

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 DECEMBER 17, 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. REQUEST FROM AUTISM SPEAKS TO CONDUCT A FUNDRAISER ON SATURDAY, MAY 10, 2013 AT CERTAIN INTERSECTIONS THROUHOUT THE VILLAGE.
- B. PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$ 846,852.57 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED DECEMBER 20, DECEMBER 27, 2013 AND JANUARY 3, 2014.

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

COMMENTS:

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**ITEM # 4**

SUBJECT: CONSIDER ORDINANCE NUMBER 2013-O-060 AMENDING CHAPTER 132 OF TITLE XIII OF THE TINLEY PARK MUNICIPAL CODE – VIDEO GAMING – **Trustee Seaman**

ACTION: Discussion: This Ordinance would amend the Village Code to allow video gaming machines in Tinley Park in accordance with State Statutes. If adopted, establishments that have a liquor license which allows for consumption of alcohol on the premises will be permitted to license up to five (5) machines per establishment. However, no one under the age of 21 will be permitted to gamble. At present, there are over fifty (50) locations within the Village that meet the criteria for video gaming devices. For each machine that is installed, the Village of Tinley Park will receive 5% of the revenue and the local business owner will receive 35%. A conservative estimate of revenue to be generated for the Village is between \$180,000 and \$300,000 per year. This includes a proposed license fee per machine per year of \$1,000. If approved, it would take approximately six to nine months for local establishments to get licensed and install the machines. All licensing and background checks will be conducted by the State of Illinois and are not the responsibility of the Village of Tinley Park. This item was discussed at the Committee of the Whole meeting held on December 10, 2013. **This Ordinance is eligible for adoption.**

COMMENTS:

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**ITEM # 5**

**SUBJECT:** CONSIDER RESOLUTION NUMBER 2013-R-062 AUTHORIZING A FAÇADE IMPROVEMENT AGREEMENT FOR THE PROPERTY LOCATED AT 16910 SOUTH OAK PARK AVENUE (JAL MIDWEST INC.) – **Trustee Seaman**

**ACTION:** Discussion: As part of the expansion and remodeling project for JAL Midwest Inc., the Mainstreet Commission has recommended approval of an incentive for 16910 South Oak Park Avenue for one-half of the approved façade improvements, not to exceed \$20,000. The mixed use project will include remodeling of the existing 2,700 square foot facility, a 1,400 square foot expansion, and a new façade. Completion is expected by late 2014. The façade is estimated to cost \$46,000. The Façade Improvement Grant is not payable until completion of the project and accordingly will be included in the FY 2015 Budget. The project has been approved by the Plan Commission and the Village Board. The Façade Improvement Grant was discussed and recommended for approval by the Main Street Commission on November 20, 2013, and by the Finance and Economic Development Committee on December 10, 2013. **This Resolution is eligible for adoption.**

**COMMENTS:**

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**ITEM # 6**

SUBJECT: CONSIDER ORDINANCE NUMBER 2013-O-061 AUTHORIZING A PARKING LOT LEASE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE UNITED METHODIST CHURCH OF TINLEY PARK - **Trustee Seaman**

ACTION: Discussion: This agreement between the Village of Tinley Park and the United Methodist Church is for the lease of a portion of the Church’s parking lot to be used for commuter parking (45 spaces out of 55). The Village shall have the right to provide parking to the general public upon said lot from Monday through Friday and Saturday until 12:00 p.m. This agreement shall be for a period of three (3) years, commencing on January 8, 2014, and terminating on January 7, 2017. The lease may be terminated upon thirty (30) days notice to the other party. The Village shall make rental payments of \$1,200 per month. The Village would be responsible for general maintenance of the parking lot including striping, signage, lighting and snow plowing. The Church would be responsible for parking lot paving, patching and crack sealing. This lease relationship has been in force for more than thirty (30) years and has been mutually beneficial to the Village and the Church. The lot services the needs of the Metra commuters as well as providing additional commercial business parking after 10:30 am during non church hours. This item was discussed at the Joint Finance and Economic Development and Budget, Audit and Administration Committee meeting held on December 10, 2013 and recommended for approval. **This Ordinance is eligible for adoption.**

COMMENTS:

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**ITEM # 7**

**SUBJECT:** CONSIDER RESOLUTION NUMBER 2013-R-061 (IDOT RESOLUTION 14-00000-01-GM) AUTHORIZING AN APPROPRIATION OF UP TO \$3,400,000 FOR THE 2014 PAVEMENT MANAGEMENT PROGRAM – **Trustee Staunton**

**ACTION:** Discussion: This Resolution between the Village of Tinley Park and the Illinois Department of Transportation would authorize the appropriation of up to \$3,400,000 for the purpose of maintaining streets and highways under the applicable provision of the Illinois Code from January 1, 2014 to December 31, 2014. This amount represents the projected maximum total expenditures for roadway resurfacing and maintenance under the Pavement Management Program (which is paid from MFT funds controlled by the State). Actual expenditures under this resolution will be subject to the amount of funds available. Passage of this resolution will allow the Village to competitively bid the project prior to construction season in an effort to obtain the best possible unit pricing. This item was discussed and recommended at the Public Works Committee meeting held on October 28, 2013 as well as the Special Committee of the Whole meeting held on November 13, 2013 and recommended for approval. **This Resolution is eligible for adoption.**

**COMMENTS:**

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**ITEM # 8**

SUBJECT: CONSIDER A PROFESSIONAL SERVICES AGREEMENT WITH ROBINSON ENGINEERING FOR ENGINEERING SERVICES RELATED TO THE 2014 PAVEMENT MANAGEMENT PROGRAM – **Trustee Staunton**

ACTION: Discussion: This agreement between the Village of Tinley Park and Robinson Engineering would include preliminary design engineering and field inspections for the 2014 Pavement Management Program (PMP). Final costs for this agreement will be based on a percentage basis of the PMP awarded contract amount (4% for design and 6% for construction observation). The cost of this professional service agreement would be in a not to exceed amount of \$340,000, which is 10% of the appropriation for the PMP contract. This amount is the project’s the maximum total of expenditures for the PMP. The project will be competitively bid in an effort to obtain the best possible unit pricing after that time, the scope of the PMP program may be adjusted downward. As such, the engineering fee represents the maximum total and may be reduced at a future date. This item was discussed and recommended at the Public Works Committee meeting held on October 28, 2013 as well as the Special Committee of the Whole meeting held on November 13, 2013 and recommended for approval. **Consider approving Professional Services Agreement with Robinson Engineering for the engineering related to the 2014 Pavement Management Program in a not to exceed cost of \$ 340,000.**

COMMENTS:

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**ITEM # 9**

**SUBJECT:** CONSIDER RESOLUTION NUMBER 2013-R-063 AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION – COMPLETE STREET IMPROVEMENT ON OAK PARK AVENUE FROM SOUTH STREET TO 183<sup>RD</sup> STREET – **Trustee Staunton**

**ACTION:** Discussion: The Village of Tinley Park has been selected to receive Surface Transportation Project (STP) funding for a street resurfacing/complete street modification to Oak Park Avenue from South Street to 183<sup>rd</sup> Street. This agreement would provide for federal funding through the Congestion Mediation Air Quality (CMAQ) program providing 80% federal funding rather than the usual 70% funding. The scope of work includes roadway resurfacing, sidewalk, walking path and bike path installations. This work would encompass 1.15 miles of three lanes of pavement.

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

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

The estimated cost of the project is \$930,000. The Village is required to fund 20% of the project costs, or approximately \$186,000. It is not expected that construction on this project will begin until spring 2014; therefore, funding for the Village’s portion of the project should be included in the proposed FY 2015 budget. The IDOT letting for this project is expected to be held on February 28, 2014 with the Village local share commitment not expected until May 2014. This item was discussed at the Public Works Committee meeting held on October 28, 2013 and the Special Committee of the Whole on November 13, 2013. **This Resolution is eligible for adoption.**

COMMENTS:

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**ITEM # 10**

**SUBJECT:** CONSIDER APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH ROBINSON ENGINEERING FOR CONSTRUCTION ENGINEERING SERVICES RELATED TO A COMPLETE STREET IMPROVEMENT OF OAK PARK AVENUE FROM SOUTH STREET TO 183<sup>RD</sup> STREET – **Trustee Staunton**

**ACTION:** Discussion: The Village of Tinley Park has been selected to receive Surface Transportation Project (STP) funding for a street resurfacing/complete street modification to Oak Park Avenue from South Street to 183rd Street. The scope of work includes roadway resurfacing, sidewalk, walking path and bike path installation along Oak Park Avenue from South Street to 183rd Street. This work would encompass 1.15 miles of three lanes of pavement. Benefits of receiving these funds include:

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

The estimated cost of the project is \$930,000. The Village is required to fund 20% of the project costs. The proposed contract would authorize the Village Engineer to provide the construction engineering services related to this improvement at a not to exceed cost of \$50,000, of this amount the Village will receive \$40,000 through the CMAQ grant. It is not expected that construction on this project will begin until Spring 2014; therefore, funding for the Village’s portion of the project should be included in the proposed FY 2015 budget. This item was discussed at the Public Works Committee meeting held on October 28, 2013 and the Special Committee of the Whole on November 13, 2013. **Consider approving a Professional Services agreement with Robinson Engineering for construction engineering services related to the STP Funding of the Oak Park Avenue Resurfacing at a not to exceed cost of \$50,000.**

**COMMENTS:**

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**ITEM # 11**

SUBJECT: CONSIDER ORDINANCE NUMBER 2013-O-059 ADOPTING A PERSONNEL MANUAL FOR THE VILLAGE OF TINLEY PARK AND REPEALING ANY PRIOR EMPLOYEE OR PERSONNEL MANUALS - **Trustee Leoni**

ACTION: Discussion - The Village of Tinley Park provides its employees with a personnel manual which includes information about the Village policies and benefits. This manual was last updated in 2011. Since that time there have been new State and Federal laws that have been adopted as well as amendments to previously adopted laws. In addition, the Village has instituted new policies and benefits since the last update of the personnel manual. As such, Village Staff and the Village Attorney have updated the personnel manual to reflect the necessary changes. The updated personnel manual, which will be available to all employees, will provide them with information on policies, procedures and benefits they are eligible for. Training sessions will be held for each department to educate employees on the changes in the manual. The manual was reviewed by the Budget, Audit and Administration Committee on December 3, 2013, and recommended for approval. **This Ordinance is eligible for adoption.**

COMMENTS:

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**ITEM # 12**

SUBJECT: CONSIDER RESOLUTION NUMBER 2014-R-001 RECOGNIZING THE SIGNIFICANT ACCOMPLISHMENTS OF SCOTT R. NIEHAUS, VILLAGE MANAGER WISHING HIM A FOND FAREWELL AS HE BEGINS HIS NEW CHALLENGES – **President Pro Tem Leoni**

ACTION: Discussion – This Resolution recognizes Village Manager, Scott R. Niehaus on his fifteen years of service and wishes Mr. Niehaus a fond farewell. **If first reading is waived this Resolution is eligible for adoption.**

COMMENTS:

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**ITEM # 13**

SUBJECT: RECEIVE COMMENTS FROM THE BOARD AND STAFF

COMMENTS:

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**ITEM # 14**

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC

COMMENTS:

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**ITEM # 15**

ADJOURNMENT

**MINUTES OF THE BOARD OF TRUSTEES,  
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,  
ILLINOIS, HELD DECEMBER 17, 2013**

The regular meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Municipal Building on December 17, 2013, called this meeting to order at 8:00 p.m. and led the Board and audience in the Pledge of Allegiance.

Present and responding to roll call were the following:

Village President Pro Tem:	Patricia A. Leoni
Village Clerk:	Patrick E. Rea
Trustees:	David G. Seaman Gregory J. Hannon Brian S. Maher Thomas J. Staunton, Jr. T.J. Grady
Absent	
Village President:	Edward J. Zabrocki
Also Present:	
Village Manager:	Scott R. Niehaus
Village Attorney:	Thomas M. Melody
Village Engineer:	Jennifer S. Prinz

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

Motion was made by Trustee Hannon, seconded by Trustee Staunton, Jr., to approve and place on file the minutes of the regular Village Board meeting held on December 3, 2013. Vote by voice call. President Pro Tem Leoni declared the motion carried.

President Pro Tem Leoni presented the following consent agenda items:

- A. CONSIDER A PROCLAMATION RECOGNIZING NICHOLAS PAVLIK ON ATTAINING THE RANK OF EAGLE SCOUT.
- B. REQUEST PAYMENT TO DEVELOPER'S SURETY AND INDEMNITY COMPANY IN THE AMOUNT OF \$415,112.92 FOR CONSTRUCTION SERVICES AT THE 80TH AVENUE TRAIN STATION TO BE PAID FROM THE SURTAX CAPITAL PROJECTS FUND.
- C. REQUEST PAYMENT TO PROJECT MANAGEMENT ADVISORS, INC. IN THE AMOUNT OF \$1,297.50 FOR CONSTRUCTION SERVICES AT

THE 80TH AVENUE TRAIN STATION TO BE PAID FROM THE SURTAX CAPITAL PROJECTS FUND.

- D. PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$1,985,456.51 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED DECEMBER 6, AND DECEMBER 13, 2013.

Motion was made by Trustee Grady, 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 Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Staunton, Jr., seconded by Trustee Seaman, to APPOINT DAVID GALATI TO THE POSITION OF PUBLIC WORKS FOREMAN. With the appointment of John Urbanski to the position of Facilities and Fleet Superintendent earlier this year, a vacancy was created in the Facilities and Fleet Foreman position. The Village advertised the foreman position to both internal and external candidates and received 22 applications for the position. Interviews with eight (8) candidates were conducted. Upon completion of the interviews, it was recommended that David Galati be appointed to the foreman position. Mr. Galati has worked with the Village since 2005 in a position of maintenance worker and has several specialized skill sets and certifications. If approved, this promotion will be effective on December 18, 2013. President Pro Tem Leoni asked if anyone cared to address the Board. No one came forward. Vote by voice call. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Maher, seconded by Trustee Hannon, to APPOINT LORI MASON TO THE POSITION OF DEPUTY POLICE CHIEF. With the retirement of Deputy Chief McCain on October 27, 2013, a vacancy was created in the Operations Deputy Chief position. Interviews were conducted with all sergeants interested in the Deputy Chief position. It is recommended that Lori Mason be appointed Deputy Chief. Sergeant Mason joined the department in 1987 and is a 27 year member of the department. Sergeant Mason has served in numerous assignments throughout her career. She is a Certified Crime Analyst and Field Training Supervisor, master Firearms Instructor, and a graduate of Northwestern University Center for Public Safety School of Police Staff and Command. Her most recent assignments have been that of Administrative Sergeant, and Operations Supervisor for the First Midwest Bank Amphitheater. If approved, this promotion will be effective on December 18, 2013. President Pro Tem Leoni asked if anyone cared to address the Board. No one came forward. Vote by voice call. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Hannon, seconded by Trustee Seaman, to adopt and place on file ORDINANCE NUMBER 2013-O-058 GRANTING A SPECIAL USE PERMIT FOR CERTAIN PROPERTY LOCATED AT 6800-6806 183RD STREET & 18250-18260 SOUTH OAK PARK AVENUE – CREATION OF A MIXED-USE STRUCTURE (OAK PARK REALTY, LTD – MACK COMPANIES). Discussion: On November 21, 2013, the Plan Commission granted site plan approval to allow the Petitioner – Mack Companies – to renovate the subject property located at the northwest corner of 183rd and Oak Park Avenue to better conform to the standards set forth in the Village’s Legacy Code. The Petitioner also seeks to reconfigure the interior of the building to accommodate one (1) residential unit within the

northwest corner of the structure. The subject property is located in the Neighborhood Flex (NF) Character District, and the conversion of an existing commercial building on a Heritage Site into a mixed-use structure requires a Special Use Permit (Section XII.3 – Table 3.A.2). Consideration of this request is based upon the Petitioner’s willingness to make substantial improvements to the entire property and its multiple structures under common ownership, including:

1. Connecting the two (2) existing buildings with a sprinkler room to contain a new fire suppression system and alarm notification system serving the entire site;
2. Increasing the height of the existing parapet walls and repainting the existing brick to enhance the architecture of the buildings;
3. Placing new awnings and decorative gooseneck lighting on the front facades;
4. Installing five (5) new landscape islands and three (3) new pole lights in the parking lot;
5. Adding landscaping in the public right-of-way and along the perimeter of the property;
6. Meets all building and comprehensive code requirements; and
7. Exceeds all commercial parking requirements.

A Public Hearing was held by the Plan Commission on November 21, 2013, and the Special Use Permit was recommended for approval on an 8-0-0 vote with the condition that the Landscape Plan is approved by Village Staff and a Plat of Consolidation be finalized prior to the issuance of any building permits. President Pro Tem Leoni noted that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: None. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Grady, to adopt and place on file RESOLUTION 2013-R-060 AUTHORIZING THE EXECUTION OF AN INDUCEMENT AGREEMENT FOR CHRYSLER GROUP REALTY COMPANY LLC. This inducement agreement between the Village of Tinley Park and Chrysler Group Realty Company LLC (Chrysler) is associated with the planned new combined Chrysler Jeep Dodge Ram dealership at 8325 and 8355 West 159th Street in Tinley Park. This project is estimated to cost at least \$13 million. But for the incentive, the project will not be completed. The project is anticipated to result in at least \$60 million in new annual taxable sales, provide 115 jobs, and will conform to all Village codes and ordinances, including landscaping and signage requirements. Net new property tax revenue from the project is estimated to be at least \$1.7 million over 10 years, including \$1.1 million for School Districts 140 and 230. This incentive is based on new incremental sales generated by the dealership, whereby the Village would receive 100 percent of the first \$287,000 in Village sales tax revenue per year, and Chrysler would receive 49 percent of the Village sales tax revenue in excess of \$287,000 each year for up to 10 years. The maximum incentive amount would be \$3 million and is not guaranteed. This incentive meets the

specifications identified in the Village of Tinley Park Incentive Policy. This agreement was recommended for approval by the Economic and Commercial Commission and by the Finance and Economic Development Committee at a meeting held on November 5, 2013. President Pro Tem Leoni noted that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: None. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Hannon, to adopt and place on file ORDINANCE NUMBER 2013-O-048 LEVYING TAXES FOR CORPORATE PURPOSES FOR THE VILLAGE OF TINLEY PARK FOR THE CURRENT FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY 2013, AND ENDING ON THE THIRTIETH DAY OF APRIL 2014. The property tax levy request for 2013 will be set at \$25,541,964. This represents a 0% increase over the previous year's extension in total dollars. This levy amount is net of the abatements of debt service considered in Ordinances 2013-O-049 through 2013-O-054 in a total amount of \$5,707,000. If these funds were not abated, the total required levy would be \$31,248,964 and would represent an increase of 22%. The Village of Tinley Park portion of the levy amounts to \$19,980,020. This amount is \$339,660 lower than the Village's traditional levy formula would permit. The Tinley Park Public Library portion of the levy amounts to \$5,561,944 and is also unchanged from the prior year. Since the levy increase is less than 5% of the prior year's extended levy, a Truth in Taxation notice (Black Box) and Public Hearing are not required. The amount of the levy was reviewed and determined at a Committee of the Whole meeting held on November 13, 2013. The Library Levy request was approved at the Library Board meeting held on October 23, 2013. President Pro Tem Leoni noted that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: None. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Maher, to adopt and place on file ORDINANCE NUMBER 2013-O-049 ABATING ALL OF THE 2013 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED APRIL 10, 2008, IN CONNECTION WITH THE ISSUANCE OF \$5,005,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2008, OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS. The 2013 tax levy requirements for this bond issue is established at \$602,400 and the Village is in a position to abate the entire amount of this levy from funds in the Oak Park Avenue (Convention Center) Tax Incremental Financing District Fund. President Pro Tem Leoni noted that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None Absent: None. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Hannon, to adopt and place on file ORDINANCE NUMBER 2013-O-050 ABATING A PORTION OF THE 2013 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED MARCH 3, 2009, IN CONNECTION WITH THE ISSUANCE OF \$10,235,000 GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2009, OF THE VILLAGE OF

TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS. The 2013 tax levy for this bond issue is established at \$962,745 and the Village is in a position to abate \$612,745 of this levy with \$318,843 derived from the Village's Water and Sewer Revenue Fund, \$185,964 from the Tax/Bond Stabilization Fund, and \$107,938 from the Surtax Capital Projects Fund. The net levy for this bond issue will be \$350,000. President Pro Tem Leoni noted that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: None. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Hannon, to adopt and place on file ORDINANCE NUMBER 2013-O-051 AN ORDINANCE ABATING ALL OF THE 2013 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED DECEMBER 16, 2009, IN CONNECTION WITH THE ISSUANCE OF \$16,380,000 TAXABLE GENERAL OBLIGATION BONDS, SERIES 2009A (BUILD AMERICA BONDS - DIRECT PAYMENT) OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS. The 2013 tax levy requirements for this bond issue is established at \$2,577,855 and the Village is in a position to abate the entire amount of this levy from funds in the Oak Park Avenue (Convention Center) Tax Incremental Financing District Fund (\$2,473,606) in combination with the 35% Build America Bond Credit Payment expected to be received from the United States Treasury (\$104,249). If the Federal Government reduces the amount of the interest subsidy, the short fall will also be provided from the TIF funds. The annual levy requirement provided in the Bond Order is the gross debt service before reduction for the Build America Bond Credit Payment authorized under the American Recovery and Reinvestment Act (ARRA – also known as the Stimulus Package). President Pro Tem Leoni noted that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: None. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Grady, to place on first reading ORDINANCE NUMBER 2013-O-052 ABATING A PORTION OF THE 2013 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED AUGUST 16, 2011, IN CONNECTION WITH THE ISSUANCE OF \$5,940,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011, OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS. The 2013 tax levy for this bond issue is established at \$676,500 and the Village is in a position to abate \$150,000 of this levy from the Village's Surtax Capital Projects Fund. The net levy will be \$526,500 for this bond issue. President Pro Tem Leoni noted that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: None. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Hannon, to adopt and place on file ORDINANCE NUMBER 2013-O-053 ABATING ALL OF THE 2013 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED JANUARY 26, 2012, IN CONNECTION WITH THE ISSUANCE OF \$5,235,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012 OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS. The 2013 tax levy for this bond issue is established at \$841,400

and the Village is in a position to abate the entire amount of this levy with \$423,224 derived from the Village’s Water and Sewer Revenue Fund, \$252,420 from the Storm Water Management Fund and \$165,756 from the Surtax Capital Projects Fund. President Pro Tem Leoni noted that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: None. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Hannon, to adopt and place on file ORDINANCE NUMBER 2013-O-054 AN ORDINANCE ABATING ALL OF THE 2013 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED JUNE 5, 2013, IN CONNECTION WITH THE ISSUANCE OF \$11,340,000 GENERAL OBLIGATION BONDS, SERIES 2013, OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS. The 2013 tax levy requirements for this bond issue are established at \$922,600 and the Village is in a position to abate the entire amount of this levy from the following sources and amounts:

Hotel/Motel Tax Fund/Oak Park Avenue TIF	\$369,040.00
Surtax Capital Projects Fund	\$395,371.00
Water & Sewer Fund	\$131,793.41
Stormwater Management Fund	\$ 16,486.87
Main Street South TIF	\$ 9,908.72

President Pro Tem Leoni noted that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: None. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Grady, to authorize the Village Attorney to draft ORDINANCE NUMBER 2013-O-060 AMENDING CHAPTER 132 OF TITLE XIII OF THE TINLEY PARK MUNICIPAL CODE – VIDEO GAMING. This Ordinance would amend the Village Code to allow video gaming machines in Tinley Park in accordance with State Statutes. If adopted, establishments that have a liquor license which allows for consumption of alcohol on the premises will be permitted to license up to five (5) machines per establishment. However, no one under the age of 21 will be permitted to gamble. At present, there are over fifty (50) locations within the Village that meet the criteria for video gaming devices. For each machine that is installed, the Village of Tinley Park will receive 5% of the revenue and the local business owner will receive 35%. A conservative estimate of revenue to be generated for the Village is between \$180,000 and \$300,000 per year. This includes a proposed license fee per machine per year of \$1,000. If approved, it would take approximately six to nine months for local establishments to get licensed and install the machines. All licensing and background checks will be conducted by the State of Illinois and are not the responsibility of the Village of Tinley Park. This item was discussed at the Committee of the Whole meeting held on December 10, 2013. President Pro Tem Leoni asked if anyone cared to address the Board. No one came forward. Vote by voice call. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Maher, to place on first reading RESOLUTION NUMBER 2013-R-062 AUTHORIZING A FAÇADE IMPROVEMENT AGREEMENT FOR THE PROPERTY LOCATED AT 16910 SOUTH OAK PARK AVENUE (JAL MIDWEST INC.). As part of the expansion and remodeling project for JAL Midwest Inc., the Mainstreet Commission has recommended approval of an incentive for 16910 South Oak Park Avenue for one-half of the approved façade improvements, not to exceed \$20,000. The total mixed use project being developed will include remodeling of the existing 2,700 square foot facility, a 1,400 square foot expansion, and a new façade. Completion is expected by late 2014. The façade is estimated to cost \$46,000. The Façade Improvement Grant is not payable until completion of the project and accordingly will be included in the FY 2015 Budget. The project has been approved by the Plan Commission and the Village Board. The Façade Improvement Grant was discussed and recommended for approval by the Main Street Commission on November 20, 2013, and by the Finance and Economic Development Committee on December 10, 2013, where it was recommended for approval. President Pro Tem Leoni asked if anyone cared to address the Board. No one came forward. Vote by voice call. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Staunton, Jr., to place on first reading ORDINANCE NUMBER 2013-O-061 AUTHORIZING A PARKING LOT LEASE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE UNITED METHODIST CHURCH OF TINLEY PARK. This agreement between the Village of Tinley Park and the United Methodist Church is for the lease of a portion of the church's parking lot to be used for commuter parking (45 spaces out of 55). The Village shall have the right to provide parking to the general public upon said lot from Monday through Friday and Saturday until 12:00 p.m. This agreement shall be for a period of three (3) years, commencing on January 8, 2014, and terminating on January 8, 2017. The lease may be terminated upon thirty (30) days notice to the other party. The Village shall make rental payments of \$1,200 per month. The Village would be responsible for general maintenance of the parking lot including striping, signage, lighting and snow plowing. The church would be responsible for parking lot paving, patching and crack sealing. This lease relationship has been in force for more than thirty (30) years and has been mutually beneficial to the Village and church. The lot services the needs of the Metra commuters as well as providing additional commercial business parking after 10:30 am during non-church hours. This item was discussed at the Joint Finance and Economic Development and Budget, Audit and Administration Committee meeting held on December 10, 2013, and recommended for approval. President Pro Tem Leoni noted that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: None. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Staunton, Jr., seconded by Trustee Hannon, to adopt and place on file RESOLUTION NUMBER 2013-R-057 AUTHORIZING THE PERMITTING STANDARDS FOR WORK PERFORMED IN STATE RIGHTS OF WAY. The Illinois Department of Transportation requires that any person, firm or corporation desiring to do work in State maintained rights of way (R.O.W.) must first obtain a written permit from the Illinois Department of Transportation. In addition, a surety bond is typically required with the permit application to ensure work is performed to State standards. However, for work in State R.O.W.

that is performed by employees of municipalities, a resolution may be adopted in lieu of the surety bond. This Resolution states that all work in the State R.O.W. shall meet the applicable State standards. This Resolution must be adopted by the Village every two (2) years. The Village Attorney has reviewed the resolution and found it to be acceptable. President Pro Tem Leoni noted that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: None. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Staunton, Jr., seconded by Trustee Hannon, to accept a UTILITY EASEMENT FROM AMERICAN CHARTERED BANK. As part of the LaGrange Road (US 45) reconstruction project, it is necessary for the Village to relocate approximately 1,200 feet of Village water main adjacent to LaGrange Road. A portion of this relocation will take place on property owned by American Chartered Bank. The proposed agreement will grant the Village a 20 foot utility easement necessary for the relocation of the water main. Relocation of the Village's water main was discussed at the September 3, 2013, Public Works Committee meeting and recommended for approval. President Pro Tem Leoni noted that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: None. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Staunton, Jr., seconded by Trustee Hannon, to place on first reading RESOLUTION NUMBER 2013-R-061 (IDOT RESOLUTION 14-00000-01-GM) AUTHORIZING AN APPROPRIATION OF UP TO \$3,400,000 FOR THE 2014 PAVEMENT MANAGEMENT PROGRAM. This Resolution between the Village of Tinley Park and the Illinois Department of Transportation would authorize the appropriation of up to \$3,400,000 for the purpose of maintaining streets and highways under the applicable provision of the Illinois Code from January 1, 2014, to December 31, 2014. This amount represents the projected maximum total expenditures for roadway resurfacing and maintenance under the Pavement Management Program (which is paid from MFT funds controlled by the State). Actual expenditures under this resolution will be subject to the amount of funds available. Passage of this resolution will allow the Village to competitively bid the project prior to construction season in an effort to obtain the best possible unit pricing. This item was discussed and recommended at the Public Works Committee meeting held on October 28, 2013 as well as the Special Committee of the Whole meeting held on November 13, 2013 and recommended for approval. President Pro Tem Leoni asked if anyone cared to address the Board. No one came forward. Vote by voice call. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Staunton, Jr., seconded by Trustee Hannon, to place on first reading RESOLUTION NUMBER 2013-R-063 AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION – COMPLETE STREET IMPROVEMENT ON OAK PARK AVENUE FROM SOUTH STREET TO 183<sup>RD</sup> STREET. The Village of Tinley Park has been selected to receive Surface Transportation Project (STP) funding for a street resurfacing/complete street modification to Oak Park Avenue from South Street to 183<sup>rd</sup> Street. This agreement would provide for federal funding through the Congestion Mitigation Air Quality (CMAQ) program providing 80% federal funding rather than

the usual 70% funding. The scope of work includes roadway resurfacing, sidewalk, walking path and bike path installations. This work would encompass 1.15 miles of three lanes of pavement.

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

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

The estimated cost of the project is \$930,000. The Village is required to fund 20% of the project costs, or approximately \$186,000. It is not expected that construction on this project will begin until Spring 2014; therefore, funding for the Village's portion of the project should be included in the proposed FY 2015 budget. The IDOT letting for this project is expected to be held on February 28, 2014, with the Village's local share commitment not expected until May 2014. This item was discussed at the Public Works Committee meeting held on October 28, 2013, and the Special Committee of the Whole meeting on November 13, 2013. President Pro Tem Leoni asked if anyone cared to address the Board. No one came forward. Vote by voice call. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Staunton, Jr., seconded by Trustee Hannon, to approve the PURCHASE OF A PUSH CAMERA FROM EJ EQUIPMENT OF MANTENO, ILLINOIS. The Village's current push camera, which is primarily used to record, televise and assist in determining problems with the Village's sanitary and storm sewer systems is approximately 10 years old and in need of repairs. The camera has been repaired several times over the last few years and is outdated from industry standards and further repairs are not deemed prudent. Village staff received three (3) quotes from different companies for the purchase of a replacement camera. The lowest responsive and responsible quote was from EJ Equipment in the amount of \$9,716. Although this item was not specifically budgeted during the current fiscal year, adequate funds are available in the Village's Water & Sewer Fund for this expenditure. These funds are available due to the deferral of approximately \$10,000 worth of fire hydrant replacements throughout the Village. Public Works has reviewed the hydrant replacements proposed to be deferred and have determined that replacement of the hydrants does not need to occur during the current fiscal year. This item was discussed at the December 3, 2013, Public Works Committee and recommended for approval. President Pro Tem Leoni noted that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: None. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Staunton, Jr., seconded by Trustee Seaman, to SET JANUARY 16, 2014, AT 10:01 A.M. AS THE DATE AND TIME TO OPEN BIDS FOR THE OAK PARK AVENUE WATER MAIN REPLACEMENT PROJECT. Public Works requests consideration and possible action by the Village Board to set January 16, 2014, at 10:01 a.m. as the bid date and time for Oak Park Avenue Water Main Replacement. A qualified contractor is sought to install an 8" water main, from approximately 17000 to 17030 South Oak Park Avenue. This section of water main has had numerous failures (five since 2001), and it is in the Village's best interest to replace this main and abandon the old one. President Pro Tem Leoni asked if anyone

cared to address the Board. No one came forward. Vote by voice call. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Staunton, Jr., seconded by Trustee Maher, to SET FEBRUARY 4, 2014, AT 2:00 P.M. AS THE DATE AND TIME TO OPEN BIDS FOR THE REPLACEMENT OF THE ROOF AT FIRE STATION # 1 (PUBLIC SAFETY BUILDING). The remaining section of roofing at the Public Safety Building is in need of replacement. The roof over Fire Station # 1 bays 1 – 4 and the hose tower is over 25 years old. The Village's roofing consultant, IRS, has inspected the current roof and found it to be in need of replacement. The proposed scope of work for this project will be for the replacement of the roof, installation of wall capping and new aluminum flashing. This project is budgeted as part of the current fiscal year budget. President Pro Tem Leoni asked if anyone cared to address the Board. No one came forward. Vote by voice call. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Leoni, seconded by Trustee Seaman, to adopt and place on file RESOLUTION NUMBER 2013-R-059 AUTHORIZING THE EXECUTION OF A PARATRANSIT AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND PACE FOR THE "DIAL-A-RIDE" PROGRAM FOR THE PERIOD OF JANUARY 1, 2014, THROUGH DECEMBER 31, 2014. This Resolution would authorize the annual agreement wherein PACE provides approximately 1/3 of the operating cost of the program. The "Dial-A-Ride" program in the Village provides nearly 10,000 rides to its residents annually. The annual cost of the PACE "Dial-A-Ride" program is approximately \$79,000. Each year PACE subsidizes approximately \$26,000 of our program, leaving the Village with a net cost of roughly \$53,000. President Pro Tem Leoni noted that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: None. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Leoni, seconded by Trustee Maher, to place on first reading ORDINANCE NUMBER 2013-O-059 ADOPTING A PERSONNEL MANUAL FOR THE VILLAGE OF TINLEY PARK AND REPEALING ANY PRIOR EMPLOYEE OR PERSONNEL MANUALS. The Village of Tinley Park provides its employees with a personnel manual which includes information about the Village policies and benefits. This manual was last updated in 2011. Since that time there have been new State and Federal laws that have been adopted as well as amendments to previously adopted laws. In addition, the Village has instituted new policies and benefits since the last update of the personnel manual. As such, Village staff and the Village Attorney have updated the personnel manual to reflect the necessary changes. The updated personnel manual, which will be available to all employees, will provide them with information on policies, procedures and benefits they are eligible for. Training sessions will be held for each department to educate employees on the changes in the manual. The manual was reviewed by the Budget, Audit and Administration Committee on December 3, 2013, and recommended for approval. President Pro Tem Leoni asked if anyone cared to address the Board. No one came forward. Vote by voice call. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Leoni, seconded by Trustee Seaman, to enter into a PROFESSIONAL SERVICES CONTRACT WITH VOORHEES ASSOCIATES, LLC FOR THE RECRUITMENT TO FILL THE VACANT VILLAGE MANAGER POSITION. Effective with the upcoming resignation of Village Manager Scott Niehaus on January 14, 2014, Michael S. Mertens will assume the role of Interim Village Manager. The Village has decided to conduct a national search to fill the manager position on a permanent basis. It has been determined that Voorhees Associates, LLC was the best fit for the Village's search based upon past experience, including the executive search for Police Chief in 2011. Under the contract, Voorhees Associates, LLC will prepare a recruitment profile, post the ad, review resumes, conduct background searches and provide a list of qualified candidates to the Village for review. The estimated time frame for the process is three (3) to four (4) months. The total cost of the contract is not to exceed \$16,500. The Village Attorney has reviewed this agreement and has no objections. President Pro Tem Leoni noted that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: None. President Pro Tem Leoni declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Staunton, Jr., to adopt and place on file ORDINANCE NUMBER 2013-O-057 AMENDING TITLE XI, CHAPTER 112, SECTION 11.22 OF THE TINLEY PARK MUNICIPAL CODE - ADDITION OF ONE (1) CLASS "E" LICENSE. This ordinance would increase the total number of Class "E" Liquor Licenses from six (6) to seven (7). This license is for Creative Cakes, 16649 Oak Park Avenue, Unit F. President Pro Tem Leoni noted that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: None. President Pro Tem Leoni declared the motion carried.

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

Clerk Rea noted that a bit of Tinley Park history has taken place as Mayor Pro Tem Leoni has appointed the Village's first female Deputy Chief, Lori Mason. He stated his congratulations to Deputy Chief Mason.

President Pro Tem Leoni wished the entire citizens of Tinley Park Happy Holidays and a peaceful and Happy New Year.

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

Kathy Gilroy, 230 W. Division St., Villa Park, Illinois, stated her concerns about video gaming and asked the Village Board to deny the adoption of the video gaming ordinance.

Motion was made by Trustee Seaman, seconded by Trustee Hannon, to adjourn the regular Board meeting. Vote by voice call. President Pro Tem Leoni declared the motion carried and adjourned the regular Board meeting at 8:43 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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Patricia A. Leoni  
President Pro Tem

ATTEST:

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Patrick E. Rea  
Village Clerk



**WALK NOW FOR  
AUTISM SPEAKS™**  
RESEARCH | AWARENESS | COMPASSION

December 27, 2013

Katie Karczewski  
15257 Kenmare Circle  
Manhattan, IL 60442-1441

Dear Katie:

Thank you for organizing the Tag Day fundraiser on May 10, 2014 in support of the Chicagoland Chapter of Autism Speaks. We look forward to a successful event and are proud to be your charity partner in 2014.

Your efforts to sell tickets, secure door prizes, sell raffle tickets and collect donations will help Autism Speaks change the future for all who struggle with an autism spectrum disorder.

It is now estimated that one in every 88 American children will be diagnosed with autism. With the help of volunteers and advocates like you, Autism Speaks will find the answers.

Please do not hesitate to be in touch if we can be of any assistance as you prepare for the event. I can be reached by e-mail at [mrrios@autismspeaks.org](mailto:mrrios@autismspeaks.org) or by calling the Chicagoland Chapter office at 224-567-8573.

Sincerely,

*Mary Rios*

Mary Rios  
Events Manager

Autism Speaks is a 501 (c)(3) organization and contributions  
are deductible as provided by law.  
Tax Identification Number 20-2329938.

All contributions are tax deductible to the extent allowed by law.

# MEMORANDUM

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**DATE:** December 5, 2013

**TO:** Mayor Edward J. Zabrocki  
Village Clerk  
Village Trustees

**FROM:** Scott R. Niehaus  
Village Manager

**SUBJECT: Video Gaming**

At the request of Mayor Zabrocki, Village staff has done some research on the implementation of some Video gaming in nearby communities and the Chicago region. Provided below is some basic information obtained by Village Staff:

**The Video Gaming Act** – A video gaming terminal is any electronic game machine that, upon insertion of cash, is available to simulate the play of video games such as poker or blackjack in which the player may receive free games or credits that can be redeemed for cash. These terminals would only be allowed in licensed retail establishments where alcoholic beverages is served for consumption on premises. This includes restaurants and bars as well as fraternal organizations. The following restrictions would apply to the operation of the video gaming terminals:

- *Location* – Video gaming terminals may not be operated within 1000 feet of a horse racing or riverboat gambling facility or within 100 feet of a school or place of worship;
- *Number of Machines* – No more than 5 machines on any premises
- *Location of Machines* – Must be located in an area that is restricted to persons over 21 years of age and in view of at least one employee
- *Age Restriction* – No one under the age of 21 is permitted to play at a video gaming terminal
- *Hours of Operation* – Video gaming terminals can only be operated during the normal hours of operation of the establishment where they are located

In addition, video gaming terminals are allowed at truck stops over 3 acres in size. This does not apply to any location in Tinley Park.

**License Fees** - A list summarizing the fee structure for fifteen (15) communities in the region that have adopted video gaming ordinances. The majority of non-home rule communities charge \$25 which is the most that they are allowed per statute. However, other communities such as Midlothian and Oak Forest, charge up to \$500 per machine. The highest annual charge per machine is located in Oak Brook Terrace and Berwyn at a rate of \$1,000;

**Revenue Distribution** – Per State law, the revenue breakdown for video gaming is as follows:

Business Owner	35%
Terminal/Machine Vendor	35%
State of Illinois	25%
Local Government	5%

**Average Revenues Per Machine** - The Department of Revenue provides a monthly summary on all video gaming terminals in the State. Summary information for the entire State as well as nearby communities on a **per machine** basis is as follows:

	<u># of Terminals</u>	<u>Avg to Municipality</u>	<u>Avg to Bar Owner</u>
State of Illinois	11,105	\$153.11	\$1,071.77
Oak Forest	42	\$258.93	\$1,812.51
Oaklawn	94	\$214.50	\$1,501.50
Orland Hills	20	\$254.20	\$1,779.40

**Liquor Establishments** –There are a total of 53 liquor establishments in Tinley Park that allow the sale of alcohol on premises (see attached memo). However, it would not be anticipated that all of those establishments would pursue video gaming terminals for various reasons. For example, restaurants that are national chains are likely to have franchise agreements would prohibit them from allowing gaming on the property or other establishments may simply not have the room to accommodate the mandated location requirements of the State.

**Revenue Estimate** - Provided below are potential annual revenue scenarios for the Village the data assumes that only 20 of the 53 establishments that are eligible would pursue video gaming terminals. In addition, the license fee is projected at \$1,000 per machine with a conservative estimate on per machine revenue of \$175.

**Scenario #1 - 3 machines per establishment** + \$ 1,000 permit  
 60 machines x \$175/month x 12 months + \$ 60,000 permits = \$186,000  
 \* \$44,100 annual revenue per establishment

**Scenario #2 - 4 machines per establishment** + \$ 1,000 permit  
 80 machines x \$175/month x 12 months + \$ 80,000 permits = \$248,000  
 \* \$58,800 annual revenue per establishment

**Scenario #3 – 5 machines per establishment** + \$ 1,000 permit  
 100 machines x \$175/month x 12 months + \$100,000 permits = \$310,000  
 \* \$73,500 annual revenue per establishment

**Police Issues** – Since the adoption of video gaming over a year ago, a number of local communities have implemented the program. Chief Neubauer has contacted the Police Departments in nearby towns and reports that there have been no major issues identified. A memo from the Chief is attached. In addition, with regard to the licensing of terminal vendors, this responsibility would not fall under the Village. Per the Village Attorney, the Illinois Gaming Board is responsible for doing all background check and licensing of video game terminal owners.

**Local Ordinance** – The Village currently has an ordinance which does not allow gambling devices in town. This ordinance would have to be amended in order to allow video gaming to occur. A draft ordinance is attached for discussion purposes only.

I trust that this responds to your request for research. Please let me know if you are in need of any additional information.

SRN:jc  
 Attachments

### Video Gaming Permit Fees

Name of Municipality	Contact Information	Name/Office of Individual Contacted	Notes
Berwyn	708-788-2660	Tony Perry (Extension 3240), responsible for Video Gaming Licensing	\$1,000 annually per machine They Charge \$25 for an emblem (required yearly for each machine) non-home rule
Blue Island	708-597-8603	City Clerk's Office	It costs \$25 per machine to be a licensed terminal operator, and an additional \$25 to be a licensed video gaming location (both annually)
Brookfield	708-485-1114	Theresa Coady, Assistant to the Village Manager	\$100 annually per machine
Channahon	815-467-6644	Letty Anselme, Deputy Village Clerk	Initial \$100 per machine, and an annual \$250 per location
Chicago Ridge	708-425-7700	Village Clerk's Office	\$25 annually per machine – each location has a limit of 5 machines
Coal City	815-634-8608	Village Clerk's Office	\$20 annually per machine, after a location has over 20 machines, the price is lowered to \$15 per machine annually. Stickers are placed on the machines as of this year to help track registration
Decatur	217-424-2700	Licensing Department	

Joliet	815-724-3901	City Clerk's Office	\$50 annually per machine
Mattoon	217-235-5654	City Clerk's Office	\$25 annually per machine
Midlothian	708-389-0200	Maureen, Village Clerk's Office	\$500 annually per machine, except the VFW – no charge
Oakbrook Terrace	630-941-8300	Amy, Extension 312	\$1,000 annually per machine, each establishment pays an additional \$100 annually
Oak Forest	708-687-4050	City Clerk's Office	\$500 annually per machine
Oak Lawn	708-636-4400	Village Clerk	Currently no ordinance, but it is allowed in the Village – they are looking into creating an ordinance
Orland Hills	708-349-6865	Village manager's Office	\$25 per machine annually – non-home rule
Righton Park	708-481-8950	Building Department	\$75 annually per machine as an amusement permit – video gaming is not a separate category

\*\* Note: Non-home rule communities are capped at \$25 per machine annually

# MEMORANDUM

TO: Mayor Edward J. Zabrocki  
 Trustee David G. Seaman  
 Chair – Finance and Economic Development Committee

FROM: Scott R. Niehaus  
 Village Manager

DATE: November 27, 2013

**SUBJECT: Liquor Licenses issued by the Village for Consumption on premises ONLY**

## Class A

Shall authorize the retail sale of alcoholic liquor by the drink only on the premises designated therein for consumption on such premises or the retail sale of alcoholic liquor to be consumed off the premises, provided that such alcoholic liquor shall at the time it leaves the premises be sealed in its original container. Drive-in sales are prohibited.

- |                           |                               |                                    |
|---------------------------|-------------------------------|------------------------------------|
| Aerial's Bar and Grill    | Ashford House                 | Asia Palace                        |
| Aurelios                  | Baileys                       | Boston Pizza                       |
| Buffalo Wild Wings        | Burrito Jalesco               | Centennial Bowling Lanes           |
| Chipolte Mexican Grill    | Cottage Bar and Grill         | Cuzins                             |
| Durbins                   | Ed & Joe's Restaurant         | Fajita Mexican Restaurant          |
| Frankie's Ristorante      | Gattos                        | Hamada of Japan                    |
| Intimo                    | Isabella Restaurant           | J. W. Hollstein's Saloon           |
| Luby's Restaurant         | Odyssey Golf Academy          | Odyssey Golf Club (Sweets Bar)     |
| Old Tinley Pub and Eatery | Parmesan's Station            | Rocco's Little Italy               |
| Sanfrantello's            | Teehan's                      | Texas Road House                   |
| Tin Fish                  | Tinley Bowling Lanes          | Tinley Garden Inn (Hilton Gardens) |
| TGI Fridays               | Tinley Park Convention Center | Tinley Park Holiday Inn (Bananas)  |
| Tribes Alehouse and Grill | Vito and Nicks                |                                    |

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## Class C & CC

Shall authorize the retail sale of alcoholic liquor on the premises designated therein, solely for the consumption on the premises by a club as defined. Drive-in or drive-up sales are prohibited. The holder of a Class C License may, in addition, obtain a CC license shall be subject to all regulations relative to holders of Class C licenses may on one day of each week engage in the retail sale of alcoholic liquor to the general public for consumption on the premises designated. Drive-in or drive-up sales are prohibited.

- |                 |              |                    |               |
|-----------------|--------------|--------------------|---------------|
| American Legion | Eiche Turner | Harald Viking Club | VFW Post 2791 |
|-----------------|--------------|--------------------|---------------|

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## Class D

Shall authorize the retail sale of alcoholic liquor on the premises designated therein for consumption by the drink on such premises only. Further, the sale of alcoholic liquor shall be retracted to sales made in conjunction with the licensee's operation of a restaurant on the premises. The sale of alcoholic liquor on the premises is restricted to service of alcoholic liquor at tables or booths only. Drive-in or drive-up sales are prohibited. A current menu must be attached to the licensee's liquor license.

- |                       |              |                  |              |        |
|-----------------------|--------------|------------------|--------------|--------|
| Lin Tian Family, Inc. | Little Joe's | Los 3 Burrito #2 | Olympic Star | Pepe's |
|-----------------------|--------------|------------------|--------------|--------|

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## Class E

Shall authorize the retail sale of alcoholic liquor on the premises designated therein for consumption by the drink on such premises only. Further, the sale of alcoholic liquor shall be restricted to sales made in conjunction with the licensee's operation of a restaurant on the premises. The sale of alcoholic liquor on the premises is restricted to service of alcoholic liquor at tables or booth only. Drive-in or drive-up sales are prohibited. A current menu must be attached to the license application.

- |                 |               |                  |                   |
|-----------------|---------------|------------------|-------------------|
| Chuck E. Cheese | Dragon Palace | Nick's Rib Place | Odyssey Fun World |
| Pai Thai, Inc.  | Portillos     |                  |                   |

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# Interoffice Memorandum

*Police Department*

**Date:** December 2, 2013

**To:** Trustee Maher

**From:** Chief Neubauer *JN*

**Subject:** Video Gaming

In the past year, I have taken several opportunities to talk to chiefs in other communities about their experiences with video gaming. Although, I did not keep a comprehensive list of the communities, none of the chiefs reported any law enforcement issues with video gaming. No chief could relate any robberies, thefts, frauds, or disturbances related to video gaming. Many chiefs related that the gaming has been financially good for their villages.

The Illinois State Police has hired several officers to become gaming agents. These agents investigate the license applicants and also those companies involved in providing games. I am acquainted with several of these agents, and I have been impressed with the thoroughness of the regulations for video gaming.

At this point, I have no law enforcement basis to oppose video gaming.

c Mayor Zabrocki  
Village Manager Niehaus

## CONFIDENTIAL ATTORNEY-CLIENT MEMORANDUM

**To:** Scott Niehaus, Village Manager  
**From:** Thomas Melody, Village Attorney  
**Subject:** Video Gaming Licensing and Background Checks  
**Date:** November 4, 2013

You asked me recently who would have primary responsibility for doing background checks and licensing operators of video game terminals, in the event that the Village elected to repeal its prohibition and allow video gaming. The answer is that this is done by the Illinois Gaming Board (the "Board"). The Board has jurisdiction over the regulation of video gaming and has implemented a number of administrative rules and regulations.<sup>1</sup> These are summarized below.

### Duties Imposed on Illinois Gaming Board

The Board is responsible for reviewing and issuing distributor, manufacturer, supplier, and terminal operator licenses. Pursuant to the Act, each person seeking and possessing a license as a video gaming terminal manufacturer, distributor, supplier, operator, handler, licensed establishment, licensed truck stop establishment, licensed fraternal establishment, or licensed veterans establishment is required to submit to a background investigation conducted by the Board with the assistance of the State Police or other law enforcement.<sup>2</sup> The background investigation shall include each beneficiary of a trust, each partner of a partnership, and each director and officer and all stockholders of 5% or more in a parent or subsidiary corporation of a video gaming terminal manufacturer, distributor, supplier, operator, or licensed establishment, licensed truck stop establishment, licensed fraternal establishment, or licensed veterans establishment.<sup>3</sup> The Board may only issue a license after it completes this background investigation and determines that the applicant is suitable for licensure.<sup>4</sup> If an applicant is denied a license, the applicant may not reapply for a license within one year from the date on which the final order of denial was voted upon by the Board, without leave of the Board.<sup>5</sup> In addition to completing a background investigation, the Board may issue a license only after it is satisfied that the applicant is:

- 1) A person of good character, honesty and integrity;
- 2) A person whose background, including criminal record, reputation and associations, is not injurious to the public health, safety, morals, good order and general welfare of the people of the State of Illinois;
- 3) A person whose background, including criminal record, reputation and associations, does not discredit or tend to discredit the Illinois gaming industry or the State of Illinois;

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<sup>1</sup> 11 Ill.Admin. Code pt. 1800.

<sup>2</sup> 230 ILCS 40/45(b)

<sup>3</sup> *Id.*

<sup>4</sup> 1800.560.

<sup>5</sup> *Id.*

- 4) A person whose background, including criminal record, reputation, habits, social or business associations does not adversely affect public confidence and trust in gaming or pose a threat to the public interests of the State or to the security and integrity of video gaming;
- 5) A person who does not create or enhance the dangers of unsuitable, unfair or illegal practices, methods and activities in the conduct of video gaming;
- 6) A person who does not present questionable business practices and financial arrangements incidental to the conduct of video gaming activities or otherwise;
- 7) A person who, either individually or through employees, demonstrates business ability and experience to establish, operate and maintain a business for the type of license for which application is made;
- 8) A person who does not associate with, either socially or in business affairs, or employ persons of notorious or unsavory reputation or who have extensive police records, or who have failed to cooperate with any officially constituted investigatory or administrative body; and
- 9) A person who has not had a gaming license revoked in any other jurisdiction.<sup>6</sup>

Notwithstanding these general requirements, the Board may not grant a video terminal operator license until it is satisfied that the applicant (1) is a person who demonstrates adequate financing for the business proposed, after considering whether any financing is from a source that meets the above referenced qualifications and is in an amount sufficient to ensure the likelihood of success in the performance of the licensee's duties and responsibilities and (2) has disclosed all persons with significant influence or control over the applicant or licensee.<sup>7</sup> Finally, the Board is prohibited from granting a license to a person who has facilitated, enabled or participated in the use of coin-operated amusement devices for gambling purposes on or after December 16, 2009, or who is under the significant influence or control of such a person.<sup>8</sup> However, the Board has discretion not to grant a license to a person who, before December 16, 2009, has facilitated, enabled or participated in the use of coin-operated amusement devices for gambling purposes, or who is under the significant influence or control of such a person.<sup>9</sup>

The Board may only renew a license upon receipt of the applicable renewal fee and any renewal forms provided by the Board, illustrating that the licensee continues to meet all qualifications for licensure set forth in the Act and the regulations.<sup>10</sup>

#### **Duties Imposed on Licensee or Applicant for Licensure**

Each video gaming licensee and applicant for licensure under the Act has an ongoing duty to comply with the following:

- a) Comply with all federal, State and local laws and regulations;

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<sup>6</sup> 1800.420.

<sup>7</sup> *Id.*

<sup>8</sup> *Id.*

<sup>9</sup> *Id.*

<sup>10</sup> 1800.570.

- b) At all times, conduct himself in a professional manner when communicating with the public and the Board;
- c) Disclose all ownership interest to the Board in accordance with the Video Gaming Act and this Part;
- d) Conduct the licensee's video gaming operation in a manner that does not pose a threat to the public health, safety, morals, good order or general welfare of the people of the State of Illinois;
- e) Conduct the licensee's video gaming operation in a manner that does not discredit or tend to discredit the Illinois gaming industry or the State of Illinois;
- f) Conduct the licensee's video gaming operation in a manner that does not reflect adversely on the security or integrity of the Illinois video gaming industry;
- g) Keep current in all payments and obligations to the State of Illinois and to other licensees with whom video gaming business is conducted;
- h) Identify to the Board any individual or entity acting on behalf of the licensee, for compensation, with regard to Board action; and
- i) Notify the Board of any proposed change in ownership or any transaction that requires approval of qualifications in accordance with the Act and the regulations on forms supplied or approved by the Board and containing such information and documents as specified, and at such time as required, by the Administrator.<sup>11</sup>

There are additional requirements imposed on video game manufacturers and terminal operators.

### **Duties Imposed on Municipality**

Though it is clear that the Board is in charge of background checks and licensing procedures, whenever the Board takes any action authorizing or prohibiting the licensing, operation, or use of video gaming terminals, it is required to notify the police department or sheriff's office whose jurisdiction includes the premises on which the video gaming terminals are authorized or prohibited. Moreover, any municipality, county or law enforcement agency that takes action relating to the operation or use of a video gaming terminal, whether licensed or unlicensed, is required to notify the Board and specify the extent of the action taken and the reasons for the action. The Board shall thereupon take whatever action is necessary under the Act. Any law enforcement agency that confiscates video gaming terminals or terminal income is required to turn over the video gaming terminals and terminal income to the Board as soon as practicable under the circumstances, unless otherwise ordered by a court of competent jurisdiction.<sup>12</sup>

Pursuant to Section 79 of the Act, investigators appointed by the Board have authority to conduct investigations, searches, seizures, arrests, and other duties imposed under this Act and the Riverboat Gambling Act, as deemed necessary by the Board. These investigators have and may exercise all of the rights and powers of peace officers, provided that these powers are (1)

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<sup>11</sup> 1800.210.

<sup>12</sup> 1800.1110.

limited to offenses or violations occurring or committed in connection with conduct subject to the Act, including, but not limited to, the manufacture, distribution, supply, operation, placement, service, maintenance, or play of video gaming terminals and the distribution of profits and collection of revenues resulting from such play, and (2) exercised, to the fullest extent practicable, in cooperation with the local police department of the applicable municipality or, if these powers are exercised outside the boundaries of an incorporated municipality or within a municipality that does not have its own police department, in cooperation with the police department whose jurisdiction encompasses the applicable locality.<sup>13</sup>

### **Conclusion**

Applying these guidelines, the Village is not responsible for conducting background checks and/or licensing operators of the video game devices. Rather, the responsibility is placed on the Board. Though the Board may delegate some of this responsibility, either to the municipality or an appointed investigator, the Village will first be provided with due notice of this delegation. Furthermore, the burden on compliance is placed on the licensees to ensure they are abiding by their respective duties and obligations. Finally, the Village must notify the Board of any action it takes against video game terminals, once again establishing that the burden of administering and enforcement is on the Board.

However, because the Act only allows video gambling in certain liquor establishments, in my opinion the Village could exercise its home rule authority and its liquor regulation authority to require such operators to get an additional license from the Village, and impose a fee or charge for obtaining this license. Other home rule communities have done this and to my knowledge it has not been challenged. In addition, the Village could exercise effective control over any such establishment through its liquor licensing authority, i.e., if one of these establishments became a problem because of video gaming, we could treat it like any other problem we address with a liquor license holder.

I hope that the above information is helpful. If you have any questions or want to discuss this further, please let me know.

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<sup>13</sup> 230 ILCS 40/79.

DRAFT

ORDINANCE NO. 2014-O-\_\_\_

**ORDINANCE AMENDING CHAPTER 132  
OF TITLE XIII OF THE TINLEY PARK MUNICIPAL CODE –  
VIDEO GAMING**

**WHEREAS,** the Corporate Authorities have determined that it is necessary and advantageous and in the best interests of the Village and its citizens to allow video gaming in certain designated establishments as allowed by and in accordance with the Illinois Video Gaming Act; and

**WHEREAS,** the Village is a home rule municipality and as such has the authority to exercise any power or perform any function pertaining to its government and affairs; and

**WHEREAS,** the Corporate Authorities deem it to be in the best interests of the public to revise Chapter 132 of Title XIII of the Tinley Park Municipal Code as set forth below;

**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 Section 132.15, Chapter 132, of Title XIII of the Tinley Park Municipal Code be and is hereby revised to read in its entirety as follows:

§ 132.15 DEFINITIONS.

For the purpose of this subchapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

"GAMBLING DEVICE." Any clock, tape machine, slot machine, or other machines or device for the reception of money or other thing of value on chance or skill, or upon the action of which money or other thing of value is staked, hazarded, bet, won, or lost; or any mechanism, furniture, fixture, equipment, or other device designed primarily for use in a gambling place. A "GAMBLING DEVICE" does not include:

(A) A coin-in-the-slot operated mechanical device played for amusement which rewards the player with the right to replay such mechanical device, which device is so constructed or devised as to make such result of the operation thereof depend in part upon the skill of the player and which returns to the player thereof no money, property, or right to receive money or property.

(B) Vending machines by which full and adequate return is made for the money invested and in which there is no element of chance or hazard.

**(C) A Video Gaming Terminal, as allowed by the Illinois Video Gaming Act and this Village Code.**

**"LICENSED ESTABLISHMENT."** Any licensed retail establishment where alcoholic liquor is drawn, poured, mixed or otherwise served for consumption on the premises. The term Licensed Establishment includes any licensed fraternal establishment and/or licensed veterans establishment as those terms are defined in the Illinois Video Gaming Act.

"LOTTERY." Any scheme or procedure whereby one or more prizes are distributed by chance among persons who have paid or promised consideration for a chance to win such prizes, whether such scheme or procedure is called a lottery, raffle, gift, sale, or some other name.

"POLICY GAME." Any scheme or procedure whereby a person promises or guarantees by any instrument, bill, certificate, writing, token, or other device that any particular number, character, ticket, or certificate shall in the event of any contingency in the nature of a lottery entitle the purchaser or holder to receive money, property, or evidence of debt.

"VIDEO GAMING." The ownership, placement, maintenance, operation or use of a video gaming terminal (as defined below) in a licensed establishment, licensed fraternal establishment or licensed veterans establishment, as said terms are defined within the Video Gaming Act, ILCS Ch. 230, Act 40 §§ 1 et seq., (hereinafter the "establishment(s)"), within the village.

"VIDEO GAMING TERMINAL." Any electronic video game machine that, upon insertion of cash, **electronic cards or vouchers, or any combination thereof,** is available to play or simulate the play of a video game, including but not limited to video poker, line up and blackjack, as authorized by the Illinois Gaming Board, utilizing a video display and microprocessors in which the player may receive free games or credits that can be redeemed for cash. The term does not include a machine that directly dispenses coins, cash or tokens or is for amusement purposes only.

"WAGER."

(1) Any wager with respect to a sports event or a contest, placed with a person engaged in the business of accepting such wagers.

(2) Any wager placed in a wagering pool with respect to a sports event or a contest, if such pool is conducted for profit;

(3) Any wager placed in a lottery conducted for profit.

**Section 2:** That Section 132.16, Chapter 132, of Title XIII of the Tinley Park

Municipal Code be and is hereby revised to read in its entirety as follows:

§ 132.16 GAMBLING.

(A) A person commits gambling when he:

(1) Plays a game of chance or skill for money or other thing of value, unless excepted in division (B) of this section; or

(2) Makes a wager upon the result of any game, contest, or any political nomination, appointment or election; or

(3) Operates, keeps, owns, uses, purchases, exhibits, rents, sells, bargains for the sale or lease of, manufactures, or distributes any gambling device or video gaming terminal; or

(4) Contracts to have or give himself or another the option to buy or sell, or contracts to buy or sell, at a future time, any grain or other commodity whatsoever, or any stock or security of any company, where it is at the time of making such contract intended by both parties thereto that the contract to buy or sell, or the option, whenever exercised, or the contract resulting therefrom, shall be settled, not by the receipt or delivery of such property, but by the payment only of differences in prices thereof; however, the issuance, purchase, sale, exercise, endorsement, or guarantee, by or through a person registered with the Secretary of State pursuant to ILCS Ch. 815, Act 5 § 8 or by or through a person exempt from such registration thereunder, of a put, call, or other option to buy or sell securities which have been registered with the Secretary of State or which are exempt from such registration under ILCS Ch. 815, Act 5 § 3 is not gambling within the meaning of this subdivision; or

(5) Knowingly owns or possesses any book, instrument, or apparatus by means of which bets or wagers have been, or are, recorded, or registered, or knowingly possesses any money which he has received in the course of a bet or wager; or

(6) Sells pools upon the result of any game or contest of skill or chance, political nomination, appointment, or election; or

(7) Sets up or promotes any lottery or sells, offers to sell, or transfers any ticket or share for any lottery; or

(8) Sets up or promotes any policy game or sells, offers to sell, or knowingly possesses or transfers any policy ticket, slip, record, document, or other similar device; or

(9) Knowingly drafts, prints, or publishes any lottery ticket or share, or any policy ticket, slip, record, document, or similar device, except for such activity related to lotteries, bingo games, and raffles authorized by and conducted in accordance with the state laws or any other state or foreign government; or

(10) Knowingly advertises any lottery or policy game, except for such activity related to lotteries, bingo games, and raffles authorized by and conducted in accordance with the laws of this or any other state; or

(11) Knowingly transmits information as to wagers, betting odds, or changes in betting odds by telephone, telegraph, radio, semaphore, or similar means; or knowingly installs or maintains equipment for the transmission or receipt of such information; however, nothing in this subdivision prohibits transmission or receipt of such information for use in news reporting of sporting events or contests; or

(12) Knowingly establishes, maintains, or operates an Internet site that permits a person to play a game of chance or skill for money or other thing of value by means of the Internet to make a wager upon the result of any

game, contest, political nomination, appointment, or election by means of the Internet.

(B) Participants in any of the following activities shall not be convicted of gambling:

(1) Agreements to compensate for loss caused by the happening of chance including without limitation contracts of indemnity or guaranty and life or health or accident insurance; and

(2) Offers of prizes, award, or compensation to the actual contestants in any bona fide contest for the determination of skill, speed, strength or endurance, or to the owners of animals or vehicles entered in such contest; and

(3) Pari-mutuel betting as authorized by the law of this state; and

(4) Manufacture of gambling devices, including the acquisition of essential parts therefor and the assembly thereof, for transportation in interstate or foreign commerce to any place outside this state when such transportation is not prohibited by any applicable federal law; and

(5) The game commonly known as "bingo", when conducted in accordance with ILCS Ch. 239, Act 25 § 1 et seq.;

(6) Lotteries when conducted by the State of Illinois in accordance with ILCS Ch. 20, Act 1605 § 1 et seq.;

(7) Possession of an "antique slot machine" that is neither used nor intended to be used in the operation or promotion of any unlawful gambling activity or enterprise. For the purpose of this subdivision, an "ANTIQUÉ SLOT MACHINE" is one manufactured 25 years ago or earlier;

(8) Raffles, when conducted in accordance with ILCS Ch. 230, Act 15 § 1 et seq. and §§ 132.30 through 132.38 of this code.

(9) Charitable games when conducted in accordance with ILCS Ch. 230, Act 30 § 1 et seq.; or

(10) Pull tabs and jar games when conducted under ILCS Ch. 230, Act 20 § 1 et seq.

(11) Gambling games conducted on riverboats when authorized by ILCS Ch. 230, Act 10 §§ 1 - 23.

**(12) Video Gaming in a Licensed Establishment as permitted under the Illinois Video Gaming Act and this Village Code.**

(C) Gambling under this section is a misdemeanor. A second or subsequent conviction under any of subsections (A) (3) through (A) (10), is a felony, and shall be prosecuted under appropriate state law.

(D) For prosecutions under (A) (1) through (A) (10) above circumstantial evidence shall have the same validity and weight as in any criminal prosecution.

**Section 3:** That Section 132.17, Chapter 132, of Title XIII of the Tinley Park Municipal Code be and is hereby revised to read in its entirety as follows:

§ 132.17 KEEPING A GAMBLING PLACE.

(A) For purposes of this section, a "GAMBLING PLACE" is any real estate, vehicle, boat, or any other property whatsoever, **other than a Licensed Establishment** used for the purposes of gambling other than gambling conducted in the manner authorized by ILCS Ch. 230, Act 10 §§ 1 - 23.

(B) Any person who knowingly permits any premises or property owned or occupied by him or under his control to be used as a ~~gambling place~~ **Gambling Place** commits a misdemeanor. Each subsequent offense is a felony and shall be prosecuted under appropriate state law.

(C) When any premises are determined by the circuit court to be a ~~gambling place~~ **Gambling Place**:

(1) Such premises is a public nuisance and may be proceeded against as such; and

(2) All licenses, permits, or certificates issued by the municipality or any agency thereof authorizing the serving of food or liquor on such premises shall be void; and no license, permit, or certificate so cancelled shall be reissued for such premises for a period of 60 days thereafter; nor shall any person convicted of keeping a ~~gambling place~~ **Gambling Place** be reissued such license for one year from his conviction and, after a second conviction of keeping a ~~gambling place~~ **Gambling Place**, any such person shall not be reissued such license; and

(3) Such premises of any person who knowingly permits thereon a violation of any section of this chapter shall be held liable for, and may be sold to pay any unsatisfied judgment that may be recovered and any unsatisfied fine that may be levied under any section of this chapter.

**Section 4:** That Section 132.23 Chapter 132, of Title XIII of the Tinley Park

Municipal Code be and is hereby revised to read in its entirety as follows:

§ 132.23 ~~PROHIBITION ON VIDEO GAMING.~~

(A) Video gaming is ~~prohibited~~ **allowed in Licensed Establishments** within the village. **No establishment licensed by the Illinois Gaming Board shall be permitted to operate any Video Gaming Terminal pursuant to the Illinois Video Gaming Act unless the establishment has also obtained a license and paid a yearly fee to the Village in the amount of \$ \_\_\_\_\_ for each Video Gaming Terminal on its premises. No license may issue where the license applicant owes a debt, fine, fee or penalty to the Village.**

(B) ~~A Video gaming license issued by the State of Illinois is not effective within the village.~~ **Application to the Village for a video gaming license shall be made in conformity with Chapter 110 of this Code except as otherwise provided herein. The application shall attach a copy of the applicant's State video gaming license, and shall in addition set forth:**

1. **the location of the premises where the video gaming terminal is to be located, maintained and/or operated;**
2. **the charge to be made to the player for operating the device; and**

3. such other information as the Village may determine is necessary.

(C) ~~A prohibited video gaming terminal shall be immediately removed by the owner or operator from the establishment(s).~~ No more than five (5) Video Gaming Terminals may be located, maintained or operated in any one (1) establishment. No license issued hereunder shall permit the operation of a Video Gaming Terminal in a manner which will disturb the peace of persons otherwise properly within or without the premises where the terminal is located or otherwise constitute a nuisance.

(D) ~~It shall be unlawful for a person, firm or corporation to permit or allow any video gaming terminal to be played or remain within any establishment(s) within the village.~~ The Village Clerk shall issue a sticker or decal for each licensed Video Gaming Terminal to each Licensed Establishment that obtains a license to locate, maintain and/or operate a Video Gaming Terminal on its premises. The sticker or decal must be affixed by the applicant to the Video Gaming Terminal in a conspicuous place and must be kept on the Video Gaming Terminal during all times the device is in use.

**Section 5:** That the Village Clerk be and is hereby authorized and directed to publish this Ordinance in pamphlet form.

**Section 6:** 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.

**Section 7:** That 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 8:** That all ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

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

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

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

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

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

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK



## Memorandum

**To:** Trustee Dave Seaman  
**From:** Ivan Baker  
**Date:** December 2, 2013  
**Subject:** Façade Incentive Request – 16910 South Oak Park Avenue

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### Project:

JAL Midwest has purchased the former Tinley Glass building at 16910 South Oak Park Avenue. This company provides packaging equipment and janitorial supplies for firms throughout the region. A major remodeling and addition to this building, which will meet the requirements of the Legacy Code, would also include an estimated \$46,000 expenditure on a new building façade.

This façade expenditure will ONLY include:

- Masonry -
- Awnings -
- Hardieplank Cement Board and Shutters
- Glazing -
- Electric Exterior Light Fixtures at East -
- Doors -

### Request:

JAL Midwest is requesting a façade grant of 50 percent of Revised Expenditure of lowest bid. As per the Mainstreet Commission recommendations, the approved reimbursable Façade expenditure will Not include architectural fees, sidewalks, landscaping, general conditions, overhead or profit. The project has been reviewed by the Planning Department, and meets the requirements of the façade grant program.

### Recommendation:

The Mainstreet Commission has reviewed this request at both October and November, 2013 Commission meetings. On November 19, 2013, the Commission recommended approval of a Façade Grant, not to exceed \$20,000. If approved by the Village Board, grant reimbursement would only be made after façade project is completed, and copies of paid facade invoices are provided to the Treasurer.

**LIBERTY PROJECT (16910 S. Oak Park Ave.)**



**VILLAGE OF TINLEY PARK**  
**APPLICATION FOR FAÇADE IMPROVEMENT GRANT**

The undersigned hereby requests that the Tinley Park MainStreet Commission and/or the Village Board consider authorizing Site Plan Approval as follows:

**A. Applicant Information:**

Name: JAMES LIBERTY  
Mailing Address: 16910 OAK PARK Ave  
City, State, Zip: TINLEY PARK, IL 60477  
Phone Numbers: 708 367 2313 (Day) Fax Number: 888 272 5302  
(Evening)  
(Cell)  
Email Address: JIM@JALMIDWEST.COM

The nature of Applicant's interest in the property and/or relationship to the owner

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**B. Property Information:**

The identity of the owner and beneficiary of any land trust:

Property Owner(s): JAMES LIBERTY  
Mailing Address: 16910 OAK PARK Ave  
City, State, Zip: TINLEY PARK, IL 60477  
Property Address: SAME  
Permanent Index No. (PINs) 28-30-111-021-0000  
Existing land use: Commercial  
Zoning District: \_\_\_\_\_  
Lot dimensions and area: 60' X 183'

**C. Application Information:**

Description of proposed project (use additional sheets or attach a Project Narrative if necessary):  
JAL Property Management will lease to JAL Midwest a JANITORIAL + PACKAGING BUSINESS IN THE RETAIL UNIT/IN THE BUILDOUT ON THE NORTH/NORTHEAST CORNER. JAL will sell towel-tissue-soaps AND GENERAL KITCHEN/BATH/LUNCH ROOM SUPPLIES IN ADDITION WILL STOCK/SELL PACKAGING SUPPLIES, IE CARTONS, TAPE, INNERPACKING, FILMS SUBLE Jet INK/LASER CARTRIDGES, PENS + MARKERS. see attached

Is the applicant aware of any Variances required from the terms of the Zoning Ordinance?

Yes \_\_\_\_\_ No X

If yes, explain (note that a separate Variation application will be required to be submitted):

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

[Signature]  
Signature of Applicant

9/9/13  
Date

# JAL Midwest, Inc.

## Packaging Products

### EDGE PROTECTION

- Angle Wrap
- Corner Board
- Form-A-Board
- Posting
- Edge Protection

### BOXES

- Stock RSC Cartons
- Customer RSC Sizes
- Mailers
- Bookfolds

### INNER PACKAGING

- Bubble-Perf'd/Slit to Size
- Foam
- Rolls, Sheets & Pouches
- Peanuts, Bagged or Bulk
- Anti-stat & Biodegradable

### POLY

- Bags or Sheets
- Stock or Custom
- VCI

### CUSTOM CORRUGATED

- Custom Sizes, designed to fit
- Pads, Partitions
- Printed

### PAPER

- Kraft
- Newsprint
- Poly Coated
- Reinforced
- Rolls or Sheets

### STEEL STRAPPING

- Regular Duty
- High Tensile
- Tools, Seals & Accessories

### PLASTIC STRAPPING

- Machine & Hand Grade
- Polypropylene
- Polyester
- Machinery - Tabletop or Semi-Auto

### STRETCH FILM

- Hand & Machine Grade
- Blown & Cast
- Standard & Metric
- Colors
- Bulk Pack
- Netting/Agricultural

### SHRINK FILM

- Poly Films
- PVC
- Polyethylene
- Shrink Bands
- Tubing

### PALLETS

- Reconditioned & New
- Heat Treated
- All Sizes
- Scrap Program/\$\$
- 48 x 40 4 way
- Custom Sizes

### CARTON SEALING TAPES

- Hot Melt & Acrylic
- Natural Rubber
- Hand Held & Long Measure
- Dispensers
- Uniform & Random Case Sealers

### PRESSURE SENSITIVE TAPES

- Duct
- Filament
- Masking, Flatback
- Tensitized Polypropylene
- Double Coated
- Specialty Tapes

### WATER ACTIVATED TAPES

- Reinforced
- Kraft
- Box Makers

## Packaging Equipment

- Stretch Wrappers- Arpac
- Shrink Film Sealers and Tunnels
- Case Erectors - Arpac
- Pillow and Paper Machines
- Tape Machines - Random/Uniform
- Strapping Systems - Polychem-- Fromm

## Janitorials & Maintenance

- Adhesives
- Sanitizers
- Abrasives
- Floor Matting
- Hand Soaps
- Can Liners
- Food Contact Products
- Disinfectants
- Carpet Care
- Skin Care
- Deodorizers
- Cleaners/Degreasers
- Floor Care
- Safety Supplies
- Wipers
- Restroom Care
- Floor Care Equipment
- Hand & Floor Pads
- Towels & Tissues

16910 Oak Park Ave., Tinley Park, IL 60477  
Office: 708/369/2313 Fax: 888/272/5302



**E. ANTHONY, INC.**  
Complete Construction Services

Phone (708) 802-8230  
Fax (708) 802-8233

November 15, 2013

Re: Façade Budget Cost for Addition and Tenant Build-out/Liberty Building  
16910 South Oak Park Avenue  
Tinley Park, Illinois 60477

Attn: Mr. Ben Nelson  
B.E. Nelson Associates Architects  
17247 Oak Park Avenue  
Tinley Park, Illinois 60477

Dear Mr. Nelson,

We are pleased to provide our budget cost for the Façade work at the new Commercial/Residential Build-out at the above referenced address as it pertains to the site visit on September 16, 2013 and the preliminary drawings dated September 4, 2013 prepared by B. E. Nelson Associates Architects. The cost breakdown is as follows:

Masonry	\$ 20,852.00
Awnings	\$ 4,871.00
Hardieplank Cement Board & Shutters	\$ 5,103.00
South Entrance Door	\$ 1,500.00
Glazing (Including Aluminum Doors & Windows)	\$ 11,243.00
Electric (Exterior light fixtures at East Elevation)	\$ 2,603.00
<b>TOTAL:</b>	<b>\$ 46,172.00</b>

**TERMS: Net 10 days from date of invoice. Interest accrues @ (1.5%) per month.**

If there are any questions in regard to this proposal or the work to be performed, please do not hesitate to contact us at your convenience. Your consideration of our company for this project is greatly appreciated.

Respectfully Submitted,

Marc W. Smith  
Project Manager

Accepted: \_\_\_\_\_  
Mr. James Liberty

Facade Budget

18521 Spring Creek Drive, Unit F • Tinley Park, Illinois 60477

QUALIFICATIONS

- No Fees or Permits are included at this time.
- No Interior construction of any kind is included in this proposal.
- All structural components, i.e., Structural Steel, Concrete Footings and Foundations, Concrete Slabs and Carpentry are not included in this proposal.
- Excavation of any kind is not included in this proposal.
- All items of HVAC are excluded from this proposal.
- EPDM Roofing is not included in this proposal (Flat Roof).
- All Masonry related to the North, South & West Elevations is not included in this proposal.
- All Interior Electrical work, power, wiring and service are excluded from this proposal.
- All items of Plumbing are excluded from this proposal.
- All items of Fire Protection are not included in this proposal.
- Site Utilities are not included in this proposal.
- Landscaping is not included in this proposal.
- Asphalt is not included in this proposal.
- Concrete sidewalks are not included in this proposal.
- Roofing & Sheet Metal is not included in this proposal.
- Caulking is not included in this proposal.
- All items not specifically itemized on page one of this proposal have been excluded.

**RITE ANGLE CONSTRUCTION**  
& REMODELING INC.

Mr. Jim Liberty  
Re: East Façade at 16910 Oak Park Ave, Tinley Park, IL

This proposal is based on drawing provided by Ben Nelson dated September 13, 2013

Masonry – \$18,870.00

Lime Stone Detail – \$3,480.00

Store Front windows and doors –\$10,560.00

Roof Line and Overhead Details – \$5,790.00

Concrete Siding and shutters –\$3,700.00

Aluminum Soffit and Fascia –\$3,180.00

General conditions-\$3,950.00

Overhead and profit-\$5,300.00

Total-\$54,830.00

Note: This price is good for 60 days.

Thank you,

Eugene Finnigan  
President

*13245 Silver Fox Drive, Lemont, IL 60439  
Pk: 630-688-3673 Fax: 630-243-6362  
Email: [efinnigan.rac@comcast.net](mailto:efinnigan.rac@comcast.net)*

**RESOLUTION NO. 2013-R-062**

**RESOLUTION AUTHORIZING AN FACADE IMPROVEMENT AGREEMENT  
FOR THE PROPERTY LOCATED AT  
16910 SOUTH OAK PARK AVENUE (JAL MIDWEST INC.)**

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered a facade incentive agreement for the improvement of certain property presently within the corporate limits of the Village of Tinley Park located at 16910 South Oak Park Avenue (JAL Midwest Inc.). A true and correct copy of such Incentive Agreement (the "Facade Improvement Agreement") being attached hereto and made a part hereof as **EXHIBIT 1**; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Incentive Agreement be entered into by the Village of Tinley Park, and but for the provision of the incentives therein the property would not be developed as provided therein;

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

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

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

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

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

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

**AYES:**

**NAYS:**

**ABSENT:**

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

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

ATTEST:

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

**FACADE IMPROVEMENT AGREEMENT – JAL MIDWEST INC.**

**THIS AGREEMENT** is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **VILLAGE OF TINLEY PARK, ILLINOIS**, an Illinois municipal corporation (hereinafter referred to as the “VILLAGE”) and **JAL MIDWEST INC., an Illinois corporation** (hereinafter referred to as “JAL MIDWEST INC.”).

**WITNESSETH:**

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

**WHEREAS**, JAL MIDWEST INC. is the owner of certain property commonly known as 16910 S. Oak Park Avenue, Tinley Park, Cook County, Illinois, P.I.N. 28-30-111-021-0000 (hereinafter referred to as the “Property”). JAL MIDWEST INC. intends to construct a new façade for the existing building at a cost for the new façade of approximately Forty Six Thousand One Hundred Seventy Two and no/100 Dollars (\$46,172.00) (hereinafter referred to as the “Project”), which Project is eligible for the Village's Facade Improvement Program;

**WHEREAS**, the VILLAGE has found that it is in the best interests of the residents of the Village of Tinley Park to foster improvements as detailed in Chapter 129B, “Main Street Business District”, of the VILLAGE Municipal Code;

**WHEREAS**, the VILLAGE is desirous of having JAL MIDWEST INC. operate a successful business on the Property which will increase employment and commercial opportunities in the VILLAGE, arrest decline in economic conditions existing in the VILLAGE, stimulate commercial growth, and stabilize the tax base of the VILLAGE; and

**WHEREAS**, the parties hereto acknowledge, and JAL MIDWEST INC. represents and

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

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

**I. Incentive**

A. Upon satisfaction by JAL MIDWEST INC. of all of the terms and conditions set forth in this Agreement, the VILLAGE hereby undertakes to pay fifty percent (50%) of the approved costs and expenditures incurred in constructing the proposed new facade on the Property or the sum of Twenty Thousand Dollars (\$20,000.00), whichever is less, and/or the provisions of the VILLAGE's Facade Improvement Program. This sum shall be used by JAL MIDWEST INC. solely for construction costs and/or expenses relating to the construction of the new facade. The VILLAGE shall not contribute more than Twenty Thousand and no/100 Dollars (\$20,000.00) for constructing the proposed new facade and reimbursement of expenses relating to the construction of the facade.

B. The VILLAGE shall pay JAL MIDWEST INC. the entire amount due under Paragraph I.A. of this Agreement within a reasonable period of time after completion and approval of the Project and after receiving an appropriate accounting of all project payments and receipts. No payment shall be required of the Village until the landscaping approved by the Village has been completely installed.

**II. Undertakings on the part of JAL MIDWEST INC.**

A. JAL MIDWEST INC. shall commence construction of the Project on or before

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

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

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

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

### **III. Representations and Warranties of JAL MIDWEST INC.**

JAL MIDWEST INC. hereby makes the following representations and warranties:

A. That the approximate cost of the Project is Forty Six Thousand One Hundred

Seventy Two and no/100 Dollars (\$46,172.00), and that JAL MIDWEST INC. requires economic assistance from the VILLAGE in order to complete construction of the Project and, but for the VILLAGE's economic assistance, the Project as contemplated would not be economically viable nor would the funds necessary for its completion be available.

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

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

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

#### **IV. Notices**

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

For the VILLAGE:

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

For JAL MIDWEST INC.:

1. Mr. James A. Liberty  
16910 S. Oak Park Avenue  
Tinley Park, Illinois 60477

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

**V. Limitation of Liability**

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

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

VILLAGE.

C. In the event that any third party or parties institute any legal proceedings against JAL MIDWEST INC. and/or the VILLAGE which relate in any way to the terms and conditions of this Agreement, JAL MIDWEST INC., upon notice from the VILLAGE, shall fully and vigorously assume the entire defense of such lawsuit, and shall further assume and pay any and all expenses of whatever nature relating thereto; provided, however, that JAL MIDWEST INC. may at any time settle or compromise such lawsuit, so long as such settlement or compromise does not involve an admission of wrongdoing on the part of the VILLAGE, nor any liability on the part of the VILLAGE, monetary or otherwise.

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

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

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

A. JAL MIDWEST INC., concurrently with execution of this Agreement, shall

reimburse the VILLAGE for the following costs and expenses incurred in the preparation and review of this Agreement, and any other documents relating to the Property and/or the Project:

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

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

## **VII. General Provisions**

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

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

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

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

E. JAL MIDWEST INC. warrants that its officers executing this Agreement are lawfully authorized to execute this Agreement. The President and Clerk of the VILLAGE hereby warrant that they have been lawfully authorized by the Village Board to execute this Agreement.

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

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

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

VILLAGE OF TINLEY PARK

JAL MIDWEST INC.

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

\_\_\_\_\_  
Mr. James A. Liberty  
President

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Its Secretary

**ACKNOWLEDGMENTS**

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK         )

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

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

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

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that James A. Liberty, personally known to me to be the President of JAL MIDWEST, INC., and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of said Illinois corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and \_\_\_\_\_ they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said Illinois corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Illinois corporation, for the uses and purposes therein set forth.

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

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



# MEMORANDUM

To: Trustee David Seaman  
Chair – Finance & Economic Development Committee

From: Michael S. Mertens  
Assistant Village Manager Development & Planning

Date: December 16, 2013

**Re: *United Methodist Church Parking Lot Lease Renewal***

## Background:

The Village of Tinley Park has had a commuter parking lease relationship for over 30 years with the United Methodist Church located at 173<sup>rd</sup> Street & 68<sup>th</sup> Avenue. The lease has been beneficial to the Village over the years by servicing the needs of the Metra commuters as well as providing additional commercial business parking after 10:30 am during non-church hours. The extension of the lease will provide the Village the continued flexibility for shared parking in our downtown core as well as an alternate option that will be needed should the Village move forward with the expansion of Zabrocki Plaza into the North Street parking lot.

Staff is seeking consideration to extend the lease relationship for another three-year term. The terms of the lease would be the same as the previous lease with the exception of updated term dates. A summary of the key points of the lease are as follows:

- 1) The Village has the ability to lease 45 spaces for commuter parking at \$1,200 per month,
- 2) The Village is responsible for the general maintenance of the parking lot including stripping, signage, lighting and snow plowing.
- 3) The Church is responsible for parking lot paving, patching and crack sealing,

## Staff Direction Request

- 1) Consider concurring with the staff recommendation for a lease renewal for formal consideration at the December 17<sup>th</sup> and January 7<sup>th</sup> Village Board meetings,
- 2) Direct Staff as necessary

Should you have any questions, please feel free to call.

## Attachments:

- 1) Draft Lease Renewal

## PARKING LOT LEASE

### THE UNITED METHODIST CHURCH OF TINLEY PARK

**WHEREAS**, the Village of Tinley Park, hereinafter called "**Village**" is desirous of leasing from the United Methodist Church of Tinley Park, hereinafter called "**Church**," a portion of the Church's property for the purpose of providing parking to the general public; and

**WHEREAS**, the **Church** is willing to lease the aforesaid property for the purpose herein above stated.

**NOW, THEREFORE**, it is mutually agreed between the parties hereto as follows:

- 1) The **Church** does hereby lease to the Village the South portion of the Church Parking lot (45 spaces out of 55);
- 2) The **Village** shall be permitted to make the aforesaid property available to the general public for parking, through the issuance of permits to members of the general public or otherwise;
- 3) The **Village** shall not permit heavy construction vehicles, or equipment, to be parked upon said lot;
- 4) The **Village** shall have the right to provide parking to the general public upon said lot from Monday through Friday, and on Saturday until 12:00 P.M.;
- 5) The **Village** shall provide snow removal for the entire parking lot and driveway area;
- 6) The **Village** shall erect, at its own cost, warning signs indicating that parking within said lot by persons other than those persons attending **Church** or conducting **Church** business is restricted to the aforementioned hours and enforceable as per **Village** parking code;
- 7) The parties hereto agree that the term of the lease shall be for a period of three (3) years, commencing on January 8, 2014, and terminating on January 8, 2017; however, it is further agreed either party may terminate this lease at any time prior to January 8, 2017, upon thirty (30) days notice to the other party;
- 8) The parties hereto agree that the **Village** shall make rental payments for said premises of Twelve Hundred Dollars (\$1,200) per month for each month of the duration of the lease, as determined in Paragraph Seven (7) above;
- 9) The **Village** agrees to indemnify the **Church** against any and all liability, losses, claims, demands, damages, or causes of action that may arise as a result of bodily injury and property damage occurring to vehicles parked on said lot during the hours set forth in Paragraph Four (4) above, other than damage occurring as a result of negligent, reckless, or willful actions and/or omissions of the **Church**, its agents, or employees;

- 10) During the term of the lease the **Village** shall, at its sole expense, maintain General Liability insurance with an insurance company rated at least A IX by A.M. Best Company at a limit of at least \$1,000,000 per occurrence naming the **Church** as an Additional Insured and shall, upon the **Church's** request, provide the **Church** with a Certificate of Insurance evidencing the **Village's** maintenance of such insurance;
- 11) It is hereby agreed that the **Village** shall, during the period and times of its tenancy, regulate the parking of vehicles and the traffic in said parking area, to the extent it deems necessary;
- 12) The **Village** agrees to perform striping as deemed necessary by both parties over the term of the lease;
- 13) During the term of the lease, the **Village** further agrees to service and maintain all the electrical lighting systems for the entire parking lot;
- 14) It is hereby agreed that the **Village** shall, at its sole expense, be responsible for storm sewer and drainage maintenance for said premises; and
- 15) It is hereby agreed that the **Church** shall, at its sole expense, be responsible for pothole and crack filling for said premises.

**IN WITNESS WHEREOF**, the parties have hereunto set their hand and seal this \_\_\_\_\_ Day of \_\_\_\_\_, 2014.

**VILLAGE OF TINLEY PARK**

**ATTEST:**

By:

Edward J. Zabrocki  
Village President

By:

Patrick E. Rea  
Village Clerk

**THE UNTIED METHODIST CHURCH OF TINLEY PARK**

By:

Gerald G. Crandall  
Chairman Finance

By:

David Anderson, Chair  
Administrative Board

**ORDINANCE 2013-R-061**

**ORDINANCE AUTHORIZING A PARKING LOT LEASE AGREEMENT BETWEEN  
THE VILLAGE OF TINLEY PARK AND  
THE UNITED METHODIST CHURCH OF TINLEY PARK**

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered an Parking Lot Lease Agreement with the United Methodist Church of Tinley Park for the development of certain property presently within the corporate limits of the Village of Tinley Park, a true and correct copy of such Parking Lot Lease 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 parking lot lease agreement be entered into by the Village of Tinley Park;

**WHEREAS**, the Village in a home rule municipality pursuant to Article VII, Section 6 of the Illinois constitution of 1970, and as such has the authority to exercise any power and perform any function pertaining to its government and affairs; and

**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 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 that the aforesaid "Parking Lot Lease Agreement - The United Methodist Church of Tinley Park" 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 Purchase Agreement.

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

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

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this \_\_\_ day of February, 2014, by the President of the Village of Tinley Park.

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

ATTEST:

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

**EXHIBIT 1**

**Parking Lot Lease Agreement**

**United Methodist Church of Tinley Park**



**Illinois Department of Transportation**

**Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code**

BE IT RESOLVED, by the \_\_\_\_\_ President and Board of Trustees \_\_\_\_\_ of the  
(Council or President and Board of Trustees)  
\_\_\_\_\_ Village \_\_\_\_\_ of \_\_\_\_\_ Tinley Park \_\_\_\_\_, Illinois, that there is hereby  
(City, Town or Village) (Name)  
appropriated the sum of \_\_\_\_\_ \$3,400,000 \_\_\_\_\_ of Motor Fuel Tax funds for the purpose of maintaining  
streets and highways under the applicable provisions of the Illinois Highway Code from \_\_\_\_\_ January 1, 2014 \_\_\_\_\_  
(Date)  
to \_\_\_\_\_ December 31, 2014 \_\_\_\_\_  
(Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at \_\_\_\_\_ Schaumburg \_\_\_\_\_, Illinois.

I, \_\_\_\_\_ Patrick E. Rea \_\_\_\_\_ Clerk in and for the \_\_\_\_\_ Village \_\_\_\_\_  
(City, Town or Village)  
of \_\_\_\_\_ Tinley Park \_\_\_\_\_, County of \_\_\_\_\_ Cook and Will \_\_\_\_\_

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the \_\_\_\_\_ President and Board of Trustees \_\_\_\_\_ at a meeting on \_\_\_\_\_ January 7, 2014 \_\_\_\_\_  
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ 7th \_\_\_\_\_ day of \_\_\_\_\_ January \_\_\_\_\_.

(SEAL) \_\_\_\_\_ Village \_\_\_\_\_ Clerk  
(City, Town or Village)

**Approved**  
\_\_\_\_\_  
Date  
Department of Transportation  
\_\_\_\_\_  
Regional Engineer

Local Agency Village of Tinley Park  
Section Number 14-00000-01-GM

The services to be performed by the consulting engineer, pertaining to the various items of work included in the estimated cost of maintenance operations (BLR 14231 or BLR 14221), shall consist of the following:

**PRELIMINARY ENGINEERING** shall include:

Investigation of the condition of the streets or highways for determination (in consultation with the local highway authority) of the maintenance operations to be included in the maintenance program: preparation of the maintenance resolution, maintenance estimate of cost and, if applicable, proposal; attendance at meetings of the governing body as may reasonably be required; attendance at public letting; preparation of the contract and/or acceptance of BLR 12330 form. The maintenance expenditure statement must be submitted to IDOT within 3 months of the end of the maintenance period.

**ENGINEERING INSPECTION** shall include:

Furnishing the engineering field inspection, including preparation of payment estimate for contract, material proposal and/or deliver and install proposal and/or checking material invoices of those maintenance operations requiring engineering field inspection, as opposed to those routine maintenance operations as described in Chapter 14-2.04 of BLRS Manual, which may or may not require engineering inspection.

For furnishing preliminary engineering, the engineer will be paid a base fee PLUS a negotiated fee percentage. For furnishing engineering inspection the engineer will be paid a negotiated fee percentage. The negotiated preliminary engineering fee percentage for each group shown in the "Schedule of Fees" shall be applied to the total estimated costs of that group. The negotiated fee for engineering inspection for each group shall be applied to the total final cost of that group for the items which required engineering inspection. In no case shall this be construed to include supervision of contractor operations.

**SCHEDULE OF FEES**

Total of the Maintenance Operation	Base Fee
<input checked="" type="checkbox"/> > \$20,000	\$1,250.00
<input type="checkbox"/> ≤ \$20,000 (Negotiated: \$1,250 Max.)	

**PLUS**

Group	Preliminary Engineering		Engineering Inspection		Operation to be Inspected
	Acceptable Fee %	Negotiated Fee %	Acceptable Fee %	Negotiated Fee %	
I	NA	NA	NA	NA	NA
IIA	2%	NA	1%	NA	NA
IIB	3%	NA	3%	NA	NA
III	4%	NA	4%	NA	NA
IV	5%	4%	6%	6%	YES

By: \_\_\_\_\_  
Local Agency Official Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

By: *Jennifer S. Prinz*  
Consulting Engineer Signature

Senior Project Manager  
Title

12/17/13  
Date





MEMO

To: Scott Niehaus, Village Manager
From: Pat Barker, Robinson Engineering

Date: December 6, 2013

Project/Subject: Oak Park Avenue Resurfacing and Complete Street Improvement from 183rd Street to South Street

Project No: 13-308

The village has been successful in securing CMAP Congestion Mitigation Air Quality (CMAQ) federal funding for a Complete Street Improvement of Oak Park Avenue between 183rd Street and South Street.

The scope of work includes roadway resurfacing for 1.15 miles of 3-Lane pavement on Oak Park Avenue north of 183rd Street. A 10 Foot wide hot-mix asphalt multi-use path will be constructed in the east parkway between 183rd Street and 179th Street, replacing the existing sidewalk.

The south terminus of the project is 183rd Street. This project's multi-use path was designed to meet the path proposed for the Roundabout project. On the north end the bike lanes provide connectivity to the Metra Station.

There are 2 IDOT Agreements that require Board approval for this project:

- The Local Agency Agreement provides for the 80% Federal funding for construction and construction engineering, not to exceed \$744,000.
The Construction Engineering Services Agreement provides for the IDOT/FHWA required documentation, observation, inspection and material testing, T&M not to exceed \$50,000.

Table with 4 columns: Expense Summary, Total Cost, Federal Share, Local Share. Row 1: IDOT FY 2014, \$930,000, \$744,000, \$186,000

17000 South Park Avenue
South Holland, IL 60473
(708) 331-6700 Fax (708) 331-3826

253 West 80th Place
Merrillville, IN 46410
(219) 791-0700 Fax (219) 791-0705

10045 Lincoln Highway
Frankfort, IL 60423
(815) 806-0300 Fax (815) 806-0301

304 W. Mondamin St, Suite 100
P.O. Box 880 Minooka, IL 60447
(815) 467-8490 Fax (815) 467-8491

628 Columbus St. Suite 205
Ottawa, IL 61350
(815) 433-0400 Fax (815) 433-0404

1137 E. 5000 N Rd.
Bourbonnais, IL 60914
(815) 806-0300 Fax (815) 929-3257

**RESOLUTION NO. 2013-R-063**

**RESOLUTION AUTHORIZING  
AN INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN THE VILLAGE OF TINLEY PARK  
AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION –  
COMPLETE STREET IMPROVEMENT OF OAK PARK AVENUE FROM  
SOUTH STREET TO 183<sup>RD</sup> STREET**

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

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Intergovernmental Agreement be entered into by the Village of Tinley Park, and but for the provision of the inducements therein the property would not be developed as provided therein;

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

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

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

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

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

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the Corporate Authorities of the Village of Tinley

Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the President of the Village of Tinley Park.

---

Village President

ATTEST:

---

Village Clerk

**EXHIBIT 1**

**RESOLUTION NO. 2013-R-063**

**RESOLUTION AUTHORIZING  
AN INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN THE VILLAGE OF TINLEY PARK  
AND THE ILLINOIS DEPARTMENT OF  
TRANSPORTATION –  
COMPLETE STREET IMPROVEMENT OF  
OAK PARK AVENUE FROM  
SOUTH STREET TO 183<sup>RD</sup> STREET**

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

CLERK'S CERTIFICATE

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

**RESOLUTION NO. 2013-R-063**

**RESOLUTION AUTHORIZING  
AN INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN THE VILLAGE OF TINLEY PARK  
AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION –  
COMPLETE STREET IMPROVEMENT OF OAK PARK AVENUE FROM  
SOUTH STREET TO 183<sup>RD</sup> STREET**

which was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2013, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the \_\_\_\_ day of \_\_\_\_\_, 2013.

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

**AYES:**

**NAYS:**

**ABSENT:**

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this \_\_\_\_ day of \_\_\_\_\_, 2013.

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

 <b>Illinois Department of Transportation</b> <b>Local Agency Agreement for Federal Participation</b>	Local Agency Village of Tinley Park	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 13-00115-00-RS	Fund Type CMAQ	ITEP and/or SRTS Number		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-103-14	CMM-4003(249)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

#### Location

Local Name Oak Park Avenue Route FAU 2774 Length 1.15 mile

Termini South Street to 183<sup>rd</sup> Street

Current Jurisdiction LA Existing Structure No N/A

#### Project Description

This project consists of resurfacing with edge grinding, hot-in-place recycling and surface course placement, curb and gutter repair, pavement patching, pavement marking, hot-mix asphalt multi-use path installation, pavement widening and all incidental and all related work.

#### Division of Cost

Type of Work	CMAQ	%	STATE	%	LA	%	Total
Participating Construction	704,000	( * )		( )	176,000	( Bal )	880,000
Non-Participating Construction		( )		( )		( )	
Preliminary Engineering		( )		( )		( )	
Construction Engineering	40,000	( * )		( )	10,000	( Bal )	50,000
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
Materials		( )		( )		( )	
<b>TOTAL</b>	<b>\$ 744,000</b>		<b>\$</b>		<b>\$ 186,000</b>		<b>\$ 930,000</b>

\*Maximum FHWA (CMAQ) participation 80% not to exceed \$744,000

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

#### Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

#### Method of Financing (State Contract Work)

METHOD A--Lump Sum (80% of LA Obligation) \_\_\_\_\_

METHOD B-- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_

METHOD C--LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents 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 contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA**'s that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA**'s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.uscontractorregistration.com>. If the **LA**, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA**'s certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
  - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

#### IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE**'s USDOT approved Disadvantaged Business Enterprise Program.
- (5) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

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**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

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The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

**APPROVED**

Local Agency

Edward J. Zabrocki

\_\_\_\_\_  
Name of Official (Print or Type Name)

Village Mayor

\_\_\_\_\_  
Title (County Board Chairperson/Mayor/Village President/etc.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

The above signature certifies the agency's TIN number is  
36-6006127 conducting business as a Governmental  
Entity.

DUNS Number 079739873

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Ann L. Schneider, Secretary of Transportation

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
Aaron A. Weatherholt, Deputy Director of Highways

\_\_\_\_\_  
Date

\_\_\_\_\_  
Omer Osman, Director of Highways/Chief Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael A. Forti, Chief Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tony Small, Acting Director of Finance and Administration

\_\_\_\_\_  
Date

**NOTE:** If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Local Agency Village of Tinley Park	 <b>Illinois Department of Transportation</b>  <b>Construction Engineering Services Agreement For Federal Participation</b>	Consultant Robinson Engineering, Ltd.
County Cook		Address 17000 South Park Avenue
Section 13-00115-00-RS		City South Holland
Project No. CMM-4003(249)		State Illinois
Job No. C-91-103-14		Zip Code 60473
Contact Name/Phone/E-mail Address Dale Schepers, Director Public Works dschepers@tinleypark.org 708-444-5510		Contact Name/Phone/E-mail Address Pat Barker, PE (708) 210-5697 pbarker@re ltd.com

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of January, 2014 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

<b>Regional Engineer</b>	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
<b>Resident Construction Supervisor in Responsible Charge</b>	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT A full time LA employee authorized to administer inherently governmental PROJECT activities
<b>Contractor</b>	Company or Companies to which the construction contract was awarded

#### Project Description

Name Oak Park Avenue Route FAU 2774 Length 1.15Mile Structure No. N/A  
Termini South Street to 183<sup>rd</sup> Street

Description: This project consists of resurfacing with edge grinding, hot-in-place recycling and surface course placement, curb and gutter repair, pavement patching, pavement marking, hot-mix asphalt multi-use path installation, pavement widening and all incidental and all related work.

#### Agreement Provisions

#### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
  - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
  - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
  - c. For soils, to obtain samples and perform testing as noted below.
  - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
  - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
  - g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
  - h. Geometric control including all construction staking and construction layouts.
  - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
  - j. Measurement and computation of pay items.
  - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
  - m. Revision of contract drawings to reflect as built conditions.
  - n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
  3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
  4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
  5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
  6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
  7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
  8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
  9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
  10. The undersigned certifies neither the ENGINEER nor I have:
    - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
  - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
  12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
  13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
  14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
  15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

**II. THE LA AGREES,**

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$ , or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor  
 IHDC = In House Direct Costs  
 OH = Consultant Firm's Actual Overhead Factor  
 R = Complexity Factor  
 FF=Fixed Fee  
 SBO = Services by Others

Total Compensation = DL +IHDC+OH+FF+SBO

Specific Rate  (Pay per element)

Lump Sum  \_\_\_\_\_

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

### III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
    - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
    - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
    - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
      - (A) abide by the terms of the statement; and
      - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
  - (b) Establishing a drug free awareness program to inform employees about:
    - (1) the dangers of drug abuse in the workplace;
    - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
    - (3) any available drug counseling, rehabilitation and employee assistance program; and
    - (4) the penalties that may be imposed upon an employee for drug violations.
  - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
  - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
  - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
  - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
  - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.







 <b>Illinois Department of Transportation</b> <b>Local Agency Agreement for Federal Participation</b>	Local Agency	State Contract	Day Labor	Local Contract	RR Force Account
	Village of Tinley Park	X			
	Section	Fund Type		ITEP and/or SRTS Number	
	13-00115-00-RS	CMAQ			

  

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-103-14	CMM-4003(249)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

**Location**

Local Name Oak Park Avenue Route FAU 2774 Length 1.15 mile  
Termini South Street to 183<sup>rd</sup> Street

Current Jurisdiction LA Existing Structure No N/A

**Project Description**

This project consists of resurfacing with edge grinding, hot-in-place recycling and surface course placement, curb and gutter repair, pavement patching, pavement marking, hot-mix asphalt multi-use path installation, pavement widening and all incidental and all related work.

**Division of Cost**

Type of Work	CMAQ	%	STATE	%	LA	%	Total
Participating Construction	704,000	( * )	( )	( )	176,000	( Bal )	880,000
Non-Participating Construction	( )	( )	( )	( )	( )	( )	
Preliminary Engineering	( )	( )	( )	( )	( )	( )	
Construction Engineering	40,000	( * )	( )	( )	10,000	( Bal )	50,000
Right of Way	( )	( )	( )	( )	( )	( )	
Railroads	( )	( )	( )	( )	( )	( )	
Utilities	( )	( )	( )	( )	( )	( )	
Materials							
<b>TOTAL</b>	<b>\$ 744,000</b>		<b>\$</b>		<b>\$ 186,000</b>		<b>\$ 930,000</b>

\*Maximum FHWA (CMAQ) participation 80% not to exceed \$744,000

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

**Local Agency Appropriation**

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

**Method of Financing (State Contract Work)**

METHOD A---Lump Sum (80% of LA Obligation) \_\_\_\_\_  
METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_  
METHOD C---LA's Share Balance \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

**ORDINANCE NO. 2013-O-059**

**AN ORDINANCE ADOPTING AND APPROVING A PERSONNEL MANUAL  
FOR THE VILLAGE OF TINLEY PARK AND REPEALING  
ANY PRIOR EMPLOYEE OR PERSONNEL MANUALS**

**WHEREAS**, effective Village administration requires the availability of sound and well-publicized personnel policies and practices; and

**WHEREAS**, the Village has previously adopted and publicized a personnel manual and personnel policies, which by their terms were not intended to be a contract of employment, and has amended them from time to time; and

**WHEREAS**, the Village periodically reviews its existing employment policies and when appropriate adopts new policies, and has recently completed a comprehensive review of its existing personnel manual and employment policies; and

**WHEREAS**, after due consideration, the Corporate Authorities of this Village have determined that it is in the best interests of the Village to adopt a new Personnel Manual, and to repeal the Village's prior personnel manual and any amendments thereto.

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS**, pursuant to its home rule powers as provided by Article VII, Section 6 of the Illinois Constitution of 1970, as follows:

**ACTION 1:** That the document entitled, "Village of Tinley Park Personnel Manual" (hereinafter referred to as the "Personnel Manual"), a copy of which is attached hereto as EXHIBIT A, is hereby approved and adopted.

**SECTION 2:** That the Personnel Manual herein adopted is not intended to nor shall it be considered as creating any contractual rights between any employee(s) and the Village, but shall operate solely as described therein and on the terms thereof as a reference tool to inform employees about Village policies, procedures and employee benefits.

**SECTION 3:** That the Village retains the right to modify, amend or repeal the Personnel Manual at any time.

**SECTION 4:** That the Village Manager, or his designee, is hereby authorized and directed to review the Personnel Manual every two (2) years, and to recommend to the Corporate Authorities any necessary revisions or updates. However, the failure to conduct said review shall not in any way be construed to invalidate or render ineffective the Personnel Manual.

**SECTION 5:** That in the event that a court of competent jurisdiction finds any part or section or provision of the Personnel Manual, or any policy contained therein, to be invalid for any reason, said determination shall affect only that specific part, section or provision and shall not be deemed to affect the remainder of the Personnel Manual.

**SECTION 6:** That all Ordinances or Resolutions, or parts thereof, in conflict with the provisions of this Ordinance or with the provisions of the Personnel Manual herein adopted are hereby repealed except as stated in the Personnel Manual.

**SECTION 7:** That the Village's prior personnel manual is hereby repealed.

**SECTION 8:** 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 \_\_\_\_\_, 2014, pursuant to a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

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

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VILLAGE PRESIDENT

**ATTEST:**

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VILLAGE CLERK

# TINLEY PARK



## RESOLUTION 2014-R-001

### A Resolution Recognizing the Significant Accomplishments Of Scott R. Niehaus, Village Manager Wishing Him a Fond Farewell As He Begins New Challenges

**WHEREAS**, in May of 2003, Scott R. Niehaus became the fourth Village Manager of Tinley Park, following four years of successful experience as the Assistant Village Manager; and

**WHEREAS**, Scott's extraordinary leadership abilities, high ethical standards, intelligence, coupled with his interpersonal skills of open and honest communication, team building, can-do attitude and competitive spirit that welcomes challenges, can be traced back to his earliest years; and

**WHEREAS**, Scott graduated as Valedictorian of his grade school class while maintaining active involvement in basketball, track and baseball at Immanuel Lutheran School in Elmhurst; and

**WHEREAS**, at York Community High School in 1989, he also graduated at the top of his class with membership in the National Honor Society, and at the same time, member of the varsity basketball and soccer teams, and in the latter sport, he was Academic All Conference in 1988; and

**WHEREAS**, he played soccer and somehow found the time to be a Resident Advisor in the dormitory and President of his Fraternity; and

**WHEREAS**, he went on to Augustana College where he earned his degree in Public Administration. He continued on with graduate study at Northern Illinois University earning a Masters Degree in Public Administration in 1996, while at the same time working as an Administrative Intern for the Village of Elk Grove where he was appointed Assistant to the Village Manager, a position he held until 1999 when he became Assistant Village Manager in Tinley Park; and

**WHEREAS**, upon his arrival in Tinley Park, he immediately became known for his intelligence, tenacity, problem solving ability, team building, and extraordinary communication skills both with staff and citizens; and

**WHEREAS**, in May of 2003, Scott was promoted to the position of Village Manager, an assignment which he held with distinction, generating extraordinary comments from all that he encountered, as he managed a staff of 200 full-time and an additional 200 part-time employees with an annual general fund budget in excess of \$42 million, and total operating budget of over \$100 million annually. He also served as a member and officer of numerous professional organizations; and

**WHEREAS**, the mark of his truly exceptional management abilities was displayed both during a period of economic expansion and development, and also during a period of regional and national economic stress known as the "Great Recession" where through his planning knowledge and keen analytical abilities, was able to lead the Village in such a unique way as to balance the governmental budget, required no staff reductions, maintained merit and longevity pay increases for most of the period and finding the Village bond rating moving from AA to AA+ when most governments and even other countries saw dramatic decreases in their bond ratings; and

**WHEREAS**, during his period as Village Manager, two new commuter railroad stations were constructed winning wide acclaim and national awards, the Tinley Park Convention Center was expanded during this period and has proven to be a regional asset and a financially independent operation, and a greatly enlarged public library. At the same time, he was coordinating a five community state-of-the-art enhanced southwest suburban water system that will provide over 200,000 citizens with that important commodity at competitive pricing well past the middle of the 21<sup>st</sup> century; and

**WHEREAS**, Scott, in his low profile and modest way, has delivered exceptional municipal services while maintaining high employee morale and unequalled citizen respect during a decade of economic turbulence to include rapid expansion and equally rapid contraction. His tenure will be forever marked with a great pride in the history of Tinley Park.

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

- Scott Niehaus, true friend and great American, a person of extraordinary intelligence, possessor of the highest public ethics, team builder and unequal mentor to his staff as well as trusted advisor to his elected officials, shall leave this community with the highest of respect and good will.

**BE IT FURTHER RESOLVED**, that copies of this resolution be provided to Scott Niehaus, his parents, Ken and Ruth Niehaus, and his Fiancé, Jaimie McGill, the Tinley Park Historical Society and the Village of Elmhurst, Illinois.

**ADOPTED THIS** 7<sup>th</sup> day of January, 2014.

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

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

\_\_\_\_\_  
Trustee David G. Seaman

\_\_\_\_\_  
Trustee Gregory J. Hannon

\_\_\_\_\_  
Trustee Brian S. Maher

\_\_\_\_\_  
Trustee Thomas J. Staunton

\_\_\_\_\_  
Trustee Patricia A. Leoni

\_\_\_\_\_  
Trustee T.J. Grady

**COMMENTS FROM  
BOARD AND STAFF**

**COMMENTS FROM  
THE PUBLIC**

# **ADJOURNMENT**