

NOTICE OF STANDING COMMITTEES

Scheduled for
Tuesday, September 11, 2018,
beginning at 6:30 p.m. in

Council Chambers
Village Hall of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, Illinois

Public Works Committee
Public Safety Committee
Community Development Committee

A copy of the agendas for these meetings is attached hereto.

Kristin A. Thirion
Clerk
Village of Tinley Park

NOTICE OF A MEETING
OF THE COMMUNITY DEVELOPMENT COMMITTEE

Notice is hereby given that a meeting of the Community Development Committee of the Village of Tinley Park, Cook and Will Counties, Illinois, will begin at 6:30 p.m. on Tuesday, September 11, 2018, in Council Chambers at the Village Hall of Tinley Park, 16250 S. Oak Park Avenue, Tinley Park, Illinois.

1. OPEN THE MEETING.
2. CONSIDER APPROVAL OF THE MINUTES OF THE COMMUNITY DEVELOPMENT COMMITTEE MEETING HELD ON JULY 10, 2018.
3. DISCUSS LICENSE AGREEMENT – BANGING GAVEL.
4. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION
VILLAGE CLERK

MINUTES
Meeting of the Community Development Committee
July 10, 2018 - 6:30 p.m.
Village Hall of Tinley Park – Council Chambers
16250 S. Oak Park Avenue
Tinley Park, IL 60477

Members Present: M. Glotz, Chairman
W. Brady, Village Trustee
B. Younker, Village Trustee

Members Absent: None

Other Board Members Present: None

Staff Present: D. Niemeyer, Village Manager
P. Carr, Assistant Village Manager
K. Workowski, Public Works Director
J. Urbanski, Assistant Public Works Director
P. Wallrich, Interim Community Development Director
D. Ritter, Senior Planner
C. Zemaitis, Village Engineer
P. Connelly, Village Attorney
L. Valley, Executive Assistant to the Manager and Trustees
L. Godette, Deputy Village Clerk
L. Carollo, Commission/Committee Secretary

Acting Chairman Brady stated Chairman Glotz is participating in this meeting electronically by telephone conference call. Chairman Glotz is prevented from physically attending this meeting due to employment purposes. Chairman Glotz acknowledged his participation via telephone conference call.

Item #1 - The Community Development Committee Meeting was called to order at 6:40 p.m.

Item #2 – CONSIDER APPROVAL OF THE MINUTES OF THE COMMUNITY DEVELOPMENT COMMITTEE MEETING HELD ON MAY 8, 2018 – Motion was made by Acting Chairman Brady, seconded by Trustee Younker, to approve the minutes of the Community Development Committee Meeting held on May 8, 2018. Vote by voice call. Acting Chairman Brady declared the motion carried.

Item #3 – DISCUSS SMALL CELL ORDINANCE - S.B. 1451, known as Small Wireless Facilities Deployment Act (the Act) was approved by the Illinois General Assembly and signed by Governor Rauner into law in April 2018. The law establishes state-wide regulations for collocation of small cell antennas located within the public right-of-way and on private commercial and industrial properties. The goal of the Act was to streamline the approval process for wireless providers providing cellular access to the public. This was specifically geared towards the improvement of 5G networks, which typically require greater use of small cell antennas in urbanized areas. The Act preempts local authority to regulate the siting of small cell antennas and requires that any small cell antenna collocated in accordance with the Act shall be considered a permitted use within a public right-of-way or on certain commercial or industrial properties. Additionally, the Act sets specific requirements in regards to height limitation, location, permitting process, review process, permit fees and allowable rent.

Illinois municipalities and government organizations, including the Illinois Municipal League have been concerned about the effects of the Small Wireless Facilities Deployment Act since it was initially introduced. Concerns continue since its adoption regarding the restrictions the Act places on local communities in regards to regulating location, aesthetics, rent limits and having control over property paid for and maintained by the Village. A "trailer bill" has been proposed to reestablish more local control over small cell antenna locations and many municipalities have been looking at other legal options going forward.

The effective date of the Act was on June 1, 2018, with a two (2) month window from that date for municipalities to introduce their regulations and permitting requirements. Without approval of an ordinance by August 1, 2018, there is the chance wireless companies would be able to have "free reign" on new small cell antenna installations in the Village's right-of-way with no enforceable fees or regulations in effect. The Illinois Municipal League drafted a "model ordinance" that regulates small cell antenna collocation to the greatest extent allowed by the Act. Staff drafted an ordinance using the Illinois Municipal League's model ordinance as a template with minor changes. The Village's ordinance will supersede any Zoning Ordinance requirements for collocated small cell antennas in the right-of-way, but the Zoning Code restrictions will remain intact for any wireless facilities not covered by the Act.

The Community Development Committee received a copy of the draft ordinance for review and consideration. Staff requested the Committee recommend the ordinance be adopted by the Village Board at the July 17, 2018 meeting to ensure the Village meets the August 1 deadline, which will ensure the Village retains as much control possible over small cell antenna siting in the public rights-of-way within the Village.

P. Connelly, Village Attorney discussed additional background information regarding the Act and its effect on municipalities. Mr. Connelly concurred the draft ordinance would provide the Village with as much control possible over small cell antenna siting within the Village.

Following adoption of the ordinance, staff is planning to draft design guidelines which can be adopted to help disguise the small cell antenna equipment in the right-of-way and formally amend the Zoning Code once it is clear the law will have no further changes.

Acting Chairman Brady asked the Community Development Committee if there was any further discussion. No one came forward.

Motion was made by Trustee Younker, seconded by Acting Chairman Brady, to recommend Small Cell Antenna/Tower siting regulation ordinance be placed on the next Village Board agenda and waive the first reading. Vote by voice. Acting Chairman Brady declared the motion carried.

Item #4 – DISCUSS GOVTEMP COMMUNITY DEVELOPMENT DIRECTOR - Staff recommended the Village renew the annual Professional Services Agreement with GovTemps, which expires July 31, 2018, to fill the position of Interim Community Development Director, providing for management and staff coverage. Contract renewal will allow the Community Development Department to continue providing excellent service while the Village hires a new permanent director. The current agreement expires July 31, 2018. The Village has previously utilized the services of GovTemps USA, LLC and has been pleased with their services and staffing candidates offered. GovTemps will be compensated \$95.62 hourly. Paula Wallrich, Interim Community Development Director will be compensated \$68.30 hourly by GovTemps, which is a 2.5% increase from last year.

Kimberly Clarke, Planning Manager was recently hired with the intention of her eventually taking on the role of Community Development Director, at which time Ms. Wallrich would revert back to a 32-hour

week role at a different hourly rate than previously as acting director. Therefore, the current contract is written as only a 6-month contract, however, with the ability of an extension for six (6) months, if so desired.

The Community Development Committee received a copy of the Professional Services Agreement with GovTemps for review and consideration.

Trustee Younker asked if the Village Board could discuss the contract renewal with GovTemps in closed Executive session as it is a temporary position. P. Connelly, Village Attorney stated he would review discussing the contract renewal and followup.

Mr. Connelly recommended the Professional Services Agreement with GovTemps be placed on the Village Board agenda, pending an Executive Session with the Village Board due to the August deadline.

Motion was made by Trustee Younker, seconded by Acting Chairman Brady, to recommend the Professional Services Agreement with GovTemps be placed on the Village Board agenda, pending an Executive Session with the Village Board. Vote by voice. Trustee Glotz voted nay. Acting Chairman Brady declared the motion carried.

Item #5 – RECEIVE COMMENTS FROM THE PUBLIC - No comments from the public.

ADJOURNMENT

Motion was made by Acting Chairman Brady, seconded by Trustee Younker, to adjourn this meeting of the Community Development Committee. Vote by voice call. Acting Chairman Brady declared the motion carried and adjourned the meeting at 6:51 p.m.

lc



Patrick G. Connelly
pconnelly@pjmchicago.com

MEMORANDUM

To: Community Development Committee

From: PJM

Date: September 6, 2018

Re: Banging Gavel License Agreement

In 2017, the Village entered into an incentive agreement with the Banging Gavel LLC (“BG”) in order to rehabilitate and repurpose the Vogt historical building into a modern dining and drink establishment. As part of the agreement, the Village and BG swapped certain property in order to better meet each other’s needs on the site. However, during the site design phase of the project BG informed the Village that certain of its site improvements would encroach onto Village property. The Encroachments include an accessibility ramp, a garbage enclosure, and a grade level deck. In order to allow BG to maintain these encroachments onto Village property the attached license agreement must be executed by BG. The agreement fully indemnifies and insures the Village for any incidents caused or occurring on Village property due to the encroachments.

REVOCABLE ENCROACHMENT LICENSE AGREEMENT

THIS AGREEMENT is made this 19th day of September 2018, by and between the Village of Tinley Park (the "Village") and Banging Gavel, LLC. ("Licensee").

For and in consideration of the sum of one dollar (\$1.00) paid by the Licensee to Village, the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. THE LICENSE

Licensee wishes to acquire a license allowing certain existing and future structures to encroach on Village-owned property, as depicted on the Site Plan attached hereto as **Exhibit A** (the "Property"). Subject to all the terms and conditions hereof, Village hereby grants to Licensee a license solely as set forth in Section 2 herein.

SECTION 2. TERMS OF AGREEMENT

The Property may be used by the Licensee for the sole and exclusive purpose of continuing the use of the currently constructed accessible ramp, a garbage enclosure, and a grade level deck on the south side of the building (the "Encroachments") in their current and future locations as depicted on **Exhibit A**.

The License shall be valid from September 19, 2018 through August 31, 2023.

SECTION 3. TERMINATION

Either party may terminate this Agreement by giving written notice to the other party specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date specified therein.

SECTION 4. MAINTENANCE

Licensee shall, at its own expense, keep and maintain in good repair the Encroachments and, within thirty (30) days of termination of this Agreement, shall remove the Encroachments if determined necessary by the Village.

SECTION 5. DAMAGE TO PROPERTY

Licensee shall be responsible for all damage to the Property arising out of or resulting from the Encroachments.

SECTION 6. INDEMNIFICATION

Licensee agrees to indemnify and hold harmless the Village, its officers, employees and insurers, from and against all liability, claims and demands arising out of the existence of the

Encroachments on the Property. Licensee agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at his sole expense or, at the option of the Village, agrees to pay the Village or reimburse the Village for the defense costs incurred by the Village in connection with any such liability, claims or demands. Licensee also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent.

SECTION 7. INSURANCE

Licensee agrees to procure an insurance policy which includes and covers the Property that is the subject of this Agreement, and to name the Village of Buena Vista as an additional insured thereon. Such insurance policy shall at a minimum include liability and property damage insurance, with a combined single limit for bodily injury and property damage of one million dollars (\$1,000,000) per person and two million (\$2,000,000) per occurrence. A Certificate of Insurance showing the Village as an additional insured thereon shall be provided to the Village within thirty (30) days of execution of this Agreement. The failure to provide the Certificate of Insurance shall be grounds for immediate revocation of this License Agreement.

SECTION 8. NOTICES

Any notice given pursuant to this Agreement by either party to the other shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To the Village:	Village Manager 16250 S. Oak Park Avenue Tinley Park, IL 60477
To the Licensee	James Richert 10723 W. 159 th Street Orland Park, IL 60467

SECTION 9. MISCELLANEOUS

A. Agreement Binding. This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto, subject to any other conditions and covenants contained herein.

B. Applicable Law. The laws of the State of Illinois and applicable federal, state and local laws, rules, regulations and guidelines shall govern this Agreement.

C. Amendment. This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.

D. Headings. The headings of the sections of this Agreement are inserted for reference purposes only and are not restrictive as to content.

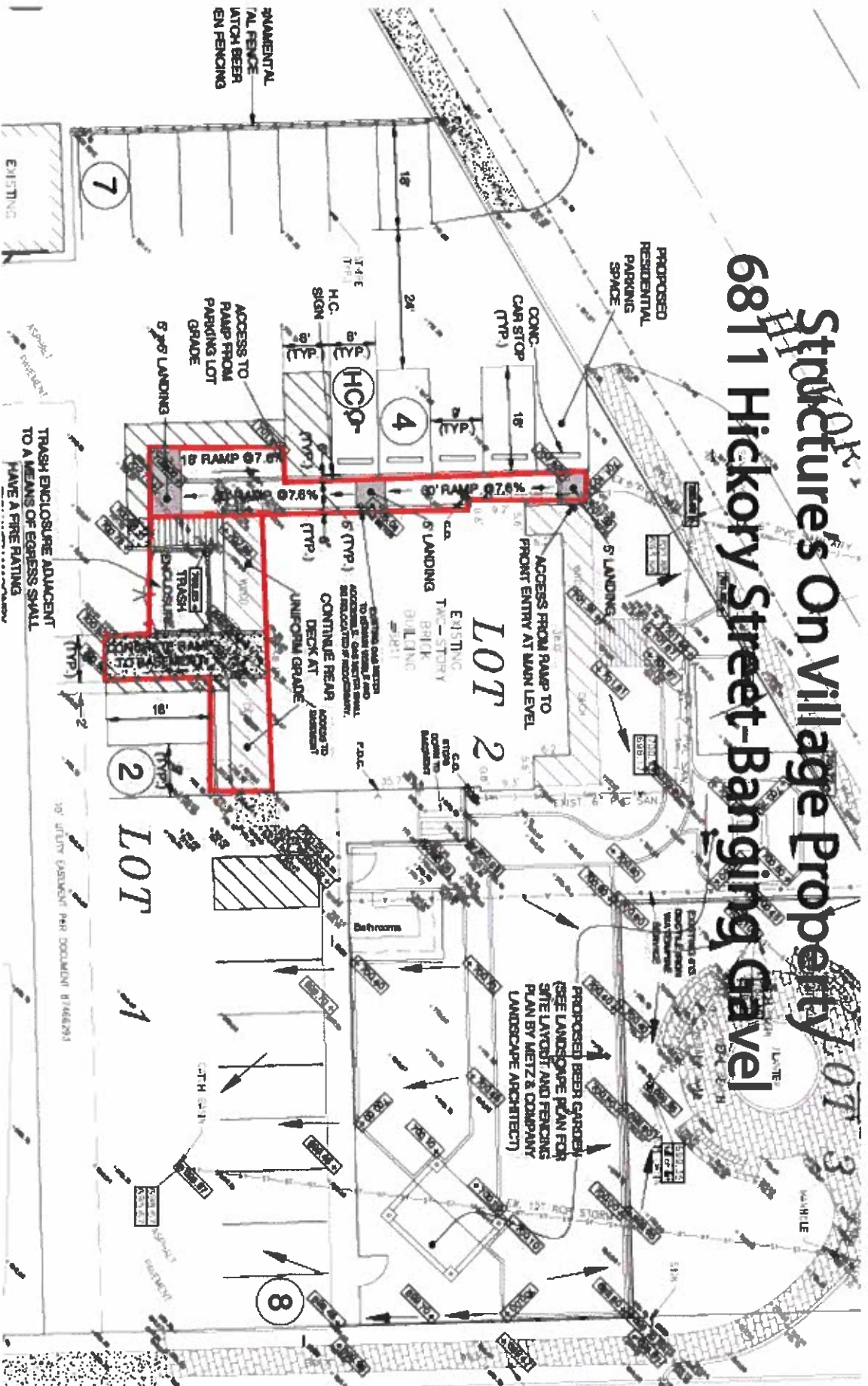
E. Assignment. Licensee may not assign or transfer this Agreement, except upon the express written authorization of the Village.

IN WITNESS WHEREOF, the parties have duly executed this Agreement, effective the day and year first above written.

Banging Gavel, LLC

Village of Tinley Park

Structure's On Village Property 6811 Hickory Street-Banging Gavel



PROPOSED BEER GARDEN
SEE LANDSCAPE PLAN FOR
SITE LAYOUT AND FENCING
PLAN BY METZ & COMPANY
LANDSCAPE ARCHITECT

TRASH ENCLOSURE ADJACENT
TO A WEIRING OF EGRESS SHALL
HAVE A FIRE RATING

SEE UTILITY EASEMENT PER DOCUMENT 87462293

**COMMENTS FROM
THE PUBLIC**

ADJOURNMENT