2, I-3, I-4)
  - iii. Child Care, Day care, pre-school facilities
  - iv. Infirmaries, nursing homes, orphanages, shelter care, home for the aged, retirement complexes, group homes (all types)
  - v. Bed and breakfast, boarding house facilities.

- vi. Historical buildings regardless of size when located in the recognized Historical District and if designated a historical site by the Village of Tinley Park Historical Commission within the community. Any site/occupancy that presently exists will not be required to meet the requirements of this section unless there is a change in the present occupancy, ownership, or any permit required remodeling.
  - a. Exception: single family dwellings when used as single-family dwellings.
- vii. Residential mixed use (R-1, R-2, R-3, R-4)
- viii. Type IV and V Construction as defined in ~~2012~~ 2021 International Building Code, Section 602.
- ix. New single family attached (Townhomes and Condos)
- x. Existing single family attached residential structures damaged by fire or other causes so that, at any time, its value is less than one-half its market value, exclusive of the value of the foundation.
- xi. All buildings installing rooftop solar installations outside the scope of F605.11.
- xii. New normally occupied residential structures built on streets and access roads not dedicated to or not maintained by the Village of Tinley Park or not meeting the specifications as defined in the Village of Tinley Park Subdivision regulations.
- xiii. Residential buildings converted from rental income property to condominium ownership or existing multi-family condominium buildings where condominium units are rented to others owned by one person/organization and being sold to individual owners.

#### 4. ADDITIONAL REQUIRED FIRE PROTECTION EQUIPMENT

- a. **Intermediate Landings.** Where applicable approved automatic sprinklers must be installed on intermediate landings of all stairwells.
- b. **Electrical Rooms.** Water based fire protection in electrical rooms or any room containing equipment that has a serious life hazard shall be provided with a separate supervised control valve located outside the entrance into the room. Location of the supervised control must be no higher than 80 inches above the floor.
- c. **Water supplies.** Water supplies for automatic sprinkler systems shall comply with this section and the standards referenced in Section 903.3.1 of the IBC. The potable water supply shall be protected against backflow in accordance with the requirements of this section and the Illinois Plumbing Code. Safety factors for water-based fire protection system design must be a minimum of 10 pounds per square inch (psi) or 10 percent of the demand whichever is greater.
- d. **NFPA 13R and 13D fire protection systems.** NFPA 13R and 13D fire protection systems are prohibited in hotel, motel and new boarding house type occupancies unless specified by the ~~Deputy Chief of Fire Prevention.~~ Fire Marshal
- e. **Discharge of Inspector's Test Connections and Main Drains.** Inspector's Test Connections and Main Drains shall discharge directly to the outside to an area

capable of handling a full system flow. Unless authorized by the Deputy Chief of Fire Prevention discharge into a floor drain or sink is prohibited.

- f. **Rubbish and Linen Chutes.** An automatic sprinkler system shall be installed at the top of rubbish and linen chutes and in their terminal rooms. Chutes extending through two or more floors shall have additional sprinkler heads installed within such chutes at alternate floors. Chute sprinklers shall be provided with listed guards and be accessible for servicing.
- g. **Buildings 55 feet or More in Height.** An automatic sprinkler system shall be installed throughout buildings with a floor level that is located 55 feet or more above the lowest level of fire department vehicle access.
- h. **Alternate Power Source Required.** New buildings or structures regulated by the International Building Code and the IFC which are equipped with a fire pump shall have an alternate power source designed, installed and maintained to properly power and operate such fire pump in the event of an interruption of usual and customary electric power service.
- i. **During construction.** Automatic sprinkler systems required during construction and demolition operations shall be provided in accordance with the International Fire Code.
- j. **Other required suppression systems.** In addition to the requirements of Section 903.2 of the IBC, the provisions indicated in Table 903.2.11.6 shall also require the installation of a suppression system for certain buildings and areas.
- k. **STORZ REQUIREMENTS.** When approved by the ~~Deputy Chief of Fire Prevention~~ **Fire Marshal**, a 5-inch STORZ fire department connection is required for all fire sprinkler installations.

**TABLE 903.2.11.6  
ADDITIONAL REQUIRED SUPPRESSION SYSTEMS**

<b>SECTION</b>	<b>SUBJECT</b>
F402.8	Covered malls
F403.2, F403.3	High-rise buildings
F404.3	Atriums
F405.3	Underground structures
F407.5	Group I-2
F410.6	Stages
F411.4	Special amusement buildings
F412.2.5, F4.2.2.5	Aircraft hangars
F415.6.2.4	Group H-2
F416.4	Flammable finishes
F417.4	Drying rooms

F507	Unlimited area buildings
F508.2	Incidental use areas
F1025.6.2.3	Smoke-protected assembly seating IFC
IFC	Sprinkler system requirements as set forth in Section F903.2.11.6 of the International Fire Code

## 5. VARIANCE FOR FIRE PROTECTION COMPLIANCE

- a. In regard to existing buildings that are a minimum of three thousand 3,000 square feet in area which were made subject to the requirements of Section 709 pursuant to amendments adapted during 2007, said existing buildings shall be brought into compliance with Section 709.3 on the following dates:
  - i. Within five (5) years of a change in the ICC Use Group applicable to said existing building, based on the use of said existing building;
  - ii. Within five (5) years of a change in the ownership of said existing building.

*Delete Section F903.4.1 and F907.6.5 of the International Fire Code 2012 and substitute therefore:*

## 6. MONITORING

- a. All required fire protection and or life safety systems detection systems shall be connected to the approved wireless fire alarm transmission system authorized and supervised by the Village of Tinley Park. As required, alarm, supervisory, trouble and water flow signals shall automatically transmit distinctly different signals to the approved supervising station. All transmitting equipment installed on the premises of the alarm holder shall be maintained at all times and in good working order. Any required fees or charges for such systems or system connections shall be paid when due.
- b. EXCEPTIONS:
  - i. Single and Multi-Station Smoke Alarms required by Section 907.2.11 of the 2012 International Fire Code.
  - ii. Smoke detectors in Group I-3 occupancies
  - iii. Automatic Sprinkler systems in *one- and two-family dwellings*
- c. Temporary (30 days or less) use of approved third party central station monitoring or approved licensed and contracted fire watch personnel is allowed should the failure of an approved fire alarm signal be received at the Village of Tinley Park Alarm Center during the final inspection process for a new occupancy. Approval is based on NFPA 72 (2010 edition) requirements for Central Station:
  - Installation of fire alarm transmitters
  - Alarm, guard, supervisory, and trouble signal monitoring
  - Retransmission
  - Associated record keeping and reporting
  - Testing and maintenance
  - Runner service: Granting a temporary exception must be applied for in writing by the alarm holder and approved by the Fire Prevention Administrator.

*Delete Section F907.2 of the International Fire Code 2012 and substitute therefore:*

## **7. REQUIRED FIRE ALARM SYSTEMS**

- a. An approved fire alarm system installed in accordance with provisions of this code and NFPA 72 shall be required in all buildings located in the Village of Tinley Park and shall be supervised by the Village of Tinley Park. The type and quantity of initiating and notification devices shall be approved by the Fire Prevention Bureau. Occupant notification shall be in accordance with Section 907.5, unless other requirements are provided by another section of this code.
- i. EXCEPTIONS:
  - 1. Attached and Detached Single Family dwellings occupied as a residential occupancy.
  - 2. Buildings or structures classified as Utility and all levels are above grade.
  - 3. Normally unoccupied structures or buildings.

## **8. ADDITIONAL REQUIRED FIRE ALARM EQUIPMENT**

- a. Unless allowed by the Deputy Chief of Fire Prevention or designee all required commercial fire alarms authorized and supervised by the Village of Tinley Park 911 Dispatch Center shall be approved addressable type systems. This shall include connection of, for alarm signal purposes, water flow, heat/smoke detection (when applicable), duct detection, hood and duct extinguishing systems, any fixed extinguishing system, manual pull stations and any supervisory signaling equipment such as valve tamper devices, low air etc.
- b. Required fire alarm panels shall be located directly adjacent to the main entrance of a building or structure. Approved remote annunciator equipment can be provided in a location designated by the Deputy Chief of Fire Prevention. Remote annunciator panels shall be provided and located at the discretion of the Deputy Chief of Fire Prevention. The Deputy Chief of Fire Prevention may also require additional equipment signaling as necessary.
- c. Occupant Notification: Occupant notification using approved notification devices of a fire alarm condition must be provided for all occupancies where fire alarm systems are required. Means of initiation must be by manual and automatic means as approved by the Deputy Chief of Fire Prevention.
- d. The secondary power supply capacity for supervising station facilities and equipment shall be capable of supporting operations for a minimum of 60 hours.
- e. Multi-family dwellings required to install a new fire alarm system due to a Change of Ownership, shall be additionally required to install a heat detector and an audio /visual devices inside each residential unit and all common areas shall have notification and initiating devices in the common areas.

## **9. PRIVATE OR NON-REQUIRED FIRE ALARM SYSTEMS**

- a. Private properties with Fire Alarm Systems not required or approved by the Village of Tinley Park must accept responsibility for Fire Department accessibility to the property. When the Fire Department is called and responds to a fire alarm condition by a private alarm contractor or equipment, the responsibility of the Fire Department is to investigate the alarm. Entry may be made to determine the nature of the alarm.

Any damage incurred at the time of entry is the sole responsibility of the alarm owner.

- b. Fire Alarms (commercial or residential) which are not required by the Village shall register with the Fire Prevention Bureau. Licensed Alarm Contractors must provide the following information for new installations and any existing installations. If the information is not available through the contractor it is the property owners/tenant's responsibility to provide the following:
- Property owner/business owner's name.
  - Alarm location and type.
  - Emergency contacts – cell phone numbers and mailing address.
  - Licensed Contractor responsible for maintenance.
  - Any additional information as needed as determined by the Deputy Chief of Fire Prevention.

#### **10. SMOKE DETECTOR AND ALARM SYSTEMS**

- a. In addition to Occupant Use Groups (defined by the ~~2012~~ 2021 International Building Code) that require approved smoke/early warning detection systems, the following Use Groups/Occupancies must have approved early warning systems installed throughout the premises and in each sleeping unit. It shall be the responsibility of the owner of each new and existing occupied building of the following Use Groups, as defined in the International Building Code 2012, to install smoke detectors that are wired in series, powered by house current and with a battery back-up:
- Residential Mixed Use
  - All Institutional Use Groups
  - Educational Facilities
  - Use Group R-1, residential
  - Use Group R-2, residential
  - Residential Care Facilities
  - Bed and Breakfast Occupancies
  - Daycare including Adult Day Care
- b. As required, all systems must comply with requirements of Section 709 of this code, System Connection to Central Station. It shall be the responsibility of the owner of each new and existing occupied building of use group R-2 (residential multi-family - as defined in the International Building Code 2012 (State of Illinois Smoke detector Act, 425ILCS60), use group R-3 residential one and two-family residences - as defined in the International Building Code 2012 (State of Illinois Smoke Detector Act, 425ILCS60), and all other single family and multiple-family housing units in the Village, to install smoke detectors that are wired in series and powered by house current with battery back-up in each unit and each sleeping area within a unit.
- c. All existing and occupied buildings covered by this Ordinance shall be placed in compliance with all the terms and provisions of this Ordinance no later than July 1, 1988; all buildings of new construction which are covered by this Ordinance and for which the first day of occupancy is after December 31, 1987, shall comply with all the terms and provisions of this Ordinance.

*Delete Section F905.3 and exception of the International Fire Code 2012 and substitute therefore:*

## **11. STANDPIPES**

- a. Unless specified in the adopted codes and standards or otherwise approved by the Fire Code Official, manual wet Class I standpipe systems shall be required:
  - i. In all multi-story buildings regardless of construction type classification which exceed either two (2) stories above the lowest level of fire department vehicle access, or twenty-seven (27) feet above the lowest level of fire department vehicle access.
  - ii. The building is arranged/constructed to exceed one-hundred fifty feet (150') vertically and horizontally from any entrance to the most remote portion of the building. All standpipe systems shall be installed in accordance with all applicable provisions of the International Fire Code, 2012 and NFPA 14 Standards.
  - iii. All required standpipe systems shall be installed in accordance with NFPA standards and be capable of being reached within one-hundred fifty feet (150') from each hose outlet. The distance shall be measured along the normal path of unobstructed travel including vertical travel. Additional Class I standpipes outlets shall be installed adjacent to all exit discharge doors and required by the adopted code and as approved by the Fire Code Official.

*Delete Sections F910.1 exception F910.2.1 of the International Fire Code 2012.*

## **12. SMOKE AND HEAT REMOVAL**

- a. Emergency heat and smoke venting shall be required for the following ICC Occupancy Use Groups:
  - i. ICC Factory Occupancy Use Group
  - ii. ICC High Hazard Occupancy Use Group
  - iii. ICC Storage Occupancy Use Group
  - iv. ICC Mercantile Occupancy Use Group, where buildings exceeding 20,000 square feet as defined in Section 706-B.4.
  - v. Any building exceeding 35 feet in height from the lowest Fire Department access or three stories ground level.
- b. Where Section 709.12.a applies, venting shall be required for roof attic areas of combustible construction.
- c. Venting may be accomplished by gravity and/or mechanical methods. All venting shall be designed in accordance with nationally recognized standards. All venting methods shall be approved by the Fire Prevention Bureau.
- d. In addition to Section F910.4 for compartmented areas, mechanical venting shall be based on the cubic square footage of exit components, an expected fire area, area(s) directly adjacent to an expected fire area as approved by the Fire Prevention Administrator.
- e. **Mechanical Venting Control Panel.** Manual controls shall be located at a designated panel and only be available to fire personnel. Location of controls shall be determined by the Fire Prevention Administrator.

- f. **Manual Controls.** Depending on equipment design, smoke and heat removal shall have control capabilities as detailed in Section F909.16.2.
- g. Venting requirements by gravity shall be a ratio of 1:200 for all occupancies except use groups F, S, and H which shall be a minimum of 1:100, unless otherwise specified in the ICC International Building Code 2012.
- h. Where required smoke and heat vents shall be installed in the roofs of one-story buildings or portions thereof occupied for the uses set forth:
  - i. Building and portions thereof used as Group F, H, and S regardless of size.
  - ii. Buildings and portions thereof used in Group M exceeding a total area of 20,000 square feet as defined in Section 706 B 4 of the Tinley Park Comprehensive Building Code.
  - iii. Any building of any use group except R-3 exceeding 35 feet in height from the lowest Fire Department access or three stories above ground level.
  - iv. Where Section 912 of this code applies, smoke venting is required for any combustible roof (attic) area for any use group except R-3.
  - v. Smoke and heat vents shall be listed and labeled to indicate compliance with U.L. 793. Gravity venting requirements for all use groups shall have 1:200 ratio.
  - vi. EXCEPTION:  
See Table F910.3 for Groups F, S, and H. If an occupancy use group is not indicated it shall have a minimum 1:100 ratio

## **SECTION 708-MEANS OF EGRESS**

*Add the following to Section F1006.3.1.2 of the International Fire Code 2012:*

1. All circuit breakers or approved means of disconnect utilized for emergency lighting or other emergency egress components shall be labeled using approved methods.

*Add the following to Section F1006.3.1.3 of the International Fire Code 2012 and substitute therefore:*

2. For new construction, an on-site generator shall be the source of the exit and emergency lighting system for all new occupancies where the construction of said structure exceed more the four (4) stories above grade. Generators designated as the source of emergency lighting shall be installed in an approved weather-proof type enclosure.

*Delete Section F1011.3 of the International Fire Code 2012 and substitute therefore:*

3. Exit signs shall be internally or externally illuminated. Installation of all new and replacement internally illuminated, one hundred and twenty (120) volt and totally self-contained battery-operated installations of required exit sign devices shall be of LED type fixtures. All circuits breakers utilized for exit signs or other emergency egress components must be labeled using approved methods.

*Delete Section F1024.1 of the International Fire Code 2012 and substitute therefore:*

4. For new construction, approved luminous egress path markings delineating the exit path shall be provided in buildings greater than four stories above grade and greater than one story below ground for all occupancies.

## **SECTION 709-CONSTRUCTION REQUIREMENTS FOR EXISTING BUILDINGS**

*Delete Sections F1103.5 -F1103.6, F1103.7 – F1103.7.7, F1104.3 -F1104.4 of the International Fire Code 2012.*

## **SECTIONS 710-722**

### **RESERVED**

## **SECTION 723-SELF SERVICE GAS STATION**

*See Illinois Administrative Code Section 170.150, Self-Service – No Self-Service without a Permit; Procedures and Regulations should be referenced for requirements.*

***The following requirements are in addition to the requirements of Chapter 23 of the Adopted 2012 International Fire Code. Any conflicts in code language shall be resolved as specified in Section 701.2.a of the VoTP amended code.***

*Delete Section F2304.1 of the International Fire Code 2012 and substitute therefore:*

1. **Supervision of dispensing:** the dispensing of fuel at motor fuel-dispensing facilities shall be conducted by a qualified attendant or shall be under the supervision of a qualified attendant at all times in accordance with F2304.3. Service station attendant must have a clear and unobstructed view of self-service pumps and must have an approved means to communicate at all service islands.
2. **Attendant Location:** Service station attendant must have a clear and unobstructed view of self-service pumps and must have an approved means to communicate at all service islands.

*Add Section F2305.2.4.1 of the International Fire Code 2012:*

3. **Emergency Disconnect switches.** Switches as required in Section 2302.2 must be installed in a visible and accessible location on the outside and inside of the building. The interior location of the disconnect switch must be located in at the service counter within reach of the attendant.

*Delete Section F2305.5 of the International Fire Code 2012 and substitute therefore:*

4. Approved portable fire extinguishers complying with Section 906 shall be provided, located and installed in the following locations. All fire extinguisher locations must be plainly marked using approved signs or stencils. Minimum height of letters, numerals or symbols should be no less than 1 inch.
  - a. 2-A:20-B:C sized extinguisher shall be provided at each service island.
  - b. 4-A:60-B:C sized extinguisher shall be provided at the attendant control station.
  - c. 4-A:60-B:C sized extinguisher shall be provided adjacent to the emergency shut-off switch installed on the exterior of the building.

*Delete Section F2305.6 of the International Fire Code 2012 and substitute therefore:*

5. **Warning signs:** Warning signs using one-inch letters shall be conspicuously posted at each service island within sight of each dispenser/service island in the fuel-dispensing area and shall state the following:
- No Smoking.
  - Shut off motor
  - Discharge your static electricity before fueling by touching a metal surface away from the nozzle.
  - To prevent static charge, do not reenter your vehicle while gasoline is pumping.
  - If a fire starts, do not remove nozzle-back away immediately
  - It is unlawful and dangerous to dispense gasoline into unapproved containers.
  - It is unlawful and dangerous to dispense gasoline without attendant on duty.
  - No filling of portable containers in or on a motor vehicle. Place container on ground before filling.

## **SECTIONS 724 – 749 :RESERVED**

## **SECTION 750-HAZARDOUS MATERIALS**

*The following requirements are in addition to the requirements of Chapter 50 of the Adopted 2012 International Fire Code. Any conflicts in code language shall be resolved as specified in Section 701.2.a of the VoTP amended code.*

### **1. ROUTING**

- The purpose of this section is to establish hazardous material transportation routes within the Village of Tinley Park which will enable those who transport hazardous materials to and from locations within the Village to do so in compliance with the requirements as they may from time to time be amended which are hereby incorporated herein as if enacted by the President and Board of Trustees of the Village of Tinley Park.
- Hazardous materials access route. As used herein, the phrase "hazardous material access route" shall mean any street which has been designated pursuant to this section for the purpose of providing vehicular access from the primary hazardous material route to locations within the Village of Tinley Park where hazardous materials are used, produced, or stored.
- Primary hazardous materials route. As used herein, the phrase "primary hazardous materials route" shall mean when signs are posted giving notice thereof, the system of streets composed of the following:

<b>STREET</b>	<b>FROM</b>	<b>TO</b>
Duvan Drive	175th Street	Harlem Avenue
Oak Park Avenue	159th Street	Harlem Avenue
Harlem Avenue	159th Street	Vollmer Road
183rd Street	Ridgeland Avenue	LaGrange Road
175th Street	Route 45	Central Avenue

94th Avenue	183rd Street	171st Street
171st Street	Route 45	Oak Park Avenue
159th Street	8800 West	6600 West
80th Avenue	159 <sup>th</sup> Street	St Francis Road
Route 45	171 <sup>st</sup> Street	Interstate 80
Oak Forest Avenue	167 <sup>th</sup> Street	South Street
Ridgeland Avenue	Vollmer Road	Oak Forest Avenue
167th Street	8800 West	Oak Forest Avenue
Interstate 80	Route 45	Interstate 57

## 2. GENERAL PROHIBITIONS

- a. Every person who uses, produces, or stores hazardous materials at a location within the Village of Tinley Park, shall request from the Fire Prevention a hazardous materials access route to and from such location.
- b. Every motor vehicle which displays or is required to display a hazardous materials placard, shall be operated within the Village only on the primary hazardous material route or upon a hazardous material access route established pursuant to the provisions of this section.
- c. Every operator of a motor vehicle which displays or is required to display a hazardous material placard, who does not know the primary hazardous material route of the Village of Tinley Park, or the hazardous material access route to and from the location in the Village from which he is coming or to which he is destined, shall request directions concerning said routes from the Tinley Park Fire Prevention Bureau, before operating said vehicle in the Village of Tinley Park.
- d. No motor vehicle which displays or is required to display a hazardous material placard shall be operated on any street within the Village of Tinley Park unless such vehicle is coming from or destined for a location within the Village of Tinley Park. Over night parking should be prohibited unless delivery to company receiving goods has been made and said parking is at the site of the delivery.
- e. Exceptions. The following types of vehicles are exempt from the provisions of this section:
  - i. Placarded vehicles making residential deliveries of home heating fuel.
  - ii. Placarded vehicles making residential deliveries of medical supplies.
  - iii. For purposes of picking up or delivering non-hazardous materials at a location within the Village which is not required under the provisions of this section to request a hazardous materials access route, placarded vehicle may use the most direct route to and close as possible to said location on the primary hazardous materials transportation route or a hazardous materials access route assigned to a business in the vicinity of said location.

## 3. PROCEDURE FOR ASSIGNING A HAZARDOUS MATERIAL ACCESS ROUTE

- a. Any person who uses, produces, or stores hazardous materials at a location within the Village shall be assigned a hazardous materials transportation route after he has submitted a request for such a report to the Tinley Park Fire Prevention Bureau on a form provided by the Fire Prevention Bureau. Upon receipt of such a request, the

Fire Prevention Bureau shall assign to such person, a route which in the judgment of the Fire Prevention Bureau and all other interested Departments, is consistent with and implements the purpose of this section. Temporary routes may be approved when deemed necessary by the Tinley Park Fire Prevention Bureau.

#### **4. PENALTY FOR VIOLATING THIS SECTION**

- a. Any person who violates any provision of this section shall upon conviction be subject to a fine of no less than one-hundred dollars (\$100.00) and no more than seven hundred fifty dollars (\$750.00).
- b. Any person who uses, produces, or stores hazardous materials and who fails to request a hazardous materials access route, shall be deemed in violation of this division for each and every day after the effective date of this section during which such person was engaged in such use, production, or storage, until such time as he submits such a request to the Fire Prevention Bureau. Each day that such a person is deemed in violation of this section shall constitute a separate offense which upon conviction shall subject the person to a fine of no less than one hundred dollars (\$100.00) and no more that seven hundred fifty dollars (\$750.00).
- c. Any operator of a motor vehicle which is required to display a hazardous materials placard who violates any provision of this division while operating said vehicle without said placard properly displayed, shall, upon conviction be subject to a fine of no less than One Hundred dollars (\$100.00) and no more that Seven Hundred Fifty dollars (\$750.00). *Delete Section F5003.3.1.4 of the International Fire Code 2012 and substitute therefore*

#### **5. DISCHARGE EMERGENCIES**

- a. Declaration of nuisance: The actual or threatened discharge of hazardous materials within the Village of Tinley Park is hereby declared a nuisance.
- b. Liability for abatement of nuisance (Spiller Pays): Any person who owns, leases, operates, or controls any facility, equipment, or vehicles from which a discharge of hazardous materials has occurred or is threatened to occur, shall be liable to the Village for any expenses incurred by the Village in connection with preventing, cleaning up, or disposing of or attempting to prevent, clean up, or dispose of any such discharge or threatened discharge.

#### **6. DISPOSAL**

- a. Definitions. Unless the context otherwise clearly requires, as used in this section:
  - i. Prohibition: It shall be unlawful for any person to dispose of hazardous materials within the Village of Tinley Park unless such disposal is conducted in accordance with applicable state and federal and Village of Tinley Park, and Metropolitan Water Reclamation District rules and regulations and regulations pertaining to the disposal of such materials.
  - ii. Declaration of nuisance: The unlawful disposal of hazardous material within the Village of Tinley Park is hereby declared a nuisance.
  - iii. Liability for abatement of nuisance: Any person who engages in the unlawful disposal of hazardous Materials shall be liable to the Village for

- any and all expenses incurred by the Village of Tinley Park in connection with cleaning up and lawfully disposing of said materials.
- iv. Penalties and fines: In addition to the liability imposed by the preceding section, any person who unlawfully disposes of hazardous material within the Village of Tinley Park shall upon conviction, be subject to a fine of no less than One Hundred dollars (\$100.00) and no more than Seven Hundred Fifty dollars (\$750.00).

## **7. RIGHT TO KNOW**

- a. Definitions: Unless the context otherwise clearly requires, as used in this section:
  - i. Hazardous material means a substance or material in a quantity and form determined by the United States Department of Transportation, Metropolitan Water Reclamation District to be capable of posing an unreasonable risk to health and safety or property.
  - ii. Person means any natural person or individual, governmental body, firm, association, partnership, co-partnership, joint venture, company, corporation, joint stock company, trust, estate, or any other legal entity, or their legal representative, agent, or assigns.
- b. References
  - i. The Code of Federal Regulations, 29, C.F.R. 1910.1000 through 29 C.F.R. 2920.2500, inclusive.
  - ii. The Illinois Revised Statutes, Chapter 48, Paragraph 2515.
  - iii. The United States Department of Health and Human Services, Public Health Service National Toxicology Program, Second Annual Report on Carcinogens - December, 1981 and its periodic updates.
  - iv. A list of toxic substances promulgated by the Director of the Illinois Department of Labor pursuant to Illinois Revised Statutes, Chapter 48, Paragraphs 2503 and 2504. (Ordinance. No.1986-118-, 6-2-86)

## **8. DISCLOSURE REQUIREMENTS**

Every person who used, produces, or stores hazardous materials or toxic substances at a location within the Village, shall provide the Fire Department of the Village with all information concerning the use, production, and storage of such materials which such a person is required to provide a local Fire Department under all governing laws and regulations enacted or promulgated from time to time by either the State of Illinois or the United States of America and Departments thereof.

## **9. PENALTIES**

Any person who violates the provisions of this section shall upon conviction be subject to a fine of no less than One Hundred dollars (\$100.00) and no more than Seven Hundred Fifty dollars (\$750.00).

Each day that a person is deemed in violation of this section shall constitute a separate offense which upon conviction shall subject the person to a fine of no less than One

Hundred dollars (\$100.00) and no more than Seven Hundred Fifty dollars (\$750.00) for each offense.

**10. STORAGE**

- a. Every person who stores hazardous materials at any location within the Village of Tinley Park shall store such material in accordance with the requirements established for such storage by the Fire Prevention Code of the Village of Tinley Park.

**SECTIONS 751-755 RESERVED**

**SECTION 756-FIREWORKS AND EXPLOSIVES**

*The following requirements are in addition to the requirements of Chapter 56, Explosives and Fireworks, Sections 5608 and 5609 of the Adopted 2012 International Fire Code. Any conflicts in code language shall be resolved as specified in Section 701.2.a of the VoTP amended code.*

**1. DEFINITIONS**

- a. “STATE ACTS.” For purposes of this Chapter, the term State Acts shall be used to collectively refer to the Fireworks Use Act (425 ILCS 35/0.01 et seq.) and Pyrotechnic Distributor and Operator Licensing Act (225 ILCS 227/1 et seq.).”

**2. UNLAWFUL TO SELL, POSSESS OR USE EXCEPTIONS**

- a. Except as otherwise provided herein, it shall be unlawful for any person, firm, co-partnership, corporation, or other entity to possess, sell at retail, offer for sale, store, use, manufacture, set-off or explode any fireworks, as defined above, and including display fireworks, flame effects, or consumer fireworks, as those terms are defined in the Fireworks Use Act (425 ILCS 35/0.01), in the Village at any time, or to allow any such acts on property owned by that person, firm, co-partnership, corporation or other entity within the Village. Where the definition of fireworks set forth above in this Section is more restrictive than the definitions set forth in the State Acts, the definition in this Section shall control.
- b. The Chief of the Fire Department shall have the right to issue a permit for pyrotechnic displays of fireworks, provided the applicant for such a permit complies with the regulations established for the issuance of such a permit.
- c. Nothing contained in this Section shall be construed to prohibit the use of fireworks by railroads, public utilities, public and private carriers, or other transportation agencies, for signal purposes or illumination, or the sale or use of blank cartridges for show or theater, for signal or ceremonial purposes in athletics or sports, or for use by veteran or military organizations.
- d. The fire official shall seize, take, remove, or cause to be removed at the expense of the owner, all stocks of fireworks possessed, offered or exposed for display or sale which are stored or held in violations of this Section.

**3. PERMITTED PYROTECHNIC DISPLAYS**

- a. Permit Required for Pyrotechnic Displays. Pyrotechnic displays of fireworks, as such displays are defined herein and in the State Acts, may take place within the Village only with a permit issued by the Village in compliance with this Chapter, the State Acts, and other applicable State and local regulations.
- b. Pyrotechnic Display Applications. An application for a pyrotechnic display permit must be submitted to the Village Clerk in writing by a person eighteen (18) years old or older at least fifteen (15) days in advance of the date of the planned pyrotechnic display, unless such 15-day requirement is waived by the Chief of the Fire Department. The application must identify the lead pyrotechnic operator and pyrotechnic distributor, as those terms are defined in the State Acts. The application must contain, and any permit issued shall be subject to, an undertaking by the pyrotechnic operator and sponsoring organization to indemnify and hold harmless the Village and its officers, employees and agents from and against any and all liability in any way arising out of or resulting from the pyrotechnic display. In addition, no permit for a pyrotechnic display shall issue without:
  - i. Payment of a fee in the amount of \$500. Units of local government, whose jurisdiction includes a portion of the Village of Tinley Park shall be exempt from the payment of such fee. The State and Counties are not considered to be units of local government for purposes of this exemption.
  - ii. A certificate of insurance indicating that the applicant has general liability insurance covering bodily injury, property damage, and other claims related to the pyrotechnic display in a sum not less than \$1,000,000 with an insurer licensed to do business in the State of Illinois. The insurance coverage shall be an occurrence-based policy, and shall cover all periods of time when pyrotechnic materials are in the insured's actual and constructive possession. The certificate of insurance shall name the Village and its officers, employees and agents as additional insured. In addition, the certificate shall explicitly state on its face that the general liability coverage includes coverage relative to firework displays and that the policies shall remain in effect for at least 30 days after the firing;
  - iii. Verification that the lead pyrotechnic operator and distributor listed in the application possess valid State pyrotechnic operator and distributor licenses;
  - iv. Verification that all pyrotechnic assistants will be at least 18 years of age at the time of the display;
  - v. An inspection of the site by the Chief of the Fire Department or his designee and submission by the Chief or his designee of his written determination, that the display shall not be hazardous to property or endanger any person or persons and that the display can be performed in full compliance with applicable State and local regulations and the rules adopted by the State Fire Marshal.
  - vi. Submission of a cash bond to the Village in the amount of \$1,000 conditioned on compliance with all Village codes and ordinances.
  - vii. The submission to the Fire Department of sufficient information so that the Fire Department may file records relative to the pyrotechnic display with the State Fire Marshal's office.

#### 4. **PERMIT ISSUANCE**

- a. Permit Issuance. A permit may issue upon compliance with the above requirements. Permits shall be signed by the Chief of the Fire Department or his designee, and shall identify the lead pyrotechnic operator. Upon issuance, the possession, sale, storage, use or distribution of fireworks for such a display shall be lawful for the purpose of conducting the permitted display only. Permits issued pursuant to this Section are non-transferable to another person or entity.

#### 5. **CONDUCT OF PERMITTED PYROTECHNIC DISPLAYS.**

- a. A permitted pyrotechnic display of fireworks must be conducted in accordance with the following requirements and conditions:
  - i. The lead pyrotechnic operator of a display must have a copy of the display permit in his possession at all times during the preparation for, conduct of, and clean-up following a pyrotechnic display.
  - ii. Due to the hazardous nature of materials involved, no fireworks shall be stored on location prior to set up and show time.
  - iii. Pyrotechnic assistants setting up and shooting the fireworks display should be 18 years of age or older and be experienced and professional shooters.
  - iv. Sufficient security should be provided to keep all persons except company employees and authorized Village officials a minimum of 500 feet from the display during set up and firing or a minimum distance indicated by NFPA 1123 Code for Fireworks Display, whichever is greater.
  - v. The pyrotechnic distributor of the fireworks should have a current Illinois permit number.
  - vi. There shall be no trees, utility poles, or any type of obstruction within 50 feet of the firing range. The firing range shall be no less than 200 feet from railroads, highways, or general public or other structures, nor 600 feet from any hospital, asylum, or infirmary.
  - vii. The grass must be wetted down around the mortar eight hours before firing. This requirement may be waived by the Fire Chief or his designee if weather conditions warrant.
  - viii. The Fire Department shall be at the sight of the firing with equipment and manpower as necessary.
  - ix. In-ground mortars for launching pyrotechnics are prohibited.
  - x. The lead pyrotechnic operator, loaders, shooters and other pyrotechnic assistants shall wear tight-fitting noncombustible clothing and shall not have been under the influence of alcoholic beverages, drugs, or controlled substances for 12 hours before firing.
  - xi. No firing shall take place if the wind is at 20 miles an hour or above.
  - xii. All pyrotechnic displays indoor or outdoor shall be electronically ignited.
  - xiii. The pyrotechnic operator of the display and pyrotechnic distributor of the pyrotechnics used therein shall be responsible for the recovery of fireworks (aerial displays that did not fire).
    1. Recovery or the search for un-fired displays shall start immediately or, at a minimum, at sunrise.

2. The area of a misfired shell shall be guarded by the pyrotechnic operator at their cost from the time of the misfiring until the discovery of the shell.
  3. The cost of recovering the shell shall be borne by the pyrotechnic distributor.
- b. The pyrotechnic display must be conducted in full compliance with NFPA Standard 1126, Standard for Use of Pyrotechnics Before a Proximate Audience, 2006 Edition, which is incorporated herein by reference, to the extent the Standard is applicable to the specific display. Three copies of the Standard have been placed on file with the Village Clerk.
- c. The pyrotechnic display must be conducted in full compliance with NFPA Standard 1123, Code for Fireworks Display, 2006 Edition, which is incorporated herein by reference, to the extent the Standard is applicable to the specific display. Three copies of the Standard have been placed on file with the Village Clerk.
- d. The pyrotechnic display must be conducted in full compliance with and in compliance with NFPA Standard 160, Standard for Use of Flame Effects before an Audience, 2014 Edition, which is incorporated herein by reference, to the extent the Standard is applicable to the specific display. Three copies of the Standard have been placed on file with the Village Clerk.

#### **6. FLAME EFFECTS, SPECIAL EFFECTS FIREWORKS; PERMITS**

- a. Displays of flame effects or special effects fireworks, as those terms are defined in the State Acts, by professionals in conjunction with theatrical, musical, or other productions, are subject to the same permitting requirements as pyrotechnic displays above, and are permitted only upon issuance of such permit. Conduct of such displays must comply with applicable NFPA Standards, including, but not limited to, NFPA Standard 160, Standard for Use of Flame Effects before an Audience, 2014 Edition, and are subject to any additional conditions imposed by the Chief of the Fire Department that in his estimation are necessary for the public health, welfare and safety, and must be in strict conformance with State and local regulations.

#### **7. STORAGE**

- a. The storage of explosives and blasting agents within the Village is prohibited, with the exception of fireworks to be used for a permitted pyrotechnic display within 24 hours when such fireworks are stored in compliance with federal and State law and local regulations.

### **SECTION 757-FLAMMABLE LIQUIDS**

*The following requirements are in addition to the requirements of Chapter 57, Flammable and Combustible Liquids of the Adopted 2012 International Fire Code. Any conflicts in code language shall be resolved as specified in Section 701.2.a of the VoTP amended code.*

## **1. GENERAL REQUIREMENTS**

- a. The storage of flammable liquids in outside above-ground tanks is prohibited. New bulk plants for the manufacture, use or storage of flammable or combustible liquids are prohibited. Bulk storage of liquefied petroleum gas is prohibited
- b. Bulk storage is hereby defined as a total of over one thousand (1,000) U.S. gallons capacity in any container or containers of liquefied petroleum gas or propane is prohibited. Notwithstanding the foregoing, the above ground storage of gasoline or fuel oil may be allowed when approved by a special use permit, provided said above ground storage meets the following requirements. Liquefied petroleum gas or propane is prohibited.
- c. EXCEPTION: Above ground storage of flammable or combustible liquids is not allowed except when approved by a special use permit meeting the following requirements:
  - i. A limit of one (1) tank, no larger than 2,000 U.S. Gallons.
  - ii. Cannot be located within 1,000 feet of residential property.
  - iii. Tank and dispensing equipment must meet all NFPA standard requirements and must have U.L. Underwriters) or Factory Mutual approval.
  - iv. Meet all requirements of Illinois State Fire Marshal.
  - v. Storage is prohibited inside any building.
  - vi. Leak containment must be 110% of the tank volume and must include any underground piping.
  - vii. Unprotected steel or fiberglass tanks are prohibited.
  - viii. A two (2) hour fire rated construction is required for tank construction to protect from exposure fires.
  - ix. Approved leak detection must be provided.
  - x. Spill containment must be provided.
  - xi. Approved protection will be provided around the tank to insure against damage from motor vehicles.
  - xii. Ordinary combustibles, i.e. wood, paper, cloth, trash, etc. must be kept a maximum of 20 (feet) away from all tank storage.
  - xiii. Approved only for storage of gasoline or fuel oil.

2. All Articles in the National Fire Protection Association's National Fire Code pertaining to flammable liquids (NFPA 30, Flammable and Combustible Liquids Code) other than the above shall be complied with.

## **CHAPTER VIII PROPERTY MAINTENANCE CODE**

**Section 800: Deletions and Amendments** The following deletions and amendments to the 2012 International Property Maintenance Code shall be incorporated into this chapter.

Section 101.1 Title. Amend this section to read as follows: These regulations shall be known as the Property Maintenance Code of the Village of Tinley Park, hereinafter referred to as “this code”.

Section 102.3 Application of other codes. Amend this section to read as follows: Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the adopted ICC Codes 2012 as indicated in the Tinley Park Building Code as amended. Nothing in this code shall be construed to cancel, modify or set aside any provisions of the Tinley Park Zoning Codes.

Section 111.1 Application for appeal: Delete this section and refer to Section 100.L of the Chapter I of this Code.

Section 111.8 Stays of enforcement. Amend as follows: Appeals of notice and orders (other than Imminent Danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the Building Committee.

Section 201.3 Terms defined in other codes. Amend as follows: Where terms are not defined in this code and are defined in the adopted Tinley Park Comprehensive Building Code as amended, such terms shall have the meanings ascribed to them as in those codes.

Section 302.4 Weeds. Amend as follows: All premises and exterior property shall be maintained free from weeds or plant growth in excess of eight (8) inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Each notice of violation shall be valid for entire calendar year.

Section 304.7 Roofs and drainage. Amend as follows: The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance and the discharge hose must be at least five (5) feet away from all property lines. Sump pump discharges must be directed to the rear of the property and must be at least ten (10) feet from property lines.

Section 304.14 Insect Screens. Amend as follows: During the period from April 15<sup>th</sup> to October 15<sup>th</sup>, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than sixteen (16) mesh per inch, and every screen door used for insect control shall have self-closing devices in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans are employed.

Section 602.3 Heat Supply. Amend as follows (not including exceptions): Every owner and operator of any building who rents, leases, or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof, shall supply the use of a heat during the period from September 1<sup>st</sup> to May 15<sup>th</sup> to maintain a temperature of not less than 68 degrees F in all habitable rooms, bathrooms and toilet rooms.

Section 602.4 Occupiable work spaces. Amend as follows: Indoor occupiable work spaces shall be supplied with heat during the period from September 1<sup>st</sup> to May 15<sup>th</sup> to maintain a temperature of not less than 65 degrees F during the period the spaces are occupied.

Section 603.1 Mechanical appliances. Amend as follows: All mechanical appliances, solid fuel-burning appliances, cooking appliances, cooling appliances, refrigeration appliances, freezing appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended functions.

### **302.3.1 Parking Lot and Private Commercial Roadways.**

It is the intent of this Section to provide a uniform guideline for the maintenance of, and subsequent submittal requirements for permits for the maintenance of, existing and future private and public parking lots and private roadways in the Village and for resurfacing and reconstruction.

#### **Definitions:**

- A. Parking Area: The parking area is to be defined as the pavement required for the number of parking stalls needed to accommodate the business customers and employees of the owners/tenants served by said parking lots as determined by Village ordinance and/or as determined and installed by the owner thereof, whichever is greater. The parking area covers striping, signage, lighting, drainage, and the ingress/egress areas to the business. The parking area also includes delivery and loading dock pavement. Related landscaped areas are also included.
- B. Street, Private: Any right of way or area set aside to provide vehicular access within a development that is not dedicated or intended to be dedicated by the Village and is also not maintained by the Village.
- C. Application: The parking area shall be inspected and evaluated in unison with the property owner. After inspection, if the following items are determined to exist the owner will be notified in writing of the deficiencies.

- 1) When the pavement begins to fail (i.e., potholes, severe settlement or heaving, tripping hazards, asphalt failure due to sub-base failure, severe cracking) as determined by the Code Compliance Officer or Department of Public Works.
- 2) When the pavement condition presents a hazard to vehicular and/or pedestrian traffic.
- 3) When curb and gutter and utility structures have failed.
- 4) When the striping and signage become unrecognizable or does not meet current standards.
- 5) When there is a change in use, or additions are being made.
- 6) When sidewalks become out of repair or dangerous (e.g. a difference in inches between any two adjacent slabs).
- 7) All pavements are to meet the minimum requirements of the Village of Tinley Park Development Ordinance, the IDOT Standard Specifications for Road and Bridge Construction, the International Property Maintenance Code, and the Illinois Accessibility Code, current editions.

D. Enforcement: After an inspection of the property deficiencies, a written notice of the deficiencies will be provided to the property owner for response.

E. Application/Submittal for Permit.  
A copy of the original approved design plans should be used for reference, where practical. The plan submittals are to delineate the proposed improvements including repair strategy, extent of repairs or modifications, and location. Four copies of the repair plans are to be submitted for review and comments, including a cost estimate.

F. Repairs

1) Pavement

- a) When pavement removal has been determined to be necessary (i.e.: severe alligating, potholes, etc.), the pavement is to be repaired in accordance with the Village Development Ordinance and the IDOT standard Specifications for Road and Bridge Construction, Section 440 Pavement Rehabilitation, current editions. The pavement shall be neatly saw cut before removal. The asphalt is to be removed and replaced with the required pavement cross-section. Should the sub-base be determined to be unstable, a proof roll may be required to determine the scope of repairs. If the sub-base is determined to be failing after the asphalt has been removed, then the appropriate repairs will be required.

- b) All patching areas will be re-graded and compacted. The saw cut asphalt edges require prime before the asphalt is replaced. For areas where the complete asphalt surface has been removed, aggregate prime coat shall be installed per the current specifications.
- c) All necessary milling to maintain drainage is to be shown in plan.
- d) Milling is required around any structure that is not to be adjusted or repaired.
- e) Milling is required where asphalt surface meets concrete surfaces.
- f) Milling is required along all B-6, 12 type curbs. Asphalt overlays within gutters are not permitted without Village approval.
- g) Milling is required along all "B" type curb if the height of the curb shall be 3 inches or less after the overlay.
- h) Milling of large cracks and sealing, the use of geo-textile fabric for alligatored areas and longitudinal cracks may be considered by the Village Engineer for less severe failures.
- i) A butt joint is required where existing pavement meets new pavement.
- j) Pavement area shall be mechanically swept clean before prime coat is applied at the required application rate. Apply prime, in advance of paving, following the Village of Tinley Park and IDOT specifications, current editions. The use of aggregate (sand) for prime is recommended if traffic will be allowed through the construction area.
- k) A geotechnical engineer is recommended to be present for all paving operations to verify that the proper compaction is being obtained. Paving is to be installed per the Village of Tinley Park and IDOT specifications, current editions.
  - 1) Concrete pavement shall be patched in accordance to the IDOT Standard Specifications for Road and Bridge Construction, Section 442 Pavement Patching, current edition.
  - 2) Manhole Structures (storm, sanitary, water)
    - a) All structures in the paved areas shall be reconstructed as necessary to maintain planned drainage and integrity of the structure.

- b) Broken or deteriorated adjusting rings shall be replaced. Two (2) adjusting rings totaling eight (8) inches maximum is required. Adjusting rings shall be of a recycled rubber material.
- c) All broken castings and lids shall be replaced.
- d) Adjustments to any valve vaults or sanitary sewer structures shall obtain the approval of the Public Works Department.
- e) Use of frame insets shall be permitted.
- f) Structures and manhole lids shall be cleaned after paving.

3) Curb and sidewalks

- a) All curb that is broken, not allowing proper drainage, missing, or creates a trip hazard is to be replaced.
- b) All sidewalk that is broken, missing, or creates a trip hazard shall be replaced.
- c) Spalled or deteriorated sidewalk shall be replaced when it fails to meet the **2021** edition of the International Property Maintenance Code
- d) Curb and sidewalk shall be replaced in accordance to the current Village Standards.

4) Lighting

- a) Lighting shall be verified after reconstruction of the parking lot to assure that damage has not occurred.

5) Signage and Striping

- a) Signage and Striping shall be updated to the current standards.
- b) The originally approved striping plans, including the required amount of handicapped parking stalls as specified by Chapter 11 of the 2021 edition of the ICC International Building Code, current edition of the Illinois Accessibility Code and the ADA, shall be used unless current standards require changes. Any changes to the plan not otherwise required by the Village shall be approved by the Building Department.

- c) Handicapped parking spaces and signs shall comply with Chapter 11 of the 2021 edition of the ICC International Building Code and current edition of the Illinois Accessibility Code.
  - d) Two (2) coats of paint are required for re-stripping applications.
  - e) All signposts shall conform to the current Village codes and/or standards and shall be plumb and securely embedded into the pavement.
  - f) All sign panels missing, illegible or lacking reflectivity shall be replaced to meet the current Village codes and/or standards.
- 6) Grading within the parking lot (islands)
  - a) All areas within the parking lot shall be graded to drain, and settled areas filled in.
  - b) Plans for any alterations to the existing parking lot islands shall be submitted for approval.
- 7) Traffic Control
  - a) It is the responsibility of the permit applicant to provide advance warning and safe access to the adjacent businesses during construction.
  - b) Proper notification shall be provided prior to the start of construction.
  - c) The construction area shall be properly barricaded, and any required informational signs shall be provided and maintained.
  - d) The storage of equipment and construction material shall be confined to areas that are well lit and properly barricaded. At no time shall the area block drainage areas, fire hydrants, fire lanes, or entrance/exits.

**302.8 Motor vehicles.** Except as provided for in other regulations, no inoperative, unlicensed or unregistered motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

**302.8.1 Motor vehicle parking.** No motor vehicle shall be parked on any lot unless parked on a concrete or asphalt driveway.

**308.4 Size of dumpsters/containers.** All dumpsters/containers shall be of sufficient size to accommodate all garbage and disposable items generated by the premises they serve for a minimum of one (1) pickup per week. If in the judgment of the Code Compliance Officer, the accumulation of garbage and disposable trash is consistently greater than the capacity of the provided dumpster/container, the Code Compliance Officer shall direct the responsible person to increase the size of the dumpster/container or increase the number of pick ups per week. Failure to comply shall be a violation of this code and result in the fines and penalties as prescribed by code.

**308.4.1 Dumpster Storage Areas.** All outdoor dumpster/container collection and storage areas shall be completely obscured from surrounding property by a solid screen six (6) feet in height constructed of masonry, wood, plastic, or material approved by the Code Compliance Officer and the dumpster/container must be set on a surface of concrete or asphalt. All existing storage areas not screened in accordance with this code shall comply within one (1) year of this code or within 6 months of notification by the code official. Any screened areas in a damaged condition, must be repaired within 14 days of such notification by the Code Compliance Officer. Failure to obtain an extension to make repairs after the 14 days shall require the area to conform to this code. Construction dumpsters stored on site for a temporary period not exceeding 60 days need not conform to this code.

**309.1 Infestation.** All structures shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved processes (by a licensed qualified contractor) that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent re-infestation. A copy of the most recent exterminator's report is required, as proof of service.

**309.1.1 Proof of Extermination**

The owner of any rental unit shall provide proof that the unit had been exterminated prior to tenant occupying unit, if requested.

**404.5 Overcrowding**

The number of persons occupying a dwelling unit shall not create conditions that, in the opinion of the Building Official, endanger the life, safety or welfare of the occupants.

**404.5.2 Area for sleeping purposes:** Only rooms designated as bedrooms may be occupied for sleeping purposes and/or considered to be rooms occupied for sleeping purposes. Every room occupied for sleeping purposes (bedroom) shall contain at least fifty (50) square feet of floor area for each occupant thereof.

**Section 810 Boarding Standards** All boarding sheets shall be painted an approved color. The maximum time for any boarding shall be eight (8) weeks.

**Appendix A (Boarding Standards)** shall be considered part of this code.

## **CHAPTER IX - MAINTENANCE OF PUBLIC STREETS AND RIGHT-OF-WAYS**

### **SECTION 900 – CLEANING OF STREETS**

#### **A. General**

The current adopted Village of Tinley Park Code of Ordinances is hereby incorporated into this Code, and is as effective and binding as if fully set forth herein.

### **SECTION 901 – STREET & ALLEY LITTERING**

All streets and alleys adjoining the construction site shall be kept clean and free of all mud, waste, and debris caused by construction operations. Such materials shall be removed from the public way immediately.

### **SECTION 902 - RESPONSIBILITY**

The applicant to whom a building permit has been issued shall be responsible for policing all streets and alleys adjoining the site of his operations and he shall be liable for any fines or penalties relating to Sections 900, 901, 903 and 904.

### **SECTION 903 – SPOIL PILES, EXCESS EARTH, BUILDING MATERIALS, ETC.**

Streets and public right-of-ways shall not be used for storage of these materials and they shall be deposited away from the right-of-way a sufficient distance to prevent sliding, spilling, or washing onto public property.

### **SECTION 904 – DUMPSTERS, CONTAINERS FOR DEBRIS, ETC.**

No dumpsters, or other containers for debris, shall be placed on, or shall project into, any improved street or public right-of-way.

### **SECTION 905 – RESTORATION OF STREETS, PARKWAYS AND CURBS.**

1. Any work or storage of building materials that damages Village of Tinley Park Curbs, grassed Parkways and public sidewalk shall be removed and replaced to the existing standard previous to the damage.

2. Grassed parkways shall be sodded and shall be the sole responsibility of the homeowner to water and maintain until sod has root establishment.

## **CHAPTER X – ACCESSIBILITY STANDARDS**

### **SECTION 1000 - GENERAL**

The current provisions of "accessibility standards" adopted by the State of Illinois Capital Development Board and the State of Illinois Accessibility Code ~~1997~~ 2018 edition and Chapter 11 International Building Code ~~2012~~ are hereby adopted as the standards of minimum requirements for facilities for disabled persons in public buildings, and each and all of the regulations, provisions, conditions and terms of the aforesaid provisions are hereby referred to, adopted and made a part hereof, as if fully set out in this Ordinance.

### **SECTION 1001 – GENERAL - DESIGN**

Buildings and facilities shall be designed and constructed to be accessible in accordance with the current edition of the State of Illinois Accessibility Code and Chapter 11 of the International Building Code ~~2012~~ 2021 and the 2009 ICC A117.1.

### **SECTION 1002 – PLANS & SPECIFICATIONS**

No building permit or other official authorization for construction by any person is valid unless said building permit recites that the plans and specifications for such structure meets the minimum accessibility requirements provided for by this Ordinance.

### **SECTION 1003 - AUTHORITY**

Any person, firm, or corporation violating any of the provisions of this Ordinance shall upon conviction be fined not less than One Hundred (\$100.00) Dollars, nor more than Seven Hundred Fifty (\$750.00) Dollars. A separate offense shall be deemed committed on each day during, or on which, a violation occurs or continues.

## **CHAPTER XI - DANGEROUS AND ABANDONED BUILDINGS AND STRUCTURES**

### **SECTION 1100 - DEFINITIONS**

As used in this Chapter, the following words and terms shall have the meanings prescribed herein:

#### Abandoned Building or Structure

- A. Any vacant building which is frequented by persons who are not lawful occupants of such structure.

- B. Any vacant building which, by reason of lack of maintenance, or by reason of the boarding up of its doors and windows, or other reasons, has a substantial adverse effect on the value of the property in the immediate neighborhood.
- C. A building or structure, the principal use of which has been abandoned, and that no longer has any function or use.
- D. Any vacant building which has had its doors or windows boarded up for emergency reasons for a period of in excess of eight (8) weeks.

#### Building or Structure

Includes anything constructed or erected, the use of which requires permanent or temporary location on or in the ground including, but not limited to, buildings of all types and use groups, advertising signs, billboards, swimming pools, sheds, garages, fences or any other manmade structure.

#### Dangerous Building or Structure

- A. Any building or structure which is dangerous to the public health or safety because of its construction or condition, or which may cause or aid in the spread of disease or which may become a harborage for rodents or other animals, or which may cause injury to the occupants thereof or of a neighboring building or structure.
- B. Any building or structure which, because of faulty construction, age, lack of proper repair or any other cause, constitutes or creates a fire hazard.
- C. A building or structure, the principal use of which has been abandoned, and that no longer has any function or use.
- D. Any vacant building which has had its doors or windows boarded up for emergency reasons for a period of in excess of eight (8) weeks.

### **SECTION 1101 – NUISANCE DECLARED**

Any dangerous or abandoned building or structure, as defined by Section 1200 of this Chapter, within the Village is hereby declared to be a nuisance.

### **SECTION 1102 – MAINTENANCE/OCCUPANCY OF DANGEROUS OR ABANDONED BUILDINGS OR STRUCTURES**

It shall be unlawful to maintain or permit the existence of any dangerous or abandoned building or structure in the Village, and it shall be unlawful for the owner, occupant or person in custody

of any dangerous building to permit the same to remain in a dangerous condition, or to occupy such building or permit it to be occupied while it is or remains in a dangerous condition.

### **SECTION 1103 – OCCUPYING UNSANITARY BUILDINGS OR STRUCTURES**

It shall be unlawful to occupy for human habitation any building or structure which is declared by the Property Code Compliance Officer, or Health Officer and State Certified Plumbing Inspector to be unfit for such habitation by reason of defective sanitary conditions until such conditions have been remedied and the premises approved by the Property Code Compliance Officer or Health Officer as fit for occupancy.

### **SECTION 1104 – ACTION BY VILLAGE OFFICIALS**

- A. Notice: Whenever it shall come to the knowledge of the Building Official, or any Village Inspector, that a building or structure is in a dangerous or abandoned condition, such official shall affix a notice on the building or structure, in a conspicuous place on the exterior wall thereof, informing all persons to keep out of said building.
- B. Evacuation of Building: Whenever it shall come to the knowledge of the Building Official, or any Village Inspector that a dangerous building exists with structural faults that may cause the imminent collapse of the said building, or if any building is in such condition as to make it dangerous to the health, morals, safety or general welfare of its occupants, or that other conditions exist of an emergency nature which may cause the death or injury of the occupants thereof, such officer shall order the immediate evacuation of the occupants from any such building.
- C. Emergency Repair, Vacation or Demolition: In cases where it reasonably appears that there is immediate danger to the life or safety of any person, unless a "dangerous building or structure", as defined herein, is immediately repaired, vacated or demolished, the Building Official or his designee shall cause the immediate repair, vacation or demolition of such dangerous building or structure. The costs of such emergency repair, vacation or demolition shall be collected in the same manner as provided in Section 1209.

### **SECTION 1105– AUTHORITY TO CLOSE BUILDING, SUSPEND OR REVOKE LICENSE**

- A. The Building Official or any Village Inspector may order that no person shall be permitted to enter, occupy or use a dangerous building or structure or any portion thereof until the same shall have been made safe and habitable, and may post such order in a conspicuous place on the exterior of such building or structure. No person shall enter, occupy or use (except for the purpose of repairing and making safe) any building or structure, or portion thereof, after the posting of such notice until such building or structure or portion thereof shall have been made safe and habitable.
- C. If any building or structure or portion thereof which is dangerous or abandoned shall be devoted to any purpose requiring a license, the license may be suspended in accordance

with the Municipal Code pending the making of repairs; the Village may begin revocation proceedings the regard to such license if the owner or person having an interest in such dangerous or abandoned building or structure or portion thereof fails to make the same safe immediately and at the Owner's expense.

## **SECTION 1106 – COST TO OWNERS**

If work has been done and expense incurred by the Village in connection with the repair and demolition of any dangerous building or structure as provided herein, a bill for such expense shall be rendered by the Village to the owner, lessee, occupant or agent of the property. The Village may refuse to issue a permit for the reconstruction, alteration or repair of any such building or portion thereof until the expenditures incurred by the Village on account of such repairs or demolition have been repaid.

## **SECTION 1107 – BOARDING UP BUILDINGS**

- A. Every owner or occupant of a building shall maintain all doors and windows therein with glass or such other glazing materials as are permitted by the Village of Tinley Park Comprehensive Building Code.
- B. No owner or occupant of a building shall enclose, nor permit the enclosure, of any door or window by enclosing or covering any door or window with plywood, masonite, particle board or other lumber product (so-called boarding-up).
- C. Nothing in this Chapter shall prohibit:
  - 1. The boarding-up of buildings damaged by fire, tornado or other catastrophe for a period not to exceed eight (8) weeks, provided, however, the period of such permitted board-up may be extended by the Building Official.
  - 2. The Chiefs' of Police and Fire Department, Building Official or any Village Inspector, from causing a building to be boarded up when it is otherwise authorized by law for such official to do so, or when the public health, safety and welfare are endangered by the condition of any such building. Refer to Appendix A of IPMC and Chapter 8 for Boarding Standards.

## **SECTION 1108 - ABATEMENT**

- A. The Building Official or any Village Inspector may, prior to the action of the Board of Trustees authorized in Section 1209 hereof, give written notice to the owner or owner's agent of a dangerous or abandoned building or structure, as defined herein, to repair or demolish it within fifteen (15) days. Where, upon diligent search, the identity or

whereabouts of the owner or owner's agent of any building or structure is not ascertained, notice mailed to the person or persons in whose name such real estate was last assessed is sufficient notice under this Section.

- B. If, at the end of no less than thirty (30) days from the date of the aforesaid written notice, the owner or owner's agent has failed to take positive action to put such building or structure in a satisfactory condition or to demolish it, the Building Official, or their designee shall notify the Village Manager of such failure, and the Village Manager shall advise the President and Board of Trustees that a dangerous or abandoned building or structure exists and that no action has been taken by the owner or owner's agent after written notice to repair or demolish it.

## **SECTION 1109 – COURT PROCEEDINGS**

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

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

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

## **SECTION 1110 – ALTERNATIVE ACTIONS**

In addition to the other remedies provided for herein, the Village may proceed in accordance with the provisions of Chapter 24 of the Illinois Revised Statutes, or may pursue any other remedy provided by law.

## **SECTION 1111 - PENALTY**

The violation of any provision of this Chapter shall be punished by a fine of not less than One hundred dollars (\$100.00), nor more than seven hundred fifty dollars (\$750.00). Each day a violation of any provision of this Chapter shall continue shall constitute a separate offense. Imposition of any penalty for a violation of this Chapter shall not be construed as a waiver of the right of the Village to collect the costs of demolition or repair of any dangerous or abandoned building or structure as provided by the provisions of this Chapter.

# **CHAPTER XII- DEMOLITION OF BUILDINGS AND STRUCTURES**

## **SECTION 1200 – GENERAL REQUIREMENTS**

### **A. Scope.**

The rules and regulations of this section shall apply to all buildings and structures or portions thereof, which are to be demolished or removed from the site.

License required. All contractors engaged in the demolition of buildings or structures shall be licensed by the Village of Tinley Park, Cook and Will Counties, Illinois to perform such work.

Bond required. All contractors engaged in the demolition of buildings or structures, prior to issuance of any permit shall furnish to the Village a bond in amount of \$20,000.00, secured by a surety company which is acceptable to the Village of Tinley Park, Illinois. Bond shall be payable to the Village and shall, in effect, guarantee that contractor will comply with all requirements of this code and all applicable Village ordinances and codes.

### **B. Permits**

A permit is required for all work covered by this Chapter.

Exception: The removal of sheds, fences, decks, gazebos and aboveground pools.

## **SECTION 1201 – PROCEDURES**

A. Service Connections:

The Owner or Designated Agent shall be responsible for complying with all County and IEPA requirements. Before a permit to demolish can be issued, the owner or agent shall notify all utility companies having service connections to the building, i.e.; electric, gas, telephone and other connections.

B. Water and Sewer Connections:

All water service lines, sanitary and storm sewers shall be disconnected and removed or severed at the main. After lines are disconnected do not backfill until work has been approved by Public Works Department of the Village of Tinley Park.

Notify the Village Department of Public Works twenty-four (24) hours in advance before making any water or sewer disconnections. All water meters shall be returned to the Department of Public Works.

C. Removal of Materials:

All wood and other combustible and organic materials shall be removed from the site. All excess building materials shall be removed from the site.

D. Backfilling:

All excavations shall be filled-in, level with existing grades, with clean earth, sand, Site shall be leveled off to provide suitable drainage. Site shall also be seeded and blanketed.

E. Storage Tanks

Non-hazardous materials. Septic tanks and cisterns and other underground tanks not containing hazardous materials shall be removed and excavation backfilled or tanks shall be completely filled with lake sand.

Hazardous materials. Underground storage tanks used for storage of hazardous, flammable, combustible or other materials listed by the current "Illinois Right-to-Know Law" shall be removed from the premises within ninety (90) days of Abandonment". A copy of the State Fire Marshal's permit shall be provided to the Village of Tinley Park.

F. Curbs and Public Walks

Upon completion of work, all existing public walks, curbs and/or Village right-of-ways shall be restored to a safe and useable condition.

G. Street Openings, etc.

Openings, excavation or tunneling of any street, alley or other public place in the Village shall be in compliance with CHAPTER IV, Section 400 D.

## CHAPTER XIII PERMIT AND INSPECTION FEES

### SECTION ~~1400~~ 1300 - FEE SCHEDULE

Refer to Village of Tinley Park Municipal code. Table of Special Ordinances Table XI  
Comprehensive fee schedule

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

#### SECTION 1401 – GENERAL BUILDING

##### A. Building Permit

Work Costing:

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

##### B. Plan Check Fees

Work Costing:

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

C. Inspection Fees for Inspections Made by Building Official

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

D. Certificate of Occupancy and Compliance:

The Fees for Certificates of Occupancy and Compliance shall be \$25.00

Condo Conversion Fee shall be \$25.00 per unit in each building

F. Payment of Fees:

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

1. The Plan Check Fee and/or Filing Fee may be waived at the discretion of the Building Official.

2. Inspection Fees shall be not waived without approval of the respective inspector.

**SECTION 1402 – PLUMBING, SEWER & WATER DISTRIBUTION**

A. Inspection Fees:

For each fixture \$5.00

For each sprinkler system \$15.00 each

plus .50 each for each sprinkler head.

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

Minimum Inspection Fee \$50.00

B. Water Tap Fees:

The fees for water tapping are as follows:

See section Table XI Comprehensive fee schedule specifically section I-XI-VI: PUBLIC WORKS for residential and commercial water tap fees.

<u>Building</u>	<u>Size of Service</u>	<u>Tap Fee</u>
Water taps	1"	\$ 6,000.00
Water taps	over 1"	\$ 100.00 per inch

**SECTION 1403 – FIRE & BURGLAR ALARM** \$50.00 ea.

**SECTION 1404 – SWIMMING POOLS**

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

**SECTION 1405 – DRIVEWAYS, WALKWAYS, PATIOS & BRICK MAILBOXES**

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

**SECTION 1406 – ACCESSORY STRUCTURES**

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

**SECTION 1407 - SIGNS**

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

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

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

**SECTION 1408 – ELEVATOR INSPECTIONS**

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

#### **SECTION 1409 – PUBLIC IMPROVEMENTS**

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

#### **SECTION 1410 – SINGLE & MULTI FAMILY (by units) ALL INCLUSIVE FEES FOR CERTAIN ITEMS**

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

#### **SECTION 1411 – MISCELLANEOUS INSPECTIONS**

The fee for any item not covered by the provisions of this CHAPTER shall be commensurate with the costs incurred by the Village.

#### **SECTION 1412 – ELECTRICAL SERVICE FEES**

##### **A. New Services**

100 Ampere	30.00
200 Ampere	40.00
400 Ampere	60.00
600 Ampere	70.00
800 Ampere	80.00
1200 Ampere	120.00
1600 Ampere	140.00
2000 Ampere	160.00
3000 Ampere	180.00
4000 Ampere	225.00

##### **B. 15 & 20 Ampere Branch Circuits**

0-50	5.00 each
51 or more	2.50 each
Branch circuits exceeding 20 Amperes	8.00 each

##### **C. Motors-Commercial, Industrial & Multi-Family**

1 <sup>st</sup> Motor or Appliance	\$12.00
Each additional	\$ 6.00

D. Electrical Lamp Posts \$10.00 each pole

E. Plan Examination Fee \$50.00 per hour

### **SECTION 1413 GRADING DEPOSITS**

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

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

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

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

**SECTION 1414 – LAWN & SPRINKLER FEES** \$50.00

**SECTION 1415 – FIREPLACE PERMITS** \$50.00

**SECTION 1416 – RESIDENTIAL CENTRAL AIR OR HEATING SYSTEM** \$50.00

**SECTION 1417 - COMERCIAL CENTRAL AIR OR HEATING SYSTEMS** \$75.00

**SECTION 1418 – ATTACHED & DETACHED GARAGE PERMITS** \$125.00

**SECTION 1419 - FEES & DOCUMENTS REQUIRING FILING WITH COUNTY  
RECORDER OF DEEDS** \$50.00

### **SECTION 1420 - PENALTIES**

Any person or persons who violate any provision of the Tinley Park Comprehensive Building Code which requires that they apply for a permit before commencing any or all construction covered in said Building Code shall be personalized in an amount equal to double the applicable fee or fees. Nothing in this section shall be construed to limit such other legal remedies as may be available to the Village under other provisions of this Building Code or as otherwise provided by law.

### **SECTION 7**

## **Interpretation**

1. In their interpretation and application, the provisions of this code shall be held to be the minimum requirements for the promotion of the public health, safety and welfare.
2. Where the conditions imposed by a provision of this code upon the construction, alteration or maintenance of buildings or structures are either more restrictive or less restrictive than comparable conditions imposed by any other provision of this code or of any other applicable law, ordinance, resolution, rule or regulation, the regulations which are more restrictive or which impose higher standards or requirements shall govern.
3. This code is not intended to abrogate any easement, covenant or any other private agreement, provided that where the regulations of this code are more restrictive or impose higher standards or requirements than such easement, covenant or other private agreement, the requirements of this code shall govern.
4. No building or structure which was not lawfully existing at the time of the effective date hereof shall become or be made lawful solely by reason of the adoption of these provisions; and to the extent that, and in any manner that such building or structure is in conflict with the requirements of this code, said building or structure remains unlawful hereunder.
5. Nothing contained in this code shall be deemed to be a consent, license or permit to locate, construct or maintain any building, structure or facility, or to carry on any trade, industry, occupation or activity.

## **SECTION 8**

### **Validity**

That if any section, subsection, sentence, clause or phrase of this legislation is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Village of Tinley Park hereby declares that it would have passed this law, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

## **SECTION 9**

### **Saving Clause**

That nothing in this legislation or in the Building Code of Tinley Park (2022) hereby adopted shall be construed to affect any suit or proceedings impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 1 of this law; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this legislation.

## **SECTION 10**

**Effective Date**

That the Village Clerk is hereby ordered and directed to cause this legislation to be published.  
That this law and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect from and after the date of its final passage and adoption.

**PASSED** this 1<sup>st</sup> day of November, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 1<sup>st</sup> day of November, 2022, by the President of the Village of Tinley Park.

By: \_\_\_\_\_  
Village President

ATTEST:

By: \_\_\_\_\_  
Village Clerk

**PAMPHLET**

**BACK OF PAMPHLET**

**ORDINANCE NO. 2016-O-055**

**ESTABLISHING MINIMUM REGULATIONS GOVERNING THE DESIGN,  
CONSTRUCTION, ALTERATION, RELOCATION, ENLARGEMENT,  
EQUIPMENT, REPAIR, DEMOLITION, REMOVAL, CONVERSION, USE AND  
MAINTENANCE OF ALL BUILDINGS AND STRUCTURES; PROVIDING FOR  
THE ISSUANCE OF PERMITS, COLLECTION OF FEES, MAKING OF  
INSPECTIONS; PROVIDING PENALTIES FOR THE VIOLATION THEREOF FOR  
THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS.**

Published in pamphlet form by Order of the Corporate Authorities of the Village of  
Tinley Park, Cook and Will Counties, Illinois.



## **Exhibit #2**

### **Building Code Municipal Comparisons.**

<b>Village / Municipality</b>	<b>Adopted Code</b>	<b>Year adopted</b>	<b>Electrical Code</b>
Oak Forest	2018	April 2018	2018 Chicago Elec.Code
Frankfort	2012	May 2018	2017 NEC
Orland Park	2018	July 2019	2017 NEC
Mokena	2018	May 2019	2017 NEC
Joilet	2015	September 2018	2014 NEC
Oak Lawn	2018	July 2021	2018 Chicago Elec. Code.
New Lenox	2018	July 2019	2017 NEC



# Interoffice Memo

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**Date:** October 18, 2022

**To:** Committee of the Whole

**From:** Michael J. Coleman AIA NCARB – Building Official

**Subject:** **Exhibit 3:** Significant changes to the 2022 Village of Tinley Park Code based on adoption of 2021 IBC, 2021 IMC, 2021 IFC, 2021 IFGC and 2018 IECC

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## 2021 IBC Building Code:

1. Building areas charts IBC Tables have been revised to provide more specific detailed information based on specific building types break down whether a building is single story, multi-story, sprinkled per NFPA 13 or 13D or non-sprinkled. The model IBC code 2012 edition required the architect to provide specified calculations based on sprinkler coverage or frontage, these calculations are now provided in a basic format in the code.
  - IBC Table 504.3 Allowable building heights
  - IBC Table 504.4 Allowable stories above grade plane
  - IBC Table 506.2 Allowable area factors based on whether building is a single or multi story building, sprinkled or non- sprinkled.
2. Additional types of construction being added in the 2021 IBC. Type IV-A, IV-B and IV-C. In basic definition these construction types are for mass heavy timber sections and shall be fire protected with non-combustible elements. Specifically, the fire rating of the heavy timber elements shall be calculated without the supported documentation of a sprinkler system such as hourly reductions based on sprinkler protection.
3. Additional occupancies have been added in the Occupancy section of the IBC specifically storm shelters for Educational units, higher education laboratories and water, sewer treatment plants
4. Several occupancies have been subject to more detailed code requirements under: “special occupancies” such as motor vehicle repair facilities, ambulatory care facilities and storm shelters.

## 2021 IMC Mechanical Code:

1. Commercial laundry facilities are now a listed occupancy under very specific air ventilation requirements.
2. Residential uses in a multi-family building require a min. 15 cfm / person for outdoor air quality. or 35% of total air flow per hour.

## 2021 IFC Fire code:

1. The 2021 IFC has focus some consideration in building or tenant staff training for emergency planning. The code specifically focuses on Group I occupancy such as hospitals, memory care and day care applications. To be more specific in Group I-1 applications, Fire safety evacuation plan for procedures in full evacuation, and in group I-1 Condition 2 such as custodial care units with occupants who need limited verbal and physical instructions whom can be evacuated to adjacent smoke compartment and to the exterior exit doors.
2. Storage is now prohibited in the elevator cars and elevator machine rooms. Only materials needed for the continuous operation of the elevator system shall be stored in a machine room.

3. Existing language revised to assist in calculating min. number of exits from floors including occupied roofs.
4. Quick response sprinklers are now required in Occupancy type I-2 (hospitals, nursing homes etc.) in rooms with gas fired equipment within a smoke compartment of a building plan.
5. Emergency and standby power systems and equipment supplied by a fuel lines shall be protected with a 2-hour membrane protection unless the building is sprinklered throughout per NFPA 13 req. If a fire-resistant pipe protection materials or system is used the system shall be tested and approved per U.L 1489

**2018 IECC Energy Code:**

1. Specific requirements are now introduced for supply & return ducts partially or fully concealed in attic insulation
2. The energy code is now stating some regulations about sealing of ducts however the model mechanical code addressed that some three cycle ago in the 2012 edition of the IMC.
3. Specific code language now introduced for HVAC system provided to provide hydronic driveways melting systems, ice melting systems on roofs and eaves and freeze protection requirements for piping. Please these specific requirements fall under the commercial applications in mixed use buildings.
4. Specific guidelines of when the 2018 IECC can be regulated during a mixed-use application. Any commercial applications shall be designed following the commercial guidelines whereas the residential dwelling unit req. would follow the residential provisions of the code. This was not specifically stated in the 2012 IECC.

Staff Direction Request:

1. Approve adoption and amendments for the adoption of the 2021 IBC, IMC, IFC, IFGC and the 2018 IECC into the new Title XV Chapter 155 Comprehensive building code.
2. Direct Staff as necessary.





# Interoffice Memo

**Date:** October 18, 2022

**To:** Village Board of Trustees

**From:** Anne Sortino, Management Analyst

**Subject:** Business License Code Amendments

After review of the current practices of other comparable municipalities, it has become evident that the Village of Tinley Park's business license fee schedule is outdated. Across the board, our license fees are significantly less than what is practiced in other communities. The Village aims to be competitive in the market, but furthermore, we also want to ensure we are covering the administrative costs of handling business licensing. Staff spends a significant amount of time processing renewals annually, working with businesses who have changes throughout the year, and administering the municipal code as it relates to business licensing. Therefore we are looking to update our business license fee schedule.

Below are tables that demonstrate our current and proposed business license application and renewal fees. It is standard practice for municipalities to establish business license fees based on square footage of a business and/or the type of business.

Tinley Park Business License Fee Schedule Proposal: Square Footage												
	1 - 1,500 sq. ft.	1,500 - 3,000 sq. ft.	3,001 - 6,000 sq. ft.	6,001 - 9,000 sq. ft.	9,001 - 12,000 sq. ft.	12,001 - 15,000 sq. ft.	15,001 - 20,000 sq. ft.	20,001 - 30,000 sq. ft.	30,001 - 40,000 sq. ft.	40,001 - 60,000 sq. ft.	60,001 - 80,000 sq. ft.	80,001+ sq. ft.
Tinley Park - Current	\$ 35.00	\$ 60.00	\$ 80.00	\$ 100.00	\$ 130.00	\$ 150.00	\$ 170.00	\$ 200.00	\$ 240.00	\$ 300.00	\$ 370.00	\$ 450.00
Tinley Park - Proposed	\$ 60.00	\$ 80.00	\$ 105.00	\$ 125.00	\$ 160.00	\$ 180.00	\$ 205.00	\$ 250.00	\$ 300.00	\$ 400.00	\$ 500.00	\$ 600.00

Tinley Park Business License Fee Schedule Proposal: Business-Specific Annual Fees							
	Archery Range	Ambulance Services	Athletic Exhibitions (Per Day)	Auctioneer (Per Auctioneer/ Per Day)	Auto Dry Cleaning Machine	Billard & Pool Tables (Per Table)	Bowling Alley (Per Lane)
Tinley Park - Current	\$ 50.00	\$ 30.00	\$ 50.00	\$ 15.00	\$ 25.00	\$ 50.00	\$ 15.00
Tinley Park - Proposal	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 50.00	\$ 75.00	\$ 30.00

Tinley Park Business License Fee Schedule Proposal: Business-Specific Annual Fees							
	Carnivals (Per Day)	Car Wash (Self-Serve)	Cigarette & Tobacco Dealer (Plus sq. ft.)	Circus (Per Day)	Circus Sideshow & Concessions (Per Day)	Dance Open to the Public (Each Dance)	Day Care Center (Less than 100 Enrollment)
Tinley Park - Current	\$ 100.00	\$ 100.00	\$ 45.00	\$ 200.00	\$ 10.00	\$ 50.00	\$ 60.00
Tinley Park - Proposal	\$ 150.00	\$ 150.00	\$ 100.00	\$ 250.00	\$ 25.00	\$ 75.00	\$ 75.00

Tinley Park Business License Fee Schedule Proposal: Business-Specific Annual Fees							
	Daycare Center (More than 100 Enrollment)	Dry Cleaners	Dry Cleaning Machine for Public Use (Per Machine)	Firearm Dealer	Fireworks (Outdoor)	Flea Market	Fuel Oil Dealer- Storing or Selling (Plus \$10 Per vehicle)
Tinley Park - Current	\$ 100.00	\$ 100.00	\$ 25.00	\$ 250.00	\$ 500.00	\$ 400.00	\$ 50.00
Tinley Park - Proposal	\$ 150.00	\$ 150.00	\$ 75.00	\$ 350.00	\$ 600.00	\$ 450.00	\$ 100.00

Tinley Park Business License Fee Schedule Proposal: Business-Specific Annual Fees							
	Food Dealer (Mobile/Temporary, Per vehicle)	Funeral Directory/ Funeral Home	Go Cart Track	Golf Course (Plus Square Footage)	Golf Practice/ Driving Range	Hospital/ Immediate Care Center	Hotel/Motel
Tinley Park - Current	\$ 35.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 50.00	\$100, + \$3 per bed	\$100 +\$15 per unit
Tinley Park - Proposal	\$ 75.00	\$ 150.00	\$ 150.00	\$ 250.00	\$ 100.00	\$ 400.00	\$ 500.00

Tinley Park Business License Fee Schedule Proposal: Business-Specific Annual Fees							
	House Mover	Kiddy-Land Amusement Park	Limousine	Livery Stable	Junk/Salvage Dealer	Laundromats	Liquidation Sales
Tinley Park - Current	\$ 50.00	\$ 50.00	\$ 50.00	\$ 100.00	\$ 50.00	\$ 110.00	\$ 10.00
Tinley Park - Proposal	\$ 80.00	\$ 200.00	\$ 75.00	\$ 150.00	\$ 100.00	\$ 160.00	\$ 75.00

Tinley Park Business License Fee Schedule Proposal: Business-Specific Annual Fees							
	Miniature Golf Course	Menageries (Petting Zoo)	Nursing Home (Up to 99 Beds)	Nursing Home (100 to 149 Beds)	Nursing Home (Over 150 Beds)	Pawn Broker	Petroleum Products (Bulk Storage)
Tinley Park - Current	\$ 50.00	\$ 20.00	\$ 110.00	\$ 150.00	\$ 200.00	\$ 200.00	\$ 100.00
Tinley Park - Proposal	\$ 100.00	\$ 75.00	\$ 175.00	\$ 200.00	\$ 250.00	\$ 275.00	\$ 175.00

Tinley Park Business License Fee Schedule Proposal: Business-Specific Annual Fees							
	Public Weigh Master	Pyrotechnics (Indoor)	Ready Mix Plants	Rooming House	Scavenger	Theatres (Indoor/Outdoor)	Travel Agency
Tinley Park - Current	\$ 40.00	\$ 500.00	\$ 50.00	\$ 40.00	\$ 300.00	\$ 400.00	\$ 40.00
Tinley Park - Proposal	\$ 75.00	\$ 600.00	\$ 100.00	\$ 75.00	\$ 400.00	\$ 650.00	\$ 75.00

Tinley Park Business License Fee Schedule Proposal: Business-Specific Annual Fees			
	Taxi Cabs	Towing	Valet
<b>Tinley Park - Current</b>	\$ 150.00	\$ 200.00	\$ 100.00
<b>Tinley Park - Proposal</b>	\$ 200.00	\$ 250.00	\$ 150.00

Tinley Park Business License Fee Schedule Comparison: Coin Operated Devices (Per Machine)								
	Amusement Devices/ Video Games	Cigarette Machines	Food/Bev/Ice Dispensers (10¢ or Less)	Food/Bev/Ice Dispensers (11¢ or More)	Laundromats	Music Devices/ Juke Boxes	Scales	Other Vending
<b>Tinley Park - Current</b>	\$ 50.00	\$ 40.00	\$ 5.00	\$ 20.00	\$ 2.50	\$ 50.00	\$ 5.00	\$ 15.00
<b>Tinley Park - Proposed</b>	\$ 100.00	\$ 75.00	\$ 35.00	\$ 50.00	\$ 10.00	\$ 80.00	\$ 20.00	\$ 50.00

Attached are spreadsheets that lay out the current business license fee schedules of communities similar to the Village of Tinley Park, as well as larger copies of the above tables. We assessed our proposed fee schedule based on the rates used by these comparable communities.

Should the Village Board be agreeable to the recommended fee schedule, it will be placed on the November 1, 2022 Village Board meeting for approval.

As you can see above, the increases only range about \$15 - \$250. Staff is seeking input from the Board, so we can move forward and formally approve the new fee schedule at the November 1<sup>st</sup> Village Board meeting. The new fee schedule will immediately go into effect with the upcoming business license renewals for 2023.

Tinley Park Business License Fee Schedule Comparison:												
	Square Footage											
	1 - 1,500 sq. ft.	1,500 - 3,000 sq. ft.	3,001 - 6,000 sq. ft.	6,001 - 9,000 sq. ft.	9,001 - 12,000 sq. ft.	12,001 - 15,000 sq. ft.	15,001 - 20,000 sq. ft.	20,001 - 30,000 sq. ft.	30,001 - 40,000 sq. ft.	40,001 - 60,000 sq. ft.	60,001 - 80,000 sq. ft.	80,001+ sq. ft.
Tinley Park	\$ 35.00	\$ 60.00	\$ 80.00	\$ 100.00	\$ 130.00	\$ 150.00	\$ 170.00	\$ 200.00	\$ 240.00	\$ 300.00	\$ 370.00	\$ 450.00
Orland Park	\$ 75.00		\$ 105.00	\$ 135.00	\$ 165.00	\$ 195.00	\$ 240.00	\$ 295.00	\$ 360.00	\$ 450.00	\$ 675.00	\$ 825.00
Oak Lawn	\$ 75.00	\$ 130.00	\$ 173.00	\$ 215.00	\$ 269.00	\$ 300.00	\$ 365.00	\$ 430.00	\$ 515.00	\$ 644.00	\$ 794.00	\$ 965.00
Palos Park	\$ 70.00	\$ 90.00	\$ 105.00	\$ 120.00	\$ 135.00	\$ 165.00	\$ 200.00	\$ 230.00	\$ 260.00	\$ 325.00	\$ 456.00	\$ 465.00
	Up to 2,000 sq. ft.	Up to 4,000 sq. ft.	Up to 6,000 sq. ft.	Up to 8,000 sq. ft.	Up to 10,000 sq. ft.	Up to 12,000 sq. ft.	Up to 14,000 sq. ft.	Up to 16,000 sq. ft.	16,001+ sq. ft.			
Orland Hills	\$ 160.00	\$ 320.00	\$ 480.00	\$ 640.00	\$ 800.00	\$ 960.00	\$ 1,120.00	\$ 1,280.00	\$ 1,440.00	\$ 1,440.00	\$ 1,440.00	\$ 1,440.00
	Up to 10,000 sq. ft.					Up to 43,560 sq. ft.				\$217,800 sq. ft.		
Lemont	\$ 100.00					\$ 300.00				\$ 500.00		
Joliet	\$ 100.00					\$ 410.00				\$ 930.00		

Tinley Park Business License Fee Schedule Proposal: Square Footage												
	1 - 1,500 sq. ft.	1,500 - 3,000 sq. ft.	3,001 - 6,000 sq. ft.	6,001 - 9,000 sq. ft.	9,001 - 12,000 sq. ft.	12,001 - 15,000 sq. ft.	15,001 - 20,000 sq. ft.	20,001 - 30,000 sq. ft.	30,001 - 40,000 sq. ft.	40,001 - 60,000 sq. ft.	60,001 - 80,000 sq. ft.	80,001+ sq. ft.
Tinley Park - Current	\$ 35.00	\$ 60.00	\$ 80.00	\$ 100.00	\$ 130.00	\$ 150.00	\$ 170.00	\$ 200.00	\$ 240.00	\$ 300.00	\$ 370.00	\$ 450.00
Tinley Park - Proposed	\$ 60.00	\$ 80.00	\$ 105.00	\$ 125.00	\$ 160.00	\$ 180.00	\$ 205.00	\$ 250.00	\$ 300.00	\$ 400.00	\$ 500.00	\$ 600.00

Tinley Park Business License Fee Schedule Comparison: Business-Specific Annual Fees							
	Archery Range	Ambulance Services	Athletic Exhibitions (Per Day)	Auctioneer (Per Auctioneer/ Per Day)	Auto Dry Cleaning Machine (Per Machine)	Billard & Pool Tables (Per Table)	Bowling Alley (Per Lane)
Tinley Park	\$ 50.00	\$ 30.00	\$ 50.00	\$ 15.00	\$ 25.00	\$ 50.00	\$ 15.00
Orland Park		\$ 75.00		\$ 75.00		\$ 375.00	\$ 30.00
Oak Lawn	\$ 75.00	\$ 65.00	\$ 75.00	\$ 34.00	\$ 75.00	\$ 75.00	\$ 44.00
Palos Park		\$ 70.00		\$ 20.00		\$ 20.00	
Lemont						\$ 100.00	\$ 10.00
Joliet				\$ 125.00	\$ 95.00		

\*Red indicates they are no longer issuing licenses for that type of business.

Tinley Park Business License Fee Schedule Comparison: Business-Specific Annual Fees							
	Carnivals (Per Day)	Car Wash (Self-Serve)	Cigarette & Tobacco Dealer (Plus sq. ft.)	Circus (Per Day)	Circus Sideshow & Concessions (Per Day)	Dance Open to the Public (Each Dance)	Day Care Center (Less than 100 Enrollment)
Tinley Park	\$ 100.00	\$ 100.00	\$ 45.00	\$ 200.00	\$ 10.00	\$ 50.00	\$ 60.00
Orland Park	\$ 150.00		\$ 75.00	\$ 150.00			
Oak Lawn	\$ 215.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
Palos Park	\$ 135.00	\$ 100.00	\$ 80.00	\$ 135.00			
Lemont			\$ 100.00				
Joliet			\$ 100.00				

Tinley Park Business License Fee Schedule Comparison: Business-Specific Annual Fees							
	Daycare Center (More than 100 Enrollment)	Dry Cleaners	Dry Cleaning Machine for Public Use (Per Machine)	Firearm Dealer	Fireworks (Outdoor)	Flea Market	Fuel Oil Dealer-Storing or Selling (Plus \$10 Per Vehicle)
Tinley Park	\$ 100.00	\$ 100.00	\$ 25.00	\$ 250.00	\$ 500.00	\$ 400.00	\$ 50.00
Orland Park				\$ 150.00			
Oak Lawn	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 215.00
Palos Park							\$ 135.00
Lemont							
Joliet			\$ 95.00	\$ 15.00	\$ 125.00		

Tinley Park Business License Fee Schedule Comparison: Business-Specific Annual Fees							
	Food Dealer (Mobile/Temporary, Per Vehicle)	Funeral Directory/ Funeral Home	Go Cart Track	Golf Course (Plus Square Footage)	Golf Practice/ Driving Range	Hospital/ Immediate Care Center	Hotel/Motel
Tinley Park	\$ 35.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 50.00	\$100, + \$3 per bed	\$40 +\$5 per unit
Orland Park	\$ 300.00			\$ 1,350.00	\$ 75.00		
Oak Lawn	\$ 65.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$1,654-\$2,145	\$140+\$55 per unit
Palos Park	\$ 70.00						\$ 120.00
Lemont							
Joliet	\$30-\$250						\$ 125.00

Tinley Park Business License Fee Schedule Comparison: Business-Specific Annual Fees							
	House Mover	Kiddy-Land Amusement Park	Limousine	Livery Stable	Junk/Salvage Dealer	Laundromats	Liquidation Sales
Tinley Park	\$ 50.00	\$ 50.00	\$ 50.00	\$ 100.00	\$ 50.00	\$ 110.00	\$ 10.00
Orland Park	\$ 75.00	\$375+75 per ride			\$ 75.00		
Oak Lawn	\$ 75.00	\$538+\$109 per ride+\$34 per day	\$ 65.00	\$ 75.00	\$ 109.00	\$10.75 per machine	\$ 75.00
Palos Park	\$ 135.00		\$ 70.00	\$ 70.00	\$ 70.00		
Lemont							
Joliet					\$ 65.00		\$ 30.00

Tinley Park Business License Fee Schedule Comparison: Business-Specific Annual Fees							
	Miniature Golf Course	Menageries (Petting Zoo)	Nursing Home (Up to 99 Beds)	Nursing Home (100 to 149 Beds)	Nursing Home (Over 150 Beds)	Pawn Broker	Petroleum Products (Bulk Storage)
Tinley Park	\$ 50.00	\$ 20.00	\$ 110.00	\$ 150.00	\$ 200.00	\$ 200.00	\$ 100.00
Orland Park							
Oak Lawn	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
Palos Park							\$ 135.00
Lemont							
Joliet						\$ 95.00	\$ 250.00

Tinley Park Business License Fee Schedule Comparison: Business-Specific Annual Fees									
	Public Weigh Master	Pyrotechnics (Indoor)	Ready Mix Plants	Rooming House	Scavenger	Theatres (Indoor/Outdoor)	Travel Agency		
Tinley Park	\$ 40.00	\$ 500.00	\$ 50.00	\$ 40.00	\$ 300.00	\$ 400.00	\$ 40.00		
Orland Park					\$ 750.00				
Oak Lawn	\$ 65.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 965.00	\$1,075/\$1,288	\$ 75.00		
Palos Park	\$ 70.00				\$ 70.00				
Lemont									
Joliet									

Tinley Park Business License Fee Schedule Comparison: Business-Specific Annual Fees			
	Taxi Cabs	Towing	Valet
Tinley Park	\$ 150.00	\$ 200.00	\$ 100.00
Orland Park			
Oak Lawn	\$ 109.00	\$ 215.00	\$ 75.00
Palos Park	\$ 70.00	\$ 70.00	
Lemont			
Joliet	\$ 65.00		\$ 65.00

Tinley Park Business License Fee Schedule Proposal: Business-Specific Annual Fees							
	Archery Range	Ambulance Services	Athletic Exhibitions (Per Day)	Auctioneer (Per Auctioneer/ Per Day)	Auto Dry Cleaning Machine (Per Machine)	Billard & Pool Tables (Per Table)	Bowling Alley (Per Lane)
Tinley Park - Current	\$ 50.00	\$ 30.00	\$ 50.00	\$ 15.00	\$ 25.00	\$ 50.00	\$ 15.00
Tinley Park - Proposal	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 50.00	\$ 75.00	\$ 30.00

Tinley Park Business License Fee Schedule Proposal: Business-Specific Annual Fees							
	Carnivals (Per Day)	Car Wash (Self-Serve)	Cigarette & Tobacco Dealer (Plus sq. ft.)	Circus (Per Day)	Circus Sideshow & Concessions (Per Day)	Dance Open to the Public (Each Dance)	Day Care Center (Less than 100 Enrollment)
Tinley Park - Current	\$ 100.00	\$ 100.00	\$ 45.00	\$ 200.00	\$ 10.00	\$ 50.00	\$ 60.00
Tinley Park - Proposal	\$ 150.00	\$ 150.00	\$ 100.00	\$ 250.00	\$ 25.00	\$ 75.00	\$ 75.00

Tinley Park Business License Fee Schedule Proposal: Business-Specific Annual Fees							
	Daycare Center (More than 100 Enrollment)	Dry Cleaners	Dry Cleaning Machine for Public Use (Per Machine)	Firearm Dealer	Fireworks (Outdoor)	Flea Market	Fuel Oil Dealer-Storing or Selling (Plus \$10 Per vehicle)
Tinley Park - Current	\$ 100.00	\$ 100.00	\$ 25.00	\$ 250.00	\$ 500.00	\$ 400.00	\$ 50.00
Tinley Park - Proposal	\$ 150.00	\$ 150.00	\$ 75.00	\$ 350.00	\$ 600.00	\$ 450.00	\$ 100.00

Tinley Park Business License Fee Schedule Proposal: Business-Specific Annual Fees							
	Food Dealer (Mobile/Temporary, Per vehicle)	Funeral Directory/ Funeral Home	Go Cart Track	Golf Course (Plus Square Footage)	Golf Practice/ Driving Range	Hospital/ Immediate Care Center	Hotel/Motel
Tinley Park - Current	\$ 35.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 50.00	\$100, + \$3 per bed	\$100 +\$15 per unit
Tinley Park - Proposal	\$ 75.00	\$ 150.00	\$ 150.00	\$ 250.00	\$ 100.00	\$ 400.00	\$ 500.00

Tinley Park Business License Fee Schedule Proposal: Business-Specific Annual Fees							
	House Mover	Kiddy-Land Amusement Park	Limousine	Livery Stable	Junk/Salvage Dealer	Laundromats	Liquidation Sales
Tinley Park - Current	\$ 50.00	\$ 50.00	\$ 50.00	\$ 100.00	\$ 50.00	\$ 110.00	\$ 10.00
Tinley Park - Proposal	\$ 80.00	\$ 200.00	\$ 75.00	\$ 150.00	\$ 100.00	\$ 160.00	\$ 75.00

Tinley Park Business License Fee Schedule Proposal: Business-Specific Annual Fees							
	Miniature Golf Course	Menageries (Petting Zoo)	Nursing Home (Up to 99 Beds)	Nursing Home (100 to 149 Beds)	Nursing Home (Over 150 Beds)	Pawn Broker	Petroleum Products (Bulk Storage)
Tinley Park - Current	\$ 50.00	\$ 20.00	\$ 110.00	\$ 150.00	\$ 200.00	\$ 200.00	\$ 100.00
Tinley Park - Proposal	\$ 100.00	\$ 75.00	\$ 175.00	\$ 200.00	\$ 250.00	\$ 275.00	\$ 175.00

Tinley Park Business License Fee Schedule Proposal: Business-Specific Annual Fees							
	Public Weigh Master	Pyrotechnics (Indoor)	Ready Mix Plants	Rooming House	Scavenger	Theatres (Indoor/Outdoor)	Travel Agency
Tinley Park - Current	\$ 40.00	\$ 500.00	\$ 50.00	\$ 40.00	\$ 300.00	\$ 400.00	\$ 40.00
Tinley Park - Proposal	\$ 75.00	\$ 600.00	\$ 100.00	\$ 75.00	\$ 400.00	\$ 650.00	\$ 75.00

Tinley Park Business License Fee Schedule Proposal: Business-Specific Annual Fees			
	Taxi Cabs	Towing	Valet
Tinley Park - Current	\$ 150.00	\$ 200.00	\$ 100.00
Tinley Park - Proposal	\$ 200.00	\$ 250.00	\$ 150.00

Tinley Park Business License Fee Schedule Comparison: Coin Operated Devices (Per Machine)								
	Amusement Devices/ Video Games	Cigarette Machines	Food/Bev/Ice Dispensers (10¢ or Less)	Food/Bev/Ice Dispensers (11¢ or More)	Laundromats	Music Devices/ Juke Boxes	Scales	Other Vending
Tinley Park	\$ 50.00	\$ 40.00	\$ 5.00	\$ 20.00	\$ 2.50	\$ 50.00	\$ 5.00	\$ 15.00
Orland Park	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
Oak Lawn	\$ 215.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 10.75	\$ 75.00	\$ 65.00	\$ 75.00
Palos Park		\$ 80.00	\$ 20.00	\$ 70.00		\$ 70.00	\$ 70.00	\$ 70.00
Lemont	\$ 100.00	\$ 100.00	\$ 25.00	\$ 25.00		\$ 100.00		\$ 100.00
Joliet	\$ 250.00	\$ 50.00	\$ 50.00	\$ 50.00		\$ 50.00		\$ 50.00

Tinley Park Business License Fee Schedule Comparison: Coin Operated Devices (Per Machine)								
	Amusement Devices/ Video Games	Cigarette Machines	Food/Bev/Ice Dispensers (10¢ or Less)	Food/Bev/Ice Dispensers (11¢ or More)	Laundromats	Music Devices/ Juke Boxes	Scales	Other Vending
Tinley Park - Current	\$ 50.00	\$ 40.00	\$ 5.00	\$ 20.00	\$ 2.50	\$ 50.00	\$ 5.00	\$ 15.00
Tinley Park - Proposed	\$ 100.00	\$ 75.00	\$ 35.00	\$ 50.00	\$ 10.00	\$ 80.00	\$ 20.00	\$ 50.00



# Interoffice Memo

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**Date:** October 5, 2022

**To:** Village Board

**Cc:** Patrick Carr, Hannah Lipman

**From:** Anthony Ardolino

**Subject:** GIS Agreement and Annual Renewal.

Presented for October 18, 2022 Committee of the Whole meeting discussion and action:

**Description:** Renew agreement with Municipal GIS Partners to provide Geographic Information System services to the Village.

**Background:** The Village is part of a GIS Consortium where GIS services are provided to the Village by Municipal GIS Partners. In June 2022 the GIS program was restored to pre-COVID funding level, this is a renewal at the same baseline amount. Municipal GIS Partners (MGP) provides GIS professional services on the consortium's behalf. The agreement with MGP provides 1,648 direct support hours of which approximately 15 days per month an on-site resource is present at the Village.

This agreement is for a one-year term, the Village can terminate this contract with, or without cause, at any time upon ninety (90) day written notice.

**Budget/Finance:** Funding is budgeted and available in the approved FY23 operating budget via the accounts 01-16-000-72652, 60-00-000-72652, 63-00-000-72652, 64-00-000-72652

**Staff Direction Request:** Enter into an agreement with Municipal GIS Partners to provide Geographic Information System services to the Village with the cost of \$222,480.00.

**Attachments:**

1. GIS Consortium service provider contract
2. MGP Statement of Work
3. MGP Insurance

## GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “**Contract**”) made and entered into this 1st day of January, 2023 (the “**Effective Date**”), by and between the Village of Tinley Park, an Illinois municipal corporation (hereinafter referred to as the “**Municipality**”), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the “**Consultant**”).

**WHEREAS**, the Municipality is a member of the Geographic Information System Consortium (“**GISC**”);

**WHEREAS**, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the “**Services**”) in connection with the Municipality’s geographical information system (“**GIS**”);

**WHEREAS**, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

**WHEREAS**, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

### SECTION 1 SCOPE OF SERVICES

1.1 Statement of Work. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as **Attachment 1** (“**Statement of Work**”), which shall become a part of and subject to this Contract.

1.2 Supplemental Statements of Work. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract.

1.3 Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

## **SECTION 2 PERFORMANCE OF WORK**

2.1 All work hereunder shall be performed under the direction of the Village Manager or their designee (hereinafter referred to as the “*Municipality Manager*”) in accordance with the terms set forth in this Contract and each relevant Statement of Work.

## **SECTION 3 RELATIONSHIP OF PARTIES**

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers’ compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

## **SECTION 4 PAYMENT TO THE CONSULTANT**

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

(e) The Municipality is a tax-exempt municipality and will provide Consultant with a copy of the Municipality's current sales tax exemption certificate. Consultant shall not charge the Municipality any tax incurred by the Consultant for these Services.

4.2 Service Rates. The fees and/or service rates set forth in the Statement of Work and Supplemental Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

## **SECTION 5 TERM**

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for one (1) year (the "***Initial Term***").

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a "***Renewal Term***").

5.3 Status of this Contract. The expiration of the Initial Term or a Renewal Term shall not terminate or affect the obligations of the Parties to each other under any existing Statement of Work or Supplemental Statement of Work issued pursuant to this Contract, and such Statement of Work or Supplemental Statement of Work shall continue in full force and effect and shall continue to be governed by the terms of this Contract until the expiration or completion of such Statement of Work or Supplement Statement of Work or until such Statement of Work or Supplemental Statement of Work is itself terminated pursuant to this Contract.

## **SECTION 6 TERMINATION OF CONTRACT**

6.1 Voluntary Termination. Notwithstanding any other provision hereof, the Municipality may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant. The Consultant may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

6.4 Effect of Termination. Termination of any Statement of Work or Supplemental Statement of Work will have no effect on this Contract. Termination of this Contract will serve to immediately terminate all open Statements of Work and Supplemental Statements of Work, absent a written agreement between the parties otherwise. Termination or expiration of this Contract, any Statement of Work, or any Supplemental Statement of Work will not affect any right or obligation of a party that comes into effect before, upon, or after such termination or expiration, or otherwise survives such termination or expiration, which was incurred by such party prior to such termination or expiration.

## **SECTION 7**

### **CONSULTANT PERSONNEL AND SUBCONTRACTORS**

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or subcontractors (“**Consultant Personnel**”) that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant’s use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. Consultant shall be fully responsible and assumes liability for the acts and omissions of all subcontractors directly or indirectly employed by, or working at the direction of, the Consultant in the performance of the Services.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for

damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant's business.

## **SECTION 8**

### **ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES**

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate and safe office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program. Facilities, equipment, and records include, but are not limited to, the following:

- (a) Office space for the Consultant's Personnel. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;
- (b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel;
- (c) A telephone line and phone to originate and receive outside calls;
- (d) A network connection with adequate speed and access to the internet;
- (e) Hardware, software, peripherals, and network connectivity to perform the program objectives efficiently; and
- (f) Any Municipality data or record which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all the Municipality's GIS assets that permit the Consultant to continue Services within a reasonable period of time following a disaster or outage. The Consultant shall be responsible for installing, operating and monitoring the backup and recovery systems for all Consultant's assets that permit the Municipality to continue accessing the GIS Materials and Services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the

creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

## **SECTION 9**

### **CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA**

9.1 **Municipal Materials.** The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the "***Municipal Materials***") are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 **Third-Party Materials.** If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. "***Third-Party Materials***" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 **GISC Materials.** It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the "***GISC Materials***").

(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality's GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality's GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services.

9.4 **Confidential Information.** In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public ("***Confidential Information***"). The Consultant

acknowledges that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant's or Consultant Personnel's possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within four (4) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged

failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

9.8 Survive Termination. The provisions of Section 9.1 and 9.4 through and including 9.8 shall survive the termination of this Contract.

## **SECTION 10 LIMITATION OF LIABILITY**

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE**

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the intentional, willful and wanton, negligent and/or gross negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in ***Attachment 2*** to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

## SECTION 12 GENERAL PROVISIONS

12.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "**Act**"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the "**Applicable Regulations**")) of minorities and women in the areas from which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the "**Department**") and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

12.2 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*

12.3 Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

12.4 Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.5 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that

no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.8 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 Attachments. Attachments 1 and 2 are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment and the text of this Contract, the text of this Contract shall control.

12.13 Rights Cumulative. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

12.14 Good Faith Negotiation. Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute (“*Dispute*”). Such good faith negotiations shall commence promptly upon a party’s receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.15 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall

be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality: Village of Tinley Park  
16250 Oak Park Ave  
Tinley Park, IL 60477  
Attention: Anthony Ardolino  
E-mail: aardolino@tinleypark.org

If to Consultant: Municipal GIS Partners, Incorporated  
701 Lee Street, Suite 1020  
Des Plaines, IL 60016  
Attention: Thomas Thomey  
E-mail: tthomey@mgpinc.com

12.16 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "***Force Majeure***"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.17 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.18 Tort Immunity Defenses. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law.

**[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

**VILLAGE OF TINLEY PARK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

**CONSULTANT: MUNICIPAL GIS  
PARTNERS, INCORPORATED**

By: Donna J. Thomey  
Name: Donna Thomey  
Its: Management Support Specialist

By: Thomas A. Thomey  
Name: Thomas A. Thomey  
Its: President

**Attachment 1**

**Statement of Work  
to  
GIS Consortium Service Provider Contract**

(see attached)

**Attachment 2**

**Insurance  
to  
GIS Consortium Service Provider Contract**

(see attached)



## **Attachment 1 - Statement of Work**

To GIS Consortium Service Provider Contract

### **About Municipal GIS Partners (MGP)**

MGP (the Consultant) is the Service Provider to the GIS Consortium (GISC). It is necessary that each GISC member enter into an annual agreement with the Consultant (GISC Service Provider) to maintain their standing as a GISC member.

GISC Membership includes:

- Complete GIS program staffing with technology cost distribution across GISC members
- User and license access to all membership solutions and products
- Access to and participation in collaborative opportunities to share ideas and solutions

The Included Services section below expands on services provided by this agreement.

### **General Purpose**

The Consultant will perform all or part of the Village of Tinley Park (the Municipality) geographic information system (GIS) management, development, operation, and maintenance as directed by the Municipality. In addition to supporting the GIS program, the Consultant will identify opportunities for continued program development and enhancement.

### **Program Staffing**

The Consultant provides all the requisite staffing and skillsets required to manage the Municipality program including:

- Technical professionals assigned directly to the Municipality
- Advanced technical support staff for analysis, system integration, and escalation
- Systems analysts for ensuring product, solution, and infrastructure performance
- Professional program managers for ensuring service levels

#### **Direct Program Hours**

Services related to the direct management, development, operation, and maintenance of the Municipality program required to support the system

#### **Team Access During Normal Working Hours**

The Consultant typically works Monday through Friday 8:00AM to 5:00PM. The Municipality has direct access to the staff assigned to the Municipality. Alternatively, the Municipality can call the Consultant's general telephone number or submit an email to Consultant's service desk for service.

### **Emergency Event Support**

The Consultant will support Municipality emergency events within a reasonable timeframe of notification and work to staff the event for its duration. These services are not limited to normal business hours.

The Service Level section below expands on the program staffing services included in this agreement.

### **Staffing Allocation**

Pursuant to the GISC membership agreement and bylaws all members must contract for a service level consistent with the allocation practices as prescribed by the GISC. The direct program staffing allocation for the Municipality for this agreement period is:

**Agreement Period: January 1, 2023, through December 31, 2023**

**Direct Program Hours: 1,648.00**

**Onsite presence: Average of 15.45 days per month; estimated based upon 90 percent of the direct program hours, provided the Municipality and Consultant shall consult with each other in good faith from time to time on the advisability of flexible work arrangements whereby the program hours may be completed off-site, particularly in circumstances where the assigned staff and program are meeting or exceeding expectations.**

### **Fees and Expenses**

The monthly fee for the staffing allocation is **\$18,540.00** per month. The total contract value for the agreement period is **\$222,480.00**.

### **Included Services**

This section identifies the professional staffing, products and solutions, and business structures included in this service agreement. The Municipality is responsible for identifying and prioritizing the aspects of the services that are most important. The Consultant is responsible for implementing those priorities and communicating progress.

### **Staffing and Program Management**

The Consultant provides the required staffing and organization with the skills and expertise to manage, develop, and maintain the system per the Municipality's priorities which includes GISC shared infrastructure, platforms, products and solutions. Services include:

1. Program consulting and reporting with all Municipality departments
2. Data creation, management, and quality control
3. Project identification, management, and delivery
4. Shared solution implementation
5. ERP and department system GIS integration
6. User training and onboarding
7. Resource management and scheduling

## **Data Management**

The Consultant is responsible for managing the GIS and related data based on priorities as directed by the Municipality.

### **Primary Layers:**

Addresses, parcels, buildings, streets, railroads, water utilities, sewer utilities, municipal boundary, zoning districts, planned unit developments, variances, TIF districts, special use permits, annexations, signs, trees, recreation areas, bike paths, water features, school districts, emergency response boundaries, refuse collection, and legislative districts.

### **Municipality Priority Layers**

The Consultant's local government data model has over 260 standard layers. Included in this service is the identification, creation, and management of layers as directed by the Municipality.

### **Data Quality**

One of the primary accountabilities of the Consultant is to ensure that Primary and Municipality Priority layers are of high-quality. Practices employed include:

1. Daily data quality reporting and alerting
2. Mistake proofing databases, processes, and productivity tools
3. Address Verification to identify discrepancies between Municipality ERP and department systems
4. Utility system integrity leveling for completeness, field accuracy and timeliness
5. Formation and support of key data stakeholder teams
6. Data management documentation for Municipality layers

## **Products and Solutions**

GISC Membership includes unlimited access to the products and solutions developed by the Consultant for the GISC and its members. The Consultant is accountable for:

1. Collaboration with third party vendors and partners
2. Deploying shared solutions for the Municipality
3. Identifying and communicating new solution opportunities
4. Managing existing solutions to agreed service levels
5. Infrastructure monitoring, alerting and mitigation
6. Patching, updating, and securing shared infrastructure
7. Researching and evaluating opportunities for development
8. Resource planning and scheduling
9. Scalability planning and right sizing
10. Technical documentation
11. Testing and quality certification

### **Solution List**

The following are the primary products and solutions provided by the Consultant through membership in the GISC:

1. **Address Pre-Check:** A tool to standardize address data in Municipality systems and workflows.

2. **Address Verification:** A product to assess and score community address quality across department systems.
3. **Asset Management and Manager Dashboards:** A solution that enables the Municipality to manage and visualize infrastructure data and maintenance
4. **Community Map Viewer:** A publicly accessible map viewer designed for residents and businesses
5. **Community-Portal:** An address-based portal that integrates and organizes department data for staff, residents, and local businesses
6. **Financial Forecasting:** A tool to project future infrastructure replacement costs
7. **Local Government Data Model:** A database standard developed for, and in partnership, with members of the GISC
8. **myGIS:** A secure staff accessible mapping system to discover and analyze all Municipality GIS data
9. **Story Maps:** A customizable web application to communicate information to the public in a simple and meaningful way
10. **Utility Leveling:** A data quality measurement system to assess the ability of utility data to support local government business processes

#### **Service Level Agreement**

The Consultant is responsible for managing the quality and availability of GISC infrastructure and solutions. These parameters are determined by GISC Board policy and included in these services.



## Attachment 2 - Insurance

### To GIS Consortium Service Provider Contract

#### Consultant's Insurance

Consultant shall procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

- A. Minimum Scope of Insurance: Coverage shall be at least as broad as:
  - 1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.
  - 2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto" with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement.
  - 3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance (the policy shall include a 'waiver of subrogation').
- B. Minimum Limits of Insurance: Consultant shall maintain limits no less than:
  - 1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
  - 2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
  - 3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages: The Municipality, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.
2. The Consultant's insurance coverage shall be primary as respects the Municipality, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its officials, agents, employees and volunteers.
4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its officials, employees, agents and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*. Consultant agrees to indemnify and defend the Municipality from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Municipality may sustain as a result of personal injury claims by Consultant's employees, except to the extent those claims arise as a result of the Municipality's own negligence.

E. All Coverages: Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Municipality.

- F. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- G. Verification of Coverage: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.



# Interoffice Memo

**Date:** October 7, 2022

**To:** Pat Carr – Village Manager  
Hannah Lipman – Asst. Village Manager  
John Urbanski - Public Works Director

**From:** Colby C. Zemaitis, PE, CFM – Asst. Public Works Director

**Subject:** Loyola Medical Center – 179th Street and LaGrange Road Sidewalk Improvements

Prepared for the Committee of the Whole and Village Board Meeting for consideration and possible action.

Description: During the negotiations with the Loyola Medical Center, as part of the Intergovernmental Agreement (IGA) it was agreed that Loyola would be responsible for the sidewalk improvements along the south side of 179<sup>th</sup> Street from Chopin Drive to their west property line and the Village will be responsible for the sidewalk/cross walk improvements/upgrades from their west property line to and including the crossings of 179<sup>th</sup> Street and LaGrange Road.

This work consists of Robinson Engineering obtaining the entire intersection improvements from IDOT, topographic survey, data collection, plan and specification booklet preparation for the sidewalk improvements and upgrades to existing pedestrian crosswalk modifications, as well as bidding services.

Budget / Finance: Funding is budgeted for in the FY23 Capital Budget (30-00-000-75200).

Total Budget Available: \$700,000

Engineering Contract Amount: \$42,000

**Remaining Budget Amount: \$658,000**

Staff Direction Request:

1. Approve Engineering Services contract with Robinson Engineering in the amount of \$42,000.
2. Direct Staff as necessary.

Attachments:

1. Proposal for Professional Engineering Services from Robinson Engineering.
2. Village of Tinley Park Agreement for Professional Services.

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_, 2022 ("Effective Date"), between the Village of Tinley Park, Illinois ("Village"), located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and Robinson Engineering, LTD ("Consultant"), collectively the "Parties" for the following project:

### **I. Services**

- A. Consultant agrees to provide, as an independent contractor to the Village, the professional services included in Exhibit A, attached hereto and made a part hereof, as well as such other or incidental services as may be necessary to carry out said professional services, as well as any other professional services requested by the Village as mutually agreed to by the parties (hereinafter the "Services"). The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality in compliance with applicable laws, ordinances and regulations. The express terms of this Agreement shall take precedence and control over any term or provision of any Exhibit that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.
- The Services shall be provided by employees of Consultant, who are experienced, certified, and/or qualified and licensed, to the extent necessary to perform said Services in the State of Illinois.
  - It is understood and agreed by the parties that the Consultant is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Consultant's performance, but shall be entitled to a work product as described herein. The term "subconsultant" shall mean and include only those hired by and having a direct contract with Consultant for performance of work on the Project. The Village shall have no responsibility to any subconsultant employed by a Consultant for performance of work on the Project, and all subconsultants and material suppliers shall look exclusively to the Consultant for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subconsultant shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Consultant shall be fully responsible to the Village for the acts and omissions of its subconsultants, and shall ensure that any subconsultants perform in accordance with the requirements of this Agreement. Nothing contained herein shall create any contractual or employment relations between any subconsultant and the Village. The Consultant is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Consultant shall comply with all applicable federal, State and local safety laws and regulations.

## II. COMPENSATION

Consultant will be compensated based upon the fee schedule attached hereto as Exhibit B.

## III. INDEMNIFICATION AND HOLD HARMLESS.

Consultant will indemnify and hold harmless, protect and defend, at its own cost and expense, the Village, its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, or other persons or property standing in the interest of the Village, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims, or liabilities of any character, brought because of any death, injuries or damages received or sustained by any person, persons, or property on account of any negligent act or omission by the Consultant, its officers, agents and/or employees, including any of its subconsultants, arising out of or in performance of any provision of this Agreement, including any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree.

## IV. INSURANCE

During the term of this Agreement, Consultant shall provide and maintain the types of insurance set forth in Exhibit C, written on the comprehensive form and as "occurrence" policies, primary to any insurance of the Village, in not less than the specified amounts.

Consultant shall furnish to the Village, prior to commencing any activities under this Agreement, and annually thereafter, satisfactory proof of the above insurance requirements by a reliable insurance company or companies authorized to do business in Illinois. Such proof shall consist of certificates executed by the respective insurance companies and attached to this Agreement as Exhibit D. Said certificates shall list the Village and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, and attorneys, as additional insureds on all required insurance policies.

## V. WARRANTY

Consultant represents and warrants to the Village that it has the experience and ability to perform the services required by this Agreement, that it will perform said services in a professional, competent and timely manner, as represented and suitable for the performance of the Agreement, and that that it has the power to enter into and perform this Agreement.

## VI. NOTICE

Except to the extent that verbal notice is otherwise permitted herein, proper notice may be given by personal service or certified or registered mail to:

Robinson Engineering, Ltd.  
10045 West Lincoln Highway  
Frankfort, IL 60423

OR TO:

Village of Tinley Park  
Village Manager  
16250 South Oak Park Avenue  
Tinley Park IL. 60477

Notice shall be effective upon the date of receipt by personal service or as evidenced by a valid return receipt. The name and/or address to which notice is required may be amended at any time by written notice to the other party as provided herein.

## VII. INTERPRETATION

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties' consent to the in personam jurisdiction of said Court for any such action or proceeding.

## VIII. WAIVER.

The waiver of one party of any breach of this Agreement or the failure of one party to enforce any provisions hereof, shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.

**IX. SEVERABILITY**

If any provision of this Agreement is found to be invalid, illegal or unenforceable, that provision shall be severable from the rest of this Agreement and the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired.

**X. ENTIRE UNDERSTANDING**

This Agreement sets forth all of the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

**XI. TERMINATION**

This Agreement may be terminated, in whole or in part, by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. However, no such termination will be effective unless the terminating party gives the other party (1) not less than ten (10) business day's written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party to resolve the dispute before termination.

IN WITNESS WHEREOF, the Village of Tinley Park and (Insert Consultant). have executed this agreement.

**VILLAGE OF TINLEY PARK**

**ROBINSON ENGINEERING, LTD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Village President

ITS \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **CERTIFICATIONS BY CONSULTANT**

### **Eligibility to Contract**

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

---

Name of Consultant (please print)

---

Submitted by (signature)

---

Title

### **Certificate of Compliance with Illinois Human Rights Act**

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

---

Name of Consultant (please print)

---

Submitted by (signature)

---

Title

### **Certificate of Compliance with Illinois Drug-Free Workplace Act**

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

---

Name of Consultant (please print)

---

Submitted by (signature)

---

Title

### **Certificate Regarding Sexual Harassment Policy**

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

---

Name of Consultant (please print)

---

Submitted by (signature)

---

Title

## **EXHIBIT A**

### **Scope of Professional Services**

**Work as specified and approved by the Village of Tinley Park in the Proposal for Professional Engineering Services-Pedestrian Crossing for 179<sup>th</sup> and LaGrange Road Project. Dated, October 6<sup>th</sup>, 2022.**

**EXHIBIT B**

**Fee Schedule**

**Attached to Proposal Engineering Services Agreement**

## **EXHIBIT C**

### **Required Insurance**

Engineer shall procure and maintain insurance as set forth below. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

- |   |              |
|---|--------------|
| • Workers' Compensation:                              | Statutory    |
| • Employer's Liability – Each Accident:               | \$ 1,000,000 |
| • General Liability –                                 |              |
| • Each Occurrence (Bodily Injury and Property Damage) | \$ 1,000,000 |
| • General Aggregate:                                  | \$ 2,000,000 |
| • Excess or Umbrella Liability --                     |              |
| • Each Occurrence:                                    | \$ 3,000,000 |
| • General Aggregate:                                  | \$ 3,000,000 |
| • Automobile Liability --Combined Single Limit        |              |
| • (Bodily Injury and Property Damage): Each Accident  | \$ 1,000,000 |
| • Professional Liability –                            |              |
| • Each Claim Made                                     | \$ 2,000,000 |
| • Annual Aggregate                                    | \$ 2,000,000 |

**EXHIBIT D**

**Insurance Certificates**



# Interoffice Memo

**Date:** October 7, 2022

**To:** Pat Carr – Village Manager  
Hannah Lipman – Asst. Village Manager  
John Urbanski, Public Works Director

**From:** Colby C. Zemaitis, PE, CFM – Asst Public Works Director

**Subject:** Oak Park Avenue Sidewalk Improvements – Tinley Park Drive to 171<sup>st</sup> Street

Prepared for the Committee of the Whole and Village Board Meeting for consideration and possible action.

Description: Currently there is no sidewalk along the east side of Oak Park Ave from 171<sup>st</sup> Street to Tinley Park Drive. This causes most pedestrians to walk in the roadway pavement of the frontage road or Oak Park Ave itself, both of which are dangerous. Furthermore, many of the pedestrians are children coming to and from Fulton Elementary School or Memorial Park.

This work consists of Robinson Engineering preparing construction plans and bidding documents for proposed sidewalk improvements.

Budget / Finance: Funding is budgeted for in the FY23 Capital Budget (30-00-000-75200).

Total Budget Available:	\$658,000.00
Engineering Contract Amount:	<u>\$37,000.00</u>
<b>Remaining Budget Amount:</b>	<b>\$621,000.00</b>

Staff Direction Request:

1. Approve Engineering Services contract with Robinson Engineering in the amount of \$37,000.00.
2. Direct Staff as necessary.

Attachments:

1. Proposal for Professional Engineering Services from Robinson Engineering
2. Village of Tinley Park Agreement for Professional Services

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 18<sup>th</sup> day of October, 2022 ("Effective Date"), between the Village of Tinley Park, Illinois ("Village"), located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and Robinson Engineering, LTD ("Consultant"), collectively the "Parties" for the following project:

### I. Services

A. Consultant agrees to provide, as an independent contractor to the Village, the professional services included in Exhibit A, attached hereto and made a part hereof, as well as such other or incidental services as may be necessary to carry out said professional services, as well as any other professional services requested by the Village as mutually agreed to by the parties (hereinafter the "Services"). The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality in compliance with applicable laws, ordinances and regulations. The express terms of this Agreement shall take precedence and control over any term or provision of any Exhibit that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.

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

## II. COMPENSATION

Consultant will be compensated based upon the fee schedule attached hereto as Exhibit B.

## III. INDEMNIFICATION AND HOLD HARMLESS.

Consultant will indemnify and hold harmless, protect and defend, at its own cost and expense, the Village, its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, or other persons or property standing in the interest of the Village, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims, or liabilities of any character, brought because of any death, injuries or damages received or sustained by any person, persons, or property on account of any negligent act or omission by the Consultant, its officers, agents and/or employees, including any of its subconsultants, arising out of or in performance of any provision of this Agreement, including any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree.

## IV. INSURANCE

During the term of this Agreement, Consultant shall provide and maintain the types of insurance set forth in Exhibit C, written on the comprehensive form and as "occurrence" policies, primary to any insurance of the Village, in not less than the specified amounts.

Consultant shall furnish to the Village, prior to commencing any activities under this Agreement, and annually thereafter, satisfactory proof of the above insurance requirements by a reliable insurance company or companies authorized to do business in Illinois. Such proof shall consist of certificates executed by the respective insurance companies and attached to this Agreement as Exhibit D. Said certificates shall list the Village and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, and attorneys, as additional insureds on all required insurance policies.

## V. WARRANTY

Consultant represents and warrants to the Village that it has the experience and ability to perform the services required by this Agreement, that it will perform said services in a professional, competent and timely manner, as represented and suitable for the performance of the Agreement, and that that it has the power to enter into and perform this Agreement.

## VI. NOTICE

Except to the extent that verbal notice is otherwise permitted herein, proper notice may be given by personal service or certified or registered mail to:

Robinson Engineering, Ltd.

10045 West Lincoln Highway

Frankfort, IL 60423

OR TO:

Village of Tinley Park

Village Manager

16250 South Oak Park Avenue

Tinley Park IL. 60477

Notice shall be effective upon the date of receipt by personal service or as evidenced by a valid return receipt. The name and/or address to which notice is required may be amended at any time by written notice to the other party as provided herein.

## VII. INTERPRETATION

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties' consent to the in personam jurisdiction of said Court for any such action or proceeding.

## VIII. WAIVER.

The waiver of one party of any breach of this Agreement or the failure of one party to enforce any provisions hereof, shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.

**IX. SEVERABILITY**

If any provision of this Agreement is found to be invalid, illegal or unenforceable, that provision shall be severable from the rest of this Agreement and the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired.

**X. ENTIRE UNDERSTANDING**

This Agreement sets forth all of the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

**XI. TERMINATION**

This Agreement may be terminated, in whole or in part, by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. However, no such termination will be effective unless the terminating party gives the other party (1) not less than ten (10) business day's written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party to resolve the dispute before termination.

IN WITNESS WHEREOF, the Village of Tinley Park and (Insert Consultant). have executed this agreement.

**VILLAGE OF TINLEY PARK**

**ROBINSON ENGINEERING, LTD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Village President

ITS \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **CERTIFICATIONS BY CONSULTANT**

### **Eligibility to Contract**

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

---

Name of Consultant (please print)

---

Submitted by (signature)

---

Title

### **Certificate of Compliance with Illinois Human Rights Act**

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

---

Name of Consultant (please print)

---

Submitted by (signature)

---

Title

### **Certificate of Compliance with Illinois Drug-Free Workplace Act**

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

---

Name of Consultant (please print)

---

Submitted by (signature)

---

Title

### **Certificate Regarding Sexual Harassment Policy**

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

---

Name of Consultant (please print)

---

Submitted by (signature)

---

Title

10/6/22

Project 17-R0296.01

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

Attn: Mr. John Urbanski, Director of Public Works

RE: **Proposal for Professional Engineering Services**  
Oak Park Ave. Sidewalk – Tinley Park Dr. to 171<sup>st</sup> St.

Dear Mr. Urbanski:

Robinson Engineering, Ltd. (REL) is pleased to present a proposal to perform professional engineering services related to design engineering services associated with a sidewalk along Oak Park Ave. from Tinley Park Dr. to 171<sup>st</sup> St. within the Village of Tinley Park (Village). We take great pride in partnering with our clients to achieve their goals, and sincerely appreciate the opportunity to offer our expertise and dedication on this project.

Included in this proposal are the following: Project Overview, Scope of Services, Payment Terms, and Standard Terms and Conditions. REL's Standard Terms and Conditions should be considered as an integral part of this proposal.

## **1. PROJECT OVERVIEW**

Currently there is no sidewalk along the east side of Oak Park Ave. from just north of 171<sup>st</sup> St. to Tinley Park Dr. This causes most pedestrians to walk in the roadway pavement of the frontage road or Oak Park Ave. itself, both which are dangerous. Furthermore, many of the pedestrians are children coming to and from Fulton Elementary School or Memorial Park.

In order to provide safe access in this area, the Village is authorizing REL to prepare construction plans and bidding documents for proposed sidewalk improvements.

## **2. SCOPE OF SERVICES**

### **A. Topographic Survey**

REL will locate the improvements of the entire intersection as required by IDTO and generate a topographic survey.

The topographic survey will include, but not be limited to, collecting existing grades and locations of all visible improvements, including storm sewers, sanitary sewers, trees, light poles and other visible utilities. Location of underground utilities will be shown with use of record maps from our office or provided to us by owner of utility companies.

## **B. Preparation of Engineering Plans and Specifications**

Based on the above data gathered, REL will prepare engineering plans and specifications with the following elements:

- Coordination with Village staff
- General project administration
- ADA Ramp details
- Street Lighting Modification details
- Landscaping details
- Preparation of existing and proposed site plans
- Preparation of construction details
- Preparation of specifications
- Preparation of probable construction cost/bid schedule
- Quality control/quality assurance review process

## **C. Project Bidding**

Once the project is designed and the Village authorizes the project to proceed to construction, the project will be bid. REL will assist the Village with advertising the project by contacting contractors who typically perform this type of work. REL will respond to contractor questions during the bidding phase, and issue addenda to the contract documents when required. REL will attend the bid opening, prepare the bid tabulation, assist the Village in evaluating the bid proposals, and prepare a letter of recommendation for award of the contract.

## **D. Construction Engineering**

REL will perform construction engineering services consisting of the following:

- Coordination with the Village
- Submittal review
- Survey layout of the proposed design
- Responses to contractor inquiries

## **3. PAYMENT TERMS**

REL proposes to perform the design phase of the project (Items A. through C.) for a lump sum fee of \$37,000. This fee is based on our understanding of the project and experience with similar projects.

Construction engineering (Item D.) will be charged on an hourly basis.

## **4. STANDARD TERMS AND CONDITIONS**

The Standard Terms and Conditions for this proposal are attached hereto and incorporated herein.

Again, we thank you for the opportunity to submit this proposal for your consideration. Please feel free to call me at (815) 412-2014 or email me at [vcalombaris@reltd.com](mailto:vcalombaris@reltd.com) with any questions regarding this proposal, or if any additional information is needed.

Very truly yours,  
**ROBINSON ENGINEERING, LTD.**

A handwritten signature in black ink, appearing to read "Van Calombaris", with a long horizontal flourish extending to the right.

Van Calombaris, PE  
Director of Operations

ACCEPTED AND APPROVED:  
**VILLAGE OF TINLEY PARK, ILLINOIS**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ROBINSON ENGINEERING, LTD ("REL")**  
**STANDARD TERMS AND CONDITIONS**

**CONTRACT** – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

**STANDARD OF CARE** - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

**RELIANCE** – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

**CHANGES IN SCOPE** – The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

**DELAYS** – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

**SUSPENSION & TERMINATION** – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Client shall remain liable for, and shall promptly pay REL for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL. Suspension/termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on Client's behalf.

**OPINION OF PROBABLE COSTS** - REL's opinions of probable Construction Cost are to be made on the basis of REL's experience and qualifications and represent REL's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since REL has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost shall not vary from opinions of probable Construction Cost prepared by REL.

**REUSE OF PROJECT DELIVERABLES** - All design documents prepared or furnished by REL are instruments of service, and REL retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed and sealed by REL or one of its Consultants.

**RIGHT OF ENTRY** – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

**ENVIRONMENTAL CONDITIONS OF SITE** - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

**RELATIONSHIP WITH CONTRACTORS** – REL shall not at any time supervise, direct, or have control over any contractor's work, nor shall REL have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions and programs in connection with the contractors' work, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. REL neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. REL shall have no authority to stop the work of any contractor on the Project.

**LIMITATION OF LIABILITY** – REL's total liability to Client for any and all claims for damages whatsoever, arising out of or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to REL's negligence, errors, omissions, strict liability, or breach of contract, shall be limited as follows: REL's total liability shall not exceed the lesser of (1) \$1,000,000 (one million dollars) or (2) the remaining limits of any policy of insurance which provides coverage for the Client's cause or causes of action, such remaining limits to be measured as of the date judgment is entered against REL or the date when Client and REL otherwise settle/resolve the cause or causes of action.

**INSURANCE** – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

**MUTUAL WAIVER** – To the fullest extent permitted by law, Client and REL waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

**GOVERNING LAW, JURISDICTION & VENUE** – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

**NON-ENFORCEMENT** – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**ASSIGNMENT** – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

**SURVIVAL** – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

**THIRD PARTIES** - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

**SEVERABILITY** - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

**STATUTE OF LIMITATIONS** – to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

**CONFLICTS** - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

Client's Initial: \_\_\_\_\_

Date: \_\_\_\_\_

10/2014

**2022 STANDARD BILLING RATES:**

*Effective January 1, 2022*

CLASSIFICATION	RATE
Principal Engineer 1	\$208.00
Senior Project Manager 1 / 2	\$183.00 / \$197.00
Senior Structural Engineer	\$193.00
Senior Engineer 1 / 2 / 3	\$166.00 / \$176.00 / \$181.00
Project Engineer 1 / 2 / 3 / 4	\$124.00 / \$134.00 / \$144.00 / \$154.00
Project Manager 1 / 2 / 3	\$134.00 / \$144.00 / \$154.00
Chief Land Surveyor	\$166.00
Land Surveyor 1 / 2 / 3	\$121.00 / \$138.00 / \$149.00
Surveying Technologist 1/ 2	\$107.00 / \$121.00
Senior Planner	\$145.00
Planner	\$132.00
Grant Writer 1 / 2	\$93.00 / \$114.00
Project Developer 1 / 2 / 3	\$107.00 / \$143.00 / \$167.00
GIS Coordinator	\$161.00
GIS Developer	\$131.00
GIS Technologist	\$105.00
CAD Manager	\$150.00
CAD Designer	\$132.00
CAD Technologist 1 / 2	\$99.00 / \$114.00
Resident Engineer 1 / 2 / 3	\$129.00 / \$143.00 / \$156.00
Resident Engineering Rep 1 / 2 / 3	\$129.00 / \$134.00 / \$140.00
Field Superintendent	\$170.00
Assistant Field Superintendent	\$155.00
Field Crew Chief	\$125.00
Field Crew Member 1 / 2	\$78.00 / \$95.00
Operations Manager	\$144.00
Operations Coordinator	\$102.00
Operator 1 / 2 / 3	\$87.00 / \$92.00 / \$98.00
IT Coordinator	\$143.00
IT Technologist	\$107.00
Administrative 1 / 2	\$79.00 / \$90.00
Project Administration	\$107.00
Intern	\$53.00

Rates are subject to revision on or after 1/1/2023

Reimbursable Expenses at a factor of 1.10 / Sub-Consultant Fee Markup at 10%

## **EXHIBIT C**

### **Required Insurance**

Engineer shall procure and maintain insurance as set forth below. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

- |   |              |
|---|--------------|
| • Workers' Compensation:                              | Statutory    |
| • Employer's Liability – Each Accident:               | \$ 1,000,000 |
| • General Liability –                                 |              |
| • Each Occurrence (Bodily Injury and Property Damage) | \$ 1,000,000 |
| • General Aggregate:                                  | \$ 2,000,000 |
| • Excess or Umbrella Liability --                     |              |
| • Each Occurrence:                                    | \$ 3,000,000 |
| • General Aggregate:                                  | \$ 3,000,000 |
| • Automobile Liability --Combined Single Limit        |              |
| • (Bodily Injury and Property Damage): Each Accident  | \$ 1,000,000 |
| • Professional Liability –                            |              |
| • Each Claim Made                                     | \$ 2,000,000 |
| • Annual Aggregate                                    | \$ 2,000,000 |

## **EXHIBIT A**

### **Scope of Professional Services**

**Work as specified and approved by the Village of Tinley Park in the Proposal for Professional Engineering Services-Oak Park Avenue Sidewalk – Tinley Park Dr. to 171<sup>st</sup> St. Dated, October 6<sup>th</sup>, 2022.**

**EXHIBIT B**

**Fee Schedule**

**Attached to Proposal Engineering Services Agreement**

**EXHIBIT D**

**Insurance Certificates**



# Interoffice Memo

**Date:** October 11, 2022  
**To:** John Urbanski, Public Works Director  
**From:** Kelly Mulqueeney, Streets Superintendent  
**Subject:** Service Contract Award-Parking Lot Snow Removal (Year 2 of 3)

Presented for the Committee of the Whole and Board Meeting agenda for consideration and possible action:

Scope of Work: This service contract includes the removal of snow by a qualified contractor for the 21 parking lots and sidewalk locations throughout the Village of Tinley Park.

Description: Public Works is recommending that the board award a contract to Beverly Snow & Ice, Inc. for snow removal in our parking lots and sidewalks at various locations in Village of Tinley Park. The contract has the option of 2 (two) - 1 (one) year renewals. This will be the second (2<sup>nd</sup>) year for this contract. The past 6 years Beverly Snow & Ice has proven to be professional, reliable contractor with reasonable rates.

Budget / Finance: Funding is available in the approved FY23 budget, Road & Bridge operations, and maintenance fund 01-26-23-72785.

Total Budget Available	\$512,590
Lowest responsible bidder for 25 events	<u>\$312,500</u>
Difference (under budget)	\$200,090

- \* The total contract amount shall not exceed the funding available as determined by the Village Board and applied at the unit costs established in the bidding documents for work authorized for each snow event. For comparative purposes in the bidding setting, 25 events were selected.
- \* Due to low ridership a reduction of service in CPL lots may be warranted.

Staff Direction Request:

1. Approve the service contract with Beverly Snow & Ice, Inc. for the FY23 Parking Lot Snow Removal Contract in the amount not to exceed the total FY23 funding amount of \$512,590 but can vary based on the frequency and amount of snow and ice control required.
2. Direct Staff as necessary.



# Interoffice Memo

**Date:** October 11, 2022  
**To:** John Urbanski, Public Works Director  
**From:** Kelly Mulqueeney, Street Superintendent  
**Subject:** Renewal Service Contract Award- Cul-de-sacs snow removal (Year 3 of 3)

Presented for the Committee of the Whole and Board Meeting for consideration and possible action:

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

Description: Public Works is recommending that we approve the renewal contract for snow removal in our 252 cul-de-sacs and eyebrows in various locations in Village of Tinley Park. The contract has the option of 2 (two) - 1 (one) year renewals. This would be the second (2<sup>nd</sup>) and final extension of the contract. The past 9 years Roy Zenere Trucking & Excavation has proven to be professional, reliable contractor with reasonable rates.

\* For comparative purposes in the bidding setting, 10 events were selected but actual call outs may vary due to actual snowfall.

Budget / Finance: Funding is available in the approved FY23 budget, operations and maintenance funds.

Total Budget Available	\$225,000.00
Lowest responsible bidder for 10 events	<u>\$182,739.37</u>
Difference (under budget)	\$42,260.63

Staff Direction Request:

1. Approve the renewal of the service contract with Roy Zenere Trucking and Excavating for the FY23 Cul-de-sacs Snow Removal Contract in an amount not to exceed the total FY23 funding amount of \$225,000 but can vary based on the frequency and amount of snow and ice control required.
2. Direct Staff as necessary.



# Interoffice Memo

**Date:** October 11, 2022  
**To:** John Urbanski, Public Works Director  
**From:** Kelly Mulqueeney, Street Superintendent  
**Subject:** 2022-2023 Salt Purchase

Presented for the Committee of the Whole and Board Meeting agenda for consideration and possible action:

Description: This purchase agreement locks in the price for bulk salt from Morton Salt, Inc. delivered to the Public Works facility at \$74.37 per ton (2021 \$66.57/ 2020 \$59.10/ 2019 \$87.36 per ton). Under this agreement the Village is required to take delivery of 5,500 tons of salt over the winter season.

The total estimated cost for 2022-2023	\$409,035
The cost for the 2021-2022 season:	\$366,135
The cost for the 2020-2021 season:	\$325,050
The cost for the 2019-2020 season:	\$480,480

A request for a purchasing agreement proposal for bulk rock salt was requested from 4 companies. The following four (4) responses were received:

<b>Morton Salt, Inc.</b>	<b>Oakbrook, IL</b>	<b>\$74.37 per ton</b>
Cargill	North Olmsted, OH	No response
Chicago Salt	Riverdale, IL	No response
Compass Minerals	Overland, KS	Did not meet specifications

Background: Central Management Services (CMS) contracts for a state-wide purchase for bulk road salt supply opened bids June and the median cost per ton for surrounding communities was not released as of yet. This is historically a higher cost per ton than what we have received by pricing individually.

Budget / Finance: Funding for this purpose is available in the Road & Bridge and Commuter Parking Lot Operating & Maintenance Funds.

O&M Budget Road & Bridge amount available	\$480,480
O&M Odyssey Street Fund amount available	\$10,000
Amount required for salt purchase	<u>(\$409,035)</u>
Amount UNDER budget	\$81,445

Staff Direction Request:

1. Approve purchase agreement with Morton Salt, Inc. for the FY23 bulk salt purchase in the amount of \$74.37 per ton.
2. Direct Staff as necessary.



# Interoffice Memo

**Date:** September 13, 2022  
**To:** John Urbanski, Public Works Director  
**From:** Kelly Mulqueeney, Street Superintendent  
**Subject:** Service Contract Award- Christmas Decorations (Year 2 of 3)

Presented for at the Committee of the Whole and Village Board meetings for consideration and possible action:

Scope of Work:

The service contract is for the following general services during the holiday season:

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

The downtown area sites and decorations will include:

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

Description:

Public works is recommending that we approve the renewal contract for the installation, maintenance and take down of the Christmas decorations. The contract has the option of 2 (two) – 1 (one) year renewals. This would be the first extension of the contract. B&B Holiday Decorating was rated very high. B & B Holiday coordinated and provide seasonal holiday decoration services for the past 4 years.

Budget / Finance: Funding is budgeted in the FY23 Budget.

Budget Available	\$50,000.00
Year 2 of 3 contract	<u>\$39,213.32</u>
Difference (under budget)	\$10,786.68

Staff Direction Request:

1. Approve the service contract for the FY2023 Christmas Decoration Contract with B&B Holiday Decorating of Des Plaines, IL in the amount of \$39,213.32.
2. Direct Staff as necessary.

# **PUBLIC COMMENT**

**ADJOURNMENT**