

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, October 9, 2018, beginning at 6:30 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. CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL COMMITTEE OF THE WHOLE MEETINGS HELD ON AUGUST 14, 2018.
3. DISCUSS BOULEVARD INCENTIVE AGREEMENT.
4. DISCUSS BOULEVARD PROJECT – SPECIAL USE AND VARIANCE.
5. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION
VILLAGE CLERK

MINUTES
Special Meeting of the Committee of the Whole
August 14, 2018 - 7 p.m.
Village Hall of Tinley Park – Council Chambers
16250 S. Oak Park Avenue
Tinley Park, IL 60477

Members Present: B. Younker, President Pro-Tem
M. Pannitto, Village Trustee
C. Berg, Village Trustee
W. Brady, Village Trustee
M. Glotz, Village Trustee
J. Curran, Village Trustee

Members Absent: J. Vandenberg, President
K. Thirion, Village Clerk

Other Board Members Present: None

Staff Present: D. Niemeyer, Village Manager
P. Carr, Assistant Village Manager
B. Bettenhausen, Village Treasurer
M. Zonsius, Assistant Village Treasurer
J. Urbanski, Assistant Public Works Director
P. Connelly, Village Attorney
L. Valley, Executive Assistant to the Manager and Trustees
B. Godette, Deputy Village Clerk
L. Carollo, Commission/Committee Secretary

Item #1 - The Special Committee of the Whole Meeting was called to order at 7:02 p.m.

Item #2 – CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL COMMITTEE OF THE WHOLE MEETINGS HELD ON JULY 17, 2018 AND JULY 24, 2018 – Motion was made by President Pro-Tem Younker, seconded by Trustee Berg, to approve the minutes of the Special Committee of the Whole meetings held on July 17, 2018 and July 24, 2018. Vote by voice call. President Pro-Tem Younker declared the motion carried.

Item #3 – DISCUSS RISK MANAGEMENT SERVICES UNDERWRITER QUOTES - D.
Niemeyer, Village Manager provided an update for risk management services. The Village of Tinley Park recently gave the Intergovernmental Risk Management Agency (IRMA) a revocable notice of withdrawal and the Village has until August 31, 2018, to decide on an alternate pool or private insurance for the Village's liability and property insurance for the next renewal, which would be January 1, 2019. Alliance/Mesirow "Alliant" was appointed broker for the Village's private insurance and other options were explored.

M. Zonsius, Assistant Village Treasurer presented the Committee of the Whole an overview of the solicited risk management provider responses from Alliance/Mesirow "Alliant," Municipal Insurance Cooperative Agency (MICA), Suburban Liability Insurance Pool (SLIP) and Intergovernmental Risk Management Agency (IRMA).

Alliant is the Village's private sector broker and provided three (3) proposals, which included an alternate insurance pool and two private insurance options. SLIP is a newly formed insurance pool and could not provide a response until late August. MICA was unable to provide a cost competitive and comparable response, as their program solely has a \$5,000 deductible option. A proposal was additionally received from IRMA.

Alliant recommended the alternate insurance pool option of Illinois Counties Risk Management Trust (ICRMT), as they were lower in cost than the two other options of Old Republic and Safety National.

Alliant was started in 1983, owned by members and managed by the Insurance Program Managers Group. Alliant has 333 Illinois public entities, total assets as of November 2017 of \$140,762,659 and total cash/cash equivalents/investments of \$134,998,182. Insurance coverage includes:

- Liability (general, auto, law enforcement, public officials) with a deduction of \$100,000 and limit of \$16,000,000
- Property with a deduction of \$50,000 and limit of \$8,907,000
- Workers Compensation with a deduction of \$300,000 and limit is statutory
- Cyber with a deduction of \$25,000 and limit of \$1,000,000
- Crime with a deduction of \$50,000 and limit of \$5,000,000

Cost - Premium \$764,449

IRMA was started in 1979, owned and governed by a Board of Directors with a full representative Board of Directors. IRMA has 70 Illinois public entities, total assets as of December 2017 of \$202,224,638 and total cash/cash equivalents/investments of \$196,846,033.

- Liability (general, auto, law enforcement, public officials) with a deduction of \$50,000 and limit of \$15,000,000
- Property with a deduction of \$50,000 and limit of \$250,000,000
- Workers Compensation with a deduction of \$50,000 and limit is statutory
- Cyber with a deduction of \$10,000 and limit of \$500,000
- Crime with a deduction of \$50,000 and limit of \$5,000,000

Cost - Premium \$749,922

ICRMT represented by Tom Collins, Dan Maki, Dane Mall and Todd Greer was allowed 10 minutes to address the Committee of the Whole for consideration.

IRMA represented by Margo Ely, Dan Le Tourneau, Susan Garvey and Rita Osirom was allowed 10 minutes to address the Committee of the Whole for consideration.

Trustee Glotz asked about the Village's premium if the Village leaves IRMA and would like to rejoin IRMA in a year. Ms. Ely stated as per IRMA's bylaws the Village would not be allowed to rejoin for 3 years. Trustee Glotz inquired as to the payout amount from IRMA for Buckeye and Ms. Ely stated it was \$1,482,590 out of \$2,450,000. The Village paid \$780,000 and the deductible was \$50,000. Trustee Glotz asked Ms. Ely to discuss full defense coverage for public official liability. Trustee Pannitto asked for clarification on IRMA's "owned and governed by members" statement and difference in premium for a higher deductible. President Pro-Tem Younker asked if Tinley Park is IRMA's largest member and Ms. Ely stated Tinley Park is the second largest member in IRMA. Trustee Curran asked

how often IRMA would audit payroll and Ms. Ely replied IRMA will never audit payroll. Trustee Curran asked Ms. Ely to clarify on adjusting the deductible.

President Pro-Tem Younker asked the Committee of the Whole if there were further questions for Ms. Ely regarding IRMA. No one came forward.

President Pro-Tem Younker asked the Committee of the Whole if there were questions for ICRMT.

Trustee Glotz asked Mr. Greer to discuss how ICRMT handles zoning cases. Trustee Pannitto asked Mr. Greer how ICRMT is governed. Mr. Greer was asked to discuss more in detail aspects of their risk management services and any other questions were satisfactorily addressed.

President Pro-Tem Younker asked the Committee of the Whole if there were any other questions or comments. Trustee Berg stated with Tinley Park being a large member in both insurance pools, in regards to the assessable provision, the Village would have to make payments to IRMA in addition to obligatory annual premiums, which ICRMT does not require. Discussion continued regarding deductibles and the average cost of workers compensation cases within the Village in the past.

Motion was made by Trustee Berg, seconded by President Pro-Tem Younker, to recommend Village Board approval of the recommended proposal received from Alliance and renewal of property liability and workers compensation program with ICRMT.

Vote on roll call: Ayes: Younker, Berg, Curran, Brady. Nays: Pannitto, Glotz

Item #4 – RECEIVE COMMENTS FROM THE PUBLIC – Diane Galante stated from a financial standpoint she is confused as to why the Committee of the Whole would vote in this direction and she does not believe the Committee of the Whole's recommendation is financially responsible for Tinley Park. Nancy O'Connor stated based on the history of workers compensation claims reported by the Village millions of dollars will have to be put into the budget and taken into consideration the difference in money and habitual litigious residents she believes the Village will be set up for massive payouts. Ms. O'Connor stated this recommendation is not only fiscally irresponsible, but a breach of fiduciary responsibility to the residents of Tinley Park.

Item #5 – ADJOURN TO EXECUTIVE SESSION TO DISCUSS: -

- A. INVESTIGATION, WHEN AN ACTION AGAINST, AFFECTING OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE TRIBUNAL, OR WHEN THE PUBLIC BODY FINDS THAT AN ACTION IS PROBABLE OR IMMINENT, IN WHICH CASE THE BASIS FOR THE FINDING SHALL BE RECORDED AND ENTERED INTO THE MINUTES OF THE CLOSED MEETING.
- B. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.
- C. COLLECTIVE NEGOTIATING MATTERS BETWEEN THE PUBLIC BODY AND ITS EMPLOYEES OR THEIR REPRESENTATIVES, OR DELIBERATIONS CONCERNING SALARY SCHEDULES FOR ONE OR MORE CLASSES OF EMPLOYEES.

Vote on roll call: Ayes: Younker, Pannitto, Berg, Brady, Glotz, Curran. Nays: None.

ADJOURNMENT

Motion was made by President Pro-Tem Younker, seconded by Trustee Brady, to adjourn this Special Meeting of the Committee of the Whole. Vote by voice call. President Pro-Tem Younker declared the motion carried and adjourned the meeting at 9:13 p.m.

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Interoffice Memo

Date: October 9, 2018

To: Mayor Vandenberg and Village Board

Cc: David Niemeyer, Village Manager
Paula Wallrich, Community Development Director

From: Patrick Hoban, Economic Development Manager

Subject: South Street Mixed Use Development

Background:

South Street comprised of Hansen Development and Joseph Rizza, intends to develop “The Boulevard at Central Station”, on approximately 3 acres of land adjacent to the Oak Park Avenue train station. This area is viewed as a prime location for Transit Oriented Development (TOD) apartment living by the south side real estate industry.

The estimated \$36,000,000 four-story mixed-use development project consists of 165 residential units and 29,853 leasable square feet of commercial space. The mixed-use development will be constructed in two phases. Phase One will include 66 residential units, with 15,130 square feet of leasable commercial space and amenities for the residents. 5,000 square feet will be dedicated to a white table cloth full service restaurant. The Phase Two will include 99 residential units, 14,723 square feet of leasable commercial space, a 181 space parking garage and a swimming pool for the residents.

The development team is led by Robert Hansen of Hansen Development and Joseph Rizza of Joe Rizza Auto Group. Hansen Development has been involved in residential, industrial, commercial and mixed-use projects throughout the southwest suburbs area. Mr. Hansen has been a Real Estate Developer in the southwest suburbs of Chicago for over 35 years. Mr. Hansen has developed, built and managed numerous real estate projects over the past 20 years.

Joseph R. Rizza is presently the President and owner/operator of the Joe Rizza Auto Group, based in Orland Park, Illinois. The Auto Group consists of Ford, Lincoln, Porsche, Acura, Buick, GMC and Cadillac dealerships. Joe has been an owner/operator of auto dealerships for over 40 years in the greater Chicagoland area. His dealerships have won numerous awards over the years, and are highly respected by the manufacturers.

Request:

The developer is requesting \$2,200,000 in upfront TIF funds to assist with the estimated \$3,300,000 in public infrastructure improvements. The developer has agreed to pay for all public improvements above the \$2,200,000 incentive, no matter the costs. The developer is also requesting \$4,826,000 in tax increment created by the development in the New Bremen TIF District to assist with TIF eligible expenses in the estimated \$32,700,000 private development.

Amount of Rebate

The Village will rebate up to the maximum \$4,826,000 private incentive to the developer based on the percentage of the total project completed. For example; if the developer only completes Phase One, or approximately 46% of the total project, the developer will only be eligible to receive no more than \$2,235,000 of the \$4,826,000 private incentive. If the developer completes both phases or 100% of the project, the developer will be eligible to receive up to the maximum \$4,826,000 of the private incentive.

Rebate Sharing

The Village proposes sharing up to 50% of the yearly TIF increment with the developer until the Village receives all of its \$2,200,000 public infrastructure incentive back, after which the developer will receive 100% of the TIF increment up to the maximum \$4,826,000. The percentage of the shared rebate is based on half the percentage of the available commercial square footage for lease. This percentage would be reduced if less space is leased. However the developer will receive 0 increment if the lease under 25% of the available commercial space. For example:

- 100% leased = 50% developer & 50% Village
- 75% leased = 37.5% developer & 62.5% Village
- 50% leased = 25% developer & 75% Village
- < 25% leased = 0% developer & 100% Village

Timing of Rebate

The developer will be eligible to receive a portion of the TIF increment not to exceed \$4,826,000 over a maximum of ten (10) years, however to incentivize the timely development of the project the Village proposes longer time frames if the phases are completed by certain benchmarks:

- Sharing TIF increment not to exceed \$4,826,000 over a maximum of twelve (12) years if the developer occupies Phase One within two (2) years
- Sharing TIF increment not to exceed \$4,826,000 over a maximum of fifteen (15) years if the developer occupies both phases within four (4) years

Permit Fee Cap

The Village will cap the Village's internal permit fees, tap-in fees, internal review fees, impact fees, and meter fees at \$100,000 total. The Village will also cap the Village's external review fees at \$30,000. According to the building department the fee for a project of this scope could range between \$450,000-\$600,000.

Land

The project site includes parcels owned by both the Village and the developer. The Village owns approximately 1 acre of land, and the developer owns approximately 2 acres of land. The Village will convey its 1 acre of land to the developer for the construction of Phase One in exchange for a portion of the developer's land for Phase Two. Once Phase One is complete, the Village will convey the Phase Two portion of the land back to the developer. Once Phase Two is complete, the developer will convey the parking lot from Phase Two to the Village.

Sources of Funding:

The total public and private incentive request is \$7,526,000 for the combined public/private estimated \$36,000,000 project or 20.9% coverage, which is at the staff recommended 20% incentive cap. The private incentive request is \$4,826,000 for the private estimated \$32,127,196 project or 15% coverage.

- \$7,026,000 Village of Tinley Park
- \$32,127,196 Developer (break down to be provided by developer)

Incentive Policy Checklist:

The following statements are in line with the Village or Tinley Park's incentive policy.

1. Due to its location in the Legacy District and inclusion in the New Bremen TIF, this project meets the **Target Development Area Incentive Policy Requirement**.
2. As a project expected to exceed \$1 million in capital investment, this project meets the **Minimum Capital Investment Incentive Policy Requirement**.
3. The project is believed to enhance the profitability and marketability of neighboring businesses.
4. The project will result in at least \$100,000 in annual tax revenue to the Village (in TIF increment) meeting the **Total Tax Revenue Incentive Policy Requirement**. The total projected 23 year TIF increment for the project is over \$17,000,000.
5. The project will enhance and improve the profitability and marketability of existing businesses in the community by creating density in downtown Tinley Park meeting the **Enhancement Incentive Policy Requirement**.

Strategic Plan Checklist:

1. Short Term Complex, Tier 1: Continue and advance Downtown development; have one major project started in 2017
2. Short Term Complex, Tier 1: Improve the beautification of downtown and other key areas of the Village (i.e., streetscaping; sign control; entrance signs)
3. Short Term Routine, Tier 2: Continue to maintain our Downtown, and surrounding areas, in a clean, attractive and vibrant manner
4. Long Term Complex, Tier 1: See ongoing downtown development and reinvestment continue

Benefits:

- Create starter homes for young professionals.
- Create population density in downtown Tinley Park.
- Generate increment for our newly created New Bremen TIF District.
- Generate employment opportunities.
- Increase Tinley Park's consumer spending (example below), which will benefit downtown and other businesses.

Item	Per Capita	1 resident/unit (x 165)	2 residents/ unit (x 330)
Personal consumption expenditures	\$41,772	\$6,892,380	\$13,784,760
Durable goods	\$4,431	\$731,115	\$1,462,230
Food & beverages for off-premise consumption	\$2,567	\$423,555	\$847,110
Clothing and footwear	\$1,329	\$219,285	\$438,570
Food services and accommodations	\$2,657	\$438,405	\$876,810

2016 Illinois per capita personal consumption expenditure, BEA.gov

Return on Investment:

\$4,826,000	private side incentive
\$17,367,227	projected TIF increment for project
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277.9%	return on investment

Staff Recommendation:

This item will be reviewed by the Economic and Commercial Commission (ECC) on October 8th, Staff will provide the Village Board with their comments at the October 16th Village Board meeting (First Reading).

Village of Tinley Park, Illinois
 Boulevard at Central Station ONLY
 TIF Projections

Proposed New Bremen TIF	
Base tax year	2016
First TIF tax year	2017
Last TIF tax year	2040

Real Estate/Project information	
Residential rental units	
Commercial square footage	
\$13,405,423 Total project value - Phase I - estimate 7-27-2017	
\$19,365,634 Total project value - Phase II - estimate 7-27-2017	
Total project value - Phase III - estimate 7-27-2017	
\$13,000,000 Projected taxable market value Phase I	7.25%
\$942,500 Projected Assessed Value (AV)	
\$18,250,000 Projected taxable market value Phase II	
\$1,323,125 Projected Assessed Value (AV)	
Projected taxable market value Phase III	
\$0 Projected Assessed Value (AV)	
Assessed Value includes factoring for homeowner and senior exemptions	
Construction and phasing	
2019 Begin	
2020 First phase Completion/Occupancy	
2022 First phase Improvement reflected in tax rolls	
Phase II increments by one year each	
Other development added AV - tax year 2020	

Property Tax Assumptions	
2.9627 Equalization Factor	2017
\$14.156 Tax rate	2017
2.6% Annual change in tax rate	(Average rate of change 2003-2017)
7% Triennial reassessment rate	2017
Prior reassessment year	
95% Annual tax collection rate	
6% Interest rate (for Present Value calculation)	
\$0 Base increment excluded from sharing	
Project TIF increment paid to CCSD 146	

W/O BlackStone Lofts

Village of Tinley Park, Illinois
Boulevard at Central Station ONLY
TIF Projections

Overall TIF Tax Increment Calculations

Calculations are required to determine the Projected Agency Distribution Percentage in future years
Assumes no other development occurring within the TIF District

Tax Year	TIF Year	A			B		A - B		C	D	C x D			
		Total Tax Rate	New Property	Triennial Adjustment	Gross Equalized Assessed Value	Frozen Equalized Assessed Value	Total TIF Value	Agency Distribution Percent			Total Taxes	Expected TIF Taxes	Expected Dollar Change	Percent Change
2016		15.437			16,413,937	16,413,937	0		0.0000000000%	2,533,819.45	0.00	590,416.04	590,416.04	2.6%
2017	1 R	14.156		1,148,976	17,562,913	13,392,130	4,170,783	23,747,672	23.7476721544%	2,486,205.96	590,416.04	15,348.48	15,348.48	2.6%
2018	2	14.524			17,562,913	13,392,130	4,170,783	23,747,672	23.7476721544%	2,550,837.48	605,764.52	15,765.56	15,765.56	2.6%
2019	3	14.902			17,562,913	13,392,130	4,170,783	23,747,672	23.7476721544%	2,617,225.30	621,530.08	15,765.56	15,765.56	2.6%
2020	4 R	15.289	0	1,229,404	18,792,317	13,392,130	5,400,187	28,736,142	28.7361425417%	3,385,985.93	825,634.59	204,104.51	204,104.51	32.8%
2021	5	15.687	2,792,345		21,584,662	13,392,130	8,192,532	37,955,340	37.9553406952%	4,104,978.89	1,285,162.50	459,527.91	459,527.91	55.7%
2022	6	16.095	3,920,022		25,504,684	13,392,130	12,112,554	47,491,488	47.4914882302%	4,506,399.68	1,949,515.57	664,353.07	664,353.07	51.7%
2023	7 R	16.513	0	1,785,328	27,290,012	13,392,130	13,897,882	50,926,624	50.9266247300%	4,743,549.89	2,294,957.25	345,441.68	345,441.68	17.7%
2024	8	16.942			27,290,012	13,392,130	13,897,882	50,926,624	50.9266247300%	4,623,473.83	2,354,579.17	59,621.92	59,621.92	2.6%
2025	9	17.382			27,290,012	13,392,130	13,897,882	50,926,624	50.9266247300%	4,743,549.89	2,415,729.85	61,150.68	61,150.68	2.6%
2026	10 R	17.834		1,910,301	29,200,313	13,392,130	15,808,183	54,137,032	54.1370327092%	5,207,583.82	2,819,231.36	403,501.51	403,501.51	16.7%
2027	11	18.298			29,200,313	13,392,130	15,808,183	54,137,032	54.1370327092%	5,343,073.27	2,892,581.32	73,349.96	73,349.96	2.6%
2028	12	18.774			29,200,313	13,392,130	15,808,183	54,137,032	54.1370327092%	5,482,066.76	2,967,828.28	75,246.96	75,246.96	2.6%
2029	13 R	19.262		2,044,022	31,244,335	13,392,130	17,852,205	57,137,413	57.1374138704%	6,018,283.81	3,438,691.73	470,863.45	470,863.45	15.9%
2030	14	19.763			31,244,335	13,392,130	17,852,205	57,137,413	57.1374138704%	6,174,817.93	3,528,131.28	89,439.55	89,439.55	2.6%
2031	15	20.277			31,244,335	13,392,130	17,852,205	57,137,413	57.1374138704%	6,335,413.81	3,619,891.61	91,760.33	91,760.33	2.6%
2032	16 R	20.804		2,187,103	33,431,438	13,392,130	20,039,308	59,941,507	59.9415077509%	6,955,076.36	4,168,977.64	549,086.03	549,086.03	15.2%
2033	17	21.345			33,431,438	13,392,130	20,039,308	59,941,507	59.9415077509%	7,135,940.44	4,277,390.29	108,412.65	108,412.65	2.6%
2034	18	21.900			33,431,438	13,392,130	20,039,308	59,941,507	59.9415077509%	7,321,484.92	4,388,608.45	111,218.16	111,218.16	2.6%
2035	19 R	22.469		2,340,201	35,771,639	13,392,130	22,379,509	62,562,157	62.5621571324%	8,037,529.57	5,028,451.88	639,843.43	639,843.43	14.6%
2036	20	23.053			35,771,639	13,392,130	22,379,509	62,562,157	62.5621571324%	8,246,435.94	5,159,148.21	130,696.33	130,696.33	2.6%
2037	21	23.652			35,771,639	13,392,130	22,379,509	62,562,157	62.5621571324%	8,460,708.06	5,293,201.47	134,053.26	134,053.26	2.6%
2038	22 R	24.267		2,504,015	38,275,654	13,392,130	24,883,524	65,011,362	65.0113620528%	9,288,352.96	6,038,484.77	745,283.30	745,283.30	14.1%
2039	23	24.898			38,275,654	13,392,130	24,883,524	65,011,362	65.0113620528%	9,529,872.33	6,195,499.80	157,015.03	157,015.03	2.6%

R = Cook County triennial reassessment year

Village of Tinley Park, Illinois
 Boulevard at Central Station ONLY
 TIF Projections

W/O BlackStone Lofts

Project TIF Increment Calculations

Tax Year	TIF Year	Total Tax Rate	New Property	Triennial Adjustment	Taxable Project EAV	Tax Extension	Agency Distribution Percent	Expected Project TIF Taxes	95% Discounted Taxes	0% Increment to CCSD146	Project Increment	Cumulative Project Increment		
2016	0	15.437			0	0	0.00000%	0	0	0	0	0		
2017	1 R	14.156		0	0	0	23.74767%	0	0	0	0	0		
2018	2	14.524			0	0	23.74767%	0	0	0	0	0		
2019	3	14.902			0	0	23.74767%	0	0	0	0	0		
2020	4 R	15.289		0	0	0	28.73614%	0	0	0	0	0		
2021	5	15.687	2,792,345		2,792,345	438,035	37.95534%	166,258	157,945	0	157,945	157,945		
2022	6	16.095	3,920,022		6,712,367	1,080,355	47.49149%	513,077	487,423	0	487,423	645,368		
2023	7 R	16.513	0	469,866	7,182,233	1,186,002	50.92662%	603,991	573,791	0	573,791	1,219,159		
2024	8	16.942			7,182,233	1,216,814	50.92662%	619,682	588,698	0	588,698	1,807,857		
2025	9	17.382			7,182,233	1,248,416	50.92662%	635,776	603,987	0	603,987	2,411,844		
2026	10 R	17.834		502,756	7,684,989	1,370,541	54.13703%	741,970	704,872	0	704,872	3,116,716		
2027	11	18.298			7,684,989	1,406,199	54.13703%	761,274	723,210	0	723,210	3,839,926		
2028	12	18.774			7,684,989	1,442,780	54.13703%	781,078	742,024	0	742,024	4,581,950		
2029	13 R	19.262		537,949	8,222,938	1,583,902	57.13741%	905,001	859,751	0	859,751	5,441,701		
2030	14	19.763			8,222,938	1,625,099	57.13741%	928,540	882,113	0	882,113	6,323,814		
2031	15	20.277			8,222,938	1,667,365	57.13741%	952,689	905,055	0	905,055	7,228,869		
2032	16 R	20.804		575,606	8,798,544	1,830,449	59.94151%	1,097,199	1,042,339	0	1,042,339	8,271,208		
2033	17	21.345			8,798,544	1,878,049	59.94151%	1,125,731	1,069,444	0	1,069,444	9,340,652		
2034	18	21.900			8,798,544	1,926,881	59.94151%	1,155,002	1,097,252	0	1,097,252	10,437,904		
2035	19 R	22.469		615,898	9,414,442	2,115,331	62.56216%	1,323,397	1,257,227	0	1,257,227	11,695,131		
2036	20	23.053			9,414,442	2,170,311	62.56216%	1,357,793	1,289,903	0	1,289,903	12,985,034		
2037	21	23.652			9,414,442	2,226,704	62.56216%	1,393,074	1,323,420	0	1,323,420	14,308,454		
2038	22 R	24.267		659,011	10,073,453	2,444,525	65.01136%	1,589,219	1,509,758	0	1,509,758	15,818,212		
2039	23	24.898			10,073,453	2,508,088	65.01136%	1,630,542	1,549,015	0	1,549,015	17,367,227		
Totals											\$17,367,227	\$0	\$17,367,227	\$17,367,227
Net Present Value											\$1,481,225		\$1,481,225	\$4,981,272

R = Cook County triennial reassessment year

**FIRST AMENDED AND RESTATED
DEVELOPMENT AGREEMENT FOR
THE BOULEVARD AT CENTRAL
STATION**

On _____ the parties hereto entered into an agreement titled Development Agreement for The Boulevard at Central Station. This First Amended and Restated Development Agreement (“Restated Agreement”) is made and entered into as of the _____ day of _____, 2018 (“Agreement Date”) by and between the Village of Tinley Park, Illinois, an Illinois municipal home rule corporation (the “Village”), and South Street Development, LLC, an Illinois limited liability company, (the “Developer”), with its principal office at 11001 McCarthy Road, Palos Park, 60464, is intended to amend, restate and replace the Agreement as a full restatement of the Agreement. (The Village and the Developer are sometimes referred to individually as a “Party” and collectively as the “Parties.”)

RECITALS

The following Recitals are incorporated herein and made a part hereof.

WHEREAS, The Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base, to increase additional tax revenues realized by the Village, foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the Village.

WHEREAS, The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the “Act”), to finance redevelopment in accordance with the conditions and requirements set forth in the Act.

WHEREAS, This Agreement relates to the proposed redevelopment of approximately 3.09 acres, the several parcels of which are depicted on and legally described on Exhibit 1 attached hereto and made a part hereof (the “Property”).

WHEREAS, the Village authorized the preparation of a report, entitled “Tax Increment Financing Redevelopment Plan and Project,” (the “Redevelopment Plan”) prepared by Ehlers & Associates, Inc., and dated March 2018, concerning the redevelopment of the New Bremen Redevelopment Project Area, including but not limited to the Property (“New Bremen TIF District”); and

WHEREAS, in accordance with the TIF Act, the Village conducted a public hearing with respect to the Redevelopment Plan and the redevelopment of the TIF District at a meeting of the President and Board of Trustees (the “Corporate Authorities”) held on April 3, 2018; and

WHEREAS, as part of the study of the redevelopment of the TIF District, the Village found that the improvements in the Property suffer from the following factors: obsolescence, deterioration, inadequate utilities, lack of community planning, and lagging equalized assessed value and determined that the area was a Conservation Area pursuant to the TIF Act; and

WHEREAS, to stimulate and induce redevelopment of the TIF District pursuant to the Act, the Village has adopted the following ordinances, after giving all notices required and after conducting the public hearings required by law (the “Enabling Ordinances”):

1. Ordinance Number 2018-O-004, adopted February 6, 2018, fixing the time and place for a public hearing and joint review board meeting to consider the designation of a redevelopment project area and the approval of a redevelopment plan and project.
2. Ordinance Number 2018-O-015, adopted May 15, 2018, designating the New Bremen Redevelopment Project Area, a redevelopment project area pursuant to the tax increment allocation redevelopment act.
3. Ordinance Number 2018-O-016, adopted May 15, 2018, allocating tax increment financing for the New Bremen Project Area (New Bremen TIF District).
4. Ordinance Number 2018-O-017, adopted May 15, 2018, adopting the New Bremen Tax Increment Financing.

WHEREAS, Developer intends to develop the Property which is located in the Downtown Core Zoning District as set forth and created by adoption of the 2011 Legacy Code. The Project is intended to contain the following permitted building functionality: mixed use with street level commercial and residential uses above the first floor. The Project also contains a public parking lot. The Total Estimated Cost of the Project is Thirty-Two Million Dollars (\$32,000,000).

WHEREAS, It is necessary for the successful completion of the Project (as defined in Article Two below) that the Village enter into this Agreement with Developer to provide for the redevelopment of the Property, thereby implementing the Redevelopment Plan.

WHEREAS, Developer has been and continues to be unable and unwilling to undertake the redevelopment of the Property but for certain tax increment financing (“TIF”) incentives to be provided by the Village and other municipal incentives in accordance with the Act and the home rule powers of the Village, which the Village is willing to provide under the terms and conditions

contained herein. The parties acknowledge and agree that but for the TIF incentives and other municipal incentives, to be provided by the Village, Developer cannot successfully and economically develop the Property in a manner satisfactory to the Village. The Village has determined that it is desirable and, in the Village's, best interests to assist Developer in the manner set forth herein and as this Agreement may be supplemented and amended.

WHEREAS, The Village, in order to stimulate and induce development of the Property, has agreed to finance certain Redevelopment Project Costs (as defined in Article Two below) through Incremental Property Taxes (as defined in Article Two below), all in accordance with the terms and provisions of the Act and this Agreement.

WHEREAS, This Agreement has been submitted to the Corporate Authorities of the Village for consideration and review, the Corporate Authorities have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Village according to the terms hereof, and any and all actions of the Corporate Authorities of the Village precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

WHEREAS, This Agreement has been submitted to the Members of the Developer for consideration and review, the Members have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Developer according to the terms hereof, and any and all action of the Developer's Members precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE ONE
INCORPORATION OF RECITALS

The findings, representations and agreements set forth in the above Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though fully set out in this Article One, and constitute findings, representations and agreements of the Village and of the Developer according to the tenor and import of the statements in such Recitals.

ARTICLE TWO
DEFINITIONS

For the purposes of this Agreement, unless the context clearly requires otherwise, words and terms used in this Agreement shall have the meanings provided from place to place herein, including above in the recitals hereto and as follows:

“Act” means the Tax Increment Allocation Redevelopment Act found at 65 ILCS 5-11-74.4-1, et seq., as supplemented by the Local Government Debt Reform Act, as amended, and the home rule powers of the Village.

“Agreement” means this “Development Agreement-The Boulevard at Central Station”.

“Change in Law” means the occurrence, after the Agreement Date, of an event described in Section (a) below, provided (x) such event materially changes the costs or ability of the Party relying thereon to carry out its obligations under this Agreement and (xx) such event is not caused by the Party relying thereon:

(a) Change in Law means any of the following: (i) the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or regulation (other than by the Village or with respect to those made by the Village, only if they violate the terms of this Agreement); (ii) the order or judgment of any federal or state court, administrative agency or other governmental body (other than the Village); or (Hi) the adoption promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency (other than the Village, or, with respect to those made by the Village, only if they violate the terms of this Agreement). Change in Law, for purposes of this Agreement, shall also include the imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or renewal thereof) necessary for the undertaking of the services to be performed under this Agreement (except any imposition of any conditions on, or delays in, any such issuance or renewal by the Village).

“Code” means the United States Internal Revenue Code of 1986, as amended.

“Collector” means the officer or officers of the County of Cook, Illinois, who is or are at the time obligated under applicable law to collect and pay over to the Village the Incremental Property Taxes pursuant to and in accordance with the Act.

“Corporate Authorities” means the President and Board of Trustees of the Village of Tinley Park, Illinois.

“Developer” means South Street Development, LLC, an Illinois imited Liability Company, or any successor in interest thereof.

“Eligible Improvements” means costs of the Project to be paid or reimbursed by the Village as provided in this Agreement.

“Final Plans” means the detailed plans for the Project (in its entirety including all improvements and not merely the building(s) themselves) as approved by the Village prior to the issuance of any building or other permits for the development, or as amended by the Developer and approved by the Village thereafter.

“Incremental Property Taxes” means that portion of the ad valorem taxes, if any, attributable to the taxes levied upon the Property, which taxes are actually collected and which are attributable to the increases in the then current equalized assessed valuation (“EAV”) of the taxable lot, block, tract or parcel of all portions of the Property in the TIF District over and above the total

Initial EAV of the Property, all as determined by the County Clerk of the County of Cook, Illinois, pursuant to and in accordance with the Act, the TIF Ordinances and this Agreement, which is attributable to the Property and includes any replacement, substitute or amended taxes.

“Initial EAV” means the calendar year 2011 equalized assessed value of the Property certified by the County Clerk of Cook County.

“Net Incremental Property Taxes” means that portion of the Incremental Property Taxes remaining after those payments required to be made to the applicable public school districts based upon State law and/or any agreements entered into between the Village and said school district or school districts, payments to any other taxing jurisdictions which are required under applicable State law, payments on any applicable debt obligations (i.e., payable from the New Bremen TIF District revenues), and after deduction of administrative expenses of the Village.

“Note” means the Tax Increment Financing Reimbursement Note, attached hereto as **Exhibit 8**.

“Party” means the Village and/or Developer and its successors and/or assigns as permitted herein, as the context requires.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, trust, or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.

“Preliminary Engineering Plans” mean the engineering plans dated and prepared by McBride Engineering.

“Project” consists of a mixed use four story building initially including approximately sixty-six (66) two bedroom residential rental units, ninety-nine (99) one-bedroom residential rental units, for a total not to exceed 165 residential rental units, and, in addition, retail, reception and first floor tenant amenity space of approximately 29,853 rentable square feet, with indoor parking for _____ motor vehicles, and outdoor surface parking for approximately sixty four (64) vehicles.

“Property” means those parcel(s) legally described on **Exhibit 1** upon which the Project will be implemented and constructed.

“Real Estate Sale Provisions” means those provisions set forth in **Exhibit 11** attached hereto and made a part hereof.

“Redevelopment Plan” means the “Redevelopment Plan” (as identified in Paragraph D of the Recitals) for the TIF District as approved by Village.

“Redevelopment Project Costs” means those qualified redevelopment project costs authorized by the Act and this Agreement.

“Site Plan” means the plan entitled “The Boulevard at Central Station Site Plan”, dated as last revised as of August 24, 2018, prepared by Kue Diedrich and Chi, Architects and further identified as Project Number _____.

“State” means the State of Illinois.

“TIF District” means the New Bremen Tax Increment Redevelopment Project Area of the Village.

“TIF Fund” means the special allocation fund of the Village consisting solely of the Incremental Property Taxes of the Main Street South Tax Increment Redevelopment Project Area.

“TIF Ordinances” means all Ordinances adopted by the Village relating to the establishment or amendment of the New Bremen TIF District as further delineated in the Recital to this Agreement.

“Uncontrollable Circumstance” means any event which:

- a. is beyond the reasonable control of and without the fault of the Party relying thereon; and
- b. is one or more of the following events:
 - (i) a Change in Law;
 - (ii) insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, fire, nuclear incident, war or naval blockade;
 - (iii) epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary or ordinary weather conditions or other similar act of God;
 - (iv) governmental condemnation or taking other than by the Village;
 - (v) strikes or labor disputes, or work stoppages not initiated by the Developer;
 - (vi) shortage or unavailability of essential materials, which materially change the ability of the Party relying thereon to carry out its obligations under this Agreement; or
 - (vii) unknown or unforeseeable geo-technical or environmental conditions;
 - (viii) major environmental disturbances;
 - (ix) vandalism; or
 - (x) terrorist acts.

Uncontrollable Circumstance shall not include: economic hardship; unavailability of materials (except as described in b (vi) above); or a failure of performance by a contractor (except as caused by events which are Uncontrollable Circumstances as to the contractor).

For each day that the Village or Developer is delayed by an Uncontrollable Circumstance, the dates set forth in this Agreement shall be extended by one (1) day for each day of the resulting delay.

“Village” means the Village of Tinley Park, Illinois, an Illinois home rule municipal corporation.

ARTICLE THREE
CONSTRUCTION

This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- a. Definitions include both singular and plural.
- b. Pronouns include both singular and plural and cover all genders.
- c. The word “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”.
- d. Headings of Articles and Sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- e. All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement. In the event of a conflict between any exhibit and the terms of this Agreement, the Agreement shall control.
- f. Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.

The Village President, unless applicable law requires action by the Corporate Authorities, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by and provided for in this Agreement. Developer and Village are entitled to rely on the full power and authority of the Persons executing this Agreement on behalf of the Developer and Village as having been properly and legally given by the Developer or Village as the case may be.

- g. In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by Developer in a different manner, Developer hereby designates Robert Hansen, a Manager of the Developer, as its authorized representative who shall individually have the power

and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of Developer and with the effect of binding Developer in that connection (such individual being an “Authorized Developer Representative”). Developer shall have the right to change its authorized Developer Representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 18.3.

ARTICLE FOUR **DEVELOPMENT PLAN**

The Developer has proposed, and the Village has agreed that the development proceed in two coordinated phases.

ARTICLE FIVE **DESIGNATION OF DEVELOPER**

Except as otherwise provided in Sections 18.14 and 18.20 below, the Village hereby designates Developer as the exclusive developer for the Project on the Property, subject to the terms of this Agreement and only so long as Developer is not in default in relation to this Agreement after the expiration of all applicable cure periods. The Village hereby represents to Developer that the Village has, to the best of its knowledge, taken in good faith, all necessary actions and has complied with all requirements imposed by law including, but not limited to, the requirements of Section 5/11-74.4-4 (c) of the Act, required to be taken and met prior to the designation of Developer as the exclusive developer for the Project on the Property.

ARTICLE SIX **DEVELOPMENT OF THE PROPERTY**

6.1 Zoning. Developer shall apply for all zoning relief identified as needed by the Village Staff. Following all required public hearings and meetings and concurrently with the Approval of this agreement the Village Board shall consider such zoning entitlements and all such approved zoning entitlements be set forth in a separate ordinance. Following the approval of this Agreement and any zoning entitlements, the Developer shall promptly proceed to complete all final engineering and other plans (the “Final Plans”) for approval by the Village of the Project, with said Final Plans to be in substantial conformity with the Exhibits identified in Section 6.3 below.

6.2 Development Schedule. The project as proposed is a mixed use commercial and residential rental development, to be developed and constructed in two (2) phases. Within three (3) months after satisfaction of the condition precedent as set forth in Section 7.3, the Developer agrees to apply for all necessary permits and approvals, including land use and construction approvals, from all governmental agencies having applicable jurisdiction as may be required to actually commence construction of Phase I of the Project. Developer agrees to apply for all necessary permits and approvals, including land use and construction approvals, from all governmental agencies having applicable jurisdiction as may be required to actually commence construction of Phase II of the Project, within 24 months of the commencement of construction of

Phase I of the Project. The entire project shall be completed within 48 months of the commencement of construction of Phase I of the project. Upon receipt of all required approvals, including approval of the Final Plans and permits for the Project from the Village and any other federal, state, regional or county agencies having applicable jurisdiction, the Developer shall commence construction of the Project within three (3) months, weather permitting. If the Project has not been commenced within twelve (12) months after the last approval or permit is received, all such permits, approvals, variances and waivers for the Property and Project shall be immediately revoked and of no further force and effect (subject to the notice and curia provisions in this Agreement). Developer shall have the right to apply for a three (3) month extension of the time in which Developer shall have to commence construction pursuant to this Agreement or any permits issued by the Village if market conditions render commencement of such construction economically infeasible. The Village shall not unreasonably withhold approval of such an extension.

6.3 Site Plan. The Property shall be developed by Developer in strict conformity with the Site Plan (as defined and identified in Article Two above) attached hereto and hereby made a part hereof as **Exhibit 2** and also in strict conformity with the approved (by the Village) Final Plans. In addition, the exterior of the building, including exterior building materials, shall be constructed by Developer in strict conformity with the exterior architecture and Building Elevations which are attached hereto and hereby made a part hereof as **Exhibit 3**. Landscaping for the Property shall be provided by Developer in substantial compliance with with the Landscape Plan attached hereto and hereby made a part hereof as **Exhibit 4 subject to the Village's final approval of the streetscape plan.** Lighting for the Project shall be provided by Developer in substantial compliance with the Lighting Plan attached hereto and hereby made a part hereof as **Exhibit 5**. All parking for the residential portion Project shall be provided on-site by the Developer as applicable, in strict conformity with and as specifically delineated in the Site Plan. is understood that the Project must not only be constructed in full conformity with the Site Plan, the Final Plans and also the aforesaid **Exhibits 3 through 6** but also all applicable codes, ordinances and regulations of the Village (except as to zoning and building code provisions that the Village has granted variations and waivers from) and the Ordinance granting all approvals as required by the 2011 Legacy Code and other ordinances of the Village as amended from time to time.

6.4 Model and Rental Center. Developer shall maintain model units and a rental office on the Property. Developer shall cease the designation of any residential units as model units no later than such point in time when there are no residential units left for lease/sale.

6.5 Improvements. Plans for all general site improvements, including but not limited to streets, parking, street and parking lot lighting, architecture, sign requirements, streetscape and street furniture, storm water facilities, alleys and driveways, parking facilities, landscaping in accordance with approved landscape plans, together with all general engineering plans for the entire Project, must be submitted to and shall be subject to the approval of the Village. The Building and Property shall be protected from fire by an automatic sprinkler system, which sprinkler system, including number of sprinkler heads, location of sprinkler heads and type of sprinkler system, must be approved by the Village. All site and building improvements must be in accordance with the applicable codes and ordinances of the Village as they exist from time to

time during the course of construction of the Project except as to zoning and building code provisions that the Village has granted variations from.

6.6 Permitted Uses. Permitted uses shall be all of the functionalities and permitted building types as set forth in Section 2 Table 2.A. 1 of the Downtown Core Zoning District all as set forth in the Final Plans and the Site Plan.

The Developer and the Village agree that it, and any successor operator of the commercial component of the Project shall always maintain a mix of uses so that the entire Project complies with the parking standards set forth in Section 2 Table 2A, 1 of the Downtown Core Zoning District. The Developer further agrees that all times during the Project development and operation to have residential parking units equal to the number of residential units constructed (“One to One Parking”). In the event that the Developer experiences a higher demand for residential parking than the One to One parking as provided by the Ordinances of the Village of Tinley Park, the Developer may lease additional surface parking spaces at the then fair market value from the Village of Tinley Park on the Phase 1 surface parking lot owned by the Village.

Subject to the approval of a Special Use Developer shall have the right to operate its own sales center within a space in the Project for the purpose of marketing and selling or leasing space in the Project. Also, Developer further agrees that the Project shall not include any group assembly uses (as defined and identified in the Village's Zoning Ordinance).

Moreover, any tax-exempt organization, public utility or governmental service use shall be required to meet all standards for a special use as set forth in the Tinley Park Zoning Ordinance.

The Village shall approve the Restaurant which shall be a full-service restaurant with a minimum of 5,000 square feet that will occupy the most western lease space in Phase 1. The Village shall approve of said Restaurant prior to the execution of any lease said approval not be unreasonably withheld.

6.7 Prohibited Uses. The Developer agrees to not lease to or otherwise sell or allow to operate on the Property or in the Project any use specifically prohibited, (or any similar or comparable use to any specific prohibited use), by the Legacy Code of 2011 as incorporated in the Tinley Park Zoning Ordinance, and specifically as provided for in Section 3.A and Table 3.A.2 of the Legacy Code. Further, said prohibition of said uses shall be a covenant running with the land and binding on all future owners, tenants and assignees of any kind.

6.8 Residential Units. The Developer is entitled to construct a maximum of 165 residential units, consisting of approximately 66 two-bedroom units and 99 one-bedroom. It was the original intent of the Developer to market the residential units as residential condominium units, not apartments for rent, but it is understood and agreed that at this time there is not an adequate market for condominiums, nor is there an adequate market for construction financing for condominium buildings. Accordingly, Developer intends to and may construct and market the residential units as apartments for rent.

In the event the Developer or Developer's successor shall elect to convert the residential part of the property to Condominium Units, the number of residential units shall be reduced from 165 apartment units for rent to a maximum of 151 condominium units consisting of 4 one-bedroom units, 143 two-bedroom units and 4 three-bedroom units. No residential units shall be located on the first floor.

6.9 Residential Units - Standards. If the residential units are initially marketed as apartments for rent and not condominiums, the following provisions shall apply:

1. Each residential unit (apartments) shall be of first-class construction, shall fully comply with all Village building codes and regulations, and at-a minimum shall include the following minimum finishes and improvements, and no additional rent shall be charged for their inclusion and no prospective tenant/owner shall be allowed an option to have his/her rent reduced by elimination of one or more of the following:
 - All new kitchen appliances (including, at a minimum, an oven, stove, refrigerator, microwave oven, dishwasher and garbage disposal) Granite countertops for all bathroom and kitchen countertops Solid wood front and rear doors
 - Upscale cabinets (to be chosen by Developer and approved by the Planning Staff of the Village)
 - Double hung windows
- Hard floor surfaces and flooring materials in all rooms approved by the Planning Staff of the Village
 - Each unit shall have its own separate laundry room and be equipped with a new washer and dryer.

ARTICLE SEVEN **VILLAGE COVENANTS AND AGREEMENTS**

7.1 Village's Redevelopment Obligations. Subject to the conditions and terms set forth in this Agreement, the Developer is hereby designated to construct all of the public improvements designated on **Exhibit 8** (the "Public Improvements").

The Developer must construct the Public Improvements (including the parking improvements) in full compliance with the Prevailing Wage Act (the "Act") of the State of Illinois, as amended, as well as comply with the Act if it is amended to apply to any other portion or all of the Project. If Developer fails to comply with the Act the Village need not reimburse the Developer for any portion of the Incentive Amount equal to the cost of the work which was not in compliance with the Act. Developer shall provide the Village, at the Village's request or otherwise in compliance with the Act, with all documents necessary to show compliance with the Act.

The surface parking lot shall be constructed by the Developer and conveyed to the Village upon substantial completion of Phase II of the Project. Thereafter, the Village shall fully maintain the common surface parking lot to serve the retail component of the project and adjoining businesses, and residential parking as may be deemed necessary.

Multiple Bids/Proposals. The Village can require that the Developer solicit up to three bids for any of the Public Improvements.

Developer Decision with Consent. The Developer reviews competitive bids and submits and recommends to the Village for approval. The contract can be executed with the consent of the Village.

Guaranteed Maximum Price. The Village may treat the Developer as a project manager and execute a contract with a guaranteed maximum price.

Developer Contracts and Supervises. Developer coordinates all aspects of the construction and oftentimes blends work in with private property improvements in a way that is more effective and cost effective.

7.2 Village Cooperation. The Village agrees to cooperate with Developer in Developer's attempts to obtain all necessary approvals from any governmental or quasi-governmental entity other than the Village and upon request of Developer, will promptly execute any applications or other documents (upon their approval by the Village) which Developer intends to file with such other governmental or quasi-governmental entities in respect of the Project. The Village shall further promptly respond to, and/or process, and consider reasonable requests of Developer for: applicable excavation and foundation permits; shell permits; other building permits; driveway permits; curb cuts or other permits necessary for the construction of the Project. Approval of any building permit applications and/or engineering plans shall be contingent on the Developer providing all required and requested documentation for each such permit, including but not limited to engineering reports; calculations and plans required to substantiate that said improvements fully conform with all applicable state statutes and also all Village ordinances and codes, as well as receipt of all required approvals from any federal, state, regional or county agencies having applicable jurisdiction.

7.3 Project Pre-Condition. Prior to the Developer being required to construct the Project hereunder, the Village agrees to authorize the construction and funding of the Public Improvements by the Ordinance approving this agreement.

The Developer may, in its sole discretion, waive the aforesaid precondition.

7.4 TIF Incentives. Subject to the terms, conditions and restrictions of this Agreement and the Act, the Village shall pay to or on behalf of the Developer, its successors, assigns, transferees or designees solely from the Net Incremental Property Taxes in the TIF Fund remaining after payment of all Village administrative costs up to a maximum of Four Million Eight Hundred Twenty-Six Thousand (\$4,826,000.00) Dollars. Redevelopment Project Costs which are qualified for payment under this Agreement and applicable law and pursuant to the procedures set forth in Section 7.11 below (it being understood that the Village is in no way guarantying that there will

be sufficient Incremental Property Taxes to pay the full Incentive Amount), all in accordance with the provisions of Section 7.11. . The Developer shall notify the Village from time to time of all new property index numbers (PINs) as they are issued by the County Clerk, it being understood that without such information the Village will be unable to calculate and determine the amount of Incremental Property Taxes, and failure of Developer to do so will release the Village from obligation to disburse any Incremental Property Taxes that may have been generated by the parcels that have the missing PINs until they are reported by the Developer to the Village. Such Incentive Amount shall be paid under the terms and conditions set forth in Sections 7.11.

The Developer shall only be entitled to collect the TIF Incentive Amount for a period of ten years from the first day of the next calendar year after the first occupancy permit is issued for Phase I of the Project. Provided however, in the event the Developer substantially completes Phase I of the Project, within two (2) years of the receipt of all governmental permits, the maximum period shall be twelve calendar years from the first day of the next calendar year following such permitting. Provided further, in the event the Developer substantially completes Phases II, within four (4) years of the receipt of all governmental permits for commencement of the Phase I construction, the Maximum Period shall be fifteen (15) years from the first day of the next calendar following such permitting. Substantial Completion means the issuance of an occupancy permit for the first residential or commercial space in the Project.

The maximum sums reimbursable for each phase of the TIF Reimbursement shall be adjusted by multiplying the “TIF Amount” by a fraction, the numerator of which is the total cost of construction for each phase and the denominator is the total cost of construction of all phases.

The Developer shall not be eligible to collect reimbursement amounts if more than 25% (7463 sq. ft) of the required first floor commercial space (29,853sq ft.) excluding the accessory residential uses is vacant for a period of six consecutive months after the completion of Phase II of the Project.

7.5 TIF Amendments, Extensions and Replacements. The Village may, during the term of this Agreement, elect to amend, extend, supplement or replace the existing TIF. Provided, however, no such amendment, extension, supplement or replacement shall impair the rights of the Developer to complete the undertaking of the Developer or seek the reimbursements and benefits as herein provided by this Agreement.

7.6 Conveyance of Land. A portion of the property upon which the Village parking area is to be constructed, is owned by the Developer. A portion of the property upon which the building to be constructed by the Developer is owned by the Village. Upon the application for permits for Phase I of the development, the Village shall convey to the Developer all portions of the property owned by the Village, located in the footprint of the Phase I area. Contemporaneous with the conveyance of the Phase I property by the Village to the Developer, the Developer shall convey to the /Village all property located in Phase II. The Phase II property so conveyed to the Village shall be re-conveyed to the Developer upon application for building permits by the Developer for Phase II construction accordingly, at no further cost to the Developer, and the Developer shall convey the surface parking lot to the Village at no further cost to the Village upon substantial completion of Phase II or if Phase II is not completed no later than four (4) years from the execution date of this Agreement. The parties agree to convey portions of the property to one another, which

properties to be conveyed are legally described on **Exhibit 9** attached hereto and hereby made a part hereof. In the event of termination of this Agreement after conveyance of any parcels, each party or their lenders or successors shall retain all property then owned by such party without the obligation for re-conveyance.

7.7 Public Improvement Payments. The Village will fund the initial Two Million Two Hundred Thousand Dollars (\$2,200,000) of the construction costs of the Public Improvements as set forth on Exhibit 8 when and as billed to the Village. The Developer shall fund the remaining construction costs of the public improvements with no reimbursement rights. Any Village funding will be provided only upon Village acceptance of such Public Improvement after inspection and/or completion and also upon satisfactory (to the Village) documentation being submitted to the Village in accordance with Section 7.9(e) below by Developer.

7.8 Repayment. Commencing upon the receipt of tax increment funds received by the TIF, the funds shall be disbursed in accordance with the following schedule, specifically tied to the Developer's entry to and deliverance to the Village of bona fide letters of intent or executed leases from tenants, commercially reasonable and reasonably acceptable to the Village, of then available space in accordance with the following schedule:

- (a) 0% of 24% AREA LEASED. Reimbursement of available commercial rented or to be rented space by executed letters of intent or signed leases, commercially reasonable and reasonably acceptable to the Village in accordance with the fractional formula set forth in Section B below. NO TIF REIMBURSEMENT THAT YEAR.

- (b) 25% to 100% AREA LEASED. Reimbursement in that calendar year equal to amount that percent of the then available TIF incremental funds, based upon the commercial area rented by lease or committed to be leased by letters of intent or signed leases at any time that calendar year, commercially reasonable and reasonably acceptable to the Village, of then available space for commercial rental. The formula for such reimbursement shall be the amount of TIF incremental funds then available for reimbursement multiplied by a fraction the numerator of which is the square footage of such commercial leased or under bonafide letter of intent for lease, and the denominator equal to the total square footage of the area available for commercial leasing as of the last date of such calendar year as provided herein. . NOT TO EXCEED 50% OF THE THEN AVAILABLE TIF FUNDS.

All disbursement shall be measured based upon sums received in the prior year from TIF funds, as defined by this agreement, as of December 31st of each year.

For purposes of this section no commercial space which has remained continuously unoccupied for period of 90 days within a calendar year shall be counted toward the calculation of "Area Leased" set forth above

7.10 Village Permit Fees. The Village agrees to reduce or waive all Village building permit fees, tap-in fees, internal review fees, impact fees and meter fees, exclusive of outside charges for engineering review, landscape review, building inspection, plan review, parking studies and legal

fees, to the agreed total sum of \$100,000 which shall be prorated on a per unit basis, and payable upon permitting of each phase. The Developer shall be entitled to include in the agreed total sums outside consulting fees reimbursed to the Village in a sum not to exceed thirty thousand (\$30,000.00) dollars.

7.11 Detention Requirements. The Village shall supply detention capacity as required by the Metropolitan Water Reclamation District of Greater Chicago and Village Ordinance, in the Panduit Village detention pond with no connection fee to the Developer. Inoccupancy

7.12 Reimbursement Procedures.

- (a) The Village shall authorize the distribution to the Developer, or directly, to the Developer's subcontractors of, or reimbursement to the Village of, Net Incremental Property Taxes or revenue from other sources including from the existing fund balance in the TIF District Fund as determined by the Village in its sole discretion under this Section 7.9 in accordance with the terms of this Agreement, upon satisfaction of the following conditions:
 - (i) Developer has submitted to the Village's Treasurer a disbursement request on a form reasonably acceptable to the Village with respect to such portions.
 - (ii) Developer is not in default in any material provision or undertaking under this Agreement after expiration of all applicable cure periods, which has not been fully remedied.
 - (iii) The Village has previously inspected and approved the Eligible Improvements.
- (b) As a prerequisite to the making of payments to the Developer, the Developer must certify to the Village the following:
 - (i) The Developer (or its successor or assign, if applicable) is duly organized and validly existing.
 - (ii) The Developer has the right, power and authority to submit the request for payment and to perform its obligations under the Agreement.
 - (iii) No Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default under the Agreement or under any financing agreement related to the Project or under any construction contract for the Project exists and remains un-remedied.
 - (iv) The requested disbursement is for Redevelopment Project Costs which are qualified for payment under this Agreement and applicable law.
 - (v) None of the items for which payment is requested has been the basis for a previous payment.

- (vi) No payment is due and owing (or has already been paid) from the Developer to its construction manager, contractor, subcontractor or material supplier or others.
 - (vii) The Developer has obtained all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and as applicable to reconstruct, complete and operate the Improvements.
 - (viii) The Developer is in substantial compliance with its material covenants under this Agreement and has satisfied any other preconditions to disbursement.
 - (ix) That no uncontested lien other than a mortgage or mortgages exists against the Property.
 - (x) That the Developer has certified the work for which payment is sought has been completed.
 - (xi) A statement containing the total percentage of commercial “Area Leased” as such term is defined in Section 7.8 above.
- (c) As a prerequisite to any payments by the Village and to assist in the Village's consideration, the Developer must provide to the Village:
- (i) Good and sufficient (partial or full) waivers of liens with respect to the payment requested.
 - (ii) Proof in a form reasonably acceptable to the Village, such as a contractor's sworn statement and architect's certification, that the Developer is or was obligated to make the payments for which reimbursement is sought.
 - (iii) Such information as is reasonably necessary for the Village to determine that reimbursement is being sought for a Redevelopment Project Cost and is otherwise due and payable hereunder.
 - (iv) A request for disbursement (“Request for Disbursement”) on a form acceptable to the Village.
 - (v) All certificates required above.
- (d) Notwithstanding subparagraph (b) above, it is understood and acknowledged by the Parties that the entire Project shall be fully completed prior to Net Incremental Property Taxes being available. Any reimbursement payable to the Developer pursuant to this Section 7.9 that is attributable to work performed by

Subcontractors, as evidenced by waivers of lien submitted to the Village by Developer, shall be reimbursed to the Developer.

- (e) The Developer shall, upon request by the Village, provide the Village with all documentation required to evidence the cost of the Eligible Improvements such records to include, but not be limited to, all contracts with general contractors and all subcontractors, contractors sworn affidavits, lien waivers, copies of checks and any other documentation specified by the Village and/or in the possession of the Developer. The Village may, at Developer's cost, require an audit of all evidence of the cost of Eligible Improvements such audit to be performed by an auditor selected by the Village in its sole discretion.
- (f) It is understood that the Incentive Amount, is the maximum amount the Village will be required to reimburse the Developer. It is further understood that the Village may reimburse itself out of the Incentive Amount for any monies owed by the Developer and that the Incentive Amount will be reduced by the amount of any such reduction. If the cost of the Eligible Improvements (taken as a whole) is less than the Incentive Amount, the lesser amount is the maximum amount the Developer will be entitled to be reimbursed hereunder. If the cost of the Eligible Improvements exceeds the Incentive Amount, the Developer still shall be entitled to only receive a maximum amount of Three Million Seven Hundred and Seventy-Six Thousand Dollars (\$4,826,000) Dollars from the TIF Fund.
- (g) It is understood that the Village is not required to issue any tax increment financing revenue bonds, Village or Developer investment notes, or any other financing device of any kind to pay the Incentive Amount.

ARTICLE EIGHT **DEVELOPER'S COVENANTS AND AGREEMENTS**

8.1 Developer's Development Obligations. Developer shall have the obligations set forth in this Article Eight for the development, construction, financing, completion and furtherance of the Project, all subject to the Village's financial commitments set forth in this Agreement and those conditions set forth in Section 7.3 and elsewhere in this Agreement.

8.2 Developer's Commitments.

- a. The Developer will construct the Project in full conformance with the Site Plan and the Exhibits hereto and all final development and engineering plans (the approved "Final Plans") approved by the Village.
- b. Tree clearing and soil balancing for the Property and Project shall be done by the Developer.
- c. Developer shall grant, dedicate or convey all rights-of-way and easements on the Property in order to provide for all required subdivision improvements, as shown in the

Final Plans, including but not limited to streets, sidewalks, street lights, water mains, storm and sanitary sewer mains, detention or retention ponds, gas, electricity, and cable television. The Village shall coordinate said conveyances with all applicable utility companies and other applicable governmental bodies and/or agencies.

- d. Developer shall install on behalf of the Village all necessary water mains, sanitary sewer mains and storm sewers necessary to serve the Property and Project in accordance with final engineering plans approved by the Village.
- e. Developer shall provide or cause to be provided to the Village a letter of credit for the Public improvements or such other form of security as authorized by Illinois statute, in form and substance satisfactory to the Village in the amount of One Million Two Hundred Thousand Dollars (\$1,200,000).
- f. Developer shall convey title to all public improvements (as delineated in the Village codes and ordinances, including its Development and Subdivision Code) by an appropriate instrument of conveyance.
- g. Within thirty (30) business days of receipt of notice (weather permitting) from Developer that one or more of the public improvements have been completed or that a request for a Public improvement is made, the Village Engineer shall inspect said improvements and indicate his approval or disapproval of the same by written notice to the Developer given not later than fifteen (15) business days following such inspection. . If such improvements are not approved, the reasons therefor shall be set forth in the Inspection Notice, which shall identify with specificity how the subject improvements fail to substantially conform to the approval plans for the same. Upon Developer's correction of the items set forth in the Inspection Notice, the Village shall accept ownership and responsibility for the maintenance thereof pursuant to Paragraph h.

Developer shall warrant all public improvements constructed by it peror at its direction to be free from defects in workmanship and materials and damage to such improvements by reason of settling of the ground, base or foundation thereof for a period of eighteen (18) months following the date such improvements are conveyed to the Village. During the eighteen (18) month warranty period, Developer shall only be responsible for the repair and restoration of any improvements that fail as a result of defects in workmanship or materials.

- h. Developer shall park and stage all construction equipment, materials and vehicles at such site(s) as may be designated by the Village from time to time.
- i. Developer shall include in its covenants and all leases that outdoor storage is prohibited.

- j. The Village and the Developer shall grant such easements as are necessary to implement access to all areas and structures to facilitate the Plan and use of the parking areas and street to be dedicated.

8.3 Property Manager. It is understood that the Developer's current intention is to not sell, but instead lease, both the residential and the commercial/retail space portions of the Project. The Developer is hereby prohibited from selling any portion of the commercial/retail space to individual owners without first requiring in any recorded condominium declaration(s) or restrictive covenants that the owner(s) must hire a professional commercial real estate manager experienced in managing commercial/retail space of the size contemplated herein. Nothing herein shall be construed to prohibit the sale of all the commercial/retail space to an individual owner experienced in commercial real estate leasing and management. Developer must also hire a professional residential real estate manager to manage all rental activities relating to the residential units for rent. Such manager shall be hired to perform all the duties customarily required of managers of residential apartment complexes. Specifically, Developer agrees that all potential tenants of the residential units for rent must undergo both financial and criminal background checks to determine their suitability as tenants. Developer's manager shall hire a qualified firm or firms to do such background checks. Nothing herein shall be construed to prohibit Developer and/or its manager from charging a non-refundable application fee to cover the costs of such background checks. Notwithstanding the foregoing, the Village Manager shall have the authority to waive, modify or vary any of the requirements of this Section without amending this agreement and without any further public hearings.

8.4 Construction Financing Deadline. Within three (3) months of the Village approving the Final Plans and meeting the precondition set forth in Section 7.3, the Developer shall demonstrate to the Village's satisfaction that Developer has sufficient funds to pay the costs of the Project. To evidence that fact, Developer shall obtain a bank commitment term sheet, in form and content that is typical in the industry and is satisfactory to the Village, for construction financing for the Project, and shall furnish a complete copy of such term sheet to the Village. The Village shall be named as a beneficiary on all performance, labor, and material bonds and completion guarantees relating to public improvements being constructed by the Developer and/or improvements in any street right-of-way and/or required by Developer's lender or the Developer or any other entity (including the Village) providing labor and/or material relative to the Project. Duplicate originals of said bonds and/or completion guarantees naming the Village as a beneficiary shall be provided to the Village within sixty (60) days of the Developer having obtained a term sheet for financing as stated herein.

Alternatively, Developer may in its discretion submit written evidence to the Village in a form and substance satisfactory to the Village, in its sole and absolute discretion, that Developer has access to sufficient funds to pay the cost of the Project, without obtaining third party financing.

If Developer fails to meet any of the requirements of this Section, the Village shall be relieved of its obligations under this Agreement after Developer is given written notice of such failure and Developer has not cured such failure within sixty (60) days after receiving such notice from the Village.

8.5 Timing of Developer's Obligations. Developer shall prepare or cause to be prepared an escrow agreement with a licensed Illinois Title Insurer providing for the funding and disbursement of Public Improvement funds, as more fully described in Section 7.6 herein.

Subject to Uncontrollable Circumstances, Developer agrees to complete construction of the Project within eighteen (18) months after it begins construction of the Project. Construction shall be deemed to have begun on the day the first building permit (regardless of type) is issued.

If Developer fails to complete the Project within the time period set forth above, such will constitute a default under this Agreement (subject to the cure provisions hereof) unless caused by Uncontrollable Circumstances.

8.6 Compliance with Applicable Laws. Developer shall at all times acquire, install, construct, operate and maintain the Project in conformance with all applicable laws, rules, ordinances and regulations. Except as to code provisions that the Village has granted variations from, all work with respect to the Project shall conform to all applicable federal, state and local laws, regulations and ordinances, including, but not limited to, zoning, subdivision and planned development codes, building codes, environmental laws (including any law relating to public health, safety and the environment and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereafter), life safety codes property maintenance codes and any other applicable codes and ordinances of the Village; or any of its rules or regulations or amendments thereto which are in effect from time to time at the time of issuance of each building permit.

8.7 Progress Meetings. Developer shall meet with the Corporate Authorities and/or Village staff (as determined by the Village) at least every six months and up to four (4) times a year and make presentations to the Corporate Authorities and Village staff as reasonably requested by the Village President in order to keep the Village apprised of the progress of the construction of the Project.

8.8 Developer's Cooperation and Coordination. During the construction of all public and private improvements for the Project, the Developer shall provide such notices and attend such community and neighborhood meetings as may be necessary or desirable, as reasonably determined by either the Village or the Developer, to keep all the residents and local businesses in the immediate vicinity fully informed of progress on the Project and any measures that residents should take to minimize any inconvenience. The Developer shall also stage its construction of the Project to avoid to the fullest extent possible any such community disruption. During construction the Developer shall also keep all streets clean on a daily basis, and for each day in which such streets are not properly clean, the Developer shall pay the Village the sum of \$250 for each such violation. The Developer also agrees to coordinate all construction with any special events planned by the Village, particularly including, but not limited to, events occurring at the Zabrocki Plaza, the Metra train station and the Metra commuter parking lots and any other celebrations located in the vicinity of the Project in general and specifically along Oak Park Avenue and South Street. In the event of any such special events, such coordination with the Village shall include a specific traffic plan approved by the Village for both vehicles and pedestrians during the special event.

8.9 Site Maintenance. Developer shall keep the Property clean and free from debris at all times during the construction of the Project. Developer shall post with the Village a performance bond or cash in the amount of \$10,000 and in a form satisfactory to the Village to guaranty such site maintenance and allowing the Village to draw any necessary amount thereon to perform any such work (or to reimburse itself for the cost of doing any such work) when the Village determines in its sole discretion that it is necessary to do so.

8.10 Maintenance-Special Service Area. It is understood and acknowledged that the Project, once completed, will require a unique amount of maintenance and public safety measures in order to make it successful, with such maintenance and public safety measures being over and above that customarily provided by the Village. Accordingly, it is agreed that the Developer, its successors and assigns, and all subsequent owners within the Project all hereby agree to waive all rights to the formation of a special service area under the Illinois Special Service Area Tax Act (35 ILCS 200/27-5 et. seq.) and the financing of said services through said special service area, as well as the amount of any tax levy, bond issue or other financing mechanism proposed to fund the special services. Once the special service area has been formed, the obligations thereunder shall be as follows. The Village will determine what measures are to be included in the financing covered by the special service area and the Developer, its successors and assigns, and all subsequent owners within the Project all hereby agree that they shall have no right to object to the measures included in the special service area and the budget for such measures. The Developer, its successors and assigns, and all subsequent owners within the Project may request the inclusion of various items to be financed and managed through the special service area, and if such requests are received, there shall be no right to object to inclusion of those maintenance items in the special service area, and the budget for such items. For all other maintenance items that the Village may wish to include, from time to time, in the special service area, the Village will establish an annual budget for such items after receiving input from the Developer, its successors and assigns, and all subsequent owners, but who, either individually or collectively, cannot raise objections to the amount of the budget. As an alternative, if the Developer, its successors and assigns, and/or all subsequent owners determine that any such maintenance items are too expensive, they can provide for such services at their expense; provided, however, if at any time they fail to provide for such services and/or the payment for such services, the Village can in its sole discretion determine to include such items in the future in the special service area.

8.11 Due Diligence Efforts for the Rental of Commercial Space. The Village and the Developer both recognize that importance and potential challenges of the rental of the commercial space on the first floor of the Project. To that end the parties agree that throughout the term of this agreement and while the Developer or its successor or assigns are receiving TIF Reimbursements to the following undertakings:

- A. The Developer or its successors or assigns shall after the Substantial Completion of the Phase I of the Project, as herein defined) if there is vacant and unrented retail space retain the services of an experienced retail rental agent to be reasonably approved by Village.
- B. The Developer shall maintain a customary and commercially reasonable marketing budget for the retail space consistent with industry standards for the Southland Area.

- C. The Developer shall maintain all on-sight and off-site directional signage for the Project in a first-class condition.

ARTICLE NINE
ADDITIONAL COVENANTS OF DEVELOPER

9.1 Developer Existence. Developer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois limited liability company, so long as Developer maintains an interest in the Property or has any other remaining obligation pursuant to the terms of this Agreement.

9.2 Construction of Project. Developer shall diligently pursue obtaining all required permits and Developer shall cause construction of the Project on the Property to be prosecuted and completed pursuant to the terms hereof with due diligence, in good faith and without delay, subject to Uncontrollable Circumstances and the other provisions of this Agreement.

9.3 Further Assistance and Corrective Instruments. The Village and Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required for carrying out the intention of or facilitating the performance of this Agreement to the extent legally permitted and within the Village's and the Developer's sound legal discretion.

9.5 Disclosure. Concurrently with execution of this Agreement, Developer shall disclose to the Village the names, addresses and ownership interests of all Persons that comprise Developer, together with such supporting documentation that may be requested by the Village. Developer further agrees to notify the Village throughout the term of this Agreement of the names, addresses and ownership interests of any new Member.

ARTICLE TEN
SALES TAX INCENTIVES COMMERCIAL TENANTS

The Village will consider individual sales tax sharing incentives for individual commercial tenants on a case by case basis.

ARTICLE ELEVEN
REAL ESTATE CONVEYANCES

11.1 Necessary Conveyances/Easements-Time to Provide. At or before the time any permit is issued by the Village for construction of the Project, Developer will convey cross parking and cross-access easements at such locations as approved by the Village.

11.2 Real Estate Procedures. All real estate transactions provided for herein shall be governed by and shall be closed in accordance with the provisions of Exhibit 11 attached hereto and hereby made a part hereof. The Party required to make a conveyance shall be considered the "Seller"

thereunder and the Party receiving the conveyance shall be considered the “Purchaser” thereunder regardless of whether any monetary payment is due.

ARTICLE TWELVE
ADHERENCE TO VILLAGE CODES AND ORDINANCES

Except as to Code provisions that the Village has granted variations from, all development and construction of the Project shall comply in all respects with the provisions in the Building, Plumbing, Mechanical, Electrical, Storm Water Management, Fire Prevention, Property Maintenance, Zoning and Subdivision Codes of the Village and all other germane codes and ordinances of the Village in effect from time to time at the time of issuance of each building permit during the course of construction, of the Project. Furthermore, Developer agrees that the ongoing maintenance and operation of the Project shall comply with all codes and ordinances of the Village, specifically including but not limited to the Village's crime free housing provisions in Chapter 129F of the Tinley Park Municipal Code. Developer has examined and is familiar with all the covenants, conditions, restrictions, building regulations, zoning ordinances, property maintenance regulations, environmental laws (including any law relating to public health, safety and the environment and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereafter) and land use regulations, codes, ordinances, federal, state and local ordinances, and the like, currently in effect.

ARTICLE THIRTEEN
REPRESENTATIONS AND WARRANTIES OF DEVELOPER

Developer represents, warrants and agrees as the basis for the undertakings on its part herein contained that as of the date hereof and until completion of the Project:

13.1 Organization and Authorization. Developer is an Illinois Limited Liability Company duly organized and existing under the laws of the State of Illinois and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement. Developer is solvent, able to pay its debts as they mature and financially able to perform all the terms of this Agreement. To Developer's knowledge, there are no actions at law or similar proceedings which are pending or threatened against Developer which would result in any material and adverse change to Developer's financial condition, or which would materially and adversely affect the level of Developer's assets as of the date of this Agreement or that would materially and adversely affect the ability of Developer to proceed with the construction and development of the Project.

13.2 Non-Conflict or Breach. Neither the execution and delivery of this Agreement by Developer, the consummation of the transactions contemplated hereby by Developer, nor the fulfillment of or compliance with the terms and conditions of this Agreement by Developer conflicts with or will result in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of Developer (with Developer's prior written approval), any organizational documents, any restriction, agreement or instrument to which Developer or any of its partners or venturers is now a party or by which Developer or any of its partners or its venturers is bound, or constitutes a default under any of the foregoing, or results in

the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of Developer, any related party or any of its venturers under the terms of any instrument or agreement to which Developer, any related party or any of its partners or venturers is now a party or by which Developer, any related party or any of its venturers is bound.

13.3 Financial Resources. Developer has sufficient financial and economic resources to implement and complete Developer's obligations contained in this Agreement. Developer has clear title to the Property (except that portion owned by the Village) and has or will obtain a firm commitment from a financial institution providing all monies needed through third party financing or alternatively will provide proof of access to sufficient funds pursuant to the terms of Section 8.4 hereof.

13.4 Notice of Violations. The Developer represents and warrants that it has not received any notice from any local, state or federal official that the activities of the Developer with respect to the Property and Project may or will be in violation of any environmental law or regulation. The Developer is not aware of any state or federal claim filed or planned to be filed by any party relating to any violation of any local, state or federal environmental law, regulation or review procedure, and the Developer is not aware of any violation of any local, state or federal law, regulation or review procedure which would give any person a valid claim under any state or federal environmental statute.

ARTICLE FOURTEEN **REPRESENTATIONS AND WARRANTIES OF THE VILLAGE**

The Village represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

14.1 Organization and Authority. The Village is a municipal corporation duly organized and validly existing under the law of the State of Illinois, is a home rule unit of government, and has all requisite corporate power and authority to enter into this Agreement.

14.2 Authorization. The execution, delivery and the performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement (i) have been duly authorized by all necessary corporate action on the part of the Village, (ii) require no other consents, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Agreement, and (iii) shall not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject.

14.3 Litigation. To the best of the Village's knowledge, there are no proceedings pending or threatened against or affecting the Village or the TIF District in any court or before any governmental authority which involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.

ARTICLE FIFTEEN
INSURANCE

15.1 The Developer, and any successor in interest to the Developer, shall until construction of the Project is complete, obtain or cause to be obtained and continuously maintain insurance on the Project and, from time to time at the request of the Village, furnish proof to the Village that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that the Developer must obtain and continuously maintain, provided that the Developer shall obtain the insurance described in clause (i) below prior to the commencement of construction of the Project (excluding excavation and footings):

- (i) Builder's risk insurance, written on the so-called "Builder's Risk - Completed Value Basis", in an amount equal to one hundred percent (100%) of the insurable value of the Project at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.
- (ii) As to all work other than the construction of the Public Improvements, comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's/Contractor's Policy naming the Village as an additional insured, with limits against bodily injury and property damage of not less than \$2,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis, and not less than \$5,000,000 aggregate. As to the construction and installation of Village Improvements, the per occurrence limit shall be \$5,000,000.
- (iii) Workers compensation insurance, with statutory coverage.

15.2 All insurance required in this Article shall be obtained and continuously maintained in responsible insurance companies selected by the Developer or its successors and approved by the Village that are authorized under the laws of the State to assume the risks covered by such policies. Unless otherwise provided in this Article, each policy must contain a provision that the insurer will not cancel nor materially modify the policy without giving written notice to the insured and the Village at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer, or its successor or assign, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Article. In lieu of separate policies, the Developer or its successor or assign, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein.

ARTICLE SIXTEEN INDEMNIFICATION

16.1 The Developer releases from and covenants and agrees that the Village, its governing body members, officers, agents, including independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Article, collectively the “Indemnified Parties”) shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project or the Property or resulting from any action by the Developer and its officers, employees, agents and/or contractors, to the extent not attributable to the gross negligence or willful misconduct of the Indemnified Parties.

16.2 Except for gross negligence or willful misconduct of the Indemnified Parties, the Developer agrees to indemnify the Indemnified Parties, now and forever, and further agree to hold the aforesaid harmless from any claims, demands, suits, costs, expenses (including reasonable attorney's fees), actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project.

16.3 The Village makes no warranties or representations regarding, nor does it indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Property or anywhere within the TIF District of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), 42 U.S.C. §§ 961-9657, as amended) (collectively, the “Hazardous Substances”). The foregoing disclaimer relates to any Hazardous Substance allegedly generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on or in the vicinity of the Property or within the TIF District, as well as any activity claimed to have been undertaken on or in the vicinity of the Property that would cause or contribute to causing (1) the Agreement to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Development Agreement within the ambit of, the Resource Conservation and Recovery Act of 1976 (“RCRA”), 42 U.S.C. §691 et. seq., or any similar state law or local ordinance, (2) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Property within the meaning of, or otherwise bring any Property within the ambit of, CERCLA, or any similar state law or local ordinance, or (3) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. §1251 et. seq. or any similar state law or local ordinance. Further, the Village makes no warranties or representations regarding, nor does the Village indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Project or anywhere within the TIF District of any substances or conditions in or on the Property that may support a claim or cause of action under RCRA, CERCLA, or any other federal, state or local environmental statutes, regulations,

ordinances or other environmental regulatory requirements. The Village makes no representations or warranties regarding the existence of any above ground or underground tanks in or about the Property, or whether any above or underground tanks have been located under, in or about the Property and have subsequently been removed or filled. As far as any properties to be conveyed by the Village to the Developer, the Developer agrees to accept any such conveyance on an “as-is” basis and waives and releases any or all claims Developer may have against the Village for any violation of any federal, state or local environmental law or regulation.

16.4 The Developer waives any claims against the Village, and its members and boards, for indemnification, contribution, reimbursement or other payments arising under federal, state and common law or relating to the environmental condition of the land comprising the Property.

ARTICLE SEVENTEEN
EVENTS OF DEFAULT AND REMEDIES

17.1 Developer Events of Default. The following shall be Events of Default with respect to this Agreement:

- a. If any material representation made by Developer in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to the Village pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if Developer does not remedy the default within sixty (60) days after written notice from the Village.
- b. Default by Developer for a period of sixty (60) days after written notice thereof in the performance or breach of any material covenant contained in this Agreement, or any other agreement, financing or otherwise, concerning the existence, structure or financial condition of Developer and/or the Project and Property; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said sixty (60) days and Developer, within said sixty (60) days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within ninety (90) days after such notice.
- c. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days.
- d. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state

bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Developer or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition Is filed in bankruptcy by others and not dismissed within sixty (60) consecutive days.

- e. Failure to have funds to meet Developer's obligations; provided, however, that such default shall constitute an Event of Default only if Developer does not remedy the default within sixty (60) days after written notice from the Village.
- f. Developer abandons the Project on the Property. Abandonment shall be deemed to have occurred when work stops on the Property for more than sixty (60) days for any reason other than: (i) Uncontrollable Circumstances or (ii) if Developer is ahead of its planned construction schedule.
- g. Developer materially fails to comply with applicable governmental codes and regulations in relation to the construction and maintenance of the buildings contemplated by this Agreement; provided, however, that such default shall constitute an Event of Default only if the Developer does not, within sixty (60) days after written notice from the Village, remedy the default.

17.2 Village Events of Default. The following shall be Events of Default with respect to this Agreement:

- a. if any representation made by the Village in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to Developer pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if the Village does not remedy the default within sixty (60) days after written notice from Developer.
- b. default by the Village in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of the Village; provided, however, that such default or breach shall constitute an Event of Default only if the Village does not, within sixty (60) days after written notice from Developer, initiate and diligently pursue appropriate measures to remedy the default, or if the Village fails to cure such default within ninety (90) days of written notice of such default.
- c. default by the Village in the performance or breach of any material covenant, warranty or obligation contained in this Agreement; provided, however, that such default shall not constitute an Event of Default if the Village, commences cure

within sixty (60) days after written notice from Developer and in any event cures such default within ninety (90) days after such notice, subject to Uncontrollable Circumstances.

17.3 Remedies for Default. In the case of an Event of Default hereunder:

- a. The defaulting party shall, upon written notice (in accordance with the provisions of Section 18.3 of this Agreement) from the non-defaulting party, take immediate action to cure or remedy such Event of Default. If, in such case, any monetary Event of Default is not cured within thirty (30) days, or if in the case of a non-monetary Event of Default, action is not taken or not diligently pursued, or if action is taken and diligently pursued but such Event of Default or breach shall not be cured or remedied within a reasonable time, but in no event more than ninety (90) additional days after receipt of such notice, unless extended by mutual agreement, the non-defaulting party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting party's obligations under this Agreement.
- b. In case the Village shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in every such case, Developer and the Village shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Developer and the Village shall continue as though no such proceedings had been taken.
- c. In the case of an Event of Default by Developer, and its failure to cure such default after due notice and within the time frames provided for in this Agreement, in addition to any other remedies at law or in equity, the Village shall be relieved of its obligations under this Agreement, including but not limited to its obligations to accord Developer, "exclusive" developer status as set forth in Article Five, its obligation to pay any incentive amounts to the Developer and its obligations to convey any land to Developer.
- d. In the case of an Event of Default by the Village and its failure to cure such default after due notice and within the time period provided for in this Agreement, in addition to any other remedies at law or in equity, the Developer shall be relieved of its obligations under this Agreement if it so elects, and the Developer shall have the right, if it so elects, to terminate this Agreement.
- e. In the case of an Event of Default by the Developer occurring prior to the commencement of construction (only), the Village agrees that it shall have no remedy of specific performance to force the Developer to commence construction.

17.4 Legal and Other Fees and Expenses

B. From and After Effective Date of Agreement.

Except as provided in the paragraph immediately following this paragraph, upon demand by the Village made by and through its President, the Developer from time to time shall promptly reimburse the Village for all reasonable out-of-pocket costs and expenses incurred by the Village in the adoption of this Agreement, and in connection with the proposed improvements, including reasonable attorneys' fees and out-of-pocket costs and expenses involving various and sundry matters, including but not limited to preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder. The Developer shall further reimburse the Village for all reasonable out of pocket costs and expenses incurred by the Village in the administration of this Agreement if caused by, or attributable, to the actions of the Developer or any of its officers, employees, officials and/or agents.

Such costs and expenses incurred by the Village in the administration of this Agreement shall be evidenced to the Developer, upon its request, by a sworn statement of the Village, and such costs and expenses may be further confirmed by the Developer at its option from additional documents designated by the Village from time to time as relevant to determining such costs and expenses.

In the event that any third party or parties institutes any legal proceedings against the Developer and/or the Village, which relate to the terms of this Agreement, then, in that event, the Developer shall indemnify and hold harmless the Village from any and all such proceedings. Further, the Developer, upon receiving notice from the Village of such legal proceedings, shall assume, fully and vigorously, the entire defense of such lawsuit or proceedings and any and all costs and expenses of whatever nature relating thereto; provided, however, that the Developer may not at any time settle or compromise such proceedings without the Village's consent and even then only 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.

If the Village, in its sole discretion, determines that there is, or may probably be, a conflict of interest between the Village and the Developer on an issue of material importance to the Village, or which may reasonably have a potentially 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 such option, then the Developer shall reimburse the Village from time to time on written demand from the Village President and notice of the amount due for any and all reasonable out-of-pocket costs and expenses, including but not limited to court costs, reasonable attorneys' fees, witnesses' fees and/or other litigation expenses incurred by the Village in connection therewith.

In the event that the Village institutes legal proceedings against the Developer for a breach of this Agreement, or any term or condition hereof, and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in any judgment against the Developer all costs and expenses of such legal proceedings incurred by the Village, including but not limited to court costs, reasonable attorneys' fees and Witnesses' fees, incurred in connection therewith. Either party may, in its sole discretion, appeal any judgment rendered in relation thereto.

17.5 No Waiver by Delay or Otherwise. Any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither Party should be deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made with respect to any specific Event of Default be considered or treated as a waiver of the rights by the waiving Party of any future Event of Default hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.

17.6 Rights and Remedies Cumulative. The rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies for the same Event of Default.

ARTICLE EIGHTEEN **EQUAL EMPLOYMENT OPPORTUNITY**

18.1 No Discrimination. Developer will comply with all federal, state and local laws relating to equal employment opportunity.

18.2 Advertisements. Developer will, in all solicitations or advertisements for employees placed by or on behalf of Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

18.3 Contractors. Any contracts made by Developer with any general contractor, agent, employee, independent contractor or any other Person in connection with the Project shall contain language similar to that recited in Sections 17.1 and 17.2 above and be in full compliance with all Village codes and ordinances and any applicable federal, state, and local laws and ordinances.

ARTICLE NINETEEN **MISCELLANEOUS PROVISIONS**

19.1 TIF Provisions. A delineation of the TIF qualified costs for the Project are set forth on **Exhibit 8** attached hereto and hereby made a part hereof, and the Village shall not reimburse the Developer for any costs not listed on said **Exhibit 8**. Attached hereto and hereby made a part hereof as **Exhibit 13** is the analysis of the Project and projected TIF revenue. Attached hereto and hereby made a part hereof as **Exhibit 14** is the Developer's Pro Forma estimate of costs to acquire and construct the Property and the estimated revenue to be generated therefrom.

19.2 Cancellation. In the event Developer or the Village shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained, or contained in the Redevelopment Plan, including Developer's duty to build the Project, by the order of any court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the Village in connection with the Project, shall be declared

invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction and such declaration shall materially affect the Redevelopment Plan or the covenants and agreements or rights and privileges of Developer or the Village, then and in any such event, the Party so materially affected may, at its election, cancel or terminate this Agreement in whole (or in part with respect to that portion of the Project materially affected) by giving written notice thereof to the other within sixty (60) days after such final decision or amendment. If the Village terminates this Agreement pursuant to this Section 19.2, to the extent it is then appropriate, the Village, at its option, may also terminate its duties, obligation and liability under all or any related documents and agreements provided. Further, the cancellation or termination of this Agreement shall have no effect on the authorizations granted to Developer for buildings permitted and under construction to the extent permitted by said Court order; and the cancellation or termination of this Agreement shall have no effect on perpetual easements contained in any recorded, properly executed document.

19.3 Notices. Except for notices required under Section 8.10, all notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service, (b) electronic communications, whether by telex, telegram or telecopy, (c) overnight courier, (d) registered or certified first class mail, postage prepaid, return receipt requested, or (e) priority mail with delivery confirmation.

If to Village:	Village President Village of Tinley Park 16250 S. Oak Park Avenue Tinley Park, Illinois 60477
With a copy to:	Village Manager Village of Tinley Park 16250 S. Oak Park Avenue Tinley Park, Illinois 60477
And:	Peterson, Johnson & Murray—Chicago LLC 200 West Adams Street, Suite 2125 Chicago, Illinois 60606 Attention: Patrick Connelly
If to Developer:	South Street Development, LLC 11001 McCarthy Road Palos Park, Illinois 60464 Attn: Robert Hansen
With a copy to:	Joseph Rizza 8100 West 159 th Street Orland Park, Illinois 60462
And:	David Sosin

Sosin, Arnold & Schoenbeck, Ltd.
9501 W. 144th Place, Suite 205
Orland Park, Illinois 60462

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

19.4 Time of the Essence. Time is of the essence of this Agreement.

19.5 Integration. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

19.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

19.7 Recordation of Agreement. The Parties agree to record a memorandum of this Agreement, executed by the then current owners of the Property in the appropriate land or governmental records. Developer shall pay the recording charges.

19.8 Severability. If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never Included; herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

19.9 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

19.10 Entire Contract and Amendments. This Agreement (together with the exhibits attached hereto) is the entire contract between the Village and Developer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Village and Developer (specifically including but not limited to the Preliminary Development Agreement for the Property approved by the Village on 11/27/07), and may not be modified or amended except by a written instrument executed by the Parties hereto.

19.11 Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other person other than the Village and Developer, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Village or Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village

or Developer. This Agreement is not intended to and does not create any third-party beneficiary rights whatsoever.

19.12 Waiver. Any Party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

19.13 Cooperation and Further Assurances. The Village and Developer each covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Village or Developer or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

19.14 Successors in Interest. At any time, the Developer may assign its rights or obligations under this Agreement for the purpose of obtaining financing for the Project or any portion thereof, or to any entity in which the Developer owns a controlling interest. Developer may not otherwise assign its rights or obligations under this Agreement to any other person or entity without prior written consent of the Village.

19.15 No Joint Venture, Agency or Partnership Created. Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any third person to create the relationship of a partnership, agency or joint venture between or among such Parties.

19.16 No Personal Liability of Officials of Village or Developer. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the Corporate Authorities, Village Manager, any elected official, officer, partner, member, director, agent, employee or attorney of the Village or Developer, in his or her individual capacity, and no elected official, officer, partner, member, director, agent, employee or attorney of the Village or Developer shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

19.17 Repealer. To the extent that any ordinance, resolution, rule, order or provision of the Village's code of ordinances, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.

19.18 Term. This Agreement shall remain in full force and effect until the TIF District expires; provided, however, that the Developer's construction obligations hereunder shall terminate pursuant to certificates of completion issued by the Village.

19.19 Estoppel Certificates. Each of the Parties hereto agrees to provide the other, upon not less than ten (10) business days prior request, a certificate ("Estoppel Certificate") certifying that

this Agreement is in full force and effect (unless such is not the case, in which such Parties shall specify the basis for such claim), that the requesting Party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting Party. If either Party fails to comply with this provision within the time limit specified, it shall be deemed to have appointed the other as its attorney-in tact for execution of same on its behalf as to that specific request only.

19.20 Assignment. This Agreement and the rights and obligations hereunder, may not be assigned by Developer prior to completion of the Project unless the Village in the exercise of its sole and absolute discretion consents in writing to such assignment.

19.21 Collateral Assignment. It is understood and acknowledged that Developer intends to obtain construction financing (the "Construction Loan") for the Project and that the construction lender ("Lender") typically requires a collateral assignment of any relevant development agreement. If such financing is obtained and if the Lender requires such a collateral assignment, the Village hereby consents to the assignment of this Agreement to the Lender as collateral security for the Construction Loan and also if required by the Lender further consents to the assignment of the TIF Note (see Exhibit 12) to the Lender as further collateral security.

In the event that any Lender is to succeed to Developer's interest in the Property, or any portion thereof, pursuant to the collateral assignment and in conjunction with such succession accepts an assignment of Developer's interest in this Agreement, the Village shall recognize such party as the successor in interest to Developer with respect to the Property or the portion acquired by such Lender. However, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if the Lender accepts an assignment of Developer's interest under this Agreement, it automatically accepts not only the Developer's rights hereunder but also all of Developer's obligations hereunder. However, if such Lender does not expressly accept an assignment of Developer's interest hereunder, such Lender shall be entitled to no rights and benefits under this Agreement. The foregoing (Lender's lack of expressly accepting an assignment) shall apply whether the succession is by foreclosure or deed in lieu of foreclosure or any other remedy. Under all such circumstances, the Property may only be developed in accordance with this Agreement.

With respect to a mortgage to which the Village has not consented in writing, if that mortgagee or any other party shall succeed to Developer's interest in the Property or any portion of it and in conjunction with such succession accepts an assignment of Developer's interest in the Property, the Village shall not be obligated to recognize such party as the successor in interest to Developer under this Agreement. Unless and until the Village accepts, in writing, such Party as the successor in interest such party shall be entitled to no rights or benefits under this Agreement. The foregoing shall apply whether the succession is by foreclosure or deed in lieu of foreclosure or any other remedy. The exercise of any such remedy and the transfer of title to the Property or any portion of it to a mortgagee or any other party in connection with such exercise shall not be subject to the consent of the Village).

Neither Developer's making of a collateral assignment of its interest under this Agreement to a Lender, nor the exercise by a Lender of any of its remedies, shall constitute an acceptance by such

Lender or any other party of such assignment. Such Lender or other party shall not be deemed to have accepted such assignment until such time as such Lender or other party has executed and delivered to the Village a written acceptance of such assignment. In the absence of such acceptance, such Lender or other party shall have no rights or benefits under this Agreement.

For so long as the Property is the subject of a TIF District neither the Property nor any improvements on it may be collaterally assigned or otherwise encumbered for any purpose other than to finance the ownership and development of the Project pursuant to this Agreement.

If a default by Developer under this Agreement occurs and Developer does not cure it within the cure period that applies to Developer under this Agreement, then the Village shall promptly give the Lender, a notice of expiration of such cure period (the "Cure Period Expiration Notice"). The Lender shall have the right, but not the duty, to perform any obligation of Developer under this Agreement and to cure any default. Such Lender shall have thirty days after receipt of the Cure Period Expiration Notice to cure such default. However, with respect to any default by Developer, the cure of which requires the Lender to possess and control the Property, if such Lender undertakes, by written notice to the Village within thirty days after receipt of the Cure Period Expiration Notice, to exercise reasonable efforts to cure such default, such Lender's cure period shall continue for such additional time as may reasonably be required to obtain possession and control of the Property and thereafter cure the default within one hundred and twenty days. Such Lender may abandon exercise of its cure rights without liability to the Village or any other party provided it gives the Village express written notice that it is so abandoning exercise of its cure rights. The Village shall accept cure by such Lender in fulfillment of Developer's obligations, for the account of Developer and with the same force and effect as if performed by Developer.

It is understood and acknowledged that, irrespective of any Lender remedies, the Property may not be developed, redeveloped, completed or maintained except in accordance with this Agreement. This restriction shall attach to and run with the land whether or not a Lender or any other entity holding an interest in the Property accepts the assignment of this Agreement. Notwithstanding anything in this Agreement or any other document to the contrary and irrespective of the underlying zoning of the Property, it is the intent of the Parties that any successor in interest to Developer shall have only the development rights accorded by this Agreement and any approvals or permits issued pursuant to it. Further, each and every covenant, dependent or independent, and each and every obligation of this Agreement shall encumber such development.

Moreover, if any such Lender, mortgagee or other party thereafter seeks to sell, transfer, assign, or otherwise dispose of the Property and/or the Project, any such sale, transfer, assignment or disposition shall be governed by the provisions of Section 18.20 above.

ARTICLE TWENTY **EFFECTIVENESS**

The Effective Date for this Agreement shall be the day on which this Agreement is fully executed pursuant to a duly enacted Village ordinance authorizing the execution of and adoption of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

VILLAGE:

Village of Tinley Park,
an Illinois municipal corporation

DEVELOPER:

South Street Development, LLC,
an Illinois limited liability company

By: _____

Jacob C. Vandenberg

Its: Mayor

By: _____

Robert Hansen

Its: Manager

Attest: _____

Kristin A. Thirion

Its: Village Clerk

By: _____

Joseph Rizza

Its: Manager

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 Jacob C. Vandenberg, Mayor, personally known to me to be the Village President of the Village of Tinley Park, and Kristin A. Thirion, personally known to me to be the Village Clerk of said municipal 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 Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village 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 _____ 2018.

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 Robert Hansen and Joseph Rizza, personally known to me to be the Managers of South Street Development, LLC, an Illinois limited liability company, 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 Managers, they signed and delivered the said instrument, pursuant to authority given by the Managers of said Illinois limited liability company, as their free and voluntary act, and as the free and voluntary act and deed of said Illinois limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of _____, 2018.

Notary Public

INDEX OF EXHIBITS

- Exhibit 1 - Legal Description of Property
- Exhibit 2 - Site Plan
- Exhibit 3 - Building Elevations
- Exhibit 4 - Landscape Plan
- Exhibit 5 - Photometric Lighting Plan
- Exhibit 6 - Parking Deck Plan
- Exhibit 7 - Unified Sign Plan
- Exhibit 8 - Public Improvements
- Exhibit 9 - Legal Description of Property to be conveyed by the Village
- Exhibit 10 - Tenant Rules & Regulations
- Exhibit 11 - Current Real Estate Ownership
- Exhibit 12 - Phasing Plan
- Exhibit 13 - Façade Materials Board
- Exhibit 14 - Developer's Pro Forma Estimate of Costs and Revenue
- Exhibit 15 - Existing Land Ownership
- Exhibit 16 - Proposed Land Ownership

EXHIBIT 1

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

LOT 10 IN BLOCK 9 IN THE VILLAGE OF TINLEY PARK (FORMERLY BREMEN) A SUBDMSION IN THE SOUTHEAST 1/ 4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 6 AND 7 IN BLOCK 9 IN BREMEN, BEING A SUBDMSION IN SECTIONS 30 AND 31, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 5 IN BLOCK 9 IN BREMEN, BEING A SUBDIVISION OF SECTIONS 30 AND 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 3 AND 4 IN BLOCK 9 IN BREMEN, BEING A SUBDMSION OF SECTIONS 30 AND 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY. ILLINOIS.

PARCELS:

LOTS 1 AND 2 IN BLOCK 9 IN BREMEN, A SUBDIVISION OF SECTIONS 30 AND 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOTS 11 AND 12 IN BLOCK 9 IN THE VILLAGE OF TINLEY PARK (FORMERLY BREMEN), A SUBDMSION OF SECTIONS 30 AND 31, TOWNSHIP 36 NORTH. RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOT 9 (EXCEPT THE NORTH 61 FEET OF LOT 9) IN BLOCK 9, IN BREMEN, A SUBDIVISION OF SECTION 30 AND 31, TOWNSHIP 36 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCELS:

THE NORTH 61 FEET OF LOT 9 IN BLOCK 9 IN BREMEN. A SUBDIVISION OF SECTION 30 AND SECTION 31, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. ILLINOIS.

PARCEL 9:

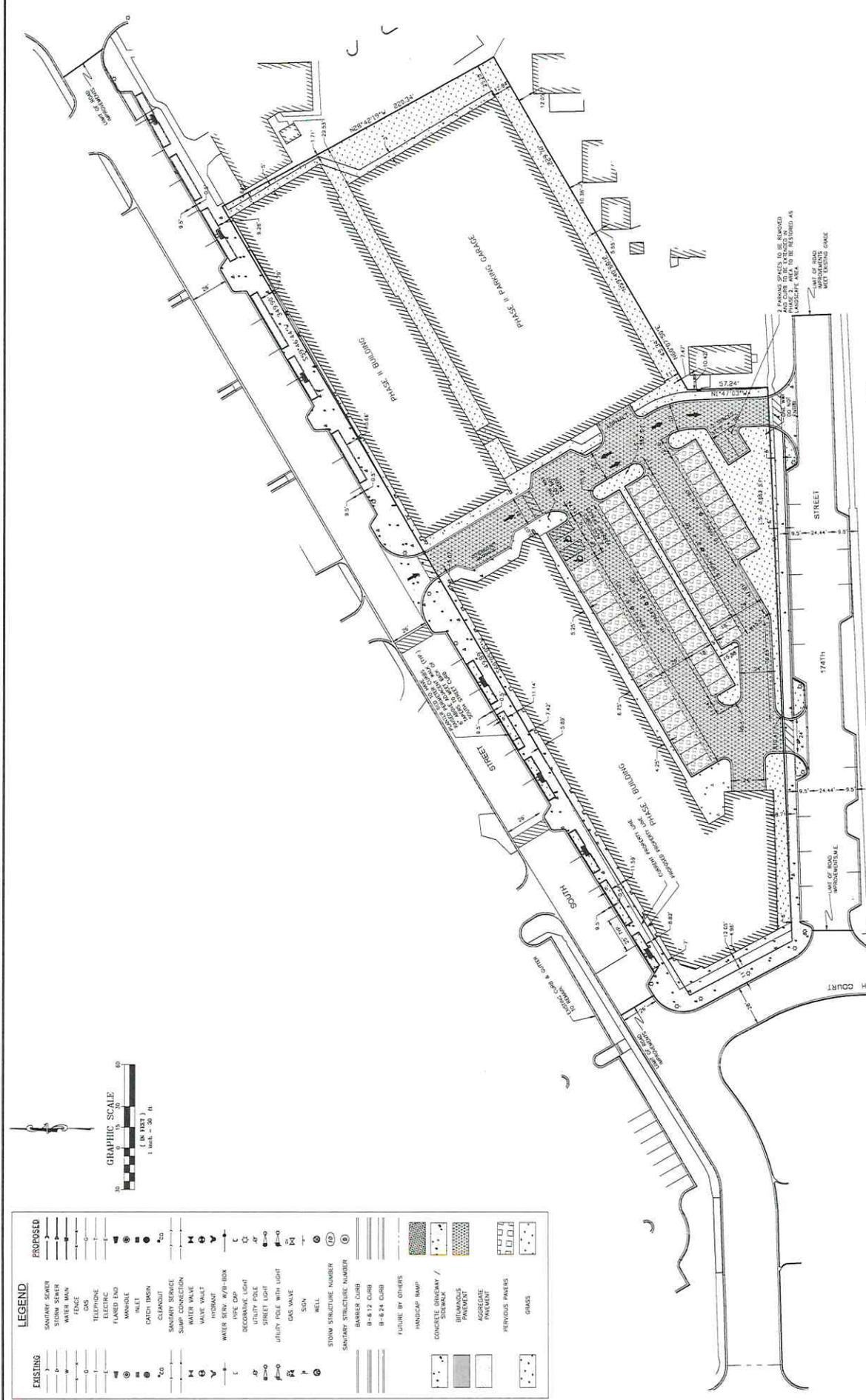
LOTS 13, 14 AND 15 IN BLOCK 9 IN ORIGINAL TOWN OF BREMEN IN SECTIONS 30 AND 31, TOWNSHIP 36 NORTH. RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

PARCEL 10:

LOT 8 IN BLOCK 9 IN BREMEN, BEING A SUBDIVISION IN SECTIONS 30 AND 31, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT 2

EXISTING		PROPOSED	
Sanitary Sewer	Sanitary Sewer	Sanitary Sewer	Sanitary Sewer
Storm Sewer	Storm Sewer	Storm Sewer	Storm Sewer
Water Main	Water Main	Water Main	Water Main
Fence	Fence	Fence	Fence
Gas	Gas	Gas	Gas
Electric	Electric	Electric	Electric
Manhole	Manhole	Manhole	Manhole
Valve	Valve	Valve	Valve
Catch Basin	Catch Basin	Catch Basin	Catch Basin
Cleanout	Cleanout	Cleanout	Cleanout
Sanitary Service	Sanitary Service	Sanitary Service	Sanitary Service
Sump Connection	Sump Connection	Sump Connection	Sump Connection
Water Valve	Water Valve	Water Valve	Water Valve
Hydrant	Hydrant	Hydrant	Hydrant
Water Sewer Valve Box			
Fire Cap	Fire Cap	Fire Cap	Fire Cap
Recon Light	Recon Light	Recon Light	Recon Light
Utility Pole	Utility Pole	Utility Pole	Utility Pole
Street Light	Street Light	Street Light	Street Light
Utility Pole with Light			
Gas Valve	Gas Valve	Gas Valve	Gas Valve
Man	Man	Man	Man
Woman	Woman	Woman	Woman
Well	Well	Well	Well
Storm Structure Number	Storm Structure Number	Storm Structure Number	Storm Structure Number
Sanitary Structure Number	Sanitary Structure Number	Sanitary Structure Number	Sanitary Structure Number
Barrier Curb	Barrier Curb	Barrier Curb	Barrier Curb
B-812 Curb	B-812 Curb	B-812 Curb	B-812 Curb
B-824 Curb	B-824 Curb	B-824 Curb	B-824 Curb
Figure by Others	Figure by Others	Figure by Others	Figure by Others
Handicap Ramp	Handicap Ramp	Handicap Ramp	Handicap Ramp
Concrete Sidewalk / Staircase			
Brick Paving	Brick Paving	Brick Paving	Brick Paving
Aggregate Paving	Aggregate Paving	Aggregate Paving	Aggregate Paving
Pervious Paving	Pervious Paving	Pervious Paving	Pervious Paving
Grass	Grass	Grass	Grass



PROJECT NO: 15140
 SHEET: 2
 PRELIMINARY SITE PLAN
 PHASE 2
 THE BOULEVARD AT CENTRAL STATION
 TIMLEY PARK, ILLINOIS

MORRIS ENGINEERING, INC.
 1100 N. PULASKI STREET, SUITE 200
 CHICAGO, ILLINOIS 60610
 PHONE: (773) 327-1100
 FAX: (773) 327-1101
 WWW.MORRIS-ENG.COM

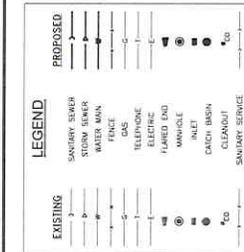
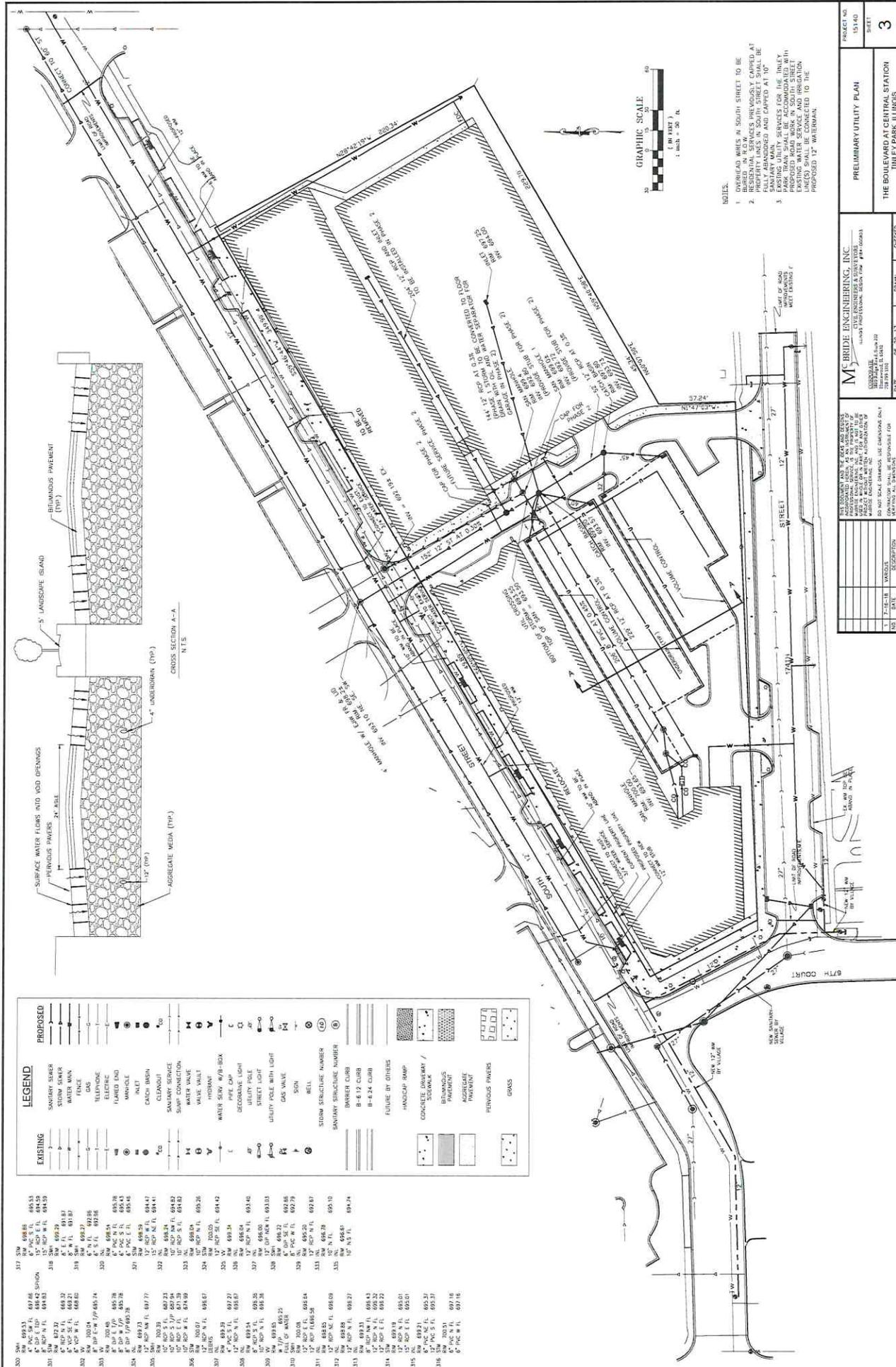
DATE: 02-23-17
 SCALE: 1" = 30'

DESIGNED BY: ESHAN
 CHECKED BY: MCM

NO.	DATE	DESCRIPTION
1	7-18-18	ISSUED FOR PERMITS

REVISIONS

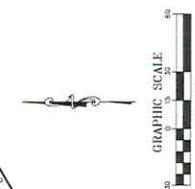
THIS DOCUMENT AND THE DATA HEREON ARE THE PROPERTY OF MORRIS ENGINEERING, INC. AND ARE TO BE KEPT IN CONFIDENCE. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF MORRIS ENGINEERING, INC.



LEGEND

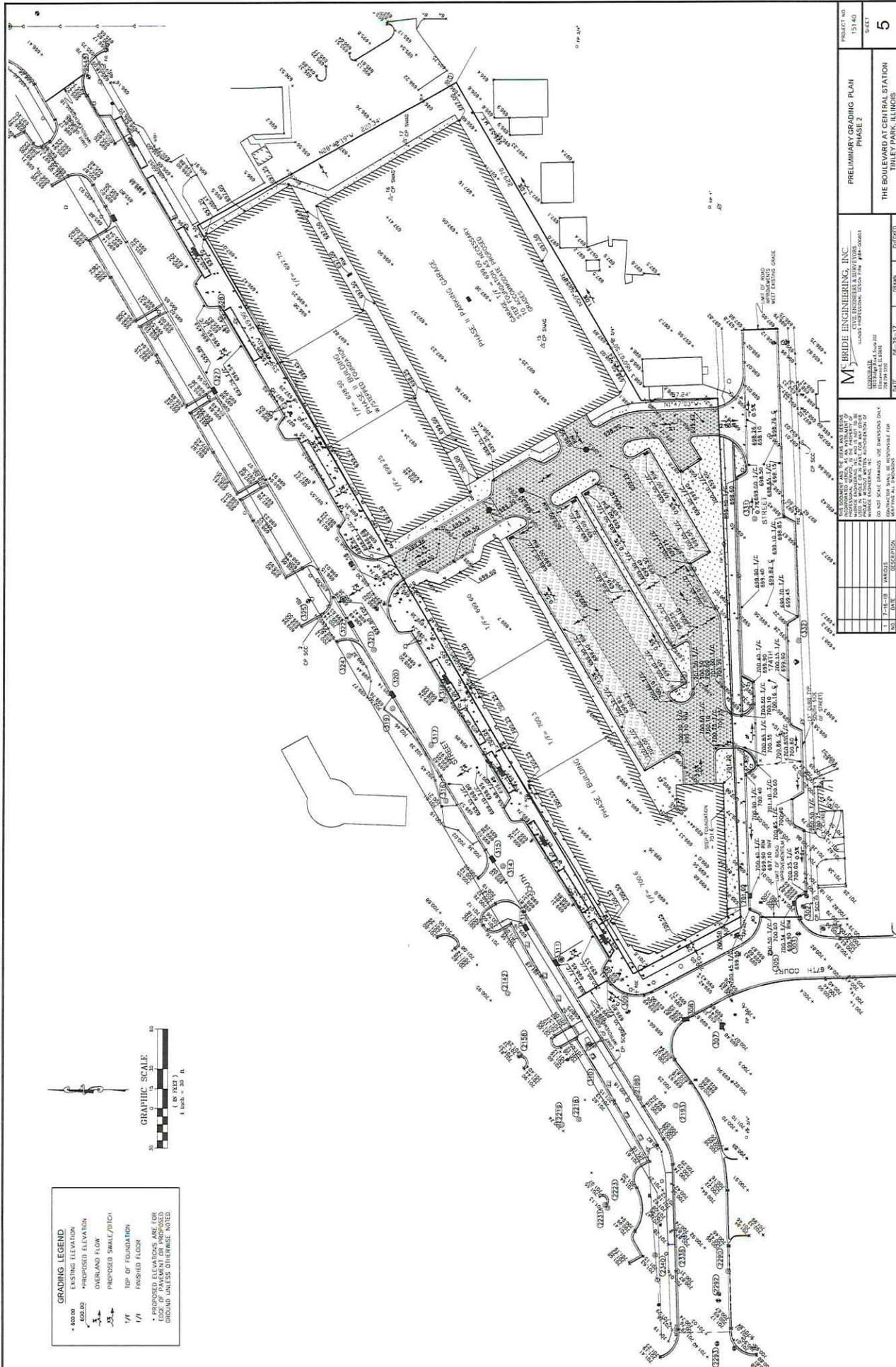
EXISTING	PROPOSED
Sanitary Sewer	Sanitary Sewer
Storm Sewer	Storm Sewer
Water Main	Water Main
Electric	Electric
Gas	Gas
Telephone	Telephone
Handicap Ramp	Handicap Ramp
Concrete Driveway	Concrete Driveway
Aggregate Pavement	Aggregate Pavement
PerVIOUS Pavement	PerVIOUS Pavement
Grass	Grass

300 SW 699.1	307 SW 698.6	314 SW 697.1	321 SW 696.6
8\"/>			



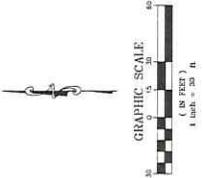
- NOTES:**
- OVERHEAD WIRES IN SOUTH STREET TO BE BURIED IN R.E.W. LINES PREVIOUSLY CARRIED AT 10'.
 - PROPERTY LINES IN SOUTH STREET SHALL BE SANITARY MANHOLE AND CAPPED AT 10'.
 - EXISTING UTILITY SERVICES FOR THE TINLEY PROPOSED ROAD WORK IN SOUTH STREET IN THE AREA OF THE SANITARY MANHOLE LINES SHALL BE CONNECTED TO THE PROPOSED 12\"/>

PROJECT NO. 15140		SHEET 3	
PRELIMINARY UTILITY PLAN			
THE BOULEVARD AT CENTRAL STATION TINLEY PARK, ILLINOIS			
MCBRIDE ENGINEERING, INC. 1100 W. 116TH STREET, SUITE 100 CHICAGO, ILLINOIS 60643 TEL: 773-486-1100 FAX: 773-486-1101 WWW.MCBRIDEENGINEERING.COM		DRAWN: BSB CHECKED: MCM DATE: 02-25-17 SCALE: 1" = 30'	DESIGNED: MCM DATE: 02-25-17
THIS DOCUMENT AND THE DATA HEREON REPRESENTS THE PRELIMINARY DESIGN OF THE PROJECT. IT IS NOT TO BE USED FOR CONSTRUCTION OR FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN APPROVAL OF MCBRIDE ENGINEERING, INC. CONSULT WITH MCBRIDE ENGINEERING, INC. FOR ANY CHANGES TO THIS DESIGN.			
DO NOT SCALE DIMENSIONS. USE DIMENSIONS ONLY AS SHOWN ON THIS DRAWING. CONSULT FOR INFORMATION ON ANY CHANGES TO THIS DESIGN.			
INFORMATION, DESIGN AND FIELD IS CONFIDENTIAL.			
REVISIONS			



GRADING LEGEND

- 600.00 EXISTING ELEVATION
- 600.00 PROPOSED ELEVATION
- OVERLAND FLOW
- PROPOSED SWALE/DITCH
- TOP OF FOUNDATION
- FINISHED FLOOR
- PROPOSED ELEVATIONS ARE FOR EDGE OF PAVEMENT OR PROPOSED GROUND UNLESS OTHERWISE NOTED.

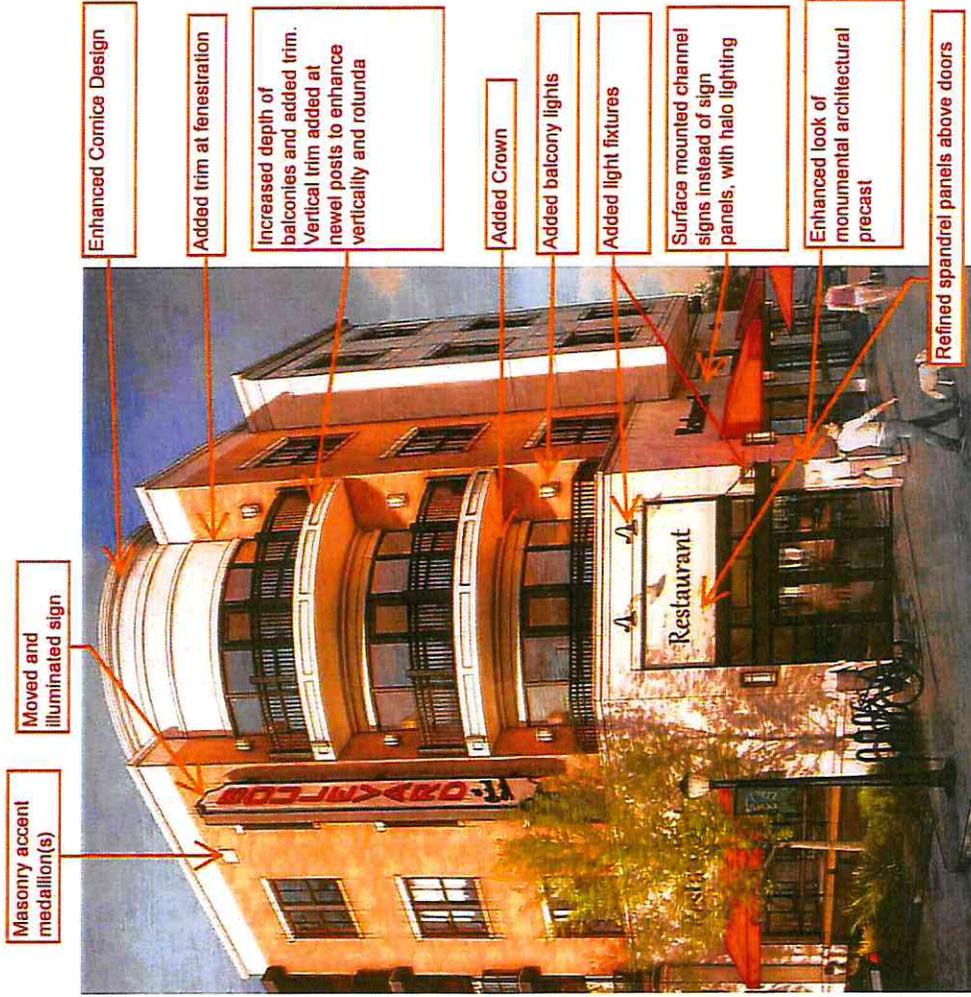


PROJECT NO. 15140		SHEET 5	
PRELIMINARY GRADING PLAN PHASE 2		THE BOULEVARD AT CENTRAL STATION TINLEY PARK, ILLINOIS	
M BRIDGE ENGINEERING, INC. 11000 W. 117TH STREET, SUITE 100 MARIETTA, IL 60143 TEL: 708.438.8888 WWW.MBRIDGEENGINEERING.COM		DATE 02-28-17	DRAWN JCB
DO NOT SCALE DRAWING. USE DIMENSIONS ONLY. VERIFY ALL DIMENSIONS AND SPACING FOR CONSTRUCTION.		CHECKED UCM	DATE 02-28-17
REVISIONS		NO.	DATE
1		7-28-18	VAROJIS

EXHIBIT 3



Design before 1st Plan Commission



Updated corner design for 2nd Plan Commission

Masonry accent medallion(s)

Moved and illuminated sign

Enhanced Cornice Design

Added trim at fenestration

Increased depth of balconies and added trim. Vertical trim added at newel posts to enhance verticality and rounded

Added Crown

Added balcony lights

Added light fixtures

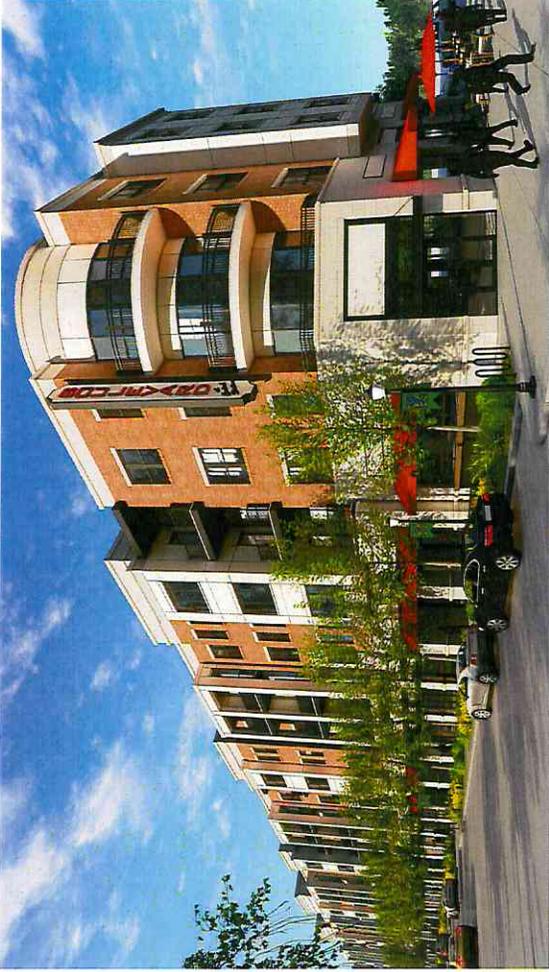
Surface mounted channel signs instead of sign panels, with halo lighting

Enhanced look of monumental architectural precast

Refined spandrel panels above doors

8/27/18





RENDERING 1 - PHASE 1



RENDERING 1 - PHASE 2

THE BOULEVARD AT CENTRAL STATION

TINLEY PARK, ILLINOIS
SOUTH STREET, LLC.

July 17, 2018



A310-R

3D COLORED RENDERINGS



RENDERING 2 - PHASE 1



RENDERING 2 - PHASE 2

THE BOULEVARD AT CENTRAL STATION
TINLEY PARK, ILLINOIS
SOUTH STREET, LLC.

July 17, 2018



A311-R

3D COLORED RENDERINGS



RENDERING 3 - PHASE 1



RENDERING 3 - PHASE 2

THE BOULEVARD AT CENTRAL STATION
 TINLEY PARK, ILLINOIS
 SOUTH STREET, LLC.

July 17, 2018



A312-R

3D COLORED RENDERINGS



OVERALL ELEVATION
SOUTH STREET



JULY 17, 2018

THE BOULEVARD AT CENTRAL STATION

TINLEY PARK, ILLINOIS

SOUTH STREET, LLC.

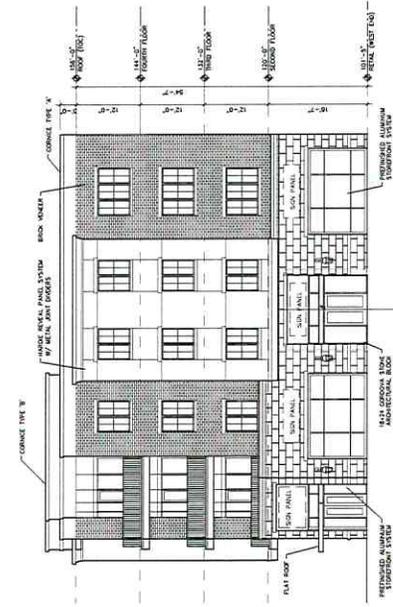


A300-R

OVERALL ELEVATION
SOUTH STREET



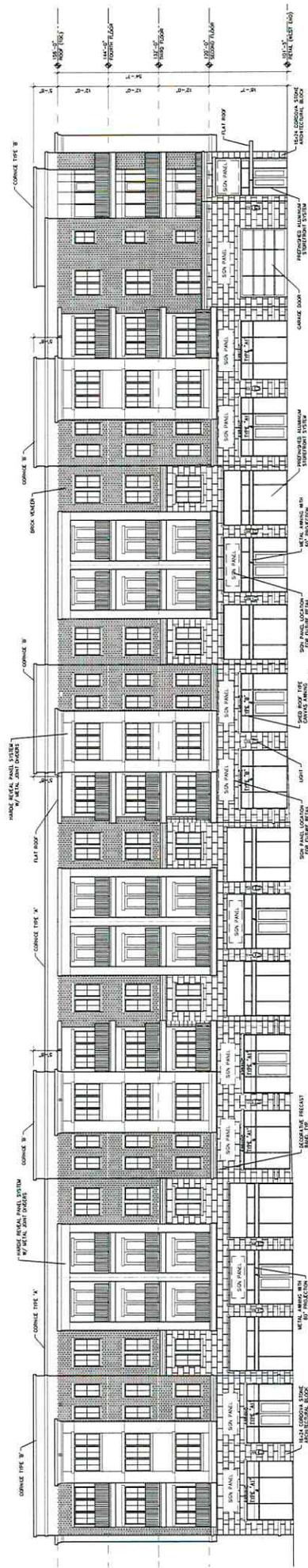
PHASE 1 ELEVATION
BREEZEWAY



ALTERNATE PHASE 1
ELEVATION
64TH STREET



PHASE 1 ELEVATION
64TH STREET



PHASE 1 ELEVATION
SOUTH STREET

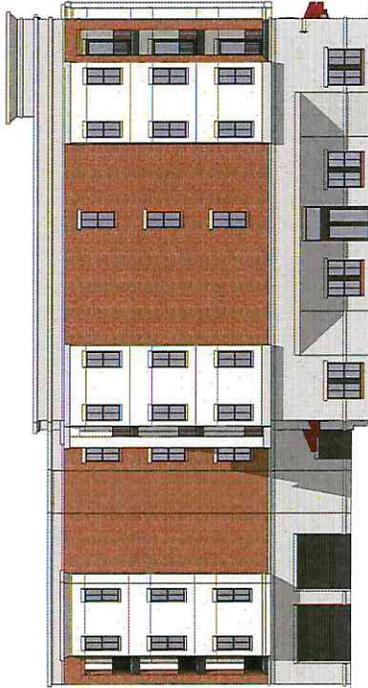


JULY 17, 2018

THE BOULEVARD AT CENTRAL STATION
TINLEY PARK, ILLINOIS
SOUTH STREET, LLC.



A301
PHASE 1 ELEVATIONS
SOUTH, 64TH, BREEZEWAY



PHASE 1 ELEVATION
BREEZEWAY



PHASE 1 ELEVATION
67TH CT



PHASE 1 ELEVATION
SOUTH STREET



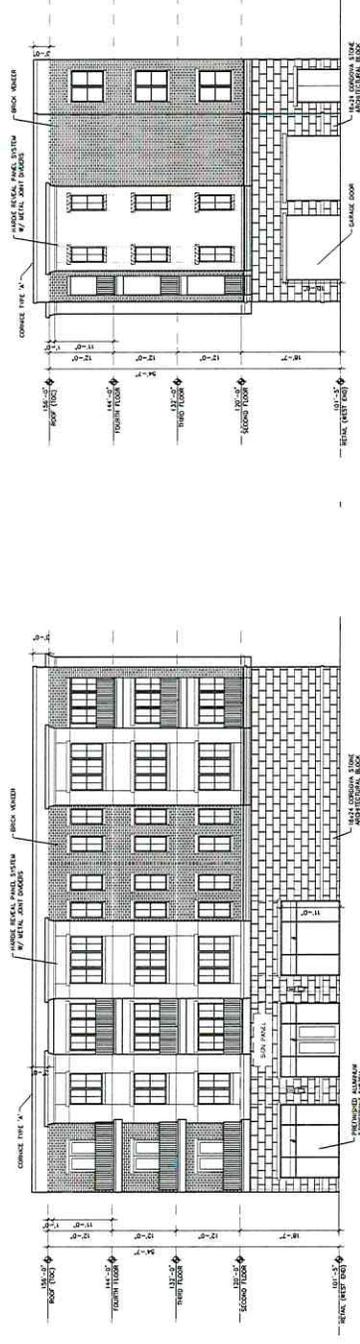
August 24, 2018

THE BOULEVARD AT CENTRAL STATION

TINLEY PARK, ILLINOIS
SOUTH STREET, LLC.

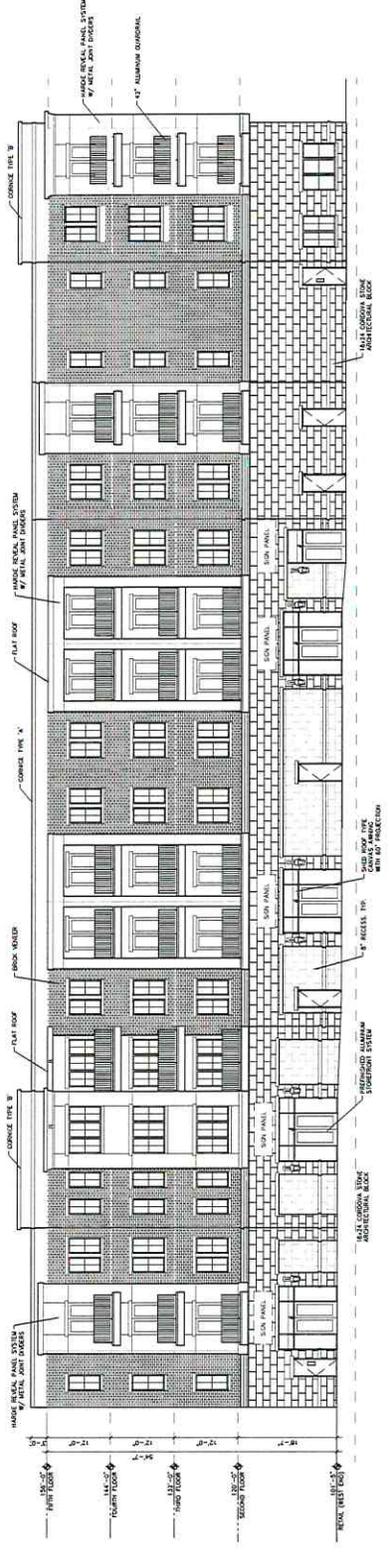


A301-R
PHASE 1 ELEVATIONS
SOUTH, 64TH, BREEZEWAY



PHASE 1 ELEVATION
174TH STREET

PHASE 1 ELEVATION
COURTYARD



PHASE 1 ELEVATION
COURTYARD



JULY 17, 2018

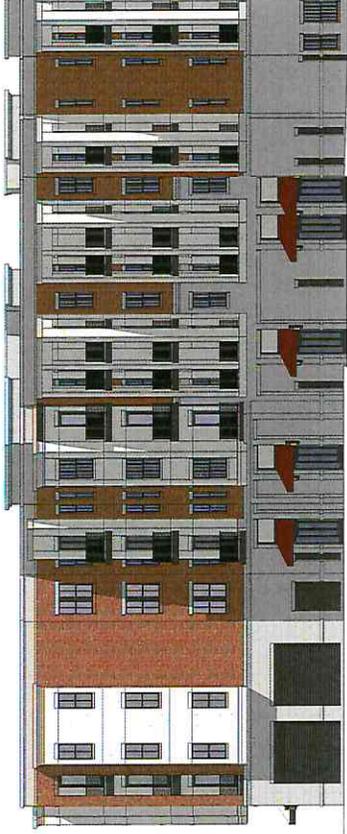
THE BOULEVARD AT CENTRAL STATION
 TINLEY PARK, ILLINOIS
 SOUTH STREET, LLC.



A301A
 PHASE 1 ELEVATIONS
 174TH, COURTYARD



PHASE 1 ELEVATION
174TH STREET



PHASE 1 ELEVATION
COURTYARD



PHASE 1 ELEVATION
COURTYARD



August 24, 2018

THE BOULEVARD AT CENTRAL STATION

TINLEY PARK, ILLINOIS
SOUTH STREET, LLC.



A301A-R
PHASE 1 ELEVATIONS
174TH, COURTYARD



PHASE 2 ELEVATION
SOUTH STREET



August 24, 2018

THE BOULEVARD AT CENTRAL STATION
 TINLEY PARK, ILLINOIS
 SOUTH STREET, LLC.



A302-R

PHASE 2 ELEVATIONS
SOUTH



PHASE 2 ELEVATION
EAST



PHASE 2 ELEVATION
SOUTH

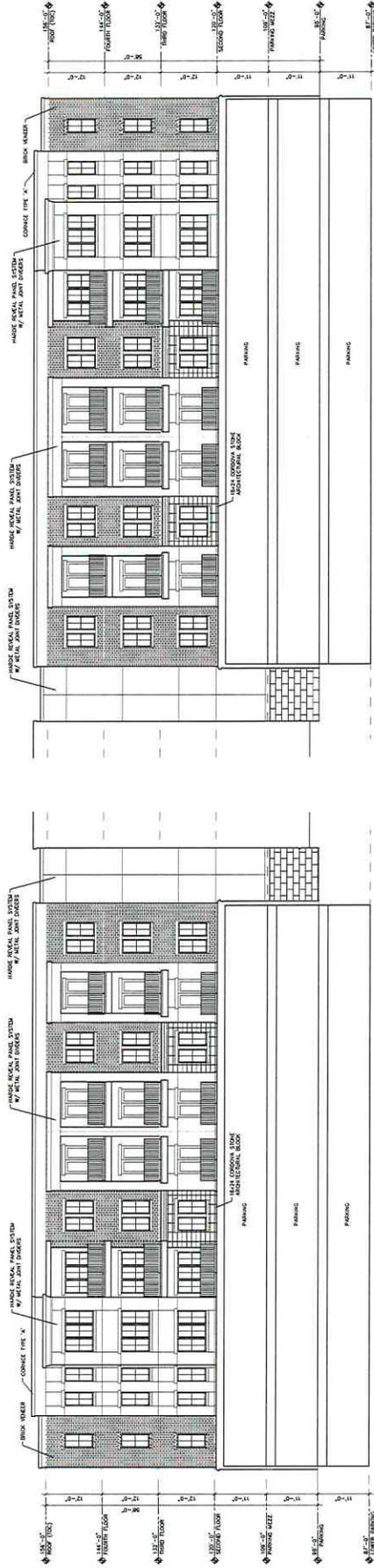


August 24, 2018

THE BOULEVARD AT CENTRAL STATION
 TINLEY PARK, ILLINOIS
 SOUTH STREET, LLC.



A302A-R
 PHASE 2 ELEVATIONS
 SOUTH, EAST



PHASE 2 ELEVATION
EAST FACING POOL



PHASE 2 ELEVATION
WEST FACING POOL

PHASE 2 ELEVATION
COURTYARD/GARAGE ENTRY



THE BOULEVARD AT CENTRAL STATION
TINLEY PARK, ILLINOIS
SOUTH STREET, LLC.



A302B
PHASE 2 ELEVATIONS
POOL, COURTYARD

JULY 17, 2018



PHASE 2 ELEVATION
EAST FACING POOL



PHASE 2 ELEVATION
WEST FACING POOL



PHASE 2 ELEVATION
COURTYARD/GARAGE ENTRY



JULY 17, 2018

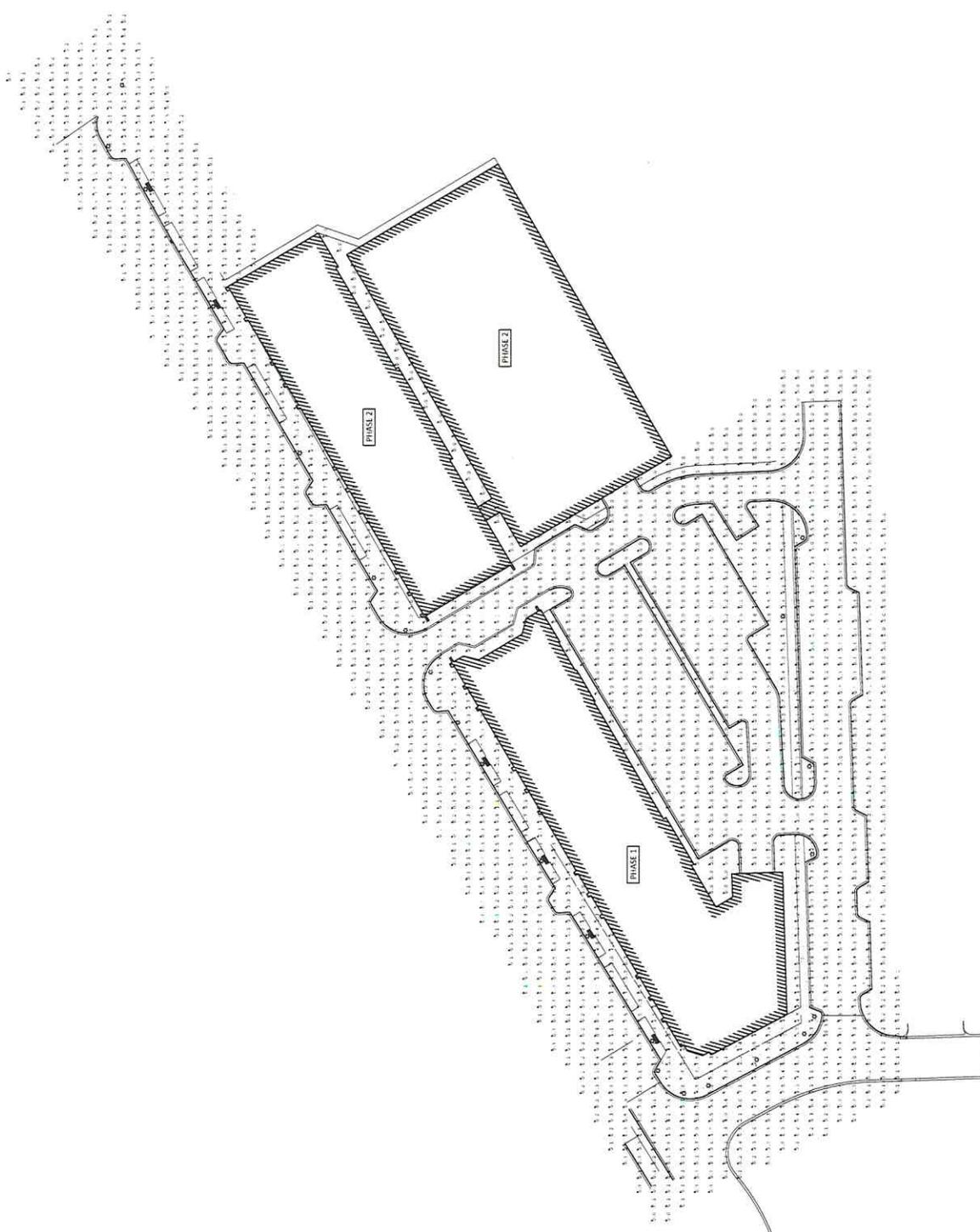
THE BOULEVARD AT CENTRAL STATION
TINLEY PARK, ILLINOIS
SOUTH STREET, LLC.



A302B-R
PHASE 2 ELEVATIONS
POOL, COURTYARD

EXHIBIT 4

EXHIBIT 5



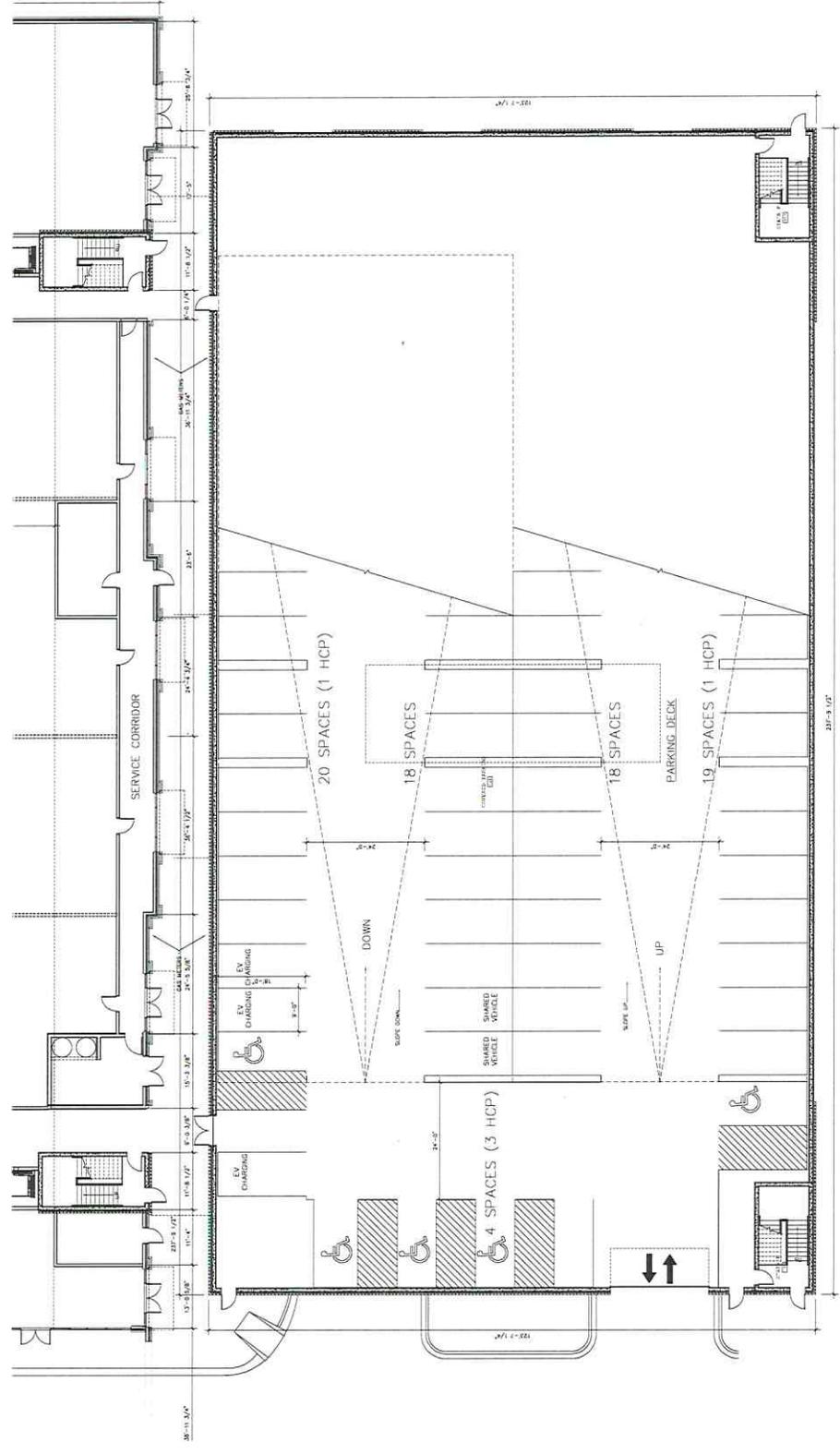
JULY 17, 2018

THE BOULEVARD AT CENTRAL STATION
 TINLEY PARK, ILLINOIS
 SOUTH STREET, LLC.



LT100
 SITE LIGHTING CALC.

EXHIBIT 6



FIRST FLOOR PHASE 2
(PARTIAL)

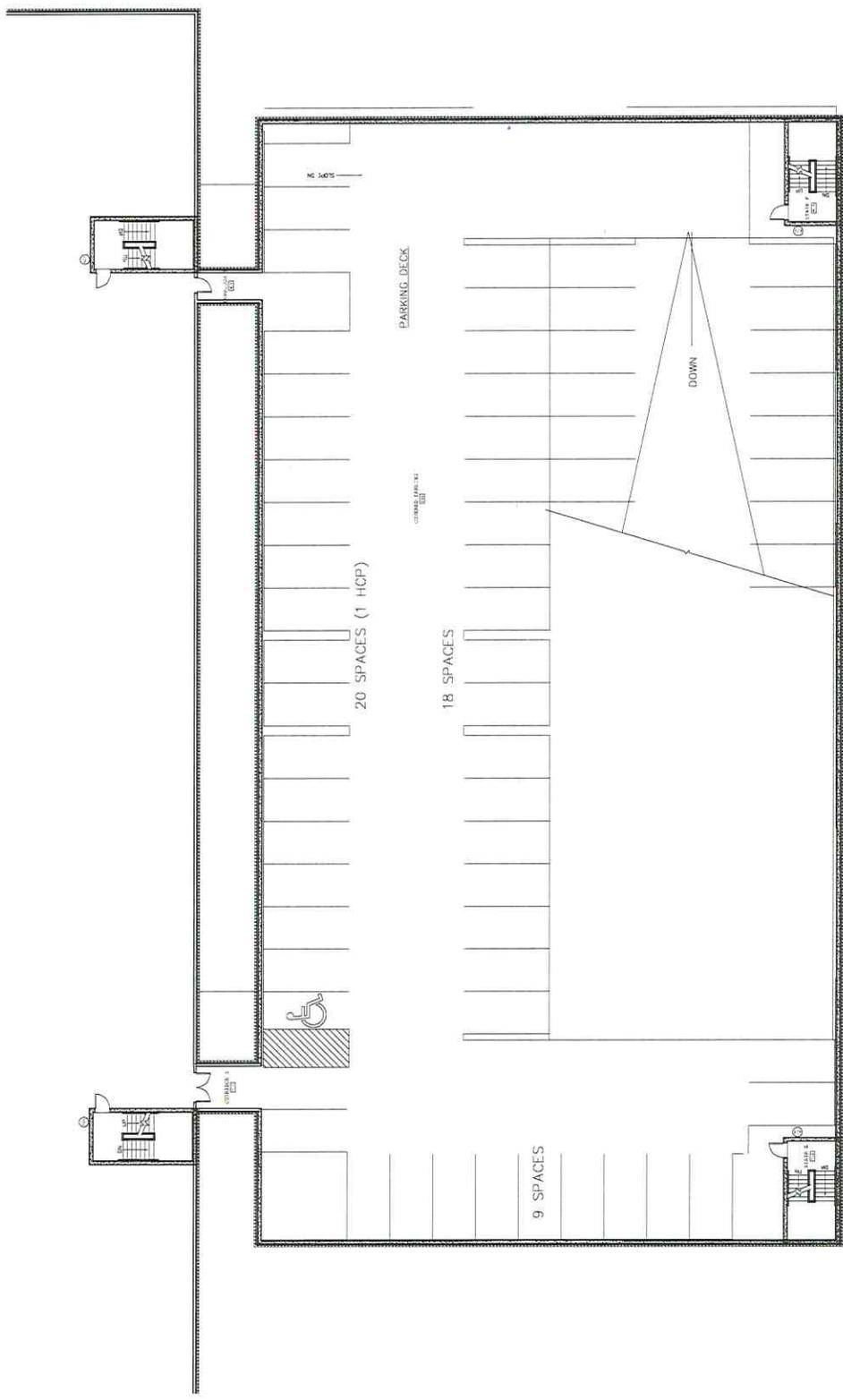
A101C
PHASE 2 FIRST FLOOR
PARKING PLAN



THE BOULEVARD AT CENTRAL STATION
TINLEY PARK, ILLINOIS
SOUTH STREET, LLC.



AUGUST 24, 2018



AUGUST 24, 2018

UPPER PARKING PHASE 2

THE BOULEVARD AT CENTRAL STATION

TINLEY PARK, ILLINOIS
SOUTH STREET, LLC.



A101E
PHASE 2 UPPER FLOOR
PARKING PLAN

EXHIBIT 7

UNIFIED SIGN PLAN
PROPOSED COMMERCIAL RETAIL DEVELOPMENT
THE BOULEVARD AT CENTRAL STATION
TINLEY PARK, ILLINOIS

I. GENERAL

- 1.1 This document shall govern the design, construction and installation of all signs to be installed by Tenants at any time in conjunction with the provisions of each Tenant's Lease. All signage must conform to the criteria set forth in this document, which shall govern all signs within this commercial development. All final and controlling determinations concerning any questions of interpretation of this document shall, except as otherwise expressly provided in this document, be made by Landlord, and, except as otherwise expressly provided in this document, "Landlord" shall refer to the owner of the property upon which a particular sign is to be located. All signage must be pre-approved by Landlord prior to any application or submittal to the municipality.
- 1.2 It is intended that the signs shall be designed and executed in a manner to result in an attractive and coordinated total effect. Lettering shall be well proportioned and its design, spacing and legibility shall be a major criterion for approval.
- 1.3 Tenant shall supply and install a uniform identification sign on each Tenant's service door at Tenant's expense. Tenants shall not post any additional signs in the service area.
- 1.4 The content of Tenant identification signs shall include the store name. Logos and symbols shall be permitted as hereinafter described.
- 1.5 Sign panel must adhere to Signage Note and Tenant Signage Note requirements in Exhibit A. Sign height shall be ten feet and zero inches wide by three feet and six inches high. Tenant signs may include of a maximum of two lines of lettering. Sign Height shall be the total height of two lines of lettering combined (dimension top of line one letters to bottom of line two letters).
- 1.6 All lettering shall be upper case or lower case letters or combinations thereof.
- 1.7 Moving, rotating, flashing, action, electronic message, noise-making or odor-producing signs shall not be allowed on any fascia or in any window.
- 1.8 The names, stamps or decals of manufacturers or installers shall not be visible except for technical data (if any) required by governing authorities.
- 1.9 All Retail Tenants will be required to apply for individual sign permits that meet the requirements of the Village of Tinley Park ordinance requirements regarding size and materials. No sign shall be erected unless a proper permit has been secured through the Municipality and a copy of said permit has been furnished to Landlord.
- 1.10 Tenant shall provide Landlord with detailed shop drawings specifying location, sign construction, material composition, electrical specifications, and method of attachment to fascia, entire color scheme, and UL verification. A minimum of three (3) sets of prints must be submitted. No sign will be erected by any Tenant except in accordance with approved drawings returned by Landlord.
- 1.11 No sign shall be erected onto the building fascia without 48-hour minimum notification to

Landlord.

- 1.12 Temporary Signs - A temporary sign permit must be obtained for all temporary signs in accordance with Village Ordinance.
- 1.13 Address numbers must comply with Landlord covenants and Village of Tinley Park ordinance requirements. Numbers may not be illuminated or larger than 6" in height nor less than 3" in height.
- 1.14 The allowable area of a sign shall be determined by the surface area of individual letters or graphics (exclusive of airspace voids in and between the individual letters).
- 1.15 It is recognized that, upon occasion, it may be necessary for changes to be made in terms of specific modifications to a Tenant's sign. Therefore, if a Tenant desires special consideration, formal presentation must be made to Landlord and the Municipality for approval for any variation to this sign criteria. A waiver may be granted if the submittal is suitable to both Landlord and the Municipality.
- 1.16 Tenant shall be responsible for all aspects of constructing, mounting and installing of any signage, and will install in a manner that will not damage the masonry or structure. Tenant shall seal all thru-wall penetrations.

II. CRITERIA FOR BUILDING WALL SIGNS

- 2.0 Section I is a part of this section.
- 2.1 All exterior storefront signage will be reverse channel letters illuminated by LED, and in colors to be approved in advance by Landlord. Tenant shall have the choice of halo illuminating lighting (from behind) the solid reverse channel letters or via wall mounted fixtures (i.e. "gooseneck" style) face illuminated lighting. Specifics in terms of sign construction are described in Exhibit A hereof.
- 2.2 Material composition to be aluminum, .040" thickness or greater returns with sealed .080" or greater backs. All seams shall be caulked from inside letter to prevent water seepage and light leakage. Illumination shall be 13mm to 15mm neon with 30MA, 60MA transformers, or LED equivalent. Transformers may be self-contained or mounted remotely in UL approved boxes. For letters possessing remote transformers, a P.K. type electrode housing (or approved equal) must be utilized with all interconnecting and final electrical connections in strict accordance with UL and N.E.C.A. standards. Letter faces shall be a minimum thickness of .125" and be held in place by a 1" plastic/metallic trim cap and screwed to letter return as required by either stainless or galvanized fasteners. Weep holes must be placed in each letter as required. Installation to masonry shall use metal raceways, to limit damage to facade, painted to match masonry color. Installation to non-masonry shall be flush mount by means of either stainless or galvanized fasteners directly to backing with spacers to provide water drainage between signage and wall. A qualified, registered, and licensed electrician shall make all final connections. Signs must be operated by an Intermatic type IOI or I 03 (or similar) time clock furnished by sign contractor to operate between the hours of 4:00 p.m. and midnight (or match hours of operation of Tenant).
- 2.3 The maximum sign face area regulations for wall signs in Tinley Park are based on individual store street frontage widths. The store widths at The Boulevard at Central Station vary between 35' – 48', which results in 35-48 square feet of maximum signage. Glazing percentage at commercial ground level (used eleven (11) feet above finished floor to calculate) as follows:

Phase I: Max. Total Area South Street	3,952 sq. ft. of total wall area 3,084 sq. ft. of glazing area = 78%
--	--

67 th Street	914 sq. ft. of total wall area 688 sq. ft. of glazing area = 75%
174 th Street	1,191 sq. ft. of total wall area 504 sq. ft. of glazing area = 42%
Phase 2: Max. Total Area South Street	3,313 sq. ft. of total wall area 2,448 sq. ft. of glazing area = 74%
Total Project Glazing	9,320 sq. ft. of total wall area 6,724 sq. ft. of glazing area

- (a) Secondary wall sign area may not exceed primary wall sign area.
- (b) Wall signs must face a street and/or parking area.

- 2.4 Signage that is directional or wayfinding in nature shall be excluded from area calculations.
- 2.5 Multiple tenant sign letters should be aligned on a common centerline, located and established by Landlord for each building.
- 2.6 Letters shall be of minimum practical depth. Maximum depth of letter sides and returns shall be 12" or otherwise comply with Village ordinance and Landlord covenants.

III. SECTION NOT USED

IV. CRITERIA FOR STOREFRONT WINDOW/DOOR SIGNS

- 4.1 Section I is a part of this section.
- 4.2 Tenant may install not more than a total of two identification signs on the doors, windows or sidewall returns of the storefront. Signs shall be non-illuminated and shall not exceed 2" in height and letters shall be either painted or cut from self-adhering vinyl fabric or 1/4" thick wood, metal, or plastic.
- 4.3 Tenants shall be allowed to install professionally prepared signs and appliques in store windows per Municipal sign ordinance.

V. APPROVAL OF LOCAL GOVERNMENT AUTHORITY

- 5.1 Section I is a part of this section.
- 5.2 Tenant shall be responsible for complying with the regulations and ordinances governing the installation and maintenance of signs of the Municipality. Application for necessary permits and the payment of fees shall be directed to the appropriate Department. The original copy of the sign permit must be available on-site prior to start of installation.

VI. FREESTANDING SIGNS

- 6.1 Section I is a part of this section.
- 6.2 Tenant Sign is to be constructed per attached Exhibit "A".
- 6.3 Monument Signs shall be constructed of similar materials, finishes, and colors of its respective

lot and building. Monument Signs shall not be illuminated themselves. Lighting shall be limited to building façade lighting designed to illuminate the sign.

6.4 Monument Sign Electronic Reader Boards, if allowed and approved by the Village, must conform with the following requirements:

- (a) Electronic message centers shall be located on a monument sign as defined herein, and shall not be constructed upon or mounted to any other type of building or structure.
- (b) Monument signs containing electronic message centers shall conform to all other regulations applicable to monument signs as regulated by the zoning district of the subject property.
- (c) The electronic message center portion of a monument sign shall comprise no more than 20% of the total single elevation area of the monument sign.
- (d) Electronic message centers shall not display any type of animation, flashing text or symbols, and other attention getting display styles.
- (e) The illumination from an electronic message center shall not encroach onto or create a visual nuisance to residential properties.
- (f) Properties with monument signs containing electronic message centers shall not be permitted to have any other type of temporary signage, including but not limited to "For Sale", "For Rent", or "For Lease" signs.

VII. TEMPORARY SIGN

7.1 Section I is a part of this section.

7.2 Temporary signs shall be used for the purpose of special promotions, grand openings, "coming soon" announcements, special sales events, etc.

7.3 A temporary sign permit must be obtained for all temporary signs in accordance with Municipal Ordinance.

EXHIBIT "A"

EXHIBIT 8

Data as provided by Developer for original Exhibit 8

ITEM NO. ITEM QUANTITY UNIT UNIT PRICE TOTAL AMOUNT (2012) TOTAL AMOUNT ADJUSTED ()

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT (2012)	TOTAL AMOUNT ADJUSTED ()
A	South Street, 67th Court, 174th (West)					15.40%
1	FINE GRADING	5,067	SY	\$ 1.25	\$ 6,333.75	7,309.15
2	1.5" BIT SURFACE (SUPERPAVE)	6,130	SY	\$ 7.35	\$ 45,055.50	51,994.05
3	3" BIT BASE (SUPER PAVE)	6,130	SY	\$ 15.25	\$ 93,482.50	107,878.81
4	9" GRANULAR BASE COURSE	900	SY	\$ 7.50	\$ 6,750.00	7,789.50
5	B-6.12 CURB & GUTTER	2,992	LF	\$ 11.00	\$ 32,912.00	37,980.45
6	BACKFILL CURB	2,992	LF	\$ 2.25	\$ 6,732.00	7,768.73
7	PPC SIDEWALK	1,553	SY	\$ 50.00	\$ 77,650.00	89,608.10
8	BITUMINOUS PAVEMENT GRINDING	5,250	SY	\$ 4.50	\$ 23,625.00	27,263.25
9	THERMOPLASTIC PAVEMENT LINE	1,100	LF	\$ 2.25	\$ 2,475.00	2,856.15
10	ORNAMENTAL STREET LIGHT	7	EA	\$ 6,250.00	\$ 43,750.00	50,487.50
11	RELOCATE ELECTRIC UTILITIES		LS	\$ 650,000.00	\$ 650,000.00	850,100.00
12	REMOVAL & DISPOSAL OF EXISTING CONCRETE	584	SY	\$ 3.50	\$ 2,044.00	2,358.78
13	LANDSCAPING		LS	\$ 150,000.00	\$ 150,000.00	173,100.00
14	STREET SIGNS	6	EA	\$ 325.00	\$ 1,950.00	2,250.30
15	12" WATER MAIN	1,420	LF	\$ 90.00	\$ 127,800.00	188,481.20
16	TRENCH BACKFILL FOR WATER MAIN	1,420	LF	\$ 16.60	\$ 23,572.00	27,202.09
17	VALVE VAULT	3	EA	\$ 2,000.00	\$ 6,000.00	6,924.00
18	FIRE HYDRANT W/AUX VALVE	7	EA	\$ 2,200.00	\$ 15,400.00	17,771.60
19	PRESSURE CONNECTION	3	EA	\$ 5,000.00	\$ 15,000.00	17,310.00
20	WATER MAIN TESTING FOR ACCEPTANCE	1	EA	\$ 1,500.00	\$ 1,500.00	1,731.00
21	12" RCP Storm Sewer	435	LF	\$ 25.00	\$ 10,875.00	12,549.75
22	18" RCP STORM SEWER	250	EA	\$ 29.00	\$ 7,250.00	8,366.50
23	30" RCP STORM SEWER	500	LF	\$ 50.00	\$ 25,000.00	28,850.00
24	24" CATCH BASIN	11	EA	\$ 610.00	\$ 6,710.00	7,743.34
25	48" CATCH BASIN	10	EA	\$ 1,350.00	\$ 13,500.00	15,579.00
26	48" MANHOLE	1	EA	\$ 1,350.00	\$ 1,350.00	1,557.90
27	96" MANHOLE	1	EA	\$ 5,000.00	\$ 5,000.00	5,770.00
28	TRENCH BACKFILL FOR STORM SEWER CONNECTION TO EXISTING STORM	750	LF	\$ 16.60	\$ 12,450.00	14,367.30
29	SITE DEMOLITION & PREPARATION	1	EA	\$ 10,000.00	\$ 10,000.00	11,540.00
30	ENGINEERING	LS	LS	\$ 75,000.00	\$ 75,000.00	86,550.00
			LS	\$ 44,617.98	\$ 44,617.98	51,489.15

Data as provided by Developer for original Exhibit 8

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT (2012)	TOTAL AMOUNT ADJUSTED ()
NEW	RELOCATE SANITARY SEWER AT INTERSECTION		L SUM			250,000.00
NEW	INSTALL 3-INCH UNIT DUCT FOR FIBER CABLE	1,500	LIN FT	\$ 20.00		30,000.00
NEW	EXTEND ROADWAY TO OAK PARK AVE	500	LF	\$ 500.00		250,000.00
NEW	ENGINEERING REVIEW AND QUALITY ASSURANCE		L SUM	\$ 76,945.00		76,945.00
					\$ 1,543,784.73	\$ 2,029,472.58

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	
B	ALLEYWAY (INGRESS/EGRESS ACCESS)					
1	TOPSOIL STRIPPING (1' DEEP)	370	CY	\$ 20.00	\$ 7,400.00 PRIVATE	
2	FINE GRADING	1,110	SY	\$ 1.25	\$ 1,387.50 Public	
3	3.5" PERMEABLE BRICK PAVERS	650	SY	\$ 100.00	\$ 65,000.00 Public	
4	10" GRANULAR BASE COURSE	650	SY	\$ 8.30	\$ 5,395.00 Public	
5	B-6.12 CURB & GUTTER	500	LF	\$ 11.00	\$ 5,500.00 Public	
6	BACKFILL CURB	500	LF	\$ 2.25	\$ 1,125.00 Public	
7	PPC SIDEWALK	275	SY	\$ 50.00	\$ 13,750.00 Public	
8	ORNAMENTAL STREET LIGHT	2	EA	\$ 6,250.00	\$ 12,500.00 Public	
9	THERMOPLASTIC PAVEMENT LINE	50	LF	\$ 2.25	\$ 112.50 Public	
10	STREET SIGNS	3	EA	\$ 325.00	\$ 975.00 Public	
11	12" RCP STORM SEWER	325	LF	\$ 20.00	\$ 6,500.00 Public	
12	48" CATCH BASIN	1	EA	\$ 1,350.00	\$ 1,350.00 Public	
13	TRENCH BACKFILL	325	LF	\$ 16.60	\$ 5,395.00 Public	
14	BOLLARDS	9	EA	\$ 4,000.00	\$ 36,000.00 Public	
15	SITE DEMOLITION & PREPARATION	NA	LS	\$ 25,000.00	\$ 25,000.00 Public	
16	ENGINEERING	NA	LS	\$ 11,367.30	\$ 11,367.30 Public	
					\$ 198,757.30	\$ 229,365.92

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
C	PARKING LOT				

Data as provided by Developer for original Exhibit 8

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT (2012)	TOTAL AMOUNT ADJUSTED ()
1	TOPSOIL STRIPPING (1' DEEP)	146	CY	\$ 20.00	\$ 2,920.00	3,369.68
2	FINE GRADING	3,156	SY	\$ 1.25	\$ 3,945.00	4,552.53
3	3.5" PERMEABLE BRICK PAVERS	3,156	SY	\$ 100.00	\$ 315,600.00	364,202.40
4	STONE UNDER PERVIOUS PAVEMENT	4,200	CY	\$ 30.00	\$ 126,000.00	145,404.00
5	NON-WOVEN FABRIC	6,700	SY	\$ 2.00	\$ 13,400.00	15,463.60
6	B-6.12 CURB & GUTTER	1,265	LF	\$ 11.00	\$ 13,915.00	16,057.91
7	BACKFILL CURB	1,265	LF	\$ 2.25	\$ 2,846.25	3,284.57
8	PPC SIDEWALK	122	SY	\$ 50.00	\$ 6,100.00	7,039.40
9	ORNAMENTAL STREET LIGHT	3	EA	\$ 6,250.00	\$ 18,750.00	21,637.50
10	THERMOPLASTIC PAVEMENT LINE	1,700	LF	\$ 2.25	\$ 3,825.00	4,414.05
11	12" RCP STORM SEWER	424	LF	\$ 20.00	\$ 8,480.00	9,785.92
12	24" CATCH BASIN	7	EA	\$ 610.00	\$ 4,270.00	4,927.58
13	48" CATCH BASIN	3	EA	\$ 1,350.00	\$ 4,050.00	4,673.70
14	TRENCH BACKFILL	424	LF	\$ 16.60	\$ 7,038.40	8,122.31
15	BOLLARDS	18	EA	\$ 4,000.00	\$ 72,000.00	83,088.00
16	RETAINING WALL	125	SF	\$ 45.00	\$ 5,625.00	6,491.25
17	BERM	175	CY	\$ 3.00	\$ 525.00	605.85
18	CLAY EXCAVATION GRADING	3,870	CY	\$ 23.00	\$ 89,010.00	102,717.54
19	SITE DEMOLITION & PREPARATION	NA	LS	\$ 20,000.00	\$ 20,000.00	23,080.00
20	ENGINEERING	NA	LS	\$ 48,710.18	\$ 48,710.18	56,211.55
					\$ 767,009.83	\$ 885,129.34

GRAND TOTALS

\$ 3,143,967.85
Contingency at 15%
471,595.18
Total
3,615,563.02

EXHIBIT 9

EXHIBIT 9

**LEGAL DESCRIPTION OF PROPERTY
TO BE CONVEYED BY THE VILLAGE**

LOT 10 IN BLOCK 9 IN THE VILLAGE OF TINLEY PARK (FORMERLY BREMEN) A SUBDMSION IN THE SOUTHEAST 1/ 4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOTS 11 AND 12 IN BLOCK 9 IN THE VILLAGE OF TINLEY PARK (FORMERLY BREMEN), A SUBDMSION OF SECTIONS 30 AND 31, TOWNSHIP 36 NORTH. RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT 10

The Boulevard at Central Station Residential Tenant Rules & Regulations

Every tenant has the responsibility to maintain The Boulevard at Central Station as a safe, clean and physically attractive place to live. It is expected that all tenants will abide by the applicable rules, ordinances, and laws that govern The Boulevard at Central Station, the Village of Tinley Park, the State of Illinois, and the United States of America. Tenants must assume the responsibility for the actions of their guests, minors, pets, employees and/or other occupants. It is therefore understood and expected that all physical properties whether privately owned or owned by The Boulevard is to be respected, protected and safeguarded.

The Rules and Regulations are as follows:

I. Maintenance of Apartments

1. The Boulevard at Central Station is not responsible or liable for any damages or losses to apartments' contents due to fire, flood, theft or other unforeseen causes, such as, mold, bacteria, etc.
2. Tenants are therefore responsible for all expenses incurred as a result of fire, flood, other ruinous events caused by tenant's negligence.
3. Tenants must allow access to the apartment for the purposes of maintaining health, welfare and safety of the building population. Therefore, a key must be maintained by management for access in the event of emergencies. (See Section XVII(2) for Emergency Access details.)
4. Liquid or semi-liquid furniture (e.g. waterbeds, hot tubs, aquariums, etc.) may not be used in any apartment
5. While extermination of pests within individual apartments becomes the tenant's responsibility, under no circumstances can poisons, baits, pellets, sprays, fumigation, etc., be used without prior written consent of management. (Please call the manager with concerns about pests.) If management finds the pest problem to be present in a significant number of apartments (>50%) and/or the common areas, that would be sufficient cause for a systematic and building-wide extermination program. It is important to note that poisons pose a significant health and safety risk to humans (adults and infants) and domestic animals. For this reason, the utmost care and precaution is to be exercised whether applied by a professional or using pesticides purchased over-the-counter.
6. Tenants are not allowed to use noxious chemicals or materials without prior notification to the management and to other residents within their tier of the building due to ventilation.
7. Tenants with balconies are not allowed to hang, post or attach items to the exterior of their balconies. This includes equipment, flower pots and other materials that could fall onto the driveway, parking lot or pedestrians. Tenants are required to hang, post or attach items to the interior of their balcony.

II. Use of Occupancy Restrictions

1. Sale of furniture, personal belongings, rummage or the like in the apartment or, in common areas, or on premises by auction or private sale to which the public is invited is prohibited.

III. Laundry Facilities

1. All apartments are equipped with washer and dryer units.
2. Tenants shall operate and maintain all washer and dryer units in accordance with manufacturer instructions
3. Absolutely no dye products shall be used in any washing machine.

IV. Maintenance of Storage Lockers

1. There is one storage locker assigned to each apartment.
2. The Boulevard is not responsible for locker contents damaged by flood, fire, or loss due to theft.
3. Storage of flammable, volatile or hazardous materials is prohibited.
4. Storage lockers may not be leased separate from apartment to any other tenant of The Boulevard, nor to any outside party. Storage locker may not be used for storage or any other purpose by any outside party.
5. Tenants must store all materials inside own storage locker. Storage of any property in the common storage area is prohibited. Property may not be temporarily stored in the hallway of the storage room. Property stored in common areas will be removed at the management's discretion within two weeks. A notice will be posted on the building's bulletin

board in the lobby prior to removal. Management is not required to conduct an investigation regarding ownership of property.

V. Smoking

1. **Smoking is strictly prohibited in all apartments and public areas.**
2. **Smoking shall only be permitted in designated areas and in accordance with all State and Village laws and ordinances.**

VI. Refuse Disposal

1. The chute may be used only for securely wrapped, (in a strong, commercial trash bag) soft garbage. No loose garbage, kitty litter or boxes may be disposed of using the chute. No large items shall be placed in garbage chutes so as to cause a blockage.
2. Items for recycling must be washed thoroughly (to prevent pests and odor) and placed in the appropriate containers in the garage.
3. Large cardboard containers and boxes should be broken down into manageable sizes and placed in the recycling receptacles to facilitate removal by the recycling waste haulers. Failure to comply with this may result in the waste management company's refusal to pick-up garbage. In the event that this occurs, the responsible tenant will incur all costs.

VII. Elevator

1. Tenants, who wish to occupy the elevator for moving large, heavy items will need to notify management 5 days before use of the elevator to install wall and floor padding. **Failure to notify the management will result in a \$25.00 fine.**
2. Any damage incurred while moving any items will be repaired at the tenant's expense.

VIII. Parking Lot

1. Parking is allowed in designated, numbered space only.
2. Double parking or parking outside of your assigned space is prohibited. **Violators will be ticketed and towed at owner's expense.**
3. It is the responsibility of all tenants to move their vehicle when notified. Management will arrange for temporary parking when necessary. If a tenant fails to move their vehicle after several notifications, the vehicle may be towed.
4. During winter months, be prepared to move vehicle(s) to allow the snow removal crew to clear parking lot in outdoor area.
5. Parking spaces are intended for working vehicles (i.e., cars, motorcycles). Any other use must be approved by management.
6. All tenants and those renting spaces, should display a towing/parking sticker. Cars should display sticker in the rear window on the lower left hand side. Stickers can be obtained from management.

IX. Towing

1. The towing service is available to all tenants and any tenant may call the towing service at any time. The intent of this service is to provide tenants with a safe and secure parking environment.
2. If a tenant fails to move their vehicle after several notifications, the vehicle may be towed. Tenant is responsible for any incurred charges resulting from the vehicle being towed.
3. If a tenant has an unknown vehicle in their parking space, the tenant should call the towing service.
4. If a tenant notices an unfamiliar vehicle in another parking space, that individual is asked to contact the appropriate tenant for verification.
5. If a tenant notices an unfamiliar car in the parking lot, that individual is asked to contact management to confirm that the vehicle does not belong to a service provider.
6. **Violation of this will be handled by management.**

X. Pets

1. The only pets permitted for tenants are one dog (under ____ lbs.), one cat, or a bird. Absolutely no other pets or animals are permitted except as permitted by law for handicapped tenants, or tenants with ____ dogs.
2. Tenants keeping pets have the responsibility to prevent odors and excessive, continuous noise from pets.
3. Tenant(s) must abide by Tinley Park ordinance and pick up all solid waste produced by pet when walking pet on premises. Solid waste must be disposed of in a suitable container not located on the property or wrapped securely in a sealed refuse bag and then placed in the dumpster.

XI. Noise

1. "Quietness" is a reasonable expectation of tenants and their guests.
2. Reasonable noise levels include radio and television volume, hallway conversation, parties/guests, pets, children, etc. and should be observed. Discretion is deserved and expected.
3. Hours for the building are as follows: Monday through Thursday and Sunday – 9:00 PM to 8:00 AM; Friday and Saturday – Midnight to 9:00 AM.

XII. Holiday and General Decorations

1. Common areas will be decorated by the management only or those approved by the management. All purchased building decorations must be approved in advance.
2. Plants (trees, wreaths, garlands, etc.) must be securely wrapped in plastic bags when carrying into or out of the building. Tenant(s) is/are responsible for thorough cleaning of all common areas littered by any decoration.
3. Tenants must investigate Village pick-up dates for holiday décor and place items to be picked up in the area designated by the Village. Wreaths and garland should be disposed of in the building's common dumpsters.
4. Disposal of trees in the common dumpsters is prohibited.

XIII. Move-in & Move-out Policy

It is the policy to recognize the expense associated with tenant transfers and moves. Unintended damages to the building's common areas, i.e. lobby doors, elevator, hallways, and wiring systems are a frequent occurrence. Unfortunately, these damages cause inconveniences and create an eyesore for the entire building population. Therefore, the cost of repairs must be borne by the moving parties. A move-in/move-out packet will be provided to the tenant. Tenant must follow-up move-in/move-out procedures as outlined in the packet.

1. In advance of at least ten (10) business days, management must be notified in writing so that it may prepare for the move.
2. Five (5) days prior to the move, a twenty-five dollar (\$25.00) non-refundable maintenance fee is required. The payment and deposit are required prior to vacating the premises.
3. The common areas will be inspected during and after the move and its condition noted. The security deposit of each tenant shall be withheld for any damage to the elevators or common areas caused by a move out.
4. If there are no damages observed, the deposit will be returned to the appropriate tenant within five (5) business days.
5. In the event of damages, the deposit will be applied to cover the costs of repair. For damages under three hundred and fifty dollars (\$350.00), the remaining amount will be returned to the tenant. If the damages are severe and exceeding the deposit amount, management will require the difference from the particular tenant.
6. Use of the building's side door is mandatory when move takes place.
7. Moving companies must park on the street to load and may not park in the driveway.
8. A notice will be posted at least five (5) days in advance in the lobby thereby allowing residents to appropriately plan their car use and personal activities.
9. **Failure to comply with the above rules will result in a minimum fine of \$50.00 that will be withdrawn from the security deposit.**

XIV. Deliveries

1. Delivery of large items (i.e. appliances, furniture, building materials, etc.) requires written notification be given to the management five (5) days prior to delivery. This will require wall and floor padding to be installed in the elevator to protect against damages. **Any cost associated with damages to the elevator or building will be incurred by the tenant.**

XV. Use of Common Areas and Damaged Common and Limited Common Areas

1. Access must be provided to all tenants.
2. Tenants must report all damage and/or malfunctions to a management member.
3. Damage to common and limited common areas caused by a tenant will be their financial responsibility for repairs and replacement.

XVI. General Operations

1. Role of Management
 - Management will make certain, to the best of its ability that the building is operated in a business-like manner for the common good of tenants.

2. Grievance Procedures, Warnings, and Fines
 - The first course of action should be to discuss the problem with the tenant(s) with whom there is a problem. If this is unsuccessful or not unreasonable, a grievance may be filed.
 - Grievances must be filed in writing with management using appropriate form and in a timely manner. (See attached, Appendix A for Grievance Form).
 - Management decisions regarding grievances are final and binding.
 - Any individual(s) against whom a grievance has been issued will be given notice of grievance.
 - Individual(s) will be given 14 calendar days after signed receipt of notice to change grievance. Response must be submitted in writing to the manager.
3. Warning and Fines
 - Management will take the following actions against any individual or group found in violation of The Boulevard's Rules: A formal, written warning stating the nature of the infraction will be issued. A minimum fine will be issued for the second infraction. Subsequent infractions will result in an increased fine.
 - The Fine will be added to the tenant(s)' monthly assessment. The fine will compound at a rate of \$10.00 monthly until paid.

XVII. Rules of Safety

1. Fire

- Should a fire **occur in your apartment**:
 - Leave apartment closing the door behind you, but do not lock.
 - Immediately call the Tinley Park Emergency Number (911). Provide street address, floor, and apartment number to emergency personnel.
 - Alert other tenants. Contact a member of the management's office immediately.
 - Use stairwells only to exit the building. **DO NOT USE ELEVATOR.**
- Should you see fire or smoke **near your apartment**:
 - **ASSUME THAT NO ONE ELSE HAS CALLED.**
 - Immediately call the Tinley Park Emergency Number **(911)**.
 - Provide street address, floor, and apartment number to emergency personnel.
 - Contact a member of the management's office immediately.
 - Assess whether to attempt to exit you apartment, or wait for assistance from emergency personnel.

2. Emergency Situations

- Should an emergency situation **occur in your apartment (i.e., gas leak, water break, etc.)**:
 - Leave apartment closing door behind you, but do not lock.
 - Immediately call the Tinley Park Emergency Number (911). Provide street address, floor, and apartment number to emergency personnel.
 - Alert other tenants. Contact a member of the management's office immediately.
 - Use stairwells only to exit the building. **DO NOT USE ELEVATOR.**
- Should you see or smell an emergency situation **near your apartment or in the building (i.e., gas leak, water break, etc.)**:
 - **ASSUME THAT NO ONE HAS CALLED.**
 - Immediately call the Tinley Park Emergency Number (911).
 - Provide street address, floor, and apartment number to emergency personnel.
 - Contact a member of the management's office immediately.
 - Assess whether to attempt to exit you apartment, or wait for assistance from emergency personnel.

3. Emergency Access to Apartments

- Management will have a set of keys for emergency access to all apartments.
- Keys will be kept in the management office.
- Management and authorized staff are the only individuals with emergency access.
- Keys are intended for emergency use only.
- Keys will be used by management or by authorized personnel (i.e., gas company, fire persons, etc.) to gain access to the apartment for the following emergency situations:

- If emergency situation is determined to originate from that apartment or has been affected.
- Tenant is home but unresponsive.
- Keys are not intended for non-emergency purposes. Lockouts from one's apartment or using this set of keys as a second set are not considered emergency situations. However, if a lockout does occur and you are able to reach management, your keys will be provided to you. If a management cannot be reached, tenant will need to contact a locksmith. Any tenant concerned about locking themselves out of their apartment is requested to provide keys to a neighbor or family member for this purpose.
- It is expected that consideration will be used in non-emergency situations in regards to time of day and availability.

XVIII. Suspicious Persons and/or Activity

1. Tenants who witness suspicious persons and/or activity should immediately notify other occupants and, if necessary, call the Tinley Park Emergency Number (911) to report persons and/or activity. It is a resident's responsibility to report suspicious activity.

XIX. Entrances and Exits

1. Use intercom to verify identity of people entering the building. Once "buzzed" into the building via the intercom tenant assumes responsibility for the actions of those granted access.
2. Keep entrances and exits free from debris at all times.
3. Keep additional copies of building entry keys to minimum.
4. Make sure that when entering or leaving the building, the door is locked.
5. Only attended doors may be propped open.
6. If exiting through the garage, close the pedestrian exit as well as the electric garage door.

XX. Hallways, Lobbies, and Stairwells

1. Keep hallways, lobbies, and stairwells free from debris at all times (e.g. shake rugs, mops, and dust cloths outdoors).
2. Storage of any materials in hallways, lobbies, and stairwells is prohibited.

APPENDIX A - GRIEVANCE FORM

Please complete this form and return to Manager. You may want to retain a copy for your records. Thank you.

Date:

Your Name:

Your Apartment
Number:

Your Phone
Number:

Grievance against Apartment Number and Names of All Individuals:

- 1.
- 2.
- 3.

Nature of Grievance:

Dates on which Incident(s)

Occurred: Any Action Taken to

Resolve Issue:

Your Signature: _____

Date: _____

For Management use only:

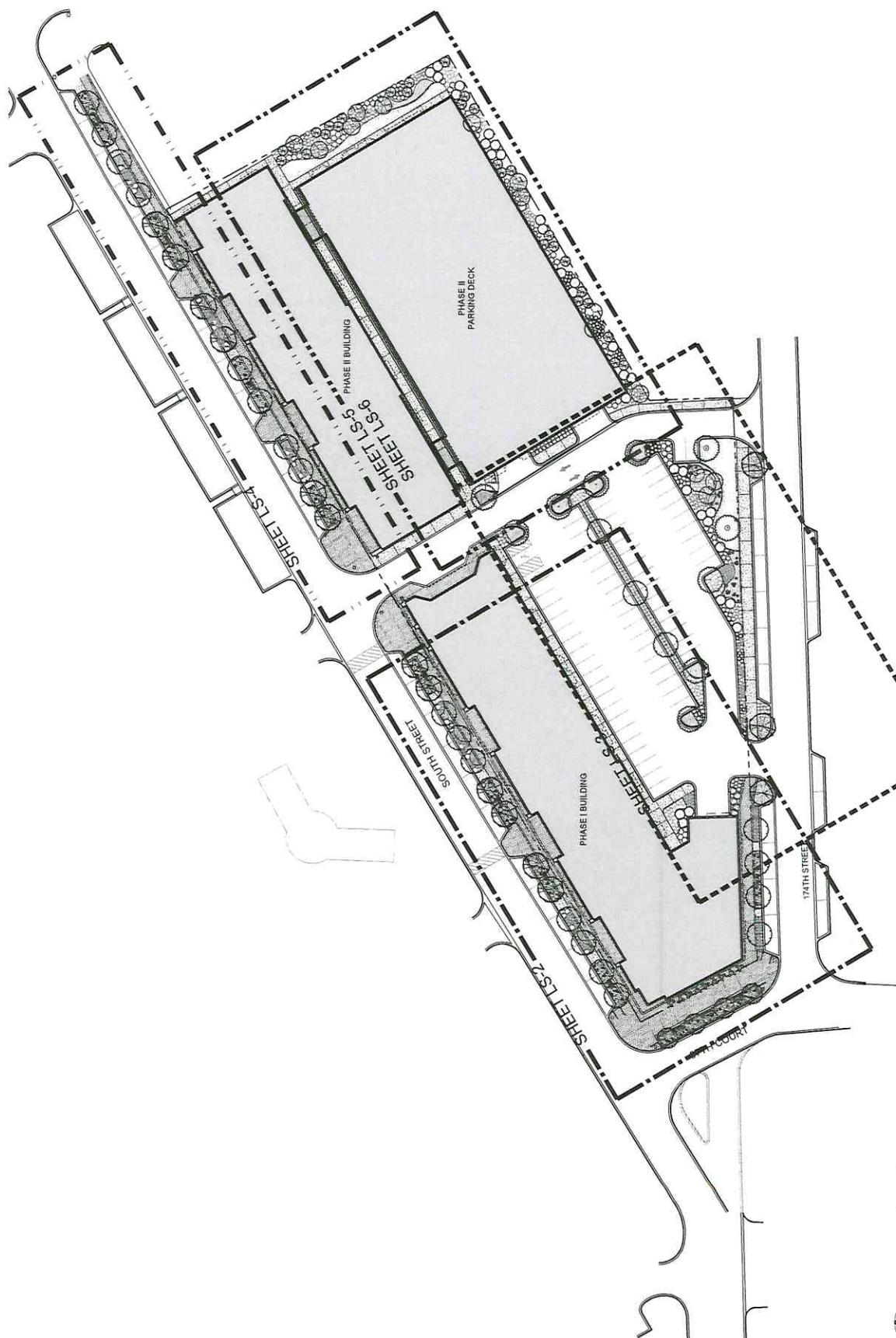
_____	_____
Manager's signature	Date received

Date notice received by individual in violation (Please attach photocopy of signed notice).	

Revised 8/27/2018

EXHIBIT 11

EXHIBIT 12



THE BOULEVARD AT CENTRAL STATION
 TINLEY PARK, ILLINOIS
 SOUTH STREET, LLC.



LS-1
 OVERALL KEY PLAN

EXHIBIT 13



FABRIC CANOPY



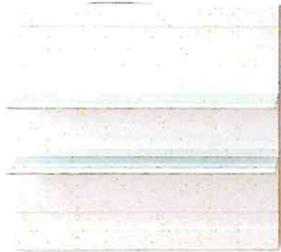
WINDOWS, DOORS, & STOREFRONT & METAL CANOPIES COLOR



SIDING -HARDI PANEL COLOR



FRY REGLET TRIM COLOR



FRY REGLET TRIM FOR SIDING PANELS



SIDING PANEL SYSTEM



ALUMINUM HANDRAIL



BRICK

GROUT

ARCHITECTURAL PRECAST

THE BOULEVARD AT CENTRAL STATION

TINLEY PARK, ILLINOIS

SOUTH STREET, LLC.

July 17, 2018



A910

PRODUCTS SAMPLES

EXHIBIT 14

THE BOULEVARD AT CENTRAL STATION
TINLEY PARK, IL

PRELIMINARY COST SUMMARY - 2018.10.04 - With TIF Breakout + Phase II

DIVISION	COST CODE	COST CODE DESCRIPTION	DD Budget Type III	TIF Related Expenses	Phase II	COMMENTS	
DIVISION 02	SITE CONSTRUCTION	02200 Storm Water Pollution and Prevention	\$ 25,000.00	\$75,000.00	\$10,000.00		
		02220 Excavation and Backfill	\$ 1,000,000.00	\$1,850,000.00	\$250,000.00		
		02230 Site Clearing/Demolition	\$ 125,000.00	\$350,000.00			
		02232 Temp Fencing/Barricade	\$ 36,000.00				
		02270 Removal of Excess Soils	inc. 02220				
		02527 Site Utilities	\$ 175,000.00	\$425,000.00	\$150,000.00		
		02741 Asphalt Paving	\$ 125,000.00	\$325,000.00	\$170,000.00		
		02751 Concrete Pavement	\$ 305,000.00	\$410,000.00	\$65,000.00		
		02765 Pavement Markings	\$ 15,000.00	\$35,000.00	\$10,000.00		
		02770 Curbs and Gutters	\$ 65,000.00	\$135,000.00	\$75,000.00		
		02780 Street Scope	\$ 125,000.00	\$410,000.00			
			Pool Deck Pavers			\$96,000.00	
		DIVISION 03	CONCRETE	03800 Site Improvements and Amenities	\$ 61,000.00	\$250,000.00	
03850 Site Signage/Lighting	\$ 115,000.00			\$225,000.00			
02900 Landscaping	\$ 40,000.00			\$350,000.00	\$50,000.00		
DIVISION 02 - SUBTOTAL	\$ 2,212,000.00			\$4,340,000.00	\$876,000.00		
					\$670,000.00		
DIVISION 04	MASONRY	03310 Structural Concrete and Exterior Concrete Slabs	\$ 670,000.00				
		03312 Cast-In-Place Concrete Slabs (Interior)	inc. 03310				
		03361 Colored Stamped Concrete Finishes	inc. 03310				
		03410 Plant-Precast Structural Concrete Panels	\$ 340,000.00		\$1,055,000.00		
		03500 Cementitious Decks and Underlayment	\$ 90,000.00		\$157,000.00		
	DIVISION 03 - SUBTOTAL	\$ 1,100,000.00		\$ 1,882,000.00			
		\$ 540,000.00		\$1,250,000.00			
	DIVISION 04 - SUBTOTAL	\$ 540,000.00		\$ 1,250,000.00			
DIVISION 05	METALS	05120 Structural Steel	\$ 210,000.00		\$250,000.00		
		05310 Metal Canopies	\$ 12,000.00		\$12,000.00		
		05500 Balconies	\$ 225,000.00		\$884,000.00		
		05510 Fabricated Metal Stairs	\$ 110,000.00		\$230,000.00		
		05520 Handrails and Railings	inc. 05510				
			DIVISION 05 - SUBTOTAL	\$ 557,000.00		\$ 866,000.00	
DIVISION 06	WOOD & PLASTICS	06100 Rough Carpentry + Finish Labor	\$ 1,365,000.00		\$2,672,000.00		
		06200 Trim Materials	\$ 110,000.00		\$212,000.00		
		06220 Millwork+ Countertops	\$ 200,000.00		\$406,000.00		
			DIVISION 06 - SUBTOTAL	\$ 1,675,000.00		\$ 3,290,000.00	
DIVISION 07	THERMAL & MOISTURE PROTECTION	07100 Dampproofing & Waterproofing - Fluid Applied	\$ 5,000.00		\$95,000.00		
		07210 Building Insulation	\$ 96,000.00		\$223,000.00		
		07500 Membrane Roofing	\$ 120,000.00		\$320,000.00		
		07722 Roof Hatches	\$ 10,000.00		\$20,000.00		
		07840 Firestopping	\$ 27,000.00		\$54,000.00		
		07900 Joint Sealers	\$ 25,000.00		\$50,000.00		
			DIVISION 07 - SUBTOTAL	\$ 283,000.00		\$ 762,000.00	
DIVISION 08	DOORS & WINDOWS	08110 Doors/Frames/Hardware	\$ 140,000.00		\$210,000.00		
		08200 Wood and Plastic Doors	inc. 08110				
		08332 Overhead Doors			\$0.00		
		08411 Aluminum Framed Storefronts	\$ 260,000.00		\$240,000.00		
		08500 Windows	\$ 110,000.00		\$230,800.00		
			DIVISION 08 - SUBTOTAL	\$ 510,000.00		\$ 680,800.00	
DIVISION 09	FINISHES	09250 Gypsum Board	\$ 600,000.00		\$1,325,000.00		
		09310 Flooring Allowance	\$ 240,000.00		\$495,000.00		
		09900 Paints & Coatings	\$ 173,000.00		\$330,000.00		
		09982 Concrete Floor Sealer	inc. 09510				
			DIVISION 09 - SUBTOTAL	\$ 1,013,000.00		\$ 2,150,000.00	
DIVISION 10	SPECIALTIES	10200 Louvers & Vents	\$ 15,000.00		\$30,000.00		
		10450 Bike Racks	\$ 3,000.00		\$4,000.00		
		10523 Fire Extinguishers and Cabinets	\$ 3,000.00		\$6,000.00		
		10550 Postal Specialties	\$ 3,000.00		\$6,000.00		
		10800 Toilet, Bath and Laundry Specialties	\$ 62,000.00		\$105,000.00		
			DIVISION 10 - SUBTOTAL	\$ 86,000.00		\$ 151,000.00	
				\$ 16,000.00		\$32,000.00	
DIVISION 11	EQUIPMENT	11170 Trash Chute & Compactor	\$ 16,000.00		\$32,000.00		
		11451 Residential Appliance Allowance (\$ 3,100/unit)	\$ 167,400.00		\$321,400.00		
	DIVISION 11 - SUBTOTAL	\$ 183,400.00		\$ 353,400.00			
DIVISION 12	FURNISHINGS	12484 Floor Mats and Frames	inc. 09650				
	DIVISION 12 - SUBTOTAL	\$ -		\$ -			
DIVISION 13	SPECIAL CONSTRUCTION	Swimming Pool					
	DIVISION 13 - SUBTOTAL	\$ -		\$ -			
DIVISION 14	CONVEYING SYSTEMS	14200 Elevators	\$ 220,000.00		\$230,000.00		
	DIVISION 14 - SUBTOTAL	\$ 220,000.00		\$ 230,000.00			
DIVISION 15	MECHANICAL	15200 Fire Protection Sprinkler Systems	\$ 265,000.00		\$480,000.00		
		15400 Plumbing Fixtures and Equipment	\$ 956,000.00		\$1,474,000.00		
		15500 HVAC Equipment	\$ 834,000.00		\$1,330,000.00		
			DIVISION 15 - SUBTOTAL	\$ 2,055,000.00		\$ 3,284,000.00	
DIVISION 16	ELECTRICAL	16100 Basic Electrical Materials and Methods	\$ 970,000.00		\$1,675,000.00		
		16525 Site Electrical		\$100,000.00			
	DIVISION 16 - SUBTOTAL	\$ 970,000.00	\$ 100,000.00	\$ 1,675,000.00			
DIVISION 99	SERVICES						
		\$ -		\$4,340,000.00			

SUMMARY

DIVISION	DIVISION DESCRIPTION	DD Budget	TIF Related Expenses	Phase II	COMMENTS
DIVISION 01	GENERAL REQUIREMENTS	\$ -			
DIVISION 02	SITE CONSTRUCTION	\$ 2,212,000.00		\$ 876,000.00	
DIVISION 03	CONCRETE	\$ 1,100,000.00		\$ 1,882,000.00	
DIVISION 04	MASONRY	\$ 540,000.00		\$ 1,250,000.00	
DIVISION 05	METALS	\$ 557,000.00		\$ 866,000.00	
DIVISION 06	WOOD & PLASTICS	\$ 1,675,000.00		\$ 3,290,000.00	
DIVISION 07	THERMAL & MOISTURE PROTECTION	\$ 283,000.00		\$ 762,000.00	
DIVISION 08	DOORS & WINDOWS	\$ 510,000.00		\$ 680,800.00	
DIVISION 09	FINISHES	\$ 1,013,000.00		\$ 2,150,000.00	
DIVISION 10	SPECIALTIES	\$ 86,000.00		\$ 151,000.00	
DIVISION 11	EQUIPMENT	\$ 183,400.00		\$ 353,400.00	
DIVISION 12	FURNISHINGS	\$ -		\$ -	
DIVISION 13	SPECIAL CONSTRUCTION	\$ -		\$ -	
DIVISION 14	CONVEYING SYSTEMS	\$ 220,000.00		\$ 230,000.00	
DIVISION 15	MECHANICAL	\$ 2,055,000.00		\$ 3,284,000.00	
DIVISION 16	ELECTRICAL	\$ 970,000.00	\$ 100,000.00	\$ 1,675,000.00	
DIVISION 99	SERVICES	\$ -	\$4,340,000.00		

THE BOULEVARD AT CENTRAL STATION
 TINLEY PARK, IL
 PRELIMINARY COST SUMMARY - 2018.10.04 - With TIF Breakout + Phase II

DIRECT COST SUBTOTAL	\$ 11,404,400.00		\$ 17,450,200.00
Percentage of TIF Costs to Total Costs		38%	
INTEREST RESERVE	\$ 300,000.00		
GENERAL CONDITIONS	\$ 570,220.00	\$217,000.00	\$ 872,510.00
OVERHEAD/GC FEE	\$ 613,731.00	\$233,558.32	\$ 916,135.50
TOTAL COST (DIRECT COST + INDIRECT COST)	\$ 12,888,351.00	\$4,890,558.70	\$ 19,238,845.50
PROJECT TOTAL			

Revision 1 (Date) -
 Revision 2 (Date) -
 Revision 3 (Date) -

EXHIBIT 15



18645 S. West Creek Drive
Tinley Park, IL 60477
708.942.1240
arete3.com

PROPOSED

EXHIBIT

EXISTING
PROPERTY
CONTROL

THE
PROMENADE
SOUTH STREET
MIXED-USE
DEVELOPMENT

TINLEY PARK, IL

DEVELOPER:
SOUTH STREET
DEVELOPMENT, LLC
7044 WEST 183rd ST.
TINLEY PARK, IL 60477

EX-1

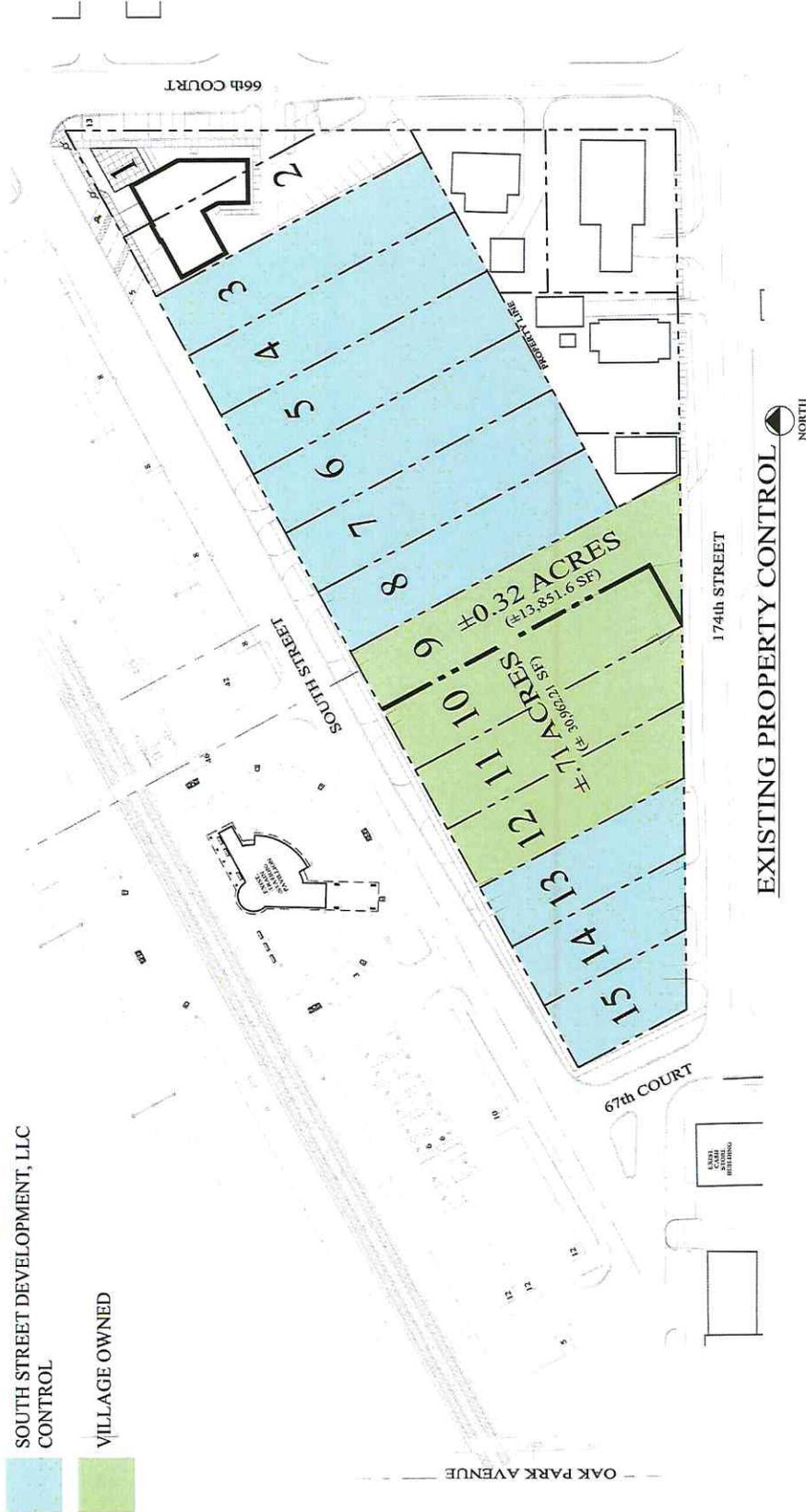
JOB# 03018

ORG. DATE: 06-27-06

REV. DATE: 10-17-07

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* Renderings represent concept only
and not final design.



SOUTH STREET DEVELOPMENT, LLC
CONTROL

VILLAGE OWNED

EXISTING PROPERTY CONTROL



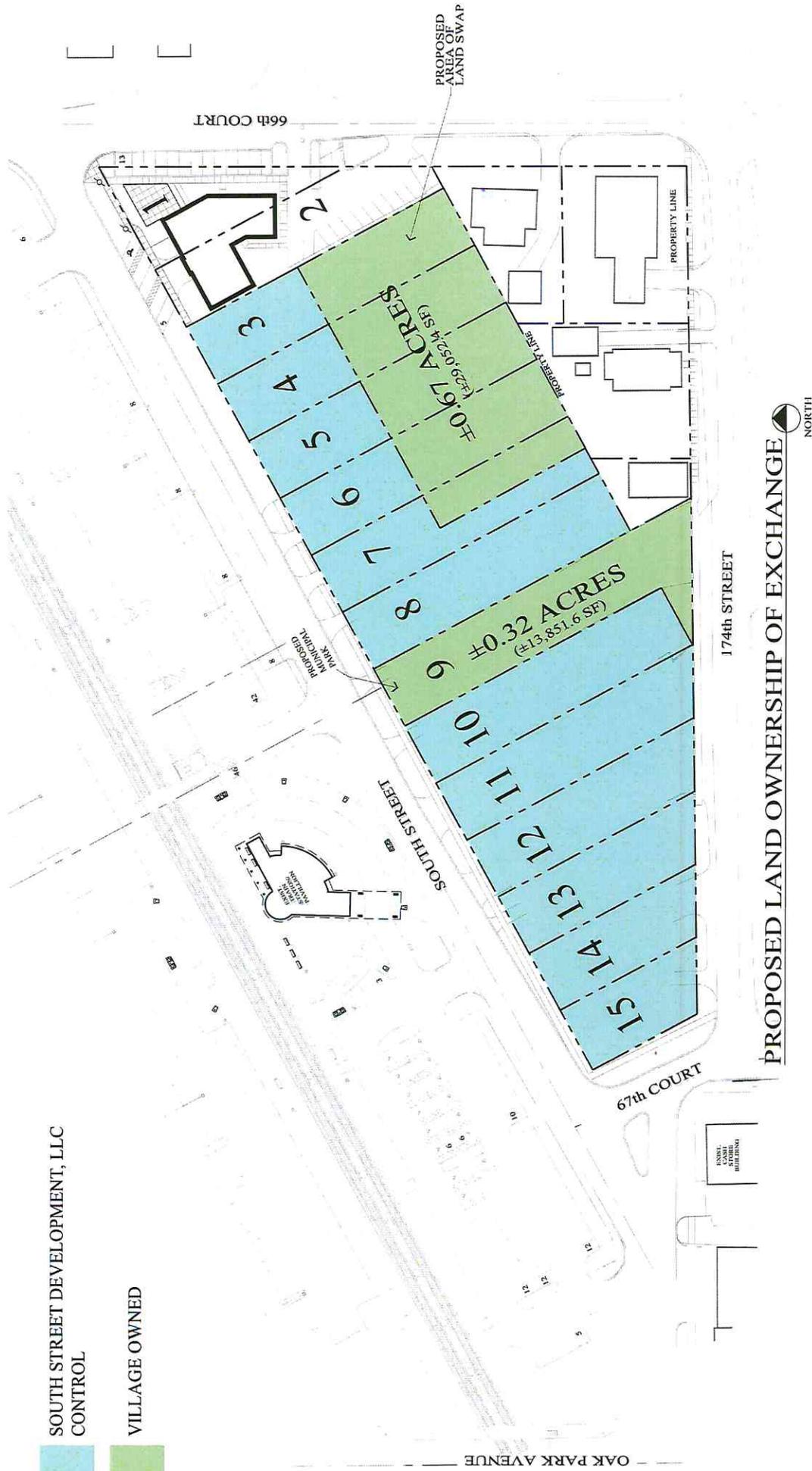
NORTH

EXHIBIT 16

SOUTH STREET DEVELOPMENT, LLC
CONTROL



VILLAGE OWNED



PROPOSED LAND OWNERSHIP OF EXCHANGE

PROPERTY EXHIBIT

- THE PROMENADE
- SOUTH STREET
- MIXED-USE DEVELOPMENT
- TINLEY PARK, IL

DEVELOPER:
SOUTH STREET DEVELOPMENT, LLC
7044 WEST 143RD STREET
TINLEY PARK, IL 60477

EX-2

JOB #: 08018
ORIGIN: 01-10-07
DATE: 01-10-07
SCALE: AS NOTED
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Interoffice Memo

Date: October 9, 2018

To: Mayor Vandenberg and Village Board

Cc: David Niemeyer, Village Manager
Paula Wallrich, Community Development Director

From: Kimberly Clarke, Planning Manager

Subject: South Street Mixed Use Development

Background:

The subject property, 6701-6755 South Street, is located at the southeast corner of Oak Park Avenue and 67th Court in the downtown area of Tinley Park. The property is approximately 3 acres in size consisting of 11 vacant parcels (See Plat of Survey). The Village currently owns six (6) of the parcels (approximately 1- acre) with the remaining parcels owned by South Street Development (1.86-acres). In 2008, all structures were demolished in preparation for the proposed development, however due to the economy at that time the project did not move forward. A gravel parking lot that is being used by Metra commuters' remains. The property was originally zoned B-3 & H-1 and was rezoned to DC (Downtown Core) with the adoption of the Legacy Code in 2011

The mixed-use building will be constructed in two (2) phases. The developer envisions once Phase 1 is constructed and adequately leased, they will begin construction of Phase 2. All other improvements associated with the project, including streetscape, road improvements and utilities will be constructed with Phase 1.



Compliance with Legacy Plan:

The mixed-use building is consistent with the vision of the Legacy Plan and Transit Oriented Development (TOD) principals by providing residential density in close proximity to mass transportation. Through these principals, the Village will be able to attract commercial uses that will serve residents of the project, the community and beyond, thereby contributing to the economic health of the downtown area.

Zoning Request

There are four (4) categorical requests by the Applicant, South Street Development, LLC:

1. Site Plan Approval (includes site plan, preliminary engineering, landscape, architecture, floor plan, and lighting plans);
2. Variations:
 - a. To reduce the minimum dwelling size for a one bedroom unit (800 SF required, 749 & 773 SF requested);
 - b. To permit a surface parking lot (parking is required to be enclosed);
 - c. To exceed maximum driveway width for a two-way driveway (20 feet required, 24 feet requested);
 - d. To exceed maximum driveway width for a one-lane driveway (12 feet required, 20 feet requested);
 - e. To exceed maximum front yard setbacks (5 feet required, 6 and 10 feet requested);
 - f. To exceed maximum interior side yard setback (5 feet required, 7 feet requested);
 - g. To exceed the size of a projecting sign (not allowed to extend past the 2nd floor and limited to 32 SF)
 - h. To allow a reduction in the required primary materials (75% required, 66% requested)
 - i. To exceed the maximum accent material (25% required, 34% requested);
3. Special Use Permit to allow residential accessory structures on the required first floor of Phase 1 (fitness gym, club room with kitchen and business center)
4. Final Plat approval (re-subdivide the property into three (3) lots)

Plan Commission Discussion/ Recommendation:

This item was preliminarily reviewed at a workshop by the Plan Commission on August 16, 2018. A public hearing was held on September 06, 2018 where the Plan Commission voted 6-0 to recommend to the Village Board approval of granting a Special Use Permit, Variations and Final Plat approval Discussion at the public hearing was focused on the Variation for the proposed projecting sign proposed off the front façade and the minimum size of a one-bedroom unit and parking. Several residents spoke at the public hearing raising concerns about the developer providing the Village with guarantees on the parking lot of Phase 2 if the developer were to walk away from the project; concerns about the increase traffic in the area; the number of one-bedroom apartments versus two-bedrooms apartments proposed for the project; and the desire to maintain the first floor for commercial retail use only.

Village Board Request:

Consider granting the Petitioner, David Sosin, on behalf of South Street Development, LLC, a Special Use Permit to allow residential accessory uses on the Street Level in a mixed-use building and Variations from the Zoning & Legacy Codes to construct a 296,419 square foot 4-story mixed-use development consisting of 165 residential apartments and 29,853 square feet of retail space on the first floor for the property located at 6701-6755 South Street in the DC (Downtown Core) Zoning District. Consider granting Final Plat approval for the subject property.



PLAN COMMISSION STAFF REPORT

SEPTEMBER 06, 2018

THE BOULEVARD AT CENTRAL STATION

6701-6755 South Street

Petitioner

David Sosin of Sosin, Arnold & Schoenbeck, Ltd. On behalf of South Street Development, LLC

Property Location

6701-6755 South Street

PIN

- 28-30-411-017-0000
- 28-30-411-024-0000
- 28-30-411-023-0000
- 28-30-411-005-0000
- 28-30-411-026-0000
- 28-30-411-025-0000
- 28-30-411-027-0000
- 28-30-411-007-0000
- 28-30-411-008-0000
- 28-30-411-009-0000
- 28-30-411-010-0000
- 28-30-411-011-0000
- 28-30-411-012-0000

Zoning

DC (Downtown Core)

Approvals Sought

- Site Plan Approval
- Special Use Permit
- Variations
- Preliminary Plat Approval

Project Planner

Kimberly Clarke
Planning Manager



EXECUTIVE SUMMARY

Consider granting Site Plan Approval and recommending that the Village Board grant the Petitioner, David Sosin, on behalf of South Street Development, LLC, a Special Use Permit to allow residential accessory uses on the Street Level in a mixed-use building and Variations from the Zoning & Legacy Codes to construct a 296,419 square foot 4-story mixed-use development consisting of 165 residential apartments and 29,853 square feet of retail space on the first floor for the property located at 6701-6755 South Street in the DC (Downtown Core) Zoning District. Consider granting **Final Plat** approval for the subject property.

The mixed-use building will be constructed in two (2) phases. The developer envisions once Phase 1 is constructed and adequately leased, they will begin construction of Phase 2. All other improvements associated with the project, including streetscape, road improvements and utilities will be constructed with Phase 1.

The mixed-use building is consistent with the vision of the Legacy Plan and Transit Oriented Development (TOD) principals by providing residential density in close proximity to mass transportation. Through these principals, the Village will be able to attract commercial uses that will serve residents of the project, the community and beyond, thereby contributing to the economic health of the downtown area.

Updates from the 08/16/2018 Staff Report are in red.

EXISTING SITE & HISTORY

The subject property, 6701-6755 South Street, is located at the southeast corner of Oak Park Avenue and 67th Court in the downtown area of Tinley Park. The property is approximately 3 acres in size consisting of 11 vacant parcels (See Plat of Survey). The Village currently owns six (6) of the parcels (approximately 1-acre) with the remaining parcels owned by South Street Development (1.86-acres). In 2008, all structures were demolished in preparation for the proposed development, however due to the economy at that time the project did not move forward. A gravel parking lot that is being used by Metra commuters' remains. The property was originally zoned B-3 & H-1 and was rezoned to DC (Downtown Core) with the adoption of the Legacy Code in 2011.



For a quick history of meetings regarding this property, refer to Exhibit A. Planning for this project began in 2001. The project has been proposed as a mixed-use development since its inception however, the density and architecture has changed over time. In that a portion of the subject property is owned by the Village, the project has been considered a public/private partnership with the transfer of property ownership a critical component of the negotiations. The Developer will need the Village owned parcels to construct Phase 1 of this project.



The project's architecture has evolved over time. The image to the right was referred to as "The Promenade" and it was proposed as a Planned Unit Development (P.U.D). In June of 2008, the Village Board approved a Concept Plan to construct two (2) 3-story mixed use buildings, two (2) multiple family buildings, a public park, and surface parking lots over three (3) phases. On April 2, 2009 a public hearings was held on the Preliminary P.U.D. which was recommended for approval to the Village Board. The main issues discussed were angled parking vs. parallel parking on South Street; coordination of phasing and detention; and ensuring that street trees did not negatively impact the visibility of storefronts. The project stalled due to financial reasons.



2009

In February of 2011, the project came back with a new architect Kuo Diedrich Chi Architects, who designed the image to the right. The Petitioner was granted Variations per Ordinance No. 2012-O-027 to construct a 347,876 square foot, mixed use building between five (5) and six (6) stories in height and consisting of 26,223 square feet of retail space



2011

and 167 residential units. The residential units were rental and could be converted to condominiums when the market supported it.

The project was stalled again and formally resubmitted in November of 2015 with a 4-story building similar to what was approved back in 2012. The architecture changed again in March of 2017 and subsequently to what is being currently proposed.



November 2015

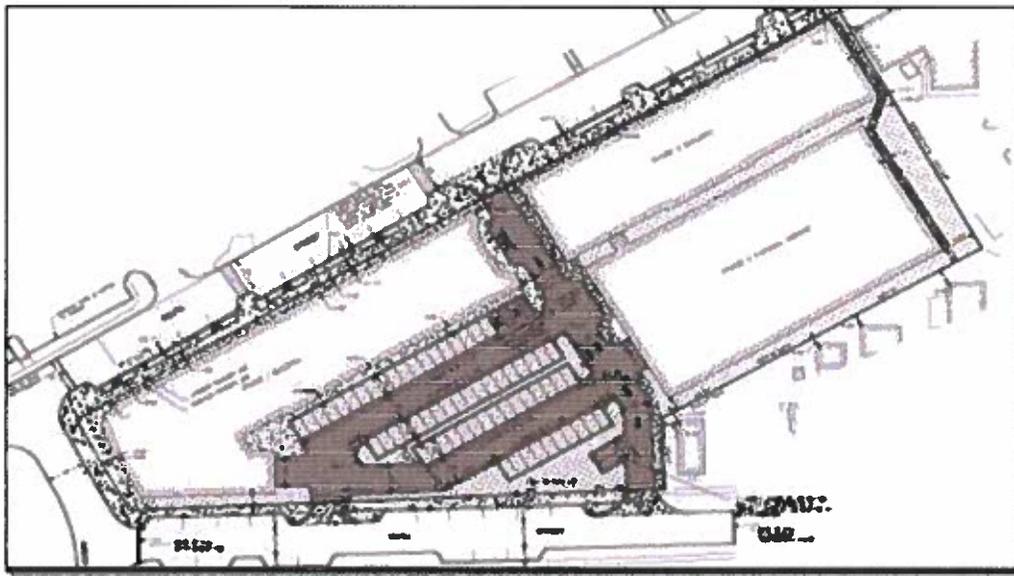


March 2017



June 2018

SITE PLAN & DETAILS



The Petitioner desires to construct a 296,419 square foot mixed-use development called The Boulevard at Central Station. The approximate 3-acre site comprises several properties and is located at the southeast corner of South Street and 67th Court. The building will be 4-stories in height with 29,853 square feet of retail space on the first floor and 165 residential apartment units (99 one-bedroom & 66 two-bedrooms).

The proposal also includes significant on-and off-site improvements, such as a public surface parking lot upon completion of Phase 2 and streetscape enhancements. The timing of the phases is unclear at this time. Per the Site Plan requirements, the applicant is required to submit a construction schedule as part of this review.

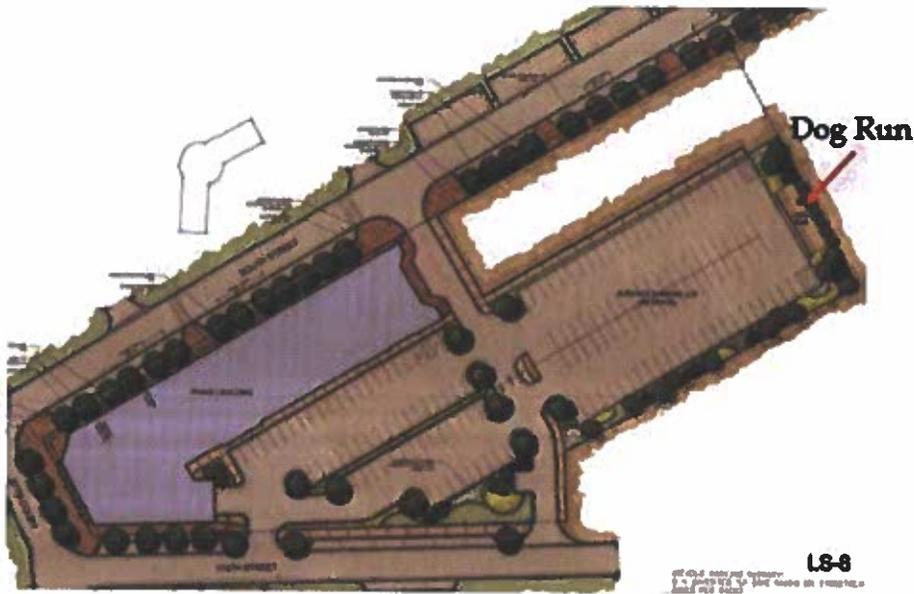
Open Item #1: Developer is to submit a construction schedule for the development. The Incentive Agreement is placing periods on the development. The developer has two (2) years to complete Phase 1 and Phase 2 must start

within two (2) years of Phase 1 completion. While constructing Phase 1, the developer intends to use Phase 2 for staging of construction equipment, which will require construction easements from the Village. When Phase 2 starts, the developer plans to “back out” of the development by starting with the building closest to South Street and then working backwards on the lot to construct the parking garage and apartments above it. Staff has expressed concern regarding the complexities of the construction process and has recommended the Incentive Agreement include a statement requiring a minimum of 1:1 parking be provided on site throughout the construction process. Staff recommends that approval of the Site Plan include this condition. Staff also recommends Site Plan approval be conditioned upon the granting of the necessary construction easements.

The streetscape and public right-of-way improvements will be constructed as part of Phase 1; the structures will be constructed in two (2) phases as follows:

PHASING

Phase 1



Phase 1 will occupy the southeast corner of South Street and 67th Court and will include 66 rental residential units (39 one-bedroom and 27 two-bedroom apartments) ranging from ~~730~~**749-810 square feet for one-bedrooms and 1,079-1,331 square feet for two-bedroom apartments**. The first floor comprises 23,487 square feet of which 15,130 square feet will be used for commercial space. The remaining part of the first floor 9,357 square feet will be dedicated to mechanical space and accessory residential uses which includes a fitness gym, bike storage, lobby lounge, mail room, and club room with kitchen, leasing office (future business center), conference room and property manager's office. A surface parking lot with 66 parking stalls will be constructed behind the building and will be designated for resident use only; this lot will be conveyed to the Village for public parking upon completion of Phase 2. The Village will retain ownership of the undeveloped land proposed for phase 2 until its completion. If Phase 2 is not constructed within a specified time negotiated as part of the incentive agreement, **a condition of the site plan approval will require** the parking lot (in Phase 2) be required to be paved per Village standards by the developer.

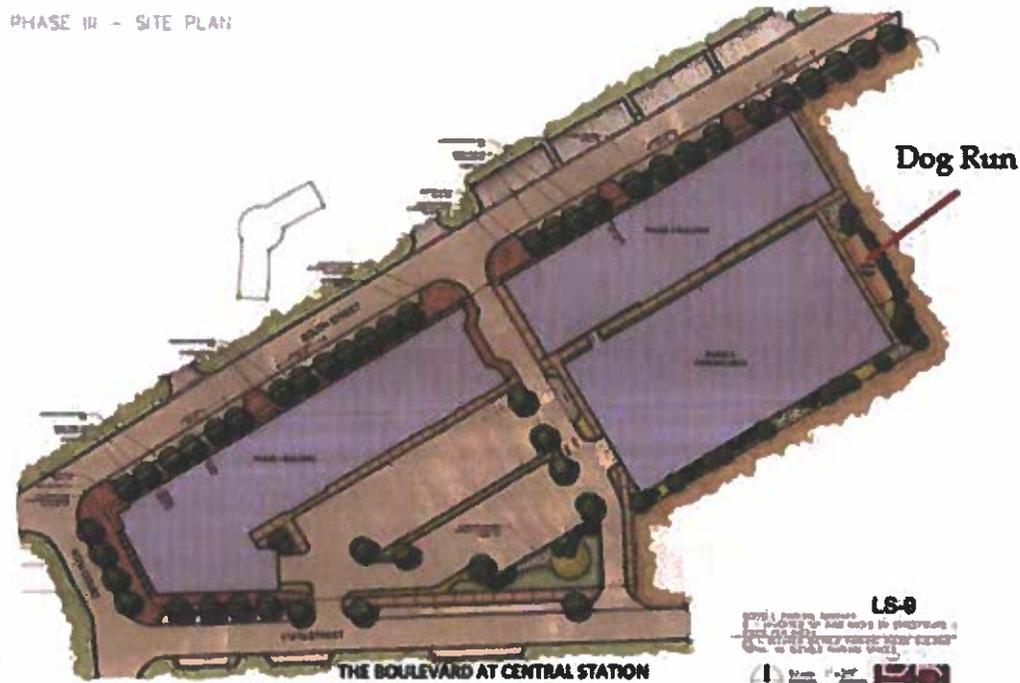
The developer has stated dogs will be allowed in the building however there are no designated areas on the site for them. Staff has requested that an area for dogs be designated on the site. **At the workshop meeting, there was a discussion about providing an outdoor area for dogs. On Sheet LS-8, as shown above, the developer is proposing to place a dog run on the east side of the surface parking lot that will later be converted into a parking garage. Since the Village will own this property until Phase 2 is constructed, Staff does not advise constructing a dog run in Phase 1 on the Village owned lot. This area will be used for staging construction for Phase 2 and will not be a safe area. The issue that still exists is that until Phase 2 is constructed, there will not be designated areas for dogs for the tenants in Phase 1. Details on the design of the dog area have not been provided. Staff recommends that a condition be placed on the Site Plan that final design of the dog run for Phase 1 be reviewed by staff prior to construction.**



Example of dog run

Open Item #2: The site needs to provide a designated outdoor area for dogs. Staff recommends the dog area be removed from Phase 1 on Sheet LS-8 and advocates further discussion regarding the lack of a dog area in Phase 1. The Commission may wish to condition their approval on Staff review of the final design of the dog run.

Phase 2



Following the successful completion of Phase 1, the Applicant will construct an additional 99 rental housing units for an overall project total of 165 residential units. Phase 2 will include 60 one-bedroom units and 39 two-bedrooms ranging in size from the 730 square feet to over 1,311 square feet. There is a total of 14,723 square feet of first floor commercial space as part of Phase 2. A partial underground parking garage consisting of 477 **181** standard parking

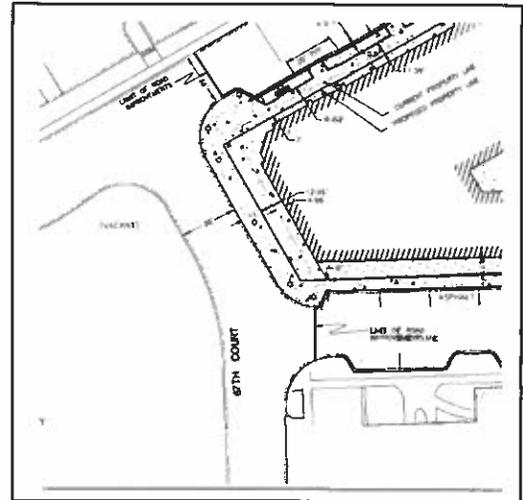
stalls will be constructed behind the Phase 2 residential structure. Residential amenities in this phase include an in-ground pool on top of the parking garage. Once this phase is complete, the surface parking lot behind Phase 1 will become a public parking lot owned by the Village.

OFF-SITE IMPROVEMENTS

As part of this project, the developer is required to complete specific off-site improvements including the completion of public streets abutting the development site, the realignment of the intersection of South Street and 67th Court, the addition of parallel parking spaces on the south side of South Street, and adding parallel parking on both sides of 174th Street. There are plans to bury the existing overhead utilities.

An important component of this project will include the reconfiguration of the intersection of South Street and 67th Court into a traditional T-intersection. This will allow for safer turning movement, improved alignment of South Street, allow for the closure of an awkward access point to the Metra parking lot and provide the opportunity to vacate a portion of the intersection at the southwest corner that is proposed to be incorporated into the future Bremen Cash Store redevelopment project.

The developer will be required to install streetscape improvements along South Street and 67th Court. The code requires a minimum width of six (6) feet for streetscape enhancements (landscape, benches and lighting) and a minimum width of seven (7) feet for sidewalks along South Street and 67th Court. All other sidewalks along commercial streets require a minimum width of six (6) feet. The Village has of hired a consultant to create a Streetscape Master Plan; Staff recommends the approval of the Site Plan be conditioned upon compliance with an approved Streetscape Master Plan.



Open Item #3: Final Streetscape plans for this area are in the process of being designed. Staff recommends Site Plan approval be conditioned upon conformance with the approved Streetscape Master Plan.

STORMWATER MANAGEMENT

The subject property was allocated use of the Regional Pond known as "Freedom Pond" located at the northwest corner of Ridgeland and 175th Street on the Panduit site. The subject property is providing volume control measures on the surface lot of Phase 1 to meet MWRD requirements. The surface parking lot will be owned and maintained by the Village once Phase 2 is constructed.

ACCESS

The project will have two (2) access points. There is a one-way drive aisle off South Street that is approximately 21-22 feet in width that extends south towards 174th Street. The width and design of this one-way drive aisle is necessary for fire protection and pedestrian safety. There is a full access drive proposed off 174th Street closest to 67th Court that will allow for full access in and out of the surface parking lot.

LOADING

There is one service area with two (2) overhead doors in Phase 1 building. Large delivery trucks can load and unload in this area instead of taking of parking or drive aisle space in the surface parking lot.

TRASH ENCLOSURES

The outdoor trash is located in the interior of the buildings. The trash is wholly enclosed in Phase 1 in the loading dock area. Staff however has concerns regarding how the garbage will be removed from Phase 2 interior trash area. The Architect stated the garbage will be rolled out to the interior curb area just outside the entrance to the parking deck. There does not appear to be adequate room in this area that does not encumber traffic. Staff also questions the garbage pick up schedule and if several times a week may prove to be unsightly.

Open Item #4: Further discussion is needed on the appearance and practicality of the garbage pickup on site.

PARKING

The Downtown Core District does not require parking for commercial uses however; it requires one (1) enclosed space (located within, or attached to, the building envelope) for each residential unit. The proposed project provides the required amount of residential parking spaces for Phase 1 however; it will not be enclosed spaces until the completion of Phase 2. The Site Plan proposes to create 39 new on street parking stalls on South Street and 174th Street that are currently not present. It should be noted that the Village restricts street parking from 2-5 am. Staff has raised concerns with parking and the loss of the existing gravel lot where 90-100 Metra commuters will be displaced upon construction of Phase 2. With future increased events in the downtown, there may be an issue with available public parking. **Even though the developer is meeting the required number of parking stalls per code, staff is concerned whether a 1:1 ratio will be adequate for the residents who may need parking for more than 1 car.** Upon completion of Phase 2 the Village owned surface parking lot behind Phase 1 will likely be occupied by the employees working in the commercial spaces, which may leave little parking for the customers to park.

During Phase 1, a total of 66 surface parking spaces are provided, which meets the code (1 per dwelling unit). There will be newly constructed on street parallel parking stalls along the south side of South Street and on both sides of 174th Street. The employees and patrons visiting the retail stores may utilize the on-street parking or Metra parking lot when not occupied by commuters.

Phase 2 will include the construction of a parking garage with ~~177~~**181** parking stalls. The surface parking lot that was constructed in Phase 1 will be converted to a public parking lot that will be owned by the Village. The surface parking lot will be reduced by two (2) stalls resulting in a total of 64 parking stalls. Staff has recommended the removal of these two (2) stalls because of their location in proximity to the main access aisle. The location of these stalls is not desirable because it will require vehicles to back out into a main drive aisle. Therefore, when Phase 2 is constructed, the two (2) stalls will be removed and replaced with landscaping. Staff recommend the removal of these two (2) spaces be a condition of the approval for the Site Plan.

The revised floor plans identify the number of parking stalls proposed for the parking garage. Below is a chart the summarized the parking provided in Phase 2. Excluding the shared and electric parking stalls, there are a total of 170 standard parking stalls provided in the garage; this constitutes a surplus of five (5) additional stalls from the 165 spaces required per the Legacy Code. Per the draft residential lease Section VIII.1, parking is allowed in designated, numbered spaces only. Therefore, it is assumed the parking stalls in the parking garage will be assigned to each tenant. It has been noted that not all of the parking stalls within the parking garage will meet the standard size of 9'x18'. The developer is asking for a Variation to be allowed to have some of the stalls reduced in size for compact cars. Staff recommends that a condition of granting the Variation limit the number of compact cars spaces

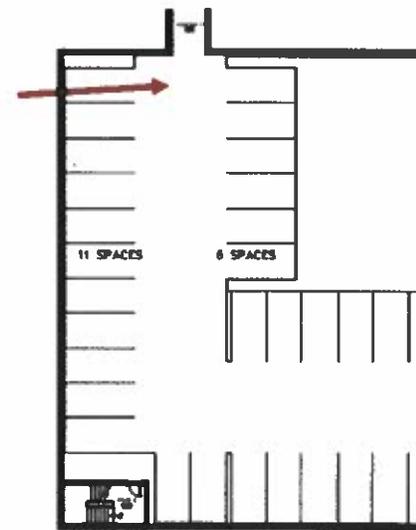
Standard Parking Stalls Required	165	Standard Parking Stalls Provided	170
ADA Stalls Required	6	ADA Stalls Provided	6
Shared Parking Required	0	Shared Parking Stalls Provided	2
Electric Car Stalls Required	0	Electric Car Stalls Provided	3
Total Parking Required	171	Total Parking Provided	181

New Open Item #5: A variation will need to be granted to reduce the size of the parking stalls in the parking garage allowing for compact parking stalls measuring 8.5' x 16.5' allowing them to maximize the parking. Staff recommends a condition of granting the Variation limit the number of compact car spaces to only those parking stalls exceeding the required 165 parking stalls required.

Staff has expressed concern over the design of the lower level floor of the parking garage. The image to the right does not provide the ability for a vehicle to turn around. A vehicle would have to back out approximately 90-100' to exit the area. The plans should be revised to eliminate two (2) stalls or to convert these spaces for motorcycle parking.

New Open Item #6: The Site Plan approval plans should be revised to address staff's concern regarding the inability to easily exit the lower level floor parking area.

To address overall parking concerns, Staff has requested the Developer provide parking data and occupancy rates for existing downtown developments in the area. Staff researched a few communities with similar downtowns to compare their parking regulations. Listed below is the parking regulations for LaGrange, Downers Grove, Elmhurst and Orland Park:



Community	Downtown Commercial Parking Required	Downtown Residential Parking Required
LaGrange	No parking except as may be provided by the Board of Trustees	1.5 per dwelling unit
Downers Grove	No parking	1.4 per dwelling unit; parking lots with more than 20 spaces can count up to 5 spaces or 5% whichever is less for parking of motorcycles or scooters. Size of stall is 4'x8'. Shared parking stalls can be reserved for up to 5% of spaces.
Elmhurst	No Parking	Tier 1= 1 Tier 2= 1.25 Tier 3= 1.5
Orland Park	Requires parking based on use.	2 per dwelling unit but allows up to a 25% reductions "to promote smaller lots, shared parking, on-street parking and the shared use of public parking facilities"

In summary, the majority of communities do not require parking for commercial; however, the residential parking requirements are all greater than the Legacy Code. Despite the proposed project exceeding the code requirements with a surplus of eight (8) parking stalls, parking issues continue to be raised by staff, residents and the Plan Commission. The Incentive Agreement addresses these concerns by requiring the 1:1 ratio be maintained throughout Phase 2 construction. If the project does not proceed to Phase 2 within 2 years, the gravel parking lot in Phase 2 will be paved and thereby serving to address any parking shortages in Phase 1. To address any possible parking shortages in Phase 2, the Incentive Agreement provides the opportunity for the Applicant to lease spaces from the Village in the surface parking lot behind Phase 1 after completion of Phase 2.

For comparison purposes, Staff contacted the Orland Park Planning Department to find out what their recent multi-family projects provided for parking. Below are the results:

Orland Park TOD Project Name (Approval Year)	# Multi-Family Dwelling Units	# Parking Spaces Provided	# Parking Spaces per DU	Parking Type
The Pointe (2018)- Hansen Project	64	96*	1.5	91 garage, 5 surface
Orland Park Crossing (2013)	168**	206	1.23	Garage and surface
Ninety7Fifty (2011)	295	365	1.23	Garage (Texas wrap style)

**Includes standard, accessible, double stacked, and compact style spaces.*

***Does not include 25 units of townhomes and 38 units of rowhomes.*

Staff requested the Applicant hire a consultant to conduct an occupancy study on these lots to determine parking demand in similar developments.

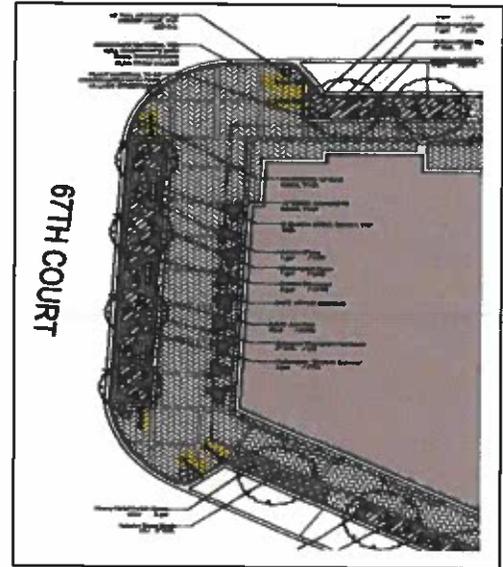
Open Item #7: Developer to provide a parking study to support parking needs.

Open Item #8: Staff has raised parking concerns with the loss of the existing gravel lot where 90-100 Metra commuters will be displaced. The Incentive Agreement addresses Phase 1 parking by requiring the 1:1 ratio be maintained throughout all phases and offers the opportunity to lease spaces from the Village if there are parking shortages in Phase 2. Staff recommends the Commission condition Site Plan Approval on maintaining the minimum 1:1 parking throughout all phases, including construction and require the Applicant to lease spaces from the Village parking lot located behind Phase 1 if parking shortages are experienced.

Open Item #9: Staff recommend the removal of 2 parking spaces at the southern end of the surface parking lot be placed as a condition of approval for the Site Plan. The developer has included a note on the Phase 2 civil drawings showing these two stalls removed and landscaped.

BIKE PARKING

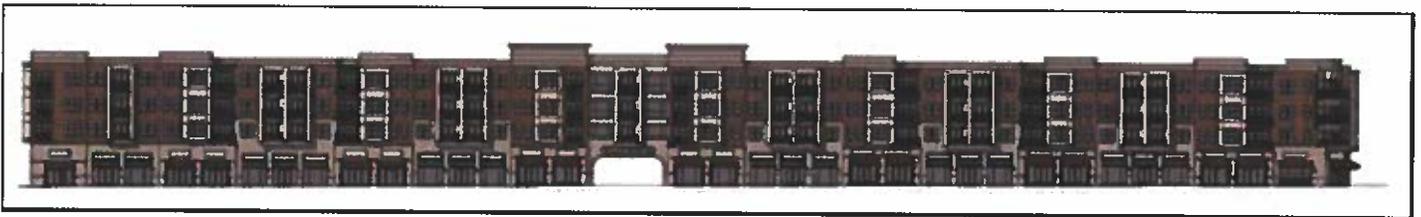
The Legacy Code requires one (1) bike stall per dwelling unit and .2 per 1,000 s.f. of Street Level Commercial. The total required number of bike stalls is six (6) stalls for the commercial use and 165 stalls for the residential units. The chart on page A002 states the required number of bike stalls is 282 which is not correct. The bike storage for the residential units is located at the rear of the building on the first floor of Phase 1 and within a rear service corridor for Phase 2. There are bike racks proposed within the streetscape of South Street and 67th Court that will serve the commercial uses. **There are six (6) located on the corner of 67th Court and South Street (See highlighted in image to the right). The final location and number of these should be determined when the final Streetscape plan is approved. Staff recommends Site Plan approval be conditioned upon the final number of bike racks and locations be finalized once the final Streetscape Plan is completed.**



Open Item #10: Correct sheet A002 to reflect the correct required bike parking counts per code. This has been corrected.

The building contains over 29,853 square feet of ground floor commercial space. To serve these units, a dedicated loading area has been incorporated into the Phase 1 building, which is accessed from a garage door off 174th Street. Phase 2 will not have a loading area for its commercial spaces and therefore deliveries will need to be delivered off South Street. **The developer has suggested the Village consider using some of the space designated for parallel parking on South Street to be identified as short-term loading zones for ride share programs. Staff recommends this be addressed as part of final engineering.**

ARCHITECTURE



The Legacy Code requires a minimum of 75% of all facades and roofs exclusive of glazing shall be comprised of brick, stone & fiber cement siding. Accent material can have a maximum of 25% of concrete panels and decorative block. The building will be constructed of a combination of brick, architectural precast block and Hardie Reveal Panel Siding. There may be additional variations needed based on the accent materials shown on the plans presented.

Open Item #11: Additional Variations on building material may need to be requested. The developer is requesting Variations on the primary and accent material percentages. The Primary Material on the façade ranges as low as 68.77%-74.7% when the required minimum is 75%. The accent material ranges from 34.3% to 26.6% where the maximum percentage of accent material is 25%. Staff believes the proposed architecture and use of masonry materials meet the intent of the Legacy Code.

There is a rounded corner feature that was requested by Staff that creates a signature architectural feature at the prominent southeast corner of South Street and 67th Court that reflects the iconic architectural style of the Metra Station. There is an archway that will bridge Phase 1 and Phase 2 that provides for a unique access to the parking

areas behind the building and provides a break in the long expanse of the building's façade. (The total length of the building along South Street is approximately 621 linear feet.) Along the front façade there are enclaves for future outdoor dining opportunities that also help to provide some visual breaks in the façade; the Legacy Plan encourages this type of façade treatment as part of the *Permitted Private Frontages* for this District. Each of the residential units will have balconies; some are recessed into the unit while others extend out from the wall. The commercial units will have either a metal or red canvas awning projecting five (5) feet out.

Staff has expressed some concern as to the color choice of the awning noting that often red awnings are prone to fading as discussed in the following references. Staff recommends the Commission converse the merits of the red awning versus a black awning. (<https://www.aladdininc.net/blog/choose-right-color-retractable-awning/> and <http://www.sunshineexperts.com/products/tips-choosing-color-awnings/>. **At the workshop there was discussion regarding the color choice with the Applicant stating they wished to maintain this red color choice. The Commission may wish to condition their recommendation on maintaining no greater loss of 40% of the original color specifications (RGB and/or Pantone color).**

Open Item #12: Staff questions the use of red awning as a color choice. Staff is recommending any approval of the red awning include a condition that requires replacement of the awning when it experiences greater than 40% color fade from the original RGB/Pantone color.

In response to questions and concern regarding the proposed architecture, the Applicant provided additional architectural detail as defined below. The most notable change is the enhanced cornice design.



FLOOR PLANS

There are ~~six (6)~~ **five (5)** different one-bedroom unit types and ~~six (6)~~ **seven (7)** different two (2) bedroom unit types. Each unit will be constructed with all new kitchen appliances (including, at a minimum, an oven, stove, refrigerator, microwave oven, dishwasher and garbage disposal) granite countertops for all bathroom and kitchen countertops and solid wood front and rear doors. Each unit will have its own laundry room and be equipped with a washer and dryer. Regarding the residential amenities, Staff questions the proximity of the pool deck with the second floor units and balconies. Security, noise and general quality of life concerns have been raised with this adjacency of uses. In addition, when Phase 2 is constructed the end unit apartments will lose their existing windows in order for the archway to be constructed. Staff is concerned how this will be communicated to those tenants that desire to rent those units out in Phase 1.

Open Item #13: Staff questions the desirability of the 2nd floor units and their balconies being at grade with the pool deck. At the workshop, this was discussed and the developer disagrees with Staff concerns. They contend a roofscape has been designed that creates a landscape buffer to provide added privacy to these units. Staff recommends further discussion on this issue.

Open Item #14: There should be a condition on the approval requiring the developer to notify to the tenants that will be occupying the end units of Phase 1 about that they will lose their windows when Phase 2 is constructed. At the workshop, the Attorney stated there will be language in the leases for these units making them aware of the removal of the windows.

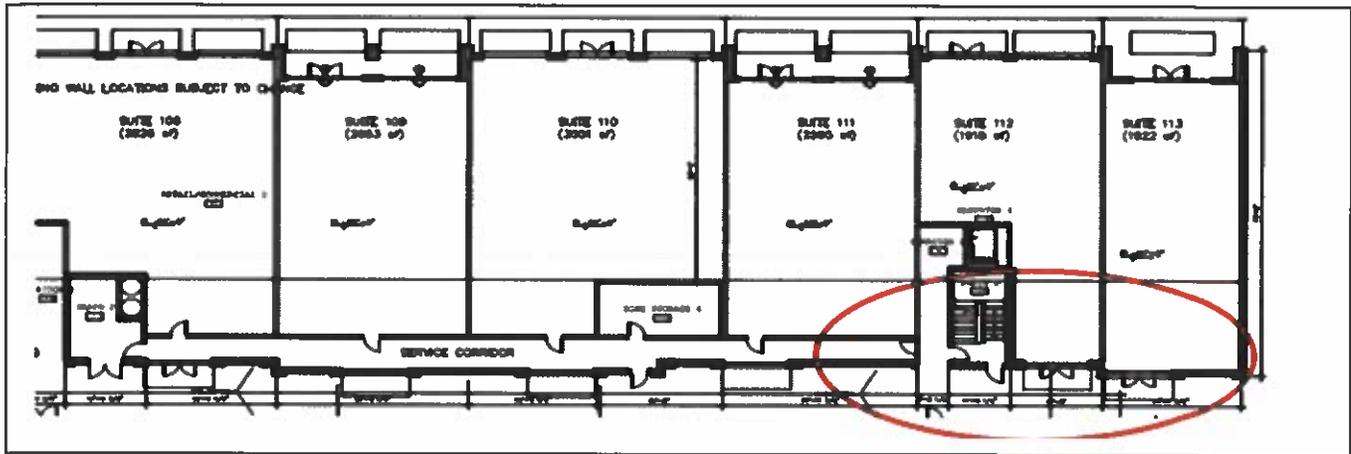
On each floor, there is a recycling room at the far east end of each building. Staff has requested the architects to have this area centralized with the trash room. The bricked in window for the recycling room can then be converted into a glass window to bring natural light to the end of the hallways.

Open Item #15: The architect should look at consolidating the recycling rooms into the main trash area. The architect has eliminated the recycling rooms at the end of the hallway for each floor.

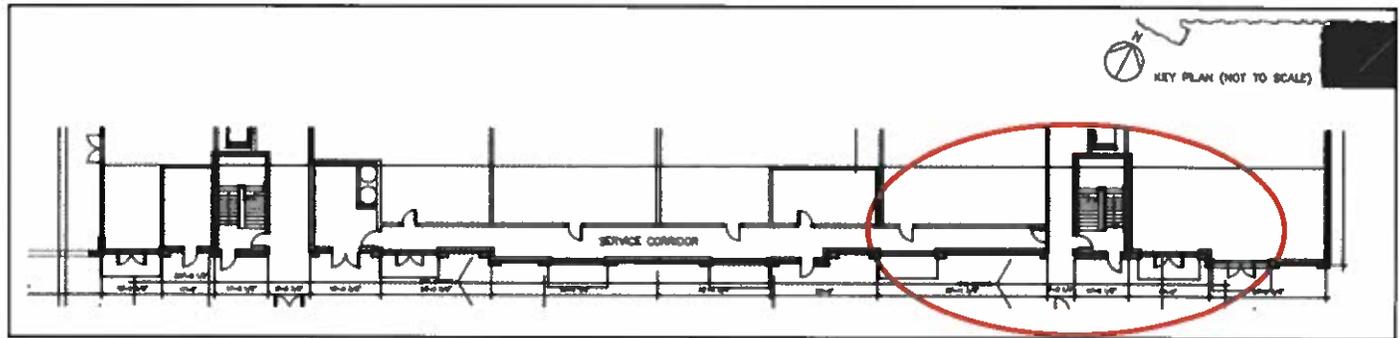
Open Item #16: The bricked in window in the recycling rooms should be converted into glass windows. After discussion with the Architect, staff recognizes that with the removal of the recycling area the space will be split between 2 units thus preventing an opportunity for a window. Staff recommends removing the windows from the elevation noting that it does not negatively affect the overall aesthetics of that façade.

The commercial spaces are 50 feet deep and can be divided as needed. In Phase 1, all of the commercial spaces have a rear access door and sidewalk that will take them to the central trash area on the west end of the building. In Phase 2, there is an interior service corridor however; the very last unit (STE 113) does not have access to the corridor. The interior service corridor is where tenants of Phase 2 will access the bike storage. Staff questions the purpose of the interior service corridor because it creates an awkward area with many access points. For instance, the very last unit has to go outside with their trash to get to the common area. **After discussion with the project Architect, they have expanded the end commercial unit so all but the end unit has access to the interior corridor. Staff further requested the Architect to investigate integrating the parking deck and the commercial units instead of spacing them apart. This will require further development of the design team.**

Before:



After:



Open Item #17: Staff questions the need for the internal service corridor proposed in Phase 2. Staff recommends further discussion on the issue regarding the integration of the parking deck and commercial units instead of spacing them and creating an open walkway.

SIGNAGE

At the corner of the building at South Street and 67th Court there is a large wall sign proposed. This is the building's main identification sign and is one of the Variations requested. This will be 25 feet long by four (4) feet wide and will extend past the second floor. Code prohibits projection signs to extend past the second floor windows. In addition, Staff is concerned about the large projection sign and its proximity to the residential unit's balconies and windows. Staff has requested some verification that this would not constitute a code violation with respect to off-site glare regulations. **The developer at the workshop stated the sign will not be internally illuminated and that lighting will be limited to building façade lighting designed to illuminate the sign.** In addition, Staff recommends the Commission discuss the overall aesthetics of the sign and its ability to complement or detract from the building's architecture. **At the workshop, there was not unanimous support for the projecting sign. Staff recommends further discussion of the sign.**

Open Item #18: There has been significant discussion regarding the projecting sign. Staff recommends further discussion.

The façade of the building also provides for 10'x3' wall signs to go above each tenant space. There is a note on the plans that states the exterior signage will be reverse channel letters illuminated by LED, and in colors to be approved

by the Landlord. As with other large projects of this size Staff recommends the Applicant provide a Unified Sign Plan that will regulated the size, color, illumination, style and material of the wall signs for this project. **The architect has provided a unified sign plan which gives the tenant the choice of Halo illuminating (from behind) solid reverse channel letters or via wall mounted fixtures ("gooseneck" style). There is reference to monument electronic reader and freestanding signs that need to be removed because the site physically cannot provide areas for these signs to be placed on the property and meet all the Code requirements.** Although not required, Staff also recommends the Applicant limit the signs to one color and allow for individual font and style that can provide for individual branding. It is Staff's preference that these signs be externally illuminating which is consistent with a downtown urban character. Staff also strongly encourages the use of projecting or blade signs, which are typical in pedestrian oriented developments such as this. **Projection signs and the material allowed should be included in the Unified Sign Plan.** The goal is to have a sign plan that can complement the overall architecture of the entire building that addresses the pedestrian orientation of this district.

Open Item #19: Provide for a unified sign plan. The Unified Sign plan needs to be revised to exclude any reference to free standing or monument electronic reader signs. A section should be included to allow projection signs and require a standard material to be used (I.E. wood or metal). It is recommended that the same material be used for all projections signs.

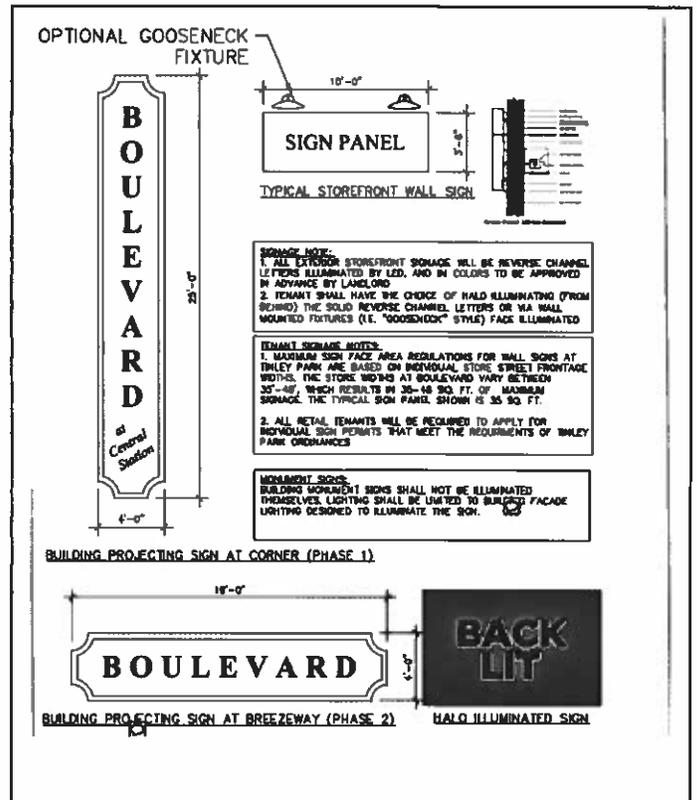
Open Item #20: Staff recommends that the main identification signs for the building not be illuminated. The developer has agreed that the identification signs will not be internally illuminated.

LIGHTING

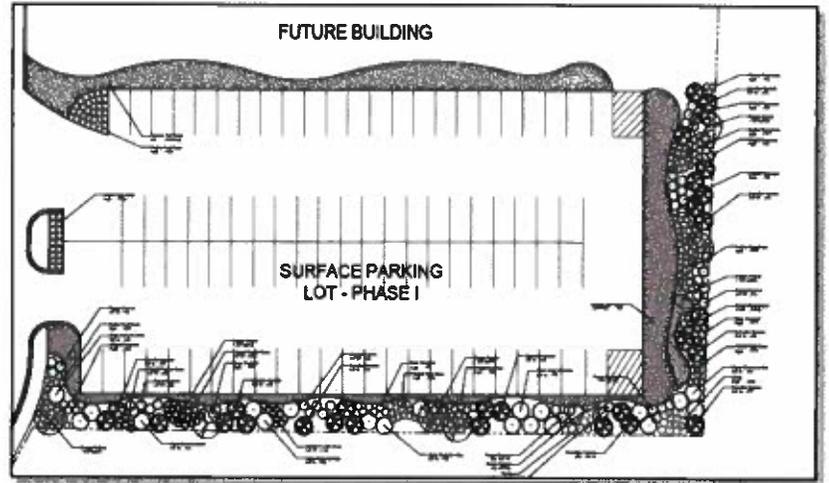
A photometric plan has been submitted (Sheet LT100). The plans are still conceptual and a final photometric plan with cut sheets of the fixtures will need to be submitted prior to final approval. It has been noted by our engineers that the plan does not provide for any parking lot lights in the surface parking lot in Phase 1.

Open Item #21: A final photometric plan will need to be provided with final engineering. Staff recommends the Site Plan be conditioned upon final approval of the photometric plan, which includes lighting in the surface parking lot in Phase 1.

LANDSCAPING



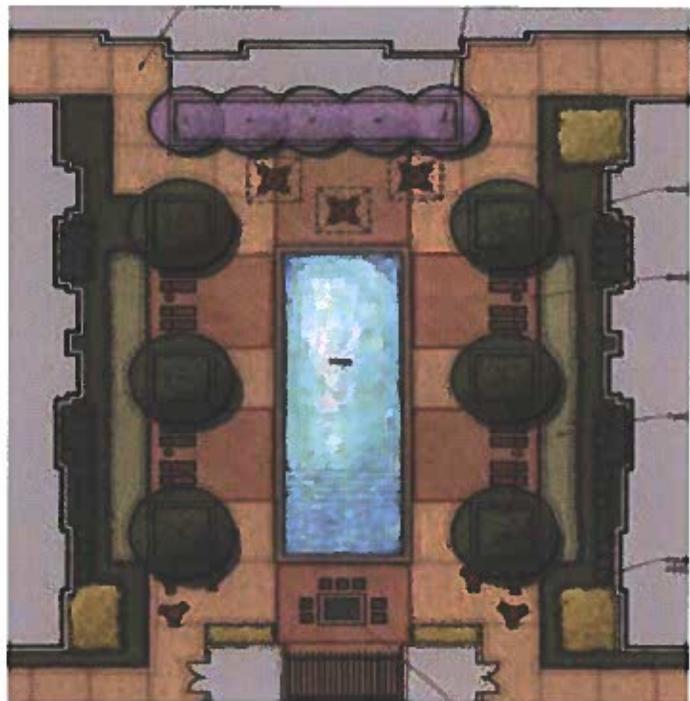
The majority of the proposed landscaping will be in the streetscape along South Street, 67th Court and 174th Street. The landscape plan provides for some interior parking lot landscaping for the surface lot in Phase 1 as well as establishes a 14-foot wide landscape area between the future parking garage and residential properties to the south. **The plans show perimeter landscaping installed around the east parking lot as part of Phase 1. This landscaping will only be installed in the event Phase 2 is not constructed in the time frame of the Incentive Agreement.**



Another area of landscaping that will not be seen by the public is the pool area in Phase 2. The areas of landscaping is also utilized to screen those units that face the pool.

The Village's landscape architect reviewed the plans and did offer several recommendations as listed in the Plan Review letter dated June 18, 2018. Any outstanding items will need to be incorporated into the final landscape plans.

Open Item #22: Address the landscaping comments per the Village's landscape review. The developer has noted they will comply with the recent landscape plan review subject to a final streetscape plan completed by the Village. Staff recommends a condition of the Site Plan approval, the perimeter landscaping around the gravel lot as shown in Phase 1, be constructed in the event Phase 2 is never constructed.



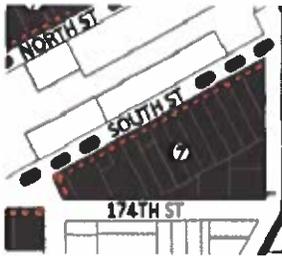
ZONING & NEARBY LAND USES



The subject property (outlined in red) is zoned DC (Downtown Core) and is within the Legacy District. The characteristics of this district is described in the Legacy Code as, "The Downtown Core District consists of the highest density and height, with the greatest variety of uses. Street frontages have steady street plantings and pedestrian amenities, and buildings form a continuous street wall set along wide sidewalks".

Nearby land uses include the Oak Park Avenue Metra Station to the north and commuter parking zoned CV (Civic); The Station Pub & Eatery to the east, single-family homes to the south zoned DG (Downtown General). At the southwest corner of South Street and 67th Court there are plans to construct a three-story mixed used building.

The Downtown Core District allows for a mixed use building seven (7) stories in height. South Street is classified as Corridor Type D, which requires on-street parking and a thoroughfare width of 30' curb to curb. In addition, South Street and 67th Court are required to have Street Level Commercial on the first floor. The commercial space must be a minimum depth of 50'. Storefronts with an enclave cannot exceed in width more than 50% of the lot and have a maximum depth of five (5) feet. A Zoning Analysis was not included on the Site Plan as required. Below are the required setbacks for properties in the DC (Downtown Core) District.



Key	
	Legacy Code Boundary
	Downtown Core (DC) District
	Corridor Type A
	Corridor Type D
	Proposed Legacy Plan Alley
	Street Level Commercial Required
	Allowable Building Height

General	
Minimum Lot Width	50'
Maximum Lot Width	n/a
Minimum Building Height	3 stories
Building Setbacks	
Front Yard (primary street)	5' max. (A)
Front Yard (secondary street)	7.5' max. (A)
Side Yard (interior)	5' max. (B)
Side Yard (along access drive)	5' min. (C)
Rear Yard (existing alley)	5' min. (D)
Rear Yard (no alley required)	5' min. (D)
Rear Yard (future alley)	30' min. (E)

Open Item #23: Site Plan needs to include a zoning analysis table per the Site Plan requirements. This has been added to page A002 as shown below.

ZONING ANALYSIS

ZONING ANALYSIS TABLE District: DC (Downtown Core)			Phase 1		Phase 2		Phase 1 & 2	
Land Area	Acres		Allowable	Actual	Allowable	Actual	Allowable	Actual
	Square Feet							130,244
Building Area	Square Feet			86,671		199,748		296,419
Setbacks	North	Front, Primary Street	5' max.	9.98' max.	5' max.		5' max.	5.98' max.
	South	Rear	5' min.		5' min.	10.99' min.	5' min.	10.99' min.
	East	Side (at Main Building)	5' max.		5' max.	9.40' max.	5' max.	9.40' max.
	East	Side (at Parking Deck)	5' max.		5' max.	29.53' max.	5' max.	29.53' max.
	West	Front, Secondary Street	7.5' max.	10.06' max.	7.5' max.		7.5' max.	10.06' max.
	Southwest	Front, Secondary Street	7.5' max.	9.73' max.	7.5' max.		7.5' max.	9.73' max.
FAR	Ratio of Gross Floor Area to Land Area			0.74		n/a		2.28
Lot Coverage	Building Footprint (Sq. Ft.)			26,079		48,639		74,738
	Ratio of Building Footprint to Land Area			0.20		n/a		0.57
Building Height	Feet		75 (per IBC)	59'-0"	75 (per IBC)	57'-4"	75 (per IBC)	59'-0"
	Stories		7	4	7	4	7	4
Percentage of Greenspace	Plantable Area (Sq. Ft.)			39,737				16,780
	Ratio of Plantable Area to Land Area			30.5%				12.9%
Building Material Percentages	North Elevation	Primary Material	75% min.	69.7%	75% min.		75% min.	67.8%
		Accent Material	25% max.	30.3%	25% max.		25% max.	32.2%
	South Elevation	Primary Material	75% min.	65.7%	75% min.		75% min.	67.2%
		Accent Material	25% max.	34.3%	25% max.		25% max.	32.8%
	South Elevation (Parking Deck)	Primary Material	75% min.		75% min.	84.3%	75% min.	
		Accent Material	25% max.		25% max.	15.7%	25% max.	
	East Elevation	Primary Material	75% min.	73.9%	75% min.		75% min.	65.0%
		Accent Material	25% max.	26.1%	25% max.		25% max.	35.0%
	East Elevation (Pool Courtyard)	Primary Material	75% min.		75% min.	90.3%	75% min.	
		Accent Material	25% max.		25% max.	9.5%	25% max.	
	West Elevation	Primary Material	75% min.	73.4%	75% min.	65.7%	75% min.	
		Accent Material	25% max.	26.6%	25% max.	34.3%	25% max.	
	West Elevation (Pool Courtyard)	Primary Material	75% min.		75% min.	90.5%	75% min.	
		Accent Material	25% max.		25% max.	9.5%	25% max.	
	Southeast Elevation	Primary Material	75% min.	74.7%	75% min.		75% min.	
		Accent Material	25% max.	25.3%	25% max.		25% max.	
	Southwest Elevation	Primary Material	75% min.	68.7%	75% min.		75% min.	
		Accent Material	25% max.	31.3%	25% max.		25% max.	

VARIATION REQUEST

- Variations ranging from 27 to 51 square feet from Section V.C.2 of the Zoning Code to allow a one-bedroom apartments ranging in size from 749 square feet to 733 square feet where the minimum useable floor area for a one-bedroom apartment is 800 square feet. **As a Transit Oriented Development (TOD) the goal is to provide housing in close proximity to mass transportation to encourage compact urban growth, opportunities for increased choice of transportation choices, reduced reliance on the automobile, and a safe and pleasant pedestrian environment by ensuring an attractive streetscape, a functional mix of complementary uses, and provision of amenities that support the use of transit, bicycles, and pedestrian facilities. TOD Developments attempt to provide greater housing densities and often smaller unit sizes that provide common areas for the use of all residents. There are 99 one- bedroom units proposed in this development of which 96 do not meet the minimum unit size of 800 SF. The breakdown of unit size is provided below. The Applicant has stated that the provision of common areas and assigned storage offsets the reduction in unit size. There is private storage units on each floor, which totals 5,385 SF for both phases or approximately 33 SF per unit. The chart below provides the total square footage of the deficient units once the private storage is added to it. The deficiency shrinks to less than 20 SF. There are also common areas on each floor (lounges) as well as the recreational amenities that might be considered when discussing the Variation request. The Applicant has also provided information on the finishes of the units that typify modern luxury apartments.**

UNIT TYPE	QUANTITY	NET AREA	Additional Storage	Total with Storage	Deficiency
Unit 1A-1	12	749	33	782	18
Unit 1A-2	39	749	33	782	18
Unit 1A-3	3	773	33	806	n/a
Unit 1A-4	24	749	33	782	18
Unit 1A-6	12	749	33	782	18
Unit 1A-7	3	749	33	782	18
Unit 1B	3	751	33	784	16
TOTAL	96				

2. A residential parking Variation from Section XII.3.C.d. of the Legacy Code which requires parking for residential uses to be enclosed within the residential structure or immediately adjacent to it. ***The parking for Phase 1 is provided in a surface parking lot open to the sky parking lot located directly behind the Phase 1 building. If Phase 2 is constructed the residents of Phase 1 will park in an enclosed parking garage. Surface parking lots exist throughout the downtown; however, the intent of the ordinance is to not have the street frontages dominated by surface parking lots. This parking lot is screened from South Street by the residential structure and landscaping has been provided along 174th Street.***
3. A four (4) foot wide Variation from Section XII.3.E.4.c of the Legacy Code to allow a 24-foot wide two-way driveway ***at 174th Street*** instead of the maximum 20 feet allowed for a two-lane driveway. ***This Variation is needed in order to make the turning radius for vehicles accessing the loading area from 174th Street. Garbage trucks will be accessing the loading area from this location as well as any delivery vehicles for the commercial uses.***
4. An eight (8) foot wide Variation from Section XII.3.E.4.c of the Legacy Code to allow a 20-foot wide one-lane driveway instead of the maximum 12 feet allowed for a one-lane driveway. ***This Variation is required to meet Fire Department vehicle requirements. This will also be the main entrance for the development and is expected to function as a drop off and pick up area for residents.***
5. A one (1) foot and a five (5) foot front yard Variations from Section XII.2.A.9 (Table 2.A.6) of the Legacy Code to allow a six (6) foot front yard setback on South Street and a ten (10) foot front yard setback on 67th Court where the maximum front yard setback is five (5) feet. ***This Variation is needed in order to maintain the required seven (7) foot wide public sidewalk free of any obstructions. This will allow for the development to have outdoor dining that will not encroach within the public sidewalk.***
6. A two (2) foot side yard Variation from Section XII.2.A.9 (Table 2.A.6) of the Legacy Code to allow a seven (7) foot interior side yard setback where the maximum interior side yard setback is five (5) feet. ***This Variation is requested to accommodate a five (5) foot wide sidewalk on the east side of Phase 2. The sidewalk will provide access to the***

parking garage and rear of the building.

7. A 68 square foot Variation from Section XII.4.E (Table 4.E.1) of the Legacy Code to allow a one-hundred square foot projecting sign where the maximum sign permitted is 32 square feet. ***This variation is requested in order to have a unique projection sign to be located in the northwest corner of the Phase 1 structure, There has been concern expressed by some members of the Commission on whether this sign detracts from the overall character of the project. Additional questions have been raised as to whether the name of the project should be the dominant signage for the project versus signage for the commercial tenants. Issues related to the lighting of the sign have been addressed by the Applicant who states the sign will not be internally illuminated. The Commission is encouraged to continue discussion of the sign.***
8. A Variation from Section XII.4.E (Table 4.E.1) of the Legacy Code to allow a projecting sign to extend past the 2nd floor. ***See discussion for #7 above.***
9. ***A 9% material Variation from Section XII.3.B.7.a to allow for a reduction in the required amount of primary materials to 66% where 75%. This will allow for the use of architectural precast/block on the first floor rather than more brick.***
10. ***A 9% material Variation from Section XII.3.B.7.a to allow up to 34% accent material where the maximum is 25%. This Variation is requested to allow a Hardie panel system on the garage throughout the overall design. The panel system provides a sleek modern impression consistent with the overall architecture of the building.***

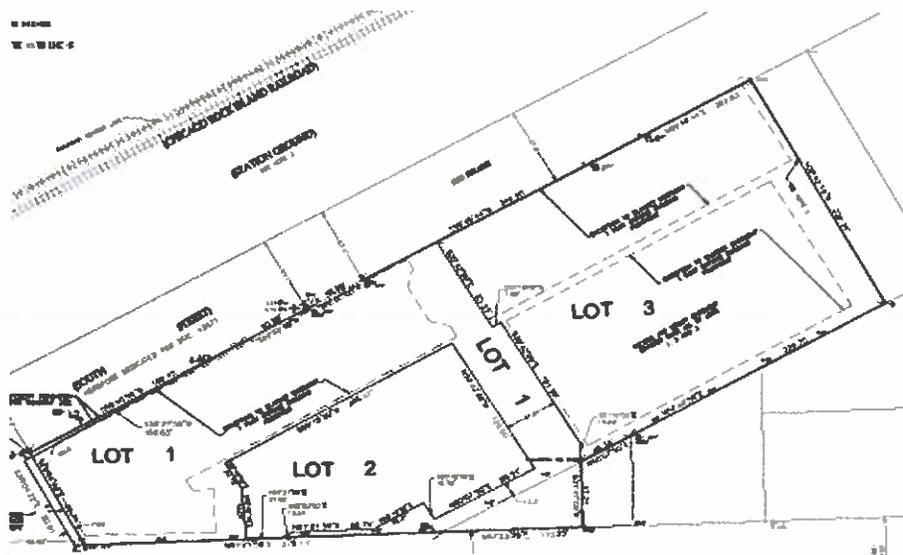
SPECIAL USE PERMIT REQUEST

Section XII.3. A. (Table 3.A.2) of the Legacy Code requires *Accessory Residential Uses* on the Street Level in a mixed-use building be granted a Special Use Permit. *Accessory Residential Uses* are defined as "A use that is subordinate to residential dwelling units which contribute to the comfort and convenience of the dwelling units. These uses may include, but not be limited to; recreational space, laundry facilities, sales/rental offices, and/or parking for the private use of those dwelling units". There are several uses proposed in Phase 1 that are not commercial uses and are considered *Accessory Residential Uses*; therefore they require a Special Use Permit. These include the fitness gym, club room and future business center on the first floor of Phase 1.

Staff is concerned that these *Accessory Residential Uses* are occupying 25% of the prime first floor commercial space. The uses will not be occupied all the time and therefore will look vacant from the street. Understanding that this development is being built in Phases, there is an opportunity to relocate the fitness gym and clubroom proposed in phase 1 to the Phase 2. This would open up more available commercial space on the first floor of phase 1 and keep the amenities in a centralized area. **The Plans have been revised to show the fitness gym and club room being "potentially" located in Phase 2 on the third floor looking out towards the pool area. The project will lose 2 units but can potentially gain 15,000 square feet in retail space. Staff recommends that a condition of the Special Use Permit, the fitness gym and clubroom be relocated to Phase 2. The remaining accessory residential uses (conference room, business center) may remain.**

Open Item #24: Further discuss relocating Phase 1 first floor amenities (fitness gym and club room) to Phase 2 when Phase 2 is constructed. Staff recommends as a condition of the Special Use Permit, the first floor amenities (fitness gym and clubroom) will be relocated to Phase 2.

PRELIMINARY FINAL PLAT APPROVAL

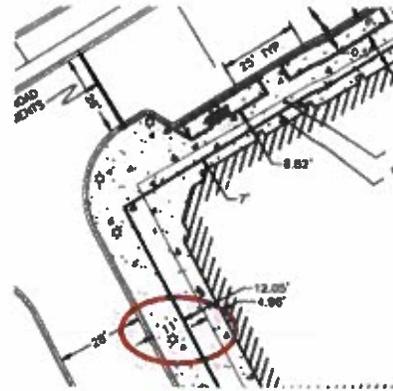
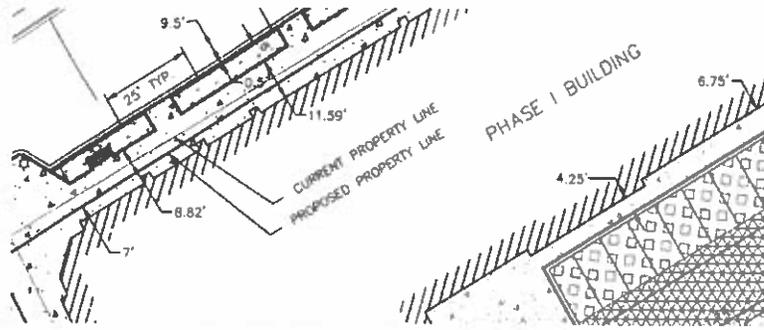


The Applicant proposes to subdivide the 3-acre subject site into three (3) lots. **Section VI of the Subdivision and Development Regulations outlines the procedures for Preliminary and Final Plat approval. The developer is requesting that the Village approves the plats presented as Final. Combing preliminary and final plat is commonly done with smaller development sites such as this. The final plat cannot be recorded until final engineering has been satisfied and the developer has posted the necessary protective covenants which meet the approval of the Village Board. Staff recommends a condition of the Final Plat approval be subject to final engineering.**

Open Item #25: Final Plat Approval. Staff recommends a condition of the Final Plat approval be subject to final engineering.

Lot 1 & 2 will be developed during Phase 1 of the project which include the first mixed-use building the surface parking lot on Lot 2 and the main access drive between the buildings and all the common area. During Phase 1, Lot 3 will remain a vacant lot under the ownership of the Village. Phase 2 of the project will be the construction of the second mixed-use building and underground parking garage on Lot 3. At this time, the Village will take ownership of the surface parking lot on Lot 2. The plat provides appropriate ingress/egress, utility, and drainage easements with the use of a blanket easement. The plat approval will be subject to final engineering.

The Plat proposed dedicating right-of-way to the Village along the frontage of Phase 1. This was requested in order to accommodate a minimum seven (7) foot wide public sidewalk. The area along 67th Court only provides for a total of 11 feet of public right-of-way where code requires a minimum of 13 feet. This item needs to be verified with the engineering department that an eleven (11) foot public right-of-way is adequate instead of the required 13. The goal is to provide enough room for the necessary street improvements and provide enough space for outdoor dining. ***The Village's consulting engineer has determined the R.O.W. width along 67th Court can be reduced from 28' to 26' which would give the Village the necessary 13 feet for future streetscape and sidewalk. This will all be determined during final engineering and will be a condition of Final Plat Approval.***



Open Item #26: Further discuss with the engineer regarding the required right of way along 67th Court should be 11' vs. 13'. **This has been resolved.**

SUMMARY OF OPEN ITEMS

Staff has revised the following open items for discussion at the **Public Hearing:**

Open Item	Response
<p>1. Construction Schedule</p>	<p><i>Time frames are incorporated in the Incentive Agreement. The developer has two (2) years to complete Phase 1 and Phase 2 must start within two (2) years of Phase 1 completion. 1:1 parking ratio for residents will be maintained at all times.</i></p>
<p>2. Designate a Dog Area</p>	<p><i>Dog area is proposed on the far east side of the property adjacent to the future parking garage. Further discussion is needed regarding the lack of a dog area for Phase 1.</i></p>
<p>3. Final Streetscape Plans</p>	<p><i>Staff recommends Site Plan approval be conditioned upon the plans being revised to conform with the Master Streetscape Plan.</i></p>
<p>4. Trash Storage and Pickup</p>	<p><i>Further discussion is needed</i></p>
<p>5. Variation to reduce the standard size of a parking stall.</p>	<p><i>Staff recommends as a condition of the Variation being granted the parking stalls can be reduced from 9'x18' to 8.5' x 16.5' for any stalls above the 165 standard stalls required.</i></p>
<p>6. Lower Level Parking Turnaround</p>	<p><i>Staff recommends a condition of the Site Plan approval to revise the plans to allow for a vehicle to turnaround</i></p>

<p>7. Developer to provide a parking study to support parking needs.</p>	<p>Further discussion needed.</p>
<p>8. Off-Street Parking Concerns</p>	<p>Staff has requested the developer to provide parking data to support their parking needs for their development. Language in the Incentive Agreement has been added to allow a residential tenant to lease parking from the Village's surface parking lot. The project when completed will provided for a total of 181 parking stalls.</p>
<p>9. Removal of 2 parking Stalls off Main Access Drive.</p>	<p>Resolved.</p>
<p>10. Correct sheet A002 to reflect the correct required bike parking counts per code.</p>	<p>Resolved.</p>
<p>11. Variations on building material may need to be requested.</p>	<p>Resolved.</p>
<p>12. Staff questions the use of red awning as a color choice.</p>	<p>Staff is recommending any approval of the red awning include a condition that requires replacement of the awning when it experiences greater than 40% color fade from the original RBG/Pantone color.</p>
<p>13. Staff questions the desirability of the 2nd floor units and their balconies being at grade with the pool deck.</p>	<p>Further discussion needed.</p>
<p>14. There should be a condition on the approval requiring the developer to notify to the tenants that will be occupying the end units of Phase 1 about that they will lose their windows when Phase 2 is constructed.</p>	<p>Resolved.</p>
<p>15. The architect should look at consolidating the recycling rooms into the main trash area.</p>	<p>Resolved.</p>
<p>16. The bricked in window in the recycling rooms should be converted into glass windows.</p>	<p>Staff recommends removing the windows from the elevation noting that it does not negatively affect the overall aesthetics of that façade.</p>
<p>17. Staff questions the need for the internal service corridor proposed in Phase 2.</p>	<p>Further discussion needed.</p>
<p>18. Provide for a unified sign plan.</p>	<p>Submitted.</p>
<p>19. Staff recommends that the main identification signs for the building not be illuminated.</p>	<p>Resolved.</p>
<p>20. Photometric plan will need to be provided with final engineering.</p>	<p>Staff recommends the Site Plan be conditioned upon final approval of the photometric plan, which includes lighting in the surface parking lot in Phase 1.</p>
<p>21. Address the landscaping comments per the Village's landscape review.</p>	<p>Staff recommends a condition of the Site Plan approval, the perimeter landscaping around the gravel lot as</p>

	<i>shown in Phase 1, be constructed in the event Phase 2 is never constructed.</i>
22. Site Plan needs to include a zoning analysis table per the Site Plan requirements.	Resolved.
23. Further discuss relocating Phase 1 first floor amenities (fitness gym and clubroom) to Phase 2 when Phase 2 is constructed.	Staff recommends as a condition of the Special Use, the first floor amenities (fitness gym and clubroom) will be relocated to Phase 2.
25. Final Plat Approval.	Staff recommends a condition of the Final Plat approval be subject to final engineering.
26. Further discuss with the engineer regarding the required right of way along 67th Court should be 11' vs. 13'.	Resolved.

STANDARDS FOR SITE PLAN APPROVAL

Section III.T.2. of the Zoning Ordinance requires that Planning Staff must find that the conditions listed below must be met. Staff will prepare draft responses for these conditions within the next Staff Report.

- a. That the proposed Use is a Permitted Use in the district in which the property is located.
A Mixed-Use Development is permitted in the DC (Downtown Core) Zoning District. The incorporation of residential amenities on the first floor requires a Special Use Permit to be granted.
- b. That the proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses.
The property has been vacant for over ten (10) years with little redevelopment in the immediate area. This development will be the first of its scale in the Downtown. It will be the largest mixed-use building subject to the Legacy Code. Although it is not compatible with the existing single-family homes that abut the property to the south, these properties will most likely redevelop over time. The project is consistent with the vision of the Legacy Plan and Transit Oriented Development (TOD) principals by providing residential density in close proximity to mass transportation. There will be public and private parking constructed as part of this development. The property access, lighting, landscaping will improve the area and are designed to meet the intent of the all Village codes.
- c. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient, and convenient movement of traffic, not only within the site but on adjacent roadways as well.
The proposed site layout provides access to South Street and 174th Street. All adjacent roadways will be reconstructed and provide for new sidewalks that currently do not exist today. There will be a public surface parking lot with 64 parking stalls and a private parking garage with 181 parking stalls for the new residents occupying the apartments.
- d. That the Site Plan provides for the safe movement of pedestrians within the site.
The plan provides seven-foot (7') wide public sidewalks along South Street and 67th Court and six (6) foot sidewalks along 174th Street. Within the site, there center drive aisle with a five (5) foot sidewalk that provides access at the east end of the property. There are also sidewalks at the rear of the commercial areas in Phase 1 to accommodate pedestrian traffic from the parking area.
- e. That there is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land

uses and will provide a pleasing appearance to the public; any part of the Site Plan area not used for buildings, structures, parking, or access-ways shall be landscaped with a mixture of grass, trees, and shrubs.

A Landscape Plan has been submitted that meets the Ordinance requirements. A Streetscape Master Plan has been commissioned by the Village and once approved will be incorporated into the Boulevards Landscape Plan. The plan provides for a significant amount of landscaping within the Streetscape of South Street, 174th Street and 67th Court. A 14' buffer yard is provided behind the parking garage in Phase 2 along with landscaping within the surface parking lot. The proposed landscaping will be an improvement to what is there now.

- f. That all outdoor trash storage areas are adequately screened.
The outdoor trash is located in the interior of the buildings. The trash is wholly enclosed in Phase 1 adjacent to the loading dock area. Staff has concerns regarding how the garbage will be removed from Phase 2 interior trash area. The Architect stated the garbage will be rolled out to the interior curb area just outside the entrance to the parking deck. There does not appear to be adequate room in this area that does not encumber traffic. Staff also questions the garbage pickup schedule and if several times a week may prove to be unsightly.

ADDITIONAL LEGACY CODE STANDARDS

In addition to any other specific standards set forth herein the Plan Commission shall not recommend a Special Use, variance, appeal, or map amendment from the regulations of this ordinance unless it shall have made findings of fact, based upon evidence presented to it, in each specific case that:

- a. The proposed improvement meets the Legacy Plan and its Principles, as presented in Section 1.A-B: Purpose and Intent, of this ordinance;
The Legacy Plan specifically calls for maximizing the number of people living within walking distance of the train station. The project will have the potential to bring at a minimum 165 new residents to the downtown. The proposed 29,853 square feet of new commercial storefronts and overall site design are in conformance with the goal of having a walkable downtown with a strong economic center.
- b. The new improvement is compatible with uses already developed or planned in this district and will not exercise undue detrimental influences upon surrounding properties;
The mixed-use building is permitted and is compatible with the retail and service uses existing and expected in the downtown.
- c. Any improvement meets the architectural standards set forth in the Legacy Code.
The two (2) buildings provides for a consistent style of architecture. The first floor retail storefront provides for varying materials with the use canvas and metal awnings, gooseneck light fixtures, and recessed doorways. The upper floors utilize balconies and a mixture of brick and hardie panel siding to to create interest. There is a rounded corner feature that creates a signature architectural feature at the prominent southeast corner of South Street and 67th Court. There is an archway that will bridge Phase 1 and Phase 2 that provides for a unique access to the parking areas behind the building and provides a break in the long expanse of the building's façade. Along the front façade there are enclaves for future outdoor dining opportunities that also help to provide some visual breaks in the façade; the Legacy Plan encourages this type of façade treatment as part of the Permitted Private Frontages for this District. Each of the residential units will have balconies; some are recessed into the unit while others extend out from the wall. The commercial units will have either a metal or red canvas awning projecting five (5) feet out.

- d. The improvement will have the effect of protecting and enhancing the economic development of the Legacy Plan area.

The proposed improvements will provide new retail space that meets the needs of retailers. The Village will be able to attract commercial uses that will serve residents of the project, the community and beyond, thereby contributing to the economic health of the downtown area.

STANDARDS FOR A VARIATION

Section X.G.4. of the Zoning Ordinance states the Plan Commission shall not recommend a Variation of the regulations of the Zoning Ordinance unless it shall have made Findings of Fact, based upon the evidence presented for each of the Standards for Variations listed below. The Plan Commission must provide findings for the first three standards; the remaining standards are provided to help the Plan Commission further analyze the request. Staff will prepare draft responses for the Findings of Fact within the next Staff Report.

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
The Variation to reduce the square footage of a one-bedroom apartment is needed to compete with the existing market. However, the property has built in additional residential amenities such as fitness gym, pool, bike storage, individual storage units on each floor and a club room with kitchen, that make up for the loss in square footage of the apartment size.
2. The plight of the owner is due to unique circumstances.
The building plan and concept are unique to the property. This project has evolved with substantial input from the Village Staff. These variances are necessary to comply with the Village's requirement for indoor parking and to allow for a unique building with contrast which can be facilitated by the use of different materials.
3. The Variation, if granted, will not alter the essential character of the locality.
The project as a whole is being presented as one unified development. The developer is bringing forth a modern design that meets the intent of the Legacy Plan. The developer is working on a constrained site and trying to build a product that is comparable in size and price to existing mixed-used developments in the region. The project itself is going to transform the image of the downtown. This will be the first large-scale, mixed-use development that will be the catalyst for redevelopment in the downtown.
4. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:
 - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
There are constraints with the ability to adjust the building and roadways because there is existing R.O.W. on the north side of South Street that is forcing some of the design on this property.
 - b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
 - c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;

The developer has been working for over ten (10) years to develop this property. The general concept has been which is to provide a mixed-use development in the downtown. One of the concerns the developer has is the ability to fill the commercial lease spaces on the first floor. This is their main argument to grant a Variation for a large projection sign on the building. The developer wants to create a visual landmark for the building, which will make it visible from the Oak Park Avenue.

- d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
Several properties were accquired in order to make this development feasible. There are not many large parcels in the downtown which can make it difficult to meet all zoning requirements and the intent of redeveloping the downtown.
- e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
The redevelopment of this property will meet all building codes and Village requirements. It is the hopes of Staff this site once constructed will spur new development in the area.
- f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.
The project will be adding 165 new residential units to the area. Although parking is always a concern with any new development, the goal of the downtown is to increase the amount of residents living in the downtown within walking distance of the retailers and train station. A parking garage will be constructed which will accommodate a total of 181 vehicles. The desire to build a mixed-use development in downtown is due to the proximity to the train station. It is the developer's belief that a portion of their tenants will not have vehicles.

STANDARDS FOR A SPECIAL USE PERMIT

Section X.J.5. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission. The Plan Commission is encouraged to consider these standards (listed below) when analyzing a Special Use request. Staff will provide draft Findings in the Staff Report for the Public Hearing.

X.J.5. Standards: No Special Use shall be recommended by the Plan Commission unless said Commission shall find:

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
The incorporation of the residential amenities (fitness gym, club room with kitchen, conference room, and leasing office will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The uses are incorporated with the overall design of the first floor lobby area and will built to meet all building codes.
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
The inclusion of residential uses on the first floor will not be injurious to the use and enjoyment of other properties in the immediate vicinity. There is a train station across the street and a mix of commercial and residential uses surrounding the property.

- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
Having some residential amenities on the first floor will not impede the normal development of the downtown, however these uses will not provide the necessary sales tax the Community is hoping to achieve with redevelopment in the downtown.
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
As part of this development, the developer will be reconstructing all the adjacent roadways the site abuts. The new regional pond, which was established out on the Panduit Site, is providing the necessary stormwater management that normally would have been required. Volume control measures are being installed within the surface parking lot of Phase 1 to address any additional drainage issues.
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
The residential amenities will only be accessed from the interior lobby area of Phase 1. Since these areas will only be utilized by the residents living in the apartments, there will not be any issues of increased traffic on the public streets to accommodate these uses.
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.
The DC (Downtown Core) District for this area requires first floor commercial retail. The accessory residential uses are permitted with the granting of a Special Use Permit.
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
The DC (Downtown Core) District requires that commercial uses be on the first floor. This development will be reducing the available retail space on South Street by allowing residential amenities on the first floor in Phase 1. Staff is concerned that from the street view, these "store fronts" will be vacant most of the time. The residential amenities will not draw people to this area to shop.

It is also important to recognize that a Special Use Permit does not run with the land and instead the Special Use Permit is tied to the Petitioner. This is different from a process such as a variance, since a variance will forever apply to the property to which it is granted. Staff encourages the Plan Commission to refer to Section X.J.6. to examine the conditions where a Special Use Permit will expire.

MOTIONS TO CONSIDER

If the Plan Commission wishes to make a motion, the following motions are written in the affirmative for the Commission's consideration:

Motion 1: "...make a motion to grant the Petitioner, David Sosin, on behalf of South Street Development, LLC, Site Plan Approval at the property located at 6701-6755 W. South Street in accordance with the plans submitted and listed herein subject to the following conditions:

- 1) **A minimum of 1:1 parking will be provided on site throughout the construction process.**
- 2) **The developer will obtain the necessary construction easements from the Village for the use of their property during construction.**
- 3) **The eastern surface parking lot illustrated in Phase 1 will be constructed per Village's standards in the event the developer does not commence construction of Phase 2.**
- 4) **The final design of the dog run in Phase 2 will be reviewed by staff prior to construction.**
- 5) **The final landscape plans will be subject to the final Streetscape Plans approved by the Village.**
- 6) **If additional parking spaces are needed for the residential units, the residential tenants may lease spaces from the Village's public surface parking lot.**
- 7) **The final number of bike racks and locations will be subject to the final Streetscape Plan approved by the Village.**
- 8) **The owner will be required to replace any red awning when it experiences greater than 40% color fade from the original CBG/Pantone color.**
- 9) **Final approval of the photometric plan will include lighting in the surface parking lot in Phase 1.**
- 10) **The perimeter landscaping around the gravel lot as shown in Phase 1, must be installed in the event Phase 2 is not started within two (2) years of Phase 1 completion.**

[any conditions that the Commissioners would like to add]

Motion 2: "...make a motion to recommend that the Village Board grant a Special Use Permit to the Petitioner, David Sosin, on behalf of South Street Development, LLC, the following Special Use Permit at the property located at 6701-6755 W. South Street in accordance with the plans submitted and listed herein and adopt Findings of Fact submitted by the Applicant and as proposed by Village Staff, and as may be amended by the Plan Commission at this meeting.

1. **A Special Use Permit from Section XII.3. A. (Table 3.A.2) of the Legacy Code requires Accessory Residential Uses on the Street Level in a mixed-use building be granted a Special Use Permit. subject to the following conditions:**
 - (a) **The first floor amenities (fitness gym and clubroom) will be relocated to Phase 2.**

Motion 3: "...make a motion to recommend that the Village Board grant a Variation to the Petitioner, Petitioner, David Sosin, on behalf of South Street Development, LLC,, the following Variations at the property located at 6701-6755 W. South Street in accordance with the plans submitted and listed herein and adopt Findings of Fact submitted by the Applicant and as proposed by Village Staff, and as may be amended by the Plan Commission at this meeting.

1. **A 70 square foot Variation from Section V.C.2 of the Zoning Code to allow a 730 square foot one-bedroom apartment where the minimum useable floor area for a one-bedroom apartment is 800 square feet.**
2. **A residential parking Variation from Section XII.3.C.d. of the Legacy Code which requires parking for residential uses to not be open to the sky to allow for the development in Phase 1 to have an open to the sky parking lot for the residential uses.**

3. A four (4) foot wide Variation from Section XII.3.E.4.c of the Legacy Code to allow a 24-foot wide two-way driveway instead of the maximum 20 feet allowed for a two-lane driveway.
4. An eight (8) foot wide Variation from Section XII.3.E.4.c of the Legacy Code to allow a 20-foot wide one-lane driveway instead of the maximum 12 feet allowed for a one-lane driveway.
5. A one (1) foot and a five (5) foot front yard Variations from Section XII.2.A.9 (Table 2.A.6) of the Legacy Code to allow a six (6) foot front yard setback on South Street and a ten (10) foot front yard setback on 67th Court where the maximum front yard setback is five (5) feet.
6. A two (2) foot side yard Variation from Section XII.2.A.9 (Table 2.A.6) of the Legacy Code to allow a seven (7) foot interior side yard setback where the maximum interior side yard setback is five (5) feet.
7. A 68 square foot Variation from Section XII.4.E (Table 4.E.1) of the Legacy Code to allow a one-hundred square foot projecting sign where the maximum sign permitted is 32 square feet.
8. A Variation from Section XII.4.E (Table 4.E.1) of the Legacy Code to allow a projecting sign to extend past the 2nd floor.
9. A 2 foot Variation from Section XII.3.C.4 to allow a 8.5' X 16.5' parking stall in the parking garage for compact cars stall instead of the required nine 9'x18' with the condition that the parking stalls only can be reduced for any stalls above the 165 standard stalls required.
10. A 9.3% material Variation from Section XII.3.B.7.a to reduce the percentage of primary materials on the external elevations to allow for 65% where 75% is required in order to accommodate the use of architectural precast/block on the first floor.
11. A 9.3% material Variation from Section XII.3.B.7.a to allow up to 34.3% accent material where the maximum is 25%.

[any conditions that the Commissioners would like to add]

Motion 4: "...make a motion to grant the Petitioner, David Sosin, on behalf of South Street Development, LLC, Final Plat Approval at the property located at 6701-6755 W. South Street in accordance with the plat submitted and listed herein subject to the following conditions:

1. **Final Plat is subject to Final Engineering.**

[any conditions that the Commissioners would like to add]

Exhibit A

History of Public Meeting for "South Street" Project
6701-55 W. South Street

- November 15, 2007- Tinley Park Long Range Plan Commission (LRPC) discussed a Concept Plan for The Promenade Development-South Street.
- November 29, 2007- LRPC considered a project presentation for the Promenade-South Street for the purpose of gathering information prior to considering a recommendation to the Village Board for Concept Plan Approval for a P.U.D.
- January 3, 2008- Work Session was conducted in order to further discuss the details of the project.
- May 15, 2008- LRPC reviewed the Concept Plan for a P.U.D.
- May 27, 2008- Work session with LRPC.
- June 5, 2008- LRPC reviewed the Concept Plan for a P.U.D.
- June 17, 2008- The Village Board approved the Concept Plan at their meeting.
- December 2, 2008- Finance & Economic Development Committee discussed amended incentive request for the Promenade- South Street.
- February 5, 2009- LRPC reviewed Preliminary P.U.D. plans for Promenade Development-South Street.
- March 12, 2009- A work session was held.
- March 19, 2009- LRPC held Public hearing for Preliminary P.U.D. approval.
- April 2, 2009- LRPC held 2nd Public hearing for Preliminary P.U.D. and recommended approval for a development comprised of one 12-unit mixed use building, one 11-unit mixed used building, and two 4-unit multiple family buildings in the H-1 Historic Zoning District.
- May 17, 2012- Plan Commission holds workshop for the Boulevard at Central Station-South Street for site plan approval with variations.
- June 7, 2012- Plan Commission held Public Hearing for Site Plan Approval with Variations.
- July 17, 2012- Village Board adopts Ordinance 2012-O-027 granting variations to the Boulevard at Central Station.

LIST OF REVIEWED PLANS

A000	COVER SHEET	KD	8.24.18
A001	TABLE OF CONTENTS	KD	8.24.18
A002	BUILDING TABLES	KD	8.24.18
CIVIL SET			
1	SITE PLAN-PHASE 1	ME	7.16.18
2	SITE PLAN-PHASE 2	ME	7.16.18
3	UTILITY PLAN	ME	7.16.18
4	GRADING PLAN PHASE 1	ME	7.16.18
5	GRADING PLAN PHASE 2	ME	7.16.18
ARCHITECTURAL SET			
A101	OVERALL FIRST FLOOR BUILDING PLAN	KD	7.17.18
A101A	PHASE 1 FIRST FLOOR BUILDING PLAN	KD	7.17.18
A101B	PHASE 2 FIRST FLOOR BUILDING PLAN (PARTIAL)	KD	7.17.18
A101C	PHASE 2 FIRST FLOOR BUILDING PLAN (PARTIAL)	KD	8.24.18
A101D	PHASE 2 LOWER FLOOR PARKING PLAN	KD	8.24.18
A101 E	PHASE 2 UPPER FLOOR PARKING PLAN	KD	8.24.18
A102	OVERALL SECOND FLOOR BUILDING PLAN	KD	7.17.18
A102A	PHASE 1 SECOND FLOOR BUILDING PLAN	KD	7.17.18
A102B	PHASE 2 SECOND FLOOR BUILDING PLAN (PARTIAL)	KD	7.17.18
A102C	PHASE 2 SECOND FLOOR BUILDING PLAN (PARTIAL)	KD	7.17.18
A103	OVERALL THIRD FLOOR BUILDING PLAN	KD	7.17.18
A103A	PHASE 1 THIRD FLOOR BUILDING PLAN	KD	7.17.18
A103B	PHASE 2 THIRD FLOOR BUILDING PLAN (PARTIAL)	KD	8.24.18
A103C	PHASE 2 THIRD FLOOR BUILDING PLAN (PARTIAL)	KD	7.17.18
A104	OVERALL FOURTH FLOOR BUILDING PLAN	KD	7.17.18
A104A	PHASE 1 FOURTH FLOOR BUILDING PLAN (PARTIAL)	KD	7.17.18
A104B	PHASE 2 FOURTH FLOOR BUILDING PLAN (PARTIAL)	KD	7.17.18
A104C	PHASE 2 FOURTH FLOOR BUILDING PLAN (PARTIAL)	KD	7.17.18
A105	OVERALL ROOF PLAN	KD	7.17.18
A105A	PHASE 1 ROOF PLAN	KD	7.17.18
A105B	PHASE 2 ROOF PLAN (PARTIAL)	KD	7.17.18
A105C	PHASE 2 ROOF PLAN (PARTIAL)	KD	7.17.18
A300	OVERALL SOUTH STREET ELEVATION & SIGNAGE INFORMATION	KD	8.24.18
A300-R	COLORED OVERALL SOUTH STREET ELEVATION	KD	7.17.18
A301	PHASE 1 SOUTH, 64 TH , BREEZEWAY ELEVATIONS	KD	7.17.18
A301-R	COLORED PHASE 1, 64 TH , BREEZEWAY ELEVATIONS	KD	8.24.18
A301A	PHASE 1, 174 TH , COURTYARD ELEVATIONS	KD	7.17.18
A301A-R	COLORED PHASE 1 174 TH , COURTYARD ELEVATIONS	KD	8.24.18
A302	PHASE 2 SOUTH, EAST ELEVATIONS	KD	7.17.18
A302-R	COLORED PHASE 2 SOUTH ELEVATIONS	KD	8.24.18
A302A	PHASE 2 SOUTH, EAST ELEVATIONS	KD	7.17.18
A302A-R	COLORED PHASE 2 SOUTH, EAST ELEVATIONS	KD	8.24.18
A302B	PHASE 2 POOL, COURTYARD ELEVATIONS	KD	7.17.18
A302B-R	COLORED PHASE 2 POOL, COURTYARD ELEVATIONS	KD	7.17.18
A310-R	3D COLORED RENDERINGS	KD	8.24.18

A311-R	3D COLORED RENDERINGS	KD	8.24.18
A312-R	3D COLORED RENDERINGS	KD	8.24.18
A401	Unit Floor Plans	KD	8.24.18
A402	Unit Floor Plans	KD	8.24.18
A900	EXTERIOR IMAGES	KD	7.17.18
A901	AMENITIES MOOD IMAGES	KD	7.17.18
A902	AMENITIES MOOD IMAGES	KD	7.17.18
A910	PRODUCTS SAMPLES	KD	7.17.18
PHOTOMETRIC			
LT100	SITE LIGHTING CALC.	KD	7.17.18
LANDSCAPE SET			
LS-1	OVERALL KEY PLAN	KD	7.17.18
LS-2	LANDSCAPE PLAN	KD	7.17.18
LS-3	LANDSCAPE PLAN	KD	7.17.18
LS-4	LANDSCAPE PLAN	KD	7.17.18
LS-5	LANDSCAPE PLAN	KD	7.17.18
LS-6	LANDSCAPE PLAN	KD	7.17.18
LS-7	LANDSCAPE DETAILS	KD	7.17.18
LS-8	LANDSCAPE PLAN-PHASE 1	KD	7.17.18
LS-9	LANDSCAPE PLAN-PHASE 2	KD	7.17.18
LS-10	ROOFTOP POOL PLAN	KD	7.17.18
PRELIMINARY PLAT OF SUBDIVISION			
SHEET 1-3	PRELIMINARY PLAT OF SUBDIVISION	ME	7.18.18
	PHASE II SUBSURFACE INVESTIGATION REPORT	PES	11.10.15
	Unified Sign Plan	DS	8.30.18
	Residential Lease Draft	DS	8.30.18
	Commercial Lease Draft	DS	8.30.18
	KD= KUO DIEDRICH		
	ME= MCBRIDE ENGINEERING		
	PES= PARTNER ENGINEERING & SCIENCE, INC		
	DS= David Sosin, Attorney		

RESPONSE TO OPEN ITEMS *(From Design Team 8/27/18)*

Staff identified the following open items for discussion at the workshop:

1. ***Developer is to submit a construction schedule for the development.
2 years phase 1 and phase 2 to start within 2 years of phase 1 completion (From DS)***

2. ***Final Streetscape plans for this area are in the process of being designed.
Pending Village Streetscape guidelines***

3. ***Staff has raised parking concerns with the loss of the existing gravel lot where 90-100 Metro commuters will be displaced.***

A response will come from DS/BH regarding overall parking outlook.

Design team has been able to increase the parking deck count to 181 cars, including required handicap spaces (see revised deck plans). This raised the parking count on site to 245 cars, which is a ratio of 1.48 to the apartments. In addition, the developer has agreed to include EV charging stations and is considering shared vehicle parking spaces (i.e. Zipcar). Design team also recommends that the Village consider using some of the space designated for parallel parking on South Street as short term loading zones for ride share programs like Uber and Lyft.

4. ***Staff recommend the removal of 2 parking spaces at the southern end of the surface parking lot be placed as a condition of approval for the Site Plan.***

This revision was made and resubmitted on sheet C1. Landscape plan will be updated to reflect that.

5. ***Correct sheet A002 to reflect the correct bike parking counts.***

This is a typo. It has been updated and re-issued

6. ***Additional Variations on building material may need to be requested.***

It is understood that architectural precast block is not considered a primary building material and will therefore require a variation. If not approved, the change would be to use brick instead of the architectural precast. A variation is required either to reduce the required minimum "primary materials" to 65% or to allow architectural precast as a primary material. If allowed as a primary material, the facades are nearly 100% primary.

7. ***Staff questions the use of red awning as a color choice.***

As we have discussed before, we feel the need to have some color variation and the developer has agreed to maintain the canopies and replace when needed. Metal canopies are black.

- 8. Staff questions the desirability of the 2nd floor units and their balconies being at grade with the pool deck.**

Client disagrees. A roofscape has been designed that creates a landscape buffer. See LS-10. Mark D. will have additional slides to illustrate the look and feel at the hearing.

- 9. There should be a condition on the approval requiring the developer to disclaim to the tenants that will be occupying the end units of Phase 1 that when Phase 2 is constructed, they will lose their existing windows.**

Owner/D.Sosin will respond to this

- 10. The architect should look at consolidating the recycling rooms into the main trash area.**

Drawings 103B has been updated to illustrate how recycling and trash can be consolidated and the recycling room at the end of the hall was eliminated.

- 11. The bricked in window in the recycling windows should be converted into glass windows.**

This window has been added. Note that final design will be the result of further development of the unit plans if approved to proceed.

- 12. The site needs to provide a designated outdoor area for dogs.**

A dog run has been added to the east end of the property.

- 13. Staff questions the need for the internal service corridor proposed in Phase 2.**

Staff previously recommended it. We have expanded the end commercial unit so that all units have access to the corridor. We have investigated integrating the parking deck and commercial units instead of spacing them. It will require further development of the design to determine if it is the best solution since that space currently houses a large meter bank that will be difficult to relocate to another back of house area. Further study of fire rated enclosures will also be required in order to make it happen.

14. Provide for a unified sign plan.

Signage plan on A300 has been updated. The unified sign plan will be provided by the developer.

15. Staff recommends that the main identification signs for the building are not illuminated.

We propose that they are only illuminated by building façade lighting and will not be self-illuminated. This has been clarified on A300 and illustrated on the night rendering of the corner.

16. A final photometric plan will need to be provided with final engineering.

Agreed. A final photometric plan will be provided prior to issuance of permit. Design team will need information on the streetscape guidelines for light poles in along the street and in the parking lot that will be owned by the Village.

17. Address the landscaping comments per the Village's landscape review.

Pending completion of the Village Streetscape Guidelines

18. Site Plan needs to include a zoning analysis table per the Site Plan requirements.

This has been provided on A100

19. Further discuss relocating Phase 1 first floor amenities (fitness gym and club room) to Phase 2 when Phase 2 is constructed.

We have identified a location on the second floor that may be used if demand for commercial space at the street level proves to be high. The project would lose 2 units if the developer determines that market demand warrants the change..

20. Further discuss with the engineer regarding the required right of way along 67'h Court should be 11' vs 13'
McBride is in discussion with the Village.

Additional notes from team meeting on 8/22:

- 1. Typical unit plans have been provided in Sheets A401 & A402 at 1/8" scale*
- 2. The parking matrix on A100 has been updated to provide more information on handicap parking and a refined parking count that provides some additional spaces.*

Ken Shaw Comments:

- 1. West Corner/Façade design: The design team has revised and refined the corner*

design to make several enhancements to contribute to a more timeless design, including:

- a. Making the face of balconies deeper*
 - b. Adding vertical trim elements*
 - c. Enhancing the cornice design*
 - d. Adding more masonry detail, such as a medallion*
 - e. Adding trim at the curved balcony walls*
 - f. Adding light fixtures*
 - g. Refining the sign design and providing a better illustration of what it will look like.*
 - h. We have also provided both a daytime and evening rendering.*
- 2. Phased Development: DS and BH will respond to the need for phasing (primarily financial)*
 - 3. Traffic: The design team agrees that this development will and should bring additional traffic. A plan should be developed that includes provisions on the streetscape for temporary loading zones for Uber and Lift, alternative means of transportation such as electric bikes and scooters, and space to accommodate bicycles and parking.*
 - 4. Awnings: Sounds like he is OK with red*
 - 5. Charging Stations: These have been added to the parking deck. We will work with the Village to add them to the surface lot that will be Village owned*
 - 6. Solar and LEED: This building will be more energy efficient and conserve more resources than any before it due to building code requirements that have developed in recent years. The developer will investigate the financial case for solar panels.*
 - 7. Condo conversion: BH/DS to address this comment.*



**MINUTES OF THE REGULAR MEETING OF THE
PLAN COMMISSION, VILLAGE OF TINLEY PARK,
COOK AND WILL COUNTIES, ILLINOIS**

AUGUST 16, 2018

The Regular Meeting of the Plan Commission was held in the Council Chambers of Village Hall on August 16, 2018 at 7:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Plan Commissioners: Tim Stanton, Acting Chairman
Eduardo Mani
Angela Gatto
Stephen Vick
MaryAnn Aitchison

Absent Plan Commissioner(s): Ken Shaw
Lucas Engel
Garrett Gray
Chuck Augustyniak

Village Officials and Staff: Paula Wallrich, Community Development Director
Kimberly Clarke, Planning Manager
Dan Ritter, Senior Planner
Barbara Bennett, Commission Secretary

Guest(s): Neal Hummitsch, Robert Hansen, Mary McBride, Mark Diedrich, David Sosin, Dan McMillan

CALL TO ORDER

PLAN COMMISSION ACTING CHAIRMAN STANTON called to order the Regular Meeting of the Plan Commission for August 16, 2018 at 7:00 p.m.

COMMUNICATIONS

None at this time

APPROVAL OF MINUTES

Minutes of the August 2, 2018 Regular Meeting of the Plan Commission were presented for approval. A Motion was made by COMMISSIONER VICK, seconded by COMMISSIONER AITCHISON, to approve the Minutes as presented. The Motion was approved by voice call. ACTING CHAIRMAN STANTON declared the Motion approved as presented.

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES
FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION
SUBJECT: MINUTES OF THE AUGUST 16, 2018 REGULAR MEETING

**Item #1 PUBLIC HEARING: SIP WINE BAR – 17424 OAK PARK AVENUE
SITE PLAN APPROVAL AND VARIATIONS**

Consider granting Site Plan Approval and recommending that the Village Board grant the Petitioner, Neal Hummitsch of SIP Wine Bar, Variations from the Legacy Code to modify an existing building and construct an addition with commercial space and a 1,100 square apartment on the property located at 17424 Oak Park Avenue in the DC (Downtown Core) Zoning District.

Present were the following:

Plan Commissioners: Tim Stanton, Acting Chairman
Eduardo Mani
Angela Gatto
Stephen Vick
MaryAnn Aitchison

Absent Plan Commissioner(s): Ken Shaw
Lucas Engel
Garrett Gray
Chuck Augustyniak

Village Officials and Staff: Paula Wallrich, Community Development Director
Kimberly Clarke, Planning Manager
Dan Ritter, Senior Planner
Barbara Bennett, Commission Secretary

Guest(s): Neal Hummitsch

A Motion was made by COMMISSIONER MANI, seconded by COMMISSIONER GATTO to open the Public Hearing for SIP WINE BAR – 17424 Oak Park Avenue, Site Plan Approval with a Variation. The Motion was approved by voice call. ACTING CHAIRMAN STANTON declared the Motion approved.

ACTING CHAIRMAN STANTON noted that Village Staff provided confirmation that appropriate notice regarding the Public Hearing was published in the local newspaper in accordance with State law and Village requirements.

ACTING CHAIRMAN STANTON requested anyone present in the audience, who wished to give testimony, comment, engage in cross-examination or ask questions during the Hearing stand and be sworn in.

Dan Ritter, Senior Planner noted this is a request for approval of a Site Plan with Variations from the Legacy Code that are required to permit a building addition to match the existing non-conforming and historic home. There are several Variations required to bring this project into conformance. The Petitioner's intent is to retain the historic and residential character of

the home and site. The Variations will allow the Petitioner to construct an addition for commercial space with a second-floor 1,100 square foot apartment.

The existing site is a single building along with a small parking area at the rear of the property. The original house was constructed in 1893 and is referred to as the Dini Home. The home was listed in the Legacy Plan as historically significant due to its age, architectural character and Victorian style. The Legacy Plan also calls for preserving, rehabbing and strengthening existing historic structures within the downtown. There is a 1,900 square foot addition that was put on in 1993 which is not considered historical. The addition has a similar roof style and similar material as the original home. The building was most recently occupied by the Attic Door. Recently the subject property was re-subdivided along with a number of adjacent properties to the south due to incorrect lot line surveys. The property is now a single parcel rather than two parcels.

The site is in the Legacy District and zoned DC (Downtown Core). The property to the south is Mickey's, to the east is Citi Bank and to the north is the Historic Vogt Building which is the future Banging Gavel Brewery. To the west is a drive aisle and parking lot currently owned by the Village that also allows access to residential garages that are part of the adjacent condo building, these sites are zoned R-4 (Single Family Residential) and not in the Legacy District.

The proposed use of the building will be for SIP, a self-service wine bar and restaurant that includes a full kitchen and food service. There will be indoor seating, a standing room only area and two outdoor patios, a small one in the front and a larger one in the back. There will be a 1,100 square foot apartment on the second floor which is over the minimum square footage of 800 square feet. The apartment will have a small private patio area at the rear of the unit. Access to the unit will be at the rear of the property by a private stairwell.

There will be a two-story addition to the south side of the existing building that will include a partial basement to be used by the kitchen of the restaurant for storage. The large patio in the back will have a metal roof and columns similar to the design of the front patio. The front patio will be enclosed with a three to four foot wrought iron fence and landscaping to separate the patio from the public sidewalk. The rear patio will be enclosed by a knee wall and landscaping. The proposed site plan creates more usable commercial space on the property without completely eliminating parking, landscaping or altering the historical and architectural character of the property.

The first Open Item which was addressed in the Workshop was to revise the plans to show the correct setback on the south side property line between Mickey's parking and the building. They have adjusted the site plan to show the appropriate parking lot and property line setbacks on the south side of the lot. The two parking spaces on the north side of the building were also altered to be a parallel space. The Plat of Easement to permit alley access was reviewed and has been attached to the plans.

Landscaping has been added to several locations on the property. Typically two (2) street trees are required, but staff has recommended only one (1) tree due to the drive aisles, a light, and visibility. It is likely the trees located on Mickey's site will likely die to the construction and the Petitioner has agreed to contact that owner and replace these trees if necessary.

The architecture is proposed to closely mirror the historical design and residential character of the original Dini Home. This is viewed as a Heritage Site in regards to simply modifying the site to come closer in conformance. Many of the Variations are a result of the Petitioner's and Staff's desire to maintain the integrity of the historical home.

The proposed building additions will utilize fiber cement Hardie Board siding as required by the Legacy Code. If there is a need for replacement of the vinyl siding in the future on the existing building, Hardie Board will be used. A condition requiring the use of identical color and style of fiber cement siding is recommended to ensure this is a clear requirement going forward. Mr. Ritter showed images of updated front, rear and side elevations of the building showing the removal of the previous fake windows.

A wall sign is proposed on two (2) elevations which are flat mounted or projecting signs. There is a single faced monument sign proposed at the north entrance. This will require a Variance due to the curb cut and not being able to place the sign a

full ten feet (10) from the property line and drive aisle. Staff has concerns about the front wall sign covering up an architectural detail on the building. The Plan Commission at the Workshop noted this was acceptable due to the character of the existing property. The lighting is in compliance with the Legacy Code.

No parking for street-level commercial is required. There is one parking space required for the residential apartment. The current plan proposes four (4) parking spaces on the site. If and when the alley is constructed, three (3) of the parking spaces will be removed. The property also has public parking surrounding it that will likely be shared by customers and employees to use. Proposed parking is sufficient based on the uses and location of the development in the Downtown Core. The Petitioner has met with the owner of the future Banging Gavel and the police department regarding some type of shuttle service to be offered.

List of Required Variations from the Legacy Code:

1. Section 2.A.7 to permit a minimum public frontage buffer width of three feet (3') instead of the minimum of six feet (6').
The public frontage is proposed as it exists today and is consistent with the existing frontage and alignment of public improvements throughout the block. Requiring an increase to the public frontage would require land dedication that could make outdoor dining and commercial use of the site less feasible.
2. Section 2.A.8 to permit a private frontage design other than the frontages permitted in Table 2.A.5.
The private frontage is proposed to tie into the existing setback and design of the site. Changes in the private site frontage would not preserve and would likely detract from the historical significance and residential character of the site based upon its age (ca. 1893) and Victorian architectural style.
3. Section 2.A.9 to permit an addition to be two (2) stories instead of the minimum three (3) stories.
The new addition will tie in with the existing homes height and architectural design. The original structure was a residential home with historical significance due to its age (ca. 1893) and Victorian style architecture. The proposed addition and site changes have been designed in keeping with that original historical and residential design.
4. Section 2.A.9 to permit a front yard setback of fourteen feet two inches (14' 2") instead of the maximum five feet (5').
The private frontage is proposed to tie into the existing setback and design of the site. The original structure was a residential home with historical significance due to its age (ca. 1893) and Victorian style architecture. The proposed addition and site changes have been designed in keeping with that original historical and residential design.
5. Section 2.A.9 to permit a north side yard setback of ten feet (10') instead of the maximum five feet (5').
The private frontage is proposed to tie into the existing setback and design of the site. The original structure was a residential home with historical significance due to its age (ca. 1893) and Victorian style architecture. The proposed addition and site changes have been designed in keeping with that original historical and residential design. Placing an addition on the home to meet a setback would detract from its historical integrity.
6. Section 3.B.6.a to permit the transparency of a ground-level street facing façade of a commercial space to be less than 60%.
The private frontage is proposed to tie into the existing setback and design of the site. The original structure was a residential home with historical significance due to its age (ca. 1893) and Victorian style architecture. The proposed addition and site changes have been designed in keeping with that original historical and residential design. The window locations and design will match the existing windows and keep a residential feel to the property.
7. Section 3.B.6.b to permit the maximum height of the top of the window sills to be greater than 30" above the adjacent sidewalk.

The private frontage is proposed to tie into the existing setback and design of the site. The original structure was a residential home with historical significance due to its age (ca. 1893) and Victorian style architecture. The proposed addition and site changes have been designed in keeping with that original historical and residential design. The window locations and design will match the existing windows and keep a residential feel to the property.

8. Section 3.C.3.d to permit one (1) residential parking space to be open to the sky and not covered.
The original structure was a residential home with historical significance due to its age (ca. 1893) and Victorian style architecture. The proposed addition and site changes have been designed in keeping with that original historical and residential design. Building a garage or underground parking is not feasible on the existing site and would detract from its historical integrity.
9. Section 3.F.10.a to permit the waiver of a bufferyard requirement between a property Legacy District and property not in the Legacy District.
The property to the north is a parking lot and drive aisle owned by the village. While it is not technically in the Legacy District, it serves two (2) legacy district sites and is a very unique situation. The code requirement is typically more for developments that directly abut a residential property, not public parking/access. Planting landscaping between these properties would also hinder any potential future alley connection.
10. Section 4.E to permit a monument sign to be located three feet (3') instead of the required ten feet (10') from a property line or drive aisle.
The setbacks are difficult to meet due to the site layout already being set by a historically significant building. The proposed ground sign location was determined to be the best location that keeps with the intent of the code in regards to aesthetics and safety while also identifying the business for vehicles and pedestrians. A Variation was granted to a previous business for a ground mounted sign within the front yard setback.

ACTING CHAIRMAN STANTON asked the Petitioner for comments. Mr. Hummitsch had no further comments.

ACTING CHAIRMAN STANTON asked for a motion to close the Public Hearing.

A Motion was made by COMMISSIONER VICK, seconded by COMMISSIONER GATTO to close the Public Hearing on SIP WINE BAR – 17424 Oak Park Avenue, Site Plan Approval with a Variation. The Motion was approved by voice call. ACTING CHAIRMAN STANTON declared the Motion approved.

Mr. Ritter noted the Standards for Site Plan Approval as follows:

- a. That the proposed Use is a Permitted Use in the district in which the property is located.
A food and drink establishment is a permitted use and outdoor dining opportunities are strongly encouraged in the Downtown Core (DC) zoning district.
- b. That the proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses.
There is public parking available in close proximity to the proposed use. The property access, lighting, landscaping, and drainage have all been improved from the site's existing conditions and are designed to meet the intent of all Village codes, while retaining with the original historical and residential character of the site.
- c. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient, and convenient movement of traffic, not only within the site but on adjacent roadways as well.
The proposed site layout provides access to the adjacent public parking lot and drive aisle. The on-site parking has been designed to work with the adjacent public parking lot and drive aisle where cross-access easements are in place.

- d. That the Site Plan provides for the safe movement of pedestrians within the site.
The proposed site adds additional walkways that connect from the parking lot and public sidewalk. Bicycle parking has been added for use by the commercial space and the residential unit.
- e. That there is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses and will provide a pleasing appearance to the public; any part of the Site Plan area not used for buildings, structures, parking, or access-ways shall be landscaped with a mixture of grass, trees, and shrubs.
Landscaping has been added to several locations on the property. The species selection of plantings has been selected with the site's historical character in mind where possible. The landscaping was also selected to be salt tolerant and low maintenance. Due to the limited space on the site, the majority of the proposed landscaping consists of shrubs or perennial plants with a few ornamental trees. The landscaping should create an attractive and inviting site for customers in the downtown.
- f. That all outdoor trash storage areas are adequately screened.
The existing outdoor trash area is screened and will remain at its existing location where it is shared with the condos to the west.

Additional Legacy Code Standards as follows:

- a. The proposed improvement meets the Legacy Plan and its Principles, as presented in Section 1.A-B: Purpose and Intent, of this ordinance;
The Legacy Plan specifically calls for preserving, rehabbing and strengthening existing historic structures and Tinley Park's historic heritage. The new addition is proposed to tie into the setbacks, character and design of the existing building. The original structure was a residential home with historical significance due to its age (ca. 1893) and Victorian style architecture. The proposed addition and site changes have been designed in keeping with that original historical and residential character. The proposed outdoor dining and overall site design are in conformance with the goal of having a walkable downtown with a strong economic center.
- b. The new improvement is compatible with uses already developed or planned in this district and will not exercise undue detrimental influences upon surrounding properties;
The wine bar and restaurant use is permitted and is compatible with the retail and service uses existing and expected in the downtown.
- c. Any improvement meets the architectural standards set forth in the Legacy Code.
The original structure was a residential home with historical significance due to its age (ca. 1893) and Victorian style architecture. The proposed addition and site changes have been designed in keeping with that original historical and residential character while respecting the intent and guiding principles of the Legacy Plan.
- d. The improvement will have the effect of protecting and enhancing the economic development of the Legacy Plan area.
The proposed improvements will help to make the site a viable commercial space while still protecting the historical and residential character of the site. The business concept is not available elsewhere in the Village and is expected to enhance the economic vitality and attractiveness of the downtown area to visitors.

Standards for a Variation as follows:

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
It is impractical to relocate the home and the building to meet Legacy Code setback requirements. The space requirements for the proposed use necessitate an addition to the existing structure. The site improvements have been designed to create a more viable and marketable commercial space while maintaining the integrity of the existing historic residential building.
2. The plight of the owner is due to unique circumstances.
The original structure was a residential home with historical significance due to its age (ca. 1893) with non-conforming setbacks. The proposed addition and site changes have been designed to be consistent with the original historical and residential character of the site as well as the existing setbacks.
3. The Variation, if granted, will not alter the essential character of the locality.
The addition and redevelopment of the historically significant home will continue to keep the existing historic character and integrity of the downtown. The propose improvements will also allow the structure to become more practical to be utilized for commercial development in the downtown.

ACTING CHARIMAN STANTON asked for a Motion.

A motion was made by COMMISSIONER GATTO, seconded by COMMISSIONER AITCHISON to grant the Petitioner, Neal Hummitsch of SIP Wine Bar, Site Plan Approval for the property located at 17424 Oak Park Avenue in accordance with the plans submitted and listed herein, subject to the following conditions:

- a. All Public Works and Engineering comments must be addressed and an MWRD permit must be obtained prior to permitting.
- b. The access easement for an alley shall be formally recorded with the Cook County Recorder of Deeds prior to issuance of any permits.
- c. When the vinyl siding on the original home is replaced, fiber cement siding that matches the rest of the structure shall be utilized as the replacement material.

AYES: MANI, VICK, AITCHISON, GATTO AND ACTING CHAIRMAN STANTON.

NAYS: NONE

ACTING CHAIRMAN STANTON declared the Motion unanimously approved.

A Motion was made by COMMISSIONER MANI, seconded by COMMISSIONER GATTO to consider recommending that the Village Board grant the Petitioner, Neal Hummitsch of SIP Wine Bar, Variations from the Legacy Code, as listed in the August 16, 2018 Staff Report, for the property located at 17424 Oak Park Avenue in the DC (Legacy District, Downtown Core) Zoning District in accordance with the plans submitted and listed herein and adopt Findings of Fact submitted by the Applicant and as proposed by Village Staff, and as may be amended by the Plan Commission at this meeting.

AYES: MANI, VICK, AITCHISON, GATTO AND ACTING CHAIRMAN STANTON.

NAYS: NONE

ACTING CHAIRMAN STANTON declared the Motion unanimously approved.

This will go before the Village Board on September 18, 2018 for adoption.

VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

SUBJECT: MINUTES OF THE AUGUST 16, 2018 REGULAR MEETING

**Item #2 WORKSHOP: THE BOULEVARD AT CENTRAL STATION-6701-55 SOUTH STREET
SITE PLAN APPROVAL, GRANTING A SPECIAL USE PERMIT, VARIATIONS AND
PRELIMINARY/FINAL PLAT APPROVAL**

Consider granting Site Plan Approval and recommending that the Village Board grant the Petitioner, David Sosin, on behalf of South Street Development, LLC, a Special Use Permit to allow residential accessory uses on the Street Level in a mixed-use building and Variations from the Zoning & Legacy Codes to construct a 296,419 square foot 4-story mixed-use development consisting of 165 residential apartments and 29,853 square feet of retail space on the first floor for the property located at 6701-55 South Street in the DC (Downtown Core) Zoning District. Consider granting preliminary and final plat approval for the subject property.

Present were the following:

Plan Commissioners: Tim Stanton, Acting Chairman
Eduardo Mani
Angela Gatto
Stephen Vick
MaryAnn Aitchison

Absent Plan Commissioner(s): Ken Shaw
Lucas Engel
Garrett Gray
Chuck Augustyniak

Village Officials and Staff: Paula Wallrich, Interim Community Development Director
Kimberly Clarke, Planning Manager
Dan Ritter, Senior Planner
Barbara Bennett, Commission Secretary

Guest(s): Robert Hansen, Mary McBride, Mark Diedrich, David Sosin, Dan McMillan

Kimberly Clarke, Planning Manager noted this is a Workshop on the Boulevard at Central Station for Site Plan Approve and Zoning approvals that will coincide with the Site Plan. The project is proposing a mixed-use development that will be approximately 4 stories in height and its total construction will be 296,419 square feet and comprise 165 apartments and 29,853 square feet of commercial use on the first floor. The existing site is approximately 3 acres in size consisting of 11 vacant parcels. There is a portion that is being used as a gravel parking lot being used by Metra riders. There are approximately ninety to one hundred vehicles parked there daily. The remainder of the site is vacant. Approximately one (1) acre is owned by the Village and the remaining is owned by the developer. The buildings that did exist on this property were demolished around 2008.

The first concept that was reviewed by the Plan Commission was back in November of 2007. Ms. Clarke showed images of the previously proposed building designs. This was prior to the Legacy Code and has always been a public/private partnership with Village-owned land that is involved in the partnership. This was approved and went to a preliminary hearing in 2009 and was recommended by the Plan Commission. In 2012, a formal Ordinance was adopted granting some Variations. This was a five to six-story building and it housed about 167 residential units. In 2012 there was a poor economy and the project went to the wayside and then came back to staff who discussed it with the architect. At that time a 4 story

building was proposed with a newer concept. In April of 2017, the developer came back with a similar building to what was approved back in 2012. The architecture then evolved to what is being presented now with the rounded feature at the intersection.

The Site Plan is 296,419 square feet that will be done in two (2) phases. The first floor will be approximately 30,000 square feet of retail. There will be 165 residential apartment units with 99 one-bedroom and 66 two-bedrooms. The building will be four (4) stories in height. There is a desire to allow pets and be dog-friendly, looking at the site plan, staff would like to know how they will accommodate that by having a small dog area for the pets to walk. Staff has asked for a construction schedule that will be presented prior to the Public Hearing.

Phase 1 will occupy the southeast corner of South Street and 67th Court. All public improvements will be done in Phase 1. This phase will include 66 residential rental units (39 one-bedroom and 27 two-bedroom apartments) ranging from 730 square feet to over 1,311 square feet. This is a Variation as the code requires a minimum of 800 square feet of usable floor space. A surface parking lot with 66 parking stalls will be constructed behind the building and will be designated for resident use only; this lot will be conveyed to the Village for public parking upon completion of Phase 2. The Legacy Code requires that all residential apartment parking be covered and may not be open to the sky, so that will be a Variation. The first floor will be 15,130 square feet will be used for commercial space. The Legacy Code restricts accessory uses on the first floor when it is required to be commercial so this will be part of the Special Use. The remaining part of the first floor 9,357 square feet will be dedicated to mechanical space and accessory residential uses which includes a fitness gym, bike storage, lobby lounge, mail room, and club room with kitchen, leasing office (future business center), conference room and property manager's office. The setbacks for Phase 1 range what is dictating the orientation of this site. They will have to follow the right of way line on the north side of South Street making it somewhat of a challenge. The code requires a maximum of five (5) feet, but the goal is to provide adequate sidewalks. There will be ample sidewalks with outdoor dining. In this Phase 1, they are holding the seven (7) foot public sidewalk with no encroachments of future public dining on this. There will be six (6) feet of buffer area that will be comprised of streetscape.

Phase 2 will start with the successful completion of Phase 1, the Applicant will construct an additional 99 rental housing units for an overall project total of 165 residential units. Phase 2 will include 60 one-bedroom units and 39 two-bedrooms ranging in size from the 730 square feet to over 1,311 square feet. There is a total of 14,723 square feet of first-floor commercial space as part of Phase 2. There is no other residential accessory uses proposed on this first-floor. A partial underground parking garage consisting of 177 parking stalls will be constructed behind the Phase 2 residential structure. Residential amenities in this phase include an in-ground pool on top of the parking garage. Once this phase is complete, the surface parking lot behind Phase 1 will become a public parking lot owned by the Village. The residents will have the private use of the parking garage.

The area in between the two buildings is a drive aisle. In this scenario, it will be a private access drive, one way in coming off of South Street. When Phase 2 is completed there will be a connector that will arch over this access drive. Ms. Clarke showed an image of what the project will look like at completion. The site improvements will be completed as part of Phase 1. The intersection of 67th Court and South Street will be reconfigured into a true T-intersection. This will allow for safer turning movements, improve the alignment of South Street and remove one entrance point to the Metra parking. This will improve this area for street flow. The developer will be doing the street improvements. The final streetscape plan is an open issue and will be presented in the future months. Ms. Clarke presented an image of the streetscape proposed by Staff.

The project will have two (2) access points. The fire department required a minimum width of twenty-one feet as a fire lane in between the buildings. There is a Variation for the width of this aisle. There is a full access drive proposed off of 174th Street closest to 67th Court that will allow for full access in and out of the surface parking lot. The Downtown Core does not require parking for commercial uses, but does require one (1) stall for each residential unit. In Phase 1 for the 66 units, there will be 66 spaces in the surface lot. When Phase 2 is developed there will be 177 stalls which are twelve (12) over what is required. The surface parking lot will become the Villages and there will be additional parallel on-street parking on South Street and 174th Street. Staff has concerns regarding the current gravel parking lot being used by up to 100 cars for

the Metra parking. Those cars will be displaced. Staff also has concerns if the one to one parking space requirement is sufficient for a site this size. This is also being echoed by some of the residents that are contacting staff.

There is a dedicated loading area off of 67th Court and 174th Street where the full access is. In Phase 2 there is not a dedicated loading area so it is assumed that businesses will be getting their product loaded off of South Street. Staff is not sure if the internal access drive would work sufficiently for this purpose.

There will be U shaped bike racks for bicycle parking provided which is part of the Legacy Code. There will be an internal bike storage room off the back of each building.

Ms. Clarke showed images of what the building will look like on South Street when it is fully developed. There is a halfway break that will separate the two buildings with an archway above it to join the two buildings. The archway takes them to the back of the building where they would enter the private parking garage. The Legacy Code requires a minimum of 75% of all facades and roofs exclusive of glazing shall be comprised of brick, stone & fiber cement siding. The accent material can have a maximum of 25% of concrete panels and decorative block. The building will be constructed of a combination of brick, architectural precast block and Hardie Reveal Panel Siding. There may be some additional variations needed based on the accent materials shown on the plans presented. A material board was displayed to the Commission. There is a rounded feature on the corner which was requested by Staff in order to create a signature architectural feature at the prominent southeast corner of South Street and 67th Court that reflects the iconic architectural style of the Metra Station. The archway provides a unique access and breaks up the long block of approximately 621 linear feet. There will be metal and canvas awnings. Alcoves have been created to allow for a tenant to have an outdoor dining area. Staff has had some concerns about the use of red awnings due to potential fading. References have been provided to the Commission showing that red awnings are prone to fading. The lobby area will be in Phase 1 for all the residents in both phases. There will be two (2) overhead loading doors off of 174th Street to allow for garbage and any other loading needs. There are windows on Phase 1 that face east that will be eliminated when Phase 2 is constructed. Staff has concerns about this as it will have to be clearly articulated to the tenants. 174th Street does face some other businesses and is designed for the first floor retail to have access to the back of the surface parking lot which will allow customers to enter from the back. There will be some language in the covenants regarding what the businesses can do with the windows.

In Phase 2 the archway will be built. The parking garage will be built and above the parking garage the pool deck will start. There will be an overhead door to enter the parking garage. While Phase 2 is being built the surface parking lot may be paved. There are concerns regarding properties that surround this as the site gets redeveloped. The open items are to find out the materials to be used on the accent materials and more discussion on the red awnings. Staff recommends the recycling areas be in the trash rooms. The bricked in windows should be converted to glass windows.

The first floor of Phase 1 includes an accessory area for the residents which is approximately 9,000 square feet that includes a fitness gym, a kitchen, bike storage, the lounge, conference room, elevators and mailboxes. The remainder will be retail. Phase 2 will have an interior corridor. There will be a walkway between the parking garage and Phase 2. Staff is questioning the feel for this. Units in Phase 2 will be on the same grade as the pool and grilling station. There will be six different unit types. There will be additional storage and a trash area on each floor. There is a recycling area in a separate area. Staff is requesting this be incorporated with the trash area. There are two (2) elevators in Phase 2 and one in Phase 1 in the lobby. Staff is questioning the desirability of having a pool at grade level with apartments looking into it.

Staff has asked for a unified sign plan. The Legacy Code allows for a backlit or spotlights. They are asking for a reversed backlit sign which is more of a modern look. On the top there is a projecting sign on the corner of South Street and 67th Court which will need a Variation for size and the projection as signs cannot go beyond the second-floor. The sign is about twenty-five (25) feet in length and four (4) feet wide. Staff does not want to see this sign illuminated. Each tenant will be able to have their own signage above their unit.

A photometric plan has been submitted. The plan does not provide for any parking lot lights in the surface parking lot in Phase 1. Staff will request exploring that.

There will be a streetscape plan. They will be providing some buffering to adequately screen the properties that will be abutting some residential properties. The Village's landscaping architect has made several recommendations.

The subject property is in the DC (Downtown Core) and is within the Legacy District. Street level commercial is required on the first floor. The Metra is to the north which is civic. The Station Pub & Eatery to the East, single family homes to the south zoned DG (Downtown General). At the southwest corner of South Street and 67th Court there are future plans to construct a three-story mixed use building. There is a maximum of a five foot (5) front yard.

The Variations are as follows:

1. A 70 square foot Variation from Section V.C.2 of the Zoning Code to allow a 730 square foot one-bedroom apartment where the minimum useable floor area for a one bedroom apartment is 800 square feet. ***This Variation is requested by the developer based on what the average size of a one-bedroom apartment is being constructed in surrounding areas. More research should be provided to the Plan Commission to support this request.***
2. A residential parking Variation from Section 3.C.d. of the Legacy Code which requires parking for residential uses to not be open to the sky to allow for the development in Phase 1 to have an open to the sky parking lot for the residential uses. ***There is existing surface parking lots within the downtown and it may not be feasible in all cases to have covered parking however if Phase 2 is never constructed we will have created more surface parking when it may have been designed to be covered in phase 1.***
3. A four (4) foot wide Variation from Section 3.E.4.c of the Legacy Code to allow a 24-foot wide two- way driveway instead of the maximum 20 feet allowed for a two-lane driveway. ***This Variation is needed in order to make the geometry work for vehicles in the loading area in Phase 1.***
4. An eight (8) foot wide Variation from Section 3.E.4.c of the Legacy Code to allow a 20-foot wide one-lane driveway instead of the maximum 12 feet allowed for a one-lane driveway. ***This Variation is needed in order to accommodate the Fire Departments need for a wider access aisle into the development.***
5. A one (1) foot and a five (5) foot front yard Variations from Section 2.A.9 (Table 2.A.6) of the Legacy Code to allow a six (6) foot front yard setback on South Street and a ten (10) foot front yard setback on 67th Court where the maximum front yard setback is five (5) feet. ***This Variation is needed in order to maintain the required seven (7) foot wide public sidewalk free of any obstructions. This will allow for the development to have outdoor dining that will not encroach within the public sidewalk.***
6. A two (2) foot side yard Variation from Section 2.A.9 (Table 2.A.6) of the Legacy Code to allow a seven (7) foot interior side yard setback where the maximum interior side yard setback is five (5) feet. ***This Variation is requested to accommodate a five foot wide sidewalk on the east side of Phase 2. The sidewalk will provide access to the parking garage and rear of the building.***
7. A 68 square foot Variation from Section 4.E (Table 4.E.1) of the Legacy Code to allow a one-hundred square foot projecting sign where the maximum sign permitted is 32 square feet. ***This variation is requested in order to have a unique projection sign for their 4-story building. Staff is concerned that this size and type of sign is necessary.***
8. A Variation from Section 4.E (Table 4.E.1) of the Legacy Code to allow a projecting sign to extend past the 2nd floor. ***This variation is requested in order to have a sign that complements the scale of the 4-story building. Again staff questions if this truly desired for the downtown.***

Special Use Request:

Section 3. A. (Table 3.A.2) of the Legacy Code requires *Accessory Residential Uses* on the Street Level in a mixed-use building be granted a Special Use Permit. *Accessory Residential Uses* are defined as “A use that is subordinate to residential dwelling units which contribute to the comfort and convenience of the dwelling units. These uses may include, but not be limited to; recreational space, laundry facilities, sales/rental offices, and/or parking for the private use of those dwelling units”. There are several uses proposed in Phase 1 that are not commercial uses and are considered *Accessory Residential Uses*; therefore they require a Special Use Permit. These include the fitness gym, club room and future business center on the first floor of Phase 1.

Staff is concerned that these *Accessory Residential Uses* are occupying 25% of the prime first-floor commercial space. The uses will not be occupied all the time and therefore will look vacant from the street. Understanding that this development is being built in Phases, there is an opportunity to relocate the fitness gym and club room proposed in phase 1 to the Phase 2. This would open up more available commercial space on the first floor of phase 1 and keep the amenities in a centralized area.

Preliminary Plat Approval:

The Applicant proposes to subdivide the 3-acre subject site into three (3) lots. Lot 1 & 2 will be developed during Phase 1 of the project which includes the first mixed-use building the surface parking lot on Lot 2 and the main access drive between the buildings and all the common area. During Phase 1, Lot 3 will remain a vacant lot under the ownership of the Village. Phase 2 of the project will be the construction of the second mixed-use building and an underground parking garage on Lot 3. At that time, the Village will take ownership of the surface parking lot on Lot 2. The plat provides appropriate ingress/egress, utility, and drainage easements through the use of a blanket easement. The plat approval will be subject to final engineering.

The Plat proposed dedicating right-of-way to the Village along the frontage of Phase 1. This was requested in order to accommodate a minimum seven (7) foot wide public sidewalk. The area along 67th Court only provides for a total of 11 feet of public right-of-way where code requires a minimum of 13 feet. This item needs to be verified with the engineering department that an eleven (11) foot public right-of-way is adequate instead of the required 13. The goal is to provide enough room for the necessary street improvements and provide enough space for outdoor dining.

The Open Items are as follows:

Staff identified the following open items for discussion at the workshop:

1. *Developer is to submit a construction schedule for the development.*
2. *Final Streetscape plans for this area are in the process of being designed.*
3. *Staff has raised parking concerns with the loss of the existing gravel lot where 90-100 Metra commuters will be displaced.*
4. *Staff recommends the removal of 2 parking spaces at the southern end of the surface parking lot be placed as a condition of approval for the Site Plan.*
5. *Correct sheet A002 to reflect the correct bike parking counts.*
6. *Additional Variations on building material may need to be requested.*
7. *Staff questions the use of red awnings as a color choice.*
8. *Staff questions the desirability of the 2nd floor units and their balconies being at grade with the pool deck.*
9. *There should be a condition on the approval requiring the developer to disclaim to the tenants that will be occupying the end units of Phase 1 that when Phase 2 is constructed, they will lose their existing windows.*
10. *The architect should look at consolidating the recycling rooms into the main trash area.*
11. *The bricked in windows in the recycling rooms should be converted into glass windows.*
12. *The site needs to provide a designated outdoor area for dogs.*

13. Staff questions the need for the internal service corridor proposed in Phase 2.
14. Provide for a unified sign plan.
15. Staff recommends that the main identification signs for the building are not illuminated.
16. A final photometric plan will need to be provided with final engineering.
17. Address the landscaping comments per the Village's landscape review.
18. Site Plan needs to include a zoning analysis table per the Site Plan requirements.
19. Further discuss relocating Phase 1 first floor amenities (fitness gym and club room) to Phase 2 when Phase 2 is constructed.
20. Further discuss with the engineer regarding the required right of way along 67th Court should be 11' vs 13'

Ms. Clarke asked the Petitioner to give his comments.

Mr. David Sosin, Attorney for the Developer noted he has been working on this project for twelve (12) years. He stated they are ready to proceed with the project. The presentation that Ms. Clarke gave was very detailed. The whole project has changed over the years with the economy, desires of the Village and the realities of financing. He would like to be the catalyst of the whole downtown area, not just on this project, but whatever comes later. Some of the twenty (20) open items will be worked out prior to the Public Hearing and his thinking on what should be done.

Mr. Mark Diedrich, Architect noted there will be 165 one & two bedroom residential units above 30,000 square feet of commercial space with the intention of creating a vibrant downtown streetscape. He noted some of the amenities. The units will be equipped with modern technology to meet the needs of multi-generational residents. It will attract a broad demographic of residents from professional millennials to empty nesters. The project will be instrumental in order to allow the Village to grow as a "cradle to grave" community. The design of this building builds upon the architectural precedent of the downtown core. There will be masonry materials of cast stone and brick around storefront windows and awnings to continue the streetscape of the downtown core. The Legacy Code has been an important process for this project. He noted the building is located across from the Metra Station which will bring people to the site every day for the commercial spaces. Tenants living over a commercial space will allow them to live, eat, shop and socialize all within walking distance of their home. This project will create a walkable downtown. Streetscape has been incorporated in the project. One of the Variance items is the reduction of some of the one bedroom units. The argument for this is that the building will have many high-end amenities. The trend today is to share amenities instead of having large units. There is private secured storage space for all residents on each floor. The total shortfall of one bedroom units is 4,788 square feet with the total amount of indoor amenities is over 10,000 square feet, of which over 4,800 is dedicated to resident storage. The square footage has been taken from the units but storage on each floor has been added for each resident. This offsets one another.

Mary McBride, Engineer noted she joined the project in 2015. In 2014 the sanitary district passed a new ordinance called the Watershed Management Ordinance (WMO) which raised the bar in terms of stormwater management and has been incorporated into the site's stormwater design. The volume control component of the first inch will be kept on site under the surface parking field and the remainder of the stormwater runoff will be in new sewers down South Street to the Panduit Regional Detention Pond. That improvement is incorporated into this project. Beyond stormwater management, the other civil improvements will be utilities and streets as discussed. The overhead wires on South Street will be buried along with the road improvements.

Mr. Sosin noted he will work with Staff to address all the open items. The schedule is anticipated to be a maximum of two years with a companion agreement with the Village. He feels the units will rent out quickly. Regarding the parking, he needs Phase 2 to use for staging Phase 1. He will try to maintain as much parking as possible and parking for the workmen. There is parking to the west of Oak Park Avenue. Some people may take the choice of 108th Avenue temporarily until he finished the lot that will be there. He will try to minimize the inconvenience. Mr. Sosin went on to identify the Variances mentioned in the Staff Report. He noted that Mr. Hansen is an experienced developer who has previously built in Tinley Park. These unit rents will be market rate rents and the anticipated rent is approximately \$2.00 per square foot per month.

COMMISSIONER AITCHISON asked if there will be a percentage of units rented out prior to the start of Phase 2 and what if there is a lag in interest. Mr. Sosin replied he would be renting prior to Phase 2 and if there is a lag it may take a little longer to start Phase 2. In the downtown Orland Park project, the units were rented way ahead of expectations and are currently around 95% leased.

COMMISSIONER VICK asked about the red awnings. He also questioned the main sign on the corner of the building. He feels it looks out of place. Mr. Diedrich replied he was trying for a vibrant streetscape. He would consider looking at the tone of the color. Mr. Diedrich replied the sign he wanted is a feature sign on that corner. The lighting would be subtle due to it being next to the apartments. This is a design element and he is asking for permission for that sign. Mr. Sosin noted the sign would be most attractive to the retail tenants.

COMMISSIONER GATTO noted she agrees with COMMISSIONER VICK on the sign. She also noted that some residents do not want to live with or around dogs and she would recommend only one building being dog-friendly and have a pet area where they can walk the dogs. She noted the parking is an issue due to the traffic congestion in the area near the Metra train station. There will be more congestion added to the area. The people that park in that lot will have to be relocated. There are issues with people walking across the street and people waiting to get in the lot. Her recommendation would be a walkway to get across the street. She also noted there should be charging stations in the parking areas for electric cars. Mr. Hansen replied that is a good idea.

COMMISSIONER MANI noted the sign looks good, but would like to see other options on illuminating it. He also noted the awnings should be materials to reduce fading. He also has concerns regarding the parking. Specifically in regards to the two-bedroom units there is likely to be two cars and also asked where guests would park, particularly overnight. Mr. Diedrich replied there is a combination of red and black awnings. He replied there will be 177 deck spaces, 64 surface lot spaces in the proposed public lot and 30 on the street. Ms. Clarke noted there is no overnight parking on the street or the public lots.

ACTING CHAIRMAN STANTON asked if each unit will have their own heat and air conditioning in the units so they could be converted to condos in the future if necessary. He also asked if there would be security cameras in the lots. Mr. Diedrich noted the tenants will have their own HVAC units. There will also be security in the parking lot and common areas.

ACTING CHAIRMAN STANTON noted there will be a Public Hearing on September 6, 2018.

GOOD OF THE ORDER:

1. Interest in the North Street Project – having discussions at this time.
2. Plaza update – working with consultants and marketing at this time.
3. Streetscape study will be out soon.
4. APA State Conference coming up in Springfield.
5. Residence of Brookside Glen – Building Permits for foundations to be put in before the winter
6. Haitham, 159th and Oak Park Avenue – Working on parking lot improvements - IDOT has approved the two stalls on the north side of the parking lot.
7. Public Hearing on the Boulevard September 6.
8. Bremen Station working on revised plans and will come before the Plan Commission shortly.

COMMENTS FROM THE COMMISSION

None at this time.

PUBLIC COMMENT:

None at this time.

ADJOURNMENT:

There being no further business, a Motion was made by PLAN COMMISSIONER GATTO, seconded by PLAN COMMISSIONER VICK, to adjourn the Regular Meeting of the Plan Commission of August 16, 2018 at 9:10 p.m. The Motion was unanimously approved by voice call. PLAN COMMISSION ACTING CHAIRMAN STANTON declared the meeting adjourned.



**MINUTES OF THE REGULAR MEETING OF THE
PLAN COMMISSION, VILLAGE OF TINLEY PARK,
COOK AND WILL COUNTIES, ILLINOIS**

SEPTEMBER 6, 2018

The Regular Meeting of the Plan Commission was held in the Council Chambers of Village Hall on September 6, 2018 at 7:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Plan Commissioners: Ken Shaw, Chairman
Tim Stanton
Eduardo Mani
Angela Gatto
Chuck Augustyniak
Stephen Vick

Absent Plan Commissioner(s): Lucas Engel
Garrett Gray
MaryAnn Aitchison

Village Officials and Staff: Michael Glotz, Trustee
Douglas Spale, Village Attorney
Paula Wallrich, Community Development Director
Kimberly Clarke, Planning Manager
Dan Ritter, Senior Planner
Barbara Bennett, Commission Secretary

Guest(s): Robert Hansen, Mary McBride, Mark Diedrich, David Sosin, Dan McMillan

CALL TO ORDER

PLAN COMMISSION CHAIRMAN SHAW called to order the Regular Meeting of the Plan Commission for September 6, 2018 at 7:00 p.m.

COMMUNICATIONS

None at this time

APPROVAL OF MINUTES

Minutes of the August 16, 2018 Regular Meeting of the Plan Commission were presented for approval. A Motion was made by COMMISSIONER STANTON, seconded by COMMISSIONER GATTO, to approve the Minutes as presented. The Motion was approved by voice call. CHAIRMAN SHAW declared the Motion approved as presented.

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES
FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION
SUBJECT: MINUTES OF THE SEPTEMBER 6, 2018 REGULAR MEETING

Item #1 PUBLIC HEARING: THE BOULEVARD AT CENTRAL STATION-6701-6755 SOUTH STREET SITE PLAN APPROVAL, GRANTING A SPECIAL USE PERMIT, VARIATIONS AND PRELIMINARY/FINAL PLAT APPROVAL

Consider granting Site Plan Approval and recommending that the Village Board grant the Petitioner, David Sosin, on behalf of South Street Development, LLC, a Special Use Permit to allow residential accessory uses on the Street Level in a mixed-use building and Variations from the Zoning & Legacy Codes to construct a 296,419 square foot 4-story mixed-use development consisting of 165 residential apartments and 29,853 square feet of retail space on the first floor for the property located at 6701-6755 South Street in the DC (Downtown Core) Zoning District. Consider granting preliminary and final plat approval for the subject property.

A Motion was made by COMMISSIONER VICK, seconded by COMMISSIONER AUGUSTYNIK to open the Public Hearing for the Boulevard at Central Station-6701-6755 South Street Site Plan Approval, Granting a Special Use Permit, Variations and Preliminary/Final Plat Approval. The Motion was approved by voice call. CHAIRMAN SHAW declared the Motion approved.

CHAIRMAN SHAW noted that Village Staff provided confirmation that appropriate notice regarding the Public Hearing was published in the local newspaper in accordance with State law and Village requirements.

CHAIRMAN SHAW requested anyone present in the audience, who wished to give testimony, comment, engage in cross-examination or ask questions during the Hearing stand and be sworn in.

Kimberly Clarke, Planning Manager, presented her staff report including comments related to Site Plan, Architecture, Phasing, Off-Site Improvements, Access, Parking, Signage, and Lighting. Ms. Clarke highlighted images of the project architecture including its evolution since 2001. She noted the project has always been presented as a mixed-use development.

Ms. Clarke discussed the phasing of the project ((two phases) and explained that the first phase will occupy the southwest corner of South Street and 67th Court and will include 66 rental residential units. The first floor will have 23,487 square feet of which 15,130 square feet will be used for commercial space. The remaining part of the first floor 9,357 square feet will be dedicated to mechanical space and accessory residential uses, which includes a fitness gym, bike storage, lobby lounge, mail room, and club room with kitchen, leasing office, conference room and property manager's office. There will also be a surface parking lot with 66 parking stalls behind the building and will be designated for residents only. This lot will be conveyed to the Village for public parking upon completion of Phase 2. The Village will retain ownership of the vacant land to the east until Phase 1 is complete. If Phase 2 is not constructed within the specific time negotiated in the incentive agreement, a condition of the site plan approval will require that the parking lot in Phase 2 will be paved per Village standards by the developer. Staff is recommending elimination of the proposed dog park area in Phase 1 and suggests the use of the vacant lot to the east for the dog area until Phase 2 is completed.

Ms. Clarke displayed a drawing of the proposed Phase 2. After completion of Phase 1 and within two years, Phase 2 will include an additional 99 rental residential units for a total overall project total of 165 residential units. There will be 14,723 square feet of first-floor commercial space and a partial underground parking garage consisting of 181 standard parking stalls. The residential amenities in this phase will include an in-ground pool on top of the parking garage. When this phase is complete the surface parking lot behind Phase 1 will become a public parking lot owned by the Village.

As part of the project, the developer is required to complete specific off-site improvements including the completion of public streets abutting the development site, the realignment of the intersection of South Street and 67th Court, the addition of parallel parking spaces on the south side of South Street, and adding parallel parking on both sides of 174th Street. There are also plans to bury the existing overhead utilities.

The project will have two (2) access points. There is a one-way drive aisle off South Street that is approximately 21-22 feet in width that extends south towards 174th Street. There is also a full access drive proposed off 174th Street closest to 67th Court that will allow for full access in and out of the surface parking lot. There will be a reconfiguration of the intersection of South Street and 67th Court to a traditional "T" intersection which will allow for safer turning movements. There will also be streetscape improvements along South Street and the perimeter streets. A consultant has been hired to provide a Streetscape Master Plan.

In Phase 1 there will be 66 surface parking spaces which meet the 1:1 ratio requirement per Code. There will also be on-street parallel parking stalls along the south side of South Street and on both sides of 174th Street. In Phase 2, there will be construction of a parking garage with 181 parking stalls. The surface parking lot from Phase 1 will be converted to public parking that will be owned by the Village. In the Staff Report, Ms. Clarke provided a graph of provided parking and parking requirements in nearby communities for comparison. The developer suggested using some of the parallel parking on South Street as short-term loading zones for ride-share vehicles. Staff notes this can be addressed as part of final engineering.

A Variation is being requested from the Legacy Code requirement for the percentage of the primary and accent materials. Staff believes this Variation meets the intent of the Legacy Code. Ms. Clarke displayed images of architectural detail changes made due to concerns regarding the proposed architecture.

Ms. Clarke displayed images of the proposed floor plans for each floor. Staff recommended modifications to the floor plan regarding the recycling rooms at the end of the hallways on each floor. The architect has eliminated the rooms. Staff also recommended a condition that the proposed red awnings be replaced if the awning fades more than 40% in color. Staff recommended relocating the fitness gym and the club room to an upper floor looking out to the pool area in the Phase 2 building when it is completed to give additional retail space on the first floor of Phase 1. Ms. Clarke also recommended eliminating the separation between the Phase 2 residential building and the parking deck; the corridor would be maintained but would become interior to the building. She noted a concern for the easternmost commercial unit not having direct access like the rest of the units, especially if it were to be divided into two units.

Ms. Clarke discussed the large projecting wall sign (25' x 4') on the corner of the building at South Street and 67th Court noting it required a Variation since it is located above the second floor. She expressed concern about the sign and its proximity to the residential unit's balconies and windows. The signs will not be internally illuminated and lighting would be limited to the building's façade lighting. Ms. Clarke also noted that the Uniform Sign Plan needs modification with respect to the reference to signs such as electronic message boards which are not permitted.

Ms. Clarke discussed the need for parking lot lighting and recommended the photometric plan be amended to provide lighting on the surface parking lot in Phase 1.

With respect to landscaping, Ms. Clarke noted that perimeter landscaping will be provided around the east parking lot as part of Phase 1. In the event Phase 2 is not constructed, landscaping must be provided per the plans around the perimeter of Phase 2, which is shown on the Phase 1 landscape plans. Ms. Clarke displayed an image of the proposed landscaping around the pool area.

Ms. Clark summarized the open items as follows:

1. Phasing Schedule: Time frames are incorporated in the Incentive Agreement. The developer has two (2) years to complete Phase 1 and Phase 2 must start within two (2) years of Phase 1 completion. 1:1 parking ratio for residents will be maintained at all times. If Phase 2 is not constructed within 4 years of the completion of Phase

2. Staff recommends a condition of Site Plan approval will require the parking lot (in Phase 2) be required to be paved per Village standards by the Developer.
2. Designate a Dog Area: Dog area is proposed on the far east side of the property adjacent to the future parking garage. Concern about its use during construction. Further discussion is needed regarding the lack of a dog area for Phase 1.
3. Trash Storage and Pickup: Further discussion is needed. Proposed location appears to not be screened.
4. Lower Level Parking Turnaround: Inadequate area to turn around; Staff recommends a condition of the Site Plan approval to revise the plans to allow for a vehicle to turnaround
5. Parking Study: Concerns regarding the adequacy of parking despite meeting code requirement. Discussion about the need for a parking study.
6. Awning color: Staff questions the use of red awning as a color choice. Staff is recommending any approval of the red awning include a condition that requires replacement of the awning when it experiences greater than 40% color fade from the original RGB/Pantone color.
7. Units adjacent to pool: Staff questions the desirability of the 2nd floor units and their balconies being at grade with the pool deck. Further discussion needed.
8. East façade windows: The bricked in window in the recycling rooms should either be converted into glass windows or removed. Staff recommends removing the windows from the elevation noting that it does not negatively affect the overall aesthetics of that façade.
9. Phase 2 service corridor: Staff questions the need for the internal service corridor proposed in Phase 2. Staff recommends further discussion on the issue regarding the integration of the parking deck and commercial units instead of spacing them and creating an open walkway.
10. Projecting sign: There has been significant discussion regarding the projecting sign. Staff recommends further discussion.
11. Landscaping: Address the landscaping comments per the Village's landscape review. The developer has noted they will comply with the recent landscape plan review subject to a final streetscape plan completed by the Village. Staff recommends a condition of the Site Plan approval, the perimeter landscaping around the gravel lot be constructed in the event Phase 2 is never constructed.

The property is zoned DC (Downtown Core) and is within the Legacy District. A more detailed Zoning Analysis Chart was provided per staff request and is included in the Staff Report. Ms. Clarke noted all the variation requests, as well as the Special Use request and Final Plat approval are outlined in the Staff Report.

CHAIRMAN SHAW asked the Petitioner to make a presentation.

David Sosin, Attorney for the Petitioner noted he has been involved in this project for 12-13 years.

Marc Diedrich, Architect displayed a PowerPoint presentation indicating images of proposed amenities and explained outstanding items and details of the project. He noted that the balconies near the pool will not be an issue due to the sizable landscape buffer around the pool area. The marquee sign on the building is an architectural feature that is not self-illuminated. Identifying this building to retail tenants is important. The sign has been lowered per staff request. Ride-share parking and electric vehicle charging stations are being considered. Parking should not be an issue as there are many different ways of getting around without a car. Per the image in the Staff Report, alterations have been made to the building at staff request.

Mr. Sosin noted at the request of staff he has inquired regarding comparing square foot size of units required in other neighboring villages per the International Building Code requirements. He noted even though the unit size is below the 800 square foot requirement, there are balconies and additional storage that will be additional space available to tenants. The parking in the downtown area should have one space per unit in order to encourage other means of transportation. The use of Zip Cars is being considered. Three parking spaces will be provided for electric charging and the plan is to rough-in electric for additional charging stations in the future. The dog area is not an issue as a temporary spot can be used

until Phase 2 is built. The sign is a very important issue as it is a way to identify the building for retail tenants. He would prefer no condition to move the health club upstairs as it may not be necessary. He will eliminate the recycling rooms.

CHAIRMAN SHAW asked for question and comments from the Commissioners.

COMMISSIONER MANI inquired about the trash enclosure and the pickup of trash. Mr. Diedrich replied there will be no trash cans outside. There is a hatched area along the driveway as a loading zone for trash pickup.

CHAIRMAN SHAW asked the Commissioner's to comment on the open items on page 23 of the Staff Report.

CHAIRMAN SHAW inquired about the timing of the construction schedule and if there is a time requirement. Ms. Clarke replied construction on Phase 2 would be within 2 years of the completion of Phase 1 occupancy.

CHAIRMAN SHAW asked about parking for motorcycles and scooters. Mr. Diedrich replied he is considering compact car spaces. The rule for turnaround areas is 5 feet. There are 3 ½ feet in this parking area and compact spaces could be used for this area to allow more room for a turnaround area.

COMMISSIONER AUGUSTYNIAK inquired where retail customers would park. Mr. Sosin replied there would be street parking in front of the retail and the Metra parking lot would also be available after 5:00.

CHAIRMAN SHAW inquired why the building material variation was presented as a range. Mr. Diedrich replied it is a range depending on the individual facade of the building.

COMMISSIONER GATTO agrees with staff regarding 40% fading replacement of the red awnings. CHAIRMAN SHAW noted this would be difficult to enforce. Mr. Sosin noted he wanted a vibrant streetscape to encourage customers for the retail. Ms. Clarke noted staff is looking for a uniform look. It was discussed that it could be enforced as a property maintenance issue. Paula Wallrich, Community Development Director noted that fading is not a property management issue, however, pantone color references measurements could be used instead.

CHAIRMAN SHAW requested further information regarding 2nd-floor units and their balconies being at grade level with pool deck. COMMISSIONER VICK noted there is a landscaping buffer and he feels it can be a selling point for those units. COMMISSIONER STANTON asked if the pool area would be policed. Mr. Diedrich noted there is a fence around the pool. COMMISSIONER MANI, GATTO, & AUGUSTYNIAK agreed there is no issue.

CHAIRMAN SHAW inquired about removing windows in the recycling area; Mr. Diedrich replied the recycling rooms have been removed and the windows are no longer an issue.

CHAIRMAN SHAW inquired about the internal corridor. Ms. Clarke noted there is a walkway between the garage and the Phase 2 building. In the Phase 1 building, the retailers have access out to the surface parking lot. In the Phase 2 building, there is access but it opens up into a narrow corridor. Ms. Clarke stated that Staff did not know how desirable it is and if there is an ability to do a full interior corridor. She felt this also impacts how the buildings are connected. Mr. Diedrich replied this could be considered as an option for discussion. He does not see residents using this. There is also an advantage to not engaging the parking garage from a fire standpoint and along the corridor there are gas meters. He would prefer this would not be a condition. Also, this could be a dirty corridor as the retailers would be going out with the trash in this area. CHAIRMAN SHAW inquired if the walkway is completely covered and would it be open to the general public. Mr. Diedrich replied it is not completely covered and it would be possible to gate it with a keypad for the residents. COMMISSIONER VICK inquired if the internal service corridor would be extended to the end units so they can access the trash without going outside. Ms. Clarke noted there is still one area that does not open up and a door could be provided. Mr. Diedrich replied this will be addressed.

CHAIRMAN SHAW inquired about the sign. COMMISSIONER VICK noted originally he had reservations but with the changes made it is fine now and he understands it is a good identifier of the building. COMMISSIONERS STANTON, AUGUSTYNIAK, GATTO, MANI AND SHAW agreed. COMMISSIONER SHAW inquired about the 'CENTRAL STATION' on the sign, noting this is not the name of the Metra station. Mr. Sosin replied there are 2 train stations in Tinley Park and this is the downtown area or the Central Station. Mr. Hansen stated he would like to keep the name.

CHAIRMAN SHAW inquired about relocating the fitness gym and clubroom to the second floor. Mr. Diedrich replied that if the first phase of retails fills up then he would move the fitness gym to the second floor of Phase 2. Market conditions will determine whether it should be moved. If the lobby and clubroom are combined on the first-floor it would give more room for parties. If the gym and clubroom are not moved to the second floor, then there would be 2 additional apartment units. CHAIRMAN SHAW noted the fitness gym would be desirable next to the pool. Ms. Clarke noted the pool area is the activity area. If the gym and clubroom are vacant on the first floor it would not look good from the street and this is something to avoid. There is 9,000 square feet of residential amenities on the first floor taking away from retail. CHAIRMAN SHAW noted the Legacy Plan requires first floor retail. He would recommend approval of the Variations with the conditions of moving them up unless there is a way to weigh the demand. He noted a vacant store on the first floor would not look good. Robert Hansen noted the gym and clubroom on the first floor serve as 'eye candy' and help market the apartments to renters. COMMISSIONER VICK noted the party room next to the lobby would be good for people hanging out, but he likes the fitness gym near the pool. If the party room is on the second floor you would have to bring people through the hallways by the apartments to get to the room.

COMMISSIONER VICK inquired about the dog walk area – what will be the procedure for clean-up for the dogs and will there be clean-up material available to residents. Mr. Diedrich replied there would be clean up materials and also a dog washing area.

COMMISSIONER STANTON inquired if there will be security cameras inside and outside. Chairman Shaw inquired about Gates being put at the walkway with lighting. Mr. Diedrich replied there would be security cameras and he would agree that there could be gates and lighting.

COMMISSIONER AUGUSTYNIAK inquired if there was any retail interest for the large space on the west end of the building. Mr. Diedrich replied that space is a 5000 square foot area for a restaurant. There is current interest.

CHAIRMAN SHAW inquired about current work being done by the Village now. Ms. Clarke replied there has been some engineering of the intersection and utilities, but South Street will be doing the physical construction of the roadway and streetscape improvements.

CHAIRMAN SHAW inquired about the principles for the 800 square foot minimum on the apartment size. Ms. Clarke replied she was not able to find anything except the regulations of the property maintenance code explaining the minimum bedroom size, minimum living room size and there is an efficiency unit that is required to be 220 square foot unit for up to two occupants or 320 square feet for up to three occupants. This would be the smallest acceptable size based on the property maintenance code. In 2006 minimum single-family home size was adopted to create a certain standard. CHAIRMAN SHAW noted the balconies do make a big difference as additional living space. Ms. Clarke noted on the original Variation request for the square footage it was listed as 730 square feet and that has been revised to 749 square feet. Mr. Diedrich requested the square footage to be 745. CHAIRMAN SHAW agreed.

CHAIRMAN SHAW inquired about the "Green" certification or use of solar on the project. Mr. Diedrich replied at this time there are no plans to make the project LEED. Most of the LEED projects are institutional. The building codes today are much more efficient and you will end up with much more cost-effective buildings. He has not looked at any solar, due to the fact that you must have a solar partner. CHAIRMAN SHAW inquired about the roof screening and if solar became attractive in the future, would they consider it. Mr. Diedrich replied there is room on the roof if that was a future consideration.

CHAIRMAN SHAW asked for comments from the public.

Don McNealy, resident, inquired about the phase schedule. In the event the housing market goes down, is there going to be anything in escrow to assure the parking lot in Phase 2 gets built? Ms. Clarke replied that in the incentive agreement there is language obligating them to pave the surface parking lot per Village standards. They will also have to provide the letter of credit for public improvements. Mr. McNealy inquired about the 2 year grace period and will the site remain a construction site for 2 years or will it be cleaned up prior to them starting Phase 2. Mr. Sosin replied there is no grace period. It is 2 years and 2 years for 4 years from the time the permit is issued to finish the project with a letter of credit. In Phase 2 the land that he owns will be deeded to the Village. Ms. Wallrich noted the incentive agreement is crafted so there is an incentive for them to move quickly. Mr. McNealy noted the 50 square foot size Variation is a small area. He also asked about outside dining for the retail restaurants. Ms. Clarke noted part of the façade has been pushed inward to create alcoves allowing for public dining on the private property. Mr. McNealy noted Tinley Park needs this project. He also hopes this project will be built with union labor.

Wilma Penny, resident, inquired about a traffic study being done and what does the Village intend to do about the congestion in this area. There are no bicycle lanes in Tinley. The bike lane on Oak Park Avenue it too small. The Comprehensive Plan was done in 2000 and nothing has been done with it. The proportions are off for the one bedroom apartment compared to the two bedroom apartments. Ms. Clarke replied in the past traffic studies were done, but nothing recent. The TIF district will hopefully give the money to improve this area. Ms. Wallrich noted a meeting was held regarding adding a Bicycle Master Plan to the budget. The Legacy Plan is the basis of the Legacy Code; the Plan establishes the Vision for the Village and the Code is meant to enforce that. However, as with all newly written codes they have to be tested and if flaws are found the Code can be modified. CHAIRMAN SHAW asked the developer if in Phase 2, the experience in Phase 1 shows 2-bedroom units are more desirable than 1-bedroom units, would they consider changing the plan for more two bedroom units. Mr. Diedrich replied that is likely what would happen.

Peg Danowitz, resident, noted the first-floor of the project should be all commercial and the Village should stand firm on that for tax purposes. A traffic study is needed now. She asked how many parking spaces are available now. Parking is an issue and where will guests and customers park. She wants to keep the overnight parking restriction. Can we require that the first-floor commercial be filled before they go on to Phase 2? Ms. Wallrich noted the incentive agreement addresses this.

Ron Centenny, resident, is concerned with the look of the building. He would like to see Old Tinley preserved. The Heritage of Tinley Park should be promoted rather than a modern building design. He belongs to a National Group for Historic Preservation and they have a Main street program that helps villages develop the downtown areas to make them look historic and encourage economic development.

CHAIRMAN SHAW asked for a motion to close the Public Hearing.

A Motion was made by COMMISSIONER AUGUSTYNIAK, seconded by COMMISSIONER STANTON to close the Public Hearing on the Boulevard at Central Station-6701-6755 South Street The Motion was approved by voice call. CHAIRMAN SHAW declared the Motion approved.

Ms. Clarke noted the Standards for Site Plan Approval as noted in the Staff Report.

- a. That the proposed Use is a Permitted Use in the district in which the property is located.
A Mixed-Use Development is permitted in the DC (Downtown Core) Zoning District. The incorporation of residential amenities on the first floor requires a Special Use Permit to be granted.
- b. That the proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses.
The property has been vacant for over ten (10) years with little redevelopment in the immediate area. This development will be the first of its scale in the Downtown. It will be the largest mixed-use building subject to the

Legacy Code. Although it is not compatible with the existing single-family homes that abut the property to the south, these properties will most likely redevelop over time. The project is consistent with the vision of the Legacy Plan and Transit Oriented Development (TOD) principals by providing residential density in close proximity to mass transportation. There will be public and private parking constructed as part of this development. The property access, lighting, landscaping will improve the area and are designed to meet the intent of the all Village codes.

- c. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient, and convenient movement of traffic, not only within the site but on adjacent roadways as well.
The proposed site layout provides access to South Street and 174th Street. All adjacent roadways will be reconstructed and provide for new sidewalks that currently do not exist today. There will be a public surface parking lot with 64 parking stalls and a private parking garage with 181 parking stalls for the new residents occupying the apartments.
- d. That the Site Plan provides for the safe movement of pedestrians within the site.
The plan provides seven-foot (7') wide public sidewalks along South Street and 67th Court and six (6) foot sidewalks along 174th Street. Within the site, there center drive aisle with a five (5) foot sidewalk that provides access at the east end of the property. There are also sidewalks at the rear of the commercial areas in Phase 1 to accommodate pedestrian traffic from the parking area.
- e. That there is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses and will provide a pleasing appearance to the public; any part of the Site Plan area not used for buildings, structures, parking, or access-ways shall be landscaped with a mixture of grass, trees, and shrubs.
A Landscape Plan has been submitted that meets the Ordinance requirements. A Streetscape Master Plan has been commissioned by the Village and once approved will be incorporated into the Boulevards Landscape Plan. The plan provides for a significant amount of landscaping within the Streetscape of South Street, 174th Street and 67th Court. A 14' buffer yard is provided behind the parking garage in Phase 2 along with landscaping within the surface parking lot. The proposed landscaping will be an improvement to what is there now.
- f. That all outdoor trash storage areas are adequately screened.
The outdoor trash is located in the interior of the buildings. The trash is wholly enclosed in Phase 1 adjacent to the loading dock area. Staff has concerns regarding how the garbage will be removed from Phase 2 interior trash area. The Architect stated the garbage will be rolled out to the interior curb area just outside the entrance to the parking deck. There does not appear to be adequate room in this area that does not encumber traffic. Staff also questions the garbage pickup schedule and if several times a week may prove to be unsightly.

Ms. Clarke noted the Legacy Code Standards as noted in the Staff Report.

- a. The proposed improvement meets the Legacy Plan and its Principles, as presented in Section I.A-B: Purpose and Intent, of this ordinance;
The Legacy Plan specifically calls for maximizing the number of people living within walking distance of the train station. The project will have the potential to bring at a minimum 165 new residents to the downtown. The proposed 29,853 square feet of new commercial storefronts and overall site design are in conformance with the goal of having a walkable downtown with a strong economic center.
- b. The new improvement is compatible with uses already developed or planned in this district and will not exercise undue detrimental influences upon surrounding properties;
The mixed-use building is permitted and is compatible with the retail and service uses existing and expected in the downtown.
- c. Any improvement meets the architectural standards set forth in the Legacy Code.
The two (2) buildings provides for a consistent style of architecture. The first floor retail storefront provides for varying materials with the use canvas and metal awnings, gooseneck light fixtures, and recessed doorways. The upper floors utilize balconies and a mixture of brick and Hardie panel siding to create interest. There is a rounded corner feature that creates a signature architectural feature at the prominent southeast corner of South Street and 67th Court. There is an archway that will bridge Phase 1 and Phase 2 that provides for a unique access to the parking areas behind the building and provides a break in the long expanse of the building's façade. Along the

front façade there are enclaves for future outdoor dining opportunities that also help to provide some visual breaks in the façade; the Legacy Plan encourages this type of façade treatment as part of the Permitted Private Frontages for this District. Each of the residential units will have balconies; some are recessed into the unit while others extend out from the wall. The commercial units will have either a metal or red canvas awning projecting five (5) feet out.

- d. The improvement will have the effect of protecting and enhancing the economic development of the Legacy Plan area. *The proposed improvements will provide new retail space that meets the needs of retailers. The Village will be able to attract commercial uses that will serve residents of the project, the community and beyond, thereby contributing to the economic health of the downtown area.*

Ms. Clarke then presented the Variation Standards:

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.

The Variation to reduce the square footage of a one-bedroom apartment is needed to compete with the existing market. However, the property has built in additional residential amenities such as fitness gym, pool, bike storage, individual storage units on each floor and a club room with kitchen, that make up for the loss in square footage of the apartment size.

2. The plight of the owner is due to unique circumstances.

The building plan and concept are unique to the property. This project has evolved with substantial input from the Village Staff. These variances are necessary to comply with the Village's requirement for indoor parking and to allow for a unique building with contrast which can be facilitated by the use of different materials.

3. The Variation, if granted, will not alter the essential character of the locality.

The project as a whole is being presented as one unified development. The developer is bringing forth a modern design that meets the intent of the Legacy Plan. The developer is working on a constrained site and trying to build a product that is comparable in size and price to existing mixed-used developments in the region. The project itself is going to transform the image of the downtown. This will be the first large-scale, mixed-use development that will be the catalyst for redevelopment in the downtown.

Ms. Clarke noted additional Standards for Variations are listed in the Staff Report. She proceeded with outlining the Special Use standards referring to the Staff Report that provided a complete list as follows:

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;

The incorporation of the residential amenities (fitness gym, club room with kitchen, conference room, and leasing office will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The uses are incorporated with the overall design of the first floor lobby area and will built to meet all building codes.

- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;

The inclusion of residential uses on the first floor will not be injurious to the use and enjoyment of other properties in the immediate vicinity. There is a train station across the street and a mix of commercial and residential uses surrounding the property.

- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;

Having some residential amenities on the first floor will not impede the normal development of the downtown, however these uses will not provide the necessary sales tax the Community is hoping to achieve with redevelopment in the downtown.

- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;

As part of this development, the developer will be reconstructing all the adjacent roadways the site abuts. The new regional pond, which was established out on the Panduit Site, is providing the necessary stormwater management that normally would have been required. Volume control measures are being installed within the surface parking lot of Phase 1 to address any additional drainage issues.

- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and

The residential amenities will only be accessed from the interior lobby area of Phase 1. Since these areas will only be utilized by the residents living in the apartments, there will not be any issues of increased traffic on the public streets to accommodate these uses.

- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.

The DC (Downtown Core) District for this area requires first floor commercial retail. The accessory residential uses are permitted with the granting of a Special Use Permit.

- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.

The DC (Downtown Core) District requires that commercial uses be on the first floor. This development will be reducing the available retail space on South Street by allowing residential amenities on the first floor in Phase 1. Staff is concerned that from the street view, these "store fronts" will be vacant most of the time. The residential amenities will not draw people to this area to shop.

CHAIRMAN SHAW asked for a Motion.

A Motion was made by COMMISSIONER GATTO, seconded by COMMISSIONER AUGUSTYNIAK to grant the Petitioner, David Sosin, on behalf of South Street Development, LLC, Site Plan Approval at the property located at 6701-6755 W. South Street in accordance with the plans submitted and listed herein subject to the following conditions:

- 1) A minimum of 1:1 parking will be provided on site throughout the construction process.
- 2) The developer will obtain the necessary construction easements from the Village for the use of their property during construction.
- 3) The eastern surface parking lot illustrated in Phase 1 will be constructed per Village's standards in the event the developer does not commence construction of Phase 2.
- 4) The final design of the dog run in Phase 2 will be reviewed by staff prior to construction.
- 5) The final landscape plans will be subject to the final Streetscape Plans approved by the Village.
- 6) If additional parking spaces are needed for the residential units, the residential tenants may lease spaces from the Village's public surface parking lot.
- 7) The final number of bike racks and locations will be subject to the final Streetscape Plan approved by the Village.
- 8) The owner will be required to replace any red awning when it experiences greater than 40% color fade from the original CBG/Pantone color.
- 9) Final approval of the photometric plan will include lighting in the surface parking lot in Phase 1.
- 10) The perimeter landscaping around the Phase 2 gravel lot, must be installed in the event Phase 2 is not started within two (2) years of Phase 1 completion.

The Motion as amended by COMMISSIONER GATTO, seconded by COMMISSIONER AUGUSTYNIAK to include condition #11:

#11) Any plan changes are completed as discussed in the Public Hearing.

AYES: STANTON, MANI, VICK, AUGUSTYNIAK, GATTO and CHAIRMAN SHAW

NAYS: NONE

CHAIRMAN SHAW declared the Motion unanimously approved.

A motion was made by COMMISSIONER STANTON, seconded by COMMISSIONER AUGUSTYNIAK to recommend that the Village Board grant a Special Use Permit to the Petitioner, David Sosin, on behalf of South Street Development, LLC, the following Special Use Permit at the property located at 6701-6755 W. South Street in accordance with the plans submitted and listed herein and adopt Findings of Fact submitted by the Applicant and as proposed by Village Staff, and as may be amended by the Plan Commission at this meeting.

1. A Special Use Permit from Section XII.3. A. (Table 3.A.2) of the Legacy Code requires *Accessory Residential Uses* on the Street Level in a mixed-use building be granted a Special Use Permit.

Subject to the following conditions:

- (a) The first floor amenities (fitness gym and clubroom) will be relocated to Phase 2.

The Motion as amended by COMMISSIONER STANTON, seconded by COMMISSIONER VICK to include condition:

- (b) As discussed in the Public Hearing, the first floor amenities (fitness gym) will be relocated to Phase 2 upon its completion.

AYES: STANTON, MANI, VICK, AUGUSTYNIAK, GATTO and CHAIRMAN SHAW

NAYS: NONE

CHAIRMAN SHAW declared the Motion unanimously approved.

A motion was made by COMMISSIONER AUGUSTYNIAK, seconded by COMMISSIONER GATTO to recommend that the Village Board grant the Petitioner, Petitioner, David Sosin, on behalf of South Street Development, LLC, the following Variations at the property located at 6701-6755 W. South Street in accordance with the plans submitted and listed herein and adopt Findings of Fact submitted by the Applicant and as proposed by Village Staff, and as may be amended by the Plan Commission at this meeting.

1. A 70 square foot Variation from Section V.C.2 of the Zoning Code to allow a 745 square foot one-bedroom apartment where the minimum useable floor area for a one-bedroom apartment is 800 square feet.
2. A residential parking Variation from Section XII.3.C.d. of the Legacy Code which requires parking for residential uses to not be open to the sky to allow for the development in Phase I to have an open to the sky parking lot for the residential uses.
3. A four (4) foot wide Variation from Section XII.3.E.4.c of the Legacy Code to allow a 24-foot wide two-way driveway instead of the maximum 20 feet allowed for a two-lane driveway.

4. An eight (8) foot wide Variation from Section XII.3.E.4.c of the Legacy Code to allow a 20-foot wide one-lane driveway instead of the maximum 12 feet allowed for a one-lane driveway.
5. A one (1) foot and a five (5) foot front yard Variations from Section XII.2.A.9 (Table 2.A.6) of the Legacy Code to allow a six (6) foot front yard setback on South Street and a ten (10) foot front yard setback on 67th Court where the maximum front yard setback is five (5) feet.
6. A two (2) foot side yard Variation from Section XII.2.A.9 (Table 2.A.6) of the Legacy Code to allow a seven (7) foot interior side yard setback where the maximum interior side yard setback is five (5) feet.
7. A 68 square foot Variation from Section XII.4.E (Table 4.E.1) of the Legacy Code to allow a one-hundred square foot projecting sign where the maximum sign permitted is 32 square feet. \
8. A Variation from Section XII.4.E (Table 4.E.1) of the Legacy Code to allow a projecting sign to extend past the 2nd floor.
9. A 2 foot Variation from Section XII.3.C.4 to allow an 8.5' X 16.5' parking stall in the parking garage for compact cars stall instead of the required nine 9'x18' with the condition that the parking stalls only can be reduced for any stalls above the 165 standard stalls required.
10. A 9.3% material Variation from Section XII.3.B.7.a to reduce the percentage of primary materials on the external elevations to allow for 65% where 75% is required in order to accommodate the use of architectural precast/block on the first floor.
11. A 9.3% material Variation from Section XII.3.B.7.a to allow up to 34.3% accent material where the maximum is 25%.

AYES: STANTON, MANI, VICK, AUGUSTYNIAK, GATTO and CHAIRMAN SHAW

NAYS: NONE

CHAIRMAN SHAW declared the Motion unanimously approved.

A motion was made by COMMISSIONER VICK, seconded by COMMISSIONER AUGUSTYNIAK to grant the Petitioner, David Sosin, on behalf of South Street Development, LLC, Final Plat Approval at the property located at 6701-6755 W. South Street in accordance with the plat submitted and listed herein subject to the following conditions:

1. Final Plat conditioned upon Final Engineering approval.

AYES: STANTON, MANI, VICK, AUGUSTYNIAK, GATTO and CHAIRMAN SHAW

NAYS: NONE

CHAIRMAN SHAW declared the Motion unanimously approved.

GOOD OF THE ORDER:

None at this time

COMMENTS FROM THE COMMISSION

None at this time.

PUBLIC COMMENT:

None at this time.

ADJOURNMENT:

There being no further business, a Motion was made by PLAN COMMISSIONER STANTON, seconded by PLAN COMMISSIONER AUGUSTYNIAK, to adjourn the Regular Meeting of the Plan Commission of September 6, 2018 at 10:40 p.m. The Motion was unanimously approved by voice call. PLAN COMMISSION CHAIRMAN SHAW declared the meeting adjourned.



Design before 1st Plan Commission

Masonry accent
medallion(s)

Moved and
illuminated sign



Enhanced Cornice Design

Added trim at fenestration

Increased depth of balconies and added trim. Vertical trim added at newel posts to enhance verticality and rotunda

Added Crown

Added balcony lights

Added light fixtures

Surface mounted channel signs instead of sign panels, with halo lighting

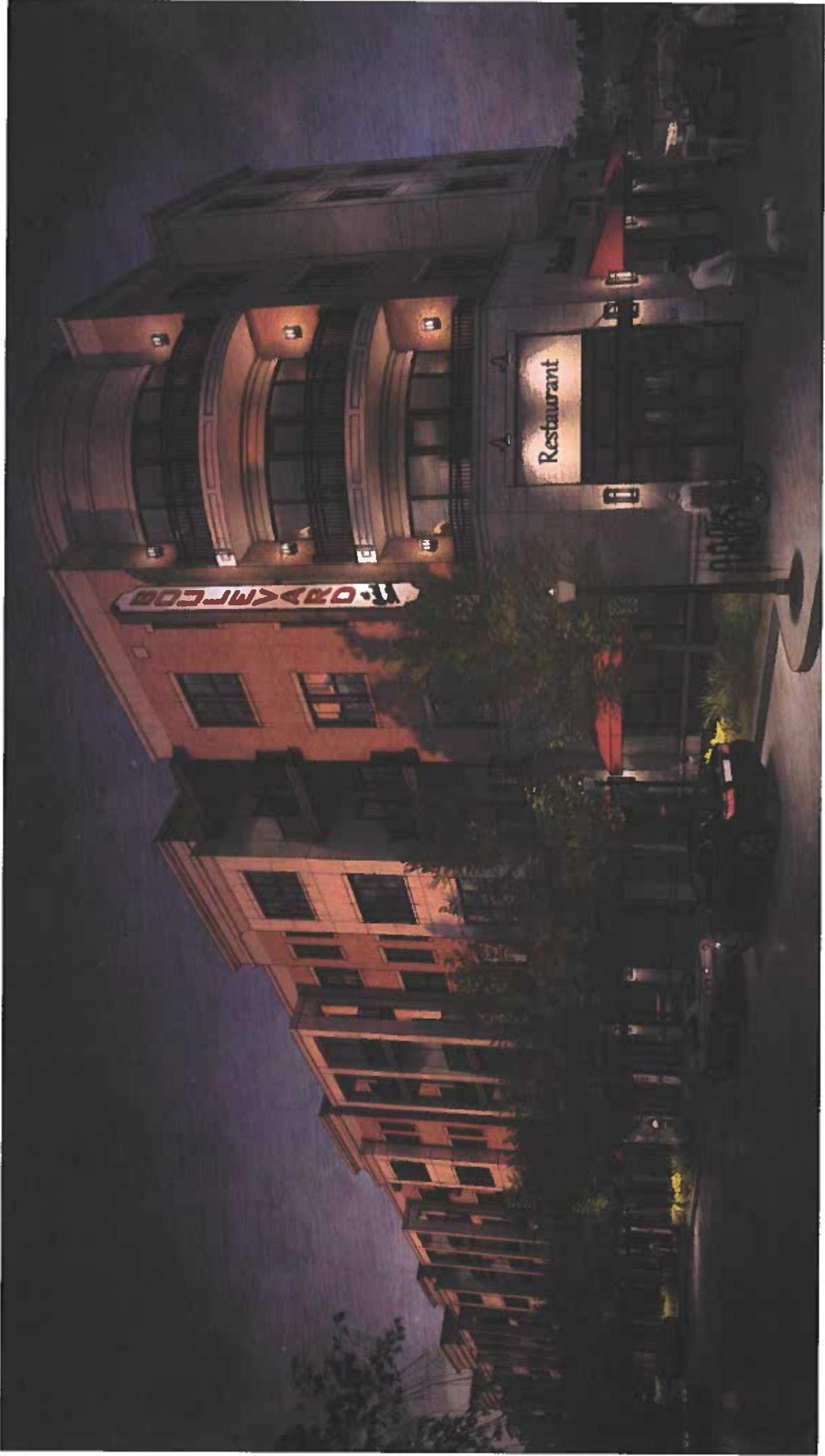
Enhanced look of monumental architectural precast

Refined spandrel panels above doors

Updated corner design for 2nd Plan Commission

8/27/18





AUGUST 24, 2018

THE BOULEVARD AT CENTRAL STATION

TINLEY PARK, ILLINOIS
SOUTH STREET, LLC



A000

COVER SHEET

BUILDING AREAS

UNIT TYPE	QUANTITY	UNIT AREA	UNIT COUNT	UNIT AREA	UNIT COUNT	UNIT AREA	UNIT COUNT
APR 10-11	3	2,500	3	2,500	3	2,500	3
APR 11-12	7	2,500	7	2,500	7	2,500	7
APR 12-13	4	2,500	4	2,500	4	2,500	4
APR 13-14	1	2,500	1	2,500	1	2,500	1
APR 14-15	1	2,500	1	2,500	1	2,500	1
APR 15-16	1	2,500	1	2,500	1	2,500	1
APR 16-17	1	2,500	1	2,500	1	2,500	1
APR 17-18	1	2,500	1	2,500	1	2,500	1
APR 18-19	1	2,500	1	2,500	1	2,500	1
APR 19-20	1	2,500	1	2,500	1	2,500	1
APR 20-21	1	2,500	1	2,500	1	2,500	1
APR 21-22	1	2,500	1	2,500	1	2,500	1
APR 22-23	1	2,500	1	2,500	1	2,500	1
APR 23-24	1	2,500	1	2,500	1	2,500	1
APR 24-25	1	2,500	1	2,500	1	2,500	1
APR 25-26	1	2,500	1	2,500	1	2,500	1
APR 26-27	1	2,500	1	2,500	1	2,500	1
APR 27-28	1	2,500	1	2,500	1	2,500	1
APR 28-29	1	2,500	1	2,500	1	2,500	1
APR 29-30	1	2,500	1	2,500	1	2,500	1
APR 30-31	1	2,500	1	2,500	1	2,500	1
TOTAL	30	75,000	30	75,000	30	75,000	30

BUILDING AREAS

UNIT TYPE	QUANTITY	UNIT AREA	UNIT COUNT	UNIT AREA	UNIT COUNT	UNIT AREA	UNIT COUNT
APR 10-11	3	2,500	3	2,500	3	2,500	3
APR 11-12	7	2,500	7	2,500	7	2,500	7
APR 12-13	4	2,500	4	2,500	4	2,500	4
APR 13-14	1	2,500	1	2,500	1	2,500	1
APR 14-15	1	2,500	1	2,500	1	2,500	1
APR 15-16	1	2,500	1	2,500	1	2,500	1
APR 16-17	1	2,500	1	2,500	1	2,500	1
APR 17-18	1	2,500	1	2,500	1	2,500	1
APR 18-19	1	2,500	1	2,500	1	2,500	1
APR 19-20	1	2,500	1	2,500	1	2,500	1
APR 20-21	1	2,500	1	2,500	1	2,500	1
APR 21-22	1	2,500	1	2,500	1	2,500	1
APR 22-23	1	2,500	1	2,500	1	2,500	1
APR 23-24	1	2,500	1	2,500	1	2,500	1
APR 24-25	1	2,500	1	2,500	1	2,500	1
APR 25-26	1	2,500	1	2,500	1	2,500	1
APR 26-27	1	2,500	1	2,500	1	2,500	1
APR 27-28	1	2,500	1	2,500	1	2,500	1
APR 28-29	1	2,500	1	2,500	1	2,500	1
APR 29-30	1	2,500	1	2,500	1	2,500	1
APR 30-31	1	2,500	1	2,500	1	2,500	1
TOTAL	30	75,000	30	75,000	30	75,000	30

BUILDING AREAS

UNIT TYPE	QUANTITY	UNIT AREA	UNIT COUNT	UNIT AREA	UNIT COUNT	UNIT AREA	UNIT COUNT
APR 10-11	3	2,500	3	2,500	3	2,500	3
APR 11-12	7	2,500	7	2,500	7	2,500	7
APR 12-13	4	2,500	4	2,500	4	2,500	4
APR 13-14	1	2,500	1	2,500	1	2,500	1
APR 14-15	1	2,500	1	2,500	1	2,500	1
APR 15-16	1	2,500	1	2,500	1	2,500	1
APR 16-17	1	2,500	1	2,500	1	2,500	1
APR 17-18	1	2,500	1	2,500	1	2,500	1
APR 18-19	1	2,500	1	2,500	1	2,500	1
APR 19-20	1	2,500	1	2,500	1	2,500	1
APR 20-21	1	2,500	1	2,500	1	2,500	1
APR 21-22	1	2,500	1	2,500	1	2,500	1
APR 22-23	1	2,500	1	2,500	1	2,500	1
APR 23-24	1	2,500	1	2,500	1	2,500	1
APR 24-25	1	2,500	1	2,500	1	2,500	1
APR 25-26	1	2,500	1	2,500	1	2,500	1
APR 26-27	1	2,500	1	2,500	1	2,500	1
APR 27-28	1	2,500	1	2,500	1	2,500	1
APR 28-29	1	2,500	1	2,500	1	2,500	1
APR 29-30	1	2,500	1	2,500	1	2,500	1
APR 30-31	1	2,500	1	2,500	1	2,500	1
TOTAL	30	75,000	30	75,000	30	75,000	30

BUILDING AREAS

UNIT TYPE	QUANTITY	UNIT AREA	UNIT COUNT	UNIT AREA	UNIT COUNT	UNIT AREA	UNIT COUNT
APR 10-11	3	2,500	3	2,500	3	2,500	3
APR 11-12	7	2,500	7	2,500	7	2,500	7
APR 12-13	4	2,500	4	2,500	4	2,500	4
APR 13-14	1	2,500	1	2,500	1	2,500	1
APR 14-15	1	2,500	1	2,500	1	2,500	1
APR 15-16	1	2,500	1	2,500	1	2,500	1
APR 16-17	1	2,500	1	2,500	1	2,500	1
APR 17-18	1	2,500	1	2,500	1	2,500	1
APR 18-19	1	2,500	1	2,500	1	2,500	1
APR 19-20	1	2,500	1	2,500	1	2,500	1
APR 20-21	1	2,500	1	2,500	1	2,500	1
APR 21-22	1	2,500	1	2,500	1	2,500	1
APR 22-23	1	2,500	1	2,500	1	2,500	1
APR 23-24	1	2,500	1	2,500	1	2,500	1
APR 24-25	1	2,500	1	2,500	1	2,500	1
APR 25-26	1	2,500	1	2,500	1	2,500	1
APR 26-27	1	2,500	1	2,500	1	2,500	1
APR 27-28	1	2,500	1	2,500	1	2,500	1
APR 28-29	1	2,500	1	2,500	1	2,500	1
APR 29-30	1	2,500	1	2,500	1	2,500	1
APR 30-31	1	2,500	1	2,500	1	2,500	1
TOTAL	30	75,000	30	75,000	30	75,000	30

ZONING ANALYSIS

Category	Item	Value	Percentage	
Land Area	Total Land Area	75,000	100%	
	Impervious Area	15,000	20%	
	Permeable Area	60,000	80%	
	Roof Area	10,000	13%	
	Asphalt	5,000	7%	
	Concrete	5,000	7%	
	Grass	10,000	13%	
	Other	5,000	7%	
	Vehicle Parking	Total Vehicle Parking	100	100%
		Surface	80	80%
Structure		20	20%	
Other		0	0%	
Bicycle Parking		Total Bicycle Parking	10	100%
		Surface	8	80%
		Structure	2	20%
		Other	0	0%

VEHICLE PARKING

Category	Item	Value	Percentage	
Land Area	Total Land Area	75,000	100%	
	Impervious Area	15,000	20%	
	Permeable Area	60,000	80%	
	Roof Area	10,000	13%	
	Asphalt	5,000	7%	
	Concrete	5,000	7%	
	Grass	10,000	13%	
	Other	5,000	7%	
	Vehicle Parking	Total Vehicle Parking	100	100%
		Surface	80	80%
Structure		20	20%	
Other		0	0%	
Bicycle Parking		Total Bicycle Parking	10	100%
		Surface	8	80%
		Structure	2	20%
		Other	0	0%

BICYCLE PARKING

Category	Item	Value	Percentage	
Land Area	Total Land Area	75,000	100%	
	Impervious Area	15,000	20%	
	Permeable Area	60,000	80%	
	Roof Area	10,000	13%	
	Asphalt	5,000	7%	
	Concrete	5,000	7%	
	Grass	10,000	13%	
	Other	5,000	7%	
	Vehicle Parking	Total Vehicle Parking	100	100%
		Surface	80	80%
Structure		20	20%	
Other		0	0%	
Bicycle Parking		Total Bicycle Parking	10	100%
		Surface	8	80%
		Structure	2	20%
		Other	0	0%

THE BOULEVARD AT CENTRAL STATION

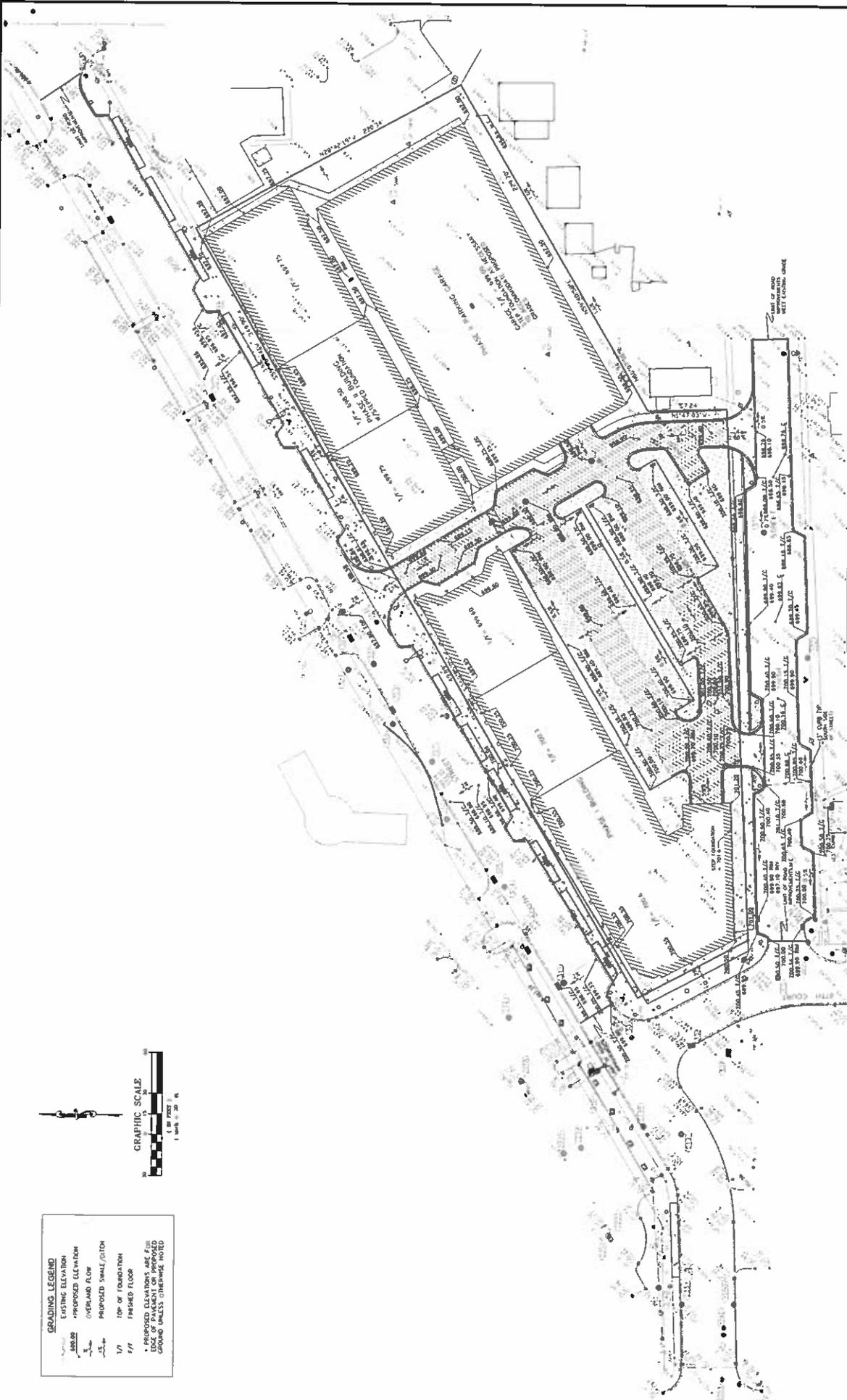
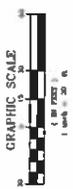
TINLEY PARK, ILLINOIS
SOUTH STREET, LLC.

A002
BUILDING AREA TABLES

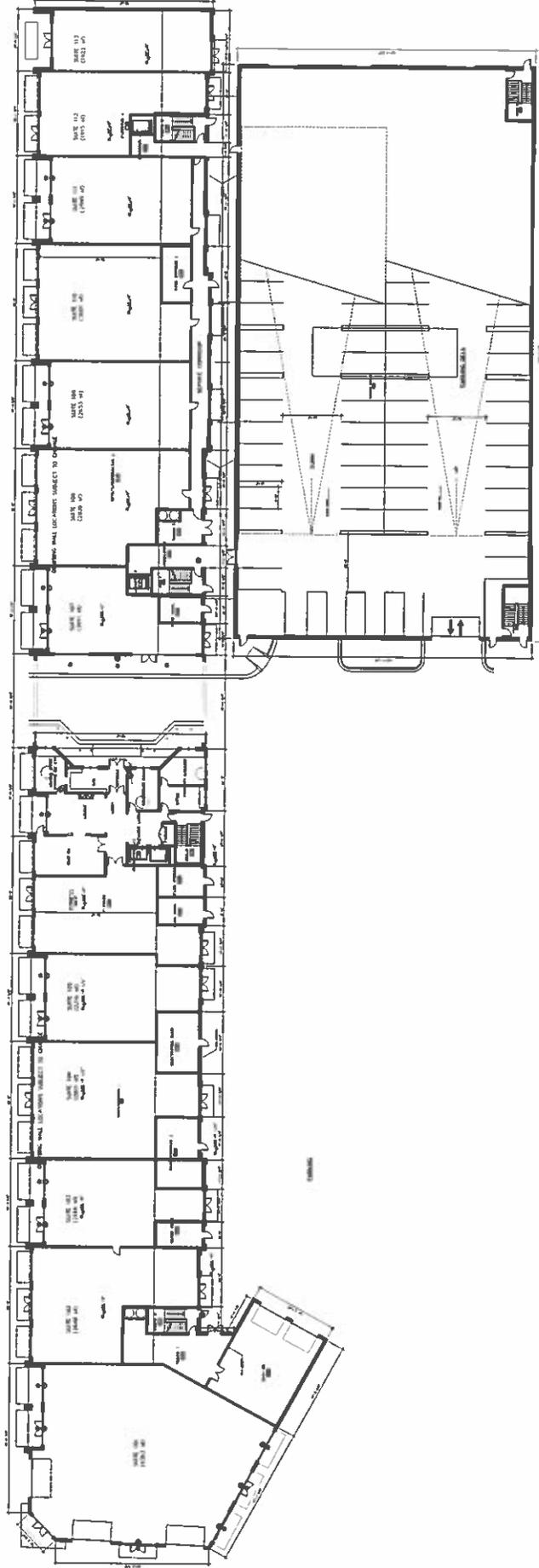


GRAADING LEGEND

- EXISTING ELEVATION
- * PROPOSED ELEVATION
- OVERLAND FLOW
- PROPOSED SHALE/DITCH
- TOP OF FOUNDATION
- FRESH FLOOR
- PROPOSED ELEVATIONS ARE F.O.B. EDGE OF PAVEMENT OR PROPOSED GROUND UNLESS OTHERWISE NOTED



PROJECT NO. 191-100		M BRIDGE ENGINEERING, INC. 1100 N. WASHINGTON ST., SUITE 200 CHICAGO, ILLINOIS 60610 TEL: (312) 467-1000 FAX: (312) 467-1001 WWW.MBRIDGEENGINEERING.COM	DATE 7/16/2018	SCALE AS SHOWN	DESIGNED BY J. B. BRIDGE	CHECKED BY J. B. BRIDGE
SHEET 5			PROJECT TITLE THE BOULEVARD AT CENTRAL STATION TRINITY PARK, ILLINOIS	DATE 7/16/2018	SCALE AS SHOWN	DESIGNED BY J. B. BRIDGE



FIRST FLOOR OVERALL

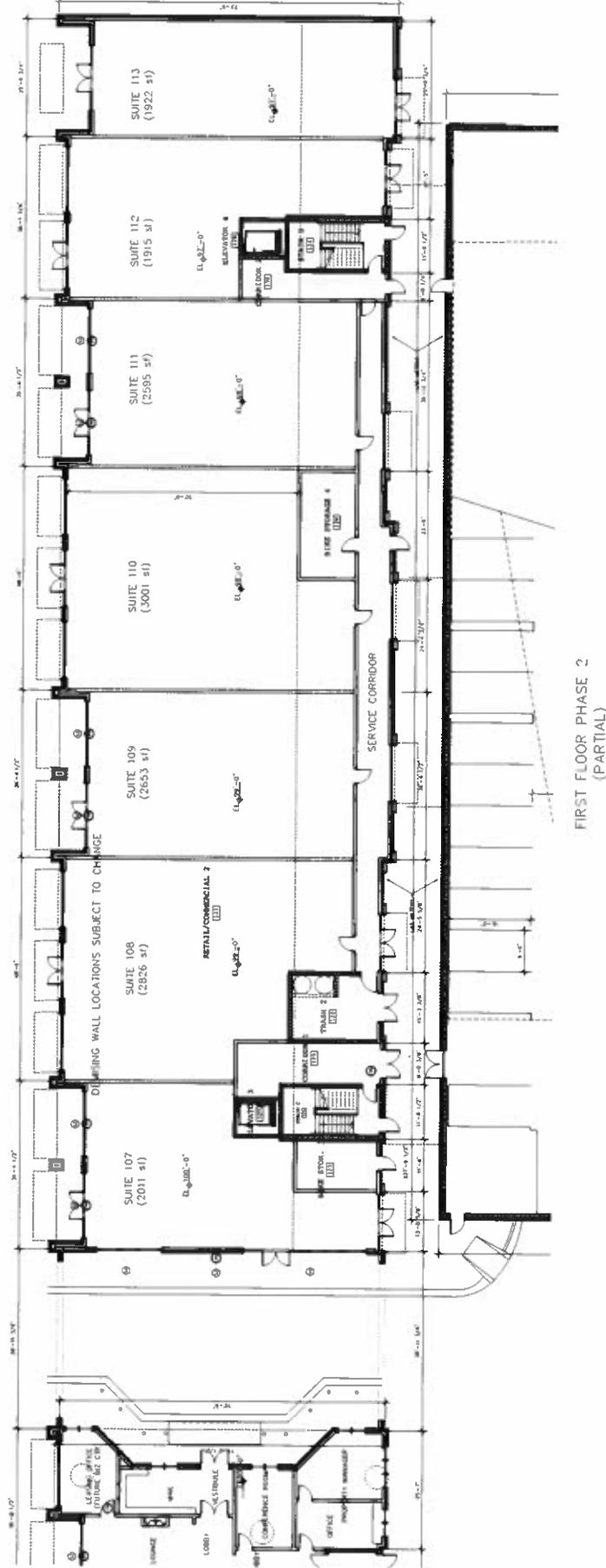


JULY 17, 2018

THE BOULEVARD AT CENTRAL STATION
 TINLEY PARK, ILLINOIS
 SOUTH STREET, LLC



A101
 OVERALL FIRST FLOOR
 BUILDING PLAN



JULY 17, 2018

THE BOULEVARD AT CENTRAL STATION
 TINLEY PARK, ILLINOIS
 SOUTH STREET, LLC.



A101B
 PHASE 2 FIRST FLOOR
 BUILDING PLAN

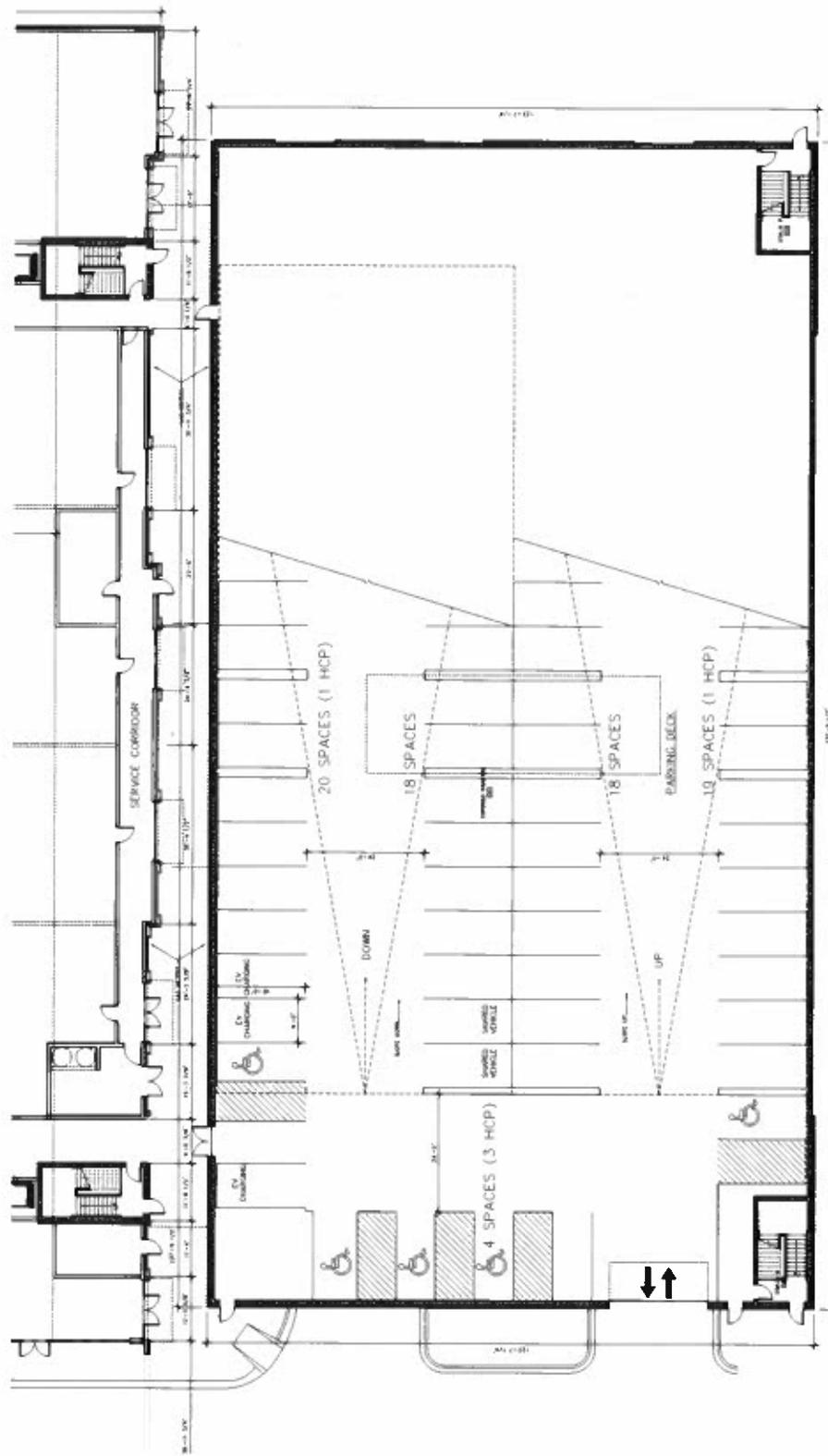
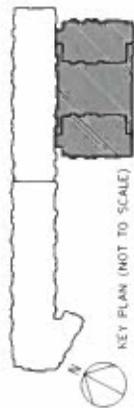


AUGUST 24, 2018

THE BOULEVARD AT CENTRAL STATION TINLEY PARK, ILLINOIS SOUTH STREET, LLC.



A101C
PHASE 2 FIRST FLOOR
PARKING PLAN



FIRST FLOOR PHASE 2
(PARTIAL)



AUGUST 24, 2018

THE BOULEVARD AT CENTRAL STATION

TINLEY PARK, ILLINOIS

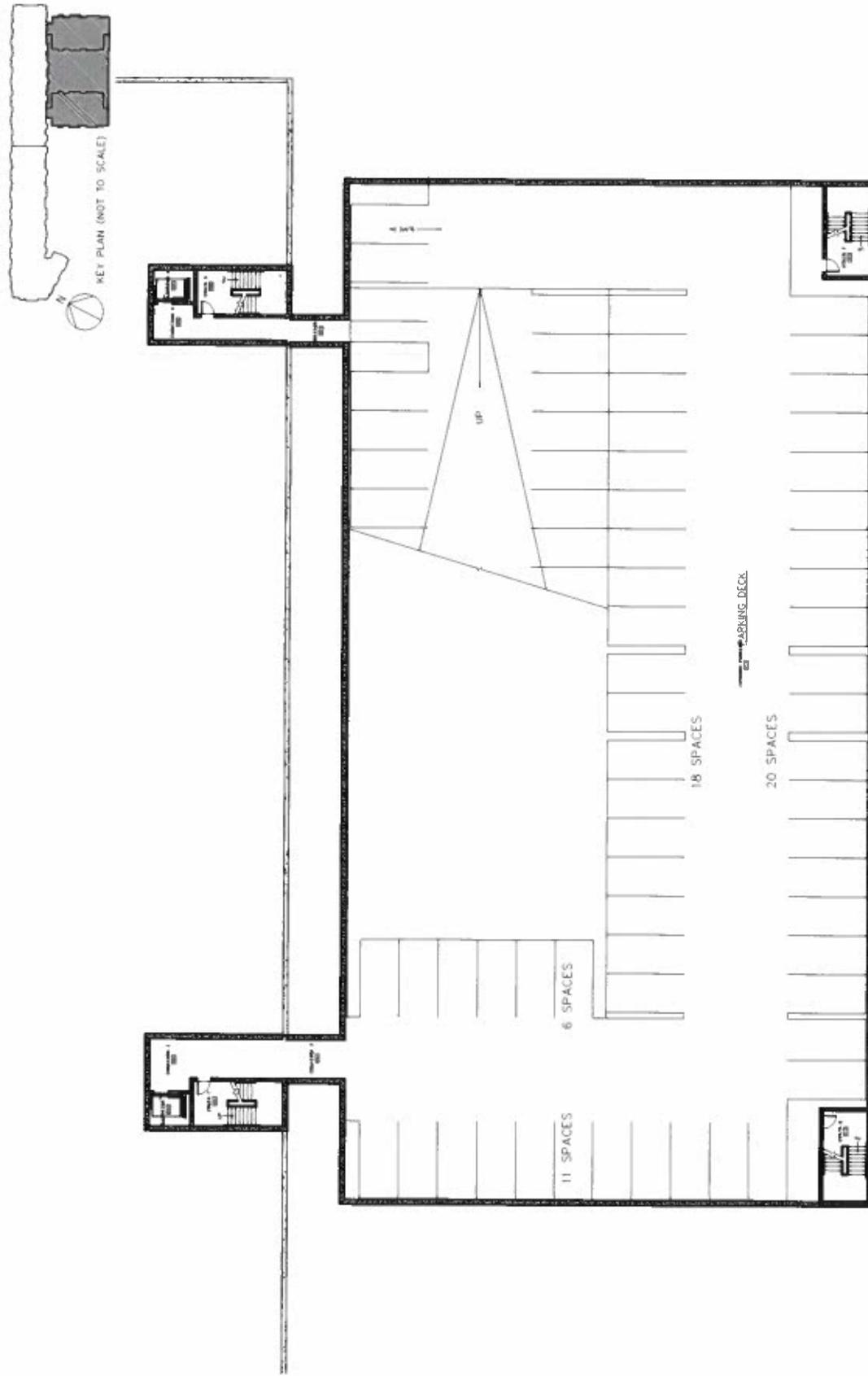
SOUTH STREET, LLC.

LOWER PARKING PHASE 2



A101D

PHASE 2 LOWER FLOOR
PARKING PLAN





AUGUST 24, 2018

THE BOULEVARD AT CENTRAL STATION

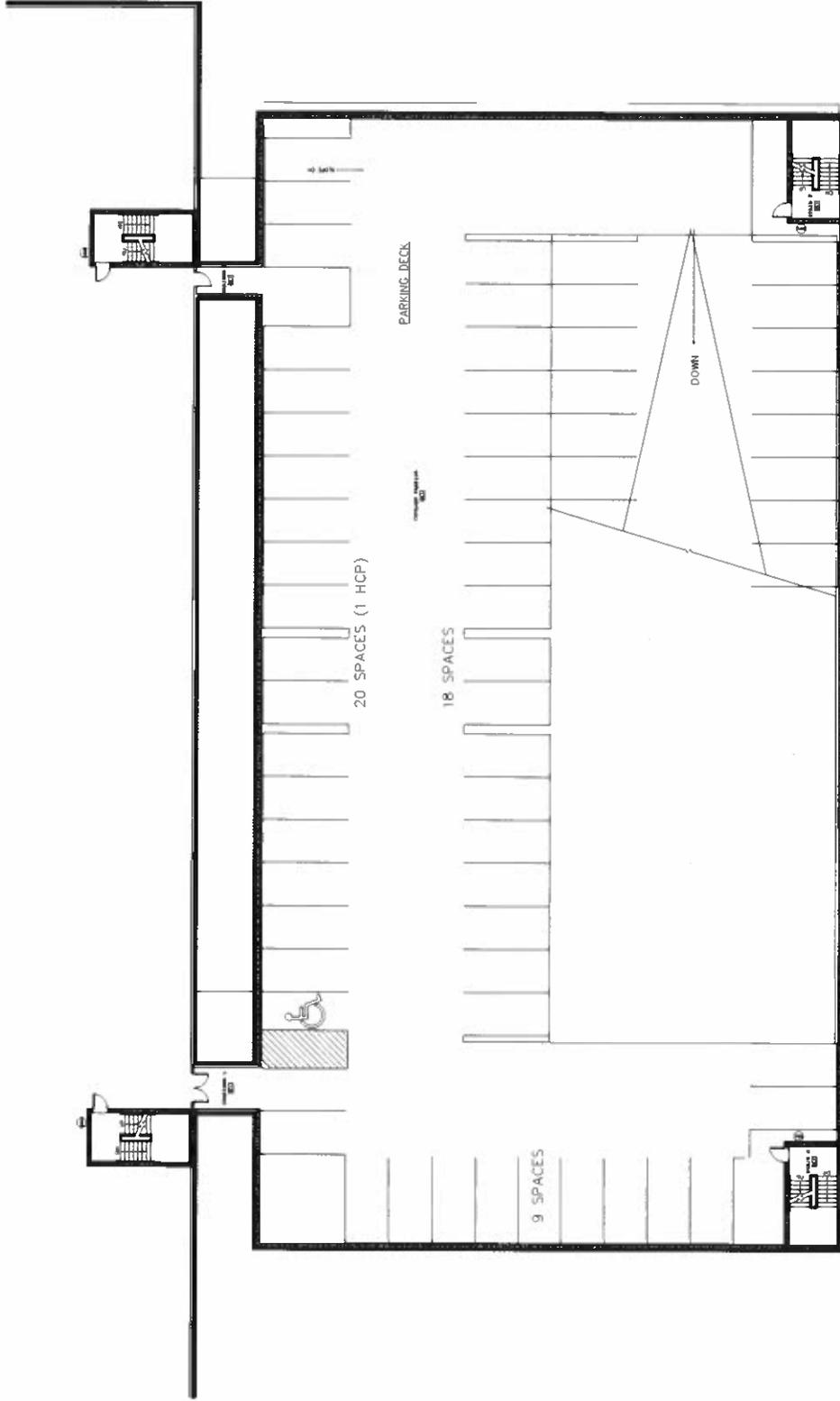
TINLEY PARK, ILLINOIS
SOUTH STREET, LLC.

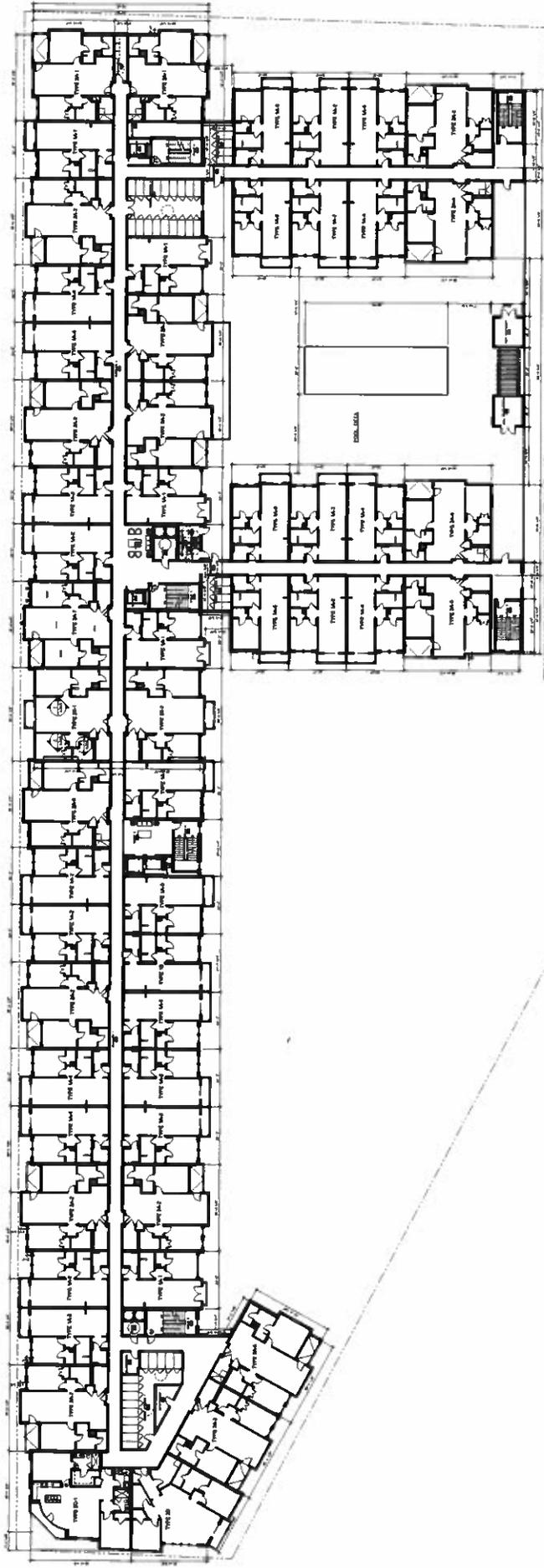
UPPER PARKING PHASE 2



A101E

PHASE 2 UPPER FLOOR
PARKING PLAN





SECOND FLOOR OVERALL

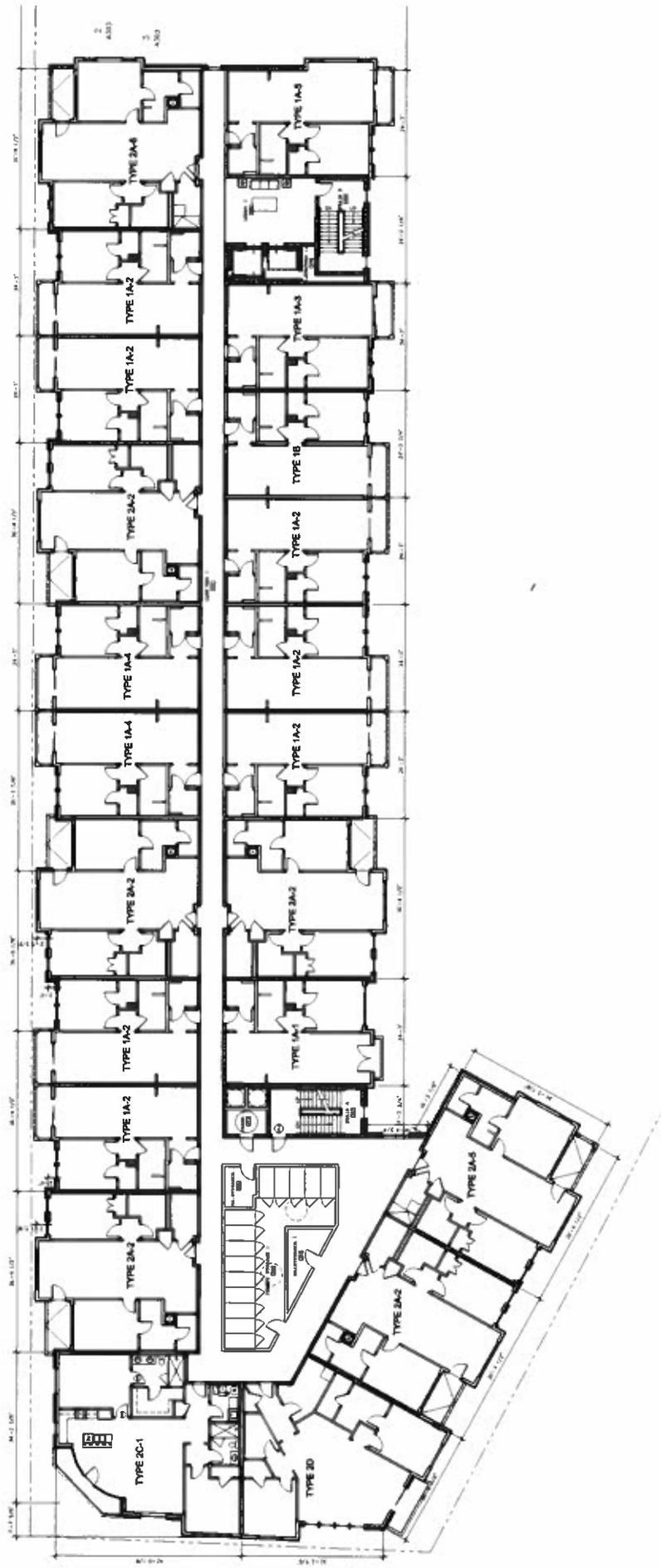
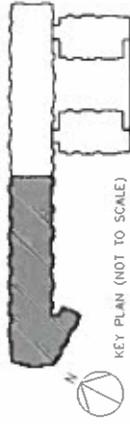
A102
OVERALL SECOND FLOOR
BUILDING PLAN



THE BOULEVARD AT CENTRAL STATION
TINLEY PARK, ILLINOIS
SOUTH STREET, LLC.

JULY 17, 2018





SECOND FLOOR PHASE 1



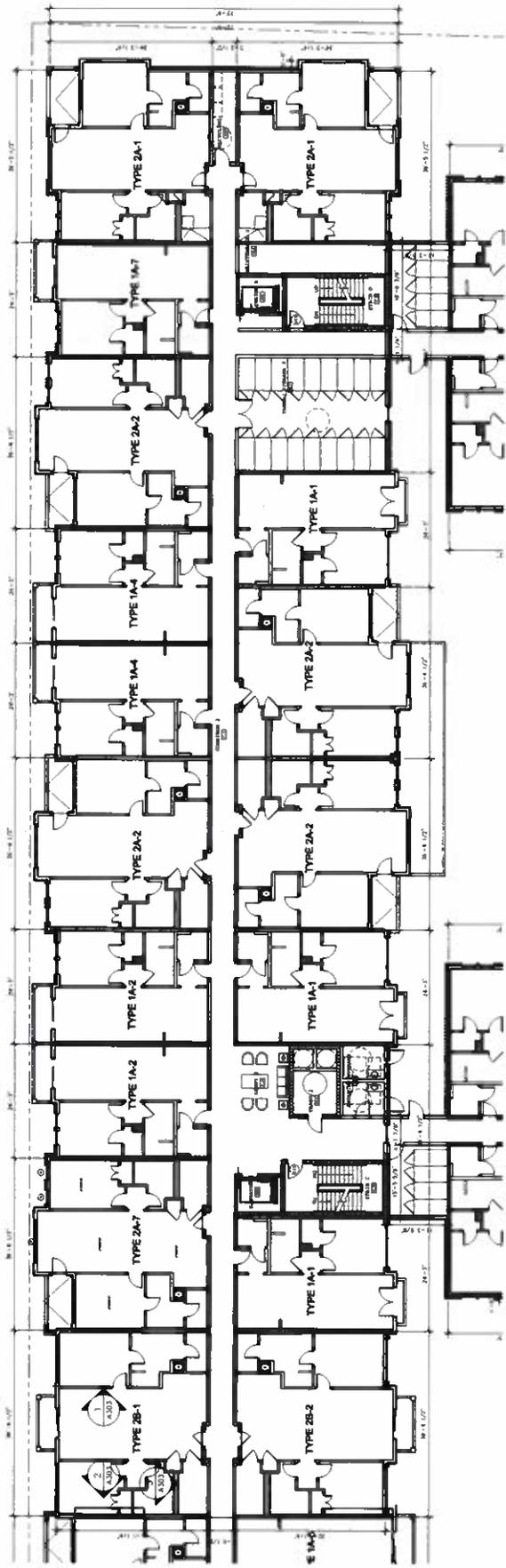
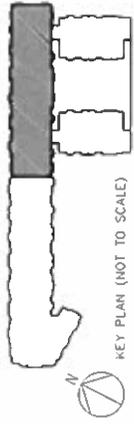
JULY 17, 2018

THE BOULEVARD AT CENTRAL STATION

TINLEY PARK, ILLINOIS
SOUTH STREET, LLC.



A102A
PHASE 1 SECOND FLOOR
BUILDING PLAN



SECOND FLOOR PHASE 2
(PARTIAL)



JULY 17, 2018

THE BOULEVARD AT CENTRAL STATION
 TINLEY PARK, ILLINOIS
 SOUTH STREET, LLC.



A102B
 PHASE 2 SECOND FLOOR
 BUILDING PLAN

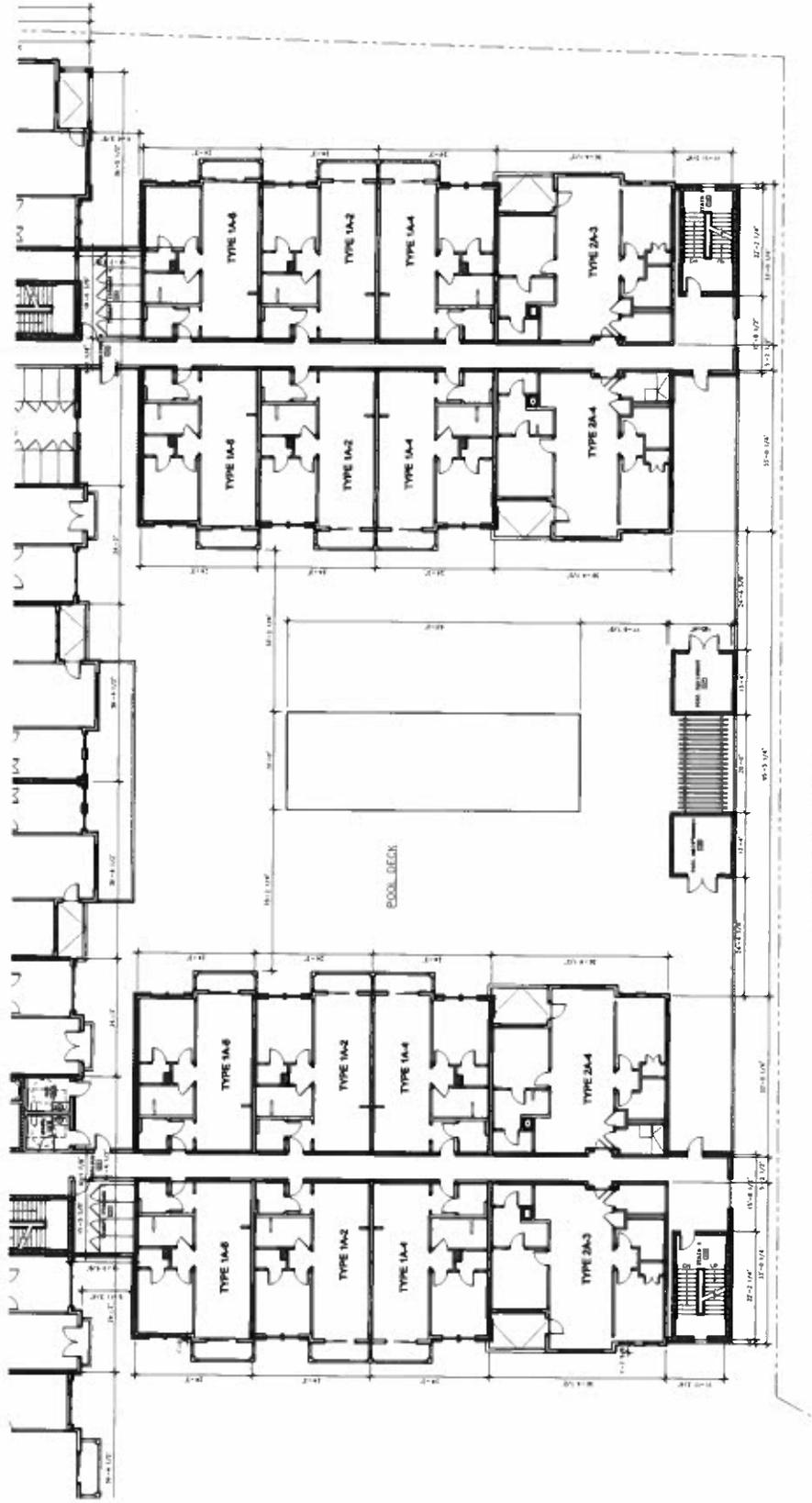


JULY 17, 2018

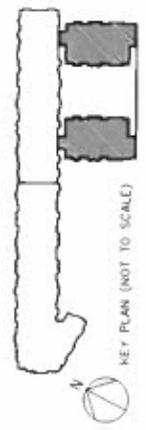
THE BOULEVARD AT CENTRAL STATION TINLEY PARK, ILLINOIS SOUTH STREET, LLC.

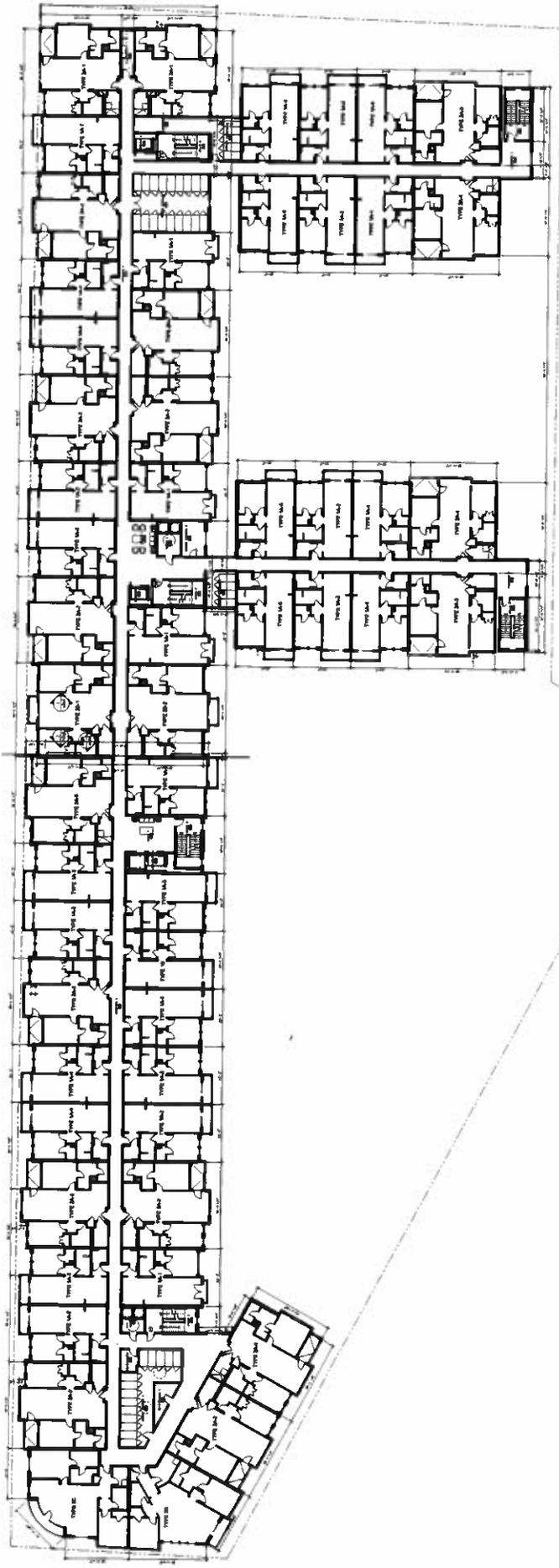


A102C
PHASE 2 SECOND FLOOR
BUILDING PLAN



SECOND FLOOR PHASE 2
(PARTIAL)





THIRD FLOOR OVERALL

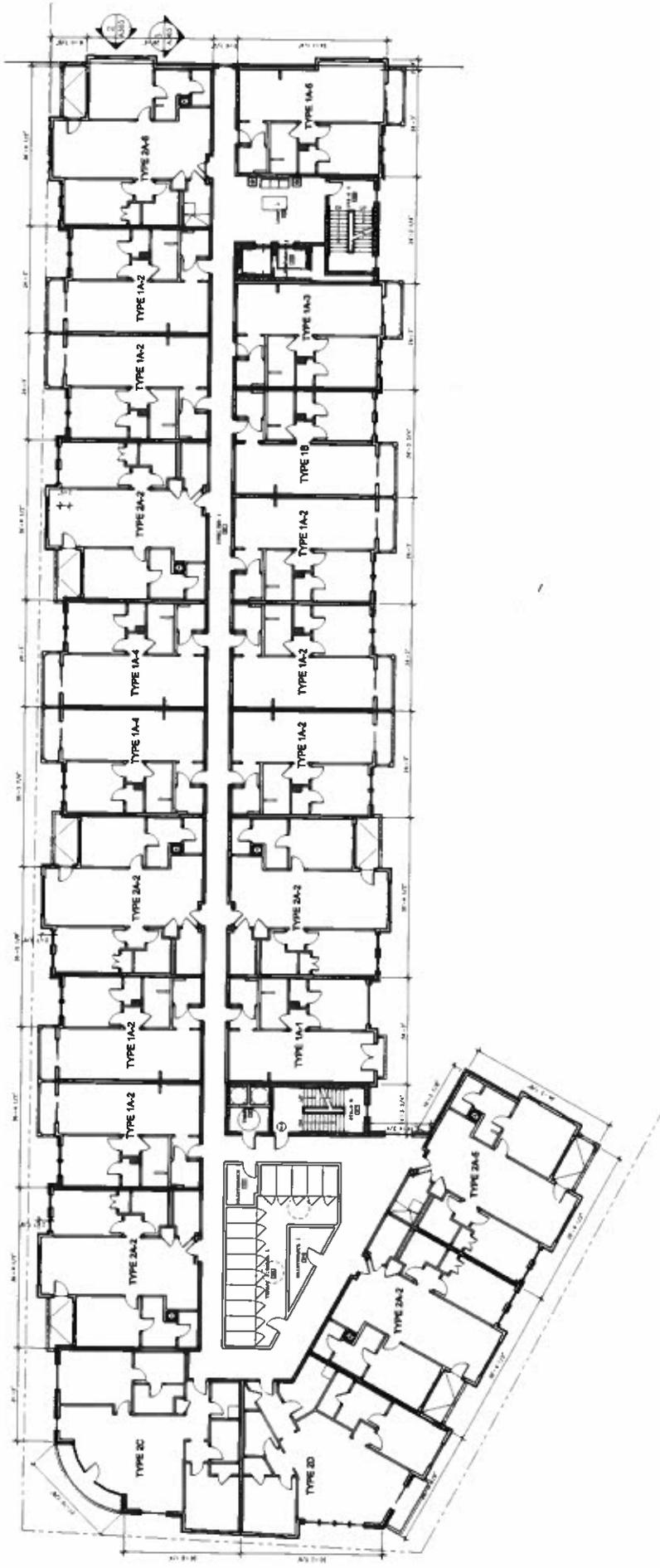


JULY 17, 2018

THE BOULEVARD AT CENTRAL STATION
 TINLEY PARK, ILLINOIS
 SOUTH STREET, LLC.



A103
 OVERALL THIRD FLOOR
 BUILDING PLAN



THIRD FLOOR PHASE 1



JULY 17, 2018

THE BOULEVARD AT CENTRAL STATION
 TINLEY PARK, ILLINOIS
 SOUTH STREET, LLC.



A103A
 PHASE 1 THIRD FLOOR
 BUILDING PLAN



THIRD FLOOR PHASE 2
(PARTIAL)



THE BOULEVARD AT CENTRAL STATION
 TINLEY PARK, ILLINOIS
 SOUTH STREET, LLC.

AUGUST 24, 2018



A103B
 PHASE 2 THIRD FLOOR
 BUILDING PLAN

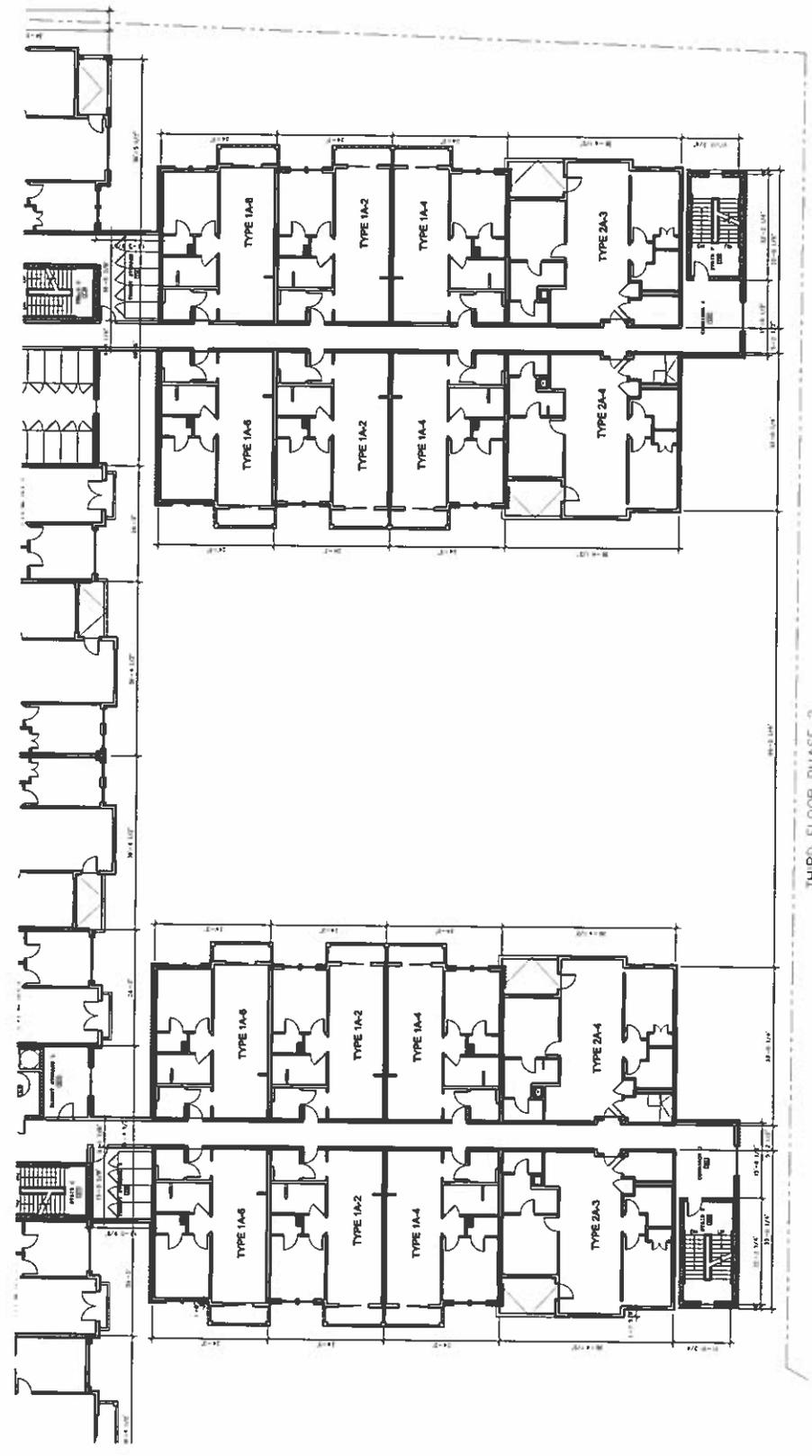


JULY 17, 2018

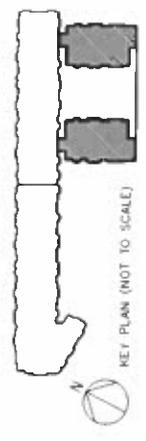
THE BOULEVARD AT CENTRAL STATION TINLEY PARK, ILLINOIS SOUTH STREET, LLC.

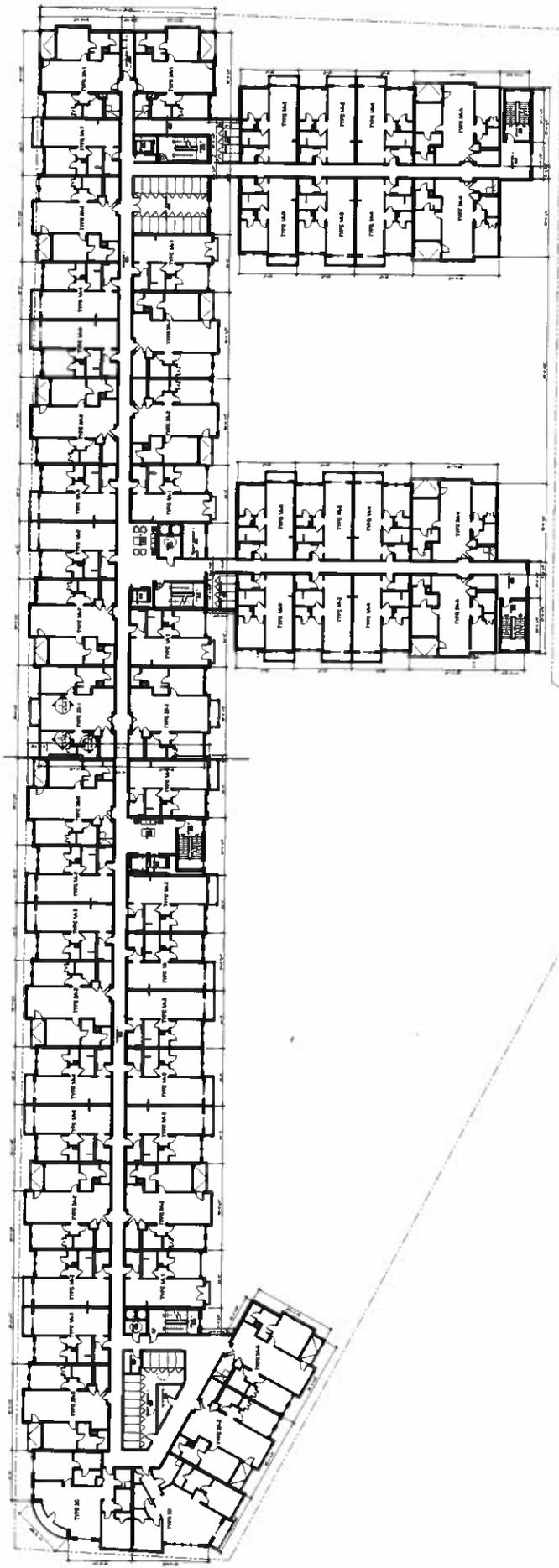


A103C
PHASE 2 THIRD FLOOR
BUILDING PLAN



THIRD FLOOR PHASE 2
(PARTIAL)





FOURTH FLOOR OVERALL



JULY 17, 2018

THE BOULEVARD AT CENTRAL STATION
 TINLEY PARK, ILLINOIS
 SOUTH STREET, LLC.



A104
 OVERALL FOURTH FLOOR
 BUILDING PLAN



JULY 17, 2018

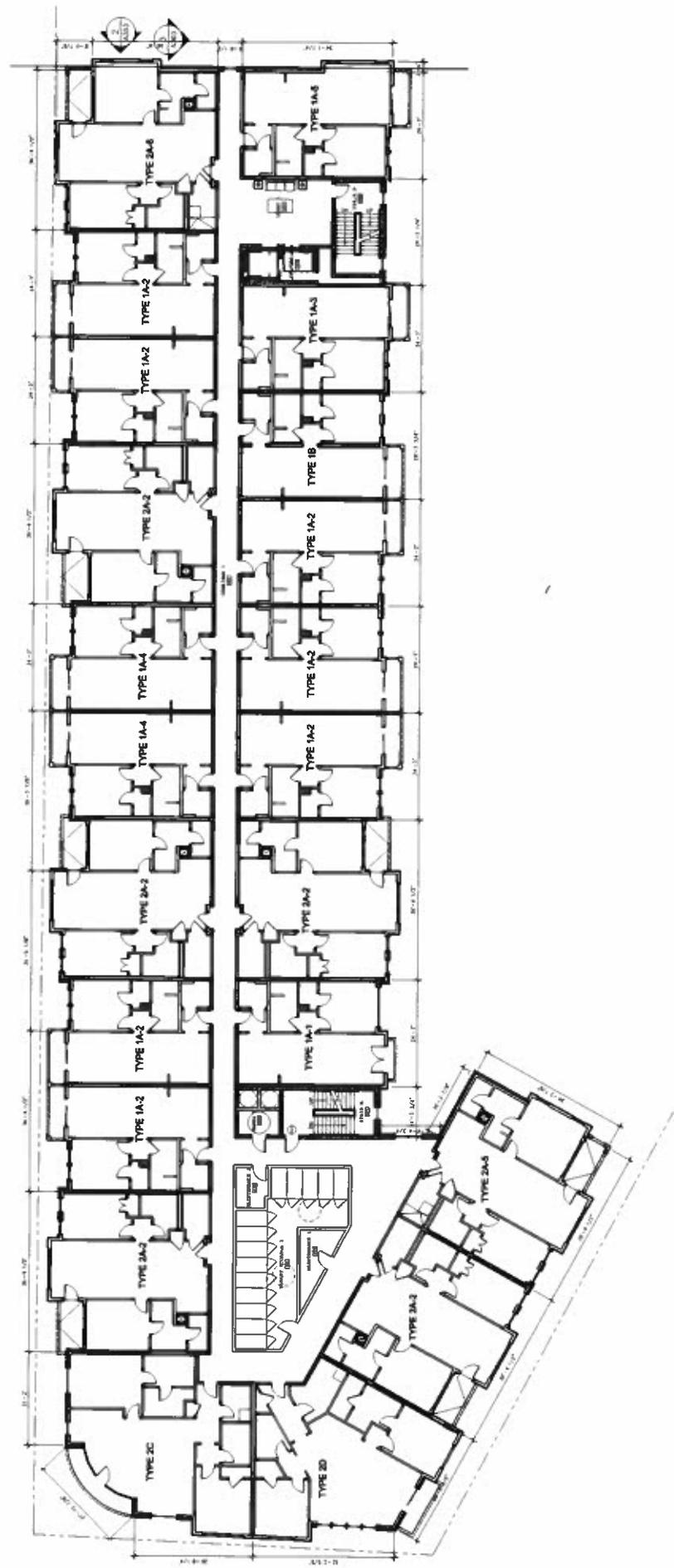
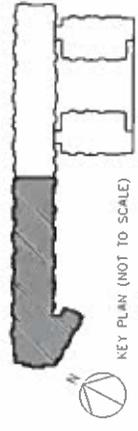
THE BOULEVARD AT CENTRAL STATION

TINLEY PARK, ILLINOIS
SOUTH STREET, LLC.



A104A
PHASE 1 FOURTH FLOOR
BUILDING PLAN

FOURTH FLOOR PHASE 1





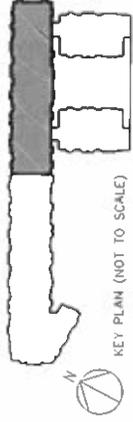
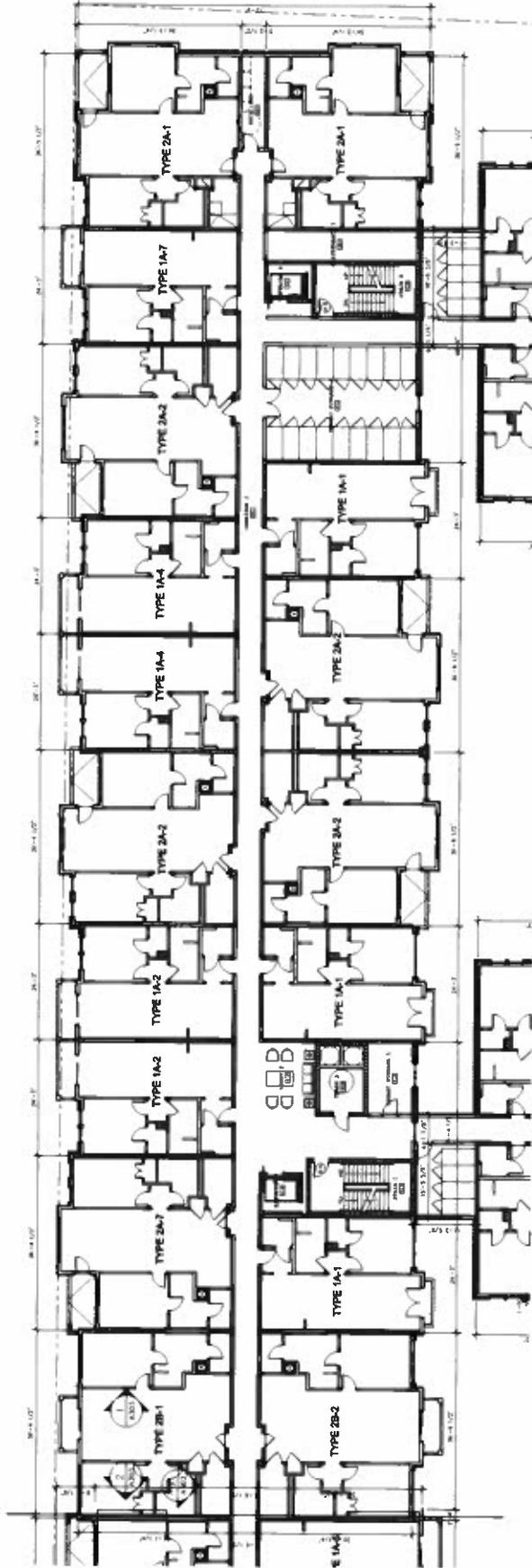
JULY 17, 2018

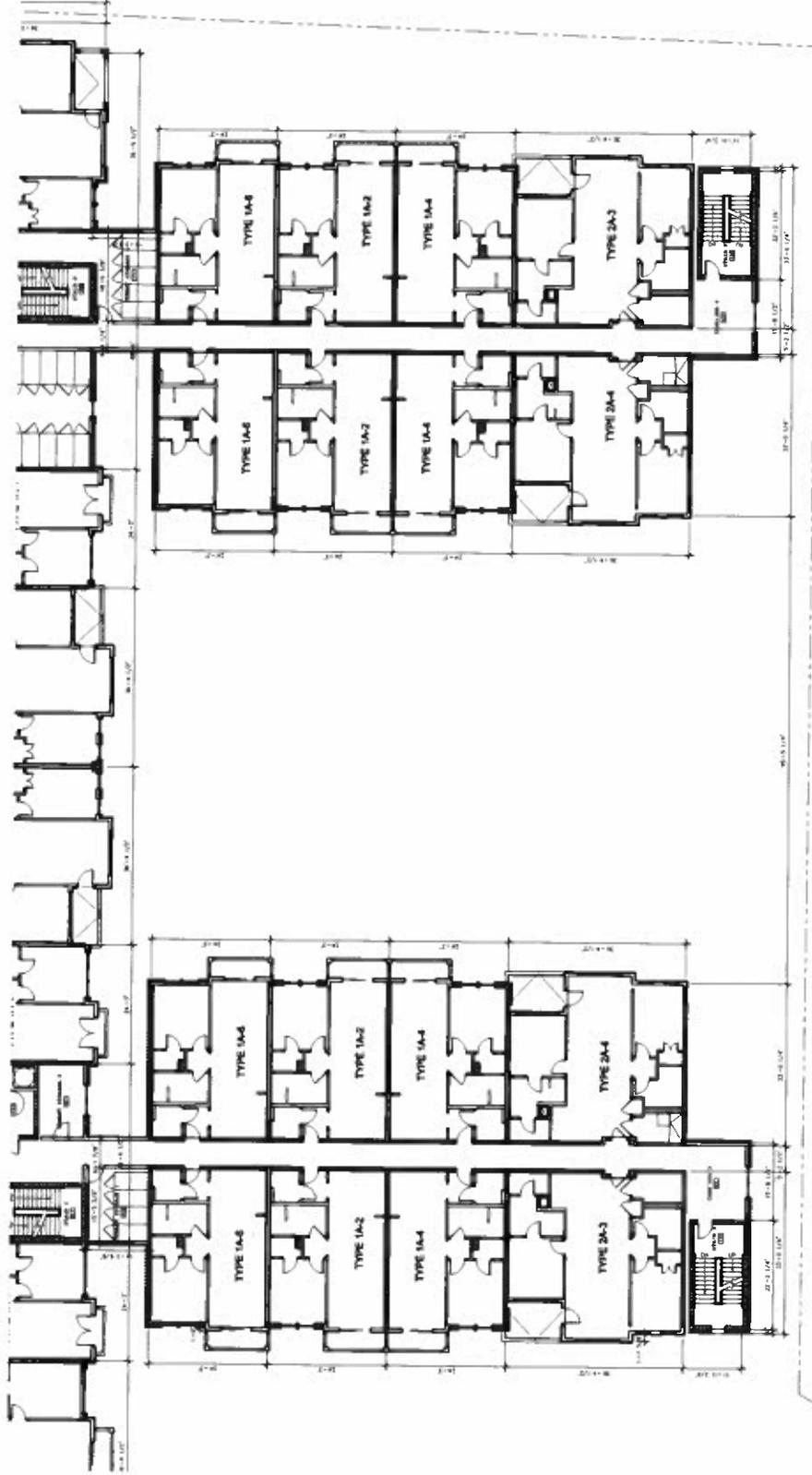
THE BOULEVARD AT CENTRAL STATION TINLEY PARK, ILLINOIS SOUTH STREET, LLC.



A104B
PHASE 2 FOURTH FLOOR
BUILDING PLAN

FOURTH FLOOR PHASE 2
(PARTIAL)





FOURTH FLOOR - PHASE 2
(PARTIAL)

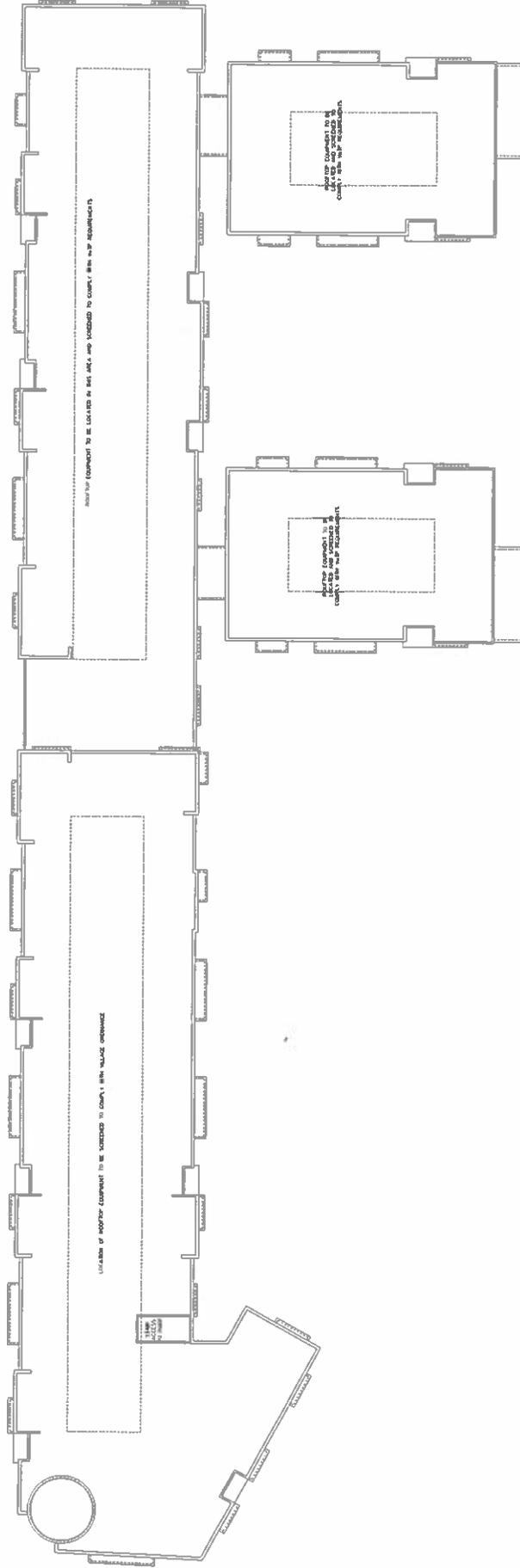


JULY 17, 2018

THE BOULEVARD AT CENTRAL STATION
 TINLEY PARK, ILLINOIS
 SOUTH STREET, LLC.



A104C
 PHASE 2 FOURTH FLOOR
 BUILDING PLAN



ROOF PLAN OVERALL



JULY 17, 2018

THE BOULEVARD AT CENTRAL STATION
 TINLEY PARK, ILLINOIS
 SOUTH STREET, LLC.



A105
 OVERALL ROOF PLAN



JULY 17, 2018

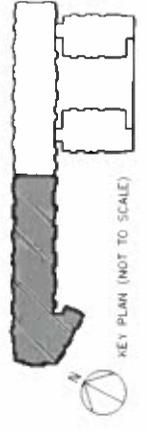
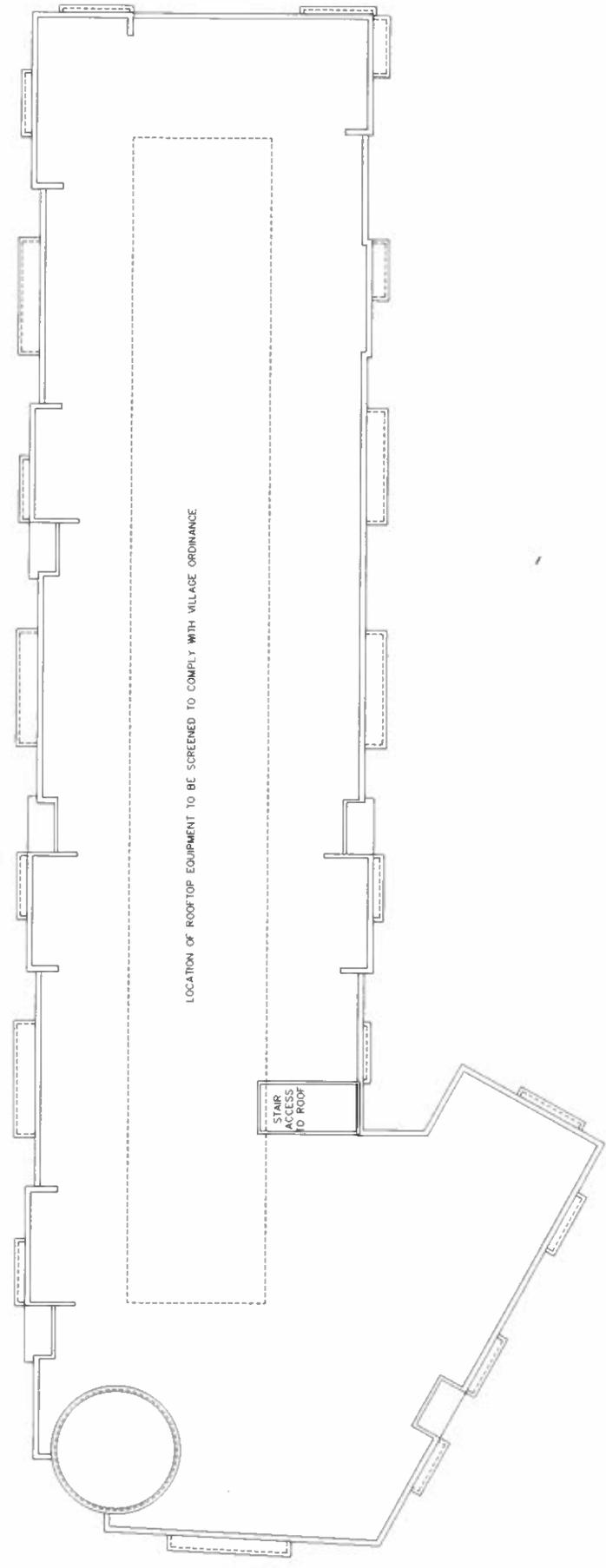
THE BOULEVARD AT CENTRAL STATION

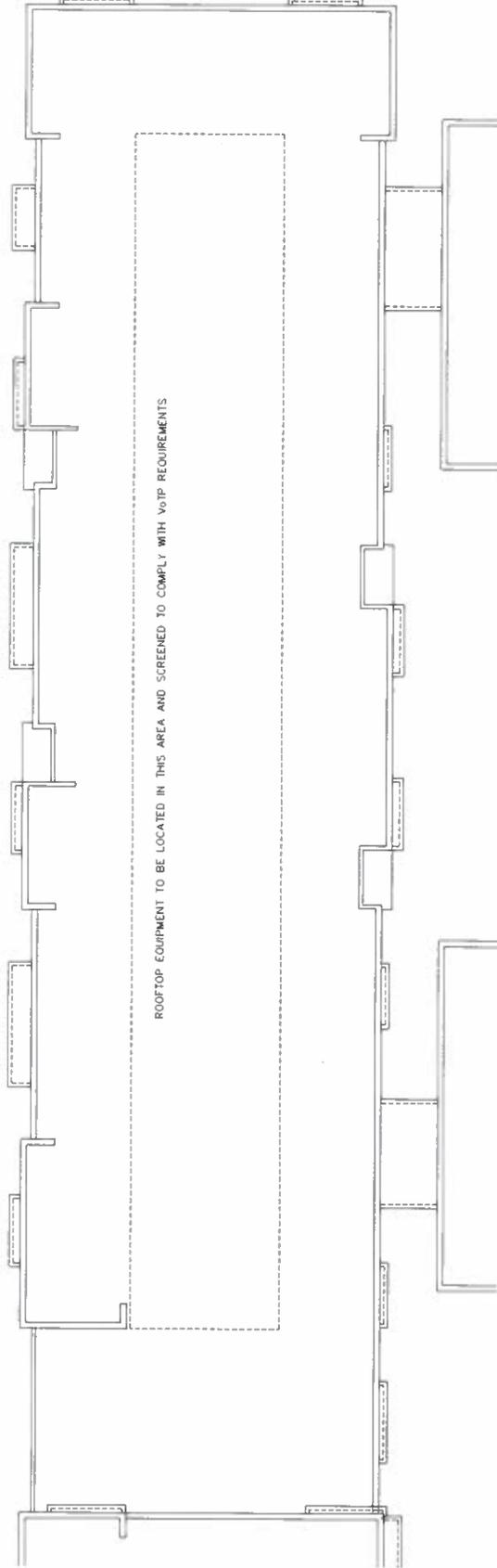
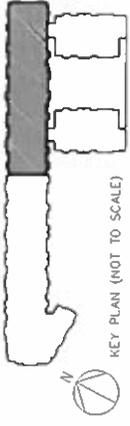
TINLEY PARK, ILLINOIS
SOUTH STREET, LLC.



A105A
PHASE 1 ROOF PLAN

ROOF PLAN PHASE 1





ROOF PLAN PHASE 2
(PARTIAL)

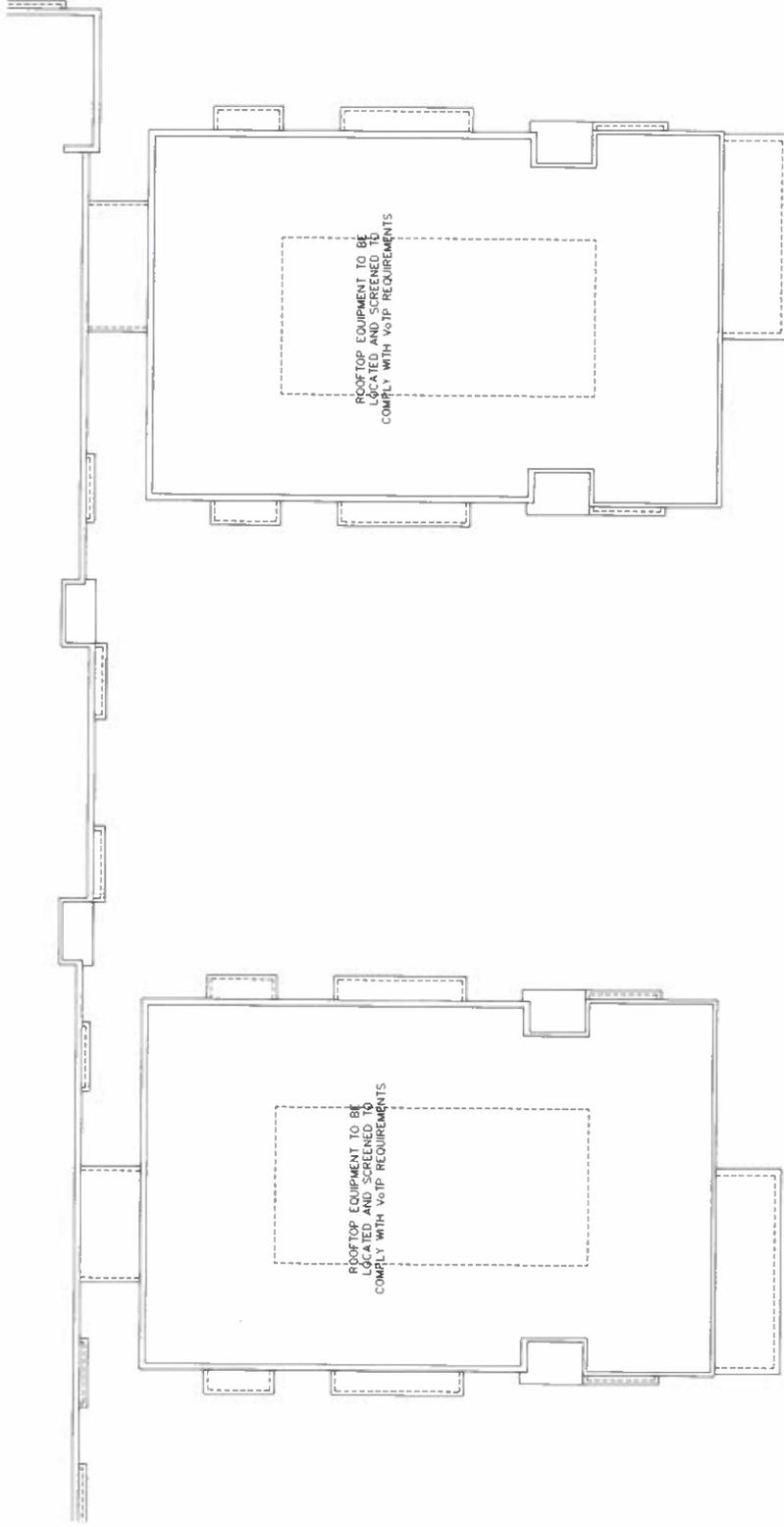
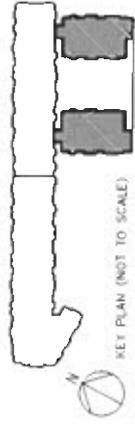


THE BOULEVARD AT CENTRAL STATION
 TINLEY PARK, ILLINOIS
 SOUTH STREET, LLC.

JULY 17, 2018



A105B
 PHASE 2 ROOF PLAN



ROOF PLAN PHASE 2
(PARTIAL)

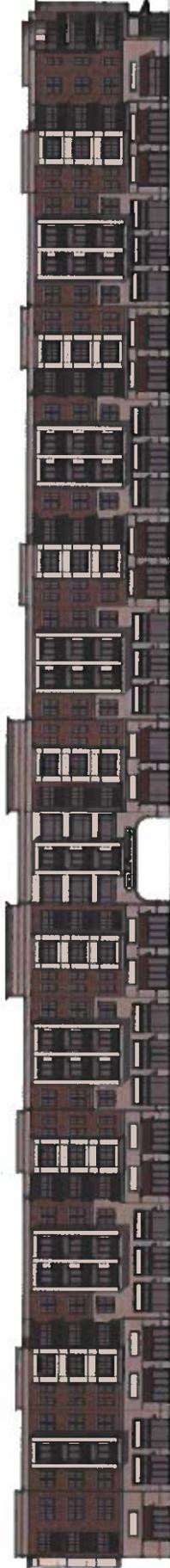


JULY 17, 2018

THE BOULEVARD AT CENTRAL STATION
 TINLEY PARK, ILLINOIS
 SOUTH STREET, LLC.



A105C
 PHASE 2 ROOF PLAN



OVERALL ELEVATION
SOUTH STREET

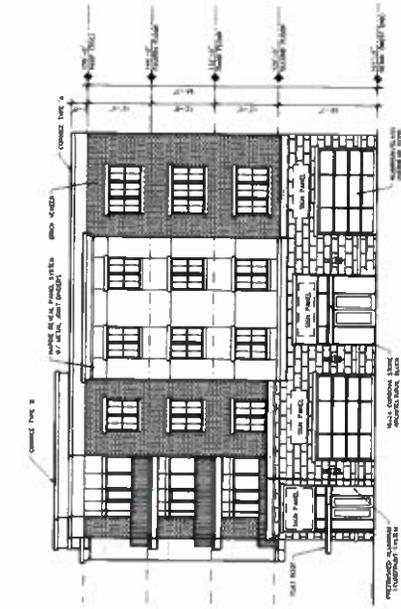


JULY 17, 2018

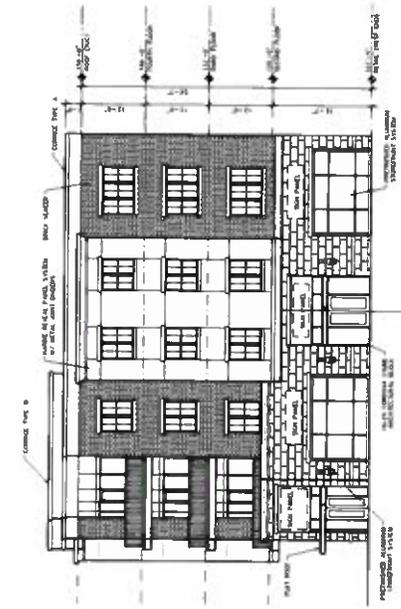
THE BOULEVARD AT CENTRAL STATION
TINLEY PARK, ILLINOIS
SOUTH STREET, LLC.



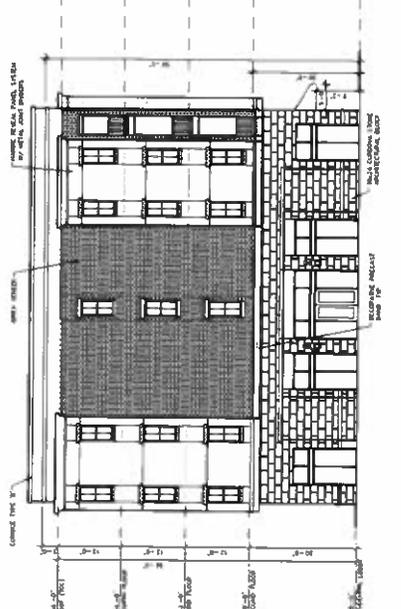
A300-R
OVERALL ELEVATION SOUTH STREET



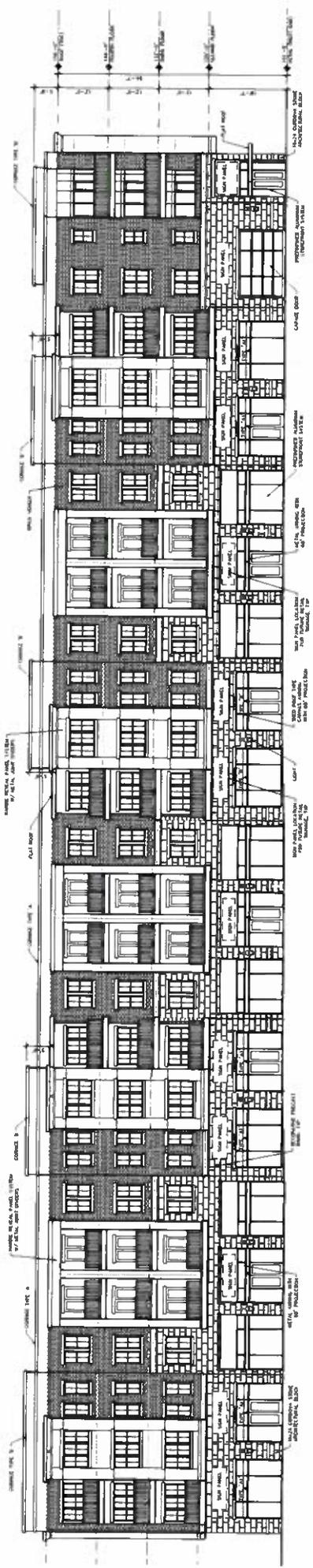
PHASE 1 ELEVATION BREEZEWAY



ALTERNATE PHASE 1 ELEVATION 64TH STREET



PHASE 1 ELEVATION 64TH STREET



PHASE 1 ELEVATION SOUTH STREET

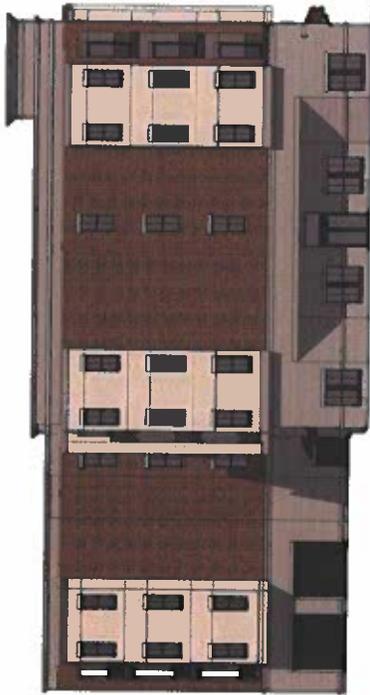


JULY 17, 2018

THE BOULEVARD AT CENTRAL STATION
 TINLEY PARK, ILLINOIS
 SOUTH STREET, LLC.



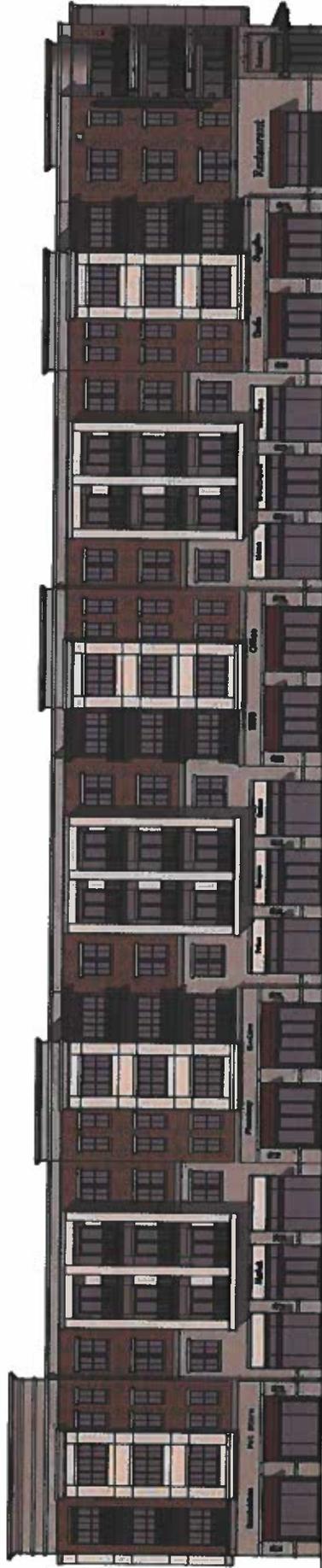
A301
 PHASE 1 ELEVATIONS
 SOUTH, 64TH, BREEZEWAY



PHASE 1 ELEVATION
BREEZEWAY



PHASE 1 ELEVATION
67TH CT



PHASE 1 ELEVATION
SOUTH STREET



August 24, 2018

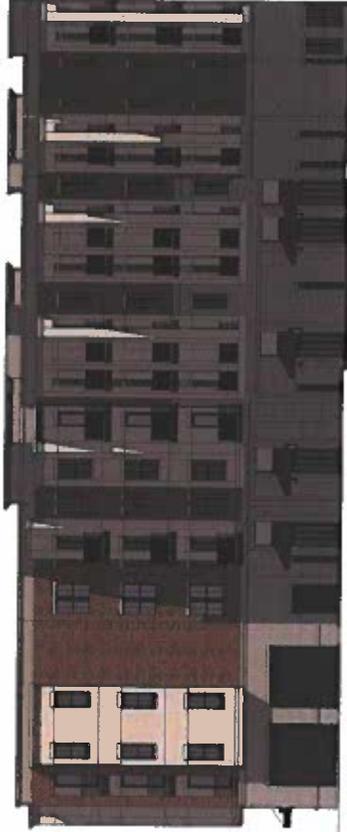
THE BOULEVARD AT CENTRAL STATION
TINLEY PARK, ILLINOIS
SOUTH STREET, LLC.



A301-R
PHASE 1 ELEVATIONS
SOUTH, 64TH, BREEZEWAY.



PHASE 1 ELEVATION
174TH STREET



PHASE 1 ELEVATION
COURTYARD



PHASE 1 ELEVATION
COURTYARD

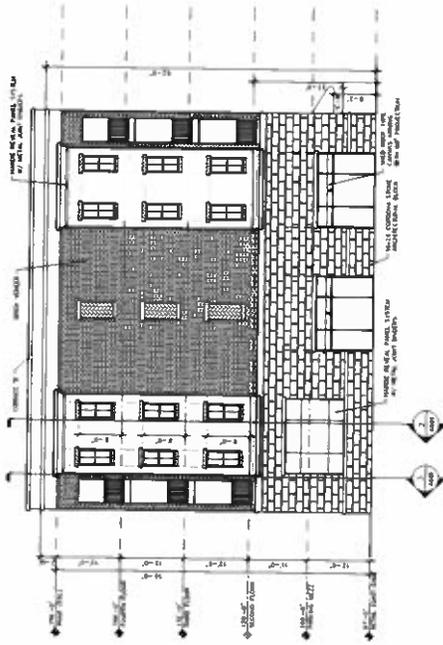


August 24, 2018

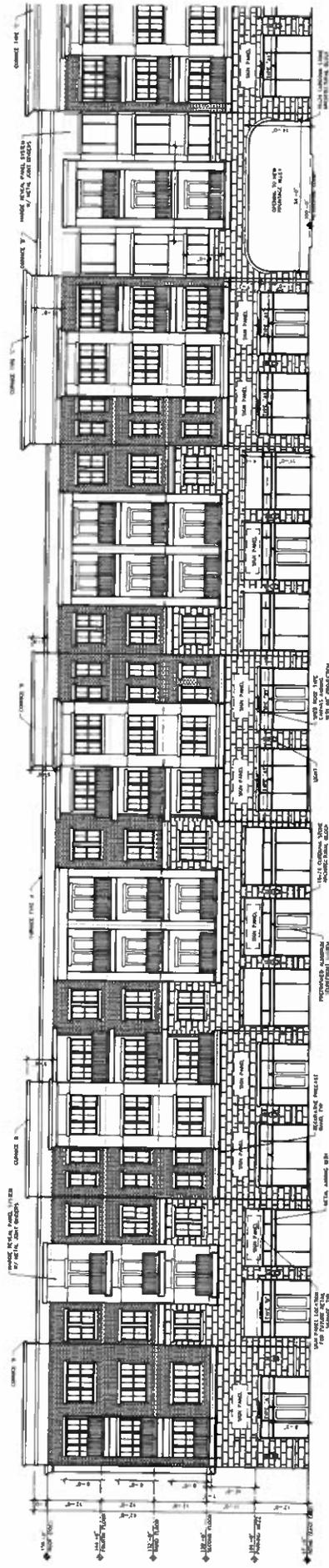
THE BOULEVARD AT CENTRAL STATION
TINLEY PARK, ILLINOIS
SOUTH STREET, LLC.



A301A-R
PHASE 1 ELEVATIONS
174TH, COURTYARD



PHASE 2 ELEVATION
EAST



PHASE 2 ELEVATION
SOUTH STREET



JULY 17, 2018

THE BOULEVARD AT CENTRAL STATION
 TINLEY PARK, ILLINOIS
 SOUTH STREET, LLC.



A302
 PHASE 2 ELEVATIONS
 SOUTH, EAST



PHASE 2 ELEVATION
SOUTH STREET

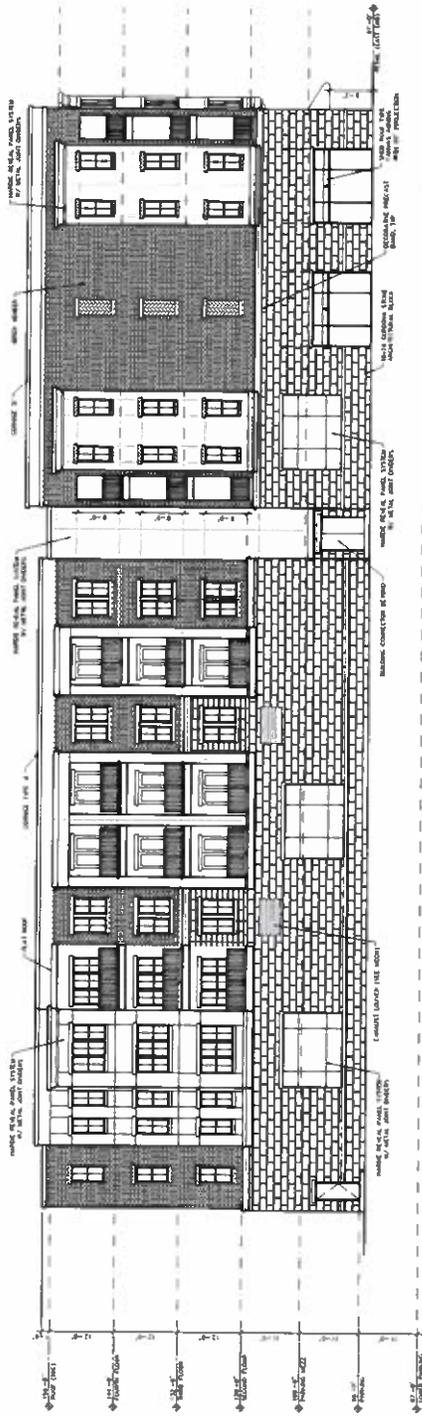


August 24, 2018

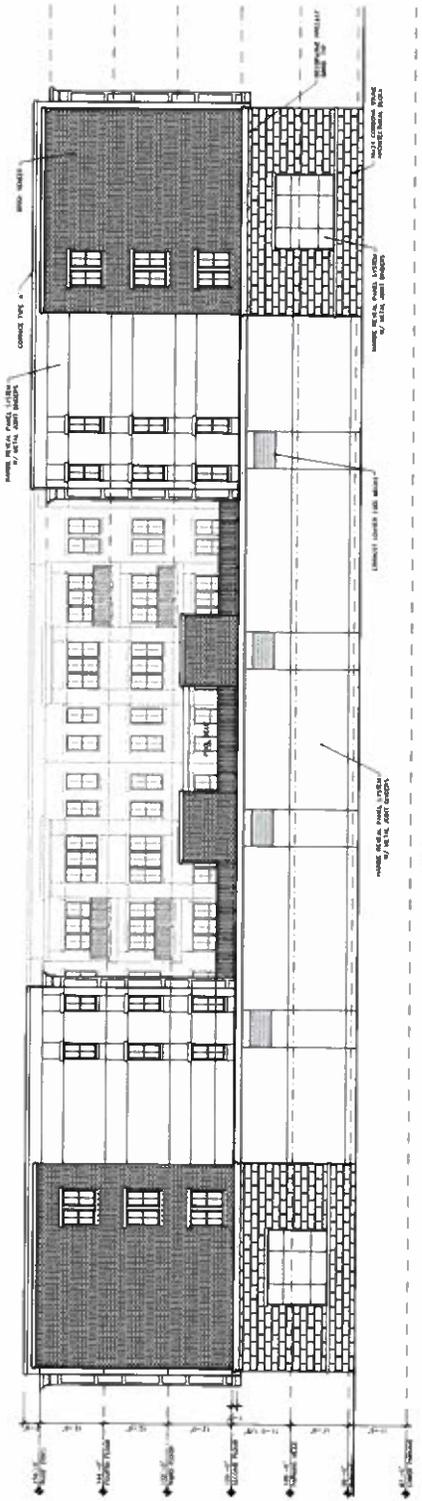
THE BOULEVARD AT CENTRAL STATION
 TINLEY PARK, ILLINOIS
 SOUTH STREET, LLC.



A302-R
 PHASE 2 ELEVATIONS
 SOUTH



PHASE 2 ELEVATION EAST



PHASE 2 ELEVATION SOUTH



JULY 17, 2018

THE BOULEVARD AT CENTRAL STATION
 TINLEY PARK, ILLINOIS
 SOUTH STREET, LLC.



A302A
 PHASE 2 ELEVATIONS
 SOUTH, EAST



PHASE 2 ELEVATION
EAST



PHASE 2 ELEVATION
SOUTH



August 24, 2018

THE BOULEVARD AT CENTRAL STATION
 TINLEY PARK, ILLINOIS
 SOUTH STREET, LLC.

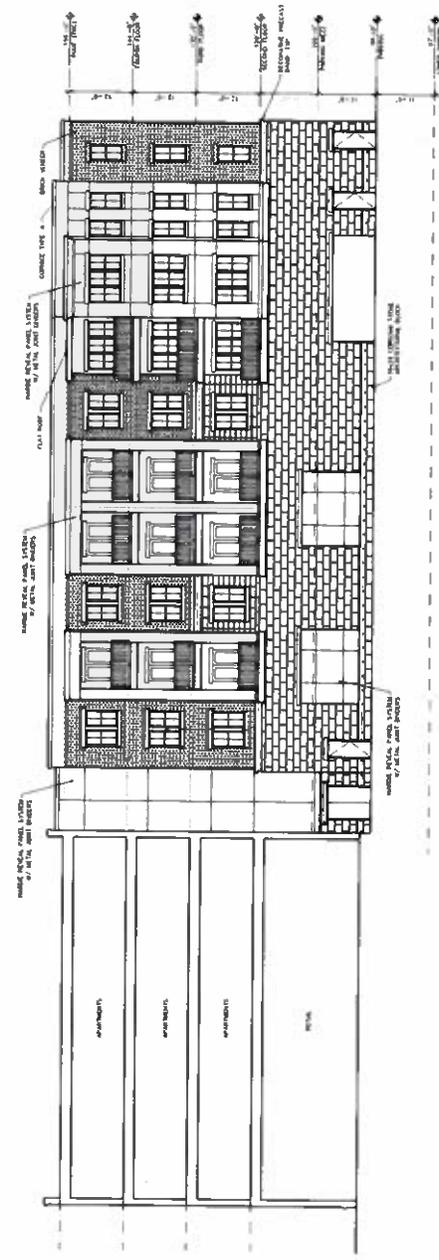


A302A-R
 PHASE 2 ELEVATIONS
 SOUTH, EAST



PHASE 2 ELEVATION
EAST FACING POOL

PHASE 2 ELEVATION
WEST FACING POOL



JULY 17, 2018

THE BOULEVARD AT CENTRAL STATION
 TINLEY PARK, ILLINOIS
 SOUTH STREET, LLC.

PHASE 2 ELEVATION
 COURTYARD/GARAGE ENTRY



A302B
 PHASE 2 ELEVATIONS
 POOL, COURTYARD



PHASE 2 ELEVATION
EAST FACING POOL



PHASE 2 ELEVATION
WEST FACING POOL



PHASE 2 ELEVATION
COURTYARD/GARAGE ENTRY

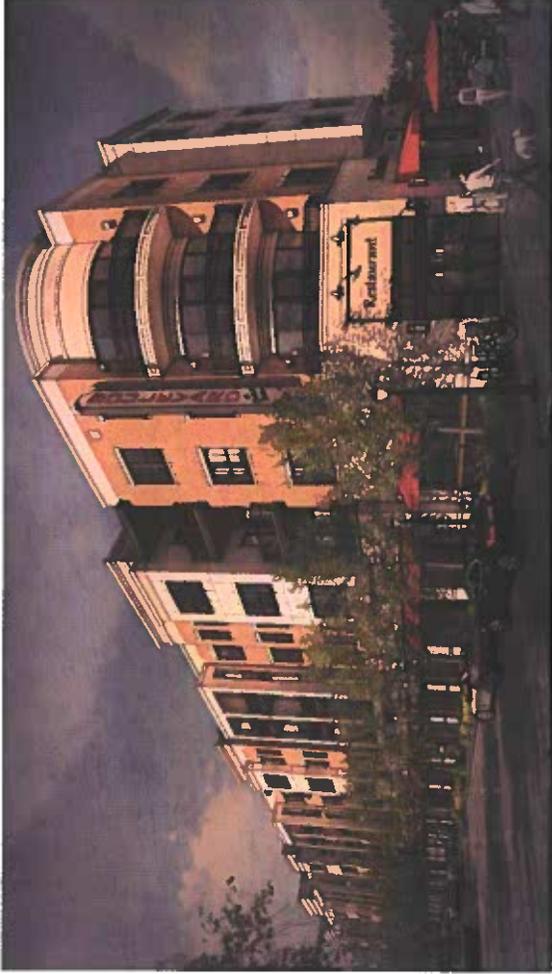


JULY 17, 2018

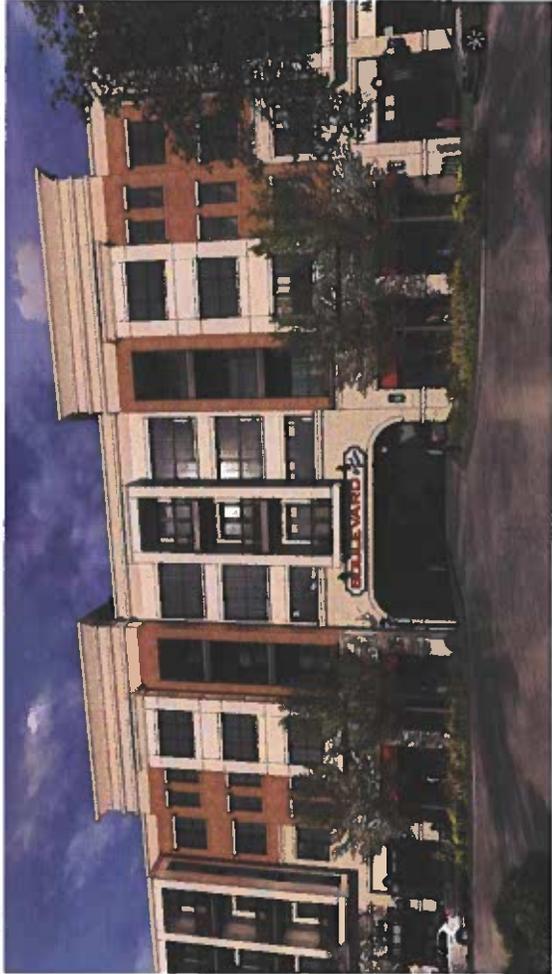
THE BOULEVARD AT CENTRAL STATION
TINLEY PARK, ILLINOIS
SOUTH STREET, LLC.



A302B-R
PHASE 2 ELEVATIONS
POOL, COURTYARD



RENDERING | PHASE 1



RENDERING | PHASE 2

THE BOULEVARD AT CENTRAL STATION

TINLEY PARK, ILLINOIS
SOUTH STREET, LLC.

August 24, 2018

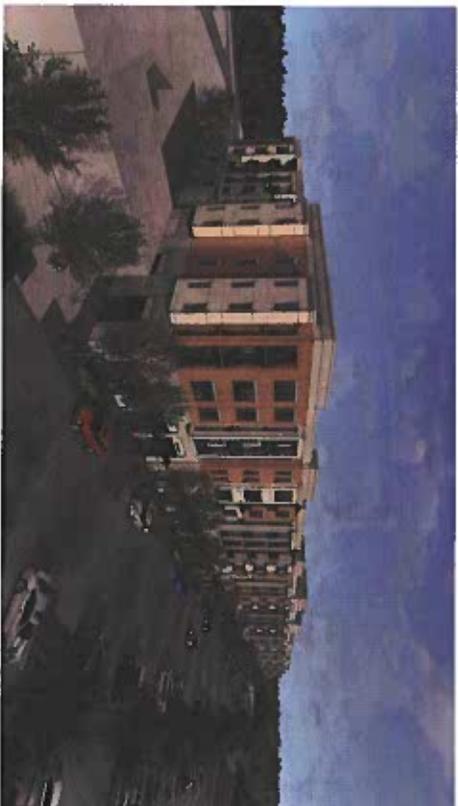


A310-R

3D COLORED RENDERINGS



RENDERING 2 - PHASE 1



RENDERING 2 - PHASE 2

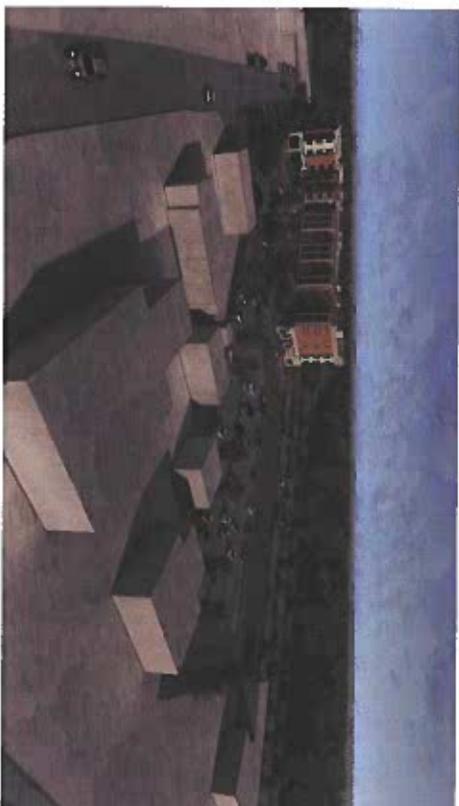
THE BOULEVARD AT CENTRAL STATION

TINLEY PARK, ILLINOIS
SOUTH STREET, LLC.

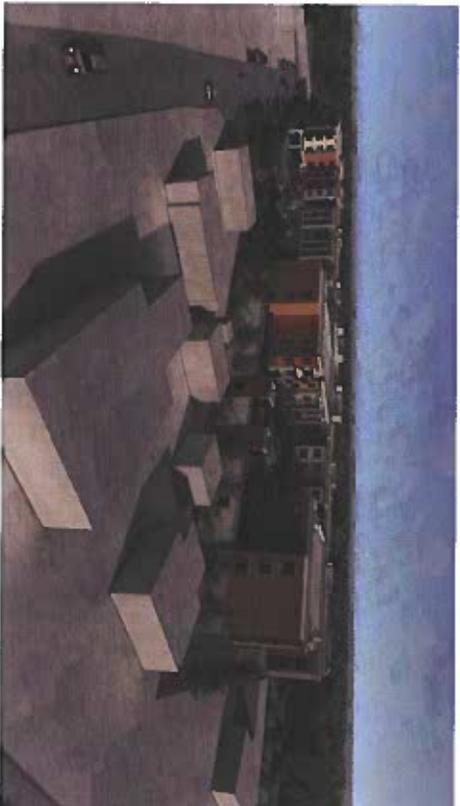


3D COLORED RENDERINGS

A311-R



RENDERING 3 - PHASE 1



RENDERING 3 - PHASE 2

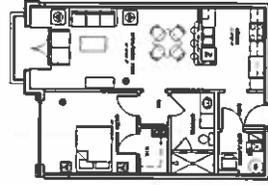
THE BOULEVARD AT CENTRAL STATION

TINLEY PARK, ILLINOIS
SOUTH STREET, LLC.

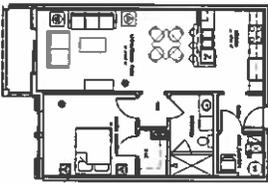


A312-R

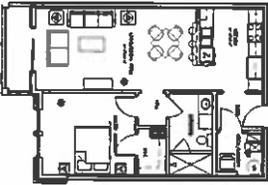
3D COLORED RENDERINGS



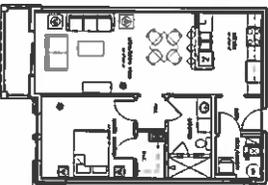
UNIT TYPE 1A-1



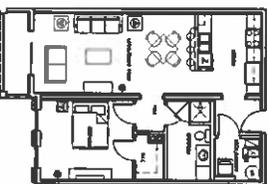
UNIT TYPE 1A-2



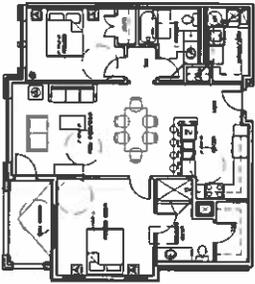
UNIT TYPE 1A-4
SIMILAR TO
UNIT TYPE 1A-3



UNIT TYPE 1A-6
SIMILAR TO
UNIT TYPE 1A-5
UNIT TYPE 1A-7



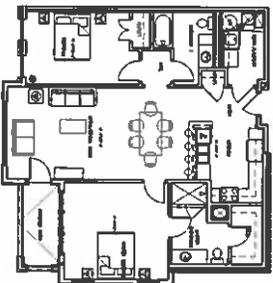
UNIT TYPE 1B



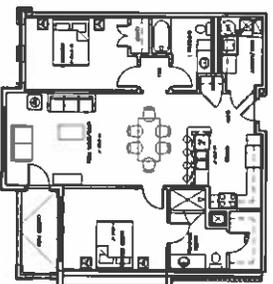
UNIT TYPE 2A-1
SIMILAR TO
UNIT TYPE 2A-2



UNIT TYPE 2A-4
SIMILAR TO
UNIT TYPE 2A-3



UNIT TYPE 2A-5



UNIT TYPE 2A-6
SIMILAR TO
UNIT TYPE 2A-7



SCALE: 1/8" = 1'-0"

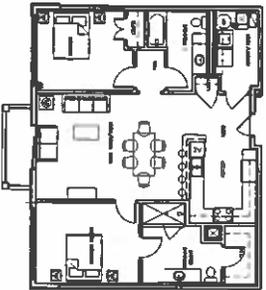
AUGUST 24, 2018

THE BOULEVARD AT CENTRAL STATION

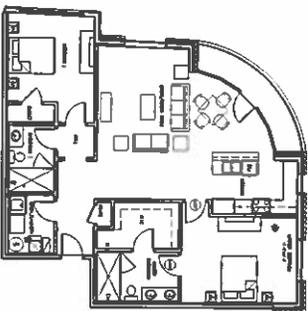
TINLEY PARK, ILLINOIS
SOUTH STREET, LLC.



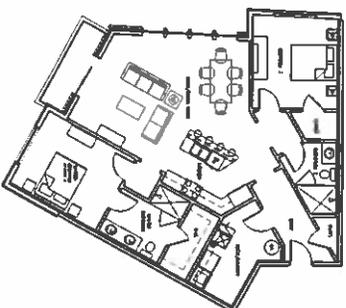
A401
UNITS FLOOR PLANS



UNIT TYPE 2B-1
SIMILAR TO 2B & 2B-2



UNIT TYPE 2C
SIMILAR TO 2C-1



UNIT TYPE 2D



AUGUST 24, 2018

THE BOULEVARD AT CENTRAL STATION

TINLEY PARK, ILLINOIS
SOUTH STREET, LLC.



A402
UNITS FLOOR PLANS



STREETSCAPE



BENCH AND WASTE BIN



BIOSWALE PLANTER



BIOSWALE PLANTER



METAL AWNING



AWNING & STREETSCAPE



BUILDING WALL SCONCE LIGHT



AWNING & STREETSCAPE



FLUSH PLANTER



STREET LIGHT

THE BOULEVARD AT CENTRAL STATION

TINLEY PARK, ILLINOIS
SOUTH STREET, LLC

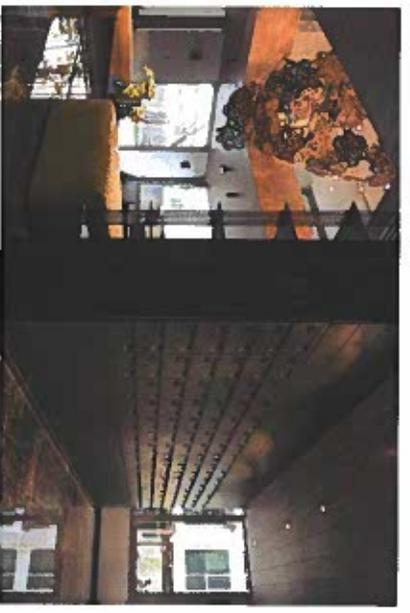
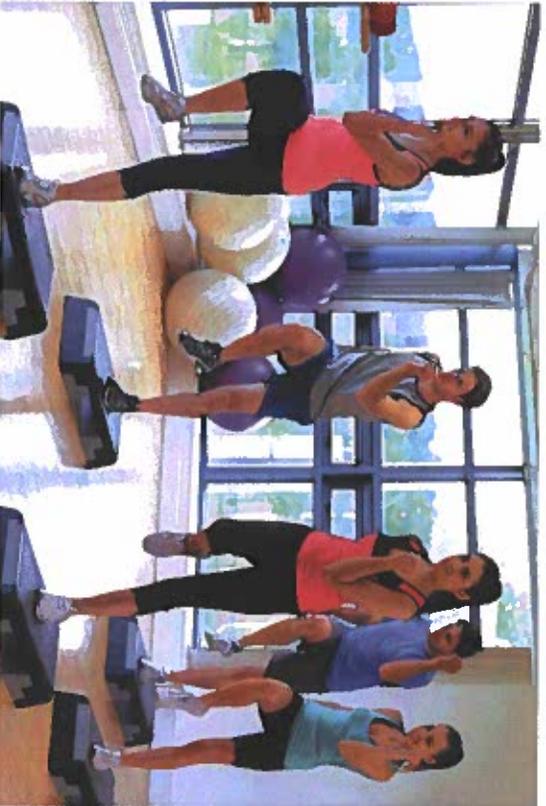


A900
EXTERIOR FINISHES

July 17, 2018

RESIDENT AMENITIES

- LOBBY LOUNGE & CLUB ROOM
- MAIL & PARCEL STORAGE
- FITNESS STUDIO
- BIKE STORAGE
- PRIVATE RESIDENT'S STORAGE
- CONFERENCE ROOM
- SECURITY & SURVEILLANCE
- SMART HOME TECHNOLOGY



THE BOULEVARD AT CENTRAL STATION

TINLEY PARK, ILLINOIS
SOUTH STREET, LLC.

July 17, 2016

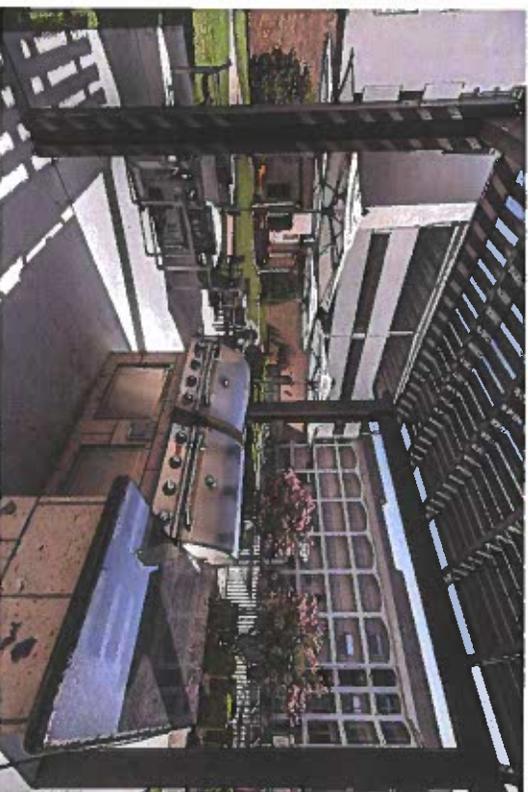
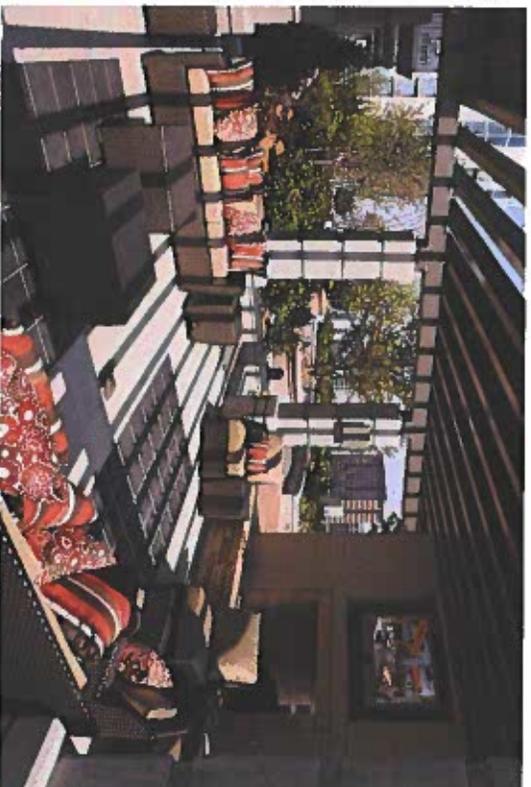
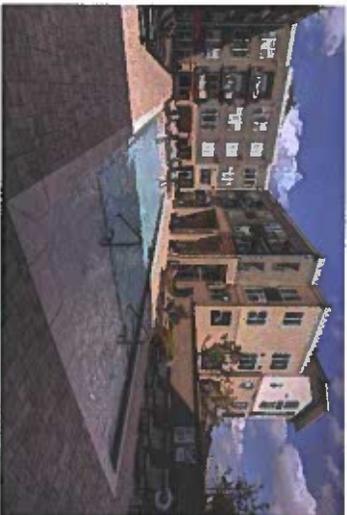


A901

AMENITIES MOOD IMAGES

RESIDENT AMENITIES

- SWIMMING POOL & DECK
- GRILLING STATION
- OUTDOOR LOUNGE
- FIRE PIT
- RESIDENT LOUNGES (AT EACH FLOOR)



THE BOULEVARD AT CENTRAL STATION

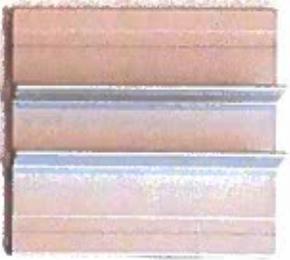
TINLEY PARK, ILLINOIS
SOUTH STREET, LLC.



A902

AMENITIES MOOD IMAGES

July 17, 2018



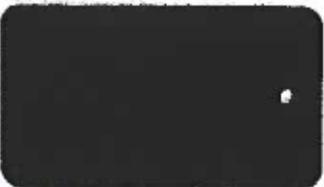
FRY REGLET TRIM
FOR SIDING PANELS



FRY REGLET TRIM
COLOR



SIDING -HARDI PANEL
COLOR



WINDOWS, DOORS, &
STOREFRONT & METAL
CANOPES COLOR



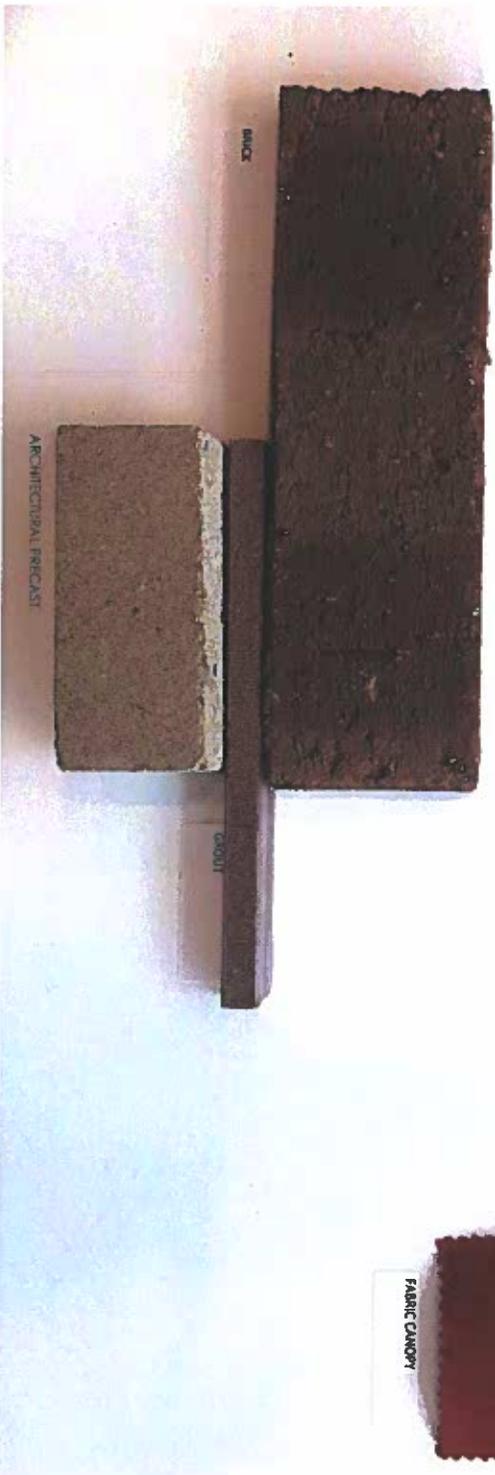
FABRIC CANOPY



SIDING PANEL SYSTEM



ALUMINUM HANDRAIL



BMDC

ARCHITECTURAL PRECAST

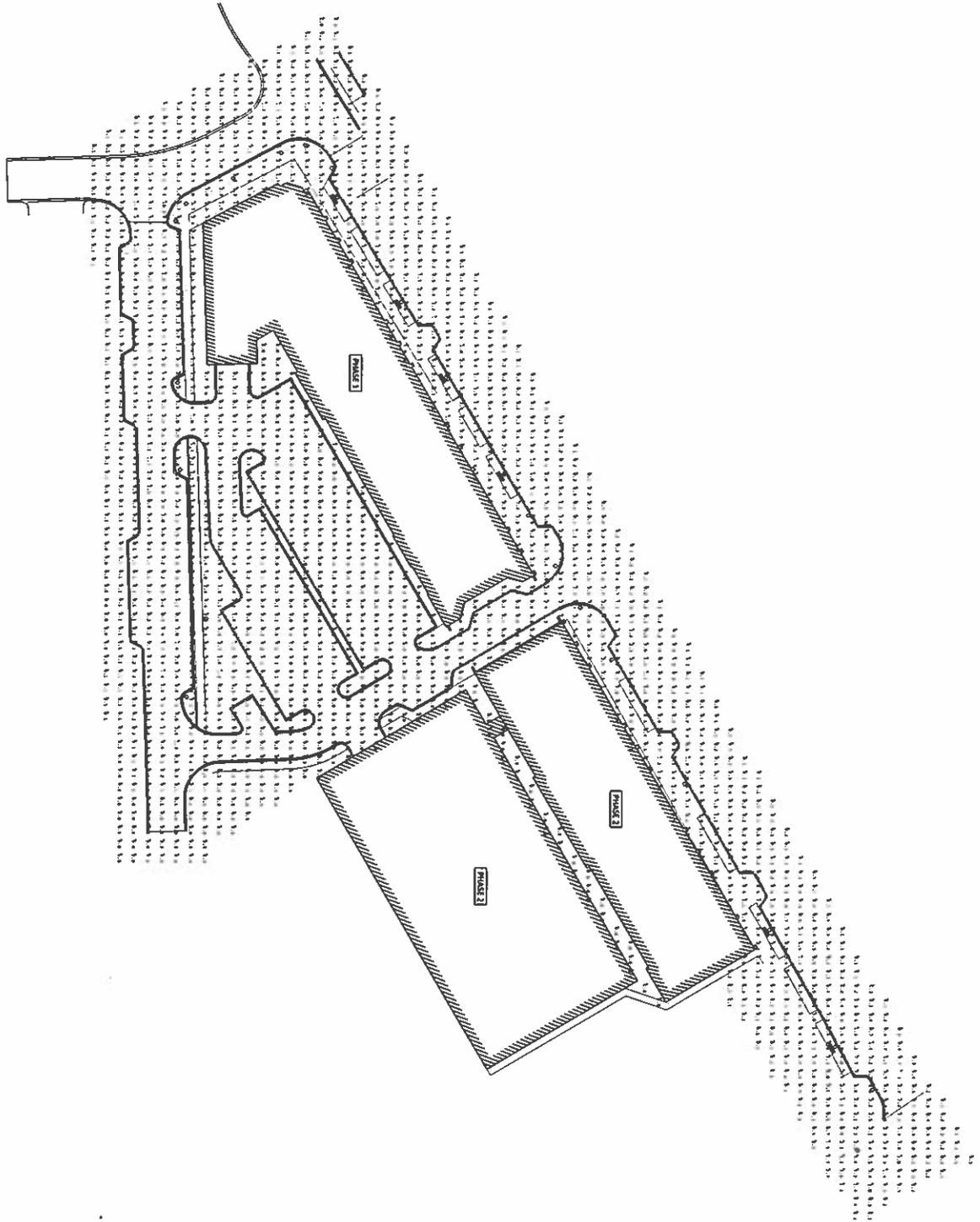
GAOUI

July 17, 2018

THE BOULEVARD AT CENTRAL STATION
TINLEY PARK, ILLINOIS
SOUTH STREET, LLC.



A910
PRODUCTS SAMPLES



THE BOULEVARD AT CENTRAL STATION

TINLEY PARK, ILLINOIS
 SOUTH STREET, LLC.



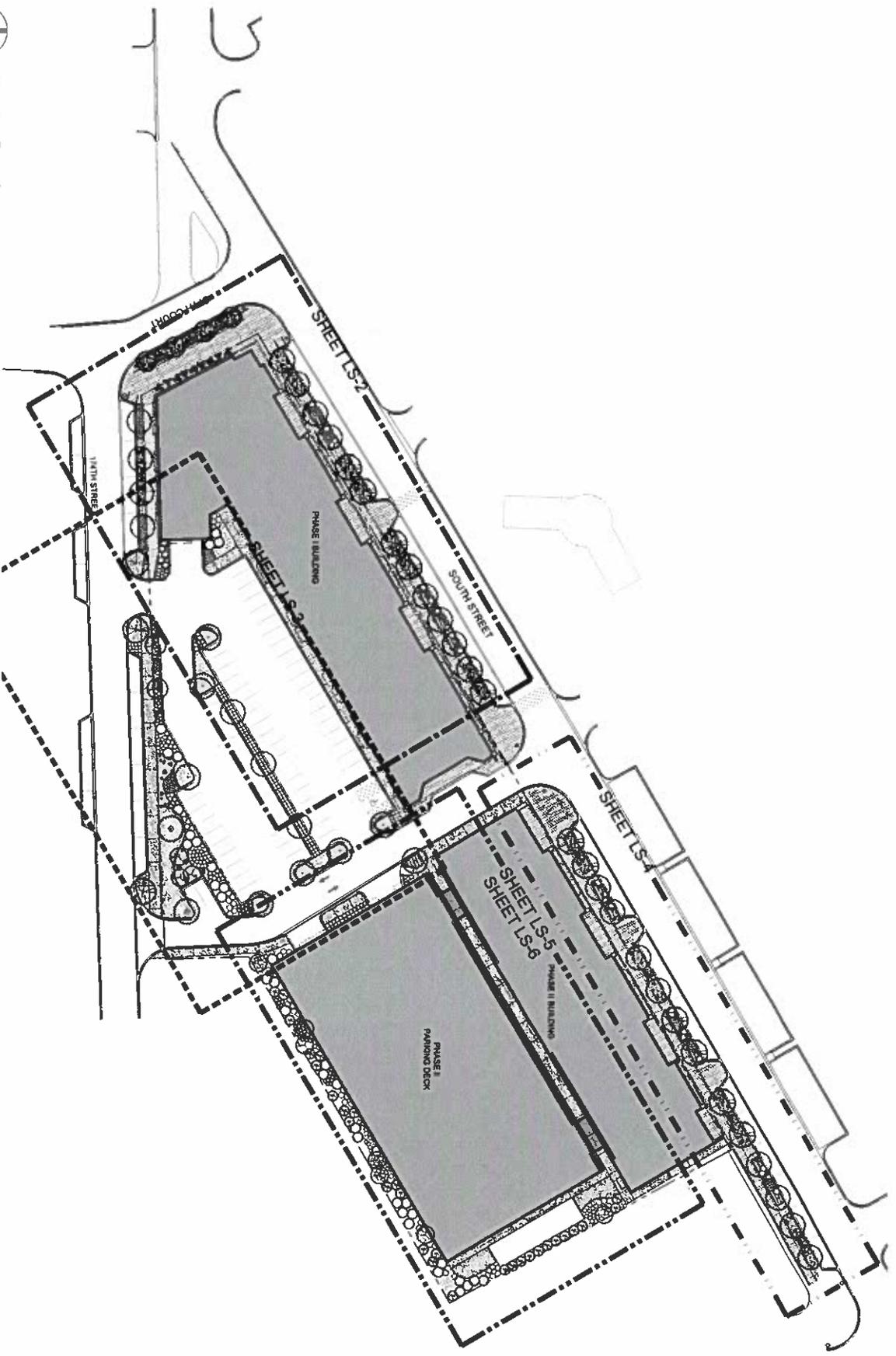
LT100
 SITE LIGHTING CALC.

JULY 17, 2018



THE BOULEVARD AT CENTRAL STATION

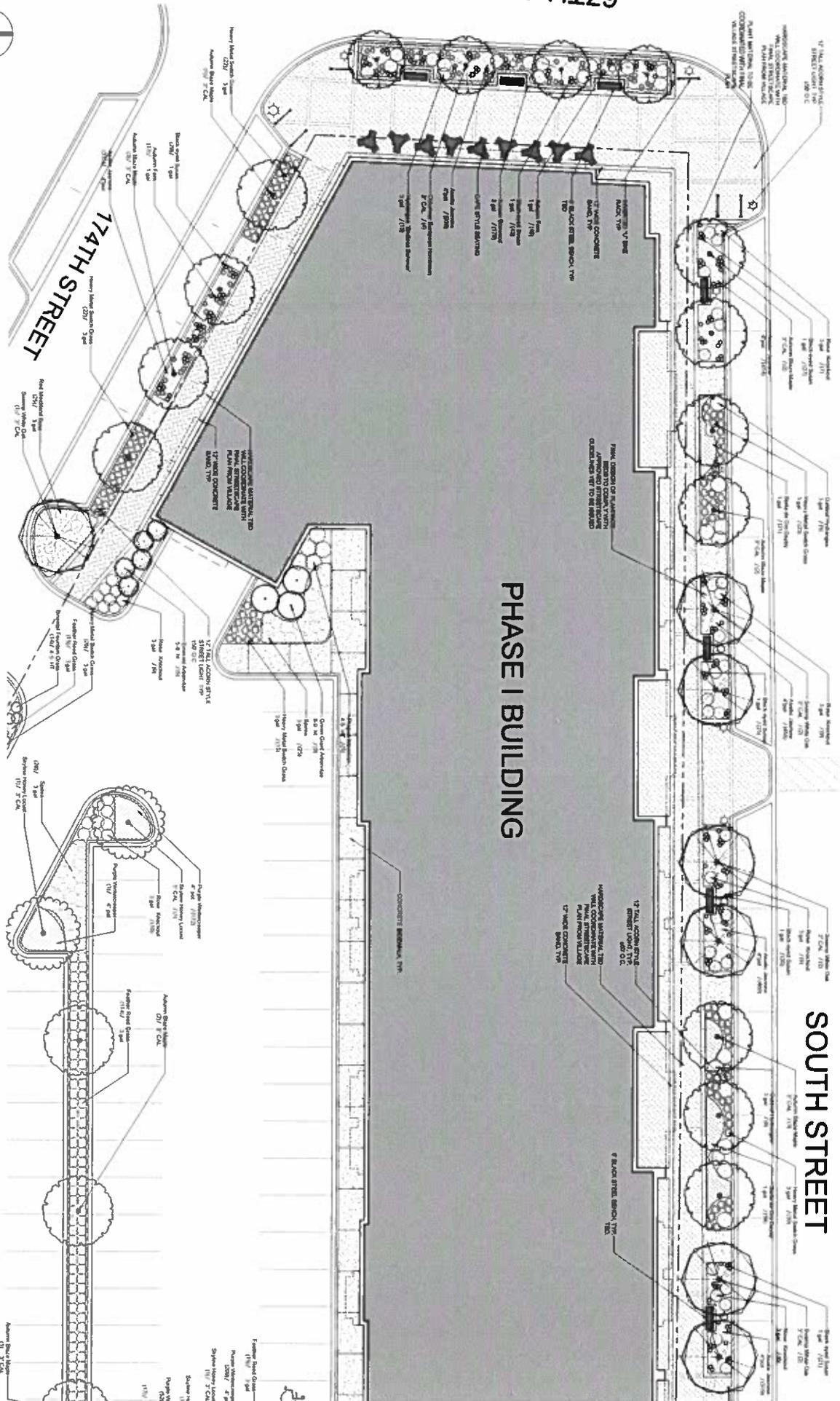
TINLEY PARK, ILLINOIS
SOUTH STREET, LLC.



OVERALL KEY PLAN

LS-1

67TH COURT



THE BOULEVARD AT CENTRAL STATION

TINLEY PARK, ILLINOIS
SOUTH STREET, LLC.

PHASE I BUILDING

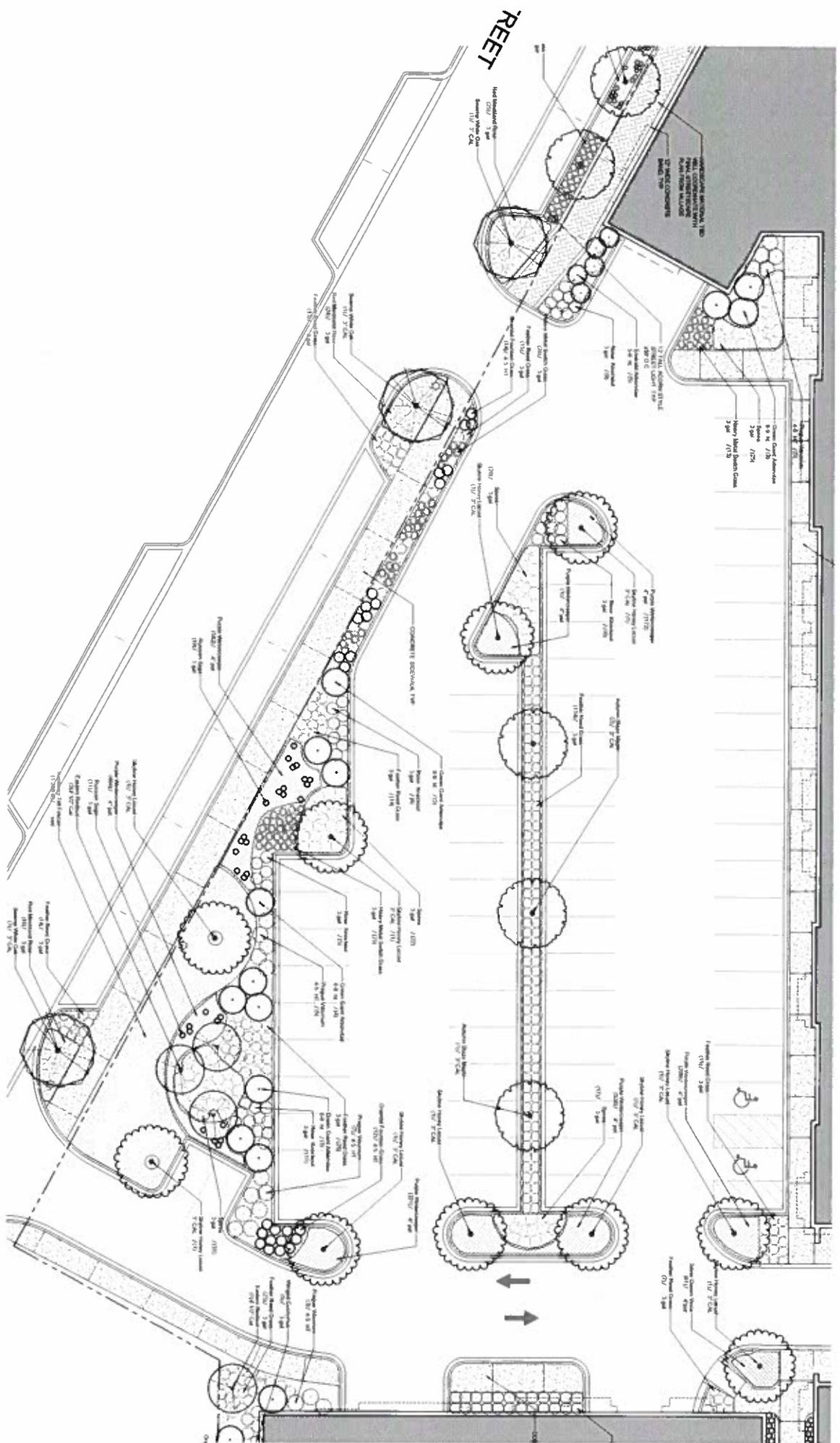
SOUTH STREET



LANDSCAPE PLAN

LS-2

July 17, 2018



THE BOULEVARD AT CENTRAL STATION

TINLEY PARK, ILLINOIS
SOUTH STREET, LLC.

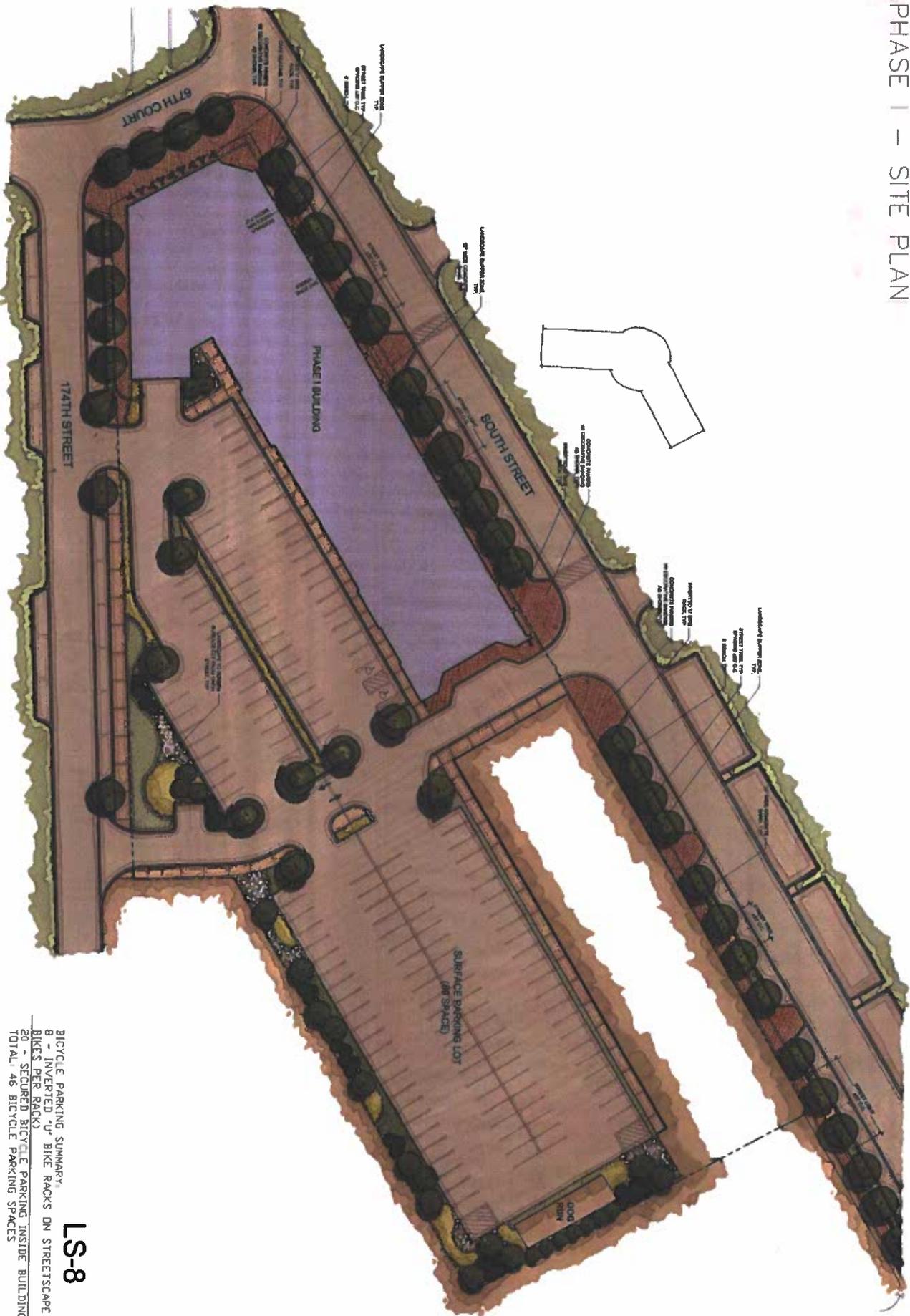


LANDSCAPE PLAN

July 17, 2018

LS-3

PHASE I - SITE PLAN



THE BOULEVARD AT CENTRAL STATION

TINLEY PARK, ILLINOIS
SOUTH STREET, LLC.

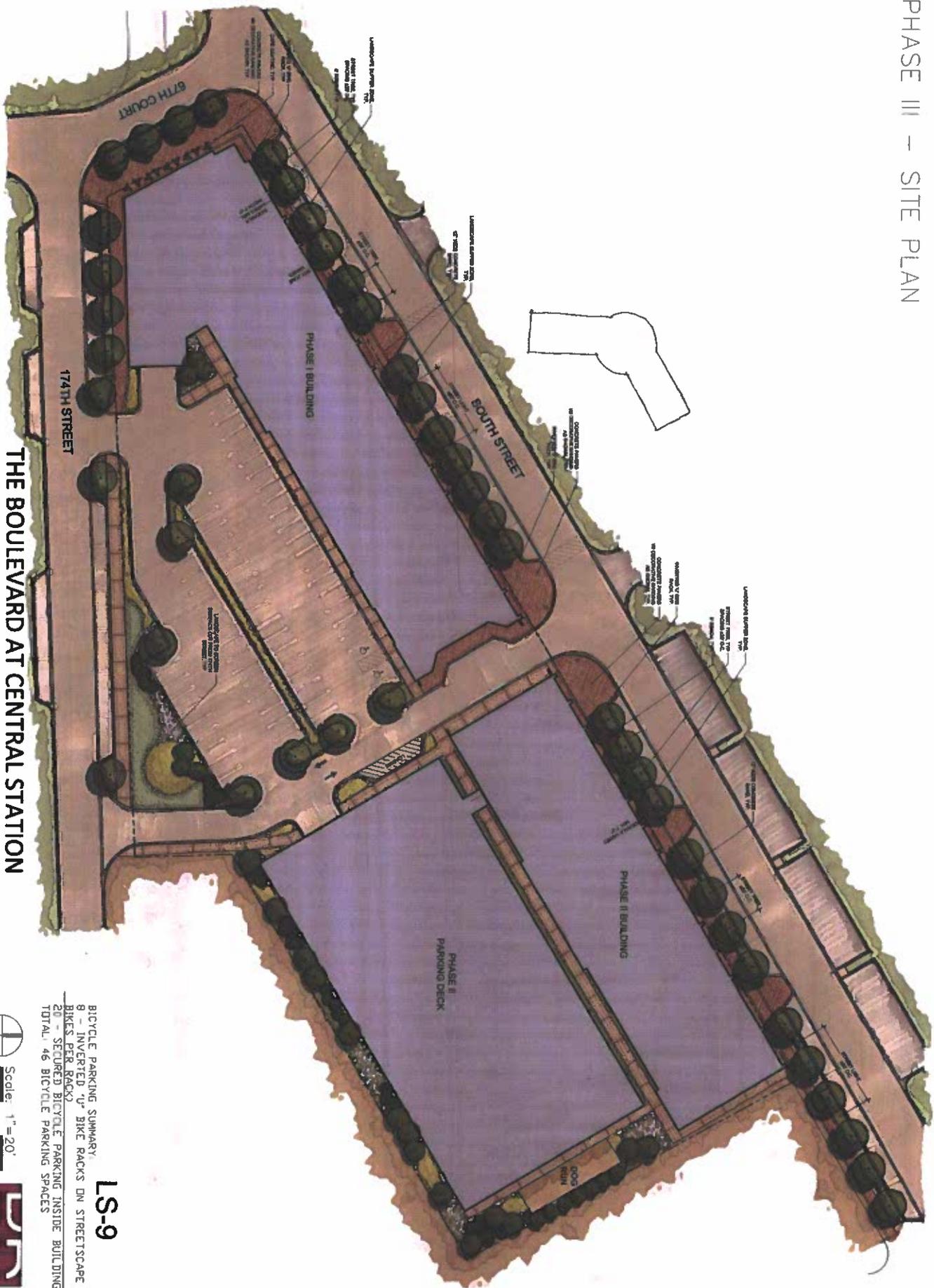
BICYCLE PARKING SUMMARY
 8 INVERTED 'U' BIKE RACKS ON STREETSCAPE (2
 BIKES PER RACK)
 20 SECURED BICYCLE PARKING INSIDE BUILDING
 TOTAL 46 BICYCLE PARKING SPACES

LS-8



JULY 17, 2018

PHASE III - SITE PLAN



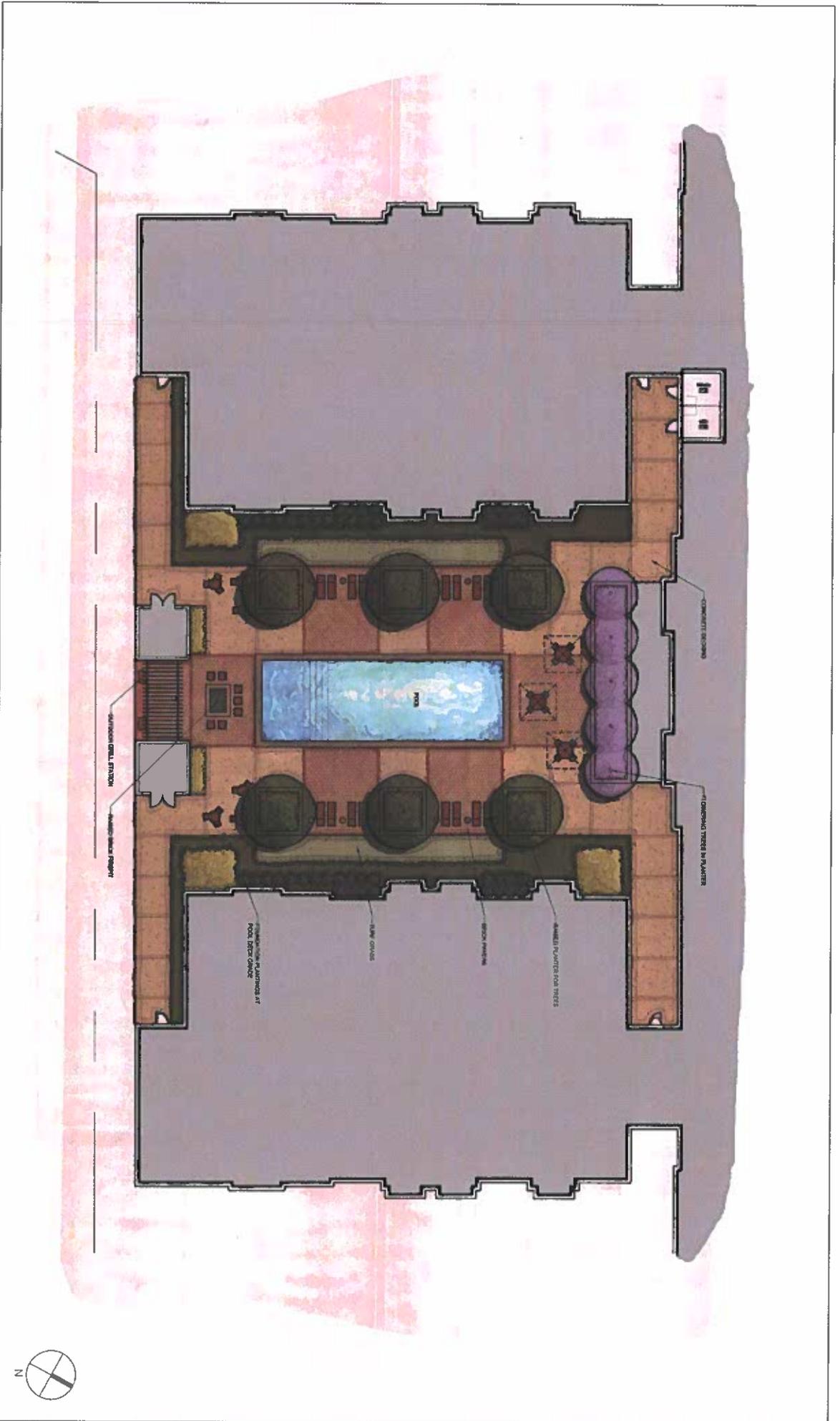
THE BOULEVARD AT CENTRAL STATION

TINLEY PARK, ILLINOIS
SOUTH STREET, LLC.

LS-9
BICYCLE PARKING SUMMARY:
8 - INVERTED 'U' BIKE RACKS ON STREETSCAPE (2
BIKES PER RACK)
20 - SECURED BICYCLE PARKING INSIDE BUILDING
TOTAL: 46 BICYCLE PARKING SPACES



July 17, 2018



THE BOULEVARD AT CENTRAL STATION

TINLEY PARK, ILLINOIS
SOUTH STREET, LLC.



LS-10
CONCEPTUAL ROOFTOP
POOL PLAN

JULY 17, 2018

**The Boulevard at Central Station
Commercial Tenant
Rules & Regulations**

1. Landlord reserves the right, at Landlord's sole cost and expense, to install signs and to change from time to time the format of the signs or lettering on the signs, and to require replacement of any signs previously approved pursuant to Section 15 to conform to Landlord's new standard sign criteria established pursuant to any remodeling of the Building.
2. Tenant shall not, without the prior written consent of Landlord (i) paint, decorate or make any changes to the front of the Premises; (ii) install any exterior lighting, awning or protrusions, signs, advertising matter, decoration or painting visible from the exterior of the Premises or any coverings on exterior windows and doors, excepting only dignified displays of customary type; or (iii) install any signs or other displays on exterior windows or within six (6) inches of any exterior window line. If Landlord objects in writing to any of the foregoing, Tenant shall immediately discontinue such use.
3. Tenant shall not (i) conduct or permit any fire, bankruptcy or auction sale (whether real or fictitious) unless directed by order of a court of competent jurisdiction, or conduct or permit any legitimate or fictitious "Going Out of Business" sale nor represent or advertise that it regularly or customarily sells merchandise at "manufacturer's," "distributor's," "wholesale," "off price," or "warehouse", or similar prices or other than at "retail prices"; (ii) use, or permit to be used, the sidewalks adjacent to such Premises, or any other area outside the Premises for solicitation or for the sale or display of any merchandise or for any other business, occupation or undertaking, or for outdoor public meetings, circus or other entertainment (except for promotion activities in cooperation with the management of the Building); (iii) use or permit to be used any sound broadcasting or amplifying device which can be heard outside of the Premises or any flickering or spot lights; or (iv) use or permit to be used any portion of the Premises for any unlawful purpose or use or permit the use of any portion of the Premises as regular living quarters, sleeping apartments or lodging rooms or for the conduct of any manufacturing business.
4. Tenant shall at all times keep the Premises at a temperature sufficiently high to prevent freezing of water pipes and fixtures. Tenant shall not, nor shall Tenant at any time permit any occupant of the Premises to: (i) use, operate or maintain the Premises in such manner that any rates for any insurance carried by Landlord, or the occupant of any premises within the Building, shall thereby be increased; or (ii) commit waste, perform any acts or carry on any practices which may injure the Building or be a nuisance or menace to other tenants in the Building.
5. Tenant shall not obstruct any sidewalks, parking areas, driveways, passages, exits, entrances, truck ways, loading docks, package pick-up stations, pedestrian sidewalk and ramps, first aid and comfort stations, Common Areas or stairways of the Building. No Tenant and no employee or invitee of any Tenant shall go upon the roof of the Building unless authorized by Landlord.
6. Tenant, upon the termination of its tenancy, shall deliver to Landlord the keys of all doors to the Premises.
7. If Tenant requires telegraphic, telephonic, burglar alarm or similar service, it shall first obtain and thereafter comply with Landlord's instructions in their installation.
8. Tenant shall not place a load upon any floor which exceeds the designated load per square foot or the load permitted by law. Landlord shall have the right to prescribe the weight, size and position of all equipment brought into the Premises. Heavy objects shall stand on such platforms as determined by

Landlord to be necessary to properly distribute the weight. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure or outside of Tenant's store or to any other space to such a degree as to be objectionable to Landlord or to any tenants, shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other similar devices. Landlord will not be responsible for loss of, or damage to, any equipment or other property from any cause, and all damage done to the Building by maintaining or moving such equipment or other property shall be repaired at the expense of Tenant.

9. The toilet rooms, toilets, urinals, wash bowls or other apparatus shall not be used for any purpose other than that for which they were constructed, no foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees or invitees, shall have caused it. Rodding out of the toilets as needed shall be Tenant's responsibility.
10. Tenant shall not install any radio or television antenna, loudspeaker or other device on the roof or exterior walls of Tenant's store. Tenant shall not interfere with radio or television broadcasting or reception from or in the Building or elsewhere.
11. Tenant shall not install, maintain or operate upon the Premises or in any Common Areas under the exclusive control of Tenant any vending machine or video game without Landlord's prior written consent.
12. Tenant shall store all its trash and garbage in containers as designated by Landlord. Tenant shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by Landlord. Tenant shall pay for and be responsible for daily trash and garbage disposal.
13. No cooking shall be done or permitted by Tenant on the Premises without Landlord's prior written consent, except for brewing coffee and similar beverages, and use of a single microwave oven by employees only, and in any event, Tenant will not permit odors to emanate from the Premises and ensure that such use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations.
14. Tenant shall not use in any space, any hand trucks except those equipped with rubber tires and side guard, or such other material-handling equipment as Landlord may approve. Tenant shall not bring any other vehicles of any kind into the Building.
15. Employees of Landlord shall not perform work or do anything outside of their regular duties unless under special instructions from Landlord.
16. The delivery or shipping of merchandise, supplies, fixtures and equipment to and from the Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Building.
17. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building.

18. In the event the Premises are served by a sprinkler system, all metal shelving located in and about the Premises shall be of a type having open grating, and all wooden shelving located in and about the Premises shall be of an open type, and in any event, all shelving located in and about the Premises shall be of a kind and nature in conformance with all applicable municipal and governmental laws, ordinances, codes and regulations.
19. Tenant will at all times during the term of this Lease keep and maintain, at its own cost and expense, in good order, condition and repair, any and all fire safety and prevention devices and equipment as prescribed and required by Landlord, its insurers, and any applicable municipal or governmental law, ordinance or regulation.
20. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Lease.
21. Tenant shall be responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.
22. Tenant and its employees shall park vehicles in designated parking locations.

DRAFT

The Boulevard at Central Station Residential Tenant Rules & Regulations

Every tenant has the responsibility to maintain The Boulevard at Central Station as a safe, clean and physically attractive place to live. It is expected that all tenants will abide by the applicable rules, ordinances, and laws that govern The Boulevard at Central Station, the Village of Tinley Park, the State of Illinois, and the United States of America. Tenants must assume the responsibility for the actions of their guests, minors, pets, employees and/or other occupants. It is therefore understood and expected that all physical properties whether privately owned or owned by The Boulevard is to be respected, protected and safeguarded.

The Rules and Regulations are as follows:

I. Maintenance of Apartments

1. The Boulevard at Central Station is not responsible or liable for any damages or losses to apartments' contents due to fire, flood, theft or other unforeseen causes, such as, mold, bacteria, etc.
2. Tenants are therefore responsible for all expenses incurred as a result of fire, flood, other ruinous events caused by tenant's negligence.
3. Tenants must allow access to the apartment for the purposes of maintaining health, welfare and safety of the building population. Therefore, a key must be maintained by management for access in the event of emergencies. (See Section XVII(2) for Emergency Access details.)
4. Liquid or semi-liquid furniture (e.g. waterbeds, hot tubs, aquariums, etc.) may not be used in any apartment
5. While extermination of pests within individual apartments becomes the tenant's responsibility, under no circumstances can poisons, baits, pellets, sprays, fumigation, etc., be used without prior written consent of management. (Please call the manager with concerns about pests.) If management finds the pest problem to be present in a significant number of apartments (>50%) and/or the common areas, that would be sufficient cause for a systematic and building-wide extermination program. It is important to note that poisons pose a significant health and safety risk to humans (adults and infants) and domestic animals. For this reason, the utmost care and precaution is to be exercised whether applied by a professional or using pesticides purchased over the counter.
6. Tenants are not allowed to use noxious chemicals or materials without prior notification to the management and to other residents within their tier of the building due to ventilation.
7. Tenants with balconies are not allowed to hang, post or attach items to the exterior of their balconies. This includes equipment, flower pots and other materials that could fall onto the driveway, parking lot or pedestrians. Tenants are required to hang, post or attach items to the interior of their balcony.

II. Use of Occupancy Restrictions

1. Sale of furniture, personal belongings, rummage or the like in the apartment or, in common areas, or on premises by auction or private sale to which the public is invited is prohibited.

III. Laundry Facilities

1. All apartments are equipped with washer and dryer units.
2. Tenants shall operate and maintain all washer and dryer units in accordance with manufacturer instructions.
3. Absolutely no dye products shall be used in any washing machine.

IV. Maintenance of Storage Lockers

1. There is one storage locker assigned to each apartment.
2. The Boulevard is not responsible for locker contents damaged by flood, fire, or loss due to theft.
3. Storage of flammable, volatile or hazardous materials is prohibited.
4. Storage lockers may not be leased separate from apartment to any other tenant of The Boulevard, nor to any outside party. Storage locker may not be used for storage or any other purpose by any outside party.
5. Tenants must store all materials inside own storage locker. Storage of any property in the common storage area is prohibited. Property may not be temporarily stored in the hallway of the storage room. Property stored in common areas will be removed at the management's discretion within two weeks. A notice will be posted on the building's bulletin

board in the lobby prior to removal. Management is not required to conduct an investigation regarding ownership of property.

V. Smoking

1. **Smoking is strictly prohibited in all apartments and public areas.**
2. **Smoking shall only be permitted in designated areas and in accordance with all State and Village laws and ordinances.**

VI. Refuse Disposal

1. The chute may be used only for securely wrapped, (in a strong, commercial trash bag) soft garbage. No loose garbage, kitty litter or boxes may be disposed of using the chute. No large items shall be placed in garbage shuts so as to cause a blockage.
2. Items for recycling must be washed thoroughly (to prevent pests and odor) and placed in the appropriate containers in the garage.
3. Large cardboard containers and boxes should be broken down into manageable sizes and placed in the recycling receptacles to facilitate removal by the recycling waste haulers. Failure to comply with this may result in the waste management company's refusal to pick-up garbage. In the event that this occurs, the responsible tenant will incur all costs.

VII. Elevator

1. Tenants, who wish to occupy the elevator for moving large, heavy items will need to notify management 5 days before use of the elevator to install wall and floor padding. Failure to notify the management will result in a \$25.00 fine.
2. Any damage incurred while moving any items will be repaired at the tenant's expense.

VIII. Parking Lot

1. Parking is allowed in designated, numbered space only.
2. Double parking or parking outside of your assigned space is prohibited. Violators will be ticketed and towed at owner's expense.
3. It is the responsibility of all tenants to move their vehicle when notified. Management will arrange for temporary parking when necessary. If a tenant fails to move their vehicle after several notifications, the vehicle may be towed.
4. During winter months, be prepared to move vehicle(s) to allow the snow removal crew to clear parking lot in outdoor area.
5. Parking spaces are intended for working vehicles (i.e., cars, motorcycles). Any other use must be approved by management.
6. All tenants and those renting spaces, should display a towing/parking sticker. Cars should display sticker in the rear window on the lower left hand side. Stickers can be obtained from management.

IX. Towing

1. The towing service is available to all tenants and any tenant may call the towing service at any time. The intent of this service is to provide tenants with a safe and secure parking environment.
2. If a tenant fails to move their vehicle after several notifications, the vehicle may be towed. Tenant is responsible for any incurred charges resulting from the vehicle being towed.
3. If a tenant has an unknown vehicle in their parking space, the tenant should call the towing service.
4. If a tenant notices an unfamiliar vehicle in another parking space, that individual is asked to contact the appropriate tenant for verification.
5. If a tenant notices an unfamiliar car in the parking lot, that individual is asked to contact management to confirm that the vehicle does not belong to a service provider.
6. Violation of this will be handled by management.

X. Pets

1. The only pets permitted for tenants are one dog (under ____ lbs.), one cat, or a bird. Absolutely no other pets or animals are permitted except as permitted by law for handicapped tenants, or tenants with ____ dogs.
2. Tenants keeping pets have the responsibility to prevent odors and excessive, continuous noise from pets.
3. Tenant(s) must abide by Tinley Park ordinance and pick up all solid waste produced by pet when walking pet on premises. Solid waste must be disposed of in a suitable container not located on the property or wrapped securely in a sealed refuse bag and then placed in the dumpster.

XI. Noise

1. "Quietness" is a reasonable expectation of tenants and their guests.
2. Reasonable noise levels include radio and television volume, hallway conversation, parties/guests, pets, children, etc. and should be observed. Discretion is deserved and expected.
3. Hours for the building are as follows: Monday through Thursday and Sunday - 9:00 PM to 8:00 AM; Friday and Saturday - Midnight to 9:00 AM.

XII. Holiday and General Decorations

1. Common areas will be decorated by the management only or those approved by the management. All purchased building decorations must be approved in advance.
2. Plants (trees, wreaths, garlands, etc.) must be securely wrapped in plastic bags when carrying into or out of the building. Tenant(s) is/are responsible for thorough cleaning of all common areas littered by any decoration.
3. Tenants must investigate Village pick-up dates for holiday décor and place items to be picked up in the area designated by the Village. Wreaths and garland should be disposed of in the building's common dumpsters.
4. Disposal of trees in the common dumpsters is prohibited.

XIII. Move-in & Move-out Policy

It is the policy to recognize the expense associated with tenant transfers and moves. Unintended damages to the building's common areas, i.e. lobby doors, elevator, hallways, and wiring systems are a frequent occurrence. Unfortunately, these damages cause inconveniences and create an eyesore for the entire building population. Therefore, the cost of repairs must be borne by the moving parties. A move-in/move-out packet will be provided to the tenant. Tenant must follow-up move-in/move-out procedures as outlined in the packet.

1. In advance of at least ten (10) business days, management must be notified in writing so that it may prepare for the move.
2. Five (5) days prior to the move, a twenty-five dollar (\$25.00) non-refundable maintenance fee is required. The payment and deposit are required prior to vacating the premises.
3. The common areas will be inspected during and after the move and its condition noted. The security deposit of each tenant shall be withheld for any damage to the elevators or common areas caused by a move out.
4. If there are no damages observed, the deposit will be returned to the appropriate tenant within five (5) business days.
5. In the event of damages, the deposit will be applied to cover the costs of repair. For damages under three hundred and fifty dollars (\$350.00), the remaining amount will be returned to the tenant. If the damages are severe and exceeding the deposit amount, management will require the difference from the particular tenant.
6. Use of the building's side door is mandatory when move takes place.
7. Moving companies must park on the street to load and may not park in the driveway.
8. A notice will be posted at least five (5) days in advance in the lobby thereby allowing residents to appropriately plan their car use and personal activities.
9. Failure to comply with the above rules will result in a minimum fine of \$50.00 that will be withdrawn from the security deposit.

XIV. Deliveries

1. Delivery of large items (i.e. appliances, furniture, building materials, etc.) requires written notification be given to the management five (5) days prior to delivery. This will require wall and floor padding to be installed in the elevator to protect against damages. Any cost associated with damages to the elevator or building will be incurred by the tenant.

XV. Use of Common Areas and Damaged Common and Limited Common Areas

1. Access must be provided to all tenants.
2. Tenants must report all damage and/or malfunctions to a management member.
3. Damage to common and limited common areas caused by a tenant will be their financial responsibility for repairs and replacement.

XVI. General Operations

1. Role of Management
 - Management will make certain, to the best of its ability that the building is operated in a business-like manner for the common good of tenants.

2. **Grievance Procedures, Warnings, and Fines**
 - The first course of action should be to discuss the problem with the tenant(s) with whom there is a problem. If this is unsuccessful or not unreasonable, a grievance may be filed.
 - Grievances must be filed in writing with management using appropriate form and in a timely manner. (See attached, Appendix A for Grievance Form)
 - Management decisions regarding grievances are final and binding.
 - Any individual(s) against whom a grievance has been issued will be given notice of grievance.
 - Individual(s) will be given 14 calendar days after signed receipt of notice to change grievance. Response must be submitted in writing to the manager.
3. **Warning and Fines**
 - Management will take the following actions against any individual or group found in violation of The Boulevard's Rules: A formal, written warning stating the nature of the infraction will be issued. A minimum fine will be issued for the second infraction. Subsequent infractions will result in an increased fine.
 - The Fine will be added to the tenant(s)' monthly assessment. The fine will compound at a rate of \$10.00 monthly until paid.

XVII. Rules of Safety

1. Fire

- **Should a fire occur in your apartment:**
 - Leave apartment closing the door behind you, but do not lock.
 - Immediately call the Tinley Park Emergency Number (911). Provide street address, floor, and apartment number to emergency personnel.
 - Alert other tenants. Contact a member of the management's office immediately.
 - Use stairwells only to exit the building. **DO NOT USE ELEVATOR.**
- **Should you see fire or smoke near your apartment:**
 - **ASSUME THAT NO ONE ELSE HAS CALLED.**
 - Immediately call the Tinley Park Emergency Number (911).
 - Provide street address, floor, and apartment number to emergency personnel.
 - Contact a member of the management's office immediately.
 - Assess whether to attempt to exit you apartment, or wait for assistance from emergency personnel.

2. Emergency Situations

- **Should an emergency situation occur in your apartment (i.e., gas leak, water break, etc.):**
 - Leave apartment closing door behind you, but do not lock.
 - Immediately call the Tinley Park Emergency Number (911). Provide street address, floor, and apartment number to emergency personnel.
 - Alert other tenants. Contact a member of the management's office immediately.
 - Use stairwells only to exit the building. **DO NOT USE ELEVATOR.**
- **Should you see or smell an emergency situation near your apartment or in the building (i.e., gas leak, water break, etc.):**
 - **ASSUME THAT NO ONE HAS CALLED.**
 - Immediately call the Tinley Park Emergency Number (911).
 - Provide street address, floor, and apartment number to emergency personnel.
 - Contact a member of the management's office immediately.
 - Assess whether to attempt to exit you apartment, or wait for assistance from emergency personnel.

3. Emergency Access to Apartments

- Management will have a set of keys for emergency access to all apartments.
- Keys will be kept in the management office.
- Management and authorized staff are the only individuals with emergency access.
- Keys are intended for emergency use only.
- Keys will be used by management or by authorized personnel (i.e., gas company, fire persons, etc.) to gain access to the apartment for the following emergency situations:

- If emergency situation is determined to originate from that apartment or has been affected.
- Tenant is home but unresponsive.
- Keys are not intended for non-emergency purposes. Lockouts from one's apartment or using this set of keys as a second set are not considered emergency situations. However, if a lockout does occur and you are able to reach management, your keys will be provided to you. If a management cannot be reached, tenant will need to contact a locksmith. Any tenant concerned about locking themselves out of their apartment is requested to provide keys to a neighbor or family member for this purpose.
- It is expected that consideration will be used in non-emergency situations in regards to time of day and availability.

XVIII. Suspicious Persons and/or Activity

1. Tenants who witness suspicious persons and/or activity should immediately notify other occupants and, if necessary, call the Tinley Park Emergency Number (911) to report persons and/or activity. It is a resident's responsibility to report suspicious activity.

XIX. Entrances and Exits

1. Use intercom to verify identity of people entering the building. Once "buzzed" into the building via the intercom tenant assumes responsibility for the actions of those granted access.
2. Keep entrances and exits free from debris at all times.
3. Keep additional copies of building entry keys to minimum.
4. Make sure that when entering or leaving the building, the door is locked.
5. Only attended doors may be propped open.
6. If exiting through the garage, close the pedestrian exit as well as the electric garage door.

XX. Hallways, Lobbies, and Stairwells

1. Keep hallways, lobbies, and stairwells free from debris at all times (e.g. shake rugs, mops, and dust cloths outdoors).
2. Storage of any materials in hallways, lobbies, and stairwells is prohibited.

APPENDIX A - GRIEVANCE FORM

Please complete this form and return to Manager. You may want to retain a copy for your records. Thank you.

Date:

Your Name:

Your Apartment
Number:

Your Phone
Number:

Grievance against Apartment Number and Names of All Individuals:

- 1.
- 2.
- 3.

Nature of Grievance:

Dates on which Incident(s)

Occurred: Any Action Taken to

Resolve Issue:

Your Signature: _____

Date: _____

For Management use only:

Manager's signature

Date received

Date notice received by individual in violation (Please attach photocopy of signed notice).

**COMMENTS FROM
THE PUBLIC**

ADJOURNMENT