

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

**NOTICE IS HEREBY GIVEN** that a regular Committee of the Whole Meeting of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, February 21, 2023, 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 FEBRUARY 7, 2023.
4. DISCUSS AMENDING CHAPTER 71 OF THE VILLAGE CODE - LICENSING PROVISIONS (VEHICLE STICKERS).
5. DISCUSS REPEALING RESOLUTION 2010-R-011 ACCEPTANCE OF CREDIT CARDS FOR CERTAIN VILLAGE TRANSACTIONS.
6. DISCUSS ELECTRICAL AGGREGATION PROGRAM – VILLAGE ACCOUNTS.
7. DISCUSS AGREEMENT WITH BETTENHAUSEN & ASSOCIATES, LLC FOR FINANCIAL CONSULTANT SERVICES.
8. DISCUSS SIGN GRANT FOR GROUND RULES JIU JITSU, 17200 OAK PARK AVE #105.
9. DISCUSS SOUTH SUBURBAN LANDBANK APPOINTMENT.
10. DISCUSS CONTRACT WITH ROADSIDE TRAFFIC SYSTEMS FOR THE SCHOOL ZONE FLASHING BEACON SIGN ASSEMBLY INSTALLATION.
11. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

NANCY M. O'CONNOR, VILLAGE CLERK

**ROLL**

**CALL**

**MINUTES**  
**Meeting of the Committee of the Whole**  
**February 7, 2023 – 6:00 p.m.**  
**Village Hall - Council Chambers**  
**16250 S Oak Park Ave.**  
**Tinley Park, IL 60477**

**Item #1** - At 6:01 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, Community Development Director  
                                 J. Urbanski, Public Works Director  
                                 D. Framke, Marketing Director  
                                 P. O'Grady, Village Attorney  
                                 J. Blakey, Community Development Management Analyst

Others Present:           Anthony Cervini, Partner-in-Charge, Government Services, Sikich, LLP

**Item #3 - CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD JANUARY 17, 2023** – Motion was made by Trustee Brennan, seconded by Trustee Mahoney to approve the minutes of the Committee of the Whole meeting held on January 17, 2023. 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 -RECEIVE PRESENTATION OF THE FISCAL YEAR 2022 ANNUAL COMPREHENSIVE FINANCIAL REPORT** – Anthony Cervini, Partner-in-Charge, Government Services, Sikich, LLP, presented the Auditor's Communication to the Board of Trustees and Management for the year ended April 30, 2022. He noted the Village received the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting. The Independent Auditor's Report noted a Clean Unmodified Opinion and a Clean Single Audit Report.

Trustee Galante asked for clarification on journal entries AJE01, AJE03 -AJE07. Mr. Cervini provided details as to those entries.

Trustee Brady stated in the report it was noted the Village has adequate controls in place relative to the use of the single credit/purchasing card. Mr. Cervini explained this was Management's response to the Credit Card Purchasing Policy in the "Communication of Deficiencies in Internal Control" section. A Deficiency is the lowest level comment, made for a consideration by the Village Board but does not have significant risk associated with it.

**Item #5 – DISCUSS RESOLUTION IN SUPPORT OF ILLINOIS MUNICIPAL LEAGUE (IML) TAX INCREMENT FINANCING (TIF) LEGISLATION** – Illinois State Senators Gillespie (D), Arlington Heights and Walker (D), Arlington Heights are proposing legislation that would reform TIFs in a way that would have a negative impact on the Village. Proposals would weaken or even diminish municipal authority in administering TIF programs. It was recommended the Village pass a resolution in support of TIFs, along with many other municipalities across the State to prevent this proposed legislation from passing.

President Pro Tem Mueller stated the 159th Street and Harlem Avenue area is evidence of the usefulness of a TIF district. Trustee Brennan concurred adding TIF is one of the best tools to spur economic growth as seen with the Convention Center TIF.

Trustee Galante stated she agrees with the reporting tool included with the proposed legislation, but added the Village needs the TIF process.

Motion was made by Trustee Mueller, seconded by Trustee Sullivan to recommend a Resolution in support of Illinois Municipal League (IML) Tax Increment Financing (TIF) Legislation be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

**Item #6 – DISCUSS THE FOLLOWING ITEMS FOR BANGING GAVEL –**

- A. DISCUSS EXTENDING INCENTIVE AGREEMENT DATE** - The Village and Banging Gavel Properties, LLC (“BGB”) entered into an Economic Incentive Agreement dated March 3, 2017, as adopted by Ordinance No. 2017-O-016. The Agreement was subsequently amended on December 17, 2019, as adopted by Ordinance No. 2019-O-082 followed by a second amendment on May 18, 2021, as adopted by Ordinance No. 2021-O-027.

The Owner of the property met with Staff on November 8, 2022, to discuss obstacles faced with redeveloping the property including the Vogt Building’s historical status, the Covid pandemic, and the construction loan for the development of the brewpub project finally closed on April 15, 2022. The full project permit was issued, and construction began shortly after the loan was secured. In April 2022, a 3-phase transformer was ordered from ComEd with an anticipated delivery date of April 2023. The General Contractor expected renovations to be completed in December 2022 but due to challenges with structural engineering, supply chain issues, and finding two underground fuel tanks which required the attention of the EPA and State Fire Marshall, the anticipated project completion date has been moved to May 2023. BGB anticipates being fully operational and to receive a Certificate of Occupancy by July 2023. The full project is under construction, as opposed to a phased completion proposed in the last amendment.

BGB requested a third amendment to their Economic Incentive Agreement. The new date for substantial completion of the brewpub is expected to be in May 2023, however, the requested final date is extended to December 31, 2023. The additional time allows for flexibility with any other unforeseen delays.

- A. DISCUSS PURCHASE AGREEMENT TO SELL PARKING LOT AREA** - The Village is the current owner of 6811 Hickory Street, containing two separate parcels of land (PINs 28-30-314-042-000 and 28-30-314-039-000, “Surplus Property”). The Village acquired the Surplus

Property, and subdivided parcels 1 and 3, as a condition of the previously approved Incentive agreement and parcel 2 remained with BGB which includes the historic Vogt Building and one parking space for the residential unit on the top floor of said building. BGB requested “first right of refusal” to repurchase if the Village sold the parcels in the future. The acquisition of parcels 1 and 3 was approved on November 7, 2017, as adopted by Resolution No. 2017-R-049. The Village and BGB entered a Revocable Encroachment License Agreement on September 19, 2018, as adopted by Resolution No. 2018-R-070 which allowed for certain “improvements” to occur on the property.

The Surplus Property is no longer needed for the operation of the Village and continues to incur costs to maintain a very limited number of “public” parking stalls primarily used by the two adjacent businesses (BGB and SIP Wine Bar). Additionally, several permanent items from the construction of the BGB project exist on the site including an accessible ramp, dumpster enclosure, electrical transformer, and other accessory items approved through the previously mentioned Encroachment License Agreement. That agreement is set to expire in 2024 and would need to be renewed regularly, despite most improvements being permanent or very difficult to ever remove/relocate. Instead of extending an easement agreement for encroachments that are permanent and due to short- and long-term costs of maintenance, staff approached BGB on their interest to reacquire the property, which they agreed was in the best interest of that area.

Staff recommends transferring ownership of the Surplus Property to Banging Gavel Properties, LLC. Upon transferring the Surplus Property, Banging Gavel will be responsible for parking lot improvements and maintenance, including pothole patching, striping, and snow removal.

Trustee Brady asked for more information on the underground tanks. Dan Ritter, Community Development Director, explained the full kerosene tanks were removed and there was no leakage.

Motion was made by Trustee Brady, seconded by Trustee Sullivan to recommend Banging Gavel Items 6a and 6b be forwarded to the February 21, 2023, Village Board meeting. 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 – DISCUSS CONTRACTOR REGISTRATION CHANGES** – The Community Development Department currently requires that all contractors performing work in the Village of Tinley Park are licensed and bonded. All contractors, except for a select few as determined by state law; are required to submit a bond when applying for licensure. The bond amount is \$20,000 for all contractors regardless of the job they are doing. \$20,000 on some jobs may be excessive, but on most, it is largely under the cost of work involved. On average, the cost to the contractor is \$100 to purchase the annual surety bond, which is paid to their insurance company. These bonds are required to guarantee against work that does not meet building or zoning codes. They cannot be pulled for private contracts or “work quality” related reasons that are a private matter. Additionally, the current contractor registration period is on a rolling basis requiring staff to be consistently enthralled in the contractor registration process. A recent assessment of the Community Development Department processes by Baecore Group (June 2022) recommended annual contractor registration to streamline workflows.

The time that staff dedicates to the contractor registration process is large. While licensing contractors working in the Village provides public safety and accountability aspects, not all parts of the current requirements provide the same level of value to the public. Most of the time is dedicated to the recording, collection, and verification of surety bonds when a contractor applies for licensure. Time spent processing

surety bonds can be reutilized to enhance the department's efficiency. Furthermore, the time being used processing bonds is wasteful as bonds can only be pulled in the event work is not completed up to building or zoning code, not for cosmetic defects or ensuring a private contract is upheld, which residents often think the surety bond covers. In the last ten years, the Village has pulled one bond, and often trying to pull a bond will lead to litigation.

It is Staff's intention to implement a policy that will require workmanship that is not in compliance with code requirements to be failed during the inspection process. The work will continue to be failed until it is brought into compliance and escalated to a code enforcement case, if necessary. If a contractor is unwilling to correct the work or is habitually performing non-compliant work the Village reserves the right to revoke their license. Any other damages could be pursued by a legal or court process, although similar to pulling bonds, this is not expected to be needed on any regular basis. The removal of the bond requirement will make the registration process easier for both contractors and Staff while boosting the overall capacity of the permit technicians. To replace surety bonds, the Village would require contractors provide a certificate of insurance with minimum general liability coverage of \$1,000,000. It is common for most reputable contractors to already have this in place and does not need to be individually issued to specific communities like a bond.

Throughout Staff's research, it was found the licensing fees the Village is charging is significantly less than surrounding communities. Staff is suggesting an increase in the contractor registration fee from \$100 to \$200 for general contractors and from \$50 to \$100 for sub-contractors. This increase would bring the Village to the market rate for contractor licensing.

In addition to the surety bond requirement, the current rolling annual registration system is highly inefficient. Currently, one (1) staff member is solely dedicated to the process of contractor licensing. During the busy season, Staff is often overwhelmed by the number of registrations that come in at different times. Staff suggested transitioning to a calendar year licensing system that aligns with other Village licensing regulations. By relegating all registrations to end on December 31 Staff can concentrate the influx of new registrations to a slower period. This change in addition to the removal of the surety bond requirement will drastically reduce the time dedicated to this process which will allow more time for other administrative tasks. Registrations will still be accepted throughout the year for new contractors, however, the number received, and time needed is expected to be significantly less under the revised process.

President Pro Tem Mueller noted the proposed and current fees included on the table in the memo should have been swapped. The fees in the text of the memo are correct.

Trustee Brennan stated he is leery of removing the surety bond requirement and asked how registrations received late in the calendar year would be handled. Jarell Blakey, Community Development Management Analyst, stated the registration would roll over into the next year. Mr. Ritter stated Staff time and Village dollars would be better spent pursuing the contractor versus pulling a bond.

Motion was made by Trustee Mueller, seconded by Trustee Sullivan to recommend contractor registration changes be forwarded to the February 21, 2023, Village Board meeting. 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 – DISCUSS MEMORANDUM OF UNDERSTANDING (MOU) WITH THE VILLAGE OF LYNWOOD REGARDING THE SHOOTING RANGE** – The MOU defines the cost, terms of use, and

range rules which the Village must agree to, to allow the Tinley Park Police Department use of the Lynwood Police Department Firearms Range for training and requalification of Officers.

The cost for use of the range is \$2400, which includes the 2023 and 2024 calendar years.

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Brady, seconded by Trustee Brennan to recommend the Memorandum of Understanding with the Village of Lynwood regarding the shooting range 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 – DISCUSS CONTRACT WITH STRUCTURED SOLUTIONS FOR THE SANITARY SEWER REHABILITATION PROGRAM** – This item was presented at the January 17, 2023, Committee of the Whole meeting and several questions and concerns were presented. Conversations have been had with Structured Solutions and it is aware of the requirements of the Village and will honor the proposed price.

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 Sullivan to recommend a contract with Structured Solutions for the Sanitary Sewer Rehabilitation Program 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 – DISCUSS PURCHASE OF SEWER CAMERA AND TRANSPORTER FROM EJ EQUIPMENT** – The purchase of the sewer camera and transporter from EJ Equipment is considered “sole source” due to the fact that it is proprietary to the existing software used to inspect, record, and track all sewers that have been and need to be televised.

The current equipment has exceeded the industry standard of life expectancy and has failed on multiple occasions leading to costly repairs. This equipment is used to help meet the Metropolitan Water Reclamation District (MWRD) requirement mandated for all municipalities whose wastewater flows to their treatment facilities. The current equipment has a trade-in value of sixty-six hundred dollars (\$6,600) each. The quote from EJ Equipment for \$40,295 includes the total cost of equipment to the Village after the trade-in values are credited.

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mahoney, seconded by Trustee Brennan to recommend the purchase of a sewer camera and transporter from EJ Equipment 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 #11 – 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 Sullivan, seconded by Trustee Brady, 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 6:37 p.m.





# Interoffice Memo

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**Date:** February 14, 2023  
**To:** Mayor and Village Board  
**From:** Clerk Nancy O'Connor  
**Subject:** Proposed Amendment to Chapter 71 "Licensing Provisions" for Vehicles

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Presented for the February 21, 2023 Committee of the Whole and Village Board Meeting:

**Description:** The proposed ordinance amends Title VII, Chapter 71 of the Tinley Park Village Code Entitled "Licensing Provisions" for vehicles.

**Background:** This amendment would discontinue the vehicle sticker program in the Village. Residents would no longer be required to purchase Village stickers for their vehicles.

The revenues for this program used to be over \$1 million, however in recent years, revenues barely surpass \$400,000. The revenues from the vehicle stickers have been slated historically for the Pavement Management Program (PMP). Because revenues have been so low, the Village has been largely funding the PMP with capital funds. With sales tax revenues/other general fund revenues remaining strong, we are confident we will be able to cover the cost of the PMP in other revenue sources at this time.

Free stickers will be available for residents who would like to continue displaying stickers on their vehicles. These free stickers can be picked up at the Village Hall during regular business hours starting April 1.

**Attachment:** Draft Ordinance amending Title VII, Chapter 71 of the Tinley Park Village Code Entitled "Licensing Provisions" for Vehicles.



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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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**ORDINANCE  
NO. 2023-O-XXX**

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**AN ORDINANCE AMENDING TITLE VII, CHAPTER 71  
OF THE TINLEY PARK VILLAGE CODE ENTITLED  
“LICENSING PROVISIONS” FOR VEHICLES**

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

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

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Published in pamphlet form by authority of the President and Board of Trustees of  
the Village of Tinley Park

**ORDINANCE NO. 2022-O-XXX**

**AN ORDINANCE AMENDING TITLE VII, CHAPTER 71  
OF THE TINLEY PARK VILLAGE CODE ENTITLED  
“LICENSING PROVISIONS” FOR VEHICLES**

**WHEREAS**, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village to eliminate the requirement for Village licensing of motor vehicles owned by residents of the Village; and

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

**SECTION 1:** The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

**SECTION 2:** That Title VII, Chapter 71 of the Tinley Park Village Code entitled “Licensing Provisions” is hereby amended by deleting the following strikethrough language and adding the following underlined language:

**§ 71.01 LICENSE OF VEHICLES**

- (A) ~~It shall be unlawful for any owner of a motor vehicle who resides in the village to use or cause or permit the use of the motor vehicle on the streets or public ways of the village unless the motor vehicle is licensed as hereinafter provided.~~
- (B) ~~It shall be unlawful to use or cause or permit the use of any motor vehicle on the streets or public ways of the village, when the motor vehicle has its situs or base within the village, unless the motor vehicle is licensed as hereinafter provided.~~
- (A) Every village resident who owns or operates a vehicle shall have the opportunity to obtain a village vehicle license at no charge.
- (B) Village vehicle licenses shall be offered to residents every other year beginning on April 1<sup>st</sup>.
- (C) There is no requirement herein that a village vehicle license be obtained or displayed by any resident.

**§ 71.02 Definitions**

The description of words and phrases when used in this chapter shall have the meanings respectively ascribed to them in ILCS Ch. 625, Act 5 §§ 1-101 et seq.

**§ 71.03 APPLICATION FOR LICENSE. (RESERVED)**

~~Any person, firm, or corporation desiring a license for any motor vehicle shall file an application with the Village Clerk upon a form provided by him setting forth the name and address of the applicant, a description of the motor vehicle for which a license is desired, and the payment by the applicant of the license fee, as hereinafter provided, to the Village Clerk. The Clerk shall cause to be issued a license which shall be signed by the Village President, and attested to by the Village Clerk, authorizing the use of the motor vehicle within the village until the expiration of the license.~~

**§71.04 (RESERVED)**

**§ 71.05 AMOUNT OF LICENSE FEES (RESERVED)**

~~Licenses shall be valid for the 12-month period commencing on May 1 of each year. All persons, firms, or corporations who have a residence address or a business address, and who operate or own a motor vehicle in the village shall make application for annual vehicle license to the Clerk of the village. The fees for the issuance of a vehicle license shall be as follows:~~

~~—(A) For licenses obtained between April 1 and June 30 of each year, the license fees shall be as follows:~~

~~—(1) Passenger automobiles, vans, and recreational vehicles—\$25~~

~~—(2) Motor trucks and motor-driven commercial vehicles used for conveying loads of one ton or less—\$35~~

~~—(3) Motor trucks or motor-driven commercial vehicles used for conveying loads of one ton or more—\$55~~

~~—(4) Motor-driven vehicles used exclusively for the carrying passengers for hire, such as buses or taxi cabs—\$40~~

~~—(5) Motorcycles, motor scooters, or bicycles with motors—\$10~~

~~—(B) For licenses obtained after July 1 of each year, the license fees shall be increased to the following amounts:~~

~~—(1) Passenger automobiles, vans, and recreational vehicles—\$45~~

~~—(2) Motor trucks and motor-driven commercial vehicles used for conveying loads of one ton or less—\$60~~

~~—(3) Motor trucks or motor-driven commercial vehicles used for conveying loads of one ton or more—\$95~~

~~—(4) Motor-driven vehicles used exclusively for the carrying passengers for hire, such as buses or taxi cabs—\$70~~

~~—(5) Motorcycles, motor scooters, or bicycles with motors—\$20~~

~~—(C) Any person required under this section to purchase a license for a passenger vehicle, upon presentation of satisfactory evidence establishing that the person has attained the age of 65 years, or will attain the age of 65 years during the calendar year for which a license is to be issued, shall pay a fee of \$1.50 for one license only, provided the license is purchased prior to July 1 of the calendar year, and further provided that the person shall pay a fee of \$3 for the license if purchased on or after July 1 of the calendar year. This section shall apply only to passenger vehicles as identified in divisions (A)(1) and (B)(1) of this section and excludes all other types of licensed vehicles.~~

~~—(D) All persons, firms, or corporations who have a residence address or a business address, and who use dealer plates upon a vehicle owned or operated by them in the village, shall be required to pay the fees for an annual vehicle license as provided for in this chapter.~~

#### § 71.06 LICENSE STICKERS FOR VEHICLES; PLACEMENT AND REMOVAL

(A) Upon the request of any resident who provides proof of vehicle ownership and village residency, the resident shall be issued a village vehicle license sticker, ~~which sticker shall bear a number and name of the class to which the motor vehicle belongs, and the year for which the license is issued.~~ When the sticker is delivered to any applicant resident for the license for the ~~motor truck or motor driven commercial vehicle or pleasure car,~~ it shall be the duty of the applicant resident to fix the village vehicle license sticker on the lower right-hand side of this windshield where it can readily be seen. ~~It shall be unlawful for any person, firm, or corporation to use, or cause, or permit, any agent or employee to use any motor truck or motor driven commercial vehicle or pleasure car, although duly licensed, upon the streets, avenues, or alleys of the village, unless the sticker is affixed as provided herein above. It shall be the duty of applicants for motorcycle licenses to fix the sticker on the lower right hand side of the frame of the motorcycle.~~

~~—(B) Should any windshield be broken and the vehicle sticker rendered useless for further service, upon return to the Clerk of the useless sticker, he shall issue a new one of the same class upon the payment of the sum of \$.50.~~

**SECTION 3:** That Title VII, Chapter 7, Sections 71.07, TRANSFER OF STICKER, NEW VEHICLES, AND NEW RESIDENTS, 71.08, (RESERVED), 71.09, EXEMPTION FOR CERTAIN VEHICLES, and 71.99, PENALTY of the of the Tinley Park Village Code be and is hereby repealed and deleted.

#### ~~§ 71.07 TRANSFER OF STICKER, NEW VEHICLES, AND NEW RESIDENTS~~

~~(A) If in any year the holder of a valid vehicle sticker for which the proper fee has been paid purchases a replacement vehicle, a transfer fee of \$2 shall apply.~~

~~—(B) If a higher fee class under § 71.05(A) is applicable to the replacement vehicle, the difference between the original fee and the fee applicable to the new vehicle under the aforementioned fee schedule shall be paid in addition to the transfer fee within 30 days of the purchase. Upon payment of these fees, and surrender of the old sticker, a new sticker shall be issued for the new vehicle.~~

~~—(C) If the replacement vehicle is for a vehicle of an equal or lower fee class as identified under § 71.05(A), the transfer fee identified under division (A) of this section must be paid within 30 days of the purchase. Upon payment of this fee, and surrender of the old sticker, a new sticker shall be issued for the new vehicle.~~

~~—(D) New residents of the village shall be required to purchase a license for any motor vehicle owned or operated by the new resident, as provided for in this chapter, within 30 days of establishing residence at the fee schedule identified under § 71.05(A) without being in violation of this chapter. Satisfactory proof of the date that residency had been established must be submitted to the Village Clerk with the application for the license.~~

~~—(E) Residents of the village who purchase a motor vehicle which does not replace an existing licensed vehicle under this chapter shall be required to purchase a license for such motor~~

vehicle as provided for in this chapter within 30 days of the purchase at the fee schedule identified under § 71.05(A) without being in violation of this chapter. Satisfactory proof of the date on which the vehicle was purchased must be submitted to the Village Clerk with the application for the license.

**§ 71.08 (RESERVED)**

**§ 71.09 EXEMPTION FOR CERTAIN VEHICLES**

(A) — All village-owned motor vehicles shall be exempt from the provisions of this chapter. No such vehicle shall be required to display any license or pay any license fee.

**§ 71.99 PENALTY.**

(A) — Any person, firm, or corporation violating any of the provisions of this chapter for which no other penalty is provided shall be fined not less than \$10 nor more than \$500 for each and every violation, and each day any motor vehicle is used upon the streets or alleys of the village without having procured a license as provided herein, and without having complied with the provisions of this chapter, shall be considered a separate and distinct offense.

(B) — Any person or persons who shall take, remove, or carry away, without the consent of the owner of the vehicle or vehicles, any license tag or vehicle sticker as provided in § 71.06 shall be fined not less than \$25 nor more than \$200. Every such license tag or sticker wrongfully removed from any vehicle shall be considered a separate offense.

**SECTION 3:** Any policy, resolution or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

**SECTION 4:** That this Ordinance shall be in full force and effect from and after its adoption and approval.

**SECTION 5:** That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS \_\_\_\_ day of \_\_\_\_\_, 2023

AYES:

NAYS:

ABSENT:

APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2023

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

DRAFT

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2023-O-XXX, “AN ORDINANCE AMENDING TITLE VII, CHAPTER 71 OF THE TINLEY PARK VILLAGE CODE ENTITLED “LICENSING PROVISIONS” FOR VEHICLES, ,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on the \_\_\_\_ day of \_\_\_\_\_, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NANCY M. O’CONNOR, VILLAGE CLERK





## Interoffice Memo

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**Date:** February 21, 2023  
**To:** Village Board  
**Cc:** Pat Carr, Village Manager  
**From:** Hannah Lipman, Assistant Village Manager/Interim Treasurer  
**Subject:** Local Government Acceptance of Credit Cards

Due to some recent situations, Resolution 2010-R-011 was brought to the attention of the Manager's Office. This resolution from 2010 was passed in accordance with the Local Government Acceptance of Credit Cards Act. The act essentially permits units of local government to accept credit card payments. In 2010, it appears the Village, under our home rule authority, took it a step further and set the permissible payment limit with a credit card to \$600, and also limited the types of transactions we would accept credit cards for.

In today's day and age, this resolution/policy has become limiting. Our front desk staff in various departments have stated that they have had to turn people away, or have to go out of their way to remember to tell customers the types of payment we can or cannot accept. In an effort to continue providing a high level of customer service for our community, we are seeking this resolution/policy be repealed.

Attached is a copy of the Exhibit from 2010-R-011 for reference.

**Exhibit 1**

Core Code	Transaction Type	Accept Credit Cards	
		Yes	No
a_vehstk	Vehicle Stickers	X	
Alarm	Alarm System Permits	X	
AR	DUI/Cost Recovery Fees	X	
AR	Legal/Engineering/Landscaping Rebillables		X
Benches	Benches		X
Bid	Bid Packet	X	
Block & Duath &	Mainstreet Events		X
Books	Books and Publications	X	
BusFees	Bus Fees		X
BusLic	Business License	X	
ChgUse	Change of Use Permits	X	
CodeFine	Code Enforcement Fine	X	
ContLic	Contractor License	X	
Copies	Copies	X	
CRC	Sponsorships for Events		X
Damage	Property Damage	X	
DARE	DARE Donations		X
Dog	Dog License	X	
DogImp	Dog Impound Fee	X	
DressDn & Donate	Donations-Including Dress Down		X
DT	Discover Tinley		X
DUI	DUI Impound Fee	X	
Flag	Flag Sales	X	
Grade	Grading Deposits (Building Dept.)		X
Handcp	Handicap Parking Fees	X	
Health	Health Insurance Reimbursements		X
Hotel	Hotel/Motel Tax		X
Incode & Redflex	Police Tickets & In House Court Fees	X	
LiqLic	Liquor License	X	
Meter	Meter Sales	X	
NSF	NSF Fee	X	
Ornament	Ornament Sales for Historical Society		X
ParkPerm	Parking Permits	X	
PDFalse	PD False Alarms	X	
PermFire	Fireworks Permits	X	
Permit	Eden Permits (See Below)**		X
Permit	Eden Permits (Other than Above List)	X	
Postage	Postage Reimbursement		X
Rec/File	Recording Filing Fees		X
Rpt-Accid	Report Copies - Fire or Police	X	
SA	Special Assessments		X
Senior	Senior Commission Receipts		X
Test	Civil Service Test Fees	X	
TinWish & Firework & Soldiers	Tinley Wish, Fireworks, Soldiers Donations		X
TP Promo	Tinley Items for Sale	X	
UPS	UPS/Fed Ex Reimbursements		X
Water	Water Bills & Related Charges (not including deposits)	X	
ZoneHear & ZoneVar	Zoning Hearing & Variance Fees	X	

**\*\* Credit Cards not accepted for the following permit types:**  
 New Residential Permits including Single Family or Multi Family Residence  
 New Commerical Industrial Permits including Build Outs  
 Residential or Commercial Remodel Permits



# Interoffice Memo

**Date:** February 14, 2023

**To:** Committee of the Whole

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

**From:** Anne Sortino, Management Analyst

**Subject:** Electrical Aggregation – Pump Station Accounts

The Village participates in a consortium with 140 other municipalities known as the Northern Illinois Municipal Electric Collaborative (NIMEC) to drive down pricing for residential and municipal electricity.

In addition to the Village's residential and small business electric aggregation program, NIMEC also goes out to bid for electricity pricing relating to municipal uses (pumping stations and street lighting accounts) on behalf of the entire consortium. With 140 communities that participate in NIMEC's consortium, aggregating the collective volume and bidding together achieves savings that would otherwise not be available if the accounts were bid individually.

The Village has five (5) accounts for various pumping stations that benefit from the collective bid. These accounts are not included in our electric aggregation program and instead bid separately because of the high level of electric consumption used to operate these pumping stations.

The current contract with Constellation will be expiring soon, and therefore, NIMEC will be going through the bidding process on March 2<sup>nd</sup>. When the bids are received, the Village only has 24 hours to respond. Therefore, staff is asking the Board to provide the Village Manager with authority to execute a contract once the results of the bid are received.

Account	Service Address
Village of Tinley Park	164th & Harlem (Post 7)
Village of Tinley Park	16296 So. 84th (Post 6)
Village of Tinley Park	18301 S Ridgeland Ave (Post 2)
Village of Tinley Park	6640 W 167th St
Village of Tinley Park	171st St & 80th Ave (Post 5)

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**THE VILLAGE OF TINLEY PARK**

**Cook County,  
Illinois Will County,  
Illinois**

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**RESOLUTION  
NO. 2023-R-017**

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**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO  
CONTRACT FOR THE PURCHASE OF ELECTRICITY**

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

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

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park  
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys  
200 W. Adams, Suite 2125 Chicago, IL 60606

**RESOLUTION NO. 2023-O-017**

**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO CONTRACT  
FOR THE PURCHASE OF ELECTRICITY**

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

**WHEREAS**, the Village's current electrical aggregation contract for various pump station accounts will be expiring; and

**WHEREAS**, various energy purchasing cooperatives have been formed so as to contract for the best rate per kilowatt; and

**WHEREAS**, it is expected that these cooperatives will offer price and rate quotations that will be valid for a very short period of time, in some cases as short as twenty-four (24) hours

**WHEREAS**, time sensitive decisions will need to be made so as to secure the best kilowatt purchase rate for the Village of Tinley Park;

**WHEREAS**, upon receipt, the contract with final pricing must be executed in a timely manner to obtain the best program option for residents; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of said Village of Tinley Park and its residents to grant the Village Manager authority to enter into such contract(s) for the purchase of electrical energy service for the Village of Tinley Park

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, THAT THE VILLAGE MANAGER BE AUTHORIZED TO CONTRACT FOR THE VILLAGE OF TINLEY PARK'S ELECTRICAL AGGREGATION PROGRAM.**

**BE IT FURTHER RESOLVED ANY CONTRACT ENTERED INTO BY THE VILLAGE MANAGER PURSUANT TO THE AUTHORITY GRANTED BY THIS RESOLUTION SHALL NOT EXCEED THIRTY-SIX MONTHS IN DURATION**

PASSED THIS 21<sup>st</sup> day of February, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 21<sup>st</sup> day of February, 2023.

---

VILLAGE PRESIDENT

ATTEST

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VILLAGE CLERK

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

CERTIFICATE

I, NANCY M. O'CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-017, "**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO CONTRACT FOR THE PURCHASE OF ELECTRICITY**" which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 21, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 21<sup>st</sup> day of February, 2023.

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VILLAGE CLERK



# Interoffice Memo

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**Date:** February 21, 2023

**To:** Village Board

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

**Subject:** Staffing Agreement

As you are aware, as of recent we now have both Assistant Finance Director positions filled. With the team now settling in, we are seeking to enter into another agreement with Brad Bettenhausen from Bettenhausen and Associates, LLC. as a financial and administrative consultant, so he can work towards the transfer of key institutional knowledge and aid on high level financial matters. Brad has over 37 years of institutional knowledge and finance experience with the Village of Tinley Park.

As stated above, with this contract renewal, the main area of focus will be the knowledge transfer and training with the Assistant Finance Directors to ensure they have a strong foundational understanding of Village finances, but it will also include the following areas:

1. Monitoring spend-out of proceeds (2021 Bond Series) to meet the “safe-harbor” rules to avoid the necessity of arbitrage calculations.
2. Assist Finance staff in the annual audit, reporting, and related filings.
3. Supervise completion of Annual TIF reporting and provide other related TIF analysis and assistance.
4. Assist in the process of assembling, preparing and monitoring the annual budget.
5. Assist in revenue and incentive tracking.
6. Monitor tax exempt status of Village property acquisitions since 2018.
7. Continue to work with Cook County regarding properties to be acquired through the No Cash Bid (NCB) program and related tax exemption applications.
8. Participation in meetings and discussions relevant to Village financial matters.
9. Provide any additional work as directed by the Village Manager and authorized separately by the Board of Trustees, and subject to separate authorization.

The rate for this service will be \$150 per hour with a not to exceed amount of \$90,000. Staff is recommending approval of this agreement.





**FOURTH EXTENSION OF AN INDEPENDENT CONTRACTOR AGREEMENT  
TO PROVIDE PROFESSIONAL SERVICES AS FINANCIAL AND ADMINISTRATIVE  
CONSULTANT SERVICES FOR THE VILLAGE OF TINLEY PARK**

This fourth extension of this Professional Services Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Village of Tinley Park, Illinois, ("VILLAGE") and Bettenhausen & Associates LLC ("BA LLC"). The VILLAGE and BA LLC may be referred to herein individually as "Party" or collectively as the "Parties."

1. **DEFINITION OF BA LLC.** As used in this Agreement, BA LLC shall be construed to include all of BA LLC's officers, directors, members, managers, employees and agents.
2. **SERVICES.** BA LLC agrees to provide professional services as Financial and Administrative Consultant and related services as described in **EXHIBIT A** to this Agreement. The performance of the services by BA LLC under this Agreement shall not be construed as creating any employment relationship or employment contract or partnership or joint venture relationship between the VILLAGE and BA LLC. Professional Services will include:
  - A. Provide administrative assistance to the Village Finance Department and support the execution of the Department's Operating Plan.
  - B. Provide assistance with the potential bond issues or other debt financing including, but not limited to:
    - I. Meetings/calls with rating agency(ies)
    - ii. Review of Preliminary Offering Statement
    - iii. Completion of issuance documentation
    - iv. Monitoring spend-out of proceeds to meet the "safe-harbor" rules to avoid the necessity of arbitrage calculations.
  - C. Assist Finance staff in the annual audit, reporting, and related filings.
  - D. Supervise completion of Annual TIF reporting and provide other related TIF analysis and assistance including Joint Review Board meetings.
  - E. Assist in the process of assembling, preparing and monitoring the annual budget.
  - F. Assist in the evaluation and selection process for new ERP (enterprise resource program) financial, and related software applications.
  - G. Revenue and incentive tracking.

- H. Monitor tax exempt status of Village property acquisitions since 2018. Continue to work with Cook County regarding properties to be acquired through the No Cash Bid (NCB) program and related tax exemption applications. Prepare annual exemption affidavits.
  - I. Review and update written procedures and guidance regarding Finance and related activities. Where feasible, provide training to Finance and Administrative staff relative to such activities.
  - J. BA LLC agrees to provide any additional work as directed by the Village Manager and authorized separately by the Board of Trustees, and subject to separate authorization as deemed necessary by the Parties.
3. **TERM.** The Term of the agreement shall commence on February 22, 2023 and shall be for six (6) months from start of agreement, unless earlier terminated in accordance with paragraph 10, or not to exceed \$90,000. The professional services work will coincide with the needs of the VILLAGE to address issues in the Finance Department. In accordance with **Exhibit A** to this Agreement, the Village Manager shall provide a three week notice of project completion to permit project assignment closeout and any final report preparation.
4. **COMPENSATION.** The compensation will be for the completion of the Professional Services elements as described in **Exhibit A** to this agreement. Additional work elements as may be requested by the Village will be priced subject to the approval of the parties.
- BA LLC shall provide invoicing for services rendered no less than monthly to the Village Manager or his designee. The VILLAGE shall make payment to BA LLC within thirty (30) days thereafter, subject to the approval of the rules governing the VILLAGE. In compliance with Village requirements, BA LLC has provided a W-9 prior to the first payment, as required under the Village's accounting policies. No deductions of any kind whatsoever shall be made by the VILLAGE to any compensation paid to BA LLC for any and all applicable federal, state, local and other taxes and deductions, which shall remain the sole and exclusive obligation of BA LLC.
5. **INDEPENDENT CONTRACTOR STATUS.** BA LLC is retained by the VILLAGE only for the purposes and to the extent set forth in this Agreement, and BA LLC's relation to the VILLAGE shall, during the term of this Agreement and period of its services hereunder, be that of an independent contractor. BA LLC shall be free to dispose of such portion of its entire time, energy and skill

during regular business hours when BA LLC is not obligated to devote time and services hereunder to the VILLAGE, in such manner as BA LLC sees fit and to such persons, firms or corporations as BA LLC deems advisable. It is acknowledged that at all times BA LLC is separate and independent from the VILLAGE and that BA LLC will utilize a high level of skill necessary to perform the services under this Agreement.

- A. Not an Employee. BA LLC shall not be considered as having an employee status, nor shall the VILLAGE withhold any sums for the payment of income taxes or FICA taxes, nor shall BA LLC be entitled to participate in any plans, arrangements or distributions by the VILLAGE pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular full-time or part-time employees of the VILLAGE. As an independent contractor, it is the responsibility of BA LLC to file all necessary tax returns (federal, state, county and local) and to pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession. As an independent contractor, BA LLC agrees that it is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the VILLAGE and agrees not to file such claims in the event this Agreement is terminated. BA LLC agrees to assume all risk of death, illness and injury relative to performing all services under this Agreement. BA LLC understands and agrees that, as an independent contractor, it is not an employee of the VILLAGE for any purposes of any kind and all state, federal and county laws or regulations that apply to or provide benefits or protections to employees do not apply to it, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act and the Worker's Compensation Act (820 ILCS 305/1, et seq.).
- B. No Insurance Provided by System. The VILLAGE will not provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance or other employee benefits for or on behalf of BA LLC.

- 6. **INDEMNIFICATION.** BA LLC agrees to defend, indemnify and hold harmless the VILLAGE, its representatives, officers, trustees, agents, and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with BA LLC' s

performance of the terms of this Agreement, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of the VILLAGE, its representatives, officers, trustees, agents and employees.

The scope of BA LLC's indemnification shall include, but is not limited to:

- A. Any negligent, tortuous or wrongful act or omission of the BA LLC, its officers, agents, employees, contractors or subcontractors, resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to the property of any person, including BA LLC, its officers, agents, employees, and licensees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and
- B. Loss or damage of any kind resulting from the BA LLC's failure to comply with any provision of this Agreement, or of any federal, state or local law or regulation applicable to the BA LLC.

- 7. **INSURANCE.** As part of the indemnification required by this Agreement, but without limiting the same, BA LLC agrees to carry, during the term of this Agreement, at its expense, public liability insurance, including, but not limited to coverage for bodily injury, death, and property damage written on the comprehensive form, in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 8. **EQUIPMENT.** The VILLAGE will provide an office space and any equipment (e.g., computers), and clerical support to BA LLC to the extent that it is presently available.
- 9. **CONFIDENTIALITY.** BA LLC agrees to maintain the confidentiality of all VILLAGE information and documents received or obtained or learned as part of attending VILLAGE meetings and/or executive sessions or in performing its duties under this Agreement, unless specifically directed to release such information or documents by the VILLAGE or a court order or government regulatory agency order. BA LLC agrees that all conversations by attendees of and any information or documents reviewed or discussed in any executive session are confidential and shall not be disclosed or released by BA LLC, unless specifically directed to release such information or documents by the VILLAGE, a court order or government regulatory agency order. BA LLC shall faithfully adhere to the requirements of this Agreement and the professional ethical principles applicable hereto, including, but limited to, the ICMA Code of Ethics, and shall avoid all personal acts that might injure the reputation of the VILLAGE or undermine the business transactions and other operations of the VILLAGE.

10. **TERMINATION.**

- A. The Village may terminate this Agreement without cause upon thirty (30) days written notice to BA LLC. In the event of termination pursuant to this paragraph (10. A.), the Village shall pay BA LLC any Fees then due and payable for any Services completed up to and including the date of such termination.
- B. The Village may terminate this Agreement, effective immediately upon written notice to BA LLC, in the event that BA LLC breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, BA LLC does not cure such breach within ten (10) days after receipt of written notice of such breach.

11. **WAIVER AND ASSUMPTION OF LIABILITY.** BA LLC assumes all risks and liability for personal injuries or illness of any kind or death that might occur while performing any services or acting under this Agreement. BA LLC assumes all risks, liability and responsibility for its personal property while performing any services under this Agreement. BA LLC agrees to waive any claims or causes of action of any kind against the VILLAGE, except for non-payment for actual services rendered under this Agreement.

12. **APPLICABLE LAW.** The statutes and common law of the State of Illinois shall govern the interpretation, validity, enforcement and performance of the terms of this Agreement. The Parties agree that, for the purpose of any litigation or proceeding brought with respect to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook or Will County, Illinois, as determined by the VILLAGE and the Parties agree to voluntarily submit to the jurisdiction of such court for the purpose of any such litigation or proceeding.

13. **ASSIGNMENT.** This Agreement may not be assigned, transferred or conveyed by BA LLC without the prior written consent of the VILLAGE.

14. **NOTICES.** All written notices of any kind to be given or delivered under this Agreement shall be deemed to have been properly given if (a) delivered by hand, (b) delivered by a nationally recognized overnight courier service, or (c) sent by registered or certified United States Mail, return receipt requested and first class postage prepaid. Such notices shall be sent to the Parties at their respective addresses as follows:

If to the VILLAGE:  
Mr. Patrick Carr, Village Manager  
Village of Tinley Park  
16250 Oak Park Ave  
Tinley Park, Illinois 60477

With a copy to:  
Village President Michael Glotz  
Village of Tinley Park  
16250 Oak Park Ave  
Tinley Park, Illinois 60477

If to Bettenhausen Associates LLC:  
Brad Bettenhausen  
Bettenhausen & Associates LLC  
16620 Fulton Ter  
Tinley Park, IL 60477-1908

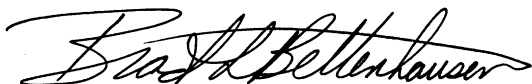
15. **AUTHORITY.** This Agreement shall be in full force and effect, and legally binding, after it is signed by the duly authorized officer of each party. Each of the signatories to this Agreement are the duly authorized representatives of their respective entity and each such person has signed this Agreement pursuant to the authority duly granted to him or her by the authorities of said entity, who have acted by motion or approved a resolution (in the VILLAGE's case, at an open public meeting) that authorized and directed the representatives to sign this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties agreeing hereto and to their successor corporations, officers, officials, trustees, successors in office, heirs, representatives, and assigns.
16. **EFFECTIVE DATE.** This Agreement shall become effective on the date of the last signatory to sign and authorize this Agreement.

VILLAGE OF TINLEY PARK, ILLINOIS

\_\_\_\_\_  
Michael W. Glotz  
Village President

Date \_\_\_\_\_

Bettenhausen & Associates LLC

\_\_\_\_\_  


Brad Bettenhausen  
Managing Director

Date \_\_\_\_\_

## EXHIBIT A

The Managing Director of BA LLC, is a Certified Public Accountant with over forty years of experience in public and governmental accounting spanning across five decades. There are few individuals that can bring both the governmental accounting and financial background and institutional knowledge of Tinley Park (as well as its history) to the table to address the current crisis created by the unexpected and untimely departure of the Treasurer/Finance Director with a minimum of familiarization lead time required.

BA LLC has identified key work elements with importance to the Village of Tinley Park. The work plan itself will proceed with concurrent work plan tasks, as all of the issues BA LLC has identified are very important to Tinley Park. There are some functions, that are foreseen as being potentially beneficial to be handled on an ongoing basis over a longer horizon to assist the overall finance and administration activities and staff transitions. Upon approval of the agreement, BA LLC and the Village Manager will identify the specific tasks and priorities. The identified tasks include:

1. The top priority shall be the transfer of knowledge to the current Finance and Management teams, specifically as it relates to the budget, revenues, incentive agreements & associated payouts, TIF administration, and financial reporting.
2. Provide administrative assistance to the Finance Department and support the execution of the Department's Operating Plan.
3. Provide assistance with Village's initiated bond issue or other debt financing.
  - A. Meetings/calls with rating agency(ies)  
Institutional knowledge of the Village and its financial position should aid in presenting the Village in the best light possible and answer questions that may be posed.
  - B. Review of Preliminary Offering Statement
  - C. Completion of issuance documentation
  - D. Monitoring spend-out of proceeds to meet the "safe-harbor" rules to avoid the necessity of arbitrage calculations.
4. Assist Finance staff in the annual audit, reporting, and related filings.
  - A. State Comptroller
  - B. County Clerks
  - C. Cook County Treasurer Debt Disclosure Ordinance (DDO)
  - D. Participation in the GFOA Certificate of Achievement program



5. Supervise completion of Annual TIF reporting and provide other related TIF analysis and assistance. Aid the Assistant Finance Director(s) in completion and offer guidance in how to do so.
  - A. Filings with State Comptroller
  - B. Distribution of copies to Joint Review Board overlapping taxing bodies
  - C. TIF activity monitoring including TIF EAV analysis, incremental property tax projections, Tax Base analysis.
    - i. For potential new projects
    - ii. For existing TIF incentive agreements
    - iii. For overall TIF status
  - D. Aid in preparation of charts and graphs to be utilized for annual Joint Review Board meetings and for presentation to the Village Board.
  - E. Assist in the scheduling, preparations, and conducting the annual Joint Review Board meetings as necessary.
5. Assist Finance and administrative staff in the process of assembling, preparing, and monitoring the annual budget.
6. Transfer knowledge and work in unison with the Finance team on revenue and incentive tracking.
  - A. Sales Tax  
(This will require updated authorizations under the Reciprocal Information Exchange agreement with the Illinois Department of Revenue. BA LLC will assist in preparing the necessary documents.)
  - B. State Revenue Distributions  
(Income/LGDF, MFT, Cannabis, Video Gaming, etc.)
  - C. Incentive tracking  
It is important to remain on top of the various existing incentive agreements and payments in order to not default on the Village's obligations under these arrangements. With familiarity of the requirements and timetables under agreements approved prior to June 2021, BA LLC would also review any incentive payments paid subsequent to June 2021 to assure that they have been calculated properly.
  - D. Confirm that any newly approved/activated sales tax incentive disclosures have been filed with Illinois Department of Revenue as required by state statute.
  - E. Assist with implementation of the approved Storage Facilities Tax. Shortly after adoption, action had been deferred in 2020 due to COVID and it is unlikely it has moved forward to live status.
  - F. Assist in reviewing/implementing other revenue options (e.g. Food and Beverage Tax).
7. Assess status of Village grants and reporting requirements. Assist Finance staff as necessary.

8. Monitor Village real estate property records as deemed necessary.
  - i. Monitor status of tax exemption applications pending at end of June 2021, and any parcels that may have been subsequently acquired by the Village. The tax exempt status of two Village property acquisitions in 2018 had not been approved as of June 2021 and continued monitoring of status is required.
  - ii. Properties to be acquired through the Cook County No Cash Bid (NCB) program and related tax exemption applications.
    - A. Continue monitoring the status of properties that the Village is attempting to acquire through the NCB program that remained pending and in limbo due to COVID delays at end of June 2021.
    - B. Prepare any related reporting required to the County.
    - C. Review and monitor for additional potential parcels that the Village would benefit by acquisition through the NCB and related programs.
  - iii. Annual Tax Exemption filings with Cook and Will Counties for Village owned properties.
  - iv. Provide training to appropriate finance and administrative staff relative to this annual process/requirement.
9. Property tax levy
  - I. Review the levy ordinance and related tax abatement ordinances prior to adoption.
  - ii. Assist the Deputy Clerk with the preparation of appropriate Certificate of Compliance with regard to the Truth in Taxation Act to be submitted with the approved levy.
  - iii. Assist the Deputy Clerk with County filings of adopted ordinances.
  - iv. Provide additional training to appropriate finance and administrative staff relative to this process for the future.
10. Review and update written procedures and guidance regarding Finance and related activities. Where feasible, provide training to Finance and Administrative staff relative to such activities in an attempt to transfer institutional knowledge and promote greater "self-sufficiency" amongst the Finance and Management teams going forward.
11. Assist Finance staff, including further emphasis on cross-training and written documentation of processes and procedures.
12. Assist with the ERP (Enterprise Resource Program) financial software evaluation, selection and implementation as needed.
13. BA LLC agrees to provide any additional work as directed by the Village Manager and authorized separately by the Board of Trustees, and subject to separate authorization, as deemed necessary by the Parties.

## Other Terms

Brad Bettenhausen will serve as Principal Consultant under this agreement.

The Tinley Park engagement is complex and some tasks are under a tight time line, but both are expected to be well within the capabilities of BA LLC and its representatives to execute and perform the required tasks.

While BA LLC will be heavily relying on Department personnel for support, some additional support may be necessary; Associate Consulting time could also be required to help in the project work elements. BA LLC envisions spending no more than three days a week on site, with possibly some exceptions as may be required from time to time due to the task or activity.

### Billing rates:

Principal Consultant \$150 per hour; billed in quarter hour increments

Associate Consultant \$125 per hour; billed in quarter hour increments (if required)

Out of pocket costs, if any, will be billed in addition to the above amounts.

Transportation to and from the Village is not charged, and will not be included in the billing.

A handwritten signature in black ink, reading "Brad Bettenhausen". The signature is fluid and cursive, with the first name "Brad" and last name "Bettenhausen" clearly legible.

Brad Bettenhausen  
Managing Director  
Bettenhausen & Associates LLC



# Interoffice Memo

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**Date:** February 21, 2023

**To:** Board of Trustees and Village President

**CC:** Daniel Ritter, Community Development Director

**From:** Carolyn Mitera, Business Retention & Marketing Specialist

**Subject:** Ground Rules Jiu Jitsu – Sign Grant

## **BACKGROUND**

Francis de la Vega (Applicant) is the owner of Ground Rules Jiu Jitsu, a martial arts studio located at 17200 Oak Park Avenue (PINs 28303010561005 and 28303010561006). Ground Rules Jiu Jitsu opened their studio on Oak Park Avenue in November 2022. The Applicant plans to install new exterior signage. The proposed exterior signage includes a flat single sided pan sign and a double-sided projecting sign. The proposed exterior signage has been reviewed and approved by James Baxter (Property Owner) and the condominium HOA.



## **Request**

The Applicant is requesting funds under the Sign Grant Program to promote and advertise the business. The intent of the Sign Grant Program is to provide an incentive for business owners to introduce creative and attractive signs that will complement the downtown. The program provides a matching grant of 50% with a maximum reimbursement of \$5,000 per tax paying business. One site can use up to \$70,000 in matching grants between the different types of grants every three years.

The proposed wall sign is a 16 square foot aluminum flat wall sign. The wall sign will feature a white semi-gloss background with navy non-illuminated dimensional acrylic letters. The wall sign will be mounted by galvanized screws and finishing washers. The second proposed sign is a 3' round double-sided projecting sign. The projecting sign will feature a gloss laminated digitally printed graphic. The projecting sign will be mounted with 1 set of 36" black aluminum arms with wall plates and black painted finish galvanized lag bolts with washers. The Applicant has chosen to utilize Quantum Graphics for the sign design and installation. The Applicant submitted one proposal for the grant requested as required. The proposal amount is as follows:

<b>Scope of Work</b>	<b>Quantum Graphics</b>
Sign design and installation for wall sign and projecting sign	\$4,602.00 total estimate <u>-\$602.00 ineligible costs</u> <b>\$4,000.00 eligible costs</b>

## **Staff Recommendation:**

Staff is seeking a motion to recommend to the Village Board approval of a matching Sign Grant not to exceed \$2000.00 for Francis de la Vega (Applicant), owner of Ground Rules Jiu Jitsu.

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# **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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## **RESOLUTION NO.2023-R-015**

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**A RESOLUTION APPROVING AND AWARDING AN OAK PARK  
AVENUE SIGN GRANT TO GROUND RULES JIU JITSU AT  
17200 OAK PARK AVENUE**

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

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**RESOLUTION NO. 2023-R-015**

**A RESOLUTION APPROVING AND AWARDED AN OAK PARK  
AVENUE SIGN GRANT TO GROUND RULES JIU JITSU AT  
17200 OAK PARK AVENUE**

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

**WHEREAS**, the Village of Tinley Park (“Village”) has adopted the Oak Park Playbook (“OPA Playbook”), which is a series of grants designed to encourage development in downtown Tinley Park; and

**WHEREAS**, an application has been filed with the Community Development Department by Francis de la Vega, on behalf of Ground Rules Jiu Jitsu (“Petitioner”), leases certain real estate, located at 17200 Oak Park Avenue (“Subject Property”), PINs #28-30-301-056-1005 and 28-30-301-056-1006, legally described in the attached **Exhibit 1**, and has applied for one (1) Oak Park Avenue Sign Grant (“Sign Grant”); and

**WHEREAS**, the Committee Of The Whole reviewed the application on February 21, 2023 and found that the application met the intent of the OPA Playbook standards and recommended approval of the grant. The Petitioner will utilize the funds received from the Sign Grant to install a new wall sign and a new projecting sign at the Subject Property (“Sign Improvement”); and

**WHEREAS**, said Petitioner is eligible for the Sign Grant in an amount not to exceed \$2000.00 as described in the estimated cost in the attached **Exhibit 2**; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of said Village of Tinley Park and its residents to award Petitioner said Sign Grant in an amount not greater than \$2000.00; and

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

**SECTION 1:** The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

**SECTION 2:** That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village of Tinley Park and its residents that the aforesaid Sign



Grant be awarded to Petitioner to install a new wall sign and projecting sign at the Subject Property and that said Sign Grant shall be in an amount not greater than \$2000.00.

**SECTION 3:** That the Petitioner, prior to receipt of any monies from the Village, shall provide a complete and total accounting of all costs, payments, and invoices to the Village.

**SECTION 4:** Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

**SECTION 5:** That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 21<sup>st</sup> day of February 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 21<sup>st</sup> day of February 2023.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-015, “A RESOLUTION APPROVING AND AWARDED AN OAK PARK AVENUE SIGN GRANT TO GROUND RULES JIU JITSU AT 17200 OAK PARK AVENUE,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 21, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 21<sup>st</sup> day of February 2023.

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VILLAGE CLERK

**EXHIBIT 1**

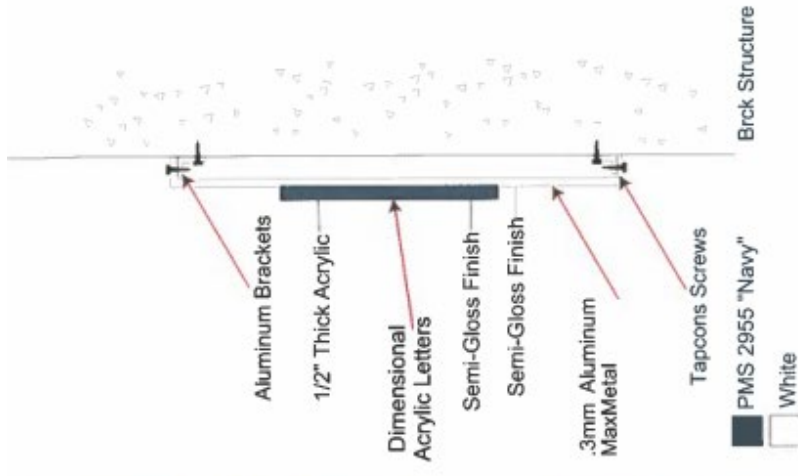
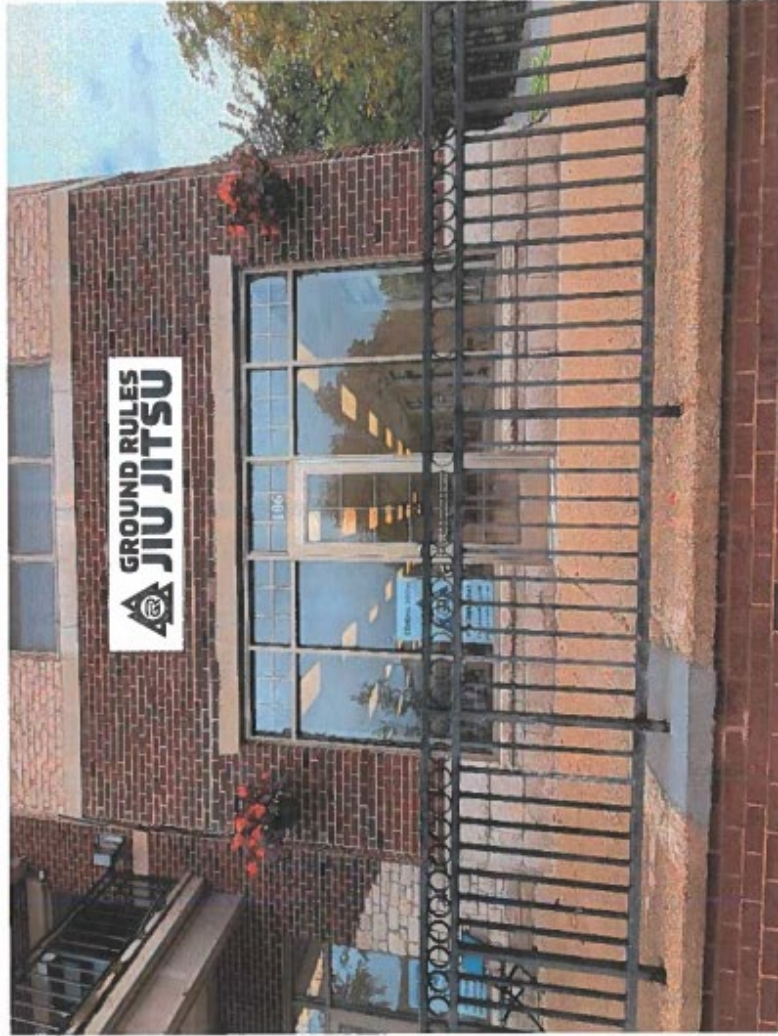
LEGAL DESCRIPTION

UNITS C-105 AND C-106, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS IN SPRING FORT HALL CONDIMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENTS NO. 070471505, IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL IDENTIFICATION NUMBER:** 28-30-301-056-1005 (UNIT C-105)/ 28-30-301-056-1006 (UNIT C-106)

**COMMONLY KNOWN AS:** 17200 Oak Park Avenue, Units C-105 and C-106, Tinley Park, Illinois 60477

## EXHIBIT 2



96 in

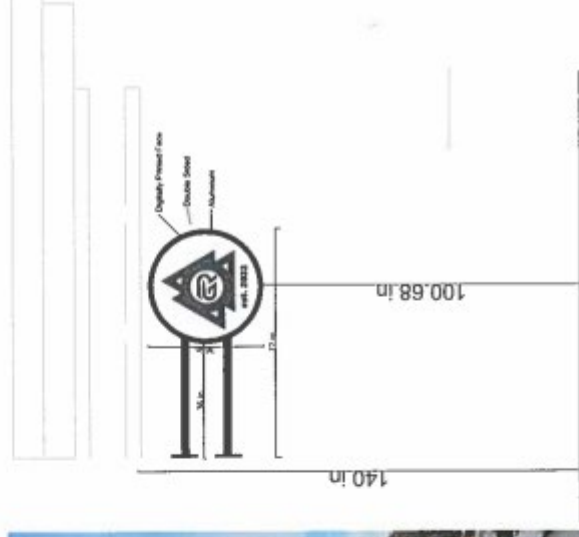
**GROUND RULES  
JIU JITSU**



24 in

## HARDWARE

- (1) Sets of 36" Black Aluminum Arms with Wall Plates.  
Four mounting holes per plate  
Black Painted Finish  
Galvanized Lag Bolts w/  
washers for mounting





20650 S CICERO AVE #1241  
Matteson, IL 60443

## Estimate

Date	Estimate #
11/16/2022	393

Name / Address
Ground Rules Jiu Jitsu Fran De la Vega 17200 Oak Park Ave. unit 105 & 106 Tinley Park, IL 60477

			Project
Description	Qty	Rate	Total
3' x 3' Custom Double Sided Round Aluminum Pan Sign w/ Gloss Laminated Digitally Printed Graphic Note: Per Customer Approved Proof	1	1,450.00	1,450.00T
2' x 8' Custom Single Sided Pan Sign w/ 1/2" Thick Painted Non-Illuminated Dimensional Letters Note: Paint Color Navy: PMS 2955, Finish: Semi Gloss 18" x 17" GR Logo, 6" Ground Rules, 10" JIU JITSU	1	1,350.00	1,350.00T
Installation Note: Through bolting only. No stabilizing chain needed.	1	1,200.00	1,200.00
Sign Permit Procurement.	1	350.00	350.00
Note: Includes Drawings, paperwork and estimated cost from village Sales Tax		9.00%	252.00
Total			\$4,602.00

Signature \_\_\_\_\_

Phone #	E-mail	Web Site
708-269-3219	quantumgraphicsllc@gmail.com	quantumgraphicsllc.weebly.com

## Application Form

### A. Applicant Information

*If Applicant is not the owner of the subject property, the owner must sign this application (below) signifying they are aware of the improvements proposed as part of this grant application.*

**Name:** FRANCIS DE LA VEGA  
**Mailing Address:** 17200 OAK PARK AVENUE, UNITS 105 & 106  
**City, State, Zip:** TINLEY PARK, IL 60477  
**Phone Number:** [REDACTED]  
**Fax Number:** N/A  
**Email Address:** [REDACTED]

### B. Property Information

**Property Owner(s):** JAMES BAXTER  
**Mailing Address:** 120 N. WIXOM RD.  
**City, State Zip:** WIXOM, MI 48393  
**Property Address:** 17200 OAK PARK AVE. #105 & #106  
**Permanent Index No. (PIN):** 28-30-301-056-1005/28-30-301-056-1006  
**Existing land use:** COMMERCIAL

### C. Application Information

*Description of proposed project (use additional sheets or attach a Project Narrative if necessary):*

EXTERIOR SIGNAGE FOR UNITS 105 & 106. Flat wall sign (2'x8') with white semi gloss background and navy dimensional acrylic letters; double-sided, projecting sign (3') with gloss laminated digitally printed graphic. See attached.

**What is the total dollar amount being requested?**

*Please outline what the grant funds will be used for along with a breakdown of those costs. If additional space is required, please provide a separate attachment.*

Use	Amount Requested
2 exterior signs & installation	\$2000.00

Is the applicant aware of any Village Code deficiencies of the property or structure? Yes ☐ No ☒

If yes, explain:

The Applicant certifies that all of the above statements and other information submitted as part of this application



## Sign Grant Program

are true and correct to the best of his or her knowledge.

Signature of Applicant

12/20/2022

Date

By signing below, the owner of the property, (if not the Applicant) is aware of the Applicant's proposed improvements and approves of the Applicant's request for funding under the Village of Tinley Park's Sign Grant Program.

Signature of Owner

12/20/2022

Date

### Application Requirements

*A complete application for approval consists of the following items submitted in a comprehensive package:*

### Checklist for Sign Grant Submission

The Applicant must submit the following items with this application:

- ☐ Completed and signed grant application
- ☐ One quote from a signage company
- ☐ One completed [Permanent Sign Permit Application](#) along with all items included with that application

***An application will not be accepted or processed until all of the items above have been submitted. If applications exceed the Village's funding budget, an application will not be considered complete until all items have been submitted.***



Rocky Holdings, LLC

120 N. Wixom Road

Wixom, MI 48393

October 19, 2022

To whom it may concern:

Quantum Graphics LLC, working as an agent for Ground Rules Jiu Jitsu, is authorized to work on our behalf for the purpose of obtaining a sign permit at 17200 Oak Park Avenue, Unit 105 & 106, Tinley Park IL 60477. Please feel free to contact me with questions, or if additional information is needed.

Sincerely,



James Baxter

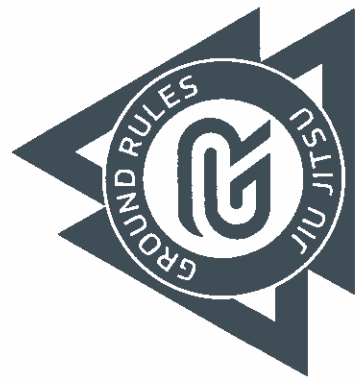
Managing Member



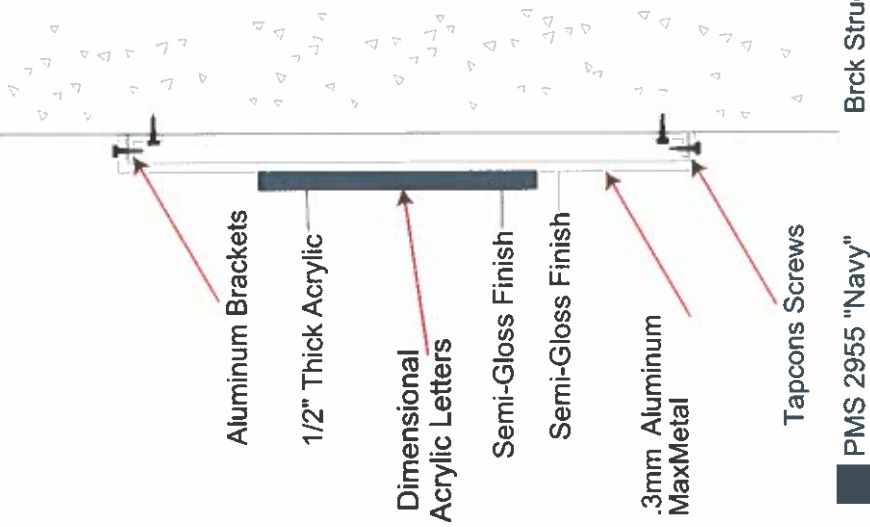


96 in

24 in

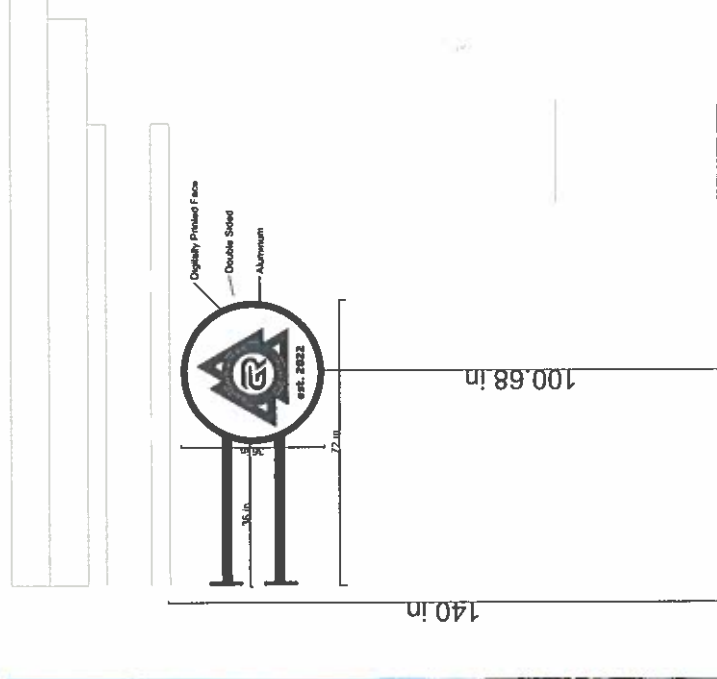
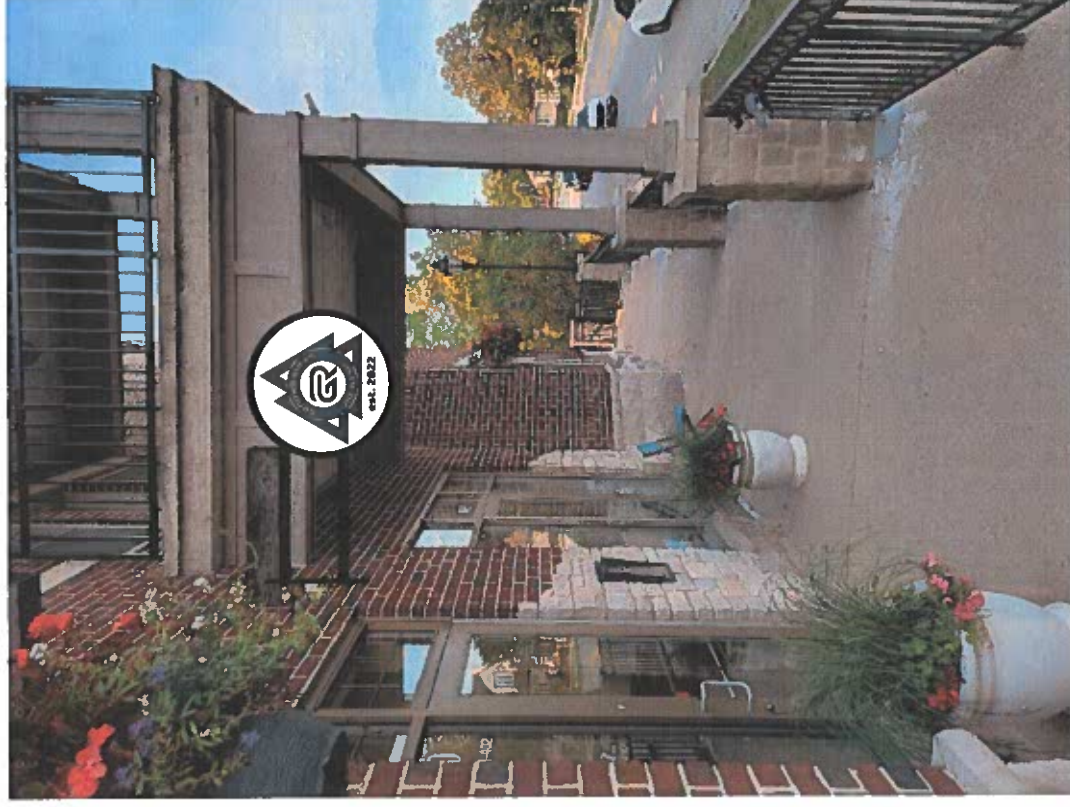
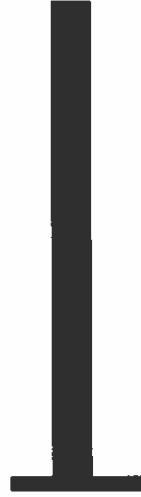


# GROUND RULES JIU JITSU



## HARDWARE

- (1) Sets of 36" Black Aluminum Arms with Wall Plates.
- Four mounting holes per plate
- Black Painted Finish
- Galvanized Lag Bolts w/ washers for mounting





20650 S CICERO AVE #1241  
Matteson, IL 60443

# Estimate

Date	Estimate #
11/16/2022	393

Name / Address
Ground Rules Jiu Jitsu Fran De la Vega 17200 Oak Park Ave. unit 105 & 106 Tinley Park, IL 60477

			Project
Description	Qty	Rate	Total
3' x 3' Custom Double Sided Round Aluminum Pan Sign w/ Gloss Laminated Digitally Printed Graphic Note: Per Customer Approved Proof	1	1,450.00	1,450.00T
2' x 8' Custom Single Sided Pan Sign w/ 1/2" Thick Painted Non-Illuminated Dimensional Letters Note: Paint Color Navy: PMS 2955, Finish: Semi Gloss	1	1,350.00	1,350.00T
18" x 17" GR Logo, 6" Ground Rules, 10" JIU JITSU Installation Note: Through bolting only. No stabilizing chain needed.	1	1,200.00	1,200.00
Sign Permit Procurement. Note: Includes Drawings, paperwork and estimated cost from village	1	350.00	350.00
Sales Tax		9.00%	252.00
<b>Total</b>			\$4,602.00

*ineligible*

Signature \_\_\_\_\_

Phone #	E-mail	Web Site
708-269-3219	quantumgraphicsllc@gmail.com	quantumgraphicsllc.weebly.com





# Interoffice Memo

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**Date:** February 21, 2023

**To:** Village Board Committee of the Whole

**CC:** Daniel Ritter, Community Development Director

**From:** Jarell Blakey, Community Development Management Analyst

**Subject:** Re-joining the South Suburban Land Bank & Development Authority

## **BACKGROUND**

The Village of Tinley Park re-joined The South Suburban Land Bank & Development Authority ("SSLBDA") in May of 2022. We re-established membership with the intention of the landbank facilitating the redevelopment of identified problem properties throughout the village. The SSLBDA is a subsection of the Southland Development Authority which is dedicated to the equitable redevelopment of the southland while also boosting the tax base for municipalities. Overall, the organization is striving to improve the quality of life for Chicago southland residents.

## **DISCUSSION**

Being part of the organization requires that we appoint a Local Government Director to represent the Village of Tinley Park. The local government director serves as a member of the Board of Directors for SSLBDA and provides insight and direction on property acquisition and development. Due to recent staff transition within our organization, we need to replace the past director with Daniel Ritter, AICP, Community Development Director to maintain our membership status.

## **REQUEST**

Staff is requesting the Committee of the Whole to move the item to the Board meeting later this evening on February 21, 2023.



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# **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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## **RESOLUTION**

**NO. 2023-R-014**

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**A RESOLUTION APPOINTING DANIEL RITTER AS THE LOCAL GOVERNMENT DIRECTOR  
TO THE SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY**

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

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

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**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**RESOLUTION NO. 2023-R-014**

**A RESOLUTION APPOINTING DANIEL RITTER AS THE LOCAL GOVERNMENT DIRECTOR  
TO THE SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY**

WHEREAS, the Village Board of the Village of Tinley Park (hereafter the “Village Board”) has reviewed and approves the Intergovernmental Contract and Bylaws to join the South Suburban Land Bank and Development Authority (hereafter the “Land Bank”), a copy of which is attached hereto and incorporated herein (“Intergovernmental Agreement”); and

WHEREAS, Section 5.01 of the Intergovernmental Agreement requires each Member to appoint a local representative to serve as a Local Government Director of the Land Bank; and

WHEREAS, said Local Government Director will represent the Village of Tinley Park in exercising the Land Bank Board’s authority as set forth in the Intergovernmental Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Village Board of the Village of Tinley Park, County of Cook and the State of Illinois, as follows:

**Section 1.** The foregoing recitals are hereby declared to be the findings of the Mayor and Village Board of the Village of Tinley Park.

**Section 2.** The above-referenced Intergovernmental Agreement and By-Laws of the South Suburban Land Bank and Development Authority (hereafter the “Land Bank”) is hereby approved.

**Section 3.** In accordance with the requirements of Section 5.01 of the Intergovernmental Agreement, the Mayor and Village Board do hereby appoint **Daniel Ritter - Community Development Director** to serve as a Local Government Director of the South Suburban Land Bank and Development Authority. The Village recognizes that the appointed Local Government Director must, at all times serving in this capacity, be employed by the Village as either: a) the Mayor or President; b) a member of the City Council or Village Board; c) the City/Village Manager or Administrator; or d) other City/Village staff person.

**Section 4.** This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED THIS 21st day of February, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 21st day of February, 2023.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-R-014, “A RESOLUTION APPOINTING DANIEL RITTER AS THE LOCAL GOVERNMENT DIRECTOR TO THE SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 21, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 21<sup>st</sup> day of February 2023.

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VILLAGE CLERK





# Interoffice Memo

**Date:** February 15, 2023

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

**From:** Colby Zemaitis, PE, CFM – Asst. Public Works Director

**Subject:** Contract Award School Zone Flashing Beacon Sign Assembly Installation Project

Presented for February 21st, 2023 Committee of the Whole/Village Board Meeting consideration and possible action.

Description: The Work consists of the installation of a new solar powered flashing beacon system to modify the Safe Routes to School signage on 80<sup>th</sup> Avenue (County Highway W32) which extends the school zone limits to the north side of 167<sup>th</sup> Street. The Project is in the Safe Routes to School zone located from just south of 169<sup>th</sup> Street to the north side of the 167th Street intersection. Construction includes the installation of traffic signal posts, sign panel and post removal and replacements, concrete foundations, restoration, and all other necessary items to complete the project. Contractor shall supervise, inspect, and direct the Work.

This project was submitted by the Village of Tinley Park to the Cook County Highway Department due to school crossing issues that have occurred over the years. The proposed sign modifications and extension of the Safe Routes to Schools limits better define the crossing methods/locations and will provide safer means of crossing and directing traffic before and after school hours for both the students, parents and crossing guards.

One (1) bid was received and publicly read on February 15, 2023. The bid result is below and the bid tab is attached. The lowest, responsible bidder was RoadSafe Traffic Systems, Inc. in the amount of \$36,732.70. We recommend award to RoadSafe Traffic Systems, Inc. as they are currently IDOT pre-qualified to do this work and also currently conduct work for both IDOT and the Cook County Highway Department.

<u>Contractor</u>	<u>Location</u>	<u>Base Bid Total</u>
RoadSafe Traffic Systems, Inc.	Woodridge, IL	\$36,732.70
<b>Engineer's Estimates</b>		<b>\$45,805.00</b>

Budget / Finance: Funding is budgeted for in the FY23 Capital Improvement Budget.

Budget Available:	\$50,000.00
Lowest Responsible Bidder:	\$36,732.70
Contingency Amount:	<u>\$5,000.00</u>
<b>Difference (Under Budget):</b>	<b>\$8,267.30</b>

Staff Direction Request:

1. Approve low bid and award the project to RoadSafe Traffic Systems, Inc. in the amount of \$36,732.70.
2. Direct Staff as necessary.

Attachment:

1. Bid Tab dated 2/15/23 prepared by CBEL.
2. Recommendation letter from CBEL.





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

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

February 15, 2023

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

Attention: Mr. Colby Zemaitis, PE  
Assistant Public Works Director

Subject: Bid Review  
80<sup>th</sup> Avenue at 167<sup>th</sup> Street Flashing Beacon Sign Assembly Installation  
Village of Tinley Park  
(CBBEL Project No. 160373.00028)

Dear Mr. Zemaitis:

One bid for the subject project was received and opened on February 15, 2023 shortly after 10:00 am in the Village of Tinley Park offices. The bid is summarized below and tabulated in detail on the attached spreadsheet.

COMPANY	TOTAL BASE BID
RoadSafe Traffic Systems	\$31,728.30
<i>Engineer's Opinion of Probable Construction Cost</i>	<i>\$45,805.00</i>

Our comments are as follows:

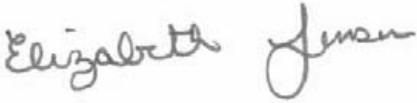
1. The bidder submitted the required 10% Bid Bond and Certification.
2. There was a small math error, the corrected base bid is \$31,728.30, instead of the submitted bid of \$31,732.70. With the \$5,000 contingency amount, the total corrected bid amount is \$36,728.30.
3. The contractor does not have an office in the Village; therefore the local vendor preferential treatment does not apply to the contract.

Recommendation:

4. The sole bidder is RoadSafe Traffic Systems in the total corrected amount of \$36,728.30, which is under the Engineer's Opinion of Probable Construction Cost.

If you have any questions, please do not hesitate to contact me at 847-823-0500.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth Jensen". The ink is dark and the signature is fluid.

Elizabeth Jensen, PE PTOE  
Senior Project Manager, Traffic Operations

**VILLAGE OF TINLEY PARK**  
**SCHOOL ZONE FLASHING BEACON SIGN ASSEMBLY INSTALLATION**  
 (FOR MORE INFORMATION REGARDING THESE ITEMS, SEE PLANS AND SPECIFICATIONS)

ITEM #	ITEM	UNIT	TOTAL	80th Avenue - 167th Street to 170th Place	BASE BID	Engineer's Estimate	CORRECTED TOTAL BID*	Engineer's Total Cost
72000100	SIGN PANEL - TYPE 1	SQ FT	159	159	<b>\$21.10</b>	<i>\$35.00</i>	<b>\$3,354.90</b>	<i>\$5,565.00</i>
72400310	REMOVE SIGN PANEL - TYPE 1	SQ FT	76	76	<b>\$11.70</b>	<i>\$20.00</i>	<b>\$889.20</b>	<i>\$1,520.00</i>
72400710	RELOCATE SIGN PANEL - TYPE 1	SQ FT	33	33	<b>\$16.00</b>	<i>\$30.00</i>	<b>\$528.00</b>	<i>\$990.00</i>
72800100	TELESCOPING STEEL SIGN SUPPORT	FOOT	330	330	<b>\$15.50</b>	<i>\$16.00</i>	<b>\$5,115.00</b>	<i>\$5,280.00</i>
87502520	TRAFFIC SIGNAL POST, GALVANIZED STEEL 18 FT.	EACH	2	2	<b>\$2,282.30</b>	<i>\$2,200.00</i>	<b>\$4,564.60</b>	<i>\$4,400.00</i>
87800100	CONCRETE FOUNDATION, TYPE A	FOOT	8	8	<b>\$477.30</b>	<i>\$350.00</i>	<b>\$3,818.40</b>	<i>\$2,800.00</i>
Z0051398	REMOVE EXISTING SIGN POST	EACH	11	11	<b>\$40.00</b>	<i>\$250.00</i>	<b>\$440.00</b>	<i>\$2,750.00</i>
*	TRAFFIC CONTROL AND PROTECTION, COMPLETE	EACH	1	1	<b>\$500.00</b>	<i>\$2,500.00</i>	<b>\$500.00</b>	<i>\$2,500.00</i>
**	FLASHING BEACON INSTALLATION, SOLAR POWERED	EACH	2	2	<b>\$6,259.10</b>	<i>\$10,000.00</i>	<b>\$12,518.20</b>	<i>\$20,000.00</i>

Total:           **\$31,728.30**           \$45,805.00

Bid Opening: 2/15/2023

# **PUBLIC COMMENT**

**ADJOURNMENT**