MEETING NOTICE

NOTICE IS HEREBY GIVEN that the Regular Meeting of the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, October 2, 2018, beginning at 7:30 P.M. in the Council Chambers at the Village Hall of Tinley Park, 16250 South Oak Park Avenue, Tinley Park, Illinois.

7:30 P.M. CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

ITEM #1
SUBJECT: CONSIDER APPROVAL OF AGENDA
ACTION: Discussion - Consider approval of agenda as written or amended.
COMMENTS: ___________________________________________________________

ITEM #2
SUBJECT: CONSIDER APPROVAL OF MINUTES OF THE REGULAR VILLAGE BOARD MEETING HELD ON SEPTEMBER 18, 2018.
ACTION: Discussion: Consider approval of minutes as written or amended.
COMMENTS: ___________________________________________________________

ITEM #3
SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2018-R-079 RECOGNIZING BÜRGERMEISTER ERICH SPAMER AND THE GERMAN DELEGATION FROM OUR SISTER CITY IN BÜDINGEN, GERMANY – President Vandenberg
ACTION: Discussion: Consider recognizing Bürgermeister Erich Spamer and the visiting delegation from our Sister City in Büdingen, Germany. This exchange is in its 29th year and the Sister City Commission of Tinley Park is currently hosting nineteen (19) residents of Büdingen, Germany from October 2nd until October 14th of this year. This Resolution is eligible for adoption.
COMMENTS: ___________________________________________________________
ITEM #4

CONSIDER RECOGNIZING FIRE DEPARTMENT CREW MEMBERS WHO HAVE DEMONSTRATED ACTIONS OF COURAGE, DEDICATION AND PROFESSIONALISM IN RECENT EMERGENCY RESPONSES – Trustee Brady

ACTION: Discussion: Two responses during the month of August 2018 have been selected by the Mayor, Village Board and Fire Chief to be recognized for unit/company citations for the actions described below. This award is presented to a company that has demonstrated exceptional skills, proficiency, professionalism and dedication to duty while operating under an emergency incident.

- Recognition for Stations #46 and #47 fire and ambulance crews who responded to a building fire at the 6200 block of 167th Street on Tuesday, August 14, 2018 at 6:12 p.m. After arriving on the scene and finding a single family dwelling on fire, crews learned that four (4) dogs were in the house. The main fire was extinguished and all four dogs were found and rescued from the toxic atmosphere. Fire and ambulance crews used pet oxygen masks and animal CPR to revive the animals; who all fully recovered. Responding crews include:

  B46  Assistant Chief Kris Dunn
  E46  Lieutenant Bob Reynolds
       Engineer Norm Roney
       Firefighter Brad Roemer
       Firefighter Matt Johnson
  E47  Lieutenant Don DeBias
       Engineer Tony DeAdam
       Firefighter Dave Adkins

  Ambulance 46  Paramedic Jeff Roesner
                Paramedic Justin Stephenson

  Ambulance 146  Paramedic Andy Isenhart
                 Paramedic Corey Schackele
                 Paramedic Hannah DeBruyn

- Recognition for Station #49 fire and ambulance crews who responded to a walk-in incident on Wednesday, August 22, 2018 at 3:20 a.m., for a child birth assist. Station crews assembled to aid the patient and her husband who were on the way to the hospital to deliver their third child. The couple stopped at the fire station from their Frankfort Square home as they felt the birth was imminent. A very short time later, crews helped deliver ‘Leah Ember’. The family has welcomed her home and everyone is doing great.

  E49  Lieutenant Shawn Richards
       Engineer Joe Greco
       Firefighter Steve Grzeszkiewicz

  Ambulance 49  Paramedic Luke Wojciak
                Paramedic Corey Schackele

No specific action required.

COMMENTS: __________________________________________
ITEM #5

SUBJECT: CONSIDER THE APPOINTMENT OF JOSEPH DE NOVA AS AN ASSOCIATE COMMISSIONER OF THE COMMUNITY RESOURCES COMMISSION – President Vandenberg


COMMENTS: 

ITEM #6

SUBJECT: CONSIDER THE APPOINTMENT OF JOANNE DYKHUIZEN AS A COMMISSIONER OF THE SISTER CITIES COMMISSION – President Vandenberg


COMMENTS: 

ITEM #7

SUBJECT: CONSIDER THE APPOINTMENT OF PAULA WAGENER TO THE POSITION OF DEPUTY HR DIRECTOR – President Vandenberg

ACTION: Discussion: The Village contracted with Office Team/Robert Half for temporary assistance services provided by Paula Wagener as Interim Deputy HR Director in January 2018 to assist the Human Resources Department. Since then she has performed more than satisfactorily. The Village now desires to hire Paula into the approved full time position.

Ms. Wagener earned Bachelor’s degree in Business Administration and a Master’s degree in HR Administration and is a certified professional in Human Resources. She offers 18 years of professional experience in payroll and benefits coordination and HR services. **Consider appointing Paula Wagener to the position of Deputy HR Director effective October 3, 2018.**

COMMENTS: 


ITEM #8

SUBJECT: RECEIVE COMMENTS FROM STAFF

COMMENTS: _____________________________________________________________

ITEM #9

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC

COMMENTS: _____________________________________________________________

ITEM #10

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:

A. CONSIDER REQUEST FROM HARALD VIKING LODGE #13 TO CONDUCT A QUEEN OF HEARTS RAFFLE FROM OCTOBER 3, 2018 TO JUNE 10, 2019 WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED $25,000. WINNERS WILL BE DRAWN WEEKLY AT THE HARALD VIKING LODGE, 6730 W. 175TH STREET.

B. CONSIDER REQUEST FROM MISERICORDIA TO CONDUCT A TAG DAY FOR A FUNDRAISER ON FRIDAY, APRIL 26, 2019 AND SATURDAY, APRIL 27, 2019 AT CERTAIN INTERSECTIONS IN THE VILLAGE OF TINLEY PARK.

C. CONSIDER ADOPTING RESOLUTION NUMBER 2018-R-073 APPOINTING THE ECONOMIC DEVELOPMENT MANAGER AS THE A VILLAGE REPRESENTATIVE AND MEMBER TO THE SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY BOARD.

D. PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF $1,578,190.76 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED SEPTEMBER 21, 2018, AND SEPTEMBER 28, 2018.

ACTION: Discussion: **Consider approval of consent agenda items.**

COMMENTS: _____________________________________________________________
ITEM #11


ACTION: Discussion: Per the Legacy Code (Section XII.2.A.11.d.) an alley is required to be dedicated along the rear of the property upon change of ownership. Until such time that the remainder of the block can provide for full improvement of an alley system, the Village requires a Plat of Easement instead of a dedication. The Plan Commission approved the Plat of Easement as part of the Site Plan approval with a vote of 5-0 at their August 16, 2018 meeting. This Resolution is eligible for adoption.

COMMENTS:

__________________________________________________________________________

ITEM #12

SUBJECT: CONSIDER ADOPTING ORDINANCE NUMBER 2018-O-056 GRANTING THE PETITIONER, FERGUSON ENTERPRISES, INC. A SPECIAL USE PERMIT TO ALLOW A RETAIL SHOWROOM INCIDENTAL TO AND COMPATIBLE WITH A PERMITTED PRINCIPAL USE AT 7950 W, 185TH STREET SUITES A - C IN THE ORI PD (OFFICE AND RESTRICTED INDUSTRIAL, HICKORY CREEK PUD) ZONING DISTRICT (FERGUSON ENTERPRISES) - Trustee Glotz

ACTION: Discussion: The Petitioner, Ferguson Enterprises, Inc, is seeking approval for a Special Use Permit for a retail showroom that is incidental to and compatible with a permitted principal use (warehousing, wholesale, and/or distribution) at 7950 W 185th Street in the ORI PD Zoning District. This Special Use Permit will allow the Petitioner to utilize a portion of their proposed tenant space as a showroom for customers to view their plumbing and electrical related products before placing an order. The Plan Commission held a Public Hearing on September 20, 2018 and after consideration of the Findings of Fact, voted 6-0 to unanimously recommend the requested Special Use. This Ordinance is eligible for adoption.

COMMENTS: ____________________________________________________________________
ITEM #13

SUBJECT: CONSIDER RESOLUTION NUMBER 2018-R-057 APPROVING THE PURCHASE OF PROPERTY LOCATED AT 6700 174TH STREET – Trustee Glotz

ACTION: Discussion: The Village has been in discussions with the property owners of 6700 174th Street about purchasing the property for potential parking or development use in the downtown. The Village and the owners have reached an agreement to purchase the .26 acre property for $113,000. TIF funds will be used to complete the purchase.  This Ordinance is eligible for adoption.

COMMENTS:

ITEM #14

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2018-R-077 GRANTING A PLAT OF EASEMENT FOR THE 84TH AVENUE AND 179TH STREET BIKE PATH EXTENSION-COM-ED PROPERTY TO THE DOG PARK – Trustee Younker

ACTION: Discussion: Although 84th Avenue to 179th Street Bike Path Extension project was put on hold in the current budget, it is prudent to get the easement in place for the eventual bike path construction. Gallagher and Henry have executed the easement from the Com-Ed property across their parcel to the dog park. This item was discussed at the Public Works Committee meeting held on September 18, 2018.  This Resolution is eligible for adoption.

COMMENTS:

ITEM #15

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2018-R-078 APPROVING THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR THE HARMONY SQUARE DOWNTOWN PLAZA DEVELOPMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD FOR SERVICES OF PROVIDING SCHEMATIC DESIGN AND DESIGN DEVELOPMENT TO PREPARE CONSTRUCTION PLANS, SPECIFICATIONS, MATERIAL TESTING AND CONSTRUCTION OBSERVATION FOR THE SITE CIVIL AND ELECTRICAL PORTIONS OF THIS PROJECT – Trustee Younker

ACTION: Discussion: This is a professional engineering service agreement between the Village of Tinley Park and Christopher B. Burke Engineering, Ltd. which has been reviewed and approved by the Village Staff in the amount of $288,500. The proposed Resolution will obligate the Village’s share of the professional and construction engineering for the project. In order to meet the project schedule, it is requested that the resolution be approved and the agreement be executed by the Mayor and Clerk. This item was discussed at the Public Works Committee Meeting held prior to the meeting.  If recommended for approval, this Resolution is eligible for adoption.

COMMENTS:
ITEM #16

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2018-R-080 APPROVING THE PURCHASE AND INSTALLATION OF FOUR (4) PUMPS (TWO (2) AT POST 4 AND TWO (2) AT POST 7) AT A COST OF $122,000 FROM SUPERIOR PUMPING SERVICES, THE CURRENT AND RECOMMENDED SERVICE CONTRACTOR FOR LIFT STATION REPAIRS – Trustee Younker

ACTION: Discussion: Recently, there have been excessive pump repairs at Post 4 and Post 7. The average cost of a pump repair is $2,100, which includes pulling the pump to clean and reinstall. Discussing the ongoing issue with other municipalities and investigating all options, our best course of action is to replace the pumps in their entirety. The Village currently has only one operating pump at each post. Our best available option includes two (2) Flygt pumps at Post 7 for a cost of $36,000 each and two (2) Flygt pumps at Post 4 for a cost of $25,000 each. The prices differentiate due to the size of the pumps. The total cost includes installation. This item was discussed at the Public Works Committee Meeting held prior to the meeting. If recommended for approval, this Resolution is eligible for adoption.

COMMENTS:

ITEM #17

SUBJECT: CONSIDER ORDINANCE NUMBER 2018-O-058 AMENDING CERTAIN SECTIONS OF THE TINLEY PARK MUNICIPAL CODE PERTAINING TO FIRE DEPARTMENT ADMINISTRATION - Trustee Brady

ACTION: Discussion: This ordinance provides for some necessary housekeeping of the Municipal Code to clarify the administrative role of the department head over the area of fire services including fire prevention and suppression. The ordinance changes existing references from Fire Chief to Fire Services Administrator. This Ordinance is eligible for adoption.

COMMENTS:
ITEM #18

SUBJECT: CONSIDER ADOPTING ORDINANCE NUMBER 2018-O-054 AMENDING TITLE XI, CHAPTER 112, SECTION 112.22 OF THE TINLEY PARK MUNICIPAL CODE – ADDITION OF ONE (1) CLASS A LIQUOR LICENSE (17424 SOUTH OAK PARK AVENUE) – President Vandenberg

ACTION: Discussion: The proposed Ordinance would increase the Class A Liquor Licenses by one (1). The applicant is proposing to operate a Wine Bar at 17424 Oak Park Avenue. Video gaming for this establishment is not permitted. The respective license will be for the following business:

- Sip Wine Bar, 17424 Oak Park Avenue. With this license, video gaming is not permitted at this location.

Upon approval of this Ordinance, the total number of Class A liquor licenses would be twenty-three (23). This Ordinance was discussed at the Administration and Legal Committee meeting held prior to this meeting. If recommended for approval, Ordinance is eligible for adoption.

COMMENTS: ________________________________

ITEM #19

SUBJECT: CONSIDER ADOPTING ORDINANCE NUMBER 2018-O-055 AMENDING TITLE XI, CHAPTER 112, SECTION 112.22 OF THE TINLEY PARK MUNICIPAL CODE - ADDITION OF ONE (1) CLASS A LIQUOR LICENSE (9501 171st STREET) – President Vandenberg

ACTION: Discussion: The proposed Ordinance would increase the Class A Liquor Licenses by one (1). The applicant is proposing to expand their current take-out only location into a full-service restaurant at 9501 171st Street. With this license, video gaming for this establishment is not permitted. The respective license will be for the following business:

- Lou Malnati’s, 9501 171st Street

Upon approval of this Ordinance, the total number of Class A liquor licenses would be twenty-four (24). This Ordinance was discussed at the Administration and Legal Committee meeting held prior to this meeting. If recommended for approval, Ordinance is eligible for adoption.

COMMENTS: ________________________________

ITEM #20

SUBJECT: RECEIVE COMMENTS FROM THE BOARD

COMMENTS: ________________________________
ITEM #21

SUBJECT: ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

A. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.

B. COLLECTIVE NEGOTIATING MATTERS BETWEEN THE PUBLIC BODY AND ITS EMPLOYEES OR THEIR REPRESENTATIVES, OR DELIBERATIONS CONCERNING SALARY SCHEDULES FOR ONE OR MORE CLASSES OF EMPLOYEES.

C. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.

D. THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY.

E. LITIGATION, WHEN AN ACTION AGAINST, AFFECTING OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE TRIBUNAL, OR WHEN THE PUBLIC BODY FINDS THAT AN ACTION IS PROBABLE OR IMMINENT, IN WHICH CASE THE BASIS FOR THE FINDING SHALL BE RECORDED AND ENTERED INTO THE MINUTES OF THE CLOSED MEETING.

ADJOURNMENT
MINUTES OF THE REGULAR BOARD MEETING OF THE TRUSTEES,
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,
ILLINOIS, HELD SEPTEMBER 18, 2018

The regular meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the
Council Chambers located in the Village Hall of Tinley Park, 16250 S. Oak Park Avenue, Tinley
Park, IL on September 18, 2018. President Vandenberg called this meeting to order at 7:30 p.m. and
led the Board and audience in the Pledge of Allegiance.

Present and responding to roll call were the following:

Village President: Jacob C. Vandenberg
Village Clerk: Kristin A. Thirion
Trustees:
  Brian H. Younker
  Michael J. Pannitto
  Cynthia A. Berg
  William P. Brady
  Michael W. Gutz
  John A. Curran
Absent: None
Also Present:
Village Manager: David Niemeyer
Assistant Village Manager: Patrick Carr
Village Attorney: Patrick Connelly

Motion was made by Trustee Younker, seconded by Trustee Berg, to approve the agenda as written
or amended for this meeting. Vote by voice call. President Vandenberg declared the motion carried.

Motion was made by Trustee Younker, seconded by Trustee Brady, to approve and place on file the
minutes of the Regular Village Board Meeting held on August 21, 2018. Vote by voice call.
President Vandenberg declared the motion carried.

At this time Clerk Thirion CONDUCTED A SWEARING IN CEREMONY FOR
COMMANDER STANLEY TENCZA.

At this time, the Village Board RECOGNIZED THE PROMOTION OF OFFICER RANDALL
ROCKAITIS TO SERGEANT. Officer Randall Rockaitis has served as Patrol Officer for nearly
27 years, the last 18 has been for the Village of Tinley Park. He previously worked for the City of
Country Club Hills. Mr. Rockaitis notes that he sat for the Tinley Park police test on the morning of
his wedding 21 years ago. He also notes that he is still married and now has two sons, 15 and 12.
Mr. Rockaitis’ experience includes multiple specialties such as juvenile officer, evidence technician,
master firearms instructor and truck enforcement officer, and he is part of the traffic accident unit.
He is the recipient of multiple department awards including a life-saving award from the Illinois
Chiefs of Police. Clerk Thirion then conducted a swearing in ceremony for Sergeant Rockaitis.
Motion was made by Trustee Younker, seconded by Trustee Brady, to **APPOINT CHRISTOPHER FRANKENFIELD TO THE POSITION OF ACCOUNTANT**. The Village hired Christopher Frankenfield as a part-time Accountant in October 2017 to assist the Finance Department. Since then he has performed more than satisfactorily and at this time, the Village desires to move him into the existing vacant Full Time Accountant position. Mr. Frankenfield holds an Associate's degree in Criminal Justice, a Bachelor's degree in Accounting, is a Certified Public Accountant (CPA) and offers 15 years of professional experience, including 8 years as Tax Consultant and 13 years as Cook County Department of Corrections Correctional Deputy Sheriff; and he is a resident of Tinley Park. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Younker, Pannitto, Berg, Brady, Glotz, Curran. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Younker, seconded by Trustee Glotz, to **APPOINT FRANK WILLIAMS AS A COMMISSIONER TO THE COMMUNITY RESOURCE COMMISSION FOR 2018/2019**. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Younker, Pannitto, Berg, Brady, Glotz, Curran. Nays: None. Absent: None. President Vandenberg declared the motion carried.

At this time, President Vandenberg asked if anyone from the Staff would care to address the Board.

Assistant Village Manager Pat Carr presented an update of police staffing. He noted that the command staff is at full operations with the appointment of the new Police Chief, two (2) Commanders, and the Sergeants are at full strength. He stated that three (3) officers are finishing up the academy and three (3) more on the list.

Deputy Chief Steve Klotz stated that plans are moving forward for the reconstruction of Fire Station 47.

Community Development Director Paula Wallrich presented an update on the following projects: The Boulevard, Bremen Station, Downtown Tinley Plaza, Redevelopment of North Street and the Central School property, SIP Wine Bar, and the Oak Park Avenue Playbook.

At this time, President Vandenberg asked if anyone from the Public would care to address the Board.

Environmental Enhancement Commissioner Jeff Mech thanked the Village Board for choosing to enroll with renewable energy for the Electrical Aggregation program. He also noted a few priorities the Environmental Enhancement Commission is reviewing including: research on a solar farm, Tesla charging station at Brookside Marketplace, 40th Annual Spring Clean Up in April, and an e-waste event to be held on October 27th.

Mike Stuckly stated concerns about the Village Board members knowledge of the settlement agreements adopted at the August 21, 2018 Village Board meeting.

Diane Galante stated concerns about the Department of Justice and Amy Connelly lawsuits and would like to know about the events leading up to and during these lawsuits.
A citizen stated concerns regarding information about the Love Is Harmony event and the press conference held in July was shared with the entire Board. She would like to know what the preferred method of communication with the Village Board is.

Nancy O'Connor stated concerns about redactions in a FOIA response she received. She feels now that the Department of Justice and Amy Connelly settlement agreements have been authorized, FOIAs in regards to these who be without redactions. She feels there should be more transparency about events that led these lawsuits.

A citizen stated his concerns with the new risk management insurance which was adopted at the August 21, 2018 Village Board meeting. He especially had concerns with the workmen compensation portion of the new insurance.

A citizen stated concerns about transparency in government over that past seventeen months. He also suggested that public comment should return to the end of the Village Board meeting agenda and should there should be time for a question and answer period. He would like to see public comment time increased to six (6) minutes and rescind the forty-five (45) minutes time limit for public comment. He would also like to see a moratorium on liquor and gambling licenses.

A citizen stated his disappointment with the Mayor and Village Board.

Motion was made by Trustee Younker, seconded by Trustee Glatz to consider approving the following Consent Agenda items:

The following Consent Agenda items were read by the Village Clerk:

A. CONSIDER A REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, SEPTEMBER 29, 2018 ON KILLARNEY COURT FROM 8106 TO 8139 INCLUDING CUL-DE-SAC FROM 1:00 P.M. TO 10:00 P.M.
B. CONSIDER THE APPOINTMENT OF DENISE MAIOLO AS THE VILLAGE’S ACCESSIBILITY COORDINATOR.
C. CONSIDER ADOPTING RESOLUTION NUMBER 2018-R-071 ADOPTING A NON-DISCRIMINATION POLICY.
D. CONSIDER THE APPOINTMENT OF TERICA KETCHUM AS THE VILLAGE’S FAIR HOUSING COMPLIANCE OFFICER.
E. CONSIDER ADOPTING RESOLUTION NUMBER 2018-R-070 APPROVING REVOCABLE ENCROACHMENT LICENSE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND BANGING GAVEL, LLC.
F. CONSIDER ADOPTING RESOLUTION NUMBER 2018-R-072 APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY.


President Vandenberg asked if anyone from the Board would like to remove or discuss any items from the Consent Agenda. No items were removed or discussed. Vote on roll call: Ayes: Younker, Pannitto, Berg, Brady, Glotz, Curran. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Berg, seconded by Trustee Glotz, to APPOINT THE FOLLOWING BOARD COMMITTEE ASSIGNMENTS.

FINANCE COMMITTEE
TRUSTEE, JOHN A. CURRAN, CHAIR
Trustee Michael J. Pannitto
Trustee Cynthia A. Berg

ADMINISTRATION & LEGAL COMMITTEE
TRUSTEE, MICHAEL J. PANITTO, CHAIR
Trustee Cynthia A. Berg
Trustee John A. Curran

PUBLIC SAFETY COMMITTEE
TRUSTEE, WILLIAM P. BRADY, CHAIR
Trustee Brian H. Younker
Trustee Michael W. Glotz

PUBLIC WORKS COMMITTEE
TRUSTEE, BRIAN H. YOUNKER, CHAIR
Trustee William P. Brady
Trustee Michael W. Glotz

ECONOMIC DEVELOPMENT & MARKETING COMMITTEE
TRUSTEE, CYNTHIA A. BERG, CHAIR
Trustee Michael J. Pannitto
Trustee John A. Curran

COMMUNITY DEVELOPMENT COMMITTEE
TRUSTEE MICHAEL W. GLOTZ, CHAIR
Trustee Brian H. Younker
Trustee William P. Brady

President Vandenberg asked if anyone cared to address the Board. No one came forward. Vote by voice call. President Vandenberg declared the motion carried.

Motion was made by Trustee Brady, seconded by Trustee Younker, to adopt and place on file RESOLUTION NUMBER 2018-R-069 RECOGNIZING FIRE PREVENTION WEEK IN THE VILLAGE OF TINLEY PARK FROM OCTOBER 7TH THROUGH OCTOBER 13TH, 2018. Fire Prevention Week is to be held in the Village of Tinley Park beginning October 7, 2018. All citizens are encouraged to do their share to provide a safe place in which to live and work by eliminating those fire hazards which cause the loss of life, property and resources. Fire Prevention Week is always scheduled to coincide with the anniversary of the Great Chicago Fire of 1871. President Vandenberg asked if anyone cared to address the Board. Deputy Chief Dan Riordan stated that the Fire Prevention Open House will be held on Saturday, October 6, 2018 at Fire Station 1. Vote by voice call. President Vandenberg declared the motion carried.
Motion was made by Trustee Glotz, seconded by Trustee Younker, to adopt and place on file 
ORDINANCE NUMBER 2018-O-053 GRANTING VARIATIONS FOR SIP WINE BAR TO 
ALLOW THE CONSTRUCTION OF A TWO (2) STORY BUILDING ADDITION AND SITE 
IMPROVEMENTS AT 17424 OAK PARK AVENUE. The Petitioner, Neal Humitsch of SIP 
Wine Bar, is seeking Variations from the Legacy Code, as listed in the August 16, 2018 Staff Report 
and the Ordinance, to permit the construction of a two (2) story building addition and site 
improvements on the property at 17424 Oak Park Avenue in the DC (Downtown Core) Zoning 
District. These Variations will allow the Petitioner to construct a building addition that will match 
the existing non-conforming and historic Dini Home. While there are several Variations required to 
bring this project into conformance, the intent of the Petitioner is to retain the historic and residential 
character of the property. The Variations will allow the petition to construct an addition that will 
include commercial space to operate SIP Wine Bar and a second-floor, 1,100 square foot apartment. 
The exterior building materials will match the existing siding in style and color and will be verified 
prior to construction. The Plan Commission held a Public Hearing on August 16, 2018 and voted 5-0 
to recommend the Variations in accordance with plans as listed in the “Listed Reviewed Plans” and 
Findings of Fact in the August 16, 2018 Staff Report. President Vandenbarg stated that this item was 
in its final adoption stage and asked if anyone cared to address the Board. No one came forward. 
President Vandenbarg declared the motion carried.

Motion was made by Trustee Glotz, seconded by Trustee Younker, to place on first reading 
RESOLUTION NUMBER 2018-R-056 APPROVING AND ACCEPTING A PLAT OF 
EASEMENT FOR PUBLIC ACCESS AT THE REAR (WEST SIDE) OF THE PROPERTY 
AT 17424 OAK PARK AVENUE – SIP WINE BAR. Per the Legacy Code (Section 
XII.2.A.11.d.) an alley is required to be dedicated along the rear of the property upon change of 
ownership. Until such time that the remainder of the block can provide for full improvement of an 
alley system, the Village requires a Plat of Easement instead of a dedication. The Plan Commission 
approved the Plat of Easement as part of the Site Plan approval with a vote of 5-0 at their August 16, 
2018 meeting. President Vandenbarg asked if anyone cared to address the Board. No one came 
forward. Vote by voice call. President Vandenbarg declared the motion carried.

Motion was made by Trustee Glotz, seconded by Trustee Younker, uphold the Zoning Board of 
Appeals decision to deny the Petitioner appeal to GRANT AN 18 FOOT (18’) SETBACK 
VARIATION TO THE PETITIONERS, JOHN & MARGARET OSUDAR TO PERMIT A 
REAR YARD SETBACK OF 12 FEET (12’) WHERE THE REQUIRED REAR YARD 
SETBACK IS 30 FEET (30’) TO CONSTRUCT A 240 SQUARE FOOT HOME ADDITION 
AT 16661 CHERRY HILL AVENUE IN THE R-4 PD (SINGLE FAMILY RESIDENTIAL, 
CHERRY HILL FARMS PUD) ZONING DISTRICT (OSUDAR). The property owners, John & 
Margaret Osudar, have requested an 18 foot (18’) rear yard setback Variation from Section V.B. 
Schedule II of the Zoning Code, to permit a rear yard setback of 12 feet (12’) where the minimum 
rear yard setback is 30 feet (30’) to construct a 240 square foot addition with an exterior comprised 
of glass and wood, instead of the required brick, at 16661 Cherry Hill Avenue in the R-4 PD (Single-
Family Residential, Cherry Hill Farms PUD) zoning district.

The Zoning Board of Appeals held a Public Hearing on August 23, 2018 and voted unanimously 0-4 
to deny the requested Variation in accordance with the “List of Reviewed Plans” and the Findings of 
Fact as indicated in the August 23, 2018 Staff Report. The Petitioner has appealed the unanimous 
decision of the ZBA and requests the Village Board overturn their decision. President Vandenbarg 
asked if anyone cared to address the Board. No one came forward. Vote by voice call. President 
Vandenbarg declared the motion carried.
Motion was made by Trustee Glotz, seconded by Trustee Berg, to adopt and place on file
ORDINANCE NUMBER 2018-O-052 APPROVING THE PURCHASE OF 18303
CONVENTION CENTER DRIVE. The Village has been in discussions with the owners of the
property at 18303 Convention Center Drive, just northwest of the convention center, about
purchasing the property for potential redevelopment. The Village and the owners have reached an
agreement to purchase the property for $650,000. Funds from the Oak Park Avenue (Convention
Center) TIF will be used to purchase the property. President Vandenberg stated that this item was in
its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote
President Vandenberg declared the motion carried.

Motion was made by Trustee Younker, seconded by Trustee Berg, to adopt and place on file
RESOLUTION NUMBER 2018-R-074 APPROVING A CONTRACT WITH P.T. FERRO
CONSTRUCTION COMPANY FOR THE 183RD STREET AND OAK PARK AVENUE
SIDEWALK/MULTI-USE PATH IMPROVEMENTS. The Village staff met in March to discuss
the potential projects in the TIF District that could be designed and constructed prior to the close of
the Oak Park Avenue (Convention Center) TIF on December 31, 2018. The sidewalk and multi-use
path construction was chosen as one of the projects. This project involves a new 10-foot wide Hot
Mix Asphalt multi-use path along the south side of 183rd Street from Convention Center Drive to
Oak Park Avenue and on the west side of Oak Park Avenue from South Pointe Drive to 183rd Street.
Concrete sidewalks will also be installed along Convention Center Drive and on the north side of
183rd Street in front of Culver’s. Bids were received as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Location</th>
<th>As Read Bid</th>
<th>As Calculated Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>P.T. Ferro Construction Company</td>
<td>Joliet, IL</td>
<td>$360,247.07</td>
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<td>D Construction, Inc.</td>
<td>Coal Ch, IL</td>
<td>$388,630.05</td>
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<tr>
<td>Gallagher Asphalt</td>
<td>Thornton, IL</td>
<td>$455,046.95</td>
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The Village budget provides sufficient funds for this project. This item was discussed at the Public
Works Committee Meeting held prior to this meeting. President Vandenberg stated that this item was
in its final adoption stage and asked if anyone cared to address the Board. No one came forward.
President Vandenberg declared the motion carried.

Motion was made by Trustee Younker, seconded by Trustee Brady, to place on first reading
RESOLUTION 2018-R-077 GRANTING A PLAT OF EASEMENT FOR THE 84TH AVENUE
AND 179TH STREET BIKE PATH EXTENSION – COM-ED PROPERTY TO THE DOG
PARK. Although 84th Avenue to 179th Street Bike Path Extension project was put on hold in the
current budget, it is prudent to finish up the process of getting the easement in place for the eventual
bike path construction. Gallagher and Henry have executed the easement from the Com-Ed property
across their parcel to the dog park. President Vandenberg asked if anyone cared to address the
Board. No one came forward. Vote by voice call. President Vandenberg declared the motion
carried.
Motion was made by Trustee Berg, seconded by Trustee Glotz, to APPROVE THE RECLASSIFICATION OF THE BUSINESS RETENTION SPECIALIST POSITION FROM PART-TIME TO FULL-TIME. Due to the recent Business Retention Specialist vacancy, staff is reevaluating the long-term needs of the department. Staff requests reclassifying the part-time Business Retention Specialist position to full-time. The current budget has allocated $66,687 for the Business Retention Specialist (including benefits). Human Resources provided a salary range for a full-time Business Retention Specialist as $54,330 to $75,962. Benefit costs may range from $39,475 to $44,933, with an overall increase in costs from $27,118 to $53,308. Sufficient funds exist in the overall Community Development budgets to support the anticipated increase in costs. The benefits expected by increasing the position to full-time include: larger pool of applicants; improve succession planning; and improved employee retention for a more consistent presence with the business community. This item was discussed at the Economic Development & Marketing Committee meeting held on August 28, 2018. President Vandenberg asked if anyone cared to address the Board. No one came forward. Vote by voice call. President Vandenberg declared the motion carried.

Motion was made by Trustee Brady, seconded by Trustee Younker, to adopt and place on file ADOPTING RESOLUTION 2018-R-075 AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. TO PROVIDE CIVIL ENGINEERING SERVICES FOR THE CONSTRUCTION OF FIRE STATION #2/47. Per the previously approved contract regarding general design and construction engineering services, Christopher B. Burke Engineering, LTD. has been assisting the Village with numerous civil engineering services and project management. This contract would allow Burke Engineering to assist the design team with topography design, utility coordination, watershed management, and document preparation for submittal with regulatory departments. These services will be done collectively with the previously selected Construction Management firm (R.C. Wegman), the architect (FGM), and Village of Tinley Park representatives to construct the replacement fire station and would be required to properly execute the scope of work contained within the contract documents at a cost of $82,100. This item was discussed at the Public Safety Committee meeting held on September 11, 2018. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Younker, Pannitto, Berg, Brady, Glotz, Curran. Nays: None. Absent: None. President Vandenberg declared the motion carried.

At this time, President Vandenberg asked if anyone from the Board would care to address the Board.

Trustee Glotz stated concerns with the disclosure of the BKD audit report by Village Board members.

President Vandenberg noted that the Village Board meeting schedule will be back to its regular schedule beginning in October. The Village Board meetings will be held on the first and third Tuesdays at 7:30 p.m. He also stated that the Love Is Harmony event with the Tinley Park Ministerial Association was a success. Soon flag created by citizens at this event will be displayed throughout the Village.

Motion was made by Trustee Younker, seconded by Trustee Brady, at 8:54 p.m. to adjourn to Executive Session to discuss the following:
A. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.

B. COLLECTIVE NEGOTIATING MATTERS BETWEEN THE PUBLIC BODY AND ITS EMPLOYEES OR THEIR REPRESENTATIVES, OR DELIBERATIONS CONCERNING SALARY SCHEDULES FOR ONE OR MORE CLASSES OF EMPLOYEES.

C. LITIGATION, WHEN AN ACTION AGAINST, AFFECTING OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE TRIBUNAL, OR WHEN THE PUBLIC BODY FINDS THAT AN ACTION IS PROBABLE OR IMMINENT, IN WHICH CASE THE BASIS FOR THE FINDING SHALL BE RECORDED AND ENTERED INTO THE MINUTES OF THE CLOSED MEETING.

D. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.

E. THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY.

Vote on roll call: Ayes: Younker, Pannitto, Berg, Brady, Glotz, Curran. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Pannitto, seconded by Trustee Brady, to adjourn the Executive Session and reconvene the regular Board meeting. Vote by voice call. President Vandenberg declared the motion carried and reconvened the regular Board meeting at 10:21 p.m.

Motion was made by Trustee Glotz, seconded by Trustee Brady, to adjourn the regular Board meeting. Vote by voice call. President Vandenberg declared the motion carried and adjourned the regular Board meeting at 10:21 p.m.

PLEASE NOTE: Where there is no summary of discussion on any items in the minutes, this reflects that no discussion occurred other than the introduction of the item.

APPROVED:

______________________________
Village President

ATTEST:

______________________________
Village Clerk
Village of Tinley Park

Resolution 2018-R-079
Recognizing Bürgermeister Erich Spamer and the Visiting Delegation from Büdingen, Germany

WHEREAS, on September 19, 1989, the Village of Tinley Park, Illinois, United States of America signed a Partnership City Relationship agreement with the City of Büdingen, Federal Republic of Germany; and
WHEREAS, this relationship is in its 29th year; and
WHEREAS, there have been over ten exchanges of citizens and ideas between our two municipalities since the agreement was signed in 1989; and
WHEREAS, this relationship has been recognized by the Sister Cities International organization for having the “largest person to person exchange of Sister Cities ever”; and
WHEREAS, in 1992 the Village of Tinley Park, Illinois hosted two hundred and eighty seven (287) residents of Büdingen, Germany; and
WHEREAS, in 1994 the City of Büdingen, Germany hosted two hundred and eighty one residents of Tinley, Park, Illinois; and
WHEREAS, the Village of Tinley Park, Illinois is currently hosting Bürgermeister Erich Spamer and nineteen (19) residents from Büdingen, Germany from October 1st through October 14th of this year; and

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, that October 2nd, 2018, be designated as Büdingen Day in the Village of Tinley Park, and I urge all citizens to join together and welcome our guests from Germany. If you see them around town, please extend a warm welcome and show them why Tinley Park is such a special place.

APPROVED this 2nd Day of October, 2018.

______________________________
Jacob C. Vandenberg
Village President

ATTEST:

______________________________
Kristin A. Thirion, Village Clerk

______________________________
Trustee Brian H. Younker

______________________________
Trustee Cynthia A. Berg

______________________________
Trustee Michael W. Glotz

______________________________
Trustee Michael J. Pannitto

______________________________
Trustee William P. Brady

______________________________
Trustee John A. Curran
Date: September 26, 2018
To: Patrick Carr, Asst. Village Manager
From: Forest Reeder, Fire Chief
Subject: Write Up / Back Up Information for Fire Department Recognition
October 2, 2018 Village Board Meeting

The Fire Department and Village Board wish to recognize crew members who have demonstrated actions of courage, dedication and professionalism in recent emergency responses. At this time, two responses during the month of August 2018 have been selected by the Mayor, Village Board, and Fire Chief to be recognized for Unit/Company Citations for the actions described below. This award is presented to a company that has demonstrated exceptional skills, proficiency, and dedication to duty while operating at an emergency incident.

8/14/2018 Building Fire 6240 167th Street – House Fire with Multiple Dogs Rescued 18:12

RECOGNITION FOR STATION #46 & STATION #47 FIRE AND AMBULANCE CREWS WHO RESPONDED TO A BUILDING FIRE ON TUESDAY, AUGUST 14, 2018 AT 1812 HOURS. AFTER ARRIVING ON THE SCENE AND FINDING A SINGLE FAMILY DWELLING ON FIRE, CREWS LEARNED THAT SEVERAL DOGS WERE IN THE HOUSE. THE MAIN FIRE WAS EXTINGUISHED AND FOUR DOGS WERE FOUND AND RESCUED FROM THE TOXIC ATMOSPHERE. FIRE AND AMBULANCE CREWS USED PET OXYGEN MASKS AND ANIMAL CPR TO REVIVE THE ANIMALS; WHO ALL FULLY RECOVERED.

Responding Crews:

B46 Assistant Chief Kris Dunn
Ambulance 46
Paramedic Jeff Roesner
Paramedic Justin Stephenson

E46 Lieutenant Bob Reynolds
Engineer Norm Roney
Firefighter Brad Roemer
Firefighter Matt Johnson
Ambulance 146
Paramedic Andy Isenhart
Firefighter Dave Adkins

E47 Lieutenant Don DeBias
Engineer Tony DeAdam
Ambulance 47
Paramedic Corey Schackle
Paramedic Hannah DeBruyn
8/22/2018 Child Birth Station 49 0320 hours

RECOGNITION FOR STATION #49 FIRE AND AMBULANCE CREWS WHO RESPONDED TO A WALK-IN INCIDENT ON WEDNESDAY, AUGUST 22, 2018 AT 0320 HOURS, FOR A CHILD BIRTH ASSIST. STATION CREWS ASSEMBLED TO AID THE PATIENT AND HER HUSBAND WHO WERE ON THE WAY TO THE HOSPITAL TO DELIVER THEIR THIRD CHILD. THE COUPLE STOPPED AT THE FIRE STATION FROM THEIR FRANKFORT SQUARE HOME AS THEY FELT THE BIRTH WAS IMMINENT. A VERY SHORT TIME LATER, CREWS HELPED DELIVER 'LEAH EMBER'. THE FAMILY HAS WELCOMED HER HOME AND EVERYONE IS DOING GREAT.

Engine 49
   Lieutenant Shawn Richards
   Engineer Joe Greco
   Firefighter Steve Grzeszkiewicz

Ambulance 49
   Paramedic Luke Wojciak
   Paramedic Corey Schackle

FFR/caf

cc: S. Klotz, Dep. Chief / Suppression
    L. Godette, Dep. Clerk
    FD Memo File
    Employee File
CONSIDER THE
APPOINTMENT OF

Joseph De Nova
as Associate Member

TO THE
COMMUNITY RESOURCE
COMMISSION
CONSIDER THE
APPOINTMENT OF

JOANNE DYKHUIZEN AS A
COMMISSIONER

TO THE
SISTER CITIES COMMISSION
CONSIDER THE APPOINTMENT OF PAULA WAGENER TO THE POSITION OF DEPUTY HR DIRECTOR

President Vandenberg
COMMENTS FROM THE STAFF
COMMENTS FROM THE PUBLIC
RAFFLE LICENSE APPLICATION

VILLAGE OF TINLEY PARK
16250 South Oak Park Avenue

DATE: 9-21-18

1. NAME OF ORGANIZATION: HARALD VIKING LODGE #13

2. ADDRESS: 6730 W. 175Th. ST.

3. MAILING ADDRESS IF DIFFERENT FROM ABOVE:

4. ADDRESS OF PLACE FOR RAFFLE DRAWING
   6730 W. 175Th. ST.

5. CHECK TYPE OF NOT-FOR-PROFIT ORGANIZATION: (MUST BE IN EXISTENCE FOR A PERIOD OF FIVE (5) YEARS AND ATTACHED DOCUMENTARY EVIDENCE)
   RELIGIOUS __  CHARITABLE __  LABOR __  FRATERNAL V  
   EDUCATIONAL __  VETERANS __  BUSINESS __

6. HOW LONG HAS THE ORGANIZATION BEEN IN EXISTENCE: 115 YEARS

7. PLACE AND DATE OF INCORPORATION: CHICAGO, MARCH 30, 1903

8. NUMBER OF MEMBERS IN GOOD STANDING: 160

9. PRESIDENT/CHAIRPERSON: BILL HENDRY
   ADDRESS: ____________________________  PHONE: ____________________________

10. RAFFLE MANAGER: LARRY NICHOLS
    ADDRESS: ____________________________  PHONE: ____________________________
     PHONE: ____________________________  EMAIL: ____________________________

11. DESIGNATED MEMBER(S) RESPONSIBLE FOR CONDUCT & OPERATION OF RAFFLE:
    NAME: LARRY NICHOLS
    ADDRESS: ____________________________  PHONE: ____________________________
    NAME: TONY GREYBILL
    ADDRESS: ____________________________  PHONE: ____________________________

(ATTACHED ADDITIONAL SHEET IF NECESSARY)
RAFFLE INFORMATION

12. DATE(S) FOR RAFFLE TICKET SALES (INCLUDE DAYS OF THE WEEK)

   Monday thru Sunday  10-3-18 until won

13. LOCATION OF TICKET SALES:

   6730 W. 175th St. Tinley Park

14. LOCATION FOR DETERMINING WINNERS:

   6730 W. 175th St. Tinley Park

15. DATE(S) FOR DETERMINING WINNERS: (INCLUDE DAYS OF THE WEEK)

   Every Tuesday

16. TOTAL RETAIL VALUE OF ALL PRIZES: $25,000

17. MAXIMUM RETAIL VALUE OF EACH PRIZE: $20,000

18. MAXIMUM PRICE CHARGED OF EACH TICKET (CHANCE) SOLD $1.00

19. § 132.38 FIDELITY BOND REQUIRED

   All operations of and the conduct of raffles as provided for in this subchapter shall be under the supervision of a single manager designated by the organization. Such manager shall give a fidelity bond in the sum of $165,000 or two times the aggregate value of prizes, whichever is less, in favor of the licensee conditioned upon his honesty in the performance of his duties. The bond shall provide that notice shall be given in writing to the Village of Tinley Park not less than 30 days prior to cancellation. Bonds as provided for in this section may be waived provided the license issued for such raffle shall contain a waiver provision and shall be approved only by unanimous vote of the members of the licensed organization.

   FIDELITY BOND ☒ WAIVER OF BOND STATEMENT BY ORGANIZATION

   "The undersigned attest that the above named organization is an organized not-for-profit under the laws of the State of Illinois and has been continuously in existence for five (5) years, preceding date of this application, and that during this entire five (5) year period preceding date of application, it has maintained a bona fide membership actively engaged in carrying out its objectives. The undersigned do hereby state under penalties of perjury that all statements in the foregoing application are true and correct; that the officers, operators and workers of the game are bona fide members of the sponsoring organization and are all of good moral character and have not been convicted of a felony; that if a license is granted hereunder, the undersigned will be responsible for the conduct of the games in accordance with the provisions of the laws of the State of Illinois and this jurisdiction governing the conduct of such games."

   X NAME OF ORGANIZATION: [Signature]

   X EXECUTIVE DIRECTOR: [Signature]
CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

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

PRODUCER: Dimond Bros. Insurance, LLC
188 Industrial Dr., #133
Elmhurst, IL 60126
Mark T. Petrus, CIC

INSURED: Harald Viking Lodge 13
6730 175th Street
Tinley Park, IL 60477-4042

INSURER A: Society Insurance
WAC #: 15281

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

FIDELITY/EMPLOYEE DISHONESTY LIMIT: $50,000

CERTIFICATE HOLDER:

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

CANCELLATION:

VGTINL2

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

AUTHORIZED REPRESENTATIVE:

Mark T. Petrus

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July 15, 2018

PLEASE SAVE THE DATE!

Patrick E. Rea, Village Clerk
Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, IL 60477

Dear Friend:

Misericordia is already planning for our Annual Misericordia/Jelly Belly Candy Days tag day fundraising event for next year. The dates for 2019 are Friday and Saturday, April 26 and 27. This letter is to provide you with advance notice of our upcoming fundraiser. Our official letter of request will be sent in late November.

As you know, each year our volunteers collect in street intersections and in front of heavy pedestrian walkways or stores and businesses, distributing tags and packets of Jelly Belly Candy while collecting donations.

We assure you that this tag day fundraiser makes a difference in the lives of the 600 children and adults who call Misericordia “Home”, as the funds we receive from the State cover only a portion of our program costs. This year we must raise $15 million to cover the cost of programs that are not reimbursed.

We believe that our residents can achieve, and we believe in the compassionate and generous people who share our mission. For many, a first visit to Misericordia is an eye-opening experience – from programs that provide independent living and work opportunities for our residents to round-the-clock care at the Mother McAuley Skilled Nursing Residence. We provide a full continuum of care and quality programs to meet the individual needs of all those who call Misericordia home.

If you need more information or have any questions, please contact Misericordia at 773-273-4189 or email mam1955@att.net or nancy.turvy@misericordia.com.

For your belief in Misericordia, for your past assistance, and your consideration of this request, we are most grateful. God’s blessings on you and yours.

Sincerely,

Sister Rosemary

Sister Rosemary Connelly, R.S.M.
Executive Director
THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2018-R-073

A RESOLUTION TO APPOINT A LOCAL GOVERNMENT DIRECTOR TO THE SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY

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

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

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125, Chicago, IL 60606
VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION NO. 2018-R-073

A RESOLUTION TO APPOINT A LOCAL GOVERNMENT DIRECTOR TO THE
SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY

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

WHEREAS, on September 18, 2018, the Village of Tinley Park approved an
Intergovernmental Agreement to establish the South Suburban Land Bank and Development
Authority (hereafter the “Authority”), a copy of which is attached hereto as Exhibit I; and

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

WHEREAS, said Local Government Director will represent Village of Tinley Park in
exercising the responsibilities of the Authority Board as set forth in the Intergovernmental
Agreement; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will
Counties, Illinois, have determined that it is in the best interest of said Village of Tinley Park to
appoint a local representative to serve as the Local Government Director of the Authority; and

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

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

SECTION 2: In accordance with the requirements of Section 5.01 of the Intergovernmental
Agreement, President and Board of Trustees of the Village of Tinley Park do hereby appoint the
Village’s Economic Development Manager to serve as a Local Government Director of the South
Suburban Land Bank and Development Authority. However, should the Village’s Economic
Development Manager be unavailable, the Village shall have a Community Development
Department staff position be an alternate.
SECTION 3: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

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

PASSED THIS 18th day of September, 2018.

AYES:

NAYS:

ABSENT:

APPROVED THIS 18th day of September, 2018.

ATTEST: ________________________________

VILLAGE PRESIDENT

______________________________
VILLAGE CLERK
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-073, "A RESOLUTION TO APPOINT A LOCAL GOVERNMENT DIRECTOR TO THE SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY," which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 18, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of September, 2018.

KRISTIN A. THIRION, VILLAGE CLERK
EXHIBIT 1

RESOLUTION 2018-R-072
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF TINLEY PARK
AND THE SOUTH SUBURBAN LAND BANK &
DEVELOPMENT AUTHORITY
THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2018-R-072

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY

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

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

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125, Chicago, IL 60606
VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION NO. 2018-R-072

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY

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

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.) provides that units of local government may contract with one another to perform any activity authorized by law; and

WHEREAS, the Village of Tinley Park ("Village") desires to enter into an Intergovernmental Agreement ("Agreement"), attached hereto as Exhibit 1, with the South Suburban Land Bank and Development Authority ("SSLBDA"), wherein the Village will become a member of the SSLBDA; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of said Village of Tinley Park to enter into said Agreement with the SSLBDA; and

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

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

SECTION 2: The President and Board of Trustees of the Village of Tinley Park hereby approve said Agreement substantially in the form, attached hereto as Exhibit 1, and made a part hereof, and the Village President and/or Village Manager are hereby authorized to execute and memorialize said Agreement, subject to review and revision as to form by the Village Attorney.

SECTION 3: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.
SECTION 4: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 18th day of September, 2018.

AYES: Younker, Pannitto, Berg, Brady, Glotz, Curran

NAYS: None

ABSENT: None

APPROVED THIS 18th day of September, 2018.

[Signature]
VILLAGE PRESIDENT

[Signature]
VILLAGE CLERK
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-072, "A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY," which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 18, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of September, 2018.

[Signature]
KRISTIN A. THIRION, VILLAGE CLERK
EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF TINLEY PARK
AND THE SOUTH SUBURBAN LAND BANK &
DEVELOPMENT AUTHORITY
INTERGOVERNMENTAL CONTRACT AND BY-LAWS

AN AGREEMENT TO ESTABLISH THE
SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY

This Intergovernmental Contract and By-Laws Agreement is entered this the 18th day of September, 2018 by and among the undersigned (each a “Community” and collectively the “Communities”), for the purpose of creating and establishing an intergovernmental entity to administer and operate a land bank in south suburban Cook and Will Counties (the “Counties”). The land bank will be a separate entity whose purpose will be to administer and carry out the objectives of this Agreement, in accordance with the terms of this Agreement, as written or amended in accordance with its terms. This Agreement is made pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 (the “Constitution”) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) (the “Act”) and has been authorized by the corporate authorities of each Community.

WHEREAS, in recent years a substantial number of properties in the Communities throughout the Counties have become vacant, dilapidated, and non-revenue generating; and

WHEREAS, these properties contain numerous violations of health and safety ordinances, contribute to the blight and deterioration of the Communities, and impose a significant economic burden upon the Communities; and

WHEREAS, there exists within the Communities the need for (i) the creation of safe, decent housing for existing and future residents, (ii) the return of abandoned properties to productive use including, but not limited to, the payment of tax revenues, (iii) opportunities for the revitalization of deteriorating residential, retail, industrial and commercial neighborhoods, and (iv) available properties for use as public parks, green spaces, water retention and other public purposes; and

WHEREAS, the Communities desire to enter into this cooperation agreement to create an intergovernmental entity as an independent land banking authority in order to address most efficiently and effectively these needs within the Communities; and

WHEREAS, the Communities may wish to exercise powers through an agreement with a Community or Communities, likely with home rule powers, which will be referred to as a “Host Community;” and

WHEREAS, the Communities agree that the establishment of such an authority would be beneficial to the people and government of the Communities;

NOW, THEREFORE, the Communities agree to the following terms in accordance with the authority set forth in the Illinois Constitution and laws of the State of Illinois:
ARTICLE I
AUTHORITY

Section 1.01. Authority. This Agreement is entered into pursuant to the authority set forth in Article VII, Section 10 of the Illinois Constitution and the laws of the State of Illinois set forth in 5 ILCS 220/1 et seq., and the authority granted to governments by Constitutional and statutory powers.

ARTICLE II
PURPOSE

Section 2.01. Purpose. Pursuant to and in accordance with this Agreement, the Communities shall jointly form and operate a land banking authority, named South Suburban Land Bank and Development Authority (the “Authority”), to foster the public purpose of combating community deterioration by returning property to productive use in order to provide open space, housing, industry, and employment for citizens of the Communities.

Section 2.02. Duties. In carrying out its purpose, the Authority shall, in accordance with applicable laws, codes, policies and procedures approved by the Authority Board and otherwise without limitation, manage and dispose of certain real and personal property and perform other functions, services, and responsibilities as may be assigned to the Authority by its Communities.

ARTICLE III
CREATION OF THE AUTHORITY

Section 3.01. Creation and Legal Status of the Authority. The Communities agree to cause the creation of the Authority as an intergovernmental entity to implement the functions, services, and responsibilities contemplated by this Agreement.

Section 3.02. Title to Authority Assets. Except as otherwise provided in this Agreement, the Authority shall have exclusive title to all real property transferred to, purchased by, or otherwise obtained by the Authority. No Community, other than a Host Community, shall have an ownership interest in Authority property.

Section 3.03. Compliance with Law. The Authority shall comply with all applicable federal and State laws, rules, regulations, and orders.

Section 3.04. Relationship of Communities. The Communities agree that no Community shall be responsible or liable, in whole or in part, for the acts of the Authority, or the employees, agents, and servants of the Authority, or any other Community acting separately or in conjunction with the implementation of this Agreement. The Communities shall only be bound and obligated under this Agreement as expressly agreed to by each Community. No Community may obligate any other Community.
Section 3.05. No Third-Party Beneficiaries. Except as otherwise specifically provided, this Agreement does not create in any person or entity other than a Community any direct or indirect benefit, obligation, duty, promise, right to be indemnified, right to be subrogated to any Community’s rights under this Agreement, and/or any other right or benefit.

ARTICLE IV
POWERS OF THE AUTHORITY

Section 4.01. Powers of the Authority. The Communities hereby confer upon the Authority, to the full extent of the constitutional and statutory authority of the Communities, the authority to do all things necessary or convenient to implement the purposes, objectives, and provisions of this Agreement, and take all related actions. Among other powers, the Authority shall exercise, combine, and enjoy the authority of its home rule Communities to:

(a) Accept conveyances of real and personal property from the Counties, the Communities, any other governmental unit, and from private third parties;

(b) Hold in its name for the benefit of the Authority, all properties transferred or conveyed to it by the Communities, all tax delinquent properties acquired by it pursuant to this Agreement, and all properties otherwise acquired;

(c) Extinguish past due tax liens from property foreclosed upon by the Communities in their tax collection capacities, to the extent permitted by law;

(d) Sue and be sued in its own name, including, defending the actions of the Authority;

(e) Borrow money and issue notes through the Authority or a Host Community;

(f) Enter into contracts and other instruments in any capacity, necessary, incidental, or convenient to the performance of the Authority’s duties and the exercise of its powers, including, but not limited to, agreements with Communities regarding the disposition of Authority properties located within their respective municipal boundaries;

(g) Solicit and accept gifts, grants, labor, loans, and other aid from any person or entity, or the federal government, the State of Illinois, or a political subdivision of the State of Illinois, or any agency of the federal government;

(h) Procure insurance or another method to reduce loss in connection with the property, assets, or activities of the Authority;

(i) Invest money of the Authority, in instruments, obligations, securities, or property which are permitted investments of a unit of local government or a Host Community;

(j) Employ legal and technical experts, other officers, agents, or employees, to be paid from the funds of the Authority. The Authority shall determine the qualifications, duties, and compensation of those it employs. The Board of Directors of the Authority
may delegate to one or more Communities, officers, agents, or employees any powers
or duties it considers proper;

(k) Contract for goods and services and engage personnel as necessary, to be paid from
the funds of the Authority;

(l) Study, develop, and prepare any reports or plans the Authority considers necessary to
assist it in the exercise of its powers under this Agreement and to monitor and evaluate
the progress of the Authority under this Agreement;

(m) Enter into contracts for the demolition of, the maintenance, management, and
improvement of, the collection of rent from, or the sale of real property held by the
Authority; and

(n) Do all other things necessary or convenient to achieve the objectives and purposes of
the Authority or other laws that relate to the purposes and responsibilities of the
Authority.

Section 4.02. Limitation on Political Activities. The Authority shall not spend any public funds
on political activities.

Section 4.03. Non-Discrimination. The Authority shall comply with all applicable laws
prohibiting discrimination. The Authority shall not fail or refuse to hire, recruit, or promote;
demote; discharge; or otherwise discriminate against a person with respect to employment,
compensation, or a term, condition, or privilege of employment because of religion, race, color,
national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations,
disability, or genetic information that is unrelated to the person's ability to perform the duties of a
particular job or position. The Authority shall not provide services in a manner that discriminates
against a person with respect to employment, compensation, or a term, condition, or privilege of
employment because of religion, race, color, national origin, age, sex, sexual orientation, height,
weight, marital status, partisan considerations, disability, or genetic information that is unrelated
to the person's ability to receive services from the Authority.

ARTICLE V
BOARD OF DIRECTORS

Section 5.01. Authority Board Composition. The Authority shall be governed by the Board of
Directors (the "Board"), which shall be comprised of three (3) categories of directors:

A. Local Government Directors.

Each Community shall appoint by resolution of its governing body a local
representative to serve for a three-year term as a Director of the Authority. The local
representative shall be either: (i) the mayor or village president, (ii) a member of the
city council or village board, (iii) the city manager or administrator, or (iv) other
city/village staff person. The Executive Director of the South Suburban Mayors and Managers Association (SSMMA) will serve as a Local Government Director on the Authority Board for a period of two years from the effective date of this Agreement. Local Government Directors serve until a successor is appointed.

A Local Government Director may assign his/her voting powers to the Community’s mayor/president or city manager/administrator for one or more meetings. The temporary assignment must be in written form, identify the duration of the assignment, contain an original signature of the Local Government Director, and be presented to the Chairperson of the Board of Directors prior to the effective date of the assignment.

B. Expert Directors. The Local Government Directors shall appoint up to five (5) directors who have experience in fields related to the objectives and functions of the Authority, including real estate development, community development, economic development, finance, urban planning, affordable housing, or other related areas. In no event shall the number of Expert Directors exceed the number of local government directors minus one (1). Expert Directors shall serve for a term of two years and shall serve until a successor is appointed.

C. Ex Officio Directors. The Board of Directors may from time to time appoint non-voting Ex Officio Directors. Ex Officio Directors shall serve until replaced by act of the Board of Directors.

Section 5.02. Removal. A member of the Authority Board appointed under Section 5.01 may be removed for any reason deemed in the best interests of the Authority by action of the Board of Directors.

Section 5.03. Vacancies. Any vacancy among the Board caused by death, resignation, disqualification, or removal shall be filled as soon as practicable. The vacancy shall be filled for the remainder of the unexpired term in the same manner as the original appointment.

Section 5.04. Election and Duties of Officers. A Chairperson, Vice-Chairperson, and Secretary/Treasurer (collectively “Officers”) shall be elected from the pool of Local Government Directors, by a majority vote of the Board of Directors, to serve two year terms.

A. Chairperson. The Chairperson shall be the principal executive officer of the Authority and shall preside at all meetings of the Board of Directors. Subject to any policies adopted by the Board of Directors, the Chairperson shall have the right to supervise and direct the management and operation of the Authority and to make all decisions as to policy and otherwise which may arise between meetings of the Board of Directors, and the other officers and employees of the Authority shall be under the Chairperson’s supervision and control during such interim. The Chairperson shall give, or cause to be given, notice of all meetings of the Board of Directors. The Chairperson’s duties shall include execution of all deeds, leases, and contracts of the Authority authorized by the Board. The Chairperson shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe.
B. **Vice-Chairperson.** The Vice-Chairperson, shall, in the absence or disability of the Chairperson, perform the duties and have the authority and exercise the powers of the Chairperson. The Vice Chairperson shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe or as the Chairperson may from time to time delegate.

C. **Secretary/Treasurer.** The Secretary/Treasurer shall be responsible for all of the following tasks:

1. The Secretary/Treasurer shall take, keep, and file the minutes of all meetings. The Secretary/Treasurer shall assure that all votes, actions and the minutes of all Board meetings are recorded and shall perform like duties for the Executive and other committees when required.

2. The Secretary/Treasurer shall be responsible financial oversight of the Authority. The Secretary/Treasurer shall ensure the Authority has the custody of the Authority funds and securities and shall ensure that the Authority keeps full and accurate accounts of receipts and disbursements of the Authority, and shall ensure that all the deposit of monies and other valuables are in the name and to the credit of the Authority into depositories designated by the Board of Directors.

3. The Secretary/Treasurer shall ensure the disbursement of funds of the Authority as ordered by the Board of Directors, and that financial statements are prepared each month or at such other intervals as the Board of Directors shall direct.

4. The Secretary/Treasurer shall be under the supervision of the Chairperson. The Secretary/Treasurer shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe or as the Chairperson may from time to time delegate.

**Section 5.05. Meetings.** The Authority Board shall meet at least annually. The place, date, and time of the Authority Board’s meetings shall be determined at the discretion of the Authority Board in accordance with all applicable Illinois laws. The Authority Board may meet at any time and at any frequency that is consistent with Illinois law. Meetings may be called by the Chairperson or any two voting members of the Authority Board. To the extent it applies, meetings shall be held in compliance with the Illinois Open Meetings Act, 5 ILCS 120/1 et seq. (“Open Meetings Act”).

**Section 5.06. Quorum and Voting.** A quorum shall be necessary for the transaction of any business by the Authority Board. A majority of the Authority Board, which shall include a majority of Local Government Directors appointed and serving, shall constitute a quorum for the transaction of business. The Authority Board shall act by a majority vote at a meeting at which a quorum is present provided that such majority includes a majority of Local Government Directors appointed and serving, except as otherwise provided in this Agreement. The Board can permit electronic or remote attendance in accordance with the Open Meetings Act.
Section 5.07. Records of Meetings. Minutes shall be transcribed at all meetings, approved by the Authority Board, and maintained by the Authority.

Section 5.08. Executive Committee. The Authority Board may choose Directors to serve on an Executive Committee. The Executive Committee shall include the officers of the Authority. In addition, Ex Officio Directors may be chosen to serve as non-voting members of the Executive Committee. The Executive Committee shall exercise such powers and responsibilities as are granted it in the motion creating the Committee, and in later amendments to the motion.

Section 5.09. Other Committees. The Board of Directors may provide for such other committees consisting in whole or in part of persons who are not directors of the Authority, as it deems necessary or desirable, and discontinue any such committee at its pleasure. To the extent allowed by this Agreement, each such committee shall have such powers and perform such specific duties or functions prescribed to it by the Authority Board.

Section 5.10. Fiduciary Duty. The members of the Authority Board have a fiduciary duty to conduct the activities and affairs of the Authority in the Authority's best interests. The members of the Authority Board shall discharge their duties in good faith and with the care an ordinarily prudent individual would exercise under similar circumstances.

Section 5.11. Compensation. The members of the Authority Board shall receive no compensation for the performance of their duties. The Authority may reimburse members of the Authority Board for actual and necessary expenses incurred in the discharge of their official duties.

Section 5.12. Conflict of Interest. No member of the Authority Board shall vote on any matter in which such Director or any parent, spouse, child, partner, employer, client or similar business or personal relationship or entity has an interest in any property or business that would be affected by such action. Directors shall annually disclose all known conflicts of interest. In the event that a Director abstains from a specific vote due to a conflict of interest, the conflict shall be identified in the Board’s meeting minutes.

ARTICLE VI

PROVISIONS FOR STAFFING AND RETENTION OF OUTSIDE SERVICES

Section 6.01. Employment and Compensation of Staff. The Authority shall directly employ, through contract or otherwise, any staff deemed necessary to carry out the duties and responsibilities of the Authority. In the event that the Authority employs any individual, by contract or otherwise, the Authority Board shall have the authority to set the terms and conditions of employment, including benefits and compensation. The Authority, its Board and Executive Committee may also retain independent contractors.

ARTICLE VII

PROPERTY ACQUISITION, MANAGEMENT, AND DISPOSITION
Section 7.01. Acquisition of Property. Except as otherwise provided in this Agreement, the Authority may exercise the powers of an Illinois intergovernmental entity and the powers of its non-home rule or of its home rule Communities to acquire by gift, devise, transfer, exchange, foreclosure, purchase, or any other means real or personal property or rights or interests in real or personal property on terms and conditions and in a manner the Authority considers proper or necessary to carry out the purposes of this Agreement. Real property acquired by the Authority by purchase may be made by purchase contract, lease purchase agreement, installment sales contract, land contract, donative transfer, grant, or otherwise.

Section 7.02. Execution of Legal Documents Relating to Property. All deeds, mortgages, contracts, leases, purchases, or other agreements regarding property of the Authority, including agreements to acquire or dispose of real property, shall be approved by and executed in the name of the Authority or a Host Community in accordance with policies and procedures that are approved by the Authority Board.

Section 7.03. Holding and Managing Property. The Authority may exercise the authority of its home rule Communities to hold and own in its own name any property acquired by the Authority or otherwise transferred or conveyed to the Authority by the State, a foreclosing government unit, a local government unit, an intergovernmental entity, or any other public or private person. The Authority may control, hold, manage, maintain, operate, repair, lease, convey, demolish, relocate, rehabilitate, or take all other actions necessary to preserve the value of the property it holds or owns.

Section 7.04. Transfer of Interests in Property. The Authority may exercise the authority of its home rule Communities to convey, sell, transfer, exchange, lease, or otherwise dispose of property or rights or interests in property in which the Authority holds a legal interest to any public or private person or entity for any amount of consideration the Authority considers proper and fair.

ARTICLE VIII
BORROWING, CHECKS, DEPOSITS AND FUNDS

Section 8.01. Bonding and Borrowing. Any borrowing of money or notes by the Authority shall be approved by the Board of Directors.

Section 8.02. Checks, Drafts, Notes, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Authority shall be signed by such officer or officers, agent or agents, of the Authority and in such other manner as may from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Secretary/Treasurer and countersigned by the Chairperson or the Vice-Chairperson of the Authority. The Board of Directors shall require all individuals who handle funds of the Authority to qualify for a security bond to be obtained by the Authority, at the expense of the Authority, in an amount not less than $100,000.00.
Section 8.03. Deposits. All funds of the Authority shall be deposited from time to time to the credit of the Authority in such banks, trust companies or other depositories as the Board of Directors may select.

Section 8.04. Gifts. The Authority may acquire by gift, bequest, or devise any real or personal property or interests in real or personal property for the general purposes or for any special purpose of the Authority on terms and conditions and in a manner the Board of Directors considers appropriate.

ARTICLE IX
BOOKS, RECORDS, AND FINANCES

Section 9.01. Authority Records. The Authority shall keep and maintain at its principal office, all documents and records of the Authority, which shall be available to the Communities upon request. The records shall include, but not be limited to, a copy of this Agreement along with any amendments to the Agreement. The records and documents shall be maintained until the termination of this Agreement and shall be delivered to any successor entity.

Section 9.02. Annual Reports. Not less than annually, the Authority shall file with the Communities a report detailing the activities of the Authority, the total income and expenses of the Authority, an inventory of real property held by the Authority, and a list of employees of the Authority. The Authority shall provide any additional information as may be reasonably requested by the Communities.

Section 9.03. Freedom of Information Act. To the extent that the Illinois Freedom of Information Act (FOIA), 5 ILCS 140/1 et seq., applies to the Authority, the Secretary shall be the designated FOIA officer for all requests.

Section 9.04. Establishment of Budget and Annual Contribution. The Authority Board shall establish the Authority’s budget annually and submit this budget to the Communities for each Fiscal Year. The Budget may be amended by action of the Board. The Budget may provide for requested annual contributions, if any, from the Communities, which shall be based on a formula equally applied.

Section 9.05. Financing. The Communities may, but shall not be obligated to, grant or loan funds to the Authority for operations of the Authority. The Communities may, but shall not be obligated to, enter into separate agreements with the Authority for the performance of services, functions and responsibilities.

Section 9.06. Deposits and Investments. The Authority shall deposit and invest funds of the Authority, not otherwise employed in carrying out the purposes of the Authority, in accordance with an investment policy established by the Authority Board.

Section 9.07. Disbursements. Disbursements of funds shall be in accordance with guidelines established by the Authority Board.
Section 9.08. Financial Statements and Reports. The Authority shall annually have an audit prepared. Such financial statements shall be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm.

Section 9.09. Fiscal Year. The fiscal year of the Authority shall begin on January 1 of each year and end on the following December 31.

ARTICLE X
INDEMNITY AND INSURANCE

Section 10.01. General. Notwithstanding any provision in this Agreement to the contrary, individuals who serve as Directors, officers, employees and agents shall have all rights of indemnification and defense provided under law.

Section 10.02. Third Party Actions. The Authority shall hold harmless, defend and indemnify any person or Community, including South Suburban Mayors and Managers Association, who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Authority) by reason of the fact that he, she or it is or was a Director, officer, member, employee or agent of the Authority, or who is or was serving at the request of the Authority as a Director, officer, agent of another Authority, partnership, joint venture, trust or other enterprise, against any amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Authority, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Authority, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

Section 10.03. Insurance. The Authority may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Authority, or who is or was serving at the request of the Authority as a Director, officer, employee or agent of another Authority, partnership, joint venture, trust or other enterprise, against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his or her status as such.

Section 10.04. No Waiver of Governmental Immunity. The Communities agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Community of any governmental immunity provided under any applicable law.

ARTICLE XI
COMMENCEMENT ADDITIONAL COMMUNITIES AND WITHDRAWALS
Section 11.01. Commencement. The Authority shall commence its existence as an intergovernmental entity when three (3) or more of the Communities, whose names are set forth on Exhibit "A," attached to and made a part of this Agreement have, by acts of their Corporate Authorities, approved this Intergovernmental Contract and By-Laws document, or the Board of Directors of an intergovernmental entity, with at least three (3) of the Communities set forth on Exhibit "A," have validly amended their prior intergovernmental agreement to adopt as a substitute these provisions. Once in existence, the initial term of the Authority shall be for the remainder of that portion of the fiscal year to come, which shall end December 31st.

Section 11.02. Additional Communities. The Board of Directors may admit Communities as members of the Authority upon a concurrence of at least two-thirds (2/3) of the Local Government Directors and also at least two-thirds (2/3) of the entire voting members of the Board of Directors in each case appointed and serving. The Community may be admitted to membership under whatever terms and conditions the Board of Directors shall establish, but such new Communities shall be subject to at least the minimum requirements, which apply to all other Communities. By a unanimous vote of the Board of Directors, the power to admit new Communities may be assigned to the Executive Committee under whatever terms and conditions are included within the authorizing motion. Additional “Communities” shall be limited to units of local government in the State of Illinois.

Section 11.03. Withdrawal as a Party. Any Community to this Agreement shall have the right to withdraw as a party to this Agreement, and thereby terminate its participation in the Authority at the expiration of the first term and thereafter at any subsequent one-year term by giving sixty (60) calendar days advance written notice to all other parties to this Agreement. Upon the effective withdrawal of any Community to this Agreement, the Community so withdrawing will forfeit any and all rights to whatever funds or other assets the Community has contributed to the Authority. To the extent that any withdrawing Community incurs an obligation to the Authority prior to withdrawal, said Community shall remain legally and financially responsible for that obligation after withdrawal.

Section 11.04. Expulsion of Communities. By the concurring vote of at least two-thirds (2/3) of the Local Government Directors and also at least two-thirds (2/3) of the entire voting members of the Board of Directors, in each case appointed and serving, any Community may be expelled. Such expulsion may be carried out for one or more of the following reasons: (a) Failure to make payments due to the Authority; (b) Failure to transfer property to the Authority which it had previously agreed in writing to do; (c) Failure to maintain or clear property, or transfer to the Authority or at any time for which it had made a written pledge to carry out such activities; (d) Failure to carry out any obligation of a Community which impairs the ability of the Authority to carry out its purpose or powers. No Community may be expelled except after notice from the Chairman of the alleged failure, along with a reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Community may request a hearing before the Board of Directors before any decision is made as to whether the expulsion shall take place. The Board shall set the date for hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. The decision by the Board to expel a Community after notice and hearing and a failure to cure the alleged defect shall be final in the absence of fraud or a gross abuse of discretion. The Board of Directors shall select the date at which the expulsion of the
Community shall be effective. If the motion to expel the Community, made by the Board of Directors or a subsequent motion does not state the time at which the expulsion shall take place, such expulsion shall take place thirty (30) days after the date of the vote of the Board of Directors expelling the Communities. A motion to expel a Community for the reasons set forth in Subsection (a) or Subsection (d) or more than one failure to cure may be made and be effective immediately after the vote of the Board of Directors expelling the Community. After expulsion, the former Community shall continue to be fully obligated for its portion of any payments due to the Authority or other obligations which were created during the time of its membership.

ARTICLE XII
AMENDMENTS TO AGREEMENT

Section 12.01. Amendments. Any amendments to this Agreement shall be in writing and shall have a concurrence of at least two-thirds (2/3) of the Local Governmental Directors and also two-thirds (2/3) of the entire voting Members of the Board of Directors, in each case appointed and serving.

ARTICLE XIII
DURATION, TERMINATION AND DISSOLUTION OF AGREEMENT

Section 13.01. Duration of Agreement. Except for the initial period of the Authority’s existence, which extends until the beginning of the first complete fiscal year on January 1st, this Agreement shall remain in full force and effect for periods of one (1) fiscal year. At the beginning of each fiscal year, the Agreement shall be renewed automatically unless terminated in accordance with the provisions of this Agreement.

Section 13.02. Decision to Dissolve. A decision to dissolve the Authority and to distribute the Authority’s assets in a particular manner in accordance with this Agreement shall require a concurring vote of at least two-thirds (2/3) of the Local Government Directors and also at least two-thirds (2/3) of the entire voting members of the Board of Directors, in each case appointed and serving, and provided that written notice of such meeting has included a full description of the plan of dissolution.

Section 13.03. Dissolution and Distribution of Assets. In the event this Agreement is terminated, the Authority shall dissolve and conclude its affairs, first paying all of the Authorities’ debts, liabilities, and obligations to its creditors and then paying any expenses incurred in connection with the termination of the Authority. If any assets remain, they shall be distributed to any successor entity, subject to a concurring vote of at least two-thirds (2/3) of the Local Government Directors and also at least two-thirds (2/3) of the entire voting members of the Board of Directors in each case appointing and serving. In the event that no successor entity exists, the remaining assets shall be distributed to the Communities or in a manner as otherwise agreed upon by them.

ARTICLE XIV
MISCELLANEOUS

Section 14.01. Notices. Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Community shall be sent to that Community by
All correspondence shall be considered delivered to a Community as of the date that such notice is deposited with sufficient postage with the United States Postal Service. Any notice of withdrawal shall be sent via certified mail. Correspondence or notices shall be sent to the persons and addresses indicated below or to such other addresses as a Community shall notify the other Communities of in writing pursuant to the provisions of this section:

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<tr>
<th>If to the Village of Park Forest:</th>
<th>If to the City of Oak Forest:</th>
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<td>Village Manager</td>
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<td>Village of Park Forest</td>
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<td>350 Victory Drive</td>
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<td>Park Forest, Illinois 60466</td>
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<th>If to the Village of Midlothian:</th>
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<th>If to the Village of Hazel Crest:</th>
<th>If to the Village of Phoenix:</th>
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14
Section 14.02. Entire Agreement. This Agreement sets forth the entire agreement between the Communities and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this Agreement. The terms and conditions of this Agreement are contractual.

Section 14.03. Interpretation of Agreement. All powers granted to the Authority under this Agreement shall be interpreted broadly to effectuate the intent and purposes of the Agreement and not to serve as a limitation of powers. The language of all parts of this Agreement shall in all cases be construed as a whole according to its plain and fair meaning and not construed strictly for or against any Community.

Section 14.04. Severability of Provisions. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion thereof, shall not affect the validity of the remaining provisions of this Agreement.

Section 14.05. Governing Law. This Agreement is made and entered into in the State of Illinois and shall in all respects be interpreted, enforced, and governed under the laws of the State of Illinois without regard to the doctrines of conflict of laws. Jurisdiction and agreed upon venue shall be in the Circuit Court of Cook County.

Section 14.06. Captions and Headings. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning or to be interpreted as part of this Agreement.

Section 14.07. Terminology. All terms and words used in this Agreement, regardless of the number, are deemed to include any other number as the context may require.

Section 14.08. Effective Date. This Agreement shall become effective as of the date of approval below.

Section 14.09. Binding Authority. The individuals executing this Agreement on behalf of the Communities represent that they have the legal power, right, and actual authority to bind their respective Community to the terms and conditions of this Agreement.

Section 14.10. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.
This Intergovernmental Contract and By-Laws Agreement was Approved by the Corporate Authorities of the Village of Tinley Park on the 18th day of September, 2018.

[Signature]
Mayer/President

[Signature]
Attest
EXHIBIT A

LIST OF COMMUNITIES

Village of Park Forest, Illinois
City of Oak Forest, Illinois
City of Blue Island, Illinois
Village of Richton Park, Illinois
Village of Saug Village, Illinois
Village of Midlothian, Illinois
Village of Hazel Crest, Illinois
Village of Phoenix, Illinois
Village of Summit
Village of Dolton
City of Joliet
Village of Steger
City of Chicago Heights
Village of Ford Heights
Village of Robbins
Village of Olympia Fields
Village of Homewood
Village of Lansing
Village of University Park
Village of Matteson
Village of Lynwood
City of Kankakee
Village of Crete
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4 Vouchers for bank code: ap_py

Bank total: 13,705.82
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60-00-000-20599                              | 8.13    |
|         |          |                                             |                 |                              | Total : 8.13                     |         |
| 178428  | 9/21/2018| ADVOCATE CHRIST MEDICAL CNTR                | 090518          |                              | 1 BLS INSTRUCTOR CARD
01-20-000-73606                              | 10.00   |
|         |          |                                             |                 |                              | Total : 10.00                     |         |
| 178429  | 9/21/2018| AIR ONE EQUIPMENT, INC                      | 135764          |                              | HOSE, FITTINGS, PARTS
01-19-000-72578                              | 272.97  |
|         |          |                                             | 135994          |                              | CART
01-19-000-72644                              | 595.00  |
|         |          |                                             |                 |                              | CART
01-19-000-72644                              | 30.85   |
|         |          |                                             | VTP-016063      |                              | Total : 898.82                    |         |
| 178430  | 9/21/2018| ALBERTSONS/SAFeway                           | 728003-090418-3165 |                              | **** 0410 GIFT CARDS/BINGO & OK
01-41-056-72937                              | 250.00  |
|         |          |                                             | 01-41-056-72954 |                              |                              | 250.00  |
|         |          |                                             | 805641-090718-3165 |                              | **** 0415 BREAKFAST ITEMS
01-12-000-72220                              | 58.01   |
|         |          |                                             | 809544-091318-3165 |                              | **** 0415 BREAKFAST ITEMS
01-12-000-72220                              | 48.96   |
|         |          |                                             |                 |                              | Total : 606.97                    |         |
| 178431  | 9/21/2018| AMPEST EXTERMINATION LLC                    | 66116           |                              | TREAT INSIDE LIGHT POLE FOR BE
01-23-000-72790                              | 175.00  |
|         |          |                                             |                 |                              | Total : 175.00                    |         |
| 178432  | 9/21/2018| ANTHEM BLUE CROSS BLUE SHIELD               | AP000059423457  |                              | HEALTH INS EXPENSE-SEPT PMT/
60-00-000-72435                              | 360.67  |
|         |          |                                             |                 |                              | Total : 360.67                    |         |
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|         |          |                                             |                 |                              | Total : 292.95                    |         |
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# Voucher List

## Village of Tinley Park

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121 Vouchers for bank code: apbank

125 Vouchers in this report

The Tinley Park Village Board having duly met at Village Hall do hereby certify that the following claims or demands against said village were presented and are approved for payment as presented on the above listing.

In witness thereof, the Village President and Clerk of the Village of Tinley Park, hereunto set their hands.

______________________________ Village President

______________________________ Village Clerk

______________________________ Date
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**Village of Tinley Park**

**Bank code:** apbank

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|          |          |                                             | 32892   | FAIRFIELD LANE & GLENSHIRE ST  
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|          |          |                                             | 32894   | POST #13 BROOKSIDE GLEN LIFT #  
01-23-000-72881)                                      | 65.64    |
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01-23-000-72881)                                      | 62.52    |
|          |          |                                             | 32902   | 183RD ST MEDIANS (FROM 94TH A'  
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01-17-205-72170                                      | 423.15   |
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| 178563   | 9/28/2018| BLACK DIRT INC.                              | 090718-877 | 4 WHEELER DIRT  
01-23-000-73680)                                      | 240.00   |
|          |          |                                             | 091918-338 | 4 WHEELER DIRT  
01-23-000-73680)                                      | 240.00   |
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| 178564   | 9/28/2018| BONAREK, DAVID                               | 092618  | REIM.EXP. CDL LICENSE  

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The Tinley Park Village Board having duly met at Village Hall do hereby certify that the following claims or demands against said village were presented and are approved for payment as presented on the above listing.

In witness thereof, the Village President and Clerk of the Village of Tinley Park, hereunto set their hands.

______________________________ Village President

______________________________ Village Clerk

______________________________ Date
THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2018-R-076

A RESOLUTION APPROVING AND ACCEPTING A PLAT OF EASEMENT FOR PUBLIC ACCESS AT THE REAR (WEST SIDE) OF THE PROPERTY AT 17424 OAK PARK AVENUE (SIP WINE BAR)

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

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

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125, Chicago, IL 60606
VILLAGE OF TINLEY PARK  
Cook County, Illinois  
Will County, Illinois

RESOLUTION NO. 2018-R-076

A RESOLUTION APPROVING AND ACCEPTING A PLAT OF  
EASEMENT FOR PUBLIC ACCESS AT THE REAR (WEST SIDE) OF  
THE PROPERTY AT 17424 OAK PARK AVENUE (SIP WINE BAR)

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

WHEREAS, the Village of Tinley Park (“Village”), has considered a Plat of Easement (“Plat”) for ingress and egress from Community Services Foundation, an Illinois Corporation (“Owner”), to facilitate cross access and a future alley system behind the rear of the building; and

WHEREAS, a true and correct copy of said Plat is 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 interest of said Village of Tinley Park that said Plat be approved and accepted; and

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

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

SECTION 2: That the President and Board of Trustees of the Village of Tinley Park hereby approve and accept the Plat, attached hereto as Exhibit 1, and all necessary Village Officials are hereby authorized to execute the Plat prior to the final recording subject to review and revision as to form by the Village Attorney and Village Staff.

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

SECTION 4: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.
PASSED THIS 18th day of September, 2018.

AYES:

NAYS:

ABSENT:

APPROVED THIS 18th day of September, 2018.

ATTEST:

__________________________
VILLAGE PRESIDENT

__________________________
VILLAGE CLERK
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-076, “A RESOLUTION APPROVING AND ACCEPTING A PLAT OF EASEMENT FOR PUBLIC ACCESS AT THE REAR (WEST SIDE) OF THE PROPERTY AT 17424 OAK PARK AVENUE (SIP WINE BAR),” which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 18, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of September, 2018.

KRISTIN A. THIRION, VILLAGE CLERK
GRANT OF EASEMENT
FOR PUBLIC INGRESS, EGRESS AND ACCESS TO THE VILLAGE OF TINLEY PARK

Legal Description
The West 2.00 feet of Lot 4 in Village & Owners’ Resubdivision of Lots I through 9 both inclusive in Herman Schmeichl’s Subdivision in the Southeast Quarter of Section 30, Township 36 North, Range 11 East of the Third Principal Meridian, according to the plats thereof recorded June 18, 2018 as Document No. 1816916082, in Cook County, Illinois.

Affects PIN: 28-30-

State of Illinois
County of Cook

I, BRADLEY L. LUEHL, an Illinois Professional Land Surveyor, do hereby certify that I have prepared the herein described plan, for the purpose of granting an easement as described herein for public ingress, egress and access.

Dated in South Holland, Illinois, August 1, 2018.

Bradley L. Luehn
Licensed Number 01-085188
Held November 30, 2018

Easement Provision:
An easement is reserved and granted to the general public and the Village of Tinley Park, Illinois, their successors and assigns, for the perpetual rights of ingress, egress and access over, under, across, and along the surface of the property shown on the plat marked “HEREBY GRANTED.”

State of Illinois
County of Cook

The undersigned, H & J Holdings, LLC, does hereby certify that they are the registered holders of the property described herein and that they have caused this agreement to be granted for the easement for public ingress, egress and access as shown herein.

Dated this day of ____________201__,

By: __________________________ Printed Name: __________________________ Title: __________________________

Area: __________________________ Title: __________________________

State of Illinois
County of Cook

This instrument was acknowledged before me on the day of ____________201__,

Notary Public
____________________________

My Commission Expires

Approved by the President and the Board of Trustees of the Village of Tinley Park, Illinois, at a meeting held on this day of ____________10__,

By: __________________________

VILLAGE - PRESIDENT

Attest: __________________________

VILLAGE - CLERK

Received by the Village Engineer of the Village of Tinley Park, Illinois, on this day of ____________201__,

By: __________________________

VILLAGE - ENGINEER

DISCLAIMER
Robinson Engineering, Ltd. and the employees do not warrant or guarantee the accuracy of the information relative to the ownership of the property covered by this instrument.

Attention: Survey Department

17-R0316

ROBINSON ENGINEERING, LTD.
17000 South Park Avenue
South Holland, Illinois 60473

© COPYRIGHT 2018
FAX (708) 725-6080

FOR:

MR. NEAL HUMMITSCH

Sheet 1 of 1

18-0020 - RAS 5.0 - DIVO

Sheet 1 of 1

18-0020

5-1-18
THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

ORDINANCE
NO. 2018-O-056

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO ALLOW FOR THE
CONSTRUCTION OF A RETAIL SHOWROOM IN THE ORI PD (OFFICE AND
RESTRICTED INDUSTRIAL, HICKORY CREEK PUD) ZONING DISTRICT
LOCATED AT 7950 WEST 185TH STREET (FERGUSON ENTERPRISES)

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

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

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, & Murray Chicago, L.L.C, Village Attorneys
200 W. Adams, Suite 2125 Chicago, Illinois 60606
VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

ORDINANCE NO. 2018-O-056

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO ALLOW FOR THE
CONSTRUCTION OF A RETAIL SHOWROOM IN THE ORI PD (OFFICE AND
RESTRICTED INDUSTRIAL, HICKORY CREEK PUD) ZONING DISTRICT
LOCATED AT 7950 WEST 185TH STREET (FERGUSON ENTERPRISES)

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

WHEREAS, a petition for the granting of a Special Use Permit to allow for the
construction of a retail showroom has been filed by Ferguson Enterprises, Inc., (“Petitioner”), with
the Village Clerk of this Village and has been referred to the Plan Commission of the Village and
has been processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, said Plan Commission held a public hearing on the question of whether the
Special Use Permit should be granted on September 20, 2018, at the Village Hall of this Village,
at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, public notice in the form required by law was given of said public hearing
by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public
hearing in the Daily Southtown, a newspaper of general circulation within the Village of Tinley
Park; and

WHEREAS, the Plan Commission has filed its report of findings and recommendations
regarding the Special Use Permit with this Village President and Board of Trustees, and this Board
of Trustees has duly considered said report, findings, and recommendations; and

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

SECTION 1: That the report of findings and recommendations of the Plan Commission are herein
incorporated by reference as the findings of this President and the Board of Trustees, as complete
as if fully set forth herein at length. This Board finds that the Petitioner has provided evidence
establishing that they have met the standards for granting a Special Use Permit as set forth in
Section X.J.5 of the Zoning Ordinance and the proposed granting of a Special Use Permit as set
forth herein are in the public good and in the best interest of the Village and its residents and is consistent with and fosters the purpose and spirit of the Tinley Park Zoning Ordinance.

SECTION 2: The Special Use Permit set forth herein below shall be applicable to the following described property:

LEGAL DESCRIPTION:
TRACT 1:
LOTS 1 THRU 6 IN TINLEY PARK CORPORATE CENTER, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 6, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH AND SOUTH OF THE INDIAN BOUNDARY LINE, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 19, 2017 AS DOCUMENT 1710929052, IN COOK COUNTY, ILLINOIS.

TRACT 2:

PARCEL 2: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE PLAT AFORESAID FOR THE PURPOSE OF DRAINAGE OVER LOT 8 IN HICKORY CREEK CORPORATE CENTER UNIT 2, AFORESAID.

PARCEL 3: NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1, TRACT 2 AS CREATED IN A DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR HICKORY CREEK CORPORATE CENTER RECORDED DECEMBER 15, 1999 AS DOCUMENT NO. R1999152476 AND SUPPLEMENTAL DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR HICKORY CREEK CORPORATE CENTER RECORDED DECEMBER 20, 2001 AS DOCUMENT NO. R2001179234, WILL COUNTY, ILLINOIS.

PIN #: 19-09-01-101-009-0000

Commonly known as: 7950 W. 186th Street, Suites A, B, and C, Tinley Park, Illinois

SECTION 3: That the Special Use Permit for the property described above is hereby granted to allow for the construction of a retail showroom that is incidental to and compatible with a permitted principal use (warehousing, wholesale, and/or distribution) at 7950 W. 185th Street, Tinley Park, Illinois, in the ORI PD Zoning District.
SECTION 4: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 2nd day of October, 2018.

AYES:

NAYS:

ABSENT:

APPROVED THIS 2nd day of October, 2018.

______________________________
VILLAGE PRESIDENT

ATTEST:

______________________________
VILLAGE CLERK
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 Ordinance No. 2018-O-056, "AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO ALLOW FOR THE CONSTRUCTION OF A RETAIL SHOWROOM IN THE ORI PD (OFFICE AND RESTRICTED INDUSTRIAL, HICKORY CREEK PUD) ZONING DISTRICT LOCATED AT 7950 WEST 185TH STREET (FERGUSON ENTERPRISES)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 2, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 2nd day of October, 2018.

KRISTIN A. THIRION, VILLAGE CLERK
**Ferguson Enterprises**  
7950 W. 185th Street, Suites A-C

**EXECUTIVE SUMMARY**

The Petitioner, Ferguson Enterprises, Inc. is seeking approval for Special Use Permit to operate a business involving a retail showroom and sales. The use is incidental, similar and compatible to the permitted principal use (warehousing, wholesale, and/or distribution) at 7950 185th Street, Suites A-C in the ORI PD (Office and Restricted Industrial, Hickory Creek Planned Unit Development) Zoning District.

The proposed business would occupy 32,458 square feet of space in the industrial building. 10,494 square feet of the space will be utilized as a showroom for bath, kitchen, plumbing and lighting supplies and 3,148 square feet will be utilized as a sales and will call pickup counter for the company's products. The rest of the space will be used as office and warehouse space.

Wholesale and distribution uses are permitted in the ORI zoning district. However, the proposed on-site showroom and retail sales requires approval of a Special Use Permit. Retail uses open to the public are traditionally restricted in the ORI zoning district because the area is typically not designed for regular public use and has heavy truck traffic. The proposed showroom would not operate like a traditional retail use and would be very similar to many of the industrial operations that take place within the Hickory Creek Planned Unit Development. The showroom and sales components of the business will be primarily used by contractors, designers, and other professionals, but the space will be open to the public.
EXISTING SITE & HISTORY

The property consists of a single parcel of five (5) acres in area with an 81,200 square foot light industrial building that was constructed in 2002 to function as a distribution facility. The building space was originally divided into six (6) tenant spaces but is currently only four (4) spaces with three (3) of the tenant spaces (units A, B, and C) being combined into a single space for use by the Petitioner. The tenants who are leasing the south end of the building are Rodgers Supply Company (HVAC and electrical), Lansing Building Products (exterior building products) and Trane Supply (HVAC materials and equipment).

The site has frontage on 185th Street and 80th Avenue. The primary entrances and exits are off 185th Street with a partial access on 80th avenue through a shared drive aisle located on the parcel to the north. The site contains approximately 156 parking spaces and multiple loading areas at the rear (east) side of the building.

ZONING & NEARBY LAND USES

The zoning of the site at 7950 185th Street is indicated with a yellow star on the map to the right and is ORI PD (Office and Restricted Industrial, Hickory Creek Planned Unit Development). The Zoning Ordinance states that the ORI Zoning District is “intended to provide land for medium to large office buildings, research activities, and non-objectionable industrial activities which are attractively landscaped and designed to create a “park-like” setting. The low intensity and limiting restrictions are intended to provide for permitted uses which will be compatible with adjacent residential and commercial developments.”

Nearby land uses include other properties zoned ORI, some of which are also within the same Planned Unit Development. The businesses park’s storm water retention facilities and a creek are located directly to the east of this site. To the west is Speedway gas station zoned M1 PD (Tinley Crossings Corporate Center PUD). To the south is unincorporated agricultural land with a residential home on it that will likely develop similar to the surrounding ORI zoning once annexed into the Village. A nearby business at 18475 Thompson Court (Hilti North America) received a similar special use approval in 2016 for accessory retail sales and is indicated with a green triangle on the image to the above.
PROPOSED USE

The Applicant proposes to open a business that conducts retail and wholesale sale, demonstration, service, warehousing, and distribution of lighting, plumbing and other items used in kitchen and bathrooms. The hours of operation for the retail sale and showroom component are proposed to be 8am – 6pm, Monday through Friday.

The principal use is considered “warehousing, wholesale establishments and distribution facilities”, which is a permitted use within the Hickory Creek Planned Unit Development (Ordinance 2006-O-028). The proposed Ferguson Enterprises use conforms to the uses outlined in the Zoning and PUD ordinances. Due to the retail component of the business, the Village’s Zoning Ordinance requires that the Applicant obtain a Special Use Permit. According to Section V.B. Schedule I (Schedule of Permitted Uses by District), “retail and wholesale, incidental to a principal use in the ORI Zoning District” requires a Special Use Permit. The retail sales and showroom are typically utilized by contractors or other design professionals who are going to the site as a destination. However, the showroom and sales are also expected to be open to the public.

The primary entrance to the business will be on the northwest corner of the building, located as far away from the existing businesses as possible. The building is located on the far west side of the Hickory Creek industrial park and is located off 80th Avenue, which has more of a commercial and office feel than industrial. The building is currently divided among four (4) users: Rodgers Supply Company (HVAC and electrical), Lansing Building Products (exterior building products), Trane Supply (HVAC materials and equipment) and the Petitioner’s proposed Ferguson Enterprises space. All of these uses have similar wholesale and distribution services but only Ferguson Enterprises would have a showroom or onsite retail component. Most of the truck traffic to the existing businesses access the rear of the site where there are truck docks and parking spaces utilized by employees. Visitors to the proposed Ferguson Enterprises showroom and other businesses typically utilize the front parking area on the northwest corner of the site near the business’s entrance. There will be limited interaction between customers and site traffic on site because of the access off of 80th Avenue and separate entrances off of 185th Street. No changes to the site plan or building architecture are proposed with this use change.

PARKING

The site has a total of approximately 156 parking spaces. Of those, 101 parking spaces including required ADA parking, are located in the front of the building. There are 55 additional spaces located in the rear of the building and primarily utilized by employees.

The Petitioner has noted that they would have up to four (4) showroom employees, two (2) counter associates, two (2) warehouse associates, two (2) drivers and 12 office associates for a total of 22 employees on the site. Additionally, it is expected that up to eight (8) customers may be on the site at any given time to view, purchase, or pick up products. Total expected parking demand is 30 parking spaces. According to the Zoning Ordinance parking requirements, the proposed use could be considered a warehouse/distribution facility and a retail use. The code requires one (1) parking space for every two (2) employees for the warehouse/distribution use and the code does not have a parking calculation similar to the proposed showroom use. The closest use is likely to be an “Appliance or Furniture Store” which requires one (1) parking space for every 600 square feet of floor space. The total required parking spaces based upon these Zoning Code calculations would be 29.

Parking is expected to be sufficient because Ferguson Enterprises will occupy slightly less than half of the overall building space but will not utilize near half of the parking spaces (29-30 spaces required, 156 total on-site spaces). Additionally, the majority of the front parking that will be used by the business’s customers are located far from any of the existing businesses, who primarily utilize the rear parking for their employee and business needs. Staff did not notice any parking issues or concerns during site visits.
LANDSCAPE

The site appears to have landscaping that meets the intent of the Village’s Landscape Ordinance. Staff will work with the property owner to ensure that any deficiencies or dead plant material is addressed as a part of the Change of Use process. The site must also comply with general property maintenance standards.

SIGNAGE

Although a formal sign plan has not yet been submitted for permit, it is expected that the Zoning Code allowances for wall signs on industrial properties will be sufficient. All other tenants on the subject property have complied with these requirements. Per Section IX.H.1. of the Zoning Ordinance, one (1) wall sign is permitted per tenant frontage in the ORI and M-1 Districts and the allowable wall sign face area permitted is one (1) square foot for every two (2) lineal foot of site frontage; however, in no case shall a sign exceed 120 square feet.

SUMMARY OF OPEN ITEMS

Staff has not identified any open items for additional discussion.
STANDARDS FOR A SPECIAL USE

Section X.J.5. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission. The Plan Commission is encouraged to consider these standards (listed below) when analyzing a Special Use request. Attached please find the standards provided by the Petitioner in defense of the requested Special Use. Staff has supplied Findings of Fact for each standard below. The Plan Commission is encouraged to alter or incorporate additional Findings of Fact at the Public Hearing that they feel necessary.

X.J.5. Standards: No Special Use shall be recommended by the Plan Commission unless said Commission shall find:

a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
   - The Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare because it is generally compatible with other uses in the same building and within the surrounding area. Other uses in the Hickory Creek Planned Unit Development include several warehouse-type businesses.

b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
   - The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity because the use is compatible with the other business uses nearby. All business will be conducted within the building. The Special Use will not substantially diminish or impair property values because it will occupy a tenant space that has been vacant and the tenant will abide by Village ordinances and applicable codes.

c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
   - The Special Use will not impede the normal and orderly development and improvement of surrounding property because the immediately surrounding area is already improved and the proposed use will be conducted wholly within the tenant space leased to the Petitioner. The building already exists and the Petitioner will only be making modifications to the interior of the tenant space. The only exterior modification would be signage that is compliant with the Zoning Code allowances.

d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
   - Adequate utilities, access roads, drainage, etc. have been provided for the site when it was constructed in 2002. There have been no known issues and no changes are proposed to the existing utilities, roads, drainage, or other infrastructure at or near the site. The customer base is typically destination-driven and will likely be construction and design professionals.

e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
   - Adequate measures have been taken to provide ingress and egress to minimize traffic congestion in the public streets by providing adequate parking at the site. The site has 156 parking stalls that are shared between the four (4) tenant spaces, which meet the intent of the Village’s standards for off-street parking. The tenant will use less than their applicable share of parking stalls on the site and there are no known issues with parking or traffic in the area.

f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board.
pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.

- The Petitioner has indicated that they will meet all other Village ordinances and codes.

g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.

- The Special Use will contribute to economic development within the Village because it will occupy a vacant tenant space and provide goods and services that complement the surrounding area's businesses and increase area employment.

It is also important to recognize that a Special Use Permit does not run with the land and instead the Special Use Permit is tied to the Petitioner. This is different from a process such as a variance, since a variance will forever apply to the property to which it is granted. Staff encourages the Plan Commission to refer to Section XJ.6. to examine the conditions where a Special Use Permit will expire.
MOTION TO CONSIDER

If the Plan Commission wishes to take action, an appropriate wording of the motions would read:

“... make a motion to recommend that the Village Board grant the Petitioner, Ferguson Enterprises, Inc., a Special Use Permit to operate a business involving retail and wholesale, incidental, similar and compatible to a permitted principal use (warehousing, wholesale, and/or distribution) at 7950 185th Street, Suite A-C in the ORI PD (Office and Restricted Industrial, Hickory Creek Planned Unit Development) Zoning District and adopt the Findings of Fact proposed by Village Staff and the Plan Commission at this meeting."

...with the following conditions: [any conditions that the Commissioners would like to add]
TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES
FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION
SUBJECT: MINUTES OF THE SEPTEMBER 20, 2018 REGULAR MEETING

Item #1 WORKSHOP/PUBLIC HEARING: FERGUSON ENTERPRISES, INC. -7950 UNIT A, B, C 185TH STREET, GRANTING A SPECIAL USE PERMIT
Consider recommending that the Village Board grant the Petitioner, Ferguson Enterprises, Inc. a Special Use Permit to allow to allow a retail show room at 7950 W. 185th Street Suite A, B, C in the ORI (Office and Restricted Industrial) District.

Present were the following:

Plan Commissioners: Ken Shaw, Chairman
                    Eduardo Mani
                    Angela Gatto
                    MaryAnn Aitchison
                    Lucas Engel
                    Garrett Gray

Absent Plan Commissioner(s): Tim Stanton
                          Chuck Augustyniak
                          Stephen Vick

Village Officials and Staff: Kimberly Clarke, Planning Manager
                        Dan Ritter, Senior Planner
                        Barbara Bennett, Commission Secretary

Guests: Devon Glenn

CHAIRMAN SHAW noted the Workshop and Public Hearing will be combined into one meeting tonight.

A Motion was made by COMMISSIONER GATTO, seconded by COMMISSIONER AITCHISON to open the Public Hearing for Ferguson Enterprises, Inc. -7950 Unit A, B, C 185th Street, Granting a Special Use Permit. The Motion was approved by voice call. CHAIRMAN SHAW declared the Motion approved.

CHAIRMAN SHAW noted that Village Staff provided confirmation that appropriate notice regarding the Public Hearing was published in the local newspaper in accordance with State law and Village requirements.

CHAIRMAN SHAW requested anyone present in the audience, who wished to give testimony, comment, engage in cross-examination or ask questions during the Hearing stand and be sworn in.

Daniel Ritter, Senior Planner gave a presentation and displayed photos as noted in the Staff Report for Ferguson Enterprises, Inc. They are seeking approval for Special Use Permit to operate a business
involving a retail showroom and sales at 7950 185th Street, Suites A-C in the ORI PD (Office and Restricted Industrial, Hickory Creek Planned Unit Development) Zoning District.

The proposed business would occupy 32,458 Square feet of space in the industrial building. 10,494 square feet of the space will be utilized as a showroom for bath, kitchen, plumbing and lighting supplies and 3,148 square feet will be utilized as a sales and will call pickup counter for the company's products. The rest of the space will be used as office and warehouse space.

The principal use is considered "warehousing, wholesale establishments and distribution facilities" which is a permitted use within the Hickory Creek Planned Unit Development. Due to the retail component of the business, the Village's Zoning Ordinance requires that the Applicant obtain a Special Use Permit. The retail sales and showroom are typically utilized by contractors or other design professionals who are going to the site as a destination. The showroom and sales are also expected to be open to the public.

The site has a total of approximately 156 parking spaces. 101 parking spaces including required ADA parking, are located in the front of the building. There are 55 additional spaces located in the rear of the building and primarily utilized by employees. The petitioner has four showroom employees, two counter associates, two warehouse associates, two drivers and 12 office associates for a total of 22 employees. It is expected that up to eight customers may be on the site at any given time. The parking spaces based on the Zoning Code calculations would be 29. The parking is expected to be sufficient.

CHAIRMAN SHAW asked the Petitioner to speak.

Devon Glenn, Financial Director at Ferguson, noted the showroom would be mostly a selection center featuring appliances, plumbing fixtures and lighting allowing customers to come in and make selections to be distributed from their warehouse in Addison, IL. Customers rarely will be taking any product from this location. The only time that would occur would be if there is a floor model that would be sold to a customer. They are looking to expand the destination showroom to this area.

CHAIRMAN SHAW asked for questions or comments from the Commissioners.

COMMISSIONER GRAY inquired how many customers would be expected outside contractors. He also inquired if there would be internal modifications made to the building. Ms. Glenn replied most of the customers would be coming in by appointment. Generally the appointments would take approximately 1-3 hours. In a given day there would be 4-6 customers per day. Ms. Glenn replied that the modifications would be limited to adding wall partitions to separate the spaces and also interior hanging electrical lighting. They would be staging areas to show a working kitchen to the customers.

CHAIRMAN SHAW clarified that this Petitioner is a tenant. He also inquired about sidewalks in the area. As this is a tenant and not an owner, they would not be required to add sidewalks. CHAIRMAN SHAW also noted that staff would be working with the owner of this property to upgrade some of the landscaping deficiencies. Mr. Ritter replied in the future that would be a consideration for new owners adding sidewalks. He also noted the landscaping deficiencies would be considered Code Enforcement issues and will be addressed.

CHAIRMAN SHAW inquired about the parking and if other tenants in this building came to the Plan Commission with similar Special Use requests would there be enough parking. Mr. Ritter replied that there would be enough parking as long as it would not be a full retail store.

CHAIRMAN SHAW inquired about the signage. Mr. Ritter replied staff has discussed this with the Petitioner and they are fine with their signage meeting the Code requirements.
CHAIRMAN SHAW asked for comments from the public.

None at this time.

A Motion was made by COMMISSIONER ENGEL, seconded by COMMISSIONER GATTO to close the Public Hearing on Ferguson Enterprise, Inc. 7950 185th Street, Unit A-C. The Motion was approved by voice call. CHAIRMAN SHAW declared the Motion approved.

CHAIRMAN SHAW asked Mr. Ritter to note the Standards for a Special Use and noted there are no Open Items.

Mr. Ritter noted the Standards for a Special Use as follows:

a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
   - The Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare because it is generally compatible with other uses in the same building and within the surrounding area. Other uses in the Hickory Creek Planned Unit Development include several warehouse-type businesses.

b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
   - The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity because the use is compatible with the other business uses nearby. All business will be conducted within the building. The Special Use will not substantially diminish or impair property values because it will occupy a tenant space that has been vacant and the tenant will abide by Village ordinances and applicable codes.

c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
   - The Special Use will not impede the normal and orderly development and improvement of surrounding property because the immediately surrounding area is already improved and the proposed use will be conducted wholly within the tenant space leased to the Petitioner. The building already exists and the Petitioner will only be making modifications to the interior of the tenant space. The only exterior modification would be signage that is compliant with the Zoning Code allowances.

d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
   - Adequate utilities, access roads, drainage, etc. have been provided for the site when it was constructed in 2002. There have been no known issues and no changes are proposed to the existing utilities, roads, drainage, or other infrastructure at or near the site. The customer base is typically destination-driven and will likely be construction and design professionals.

e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
• Adequate measures have been taken to provide ingress and egress to minimize traffic congestion in the public streets by providing adequate parking at the site. The site has 156 parking stalls that are shared between the four (4) tenant spaces, which meet the intent of the Village’s standards for off-street parking. The tenant will use less than their applicable share of parking stalls on the site and there are no known issues with parking or traffic in the area.

f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.

• The Petitioner has indicated that they will meet all other Village ordinances and codes.

g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.

• The Special Use will contribute to economic development within the Village because it will occupy a vacant tenant space and provide goods and services that complement the surrounding area’s businesses and increase area employment.

CHAIRMAN SHAW asked the Petitioner how it was that they chose Tinley Park as a location for this showroom. Ms. Glenn replied that after a demographic search to expand the showroom and selection center, Tinley Park was chosen due to the fact that they did not have a big presence in this area and it was in an area that would allow traffic to come and view their products. They have shipping centers in Addison and Rockford and between the two, they would be able to cover this area very well.

A motion was made by COMMISSIONER GRAY, seconded by COMMISSIONER GATTO to recommend that the Village Board grant the Petitioner, Ferguson Enterprises, Inc., a Special Use Permit to operate a business involving retail and wholesale, incidental, similar and compatible to a permitted principal use (warehousing, wholesale, and/or distribution) at 7950 185th Street, Suite A-C in the ORI PD (Office and Restricted Industrial, Hickory Creek Planned Unit Development) Zoning District and adopt the Findings of Fact proposed by Village Staff and the Plan Commission at this meeting."

AYES: MANI, GRAY, ENGEL, AITCHISON, GATTO AND CHAIRMAN SHAW.

NAYS: NONE

CHAIRMAN SHAW declared the Motion unanimously approved.

This will be presented to the Village Board on October 2, 2018 for adoption.
TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES
FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION
SUBJECT: MINUTES OF THE SEPTEMBER 20, 2018 REGULAR MEETING

Item #1 WORKSHOP/PUBLIC HEARING: FERGUSON ENTERPRISES, INC. -7950 UNIT A, B, C 185TH STREET, GRANTING A SPECIAL USE PERMIT
Consider recommending that the Village Board grant the Petitioner, Ferguson Enterprises, Inc. a Special Use Permit to allow to allow a retail show room at 7950 W. 185th Street Suite A, B, C in the ORI (Office and Restricted Industrial) District.

Present were the following:

Plan Commissioners: Ken Shaw, Chairman
Eduardo Mani
Angela Gatto
MaryAnn Aitchison
Lucas Engel
Garrett Gray

Absent Plan Commissioner(s): Tim Stanton
Chuck Augustyniak
Stephen Vick

Village Officials and Staff: Kimberly Clarke, Planning Manager
Dan Ritter, Senior Planner
Barbara Bennett, Commission Secretary

Guests: Devon Glenn

CHAIRMAN SHAW noted the Workshop and Public Hearing will be combined into one meeting tonight.

A Motion was made by COMMISSIONER GATTO, seconded by COMMISSIONER AITCHISON to open the Public Hearing for Ferguson Enterprises, Inc. -7950 Unit A, B, C 185th Street, Granting a Special Use Permit. The Motion was approved by voice call. CHAIRMAN SHAW declared the Motion approved.

CHAIRMAN SHAW noted that Village Staff provided confirmation that appropriate notice regarding the Public Hearing was published in the local newspaper in accordance with State law and Village requirements.

CHAIRMAN SHAW requested anyone present in the audience, who wished to give testimony, comment, engage in cross-examination or ask questions during the Hearing stand and be sworn in.

Daniel Ritter, Senior Planner gave a presentation and displayed photos as noted in the Staff Report for Ferguson Enterprises, Inc. They are seeking approval for Special Use Permit to operate a business
involving a retail showroom and sales at 7950 185th Street, Suites A-C in the ORI PD (Office and Restricted Industrial, Hickory Creek Planned Unit Development) Zoning District.

The proposed business would occupy 32,458 Square feet of space in the industrial building. 10,494 square feet of the space will be utilized as a showroom for bath, kitchen, plumbing and lighting supplies and 3,148 square feet will be utilized as a sales and will call pickup counter for the company's products. The rest of the space will be used as office and warehouse space.

The principal use is considered "warehousing, wholesale establishments and distribution facilities" which is a permitted use within the Hickory Creek Planned Unit Development. Due to the retail component of the business, the Village's Zoning Ordinance requires that the Applicant obtain a Special Use Permit. The retail sales and showroom are typically utilized by contractors or other design professionals who are going to the site as a destination. The showroom and sales are also expected to be open to the public.

The site has a total of approximately 156 parking spaces. 101 parking spaces including required ADA parking, are located in the front of the building. There are 55 additional spaces located in the rear of the building and primarily utilized by employees. The petitioner has four showroom employees, two counter associates, two warehouse associates, two drivers and 12 office associates for a total of 22 employees. It is expected that up to eight customers may be on the site at any given time. The parking spaces based on the Zoning Code calculations would be 29. The parking is expected to be sufficient.

CHAIRMAN SHAH asked the Petitioner to speak.

Devon Glenn, Financial Director at Ferguson, noted the showroom would be mostly a selection center featuring appliances, plumbing fixtures and lighting allowing customers to come in and make selections to be distributed from their warehouse in Addison, IL. Customers rarely will be taking any product from this location. The only time that would occur would be if there is a floor model that would be sold to a customer. They are looking to expand the destination showroom to this area.

CHAIRMAN SHAH asked for questions or comments from the Commissioners.

COMMISSIONER GRAY inquired how many customers would be expected outside contractors. He also inquired if there would be internal modifications made to the building. Ms. Glenn replied most of the customers would be coming in by appointment. Generally the appointments would take approximately 1-3 hours. In a given day there would be 4-6 customers per day. Ms. Glenn replied that the modifications would be limited to adding wall partitions to separate the spaces and also interior hanging electrical lighting. They would be staging areas to show a working kitchen to the customers.

CHAIRMAN SHAH clarified that this Petitioner is a tenant. He also inquired about sidewalks in the area. As this is a tenant and not an owner, they would not be required to add sidewalks. CHAIRMAN SHAH also noted that staff would be working with the owner of this property to upgrade some of the landscaping deficiencies. Mr. Ritter replied in the future that would be a consideration for new owners adding sidewalks. He also noted the landscaping deficiencies would be considered Code Enforcement issues and will be addressed.

CHAIRMAN SHAH inquired about the parking and if other tenants in this building came to the Plan Commission with similar Special Use requests would there be enough parking. Mr. Ritter replied that there would be enough parking as long as it would not be a full retail store.

CHAIRMAN SHAH inquired about the signage. Mr. Ritter replied staff has discussed this with the Petitioner and they are fine with their signage meeting the Code requirements.
CHAIRMAN SHAW asked for comments from the public.

None at this time.

A Motion was made by COMMISSIONER ENGEL, seconded by COMMISSIONER GATTO to close the Public Hearing on Ferguson Enterprise, Inc. 7950 185th Street, Unit A-C. The Motion was approved by voice call. CHAIRMAN SHAW declared the Motion approved.

CHAIRMAN SHAW asked Mr. Ritter to note the Standards for a Special Use and noted there are no Open Items.

Mr. Ritter noted the Standards for a Special Use as follows:

a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
   • The Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare because it is generally compatible with other uses in the same building and within the surrounding area. Other uses in the Hickory Creek Planned Unit Development include several warehouse-type businesses.

b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
   • The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity because the use is compatible with the other business uses nearby. All business will be conducted within the building. The Special Use will not substantially diminish or impair property values because it will occupy a tenant space that has been vacant and the tenant will abide by Village ordinances and applicable codes.

c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
   • The Special Use will not impede the normal and orderly development and improvement of surrounding property because the immediately surrounding area is already improved and the proposed use will be conducted wholly within the tenant space leased to the Petitioner. The building already exists and the Petitioner will only be making modifications to the interior of the tenant space. The only exterior modification would be signage that is compliant with the Zoning Code allowances.

d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
   • Adequate utilities, access roads, drainage, etc. have been provided for the site when it was constructed in 2002. There have been no known issues and no changes are proposed to the existing utilities, roads, drainage, or other infrastructure at or near the site. The customer base is typically destination-driven and will likely be construction and design professionals.

e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
• Adequate measures have been taken to provide ingress and egress to minimize traffic congestion in the public streets by providing adequate parking at the site. The site has 156 parking stalls that are shared between the four (4) tenant spaces, which meet the intent of the Village's standards for off-street parking. The tenant will use less than their applicable share of parking stalls on the site and there are no known issues with parking or traffic in the area.

f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.

• The Petitioner has indicated that they will meet all other Village ordinances and codes.

g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.

• The Special Use will contribute to economic development within the Village because it will occupy a vacant tenant space and provide goods and services that complement the surrounding area's businesses and increase area employment.

CHAIRMAN SHAW asked the Petitioner how it was that they chose Tinley Park as a location for this showroom. Ms. Glenn replied that after a demographic search to expand the showroom and selection center, Tinley Park was chosen due to the fact that they did not have a big presence in this area and it was in an area that would allow traffic to come and view their products. They have shipping centers in Addison and Rockford and between the two, they would be able to cover this area very well.

A motion was made by COMMISSIONER GRAY, seconded by COMMISSIONER GATTO to recommend that the Village Board grant the Petitioner, Ferguson Enterprises, Inc., a Special Use Permit to operate a business involving retail and wholesale, incidental, similar and compatible to a permitted principal use (warehousing, wholesale, and/or distribution) at 7950 185th Street, Suite A-C in the ORI PD (Office and Restricted Industrial, Hickory Creek Planned Unit Development) Zoning District and adopt the Findings of Fact proposed by Village Staff and the Plan Commission at this meeting.”

AYES: MANI, GRAY, ENGEL, AITCHISON, GATTO AND CHAIRMAN SHAW.

NAYS: NONE

CHAIRMAN SHAW declared the Motion unanimously approved.

This will be presented to the Village Board on October 2, 2018 for adoption.
VILLAGE OF TINLEY PARK
SPECIAL USE PERMIT APPLICATION

The undersigned hereby Petitions the Tinley Park Long Range Plan Commission and/or the Village Board to consider a Zoning Map Amendment and/or Special Use Permit as follows:

A. Petitioner Information:
Name: Ferguson Enterprises, Inc. ATTN: Andrew Joseph
Mailing Address: 12500 Jefferson Avenue
City, State, Zip: Newport News, VA 23602-4314
Phone Numbers: ___________ (Day) Fax Number: ___________ (Evening)
_________________________ (Cell)
Email Address: andrew.joseph@ferguson.com

The nature of Petitioner’s interest in the property and/or relationship to the owner
(Applications submitted on behalf of the owner of record must be accompanied by a signed letter of authorization):

lessee

B. Property Information:
The identity of every owner and beneficiary of any land trust must be disclosed.
Property Owner(s): Gramercy Property Trust
Mailing Address: 80 Park Avenue, 32nd Floor
City, State, Zip: New York, NY 10016

Property Address: 7950 W. 155th Street Tinley Park, IL 60477
Permanenct Index No. (PINS): 085-52-5222-00000-0000-0000-0000
Existing land use:
Lot dimensions and area: 350’ x 600’ / 216,158.44 Square Feet

C. Petition Information:
Present Zoning District: OFF PD (Office and Restricted Industrial District)
Requested Zoning District: OFF PD with accessory B-3 Retail use for a furnishing and fixture showroom

Is a Special Use Permit being requested (including Planned Developments):
Yes [X] No [ ]
If yes, identify the proposed use: To build a showroom for bath & kitchen furnishing and fixtures as an accessory to the main use.

Will any variances be required from the terms of the Zoning Ordinance?
Yes [X] No [ ]
If yes, please explain (note that Variation application will be required to be submitted):

The Applicant certifies that all of the above statements and other information submitted as part of this application are true and correct to the best of his or her knowledge.

[Signature]
Date
FINDINGS OF FACT
SPECIAL USE PERMIT – (Including Planned Developments)
PURSUANT TO THE VILLAGE OF TINLEY PARK ZONING ORDINANCE

Section X.J. of the Village of Tinley Park Zoning Ordinance requires that no Special Use be recommended by the Plan Commission unless the Commission finds that all of the following statements, A-G listed below, are true and supported by facts. Petitioners must respond to and confirm each and every one of the following findings by providing the facts supporting such findings. The statements made on this sheet will be made part of the official public record and will be discussed in detail during the Plan Commission meetings and will be provided to any interested party requesting a copy.

Please provide factual evidence that the proposed Special Use meets the statements below and use as much space as needed to provide evidence.

A. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.

Tenant desires to operate a bath and kitchen fixture & appliance showroom as an accessory to the primary use of the lease premises. The proposed Special Use will not be detrimental, or endanger public health, safety, morals, comfort or welfare of Tinley Park citizens, but will enhance the shopping options for those remodeling.

B. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

The proposed use would enhance the current building interior and present a substantial financial investment by Tenant to the building.

C. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

The proposed Special Use will be contained to the interior the demised premises, and therefore not impede the normal and orderly development of surrounding properties.

D. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided.

The proposed special use will not require any additional capacity to service the space other than potentially power requirements for lighting displays.

E. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

The proposed special use is a destination retail use, and will not generate trips/traffic beyond that of an ordinary office tenant.
F. That the Special Use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.

The proposed special use shall conform to existing zoning laws and PUD requirements.

G. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.

Ferguson Enterprises, Inc. showrooms provide a bath/kitchen & fixture solution to surrounding populations of property owners, tenants, tradesman and contractors.
Ferguson Enterprises, Inc.

Special Use Application
10,494/SF Bath, Kitchen & Lighting
Gallery

7950 W. 185th St. Suites A & C
Tinley Park, IL

FEVERGUSON®
Hey Tom,

Enclosed is our lease renewal proposal. Our current lease expires in December; however, we would like to extend it for another 10 years at the same rate. The new lease term would be from January 1, 2023, to December 31, 2032. We believe this extension will allow our company to secure a long-term commitment and stabilize our operations. Please review the attached documents and let's discuss it further.

Best regards,

[Signature]

Cc: [CC List]
Owner of Record— I-80 Commerce Center LLC AKA Gramercy Property Trust
Ferguson Bath & Showroom Narrative

- Ferguson is pursuing a lease of 32,458/ SF at the subject property to build-out of 10,494/ SF bath, kitchen & lighting gallery, 15,341/ SF wholesale distribution warehouse, 3,148/ SF sales/will call counter and 2,091/ SF of administrative offices. Operating between 8am – 6pm, the showroom component of the operation will primarily cater to contractors, designers and their customers as a premier destination for the sale of the latest concepts of quality home fixtures and appliances.

- Showroom employment staff will consist of four (4) dedicated sales associates to assist customer in the selection, twelve (12) office associates including managers, two (2) Counter associates, two (2) warehouse associates, and two (2) drivers; for a total of (22) when fully staffed.

- The Ferguson showroom presents customers with a concierge-quality shopping experience. The opportunity to see products in action, unrivaled access to the widest selection of products, one-on-one consultation with a dedicated product expert, industry-leading service after the sale, and dependable order delivery where and when you need it. This location will be similar to other Ferguson plumbing branches that have a showroom component attached.
Property Plat & Legal Description

TRACT 1:
LOTS 1 THRU 5 IN HERBERT HALE CORPORATE CENTER, BEING A SUBDIVISION OF PART OF
FRACCTORIAL SECTION 8, TOWNSHIP 35 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL
MERIDIAN, LYING NORTH AND SOUTH OF THE BIBBAN BOUNDARY LINE, ACCORDING TO THE
PLAT THEREOF RECOROED MARCH 18, 1997 AS DOCUMENT 70079, IN COOK COUNTY,
ILLINOIS.

TRACT 2:
PARCEL 1:
LOTS 9 AND 10, HERBERT HALE, RESPECTIVELY, "LOT 10", AND "LOT 9" IF AND COLLECTIVELY,
THE "LAND" IN HERBERT HALE CORPORATE CENTER UNIT 3, REDEVELOPMENT OF THAT
PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 35 NORTH,
RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF
RECOROED OCTOBER 12, 2001, AS DOCUMENT NUMBER 92301-0-006, WITH AN EXEMPTED
CERTIFICATE OF CONNECTION NUMBERS 809901, 164993, 809901, 164993, 809901, 164993
AND 809901, HERBERT HALE, THE "LAND" IN HERBERT HALE CORPORATE CENTER UNIT 3, ILLINOIS.

PARCEL 2
A NON ESTATE FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE PLAT
ACCORDED FOR THE PURPOSE OR CONSTRUCTION OF HERBERT HALE CORPORATE CENTER UNIT 2, HERBERT HALE.

PARCEL 3
NON ESTATE FOR THE BENEFIT OF PARCEL 2, TRACT 1 AS CREATED IN A
DECLARATION OF ESTATE, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR HERBERT HALE CORPORATE CENTER UNIT 3, 1999 AS DOCUMENT NO. 81991-11979, AND SUPPLEMENTAL DECLARATION OF ESTATE, EASEMENTS AND RESTRICTIONS FOR HERBERT HALE CORPORATE CENTER UNIT 3, 1999 AS DOCUMENT NO. 81991-11979, IN COOK COUNTY, ILLINOIS.
Conceptual Space Plan – Showroom Location
Tinley Park Distribution Center
7950 W. 185th St | Tinley Park, Illinois

 Highlights
- Class A pre-cast industrial building
- Professional management
- Newer construction
- Ample parking
- Low Will County taxes
- Well located right off I-80 with 4-way interchange at Harlem

 Details
- Total Bldg: 79,022 SF
- Clear Height: 24’
- Columns: 36’ x 43’
- Parking: 2.07/1,000 SF
- Year Built: 2002
- Lights: T5’s on motion sensors
- Sprinklers: ESFR

 Available
- Unit A & C: 32,417 SF
- Office: 2,500 SF
- Docks: 3
- Drive In Doors: 4 total (3 - 12’x14’ and 1 - 9’x10’)
- Power: 250 Amps / 480 Volt / 3 phase

 Pricing
- Lease Rate: $6.25 PSF Net

For More Information, Contact:
Joshua Hearne, SIOR
jhearme@cawleychicago.com

Michael O'Leary
moleary@cawleychicago.com

Information contained herein has been obtained from the owner of the property or from other sources that we deem reliable. We have no reason to doubt its accuracy, but we do not guarantee it.
Building Plan
7950 W. 185th St | Tinley Park

For More Information, Contact:
Joshua Hearne, SIOR
jhearn@cawleychicago.com

Michael O'Leary
moleary@cawleychicago.com

Information contained herein has been obtained from the owner of the property or from other sources that we deem reliable. We have no reason to doubt its accuracy, but we do not guarantee it.
MEMORANDUM

TO: Honorable Mayor Jacob C. Vandenberg and the Village of Tinley Park Board of Trustees

FROM: PJM/Darren K. Angell

DATE: September 26, 2018

SUBJECT: Purchase Agreement between the Village and Mrs. Concannon at 6700 174th Street

This agreement sets forth the terms and conditions for the purchase of property at 6700 174th Street, owned by Margaret Concannon. The Village has identified this property, along with others in the area as a strategic investment for future development in downtown Tinley Park. The property is located in the Bremen TIF District, and therefore, the property will be purchased with TIF funds. The purchase price is $113,000 and the Village will cover all closing fees.
THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

ORDINANCE
NO. 2018-O-057

AN ORDINANCE APPROVING A PURCHASE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND MARY CONCANNON, FOR THE SALE OF PROPERTY LOCATED AT 6700 174TH STREET IN TINLEY PARK, ILLINOIS

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

MICHAEL J. PANNTTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ
JOHN A. CURRAN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, and Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606
VILLAGE OF TINLEY PARK  
Cook County, Illinois  
Will County, Illinois  

ORDINANCE NO. 2018-O-057  

AN ORDINANCE APPROVING A PURCHASE AGREEMENT BETWEEN THE  
VILLAGE OF TINLEY PARK AND MARY CONCANNON, FOR THE SALE OF  
PROPERTY LOCATED AT 6700 174TH STREET IN TINLEY PARK, ILLINOIS  

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

WHEREAS, the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, believe and hereby declare that it will be in the best interests of the Village and its residents to approve and authorize the execution of a Purchase Agreement for the sale of property located at 6700 174th Street, Tinley Park, Illinois by Mary Concannon, as seller, to the Village of Tinley Park, as buyer, in the amount of ONE HUNDRED AND THIRTEEN THOUSAND DOLLARS AND NO CENTS ($113,000.00), substantially in the form attached hereto as Exhibit 1 (“Purchase Agreement”); and  

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:  

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

SECTION 2: The President and the Board of Trustees hereby approve the Purchase Agreement for the sale of property located at 6700 174th Street, Tinley Park, Illinois by Mary Concannon, as seller, to the Village of Tinley Park, as buyer, in the amount of ONE HUNDRED AND THIRTEEN THOUSAND DOLLARS AND NO CENTS ($113,000.00), substantially in the form attached hereto as Exhibit 1; and the Village President and/or the Village Manager are hereby authorized to execute said Purchase Agreement, subject to review and revisions as to form by the Village Attorney.  

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

SECTION 4: That this Ordinance shall be in full force and effect from and after its adoption and approval.
SECTION 5: The Village Clerk be and hereby is authorized and directed to publish this Ordinance in pamphlet form.

PASSED THIS 2nd day of October, 2018.

AYES:

NAYS:

ABSENT:

APPROVED THIS 2nd day of October, 2018.

______________________________
VILLAGE PRESIDENT

ATTEST:

______________________________
VILLAGE CLERK
PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into this 11th day of September, 2018 ("Effective Date"), by and between MARY CONCANNON ("SELLER") and THE VILLAGE OF TINLEY PARK, ILLINOIS, an Illinois municipal corporation ("PURCHASER"). SELLER and PURCHASER may be referred to individually as "Party" and collectively as "Parties".

RECITALS

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

WHEREAS, SELLER is the owner of certain real property legally described in Exhibit "A" attached hereto and made a part hereof and commonly known 6700 174th Street, Tinley Park, Illinois, PIN 28-30-411-020-0000 ("Real Property").

WHEREAS, PURCHASER desires to sell to PURCHASER and PURCHASER desires to purchase from SELLER the Real Property, all improvements thereon, all attachments and all fixtures (collectively "Property"); and

WHEREAS, in order to consummate the sale of the Property to PURCHASER, the Parties desire to enter into this Agreement; and

WHEREAS, the President and the Board of Trustees have determined that entering into this Agreement is in the best interest of the Village of Tinley Park.

AGREEMENT

It is hereby agreed, by and between the Parties, subject to the terms and conditions hereinafter set forth, as follows:

1. **Recitals.** The above Recitals are incorporated herein by this reference.

2. **Purchase and Sale.** On the terms and conditions set forth herein, SELLER hereby agrees to sell and convey the Property to PURCHASER and PURCHASER hereby agrees to purchase the Property from SELLER at the Closing (as defined hereinafter).

3. **Purchase Price.** In consideration for the conveyance of the Property, PURCHASER hereby agrees to purchase the Property from SELLER for the sum of ONE HUNDRED AND THIRTEEN THOUSAND AND 0/100 DOLLARS ($113,000.00) ("Purchase Price"), payable in immediately available funds on the Closing Date, plus or minus any credits and prorations set forth herein.

4. **Closing.** The Parties agree to make all reasonable efforts to close by October 11,
2018, provided that all contingencies to close set forth herein have been met, or at any other such
time and place as PURCHASER and SELLER shall mutually agree upon (the "Closing"). If
PURCHASER wishes to close earlier, PURCHASER shall provide SELLER a written request to
close earlier.

5. **Due Diligence Period.** PURCHASER shall have twenty-one (21) days from the
full execution of this Agreement to conduct, at its sole cost and expense, any of its due diligence
(“Due Diligence Period”). PURCHASER shall provide written notice to SELLER that
PURCHASER is commencing its due diligence (“Due Diligence Notice”).

a. Upon receipt of the Due Diligence Notice, SELLER shall provide PURCHASER
with copies of the following, if available to SELLER: (i) existing deed; (ii) existing title insurance
policy; (iii) existing survey, (iv) copies of title exception documents of record; (v) existing
environmental, engineering and soils reports, (vi) existing engineering and/or wetland reports (if
applicable), (vii) copies of existing zoning documentation, (viii) copies of tax bills and assessment
history for the previous five (5) years; and (ix) all government notices, permits and licenses.

b. During the Due Diligence Period, PURCHASER shall have unlimited access to the
Property for the purpose of making inspections, test borings, soil analysis, and such other tests and
surveys thereon as deemed necessary by PURCHASER, including a Phase I and II environmental.
PURCHASER shall indemnify, defend, and hold harmless the SELLER, its officials, officers,
employees, and agents from any claims or demands that may be made by any third party against
the SELLER, its officials, officers, employees, and agents arising out of the access granted
hereunder. PURCHASER shall, at its sole cost and expense, restore the Property to its condition
existing immediately prior to inspection. If the inspections, surveys, test borings or soil analysis
do not show to the PURCHASER's satisfaction that the said Property is suitable for
PURCHASER's intended use or indicate, in PURCHASER's sole judgment, that there are
hazardous substances present on the Property (“Unacceptable Conditions”), PURCHASER shall
notify SELLER of such Unacceptable Conditions prior to the expiration of the Due Diligence
Period, and SELLER, at its sole cost and expense, shall remedy and/or correct, to the
PURCHASER’s satisfaction, the Unacceptable Conditions prior to Closing or if SELLER fails to
remedy and/or correct the Unacceptable Conditions, PURCHASER shall have the right to
terminate this Agreement by written notice to the SELLER. The indemnity under this subsection
5(b) shall survive any termination of this Agreement and the Closing.

6. **Termination.**

a. In the event SELLER fails to remedy and/or correct any Unacceptable Conditions
on the Property, PURCHASER shall have the right to terminate this Agreement pursuant to Section
5(b).

b. In the event of fire, casualty or condemnation, PURCHASER shall have the right
to terminate this Agreement pursuant to Paragraph 20.

c. In the event that any of the conditions precedent contained in this Agreement is not
fulfilled, or SELLER is in breach of its obligations to consummate the transaction contemplated
under this Agreement, and such breach has not been cured by SELLER within thirty (30) days after written notice to SELLER by PURCHASER, PURCHASER shall have the right to terminate this Agreement. In lieu of their termination rights, PURCHASER may seek specific performance of this transaction and damages (including attorneys' fees) in the case of SELLER’s wrongful refusal to close.

    d. In the event that PURCHASER is in breach of its obligations to consummate the transaction contemplated under this Agreement, and such breach has not been cured by PURCHASER within thirty (30) days after written notice to PURCHASER by SELLER, SELLER shall have the right to terminate this Agreement.

7. **Prorations.** All water and other utilities charges, and rents, if any, and other similar items with respect to the Property shall be prorated between SELLER and PURCHASER as of the Closing. Real Estate property tax prorations shall be based upon 110% of the last ascertainable tax bill. SELLER shall pay all special assessments levied prior to Closing regardless as to when due.

8. **Survey.** PURCHASER, shall, at its sole cost and expense, obtain a current boundary survey ("Survey"). In the event said survey discloses encroachments, these encroachments shall be insured by the Title Company for PURCHASER, at the PURCHASER’S expense.

9. **Title Insurance.** PURCHASER, at its sole cost and expense, shall obtain a title commitment for an owner’s title insurance policy issued by Professional National Title Network ("Title Company") in the amount of the purchase price providing standard coverage and full extended coverage over all standard and general exceptions ("Permitted Exceptions"). Any endorsement requested by PURCHASER would be at PURCHASER’s expense.

10. **Title and Survey Objections.**

    PURCHASER shall have ten (10) business days after receipt of the Title Commitment and the Survey, respectively, in which to object in writing to SELLER to any defect, encumbrance or matter appearing in the title documents or Survey, respectively. Those matters to which the PURCHASER does not so object shall become Permitted Exceptions. If, within such applicable period, PURCHASER notifies SELLER in writing of an objection to any defect, encumbrance, or matter shown in the Title Commitment or Survey, or if at any time prior to closing PURCHASER notifies SELLER in writing of an objection to any defect, encumbrance, or matter to SELLER's title not set forth in the original Title Commitment or Survey, then SELLER shall have, at its option and without any obligation to do so, five (5) business days after receipt of such notification of objection in which to cure or remove same to PURCHASER’s satisfaction. If SELLER does not do so, then PURCHASER may at any time prior to Closing send SELLER and Title Company written notice terminating this Agreement, and neither PURCHASER nor SELLER shall have any further rights or obligations pursuant to this Agreement; otherwise, PURCHASER shall be deemed to have accepted such matter, encumbrance or defect as a Permitted Exception.

11. **Title.** SELLER shall convey to PURCHASER the Property transferred hereunder
by executing and delivering to PURCHASER a general warranty deed ("Deed"), with release of marital and homestead right, if any, subject only to general taxes not yet due and payable and the Permitted Exceptions.

12. Conditions Precedent. This Agreement and PURCHASER'S obligations hereunder are contingent upon each of the following.

a. Board Approval. The PURCHASER's Board of Trustee's approval of this Agreement by is an express condition precedent.

b. Condition of the Property. Subject to Paragraph 20, that the Property at Closing is in the same condition, reasonable wear and tear excluded, as it is in on the Effective Date.

c. Failure of Conditions Precedent. In the event that any of the conditions precedent contained in this Agreement shall not be fulfilled, PURCHASER may declare, at its sole option, this Agreement null and void.

13. Property Taxes. SELLER shall pay the second installment of property taxes from 2017, in the amount of two thousand seven hundred and thirty-two dollars and forty-six cents ($2,732.46) between the Effective Date and the Closing. Upon payment of the second installment of property taxes from 2017 by SELLER, PURCHASER agrees to pay any unpaid property taxes from 2018. In the event that SELLER does not pay the second installment of property taxes from 2017, PURCHASER may declare, at its sole option, this Agreement null and void.

14. Representations of SELLER. SELLER represents and warrants to PURCHASER, which representations and warranties shall survive the Closing of this Agreement, as follows:

a. Authorization. SELLER has complete right, power and authority to enter this Agreement and to perform each of SELLER'S obligations under this Agreement.

b. SELLER'S Title. SELLER is the owner of the Property, free and clear of all liens, security interests, charges, claims, or encumbrances, restrictions, restrictions, leases, tenancies, licenses, options, except for the Permitted Exceptions. SELLER has complete right, power and authority to enter into this Agreement and to convey title of the Property to PURCHASER at the Closing by general warranty deed and SELLER represents that as of Closing these representations shall be true and correct.

c. Condition of the Property. To SELLER's knowledge, there exists no defective condition, structural or otherwise, with respect to the Property. All major structural, electrical and mechanical systems and elements are in good working order and condition for their intended uses in all material respects and will be in such good working order and condition on the Closing Date (ordinary wear and tear excepted). In addition, SELLER has not received any written notice from any insurance company which has issued a policy with respect to Property or from any board of fire underwriters (or other body exercising similar functions) claiming any defects or deficiencies in the Property or suggesting or requesting the performance of any repairs, alterations or other work to the Property.
d. **Hazardous Substances.** SELLER, to the best of SELLER’s Knowledge, warrants and represents that the Property is not contaminated with any Hazardous Substances. For purposes of this Agreement, “Hazardous Substances” means any substance or material which gives rise to liability under any of the Environmental Laws. For purposes of this Agreement, “Environmental Laws” means the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 9601 et seq., the Clean Water Act, 33 U.S.C. Section 1251 et seq., and all other applicable state, county, municipal, administrative or other environmental, hazardous waste or substance, health and/or safety laws, ordinances, rules, and regulations pertaining to the environmental or ecological conditions on, under or about the Property. To SELLER’s Knowledge, there are no underground storage tanks on the Property.

e. **Violations of Law.** SELLER, to the best of SELLER’S knowledge, warrants and represents that there is not any violation of any law, ordinance, rule or administrative or judicial order affecting the Property that will in any way affect PURCHASER’S use of, or interest in, the Property, nor is there any condemnation, zoning change, or other proceedings or action pending, threatened or contemplated by any governmental body, authority or agency that will in any way affect PURCHASER’S use of, or interest in, the Property.

f. **Litigation.** SELLER, to the best of SELLER’S knowledge, warrants and represents that there is no litigation pending, threatened or contemplated which will affect the Property in any way including, without limitation, the use, ownership and operation of the Property.

h. **Assessments.** SELLER, to the best of SELLER’S knowledge, warrants and represents that the Property is not and at the time of Closing shall not be the subject of any proposed assessments or assessment liens for any reason whatsoever including, without limitation, any work or improvement contemplated or installed at or before the Closing.

i. **Agreements.** SELLER, to the best of SELLER’S knowledge, represents and warrants that this Agreement will not conflict with, result in a breach of the terms and conditions of, accelerate any provision of, or constitute any default under, any contract or agreement of which SELLER is now or may become a party.

j. **Foreign Person.** SELLER is not a “foreign person”, as that term is defined in the I.R.C., Section 1445(F)(3), nor is the sale of the Property subject to any withholding requirements imposed by the Internal Revenue Code, including, but not limited to, Section 1445 thereof.

At the Closing, SELLER shall furnish to PURCHASER a SELLER’s Certificate updating the representations and warranties set forth herein, with any changes thereto, as of the Closing Date. In PURCHASER’s sole discretion, PURCHASER may terminate this agreement if SELLER’s updating of the representations and warranties materially affects PURCHASER’s intended use of the Property.

15. **Representations of the PURCHASER.** PURCHASER represents and warrants to SELLER, which representations and warranties shall survive the Closing of this Agreement, as follows:
a. Organization. PURCHASER represents and warrants that it is an Illinois municipal corporation duly organized and existing under the laws of the State of Illinois.

a. Authorization. PURCHASER represents and warrants that it has complete right, power and authority to enter this Agreement and to perform each of its obligations under this Agreement.

b. Litigation. PURCHASER, to the best of PURCHASER’S knowledge, warrants and represents that there is no litigation pending, threatened or contemplated relating to or affecting PURCHASER in which an adverse determination would have a materially adverse effect on the ability of PURCHASER to perform its obligations under this Agreement or consummate the transactions contemplated herein. PURCHASER is not subject to any judgment, order, decree or other governmental restriction specifically applicable to PURCHASER, which would have a materially adverse effect on the consummation of the transactions contemplated herein.

16. Escrow Closing. This sale shall be closed through an escrow with the Title Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by the Title Company, with such special provisions inserted in the escrow agreement as may be required to conform to this Agreement. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of the Deed shall be made through the escrow. The cost of the escrow shall be paid equally by SELLER and PURCHASER.

17. Closing Documents. At the time of the Closing, the Title Company shall prepare a Closing Statement which shall be signed by each of the Parties and shall indicate appropriate debits and credits on account of the purchase price, prorations and security as more fully described in this Agreement. The SELLER shall furnish an Affidavit of Title covering the time of closing, subject only to the Permitted Exceptions allowed for under this Agreement and shall sign all customary ALTA forms.

18. Closing Costs. PURCHASER shall pay for the closing costs, including charges for the owner’s title search and title insurance policy, survey, charges for recording the Deed, State and county transfer taxes, land trust fees, and any and all of SELLER’s closing fees, except for her second installment of 2017 property taxes, in an amount not to exceed Six Thousand Dollars ($6,000.00) to be paid by the Village of Tinley Park. PURCHASER shall pay for due diligence studies, environmental reports and or other engineering studies or updates.

19. Broker and Commissions. SELLER and PURCHASER represent to the other that neither has utilized the services of a broker in connection with this Agreement. Each Party hereby indemnifies and agrees to defend and hold the other Party harmless from and against any and all liability, costs, damages, causes of action or other proceedings instituted by any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the indemnifying Party in the purchase and sale of the Property or in any manner whatsoever in connection with this transaction. SELLER’s attorney, Michael Brady shall not charge any closing fees to PURCHASER as part of this transaction.
20. **Fire, Casualty or Condemnation.** In the event that, on or prior to the Closing, all or any portion of the Property is destroyed by fire or other casualty or is taken or proposed to be taken through condemnation, PURCHASER may elect, within thirty (30) days after the date of such casualty or condemnation, at its sole option, either to:

(a) Terminate this Agreement, or

(b) Proceed with the Closing of the transactions contemplated by this Agreement, in which case SELLER shall turn over to PURCHASER at the Closing, by certified funds, all insurance proceeds and/or condemnation awards theretofore paid in connection with such casualty and/or taking and shall also assign to PURCHASER, by writing in form and substance reasonably acceptable to PURCHASER, all of SELLER'S right, title and interest in and to all insurance proceeds and/or condemnation awards in connection therewith.

21. **Indemnification.** SELLER shall indemnify, defend, and hold harmless PURCHASER from and against any and all loss, costs, damages, injury, expenses, or claims arising out of any breach by or non-performance of SELLER of its obligations, representations, warranties or covenants hereunder. SELLER further agrees to pay any reasonable attorneys’ fees and expenses incident to the defense by SELLER of any such Losses.

22. **Entire Agreement.** The Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to such matter, and each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid and binding.

23. **Assignment.** PURCHASER shall not assign this Agreement or its rights hereunder without the written consent of SELLER, and SELLER shall not assign this Agreement or its rights hereunder without the written consent of PURCHASER.

24. **Duplicate Copies.** This Agreement may be executed in duplicate, each of which shall be deemed an original.

25. **Notices.** Any and all notices or other communications required or permitted by this Agreement or by law to be served upon any Party hereto by the other Party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the Party to whom it is directed, or in lieu of such personal service, by sending a written copy by United States certified mail-return receipt requested, postage prepaid, e-mail, or express mail (i.e. Federal Express, Purolator, etc.), addressed as follows:

To SELLER at: Mary Concannon
17421 70th Avenue
Tinley Park, IL 60477
26. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the law of the State of Illinois.

27. **Inurement.** This Agreement shall be binding on, and shall inure to the benefit of, the Parties to it, and their respective heirs, legal representative, successors and assigns.

28. **Attorney Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees to and through all appellate proceedings, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

29. **Captions.** Captions of the Sections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

30. **Survival.** The warranties and representations made in this Agreement by either Party to the other shall be deemed remade by all Parties as of the Closing, and shall be true and
correct at such time. The warranties, representations, indemnifications and other agreements contained in this Agreement shall survive the Closing and shall not merge into the Deed.

31. **Venue.** The sole and exclusive venues for any lawsuit filed and arising out of this Agreement shall be the Circuit Court of Cook County, Illinois or the United States District Court, Northern District of Illinois.

32. **Confidentiality.** To the extent permitted by law, PURCHASER and SELLER shall endeavor to maintain the confidentiality of this Agreement, but SELLER shall be permitted to disclose such information and documents to officials, officers, employees, agents, attorneys and consultants as SELLER in its sole discretion, deems appropriate in order to complete the transaction contemplated by this Agreement and to comply with any and all provisions of the Illinois Open Meetings Act and the Illinois Freedom of Information Act. PURCHASER understands and agrees that the provisions of this Agreement shall be a matter of public record. SELLER shall make all disclosures in the manner and within the time required by law.

IN WITNESS WHEREOF the Parties have executed this Agreement on the day and year written below.

SELLER:
Mary Concannon

By: _______________________

Date: _______________________

PURCHASER:
The Village of Tinley Park, Illinois

By: _______________________

Its: _______________________

Date: _______________________

9
EXHIBIT A

LEGAL DESCRIPTION

PIN: 28-30-411-020-0000

Common Address: 6700 174th Street, Tinley Park, Illinois 60477
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 Ordinance No. 2018-O-057, “AN ORDINANCE APPROVING A PURCHASE
AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND MARY CONCANNON,
FOR THE SALE OF PROPERTY LOCATED AT 6700 174TH STREET IN TINLEY PARK,
ILLINOIS,” which was adopted by the President and Board of Trustees of the Village of Tinley
Park on October 2, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
the Village of Tinley Park this 2nd day of October, 2018.

KRISTIN A. THIRION, VILLAGE CLERK
Although the project has been put on hold, it was prudent to finish up the process of getting the easement in place for the eventual bike path construction. Gallagher and Henry has executed the easement from the Com-Ed property across their parcel to the dog park.

The plat is ready for village board action and recording.

84TH AVE. AND 179TH ST.
BIKE PATH EXTENSION

Please advise if any further information is needed.

CJK/pc
THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2018-R-077

A RESOLUTION APPROVING AND ACCEPTING A PLAT OF EASEMENT FOR A PUBLIC BIKE PATH EXTENSION

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

MICHAEL J. PANITTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ
JOHN A. CURRAN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125, Chicago, IL 60606
VILLAGE OF TINLEY PARK  
Cook County, Illinois  
Will County, Illinois  

RESOLUTION NO. 2018-R-077  

A RESOLUTION APPROVING AND ACCEPTING A PLAT OF EASEMENT FOR A PUBLIC BIKE PATH EXTENSION  

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

WHEREAS, the Village of Tinley Park ("Village"), has considered a Plat of Easement ("Plat") for ingress and egress from Commonwealth Edison Company ("Owner"), in preparation for the development and extension of a bike path within the Village; and  

WHEREAS, a true and correct copy of said Plat is 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 interest of said Village of Tinley Park that said Plat be approved and accepted; and  

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

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

SECTION 2: That the President and Board of Trustees of the Village of Tinley Park hereby approve and accept the Plat, attached hereto as Exhibit 1, and all necessary Village Officials are hereby authorized to execute the Plat prior to the final recording subject to review and revision as to form by the Village Attorney and Village Staff.  

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

SECTION 4: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.
PASSED THIS 18th day of September, 2018.

AYES:

NAYS:

ABSENT:

APPROVED THIS 18th day of September, 2018.

______________________________
VILLAGE PRESIDENT

ATTEST:

______________________________
VILLAGE CLERK
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-077, “A RESOLUTION APPROVING AND ACCEPTING A PLAT OF EASEMENT FOR A PUBLIC BIKE PATH EXTENSION,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 18, 2018.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of September, 2018.

KRISTIN A. THIRION, VILLAGE CLERK
GRANT OF EASEMENT
FOR A BIKE PATH TO THE VILLAGE OF TIMLEY PARK, ILLINOIS

This grant of easement is made by the Grantor, the Township of Timley Park, Illinois, to the Grantee, the Village of Timley Park, Illinois, in consideration of a sum of money and the covenants and conditions set forth below.

Description:
The easement granted by this document is a strip of land, 10 feet in width, along the north boundary of Lot 2, as shown on the attached map, which is located in Township 31 North, Range 3 West of the 3rd P.M., in Cook County, Illinois. The easement is bounded on the north by the property line of Lot 2, and on the south by the property line of Lot 3. The easement is subject to the restrictions and conditions set forth in the covenant attached hereto.

Terms of Easement:
The easement shall run with the land and shall be permanent in nature. The easement is subject to the following terms and conditions:

1. The easement shall be used solely for the purpose of providing a bike path for the benefit of the Village of Timley Park.
2. The easement shall not be used for any other purpose without the written consent of the Grantor.
3. The easement shall not be created or altered in any manner without the written consent of the Grantor.

Applicant: The Village of Timley Park

Grantor: The Township of Timley Park

Date of Grant: [Date]

By: [Signature]

Recorded in the Office of the Clerk of Cook County, Illinois

[Map and Diagram Attached]

[Additional Information and Statements as Required by Law]
Date: September 25, 2018

To: David Niemeyer - Village Manager  
   Brad Bettenhausen - Village Treasurer  
   Kevin Workowski - Public Works Director

From: Colby C. Zemaitis, PE, CFM - Village Engineer

Subject: Professional Engineering Services Agreement for Harmony Square

Prepared for September 25, 2018 Public Works Committee Discussion and possible action:

Background:

The Village staff has met and discussed the proposed improvements and site layout for the Harmony Square Downtone Plaza Development proposed on North Street between Oak Park Avenue and 67th Avenue. The Village currently has a professional design services contract with The Lakota Group for the preparation of the landscape and site design documents for this project.

Description:

This professional engineering will address the schematic design and design development requirements along with the preparation of the construction plans and specifications for the site civil and electrical portions of the project. The additional services also included are for the materials testing and construction observation.

Budget/Finance:

A total of $7,546,057 in funding is available in the Downtown Plaza Expansion project and is appropriated as such in the FY19 Budget.

Staff Direction Request:

1. Approve professional engineering contract in amount of $288,500 for the Harmony Square Downtown Plaza Development Project to Christopher B. Burke Engineering, Ltd.
2. Direct Staff as necessary.
Attachments:

1. Engineering Services Agreement and Rate Sheet
September 24, 2018

Village of Tinley Park
Department of Public Works
7980 W. 183rd Street
Tinley Park, IL 60477

Attention: Mr. Colby Zemaitis, PE, CFM
Village Engineer

Subject: Proposal for Professional Engineering Services for the Harmony Square Downtown Plaza Development

Dear Mr. Zemaitis:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional engineering services for the subject project. The purpose of these services is to provide Schematic Design and Design Development to provide construction plans and specifications for the site civil and electrical portions of the development of the Plaza property.

After further conversations with Village staff and Lakota Group, our initial scope submitted to the Village on September 18, 2018 has been revised to refine the services CBBEL will provide as to not overlap with services being conducted by the Lakota Group and their other subconsultants. This proposal includes our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

UNDERSTANDING OF ASSIGNMENT

We understand that the Village of Tinley Park is proceeding with their Downtown Harmony Square Plaza project. The improvements will be based on the concept plan prepared by The Lakota Group which includes a stage and shade structure, event lawn, ice pond, holiday tree, water feature, gateway pergola, and various temporary and permanent structures. The survey for the site has been completed by Robinson Engineering and the geotechnical investigation along with the CCDD soil sampling and testing has been completed by GEOCON.

The limits of the improvements are understood to be bound by North Street to the south, 173rd Street to the north, the extension of 67th Court to the east, and the private property to the west. It is understood that the project includes the extension of 67th Court from the existing road south to intersect with North Street. It is further understood that the project
includes the reconstruction of 173rd Street from Oak Park Avenue to 67th Court. Robinson Engineering is designing and bidding the reconstruction of North Street from Oak Park Avenue to the eastern limits of the project. Our scope will include the streetscape from the back of curb of the north curb line of North Street, including 67th Court and 173rd Street surrounding the plaza.

Project coordination will be led by the Lakota Group, with their subconsultants handling various aspects of the development. Items being handled by Lakota and their consultants include:

- Ice rink and snow melt pit design and details
- Ice rink railing or dashed board design and details
- Artificial turf design and details, including seasonal artificial turf over the ice rink
- Fountain/feature design and details
- All buildings/structures to within 3' of the building exterior
- Temporary warming tent design and details
- Shade Structure and Event Plaza design and details
- Fire Place design and details
- Gateway and Pergola design and details
- Holiday Tree mounting design and details

It is further understood that the Village has released ComEd to design the relocation of their overhead facilities and that the Village and/or the project architect selected by Lakota will coordinate dry utility connections to the proposed locations. CBBEL's Dry Utility Design and Coordination task has been removed from this proposal. If this service is requested at a later time, CBBEL can perform this task on a time and material basis.

Our project will consist of watermain, storm sewer, and sanitary sewer improvements throughout the site and along 173rd Street and 67th Court, and tie into connection points on North Street. The project will also include electrical and lighting design and coordination.

According to the Village, the approximate construction budget for the Plaza is $8,000,000, and the tentative schedule has construction starting in June of 2019.

**SCOPE OF SERVICES**

CBBEL proposes the following scope of services for the projects.

**Task 1 – Preliminary Design:** CBBEL will create preliminary/30% plans which will incorporate the various site features outlined in the Lakota master plan. We understand that Lakota will provide a geometrically accurate CAD drawing designed utilizing the Robinson survey which includes all the site and streetscape features. At this point, the amenity size and locations can be discussed and adjusted as necessary. CBBEL will work with the Architect, Land Planner, fountain designer, and Ice Rink supplier to further refine the site plan to incorporate all the special needs of the various aspects of the project. CBBEL will set a profile and alignment to 173rd Street and 67th Court and produce cross sections for the proposed roadways. A preliminary construction cost estimate and staging plan will also be provided.
Task 1.1 – Preliminary Utility Evaluation and Site Plan: We will prepare a preliminary utility and site plan using the geometry provided by Lakota and the information provided by the topographic survey, the Village, utility companies, and the subconsultants. Upon authorization to proceed, CBEL will send a location map to all known private utility companies within the project area requesting their atlases or plans of their facilities within the project limits.

The preliminary utility plan will include the following:

- Existing utility locations,
- Existing utilities to be abandoned in-place or removed,
- Proposed roadway locations and profile,
- Proposed building services locations,
- Proposed sanitary sewer, storm sewer, and watermain locations,
- Proposed Stormwater BMP’s.

Task 1.2 – Volume Control: We will calculate the required volume control as mandated by the MWRD. CBEL will analyze the impact of the required volume control to the proposed site plan. We will look for opportunities within the site plan to incorporate best management practices (BMP’s). Implementation of these suitable design features can often times reduce up front costs, annual maintenance costs and simplify the permitting through the MWRD.

Task 1.3 – Consultation/Meeting/Conference calls: CBEL will provide consultation including attendance at group meetings or conference calls with the subconsultants, municipal staff, governmental agencies and utility companies to properly advise the Village of the engineering concerns. CBEL will produce engineering exhibits/material and attend public meetings to be presented by the Lakota Group. Ten meetings are included in this task. Additional meetings will be billed on a time and material basis.

Task 2 – Electrical and Lighting Design and Coordination: It is anticipated that several subconsultants and product suppliers will be assisting in the design of the infrastructure necessary for their product. Given some of the specialized equipment for this project, some portions of the project will be specified as sole sourced products. This task will involve the design and coordination of the various MEP elements necessary to tie the project elements into a cohesive project.

Task 2.1 – Water Feature Power/Water/Sewer Services: The overall design of the water feature will be designed and permitted by others and is not included in this task. CBEL will provide supplementary design related only to providing power, water and sewer connections to the fountain.

Task 2.2 – Plaza Site and Landscaping Lighting Design: This work relates to only exterior site lighting. We assume all building mounted (interior and exterior) lighting design will be performed by the architect, as well as fountain lighting design will be performed by the fountain vendor. It is anticipated that the exterior site lighting would contain numerous types of lighting including pedestrian scale light poles for walkways, higher level light poles for the ice rink, lighted bollards, tree/landscape lighting, and special features such as seat/bench and monument lighting. The selection of all site light...
poles and fixtures will be performed by others and specific make/models with wattages/optics including their locations will be provided to CBBEL. All photometric requirements/calculations will be determined, performed and submitted to the Village by others. CBBEL will assist the Village with review of the submitted site photometric calculations and pole layout. After the photometrics and pole locations have been approved by the Village, CBBEL will perform the detailed lighting design. CBBEL will determine optimal circuitry/routing and perform electrical calculations to size the conduit/wiring/handholes/junction boxes required for all exterior site lighting elements. CBBEL will design lighting controls for all site lighting fixtures. CBBEL will create site lighting electrical plan drawings as well as detail drawings of all equipment.

Task 2.3 – Street Lighting Design: This work relates to street lighting along 173rd St. (Oak Park Ave. to 67th Ct.) and along 67th Ct. (173rd St. to North St.). The selection of all street light poles and fixtures will be performed by others and specific make/models with wattages/optics including their locations will be provided to CBBEL. All photometric requirements/calculations will be determined, performed and submitted to the Village by others. CBBEL will assist the Village with review of the submitted roadway photometric calculations and pole layout. After the photometrics and pole locations have been approved by the Village, CBBEL will perform the detailed lighting design. CBBEL will determine optimal circuitry/routing and perform electrical calculations to size the conduit/wiring/handholes/junction boxes required. CBBEL will design lighting controls for the roadway lighting fixtures. CBBEL will create roadway lighting electrical plan drawings as well as detail drawings of all equipment. The design will be in accordance with current Village and IDOT District 1 “General Guidelines for Lighting Design.

Task 2.4 – Vendor Tent Power Electrical Design: This work related to power for portable vendor tents that will be located throughout the site during local events. The fixed tent locations and power requirements for each will be determined by and submitted to the Village by others. After the fixed tent locations have been approved by the Village, CBBEL will design permanent and temporary power infrastructure to the fixed locations. CBBEL will determine optimal circuitry/routing and perform electrical calculations to size the conduit/wiring/handholes/junction boxes required. CBBEL will provide circuits and loads to the architect for their design of power distribution panels inside building. CBBEL will create vendor power electrical plan drawings as well as detail drawings of all equipment.

Task 2.5 – Site Sound Design: CBBEL will work with a music vendor to design and show locations for speakers, conduit, wire, receiver/transmitter components as required to provide a complete base-level sound and public-address system for the site. We assume speakers will be wireless units mounted to proposed light poles or dedicated speaker poles, building facades, pergola supports, etc. CBBEL will prepare drawings to locate the speakers, receiver/transmitter and provide detail drawings of all equipment. Sound system for the stage area is not included in this scope.

Task 2.6 – Site Security Close Circuit Television Camera (CCTV): CBBEL will work with a CCTV vendor to design CCTV system and show camera locations, and provide space for CCTV controls, data storage and CCTV equipment as required to provide a complete CCTV system for the site. CBBEL will prepare plans and specifications for inclusion in the overall site design contract documents.
Task 3 – Design Development: CBBEL will create pre-final and final engineering plans which will incorporate the various site features outlined in the Lakota master plan. This task will consist of the preparation of the final design documents for submittal to the Village for review. It is in this stage that the construction details for all aspect of the project are assembled.

Task 3.1 – Pre-Final Engineering: The plan drawings will include design drawings, technical specifications, and other documentation for the final design of on-site engineering improvements. The plans will be in English units of measurement. This work will include; plan notes, typical sections, geometric plan, water service, sanitary sewer service, storm sewers, paving for roadways/parking areas, grading, erosion control, details and, pavement marking/signing. Our design of underground utilities will be up to three feet from the outside of the building wall for service connections. Site drawings will reflect required planning for grading, drainage, curbs, curb cuts, sidewalks, and gutters.

CBBEL will use IDOT standard pay items or Village standard special provisions where applicable. Otherwise, project-specific special provisions will be written as needed. Plans, special provisions, and the estimate of cost will be submitted to the Village for review.

A set of pre-final plans will be submitted to utility companies for verification of facilities.

Task 3.2 – Final Engineering: Upon meeting with the Village staff to review their comments on the pre-final submittal, we will revise and finalize the contract documents and cost estimate. During this task the exact letting date will be determined and an estimated construction schedule will be provided. We will provide the plans (signed and sealed by a professional engineer licensed in the state of Illinois), specifications and estimate to the Village and Lakota in electronic format for bidding.

Task 4 – Permitting: CBBEL will prepare and submit a NOI to the Illinois Environmental Protection Agency (IEPA) for the project site. Also, consultations for clearances will be performed with the Illinois Department of Natural Resources and the Illinois Historic Preservation Agency. In addition, CBBEL will prepare the SWPPP for the project in accordance with Part IV of the General NPDES Permit No. ILR10. Please note that completion of this task will require input from the project engineer and signed certification statements from all contractors, subcontractors, and the operator as identified in the SWPPP. This task also covers the submittal of an electronic copy of the SWPPP to the IEPA. As required by the NPDES Phase II Storm Water Construction General Permit (ILR10), an up-to-date copy of the SWPPP must be maintained on the project site during construction activities.

CBBEL will also submit and obtain the construction permits through the IEPA for the water main and sanitary sewer improvements. Permitting for the water feature is assumed to be completed by others.

Task 5 – Watershed Management Permit (WMP) Submittal: It is CBBEL’s understanding that the detention requirements for this site are provided for off-site in an existing detention facility designed by Robinson Engineering. Stormwater volume control is required and CBBEL proposes to accommodate this requirement with storage in the stone subgrade of
the permeable pavement along 173rd Street and 67th Court, or alternatively under the Event Lawn turf. The MWRD WMP application will include:

- WMO Schedule A
- WMO Schedule B
- WMO Schedule C
- WMO Schedule D
- WMO Schedule K
- WMO Schedule R
- Current survey of property
- WMO Schedule P
- Summary Report
- Signed and sealed engineering plans

CBBEL will create the WMO Permit Application package for submittal to MWRD based on the information generated in the previous tasks and supplied to us as previously noted. It is assumed that no MWRD permit review fee will be required for this project, as it is a municipal project, and is not included in the fee for this task.

**Task 6 – Construction Observation:** CBBEL understands that the Village of Tinley Park would like assistance facilitating construction of the Harmony Square Downtown Development Plaza and associated roadways. Anticipated work includes attending a pre-construction meeting, answering questions and performing shop drawing reviews for site electrical and civil engineering related items designed by CBBEL only, and providing clarification to the Contractor for any design or construction related questions. It is our understanding that observation is being provided by others for specialty items such as the fountain, ice rink, stage and buildings.

CBBEL is proposing to staff a full time Resident Engineer for the duration of the roadway reconstruction along 173rd Street and the 67th Court extension and provide part time observation services, as needed, for the site electrical and civil engineering items related to the Plaza construction. For estimating purposes, it is assumed that the duration of roadway reconstruction will be approximately 8 weeks and the site electrical and civil portion of the Plaza will be 16 weeks. Twenty (20) hours per week for the 16-week duration has been estimated for this portion of the Plaza.

**Task 6.1 – Pre-Construction Services:** CBBEL will perform the following tasks prior to the start of construction:

- Attend the pre-construction meeting.
- Review the Contractor's work schedule for compliance with the specifications.

**Task 6.2 – Submittal Review:** CBBEL will review submittals for site electrical and civil engineering related items from the Contractor for conformance with the plans and specifications.

**Task 6.3 – Construction Observation for Site Electrical and Civil Work:** While on-site, construction observation will include the following tasks:
- Observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the Contract Documents. The Engineer will keep the Village informed of the progress of the work, guard the Village against defects and deficiencies in the work, advise the Village of all observed deficiencies of the work, and will disapprove or reject all work failing to conform to the Contract Documents.

- Record the names, addresses and phone numbers of all Contractors, subcontractors and major material suppliers in the diary.

- Keep an inspectors daily report book, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations as well as general and specific observations and job progress.

- Inspect erosion and sediment control measures and notify Contractor of any deficiencies.

- Attend construction conferences at the request of the Village.

- Review the Contractor's schedule on a weekly basis. Compare actual progress to Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule.

- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of his obligations.

Task 6.4 – Material Testing: An allowance has been added so that CBBEL can coordinate material testing with a local testing facility for quality assurance of concrete placed for roadway items and flatwork in the plaza.

It shall be noted that CBBEL will only be able to observe that construction taking place when they are on-site and taking no responsibility for all other work.

The scope of work does not include review and recommendation of contractor invoices, inspections or shop drawing reviews related to the stage/canopy, ice rink, water feature, or any buildings/structures.

It is understood that CBBEL will not be responsible for job and site safety on this project; job and site safety shall be the sole responsibility of the Contractor(s). CBBEL does not have the right to stop work and will not advise/schedule/coordinate/supervise the Contractor(s) nor the Contractor(s) means and methods of their work.

CBBEL shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work since these are solely the Contractor's responsibility under the contract for construction.

If the Village requests additional services or labor beyond the allocated number of hours then a supplemental proposal can be provided.
SCOPE ASSUMPTIONS/EXCLUSIONS

If requested by the Village, CBBEL will perform the following task on a time and material basis:

- **Dry Utility Design and Coordination:** It is our understanding that the Village of Tinley Park wants to remove all existing overhead dry utilities from the utility poles located along the perimeter of the site on 173rd Street, 67th Court and North Street. The Village has made preliminary contact to coordinate this effort with ComEd, AT&T and Comcast which appear to currently have facilities located on these poles have not been contacted. CBBEL will also need to coordinate proposed natural gas service to the site. All of this work will need to be coordinated further with the utility companies through meetings on-site and off-site so as to provide the utility companies with guidance as to where the proposed infrastructure can be placed with preferential alignments and above grade equipment placement such as transformers, switch boxes, splice pits, structures, pedestals as well as meters and regulators.

Based on the proposed equipment requirements, plans will be prepared by each utility company. CBBEL will prepare plans showing the proposed alignments for the utility main transmission lines, transformer and switch gear pads, and design the individual house and business service lines which feed each of the properties that are affected by the conversion of the utilities from overhead to underground or new services required to facilitate the site.

It is assumed that all the required utility easements are in place and no proposed easements will be required. Any additional easement acquisition documents may be prepared by CBBEL under additional task services and recorded by the Village.

**Data Collection and Project Coordination Meetings:** CBBEL will coordinate joint meetings with the utility companies that have been previously contacted by Village staff. These meetings will be a combination of field meetings as well as office meetings with all utilities affected by the project scope. The purpose of these meetings will be to coordinate design efforts by each utility company, discuss costs associated with the work, and to coordinate with the utility companies in preparation and completion of the design drawings. CBBEL will also attend a stakeholder meeting with the affected businesses and residents.

**Construction Plans and Bidding Document Preparation:** Based on the design drawings provided by each of the affected utility companies, CBBEL will design "For Construction" plans incorporating the proposed conduits and above grade appurtenances required by the utilities to accommodate the proposed main cabling to replicate their existing overhead infrastructure to underground. CBBEL will design and prepare plans to facilitate the new secondary services to each of the affected properties. This will include the verification of existing electric service sizes, providing new conduits, cabling and metering devices to receive the underground services from the new utility main infrastructure. The plans and bidding documents will be submitted to the utility companies and the Village for review and approval.

**Summary of Quantities and Cost Estimate:** Based on the work described in these tasks, an opinion of probable construction cost will be prepared along with a Summary of Quantities. This estimate will only be for the infrastructure to be installed by the Village.
for the utility companies to locate their utilities. Each utility may have their own costs associated with their project scope which is not included in this task.

- **Plaza Structures Supplementary Mechanical/Electrical Design:** The overall structure to house the ice rink chiller equipment and Zamboni will be designed by architect/structural engineer and is not included in this task. CBBEL will provide supplementary mechanical and electrical design related to the ice skating rink chiller equipment and Zamboni. CBBEL will coordinate with ice skating rink vendor for equipment sizes, locations and layout. A pit will be designed to melt the ice shavings removed from the ice by the Zamboni along with a heating and treatment system for the water supply for the Zamboni. Sound levels onto adjacent properties from the ice rink compressor will be performed.

Also under this task, CBBEL will determine the required electrical demand loads of the site for the design of the service and distribution equipment.

- **Site Lightning Detection Design:** CBBEL will work with a lightning detection vendor to design a lightning detection system and show detector location along with power supply and communication as required.

Consulting services relating to any of the following tasks may be completed by CBBEL if negotiated under a separate contract for an additional fee, but are presently specifically excluded from this Agreement:

**Engineering Services**

- It is assumed that existing nearby utilities will be extended to serve the site and that no mechanicals (pump station or lift station) are required for underground utility extensions and connections, including stormwater management.
- Design of any structures such as bridges, retaining walls or underground stormwater detention is not included.
- Preparation of plats, easements, and legal documents are not included.
- Design of any elements inside of the proposed building is excluded (to be provided by the architect). CBBEL will design facilities to within 3 feet of the building.
- Design of any foundations are not included (to be provided by the architect).
- Design of the water feature or any water holding tanks is excluded. The drawings will be prepared, stamped, and packaged for submittal to the public health governing body for review and permitting by others.
- Design of the ice rink or any features associated with the rink (to be provided by Lakota subconsultant).
- Landscaping plans and site elements will be designed and provided by others (Lakota). The site elements include but are not limited to site furnishings (benches, trash receptacles, etc.), gateway elements, pergola details, and hardscape details and layout.
- Irrigation Plans by others (Lakota).
- Traffic analysis, traffic impact studies, parking plan, capacity analyses, warrant studies, intersection design studies, and construction documents for any traffic control devices are not included.
- All design and construction will be paid for using local funds. Vo Motor Fuel Tax or Federal funds will be used for engineering or construction.
- Review of as-built information and preparation record drawings is not included in this contract.
- Environmental assessments, and re-testing of any material are not included.
- Geotechnical investigations have been completed for the project, however additional geotechnical borings may be required if any of the structures will include a basement. The additional borings, if required, are not included.
- Additional topographic survey is not included.
- Private utility cost for the relocation of their facilities is not included.
- Trash enclosure design is not included.
- Advertising for bidding, bidding assistance, and review and tabulation of the bids and recommendations of award is not included.

**ESTIMATE OF FEE**

We estimate the costs of the services to be the following:

<table>
<thead>
<tr>
<th>Task</th>
<th>Fee</th>
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<tbody>
<tr>
<td>Task 1 – Preliminary Design</td>
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<tr>
<td>Task 1.1 – Preliminary Utility Evaluation and Site Plan</td>
<td>$24,500</td>
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<td>Task 1.2 – Volume Control</td>
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<tr>
<td>Task 1.3 – Consultation/Meeting/Conference calls</td>
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<tr>
<td>Task 2 – Electrical and Lighting Design and Coordination</td>
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<tr>
<td>Task 2.1 – Water Feature Power/Water/Sewer Services</td>
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<td>Task 2.2 – Plaza Site and Landscaping Lighting Design</td>
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<td>Task 2.3 – Street Lighting Design</td>
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<td>Task 2.4 – Vendor Tent Power Electrical Design</td>
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<td>Task 2.5 – Site Sound Design</td>
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<td>Task 2.6 – Site Security Close Circuit Television Camera (CCTV)</td>
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<td>Task 3 – Design Development</td>
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<td>Task 3.1 – Pre-Final Engineering</td>
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<td>Task 3.2 – Final Engineering</td>
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<td>Task 4 – Permitting</td>
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<td>Task 5 – Watershed Management Permit (WMP) Submittal</td>
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<td>Task 6 – Construction Observation</td>
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<td>Task 6.2 – Submittal Review</td>
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<td>Task 6.4 – Material Testing</td>
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<td>Direct Costs</td>
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<td><strong>Total</strong></td>
<td><strong>$288,500</strong></td>
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We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the Agreement for Professional Services between the Village of Tinley and CBBEL that is already on file. It should be emphasized that any additional requested meetings or additional services that are not included in the preceding Fee Estimate will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,

Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE
President

Enclosure: Standard Charges

THIS PROPOSAL AND SCHEDULE OF CHARGES ACCEPTED FOR THE VILLAGE OF TINLEY PARK:

BY: ________________________________

TITLE: ______________________________

DATE: ______________________________
THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2018-R-078

A RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR THE HARMONY SQUARE DOWNTOWN PLAZA DEVELOPMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD FOR SERVICES PROVIDING SCHEMATIC DESIGN AND DESIGN DEVELOPMENT TO PREPARE CONSTRUCTION PLANS, SPECIFICATIONS, MATERIAL TESTING AND CONSTRUCTION OBSERVATION FOR THE SITE CIVIL AND ELECTRICAL PORTIONS OF THIS PROJECT

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

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

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
RESOLUTION NO. 2018-R-078

A RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR THE HARMONY SQUARE DOWNTOWN PLAZA DEVELOPMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD FOR SERVICES PROVIDING SCHEMATIC DESIGN AND DESIGN DEVELOPMENT TO PREPARE CONSTRUCTION PLANS, SPECIFICATIONS, MATERIAL TESTING AND CONSTRUCTION OBSERVATION FOR THE SITE CIVIL AND ELECTRICAL PORTIONS OF THIS PROJECT

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 a Professional Engineering Agreement with the Christopher B. Burke Engineering, LTD., a true and correct copy of such Professional Engineering 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, subject to review and revision as to form by the Village Attorney.

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 2nd day of October, 2018, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 2nd day of October, 2018, by the President of the Village of Tinley Park.

______________________________
Village President

______________________________
Village Clerk
EXHIBIT 1

A PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR THE HARMONY SQUARE DOWNTOWN PLAZA DEVELOPMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD FOR SERVICES PROVIDING SCHEMATIC DESIGN AND DESIGN DEVELOPMENT TO PREPARE CONSTRUCTION PLANS, SPECIFICATIONS, MATERIAL TESTING AND CONSTRUCTION OBSERVATION FOR THE SITE CIVIL AND ELECTRICAL PORTIONS OF THIS PROJECT
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made between Christopher B. Burke Engineering, Ltd. (hereinafter "Contractor") having its principal place of business at 9575 W. Higgins Road, Suite 600, Rosemont, IL 60018 and the Village of Tinley Park, an Illinois home-rule municipal corporation (hereinafter the "Village"); collectively the "Parties"), for the following project:

Christopher B. Burke Engineering, Ltd.
Harmony Square Downtown Plaza Development
(Scope of Work set out in Exhibit A)

FOR AND IN CONSIDERATION of their mutual promises, covenants, undertakings and agreements, the parties agree as follows:

I. Services

A. Contractor agrees to provide, as an independent contractor, the professional services included in Exhibit A, attached hereto and made a part hereof, as well as such other or incidental services as may be necessary to carry out said professional services, as well as any other professional services requested by the Village (hereinafter the "Services"). Said Services shall be conducted in accordance with the nationally recognized standards in the industry, the expectations of the Village, and the laws and regulations of the State of Illinois and the Village of Tinley Park. The express terms of this Agreement shall take precedence and control over any term or provision of any Exhibit that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.

B. The Services shall be provided by employees of Contractor, who are experienced, certified, and/or qualified and licensed, to the extent necessary to perform said Services in the State of Illinois.

C. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Agreement. Nothing contained herein shall create any contractual or employment relations.
between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

II. COMPENSATION

Contractor will be compensated based upon the fee schedule attached hereto as Exhibit B.

III. INDEMNIFICATION AND HOLD HARMLESS.

Contractor will indemnify and hold harmless, protect and defend, at its own cost and expense, the Village, its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, or other persons or property standing in the interest of the Village, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims, or liabilities of any character, brought because of any death, injuries or damages received or sustained by any person, persons, or property on account of any act, omission, neglect or misconduct of Contractor, its officers, agents and/or employees, including any of its subcontractors, arising out of or in performance of any provision of this Agreement, including any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree.

IV. INSURANCE

During the term of this Agreement, Contractor shall provide and maintain the types of insurance set forth in Exhibit C, written on the comprehensive form and as "occurrence" policies, primary to any insurance of the Village, in not less than the specified amounts.

Contractor shall furnish to the Village, prior to commencing any activities under this Agreement, and annually thereafter, satisfactory proof of the above insurance requirements by a reliable insurance company or companies authorized to do business in Illinois. Such proof shall consist of certificates executed by the respective insurance companies and attached to this Agreement as Exhibit D. Said certificates shall list the Village and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, and attorneys, as additional insureds on all required insurance policies.

V. WARRANTY

Contractor represents and warrants to the Village that it has the experience and ability to perform the services required by this Agreement, that it will perform said services in a professional, competent and timely manner, as represented and suitable for the performance of the Agreement, and that that it has the power to enter into and perform this Agreement.
VI. NOTICE

Except to the extent that verbal notice is otherwise permitted herein, proper notice may be given by personal service or certified or registered mail to:

Christopher B. Burke Engineering, Ltd.
Andrew Pufundt, PE
9575 West Higgins Road, Suite 600
Rosemont, IL 60018

OR TO:

Village of Tinley Park
Village Manager
16250 South Oak Park Avenue
Tinley Park IL 60477

Notice shall be effective upon the date of receipt by personal service or as evidenced by a valid return receipt. The name and/or address to which notice is required may be amended at any time by written notice to the other party as provided herein.

VII. INTERPRETATION

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

VIII. WAIVER.

The waiver of one party of any breach of this Agreement or the failure of one party to enforce any provisions hereof, shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.

IX. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal or unenforceable, that provision shall be severable from the rest of this Agreement and the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired.
X. ENTIRE UNDERSTANDING

This Agreement sets forth all of the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

XI. TERM

The effective date of this Agreement is the date the Village executes the agreement by signing below. The Village may terminate this Agreement at any time and for any reason, upon providing twenty-four hours written notice to Contractor. The Agreement shall remain in effect for 12 months from the effective date and shall be automatically renewed for a like term, subject to the right of the Village to cancel this Agreement upon twenty-four hours written notice to Contractor.

IN WITNESS WHEREOF, the Village of Tinley Park and Christopher B. Burke Engineering, Ltd. have executed this agreement.

VILLAGE OF TINLEY PARK

By: ____________________________
    Village Manager

DATE: __________________________

Christopher B. Burke Engineering, Ltd.

By: ____________________________
    President

DATE: 9/24/18
CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.  
Christopher B. Burke Engineering, Ltd.  
Name of Contractor (please print)  
Submitted by (signature)  
President  
Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.  
Christopher B. Burke Engineering, Ltd.  
Name of Contractor (please print)  
Submitted by (signature)  
President  
Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.  
Christopher B. Burke Engineering, Ltd.  
Name of Contractor (please print)  
Submitted by (signature)  
President  
Title
Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Christopher B. Burke Engineering, Ltd.
Name of Contractor (please print) Submitted by (signature)
President
Title
EXHIBIT A

Scope of Professional Services

Work as specified and approved by the Village of Tinley Park in the Proposal for Professional Engineering Services for the Harmony Square Downtown Plaza Development dated September 24, 2018.
September 24, 2018

Village of Tinley Park
Department of Public Works
7980 W. 183rd Street
Tinley Park, IL 60477

Attention: Mr. Colby Zemaitis, PE, CFM
Village Engineer

Subject: Proposal for Professional Engineering Services for the
Harmony Square Downtown Plaza Development

Dear Mr. Zemaitis:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional engineering services for the subject project. The purpose of these services is to provide Schematic Design and Design Development to provide construction plans and specifications for the site civil and electrical portions of the development of the Plaza property.

After further conversations with Village staff and Lakota Group, our initial scope submitted to the Village on September 18, 2018 has been revised to refine the services CBBEL will provide as to not overlap with services being conducted by the Lakota Group and their other subconsultants. This proposal includes our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

UNDERSTANDING OF ASSIGNMENT

We understand that the Village of Tinley Park is proceeding with their Downtown Harmony Square Plaza project. The improvements will be based on the concept plan prepared by The Lakota Group which includes a stage and shade structure, event lawn, ice pond, holiday tree, water feature, gateway pergola, and various temporary and permanent structures. The survey for the site has been completed by Robinson Engineering and the geotechnical investigation along with the CCDD soil sampling and testing has been completed by GEOCON.

The limits of the improvements are understood to be bound by North Street to the south, 173rd Street to the north, the extension of 67th Court to the east, and the private property to the west. It is understood that the project includes the extension of 67th Court from the existing road south to intersect with North Street. It is further understood that the project
includes the reconstruction of 173rd Street from Oak Park Avenue to 67th Court. Robinson Engineering is designing and bidding the reconstruction of North Street from Oak Park Avenue to the eastern limits of the project. Our scope will include the streetscape from the back of curb of the north curb line of North Street, including 67th Court and 173rd Street surrounding the plaza.

Project coordination will be led by the Lakota Group, with their subconsultants handling various aspects of the development. Items being handled by Lakota and their consultants include:

- Ice rink and snow melt pit design and details
- Ice rink raling or dasher board design and details
- Artificial turf design and details, including seasonal artificial turf over the ice rink
- Fountain/feature design and details
- All buildings/structures to within 3’ of the building exterior
- Temporary warming tent design and details
- Shade Structure and Event Plaza design and details
- Fire Place design and details
- Gateway and Pergola design and details
- Holiday Tree mounting design and details

It is further understood that the Village has released ComEd to design the relocation of their overhead facilities and that the Village and/or the project architect selected by Lakota will coordinate dry utility connections to the proposed locations. CBBEL’s Dry Utility Design and Coordination task has been removed from this proposal. If this service is requested at a later time, CBBEL can perform this task on a time and material basis.

Our project will consist of watermain, storm sewer, and sanitary sewer improvements throughout the site and along 173rd Street and 67th Court, and tie into connection points on North Street. The project will also include electrical and lighting design and coordination.

According to the Village, the approximate construction budget for the Plaza is $8,000,000, and the tentative schedule has construction starting in June of 2019.

**SCOPE OF SERVICES**

CBBEL proposes the following scope of services for the projects.

**Task 1 – Preliminary Design:** CBBEL will create preliminary/30% plans which will incorporate the various site features outlined in the Lakota master plan. We understand that Lakota will provide a geometrically accurate CAD drawing designed utilizing the Robinson survey which includes all the site and streetscape features. At this point, the amenity size and locations can be discussed and adjusted as necessary. CBBEL will work with the Architect, Land Planner, fountain designer, and Ice Rink supplier to further refine the site plan to incorporate all the special needs of the various aspects of the project. CBBEL will set a profile and alignment to 173rd Street and 67th Court and produce cross sections for the proposed roadways. A preliminary construction cost estimate and staging plan will also be provided.
Task 1.1 – Preliminary Utility Evaluation and Site Plan: We will prepare a preliminary utility and site plan using the geometry provided by Lakota and the information provided by the topographic survey, the Village, utility companies, and the subconsultants. Upon authorization to proceed, CBBEL will send a location map to all known private utility companies within the project area requesting their atlases or plans of their facilities within the project limits.

The preliminary utility plan will include the following:

- Existing utility locations,
- Existing utilities to be abandoned in-place or removed,
- Proposed roadway locations and profile,
- Proposed building services locations,
- Proposed sanitary sewer, storm sewer, and watermain locations,
- Proposed Stormwater BMP’s.

Task 1.2 – Volume Control: We will calculate the required volume control as mandated by the MWRD. CBBEL will analyze the impact of the required volume control to the proposed site plan. We will look for opportunities within the site plan to incorporate best management practices (BMP’s). Implementation of these suitable design features can often times reduce up front costs, annual maintenance costs and simplify the permitting through the MWRD.

Task 1.3 – Consultation/Meeting/Conference calls: CBBEL will provide consultation including attendance at group meetings or conference calls with the subconsultants, municipal staff, governmental agencies and utility companies to properly advise the Village of the engineering concerns. CBBEL will produce engineering exhibits/material and attend public meetings to be presented by the Lakota Group. Ten meetings are included in this task. Additional meetings will be billed on a time and material basis.

Task 2 – Electrical and Lighting Design and Coordination: It is anticipated that several subconsultants and product suppliers will be assisting in the design of the infrastructure necessary for their product. Given some of the specialized equipment for this project, some portions of the project will be specified as sole sourced products. This task will involve the design and coordination of the various MEP elements necessary to tie the project elements into a cohesive project.

Task 2.1 – Water Feature Power/Water/Sewer Services: The overall design of the water feature will be designed and permitted by others and is not included in this task. CBBEL will provide supplementary design related only to providing power, water and sewer connections to the fountain.

Task 2.2 – Plaza Site and Landscaping Lighting Design: This work relates to only exterior site lighting. We assume all building mounted (interior and exterior) lighting design will be performed by the architect, as well as fountain lighting design will be performed by the fountain vendor. It is anticipated that the exterior site lighting would contain numerous types of lighting including pedestrian scale light poles for walkways, higher level light poles for the ice rink, lighted bollards, tree/landscape lighting, and special features such as seat/bench and monument lighting. The selection of all site light
poles and fixtures will be performed by others and specific make/models with wattages/optics including their locations will be provided to CBBEL. All photometric requirements/calculations will be determined, performed and submitted to the Village by others. CBBEL will assist the Village with review of the submitted site photometric calculations and pole layout. After the photometrics and pole locations have been approved by the Village, CBBEL will perform the detailed lighting design. CBBEL will determine optimal circuitry/routing and perform electrical calculations to size the conduit/wiring/hancholes/junction boxes required for all exterior site lighting elements. CBBEL will design lighting controls for all site lighting fixtures. CBBEL will create site lighting electrical plan drawings as well as detail drawings of all equipment.

Task 2.3 – Street Lighting Design: This work relates to street lighting along 173rd St. (Oak Park Ave. to 67th Ct.) and along 67th Ct. (173rd St. to North St.). The selection of all street light poles and fixtures will be performed by others and specific make/models with wattages/optics including their locations will be provided to CBBEL. All photometric requirements/calculations will be determined, performed and submitted to the Village by others. CBBEL will assist the Village with review of the submitted roadway photometric calculations and pole layout. After the photometrics and pole locations have been approved by the Village, CBBEL will perform the detailed lighting design. CBBEL will determine optimal circuitry/routing and perform electrical calculations to size the conduit/wiring/hancholes/junction boxes required. CBBEL will design lighting controls for the roadway lighting fixtures. CBBEL will create roadway lighting electrical plan drawings as well as detail drawings of all equipment. The design will be in accordance with current Village and IDOT District 1 "General Guidelines for Lighting Design.

Task 2.4 – Vendor Tent Power Electrical Design: This work related to power for portable vendor tents that will be located throughout the site during local events. The fixed tent locations and power requirements for each will be determined by and submitted to the Village by others. After the fixed tent locations have been approved by the Village, CBBEL will design permanent and temporary power infrastructure to the fixed locations. CBBEL will determine optimal circuitry/routing and perform electrical calculations to size the conduit/wiring/hancholes/junction boxes required. CBBEL will provide circuits and loads to the architect for their design of power distribution panels inside building. CBBEL will create vendor power electrical plan drawings as well as detail drawings of all equipment.

Task 2.5 – Site Sound Design: CBBEL will work with a music vendor to design and show locations for speakers, conduit, wire, receiver/transmitter components as required to provide a complete base-level sound and public-address system for the site. We assume speakers will be wireless units mounted to proposed light poles or dedicated speaker poles, building facades, pergola supports, etc. CBBEL will prepare drawings to locate the speakers, receiver/transmitter and provide detail drawings of all equipment. Sound system for the stage area is not included in this scope.

Task 2.6 – Site Security Close Circuit Television Camera (CCTV): CBBEL will work with a CCTV vendor to design CCTV system and show camera locations, and provide space for CCTV controls, data storage and CCTV equipment as required to provide a complete CCTV system for the site. CBBEL will prepare plans and specifications for inclusion in the overall site design contract documents.
**Task 3 – Design Development:** CBBEL will create pre-final and final engineering plans which will incorporate the various site features outlined in the Lakota master plan. This task will consist of the preparation of the final design documents for submittal to the Village for review. It is in this stage that the construction details for all aspect of the project are assembled.

**Task 3.1 – Pre-Final Engineering:** The plan drawings will include design drawings, technical specifications, and other documentation for the final design of on-site engineering improvements. The plans will be in English units of measurement. This work will include; plan notes, typical sections, geometric plan, water service, sanitary sewer service, storm sewers, paving for roadways/parking areas, grading, erosion control, details and, pavement marking/signing. Our design of underground utilities will be up to three feet from the outside of the building wall for service connections. Site drawings will reflect required planning for grading, drainage, curbs, curb cuts, sidewalks, and gutters.

CBBEL will use IDOT standard pay items or Village standard special provisions where applicable. Otherwise, project-specific special provisions will be written as needed. Plans, special provisions, and the estimate of cost will be submitted to the Village for review.

A set of pre-final plans will be submitted to utility companies for verification of facilities.

**Task 3.2 – Final Engineering:** Upon meeting with the Village staff to review their comments on the pre-final submittal, we will revise and finalize the contract documents and cost estimate. During this task the exact letting date will be determined and an estimated construction schedule will be provided. We will provide the plans (signed and sealed by a professional engineer licensed in the state of Illinois), specifications and estimate to the Village and Lakota in electronic format for bidding.

**Task 4 – Permitting:** CBBEL will prepare and submit a NOI to the Illinois Environmental Protection Agency (IEPA) for the project site. Also, consultations for clearances will be performed with the Illinois Department of Natural Resources and the Illinois Historic Preservation Agency. In addition, CBBEL will prepare the SWPPP for the project in accordance with Part IV of the General NPDES Permit No. ILR10. Please note that completion of this task will require input from the project engineer and signed certification statements from all contractors, subcontractors, and the operator as identified in the SWPPP. This task also covers the submittal of an electronic copy of the SWPPP to the IEPA. As required by the NPDES Phase II Storm Water Construction General Permit (ILR10), an up-to-date copy of the SWPPP must be maintained on the project site during construction activities.

CBBEL will also submit and obtain the construction permits through the IEPA for the water main and sanitary sewer improvements. Permitting for the water feature is assumed to be completed by others.

**Task 5 – Watershed Management Permit (WMP) Submittal:** It is CBBEL’s understanding that the detention requirements for this site are provided for off-site in an existing detention facility designed by Robinson Engineering. Stormwater volume control is required and CBBEL proposes to accommodate this requirement with storage in the stone subgrade of
the permeable pavement along 173rd Street and 67th Court, or alternatively under the Event Lawn turf. The MWRD WMP application will include:

- WMO Schedule A
- WMO Schedule B
- WMO Schedule C
- WMO Schedule D
- WMO Schedule K
- WMO Schedule R
- Current survey of property
- WMO Schedule P
- Summary Report
- Signed and sealed engineering plans

CBBEL will create the WMO Permit Application package for submittal to MWRD based on the information generated in the previous tasks and supplied to us as previously noted. It is assumed that no MWRD permit review fee will be required for this project, as it is a municipal project, and is not included in the fee for this task.

**Task 6 – Construction Observation:** CBBEL understands that the Village of Tinley Park would like assistance facilitating construction of the Harmony Square Downtown Development Plaza and associated roadways. Anticipated work includes attending a pre-construction meeting, answering questions and performing shop drawing reviews for site electrical and civil engineering related items designed by CBBEL only, and providing clarification to the Contractor for any design or construction related questions. It is our understanding that observation is being provided by others for specialty items such as the fountain, ice rink, stage and buildings.

CBBEL is proposing to staff a full time Resident Engineer for the duration of the roadway reconstruction along 173rd Street and the 67th Court extension and provide part time observation services, as needed, for the site electrical and civil engineering items related to the Plaza construction. For estimating purposes, it is assumed that the duration of roadway reconstruction will be approximately 8 weeks and the site electrical and civil portion of the Plaza will be 16 weeks. Twenty (20) hours per week for the 16-week duration has been estimated for this portion of the Plaza.

**Task 6.1 – Pre-Construction Services:** CBBEL will perform the following tasks prior to the start of construction:

- Attend the pre-construction meeting.
- Review the Contractor’s work schedule for compliance with the specifications.

**Task 6.2 – Submittal Review:** CBBEL will review submittals for site electrical and civil engineering related items from the Contractor for conformance with the plans and specifications.

**Task 6.3 – Construction Observation for Site Electrical and Civil Work:** While on-site, construction observation will include the following tasks:
- Observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the Contract Documents. The Engineer will keep the Village informed of the progress of the work, guard the Village against defects and deficiencies in the work, advise the Village of all observed deficiencies of the work, and will disapprove or reject all work failing to conform to the Contract Documents.

- Record the names, addresses and phone numbers of all Contractors, subcontractors and major material suppliers in the diary.

- Keep an inspectors daily report book, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations as well as general and specific observations and job progress.

- Inspect erosion and sediment control measures and notify Contractor of any deficiencies.

- Attend construction conferences at the request of the Village.

- Review the Contractor's schedule on a weekly basis. Compare actual progress to Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule.

- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of his obligations.

**Task 6.4 — Material Testing:** An allowance has been added so that CBBEL can coordinate material testing with a local testing facility for quality assurance of concrete placed for roadway items and flatwork in the plaza.

It shall be noted that CBBEL will only be able to observe that construction taking place when they are on-site and taking no responsibility for all other work.

The scope of work does not include review and recommendation of contractor invoices, inspections or shop drawing reviews related to the stage/canopy, ice rink, water feature, or any buildings/structures.

It is understood that CBBEL will not be responsible for job and site safety on this project; job and site safety shall be the sole responsibility of the Contractor(s). CBBEL does not have the right to stop work and will not advise/schedule/coordinate/supervise the Contractor(s) nor the Contractor(s) means and methods of their work.

CBBEL shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work since these are solely the Contractor's responsibility under the contract for construction.

If the Village requests additional services or labor beyond the allocated number of hours then a supplemental proposal can be provided.
SCOPE ASSUMPTIONS/EXCLUSIONS

If requested by the Village, CBBEL will perform the following task on a time and material basis:

- **Dry Utility Design and Coordination:** It is our understanding that the Village of Tinley Park wants to remove all existing overhead dry utilities from the utility poles located along the perimeter of the site on 173rd Street, 67th Court and North Street. The Village has made preliminary contact to coordinate this effort with ComEd. AT&T and Comcast which appear to currently have facilities located on these poles have not been contacted. CBBEL will also need to coordinate proposed natural gas service to the site. All of this work will need to be coordinated further with the utility companies through meetings on-site and off-site so as to provide the utility companies with guidance as to where the proposed infrastructure can be placed with preferential alignments and above grade equipment placement such as transformers, switch boxes, splice pits, structures, pedestals as well as meters and regulators.

Based on the proposed equipment requirements, plans will be prepared by each utility company. CBBEL will prepare plans showing the proposed alignments for the utility main transmission lines, transformer and switch gear pads, and design the individual house and business service lines which feed each of the properties that are affected by the conversion of the utilities from overhead to underground or new services required to facilitate the site.

It is assumed that all the required utility easements are in place and no proposed easements will be required. Any additional easement acquisition documents may be prepared by CBBEL under additional task services and recorded by the Village.

- **Data Collection and Project Coordination Meetings:** CBBEL will coordinate joint meetings with the utility companies that have been previously contacted by Village staff. These meetings will be a combination of field meetings as well as office meetings with all utilities affected by the project scope. The purpose of these meetings will be to coordinate design efforts by each utility company, discuss costs associated with the work, and to coordinate with the utility companies in preparation and completion of the design drawings. CBBEL will also attend a stakeholder meeting with the affected businesses and residents.

- **Construction Plans and Bidding Document Preparation:** Based on the design drawings provided by each of the affected utility companies, CBBEL will design "For Construction" plans incorporating the proposed conduits and above grade appurtenances required by the utilities to accommodate the proposed main cabling to replicate their existing overhead infrastructure to underground. CBBEL will design and prepare plans to facilitate the new secondary services to each of the affected properties. This will include the verification of existing electric service sizes, providing new conduits, cabling and metering devices to receive the underground services from the new utility main infrastructure. The plans and bidding documents will be submitted to the utility companies and the Village for review and approval.

- **Summary of Quantities and Cost Estimate:** Based on the work described in these tasks, an opinion of probable construction cost will be prepared along with a Summary of Quantities. This estimate will only be for the infrastructure to be installed by the Village.
for the utility companies to locate their utilities. Each utility may have their own costs associated with their project scope which is not included in this task.

- **Plaza Structures Supplementary Mechanical/Electrical Design:** The overall structure to house the ice rink chiller equipment and Zamboni will be designed by architect/structural engineer and is not included in this task. CBBEL will provide supplementary mechanical and electrical design related to the ice skating rink chiller equipment and Zamboni. CBBEL will coordinate with ice skating rink vendor for equipment sizes, locations and layout. A pit will be designed to melt the ice shavings removed from the ice by the Zamboni along with a heating and treatment system for the water supply for the Zamboni. Sound levels onto adjacent properties from the ice rink compressor will be performed.

Also under this task, CBBEL will determine the required electrical demand loads of the site for the design of the service and distribution equipment.

- **Site Lightning Detection Design:** CBBEL will work with a lightning detection vendor to design a lightning detection system and show detector location along with power supply and communication as required.

Consulting services relating to any of the following tasks may be completed by CBBEL if negotiated under a separate contract for an additional fee, but are presently specifically excluded from this Agreement:

**Engineering Services**

- It is assumed that existing nearby utilities will be extended to serve the site and that no mechanicals (pump station or lift station) are required for underground utility extensions and connections, including stormwater management.
- Design of any structures such as bridges, retaining walls or underground stormwater detention is not included.
- Preparation of plats, easements, and legal documents are not included.
- Design of any elements inside of the proposed building is excluded (to be provided by the architect). CBBEL will design facilities to within 3 feet of the building.
- Design of any foundations are not included (to be provided by the architect).
- Design of the water feature or any water holding tanks is excluded. The drawings will be prepared, stamped, and packaged for submittal to the public health governing body for review and permitting by others.
- Design of the ice rink or any features associated with the rink (to be provided by Lakota subconsultant).
- Landscaping plans and site elements will be designed and provided by others (Lakota). The site elements include but are not limited to site furnishings (benches, trash receptacles, etc.), gateway elements, pergola details, and hardscape details and layout.
- Irrigation Plans by others (Lakota).
- Traffic analysis, traffic impact studies, parking plan, capacity analyses, warrant studies, intersection design studies, and construction documents for any traffic control devices are not included.
- All design and construction will be paid for using local funds. No Motor Fuel Tax or Federal funds will be used for engineering or construction.
- Review of as-built information and preparation record drawings is not included in this contract.
- Environmental assessments, and re-testing of any material are not included.
- Geotechnical investigations have been completed for the project, however additional geotechnical borings may be required if any of the structures will include a basement. The additional borings, if required, are not included.
- Additional topographic survey is not included.
- Private utility cost for the relocation of their facilities is not included.
- Trash enclosure design is not included.
- Advertising for bidding, bidding assistance, and review and tabulation of the bids and recommendations of award is not included.

**ESTIMATE OF FEE**

We estimate the costs of the services to be the following:

<table>
<thead>
<tr>
<th>Task</th>
<th>Fee</th>
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<tbody>
<tr>
<td><strong>Task 1 – Preliminary Design</strong></td>
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<tr>
<td>Task 1.1 – Preliminary Utility Evaluation and Site Plan</td>
<td>$ 24,500</td>
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<td>Task 1.2 – Volume Control</td>
<td>$ 3,000</td>
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<tr>
<td>Task 1.3 – Consultation/Meeting/Conference calls</td>
<td>$ 15,000</td>
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<td><strong>Task 2 – Electrical and Lighting Design and Coordination</strong></td>
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<td>Task 2.1 – Water Feature Power/Water/Sewer Services</td>
<td>$ 7,000</td>
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<td>Task 2.2 – Plaza Site and Landscaping Lighting Design</td>
<td>$ 19,000</td>
</tr>
<tr>
<td>Task 2.3 – Street Lighting Design</td>
<td>$ 18,000</td>
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<tr>
<td>Task 2.4 – Vendor Tent Power Electrical Design</td>
<td>$ 12,000</td>
</tr>
<tr>
<td>Task 2.5 – Site Sound Design</td>
<td>$ 7,000</td>
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<tr>
<td>Task 2.6 – Site Security Close Circuit Television Camera (CCTV)</td>
<td>$ 6,000</td>
</tr>
<tr>
<td><strong>Task 3 – Design Development</strong></td>
<td></td>
</tr>
<tr>
<td>Task 3.1 – Pre-Final Engineering</td>
<td>$ 42,500</td>
</tr>
<tr>
<td>Task 3.2 – Final Engineering</td>
<td>$ 12,500</td>
</tr>
<tr>
<td><strong>Task 4 – Permitting</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Task 5 – Watershed Management Permit (WMP) Submittal</strong></td>
<td></td>
</tr>
<tr>
<td>Task 6 – Construction Observation</td>
<td></td>
</tr>
<tr>
<td>Task 6.1 – Pre-Construction Services</td>
<td>$ 2,500</td>
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<tr>
<td>Task 6.2 – Submittal Review</td>
<td>$ 4,500</td>
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<tr>
<td>Task 6.3 – Construction Observation for Site Electrical and Civil Work</td>
<td>$ 89,000</td>
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<td>Task 6.4 – Material Testing</td>
<td>$ 10,000</td>
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<tr>
<td>Direct Costs</td>
<td>$ 3,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$ 288,500</td>
</tr>
</tbody>
</table>
We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the Agreement for Professional Services between the Village of Tinley and CBBEL that is already on file. It should be emphasized that any additional requested meetings or additional services that are not included in the preceding Fee Estimate will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,

Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE
President

Enclosure: Standard Charges

THIS PROPOSAL AND SCHEDULE OF CHARGES ACCEPTED FOR THE VILLAGE OF TINLEY PARK:

BY: ________________________________

TITLE: ________________________________

DATE: ________________________________
EXHIBIT B

Fee Schedule

(insert schedule of hourly rates)
CHRISTOPHER B. BURKE ENGINEERING, LTD.

Village of Tinley Park Rates

EFFECTIVE 07/01/17

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>PRINCIPAL</td>
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<td>ENGINEER V</td>
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<td>ENGINEER IV</td>
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<tr>
<td>ENGINEER III</td>
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<td>ENGINEER I/II</td>
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<td>SURVEY III (PLS)</td>
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<tr>
<td>SURVEY II (CREW CHIEF)</td>
<td>$101.00</td>
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<tr>
<td>SURVEY I (CREW MEMBER)</td>
<td>$79.00</td>
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<td>ENGINEERING TECHNICIAN III/IV</td>
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<tr>
<td>ENGINEERING TECHNICIAN I/II</td>
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<td>CAD MANAGER</td>
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<td>CAD II</td>
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<td>LANDSCAPE ARCHITECT</td>
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<tr>
<td>GIS SPECIALIST III</td>
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<tr>
<td>GIS SPECIALIST I/II</td>
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<td>ENVIRONMENTAL RESOURCE SPECIALIST V</td>
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<td>ENVIRONMENTAL RESOURCE SPECIALIST IV</td>
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<td>ENVIRONMENTAL RESOURCE SPECIALIST III</td>
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<td>ENVIRONMENTAL RESOURCE SPECIALIST I/II</td>
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<td>ENGINEERING INTERN</td>
<td>$34.00</td>
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</table>

These rates may be modified annually after the first of the year with the approval of both CBBEL and the Village of Tinley Park.
EXHIBIT C

Required Insurance
EXHIBIT D

Insurance Certificates
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Assurance Agency, Ltd.
One Century Centre
1750 E. Golf Road
Schaumburg, IL 60173

CONTACT NAME: Shawna Zamora
PHONE: (847) 463-7120
FAX: (847) 220-9234
E-MAIL: admin@assuranceagency.com

INSURER(S) AFFORDING COVERAGE
N/A

INSURED: Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road
Suite 600
Rosemont IL 60018

CERTIFICATE NUMBER: 525303040

COVERAGES

<table>
<thead>
<tr>
<th>INSURED LIAB</th>
<th>TYPE OF INSURANCE</th>
<th>ADDED INS</th>
<th>SUBRO</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>GENERAL LIABILITY</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td></td>
<td></td>
<td>EACH OCCURRENCE</td>
<td>DAMAGE TO RENTED PREMISES (EA OCCURRED)</td>
<td>MED EXP (Any one person)</td>
<td>PERSONAL &amp; ADV INJURY</td>
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<td>GENL AGGREGATE LIMIT APPLIES PER:</td>
<td>POLICY</td>
<td>LOC</td>
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<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO</td>
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<td>COMBINED SINGLE LIMIT</td>
<td>BODILY INJURY (Per person)</td>
<td>BODILY INJURY (Per accident)</td>
<td>PROPERTY DAMAGE (Per accident)</td>
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<tr>
<td></td>
<td>ALL OWNED AUTOS</td>
<td>SCHEDULED AUTOS</td>
<td>NON-OWNED AUTOS</td>
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<td></td>
<td>HIRED AUTOS</td>
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<td>UMBRELLA LIABILITY</td>
<td>OCCUR</td>
<td>CLAIMS-MADE</td>
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<td>EACH OCCURRENCE</td>
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<td>EXCESS LIABILITY</td>
<td>OCCUR</td>
<td>CLAIMS-MADE</td>
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<td>WORKERS COMPENSATION</td>
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<td>EMPLOYERS' LIABILITY</td>
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</tr>
<tr>
<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</td>
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<td>(Mandatory in NH)</td>
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<tr>
<td>11101, describe under DESCRIPTION OF OPERATIONS below</td>
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</tbody>
</table>

A Professional Liability
SLSLPRO26220017
6/1/2018
9/1/2019
Each Occurrence
General Aggregate
$2,000,000
$4,000,000

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

Proof of Insurance

CERTIFICATE HOLDER

CANCELLATION

Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park IL 60477

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE MAY BE ISSUED OR MAY EXIST, SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, CERTAIN POLICIES MAY REQUIRE AN ENDORSEMENT. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST HAVE ADDITIONAL INSURED PROVISIONS OR BE ENDORSED. IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, CERTAIN POLICIES MAY REQUIRE AN ENDORSEMENT. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

PRODUCER
Donna Insurance Group, Inc
7777 W. 159th Street
Suite B
Tinley Park IL 60477

INSURED
Christopher B. Burke Engineering Ltd.
9575 W. Higgins Road
Suite 600
Rosemont IL 60018

COVERAGES
CATASTROPHE NUMBER: 2017-2018

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

INSH LTR TYPE OF INSURANCE ADDITIONAL INSURED HDW POLICY NUMBER POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) LIMITS
A COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR
Blanket Contractual Liab Y Y 080-3H482979 10/15/2017 10/15/2018 EACH OCCURRENCE 1,000,000 DAMAGE TO RENTED PREMISES (By occurrence) 300,000 MED EXP (Any one person) 10,000 PERSONAL & ADV INJURY 1,000,000 GENERAL AGGREGATE 2,000,000 PRODUCTS - COMPOP AGG 2,000,000 OTHER: COMBINED SINGLE LIMIT (By accident) 1,000,000
B AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS Hired AUTOS ONLY NON-OWNED AUTOS ONLY Y Y BA-6760L521 10/15/2017 10/15/2018 EACH OCCURRENCE 1,000,000 BOOKLY INJURY (Per person) 1,000,000 BOOKLY INJURY (Per accident) 1,000,000 PROPERTY DAMAGE (Per accident) 1,000,000
C UMBRELLA LIAB EXCESS LIABILITY CLAIMS-MADE OCCUR Y Y CUP-2C769665 10/15/2017 10/15/2018 EACH OCCURRENCE 10,000,000 AGGREGATE 10,000,000
D WORKERS COMPENSATION AND EMPLOYEES' LIABILITY ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/UNINSURED EXCLUDED (Mandatory in IL) IF YES, DESCRIBE OPERATIONS BELOW Y/N Y UB-7J091851 10/15/2017 10/15/2018 E.L. EACH OCCIDENT 1,000,000 E.L. DISEASE - EA EMPLOYEE 1,000,000 E.L. DISEASE - POLICY LIMIT 1,000,000 OTHER: PER STATUTE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Any and All Projects - Additional Insured: Village of Tinley Park - General liability policy includes blanket additional insured status, primary and non-contribution coverage and waiver of subrogation, in any written contract or agreement requiring insurance. Workers compensation policy includes waiver of subrogation. Umbrella liability policy includes blanket additional insured status and waiver of subrogation, in any written contract or agreement requiring insurance. 30 day notice of cancellation. Umbrella follows form.

CERTIFICATE HOLDER
Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park IL 60477

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

©1985-2015 ACORD CORPORATION. All rights reserved.
BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II - WHO IS AN INSURED:
   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

   c. With respect to the independent acts or omissions of such person or organization; or
   d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

   e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
   f. This insurance does not apply to the rendering of or failure to render any "professional services".
   g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III - Limits Of Insurance.
   h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:
   The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

   (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
   (2) The "personal injury" for which coverage is sought arises out of an offense committed:

   after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.
3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:
We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:
"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After you have signed that written contract;
b. While that part of the written contract is in effect; and
c. Before the end of the policy period.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ALL PERSONS OR ORGANIZATIONS THAT ARE PARTIES TO A CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT, PROVIDED YOU EXECUTED THE CONTRACT BEFORE THE LOSS.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED
B. BLANKET ADDITIONAL INSURED
C. EMPLOYEE HIRED AUTO
D. EMPLOYEES AS INSURED
E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS
G. WAIVER OF DEDUCTIBLE – GLASS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:
Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:
Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:
   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5.
   Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:
   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
   (1) Any covered "auto" you lease, hire, rent or borrow; and
   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your
permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.
G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by
such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
STATE OF ILLINOIS  
COUNTY OF COOK  
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-078, "A RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR THE HARMONY SQUARE DOWNTOWN PLAZA DEVELOPMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD FOR SERVICES PROVIDING SCHEMATIC DESIGN AND DESIGN DEVELOPMENT TO PREPARE CONSTRUCTION PLANS, SPECIFICATIONS, MATERIAL TESTING AND CONSTRUCTION OBSERVATION FOR THE SITE CIVIL AND ELECTRICAL PORTIONS OF THIS PROJECT," which was adopted by the President and Board of Trustees of the Village of Tinley Park on __________, 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
Date: September 27, 2018

To: John Urbanski, Assistant Public Works Director

From: Joe Fitzpatrick, Water Foreman

Subject: Replace Pumps at Post 4 and Post 7

Presented for October 2, 2018 PW Committee discussion and action

Description: Replacing pumps at Post 4 and Post 7 due to changing conditions. Currently, 2 out of the 4 pumps are inoperable and beyond repair. These pumps are failing due to a heavy inflow of rags. The pumps currently in place do not have the capability to pass these rags through, causing clogging and failures. These conditions have just started at Post 7, Post 4 has been experiencing these problems for 2 years. These conditions have caused both lift stations to develop high maintenance costs to pumps.

Background: We have researched and discussed with other towns with the same issues. After researching other pump manufacturers to see which would be the best fit, it has been proven the Flygt pumps will solve the problems we are having.

Contractor: Superior Pumping Services
Location: Hobart, IN
Bid: $122,000.00

Budget/Finance: Funding in the amount of $122,000.00 is available in approved FY18-19 Budget.

Staff Direction Request: Approve the sole source purchase and installation of pumps at an amount not to exceed $122,000.

Attachments:

Quote for pumps and installation of 2 pumps at Post 4 and 2 pumps at Post 7.
### ESTIMATE

**ADDRESS**

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

**ESTIMATE # 1101**

**DATE 09/07/2018**

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flygt Model NP-3202.185 6&quot; * Flygt Model NP-3202.185 6&quot; volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 60 HP 1750 RPM motor, 460 impeller, 1 x 50 Ft. length of SUBCAB 4G25+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve 1 Yeomans flange adapter. Customers rail/mount will be reused With pump install 5 year prorated warranty If ok today pump will arrive in 2 weeks first come first serve If not 7-9 week lead time Flygt Model NP-3171.185 6&quot; * Flygt Model NP-3171.185 6&quot; volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 34 HP 1750 RPM motor, 434 impeller, 1 x 50 Ft. length of SUBCAB 4G10+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve</td>
<td>2</td>
<td>36,000.00</td>
<td>72,000.00</td>
</tr>
<tr>
<td>MINI-CASII/FUS 120/24VAC,24VDC SOCKET,11 PIN OCTAL DIN MOUNT</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**

$122,000.00

Accepted By

Accepted Date
THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2018-R-080

A RESOLUTION APPROVING THE PURCHASE AND INSTALLATION OF FOUR (4) PUMPS (TWO (2) AT POST 4 AND TWO (2) AT POST 7) AT A COST OF $122,000 FROM SUPERIOR PUMPING SERVICES, THE CURRENT AND RECOMMENDED SERVICE CONTRACTOR FOR LIFT STATION REPAIRS

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

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

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
RESOLUTION NO. 2018-R-080

A RESOLUTION APPROVING THE PURCHASE AND INSTALLATION OF FOUR (4) PUMPS (TWO (2) AT POST 4 AND TWO (2) AT POST 7) AT A COST OF $122,000 FROM SUPERIOR PUMPING SERVICES, THE CURRENT AND RECOMMENDED SERVICE CONTRACTOR FOR LIFT STATION REPAIRS

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 Superior Pumping Services, 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, subject to review and revision as to form by the Village Attorney.

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 2nd day of October, 2018, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 2nd day of October, 2018, by the President of the Village of Tinley Park.

________________________________________
Village President

________________________________________
Village Clerk
STATE OF ILLINOIS  
COUNTY OF COOK  
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-080, "A RESOLUTION APPROVING THE PURCHASE AND INSTALLATION OF FOUR (4) PUMPS (TWO (2) AT POST 4 AND TWO (2) AT POST 7) AT A COST OF $122,000 FROM SUPERIOR PUMPING SERVICES, THE CURRENT AND RECOMMENDED SERVICE CONTRACTOR FOR LIFT STATION REPAIRS," which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 2, 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
THE VILLAGE OF TINLEY PARK
Cook and Will Counties, Illinois

ORDINANCE
NO. 2018-O-058

AN ORDINANCE AMENDING CERTAIN PORTIONS
OF THE TINLEY PARK VILLAGE CODE PERTAINING
TO FIRE DEPARTMENT ADMINISTRATION

JACOB C. VANDENBERG, President
KRISTIN A THIRION, Village Clerk

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

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Law Offices of Peterson, Johnson, & Murray—Chicago, Village Attorneys
200 W. Adams, Ste. 2125, Chicago, IL 60606
VILLAGE OF TINLEY PARK  
Cook and Will Counties, Illinois  

ORDINANCE NO. 2018-O-058  

AN ORDINANCE AMENDING CERTAIN PORTIONS  
OF THE TINLEY PARK VILLAGE CODE PERTAINING  
TO FIRE DEPARTMENT ADMINISTRATION  

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

WHEREAS, Village Officials have identified a need to clarify the title, authority and scope of duties of the Fire Services Administrator for the Village of Tinley Park; and  

WHEREAS, the Mayor, Board of Trustees and Village Manager wish to clarify the distinction that the head of the Fire Department as an administrator and not an individual designated to actively fight fires; and  

WHEREAS, should any section or provision of this Ordinance be declared to be invalid, that decision shall not affect the validity of this Ordinance as a whole or any part thereof, other than the part so declared to be invalid;  

NOW, THEREFORE, be it ordained by the corporate authorities of the Village of Tinley Park the following:  

SECTION ONE: That Title III, Chapter 34, Section 3 of the Tinley Park Village Code is hereby amended by deleting the language with a strikethrough and adding the following underlined language to Section 3:  

§ 34.03 AUTHORITY OF FIRE OFFICIAL IN CHARGE FIRE SERVICES  
ADMINISTRATOR AT SCENE OF FIRE  

(A) The Fire Chief or other officer which may be in charge at the scene of a fire or other emergency involving the protection of life or property The Fire Services Administrator is empowered to create guidelines and policies for the on-site the operations as may be necessary to extinguish or control any suspected or reported fires, gas leaks, or other hazardous conditions or situations and also to take any other action necessary in the reasonable performance of the duties of the Fire—Department office of Fire Services Administrator as determined by departmental operating guidelines. The Fire Services Administrator may oversee the execution of
such guidelines and policies either on-site or off-site during any applicable emergency. The Fire Services Administrator is not expected to engage in fire fighting activities.

(B) That person in charge Based on guidelines, policies, or an assessment by the Fire Services Administrator, or on-site designee, the Fire Services Administrator, or on-site designee may prohibit any person, vehicle, or object from approaching the scene of a fire or other incident involving an operation to protect life or property and may remove or cause to be removed from the scene any person, vehicle or object which may impede or interfere with the operations of the Fire Department. That person in charge may remove or cause to be removed any person, vehicle or object from hazardous areas. All persons ordered to leave a hazardous area shall do so immediately and shall not re-enter the area until authorized to do so by the fire official in charge. Failure to follow the direction or order of the Fire Services Administrator, or on-site designee, may result in a charge of Resisting or Obstructing a Peace Officer in accordance with Title VII, Chapter 133, Section 17 of the Village code.

(C) The Fire Services Administrator shall have sole and absolute control, administration and command over all persons connected with the Fire Department of the Village while on duty. Generally, the Fire Services Administrator shall create policies directing response which he or she administers either on-scene or off-site and shall not be subject to active fire fighting duty.

SECTION TWO: That Title III, Chapter 34, Section 6 of the Tinley Park Village Code is hereby amended by deleting the language with a strikethrough adding the following underlined language to section 6:

§ 34.06 FIRE CHIEF FIRE SERVICES ADMINISTRATOR

(A) There is established the office of Fire Chief Fire Services Administrator of the village. The Fire Chief Fire Services Administrator shall be appointed by the President with the advice and consent of the Board of Trustees, and shall be subject to removal by the Village President in accordance with ILCS Ch. 65, Act 5 § 3.1-35-10 or other applicable law.

(B) The Fire-Chief Fire Services Administrator shall be the chief executive administrator and commanding officer of the Fire Department of the Village and he or she shall have the duties of: control, administration and management of the Fire Department equipment and personnel; engines, hoses, trucks, ladders and all other property and equipment belonging to the Fire Department; overseeing creation of policies for the administration of Fire Suppression and Fire Prevention within the Village; financial management of the department; authority to establish Fire Department rules and regulations as he/she deems advisable with approval of the Village Manager; and administrative authority over all fire personnel including the power to suspend or discipline any firefighter from duty.

(C) The salary of the Fire-Chief Fire Services Administrator shall be as set from time to time by legislative authority. Such salary may, at the Board’s discretion, be in excess of the salary the appointed Chief Fire Services Administrator may be receiving as a civil service employee of the
village, and the Board shall not be obligated to restrict the payment to the amount paid the
individual as a permanent civil service appointee. The Chief Fire Services Administrator shall be
entitled, however, to only one salary and shall be entitled to accept either the salary established
for Chief Fire Services Administrator or his civil service payment.

SECTION THREE: That Title VIII, Chapter 133, Section 17 of the Tinley Park Village Code is
hereby amended by deleting the language with a strikethrough:

(A) A person who knowingly resists or obstructs the performance by one known to the person
to be a peace officer, the Fire Services Administrator, or firefighter, of any authorized act within
his or her official capacity commits a misdemeanor.

(B) ..."FIREFIGHTER" means any individual, either as an employee or volunteer, of a
regularly constituted fire department of a municipality or fire protection district who performs
fire fighting duties, including, but not limited to, the fire chief, assistant fire chief, captain,
engineer, driver, ladder person, hose person, or pipe person, and any other member of a regularly
constituted fire department. "FIREFIGHTER" does not include the Fire Services Administrator.
"FIREFIGHTER" also means a person employed by the Office of the State Fire Marshal to
conduct arson investigations.

SECTION FOUR: The Term “Fire Chief” shall be replaced with “Fire Administrator”
throughout the entire Tinley Park Village Code.

SECTION FIVE: This ordinance shall be in full force and effect from and after its passage and
approval in the manner provided by law.

SIGNED AND APPROVED this 2nd day of October, 2018, by the Corporate Authorities of the
Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED THIS 2nd day of October, 2018

__________________________
VILLAGE PRESIDENT

ATTEST:

__________________________
VILLAGE CLERK
STATE OF ILLINOIS )
COUNTY OF COOK ) SS.

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 Ordinance No. 2018-0-058, "AN ORDINANCE AMENDING CERTAIN PORTIONS OF THE TINLEY PARK VILLAGE CODE PERTAINING TO FIRE DEPARTMENT ADMINISTRATION," which was adopted by the President and Board of Trustees of the Village of Tinley Park on October ______, 2018.

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

______________________________
KRISTIN A. THIRION, VILLAGE CLERK
Date: September 25, 2018

To: Administration & Legal Committee

From: Rob Zimmer

Subject: Awarding a Class A Liquor License to “Sip”

Awarding a Class A Liquor License to “Sip”

The purpose of this memo is to raise the cap of Class A Liquor Licenses in Tinley Park by one and then award a Class A Liquor License to “Sip”.

The petitioner, Neal Hummitsch, approached the Mayor Vandenberg’s Office about opening up a wine bar in town, to be called “Sip”. This would be the first of its kind in Tinley Park.

The petitioner is already in the process of getting the necessary approvals from the building department and is planning on being located at 17424 S. Oak Park Avenue. This location is next to the future site of “Barging Gavel Brews”. The petitioner is planning on operating “Sip” as a wine bar with the possibility of serving specialty cocktails or high end spirits, which the Class A Liquor License would allow them to do. With the future site of “Barging Gavel Brews” being located next to petitioner’s planned site, the two businesses would greatly benefit from the close proximity to each other while not cannabalizing the other’s customer base.

In the course of the discussions with the Mayor’s Office, the petitioner described the business model as one built on innovation and efficiency of service. The petitioner described that the wine bar would operate using machines commonly known as “Wine Dispensors and Coolers”. These machines are a new approach to the wine bar business that combines technology with customer service. From what the petitioner described to the Mayor’s Office, the machines are preferred by the wine bar industry as they allow the business to open a bottle of wine, keep it cool and fresh for a much longer period than traditional wine storage techniques. This increased shelf-life translates to less waste which in turn allows the business owner to offer a greater selection of rare and high-end wines.

Each machine would operate using a “key tag” system. Upon arrival to “Sip” each customer/bill, of legal drinking age, would be given a “key tag” that would track their usage over the course of their time at Sip. When a customer would like to try a specific wine, they would approach the “Wine Dispensor and Cooler” and swipe their “key tag” at the machine, this would then pull up their bill and automatically add the cost of their latest purchase to the bill. By using these machines to track each customer’s bill, it allows the business to serve samples of wine in much smaller quantities, more appropriate for a wine tasting rather than a traditional five (5) ounce pour. The Mayor’s Office expressed concerns about monitoring customers to ensure this new service method does not result in overserving customers to which the petitioner assured the Mayor that the business would be staffed with BASSET certified servers who would ensure no customer was overserved.

The petitioner has also stated that they are not currently interested in obtaining a video gaming license.
THE VILLAGE OF TINLEY PARK
Cook and Will Counties, Illinois

ORDINANCE
NO. 2018-O-054

AN ORDINANCE INCREASING THE NUMBER OF CLASS “A” LIQUOR LICENSES
THAT CAN BE ISSUED IN THE VILLAGE
(SIP WINE BAR located at 17424 South Oak Park Avenue)

JACOB C. VANDENBERG, President
KRISTIN A THIRION, Village Clerk

MICHAEL J. PANITTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ
JOHN A. CURRAN
Board of Trustees
VILLAGE OF TINLEY PARK
Cook and Will Counties, Illinois

ORDINANCE NO. 2018-O-054

AN ORDINANCE INCREASING THE NUMBER OF CLASS “A” LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE
(SIP WINE BAR located at 17424 South Oak Park Avenue)

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

WHEREAS, pursuant to Title XI, Chapter 112 of the Village Code, liquor licenses may be authorized by the President and Board of Trustees of the Village of Tinley Park and the number of liquor licenses authorized to be issued for each license class shall be kept on record in the office of the Village Clerk; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park desire to amend Title XI, Chapter 112, Section 22 of the Village Code to add one (1) additional Class A liquor license; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the said Village of Tinley Park that Title XI, Chapter 112, Section 22 of the Village Code shall be amended pursuant to this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

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

SECTION 2: Pursuant to Title XI, Chapter 112, Section 22 of the Village of Tinley Park Village Code, the number of Class “A” licenses that can be issued by the Village shall be and is hereby increased from 22 to 23 (this increase in the number of Class “A” liquor licenses reflects the availability of an additional Class “A” license to be issued to SIP Wine Bar located at 17424 South Oak Park Avenue). Video gaming for this establishment if not permitted.

SECTION 4: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.
SECTION 5: This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 2\textsuperscript{nd} day of October, 2018.

AYES:

NAYS:

ABSENT:

APPROVED THIS 2\textsuperscript{nd} day of October, 2018.

______________________________
VILLAGE PRESIDENT

ATTEST:

______________________________
VILLAGE CLERK
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 Ordinance No. 2018-O-054 “AN ORDINANCE INCREASING THE
NUMBER OF CLASS “A” LIQUOR LICENSES THAT CAN BE ISSUED IN THE
VILLAGE (SIP WINE BAR located at 17424 South Oak Park Avenue),” which was adopted
by the President and Board of Trustees of the Village of Tinley Park on May 1, 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
Date: September 25, 2018

To: Administration & Legal Committee

From: Rob Zimmer

Subject: Awarding a Class A Liquor License to “Lou Malnati’s”

Awarding a Class A Liquor License to “Lou Malnati’s”

The purpose of this memo is to raise the cap of Class A Liquor Licenses in Tinley Park by one and then award a Class A Liquor License to “Lou Malnati’s”.

The petitioner’s attorney, Jennifer Gallery, approached the Mayor Vandenberg’s Office about expanding the current Lou Malnati’s location into a full service restaurant.

The petitioner currently operates a take-out restaurant at 9501 W 171st St, and they are looking to expand this location into a full-service restaurant. As part of their business model when operating a full-service restaurant, the petitioner typically has a full bar. This would require a Class A Liquor License from the Village of Tinley Park.

The petitioner has been in business since their first location in 1971 and currently operates 53 locations, 50 in the Chicago area and 3 in the Phoenix, Arizona.

The petitioner has also stated that they are not currently interested in obtaining a video gaming license.
WORLD FAMOUS
CHICAGO-STYLE DEEP DISH PIZZA

Cheese Deep Dish (nutrition)
- Personal (serves 1) $7.45
- Small (serves 2) $11.45
- Medium (serves 3) $15.45
- Large (serves 4) $19.25

Sausage or Pepperoni Deep Dish (nutrition)
- Personal (serves 1) $8.35
- Small (serves 2) $13.30
- Medium (serves 3) $17.60
- Large (serves 4) $21.65

The Malnati Chicago Classic™ (nutrition)
Made with Lou's lean sausage, some extra cheese and vine-ripened tomato sauce on Buttercrust.™ It's authentic Chicago!
- Personal (serves 1) $8.95
- Small (serves 2) $14.50
- Medium (serves 3) $18.95
- Large (serves 4) $23.25

(GF) The "Crustless" Pizza (nutrition)
Perfect for those on a gluten-free or low-carb diet, our "Crustless" pizza is made with Lou's lean sausage as the base, and then topped with mozzarella cheese and vine-ripened tomato sauce.
- Personal (serves 1) $8.95
- Small (serves 2) $14.50
- Medium (serves 3) $18.95
- Large (serves 4) $23.25

The "Lou" (nutrition)
A pizza so good we gave it his name! Spinach mix, mushrooms and sliced roma tomatoes covered with blend of mozzarella, romano and cheddar cheese on garlic Buttercrust.™ No substitutions please.

- Personal (serves 1) $9.50
- Small (serves 2) $15.50
- Medium (serves 3) $19.95
- Large (serves 4) $24.95

THIN CRUST PIZZA

Cheese Thin Crust (nutrition)
- Small (serves 1) $7.95
- Medium (serves 2-3) $11.35
- Large (serves 3-4) $14.35
- Extra Large (serves 4-5) $17.35

Sausage or Pepperoni Thin Crust (nutrition)
- Small (serves 1) $9.05
- Medium (serves 2-3) $13.20
- Large (serves 3-4) $16.50
- Extra Large (serves 4-5) $19.85

(GF) Small Gluten-Free Thin Crust Pizza (nutrition)
Lou's gluten-free crust pizzas are prepared in a sterile environment, but are finished in our kitchen where wheat and wheat products are present.
Small (serves 1) $9.75

EXTRA INGREDIENTS

Prices are per topping. Full price charged for 1/2 portions.

Topping Choices
Mushrooms, onions, green peppers, black olives, basil, sliced roma tomatoes, extra cheese, garlic, hot giardiniera, anchovies,
chicken sausage (premium topping, at an additional cost),
extra tomato sauce or fresh spinach mix (enhanced with garlic,
basil & onion). Lower-in-fat cheese available upon request.

**Deep Dish**
- Personal $0.90
- Small $1.85
- Medium $2.15
- Large $2.40

**Thin Crust**
- Small $1.10
- Medium $1.85
- Large $2.15
- Extra Large $2.50

**Buttercrust™**
Add Malnati’s World Famous Buttercrust!™ Try it, 'cause Lou
likes it! $0.75

---

**APPETIZERS**

**Lou's Bruschetta** *(nutrition)*
Roma tomatoes, fresh basil, olive oil and
shaved parmesan on garlic rounds. $6.50

**Stuffed Spinach Bread** *(nutrition)*
A hot, housemade crusty loaf stuffed with a blend of cheeses,
fresh spinach, garlic, onion and tomato. $6.50

**Calamari Frittí** *(nutrition)*
Lightly breaded and seasoned to perfection. $8.50

**Chicken Wings** *(nutrition)*
Your choice of two varieties served with celery and gorgonzola
or ranch dressing. $8.75
- BuffaLou Wings with a little kick
- Bar-B-Lou Wings with honey BBQ sauce
Three-Cheese Bread *(nutrition)*
Giant French bread with three cheeses, a touch of garlic and
dipping sauce. $6.50

Trio of Dips and Pizza Chips *(nutrition)*
Three housemade dips - roasted garlic, artichoke and
gardiniera-topped hummus served with our crispy pizza dough
chips. $9.25

Combination Platter *(nutrition)*
Mozzarella sticks, cheddar cubes, breaded mushrooms and
zucchini. Served with ranch and marinara sauce. $8.95

Mozzarella sticks or cheddar cubes *(nutrition)*
Choose between mozzarella sticks or cheddar cubes. $6.25

Garlic Bread *(nutrition)*
Served with marinara sauce. $4.50

SOUP

Minestrone Soup *(nutrition)*
A hearty Italian vegetable soup made with housemade chicken
and pork stock in the Old World, two-day process. $3.75

Soup di Giorno
Made from scratch daily. $3.75

SALADS

*All feature salads feed two to three people. Family-sized salads are for four to five people.*

**(GF) Malnati Salad *(nutrition)*
Romaine lettuce, tomatoes, black olives, mushrooms, salami bits and gorgonzola
cheese with our Sweet Vinaigrette and romano cheese. $8.55 | Family
size $13.25

**(GF) Chicken BBQ Club Salad *(nutrition)*
Chopped Romaine lettuce, grilled chicken, oven roasted
tomatoes, shredded mozzarella, cheddar and salami bits served
with our Club dressing and tortilla chips. $8.55 | Family size $13.25

GF Spinach Salad (nutrition)
Spinach with fresh seasonal fruit, red onions and crumbled goat cheese lightly tossed with our housemade Balsamic Vinaigrette. $8.45 (with chicken add $2.50) | Family size $12.95 (with chicken add $4.00)

GF Caesar Salad (nutrition)
Romaine lettuce, tomatoes and shaved parmesan with Caesar dressing and croutons. $8.25 (with chicken add $2.50) | Family size $12.75 (with chicken add $4.00)

GF House Salad (nutrition)
Iceberg and Romaine lettuce, red cabbage, carrots, roma tomatoes, cucumbers, red onions and croutons. Individual $6.05 | Family size $10.95
A gluten-free option when served without croutons.


PASTA
Sauces are housemade from scratch - daily!

Chicken Louie (nutrition)
Tender pieces of chicken, fettuccine and cream sauce baked with mozzarella. $9.95

Lasagna (nutrition)
Layers of spinach and three cheeses topped with our meat or marinara sauce. $9.45

Chicken Marsala Rigatoni (nutrition)
Rigatoni pasta in a creamy marsala sauce with grilled chicken, oven roasted tomatoes and mushrooms. $9.75

Penne alla Mainati (nutrition)
Cream and romano cheese folded into our meat sauce baked with mozzarella. $9.45
Bowtie Pasta with Lou’s Sausage
Crumbled sausage and bowtie pasta tossed in a creamy yet slightly spicy vodka sauce. $9.75

SANDWICHES
All sandwiches are served with your choice of fries or fresh fruit and cottage cheese.

 сфере (GF) Grilled Chicken Sandwich
An 8 oz. breast with lettuce and tomato. Also available as an entrée without sides or bread and served over spinach and mushrooms. $8.95
A gluten-free option when served as an entrée.

Beef Sandwich
Tender beef smothered with melted mozzarella. Add sweet peppers or hot giardiniera. $8.95

Meatball Sandwich
Three meatballs topped with marinara and melted mozzarella. $8.75

DESSERTS

Chocolate Chip Pizza
A freshly baked chocolate chip cookie prepared in a deep dish pizza pan, topped with vanilla bean ice cream and whipped cream. Serves 2-3. $6.50 | Individual serving $3.45

Tiramisu
Ladyfinger cookies soaked in espresso, layered with mascarpone cheese and topped with cocoa powder. Serves 1-2. $6.25
**Tre Dolci** *(nutrition)*
Three desserts, perfectly sized for those who can't decide on just one. An individual portion of chocolate chip pizza, tiramisu, and key lime pie! $9.95

**FOOD FOR KIDS**
*Available for children 12 and under. All kids' meals come with a small drink (dine-in only).*

**Spaghetti** *(nutrition)*
Served with meat or marinara sauce. $5.50

**Mini Burger** *(nutrition)*
A 1/4 pound burger served with your choice of American, cheddar or mozzarella cheese. Includes your choice of fries or fruit. $5.50

**Chicken Nuggets** *(nutrition)*
Includes your choice of fries or fruit. Served with ranch or BBQ sauce. $5.50

**Cheese Ravioli** *(nutrition)*
Served with your choice of meat or marinara sauce. $5.50

**LUNCH SPECIALS**
*Served from 11:00 am to 2:00 pm daily.*
All items come with your choice of a side salad or cup of soup.

**Express Personal Deep Dish Pizza**
Choice of cheese, cheese & sausage, or cheese & pepperoni.
$8.85
Extra traditional ingredients $0.90

**Stuffed Spinach Bread** *(nutrition)*
A hot, housemade crusty loaf stuffed with a blend of cheeses, fresh spinach, garlic, onion and tomato. $8.85
Half Order Any Pasta
Choice of Lasagna, Chicken Louie, Spaghetti, or Penne ala Maltati. $8.85

Half Any Sandwich
Choice of Grilled Chicken Sandwich, Beef Sandwich, or Meatball Sandwich. $8.85

Add a Soda
$2.50

BEVERAGES

Lavazza Coffee & Tea
Regular or Decaf Coffee. Tea flavors include: black, earl grey, english breakfast. $2.05

Soft Drinks
Coke, Diet Coke, Sprite, Pink Lemonade, Barq's Root Beer, & Iced Tea. $2.50

Desani
Bottled water. $2.00

TAKE LOU'S HOME

Frozen Lou Maltati's Pizza
9" frozen pizzas always available at the host stand. Starting at $11.45

Lou's Italian Ice
Available in assorted "in-season" flavors. $5.25/pint

Coca-Cola Products
• Cans $1.15
• 6-packs $4.50
• 20 oz. bottles $2.00
THE VILLAGE OF TINLEY PARK
Cook and Will Counties, Illinois

ORDINANCE
NO. 2018-O-055

AN ORDINANCE INCREASING THE NUMBER OF CLASS “A” LIQUOR LICENSES
THAT CAN BE ISSUED IN THE VILLAGE
(LOU MALNATI’S located at 9501 W. 171st Street)

JACOB C. VANDENBERG, President
KRISTIN A THIRION, Village Clerk

MICHAEL J. PANNITTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ
JOHN A. CURRAN
Board of Trustees
VILLAGE OF TINLEY PARK
Cook and Will Counties, Illinois

ORDINANCE NO. 2018-O-055

AN ORDINANCE INCREASING THE NUMBER OF CLASS “A” LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE (LOU MALNATI’S located at 9501 W. 171st Street)

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

WHEREAS, pursuant to Title XI, Chapter 112 of the Village Code, liquor licenses may be authorized by the President and Board of Trustees of the Village of Tinley Park and the number of liquor licenses authorized to be issued for each license class shall be kept on record in the office of the Village Clerk; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park desire to amend Title XI, Chapter 112, Section 22 of the Village Code to add one (1) additional Class A liquor license; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the said Village of Tinley Park that Title XI, Chapter 112, Section 22 of the Village Code shall be amended pursuant to this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

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

SECTION 2: Pursuant to Title XI, Chapter 112, Section 22 of the Village of Tinley Park Village Code, the number of Class “A” licenses that can be issued by the Village shall be and is hereby increased from 23 to 24 (this increase in the number of Class “A” liquor licenses reflects the availability of an additional Class “A” license to be issued to LOU MALNATI’S located at 9501 W. 171st Street). Video gaming for this establishment is not permitted.

SECTION 4: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.
SECTION 5: This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 2nd day of October, 2018.

AYES:

NAYS:

ABSENT:

APPROVED THIS 2nd day of October, 2018.

_________________________________________
VILLAGE PRESIDENT

ATTEST:

_________________________________________
VILLAGE CLERK
STATE OF ILLINOIS
COUNTY OF COOK
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 Ordinance No. 2018-O-055 "AN ORDINANCE INCREASING THE NUMBER OF CLASS "A" LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE (LOU MALNATI'S located at 9501 W. 171st Street)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 1, 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
COMMENTS FROM THE BOARD
EXECUTIVE SESSION

ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

A. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.

B. COLLECTIVE NEGOTIATING MATTERS BETWEEN THE PUBLIC BODY AND ITS EMPLOYEES OR THEIR REPRESENTATIVES, OR DELIBERATIONS CONCERNING SALARY SCHEDULES FOR ONE OR MORE CLASSES OF EMPLOYEES.

C. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.

D. THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY.

E. LITIGATION, WHEN AN ACTION AGAINST, AFFECTING OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE TRIBUNAL, OR WHEN THE PUBLIC BODY FINDS THAT AN ACTION IS PROBABLE OR IMMINENT, IN WHICH CASE THE BASIS FOR THE FINDING SHALL BE RECORDED AND ENTERED INTO THE MINUTES OF THE CLOSED MEETING.
ADJOURNMENT