

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:

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**ITEM # 2**

**SUBJECT:** CONSIDER APPROVAL OF MINUTES OF THE REGULAR BOARD MEETING HELD ON OCTOBER 1, 2013.

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

COMMENTS:

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

**SUBJECT:** CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:

- A. CONSIDER PROCLAIMING OCTOBER 25, 2013, AS “PATRICK MCCAIN DAY” IN THE VILLAGE OF TINLEY PARK.
- B. REQUEST FROM CRISIS CENTER FOR SOUTH SUBURBIA TO CONDUCT A RAFFLE FROM NOVEMBER 1, 2013 TO FEBRUARY 22, 2014.
- C. REQUEST FROM ST. GEORGE SCHOOL TO CONDUCT A RAFFLE FROM OCTOBER 16 TO NOVEMBER 10, 2013.
- D. PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$1,730,824.75 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED OCTOBER 4 AND OCTOBER 11, 2013.

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

COMMENTS:

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**ITEM # 4**

SUBJECT: CONSIDER ORDINANCE NUMBER 2013-O-031 AUTHORIZING THE ACCEPTANCE OF A CONVEYANCE OF REAL PROPERTY TO THE VILLAGE OF TINLEY PARK – PORTION OF 175TH STREET RIGHT-OF-WAY – **Trustee Hannon**

ACTION: Discussion: This transaction is ultimately a holdover from earlier times when farm properties often extended to the centerline of what are currently existing roadways. It has come to the attention of Mr. and Mrs. William Van Bruggen that they continue to be the owners of record of a portion of the 175th Street right-of-way that runs adjacent to the small farm property they had acquired from Mr. Van Bruggen’s parents in 1989. The Van Bruggens subsequently subdivided the property in 1992 and it was thought that the street right-of-way had already been dedicated to the Village in relation to the planning for the development of a phase of the Timbers Edge subdivision back in 1978, if not earlier. The property in question has continuously been used for the street right of way for 175th Street. Under our Subdivision Regulations, the Van Bruggens would have previously been required to dedicate the street right of way to the Village. Neither the Van Bruggens nor the Village were aware that this transfer had not previously been completed. This transaction corrects for that oversight and with the deed that will be executed following this Ordinance, the Van Bruggens will formally transfer this property to the Village. Other than associated legal and recording fees, there is no cost for the Village to acquire this parcel. The Van Bruggens will cover the costs of title insurance related to the property transfer. This Ordinance authorizes the Village to complete the transfer and accept the deed to the property. **This Ordinance is eligible for first reading.**

COMMENTS:

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**ITEM # 5**

SUBJECT: CONSIDER RESOLUTION NUMBER 2013-R-052 APPROVING AND RECOMMENDING COOK COUNTY CLASS 8 RECLASSIFICATION WITH SPECIAL CIRCUMSTANCES FOR THE PROPERTY LOCATED AT 17200 SOUTH OAK PARK AVENUE (MMB DEVELOPMENT- SPRINGFORT HALL-) - **Trustee Seaman**

ACTION: Discussion: This Resolution would provide support for the reclassification of the assessment for the aforementioned property from 25% to 10% for a ten (10) year period. This property, located in Bremen Township, is already Cook County “certified eligible” for the Class 8 reclassification, pursuant to the Cook County Real Property Classification Ordinance. The Applicant is seeking special circumstances to establish that the property was abandoned (vacant) for purposes of the incentive where there was NO purchase for value, but the period of abandonment (vacancy) prior to application was 24 continuous months or greater. But for this Cook County incentive, the business owner will not be able to lease this property to other tenants, including a new brewery. The Class 8 with Special Circumstances is hereby supported and approved by the Village Board. This project meets the goals and objectives for encouraging redevelopment in downtown Tinley Park as set forth by the Economic and Commercial Commission and the Village Board of Trustees in previous meetings. This Action was recommended by the Economic and Commercial Commission at its regularly scheduled meeting on August 14, 2013. This Resolution was discussed at the Finance and Economic Development Committee meeting held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS:

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**ITEM # 6**

SUBJECT: CONSIDER AN ORDINANCE 2013-O-045 AMENDING ORDINANCE NUMBER 2013-0-032 CONCERNING A JURISDICTIONAL TRANSFER OF A PORTION OF 84th AVENUE, SOUTH OF NIELSEN DRIVE, FROM COOK COUNTY TO THE VILLAGE OF TINLEY PARK - **Trustee Seaman / Trustee Staunton**

ACTION: Discussion: On August 20<sup>th</sup>, 2013, the Village approved an ordinance transferring the jurisdiction for a portion of the 84th Avenue ROW from Cook County to the Village of Tinley Park. This area consists of a stretch of roadway that remained after the 183rd Street widening project was completed in 2011 and is a portion of 84th Avenue, south of Nielsen Drive. Cook County Department of Highways has asked that the Village revise the previously adopted ordinance for clarification purposes. The Village intends to lease portions of this right of way to the Tinley Park Park District for the proposed Dog Park and the implementation of a multi-purpose pathway system. Cook County Highway Department, the Illinois Department of Transportation, and the Village Engineer have reviewed both ordinance number 2013-O-032 and the proposed ordinance number 2013-O-045 and find the Local Agency Agreement for Jurisdictional Transfer and its stipulations to be acceptable. **This Ordinance is eligible for adoption.**

COMMENTS:

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**ITEM #7**

SUBJECT: CONSIDER RESOLUTION 2013-R-048 CONCERNING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TINLEY PARK PARK DISTRICT AND THE VILLAGE OF TINLEY PARK FOR LEASE OF VILLAGE OWNED PROPERTY (FORMER 84TH AVENUE RIGHT OF WAY, SOUTH OF NIELSEN DRIVE) FOR THE PURPOSES OF A DOG PARK – **Trustee Seaman**

ACTION: Discussion: With this agreement, the Village is leasing a portion of the former 84<sup>th</sup> Avenue right-of-way to the Tinley Park Park District for use as a dog park and related facilities (parking lot, multi-use pathway, etc.). The lease is an “as is lease” with a term of 50 years with a renewal option up to 55 years. The Village will charge the Park District \$1 per year for rent. The Park District is assuming full maintenance, security, and utility responsibility throughout the term of the lease and the Village will retain the right enter onto the premises to maintain public utilities. The Park District approved the lease at their October 2, 2013 regular meeting. **This Resolution is eligible for first reading.**

COMMENTS:

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**ITEM # 8**

SUBJECT: CONSIDER AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH OUTDOOR ACCENTS FOR OUTDOOR HOLIDAY DECORATIONS AT THE ZABROCKI PLAZA, DOWNTOWN TINLEY, AND THE OAK PARK AVENUE AND 80<sup>TH</sup> AVENUE TRAIN STATIONS – **Trustee Seaman**

ACTION: Discussion: A total of five companies provided competitive quotes to perform outdoor decoration installation, maintenance and take down services in Zabrocki Plaza, the surrounding Downtown Tinley area and both train stations. Upon review of the quotes, it was determined that the most responsible and responsive price was provided by Outdoor Accents of Joliet, Illinois in an amount not to exceed \$35,860.50. This amount is \$1,140 under the budgeted amount. This contract is funded from the Hotel/Motel Tax Fund due to the impact of local tourism during the holiday season. **Consider authorizing a Professional Services Contract with Outdoor Accents, for outdoor decorations at Zabrocki Plaza, Downtown Tinley and the Oak Park Avenue and 80<sup>th</sup> Avenue Train Stations in an amount not to exceed \$35,860.50.**

COMMENTS:

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**ITEM # 9**

SUBJECT: CONSIDER AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH LE DEUX DONNAS FOR INDOOR HOLIDAY DECORATIONS AT THE OAK PARK AVENUE AND 80<sup>TH</sup> AVENUE TRAIN STATIONS – **Trustee Seaman**

ACTION: Discussion: A total of five companies provided competitive quotes to perform customized indoor decoration installation, maintenance and take down services at the Oak Park Avenue and the 80<sup>th</sup> Avenue train stations. Upon review of the quotes, it was determined that the most responsible and responsive price was provided by Le Deux Donnas of Tinley Park in an amount not to exceed \$9,989. This amount is \$7,011 under the budgeted amount. This contract is funded from the Hotel/Motel Tax Fund due to the impact of local tourism during the holiday season. **Consider authorizing a Professional Services Contract with Le Deux Donnas for indoor holiday decorations at the Oak Park Avenue and 80<sup>th</sup> Avenue Train Stations in an amount not to exceed \$9,989.**

COMMENTS:

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**ITEM # 10**

SUBJECT: CONSIDER RENEWAL OF A CONTRACT WITH GEORGE’S LANDSCAPE OF JOLIET, IL FOR SNOW REMOVAL IN CERTAIN VILLAGE PARKING LOTS – **Trustee Staunton**

Discussion: At the November 15, 2011 Village Board meeting, a contract was awarded to George’s Landscaping for snow removal at parking lots and sidewalk locations throughout the Village. One of the provisions in the contract allows the Village of Tinley Park to renew the contract for two (2) additional one year increments at the Village’s discretion. The proposed renewal would hold the 2011-2012 pricing for the 2013-2014 season. The Village has \$173,560.00 budgeted for this expenditure. This contract was discussed at the Public Works Committee held on October 1, 2013 and recommended for approval. **Consider exercising the option to extend the existing contract for the 2013/2014 Parking Lot Snow Removal to George’s Landscaping, Inc., Joliet, IL.**

COMMENTS:

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**ITEM # 11**

SUBJECT: CONSIDER RENEWAL OF A CONTRACT WITH ZENERE LANDSCAPE INC., THORNTON, IL FOR SNOW REMOVAL IN VILLAGE CUL-DE-SACS – **Trustee Staunton**

Discussion: At the November 1, 2011 Village Board meeting, a contract was awarded to Zenere Landscape for snow removal at cul-de-sac locations throughout the Village. One of the provisions in the contract allows the Village of Tinley Park to renew the contract for two (2) additional one year increments at the Village’s discretion. The proposed renewal would hold the 2011-2012 pricing for the 2013-2014 season. The Village has \$166,040.00 budgeted for this expenditure. This contract was discussed at the Public Works Committee held on October 1, 2013 and it was recommended for approval. **Consider exercising the option to extend the existing contract for the 2013/2014 Cul-De-Sac Snow Removal to Zenere Landscaping, Inc., Thorton, IL.**

COMMENTS:

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**ITEM # 12**

SUBJECT: CONSIDER RENEWAL OF A CONTRACT WITH CARGILL INC., OF NORTH OLMSTED, OHIO FOR BULK ROAD SALT– **Trustee Staunton**

Discussion: Last fall, a contract was awarded to Cargill Inc., for the Village’s annual bulk road salt purchase. This year, the Village had the option to renew the contract pricing for the current season at last year’s price of \$52.78 per ton. However, in order to ensure that the Village continued to receive the best possible salt pricing, a review of the State of Illinois Competitively bid Central Management Services (CMS) program was conducted. As such, Cargill has agreed to match the CMS pricing of 50.56 per ton, which is approximately a 4% reduction in cost for the Village. The Village has \$260,000 budgeted for this expenditure. This contact was discussed at the Public Works Committee meeting held on October 1, 2013 and recommended for approval. **Consider approval of a contract for the 2013/2014 Bulk Road Salt with Cargill, Inc., North Olmsted, OH at a price of \$50.56 per ton.**

COMMENTS:

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**ITEM # 13**

SUBJECT: CONSIDER RESOLUTION NUMBER 2013-R-051 AMENDING THE DESIGNATE PERSON OR PERSONS TO HAVE ACCESS TO CERTAIN SAFETY DEPOSIT BOXES AT FIRST MIDWEST BANK – **Trustee Leoni**

ACTION: Discussion: The Village has maintained six (6) safety deposit boxes at First Midwest Bank, four (4) boxes are used by the Police Department and two (2) are used by the Clerk’s Office. The Village Clerk and Police Department Records Supervisor are the designees for access to the Police Department boxes. In August of this year Elizabeth Calomino was appointed to the position of Police Department Records Supervisor. This Resolution would update the designee to access the Police Department safety deposit boxes. **This Resolution is eligible for adoption.**

COMMENTS:

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**ITEM # 14**

SUBJECT: CONSIDER ORDINANCE NUMBER 2013-O-046 AUTHORIZING A LEASE WITH THE STATE OF ILLINOIS, DEPARTMENT OF CENTRAL MANAGERMENT SERVICES CONCERNING PROPERTY LOCATED AT 6825 173<sup>RD</sup> PLACE – **Trustee Leoni**

ACTION: Discussion: Since 1998, the Village has leased approximately 2,900 square feet of space in the Dunn Public Safety Building to the State of Illinois for use by the Illinois State Police. The original lease terms were for a five (5) year period, with options for five year (5) renewal(s). The latest renewal of the agreement was signed in 2008 and expires at the end of November. The new lease is essentially the same renewal negotiated in 2008; however it includes a two (2) percent increase in the monthly rent (from \$1,993.48 to \$2,032.52) to the Village and is for a three (3) year term. The total lease value is \$73,170.72. This item was discussed at the October 8, 2013 Committee of the Whole meeting and recommended for approval. **This item is eligible for first reading.**

COMMENTS:

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**ITEM # 15**

SUBJECT: RECEIVE COMMENTS FROM THE BOARD AND STAFF

COMMENTS:

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**ITEM # 16**

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC

COMMENTS:

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**ITEM # 17**

ADJOURNMENT

**MINUTES OF THE BOARD OF TRUSTEES,  
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,  
ILLINOIS, HELD OCTOBER 1, 2013**

The regular meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Municipal Building on October 1, 2013. President Zabrocki called this meeting to order at 8:00 p.m. and led the Board and audience in the Pledge of Allegiance.

President Zabrocki called for a moment of silence to remember the Public Works employee, Michael Emmett, who passed away on Friday, September 27, 2013.

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

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

Motion was made by Trustee Seaman, 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 Staunton, Jr., to approve and place on file the minutes of the regular Village Board meeting held on September 17, 2013. Vote by voice call. President Zabrocki declared the motion carried.

President Zabrocki presented the following consent agenda items:

- A. REQUEST FROM FAMILY OUTREACH PROGRAM TO CONDUCT A FUNDRAISER ON WEDNESDAY, OCTOBER 25, 2013, AND THURSDAY, OCTOBER 26, 2013, AT CERTAIN INTERSECTIONS THROUGHOUT THE VILLAGE.
- B. RELEASE OF LETTER OF CREDIT #2005-1471 ISSUED BY MARQUETTE NATIONAL BANK IN FAVOR OF MALONE AND

MOLONEY, INC. FOR WORK COMPLETED ON BROOKSIDE GLEN, PHASE II IN THE AMOUNT OF \$259,778.

- C. PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$846,908.46 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED SEPTEMBER 20 AND SEPTEMBER 27, 2013.

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 Hannon, seconded by Trustee Seaman, to adopt and place on file ORDINANCE NUMBER 2013-O-044 GRANTING A VARIATION FOR CERTAIN PROPERTY LOCATED AT 6844 JOHNS CIRCLE – REAR YARD ENCROACHMENT VARIATION (O’LEARY). The petitioners, Ray and Theresa O’Leary, request a variation from Section V, Schedule II (Lot, Yard, and Bulk Regulations) to allow a thirteen-foot (13’) encroachment into the minimum rear yard setback requirements to allow a seventeen-foot (17’) setback where thirty (30’) feet is required for the construction of a three-season room. The property is located in the Dunraven Place Planned Unit Development and is zoned R6 PD Medium Density Residential. A public hearing was held at the Zoning Board of Appeals (ZBA) on September 12, 2013, and the ZBA voted 6-0-0 to recommend the variation as requested. President Zabrocki noted that this Ordinance 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 Seaman, seconded by Trustee Hannon, to a adopt and place on file RESOLUTION NUMBER 2013-R-050 APPROVING AND RECOMMENDING COOK COUNTY CLASS 8 RECLASSIFICATION WITH SPECIAL CIRCUMSTANCES FOR THE PROPERTY LOCATED AT 17210 SOUTH OAK PARK AVENUE (DONALD ROSS). This Resolution would provide support for the reclassification of the assessment for the aforementioned property from 25% to 10% for a ten (10) year period. This property, located in Bremen Township, is already Cook County “certified eligible” for the Class 8 reclassification, pursuant to the Cook County Real Property Classification Ordinance. As the property has been vacant for less than 24 months, the Village recognizes the property is deemed “abandoned” and qualifies for special circumstances for purpose of Class 8 under the Temporary Emergency Economic Recovery Modification (TEERM) Program. But for this Cook County incentive, the property owner will not be able to lease the subject property to a tenant that will operate an artisan gift shop. The waiver of the 24 month abandonment period and determination that special circumstances exist under the TEERM program are hereby supported and approved by the Village Board. This project meets the goals and objectives for encouraging redevelopment in downtown Tinley Park as set forth by the Economic and Commercial Commission and the Village Board of Trustees in previous meetings. This Resolution was discussed at the Finance and Economic Development Committee meeting held on September 17, 2013. President Zabrocki noted that this Resolution 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 Seaman, seconded by Trustee Grady, to place on first reading RESOLUTION NUMBER 2013-R-052 APPROVING AND RECOMMENDING COOK COUNTY CLASS 8 RECLASSIFICATION WITH SPECIAL CIRCUMSTANCES FOR THE PROPERTY LOCATED AT 17200 SOUTH OAK PARK AVENUE (MMB DEVELOPMENT-SPRINGFORT HALL). This Resolution would provide support for the reclassification of the assessment for the aforementioned property from 25% to 10% for a ten (10) year period. This property, located in Bremen Township, is already Cook County “certified eligible” for the Class 8 reclassification, pursuant to the Cook County Real Property Classification Ordinance. The applicant is seeking special circumstances to establish that the property was abandoned (vacant) for purposes of the incentive where there was NO purchase for value, but the period of abandonment (vacancy) prior to application was 24 continuous months or greater. But for this Cook County incentive, the business owner will not be able to lease this property to other tenants, including a new brewery. The Class 8 with Special Circumstances is hereby supported and approved by the Village Board. This project meets the goals and objectives for encouraging redevelopment in downtown Tinley Park as set forth by the Economic and Commercial Commission and the Village Board of Trustees in previous meetings. This action was recommended by the Economic and Commercial Commission at its regularly scheduled meeting on August 14, 2013. This Resolution was discussed at the Finance and Economic Development Committee meeting held prior to this meeting. President Zabrocki asked if anyone cared to address the Board. Trustee Maher stated that he would abstain from voting due to the fact that there may be a conflict of interest due to his legal firm performing various services with MMB Development. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Staunton, Jr., to place on first reading ORDINANCE 2013-O-045 AMENDING ORDINANCE NUMBER 2013-O-032 CONCERNING A JURISDICTIONAL TRANSFER OF A PORTION OF 84th AVENUE, SOUTH OF NIELSEN DRIVE, FROM COOK COUNTY TO THE VILLAGE OF TINLEY PARK. On August 20<sup>th</sup>, 2013, the Village approved an ordinance transferring the jurisdiction for a portion of the 84th Avenue ROW from Cook County to the Village of Tinley Park. This area consists of a stretch of roadway that remained after the 183rd Street widening project was completed in 2011 and is a portion of 84th Avenue, south of Nielsen Drive. Cook County Department of Highways has asked that the Village revise the previously adopted ordinance for clarification purposes. The Village intends to lease portions of this right of way to the Tinley Park District for the proposed dog park and the implementation of a multi-purpose pathway system. Cook County Highway Department, the Illinois Department of Transportation, and the Village Engineer have reviewed both ordinance number 2013-O-032 and the proposed amendment to ordinance number 2013-O-045 and find the Local Agency Agreement for Jurisdictional Transfer and its stipulations to be acceptable. President Zabrocki asked if anyone cared to address the Board. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Leoni, seconded by Trustee Staunton, Jr., to place on first reading RESOLUTION NUMBER 2013-R-051 AMENDING THE DESIGNATE PERSON OR PERSONS TO HAVE ACCESS TO CERTAIN SAFETY DEPOSIT BOXES AT FIRST MIDWEST BANK. The Village has maintained six (6) safety deposit boxes at First Midwest

Bank, four (4) boxes are used by the Police Department and two (2) are used by the Clerk's Office. The Village Clerk and Police Department Records Supervisor are the designees for access to the Police Department boxes. In August of this year Elizabeth Calomino was appointed to the position of Police Department Records Supervisor. This Resolution would update the designee to access the Police Department safety deposit boxes. President Zabrocki asked if anyone cared to address the Board. Vote by voice call. 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.

No one came forward.

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

Steve Reed, 19328 Woodfield Court, stated his concerns regarding the development that is proposed at 191<sup>st</sup> Street and Harlem Avenue. He noted that he is unhappy that there is a proposed Walmart at that site. Mr. Reed does not believe that Walmart should be getting any tax incentives or "breaks" for development at this site. Trustee Seaman stated that the Village's incentive package for this development is similar to other incentives that the Village has given in the past. He noted that he is pleased that the public is participating in a dialog with the Village regarding this project and that there will be public hearings before this development goes forward and encouraged the residents to attend.

Jennifer Vargas, 7436 Ridgefield Lane, asked the Board if a formal plan has been submitted for the residents to see. Trustee Hannon noted that a formal plan has not been submitted as of yet, and that when and if there is, the plan will be presented to the Plan Commission and there will be public meetings where the residents can attend. Ms. Vargas asked if there was a third party to this development. Trustee Hannon stated that no there was not, the Village was working with Sam's and Walmart.

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 8:30 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:

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Edward J. Zabrocki  
Village President

ATTEST:

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Patrick E. Rea  
Village Clerk

# PROCLAMATION

**WHEREAS**, exemplary public service employment is of vital importance in assuring provision of services directed toward the health, welfare and safety of the citizens of any community; and

**WHEREAS**, the Village of Tinley Park's Police Department have upon its roster an individual who should be commended for assisting the department in faithfully serving the citizens of this community; and

**WHEREAS**, length of service, coupled with continued training and positive attitude toward assigned job tasks make a profile of this dedicated employee; and

**WHEREAS**, the Village of Tinley Park on behalf of its citizens desires to acknowledge its indebtedness and gratitude for over twenty-six years of dedication and proficiency in the Tinley Park Police Department.

**BE IT THEREFORE RESOLVED, THAT I**, Edward J. Zabrocki, on behalf of the Village Board and over 58,000 citizens herein represented, hereby proclaim October 25, 2013, as

**PATRICK MC CAIN DAY**

in the Village of Tinley Park and urge all employees and citizens of the Village to join us in expressing gratitude and appreciation to this employee who has provided outstanding service.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the great seal of the Village of Tinley Park at my office on this 15<sup>th</sup> day of October, in the year 2013.

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Edward J. Zabrocki  
Village President

ATTEST:

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Patrick E. Rea  
Village Clerk

VILLAGE OF TINLEY PARK  
16250 South Oak Park Avenue  
DATE: Oct. 3, 2013

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

1. NAME OF ORGANIZATION: CRISIS CENTER FOR SOUTH SUBURBIA
2. ADDRESS: P.O. BOX 39 TINLEY PARK, IL 60477
3. MAILING ADDRESS IF DIFFERENT FROM ABOVE:  
7700 TIMBER DR. TINLEY PARK, IL 60477
4. ADDRESS OF PLACE FOR RAFFLES DRAWING:  
SILVER LAKE CC 14700 S. 82ND AVE, ORLAND PARK, IL 60462
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: 35 YEARS
7. PLACE AND DATE OF INCORPORATION: IL, APRIL 6, 1978
8. NUMBER OF MEMBERS IN GOOD STANDING: \_\_\_\_\_
9. PRESIDENT/CHAIRPERSON: EDWARD VEGA  
ADDRESS: SAME AS ABOVE  
SOCIAL SECURITY NO.: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_
10. RAFFLES MANAGER: CHRIS BEELE  
ADDRESS: SAME AS ABOVE  
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: CHRIS BEELE  
ADDRESS: SAME AS ABOVE  
SOCIAL SECURITY NO.: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

12. DATE(S) FOR RAFFLE TICKET SALES (INCLUDE DAYS OF THE WEEK)  
NOVEMBER 2013 - FEBRUARY 22, 2014 SUNDAY - SATURDAY

13. LOCATION OF SALES: CHICAGO AREA

14. LOCATION FOR DETERMINING WINNERS: SILVER LAKE COUNTRY CLUB

15. DATE(S) FOR DETERMINING WINNERS: (INCLUDE DAYS OF THE WEEK)  
SATURDAY, FEBRUARY 22, 2014

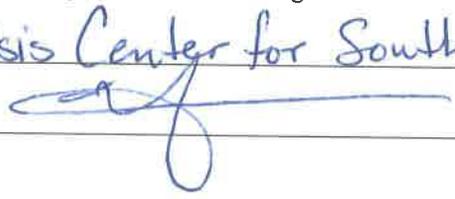
16.	TOTAL RETAIL VALUE OF ALL PRIZES:	\$	<u>9,500.00</u>
17.	MAXIMUM RETAIL VALUE OF EACH PRIZE:	\$	<u>5,000.00</u>
18.	MAXIMUM PRICE CHARGED OF EACH CHANCE SOLD	\$	<u>50.00</u>

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: Crisis Center for South Suburbia

EXECUTIVE DIRECTOR: 

VILLAGE OF TINLEY PARK  
16250 South Oak Park Avenue  
DATE: 10-2-2013

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

1. NAME OF ORGANIZATION: St. George School

2. ADDRESS: 6700 W. 176<sup>th</sup> Street

3. MAILING ADDRESS IF DIFFERENT FROM ABOVE:  
Same

4. ADDRESS OF PLACE FOR RAFFLES DRAWING:  
Same

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: Since 1949

7. PLACE AND DATE OF INCORPORATION: \_\_\_\_\_

8. NUMBER OF MEMBERS IN GOOD STANDING: 450+

9. PRESIDENT/CHAIRPERSON: Rev. Kenneth Fleck

ADDRESS: 6707 W. 175 St. Tinley Park, IL 60477

SOCIAL SECURITY NO.: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

10. RAFFLES MANAGER: Paul Smith

ADDRESS: 9849 S. Clifton Park Ave. Evergreen Park, IL 60805

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: Tina Primus

ADDRESS: 19632 Brookfield Circle Tinley Park, IL 60487

SOCIAL SECURITY NO.: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_



LICENSE TO CONDUCT RAFFLE

- 12. DATE(S) FOR RAFFLE TICKET SALES (INCLUDE DAYS OF THE WEEK)  
October 2013 thru November 10<sup>th</sup>, 2013 Sunday-Saturday
- 13. LOCATION OF SALES: St. George School & Church and  
ON School Website 6700 W. 176th Street.
- 14. LOCATION FOR DETERMINING WINNERS: St. George School  
6700 W. 176th Street in O'Connell Hall
- 15. DATE(S) FOR DETERMINING WINNERS: (INCLUDE DAYS OF THE WEEK)  
Sunday, November 10, 2013
- 16. TOTAL RETAIL VALUE OF ALL PRIZES: \$ ~5,000.00
- 17. MAXIMUM RETAIL VALUE OF EACH PRIZE: \$ 25.00 - ~~1500.00~~
- 18. MAXIMUM PRICE CHARGED OF EACH CHANCE SOLD \$ 1.00 - ~~10.00~~  
5 Raffle Games Included in \$ 50.00 Ticket Price

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: St. George School

EXECUTIVE DIRECTOR: Paul Smith



ST. GEORGE SCHOOL  
6700 W. 176<sup>th</sup> St.  
Tinley Park, IL 60477  
(708) 532-2626  
Stgeorgeschool.org

Christ-Centered & Child-Oriented

# FAX

To: Village of Tinley Park	From: St. George School
Fax: 708-444-5099	Pages: 4 (including cover)
Phone:	Date: 10-4-13
Re: Application for License to Conduct Raffle	cc: Lisa

Comments:

Please contact me with any questions or concerns. Thank you,

Tina Primus  
St. George 2013 Super Bingo Raffle Chairperson  
708-373-2907

**ORDINANCE NO. 2013-O-031**

**AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A CONVEYANCE OF  
REAL PROPERTY TO THE VILLAGE OF TINLEY PARK – PORTION OF  
175<sup>TH</sup> STREET RIGHT-OF-WAY**

**WHEREAS**, the Village of Tinley Park (hereinafter referred to as the “Village”) is a home rule municipality pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

**WHEREAS**, William A. Van Bruggen and Lori D. Van Bruggen are the owners (the “Owners”) of certain real property making up a portion of the 175<sup>th</sup> Street right-of-way within the corporate limits of the Village of Tinley Park (the “Subject Property”), as legally described in **EXHIBIT A** attached hereto and made a part hereof; and

**WHEREAS**, the Owners desire to convey the Subject Property to the Village, at no cost, and the Village desires to accept such conveyance pursuant to its home rule powers; and

**WHEREAS**, the Village finds and declares that it is necessary and/or convenient for it to use, occupy and improve the Subject Property, for public purposes; and

**WHEREAS**, the best interests of the residents of the Village will be served by the conveyance of the Subject Property from the Owners to the Village.

**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 above Whereas clauses are herein incorporated by reference as the findings of this President and Board of Trustees of the Village, as completely as if fully recited herein at length.

**SECTION 2:** Pursuant to its home rule powers as provided by Article VII, Section 6 of the Illinois Constitution of 1970, the President and Board of Trustees of the Village hereby authorize the acceptance of the conveyance of the Subject Property which is legally described in **EXHIBIT A** attached hereto and made part hereof, for public purposes. The Village President and Village Clerk of the Village, or their designees, are authorized and directed to execute such documents as may be necessary or convenient to allow the Village to consummate this transaction.

**SECTION 3:** This Ordinance shall be in full force and effect from and after its adoption, approval and publication as provided by law.

**SECTION 4:** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

**SECTION 5:** That all ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2013, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
VILLAGE PRESIDENT

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

**EXHIBIT A**

**Legal Description**

**THE NORTH 40 FEET OF THAT PART OF THE NORTH 990.0 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTHWEST CORNER OF THE SAID EAST HALF PORTION OF 175TH STREET RIGHT OF WAY ADJACENT TO OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34 AND RUNNING THENCE SOUTHERLY ALONG THE WEST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, A DISTANCE OF 990.00 FEET TO A POINT; THENCE EASTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 34, A DISTANCE OF 229.0 FEET TO A POINT IN THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 34 THAT IS 245.0 EAST OF THE NORTHWEST CORNER OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34; THENCE WESTERLY ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 34, A DISTANCE OF 245.0 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.**

**Permanent Index Number: 27-34-205-029-0000**

**Address of Property:           Portion of 175<sup>th</sup> Street adjacent to  
9051 through 9101 W. 175<sup>th</sup> Street,  
Tinley Park, Illinois 60477**

**(SUBJECT TO REVISION TO CONFORM TO FINAL LEGAL DESCRIPTION AS  
DETERMINED BY PARTIES AND TITLE COMPANY)**

Van Bruggen 175th Street ROW





## Memorandum

**To:** Trustee Dave Seaman  
**From:** Ivan Baker  
**Date:** October 1, 2013  
**Subject:** Class 8 Special Circumstances Request for 17200 South Oak Park Avenue

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Project:

MMB Development LLC (Owner) intends to lease the vacant property at 17200 South Oak Park Avenue (PINS 28-30-301-056-1001, 28-30-301-056-1002, 28-30-301-056-1003, 28-30-301-056-1004, 28-30-301-056-1005, 28-30-301-056-1006) in part to 350 Brewing Company.

Request:

This property has been vacant since September 26, 2011 and is eligible for Cook County Class 8 Property Tax Special Circumstances reclassification. But for the Class 8 Reclassification, which will provide a significant 60 percent savings on commercial property taxes, MMB Development LLC cannot establish a competitive tax rate that will result in the location of a new business tenant.

This property has been vacant for 24 months, but requires Class 8 Approval with Special Circumstances because "the property was abandoned for purposes of the incentive where there was no purchase for value, but the period of abandonment prior to application was 24 continuous months or greater."

Incentive Policy Checklist

1. The Project meets the Class 8 recommendation guidelines set in Section D-4 of the approved Incentive Policy - Yes
2. The Class 8 property tax re-classification in the Downtown Legacy District is deemed necessary to make this vacant property marketable and competitive for new tenants – Yes
3. The Project meets the Targeted Development Area guideline B-8 in the approved Incentive Policy - Yes

ECC Recommendation:

ECC recommends approval of Class 8 Special Circumstances designation for this property in the Downtown Legacy District. The Village Board would need to pass a Resolution that supports Class 8 reclassification for 17210 S. Oak Park Avenue (PINS 28-30-301-056-1001, 28-30-301-056-1002, 28-30-301-056-1003, 28-30-301-056-1004, 28-30-301-056-1005, 28-30-301-056-1006), prior to final approval by the Cook County Board of Commissioners.

**RESOLUTION NUMBER**

**RESOLUTION APPROVING COOK COUNTY CLASS 8 RECLASSIFICATION  
FOR THE PROPERTY LOCATED AT 17200 S. OAK PARK AVENUE  
(SPRINGFORT HALL – MMB DEVELOPMENT LLC)**

WHEREAS, the Village of Tinley Park desires to promote commercial development in the Village of Tinley Park; and

WHEREAS, the Cook County Assessor is operating under an ordinance enacted by the Cook County Board of Commissioners, and amended from time to time, which has instituted a program to encourage industrial and commercial development in Cook County known as the Cook County Real Property Classification Ordinance; and

WHEREAS, the Cook County Board of Commissioners has adopted a Real Property Assessment Classification 8 which provides an applicant a reduction in the assessment level for re-occupancy of an abandoned vacant industrial or commercial facility; and

WHEREAS, Class 8 requires the approval of the Cook County Board of Commissioners and the Village of Tinley Park; and

WHEREAS, MMB Development LLC (Owner) has applied for or is applying for Class 8 property status pursuant to said aforementioned ordinance, specifically as the ordinance covers “occupation of abandoned property-special circumstances” for certain real estate located at 17200 S. Oak Park Avenue (Subject Property) in the Village of Tinley Park, Bremen Township, Cook County, Illinois, with the Property Index Numbers 28-30-301-056-1001; 28-30-301-056-1002; 28-30-301-056-1003; 28-30-301-056-1004; 28-30-301-056-1005; and 28-30-301-056-1006, and legally described in Exhibit “A” attached hereto, and has proven to this Board that the Subject Area is in need of revitalization, and,

WHEREAS, the Subject Property real estate is located in Bremen Township; has been vacant since September 26, 2011; and is certified eligible for Class 8 as one of five townships targeted by the South Suburban Tax Reactivation Pilot Program ; and

WHEREAS, MMB Development LLC intends to lease to 350 Brewing Company in the vacant Subject Property; and

WHEREAS, the granting of a Class 8 tax incentive for the Subject Property is necessary for the re-occupancy of the abandoned and vacant property, and execution of the intended project; and

WHEREAS, the commercial development planned by MMB Development LLC and 350 Brewing Company is consistent with the overall Tinley Park comprehensive plan for rehabilitation and development of this area; and

WHEREAS, MMB Development LLC has requested approval from the Village of Tinley Park and Cook County for Class 8 with Special Circumstances because “the property was abandoned for purposes of the incentive where there was no purchase for value, but the period of abandonment prior to application was 24 continuous months or greater,”

**NOW, THEREFORE, Be It Resolved** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, that:

1. The President and Board of Trustees indicate their approval to the granting of a Cook County Real Estate Classification 8 status specifically for the special assessment of “occupation of abandoned property with special circumstances” to MMB Development LLC for re-occupancy of a vacant commercial building located at 17200 S. Oak Park Avenue, Tinley Park, Bremen Township, Cook County, Illinois, PIN Numbers 28-30-301-056-1001; 28-30-301-056-1002; 28-30-301-056-1003; 28-30-301-056-1004; 28-30-301-056-1005; and 28-30-301-056-1006, and,

2. The Class 8 with Special Circumstances is hereby supported and approved by the President and Board of Trustees, and,

**BE IT FURTHER RESOLVED**, that the Village Clerk is hereby authorized and directed to forward a certified copy of this Resolution to the Offices of the Cook County Assessor, the Cook County Clerk and the Cook County Board of Commissioners.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_, by the following roll call vote:

AYES:

NAYS:

ABSENT:

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Edward J. Zabrocki  
Village President

ATTEST:

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Patrick E. Rea  
Village Clerk

**ORDINANCE NO. 2013-O-045**

**ORDINANCE AMENDING ORDINANCE NO. 2013-O-032 AND APPROVING  
REVISED LOCAL AGENCY AGREEMENT FOR JURISDICTIONAL AND  
MAINTENANCE TRANSFER OF THE OLD SECTION OF 84<sup>TH</sup> AVENUE BETWEEN  
NIELSEN DRIVE AND 183<sup>RD</sup> STREET FROM COOK COUNTY TO THE VILLAGE OF  
TINLEY PARK**

**WHEREAS**, the Village of Tinley Park and the County of Cook are entering into agreement for the transfer of jurisdiction and maintenance of the Old Section of 84<sup>th</sup> Avenue from Nielsen Drive to 183<sup>rd</sup> Street.

**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:** That Ordinance Number 2013-O-032 previously passed on August 20, 2013 be and is hereby amended by approving a revised Local Agency Agreement for Jurisdictional Transfer as provided below:

**SECTION 2:** That the Local Agency Agreement for Jurisdictional Transfer, a true and correct copy of which is attached hereto as Exhibit A, is hereby approved for the “Old Section” of 84<sup>th</sup> Avenue, from Nielsen Drive to 183<sup>rd</sup> Street as provided in **Exhibit A**, and such Agreement supercedes and amends any prior agreement regarding such jurisdictional transfer specifically including the Agreement approved by the aforesaid Ordinance Number 2013-O-032.

**SECTION 3:** That the aforesaid Old Section of 84<sup>th</sup> Avenue be and is hereby added to the municipal street system of the Village of Tinley Park even though it will not be open as a public street.

**SECTION 4:** That upon execution of such Local Agency Agreement for Jurisdictional Transfer by the Illinois Department of Transportation, this Village shall assume maintenance and jurisdiction of the Old Section of 84<sup>th</sup> Avenue from Nielsen Drive to 183<sup>rd</sup> Street in its entirety as provided in **Exhibit A**.

**SECTION 5:** The President, Village Clerk, and such other persons as the President deems necessary and appropriate, are hereby authorized to execute the Local Agency Agreement

for Jurisdictional Transfer, which is attached hereto and made a part thereof, and to take such other and further steps as may be necessary to effectuate the intent of this Ordinance.

**SECTION 6:** The Clerk of this municipality is directed to see that a certified copy of this Ordinance is attached as SUPPLEMENT #3 of said Local Agency Agreement being entered into with the County of Cook (five copies of said agreement) and return same to the County.

PASSED this \_\_\_\_\_ day of October, 2013, pursuant to a roll call vote as follows:

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

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

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

APPROVED by me this \_\_\_\_\_ day of October, 2013.

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

ATTEST:

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

RESOLUTION NO. 2013-R-048

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND THE TINLEY PARK PARK DISTRICT FOR LEASE OF VILLAGE OWNED PROPERTY (FORMER 84<sup>TH</sup> AVENUE RIGHT OF WAY SOUTH OF NIELSEN DRIVE) FOR THE PURPOSES OF A DOG PARK

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Intergovernmental Agreement with the Tinley Park Park District, 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 \_\_\_\_\_, 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.

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Village President

**ATTEST:**

---

Village Clerk

# **EXHIBIT 1**

RESOLUTION NO. 2013-R-048

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND THE TINLEY PARK DISTRICT FOR LEASE OF VILLAGE OWNED PROPERTY (FORMER 84<sup>TH</sup> AVENUE RIGHT OF WAY SOUTH OF NIELSEN DRIVE) FOR THE PURPOSES OF A DOG PARK

# Intergovernmental Lease Agreement

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THIS INTERGOVERNMENTAL LEASE AGREEMENT (the "Agreement") is made and entered into this 2 day of October, 2013, by and between the VILLAGE OF TINLEY PARK, an Illinois Municipal Corporation (herein referred to as the "Village") and the TINLEY PARK PARK DISTRICT, an Illinois Park District, (herein referred to as the "Park District"). The Village and Park District are sometimes individually referred to as "Party" and collectively referred to as the "Parties".

## WITNESSETH:

**WHEREAS**, the Village is an Illinois Municipal Corporation and Home Rule Unit of Government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois; and

**WHEREAS**, the Park District is a unit of local government as defined by Section 1 of Article VII of the 1970 Constitution of the State of Illinois and a Park District organized and existing pursuant to the provisions of the Illinois Park Code, 70 ILCS 1205/1-1 et seq.; and

**WHEREAS**, the Village is the owner of a certain parcel of real estate consisting of unused dedicated right-of-way for 84<sup>th</sup> Avenue (the "ROW"), legally described and depicted on Exhibit A attached hereto (hereinafter referred to as the "Leased Premises"); and

**WHEREAS**, the Park District desires to lease the Leased Premises from the Village and to combine it with its proposed dog park on adjacent park district land, all as approved by the Village by Ordinance Number 2013-O-030 adopted on August 20, 2013; and

**WHEREAS**, the Village and the Park District are authorized to enter into an Intergovernmental Lease Agreement for the purposes set forth in this Agreement pursuant to the provisions of Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

**NOW, THEREFORE**, in consideration of the Preliminary Statements set forth below, the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Lease of Village Property.**

The Village hereby leases to the Park District the Leased Premises in accordance with the terms of this Agreement.

**2. Term.**

The term of this Lease shall commence on November 1, 2013 (hereinafter referred to as the "Lease Commencement Date") and shall continue for an initial term of fifty (50) years. Said term

shall be automatically extended for up to five (5) additional one (1) year periods, unless either party provides one hundred twenty (120) days advance written notice of intent not to renew. Said 120 day notice may be given at any time.

**3. Condition and Use of Land.**

The Park District covenants and agrees that it has inspected the Leased Premises and that such Leased Premises is in good order and condition. Park District acknowledges and agrees that no representations, warranties (expressed or implied) or covenants with respect to the condition or maintenance of the Leased Premises have been made by the Village to the Park District. The Village makes no representation that the Leased Premises is suitable for the use intended by the Park District or for any other use or purpose. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY AND HABITABILITY ARE HEREBY EXCLUDED. District accepts use of the Leased Premises "AS-IS" and "WITH ALL FAULTS". District acknowledges that it has inspected the Leased Premises and has satisfied itself as to the adequacy thereof.

The Parties acknowledge that the Leased Premises was previously used as a public right of way and the Village has just recently received the Leased Premises through a jurisdictional transfer from the County of Cook. The Village does not have and will not provide an environmental study of the Leased Premises of any kind, but the Park District may obtain at its expense such a study for its use only.

**4. Permitted Uses.**

The Leased Premises shall be used by the Park District solely and exclusively as an integral portion of the Dog Park as depicted on Exhibit B attached hereto and shall be in full compliance with all applicable laws, rules and requirements, specifically including, but not limited to, those of the Metropolitan Water Reclamation District. The Park District shall not construct any buildings, structures, lighting or other improvements upon the Leased Premises except as may be approved, in writing, by the Village. The Park District may not make said alterations to the Leased Premises except in a manner approved in writing by the Village. All alterations to the Leased Premises approved by the Village shall be constructed pursuant to permit, in full compliance with all applicable laws, statutes, ordinances, rules and regulations, including the accessibility standards of the American's with Disability Act. The Park District shall be responsible for reimbursing the Village for any damage associated with any alterations.

**5. Rent.**

Commencing on the Lease Commencement Date and annually thereafter, the Park District shall pay to the Village fixed annual rent in the amount of \$1.00 annually.

**6. Access.**

Nothing in this Agreement shall restrict the access of any employees, officers, or agents of the Village who have a legitimate need for such access to determine District's compliance with the terms and conditions herein and/or as otherwise provided herein.

**7. Security.**

District assumes and exercises full responsibility for the security of the Leased Premises and the Dog Park during all times and activities contemplated by this Agreement. District shall provide

security for the Leased Premises and the Dog Park in the manner and to the extent it deems necessary, at its expense, provided that access by the Village is assured and not unreasonably restricted according to the provisions contained herein.

**8. Supervision.**

The District assumes and exercises full responsibility for the supervision of its employees, agents, contractors, assignees, vendors, invitees, guests, patrons, customers and attendees (collectively, "District's Agents") during the term of this Agreement. The Parties agree that Village has no duty to supervise any person or activity in connection with the District's use of the Leased Premises and the Dog Park.

**9. Utilities and Services.**

The Park District shall, at its sole cost and expense, arrange for the furnishing of all utilities and other services necessary for the Leased Premises and dog park, including but not limited to electricity, water, sewer, garbage, alarm services and covenants and shall pay for all such services. To the extent allowable under the Village's franchise with Commonwealth Edison, the Park District shall not be required to pay the cost of electricity.

The Village retains all rights and authority to come upon the Leased Premises at any time to service the existing Village water main on the west side of 84<sup>th</sup> Avenue.

**10. Maintenance, Repairs and Compliance with Laws.**

(A) The Park District shall use and occupy the Leased Premises in a safe and careful manner, and shall comply with all applicable municipal, state and federal laws and rules and regulations pertaining to the use of the Leased Premises.

(B) The Park District, at its expense, shall maintain and keep the Leased Premises in good order at all times during the Term. In addition, the Park District shall reimburse the Village for the cost of any repairs necessitated by the acts or omissions of the Park District, its invitees, employees, licensees, contractors and agents.

(C) The Park District shall perform regular snow removal upon all walkways and parking areas of the Leased Premises.

(D) The Park District shall maintain all landscaped areas in a good and sightly condition and shall perform regular lawn care and maintenance of the Leased Premises.

(E) The Park District shall not do any act nor permit any act to be done as a result of this Lease which will in any way mar, deface, alter, injure, or damage in any way, normal wear and tear excepted, any part of the Leased Premises, or any property associated therewith.

(F) The Park District shall be responsible for the payment of all costs, expenses, claims, fines, or penalties, that may arise out of the Park District's use and occupancy of the Leased Premises.

(G) Upon termination of this Lease Agreement, the Village shall conduct an inspection of the Leased Premises and shall within seven (7) days of said inspection advise the Park District of any damages to the Leased Premises. The Park District shall be responsible to pay the costs of replacement or repair for any such damages.

**11. Indemnification:**

To the fullest extent permitted by law, the Park District shall save, indemnify and hold harmless the Village, its officers, officials, employees, contractors, sub-contractors, agents and attorneys from all loss, cost and expense (including reasonable attorneys fees) as a result of the use or of the Leased Premises and/or this Lease, including, but not limited to, that arising out of any liability, or claim of liability for injury or damages to persons or property or both, sustained or claimed to have been sustained by anyone whomsoever, by reason of the operation, use or occupancy of the Leased Premises or adjoining facilities, premises, areas, or any property, (real or personal) of the Village. However, the Park District shall not be required to indemnify the Village for damages or the costs incident thereto caused by the negligence of any indemnified party. The Park District shall similarly protect, indemnify and hold and save harmless the Village against and from any and all claims, costs, causes, actions and expenses including but not limited to reasonable legal fees, incurred by reason of the Park District's breach of any of its obligations under, or the Park District's default of, any provision of this Agreement.

**12. Waiver and Discharge of Liability.**

The Village assumes no responsibility whatsoever as a result of the Park District's use and occupancy of the Leased Premises, the letting of this Lease or for any property placed in or about the Leased Premises, and the Village and its officers, officials, employees, contractors, sub-contractors, agents and attorneys are hereby expressly released and discharged from any and all liability for any loss, injury or damage to any person or property that may be sustained by reason of the use or occupancy of the Leased Premises under this Lease. The Park District shall not, however, be responsible for the negligent acts of the Village. Further, the Park District waives any claim for liability, damages, losses or refund of any sum hereunder against the Village, due to failure of utilities, or any issues in any way related to the failure of any component, service or system, within, or serving the Leased Premises due to malfunctions of any type.

**13. Insurance.**

The Park District covenants and agrees that from the Lease Commencement Date and at all times during the Lease Term, it shall maintain, at its own cost and expense, the following types of insurance for the Leased Premises:

(A) Comprehensive broad form general public liability insurance with extended coverage protecting each Party against claims for personal injury, death, and property damage occurring upon, in or about the Leased Premises, such insurance to afford protection to the limit of not less than One Million (\$1,000,000.00) Dollars and excess liability coverage in the amount of not less than Five Million (\$5,000,000.00) Dollars. The insurance coverage required by this section shall extend to any contractual liability arising out of the indemnities provided for in Section 9 herein.

(B) Broad form Property Damage insurance covering the Leased Premises, and all alterations, extensions, improvements thereto, against loss or damage by fire and the risks contemplated within the extended coverage endorsements, including sprinkler damage, vandalism,

and malicious mischief and against such other risks as shall reasonably be required by the Parties in an amount not less than the full actual replacement cost of the real property and appurtenances thereto.

(C) Workers Compensation insurance at the statutory limits and Employer's Liability with a policy limit of not less than Five Hundred Thousand (\$500,000.00) Dollars.

(D) Errors and Omissions Liability Insurance covering negligent acts, errors and omissions in its performance of professional services with policy limits of not less than Two Million (\$2,000,000.00) Dollars per claim and in the aggregate.

(E) All policies of insurance shall be issued by solvent and responsible insurance companies, licensed to do business in Illinois with a general policy holder's rating of not less than A and a financial rating of AAA as rated in the most current and available "Best's Insurance Reports", and qualified to do business in the State of Illinois.

(F) All policies, other than those for Worker's Compensation, shall be written on an occurrence and not on a claims made basis.

(G) In the event that the Park District is self-insured, member of an intergovernmental pool or provides for its risk financing by a means other than commercial insurance, those parties shall keep in force at all times during the term of this agreement, General Liability coverage specifically including bodily injury, personal injury and property damage limits of not less than \$5,000,000.00 per occurrence (subject to inflationary increases every 5 years in the sole discretion of the Village) provided on an occurrence basis and at all times specifically extending that coverage to Village, its public officials, employees, volunteers, and agents.

(H) The Village and its officers, officials, agents and employees and their successors and assigns shall be listed as additional insureds on the public general liability, property and extended coverage insurance and any excess policies. In addition, The Park District shall furnish certificates of the insurance and/or coverage in place as required herein and including a 30 day notice to the Village of cancellation or reduction in limits of any policies or self-insurance or group policy and with no provision limiting the carrier's or the group's liability for failure to give insured parties at least 30 days written notice of cancellation of any such policy to the Village. The policy and/or coverage shall also contain a "contractual liability" clause satisfactory to the Village.

#### **14. Return of Possession and Restoration**

Upon termination of this Lease, by lapse of time or otherwise, the Park District covenants and agrees that it shall yield immediate possession to the Village and restore, at its sole cost and expense, all portions of the Leased Premises to their original condition immediately preceding any work conducted during the term of this Lease, unless otherwise agreed to by the Village in writing. Except as agreed to by the Village in writing, all equipment constructed and installed by the Park District upon the Leased Premises shall remain the property of the Park District and shall be removed by the Park District, at its expense, upon the termination of this Lease Agreement. In the event that the equipment is not removed and the Leased Premises restored within three (3) months after the termination of this Lease, the Village shall have the right to remove such equipment and restore the Leased Premises to its original condition and the Park District shall reimburse the Village for its costs of restoration.

**15. Liens.**

The Park District shall not directly or indirectly create or permit to be created any lien or encumbrance upon the Leased Premises. In the event said liens have been created, the Park District shall immediately discharge as of record any such lien.

**16. Assignment.**

Neither Party shall assign or sublet the Leased Premises or any part thereof during the term of the lease without the written consent of the other Party. Any assignment or subletting agreed to shall be subject to all covenants, conditions, agreements and terms of this Agreement.

**17. Relationship Between the Parties.**

It is understood, acknowledged and agreed by the Parties that the relationship of District to the Village arising out of this Agreement shall be that of an independent contractor and the parties shall not be construed as partners or joint venturers. Neither District nor any employee or agent of District is an employee or agent of the Village for any purpose whatsoever.

**18. Environmental.**

The Park District shall not use, deposit or maintain any hazardous substances upon the Leased Premises and shall hold harmless and indemnify the Village from any and all liability, damages, causes of action, fines and penalties and attorneys fees related to the existence, migration and removal of any and all environmental contamination to the Leased Premises caused or permitted by the Park District during the term of this Agreement and any extensions thereof.

**19. No Third Party Beneficiary**

This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge; establish or impose any legal duty to any third party, other than District's indemnification and insurance obligations relative to Village and its respective officers, officials, employees, agents, successors and assigns required herein. Nothing herein shall be construed or interpreted as an express and/or implied waiver of any common law and/or statutory immunity and/or privilege of either Village or District and/or any of their respective officials, officers, volunteers, employees, agents, successors and/or assigns, as to any claim, cause, cause of action and/or liability of any kind whatsoever.

**20. Default.**

The following events shall be deemed to be events of default by Park District under this Agreement ("Event of Default"):

(A) Park District shall have failed to pay the rent or any other charge provided herein, or any portion thereof;

(B) Park District shall have failed to comply with any other provision of this Agreement;

(C) Park District abandons the Leased Premises.

(D) In the event either Party to this Agreement should fail to perform or avoid its obligations herein, the party not in breach shall provide written notice to the Party in breach setting forth the action or failure to act that constitutes the breach of this Agreement. The breaching party shall have forty-five (45) days to cure any breach.

**21. Termination for Convenience of the Parties.**

Either Party may terminate this Lease Agreement upon one hundred twenty (120) days prior notice to the other Party. Such notice of termination shall not relieve either Party of its responsibilities under the term of this Lease Agreement prior to the date of termination.

**22. Additional Representations and Warranties.**

In addition to any other representations and warranties set forth in this Agreement, each Party represents and warrants to the other as to the real property to be transferred by it as follows:

(A) Upon execution of this Agreement neither Party shall take or permit an action, whether by amendment, release, termination nor otherwise, which could cause transferring Party to be unable to carry out its obligations pursuant to the terms of this Agreement.

(B) Upon execution and delivery of a copy of this Agreement, each Party has obtained all signatures and approvals whatsoever required of said Party, and this Agreement shall then be a fully binding obligation of the each of the Parties without any additional actions or consents required.

(C) Neither Party has notice or knowledge of any litigation, arbitration, or administrative hearing before any governmental agency concerning or affecting the Park District Property or the Leased Premises, which is instituted or has been threatened.

(D) Neither Party shall take, or omit to take, any action that would have the effect of violating any of the representations, warranties, covenants, nor agreements contained in this Agreement.

**23. Limitation on Village's Damages.**

In no event shall the Village be liable to District and/or District's Agents for any consequential, incidental, special, and/or indirect damages or losses (in contract, tort and/or otherwise), including but not limited to any lost revenues in connection with this Agreement and/or any breach and/or default by the Village hereunder.

**24. Assumption of Liability.**

To the fullest extent permitted by law, District and District's Agents assume, related to business operations, all liability for claims, causes of action, and damages from any personal injury, personal loss or damages to property arising out of or attributable to use of the Leased Premises and the Dog Park by District and/or District's Agents. District and District's Agents are aware of the risks associated with use of the Leased Premises and the Dog Park and District and District Agents' voluntarily assume those risks in consideration of the lease herein granted.

**25. Headings and Captions.**

The headings and captions of the paragraphs of this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

**26. Severability.**

In the event that any paragraph, section, sentence, clause or phrase contained in this Agreement becomes or is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

**27. Notices.**

(A) Notices under this Agreement to the Park District shall be delivered as follows:

John Curran  
Director of Parks & Recreation  
Tinley Park Park District  
8125 W. 171<sup>st</sup> Street  
Tinley Park, IL 60477

(B) Notices under this *Contract to the Village* shall be delivered as follows:

Scott R. Niehaus  
Village Manager  
Village of Tinley Park  
16250 S. Oak Park Avenue  
Tinley Park, Illinois 60477

With a copy to:

Terrence M. Barnicle  
Village Attorney  
Klein, Thorpe & Jenkins, Ltd.  
20 N. Wacker Dr. - #1660  
Chicago, IL 60606

(C) All notices shall be in writing and shall be sent by courier, or by facsimile or e-mail with a copy sent by regular mail, or by certified or registered mail, return receipt requested, or by personal service. Notices sent by certified mail shall be deemed received two (2) days after mailing but considered given as of the date of mailing.

28. Miscellaneous.

(A) This Agreement constitutes the entire understanding of the Parties with respect to its subject matter, supersedes any other prior understandings which the Parties may have had or offers which it may have made, and may be amended only by written instrument executed by both Parties.

(B) All obligations of the Parties in this Agreement shall be binding upon and all rights of the Parties hereby shall inure to the benefit of the applicable successors and assigns of the respective Parties.

(C) This Lease Agreement shall not be assigned nor the Leased Premises sublet without the express written consent of the Village.

(D) The laws of the State of Illinois shall govern the validity, construction, enforcement and interpretation of this Agreement.

(E) The Parties hereto expressly agree that time is of the essence with respect to this Agreement.

(F) The Parties agree that no change or modification to this Agreement, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties, and attached to and made a part of this Agreement.

(G) The Parties agree that the titles of the Paragraphs of this Agreement, hereinabove set forth, are for convenience of identification only and shall not be considered for any other purpose.

(H) The Parties agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.

(I) This Agreement may be executed in any number of counterparts, and by the Village and District on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.

(J) Changes in the number, gender and grammar of terms and phrases herein when necessary to conform to this Agreement to the circumstances of the Parties hereto shall in all cases be assumed as though in each case fully expressed therein.

(K) Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

(L) The Village and Park District hereby waive trial by jury in any action, proceeding or counterclaim brought by one party against the other on any matter arising out of or in connection with this Agreement.

(M) In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the Village shall be entitled to recover from the Park District reasonable expenses, attorney's fees and costs.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officials this 2 day of October, 2013.

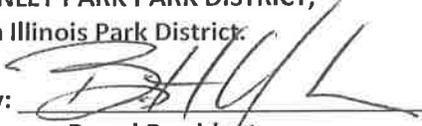
VILLAGE OF TINLEY PARK,  
an Illinois municipal corporation.

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

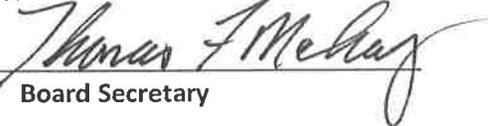
ATTEST:

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

TINLEY PARK DISTRICT,  
an Illinois Park District.

By:  \_\_\_\_\_  
Board President

ATTEST:

By:  \_\_\_\_\_  
Board Secretary

**EXHIBIT A**

**Legal Description**

## EXHIBIT A

VILLAGE OF TINLEY PARK

LEASE PARCEL

### LEGAL DESCRIPTION

That part of the Southeast Quarter and part the Southwest Quarter of Section 35, Township 36 North, Range 12 East of the Third Principal Meridian bounded and described as follows:

Commencing at the southeast corner of the Southwest Quarter of said Section 35; thence North 01 degree 44 minutes 18 seconds West along the east line of said Southwest Quarter, 383.92 feet to the northerly right of way line of the Chicago, Rock Island and Pacific Railway and the Point of Beginning; thence South 59 degrees 42 minutes 57 seconds West, along said right of way line, 550.00 feet; thence North 30 degrees 17 minutes 03 seconds West, perpendicular to the last described line, 83.01 feet to the northerly right of way line of 183rd Street as heretofore dedicated by plat recorded July 16, 1999 as document number 99680225; thence northeasterly along said right of way being a non-tangential curve convex southeasterly, having a radius of 973.00 feet, an arc length of 966.72 feet, a chord bearing of North 28 degrees 54 minutes 42 seconds East, to the southeast corner of Lot 4 in Town Pointe Multi-Family Unit 1, a subdivision of part of the Southwest Quarter of said Section 35 recorded March 11, 1998 as document number 98194139, said southeast corner being on the west right of way line of 84th Avenue as heretofore dedicated in said subdivision; thence North 01 degree 44 minutes 18 seconds West along said west right of way line of 84th Avenue, being non-tangential with the last described curve, 376.32 feet to a line drawn 50.00 feet south of and parallel with the south line of Nielsen Drive as heretofore dedicated in said Town Pointe Multi-Family Unit 1 subdivision; thence North 88 degrees 15 minutes 42 seconds East along the last described parallel line, 83.00 feet to the east line of the west 33.00 feet of the Southeast Quarter of said Section 35; thence South 01 degree 44 minutes 18 seconds East, along said east line, 200.55 feet to a point; thence South 85 degrees 51 minutes 16 seconds West 33.03 feet to the west line of the Southeast Quarter of said Section 35; thence South 01 degrees 44 minutes 18 seconds East, along said west line 782.35 feet to the Point of Beginning, in Cook County, Illinois.

Containing 3.524 acres or 153,511 square feet more or less.

**EXHIBIT B**

**Site Plan**

# EXHIBIT B

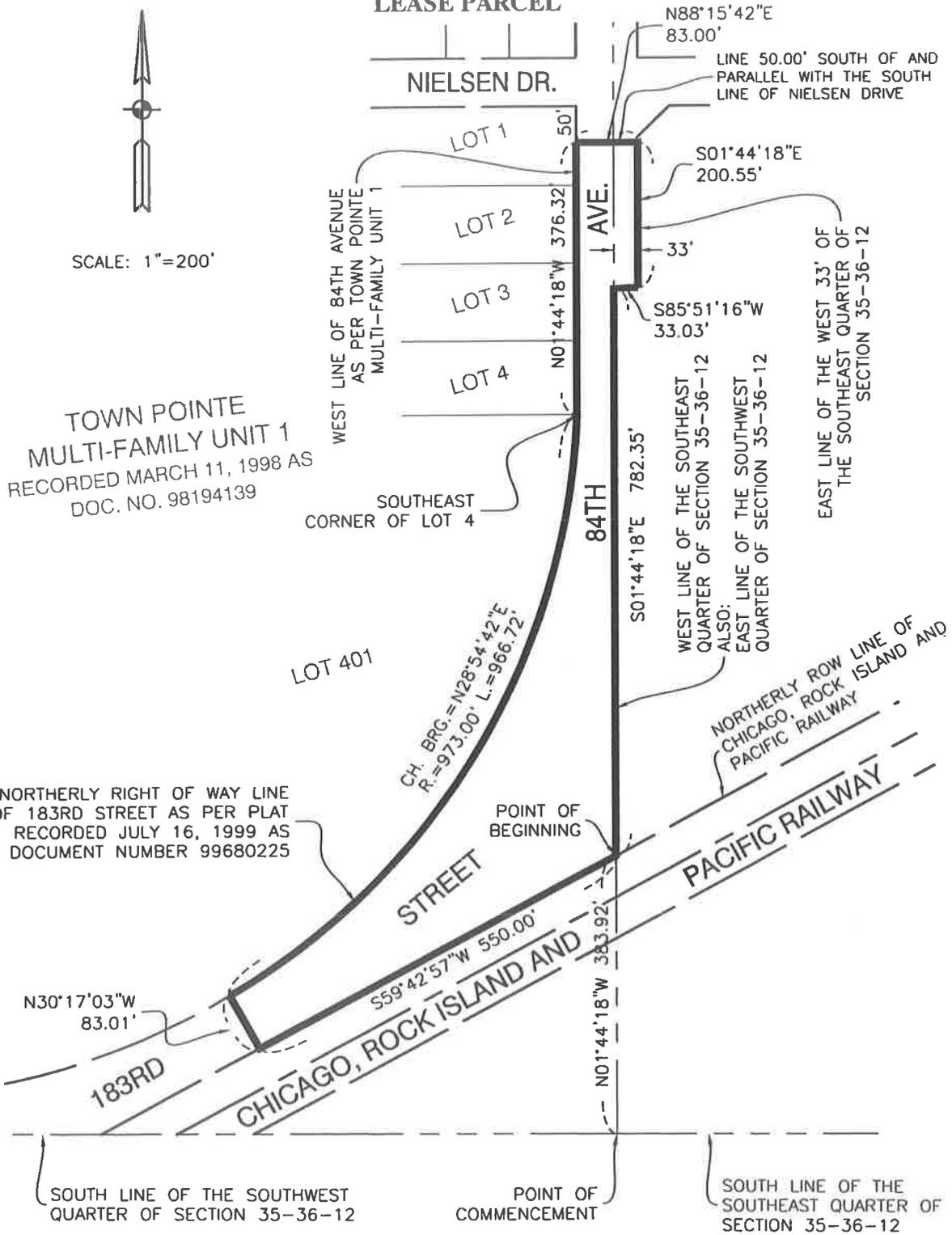
LEASE PARCEL



SCALE: 1"=200'

TOWN POINTE  
MULTI-FAMILY UNIT 1  
RECORDED MARCH 11, 1998 AS  
DOC. NO. 98194139

NORTHERLY RIGHT OF WAY LINE  
OF 183RD STREET AS PER PLAT  
RECORDED JULY 16, 1999 AS  
DOCUMENT NUMBER 99680225



TINLEY PARK  
PARK DISTRICT  
DISTRICT DOG PARK

SEAL:

**Design Perspectives**  
PERSPECTIVES IN DESIGN

1280 Iroquois Avenue  
Suite 110  
Naperville, Illinois 60563  
Telephone: (630) 428-3134  
Fax: (630) 428-3159  
www.design-perspectives.net

DATE: 7-10-2013  
JOB NO.: 12-9812  
DRAWN BY: MJA  
CHECKED BY: TJS  
DRAWING TITLE:  
**CONNECTION  
PLAN**

SHEET NO.:  
**LS-103**

IN CHARGE: MJC, P.E. BY: TJS, P.E. 07/10/13





Lighting Your Imagination

## Itemized Holiday Lighting Proposal

For  
Village of Tinley Park

Submitted on  
September 24, 2013

Holiday Lighting Proposal includes the following:

### Oak Park Avenue Train Station

- **Pre-lit Mixed Noble Garland for train station and clock tower**  
37 Pre-lit Garlands @ \$79.50 per to purchase \$2941.50
- **Pre-lit Mixed Noble 5' Wreaths for clock tower**  
4 Pre-lit Wreaths @ \$425 per to purchase \$1700.00
- Labor \$4538.50

### Zabrocki Plaza and Area

- **Clear mini-lights for 60 trees along North and South St. and the platform**  
240 50' strands @ \$19.50 per to purchase \$4680.00
- Labor \$8750.00

### Christmas Trees

- **Clear mini-lights for live tree at Oak Park Ave. and Hickory**  
25 50' strands @ \$19.50 per to purchase \$487.50
- **Decorate live tree**  
Labor \$1478.00
- **Put up and take down artificial tree**  
Labor \$5915.00

### Light Poles (150)

- **Installation and removal of garland, wreaths and rope lights on 150 poles**  
Labor \$1550.00

### Light Poles on Train Platform (34)

- **Installation and removal of rope lights on 34 poles**  
Labor \$1820.00



Lighting Your Imagination

80<sup>th</sup> Avenue Station

- **Installation and removal of four artificial six foot trees**  
Labor \$1500.00

Additional Costs

- **Rental of Lift**  
One truck for two days \$500.00

<b>Total for above material and labor</b>	<b>\$35,860.50</b>
---	--------------------

Options for second and third year: \$29,125/per year

**Standard for all mini-lights:**

Commercial grade mini lights, 20 gauge wire, 5 amp fuse

**Price includes:**

The rental of timers, roof clips, and extension cord (s).

Set-up on or before November 24<sup>st</sup>.

Take down by January 5<sup>th</sup>.

**Price does not include:**

The replacement of any bad strands of mini-lights (that will be \$19.50 per strand).

Storage of everything except village owned trees is \$750.

**Acceptance of proposal**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined below. A service charge of 1 ½ % per month will be added to all balances unpaid after 60 days from date of installation. In the event that collection costs are incurred to collect a past due balance, purchaser shall be responsible for all collection costs, including reasonable attorney's fees.

**Association Representative**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date



Lighting Your Imagination

September 30, 2013

Village of Tinley Park – Clerk's Office  
16250 South Oak Park Avenue  
Tinley Park, IL 60477

To Whom It May Concern:

Please accept the enclosed submission as our proposal for the Outdoor Holiday Lighting Installation Services you have asked for. As stated on the proposal, we will have the installation completed by November 24<sup>th</sup>, 2013 and the removal completed by January 5<sup>th</sup>, 2014.

The primary contact person for this project will be Jeff Hannah at (815) 774-9185. He is the vice-president of Outdoor Accents.

Our business is a corporation based in Joliet, Illinois, serving the entire Chicagoland area. We have been installing holiday lights for 15 years for over 500 residential customers. We have completed similar holiday lighting projects for the city of St. Charles and the city of Lockport. We have also completed commercial lighting projects that are much larger in scope than this Tinley Park project at the Calamos Investment Center in Naperville and at the Carillon Retirement Community in Romeoville.

Please call with any questions concerning this proposal.

Thank you,

Jeff Hannah  
Vice-President / owner  
Outdoor Accents, Inc.

*Distinctive Designs by...*  
*Le Deux Donnas*

**PROPOSAL**  
**VILLAGE OF TINLEY PARK TRAIN STATION HOLIDAY DECOR**

**SECTION 1.0**

Thank you for the opportunity to submit a plan to design, create and install the 2013 Holiday decorations for Tinley Park's train stations. I respectfully submit the following proposal for consideration.

**Oak Park Avenue Commuter Station**

*As the Oak Park Avenue Commuter Station is the centerpiece of Downtown Tinley and used as the primary location of the Village's community Holiday celebration and Santa's official "place", I propose a Country Christmas theme for the station celebrating the comforts of Christmas.*

**East Wing of Station: Winter Woodland Wonderland**

A raised and lighted custom four-sided viewing display will present a "Woodland Holiday" scene. The highlight of this display will feature an animated woodland creature peaking out of a hollowed log, a rotating snowman and a boy with his sled. The scene will be rounded out with pinecone garland, Alpine Trees and woodland animals.

**Southwest Wing of Station: Santa's Space**

In preparation for the community's Holiday Celebration, the southwest wing of the station will provide a beautiful setting for Santa to sit and visit with all the good boys and girls. The scene will feature Santa's chair surrounded by a plethora of inviting Holiday decor. After the weekend celebration, the scene will be modified to feature a customized mail box where children can drop off their "letters to Santa", encouraging families to return to the station and take full advantage of the café vendor's offerings.

Planter boxes in and adjacent to the approaching walkway will be adorned with coordinated Holiday arrangements.

**Rafters**

Three, eye-catching, oversized displays, coordinated with the theme, will be installed above the rafters.

### Café Area: Cozy, Comfortable Country Decor

The café area will present old-fashioned *Kissing Balls* suspended from the four chandeliers. The café décor will be supported with lighted, color-coordinated wreaths and garland. Coordinated, plaid fabric will be placed under the glass of the four, round café tables.

## **80<sup>th</sup> Avenue Train Station**

The Holiday decorations at the 80<sup>th</sup> Avenue train station will be custom-designed with a Tuscan theme to compliment the offerings of Parmesan's Station located within. Décor will be presented with a coordinated color palette of bronze, copper and champagne to complement the station. Scene layout will include:

### South and West Entrances:

Coordinated to compliment the stone archway and grand chandelier, a vignette presenting two large, white-lighted and custom-decorated pencil trees in dark oil-bronzed urns will be nestled with a lovely full-sized Santa Claus statue and placed immediately inside the west entrance in a non-traffic area.

### Balcony

Lighted garland swags adorned with coordinating holiday decor will be attached to the balustrade, flanking a decorated wreath surrounding the clock. Colored lighting will wash against the brick of the north wall behind the balcony to give depth to the vignette.

### Café Area – North Wall

Taking advantage of the open, lighted areas on the north wall of the station, four customized, 40" x 60" Holiday canvas displays, decorated in harmony with the station color scheme, will be temporarily attached to the walls. The installed up-lighting will enhance the artwork.

### Café Area – South Wall

A simple, customized Holiday silhouette will be placed above the cabinetry on the south wall to round out the décor.

### Fireplace

To provide a focal point on the east side of the station, a decorated wreath will be installed on either side of the stone fireplace. A custom wreath hook to go over the stone fireplace will be fabricated.

### West Seating Area

Eight custom floral arrangements in copper or dark oiled bronze pots will be placed on (and temporarily attached to) the area around the circular banquette seating area and the adjacent counter area.

### Deliverables – Oak Park Avenue Commuter Station

#### Rental of:

- 1 Rotating woodland animal display
- 1 Rotating snow man
- 1 Boy with sled
- 3 Alpine tree displays
- 1 - 2 Strands of pinecone garland
- Multiple Woodland animals
- 1 Platform and Floor Cover
- 1 Display surrounding Santa's seat
- 1 Custom Mail Box
- 1 Street Lamp
- 1 Holiday Tree
- 8 Planter Box Arrangements
- 4 Suspended Kissing Balls
- 1 48" decorated Wreath for Café
- 40' Lighted, decorated garland
- 4 Fabric Inserts for café tables
- 3 Oversized displays suspended in rafters

### Deliverables – 80<sup>th</sup> Avenue Commuter Station

#### Rental of:

- 2 Lighted, decorated trees in oil-bronzed urns
- 1 Life-sized Santa statue
- 36' Lighted, decorated garland
- 1 Lighted, decorated wreath (to surround clock)
- 1 Custom Floral Display (above clock)
- 4 Spotlights
- 4 Custom Holiday Art Displays
- 2 36" Custom Decorated Wreaths for Fireplace
- 1 Custom-fabricated Wreath Hook for Fireplace
- 1 Holiday Silhouette Display
- 8 Custom Floral Arrangements

## SECTION 2.0

Le Deux Donnas has been in existence since 1990 and focuses exclusively on holiday design, staging and event management. Donna L. Framke, owner and sole proprietor, is a life-long Tinley Park resident and employs many Tinley Park residents. Le Deux Donnas has provided design services for the Oak Park Avenue train station since it was built in 2003 as well as St. George Church and the Marian Center. Past clients include several commercial businesses, not-for-profit organizations and individuals supporting many private parties and fundraisers.

## SECTION 3.0

**Timeline:** Taking into consideration the schedules of the vendors, display install dates may occur as early as the weekend of November 9<sup>th</sup> through 11<sup>th</sup>. Proposed take-down will be the weekend of January 5<sup>th</sup> and 6<sup>th</sup>.

**Maintenance:** As I am a local vendor and resident, maintenance will be provided as-needed with no longer than a 24-hour turn around. If they project is awarded to Le Deux Donnas, a cell phone number will be provided.

**Cost:** The total cost for the creative design and concept development, purchase, production, installation and removal for both stations will be **\$9,989.00.** Certificate of Insurance will be provided when contract is awarded.

**Renewal:** Le Deux Donnas will guarantee a three year renewal option with a price not to exceed a 3% increase on products and services.

OPA = 6492.85  
80% = 3496.15

# Memorandum



**To:** Dale Schepers, Public Works Director

**From:** Kelly Borak, Street Superintendent

**Date:** September 12, 2013

**Subject:** Renewal of the 2013-2014 Service Contract Award: Bulk Salt, Parking lot snow removal, Cul-de-sac snow removal.

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Presented for October 1, 2013 Village Board Agenda for consideration and possible action:

Description: Public works is recommending that we extend our contracts for the following: Parking lot Snow Removal (Georges Landscape) and Cul-de-sac snow removal (Zenere Landscape Inc.) for an additional year. The snow removal contracts have the option of 2 (two) - 1 (one) year renewals. Both of these contracts were originally signed during the 2011-2012 snow season. The past year these contractors have proven to be a professional, reliable contractor with reasonable rates.

Cargill, the Village's provider for road/bulk salt has agreed to hold last year's pricing of \$52.78 per ton. However, to ensure the Village is still getting the best possible pricing, staff will have additional information provided to the committee prior to the meeting (via email). This information will include some of the salt pricing from the Village's comparable communities and cost comparisons to bulk salt pricing from the State of Illinois competitively bid joint purchasing program.

Budget / Finance: Funding is budgeted for in the FY14 Budget; Road and Bridge, CPL, Train Station, Buildings and Water & Sewer funds.

<b>Contract</b>	<b>Budget Amount</b>	<b>Funding</b>
Bulk Road Salt	\$260,000.00	FY14 Budget; Road & Bridge, CPL, Train Station, Building and Water & Sewer funds
Snow and Ice Control for Parking Lots	\$173,560.00	FY14 Budget; Road & Bridge, CPL, Train Station, Building and Water & Sewer funds
Snow Removal for Cul-de-sacs	\$166,040.00	FY14 Budget; Road & Bridge

Staff Direction Request:

1. Consider service contracts with Cargill Inc, Georges Landscape, and Zenere for FY14.
2. Direct Staff as necessary.

**RESOLUTION NUMBER 2013-R-051**

**A RESOLUTION AUTHORIZING THE SECURING OF  
SAFE DEPOSIT BOXES AND AMENDING DESIGNATION OF  
PERSON OR PERSONS TO HAVE ACCESS THEREOF**

WHEREAS, the Village of Tinley Park is desirous of securing six (6) safe deposit boxes; and

WHEREAS, said safe deposit boxes shall be secured from the First Midwest Bank Safe Deposit Department; and

WHEREAS, these safe deposit boxes are to be used by the Village Clerk for safe keeping of Village documents.

NOW, THEREFORE, BE IT RESOLVED that Patrick E. Rea, Village Clerk, Laura J. Godette, Deputy Village Clerk and Betty Calomino, Police Department Records Office Supervisor, be authorized to secure, by rental agreement from First Midwest Bank and Trust Company, six (6) safe deposit boxes and be designated to have access thereto.

PASSED this \_\_\_\_\_ Day of \_\_\_\_\_, 2013 by a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this \_\_\_\_\_ Day of \_\_\_\_\_, 2013.

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

ATTEST:

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

# MEMORANDUM



**To:** Scott Niehaus, Village Manager  
**From:** Steve Tilton, Assistant Village Manager  
**Date:** October 3, 2013  
**Re:** Illinois State Police – Lease Agreement

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## **Background**

In 2008, the Village entered into a five (5) year lease agreement with the State of Illinois for the Illinois State Police to rent approximately 3,000 square feet of the Village's Public Safety Building. The State of Illinois has notified the Village that they would like to renew the lease with the Village.

## **Highlights of Proposed Lease Agreement**

- Use of leased space will continue to be for the Illinois State Police;
- State of Illinois may not sublease the space;
- Two (2) percent increase to monthly rent (from \$1,993.48 to \$2,032.52);
- Three year lease extension; and
- Total lease value of \$73,170.72

In the original draft extension proposal received by the Village, the State of Illinois had requested that the Village install new carpeting throughout the facility, at the Village's expense. Staff recommending denying that request and the state has agreed to just having the Village budget to have the carpets cleaned as part of the 14/15 fiscal year.

## **Committee/Village Board Discussion**

1. Consider proposed lease agreement with State of Illinois;
2. Consider placement on October 15, 2013 Village Board meeting for 1<sup>st</sup> reading; and
3. Direct staff as necessary

ORDINANCE NO. 2013-O-046

ORDINANCE AUTHORIZING ENTRY INTO A LEASE WITH THE STATE OF ILLINOIS,  
DEPARTMENT OF CENTRAL MANAGEMENT SERVICES CONCERNING PROPERTY  
LOCATED AT 6825 173<sup>RD</sup> PLACE

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, desires to enter into a five year lease with the State of Illinois, Department of Central Management Services (the "Lease"), a copy of which is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that the Subject Property is no longer necessary for the use of the Village and that it is in the best interests of the Village and its residents to lease the Subject Property to the State of Illinois, Department of Central Management Services, subject to the terms and conditions contained in the Lease.

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: That the Preambles hereto are hereby made a part of, and operative provisions of, this Ordinance 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 to enter into the Lease attached as Exhibit A and made a part hereof. Any minor amendments to the Agreement made hereafter shall be subject to the approval of the Village Manager.

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

Section 4: That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

**APPROVED** by me this \_\_\_ day of \_\_\_\_\_, 2013.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

**EXHIBIT A**

**LEASE**

**INTERGOVERNMENTAL AGREEMENT  
TO UTILIZE SPACE  
IGA. No. 5562**

The parties, Village of Tinley Park, and the State of Illinois, acting by its Department of Central Management Services on behalf of the Illinois State Police, hereinafter called "State", agree to the use of the premises described herein below on the following terms and conditions.

1. **PURPOSE:** The purpose of this Agreement is to allow the State use of certain space as authorized by the 1970 Illinois Constitution, (Article VII, Section 10) and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.
2. **NOTICE:** All notices provided to be given under this Agreement shall be given by certified mail and shall be deemed received by the party designated to receive such notice three (3) days following the date of deposit in the United States Mail and addressed to the proper party, at the following address:

Village Of Tinley Park  
Attn: Steve Tilton  
16250 S. Oak Park Avenue  
Tinley Park, IL 60477  
Phone: 708 444-5000  
Fax: 708 444- 5099  
Emergency: 708 444-5300

Dept. of Central Management Services  
Manager of Transactions  
623 Stratton Office Building  
401 S. Spring Street  
Springfield, IL 62706  
Phone: 217-782-9117  
Fax: 217-557-1036

3. **PREMISES:** The Village of Tinley Park agrees to provide for use by the State certain real property consisting of approximately 2,928 square feet of office space located at 6825 173<sup>rd</sup> Place, Tinley Park, Illinois, hereinafter called "Premises".
4. **TERM:** The term of this Agreement is for thirty-six (36) months commencing November 30, 2013 and expiring November 29, 2016.
5. **HOLDOVER:** If, after expiration of the Agreement, the State retains possession of the Premises, the Agreement shall continue in full force and effect on the same terms and conditions except the Agreement shall be on a month-to-month basis until terminated.
6. **IMPROVEMENTS:** The Village of Tinley Park, at the request of the State, shall provide tenant improvements in accordance with the attached Exhibit B.
7. **RENT:** The State shall pay rent to the Village of Tinley Park in accordance with the attached Exhibit C. Rent shall be paid monthly, in arrears, subject to legislative appropriation, by State warrant. Send payment to: Village of Tinley Park, 16250 S Oak Park Avenue, Tinley Park, IL 60477.
8. **FISCAL FUNDING:** This Agreement shall be subject to termination and cancellation without penalty in any year for which the General Assembly fails to make an appropriation to pay the Rent or other obligations of the State hereunder. The Village of Tinley Park acknowledges that all obligations of the Agreement shall also immediately terminate in the event any Federal funding source, upon which the State is dependent to pay Rent or other charges under the terms of the Agreement, fails to appropriate or otherwise make available the funds required.
9. **USE OF PREMISES:** The State agrees to use the assigned property solely for the purpose of conducting State business.
10. **TERMINATION:** The State has the option to terminate this Agreement at any time by giving one hundred twenty (120) days' written notice prior to termination.

**Intergovernmental Agreement No. 5562**

**Page 2**

11. MAINTENANCE & OPERATING FEES: The Village of Tinley Park shall provide Care and Maintenance of the Premises in accordance with the attached Exhibit D.
12. MODIFICATION: State will not make any modifications to the Premises without the prior written consent of the Village of Tinley Park.
13. AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65) The Village of Tinley Park and its subcontractors shall maintain books and records relating to the performance of the Agreement and necessary to support amounts charged to the State under the Agreement. Books and records, including information stored in databases or other computer systems, shall be maintained by the Village of Tinley Park for a period of three years from the later of the date of final payment under the Agreement or completion of the Agreement, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the Procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The Village of Tinley Park and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Agreement for which adequate books and records are not available to support the purported disbursement. The Village of Tinley Park or subcontractors shall not impose a charge for audit or examination of the Village of Tinley Park books and records.
14. FREEDOM OF INFORMATION ACT: This Agreement and all related public records maintained by, provided to or required to be provided to the State, are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this Agreement.
15. CONTRACTUAL AUTHORITY: CMS, as Lessee, shall be the only State entity responsible for payment under this Agreement, unless said Agreement is also signed by the Using Agency. In that case, the Using Agency shall be the only State entity responsible for payment under the Agreement.
16. OPERATION OF PROGRAMS: The parties' respective programs and operations are to function as complete separate entities, with no overlap of authority, duties, or responsibilities other than those contained in this Agreement.
17. ASSIGNMENT: The State shall not assign or sublease its rights under this Agreement.
18. EXHIBITS: The following Exhibits are appended hereto and by reference made a part of this Agreement: Exhibit G Disclosure Statement; Standard Certifications for Intergovernmental Agreements; Exhibit I Federal Taxpayer Identification Number and IRS Form W9; Exhibit K Disclosure of Business Operations with Iran.
19. This agreement supersedes any previous or existing lease or agreement between the parties.

**Intergovernmental Agreement No. 5562**  
**Page 3**

IN WITNESS WHEREOF, the parties have caused this instrument to be made and executed by authorized parties on the dates shown below.

**LESSOR: VILLAGE OF TINLEY PARK**

Signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**STATE OF ILLINOIS, LESSEE, BY DEPARTMENT OF CENTRAL MANAGEMENT SERVICES**

Signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**STATE OF ILLINOIS, CHIEF PROCUREMENT OFFICER INTENTIONALLY OMITTED – N/A**

Official Signature: _____	Designee Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Negotiated by: Rosalind L. Cook

Date: October 3, 2013

**EXHIBIT B – IMPROVEMENTS  
IGA # 5562**

- I. **The Village of Tinley Park shall be responsible to furnish all labor and materials to complete the Work as noted below, including the cost of labor to move furniture and equipment of the Using Agency if required to complete such Work. Lessor shall, as a condition of rent, provide the following improvements to the Premises, at the Village's sole cost and expense. Work is to be completed within one month following the commencement date of this Agreement, except as otherwise noted.**
  - A. Wash/clean all interior walls.
  - B. Clean all HVAC vents.
  - C. Clean all existing carpet throughout Premises, to be completed in May 2014.

**The Lessor shall be responsible for meeting or exceeding all applicable code requirements and completing work according to all governing laws, codes, regulations, standards and policies.**

**GENERAL REQUIREMENTS:**

The Lessor shall provide all necessary Construction Documents, permits, certifications, and other documents as may be required for the purpose of any construction relating to this property in accordance with all governing federal, state and local codes, laws and regulations, standards and policies. In the absence of specific seismic design and construction standards in the local building code, the standards of the latest edition of the *Uniform Building Code* shall be met.

The Lessor shall conform to the requirements of the *Illinois Architecture Practice Act of 1989, Section 3*, which requires an Illinois Licensed Architect complete the project and seal Construction Documents unless interior alterations do not involve structural changes.

All construction must be done by mechanics or workmen skilled in their respective trades, must be done in a workmanlike manner, and present an industry standard appearance acceptable to the Using Agency.

Prevailing wages shall be included in the contracts and advertised specifications to which any public body, as defined in the *Prevailing Wage Act (820 ILCS 130)*, is a party, for the construction, reconstruction, maintenance and/or repair of public buildings or public works within the State of Illinois which requires or involves the employment of laborers, workers, mechanics and owner/operators. Minimum wages, overtime rate and fringe benefits certified by the Illinois Department of Labor shall be paid. Furthermore, the scale of prevailing wages to be paid shall be posted by contractor in a prominent and easily accessible place at the site of work.

All work must comply with the Illinois Accessibility Code, Capital Development Board, April 24, 1997, and the *Environmental Barriers Act (410 ILCS 525)*.

All work must comply with the *Americans with Disabilities Act of 1990* and all regulations promulgated pursuant thereto by the U.S. Department of Justice.

**EXHIBIT C – PAYMENT OF RENT  
IGA # 5562**

**RENT SCHEDULE**

<b>Year</b>	<b>Rent/ RSF 2,928</b>	<b>Monthly Rent</b>	<b>Annual Rent</b>
Yr 1: November 30, 2013 – November 29, 2014	\$8.33	\$2,032.52	\$24,390.24
Yr 2: November 30, 2014 – November 29, 2015	\$8.33	\$2,032.52	\$24,390.24
Yr 3: November 30, 2015 – November 29, 2016	\$8.33	\$2,032.52	\$24,390.24
		<b>Term Total:</b>	<b>\$73,170.72</b>

**HOLDOVER RENT**

If, after the expiration of the Agreement, State retains possession of the Premises, monthly Holdover Rent, paid in arrears, will be \$8.33/RSF.

**PREPAYMENT**

If this lease provides for amortized costs of any kind including but not limited to tenant improvements, which are paid for by the Lessee as a portion of rent payable to the Lessor, the Lessee shall have the option to prepay the principal amount without penalty at any time during the lease. Lessor shall within 10 days of written notice of Lessee's intent to prepay such amounts, provide the current principal balance.

**EXHIBIT D – CARE AND MAINTENANCE**  
**IGA #5562**

The State accepts the Premises as presently constituted except for non-compliance by Lessor with all applicable building, fire, and life safety codes and latent defects.

The Village of Tinley Park shall provide the State with the services stated below at the Village's sole cost and expense and in a manner consistent with those services provided by other Lessors of similar buildings of comparable age, condition, character, size, and lessee composition in the same geographic market sector.

- A. HVAC Power as required to supply heating, cooling, and ventilation to maintain the Premises at or below 78 degrees Fahrenheit during cooling season and at or above 68 degrees Fahrenheit during heating season.
- B. Non-HVAC Power as required by Lessee for all necessary fixtures and equipment.
- C. Necessary commercial grade fixtures for heating, cooling, water, electricity, plumbing, and all maintenance and repairs.
- D. Installation and maintenance of an adequate ventilating system to maintain air exchange levels in conformance with all applicable codes.
- E. Bulbs, ballasts, and all necessary replacement and repair expenses related to such lighting.
- F. Hot and cold potable water and sewer as required by Lessee.
- G. Cleaning service to keep Premises clean, healthful, and sightly, to include the provision of all required commodities, including but not limited to paper products. Refer to the attached Janitorial Services (Exhibit D-1).
- H. Scavenger service to keep Premises clean, healthful, sightly.
- I. Comprehensive extermination services to ensure Premises are pest and rodent free.
- J. ~~Elevator service where applicable, shall be provided twenty-four (24) hours/day, seven (7) days/week, including Holidays and the period during which Lessee moves into and out of the Premises. (Intentionally Omitted – N/A)~~
- K. Service and maintenance of fire extinguishers.
- L. Snow and ice removal from sidewalks and parking areas adjacent to the Premises.
- M. Maintenance of lawn and shrubs.
- N. Parking for 10 vehicles. General maintenance of parking lot. Address of parking lot: behind building – next to water tower. Parking shall be available and accessible to Lessee for Lessee's use twenty-four (24) hours per day, seven (7) days per week.
- O. Provide for surface mounted raceways or wall cavity conduit that allows Lessee to install computer and telecommunications wiring.
- P. All general maintenance and repairs not caused by Lessee's negligence.
- Q. Maintenance of and service to all Common Area Facilities, which shall include cleaning, HVAC, electrical current and illumination, repairs, replacement, and trash disposal.
- R. Operation, maintenance and monitoring of security systems.

S. Operation, maintenance and monitoring of life safety systems including fire alarms.

**UTILITIES**

Electricity shall be paid for by the Lessor.

Gas shall be paid for by the Lessor.

Water/Sewer shall be paid for by the Lessor.

**EXHIBIT D-1 - JANITORIAL SERVICES  
IGA #5562**

Work Specification List

<u>WORK ITEM AND LOCATION</u>	<u>OPERATION</u>	<u>FREQUENCY</u>
<b>OFFICE AREA:</b>		
Trash	Empty	Daily
Desks	Dust	Daily
Carpet	Vacuum	Daily
	Spot Clean	As Needed
	Shampoo	2 Times per Year
<b>BREAK AREAS/VENDING:</b>		
Floors	Vacuum & Mop with Disinfectant	Daily
Sinks	Scour & Disinfect	Daily
Countertops	Scour & Disinfect	Daily
Trash	Empty	Daily
Behind and Beneath Vending Machines & Kitchen Appliances (Refrigerator)	Vacuum & Mop with Disinfectant	Daily
<b>RESTROOMS:</b>		
Sinks	Scour & Disinfect	Daily
Urinals	Clean & Disinfect	Daily
Bowls	Clean & Disinfect	Daily
Stall Partitions	Wash Graffiti	As Needed
Floors	Mop with Disinfectant	Daily
Mirrors	Clean	Daily
Tissue	Replace	Daily
Hand Towels	Replace	Daily
Hand Soap	Replace	Daily
Trash	Empty	Daily
<b>ELEVATORS:</b>		
Walls	Wash	Daily
Tracks	Vacuum	Weekly
Carpet	Vacuum	Daily
<b>LOBBY &amp; STAIRWAY:</b>		
Floors	Dust Mop	Daily
	Damp Mop	Daily
	Buff	Weekly
	Scrub & Wax	Monthly
	Strip, Seal & Wax	As Needed
Glass Doors	Wash	Daily
Windows (Exterior)	Wash In/Out	2 Times per Year
Exterior Walk	Sweep	Daily
Light Fixtures	Cleaned	Weekly

**COMMENTS FROM  
BOARD AND STAFF**

**COMMENTS FROM  
THE PUBLIC**

# **ADJOURNMENT**