

NOTICE OF STANDING COMMITTEES

Scheduled for
Tuesday, April 9, 2019,
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
Community Development**

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, April 9, 2019, 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 JANUARY 8, 2019.
3. DISCUSS PROACTIVE PROPERTY MAINTENANCE PROGRAM.
4. DISCUSS PRO CHAMPS AGREEMENT.
5. DISCUSS LAKOTA ADDITIONAL SERVICES – HARMONY SQUARE.
6. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION
VILLAGE CLERK

MINUTES
Community Development Committee
January 8, 2019 – 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
B. Younker, Village Trustee
W. Brady, Village Trustee

Members Absent: None

Other Board Members Present: None

Staff Present: D. Niemeyer, Village Manager
F. Reeder, Fire Chief
D. Riordan, Deputy Fire Chief
M. Zonsius, Assistant Village Treasurer
M. Thomas, Information Technology Manager
K. Clarke, Planning Manager
D. Spale, Village Attorney
L. Godette, Deputy Village Clerk
L. Carollo, Commission/Committee Secretary

Item #1 - The Community Development Committee meeting was called to order at 6:43 p.m.

Item #2 – CONSIDER APPROVAL OF THE MINUTES OF THE COMMUNITY DEVELOPMENT COMMITTEE MEETING HELD ON DECEMBER 11, 2018 – Motion was made by Chairman Glotz, seconded by Trustee Brady, to approve the minutes of the Community Development Committee meeting held on December 11, 2018. Vote by voice call. Chairman Glotz declared the motion carried.

Item #3 – DISCUSS SHORT-TERM RENTAL ORDINANCE – In the Community Development Committee meeting held on December 11, 2018, staff presented research on how municipalities can regulate short-term rentals. There are currently seven (7) properties advertising short-term rentals with the majority having gone unnoticed with the exception of one. Staff discussed options of licensing, taxation and zoning requirements, as well as operational and/or procedural standards to improve public safety and mitigate potential nuisances. Staff was directed to bring forth a licensing ordinance to regulate short-term rentals and to send a “cease and desist” letter to a specific property owner whose property has been the subject of numerous complaints. The second component to regulating this use would be an amendment to the Village Zoning Code.

The Community Development Committee received a draft licensing ordinance, which would amend the Municipal Code’s Title XI Business Regulations with the addition of a new chapter regarding short-term rental unit licensing. The proposed ordinance includes:

- Short-term rentals will need to be clearly defined and distinguished from the current definition for “Bed and Breakfast.”
- Short-term rental property requirement limited to owner occupied units.

- The ordinance does not impose a hotel tax on short-term rentals.
- Requirement of use be accessory to residential use.
- No sleeping room shall serve more than two (2) adults per night. Ongoing discussion with the Fire Department if there needs to be a maximum number of people permitted in a household.
- Standards and procedures for license approval.
- Annual license requirement and fee.
- On-site inspection requirement by staff prior to license issuance.
- A short-term rental cannot be licensed and operated if applicant has outstanding Village debt or violations.
- The ordinance includes revocation language for violations.

The next step to regulating short-term rentals will be a text amendment to the Zoning Ordinance. The Plan Commission will need to review text amendments to include the use of short-term rental in the Zoning Code. The Plan Commission will need to add short-term rental unit to the list of permitted uses in the appropriate zoning district and indicate whether short-term rental units are permitted, a special use, or prohibited.

Staff requested Committee direction related to draft text amendments to the Zoning Code be reviewed at the next available Plan Commission meeting. Staff additionally recommended the license ordinance and text amendment be reviewed at the next available Village Board meeting.

Chairman Glotz asked Ms. Clarke if there has been any communication with the property owner since the “cease and desist” letter was sent from the Village. Ms. Clarke stated there has not been communication with them, but she will follow up. Chairman Glotz asked the Community Development Committee if anyone had any questions. Trustee Brady asked Ms. Clarke if the Village has communicated with the other six (6) short-term rental property owners regarding the proposed ordinance. Ms. Clarke stated she would like communication be the next step with the short-term rental property owners.

Item #4 – RECEIVE COMMENTS FROM THE PUBLIC - No comments from the public.

ADJOURNMENT

Motion was made by Chairman Glotz, seconded by Trustee Brady, to adjourn this meeting of the Community Development Committee. Vote by voice call. Chairman Glotz declared the motion carried and adjourned the meeting at 7 p.m.

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Interoffice Memo

Date: April 9, 2019

To: Trustee Glotz, Chair
Community Development Committee
Dave Niemeyer, Village Manager

From: Paula J. Wallrich, AICP
Community Development Director

Subject: Pro-active Code Enforcement

BACKGROUND

The Village has had a Property Maintenance/Code Enforcement program for over 25 years that has been administered as a 'reactive' complaint-based program. While this may address some of the more pronounced issues facing our community, it falls short of handling some of the more insidious issues that if left unnoticed can grow into more significant problems that have potential of impacting the property values and quality of life in Tinley Park.

Staff is recommending a new approach to managing Code Enforcement and the Property Maintenance Program. This approach will take a pro-active approach with systematic windshield surveys in specified zones within the corporate limits that will ensure that high-trafficked areas, industrial and commercial corridors, along with our residential subdivisions, are routinely inspected for significant departures from the Village's property maintenance code.

DISCUSSION

Code Enforcement staffing began in the late 1990's with one full-time (FT) employee until in 2015 an additional part-time (PT) employee was hired to assist with the complaint-based program. In May of 2017, the PT position was increased to FT to address the increasing seasonal grass and weed issues along with the growing number of complaints. The Village of Tinley Park's Strategic Plan identifies several Tier 1 goals within all sectors of the plan (Short term Complex, Short Term Routine, Long Term Complex and Long Term Routine) that reference the need for improved code enforcement to achieve the various Village goals.

With the addition of new software that will increase efficiencies and the reassignment of job responsibilities amongst current department staff, there will be increased opportunity for existing code compliance officers to expand their scope of duties beyond responding to complaints.



Consistent with Six Sigma basic tenets, I enlisted code enforcement staff to develop a pro-active program that will achieve the following goals:

- Conduct a windshield survey of every property within corporate limits at least once a year;
- Concentrate proactive enforcement along heavily trafficked areas;
- Ensure commercial areas maintain a high level of cleanliness, well maintained parking lots and buildings in good condition;
- Protect residential property value by addressing property neglect before it becomes larger long term issues;
- Maintain aggressive but sensible enforcement protocols;
- Identify opportunities to address foreclosed properties;
- Investigate opportunities to address vacant property issues; and
- Identify property maintenance issues unique to rental housing.

Ken Karczewski, Code Compliance Officer, has developed a "Proactive Code Enforcement Proposal" and is attached here for your review. He has done an excellent job addressing the goals as highlighted above. The last two goals (vacant property registration and rental housing inspections) have additional staffing and costs related to them and will therefore be addressed in the future. Staff will be recommending the use of a company, ProChamps, to address vacant foreclosed properties; this will be addressed as a separate agenda item and memo

REQUEST

Staff is seeking support of this new approach to Code Enforcement as it relates to property maintenance. There is no cost related to this initiative. While the level of enforcement will remain consistent with current standards of tolerance, it is assumed there will be an increased number of violation notices and possibly tickets and fines. The goal is compliance with consistent and fair enforcement of the code; this is not for purposes of revenue generation.

Staff understands there is a need to educate our residents of the Village's expectations regarding property maintenance and offer assistance when necessary. The Community Development Department will work with the Marketing Department to investigate ways to disseminate this information. Currently Jim Calomino, Code Compliance Officer, meets monthly to assist with the Crime Free Housing classes for new rental property owners. Jim presents the "Top 10" complaints for property maintenance and field questions during and after the presentation.





10 Benefits of Proactive Property Registration

1. A proactive approach encourages and emphasizes the long-term benefits of early registration even before properties become vacant, abandoned or during initial stages of foreclosure. Knowing the size and scope of a problem better enables communities and local governments to develop cost-effective and time-sensitive responses to the problem.
2. Proactive property registration of vacant, abandoned and foreclosed properties assists local governments in identifying and monitoring these properties from a security and public safety standpoint, thus reducing the opportunity for fire, theft, vandalism and unauthorized occupation.
3. Early registration helps ensure that minimal standards of property maintenance are met. Maintenance issues left unchecked contribute to rapid deterioration of these properties, making it more difficult and costlier to return them to viable use and occupation.
4. Proactive property registration helps generate property registration fees and in some cases renewal fees related to abandoned, vacated and foreclosed properties. These fees help mitigate the costs to local governments for Code Enforcement, police and fire protection as it they relate to the registration program.
5. Proactive registration has proven to be an effective tool in lowering crime rates in areas dealing with neighborhood blight triggered by growing numbers of properties that fall into these descriptions.
6. Yet another benefit of proactive rather than reactive property registration is its positive contribution to stabilizing the property values of surrounding and nearby properties and neighborhoods. Avoiding the “broken window” syndrome is a key to holding in check small issues which could easily become large issues if not monitored and dealt with in a timely fashion.
7. In addition to stabilizing the property values of adjacent homes, buildings and neighborhoods, proactive registration helps entire communities stabilize and maintain their overall property value tax bases. Scores of abandoned, vacated and foreclosed properties lose value each and every day they remain in that status, decreasing county and municipal property tax revenue collections and increasing the likelihood of future property tax increases to make up the difference in county and city budgets.
8. Early identification and proactive registration is critical to helping entire neighborhoods fight creeping neighborhood blight, slows potential decay of surrounding properties, and often spurs owners of adjacent properties to properly maintain their own residences and extend neighborhood life cycles while encouraging property renovation and rejuvenation.
9. Proactive property registration helps communities turn potential liabilities into realistic assets. Early registration, maintenance and code compliance speeds up the time frame for abandoned, vacated and foreclosed properties to become modified and reused in creative and innovative ways.
10. Lastly, proactive property registration can be a helpful tool for local neighborhood improvement and community development groups to attract investment, rehabilitate and turn vacant, abandoned and foreclosed properties into productive, tax producing structures

Community Development

Proactive Code Enforcement Proposal

Tinley Park, Illinois

Ken Karczewski
Code Compliance Officer CCEO
February 2019



Code Compliance Proactive Plan

Why Code Compliance is Important

One of the most important obligations that a municipality has to its residents is to protect their health, safety and welfare. Code Compliance plays a major role in keeping the community from becoming run-down and unattractive to those who live in or visit it, and in preserving the integrity of its existing housing stock.

The purpose of the codes and the persons who enforce them is to maintain and increase the property values of the Village of Tinley Park by reminding property owners of their responsibility to maintain their property to the minimum standard set by Village ordinance.

When there exists a situation which may seem acceptable to a property owner, but is deemed under the property maintenance code to be detrimental to the health, safety and welfare of the neighbors, or contributes to the deterioration of the neighborhood, code compliance officers may be required to take action to get the situation abated. This pertains to residential properties such as single family homes, apartment, condo, or townhome buildings, as well as commercial and industrial properties.

Reactive Code Enforcement

The Village of Tinley Park currently has a reactive code enforcement program. In 2018 alone, 735 complaints were received. The majority of the complaints concerned the following: (in no particular order)

- Tall grass and weeds
- Landscaping and tree issues
- Outside storage
- Home businesses
- Junk, garbage, and debris about the property.
- Drainage issues
- Inoperable vehicles
- Vacant properties
- Unsanitary pools
- Conditions of structures, such as fences, sheds, houses, etc.

These problems are not indigenous to Tinley Park alone, but are concerns of most Government Officials nationwide and even internationally.

Reactive responses occur when a complaint is received, or when the violation becomes an extreme eyesore. As a result these violations can be perceived as being tolerated or acceptable, they tend to get worse, and corrective measures are greater, more time consuming, and costly.

Proactive Code Enforcement

Proactive Code Enforcement is not reliant on a complaint to take action. It addresses violations before they become extreme and are addressed in an early stage before they become long term problems. A hierarchy of major versus minor complaints is easily established, corrective measures are usually simpler, less costly and less time consuming, and consequently, citizens have a higher expectation that violations will be addressed.

Many municipalities have been reviewed in reference to their “Proactive Code Enforcement” programs. In summary all have the following in common:

1. Performing “windshield inspections”. (Observations from the car)
2. Division of work (Establishing zones)
3. Utilizing efficient software to document violations.
4. Proper notification of the violations.
5. Sufficient amount of time to resolve the violation.
6. A reasonable punitive system when violations are ignored.

Many also have a vacant property registration program in place to expeditiously identify responsible parties of problem vacant properties. This is being explored in depth to complement our proactive code compliance program.

By dividing up the municipality in to zones or jurisdictions, and designating responsibilities between personnel and types of complaints, a proactive approach can be created. This can be accomplished by officers patrolling or making “rounds” on a scheduled basis to make sure the areas are up to the minimal standards outlined in the Property Maintenance, Zoning Codes, and Village Ordinances. The Police, Fire, and Public Works Department utilize this “patrol” method well.

There are many different opinions concerning the proper way to initiate dividing up the work-load and establishing a proactive approach. This is an attempt to provide a “blueprint” of how this can be accomplished.

Starting With Basics / “The Main Drags”

Tinley Park is heavily traveled. Even though some motorists, bicyclists, and pedestrians don’t reside in the Village, they, along with residents, are still compelled to report “annoyances” they observe while on their commute, ride, or walk. To help alleviate these reports, aggressive patrols could take place on early Monday mornings along the main roads for the purpose of identifying obvious violations that should be addressed. These would include rouge signs in the parkways, excessive garbage, overgrown grass and weeds, road obstructions, low hanging tree branches, line of sight issues near corners, etc.

One officer would drive the North/South Streets along Ridgeland, Oak Park, Harlem, 80th, 84th, 88th, 94th Avenues, and Lagrange Rd. The other would drive the East/West streets, 159th, 167th, 171st, 175th, 179th, 183rd, and 191st Streets. Any violations noted in the roadway, parkways, outside of homes or businesses would of course be documented, and the responsible parties would be notified promptly. These “patrols” could be completed again during the week. Although every attempt is made to observe blatant violations, emergent matters occur on a continuous basis and can detour officers from continuing these “patrols”. These early Monday morning patrols would have to be scheduled and prioritized to be completed before 11:00 a.m.

Shopping Centers

The “Menard’s Shopping Center, Tinley Park Plaza, Park Center Plaza, Tinley Commons, Brookside Market Place, Bayberry Plaza, Tinley Court, Bementowne Mini Mall, Parkview Plaza, Tinley Downs, The Tinley Center, and all other retail and restaurants located in those areas, provide services and tax dollars to the community from persons who patronize these businesses. It is from these patrons we receive the

most complaints regarding deteriorating parking lots, sidewalks, landscaping in the parking islands, garbage and debris, and the exterior conditions of the buildings themselves.

Starting in late winter / early spring, inspections of these locations can commence in an effort to identify any problems early. A generous 90 - 120 day abatement period can be scheduled for more costly maintenance projects and diligently monitored for compliance. Examples would include deteriorated parking lots, pot holes, sidewalks, deteriorating curbs, etc..

Last year, all the hotels south of 183rd & Harem Ave, and businesses along Oak Park Ave were issued notices regarding the condition and maintenance of their parking lots. Each lot was inspected for pot holes, deteriorated pavement, striping, etc. Some were issued citations because repairs were not completed in a timely manner. However extensions were granted through the Administrative Hearing process. The problem wasn't complacent owners, delays occurred because of corporate "red tape". Eventually the work was completed raising the aesthetic appeal to the area. However some Corporations took as long as five months to complete the work. A proactive enforcement program will allow staff to develop relationships with the commercial centers and management companies that will hopefully circumvent much of this 'red tape' resulting in more expedient responses.

Apartment, Condominium, and Townhome Buildings

There are over 2000 individual apartment, townhome, and condominium buildings combined within the Village of Tinley Park. Based on information from our Rental Housing Coordinator, we have 122 registered rental buildings, and 850 single family homes which are currently being rented.

Code enforcement has been called on many occasions to address the aesthetic appearances of these buildings. Concerns have involved window, soffits, fascia, driveways, sidewalks, dumpster enclosures, garbage and debris, etc. For rental multi-family structures, our inspections are limited to the outside of the building and the common areas inside the buildings such as the hallways

A separate inspection period can be scheduled to complete a cursory inspection of these buildings over a designated period. Time permitting and based on any additional personnel, interior walk-throughs of these buildings could be completed.

Staff is continuing to investigate the possibility of a rental housing program that will complement the proactive code enforcement and crime free housing programs.

Industrial Zones

Duvan Drive, and areas between 183rd and 185th Streets from Harlem to 94th Avenue are the locations of most of the heavier industry and manufacturing in Tinley Park. The majority of the complaints received do not differ from other areas in the Village. Complaints concern the condition of the buildings, garbage and debris, grass landscaping, and dumpster enclosures. Additional complaints are received concerning outside storage, noise, odors and determining what is acceptable and what is not acceptable.

A separate inspection period can be scheduled to complete a cursory inspection of these buildings over a designated period.

Sub divisions / Grass and Weeds.

The U.S. Census states there are 22,538 residences in Tinley Park; 81.7% (18,413) homes are owner occupied, 14.8% (3,335) are renter occupied. The majority, but not all of the owners satisfactorily maintain their properties. The owners who do not, accounted for 32% of the 780 total complaints for 2018. These complaints concerned rental, owner occupied, and vacant properties. If not attended to quickly, they become a nuisance and eyesore to the neighbors and surrounding community.

Ideally one staff member should be designated to handle these complaints during the spring through the early fall seasons. Ideally, summer help or additional part-time personnel could be used to monitor and complete these inspections. Door tag notices would be applied to the residences and re-inspected seven days later for compliance.

Community Involvement

Code enforcement is unfortunately a necessity in any municipality, and properties in need of repair or maintenance impact the whole community. In an effort to inform the residents about the importance of property maintenance issues, I propose the Marketing Department assist in getting the word out in the following manner:

1. Provide information on the Village's web site informing viewers of the new proactive program and educate them on the common property maintenance violations.
2. Provide notifications or a "Code of the Week" on the web site throughout the year, notifying residents about actual codes used to cite violations.
3. Include property maintenance information in the quarterly water bills.
4. Partner with businesses such as Ace Hardware, Menard's, and ConServ to provide possible discounts for maintenance items.
5. Partner with landscape contractors if residents are unable to maintain their own properties.
6. Utilize "Oak Park Playbook Grant Program" to assist with code compliance issues.
7. Promote the ** Illinois Department of Transportation - Adopt A Road Program*. This provides a great sense of community involvement and pride, with no liability to the Village. (see below)

IDOT Adopt A Road Program

Tinley Park has miles of roads which are designated as State or County roads maintained by the State and Cook/Will Counties. We receive many complaints about large amounts of garbage and debris along these roadways, especially from 177th to 183rd & Harlem Ave. The Village will not maintain or pick up garbage along these roadways, and the State and County do not have the resources to handle the problem in a timely manner.

The *Illinois Department of Transportation* has a program to assist in getting the community involved. The following is information from their web site:

"The Illinois Adopt-A-Highway program brings citizen volunteers into partnerships with IDOT to pick up trash and keep our roadsides clean. The program also educates and encourages people to stop littering. Through the cleanup efforts of more than 10,000 Adopt-A-Highway volunteers throughout Illinois, visitors

and tourists have a better first impression of our state and roadways are safer because of less roadside debris.

Illinois needs your help to keep its roadsides clean. Please consider adding your group of friends, neighbors, coworkers, or club members to our list of volunteers who make a positive impact on the area where they live.

Just about anyone can take part:

- Civic groups
- Churches
- Clubs
- Coworkers
- Organizations
- Neighbors
- Sororities and fraternities
- Friends and families

To participate, each volunteer group applies for a two-mile section of highway, which they select from an interactive map within the application. Once approved, volunteer groups agree to remove litter from the assigned section of highway at least four times each year for a two-year period and agree to complete an Adopt-A-Highway Clean-Up Report after each clean-up day. In return, IDOT will install roadside signs identifying the volunteer group as an Illinois Adopt-A-Highway participant. IDOT provides safety vests and trash bags to Adopt-A-Highway volunteers and removes the bags from the roadside.

There may be times when a road may appear available for adoption but, for a variety of reasons, is not available. Reasons may include that the roadside is considered unsafe for volunteers or the state route is in an area where the municipality has its own Adopt-A-Highway program. If you choose an unavailable location, an IDOT representative will contact you to discuss alternative options.”

“Each volunteer group is responsible for a two-mile section of highway. (Section length may vary because of physical boundaries.) Interstate highways and fully access-controlled freeways are NOT included in this program. The district coordinator shall approve sections of highway available for adoption. Areas may be declared ineligible for adoption for safety or other reasons.

Volunteer groups agree to remove litter from the assigned section of highway at least four times each year for a two-year period. In return for this partnership, IDOT will provide roadside signs identifying your groups as an Illinois Adopt-A-Highway program participant. (IDOT reserves the right to approve all messages on the signs and all group applications.) IDOT provides safety vests and trash bags to roadside clean-up volunteers and removes the filled bags from the roadside.”

Vacant Property Registration Program

A property registration program is not a luxury, but by national standards, a necessity. Through this program, properties are registered, a fee is paid, and renewed within a designated time period. Information provided allows better notification when a violation occurs, and the violation is generally abated in a timelier manner.

In December 2018 there were over 600 current or pending residential foreclosures in Tinley Park. These include single-family homes, condominiums, and townhomes. Even though a large majority are still occupied, in some circumstances the soon to be displaced owners may discontinue maintaining their

home. Worse yet, when the previous owners vacate their home, it can be difficult to locate the appropriate party responsible for property maintenance issues. The property registration program will assist with tracking down the responsible party.

Proactive Plan implementation

The goals of the Code Compliance Inspectors will be to complete a cursory visual inspection of all properties within the Village every year, identify any obvious property maintenance violations, and to have the violations abated. Utilizing zones, minimal checklists, and making use of new software and technology will make this possible.

According to recent Census statistics there are over 20,000 housing units in the Village which include single-family homes, townhomes, apartments and condo buildings. In addition there are industrial, and retail single and multi-tenant buildings. A quick calculation with assumptions on number of inspection days, indicates a volume of inspections that might make it difficult to achieve a total review of the community in one year. In addition, it is important to realize that if violations are identified, re-inspections will have to be completed in addition to the initial inspection. The time it will take to conduct the windshield surveys will vary depending on the conditions of the buildings and the building density of the area. Staff will prioritize areas based on prior violation experience and develop a hierarchy for inspections. As a pilot program it will be important to maintain accurate records and statistics to understand how best to program inspections in future years. The new software will be of great assistance with gathering this kind of data. It is our intention to begin proactive inspections on May 1, 2019. Progress reports will be provided to the Village Board as part of the monthly reporting process.

Zones

Examining the geographical boundaries of Tinley Park, an established “unofficial” center of the Village would be in the area of 179th St and 80th Ave. The Village would be divided from East to West at that location establishing a North and South zone. North zone would be everything north of 179th Street. South Zone would be everything south of 179th Street. Using the Area layer within GIS reveals the North zone is 8.73 square miles (and 5587 acres). The South zone measures 7.81 square miles (4997 acres).

By dividing up the municipality into zones or jurisdictions, and designating responsibilities between personnel and types of complaints, a proactive approach can be created. This can be accomplished by officers patrolling or making “rounds” on a scheduled basis to make sure the areas are up to the minimal standards outlined in the Property Maintenance, Zoning Codes, and Village Ordinances. The Police, Fire, and Public Works Department utilize this “patrol” method well.

Utilizing our two Code Compliance Officers, each one would be responsible for their assigned zone. Both areas contain single-family homes, townhomes, condominiums, apartment buildings, retail and industrial buildings. Dividing the Village in this manner would be simplistic for anyone within the Community Development Department to instantly know what Officer would be responsible for any incoming or active complaints based on the address given.

Over a designated time period (quarterly, bi-annually, etc.) the volume of violations observed or reported would be analyzed to confirm if large differentiations in violations are present. If necessary, zone boundaries may be adjusted.

Property Maintenance Checklist

Proactively identifying properties with several to numerous code violations should not be a subjective task. When identifying violations, most but not necessarily all would be obvious to experienced Code Compliance Officers. However, some violations can be unintentionally overlooked. Staff will establish a cursory checklist for the purpose of identifying and documenting violations in an expedient manner. There are numerous examples available and some have already been created.

Violations

Tall grass, weeds, and landscaping issues.	Peeling paint
Dead trees	Rusted siding
Inoperable/unregistered vehicles	Rotting boards
Outside storage	Drainage issues concerning sump and gutters.
Excessive garbage or rubbish	Obvious structural damage

An interior property maintenance checklist will also be created. Whether owned or rented, this will be used when Officers are notified about interior issues and meet with complainants within the residence or building in which they reside.

Goals

As mentioned above, there are several types of properties (single family homes, apartment building, retail, and industrial) in each zone which can be targeted on a scheduled basis.

An example would be to complete a “soft inspection” of major shopping centers and strip malls for general property maintenance violations; landscaping, dead trees, garbage and debris, parking lot maintenance, etc. and have notices sent out to the owners and management companies. The goal would be to complete inspections of all major shopping centers within a 30 day period, send out notices, and have all violations abated within 90 days. If violations are minor, the time allowed for abatement would be reduced. Compliance would be monitored and any legitimate problems or complications regarding reasons the violations cannot be abated in timely manner would be documented. Industrial and commercial areas would be inspected in a similar manner.

Conclusion

A proactive program has its pro’s as well as its cons. With the adoption of the new software, officers and inspectors will be able to address the violation quicker by notifying the owners from the car by email, or by printing out a notice and applying it to the door on properties immediately.

In 2018, the Village received over 700 complaints without code enforcement officers being aggressively proactive. One documented proactive violation per day would equal approximately 200 additional violations per year, per officer/inspector. The goal will be to reduce complaints by being proactive and thereby reducing issues overall. Staff will continue to collect statistics and analyze the performance of the program during this next fiscal year.

The success of any municipal program is dependent on the support received by the administration and Village Board members. It will be important to have a consistent standard of enforcement endorsed by the Village Board. Staff encourages open dialogue regarding the level of tolerance for property maintenance enforcement.

*“...this ordinance is intended to benefit the public as a whole
and not any specific person or class of persons. Although, through the implementation,
administration and enforcement of this code, benefits and detriments will be enjoyed or suffered by
specific individuals, such is merely the byproduct of the overall benefit to the whole community”.*

(Taken from the 2012 International Zoning Code)

It will need to be understood by all that by utilizing a proactive approach, more violations will be recorded, more notices will be sent, and more complaints from people receiving the notices will be received by Staff.



Interoffice Memo

Date: April 9, 2019

To: Trustee Glotz, Chair
Community Development Committee
Dave Niemeyer, Village Manager

From: Paula J. Wallrich, AICP
Community Development Director

Subject: ProChamps Property Registration Program

BACKGROUND

As part of the Village's proactive code enforcement initiative staff has met with a representative from ProChamps to investigate the opportunity of using the company's resources as another tool in property maintenance compliance. As outline in the proactive code enforcement initiative, staff is seeking increased efficiencies so that our compliance officers can increase their time "on the street" and spend less time in the administrative aspects of the property maintenance program.

Currently, staff has limited resources available to track property ownership, especially since foreclosed properties can transfer ownership several times within a short amount of time. ProChamps offers current ownership information and can assist staff in getting better and more timely responses for maintenance issues.

ProChamps partners with over 400 municipalities nationwide. The offer a myriad of services that assist with property maintenance including foreclosure registration, vacant property registration and rental registration and licensing. At this time staff is recommending the Village enter into a contract with ProChamps for the foreclosure registration. Staff will continue to investigate the other tools for their effectiveness for our community.

DISCUSSION

The Village of Tinley Park has 320 active foreclosures. Notification of these foreclosures by the banks is sporadic at best. The ProChamp program offers an electronic Foreclosure Registration process whereby foreclosed properties are required to register on a semi-annual basis. The fee the Village will charge is negotiable, however ProChamps will retains \$100.00 for each registration. The standard for this program is a \$300.00 semi-annual fee, although a quick survey of Illinois



partners indicates registrations as high as \$400.00 and as low as \$100 (resulting in no revenue to municipality). Receipts also vary with most communities reporting an 80-85% collection rate. ProChamps handles all administrative responsibilities including the collection and remittance of the registration of fees. For this fee ProChamps will monitor publicly recorded foreclosure filings for property within our corporate boundaries. These fees are collected from all foreclosures—commercial and residential properties alike. The Village does have the discretion to require registration from only specific land uses.

If the Village elects to partner with ProChamps and adopt the recommended \$300 semi-annual fee, there is a potential to create a revenue stream ranging between \$102,000 – \$128,000 annually.

The Committee may wish to discuss the following and provide direction to staff in negotiating the final terms of the agreement:

1. Does the Village wish to collect registration fees from all landuses? Would the Village wish to collect commercial registration fees with the option of possibly rebating a portion of the fee as an economic incentive?
2. Does the Village want to charge a late fee (10% fee with ProChamps retaining 20% of the late fee).
3. The proposed term of the agreement is two years; does the Village wish to negotiate a shorter term?

REQUEST

Staff is seeking direction regarding entering a partnership with ProChamps to create a foreclosure property registration program with terms as discussed at the meeting. Staff is prepared to bring the agreement and ordinance to the April 16th Village Board meeting.





10 Benefits of Proactive Property Registration

1. A proactive approach encourages and emphasizes the long-term benefits of early registration even before properties become vacant, abandoned or during initial stages of foreclosure. Knowing the size and scope of a problem better enables communities and local governments to develop cost-effective and time-sensitive responses to the problem.
2. Proactive property registration of vacant, abandoned and foreclosed properties assists local governments in identifying and monitoring these properties from a security and public safety standpoint, thus reducing the opportunity for fire, theft, vandalism and unauthorized occupation.
3. Early registration helps ensure that minimal standards of property maintenance are met. Maintenance issues left unchecked contribute to rapid deterioration of these properties, making it more difficult and costlier to return them to viable use and occupation.
4. Proactive property registration helps generate property registration fees and in some cases renewal fees related to abandoned, vacated and foreclosed properties. These fees help mitigate the costs to local governments for Code Enforcement, police and fire protection as it they relate to the registration program.
5. Proactive registration has proven to be an effective tool in lowering crime rates in areas dealing with neighborhood blight triggered by growing numbers of properties that fall into these descriptions.
6. Yet another benefit of proactive rather than reactive property registration is its positive contribution to stabilizing the property values of surrounding and nearby properties and neighborhoods. Avoiding the “broken window” syndrome is a key to holding in check small issues which could easily become large issues if not monitored and dealt with in a timely fashion.
7. In addition to stabilizing the property values of adjacent homes, buildings and neighborhoods, proactive registration helps entire communities stabilize and maintain their overall property value tax bases. Scores of abandoned, vacated and foreclosed properties lose value each and every day they remain in that status, decreasing county and municipal property tax revenue collections and increasing the likelihood of future property tax increases to make up the difference in county and city budgets.
8. Early identification and proactive registration is critical to helping entire neighborhoods fight creeping neighborhood blight, slows potential decay of surrounding properties, and often spurs owners of adjacent properties to properly maintain their own residences and extend neighborhood life cycles while encouraging property renovation and rejuvenation.
9. Proactive property registration helps communities turn potential liabilities into realistic assets. Early registration, maintenance and code compliance speeds up the time frame for abandoned, vacated and foreclosed properties to become modified and reused in creative and innovative ways.
10. Lastly, proactive property registration can be a helpful tool for local neighborhood improvement and community development groups to attract investment, rehabilitate and turn vacant, abandoned and foreclosed properties into productive, tax producing structures



Illinois Municipal Partner References

Village of Dolton Director of Administrative Services Ms. Janice Johnson 708-201-3300 Jjohnson@vodolton.org

Village of Calumet Park Deputy Clerk Ms. Terri Raney 708-926-7405 Traney@calumetparkvillage.org

Village of Lynwood Clerk Karen Wingfield-Bond 708-75830-6101 Kwinbond@lynwoodil.us

City of West Chicago Comm. Dev. Dir. Mr. Tom Dabareiner 630-293-2200 Tdabareiner@westchicago.org

Village of South Holland Code Enforcement Officer Mr. Brian Smith 708-210-2915 Bsmith@southholland.org

Village of Justice Clerk Sue Small 708-458-2655 Ssmall@villageofjustice.org

Village of Robbins Mayor Tyrone Ward 708-828-1082 Tward@robbins-il.com

Village of Round Lake Beach Dir. of Neighborhood Services Lisa Pugliese 847-201-7229 Lpugliese@rlbeach.org

Village of Prospect Heights Dir. of Building and Dev. 398-6070 Dpeterson@prospect-heights.org

Village of Evergreen Park Deputy Clerk Kim Cericola 708-229-8223 kcericola@evpkadm.org

Village of Homewood Mayor Rich Hofeld 708-206-3377 Rhofeld@homesweethomewood.com

Village of Hanover Park Code Enforcement Supervisor Dan Hoffman 630-823-5565 Dhoffman@hpil.org

Village of Heyworth Director of Public Works David Shafer 309-473-2811 Engineer@heyworth-il.gov

Village of Steger Mayor Peterson 708-754-3395 Kpeterson@villageofsteger.org

Village of Chicago Ridge Clerk Harrison 708-425-7700 Bharrison@chicagoRidge.org

Village of Round Lake Director Parkhurst 847-546-5400 Ext.3017 Kparkhurst@eroundlake.com

Village of Countryside Assistant Administrator Peterson 708-485-2595 speterson@Countryside-IL.org

City of East Peoria Dir. of Comm. Dev. Ty Livingston 309-427-7623 Tylivingston@cityofeastpeoria.com

Village of Sauk Village Dir. of Comm. Dev. Joe Wiszowaty 708-758-1634 jwyszowaty@saukvillage.org

Scheduled to partner in the next 45 days Waukegan, DeKalb, Rockford, Westchester, Elmwood Park and River Grove, Orland Hills, Bolingbrook, Homer Glen, West Peoria, Beach Park, Crest Hill and Schiller Park.

Fight Blight



proCHAMPS offers sound public policy to deal with neighborhood decay.



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How does **proCHAMPS** help communities?



Requires banks to register, with points of contact and real people.



Creates a direct line of communication with property managers.



Team of dedicated professionals, assigned to your community, helping you to follow up with banks and getting you an answer.



No Out of Pocket Costs to the Community. Program is funded through registration fees.

proCHAMPS: 4 Easy Steps to Combat Foreclosure Blight

1

Community passes a model ordinance.

2

proCHAMPS staff researches/tracks properties, contacts banks, and gets them to register.

3

Community receives their share of the registration fees and information on responsible parties through a user-friendly and multi-functional database.

4

Code Officials can utilize our cutting edge, web-based interactive data platform to communicate directly with banks and our team will follow-up on your behalf.



In Jacksonville, the **proCHAMPS** solution has registered over **50,000** bank foreclosures.



Our company works diligently on behalf of over 100 communities every single day to register these properties and remedy the problems that arise from them. We are proud of our record of accomplishment and look forward to any opportunity to show you what we can do for your community."

David Mulberry, President and CEO
Community Champions



proCHAMPS

A Proven Record of Success

More than 125 communities utilizing
proCHAMPS throughout the nation.

Over 1 million property registrations to-date.

proCHAMPS has doubled in size in the
last 2 years, making us the nationwide
industry standard.

Lasting Relationships – many of our
community partners have been utilizing our
program for 7 years or more.

proCHAMPS is a revenue neutral program.



proCHAMPS

Call us today for a free community assessment and demonstration of what **proCHAMPS** can do for you!

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proCHAMPS is a Community Champions program
Community Champions • 2725 Center Place, Melbourne, FL 32940



Interoffice Memo

Date: April 9, 2019

To: Trustee Glotz, Chair
Community Development Committee
Dave Niemeyer, Village Manager

From: Paula J. Wallrich, AICP
Community Development Director

Subject: Lakota Contract (Harmony Square)- Additional Services

BACKGROUND

The Village Board approved a professional services contract with The Lakota Group for Harmony Square Design Services on June 19, 2018. (Attachment A) The contract was approved with a “not to exceed” fee of \$180,000 and \$9,000 in expenses. The contract also referenced “Exhibit A” which anticipated Lakota hiring specialty services as sub consultants depending on the design direction of the project. Exhibit A highlighted professional fee ranges for these potential sub-consultants. (Attachment B)

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DISCUSSION

The “Plaza Team” made up of staff (Marketing, Public Works, Police, Finance, Community Development and Administration) along with the consulting engineers, have been meeting regularly to finalize the plaza design in preparation of developing construction documents for bidding purposes. The plans are now at a point where the specialty design consultants can be hired to develop the individual plaza elements (stage, restrooms, multipurpose room, ice rink, fountain, audio-visual and acoustical design). This will require the hiring of an Architect and Fountain Designer. Lakota has taken on the responsibility of the Ice Rink design and operations (skate purchase or rental).

Lakota has provided a “Contract Adjustment Request” (Attachment C) which provides fees for these specialty design services in an amount not to exceed \$227,050. The estimate included in the original contract included a range of \$260,000 - \$335,000, for a potential savings of \$107,950 from the original estimates. While most of the consultant estimates are slightly higher than estimated (primarily due to the complexity of the final design), the elimination of the ice ribbon in favor of a rink sized for hockey play, we no longer require the services of a ice rink designer; the estimate for a rink designer was \$150,000-\$180,000. Lakota will be handling the coordination, design and

analysis related to the purchase or rental of an ice rink and ice skates for a not to exceed fee of \$66,000, including the coordination of all specialty sub consultants. Lakota will provide the following as part of their Ice Rink Coordination:

- Identification of possible vendors for rental/purchase of rink and recommendations
- Identification of possible vendors for rental/purchase of skates and recommendations
- Assistance with decision making of rental vs purchase- cost benefit discussion
- Staffing recommendations for ice rink operations
- Vetting of all necessary ice rink appurtenances (nets, seating, walls, rubber matting)
- Identification of possible vendors for Zamboni, chiller and assistance with final selection including any infrastructure design not included under engineering services.

REQUEST

Staff is requesting approval of the "Contract Adjustment Request" by The Lakota Group in an amount not to exceed \$227,050 for the specialty design services for Harmony Square. Upon approval of this adjustment the total contract for Lakota will be a not to exceed amount of \$416,050.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2018-R-038

**A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE VILLAGE OF TINLEY PARK AND THE LAKOTA GROUP**

**JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK**

**MICHAEL J. PANNITTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ
Board of Trustees**

RESOLUTION NO. 2018-R-038

**A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE VILLAGE OF TINLEY PARK AND THE LAKOTA GROUP**

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with The Lakota Group, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by 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, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 19th day of June, 2018, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: YOUNKER, PANNITTO, BERG, BRADY

NAYS: GLOTZ

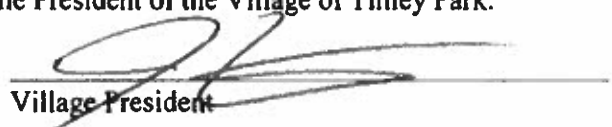
ABSENT: NONE

ABSTAIN: CURRAN

APPROVED this 19th day of June, 2018, by the President of the Village of Tinley Park.

ATTEST:


Village Clerk


Village President

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

CERTIFICATE

I, KRISTIN A. THIRION, 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. 2018-R-038, "A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE LAKOTA GROUP," which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 19, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this _____ day of _____ 2018.



KRISTIN A. THIRION, VILLAGE CLERK

EXHIBIT 1

THE LAKOTA GROUP AGREEMENT

June 14, 2018

Harmony Square
Professional Design Services
Tinley Park, Illinois

116 West Illinois Street
Floor 7
Chicago, Illinois 60654
p 312.467.5445
f 312.467.5484
thelakotagroup.com

Professional Services Agreement between THE LAKOTA GROUP and THE VILLAGE OF TINLEY PARK

PROJECT UNDERSTANDING:

The Lakota Group (Lakota) is pleased to provide our professional design services proposal to The Village of Tinley Park (Client) to assist with preparation of landscape and site design documents for Harmony Square in downtown Tinley Park.

This proposal is based on the Harmony Square concept plan for the 1.2-acre plaza located at North Street and Oak Park Avenue. With this proposal we are moving in to the next phase of the design and implementation process, continuing the development of the community-supported schematic design. This design was the result of a 10-month long collaborative process, working with staff, leadership, and key community stakeholders. This plaza will be home to year-round programming and will be anchored and framed by new and existing transit oriented mixed use and commercial development opportunities. We understand that, as part of this project, we will be refining the design for both Harmony Square and North Street Festival Street, for which we have preliminarily estimated as an \$8 million project.

The project area is illustrated in Exhibit B - Phasing Plan, attached. Phase 1 is the North Street Streetscape, which is approximately 37,200 SF. Harmony Square is identified as Phase 1A, and is approximately 40,000 SF. If acquired, Phase 1B will be included in the overall site design, to expand the plaza to 49,000 SF. While the schematic design and planning reflects the 67th Court extension and east plaza expansion, the design and engineering of these areas are not included in this proposal.

FOCUS AREAS AND ELEMENTS

Our work will focus on the following areas within and around Harmony Square, as outlined below:

- Artificial Turf Lawn Area(s)
- Ice Rink and Skating Ribbon
- Splash Pad / Interactive Water Feature
- Seat Walls
- Site Furnishings
- Site Lighting
- Art and Interpretive Elements
- Performance Stage Structure
- Storage Structure for Utilities and Maintenance Equipment
- Concessions Kiosk / Restroom Building
- Overhead Shade Structures
- Festival Street Streetscape (North Street)
- Design grading
- Signage and Wayfinding within and around plaza

Planning
Urban Design
Landscape Architecture
Historic Preservation
Community Engagement

- Hardscape layouts and material options related to the playground and site elements, such as the water feature/ice, buildings, surrounding perimeter walks
- Site and foundation landscape planting character

Please note it is anticipated that we may need to engage the following services and subconsultants for this project, depending on the design direction. Lakota will be responsible for contracting and coordinating with sub-consultants. Sub-consultant selection will be directed by Lakota and approved by Village. Lakota to provide Village with copies of sub-consultant agreements.

- Streetscape design for the North Street Festival Street (Robinson and Lakota)
- Water feature design or details (Fountain Technologies)
- Ice Trail details or layout (Stantec)
- Site Grading/Drainage Plans and related details (Robinson Engineering)
- Architecture/structural (TBD)
- Electrical engineering (TBD)
- Signage (TBD)

PROJECT SCOPE:

Lakota will perform the following tasks/responsibilities for all Phases as outlined below:

PHASE 1: REFINED SCHEMATIC DESIGN

Task 1.1: Preliminary Schematic Site/Landscape Design

Starting from the preferred design, refine the overall site and landscape plan, including refinements to the ice ribbon and rink (alignment only), plaza, water features, artificial lawn areas, interface with the North Street Festival Street, and key specialty gathering areas and garden spaces. *The Village will provide a detailed topographic survey for the study area from the Village's civil engineering consultant.*

Task 1.2: Preliminary Site Elements, Products, and Materials Palette

Develop a preliminary Site Elements, Products, and Materials Palette, including hardscape, site furniture, and lighting options. This will be refined from what has been developed and approved to date.

Task 1.3: Develop Cost Opinion and Phasing Plan

The Lakota team will develop estimates of probably cost / cost opinions for the schematic site / landscape plan based on our most recent construction estimates. Cost estimates will include line items for materials and products necessary for construction. The Lakota team may also work with the Village to develop a phasing plan for construction, depending on final budget numbers.

Task 1.4: Team Review Meetings with Team

Present Preliminary Schematic site/landscape options, Planting Palette, Site Element Materials Palette, and costs in meeting(s) with the Village of Tinley Park. Refine schematic plan direction after meeting(s). This phase includes 4 meetings.

PHASE 2: DESIGN DEVELOPMENT

Task 2.1: Field Verification

Visit the site as needed to confirm site topographic survey and refine site/landscape design.

Task 2.2: Refine and Finalize Design

Based on Village comments, the Lakota team will further refine the size, horizontal and vertical geometry, structure, materials and finish, as appropriate for the proposed improvements. The team will develop more detailed landscape plans, site grading, site lighting, architectural features, and details/material choices for specific site elements. Drawings will include dimensions and quantities to the site features and provide a basis for establishing a more detailed estimate of construction costs, which will also be prepared as part of this task.

Task 2.3: Refine Cost Opinion

Based on refinement and design development plans, refine the cost opinions for the overall project.

Task 2.4: Coordinate with Product Manufacturers

Coordinate with ice, water feature, turf, and other product and equipment manufacturers to further the site design and provide options and details.

Task 2.5: Progress Review Meetings

During the Design Development Phase, the Lakota team will conduct six (6) working meetings with Team and Village representatives to review progress and design direction/budgets at the 75% and 100% design development milestones. Revisions will be made based on comments. This phase includes 6 meetings.

Task 2.6: Design Development Package

Submit Design Development set, outline specifications, preliminary plant lists, materials palette, product data, cost opinions, and quantities to the Village for review and approval prior to initiating the Construction Document and Specifications Phase.

PHASE 3: CONSTRUCTION DOCUMENTATION

Task 3.1: Field Verification

Visit the site as needed to refine site/landscape design.

Task 3.2: Team Coordination Meeting

Meet with the Team to further refine details of the site/landscape plan, specific site elements, and refine planting design/palette. Further identify specific landscape and site issues involving plant material, hardscape, and site features. This includes coordination with Robinson Engineering.

Task 3.3: Graphic Documentation

Develop Graphic Construction Documents for site and all focus areas. Several drawings will be prepared which address all site element locations, sizes, and quantities. The Construction Documents will be used to bid and construct improvements and will include:

1. Cover Sheet, notes, legend
2. Existing Conditions Plans
3. Site Preparation and Removals Plans
4. Tree Preservation Plan (as needed)
5. Stormwater Pollution Prevention Plans (SWPPP)
6. Grading and Drainage Plans and related details
7. Site Utility/Street/Foundation Plans and related details

8. Site Electrical/Lighting Plans and related details.
9. Layout and Materials Plans and related details
10. Site Enlargement Plans and related details
11. Landscape Plans and Planting Schedule and related details
12. Site Construction Details

Plans, sketches, elevations, and sections will be prepared to further define the character of individual elements such as, but not limited to:

- Ice rink / ribbon
- Interactive Water Features
- Stage Structure
- Prefabricated Structures (e.g., concession stand, storage structure, overhead shade structure)

Task 3.3: Specifications and Documentation

The Lakota team will develop written Specifications and Documentation that will be used to bid and construct the improvements. These specifications will include general and supplementary conditions and technical specifications.

Task 3.4: Refined Cost Opinions

Revise Construction Cost Opinions to reflect any adjustments to Final Construction Documents.

Task 3.5: Team/Village Coordination Meetings

Meet with Team and Village to present final plans, sketches, and costs at the 50% and 100% milestones. This phase includes 2 meetings.

Task 3.6: Internal Quality Management Review

Prior to Village review and sending the project out for bid, the Lakota team will complete a quality assurance / quality control (QA/QC) audit of the documents.

Task 3.7: Construction Submittals/Village Review (as necessary)

Submit Final Construction Document set to Village for review (as necessary).

Task 3.8: Final Construction Document Revisions

Make revisions based on Team and Village input.

Prepare minor revisions to Final Site Plan prior to any resubmission to Village. Minor revisions to Final Plans and detail drawings are included as part of this work scope and fee proposal. *Substantial changes to the general design intent, site plan, or its related elements/features shall be considered outside of the work scope of this proposal. Lakota will be pleased to provide a more specific fee estimate/proposal for any additional services as requested by the Village as determined necessary due to project conditions.*

PHASE 4: PERMITTING AND BID ASSISTANCE

The goal of Permitting and Bid Assistance is to help package and distribute construction drawing sets and specifications to selected contractors for pricing. Bids will be reviewed, assessed, and clarified with the Village to assist in the selection of a contractor(s). Time tables and schedules for construction will be established with selected contractors.

- Meet with Village and Design Team to review construction set.
- Coordinate with Village to distribute bidding documents and prepare legal notice to publicize bid.
- Issue addenda as appropriate to interpret, clarify, or expand the construction documents.

- Recommend reputable contractors for consideration.
- Attend and facilitate a pre-bid meeting.
- Attend bid opening and record results.
- Prepare bid tabulation spreadsheet.
- Perform reference checks for the apparent low bidder's references.
- Issue a bid results summary letter.
- Attend Village Board meeting to present bid package and award.

PHASE 5: CONSTRUCTION ADMINISTRATION, OBSERVATION, AND CLOSE-OUT

The goal of Construction Observation and Administration is to provide on-site review and observation of site/landscape construction related to the target area landscape construction package and related specifications to observe that the plan intent is adhered to by the selected contractor(s).

- **ADMINISTRATION**
 - Assist in preparation of an Owner / Contractor Agreement.
 - Conduct a pre-construction meeting with Client and contractor to review:
 - Contractor mobilization and staging
 - Contractor schedules
 - Contractor submittals
 - Responsibilities
 - Communications
 - Payment procedures
 - Provide interpretations and clarifications for the construction documents as needed.
 - Review and approve submittals, including samples of materials and shop drawings, and assess change order requests.
 - Review and respond to contractor's requests for information.
 - Review contractor's request for payments.
 - Review testing procedures and data provided by independent testing services.
- **OBSERVATION**
 - Provide on-site observation of site construction. Visit site at intervals appropriate to the stage of site/landscape construction to review construction methods (Assumes a total of 12 site visits).
 - Make visits to plant nurseries located by landscape contractor to approve selected plant materials (Assumes 2 visits).
 - Make written reports regarding site construction progress.
- **CLOSE-OUT**
 - Conduct a final on-site observation/inspection of site construction with Village.
 - Prepare a final punch list prior to final acceptance of job.
 - Review contract close-out submittals including, but not limited to:
 - Operating and maintenance manuals
 - As-built record drawings
 - Labor and material lien waivers
 - Payment applications
 - Establish final acceptance.
 - Prepare final payment recommendations regarding the contractor's request for acceptance of substantially or finally completed work.

The Lakota Group will manage the performance of our own work through the term of the contract by providing General Project Administration. This includes, but is not limited to:

- **COMMUNICATIONS**
 - Coordinate and prepare for meetings and summarize highlights from each meeting.
 - Attend public forums identified.
 - Collect and disseminate communications from subconsultants and other parties.
 - Coordinate regularly with Client representative.
- **SCHEDULES**
 - Create, update, and distribute project timelines.
 - Coordinate subconsultants.
- **STAFFING**
 - Select and assign staff members and subconsultants to appropriate tasks and services.
 - Prepare and administer subconsultant agreements.

PROJECT SCHEDULE:

It is our understanding that project implementation for Phase 1 - North Street improvements and ancillary components of Phase 1A will commence in the Spring 2019 construction season. Final construction sequencing will occur over one or more seasons based on final plaza plan direction, budget parameters, and adjacent development planning.

Phase 1 Schematic Design work scope will commence upon execution of this contract and be coordinated with other consulting team members. It is our expectation that working Phase 1 documents will be completed and in for permit by late Fall of 2018.

PROJECT TERMS:

The above services will be provided on an hourly rate basis with a not to exceed fee of \$180,000 per the firm's current rates, based on the current estimated Harmony Square budget of \$8 million for the preferred plan, plus reimbursable expenses. Exhibit A highlights estimated professional fee ranges for potential sub-consultants

Total Estimated Fees are as follows:

Professional Fees by Expertise:	
The Lakota Group:	\$180,000
Expenses:	\$ 9,000
Total:	\$189,000

Any additional services requested of Lakota beyond those listed above will be conducted on an hourly basis and billed according to Lakota's current billing rates. If requested, a fee estimate will be provided for a task or an assignment based on a defined work scope.

Lakota Billing Rates (2018):

Principal	\$265
Associate Principal	\$235
Vice President	\$210
Senior Associate	\$185
Project Planner/Designer/Manager	\$160
Planner/Urban Designer/Landscape Architect	\$120 - \$130
Research/Operations Staff	\$90

Reimbursable expenses will be billed at 1.1 times direct expense to cover administration and will include:

- *Travel for field work/site visits to review landscape installation*
- *Delivery (postage/messenger/express)*
- *Copying/Reproduction*
- *Computer Plots*
- *Long Distance Communication*
- *Renderings/3D Models (if requested by client)*
- *Miscellaneous (municipal documents, special reports, data)*

ADDITIONAL TERMS

This proposal does not include the following tasks:

- Irrigation design (by others)
- Property or legal surveys (by surveyor)
- Professional 3D marketing renderings/illustrations (additional services, if requested)
- Geotechnical testing services (by others)

Professional fees and expenses will be billed monthly for work completed.


Either party may terminate this agreement 15 days after written notice. Lakota shall be compensated for all services performed up to this date.

Please indicate acceptance of this agreement by signing one copy and returning it to our office listed above. Lakota will begin work after receiving written authorization to proceed via fax, mail or email.

The Lakota Group appreciates the opportunity to provide The Village of Tinley Park with Professional Design Services.



Scott Freres, PLA, ASLA
Principal
The Lakota Group



Signature
Jacob C Vandenberg

Printed Name
Village President

Title
7-27-18

Date

EXHIBIT A

In addition to civil engineering services, it is anticipated that we may need to engage the following services as subconsultants for this project, depending on the design direction. Estimated ranges for these services are listed below:

Ice Rink / Ribbon Engineering:	\$150,000 - \$180,000
Water Feature Design/Engineering:	\$20,000 - \$30,000
AV / Specialty Engineering:	\$20,000 - \$25,000
Lighting / Electrical Engineering:	\$30,000 - \$50,000
Architect / Structural:	\$40,000 - \$50,000
<hr/>	
Total	\$260,000 - \$335,000

EXHIBIT A

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Lighting / Electrical Engineering:	\$30,000 - \$50,000
Architect / Structural:	\$40,000 - \$50,000
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Total	\$260,000 - \$335,000

Resolution No. 2018-R-038

CONTRACT ADJUSTMENT REQUEST

PROJECT NAME:	Harmony Square
CLIENT:	Village of Tinley Park
DATE:	March 29, 2019

The Lakota Group is requesting approval from the Village of Tinley Park for an addition to contract (resolution No. 2018-R-038) dated June 19, 2018 for the following services:

ORIGINAL CONTRACT *(price range proposed from Exhibit A, No. 2018-R-038):*

Ice Rink / Ribbon Engineering:	\$150,000 - \$180,000
Water Feature Design / Engineering:	\$20,000 - \$30,000
AV / Specialty Engineering:	\$20,000 - \$25,000
Lighting / Electrical Engineering:	\$30,000 - \$50,000
Architect / Structural:	\$40,000 - \$50,000
PROPOSED FEE RANGE PER EXHIBIT A	\$260,000 - \$335,000

PROPOSED CONTRACT ADD FOR RESOLUTION NO. 2018-R-038:*(services are based on the current preferred design dated March 13, 2019)*

Ice Rink Coordination/Coordination of Subs (Lakota):	\$66,000
Water Feature Design (Fountain Technologies):	\$32,500
AV Design Services (TRIA Architects):	\$35,850
Acoustic Design Services (TRIA Architects):	\$23,850
Architect / Structural (TRIA Architects):	\$68,850
TOTAL ADDITIONAL PROFESSIONAL FEES	\$227,050
NET SAVINGS FROM PREVIOUS PROPOSED FEES	\$107,950

CONTRACT SUMMARY

Approved Design Fees (Lakota):	\$180,000
Approved Expenses (Lakota):	\$ 9,000
Proposed Contract Add for Services Outlined Above:	\$227,050

ADJUSTED CONTRACT TOTAL	\$416,050
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Please confirm/approve the above contract addition by signing one copy and returning it to our office.

Attachments: Resolution No. 2018-R-038 (original contract for reference)



**FIRST AMENDMENT TO THE PROFESSIONAL DESIGN SERVICES
AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK
AND THE LAKOTA GROUP**

THIS FIRST AMENDMENT TO THE PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK, ILLINOIS AND THE LAKOTA GROUP (this "Agreement") is made as of April ____, 2019 by and between Village of Tinley Park, an Illinois municipal corporation (the "Owner") and the Lakota Group ("the Consultant").

WITNESSETH:

WHEREAS, on July 19, 2018, the Village and the Consultant entered into a "Professional Design Services Agreement" ("Original Agreement"); and

WHEREAS, at the time of execution of the Original Agreement, there were still numerous design decisions that had not been made which affected the overall price of the Original Agreement; and

WHEREAS, the Original Agreement was approved with a "not to exceed" fee of \$180,000 and \$9,000 in expenses; and

WHEREAS, the Village has finalized all design decisions for the Project and has caused and as a result, certain deletions, amendments, and additions must be made to the Original Agreement; and

WHEREAS, the parties hereto now desire to amend the Original Agreement in certain respects as set forth herein and to memorialize their foregoing relationship; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, and other good and valuable consideration, the parties hereto hereby agree as follows:

1. **UNDER THE HEADING "PROJECT TERMS".**

A. The entire first paragraph and the table of estimated fees shall be deleted in its entirety and replaced by the following:

- As full consideration for performance of the services, the Village will pay Consultant based on the hourly rates set forth immediately below up to a maximum amount payable under this Agreement of \$416,050 ("Maximum Price"). The breakdown of the Maximum Price in accordance with each design feature is attached hereto as Exhibit A and made a part hereof. Consultant will not be entitled to compensation in excess of such amount for any Additional Services performed on the Project without the prior written directive or approval of such Additional Services by the Village. Consultant will not perform any Additional Services on the Project for which the Consultant will seek compensation in

excess of the Maximum Price without notifying the Village in writing in advance that Consultant considers the same to be Additional Services and stating the additional compensation Consultant intends to seek for such Additional Services. The Village may direct Consultant to perform particular services which both parties agree are 2. 2. additional services but as to which there is no agreement regarding the amount of additional compensation to be paid for the additional services, in which case Consultant will proceed to perform the services and the compensation paid for the additional services will be determined by a future agreement.

B. The following paragraphs shall be added to the end of the Project Terms section.

- Consultant assumes responsibility to the Village for the proper performance of the Work of Subconsultants and any acts and omissions in connection with such performance. Nothing in the Agreement Documents is intended or deemed to create any legal or contractual relationship between the Village and any Subconsultant including but not limited to any third-party beneficiary rights.
- Consultant shall coordinate the activities of any Work it self-performs and that of all Subconsultants. If the Village performs other work on the Project or at the Site with separate contractors under the Village's control, Design Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- Within ten (10) days after the Village's demand, Consultant at its expense will remove from the Project and Project site any mechanics' or Consultants' lien filed by a Subconsultant of Consultant or any other person or entity claiming an amount due for labor, services, materials or equipment furnished for the Project. Consultant will remove such lien by payment, settlement or lien release bond pursuant to applicable law. If Consultant fails or refuses to perform its obligations under this Section 14.3, the Village may do so at Consultant's expense. Consultant shall indemnify, defend and hold the Village harmless from all costs and expenses arising out of or relating to such lien claims. This Section 14.3 will not apply to the extent a lien claim was filed due to the Village's failure to pay amounts due under this Agreement.

2. THE FOLLOWING PROVISION SHALL BE ADDED TO THE ORIGINAL AGREEMENT AS A NEW SECTION.

THE CONSULTANTS PROFESSIONAL RESPONSIBILITY AND STANDARD OF CARE.

- By execution of this Agreement, the Consultant warrants that (a) it is an experienced and duly licensed firm or individual having the ability and skill necessary to perform all the Services required of it under this Agreement in connection with the design and construction of a project having the scope and complexity of the Project contemplated herein; (b) it has the capabilities and resources necessary to perform its obligations hereunder; and (c) it is

familiar with all current laws, rules and regulations which are applicable to the design and construction of the Project (such laws, rules and regulations including, but not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which are applicable to the Project, local sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, codes, laws, rules and regulations in effect at the time of commencement of services on the Project), and that all drawings, specifications and other documents prepared by the Consultant shall be prepared in accordance with and shall accurately meet, reflect and incorporate all such laws, rules and regulations.

- The Consultant hereby represents and agrees that the drawings, specifications and other documents prepared by it pursuant to this Agreement shall be complete and functional, except as to any deficiencies which are due to causes beyond the control of the Consultant, and that the Project, if constructed in accordance with the drawings, specifications and other documents, shall be structurally sound and a complete and properly functioning facility in accordance with the terms of this Agreement. Any suggestions, recommendations or review comments by the Village shall not reduce or diminish the Consultant's responsibilities pursuant to this Agreement.
- The Consultant shall be responsible for any errors, inconsistencies or omissions in the drawings, specifications, and other documents. The Consultant will correct at no additional design cost to the Village any and all errors and omissions in the drawings, specifications and other documents prepared by the Consultant. The Consultant further agrees, at no additional cost, to render assistance to the Village in resolving problems relating to the design or specified materials.
- It is the responsibility of the Consultant to make certain that, at the time the project is bid, all drawings, specifications and other documents are in accordance with applicable laws, statutes, building codes and regulations and that appropriate reviews and approvals are requested and obtained from federal, state and local governments.
- It shall be the responsibility of the Consultant throughout the period of performance under this Agreement to exercise the abilities, skills and care customarily used by Consultants of the training and background needed to perform the services required under this Agreement who practice in the County of Cook /County of Will/The Village of Tinley Park or similar communities.

3. *THE FOLLOWING PROVISION SHALL BE ADDED TO THE ORIGINAL AGREEMENT AS A NEW SECTION.*

INSURANCE REQUIREMENTS.

- Consultants shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located the following insurance written for not less than limits of liability specified below or required by law, whichever is greater:

1. Commercial general liability insurance covering general liability claims, including for operations in progress, completed operations, with minimum limit of \$1,000,000 for each occurrence and including personal injury liability coverage and property damage coverage.
 2. Professional liability insurance with minimum limits of \$1,000,000* *Structural Engineers \$3,000,000 excess
 3. Automobile liability insurance with limits of \$500,000.
 4. Worker's compensation insurance as required by applicable laws, including employers' liability insurance with minimum limit of \$1,000,000.
- The coverages afforded by the Consultant shall be primary in all respects to any insurance carried independently by the Village. Consultant's commercial general liability and automobile liability insurance policies shall name the Village as additional insured by amendatory riders or endorsements. Not less than fourteen (14) days after the execution of this Agreement, the Consultant shall file with the Village Certificates of Insurance acceptable to the Village evidencing the foregoing coverages and that the policies are in full force and effect. The Certificates also shall list the Village as additional insureds for the commercial general liability and automobile liability policies. The Certificates and the insurance policies required by agreement shall contain a provision that coverage afforded under the policies will not be cancelled, amended, or allowed to expire without at least 30 days' prior written notice to the Village.
 - The Consultant also shall require each of its subconsultants providing additional consultant services for the Project to maintain the foregoing insurance coverage. The Consultant also shall require each such subconsultant to furnish the Village with certificates of insurance evidencing the foregoing coverage and that the policies are in full force and effect. The certificates shall be provided to the Village.
4. ***THE FOLLOWING PROVISION SHALL BE ADDED TO THE ORIGINAL AGREEMENT AS A NEW SECTION.***

INDEMNITY

- Consultant shall indemnify and hold harmless the Owner, its officers, directors, employees, from and against those liabilities, damages and costs that Owner is legally obligated to pay as a result of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by the willful misconduct, negligent act, error or omission of the Consultant or anyone for whom the Consultant is legally responsible, subject to any limitations of liability contained in this Agreement. Consultant will reimburse Owner for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the _____ day
of _____, 20__.

Village of Tinley Park, Illinois

Lakota Group

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

DRAFT

PUBLIC COMMENT

ADJOURNMENT