

**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 December 6, 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 NOVEMBER 15, 2022.
4. REVIEW MID-YEAR BUDGET FOR FISCAL YEAR 2023.
5. CONSIDER REVIEW OF TAX LEVY.
6. CONSIDER CLASS A LIQUOR LICENSE FOR PEPE'S MEXICAN RESTAURANT, 6911 159<sup>TH</sup> STREET.
7. CONSIDER 2023 VILLAGE BOARD AND COMMITTEE OF THE WHOLE MEETING SCHEDULES.
8. CONSIDER AN AGREEMENT WITH THE TINLEY PARK PARK DISTRICT FOR SALE OF VERMEER BRUSH CHIPPER.
9. CONSIDER CONTRACT WITH AIRY'S INC. FOR BOOSTER STATION CONSTRUCTION - WESTSIDE PRESSURE IMPROVEMENTS.
10. CONSIDER ENGINEERING SERVICE AGREEMENT WITH ROBINSON ENGINEERING FOR KIMBERLY HEIGHTS PHASE II.
11. CONSIDER CONTRACT WITH SITE DESIGN GROUP, LTD. FOR GENERAL LANDSCAPE ARCHITECTURE SERVICES.
12. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

NANCY M. O'CONNOR, VILLAGE CLERK

**ROLL**

**CALL**

**MINUTES**  
**Meeting of the Committee of the Whole**  
**November 15, 2022, 2022 – 6:00 p.m.**  
**Village Hall - Council Chambers**  
**16250 S Oak Park Ave.**  
**Tinley Park, IL 60477**

**Item #1** - At 6:05 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  
M. Walsh, Police Chief  
D. Adamski, Assistant Finance Director  
S. Klotz, Fire Chief  
D. Ritter, Interim Community Development Director  
J. Urbanski, Public Works Director  
D. Framke, Marketing Director  
A. Ardolino, IT Director  
P. O'Grady, Village Attorney

Others Present:

**Item #3 - CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD ON NOVEMBER 1, 2022** – Motion was made by Trustee Brennan, seconded by Trustee Brady to approve the minutes of the Committee of the Whole meeting held on November 1, 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 A CLASS B LIQUOR LICENSE FOR OAK PARK FOOD AND LIQUOR, 16658 OAK PARK AVENUE** – Oak Park Food & Liquor has approached the Mayor's Office seeking a Class B license for a liquor store located at 16658 Oak Park Avenue.

Oak Park Food & Liquor will sell convenience food and snack items in addition to packaged liquor. The planned hours of operation are 9:00 a.m. to 2:00 a.m., Sunday through Saturday.

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 Class B Liquor

License for Oak Park Food and Liquor, 16658 Oak Park Avenue 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 REVIEW OF PRELIMINARY TAX LEVY** – The State Truth in Taxation Act utilizes the prior year's extended levy as the basis for determining an increase for the current levy request. If the increase will be greater than 5%, a published notice (“Black Box”) and a public hearing are required as part of the levy approval process. Four options were provided:

	Village	Change	Library**	Change	Total
Option 1. Same as last year	\$23,039,123	0	\$5,688,576	0	\$28,727,699
Option 2. Prior extended levy	23,737,297	0	5,859,253	0	29,596,550
Option 3. Prior extended plus Police Pension increase	23,879,966	\$142,669	5,859,253	0	30,484,447
Option 4. Prior extended plus 4.5%	24,805,476	1,068,179	6,122,920	263,667	31,516,940

\*\* The Library levy figures are reflected net of the debt service included in the tax year 2021 levy for payment of the 2011 Library Refunding Bonds. These bonds will be retired in December 2022 and there are no further levy requirements after tax year 2021.

Staff suggested the levy requests for the Village and Library as represented by option 4 in the summary table due to the impacts of inflation on Village and Library operations.

Trustee Brennan feels the 4.5% increase is steep and prefers option 1 or 2. He stated the Village has been successful in the past in controlling costs noting there are reserves. Trustees Brady and Galante concur. Trustee Sullivan also concurred adding option 3 covering the Police Pension Fund is reasonable.

President Glotz feels the Village should hold the line for another year and choose option 1.

President Pro-Tem Mueller stated the increase needs to stay under 5%.

**Item #6 – CONSIDER PURCHASE OF POLICE GETAC-IN-CAR VIDEO SYSTEMS FROM MIDWEST PUBLIC SAFETY LLC** – All marked police vehicles are equipped with a computer and a video recording system. Several of the laptop units are reaching end of useful life and their performance is below an acceptable standard. An invitation for bid (IFB) for new in-car video recording systems capable of also performing as the main computer unit (eliminating the need for a laptop) was released in October 2022. Midwest Public Safety LLC supplied the lowest responsible bid of the three (3) received at \$180,098.

All computers used in police vehicles must also communicate with the 911 dispatch system software suite. This software is budgeted but is not part of this initial purchase. To reduce/delay maintenance costs all required software will be purchased at the time it is needed typically once the new in-car video systems are physically installed in the vehicles.

Funding is in the approved FY23 budget via funds allocated for the capital item Police Laptops GL 30-00-000-74128.

Trustee Galante asked the following questions:

1. Are the bids on the website? Anthony Ardolino, IT Director, and Laura Godette, Deputy Village Clerk, explained the bid process.
2. What is the expected useful life of the laptop? Mr. Ardolino stated three (3) to 5 (five) years.
3. Weren't new laptops purchased last year? Mr. Ardolino stated there are approximately 65 police vehicles and a portion of those was replaced with the last purchase leaving 35 to be replaced.
4. Will this use the same software that is currently being used? Mr. Ardolino replied yes.

Trustee Brennan asked if the goal is to convert all the in-vehicle units. Mr. Ardolino stated except for the laptop units purchased last year, yes. Trustee Brennan also asked if the pricing is locked in for future purchases. Mr. Ardolino stated it may go out to bid to get the best pricing for the hardware. Cloud storage is a five (5) year plan.

Motion was made by Trustee Brennan, seconded by Trustee Brady to recommend the purchase of Police Getac-In-Car Video Systems from Midwest Public Safety LLC 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 PURCHASE OF VIDEO SERVERS FROM PACE SYSTEMS INC** – The Village owns and maintains several fixed video and license plate reading security cameras. These devices currently store information on two different software platforms and ten (10) different servers.

An invitation for bid (IFB) for new video servers capable of running a single video management system (VMS) platform was released in October 2022. Pace Systems Inc. provided the lowest cost for the server hardware and VMS software totaling \$67,185.

The move to a single VMS software platform and the consolidation down to three (3) video servers will provide operational efficiencies to both the Police and Information Technology (IT) departments. The Police will have a single platform for both video and license plate reads which will allow integrations not possible using the current two-platform setup. The reduction to three (3) servers reduces management overhead for IT and retires older hardware nearing end of life.

Funding is in the approved FY23 budget via funds allocated for computer equipment and software and licensing GL 30-00-000-74126 and 01-16-000-72655.

Trustee Galante asked if this bid was on the website. Ms. Godette stated it was posted for the duration of the bidding process. President Glotz stated the bid process has not changed.

Motion was made by Trustee Sullivan, seconded by Trustee Mahoney to recommend the purchase of video servers from Pace Systems Inc. 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 – CONSIDER A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND BAECORE GROUP FOR ERP SELECTION CONSULTANT SERVICES** – The main financial software (Tyler Eden) used throughout the Village has not changed for nearly two (2) decades and has a planned end of life in the coming years. The Village will need to update this financial software before the end of support by the vendor.

The financial software, also known as enterprise resource planning (ERP), manages the day-to-day activities of the Village such as accounting, procurement, payments, utility billing, payroll, and budgeting. It is critical that any replacement to the existing software will continue to allow the Village to operate without issue or loss of functionality.

To assist with the process of selecting a new ERP software package the Village will engage with a 3<sup>rd</sup> party consultant, Baecore Group. Baecore Group is a public sector consulting firm that will collaborate with Village staff to determine what functionality the new ERP software must contain. Baecore Group will create an RFP document with the discovered requirements and work with the appropriate employees to select a new ERP software and vendor from responses to the advertised proposal.

In addition to the main financial software, the Village will seek a Community Development Department (CDD) software solution from the same vendor. A single vendor who provides both the ERP and CDD software will provide an efficient solution capable of data integrations and workflows that two different systems could not provide.

Baecore Group was chosen from eight (8) responses to an RFP advertised in October of 2022. The cost to provide the analysis, RFP creation, and ERP vendor selection is \$34,815.

Funding is in the approved FY23 budget via funds allocated for the capital item Finance Software GL 30-00-000-74167.

Trustee Mueller stated he likes Baecore Group's methodology.

Trustee Galante asked if the amount already paid to Baecore Group was out of the \$34,815. Mr. Ardolino stated Baecore Group was engaged in the past to perform an initial analysis of the Village's current system but did not require an RFP. The results of that analysis were made available to those ERP Selection Consultant Services RFP respondents who requested it. Trustee Galante also asked if there are many products to choose from. Mr. Ardolino stated there are at least six (6) that he is aware of but there are too many variables for him to know which would be appropriate.

Motion was made by Trustee Mueller, seconded by Trustee Sullivan to recommend a contract between the Village of Tinley Park and Baecore Group for ERP Selection Consultant Services 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 #9 – CONSIDER A MEMORANDUM OF UNDERSTANDING BETWEEN THE TINLEY PARK POLICE DEPARTMENT AND THE MATTESON POLICE DEPARTMENT – JURISDICTIONAL BOUNDARIES** – The Memorandum of Understanding defines for each respective police department the areas of responsibility for traffic violations, accident investigations and criminal offenses concerning Vollmer Road between and including Ridgeland and Harlem Avenues.

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 a Memorandum of Understanding between the Tinley Park Police Department and the Matteson Police Department – Jurisdictional Boundaries 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 #10 – CONSIDER AN AGREEMENT WITH THE TINLEY PARK PARK DISTRICT FOR SALE OF VERMEER BRUSH CHIPPER** – Motion was made by Trustee Mueller, seconded by Trustee Mahoney to table an agreement with the Tinley Park Park District for sale of Vermeer Brush Chipper. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

**Item #11 – CONSIDER ZONING OF TINLEY PARK MENTAL HEALTH CENTER PROPERTY** – On November 1, 2022, the State of Illinois sent out the annual notice of State-Owned Surplus Property pursuant to the State Property Control Act. Agencies are to respond when interested in obtaining a piece of property on the list. On November 3, 2022, the Village responded to reaffirm the continued interest in purchasing the Tinley Park Mental Health Center (TPMHC) (7400-7600 183rd Street). The State confirmed receipt of the letter.

In an effort to acquire the TPMHC, a Resolution was passed by the Tinley Park Park District (TPPD).

The property is currently zoned Office and Restricted Industrial District (ORI).

President Glotz stated DelGaldo Law Group is currently working with the Village on acquiring this property. He feels it is important the Village owns the property to ensure all residents of Tinley Park are served, not just those within the TPPD boundaries.

Hannah Lipman, Assistant Village Manager/Interim Finance Director, stated the TPMHC property is one of the single largest pieces of land available for development in the Chicago metro area and provides a great opportunity for not only Tinley Park but the entire Southland area.

Trustee Galante asked when the Village Board previously discussed this. President Pro Tem Mueller stated the current meeting is the first time the Village Board is discussing this item. It was discussed by the TPPD Board at a public meeting.

**Item #12 – 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, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the meeting adjourned at 6:45 p.m.

**REVIEW MID-YEAR  
FISCAL YEAR 2023 BUDGET**





# Interoffice Memo

**Date:** December 2, 2022

**To:** Village Board

**From:** Hannah Lipman, Assistant Village Manager/Interim Treasurer  
Pat Carr, Village Manager

**Subject:** 2022 Tax Levy

Staff presented the 2022 tax levy and began initial discussions with the Village Board at the November 15<sup>th</sup> Committee of the Whole. As mentioned, if we were to stick to the 'regular' formula (inflation + new EAV growth), we should be levying 8%. Given it is a high number and we understand the economic climate for our residents, staff is not recommending going that high despite seeing rising costs of contracts, services, and resources across the board. It will be a tight budget year ahead of us, with only the highest priority items likely to get approved.

In order to help support our general fund against the rising cost of inflation and other needs to continue to support operations at a high level for residents, staff recommended 4.5% at the last meeting. Keep in mind, the cost for the police pension increased \$142,669, and we at minimum, typically levy to cover pension costs. The Board directed staff to provide other options not quite as high. With that being said, here is the breakdown of what we are proposing—

Percent Increase	Dollar Amount Increase	Avg. Increase over prior year to household*
2%	\$474,746	\$20.64
3%	\$712,119	\$30.96
4%	\$949,492	\$41.28

*\*This is simply provided to try to breakdown the financial impact, it is not the actual impact per household, it could be less or more depending on the tax calculations.*

To note, the Tinley Park Library is levying 3%. In looking to see what some other communities are levying, we are seeing several levy 5% and know at least one nearby community is levying 7%. We have different needs compared to others and are a much larger community, so this is just to show that overall the levy is trending higher this year for other communities, not just Tinley.



## Finance Department Memorandum

**To:** Village Board

**From:** Hannah Lipman, Assistant Village Manager, and  
Brad Bettenhausen, Financial & Administrative Assistant

**Date:** 8 November 2022

**Re:** 2022 Tax Levy

The following table recaps options for the 2022 Village levy request (taxes payable in 2023) and the corresponding amounts. Detail of each levy option follows later in this memo. All options consider that the Village Board's long-standing Tax Abatement Program will continue unaltered. A separate memo will recap the proposed 2022 property tax abatements for debt service on outstanding bond issues, and its impact on the overall tax levy should the abatements not be approved. We can find no sound reason why we would wish to add over \$1.3 million to the tax and other burdens our residents and businesses are contending with, particularly in the post Shutdown/COVID-19 era.

Under Illinois Statutes the Tinley Park Public Library is considered part of the Village for both budget and levy purposes, although they have their own administrative governing Board. For greater public transparency, Public Libraries have been presented separately in the detail found on property tax bills since 1985 (A Public Library's levy was included as part of the municipality in earlier years.)

The State Truth in Taxation Act utilizes the prior year extended levy as the basis for determining an increase for the current levy request. If the increase will be greater than 5%, a published notice ("Black Box") and public hearing are required as part of the levy approval process.

	Village	Change	Library **	Change	Total
Option 1. Same as last year	\$23,039,123	0	\$5,688,576	0	\$28,727,699
Option 2. Prior extended levy	23,737,297	0	5,859,253	0	29,596,550
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Option 4. Prior extended plus 4.5%	24,805,476	1,068,179	6,122,920	263,667	31,516,940

\*\* The Library levy figures are reflected net of the debt service included in the tax year 2021 levy for payment of the 2011 Library Refunding Bonds. These bonds will be retired in December 2022 and there are no further levy requirements after tax year 2021.

Under all options provided in the table above, a Truth in Taxation Act Notice or Hearing would NOT be required since the increase in the Village's overall levy request would fall below the 5% threshold and would not require the extra actions called for under the Act.

We are suggesting levy requests for the Village and Library as represented by **option 4** in the summary table due to the impacts of inflation on Village and Library operations. The two Boards have long sought to maintain parity between their respective actions with levy and budget.

We have recently received the annual actuarial levy requirement for the Police Pension Fund in the amount of \$4,136,537. The Tinley Park Police Pension Fund Board has requested that this sum be levied. (See also Annual Police Pension Report previously provided.) This reflects a 142,669 (3.6%) increase from the amount levied in 2021 at \$3,993,868. In general, even with the Village's conservative actuarial assumptions, the required levy amounts for police pension can generally be expected to increase over time as new officers are added and pay rates continue to rise. When there is little or no change in the overall levy amount, an increase in the funding requirement for the Police Pension Fund, directly translates into a reduction in the portion of the remaining tax levy available to support Village general operations. This is particularly relevant in our current operating environment where several of the Village's other key revenue streams that could normally compensate for such reduction in the available levy dollars have been significantly stressed.

Option 1. Same as last year (Hold the levy at the prior year request) –  
Due to costs connected to strategic plan priorities established by the Village Board for staffing, and capital projects, this option is not recommended by staff, due to the increased pension funding requirement and inflationary operating costs.

Option 2. Prior extended levy (Levy the prior year extended levy amount) –  
Cook County automatically adds a Loss and Cost factor to each levy item. The default/standard rates are 3% for all levy items, except debt service at 5%. This is done to compensate for post-issuance adjustments (changes to the amount owed after tax rates have been determined and bills produced) to tax bills, and unpaid tax bills. The Loss and Cost factor is intended to assist in seeing that taxing bodies receive close to the full amount of their levy request by the end of the tax year's distributions.

As you recall, through the Cook County 2019 bi-annual Scavenger Sale and related No Cash Bid program, the Board authorized pursuing acquisition of over two dozen tax parcels that have been long abandoned, and taxes unpaid. Affected by COVID-19 closures and restrictions, the process is moving more slowly than normal, but with the assistance of our legal counsel, we are continuing to pursue receiving tax deeds. The end results of removing these parcels from the tax rolls will help to reduce tax loss resulting from "deadwood" properties that are wholly uncollectible.

We are continually impacted where tax bill adjustments occur after determination of rates and production of the tax bills as this directly impacts collections. Adjustments include Certificate of Error and appeal adjustments. The most common adjustment is for homeowner exemptions that had been omitted in the original tax bill. For this reason, we utilize the default Loss and Cost rates. We have learned that deviating from the "standard" also increases the risk of errors occurring in the extension of the Village levy.

The Truth in Taxation Act establishes the requirements for determining whether a "black box" published notice, and a public hearing need to be held as part of the levy approval

process. The threshold for determining when these extra steps are required is set at a levy amount 5% or greater than the extended levy of the prior year by 5% or more. Historically, and consistently we have used the total levy including the Cook County Loss and Cost addition for the extended levy. Accordingly, this option is reflected as “no change” on the summary table, even though the levy request is higher than the prior year request, due to the inclusion of the Loss and Cost. With consideration of Loss and Cost, there is an inherent (but legally acceptable) levy increase from year to year.

Option 3. Prior extended levy plus the increase in Police Pension required contribution. This option starts with the prior year extended levy but adds the \$142,669 increase to the Village’s actuarially determined contribution to the Police Pension Fund. This would represent a 0.6% increase in the Village's levy request for Truth in Taxation purposes.

Option 4. Prior extended plus 4.5%  
As documented in the Fiscal Policies Manual, the Village’s tax cap formula for determining the levy request is as follows:  
Prior Year Extended levy + Inflation + New Growth

As further explained below, if we used this formula as guidance for setting the 2022 levy requests, the Village and Library levies would be allowed to increase between 6% and 8% and require the Truth in Taxation “black box” published notice and public hearing. I believe it is most desirable to avoid this if possible. Due to the inflationary increases we have been experiencing in on Village purchased supplies, materials, and contract costs, it is recommended that we increase the levy by 4.5%. This would remain below the Truth in Taxation threshold and not require the published notice or public hearing.

As a Home Rule community, the Village is not subject to the Property Tax Extension Limitation Law (PTELL; a.k.a. “Tax Cap” requirements). However, the Board's traditional tax cap formula, as memorialized in the Fiscal Policies Manual, uses the rate of inflation plus new growth to determine the extent the levy could generally be allowed to increase over the prior year's extended levy. The relevant rate of inflation that would be applicable for the 2022 levy year is 7%. However, inflation is capped at 5% for governmental entities that are subject to the PTELL. As can be seen, if either inflation factor were to be used, the levy requests would require the “black box” published notice and public hearing even without consideration of new property growth.

Due to delays in the tax process, information on “new property” for tax year 2021 is not available currently. But if we use tax year 2020 PTELL “new property” as an indicator, this would add nearly \$4.7 million (0.3%) to the tax base. While the Will County portion of our tax base reflected growth in tax year 2021 (increasing 2.4% over the prior year), the overall Village Equalized Assessed Value (EAV) decreased by nearly \$85 million (down 5.2%) in 2021 from the prior year levels, primarily driven by a decrease in the Cook County Equalization Factor that overshadowed all “new growth,” and caused the Village’s overall EAV to drop from the prior year. Review of recent building permit activity for new construction reflects small but steady growth for the past several years that should translate into new EAV. A growth factor of up to 1% would be appropriate for the new construction component of the Village levy formula. With consideration of this normal growth, under the Board's formula (prior year extended levy + inflation + new growth), the resulting allowable rate of increase to the levy amount would be 8% (or 6% if the PTELL inflation rate were

used). This would require the Truth in Taxation published notice and public hearing and is not currently recommended.

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All counties are required to conduct a reassessment process at least every four years by state statutes to help assure fair and accurate valuation of property is used for property tax purposes. Cook County used the quadrennial cycle until tax year 1990, after which it has followed a three-year (triennial) cycle. Will County follows this quadrennial cycle, and its last evaluation was for tax year 2019 (next will occur in 2023). However, because Will County more actively adjusts property values on an ongoing annual basis reflective of market changes, the Will County reassessment years generally do not have near the levels of dramatic change and impact to the tax base as we see within Cook County.

As referenced, Cook County operates on a three-year reassessment cycle, with roughly a third of the County tax parcels reassessed each year. The current cycle is Northern Cook 2022; Southern Cook 2023; and Chicago 2024. Unless there is a significant physical change to a property during the three-year cycle (addition or demolition), there will rarely be much change to a property's assessed value over any given three-year cycle. However, because of changes in the Equalization Factor and Exemptions, the EAV will rarely remain static within the three-year cycle. Traditionally, the reassessment process will include factoring of the three years of inflationary impacts on the property values since the last reassessment, and thus historically, values will generally increase over time. **Arguably, a basic principle inherent to any property value-based tax system, is the assumption that property values will increase over time. In fact, when this does not occur, the system begins to "break down," as we have recently experienced.**

Related to the Great Recession (2007-2009), we saw an extended period of "market corrections" impacting the real estate markets that translated into a multi-year period (2011-2015) of declining EAV. This is on record as the longest consecutive period of declining EAV in over six decades of EAV history for Tinley Park as the "market corrections" rippled through all real estate sectors. Over this six-decade plus period of historical data, there have only been a total of nine (9) years where the EAV was less than the preceding year. Unfortunately, eight (8) of these EAV reductions have occurred in slightly more than the past decade alone, including the most recent tax year. It is too early to read the tea leaves if this clustering of decreasing EAV tax years represents a significant change in the historic trends.

There will nearly always be a difference between the estimated impacts of the tax levy and the actual results. However, we do strive to provide the best estimates possible to minimize the "you said..." complaints that could arise after the bills are released months later when what actions we took regarding the levy are long forgotten. These types of questions arise more frequently with Will County taxpayers because of the "look back" adjustment that is part of the annual extension that distorts comparability. Because the Village boundaries encompass areas in two counties, Will County must initially use an estimate for the Cook County EAV to complete their tax process and meet their statutory deadlines. As a result, the proportion of the overall Village levy applied to Will County is initially based on this estimate. Once the actual Cook County EAV becomes available, the actual proportion of the levy that should have been spread against Will County properties is calculated. The differential is added or subtracted in the tax process for the following year. Because of this "look back" adjustment, the year-to-year changes in Village taxes for a Will County taxpayer can vary significantly and are not reflective of actual change in the Village's levy for that tax year. See the table later in this memo that summarizes some of the key differences between the two

Counties. We are aware that 2022 will include a significant add to the levy extensions for Will County.

Normally, this memo has included a summary of key metrics from the most recent tax year with this memo. However, because Cook County is so delayed in issuing the second installment tax bills for tax year 2021, the tables of information are incomplete.

Additional trend information relative to Cook County and its reassessment cycle:

A. Reassessment Years (e.g., tax year 2020; next reassessment 2023)

We have traditionally not considered the impacts of reassessment growth (or contraction; as a concept, this may require consideration) in our levy determination formulas. Likewise, beyond mentioning its existence, reassessment adjustments are not considered in the estimates of the projected impact of the tax levy on rates or property owners.

The Equalization Factor (Multiplier) applicable to Cook County property has increased between 1% and 10.5% in twelve (12) of the last thirteen (13) reassessment years for “Southern Cook” (tax years 1982 through 2020). The sole exception was tax year 2011, during the period of market corrections due to the Great Recession, where the Equalization Factor decreased by nearly 10%.

B. Year following Reassessment (e.g., tax years 2021 and 2024)

Including the most recent tax year 2021, nine (9) of the last eleven (11) reassessment cycles (every third tax year 1990 through 2020), the year following the “Southern Cook” reassessment, the Equalization Factor has dropped (decrease range of 0.1% to 6.9%). For tax year 2021, the Equalization factor was 3.0027 compared to 3.2234 in the prior year, representing a drop of 6.9% and is a primary factor in the decrease in the Cook County EAV for the tax year relative to the prior year.

C. Second Year following Reassessment (alternately, the year preceding Reassessment) (e.g., tax years 2022 and 2025)

In the second year following the Cook County Reassessment of “Southern Cook,” the Equalization Factor has increased in eight (8) out of the last ten (10) reassessment cycles (every third tax year between 1990-2017 – increase range of 0.2% to 5.1%).

The most notable exception to the pattern of movement for the Equalization Factor for the two years following reassessment occurred in 2009 and 2010 where Cook County modified the Classification System to the current “10/25” structure whereby virtually all properties are assessed at either 10% or 25%. This change caused the Equalization Factor to jump to 3.3701 in tax year 2009, which is the highest it has ever been. The following year (2010) the Equalization Factor dropped, also the reverse of its usual pattern.

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## **RECOMMENDED LEVY CALENDAR**

This schedule assumes the levy request is less than 105% of prior extended levy.

✧ **No later than Wednesday, 16 November 2022** -

Finance Committee (or Committee of the Whole) meets for a “determination of levy.”

This is 20 days prior to the anticipated date the levy would be adopted, as required by statute.

✧ **Tuesday, 6 December 2022** – Adoption of Levy. If two readings, First reading of the Levy Ordinance.

✧ **Tuesday, 20 December 2022** - Levy Ordinance adopted (if two readings are required).

✧ **No later than Tuesday, 27 December 2022** -

Levy Ordinance filed with Cook/Will County Clerks.

### Summary and Comparison of Cook and Will County Property Tax Assessment Systems

	Cook County	Will County
<b>Assessment Process</b>		
Residential Assessment rate	10% (formerly 16%)	33.33%
Commercial Assessment rate	25% (formerly 38%)	33.33%
Equalization Factor	3.0027 (2021)	1.0000
Effective Residential Assessment rate - equalized	30.03% (2021)	33.33%
Effective Commercial Assessment rate - equalized	75.07% (2021)	33.33%
Homeowner Exemption	\$10,000 beginning 2017	\$6,000
Senior Exemption	\$8,000 beginning 2017	\$5,000
Net Value primarily determined by	County Assessor	Township Assessor
Township Assessor role in valuing property	Nominal	Significant
How Assessor Market Value is primarily determined	(Traditionally, some derivative of original sale value periodically adjusted by inflation/real estate market changes)	Sales Value
Frequency of Adjustment of Assessor Market Value	Every 3 years by inflation/market adjustments; unless major change to property (additions or demolitions) or appeal (last 2017 and 2020)	Annually - by actual sale or inflation/market adjustments Comprehensive reassessment reviews every 4 years (last 2019)
Assessor Market in comparison to Resale/True Market value	Intended to be Comparable	Reasonably Comparable
<b>Levy, Extension, Tax Rates</b>		
Loss and cost adjustments to levy	Automatic (Must opt out)	Must request
Loss and cost adjustment rates	3% added automatically 5% for debt service levies (Tax years 2013 through 2018 used 1% and 3% respectively)	Local government must specify the loss and cost rates
Determination of tax rate	Total Extended Levy to Total EAV	Will Co Share of Levy to Will Co EAV
Proration of levy across county lines	Actual proportion of EAV	Actual Will EAV to Total EAV using Estimated Cook EAV
Adjustment for using Estimated Cook Co EAV	Not Applicable	+/- adjustment in following tax year

## 2021 Prior Tax Year EAV Details at a Glance

	EAV	Percent Total	Dollar Change	Percent Change
Cook	\$1,180,944,692	75.9%	(93,488,264)	-7.3%
Will	375,014,936	24.1%	8,663,666	2.4%
Total	\$1,555,959,628	100.0%	(84,824,598)	-5.2%

Cook County Equalization Factor: 3.0027      Percent change -6.9% 🐼

Exemptions	Cook	Percent Change	Will	Percent Change	Total	Percent Change
Homeowner	Not Avail.	NA	14,598,000	0.4%	Not Avail.	NA
Senior	"	"	2,931,569	-6.4%	"	"
Senior Freeze	"	"	1,745,914	25.6%	"	"
All Other	"	"	3,276,856	47.4%	"	"
Total	Not Avail.	NA	22,552,339	5.9%	Not Avail.	NA

	Cook	Will	Total
PTELL New EAV - County determined	Not Available	Not Available	Not Available



# VILLAGE LEVY

**Table 1** shows the projected effect of the Village levy calculated utilizing the suggested Levy of \$24,805,476 and the projected resultant rates with new property changes of up to \$25 million. This table assumes no change in the Equalization Factor (multiplier) from levy year 2021 applicable to Cook County properties (3.0027).

**Table 2** reflects the projected dollar impact on Village taxes for houses with market value of \$175,000, \$225,000, \$275,000, and \$350,000. With the implementation of the 10-25 Classification System of Assessments, the Cook County Assessor market values more reasonably approximate the “real” market values. Will County Assessor market values have always been reasonably comparable to the “real” market values. Utilizing the above assumptions, the typical homeowner of Tinley Park would likely see a nominal decrease to no change in the amount of property taxes they pay for Village services, at expected growth levels, and depending on the value of their homes. NOTE: these tables reflect the impact assuming NO CHANGE to the EAV for the property between tax years (i.e., property value and EAV did not change).

**Table 1**  
**Projected Values - 2022 Village Levy Only (Payable in 2023)**

Dollars New Property Value	Projected Equalized Assessed Value	Village Levy Amount @ 4.5% Increase	Projected Village Rate
\$ 0	\$1,556,000,000	\$24,805,476	
5,000,000	1,561,000,000	same	
10,000,000	1,566,000,000	same	
15,000,000	1,571,000,000	same	
20,000,000	1,576,000,000	same	
25,000,000	1,581,000,000	same	

**Table 2**  
**Projected Impact to Homeowners - 2022 Village Levy Only (Payable in 2023)**

New Property Increase		HOUSE VALUE										
		\$175,000			\$225,000			\$275,000			\$350,000	
Current Village Taxes ----->		\$ Chg	% Chg	\$ Chg	% Chg	\$ Chg	% Chg	\$ Chg	% Chg	\$ Chg	% Chg	
	649			878				1,107			1,451	
0	699	50	7.7%	945	67	7.6%	1,192	85	7.7%	1,561	110	7.6%
5,000,000	696	47	7.2%	942	64	7.3%	1,188	81	7.3%	1,557	106	7.3%
10,000,000	694	45	6.9%	939	61	6.9%	1,184	77	7.0%	1,552	101	7.0%
15,000,000	692	43	6.6%	936	58	6.6%	1,180	73	6.6%	1,546	95	6.5%
20,000,000	690	41	6.3%	933	55	6.3%	1,176	69	6.2%	1,541	90	6.2%
25,000,000	688	39	6.0%	930	52	5.9%	1,173	66	6.0%	1,537	86	5.9%

# LIBRARY LEVY

**Table 3** reflects the estimated effect of the proposed Library levy with new property changes of up to \$25 million. As noted in the Village tables, this table assumes no change in the state equalization factor (multiplier) applicable to Cook County.

**Table 4** reflects the projected dollar increase in taxes for houses with market value of \$175,000, \$225,000, \$275,000, and \$350,000. NOTE: these tables reflect the impact assuming NO CHANGE to the EAV for the property between tax years (i.e., property value and EAV did not change).

**Table 3**  
**Projected Values - 2022 Library Levy Only (Payable in 2023)**

Dollars New Property Value	Projected Equalized Assessed Value	Library Levy Amount @ 4.5% Increase	Projected Library Rate
\$ 0	\$1,556,000,000	\$6,122,920	
5,000,000	1,561,000,000	same	
10,000,000	1,566,000,000	same	
15,000,000	1,571,000,000	same	
20,000,000	1,576,000,000	same	
25,000,000	1,581,000,000	same	

**Table 4**  
**Projected Impact to Homeowners - 2022 Library Levy Only (Payable in 2023)**

New Property Increase		HOUSE VALUE										
		\$175,000			\$225,000			\$275,000			\$350,000	
Current Village Taxes ----->		\$ Chg	% Chg	\$ Chg	% Chg	\$ Chg	% Chg	\$ Chg	% Chg			
	176			238						393		
0	172	-4	-2.3%	233	-5	-2.1%	294	-6	-2.0%	385	-8	-2.0%
5,000,000	172	-4	-2.3%	233	-5	-2.1%	293	-7	-2.3%	384	-9	-2.3%
10,000,000	171	-5	-2.8%	232	-6	-2.5%	292	-8	-2.7%	383	-10	-2.5%
15,000,000	171	-5	-2.8%	231	-7	-2.9%	291	-9	-3.0%	381	-12	-3.1%
20,000,000	170	-6	-3.4%	230	-8	-3.4%	290	-10	-3.3%	380	-13	-3.3%
25,000,000	170	-6	-3.4%	230	-8	-3.4%	290	-10	-3.3%	379	-14	-3.6%



## Finance Department Memorandum

**To:** Village Board  
**From:** Hannah Lipman, Assistant Village Manager, and  
Brad Bettenhausen, Financial & Administrative Assistant  
**Date:** 8 November 2022  
**Re:** 2022 Tax Levy Abatements for Debt Service

Along with the ordinance to approve the 2022 tax levy, the agenda will include three (3) ordinances to abate a portion (or all) of the levy requirements to provide for debt service on the Village's outstanding general obligation bonds in accordance with the Village Board's long-established fiscal policies and past practice. These abatements provide instruction to the two County Clerks (Cook and Will) to supersede the required levy information that are contained within the related bond ordinances and bond orders associated with the issues. In summary, these abatements are as follows:

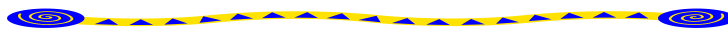
Abatement Ordinance	Bond Issue & Purpose	Levy Required	Amount Abated	Net Levy	Source of Funds For Abatement
2022-O-088	2013 (Refunding) (2 yr remain)	733,500.00	419,165.92	314,334.08	293,400.00 Hotel Tax 0.00 Surtax Cap Projects 104,780.47 Sewer Fund 13,107.65 Stormwater Mgmt 7,877.80 New BremenTIF
2022-O-089	2021A Water/Sewer	742,900.00	742,900.00	0.00	478,940.20 Water Retail Fund 66,489.56 Water Wholesale 198,560.52 Sewer Fund
2022-O-090	2021B (Refunding)	199,750.00	164,084.08	35,665.92	79,900.00 Hotel Tax 49,934.94 Surtax Cap Projects 28,534.28 Sewer Fund 3,569.54 Stormwater Mgmt 2,145.32 New BremenTIF
	Totals	1,676,150.00	1,326,150.00	350,000.00	

If we did not have these alternate sources to pay the debt service on these bond issues, the tax levy contemplated under ordinance 2022-O-087 would be more than \$1.3 million dollars higher than proposed and would add an estimated \$0.89 to the Village tax rates for the tax year at an EAV of \$1.556 billion. (Note: rate impacts are quoted per \$100 of equalized assessed value and are applicable to Cook County properties. Will County results are expected to be similar.)

The proposed abatements represent 79% of the total debt service levy requirements for tax year 2022. The Village has been abating portions of its debt service levy requirements every year since 1982. Inclusive of the currently proposed abatements, Village property owners have saved over \$88.7 million dollars in real estate taxes over the 41-year period. This amount represents 81% of the cumulative debt service levy requirements over the same period.

Attached is a table which reflects the approximate annual “rebate savings” for a cross section of home values over the past ten years, inclusive of the current year. The average ten-year annual savings through these abatements is between \$130 and \$300 depending on home value. Over the ten-year period, homeowners with homes valued like those shown on the table will have received and benefitted from cumulative savings of between \$1,300 and \$3,000 because of these abatements which have totaled nearly \$34.8 million dollars during that time frame (tax years 2013 to 2022).

Additionally, non-residential (commercial and industrial) taxpayers also benefit by the annual “rebate savings.” A table is also attached that reflects the approximate impact of the tax abatements on a selection of commercial property values for a ten-year period including the current year. On average, the annual savings through these abatements is between \$430 and \$2,200 depending on the value of the commercial property. Over the ten-year period, business owners with buildings valued like those shown on the table have received and benefitted from cumulative savings of between \$4,300 and \$22,000 because of these abatements.



It is noted that the Village’s ongoing program of abating taxes is more advantageous than most tax rebate programs that have been implemented by other communities in the region. We also note that many communities that had previously offered rebates have either curtailed or eliminated the programs in more recent years.

- A) “Smoke and Mirrors.” Tax rebates are politically motivated and artificial. If you think about it, when a government can offer a rebate, it really means they have collected more tax than they needed in the first place.
- B) The philosophy of the Village’s tax abatement program can be summed up in the question, “Why should the Village tax its property owners for something that the Village has the funds available to pay, and can pay, from non-property tax income sources?”
- C) It is better fiscal policy to not to tax in the first place than to tax and issue a rebate. Even though rebate programs are politically popular, rebate programs are much harder to end once they are started due to emotional and political pressures taking precedence over fiscal responsibility to both the government and the community’s taxpayers.
- D) The Village’s tax abatement program requires almost no administrative costs to implement each year. Most tax rebate programs typically require additional administrative costs to create forms; receive rebate requests; verify and validate the requests; and finally process and mail the tax refund checks. If the checks are not cashed promptly, further efforts are required.
- E) The property tax abatement provides a greater annual dollar benefit to Village property owners than most tax rebate programs that have been/are offered in other area communities.
- F) Most tax rebate programs are inequitable and restrictive. They typically only benefit owner-occupied residential properties and require the owner to apply for the rebate. If you do not apply, you do not receive the benefits of the rebate. The rebates are often funded by taxes paid or created by business activities who receive no benefit from the rebate. However, the Village’s tax abatement process provides benefits to all property owners including rental and all non-residential business property.

Village of Tinley Park, Illinois  
Tax abatements for bonds

RESIDENTIAL

Tax Year	Equalized Assessed Value			Total G.O. Debt Service	Total Abatement	Levy	Computed Tax Rate Abated	Market	Abatement Tax Savings for Homes Valued at:				
	Cook	Will	Total						\$150,000	\$200,000	\$275,000	\$300,000	\$350,000
									\$34,000	\$50,000	\$66,000	\$77,000	\$90,000
2013	1,066,577,781	331,734,777	1,398,312,558	6,583,500	5,707,000	876,500	0.429		212	283	389	425	495
2014	1,016,027,998	328,253,966	1,344,281,964	6,200,225	5,338,275	861,950	0.417		206	275	378	413	482
2015	989,772,042	330,446,430	1,320,218,472	6,856,298	5,988,898	867,400	0.476		236	314	432	471	550
2016	1,032,425,212	336,476,660	1,368,901,872	6,957,320	6,095,120	862,200	0.468		232	309	425	463	541
2017	1,177,159,971	343,770,343	1,520,930,314	3,558,045	2,677,045	881,000	0.185		92	122	168	183	214
2018	1,169,484,236	348,588,376	1,518,072,612	3,596,145	2,712,545	883,600	0.188		93	124	171	186	217
2019	1,158,459,018	356,341,224	1,514,800,242	2,786,920	1,901,720	885,200	0.132		65	87	120	131	152
2020	1,274,432,956	366,351,270	1,640,784,226	2,748,320	1,887,520	860,800	0.121		60	80	110	120	140
2021	1,180,944,692	375,014,936	1,555,959,628	2,044,904	1,158,504	886,400	0.078		39	51	71	77	90
2022			1,556,000,000 E	1,676,150	<u>1,326,150</u>	350,000	0.089		44	59	81	88	103
E = Estimated EAV				Total abatement	<u>\$34,792,777</u>	Average rate	<u>\$0.258</u>	Total	<u>\$1,279</u>	<u>\$1,704</u>	<u>\$2,345</u>	<u>\$2,557</u>	<u>\$2,984</u>
								Average	<u>\$128</u>	<u>\$170</u>	<u>\$235</u>	<u>\$256</u>	<u>\$298</u>

Village of Tinley Park, Illinois  
Tax abatements for bonds

CORPORATE

Tax Year	Equalized Assessed Value			Total G.O. Debt Service	Total Abatement	Levy	Computed Tax Rate Abated	Market	Abatement Tax Savings for Commerical Property Valued at:				
	Cook	Will	Total						\$200,000	\$400,000	\$600,000	\$800,000	\$1,000,000
									\$154,000	\$310,000	\$463,000	\$618,000	\$772,000
2013	1,066,577,781	331,734,777	1,398,312,558	6,583,500	5,707,000	876,500	0.429		708	1,416	2,124	2,831	3,539
2014	1,016,027,998	328,253,966	1,344,281,964	6,200,225	5,338,275	861,950	0.417		688	1,376	2,064	2,752	3,440
2015	989,772,042	330,446,430	1,320,218,472	6,856,298	5,988,898	867,400	0.476		785	1,571	2,356	3,142	3,927
2016	1,032,425,212	336,476,660	1,368,901,872	6,957,320	6,095,120	862,200	0.468		772	1,544	2,317	3,089	3,861
2017	1,177,159,971	343,770,343	1,520,930,314	3,558,045	2,677,045	881,000	0.185		305	611	916	1,221	1,526
2018	1,169,484,236	348,588,376	1,518,072,612	3,596,145	2,712,545	883,600	0.188		310	620	931	1,241	1,551
2019	1,158,459,018	356,341,224	1,514,800,242	2,786,920	1,901,720	885,200	0.132		218	436	653	871	1,089
2020	1,274,432,956	366,351,270	1,640,784,226	2,748,320	1,887,520	860,800	0.121		200	399	599	799	998
2021	1,180,944,692	375,014,936	1,555,959,628	2,044,904	1,158,504	886,400	0.078		129	257	386	515	644
2022	0	0	1,556,000,000 E	1,676,150	1,326,150	350,000	0.089		147	294	441	587	734
E = Estimated EAV				Total abatement	<u>\$34,792,777</u>	Average rate	<u>\$0.258</u>	Total	<u>\$4,262</u>	<u>\$8,524</u>	<u>\$12,787</u>	<u>\$17,048</u>	<u>\$21,309</u>
								Average	<u>\$426</u>	<u>\$852</u>	<u>\$1,279</u>	<u>\$1,705</u>	<u>\$2,131</u>



# Interoffice Memo

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**Date:** September 20, 2022

**To:** Village Board of Trustees

**From:** Kristin Thirion

**Subject:** Pepe's Mexican Restaurant – Liquor License Re-Classification

As Pepe's Mexican Restaurant no longer features video gaming terminals, we are seeking to reclassify the establishment's liquor license from Class AV (Bar/Video Gaming) to Class A (Bar).



# Interoffice Memo

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**Date:** December 6, 2022

**To:** Committee of the Whole

**From:** Laura Godette

**Subject:** 2023 Meeting Schedules

Attached are the proposed 2023 regular meeting schedules for the Village Board and Committee of the Whole meetings.

- Committee of the Whole meetings will be held on the first and third Tuesdays of each month at 6:00 p.m.; and
- Regular Village Board meetings will be held on the first and third Tuesdays of each month beginning at 6:30 p.m.

Notice of the of the 2023 Village Board and Committee of the Whole meetings will be published in the Southtown Newspaper upon approval of these schedules.



**NOTICE OF SCHEDULE OF REGULAR MEETINGS OF THE  
COMMITTEE OF THE WHOLE  
OF THE BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, ILLINOIS,  
FOR THE CALENDAR YEAR 2023**

NOTICE IS HEREBY GIVEN that the **COMMITTEE OF THE WHOLE** of the Board of Trustees of the Village of Tinley Park, Illinois will conduct its regular meetings for the calendar year 2023 at the Village Hall, 16250 S. Oak Park Avenue, Tinley Park, Illinois, **at 6:00 PM** local time, on the following dates:

January 3, 2023  
January 17, 2023

February 7, 2023  
February 21, 2023

March 7, 2023  
March 21, 2023

April 18, 2023

May 2, 2023  
May 16, 2023

June 6, 2023  
June 20, 2023

July 18, 2023

August 1, 2023  
August 15, 2023

September 5, 2023  
September 19, 2023

October 3, 2023  
October 17, 2023

November 7, 2023  
November 14, 2023

December 5, 2023  
December 19, 2023

Board of Trustees  
Village of Tinley Park, IL

By: Nancy M. O'Connor  
Village Clerk

**NOTICE OF SCHEDULE OF REGULAR MEETINGS OF THE  
BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, ILLINOIS,  
FOR THE CALENDAR YEAR 2023**

NOTICE IS HEREBY GIVEN that the **BOARD OF TRUSTEES** of the Village of Tinley Park, Illinois will conduct its regular meetings for the calendar year 2023 at the Village Hall, 16250 S. Oak Park Avenue, Tinley Park, Illinois, **at 6:30 PM** local time, on the following dates:

January 3, 2023  
January 17, 2023

February 7, 2023  
February 21, 2023

March 7, 2023  
March 21, 2023

April 18, 2023

May 2, 2023  
May 16, 2023

June 6, 2023  
June 20, 2023

July 18, 2023

August 1, 2023  
August 15, 2023

September 5, 2023  
September 19, 2023

October 3, 2023  
October 17, 2023

November 7, 2023  
November 14, 2023

December 5, 2023  
December 19, 2023

Board of Trustees  
Village of Tinley Park, IL

By: Nancy M. O'Connor  
Village Clerk



# Interoffice Memo

**Date:** November 29, 2022

**To:** Pat Carr, Village Manager  
Hannah Lipman, Assistant Village Manager

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

**Subject:** Approve Public Works Fleet Vermeer Brush Chipper Surplus Property For Disposal

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

Description: Public request declaration of the existing Vermeer Brush Chipper as surplus property to be disposed of at market value which is valued over \$1,000.

Background: When the Village replaces vehicles or equipment, staff declares outdated and unused vehicles or equipment as surplus to be sold or disposed of. Staff is requesting authorization to dispose of the following Village owned vehicles/equipment:

**Vehicles/Equipment**

2000 Vermeer Brush Chipper 1800A, 3157 hour, SN#02162

The Village uses multiple methods to achieve the highest amount of compensation for its surplus vehicle/equipment. Most items are sold through Public Auctions, salvage and recycling companies, or traded-in's towards the purchase of new vehicle/equipment. Based on the trade-in value that was offered from Vermeer Midwest through our Sourcewell Contract (031721-VRM), Vermeer Midwest offered \$13,750 for the used Vermeer Brush Chipper. The Tinley Park Park District has expressed interest in acquiring this piece of equipment at market value. Public Works management recommend we dispose the Vermeer Brush Chipper to the Tinley Park Park District in lieu of the trade-in to Vermeer Midwest.

**Staff Direction Request:**

1. Approve the Public Works Fleet Vermeer Brush Chipper as surplus for disposal to the Tinley Park Park District for the estimated amount of \$13,750.
2. Direct staff as necessary.



# Interoffice Memo

**Date:** December 1, 2022

**To:** John Urbanski, Public Works Director

**From:** Joe Fitzpatrick, Water & Sewer Superintendent

**Subject:** Booster Station Construction - Westside Pressure Improvements

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

Description: Construction of a booster station and three pressure sustaining valves (PSVs) to improve the water pressure and available fire flow to the west portion of the Village. The booster station will be located approximately three hundred feet west of Golden Pheasant Drive on the south side of 179<sup>th</sup> Street with the three PSVs located on 171<sup>st</sup> Street, 175<sup>th</sup> Street, and 183<sup>rd</sup> Street. The booster station building will house two 10hp normal flow pumps, two 40hp high flow pumps, four variable frequency drives (VFDs), control panel, ancillary electrical equipment, and a 200kW emergency power diesel generator with an automatic transfer switch.

Background: Public Works has determined, using the water system model, SCADA data, and institutional knowledge, the west side of the Village has lower water pressure than other parts of town. The Village contracted Christopher Burke Engineering to design the booster station to increase water pressure and fire flow to this area of town. The bid opening was held on November 29, 2022 at 10:00am with the Clerk's Office, consulting engineer, and Water & Sewer Superintendent present. The following bids were received:

<u>Contractor:</u>	<u>Location:</u>	<u>Bid:</u>
Airy's Inc.	Joliet, IL	\$3,436,250.00
H. Linden and Sons	Plano, IL	\$3,583,300.00
Integral Construction	Romeoville, IL	\$3,636,950.15
Austin Tyler Construction	Elwood, IL	\$3,662,013.50
Engineer's Estimate		\$3,658,000.00

Budget Available	\$3,600,000
Contract Amount	\$3,436,250
<b>Difference - Under Budget</b>	<b>\$163,750</b>

Budget/ Finance: Funding in the amount of \$3,436,250 is available for use through the bond procured during FY2022 and was previously discussed with the Finance Department.

Staff Direction Request: Approve a contract with Airy's Inc. in the amount of \$3,436,250.

Attachments:

1. Bid Tab.
2. Engineer's Estimate.
3. Letter of Recommendation.



CHRISTOPHER B. BURKE ENGINEERING, LTD.  
9575 W. Higgins Road, Suite 600  
Rosemont, Illinois 60018

VILLAGE OF TINLEY PARK  
WESTERN PRESSURE ZONE BOOSTER PUMP STATION  
CBBEL PROJECT NO. 160373.00030

Bid Tabulation  
November 29, 2022

ENGINEER'S ESTIMATE					
BASE BID					
CODE NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
01 05 10/01	CONSTRUCTION LAYOUT	LSUM	1	\$ 20,000.00	\$ 20,000.00
01 05 10/02	PRE-CONSTRUCTION VIDEO RECORDING	LSUM	1	\$ 5,000.00	\$ 5,000.00
01 50 00/01	TEMPORARY FENCING (SITE PROTECTION)	FOOT	600	\$ 75.00	\$ 45,000.00
01 73 19/01	SAWCUT CURB AND GUTTER	FOOT	75	\$ 15.00	\$ 1,125.00
03 30 00/01	CONTROL BUILDING FOUNDATION	L SUM	1	\$ 75,000.00	\$ 75,000.00
03 30 00/02	DIESEL ENGINE STANDBY GENERATOR FOUNDATION	L SUM	1	\$ 25,000.00	\$ 25,000.00
03 41 00/01	PSV-1 VAULT	L SUM	1	\$ 125,000.00	\$ 125,000.00
03 41 00/02	PSV-2 VAULT	L SUM	1	\$ 125,000.00	\$ 125,000.00
03 41 00/03	PSV-3 VAULT	L SUM	1	\$ 125,000.00	\$ 125,000.00
05 53 00/01	STEEL BAR GRATING	L SUM	1	\$ 10,000.00	\$ 10,000.00
13 34 25/01	BOOSTER PUMP STATION BUILDING	L SUM	1	\$ 1,500,000.00	\$ 1,500,000.00
26 05 19/01	LOW-VOLTAGE ELECTRICAL CONDUCTORS AND CABLES	L SUM	1	\$ 50,000.00	\$ 50,000.00
26 05 26/01	GROUNDING AND BONDING OF ELECTRICAL SYSTEMS	L SUM	1	\$ 10,000.00	\$ 10,000.00
26 05 33/01	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	L SUM	1	\$ 50,000.00	\$ 50,000.00
26 29 20/01	PUMP CONTROL PANEL AND SCADA SYSTEM	L SUM	1	\$ 35,000.00	\$ 35,000.00
26 29 20/02	PSV-1 CONTROL PANEL AND SCADA SYSTEM	L SUM	1	\$ 35,000.00	\$ 35,000.00
26 29 20/03	PSV-2 CONTROL PANEL AND SCADA SYSTEM	L SUM	1	\$ 35,000.00	\$ 35,000.00
26 29 20/04	PSV-3 CONTROL PANEL AND SCADA SYSTEM	L SUM	1	\$ 35,000.00	\$ 35,000.00
26 32 13/01	DIESEL ENGINE STANDBY GENERATOR	EACH	1	\$ 125,000.00	\$ 125,000.00
26 36 00/01	AUTOMATIC TRANSFER SWITCH	EACH	1	\$ 25,000.00	\$ 25,000.00
26 60 20/01	ELECTRIC SERVICE AND DISTRIBUTION, 3 PHASE, BOOSTER STATION	EACH	1	\$ 30,000.00	\$ 30,000.00
26 60 20/02	ELECTRIC SERVICE METER MAIN PEDESTAL, SINGLE PHASE, PSV-1	EACH	1	\$ 10,000.00	\$ 10,000.00
26 60 20/03	ELECTRIC SERVICE METER MAIN PEDESTAL, SINGLE PHASE, PSV-2	EACH	1	\$ 10,000.00	\$ 10,000.00
26 60 20/04	ELECTRIC SERVICE METER MAIN PEDESTAL, SINGLE PHASE, PSV-3	EACH	1	\$ 10,000.00	\$ 10,000.00
26 60 20/05	CT CABINET AND METER, BOOSTER STATION	EACH	1	\$ 25,000.00	\$ 25,000.00
31 10 00/01	EARTH EXCAVATION	L SUM	1	\$ 125,000.00	\$ 125,000.00
31 23 19/01	DEWATERING	L SUM	1	\$ 20,000.00	\$ 20,000.00
31 25 13/01	EROSION CONTROLS	L SUM	1	\$ 30,000.00	\$ 30,000.00
32 92 19/01	TOPSOIL, 4"	SQ YD	2000	\$ 20.00	\$ 40,000.00
32 92 19/02	SEEDING, CLASS 1	SQ YD	2000	\$ 10.00	\$ 20,000.00
32 92 19/03	EROSION CONTROL BLANKET	SQ YD	2000	\$ 5.00	\$ 10,000.00
32 92 19/04	SODDING	SQ YD	400	\$ 20.00	\$ 8,000.00
32 92 19/04	MULCH, 3"	SQ YD	500	\$ 20.00	\$ 10,000.00
32 92 19/05	SHRUB	EACH	71	\$ 250.00	\$ 17,750.00
33 05 13/01	6" SANITARY SEWER HDPE BORED & PULLED	FOOT	300	\$ 100.00	\$ 30,000.00
33 05 13/02	TYPE K COPPER WATER SERVICE, 3/4"	FOOT	50	\$ 50.00	\$ 2,500.00
33 05 13/03	12" STORM SEWER SDR 26 PVC	FOOT	50	\$ 100.00	\$ 5,000.00
33 11 00/01	16" DIP WATERMAIN	FOOT	250	\$ 400.00	\$ 100,000.00
33 11 00/02	FIRE HYDRANT WITH AUXILIARY VALVE	EACH	2	\$ 8,500.00	\$ 17,000.00
33 11 00/03	12" DIP & FITTINGS	FOOT	150	\$ 250.00	\$ 37,500.00
33 11 00/04	10" DIP & FITTINGS	FOOT	70	\$ 250.00	\$ 17,500.00
33 11 00/05	PSV-1 PIPING & VALVES	L SUM	1	\$ 75,000.00	\$ 75,000.00
33 11 00/06	PSV-2 PIPING & VALVES	L SUM	1	\$ 75,000.00	\$ 75,000.00
33 11 00/07	PSV-3 PIPING & VALVES	L SUM	1	\$ 75,000.00	\$ 75,000.00
33 11 00/08	12" GATE VALVE	EACH	1	\$ 15,000.00	\$ 15,000.00
33 42 00/01	LOW FLOW PUMPS AND ACCESSORIES	EACH	2	\$ 25,000.00	\$ 50,000.00
33 42 00/02	HIGH FLOW PUMPS AND ACCESSORIES	EACH	2	\$ 50,000.00	\$ 100,000.00
40603080	HMA, BINDER COURSE, IL-19.0 N50	TON	150	\$ 175.00	\$ 26,250.00
40604060	HMA, SURFACE COURSE, IL-9.5, MIX D, N50	TON	75	\$ 175.00	\$ 13,125.00
42400200	PCC SIDEWALK, 5"	SQ FT	750	\$ 25.00	\$ 18,750.00
44000100	PAVEMENT REMOVAL	SQ YD	300	\$ 15.00	\$ 4,500.00
44000500	CURB AND GUTTER REMOVAL	FOOT	200	\$ 25.00	\$ 5,000.00
44201796	CLASS D PATCHES, TYPE IV, 12-INCH	SQ YD	300	\$ 100.00	\$ 30,000.00
60218400	MANHOLES, TYPE A, 4 FT. DIA., TYPE 1 FRAME, CLOSED LID	EACH	2	\$ 8,000.00	\$ 16,000.00
60234200	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	1	\$ 2,500.00	\$ 2,500.00
60249010	VALVE VAULTS, TYPE A, 6"-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$ 6,000.00	\$ 6,000.00
60603800	CURB AND CUTTER, B6.12	FOOT	550	\$ 25.00	\$ 13,750.00
*	PRECAST CURB STOPS	EACH	3	\$ 300.00	\$ 900.00
	OWNER'S ALLOWANCE	L SUM	1	\$ 100,000.00	\$ 100,000.00
				BASE BID COST	\$ 3,658,150.00

AIRY'S, INC.		
QUANTITY	UNIT COST	COST
1	\$ 8,533.00	\$ 8,533.00
1	\$ 1,028.00	\$ 1,028.00
600	\$ 11.00	\$ 6,600.00
75	\$ 5.00	\$ 375.00
1	\$ 103,033.00	\$ 103,033.00
1	\$ 46,127.00	\$ 46,127.00
1	\$ 173,880.00	\$ 173,880.00
1	\$ 173,880.00	\$ 173,880.00
1	\$ 173,880.00	\$ 173,880.00
1	\$ 1.00	\$ 1.00
1	\$ 1,085,378.00	\$ 1,085,378.00
1	\$ 26,114.00	\$ 26,114.00
1	\$ 19,162.00	\$ 19,162.00
1	\$ 86,173.00	\$ 86,173.00
1	\$ 73,091.00	\$ 73,091.00
1	\$ 11,753.00	\$ 11,753.00
1	\$ 11,753.00	\$ 11,753.00
1	\$ 11,753.00	\$ 11,753.00
1	\$ 109,298.00	\$ 109,298.00
1	\$ 16,964.00	\$ 16,964.00
1	\$ 14,302.00	\$ 14,302.00
1	\$ 10,740.00	\$ 10,740.00
1	\$ 10,740.00	\$ 10,740.00
1	\$ 10,740.00	\$ 10,740.00
1	\$ 12,215.00	\$ 12,215.00
1	\$ 93,801.00	\$ 93,801.00
1	\$ 6,138.00	\$ 6,138.00
1	\$ 5,810.00	\$ 5,810.00
2000	\$ 4.00	\$ 8,000.00
2000	\$ 2.00	\$ 4,000.00
2000	\$ 5.00	\$ 10,000.00
400	\$ 15.00	\$ 6,000.00
500	\$ 8.00	\$ 4,000.00
71	\$ 129.00	\$ 9,159.00
300	\$ 109.00	\$ 32,700.00
50	\$ 44.00	\$ 2,200.00
50	\$ 144.00	\$ 7,200.00
250	\$ 427.00	\$ 106,750.00
2	\$ 13,880.00	\$ 27,760.00
150	\$ 551.00	\$ 82,650.00
70	\$ 499.00	\$ 34,930.00
1	\$ 90,967.00	\$ 90,967.00
1	\$ 71,330.00	\$ 71,330.00
1	\$ 90,967.00	\$ 90,967.00
1	\$ 8,127.00	\$ 8,127.00
2	\$ 46,982.00	\$ 93,964.00
2	\$ 72,610.00	\$ 145,220.00
150	\$ 287.00	\$ 43,050.00
75	\$ 587.00	\$ 44,025.00
750	\$ 4.00	\$ 3,000.00
300	\$ 11.00	\$ 3,300.00
200	\$ 12.00	\$ 2,400.00
300	\$ 184.00	\$ 55,200.00
2	\$ 6,019.00	\$ 12,038.00
1	\$ 2,640.00	\$ 2,640.00
1	\$ 9,190.00	\$ 9,190.00
550	\$ 39.00	\$ 21,450.00
3	\$ 257.00	\$ 771.00
1	\$ 100,000.00	\$ 100,000.00
	BASE BID COST	\$ 3,436,250.00

BID BOND	YES
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H. LINDEN & SONS		
QUANTITY	UNIT COST	COST
1	\$ 15,000.00	\$ 15,000.00
1	\$ 5,000.00	\$ 5,000.00
600	\$ 5.00	\$ 3,000.00
75	\$ 2.00	\$ 150.00
1	\$ 94,000.00	\$ 94,000.00
1	\$ 10,000.00	\$ 10,000.00
1	\$ 110,000.00	\$ 110,000.00
1	\$ 110,000.00	\$ 110,000.00
1	\$ 110,000.00	\$ 110,000.00
1	\$ 15,000.00	\$ 15,000.00
1	\$ 1,422,000.00	\$ 1,422,000.00
1	\$ 65,000.00	\$ 65,000.00
1	\$ 10,000.00	\$ 10,000.00
1	\$ 5,000.00	\$ 5,000.00
1	\$ 52,000.00	\$ 52,000.00
1	\$ 25,000.00	\$ 25,000.00
1	\$ 25,000.00	\$ 25,000.00
1	\$ 25,000.00	\$ 25,000.00
1	\$ 100,000.00	\$ 100,000.00
1	\$ 92,000.00	\$ 92,000.00
1	\$ 15,000.00	\$ 15,000.00
1	\$ 7,500.00	\$ 7,500.00
1	\$ 7,500.00	\$ 7,500.00
1	\$ 7,500.00	\$ 7,500.00
1	\$ 15,000.00	\$ 15,000.00
1	\$ 50,000.00	\$ 50,000.00
1	\$ 1,000.00	\$ 1,000.00
1	\$ 5,000.00	\$ 5,000.00
2000	\$ 5.00	\$ 10,000.00
2000	\$ 2.00	\$ 4,000.00
2000	\$ 3.00	\$ 6,000.00
400	\$ 16.00	\$ 6,400.00
500	\$ 10.00	\$ 5,000.00
71	\$ 400.00	\$ 28,400.00
300	\$ 180.00	\$ 54,000.00
50	\$ 75.00	\$ 3,750.00
50	\$ 75.00	\$ 3,750.00
250	\$ 400.00	\$ 100,000.00
2	\$ 8,800.00	\$ 17,600.00
150	\$ 300.00	\$ 45,000.00
70	\$ 200.00	\$ 14,000.00
1	\$ 125,000.00	\$ 125,000.00
1	\$ 125,000.00	\$ 125,000.00
1	\$ 125,000.00	\$ 125,000.00
1	\$ 10,000.00	\$ 10,000.00
2	\$ 95,000.00	\$ 95,000.00
2	\$ 159,000.00	\$ 159,000.00
150	\$ 135.00	\$ 20,250.00
75	\$ 220.00	\$ 16,500.00
750	\$ 15.00	\$ 11,250.00
300	\$ 20.00	\$ 6,000.00
200	\$ 10.00	\$ 2,000.00
300	\$ 150.00	\$ 45,000.00
2	\$ 3,000.00	\$ 6,000.00
1	\$ 2,000.00	\$ 2,000.00
1	\$ 8,000.00	\$ 8,000.00
550	\$ 49.00	\$ 26,950.00
3	\$ 800.00	\$ 2,400.00
1	\$ 100,000.00	\$ 100,000.00
	BASE BID COST	\$ 3,583,300.00

BID BOND	YES
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INTEGRAL CONSTRUCTION		
QUANTITY	UNIT COST	COST
1	\$ 3,850.00	\$ 3,850.00
1	\$ 1,100.00	\$ 1,100.00
600	\$ 6.60	\$ 3,960.00
75	\$ 11.00	\$ 825.00
1	\$ 60,115.00	\$ 60,115.00
1	\$ 14,300.00	\$ 14,300.00
1	\$ 128,773.00	\$ 128,773.00
1	\$ 130,148.00	\$ 130,148.00
1	\$ 132,073.00	\$ 132,073.00
1	\$ 1,650.00	\$ 1,650.00
1	\$ 1,161,588.00	\$ 1,161,588.00
1	\$ 9,140.00	\$ 9,140.00
1	\$ 7,312.00	\$ 7,312.00
1	\$ 53,009.00	\$ 53,009.00
1	\$ 66,176.00	\$ 66,176.00
1	\$ 80,428.00	\$ 80,428.00
1	\$ 80,428.00	\$ 80,428.00
1	\$ 80,428.00	\$ 80,428.00
1	\$ 96,895.00	\$ 96,895.00
1	\$ 9,140.00	\$ 9,140.00
1	\$ 82,500.00	\$ 82,500.00
1	\$ 77,000.00	\$ 77,000.00
1	\$ 77,000.00	\$ 77,000.00
1	\$ 77,000.00	\$ 77,000.00
1	\$ 16,500.00	\$ 16,500.00
1	\$ 113,658.00	\$ 113,658.00
1	\$ 2,200.00	\$ 2,200.00
1	\$ 3,740.00	\$ 3,740.00
2000	\$ 4.125	\$ 8,250.00
2000	\$ 2.20	\$ 4,400.00
2000	\$ 2.20	\$ 4,400.00
400	\$ 8.80	\$ 3,520.00
500	\$ 6.60	\$ 3,300.00
71	\$ 440.775	\$ 31,295.03
300	\$ 168.667	\$ 50,600.10
50	\$ 110.00	\$ 5,500.00
50	\$ 110.00	\$ 5,500.00
250	\$ 374.00	\$ 93,500.00
2	\$ 8,800.00	\$ 17,600.00
150	\$ 311.667	\$ 46,750.05
70	\$ 353.571	\$ 24,749.97
1	\$ 100,540.00	\$ 100,540.00
1	\$ 77,000.00	\$ 77,000.00
1	\$ 100,540.00	\$ 100,540.00
1	\$ 3,300.00	\$ 3,300.00
2	\$ 50,268.00	\$ 100,536.00
2	\$ 77,686.50	\$ 155,373.00
150	\$ 137.50	\$ 20,625.00
75	\$ 154.00	\$ 11,550.00
750	\$ 11.00	\$ 8,250.00
300	\$ 16.50	\$ 4,950.00
200	\$ 5.50	\$ 1,100.00
300	\$ 92.40	\$ 27,720.00
2	\$ 9,075.00	\$ 18,150.00
1	\$ 3,850.00	\$ 3,850.00
1	\$ 11,000.00	\$ 11,000.00
550	\$ 38.50	\$ 21,175.00
3	\$ 330.00	\$ 990.00



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

November 30, 2022

Village of Tinley Park  
16250 South Oak Park Ave  
Tinley Park, IL 60477

Attention: Mr. Joe Fitzpatrick – Water & Sewer Superintendent

Subject: Evaluation and Recommendation of Submitted Proposals  
Western Pressure Zone Booster Pump Station  
Village of Tinley Park  
(CBBEL Project No. 160373.00030)

Dear Mr. Fitzpatrick:

Four bids for the subject project were received and opened on November 29, 2022, shortly after 10:00 a.m. in Village Hall. The four bids are summarized below and all bids tabulated in detail on the attached spreadsheet.

COMPANY	Base Bid Total
AIRY'S, INC.	\$ 3,436,250.00
H. LINDEN & SONS	\$ 3,583,300.00
INTEGRAL CONSTRUCTION	\$ 3,636,950.15
AUSTIN TYLER CONSTRUCTION	\$ 3,662,013.50
<i>Engineer's Opinion of Probable Construction Cost</i>	<i>\$ 3,658,150.00</i>

Our comments are as follows:

1. There was an error in H. Linden & Sons bid for the pump prices. The unit cost and the total cost submitted for both the low flow pumps and the high flow pumps were the same. Based on the other contractors' pricing, it appears the unit price was incorrect and the total price was correct.
2. All bidders submitted the required 10% Bid Bond and Certifications and acknowledged/incorporated Addendum No. 1 in their respective bids. We believe that the two lowest bidders are qualified to perform the work.
3. There were no bid conditions listed in the Exceptions and Deviations section of the Bid Form for any of the bidders.

4. CBBEL recommends that the Village award a contract in the amount of \$3,436,250.00 to Airy's Inc. of Joliet, Illinois for the subject project. Airy's, Inc. has provided the lowest bid and is considered qualified to perform the work.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "John P. Caruso". The signature is fluid and cursive, with the first name "John" and last name "Caruso" being clearly legible, and "P." in the middle.

John P. Caruso, PE  
Head, Mechanical/Electrical Department

JPC/pjb

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# Interoffice Memo

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**Date:** November 29, 2022

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

**From:** Arlan Schattke, PE – Village Engineer

**Subject:** Kimberly Heights - Phase II Professional Engineering Services Agreement

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Prepared for Committee of the Whole and Village Board Meeting for consideration and possible action.

Description: Robinson Engineering Ltd. (REL) has previously prepared a Master Drainage Improvement Plan for the Kimberly Heights Subdivision. This Engineering Service Agreement is with Robinson Engineering to prepare engineering plans and specifications, as well as bidding documents for the Phase II area of the subdivision. The Phase II area includes Beverly Ave. (167<sup>th</sup> St. to Gaynelle Rd.) and Patricia Ave. (167<sup>th</sup> St. to 166<sup>th</sup> St.).

The estimated construction cost is approximately \$547,000.

Depending on scheduling with permitting and utility conflicts, the actual construction sequencing may be adjusted for Phase I and Phase II areas accordingly.

Budget/Finance: Funding in the amount of \$1,500,000 was allocated to this project in the FY23 Budget (65-00-000-75310).

Staff Direction Request:

1. Approve the Professional Engineering Services Agreement between the Village and Robinson Engineering Ltd. for the Phase II Drainage Improvement Design for Kimberly Heights.
2. Direct Staff as necessary.

Attachments:

1. Kimberly Heights Phase II Professional Services Agreement.



## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 15<sup>th</sup> day of November, 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 (hereafter the “Service”). 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. Conversely, the Consultant shall not coordinate, supervise and direct any portions of the Work for what they are not responsible for and shall not be responsible for, nor have control over, construction means, methods, techniques, sequences and procedures, safety, and security for any party they are not responsible for. The Consultant shall comply will 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.

In the event such claims, losses, damages, or expenses are legally determined to be caused by joint or concurrent negligence, they shall be borne by each party in proportion to its own negligence under comparative fault principles.

With respect to the aforementioned duty to protect and defend, this shall apply for non-professional services that are performed and to the extent covered by the Consultant's General Liability policy. The Duty to Defend does not apply to professional services that are performed which are not covered by the Consultant's Professional Liability policy.

## 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.

Consultant shall procure and maintain insurance as required by and set forth in the previous paragraph of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate of Consultant and Consultant's officers, members, directors, partners, agents, employees, and Subconsultants to Village and anyone claiming by, through, or under Village for any and all claims, losses, costs, or damages whatsoever arising out of resulting from or in any way related to the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Consultant or Consultant's officers,

members, directors, partners, agents, employees, or Subconsultants (hereafter “Village’s Claims”), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant’s insurers in settlement or satisfaction of Village’s Claims under the terms and conditions of Consultant’s insurance policies applicable thereto (excluding fees, costs, and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Village’s Claims, then the total liability, in the aggregate of Consultant and Consultant’s officers, members, directors, partners, agents, employees, and Subconsultants to Village and anyone claiming by, through, or under Village for any and all such uninsured Village’s claims shall not be limited.

## V. WARRANTY

Consultant represents 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 accordance with the Standard of Care presented in Section 1.A, and 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.

17000 South Park Avenue

South Holland, IL 60473

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.

IN WITNESS WHEREOF, the Village of Tinley Park and (Insert Consultant), have executed this Agreement.

**VILLAGE OF TINLEY PARK**

**ROBINSON ENGINEERING LTD.**

By: \_\_\_\_\_  
Village Manager

By: \_\_\_\_\_

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.

The undersigned also certifies that Consultant is in compliance with all other applicable laws and regulations regarding its performance of this Agreement.

---

Name of Consultant (please print)

---

Submitted by (signature)

---

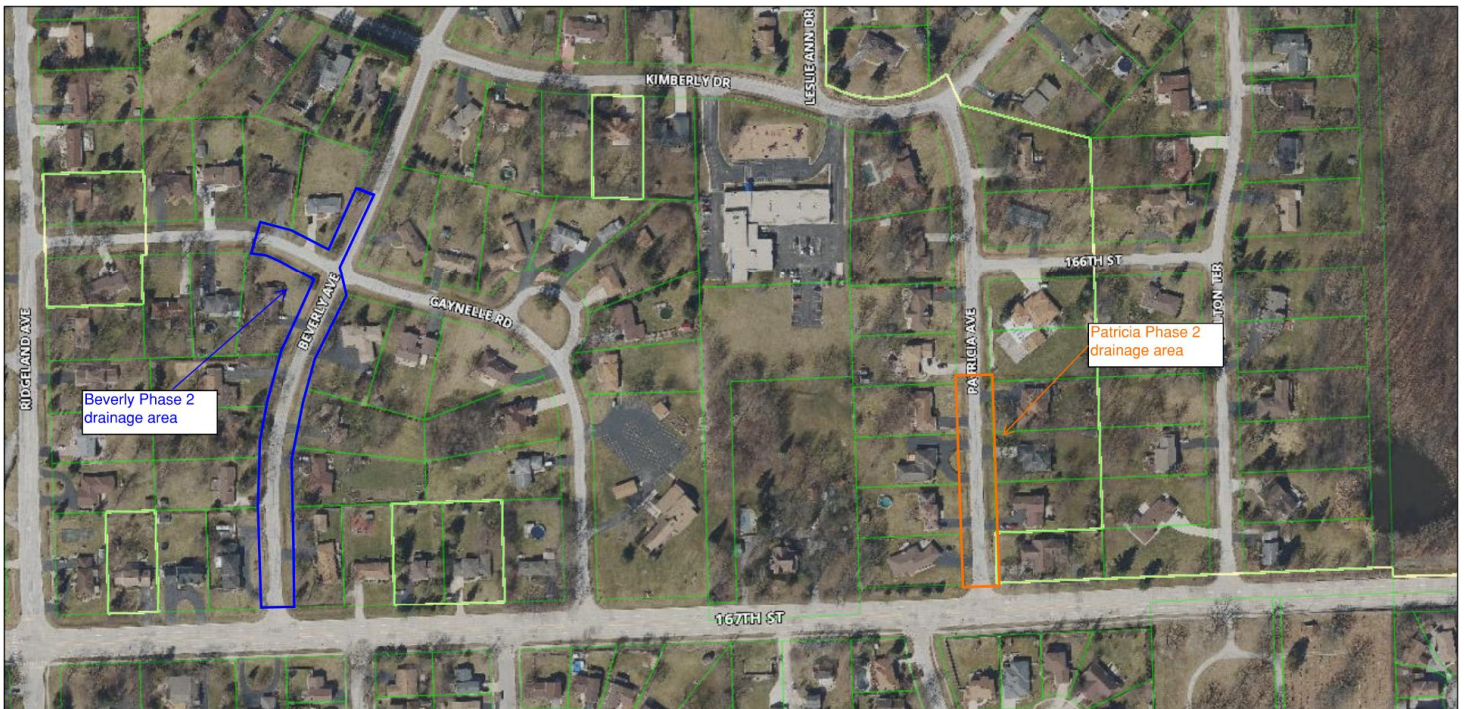
Title

## EXHIBIT A

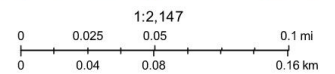
### Scope of Professional Services

Work as specified and approved by the Village of Tinley Park in the Proposal for Professional Engineering Services for Kimberly Heights Drainage Improvements – Phase II Dated 11/10/22.

#### Kimberly Heights Drainage Improvements - Phase II



November 14, 2022



Cook County GIS Dept  
Cook County GIS Department

11/10/22

Project 21-R0545.02

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**  
Kimberly Heights Drainage Improvements – Phase II

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 the Kimberly Heights Subdivision 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**

The Kimberly Heights Subdivision has experienced drainage issues throughout its entirety for many years. In an effort to help alleviate these issues, the Village authorized REL to perform a drainage study for the entire subdivision. This study outlined general improvements within the right-of-way that will provide the subdivision with more efficient drainage measures.

As part of the implementation of this study, the Village will authorize REL to prepare construction plans and bidding documents for Phase II of the improvements as outlined by Village Staff. Phase II of these improvements will include a portion of the south section of the Kimberly Heights Subdivision that tie into 167<sup>th</sup> St.

## **2. SCOPE OF SERVICES**

### **A. Topographic Survey**

Robinson Engineering, Ltd. will locate the improvements along the proposed route 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, 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
- 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**

For the project 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 \$49,750. 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.**



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

## **EXHIBIT B**

### **Fee Schedule**

**Fee as specified in the Proposal for Professional Engineering Services for Kimberly Heights Drainage Improvements – Phase II Dated 11/10/22, section 3.**

## **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. Village would request insurance at \$2 million/\$5 million and umbrella of \$10 million.

• 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 Certificate**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Horton Group 10320 Orland Parkway Orland Park IL 60467	<b>CONTACT NAME:</b> Certificates Team <b>PHONE (A/C, No, Ext):</b> 708-845-3917 <b>E-MAIL ADDRESS:</b> certificates@thehortongroup.com	<b>FAX (A/C, No):</b>
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A : Evanston Insurance Company		35378
INSURER B : Hanover Insurance Company		22292
INSURER C : Harleysville Preferred Insurance Company		35696
INSURER D : Harleysville Worcester Insurance Company		26182
INSURER E :		
INSURER F :		

**COVERAGES****CERTIFICATE NUMBER:** 1181002516**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EDP (Blanket) GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	MPA0000004887BU	1/1/2022	1/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EDP \$ 1,035,000
D	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA0000004885BU	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 500,000 \$
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$			CMB0000004888BU	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC0000004886BU	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional/Pollution Liability			MKL7PL0005084	1/1/2022	1/1/2023	Occ / Agg Limit 2,000,000
B	Cyber Liability			LHC-H475039-01	1/1/2022	1/1/2023	Limit 1,000,000
C	Drone Liability			MPA0000004887BU	1/1/2022	1/1/2023	Limit 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Additional insured on a primary and non-contributory basis with respect to the general liability and auto liability coverage only when required by written contract. Waivers of subrogation applies to the general liability, auto liability and workers compensation in favor of the stated additional insureds only when required by written contract. Umbrella follows form.

Additionally Insured: Village of Tinley Park and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, and attorneys.

**CERTIFICATE HOLDER****CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# Interoffice Memo

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**Date:** November 29, 2022

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

**From:** Arlan Schattke, PE – Village Engineer

**Subject:** General Landscape Architecture Services – Site Design Group Ltd.

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Prepared for Committee of the Whole and Village Board Meeting for consideration and possible action.

Description: Site Design Group Ltd. provides the Village various Landscape Architect services. The previous service agreement with Site Design Group was antiquated with outdated rates and an update was needed. Site Design Group has provided great service and continually exceeds expectations. The agreement includes rates effective January 1, 2023.

Staff Direction Request:

1. Approve the Landscape Architecture Services Agreement between the Village and Site Design Group Ltd.
2. Direct Staff as necessary.

Attachments:

1. Site Design Group Service Agreement



## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 6<sup>th</sup> day of December, 2022 ("Effective Date"), between the Village of Tinley Park, Illinois ("Village"), located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and Site Design Group, 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:

Site Design Group, Ltd.

888 S. Michigan Ave, #1000

Chicago, IL 60605

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**

**Site Design Group, Ltd.**

By: \_\_\_\_\_

Village President

By: \_\_\_\_\_

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.

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Name of Consultant (please print)

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Submitted by (signature)

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Title

## **EXHIBIT A**

### **Scope of Professional Services**

Work as specified and approved by the Village of Tinley Park for General Landscape Architecture Services.

**EXHIBIT B**

**Fee Schedule**





**SITE DESIGN GROUP, LTD.  
2023 HOURLY LABOR RATES  
Tinley Park**

**Rates Effective as of January 1, 2023**

**Position Classification**

Principal in Charge .....	\$250.00
Director .....	\$200.00
Project Manager .....	\$180.00
Project Designer .....	\$150.00
Arborist/Project Manager Staff Loan .....	\$145.00
CAD Operator/Draftsperson .....	\$125.00
Technical Aide.....	\$110.00
Field Technician.....	\$100.00

## **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**

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Ins Svcs LLC Euclid-Prof</b> <b>2021 Spring Road, Suite 100</b> <b>Oak Brook, IL 60523</b> <b>312 442-7200</b>	<b>CONTACT NAME:</b> Laurie Cloninger <b>PHONE (A/C, No, Ext):</b> 630 625-5219 <b>E-MAIL ADDRESS:</b> laurie.cloninger@usi.com		<b>FAX (A/C, No):</b> 610 537-4939
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> <b>Site Design Group, Ltd.</b> <b>888 S Michigan Ave Unit PH1</b> <b>Chicago, IL 60605</b>	<b>INSURER A :</b> Hartford Casualty Insurance Company		<b>29424</b>
	<b>INSURER B :</b> Hartford Accident & Indemnity Company		<b>22357</b>
	<b>INSURER C :</b> Aspen American Insurance Company		<b>43460</b>
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			83SBAAE0162	11/22/2021	11/22/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			83UEGAA6376	11/22/2021	11/22/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000			83SBAAE0162	11/22/2021	11/22/2022	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability			AAAE10024403	11/22/2021	11/22/2022	\$5,000,000 each claim / \$5,000,000 annual aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

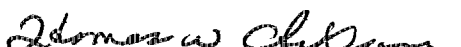
Professional Liability is written on a 'claims made' policy form.

RE: 8001 - Village of Tinley Park Retainer Agreement.

The General Liability, Automobile Liability and Umbrella Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to Village and its officers, officials, Village (See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

<b>Village of Tinley Park, Illinois</b> <b>16250 South Oak Park Avenue</b> <b>Tinley Park, IL 60477</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## DESCRIPTIONS (Continued from Page 1)

President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, and attorneys, Owner only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured.

# **PUBLIC COMMENT**

**ADJOURNMENT**