

**NOTICE OF SPECIAL MEETING
OF THE COMMITTEE OF THE WHOLE**

A Special Meeting of the Committee of the Whole is scheduled for
Tuesday March 13, 2018, beginning at 4:30 p.m. in

Council Chambers
Village Hall of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, Illinois

A copy of the agenda for this meeting is attached hereto.

Kristin A. Thirion
Clerk
Village of Tinley Park

MEETING NOTICE

VILLAGE OF TINLEY PARK

SPECIAL MEETING OF THE COMMITTEE OF THE WHOLE

NOTICE IS HEREBY GIVEN that a Special Committee of the Whole Meeting of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, March 13, 2018, beginning at 4:30 p.m. in Council Chambers, located in the Tinley Park Village Hall, 16250 South Oak Park Avenue, Tinley Park, Illinois 60477.

The agenda is as follows:

1. CALL MEETING TO ORDER
2. REVIEW 2019 FISCAL YEAR BUDGET.
3. DISCUSS LENNY'S CAR N WASH ANNEXATION.
4. DISCUSS CREATING A NEW LIQUOR LICENSE CLASS.
5. DISCUSS LIQUOR LICENSE FOR LENNY'S CAR N WASH.
6. DISCUSS BOARD AGENDA/CITIZEN COMMENT.
7. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION
VILLAGE CLERK



Interoffice Memo

Date: March 9, 2018

To: Committee of the Whole

From: David Niemeyer, Village Manager *DN*

Subject: Committee of the Whole Budget Meeting

The Committee of the Whole Budget Review Meeting is scheduled for Monday, March 12, 2018 at 7pm and will continue on Tuesday, March 13, 2018 at 4:30pm. The meeting will kick off with an overview of the budget by the Village Manager and Treasurer. Department Heads will then present, according to the schedule below, an overview of the major budget changes for 2018-19 Fiscal Year followed by questions.

Monday			
Department	Committee	Chair	Staff
Public Works	Public Works	Trustee Younker	Kevin Workowski
Police	Public Safety	Trustee Brady	Chief Neubauer
Fire	Public Safety	Trustee Brady	Chief Reeder
Tuesday			
Mgr's Office/I.T./HR	Admin & Legal	Trustee Pannitto	David Niemeyer/Pat Carr
Mayor's Office	Admin & Legal	Trustee Pannitto	David Niemeyer
Clerk's Office	Admin & Legal	Trustee Pannitto	Clerk Thirion
Finance	Finance	Trustee Mangin	Brad Bettenhausen
TIF	Finance	Trustee Mangin	Brad Bettenhausen
Marketing	Econ. Dev. & Marketing	Trustee Berg	Donna Framke
Economic Development	Econ. Dev. & Marketing	Trustee Berg	Paula Wallrich
Community Development	Community Development	Trustee Glotz	Paula Wallrich
911*	Public Safety	Trustee Brady	Pat Carr

*If Monday night goes quickly, we will also discuss 911 on Monday.

Please remember to bring your Budget Binders with you. Food will be served on Tuesday.





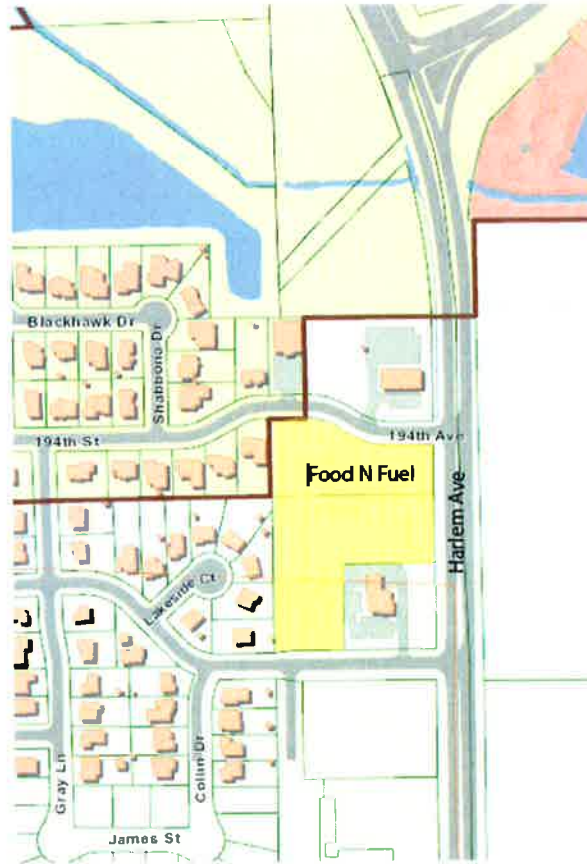
Interoffice Memo

Date: March 9, 2018
To: David Niemeyer, Village Manager
From: Paula J. Wallrich, AICP
Subject: Lenny' Food N Fuel

BACKGROUND: Mr. Leonard McEnery , Lenny's Food N Fuel Harlem Avenue, LLC, has petitioned the Village of Tinley Park to annex his 4.87 acre parcel located at 19420 S. Harlem Avenue. The property currently operates as a motor fueling facility for autos and trucks, a convenience store with drive-up food service window (Dunkin Donuts and Beggars Pizza), a carwash, and outdoor dispensing /filling of propane tanks. Mr. McEnery wishes to expand his business in a similar fashion to his other facilities (Gas N Wash at 8810 W. 191st) which includes the sale of packaged liquor and video gaming. As an unincorporated parcel in Will County, Mr. McEnery's parcel cannot not sell packaged liquor or obtain a video gaming license.

The fueling center and convenience store were constructed in the County in 2015; the car wash was constructed in 2017. Currently both facilities are connected to Frankfort water and sewer.





DISCUSSION: A draft copy of the annexation agreement is attached for the Village Board's review. Highlights of the agreement include:

1. The property will be zoned B-3 with Special Uses to allow for the continuance of existing uses. The Plan Commission will review the zoning request and make a recommendation to the Village Board.
2. An inspection has been performed of all existing buildings. Deficiencies noted in the report (Exhibit C) will be brought into compliance with Village Building, Health, Safety and Fire Codes within 6 months of execution of the Annexation Agreement with the exception of the following:
 - a. Convenience store sprinkler system must be installed within 1 year of execution of the Annexation Agreement.
 - b. Car wash sprinkler system must be installed within 5 years of execution of the Annexation Agreement.
 - c. Fire alarm system must be activated and landscaping brought into compliance with approved Landscape Plan within 3 months of execution of the Annexation Agreement.

3. Owner has agreed to install “no idling of trucks” signs along the west access drive.
4. Current hours of operation will be allowed to continue (6:00 am to 10:00 pm for the carwash, 4:00 am to 10:00 pm for the drive-up food service window and 24 hours per day for the motor fueling facility and convenience store.)
5. All existing signs will be allowed to remain and per Village code, upon annexation those signs in non-conformance with Village code become legal non-conforming signs.
6. Upon the execution of the Annexation Agreement the Village will adopt an ordinance creating a new liquor license that allows for the sale of packaged liquor for off premise consumption and video gaming. Hours will be regulated in the license.
7. The subject parcel will be required to connect to Tinley Park water within 1 year of execution of the annexation agreement.
8. Term of the agreement is 20 years (maximum allowed).
9. Petitioner will pay the following fees/recaptures:

Fee/Recapture	Calculation	Amount	Timing of payment
Cash in lieu of for water main extension along Harlem frontage	12" water main , 333' frontage x \$336.50/foot	\$112,054.50	Upon execution of annexation agreement
Administrative Fee	Sub Regulations-Section XIII	\$250	
Construction Observation Fee	Sub Regulations Section XIII	\$1,0000	
Water Connection Fee	\$150/inch	TBD	Upon connection of Village water or within 1 year of execution of the annexation agreement- whichever is earliest.
Water Construction Fee	Subdivision Regulation	\$1,200	
Water System Connection Fee	Subdivision Regulation	\$200	
Storm Sewer	Subdivision Regulation	\$50	
Recapture of 194 th water main	468 feet of frontage x \$164.25 per foot	\$76,869.00**	

** under negotiation

PROJECTED REVENUE: The Petitioner has estimated the Village will receive approximately \$400,000 annually from sales, video gaming and property taxes, and licensing fees.

SCHEDULE: Upon the recommendation of the Village Board and the Committee of the Whole meeting on March 13, 2018, Staff will proceed with finalizing the Annexation Agreement. Zoning review at the Plan Commission is tentatively scheduled for a workshop on March 15, 2018 and a public hearing on April 5, 2018. The Village Board will then consider the Plan Commission recommendation, the Annexation Ordinance and the Annexation Agreement for a first reading on April 17, 2018. A Public Hearing for the annexation will be held on May 1, 2018 where all annexation and rezoning issues will be eligible for adoption.



ANNEXATION AGREEMENT

INTRODUCTION

1. **This Agreement** is entered into this ____ day of ____ 2018, by and between the VILLAGE OF TINLEY PARK, Illinois, a municipal corporation (hereinafter referred to as the "*Village*"); and Lenny's Food N Fuel Harlem Avenue, LLC, an Illinois Limited Liability Company with Registered Office located at 17112 Pointe Drive Orland Park, Illinois 60467, (hereinafter referred to as "*Owner*").

2. The Property subject to this Agreement and legal title to which the *Owner* is the sole owner of record of a parcel or parcels of real estate and is the subject matter of this Agreement, is legally described on EXHIBIT A attached hereto and hereby made a part hereof and is legally described as follows:

Parcel: 19-09-12-202-014-0000 & 19-09-12-202-016-0000 for levy year 2017

(A Petition to consolidate these PINs and the Territory was filed with the Will County, Illinois Mapping and Platting Office on June 6, 2017.

The said property is hereinafter referred to as the "Subject Property".

3. The Subject Property is generally located at 19420 S. Harlem Avenue, Frankfort, The Subject Property contains approximately 4.87 acres and is contiguous with the Village of Tinley Park.

4. The Village of Tinley Park is a Home Rule Unit pursuant to the provisions of the Illinois Constitution, Article VII, Section 6, and the terms, conditions and acts of the Village under this Agreement are entered into and performed pursuant to the Home Rule powers of the Village and the statutes in such cases made and provided.

RECITALS:

1. The *Owner* has petitioned the Village for annexation to the Village of the Subject Property conditioned on the approval of this Agreement.
2. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village with respect to annexation including the filing of a petition by the *Owner* requesting annexation of the above-described Subject Property
3. All reports by all relevant governmental entities have been submitted enabling appropriate action by the Village Board of Trustees to achieve the following:
 - (a) Adoption and execution of this Agreement by resolution;
 - (b) Enactment of an annexation ordinance annexing the Subject Property as described above to the Village;
 - (c) The adoption of such other ordinances, resolutions and actions as may be necessary to fulfill and implement this Agreement pursuant to the terms and conditions herein contained.
4. The Subject Property is located within the Frankfort Library District and the Frankfort Fire Protection District; the adjacent roads are under Frankfort Township jurisdiction. Notices will be sent to these jurisdictions as notification that the property will be annexed to the Village and thereby will be incorporated into the Tinley Park Library and Fire Department boundaries and the annexation of the subject property will extend boundaries to the far side of adjacent right-of-ways.
5. The parties hereto have determined that it is in the best interests of the *Village* and the *Owner* and in furtherance of the public health, safety, comfort, morals and welfare of the community to execute and implement this Agreement and that such implementation of this Agreement will comply with the comprehensive plan of the Village and will provide a very valuable asset to the community.

6. The Introduction and Recitals hereto are hereby incorporated by reference as a part of this Agreement.

SECTION 1 ANNEXATION OF THE PROPERTY

The *Owner* has filed a petition for annexation to the *Village* of the Subject Property. The *Village* shall proceed to consider the question of annexing the Subject Property to the *Village* and do all things necessary or appropriate to cause the Subject Property to be validly annexed to the *Village*. The Subject Property shall be annexed in whole. All ordinances, plats, affidavits and other documents necessary to accomplish annexation shall be recorded by the *Owner* at the *Owner's* expense including the Plat of Annexation attached hereto as Exhibit B. The new Boundary of the *Village* resulting from such annexation shall extend to the far side of any adjacent highway and shall include all of every highway within the area so annexed.

The *Owner* shall pay monies in cash form, to the *Village* of all expenses enumerated within this Agreement as hereinafter stated.

SECTION 2 BUILDING CODE COMPLIANCE

On March 2, 2018 the *Village* completed a comprehensive inspection of the Subject Property. The Inspection Report is attached hereto as Exhibit C. Within six (6) months of the execution of this agreement all issues identified on the Inspection Report must be brought into Compliance with the respective *Village* Code. *Owner* must also complete the following upgrades/repairs within the noted timeframe: (1) Install a fire sprinkler system for the convenience store (including exterior sprinklers to address fire suppression issues related to the canopy), within one (1) year of the execution of this Agreement; (2) install a Fire Sprinkler system for the car wash within five (5) years of the execution of the Agreement, (3) all Fire

Alarm systems must be activated and monitored per Village Code and (4) the landscape must be brought into compliance with the approved Landscape Plan attached hereto as Exhibit D within three (3) months of the execution of the annexation agreement. The Owner has agreed to post and enforce “no idling of trucks” along the access way at the west side of the property. Notwithstanding the foregoing, any structures constructed upon the Subject Property subsequent to the execution of this Agreement shall be constructed in full compliance with all Village Ordinances, Codes and Regulations.

SECTION 3 ZONING AND CONTINUATION OF EXISTING USES

Simultaneous with the Village’s enactment of an ordinance approving the execution of this Agreement the Village will rezone the property to B-3 and grant a Special Use to allow for a continuation of existing uses on the Subject Property including (1) a motor fueling facility for autos and trucks, (2) convenience store with drive-up food service window, (3) a carwash, and (4) outdoor dispensing and filling of propane tanks. Hours of operation have been established and shall remain as 6:00 am to 10:00 pm for the carwash, 4:00 am to 10:00 pm for the drive-up food service window and 24 hours per day for the motor fueling facility and convenience store. All existing facilities, including buildings, signage, food service, and propane dispensing and display areas have been permitted and approved by the County of Will, Illinois. In reviewing the Petition and Agreement, the *Village* has given due consideration to the continuation of the present existing uses. Notwithstanding any provision of the Village’s Zoning Ordinance or Subdivision Control Ordinance, or any other Village Ordinances now in effect or which may in the future be in effect which may be in conflict with the existing uses of the Subject Property, such existing uses, including signage, shall be deemed legally permitted non-conforming uses

under all Village Codes and Ordinances. A copy of the existing sign plan is attached hereto as Exhibit E.

SECTION 4 LIQUOR AND VIDEO GAMING LICENSE

Simultaneous to the adoption of this Agreement the Village shall adopt an ordinance creating a new class of license to allow for the sale of packaged alcohol for off premises consumption and video gaming for "truck stops" as such term is defined in the Illinois Video Gaming Act. The Village President, as local liquor control commissioner, will issue such licenses provided that the applicant shall meet each and every provision of the Village's liquor control ordinance and the Liquor Control Act of 1934 (235 ILCS 5/1-1, *et seq.*) relating to applications, qualifications, regulations, and restrictions for operators of establishments serving, dispensing, or selling alcoholic beverages. It is expressly understood by the parties that, notwithstanding any other provision of this Agreement any changes in, modifications of, or amendments to the liquor control ordinance that shall impose more restrictive requirements and regulations on establishments serving, dispensing, or selling alcoholic beverages or operators or licensees thereof shall be applicable to establishments the Subject Property. The ordinance, as it may be amended from time to time, shall operate uniformly and without exception on all persons and establishments within the class to which it relates. No license that may be issued hereunder shall be effective for a period in excess of the term applicable to the respective classification as provided in the liquor control ordinance. The location of such liquor establishments shall be in accordance with good planning standards and applicable provisions of state and local law. The refusal to issue licenses on the basis that the request is not in compliance with good planning standards shall be exercised only in cases of a clear abuse of such reasonable standards. Owner

further agrees that no sign advertising Video Gaming shall be in neon lighting or greater than 4 square.

SECTION 5 UTILITY CONNECTIONS, RECAPTURES AND CONTRIBUTIONS

The existing convenience store and carwash are currently being serviced with sanitary sewer and water from the Village of Frankfort, Illinois. There shall be a payment of monies in lieu of constructing a water main along the frontage of the subject property in the amount of \$112,054.50 for construction of a 12 inch water main along 333 feet of Harlem Avenue frontage. Such payment shall be made upon execution of the annexation agreement. There shall also be a connection to the Tinley Park water facilities and payment of all fees related to connection as more fully outlined in Exhibit F. The *Owner* shall connect within one (1) year of the execution of the annexation agreement. There is an existing water main along 194th that has a recapture of \$ _____ (Under Negotiation); such recapture fee shall be paid upon connection to the Village of Tinley Park water system.

SECTION 6 STREET LIGHTS

The *Village* reserves the right to assess the property if street lights are installed along Harlem Avenue in the future. Costs per foot will be equitable distributed and based on Harlem Avenue frontage. Such improvements shall be in accordance with Village Engineering Design Standards and Village of Tinley Park Subdivision Ordinance.

SECTION 7 EASEMENTS

The *Owner* agrees to grant to the *Village*, and/or obtain grants to the *Village* of, all necessary easements for the extension of water other utilities, including cable television, or for other improvements which may serve the Subject Property. All such easements to be granted

shall name the *Village* and/or other appropriate entities designated by the *Village* as grantee thereunder. It shall be the responsibility of the *Owner* to obtain all off-site easements necessary to serve the Subject Property; provided, however, the *Village* agrees to assist, to the extent possible, the *Owner* in obtaining any such required (if any) off-site easements.

SECTION 8 UTILITIES

All future electricity, telephone, cable television and gas lines shall be installed underground, the location of which underground utilities shall be at the *Owner's* option.

SECTION 9 IMPACT REQUIREMENTS

The *Owner* agrees that any and all recaptures, contributions, dedications, donations and easements provided for in this Agreement substantially advance legitimate governmental interests of the *Village* and are uniquely attributable to, reasonably related to and made necessary by the Annexation of the Subject Property into the Village.

SECTION 10 DISCONNECTION

The *Owner* agrees and all subsequent owners and any subsequent developers, agree to take no action to disconnect, and to seek no petition for disconnection, of the Subject Property, or any portion thereof, from the Village for the entire term of this Agreement.

SECTION 11 TERM

This Agreement shall be binding upon the Parties and their respective successors and assigns for twenty (20) years, commencing as of the date hereof, and for such further terms as may hereinafter be authorized by statute and by Village ordinance. If any of the terms of this Agreement, or the annexation or zoning of the Subject Property, is challenged in any court proceeding, then, to the extent permitted by law, the period of time during which such litigation is pending shall not be included in calculating said twenty (20) year period. The expiration of Term of this Agreement shall not affect the continuing validity of the zoning of the Subject Property or any ordinance enacted by the *Village* pursuant to this Agreement.

SECTION 12 MISCELLANEOUS

A. **Amendment.** This Agreement, and the exhibits attached hereto, may be amended only by mutual consent of the Parties or their successors in interest, by adoption of an ordinance by the *Village* approving said amendment as approved by said Parties or their successors in interest.

B. **Severability.** If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements and portions of this Agreement, and to that end, all provisions, covenants, agreements and portions of the Agreement are declared to be severable. If for any reason the annexation or zoning of the Subject Property is ruled invalid, in whole or in part, the Corporate Authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as disclosed by this Agreement, provided that the foregoing shall be undertaken as the expense of the *Owner*.

C. **Entire Agreement.** This Agreement sets forth all agreements, undertakings and covenants between and among the Parties. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire agreement of the Parties.

D. **Survival.** The provisions contained herein shall survive the annexation of the Subject Property and shall not be merged or expunged by the annexation of the Subject Property to the Village. The provisions of this Agreement related to zoning of the Subject Property, easements, and any fees to be paid by the *Owner*, including without limitation impact fees of any nature, shall survive the termination of this Agreement. All fees and charges to be paid by the *Owner* under this Agreement shall be contractual and shall survive any judicial determination of the invalidity or inapplicability of any ordinance providing for payment of same.

E. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the *Owner*, and their respective heirs, legal representatives, successors, grantees, lessees, and assigns, and upon successor corporate authorities of the Village and successor municipalities, and shall constitute a covenant running with the land. This Agreement may be assigned without the Village's approval, and upon said assignment and acceptance by an assignee, the assignor shall have no further obligations hereunder. If a portion of the Subject Property is sold, the seller shall be deemed to have assigned to the purchaser any and all rights and obligations seller may have under this Agreement which affect the portion of the Subject Property sold or conveyed and thereafter the seller shall have no further obligations under this Agreement as it relates to the portion of the Subject Property conveyed.

F. **Notices.** Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, or personally delivered, to

the Parties at the following addresses, or at such other addresses as the Parties may, by notice, designate:

If to Village:

Village of Tinley Park
David Niemeyer
16250 S. Oak Park Avenue
Tinley Park, Illinois 60477

With a copy to:

Patrick G. Connelly
Peterson Johnson & Murray, Chicago-LLC
200 West Adams Street
Suite 2125

If to the Owner:

Leonard McEnery, Manager
Lenny's Food N Fuel Harlem Avenue, LLC
8200 W. 185th Street, Unit K
Tinley Park, 60487

With a copy to:

Lyman C. Tieman
Attorney at Law
12417 Tahoe Lane
Mokena, IL 60448

Notices shall be deemed given on the fifth (5th) business day following deposit in the U.S. Mail if given by certified mail as aforesaid, and upon receipt, if personally delivered.

G. **Time of Essence.** Time is of the essence of this Agreement and of each and every provision hereof.

H. **Village Approval.** Wherever any approval or consent of the Village, or of any of its departments, officials or employees, is called for under this Agreement, the same shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written and, by so executing, each of the Parties warrants that it possesses full right and authority to enter into this Agreement.

**LENNY'S FOOD N FUEL
HARLEM AVENUE, LLC,**

**VILLAGE OF TINLEY PARK,
an Illinois municipal corporation**

By: _____

Leonard McEnery, Manager

By: _____

Jacob Vandenberg, Village President

EXHIBIT A
LEGAL DESCRIPTION OF TERRITORY

PARCEL 1: LOT 19, EXCEPT THE SOUTH 242.23 FEET OF THE EAST 252.29 FEET IN INDIAN TRAILS SUBDIVISION, A SUBDIVISION OF PART OF THE SOUTHEAST FRACTIONAL AND NORTHEAST FRACTIONAL X OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD

PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 10, 1994 AS DOCUMENT NUMBER R94-103567, AND CERTIFICATE OF CORRECTION RECORDED MARCH 28, 1996 AS DOCUMENT NUMBER R96-26746, IN WILL COUNTY, ILLINOIS.

PIN:09-12-202-014-0000

PARCEL 2: THE NORTH 500 FEET OF THE EAST 520.89 FEET OF THE SOUTH 969.26 FEET OF THE NORTHEAST FRACTIONAL QUARTER, SOUTH OF INDIAN BOUNDARY LINE, OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 283.00 FEET THEREOF AND EXCEPT THAT PART THEREOF TAKEN FOR HARLEM AVENUE AND EXCEPT THOSE PARTS THEREOF TAKEN FOR 194TH STREET AND FOR LOT 1 IN BERKSHIRE COMMERCE PARK, BEING A SUBDIVISION OF PART OF SAID NORTHEAST FRACTIONAL QUARTER, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1987, AS DOCUMENT NUMBER R87-10649), IN WILL COUNTY, ILLINOIS.

PIN:09-12-202-016-0000

PARCELS 1 AND 2 ARE COMMONLY KNOWN AS:

SWC 194TH STREET AND HARLEM
AVENUE FRANKFORT, IL 60423

EXHIBIT B
PLAT OF ANNEXATION

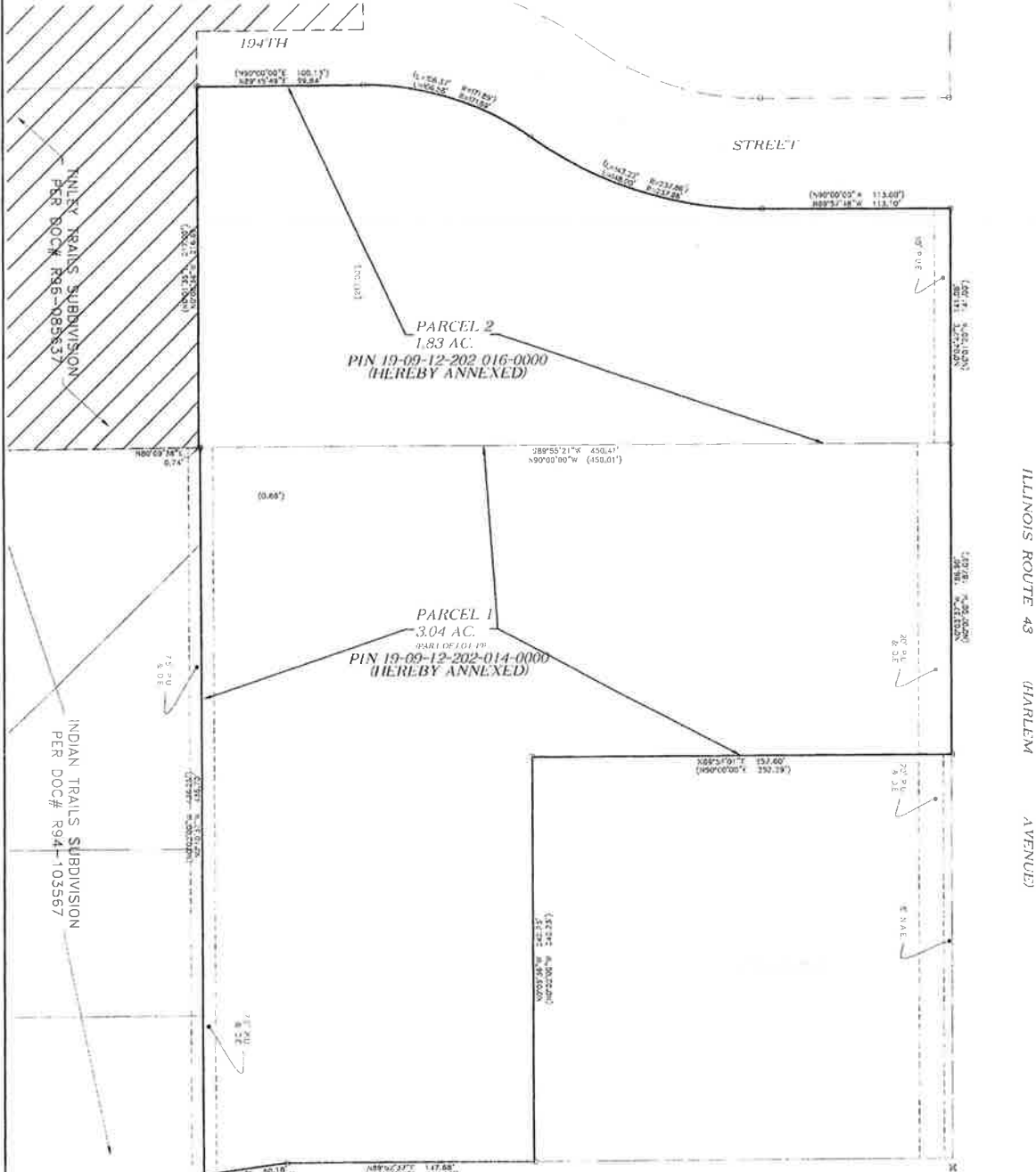
DRAFT

PLAT OF ANNEXATION

TO
THE VILLAGE OF TINLEY PARK, ILLINOIS

PARCEL 1
THE NORTH 500 FEET OF THE EAST 520.88 FEET OF THE SOUTH 70.33 FEET OF THE NORTH 1/4 SECTION 14, TOWNSHIP 34 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEERFIELD COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED UNDER NUMBER 10 1944 AS DOCUMENT NUMBER 105757, AND CERTIFICATE OF COMPLETION RECORDED UNDER NUMBER 10 1944 AS DOCUMENT NUMBER 105757, AND CERTIFICATE OF COMPLETION RECORDED UNDER NUMBER 10 1944 AS DOCUMENT NUMBER 105757.

PARCEL 2
THE NORTH 500 FEET OF THE EAST 520.88 FEET OF THE SOUTH 70.33 FEET OF THE NORTH 1/4 SECTION 14, TOWNSHIP 34 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEERFIELD COUNTY, ILLINOIS, EXCEPT THAT 1944 BEING EXCEPTED FOR THE PURPOSES OF THIS PLAT, AND EXCEPT THOSE PARTS THEREOF TAKEN FOR 194TH STREET AND FOR LOT 1 IN DEERFIELD COMMERCE PARK BEING A SUBDIVISION OF PART OF SAID NORTHWEST QUARTER, 14, ACCORDING TO THE PLAT THEREOF RECORDED UNDER NUMBER 10 1944 AS DOCUMENT NUMBER 105757, IN DEERFIELD COUNTY, ILLINOIS.



TINLEY TRAILS SUBDIVISION
PER DOC# R96-085837

INDIAN TRAILS SUBDIVISION
PER DOC# R94-105567

ILLINOIS ROUTE 43 (HARLEM AVENUE)



LEGEND

ALL AREAS SHOWN WITH HATCHING ARE UNANNEXED LANDS.

ALL AREAS SHOWN WITH DOTTING ARE ANNEXED LANDS.

OWNER'S CERTIFICATE (PIN #22-33-100-009 & 22-33-100-012)

STATE OF ILLINOIS)
COUNTY OF DEERFIELD)

I, _____ DO HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED IN THE CAPTION TO THIS PLAT, BEING DRAWN AND AS SHOWN ON THE ATTACHED MAP, AND I HEREBY CONSENT TO THE ANNEXATION GRANTED BY THIS DOCUMENT.

DATED THIS ____ DAY OF ____ A.D. 20__

OWNER: _____

OWNER'S NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DEERFIELD)

I, _____ A NOTARY PUBLIC, DO HEREBY CERTIFY THAT THE PEOPLE WHOSE SIGNATURES APPEAR IN THE "OWNER'S CERTIFICATE" ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE DESCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS AND THAT THEY APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE FOREGOING INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL IN _____ COUNTY, ILLINOIS, THIS ____ DAY OF ____ A.D. 20__

NOTARY PUBLIC: _____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DEERFIELD)

I, _____ AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT AS HEREON DRAWN AND AS SHOWN ON THE ATTACHED MAP, IS A TRUE AND CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED IN THE FOREGOING CAPTION.

I HAVE THEREBY DESIGNATED THE VILLAGE OF TINLEY PARK TO ACT AS MY AGENT FOR THE PURPOSES OF RECORDING THIS DOCUMENT.

DATED AND SUBSCRIBED AT DEERFIELD, ILLINOIS, THIS ____ DAY OF ____ A.D. 20__

BY: _____

ILLINOIS PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS

PRESIDENT AND BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DEERFIELD)

I, _____ PRESIDENT OF THE VILLAGE OF TINLEY PARK, DO HEREBY CERTIFY THAT THE PLAT AS HEREON DRAWN AND AS SHOWN ON THE ATTACHED MAP, IS A TRUE AND CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED IN THE FOREGOING CAPTION.

I HAVE THEREBY DESIGNATED THE VILLAGE OF TINLEY PARK TO ACT AS MY AGENT FOR THE PURPOSES OF RECORDING THIS DOCUMENT.

DATED AND SUBSCRIBED AT DEERFIELD, ILLINOIS, THIS ____ DAY OF ____ A.D. 20__

BY: _____ PRESIDENT

ATTEST: _____ VILLAGE CLERK

DATE	BY	DESCRIPTION

M. GINGERICH, CREAUX & ASSOCIATES
PLANNING • SURVEYING

1100 N. WILSON AVE., SUITE 200
DEERFIELD, ILLINOIS 60015
TEL: 847-470-0000
FAX: 847-470-0001
WWW.MGCA-IL.COM

EXHIBIT C
INSPECTION REPORT

DRAFT



March 7, 2018

Village President
Jacob C. Vandenberg

Village Clerk
Kristin A. Thirion

Village Trustees
Brian H. Younker
Michael J. Pannitto
Cynthia A. Berg
William P. Brady
Michael W. Glotz
Michael J. Mangin

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

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

Community Development
(708) 444-5100
Fax: (708) 444-5199

Public Works
(708) 444-5500

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

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

Fire Department
(708) 444-5200
Non-Emergency
Fax: (708) 444-5299

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

Senior Community Center
(708) 444-5150



Mr. Leonard McEnery
Lenny's Food N Fuel Harlem Avenue, LLC
17112 Point Drive
Orland Park, IL 60467

RE: Annexation Inspection
19420 Harlem Avenue

Dear Mr. McEnery:

On March 2, 2018, an inspection was performed the property located at 19420 Harlem Avenue. During the inspection, the Inspectors noted that the following items must be corrected to comply with Village code:

BUILDING:

1. Low exit sign at North door in car was not illuminated.
2. Crates blocking low exit sign at South exit door in main building.
3. HVAC - Hoods in Dunkin Donuts must have current service stickers attached.

ELECTRIC:

1. Common area electrical panels must be locked from the public.
2. Must label FACP panel with power circuit # and panel feed all electrical panels must have typed panel schedules.
3. Must install missing explosion proof cap.
4. Must install Bonding jumper at water service around RPZ.
5. Must remove all extension cords (front of the store).
6. Must electrically bond gas pipe.

PLUMBING:

1. Carbonated dispensers and chemical dispensing units shall have dedicated water lines and approved backflow protection devices. IPC 890.1140 J, 890.1140 H-1
2. Dual check valves are required on both water lines for faucet with hand held sprayer. IPC - 890.1130 I-6

HEALTH:

1. Single service items stored on floor - store 6" off floor.
2. Personal items stored with food/food storage areas- store all items separately.
3. Personal drinks and food stored over food items for restaurant- provide lid and straws, store drinks separately or below items.
4. Spray bottle unlabeled. Label all food items with name and date. Label all toxic items with name and separately from food and food storage areas.
5. Holes in wall above coffee area- caulk and seal holes.
6. Gasket ripped on prep top cooler unit- keep clean and replace when needed.

PLANNING:

1. The Village's Outdoor Sales Display standard will be enforced. There are products in front of main entrance.
2. Please replace missing trees as indicated on landscape plan. (attached)
3. Please provide landscaping around south monument sign.
4. Please stripe parking areas on west side of building near truck fuel canopy.
5. Please remove fire wood storage located behind store. Open storage is not permitted.

FIRE PREVENTION:

- Knox boxes are installed on both buildings; covers need to be changed from Frankfort Key cylinder to a Tinley Park key cylinder.

PUBLIC WORKS:

- Two (2) meters and a vault will need to be installed.
- There are two (2) RPZ's, certificates will need to be kept current.

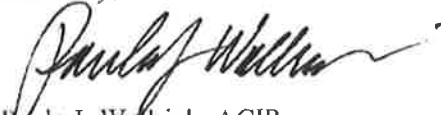
When all corrections are complete, please contact the Building Department at (708) 444-5100 to schedule re-inspections. All inspectors will then conduct a final inspection, and pending any further corrections, a Certificate of Occupancy will be issued for your business and/or building, along with a Tinley Park Business License.

BUSINESS LICENSE INFORMATION

Please complete the enclosed Business License application and return it to the Clerk's Office. If you have any questions concerning the Business License application, please contact the Clerk's Office at (708)444-5000.

Should you have further questions regarding any of these items, please feel free to contact Jean Bruno, Office Coordinator, at 708-444-5100.

Sincerely,



Paula J. Waltrich, ACIP
Community Development Director

JPW:jb

CC: Lyman Tieman, Attorney via email

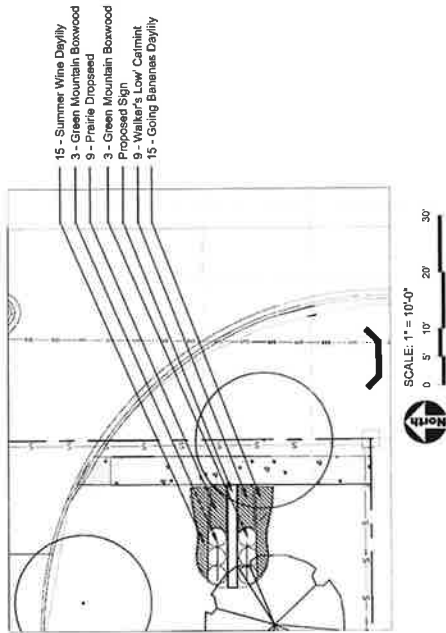
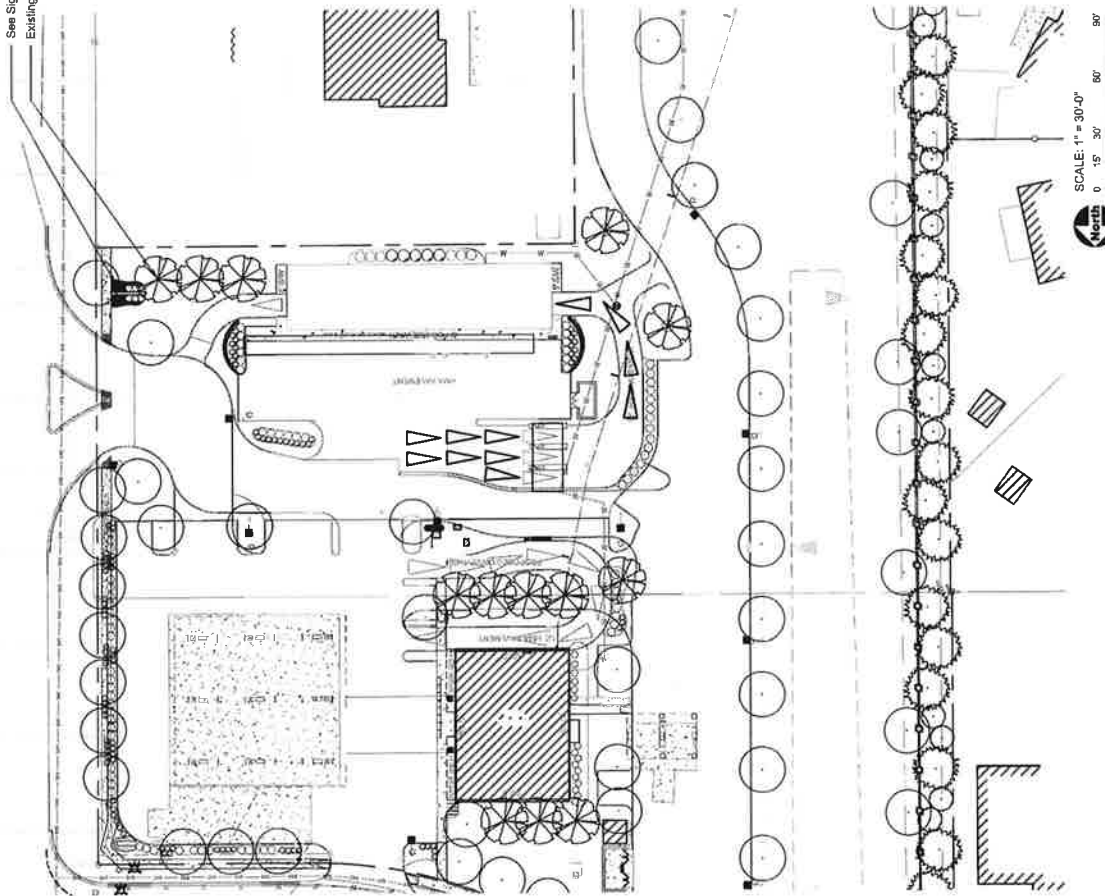
Enclosures

EXHIBIT D
LANDSCAPE PLAN

DRAFT

Exhibit D

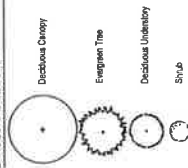
See Sign Enlargement
Existing Landscaping



- 15 - Summer Wine Daylily
- 3 - Green Mountain Boxwood
- 9 - Prairie Dropseed
- 3 - Green Mountain Boxwood
- Proposed Sign
- 9 - Walker's Low Catmint
- 15 - Going Bananas Daylily

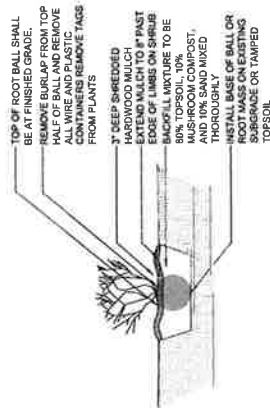
SCALE: 1" = 10'-0"
 0 5' 10' 20' 30'

LANDSCAPE LEGEND



PLANT LIST

CITY	SIZE	BOTANICAL NAME	COMMON NAME
3	12" H. x 24" W. 2nd Year	Green Mountain Boxwood	Green Mountain Boxwood
9	15" H. x 12" W. 2nd Year	Walker's Low Catmint	Walker's Low Catmint
15	15" H. x 12" W. 2nd Year	Summer Wine Daylily	Summer Wine Daylily
3	12" H. x 24" W. 2nd Year	Green Mountain Boxwood	Green Mountain Boxwood
9	15" H. x 12" W. 2nd Year	Walker's Low Catmint	Walker's Low Catmint
15	15" H. x 12" W. 2nd Year	Summer Wine Daylily	Summer Wine Daylily
3	12" H. x 24" W. 2nd Year	Green Mountain Boxwood	Green Mountain Boxwood
9	15" H. x 12" W. 2nd Year	Walker's Low Catmint	Walker's Low Catmint
15	15" H. x 12" W. 2nd Year	Summer Wine Daylily	Summer Wine Daylily
3	12" H. x 24" W. 2nd Year	Green Mountain Boxwood	Green Mountain Boxwood
9	15" H. x 12" W. 2nd Year	Walker's Low Catmint	Walker's Low Catmint
15	15" H. x 12" W. 2nd Year	Summer Wine Daylily	Summer Wine Daylily
3	12" H. x 24" W. 2nd Year	Green Mountain Boxwood	Green Mountain Boxwood
9	15" H. x 12" W. 2nd Year	Walker's Low Catmint	Walker's Low Catmint
15	15" H. x 12" W. 2nd Year	Summer Wine Daylily	Summer Wine Daylily
3	12" H. x 24" W. 2nd Year	Green Mountain Boxwood	Green Mountain Boxwood
9	15" H. x 12" W. 2nd Year	Walker's Low Catmint	Walker's Low Catmint
15	15" H. x 12" W. 2nd Year	Summer Wine Daylily	Summer Wine Daylily
3	12" H. x 24" W. 2nd Year	Green Mountain Boxwood	Green Mountain Boxwood
9	15" H. x 12" W. 2nd Year	Walker's Low Catmint	Walker's Low Catmint
15	15" H. x 12" W. 2nd Year	Summer Wine Daylily	Summer Wine Daylily
3	12" H. x 24" W. 2nd Year	Green Mountain Boxwood	Green Mountain Boxwood
9	15" H. x 12" W. 2nd Year	Walker's Low Catmint	Walker's Low Catmint
15	15" H. x 12" W. 2nd Year	Summer Wine Daylily	Summer Wine Daylily



Shrub Installation

SCALE: 4 1/2" = 1'

DATE: 11/11/11

PROJECT
Food N Fuel
 194th & Harlem
 Franklin Township Will County, IL

PROJECT TEAM



uplandDesign ltd

Park Planning and Landscape Architecture
 2400 S. Halsted
 Chicago, IL 60608
 Phone: 815-254-5091 www.uplanddesign.com

M. Grogan, Grogan & Associates
 25670 S. Coopers Rd.
 Menasha, WI 54952
 Phone: 815-478-9800

SHEET TITLE

**Car Wash Sign
 Landscape
 Plan**

SHEET NUMBER

L1.0

DRAW / REVISION

NO.	DATE	DESCRIPTION
1	11/11/11	Initial Design
2	11/11/11	Final Design
3	11/11/11	Final Design
4	11/11/11	Final Design
5	11/11/11	Final Design

Project Number: 02057 © Copyright 2011 Upland Design, Inc.

PROJECT
Food N Fuel
 194th & Harlem
 Frankfort Township Will County, IL

PROJECT TEAM

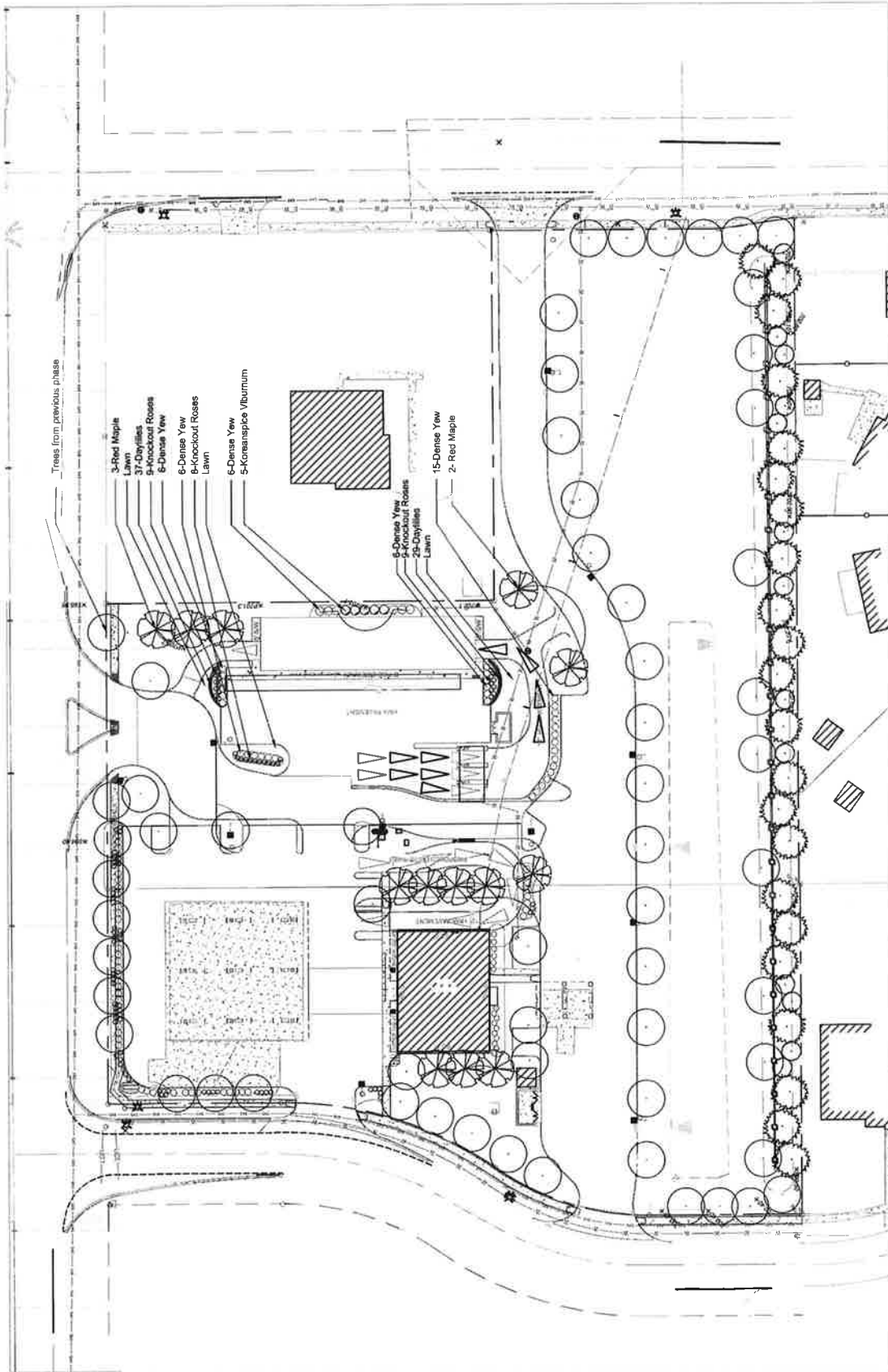
 uplandDesign ltd
 Urban Planning and Landscape Architecture
 1111 S. Cass St., Suite 100
 Chicago, IL 60607
 Phone: 815.478.9650
 M. Chengich, Corporate & Associates
 2520 S. Cass St.
 Mokena, Illinois 60442
 Phone: 815.478.9650

SHEET TITLE
Car Wash
Landscape
Plan



SHEET NUMBER L1.0

DRAW / REVISION

NO.	DATE	BY	REVISION
01	04/18/2017	UP	Initial
02	04/18/2017	UP	Final Review
03	04/18/2017	UP	Final Review
04	04/18/2017	UP	Final Review



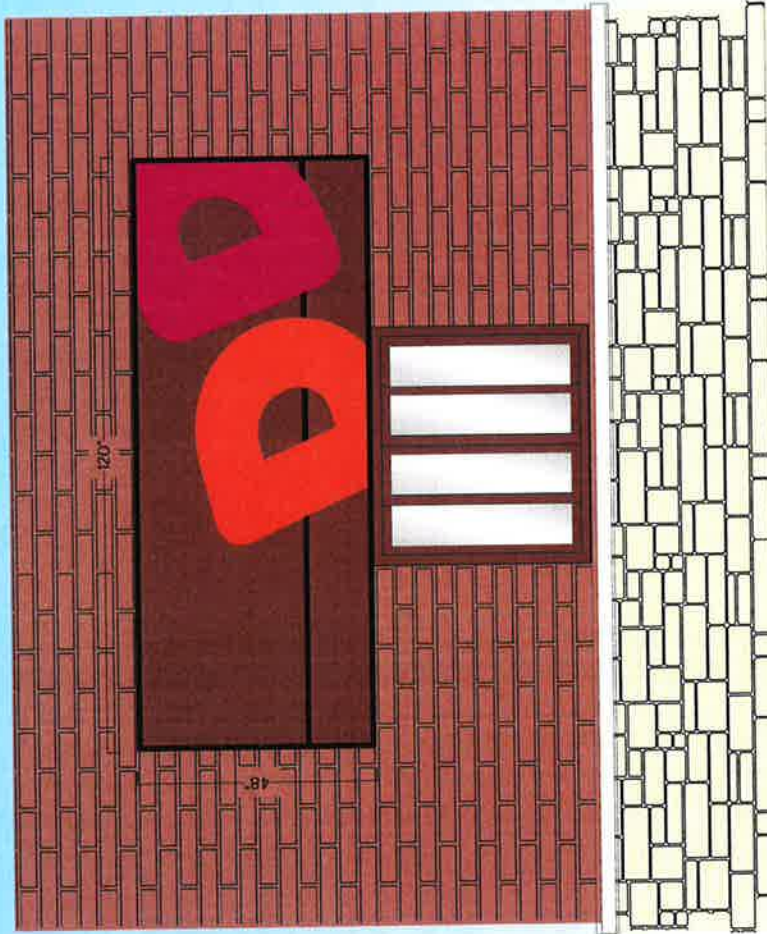
LANDSCAPE LEGEND

-  Deciduous Canopy
-  Evergreen Tree
-  Deciduous Understory
-  Shrub

SCALE: 1" = 30'-0"
 0 15' 30' 60' 90'

EXHIBIT E
EXISTING SIGN PLAN

DRAFT



1/2" SCALE



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ORLAND PARK, ILLINOIS
708-448-0826 FAX 708-448-9092

Name _____

Approved _____

Date _____
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Date _____

Drawn By ED

Noted 7-9-15

Date _____

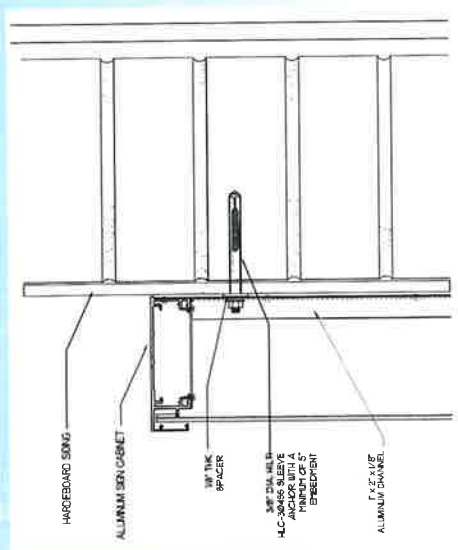
Description DD AWNING

Title FOOD N' FUEL - FRANKFORT (HARLEM AVE)
 Drawing No 15-096.2C3

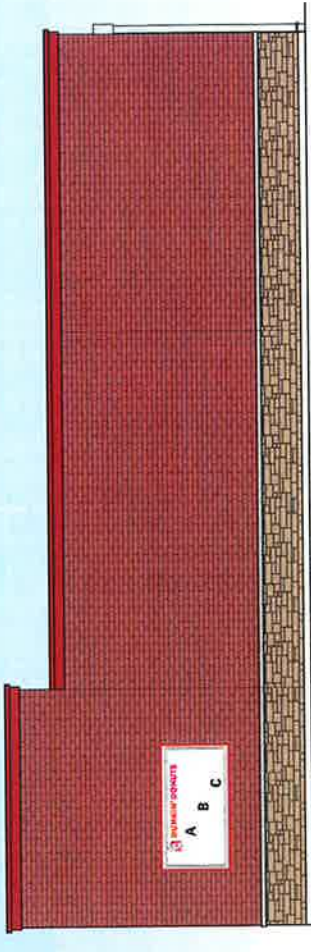


EXISTING SIGN PERMIT #500037

EAST ELEVATION 1/8" SCALE



BRACING DETAIL
3/16" = 1"

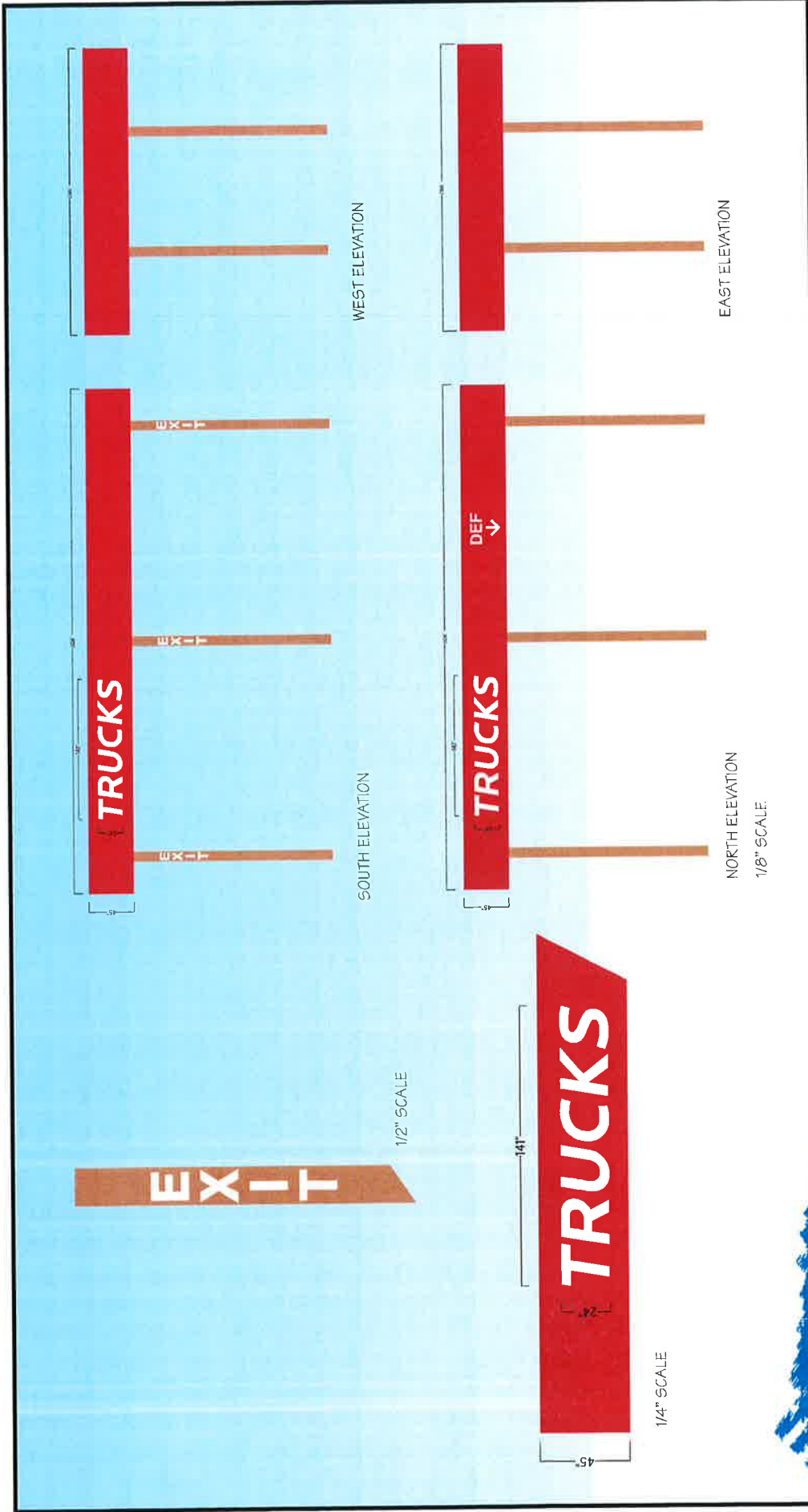


NORTH ELEVATION 1/8" SCALE

Date	By	ED	7-2-15	7-9-15	10-2-15	ED	ED	ED	ED	ED
4-24-14	ED									
Title: FOOD N' FUEL - FRANKFORT (HARLEM AVE) Description: WALL MARQUEE SIGN Revision: 2-21-15 Drawing No: 15-096.2C										

Approved: _____ Date: _____
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Scale	NOTED	Title	FOOD N' FUEL - FRANKFORT (HARLEM AVE)
Date	12-23-14	Description	TRUCK CANOPY SIGNAGE
Drawn By	D.S.	Reviewed By	ED
Date		Date	1/7/15
		Drawing No	14-258.4C

Approved _____ Date _____

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Notes

Approved

_____ Date _____

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Sales NOTED

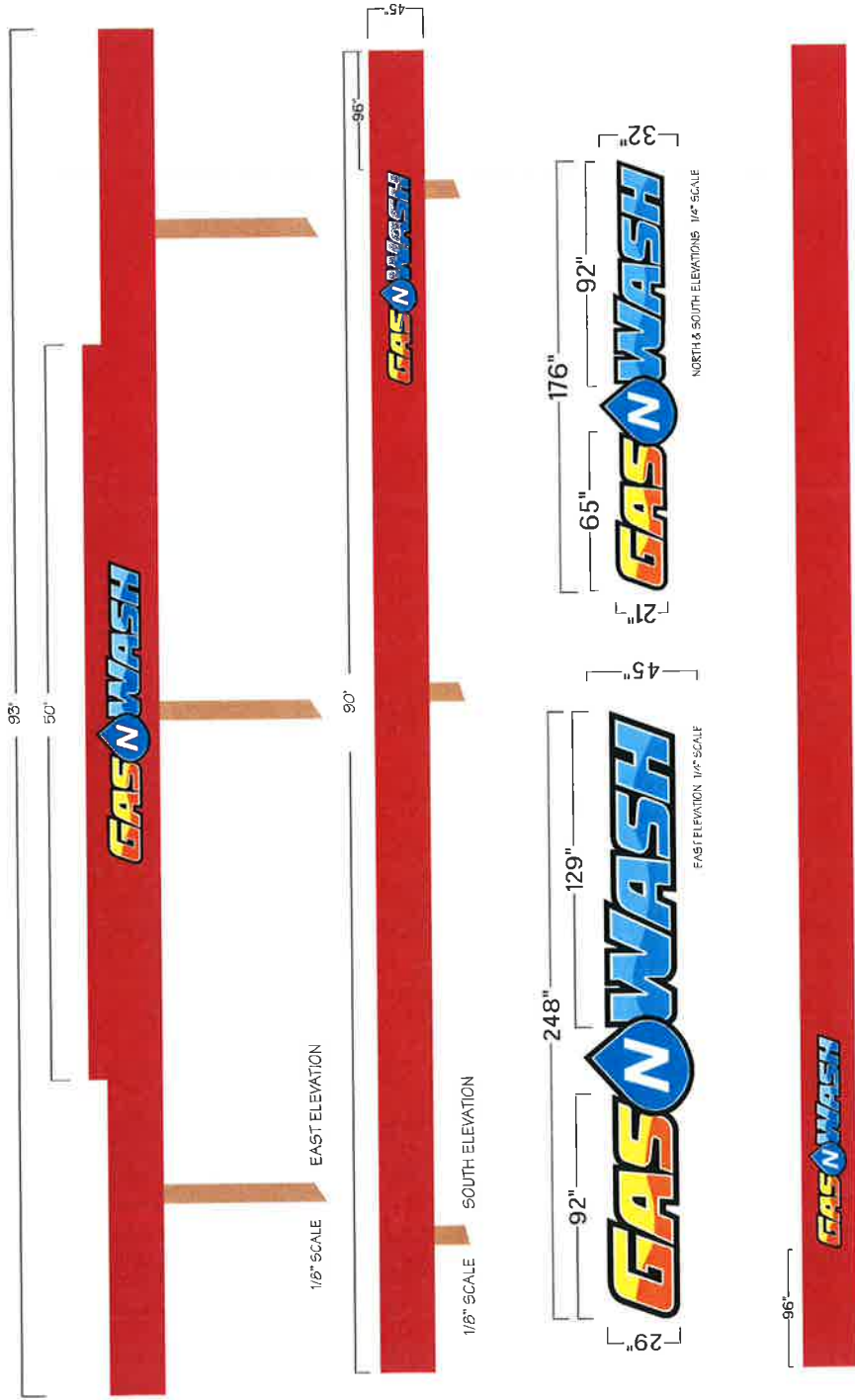
Date 2-21-18

Description PET WASH - CAR CLUB

Drawn By ED

Date _____

Drawing No 15-096.2C4

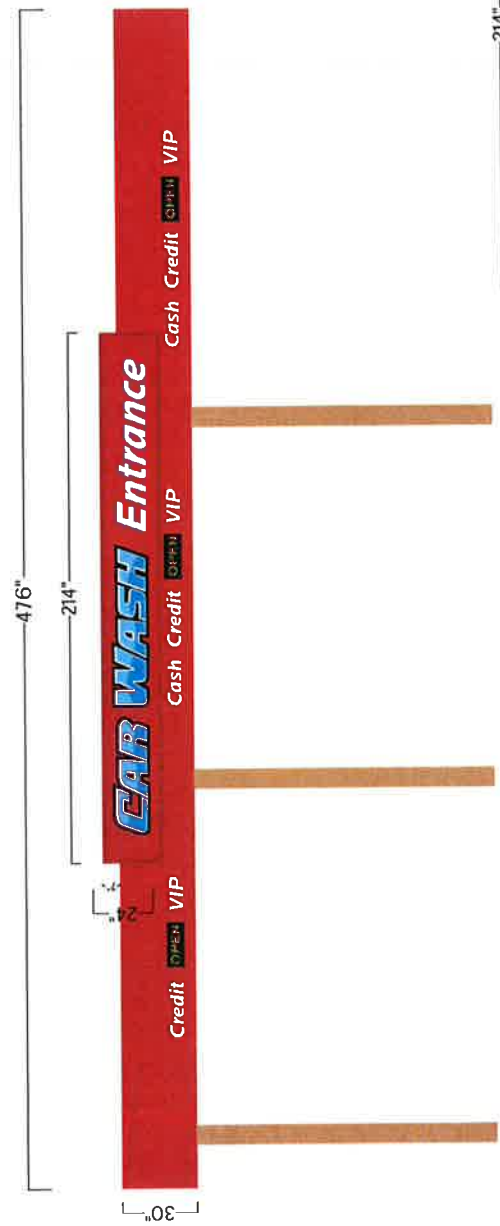
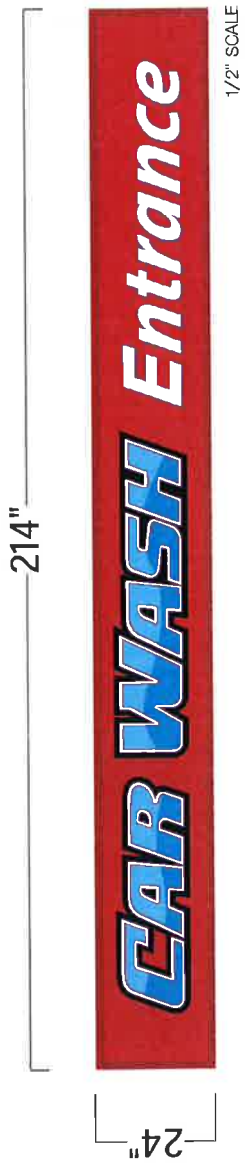


1/8" SCALE NORTH ELEVATION



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ORLAND PARK, ILLINOIS
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Notes	Approval	Date	Scale	NOTED	Title	
				Date 7-18-17	FRANKFORT - GAS N WASH	
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		CHANNEL LETTERS ON CANOPY	ED	7-18-17	2-23-18	17-150.7C



PAY CANOPY - FRANKFORT - 1/4" SCALE

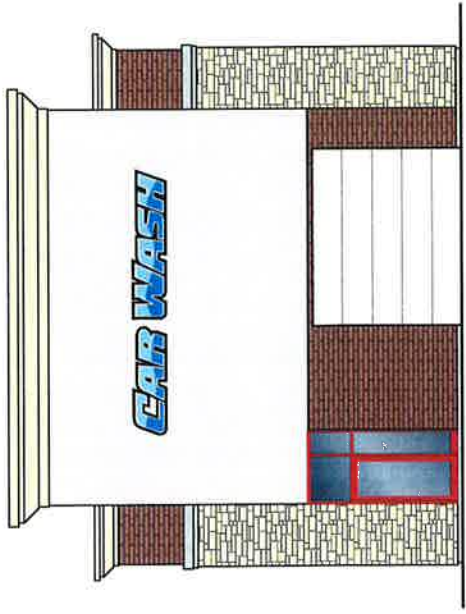
VanBruggen Signs
SINCE 1925

13401 SOUTHWEST HWY.,
ORLAND PARK, ILLINOIS

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Notes	Approved	Date	Scale	NOTED	Title
				7-18-17	FRANKFORT - GAS N WASH
				ED	PAY CANOPY W/ ILLUM. SIGN
				Drawn By	Drawing No
				10/3/97	17-150.6C
				Date	

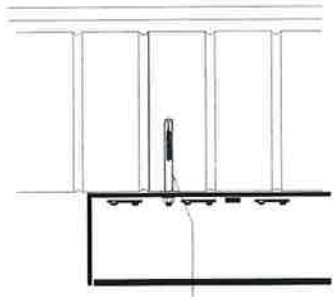
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EAST ELEVATION 1/4" SCALE



1/8" SCALE



BRACING DETAIL
1/4" SCALE

3/8" DIA. HILTI
HLC-304SS SLEEVE
ANCHORS WITH A
MINIMUM OF 5"
EMBEDMENT

Scale	NOTED	Title	FRANKFORT - GAS N WASH
Date	7-17-17	Description	CAR WASH BUILDING
Drawn By	ED	ED	ED
Date	7-21-17	7-21-17	7-21-17
		Drawing No	17-150.5C

Approval _____ Date _____

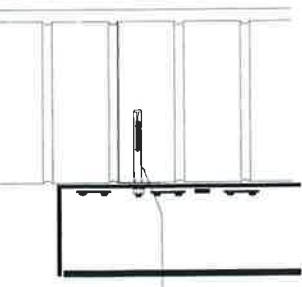
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Notes:

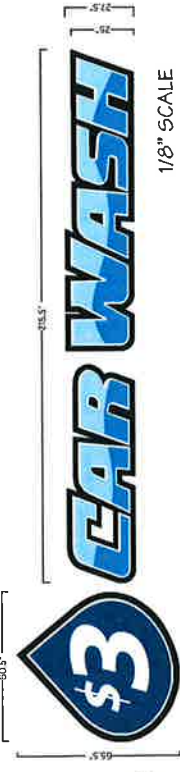
VanBruggen SIGNS SINCE 1923

13401 SOUTHWEST HWY.,
ORLAND PARK, ILLINOIS

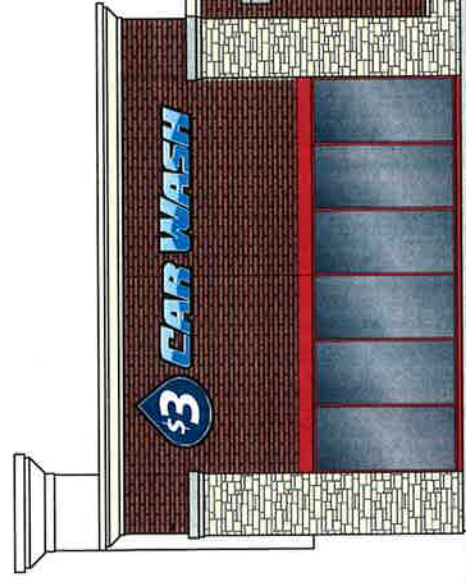
708-448-0826 FAX 708-448-9092



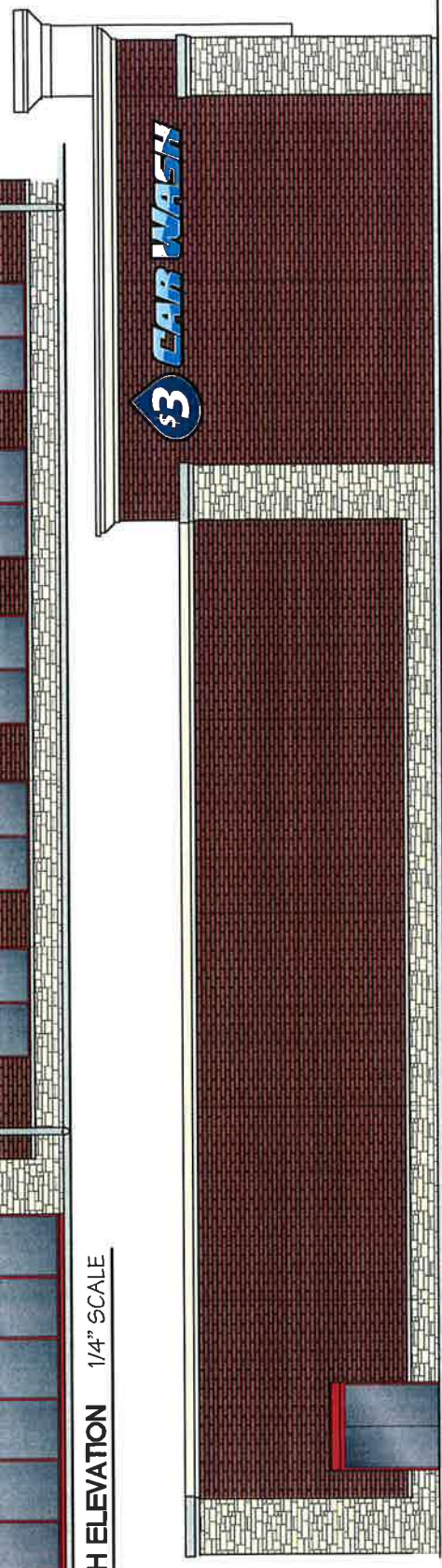
3/8" DIA. HILTI
HLC-30499 SLEEVE
ANCHOR WITH A
MINIMUM OF 5"
EMBEDMENT



1/8" SCALE



NORTH ELEVATION 1/4" SCALE



SOUTH ELEVATION

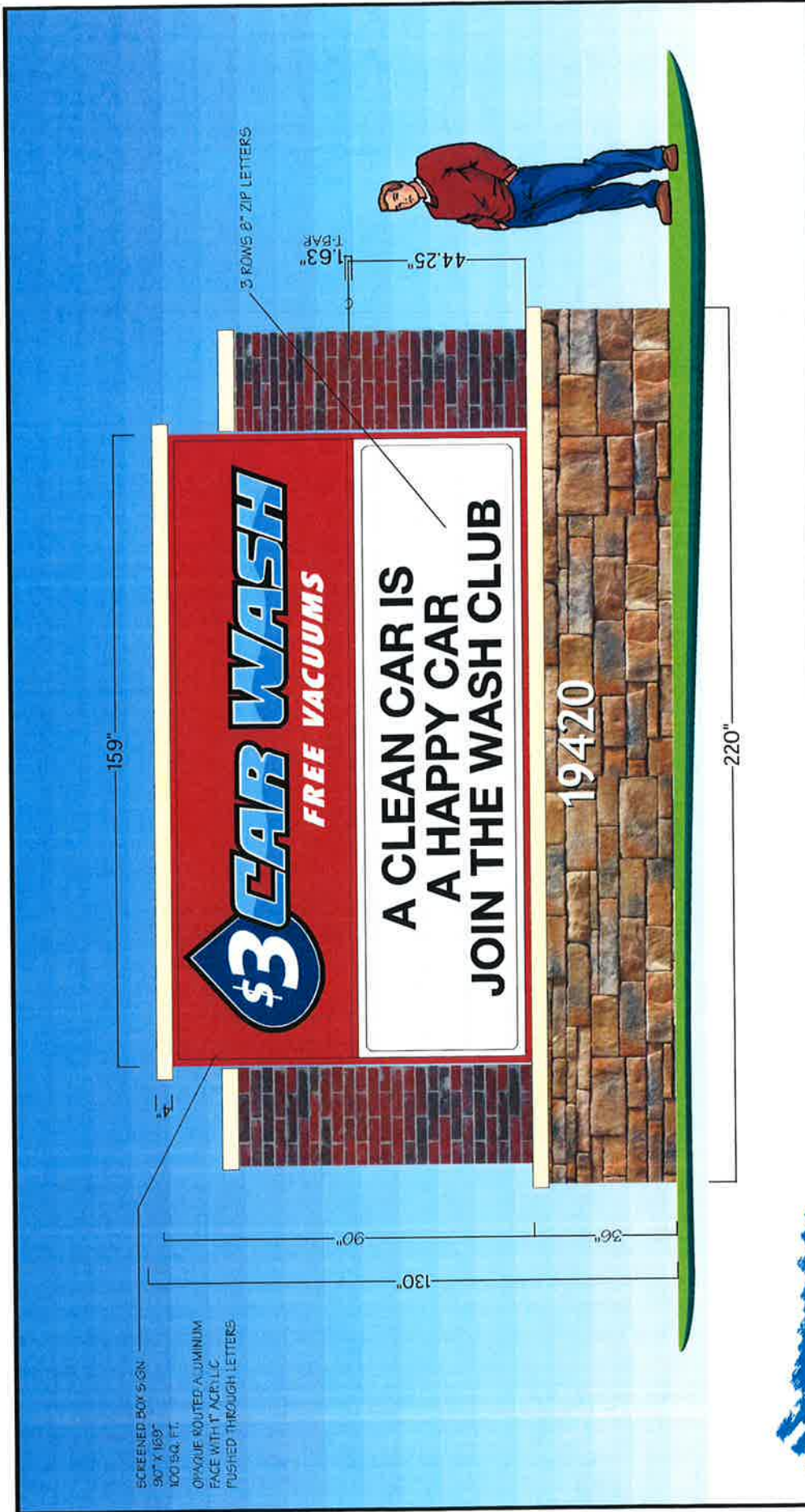
Notes:

Approved: _____ Date: _____
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 in a representative line of \$200,000 for the firm and client satisfied in
 reading these drawings.

Scale	NOTED	Date	Drawn By	ED	Revised By	ED	9-2-17	Description	FRANKFORT - GAS N WASH	Drawing No	17-150.4C
		7-17-17						CAR WASH BUILDING			

Van Bruggen Signs
SINCE 1925

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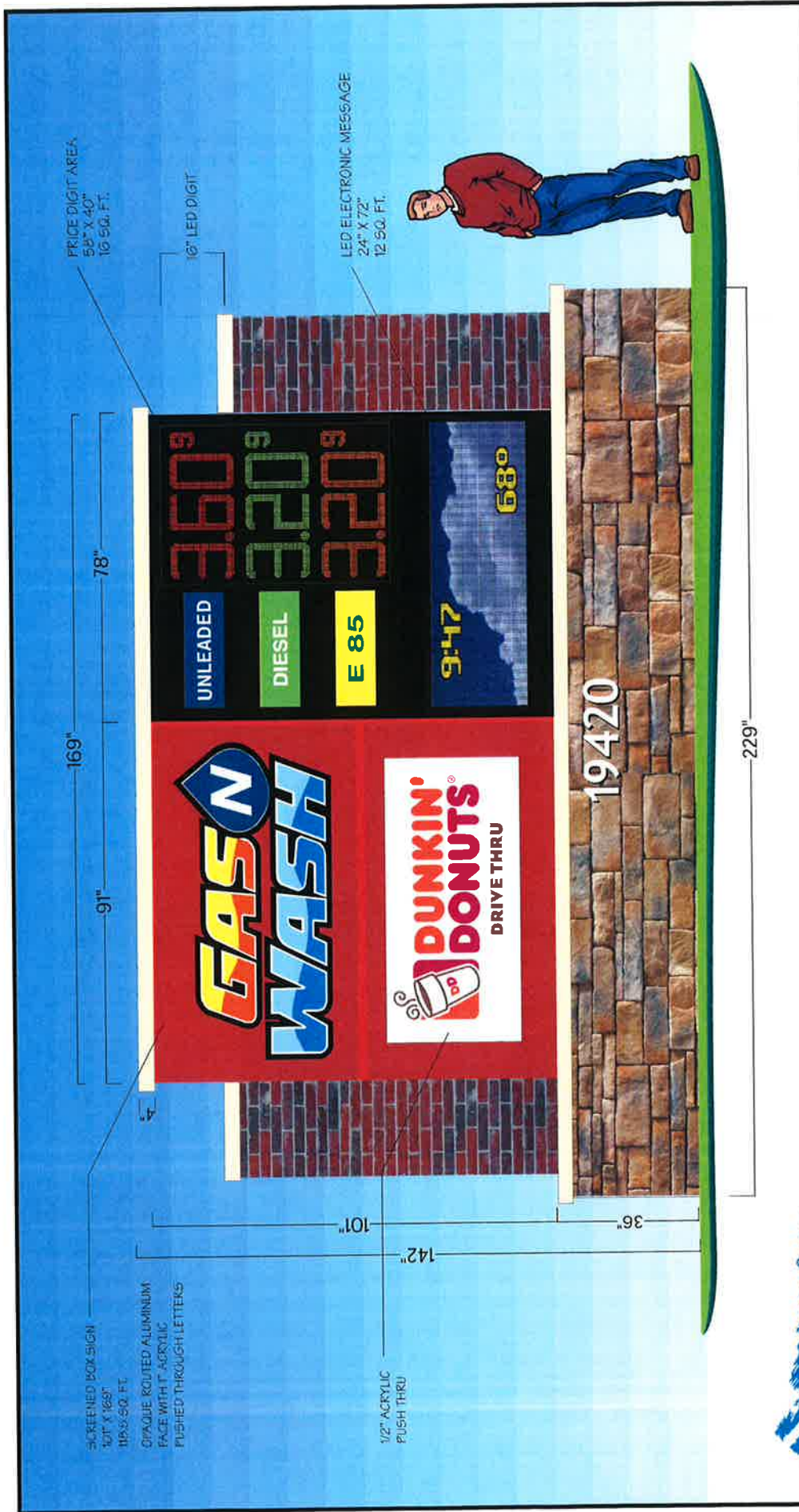


<p>Van Bruggen SIGNS SINCE 1925</p> <p>68401 SOUTHWEST HWY. ORLAND PARK, ILLINOIS</p> <p>708-448-0826 FAX 708-448-9092</p>		<p>Note</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Approval</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Date</p> <p>_____</p>	<p>Scale</p> <p>1/2"</p>	<p>Date</p> <p>5-24-17</p>	<p>Drawn By</p> <p>ED</p>	<p>Revised By</p> <p>ED</p>	<p>Date</p> <p>7 8 17 9 2 17 8-28-17 11-17</p>	<p>Title</p> <p>FRANKFORT - GAS N WASH</p>	<p>Description</p> <p>DIF ILLUM. MAIN ID SIGN</p>	<p>DWG. No</p> <p>17-150.3C</p>
--	--	--	--	--------------------------	--------------------------	----------------------------	---------------------------	-----------------------------	--	--	---	---------------------------------

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\$3 **CAR** **WASH**
FREE VACUUMS

**A CLEAN CAR IS
A HAPPY CAR
JOIN THE WASH CLUB**



VanBruggen SIGNS SINCE 1923
 13401 SOUTHWEST HWY.
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Notes: _____

Approval: _____ Date: _____

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Start	1/2"	End	17-150.1C
Date	5-24-17	Description	D/F ILLUM. MAIN ID SIGN
Drawn By	ED	ED	7/18/17
Date		Date	

FRANKFORT - GAS N WASH
 Drawing No 17-150.1C

141"

Free Vacuums

3/4" SCALE

(3X) WHITE H.P. VINYL SHOWINGS



1/16" SCALE

SCALE: 1/16" = 1'



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Notes: _____ _____ _____	Date: _____ _____ _____	Drawn By: _____ Date: _____ Title: _____ Description: _____ Drawing No: _____

EXHIBIT F
FEES

Fee/Recapture	Calculation	Amount	Timing of payment
Cash in lieu of for water main extension along Harlem frontage	12" water main , 333' frontage x \$336.50/foot	\$112,054.50	Upon execution of annexation agreement
Administrative Fee	Sub Regulations- Section XIII	\$250	
Construction Observation Fee	Sub Regulations Section XIII	\$1,0000	
Water Connection Fee	\$150/inch	TBD	Upon connection of Village water or within 1 year of execution of the annexation agreement- whichever is earliest.
Water Construction Fee	Subdivision Regulation	\$1,200	
Water System Connection Fee	Subdivision Regulation	\$200	
Storm Sewer	Subdivision Regulation	\$50	
Recapture of 194 th water main	468 feet of frontage x \$164.25 per foot	\$76,869.00	



Interoffice Memo

Date: March 13, 2018

To: Committee of the Whole

From: Rob Zimmer

Subject: New Liquor License Class

Class UV Liquor License

The purpose of this memo is to amend the current Tinley Park Liquor Code to create a new liquor license class as well as adjust the allowed hours of operation for video gaming at "Truck Stops". This new liquor license class will be known as a Class UV liquor license.

The wording of this new class will be as follows:

Class UV License: Truck Stop. *A "Truck Stop" means a Licensed truck stop establishment as defined by Illinois Video Gaming Act (ILCS Ch. 230, Act 40 § 5). Alcoholic liquor sold at licensed Truck Stops must be sold in the original package as defined in 235 Illinois Compiled Statutes 5/1-3.06, and such alcoholic liquor shall at the time it leaves the premises be sealed in its original container. No alcoholic liquor, except in the original package, shall be sold upon any premises licensed as a licensed Truck Stop. There shall be no consumption whatsoever of alcoholic liquor on the premises licensed as a Truck Stop. The annual fee for this license shall be \$1,500. Video gaming, as defined under the Illinois Video Gaming Act, ILCS Ch. 230, Act 40 Section 1 et seq., shall be authorized so long as the licensee also has a video gaming license issued by the Illinois Gaming Board in accordance with the provisions of the Illinois Video Gaming Act and all rules, regulations, and restrictions imposed by the Illinois Gaming Board.*

The cost for this license was suggested by staff to be \$1,500 per year. This number was arrived at by looking at the Village's preexisting liquor license classes, their fees and what they allow for in terms of liquor sales and video gaming. The closest comparable liquor license is a Class B liquor license, the fee for this license is \$1,200 per year. Like the proposed Class UV liquor license, a Class B liquor license only allows for the retail sale of alcoholic liquor (not consumption on the premises). However, because the proposed Class UV liquor license is designed for "Truck Stops", as these serve a different function than traditional Class B liquor license holders, this license allows for video gaming (Class B liquor license do not allow for video gaming). As such, staff recommends making the annual fee \$1,500. The current licensing fee of an additional \$1,000 per machine per year, with a maximum of 5 machines would remain.

This class uses the State of Illinois Gaming Act's definition of a "Truck Stop" as follows:

"Licensed truck stop establishment" means a facility (i) that is at least a 3-acre facility with a convenience store, (ii) with separate diesel islands for fueling commercial motor vehicles, (iii)

that sells at retail more than 10,000 gallons of diesel or biodiesel fuel per month, and (iv) with parking spaces for commercial motor vehicles. "Commercial motor vehicles" has the same meaning as defined in Section 18b-101 of the Illinois Vehicle Code. The requirement of item (iii) of this paragraph may be met by showing that estimated future sales or past sales average at least 10,000 gallons per month.

(Source: P.A. 97-333, eff. 8-12-11; 98-31, eff. 6-24-13; 98-582, eff. 8-27-13; 98-587, eff. 8-27-13; 98-756, eff. 7-16-14.)

The second part of this proposed amendment is an adjustment of the allowed hours of operation for video gaming at "Truck Stops".

Due to the nature of "Truck Stops" and "commercial motor vehicle operators" the State of Illinois Video Gaming Act allows for 24 hour video gaming at these "Truck Stops". In order to maintain consistency with State laws, staff recommends amending the allowed hours of operation for video gaming at "Truck Stops" to 24 hours. This amendment would not change the allowed hours of liquor sales at this location. The allowed hours of liquor sales at "Truck Stops" would be consistent with other liquor license classes across the Village.

The proposed amendments to the allowed hours of operation would be as follows:

§ 112.21 HOURS.

(C) It shall be unlawful to sell, dispense, mix, draw, pour, give away or otherwise serve an alcoholic liquor in any premises having a Class B or, Class G or Class UV retail liquor license between the hours of 2:00 a.m. and 7:00 a.m. on any weekday, Saturday, or Sunday.

(E) Licensed Truck Stop Establishments: Any licensed Truck Stop establishment which is licensed by the Illinois gaming board to operate video gaming terminals on a continuous twenty-four (24) hour basis, is authorized to operate video gaming terminals within the Village on a continuous twenty-four (24) hour basis; but nothing in this subsection shall be deemed to authorize the sale of alcoholic liquor except during the hours set forth in §112.21 (C) of this chapter.



Interoffice Memo

Date: March 13, 2018

To: Committee of the Whole

From: Rob Zimmer

Subject: New Liquor License for Lenny's

New Liquor License for Lenny's Gas N Wash

The purpose of this memo is to award a Class UV liquor license to Lenny's Gas N Wash located at 19420 Harlem Avenue.

The wording of a Class UV liquor license will be as follows:

Class UV License: Truck Stop. A "Truck Stop" means a Licensed truck stop establishment as defined by Illinois Video Gaming Act (ILCS Ch. 230, Act 40 § 5). Alcoholic liquor sold at licensed Truck Stops must be sold in the original package as defined in 235 Illinois Compiled Statutes 5/1-3.06, and such alcoholic liquor shall at the time it leaves the premises be sealed in its original container. No alcoholic liquor, except in the original package, shall be sold upon any premises licensed as a licensed Truck Stop. There shall be no consumption whatsoever of alcoholic liquor on the premises licensed as a Truck Stop. The annual fee for this license shall be \$1500. Video gaming, as defined under the Illinois Video Gaming Act, ILCS Ch. 230, Act 40 Section 1 et seq., shall be authorized so long as the licensee also has a video gaming license issued by the Illinois Gaming Board in accordance with the provisions of the Illinois Video Gaming Act and all rules, regulations, and restrictions imposed by the Illinois Gaming Board.

The Village is currently in the process of reviewing the possible annexation of Lenny's Gas N Wash located at 19420 Harlem Avenue into the Village of Tinley Park. This location currently allows for the retail sale of alcoholic liquor as well as 24 hour video gaming. The proposed Class UV liquor license allows this location to continue its operations in their present state. While video gaming would be allowed for 24 hours the retail sale of alcoholic liquor would remain consistent with the rest of the Village's current standards.



Interoffice Memo

Date: March 9, 2018

To: Committee of the Whole

From: Pat Carr, Assistant Village Manager

Subject: Public Comment

CC: David Niemeyer, Village Manager
Patrick Connelly, Village Attorney

At the Committee of the Whole meeting that is scheduled for Tuesday, March 13, 2018 staff would like to discuss changing public comment period to the the beginning of the Village Board meeting. This will allow citizens to comment on agenda items prior to a vote. In addition, any information that cannot be provided by elected officials or staff during the comment period will be annotated. A response will then be delivered within a reasonable time period to the citizen and also announced at the following Village Board meeting. A survey of other community practices will also be distributed before the meeting.

**COMMENTS FROM
THE PUBLIC**

ADJOURNMENT