

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 FEBRUARY 18, 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. CONSIDER REQUEST FROM YOU CAN MAKE IT OUTREACH MINISTRY TO CONDUCT A FUNDRAISER (TAG DAY) ON WEDNESDAY, THURSDAY AND FRIDAY, MARCH 12<sup>TH</sup>, 13<sup>TH</sup> AND 14<sup>TH</sup>, 2014.
- B. CONSIDER REQUEST FROM ST. JUDE CHILDREN’S RESEARCH HOSPITAL TO CONDUCT A FUNDRAISER (TAG DAY) ON SATURDAYS, MAY 24<sup>TH</sup> AND JUNE 21<sup>ST</sup>, 2014.
- C. CONSIDER REQUEST FROM GARDEN CENTER SERVICES/GARDEN GALLERY & STUDIO TO CONDUCT A RAFFLE THROUGH JUNE 7, 2014 WHEN WINNERS WILL BE DRAWN AT THEIR BURBANK LOCATION.
- D. CONSIDER REQUEST FROM KNIGHTS OF COLUMBUS #4698 TO CONDUCT A RAFFLE THROUGH MARCH 29, 2014 WHEN WINNERS WILL BE DRAWN AT ST. GEORGE SCHOOL.

E. PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$1,698,504.49 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED FEBRUARY 21 AND FEBRUARY 28, 2014.

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

COMMENTS:

---

---

**ITEM # 4**

**SUBJECT: PRESENTATION OF AWARDS TO BUSINESSES THAT RECEIVED 100% ON THEIR HEALTH INSPECTION REPORTS AT LEAST THREE OUT OF FOUR TIMES – President Zabrocki/Trustee Grady**

**ACTION:** Discussion: The following businesses have received 100% Health Inspection reports at least three out of four times in the past year: **Aldi**, 16150 Harlem Ave.; **Arby's**, 9550 179<sup>th</sup> St.; **Arby's**, 7220 191<sup>st</sup> St.; **Arrenellos**, 9420 179<sup>th</sup> St., **Cavallini's Café**, 6700 South St., **Creative Cakes**, 16649 Oak Park Ave, **Greco's Nuts & Candy**, 7950 167<sup>th</sup> St., **Isabella's**, 17211 Oak Park Ave., **Jimmy John's**, 15937 Harlem, **Nancy's Pizza Express**, 7929 171<sup>st</sup> St., **Plush Horse**, 7903 171<sup>st</sup> St., **Popcorn Town**, 7062 183<sup>rd</sup> St., **Rubino's**, 16635 Oak Park Ave., **7-11**, 16650 Oak Park Ave., **Subway**, 16028 Harlem Ave., **Subway**, 17217 Oak Park Ave, **Zettlmeier's**, 17016 Oak Park Ave. No specific action required.

COMMENTS:

---

---

---

**ITEM # 5**

**SUBJECT: CONSIDER ORDINANCE NUMBER 2014-O-001 AN ORDINANCE ESTABLISHING A HOME RULE MUNICIPAL RETAILERS' OCCUPATION TAX AND A HOME RULE MUNICIPAL SERVICE OCCUPATION TAX IN THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS – **Trustee Seaman****

**ACTION:** Discussion: The Village of Tinley Park has financial needs to support ongoing operations and capital projects that are not able to be fully addressed by the Village's current revenue sources. Financial forecasts have projected that normal inflationary and contractually driven growth in the Village's expenses will outstrip its expected revenue sources in the near future if corrective actions are not taken. With the financial stability of the State of Illinois and Cook County at risk, the Village wishes to establish greater stability in its primary revenue sources independent of revenues derived from these sources. The Village desires to be proactive and not reactive to such financial circumstances. The Village also desires to stabilize its reliance on property taxes and simultaneously rebalance its primary revenue sources. The proposed Home Rule Municipal Retailers' Occupation Tax and Home Rule Municipal Service Occupation Tax (Home Rule Sales Tax) will be at a rate of 0.75% and is comparable and competitive with rates imposed by other area communities. Home Rule and Non-Home Rule Sales Taxes are commonly imposed by communities throughout the State. Most of the communities surrounding Tinley Park and the larger suburban area already have a local sales tax in effect. The Home Rules Sales Tax will not apply to titled goods such as vehicles. Most grocery and medical/drug items will also be exempt from the proposed tax. It is expected that approximately half of the revenues generated by the Home Rule Sales Tax will be derived from shoppers living outside of Tinley Park. A portion of the revenue is expected to be used to support Capital needs such as the Village's Emerald Ash Borer tree replacement program in the near term and other capital needs such as the Pavement Management Program in the long term. The Home Rule Sales Tax rate would become effective on July 1, 2014 and would apply to purchases made on or after that date. The Village will receive its first monthly distribution of revenues from the tax in October 2014. This item was discussed at the joint Finance and Economic Development and Budget, Audit and Administration Committees meeting held on February 4, 2014 and recommended for approval. **This Ordinance is eligible for adoption.**

COMMENTS:

---

---

---

**ITEM # 6**

**SUBJECT: CONSIDER RESOLUTION NUMBER 2014-R-006 AUTHORIZING A FAÇADE IMPROVEMENT AGREEMENT FOR THE PROPERTY LOCATED AT 18240 SOUTH OAK PARK AVENUE AND 6800 WEST 183<sup>RD</sup> STREET (MACK INVESTMENTS LLC) – **Trustee Seaman****

**ACTION:** Discussion: As part of the remodeling project for MACK INVESTMENTS LLC, the Mainstreet Commission has recommended approval of an incentive for 18240 South Oak Park Avenue and 6800 West 183rd Street for one-half of the approved façade improvements, not to exceed \$35,000. Completion is expected by January 1, 2015. The façade is estimated to cost \$116,000. 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 January 15, 2014, and by the Finance and Economic Development Committee on January 21, 2014. **This Resolution is eligible for adoption.**

COMMENTS:

---

---

---

**ITEM # 7**

**SUBJECT: CONSIDER RESOLUTION NUMBER 2014-R-007 SUPPORTING THE ECONOMIC DEVELOPMENT STRATEGIC PLAN AS DEVELOPED FOR THE ECONOMIC DEVELOPMENT DEPARTMENT BY THE ECONOMIC AND COMMERCIAL COMMISSION - **Trustee Seaman****

**ACTION:** Discussion: The mission of the Village of Tinley Park Economic and Commercial Commission (ECC) is to advise the Village Board regarding matters related to the Village’s economic environment, business climate, and quality of life. Four guiding Village Economic Development Goals have been in place since 1971. This Strategic Plan has been prepared by the Commission in order to establish strategies to achieve those four goals, to create wealth, and continuously improve the local economic climate. This Plan is also a requirement to secure National Accreditation for the Village of Tinley Park Economic Development program. This ECC Strategic Plan is a working document that will be reviewed on an ongoing basis, and will be a foundation for benchmarking the Department. The Economic and Commercial Commission developed this plan over several meetings in 2013, and approved the Strategic Plan on November 13, 2013. The Finance and Economic Development Committee reviewed and recommended approval at its meeting on February 10, 2014. **This Resolution is eligible for first reading.**

COMMENTS:

---

---

---

**ITEM # 8**

**SUBJECT: CONSIDER RESOLUTION NUMBER 2014-R-008, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION - TRAFFIC SIGNAL UPGRADES. - Trustee Staunton**

**ACTION:** Discussion: The Illinois Department of Transportation (IDOT) is proposing to upgrade ten (10) traffic signals on state highways that lie within the Village limits. The proposed upgrades would include light-emitting-diode (LED) modules, uninterruptible power supplies (UPS) and countdown pedestrian signals (PED) at the intersections. State funding will be used to cover 90% of the traffic signal upgrades with the remaining 10% split based on the proportionate share of the related approach leg jurisdictions. For the majority of the proposed intersections, the Village is responsible for one (1) of the available four (4) legs. Overall, the cost of the upgrades is approximately \$245,000 with the Village being responsible for \$7,807.75, or approximately three 3% of the project. The Village’s share of this initiative will be included in the FY2015 budget. Under the terms of the agreement, IDOT will be responsible for preparation of the plans and specifications, receiving project bids, awarding the project contract(s), inspections and overall project management. This item was discussed at the Public Works committee held prior to the Village Board meeting. **Consider Resolution 2014-R-008, authorizing an agreement with the State of Illinois for Traffic Signal Upgrades at a not to exceed cost to the Village of \$7,807.75. This Resolution is eligible for first reading.**

COMMENTS:

---

---

---

**ITEM # 9**

**SUBJECT: CONSIDER SETTING APRIL 8, 2014 AT 2:30 P.M. AS THE DATE AND TIME TO OPEN BIDS FOR THE PUBLIC SAFETY BUILDING LIGHTING FIXTURE REPLACEMENT PROJECT. - **Trustee Staunton****

**ACTION:** Discussion: Due to new federal regulations, the manufacturing of the fluorescent light bulbs currently used in the Public Safety Building is no longer allowed. As such the current fixtures are no longer serviceable and need to be replaced. In addition to the replacement of the fluorescent lights/fixtures, current electric code requires occupancy sensors. These upgrades will be included in the scope of the project as part of the bidding process. In addition to budgeting funds for this project, the Village has also secured grant reimbursement for a portion of the project cost. Bid packets will be available for this project on March 19, 2014. **Consider setting April 8, 2014 at 2:30 p.m. as the date and time to open bids for the Public Safety Building Lighting Fixture Replacement Project.**

COMMENTS:

---

---

---

**ITEM # 10**

**SUBJECT: RECEIVE COMMENTS FROM THE BOARD AND STAFF**

COMMENTS:

---

---

**ITEM # 11**

**SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC**

COMMENTS:

---

---

**ITEM # 12**

SUBJECT: ADJOURN TO EXECUTIVE SESSION TO DISCUSS THE FOLLOWING:

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

COMMENTS:

---

---

---

**ITEM # 13**

ADJOURNMENT

**MINUTES OF THE BOARD OF TRUSTEES,  
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,  
ILLINOIS, HELD FEBRUARY 18, 2014**

The regular meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Municipal Building on February 18, 2014. President Zabrocki called this meeting to order at 8:07 p.m. and led the Board and audience in the Pledge of Allegiance.

Present and responding to roll call were the following:

Village President:	Edward J. Zabrocki
Village Clerk:	Patrick E. Rea
Trustees:	David G. Seaman Gregory J. Hannon Brian S. Maher Thomas J. Staunton, Jr. Patricia A. Leoni T.J. Grady

Absent Trustee:	None
--------------------	------

Also Present:	
Interim Village Manager:	Michael S. Mertens
Village Attorney:	Thomas M. Melody
Village Engineer:	Christopher J. King

Motion was made by Trustee Staunton, Jr., seconded by Trustee Hannon, to approve the agenda as written or amended for this meeting. Vote by voice call. President Zabrocki 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 February 4, 2014. Vote by voice call. President Zabrocki declared the motion carried.

President Zabrocki presented the following consent agenda items:

- A. REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, AUGUST 2, 2014, AT THE 6800 BLOCK OF 176<sup>TH</sup> PLACE FROM NOON TO 10:30 P.M.
- B. REQUEST FROM VFW POST #2791 TO CONDUCT A RAFFLE WITH A DRAWING EACH TUESDAY FOR ONE YEAR.

C. PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$2,360,647.16  
AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED  
FEBRUARY 7 AND FEBRAURY 14, 2014.

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

Motion was made by Trustee Seaman, seconded by Trustee Hannon, to place on first reading **ORDINANCE NUMBER 2014-O-001 AN ORDINANCE ESTABLISHING A HOME RULE MUNICIPAL RETAILERS' OCCUPATION TAX AND A HOME RULE MUNICIPAL SERVICE OCCUPATION TAX IN THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS.** The Village of Tinley Park has financial needs to support ongoing operations and capital projects that are not able to be fully addressed by the Village's current revenue sources. Financial forecasts have projected that normal inflationary and contractually driven growth in the Village's expenses will outstrip its expected revenue sources in the near future if corrective actions are not taken. With the financial stability of the State of Illinois and Cook County at risk, the Village wishes to establish greater stability in its primary revenue sources independent of revenues derived from these sources. The Village desires to be proactive and not reactive in such financial circumstances. The Village also desires to stabilize its reliance on property taxes and simultaneously rebalance its primary revenue sources. The proposed Home Rule Municipal Retailers' Occupation Tax and Home Rule Municipal Service Occupation Tax (Home Rule Sales Tax) will be at a rate of 0.75% and is comparable and competitive with rates imposed by other area communities. Home Rule and Non-Home Rule Sales Taxes are commonly imposed by communities throughout the State. Most of the communities surrounding Tinley Park and the larger suburban area already have a local sales tax in effect. The Home Rules Sales Tax will not apply to titled goods such as vehicles. Most grocery and medical/drug items will also be exempt from the proposed tax. It is expected that approximately half of the revenues generated by the Home Rule Sales Tax will be derived from shoppers living outside of Tinley Park. A portion of the revenue is expected to be used to support the Village's Emerald Ash Borer tree replacement program in the near term and other capital needs such as the Pavement Management Program in the long term. The Home Rule Sales Tax rate would become effective on July 1, 2014, and would apply to purchases made on or after that date. The Village will receive its first monthly distribution of revenues from the tax in October 2014. This item was discussed at the joint Finance and Economic Development and Budget, Audit and Administration Committees meeting held on February 4, 2014, and recommended for approval. President Zabrocki asked if anyone cared to address the Board. Trustee Hannon stated that this tax would make the Village less reliant on property taxes. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Grady, to place on first reading **RESOLUTION NUMBER 2014-R-006 AUTHORIZING A FAÇADE IMPROVEMENT AGREEMENT FOR THE PROPERTY LOCATED AT 18240 SOUTH OAK PARK AVENUE AND 6800 WEST 183<sup>RD</sup> STREET (MACK INVESTMENTS LLC).** As part of the remodeling project for MACK INVESTMENTS LLC, the Mainstreet Commission has recommended approval of an incentive for 18240 South Oak Park Avenue and 6800 West 183rd Street for one-half of the approved façade improvements, not to exceed \$35,000. Completion is expected by January 1, 2015. The façade is estimated to cost \$116,000. 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 January 22, 2014, and by the Finance and Economic Development Committee on January 21, 2014. President Zabrocki asked if anyone cared to address the Board. No one came forward. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Staunton, Jr., seconded by Trustee Seaman, to award a contract to **CSR ROOFING CONTRACTORS, INC. OF OAK PARK, IL FOR THE COMMUNITY RESOURCE COMMISSION (CRC) BUILDING ROOF REPLACEMENT PROJECT**. The proposed contract consists of the roof replacement at the CRC Building. Work will include of demolition and removal of the existing roof system, installation of a new asphalt-built up roofing system, demolition and deck repair of abandoned equipment as required, installation of new sheet metal flashings and trim, including new gutters. The work also includes related grounds repairs, sealant and carpentry work as necessary to complete the work. Quotes were required for this project from four (4) contractors and two (2) bids were received as follows:

Contractor	Bid Amount
<b>CSR Roofing Contractors, Inc. of Oak Park, IL</b>	<b>\$17,530</b>
R.B. Crowther, of Morris, IL	\$19,777
<b>Budgeted Amount</b>	<b>\$16,500</b>

The low bid is \$17,530 which is \$1,030 over the budgeted amount for the project. The budget difference to be covered by Fire Station # 3 Roof Repair Project that was contracted \$10,000 under the budgeted amount. This item was discussed at the Public Works Committee meeting held on February 11, 2014, and recommended for approval. President Zabrocki 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: Seaman, Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: None. President Zabrocki declared the motion carried.

Motion was made by Trustee Leoni, seconded by Trustee Seaman, to approve a **UTILITY SERVICE CONTRACT WITH CALL ONE**. The Village has contracted with Call One since 2009 for various phone services. The Village has been pleased with Call One. Our Call One representative recently contacted us to propose a change in services not currently with Call One. This proposal suggested moving three (3) PRI (Primary Rate Interface) lines currently with AT&T to Call One. Call One includes 20,000 minutes per month in local Bands A, B, and C as part of each PRI circuit, whereas the minutes are charged separately with the current provider. The Call One included minutes of the three PRI lines are bundled and would cover the majority of our normal monthly local usage. This change is expected to save the Village approximately \$11,000 a year over the three year contract term. This item was discussed at a Budget, Audit, and Administration Committee meeting held earlier this evening. President Zabrocki 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: Seaman, Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: None. President Zabrocki declared the motion carried.

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

Trustee Staunton commended the Public Works Department on a job well done keeping up with the winter weather. He also noted that Public Works crews are out clearing storm sewers to avoid flooding as the snow melts.

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

Jake Vandenberg, 17248 Harlem Avenue, asked if the Home Rule Municipal Retailers' Occupation Tax and Service Occupation Tax will be on going. Trustee Seaman stated that at this point it will be. He also asked if there is a surplus, would the Village consider a rebate. Trustee Seaman noted that the process of handling rebates to citizens is handled through the tax levy process which affects both residents and business owners.

Motion was made by Trustee Staunton, Jr., seconded by Trustee Leoni, to ADJOURN TO EXECUTIVE SESSION TO DISCUSS THE FOLLOWING: TO DISCUSS LITIGATION, WHEN AN ACTION AGAINST, AFFECTING OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE TRIBUNAL, OR WHEN THE PUBLIC BODY FINDS THAT AN ACTION IS PROBABLE OR IMMINENT, IN WHICH CASE THE BASIS FOR THE FINDING SHALL BE RECORDED AND ENTERED INTO THE MINUTES OF THE CLOSED MEETING and; TO DISCUSS THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY at 8:25 p.m. Vote on roll call: Ayes: Seaman, Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. President Zabrocki declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Hannon, to adjourn the regular Board meeting. Vote by voice call. President Zabrocki declared the motion carried and adjourned the regular Board meeting at 10:22 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

You Can Make It Outreach Ministry

6012 South Honore Chicago, IL 60636

Christian Shelter's for the Homeless

02/21/14

To The Village of TINLEY PARK

To Whom It May Concern: AVA,

I am writing this letter asking for permission to obtain a permit to solicit in the town of TINLEY PARK

You Can make It Outreach is a non-profit organization; and we provide a 9 month residential program for men with substance abuse problems and other dependency issues. Also we have 2 Shelters for women and children that equal a total of 115 beds. Our programs provide spiritual education, and links residents to life skills agencies, job training and employment. Our goal is to develop tangible marketable skills and equip men and women with practical tools that will enable them to become contributing members of society.

Personal objectives for each resident are to provide every resident Salvation through the power and work of Jesus Christ, and to develop in each person a greater relationship with God through the Word of God and Prayer.

Enclosed with this letter you will find our good standing with the Attorney General confirming our status as a Charitable Organization.

I am asking for permission to solicit on 02/12/14 to 03/14/14 if you have any question please do not hesitate to call me at

The Intersection are: TO BE DESIGNATED BY VILLAGE CLERK'S OFFICE

Sincerely,

*Renaissance for Floyd Moore*

Floyd Moore (Fundraising Coordinator)

VILLAGE OF TINLEY PARK  
16250 South Oak Park Avenue  
DATE: January 16, 2014

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

1. NAME OF ORGANIZATION: Garden Center Services/Garden Gallery & Studio
2. ADDRESS: 17459 S. Oak Park Avenue
3. MAILING ADDRESS IF DIFFERENT FROM ABOVE:  
10444 S. Kedzie, Chicago, IL 60655 (Garden Center Services - Kedzie Program)
4. ADDRESS OF PLACE FOR RAFFLES DRAWING:  
8333 S. Austin, Burbank, IL 60459 (Garden Center Services - State Program)
5. CHECK TYPE OF NOT-FOR-PROFIT ORGANIZATION: (MUST BE IN EXISTENCE FOR A PERIOD OF FIVE (5) YEARS AND ATTACHED DOCUMENTARY EVIDENCE)
- |           |                          |             |                                     |          |                          |
|-----------|--------------------------|-------------|-------------------------------------|----------|--------------------------|
| RELIGIOUS | <input type="checkbox"/> | CHARITABLE  | <input checked="" type="checkbox"/> | LABOR    | <input type="checkbox"/> |
| FRATERNAL | <input type="checkbox"/> | EDUCATIONAL | <input type="checkbox"/>            | VETERANS | <input type="checkbox"/> |
| BUSINESS  | <input type="checkbox"/> |             |                                     |          |                          |
6. HOW LONG HAS THE ORGANIZATION BEEN IN EXISTENCE: 58 years
7. PLACE AND DATE OF INCORPORATION: Burbank, IL 1956
8. NUMBER OF MEMBERS IN GOOD STANDING: NA - Social Services Agency
9. PRESIDENT/CHAIRPERSON: Executive Director - Gerry Beagles
- ADDRESS: 7652 West Golf Drive, Palos Heights, IL 60463
- SOCIAL SECURITY NO.: \_\_\_\_\_ DATE OF BIRTH: 
10. RAFFLES MANAGER: Jennifer Georgis, Director of Development
- ADDRESS: 12442 S. Oak Park Avenue
- SOCIAL SECURITY NO.: \_\_\_\_\_ DATE OF BIRTH: 
11. DESIGNATE MEMBER(S) WHO WILL BE RESPONSIBLE FOR CONDUCT AND OPERATION OF RAFFLE: (ATTACH ADDITIONAL SHEET IF NECESSARY)
- NAME: Ralph Storino, Director of Fiscal Management
- ADDRESS: 7827 Blackberry Lane, Willowbrook, IL 60527
- SOCIAL SECURITY NO.: \_\_\_\_\_ DATE OF BIRTH: 

12. DATE(S) FOR RAFFLE TICKET SALES (INCLUDE DAYS OF THE WEEK)  
 Monday - Friday 9:00 a.m. - 3:00 p.m.
- 
13. LOCATION OF SALES: Garden Gallery & Studio - 17459 S. Oak Park Avenue;  
 Garden Center Services, 8333 S. Austin Avenue, Burbank, IL 60459
- 
14. LOCATION FOR DETERMINING WINNERS: 8333 S. Austin Avenue, Burbank, IL 60459  
 This is the location of Garden Center Service's State Street Program
- 
15. DATE(S) FOR DETERMINING WINNERS: (INCLUDE DAYS OF THE WEEK)  
 Saturday, June 7, 2014
- 
16. TOTAL RETAIL VALUE OF ALL PRIZES: \$16,994,
17. MAXIMUM RETAIL VALUE OF EACH PRIZE: \$16,994
18. MAXIMUM PRICE CHARGED OF EACH CHANCE SOLD \$25.00

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 do hereby state under penalties of perjury that all statements in the foregoing application are true and correct; that the officers, operators and workers of the game are bona fide members of the sponsoring organization and are all of good moral character and have not been convicted of a felony; that if a license is granted hereunder, the undersigned will be responsible for the conduct of the games in accordance with the provisions of the laws of the State of Illinois and this jurisdiction governing the conduct of such games."

NAME OF ORGANIZATION: Garden Center Services and Garden Gallery & Studio

EXECUTIVE DIRECTOR: Gerard S. Beagles

VILLAGE OF TINLEY PARK  
16250 South Oak Park Avenue

DATE: 2/24/2014

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

1. NAME OF ORGANIZATION: Knights of Columbus #4698
2. ADDRESS: 17208 S Valley
3. MAILING ADDRESS IF DIFFERENT FROM ABOVE:
4. ADDRESS OF PLACE FOR RAFFLES DRAWING:  
St. George / O'Connell Hall 6700 W 176th ST, Tinley Park, IL 60477
5. CHECK TYPE OF NOT-FOR-PROFIT ORGANIZATION: (MUST BE IN EXISTENCE FOR A PERIOD OF FIVE (5) YEARS AND ATTACHED DOCUMENTARY EVIDENCE)  
RELIGIOUS  CHARITABLE  LABOR   
FRATERNAL  EDUCATIONAL  VETERANS   
BUSINESS
6. HOW LONG HAS THE ORGANIZATION BEEN IN EXISTENCE: 55 years
7. PLACE AND DATE OF INCORPORATION: Tinley Park 11/30/1958
8. NUMBER OF MEMBERS IN GOOD STANDING: 350
9. PRESIDENT/CHAIRPERSON: Dan Kavanaugh  
ADDRESS: 8019 Stone Gate DR. Tinley Park, IL 60487  
SOCIAL SECURITY NO.: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_
10. RAFFLES MANAGER: Dan Kavanaugh  
ADDRESS: 8019 Stone Gate DR. Tinley Park, IL 60487  
SOCIAL SECURITY NO.: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_
11. DESIGNATE MEMBER(S) WHO WILL BE RESPONSIBLE FOR CONDUCT AND OPERATION OF RAFFLE: (ATTACH ADDITIONAL SHEET IF NECESSARY)  
NAME: Dan Kavanaugh  
ADDRESS: 8019 Stone Gate DR. Tinley Park, IL 60487  
SOCIAL SECURITY NO. [REDACTED] DATE OF BIRTH [REDACTED]

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

Current until 3/29/2014

13. LOCATION OF SALES: Private from members. Tickets are available for purchase at Council meetings 3/6, 3/13, 3/20 and day of raffle 3/29.

14. LOCATION FOR DETERMINING WINNERS: St. George O'Connell Hall, 6700 W 176th ST.

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

Saturday 3/29/2014 7:00 p.m. - 11:00 p.m.

16. TOTAL RETAIL VALUE OF ALL PRIZES: \$12,300.00

17. MAXIMUM RETAIL VALUE OF EACH PRIZE: \$ 125.00 - 10,000.00

18. MAXIMUM PRICE CHARGED OF EACH CHANCE SOLD \$ 125.00

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 do hereby state under penalties of perjury that all statements in the foregoing application are true and correct; that the officers, operators and workers of the game are bona fide members of the sponsoring organization and are all of good moral character and have not been convicted of a felony; that if a license is granted hereunder, the undersigned will be responsible for the conduct of the games in accordance with the provisions of the laws of the State of Illinois and this jurisdiction governing the conduct of such games."

NAME OF ORGANIZATION: Knights of Columbus #4698

EXECUTIVE DIRECTOR: Dan Kavanaugh

**ITEM #4**

**2013**

**100% HEALTH REPORTS (3 OUT OF 4 TIMES)**

**Aldi - 16150 S. Harlem Ave.**

**Arby's – 9550 179<sup>th</sup> St.**

**Arrenellos – 9420 179<sup>th</sup> St.**

**Cavallini's Café – 6700 South St.**

**Creative Cakes – 16649 Oak Park Ave.**

**Greco's Nuts & Candy – 7950 167<sup>th</sup> St.**

**Isabella's – 17211 Oak Park Ave.**

**Jimmy John's – 15937 Harlem Ave.**

**Nancy's Pizza Express – 7929 171<sup>st</sup> St.**

**Plush Horse – 7903 171<sup>st</sup> St.**

**Popcorn Town – 7062 183<sup>rd</sup> St.**

**Rubino's – 16635 Oak Park Ave.**

**7-11 – 16650 Oak Park Ave.**

**Subway – 16028 Harlem Ave.**

**Subway – 17217 Oak Park Ave.**

**Zettlmeier's – 17016 Oak Park Ave.**

**ORDINANCE NO. 2014 –O-001**

**AN ORDINANCE ESTABLISHING A  
HOME RULE MUNICIPAL RETAILERS' OCCUPATION TAX AND A  
HOME RULE MUNICIPAL SERVICE OCCUPATION TAX IN THE VILLAGE OF  
TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS**

**WHEREAS**, the Village of Tinley Park, Cook and Will Counties, Illinois, (hereinafter sometimes referred to as the “Village”) pursuant to the provisions of the Constitution of the State of Illinois of 1970, particularly Article VII, Section 6(a), is a home rule unit; and

**WHEREAS**, the Village is authorized to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and that protect the public health, safety, and welfare of its citizens; and

**WHEREAS**, the Village wishes to reduce its reliance on property taxes to support its operations; and

**WHEREAS**, pursuant to the Village’s home rule authority and Sections 8-11-1 and 8-11-5 of the Illinois Municipal Code (65 ILCS 5/8-11-1 and 8-11-5), the Village is authorized to impose a home rule retailers’ occupation tax and a home rule municipal service occupation tax; and

**WHEREAS**, the Village has considered and determined that certain Village expenditures, including but not limited to needed capital improvements, Village infrastructure, public safety, and municipal operations, will require new or increased revenues; and

**WHEREAS**, the Village President and Board of Trustees have carefully studied and considered the possible sources of such additional revenue and have determined that, at present, an equitable and economical revenue solution would be the imposition of a local home rule sales tax in the Village; and

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park find that imposing a local home rule sales tax furthers the public health, welfare and safety, and is in the best interests of the Village, its residents and the public; and

**WHEREAS**, the Village also wishes to provide adequate funding for its capital needs including the maintenance of the Village's streets and bridges through its long-term Pavement Management Program.

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

**SECTION 1:** The Whereas clauses set forth above are hereby incorporated as operative provisions hereof.

**SECTION 2: Tax imposed.**

- A) A tax (hereinafter referred to as the "Home Rule Municipal Retailers' Occupation Tax") is hereby imposed upon all persons engaged in the business of selling tangible personal property, other than an item of tangible personal property titled or registered with an agency of this State's government, at retail in the Village of Tinley Park at the rate of three quarters of one percent (**0.75%**) of the gross receipts from such sales made in the course of such business while this Ordinance is in effect; and
  
- B) A tax (hereinafter referred to as the "Home Rule Municipal Service Occupation Tax") is hereby imposed upon all persons engaged in the Village of Tinley Park in the business of making sales of service, at the rate of three quarters of one percent (**0.75%**) of the selling price of all tangible personal property transferred by such serviceman as an incident to a sale of service.
  
- C) This "Home Rule Municipal Retailers' Occupation Tax" and this "Home Rule Municipal Service Occupation Tax" shall not be applicable to the sales of food for human consumption which is to be consumed off the premises where it is sold (other

than alcoholic beverages, soft drinks, and food that has been prepared for immediate consumption) and prescription and non-prescription medicines, drugs, medical appliances and insulin, urine testing materials, syringes and needles used by diabetics.

D) The imposition of these home rule taxes is in accordance with and subject to the provisions of Sections 8-11-1 and 8-11-5, respectively, of the Illinois Municipal Code (65 ILCS 5/8-11-1 and 5/8-11-5).

**SECTION 3: Illinois Department of Revenue to administer, collect and enforce.**

The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois in accordance with the provisions of 65 ILCS 5/8-11-1 and 65 ILCS 5/8-11-5. The Department of Revenue shall have full power to administer and enforce the provisions of this Ordinance.

**SECTION 4: Clerk to file Ordinance with Illinois Department of Revenue.**

The Village Clerk is hereby directed to file a certified copy of this Ordinance with the Illinois Department of Revenue on or before **April 1, 2014**.

**SECTION 5: Effective date.**

This Ordinance shall take effect on (i) the first day of July next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding April 1st; or (ii) the first day of January next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding October 1st.

**SECTION 6: Interpretation statement of interest – application to existing agreements.**

It is understood that the Village has previously entered into certain agreements providing for certain incentive payments from specific sales tax revenues (as defined in each agreement) collected pursuant to sales tax laws in effect at the time of entering into each such agreement and being collected by the Department of Revenue. This President and Board of Trustees hereby declares that the revenue generated by the taxes imposed in this Ordinance was never

contemplated to be nor intended to be subject to the incentive payment requirements provided for in each and every such agreement, including the calculation of the incentive payments that are provided for and/or due under such agreements.

This President and Board of Trustees further finds and declares that it is the specific intent of this President and Board of Trustees that the tax revenue generated by the taxes imposed under this Ordinance are not subject to any rebates or incentive payments under any agreements entered into by the Village prior to the passage of this Ordinance.

It is further found and declared by this President and Board of Trustees that all such pre-existing agreements relate solely to revenue generated from taxes imposed as of the effective dates of each and every such agreement.

Also, it is specifically found and declared by this President and Board of Trustees that the terms "sales tax" and "sales tax revenue" as used in each and every such pre-existing incentive agreement do not refer to nor include any home rule municipal retailers occupation tax and/or home rule service occupation tax imposed by the Village under this Ordinance pursuant to 65 ILCS 5/8-11-1 and 8-11-5 and the home rule powers of the Village, nor any revenue received by the Village from the imposition of any such taxes.

**SECTION 7: Repeal of conflicting provisions.**

All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

**SECTION 8: Severability**

Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

**SECTION 9: Publication in pamphlet form. Full force and effect.**

This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law. The Village Clerk is directed to publish this Ordinance in pamphlet form.

**SECTION 10: Add to Table X of the Tinley Park Municipal Code**

Reference to the passage of this Ordinance shall be added to Table X of the Table of Special Ordinances in the Municipal Code of the Village.

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2014, pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk



RESOLUTION NO. 2014-R-006

RESOLUTION AUTHORIZING AN FACADE IMPROVEMENT AGREEMENT  
FOR THE PROPERTY LOCATED AT  
18240 SOUTH OAK PARK AVENUE AND 6800 WEST 183<sup>RD</sup> STREET  
(MACK INDUSTRIES LLC)

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered a facade incentive agreement for the improvement of certain property presently within the corporate limits of the Village of Tinley Park located at 18240 South Oak Park Avenue and 6800 West 183<sup>rd</sup> Street (Mack Industries LLC). A true and correct copy of such Incentive Agreement (the "Facade Improvement 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 Incentive Agreement be entered into by the Village of Tinley Park, and but for the provision of the incentives therein the property would not be developed as provided therein;

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 Facade Improvement 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 Incentive 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

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

**CLERK'S CERTIFICATE**

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

**RESOLUTION NO. 2014-R-006**

**RESOLUTION AUTHORIZING AN FACADE IMPROVEMENT AGREEMENT  
FOR THE PROPERTY LOCATED AT  
18240 SOUTH OAK PARK AVENUE AND 6800 WEST 183<sup>RD</sup> STREET  
(MACK INDUSTRIES LLC)**

which Resolution passed 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 they \_\_\_\_ day of \_\_\_\_\_, 2014.

I FURTHER CERTIFY that the vote on the question of the passage 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

**FACADE IMPROVEMENT AGREEMENT – MACK INVESTMENTS**

**THIS AGREEMENT** is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **VILLAGE OF TINLEY PARK, ILLINOIS**, an Illinois municipal corporation (hereinafter referred to as the “VILLAGE”) and **MACK INVESTMENTS II LLC SERIES 183<sup>RD</sup> STREET COMMERCIAL**, an Illinois Limited Liability Company (hereinafter referred to as “MACK INVESTMENTS”).

**WITNESSETH:**

**WHEREAS**, the VILLAGE is a home rule municipality pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois and is thereby authorized to exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, MACK INVESTMENTS is the owner of certain property commonly known as 18240 S. Oak Park Avenue, Tinley Park, Cook County, Illinois, P.I.N. 28-31-307-017-0000 and 6800 West 183<sup>rd</sup> Street, Tinley Park, Cook County, Illinois 28-31-307-018-0000 (hereinafter collectively referred to as the “Property”). MACK INVESTMENTS intends to construct a new façade on the existing building on the Property at a total cost of approximately One Hundred Sixteen Thousand and no/100 Dollars (\$116,000.00) (hereinafter referred to as the “Project”), with a portion of the Project being eligible for the Village's Facade Improvement Program; and

**WHEREAS**, the VILLAGE is desirous of having MACK INVESTMENTS operate a successful facility on the Property which will increase employment and commercial opportunities in the VILLAGE, arrest decline in economic conditions existing in the VILLAGE, enhance the aesthetic and architectural image of the Property, stimulate commercial growth, and stabilize the tax base of the VILLAGE; and

**WHEREAS**, the parties hereto acknowledge, and MACK INVESTMENTS represents and warrants that economic assistance from the VILLAGE is required in order to complete the Project, and, but for the economic assistance to be given by the VILLAGE, the Project would not be economically viable, nor would the funds necessary for its completion be available.

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

**I. Incentive**

A. Upon satisfaction by MACK INVESTMENTS of all of the terms and conditions set forth in this Agreement, the VILLAGE hereby undertakes to pay fifty percent (50%) of the approved costs and expenditures incurred in constructing the proposed new facade on the Property or the sum of Thirty Five Thousand Dollars (\$35,000.00), whichever is less (the “Incentive Amount”), under the provisions of the VILLAGE’s Facade Improvement Program. This sum shall be used by MACK INVESTMENTS solely for construction costs and/or expenses relating to the Project. The VILLAGE shall not contribute more than Thirty Five Thousand and no/100 Dollars (\$35,000.00) for constructing the proposed new facade.

B. The VILLAGE shall pay MACK INVESTMENTS the entire amount due under Paragraph I.A. of this Agreement within a reasonable period of time after completion and approval of the Project and after receiving an appropriate accounting of all project payments and expenses with appropriate receipts. However, no payment shall be required of the Village until the proposed landscaping to be approved by the Village has been completely installed.

**II. Undertakings on the part of MACK INVESTMENTS**

A. MACK INVESTMENTS shall commence construction of the Project on or before July 1, 2014, and shall be completed within a reasonable time thereafter with the expected completion date being no later than January 1, 2015. MACK INVESTMENTS shall not cause or permit the existence of any violation of VILLAGE ordinances, including but not limited to, the Building Code, Zoning Ordinance, Fire Code, Landscaping Ordinance, and/or any and all rules and regulations thereunder. The facade shall be constructed in accordance with VILLAGE design guidelines and the recommendations previously given by the VILLAGE's Main Street Commission and the Village Board's Finance and Economic Development Committee.

B. MACK INVESTMENTS shall give notice and/or require the title holder of record (if at any time different than MACK INVESTMENTS) of the Property to give the VILLAGE notice regarding any forfeiture by MACK INVESTMENTS under the financing documents relating to Project financing, or its subsequent purchase if an assignment is approved hereunder, and any tax sales and/or "scavenger" sales of the Property, or any portion thereof.

C. MACK INVESTMENTS hereby covenants and agrees to promptly pay or cause to be paid as the same become due, any and all taxes and governmental charges of any kind, if any, that may at any time be lawfully finally assessed with respect to the Project and/or the Property, and MACK INVESTMENTS's failure to do so shall constitute a material breach of this Agreement.

D. MACK INVESTMENTS shall supply a landscape plan for the Property and provide a detailed exhibit of the Property with the proposed facade and landscaping improvements. All landscaping shall be subject to Village approval, and no payment shall be due under this Agreement unless and until all approved landscaping is installed.

### III. Representations and Warranties of MACK INVESTMENTS

MACK INVESTMENTS hereby makes the following representations and warranties:

A. That the approximate cost of the Project is One Hundred Sixteen Thousand and no/100 Dollars (\$116,000.00), and that MACK INVESTMENTS requires economic assistance from the VILLAGE in order to complete construction of the Project and, but for the VILLAGE's economic assistance, the Project as contemplated would not be economically viable nor would the funds necessary for its completion be available.

B. That MACK INVESTMENTS shall at all times comply with any and all local zoning, building, landscaping and fire ordinances and regulations, as well as any and all other applicable Village ordinances, resolutions, and regulations, and any and all applicable laws, rules, and regulations of the State of Illinois, the County of Cook, and the United States of America, and any and all agencies thereof.

C. That MACK INVESTMENTS shall comply in all material respects with all terms, provisions, and conditions contained herein, and shall not default or permit a default under any document or agreement relating to the Project and/or the Property, or the financing and development of the Project and/or the Property, including but not limited to, this Agreement, as well as any and all agreements and/or documents executed and delivered in connection with any financing or loans for the Project and/or the Property, under which a default would have a material adverse effect on the property tax and/or sales tax revenue generated to the VILLAGE.

D. That no other entity or person, other than MACK INVESTMENTS and/or MACK INVESTMENTS lender(s), has any interest in the Property, nor in its improvement as herein proposed, except as may be consented to by the VILLAGE or otherwise allowed under the provisions of this Agreement.

E. That MACK INVESTMENTS and its officers, employees, agents, successors and assigns shall not allow or cause to be allowed the approved façade Project to be destroyed, altered or removed for a period of ten (10) years from the date of this Agreement. In the event any such destruction, alteration or removal occurs within said ten year period, MACK INVESTMENTS shall immediately reimburse the full Incentive Amount to the Village (with no additional penalty) unless the same occurs with the express advance written approval of the VILLAGE.

Provided, however, such immediate reimbursement shall not be required if the approved façade Project is destroyed by an Act of God. If such an Act of God does occur, MACK INVESTMENTS agrees to reconstruct the façade Project if only the façade is destroyed and not the existing building.

#### IV. Notices

All notices and requests required pursuant to this Agreement shall be sent via certified mail, return receipt requested, to the following individuals at their respective addresses:

For the VILLAGE:

- |  |  |
|--|--|
| 1. Village President<br>Village of Tinley Park<br>16250 South Oak Park Avenue<br>Tinley Park, Illinois 60477               | 2. Village Clerk<br>Village of Tinley Park<br>16250 South Oak Park Avenue<br>Tinley Park, Illinois 60477 |
| 3. Terrence M. Barnicle<br>KLEIN, THORPE AND JENKINS, LTD.<br>20 North Wacker Drive, Suite 1660<br>Chicago, Illinois 60606 |  |

For MACK INVESTMENTS:

1. Mr. Henry Hill  
MACK INVESTMENTS  
16800 Oak Park Avenue  
Tinley Park, Illinois 60477

or at such other addresses as the parties may indicate in writing to the other either by personal delivery or by certified mail, return receipt requested, with proof of delivery thereof.

**V. Limitation of Liability/Litigation**

A. No recourse under or upon any obligation, covenant, term, and/or condition of this Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against the VILLAGE, and/or any of its officers, agents, and/or employees, in any amount in excess of the Incentive agreed by the VILLAGE to be paid to MACK INVESTMENTS hereunder, subject to the terms and conditions contained herein.

B. No liability, right, and/or claim at law or in equity shall attach to, or shall be incurred by, the VILLAGE, and/or any of its officers, agents, and/or employees in excess of the Incentive Amount, and any and all other rights and/or claims of MACK INVESTMENTS against the VILLAGE, and/or any of its officers, agents, and/or employees, are hereby expressly waived and released as a condition of, and as consideration for, the execution of this Agreement by the VILLAGE.

C. In the event that any third party or parties institute any legal proceedings against MACK INVESTMENTS and/or the VILLAGE which relate in any way to the terms and conditions of this Agreement, MACK INVESTMENTS, upon notice from the VILLAGE, shall fully and vigorously assume the entire defense of such lawsuit, and shall further assume any and all expenses of whatever nature relating thereto; provided, however, that MACK

INVESTMENTS may at any time settle or compromise such lawsuit, so long as such settlement or compromise does not involve an admission of wrongdoing on the part of the VILLAGE, nor any liability on the part of the VILLAGE, monetary or otherwise.

D. If the VILLAGE, in its sole discretion, determines in relation to any such litigation that it has or may have a conflict of interest with MACK INVESTMENTS which has or may have a substantial adverse effect on the VILLAGE, then the VILLAGE shall have the option of being represented by its own legal counsel. In the event that the VILLAGE exercises this option, MACK INVESTMENTS shall reimburse the VILLAGE for any and all out-of-pocket expenses relating thereto, including but not limited to court costs, reasonable attorneys' fees, witness fees, and/or other litigation expenses.

E. In the event that the VILLAGE institutes legal proceedings against MACK INVESTMENTS for breach of this Agreement and secures a judgment in its favor, the VILLAGE shall be entitled to recover from MACK INVESTMENTS any and all expenses incurred in connection therewith, including but not limited to court costs, reasonable attorneys' fees, witness fees, and/or other litigation expenses.

**VI. Reimbursement of VILLAGE for Legal and Other Fees and Expenses**

A. MACK INVESTMENTS, concurrently with execution of this Agreement, shall reimburse the VILLAGE for the following costs and expenses incurred in the preparation and review of this Agreement, and any other documents relating to the Property and/or the Project:

- (1) all attorneys' fees incurred by the VILLAGE in relation thereto; and
- (2) all miscellaneous VILLAGE expenses relating thereto, including but not limited to legal publication costs, recording fees, and copying expenses.

B. MACK INVESTMENTS, upon demand of the VILLAGE, shall promptly

reimburse the VILLAGE for any and all reasonable costs and expenses incurred by VILLAGE in the administration of this Agreement and/or in connection with the Property and/or the Project, including but not limited to reasonable attorneys' fees and the preparation and/or publication of any and all notices, resolutions, ordinances, and other documents that are or may be required pursuant hereto.

**VII. General Provisions**

A. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

B. Time is of the essence under this Agreement and all time limits set forth herein are mandatory and cannot be waived except by an express written waiver lawfully authorized and executed by the party excusing such timely performance.

C. This Agreement shall inure to the benefit of and shall be binding upon the VILLAGE and MACK INVESTMENTS, and their respective successors and assigns.

D. Failure of any party to this Agreement to insist upon the strict and prompt performance of any of the terms, covenants, agreements, and/or conditions herein contained shall not constitute or be construed as a waiver of that party's right to thereafter enforce any such term, covenant, agreement, and/or condition, but the same shall continue in full force and effect.

E. The officer of MACK INVESTMENTS signing this Agreement on its behalf warrants that he is lawfully authorized to execute this Agreement on behalf of MACK INVESTMENTS. The President and Clerk of the VILLAGE hereby warrant that they have been lawfully authorized by the Village Board to execute this Agreement.

F. This Agreement sets forth all the promises, inducements, agreements, conditions, and understandings by and between the parties relative to the subject matter thereof, and there

are no promises, agreements, conditions, or understandings, oral or written, express or implied, other than those set forth herein. No subsequent alteration, amendment, change, and/or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced to a writing signed and executed by the parties hereto.

G. This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument. If any provision of this Agreement is held invalid by a court of competent jurisdiction, or in the event that a court determines that the VILLAGE lacks the power or authority to perform any provision hereof, such provision shall be deemed to be excised herefrom, and the invalidity thereof shall not affect the validity of this Agreement, and any such judgment or decree shall relieve the VILLAGE from performance under such provision.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their proper officers duly authorized to execute this Agreement on the day and year first above written.

VILLAGE OF TINLEY PARK

MACK INVESTMENTS II LLC  
SERIES 183<sup>rd</sup> STREET COMMERCIAL

By: \_\_\_\_\_  
Edward J. Zabrocki  
Village President

\_\_\_\_\_  
Mr. Henry Hill  
Its Manager/Member

ATTEST:

By: \_\_\_\_\_  
Patrick E. Rea  
Village Clerk

ACKNOWLEDGMENTS

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK         )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Edward J. Zabrocki, personally known to me to be the President of the Village of Tinley Park, and Patrick E. Rea, personally known to me to be the Village Clerk of the Village of Tinley Park, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF COOK        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Henry Hill, personally known to me to be the Manager/Member of MACK INVESTMENTS II LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, acknowledged that as such Manager/Member he signed and delivered the said instrument, pursuant to authority given by said Illinois limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Illinois limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Notary Public

Commission expires \_\_\_\_\_

**RESOLUTION 2014-R-007**

**A RESOLUTION SUPPORTING THE ECONOMIC DEVELOPMENT STRATEGIC PLAN AS DEVELOPED FOR THE ECONOMIC DEVELOPMENT DEPARTMENT BY THE ECONOMIC AND COMMERCIAL COMMISSION**

**WHEREAS**, the Village of Tinley Park Board has established four key economic development goals that have been in place for over forty years, and

**WHEREAS**, the mission of the Village of Tinley Park Economic and Commercial Commission (ECC) is to advise the Village Board regarding matters related the Village's economic environment, business climate, and quality of life.

**WHEREAS**, the ECC is providing leadership in the development of strategies to achieve these Village economic development goals as a Strategic Plan, and

**WHEREAS**, the Economic Development Strategic Plan provides benchmarks for the economic development department, and strategies to create wealth and improve the local economic climate, and

**WHEREAS**, the Strategic Plan has been written as a living document with flexibility to adapt and respond to regional, national, and global changes, and

**WHEREAS**, this Strategic Plan is a requirement to obtain Accreditation from the International Economic Development Council,

**Now, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Tinley Park, Illinois, Cook and Will Counties, on behalf of over 58,000 citizens, herein represented that:

- ❶ Support is provided to the Economic and Commercial Commission in the adoption of an Economic Development Strategic Plan to meet Village Economic Development Goals, and
- ❷ The Economic and Commercial Commission is encouraged to regularly review and monitor the strategies and benchmarks set forth in this plan.

**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, Illinois

# ECONOMIC DEVELOPMENT STRATEGIC PLAN

## ECONOMIC AND COMMERCIAL COMMISSION

The mission of the Village of Tinley Park Economic and Commercial Commission (ECC) is to advise the Village Board regarding matters related to the Village's economic environment, business climate, and quality of life. This Strategic Plan has been prepared by the Commission in order to establish goals and strategies to create wealth and continuously improve the local economic climate. This Plan has been written recognizing that local economic development requires ongoing efforts and flexibility to adapt and respond to regional, national and global changes. The Plan is intended to be a living document that is reviewed and updated regularly. – updated November 2013.



### VISION STATEMENT

The Village of Tinley Park shall be recognized as a vibrant, safe, and fiscally strong community that provides a high quality-of-life for citizens to work, live, invest, shop, play, and raise a family.

# VILLAGE BOARD ECONOMIC DEVELOPMENT GOALS (SINCE 1971)

1. Encourage development in the Village that will increase its tax base and reduce individual tax burdens.
2. Foster a climate which is attractive to sound residential, commercial, and industrial development.
3. Improve the aesthetic appearance of the Village; improve its “live-ability” for its citizens, and preserve the identity of Tinley Park within the region.
4. Protect existing property values through the adoption and enforcement of sound, desirable, and realistic development standards that will insure quality development.

## CONSIDERATIONS

### **What Makes a Community Competitive in achieving successful Economic Development?**

#### Economic strength

GDP per capita and cost of living  
Households spending  
Cumulative Annual Growth Rate  
Free movement of goods, people and capital

#### Financial Maturity

Breadth and depth of the financial cluster  
Certified SBA Lenders

#### Physical Capital

Quality of physical infrastructure  
Quality and Accessibility of public transport  
Quality of telecommunication infrastructure

#### Institutional effectiveness

Fair electoral process and pluralism  
Local government fiscal management  
*Taxation*  
Rule of Law  
Government effectiveness and transparency

#### Environmental and natural hazards

Disaster Preparedness  
Fair Environmental governance

#### Social and Cultural Character

Public Safety – Low Crime Rate  
Freedom of expression and human rights  
Openness and diversity  
Cultural Vibrancy

#### Human Capital

Population Growth  
Working Age Population  
Quality of Education  
Quality of Health Care  
Entrepreneurship and Risk Taking

#### Global Competitiveness and Appeal

Presence of International Companies  
Area Higher Education offerings  
International Air Service access

...*The Economist, Intelligence Unit Limited 2012*

## ECONOMIC DRIVERS OF TINLEY PARK

### **Manufacturing – Office – Health Care – Retail – Tourism, Hospitality and Conventions**

Tinley Park is part of a large regional economy. The growth and stability of the broader Chicago metropolitan area is critical to Tinley Park’s success. However, special attention must be directed to the businesses, institutions, and individuals that bring resources into our community and drive Tinley Park’s economy. Based on the “Competitive Considerations” described above, Metro Chicago and especially Tinley Park are highly competitive, except in the area of Taxation. While Tinley Park’s bond rating and strong fiscal management are exemplary, fiscal stability and indebtedness at the State, County, and City of Chicago affect the perception of government effectiveness and impact on future taxation. The Village Board continues to work with the state, county, and school districts to promote competitive taxation and fiscal policies that encourage employer retention and new development.

## GOAL # 1

### ENCOURAGE DEVELOPMENT IN THE VILLAGE THAT WILL INCREASE ITS TAX BASE AND REDUCE INDIVIDUAL TAX BURDENS.

#### PRIORITIES 2013-2015

- 1.1 Consistently promote the location, retention, and expansion of companies that diversify the tax base.  
Responsibility – Economic Development – On-going
- 1.2 Encourage the utilization of incentive programs that are clear, workable and prudent.  
Responsibility – Economic Development – On-going
- 1.3 Monitor the tax policies and actions of all taxing jurisdictions, and work to encourage sound taxation policies that keep Tinley Park competitive.  
Responsibility –Economic Development – On-going
- 1.4 Insure that the economic development marketing effort is targeted, competitive, modern, and cost-effective. Market Tinley Park to attract businesses, customers and visitors.  
Responsibility – Economic Development with other departments – On-going

#### OTHER

- 1.5 Promote strong partnership with area financial institutions that encourages utilization of available financing programs to assist business. Expand communication programs with Area Banks  
Responsibility – Economic Development – On-going
- 1.6 Develop financial packages with public and private sector sources that help attract and retain business.  
Responsibility – Economic Development – On-going
- 1.7 Foster an environment of transparent government that serves the citizens and business community  
Responsibility – Village – On-going
- 1.8 Constantly review the Permitting Process, and streamline the process to serve developers and business. Responsibility – Economic Development and other departments– On-going
- 1.9 Promote and build on the strong competitive advantages of Tinley Park for business, including high quality education, infrastructure, skilled labor, transportation, and proven success. Maintain and expand promotional efforts to secure more economic development.  
Responsibility – Economic Development – On-going
- 1.10 Realize the limits of government and strengthen partnerships with allies to implement economic opportunities.  
Responsibility – Economic Development –short term and on-going
- 1.11 Fully explore training, collaboration with employers, and new innovative programs that increase job opportunities for residents.  
Responsibility – Economic Development – On-going
- 1.12 Support neighborhood commercial districts that provide residents with goods and services. Business Retention efforts to encourage expansion, and promotion of real estate to attract more business.  
Responsibility – Economic Development – On-going
- 1.13 Coordinate efforts with local, regional and state organizations in the promotion of the Tinley Park Convention Center, hospitality services, and tourism industry for greatest economic benefit.  
Responsibility – Village – On-going

## **GOAL # 2**

### **FOSTER A CLIMATE WHICH IS ATTRACTIVE TO SOUND RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL DEVELOPMENT.**

#### **PRIORITIES 2013-2015**

- 2.1 Be recognized as a community with outstanding public services, and a commitment to advance planning for the infrastructure needs of business and residents.  
Responsibility – Village – On-going
- 2.2 Stimulate government-industry-education communication and inter-action to maintain high quality standards and results at every educational level.  
Responsibility – Village – On-going

#### **OTHER**

- 2.3 Maintain well-supported law enforcement that helps insure a low crime rate.  
Responsibility – Village – On-going
- 2.4 Provide the support and resources to maintain a quality transportation system that meets the needs of local business, area workers, customers, and citizens.  
Responsibility – Village – On-going
- 2.5 Promote and develop a high quality and accessible health care system that serves the community.  
Responsibility – Economic Development – On-going
- 2.6 Encourage excellent coordination between the Community and the area junior colleges in serving the business and residential community.  
Responsibility – Economic Development – On-going
- 2.7 Leverage the assets of higher education to build economic opportunities.  
Responsibility – Economic Development – On-going

## **GOAL # 3 –**

### **IMPROVE THE AESTHETIC APPEARANCES OF THE VILLAGE; IMPROVE ITS “LIVE-ABILITY” FOR ITS CITIZENS; AND PRESERVE THE IDENTITY OF TINLEY PARK WITHIN THE REGION.**

#### **PRIORITIES 2013-2015**

- 3.1 Continue a commitment to Code Enforcement that maintains and enhances the quality and appearance of properties in Tinley Park.  
Responsibility – Village – On-going
- 3.2 Enhance and promote Identity of Tinley Park as a Strong and Well-Managed Community committed to economic diversity and quality development.  
Responsibility – Economic Development – On-going

## OTHER

- 3.3 Encourage quality road construction, road maintenance and roadway beautification efforts  
Responsibility – Village – On-going
- 3.4 Maintain high minimum standards for Construction, including the quality requirements for brick utilization in new residential and commercial buildings.  
Responsibility – Village – On-going
- 3.5 Demand quality site appearance with a strong but fair landscaping and signage ordinance.  
Responsibility – Village – On-going
- 3.6 Promote existing public art, and encourage the installation of more public art in the community.  
Responsibility – Village – On-going
- 3.7 Continually examine ways to distinguish Tinley Park unique advantages over other cities in the region.  
Responsibility – Economic Development – On-going
- 3.8 Maintain a leadership role in encouraging quality job creation in the region.  
Responsibility – Economic Development – On-going
- 3.9 Sponsor and promote self-supporting Community events and programs that enhance the living environment for Tinley Park families. Encourage cost-saving coordination of events sponsored by varied institutions including the Village, Chamber of Commerce, Park District, Library, Schools, and service clubs.  
Responsibility – Village – On-going
- 3.10 Encourage the expansion of bike paths and pedestrian walkways to serve the citizens.  
Responsibility – Village – On-going
- 3.11 Create an environment with services that meet the needs of every age group.  
Responsibility – Village – On-going

## **GOAL # 4**

### **PROTECT EXISTING PROPERTY VALUES THROUGH THE ADOPTION AND ENFORCEMENT OF SOUND, DESIRABLE, AND REALISTIC DEVELOPMENT STANDARDS THAT WILL INSURE QUALITY DEVELOPMENT.**

#### PRIORITIES 2013-2015

- 4.1 Work to balance efficient and effective regulatory requirements while maintaining high quality community standards.  
Responsibility – Village – On-going
- 4.2 Promote a Planning process that encourages public dialogue, analyzes effects on commercial development, and advocates regular review.  
Responsibility – Village – On-going

OTHER

- 4.3 Building Codes must continue to emphasize quality and safe development, while insuring improvements in appearance and protection of property values.  
Responsibility – Village– On-Going
- 4.4 Code enforcement must be a continuous priority to maintain standards and quality. Communication and service in the enforcement process must be clear, firm and fair.  
Responsibility – Village – On-going
- 4.5 Encourage commercial lighting that promotes safety, security, quality appearance, and minimal impact on neighbors.  
Responsibility – Village – On-going
- 4.6 Maintain a strict landscaping ordinance that improves the appearance of the community, and enforce the landscaping ordinance with all commercial development.  
Responsibility – Village– On-going
- 4.7 Endorse the utilization of all modern and technological methods of Security monitoring and enhancement with commercial and industrial developments.  
Responsibility – Village – On-going
- 4.8 Reinforce and better promote public awareness of issues relating to code enforcement  
Responsibility – Village – On-going
- 4.9 Sponsor programs that acknowledge property owners that achieve high standards of property maintenance, landscaping, or property enhancement.  
Responsibility – Village – On-going
- 4.10 Maintain and update the Community Comprehensive Plan, with a commitment to meeting the diverse development requirements of commercial and industrial businesses.  
Responsibility – Village – Short-term
- 4.11 Encourage a long range planning effort that promotes adaptable quality development in every part of the community.  
Responsibility – Village – On-going
- 4.12 Promote the long term Legacy Plan for commercial and mixed-use development in downtown.  
Responsibility – Economic Development – On-going



# Memorandum

**TO:** Dale Schepers, Public Works Director  
**From:** John Urbanski, Facilities & Fleet Superintendent  
**Date:** February 21, 2014  
**Subject:** IDOT Traffic Signal Update Agreement

---

Presented for March 4, 2014 Public Works Committee discussion and possible action:

Description:

Illinois Department of Transportation (IDOT) is proposing to upgrade the traffic signals on the state highways with Light-Emitting-Diode (LED) modules, Uninterruptible Power Supply (UPS) and Countdown Pedestrian Signals (CD Ped) at the intersections within the village limits. This LED upgrade project will require cost participation similar to the federal Highway Safety Improvement Program (HSIP). State funds will be used for 90% of the traffic signal upgrade costs with the remaining 10% split based on the proportionate share of approach leg jurisdiction.

IDOT has amended the agreement for the cost sharing of the energy upgrades at the various signals on state routes. Majority of intersections, the village is responsible for one (1) of the available four (4) "legs".

IDOT agrees to prepare plans and specifications, receive bids, award the contract, furnish engineering inspection during construction, and cause the improvement to be built in accordance with the plans, specifications, and contract. IDOT also agrees to pay all construction and engineering costs subject to reimbursement by the VOTP as hereinafter stipulated.

Overall the cost of the upgrades is \$245,000 with the village share at \$7,807.75 or about 3% of the project cost. We will see reduced maintenance costs from IDOT upon completion of the project (longer life cycle and reduced energy), so we will see a payback on the investment. Generally, the reduced energy for LED sees paybacks in less than 5 years. With the case of this project, comparing the village's costs, the payback will be even quicker. Funds are allocated for this project and available in current budget

The project is on an April letting so IDOT has requested that the village return executed copies of the agreement in March.

Attachment:

IDOT Traffic Signal Upgrade Agreement

RESOLUTION NO. 2014-R-008

RESOLUTION AUTHORIZING  
AN INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN THE VILLAGE OF TINLEY PARK  
AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION – TRAFFIC SIGNAL  
UPGRADES.

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, and but for the provision of the inducements therein the property would not be developed as provided therein;

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 \_\_\_\_\_, 20\_\_\_\_, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 UPGRADES**

AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_ A.D., by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter called the STATE, and the Village of Tinley Park, County of Cook, of the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH

WHEREAS, the STATE is proposing to upgrade the traffic signals on the state highways with Light-Emitting-Diode (LED) modules, Uninterruptible Power Supply (UPS) and Countdown Pedestrian Signals (CD Ped) at the intersections of IL 43 (Harlem Av) at 171<sup>st</sup> St; IL 43 (Harlem Av) at 183<sup>rd</sup> St; IL 43 (Harlem Av) at 191<sup>st</sup> St; US 45 (La Grange Rd) at 183<sup>rd</sup> St; 183<sup>rd</sup> St at Oak Park Av; 183<sup>rd</sup> St at Ridgeland Av; IL 43 (Harlem Av) at 161<sup>st</sup> St; IL 43 (Harlem Av) at 167<sup>th</sup> St; IL 43 (Harlem Av) at Brementown/163<sup>rd</sup> St and US 6 (159<sup>th</sup> St) at 76<sup>th</sup> Av (to be known as STATE Section 2013-076TS and Contract No. 60X65-Job No. C-91-157-14). This LED upgrade project will require cost participation similar to the federal Highway Safety Improvement Program (HSIP). State funds will be used for 90% of the traffic signal upgrade costs with the remaining 10% split based on the proportionate share of approach leg jurisdiction.

WHEREAS, the VILLAGE is desirous of said improvement in that same will be of immediate benefit to the VILLAGE, and permanent in nature; and,

WHEREAS, the VILLAGE shares jurisdiction of the following intersections with the STATE at IL 43 (Harlem Av) at 171<sup>st</sup> St; IL 43 (Harlem Av) at 183<sup>rd</sup> St; IL 43 (Harlem Av) at 191<sup>st</sup> St; US 45 (La Grange Rd) at 183<sup>rd</sup> St; 183<sup>rd</sup> St at Oak Park Av; IL 43 (Harlem Av) at 161<sup>st</sup> St; IL 43 (Harlem Av) at 167<sup>th</sup> St; IL 43 (Harlem Av) at Brementown/163<sup>rd</sup> St and US 6 (159<sup>th</sup> St) at 76<sup>th</sup> Av

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to prepare plans and specifications, receive bids, award the contract, furnish engineering inspection during construction, and cause the improvement to be built in accordance with the plans, specifications, and contract. The STATE also agrees to pay all construction and engineering costs subject to reimbursement by the VILLAGE as hereinafter stipulated.
2. The VILLAGE agrees to approve the plans and specifications by letter or resolution prior to the STATE advertising for the work to be performed hereunder.
3. It is mutually agreed that the proportional participation for the estimated construction costs and engineering costs of this improvement shall be as follows:

	Improvement Cost	State Cost	Tinley Park Cost	Other Cost
IL 43 (Harlem Av) at 171 <sup>st</sup> St	\$20,000.00 (Signal upgrades)	\$19,500.00 (90% +7.5%)	\$500.00 (2.5%)	\$0 (-%)
Engineering (15%)		\$2,925.00	\$75.00	\$0
IL 43 (Harlem Av) at 183 <sup>rd</sup> St	\$12,000.00 (Signal upgrades)	\$11,700.00 (90% +7.5%)	\$300.00 (2.5%)	\$0 (-%)
Engineering (15%)		\$1,755.00	\$45.00	\$0

	Improvement Cost	State Cost	Tinley Park Cost	Other Cost
IL 43 (Harlem Av) at 191 <sup>st</sup> St	\$12,000.00 (Signal upgrades)	\$11,700.00 (90% +7.5%)	\$300.00 (2.5%)	\$0 (-%)
Engineering (15%)		\$1,755.00	\$4.00	\$0
US 45 (La Grange Rd) at 183 <sup>rd</sup> St	\$12,000.00 (Signal upgrades)	\$11,700.00 (90% +7.5%)	\$300.00 (2.5%)	\$0 (-%)
Engineering (15%)		\$1,755.00	\$45.00	\$0
183 <sup>rd</sup> St at Oak Park Av	\$20,000.00 (Signal upgrades)	\$19,000.00 (90% +5%)	\$1,000.00 (5%)	\$0 (-%)
Engineering (15%)		\$2,850.00	\$150.00	\$0
183 <sup>rd</sup> St at Ridgeland Av	\$15,000.00 (Signal upgrades)	\$15,000.00 (90% +10%)	\$0 (-%)	\$0 (-%)
Engineering (15%)		\$2,250.00	\$0	\$0
IL 43 (Harlem Av) at 161 <sup>st</sup> St	\$20,000.00 (Signal upgrades)	\$19,000.00 (90% +5%)	\$1,000.00 (5%)	\$0 (-%)
Engineering (15%)		\$2,850.00	\$150.00	\$0
IL 43 (Harlem Av) at 167 <sup>th</sup> St	\$40,000.00 (Signal upgrades)	\$39,000.00 (90% +7.5%)	\$1,000.00 (2.5%)	\$0 (-%)
Engineering (15%)		\$5,850.00	\$150.00	\$0
IL 43 (Harlem Av) at Bementown/163rd St	\$35,000.00 (Signal upgrades)	\$33,250.00 (90% +5%)	\$1,750.00 (5%)	\$0 (-%)
Engineering (15%)		\$4,987.50	\$262.50	\$0
US 6 (159 <sup>th</sup> St) at 76 <sup>th</sup> Av	\$27,000.00 (Signal upgrades)	\$25,650.00 (90% +5%)	\$675.00 (2.5%)	\$675.00 (2.5%)
Engineering (15%)		\$3,847.50	\$101.25	\$101.25
<b>TOTAL</b>		<b>\$236,325.00</b>	<b>\$7,807.75</b>	<b>\$776.25</b>

4. It is mutually agreed that the VILLAGE will reimburse the STATE in an amount equal to the VILLAGE'S share of the actual cost as determined in accordance with Item #3 above. It is mutually agreed that upon award of the contract for this improvement, the VILLAGE will pay to the Department of Transportation of the State of Illinois, in a lump sum from any funds allotted to the VILLAGE, an amount equal to 80% of its obligation incurred under this Agreement, and will pay to the said Department the remainder of its obligation (including any non-participating costs for FA projects) in a lump sum, upon completion of the project based upon final costs.
5. Upon acceptance by the Department of Transportation of the traffic signal improvement included herein, the financial responsibility for maintenance and electrical energy for the operation of the traffic signals shall remain as outlined in the current Agreement between the Village of Tinley Park and the Department of Transportation.
6. The agency performing actual traffic signal maintenance shall remain as outlined in the current Agreement.
7. Payment by the STATE of any or all of its share of maintenance and energy costs is contingent upon the STATE receiving adequate funds in its annual appropriation.
8. The STATE retains the right to control the sequence of timing on the traffic signals.
9. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

VILLAGE OF TINLEY PARK

By: \_\_\_\_\_  
Village President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CLERK

SEAL

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
(Signature)

By: John Fortmann, P.E.  
Title: Deputy Director of Highways,  
Region One Engineer

Date: \_\_\_\_\_

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement at the intersections of IL 43 (Harlem Av) at 171st St; IL 43 (Harlem Av) at 183rd St; IL 43 (Harlem Av) at 191st St; US 45 (La Grange Rd) at 183rd St; 183rd St at Oak Park Av; IL 43 (Harlem Av) at 161st St; IL 43 (Harlem Av) at 167th St; IL 43 (Harlem Av) at Brementown/163rd St and US 6 (159th St) at 76th Av, VILLAGE OF TINLEY PARK, hereby approves to that portion of the plans and specifications relative to the Village's financial and maintenance obligations described herein prior to the STATE'S advertising for the proposed traffic signal improvements at said intersections above.

APPROVED:

By: \_\_\_\_\_  
Village Engineer

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

SEAL

# Memorandum



**To:** Dale Schepers, Public Works Director  
**From:** John Urbanski, Facilities & Fleet Superintendent  
**Date:** February 26, 2014  
**Subject:** Public Bidding for Lighting Fixture Replacement: Public Safety Building

---

Presented for March 4<sup>th</sup>, 2014 Village Board Agenda for consideration and possible action:

Public Works requests consideration and possible action by the Village Board to set bid date for the project listed below. Plans and specifications have been prepared by Legat Architects, and are ready for the public bidding process.

The following bid opening date and time is recommended. A brief description of the project is included along with the estimated cost.

**March 26, 2014 at 8:00 AM: Mandatory Pre-bid Meeting**

**April 8, 2014 at 2:30 PM: Bid Opening**

## **Lighting Fixture upgrades in Public Safety Building**

- New federal regulations will not allow the manufacture of fluorescent light bulbs currently used in the Public Safety Building. Therefore the fixtures are no longer serviceable and need to be replaced.
- Current electrical codes require occupancy sensors with lighting upgrades, which will be included in the project scope and will further improve energy efficiency.
- Lighting fixtures are no longer serviceable as described above and require replacement.

## **FY 2014 Approved Capital Funding**

- Project funding as approved: \$291,961
- Allocated Grant Reimbursement: \$43,000

**COMMENTS FROM  
BOARD AND STAFF**

**COMMENTS FROM  
THE PUBLIC**

# ITEM # 12

SUBJECT: ADJOURN TO EXECUTIVE SESSION TO  
DISCUSS THE FOLLOWING:

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

# **ADJOURNMENT**