

8:00 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 BOARD MEETING HELD ON JANUARY 7, 2014.

ACTION: Discussion – **Consider approval of minutes as written or amended.**

COMMENTS:

ITEM # 3 **CLICK TO SEE VENDOR REPORT(S)**

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:

- A. PAYMENT OF IMPACT FEES IN THE AMOUNT OF \$7,800 TO KIRBY SCHOOL DISTRICT 140 TO BE PAID FROM THE ESCROW FUND.
- B. REQUEST FROM TINLEY PARK LIONESSE CLUB TO CONDUCT A RAFFLE ON SUNDAY, APRIL 27, 2014 AT ZION LUTHERAN CHURCH.
- C. PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$ 2,508,065.84 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED JANUARY 10 AND JANUARY 17, 2014.

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

COMMENTS:

ITEM # 4

SUBJECT: CONSIDER AUTHORIZING THE CALL TO RETIRE THE VILLAGE OF TINLEY PARK WATERWORKS AND SEWERAGE REVENUE BONDS, SERIES 2000 EFFECTIVE MARCH 1, 2014. – **Trustee Seaman**

ACTION: Discussion: The Village of Tinley Park issued water and sewer revenue bonds in 2000 as part of the intergovernmental water supply agreement between Tinley Park, New Lenox, and Mokena in order that the water supply system could accommodate the Village of Mokena’s then future connection to the system. The Village of Mokena has been paying the full debt service on this bond issue on a pass-through basis since the bonds were issued. The Village of Mokena has advised the Village that they would like to retire this bond issue as soon as feasible to eliminate the debt obligation and save future interest costs. A call date of March 1, 2014 has been established for this purpose and is the earliest date that this call can effectively be executed. The Village of Mokena will save over \$77,000 by retiring this bond issue early. The Village of Mokena will also pay any costs associated with the call.
Consider authorizing the call date of March 1, 2014 to retire the bond issue.

COMMENTS:

ITEM # 5

SUBJECT: CONSIDER RESOLUTION NUMBER 2014-R-002 AUTHORIZING AND INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION – TRAFFIC SIGNAL AT 159TH STREET AND 71ST COURT - **Trustee Seaman/Trustee Staunton**

ACTION: Discussion: On December 23, 2013, the Village was notified that the Illinois Department of Transportation (IDOT) is considering a traffic signal upgrade for the intersection at 159th Street and 71st Court. This intersection leads into the Hobby Lobby/Burlington Coat Factory side of Tinley Park and the Meijers Food Store on the Orland Park side. The IDOT scope of work calls for converting the east/west turn lanes into a dedicated turn lane with a LED upgrade and pedestrian signalization and push buttons. Additionally, emergency vehicle opticom equipment and interruptible power supply would be installed. Since the Village of Tinley Park controls the south portion of 71st Court, IDOT is requesting that the Village share in the cost of the construction and engineering. The Village’s share of \$9,057 includes \$2,157 for engineering and \$6,900 for construction costs. Robinson Engineering is currently reviewing the plans and specifications for this project. IDOT is proposing awarding the contract for this work in February 2014 with construction expected in the spring of 2014. If approved by the Village Board, funding will be allocated in the 2015 Fiscal Year Budget. This item was discussed at the Public Works Committee meeting held on January 14, 2014, and recommended for approval. **This Resolution is eligible for first reading.**

COMMENTS:

ITEM # 6

SUBJECT: CONSIDER RESOLUTION NUMBER 2014-R-003 AUTHORIZING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND CRANA HOMES, INC. FOR THE BROOKSIDE MEADOWS PHASE I DEVELOPMENT FOR LETTER OF CREDIT REDUCTION AND ISSUANCE OF CASH BOND - **Trustee Staunton**

ACTION: Discussion: This Resolution would authorize an agreement between the Village of Tinley Park and Crana Homes Inc., which would eliminate a \$ 572,487 letter of credit for the public improvements for Brookside Meadows Phase 1 subdivision and authorize the acceptance of the public improvements for the subdivision (except as noted for sidewalks and street trees to be installed in the future when the remaining vacant lots are built upon). In lieu of the letter of credit, the Village would require a \$10,000 cash bond per buildable lot to be supplied prior to the issuance of the individual building permits. The cash payments would be held to ensure the installation of sidewalks and street trees in this phase and to repair any damage to existing public improvements. Additionally, the Village will take ownership of the sanitary lift station that services this neighborhood. The balance of the utilities and public improvements have been installed and accepted by the Village Engineer and found to be in compliance with Village standards. This item was discussed at the Public Works Committee meeting held on January 14, 2014 and recommended for approval. **This resolution is eligible for first reading**

COMMENTS:

ITEM # 7

SUBJECT: CONSIDER RESOLUTION NUMBER 2014-R-004 AUTHORIZING A CHANGE ORDER TO A CONTRACT WITH ERA VALDIVIA OF CHICAGO, ILLINOIS FOR POST ONE (1) REPAIRS AND INTERIOR PAINTING - **Trustee Staunton**

ACTION: Discussion: At the September 17, 2013 Village Board meeting, a contract in the amount of \$489,000 was awarded to Era Valdivia Contractors for repairs and painting to the Post One (1) water reservoir. Funds in the amount of \$800,000 were budgeted in the current fiscal year budget for this expenditure. As the contract with Era Valdivia was \$311,000 under the budgeted amount, the Village requested a quote from the contractor to also paint the exterior of the tank. The quote to the Village was for \$196,890, which would represent an approximate 40% increase to the original contract amount. Staff is recommending the change order to the contract for several reasons, including but not limited to:

1. Tank will not need to be drained twice;
2. Additional contractor mobilization costs will not be occurred; and
3. Savings of approximately \$5,000 in inspection fees.

This item was discussed at the Public Works Committee meeting held on January 14, 2014 and recommended for approval. **This resolution is eligible for first reading.**

COMMENTS:

ITEM # 8

SUBJECT: CONSIDER RESOLUTION 2014-R-005 AUTHORIZING A LEASE AND ACCESS AGREEMENT FOR FIBER OPTIC EQUIPMENT INSTALLATION AND MAINTENANCE BETWEEN THE VILLAGE OF TINLEY PARK AND CHICAGO SOUTHLAND FIBER NETWORK - **Trustee Staunton**

ACTION: Discussion: The proposed agreement would allow the Chicago Southland Fiber Network (CSFN) to install and maintain certain fiber optic equipment in existing Village owned infrastructure, including a network node at the Tinley Park Convention Center. The CSFN is a non for profit Illinois corporation, funded through the State of Illinois. The purpose of the CSFN is to establish a fiber optic communications network to recruit new business and investment in the southland region. In exchange for access and use of the Village owned infrastructure, benefits to the Village will include, but are not limited to:

1. CSFN will provide four (4) strands of fiber for Village use at no cost;
2. CSFN will provide data transfer services to the Village at a government use rate of 50% below its retail rate; and
3. CSFN’s government rate will apply to users attending events at the Tinley Park Convention Center.

The initial term of the lease will be for ten (10) years, with a five (5) year renewal option. This agreement has been reviewed and approved by both the Village Attorney and the management company of the Tinley Park Convention Center. This item was discussed at the Public Works Committee meeting held on January 14, 2014, and recommended for approval. **This Resolution is eligible for first reading.**

COMMENTS:

ITEM # 9

SUBJECT: CONSIDER AWARDING A CONTRACT TO ROBINETTE DEMOLITION, INC. OF OAKBROOK TERRACE, ILLINOIS FOR POST SEVEN (7) LIFT STATION UNDERGROUND FUEL TANK AND GENERATOR ABANDONMENT - **Trustee Staunton**

ACTION: Discussion: A condition assessment at Post Seven (7), from the Village Engineer, determined that the generator, underground fuel tank and appurtenance should be removed due to tank age and EPA standards. Bids were opened and read publicly on Wednesday, December 18, 2013 at 10:01, as follows:

Contractor	Bid Amount
Robinette Demolition, Inc., of Oak Brook Terrace, IL	\$14,880.00
Olthoff, Inc., Chicago Heights, IL	\$31,117.63
Steve Speiss Construction, Frankfort, IL	\$34,724.00
Airy’s Inc., Tinley Park, IL	\$39,993.00
Gaskill & Walton, South Chicago Heights, IL	\$82,600.00
Budgeted Amount	\$35,000.00

The low bid was \$14,880 which is \$20,120 under the budgeted amount for the project. This item was discussed at the Public Works Committee meeting held on January 14, 2014, and recommended for approval. **Consider authorizing a contract to Robinette Demolition Inc. of Oakbrook Terrace, Illinois for the Post Seven (7) Lift Station underground fuel tank and generator abandonment in an amount not to exceed \$14,880.**

COMMENTS:

ITEM # 10

SUBJECT: CONSIDER SETTING FEBRAURY 12, 2014 AT 10:01 A.M. AS THE DATE AND TIME TO OPEN BIDS FOR THE 2013 SANITARY SEWER LINING AND MANHOLE REHAB 13-394B- **Trustee Staunton**

ACTION: Discussion: Public Works requests consideration to set February 12, 2014 at 10:01 a.m. as the date and time for the acceptance of bids for the 2013 Sanitary Sewer Lining and Manhole Rehab 13-394B. A qualified contractor is sought to re-line certain sanitary sewer mains and perform rehabilitation on various manholes in the area east of Oak Park Avenue, west of 64th Court, between 172nd Street and 175th Street. This is a program that has been in place to rehabilitate parts of the Village’s sewer mains in areas that have been identified by the Village Engineer. This item was discussed at the Public Works Committee meeting held on January 14, 2014, and recommended for approval. **Consider setting February 12, 2014 at 10:01 a.m. as the date and time to open bids for the 2013 Sanitary Sewer Lining and Manhole Rehab Project.**

COMMENTS:

ITEM # 11

SUBJECT: CONSIDER APPOINTING MICHAEL S. MERTENS INTERIM VILLAGE MANAGER – **President Zabrocki**

ACTION: Discussion: Village Board is asked to consider appointing Michael S. Mertens, Assistant Village Manager of Development and Planning, to the position of Interim Village Manager upon the resignation of Scott Niehaus on January 14, 2014. The Village has entered into a contract with Voorhees Associates, LLC to conduct a national search to fill the manager position on a permanent basis. **Consider the appointment of Michael S. Mertens as the Interim Village Manager.**

COMMENTS:

ITEM # 12

SUBJECT: RECEIVE COMMENTS FROM THE BOARD AND STAFF

COMMENTS:

ITEM # 13

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC

COMMENTS:

ITEM # 14

ADJOURNMENT

**MINUTES OF THE BOARD OF TRUSTEES,
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,
ILLINOIS, HELD JANUARY 7, 2014**

The regular meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Municipal Building on January 7, 2014. President Pro Tem Leoni called this meeting to order at 8:00 p.m. and led the Board and audience in the Pledge of Allegiance.

Present and responding to roll call were the following:

Village President Pro Tem: Patricia A. Leoni
Deputy Village Clerk: Laura J. Godette

Trustees: Gregory J. Hannon
Brian S. Maher
Thomas J. Staunton, Jr.
T.J. Grady

Absent
Village President: Edward J. Zabrocki
David G. Seaman

Also Present:
Village Manager: Scott R. Niehaus
Village Attorney: Thomas M. Melody
Village Engineer: Christopher J. King

Motion was made by Trustee Hannon, seconded by Trustee Staunton, Jr., to approve the agenda as written or amended for this meeting. Vote by voice call. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Grady, seconded by Trustee Hannon, to approve and place on file the minutes of the regular Village Board meeting held on December 17, 2013. Vote by voice call. President Pro Tem Leoni declared the motion carried.

President Pro Tem Leoni presented the following consent agenda items:

- A. REQUEST FROM AUTISM SPEAKS TO CONDUCT A FUNDRAISER ON SATURDAY, MAY 10, 2014 AT CERTAIN INTERSECTIONS THROUGHOUT THE VILLAGE.
- B. PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$ 846,852.57 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED DECEMBER 20, DECEMBER 27, 2013, AND JANUARY 3, 2014.

Motion was made by Trustee Hannon, seconded by Trustee Staunton, Jr., to approve the consent agenda items. Vote on roll call: Ayes: Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: Zabrocki, Seaman. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Hannon, seconded by Trustee Grady, to adopt and place on file ORDINANCE NUMBER 2013-O-060 AMENDING CHAPTER 132 OF TITLE XIII OF THE TINLEY PARK MUNICIPAL CODE – VIDEO GAMING. This Ordinance would amend the Village Code to allow video gaming machines in Tinley Park in accordance with State Statutes. If adopted, establishments that have a liquor license which allows for consumption of alcohol on the premises will be permitted to license up to five (5) machines per establishment. However, no one under the age of 21 will be permitted to gamble. At present, there are over fifty (50) locations within the Village that meet the criteria for video gaming devices. For each machine that is installed, the Village of Tinley Park will receive 5% of the revenue and the local business owner will receive 35%. A conservative estimate of revenue to be generated for the Village is between \$180,000 and \$300,000 per year. This includes a proposed license fee per machine per year of \$1,000. If approved, it would take approximately six to nine months for local establishments to get licensed and install the machines. All licensing and background checks will be conducted by the State of Illinois and are not the responsibility of the Village of Tinley Park. This item was discussed at the Committee of the Whole meeting held on December 10, 2013. President Pro Tem Leoni asked if anyone cared to address the Board. William Beckman, 17631 71st Court, presented his concerns that gambling is not a family friendly activity. Bill Connor, Commander of the VFW Post 2791, stated that he was in favor of video gambling and noted that the passing of this Ordinance will help non-profits like the VFW return money back in to the community. Kathy Gilroy, 230 W. Division St., Unit F, Villa Park, asked the Village Board to vote against this Ordinance. Bob Schaffner, former Commander of American Legion Post 615, asked the Village Board to vote for this Ordinance, noting the revenue made from this will help veterans in this community. Ed Converse, 17345 Olcott Court, stated his concerns about video gaming in Tinley Park and asked to Village Board to consider voting against it. Vote on roll call: Ayes: Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: Zabrocki, Seaman. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Hannon, seconded by Trustee Staunton, Jr., to adopt and place on file RESOLUTION NUMBER 2013-R-062 AUTHORIZING A FAÇADE IMPROVEMENT AGREEMENT FOR THE PROPERTY LOCATED AT 16910 SOUTH OAK PARK AVENUE (JAL MIDWEST INC). As part of the expansion and remodeling project for JAL Midwest Inc., the Mainstreet Commission has recommended approval of an incentive for 16910 South Oak Park Avenue for one-half of the approved façade improvements, not to exceed \$20,000. The mixed use project will include remodeling of the existing 2,700 square foot facility, a 1,400 square foot expansion, and a new façade. Completion is expected by late 2014. The façade is estimated to cost \$46,000. The Façade Improvement Grant is not payable until completion of the project and accordingly will be included in the FY 2015 Budget. The project has been approved by the Plan Commission and the Village Board. The Façade Improvement Grant was discussed and recommended for approval by the Main Street Commission on November 20, 2013, and by the Finance and Economic Development Committee on December 10, 2013. President Pro Tem Leoni noted 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: Hannon, Maher, Staunton, Jr., Leoni,

Grady. Nays: None. Absent: Zabrocki, Seaman. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Hannon, seconded by Trustee Grady, to adopt and place on file ORDINANCE NUMBER 2013-O-061 AUTHORIZING A PARKING LOT LEASE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE UNITED METHODIST CHURCH OF TINLEY PARK. This agreement between the Village of Tinley Park and the United Methodist Church is for the lease of a portion of the Church's parking lot to be used for commuter parking (45 spaces out of 55). The Village shall have the right to provide parking to the general public upon said lot from Monday through Friday and Saturday until 12:00 p.m. This agreement shall be for a period of three (3) years, commencing on January 8, 2014, and terminating on January 7, 2017. The lease may be terminated upon thirty (30) days notice to the other party. The Village shall make rental payments of \$1,200 per month. The Village would be responsible for general maintenance of the parking lot including striping, signage, lighting and snow plowing. The Church would be responsible for parking lot paving, patching and crack sealing. This lease relationship has been in force for more than thirty (30) years and has been mutually beneficial to the Village and the Church. The lot services the needs of the Metra commuters as well as providing additional commercial business parking after 10:30 a.m. during non church hours. This item was discussed at the Joint Finance and Economic Development and Budget, Audit and Administration Committee meeting held on December 10, 2013, and recommended for approval. President Pro Tem Leoni noted 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: Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: Zabrocki, Seaman. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Staunton, Jr., seconded by Trustee Hannon, to adopt and place on file RESOLUTION NUMBER 2013-R-061 (IDOT RESOLUTION 14-00000-01-GM) AUTHORIZING AN APPROPRIATION OF UP TO \$3,400,000 FOR THE 2014 PAVEMENT MANAGEMENT PROGRAM. This Resolution between the Village of Tinley Park and the Illinois Department of Transportation would authorize the appropriation of up to \$3,400,000 for the purpose of maintaining streets and highways under the applicable provision of the Illinois Code from January 1, 2014, to December 31, 2014. This amount represents the projected maximum total expenditures for roadway resurfacing and maintenance under the Pavement Management Program (which is paid from MFT funds controlled by the State). Actual expenditures under this resolution will be subject to the amount of funds available. Passage of this resolution will allow the Village to competitively bid the project prior to construction season in an effort to obtain the best possible unit pricing. This item was discussed and recommended at the Public Works Committee meeting held on October 28, 2013, as well as the Special Committee of the Whole meeting held on November 13, 2013, and recommended for approval. President Pro Tem Leoni noted 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: Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: Zabrocki, Seaman. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Staunton, Jr., seconded by Trustee Hannon, to award a PROFESSIONAL SERVICES AGREEMENT WITH ROBINSON ENGINEERING FOR

ENGINEERING SERVICES RELATED TO THE 2014 PAVEMENT MANAGEMENT PROGRAM. This agreement between the Village of Tinley Park and Robinson Engineering would include preliminary design engineering and field inspections for the 2014 Pavement Management Program (PMP). Final costs for this agreement will be based on a percentage basis of the PMP awarded contract amount (4% for design and 6% for construction observation). The cost of this professional service agreement would be in a not to exceed amount of \$340,000 which is 10% of the appropriation for the PMP contract. This amount is the project's maximum total of expenditures for the PMP. The project will be competitively bid in an effort to obtain the best possible unit pricing. After that time, the scope of the PMP program may be adjusted downward. As such, the engineering fee represents the maximum total and may be reduced at a future date. This item was discussed and recommended at the Public Works Committee meeting held on October 28, 2013, as well as the Special Committee of the Whole meeting held on November 13, 2013, and recommended for approval. President Pro Tem Leoni noted 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: Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: Zabrocki, Seaman. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Staunton, Jr., seconded by Trustee Hannon, to adopt and place on file RESOLUTION NUMBER 2013-R-063 AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION – COMPLETE STREET IMPROVEMENT ON OAK PARK AVENUE FROM SOUTH STREET TO 183RD STREET. The Village of Tinley Park has been selected to receive Surface Transportation Project (STP) funding for a street resurfacing/complete street modification to Oak Park Avenue from South Street to 183rd Street. This agreement would provide for federal funding through the Congestion Mitigation Air Quality (CMAQ) program providing 80% federal funding rather than the usual 70% funding. The scope of work includes roadway resurfacing, sidewalk, walking path and bike path installations. This work would encompass 1.15 miles of three lanes of pavement.

In order to receive the CMAQ funds, the Village is required to execute the following documents:

- 1) Local Agency Agreement for Federal Participation; and
- 2) The Construction Engineering Agreements.

The estimated cost of the project is \$930,000. The Village is required to fund 20% of the project costs, or approximately \$186,000. It is not expected that construction on this project will begin until Spring 2014; therefore, funding for the Village's portion of the project should be included in the proposed FY 2015 budget. The IDOT letting for this project is expected to be held on February 28, 2014, with the Village local share commitment not expected until May 2014. This item was discussed at the Public Works Committee meeting held on October 28, 2013, and the Special Committee of the Whole meeting on November 13, 2013. President Pro Tem Leoni noted 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: Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: Zabrocki, Seaman. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Staunton, Jr., seconded by Trustee Hannon, to approve A PROFESSIONAL SERVICES AGREEMENT WITH ROBINSON ENGINEERING FOR CONSTRUCTION ENGINEERING SERVICES RELATED TO A COMPLETE STREET IMPROVEMENT OF OAK PARK AVENUE FROM SOUTH STREET TO 183RD STREET. The Village of Tinley Park has been selected to receive Surface Transportation Project (STP) funding for a street resurfacing/complete street modification to Oak Park Avenue from South Street to 183rd Street. The scope of work includes roadway resurfacing, sidewalk, walking path and bike path installation along Oak Park Avenue from South Street to 183rd Street. This work would encompass 1.15 miles of three lanes of pavement. Benefits of receiving these funds include:

1. Funding ratio of 80% Federal to 20% Village; and
2. Funds received as part of the STP program would result in direct reduction of costs associated with the Pavement Management Program.

The estimated cost of the project is \$930,000. The Village is required to fund 20% of the project costs. The proposed contract would authorize the Village Engineer to provide the construction engineering services related to this improvement at a not to exceed cost of \$50,000, of this amount the Village will receive \$40,000 through the CMAQ grant. It is not expected that construction on this project will begin until Spring 2014; therefore, funding for the Village's portion of the project should be included in the proposed FY 2015 budget. This item was discussed at the Public Works Committee meeting held on October 28, 2013, and the Special Committee of the Whole meeting on November 13, 2013. President Pro Tem Leoni noted 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: Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: Zabrocki, Seaman. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Leoni, seconded by Trustee Grady, to adopt and place on file ORDINANCE NUMBER 2013-O-059 ADOPTING A PERSONNEL MANUAL FOR THE VILLAGE OF TINLEY PARK AND REPEALING ANY PRIOR EMPLOYEE OR PERSONNEL MANUALS. The Village of Tinley Park provides its employees with a personnel manual which includes information about the Village policies and benefits. This manual was last updated in 2011. Since that time there have been new State and Federal laws that have been adopted, as well as amendments to previously adopted laws. In addition, the Village has instituted new policies and benefits since the last update of the personnel manual. As such, Village Staff and the Village Attorney have updated the personnel manual to reflect the necessary changes. The updated personnel manual, which will be available to all employees, will provide them with information on policies, procedures and benefits they are eligible for. Training sessions will be held for each department to educate employees on the changes in the manual. The manual was reviewed by the Budget, Audit and Administration Committee on December 3, 2013, and recommended for approval. President Pro Tem Leoni noted 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: Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: Zabrocki, Seaman. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Leoni, seconded by Trustee Hannon, to adopt and place on file RESOLUTION NUMBER 2014-R-001 RECOGNIZING THE SIGNIFICANT ACCOMPLISHMENTS OF SCOTT R. NIEHAUS, VILLAGE MANAGER, WISHING HIM A FOND FAREWELL AS HE BEGINS HIS NEW CHALLENGES. This Resolution recognizes Village Manager, Scott R. Niehaus on his fifteen years of service and wishes Mr. Niehaus a fond farewell. Deputy Village Clerk Laura Godette read the Resolution and Trustee Leoni read a letter from President Zabrocki thanking Mr. Niehaus for his hard work and dedication during his time in the Village of Tinley Park. President Pro Tem Leoni noted that this item was in its final adoption stage and asked if anyone cared to address the Board. Trustee Hannon shared a fond farewell to Mr. Niehaus and thanked him for his hard work during his time with the Village. Trustee Maher also stated his well wishes from himself and the citizens of Tinley Park. At this time, Scott Niehaus came forward and recognized his mother, Ruth Niehaus and finance, Jaime McGill and read his resignation letter to the Village Board and thanked them for fifteen (15) years of working together. He also recognized Jeanne Condon, his Administrative Assistant for many years. Mike Bettenhausen stated his congratulations to Mr. Niehaus, thanked him for his work in the Village and wished him well. Vote on roll call: Ayes: Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: Zabrocki, Seaman. President Pro Tem Leoni declared the motion carried.

At this time, President Pro Tem Leoni asked if anyone from the Board or staff would care to address the Board. No one came forward

At this time, President Pro Tem Leoni asked if anyone from the public would care to address the Board.

Pastor Na of the Tinley Park United Methodist Church, 6875 W. 173rd Place, stated her concerns about video gaming.

Motion was made by Trustee Hannon, seconded by Trustee Staunton, Jr., to adjourn the regular Board meeting. Vote by voice call. President Pro Tem Leoni declared the motion carried and adjourned the regular Board meeting at 8:49 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:

Edward J. Zabrocki
Village President

ATTEST:

Patrick E. Rea
Village Clerk

Dr. Michael J. Byrne
Superintendent

Jill A. Wojack
Assistant Superintendent of
Special Services



Julia L. Mikulich
Assistant Superintendent

Michael L. Andreshak
Assistant Superintendent
of Finance

KIRBY SCHOOL DISTRICT 140

January 6, 2014

Mr. Brad L. Bettenhausen, Treasurer
Village of Tinley Park
16250 Oak Park Avenue
Tinley Park, IL 60477

Dear Mr. Bettenhausen:

We are aware of the limited construction activities that generate impact fees. However, periodically, we will request payout of impact fees collected on behalf of the School District. Our last request was in July 2013.

Thank you for your attention regarding this matter.

Sincerely,

Michael L. Andreshak
Assistant Superintendent of Finance

MLA:mw

84.5% - 23105
Thru Nov 2013 200⁰⁰

84.5% - 23106
Thru Oct 2013 7,600⁰⁰

7,800⁰⁰

B 13 Jan 2014

VILLAGE OF TINLEY PARK
16250 SOUTH OAK PARK AVENUE

DATE 1-16-14



APPLICATION FOR LICENSE TO CONDUCT RAFFLE
(Good for one raffle)

- 1. NAME OF ORGANIZATION: Tinley Park Lioness Club
- 2. ADDRESS: % Barbara A. Buss, 8242 W 160th place. T.P.
- 3. MAILING ADDRESS IF DIFFERENT FROM ABOVE:

- 4. ADDRESS OF PLACE FOR RAFFLES DRAWING:
Zion Lutheran Church, 69th Ave + 171st Street, T.P.

- 5. CHECK TYPE OF NOT-FOR-PROFIT ORGANIZATION: (MUST BE IN EXISTENCE FOR A PERIOD OF FIVE (5) YEARS AND ATTACH DOCUMENTARY EVIDENCE)

RELIGIOUS { } CHARITABLE {} LABOR { }
FRATERNAL { } EDUCATIONAL { } VETERANS { }
BUSINESS { }

- 6. HOW LONG HAS THE ORGANIZATION BEEN IN EXISTENCE: since 2/16/1976
- 7. PLACE AND DATE OF INCORPORATION: Tinley Park 2/1976

- 8. NUMBER OF MEMBERS IN GOOD STANDING: 15

- 9. PRESIDENT/CHAIRPERSON: Barbara Buss
ADDRESS: [REDACTED]
SOCIAL SECURITY NO [REDACTED] DATE OF BIRTH 8/9/1943

- 10. RAFFLES MANAGER Chris Rohan
ADDRESS: [REDACTED]
SOCIAL SECURITY NO _____ DATE OF BIRTH 8/19/1949

- 11. DESIGNATE MEMBER(S) WHO WILL BE RESPONSIBLE FOR CONDUCT AND OPERATION OF RAFFLE: (ATTACH ADDITIONAL SHEET IF NECESSARY)
NAME: Lynn Weiss
ADDRESS: [REDACTED]
SOCIAL SECURITY NO _____ DATE OF BIRTH 2/27/1965

Continued for #11

Carolyn Bartolotta
20262 S. Jonquill Lane
Frankfort, IL 60423 (8/11/1947)

Betty Casas
17059 Forestview Drive
Tinley Park, IL 60477 (4/1/1941)

Julie Ciarrocchi
11700 Black Forest
Palos Park, IL 60464 (7/20)

Sue Giltmier
18202 Mockingbird Lane
Tinley Park, IL 60477 (10/21/1941)

Kathy Hamilton
17594 Cambridge Place
Tinley Park, IL 60487 (11/9)

Judy Housinger
17142 Oconto Ave
Tinley Park, IL 60477 (4/20/1942)

Anne McGuire
10632 S. Lawler
Oak Lawn, IL 60453 (11/16)

Judy Martello
6546 W 181st Street
Tinley Park, IL 60477 (8/31/947)

Sandy Meyer
6310 Gaynelle Road
Tinley Park, IL 60477 (9/15/1943)

Lu Ann Reed
5620 Albert Drive
Oak Forest, IL 60452 (11/23)

Mary Renaldi
15201 Ginger Creek Lane
Orland Park, IL 60462 (5/31/1951)

Kimberly Vick
7701 W. 161st Place
Tinley Park, IL 60477 (3/04/1967)

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

Sunday, April 27, 2014

13. LOCATION OF SALES: Zion Lutheran Church

69th Ave & 171st Street

14. LOCATION FOR DETERMINING WINNERS:

Zion Lutheran Church

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

Sunday, April 27, 2014

16. TOTAL RETAIL VALUE OF ALL PRIZES:

\$ donated @ \$3,000

17. MAXIMUM RETAIL VALUE OF EACH PRIZE:

\$ donated

18. MAXIMUM PRICE CHARGED OF EACH CHANCE SOLD \$

\$1.00

19. (THIS SECTION FOR LOCAL AUTHORITY OPTIONS)

FEE (IF ANY)

\$ _____

TIME PERIOD FOR A LICENSE

ATTESTATION

"The undersigned attest that the above named organization is organized not-for-profit under the law of the State of Illinois and has been continuously in existence for 5 years, preceding date of this application, and that during this entire 5 year period preceding date of application, it has maintained a bona fide membership actively engaged in carrying out its objects. The undersigned to 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."

NAME OF ORGANIZATION Tinley Park Lioness Club

EXECUTIVE DIRECTOR Barbara A. Buss



Village of Mokena

11004 Carpenter Street

Mokena, Illinois 60448

(708) 479-3900

Fax: (708) 479-4844

Email:

administration@mokena.org

Web Site: www.mokena.org

Village President

Frank A. Fleischer

Village Clerk

Patricia C. Patt

Trustees

Debbie Engler

Donald D. Labriola

John J. Mazzorana

George J. Metanias

Jim Richmond

Joseph M. Siwinski

January 15, 2014

Mr. Brad Bettenhausen
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60451

Dear Mr. Bettenhausen:

During Monday's work session, the Village Board agreed to move forward with the refunding of the Water and Sewer Revenue Bonds, Series 2000. Based on a March 1, 2014 call date, the Village of Mokena would owe a total of \$503,990.83 (\$495,000.00 principal + \$8,990.83 interest). Mokena will issue Tinley Park a check for \$403,765.83 which represents a reduction of \$100,225 for the bond reserve.

Mokena will also reimburse Tinley Park for any costs incurred with the refunding. It is my understanding that there will be a call fee of \$300 which Tinley Park will invoice to Mokena. Any other costs should be invoiced as well.

Please let me know if there is anything else you need to proceed with the bond refunding. Thank you for all of your assistance in this matter!

Sincerely,

Barbara A. Damron
Finance Director

MEMORANDUM

TO: Trustee Thomas J. Staunton, Jr.
Chair – Public Works Committee

FROM: Michael S. Mertens
Assistant Village Manager

DATE: January 3, 2014

RE: **IDOT Traffic Signal Upgrade**

On December 23, 2013, the Village was notified that IDOT is considering a traffic signal upgrade for the lighted intersection at 159th Street and 71st Court. This lighted intersection leads into the Hobby Lobby/Burlington Coat Factory side of Tinley Park and the Meyers Food Store on the Orland Park side. The IDOT scope of work calls for converting the east/west turn lanes into a dedicated turn lane with a LED upgrade and pedestrian signalization and push buttons. Additionally, emergency vehicle opticom equipment and interruptible power supply would be installed.

Since the Village of Tinley Park controls the 71st Court jurisdiction, IDOT is requesting that the Village share in the cost of the construction and engineering. The proposed engineering costs for the Village is \$2,156.25 with the proposed construction cost at \$6,900 with a total estimated cost of \$9,056.25. Robinson Engineering is currently reviewing the plans and specifications.

Staff is seeking consideration of the cost sharing agreement with IDOT for this proposed signalization upgrade. I am requesting consideration of this item to be presented at the proposed January 14th meeting of the Public Works Committee. Should we receive a formal recommendation, staff would seek formal approval from the Village Board for first reading at the January 21st Village Board meeting. IDOT is proposing letting of this work on February 1, 2014 with construction in the spring of 2014. If approved, funding can be allocated in the 2015 budget.

Should you have any questions, please feel free to contact me.

MSM:jc

Cc: Scott Niehaus, Village Manager
Steve Tilton, Assistant Village Manager
Dale Schepers, Director of Public Works
Chris King, Village Engineer

RESOLUTION NO. 2014-R-002

**RESOLUTION AUTHORIZING
AN INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE VILLAGE OF TINLEY PARK
AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION
(TRAFFIC SIGNAL – 159TH STREET AND 71ST COURT)**

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Intergovernmental Agreement with the Illinois Department of Transportation, a true and correct copy of such Intergovernmental 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 Intergovernmental 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 "Intergovernmental Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

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

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

ADOPTED this ____ day of _____, 2014, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2014, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT

BY AND BETWEEN

THE VILLAGE OF TINLEY PARK

AND THE ILLINOIS DEPARTMENT OF

TRANSPORTATION

(Traffic Signal – 159th Street & 71st Court)

MEMORANDUM

TO: Trustee Thomas J. Staunton, Jr.
Chair – Public Works Committee

FROM: Michael S. Mertens *msm*
Assistant Village Manager

DATE: January 3, 2014

RE: **Brookside Meadows – February 1st Letter of Credit**

As you are aware, Village staff and the Village Engineer have been working with the developer of Brookside Meadows Phase I single family and multi-family development in regard to finalizing the public improvements for the development.

In an effort to working with the residents of Brookside Meadows, and in conjunction with Village codes, the developer has completed the road improvements, sidewalk placement and parkway landscaping for the majority of the development.

It is the recommendation of staff and the Village Engineer to release the Letter of Credit issued on behalf of Brookside Meadows Phase I. In conjunction with this release, the Village enter into an agreement with the developer requiring the receipt of a \$10,000 cash bond per lot for the remaining property that would need to be redeveloped. This \$10,000 cash bond would assure the installation of remaining sidewalk and street trees, as well as be available to make any necessary repairs to the existing public improvements. The cash bond would be payable upon the issuance of each building permit and would be released upon review by Village staff and Village Engineer.

Additionally, this close out agreement would transfer the ownership of the sanitary lift station to the Village of Tinley Park. The agreement calls for an inspection of the lift station prior to the issuance of the final building permit. This will provide the Village assurance that any damage to the pump station due to construction can be repaired with the cash bond provided by the developer.

For your review, I have provided a draft close out agreement. I am requesting consideration of this amount at the proposed January 14th meeting of the Public Works Committee. Should you have any questions, please feel free to contact me.

MSM:jc

Attachment

Cc: Scott Niehaus, Village Manager
Steve Tilton, Assistant Village Manager
Dale Schepers, Director of Public Works
Chris King, Village Engineer



May 10, 2013

Village President
Edward J. Zabrocki

Village Clerk
Patrick E. Rea

Village Trustees
David G. Seaman
Gregory J. Hannon
Brian S. Maher
Thomas J. Staunton, Jr.
Patricia A. Leoni
T. J. Grady

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

Administration
(708) 444-5000
Fax: (708) 444-5099

Building & Planning
(708) 444-5100
Fax: (708) 444-5199

Public Works
(708) 444-5500

Police Department
7850 W. 183rd St.
Tinley Park, IL 60477
(708) 444-5300/Non-emergency
Fax: (708) 444-5399

John T. Dunn
Public Safety Building
17355 S. 68th Court
Tinley Park, IL 60477

Fire Department & Prevention
(708) 444-5200/Non-emergency
Fax: (708) 444-5299

EMA
(708) 444-5600
Fax: (708) 444-5699

Senior Community Center
(708) 444-5150

www.tinleypark.org

Mr. Frank Bradley
Cranna Homes
19839 Mulroy Circle
Tinley Park, IL 60487

RE: Brookside Meadows Letter of Credit Close Out

Dear Mr. Bradley:

As we discussed, Cranna Homes is interested in finalizing the public improvements in the Brookside Meadows residential development. This close out would include a review of the public improvements including streets in the development with a final lift of the roads as directed by Robinson Engineering.

In addition, we would recommend the installation of sidewalks to close the gaps within the development and would require at a minimum that a sidewalk be installed on one side of each public street in order for proper pedestrian connections. We are also requesting the installation of parkway trees within the area that are currently missing.

We understand that there will be areas that you would need to leave open until the single family or townhomes are constructed. Staff recommends these improvements and would draft an agreement to be presented to the Public Works Committee prior to the completion of the public improvements and acceptance by the Village Engineer. Staff also recommends the release of the Letter of Credit with the requirement that a \$10,000 cash bond is provided per building permit. The cash bond would be returned upon occupancy of the building.

Attached is a copy of an exhibit of your development and an agreement that we have prepared for a similar development in Brookside Glen South. Should you have any questions, please feel free to contact me.

Sincerely,

Michael S. Mertens
Assistant Village Manager

MSM:jc

Cc: Trustee Thomas J. Staunton – Chair – Public Works Committee
Scott Niehaus, Village Manager
Dale Schepers, Director of Public Works
Chris King, Village Engineer



DRAFT

RESOLUTION NO.

**RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS AND AUTHORIZING
RELEASE OF LETTER OF CREDIT SUBJECT TO CERTAIN CONDITIONS –
BROOKSIDE MEADOWS, PHASE 1**

WHEREAS, the Developer, Crana Homes, Inc., of Brookside Meadows, Phase 1 (the “Developer”) has, except as provided below, completed the required public improvements for said Phase 1, said public improvements specifically including but not limited to streets, water and sewer mains, sidewalks (except for sidewalks across currently vacant lots), street trees (except for street trees to be planted on or adjacent to currently vacant lots) and street lights (collectively, the “Public Improvements”), and has maintained said Public Improvements as required by the applicable Village ordinances; and

WHEREAS, the Public Improvements (except as noted) have been inspected and approved by the Village Engineer and have been recommended by the Village Engineer for acceptance; and

WHEREAS, the Developer has previously provided the Village with a letter of credit (“LOC”) to guaranty completion and maintenance of the Public Improvements and the Village Engineer has recommended release of the LOC since the required Public Improvements (except as noted) have all been satisfactorily constructed and maintained in full compliance with all Village ordinances and the final engineering plans approved for said Phase 1; and

WHEREAS, the construction of homes in said Phase 1 currently is not 100% complete and the acceptance of the Public Improvements and the release of the LOC are specifically conditioned upon the required posting of bonds for future construction to pay

for the installation of any sidewalks and/or street trees required under the Village's Subdivision Ordinance (Development Ordinance) where the same have not been constructed and/or installed and for any damage and final cleaning and adjustments to any of the Public Improvements caused by such future construction.

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 foregoing recitals in the above WHEREAS clauses are hereby incorporated herein as operative provisions hereof.

Section 2: Expressly conditioned on the provisions of Section 4 below, this President and Board of Trustees hereby approve and accept the Public Improvements (except as noted above and as provided in Section 4 below) as recommended by the Village Engineer and further agree and approve the assumption by the Village of the responsibility of future maintenance of said currently constructed and installed Public Improvements.

Section 3: Expressly conditioned on the provisions of Section 4 below, this President and Board of Trustees hereby approve the release of the LOC and authorize the Village President and Village Engineer to so certify, if requested, such release to the financial institution, which issued said LOC.

Section 4: The Developer (or permit applicant if different than the Developer) shall be required to post a cash bond (or similar guaranty acceptable in form and content to the Village) for each new home to be built in the future in said Phase 1 in the amount of \$10,000.00 at the time of issuance of each remaining building permit for each new construction lot in the remainder of Phase 1, which bonds will be used to repair any

damage done to the Public Improvements, and any final cleaning and adjustments to the Public Improvements arising directly or indirectly out of said new construction, and for the construction of any missing sidewalks and the installation of any missing street trees after any such new construction, (any balance remaining after completion of the new construction and payment of any related repairs, cleaning, adjustments, sidewalks and street trees being remitted to the Developer or permit applicant as the case may be).

Section 5: The Village agrees to take control and ownership of the lift station servicing for Brookside Meadows Phase 1 along with the acceptance of the other public improvements. The Developer agrees to coordinate an inspection by the Village of the Lift Station prior to the issuance of the Certificate of Occupancy to the second to the last Phase 1 Multi-unit Building and that corrections to the Lift Station, if any, be made prior to the issuance of the last Certificate of Occupancy permit for the last Multi-unit Building.

Section 6: That this Resolution shall be in full force and effect immediately upon its adoption and approval as required by law.

ADOPTED this day of , 2014, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this day of , 2014, by the President of the Village of Tinley
Park.

Village President

ATTEST:

Deputy Village Clerk

STATE OF ILLINOIS)
COUNTY OF C O O K) SS
COUNTY OF W I L L)

CLERK'S CERTIFICATE

I, PATRICK E. REA, the duly elected, qualified and acting Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO.

**RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS AND AUTHORIZING
RELEASE OF LETTER OF CREDIT SUBJECT TO CERTAIN CONDITIONS –
BROOKSIDE MEADOWS, PHASE 1**

which was adopted by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the day of , 2014, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the day of , 2014.

I further certify that the vote on the question of the adoption of the said Resolution by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

AYES:

NAYS:

ABSENT:

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this day of , 2014.

Village Clerk



Village of Tinley Park Brookside Meadows Development Status

Map Legend		
Municipal Boundary	No Sidewalk	Building To Be Built - Applied for Permits
Parcel	No Sidewalk or Sod	Building Complete Or Under Construction
Road	No Sidewalk or Trees	Building Complete Or Under Construction - No Sod
Waterbody	Sidewalk But No Trees	
	Sidewalk But No Sod	

MARQUETTE BANK

March 3, 2008

IRREVOCABLE LETTER OF CREDIT #2008-1550

Crana Homes, Inc.
6120 S. Park Avenue
Burr Ridge, IL 60527

Project: Brookside Meadows
Amount: \$572,487.00
Expiration: March 3, 2009

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

Gentlemen:

We hereby establish our Irrevocable Letter of Credit in favor of the Village of Tinley Park in the amount of \$572,487.00, for the property legally described as Brookside Meadows, being a subdivision of the Southwest Quarter of Section 11, Township 35 North, Range 12 East of the Third Principal Meridian, in Will County, Illinois.

We understand this Irrevocable Letter of Credit is to be used only to assure the Village that the following improvements will be constructed in accordance with the approved engineering plans for Brookside Meadows for underground utilities, paving sidewalks, street lighting and trees.

We also understand that upon a certificate from Robinson Engineering, Ltd. the Municipal Engineer and the Director of Public Works of Tinley Park, stating that such work has been properly completed and accepted by the Municipality, the Letter of Credit will be reduced by the appropriate amount of the improvement.

If we receive a notice from the Village Manager the Municipality indicating that the owner and/or developer has failed to satisfactorily complete or carry on the work on the installation and construction of the required improvements, and such notice indicated that the owner and/or developer has been notified that the Municipality finds that a breach of the owner's and/or developers obligations has occurred and have not been cured within a period of thirty (30) days that in such case we shall make payments for materials and labor to such contractor(s) or subcontractor(s) retained by the Municipality who have completed the improvements in substantial accordance with the Plans and specifications of the owner and/or developer; such payments shall be made upon the certification of the Municipal Engineer that the work has been completed and the submission of proper waivers of liens from the contractor(s) or subcontractor(s).

Sixty (60) days prior to the expiration of this irrevocable credit, we still notify the corporate authorities of the municipality by registered letter, return receipt requested, of the notice. If the work covered by this commitment has not been completed, the Municipality can draw the entire balance for the purpose of completing the improvements, however, any funds remaining after completion of the improvements shall be refunded to us to satisfy any indebtedness owned by developer hereunder and if there is not such indebtedness, we shall pay such funds to the developer. It is recognized that the Municipality is according to the developer and or the irrevocable nature of the commitment. It is further acknowledged that the consideration for this irrevocable commitment is provided by agreements between this financial institution and the developer.

Except so far as otherwise expressly stated herein, this Letter of Credit is subject to the Uniform Custom and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Brochure No. 500."

It is hereby represented that the undersigned are officers of Marquette Bank at our office at 10000 W. 151st Street, Orland Park, Illinois 60462. Drafts must state upon their face, "Drawn under Marquette Bank Letter of Credit #2008-1550."

Marquette Bank



Mark Majdecki
Vice President



Kristin K. Keuch
Assistant Vice President

MM/kk

Memorandum



To: Dale Schepers, Public Works Director
From: Tom Kopanski, Water & Sewer Superintendent
Date: 23 December 2013
Subject: Additional Post 1 Tank Work- Exterior Coating of West Tank

Presented for 7 January, 2014, Village Board discussion and possible action:

Description: Public Works requests consideration and possible action by the Village Board to process a change order for additional work to a current PW project: 13-378-Post 1 Ground Storage Interior Painting and Rehabilitation Work in the amount of \$196,890.00.

Background: During the FY2014 budget request process, it was identified in an evaluation performed by Dixon Engineering that work needed to be done on the Post 1 West Ground Storage Tank. An Engineer's Estimate to do the interior and exterior work on the tank came in at \$1,100,000. A decision to submit a request to do the interior work during FY 2014 and the exterior during FY2015 was the outcome. Funding was approved, in the amount of \$800,000., to have the interior work done during FY2014.

The bid results were opened, and the successful bidder submitted a quote of \$489,000.; this amount is \$311,000., below the approved budget amount.

State bidding law allows the Village to increase the awarded contract amount up to 50% via change order with Board approval. A request by the PW Superintendent, via the Village Engineer to the successful bidder, was put forth to get a quote to paint the exterior of the tank. A quote came back to do the additional work for \$196,890, which represents a 40.3% increase to the contract.

Justification to have the additional work done is:

- Tank will not have to be drained twice.
- An additional mobilization cost would not be incurred.
- The Village would not be paying for contract administration twice; this is additional work in conjunction with the first contract.
- There would be no additional advertising cost to put the additional work out for bid.
- Approx. \$5,000 would be saved in inspection fees by having all the inspections done at once.
- The original estimate for the exterior coating was \$234,000.
- Positive recommendation from the Village Engineer.

Since the surface area is essentially the same if the interior or exterior of a tank is being coated, a cost comparison between the two firms that submitted bids was made, using the interior coating task as the benchmark. Based on a comparison of the unit prices, Era Valdivia Inc. came in 32% lower than the next lowest bidder.

Budget / Finance: Funds are budgeted and available in the Capital Improvements Fund

Budget Amount:	\$800,000.00
Original Contract Amount:	<u>\$489,000.00</u>
Difference – UNDER BUDGET	\$311,000.00

December 23, 2013

Additional Work:	<u>\$196,890.00</u>
Difference – UNDER BUDGET	\$114,110.00

Recommendation:

Staff requests consideration from Village Board to awarding the above additional service work to Era Valdivia Contractors in the amount of \$196,890.00.

Staff Direction Request:

1. Approve additional service work in the amount of \$196,890.
2. Direct Staff as necessary.

RESOLUTION NO. 2014-R-004

RESOLUTION AUTHORIZING CHANGE ORDER TO THE CONTRACT WITH ERA VALDIVIA OF CHICAGO, ILLINOIS FOR POST ONE (1) REPAIRS AND INTERIOR PAINTING

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, previously approved and entered into a contract for repairs and interior painting services (the “Contract”) for the Post One (1) with Era Valdivia ; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, have considered a proposed Change Order to said Contract which is attached hereto as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, upon recommendation of staff have determined that it is in the best interests of said Village of Tinley Park that said Change Order be entered into and approved 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 the President and Board of Trustees of the Village of Tinley Park hereby find and determine that (1) the circumstances necessitating the Change Order were not reasonably foreseeable at the time the Contract was signed; (2) the changes affected by the Change Order are germane to the original Contract as signed; and (3) the changes effected by the Change Order are in the best interests of the Village and are authorized by law.

Section 3: That the President and Board of Trustees of the Village of Tinley Park hereby further find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid Change Order be entered into and executed by said Village of Tinley Park, with said Change Order to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1.**

Section 4: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute said Change Order for and on behalf of said Village of Tinley Park.

Section 5: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this ____ day of _____, 2014, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2014, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

Village of Tinley Park
Change Order Form

Change Order No. 1

Date: 12/23/2013

Date Approved: _____

Name of Project Post 1 West Ground Storage Reservoir Interior Painting & Rehabilitation
 Department Public Works
 Contractor Era Valdivia Contractors, Inc

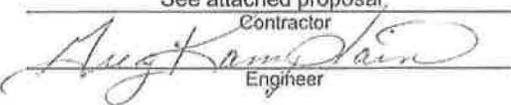
The following changes are hereby made to the CONTRACT DOCUMENTS:

In addition to the interior contract work, the contractor shall perform the following exterior work ;
 high pressure water and spot power tool cleaning and applying a three (3) coat zinc epoxy urethane system to the exterior, repair foundation cracks, water clean and apply a two (2) coat epoxy system to foundation, and install overflow flap gate.

Justification:
 See attached Memorandum.

Original CONTRACT AMOUNT	\$	489,000.00
Previous CHANGE ORDER(S) No(s). <u>N/A</u>	\$	-
Current CONTRACT AMOUNT with all previous changes to date	\$	489,000.00
This CHANGE ORDER AMOUNT	\$	196,890.00
NEW CONTRACT AMOUNT including this change order	\$	685,890.00
TOTAL CHANGE to CONTRACT AMOUNT - All Change Orders		196,890.00
EXTENSION OF CONTRACT TIME IN DAYS		12
REVISED FINAL COMPLETION DATE		5/27/2014

Approvals Required:
 To be effective this Order must be approved by the Village if it changes the scope or objective of the PROJECT, or as may otherwise be required by the CONTRACT.

Requested by:	<u>See attached proposal</u>	_____
	Contractor	Date
Recommended by:		<u>1/16/14</u>
	Engineer	Date
Ordered by:	_____	_____
	Department Director	Date
Accepted by:	_____	_____
	Village Manager	Date

Memo

To: Tom Kopanski
From: Jennifer Prinz
Date: December 23, 2013
RE: Post 1 West Storage Tank Exterior Work

We have been asked to solicit a cost from the low bidder to complete the recommended exterior work as an extension of their existing contract. The interior work and exterior was originally split across two budget years because of the anticipated construction costs. Since the awarded dollar amount for the interior work is significantly less than the budgeted dollar amount, we believe it is best to maximize the budgeted dollars into a single contract and do the exterior work at the same time as the interior work.

The Contractor has provided a cost to perform the exterior coating work in accordance with our recommendations at a cost of \$196,890. The original estimate for the exterior coating was \$234,000.

The advantages to doing the exterior work at the same time as the interior work is as follows:

1. The Village will not have to drain the tank twice which will save staff coordination time.
2. The Village will not pay for Contractor mobilization twice.
3. The Village will save on contract administration costs since the work will be done under all one contract.
4. There will be no advertising costs for bidding the exterior work in a different budget cycle.
5. You will save about \$5,000 in construction observation fees by having all work done at once.

We believe the cost savings as mentioned above outweigh any advantage the Village would have by bidding the exterior work as a separate contract in another budget year.



Chicago, IL 60617

TEL: (773) 721-9350
FAX: (773) 721-8027

November 27, 2013

Proposal No. **REL 13-378**

Proposal Submitted to:

Project: Village of Tinley Park
Post 1 West Ground Storage Reservoir
Exterior Painting

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

Attn: Ms. Jennifer Prinz – Robinson Engineering

Era Valdivia Contractors Inc. proposes to furnish all supervision, labor, material, equipment, and insurance to complete the following work:

Scope of work: As per REL Project specification 13-378

Era-Valdivia Contractors, Inc. will perform power washing (5,000 – 6,000 psi), spot cleaning, painting, and misc. repairs on exterior surfaces of the Post 1 – West Ground Storage Reservoir. This work will be performed in sequence when interior portion of work is in progress and/or completed. All contract requirements will remain in force until completion of the additional work. Era-Valdivia Contractors, Inc. will require an additional 12 working days in order to complete the exterior work.

The following schedule of prices will apply for accounting purposes:

1. Exterior Painting	LS	\$194,000.00	\$194,000.00
2. Foundation Crack Repair	10 FT	\$55.00	\$550.00
3. Foundation Sealant	20 FT	\$ 7.00	\$140.00
4. Overflow Flap Gate	LS	\$2,200.00	\$2,200.00

Total additional improvement as per specifications and substantially completed in a professional manner for the lump sum of: One Hundred Ninety Six Thousand Eight Hundred Ninety Dollars and Zero Cents (\$196,890.00)

Schedule: Work above to be completed within existing contract time frame plus additional: 12 Work Days

We appreciate your business and value Tinley Park as a customer. If you have any question please call me at 773-721-9350

Sincerely,
Era Valdivia Contractors, Inc.

J. G. Valdivia
Jose G. Valdivia – President

Memorandum



To: Scott Niehaus, Village Manager
From: Dale Schepers, Public Works Director
Date: January 2, 2014
Subject: Lease and Access Agreement with Chicago Southland Fiber Network for Installation and Maintenance of Fiber Optic Equipment on Village Owned Properties.

Presented for January 21, 2013 Public Works Committee for consideration and possible action:

Description: Approve a lease and access agreement to allow the Chicago Southland Fiber Network (CSFN) to install and maintain certain fiber optic equipment in existing Village-owned infrastructure and properties including a network node at the Tinley Park Convention Center. Consideration for this lease and access are as follows:

1. CSFN will provide 4 strands (pairs) of dark fiber for Village use at no cost.
2. CSFN will provide Data Transport Services to the Village at government use rate of 50% below its retail rate.
3. CSFN's government use rate will apply to users attending events at the Tinley Park Convention Center. This rate does not apply to the adjacent hotel.

Background: CSFN is funded through the State of Illinois Jobs First Capital Program. Its purpose is to install and operate a fiber enabled broadband communications network in the Chicago southland area to support healthcare, education, municipal government, public safety and economic development in the region.

During the review of CSFN's application for Tinley Park right-of-way use permits (required for utility maintenance and construction in the ROW), Public Works identified existing Village-owned infrastructure and building facilities that could allow co-location of CSFN equipment and save considerable project expenses. Staff has coordinated this review with the management firm for the Tinley Park Convention Center on the location option and day-to-day access.

The Village Attorney has reviewed this agreement and found it to be acceptable.

Budget / Finance: Consideration for the agreement is \$10.00 for a 10-year term with a 5-year option.

Staff Direction Request:

1. Approve the CSFN Lease and Access Agreement.
2. Direct Staff as necessary.

Attachments:

1. CSFN Lease and Access Agreement.

RESOLUTION NO. 2014-R-005

**RESOLUTION AUTHORIZING THE
A LEASE AND ACCESS AGREEMENT FOR FIBER OPTIC EQUIPMENT
INSTALLATION AND MAINTENANCE BETWEEN THE VILAGE OF TINLEY PARK
AND CHICAGO SOUTHLAND FIBER NETWORK**

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, did consider a lease and access agreement, a true and correct copy of such agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois as follows:

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

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

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, are hereby authorized to execute for and 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 ____ day of _____, 2014, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2014, by the President of the Village of Tinley Park.

Edward J. Zabrocki
Village President

ATTEST: _____
Patrick E. Rea
Village Clerk

EXHIBIT 1

A LEASE AND ACCESS AGREEMENT FOR FIBER OPTIC EQUIPMENT INSTALLATION AND MAINTENANCE BETWEEN THE VILAGE OF TINLEY PARK AND CHICAGO SOUTHLAND FIBER NETWORK

**LEASE AND ACCESS AGREEMENT
FOR FIBER OPTIC EQUIPMENT INSTALLATION AND
MAINTENANCE**

THIS LEASE AND ACCESS AGREEMENT ("Agreement") is made as of this _____ day of _____, 2013 (the "Effective Date"), between Chicago Southland Fiber Network ("CSFN"), a not-for-profit Illinois corporation, and the Village of Tinley Park ("Village"), (collectively, the "Parties").

RECITALS:

WHEREAS CSFN, through funding made available by the State of Illinois, "Jobs First" Capital Program, desires to provide fiber enabled broadband communications in support of healthcare, education, municipal government, public safety and economic development sites in the Chicago Southland Region; and

WHEREAS CSFN desires to establish critical fiber optic communications infrastructure to recruit new business and investment in the Southland, retain existing business entities and extend connectivity technology to support those who live, work and provide critical services in the region; and

WHEREAS Village is the fee owner of certain property and facilities located at 18451 Convention Center Drive, Tinley Park, IL 60477 ("Property"); and

WHEREAS the Property is a viable network node and a potential service location for the CSFN Data Transport Services Network; and

WHEREAS CSFN has received federal grant funding pursuant to the aforementioned program to build the CSFN Data Transport Services Network to provide connectivity in support of both public and private sites in the region; and

WHEREAS Village is willing to host fiber-optic communications equipment that is critical to the CSFN Data Transport Services Network and share common duct as appropriate; and

WHEREAS the expansion of the CSFN broadband network into Tinley Park will benefit Village, as well as Tinley Park businesses and residents; and

WHEREAS, Tinley Park and the Tinley Park Convention Center will have the ability to use the CSFN Data Transport Services Network to provide data interconnectivity with other institutions, services and applications; and

WHEREAS, to successfully expand the broadband network, CSFN needs a suitable location to install and maintain CSFN communications equipment as described

in **Exhibit A** (the "Communications Equipment"), attached hereto and made a part hereof thereby;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and obligations herein contained, which each of the parties hereto acknowledge as adequate and sufficient, it is hereby agreed as follows:

1. LEASE FOR FIBER OPTIC EQUIPMENT INSTALLATION, OPERATION AND MAINTENANCE

Village, for Ten Dollars and No Cents (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, leases to CSFN a designated portion of the Property (as hereinbelow described), together with the right of access thereto, hereinafter legally described and depicted in **Exhibit B** ("Leased Premises"), for the following purposes and subject to the terms and conditions set forth in this Agreement:

- 1.1. CSFN is to install fiber optic cable entrance and route fiber cable to the Communications Equipment as located within the Facilities along the route graphically depicted on **Exhibits C and D** (hereafter referred to as "Tinley Park Convention Center Fiber Path"). CSFN shall install all ancillary improvements, including manhole upgrades, and the required fiber optic cable in full compliance with plans to be submitted to and approved by the Village.
- 1.2. CSFN shall provide to the Village of Tinley Park four (4) strands (pairs) of dark fiber on all fiber paths placed within the Village right-of-way (accessed by the Village from designated fiber aggregation points, hand holes, vaults, or facilities) to be used by the Village for any application the Village chooses and at any data rate the Village provisions fiber equipment to support.
- 1.3. Charges for the Village's access to and use of the CSFN Data Transport Services Network shall be based on the governmental discount rate (currently a 50% discount from CSFN's retail, i.e. non-governmental rate) in effect from time to time. The same governmental discount rate shall be the rate charged to users attending events at the Tinley Park Convention Center. The adjacent hotel, however, shall be charged the customary non-governmental retail rate.
- 1.4. CSFN will at its expense construct a dividing wall in what is now Room 107 in the Convention Center, with the Communications Equipment to be located in what will be designated Room 107A to which both parties shall have access. The dividing wall shall include a door to what will be designated Room 107B to which CSFN will have no access. Such work will be performed in compliance with plans to be submitted to and approved by the Village.

- 1.5. CSFN is to install Communications Equipment (Optical Transmission Unit) in Room Number 107A ("Room") near existing Facilities data networking equipment.
- 1.6. CSFN is to provide and place electrical power and/or UPS (uninterruptible power supply) to optimize CSFN Data Transmission Service up time and reliability in the aforesaid location.
- 1.7. CSFN is to use and maintain CSFN'S Communications Equipment, as listed on **Exhibit A** attached hereto and incorporated herein, in Room 107A of the Convention Center, and to access and use the Leased Premises in accordance with and subject to the terms and conditions described herein.

2. TERM AND TERMINATION

- 2.1. INITIAL TERM. The term of this Lease is ten (10) years, commencing on _____, 2013, and continuing through _____, 2023 (the "Initial Term").
- 2.2. RENEWAL. Unless either Party gives a written termination notice at least ninety (90) days prior to the end of the current Term (either an Initial Term or a Renewal Term), the term of this Agreement will be renewed automatically for successive one (1) year terms (each a "Renewal Term").
- 2.3. OPTION FOR LONG-TERM RENEWAL. CSFN and Grantor agree that, upon expiration of the Initial Term, CSFN shall have the option, subject to approval by the Village, to renew this Agreement for an additional term of five (5) years, commencing on the initial termination date set forth in Section 2.1 and continuing through the last day of the fifth year of the Renewal Term, at the same terms and conditions as set forth in the Agreement.

3. BINDING ON SUCCESSORS. This Lease shall be binding not only upon Village but also upon its successors, heirs, devisees, lessees and assigns and all other successors in interest to the Leased Premises or any portion thereof and shall continue for the Term established in this Agreement. All rights herein granted to either party shall run for the benefit of and may be exercised by their successors, assigns, devisees, and duly authorized officers, representatives or agents.
4. ADDITIONAL EQUIPMENT. CSFN may not add additional equipment cabinets, equipment or antennas beyond that identified in Exhibit A without the prior written approval of Village, at its sole discretion, which approval must be in the form of a written amendment to this Agreement.

5. ACCESS BY CSFN

- 5.1. GENERAL ACCESS. Village hereby grants to CSFN the non-exclusive right to access the Facilities 24 hours a day, seven days a week, as necessary to install, operate and maintain CSFN Communications Equipment.

Specifically, the Village shall provide CSFN with keys to the Room within which the Communications Equipment is located, which room shall be accessed in the manner approved by the Parties. Access to the remainder of the Property shall be restricted and CSFN shall abide by all rules and restrictions established by the Village relating to access to the aforesaid Room and also limiting or restricting access to the remainder of the Property and Facilities. At CSFN's request, Village shall, in a timely manner, allow CSFN to access Facilities, property, and equipment that Grantor controls as reasonably required of CSFN to operate the Communications Equipment and/or the CSFN Data Transport Services Network.

All access by CSFN shall be conducted in such a manner as to not interfere with or disrupt any activities at the Convention Center nor any attendees at such activities.

- 5.2. LIMITATIONS ON INGRESS AND EGRESS. CSFN shall use only Village approved means and routes of ingress and egress.

- 5.3. CONTACT INFORMATION. Village shall, upon execution of this Agreement, provide CSFN with the name, address and telephone numbers of Grantor's authorized agent, who shall be CSFN'S day-to-day contact person for resolution of equipment issues and other technical issues that may arise during the term of the Agreement.

6. DUTIES OF CSFN

- 6.1. CSFN warrants that CSFN use of the Facilities shall not interfere with any of Village's activities in said Facilities or communications or other equipment located within such Facilities or that of any other users.
- 6.2. CSFN shall in no way alter, disrupt or modify or damage existing drainage patterns and systems affecting the Facilities.
- 6.3. CSFN, its employees, contractors or consultants shall not perform any construction or any physical modifications of the Facilities, without first obtaining Village's written consent in the form of an amendment to this Agreement.
- 6.4. Prior to installing, replacing or modifying any equipment on the Facilities, CSFN shall notify Village's Authorized Agent and secure written approval from the Authorized Agent to proceed. In the case of an emergency requiring immediate work on the equipment, CSFN shall promptly notify Village of the emergency, and then proceed to perform the necessary work for emergency repairs without

securing prior written approval unless the Village declines to allow the work to proceed and/or subject to any restrictions imposed by the Village on proceeding with the work.

- 6.5. All wiring shall conform to the existing wiring method used at the Facilities and shall conform to the Village's Building Code and the National Electrical Code. CSFN shall obtain, or require its contractors to obtain, any necessary permits from applicable units of local government and/or public utilities. All other equipment and work to be performed by CSFN in fulfillment of its obligations hereunder must be in full compliance with all codes and ordinances of the Village and shall be in accordance with the applicable plans to be submitted to and subject to the approval of the Village.
- 6.6. CSFN shall operate CSFN'S back-up power equipment, if any, in conformance with applicable State and local noise abatement standards and shall, at CSFN'S expense, install such buffers or noise-mitigating equipment as necessary to meet said standards.
7. UTILITIES. Village hereby grants to CSFN the right to connect to such electrical (120V AC) services and UPS systems as are available in the Facilities. Village must approve all electrical wiring interconnections prior to installation by CSFN or CSFN contractors, which approval shall not be unreasonably withheld. Village shall have no liability to CSFN for interruptions of electricity or by third party vendors or any other interruptions beyond Village's direct control. In the event of a power outage, Village shall cooperate with all efforts by CSFN to procure, connect to and/or utilize alternative sources of electricity.
8. STRUCTURAL ANALYSIS. If deemed necessary by either Party, p CSFN may conduct, at CSFN'S expense, a structural analysis of any portion of the Property, Facilities or Leased Premises as may be required for use by CSFN to install and/or operate the Communications Equipment. A report of the structural analysis, prepared by a professional engineer knowledgeable of such matters and licensed in the State of Illinois, shall be submitted to Village. Village may waive, in writing, the independent structural analysis.
9. CHANGES TO CSFN EQUIPMENT. Any future changes to CSFN'S antenna, cabling, Communications Equipment, or related equipment, as well as any changes of wattage, frequency, or functionality of CSFN'S Communications Equipment or related equipment shall be identified in writing, agreed upon by the Parties, and included herein by Amendment hereto.
10. INSURANCE. CSFN, shall require all contractors performing work on the Communications Equipment or Facilities, to maintain insurance for the duration of this Agreement, as follows:

- 10.1 So long as the contractor employs any individual to perform work or services on the Communications Equipment or Facilities, Workers' Compensation Insurance complying with the laws of the State of Illinois, and Employers Liability Insurance with policy limits of at least \$500,000 each person/occurrence, including occupational disease coverage with policy limits of at least \$500,000 each person.
- 10.2 Commercial General Liability Insurance, including premises, operations, products hazard, completed operations, contractual liability, broad form property damage, and personal injury coverages, with policy limits of at least \$1,000,000 per person/occurrence.
- 10.3 Railroad Protective Liability Insurance for any work within fifty (50) feet of a railroad right-of-way, with policy limits of at least \$2,000,000 each person/occurrence or such other limits as required by the Right-of-Way providers (this insurance is not required for any contractors performing work solely within the Convention Center itself).
- 10.4 Excess or Umbrella Insurance applicable to all of the coverages required in this Section 11.1, except for the Workers' Compensation Insurance required in subparagraph (a) above (but such coverage shall be applicable to the required Employers Liability Insurance), with policy limits of at least \$2,000,000 per occurrence.
- 10.5 Each said policy shall include a waiver of any subrogation rights that might otherwise exist against either Party, and shall provide that thirty (30) days notice shall be given to the non-canceling Party prior to any cancellation, non-renewal, or other material change in the insurance coverage. Also, each policy shall include the Village and its officers, employees, agents, volunteers, successors and assigns as Additional Insureds by endorsement and name the Village as Cancellation Notice Recipient.
- 10.6 Each Party shall be included as an additional insured on a primary, non-contributory basis on all policies specified in this Section 10. Such additional insurance shall apply to any and all claims arising out of the Party's or contractor's work, operations, facilities, premises, or products; additional insurance provisions which apply only to claims arising out of the named insured's negligence or which otherwise apply only to vicarious liability of other Party are not acceptable.
- 10.7 Upon request by Village, CSFN shall obtain and produce a certificate of insurance and all endorsements demonstrating that all of the above insurance requirements have been met.

11 ASSIGNMENT; NO DEDICATION OR THIRD-PARTY BENEFICIARIES.

11.1 This Agreement may not be sold, assigned, or transferred at any time by either Party without the written consent of the other; said sale, assignment, or transfer covered by this Agreement includes sales, assignments or transfers resulting from merger, sale, or other transfer of either Party with or to another entity, including a subsidiary or an affiliate.

11.2 Nothing in this Agreement shall be deemed to constitute a gift, grant or dedication of any portion of the Facilities to the general public for any purpose whatsoever, it being the intention of the Parties that the access granted herein shall be strictly limited to the non-exclusive use of the CSFN. This Agreement is not intended to benefit any other person or entity as a third party or to give any such person or entity any rights hereunder.

12 INDEMNIFICATION. CSFN shall indemnify, save, hold harmless and defend Village, as well as its respective employees, officers, directors and agents (collectively "Indemnified Parties") from and against any claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including, but not limited to reasonable attorney's fees incurred with or without suit, in arbitration or mediation, on appeal or in a bankruptcy or similar proceeding) (collectively "Claims") threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims arise out of or relate to: (i) damages for bodily injury (including death) and damage to real and tangible personal property to the extent that such loss was proximately caused by CSFN, its agents, employees, representatives, and retained independent contractors related to this Agreement and the rights and Communications Equipment identified herein; (ii) the breach or alleged breach of this Agreement by CSFN; or (iii) any negligent or tortuous act or omission to act of CSFN.

13 REASONABLE TIME TO CURE. Before either Party is deemed to be in default of this Agreement for breaching any of the terms and conditions herein, the party in breach shall have a reasonable time to cure its breach.

14. MISCELLANEOUS

14.1 Authority: Each Party represents and warrants that it has full authority to enter into and sign this Agreement.

14.2 Complete Agreement, Amendments: This Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between CSFN and Village. This Agreement may only be amended in writing, signed by all Parties. All exhibits referenced within the body of this Agreement are incorporated herein by reference.

14.3 Counterparts: This Agreement may be signed in counterparts by the Parties hereto.

14.4 Binding Effect: The terms and conditions of this Agreement shall extend to and bind any transferees or assignees of each Party, and it is expressly understood by the Parties that this provision is not to be deemed as changing in any way the character of this Agreement as a revocable Agreement.

14.5 Severability: If any term of this Agreement is found to be void or invalid and such invalidity does not materially alter the remaining terms and purpose of this Agreement, then such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

14.6 Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois without reference to choice of law standards.

[Remainder Left Blank]

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

VILLAGE OF TINLEY PARK

By:

Dale Schepers

Date

CHICAGO SOUTHLAND FIBER NETWORK (CSFN)

By

Executive Director

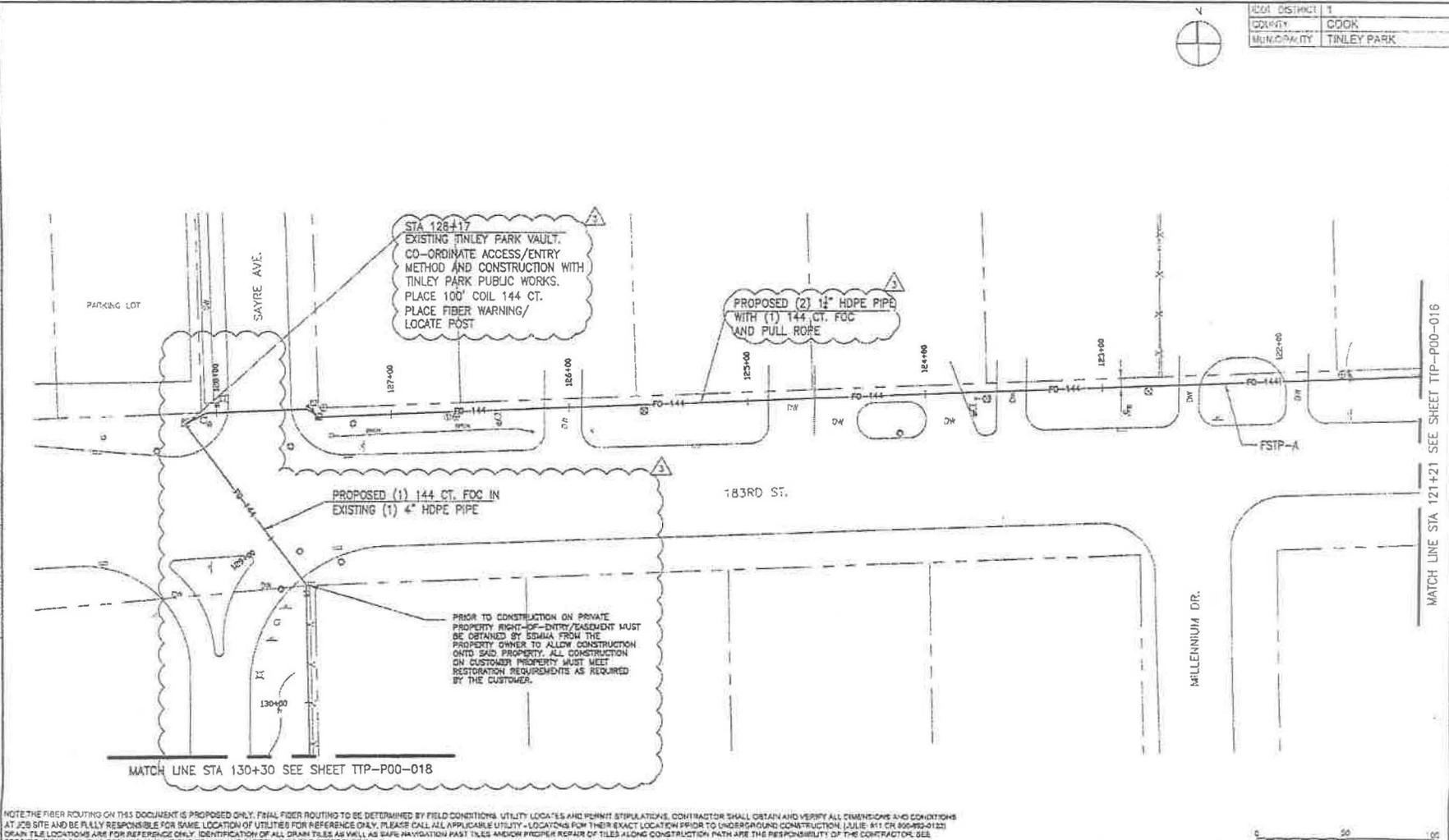
Date

Received and Approved by:

Convention Center Management Company

LIST OF EXHIBITS

CO. 1 B.L. 130 00' COL. 1
 CO. 2 B.L. 130 70' COL. 2
 CO. 3 B.L. 130 50' COL. 3
 CO. 4 B.L. 130 00' COL. 4
 CO. 5 B.L. 130 25' COL. 5
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 CO. 100 B.L. 130 00' COL. 100



NOTE THE FIBER ROUTING ON THIS DOCUMENT IS PROPOSED ONLY. FINAL FIBER ROUTING TO BE DETERMINED BY FIELD CONDITIONS, UTILITY LOCATES AND PERMIT STIPULATIONS. CONTRACTOR SHALL OBTAIN AND VERIFY ALL DIMENSIONS AND CONDITIONS AT JOB SITE AND BE FULLY RESPONSIBLE FOR SAME. LOCATION OF UTILITIES FOR REFERENCE ONLY. PLEASE CALL ALL APPLICABLE UTILITY - LOCATIONS FOR THEIR EXACT LOCATION PRIOR TO UNDERGROUND CONSTRUCTION (CALL 811 OR 800-882-0123). DRAIN TILE LOCATIONS ARE FOR REFERENCE ONLY. IDENTIFICATION OF ALL DRAIN TILES AS WELL AS SAFE NAVIGATION PAST TILES AND/OR PROPER REPAIR OF TILES ALONG CONSTRUCTION PATH ARE THE RESPONSIBILITY OF THE CONTRACTOR. SEE SPECIFICATIONS FOR FULL REQUIREMENTS, RIGHT OF WAY AND PARCEL LINES FOR REFERENCE ONLY.

NO.	DATE	REMARKS	BY	NO.	DATE	REMARKS	BY
0	08-18-13	ISSUED FOR CONSTRUCTION	GEC	3	08-09-13	IFC REV 3 PER TINLEY PARK	GEC
1	06-24-13	IFC REV 1 PER IDOT	GEC				
2	07-18-13	ISSUED FOR PERMIT REV 2	GEC				

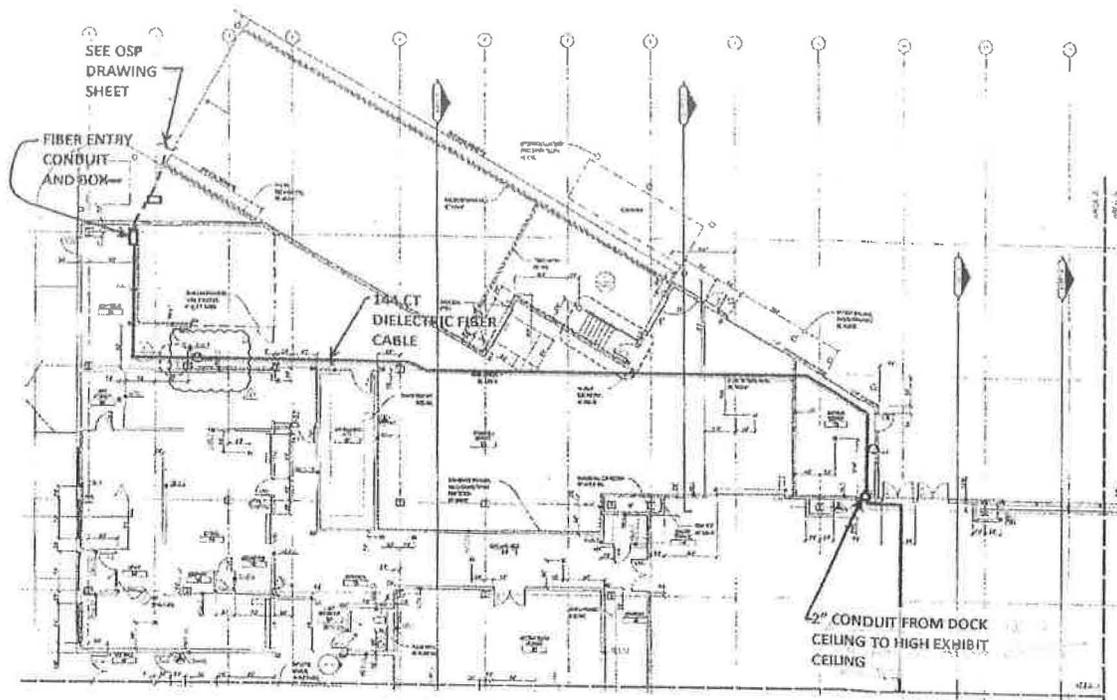
Globaltrotters
 ENGINEERS - ARCHITECTS
 200 S. Wacker Drive
 Chicago, Illinois 60606
 PH 312.467.1000
 WWW.GLOBALTROTTERS.COM

SSMMA
 SOUTHWESTERN SIGNALS & MANAGER ASSOCIATES
 1000 N. Dearborn Street
 Chicago, IL 60610
 PH 312.467.1000
 WWW.SSMMA.COM

NIU Broadband Development Group

CHICAGO SOUTHLAND FIBER NETWORK
 SSMMA PHASE 2
 TINLEY PARK, IL
 OSFALTE™
 FIBER ROUTING PLAN

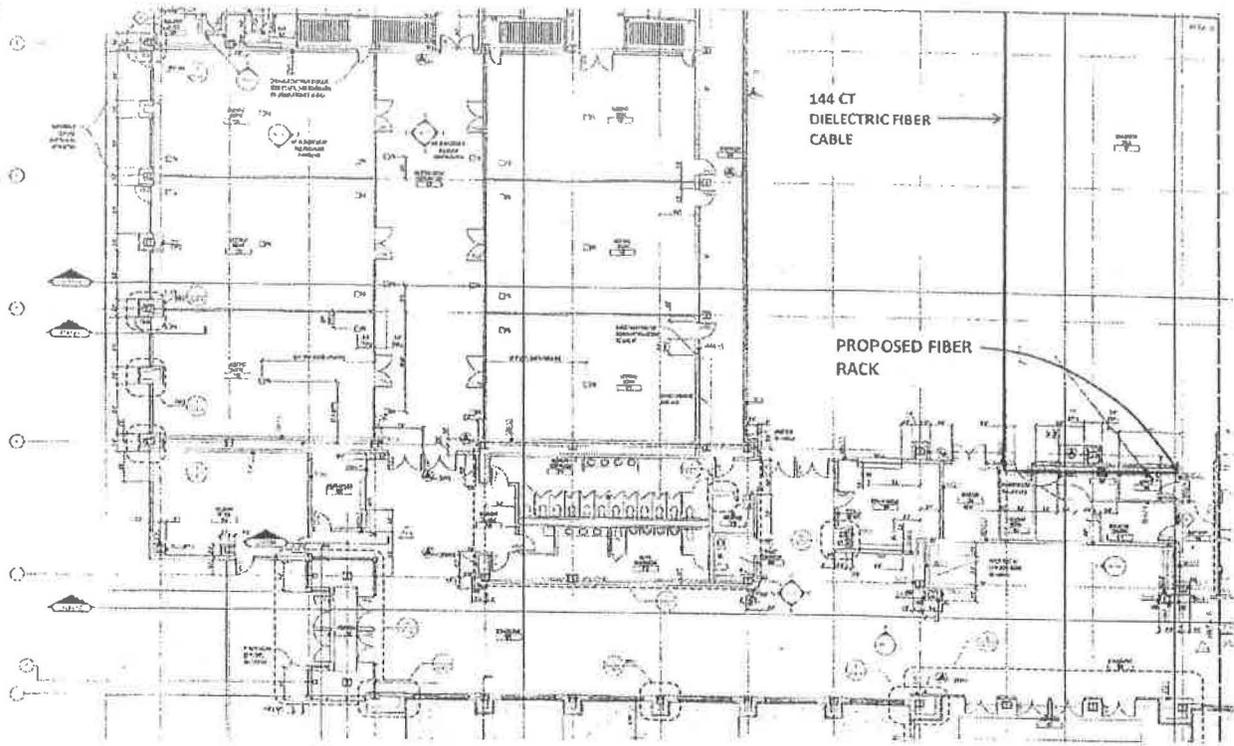
CHICAGO SOUTHLAND FIBER NETWORK SSMMA PHASE 2 TINLEY PARK, IL OSFALTE™ FIBER ROUTING PLAN	SSMMA ISSUED DATE 08/09/13 SHEET NO. TTP-P00-017
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TINLEY PARK CONVENTION CENTER
PROPOSED SSMMA FIBER PATH

SCALE 1" = 16'

SHEET 1 of 2

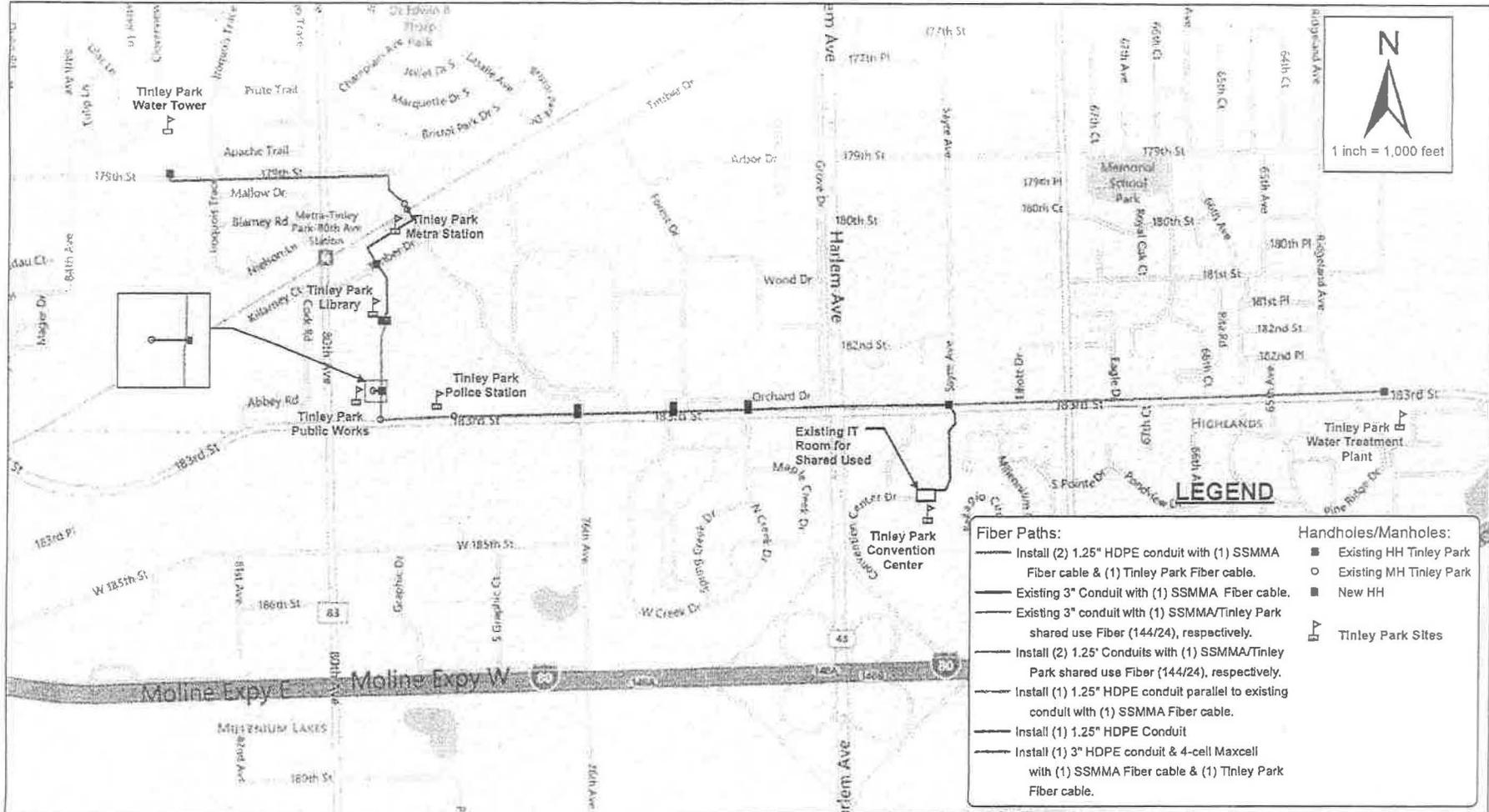


TINLEY PARK CONVENTION CENTER
PROPOSED SSMMA FIBER PATH

SCALE 1" = 16'

SHEET 2 of 2

Path: P:\projects\12030\Design\GIS\mxd\Tinley Park SSMMA Proposed Shared Use Fiber Infrastructure_13-1217.mxd



Tinley Park SSMMA Proposed Shared Use Fiber Infrastructure

Water Treatment Plant to Water Tower

Date: 12/17/2013

EXHIBIT D

- | Fiber Paths: | | Handholes/Manholes: | |
|--------------|--|---------------------|-------------------------|
| | Install (2) 1.25" HDPE conduit with (1) SSMMA Fiber cable & (1) Tinley Park Fiber cable. | | Existing HH Tinley Park |
| | Existing 3" Conduit with (1) SSMMA Fiber cable. | | Existing MH Tinley Park |
| | Existing 3" conduit with (1) SSMMA/Tinley Park shared use Fiber (144/24), respectively. | | New HH |
| | Install (2) 1.25" Conduits with (1) SSMMA/Tinley Park shared use Fiber (144/24), respectively. | | Tinley Park Sites |
| | Install (1) 1.25" HDPE conduit parallel to existing conduit with (1) SSMMA Fiber cable. | | |
| | Install (1) 1.25" HDPE Conduit | | |
| | Install (1) 3" HDPE conduit & 4-cell Maxcell with (1) SSMMA Fiber cable & (1) Tinley Park Fiber cable. | | |



Memorandum

TO: Dale Schepers, Public Works Director
From: Thomas Kopanski, Water & Sewer Superintendent
Date: 23 December 2013
Subject: Recommend Contract Award: Post 7 Lift Station Underground Fuel Tank and Generator Abandonment Project No. 13-380

Presented for 7 January 2014, Public Works Committee discussion and possible action:

Description: A condition assessment at this lift station by REL determined that the generator, underground fuel tank and appurtenances to/from the generator and tank be removed due to tank age and current EPA standards. Total replacement of this lift station is scheduled for FY2015, pending Village Board approval of funding.

Upon commencement of work and excavation, testing of the spoils will determine if an additional phase of work will need to take place; the additional work will consist of soil remediation. Funds have been budgeted if there is a need for this additional work.

This project was advertised in accordance with state bidding laws and received five sealed bids. Bids were opened and read publicly on Wednesday, 18 December, 2013, at 10:01 AM by the Village Clerk, with the Water & Sewer Superintendent present and received as follows:

Contractor	As Read Bid
Robinette Demolition, Inc., Oakbrook Terrace, IL	\$14,880.00
Olthoff, Inc., Chicago Heights, IL	\$31,117.63
Steve Speiss Construction, Frankfort, IL	\$34,724.00
Airy's Inc., Tinley Park, IL	\$39,993.00
Gaskill & Walton, South Chicago Heights, IL	\$82,600.00
<i>Engineer's Estimate</i>	<i>\$35,000.00</i>

A review of the submitted bids was done by the Village Engineer, and the bids were found to be correct and in order. The lowest responsive bidder is Robinette Demolition, Inc., and a bid was submitted in the amount of Fourteen Thousand Eight Hundred Eighty Dollars and Zero Cents (\$14,880.00).

Budget / Finance: Funds are budgeted and available in the Capital Improvements Fund

Budget Amount:	\$35,000.00
Contract Amount:	<u>\$14,880.00</u>
Difference	\$20,120.00

Recommendation:

- Staff recommends awarding the above contract for Robinette Demolition, Inc., in the amount of \$14,880.00.

January 15, 2014

Staff Direction Request:

1. Approve a contract with Robinette Demolition, Inc. in the amount of \$14,880.00.
2. Direct staff as necessary.



Robinson ENGINEERING

Jennifer S. Prinz, PE
Direct Line: (708) 210-5687
Email: jprinz@reltd.com

December 20, 2013

Project 13-380

Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, Illinois 60477

Attn.: Mr. Dale Schepers, Director of Public Works

RE: Post 7 Lift Station Underground Fuel Tank and Generator Abandonment

Dear Dale:

Bids were received and publicly read on Wednesday December 18, 2013 at 10:01 am for the above-mentioned project. The bid results are as follows:

<u>Contractor</u>	<u>Location</u>	<u>As Read Bid</u>
Robinette Demolition, Inc.	Oak Brook Terrace, IL	\$14,880.00
Olthoff, Inc.	Chicago Heights, IL	\$31,117.63
Steve Spiess Construction	Frankfort, IL	\$34,724.00
Airy's Inc..	Tinley Park, IL	\$39,993.00
Gaskill & Walton	South Chicago Heights, IL	\$82,600.00
<i>Engineer's Estimate</i>		\$35,000

We have reviewed the bids and found them to be correct and in order; therefore, at this time we would recommend that the Village award the contract to the low responsive responsible bidder Robinette Demolition, Inc. in the amount of Fourteen Thousand Eight Hundred Eighty Dollars and Zero Cents (\$14,880.00).

Should there be any questions on this matter, please feel free to call me.

Respectfully yours,
ROBINSON ENGINEERING, LTD.

Jennifer S. Prinz, PE
Village Engineer

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JSP/pc

Encl: Bid tabulation

Memorandum



To: Dale Schepers, Public Works Director
From: Tom Kopanski, Water & Sewer Superintendent
Date: 8 January, 2014
Subject: Set Bid Date for 2013 Sanitary Sewer Lining & Manhole Rehab 13-394B

Presented for January 14, 2013, Village Board discussion and possible action:

Public Works requests consideration and possible action by the Village Board to set a bid date for the following Project. Plans and specifications have been prepared and are ready for the public bidding process.

February 12, 2014 at 10:01 AM: Bid Opening
2013 Sanitary Sewer Lining & Manhole Rehab 13-394B

Estimated Cost: \$466,600

Village of Tinley Park is seeking a qualified contractor to re-line certain sanitary sewer mains and perform rehabilitation on various manholes in the area east of Oak Park Avenue, west of 64th Court, south of 172nd Street and north of 175th Street. This is a program that has been in place to rehabilitate parts of the Village's sewer mains in areas that have been identified by the Village Engineer that needs rehabilitation.

Staff Direction Request:

Approve setting bid date for project.

Direct Staff as necessary.



January 14, 2014

Village President

Edward J. Zabrocki

Village Clerk

Patrick E. Rea

Village Trustees

David G. Seaman

Gregory J. Hannon

Brian S. Maher

Thomas J. Staunton, Jr.

Patricia A. Leoni

T. J. Grady

Village Hall

16250 S. Oak Park Ave.

Tinley Park, IL 60477

Administration

(708) 444-5000

Fax: (708) 444-5099

Building & Planning

(708) 444-5100

Fax: (708) 444-5199

Public Works

(708) 444-5500

Police Department

7850 W. 183rd St.

Tinley Park, IL 60477

(708) 444-5300/Non-emergency

Fax: (708) 444-5399

John T. Dunn

Public Safety Building

17355 S. 68th Court

Tinley Park, IL 60477

Fire Department & Prevention

(708) 444-5200/Non-emergency

Fax: (708) 444-5299

EMA

(708) 444-5600

Fax: (708) 444-5699

Senior

Community Center

(708) 444-5150

www.tinleypark.org

Mr. Michael Mertens

16530 Richards Drive

Tinley Park, Illinois 60477

Re: Interim Village Manager

Dear Mr. Mertens,

Based on the recommendation of the Mayor and approval of the Village Board, permit this letter to serve as approval for you to assume the duties of **Interim Village Manager** for an initial period not to exceed ninety (90) days and to commence on January 15, 2014.

While assuming these duties, your compensation will be adjusted to reflect payment for a forty (40) hour work week at the hourly rate of \$65.28, awarding an annual salary of \$135,791. Fringe benefits currently afforded to you as Assistant Village Manager will continue as before. Please continue to complete and submit the personal use mileage log on a bi-weekly basis.

The position to which you are being temporarily appointed is exempt from the overtime provisions of the Fair Labor Standards Act and as such, you are not eligible for overtime compensation, compensatory time or any extra compensation for hours worked beyond forty (40) hours in a work week. Time worked in this temporary appointment is considered creditable service and will count toward pension and continuous service.

This temporary arrangement and compensation will remain in place until **April 14, 2014** when it will be reviewed. This agreement is subject to change or termination by you or the Village at any time, if circumstances warrant or should your performance be less than what was initially expected. Terms and conditions as indicated in this letter may also be subject to change. A performance evaluation will not be completed during this temporary appointment. You will continue to be an employee at will during this temporary appointment, which means that the Village can terminate the employment relationship or the temporary assignment at any time, with or without cause and with or without notice. This letter is not a contract and does not create or establish any entitlement to employment with the Village or any specific term or condition of employment. At the conclusion of your service as Interim Village Manager your annual salary will revert to its current level.

Also, you will continue to maintain responsibilities as Assistant Village Manager while you are serving in this interim position. Should a conflict arise, you are to appropriately designate another member of Administration to address field emergencies as necessary. All matters related to the Village shall be reported to the Mayor and Village Board.

In the position as Interim Village Manager, your primary responsibilities will include:

- Perform high level administrative, technical and professional work in directing and supervising the administration of Village government.

Page 1 of 2



- Exercise supervision over all municipal employees either directly or through subordinate supervisors by managing and supervising all departments, agencies and offices of the Village to achieve goals within available resources and assure that assigned areas of responsibility are performed within budget. Provide leadership and direction in the development of short and long range plans.
- Provide professional advice to the Village Board and department heads; communicate official plans, policies and procedures to staff and the general public; advise the Board of financial conditions and current and future Village needs; attend all Village Board meetings.
- Perform cost control activities, monitor revenues and expenditures in assigned area to assure sound fiscal control.
- Maintain harmony among workers and resolve grievances. Perform or assist subordinates in performing duties, adjust errors and complaints.
- See that all laws and ordinances are faithfully performed.

Also, please be reminded that the assumption of these duties does not guarantee or provide you with an entitlement to a permanent position as Village Manager, if and when it should become available. The Village reserves the right to conduct a competitive search process if necessary.

Should you have any questions or concerns with regard to the aforementioned, please contact me at 708/444-5090.

Sincerely,



P. Gerard Horan
Human Resources Director

PGH:dm

I, Michael S. Mertens, do hereby concur with the terms set forth above for amendment to my current position with the Village of Tinley Park. I understand that accepting this temporary interim position does not guarantee or provide me with an entitlement to a position as Village Manager, if and when, it should become available.

Michael S. Mertens

Date

**COMMENTS FROM
BOARD AND STAFF**

**COMMENTS FROM
THE PUBLIC**

ADJOURNMENT