## NOTICE OF THE SPECIAL MEETING OF THE COMMITTEE OF THE WHOLE

The special meeting of the Committee of the Whole is scheduled for Tuesday, June 16, 2020 beginning at 7:00 p.m.

A copy of the agenda for this meeting is attached hereto and can be found at www.tinleypark.org.

### NOTICE - MEETING MODIFICATION DUE TO COVID-19

Pursuant to Governor Pritzker's Executive Order 2020-07, Executive Order 2020-10, Executive Order 2020-18, Executive Order 2020-32, Executive Order 2020-33, and Executive Order 2020-39, which collectively suspends the Illinois Open Meetings Act requirements regarding in-person attendance by members of a public body during the duration of the Gubernatorial Disaster Proclamation, issued on May 29, 2020, the members of the Village Board will be participating in the meeting through teleconference.

A livestream of the electronic meeting will be broadcasted at Village Hall. Pursuant to Governor's Executive Order No. 2020-10 and CDC guidelines, no more than 10 people will be allowed in the Council Chambers at any one time. Anyone in excess of 10 people will be asked to wait in another room with live feed to the meeting until the agenda item for which the person or persons would like to speak on is being discussed or until the open floor for public comments.

Public comments or requests to speak may also be emailed in advance of the meeting to <u>clerksoffice@tinleypark.org</u> or placed in the Drop Box at the Village Hall by noon on Tuesday, June 16, 2020.

Kristin A. Thirion Clerk Village of Tinley Park

# MEETING NOTICE VILLAGE OF TINLEY PARK SPECIAL MEETING OF THE COMMITTEE OF THE WHOLE

**NOTICE IS HEREBY GIVEN** that a Special Committee of the Whole Meeting of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, June 16, 2020, beginning at 7:00 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 MEETING HELD ON JUNE 9, 2020.
- 3. DISCUSS TEST DOCUMENTATION SERVICE FOR FIRE AND LIFE SAFETY SYSTEMS.
- 4. DISCUSS ANNUAL MAINTENANCE AND INSPECTION OF VILLAGE FACILITIES HVAC UNITS CONTRACTS.
- 5. DISCUSS UPDATE TO SEXUAL HARASSMENT POLICY WORKPLACE TRANSPARENCY ACT.
- 6. DISCUSS HEALTH INSURANCE BROKER RENEWAL.
- 7. DISCUSS SETTING THE DATE, TIME AND PLACE FOR THE JRB MEETING & PUBLIC HEARING FOR PROPOSED 159TH & HARLEM TIF DISTRICT.
- 8. RECEIVE COMMENTS FROM THE PUBLIC.

**ADJOURNMENT** 

KRISTIN A. THIRION VILLAGE CLERK

#### **MINUTES**

Special Meeting of the Committee of the Whole June 9, 2020 – 7:00 p.m. Village Hall of Tinley Park – Council Chambers 16250 S. Oak Park Avenue Tinley Park, IL 60477

President Pro Tem Glotz called the special meeting of the Committee of the Whole on June 9, 2020, to order at 7:27 p.m.

At this time Pat Carr, Assistant Village Manager and Director of Emergency Management and 911 Communications, stated prior to the Committee of the Whole meeting, the Village was under a tornado warning and the warning sirens were activated. He added that the sirens run for short time period and the Village does not sound an all-clear signal. If the sirens are activated again, it generally is because a new threat or warning has been issued.

At this time, President Pro-Tem Glotz stated this meeting was conducted remotely via electronic participation consistent with Governor Pritzker's Executive Orders suspending certain requirements of the Open Meetings Act provisions relating to in-person attendance by members of a public body due to the COVID-19 pandemic. President Vandenberg then introduced ground rules for effective and clear conduct of Village business.

Clerk Thirion called the roll. Present and responding to roll call were the following:

Members Present: J. Vandenberg, Village President (Participated Electronically)

M. Glotz, Village President Pro Tem

K. Thirion, Village Clerk

C. Berg, Village Trustee (Participated Electronically)

W. Brady, Village Trustee W. Brennan, Village Trustee

D. Galante, Village Trustee (Participated Electronically)
M. Mueller, Village Trustee (Participated Electronically)

Members Absent:

Staff Present: D. Niemeyer, Village Manager (Participated Electronically)

P. Carr, Assistant Village Manager

L. Godette, Deputy Clerk

H. Lipman, Management Analyst P. Connelly, Village Attorney

M. Walsh, Police Chief (Participated Electronically)

F. Reeder, Fire Services Administrator (Participated Electronically)

D. Framke, Marketing Director (Participated Electronically)

P. Wallrich, Interim Community Development Director (Participated Electronically)

A. Brown, Assistant Village Treasurer (Participated Electronically)

J. Urbanski, Interim Public Works Director (Participated Electronically)

P. Cordero, Economic Development Manager

K. Gomulka, Administrative Analyst (Participated Electronically)

Others Present:

<u>Item #2 - CONSIDER ADOPTING TEMPORARY PUBLIC PARTICIPATION RULES & PROCEDURES FOR THIS MEETING.</u> Pat Connelly, Village Attorney, explained the temporary rules were drafted to be consistent with Governor Pritzker's Executive order. President Pro Tem Glotz asked if there were any comments from the Board. There

were none. Motion was made by President Pro Tem Glotz, seconded by Trustee Galante, to adopt temporary public participation rules and procedures, for this agenda. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

Item #3 – CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL COMMITTEE OF THE WHOLE MEETING HELD ON MAY 19, 2020. – Motion was made by President Pro Tem Glotz, seconded by Trustee Brennan, to approve the minutes of the Special Committee of the Whole meeting held on May 19, 2020. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

Item #4 – DISCUSS ODYSSEY FUN WORLD ON PREMISES LIQUOR SALES. Kevin Gomulka, Administrative Analyst stated on June 2, 2020, the Mayor's Office received a request from Nicholas Halikias from the Odyssey Venue, inquiring if he was able to provide food and alcoholic beverage service (beer and wine) to Odyssey Fun World from the Sweet Spot Sports Bar, which is another establishment operated by the requester. Additionally, the requester asked if food and alcoholic beverages could not be provided by the Sweet Spot, if the Village would grant Odyssey Fun World a sixty (60) day Special Event Permit.

The Mayor's office reached out to the Village Attorney for guidance on the request. Upon review, the Village Attorney advised that the request could not be permitted, due to the Sweet Spot lacking a state "Caterer – Specialty Retailer" license, which allows catering companies the ability to sell alcoholic beverages, at unlicensed locations. Furthermore, the request for a sixty (60) day Special Event Permit could not be granted because it exceeds the fifteen (15) maximum days permitted for a Special Event Permit per Village Ordinance.

Upon further review, staff discovered that Odyssey Fun World currently has an active Class "E" liquor license issued by the Village. However, they are not allowed to sell liquor at the location because they lack a valid state-issued liquor license due to administrative oversights when converting from a Limited Partnership to a Limited Liability Company (LLC). Odyssey Fun World failed to notify the Village of Tinley Park and the Illinois Liquor Control Commission of the change of corporate structure, resulting in the state denying Odyssey Fun World's liquor renewal application.

On June 4, the staff was asked to contact Robert Charal, Executive VP & COO for InterContinental Real Estate and Development Corporation. Mayor's Office staff advised Mr. Charal that the best route to take is to fix the problem with the Illinois Liquor Control Commission since Odyssey Fun World already has an active Class "E" liquor license, which allows for the sale of beer and wine. Mr. Charal was advised to submit his request for a change in corporate structure in writing to the Mayor's Office for review.

Staff received the request on June 5<sup>th</sup> and provided the request and supplemental documentation to the Mayor for review. Upon review, the Mayor, in his role as Liquor Commissioner, expressed concerns regarding how Odyssey Fun World plans to manage the sale of alcoholic liquor at the location and requested that this item be brought to the Committee of the Whole for discussion.

Mr. Charal spoke on behalf of Odyssey via telephone. President Vandenberg expressed his concerns about alcohol consumption while operating the go-carts and asked how Odyssey will control this. Mr. Charal and Clint Paraday, Odyssey Fun World General Manager explained all customers in the outdoor area are issued wristbands that are marked when an alcoholic beverage is purchased. After two marks, the customer is not permitted to operate the go-cart. Mr. Paraday added the Odyssey go-carts have a slower maximum speed of 15-17 miles per hour versus those at Accelerate, which are higher. President Vandenberg would like the wristband procedure to be part of the liquor license, should it be issued.

Trustee Mueller asked if Odyssey staff would receive training. Mr. Charal replied they would.

Trustee Glotz asked President Vandenberg if he has contacted the Illinois Liquor Commission. President Vandenberg replied he has not contacted the Liquor Commission and he feels the documentation provided by Odyssey is sufficient.

### Item #5 - DISCUSS CLASS E LIQUOR LICENSE FOR BANDANA'S BBQ, 16200 HARLEM AVENUE. - Mr.

Gomulka, presented the request. In December 2019, Bandana's B-B-Q purchased the former Applebee's restaurant located at 16200 Harlem Avenue. Bandana's is a family-owned and operated restaurant chain that first opened in 1996 in Arnold, Missouri and is now a full-service restaurant chain with twenty-four (24) corporate restaurants and four (4) franchise restaurants. Bandana's currently has locations in four states, which include: Missouri, Illinois, Iowa, and Indiana. The restaurant is planning to open for business in Tinley Park by August 2020.

The Petitioner, Rick White, CEO, contacted Mayor Vandenberg's office on March 3, 2020, requesting a Class "E" Liquor License for Bandana's. The Class "E" Liquor License authorizes the retail sale of wine and beer for consumption on-premise only. Additionally, the sale of wine and beer is restricted to sales made in conjunction with the Petitioner's operation of a restaurant on the premises.

If the request is granted, the total number of class "E" liquor licenses in the Village will be six (6).

Trustee Mueller stated he is excited for the opening.

Motion was made by President Pro Tem Glotz, seconded by Trustee Mueller, to move an Ordinance Increasing the Number of Class "E" Liquor Licenses that can be issued in the Village (Bandanas B-B-Q, located at 16200 Harlem Avenue) to the Village Board for approval. Vote by roll call. Ayes: Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: Berg. President Pro Tem Glotz declared the motion carried.

### Item #6 – DISCUSS VIDEO GAMING LICENSE REQUEST FOR 350 BREWING COMPANY, 7144 183RD

STREET. – Mr. Gomulka presented the request. 350 Brewing Company is a 2,800/+ square foot taproom located at 7144 W. 183<sup>rd</sup> Street. The establishment offers patrons unique house-brewed beers along with a "light fare" food menu. The business has been operating in Tinley Park for nearly six years and is currently in good standing with the Village.

The Petitioner, Ramzi Hassan, contacted Mayor Vandenberg's office on February 7, 2020, requesting to upgrade the establishment's current Class "A" Liquor License to a Class "AV" Liquor License to permit the use of video gaming terminals within the location.

In the request, the Petitioner stated that the current layout of the establishment allows for the space of a private room that is perfectly suited for video gaming. If Petitioner's request is approved, he plans to reconfigure the party room for video gaming. According to the Petitioner, once reconfigured, the room will provide a private yet welcoming atmosphere for those patrons interested in enjoying the use of video gaming terminals.

If approved by the Village Board, the total number of Class "A" liquor licenses will decrease to nineteen (19) and the total number of Class "AV" liquor licenses will be increased to fourteen (14).

Trustee Brennan asked if the gaming terminals would be enclosed. Mr. Hassan responded there is a fence separating the area. There is no current remodeling plan. Trustee Brennan asked if they would be willing to separate this area off with a seven (7) foot barrier. Mr. Hassan responded they are not opposed. Trustee Brennan asked if they could provide a drawing of the plans. Trustee Glotz added the request for separation is consistent with video gaming requests in the past.

President Vandenberg asked the Board to consider amending the Ordinance as written to reflect the seven (7) foot barrier requirement.

Motion was made by President Pro Tem Glotz, seconded by Trustee Brennan, to recommend an Ordinance Decreasing the Number of Class "A" Liquor Licenses that can be issued in the Village and Increasing the Number of Class "AV" Liquor

Licenses that can be issued In the Village (350 Brewing Company, located at 7144 183rd Street), be forwarded to the Village Board for approval upon receipt of plans including a seven (7) foot barrier. Vote by roll call. Ayes: Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. Abstain: Berg. President Pro Tem Glotz declared the motion carried.

Item #7- DISCUSS OAK PARK AVENUE GRANT PROGRAM REVISIONS. – Priscilla Cordero, Economic Development Manager, presented updates to the Oak Park Avenue Grant Program. The Village of Tinley Park is committed to assuring the long-term viability of the Legacy Districts by assisting existing businesses, recruiting new targeted businesses and supporting tourism. To support this effort, in May 2018 the Village began offering the Oak Park Playbook – a series of five grants specifically designed to encourage Downtown Tinley business owners to invest in and improve their respective properties. One of the key goals of the program is to provide funding to improve the building stock of the downtown by bringing aging structures into code compliance (ADA, sprinkler and alarm systems), improve the facades and overall aesthetics of the streetscape (facades, signs and landscaping), and attract targeted retailers to the area (restaurants, boutique retailers, and music-oriented businesses). A total of \$256,626 in grants has been awarded for the redevelopment and attraction of targeted retail businesses since the inception of the program, making permanent improvements to seven properties.

As with any new initiative time has afforded the opportunity to re-evaluate the program to ensure its success in meeting the original goals of the program. The Economic and Commercial Commission (ECC) has devoted several meetings to the critical analysis of the five (5) grant formats with recommendations on such issues as the claw back provisions in the Retail Grant, eligible expenses, project timelines and the need to focus on permanent improvements to properties that can result in increased property value and assessed valuation. Following is a summary of these recommendations for the FY20-21 Oak Park Avenue Playbook Grant Program.

The Economic and Commercial Commission and Staff recommend the following changes to the Oak Park Avenue Playbook Program guidelines.

- 1. Grant amount to be capped at \$70,000 per property.
- 2. Grant Applicant or appointed representative will be required to attend ECC meeting at which grant application is being reviewed.
- 3. Work must not commence until grant approval is received. Should work commence prior to grant approval, said approval will be null and void.
- 4. Grant approvals will be null and void if project is not completed within twelve months of grant approval. A project timeline will be instituted as follows:
  - a. Must submit a full set of plans within three months of grant approval;
  - b. Must obtain building permit within six months of grant approval;
  - c. Must complete project within twelve months of grant approval;
  - d. Extension requests will require board approval.

Furthermore, the ECC and Village Staff, recommend the following changes.

- 1. Eliminate the Landscape Grant Program.
- 2. Improve timeline and process for business owners by allowing Sign Grants to be reviewed by Community Development Staff with recommendation for approval to Village Board.
- 3. Remove claw back requirement from Retail Grant. Funding will be provided only for permanent improvements fixed to the real estate therefore the Village's investment is protected even through the loss of a business. In addition, greater scrutiny of a required business plan with focus on the strength of the business model, as well as the business owner's retail experience to mitigate risk of failure.
- 4. If the business owner is an existing entity with at least two years in business, the business plan requirement may be waived.
- 5. Remove painting as an eligible expense in the Façade Grant.
- 6. Remove soft costs as an eligible expense in the Retail Grant.

Status reports on grant applications and funding levels will be included in the Community Development's monthly Active Projects Report and presented at Economic and Commercial Commission meetings so as to keep the community and elected officials apprised of the status of each grant program recipient.

The changes above were unanimously recommended for approval by the ECC at the May 11, 2020 meeting with the exception of how often the grant should be capped. Five Commissioners voted for the grant to be capped at \$70,000 per property per year and three voted for the grant to be capped at \$70,000 per property every three years. Staff has expressed concerns regarding properties applying for up to \$70,000 each year noting that an applicant could apply in May for \$70,000 and then again in June (different fiscal year) for another \$70,000 and thereby awarded \$140,000 for the same project. It is the hope that with limiting the cap to every three years more properties can be improved in the district.

Trustee Glotz stated he would like the grant capped at \$70,000 per property, unless ownership of said property changes.

Trustee Berg would like to keep the program unchanged. Ms. Cordero explained changes proposed are in response to the landscape portion of the grant being under-utilized and to move the resources to other portions of the grant. It will also simplify the grant and focus on fixed improvements to the property. In addition, landscaping is an eligible expense under the façade grant, which makes the landscape grant redundant.

Trustee Brady asked why the landscape grant was under-utilized. Ms. Cordero replied that is was marketed in the same manner as the other grants. Paula Wallrich, Interim Community Development Director responded she could not comment as to why the landscape grant was not utilized, however making this change will allow focus to be on the building which will have the best investment return.

Trustee Brennan feels each business could be eligible to apply every three (3) years or \$70,000 total. Trustee Galante concurs.

Trustee Mueller stated the changes remove soft costs allowing the money to be used for permanent improvements to the property. He likes the removal of the claw back, and is in favor of three (3) year eligibility.

Motion was made by President Pro Tem Glotz, seconded by Trustee Mueller, to move a resolution Approving Revisions to the Oak Park Playbook Grant Program, with the grant to be capped at \$70,000 per property every three years, to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

### Item #8 – DISCUSS AMENDING RENTAL CODE IN LIGHT OF COOK COUNTY JUST HOUSING

**ORDINANCE.** – Matt Walsh, Police Chief presented the change to the rental code. The Village of Tinley Park ("Village") is desirous to amend its rental code to control and regulate landlords' ability to conduct background checks on prospective tenants in light of Cook County's recent Just Housing Ordinance ("JHO") which limits landlords background checks and places an undue burden on lessors in verifying qualifications of potential tenants. As such, the Village's directive is to amend the rental code to allow lessors the ability to conduct criminal background checks on prospective tenants.

The Cook County Just Housing Ordinance went into effect on January 1, 2020 imposing certain restrictions on criminal background checks and a rigid set of requirements that sets forth a step-by-step screening process. Pursuant to the Just Housing Ordinance, landlords are limited in conducting a criminal background check and are unable to use criminal convictions as a reason for denial of a prospective tenant application.

Cook County released additional information after placing the JHO into effect which specifically states that a home rule municipality with a crime-free ordinance that specifically contradicts the JHO would supersede the JHO.

The Village is suggesting that we modify the current rental code to allow lessors the ability to conduct criminal background checks on prospective tenants. This would benefit the owners/landlords of rental properties in that they would not have to abide by the current JHO restrictive requirements. It would further benefit the Village in protecting and

preserving the neighborhoods' public health, safety and welfare of residents by requiring these criminal background checks.

Trustee Berg asked if this was a two-step process. Chief Walsh explained the amendments would allow for background checks to be conducted in the current manner, which has been successful.

Motion was made by President Pro Tem Glotz, seconded by Trustee Brennan, to move an Ordinance Amending the Residential Rental License by Adding Sub-Chapter 129f.081 of the Tinley Park Municipal Code, to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

Item #9 – DISCUSS SEXUAL HARASSMENT POLICY ORDINANCE – WORKPLACE TRANSPARENCY ACT. – This item was tabled to the next meeting.

Item #10 - DISCUSS GEOGRAPHIC INFORMATION SYSTEM (GIS) CONSORTIUM AGREEMENT. Mr. Carr, presented the modification of the current contract. Due to the COVID-19 Pandemic, the Village has received an adjusted executive board agreement and supplemental statement of work with the GIS Consortium service provider, Municipal GIS Partners (MGP). The term for this adjusted GIS agreement and supplemental statement of work is July 1, 2020 through December 31, 2020. Funds for this expenditure are budgeted in the amount of \$154,033.81 in the fiscal year 2021 budget. Currently GIS is in the office 5 days per week, this will be reduced to 2 days per week for an approximate saving of \$7,500 per month.

Motion was made by President Pro Tem Glotz, seconded by Trustee Mueller, to move a Service Agreement between the Village with Municipal GIS Partners, Inc to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

### Item #11- RECEIVE COMMENTS FROM THE PUBLIC

President Pro Tem Glotz asked if there were any written comments or requests to speak from members of the public. Laura Godette, Deputy Village Clerk, stated there were none.

### **ADJOURNMENT**

Motion was made by President Pro Tem Glotz, seconded by Trustee Brennan, to adjourn the Committee of the Whole. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the meeting adjourned at 8:32 p.m.

dm



# Department Memo

Issued & Approved by:

DC Daniel Riordan

**MEMO #20-40** 

Date:

February 20, 2020

**UPDATED:** May 12, 2020

To:

Patrick Carr, Assistant Village Manager

Forest Reeder, Fire Services Administrator

From:

Daniel Riordan, Deputy Chief / Prevention

Subject:

Test Documentation for Required Fire & Life Safety Systems

### **OVERVIEW**

The Fire Prevention Bureau will be implementing a program to assist in managing the required test documentation process for fire alarm / fire suppression equipment installed in buildings throughout the Village. A third-party provider will perform this program. Coordinating with contractors / property owners, the service provider, utilizing a web-based platform, would store and evaluate test documents and make these documents available for Fire Prevention to approve.

The program meets the intent of the Village's adopted codes (2012 International Fire Code, Section 901.6.2):

"Records of all system inspections, tests and maintenance required by the referenced standards shall be maintained on the premises for a minimum of three years and shall be copied to the fire code official."

Annually, over 1,200 test documents are submitted to the Fire Prevention Bureau.

### **EXPECTED OUTCOMES**

The expectations of a fully implemented program are:

- Stabilize / reduce cost to the Village for this required process.
- Improve an existing process with no added expense / resource to Village operations.
- Improve the performance of fire alarm / fire protection systems.
- Reduce identified violations due to fire alarm / fire suppression systems testing requirements.

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#### **VENDORS**

There are two providers with the experience to deliver this database service in a web-based format. The providers are:

- Inspection Reports On-Line (IROL)
- The Compliance Engine (TCE)

These service providers are based in the Chicagoland area and currently have clients nationwide, including several in the area.

Working as an agent for the Village/Authority Having Jurisdiction (AHJ), the service provider will contact property owners when test documents are due or in some cases overdue. The contractor performing the test is responsible to submit the completed documents.

Staff has solicited feedback from 31 contractors and 12 Fire Prevention Bureaus regarding these service providers. Overall, 90% preferred the database service provided by Brycer.

#### COST

Using this model to coordinate and evaluate test documents, there is no billing / invoice component where the Village will pay a fee, nor share any revenues from the service provider. The incurred cost of the service will be between the service provider and the testing contractor. Currently, the proposed cost is between \$15 - \$16 / test.

### **IMPLEMENTATION PROCESS**

The full implementation process should take approximately 180 days and will include the following:

- 1. Staff review of any vendor/Village agreements.
- 2. Sharing of data relating to properties that have fire protection / life safety systems.
- 3. Establishing protocols to communicate with property owners.
- 4. Develop criteria to ensure that this process is integrated with our established inspection procedures.

Included with this memo is a list of jurisdictions that have like services already in place.

Fire Prevention is prepared to discuss this program at the committee level.

attach.

DPR/caf

cc: S. Lorendo, Fire Inspector; B. Buttala, Fire Service Alarm Officer; Electronic File



Department	City	State	Zip
BARTLETT FIRE PROTECTION DISTRICT	BARTLETT	1L	60103
BELVIDERE FIRE DEPARTMENT	BELVIDERE	IL	61008
BLOOMINGDALE FIRE PROTECTION DISTRICT NO. 1	BLOOMINGDALE	IL	60108
BLUE ISLAND FIRE DEPARTMENT	BLUE ISLAND	IL	60406
BRYCER CUSTOMER SUPPORT	WARRENVILLE	IL	60555
BURBANK FIRE DEPARTMENT	BURBANK	IL	60459
CALUMET CITY FIRE DEPARTMENT	CALUMET CITY	IL	60409
CENTRAL STICKNEY FIRE PROTECTION DISTRICT	CHICAGO	, IL	60638
CHICAGO FIRE DEPARTMENT/FIRE PREVENTION BUREAU	CHICAGO	IL	60610
CITY OF CRYSTAL LAKE	CRYSTAL LAKE	ΙŁ	60014
CITY OF NAPERVILLE	NAPERVILLE	IL	60540
CITY OF SYCAMORE	SYCAMORE	IL	60178
COAL CITY FIRE PROTECTION DISTRICT	COAL CITY	IL	60416
CRESTWOOD FIRE DEPARTMENT	CRESTWOOD	IL	60445
DARIEN - WOODRIDGE FIRE PROTECTION DISTRICT	DARIEN	IL	60561
DOWNERS GROVE FIRE DEPARTMENT	DOWNERS GROVE	IL	60515
EAST DUNDEE FIRE PROTECTION DISTRICT	EAST DUNDEE	IL	60118
ELK GROVE VILLAGE FIRE DEPARTMENT	ELK GROVE VILLAGE	IL	60007
ELMHURST FIRE DEPARTMENT	ELMHURST	IL	60126
FIRST FIRE PROTECTION DISTRICT OF ANTIOCH TOWNSHIP	ANTIOCH	IL	60002
FRANKFORT FIRE PROTECTION DISTRICT	FRANKFORT	IL	60423
FRANKLIN PARK FIRE DEPARTMENT	FRANKLIN PARK	IL	60131
FREEPORT FIRE DEPARTMENT	FREEPORT	IL	61032
HARLEM-ROSCOE FIRE PROTECTION DISTRICT	ROSCOE	IL	61073
HOMEWOOD FIRE DEPARTMENT	HOMEWOOD	IL	60430
ITASCA FIRE PROTECTION DISTRICT	ITASCA	IL	60143
LEMONT FIRE PROTECTION DISTRICT	LEMONT	IL	60439
LEYDEN FIRE PROTECTION DISTRICT	FRANKLIN PARK	IL	60131
LISLE-WOODRIDGE FIRE DISTRICT	WOODRIDGE	IL	60517
LOMBARD FIRE DEPARTMENT	LOMBARD	1L	60148
MACOMB FIRE DEPARTMENT	MACOMB	IL	61455
MATTESON FIRE DEPARTMENT	MATTESON	IL	60443
MCCOOK FIRE DEPARTMENT	МССООК	IL	60525
MINOOKA FIRE PROTECTION DISTRICT	MINOOKA	IL	60447
MOKENA FIRE PROTECTION DISTRICT	MOKENA	IL	60448
MORRIS FIRE PROTECTION AND AMBULANCE DISTRICT	MORRIS	IL	60540
NEW LENOX FIRE PROTECTION DISTRICT	NEW LENOX	IL	60451
NORTH PARK FIRE PROTECTION DISTRICT	MACHESNEY PARK	IL	61115
NORWOOD PARK FIRE PROTECTION DISTRICT	HARWOOD HEIGHTS	IL	60706
OAK FOREST FIRE DEPARTMENT	OAK FOREST	IL	60452
OAKBROOK TERRACE FIRE PROTECTION DISTRICT	OAKBROOK TERRACE	IL	60181
PALATINE FIRE PREVENTION	PALATINE	IL	60067
PARK FOREST FIRE DEPARTMENT	PARK FOREST	IL	60466
PEKIN FIRE DEPARTMENT	PEKIN	IL	61554
PEORIA FIRE DEPARTMENT	PEORIA	IL	61603

OLHALCY FIDE DEDARTMENT			
QUINCY FIRE DEPARTMENT	QUINCY	IL	62301
RICHTON PARK FIRE DEPARTMENT	RICHTON PARK	IL	60471
ROCK ISLAND FIRE DEPARTMENT	ROCK ISLAND	iL	61201
ROSELLE FIRE DEPARTMENT	ROSELLE	IL	60172
SYCAMORE FIRE DEPARTMENT	SYCAMORE	IL	60178
TROY FIRE PROTECTION DISTRICT	SHOREWOOD	IL	60404
VILLAGE OF ALSIP	ALSIP	IL	60803
VILLAGE OF ARLINGTON HEIGHTS A	ARLINGTON HEIGHTS	IL	60005
VILLAGE OF LIBERTYVILLE	LIBERTYVILLE	IL	60048
VILLAGE OF NILES	NILES	IL	60714
WARRENVILLE FIRE PROTECTION DISTRICT	WARRENVILLE	IL	60555
WAUCONDA FIRE DISTRICT	WAUCONDA	IL	60084
WESTCHESTER FIRE DEPARTMENT	WESTCHESTER	iL	60154
WOOD DALE FIRE DEPARTMENT	WOOD DALE	IL	60191



**Date:** June 11, 2020

To: David Niemeyer, Village Manager

Pat Carr, Assistant Village Manager

From: Terry Lusby, Jr., Facilities & Fleet Superintendent

**Subject:** Approve Service Contract: Heating, Ventilation and Air Conditioning (HVAC)

Of All Village Facilities With Murphy & Miller, Inc.

Presented for the June 16<sup>th</sup>, 2020 Committee of the Whole/Village Board Meeting Agenda discussion and possible action:

### Description:

Approve a service contract with Murphy & Miller, Inc. of Chicago, Illinois for the annual maintenance and inspection of Village Facilities HVAC units. In general the scope of services includes:

- 1. Inspection of HVAC Systems for wear/damage.
- 2. Routine preventive maintenance and inspections.
- 3. Equipment startups, shutdowns, and control repairs.

<u>Background</u>: Public Works is tasked with proper upkeep of all Facilities HVAC systems to optimize indoor air quality of all citizens and Village employees. Continual routine preventive maintenance/inspections assures optimal system working conditions and conserves the life span of vital Village owned equipment. For more than 80 years, Murphy & Miller has been serving municipalities and commercial businesses throughout the South Suburbs and Greater Chicagoland area. Murphy & Miller has utilized their extensive intricate knowledge of our unique HVAC systems to assist us with avoiding equipment failures and optimizing our systems to operate at the most efficient levels.

The Village has contracted with Murphy & Miller for approximately the past 10 years and found them to perform all contracted services satisfactorily.

<u>Budget / Finance</u>: Funding is budgeted and available in the approved FY19 Budget; Municipal Buildings Fund.

Budget Available	\$26,000.00
Contract Amount	\$25,809.65
Difference – Under Budget	\$190.35

### Staff Direction Request:

- 1. Approve a service contract with Murphy & Miller of Chicago, Illinois for the annual maintenance and inspections in the amount of \$25,809.65.
- 2. Direct staff as necessary.



### VILLAGE OF TINLEY PARK

### SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and **Murphy And Miller, Inc.** (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

- 1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
- 2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed Twenty Five Thousand Eight Hundred and Nine 00/100 Dollars and Sixty Five Cents (25,809.65). Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than thirty (30) calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
- 3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
- 4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.
- 5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
- 6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
- 7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The

Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

- 8. It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.
- 9. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.
- 10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
- 11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.
- 12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.

- 13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.
- 14. This Contract may only be amended by written instrument approved and executed by the parties.
- 15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
- 16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
- 17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
- 18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
- 19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
- 22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.
- 23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

### CERTIFICATIONS BY CONTRACTOR

### **Affidavit of Compliance**

Contractor and all subcontractors shall complete this Affidavit of Compliance ("Affidavit") and submit supporting documentation as required pursuant to *Responsible Bidder Requirements on Public Work Projects*. Contractor must submit this Affidavit and all related evidence with its bid. Contractor shall be responsible for providing this Affidavit to all subcontractors who will perform work on the project. All subcontractors' Affidavits and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible bidder.

For the remainder of this Affidavit, "Contractor" refers to the general contractor and all subcontractors. Each item must be answered. If the question is not applicable, answer "NA." If the answer is none, answer "none."

The certifications set forth in this Affidavit and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned	, as	and on behalf
(Name)		Title)
of	having been duly sv	vorn under oath certifies that:
(Contractor)		
<u> 1</u>	Business Organization	
The form of business organization of	the Contractor is (check one):	
Sole Proprietor or Partnership Corporation	LLC Independent Contra	ctor (Individual)
If contractor/subcontractor is a corpor	ration, indicate the state and the	e date of incorporation:
Authorized to do business in the State	e of Illinois:	Yes [ ] No [ ]
Describe supporting documentation a	ttached:	
Federal Employer I.D. #:		
Social Security # (if an individual or s	sole proprietor):	

Registered with Illinois	Department of	Revenue:			Yes [ ] No [ ]
Describe supporting do	cumentation atta	ached (if '	'No," expla	in):	
Registered with Illinois	Department of	Employm	ent Securit	y:	Yes [ ] No [ ]
Describe supporting do	cumentation atta	ached (if '	'No," expla	in):	
Tax liens or tax deling	<u> [uencies</u>				
Disclosure of any feder officers of the contractor				quencies against	the contractor of any Yes [] No []
"No" means "not a	pplicable." I	f "yes,"	describe	lien/delinquenc	ies and resolution:
EOE Compliance					
Contractor is in complia States Code and Federa (known as the Equal O <sub>1</sub>	al Executive Ord	der No. 11	246 as am	-	
<b>Employee Classification</b>	<u>on</u>				
Contractor's employee employee or independ ordinances (Form B).				e state and fed	
Professional or Trade	Licenses				
Contractor will possess Contract work:	all applicable p	profession	al and trade	e licenses require	ed for performing the Yes [] No []
License	Number		Date Issued	Current Expiration	Holder of License
1				1	

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

<b>Documentation Attached</b> (Contractor must initial next to each item):
Form A: Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project.  NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date the subcontractor commences work on the project.
Form B: List of individuals who will perform work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current workers' compensation policy, properly classified under the workers' compensation policy, and covered by a health and welfare and retirement plan.
Form C Additional Information (if required)
Certificate of Good Standing (or other evidence of compliance with laws pre-requisite to doing business in the state)
Illinois Department of Revenue registration
Illinois Department of Employment Security registration
Standards of Apprenticeship/Apprentice Agreements
Substance Abuse Prevention program (or applicable provision from CBA in effect)
Written Safety Policy Statement signed by company representative
OSHA cards evidencing 10-hour or greater safety program completed, if requested
Workers' Compensation Coverage
Professional or Trade Licenses

### **Eligibility to Contract**

Name of Contractor (please print)	Submitted by (signature)
Title	
ficate of Compliance with Illinois Human	Rights Act
The undersigned hereby certifies that the C 1964 Civil Rights Act as amended and the	Contractor is in compliance with Title 7 of the Illinois Human Rights Act as amended.
Murphy And Miller, Inc.	
Name of Contractor (please print)	Submitted by (signature)
Title	
icate of Compliance with Illinois Drug-Fr	ree Workplace Act
of the Illinois Drug Free Workplace Act (3 workplace for all employees engaged in the complying with the requirements of the Illinois Drug Free Workplace Act (3 workplace Act (	loyees, does hereby certify pursuant to section to ILCS 580/3) that it shall provide a drug-free performance of the work under the contract inois Drug-Free Workplace Act and, further of this contract by reason of debarment for a face Act.
of the Illinois Drug Free Workplace Act (3 workplace for all employees engaged in the complying with the requirements of the Illicertifies, that it is not ineligible for award of the Illicertifies.	60 ILCS 580/3) that it shall provide a drug-free performance of the work under the contract inois Drug-Free Workplace Act and, further of this contract by reason of debarment for a

### **Certificate Regarding Sexual Harassment Policy**

	dersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights A (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) an internal complaint process including penalties; (v) the leg recourse, investigative and complaint process available through the Department of HuRights and Human Rights Commission; (vi) direction on how to contact the Department Human Rights and Human Rights Commission; and (vii) protection against retaliation	ent, al ıman ıent of
	Murphy And Miller, Inc.	_
	Name of Contractor (please print)  Submitted by (signature)	_
	 Title	
Certific	cate of Compliance with Substance Abuse Prevention on Public Works Projects	Act
The und	dersigned hereby certifies that:	
	There is in place a written program which meets or exceeds the program requirements Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has proa written copy thereof to the Village of Tinley Park.	
	There is in place a collective bargaining agreement which deals with the subject mathe Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)	tter o
(Cross	out either A or B depending upon which certification is correct)	
	Murphy And Miller, Inc.	
	Name of Contractor (please print)  Submitted by (signature)	_
	Title	

### **Certificate of Compliance with Prevailing Wage Requirements**

The undersigned hereby certifies that:

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://www.state.il.us/agency/idol/rates/rates.HTM. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding

requirements of the Act, including but not limited to keeping duties.	o, all wage requirements and notice and record
Murphy And Miller, Inc.  Name of Contractor (please print)	Submitted by (signature)
Title	
Certificate of Compliance with the Village of Tinl	ey Park Responsible Bidder Ordinance
The undersigned or the entity making the proposal of the Village of Tinley Park Responsible Bidder Ordi	<u> </u>
Murphy And Miller, Inc. Name of Contractor (please print)	Submitted by (signature)
Title	

current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all

[Signature Page to Follow]

BY:	Date
Printed Name:	Bute
Title:	
VILLAGE OF TINLEY PARK	
BY:	
Jacob C. Vandenberg, Village President (required if Contract is \$20,000 or more)	Date
ATTEST:	
Village Clerk	Date
(required if Contract is \$20,000 or more)	
VILLAGE OF TINLEY PARK	
BY:	
Village Manager	Date

### **SCOPE OF SERVICES**

Attached Scope of work for Tinley Park Facilities HVAC System Service as detailed in:

- Quote from Murphy And Miller, Inc. tilted: Contract Number 80REFR (\$3,557)
- Quote from Murphy And Miller, Inc. tilted: Contract Number 80HVAC (\$3,420.22)
- Quote from Murphy And Miller, Inc. tilted: Contract Number PUMHOU (\$872)
- Quote from Murphy And Miller, Inc. tilted: Contract Number WATPLA (\$1,174)
- Quote from Murphy And Miller, Inc. tilted: Contract Number VARIOUS (\$16,786.43)





### **INSPECTION AGREEMENT**

### Customer's Billing Name & Address:

VILLAGE OF TINLEY PARK 16250 SOUTH OAK PARK AVENUE TINLEY PARK, IL 60477

### **Service to Be Provided At:**

TINLEY PARK METRA STATION 18001 SOUTH 80<sup>TH</sup> AVENUE TINLEY PARK, IL 60477

Effective Date & Term : 12 MOS BEGINNING 05/01/2020 Anniversary Date : 04/30/2021

Agreement Amount : \$3,557.00

Payment Schedule : \$592.85 EVERY OTHER MONTH

Sales Representative : Mr. Bart Deval Proposal Date : 02/27/2020

M&M customer/Site Code: VIL010/7 Contract Number: 80REFR

At the time of scheduled Inspections and for the equipment listed on the attached pages, M&M agrees to perform the Preventive Maintenance tasks described on the following pages.

M&M will make the following number of Preventive Maintenance Inspections over a total of the following scheduled site visits during each term of this Agreement. The air conditioning and heating Inspections include equipment startup and shutdown.

Air Conditioning: 2 inspectionsRefrigeration: 0 inspectionsEquipment Controls: 4 inspectionsHeating: 2 inspectionsBuilding Automation: 0 inspectionsFilters: 4 changes

M&M Inspection activities will be scheduled by M&M and will be based on manufacturers' recommendations; equipment location, application and type; and Murphy & Miller's 84 years of HVAC experience. You will be informed of our maintenance and repair work, and a service report detailing work done will be presented after each service call for your records.

Beginning with the effective date, you agree to pay, in advance, for the services described herein according to the payment schedule shown above.

The Customer agrees to pay, in advance, according to the payment schedule shown above beginning with the effective date and continuing for the duration of this Agreement. This Agreement shall continue in effect unless you give written notice of your intention not to renew and it is received by M&M a minimum of thirty days prior to the anniversary date. Renewals of this Agreement will be invoiced on the basis of prices in effect at each renewal date. This Agreement is not valid or binding until accepted by Murphy & Miller, Inc.

<u>VILLAGE OF TINLEY PARK</u>	MURPHY & MILLER, INC.
Signature	Signature
Printed Name and Title	Printed Name and Title
Date	Date

Murphy & Miller, Inc. /600 West Taylor/Chicago, IL 60607-4429





### **EQUIPMENT COVERAGE ADDENDUM**

<u>Included</u> <u>Included</u> <u>N/A</u> <u>HUMIDIFIER SERVICES</u>	
X Modulating Steam Humidifier	
X Electric Element Humidifier	
X Infra-red Humidifier	
X Evaporative Humidifier	
X Electric Cell Humidifier Total no. of cells:	
Cell replacement on Electric Cell Humidifiers is limited to one change	per vear.
	po. , oa
Not	
Included Included N/A WATER TREATMENT SERVICES	
X Tower Water	
X Chilled Water	
X Boiler Water	
X Humidifiers	
7 Hamanois	
Not	
Included Included N/A CONTROL SERVICES	
X 1. Controls installed by the manufacturer on equipment covered by the	ie .
Agreement Agreement	3
Built up control systems and controlling devices on equipment	
covered by this Agreement	
X Electric control systems	
X Electronic control systems	
X Pneumatic control systems	
X 3. Automatic control valve operators on equipment covered by this A	groomont
excluding valve bodies	greement,
X 4. Control system air compressors	
X 5. Control system air driers	
7 J. Control system all unlets	
Not	
Included Included N/A AIR FILTER SERVICES CHANGES PER YEAR	
X Filter media	
X Throw-away filters	
X High-efficiency filters FOUR (4)	
X Roll-A-Matic filters	
X Bag filters	
X Charcoal filters	
X Washable filters	

All metal filter frames furnished by Murphy & Miller under the terms of this Agreement will remain the property of Murphy & Miller. Murphy & Miller reserves the right to remove its frames should this Agreement be cancelled or expire.





To also de d	Not	DT/A	AIR CONDITIONING / REFRIGERATION /		
<u>Included</u>	<u>Included</u>	<u>N/A</u>	VENTILATION / COOLING TOWER EQUIPMENT TASK LIST See other task lists for Absorption/Centrifugal Chiller Equipment		
Х			Lubricate bearings per manufacturers' recommendations.		
X			2. Check oil levels.		
X			Check and lubricate dampers.		
X			Check safety and operating controls.		
X			Brush clean air—cooled condensers once per year.		
^	X		6. Power wash condensers once per year.		
	X		7. Separation of condenser coils.		
X			8. Check belt alignment and tension.		
Χ			9. Check voltages and motor amperage.		
Χ			10. Tighten electrical connections.		
Χ			11. Check economizer and low-ambient operation.		
Χ			12. Check crank case heaters.		
Χ			13. Check drain pans and drain line heaters.		
Χ			14. Check operating pressures.		
		X	15. Check defrost cycle.		
X			16. Check and record compressor discharge temperature.		
	X		17. Check condensate and circulation pumps.		
		X	18. Drain, fill and vent chilled water system.		
		X	19. Drain and winterize water cooled condensing units.		
		X X	20. Drain and winterize chilled water coils.		
		x	21. Check VAV boxes and controls		
		x	22. Lubricate and adjust tower floats and linkages.  23. Check tower blow-down valve.		
		X	24. Lubricate tower fan drives.		
		X	25. Fill and vent towers and condenser circuit.		
		X	26. Clean tower sump.		
		X	27. Clean tower nozzles, header not included.		
		X	28. Drain and winterize cooling tower lines.		
	Not				
<u>Included</u>	<u>Included</u>	<u>N/A</u>	HEATING EQUIPMENT TASK LIST		
Х			Check safety and operating controls.		
		X	2. Check combustion analysis on boilers.		
		X	3. Clean furnace yearly.		
Х		X	4. Brush clean boiler fire tubes yearly.		
^		X	<ul><li>5. Inspect fireside of boiler/furnace.</li><li>6. Visually inspect for boiler leaks.</li></ul>		
		x	7. Check water level.		
		X	8. Drain, fill and vent of hot water system.		
		X	9. Check water pressure and relief valves.		
		X	10. Check heating coils annually.		
		X	11. Check strainers, control valves, freeze stats and traps on air handling units.		
		Χ	12. Check heat-exchangers annually.		
		Χ	13. Check pumps, including vacuum, circulating, condensate, and make-up		
			system pumps.		
		Χ	14. Clean and flush waterside of boiler.		
		Χ	15. Air filters required for high efficiency boilers once per year.		





### TERMS AND CONDITIONS

- 1. The identification, detection, encapsulation, removal or disposal of asbestos, or products or materials containing other hazardous substances is beyond the scope of this Agreement and Murphy & Miller is not required to perform same.
- 2. Murphy & Miller's maximum liability based upon any legal claim or cause of action (except for personal injury), shall not exceed the yearly contract price of this Agreement.
- 3. Customer shall permit free and timely access to the building and equipment, permit use of the building services, allow Murphy & Miller to start and stop the equipment as necessary, keep areas adjacent to the equipment free of extraneous materials, and move or alter any stock, fixtures, walls or partitions as needed to perform the work under this Agreement.
- 4. Murphy & Miller warrants that labor provided under this Agreement will be performed in a workmanlike manner. However, no claim for defective workmanship may be brought upon any cause of action, unless customer has provided Murphy & Miller with written notice of such defects within the ninety-day period following the termination date of this Agreement.
- 5. Murphy & Miller shall not be required to furnish any items of equipment or labor recommended or required by Insurance Companies, Government, State, Municipal or other Authorities, unless paid for by the Customer.
- 6. In the event of termination by the Customer, Customer agrees to pay for all work performed since the last contract renewal date (or if no renewal, since inception) at Murphy & Millers labor and material rates prevailing at the time of termination. The Customer's contract payments for the period since renewal (or if no renewal, since inception) shall be credited against Murphy & Miller's labor and material bill and the Customer shall pay for any shortfall or receive any refund due on the difference between the amount paid and the amount billed due to termination..
- 7. Customer warrants that it is either the owner of the Premises or the owner's duly authorized agent empowered to enter into this Agreement on the owner's behalf. If the Customer is not the owner, it agrees to provide the owner with an executed copy of this Agreement.
- 8. Customer agrees to pay interest on any sums outstanding and past due computed at 2% per annum over the current prime rate of interest set by Libor or at highest lawful rate if the rate is lower.
- Customer agrees to pay all of Murphy & Miller's costs and expenses incurred in enforcing Murphy & Miller's rights or remedies hereunder or any of the terms hereof, including but not limited to, Murphy & Miller's reasonable attorneys' fees and court costs.
- 10. This Agreement does not include repairs to the system(s) or equipment, the provision or installation of components or parts, or service calls requested by the customer. These services will be charged for at Murphy & Miller's service rates then in effect.
- 11. Murphy & Miller's time to perform it obligations hereunder shall be extended as necessary if Murphy & Miller's performance is partially or wholly delayed by parts or equipment unavailability, strikes, lockouts or other labor difficulties of any kind; transportation delays; casualty; war, rebellion, or riot, acts of God or government or any cause whatsoever beyond Murphy & Miller's reasonable control. Murphy & Miller's duty to perform any work delayed for the above reasons ceases upon termination of this Agreement.
- 12. Murphy & Miller shall not be liable for any incidental, special, indirect or consequential damages suffered by the Customer including (without limiting the foregoing) loss of business or profits, loss of use, increased operating or maintenance expenses, claims of Customer's tenants or clients, food spoilage, damage to the Customer's premises, or loss of business opportunity.
- 13. Murphy & Miller is only responsible for equipment itemized on the attached equipment list. With respect to the equipment listed in this Agreement, the Customer agrees to have service or repairs not covered by this Agreement done promptly so as not to interfere with Murphy & Miller's performance hereunder. Any work not covered by this Agreement and performed by Murphy & Miller shall be at its prevailing material and labor rates.
- 14. Corrections of the design or installation of Customer's equipment is beyond the scope of this Agreement and Murphy & Miller is not required to perform same.
- 15. Deliming or cleaning of water cooling towers, evaporative condensers, or water cooled condensers, is not covered by this Agreement unless specified as part of the Agreement.
- 16. Customer shall make available to Murphy & Miller's personnel all pertinent material safety data sheets (MSDS) pursuant to OSHA's hazard communications standard regulations.
- 17. This Agreement is entitled "Preventive Maintenance Agreement" because the work listed is designed to help prevent breakdowns of the Customer's equipment. The Customer understands and agrees that breakdowns may nonetheless occur and that Murphy & Miller has not undertaken to prevent all equipment breakdowns, but only perform the work listed.





- 18. No other Agreement, oral or written, expressed or implied, shall limit or qualify the terms of this Agreement, unless such an additional Agreement is accepted by both parties in writing.
- 19. Murphy & Miller is entitled to discontinue its performance under this Agreement at any time payments are past due.

### **ADDITIONAL PROVISIONS:**







### **EQUIPMENT COVERED UNDER THIS CONTRACT**

QTY	UNIT MAKE	DESCRIPTION	MODEL#	SERIAL#	LOCATON
1	THERMO KOOL	REFRIGERATION WALK-IN COOLER	TBD	TBD	CEILING
1	MANITOWOC	REFRIGERATION ICE CUBE MACHINE	B420	1101050442	GROUND LEVEL
1	TRUE	REFRIGERATION REACH-IN COOLER	TR2F-4HS	7267764	GROUND LEVEL
1	TRUE	REFRIGERATION REACH-IN FREEZER	TUC-60	7217656	GROUND LEVEL
1	FEDERAL INDUSTRIES	REFRIGERATION REACH-IN COOLER	SGR5042DZ	11110167958	GROUND LEVEL
1	FEDERAL INDUSTRIES	REFRIGERATION REACH-IN COOLER	SGR5042DZ	11110167959	GROUND LEVEL
1	TBD	REFRIGERATION RACH-IN FREEZER	TBD	TBD	GROUND LEVEL/ICE CREAM FREEZER
1	COPELAND	REFRIGERATION REACH-COOLER	FJAF-0106- CAV-020	11J10907U	GROUND LEVEL/BAR COOLER
1	COPELAND	REFRIGERATION REACH-IN COOLER	FJAF-0106- CAV-020	11J10908U	GROUND LEVEL/BAR COOLER
1	GREENHECK	VENTILATION EXHAUST FAN	USGF-160XP- 15-6	1.26078E+11	ROOF





### **INSPECTION AGREEMENT**

### Customer's Billing Name & Address:

VILLAGE OF TINLEY PARK 16250 SOUTH OAK PARK AVENUE TINLEY PARK, IL 60477

### **Service to Be Provided At:**

TINLEY PARK METRA STATION 18001 SOUTH 80<sup>TH</sup> AVENUE TINLEY PARK, IL 60477

Effective Date & Term : 12 MOS BEGINNING 05/01/2020 Anniversary Date : 04/30/2021

Agreement Amount : \$3,420.22

Payment Schedule : \$855.06 PER QUARTER

Sales Representative : Mr. Bart Deval Proposal Date : 02/27/2020 M&M customer/Site Code: VIL010/7 Contract Number : 80HVAC

At the time of scheduled Inspections and for the equipment listed on the attached pages, M&M agrees to perform the Preventive Maintenance tasks described on the following pages.

M&M will make the following number of Preventive Maintenance Inspections over a total of the following scheduled site visits during each term of this Agreement. The air conditioning and heating Inspections include equipment startup and shutdown.

: 2 inspections Air Conditioning Refrigeration: 0 inspections Heating Equipment Controls : 4 inspections : 2 inspections **Building Automation** : 0 inspections Filters : 4 changes

M&M Inspection activities will be scheduled by M&M and will be based on manufacturers' recommendations; equipment location, application and type; and Murphy & Miller's 84 years of HVAC experience. You will be informed of our maintenance and repair work, and a service report detailing work done will be presented after each service call for your records.

Beginning with the effective date, you agree to pay, in advance, for the services described herein according to the payment schedule shown above.

The Customer agrees to pay, in advance, according to the payment schedule shown above beginning with the effective date and continuing for the duration of this Agreement. This Agreement shall continue in effect unless you give written notice of your intention not to renew and it is received by M&M a minimum of thirty days prior to the anniversary date. Renewals of this Agreement will be invoiced on the basis of prices in effect at each renewal date. This Agreement is not valid or binding until accepted by Murphy & Miller, Inc.

<u>VILLAGE OF TINLEY PARK</u>	MURPHY & MILLER, INC.
Signature	Signature
Printed Name and Title	Printed Name and Title
Date	Date

Murphy & Miller Inc. /600 West Taylor/Chicago, IL 60607-4429





### **EQUIPMENT COVERAGE ADDENDUM**

Included     Included     N/A     HUMIDIFIER SERVICES       X     Modulating Steam Humidifier       X     Electric Element Humidifier	_
X Modulating Steam Humidifier X Electric Element Humidifier	
X Infra-red Humidifier	
X Evaporative Humidifier	
X Electric Cell Humidifier Total no. of cells:	
Cell replacement on Electric Cell Humidifiers is limited to one change per year	ar.
go por y	
Not	
Included Included N/A WATER TREATMENT SERVICES	
X Tower Water	_
X Chilled Water	
X Boiler Water	
X Humidifiers	
7 Harmanicio	
Not	
Included Included N/A CONTROL SERVICES	
X 1. Controls installed by the manufacturer on equipment covered by this	_
Agreement Agreement	
Built up control systems and controlling devices on equipment	
covered by this Agreement	
X Electric control systems	
X Electronic control systems	
X Pneumatic control systems	
X 3. Automatic control valve operators on equipment covered by this Agreen	ont
excluding valve bodies	en,
X 4. Control system air compressors	
X 5. Control system air driers	
7 J. Control system all uners	
Not	
Included Included N/A AIR FILTER SERVICES CHANGES PER YEAR	
X Filter media	_
X Throw-away filters	
X High-efficiency filters FOUR (4)	
X Roll-A-Matic filters	
X Bag filters	
X Charcoal filters	
X Washable filters	

All metal filter frames furnished by Murphy & Miller under the terms of this Agreement will remain the property of Murphy & Miller. Murphy & Miller reserves the right to remove its frames should this Agreement be cancelled or expire.





	Not		AIR CONDITIONING / REFRIGERATION /
Included	Included	<u>N/A</u>	VENTILATION / COOLING TOWER EQUIPMENT TASK LIST
meiaca	Included	IVA	See other task lists for Absorption/Centrifugal Chiller Equipment
Χ			Lubricate bearings per manufacturers' recommendations.
X			2. Check oil levels.
X			Check and lubricate dampers.
X			Check safety and operating controls.
Х			5. Brush clean air-cooled condensers once per year.
	X		6. Power wash condensers once per year.
	X		7. Separation of condenser coils.
Χ			8. Check belt alignment and tension.
Χ			9. Check voltages and motor amperage.
Χ			10. Tighten electrical connections.
Χ			11. Check economizer and low-ambient operation.
X			12. Check crank case heaters.
X			13. Check drain pans and drain line heaters.
X			14. Check operating pressures.
		X	15. Check defrost cycle.
X			16. Check and record compressor discharge temperature.
	X		17. Check condensate and circulation pumps.
		X	18. Drain, fill and vent chilled water system.
		X	19. Drain and winterize water cooled condensing units.
		X	20. Drain and winterize chilled water coils.
		X	21. Check VAV boxes and controls
		X	22. Lubricate and adjust tower floats and linkages.  23. Check tower blow-down valve.
		X	
		X X	24. Lubricate tower fan drives. 25. Fill and vent towers and condenser circuit.
		X	26. Clean tower sump.
		X	27. Clean tower nozzles, header not included.
		X	28. Drain and winterize cooling tower lines.
		^	20. Drain and winterize cooling tower lines.
	Not		
Included	Included	N/A	HEATING EQUIPMENT TASK LIST
X		<u></u>	1. Check safety and operating controls.
		Χ	2. Check combustion analysis on boilers.
		Χ	3. Clean furnace yearly.
		X	4. Brush clean boiler fire tubes yearly.
X			5. Inspect fireside of boiler/furnace.
		X	6. Visually inspect for boiler leaks.
		X	7. Check water level.
		X	8. Drain, fill and vent of hot water system.
		X	Check water pressure and relief valves.
		X	10. Check heating coils annually.
		X	11. Check strainers, control valves, freeze stats and traps on air handling units.
		X	12. Check heat-exchangers annually.
		X	13. Check pumps, including vacuum, circulating, condensate, and make-up
		V	system pumps.
		X X	14. Clean and flush waterside of boiler.
		^	15. Air filters required for high efficiency boilers once per year.





### TERMS AND CONDITIONS

- 1. The identification, detection, encapsulation, removal or disposal of asbestos, or products or materials containing other hazardous substances is beyond the scope of this Agreement and Murphy & Miller is not required to perform same.
- 2. Murphy & Miller's maximum liability based upon any legal claim or cause of action (except for personal injury), shall not exceed the yearly contract price of this Agreement.
- 3. Customer shall permit free and timely access to the building and equipment, permit use of the building services, allow Murphy & Miller to start and stop the equipment as necessary, keep areas adjacent to the equipment free of extraneous materials, and move or alter any stock, fixtures, walls or partitions as needed to perform the work under this Agreement.
- 4. Murphy & Miller warrants that labor provided under this Agreement will be performed in a workmanlike manner. However, no claim for defective workmanship may be brought upon any cause of action, unless customer has provided Murphy & Miller with written notice of such defects within the ninety-day period following the termination date of this Agreement.
- 5. Murphy & Miller shall not be required to furnish any items of equipment or labor recommended or required by Insurance Companies, Government, State, Municipal or other Authorities, unless paid for by the Customer.
- 6. In the event of termination by the Customer, Customer agrees to pay for all work performed since the last contract renewal date (or if no renewal, since inception) at Murphy & Millers labor and material rates prevailing at the time of termination. The Customer's contract payments for the period since renewal (or if no renewal, since inception) shall be credited against Murphy & Miller's labor and material bill and the Customer shall pay for any shortfall or receive any refund due on the difference between the amount paid and the amount billed due to termination..
- 7. Customer warrants that it is either the owner of the Premises or the owner's duly authorized agent empowered to enter into this Agreement on the owner's behalf. If the Customer is not the owner, it agrees to provide the owner with an executed copy of this Agreement.
- 8. Customer agrees to pay interest on any sums outstanding and past due computed at 2% per annum over the current prime rate of interest set by Libor or at highest lawful rate if the rate is lower.
- Customer agrees to pay all of Murphy & Miller's costs and expenses incurred in enforcing Murphy & Miller's rights or remedies hereunder or any of the terms hereof, including but not limited to, Murphy & Miller's reasonable attorneys' fees and court costs.
- 10. This Agreement does not include repairs to the system(s) or equipment, the provision or installation of components or parts, or service calls requested by the customer. These services will be charged for at Murphy & Miller's service rates then in effect.
- 11. Murphy & Miller's time to perform it obligations hereunder shall be extended as necessary if Murphy & Miller's performance is partially or wholly delayed by parts or equipment unavailability, strikes, lockouts or other labor difficulties of any kind; transportation delays; casualty; war, rebellion, or riot, acts of God or government or any cause whatsoever beyond Murphy & Miller's reasonable control. Murphy & Miller's duty to perform any work delayed for the above reasons ceases upon termination of this Agreement.
- 12. Murphy & Miller shall not be liable for any incidental, special, indirect or consequential damages suffered by the Customer including (without limiting the foregoing) loss of business or profits, loss of use, increased operating or maintenance expenses, claims of Customer's tenants or clients, food spoilage, damage to the Customer's premises, or loss of business opportunity.
- 13. Murphy & Miller is only responsible for equipment itemized on the attached equipment list. With respect to the equipment listed in this Agreement, the Customer agrees to have service or repairs not covered by this Agreement done promptly so as not to interfere with Murphy & Miller's performance hereunder. Any work not covered by this Agreement and performed by Murphy & Miller shall be at its prevailing material and labor rates.
- 14. Corrections of the design or installation of Customer's equipment is beyond the scope of this Agreement and Murphy & Miller is not required to perform same.
- 15. Deliming or cleaning of water cooling towers, evaporative condensers, or water cooled condensers, is not covered by this Agreement unless specified as part of the Agreement.
- 16. Customer shall make available to Murphy & Miller's personnel all pertinent material safety data sheets (MSDS) pursuant to OSHA's hazard communications standard regulations.
- 17. This Agreement is entitled "Preventive Maintenance Agreement" because the work listed is designed to help prevent breakdowns of the Customer's equipment. The Customer understands and agrees that breakdowns may nonetheless occur and that Murphy & Miller has not undertaken to prevent all equipment breakdowns, but only perform the work listed.





- 18. No other Agreement, oral or written, expressed or implied, shall limit or qualify the terms of this Agreement, unless such an additional Agreement is accepted by both parties in writing.
- 19. Murphy & Miller is entitled to discontinue its performance under this Agreement at any time payments are past due.

### **ADDITIONAL PROVISIONS:**

### CUSTOMER TO SUPPLY FILTERS AND BELTS

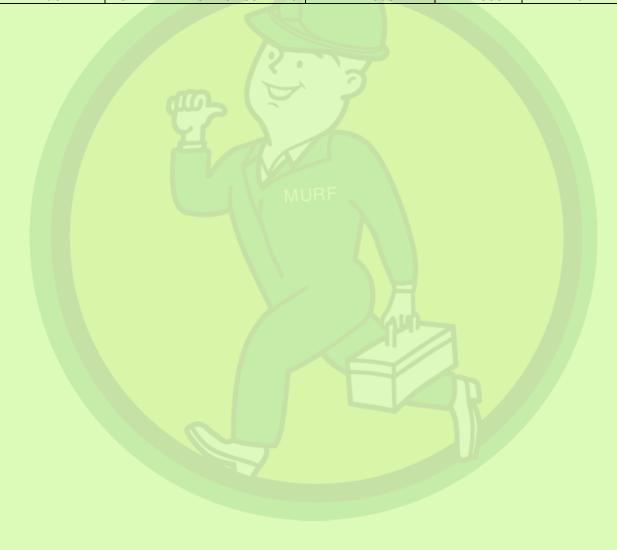






### **EQUIPMENT COVERED UNDER THIS CONTRACT**

QTY	UNIT MAKE	DESCRIPTION	MODEL#	SERIAL#	LOCATON
	CLIMATE				
1	MASTER	HEATING HEAT PUMP	TOHW10BHJ1CBAAS	1811C20723	BASEMENT
	CLIMTAE				
1	MASTER	HEATING HEAT PUMP	TOHD108BHE3BBNAS	1911C20746	BASEMENT
1	EVO	HEATING HOT WATER HEATER	HWM129	84333	TBD
2	B&G	PUMP WATER PUMP CIRCULATING	VARIOUS	VARIOUS	BASEMENT































## **INSPECTION AGREEMENT**

## Customer's Billing Name & Address:

VILLAGE OF TINLEY PARK 16250 SOUTH OAK PARK AVENUE TINLEY PARK, IL 60477 **Service to Be Provided At:** 

PUMP HOUSE 6640 WEST 167<sup>TH</sup> STREET TINLEY PARK, IL 60477

Effective Date & Term : 12 MOS BEGINNING 04/01/2020 Anniversary Date : 03/31/2021

Agreement Amount : \$872.00

Payment Schedule : \$436.00 SEMI-ANNUALLY

Sales Representative : Mr. Bart Deval Proposal Date : 02/27/2020 M&M customer/Site Code : VIL010/6 Contract Number : PUMHOU

At the time of scheduled Inspections and for the equipment listed on the attached pages, M&M agrees to perform the Preventive Maintenance tasks described on the following pages.

M&M will make the following number of Preventive Maintenance Inspections over a total of the following scheduled site visits during each term of this Agreement. The air conditioning and heating Inspections include equipment startup and shutdown.

Air Conditioning: 1 inspectionRefrigeration: 0 inspectionsEquipment Controls: 2 inspectionsHeating: 1 inspectionBuilding Automation: 0 inspectionsFilters: 2 changes

M&M Inspection activities will be scheduled by M&M and will be based on manufacturers' recommendations; equipment location, application and type; and Murphy & Miller's 84 years of HVAC experience. You will be informed of our maintenance and repair work, and a service report detailing work done will be presented after each service call for your records.

Beginning with the effective date, you agree to pay, in advance, for the services described herein according to the payment schedule shown above.

The Customer agrees to pay, in advance, according to the payment schedule shown above beginning with the effective date and continuing for the duration of this Agreement. This Agreement shall continue in effect unless you give written notice of your intention not to renew and it is received by M&M a minimum of thirty days prior to the anniversary date. Renewals of this Agreement will be invoiced on the basis of prices in effect at each renewal date. This Agreement is not valid or binding until accepted by Murphy & Miller, Inc.

VILLAGE OF TINLEY PARK	MURPHY & MILLER, INC.
Signature	Signature
Printed Name and Title	Printed Name and Title
Date	Date

Murphy & Miller Inc. /600 West Taylor/Chicago, IL 60607-4429





# **EQUIPMENT COVERAGE ADDENDUM**

	Not		
<b>Included</b>	<b>Included</b>	N/A	HUMIDIFIER SERVICES
		<u>N/A</u> X	Modulating Steam Humidifier
		Χ	Electric Element Humidifier
		Χ	Infra-red Humidifier
		Χ	Evaporative Humidifier
		X	Electric Cell Humidifier Total no. of cells:
		- 11	Cell replacement on Electric Cell Humidifiers is limited to one change per year.
			Topicosmonicon Electric Con Hamilton to minicon to charige per your
	Not		
Included	Included	N/A	WATER TREATMENT SERVICES
<u>Included</u>	<u> </u>	X	Tower Water
		X	Chilled Water
		X	Boiler Water
		X	Humidifiers
		^	Turnumers
	Not		
Included	Included	<u>N/A</u>	CONTROL SERVICES
X	Included	IVA	1. Controls installed by the manufacturer on equipment covered by this
^			Agreement
			Built up control systems and controlling devices on equipment covered by this Agreement
		Х	
		x	Electric control systems
		X	Electronic control systems
		X	Pneumatic control systems
		X	3. Automatic control valve operators on equipment covered by this Agreement,
		V	excluding valve bodies
		X	4. Control system air compressors
		X	5. Control system air driers
	NT 4		
	Not	DT/A	A ID EIL MED GEDVIGEG GUANGEG DED VEAD
<b>Included</b>	<u>Included</u>	<u>N/A</u>	AIR FILTER SERVICES CHANGES PER YEAR
	X		Filter media
V	X		Throw-away filters (2) TWO
Х	V		High-efficiency filters (2) TWO
	X		Roll-A-Matic filters
	X		Bag filters
	X		Charcoal filters
	Χ		Washable filters

All metal filter frames furnished by Murphy & Miller under the terms of this Agreement will remain the property of Murphy & Miller. Murphy & Miller reserves the right to remove its frames should this Agreement be cancelled or expire.





Turalis da d	Not	NT/A	AIR CONDITIONING / REFRIGERATION /	
<u>Included</u>	<u>Included</u>	<u>N/A</u>	VENTILATION / COOLING TOWER EQUIPMENT TASK LIST  See other task lists for Absorption/Centrifugal Chiller Equipment	
Х			Lubricate bearings per manufacturers' recommendations.	
X			Check oil levels.	
X			Check and lubricate dampers.	
X			Check safety and operating controls.	
X			Brush clean air—cooled condensers once per year.	
~	X		6. Power wash condensers once per year.	
	X		7. Separation of condenser coils.	
Χ	Λ		8. Check belt alignment and tension.	
X			9. Check voltages and motor amperage.	
Χ			10. Tighten electrical connections.	
Χ			11. Check economizer and low-ambient operation.	
Χ			12. Check crank case heaters.	
Χ			13. Check drain pans and drain line heaters.	
Χ			14. Check operating pressures.	
		X	15. Check defrost cycle.	
X			16. Check and record compressor discharge temperature.	
	X		17. Check condensate and circulation pumps.	
		Χ	18. Drain, fill and vent chilled water system.	
		Χ	19. Drain and winterize water cooled condensing units.	
		X	20. Drain and winterize chilled water coils.	
		X	21. Check VAV boxes and controls	
		X	22. Lubricate and adjust tower floats and linkages.	
		X	23. Check tower blow-down valve.	
		X	24. Lubricate tower fan drives.	
		X	25. Fill and vent towers and condenser circuit.	
		X X	26. Clean tower sump.	
		x	<ul><li>27. Clean tower nozzles, header not included.</li><li>28. Drain and winterize cooling tower lines.</li></ul>	
		^	20. Drain and wintenze cooling tower lines.	
	Not			
Included	Included	<u>N/A</u>	HEATING EQUIPMENT TASK LIST	
X			Check safety and operating controls.	
		Χ	2. Check combustion analysis on boilers.	
Χ			3. Clean furnace yearly.	
		Χ	4. Brush clean boiler fire tubes yearly.	
Χ			5. Inspect fireside of boiler/furnace.	
		X	6. Visually inspect for boiler leaks.	
		X	7. Check water level.	
		X	8. Drain, fill and vent of hot water system.	
		X	Check water pressure and relief valves.	
		X	10. Check heating coils annually.	
V		X	11. Check strainers, control valves, freeze stats and traps on air handling units.	
Х		V	12. Check heat-exchangers annually.	
		Х	13. Check pumps, including vacuum, circulating, condensate, and make-up	
		Χ	system pumps.  14. Clean and flush waterside of boiler.	
		x	15. Air filters required for high efficiency boilers once per year.	
		^	13. All litters required for high emoleticy bollers office per year.	





#### **TERMS AND CONDITIONS**

- 1. The identification, detection, encapsulation, removal or disposal of asbestos, or products or materials containing other hazardous substances is beyond the scope of this Agreement and Murphy & Miller is not required to perform same.
- 2. Murphy & Miller's maximum liability based upon any legal claim or cause of action (except for personal injury), shall not exceed the yearly contract price of this Agreement.
- 3. Customer shall permit free and timely access to the building and equipment, permit use of the building services, allow Murphy & Miller to start and stop the equipment as necessary, keep areas adjacent to the equipment free of extraneous materials, and move or alter any stock, fixtures, walls or partitions as needed to perform the work under this Agreement.
- 4. Murphy & Miller warrants that labor provided under this Agreement will be performed in a workmanlike manner. However, no claim for defective workmanship may be brought upon any cause of action, unless customer has provided Murphy & Miller with written notice of such defects within the ninety-day period following the termination date of this Agreement.
- 5. Murphy & Miller shall not be required to furnish any items of equipment or labor recommended or required by Insurance Companies, Government, State, Municipal or other Authorities, unless paid for by the Customer.
- 6. In the event of termination by the Customer, Customer agrees to pay for all work performed since the last contract renewal date (or if no renewal, since inception) at Murphy & Millers labor and material rates prevailing at the time of termination. The Customer's contract payments for the period since renewal (or if no renewal, since inception) shall be credited against Murphy & Miller's labor and material bill and the Customer shall pay for any shortfall or receive any refund due on the difference between the amount paid and the amount billed due to termination.
- 7. Customer warrants that it is either the owner of the Premises or the owner's duly authorized agent empowered to enter into this Agreement on the owner's behalf. If the Customer is not the owner, it agrees to provide the owner with an executed copy of this Agreement.
- 8. Customer agrees to pay interest on any sums outstanding and past due computed at 2% per annum over the current prime rate of interest set by Libor or at highest lawful rate if the rate is lower.
- Customer agrees to pay all of Murphy & Miller's costs and expenses incurred in enforcing Murphy & Miller's rights or remedies hereunder or any of the terms hereof, including but not limited to, Murphy & Miller's reasonable attorneys' fees and court costs.
- 10. This Agreement does not include repairs to the system(s) or equipment, the provision or installation of components or parts, or service calls requested by the customer. These services will be charged for at Murphy & Miller's service rates then in effect.
- 11. Murphy & Miller's time to perform it obligations hereunder shall be extended as necessary if Murphy & Miller's performance is partially or wholly delayed by parts or equipment unavailability, strikes, lockouts or other labor difficulties of any kind; transportation delays; casualty; war, rebellion, or riot, acts of God or government or any cause whatsoever beyond Murphy & Miller's reasonable control. Murphy & Miller's duty to perform any work delayed for the above reasons ceases upon termination of this Agreement.
- 12. Murphy & Miller shall not be liable for any incidental, special, indirect or consequential damages suffered by the Customer including (without limiting the foregoing) loss of business or profits, loss of use, increased operating or maintenance expenses, claims of Customer's tenants or clients, food spoilage, damage to the Customer's premises, or loss of business opportunity.
- 13. Murphy & Miller is only responsible for equipment itemized on the attached equipment list. With respect to the equipment listed in this Agreement, the Customer agrees to have service or repairs not covered by this Agreement done promptly so as not to interfere with Murphy & Miller's performance hereunder. Any work not covered by this Agreement and performed by Murphy & Miller shall be at its prevailing material and labor rates.
- 14. Corrections of the design or installation of Customer's equipment is beyond the scope of this Agreement and Murphy & Miller is not required to perform same.
- 15. Deliming or cleaning of water cooling towers, evaporative condensers, or water cooled condensers, is not covered by this Agreement unless specified as part of the Agreement.
- 16. Customer shall make available to Murphy & Miller's personnel all pertinent material safety data sheets (MSDS) pursuant to OSHA's hazard communications standard regulations.
- 17. This Agreement is entitled "Preventive Maintenance Agreement" because the work listed is designed to help prevent breakdowns of the Customer's equipment. The Customer understands and agrees that breakdowns may nonetheless occur and that Murphy & Miller has not undertaken to prevent all equipment breakdowns, but only perform the work listed.





- 18. No other Agreement, oral or written, expressed or implied, shall limit or qualify the terms of this Agreement, unless such an additional Agreement is accepted by both parties in writing.
- 19. Murphy & Miller is entitled to discontinue its performance under this Agreement at any time payments are past due.

## ADDITIONAL PROVISIONS







QTY	UNIT MAKE	DESCRIPTION	MODEL#	SERIAL#	LOCATON
			58STA135-		
1	CARRIER	HEATING FURNACE GAS	16122	4718A29209	BASEMENT
				BKCC79U2N9	
1	REZNOR	HEATING UNIT GAS	UDAP-200	0924X	EQUIPMENT ROOM







#### **INSPECTION AGREEMENT**

#### Customer's Billing Name & Address:

VILLAGE OF TINLEY PARK 16250 SOUTH OAK PARK AVENUE TINLEY PARK, IL 60477

#### **Service to Be Provided At:**

WATER PLANT 18301 SOUTH RIDGELAND AVENUE TINLEY PARK, IL 60477

Effective Date & Term : 12 MOS BEGINNING 04/01/2020
Anniversary Date : 03/31/2021
Agreement Amount : \$1,174.00

Payment Schedule : \$587.00 SEMI-ANNUALLY

Sales Representative : Mr. Bart Deval Proposal Date : 02/27/2020 M&M customer/Site Code : VIL010/8 Contract Number : WATPLA

At the time of scheduled Inspections and for the equipment listed on the attached pages, M&M agrees to perform the Preventive Maintenance tasks described on the following pages.

M&M will make the following number of Preventive Maintenance Inspections over a total of the following scheduled site visits during each term of this Agreement. The air conditioning and heating Inspections include equipment startup and shutdown.

Air Conditioning: 1 inspectionRefrigeration: 0 inspectionsEquipment Controls: 2 inspectionsHeating: 1 inspectionBuilding Automation: 0 inspectionsFilters: 2 changes

M&M Inspection activities will be scheduled by M&M and will be based on manufacturers' recommendations; equipment location, application and type; and Murphy & Miller's 84 years of HVAC experience. You will be informed of our maintenance and repair work, and a service report detailing work done will be presented after each service call for your records.

Beginning with the effective date, you agree to pay, in advance, for the services described herein according to the payment schedule shown above.

The Customer agrees to pay, in advance, according to the payment schedule shown above beginning with the effective date and continuing for the duration of this Agreement. This Agreement shall continue in effect unless you give written notice of your intention not to renew and it is received by M&M a minimum of thirty days prior to the anniversary date. Renewals of this Agreement will be invoiced on the basis of prices in effect at each renewal date. This Agreement is not valid or binding until accepted by Murphy & Miller, Inc.

VILLAGE OF TINLEY PARK	MURPHY & MILLER, INC.
Signature	Signature
Printed Name and Title	Printed Name and Title
Date	Date

Murphy & Miller, Inc. /600 West Taylor/Chicago, IL 60607-4429





# **EQUIPMENT COVERAGE ADDENDUM**

	Not		
<b>Included</b>	<u>Included</u>	N/A	HUMIDIFIER SERVICES
		<u>N/A</u> X	Modulating Steam Humidifier
		Χ	Electric Element Humidifier
		Χ	Infra-red Humidifier
		Χ	Evaporative Humidifier
		Χ	Electric Cell Humidifier Total no. of cells:
			Cell replacement on Electric Cell Humidifiers is limited to one change per year.
	Not		
Included	Included	N/A	WATER TREATMENT SERVICES
		X	Tower Water
		Χ	Chilled Water
		X	Boiler Water
		Χ	Humidifiers
	Not		
<b>Included</b>	Included	<u>N/A</u>	CONTROL SERVICES
X			1. Controls installed by the manufacturer on equipment covered by this
			Agreement
			Built up control systems and controlling devices on equipment
			covered by this Agreement
		Χ	Electric control systems
		Χ	Electronic control systems
		Χ	Pneumatic control systems
		Χ	3. Automatic control valve operators on equipment covered by this Agreement,
			excluding valve bodies
		Χ	4. Control system air compressors
		Χ	5. Control system air driers
	Not		
<u>Included</u>	<u>Included</u>	N/A	AIR FILTER SERVICES CHANGES PER YEAR
	X		Filter media
	X		Throw-away filters
X			High-efficiency filters (2) TWO
	X		Roll-A-Matic filters
	X		Bag filters
	X		Charcoal filters
	Χ		Washable filters

All metal filter frames furnished by Murphy & Miller under the terms of this Agreement will remain the property of Murphy & Miller. Murphy & Miller reserves the right to remove its frames should this Agreement be cancelled or expire.





	Not		AIR CONDITIONING / REFRIGERATION /
<b>Included</b>	<b>Included</b>	<u>N/A</u>	VENTILATION / COOLING TOWER EQUIPMENT TASK LIST
			See other task lists for Absorption/Centrifugal Chiller Equipment
X			Lubricate bearings per manufacturers' recommendations.
X			2. Check oil levels.
		Х	Check and lubricate dampers.
X			4. Check safety and operating controls.
X	.,		5. Brush clean air–cooled condensers once per year.
	X		6. Power wash condensers once per year.
V	Χ		7. Separation of condenser coils.
X			8. Check belt alignment and tension.
X			Check voltages and motor amperage.
X			10. Tighten electrical connections.
X X			11. Check economizer and low-ambient operation.
			12. Check crank case heaters.
X X			13. Check drain pans and drain line heaters.
^		X	14. Check operating pressures.  15. Check defrost cycle.
Х		^	16. Check and record compressor discharge temperature.
^	X		17. Check condensate and circulation pumps.
	^	Х	18. Drain, fill and vent chilled water system.
		X	19. Drain and winterize water cooled condensing units.
		X	20. Drain and winterize chilled water coils.
		X	21. Check VAV boxes and controls
		X	22. Lubricate and adjust tower floats and linkages.
		X	23. Check tower blow-down valve.
		X	24. Lubricate tower fan drives.
		X	25. Fill and vent towers and condenser circuit.
		X	26. Clean tower sump.
		Χ	27. Clean tower nozzles, header not included.
		Χ	28. Drain and winterize cooling tower lines.
	Not		
<b>Included</b>	<u>Included</u>	<u>N/A</u>	HEATING EQUIPMENT TASK LIST
Χ			Check safety and operating controls.
		X	Check combustion analysis on boilers.
		X	3. Clean furnace yearly.
		X	4. Brush clean boiler fire tubes yearly.
		X	5. Inspect fireside of boiler/furnace.
		X	6. Visually inspect for boiler leaks.
		X	7. Check water level.
		X	8. Drain, fill and vent of hot water system.
		X	Check water pressure and relief valves.
		X	10. Check heating coils annually.
V		Х	11. Check strainers, control valves, freeze stats and traps on air handling units.
X		V	12. Check heat-exchangers annually.
		X	13. Check pumps, including vacuum, circulating, condensate, and make-up
		Х	system pumps.  14. Clean and flush waterside of boiler.
		X	15. Air filters required for high efficiency boilers once per year.
		^	13. All filters required for flight efficiency bollers office per year.





#### TERMS AND CONDITIONS

- 1. The identification, detection, encapsulation, removal or disposal of asbestos, or products or materials containing other hazardous substances is beyond the scope of this Agreement and Murphy & Miller is not required to perform same.
- 2. Murphy & Miller's maximum liability based upon any legal claim or cause of action (except for personal injury), shall not exceed the yearly contract price of this Agreement.
- 3. Customer shall permit free and timely access to the building and equipment, permit use of the building services, allow Murphy & Miller to start and stop the equipment as necessary, keep areas adjacent to the equipment free of extraneous materials, and move or alter any stock, fixtures, walls or partitions as needed to perform the work under this Agreement.
- 4. Murphy & Miller warrants that labor provided under this Agreement will be performed in a workmanlike manner. However, no claim for defective workmanship may be brought upon any cause of action, unless customer has provided Murphy & Miller with written notice of such defects within the ninety-day period following the termination date of this Agreement.
- 5. Murphy & Miller shall not be required to furnish any items of equipment or labor recommended or required by Insurance Companies, Government, State, Municipal or other Authorities, unless paid for by the Customer.
- 6. In the event of termination by the Customer, Customer agrees to pay for all work performed since the last contract renewal date (or if no renewal, since inception) at Murphy & Millers labor and material rates prevailing at the time of termination. The Customer's contract payments for the period since renewal (or if no renewal, since inception) shall be credited against Murphy & Miller's labor and material bill and the Customer shall pay for any shortfall or receive any refund due on the difference between the amount paid and the amount billed due to termination..
- 7. Customer warrants that it is either the owner of the Premises or the owner's duly authorized agent empowered to enter into this Agreement on the owner's behalf. If the Customer is not the owner, it agrees to provide the owner with an executed copy of this Agreement.
- 8. Customer agrees to pay interest on any sums outstanding and past due computed at 2% per annum over the current prime rate of interest set by Libor or at highest lawful rate if the rate is lower.
- Customer agrees to pay all of Murphy & Miller's costs and expenses incurred in enforcing Murphy & Miller's rights or remedies hereunder or any of the terms hereof, including but not limited to, Murphy & Miller's reasonable attorneys' fees and court costs.
- 10. This Agreement does not include repairs to the system(s) or equipment, the provision or installation of components or parts, or service calls requested by the customer. These services will be charged for at Murphy & Miller's service rates then in effect.
- 11. Murphy & Miller's time to perform it obligations hereunder shall be extended as necessary if Murphy & Miller's performance is partially or wholly delayed by parts or equipment unavailability, strikes, lockouts or other labor difficulties of any kind; transportation delays; casualty; war, rebellion, or riot, acts of God or government or any cause whatsoever beyond Murphy & Miller's reasonable control. Murphy & Miller's duty to perform any work delayed for the above reasons ceases upon termination of this Agreement.
- 12. Murphy & Miller shall not be liable for any incidental, special, indirect or consequential damages suffered by the Customer including (without limiting the foregoing) loss of business or profits, loss of use, increased operating or maintenance expenses, claims of Customer's tenants or clients, food spoilage, damage to the Customer's premises, or loss of business opportunity.
- 13. Murphy & Miller is only responsible for equipment itemized on the attached equipment list. With respect to the equipment listed in this Agreement, the Customer agrees to have service or repairs not covered by this Agreement done promptly so as not to interfere with Murphy & Miller's performance hereunder. Any work not covered by this Agreement and performed by Murphy & Miller shall be at its prevailing material and labor rates.
- 14. Corrections of the design or installation of Customer's equipment is beyond the scope of this Agreement and Murphy & Miller is not required to perform same.
- 15. Deliming or cleaning of water cooling towers, evaporative condensers, or water cooled condensers, is not covered by this Agreement unless specified as part of the Agreement.
- 16. Customer shall make available to Murphy & Miller's personnel all pertinent material safety data sheets (MSDS) pursuant to OSHA's hazard communications standard regulations.
- 17. This Agreement is entitled "Preventive Maintenance Agreement" because the work listed is designed to help prevent breakdowns of the Customer's equipment. The Customer understands and agrees that breakdowns may nonetheless occur and that Murphy & Miller has not undertaken to prevent all equipment breakdowns, but only perform the work listed.





- 18. No other Agreement, oral or written, expressed or implied, shall limit or qualify the terms of this Agreement, unless such an additional Agreement is accepted by both parties in writing.
- 19. Murphy & Miller is entitled to discontinue its performance under this Agreement at any time payments are past due.

## **ADDITIONAL PROVISIONS:**

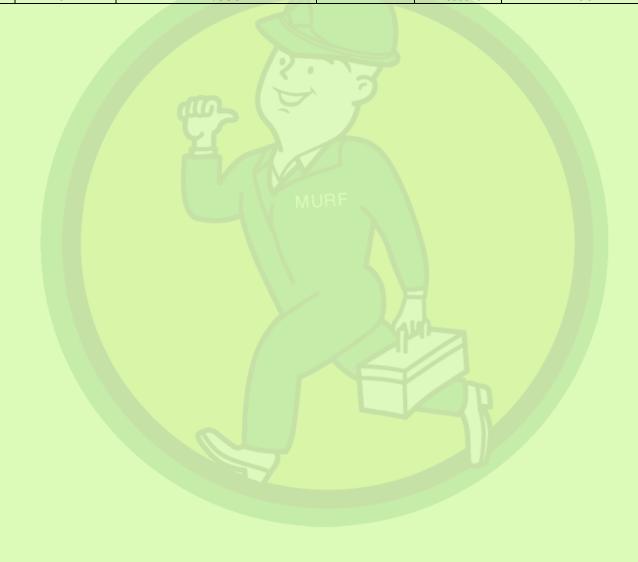
CUSTOMER TO SUPPLY FILTERS AT THE TIME OF EACH VISIT.







QTY	UNIT MAKE	DESCRIPTION	MODEL#	SERIAL#	LOCATON
		AIR COND AIR COOLED			
1	YORK	CONDENSING UNIT	H1DB01BS06B	EDFM146329	EQUIPMENT ROOM
		AIR COND ROOFTOP COMB	ZE060E15B4C1		
1	YORK	HEAT/COOL	AAA1A1A	NIK6003768	ROOF
		AIR COND ROOFTOP COMB	ZE060E15B4C1		
1	YORK	HEAT/COOL	AAA1A1A	NIK6003767	ROOF







## **INSPECTION AGREEMENT**

## Customer's Billing Name & Address:

**Service to Be Provided At:** 

VILLAGE OF TINLEY PARK 16250 S. OAK PARK AVENUE TINLEY PARK, IL 60477

**VARIOUS LOCATIONS** 

Effective Date & Term : 12 MOS BEGINNING 05/01/2020 Sales Representative : Mr. Bart Deval Anniversary Date : 04/30/2021 Proposal Date : 02/27/2020 Agreement Amount M&M customer/Site Code: :VIL010/VARIOUS : \$16.786.43

Payment Schedule : \$4,196.61 PER QUARTER Contract Number : VARIOUS

At the time of scheduled Inspections and for the equipment listed on the attached pages, M&M agrees to perform the Preventive Maintenance tasks described on the following pages.

M&M will make the following number of Preventive Maintenance Inspections over a total of the following scheduled site visits during each term of this Agreement. The air conditioning and heating Inspections include equipment startup and shutdown.

: 2 inspections Air Conditioning Refrigeration: 0 inspections Heating Equipment Controls : 4 inspections : 2 inspections Building Automation : 0 inspections Filters : 4 changes

M&M Inspection activities will be scheduled by M&M and will be based on manufacturers' recommendations; equipment location, application and type; and Murphy & Miller's 84 years of HVAC experience. You will be informed of our maintenance and repair work, and a service report detailing work done will be presented after each service call for your records.

Beginning with the effective date, you agree to pay, in advance, for the services described herein according to the payment schedule shown above.

The Customer agrees to pay, in advance, according to the payment schedule shown above beginning with the effective date and continuing for the duration of this Agreement. This Agreement shall continue in effect unless you give written notice of your intention not to renew and it is received by M&M a minimum of thirty days prior to the anniversary date. Renewals of this Agreement will be invoiced on the basis of prices in effect at each renewal date. This Agreement is not valid or binding until accepted by Murphy & Miller, Inc.

VILLAGE OF TINLEY PARK	MURPHY & MILLER, INC.
Signature	Signature
Printed Name and Title	Printed Name and Title
Date	Date

Murphy & Miller, Inc. /600 West Taylor/Chicago, IL 60607-4429





## **EQUIPMENT COVERAGE ADDENDUM**

	Not			
<b>Included</b>	<b>Included</b>	<u>N/A</u>	HUMIDIFIER SERVICES	
		X	Modulating Steam Humidifier	
		Χ	Electric Element Humidifier	
		Χ	Infra-red Humidifier	
		Χ	Evaporative Humidifier	
		Χ	Electric Cell Humidifier Total no. of cells:	
			Cell replacement on Electric Cell Humidifiers is limited to one change per year.	
	Not			
Included	Included	N/A	WATER TREATMENT SERVICES	
		N/A X	Tower Water	
			Chilled Water	
		X	Boiler Water	
		X	Humidifiers	
	Not			
<b>Included</b>	Included	<u>N/A</u>	CONTROL SERVICES	
X			Controls installed by the manufacturer on equipment covered by this	
			Agreement	
			Built up control systems and controlling devices on equipment	
			covered by this Agreement	
		Χ	Electric control systems	
		Χ	Electronic control systems	
		Χ	Pneumatic control systems	
		Χ	3. Automatic control valve operators on equipment covered by this Agreement,	
			excluding valve bodies	
		Χ	4. Control system air compressors	
		Χ	5. Control system air driers	
	Not			
<u>Included</u>	<u>Included</u>	<u>N/A</u> X	AIR FILTER SERVICES CHANGES PER YEAR	
			Filter media	
		X	Throw-away filters	
Χ		V	High-efficiency filters (4) FOUR CUSTOMER SUPPLIED	
		X	Roll-A-Matic filters	
		X	Bag filters	
		X	Charcoal filters Charcoal filters	
		Χ	Washable filters	

All metal filter frames furnished by Murphy & Miller under the terms of this Agreement will remain the property of Murphy & Miller. Murphy & Miller reserves the right to remove its frames should this Agreement be cancelled or expire.





	Not	<b>3</b> .7/A	AIR CONDITIONING / REFRIGERATION /
<u>Included</u>	<u>Included</u>	<u>N/A</u>	VENTILATION / COOLING TOWER EQUIPMENT TASK LIST
V			See other task lists for Absorption/Centrifugal Chiller Equipment
X			Lubricate bearings per manufacturers' recommendations.
X X			Check oil levels.     Check and lubricate dampers.
			Check and lubricate dampers.      Check and spareting controls.
X X			4. Check safety and operating controls.
Χ	V		Brush clean air—cooled condensers once per year.      Brush week condensers once per year.
	X X		6. Power wash condensers once per year.
~	^		7. Separation of condenser coils.
X X			8. Check belt alignment and tension.
X			Check voltages and motor amperage.  10 Tighton electrical connections.
X			10. Tighten electrical connections.  11. Check economizer and low-ambient operation.
X			12. Check crank case heaters.
X			13. Check drain pans and drain line heaters.
X			14. Check operating pressures.
^		X	15. Check defrost cycle.
Х		^	16. Check and record compressor discharge temperature.
^		X	17. Check condensate and circulation pumps.
		X	18. Drain, fill and vent chilled water system.
		X	19. Drain and winterize water cooled condensing units.
		X	20. Drain and winterize chilled water coils.
	X	^	21. Check VAV boxes and controls
	~	Χ	22. Lubricate and adjust tower floats and linkages.
		X	23. Check tower blow-down valve.
		X	24. Lubricate tower fan drives.
		X	25. Fill and vent towers and condenser circuit.
		X	26. Clean tower sump.
		X	27. Clean tower nozzles, header not included.
		X	28. Drain and winterize cooling tower lines.
	Not		
<b>Included</b>	Included	N/A	HEATING EQUIPMENT TASK LIST
X			Check safety and operating controls.
	Χ		2. Check combustion analysis on boilers.
X			3. Clean furnace yearly.
	X		4. Brush clean boiler fire tubes yearly.
X			5. Inspect fireside of boiler/furnace.
X			6. Visually inspect for boiler leaks.
X			7. Check water level.
	X		8. Drain, fill and vent of hot water system.
X			<ol><li>Check water pressure and relief valves.</li></ol>
X			10. Check heating coils annually.
X			11. Check strainers, control valves, freeze stats and traps on air handling units.
X			12. Check heat-exchangers annually.
Χ			13. Check pumps, including vacuum, circulating, condensate, and make-up
	V		system pumps.
	X	V	14. Clean and flush waterside of boiler.
		Χ	15. Air filters required for high efficiency boilers once per year.





#### **TERMS AND CONDITIONS**

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- 18. No other Agreement, oral or written, expressed or implied, shall limit or qualify the terms of this Agreement, unless such an additional Agreement is accepted by both parties in writing.
- 19. Murphy & Miller is entitled to discontinue its performance under this Agreement at any time payments are past due.

## **ADDITIONAL PROVISIONS:**

CUSTOMER TO SUPPLY FILTERS & BELTS; MURPHY & MILLER WILL REPLACE AS NEEDED AT THE TIME OF EACH INSPECTION.

CUSTOMER IS RESPONSIBLE TO CHANGE FILTERS AT TRAIN STATION WHEN NEEDED DUE TO DIESEL DUST.

MURPHY & MILLER TO TEST GLYCOL IN THE FALL ON THE TRAIN STATION CHILLER; IF GLYCOL NEEDS TO BE

ADDED A SEPARATE CHARGE WILL APPLY.

Maintenance Agreement





# LOCATIONS COVERED UNDER THIS AGREEMENT

SITE	ADDRESS
PUBLIC SAFETY GARAGE	17355 S. 68TH COURT
VILLAGE HALL	16250 S. OAK PARK AVENUE
TRAIN STATION	17381 S. OAK PARK AVENUE
POLICE STATION	7850 W. 183RD STREET
FIRE STATION #2	7825 167TH STREET
The state of the s	
FIRE STATION #3	9191 175TH STREET
FIRE STATION #4	7801 W. 191ST STREET





# <u>VILLAGE HALL – 16250 S. OAK PARK AVENUE</u>

QTY	UNIT MAKE	DESCRIPTION	MODEL#	SERIAL#	LOCATON	
		AIR COND AIR COOLED	RAUCC30EBY0			
1	TRANE	CONDENSING UNIT	30BD	C07C03130	TBD	
1	TRANE	VENTILATION AIR HANDLING UNIT	TBD	KB7A24780	TBD	
1	WEIL MCLAIN	HEATING BOILER GAS FIRED	LGB-6	2	EQUIPMENT ROOM	
1	WEIL MCLAIN	HEATING BOILER GAS FIRED	LGB-7	CP1301403	EQUIPMENT ROOM	
			39 <sup>TH</sup> 17MDAC5			
1	CARRIER	VENTILATION AIR HANDLING UNIT	-BCJ1	0997F57289	TBD	
1	TRANE	VENTILATION AIR HANDLING UNIT	TBD	L87A24781	GROUND	
1	TRANE	AIR COND AIR COOLED CONDENSING UNIT	TBD	TBD	GROUND	
1	CARRIER	AIR COND AIR COOLED CONDENSING UNIT	TBD	TBD	TBD	
1	CARRIER	AIR COND AIR COOLED CONDENSING UNIT	38AKS024-5	1097F57939	TBD	

# POLICE STATION – 7850 W. 183<sup>RD</sup> STREET

QTY	UNIT MAKE	DESCRIPTION	MODEL #	SERIAL#	LOCATON	
1	RITE	HEATING BOILER GAS FIRED	135WGA	25901	TBD	
1	RITE	HEATING BOILER GAS FIRED	135WGA	25902	TBD	
		AIR COND ROOFTOP COMB	50EK <mark>044</mark> -			
1	CARRIER	HEAT/COOL	501FD	1297F61592	ROOF	
		AIR COND ROOFTOP COMB	50EK044-	N		
1	CARRIER	HEAT/COOL	511FD	2697F76436	ROOF	

# TRAIN STATION – 17381 S. OAK PARK AVENUE

QTY	UNIT MAKE	DESCRIPTION	MODEL#	SERIAL#	LOCATON
			39MN08A00		
1	CARRIER	VENTILATION AIR HANDLING UNIT	298823SXS	KB7A24780	TBD
1	CARRIER	HEATING FURNACE GAS	58MCA040-108	TBD	TBD
1	STERLING	HEATING DUCT HEATER	TBD	TBD	TBD
		AIR COND CHILLER	30RAN01		
1	CARRIER	RECIPROCATING	8CE-511CX	4102F83695	TBD





# PUBLIC SAFETY GARAGE POST #12 – 17355 S. 68<sup>TH</sup> COURT

QTY	UNIT MAKE	DESCRIPTION	MODEL#	SERIAL#	LOCATON
		AIR COND ROOFTOP COMB	48TM0		
1	CARRIER	HEAT/COOL	08-500	1106G40640	ROOF
		AIR COND ROOFTOP COMB	48TME00		
1	CARRIER	HEAT/COOL	6-500	TBD	ROOF
		AIR COND ROOFTOP COMB	48TME00		
1	CARRIER	HEAT/COOL	6-500	1507G02019	ROOF
		AIR COND ROOFTOP COMB	48TME0		
1	CARRIER	HEAT/COOL	05-500	TBD	ROOF
		AIR COND ROOFTOP COMB	48KHA0		
1	CARRIER	HEAT/COOL	48-500	1687C64527	ROOF
		AIR COND ROOFTOP COMB	7		
11	COMFORT-AIRE	HEAT/COOL	PCT60-3A	3406116728	ROOF
		AIR COND ROOFTOP COMB	585JPW036		
1	BRYANT	HEAT/COOL	125ABEG	0286C46566	ROOF
1	CARRIER	VENTILATION AIR HANDLING UNIT	TBD	TBD	TBD
1	TBD	VENTILATION AIR HANDLING UNIT	TBD	TBD	TBD
		AIR COND AIR COOLED	38EH0183		
1	CARRIER	CONDENSING UNIT	100L	2987E39495	TBD
		AIR COND AIR COOLED			
1	GOODMAN	CONDENSING UNIT	CKL24-1F	203445423	TBD
		AIR COND AIR COOLED	38ARZ0		
1	CARRIER	CONDENSING UNIT	08-500	0504G40066	TBD
		AIR COND AIR COOLED	38AKS02		
1	CARRIER	CONDENSING UNIT	4-500	2607G50045	TBD
1	BRYAN	HEATING BOILER GAS FIRED	CL-210	38458	TBD

# **FIRE STATION #2**

QTY	UNIT MAKE	DESCRIPTION	MODEL#	SERIAL #	LOCATON
		AIR COND SPLIT SYSTEM W/AIR			
1	CARRIER	HANDLERS	UNKNOWN	UNKNOWN	EQUIPMENT ROOM

# **FIRE STATION #3**

QTY	UNIT MAKE	DESCRIPTION	MODEL #	SERIAL#	LOCATON
1	REZNOR	HEATING MAKE UP AIR UNIT	UNKNOWN	UNKNOWN	ROOF





# **FIRE STATION #4**

QTY	UNIT MAKE	DESCRIPTION	MODEL #	SERIAL#	LOCATON
1	REZNOR	HEATING MAKE UP AIR UNIT	UNKNOWN	UNKNOWN	ROOF
		AIR COND SPLIT SYSTEM W/AIR			
1	CARRIER	HANDLERS	UNKNOWN	UNKNOWN	EQUIPMENT ROOM
		AIR COND SLIT SYSTEM W/AIR			
1	CARRIER	HANDLERS	UNKNOWN	UNKNOWN	EQUIPMENT ROOM



# Exhibit B

# INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/05/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

this certificate does not come rights to the certificate holder in ned of such endorsement(s).							
PRODUCER		CONTACT NAME:					
Willis of Illinois, Inc.		PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No.	-467-2378				
c/o 26 Century Blvd P.O. Box 305191		E-MAIL ADDRESS: certificates@willis.com	<u>-,.</u>				
P.O. BOX 305191		ADDRESS: CELCIFICACEBEWITIES.COM					
Nashville, TN 372305191 USA		INSURER(S) AFFORDING COVERAGE		NAIC#			
		INSURER A: Phoenix Insurance Company		25623			
INSURED		INSURER B: Travelers Property Casualty Company	of Ame	25674			
Murphy & Miller, Inc.							
600 West Taylor		INSURER C:					
Chicago, IL 60607		INSURER D:					
		INSURER E:					
		INSURER F:					
COVEDACES	CERTIFICATE NUMBER, W11553780	DEVICION NUMBER.					

#### COVERAGES CERTIFICATE NUMBER: W11553780 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	'S
		COMMERCIAL GENERAL LIABILITY	IIIOD	1112		(,	(	EACH OCCURRENCE	\$ 1,000,0
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,0
A								MED EXP (Any one person)	\$ 10,0
					DT-CO-1B956987-PHX-19	01/01/2019	01/01/2020	PERSONAL & ADV INJURY	\$ 1,000,0
	GEN	L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,0
		POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,0
		OTHER:							\$
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,0
	×	ANY AUTO						BODILY INJURY (Per person)	\$
В		OWNED SCHEDULED AUTOS ONLY			810-3L119899-19-26-G	01/01/2019	01/01/2020	BODILY INJURY (Per accident)	\$
	×	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
		DED RETENTION\$							\$
		KERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER	Per Statute
A	ANYF	PROPRIETOR/PARTNER/EXECUTIVE T.	N/A		ITD 0.TE4440E 10 26 C	01/01/2019	01 /01 /2020	E.L. EACH ACCIDENT	\$ 1,000,0
	(Mandatory in NH)			/A UB-9J544495-19-26 G		01/01/2019	01/01/2020	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,0
	If yes DESC	, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project / Job : Village of Tinley Park Location : 16250 S. Oak Park Ave

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
VILLAGE OF TINLEY PARK	AUTHORIZED REPRESENTATIVE
16250 S. OAK PARK AVE	
TINLEY PARK, IL 60477	Undrea Faris

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Form A

Subcontractors who will Perform Work on the Project

Name	Address	Work to be Performed
Trume	Tidaress	Work to be I citorined

# Form B

Individuals who will perform work on the project

List all individuals who will perform work on this project with the following information:

Individual is an employee (E) or independent contractor (I); Individual's trade classification (indicate apprenticeship status where appropriate); Employee (E) is covered under Contractor's current workers' compensation (WC) policy; Employee's (E) county of residence.

Name	E/I	Trade	WC - Y/N	County of residence
				,

# Form C Additional Information Required

If required in the bid specifications, Contractor shall complete items I and/or II below:

Statement of past three (3) years experience on public construction projects.

	Reference Name/	Original Frice/	
Public Body/ Project Name/Year	Phone #	Original Price/ Final price	Subcontractors

List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Date	Law	Determination	Penalty

# THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

# RESOLUTION NO. 2020-R-040

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND MURPHY AND MILLER, INC. FOR HVAC EQUIPMENT ANNUAL SERVICE

JACOB C. VANDENBERG, PRESIDENT KRISTIN A. THIRION, VILLAGE CLERK

CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

## **RESOLUTION NO. 2020-R-040**

# A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND MURPHY AND MILLER, INC. FOR HVAC EQUIPMENT ANNUAL SERVICE

**WHEREAS,** the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Murphy and Miller, Inc., a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

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

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

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

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

	Section 4:	That this Resolution shall take effect from and after its adoption and approval.
	ADOPTED tl	nis 16 <sup>th</sup> day of June, 2020, by the Corporate Authorities of the Village of Tinley Park
on a r	coll call vote as for	ollows:
AYE	S:	
NAY	S:	
ABSI	ENT:	
	APPROVED	this 16 <sup>th</sup> day of June, 2020, by the President of the Village of Tinley Park.
ATTI	EST:	Village President
	Village Clerk	

# **EXHIBIT 1**

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

## **CERTIFICATE**

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-040, "A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND MURPHY AND MILLER, INC. FOR HVAC EQUIPMENT ANNUAL SERVICE," which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 16, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16<sup>th</sup> day of June, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

### Village of Tinley Park

## SCOPE OF SERVICES SCHEDULE A

### **Service Deliverables**

#### Annual Benefit Plan Audit

- Review goals, risk tolerance, financial objectives
- Jointly develop short and long term goals
- Plan cost analysis
- Plan design analysis
- Plan administration review
- Premium statement review for accuracy
- Review of plan communication materials (booklets, benefit summaries, brochures, SBC's, etc.)

### Plan Improvement Guidance

- Plan design analysis
- Employee contribution analysis
- Utilization analysis of current plan performance (in-network utilization, discount analysis, employee cost sharing, etc.)
- Determine administrative needs and requirements
- Review wellness opportunities (carrier level and third party)
- Evaluate technology alternatives (employee portal, enrollment system, HRIS, payroll, etc.)

### Competitive Assessment

- Benchmark current plan offerings, plan designs, total costs and employee contributions
- Review historical cost trends
- Review alternate funding mechanisms
- Examine carrier's financial stability and rating

### Vendor Management

- Contract review and negotiation
- Price and service negotiations
- Brokerage of and insurance product placements
- Discount Analysis and Discount Guarantee negotiations, if applicable
- Analysis of vendor performance relative to guarantees, if applicable
- ♦ Coordinate and attend periodic vendor information/education presentations
- Evaluate new vendor products and benefit provisions
- Maximize vendor product and service deliverables

### Strategic Recommendations

- Additional product discussion
- Analyze administrative needs and potential efficiencies
- Review potential market and program alternatives
- Review Health Care Reform impact and strategy for compliance
- Discuss Affordable Care Act (ACA) compliance solutions and strategies
- Assist in development of wellness strategy, design, structure, and deployment
- Design employee education/communication strategy

### Service Deliverables

### Renewal Management

- Pre-renewal
  - Pre-renewal strategy meeting
  - Analysis of plan performance and renewal underwriting projections
  - Educate and evaluate alternative design approaches
  - Discuss market alternatives and potential network, cost and administrative impact
  - Model plan design alternatives
- Prepare Request For Proposal (RFP)
  - Review alternative bids
  - Coordinate carrier interviews
  - Prepare financial and benefits comparisons
- ♦ Model employee contribution schemes
  - Model financial impact of changes and changes to various employee groups, if needed
  - Compare current and alternative contributions to benchmarks
- Renewal
  - Analyze renewal offer and negotiate where appropriate
  - Finalize plan designs, fees and rates
  - Finalize employee contributions
  - Coordinate and host with employee meetings and communication campaign

#### Plan Administration Assistance

- Ongoing escalated claim intervention/ troubleshooting
- Ongoing escalated policy administration troubleshooting
- Personal employee assistance on coverage and claims matters as needed
- Provide ongoing regulatory compliance guidance
  - In-house benefits compliance attorney
  - Provide Mesirow prepared legislative updates
  - Provide Mesirow prepared benefit-related topical reference materials
- Provide ongoing Health Care Reform Consulting
  - Provide Customized "Road To Compliance" report
  - Provide ACA Financial Modeler report
- Provide ongoing COVID Consulting
  - Provide Webinars & Podcasts
  - Compliance Updates
  - Return To Work Playbook
- Assist with periodic carrier meetings
  - Schedule, attend and coordinate educational, administrative and review meetings
  - Present benefit materials to insured membership on as needed basis
  - Monitor insurance industry product developments
- Review and edit annual renewal communication materials
- COBRA administration support services: evaluation, placement & monitoring
- Annual Health Fair services support (local only)

### **Service Deliverables**

### Reporting

- For Self-Funded plans:
  - Periodic Medical Premium versus Claims Reporting
  - Periodic Medical Financial Analysis of plan performance
  - Annual Health Plan Intelligence Management Report ( Plan IT ) with access to HPI-Dashboard
- Historical Medical Premium versus Claims Reporting
- Historical Medical Financial Analysis of plan performance
- Claims experience analysis, if applicable
- ♦ Annual Stewardship Report of Accountability
- ♦ Special projects

### Meetings

- Facilitate insurance committee meetings
- ♦ Host administrative meetings
- Host open enrollment meetings
- ♦ Attend Board meetings

### **Tools and Resources**

- Provide Benefits Communication Website: Touchpoints, Ben IQ
- Develop customized Employee Benefit Guides (electronic only)
- Provide Legislative Bulletins and Compliance Alerts
- ♦ Access to certified Human Resources support: ThinkHR & HR 360
- Access to Alliant Client Webinars / Seminars



**Date:** June 12, 2020

To: Village Board

**From:** David Niemeyer, Village Manager

**Subject:** Update to Sexual Harassment Policy

State of Illinois Public Act 100-0554 became effective November 16, 2017, and required that all government units adopt an Ordinance establishing a policy prohibiting sexual harassment by January 15, 2018. The Village adopted Ordinance 2018-O-001 (becoming Title III, Chapter 35, Section 35.06 of the Tinley Park Municipal Code) to comply with this requirement. Further amendments regarding employment have been made through the enactment of Public Act 101-0221, which became effective in August of 2019. The update provides a mechanism of reporting and investigation of an allegation of sexual harassment made by one elected official against another elected official. This Ordinance ensures compliance with the provisions of the new Act.

Staff requests the Village Board to adopt an Ordinance amending Title III, Chapter 35, Section 35.6 of the Village Code regarding Sexual Harassment Policy.



### THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

# **ORDINANCE NO. 2020-O-032**

AN ORDINANCE AMENDING TITLE III, CHAPTER 35, SECTION 35.6 OF THE TINLEY PARK MUNICIPAL CODE – SEXUAL HARASSMENT POLICY

JACOB C. VANDENBERG, President KRISTIN A THIRION, Village Clerk

CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park Law Offices of Peterson, Johnson, & Murray—Chicago, Village Attorneys 200 W. Adams, Ste. 2125, Chicago, IL 60606

# VILLAGE OF TINLEY PARK Cook County, Illinois Will County, Illinois

### ORDINANCE NO. 2020-O-032

### AN ORDINANCE AMENDING TITLE III, CHAPTER 35, SECTION 35.6 OF THE TINLEY PARK MUNICIPAL CODE – SEXUAL HARASSMENT POLICY

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

**WHEREAS,** the Illinois General Assembly has recently enacted Public Act 101-0221, commonly known as the Workplace Transparency Act, and

**WHEREAS,** pursuant to the Act, each governmental unit not subject to a State or local Inspector General shall update its policy prohibiting sexual harassment to provide a method of both reporting and investigation of an allegation of sexual harassment made by one elected official against another elected official; and

**WHEREAS,** should any section or provision of this Ordinance or the adopted Policy Prohibiting Sexual Harassment be declared to be invalid, that decision shall not affect the validity of this Ordinance or adopted Policy Prohibiting Sexual Harassment as a whole or any part thereof, other than the part so declared to be invalid;

**NOW, THEREFORE,** be it ordained by the corporate authorities of the Village of Tinley Park the following:

<u>SECTION ONE</u>: The Policy Prohibiting Sexual Harassment adopted by Ordinance 2018-O-001 on January 9, 2018, as amended by Ordinance number 2018-O-072, shall be updated to provide a mechanism of reporting and investigation of an allegation of sexual harassment made by one elected official against another elected official. The Policy Prohibiting Sexual Harassment in the Village of Tinley Park is hereby amended by adding the following underlined language:

- I. §III: PROCEDURE FOR REPORTING AN ALLEGATION OF SEXUAL HARASSMENT
  - Allegations of Sexual Harassment made against an elected official of the governmental unit by another elected official of a governmental unit. In addition to the methods of reporting included above, an elected official may request an independent review of a complaint of sexual harassment by another elected official. The request shall be made to the Human Resources Director, the Village Manager, or the chief elected official of the

Village. The official receiving the request shall take immediate action in keeping with the procurement process of the municipality to retain a qualified individual or entity for the independent review of the allegations of sexual harassment in violation of this policy. The outcome of the independent review shall be reported to the Village Board of Trustees.

<u>SECTION TWO:</u> Any policy resolution or ordinance of the Village that conflicts with the provisions of this ordinance shall be and is hereby repealed to the extent of such conflict.

<u>SECTION THREE:</u> This ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 16th day of Ju	ne, 2020
AYES:	
NAYS:	
ABSENT:	
APPROVED THIS 16th day of	of June, 2020
-	VILLAGE PRESIDENT
ATTEST:	
VILLAGE CLERK	

STATE OF ILLINOIS COUNTY OF COOK	) )	SS.	
		C	ERTIFICATE
and Will, and State of Illin copy of Ordinance No. 202 35, SECTION 35.6 OF To	ois, DO 20-O-032 <b>HE TIN</b> <b>Y</b> ," which	HEREE 2 "AN ( ILEY P. ch was a	Clerk of the Village of Tinley Park, Counties of Cook BY CERTIFY that the foregoing is a true and correct <b>DRDINANCE AMENDING TITLE III, CHAPTER ARK MUNICIPAL CODE – SEXUAL</b> adopted by the President and Board of Trustees of the
IN WITNESS WH the Village of Tinley Park			hereunto set my hand and affixed the corporate seal of June, 2020.
			KRISTIN A. THIRION, VILLAGE CLERK



Date: June 10, 2020

To: Village Board of Trustees

From: Hannah Lipman, Management Analyst

Subject: Health Insurance Broker Services Renewal

In 2017, the Village went through a Request for Qualifications (RFQ) process for health insurance broker services. The professional services agreement was awarded to Alliant/Mesirow for a three (3) year term that expires July 14, 2020. Village staff has been very pleased with the services Alliant/Mesirow provides and recommend renewing the professional services agreement for an additional year instead of going through an RFQ process at this time. Carrier commission on both medical and dental will be 1%, which is a minimal increase, but still lower than the typical standards.



### THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

### RESOLUTION NO. 2020-R-041

A RESOLUTION AUTHORIZING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH ALLIANT/MESIROW FOR HEALTH INSURANCE BROKER SERVICES

JACOB C. VANDENBERG, PRESIDENT KRISTIN A. THIRION, VILLAGE CLERK

CYNTHIA A. BERG WILLIAM P. BRADY WILLIAM A. BRENNAN DIANE M. GALANTE MICHAEL W. GLOTZ MICHAEL G. MUELLER Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

### **RESOLUTION NO. 2020-R-041**

### A RESOLUTION AUTHORIZING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH ALLIANT/MESIROW FOR HEALTH INSURANCE BROKER SERVICES

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

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

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

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

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

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

<b>ADOPTED</b> this 16 <sup>th</sup> day of	June, 2020, by the Corporate Authorities of the Village of Tinley Par
on a roll call vote as follows:	
AYES:	
NAYS:	
ABSENT:	
<b>APPROVED</b> this 16 <sup>th</sup> day o	f June, 2020, by the President of the Village of Tinley Park.
A PERCONA	Village President
ATTEST:	
Village Clerk	

# EXHIBIT 1 ALLIANT/MESIROW AGREEMENT

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

### CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-041, "A RESOLUTION AUTHORIZING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH ALLIANT/MESIROW FOR HEALTH INSURANCE BROKER SERVICES," which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 16, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16<sup>th</sup> day of June 2020.

KRISTIN A. THIRION, VILLAGE CLERK



July 14, 2020

David Niemeyer Village of Tinley Park 16250 South Oak Park Avenue Tinley Park, IL 60477

Re: Benefits Consulting Services – Contract Acknowledgement

This letter is an acknowledgment of the acceptance of the Alliant proposal for Benefits Consulting Services for 1% carrier commission on medical (standard is 3%), 1% carrier commission on dental (standard is 8%) and standard insurance carrier commission on ancillary policies.

Alliant will provide benefits brokerage/consulting services as outlined in Schedule A (Scope of Services) attached to this acknowledgement letter for the one year time period beginning July 15, 2020 through July 14, 2021 subject to acceptance by Village of Tinley Park

In-force policies to which this contract acknowledgement applies:

Health & Prescription Drug Dental Vision Life / AD&D FSA/ Dependent Care EAP Retiree Supplemental Plans

The compensation indicated above will be fully earned as of the inception date of each annual service term. Amendments or modifications to the agreed upon service fee must be received in writing and signed by an authorized representative of both Village of Tinley Park and Alliant.



Village of Tinley Park Benefit Consulting Services – Contract Acknowledgement July 14, 2020

In addition, as is a common practice in the industry, Alliant benefits from programs implemented by certain insurers and administrators providing for compensation, in addition to fees or standard insurance carrier commissions, to be paid to Alliant based upon differing factors. The insurance Village of Tinley Park purchases and or represented through Alliant may be issued by an insurer or administrator who has such a program. Alliant agrees to not accept any such additional compensation outside the scope of the insurance carrier commission as defined in this contract.

Please acknowledge your receipt and acceptance of this contract acknowledgement by signing in the space provided below. If you have any questions, please contact me at 312-595-7341 or at renee.formell@alliant.com.

Sincerely,	
Renee Formell Senior Vice President Alliant	
Authorized Representative: Village of Tinley Park	
Title	
Date	



**Date:** June 12, 2020

To: Village Board

**From:** Andrew Brown, Assistant Treasurer

**Subject:** Ordinance Fixing the Time & Place for a Public Hearing and a Joint Review

Board Meeting to Consider the Designation Redevelopment Project Area for

the Village - 159<sup>th</sup> & Harlem Redevelopment Project Area)

In March 2020, the Village of Tinley Park initiated the process to review the feasibility of creating a new Tax Increment Financing District. On June 3, 2020, the Village has made available the Redevelopment Plan and Project document, which contains the eligibility analysis, for the proposed Tax Increment Finance for review on its website and at the Village Clerk's Office. This Ordinance is required by statute and sets the time, date and place for the Joint Review Board meeting on Tuesday July 14, 2020, at 1:30 p.m. at the Tinley Park Village Hall. Additionally, this Ordinance sets the Public Hearing for the 159th & Harlem Tax Increment Financing District on Tuesday August 4, 2020, at 6:30 p.m. at the Tinley Park Village Hall.

Staff requests the Village Board to adopt an Ordinance fixing the time and place for a Public Hearing and a Joint Review Board meeting to consider the Designation of a Redevelopment Project Area and the approval of a Redevelopment Plan and Project for the Village of Tinley Park (159<sup>th</sup> & Harlem Redevelopment Project Area).



### THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

# **ORDINANCE NO. 2020-O-020**

AN ORDINANCE FIXING THE TIME AND PLACE FOR A PUBLIC HEARING AND A JOINT REVIEW BOARD MEETING TO CONSIDER THE DESIGNATION OF A REDEVELOPMENT PROJECT AREA AND THE APPROVAL OF A REDEVELOPMENT PLAN AND PROJECT FOR THE VILLAGE OF TINLEY PARK (159TH & HARLEM REDEVELOPMENT PROJECT AREA)

JACOB C. VANDENBERG, PRESIDENT KRISTIN A. THIRION, VILLAGE CLERK

CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHEAL G. MUELLER
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, and Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

### VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

### **ORDINANCE NO. 2020-O-020**

# AN ORDINANCE FIXING THE TIME AND PLACE FOR A PUBLIC HEARING AND A JOINT REVIEW BOARD MEETING TO CONSIDER THE DESIGNATION OF A REDEVELOPMENT PROJECT AREA AND THE APPROVAL OF A REDEVELOPMENT PLAN AND PROJECT FOR THE VILLAGE OF TINLEY PARK (159TH & HARLEM REDEVELOPMENT PROJECT AREA)

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

**WHEREAS,** the Village of Tinley Park ("Village") is considering the designation of a redevelopment project area and the approval of a redevelopment plan and project within the corporate limits of the Village, to be called the 159th & Harlem Redevelopment Project Area ("159th & Harlem TIF"), pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* ("TIF Act"); and

**WHEREAS**, on March 3, 2020, the President and Board of Trustees of the Village authorized, by Resolution, an eligibility analysis and the preparation of a redevelopment plan and project relative to the proposed 159th & Harlem TIF; and

**WHEREAS**, on March 26, 2020, the Village published the Tax Increment Financing Interested Parties Registry Notice, as required by Section 5/11-74.4-2 of the TIF Act, in the Southtown Star; and

**WHEREAS**, on June 2, 2020, the Village intended on announcing the availability of the TIF Plan containing the Eligibility Analysis and Redevelopment Project Area at the scheduled special board meeting. However due to civil unrest within the community the scheduled special board meeting was cancelled; and

WHEREAS, due to the COVID-19 pandemic, the Village Hall was closed to the public, therefore the Village made the redevelopment plan and project ("TIF Plan") for the proposed 159th & Harlem TIF available for public inspection on the Village website June 3, 2020. The TIF Plan also contains an eligibility analysis ("Eligibility Analysis") addressing the tax increment financing eligibility of the area proposed for the redevelopment project area ("Redevelopment Project Area"); and

- **WHEREAS**, on June 9, 2020, at the special board meeting rescheduled from June 2, 2020, the availability of the TIF Plan was announced; and
- **WHEREAS**, pursuant to 65 ILCS 5/11-74.4-5(a) of the TIF Act, prior to the adoption of the ordinance designating the Redevelopment Project Area and approving the TIF Plan for the proposed 159th & Harlem TIF, the Village must fix a time and place for a public hearing; and
- **WHEREAS**, pursuant to the provisions of 65 ILCS 5/11-74.4-5(b) of the TIF Act, prior to the adoption of the ordinance designating the Redevelopment Project Area and approving the TIF Plan for the proposed 159th & Harlem TIF, the Village must convene a meeting of the Joint Review Board ("JRB") to consider the proposal; and
- **WHEREAS**, it is the desire of the Village President and the Board of Trustees to conduct such a public hearing and to convene said meeting of the JRB; and
- **NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:
- **Section 1:** The Preambles hereto are hereby made a part of, and operative provisions, of this Ordinance as fully as if completely repeated at length herein.
- Section 2: That, pursuant to the provisions of the TIF Act, the Village President and Board of Trustees hereby designates the date of Tuesday, August 4, 2020, at the hour of 6:30 P.M. at the Village of Tinley Park Village Hall, 16250 Oak Park Avenue, Tinley Park, Illinois 60477, for the purpose of conducting a public hearing to hear from any interested persons, taxpayers, or affected taxing districts regarding the Redevelopment Project Area and the TIF Plan for the proposed 159th & Harlem TIF; being legally described in **Exhibit A** attached hereto and made part thereof.
- <u>Section 3</u>: That copies of the TIF Plan also containing the Eligibility Analysis for the proposed 159th & Harlem TIF have been on file in the office of the Village Clerk and further have been available for public inspection on the Village of Tinley Park's website, since June 3, 2020.
- **Section 4:** That at the public hearing, any interested person, taxpayer, or affected taxing district may file with the Village Clerk written comments and/or objections to, and may be heard orally with respect to, any issues embodied in the TIF Plan. The notice of public hearing is attached hereto as **Exhibit B**.

That the JRB for the proposed 159th & Harlem TIF shall meet on Tuesday July 14, Section 5: 2020, at 1:30 P.M. at the Village of Tinley Park Village Hall, 16250 Oak Park Avenue, Tinley Park, Illinois 60477. The JRB shall review the public record, planning documents, Eligibility Analysis, Redevelopment Project Area, and the TIF Plan for the proposed 159th & Harlem TIF. The JRB shall make an advisory recommendation to the Village within thirty (30) days after the convening of the JRB. A written report shall be issued by the JRB. The failure of the JRB to submit its report on a timely basis shall not be cause to delay the public hearing or any other step in the process of designating the Redevelopment Project Area and approving the TIF Plan for the proposed 159th & Harlem TIF. In the event the JRB does not file a report, it shall be presumed that the JRB has approved the matters before it. Pursuant to the provisions of 65 ILCS 5/11-74.4-5(b) of the TIF Act, the JRB shall consist of one (1) public member and one (1) representative from each of the following taxing districts: Cook County; Tinley Park Park District; Bremen Township; Orland Township; Community Consolidated School District 146; Consolidated High School District 230; Bremen Community High School District 228; Moraine Valley Community College District 524; South Suburban College District 510; and the Village of Tinley Park.

<u>Section 6</u>: That the Village of Tinley Park's representative on the JRB is hereby confirmed as Jacob C. Vandenberg, Village President.

<u>Section 7</u>: That a notice setting forth the availability of the TIF Plan for the proposed 159th & Harlem TIF including the Eligibility Analysis, and how to obtain a copy thereof, shall be sent by mail to all residential addresses within seven hundred fifty (750) feet of the boundaries of the proposed 159th & Harlem TIF and to all persons who have registered on the Village's TIF Interested Parties Registry, within a reasonable time after the adoption of this Ordinance, as required by 65 ILCS 5/11-74.4-5(a) of the TIF Act, with said notice being substantially in the form attached hereto as <u>Exhibit C</u> and made part hereof.

<u>Section 8</u>: That a notice of the public hearing and the JRB meeting shall be sent by certified mail, return receipt requested, and a notice of the public hearing shall be given by publication, certified mail, return receipt requested, and by first class U.S. Mail, as all required by 65 ILCS 5/11-74.4-5(b) and 65 ILCS 5/11-74.4-6(a), (b), and (c) of the TIF Act, with said notices being substantially in the form attached hereto as <u>Exhibit D</u> and made part hereof.

**Section 9:** Any policy, resolution, or ordinance of the Village of Tinley Park that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

**Section 10:** That this Ordinance shall be in full force and effect from and after its adoption and approval.

Ordinance in pamphlet form.	
PASSED THIS 16th day of June, 2020.	
AYES:	
NAYS:	
ABSENT:	
APPROVED THIS 16th day of June, 2020.	
·	VILLAGE PRESIDENT
ATTEST:	
VILLAGE CLERK	

The Village Clerk be and hereby is authorized and directed to publish this

Section 11:

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

### **CERTIFICATE**

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2020-O-020, "AN ORDINANCE FIXING THE TIME AND PLACE FOR A PUBLIC HEARING AND A JOINT REVIEW BOARD MEETING TO CONSIDER THE DESIGNATION OF A REDEVELOPMENT PROJECT AREA AND THE APPROVAL OF A REDEVELOPMENT PLAN AND PROJECT FOR THE VILLAGE OF TINLEY PARK (159TH & HARLEM REDEVELOPMENT PROJECT AREA)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 16, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of June, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

### **EXHIBIT "A"**

### LEGAL DESCRIPTION

**OF** 

## VILLAGE OF TINLEY PARK 159TH & HARLEM REDEVELOPMENT PROJECT AREA TIF DISTRICT

Those parts of Section 24, Township 36 North, Range 12, Section 18, Township 36 North, Range 13, Section 19, Township 36 North, Range 13, all East of the Third Principal Meridian, Cook County, Illinois more particularly bounded and described as follows:

Beginning at the southwest corner of Lot 1 in Super-K Subdivision as per plat thereof recorded March 20, 1991 as document number 97195157;

Thence northerly along the west line of Lot 1 in said Super-K Subdivision and the west line of Lot 2 in said Super-K Subdivision, to the north line of said Lot 2;

Thence easterly along the north line of Lot 2 in said Super-K Subdivision, to a west line of Lot 3 in said Super-K Subdivision;

Thence northerly, northwesterly and northerly along the west lines of Lot 3 in said Super-K Subdivision, to the western most northwest corner of said Lot 3, also being the western most southwest corner of Lot 1 in Park Place Subdivision as per plat thereof recorded December 7, 1992 as document number 92914537;

Thence northerly along the west line of Lot 1 in said Park Place Subdivision to the north line of Lot 1 in said Park Place Subdivision and the south line of the Northeast Quarter of the Northeast Quarter of Section 24, Township 36 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois;

Thence westerly along the south line of south line of the Northeast Quarter of the Northeast Quarter of Section 24, Township 36 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois, to the west line of the East Half of the Northeast Quarter of Section 24, Township 36 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois;

Thence northerly along said west line, to the south line of Olcott Avenue dedicated as per plat thereof recorded June 28, 1973 as document number 22379900;

Thence easterly along said south line, to the east line of Olcott Avenue dedicated as per plat thereof recorded June 28, 1973 as document number;

Thence northerly along said east line, and the northerly prolongation thereof to the north line of the East Half of the Northeast Quarter of Section 24, Township 36 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois;

Thence easterly along said north line, to the northeast corner of the East Half of the Northeast Quarter of Section 24, Township 36 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois;

Thence southerly to the southwest corner of Section 18, also the northwest corner of Section 19, both in Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence easterly along the south line of Section 18, also the north line of Section 19, both in Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the west line of the East Half of the Southwest Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence northerly along the west line of the East Half of the Southwest Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the north line of the south 600 feet of the East Half of the Southwest Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence easterly along the north line of the south 600 feet of the East Half of the Southwest Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the east line of the Southwest Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, also the west line of the Southeast Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence southerly along the west line of the Southeast Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the north line of the south 247 feet of the Southeast Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence easterly along the north line of the south 247 feet of the Southeast Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the east line of the west 50 feet of the Southeast Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence southerly along the east line of the west 50 feet of the Southeast Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to a point 15 feet north of the right of way of 159th Street as indicated in Special Warranty Deed recorded September 28, 2011 as document number 1127141045;

Thence southeasterly to a point of intersection with the north right of way line of 159th Street and the east line of the west 65 feet of the Southeast Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois as indicated in Special Warranty Deed recorded September 28, 2011 as document number 1127141045;

Thence easterly, southerly and easterly along the right of way of 159th Street, to the northerly prolongation of the east line of the west 300 feet of the West Half of the Northeast Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence southerly along the east line of the west 300 feet of the West Half of the Northeast Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the south line of the north 300 feet of the West Half of the Northeast Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence westerly along the south line of the north 300 feet of the West Half of the Northeast Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the west line of the West Half of the Northeast Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, also the east line of the East Half of the Northwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence southerly along the west line of the West Half of the Northeast Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, also the east line of the East Half of the Northwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the easterly prolongation of the south line of parcel of land being part of the East Half of the Northwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian described as follows: Beginning on the south right of way line of 159th Street as dedicated by plat of dedication recorded July 8, 1932 as document number 11113021 and ratification thereof file April 8, 1971 as document number LR2551034, a distance of 183.00 feet west of the east line of said Northwest Quarter; thence west 180.00 feet along last said south line; thence south 5.00 feet; thence west 200.00 feet along a line 5.00 feet south of and parallel to the south line of said 159th Street; thence north 5.00 feet; thence west 307.62 feet along the south line of said 159th Street; thence south 1050.00 feet on a line normal to said south line of 159th Street; thence east 845.55 feet to the west right of way line of Oak Park Avenue (which is 33.00 feet west of the east line of said Northwest Quarter of said Section); thence north along last said west line 355.45 feet to a point 694.55 feet south from the south right of way line of 159th Street; thence west 17.00 feet; thence north 555.63 feet; thence west 133.00 feet; thence north 139.68 feet to the south line of 159th Street and the Point of Beginning;

Thence westerly along the easterly prolongation of the south line and the south line of parcel of land being part of the East Half of the Northwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian described as follows: Beginning on the south right of way line of 159th Street as dedicated by plat of dedication recorded July 8, 1932 as document number 11113021 and ratification thereof file April 8, 1971 as document number LR2551034, a distance of 183.00 feet west of the east line of said Northwest Quarter; thence west 180.00 feet along last said south line; thence south 5.00 feet; thence west 200.00 feet along a line 5.00 feet south of and parallel to the south line of said 159th Street; thence north 5.00 feet; thence west 307.62 feet along the south line of said 159th Street; thence south 1050.00 feet on a line normal to said south line of 159th Street; thence east 845.55 feet to the west right of way line of Oak Park Avenue (which is 33.00 feet west of the east line of said Northwest Quarter of said Section); thence north along last said west line 355.45 feet to a point 694.55 feet south from the south right of way line of 159th Street; thence west 17.00 feet; thence north 555.63 feet; thence west 133.00 feet; thence north 139.68 feet to the south line of 159th Street and the Point of Beginning, to the southwest corner thereof and also the southeast corner of parcel of land being part of the West Half and the East Half of the Northwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian described as follows: Beginning at the south right of way line of 159th Street as dedicated by plat of dedication recorded July 8, 1932 as document number 11113021 and ratification thereof filed April 8, 1971 as document LR 2551034 and the line between the East Half and the West Half of said Northwest Quarter; thence west 117.55 feet along said south right of way line 1094 feet east of the west line of said Northwest Quarter; thence south 1050 feet on last said line; thence east 451.56 feet on a line 1050 feet south of and parallel to said south right of way line; thence north 1050 feet to said south right of way line a distance of 339.11 feet east of the Point of Beginning; thence west 339.11 feet on last said right of way line to the Point of Beginning;

Thence continuing westerly on the south line of parcel of land being part of the West Half and the East Half of the Northwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian described as follows: Beginning at the south right of way line of 159th Street as dedicated by plat of dedication recorded July 8, 1932 as document number 11113021 and ratification thereof filed April 8, 1971 as document LR 2551034 and the line between the East Half and the West Half of said Northwest Quarter; thence west 117.55 feet along said south right of way line 1094 feet east of the west line of said Northwest Quarter; thence south 1050 feet on last said line; thence east 451.56 feet on a line 1050 feet south of and parallel to said south right of way line; thence north 1050 feet to said south right of way line a distance of 339.11 feet east of the Point of Beginning; thence west 339.11 feet on last said right of way line to the Point of Beginning, to the western most northwest corner of Outlot C in Dun Raven Place Phase II as per plat thereof recorded September 28, 2001 as document number 0010908493;

Thence southwesterly to a point of tangency in the north line of Outlot D in Dunraven Place as per plat thereof recorded August 30, 1999 as document number 99827216 being the westerly terminus of an arc having a radius of 192.00 feet and an arc length of 300.13 feet;

Thence westerly and southwesterly along the northerly limits of Outlot D in Dunraven Place as per plat thereof recorded August 30, 1999 as document number 99827216, to the easterly prolongation of the south line of parcel of land described as follows: That part of Lot 3 lying north of a line drawn parallel with the north line of said Lot 3 through a point in the west line of said Lot 3 which point is 352.19 feet south of the northwest corner of said Lot 3 as measured along said west line all in Centennial Office Park as per plat thereof recorded October 5, 1988 as document number 88458264;

Thence westerly along the easterly prolongation of the south line and the south line of parcel of land described as follows: That part of Lot 3 lying north of a line drawn parallel with the north line of said Lot 3 through a point in the west line of said Lot 3 which point is 352.19 feet south of the northwest corner of said Lot 3 as measured along said west line all in Centennial Office Park as per plat thereof recorded October 5, 1988 as document number 88458264, to the west line of said Lot 3, also the east line of Lot 1 in Tinley Park Plaza Subdivision as per plat thereof recorded April 7, 2004 as document number 0409818067;

Thence southerly along the east line of Lot 1 in Tinley Park Plaza Subdivision as per plat thereof recorded April 7, 2004 as document number 0409818067, also the west line of Centennial Subdivision Unit No. 1 as per plat thereof recorded July 2, 1984 as document number 27155558, to the south line of Centennial Subdivision Unit No. 1 as per plat thereof recorded July 2, 1984 as document number 27155558;

Thence southeasterly along the south line of Centennial Subdivision Unit No. 1 as per plat thereof recorded July 2, 1984 as document number 27155558, to the westerly line of Centennial Drive as dedicated by instrument recorded July 9, 1980 as document number 25509385;

Thence continuing southeasterly along the southeasterly prolongation of the south line of Centennial Subdivision Unit No. 1 as per plat thereof recorded July 2, 1984 as document number 27155558, to the west line of Parcel 4 in Final Plat of Meadow Mews Phase One PUD as per plat thereof recorded May 19, 1993 as document number 93378525 (recording information based upon 2019 Tax Map for Cook County, Illinois because of closure of Cook County Recorder's Office due to COVID-19 Pandemic);

Thence southerly on the west line of Parcel 4 in Final Plat of Meadow Mews Phase One PUD as per plat thereof recorded May 19, 1993 as document number 93378525 (recording information based upon 2019 Tax Map for Cook County, Illinois because of closure of Cook County Recorder's Office due to COVID-19 Pandemic), to the southeast line of Parcel 4 in Final Plat of Meadow Mews Phase One PUD as per plat thereof recorded May 19, 1993 as document number 93378525 (recording information based upon 2019 Tax Map for Cook County, Illinois because of closure of Cook County Recorder's Office due to COVID-19 Pandemic);

Thence northeasterly along the southeast line of Parcel 4 in Final Plat of Meadow Mews Phase One PUD as per plat thereof recorded May 19, 1993 as document number 93378525 (recording

information based upon 2019 Tax Map for Cook County, Illinois because of closure of Cook County Recorder's Office due to COVID-19 Pandemic) and the southeast line of Parcel 14 in Final Plat of Meadow Mews Phase Two PUD as per plat thereof recorded May 19, 1993 as document number 93378524 (recording information based upon 2019 Tax Map for Cook County, Illinois because of closure of Cook County Recorder's Office due to COVID-19 Pandemic), to the southwest line of Parcel 14 in Final Plat of Meadow Mews Phase Two PUD as per plat thereof recorded May 19, 1993 as document number 93378524 (recording information based upon 2019 Tax Map for Cook County, Illinois because of closure of Cook County Recorder's Office due to COVID-19 Pandemic);

Thence southeasterly along the southwest line of Parcel 14 in Final Plat of Meadow Mews Phase Two PUD as per plat thereof recorded May 19, 1993 as document number 93378524 (recording information based upon 2019 Tax Map for Cook County, Illinois because of closure of Cook County Recorder's Office due to COVID-19 Pandemic), to the north line of parcel of land being part of the West Half of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois described as follows: Beginning at the southeast corner of the Northwest Quarter of Section 19; thence North 89 degrees 43 minutes West (bearings assumed for purposes of this parcel only) 585 feet along the south line of said Northwest Quarter to a point of curve; thence southwesterly on a curve concave to the northwest having a radius of 258.72 feet, an arc distance of 101.52 feet and a chord bearing of South 79 degrees 02 minutes 33 seconds West; thence North 68 degrees 24 minutes 11 seconds West 79.57 feet; thence North 00 degrees 12 minutes 54 seconds East 533 feet; thence south 89 degrees 43 minutes East 755.40 feet, to the east line of said West Half of Section 19; thence South 00 degrees 03 minutes 54 seconds East 542.27 feet along said line to the Point of Beginning;

Thence easterly along the north line of parcel of land being part of the West Half of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois described as follows: Beginning at the southeast corner of the Northwest Quarter of Section 19; thence North 89 degrees 43 minutes West (bearings assumed for purposes of this parcel only) 585 feet along the south line of said Northwest Quarter to a point of curve; thence southwesterly on a curve concave to the northwest having a radius of 258.72 feet, an arc distance of 101.52 feet and a chord bearing of South 79 degrees 02 minutes 33 seconds West; thence North 68 degrees 24 minutes 11 seconds West 79.57 feet; thence North 00 degrees 12 minutes 54 seconds East 533 feet; thence south 89 degrees 43 minutes East 755.40 feet, to the east line of said West Half of Section 19; thence South 00 degrees 03 minutes 54 seconds East 542.27 feet along said line to the Point of Beginning, to the east line of the West Half of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence southerly along the east line of the West Half of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the easterly prolongation of the north line of Lot 1 in Warthen's Resubdivision as per plat thereof recorded September 4, 1975 as document number 23210202;

Thence westerly along the north line of Lot 1, the westerly prolongation of the north line of Lot 1 and the north line of Lot 2 all in Warthen's Resubdivision as per plat thereof recorded September 4, 1975 as document number 23210202, to the south line of Bremen Towne Drive as heretofore dedicated in Bremen Towne Unit No. 1 as per plat thereof recorded November 4, 1968 as document number 20666550 and filed as LR2419778;

Thence westerly, southwesterly and southerly along the south line, southeast line and east line of Bremen Town Drive as heretofore dedicated in Bremen Towne Unit No. 1 as per plat thereof recorded November 4, 1968 as document number 20666550 and filed as LR2419778, to the southwest line of Bremen Towne Drive as heretofore dedicated in Bremen Towne Unit No. 1 as per plat thereof recorded November 4, 1968 as document number 20666550 and filed as LR2419778;

Thence northwesterly along the southwest line of Bremen Towne Drive as heretofore dedicated in Bremen Towne Unit No. 1 as per plat thereof recorded November 4, 1968 as document number 20666550 and filed as LR2419778, to the west line of Bremen Towne Drive as heretofore dedicated in Bremen Towne Unit No. 1 as per plat thereof recorded November 4, 1968 as document number 20666550 and filed as LR2419778;

Thence northerly along the west line of Bremen Towne Drive as heretofore dedicated in Bremen Towne Unit No. 1 as per plat thereof recorded November 4, 1968 as document number 20666550 and filed as LR2419778 to the north line of Lot 16 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252;

Thence westerly along the north line of Lot 16 and the north line of Lot 15 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252, to the southerly prolongation of the east line of Lot 17 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252;

Thence northerly along the southerly prolongation of the east line of Lot 17, and the east line of Lot 17 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252, to the southeast corner of Lot 18 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252;

Thence northerly, westerly, northerly, easterly and northerly along the eastern limits of Lot 18 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252, to the northeast corner of Lot 18 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252;

Thence westerly along the north line of Lot 18, the north line of Lot 19, the north line of Lot 20, the north line of Lot 21 and the north line of Lot 26 all in Bremen Woode Subdivision as per plat

thereof recorded October 30, 1978 as document number T3056252, to the east line of Lot 27 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252;

Thence northerly along the east line of Lot 27 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252, to the north line of Lot 27 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252;

Thence westerly along the north of Lot 27 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252, to the west line of parcel of land being part of the Southwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian described as follows: Commencing at the northwest corner of the Southwest Quarter of said Section 19; thence South 89 degrees 43 minutes East (bearings assumed for purposes of this parcel only) 908 feet along the north line of said Southwest Quarter to the Point of Beginning; thence continuing South 89 degrees 43 minutes East 258.81 feet along said north line; thence South 657.03 feet; thence North 89 degrees 59 minutes 58 seconds West 244.05 feet; thence North 116.32 feet; thence North 89 degrees 58 minutes 30 Seconds West 15 feet; thence North 00 degrees 01 minutes 30 seconds East 542 feet to the Point of Beginning;

Thence northerly along the west line of parcel of land being part of the Southwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian described as follows: Commencing at the northwest corner of the Southwest Quarter of said Section 19; thence South 89 degrees 43 minutes East (bearings assumed for purposes of this parcel only) 908 feet along the north line of said Southwest Quarter to the Point of Beginning; thence continuing South 89 degrees 43 minutes East 258.81 feet along said north line; thence South 657.03 feet; thence North 89 degrees 59 minutes 58 seconds West 244.05 feet; thence North 116.32 feet; thence North 89 degrees 58 minutes 30 Seconds West 15 feet; thence North 00 degrees 01 minutes 30 seconds East 542 feet to the Point of Beginning, to the north line of the West Half of the Southwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence westerly along the north line of the West Half of the Southwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the south line of 163rd Street as dedicated by Plat of Dedication recorded April 15, 1976 as document number 23453671 and T2864222;

Thence southwesterly and westerly along the south line of 163rd Street as dedicated by Plat of Dedication recorded April 15, 1976 as document number 23453671 and T2864222, to the east line of Harlem Avenue existing as of May 25, 2020;

Thence southerly along the east line of Harlem Avenue existing as of May 25, 2020, to the easterly prolongation of the south line of the south line of Lot 1 in Super-K Subdivision as per plat thereof recorded March 20, 1991 as document number 97195157;

Thence westerly along the easterly prolongation of the south line of Lot 1 and the south line of Lot 1 in Super-K Subdivision as per plat thereof recorded March 20, 1991 as document number 97195157, to the Point of Beginning.

### **EXHIBIT "B"**

# NOTICE OF MEETING TINLEY PARK 159TH & HARLEM TAX INCREMENT FINANCING (TIF) DISTRICT JOINT REVIEW BOARD

Notice is hereby given to all interested parties that pursuant to the requirements of 65 ILCS 5/11-74.4-1 *et seq.*, a meeting of the Joint Review Board for the Tinley Park Oak Park Avenue Tax Increment Financing District will be held on July 14, 2020, at 1:30 p.m. in Council Chamber at the Village Hall of Tinley Park, 16250 Oak Park Avenue, Tinley Park, Illinois. Said meeting will be open to the public. A copy of the Agenda for said meeting is attached.

VILLAGE OF TINLEY PARK

By: Kristin A. Thirion

Village Clerk

### **EXHIBIT "C"**

# NOTICE OF THE AVAILABILITY OF THE ELIGIBILITY ANALYSIS AND REDEVELOPMENT PLAN AND PROJECT RELATIVE TO THE PROPOSED 159TH & HARLEM TIF

Notice is hereby given to you, in that you reside at the residential address within seven hundred (750) feet of the boundaries of the Village of Tinley Park's proposed 159th & Harlem TIF, or have registered your name on the Village of Tinley Park's Tax Increment Financing Interested Parties Registry, that the Redevelopment Plan and Project also containing the Eligibility Analysis for the Village of Tinley Park's proposed 159th & Harlem TIF are available for your review. Copies of said Redevelopment Plan and Project also containing the Eligibility Analysis can be obtained from Andrew Brown, Assistant Treasurer/Assistant Finance Director, for the Village of Tinley Park, 16250 Oak Park Avenue, Tinley Park, Illinois 60477, between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday, except holidays. In the interest of open and honest government, electronic copies of the Redevelopment Plan and Project also containing the Eligibility Analysis may be found on the Village website www.tinleypark.org.

Village of Tinley Park

Kristin A. Thirion Village Clerk

### EXHIBIT "D"

# NOTICE OF PUBLIC HEARING AND A JOINT REVIEW BOARD MEETING TO CONSIDER THE DESIGNATION OF A REDEVELOPMENT PROJECT AREA AND THE APPROVAL OF A REDEVELOPMENT PLAN AND PROJECT FOR THE VILLAGE OF TINLEY PARK (159TH & HARLEM REDEVELOPMENT PROJECT AREA)

Notice is hereby given that a public hearing ("Public Hearing") will be held on Tuesday August 4, 2020 at 6:30 P.M., at the Village of Tinley Park Village Hall, 16250 Oak Park Avenue, Tinley Park, Illinois 60477, in regard to the proposed designation of redevelopment project area ("Redevelopment Project Area"), and the approval of a redevelopment plan and project ("Redevelopment Plan and Project") in relation thereto, for the proposed 159th & Harlem Redevelopment Project Area ("159th & Harlem TIF"), pursuant to the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, ("TIF Act").

The boundaries of the Redevelopment Project Area for the proposed 159th & Harlem TIF are more fully set forth on the legal description attached hereto as **Exhibit "1"** and the street location map attached hereto as **Exhibit "2"** and made part hereof.

The proposed Redevelopment Plan and Project provides for land acquisition and assembly, and improvements to the public infrastructure within the proposed Redevelopment Project Area for the Village of Tinley Park ("Village") to implement a set of actions to promote redevelopment within the proposed Redevelopment Project Area. The contemplated Village actions include, but are not limited to: encouraging redevelopment agreements; providing public infrastructure improvements; encouraging the high-quality appearance of buildings, rights-of-way and open spaces, and encouraging high standards of design; strengthening the economic well-being of the Redevelopment Project Area and the Village by increasing business activity, tax base, and job opportunities; assembling land into parcels of sufficient shape and size for disposition and redevelopment in accordance with the Redevelopment Plan and Project and contemporary.

Copies of the Redevelopment Plan and Project also containing the Eligibility Analysis have been on file with the Village since June 3, 2020 and available for public inspection between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday, except holidays, at the office of the Village Clerk for the Village of Tinley Park, 16250 Oak Park Avenue, Tinley Park, Illinois 60477. Copies of the Redevelopment Plan and Project also containing the Eligibility Analysis are enclosed with the copies of this Notice that are being mailed to the affected taxing districts and the Illinois Department of Commerce and Economic Opportunity. Andrew Brown, Assistant Treasurer/Assistant Finance Director for the Village of Tinley Park (708) 444-5000 can be contacted for further information. In the interest of open and honest government, electronic copies of the Eligibility Analysis and the Redevelopment Plan and Project may be found on the Village website www.tinleypark.org.

Pursuant to the TIF Act, the Joint Review Board for the proposed 159th & Harlem TIF ("JRB") is being convened to review the public record, planning documents, the Redevelopment Plan and Project also containing the Eligibility Analysis for the proposed 159th & Harlem TIF.

Pursuant to the TIF Act, the JRB shall consist of one (1) public member and one (1) representative from each of the following taxing districts: Cook County; Tinley Park Park District; Bremen Township; Orland Township; Community Consolidated School District 146; Consolidated High School District 230; Bremen Community High School District 228; Moraine Valley Community College District 524; South Suburban College District 510; and the Village of Tinley Park.

Pursuant to the TIF Act, the meeting of the JRB will be held Tuesday July 14, 2020 at 1:30 P.M., at the Village of Tinley Park Village Hall, 16250 Oak Park Avenue, Tinley Park, Illinois 60477. Those taxing districts with representatives on the JRB are hereby notified of said JRB meeting. The JRB's recommendation relative to a Redevelopment Project Area and Redevelopment Plan and Project for the proposed 159th & Harlem TIF shall be advisory and non-binding and shall be adopted by a majority vote of those members of the JRB that are present and voting, and submitted to the Village within thirty (30) days after the first convening of the JRB. Failure of the JRB to submit its report on a timely basis shall not delay the Public Hearing, nor shall it delay any other step in the process of designating the Redevelopment Project Area or approving the Redevelopment Plan or Project for the proposed 159th & Harlem TIF.

Prior to and at the August 4, 2020 Public Hearing, all interested persons, taxpayers, affected taxing districts and the Illinois Department of Commerce and Economic Opportunity may file with the Village Clerk written comments to and may be heard orally with respect to any issues regarding the proposed Redevelopment Project Area and Redevelopment Plan and Project for the proposed 159th & Harlem TIF. Written comments are invited and can be sent in advance for the Public Hearing to the Tinley Park Village Clerk, 16250 Oak Park Avenue, Tinley Park, Illinois 60477. The Public Hearing may be adjourned by the Village board without further notice other than a motion to be entered upon the minutes of the Public Hearing, fixing the time and place of the subsequent Public Hearing.

Mailed and Published by the order of the Corporate Authorities of the Village of Tinley Park Cook and Will Counties, Illinois Kristin A. Thirion, Village Clerk

### Exhibit "1"

### LEGAL DESCRIPTION OF

### VILLAGE OF TINLEY PARK 159TH & HARLEM REDEVELOPMENT PROJECT AREA TIF DISTRICT

Those parts of Section 24, Township 36 North, Range 12, Section 18, Township 36 North, Range 13, Section 19, Township 36 North, Range 13, all East of the Third Principal Meridian, Cook County, Illinois more particularly bounded and described as follows:

Beginning at the southwest corner of Lot 1 in Super-K Subdivision as per plat thereof recorded March 20, 1991 as document number 97195157;

Thence northerly along the west line of Lot 1 in said Super-K Subdivision and the west line of Lot 2 in said Super-K Subdivision, to the north line of said Lot 2;

Thence easterly along the north line of Lot 2 in said Super-K Subdivision, to a west line of Lot 3 in said Super-K Subdivision;

Thence northerly, northwesterly and northerly along the west lines of Lot 3 in said Super-K Subdivision, to the western most northwest corner of said Lot 3, also being the western most southwest corner of Lot 1 in Park Place Subdivision as per plat thereof recorded December 7, 1992 as document number 92914537;

Thence northerly along the west line of Lot 1 in said Park Place Subdivision to the north line of Lot 1 in said Park Place Subdivision and the south line of the Northeast Quarter of the Northeast Quarter of Section 24, Township 36 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois;

Thence westerly along the south line of south line of the Northeast Quarter of the Northeast Quarter of Section 24, Township 36 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois, to the west line of the East Half of the Northeast Quarter of Section 24, Township 36 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois;

Thence northerly along said west line, to the south line of Olcott Avenue dedicated as per plat thereof recorded June 28, 1973 as document number 22379900;

Thence easterly along said south line, to the east line of Olcott Avenue dedicated as per plat thereof recorded June 28, 1973 as document number;

Thence northerly along said east line, and the northerly prolongation thereof to the north line of the East Half of the Northeast Quarter of Section 24, Township 36 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois;

Thence easterly along said north line, to the northeast corner of the East Half of the Northeast Quarter of Section 24, Township 36 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois;

Thence southerly to the southwest corner of Section 18, also the northwest corner of Section 19, both in Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence easterly along the south line of Section 18, also the north line of Section 19, both in Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the west line of the East Half of the Southwest Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence northerly along the west line of the East Half of the Southwest Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the north line of the south 600 feet of the East Half of the Southwest Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence easterly along the north line of the south 600 feet of the East Half of the Southwest Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the east line of the Southwest Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, also the west line of the Southeast Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence southerly along the west line of the Southeast Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the north line of the south 247 feet of the Southeast Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence easterly along the north line of the south 247 feet of the Southeast Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the east line of the west 50 feet of the Southeast Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence southerly along the east line of the west 50 feet of the Southeast Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to a point 15 feet north of the right of way of 159th Street as indicated in Special Warranty Deed recorded September 28, 2011 as document number 1127141045;

Thence southeasterly to a point of intersection with the north right of way line of 159th Street and the east line of the west 65 feet of the Southeast Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois as indicated in Special Warranty Deed recorded September 28, 2011 as document number 1127141045;

Thence easterly, southerly and easterly along the right of way of 159th Street, to the northerly prolongation of the east line of the west 300 feet of the West Half of the Northeast Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence southerly along the east line of the west 300 feet of the West Half of the Northeast Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the south line of the north 300 feet of the West Half of the Northeast Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence westerly along the south line of the north 300 feet of the West Half of the Northeast Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the west line of the West Half of the Northeast Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, also the east line of the East Half of the Northwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence southerly along the west line of the West Half of the Northeast Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, also the east line of the East Half of the Northwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the easterly prolongation of the south line of parcel of land being part of the East Half of the Northwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian described as follows: Beginning on the south right of way line of 159th Street as dedicated by plat of dedication recorded July 8, 1932 as document number 11113021 and ratification thereof file April 8, 1971 as document number LR2551034, a distance of 183.00 feet west of the east line of said Northwest Quarter; thence west 180.00 feet along last said south line; thence south 5.00 feet; thence west 200.00 feet along a line 5.00 feet south of and parallel to the south line of said 159th Street; thence north 5.00 feet; thence west 307.62 feet along the south line of said 159th Street; thence south 1050.00 feet on a line normal to said south line of 159th Street; thence east 845.55 feet to the west right of way line of Oak Park Avenue (which is 33.00 feet west of the east line of said Northwest Quarter of said Section); thence north along last said west line 355.45 feet to a point 694.55 feet south from the south right of way line of 159th Street; thence west 17.00 feet; thence north 555.63 feet; thence west 133.00 feet; thence north 139.68 feet to the south line of 159th Street and the Point of Beginning;

Thence westerly along the easterly prolongation of the south line and the south line of parcel of land being part of the East Half of the Northwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian described as follows: Beginning on the south right of way line of 159th Street as dedicated by plat of dedication recorded July 8, 1932 as document number 11113021 and ratification thereof file April 8, 1971 as document number LR2551034, a distance of 183.00 feet west of the east line of said Northwest Quarter; thence west 180.00 feet along last said south line; thence south 5.00 feet; thence west 200.00 feet along a line 5.00 feet south of and parallel to the south line of said 159th Street; thence north 5.00 feet; thence west 307.62 feet along the south line of said 159th Street; thence south 1050.00 feet on a line normal to said south line of 159th Street; thence east 845.55 feet to the west right of way line of Oak Park Avenue (which is 33.00 feet west of the east line of said Northwest Quarter of said Section); thence north along last said west line 355.45 feet to a point 694.55 feet south from the south right of way line of 159th Street; thence west 17.00 feet; thence north 555.63 feet; thence west 133.00 feet; thence north 139.68 feet to the south line of 159th Street and the Point of Beginning, to the southwest corner thereof and also the southeast corner of parcel of land being part of the West Half and the East Half of the Northwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian described as follows: Beginning at the south right of way line of 159th Street as dedicated by plat of dedication recorded July 8, 1932 as document number 11113021 and ratification thereof filed April 8, 1971 as document LR 2551034 and the line between the East Half and the West Half of said Northwest Quarter; thence west 117.55 feet along said south right of way line 1094 feet east of the west line of said Northwest Quarter; thence south 1050 feet on last said line; thence east 451.56 feet on a line 1050 feet south of and parallel to said south right of way line; thence north 1050 feet to said south right of way line a distance of 339.11 feet east of the Point of Beginning; thence west 339.11 feet on last said right of way line to the Point of Beginning;

Thence continuing westerly on the south line of parcel of land being part of the West Half and the East Half of the Northwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian described as follows: Beginning at the south right of way line of 159th Street as dedicated by plat of dedication recorded July 8, 1932 as document number 11113021 and ratification thereof filed April 8, 1971 as document LR 2551034 and the line between the East Half and the West Half of said Northwest Quarter; thence west 117.55 feet along said south right of way line 1094 feet east of the west line of said Northwest Quarter; thence south 1050 feet on last said line; thence east 451.56 feet on a line 1050 feet south of and parallel to said south right of way line; thence north 1050 feet to said south right of way line a distance of 339.11 feet east of the Point of Beginning; thence west 339.11 feet on last said right of way line to the Point of Beginning, to the western most northwest corner of Outlot C in Dun Raven Place Phase II as per plat thereof recorded September 28, 2001 as document number 0010908493;

Thence southwesterly to a point of tangency in the north line of Outlot D in Dunraven Place as per plat thereof recorded August 30, 1999 as document number 99827216 being the westerly terminus of an arc having a radius of 192.00 feet and an arc length of 300.13 feet;

Thence westerly and southwesterly along the northerly limits of Outlot D in Dunraven Place as per plat thereof recorded August 30, 1999 as document number 99827216, to the easterly prolongation of the south line of parcel of land described as follows: That part of Lot 3 lying north of a line drawn parallel with the north line of said Lot 3 through a point in the west line of said Lot 3 which point is 352.19 feet south of the northwest corner of said Lot 3 as measured along said west line all in Centennial Office Park as per plat thereof recorded October 5, 1988 as document number 88458264;

Thence westerly along the easterly prolongation of the south line and the south line of parcel of land described as follows: That part of Lot 3 lying north of a line drawn parallel with the north line of said Lot 3 through a point in the west line of said Lot 3 which point is 352.19 feet south of the northwest corner of said Lot 3 as measured along said west line all in Centennial Office Park as per plat thereof recorded October 5, 1988 as document number 88458264, to the west line of said Lot 3, also the east line of Lot 1 in Tinley Park Plaza Subdivision as per plat thereof recorded April 7, 2004 as document number 0409818067;

Thence southerly along the east line of Lot 1 in Tinley Park Plaza Subdivision as per plat thereof recorded April 7, 2004 as document number 0409818067, also the west line of Centennial Subdivision Unit No. 1 as per plat thereof recorded July 2, 1984 as document number 27155558, to the south line of Centennial Subdivision Unit No. 1 as per plat thereof recorded July 2, 1984 as document number 27155558;

Thence southeasterly along the south line of Centennial Subdivision Unit No. 1 as per plat thereof recorded July 2, 1984 as document number 27155558, to the westerly line of Centennial Drive as dedicated by instrument recorded July 9, 1980 as document number 25509385;

Thence continuing southeasterly along the southeasterly prolongation of the south line of Centennial Subdivision Unit No. 1 as per plat thereof recorded July 2, 1984 as document number 27155558, to the west line of Parcel 4 in Final Plat of Meadow Mews Phase One PUD as per plat thereof recorded May 19, 1993 as document number 93378525 (recording information based upon 2019 Tax Map for Cook County, Illinois because of closure of Cook County Recorder's Office due to COVID-19 Pandemic);

Thence southerly on the west line of Parcel 4 in Final Plat of Meadow Mews Phase One PUD as per plat thereof recorded May 19, 1993 as document number 93378525 (recording information based upon 2019 Tax Map for Cook County, Illinois because of closure of Cook County Recorder's Office due to COVID-19 Pandemic), to the southeast line of Parcel 4 in Final Plat of Meadow Mews Phase One PUD as per plat thereof recorded May 19, 1993 as document number 93378525 (recording information based upon 2019 Tax Map for Cook County, Illinois because of closure of Cook County Recorder's Office due to COVID-19 Pandemic);

Thence northeasterly along the southeast line of Parcel 4 in Final Plat of Meadow Mews Phase One PUD as per plat thereof recorded May 19, 1993 as document number 93378525 (recording

information based upon 2019 Tax Map for Cook County, Illinois because of closure of Cook County Recorder's Office due to COVID-19 Pandemic) and the southeast line of Parcel 14 in Final Plat of Meadow Mews Phase Two PUD as per plat thereof recorded May 19, 1993 as document number 93378524 (recording information based upon 2019 Tax Map for Cook County, Illinois because of closure of Cook County Recorder's Office due to COVID-19 Pandemic), to the southwest line of Parcel 14 in Final Plat of Meadow Mews Phase Two PUD as per plat thereof recorded May 19, 1993 as document number 93378524 (recording information based upon 2019 Tax Map for Cook County, Illinois because of closure of Cook County Recorder's Office due to COVID-19 Pandemic);

Thence southeasterly along the southwest line of Parcel 14 in Final Plat of Meadow Mews Phase Two PUD as per plat thereof recorded May 19, 1993 as document number 93378524 (recording information based upon 2019 Tax Map for Cook County, Illinois because of closure of Cook County Recorder's Office due to COVID-19 Pandemic), to the north line of parcel of land being part of the West Half of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois described as follows: Beginning at the southeast corner of the Northwest Quarter of Section 19; thence North 89 degrees 43 minutes West (bearings assumed for purposes of this parcel only) 585 feet along the south line of said Northwest Quarter to a point of curve; thence southwesterly on a curve concave to the northwest having a radius of 258.72 feet, an arc distance of 101.52 feet and a chord bearing of South 79 degrees 02 minutes 33 seconds West; thence North 68 degrees 24 minutes 11 seconds West 79.57 feet; thence North 00 degrees 12 minutes 54 seconds East 533 feet; thence south 89 degrees 43 minutes East 755.40 feet, to the east line of said West Half of Section 19; thence South 00 degrees 03 minutes 54 seconds East 542.27 feet along said line to the Point of Beginning;

Thence easterly along the north line of parcel of land being part of the West Half of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois described as follows: Beginning at the southeast corner of the Northwest Quarter of Section 19; thence North 89 degrees 43 minutes West (bearings assumed for purposes of this parcel only) 585 feet along the south line of said Northwest Quarter to a point of curve; thence southwesterly on a curve concave to the northwest having a radius of 258.72 feet, an arc distance of 101.52 feet and a chord bearing of South 79 degrees 02 minutes 33 seconds West; thence North 68 degrees 24 minutes 11 seconds West 79.57 feet; thence North 00 degrees 12 minutes 54 seconds East 533 feet; thence south 89 degrees 43 minutes East 755.40 feet, to the east line of said West Half of Section 19; thence South 00 degrees 03 minutes 54 seconds East 542.27 feet along said line to the Point of Beginning, to the east line of the West Half of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence southerly along the east line of the West Half of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the easterly prolongation of the north line of Lot 1 in Warthen's Resubdivision as per plat thereof recorded September 4, 1975 as document number 23210202;

Thence westerly along the north line of Lot 1, the westerly prolongation of the north line of Lot 1 and the north line of Lot 2 all in Warthen's Resubdivision as per plat thereof recorded September 4, 1975 as document number 23210202, to the south line of Bremen Towne Drive as heretofore dedicated in Bremen Towne Unit No. 1 as per plat thereof recorded November 4, 1968 as document number 20666550 and filed as LR2419778;

Thence westerly, southwesterly and southerly along the south line, southeast line and east line of Bremen Town Drive as heretofore dedicated in Bremen Towne Unit No. 1 as per plat thereof recorded November 4, 1968 as document number 20666550 and filed as LR2419778, to the southwest line of Bremen Towne Drive as heretofore dedicated in Bremen Towne Unit No. 1 as per plat thereof recorded November 4, 1968 as document number 20666550 and filed as LR2419778;

Thence northwesterly along the southwest line of Bremen Towne Drive as heretofore dedicated in Bremen Towne Unit No. 1 as per plat thereof recorded November 4, 1968 as document number 20666550 and filed as LR2419778, to the west line of Bremen Towne Drive as heretofore dedicated in Bremen Towne Unit No. 1 as per plat thereof recorded November 4, 1968 as document number 20666550 and filed as LR2419778;

Thence northerly along the west line of Bremen Towne Drive as heretofore dedicated in Bremen Towne Unit No. 1 as per plat thereof recorded November 4, 1968 as document number 20666550 and filed as LR2419778 to the north line of Lot 16 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252;

Thence westerly along the north line of Lot 16 and the north line of Lot 15 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252, to the southerly prolongation of the east line of Lot 17 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252;

Thence northerly along the southerly prolongation of the east line of Lot 17, and the east line of Lot 17 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252, to the southeast corner of Lot 18 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252;

Thence northerly, westerly, northerly, easterly and northerly along the eastern limits of Lot 18 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252, to the northeast corner of Lot 18 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252;

Thence westerly along the north line of Lot 18, the north line of Lot 19, the north line of Lot 20, the north line of Lot 21 and the north line of Lot 26 all in Bremen Woode Subdivision as per plat

thereof recorded October 30, 1978 as document number T3056252, to the east line of Lot 27 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252;

Thence northerly along the east line of Lot 27 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252, to the north line of Lot 27 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252;

Thence westerly along the north of Lot 27 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252, to the west line of parcel of land being part of the Southwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian described as follows: Commencing at the northwest corner of the Southwest Quarter of said Section 19; thence South 89 degrees 43 minutes East (bearings assumed for purposes of this parcel only) 908 feet along the north line of said Southwest Quarter to the Point of Beginning; thence continuing South 89 degrees 43 minutes East 258.81 feet along said north line; thence South 657.03 feet; thence North 89 degrees 59 minutes 58 seconds West 244.05 feet; thence North 116.32 feet; thence North 89 degrees 58 minutes 30 Seconds West 15 feet; thence North 00 degrees 01 minutes 30 seconds East 542 feet to the Point of Beginning;

Thence northerly along the west line of parcel of land being part of the Southwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian described as follows: Commencing at the northwest corner of the Southwest Quarter of said Section 19; thence South 89 degrees 43 minutes East (bearings assumed for purposes of this parcel only) 908 feet along the north line of said Southwest Quarter to the Point of Beginning; thence continuing South 89 degrees 43 minutes East 258.81 feet along said north line; thence South 657.03 feet; thence North 89 degrees 59 minutes 58 seconds West 244.05 feet; thence North 116.32 feet; thence North 89 degrees 58 minutes 30 Seconds West 15 feet; thence North 00 degrees 01 minutes 30 seconds East 542 feet to the Point of Beginning, to the north line of the West Half of the Southwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence westerly along the north line of the West Half of the Southwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the south line of 163rd Street as dedicated by Plat of Dedication recorded April 15, 1976 as document number 23453671 and T2864222;

Thence southwesterly and westerly along the south line of 163rd Street as dedicated by Plat of Dedication recorded April 15, 1976 as document number 23453671 and T2864222, to the east line of Harlem Avenue existing as of May 25, 2020;

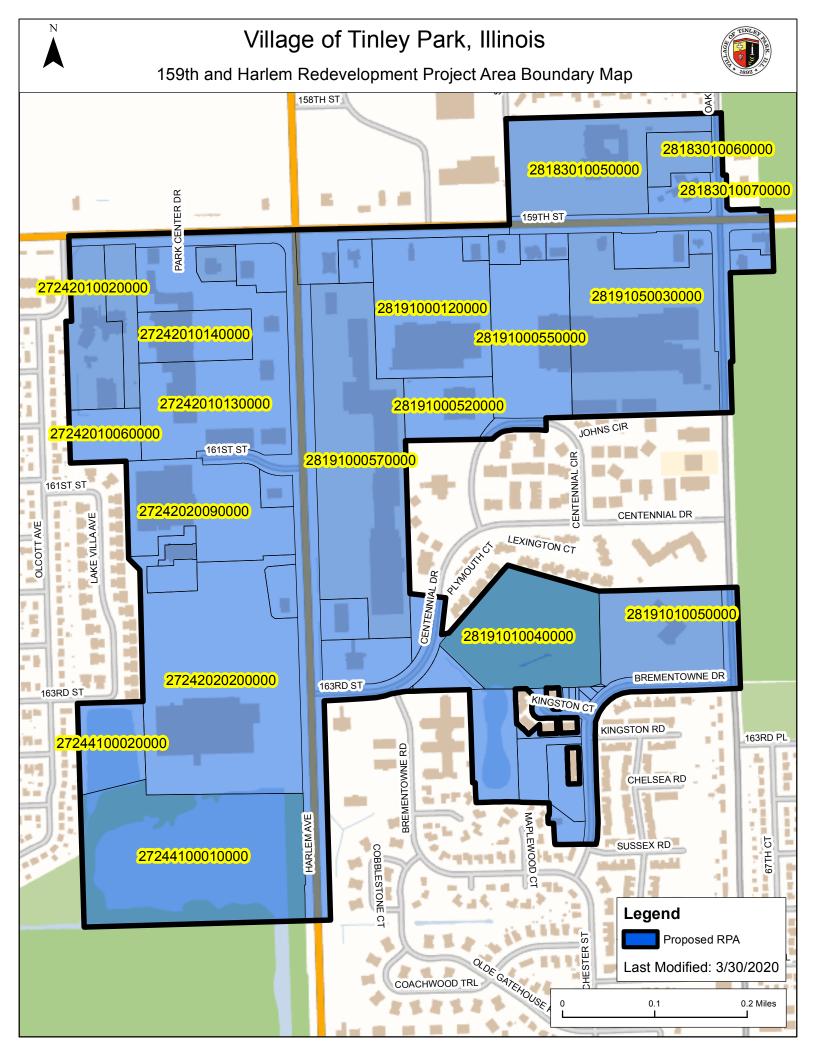
Thence southerly along the east line of Harlem Avenue existing as of May 25, 2020, to the easterly prolongation of the south line of the south line of Lot 1 in Super-K Subdivision as per plat thereof recorded March 20, 1991 as document number 97195157;

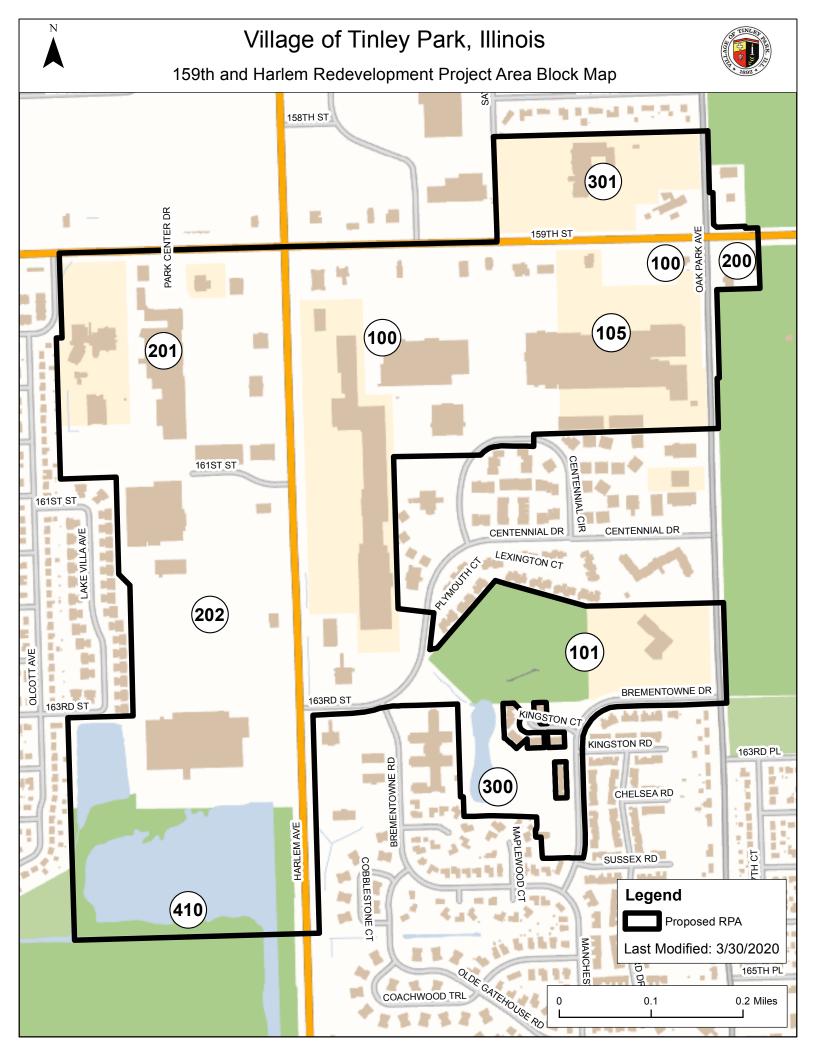
Thence westerly along the easterly prolongation of the south line of Lot 1 and the south line of Lot 1 in Super-K Subdivision as per plat thereof recorded March 20, 1991 as document number 97195157, to the Point of Beginning.

#### Exhibit "2"

#### **Street Location Map**

(see attached)

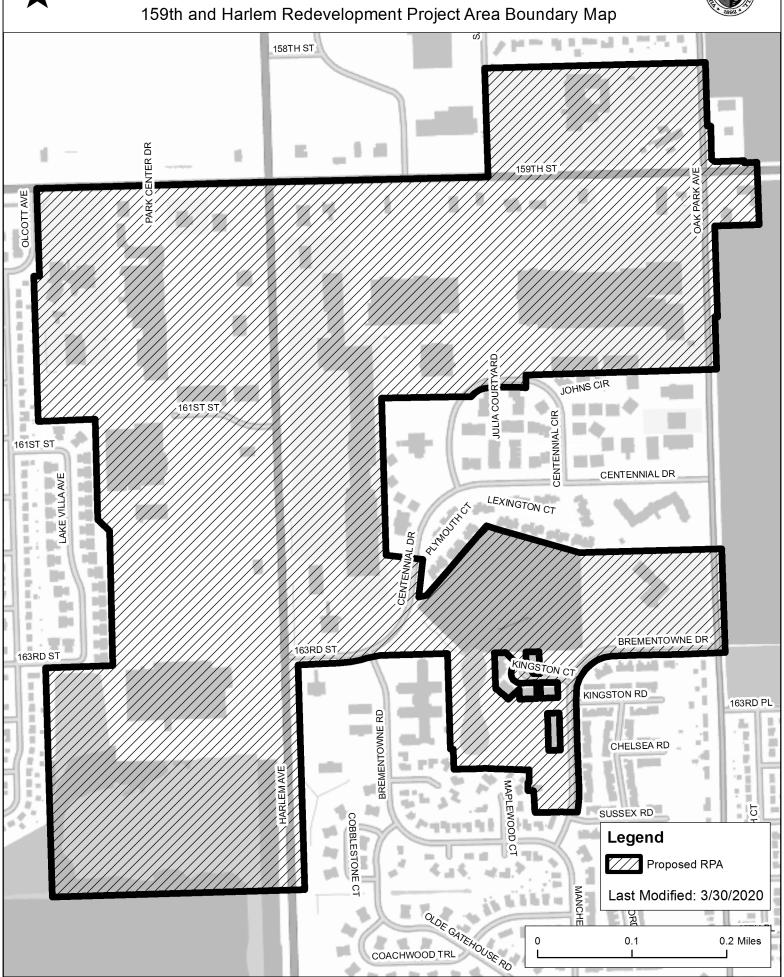




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### Village of Tinley Park, Illinois





## Village of Tinley Park 159th and Harlem Redevelopment Project Area

# Tax Increment Financing Redevelopment Plan and Project June 2020





Prepared by TERN

## Village of Tinley Park 159th and Harlem Redevelopment Project Area Tax Increment Financing Redevelopment Plan and Project

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#### **Executive Summary**

In March of 2020, Stern Brothers & Co. ("Stern") was engaged by the Village of Tinley Park (the "Village") to prepare the Tax Increment Financing ("TIF") Redevelopment Plan and Project (the "Plan") for the 159th and Harlem Redevelopment Project Area (the "Redevelopment Project Area" or "RPA"). This Plan documents the TIF eligibility and qualifications of the 159th and Harlem Redevelopment Project Area in support of its designation as a "Blighted Area" pursuant to the definition contained in the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (the "Act").

The Redevelopment Project Area is generally bounded by: 159th Street on the north (except for a few parcels west of Oak Park Avenue that are north of 159th Street), the northern boundary of Siemsen Meadow (north of 167th Street) on the south, Oak Park Avenue on the east, and Olcott Avenue on the west.

The RPA consists of 52 tax parcels, including adjacent rights-of-way, and encompasses approximately 252 acres (meeting the requirement of the TIF Act that the area must equal or exceed 1½ acres). It includes 39 buildings.

#### **Eligibility Findings**

The eligibility study ("Eligibility Study") of the RPA within this Plan concludes that the RPA meets the requirements of the Act for designation as a Blighted Area. This Plan concludes that the 159th and Harlem Redevelopment Project Area is eligible for Tax Increment Financing ("TIF") designation as a Blighted Area for both Improved Land and for Vacant Land under the Act because the following eligibility factors have been found to be present to a meaningful extent and are reasonably distributed throughout the RPA:

For Improved Land within the RPA, the following six (6) Blighted Area eligibility factors apply:

- Obsolescence
- Deterioration
- Excessive Vacancies
- Inadequate Utilities
- Lack of Community Planning
- Lagging Equalized Assessed Value

For Vacant Land within the RPA, the following four (4) Blighted Area eligibility factors apply:

- Obsolete Platting
- Tax sale and special assessment delinquencies
- Deterioration of structures or site improvements in neighboring or adjacent areas
- Lagging Equalized Assessed Value

#### Redevelopment Plan and Redevelopment Project

In addition to the Eligibility Study, this Plan also contains the Redevelopment Plan and the Redevelopment Project for the RPA. The overarching goal of this Redevelopment Plan is to reduce or eliminate the conditions that qualify the RPA as a "Blighted Area". To that end, this Redevelopment Plan provides strategies for supporting public and private development to strengthen the area. The Redevelopment Plan details specific objectives and strategies to accomplish the goals.

#### **Certification and Findings**

The Act requires that in order to adopt this Plan, certain certifications and findings must be found to be present within the RPA. Stern finds that the lack of growth and development is evidenced by the existence of Blighted Area factors, as documented in Section II, including, but not limited to, the following:

- Underutilized and vacant parcels
- Economic and functional obsolescence in buildings and parcels
- Deterioration of structures
- Non-conforming land use
- Lack of public infrastructure and services
- Declining EAV

The Village is required to find that, but for the designation of the TIF District and the use of TIF, it is unlikely that significant investment will occur in the RPA. The realization of the redevelopment goals and objectives require both public and private sector investment. Without the creation and use of a public economic incentive like TIF, the investment needed to rehabilitate the existing buildings and infrastructure is not likely to occur.

Finally, the proposed land uses described in this Plan are consistent with the approved land uses in the Village's Comprehensive Plan, *The Village of Tinley Park, Illinois, Comprehensive Plan, 2000*.

#### I. Introduction

This Plan is comprised of the Eligibility Study and the Redevelopment Plan and Project for the RPA which is located in the Village of Tinley Park. The Village Board, authorized Stern to conduct a formal Eligibility Study and prepare a Redevelopment Plan and Project.

This Plan summarizes the analyses and findings of Stern's work. The Village is entitled to rely on the findings and conclusions of this document in designating the RPA as a redevelopment project area under the Act. Stern has prepared this Redevelopment Plan and the related Eligibility Study with the understanding that the Village would rely on: 1) the findings and conclusions of the Plan and the related Eligibility Study in proceeding with the designation of the RPA and the adoption and implementation of the Plan; and 2) the fact that Stern has obtained the necessary information so that the Redevelopment Plan will comply with the Act.

The RPA and its proposed boundary are illustrated in **Map 1**. The legal description of the RPA is detailed in **Appendix 1**.

#### Discussion of TIF

The Village anticipates designating the RPA under the Act, prior to which the Village shall have adopted and approved this "Village of Tinley Park, 159th and Harlem Redevelopment Project Area, Tax Increment Financing, Redevelopment Plan and Project, June 2020" as a Redevelopment Plan and Project. Furthermore, the Village intends to use TIF in connection with the payment of qualifying "Redevelopment Project Costs" ("Redevelopment Project Costs") under the Act and implementation of this Redevelopment Plan for twenty-three years after the year in which the RPA is approved, but with the receipt of the 23<sup>rd</sup> year of incremental taxes in the 24<sup>th</sup> year.

As part of a strategy to encourage managed growth, deter future deterioration, encourage preservation and redevelopment, and stimulate private investment in the RPA, the Village engaged Stern as its TIF Consultant to assist the Village in determining whether the RPA qualifies for TIF. Under the Act, a RPA may be qualified as a "conservation redevelopment project area", a "blighted redevelopment project area", or a combination thereof and/or an "industrial conservation area". In this case, the RPA qualifies as a Blighted Area for both Improved Land and Vacant Land.

#### B. Tax Increment Financing

In February 1977, the Illinois General Assembly passed the initial version of what is now the present Act. This 1977 legislation was the initial authorization of "tax increment financing" (TIF) in Illinois. The General Assembly amended the Act many times since 1977, and it is currently found in 65 ILCS 5/11-74.4-1 et seq. The Act provides a means for municipalities, after the approval of a Redevelopment Plan, designation of a RPA, and adoption of tax increment allocation financing, to redevelop blighted, conservation, or industrial park conservation redevelopment project areas and to finance Redevelopment Project Costs with "incremental"

property tax revenues" ("Incremental Property Taxes"). Incremental Property Taxes are derived from the increase in the EAV of taxable real property within the RPA over and above the equalized assessed value of such property at the time tax increment allocation financing is adopted ("Initial EAV"). Any year-to-year increase in EAV over the Initial EAV of such property is then multiplied by the current tax rate, which results in Incremental Property Taxes.

The Act defines a number of eligible items that may be Redevelopment Project Costs under the Act. Incremental Property Taxes may pay for many of these Redevelopment Project Costs or may be pledged to pay bonds, notes or other obligations issued for that purpose. In addition, a municipality may pledge as payment additional revenues including revenues from the Redevelopment Project, municipal property taxes or other revenue sources, and may issue bonds backed by the general obligation of the municipality or payable solely from Incremental Property Taxes and/or other sources.

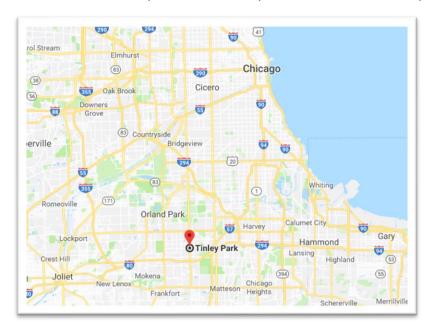
Tax increment allocation financing generates Incremental Property Taxes through the temporary capture of new tax revenues generated by the increase in the EAV over the Initial EAV. This increased EAV of properties can result from a municipality's redevelopment program, improvements, various developments and redevelopment activities, and the reassessment of properties. Under the Act, all taxing districts continue to receive property taxes levied by application of their ordinary tax rates on the Initial EAV of properties within the Redevelopment Project Area, or the actual EAV, whichever is less. Taxing districts benefit from the increased property tax base after Redevelopment Project Costs and obligations are paid. If the taxing districts have buildings and structures in the RPA, those facilities are eligible for repair, remodeling, and rehabilitation, if funds are available and such activities are provided for in the Redevelopment Plan.

#### C. Village of Tinley Park

Development of the Village of Tinley Park started when the Chicago, Rock Island, and Pacific Railroad line was completed through this area in 1852. The "Village of Bremen" was platted on the path of the railroad in 1853 and marks the origins of what is today known as the Village of Tinley Park. The largely agriculturally based community served the trade and merchant needs of the region. In 1890, the local Post Office name was changed from New Bremen to Tinley Park to honor the community's first railroad station agent. The community incorporated as the Village of Tinley Park on June 27, 1892. The community's first factory was constructed in 1905, and the business community has continued to expand, providing a number of local employment opportunities.

As its early success was the result of its transportation options, so too is the continuing success of the community. The Village is located approximately 30 miles southwest of downtown Chicago. The Village is situated along the I-80 corridor and is linked to I-57, I-355, I-55, I-90, I-294 and I-94 via I-80. These interstate highways provide easy interstate and intrastate access to Wisconsin to the north, Indiana to the east, Iowa to the west, and downstate Illinois to the south.

The present incorporated boundary covers approximately 16 square miles and includes portions of Bremen, Orland, and Rich Townships in Cook County, and Frankfort Township in Will County.



Village of Tinley Park, Illinois

There are two train stations located along the Metra Rock Island line, the 80th Avenue Station and the Oak Park Avenue Station. Both stations offer multiple stops daily between Joliet to Chicago's LaSalle Street station. Nearly 3,000 daily commuters take advantage of the Metra Rock Island Commuter Line to access jobs from the Village. (Approximately twelve freight railroads pass through the Village as well.) Pace Suburban Bus Service offers many local routes, making stops within the Village, including at the Metra stations.

Air travel is provided through Chicago Midway International Airport, located 13 miles from Tinley Park, and Chicago O'Hare International Airport, located 27 miles from Tinley Park.

According to the 2010 U.S. Census, the Village's population at that time was 56,703 persons. The most current U.S. Census estimates are provided in the 2018 American Community Survey (ACS) 5-Year Estimates Data. The ACS indicates the estimated population is 56,898 persons, comprised of 21,351 households, with a median household income of \$76,183 for the period of 2014-2018.

The Village operates under the council-manager form of government, with a Mayor, Village Clerk, and six-member Board of Trustees, whom are elected on overlapping four-year terms. The Village has the following operating departments with professional staff: Village Clerk, Village Administration, Building, Code Compliance, Emergency Management, Finance, Fire, Economic Development, Planning, Police, and Public Works, among others. The Village Manager oversees the day-to-day operations of the Village. The Village automatically became a Home Rule unit of government in 1980 when its population exceeded 25,000 under the provisions of the Illinois Constitution.

The Village is served by six elementary school districts (Community Consolidated School District 146, Kirby School District 140, Arbor Park School District 145, Mokena School District 159, Country Club Hills School District 160, and Summit Hill School District 161); four high school districts (Bremen High School District 228, High School District 230, Rich Township High School District 227, and Lincoln-Way Community High School District 210); and four junior college districts (Moraine Valley Community College District 524, South Suburban Community College District 510, Prairie State Community College District 515 and Joliet Junior College District 525). In addition, there are several parochial and private schools serving the community.

Several colleges, technical schools and universities are located in or are a short driving distance from Tinley Park, including DeVry University, Fox College, Lewis University, Governors State University, Saint Xavier University, Robert Morris University, and University of Illinois Extension. Numerous other higher institutions are within a 45 minutes to one-hour drive, including University of Chicago, Northwestern University and University of Illinois at Chicago.

Health care services are provided at a number of hospitals within a short distance of the community including Palos Community and Advocate South Suburban hospitals. Additional hospitals that serve the area include Franciscan Health Olympia Fields Hospital, Ingalls Hospital, Franciscan Health St. James Hospital, Advocate Christ Hospital and Silver Cross Hospital. As with universities, the Village is 45 minutes to one-hour drive to research hospitals that are renowned in the nation for their quality care and research. The Advocate Medical Group and DuPage Medical Group provide extensive outpatient care services. Numerous health care professional offices are also found in Tinley Park.

Library services are provided by the Tinley Park Public Library.

There are three park districts that provide recreational services to residents of the community. The majority of the Village is served by the Tinley Park Park District, which operates and maintains 40 parks, 33 ball fields and several facilities. The District's centerpiece facility is the Tony Bettenhausen Recreation Center, with amenities that include a fitness center, indoor playground, indoor jogging/walking track, gymnasium with three basketball courts and six volleyball courts, indoor pool, museum, meeting rooms, program rooms, arts & crafts room, Teen/Senior Drop-In Center and teaching kitchen. The Park District also operates Tinley Fitness, Landmark Museum & Church, McCarthy Recreation Building, Tinley Junction Miniature Golf & Batting Cages, Vogt Visual Arts Center, The Extreme Skate Park, White Water Canyon Water Park & Spray Ground and the Tinley Park Performing Arts Center.

With respect to public safety, the Village has contracted for local ambulance services since 1978. Fire protection and prevention services are provided by Tinley Park Fire Department (a department of the Village). There are four neighborhood stations that are staffed 24 hours a day, 365 days a year with a paid-on-call/paid-in-place staff of over 125. Three engine companies and one truck company are manned daily. The Village also provides policing services to the community.

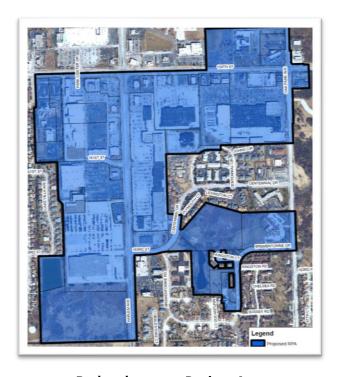
Tinley Park has seen a rapid growth in its industrial parks that provide jobs not only for its residents, but also for many others living within the region.

Tinley Park is home to the Tinley Park Convention Center, the Chicago Southland region's largest convention venue, hosting a variety of large and small, public and private events throughout the year. A full-service hotel is adjacent to the venue and other high-profile hotels are in the immediate area to provide overnight accommodations for visitors to the area.

#### D. Redevelopment Project Area

The Redevelopment Project Area is generally bounded by: 159th Street on the north (except for a few parcels west of Oak Park Avenue that are north of 159th Street), the northern boundary of Siemsen Meadow (north of 167<sup>th</sup> Street) on the south, Oak Park Avenue on the east, and Olcott Avenue on the west.

The RPA consists of 52 parcels and 39 buildings. It includes approximately 252 acres and adjacent rights-of-way. The land uses are primarily commercial (retail business), along with governmental, park/open space, religious, and vacant land uses. The RPA includes a primary commercial area within Tinley Park (Menard's, Park Center Plaza and Tinley Park Plaza), as well as the Village Hall, Bicentennial Park, St. Julie Billiart Church, Trinity Lutheran Church/Cemetery, vacant land, and open water.



**Redevelopment Project Area** 

#### II. Evaluation of Eligibility Conditions

Based upon the conditions found within the RPA during the course of and completion of Stern's research and analysis for the Eligibility Study, it has been concluded that the 159th and Harlem RPA is eligible for TIF designation as a Blighted Area under the Act.

The Illinois General Assembly made two key findings in adopting the Act:

- 1. That there exist in many municipalities within the State blighted and conservation areas; and
- 2. That the eradication of blighted areas and the treatment and improvement of conservation areas by redevelopment projects are essential to the public interest.

These findings were made on the basis that the presence of blight, or of conditions that lead to blight, is detrimental to the safety, health, welfare and morals of the public. To ensure that the exercise of these powers is proper and in the public interest, the Act also specifies certain requirements which must be met before a municipality can proceed with implementing a redevelopment project.

As set forth in the Act, to qualify as a Redevelopment Project Area:

- The area must meet the criteria under one of three categories if it is determined to be blighted. One set of the criteria for both the Conservation and Blighted designations concerns improved property. Two sets within the Blighted designation concern vacant property. The minimum number of required factors must be present in one of these categories and the presence of each must be documented.
- 2. Each factor present must be reasonably distributed throughout the Redevelopment Project Area and should be present to a meaningful extent so that a local governing body may reasonably find that the factor is clearly present within the intent of the Act.
- 3. The Redevelopment Project Area must equal or exceed 1½ acres.
- 4. The Redevelopment Project Area must meet the "but for" requirement of the Act in that development and redevelopment would not reasonably occur without financial assistance and intervention by the municipality.
- 5. In the case of a Conservation Area, a finding that the area is not yet blighted, but because of blighting factors is detrimental to the health, safety, morals or welfare of the public, and such an area may become a blighted area, and that 50% or more of the structures in the area are 35 years or older.

#### A. Methodology

In March 2020, Stern conducted a survey and analysis of existing conditions within the RPA to determine whether the proposed RPA meets the eligibility requirements of the Act (the Eligibility Study). Various research and field surveys were undertaken, including:

- 1. Exterior survey of the condition and use of each building.
- 2. Field survey of conditions, including streets, sidewalks, lighting, traffic, parking facilities, landscaping, fences and walls, and general property maintenance.
- 3. Analysis of existing uses and their relationships.
- 4. Analysis of tax maps to ascertain platting.
- 5. Analysis of vacant sites.
- 6. Review of previously prepared plats, plans, and studies.
- 7. Review of Federal Emergency Management Agency (FEMA) flood maps.
- 8. Review of United States Environmental Protection Agency (USEPA) and Illinois Environmental Protection Agency (IEPA) compliance lists.
- 9. Analysis of public utilities, such as water, sewer, gas utilities, etc.
- 10. Review of County and Township Tax Records.
- 11. Contacts with Village officials, county officials, other taxing bodies as appropriate, and private parties knowledgeable as to area conditions, history, age of buildings and site improvements, real estate matters and related items, as well as examination of existing information related to the RPA.

#### B. Presence of Eligibility Factors

Summarized below are the conclusions of the Eligibility Study survey and analyses completed for each eligibility factor based on existing conditions within the RPA. To qualify the RPA for a TIF, the RPA must meet criteria set forth in the Act. The specific criteria as defined by the Act precede each finding. The conclusions indicate whether the factor is found to be present within the RPA, and the relative extent to which the factor is present.

For purposes of this Plan and due to the size of the RPA, the RPA has been broken down into blocks to more clearly illustrate the presence of eligibility factors and that these factors are distributed throughout the RPA, as required by the TIF Act. "Blocks" are identified by the portion of the Property Index Number, also known as a permanent real estate index number (or "PIN") that relates to the block (i.e., the block in which parcel 28-19-101-005 is located is identified as "Block 101" on the Improved Land Eligibility Factors (Appendix 3), and the Vacant Land Eligibility Factors (Appendix 4)). As defined by Cook County in their tax map, "101" is the block number. On the 159th and Harlem Redevelopment Project Area Block Map, Map 4, the blocks are identified by the block number in the circle.

#### C. Eligibility of Blighted Area

As defined in the Act, "blighted area" means any improved or vacant area within the boundaries of a Redevelopment Project Area located within the territorial limits of the municipality, where: if improved, industrial, commercial, and residential buildings or improvements are detrimental to the public safety, health or welfare based on the documentation of specific factors as outlined

below. There are three sections that apply to Blighted Area eligibility conditions: one for improved land ("Improved Land") and two for vacant land ("Vacant Land") parts of the RPA.

The following is an analysis of the Blighted Area eligibility factors:

#### 1. Improved Land

Under the provisions of the Act, if the land is improved it can be designated as a Blighted Area based on a finding of a combination of <u>five (5)</u> or more of the factors for an Improved Blighted <u>Area as outlined below</u>, each of which is (i) present, with that presence documented, to a meaningful extent, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act, and (ii) reasonably distributed throughout the RPA.

The Improved Land in the RPA meets the requirements of 11.74.4-3(a) (1) (B), (C), (F), (H), (L) and (M) of the Act for designation as a Blighted Area (described in detail below), as these criteria are reasonably present and distributed.

The parcels constituting Improved Land in the RPA are listed in **Appendix 3, Improved Land Parcels (PINs) and Eligibility Factors**, which also indicates the blocks within the RPA in which the applied Improved Land factors are reasonably present. The geographic location of the block numbers are shown on **Map 4**, **Redevelopment Project Area Block Map**.

**a.** <u>Dilapidation.</u> An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings, or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.

**Finding:** This factor was not observed within RPA, and therefore, does not apply.

**b.** <u>Obsolescence</u>. The condition or process of falling into disuse. Structures have become ill-suited for the original use.

**Finding**: Obsolescence, as a factor, is present throughout the RPA. Many factors can contribute to the functional and economic obsolescence of a building and/or parcel.

Obsolete buildings contain characteristics or deficiencies that limit their long-term sound use or adaptive reuse and marketability. Obsolescence in such buildings is typically difficult and expensive to correct. Obsolete buildings have an adverse effect on nearby and surrounding developments and detract from the physical, functional and economic vitality of an area.

The age of a building can often contribute to obsolescence. While a majority of the buildings in the retail area of the RPA are not more than 35 years old (the requirement for a Conservation Area), many of these buildings are aging, as 62% of RPA structures are over 30 years of age and 74% are over 25 years old. These buildings may not be suitable for current business needs, or for new businesses looking to occupy a space within the Village, particularly those that are vacant.

The former Super Kmart site (27-24-202-020) has been vacant since 2016 and is not likely to be occupied without major renovations, but is likely to be demolished. That parcel is large, however, and prominent within the RPA, casting a shadow on surrounding businesses. The site of the former Aldi store (parcel 27-24-202-023) will require renovations, as will the former Applebee's (27-24-202-022), and multiple spaces within the Park Center Plaza (27-24-201-013) and Tinley Park Plaza (28-19-100-057), which are also clearly ill-suited for any current uses within the current market.

Land uses that conflict with either the existing zoning and/or the Village's proposed land use maps contribute to obsolescence. All parcels east of Harlem Avenue and south of 159th Street, except for parcel 28-19-100-019 (currently occupied by Brown's Chicken) were thought to be Planned Unit Developments (PUDs) for many years since 1978, and although amendments and deviations were approved, the appropriate zoning changes were never adopted. Therefore, many of the uses and properties in this area, especially the added outlots, would be considered non-conforming with current codes, including architectural material/design, bulk, landscape, and sub-division/developments codes. This entire area appears to be challenged as well by the current configurations for drive-through use, parking, setbacks, and landscaping, in comparison to more newly developed, but similar types of, retail shopping centers. TIF revenues can be used to assist in these conversions.

The Village Hall was built in 1987, with the north wing added in 1995, and is in need of some improvements which could be paid with TIF funds. The main entryway area to the Village Hall has suffered considerable deterioration and the remaining retaining walls are delaminating and probably should just be removed entirely. Inside, the lobby, washrooms, council chambers and other public areas are showing their age as well. There are considerable amounts of bad soils through this general area, which has affected the Village Hall with abnormal settling and shifting, causing broken floor and baseboard tiles, and seasonal shifting of door openings. Near-term energy saving retrofits at Village Hall (LED lighting, etc.) are estimated to cost \$300,000 and other Village Hall facilities maintenance is expected to cost approximately \$750,000, according to the Village's capital plan.

As evidenced further later in this section (in "h., Inadequate Utilities"), the public utility infrastructure within the RPA is not adequate to support the current and future land use identified by the Village, or to meet more recently adopted requirements of the Metropolitan Water Reclamation District.

Applying the more conservative measurement, Obsolescence applies as a factor to 23 of the 33 Improved Area parcels (70%) without factoring in the Inadequate Utilities criterion. If the lack of sufficient public utility infrastructure is included in the calculation, 100% of the 33 Improved Land parcels are considered to be Obsolete. These parcels are reasonably distributed throughout the RPA, therefore, Obsolescence is considered a qualifying factor.

c. <u>Deterioration</u>. With respect to building defects, including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters, and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling,

potholes, depressions, loose paving material, and weeds protruding through paved surfaces.

**Finding:** Deterioration, as a factor, is present in the RPA. Evidence of deterioration is identified throughout the buildings, particularly in the rear or on the sides of buildings. Signs of deterioration observed repeatedly include: dented or damaged fascia, soffits, gutters or downspouts; loose or missing shingles; wear and tear or dry rot on cornices and other ornamentation; cracked masonry; peeling or missing paint; and worn or damaged window and door frames.

Approximately 85% of the 39 buildings in the RPA are deteriorated. A number of the buildings in the RPA suffer from deferred and/or insufficient maintenance. Given that 39% of the buildings within the RPA are 35 years of age or older (62% of RPA structures are over 30 years of age and 74% are over 25 years old), this is consistent with conditions found in many aging commercial and/or retail areas. The detail on the commercial buildings and the Village Hall provided in the previous section "c., Deterioration" offers more detail on the type of deterioration often suffered in similarly aged structures.

Deterioration was also observed in the roadways, sidewalks, parking lots, pedestrian access ways and other paved areas of the RPA. Evidence of site deterioration includes cracked pavement and/or bumper guards, crumbling asphalt, loose paving material, potholes and depressions.

Deterioration as a factor was found to be present in 33 of the 39 primary buildings (85%) and in 70% of the improved land parcels. In addition, the deteriorated site improvements cited above are present throughout the RPA, making this a contributing factor to blighting conditions, and therefore, this factor applies.

**d.** <u>Presence of structures below minimum code standards</u>. All structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes.

**Finding:** Structures below minimum code standards was not apparent. Therefore, this factor does not apply to the RPA.

**e.** <u>Illegal use of individual structures.</u> The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.

**Finding:** No illegal use of individual structures was apparent. Therefore, this factor does not apply to the RPA.

**f.** Excessive vacancies. The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.

**Finding**: Excessive vacancies, as a factor, occurs in varying degrees within the individual parcels of the RPA, but is substantially present in the RPA as a whole. Excessive vacancies include improved properties that evidence no redundant effort directed toward their occupancy or to correcting their underutilization.

As of the time of the Consultant's survey, while only about 18% of the parcels with buildings have one or more vacant spaces, there are at least 28 unoccupied units within the RPA. Tinley Park Plaza (28-19-100-057) is at least 34-39% unoccupied, depending on the division of units and space. Units within Park Center Plaza (27-24-201-013) are approximately 26% vacant. Further, underutilized spaces, of which there appeared to be a number, especially within Tinley Park Plaza and Park Center Plaza, were not counted. Tenant turnover within these spaces has been significant. There are a number of successful businesses within these centers, which only make the vacancies stand out more starkly, discouraging customer traffic to struggling establishments.

The former Super Kmart site (27-24-202-020) has been vacant since 2016 and is not likely to be occupied without major renovations, but more than likely will need to be demolished due to the length of time it has been vacant, if for no other reason. That parcel is also large and very prominent within the RPA, casting a shadow on surrounding businesses.

Other notable vacancies within the RPA include: the former Applebee's Restaurant (27-24-202-022), vacant since 2013; the former Aldi grocery store (27-24-202-023); and a vacant space next to the current Aldi (27-24-201-014). Structures with excessive vacancies and/or underutilized structures have an adverse effect on the value, safety and desirability of nearby properties.

The six parcels cited above account for 69 acres of space within the RPA, 40% of a total of 174 acres of Improved Land parcels. While not a majority, the size and number of vacancies within the RPA are conspicuous and diminish the value of the property and other businesses at this important commercial center for the Village.

There is a significant presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.

Excessive vacancies, as a factor, is present and reasonably distributed throughout the RPA, and therefore this is considered to be a qualifying factor.

g. Lack of ventilation, light, or sanitary facilities. The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refer to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

**Finding**: Lack of ventilation, light, or sanitary facilities is not apparent. Therefore, this factor does not apply to the RPA.

h. <u>Inadequate utilities</u>. Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the RPA, (ii) deteriorated, antiquated, obsolete, or in disrepair, or (iii) lacking within the RPA.

**Finding:** Inadequate utilities, as a factor, is present throughout the RPA.

The commercial properties along 159th between Harlem Avenue and Oak Park Avenue developed in the early 1970s, as did those in Tinley Park Plaza. Park Center was built in 1988, and the Park Place shopping area (former Super Kmart and north to Sam's Club) was developed in 1995. There is aging water, sanitary, and storm sewer infrastructure throughout the RPA, as well as gaps in the sidewalk network, lacking interior roadway and landscaping, and aging street lighting.

Water, Stormwater, and Sanitary Sewer Systems - The Metropolitan Water Reclamation District of Greater Chicago (MWRD) adopted the Watershed Management Ordinance (WMO) in 2013, effective May 1, 2014. The ordinance requires both detention and volume control of stormwater in Cook County, excluding Chicago, and applies to all communities that are tributary to the MWRD's water reclamation facilities. The purpose of the WMO is to abate the negative impacts of stormwater runoff (e.g., flooding, erosion, water quality impairments, etc.) from new upstream developments or redevelopments. The proposed RPA boundary includes areas of impervious surfaces and does not meet the WMO requirements for off-site detention. These requirements place an extra burden on most developments, and redevelopment sites that may not have sufficient land mass to easily accommodate the on-site compensatory storage requirements are particularly impacted.

There is a Sanitary Sewer lift station directly across from the southeast corner of the Kmart property on the east side of Harlem that is part of the sanitary sewer infrastructure serving this area. This discharges into a force sewer main that the Village is currently rehabilitating after discovering a major failure downstream.

A good portion of the area near Bicentennial Park is a wetlands area and has significant issues with drainage that has resulted in the boardwalk bridge often being submerged and impassible, leading to accelerated deterioration. If the drainage issues cannot be corrected, the path and boardwalk will need to be raised to a higher level to remain accessible and usable. A detention pond (parcel 28-19-300-027) has likely never been dredged. Periodic maintenance should be performed to restore and maintain its intended holding capacities. A walking path network continues around this pond and interconnects with the other area paths. All the walking paths in this area are in need of maintenance.

The Village's near term cost estimates for water main and sanitary sewer infrastructure improvements (lining and replacement of aging utility infrastructure) are \$1,800,000. The maintenance of stormwater infrastructure (lining or replacement of storm sewers) is expected to run at least \$1,000,000. The dredging of retention ponds (between Brementowne Road and

Brementowne Drive and "Park Place Pond"/Kmart) are estimated at \$500,000. The restoration of naturalized wetlands (Bicentennial Park and South of former Kmart) are expected to cost \$1,200,000. These figures are only for improvements included in the Village's current Capital Improvements Plan and do not include other costs likely to be incurred during the 23 year term of the RPA.

Roadways/Streets, Lighting, and Sidewalks – As cited later (under "Section I., Lack of Community Planning"), interior roadways within the various developments in the RPA can be difficult to navigate and need improvements. The Village adopted a "Complete Street" resolution in 2012 toward developing the street system for all modes of transportation and provides street-based linkages between path systems where required. Within the RPA, this would apply to the street along Centennial/163rd Street to Harlem.

The Village has established an LED-based standard for street lighting and is addressing the conversion of lighting in phases throughout the community. Improvements within the RPA to meet the standard will provide for better light coverage, improved monitoring and management, and reduced operating costs, as this area has not yet been addressed.

The installation of sidewalks along 159th Street and Harlem Avenue, both where earlier developments did not provide and for gaps between developments, are required within the RPA. Sidewalks are mandated in most developments today, although they were not at the time the area was developed. The installation of security cameras and other equipment might further improve public safety.

The Village's capital plan includes the following upcoming projects related to these issues:

- Completion of gaps in sidewalk network to address public safety and ability to easily access the commercial centers within the TIF by pedestrians.
  - a. Within TIF \$700,000
  - b. TIF adjacent \$250,000 (with benefit to TIF properties)
- Roadway improvements \$550,000
- Street lighting replacement upgrade lighting to Village LED standards for long term energy and maintenance cost savings – \$200,000
- Walking Path south side of Village Hall property to existing pathways \$300,000
- Resurfacing of walking paths and bridge replacement Bicentennial Park \$900,000

On the whole, inadequate utilities, as a factor, have a significant ill-effect throughout the RPA, and therefore, this factor applies to the area.

i. Excessive land coverage and overcrowding of structures and community facilities. The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety, and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision

for light and air within or around buildings, increased threat of spread of fire due to the close proximity of building, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading and service.

**Finding:** Excessive land coverage is not a factor within the RPA. While some of the outlot buildings appear somewhat crowded onto their sites with further setbacks and room for parking desired, this factor is not sufficiently present throughout the RPA. Therefore, this factor does not apply to the RPA.

**j.** <u>Deleterious land use or layout</u>. The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area.

**Finding**: Deleterious land use or layout was not found to be present to a meaningful extent within the RPA. Therefore, this factor does not apply.

**k.** Environmental clean-up. The proposed RPA has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the RPA.

**Finding:** Within the RPA, there is evidence that parcels have incurred costs for environmental remediation efforts according to the Illinois Environmental Protection Agency (Illinois EPA). In particular, three sites identified by the Illinois EPA Leaking Underground Storage Tank database (Parcels 28-18-301-007, 28-19-100-008, and 28-19-105-003), have incurred remediation costs. Two of these parcels have completed the Illinois EPA's Site Remediation Program requirements. There are currently two tanks on parcel 28-18-301-007 that require further remediation.

Environmental clean-up can only be applied as a factor to a limited extent in 3 of the 33 Improved Land parcels (9%) in the RPA. This factor was not found to be present to a meaningful extent and is not reasonably present throughout the RPA, therefore this factor will not be used as a qualifying factor. However, TIF funds can be used for any necessary environmental problem remediation within the RPA.

Lack of community planning. The proposed RPA was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan, or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning.

**Finding:** The Village of Tinley Park was developed prior to or without the benefit or guidance of a community plan. The first comprehensive plan for the Village was issued in 1973. This factor may be documented by "inadequate street layout" or "other evidence demonstrating an absence of effective community planning".

While most of the current buildings within the RPA were constructed after 1973, this factor is evidenced by the same issues that are cited under the previous factor of "Obsolescence" (see that item for further detail). While "Excessive land coverage" has not been found to be a factor within the RPA, outlot buildings appear somewhat crowded onto some sites, with further setbacks and room for parking desired.

Planning for potential reuses of obsolete and improperly planned properties will need to be addressed with respect to issues such as internal traffic circulation, buffering, parking, etc. The coordination of ingress/egress is impeded by a lack of transitional roads that would separate slower-moving, approaching traffic from continuing, faster-moving traffic driving along 159th Street or Harlem Avenue. Many RPA properties were developed without adequate buffering or barriers between different types of adjacent uses. Sidewalks are lacking throughout the RPA and substantial planning improvements would be needed to make future redevelopment more pedestrian-oriented.

Most of the parcels south of 159th Street and east of Harlem Avenue do not meet the Village's current zoning standards, and many of these also do not comply with the Village's Landscaping and/or Architectural requirements in one way or another.

Lack of community planning was found to be present to a meaningful extent and is reasonably present throughout the RPA as a whole (approximately 30 of 33 parcels, or 90%), therefore this factor applies as a qualifying factor.

m. The total equalized assessed value of the proposed RPA has declined for three (3) of the last five (5) calendar years prior to the year in which the RPA is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the RPA is designated.

Finding: Lagging EAV, as a factor, applies to the improved land parcels of the RPA, specifically:

- a. The total EAV of the parcels has declined for three (3) of the last five (5) calendar years.
- b. The total EAV of the parcels has increased at a rate that was less than the balance of the Village for four (4) of the last five (5) years.
- c. The total EAV of the parcels has increased at an annual rate that is less than the Consumer Price Index for All Urban Consumers for three (3) of the last five (5) calendar years.

Table 1 - EAV Comparison of Parcels for Improved Land

10.400.0\/ED   AND	TAX YEAR						
IMPROVED LAND	2013	2014	2015	2016	2017	2018	
Total EAV of Improved Land in RPA	53,879,160	52,389,246	51,175,463	52,686,340	54,466,448	53,130,235	
Percent Change		-2.77%	-2.32%	2.95%	3.38%	-2.45%	
Total EAV of Improved Land in RPA Has it declined for 3 of last 5 years?		YES	YES	no	no	YES	
Total EAV of Improved Land in RPA	53,879,160	52,389,246	51,175,463	52,686,340	54,466,448	53,130,235	
Percent Change		-2.77%	-2.32%	2.95%	3.38%	-2.45%	
Village Wide EAV	1,398,312,558	1,344,281,964	1,320,218,472	1,368,901,872	1,520,930,314	1,518,072,612	
Balance of Village Wide EAV	1,344,433,398	1,291,892,718	1,269,043,009	1,316,215,532	1,466,463,866	1,464,942,377	
Percent Change		-3.91%	-1.77%	3.72%	11.42%	-0.10%	
Total EAV of Improved Land in RPA Was it LESS than balance of Village for 3 of 5 years?		no	YES	YES	YES	YES	
Total EAV of Improved Land in RPA	53,879,160	52,389,246	51,175,463	52,686,340	54,466,448	53,130,235	
Percent Change		-2.77%	-2.32%	2.95%	3.38%	-2.45%	
СРІ		1.6%	0.1%	1.3%	2.1%	2.4%	
Total EAV of Improved Land in RPA Was is less than the CPI for 3 of last 5 years?		YES	YES	no	no	YES	

All three of the three measurements of EAV indicate that EAV is lagging in the improved land parcels and is reasonably distributed throughout the RPA. Therefore, this criterion applies.

Appendix 2 lists the individual parcels in the RPA and their respective EAV for Tax Year 2018.

#### 2. Vacant Land - Two Factors Test

Under provisions of the Act, there are two tests under which vacant land can be deemed "blighted" by the determination that the sound growth of the RPA is impaired.

Under either set of criteria, each factor found must be (i) present, with that presence documented, to a meaningful extent, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act, and (ii) reasonably distributed throughout the vacant part of the RPA to which it pertains.

The Redevelopment Project Area meets the requirements of Section 11-74.4-3(a) (2) (A), (C), (D) and (F) of the Act for designation as a Blighted Area for Vacant Land (described in detail below), as these criteria are reasonably present and distributed.

The parcels constituting Vacant Land in the RPA are listed in **Appendix 4, Vacant Land Parcels** (PINs) and Eligibility Factors, which also indicates the blocks within the RPA in which the applied

Vacant Land factors are reasonably present. The geographic location of the block numbers are shown on Map 4, Redevelopment Project Area Block Map.

The first test, the "Two Factors Test", requires the presence of two (2) or more of the six (6) factors:

a. Obsolete platting of vacant land that results in parcels of limited or narrow size, or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements, or platting that failed to create rights-of-ways for streets or alleys, or that created inadequate right-of-way widths for streets, alleys, or other, public rights-of-way, or that omitted easements for public utilities.

**Finding:** Obsolete Platting is found to be present in the vacant parcels in the Redevelopment Project Area. Some of the parcels of vacant land are of irregular shape and size and are not compatible with contemporary standards. Properties may need to be vacated, consolidated, and re-subdivided to accommodate future uses or allow for the expansion of existing uses.

Obsolete platting, as a factor, is found in 13 of 19 parcels (69%), and in 3 of 5 blocks (60%), therefore, this factor applies as a qualifying factor.

**Appendix 4** lists the parcels in the RPA in which this factor is reasonably present (3 of 5 blocks, or 60%).

**b.** <u>Diversity of ownership</u> of parcels of vacant land sufficient in number to retard or impede the ability to assemble the land for development.

Finding: Diversity of ownership is present but is not found to be a qualifying factor in the RPA.

According to Cook County property tax records, diversity of ownership can be applied as a factor in at least 7 of 19 vacant parcels, or 37%. (There may actually be more parcels in which this factor applies but tax parcel data was insufficient to confirm.) The Village of Tinley Park and the Tinley Park Park District are two of the owners of vacant parcels. Eliminating the Village and the Park District from the analysis, there are only 5 different owners of 16 parcels (31%) for which property taxes are paid. However, incentives may be necessary to facilitate the sale of these taxable properties for redevelopment.

**c.** <u>Tax and special assessment delinquencies</u> exist, or the property has been the subject of tax sales under the Property Tax Code within the last five (5) years.

**Finding:** Tax and special assessment delinquencies are found to be a qualifying factor. According to Cook County property tax records, there were tax delinquencies and/or tax liens found in 7 of 13 (54%) of the taxable vacant land parcels within the RPA. The Village is currently pursuing the purchase of several of these properties through a "scavenger sale" via the Cook County "No Cash Bid Program", an economic development tool designed to assist municipalities, and other taxing

bodies, in acquiring tax delinquent property for reuse as private development and tax reactivation or for tax exempt municipal use.

Of the taxpaying PINs that are delinquent, 75% have delinquency for each of the past 4 Tax Years. 100% have delinquency in 3 of the 5 Tax Years.

**Appendix 4** lists the parcels in the RPA in which this factor is reasonably present (2 of 5 blocks, or 40%).

**d.** <u>Deterioration of structures or site improvements</u> in neighboring areas adjacent to the vacant land.

**Finding:** Deterioration of structures or site improvements is found to be a qualifying factor in the RPA. At least 33 of 39 structures (85%), impacting 70% of the parcels, in the improved land portion of the RPA exhibit signs of deterioration. As these structures age, deterioration has occurred. Property maintenance in these buildings has not kept pace with the wear and tear that has occurred over time. Some of these deterioration problems include: foundation cracks and/or deteriorated concrete/masonry, roofing, fascia, signage and windows and window frames which require repair or replacement.

In addition to structure deterioration, deterioration was also observed throughout the RPA in the surface areas, parking lots, driveways, streets and sidewalks. **Section II.C.1.c.** of this Plan describes this deterioration.

As mentioned previously, a good portion of the area near Bicentennial Park (including the Vacant Land parcels) is a wetlands area and has significant issues with drainage that has resulted in the boardwalk bridge often being submerged and impassible, leading to accelerated deterioration. If the drainage issues cannot be corrected, the path and boardwalk will need to be raised to a higher level to remain accessible and usable. A detention pond (parcel 28-19-300-027) has likely never been dredged. Periodic maintenance should be performed to restore and maintain its intended holding capacities. A walking path network continues around this pond and interconnects with the other area paths. All the walking paths are in need of maintenance.

Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land can be applied as a factor to 10 of the 19 vacant land parcels (100%), in the RPA.

**Appendix 4** lists the blocks in the RPA in which this factor is reasonably present (5 of 5 blocks, or 100%).

Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the Redevelopment Project Area.

**Finding:** There is no evidence that Vacant Land properties within the RPA have incurred costs for environmental remediation efforts according to either the Illinois Environmental Protection Agency or the United States Environmental Protection Agency. No other environmental studies were provided to or found by the Consultant. Therefore, this factor does not apply.

f. The total equalized assessed value of the proposed Redevelopment Project Area has declined for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated.

**Finding:** Lagging EAV, as a factor, applies to the Vacant Land parcels of the RPA, specifically:

- a. The total EAV of the parcels has increased at a rate that was less than the balance of the Village for three (3) of the last five (5) years.
- b. The total EAV of the parcels has increased at an annual rate that is less than the Consumer Price Index for All Urban Consumers for three (3) of the last five (5) calendar years.

TAX YEAR **VACANT LAND** 2013 2014 2015 2016 2017 2018 Total EAV of Vacant Land in RPA 425,821 404,367 413,990 405,359 426,877 397,095 -2.08% 0.25% -6.98% **Percent Change** 2.38% 5.05% Village Wide EAV 1,398,312,558 1,344,281,964 1,320,218,472 1,368,901,872 1,520,930,314 1,518,072,612 1,319,813,113 1,368,476,051 1,517,675,517 **Balance of Village Wide EAV** 1,397,908,191 1,343,867,974 1,520,503,437 **Percent Change** -3.87% -1.79% 3.69% 11.11% -0.19% Total EAV of Vacant Land in RPA Was it LESS than balance of Village for YES YES **YES** no no 3 of 5 years? Total EAV of Vacant Land in RPA 404,367 413,990 405,359 425,821 426,877 397,095 2.38% -2.08% 5.05% 0.25% -6.98% **Percent Change** CDI 1.6% 0.1% 1.3% 2.1% 2.4% Total EAV of Vacant Land in RPA Was is less than the CPI for 3 of last 5 YES YES YES no no

Table 2 - EAV Comparison of Parcels for Vacant Land

Two of the three measurements of EAV indicate that EAV is lagging in the vacant land parcels and is reasonably distributed throughout the RPA. Therefore, this criterion applies.

Appendix 2 lists the individual parcels in the RPA and their respective EAV for Tax Year 2018.

#### 3. Vacant Land - One Factor Test

The second test, the "One Factor Test", is a finding that at least one (1) of the six (6) factors listed below is present.

The RPA does not qualify under this section of the Act as a Blighted Area for Vacant Land, as described below in further detail:

a. The area consists of one or more unused quarries, mines, or strip mine ponds.

**Finding:** There are no quarries, mines, or strip mine ponds in the RPA. Therefore, this factor does not apply.

b. The area consists of unused rail yards, rail tracks, or rights-of-way.

**Finding:** There are no parcels with used rail yards, rail tracks right-of-way in the RPA. Therefore, this factor does not apply.

c. The area, prior to its designation, is subject to (i) chronic flooding that adversely impacts on real property in the area, as certified by a registered professional engineer or appropriate regulatory agency or (ii) surface water that discharges from all or a part of the area and contributes to flooding within the same watershed, but only if the redevelopment project provides for facilities or improvements to contribute to the alleviation of all or part of the flooding.

**Finding:** There are two parcels within the RPA that are entirely or almost entirely within the Federal Emergency Management Agency's designated Flood Zone AE, 27-24-410-001 and 27-24-410-002. Both of these are Vacant Land parcels and are intended to be stormwater drainage and/or retention sites for nearby improved land parcels. One is a retention pond for the site formerly occupied by the Super Kmart, directly to the north.

While the RPA as a whole has inadequate storm water management utilities and infrastructure, chronic flooding, as a factor, is not reasonably distributed throughout the vacant land area. Therefore, this factor is not counted as a qualifying factor.

d. The area consists of an unused or illegal disposal site containing earth, stone, building debris, or similar materials that were removed from construction, demolition, excavation, or dredge sites.

**Finding:** There was no evidence of unused or illegal disposal sites in the RPA found during the survey of the area or during the course of any research. Therefore, this factor does not apply.

d. Prior to the effective date of the applicable amendatory Act of the 91<sup>st</sup> General
Assembly, the area is not less than fifty (50), nor more than one hundred (100) acres,
and 75% of which is vacant (notwithstanding that the area has been used for
commercial agricultural purposes within five (5) years prior to the designation of the
Redevelopment Project Area), and the area meets at least one of the factors itemized

in paragraph (1) above, the area has been designated as a town or Village center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose.

Finding: This factor does not apply to the RPA.

f. The area qualified as a blighted improved area immediately prior to becoming vacant, unless there has been substantial private investment in the immediately surrounding area.

**Finding:** There is no evidence that the RPA qualified as a blighted improved area prior to becoming vacant. Therefore, this factor does not apply.

#### D. Eligibility of Conservation Area

"Conservation Area" means any improved area within the boundaries of a RPA located within the territorial limits of the municipality in which 50% or more of the structures in the area have an age of 35 years or more. Such an area is not yet a Blighted Area, but because of a combination of three (3) or more of the conservation factors (as outlined in **Section II.C.1** "Blighted Area", "Improved Land" previously in the Plan), it is defined in the Act as detrimental to the public safety, health, morals or welfare. Such an area may become a Blighted Area without intervention.

**Finding:** A review of information provided by the Village of Tinley Park and the Cook County Assessor's data, and confirmed by visual inspection, indicate that not more than 50% of the structures in the Redevelopment Project Area are 35 years of age or older. Therefore, while the RPA does meet more than three (3) of the conservation factors, the area cannot be qualified as a Conservation Area.

## E. Eligibility of an Industrial Park Conservation Area

"Industrial Park Conservation Area" means an area within the boundaries of a RPA located within the territorial limits of a municipality that is a labor surplus municipality or within 1½ miles of the territorial limits of a municipality that is a labor surplus area if the area is annexed to the municipality; which area is zoned industrial no later than at the time the municipality by ordinance designates the RPA, and which area includes both vacant land suitable for use as an industrial park and a Blighted Area or conservation area contiguous to such vacant land.

Finding: The RPA does not qualify as an Industrial Park Conservation Area.

## F. Eligibility Conclusions

This Plan concludes that the 159th and Harlem RPA is eligible for TIF designation as a Blighted Area for both Improved Land and Vacant Land. The use of TIF is required to stimulate investment and eliminate the conditions that have caused the RPA to be considered a Blighted Area.

The Improved Land in the RPA meets the requirements of 11.74.4-3(a) (1) (B), (C), (F), (H), (L) and (M) of the Act for designation as a "Blighted Area", as these criteria are reasonably present and

distributed. For Improved Land designation as a Blighted Area five (5) criteria are to be met, and in this case six (6) criteria have been met.

For Improved Land within the RPA, the following six (6) Blighted Area eligibility factors apply:

- Obsolescence
- Deterioration
- Excessive Vacancies
- Inadequate Utilities
- Lack of Community Planning
- Lagging Equalized Assessed Value

The Vacant Land portion of the RPA is also eligible for designation as a "Blighted Area". For designation as a Blighted Area for vacant land, there are two sections of the Act under which vacant land can be determined to be blighted. Two or more of the criteria in one section are required to be met. In the other section, one or more of the criteria is required to be met. In this case, the vacant land meets the requirements for the first section of the Act.

The Redevelopment Project Area meets the requirements of Section 11-74.4-3(a) (2) (A), (C), (D) and (F) of the Act. In this section of the Act, two (2) criteria are required for designation of vacant land as a Blighted Area.

For Vacant Land within the RPA, the following four (4) Blighted Area eligibility factors apply:

- Obsolete Platting
- Tax sale and special assessment delinquencies
- Deterioration of structures or site improvements in neighboring or adjacent areas
- Lagging Equalized Assessed Value

The parcels constituting Improved Land in the Redevelopment Project Area are listed in **Appendix**3. The parcels constituting Vacant Land in the Redevelopment Project Area are listed in **Appendix**4.

There must be a reasonable presence of and distribution of these factors in the RPA, as stated in the Act. These factors are not required to be present in every parcel. The above factors are distributed throughout the RPA and are present to a meaningful extent such that a local governing body may reasonably find that the factors are clearly present within the intent of the Act. **Appendix 3 and Appendix 4** contain the results of various research, field surveys, and analysis of existing conditions in the RPA, which demonstrates that the above criteria are present to a meaningful extent and distributed throughout the RPA.

The RPA is approximately 252 acres, more than the minimum 1½ acres required by the Act. Only those contiguous parcels of real property that are expected to benefit substantially from the proposed Redevelopment Plan and Project improvements are included in the RPA.

The RPA as a whole is adversely impacted by the presence of blighting factors, which are detrimental to the health, safety, morals or welfare of the public, and these factors are reasonably distributed throughout the RPA. These factors go beyond normal development needs, and to reduce and eliminate the blighted conditions, TIF funds will be necessary to finance redevelopment activities.

In addition, the RPA has not been subject to sound growth and development through investment by private enterprise and the RPA would not reasonably be anticipated to be developed without TIF assistance.

## III. Redevelopment Plan

This Redevelopment Plan and Project is intended to identify the tools for the Village to use to support improvements and activities that facilitate the redevelopment of the RPA. The goal of the Village, through the implementation of this Redevelopment Plan, is that the RPA be developed to the extent possible in accordance with the Village's Comprehensive Plan and other recent area plans. For this to occur, the Village must foster private investment in the RPA through the strategic leveraging of public funds such as TIF.

Successful implementation of the Redevelopment Plan and Project requires that the Village utilize Incremental Property Taxes in accordance with the Act and work cooperatively with the private sector and local governmental agencies. TIF provides a means for the Village to participate in mutually beneficial public-private partnerships. By means of public investment through the TIF, the RPA will become an environment that will attract private investment.

The goal, objectives and implementation strategies included in this Plan provide a framework to guide the decisions and activities that will be undertaken to facilitate the revitalization of the RPA. These objectives and implementation strategies generally reflect existing Village policies affecting all or portions of the RPA as identified in the entitled *Tinley Park*, *Illinois*, *Comprehensive Plan*, 2000 as well as other plans and studies previously undertaken for the area. TIF will provide a financing tool to facilitate the realization of the objectives of these earlier planning documents.

#### A. Goal

The overarching goal of this Redevelopment Plan and Project is to reduce or eliminate the conditions that qualify the RPA as a "Blighted Area" and to redevelop the 159th and Harlem RPA with commercial, office/restricted industrial, and government/open space uses. To that end, this Redevelopment Plan and Project will provide a comprehensive strategy and guidance for supporting public and private investment to encourage and facilitate redevelopment. The following sections outline the objectives and implementation strategies envisioned to achieve the goal and provide a framework for guiding decisions during the implementation of this Redevelopment Plan.

## B. Redevelopment Objectives

To achieve the overarching goal of the Redevelopment Plan and Project, the following objectives have been identified:

- 1. Retain and promote existing businesses, support expansion needs, and facilitate recruitment of new businesses.
- 2. Encourage private investment to facilitate rehabilitation and/or new construction of the existing buildings to encourage a high-quality appearance and design standard.

- 3. Provide the necessary public infrastructure improvement to service the RPA and create an environment that will induce private investment. Public infrastructure includes, but is not limited to water/sewer, streets, rights-of-way, sidewalks, wayfinding, parking, electricity and gas, and internet/technology.
- 4. Assemble land into parcels of sufficient shape and size for disposition and redevelopment in accordance with this Redevelopment Plan and contemporary development needs and standards.
- 5. Develop vacant parcels where appropriate and possible.
- 6. Create employment opportunities for the community and surrounding area.
- 7. Maintain the RPA in support of the goals and objectives of other overlapping plans, including, but not limited to, the Village's Comprehensive Plan and Economic Development Strategic Plan.
- 8. Coordinate design within the Redevelopment Project Area.
- 9. Encourage design standards that integrate pedestrian-oriented walkways into the currently auto-oriented commercial areas.
- 10. Support beautification efforts through landscaping, community gateway improvements and enforcement of ordinances.
- 11. Provide adequate parking and loading facilities.

## C. Redevelopment Program Implementation and Strategies

The Village proposes to achieve the redevelopment goal and objectives of this Redevelopment Plan for the RPA through public financing techniques including, but not limited to, tax increment financing and by utilizing such financing techniques to implement the following specific and integrated strategies:

#### 1. Support the Planning and Due Diligence Efforts Required for Underutilized Sites

The Village may undertake or engage professional consultants, engineers, architects, attorneys, etc. to conduct various analyses, studies, surveys, administration or legal services to establish, implement and manage the Redevelopment Plan.

#### 2. Facilitate Property Assembly, Demolition, and Site Preparation

The Village may acquire and assemble land for the purpose of development and redevelopment of vacant and underutilized sites. Such properties may be acquired by purchase, exchange, or long-term lease by private developers or the Village for new development. The Village may purchase or write down the purchase of land. Should it be necessary, the Village may use the power of eminent domain, as authorized by the Act, to obtain land necessary to achieve the objectives of the Redevelopment Plan and the Redevelopment Project except as to any existing occupied residential dwelling

units. The Village may also assist in the preparation of land to include demolition, environmental remediation and flood mitigation. In addition, the Village may require written redevelopment agreements with developers before acquitting any properties and may enter into development and redevelopment agreements with private or public entities for the furtherance of this Redevelopment Plan.

#### 3. Implement Public Works or Improvements

The Village may provide public works and improvements that are necessary to service the RPA in accordance with the Redevelopment Plan. Public works and improvements may include, but are not limited to, the following:

- Certain infrastructure improvements, in connection with and adjacent to the RPA, may be necessary to advance the goals and objectives of this Redevelopment Plan. It is expected that streets, sidewalks, utilities (including, but not limited to, water/sewer, storm water, and any electrical or data upgrades needed to accommodate current technology), and parking improvements will be part of any redevelopment activity.
- Landscape/buffer improvements, street lighting and general beautification improvements may be provided.

#### 4. Encourage Private Sector Activities

Engaging in written redevelopment agreements or supporting public-private partnerships, the Village may provide financial and other assistance to encourage the private sector, including local businesses and property owners, to invest in activities and improvements that support the goal and objectives of this Redevelopment Plan and Project. Financial assistance for job training of those working within the RPA may be provided by the Village to further encourage economic development through private investment in new development and enterprise and/or expansion of an existing business.

#### 5. Construct, Acquire, Renovate or Rehabilitate Public Facilities

Funds may be provided to pay costs related to the construction of qualifying public facilities and improvements, to acquire existing structures for use as public facilities, and to renovate or rehabilitate existing structures for public use as permitted under the Act.

## IV. Estimated Redevelopment Project Costs

A wide range of redevelopment activities and improvements will be required to implement the Redevelopment Plan. The eligible cost activities and improvements are summarized below. To the extent that obligations are issued to pay for such Redevelopment Project Costs prior to, and in anticipation of, the adoption of TIF and designation of the RPA, the Village may directly pay or be reimbursed from Incremental Property Taxes for such Redevelopment Project Costs to their fullest extent. These costs are subject to prevailing market conditions and are in addition to total Redevelopment Project Costs.

Total Redevelopment Project Costs, as described in this Redevelopment Plan and Project are intended to provide an upper estimate of expenditures and do not commit the Village to undertake any Redevelopment Project.

While all of the costs in the budget are eligible Redevelopment Project Costs under the Act and this Redevelopment Plan, inclusion herein does not commit the Village to finance all of these costs with TIF funds.

- 1. Costs of studies, surveys, development of plans and specifications, implementation and administration (annual administrative costs shall not include general overhead or administrative costs of the municipality that would still have been incurred by the municipality if the municipality had not designated a Redevelopment Project Area or approved a Redevelopment Plan) of the Redevelopment Plan including, but not limited to, staff and professional service costs for architectural, engineering, legal, financial, planning or other services, as provided for by 65 ILCS 5/11-74.4-3(q)(1–1.5).
- 2. Costs of marketing sites within the Redevelopment Project Area to prospective businesses, developers, and investors, as provided for by 65 ILCS 5/11-74.4-3(q)(1.6).
- 3. Property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights or interests herein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to, parking lots and other concrete or asphalt barriers, and the clearing and grading of land, as provided for by 65 ILCS 5/11-74.4-3(q)(2).
- 4. Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and the cost of replacing an existing public building if pursuant to the implementation of a Redevelopment Project, the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification, as provided for by 65 ILCS 5/11-74.4-3(q)(3).

- 5. Costs of the construction of public works or improvements, including any direct or indirect costs relating to Green Globes or LEED certified construction elements or constructions elements with an equivalent certification, subject to the limitations in Section 11-74.4-3(q)(4) of the Act; as provided for by 65 ILCS 5/11-74.4-3(q)(4).
- 6. Costs of job training and retraining projects, including the cost of "welfare to work" programs implemented by businesses located within the Redevelopment Project Area, as provided for by 65 ILCS 5/11-74.4-3(q)(5).
- 7. Financing costs, including, but not limited to, all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations including interest accruing during the estimated period of construction of the Redevelopment Project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto, as provided for by 65 ILCS 5/11-74.4-3(q)(6).
- 8. To the extent the municipality by written agreement, accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the Redevelopment Project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan and Project (impacts such as those on the municipality may be addressed through these funds), as provided for by 65 ILCS 5/11-74.4-3(q)(7).
- 9. Relocation costs to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or State law or in order to satisfy subparagraph (7) of subsection (n) of Section 11-74.4-3 of the Act, as provided for by 65 ILCS 5/11-74.4-3(q)(8).
- 10. Payment in lieu of taxes, as provided for by 65 ILCS 5/11-74.4-3(q)(9).
- 11. Costs of job training, retraining, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in a RPA; and (ii) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the program to be undertaken, including, but not limited to, the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code, as provided for by 65 ILCS 5/11-74.4-3(q)(10).

- 12. Interest cost incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project, as provided for by 65 ILCS 5/11-74.4-3(q)(11).
  - a) such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;
  - b) such payments in any one year may not exceed 30 percent of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
  - c) if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this provision, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
  - d) the total of such interest payments paid pursuant to the Act may not exceed 30 percent of the total: (i) cost paid or incurred by the redeveloper for such redevelopment project; (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by the municipality pursuant to the Act;
  - e) up to 75 percent of the interest cost incurred by a redeveloper for the financing of rehabilitated or new housing for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act;
  - f) Instead of the eligible costs provided for in (m) 2, 4 and 5 above, the municipality may pay up to 50 percent of the cost of construction, renovation and/or rehabilitation of all low- and very low-income housing units (for ownership or rental) as defined in Section 3 of the Illinois Affordable Housing Act. If the units are part of a residential redevelopment project that includes units not affordable to low- and very low-income households, only the low- and very low-income units shall be eligible for benefits under the Act.
- 13. Contributions to Schools as required by the Act for an increased student population as a result of TIF Projects, as provided for by 65 ILCS 5/11-74.4-3(q)(7.5).
- 14. Contributions to Library as required by the Act for an increased library population as the result of TIF Projects, as provided for by 65 ILCS 5/11-74.4-3(q)(7.7).
- 15. Construction Costs for Affordable Housing, as provided for by 65 ILCS 5/11- 74.4- 3(q)(11 and 11.5).
- 16. Contributions to/incremental revenues transferred to contiguous RPAs, as provided for by 65 ILCS 5/11-74.4-4(q).

- 17. Unless explicitly provided in the Act, the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost, as provided for by 65 ILCS 5/11-74.4-3(q)(12).
- 18. If a special service area has been established pursuant to the Special Service Area Tax Act, 35 ILCS 235/0.01 et seq., then any tax increment revenues derived from the tax imposed pursuant to the Special Service Area Tax Act may be used within the Project Area for the purposes permitted by the Special Service Area Tax Act as well as the purposes permitted by the Act.

(See notes below Table 3 for additional information regarding Redevelopment Project Costs.)

Table 3 - Estimated Redevelopment Project Costs

	Project/Improvement Category	Estimated Project Costs
1.	Administrative Costs (incl. studies, surveys, etc.)	\$ 2,000,000
2.	Site Marketing Costs	\$ 500,000
3.	Property Assembly Costs	\$ 15,000,000
4.	Costs of Building Rehabilitation, Repair or Remodeling	\$ 30,000,000
5.	Costs of Construction or Improvements of Public Works	\$ 35,000,000
6.	Costs of Job Training (Businesses)	\$ 300,000
7.	Financing Costs	\$ 15,000,000
8.	Taxing District Capital Costs	\$ 5,000,000
9.	Relocation Costs	\$ 4,000,000
10.	Payments in Lieu of Taxes	\$ 5,000,000
11.	Costs of Job Training (Community College)	\$ 300,000
12.	Interest Costs (Developer or Property Owner)	\$ 7,000,000
13.	School District Increased Costs	\$ 200,000
14.	Construction Costs for Affordable Housing	\$ 1,000,000
15.	Transfer to contiguous TIF District(s)	\$ 750,000

#### Total Estimated Redevelopment Project Costs (see notes)

\$121,050,000

#### Notes regarding Estimated Redevelopment Project Costs:

- a. All costs are in 2020 dollars and may be increased by up to five percent (5%) after annual adjustments for inflation (as reflected in the Consumer Price Index (CPI) for all Urban Consumers in U.S. Cities, published by the U.S. Department of Labor) from the date the plan was adopted, as allowed by the Act.
- b. Private redevelopment costs and investment are in addition to the above.
- c. To the extent permitted by law, the Village reserves the right to adjust and transfer estimated amounts within the Total Estimated Redevelopment Project Costs among the categories of eligible Estimated Redevelopment Project Costs set forth therein, provided any such adjustment or transfer shall not increase the Total Estimated Redevelopment Project Costs, other than as otherwise provided in these notes.
- d. Certain infrastructure work in connection with and appurtenant to the RPA can be undertaken under the Act.
- e. Total estimated budgeted costs exclude any additional financing costs, including interest expense, capitalized interest, and any and all closing costs associated with any obligations issued, which shall be in addition to the Total Redevelopment Project Costs.
- f. In the case where a private individual or entity received benefits under the Act for the purpose of originating, locating, maintaining, rehabilitating, or expanding a business facility abandons or relocates its facility in violation of a redevelopment agreement, the Village reserves the right to collect reimbursement for funds extended in accordance with the Act.

- g. Including all categories of costs permitted under 65 ILCS 5/11-74.4-3(q) (1), (1.5), (1.6), (2), (3), (4), (5), (6), (7), (7.5), (7.7), (8), (9), (10), (11), and 65 ILCS 5/11-74.4-4(q).
- h. Unless explicitly stated herein the costs of construction of new privately-owned buildings shall not be an eligible redevelopment project cost.
- i. None of the redevelopment project costs enumerated above shall be eligible redevelopment project costs if those costs would provide direct financial support to a retail entity initiating operations in the RPA while terminating operations at another Illinois location within 10 miles of the RPA but outside the boundaries of the Village. See 65 ILCS 5/11-74.4-3(q) (13).

The Village may pay directly or reimburse developers who incur Redevelopment Project Costs authorized by a redevelopment agreement.

The Village reserves the right to utilize revenues received under the Tax Increment Allocation Redevelopment Act for eligible costs from one RPA in another RPA that is either contiguous to, or is separated only by a public right-of-way from, the RPA from which the revenues are received.

It is anticipated that the Village may choose to stage Village expenditures for Redevelopment Project Costs on a reasonable and proportional basis to coincide with Redevelopment Project expenditures by private developers and the receipt of revenues from the Redevelopment Projects.

## V. Agreement with Comprehensive Plan

The RPA should be redeveloped primarily in a planned and cohesive manner providing sites for primarily commercial/retail, office/restricted industrial, and government/open space land uses. Future land uses should be arranged and located to minimize conflicts between neighboring land use activities. The intent of this Redevelopment Plan is also to enhance and support the existing, viable uses in the RPA by providing opportunities for financial assistance for revitalization of existing improvements and infrastructure and new development where appropriate.

The Goals and Objectives of the Redevelopment Plan conform to the comprehensive plan of the municipality. The comprehensive plan of the Village is entitled *Tinley Park, Illinois, Comprehensive Plan, 2000*.

The following select "Goals, Objectives and Policies" as stated in the Comprehensive Plan (pages 8 - 11) are reflected in the goals, objectives, and implementation strategies in this Redevelopment Plan:

#### **Land Use**

- Control residential density as well as industrial and commercial land allocations in line with infrastructure and service facility development
  - Maintain balance among residential, commercial, office, cultural, industrial, and open space land allocations.
  - Provide land for industrial uses that are not intrusive on residential areas.
  - Require strict adherence to state and local environmental performance standards.
  - Encourage the continuous improvement of parks and the recreation system.

#### Transportation

- Provide a safe, efficient and balanced transportation system
  - Improve the system of thoroughfares to move people quickly, economically and conveniently.
  - Improve the system of minor roads to serve all areas of traffic generation.
  - Create safe and attractive bike and pedestrian ways within town and the forest preserves.
  - Improve the METRA Commuter Rail and the PACE Bus transportation system for the Tinley Park planning area.

#### **Public Lands, Places and Structures**

- Provide the Community with facilitiies that are safe, efficient and well located.
  - Plan and purchase locations for future municipal facilities as early as possible to achieve investment economies and proper planning.

 Plan facilities to provide sufficient capacities needed to accommodate long-term needs.

#### **Appearance**

- Enhance the appearance of the access points to the village, the major thoroughfares and the central business district.
  - Improve the architectural facades of buildings on the thoroughfares leading to, and in the central business district.
  - Landscape the thoroughfares and the central business district.
  - Develop and implement a uniform street furniture design and street scape plan for the thoroughfares and the central business district.

#### **Economic Development**

- Encourage business investment and increase employment opportunities in a variety of businesses and industries.
  - Encourage steady growth of business and commercial activities in balance with anticipated population growth.
  - Maintain and develop the Central Business District.
  - Encourage controlled growth of small business, light industry and office uses in order to diversify and strengthen the tax base and provide employment.
  - Provide sites and locations for growing businesses to remain in Tinley Park.
- In order to attract new business and industry, efforts are concentrated on the following areas: (1) retention of existing business and industry; (2) maintaining and improving public facilities; (3) providing tax abatement programs and other incentives to attract new prospects; (4) marketing.

#### **Public Places and Utilities**

- Develop municipal facilities and services that economically and adequately service existing and anticipated growth.
  - Eliminate or reduce flooding hazards and install retention/detention areas where possible.
  - Require new developments to pay for capital improvements necessary to serve the new developments.
  - Plan and estimate costs for infrastructure necessary for new development, and require the new development to pay for those improvements.

#### **Intergovernmental Cooperation**

- Continue and/or establish positive working relationships with all units of local, state and federal governments.
  - Establish effective communication with all units of government, utilizing those resources available from other government to further the goals and objectives of the community.

The Village's Future Land Use Map, as shown in Map 3 of this Redevelopment Plan, shows properties in the Redevelopment Project Area as being designated for commercial, office/restricted industrial, government/schools/open space/institution, and water features uses.

The Village's Comprehensive Plan goals and Future Land Uses generally correspond to the land uses and goals outlined in this Redevelopment Plan, as well as with the goals and objectives for the parcels within the RPA according to the Village's *Economic Development Strategic Plan, 2019*, written by the Village's Economic and Commercial Commission (ECC). The Economic Development Strategic Plan states that "local economic development requires ongoing efforts and flexibility to adapt and respond to regional, national, and global changes." The Economic Development Strategic Plan notes three main goals for the Village: Resource Development, Business Development, and Prospect Development, and details objectives for each of these. More specifically, Strategy #3, "159th Harlem Retail", notes an objective to "sell Tinley" and assigns the Economic Development Department of the Village to "work with brokers to recruit tenants to fill vacancies." The plan further states: "Retail is one of Tinley Park's main economic drivers. The Harlem retail corridor south of 159th has suffered higher than normal vacancy rates due to Kmart's closure. The ECC recommends working with brokers and retail site selectors to recruit retailers to the corridor."

In summary, the above statements and objectives in the Village's Comprehensive Plan, and within other Village planning and development documents, and the land uses identified in the Village's Future Land Use Map reflect the goals and land uses in this Redevelopment Plan.

## VI. Redevelopment Project Certifications and Findings

This section reviews the Redevelopment Plan and provides appropriate responses to certifications and findings required in the Act.

#### Certifications

For each of the certifications below, the Act requires "each Redevelopment Plan shall set forth in writing the program to be undertaken to accomplish the objectives and shall include but not be limited to:..."

### A. Redevelopment Project Costs

The Redevelopment Project Costs are detailed in **Section IV. Estimated Redevelopment Project Costs**.

### B. Lack of Growth and Development

As described in **Section II**, the RPA as a whole is adversely impacted by the presence of numerous factors, and these factors are reasonably distributed throughout the RPA. The RPA on the whole has not been subject to growth and development through investment by private enterprise. The lack of private investment is evidenced by continued existence of the factors referenced above and the lack of new development projects initiated or completed within the RPA.

The lack of growth and investment by the private sector in the Redevelopment Project Area is evidenced by the existence of blighting area factors including and not limited to the following:

- Underutilized and vacant parcels
- Economic and functional obsolescence in buildings and parcels
- Deterioration of structures
- Non-conforming land use
- Lack of public infrastructure and services
- Declining EAV

It is clear from the study of this area that private investment in revitalization and redevelopment has not occurred to overcome the blighting area conditions that currently exist. The RPA is not reasonably expected to be developed without the efforts and leadership of the Village, including the adoption of the Redevelopment Plan and Project.

## C. Financial Impacts on Taxing Districts

Redevelopment within the RPA may result in additional demands on services provided by taxing districts. At this time, no special programs or projects are proposed that would result in an increased demand for services or capital improvements by any other taxing districts.

The Village intends to monitor development in the RPA, and in cooperation with the other taxing districts, will endeavor to ensure that any increased needs that may arise as a result of a particular development are addressed. The nature of the redevelopment that is anticipated in the area as a result of this Redevelopment Plan and Project consists primarily of renovation and rehabilitation, or replacement, of existing buildings, redevelopment of underutilized properties, and infrastructure improvements.

While redevelopment activities may have some impact on other taxing districts, no significant impacts are anticipated. Should service needs increase as a result of redevelopment activity, the Village will work with the impacted district(s) to determine which programs are necessary to provide adequate services, if any.

The following entities currently levy taxes on properties located within the RPA:

- Cook County
- Cook County Consolidated Elections
- Cook County Forest Preserve District
- Metropolitan Water Reclamation District of Greater Chicago
- South Cook County Mosquito Abatement District
- Moraine Valley Community College District 524
- South Suburban Community College District 510
- Consolidated High School District 230
- Community High School District 228
- Community Consolidated School District 146
- Bremen Township
- Bremen Township General Assistance
- Bremen Township Road & Bridge
- Orland Township
- Orland Township General Assistance
- Orland Township Road & Bridge
- Tinley Park Park District
- Village of Tinley Park
- (Tinley Park Public Library ) Village of Tinley Park Library Fund
- Village of Tinley Park Special Service Area No. 3

## D. Sources of Funds to Pay Costs

The Incremental Property Taxes are expected to be a principal source of funds to pay Redevelopment Project Costs and secure municipal general and revenue obligations issued for that purpose. Funds may also be derived from Incremental Property Taxes from contiguous RPAs. The Village may pledge as payment additional revenues including revenues from the Redevelopment Project, municipal property taxes or other revenue sources, and bonds backed by the general obligation of the municipality. In addition, the Village may utilize state and federal

grants. Finally, the Village may permit the utilization of guarantees, deposits, and other forms of security made available by private sector developers.

#### E. Nature and Term of Obligations

The Village may issue obligations secured by or payable from Incremental Property Taxes pursuant to the Act. To enhance the security of such municipal obligations, the Village may pledge its full faith and credit through the issuance of general obligation bonds. Additionally, the Village may provide other legally permissible credit enhancements to any obligations issued pursuant to the Act. All obligations issued by the Village pursuant to this Redevelopment Plan and the Act shall be retired by the end of the 24<sup>th</sup> year after the year of adoption of the initial ordinances approving the RPA and Redevelopment Plan and Project.

In addition to paying Redevelopment Project Costs, Incremental Property Taxes may be used for the scheduled retirement of obligations, mandatory or optional redemptions, establishment of debt service reserves and bond sinking funds, and any other lawful purpose. To the extent that Incremental Property Taxes are not needed for these purposes, any excess Incremental Property Taxes may then become available for distribution annually to taxing districts within the RPA in the manner provided by the Act.

The scheduled final maturity date of any financial obligation may not exceed 20 years from the date of issuance. One or more series of obligations may be issued to implement the Redevelopment Plan for the RPA. Subsequent obligations, if any, may be issued as junior lien obligations or as parity obligations.

## F. Recent Equalized Assessed Valuation

The purpose of identifying the most recent EAV of the Project Area is to provide an estimate of the initial EAV which the Cook County Clerk will certify for the purpose of annually calculating the incremental EAV and incremental property taxes of the Redevelopment Project Area. The 2018 EAV of all taxable parcels in the Redevelopment Project Area is approximately \$53,527,332. This total EAV amount, by PIN, is summarized in **Appendix 2.** 

The EAV is subject to verification by the Cook County Clerk. After verification, the final figure shall be certified by the Cook County Clerk and shall become the Certified Initial EAV from which all incremental property taxes in the Redevelopment Project Area will be calculated by Cook County. The Plan has utilized the EAVs for the 2018 tax year.

## G. Estimate as to the Equalized Assessed Valuation

The estimated EAV of real property within the RPA, by tax year 2043 (collection year 2044), is anticipated to be between \$115,000,000 and \$145,000,000. The estimates are based on several key assumptions including the following: (1) the most recent State Multiplier of 1.000 applied to 2018 assessed values will remain unchanged; (2) for the duration of the RPA, the tax rate for the entire area is assumed to be the same and will remain unchanged from the 2018 level; and (3)

growth from reassessments of existing properties in the RPA will be at a rate of 1% per year with a reassessment every three years. The estimate for the higher end of the range includes the prior assumptions and includes projections based on increased EAV that may result from estimated redevelopment activity within the RPA over a 23-year period. Anticipated future development includes but is not limited to, commercial/retail, office/restricted industrial, government/open space and mixed uses. Depending on the actual redevelopment that occurs, the EAV may be realized at a higher or lower amount than indicated in the range above.

## H. Commitment to Fair Employment Practices/Affirmative Action Plan

The Village is committed to and will affirmatively implement the assurance of equal opportunity in all personnel and employment actions with respect to this Redevelopment Plan and the Redevelopment Project. This includes, but is not limited to: hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, etc. without regard to any non-merit factor, including race, national origin, color, religion, sex, sexual orientation, gender identity, disability (physical or mental), age, status as a parent, or genetic information.

In order to implement this principle for this Redevelopment Plan, the Village shall require and promote equal employment practices and affirmative action on the part of itself and its contractors and vendors. In particular, parties engaged by the Village shall be required to agree to the principles set forth in this section.

## I. Industrial Park Conservation Redevelopment Project Area

This Redevelopment Plan does not concern an Industrial Park Conservation RPA.

## J. Annexation of Property

All of the property within the RPA is annexed to the municipality or shall be prior to the adoption of the RPA and Redevelopment Plan and Project.

## K. Estimated Date of Completion

The Act sets the latest date as December 31st of the 24th year after the year in which the ordinance approving the Redevelopment Project Area is approved. The Redevelopment Project is to be completed and all obligations issued to finance Redevelopment Project Costs are to be retired by December 31, 2045, assuming this Redevelopment Plan and Redevelopment Project is adopted in 2020.

#### L. Incremental Tax Revenue

Based on the historical lack of private investment without assistance and the documented problems in the RPA, the Village finds that the RPA would not reasonably be developed "but for" the use of incremental tax revenue. This is also noted previously in this section under **Redevelopment Project Certification B**.

#### **Findings**

For each of the findings below, the Act requires "each Redevelopment Plan shall set forth in writing the program to be undertaken to accomplish the objectives and shall include but not be limited to:..."

The Village makes the following findings as described in the Act:

#### Use of Incremental Tax Revenues

The Village hereby certifies that incremental revenues will be exclusively utilized for the development of the RPA or in a contiguous RPA as allowed by the Act. Certain infrastructure work in connection with and appurtenant to the RPA can be undertaken under the Act. Incremental Property Taxes will be used according to the total estimated budget costs and as set forth in this Plan for the development of the RPA.

## 2. Housing Impact Study, Relocation and Displacement

There are currently fewer than ten residential units in the RPA. The Village hereby certifies that this Redevelopment Plan and Redevelopment Project will not result in the displacement of residents from ten (10) or more inhabited residential units. Therefore, a housing impact study and a relocation plan is not required as a part of this Plan.

## 3. Contiguous Parcels of Real Property and Improvements

The boundary map of the RPA is **Map 1** and is made part of this document by reference hereto. It illustrates that all parcels in the RPA are contiguous.

The RPA was found to qualify as a Blighted Area according to the Act. The Redevelopment Plan Program (Section III. C. of this document) and Redevelopment Project Costs Section IV are specifically geared to remediation of Blighted Area factors. Therefore, the Village finds that the area will substantially benefit from the proposed Redevelopment Project investment in infrastructure and facilities.

#### 4. Land Use Restrictions

The Redevelopment Plan does not include the development of vacant land: (i) with a golf course, or; (ii) designated as public land for "outdoor recreational activities" or for nature preserves used for those purposes within five years prior to the adoption of the Redevelopment Plan.

#### 5. Historic Resource

This Redevelopment Plan hereby certifies that Redevelopment Project Costs relating to the demolition, removal, or substantial modification of historic resources, if present, will be utilized in conformance with the Act. There are no historic resources, as defined by the Act, currently existing within this RPA, and therefore, this section does not currently apply, nor is it expected to apply to this Redevelopment Plan and Redevelopment Project during its term.

# 6. Regional Transportation Authority STAR

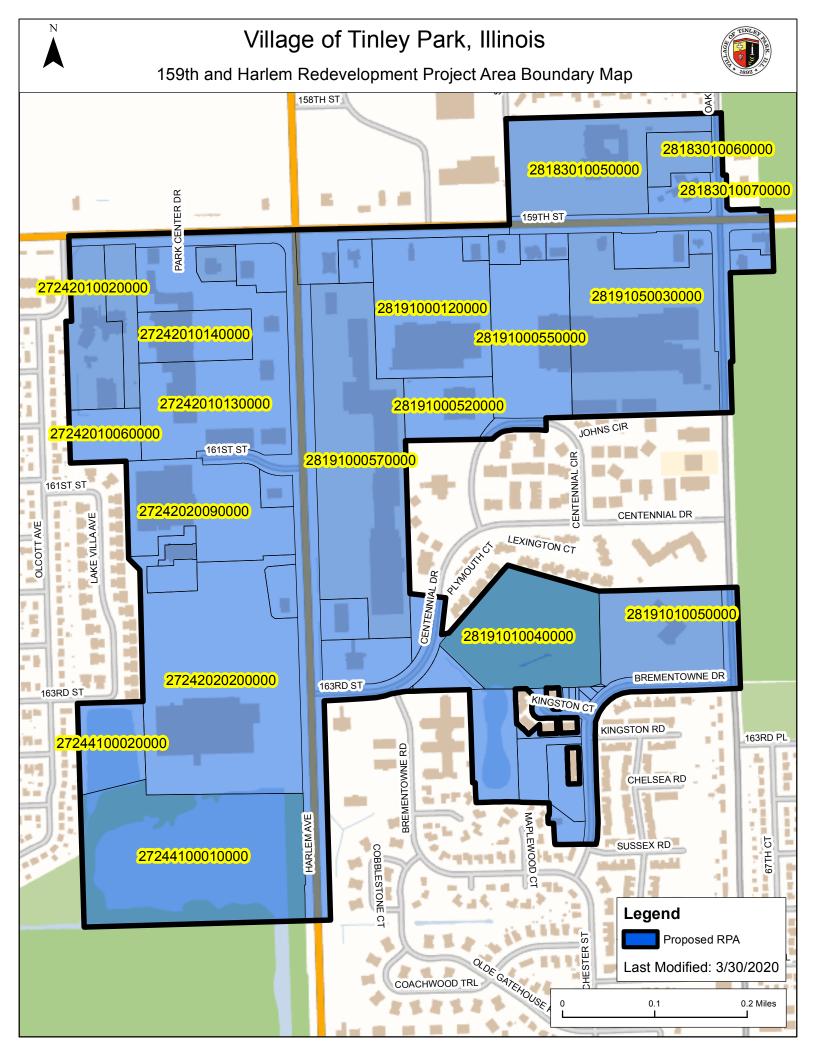
This Redevelopment Plan hereby certifies that no part of the proposed RPA is within one-half mile of an existing or proposed Regional Transportation Authority STAR line station.

# VII.Provisions for Amending the Redevelopment Plan and Project

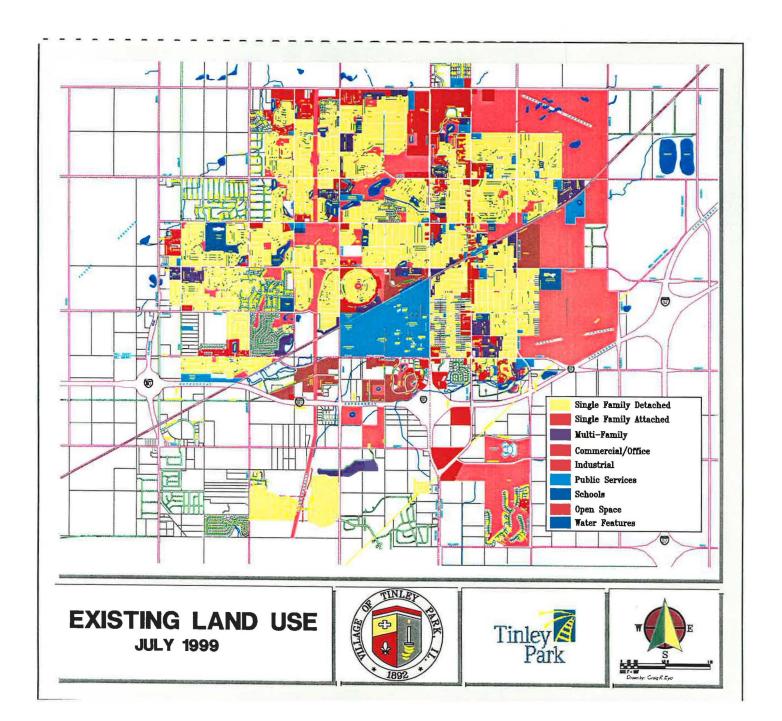
This Redevelopment Plan and Project may be amended pursuant to the Act.

# Maps

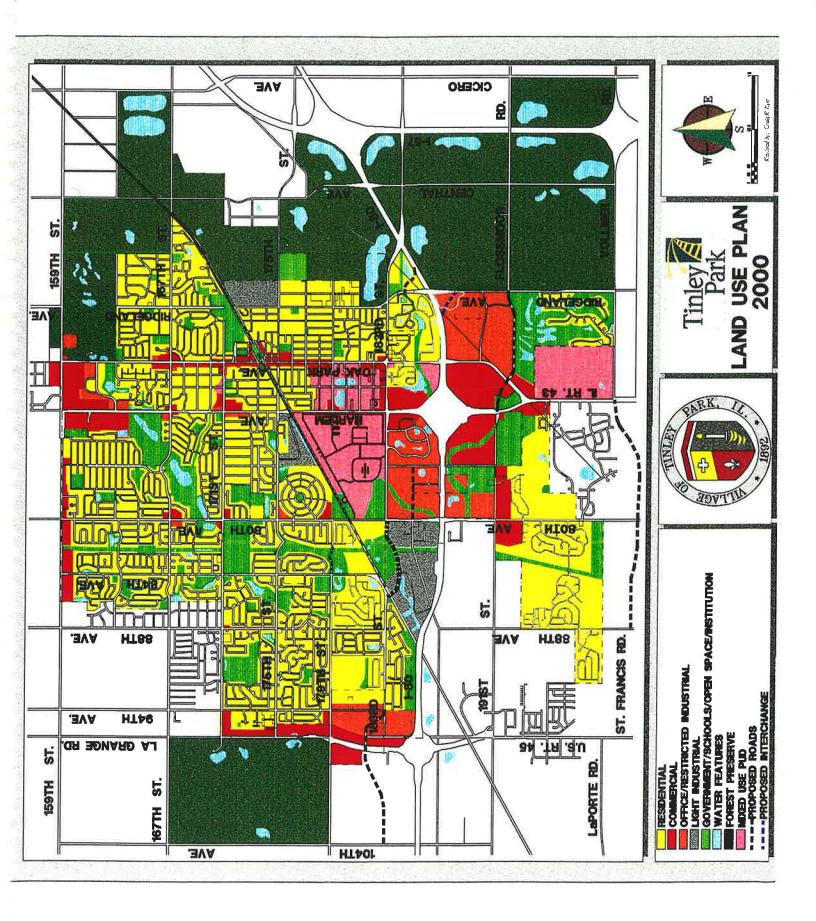
Map 1:	Redevelopment Project Area Boundary



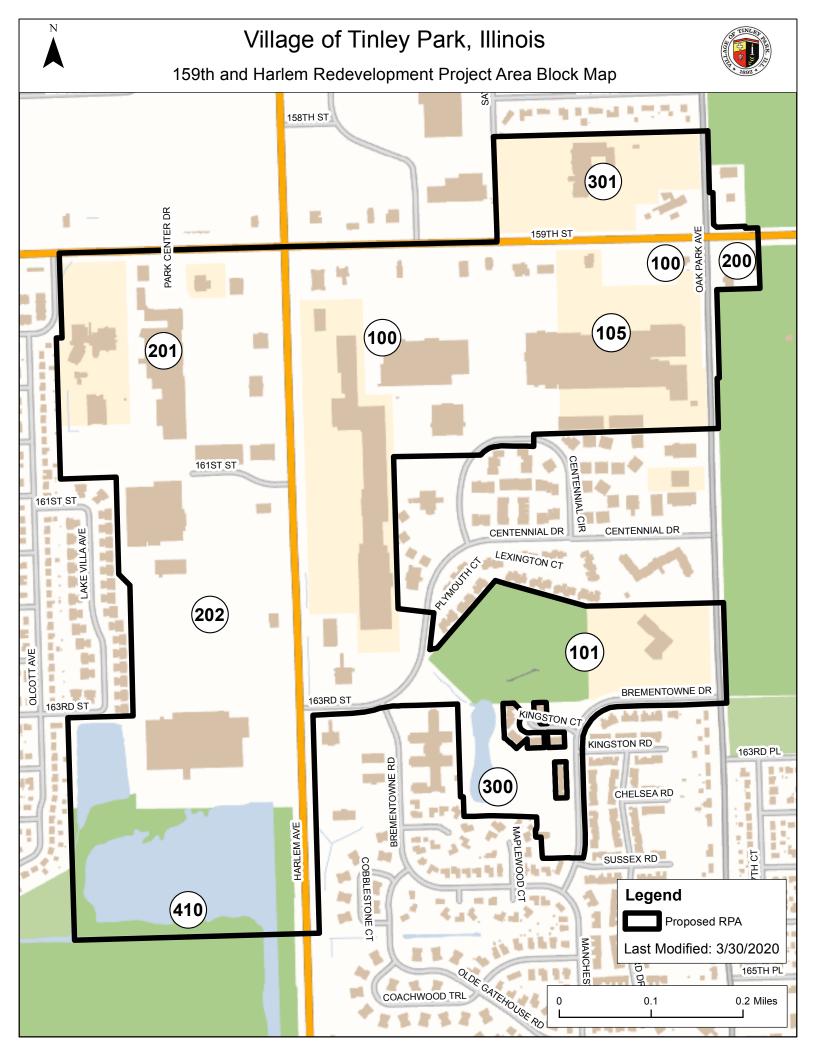
# Map 2: Existing Land Use



## Map 3: Future Land Use



Map 4:	Redevelopment Project Area Block Map



## **Appendices**

## Appendix 1: Redevelopment Project Area Legal Description

Those parts of Section 24, Township 36 North, Range 12, Section 18, Township 36 North, Range 13, Section 19, Township 36 North, Range 13, all East of the Third Principal Meridian, Cook County, Illinois more particularly bounded and described as follows:

Beginning at the southwest corner of Lot 1 in Super-K Subdivision as per plat thereof recorded March 20, 1991 as document number 97195157;

Thence northerly along the west line of Lot 1 in said Super-K Subdivision and the west line of Lot 2 in said Super-K Subdivision, to the north line of said Lot 2;

Thence easterly along the north line of Lot 2 in said Super-K Subdivision, to a west line of Lot 3 in said Super-K Subdivision;

Thence northerly, northwesterly and northerly along the west lines of Lot 3 in said Super-K Subdivision, to the western most northwest corner of said Lot 3, also being the western most southwest corner of Lot 1 in Park Place Subdivision as per plat thereof recorded December 7, 1992 as document number 92914537;

Thence northerly along the west line of Lot 1 in said Park Place Subdivision to the north line of Lot 1 in said Park Place Subdivision and the south line of the Northeast Quarter of the Northeast Quarter of Section 24, Township 36 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois;

Thence westerly along the south line of south line of the Northeast Quarter of the Northeast Quarter of Section 24, Township 36 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois, to the west line of the East Half of the Northeast Quarter of Section 24, Township 36 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois;

Thence northerly along said west line, to the south line of Olcott Avenue dedicated as per plat thereof recorded June 28, 1973 as document number 22379900;

Thence easterly along said south line, to the east line of Olcott Avenue dedicated as per plat thereof recorded June 28, 1973 as document number;

Thence northerly along said east line, and the northerly prolongation thereof to the north line of the East Half of the Northeast Quarter of Section 24, Township 36 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois;

Thence easterly along said north line, to the northeast corner of the East Half of the Northeast Quarter of Section 24, Township 36 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois;

Thence southerly to the southwest corner of Section 18, also the northwest corner of Section 19, both in Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence easterly along the south line of Section 18, also the north line of Section 19, both in Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the west line of the East Half of the Southwest Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence northerly along the west line of the East Half of the Southwest Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the north line of the south 600 feet of the East Half of the Southwest Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence easterly along the north line of the south 600 feet of the East Half of the Southwest Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the east line of the Southwest Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, also the west line of the Southeast Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence southerly along the west line of the Southeast Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the north line of the south 247 feet of the Southeast Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence easterly along the north line of the south 247 feet of the Southeast Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the east line of the west 50 feet of the Southeast Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence southerly along the east line of the west 50 feet of the Southeast Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to a point 15 feet north of the right of way of 159th Street as indicated in Special Warranty Deed recorded September 28, 2011 as document number 1127141045;

Thence southeasterly to a point of intersection with the north right of way line of 159th Street and the east line of the west 65 feet of the Southeast Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois as indicated in Special Warranty Deed recorded September 28, 2011 as document number 1127141045;

Thence easterly, southerly and easterly along the right of way of 159th Street, to the northerly prolongation of the east line of the west 300 feet of the West Half of the Northeast Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence southerly along the east line of the west 300 feet of the West Half of the Northeast Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the south line of the north 300 feet of the West Half of the Northeast Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence westerly along the south line of the north 300 feet of the West Half of the Northeast Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the west line of the West Half of the Northeast Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, also the east line of the East Half of the Northwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence southerly along the west line of the West Half of the Northeast Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, also the east line of the East Half of the Northwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the easterly prolongation of the south line of parcel of land being part of the East Half of the Northwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian described as follows: Beginning on the south right of way line of 159th Street as dedicated by plat of dedication recorded July 8, 1932 as document number 11113021 and ratification thereof file April 8, 1971 as document number LR2551034, a distance of 183.00 feet west of the east line of said Northwest Quarter; thence west 180.00 feet along last said south line; thence south 5.00 feet; thence west 200.00 feet along a line 5.00 feet south of and parallel to the south line of said 159th Street; thence north 5.00 feet; thence west 307.62 feet along the south line of said 159th Street; thence south 1050.00 feet on a line normal to said south line of 159th Street; thence east 845.55 feet to the west right of way line of Oak Park Avenue (which is 33.00 feet west of the east line of said Northwest Quarter of said Section); thence north along last said west line 355.45 feet to a point 694.55 feet south from the south right of way line of 159th Street; thence west 17.00 feet; thence north 555.63 feet; thence west 133.00 feet; thence north 139.68 feet to the south line of 159th Street and the Point of Beginning;

Thence westerly along the easterly prolongation of the south line and the south line of parcel of land being part of the East Half of the Northwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian described as follows: Beginning on the south right of way line of 159th Street as dedicated by plat of dedication recorded July 8, 1932 as document number 11113021 and ratification thereof file April 8, 1971 as document number LR2551034, a

distance of 183.00 feet west of the east line of said Northwest Quarter; thence west 180.00 feet along last said south line; thence south 5.00 feet; thence west 200.00 feet along a line 5.00 feet south of and parallel to the south line of said 159th Street; thence north 5.00 feet; thence west 307.62 feet along the south line of said 159th Street; thence south 1050.00 feet on a line normal to said south line of 159th Street; thence east 845.55 feet to the west right of way line of Oak Park Avenue (which is 33.00 feet west of the east line of said Northwest Quarter of said Section); thence north along last said west line 355.45 feet to a point 694.55 feet south from the south right of way line of 159th Street; thence west 17.00 feet; thence north 555.63 feet; thence west 133.00 feet; thence north 139.68 feet to the south line of 159th Street and the Point of Beginning, to the southwest corner thereof and also the southeast corner of parcel of land being part of the West Half and the East Half of the Northwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian described as follows: Beginning at the south right of way line of 159th Street as dedicated by plat of dedication recorded July 8, 1932 as document number 11113021 and ratification thereof filed April 8, 1971 as document LR 2551034 and the line between the East Half and the West Half of said Northwest Quarter; thence west 117.55 feet along said south right of way line 1094 feet east of the west line of said Northwest Quarter; thence south 1050 feet on last said line; thence east 451.56 feet on a line 1050 feet south of and parallel to said south right of way line; thence north 1050 feet to said south right of way line a distance of 339.11 feet east of the Point of Beginning; thence west 339.11 feet on last said right of way line to the Point of Beginning;

Thence continuing westerly on the south line of parcel of land being part of the West Half and the East Half of the Northwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian described as follows: Beginning at the south right of way line of 159th Street as dedicated by plat of dedication recorded July 8, 1932 as document number 11113021 and ratification thereof filed April 8, 1971 as document LR 2551034 and the line between the East Half and the West Half of said Northwest Quarter; thence west 117.55 feet along said south right of way line 1094 feet east of the west line of said Northwest Quarter; thence south 1050 feet on last said line; thence east 451.56 feet on a line 1050 feet south of and parallel to said south right of way line; thence north 1050 feet to said south right of way line a distance of 339.11 feet east of the Point of Beginning; thence west 339.11 feet on last said right of way line to the Point of Beginning, to the western most northwest corner of Outlot C in Dun Raven Place Phase II as per plat thereof recorded September 28, 2001 as document number 0010908493;

Thence southwesterly to a point of tangency in the north line of Outlot D in Dunraven Place as per plat thereof recorded August 30, 1999 as document number 99827216 being the westerly terminus of an arc having a radius of 192.00 feet and an arc length of 300.13 feet;

Thence westerly and southwesterly along the northerly limits of Outlot D in Dunraven Place as per plat thereof recorded August 30, 1999 as document number 99827216, to the easterly prolongation of the south line of parcel of land described as follows: That part of Lot 3 lying north of a line drawn parallel with the north line of said Lot 3 through a point in the west line of said Lot 3 which point is 352.19 feet south of the northwest corner of said Lot 3 as measured along

said west line all in Centennial Office Park as per plat thereof recorded October 5, 1988 as document number 88458264;

Thence westerly along the easterly prolongation of the south line and the south line of parcel of land described as follows: That part of Lot 3 lying north of a line drawn parallel with the north line of said Lot 3 through a point in the west line of said Lot 3 which point is 352.19 feet south of the northwest corner of said Lot 3 as measured along said west line all in Centennial Office Park as per plat thereof recorded October 5, 1988 as document number 88458264, to the west line of said Lot 3, also the east line of Lot 1 in Tinley Park Plaza Subdivision as per plat thereof recorded April 7, 2004 as document number 0409818067;

Thence southerly along the east line of Lot 1 in Tinley Park Plaza Subdivision as per plat thereof recorded April 7, 2004 as document number 0409818067, also the west line of Centennial Subdivision Unit No. 1 as per plat thereof recorded July 2, 1984 as document number 27155558, to the south line of Centennial Subdivision Unit No. 1 as per plat thereof recorded July 2, 1984 as document number 27155558;

Thence southeasterly along the south line of Centennial Subdivision Unit No. 1 as per plat thereof recorded July 2, 1984 as document number 27155558, to the westerly line of Centennial Drive as dedicated by instrument recorded July 9, 1980 as document number 25509385;

Thence continuing southeasterly along the southeasterly prolongation of the south line of Centennial Subdivision Unit No. 1 as per plat thereof recorded July 2, 1984 as document number 27155558, to the west line of Parcel 4 in Final Plat of Meadow Mews Phase One PUD as per plat thereof recorded May 19, 1993 as document number 93378525 (recording information based upon 2019 Tax Map for Cook County, Illinois because of closure of Cook County Recorder's Office due to COVID-19 Pandemic);

Thence southerly on the west line of Parcel 4 in Final Plat of Meadow Mews Phase One PUD as per plat thereof recorded May 19, 1993 as document number 93378525 (recording information based upon 2019 Tax Map for Cook County, Illinois because of closure of Cook County Recorder's Office due to COVID-19 Pandemic), to the southeast line of Parcel 4 in Final Plat of Meadow Mews Phase One PUD as per plat thereof recorded May 19, 1993 as document number 93378525 (recording information based upon 2019 Tax Map for Cook County, Illinois because of closure of Cook County Recorder's Office due to COVID-19 Pandemic);

Thence northeasterly along the southeast line of Parcel 4 in Final Plat of Meadow Mews Phase One PUD as per plat thereof recorded May 19, 1993 as document number 93378525 (recording information based upon 2019 Tax Map for Cook County, Illinois because of closure of Cook County Recorder's Office due to COVID-19 Pandemic) and the southeast line of Parcel 14 in Final Plat of Meadow Mews Phase Two PUD as per plat thereof recorded May 19, 1993 as document number 93378524 (recording information based upon 2019 Tax Map for Cook County, Illinois because of closure of Cook County Recorder's Office due to COVID-19 Pandemic), to the

southwest line of Parcel 14 in Final Plat of Meadow Mews Phase Two PUD as per plat thereof recorded May 19, 1993 as document number 93378524 (recording information based upon 2019 Tax Map for Cook County, Illinois because of closure of Cook County Recorder's Office due to COVID-19 Pandemic);

Thence southeasterly along the southwest line of Parcel 14 in Final Plat of Meadow Mews Phase Two PUD as per plat thereof recorded May 19, 1993 as document number 93378524 (recording information based upon 2019 Tax Map for Cook County, Illinois because of closure of Cook County Recorder's Office due to COVID-19 Pandemic), to the north line of parcel of land being part of the West Half of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois described as follows: Beginning at the southeast corner of the Northwest Quarter of Section 19; thence North 89 degrees 43 minutes West (bearings assumed for purposes of this parcel only) 585 feet along the south line of said Northwest Quarter to a point of curve; thence southwesterly on a curve concave to the northwest having a radius of 258.72 feet, an arc distance of 101.52 feet and a chord bearing of South 79 degrees 02 minutes 33 seconds West; thence North 68 degrees 24 minutes 11 seconds West 79.57 feet; thence North 00 degrees 12 minutes 54 seconds East 533 feet; thence south 89 degrees 43 minutes East 755.40 feet, to the east line of said West Half of Section 19; thence South 00 degrees 03 minutes 54 seconds East 542.27 feet along said line to the Point of Beginning;

Thence easterly along the north line of parcel of land being part of the West Half of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois described as follows: Beginning at the southeast corner of the Northwest Quarter of Section 19; thence North 89 degrees 43 minutes West (bearings assumed for purposes of this parcel only) 585 feet along the south line of said Northwest Quarter to a point of curve; thence southwesterly on a curve concave to the northwest having a radius of 258.72 feet, an arc distance of 101.52 feet and a chord bearing of South 79 degrees 02 minutes 33 seconds West; thence North 68 degrees 24 minutes 11 seconds West 79.57 feet; thence North 00 degrees 12 minutes 54 seconds East 533 feet; thence south 89 degrees 43 minutes East 755.40 feet, to the east line of said West Half of Section 19; thence South 00 degrees 03 minutes 54 seconds East 542.27 feet along said line to the Point of Beginning, to the east line of the West Half of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence southerly along the east line of the West Half of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the easterly prolongation of the north line of Lot 1 in Warthen's Resubdivision as per plat thereof recorded September 4, 1975 as document number 23210202;

Thence westerly along the north line of Lot 1, the westerly prolongation of the north line of Lot 1 and the north line of Lot 2 all in Warthen's Resubdivision as per plat thereof recorded September 4, 1975 as document number 23210202, to the south line of Bremen Towne Drive as heretofore dedicated in Bremen Towne Unit No. 1 as per plat thereof recorded November 4, 1968 as document number 20666550 and filed as LR2419778;

Thence westerly, southwesterly and southerly along the south line, southeast line and east line of Bremen Town Drive as heretofore dedicated in Bremen Towne Unit No. 1 as per plat thereof recorded November 4, 1968 as document number 20666550 and filed as LR2419778, to the southwest line of Bremen Towne Drive as heretofore dedicated in Bremen Towne Unit No. 1 as per plat thereof recorded November 4, 1968 as document number 20666550 and filed as LR2419778;

Thence northwesterly along the southwest line of Bremen Towne Drive as heretofore dedicated in Bremen Towne Unit No. 1 as per plat thereof recorded November 4, 1968 as document number 20666550 and filed as LR2419778, to the west line of Bremen Towne Drive as heretofore dedicated in Bremen Towne Unit No. 1 as per plat thereof recorded November 4, 1968 as document number 20666550 and filed as LR2419778;

Thence northerly along the west line of Bremen Towne Drive as heretofore dedicated in Bremen Towne Unit No. 1 as per plat thereof recorded November 4, 1968 as document number 20666550 and filed as LR2419778 to the north line of Lot 16 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252;

Thence westerly along the north line of Lot 16 and the north line of Lot 15 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252, to the southerly prolongation of the east line of Lot 17 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252;

Thence northerly along the southerly prolongation of the east line of Lot 17, and the east line of Lot 17 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252, to the southeast corner of Lot 18 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252;

Thence northerly, westerly, northerly, easterly and northerly along the eastern limits of Lot 18 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252, to the northeast corner of Lot 18 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252;

Thence westerly along the north line of Lot 18, the north line of Lot 19, the north line of Lot 20, the north line of Lot 21 and the north line of Lot 26 all in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252, to the east line of Lot 27 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252;

Thence northerly along the east line of Lot 27 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252, to the north line of Lot 27 in Bremen

Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252;

Thence westerly along the north of Lot 27 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252, to the west line of parcel of land being part of the Southwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian described as follows: Commencing at the northwest corner of the Southwest Quarter of said Section 19; thence South 89 degrees 43 minutes East (bearings assumed for purposes of this parcel only) 908 feet along the north line of said Southwest Quarter to the Point of Beginning; thence continuing South 89 degrees 43 minutes East 258.81 feet along said north line; thence South 657.03 feet; thence North 89 degrees 59 minutes 58 seconds West 244.05 feet; thence North 116.32 feet; thence North 89 degrees 58 minutes 30 Seconds West 15 feet; thence North 00 degrees 01 minutes 30 seconds East 542 feet to the Point of Beginning;

Thence northerly along the west line of parcel of land being part of the Southwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian described as follows: Commencing at the northwest corner of the Southwest Quarter of said Section 19; thence South 89 degrees 43 minutes East (bearings assumed for purposes of this parcel only) 908 feet along the north line of said Southwest Quarter to the Point of Beginning; thence continuing South 89 degrees 43 minutes East 258.81 feet along said north line; thence South 657.03 feet; thence North 89 degrees 59 minutes 58 seconds West 244.05 feet; thence North 116.32 feet; thence North 89 degrees 58 minutes 30 Seconds West 15 feet; thence North 00 degrees 01 minutes 30 seconds East 542 feet to the Point of Beginning, to the north line of the West Half of the Southwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence westerly along the north line of the West Half of the Southwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the south line of 163rd Street as dedicated by Plat of Dedication recorded April 15, 1976 as document number 23453671 and T2864222;

Thence southwesterly and westerly along the south line of 163rd Street as dedicated by Plat of Dedication recorded April 15, 1976 as document number 23453671 and T2864222, to the east line of Harlem Avenue existing as of May 25, 2020;

Thence southerly along the east line of Harlem Avenue existing as of May 25, 2020, to the easterly prolongation of the south line of the south line of Lot 1 in Super-K Subdivision as per plat thereof recorded March 20, 1991 as document number 97195157;

Thence westerly along the easterly prolongation of the south line of Lot 1 and the south line of Lot 1 in Super-K Subdivision as per plat thereof recorded March 20, 1991 as document number 97195157, to the Point of Beginning.

Excepting from the above the following described parcels of land:

Lot 83 through Lot 89 (both inclusive) in Bremen Towne Unit No. 1 as per plat thereof recorded November 4, 1968 as document number 20666550 and T2419778.

Also,

Lot 1 through Lot 12 (both inclusive) in Brementowne Park Townhouse Resubdivision Phase I as per plat thereof recorded December 21, 1990 as document number 90619247.

Also,

Lot 1 through Lot 5 (both inclusive) in Brementowne Park Townhouse Resubdivision Phase II as per plat thereof recorded October 28, 1993 as document number 93870509.

# Appendix 2: PIN and EAV List

PIN	2018
27-24-201-002-0000	Exempt
27-24-201-005-0000	Exempt
27-24-201-006-0000	Exempt
27-24-201-008-0000	1,018,323
27-24-201-012-0000	1,015,272
27-24-201-013-0000	8,266,217
27-24-201-014-0000	1,583,757
27-24-202-009-0000	5,105,270
27-24-202-010-0000	528,410
27-24-202-020-0000	5,322,310
27-24-202-021-0000	83,383
27-24-202-022-0000	392,724
27-24-202-023-0000	255,167
27-24-410-001-0000	138,905
27-24-410-002-0000	26,836
28-18-301-005-0000	Exempt
28-18-301-006-0000	Exempt
28-18-301-007-0000	1,193,702
28-19-100-008-0000	967,557
28-19-100-009-0000	630,850
28-19-100-012-0000	3,716,104
28-19-100-013-0000	328,917
28-19-100-017-0000	370,822
28-19-100-019-0000	174,651
28-19-100-027-0000	409,724
28-19-100-044-0000	311,233
28-19-100-049-0000	Exempt
28-19-100-052-0000	1,164,360
28-19-100-055-0000	2,225,316
28-19-100-056-0000	399,501
28-19-100-057-0000	10,288,314
28-19-100-058-0000	814,819
28-19-101-002-0000	11,210
28-19-101-004-0000	Exempt
28-19-101-005-0000	Exempt
28-19-101-006-0000	1,039

# PIN and EAV List (continued)

PIN	2018
28-19-105-003-0000	5,323,163
28-19-105-004-0000	684,524
28-19-200-021-0000	310,584
28-19-200-022-0000	328,644
28-19-300-027-0000	Exempt
28-19-300-057-0000	29
28-19-300-071-0000	2,428
28-19-300-079-0000	62,416
28-19-300-082-0000	6,922
28-19-300-083-0000	12,805
28-19-300-084-0000	12,805
28-19-300-085-0000	6,908
28-19-300-086-0000	12,272
28-19-300-087-0000	14,039
28-19-300-088-0000	5,097
28-19-304-008-0000	3
Total EAV of RPA	53,527,332

# Appendix 3: Improved Land Parcels (PINs) and Eligibility Factors

The table below documents the parcels considered to be Improved Land parcels within this RPA and the Blighted Area qualifying factors for Improved Land present within the 159th and Harlem Redevelopment Project Area at the time of this Plan.

Improved Land Parcels (by PIN)						
27-24-201-002-0000	27-24-202-020-0000	28-19-100-013-0000	28-19-100-058-0000			
27-24-201-005-0000	27-24-202-022-0000	28-19-100-017-0000	28-19-101-005-0000			
27-24-201-006-0000	27-24-202-023-0000	28-19-100-019-0000	28-19-105-003-0000			
27-24-201-008-0000	28-18-301-005-0000	28-19-100-027-0000	28-19-105-004-0000			
27-24-201-012-0000	28-18-301-006-0000	28-19-100-044-0000	28-19-200-021-0000			
27-24-201-013-0000	28-18-301-007-0000	28-19-100-052-0000	28-19-200-022-0000			
27-24-201-014-0000	28-19-100-008-0000	28-19-100-055-0000				
27-24-202-009-0000	28-19-100-009-0000	28-19-100-056-0000				
27-24-202-010-0000	28-19-100-012-0000	28-19-100-057-0000				

Improved Land - Blighted Area Parcel Factors by Block							
Block	Obsolescence	Deterioration	Excessive Vacancies	Inadequate Utilities	Lack of Community Planning*	Lagging EAV*	
100	✓	✓	✓	✓	✓	✓	
101	✓	✓		✓	✓	✓	
105	✓			✓	✓	✓	
200	✓	✓		✓	✓	✓	
201			✓	✓	✓	✓	
202	✓	✓	✓	✓	✓	✓	
301	✓	✓		✓	✓	✓	

<sup>\*</sup> Lack of Community Planning and Lagging EAV are measured for the Redevelopment Project Area as a whole rather than by block or parcel.

# Appendix 4: Vacant Land Parcels (PINs) and Eligibility Factors

The table below documents the parcels considered to be Vacant Land parcels within this RPA and the Blighted Area qualifying factors for Vacant Land present within the 159th and Harlem Redevelopment Project Area at the time of this Plan.

Improved Land Parcels (by PIN)						
27-24-202-021-0000	28-19-300-027-0000	28-19-300-085-0000				
27-24-410-001-0000	28-19-300-057-0000	28-19-300-086-0000				
27-24-410-002-0000	28-19-300-071-0000	28-19-300-087-0000				
28-19-100-049-0000	28-19-300-079-0000	28-19-300-088-0000				
28-19-101-002-0000	28-19-300-082-0000	28-19-304-008-0000				
28-19-101-004-0000	28-19-300-083-0000					
28-19-101-006-0000	28-19-300-084-0000					

Improved Land - Blighted Area Parcel Factors by Block							
Block	Obsolete Platting	Tax Delinquencies	Adjacent Deterioration	Lagging EAV*			
100	✓		✓	✓			
101	✓	✓	✓	✓			
202		✓	✓	✓			
300	✓	<b>√</b>	<b>√</b>	<b>✓</b>			
410			<b>√</b>	<b>✓</b>			

<sup>\*</sup> Lagging EAV is measured for the Redevelopment Project Area as a whole rather than by block or parcel.

#### **About Stern Brothers & Co.**

Founded in 1917, Stern has been advising public and private decision makers on the best ways to fund their capital projects for more than 100 years.

Stern Brothers is a 100% wholly owned WBE financial services firm whose sole focus is public and infrastructure finance. Throughout our history, we have prided ourselves on creating and developing meaningful, value-added and cost-effective solutions to the challenges that our clients face in executing capital project plans in the financial markets. Headquartered in St. Louis, Stern has 11 locations across the U.S. Stern Municipal Advisors provide an array of financial consulting services to governmental clients of all sizes and types.

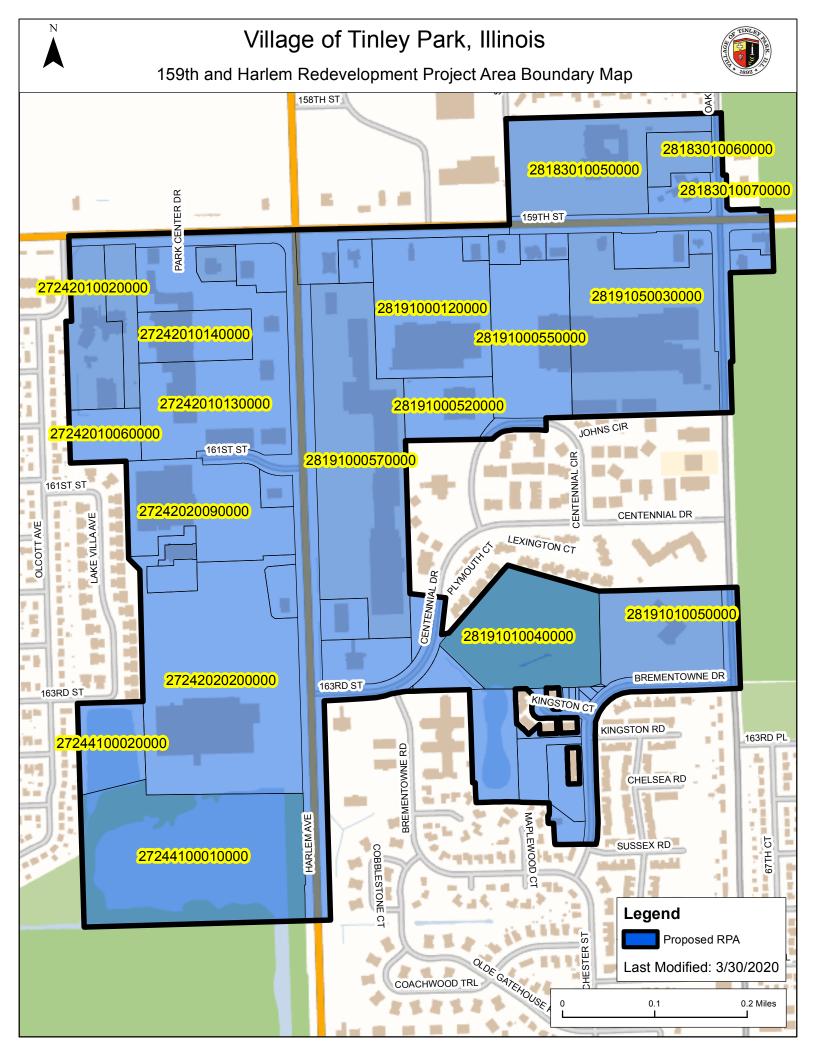
For more information about our organization, please visit sternbrothers.com.

#### **Legal Disclaimers**

This information is provided solely for the use of the Village of Tinley Park, Illinois in determining that the proposed Redevelopment Project Area meets the requirements of the State of Illinois to be designated as a Tax Increment Financing District and in setting forth the goals, strategies and parameters for the Redevelopment Plan.

While we have made every attempt to ensure that the information contained in this report has been obtained from reliable sources and is accurate at the time of release, Stern Brothers & Co. is not responsible for any errors or omissions, or for the results obtained from the use of this information. All information provided in this document is provided "as is", with no guarantee of completeness, timeliness, or of the results obtained from the use of this information, and without warranty of any kind, express or implied.

Stern Brothers & Co. and the Village of Tinley Park are not responsible in any way for any other party's use of this information. Given the changing nature of laws, rules, property values and economic conditions, this information should not be construed as financial, legal, accounting, tax, or other professional advice. Other parties should consult with their own professional advisors before making any decisions or taking any action relative to this Redevelopment Plan.



# Village of Tinley Park 159th and Harlem Redevelopment Project Area

# Tax Increment Financing Redevelopment Plan and Project June 2020





Prepared by TERN

# Village of Tinley Park 159th and Harlem Redevelopment Project Area Tax Increment Financing Redevelopment Plan and Project

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# **Executive Summary**

In March of 2020, Stern Brothers & Co. ("Stern") was engaged by the Village of Tinley Park (the "Village") to prepare the Tax Increment Financing ("TIF") Redevelopment Plan and Project (the "Plan") for the 159th and Harlem Redevelopment Project Area (the "Redevelopment Project Area" or "RPA"). This Plan documents the TIF eligibility and qualifications of the 159th and Harlem Redevelopment Project Area in support of its designation as a "Blighted Area" pursuant to the definition contained in the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (the "Act").

The Redevelopment Project Area is generally bounded by: 159th Street on the north (except for a few parcels west of Oak Park Avenue that are north of 159th Street), the northern boundary of Siemsen Meadow (north of 167th Street) on the south, Oak Park Avenue on the east, and Olcott Avenue on the west.

The RPA consists of 52 tax parcels, including adjacent rights-of-way, and encompasses approximately 252 acres (meeting the requirement of the TIF Act that the area must equal or exceed 1½ acres). It includes 39 buildings.

## **Eligibility Findings**

The eligibility study ("Eligibility Study") of the RPA within this Plan concludes that the RPA meets the requirements of the Act for designation as a Blighted Area. This Plan concludes that the 159th and Harlem Redevelopment Project Area is eligible for Tax Increment Financing ("TIF") designation as a Blighted Area for both Improved Land and for Vacant Land under the Act because the following eligibility factors have been found to be present to a meaningful extent and are reasonably distributed throughout the RPA:

For Improved Land within the RPA, the following six (6) Blighted Area eligibility factors apply:

- Obsolescence
- Deterioration
- Excessive Vacancies
- Inadequate Utilities
- Lack of Community Planning
- Lagging Equalized Assessed Value

For Vacant Land within the RPA, the following four (4) Blighted Area eligibility factors apply:

- Obsolete Platting
- Tax sale and special assessment delinquencies
- Deterioration of structures or site improvements in neighboring or adjacent areas
- Lagging Equalized Assessed Value

## Redevelopment Plan and Redevelopment Project

In addition to the Eligibility Study, this Plan also contains the Redevelopment Plan and the Redevelopment Project for the RPA. The overarching goal of this Redevelopment Plan is to reduce or eliminate the conditions that qualify the RPA as a "Blighted Area". To that end, this Redevelopment Plan provides strategies for supporting public and private development to strengthen the area. The Redevelopment Plan details specific objectives and strategies to accomplish the goals.

## **Certification and Findings**

The Act requires that in order to adopt this Plan, certain certifications and findings must be found to be present within the RPA. Stern finds that the lack of growth and development is evidenced by the existence of Blighted Area factors, as documented in Section II, including, but not limited to, the following:

- Underutilized and vacant parcels
- Economic and functional obsolescence in buildings and parcels
- Deterioration of structures
- Non-conforming land use
- Lack of public infrastructure and services
- Declining EAV

The Village is required to find that, but for the designation of the TIF District and the use of TIF, it is unlikely that significant investment will occur in the RPA. The realization of the redevelopment goals and objectives require both public and private sector investment. Without the creation and use of a public economic incentive like TIF, the investment needed to rehabilitate the existing buildings and infrastructure is not likely to occur.

Finally, the proposed land uses described in this Plan are consistent with the approved land uses in the Village's Comprehensive Plan, *The Village of Tinley Park, Illinois, Comprehensive Plan, 2000*.

# I. Introduction

This Plan is comprised of the Eligibility Study and the Redevelopment Plan and Project for the RPA which is located in the Village of Tinley Park. The Village Board, authorized Stern to conduct a formal Eligibility Study and prepare a Redevelopment Plan and Project.

This Plan summarizes the analyses and findings of Stern's work. The Village is entitled to rely on the findings and conclusions of this document in designating the RPA as a redevelopment project area under the Act. Stern has prepared this Redevelopment Plan and the related Eligibility Study with the understanding that the Village would rely on: 1) the findings and conclusions of the Plan and the related Eligibility Study in proceeding with the designation of the RPA and the adoption and implementation of the Plan; and 2) the fact that Stern has obtained the necessary information so that the Redevelopment Plan will comply with the Act.

The RPA and its proposed boundary are illustrated in **Map 1**. The legal description of the RPA is detailed in **Appendix 1**.

#### A. Discussion of TIF

The Village anticipates designating the RPA under the Act, prior to which the Village shall have adopted and approved this "Village of Tinley Park, 159th and Harlem Redevelopment Project Area, Tax Increment Financing, Redevelopment Plan and Project, June 2020" as a Redevelopment Plan and Project. Furthermore, the Village intends to use TIF in connection with the payment of qualifying "Redevelopment Project Costs" ("Redevelopment Project Costs") under the Act and implementation of this Redevelopment Plan for twenty-three years after the year in which the RPA is approved, but with the receipt of the 23<sup>rd</sup> year of incremental taxes in the 24<sup>th</sup> year.

As part of a strategy to encourage managed growth, deter future deterioration, encourage preservation and redevelopment, and stimulate private investment in the RPA, the Village engaged Stern as its TIF Consultant to assist the Village in determining whether the RPA qualifies for TIF. Under the Act, a RPA may be qualified as a "conservation redevelopment project area", a "blighted redevelopment project area", or a combination thereof and/or an "industrial conservation area". In this case, the RPA qualifies as a Blighted Area for both Improved Land and Vacant Land.

# B. Tax Increment Financing

In February 1977, the Illinois General Assembly passed the initial version of what is now the present Act. This 1977 legislation was the initial authorization of "tax increment financing" (TIF) in Illinois. The General Assembly amended the Act many times since 1977, and it is currently found in 65 ILCS 5/11-74.4-1 et seq. The Act provides a means for municipalities, after the approval of a Redevelopment Plan, designation of a RPA, and adoption of tax increment allocation financing, to redevelop blighted, conservation, or industrial park conservation redevelopment project areas and to finance Redevelopment Project Costs with "incremental"

property tax revenues" ("Incremental Property Taxes"). Incremental Property Taxes are derived from the increase in the EAV of taxable real property within the RPA over and above the equalized assessed value of such property at the time tax increment allocation financing is adopted ("Initial EAV"). Any year-to-year increase in EAV over the Initial EAV of such property is then multiplied by the current tax rate, which results in Incremental Property Taxes.

The Act defines a number of eligible items that may be Redevelopment Project Costs under the Act. Incremental Property Taxes may pay for many of these Redevelopment Project Costs or may be pledged to pay bonds, notes or other obligations issued for that purpose. In addition, a municipality may pledge as payment additional revenues including revenues from the Redevelopment Project, municipal property taxes or other revenue sources, and may issue bonds backed by the general obligation of the municipality or payable solely from Incremental Property Taxes and/or other sources.

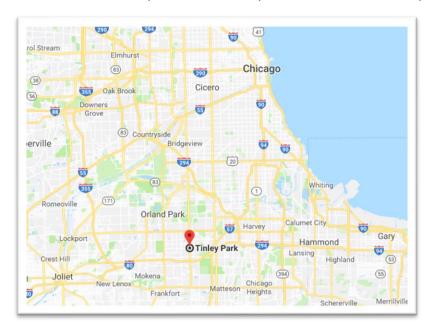
Tax increment allocation financing generates Incremental Property Taxes through the temporary capture of new tax revenues generated by the increase in the EAV over the Initial EAV. This increased EAV of properties can result from a municipality's redevelopment program, improvements, various developments and redevelopment activities, and the reassessment of properties. Under the Act, all taxing districts continue to receive property taxes levied by application of their ordinary tax rates on the Initial EAV of properties within the Redevelopment Project Area, or the actual EAV, whichever is less. Taxing districts benefit from the increased property tax base after Redevelopment Project Costs and obligations are paid. If the taxing districts have buildings and structures in the RPA, those facilities are eligible for repair, remodeling, and rehabilitation, if funds are available and such activities are provided for in the Redevelopment Plan.

# C. Village of Tinley Park

Development of the Village of Tinley Park started when the Chicago, Rock Island, and Pacific Railroad line was completed through this area in 1852. The "Village of Bremen" was platted on the path of the railroad in 1853 and marks the origins of what is today known as the Village of Tinley Park. The largely agriculturally based community served the trade and merchant needs of the region. In 1890, the local Post Office name was changed from New Bremen to Tinley Park to honor the community's first railroad station agent. The community incorporated as the Village of Tinley Park on June 27, 1892. The community's first factory was constructed in 1905, and the business community has continued to expand, providing a number of local employment opportunities.

As its early success was the result of its transportation options, so too is the continuing success of the community. The Village is located approximately 30 miles southwest of downtown Chicago. The Village is situated along the I-80 corridor and is linked to I-57, I-355, I-55, I-90, I-294 and I-94 via I-80. These interstate highways provide easy interstate and intrastate access to Wisconsin to the north, Indiana to the east, Iowa to the west, and downstate Illinois to the south.

The present incorporated boundary covers approximately 16 square miles and includes portions of Bremen, Orland, and Rich Townships in Cook County, and Frankfort Township in Will County.



Village of Tinley Park, Illinois

There are two train stations located along the Metra Rock Island line, the 80th Avenue Station and the Oak Park Avenue Station. Both stations offer multiple stops daily between Joliet to Chicago's LaSalle Street station. Nearly 3,000 daily commuters take advantage of the Metra Rock Island Commuter Line to access jobs from the Village. (Approximately twelve freight railroads pass through the Village as well.) Pace Suburban Bus Service offers many local routes, making stops within the Village, including at the Metra stations.

Air travel is provided through Chicago Midway International Airport, located 13 miles from Tinley Park, and Chicago O'Hare International Airport, located 27 miles from Tinley Park.

According to the 2010 U.S. Census, the Village's population at that time was 56,703 persons. The most current U.S. Census estimates are provided in the 2018 American Community Survey (ACS) 5-Year Estimates Data. The ACS indicates the estimated population is 56,898 persons, comprised of 21,351 households, with a median household income of \$76,183 for the period of 2014-2018.

The Village operates under the council-manager form of government, with a Mayor, Village Clerk, and six-member Board of Trustees, whom are elected on overlapping four-year terms. The Village has the following operating departments with professional staff: Village Clerk, Village Administration, Building, Code Compliance, Emergency Management, Finance, Fire, Economic Development, Planning, Police, and Public Works, among others. The Village Manager oversees the day-to-day operations of the Village. The Village automatically became a Home Rule unit of government in 1980 when its population exceeded 25,000 under the provisions of the Illinois Constitution.

The Village is served by six elementary school districts (Community Consolidated School District 146, Kirby School District 140, Arbor Park School District 145, Mokena School District 159, Country Club Hills School District 160, and Summit Hill School District 161); four high school districts (Bremen High School District 228, High School District 230, Rich Township High School District 227, and Lincoln-Way Community High School District 210); and four junior college districts (Moraine Valley Community College District 524, South Suburban Community College District 510, Prairie State Community College District 515 and Joliet Junior College District 525). In addition, there are several parochial and private schools serving the community.

Several colleges, technical schools and universities are located in or are a short driving distance from Tinley Park, including DeVry University, Fox College, Lewis University, Governors State University, Saint Xavier University, Robert Morris University, and University of Illinois Extension. Numerous other higher institutions are within a 45 minutes to one-hour drive, including University of Chicago, Northwestern University and University of Illinois at Chicago.

Health care services are provided at a number of hospitals within a short distance of the community including Palos Community and Advocate South Suburban hospitals. Additional hospitals that serve the area include Franciscan Health Olympia Fields Hospital, Ingalls Hospital, Franciscan Health St. James Hospital, Advocate Christ Hospital and Silver Cross Hospital. As with universities, the Village is 45 minutes to one-hour drive to research hospitals that are renowned in the nation for their quality care and research. The Advocate Medical Group and DuPage Medical Group provide extensive outpatient care services. Numerous health care professional offices are also found in Tinley Park.

Library services are provided by the Tinley Park Public Library.

There are three park districts that provide recreational services to residents of the community. The majority of the Village is served by the Tinley Park Park District, which operates and maintains 40 parks, 33 ball fields and several facilities. The District's centerpiece facility is the Tony Bettenhausen Recreation Center, with amenities that include a fitness center, indoor playground, indoor jogging/walking track, gymnasium with three basketball courts and six volleyball courts, indoor pool, museum, meeting rooms, program rooms, arts & crafts room, Teen/Senior Drop-In Center and teaching kitchen. The Park District also operates Tinley Fitness, Landmark Museum & Church, McCarthy Recreation Building, Tinley Junction Miniature Golf & Batting Cages, Vogt Visual Arts Center, The Extreme Skate Park, White Water Canyon Water Park & Spray Ground and the Tinley Park Performing Arts Center.

With respect to public safety, the Village has contracted for local ambulance services since 1978. Fire protection and prevention services are provided by Tinley Park Fire Department (a department of the Village). There are four neighborhood stations that are staffed 24 hours a day, 365 days a year with a paid-on-call/paid-in-place staff of over 125. Three engine companies and one truck company are manned daily. The Village also provides policing services to the community.

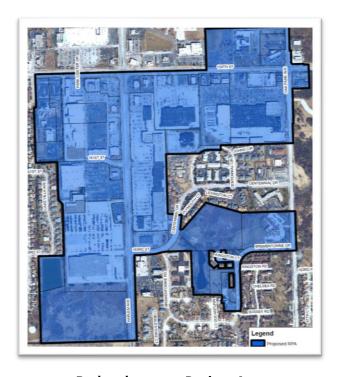
Tinley Park has seen a rapid growth in its industrial parks that provide jobs not only for its residents, but also for many others living within the region.

Tinley Park is home to the Tinley Park Convention Center, the Chicago Southland region's largest convention venue, hosting a variety of large and small, public and private events throughout the year. A full-service hotel is adjacent to the venue and other high-profile hotels are in the immediate area to provide overnight accommodations for visitors to the area.

#### D. Redevelopment Project Area

The Redevelopment Project Area is generally bounded by: 159th Street on the north (except for a few parcels west of Oak Park Avenue that are north of 159th Street), the northern boundary of Siemsen Meadow (north of 167<sup>th</sup> Street) on the south, Oak Park Avenue on the east, and Olcott Avenue on the west.

The RPA consists of 52 parcels and 39 buildings. It includes approximately 252 acres and adjacent rights-of-way. The land uses are primarily commercial (retail business), along with governmental, park/open space, religious, and vacant land uses. The RPA includes a primary commercial area within Tinley Park (Menard's, Park Center Plaza and Tinley Park Plaza), as well as the Village Hall, Bicentennial Park, St. Julie Billiart Church, Trinity Lutheran Church/Cemetery, vacant land, and open water.



**Redevelopment Project Area** 

# II. Evaluation of Eligibility Conditions

Based upon the conditions found within the RPA during the course of and completion of Stern's research and analysis for the Eligibility Study, it has been concluded that the 159th and Harlem RPA is eligible for TIF designation as a Blighted Area under the Act.

The Illinois General Assembly made two key findings in adopting the Act:

- 1. That there exist in many municipalities within the State blighted and conservation areas; and
- 2. That the eradication of blighted areas and the treatment and improvement of conservation areas by redevelopment projects are essential to the public interest.

These findings were made on the basis that the presence of blight, or of conditions that lead to blight, is detrimental to the safety, health, welfare and morals of the public. To ensure that the exercise of these powers is proper and in the public interest, the Act also specifies certain requirements which must be met before a municipality can proceed with implementing a redevelopment project.

As set forth in the Act, to qualify as a Redevelopment Project Area:

- The area must meet the criteria under one of three categories if it is determined to be blighted. One set of the criteria for both the Conservation and Blighted designations concerns improved property. Two sets within the Blighted designation concern vacant property. The minimum number of required factors must be present in one of these categories and the presence of each must be documented.
- 2. Each factor present must be reasonably distributed throughout the Redevelopment Project Area and should be present to a meaningful extent so that a local governing body may reasonably find that the factor is clearly present within the intent of the Act.
- 3. The Redevelopment Project Area must equal or exceed 1½ acres.
- 4. The Redevelopment Project Area must meet the "but for" requirement of the Act in that development and redevelopment would not reasonably occur without financial assistance and intervention by the municipality.
- 5. In the case of a Conservation Area, a finding that the area is not yet blighted, but because of blighting factors is detrimental to the health, safety, morals or welfare of the public, and such an area may become a blighted area, and that 50% or more of the structures in the area are 35 years or older.

# A. Methodology

In March 2020, Stern conducted a survey and analysis of existing conditions within the RPA to determine whether the proposed RPA meets the eligibility requirements of the Act (the Eligibility Study). Various research and field surveys were undertaken, including:

- 1. Exterior survey of the condition and use of each building.
- 2. Field survey of conditions, including streets, sidewalks, lighting, traffic, parking facilities, landscaping, fences and walls, and general property maintenance.
- 3. Analysis of existing uses and their relationships.
- 4. Analysis of tax maps to ascertain platting.
- 5. Analysis of vacant sites.
- 6. Review of previously prepared plats, plans, and studies.
- 7. Review of Federal Emergency Management Agency (FEMA) flood maps.
- 8. Review of United States Environmental Protection Agency (USEPA) and Illinois Environmental Protection Agency (IEPA) compliance lists.
- 9. Analysis of public utilities, such as water, sewer, gas utilities, etc.
- 10. Review of County and Township Tax Records.
- 11. Contacts with Village officials, county officials, other taxing bodies as appropriate, and private parties knowledgeable as to area conditions, history, age of buildings and site improvements, real estate matters and related items, as well as examination of existing information related to the RPA.

#### B. Presence of Eligibility Factors

Summarized below are the conclusions of the Eligibility Study survey and analyses completed for each eligibility factor based on existing conditions within the RPA. To qualify the RPA for a TIF, the RPA must meet criteria set forth in the Act. The specific criteria as defined by the Act precede each finding. The conclusions indicate whether the factor is found to be present within the RPA, and the relative extent to which the factor is present.

For purposes of this Plan and due to the size of the RPA, the RPA has been broken down into blocks to more clearly illustrate the presence of eligibility factors and that these factors are distributed throughout the RPA, as required by the TIF Act. "Blocks" are identified by the portion of the Property Index Number, also known as a permanent real estate index number (or "PIN") that relates to the block (i.e., the block in which parcel 28-19-101-005 is located is identified as "Block 101" on the Improved Land Eligibility Factors (Appendix 3), and the Vacant Land Eligibility Factors (Appendix 4)). As defined by Cook County in their tax map, "101" is the block number. On the 159th and Harlem Redevelopment Project Area Block Map, Map 4, the blocks are identified by the block number in the circle.

# C. Eligibility of Blighted Area

As defined in the Act, "blighted area" means any improved or vacant area within the boundaries of a Redevelopment Project Area located within the territorial limits of the municipality, where: if improved, industrial, commercial, and residential buildings or improvements are detrimental to the public safety, health or welfare based on the documentation of specific factors as outlined

below. There are three sections that apply to Blighted Area eligibility conditions: one for improved land ("Improved Land") and two for vacant land ("Vacant Land") parts of the RPA.

The following is an analysis of the Blighted Area eligibility factors:

#### 1. Improved Land

Under the provisions of the Act, if the land is improved it can be designated as a Blighted Area based on a finding of a combination of <u>five (5)</u> or more of the factors for an Improved Blighted <u>Area as outlined below</u>, each of which is (i) present, with that presence documented, to a meaningful extent, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act, and (ii) reasonably distributed throughout the RPA.

The Improved Land in the RPA meets the requirements of 11.74.4-3(a) (1) (B), (C), (F), (H), (L) and (M) of the Act for designation as a Blighted Area (described in detail below), as these criteria are reasonably present and distributed.

The parcels constituting Improved Land in the RPA are listed in **Appendix 3, Improved Land Parcels (PINs) and Eligibility Factors**, which also indicates the blocks within the RPA in which the applied Improved Land factors are reasonably present. The geographic location of the block numbers are shown on **Map 4**, **Redevelopment Project Area Block Map**.

**a.** <u>Dilapidation.</u> An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings, or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.

**Finding:** This factor was not observed within RPA, and therefore, does not apply.

**b.** <u>Obsolescence</u>. The condition or process of falling into disuse. Structures have become ill-suited for the original use.

**Finding**: Obsolescence, as a factor, is present throughout the RPA. Many factors can contribute to the functional and economic obsolescence of a building and/or parcel.

Obsolete buildings contain characteristics or deficiencies that limit their long-term sound use or adaptive reuse and marketability. Obsolescence in such buildings is typically difficult and expensive to correct. Obsolete buildings have an adverse effect on nearby and surrounding developments and detract from the physical, functional and economic vitality of an area.

The age of a building can often contribute to obsolescence. While a majority of the buildings in the retail area of the RPA are not more than 35 years old (the requirement for a Conservation Area), many of these buildings are aging, as 62% of RPA structures are over 30 years of age and 74% are over 25 years old. These buildings may not be suitable for current business needs, or for new businesses looking to occupy a space within the Village, particularly those that are vacant.

The former Super Kmart site (27-24-202-020) has been vacant since 2016 and is not likely to be occupied without major renovations, but is likely to be demolished. That parcel is large, however, and prominent within the RPA, casting a shadow on surrounding businesses. The site of the former Aldi store (parcel 27-24-202-023) will require renovations, as will the former Applebee's (27-24-202-022), and multiple spaces within the Park Center Plaza (27-24-201-013) and Tinley Park Plaza (28-19-100-057), which are also clearly ill-suited for any current uses within the current market.

Land uses that conflict with either the existing zoning and/or the Village's proposed land use maps contribute to obsolescence. All parcels east of Harlem Avenue and south of 159th Street, except for parcel 28-19-100-019 (currently occupied by Brown's Chicken) were thought to be Planned Unit Developments (PUDs) for many years since 1978, and although amendments and deviations were approved, the appropriate zoning changes were never adopted. Therefore, many of the uses and properties in this area, especially the added outlots, would be considered non-conforming with current codes, including architectural material/design, bulk, landscape, and sub-division/developments codes. This entire area appears to be challenged as well by the current configurations for drive-through use, parking, setbacks, and landscaping, in comparison to more newly developed, but similar types of, retail shopping centers. TIF revenues can be used to assist in these conversions.

The Village Hall was built in 1987, with the north wing added in 1995, and is in need of some improvements which could be paid with TIF funds. The main entryway area to the Village Hall has suffered considerable deterioration and the remaining retaining walls are delaminating and probably should just be removed entirely. Inside, the lobby, washrooms, council chambers and other public areas are showing their age as well. There are considerable amounts of bad soils through this general area, which has affected the Village Hall with abnormal settling and shifting, causing broken floor and baseboard tiles, and seasonal shifting of door openings. Near-term energy saving retrofits at Village Hall (LED lighting, etc.) are estimated to cost \$300,000 and other Village Hall facilities maintenance is expected to cost approximately \$750,000, according to the Village's capital plan.

As evidenced further later in this section (in "h., Inadequate Utilities"), the public utility infrastructure within the RPA is not adequate to support the current and future land use identified by the Village, or to meet more recently adopted requirements of the Metropolitan Water Reclamation District.

Applying the more conservative measurement, Obsolescence applies as a factor to 23 of the 33 Improved Area parcels (70%) without factoring in the Inadequate Utilities criterion. If the lack of sufficient public utility infrastructure is included in the calculation, 100% of the 33 Improved Land parcels are considered to be Obsolete. These parcels are reasonably distributed throughout the RPA, therefore, Obsolescence is considered a qualifying factor.

c. <u>Deterioration</u>. With respect to building defects, including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters, and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling,

potholes, depressions, loose paving material, and weeds protruding through paved surfaces.

**Finding:** Deterioration, as a factor, is present in the RPA. Evidence of deterioration is identified throughout the buildings, particularly in the rear or on the sides of buildings. Signs of deterioration observed repeatedly include: dented or damaged fascia, soffits, gutters or downspouts; loose or missing shingles; wear and tear or dry rot on cornices and other ornamentation; cracked masonry; peeling or missing paint; and worn or damaged window and door frames.

Approximately 85% of the 39 buildings in the RPA are deteriorated. A number of the buildings in the RPA suffer from deferred and/or insufficient maintenance. Given that 39% of the buildings within the RPA are 35 years of age or older (62% of RPA structures are over 30 years of age and 74% are over 25 years old), this is consistent with conditions found in many aging commercial and/or retail areas. The detail on the commercial buildings and the Village Hall provided in the previous section "c., Deterioration" offers more detail on the type of deterioration often suffered in similarly aged structures.

Deterioration was also observed in the roadways, sidewalks, parking lots, pedestrian access ways and other paved areas of the RPA. Evidence of site deterioration includes cracked pavement and/or bumper guards, crumbling asphalt, loose paving material, potholes and depressions.

Deterioration as a factor was found to be present in 33 of the 39 primary buildings (85%) and in 70% of the improved land parcels. In addition, the deteriorated site improvements cited above are present throughout the RPA, making this a contributing factor to blighting conditions, and therefore, this factor applies.

**d.** <u>Presence of structures below minimum code standards</u>. All structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes.

**Finding:** Structures below minimum code standards was not apparent. Therefore, this factor does not apply to the RPA.

**e.** <u>Illegal use of individual structures.</u> The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.

**Finding:** No illegal use of individual structures was apparent. Therefore, this factor does not apply to the RPA.

**f.** Excessive vacancies. The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.

**Finding**: Excessive vacancies, as a factor, occurs in varying degrees within the individual parcels of the RPA, but is substantially present in the RPA as a whole. Excessive vacancies include improved properties that evidence no redundant effort directed toward their occupancy or to correcting their underutilization.

As of the time of the Consultant's survey, while only about 18% of the parcels with buildings have one or more vacant spaces, there are at least 28 unoccupied units within the RPA. Tinley Park Plaza (28-19-100-057) is at least 34-39% unoccupied, depending on the division of units and space. Units within Park Center Plaza (27-24-201-013) are approximately 26% vacant. Further, underutilized spaces, of which there appeared to be a number, especially within Tinley Park Plaza and Park Center Plaza, were not counted. Tenant turnover within these spaces has been significant. There are a number of successful businesses within these centers, which only make the vacancies stand out more starkly, discouraging customer traffic to struggling establishments.

The former Super Kmart site (27-24-202-020) has been vacant since 2016 and is not likely to be occupied without major renovations, but more than likely will need to be demolished due to the length of time it has been vacant, if for no other reason. That parcel is also large and very prominent within the RPA, casting a shadow on surrounding businesses.

Other notable vacancies within the RPA include: the former Applebee's Restaurant (27-24-202-022), vacant since 2013; the former Aldi grocery store (27-24-202-023); and a vacant space next to the current Aldi (27-24-201-014). Structures with excessive vacancies and/or underutilized structures have an adverse effect on the value, safety and desirability of nearby properties.

The six parcels cited above account for 69 acres of space within the RPA, 40% of a total of 174 acres of Improved Land parcels. While not a majority, the size and number of vacancies within the RPA are conspicuous and diminish the value of the property and other businesses at this important commercial center for the Village.

There is a significant presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.

Excessive vacancies, as a factor, is present and reasonably distributed throughout the RPA, and therefore this is considered to be a qualifying factor.

g. Lack of ventilation, light, or sanitary facilities. The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refer to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

**Finding**: Lack of ventilation, light, or sanitary facilities is not apparent. Therefore, this factor does not apply to the RPA.

h. <u>Inadequate utilities</u>. Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the RPA, (ii) deteriorated, antiquated, obsolete, or in disrepair, or (iii) lacking within the RPA.

**Finding:** Inadequate utilities, as a factor, is present throughout the RPA.

The commercial properties along 159th between Harlem Avenue and Oak Park Avenue developed in the early 1970s, as did those in Tinley Park Plaza. Park Center was built in 1988, and the Park Place shopping area (former Super Kmart and north to Sam's Club) was developed in 1995. There is aging water, sanitary, and storm sewer infrastructure throughout the RPA, as well as gaps in the sidewalk network, lacking interior roadway and landscaping, and aging street lighting.

Water, Stormwater, and Sanitary Sewer Systems - The Metropolitan Water Reclamation District of Greater Chicago (MWRD) adopted the Watershed Management Ordinance (WMO) in 2013, effective May 1, 2014. The ordinance requires both detention and volume control of stormwater in Cook County, excluding Chicago, and applies to all communities that are tributary to the MWRD's water reclamation facilities. The purpose of the WMO is to abate the negative impacts of stormwater runoff (e.g., flooding, erosion, water quality impairments, etc.) from new upstream developments or redevelopments. The proposed RPA boundary includes areas of impervious surfaces and does not meet the WMO requirements for off-site detention. These requirements place an extra burden on most developments, and redevelopment sites that may not have sufficient land mass to easily accommodate the on-site compensatory storage requirements are particularly impacted.

There is a Sanitary Sewer lift station directly across from the southeast corner of the Kmart property on the east side of Harlem that is part of the sanitary sewer infrastructure serving this area. This discharges into a force sewer main that the Village is currently rehabilitating after discovering a major failure downstream.

A good portion of the area near Bicentennial Park is a wetlands area and has significant issues with drainage that has resulted in the boardwalk bridge often being submerged and impassible, leading to accelerated deterioration. If the drainage issues cannot be corrected, the path and boardwalk will need to be raised to a higher level to remain accessible and usable. A detention pond (parcel 28-19-300-027) has likely never been dredged. Periodic maintenance should be performed to restore and maintain its intended holding capacities. A walking path network continues around this pond and interconnects with the other area paths. All the walking paths in this area are in need of maintenance.

The Village's near term cost estimates for water main and sanitary sewer infrastructure improvements (lining and replacement of aging utility infrastructure) are \$1,800,000. The maintenance of stormwater infrastructure (lining or replacement of storm sewers) is expected to run at least \$1,000,000. The dredging of retention ponds (between Brementowne Road and

Brementowne Drive and "Park Place Pond"/Kmart) are estimated at \$500,000. The restoration of naturalized wetlands (Bicentennial Park and South of former Kmart) are expected to cost \$1,200,000. These figures are only for improvements included in the Village's current Capital Improvements Plan and do not include other costs likely to be incurred during the 23 year term of the RPA.

Roadways/Streets, Lighting, and Sidewalks – As cited later (under "Section I., Lack of Community Planning"), interior roadways within the various developments in the RPA can be difficult to navigate and need improvements. The Village adopted a "Complete Street" resolution in 2012 toward developing the street system for all modes of transportation and provides street-based linkages between path systems where required. Within the RPA, this would apply to the street along Centennial/163rd Street to Harlem.

The Village has established an LED-based standard for street lighting and is addressing the conversion of lighting in phases throughout the community. Improvements within the RPA to meet the standard will provide for better light coverage, improved monitoring and management, and reduced operating costs, as this area has not yet been addressed.

The installation of sidewalks along 159th Street and Harlem Avenue, both where earlier developments did not provide and for gaps between developments, are required within the RPA. Sidewalks are mandated in most developments today, although they were not at the time the area was developed. The installation of security cameras and other equipment might further improve public safety.

The Village's capital plan includes the following upcoming projects related to these issues:

- Completion of gaps in sidewalk network to address public safety and ability to easily access the commercial centers within the TIF by pedestrians.
  - a. Within TIF \$700,000
  - b. TIF adjacent \$250,000 (with benefit to TIF properties)
- Roadway improvements \$550,000
- Street lighting replacement upgrade lighting to Village LED standards for long term energy and maintenance cost savings – \$200,000
- Walking Path south side of Village Hall property to existing pathways \$300,000
- Resurfacing of walking paths and bridge replacement Bicentennial Park \$900,000

On the whole, inadequate utilities, as a factor, have a significant ill-effect throughout the RPA, and therefore, this factor applies to the area.

i. Excessive land coverage and overcrowding of structures and community facilities. The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety, and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision

for light and air within or around buildings, increased threat of spread of fire due to the close proximity of building, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading and service.

**Finding:** Excessive land coverage is not a factor within the RPA. While some of the outlot buildings appear somewhat crowded onto their sites with further setbacks and room for parking desired, this factor is not sufficiently present throughout the RPA. Therefore, this factor does not apply to the RPA.

**j.** <u>Deleterious land use or layout</u>. The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area.

**Finding**: Deleterious land use or layout was not found to be present to a meaningful extent within the RPA. Therefore, this factor does not apply.

**k.** Environmental clean-up. The proposed RPA has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the RPA.

**Finding:** Within the RPA, there is evidence that parcels have incurred costs for environmental remediation efforts according to the Illinois Environmental Protection Agency (Illinois EPA). In particular, three sites identified by the Illinois EPA Leaking Underground Storage Tank database (Parcels 28-18-301-007, 28-19-100-008, and 28-19-105-003), have incurred remediation costs. Two of these parcels have completed the Illinois EPA's Site Remediation Program requirements. There are currently two tanks on parcel 28-18-301-007 that require further remediation.

Environmental clean-up can only be applied as a factor to a limited extent in 3 of the 33 Improved Land parcels (9%) in the RPA. This factor was not found to be present to a meaningful extent and is not reasonably present throughout the RPA, therefore this factor will not be used as a qualifying factor. However, TIF funds can be used for any necessary environmental problem remediation within the RPA.

Lack of community planning. The proposed RPA was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan, or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning.

**Finding:** The Village of Tinley Park was developed prior to or without the benefit or guidance of a community plan. The first comprehensive plan for the Village was issued in 1973. This factor may be documented by "inadequate street layout" or "other evidence demonstrating an absence of effective community planning".

While most of the current buildings within the RPA were constructed after 1973, this factor is evidenced by the same issues that are cited under the previous factor of "Obsolescence" (see that item for further detail). While "Excessive land coverage" has not been found to be a factor within the RPA, outlot buildings appear somewhat crowded onto some sites, with further setbacks and room for parking desired.

Planning for potential reuses of obsolete and improperly planned properties will need to be addressed with respect to issues such as internal traffic circulation, buffering, parking, etc. The coordination of ingress/egress is impeded by a lack of transitional roads that would separate slower-moving, approaching traffic from continuing, faster-moving traffic driving along 159th Street or Harlem Avenue. Many RPA properties were developed without adequate buffering or barriers between different types of adjacent uses. Sidewalks are lacking throughout the RPA and substantial planning improvements would be needed to make future redevelopment more pedestrian-oriented.

Most of the parcels south of 159th Street and east of Harlem Avenue do not meet the Village's current zoning standards, and many of these also do not comply with the Village's Landscaping and/or Architectural requirements in one way or another.

Lack of community planning was found to be present to a meaningful extent and is reasonably present throughout the RPA as a whole (approximately 30 of 33 parcels, or 90%), therefore this factor applies as a qualifying factor.

m. The total equalized assessed value of the proposed RPA has declined for three (3) of the last five (5) calendar years prior to the year in which the RPA is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the RPA is designated.

Finding: Lagging EAV, as a factor, applies to the improved land parcels of the RPA, specifically:

- a. The total EAV of the parcels has declined for three (3) of the last five (5) calendar years.
- b. The total EAV of the parcels has increased at a rate that was less than the balance of the Village for four (4) of the last five (5) years.
- c. The total EAV of the parcels has increased at an annual rate that is less than the Consumer Price Index for All Urban Consumers for three (3) of the last five (5) calendar years.

Table 1 - EAV Comparison of Parcels for Improved Land

10.400.00/50.1.4410	TAX YEAR					
IMPROVED LAND	2013	2014	2015	2016	2017	2018
Total EAV of Improved Land in RPA	53,879,160	52,389,246	51,175,463	52,686,340	54,466,448	53,130,235
Percent Change		-2.77%	-2.32%	2.95%	3.38%	-2.45%
Total EAV of Improved Land in RPA Has it declined for 3 of last 5 years?		YES	YES	no	no	YES
Total EAV of Improved Land in RPA	53,879,160	52,389,246	51,175,463	52,686,340	54,466,448	53,130,235
Percent Change		-2.77%	-2.32%	2.95%	3.38%	-2.45%
Village Wide EAV	1,398,312,558	1,344,281,964	1,320,218,472	1,368,901,872	1,520,930,314	1,518,072,612
Balance of Village Wide EAV	1,344,433,398	1,291,892,718	1,269,043,009	1,316,215,532	1,466,463,866	1,464,942,377
Percent Change		-3.91%	-1.77%	3.72%	11.42%	-0.10%
Total EAV of Improved Land in RPA Was it LESS than balance of Village for 3 of 5 years?		no	YES	YES	YES	YES
Total EAV of Improved Land in RPA	53,879,160	52,389,246	51,175,463	52,686,340	54,466,448	53,130,235
Percent Change		-2.77%	-2.32%	2.95%	3.38%	-2.45%
СРІ		1.6%	0.1%	1.3%	2.1%	2.4%
Total EAV of Improved Land in RPA Was is less than the CPI for 3 of last 5 years?		YES	YES	no	no	YES

All three of the three measurements of EAV indicate that EAV is lagging in the improved land parcels and is reasonably distributed throughout the RPA. Therefore, this criterion applies.

Appendix 2 lists the individual parcels in the RPA and their respective EAV for Tax Year 2018.

#### 2. Vacant Land - Two Factors Test

Under provisions of the Act, there are two tests under which vacant land can be deemed "blighted" by the determination that the sound growth of the RPA is impaired.

Under either set of criteria, each factor found must be (i) present, with that presence documented, to a meaningful extent, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act, and (ii) reasonably distributed throughout the vacant part of the RPA to which it pertains.

The Redevelopment Project Area meets the requirements of Section 11-74.4-3(a) (2) (A), (C), (D) and (F) of the Act for designation as a Blighted Area for Vacant Land (described in detail below), as these criteria are reasonably present and distributed.

The parcels constituting Vacant Land in the RPA are listed in **Appendix 4, Vacant Land Parcels** (PINs) and Eligibility Factors, which also indicates the blocks within the RPA in which the applied

Vacant Land factors are reasonably present. The geographic location of the block numbers are shown on Map 4, Redevelopment Project Area Block Map.

The first test, the "Two Factors Test", requires the presence of two (2) or more of the six (6) factors:

a. Obsolete platting of vacant land that results in parcels of limited or narrow size, or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements, or platting that failed to create rights-of-ways for streets or alleys, or that created inadequate right-of-way widths for streets, alleys, or other, public rights-of-way, or that omitted easements for public utilities.

**Finding:** Obsolete Platting is found to be present in the vacant parcels in the Redevelopment Project Area. Some of the parcels of vacant land are of irregular shape and size and are not compatible with contemporary standards. Properties may need to be vacated, consolidated, and re-subdivided to accommodate future uses or allow for the expansion of existing uses.

Obsolete platting, as a factor, is found in 13 of 19 parcels (69%), and in 3 of 5 blocks (60%), therefore, this factor applies as a qualifying factor.

**Appendix 4** lists the parcels in the RPA in which this factor is reasonably present (3 of 5 blocks, or 60%).

**b.** <u>Diversity of ownership</u> of parcels of vacant land sufficient in number to retard or impede the ability to assemble the land for development.

Finding: Diversity of ownership is present but is not found to be a qualifying factor in the RPA.

According to Cook County property tax records, diversity of ownership can be applied as a factor in at least 7 of 19 vacant parcels, or 37%. (There may actually be more parcels in which this factor applies but tax parcel data was insufficient to confirm.) The Village of Tinley Park and the Tinley Park Park District are two of the owners of vacant parcels. Eliminating the Village and the Park District from the analysis, there are only 5 different owners of 16 parcels (31%) for which property taxes are paid. However, incentives may be necessary to facilitate the sale of these taxable properties for redevelopment.

**c.** <u>Tax and special assessment delinquencies</u> exist, or the property has been the subject of tax sales under the Property Tax Code within the last five (5) years.

**Finding:** Tax and special assessment delinquencies are found to be a qualifying factor. According to Cook County property tax records, there were tax delinquencies and/or tax liens found in 7 of 13 (54%) of the taxable vacant land parcels within the RPA. The Village is currently pursuing the purchase of several of these properties through a "scavenger sale" via the Cook County "No Cash Bid Program", an economic development tool designed to assist municipalities, and other taxing

bodies, in acquiring tax delinquent property for reuse as private development and tax reactivation or for tax exempt municipal use.

Of the taxpaying PINs that are delinquent, 75% have delinquency for each of the past 4 Tax Years. 100% have delinquency in 3 of the 5 Tax Years.

**Appendix 4** lists the parcels in the RPA in which this factor is reasonably present (2 of 5 blocks, or 40%).

**d.** <u>Deterioration of structures or site improvements</u> in neighboring areas adjacent to the vacant land.

**Finding:** Deterioration of structures or site improvements is found to be a qualifying factor in the RPA. At least 33 of 39 structures (85%), impacting 70% of the parcels, in the improved land portion of the RPA exhibit signs of deterioration. As these structures age, deterioration has occurred. Property maintenance in these buildings has not kept pace with the wear and tear that has occurred over time. Some of these deterioration problems include: foundation cracks and/or deteriorated concrete/masonry, roofing, fascia, signage and windows and window frames which require repair or replacement.

In addition to structure deterioration, deterioration was also observed throughout the RPA in the surface areas, parking lots, driveways, streets and sidewalks. **Section II.C.1.c.** of this Plan describes this deterioration.

As mentioned previously, a good portion of the area near Bicentennial Park (including the Vacant Land parcels) is a wetlands area and has significant issues with drainage that has resulted in the boardwalk bridge often being submerged and impassible, leading to accelerated deterioration. If the drainage issues cannot be corrected, the path and boardwalk will need to be raised to a higher level to remain accessible and usable. A detention pond (parcel 28-19-300-027) has likely never been dredged. Periodic maintenance should be performed to restore and maintain its intended holding capacities. A walking path network continues around this pond and interconnects with the other area paths. All the walking paths are in need of maintenance.

Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land can be applied as a factor to 10 of the 19 vacant land parcels (100%), in the RPA.

**Appendix 4** lists the blocks in the RPA in which this factor is reasonably present (5 of 5 blocks, or 100%).

Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the Redevelopment Project Area.

**Finding:** There is no evidence that Vacant Land properties within the RPA have incurred costs for environmental remediation efforts according to either the Illinois Environmental Protection Agency or the United States Environmental Protection Agency. No other environmental studies were provided to or found by the Consultant. Therefore, this factor does not apply.

f. The total equalized assessed value of the proposed Redevelopment Project Area has declined for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated.

**Finding:** Lagging EAV, as a factor, applies to the Vacant Land parcels of the RPA, specifically:

- a. The total EAV of the parcels has increased at a rate that was less than the balance of the Village for three (3) of the last five (5) years.
- b. The total EAV of the parcels has increased at an annual rate that is less than the Consumer Price Index for All Urban Consumers for three (3) of the last five (5) calendar years.

TAX YEAR **VACANT LAND** 2013 2014 2015 2016 2017 2018 Total EAV of Vacant Land in RPA 425,821 404,367 413,990 405,359 426,877 397,095 -2.08% 0.25% -6.98% **Percent Change** 2.38% 5.05% Village Wide EAV 1,398,312,558 1,344,281,964 1,320,218,472 1,368,901,872 1,520,930,314 1,518,072,612 1,319,813,113 1,368,476,051 1,517,675,517 **Balance of Village Wide EAV** 1,397,908,191 1,343,867,974 1,520,503,437 **Percent Change** -3.87% -1.79% 3.69% 11.11% -0.19% Total EAV of Vacant Land in RPA Was it LESS than balance of Village for YES YES **YES** no no 3 of 5 years? Total EAV of Vacant Land in RPA 404,367 413,990 405,359 425,821 426,877 397,095 2.38% -2.08% 5.05% 0.25% -6.98% **Percent Change** CDI 1.6% 0.1% 1.3% 2.1% 2.4% Total EAV of Vacant Land in RPA Was is less than the CPI for 3 of last 5 YES YES YES no no

Table 2 - EAV Comparison of Parcels for Vacant Land

Two of the three measurements of EAV indicate that EAV is lagging in the vacant land parcels and is reasonably distributed throughout the RPA. Therefore, this criterion applies.

Appendix 2 lists the individual parcels in the RPA and their respective EAV for Tax Year 2018.

#### 3. Vacant Land - One Factor Test

The second test, the "One Factor Test", is a finding that at least one (1) of the six (6) factors listed below is present.

The RPA does not qualify under this section of the Act as a Blighted Area for Vacant Land, as described below in further detail:

a. The area consists of one or more unused quarries, mines, or strip mine ponds.

**Finding:** There are no quarries, mines, or strip mine ponds in the RPA. Therefore, this factor does not apply.

b. The area consists of unused rail yards, rail tracks, or rights-of-way.

**Finding:** There are no parcels with used rail yards, rail tracks right-of-way in the RPA. Therefore, this factor does not apply.

c. The area, prior to its designation, is subject to (i) chronic flooding that adversely impacts on real property in the area, as certified by a registered professional engineer or appropriate regulatory agency or (ii) surface water that discharges from all or a part of the area and contributes to flooding within the same watershed, but only if the redevelopment project provides for facilities or improvements to contribute to the alleviation of all or part of the flooding.

**Finding:** There are two parcels within the RPA that are entirely or almost entirely within the Federal Emergency Management Agency's designated Flood Zone AE, 27-24-410-001 and 27-24-410-002. Both of these are Vacant Land parcels and are intended to be stormwater drainage and/or retention sites for nearby improved land parcels. One is a retention pond for the site formerly occupied by the Super Kmart, directly to the north.

While the RPA as a whole has inadequate storm water management utilities and infrastructure, chronic flooding, as a factor, is not reasonably distributed throughout the vacant land area. Therefore, this factor is not counted as a qualifying factor.

d. The area consists of an unused or illegal disposal site containing earth, stone, building debris, or similar materials that were removed from construction, demolition, excavation, or dredge sites.

**Finding:** There was no evidence of unused or illegal disposal sites in the RPA found during the survey of the area or during the course of any research. Therefore, this factor does not apply.

d. Prior to the effective date of the applicable amendatory Act of the 91<sup>st</sup> General
Assembly, the area is not less than fifty (50), nor more than one hundred (100) acres,
and 75% of which is vacant (notwithstanding that the area has been used for
commercial agricultural purposes within five (5) years prior to the designation of the
Redevelopment Project Area), and the area meets at least one of the factors itemized

in paragraph (1) above, the area has been designated as a town or Village center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose.

Finding: This factor does not apply to the RPA.

f. The area qualified as a blighted improved area immediately prior to becoming vacant, unless there has been substantial private investment in the immediately surrounding area.

**Finding:** There is no evidence that the RPA qualified as a blighted improved area prior to becoming vacant. Therefore, this factor does not apply.

#### D. Eligibility of Conservation Area

"Conservation Area" means any improved area within the boundaries of a RPA located within the territorial limits of the municipality in which 50% or more of the structures in the area have an age of 35 years or more. Such an area is not yet a Blighted Area, but because of a combination of three (3) or more of the conservation factors (as outlined in **Section II.C.1** "Blighted Area", "Improved Land" previously in the Plan), it is defined in the Act as detrimental to the public safety, health, morals or welfare. Such an area may become a Blighted Area without intervention.

**Finding:** A review of information provided by the Village of Tinley Park and the Cook County Assessor's data, and confirmed by visual inspection, indicate that not more than 50% of the structures in the Redevelopment Project Area are 35 years of age or older. Therefore, while the RPA does meet more than three (3) of the conservation factors, the area cannot be qualified as a Conservation Area.

# E. Eligibility of an Industrial Park Conservation Area

"Industrial Park Conservation Area" means an area within the boundaries of a RPA located within the territorial limits of a municipality that is a labor surplus municipality or within 1½ miles of the territorial limits of a municipality that is a labor surplus area if the area is annexed to the municipality; which area is zoned industrial no later than at the time the municipality by ordinance designates the RPA, and which area includes both vacant land suitable for use as an industrial park and a Blighted Area or conservation area contiguous to such vacant land.

Finding: The RPA does not qualify as an Industrial Park Conservation Area.

# F. Eligibility Conclusions

This Plan concludes that the 159th and Harlem RPA is eligible for TIF designation as a Blighted Area for both Improved Land and Vacant Land. The use of TIF is required to stimulate investment and eliminate the conditions that have caused the RPA to be considered a Blighted Area.

The Improved Land in the RPA meets the requirements of 11.74.4-3(a) (1) (B), (C), (F), (H), (L) and (M) of the Act for designation as a "Blighted Area", as these criteria are reasonably present and

distributed. For Improved Land designation as a Blighted Area five (5) criteria are to be met, and in this case six (6) criteria have been met.

For Improved Land within the RPA, the following six (6) Blighted Area eligibility factors apply:

- Obsolescence
- Deterioration
- Excessive Vacancies
- Inadequate Utilities
- Lack of Community Planning
- Lagging Equalized Assessed Value

The Vacant Land portion of the RPA is also eligible for designation as a "Blighted Area". For designation as a Blighted Area for vacant land, there are two sections of the Act under which vacant land can be determined to be blighted. Two or more of the criteria in one section are required to be met. In the other section, one or more of the criteria is required to be met. In this case, the vacant land meets the requirements for the first section of the Act.

The Redevelopment Project Area meets the requirements of Section 11-74.4-3(a) (2) (A), (C), (D) and (F) of the Act. In this section of the Act, two (2) criteria are required for designation of vacant land as a Blighted Area.

For Vacant Land within the RPA, the following four (4) Blighted Area eligibility factors apply:

- Obsolete Platting
- Tax sale and special assessment delinquencies
- Deterioration of structures or site improvements in neighboring or adjacent areas
- Lagging Equalized Assessed Value

The parcels constituting Improved Land in the Redevelopment Project Area are listed in **Appendix**3. The parcels constituting Vacant Land in the Redevelopment Project Area are listed in **Appendix**4.

There must be a reasonable presence of and distribution of these factors in the RPA, as stated in the Act. These factors are not required to be present in every parcel. The above factors are distributed throughout the RPA and are present to a meaningful extent such that a local governing body may reasonably find that the factors are clearly present within the intent of the Act. **Appendix 3 and Appendix 4** contain the results of various research, field surveys, and analysis of existing conditions in the RPA, which demonstrates that the above criteria are present to a meaningful extent and distributed throughout the RPA.

The RPA is approximately 252 acres, more than the minimum 1½ acres required by the Act. Only those contiguous parcels of real property that are expected to benefit substantially from the proposed Redevelopment Plan and Project improvements are included in the RPA.

The RPA as a whole is adversely impacted by the presence of blighting factors, which are detrimental to the health, safety, morals or welfare of the public, and these factors are reasonably distributed throughout the RPA. These factors go beyond normal development needs, and to reduce and eliminate the blighted conditions, TIF funds will be necessary to finance redevelopment activities.

In addition, the RPA has not been subject to sound growth and development through investment by private enterprise and the RPA would not reasonably be anticipated to be developed without TIF assistance.

#### III. Redevelopment Plan

This Redevelopment Plan and Project is intended to identify the tools for the Village to use to support improvements and activities that facilitate the redevelopment of the RPA. The goal of the Village, through the implementation of this Redevelopment Plan, is that the RPA be developed to the extent possible in accordance with the Village's Comprehensive Plan and other recent area plans. For this to occur, the Village must foster private investment in the RPA through the strategic leveraging of public funds such as TIF.

Successful implementation of the Redevelopment Plan and Project requires that the Village utilize Incremental Property Taxes in accordance with the Act and work cooperatively with the private sector and local governmental agencies. TIF provides a means for the Village to participate in mutually beneficial public-private partnerships. By means of public investment through the TIF, the RPA will become an environment that will attract private investment.

The goal, objectives and implementation strategies included in this Plan provide a framework to guide the decisions and activities that will be undertaken to facilitate the revitalization of the RPA. These objectives and implementation strategies generally reflect existing Village policies affecting all or portions of the RPA as identified in the entitled *Tinley Park*, *Illinois*, *Comprehensive Plan*, 2000 as well as other plans and studies previously undertaken for the area. TIF will provide a financing tool to facilitate the realization of the objectives of these earlier planning documents.

#### A. Goal

The overarching goal of this Redevelopment Plan and Project is to reduce or eliminate the conditions that qualify the RPA as a "Blighted Area" and to redevelop the 159th and Harlem RPA with commercial, office/restricted industrial, and government/open space uses. To that end, this Redevelopment Plan and Project will provide a comprehensive strategy and guidance for supporting public and private investment to encourage and facilitate redevelopment. The following sections outline the objectives and implementation strategies envisioned to achieve the goal and provide a framework for guiding decisions during the implementation of this Redevelopment Plan.

#### B. Redevelopment Objectives

To achieve the overarching goal of the Redevelopment Plan and Project, the following objectives have been identified:

- 1. Retain and promote existing businesses, support expansion needs, and facilitate recruitment of new businesses.
- 2. Encourage private investment to facilitate rehabilitation and/or new construction of the existing buildings to encourage a high-quality appearance and design standard.

- 3. Provide the necessary public infrastructure improvement to service the RPA and create an environment that will induce private investment. Public infrastructure includes, but is not limited to water/sewer, streets, rights-of-way, sidewalks, wayfinding, parking, electricity and gas, and internet/technology.
- 4. Assemble land into parcels of sufficient shape and size for disposition and redevelopment in accordance with this Redevelopment Plan and contemporary development needs and standards.
- 5. Develop vacant parcels where appropriate and possible.
- 6. Create employment opportunities for the community and surrounding area.
- 7. Maintain the RPA in support of the goals and objectives of other overlapping plans, including, but not limited to, the Village's Comprehensive Plan and Economic Development Strategic Plan.
- 8. Coordinate design within the Redevelopment Project Area.
- 9. Encourage design standards that integrate pedestrian-oriented walkways into the currently auto-oriented commercial areas.
- 10. Support beautification efforts through landscaping, community gateway improvements and enforcement of ordinances.
- 11. Provide adequate parking and loading facilities.

#### C. Redevelopment Program Implementation and Strategies

The Village proposes to achieve the redevelopment goal and objectives of this Redevelopment Plan for the RPA through public financing techniques including, but not limited to, tax increment financing and by utilizing such financing techniques to implement the following specific and integrated strategies:

#### 1. Support the Planning and Due Diligence Efforts Required for Underutilized Sites

The Village may undertake or engage professional consultants, engineers, architects, attorneys, etc. to conduct various analyses, studies, surveys, administration or legal services to establish, implement and manage the Redevelopment Plan.

#### 2. Facilitate Property Assembly, Demolition, and Site Preparation

The Village may acquire and assemble land for the purpose of development and redevelopment of vacant and underutilized sites. Such properties may be acquired by purchase, exchange, or long-term lease by private developers or the Village for new development. The Village may purchase or write down the purchase of land. Should it be necessary, the Village may use the power of eminent domain, as authorized by the Act, to obtain land necessary to achieve the objectives of the Redevelopment Plan and the Redevelopment Project except as to any existing occupied residential dwelling

units. The Village may also assist in the preparation of land to include demolition, environmental remediation and flood mitigation. In addition, the Village may require written redevelopment agreements with developers before acquitting any properties and may enter into development and redevelopment agreements with private or public entities for the furtherance of this Redevelopment Plan.

#### 3. Implement Public Works or Improvements

The Village may provide public works and improvements that are necessary to service the RPA in accordance with the Redevelopment Plan. Public works and improvements may include, but are not limited to, the following:

- Certain infrastructure improvements, in connection with and adjacent to the RPA, may be necessary to advance the goals and objectives of this Redevelopment Plan. It is expected that streets, sidewalks, utilities (including, but not limited to, water/sewer, storm water, and any electrical or data upgrades needed to accommodate current technology), and parking improvements will be part of any redevelopment activity.
- Landscape/buffer improvements, street lighting and general beautification improvements may be provided.

#### 4. Encourage Private Sector Activities

Engaging in written redevelopment agreements or supporting public-private partnerships, the Village may provide financial and other assistance to encourage the private sector, including local businesses and property owners, to invest in activities and improvements that support the goal and objectives of this Redevelopment Plan and Project. Financial assistance for job training of those working within the RPA may be provided by the Village to further encourage economic development through private investment in new development and enterprise and/or expansion of an existing business.

#### 5. Construct, Acquire, Renovate or Rehabilitate Public Facilities

Funds may be provided to pay costs related to the construction of qualifying public facilities and improvements, to acquire existing structures for use as public facilities, and to renovate or rehabilitate existing structures for public use as permitted under the Act.

#### IV. Estimated Redevelopment Project Costs

A wide range of redevelopment activities and improvements will be required to implement the Redevelopment Plan. The eligible cost activities and improvements are summarized below. To the extent that obligations are issued to pay for such Redevelopment Project Costs prior to, and in anticipation of, the adoption of TIF and designation of the RPA, the Village may directly pay or be reimbursed from Incremental Property Taxes for such Redevelopment Project Costs to their fullest extent. These costs are subject to prevailing market conditions and are in addition to total Redevelopment Project Costs.

Total Redevelopment Project Costs, as described in this Redevelopment Plan and Project are intended to provide an upper estimate of expenditures and do not commit the Village to undertake any Redevelopment Project.

While all of the costs in the budget are eligible Redevelopment Project Costs under the Act and this Redevelopment Plan, inclusion herein does not commit the Village to finance all of these costs with TIF funds.

- 1. Costs of studies, surveys, development of plans and specifications, implementation and administration (annual administrative costs shall not include general overhead or administrative costs of the municipality that would still have been incurred by the municipality if the municipality had not designated a Redevelopment Project Area or approved a Redevelopment Plan) of the Redevelopment Plan including, but not limited to, staff and professional service costs for architectural, engineering, legal, financial, planning or other services, as provided for by 65 ILCS 5/11-74.4-3(q)(1–1.5).
- 2. Costs of marketing sites within the Redevelopment Project Area to prospective businesses, developers, and investors, as provided for by 65 ILCS 5/11-74.4-3(q)(1.6).
- 3. Property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights or interests herein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to, parking lots and other concrete or asphalt barriers, and the clearing and grading of land, as provided for by 65 ILCS 5/11-74.4-3(q)(2).
- 4. Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and the cost of replacing an existing public building if pursuant to the implementation of a Redevelopment Project, the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification, as provided for by 65 ILCS 5/11-74.4-3(q)(3).

- 5. Costs of the construction of public works or improvements, including any direct or indirect costs relating to Green Globes or LEED certified construction elements or constructions elements with an equivalent certification, subject to the limitations in Section 11-74.4-3(q)(4) of the Act; as provided for by 65 ILCS 5/11-74.4-3(q)(4).
- 6. Costs of job training and retraining projects, including the cost of "welfare to work" programs implemented by businesses located within the Redevelopment Project Area, as provided for by 65 ILCS 5/11-74.4-3(q)(5).
- 7. Financing costs, including, but not limited to, all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations including interest accruing during the estimated period of construction of the Redevelopment Project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto, as provided for by 65 ILCS 5/11-74.4-3(q)(6).
- 8. To the extent the municipality by written agreement, accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the Redevelopment Project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan and Project (impacts such as those on the municipality may be addressed through these funds), as provided for by 65 ILCS 5/11-74.4-3(q)(7).
- 9. Relocation costs to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or State law or in order to satisfy subparagraph (7) of subsection (n) of Section 11-74.4-3 of the Act, as provided for by 65 ILCS 5/11-74.4-3(q)(8).
- 10. Payment in lieu of taxes, as provided for by 65 ILCS 5/11-74.4-3(q)(9).
- 11. Costs of job training, retraining, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in a RPA; and (ii) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the program to be undertaken, including, but not limited to, the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code, as provided for by 65 ILCS 5/11-74.4-3(q)(10).

- 12. Interest cost incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project, as provided for by 65 ILCS 5/11-74.4-3(q)(11).
  - a) such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;
  - b) such payments in any one year may not exceed 30 percent of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
  - c) if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this provision, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
  - d) the total of such interest payments paid pursuant to the Act may not exceed 30 percent of the total: (i) cost paid or incurred by the redeveloper for such redevelopment project; (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by the municipality pursuant to the Act;
  - e) up to 75 percent of the interest cost incurred by a redeveloper for the financing of rehabilitated or new housing for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act;
  - f) Instead of the eligible costs provided for in (m) 2, 4 and 5 above, the municipality may pay up to 50 percent of the cost of construction, renovation and/or rehabilitation of all low- and very low-income housing units (for ownership or rental) as defined in Section 3 of the Illinois Affordable Housing Act. If the units are part of a residential redevelopment project that includes units not affordable to low- and very low-income households, only the low- and very low-income units shall be eligible for benefits under the Act.
- 13. Contributions to Schools as required by the Act for an increased student population as a result of TIF Projects, as provided for by 65 ILCS 5/11-74.4-3(q)(7.5).
- 14. Contributions to Library as required by the Act for an increased library population as the result of TIF Projects, as provided for by 65 ILCS 5/11-74.4-3(q)(7.7).
- 15. Construction Costs for Affordable Housing, as provided for by 65 ILCS 5/11- 74.4- 3(q)(11 and 11.5).
- 16. Contributions to/incremental revenues transferred to contiguous RPAs, as provided for by 65 ILCS 5/11-74.4-4(q).

- 17. Unless explicitly provided in the Act, the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost, as provided for by 65 ILCS 5/11-74.4-3(q)(12).
- 18. If a special service area has been established pursuant to the Special Service Area Tax Act, 35 ILCS 235/0.01 et seq., then any tax increment revenues derived from the tax imposed pursuant to the Special Service Area Tax Act may be used within the Project Area for the purposes permitted by the Special Service Area Tax Act as well as the purposes permitted by the Act.

(See notes below Table 3 for additional information regarding Redevelopment Project Costs.)

Table 3 - Estimated Redevelopment Project Costs

	Project/Improvement Category	Estimated Project Costs
1.	Administrative Costs (incl. studies, surveys, etc.)	\$ 2,000,000
2.	Site Marketing Costs	\$ 500,000
3.	Property Assembly Costs	\$ 15,000,000
4.	Costs of Building Rehabilitation, Repair or Remodeling	\$ 30,000,000
5.	Costs of Construction or Improvements of Public Works	\$ 35,000,000
6.	Costs of Job Training (Businesses)	\$ 300,000
7.	Financing Costs	\$ 15,000,000
8.	Taxing District Capital Costs	\$ 5,000,000
9.	Relocation Costs	\$ 4,000,000
10.	Payments in Lieu of Taxes	\$ 5,000,000
11.	Costs of Job Training (Community College)	\$ 300,000
12.	Interest Costs (Developer or Property Owner)	\$ 7,000,000
13.	School District Increased Costs	\$ 200,000
14.	Construction Costs for Affordable Housing	\$ 1,000,000
15.	Transfer to contiguous TIF District(s)	\$ 750,000

#### Total Estimated Redevelopment Project Costs (see notes)

\$121,050,000

#### Notes regarding Estimated Redevelopment Project Costs:

- a. All costs are in 2020 dollars and may be increased by up to five percent (5%) after annual adjustments for inflation (as reflected in the Consumer Price Index (CPI) for all Urban Consumers in U.S. Cities, published by the U.S. Department of Labor) from the date the plan was adopted, as allowed by the Act.
- b. Private redevelopment costs and investment are in addition to the above.
- c. To the extent permitted by law, the Village reserves the right to adjust and transfer estimated amounts within the Total Estimated Redevelopment Project Costs among the categories of eligible Estimated Redevelopment Project Costs set forth therein, provided any such adjustment or transfer shall not increase the Total Estimated Redevelopment Project Costs, other than as otherwise provided in these notes.
- d. Certain infrastructure work in connection with and appurtenant to the RPA can be undertaken under the Act.
- e. Total estimated budgeted costs exclude any additional financing costs, including interest expense, capitalized interest, and any and all closing costs associated with any obligations issued, which shall be in addition to the Total Redevelopment Project Costs.
- f. In the case where a private individual or entity received benefits under the Act for the purpose of originating, locating, maintaining, rehabilitating, or expanding a business facility abandons or relocates its facility in violation of a redevelopment agreement, the Village reserves the right to collect reimbursement for funds extended in accordance with the Act.

- g. Including all categories of costs permitted under 65 ILCS 5/11-74.4-3(q) (1), (1.5), (1.6), (2), (3), (4), (5), (6), (7), (7.5), (7.7), (8), (9), (10), (11), and 65 ILCS 5/11-74.4-4(q).
- h. Unless explicitly stated herein the costs of construction of new privately-owned buildings shall not be an eligible redevelopment project cost.
- i. None of the redevelopment project costs enumerated above shall be eligible redevelopment project costs if those costs would provide direct financial support to a retail entity initiating operations in the RPA while terminating operations at another Illinois location within 10 miles of the RPA but outside the boundaries of the Village. See 65 ILCS 5/11-74.4-3(q) (13).

The Village may pay directly or reimburse developers who incur Redevelopment Project Costs authorized by a redevelopment agreement.

The Village reserves the right to utilize revenues received under the Tax Increment Allocation Redevelopment Act for eligible costs from one RPA in another RPA that is either contiguous to, or is separated only by a public right-of-way from, the RPA from which the revenues are received.

It is anticipated that the Village may choose to stage Village expenditures for Redevelopment Project Costs on a reasonable and proportional basis to coincide with Redevelopment Project expenditures by private developers and the receipt of revenues from the Redevelopment Projects.

#### V. Agreement with Comprehensive Plan

The RPA should be redeveloped primarily in a planned and cohesive manner providing sites for primarily commercial/retail, office/restricted industrial, and government/open space land uses. Future land uses should be arranged and located to minimize conflicts between neighboring land use activities. The intent of this Redevelopment Plan is also to enhance and support the existing, viable uses in the RPA by providing opportunities for financial assistance for revitalization of existing improvements and infrastructure and new development where appropriate.

The Goals and Objectives of the Redevelopment Plan conform to the comprehensive plan of the municipality. The comprehensive plan of the Village is entitled *Tinley Park, Illinois, Comprehensive Plan, 2000*.

The following select "Goals, Objectives and Policies" as stated in the Comprehensive Plan (pages 8 - 11) are reflected in the goals, objectives, and implementation strategies in this Redevelopment Plan:

#### **Land Use**

- Control residential density as well as industrial and commercial land allocations in line with infrastructure and service facility development
  - Maintain balance among residential, commercial, office, cultural, industrial, and open space land allocations.
  - Provide land for industrial uses that are not intrusive on residential areas.
  - Require strict adherence to state and local environmental performance standards.
  - Encourage the continuous improvement of parks and the recreation system.

#### Transportation

- Provide a safe, efficient and balanced transportation system
  - Improve the system of thoroughfares to move people quickly, economically and conveniently.
  - Improve the system of minor roads to serve all areas of traffic generation.
  - Create safe and attractive bike and pedestrian ways within town and the forest preserves.
  - Improve the METRA Commuter Rail and the PACE Bus transportation system for the Tinley Park planning area.

#### **Public Lands, Places and Structures**

- Provide the Community with facilitiies that are safe, efficient and well located.
  - Plan and purchase locations for future municipal facilities as early as possible to achieve investment economies and proper planning.

 Plan facilities to provide sufficient capacities needed to accommodate long-term needs.

#### **Appearance**

- Enhance the appearance of the access points to the village, the major thoroughfares and the central business district.
  - Improve the architectural facades of buildings on the thoroughfares leading to, and in the central business district.
  - Landscape the thoroughfares and the central business district.
  - Develop and implement a uniform street furniture design and street scape plan for the thoroughfares and the central business district.

#### **Economic Development**

- Encourage business investment and increase employment opportunities in a variety of businesses and industries.
  - Encourage steady growth of business and commercial activities in balance with anticipated population growth.
  - Maintain and develop the Central Business District.
  - Encourage controlled growth of small business, light industry and office uses in order to diversify and strengthen the tax base and provide employment.
  - Provide sites and locations for growing businesses to remain in Tinley Park.
- In order to attract new business and industry, efforts are concentrated on the following areas: (1) retention of existing business and industry; (2) maintaining and improving public facilities; (3) providing tax abatement programs and other incentives to attract new prospects; (4) marketing.

#### **Public Places and Utilities**

- Develop municipal facilities and services that economically and adequately service existing and anticipated growth.
  - Eliminate or reduce flooding hazards and install retention/detention areas where possible.
  - Require new developments to pay for capital improvements necessary to serve the new developments.
  - Plan and estimate costs for infrastructure necessary for new development, and require the new development to pay for those improvements.

#### **Intergovernmental Cooperation**

- Continue and/or establish positive working relationships with all units of local, state and federal governments.
  - Establish effective communication with all units of government, utilizing those resources available from other government to further the goals and objectives of the community.

The Village's Future Land Use Map, as shown in Map 3 of this Redevelopment Plan, shows properties in the Redevelopment Project Area as being designated for commercial, office/restricted industrial, government/schools/open space/institution, and water features uses.

The Village's Comprehensive Plan goals and Future Land Uses generally correspond to the land uses and goals outlined in this Redevelopment Plan, as well as with the goals and objectives for the parcels within the RPA according to the Village's *Economic Development Strategic Plan, 2019*, written by the Village's Economic and Commercial Commission (ECC). The Economic Development Strategic Plan states that "local economic development requires ongoing efforts and flexibility to adapt and respond to regional, national, and global changes." The Economic Development Strategic Plan notes three main goals for the Village: Resource Development, Business Development, and Prospect Development, and details objectives for each of these. More specifically, Strategy #3, "159th Harlem Retail", notes an objective to "sell Tinley" and assigns the Economic Development Department of the Village to "work with brokers to recruit tenants to fill vacancies." The plan further states: "Retail is one of Tinley Park's main economic drivers. The Harlem retail corridor south of 159th has suffered higher than normal vacancy rates due to Kmart's closure. The ECC recommends working with brokers and retail site selectors to recruit retailers to the corridor."

In summary, the above statements and objectives in the Village's Comprehensive Plan, and within other Village planning and development documents, and the land uses identified in the Village's Future Land Use Map reflect the goals and land uses in this Redevelopment Plan.

#### VI. Redevelopment Project Certifications and Findings

This section reviews the Redevelopment Plan and provides appropriate responses to certifications and findings required in the Act.

#### Certifications

For each of the certifications below, the Act requires "each Redevelopment Plan shall set forth in writing the program to be undertaken to accomplish the objectives and shall include but not be limited to:..."

#### A. Redevelopment Project Costs

The Redevelopment Project Costs are detailed in **Section IV. Estimated Redevelopment Project Costs**.

#### B. Lack of Growth and Development

As described in **Section II**, the RPA as a whole is adversely impacted by the presence of numerous factors, and these factors are reasonably distributed throughout the RPA. The RPA on the whole has not been subject to growth and development through investment by private enterprise. The lack of private investment is evidenced by continued existence of the factors referenced above and the lack of new development projects initiated or completed within the RPA.

The lack of growth and investment by the private sector in the Redevelopment Project Area is evidenced by the existence of blighting area factors including and not limited to the following:

- Underutilized and vacant parcels
- Economic and functional obsolescence in buildings and parcels
- Deterioration of structures
- Non-conforming land use
- Lack of public infrastructure and services
- Declining EAV

It is clear from the study of this area that private investment in revitalization and redevelopment has not occurred to overcome the blighting area conditions that currently exist. The RPA is not reasonably expected to be developed without the efforts and leadership of the Village, including the adoption of the Redevelopment Plan and Project.

#### C. Financial Impacts on Taxing Districts

Redevelopment within the RPA may result in additional demands on services provided by taxing districts. At this time, no special programs or projects are proposed that would result in an increased demand for services or capital improvements by any other taxing districts.

The Village intends to monitor development in the RPA, and in cooperation with the other taxing districts, will endeavor to ensure that any increased needs that may arise as a result of a particular development are addressed. The nature of the redevelopment that is anticipated in the area as a result of this Redevelopment Plan and Project consists primarily of renovation and rehabilitation, or replacement, of existing buildings, redevelopment of underutilized properties, and infrastructure improvements.

While redevelopment activities may have some impact on other taxing districts, no significant impacts are anticipated. Should service needs increase as a result of redevelopment activity, the Village will work with the impacted district(s) to determine which programs are necessary to provide adequate services, if any.

The following entities currently levy taxes on properties located within the RPA:

- Cook County
- Cook County Consolidated Elections
- Cook County Forest Preserve District
- Metropolitan Water Reclamation District of Greater Chicago
- South Cook County Mosquito Abatement District
- Moraine Valley Community College District 524
- South Suburban Community College District 510
- Consolidated High School District 230
- Community High School District 228
- Community Consolidated School District 146
- Bremen Township
- Bremen Township General Assistance
- Bremen Township Road & Bridge
- Orland Township
- Orland Township General Assistance
- Orland Township Road & Bridge
- Tinley Park Park District
- Village of Tinley Park
- (Tinley Park Public Library ) Village of Tinley Park Library Fund
- Village of Tinley Park Special Service Area No. 3

#### D. Sources of Funds to Pay Costs

The Incremental Property Taxes are expected to be a principal source of funds to pay Redevelopment Project Costs and secure municipal general and revenue obligations issued for that purpose. Funds may also be derived from Incremental Property Taxes from contiguous RPAs. The Village may pledge as payment additional revenues including revenues from the Redevelopment Project, municipal property taxes or other revenue sources, and bonds backed by the general obligation of the municipality. In addition, the Village may utilize state and federal

grants. Finally, the Village may permit the utilization of guarantees, deposits, and other forms of security made available by private sector developers.

#### E. Nature and Term of Obligations

The Village may issue obligations secured by or payable from Incremental Property Taxes pursuant to the Act. To enhance the security of such municipal obligations, the Village may pledge its full faith and credit through the issuance of general obligation bonds. Additionally, the Village may provide other legally permissible credit enhancements to any obligations issued pursuant to the Act. All obligations issued by the Village pursuant to this Redevelopment Plan and the Act shall be retired by the end of the 24<sup>th</sup> year after the year of adoption of the initial ordinances approving the RPA and Redevelopment Plan and Project.

In addition to paying Redevelopment Project Costs, Incremental Property Taxes may be used for the scheduled retirement of obligations, mandatory or optional redemptions, establishment of debt service reserves and bond sinking funds, and any other lawful purpose. To the extent that Incremental Property Taxes are not needed for these purposes, any excess Incremental Property Taxes may then become available for distribution annually to taxing districts within the RPA in the manner provided by the Act.

The scheduled final maturity date of any financial obligation may not exceed 20 years from the date of issuance. One or more series of obligations may be issued to implement the Redevelopment Plan for the RPA. Subsequent obligations, if any, may be issued as junior lien obligations or as parity obligations.

#### F. Recent Equalized Assessed Valuation

The purpose of identifying the most recent EAV of the Project Area is to provide an estimate of the initial EAV which the Cook County Clerk will certify for the purpose of annually calculating the incremental EAV and incremental property taxes of the Redevelopment Project Area. The 2018 EAV of all taxable parcels in the Redevelopment Project Area is approximately \$53,527,332. This total EAV amount, by PIN, is summarized in **Appendix 2.** 

The EAV is subject to verification by the Cook County Clerk. After verification, the final figure shall be certified by the Cook County Clerk and shall become the Certified Initial EAV from which all incremental property taxes in the Redevelopment Project Area will be calculated by Cook County. The Plan has utilized the EAVs for the 2018 tax year.

#### G. Estimate as to the Equalized Assessed Valuation

The estimated EAV of real property within the RPA, by tax year 2043 (collection year 2044), is anticipated to be between \$115,000,000 and \$145,000,000. The estimates are based on several key assumptions including the following: (1) the most recent State Multiplier of 1.000 applied to 2018 assessed values will remain unchanged; (2) for the duration of the RPA, the tax rate for the entire area is assumed to be the same and will remain unchanged from the 2018 level; and (3)

growth from reassessments of existing properties in the RPA will be at a rate of 1% per year with a reassessment every three years. The estimate for the higher end of the range includes the prior assumptions and includes projections based on increased EAV that may result from estimated redevelopment activity within the RPA over a 23-year period. Anticipated future development includes but is not limited to, commercial/retail, office/restricted industrial, government/open space and mixed uses. Depending on the actual redevelopment that occurs, the EAV may be realized at a higher or lower amount than indicated in the range above.

#### H. Commitment to Fair Employment Practices/Affirmative Action Plan

The Village is committed to and will affirmatively implement the assurance of equal opportunity in all personnel and employment actions with respect to this Redevelopment Plan and the Redevelopment Project. This includes, but is not limited to: hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, etc. without regard to any non-merit factor, including race, national origin, color, religion, sex, sexual orientation, gender identity, disability (physical or mental), age, status as a parent, or genetic information.

In order to implement this principle for this Redevelopment Plan, the Village shall require and promote equal employment practices and affirmative action on the part of itself and its contractors and vendors. In particular, parties engaged by the Village shall be required to agree to the principles set forth in this section.

#### I. Industrial Park Conservation Redevelopment Project Area

This Redevelopment Plan does not concern an Industrial Park Conservation RPA.

#### J. Annexation of Property

All of the property within the RPA is annexed to the municipality or shall be prior to the adoption of the RPA and Redevelopment Plan and Project.

#### K. Estimated Date of Completion

The Act sets the latest date as December 31st of the 24th year after the year in which the ordinance approving the Redevelopment Project Area is approved. The Redevelopment Project is to be completed and all obligations issued to finance Redevelopment Project Costs are to be retired by December 31, 2045, assuming this Redevelopment Plan and Redevelopment Project is adopted in 2020.

#### L. Incremental Tax Revenue

Based on the historical lack of private investment without assistance and the documented problems in the RPA, the Village finds that the RPA would not reasonably be developed "but for" the use of incremental tax revenue. This is also noted previously in this section under **Redevelopment Project Certification B**.

#### **Findings**

For each of the findings below, the Act requires "each Redevelopment Plan shall set forth in writing the program to be undertaken to accomplish the objectives and shall include but not be limited to:..."

The Village makes the following findings as described in the Act:

#### Use of Incremental Tax Revenues

The Village hereby certifies that incremental revenues will be exclusively utilized for the development of the RPA or in a contiguous RPA as allowed by the Act. Certain infrastructure work in connection with and appurtenant to the RPA can be undertaken under the Act. Incremental Property Taxes will be used according to the total estimated budget costs and as set forth in this Plan for the development of the RPA.

#### 2. Housing Impact Study, Relocation and Displacement

There are currently fewer than ten residential units in the RPA. The Village hereby certifies that this Redevelopment Plan and Redevelopment Project will not result in the displacement of residents from ten (10) or more inhabited residential units. Therefore, a housing impact study and a relocation plan is not required as a part of this Plan.

#### 3. Contiguous Parcels of Real Property and Improvements

The boundary map of the RPA is **Map 1** and is made part of this document by reference hereto. It illustrates that all parcels in the RPA are contiguous.

The RPA was found to qualify as a Blighted Area according to the Act. The Redevelopment Plan Program (Section III. C. of this document) and Redevelopment Project Costs Section IV are specifically geared to remediation of Blighted Area factors. Therefore, the Village finds that the area will substantially benefit from the proposed Redevelopment Project investment in infrastructure and facilities.

#### 4. Land Use Restrictions

The Redevelopment Plan does not include the development of vacant land: (i) with a golf course, or; (ii) designated as public land for "outdoor recreational activities" or for nature preserves used for those purposes within five years prior to the adoption of the Redevelopment Plan.

#### 5. Historic Resource

This Redevelopment Plan hereby certifies that Redevelopment Project Costs relating to the demolition, removal, or substantial modification of historic resources, if present, will be utilized in conformance with the Act. There are no historic resources, as defined by the Act, currently existing within this RPA, and therefore, this section does not currently apply, nor is it expected to apply to this Redevelopment Plan and Redevelopment Project during its term.

#### 6. Regional Transportation Authority STAR

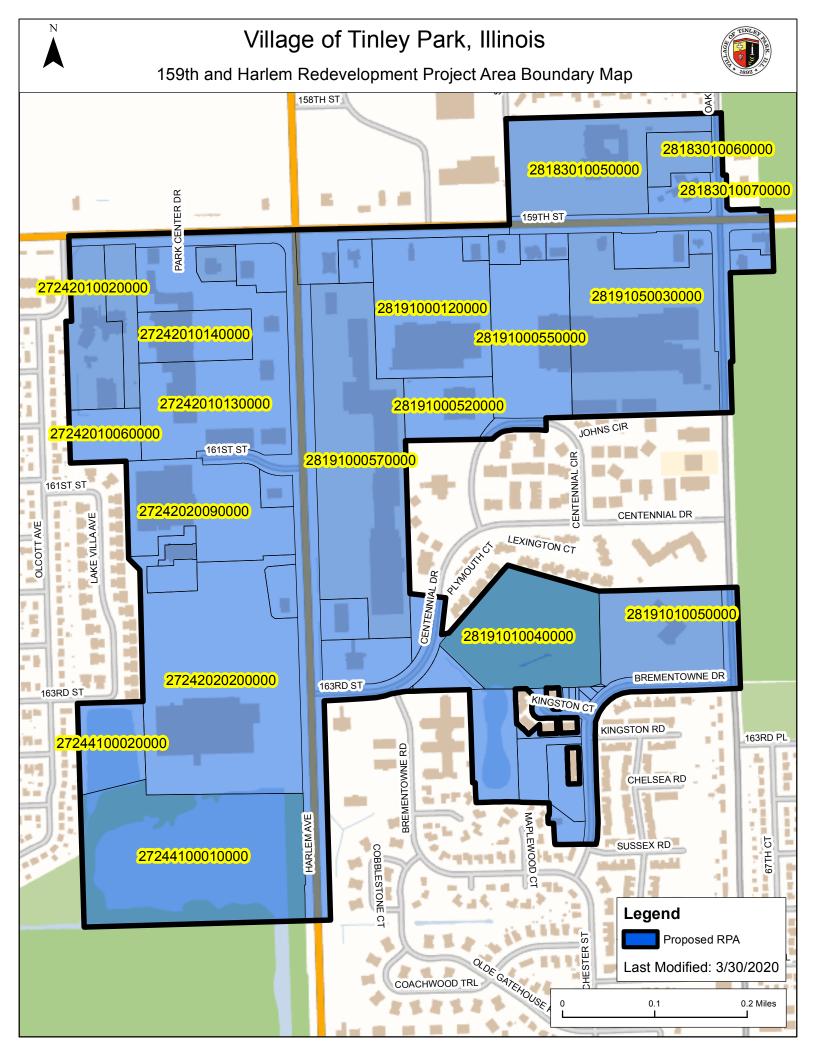
This Redevelopment Plan hereby certifies that no part of the proposed RPA is within one-half mile of an existing or proposed Regional Transportation Authority STAR line station.

### VII.Provisions for Amending the Redevelopment Plan and Project

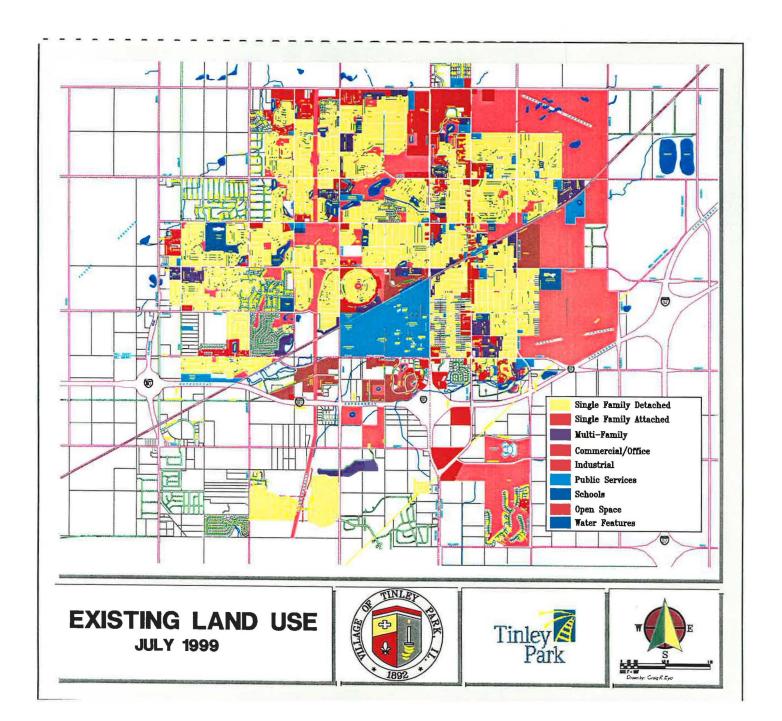
This Redevelopment Plan and Project may be amended pursuant to the Act.

#### Maps

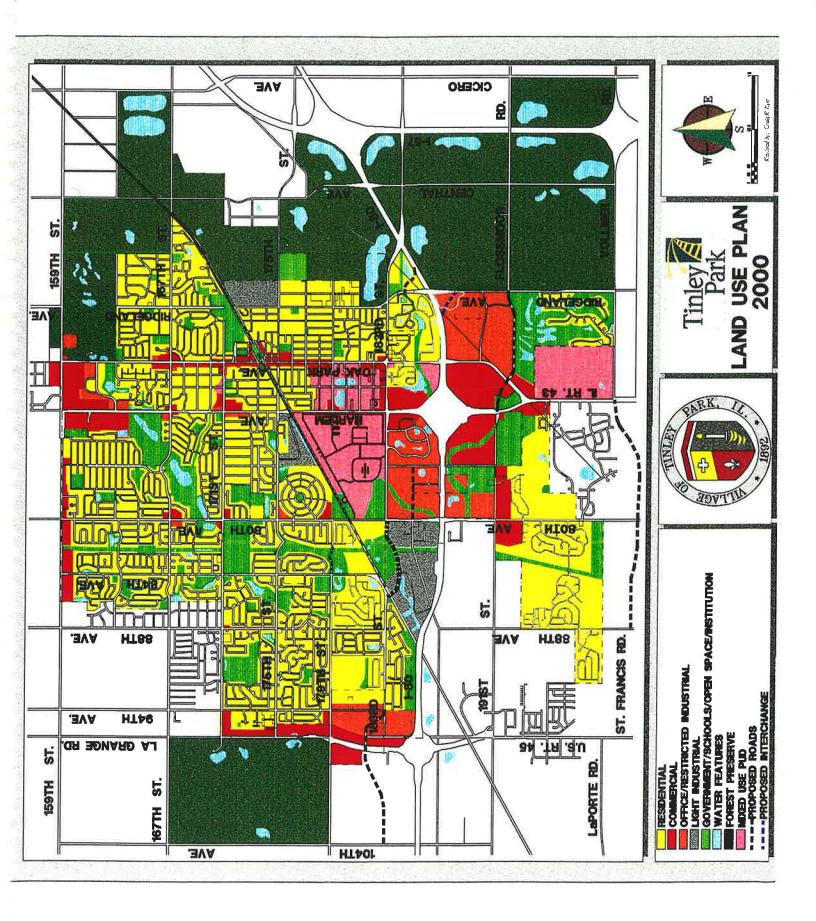
Map 1:	Map 1: Redevelopment Project Area Boundary					



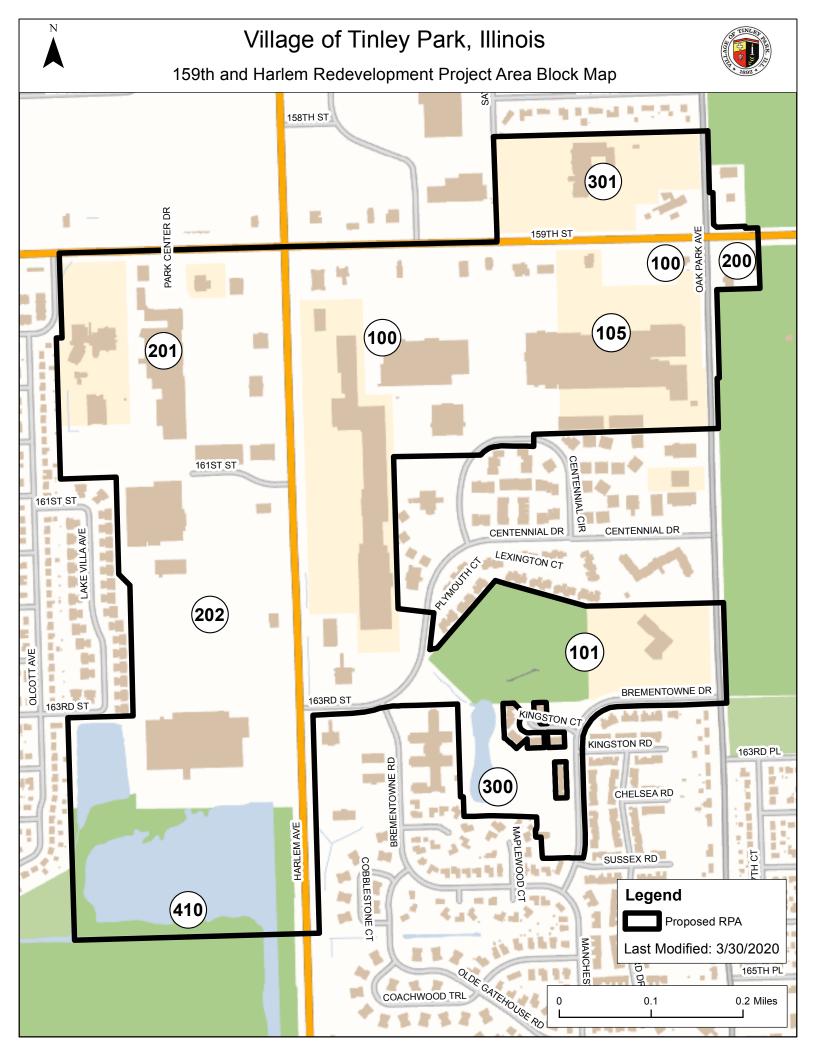
#### Map 2: Existing Land Use



#### Map 3: Future Land Use



Map 4:	Map 4: Redevelopment Project Area Block Map					



#### **Appendices**

#### Appendix 1: Redevelopment Project Area Legal Description

Those parts of Section 24, Township 36 North, Range 12, Section 18, Township 36 North, Range 13, Section 19, Township 36 North, Range 13, all East of the Third Principal Meridian, Cook County, Illinois more particularly bounded and described as follows:

Beginning at the southwest corner of Lot 1 in Super-K Subdivision as per plat thereof recorded March 20, 1991 as document number 97195157;

Thence northerly along the west line of Lot 1 in said Super-K Subdivision and the west line of Lot 2 in said Super-K Subdivision, to the north line of said Lot 2;

Thence easterly along the north line of Lot 2 in said Super-K Subdivision, to a west line of Lot 3 in said Super-K Subdivision;

Thence northerly, northwesterly and northerly along the west lines of Lot 3 in said Super-K Subdivision, to the western most northwest corner of said Lot 3, also being the western most southwest corner of Lot 1 in Park Place Subdivision as per plat thereof recorded December 7, 1992 as document number 92914537;

Thence northerly along the west line of Lot 1 in said Park Place Subdivision to the north line of Lot 1 in said Park Place Subdivision and the south line of the Northeast Quarter of the Northeast Quarter of Section 24, Township 36 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois;

Thence westerly along the south line of south line of the Northeast Quarter of the Northeast Quarter of Section 24, Township 36 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois, to the west line of the East Half of the Northeast Quarter of Section 24, Township 36 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois;

Thence northerly along said west line, to the south line of Olcott Avenue dedicated as per plat thereof recorded June 28, 1973 as document number 22379900;

Thence easterly along said south line, to the east line of Olcott Avenue dedicated as per plat thereof recorded June 28, 1973 as document number;

Thence northerly along said east line, and the northerly prolongation thereof to the north line of the East Half of the Northeast Quarter of Section 24, Township 36 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois;

Thence easterly along said north line, to the northeast corner of the East Half of the Northeast Quarter of Section 24, Township 36 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois;

Thence southerly to the southwest corner of Section 18, also the northwest corner of Section 19, both in Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence easterly along the south line of Section 18, also the north line of Section 19, both in Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the west line of the East Half of the Southwest Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence northerly along the west line of the East Half of the Southwest Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the north line of the south 600 feet of the East Half of the Southwest Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence easterly along the north line of the south 600 feet of the East Half of the Southwest Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the east line of the Southwest Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, also the west line of the Southeast Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence southerly along the west line of the Southeast Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the north line of the south 247 feet of the Southeast Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence easterly along the north line of the south 247 feet of the Southeast Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the east line of the west 50 feet of the Southeast Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence southerly along the east line of the west 50 feet of the Southeast Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to a point 15 feet north of the right of way of 159th Street as indicated in Special Warranty Deed recorded September 28, 2011 as document number 1127141045;

Thence southeasterly to a point of intersection with the north right of way line of 159th Street and the east line of the west 65 feet of the Southeast Quarter of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois as indicated in Special Warranty Deed recorded September 28, 2011 as document number 1127141045;

Thence easterly, southerly and easterly along the right of way of 159th Street, to the northerly prolongation of the east line of the west 300 feet of the West Half of the Northeast Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence southerly along the east line of the west 300 feet of the West Half of the Northeast Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the south line of the north 300 feet of the West Half of the Northeast Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence westerly along the south line of the north 300 feet of the West Half of the Northeast Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the west line of the West Half of the Northeast Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, also the east line of the East Half of the Northwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence southerly along the west line of the West Half of the Northeast Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, also the east line of the East Half of the Northwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the easterly prolongation of the south line of parcel of land being part of the East Half of the Northwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian described as follows: Beginning on the south right of way line of 159th Street as dedicated by plat of dedication recorded July 8, 1932 as document number 11113021 and ratification thereof file April 8, 1971 as document number LR2551034, a distance of 183.00 feet west of the east line of said Northwest Quarter; thence west 180.00 feet along last said south line; thence south 5.00 feet; thence west 200.00 feet along a line 5.00 feet south of and parallel to the south line of said 159th Street; thence north 5.00 feet; thence west 307.62 feet along the south line of said 159th Street; thence south 1050.00 feet on a line normal to said south line of 159th Street; thence east 845.55 feet to the west right of way line of Oak Park Avenue (which is 33.00 feet west of the east line of said Northwest Quarter of said Section); thence north along last said west line 355.45 feet to a point 694.55 feet south from the south right of way line of 159th Street; thence west 17.00 feet; thence north 555.63 feet; thence west 133.00 feet; thence north 139.68 feet to the south line of 159th Street and the Point of Beginning;

Thence westerly along the easterly prolongation of the south line and the south line of parcel of land being part of the East Half of the Northwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian described as follows: Beginning on the south right of way line of 159th Street as dedicated by plat of dedication recorded July 8, 1932 as document number 11113021 and ratification thereof file April 8, 1971 as document number LR2551034, a

distance of 183.00 feet west of the east line of said Northwest Quarter; thence west 180.00 feet along last said south line; thence south 5.00 feet; thence west 200.00 feet along a line 5.00 feet south of and parallel to the south line of said 159th Street; thence north 5.00 feet; thence west 307.62 feet along the south line of said 159th Street; thence south 1050.00 feet on a line normal to said south line of 159th Street; thence east 845.55 feet to the west right of way line of Oak Park Avenue (which is 33.00 feet west of the east line of said Northwest Quarter of said Section); thence north along last said west line 355.45 feet to a point 694.55 feet south from the south right of way line of 159th Street; thence west 17.00 feet; thence north 555.63 feet; thence west 133.00 feet; thence north 139.68 feet to the south line of 159th Street and the Point of Beginning, to the southwest corner thereof and also the southeast corner of parcel of land being part of the West Half and the East Half of the Northwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian described as follows: Beginning at the south right of way line of 159th Street as dedicated by plat of dedication recorded July 8, 1932 as document number 11113021 and ratification thereof filed April 8, 1971 as document LR 2551034 and the line between the East Half and the West Half of said Northwest Quarter; thence west 117.55 feet along said south right of way line 1094 feet east of the west line of said Northwest Quarter; thence south 1050 feet on last said line; thence east 451.56 feet on a line 1050 feet south of and parallel to said south right of way line; thence north 1050 feet to said south right of way line a distance of 339.11 feet east of the Point of Beginning; thence west 339.11 feet on last said right of way line to the Point of Beginning;

Thence continuing westerly on the south line of parcel of land being part of the West Half and the East Half of the Northwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian described as follows: Beginning at the south right of way line of 159th Street as dedicated by plat of dedication recorded July 8, 1932 as document number 11113021 and ratification thereof filed April 8, 1971 as document LR 2551034 and the line between the East Half and the West Half of said Northwest Quarter; thence west 117.55 feet along said south right of way line 1094 feet east of the west line of said Northwest Quarter; thence south 1050 feet on last said line; thence east 451.56 feet on a line 1050 feet south of and parallel to said south right of way line; thence north 1050 feet to said south right of way line a distance of 339.11 feet east of the Point of Beginning; thence west 339.11 feet on last said right of way line to the Point of Beginning, to the western most northwest corner of Outlot C in Dun Raven Place Phase II as per plat thereof recorded September 28, 2001 as document number 0010908493;

Thence southwesterly to a point of tangency in the north line of Outlot D in Dunraven Place as per plat thereof recorded August 30, 1999 as document number 99827216 being the westerly terminus of an arc having a radius of 192.00 feet and an arc length of 300.13 feet;

Thence westerly and southwesterly along the northerly limits of Outlot D in Dunraven Place as per plat thereof recorded August 30, 1999 as document number 99827216, to the easterly prolongation of the south line of parcel of land described as follows: That part of Lot 3 lying north of a line drawn parallel with the north line of said Lot 3 through a point in the west line of said Lot 3 which point is 352.19 feet south of the northwest corner of said Lot 3 as measured along

said west line all in Centennial Office Park as per plat thereof recorded October 5, 1988 as document number 88458264;

Thence westerly along the easterly prolongation of the south line and the south line of parcel of land described as follows: That part of Lot 3 lying north of a line drawn parallel with the north line of said Lot 3 through a point in the west line of said Lot 3 which point is 352.19 feet south of the northwest corner of said Lot 3 as measured along said west line all in Centennial Office Park as per plat thereof recorded October 5, 1988 as document number 88458264, to the west line of said Lot 3, also the east line of Lot 1 in Tinley Park Plaza Subdivision as per plat thereof recorded April 7, 2004 as document number 0409818067;

Thence southerly along the east line of Lot 1 in Tinley Park Plaza Subdivision as per plat thereof recorded April 7, 2004 as document number 0409818067, also the west line of Centennial Subdivision Unit No. 1 as per plat thereof recorded July 2, 1984 as document number 27155558, to the south line of Centennial Subdivision Unit No. 1 as per plat thereof recorded July 2, 1984 as document number 27155558;

Thence southeasterly along the south line of Centennial Subdivision Unit No. 1 as per plat thereof recorded July 2, 1984 as document number 27155558, to the westerly line of Centennial Drive as dedicated by instrument recorded July 9, 1980 as document number 25509385;

Thence continuing southeasterly along the southeasterly prolongation of the south line of Centennial Subdivision Unit No. 1 as per plat thereof recorded July 2, 1984 as document number 27155558, to the west line of Parcel 4 in Final Plat of Meadow Mews Phase One PUD as per plat thereof recorded May 19, 1993 as document number 93378525 (recording information based upon 2019 Tax Map for Cook County, Illinois because of closure of Cook County Recorder's Office due to COVID-19 Pandemic);

Thence southerly on the west line of Parcel 4 in Final Plat of Meadow Mews Phase One PUD as per plat thereof recorded May 19, 1993 as document number 93378525 (recording information based upon 2019 Tax Map for Cook County, Illinois because of closure of Cook County Recorder's Office due to COVID-19 Pandemic), to the southeast line of Parcel 4 in Final Plat of Meadow Mews Phase One PUD as per plat thereof recorded May 19, 1993 as document number 93378525 (recording information based upon 2019 Tax Map for Cook County, Illinois because of closure of Cook County Recorder's Office due to COVID-19 Pandemic);

Thence northeasterly along the southeast line of Parcel 4 in Final Plat of Meadow Mews Phase One PUD as per plat thereof recorded May 19, 1993 as document number 93378525 (recording information based upon 2019 Tax Map for Cook County, Illinois because of closure of Cook County Recorder's Office due to COVID-19 Pandemic) and the southeast line of Parcel 14 in Final Plat of Meadow Mews Phase Two PUD as per plat thereof recorded May 19, 1993 as document number 93378524 (recording information based upon 2019 Tax Map for Cook County, Illinois because of closure of Cook County Recorder's Office due to COVID-19 Pandemic), to the

southwest line of Parcel 14 in Final Plat of Meadow Mews Phase Two PUD as per plat thereof recorded May 19, 1993 as document number 93378524 (recording information based upon 2019 Tax Map for Cook County, Illinois because of closure of Cook County Recorder's Office due to COVID-19 Pandemic);

Thence southeasterly along the southwest line of Parcel 14 in Final Plat of Meadow Mews Phase Two PUD as per plat thereof recorded May 19, 1993 as document number 93378524 (recording information based upon 2019 Tax Map for Cook County, Illinois because of closure of Cook County Recorder's Office due to COVID-19 Pandemic), to the north line of parcel of land being part of the West Half of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois described as follows: Beginning at the southeast corner of the Northwest Quarter of Section 19; thence North 89 degrees 43 minutes West (bearings assumed for purposes of this parcel only) 585 feet along the south line of said Northwest Quarter to a point of curve; thence southwesterly on a curve concave to the northwest having a radius of 258.72 feet, an arc distance of 101.52 feet and a chord bearing of South 79 degrees 02 minutes 33 seconds West; thence North 68 degrees 24 minutes 11 seconds West 79.57 feet; thence North 00 degrees 12 minutes 54 seconds East 533 feet; thence south 89 degrees 43 minutes East 755.40 feet, to the east line of said West Half of Section 19; thence South 00 degrees 03 minutes 54 seconds East 542.27 feet along said line to the Point of Beginning;

Thence easterly along the north line of parcel of land being part of the West Half of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois described as follows: Beginning at the southeast corner of the Northwest Quarter of Section 19; thence North 89 degrees 43 minutes West (bearings assumed for purposes of this parcel only) 585 feet along the south line of said Northwest Quarter to a point of curve; thence southwesterly on a curve concave to the northwest having a radius of 258.72 feet, an arc distance of 101.52 feet and a chord bearing of South 79 degrees 02 minutes 33 seconds West; thence North 68 degrees 24 minutes 11 seconds West 79.57 feet; thence North 00 degrees 12 minutes 54 seconds East 533 feet; thence south 89 degrees 43 minutes East 755.40 feet, to the east line of said West Half of Section 19; thence South 00 degrees 03 minutes 54 seconds East 542.27 feet along said line to the Point of Beginning, to the east line of the West Half of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence southerly along the east line of the West Half of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the easterly prolongation of the north line of Lot 1 in Warthen's Resubdivision as per plat thereof recorded September 4, 1975 as document number 23210202;

Thence westerly along the north line of Lot 1, the westerly prolongation of the north line of Lot 1 and the north line of Lot 2 all in Warthen's Resubdivision as per plat thereof recorded September 4, 1975 as document number 23210202, to the south line of Bremen Towne Drive as heretofore dedicated in Bremen Towne Unit No. 1 as per plat thereof recorded November 4, 1968 as document number 20666550 and filed as LR2419778;

Thence westerly, southwesterly and southerly along the south line, southeast line and east line of Bremen Town Drive as heretofore dedicated in Bremen Towne Unit No. 1 as per plat thereof recorded November 4, 1968 as document number 20666550 and filed as LR2419778, to the southwest line of Bremen Towne Drive as heretofore dedicated in Bremen Towne Unit No. 1 as per plat thereof recorded November 4, 1968 as document number 20666550 and filed as LR2419778;

Thence northwesterly along the southwest line of Bremen Towne Drive as heretofore dedicated in Bremen Towne Unit No. 1 as per plat thereof recorded November 4, 1968 as document number 20666550 and filed as LR2419778, to the west line of Bremen Towne Drive as heretofore dedicated in Bremen Towne Unit No. 1 as per plat thereof recorded November 4, 1968 as document number 20666550 and filed as LR2419778;

Thence northerly along the west line of Bremen Towne Drive as heretofore dedicated in Bremen Towne Unit No. 1 as per plat thereof recorded November 4, 1968 as document number 20666550 and filed as LR2419778 to the north line of Lot 16 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252;

Thence westerly along the north line of Lot 16 and the north line of Lot 15 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252, to the southerly prolongation of the east line of Lot 17 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252;

Thence northerly along the southerly prolongation of the east line of Lot 17, and the east line of Lot 17 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252, to the southeast corner of Lot 18 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252;

Thence northerly, westerly, northerly, easterly and northerly along the eastern limits of Lot 18 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252, to the northeast corner of Lot 18 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252;

Thence westerly along the north line of Lot 18, the north line of Lot 19, the north line of Lot 20, the north line of Lot 21 and the north line of Lot 26 all in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252, to the east line of Lot 27 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252;

Thence northerly along the east line of Lot 27 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252, to the north line of Lot 27 in Bremen

Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252;

Thence westerly along the north of Lot 27 in Bremen Woode Subdivision as per plat thereof recorded October 30, 1978 as document number T3056252, to the west line of parcel of land being part of the Southwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian described as follows: Commencing at the northwest corner of the Southwest Quarter of said Section 19; thence South 89 degrees 43 minutes East (bearings assumed for purposes of this parcel only) 908 feet along the north line of said Southwest Quarter to the Point of Beginning; thence continuing South 89 degrees 43 minutes East 258.81 feet along said north line; thence South 657.03 feet; thence North 89 degrees 59 minutes 58 seconds West 244.05 feet; thence North 116.32 feet; thence North 89 degrees 58 minutes 30 Seconds West 15 feet; thence North 00 degrees 01 minutes 30 seconds East 542 feet to the Point of Beginning;

Thence northerly along the west line of parcel of land being part of the Southwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian described as follows: Commencing at the northwest corner of the Southwest Quarter of said Section 19; thence South 89 degrees 43 minutes East (bearings assumed for purposes of this parcel only) 908 feet along the north line of said Southwest Quarter to the Point of Beginning; thence continuing South 89 degrees 43 minutes East 258.81 feet along said north line; thence South 657.03 feet; thence North 89 degrees 59 minutes 58 seconds West 244.05 feet; thence North 116.32 feet; thence North 89 degrees 58 minutes 30 Seconds West 15 feet; thence North 00 degrees 01 minutes 30 seconds East 542 feet to the Point of Beginning, to the north line of the West Half of the Southwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois;

Thence westerly along the north line of the West Half of the Southwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, to the south line of 163rd Street as dedicated by Plat of Dedication recorded April 15, 1976 as document number 23453671 and T2864222;

Thence southwesterly and westerly along the south line of 163rd Street as dedicated by Plat of Dedication recorded April 15, 1976 as document number 23453671 and T2864222, to the east line of Harlem Avenue existing as of May 25, 2020;

Thence southerly along the east line of Harlem Avenue existing as of May 25, 2020, to the easterly prolongation of the south line of the south line of Lot 1 in Super-K Subdivision as per plat thereof recorded March 20, 1991 as document number 97195157;

Thence westerly along the easterly prolongation of the south line of Lot 1 and the south line of Lot 1 in Super-K Subdivision as per plat thereof recorded March 20, 1991 as document number 97195157, to the Point of Beginning.

Excepting from the above the following described parcels of land:

Lot 83 through Lot 89 (both inclusive) in Bremen Towne Unit No. 1 as per plat thereof recorded November 4, 1968 as document number 20666550 and T2419778.

Also,

Lot 1 through Lot 12 (both inclusive) in Brementowne Park Townhouse Resubdivision Phase I as per plat thereof recorded December 21, 1990 as document number 90619247.

Also,

Lot 1 through Lot 5 (both inclusive) in Brementowne Park Townhouse Resubdivision Phase II as per plat thereof recorded October 28, 1993 as document number 93870509.

#### Appendix 2: PIN and EAV List

PIN	2018
27-24-201-002-0000	Exempt
27-24-201-005-0000	Exempt
27-24-201-006-0000	Exempt
27-24-201-008-0000	1,018,323
27-24-201-012-0000	1,015,272
27-24-201-013-0000	8,266,217
27-24-201-014-0000	1,583,757
27-24-202-009-0000	5,105,270
27-24-202-010-0000	528,410
27-24-202-020-0000	5,322,310
27-24-202-021-0000	83,383
27-24-202-022-0000	392,724
27-24-202-023-0000	255,167
27-24-410-001-0000	138,905
27-24-410-002-0000	26,836
28-18-301-005-0000	Exempt
28-18-301-006-0000	Exempt
28-18-301-007-0000	1,193,702
28-19-100-008-0000	967,557
28-19-100-009-0000	630,850
28-19-100-012-0000	3,716,104
28-19-100-013-0000	328,917
28-19-100-017-0000	370,822
28-19-100-019-0000	174,651
28-19-100-027-0000	409,724
28-19-100-044-0000	311,233
28-19-100-049-0000	Exempt
28-19-100-052-0000	1,164,360
28-19-100-055-0000	2,225,316
28-19-100-056-0000	399,501
28-19-100-057-0000	10,288,314
28-19-100-058-0000	814,819
28-19-101-002-0000	11,210
28-19-101-004-0000	Exempt
28-19-101-005-0000	Exempt
28-19-101-006-0000	1,039

#### PIN and EAV List (continued)

PIN	2018
28-19-105-003-0000	5,323,163
28-19-105-004-0000	684,524
28-19-200-021-0000	310,584
28-19-200-022-0000	328,644
28-19-300-027-0000	Exempt
28-19-300-057-0000	29
28-19-300-071-0000	2,428
28-19-300-079-0000	62,416
28-19-300-082-0000	6,922
28-19-300-083-0000	12,805
28-19-300-084-0000	12,805
28-19-300-085-0000	6,908
28-19-300-086-0000	12,272
28-19-300-087-0000	14,039
28-19-300-088-0000	5,097
28-19-304-008-0000	3
Total EAV of RPA	53,527,332

#### Appendix 3: Improved Land Parcels (PINs) and Eligibility Factors

The table below documents the parcels considered to be Improved Land parcels within this RPA and the Blighted Area qualifying factors for Improved Land present within the 159th and Harlem Redevelopment Project Area at the time of this Plan.

Improved Land Parcels (by PIN)						
27-24-201-002-0000	27-24-202-020-0000	28-19-100-013-0000	28-19-100-058-0000			
27-24-201-005-0000	27-24-202-022-0000	28-19-100-017-0000	28-19-101-005-0000			
27-24-201-006-0000	27-24-202-023-0000	28-19-100-019-0000	28-19-105-003-0000			
27-24-201-008-0000	28-18-301-005-0000	28-19-100-027-0000	28-19-105-004-0000			
27-24-201-012-0000	28-18-301-006-0000	28-19-100-044-0000	28-19-200-021-0000			
27-24-201-013-0000	28-18-301-007-0000	28-19-100-052-0000	28-19-200-022-0000			
27-24-201-014-0000	28-19-100-008-0000	28-19-100-055-0000				
27-24-202-009-0000	28-19-100-009-0000	28-19-100-056-0000				
27-24-202-010-0000	28-19-100-012-0000	28-19-100-057-0000				

Improved Land - Blighted Area Parcel Factors by Block						
Block	Obsolescence	Deterioration	Excessive Vacancies	Inadequate Utilities	Lack of Community Planning*	Lagging EAV*
100	✓	✓	✓	✓	✓	✓
101	✓	✓		✓	✓	✓
105	✓			✓	✓	✓
200	✓	✓		✓	✓	✓
201			✓	✓	✓	✓
202	✓	✓	✓	✓	✓	✓
301	✓	✓		✓	✓	✓

<sup>\*</sup> Lack of Community Planning and Lagging EAV are measured for the Redevelopment Project Area as a whole rather than by block or parcel.

#### Appendix 4: Vacant Land Parcels (PINs) and Eligibility Factors

The table below documents the parcels considered to be Vacant Land parcels within this RPA and the Blighted Area qualifying factors for Vacant Land present within the 159th and Harlem Redevelopment Project Area at the time of this Plan.

Improved Land Parcels (by PIN)					
27-24-202-021-0000	28-19-300-027-0000	28-19-300-085-0000			
27-24-410-001-0000	28-19-300-057-0000	28-19-300-086-0000			
27-24-410-002-0000	28-19-300-071-0000	28-19-300-087-0000			
28-19-100-049-0000	28-19-300-079-0000	28-19-300-088-0000			
28-19-101-002-0000	28-19-300-082-0000	28-19-304-008-0000			
28-19-101-004-0000	28-19-300-083-0000				
28-19-101-006-0000	28-19-300-084-0000				

Improved Land - Blighted Area Parcel Factors by Block						
Block	Obsolete Platting	Tax Delinquencies	Adjacent Deterioration	Lagging EAV*		
100	✓		✓	✓		
101	✓	✓	✓	✓		
202		✓	✓	✓		
300	✓	<b>√</b>	<b>√</b>	<b>✓</b>		
410			<b>√</b>	<b>✓</b>		

<sup>\*</sup> Lagging EAV is measured for the Redevelopment Project Area as a whole rather than by block or parcel.

#### **About Stern Brothers & Co.**

Founded in 1917, Stern has been advising public and private decision makers on the best ways to fund their capital projects for more than 100 years.

Stern Brothers is a 100% wholly owned WBE financial services firm whose sole focus is public and infrastructure finance. Throughout our history, we have prided ourselves on creating and developing meaningful, value-added and cost-effective solutions to the challenges that our clients face in executing capital project plans in the financial markets. Headquartered in St. Louis, Stern has 11 locations across the U.S. Stern Municipal Advisors provide an array of financial consulting services to governmental clients of all sizes and types.

For more information about our organization, please visit sternbrothers.com.

#### **Legal Disclaimers**

This information is provided solely for the use of the Village of Tinley Park, Illinois in determining that the proposed Redevelopment Project Area meets the requirements of the State of Illinois to be designated as a Tax Increment Financing District and in setting forth the goals, strategies and parameters for the Redevelopment Plan.

While we have made every attempt to ensure that the information contained in this report has been obtained from reliable sources and is accurate at the time of release, Stern Brothers & Co. is not responsible for any errors or omissions, or for the results obtained from the use of this information. All information provided in this document is provided "as is", with no guarantee of completeness, timeliness, or of the results obtained from the use of this information, and without warranty of any kind, express or implied.

Stern Brothers & Co. and the Village of Tinley Park are not responsible in any way for any other party's use of this information. Given the changing nature of laws, rules, property values and economic conditions, this information should not be construed as financial, legal, accounting, tax, or other professional advice. Other parties should consult with their own professional advisors before making any decisions or taking any action relative to this Redevelopment Plan.

# PUBLIC COMMENT

## **ADJOURNMENT**