

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 November 1, 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 18, 2022.
4. CONSIDER CLASS EV LIQUOR LICENSE FOR FRATELLO'S CAFÉ & DELI, 7101 WEST 183RD STREET.
5. CONSIDER A PURCHASE AGREEMENT FOR CERTAIN PROPERTY ALONG 179th STREET FROM ORCHARD HILL BUILDING COMPANY FOR USE OF A WATER BOOSTER STATION.
6. CONSIDER COMMUNITY DEVELOPMENT PROFESSIONAL FEE DEPOSIT.
7. CONSIDER RESCINDING FOX COLLEGE PARKING LOT EXPANSION ORDINANCES.
8. CONSIDER AN AMENDMENT TO THE MARRIOTT ANNEXATION AGREEMENT (RECAPTURE PAYMENTS).
9. CONSIDER THE RENEWAL OF LIABILITY INSURANCE WITH ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION (IML RMA).
10. CONSIDER A PROFESSIONAL SERVICES AGREEMENT FOR LEGISLATIVE CONSULTING WITH CORNERSTONE GOVERNMENT AFFAIRS, INC.
11. CONSIDER FIRE DEPARTMENT COST RECOVERY ORDINANCE.
12. CONSIDER PURCHASE AGREEMENT WITH MACQUEEN EMERGENCY LLC FOR FIRE DEPARTMENT APPARATUS REPLACEMENT.
13. CONSIDER A DIRECT PURCHASE ORDER FROM GORDON ELECTRIC SUPPLY FOR THE PUBLIC WORKS HIGH DENSITY POLYETHYLENE DUCT.
14. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

NANCY M. O'CONNOR, VILLAGE CLERK

ROLL

CALL

MINUTES
Meeting of the Committee of the Whole
October 18, 2022 – 6:00 p.m.
Village Hall - Council Chambers
16250 S Oak Park Ave.
Tinley Park, IL 60477

Item #1 - At 6:00 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. Mahoney, Village Trustee
C. Sullivan, Village Trustee
M. Glotz, Village President

Members Absent: D. Galante, Village Trustee

Staff Present: P. Carr, Village Manager
H. Lipman, Assistant Village Manager
M. Walsh, Police Chief
D. Reda, Deputy Fire Chief
M. Coleman, Building Official
J. Urbanski, Public Works Director
D. Framke, Marketing Director
P. O'Grady, Village Attorney

Others Present:

Item #3 - CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD OCTOBER 4, 2022 – Motion was made by Trustee Brennan, seconded by Trustee Mahoney to approve the minutes of the Committee of the Whole meeting held on October 4, 2022. President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Sullivan. Nays: None. Absent: Galante President Pro Tem Mueller declared the motion carried.

Item #4 – CONSIDER A CLASS E LIQUOR LICENSE FOR FRATELLO'S CAFÉ & DELI, 7101 WEST 183RD STREET – The applicant, Mr. Sam Safar, is in the process of purchasing Fratello's Café & Deli, located at 7101 West 183rd Street. In keeping with the business's 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.

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 E Liquor License for Fratello's Café & Deli, 7101 West 183rd Street be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Sullivan. Nays: None. Absent: Galante President Pro Tem Mueller declared the motion carried.

Item #5 – CONSIDER AMENDING TITLE XI, CHAPTER 112, SECTION 22 - CLASS EV 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 183rd Street.

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 Brady to recommend the amendment of Title XI, Chapter 112, Section 22 - Class EV reduction be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Sullivan. Nays: None. Absent: Galante President Pro Tem Mueller declared the motion carried.

Item #6 – CONSIDER BUILDING CODE UPDATE FOR INTERNATIONAL BUILDING CODE (IBC), INTERNATIONAL FIRE CODE (IFC), AND INTERNATIONAL MECHANICAL CODE (IMC) – 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 with a safe, healthy structure to habitat, work and recreate in. These minimum standards are reviewed every three years to provide additional safety standards.

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.)

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 the Building Code Update For International Building Code (IBC), International Fire Code (IFC), and International Mechanical Code (IMC) be forwarded to the November 1, 2022, Village Board. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Sullivan. Nays: None. Absent: Galante President Pro Tem Mueller declared the motion carried.

Item #7 – DISCUSS BUSINESS LICENSE FEES – After staff review, it was determined the Village’s business license fee schedule is outdated, as the current fees are significantly less than other community’s practices and requires updating. The Village aims to be competitive in the market while ensuring the administrative costs of handling business licensing are covered which includes; processing renewals, working with businesses who make changes, and administering the municipal code.

It is standard practice for municipalities to establish business license fees based on the square footage of a business and/or the type of business. Current and proposed business license application and renewal fees were provided

Trustee Mueller stated he agrees with the fees but would like to replace the Billiard and Pool Hall per table fee and the Bowling Alley per lane fee with set fees. President Glotz and Trustee Brady concur.

Motion was made by Trustee Brennan, seconded by Trustee Brady to recommend the update of Business License Fees be forwarded to the November 1, 2022, Village Board. Vote by roll call. Ayes: Brady,

Brennan, Mahoney, Mueller, Sullivan. Nays: None. Absent: Galante President Pro Tem Mueller declared the motion carried.

Item #8 – CONSIDER AN AGREEMENT WITH MUNICIPAL GIS PARTNERS, INC. FOR GEOGRAPHIC INFORMATION SYSTEM (GIS) – The Village is part of a GIS Consortium where GIS services are provided on the consortium’s behalf by Municipal GIS Partners (MGP). In June 2022 the GIS program was restored to the pre-COVID funding level, this is a renewal at the same baseline amount.

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. The agreement is for a one-year term, at a cost of \$222,480. The Village can terminate this contract with, or without cause, at any time upon ninety (90) days’ written notice. Funding is budgeted and available in the approved FY23 operating budget.

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Sullivan, seconded by Trustee Mahoney to recommend an agreement with Municipal Gis Partners, Inc. for Geographic Information System (GIS) be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Sullivan. Nays: None. Absent: Galante President Pro Tem Mueller declared the motion carried.

Item #9 – CONSIDER AN ENGINEERING CONTRACT WITH ROBINSON ENGINEERING FOR PEDESTRIAN CROSSING FOR 179TH & LAGRANGE ROAD – During 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 179th Street from Chopin Drive to their west property line and the Village will be responsible for the sidewalk/crosswalk improvements/upgrades from their west property line to and including the crossings of 179th 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.

Funding is budgeted for in the FY23 Capital Budget

Total Budget Available:	\$700,000
Engineering Contract Amount:	<u>\$ 42,000</u>
Remaining Budget Amount:	\$658,000

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 Brady to recommend an engineering contract with Robinson Engineering for Pedestrian Crossing for 179th & Lagrange Road be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Sullivan. Nays: None. Absent: Galante President Pro Tem Mueller declared the motion carried.

Item #10 – CONSIDER AN ENGINEERING CONTRACT WITH ROBINSON ENGINEERING FOR THE OAK PARK AVENUE SIDEWALK IMPROVEMENTS - TINLEY PARK DRIVE TO 171ST STREET – Currently there is no sidewalk along the east side of Oak Park Ave from 171st Street to Tinley Park Drive. This causes most pedestrians to walk on 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.

Funding is budgeted for in the FY23 Capital Budget:

Total Budget Available:	\$658,000
Engineering Contract Amount:	<u>\$ 37,000</u>
Remaining Budget Amount:	\$621,000

Trustee Brennan asked where the sidewalk will be located. John Urbanski, Public Works Director, explained it will be in the existing island

Motion was made by Trustee Mahoney, seconded by Trustee Brennan to recommend an engineering contract with Robinson Engineering for the Oak Park Avenue Sidewalk Improvements - Tinley Park Drive to 171st Street be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Sullivan. Nays: None. Absent: Galante President Pro Tem Mueller declared the motion carried.

Item #11 – CONSIDER A CONTRACT RENEWAL WITH BEVERLY SNOW & ICE, INC. FOR PARKING LOT SNOW REMOVAL (3RD YEAR) – Public Works recommended awarding a contract to Beverly Snow & Ice, Inc. for snow removal in the 21 parking lots and sidewalks at various locations in the Village. The current contract has the option of two (2) – one (1) year renewals. This will be the second and final year of this contract. For the past six (6) years Beverly Snow & Ice has proven to be a professional, reliable contractor with reasonable rates.

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.

Funding is available in the approved FY23 budget, Road & Bridge operations, and maintenance fund:

Total Budget Available	\$512,590
Lowest responsible bidder for 25 events	<u>\$312,500</u>
Difference (under budget)	\$200,090

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 renewal with Beverly Snow & Ice, Inc. for Parking Lot Snow Removal (3rd year) be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Sullivan. Nays: None. Absent: Galante President Pro Tem Mueller declared the motion carried.

Item #12 – CONSIDER A CONTRACT RENEWAL WITH ROY ZENERE TRUCKING AND EXCAVATING FOR CUL-DE-SAC SNOW REMOVAL (3RD YEAR) – Public Works recommended awarding a contract to Roy Zenere Trucking and Excavating for snow removal in the 252 cul-de-sacs and eyebrows in various locations in Village. The current contract has the option of two (2) – one (1) year renewals. This will be the second and final extension of the contract. Over the past nine (9) years Roy Zenere Trucking & Excavating has proven to be a professional, reliable contractor with reasonable rates.

For comparative purposes in the bidding setting, 10 events were selected but actual callouts may vary due to actual snowfall.

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

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 renewal with Roy Zenere Trucking and Excavating for cul-de-sac Snow Removal (3rd year) be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Sullivan. Nays: None. Absent: Galante President Pro Tem Mueller declared the motion carried.

Item #13 – CONSIDER A CONTRACT WITH MORTON SALT, INC. FOR BULK ROAD SALT PURCHASE – 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 is \$409,035.

Historical Seasonal Costs:

2021-2022	\$366,135
2020-2021	\$325,050
2019-2020	\$480,480

A request for a purchasing agreement proposal for bulk rock salt was requested from 4 companies:

Morton Salt, Inc.	Oakbrook, IL	\$74.37 per ton
Cargill	North Olmsted, OH	No response
Chicago Salt	Riverdale, IL	No response
Compass Minerals	Overland, KS	Did not meet specifications

Funding 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

Central Management Services (CMS) contracts for a state-wide purchase of bulk road salt supply opened bids in 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.

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Sullivan, seconded by Trustee Mahoney to recommend a contract with Morton Salt, Inc. for bulk road salt purchase be forwarded to the Village Board. Vote by roll call. Ayes:

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

Item #14 – CONSIDER A CONTRACT RENEWAL WITH B & B HOLIDAY DECORATING FOR HOLIDAY DECORATIONS (2ND YEAR) – Public Works is recommended awarding a contract for the installation, maintenance, and takedown of the holiday decorations. The contract has the option of two (2) – one (1) year renewals. This would be the first extension of the contract. B & B Holiday coordinated and provided seasonal holiday decoration services for the past 4 years and came highly rated.

Funding is budgeted in the FY23 Budget:

Budget Available	\$50,000.00
Year 2 of 3 contract	<u>\$39,213.32</u>
Difference	\$10,786.68

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Brady, seconded by Trustee Sullivan to recommend a contract renewal with B & B Holiday Decorating for Holiday Decorations (2nd year) be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Sullivan. Nays: None. Absent: Galante President Pro Tem Mueller declared the motion carried.

Item 15 – 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 Brennan, seconded by Trustee Sullivan, to adjourn the Committee of the Whole. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Sullivan. Nays: None. Absent: Galante President Pro Tem Mueller declared the meeting adjourned at 6:21 p.m.



Interoffice Memo

Date: October 26, 2022

To: Village Board of Trustees

From: Kristin Thirion

Subject: Fratello's Café & Deli –Class EV Status

At the last Village Board meeting, staff presented an item related to Fratello's liquor license. As previously explained, Mr. Sam Safar has been in the process of purchasing Fratello's Café & Deli located at 7101 West 183rd Street. While he was proceeding with the purchase, it was recommended the Board approve a Class E liquor license so he could have some level of assurance he'd be able to continue to operate business as usual once the sale was final. Staff shared that he would consequently be following up about the video gaming license as well. Now that the sale has been completed and the application process (including fingerprinting for a background check) is done, it is recommended we finalize the process and issue a Class EV license to include video gaming.



Interoffice Memo

Date: November 1, 2022

To: Village President and Board of Trustees

From: Daniel Ritter, Interim Community Development Director

Subject: Purchase of Land for Western Booster Station

Background

The west section of the Village experiences lower than desired water pressure. By installing the Western Pressure Booster, the water pressure will be increased to meet the demand for water supply and pressure for existing and future development. The scope will involve a series of pressure sustaining valves (PSV), existing in line valve closures, new water main piping, and an above ground booster station.

After consideration of various locations for a booster station, the Village engineer determined the preferred location on a large parcel of property owned by Gallagher and Henry along 179th Street. The land was planned and approved for a future single family home subdivision. Upon negotiations, the village was able to come to an agreement for a parcel of land that would fit with the developer's future plans for the subdivision (thus the reason for the abnormal shape.) The purchase of the land would be for \$100,000 and allow for construction of the booster station to begin in 2023.

Staff Recommendation:

Staff recommends moving the Resolution to Approve the purchase agreement to the Village Board meeting today.



Interoffice Memo

Date: November 1, 2022

To: Village President and Board of Trustees

CC: Daniel Ritter, Interim Community Development Director

From: Jarell Blakey, Community Development Management Analyst

Subject: Amending Section XIII of the Village Subdivision Regulations to include a Professional Fee Agreement

Background

Staff is requesting to amend Section XIII of the Subdivision Regulations Code, to include a Professional Fee and Cost Reimbursement Agreement to act as a security deposit to cover professional fees during development projects.

Throughout development projects, it is understood and agreed to in the application that the developer shall pay the Village any and all professional staff fees, costs and expenses incurred by the village as a result of or in conjunction with the developer's project. The Village's professional staff includes, but is not limited to, its attorneys, engineers, land planners, traffic and transportation consultants, etc. Fees shall include, but not be limited to, all time associated with any review, analysis, discussions, meetings, inspections, planning and all other work or services to be performed on behalf of the Village in conjunction with the project.

However, it has been a common occurrence for developers to have unresolved invoices that require village staff to exert excess time to ensure payment is received. Additionally projects may stop before or during construction with invoices still needing to be paid. As a result of this, staff is proposing a professional fee and cost reimbursement agreement to be included in all development projects to act as a security deposit. The village will retain this professional fee and will be authorized to use it to pay any outstanding invoices that a developer may leave unresolved. The proposed policy will ensure that the village's general fund is protected when it comes to these projects. Flexibility has been built into the ordinance that gives the Community Development Director authority to change the amount of the deposit based upon the scope of a project and expected costs.

Through research from neighboring municipalities, it has become apparent that this type of agreement is commonplace and has worked quite well in ensuring developer's pay their bills. The communities compared for this project are as follows: New Lenox, Orland Park, and Oak Forest. All the villages listed require a form of deposit to be included with their planning applications. The amount of the deposit is dependant on type and scope of the project.

Recommendation

After review of existing fee structures and consideration of the past due invoices we have encountered in past developments, staff recommends the village adopt a fee agreement in the amount of \$5,000 for Preliminary/Final PUDs, Preliminary/Final Plats of Subdivision, and new commercial and residential development approvals. The security deposit amount can be adjusted administratively at the discretion of the Community Development Director based on a project's scope.

Staff Direction Request

Move the proposed ordinance to the November 15, 2022 regular Village Board meeting for adoption.



THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE

NO. 2022-O-XXX

**AN ORDINANCE AMENDING SECTION XIII OF THE VILLAGE OF TINLEY PARK
SUBDIVISION AND DEVELOPMENT REGULATIONS TO INCLUDE A
PROFESSIONAL FEE AND COST REIMBURSEMENT AGREEMENT IN THE
VILLAGE FEE SCHEDULE**

**MICHAEL W. GLOTZ, PRESIDENT
NANCY O'CONNOR, VILLAGE CLERK**

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees**

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2022-O-XXX

**AN ORDINANCE AMENDING SECTION XIII OF THE VILLAGE OF TINLEY PARK
SUBDIVISION AND DEVELOPMENT REGULATIONS TO INCLUDE A
PROFESSIONAL FEE AND COST REIMBURSEMENT AGREEMENT IN THE
VILLAGE FEE SCHEDULE**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village of Tinley Park ("Village") in an effort to minimize the financial impact of professional service fees associated with development projects, the Village has created a Professional Fee and Cost Reimbursement Agreement that will require developers to deposit funds into an escrow account held by the village to cover professional services until project completion as determined by the village; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to amend Section XIII of the Subdivision and Development Regulations to include a "Professional Fee and Cost Reimbursement Agreement" that will be binding and be subject to director approval, attached hereto as Exhibit 1; and

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

SECTION 1: That Section XIII of the Tinley Park Subdivision and Development Regulations is hereby amended to read as follows, with the additions underlined and deletions struck through:

E. Professional Fee and Cost Reimbursement Agreement

(a) Execution of agreement.

- **Initial request.** Any developer, person, entity, corporation, association or group (hereinafter referred to as the "developer"), requesting, seeking, submitting or applying for an annexation, subdivision, re-subdivision, development, redevelopment, site plan or plat approval, or upon request of the village, shall execute and deliver to the village a

Professional Fee and Cost Reimbursement Agreement, the form of which is on file in the office of the village clerk

- **Pending actions.** Any developer, person, entity, corporation, association or group who presently has a pending zoning change, annexation, subdivision, re-subdivision, special use, variance, development, redevelopment, site plan or plat approval, shall execute a Professional Fee and Cost Reimbursement Agreement before the village will proceed.
- **Deposit.** Upon delivery of an executed Professional Fee and Cost Reimbursement Agreement, the developer shall also post with the village a deposit in the sum of i) \$5,000.00 for preliminary subdivision plats, preliminary planned unit development plats, final subdivision plats and final planned unit development plats; as security for the developer's payment of such professional staff fees, costs and expenses. The village is authorized to apply this security in payment of such fees, costs and expenses in the event the developer fails to make timely payments to the village as required under the executed Professional Fee and Cost Reimbursement Agreement. This amount can be administratively adjusted at the direction of the Community Director subject to the size and scope of the proposed development.
- **Payment of fees.** The developer shall pay or reimburse the village for any and all fees and expenses the village incurs for the utilization of professional service providers and staff to review and inspect the developer's project. Fees shall include, but are not limited to, all time associated with any review, analysis, discussions, meetings, inspections, planning and all other work or services performed on behalf of the village. Professional staff shall include, but are not limited to, professional staff of the village, attorneys, engineers, land planners, landscape architects, arborists, and traffic and transportation consultants.
- **Maintaining deposit.** The amount of the deposit as set forth in the Professional Fee and Cost Reimbursement Agreement shall be continuously maintained by the developer. In the event that the amount of the deposit is not maintained as required and the village should extend payment for related fees, costs and expenses in excess of the deposit, it shall not be a waiver of the developer's liability to reimburse the village for the fees, costs and expenses paid and the developer shall provide full and complete reimbursement to the village immediately upon demand. The village may also direct that all professional staff and village staff cease work on developer's project until all statements are paid in full.

(b) Issuance/renewal.

- Prior to the consideration, issuance, granting or renewal of any license, permit, approval or inspection required under any provision of this code, the village department or employee charged with the duty to issue or renew such license or permit, or conduct inspections, shall contact the finance department to determine whether any monies are due and owing in excess of 60 days to the village from the developer. If monies are found to be due and owing the village in excess of 60 days, the village shall reissue the bill, fee or expense, and said license, permit, approval or inspection shall not be issued, renewed or approved until all monies due and owing to the village have been paid in full, and the finance department so certifies.

- If the finance department contacts an employee who issues or renews such license or permit, or conducts inspections for a project that monies in excess of 60 days are owed, said license, permit, approval or inspection shall not be issued, renewed or approved until all monies due and owing to the village have been paid in full, and the finance department so certifies.

(c) Appeals.

- Any developer, person, entity, corporation, association or group desiring to challenge a bill, fee or expense issued under the provisions of this section shall have the right to appeal the bill, fee or expense to the finance department within 30 days after the receipt of the invoice. The appeal shall specifically identify any and all fees, costs, or expenses which are objected to by the developer and all documentation supporting the basis for the appeal. Failure to identify any specific fee, cost or expense in an invoice, along with the documentation supporting the specific fee, cost, or expense, shall result in a waiver of any such appeal.
- The appeal must be in writing and shall contain a specific request for a review of fees. If a review is requested, a meeting with the Community Development Director and Finance Department Staff shall take no earlier than 14 days after the written appeal is submitted. A decision from the involved parties must be rendered within 14 days of the meeting.
- The failure to file a written appeal shall be deemed to approve the amount(s) owed and/or services performed.

SECTION 2: That the Professional Fee and Cost Reimbursement Agreement is attached hereto as **Exhibit #1.**

SECTION 3: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 4: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 15th day of November 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 15th day of November 2022.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, NANCY O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2022-O-XXX, “AN ORDINANCE AMENDING SECTION XIII OF THE VILLAGE OF TINLEY PARK SUBDIVISION AND DEVELOPMENT REGULATIONS ORDINANCE TO INCLUDE A PROFESSIONAL FEE AND COST REIMBURSEMENT AGREEMENT IN THE VILLAGE FEE SCHEDULE” which was adopted by the President and Board of Trustees of the Village of Tinley Park on November 15, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15th day of November, 2022.

VILLAGE CLERK

Exhibit 1 – Professional Fee Agreement



Village of Tinley Park
Community Development Dept.
16250 S. Oak Park Ave.
Tinley Park, IL, 60477
708-444-5100

Professional Fee and Cost Reimbursement Agreement

This Professional Fee and Cost Reimbursement Agreement ("Agreement") entered into this ____ day of _____, 20____, between The Village of Tinley Park, Cook and Will Counties, a home rule municipality (hereinafter referred to as "VILLAGE"), and _____ (hereinafter individually and collectively referred to as "DEVELOPER").

WHEREAS, as a result of the DEVELOPER's project, the VILLAGE must have its professional service providers and staff analyze review and comment upon and perform other services solely on the VILLAGE's behalf from the time of inception of the project through its completion; and

WHEREAS, the DEVELOPER acknowledges it should pay the VILLAGE's fees, costs and expenses for professional service providers' services and staffs' services, rather than impose the costs upon the VILLAGE's residents;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged by the parties by the execution hereof, it is hereby agreed as follows:

SECTION ONE. PROFESSIONAL FEES. The DEVELOPER shall pay the VILLAGE any and all professional service provider and staff fees, costs and expenses incurred by the Village as a result of or in conjunction with the DEVELOPER's project from this date and prior thereto, through the project's completion as determined by the VILLAGE and/or VILLAGE's acceptance of all public improvements associated with the project, whichever occurs last. The VILLAGE's professional service providers and staff includes, but is not limited to, its attorneys, engineers, land planners, traffic and transportation consultants, etc. Fees shall include, but not be limited to, all time associated with any review, analysis, discussions, meetings, inspections, planning and all other work or services to be performed on behalf of the VILLAGE in conjunction with the project. The VILLAGE's professional service providers and staff fees shall be billed to the DEVELOPER in the amount as authorized by the VILLAGE to be paid for such services.

SECTION TWO SECURITY. Upon written request from the VILLAGE, the DEVELOPER shall post with the VILLAGE the sum of \$5,000 cash or certified funds as security for the DEVELOPER's payment of such professional fees, costs, and expenses or another amount as approved from time to time as the standard security deposit amount by the Community Development Director. The VILLAGE is specifically authorized to apply this security in payment of such fees, costs and expenses in the event the DEVELOPER fails to make timely payments to the VILLAGE as required under this Agreement. The DEVELOPER is obligated to continuously maintain the original deposit amount with the VILLAGE until the project's completion and DEVELOPER expressly waives any claims for interest related to funds it deposits with the VILLAGE.

SECTION THREE. PAYMENT. The VILLAGE shall provide the DEVELOPER with an itemized statement of fees. The DEVELOPER shall pay the VILLAGE within thirty (30) days upon receipt of the statement from the VILLAGE. If the DEVELOPER does not pay the statement within

the thirty (30) day period, The VILLAGE may direct that all professional service providers and staff cease work on the project of the DEVELOPER, until all statements due and owing are paid in full. In the event that the DEVELOPER does not make payment to the VILLAGE in adequate time, the amount of all statements due and owing will be deducted from the security deposit and work by the VILLAGE will cease until the developer has replenished the account to a minimum of \$5000.

SECTION FOUR. COOPERATION. The DEVELOPER shall fully cooperate with the VILLAGE, its officials and professional staff with respect to its project.

SECTION FIVE. REPRESENTATION OF VILLAGE ONLY. The DEVELOPER acknowledges that the VILLAGE's professional service providers and staff solely represents the VILLAGE and the VILLAGE's interest and do not represent the DEVELOPER

SECTION SIX. CONFLICT. If any of the terms and provisions of this Agreement conflict with any ordinance of the VILLAGE or agreement between the parties, the terms and provisions of this Agreement shall supersede and control any other terms and provisions.

SECTION SEVEN. ATTORNEY'S FEES. In the event any suit or other action is brought to enforce or which otherwise affects this Agreement, or any of its provisions, the DEVELOPER, in addition to all other fees, costs and expenses shall pay the VILLAGE's attorney's fees, expert witness fees, costs and any other associated expenses. The venue for such suit shall be in the Circuit Court of Cook County, Illinois.

SECTION EIGHT. SEVERABILITY. The invalidity of any paragraph or subparagraph of this Agreement shall not impair the validity of any other paragraph or subparagraph. If any provision of this Agreement is to be determined unenforceable, such provision shall be determined severable and the Agreement may be enforced with such provision severed or as modified.

SECTION NINE. ENTIRE AGREEMENT. This Agreement embodies the entire agreement and understanding between parties and there are no other agreements, representations or understandings, oral or written, between the parties with respect to the subject matter of this Agreement. No alteration, modification, amendment or change of this Agreement shall be valid unless agreed by the parties in writing.

SECTION TEN. OTHER FEE ORDINANCES. The DEVELOPER acknowledges that it has been advised that this Agreement is intended to secure the VILLAGE's recovery of professional fees, costs and expenses as hereinabove described, and under circumstances where such fees, costs and expenses may not otherwise have been recovered. Notwithstanding the foregoing or anything else herein to the contrary, nothing herein shall be understood to relieve the DEVELOPER of its responsibilities hereunder and under any applicable ordinances of the VILLAGE, including, but not limited to, any fees payable pursuant to Section XI: Comprehensive Fee Schedule of the Village Municipal Code of Ordinances, provided; however, that the VILLAGE shall take such action as it may deem appropriate to avoid invoicing for, or collecting, duplicate reimbursements of the same expenses or costs.

[Remainder of page left blank]

Dated at Tinley Park, Cook and Will Counties, Illinois on the date written above.

VILLAGE OF TINLEY PARK,
ILLINOIS COOK AND WILL
COUNTIES, an Illinois Home Rule
Community.

(Corporate Seal)

By _____
Community Development Director

ATTEST:

By: _____
Village Clerk

DEVELOPER

(Corporate Seal)

By: _____
President



Interoffice Memo

Date: November 1, 2022
To: Village President and Board of Trustees
From: Daniel Ritter, Interim Community Development Director
Subject: Rescinding Ordinances Related to Annexations and Development of Fox College Parking Lot Expansion – 18020 Oak Park Avenue

Background

In 2020, Fox College proposed expanding their parking lot at their facility at 18020 Oak Park Avenue by developing a parking lot and detention facilities on properties located to the west of the facility. The request included annexing the properties, rezoning, and zoning variations. The three ordinances allowing for the development were approved by the Village Board on September 15, 2020.

However, the development never moved forward as the petitioner noted they would not be completing the land acquisition or submitting the Plat of Annexation for recording. The issues included a high construction cost that was increasing due to location in a floodplain and the decreasing need for parking following the Covid-19 pandemic as some classes were shifted online.

Staff wishes to clear up this by formally rescinding the ordinances to avoid future confusion by anyone.

Staff Recommendation

Move the Ordinance rescinding previously approved Ordinances 2020-O-051, 2020-O-052, and 2020-O-053 to the Village Board meeting today.



Interoffice Memo

Date: November 1, 2022

To: Village President and Board of Trustees

From: Daniel Ritter, Interim Community Development Director

Subject: Marriott Hotels (Residence Inn and Courtyard) Annexation Agreement Amendment for Recapture Payment Plan

Background

The Village Board approved the annexation and development of two Marriott Branded hotels: Residence Inn and Courtyard on August 16, 2022. The developer intends to start construction work in Spring 2023. The development was able to move forward due to a utility extension project currently underway that brings sanitary sewer and water to the site. As part of the utility work, recapture of the costs was placed on the various undeveloped properties which the worked served to benefit.

Due to increasing costs for construction and financing of the project, the petitioner is looking for some flexibility in the payment of the recapture amount due (\$440,164.67) prior to subdivision of the lot as required in the annexation agreement. Proposed is a 5-year payment plan with a flat 5% interest rate to simplify payments (as opposed to tying to variable pricing indexes). The payment flexibility will allow the petitioner time to finish the project and start earning revenue instead of owing the full amount up front before construction starts.

While money owed would transfer to any future owners, the agreement requires any remaining balance be paid if the properties are ever sold to ensure that if it is sold before all payments are made, the amount is worked out with the sale and does not transfer to the new owner to make payments.

Staff Recommendation:

Staff recommends moving the proposed Annexation Agreement Amendment to the Village Board meeting today.



Interoffice Memo

Date: October 25, 2022
To: Village Board
From: Hannah Lipman, Assistant Village Manager
Cc: Pat Carr, Village Manager
Subject: Liability Insurance – 2023 Renewal

In 2021, staff presented various options to the Board as it relates to the Village's liability insurance. After conducting an internal cost analysis, and review of various insurance carriers, staff recommended the Board approve switching to the Illinois Municipal League Risk Management Association (IML RMA).

When the Village switched to IML RMA, we agreed to what is called the min/max policy, which establishes a minimum—but also a maximum—premium that the Village would pay in any given policy year depending on the claims experience. We also moved away from high deductibles (i.e. worker's compensation was previously at \$300,000) and now have \$0 deductibles across most lines.

For the 2022 policy year, the Village paid \$919,601 as the minimum premium, with a potential maximum contribution not to exceed \$1,452,787. The renewal for 2023 is a minimum premium of \$990,962, with the potential maximum contribution not to exceed \$1,565,523. The increase in premium is largely due to an increase in payroll costs, not claims experience. Note, if the Village pays the renewal prior to November 18th, there will be a 1% savings, bringing the renewal cost down to \$984,552.38.

While the Village continues to pay and manage claims that remain open with our previous carrier, our claims experience has been good this past year, and have seen the expected savings since switching to IML RMA. To provide an idea of the level of savings we are seeing, outside of our premium with IML RMA we have had zero additional costs from January 2022 until present. In 2021, the Village paid a premium of \$810,209 and was also billed \$1,345,924 for claims due to the high deductibles with our previous carrier. This is nearly a million dollar savings, however, we do continue to have costs (\$855,103 YTD)

associated with open claims from the previous carrier, so the Village won't fully recognize those savings until old claims close out.

Outside of claims management, the Village has been very pleased with the service IML RMA has provided and the constant open line of communication. IML RMA has continued to meet or exceed our expectations, and therefore, staff recommends approving renewal for policy year 2023.

Illinois Municipal League

RMA

Risk
Management
Association



Average savings of 34%
for communities that
switch to RMA



Member
Retention



100% Local



Trusted by 700+
municipalities



The coverage
you need

The Illinois Municipal League Risk Management Association (RMA) is a member-owned, member-governed, self-insured pool that was designed and formed by the Illinois Municipal League (IML) specifically for Illinois' 1,295 municipalities.

RMA is local, with offices in Chicago, Danville and Springfield. While some carriers offer a line of coverage options for municipalities in various states, **RMA is committed and exclusively focused on providing insurance for only Illinois municipalities.** RMA is more than just the leader in Illinois municipal insurance. We know exactly what municipalities need in terms of coverage protection and loss prevention. Our team of membership specialists will actively manage risks, while remaining innovative with the primary goal of safeguarding your municipality's physical, human and financial assets.

RMA maintains the same high-level of service and accountability as the Illinois Municipal League. Local officials know they can trust and count-on IML — and you can trust and count on RMA in the same way.

The most competitive pricing in the marketplace, with the coverage you want and need.

Contact RMA today for a free, no hassle quote.

imlrma.org | (800) 252-5051



RMA has local service teams proudly serving members across the entire state.



RMA is committed to superior service. Each municipality's local service team is able to provide support for whatever need arises.



Formed by the Illinois Municipal League (IML) to protect the best interests of Illinois municipalities.



Members have access to online and in-person safety trainings that fit each municipality's specific needs.



RMA has the tools you need to easily submit and track claims, and provides access to state of the art building evaluation software and more.



Certificates of insurance are issued within 24-hours or less.



RMA only serves Illinois cities, villages and towns.



RMA offers competitive pricing with exclusive renewal and payment discount options.



Each member municipality has their own local RMA support team and members can always contact the RMA Managing Director.



RMA is non-profit and governed by a Board of Directors made up of municipal elected officials.



RMA's network of attorneys specializes in municipal litigation and is composed of attorneys from throughout the state.



RMA offers fast and transparent claims processing, working with each municipality to achieve positive solutions.

Minimum/Maximum Contribution Agreement

This Agreement is between the Illinois Municipal League Risk Management Association (RMA), an intergovernmental association formed pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the **VILLAGE OF TINLEY PARK**, a member of RMA. This Agreement amends and supplements the declarations pages dated January 01, 2023 to January 01, 2024 and all endorsements thereto.

1. DEFINITIONS

The following definitions shall apply for purposes of this Agreement:

- Loss Fund – Those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Minimum Loss Fund – 55% of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Maximum Loss Fund – 110% of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Paid Claim Dollars – Those payments made by RMA on claims including defense costs against the **VILLAGE OF TINLEY PARK** minus recovery from subrogation, deductible or salvage credited against those claim payments.
- Minimum Contribution – Minimum Loss Fund including reinsurance and excess premiums and administrative costs.
- Maximum Contribution – Maximum Loss Fund including reinsurance and excess premiums and administrative costs.

2. MINIMUM/MAXIMUM CONTRIBUTION BREAKDOWN

The **VILLAGE OF TINLEY PARK** hereby agrees to the following schedule of contributions:

		<u>Minimum Contribution</u>		<u>Maximum Contribution</u>
Reinsurance and Excess Premiums and Administrative Costs		\$ 416,401		\$ 416,401
Loss Fund	@ 55%	<u>\$ 574,561</u>	@ 110%	<u>\$1,149,122</u>
Contribution		\$ 990,962		\$1,565,523

3. Based upon a comparison of paid claim dollars against the loss fund, RMA will determine whether additional contributions beyond the minimum contribution will be required up to the maximum contribution.
4. For purposes of determining paid claims, RMA will complete a semi-annual review of paid claim dollars.

5. **NOTICE**

RMA hereby agrees to send, through its agents, written notice when paid claim dollars are equal to or greater than 60% of the Minimum Loss Fund.

RMA agrees, through its agents, to send a second written notice when paid claim dollars equal or exceed 85% of the Minimum Loss Fund.

6. **BILLING/PAYMENT** – The parties to this Agreement hereby agree to the following terms:

When paid claim dollars reach or exceed 100 percent of the Minimum Loss Fund, billing will be instituted on a yearly basis for those paid claim dollars in excess of the Minimum Loss Fund and billing will continue on a yearly basis until the Maximum Loss Fund limit is attained or all claims initiated during the coverage period are closed. Billings will be completed in July of each year for paid claim dollars through June 30.

The **VILLAGE OF TINLEY PARK** hereby agrees to make payment within 30 days of its receipt of billing.

7. All other definitions, conditions and coverages of RMA remain the same under this Agreement, including the handling of all claims and member contribution payment schedules.

8. This Agreement is to be interpreted and construed in accordance with the laws of the State of Illinois.

9. If any one portion or portions of this Agreement is found to be invalid or unenforceable, the remainder shall remain valid and binding on the parties.

The undersigned hereby affirm that they are duly authorized as agents to bind the parties to this Agreement.

Mayor/Village President/Town President

Date

Treasurer/Comptroller/Risk Management Coordinator

Date

Reserved for RMA use only

RMA Managing Director

Date

**INVOICE****2023 Min/Max Contribution**

The signed Min/Max Agreement
must be returned with your payment.

PO Box 5180, Springfield, IL 62705-5180 | Ph: (217) 525-1220 | Fax: (217) 525-7438

Please return this form with payment
after completing the information
on the reverse side.

Date: October 3, 2022

Member: Village of Tinley Park

Account #: 0586

Indicate Payment Option (from list below): _____

Amount Enclosed: \$ _____

MAKE CHECK PAYABLE TO RMA

BILLING DETAIL**2023 IML RISK MANAGEMENT ASSOCIATION ANNUAL CONTRIBUTION**

Work Comp	\$463,351
Auto Liability & Comprehensive General Liability	\$387,502
Portable Equipment	\$5,836
Auto Physical Damage	\$34,737
Property	\$99,536
	<hr/>
	\$990,962
	<hr/>
2023 ILLINOIS MUNICIPAL LEAGUE MEMBERSHIP DUES*	\$3,500

INVOICE TOTAL

\$994,462

**PLEASE CHOOSE ONE OF THE FOLLOWING
PAYMENT OPTIONS and enter it in the space
provided above:**

OPTION #1 – Pay Full Amount

Contribution Amount	\$990,962.00
Minus 1% Savings	\$9,909.62
	<hr/>
	\$981,052.38
Illinois Municipal League Dues	\$3,500.00
Total due by 11/18/22	\$984,552.38

OPTION #2 - Pay Full Amount

Contribution Amount	\$990,962.00
Illinois Municipal League Dues	\$3,500.00
Total due by 12/16/22	\$994,462.00

OPTION #3 - Pay in two installments

Includes 1% installment fee

Contribution Amount	\$990,962.00
Plus 1% fee	\$9,909.62
	<hr/>
	\$1,000,871.62
Illinois Municipal League Dues	\$3,500.00
	<hr/>
	\$1,004,371.62

\$739,583.79 Due by 12/16/22

\$264,787.83 Due by 5/19/23

**Membership with the Illinois Municipal League (IML) is a requirement to remain a member of the IML Risk Management Association.*

On behalf of the municipality named above ("Member"), I hereby warrant that I have the authority to sign this agreement on the Member's behalf. (If choosing the installment option, I acknowledge and understand that it is afforded only as a benefit for budgeting purposes and is not meant to allow for mid-term withdrawal.) I acknowledge and understand that Article 5 of the Intergovernmental Cooperation Contract ("Contract") prohibits termination of the Intergovernmental Cooperation Contract no less than 120 days prior to the first day of January of any given year. Per Article 5, I warrant that the Member will adhere to the Contract and pay all contributions when due.

Municipal Official (please sign):

Title: _____

Date: _____



Interoffice Memo

Date: October 27, 2022

To: Village Board

From: Pat Carr, Village Manager

CC: Hannah Lipman, Asst. Village Manager

Subject: General Matters Legislative Consulting Agreement

Cornerstone Government Affairs has provided a new proposal to assist with general matters with the State of Illinois and various regulatory departments. Due to the complicated nature of regulatory matters with the State of Illinois, Cornerstone Government Affairs specializes in this area and will assist with these complex discussions.

Requesting approval to execute the agreement with Cornerstone Government Affairs for 12 months at a rate of \$4,000 per month (Billed Monthly) for a total of \$48,000.



Interoffice Memo

Issued/Approved by: **Stephen C. Klotz,**
Fire Chief Administrator

Memo #22-144

Date: October 25, 2022
To: Pat Carr, Village Manager
From: Stephen C. Klotz, Fire Chief Administrator
Subject: Fire Department Cost Recovery

Cost Recovery Initiative

The Fire Department is seeking approval for the reimbursement of costs incurred while responding to incidents that are typically covered by insurance policies. Having the ability to charge costs per incident will free up the Fire Department's resources for the increasing costs of life saving equipment needed to keep our community safe. This cost recovery structure will be implemented by billing for reimbursements on a per incident basis, rather than a blanket fee or tax addition.

Attached are the charges/rates for billing incidents with a description of what is included for the charge. I think it is important to stress that NO Resident of Tinley Park will be required to pay any bill above what the insurance company pays out in their standard policies. In most standard auto, home, and business insurance policies there are built in coverages for Fire Department services.

For example: The fee for a MVA (Motor Vehicle Accident) is \$506. The insurance company policy limits a Fire Department response for the MVA to \$200. The billing company does not pursue full reimbursement from the resident for the \$306 balance.

Respectfully,

Stephen C. Klotz,
Fire Chief Administrator

SCK/jh

BILLABLE INCIDENTS / TYPICAL FEE STRUCTURE:

MOTOR VEHICLE INCIDENTS

Level 1 - \$506.00

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$576.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department must clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE - \$704.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled because of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,520.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department must free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$465.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Hazmat

Level 1 - \$816.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up, and command.

Level 2 - \$2,913.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 – \$6,875.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery, and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - each additional hour @ \$336.00 per HAZMAT team.

FIRES:

Assignment - \$466.00 per hour, per engine/ \$582.00 per hour, per truck.

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

WATER INCIDENTS:

Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

Billed at \$466 plus \$58 per hour, per rescue person.

Level 2

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department must clean up small amounts of gasoline or other fluids that are spilled, as a result of the incident.

Billed at \$932 plus \$58 per hour, per rescue person.

Level 3

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery, and identification of material. Disposal and environment clean up. Includes above in addition to, any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,304 plus \$58 per hour per rescue person, plus \$117 per hour per HAZMAT team member.

BILLING PROCESS (SIMPLIFIED):

Once an Ordinance is passed that outlines billing fees:

1. The FD submits a billable Fire incident to billing company electronically via NFIRS reporting system.
2. Billing company creates an account for the insured party and files an invoice/ claim with the insurance company based on the documented services received from the Fire Department.
3. Billing company follows up on the invoice/claim submitted.
4. Insurance company accepts liability for accident/occurrence.
5. Billing company works back and forth (via email, mail, and phone) with insurance company and the assigned adjusters to substantiate charges.
6. Insurance company notifies billing company of the final approved payment amount.
7. Payment is received by billing company and is noted in the insured party account.
8. Based on the preference of the FD: if there is an outstanding balance for Non-Residents, after insurance pays, an invoice is sent directly to the Non-Resident for the outstanding balance.
9. Billing company issues FD a check monthly for all payments received for the month. With this check, will be an accompanying report showing all payments that make up the lump sum of the check.
10. Billing company tracks all outstanding A/R and reports via dashboard and monthly reports to FD.

The standard billing fee is 20% of payments collected. There is never a charge, if payment is not made on an account.

AREA FIRE DEPARTMENTS BILLING FOR THESE SERVICES:

Well over 100 departments in Illinois are billing for these services. Below are a few in our area:

Orland FPD
Oak Lawn FD
Homer Township FPD
Lemont FPD
Romeoville FD
Plainfield FPD
Monee FPD
Richton Park FD
Beecher FPD
Frankfort FPD
Flossmoor FD
Mokena FPD
Palos Heights FPD
New Lenox FPD
Country Club Hills FD
Hazel Crest FD
Oak Forest FD
Matteson FD (just passed last week)



Interoffice Memo

Issued/Approved by: **Stephen C. Klotz,**
Fire Chief Administrator

Memo #22-145

Date: October 28, 2022
To: Pat Carr, Village Manager
From: Stephen C. Klotz, Fire Chief Administrator
Subject: Fire Department Apparatus Replacement

Apparatus Replacement

The fire department currently has an ongoing 20-year Apparatus Replacement Program to provide a plan that will assist in budgetary considerations in relation to fire apparatus replacement. Fire apparatus has traditionally taken approximately 10 months to build from time of order. Delivery timelines have now increased to 32 - 38 months for delivery.

With that being said, over the next three budget cycles we would be ordering one Engine and one Ladder Truck to maintain the replacement program. We have the opportunity to place an order for the above apparatus now and that would avoid any price increase over the next 32-38 months. There is no money required for this order until the units are delivered. We have several payment options including not paying until the units are delivered.

Pricing Summary:

Enforcer Pumper	\$972,238.00
Enforcer 100' Aerial Ladder	\$1,658,738.00
Multi-Unit Discount	<u>(\$10,000.00)</u>
Total Sale Price	\$2,630,976.00

Both units have been pre-bid by Houston-Galveston Area Council (HGAC) Consortium Pricing.

Respectfully,

Stephen C. Klotz,
Fire Chief Administrator



Interoffice Memo

Date: October 26, 2022

To: Pat Carr, Village Manager
Hannah Lipman, Assistant Village Manager
John Urbanski, Public Works Director

From: Terry Lusby, Jr., Facilities & Fleet Superintendent

Subject: Approve Public Works High Density Polyethylene Duct Purchase

Presented at the Committee of the Whole and Village Board meetings for consideration and possible action.

Description: Approve the Public Works Department 1.250" High Density Polyethylene Duct purchase that is valued over \$20,000.

Background: Public works has utilized all of our stocked 1.250" High Density Polyethylene Duct to repair damaged electrical wiring for streetlights throughout various areas within the Village of Tinley Park. Many areas within the Village have direct buried wiring for streetlight infrastructure which is subpar to our current standard and the direct buried wiring needs to be fully replaced within duct after multiple failures/breaks on the same line and location. Therefore, we obtained the following three (3) quotes:

- CED-EFENGEE Electrical Supply: \$27,226 (note: vendor minimum purchase length for duct is 8,000 ft.; Wiring included in quote but it will not be installed inside the duct)
- Steiner Electric Company: \$27,999 (Wiring included in quote but it will not be installed inside the duct)
- Gordon Electric Supply: \$27,865 (Wiring included in quote and it will be installed inside the duct)

Gordon Electric Supply was the only company we located who will install the wiring inside the duct which is a substantial cost savings on labor as well as between \$9,000-\$10,000 for the wire as shown on the quotes to pull 5,000 feet of wiring through the duct ourselves. Staff is requesting authorization to purchase two (2) High Density Polyethylene Duct reels to replenish our stock yard from Gordon Electric Supply.

Budget / Finance: Funding is budgeted and available in the approved FY23 Budget; Municipal Buildings Fund.

Budget Available	\$60,000
Purchase Amount	\$55,731
Difference – Under Budget	\$4,268

Staff Direction Request:

1. Approve a direct purchase order from Gordon Electric Supply of Illinois for two (2) High Density Polyethylene Duct reels as estimated in the following amount of \$55,731.
2. Direct staff as necessary.

PUBLIC COMMENT

ADJOURNMENT