

NOTICE OF THE SPECIAL COMMITTEE OF THE WHOLE MEETING

The special meeting of the Committee of the Whole is scheduled for
Tuesday, November 17, 2020 beginning at 6:30 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, Executive Order 2020-39, and Executive Order 2020-44, 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 June 26, 2020, the members of the Committee of the Whole may 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. 2020-43 and CDC guidelines, no more than 25 people or 25% of the maximum capacity will be allowed in the Council Chambers at any one time, so long as attendees comply with social distancing guidelines. Anyone in excess of maximum limit 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.

Meetings are open to the public, but members of the public may continue to submit their public comments or requests to speak telephonically in advance of the meeting to clerksoffice@tinleypark.org or place requests in the Drop Box at the Village Hall by noon on November 17, 2020 . Please note, written comments will not be read aloud during the meeting. A copy of the Village's Temporary Public Participation Rules & Procedures is attached to this Notice.

Kristin A. Thirion
Clerk
Village of Tinley Park

**VILLAGE OF TINLEY PARK
TEMPORARY PUBLIC PARTICIPATION RULES & PROCEDURES**

As stated in Gubernatorial Executive Order 2020-07 issued on March 16, 2020 and Gubernatorial Executive Order 2020-10 issued on March 20, 2020, both extended by Gubernatorial Executive Order 2020-18 issued on April 1, 2020, all public gatherings of more than ten people are prohibited. In-person public participation is not defined as an essential activity.

The Mayor of Tinley Park is issuing the following rules for all Village Board and other public meetings in order to promote social distancing as required by the aforementioned Executive Orders and the requirements of the Open Meetings Act:

Written Comments

After publication of the agenda, email comments to clerksoffice@tinleypark.org. When providing written comments to be included as public participation at a public meeting, clearly identify the following in the subject line:

- The date of the meeting;
- The type of meeting for the written comments (e.g. Village Board meeting, Zoning Board of Appeals meeting, Plan Commission meeting, etc.);
- Name and any other identifying information the participant wishes to convey to the public body;
- The category of public participation (e.g., Receive Comments from the Public, Agenda Items, etc.);
- For specific Agenda Items, identify and include the specific agenda item number;
- The entire content of the comments will be subject to public release. The Village of Tinley Park is under no obligation to redact any information.

The contents of all comments will be provided to the relevant public body for their review. **Written comments will not be read aloud during the meeting. If you wish to publicly address the public body, you may request to participate via teleconference as described below.**

Comments must be submitted by 12:00 pm on the day of the meeting. However, it is strongly recommended that comments be emailed not less than twenty-four (24) hours prior to the meeting so the appropriate Board members, Commissioners, Board members, and Committee members have sufficient time to review the comments prior to the meeting.

Live Public Participation During Meeting

After publication of the agenda, those wishing to participate in a live telephone call option at a public meeting must register by 12:00 pm on the day of the meeting. A Village representative will call the participant at the relevant portion of the meeting and the participant will be allowed to participate telephonically at the meeting. To participate in a live telephone call during the meeting, a request shall be submitted by email to clerksoffice@tinleypark.org. The following information must be included the subject line:

- The date of the meeting;
- The type of meeting for the written comments (e.g. Village Board meeting, Zoning Board of Appeals meeting, Plan Commission meeting, etc.);
- Name and any other identifying information the participant wishes to convey to the public body;
- The category of public participation (e.g., Receive Comments from the Public, Agenda Items, etc.); and
- For specific Agenda Items, identify and include the specific agenda item number.

If the participant provides an email address, they will receive a confirmation email that their request has been logged. If the participant provides an email address and does not receive a confirmation email, they may call (708) 444-5000 during regular business hours to confirm the application was received.

Upon successful registration, the participant's name will be placed on an internal Village list. On the date and during relevant portion of the meeting, the participant will be called by a Village representative. The Village representative will call the provided telephone number and allow the phone to ring not more than four (4) times. If the call is not answered within those four (4) rings, the call will be terminated and the Village representative will call the next participant on the list.

The public comment should be presented in a manner as if the participant is in attendance at the meeting. At the start of the call, the participant should provide their name and any other information the participant wishes to convey. For comments regarding Agenda Items, identify and include the specific agenda item number. The participant should try to address all comments to the public body as a whole and not to any member thereof. Repetitive comments are discouraged. The total comment time for any single participant is three (3) minutes. Further time up to an additional three (3) minutes may be granted by motion. A participant may not give his or her allotted minutes to another participant to increase that person's allotted time.

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, November 17, 2020, beginning at 6:30 p.m. in Council Chambers, located in the Tinley Park Village Hall, 16250 South Oak Park Avenue, Tinley Park, Illinois 60477.

The agenda is as follows:

1. CALL MEETING TO ORDER.
2. CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL COMMITTEE OF THE WHOLE MEETING HELD ON OCTOBER 20, 2020.
3. DISCUSS DETERMINATION OF 2021 TAX LEVY.
4. DISCUSS J.W. HOLLSTEIN'S SALOON, 17358 OAK PARK AVENUE – FAÇADE GRANT (AWNING).
5. DISCUSS COOK COUNTY CLASS 6B -7305 DUVAN DRIVE - JOHN KACZMARSKI.
6. DISCUSS WILL COUNTY 80TH AVENUE WIDENING PROJECT.
7. DISCUSS ILLINOIS CONVENIENCE & SAFETY CORP. (IC & SC) AGREEMENT FOR REVENUE BUS SHELTER PROGRAM.
8. DISCUSS COMCAST AGREEMENT.
9. DISCUSS GEOGRAPHIC INFORMATION SERVICE (GIS) AGREEMENT.
10. DISCUSS LIQUOR AND BUSINESS LICENSE FEES FOR 2021.
11. DISCUSS REQUEST FOR AN UV LIQUOR LICENSE FOR LENNY'S GAS N WASH 183RD ST., LLC.
12. DISCUSS CANNABIS APPLICATIONS.
13. DISCUSS NUISANCE ORDINANCE.
14. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION, VILLAGE CLERK

MINUTES
Special Meeting of the Committee of the Whole
October 20, 2020 – 5:30 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 October 20, 2020, to order at 5:36 p.m.

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 Pro-Tem Glotz introduced ground rules for effective and clear conduct of Village business. Elected officials confirmed they were able to hear one another.

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

Members Present: J. Vandenberg, Village President (Arrived at 6:25 p.m.)
K. Thirion, Village Clerk
C. Berg, Village Trustee
W. Brady, Village Trustee
W. Brennan, Village Trustee (Arrived at 5:48 p.m.)
D. Galante, Village Trustee (Participated electronically until arrival at 6:07 p.m.)
M. Mueller, Village Trustee

Members Absent:

Staff Present: D. Niemeyer, Village Manager
P. Carr, Assistant Village Manager
L. Godette, Deputy Clerk
J. Urbanski, Public Works Director
K. Clarke, Community Development Director (Participated electronically)
M. Walsh, Police Chief
F. Reeder, Fire Chief
D. Framke, Marketing Director
H. Lipman, Management Analyst
B. Bettenhausen, Village Treasurer
A. Brown, Assistant Village Treasurer

Others Present: Len McEnery, Owner, Lenny’s Gas N’ Wash
Lyman Tieman, Attorney, Lenny’s Gas N’ Wash
Brian Hertz, Engineer, Lenny’s Gas N’ Wash

Item #2 - CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL COMMITTEE OF THE WHOLE MEETING HELD ON SEPTEMBER 29, 2020 – Motion was made by President Pro Tem Glotz, seconded by Trustee Mueller, to approve the minutes of the Special Committee of the Whole meeting held on September 29, 2020. Vote by roll call. Ayes: Berg, Brady, Galante, Glotz, Mueller. Nays: None. Absent: Brennan. President Pro Tem Glotz declared the motion carried.

Item #3 - DISCUSS COOK COUNTY CLASS 8 RECERTIFICATION FOR DUVAN

INDUSTRIAL PARK - Motion was made by President Pro Tem Glotz, seconded by Trustee Mueller, to table the Cook County Class 8 recertification for Duvan Industrial Park indefinitely. Vote by roll call. Ayes: Berg, Brady, Galante, Glotz, Mueller. Nays: None. Absent: Brennan. President Pro Tem Glotz declared the motion carried.

Item #4 - DISCUSS COOK COUNTY CLASS 8 FOR 7305 DUVAN DRIVE - JOHN

KACZMARSKI – Motion was made by President Pro Tem Glotz, seconded by Trustee Mueller, to table the Cook County Class 8 for 7305 Duvan Drive – John Kaczmariski indefinitely. Vote by roll call. Ayes: Berg, Brady, Galante, Glotz, Mueller. Nays: None. Absent: Brennan. President Pro Tem Glotz declared the motion carried.

Item #5 - DISCUSS FOUNDATION ONLY PERMIT REQUEST FOR PROPERTY LOCATED

AT 17100 HARLEM AVENUE – Kimberly Clarke, Community Development Director, presented the foundation only permit (FOP) request for property located at 17100 Harlem Avenue. Vequity Construction received zoning approval for its gas station project on February 4, 2020. Building plans were submitted in April to construct a vanilla box for a future gas station/convenience store. The property borders two Right of Ways of which are controlled by IDOT and Cook County. Due to COVID, the review process with these entities has been severely delayed and therefore is holding up Vequity's ability to get a full building permit from the Village. The developer has agreed to all terms of the new FOP policy and is ready to break ground immediately.

Trustee Mueller is pleased the Village can assist the builder before winter. Trustee Brady concurred.

Motion was made by President Pro Tem Glotz, seconded by Trustee Mueller, to recommend the foundation only permit request for property located at 17100 Harlem Avenue, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Galante, Glotz, Mueller. Nays: None. Absent: Brennan. President Pro Tem Glotz declared the motion carried.

Item #6 - DISCUSS GENERAL LIABILITY INSURANCE RENEWAL – Hannah Lipman, Management Analyst, presented the general liability insurance renewal. The Village's current insurance coverage through the Illinois Counties Risk Management Trust (ICRMT) will expire on December 1, 2020. The Village's insurance broker, Alliant Mesirow, submitted an updated application to ICRMT for renewal pricing.

The Village's annualized premium for the 2019-2020 policy year was \$755,434. This figure covers the following: General Liability, Automobile Liability, Law Enforcement Liability, Public Officials Liability, Property, Workers Compensation, Cyber (separate policy), and Crime (separate policy).

Maintaining the current deductibles, the renewal premium for the 2020-2021 policy year was quoted at \$810,209, representing a 7% increase. The Workers Compensation premium decreased by 20%, however, General Liability increased 18%. The other largest increase falls under Sales Tax Interruption. Upon review of this coverage, Village Staff asked the broker to increase the Sales Tax Interruption coverage to ensure a community of Tinley's size has proper coverage, in the event of any natural disaster.

Motion was made by President Pro Tem Glotz, seconded by Trustee Brady, to recommend the general liability insurance renewal, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Galante, Glotz, Mueller. Nays: None. Absent: Brennan. President Pro Tem Glotz declared the motion carried.

Item #7 - DISCUSS UPDATE ON OAK LAWN WATER PROJECT – David Niemeyer, Village Manager, presented the Oak Lawn Water Project update. The last update of the Regional Water System (RWS) was in April of 2017. Topics covered included program history and purpose; RWS working

relationship and project controls; completed and in-progress work; construction work remaining; benefits of cooperation; capital cost changes since April 2017; contingencies and risks; the impact to municipal water customers.

Item #8 - DISCUSS AMENDMENT TO OAK LAWN WATER AGREEMENT– D. Niemeyer presented the amendment to the Oak Lawn Water Agreement. This forty (40) year agreement was initially approved in 2013. Oak Lawn’s north and southwest customers are approving this agreement this month.

Highlights include the following:

- Authorizes the issuance of revenue bonds by Oak Lawn (up to a par amount of \$297 million) to finance \$275 million of project costs.
- Requires executive consent to award all remaining bid packages.
- Creates a customer review committee to review and approve change orders.
- Allows the realignment of the Bid Package 7A and 7B transmission main and allocates additional costs to Orland Park.
- Allows the Palos Hills Connection and the new pump station building to be financed as part of the RWS improvements with any costs above \$2,666,670 to be paid by Palos Hills.
- Provides for the payment of system leakage and an equitable return of \$.10 per 1000 gallons of water effective January 1, 2021.

Trustee Galante asked if funds not used for a land purchase, can be utilized before residents incur a rate increase. Mr. Niemeyer replied no, as they are different funds.

Motion was made by President Pro Tem Glotz, seconded by Trustee Brady, to recommend the Oak Lawn Water Agreement, be forwarded 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 INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND COOK COUNTY DEPARTMENT OF TRANSPORTATION FOR 94TH AVENUE IMPROVEMENTS

– President Pro Tem Glotz presented the Intergovernmental Agreement (IGA) between the Village of Tinley Park and Cook County Department of Transportation for 94th Avenue improvements.

Estimated Project Cost:	\$449,000 (Project Construction: 94th Ave. from 183rd-171st)
	\$13,000 (Design, 3.5%)
	\$22,000 (Engineering Services, 6%)
	\$5,000 (Testing Services)
Contingency (10%):	<u>\$41,000</u>
Estimated Project Cost:	\$449,000
Remaining Funds:	<u>\$51,000</u>
Total:	\$500,000 (IGA TOTAL)

Remaining funds not utilized as not part of the 94th Ave. improvements will be used for repairs on Cook County roads within Tinley Park.

Motion was made by President Pro Tem Glotz, seconded by Trustee Brennan, to recommend the Intergovernmental Agreement between the Village of Tinley Park and Cook County Department of Transportation for 94th Avenue improvements, be forwarded 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 #10 - DISCUSS SALT PURCHASE CONTRACT – President Pro Tem Glotz presented the salt contract. This purchase agreement locks in the price for bulk salt from Morton Salt, Inc.

Funding for this purpose is available in the Road & Bridge and Commuter Parking Lot Operating & Maintenance Funds.

O&M Budget Road & Bridge amount available	\$485,000
O&M Commuter Parking Lot amount available	\$15,000
O&M Odyssey Street Fund amount available	\$10,000
Amount required for salt purchase	<u>(\$325,050)</u>
Amount UNDER budget	\$184,950

Motion was made by President Pro Tem Glotz, seconded by Trustee Berg, to recommend the salt contract, be forwarded 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- DISCUSS SNOW REMOVAL CONTRACT FOR CUL-DE-SACS – President Pro Tem Glotz presented the snow removal contract for cul-de-sacs contract. This service contract is for snow removal by Roy Zenere Trucking & Excavating for the 252 cul-de-sacs and eyebrows throughout the Village of Tinley Park. The contract has the option of 2 (two) - 1 (one) year renewals.

Motion was made by President Pro Tem Glotz, seconded by Trustee Brennan, to recommend the snow removal contract for cul-de-sacs contract, be forwarded 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 #12 - DISCUSS RENEWAL OF SNOW REMOVAL CONTRACT FOR PARKING LOTS – President Pro Tem Glotz presented the service contract for parking lot snow removal with Beverly Snow and Ice. Funding is available in the approved FY21 budget, operations and maintenance funds.

Total Budget Available	\$342,720
Lowest responsible bidder for 10 events	<u>\$100,350</u>
	\$242,370

Trustee Brady asked why the snow removal contracts are not combined. John Urbanski, Public Works Director, replied that different equipment is needed which may not be available with a single contractor.

Motion was made by President Pro Tem Glotz, seconded by Trustee Berg, to recommend the service contract for parking lot snow removal, be forwarded 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 #13 - DISCUSS RENEWAL OF CONTRACT FOR HOLIDAY DECORATING – President Pro Tem Glotz presented the holiday decoration service contract renewal. Funding is budgeted in the FY21 Budget.

Budget Available	\$35,000.00
Year 3 of 3, contract	<u>\$32,830.32</u>
Difference (under budget)	\$2,169.68

Trustee Brady suggested using the remaining budgeted funds to decorate Village Hall.

Motion was made by President Pro Tem Glotz, seconded by Trustee Brennan, to recommend the holiday decoration service contract renewal, be forwarded 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 #14 - DISCUSS HOLIDAY EVENTS – Donna Framke, Marketing Director, presented an update on holiday events. Ongoing holiday programming to benefit our Downtown businesses will be extended. Ticketing for more popular events may be used. Hosting the community tree lighting ceremony on Wednesday evening will draw visitors to the downtown on a night they may not otherwise have patronized the businesses. This event is proposed as a mask required, self-managed social distancing event. The best options for Santa’s official arrival into Tinley Park are still being discussed. The Parade of Lights may be a parade through the community, similar to the Cruise Night summer event. The parade would traverse through town via a route that includes as many parking lots as possible so viewers can park and view the parade. The parade is anticipated to take approximately two hours.

Trustee Glotz is concerned that residents may feel left out if the parade route is not in their neighborhood, stating residents can make their own decision whether or not to attend the traditional route on Oak Park Avenue.

Trustee Brady likes the idea of the parking lot route versus the traditional Oak Park Avenue route.

Trustee Brennan also feels that residents may feel slighted if their street is not on the route and asked about participation. Ms. Framke stated they have been contacting businesses, adding there would be no walking groups in the parade.

Trustee Mueller is concerned that the traditional float may not be able to move quickly enough, on a neighborhood route, to reach all destinations within the allotted time, adding there is a live stream of the event if residents do not wish to attend the Oak Park Avenue route. He also suggested using parking lots along Oak Park for viewing from vehicles. Trustee Berg concurred with the parking lot idea, adding many people may already be wearing scarves due to the weather.

Trustee Galante is concerned that businesses may not want to drive through the neighborhoods.

Item #15 - DISCUSS RESOLUTION ESTABLISHING NOWY SACZ POLAND AS A SISTER CITY TO THE VILLAGE OF TINLEY PARK – Trustee Brady presented the resolution establishing Nowy Sacz, Poland, as a Sister City to the Village of Tinley Park.

Approximately 20 years ago, the Polish consulate approached the Village about having a Polish Sister City. Mayor Zabrocki and the Sister Cities Commission Chair visited Nowy Sacz in 2008 and 2009.

This would be the Village’s third formal affiliation program. The other two are Budingen, Germany, and Mallow, Ireland. The program will emphasize and support historical, cultural, educational, social, and government exchanges.

Motion was made by President Pro Tem Glotz, seconded by Trustee Brady, to recommend the resolution establishing Nowy Sacz, Poland, as a Sister City to the Village of Tinley Park, be forwarded 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 #16 - DISCUSS EXECUTIVE SESSION RECORDING REVIEW POLICY FOR ELECTED AND APPOINTED OFFICIALS – D. Niemeyer, presented the executive session recording review policy for Elected and Appointed Officials. The policy spells out the steps taken by Elected and Appointed Officials requesting to review verbatim recordings of Executive Session meetings.

Clerk Thirion stated, from a security standpoint, it is excellent to have the Deputy Clerk in the room. Having an additional elected official in the room is an extra level of security.

Trustee Galante asked if this is only for those recordings which have not been released to the public. Clerk Thirion confirmed this policy is for those recordings which the Village Attorneys have determined still contain sensitive information.

Motion was made by President Pro Tem Glotz, seconded by Trustee Berg, to recommend the executive session recording review policy for Elected and Appointed Officials, be forwarded 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 #17 - DISCUSS AMENDMENTS TO CHAPTER 30 TITLE 28 “PARTICIPATION IN MEETINGS BY TELEPHONE OR OTHER ELECTRONIC MEANS” – D. Niemeyer presented the amendments to Chapter 30 Title 28 “Participation in meetings by telephone or other electronic means”. The Village Attorney created “AN ORDINANCE AMENDING TITLE III CHAPTER 30 REGARDING PARTICIPATION IN MEETINGS BY TELEPHONE OR OTHER ELECTRONIC MEANS”, which makes certain changes to the Village’s Municipal Code regarding remote participation in closed session meetings. The Illinois Municipal Code permits municipalities to permit, by ordinance, remote attendance of open and closed meetings under certain circumstances and with certain limitations. One such limitation is that a member participating remotely pursuant to such an ordinance may not count towards a quorum for the purposes of having a meeting.

Due to the COVID-19 pandemic, the Illinois legislature passed Public Act 101- 0640, which made a number of changes to the Act’s quorum rules. Public Act 101-0640, allows a public body to hold "an open or closed meeting by audio or video conference without the physical presence of a quorum of the members" during a public health disaster as long as several enumerated conditions are met." It is important to note that "an open or closed meeting subject to this Act may be conducted by audio or video conference, without the physical presence of a quorum of the members ... " 5 ILCS 120/7(e). This reflects the preexisting remote participation language, which makes such participation discretionary.

The proposed ordinance requires a vote by the Village Board, to permit remote participation in a closed session meeting, regardless of whether the open meeting was conducted pursuant to the relaxed quorum rules. It is important to note that, as a result, a situation may arise where an open meeting was held with under the relaxed quorum rules and, therefore, not enough members may be physically present to conduct a closed meeting should the requests to attend remotely be denied.

Trustee Galante asked if this Ordinance is in line with Governor Pritzker’s orders. Mr. Niemeyer replied yes. She also asked if meetings between elected officials, staff, and developers are recorded. Mr. Niemeyer replied no.

Clerk Thirion feels that remote participation in a closed meeting remotely is not safe, from an information security perspective. Trustee Brennan concurred.

Trustee Berg stated having a policy disallowing cell phones on the dais may be a good idea. President Vandenberg concurred.

Motion was made by President Pro Tem Glotz, seconded by Trustee Mueller, to recommend the amendments to Chapter 30 Title 28 “Participation in meetings by telephone or other electronic means”, be forwarded 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 #18 -DISCUSS UPGRADE TO ONBASE SOFTWARE – Pat Carr, Assistant Village Manager, presented the CAPSYS/OnBase upgrade. The Village is operating on legacy versions of CAPSYS CAPTURE & Hyland OnBase. These systems are utilized by multiple departments. Both systems are several major versions behind and require highly recommended security updates & fixes only available with the latest versions of the software. This a previously budgeted item.

Motion was made by President Pro Tem Glotz, seconded by Trustee Brady, to recommend the CAPSYS/OnBase upgrade, be forwarded 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 #19 - DISCUSS LIQUOR AND VIDEO GAMING – SUNDAY HOURS – President Vandenberg and Ms. Lipman presented Liquor & Video Gaming – Sunday Hours. Throughout the past few years, there have been various licensed establishments in town that petitioned the Mayor’s Office to change the Sunday Liquor Sale hours. A survey of other municipalities was completed to determine how the Village compares on this topic. Currently video gaming hours are tied to liquor sales.

President Vandenberg feels a change to 11:00 a.m., for bar and retail sales would be acceptable in light of COVID, and to be competitive with neighboring towns. He added for events starting earlier, a special permit may be applied for. President Pro Tem Glotz feels a change to 9:00 a.m., for bar and retail sales would be acceptable. Trustees Brady, Brennan, Mueller, Galante concur with President Pro Tem Glotz. Video gaming will continue to operate in conjunction with sales of liquor.

President Vandenberg feels that Truck Stop hours should be the same as bar and retail sales from both administrative and enforcement perspectives. He also strongly cautioned moving to 24/7 video gaming as there has been pushback from the residents on this issue. He asked who monitors the diesel fuel sales to be designated a truck stop. Len McEnery, Owner, Lenny’s Gas N’ Wash replied the State audits their books and sales. There is no set schedule, but seems to be about twice per year. President Vandenberg asked Mr. McEnery to share the report with the Village.

President Pro Tem Glotz, while not in favor of 24/7 video gaming, asked if video gaming can be separated from liquor sales under State law. Ms. Lipman will get clarification. Lyman Tieman, Attorney, Lenny’s Gas N’ Wash stated he would like to see a distinction between truck stops and restaurants/bars.

President Pro Tem Glotz asked Matt Walsh, Police Chief, if more people in the establishment increases safety. Chief Walsh replied that he feels more people reduce the criminal element.

President Pro Tem Glotz is in favor of video gaming commencing at 7:00 a.m. Trustee Brennan concurs but would also be in favor of 24/7 for the safety factor.

Trustee Mueller is in favor of Video gaming commencing at 9:00 a.m. Trustees Brady and Galante concur.

Trustee Berg abstained from this discussion.

Motion was made by President Pro Tem Glotz, seconded by Trustee Brennan, to recommend Sunday liquor sales and video gaming to commence at 9:00 a.m. 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 #20 – DISCUSS CHRONIC PUBLIC NUISANCE ORDINANCE – Motion was made by Trustee Mueller, seconded by President Pro Tem Glotz, to table the Chronic Public Nuisance Ordinance,

to the next Committee of the Whole meeting. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

Item #21 - RECEIVE COMMENTS FROM THE PUBLIC –

A citizen commented on items #3 and #4 being postponed and the remote executive session policy.

Motion was made by President Pro Tem Glotz, seconded by Trustee Brady, 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 7:03 p.m.

DRAFT



Finance Department Memorandum

To: Village Board
From: Brad Bettenhausen, Treasurer
Date: 3 November 2020
Re: 2020 Tax Levy

The following table recaps options for the 2020 Village levy request (taxes payable in 2021) and the corresponding amounts. Detail of each levy option follows later in this memo. All options consider that the Village Board’s long-standing Tax Abatement Program will continue unaltered. A separate memo will recap the proposed 2020 property tax abatements for debt service on outstanding bond issues, and its impact on the overall tax levy should the abatements not be approved. I can find no sound reason why we would wish to add \$1.9 million to the tax and other burdens our residents and businesses are contending with, particularly considering the ongoing COVID-19 crisis.

Under Illinois Statutes the Tinley Park Public Library is considered part of the Village for both budget and levy purposes, although they have their own administrative governing Board. For greater transparency, Public Libraries have been presented separately in the detail found on property tax bills since 1985 (A Public Library’s levy was included as part of the municipality in years prior.)

The State Truth in Taxation Act utilizes the prior year extended levy as the basis for determining an increase for the current levy request. If the increase will be greater than 5%, a published notice (“Black Box”) and public hearing are required.

	Village	Change	Library	Change	Total
Option 1. Same as last year	\$21,566,852	0	\$6,003,680	0	\$27,570,532
Option 2. Prior extended levy	22,230,857	0	6,194,494	0	28,425,351
Option 3. Village tax cap formula					
3A. Inflation only (2.3%)	22,742,167	\$511,310	6,336,967	\$142,473	29,079,134
3B. Inflation & growth (3.3%)	22,964,475	733,618	6,398,912	204,418	29,363,387
Last year’s request	21,566,852		6,003,680		27,570,532

Under all options provided in the table above, a Truth in Taxation Act Notice or Hearing would NOT be required since the increase in the Village’s overall levy request would fall below the 5% threshold and would not require the extra actions called for under the Act.

Staff is suggesting a Village levy request of \$22,230,857 as represented by option 2 in the summary table. The Library Board approve their levy request in the amount of \$6,194,494 at their 28 October

meeting which also follows option 2. We have long sought to maintain parity between our respective actions with levy and budget.

We have recently received the annual actuarial levy requirement for the Police Pension Fund in the amount of \$4,105,240. The Tinley Park Police Pension Fund Board has requested that this sum be levied. (See also Annual Police Pension Report provided.) This reflects a significant increase from the amount levied in 2019 at \$3,532,273 (Increase of nearly \$573,000 or 16.2%). In general, even with the Village's conservative actuarial assumptions, the required levy amounts for police pension can generally be expected to increase over time as new officers are added and pay rates continue to rise.

In their report, the actuaries identified the key factors that contributed to the increase over the prior year which includes: unfavorable plan experience, Tier 2 benefit changes, and an increase in the active membership (i.e. new officers). The unfavorable plan experience included an investment return for the past year of 4.7% (Actuarial Asset Basis) which fell short of the 7% actuarial assumption by nearly 2.3%, and a lower than expected inactive mortality. Unfortunately, there were no sources of favorable experience of any significance to provide meaningful offset.

When there is little or no change in the overall levy amount, an increase in the funding requirement for the Police Pension Fund, directly translates into a reduction in the portion of the remaining Village tax levy available to support General operations. This is particularly relevant in our current operating environment where several of the Village's other key revenue streams that could normally compensate for such reduction in the available levy dollars have been significantly stressed and reduced because of the ongoing COVID-19 crisis.

Option 1. Same as last year (Hold the levy at the prior year request) –

Due to costs connected to strategic plan priorities established by the Village Board for staffing, and capital projects, this option is not recommended by staff, particularly facing the large increase in the pension funding obligation. The impacts of COVID-19 on Village operations (both revenues and expenses) only further reinforces that this is not an appropriate option.

Option 2. Prior extended levy (Levy the prior year extended levy amount) –

Cook County automatically adds a Loss and Cost factor to each levy item. The default/standard rates are 3% for all levy items, except debt service at 5%. This is done to compensate for post-issuance adjustments (changes to the amount owed after tax rates have been determined and bills produced) to tax bills, and unpaid tax bills. The Loss and Cost factor is intended to assist that taxing bodies receive as close to the full amount of their levy request by the end of the tax year's distributions.

As you recall, through the Cook County 2019 bi-annual Scavenger Sale and related No Cash Bid program, the Board authorized pursuing acquisition of over two dozen tax parcels that have been long abandoned, and taxes unpaid. Affected by COVID-19 closures and restrictions, the process is moving more slowly than normal, but with the assistance of our legal counsel, we are continuing to pursue receiving tax deeds. The end results of removing these parcels from the tax rolls will help to reduce tax "shrinkage" resulting from such "deadwood" properties that are wholly uncollectible.

We are continually impacted where tax bill adjustments occur after determination of rates and production of the tax bills as this directly impacts collections. Adjustments include Certificate of Error and appeal adjustments. The most common adjustment is for homeowner exemptions that had been omitted in the original tax bill. For this reason, we utilize the default Loss and Cost rates. We have learned that deviating from the “standard” also increases the risk of errors occurring in the extension of the Village levy.

The Truth in Taxation Act dictates that the benchmark for the 5% increase determination and whether a “black box” notice is required to be published and a public hearing held is based on the extended levy of the prior year. Historically, and consistently we have used the total levy including the Cook County Loss and Cost addition for this benchmark. Accordingly, this option is reflected as “no change” on the summary table, even though the levy request is higher than the prior year, due to the inclusion of the Loss and Cost. With consideration of Loss and Cost, there is an inherent (but legally acceptable) levy increase from year to year. The increase for 2020, by sheer coincidence, will address the change in the Police Pension levy requirement for the Village noted earlier.

Option 3. Village tax cap formula – (extended levy + inflation + new growth)

As a Home Rule community, the Village is not subject to the Property Tax Extension Limitation Law (PTELL; a.k.a. “Tax Cap” requirements). However, the Board's traditional tax cap formula, as memorialized in the Fiscal Policies Manual, uses the rate of inflation plus new growth to determine the extent the levy could generally be allowed to increase over the prior year's extended levy.

The rate of inflation that would be applicable for the 2020 levy year is 2.3% (0.4% higher than last year). If new growth were ignored, or zero, this would be the allowable increase.

Last year, “new property” for purposes of PTELL (and as an indicator of new growth in the tax base in general) was slightly more than \$3.6 million. While the Will County portion of our tax base reflected growth (moving up to 23.5% of the total), the overall Village Equalized Assessed Value (EAV) decreased by nearly \$3.3 million (down 0.2%) in 2019 from the prior year levels, primarily driven by a decrease in the Cook County Equalization Factor that overshadowed all “new growth,” and thus did not serve to perceivably increase the Village tax base. Review of recent building permit activity for new construction reflects small but steady growth for the past several years that should translate into new EAV. A growth factor of 1% has been considered for the new construction component of the Village levy formula.

With consideration of this normal growth, under the Board's formula (prior year extended levy + inflation + new growth), the resulting allowable rate of increase to the levy amount would be 3.3%.

All counties are required to conduct a reassessment process at least every four years by state statutes to help assure fair and accurate valuation of property is used for property tax purposes. Cook County used the quadrennial cycle until tax year 1990, after which it has followed a three-year (triennial) cycle. Will County follows this quadrennial cycle, and its last evaluation was for tax year 2019 (next will occur in 2023). However, because Will County more actively adjusts property values on an ongoing annual basis reflective of market changes, the Will County reassessment years

generally do not have near the levels of dramatic change and impact to the tax base as we see within Cook County.

As referenced, Cook County operates on a three-year reassessment cycle, with roughly a third of the County tax parcels reassessed each year. The current cycle (starting with this levy year) is Southern Cook – 2020; Chicago – 2021; and Northern Cook – 2022. Unless there is a significant physical change to a property during the three-year cycle (addition or demolition), there will rarely be much change to a property's assessed value over any given three-year cycle. However, because of changes in the Equalization Factor and Exemptions, the EAV will rarely remain static within the three-year cycle. Traditionally, the reassessment process will include factoring of the three years of inflationary impacts on the property values since the last reassessment, and thus historically, values will generally increase over time. Arguably, a basic principle inherent to any property value-based tax system, is the assumption that property values will increase over time. In fact, if this does not occur, the system begins to "break down," as we have recently experienced.

Related to the Great Recession (2007-2009), we saw an extended period of "market corrections" impacting the real estate markets that translated into a multi-year period (2011-2015) of declining EAV. This is on record as the longest consecutive period of declining EAV in six decades of EAV history for Tinley Park as the "market corrections" rippled through all real estate sectors. Over this six-decade period of historical data, there have only been a total of eight years where the EAV was less than the preceding year. Unfortunately, seven of these have occurred in the past decade alone, and have included the two most recent tax years. It is too early to read the tea leaves if this clustering of decreasing EAV tax years represents a significant change in the historic trends.

As referenced, the 2020 Cook County reassessment cycle impacts the southern portion of the county. This routine process is also being impacted and experiencing delays resulting from the current COVID-19 crisis. While the 2020 reassessment cycle is still actively in process, preliminary information indicates that there are generally overall decreases proposed in single family type residential properties (including individually owned condominiums and townhomes), offset by significant increases in non-residential property valuations. This is heavily driven by new assessment techniques and analysis being deployed by Cook County Assessor Fritz Kaegi since he took office in 2018. This new approach to valuations began with the 2019 reassessment of Northern Cook Townships. The full impact of these changes on Tinley Park will not be known until mid-2021 with final determination of the 2020 EAV and the release of the related second installment tax bills. A random look at the impact on commercial and industrial properties based on the still preliminary reassessment values, has highlighted the staggering increases that are being suggested in this revaluation cycle. But, it seems clear by the combined changes (general lowering of single family residential, and increasing all other developed properties), that a greater tax burden is "quietly" being thrust on the multi-family apartment complexes (greater than 6 units) and all types of non-residential property uses (office, commercial, and industrial).

We have traditionally not considered the impacts of reassessment growth (or contraction, as a concept that may require consideration) in our levy determination formulas. Likewise, beyond mentioning its existence, reassessment adjustments are not considered in the estimates of the projected impact of the tax levy on rates or property owners. There will nearly always be a difference between the estimated impacts of the tax levy and the actual results. However, we do strive to provide the best estimates possible to minimize the "you said..." complaints that could arise after the bills are released months later when what actions we took regarding the levy are long forgotten. This occurs more frequently with Will County taxpayers because of the Village boundaries encompassing areas in two counties and the differences in the tax processes followed by

the two Counties. As has been referenced, Will County must initially use an estimate for the Cook County EAV to complete their tax process and meet their statutory deadlines. As a result, the proportion of the overall Village levy applied to Will County is based on this estimate. Once the actual Cook County EAV becomes available, the actual proportion of the levy is calculated. The differential is added or subtracted in the tax process for the following year. Because of this, the year-to-year changes in Village taxes for a Will County taxpayer can vary significantly and are not reflective of actual change in the Village's levy for that tax year.

See the table later in this memo that summaries some of the key differences between the two Counties. A summary of key metrics from the most recent tax year also accompanies this memo. You may also wish to refer to the memo distributed earlier summarizing the results of the most recent tax year tax billing process which provides additional explanation of changes in the various "moving parts" involved in the tax process relative to the preceding tax year.

RECOMMENDED LEVY CALENDAR

This schedule assumes the levy request is less than 105% of prior extended levy.

⌘ **No later than Wednesday, 25 November 2020** -

Finance Committee (or Committee of the Whole) meets for a "determination of levy."
This is 20 days prior to the anticipated date the levy would be adopted, as required by statute.

⌘ **Tuesday, 1 December 2020** – If two readings, First reading of the Levy Ordinance.

⌘ **Tuesday, 15 December 2020** - Levy Ordinance adopted (if two readings are required).

⌘ **No later than Tuesday, 29 December 2020** –

Levy Ordinance filed with Cook/Will County Clerks.

VILLAGE LEVY

Table 1 shows the projected effect of the Village levy calculated utilizing the suggested Levy of \$22,230,857 and the projected resultant rates with new property changes of up to \$25 million. This table assumes no change in the Equalization Factor (multiplier) from the 2019 levy year applicable to Cook County properties (2.91609). It also does not consider the impacts of the Triennial Reassessment on the resulting EAV.

Table 2 reflects the projected dollar impact on Village taxes for houses with market value of \$175,000, \$225,000, \$275,000 and \$350,000. With the implementation of the 10-25 Classification System of Assessments, the Cook County Assessor market values more reasonably approximate the “real” market values. Will County Assessor market values have always been reasonably comparable to the “real” market values. Utilizing the above assumptions, the typical homeowner of Tinley Park would likely see a nominal decrease to no change in the amount of property taxes they pay for Village services, at expected growth levels, and depending on the value of their homes. NOTE: these tables reflect the impact assuming NO CHANGE to the EAV for the property between tax years (i.e. property value and EAV did not change).

Table 1
Projected Values - 2020 Village Levy Only (Payable in 2021)

Dollars New Property Value	Projected Equalized Assessed Value	Village Levy Amount @ 0% Increase	Projected Village Rate
\$ 0	\$1,518,000,000	\$22,230,857	1.468
5,000,000	1,523,000,000	same	1.512
10,000,000	1,528,000,000	same	1.507
15,000,000	1,533,000,000	same	1.497
20,000,000	1,538,000,000	same	1.492
25,000,000	1,543,000,000	same	1.487

Table 2
Projected Impact to Homeowners - 2020 Village Levy Only (Payable in 2021)

New Property Increase	HOUSE VALUE											
	\$175,000			\$225,000			\$275,000			\$350,000		
Current Village Taxes ----->	602	\$ Chg	% Chg	816	\$ Chg	% Chg	1,030	\$ Chg	% Chg	1,351	\$ Chg	% Chg
0	620	18	3.0%	841	25	3.1%	1,061	31	3.0%	1,392	41	3.0%
5,000,000	618	16	2.7%	838	22	2.7%	1,058	28	2.7%	1,387	36	2.7%
10,000,000	616	14	2.3%	835	19	2.3%	1,054	24	2.3%	1,383	32	2.4%
15,000,000	614	12	2.0%	832	16	2.0%	1,051	21	2.0%	1,378	27	2.0%
20,000,000	612	10	1.7%	830	14	1.7%	1,047	17	1.7%	1,374	23	1.7%
25,000,000	610	8	1.3%	827	11	1.3%	1,044	14	1.4%	1,369	18	1.3%

LIBRARY LEVY

The 2011 GO Refunding Library bond issue carries a required levy of \$660,800 for tax year 2020 to cover debt service due in calendar 2021. When the original building bonds were issued in 2003, the Village's Finance Committee recommended that \$150,000 of the annual debt service levy requirement be abated on this bond issue each levy year. The abatement funds are budgeted from the Village's Surtax allocation of the State Income Tax distributions. It is assumed that the abatement will be continued at the same level, and would reduce the levy requirement for Library debt service to \$510,800 as included in the overall levy request. Tax year 2021 will be the last levy year for the debt service on the Library bonds.

Table 3 reflects the estimated effect of the proposed Library levy with new property changes of up to \$25 million. As noted in the Village tables, this table assumes no change in the state equalization factor (multiplier), or Triennial Reassessment impacts applicable to Cook County properties.

Table 4 reflects the projected dollar increase in taxes for houses with market value of \$175,000, \$225,000, \$275,000 and \$350,000. NOTE: these tables reflect the impact assuming NO CHANGE to the EAV for the property between tax years (i.e. property value and EAV did not change).

Table 3
Projected Values - 2020 Library Levy Only (Payable in 2021)

Dollars New Property Value	Projected Equalized Assessed Value	Library Levy Amount @ 0% Increase	Projected Library Rate
\$ 0	\$1,518,000,000	\$6,194,494	.421
5,000,000	1,523,000,000	same	.420
10,000,000	1,528,000,000	same	.418
15,000,000	1,533,000,000	same	.417
20,000,000	1,538,000,000	same	.416
25,000,000	1,543,000,000	same	.414

Table 4
Projected Impact to Homeowners - 2020 Library Levy Only (Payable in 2021)

New Property Increase	HOUSE VALUE											
	\$175,000		\$225,000			\$275,000			\$350,000			
Current Village Taxes ----->	168	\$ Chg	% Chg	227	\$ Chg	% Chg	287	\$ Chg	% Chg	377	\$ Chg	% Chg
0	173	5	-4.7%	234	7	3.1%	295	8	2.8%	388	11	2.9%
5,000,000	172	4	-4.7%	234	7	3.1%	295	8	2.8%	387	10	2.7%
10,000,000	172	4	-4.7%	232	5	2.2%	293	6	2.1%	385	8	2.1%
15,000,000	171	3	-5.3%	232	5	2.2%	293	6	2.1%	384	7	1.9%
20,000,000	171	3	-5.8%	231	4	1.8%	292	5	1.7%	383	6	1.6%
25,000,000	170	2	-5.8%	230	3	1.3%	291	4	1.4%	381	4	1.1%

Summary and Comparison of Cook and Will County Property Tax Assessment Systems

	Cook County	Will County
Assessment Process		
Residential Assessment rate	10% (formerly 16%)	33.33%
Commercial Assessment rate	25% (formerly 38%)	33.33%
Equalization Factor	2.9160 (2019)	1.0000
Effective Residential Assessment rate - equalized	29.16% (2019)	33.33%
Effective Commercial Assessment rate - equalized	72.90% (2019)	33.33%
Homeowner Exemption	\$10,000 beginning 2017	\$6,000
Senior Exemption	\$8,000 beginning 2017	\$5,000
Net Value primarily determined by	County Assessor	Township Assessor
Township Assessor role in valuing property	Nominal	Significant
How Assessor Market Value is primarily determined	(Traditionally, some derivative of original sale value periodically adjusted by inflation/real estate market changes)	Sales Value
Frequency of Adjustment of Assessor Market Value	Every 3 years by inflation/market adjustments; unless major change to property (additions or demolitions) or appeal 2017/2020 Reassessment Years	Annually - by actual sale or inflation/market adjustments Comprehensive reassessment reviews every 4 years
Assessor Market in comparison to Resale/True Market value	Intended to be Comparable	Reasonably Comparable
Levy, Extension, Tax Rates		
Loss and cost adjustments to levy	Automatic (Must opt out)	Must request
Loss and cost adjustment rates	3% added automatically; 5% for debt service levies (tax years 2013 through 2018 used 1% and 3% respectively)	Local government must specify the loss and cost rates
Determination of tax rate	Total Extended Levy to Total EAV	Will Co Share of Levy to Will Co EAV
Proration of levy across county lines	Actual proportion of EAV	Actual Will EAV to Total EAV using Estimated Cook EAV
Adjustment for using Estimated Cook Co EAV	Not Applicable	+/- adjustment in following tax year

2019
Prior Tax Year EAV Details at a Glance

	EAV	Percent Total	Dollar Change	Percent Change
Cook	\$1,158,459,018	76.5%	(11,025,218)	-0.9%
Will	356,341,224	23.5%	7,752,848	2.2%
Total	\$1,514,800,242	100.0%	(3,272,370)	-0.2%

Cook County Equalization Factor: 2.9160

Percent change 0.2% 

Exemptions	Cook	Percent Change	Will	Percent Change	Total	Percent Change
Homeowner	154,608,841	1.3%	14,360,622	0.3%	168,969,463	1.2%
Senior	42,955,996	8.4%	2,935,234	6.8%	45,891,230	8.3%
Senior Freeze	26,671,682	-10.4%	1,022,046	6.9%	27,693,728	-9.9%
All Other	10,761,993	1.0%	1,754,129	24.0%	12,423,063	3.6%
Total	234,998,512	1.0%	20,072,031	3.2%	254,977,484	1.2%

	Cook	Will	Total
PTELL New EAV - County determined	805,685	2,830,585	3,636,270



Finance Department Memorandum

To: Village Board
From: Brad Bettenhausen, Treasurer

Date: 12 November 2020
Re: 2020 Tax Levy Abatements for Debt Service

The agenda for the December 1 & 15 Board meetings will include three (3) ordinances to abate a portion (or all) of the levy requirements to provide for debt service on the Village’s outstanding general obligation bonds in accordance with the Village Board’s long-established fiscal policies and past practice. These abatements provide instruction to the two County Clerks (Cook and Will) to supersede the required levy information that are contained within the related bond ordinances and bond orders associated with the issues. In summary, these abatements are as follows:

Abatement Ordinance	Bond Issue & Purpose	Levy Required	Amount Abated	Net Levy	Source of Funds For Abatement
2020-O-072	2009 Refunding (final year)	1,113,870.00	763,870.00	350,000.00	376,644.20 Water & Sewer 283,125.80 Tax/Bond Stabilize 104,100.00 Surtax Cap Projects
2020-O-073	2011 Library Refunding (2 yr remain)	660,800.00	150,000.00	510,800.00	150,000.00 Surtax Cap Projects
2020-O-074	2013 (Refunding) (9 yr remain)	973,650.00	973,650.00	0.00	389,460.00 Hotel Tax 417,247.96 Surtax Cap Projects 139,085.91 Water & Sewer 17,399.13 Stormwater Mgmt 10,457.00 New BremenTIF
	Totals	2,748,320.00	1,887,520.00	860,800.00	

If we did not have these alternate sources to pay the debt service on these bond issues, the tax levy contemplated under ordinance 2020-O-071 would be nearly \$2 million dollars higher than proposed and would add an estimated \$0.119 to the Village, and \$0.011 to the Library tax rates for the tax year at an EAV of \$1.530 billion. (Note: rate impacts are quoted per \$100 of equalized assessed value and are applicable to Cook County properties. Will County results are expected to be similar. The estimated EAV does not include projected impacts for the 2020 reassessment cycle.)

The proposed abatements represent 68.7% of the total debt service levy requirements for tax year 2020. The Village has been abating portions of its debt service levy requirements every year since 1982. Inclusive of the currently proposed abatements, Village property owners have saved over \$86.2 million dollars in real estate taxes over the 39-year period. This amount represents 81.4% of the cumulative debt service levy requirements over the same period.

I am attaching a table which reflects the approximate annual “rebate savings” for a cross section of home values over the past ten years, inclusive of the current year. The average ten-year annual savings through these abatements is between \$157 and \$366 depending on home value. Over the ten-year period, homeowners with homes valued like those shown on the table will have received and benefitted from cumulative savings of between \$1,570 and \$3,663 because of these abatements which have totaled over \$43.3 million dollars during that time frame (tax years 2011 to 2020).

Additionally, commercial taxpayers also benefit by the annual “rebate savings.” A table is also attached that reflects the approximate impact of the tax abatements on a selection of commercial property values for a ten year period including the current year. On average, the annual savings through these abatements is between \$523 and \$2,616 depending on the value of the commercial property. Over the ten-year period, business owners with buildings valued like those shown on the table have received and benefitted from cumulative savings of between \$5,231 and \$26,160 because of these abatements.



It is noted that the Village’s ongoing program of abating taxes is more advantageous than most tax rebate programs that have been implemented by other area communities. We also note that many communities that have previously offered rebates have either curtailed or eliminated the programs in more recent years.

- A) “Smoke and Mirrors.” Tax rebates are politically motivated and artificial. Think about it, if a government can offer a rebate, it really means they have collected more tax than they needed in the first place.
- B) The philosophy of the Village’s tax abatement program can be summed up in the question, “Why should the Village tax its property owners for something that the Village has the funds available to pay, and can pay, from income sources other than property taxes?”
- C) It is better fiscal policy to not to tax in the first place than to tax and issue a rebate. Even though rebate programs are politically popular, rebate programs are much harder to end once they are started due to emotional and political pressures taking precedence over fiscal responsibility to both the government and the community’s taxpayers.
- D) The tax abatement program requires almost no administrative costs to implement each year. Most tax rebate programs typically require the municipality to incur additional administrative costs to create forms, receive rebate requests, verify and validate the requests, and finally process and mail the tax refund checks. And if the checks are not cashed, it creates further efforts.
- E) The property tax abatement provides a greater annual dollar benefit to Village property owners than most tax rebate programs have offered in other area communities.
- F) Most tax rebate programs are inequitable and restrictive. They typically only benefit owner-occupied residential properties, and require the owner to apply for the rebate. If you do not apply, you do not receive the benefits of the rebate. The rebates are often funded by taxes paid or created by businesses. However, the Village’s tax abatement process provides benefits to all property owners including rental and all non-residential business property.

Village of Tinley Park, Illinois
Tax abatements for bonds

RESIDENTIAL

Tax Year	Equalized Assessed Value			Total G.O. Debt Service	Total Abatement	Levy	Computed Tax Rate Abated	Market	Tax Savings of Abatement for House Valued at:				
	Cook	Will	Total						\$150,000	\$200,000	\$275,000	\$300,000	\$350,000
									\$34,000	\$50,000	\$66,000	\$77,000	\$90,000
2011	1,251,755,583	356,107,180	1,607,862,763	6,566,460	5,711,760	854,700	0.373		185	246	338	369	431
2012	1,145,025,203	347,091,985	1,492,117,188	6,171,528	5,305,728	865,800	0.373		185	246	338	369	431
2013	1,066,577,781	331,734,777	1,398,312,558	6,583,500	5,707,000	876,500	0.429		212	283	389	425	495
2014	1,016,027,998	328,253,966	1,344,281,964	6,200,225	5,338,275	861,950	0.417		206	275	378	413	482
2015	989,772,042	330,446,430	1,320,218,472	6,856,298	5,988,898	867,400	0.476		236	314	432	471	550
2016	1,032,425,212	336,476,660	1,368,901,872	6,957,320	6,095,120	862,200	0.468		232	309	425	463	541
2017	1,177,159,971	343,770,343	1,520,930,314	3,558,045	2,677,045	881,000	0.185		92	122	168	183	214
2018	1,169,484,236	348,588,376	1,518,072,612	3,596,145	2,712,545	883,600	0.188		93	124	171	186	217
2019	1,158,459,018	356,341,224	1,514,800,242	2,786,920	1,901,720	885,200	0.132		65	87	120	131	152
2020			1,530,000,000 E	2,748,320	1,887,520	860,800	0.130		64	86	118	129	150
E = Estimated EAV			Total abatement	<u>\$43,325,610</u>	Average rate	<u>\$0.317</u>	Total Average	<u>\$1,570</u>	<u>\$2,092</u>	<u>\$2,877</u>	<u>\$3,139</u>	<u>\$3,663</u>	
								<u>\$157</u>	<u>\$209</u>	<u>\$288</u>	<u>\$314</u>	<u>\$366</u>	

Village of Tinley Park, Illinois
 Tax abatements for bonds

CORPORATE

Tax Year	Equalized Assessed Value			Total G.O. Debt Service	Total Abatement	Levy	Computed Tax Rate Abated	Tax Savings of Abatement for Commerical Property Valued a					
	Cook	Will	Total					Market	\$200,000	\$400,000	\$600,000	\$800,000	\$1,000,000
								\$154,000	\$310,000	\$463,000	\$618,000	\$772,000	
2011	1,251,755,583	356,107,180	1,607,862,763	6,566,460	5,711,760	854,700	0.373		615	1,231	1,846	2,462	3,077
2012	1,145,025,203	347,091,985	1,492,117,188	6,171,528	5,305,728	865,800	0.373		615	1,231	1,846	2,462	3,077
2013	1,066,577,781	331,734,777	1,398,312,558	6,583,500	5,707,000	876,500	0.429		708	1,416	2,124	2,831	3,539
2014	1,016,027,998	328,253,966	1,344,281,964	6,200,225	5,338,275	861,950	0.417		688	1,376	2,064	2,752	3,440
2015	989,772,042	330,446,430	1,320,218,472	6,856,298	5,988,898	867,400	0.476		785	1,571	2,356	3,142	3,927
2016	1,032,425,212	336,476,660	1,368,901,872	6,957,320	6,095,120	862,200	0.468		772	1,544	2,317	3,089	3,861
2017	1,177,159,971	343,770,343	1,520,930,314	3,558,045	2,677,045	881,000	0.185		305	611	916	1,221	1,526
2018	1,169,484,236	348,588,376	1,518,072,612	3,596,145	2,712,545	883,600	0.188		310	620	931	1,241	1,551
2019	1,158,459,018	356,341,224	1,514,800,242	2,786,920	1,901,720	885,200	0.132		218	436	653	871	1,089
2020	0	0	1,530,000,000 E	2,748,320	1,887,520	860,800	0.130		215	429	644	858	1,073
E = Estimated EAV				Total abatement	<u>\$43,325,610</u>	Average rate	<u>\$0.317</u>	Total	<u>\$5,231</u>	<u>\$10,465</u>	<u>\$15,697</u>	<u>\$20,929</u>	<u>\$26,160</u>
								Average	<u>\$523</u>	<u>\$1,047</u>	<u>\$1,570</u>	<u>\$2,093</u>	<u>\$2,616</u>



Interoffice Memo

Date: November 17, 2020
To: Committee of the Whole
CC: David Niemeyer, Village Manager
From: Priscilla Cordero, Business Development Manager
Subject: Robert Barker, J.W. Hollstein's Saloon–Façade Grant

BACKGROUND:

Robert Barker (Applicant) and sole business owner of J.W. Hollstein's Saloon is an entrepreneur who has operated Hollstein's located at 17358 S. Oak Park Avenue since 2012. The site itself has been operating as a bar and restaurant in Tinley Park for 140 years. The applicant has submitted a second façade grant application to install a new awning above the rear entrance to match the existing awnings on the property. The new awning will provide overhead shelter to customers awaiting transportation.



The intent of the Façade Improvement Grant Program is to assist owners and tenants of existing buildings in upgrading their building facades by improving their overall appearance. Under the Façade Grant, the addition of decorative elements such as awnings are eligible expenses. The program provides a matching grant of 50% or a maximum of \$35,000 per tax paying business. One site can use up to \$70,000 in matching grants every three years. The applicant previously submitted a Façade Grant request in August for the replacement of the patio fence. The grant was recommended for approval by the ECC and approved by the Board in the amount of \$10,900. The current request of \$3,450 will bring the total amount for the year to \$14,350, well under the maximum of \$35,000.

PROPOSAL

The applicant submitted one proposal for the grant requested. He was unsuccessful in his attempts to obtain a second quote. Given the size of this request, the Economic and Commercial Commission was comfortable with one quote.

Façade Grant

Scope of Work	Thatcher Oaks Awnings
Install awning in rear	\$6,900

Request:

The applicant is requesting a \$3,450 Façade Grant to install a new green, canvas awning with no signage on it, in the rear entrance at 17358 S. Oak Park Avenue (PIN: 28-30-313-007-0000). He has chosen to work with Thatcher Oaks Awnings.



Proposed Awning

Economic Commercial Commission Recommendation:

The Commission reviewed the application at the November 9, 2020 meeting and unanimously voted to recommend the approval of a matching Façade Grant in the amount of \$3,450 to Robert Barker to install a new awning at the rear entrance of 17358 S. Oak Park Avenue. Staff is prepared to present this item to the Village Board at their November 17, 2020 meeting.



Interoffice Memo

Date: November 17, 2020

To: Committee of the Whole
David Niemeyer, Village Manager
Kimberly Clarke, Community Development Director

From: Priscilla Cordero, Business Development Manager

Subject: Cook County Class 6b-7305 Duvan Drive-John Kaczmarski



BACKGROUND

John Kaczmarski (Applicant) proposes to invest \$115,000 to purchase the property located at 7305 Duvan Drive (PIN: 27-36-204-037-0000) and an additional \$92,000 for the renovation of the property. This location has been 100% vacant since December of 2018 and has fallen into disrepair. The applicant had previously applied for a Class 8 reclassification. However, the Duvan Drive Industrial Park Class 8 certification for the area as a whole has expired and staff recommends he pursue a Class 6b instead.

The property consists of 3,600 sq. ft. of industrial space on a 13,394 square foot site. Renovations to the space include correcting code violations, installing a sprinkler system, repaving the driveway and parking lot, installing new overhead doors, repairing the truck dock area, as well as interior cosmetic improvements.

The applicant has not yet identified a tenant, but understands zoning and what will be allowed in this area. He currently owns three other properties on Duvan Drive, which he has been successful in renovating and leasing resulting in the creation of approximately 62 jobs. The applicant is also a long-time Tinley Park business owner having just retired from EZ Recycling this year after 28 years in business. The Village of Tinley Park can expect John Kaczmarek to increase the property tax value of the location as a result of the improvements being made. The applicant expects to create 7-10 jobs at this location once a tenant is found.

DISCUSSION

The Applicant is requesting a Class 6b Incentive on 7305 Duvan Drive (PIN: 27-36-204-037-0000) under Special Circumstances as the building has been vacant for just under 24 months. The Applicant has stated "but for . . ." the Class 6b reclassification, the development of this property will likely not be feasible. Cook County provides the Class 6b Incentive Program which allows the reclassification of properties to effectively lower their tax assessment from the commercial rate of 25% to the rate of 10%. Class 6b assessment levels are 10% of market value for the first ten (10) years, 15% in the 11th year, and 20% in the 12th year. The incentive is renewable in the 10th year.



The Class 6b Incentive Program is designed to encourage industrial development in areas of Cook County which are experiencing severe economic stagnation. Class 6b is structured to permit the Assessor, upon application of the local governing body, to certify that such areas are in need of substantial revitalization. The twelve-year incentive applies to all newly constructed and renovated buildings, including the land upon which they are situated. High property taxes are a primary reason for Class 6b incentives as well as competition with Will County and Indiana taxes.

INCENTIVE POLICY CHECKLIST

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

1. The developer will file the Cook County forms, plans to be a long-term owner/investor, and plans to comply with Village and County obligations of the Class 6b Incentive Program.

2. Due to its location in an area previously designated as blighted, this project meets the Target Development Area Incentive Policy Requirement outlined in section B-8.
3. The project will enhance or improve the marketability of existing businesses in the community as outlined in Section B-10 of the incentive policy.
4. The project will result in the long-term occupancy of a vacant building as outlined in D-4.

BENEFITS

The project will be an enhancement to the Village by occupying an existing vacant building and completing renovations in an area previously designated as blighted. It will increase property tax value as well as result in further improvements on Duvan Drive.

The proposed resolution also includes a Property Tax Classification Agreement between John Kaczmarek and the Village obligating the applicant to certain conditions of their proposed development such as:

1. Correcting all code violations
2. Installing a fire sprinkler system
3. Repaving the driveway and parking lot
4. Repairing the truck dock area
5. Complying with the Village's Landscaping Ordinance

Any failure to meet these conditions will result in the Village's right to terminate the agreement and the Class 6b Incentive on the Property. The Owner is required to execute the agreement prior to the Village submitting the Resolution for Reclassification to the County.

REQUEST

Staff is seeking direction on the approval of a class 6b for the property located at 7305 Duvan Drive in Tinley Park. The Economic and Commercial Commission unanimously recommended this item for approval at their November 9, 2020 meeting. Staff is prepared to present this item for approval at the November 17, 2020 Village Board meeting.

John Kaczmarski



October 30, 2020

Dear Ms. Cordero,

I have purchased the vacant building at 7305 Duvan Drive. My intent is to correct the code violations as outlined by the Village of Tinley Park prior to occupancy and make cosmetic repairs to prepare for rental. There are many issues with this property. In order to make the purchase and necessary repairs financially feasible, I am requesting a Class 6b resolution. Without the Village's assistance, this project would not be possible.

Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in cursive script that reads "John Kaczmarski".

John Kaczmarski

Identification of Person Having an Interest in the Property

Attach a complete list of all owners, developers, occupants and other interested parties (*including all beneficial owners of a land trust*) identified by names and addresses, and the nature and extent of their interest.

Industrial Use

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Include copies of materials, which explain the occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

Nature of Development

Indicate nature of proposed development by checking the appropriate space:

- New Construction (**Read and Complete Section A**)
- Substantial Rehabilitation (**Read and Complete Section A**)
Incentive only applied to the market value attributable to the rehabilitation
- Occupation of Abandoned Property - No Special Circumstance
(Read and Complete Section B)
- Occupation of Abandoned Property - With Special Circumstance
(Read and Complete Section C)
- Occupation of Abandoned Property - **(TEERM Supplemental Application)**
(Read and Complete Section C)

SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)

If the proposed development consists of *New Construction* or *Substantial Rehabilitation*, provide the following information:

Estimated date of construction commencement (*excluding demolition, if any*): _____

Estimated date of construction completion: _____

Attach copies of the following:

1. Specific description of the proposed *New Construction* or *Substantial Rehabilitation*
2. Current Plat of Survey for subject property
3. 1st floor plan or schematic drawings
4. Building permits, wrecking permits and occupancy permits (*including date of issuance*)
5. Complete description of the cost and extent of the *Substantial Rehabilitation* or *New Construction* (*including such items as contracts, itemized statements of all direct and indirect costs, contractor's affidavits, etc*)

SECTION B (ABANDONED PROPERTY WITH NO SPECIAL CIRCUMSTANCE)

If the proposed development consists of the reoccupation of abandoned property, purchased for value, complete (1) and (2) below:

1. Was the subject property vacant and unused for at least 24 continuous months prior to the purchase for value?

YES NO

When and by whom was the subject property last occupied prior to the purchase for value?

Attach copies of the following documents:

- (a) Sworn statements from person having personal knowledge attesting to the fact and the duration of vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of such vacancy

2. Application must be made to the Assessor prior to occupation:

Estimated date of reoccupation: _____
Date of Purchase: _____
Name of purchaser: _____
Name of seller: _____
Relationship of purchaser to seller: _____

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

SECTION C (SPECIAL CIRCUMSTANCES)

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was a **purchase for value**, but the period of *abandonment prior to purchase was less than 24 months*, complete section (1).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application 24 continuous months or greater**, complete section (2).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application was greater than 12 continuous months and less than 24 continuous month**, complete section (2) and the **TEERM Supplemental Application**.

1. How long was the period of abandonment prior to the purchase for value? 22 months

When and by whom was the subject property last occupied prior to the purchase for value?

HWH Holdings LLC vacated the property in December 2018

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting “abandonment” as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for less than 24-month abandonment period.*

Application must be made to the Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of Reoccupation:	<u>1/1/2021</u>
Date of purchase:	<u>10/14/2020</u>
Name of purchaser:	<u>John Kaczmarek</u>
Name of seller:	<u>HWH Holdings LLC</u>
Relationship of purchaser to seller:	<u>None</u>

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

2. How long has the subject property been unused?

- 24 or greater continuous months (*Eligible for Special Circumstance*)
- 12 continuous months but less than 24 continuous months (*Eligible for Special Circumstance under TEERM*) - **Complete TEERM Supplemental Application**
- Less than 12 continuous months (*Not Eligible for Special Circumstance*)

When and by whom was the subject property last occupied prior to the filing of this application?
HWH Holdings LLC vacated the property in December 2018

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting “abandonment” as determined by the municipality, or the County Board, if located in an unincorporated area. Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.

Application must be made to Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: 12/1/2020

TEERM SUPPLEMENTAL APPLICATION

(This form will ONLY be utilized for applicants who specifically elect for TEERM)

This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) for at least 12 continuous months and less than 24 continuous months with no purchase taking place.

*Under the TEERM Program, qualifying industrial real estate would be eligible for the Class 6B level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving Class 6B will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. **The terms of this program are Not Renewable.***

I _____ applicant/representative hereby specifically elect to submit this **Supplemental Application** for the **TEERM** program.

Further affiant sayeth not.

Agent's Signature

Agent's Name & Title

Agent's Mailing Address

Agent's Telephone Number

Applicant's Name

Applicant's Mailing Address

Applicant's e-mail address

Subscribed and sworn before me this _____ day of _____, 20 _____

Signature of Notary Public

EMPLOYMENT OPPORTUNITIES

How many construction jobs will be created as a result of this development? 0

How many new permanent full-time and part-time employees do you now employ in Cook County?

Full-time: 0 Part-time: 0

How many new permanent full-time jobs will be created as a result of this proposed development?

7-10

How many new permanent full-time jobs will be created as a result of this proposed development?

7-10

LOCAL APPROVAL

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (*or the County Board, if the real estate is located in an unincorporated area*) should accompany this Application. *The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B Application and that it finds Class 6B necessary for development to occur on the subject property.* If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If, at a later date, the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an "Incentive Appeal".

I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

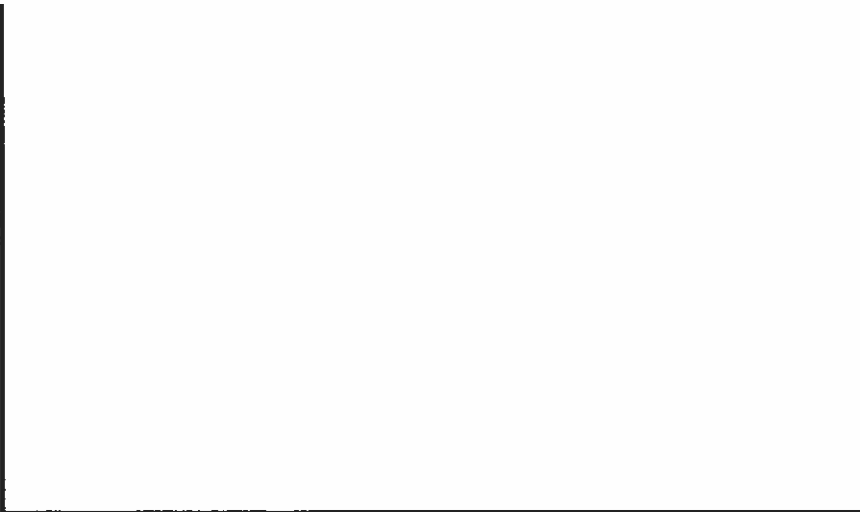
John Kazmari
Signature

10-29-20
Date

JOHN KAZMARI
Print Name

10-29-20
Title

**WARRANTY DEED
ILLINOIS STATUTORY**



THE GRANTOR(S)

HWH Holdings LLC

of the City of Chicago, County of Cook, State of IL for and in consideration of \$10.00 (Ten and 00/100) dollar(s), and other good and valuable consideration in hand paid, CONVEY(S) and WARRANT(S) to

John Kaczmarski

of 36 Carnegiehouse Ln, or land park, of the County of Cook, all interest in the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

See Exhibit "A" attached hereto and made a part hereof

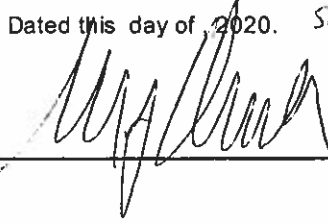
Subject to covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable at the time of Closing.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number(s): 27-36-204-037-0000,

Address(es) of Real Estate: 7305 Duvan, Tinley Park, IL 60477

Dated this day of, 2020. September 23, 2020



Mark Chocola, Manager

STATE OF Illinois

COUNTY OF DuPage

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT

Mark Clocola

personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 23rd day of September, 2020.



(Notary Public)

Prepared by:
SJ Chapman
Bielski Chapman Ltd
123 N Wacker Ste 2300 Chicago IL 60606



Mail to:

Name and Address of Taxpayer:

Description of Project and Intended Use

Purchase of vacant building at 7305 Duvan Drive, and correct substantial code violations. This will enhance the area as the building is falling into disrepair and causing a blight to the area. The entire property including building is approximately 13,394 square feet. The building itself is approximately 3600 square feet.

The intended use of the property is to relet to a business, and hopefully bring 7-10 jobs to this location. I am confident this can be accomplished as I have successfully renovated 7233-7249 Duvan Drive, 7307-7309 Duvan Drive and 7320 Duvan Drive resulting in maintaining/adding approximately 62 jobs in Tinley Park.

Sources and Uses of Funds

Fund Source: Loan from Compeer Financial

Project Budget:

- Correct code violations
- Install a complete fire prevention system
- Repave driveway and parking lot
- Install new overhead doors
- Repair truck dock area
- Redecorate inside areas with carpeting, paint and other necessary repairs
- **Total Estimated Cost: \$92,000**



MAINSTREET ORGANIZATION OF REALTORS® COMMERCIAL SALES CONTRACT



FROM: (Buyer) John Kaczmarek
 TO: (Seller) HWH Holdings, LLC (Name) DATE: _____
 _____ (Name)

OFFER OF BUYER: I/We (Buyer) offer to purchase the Real Estate known as:
7305 Duvan Dr. Tinley Park Cook IL 60477

 lot size approximately _____ Permanent Index No: 27-36-204-037-0000 together with
 improvements thereon.

INCLUSIONS: The following shall be included: fixtures, equipment, appliances, security systems (owned) and personal property, if any, located on the Real Estate of the date hereof, for which a bill of sale will be given: screens, storm windows and doors; shades, window blinds; radiator covers; heating, central cooling, ventilating, lighting and plumbing fixtures; attached mirrors, shelving, interior shutters, cabinets and awnings, planted vegetation, smoke detectors, as well as the following specific items:

EXCLUSIONS: The following shall be excluded: all tenant owned personal property, tenant owned trade fixtures, and:

Any personal property not specifically included shall be deemed excluded. A system or item shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.

1. **PURCHASE PRICE:** Purchase Price of \$ _____ shall be paid as follows: Initial Earnest Money of \$ 2,500.00 shall be tendered to Escrowee on or before 3 day(s) after Date of Acceptance. Additional Earnest Money of \$ NA shall be tendered by 20 Earnest Money shall be held in trust for the mutual benefit of the Parties by [check one] Seller's Brokerage Buyer's Brokerage as otherwise agreed by the Parties, as "Escrowee".

The balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in the form of good funds by wire transfer of funds, or by Certified, Cashier's, Mortgagee Lender's or title company's check (provided that the title company's check is guaranteed by a licensed title insurance company)

2. **CLOSING:** Provided title conforms with this contract or has been accepted by Buyer, closing or escrow payout shall be on 30 days from acceptance, 20, by conveyance by stamped recordable warranty deed (or other appropriate deed if title is in trust or in an estate) and payment of purchase price. Title shall be conveyed at the time required by this contract subject only to: general Real Estate taxes not due and payable at the time of Closing; building lines and building restrictions of record; zoning and building laws and ordinances; public and utility easements; covenants and restrictions of record; party wall rights and agreements, if any; existing leases or tenancies; the mortgage or trust deed if any, that may be assumed by Buyer as part of this transaction. However, Special Assessments, if any, for improvements not yet completed shall be paid by Seller at closing. This sale shall be closed at office of title insurance company or Seller's attorney's office as agreed or in escrow with the title company issuing the title commitment by deed and money escrow fee to be divided between Seller and Buyer. Seller and/or Buyer will pay their respective brokers' commissions as provided in their respective representation agreements or contracts and shall provide waiver of Brokers' liens at closing.

~~3. **FINANCING:** If this transaction is NOT CONTINGENT ON FINANCING, Optional Paragraph 28 a) OR Paragraph 28 b) MUST BE USED. If any portion of Paragraph 28 is used, the provisions of this Paragraph 3 are NOT APPLICABLE. This contract is contingent upon the ability of Buyer to secure within _____ days of the Date of Acceptance, a firm written commitment for a loan evidenced by a note to be secured by a mortgage or trust deed on the Real Estate in the amount of \$ _____, or such lesser amount as Buyer shall accept, with a fixed or initial interest rate (delete one) not to exceed _____%, said loan to be amortized over a minimum of _____ years, with a loan service charge not to exceed _____%. Seller and Buyer shall execute all documents and provide all information so that Buyer's lender can issue its commitment and close the transaction. If Buyer makes a good faith effort but is unable to obtain a commitment for the mortgage loan contemplated herein, Buyer shall so notify Seller in writing within the time specified in this Paragraph. IF SELLER IS NOT SO NOTIFIED WITHIN SUCH TIME PERIOD, BUYER SHALL FOR ALL PURPOSES BE DEEMED TO HAVE SECURED SUCH COMMITMENT OR TO HAVE AGREED TO PURCHASE THE REAL ESTATE WITHOUT MORTGAGE FINANCING OR BASED UPON THE MORTGAGE COMMITMENT ACTUALLY OBTAINED. If Seller is so notified, Seller may, at Seller's option within 10 business days after Seller's receipt of said notice, elect to accept purchase money financing or to secure a mortgage commitment on behalf of Buyer upon substantially the same terms for the mortgage loan contemplated herein with such other material terms and conditions for comparable loans. If Seller is so notified, Buyer agrees to furnish to Seller all requested credit and financial information and to sign customary papers relating to the application for securing of a mortgage commitment. If Seller is thereafter unable or unwilling to secure such commitment or to accept purchase money financing as herein provided, this contract shall be null and void, and Buyer and Seller shall execute all necessary documents to refund earnest money to Buyer. This Contract shall not be contingent upon the sale and/or closing of any existing real estate.~~

4. **PRORATIONS:** Proratable items shall include, without limitation, Real Estate taxes based on 105% of most recent ascertainable taxes, assignable insurance policies, if requested by Buyer; rents and/or security deposits, if any; Special Service Area tax for the year of closing only; Condominium Association fees, if any; water taxes and other proratable items including flood hazard insurance shall be prorated to date of possession. The Parties hereto agree to re-prorate any unbilled real estate tax bill prior to the date of Closing. All tax years prior to sale is to be paid in full by the seller.

5. **POSSESSION:** Possession shall be delivered at closing subject to existing leases and tenancies, unless otherwise agreed in writing.
 Buyer Initial _____ Seller Initial _____
 Address _____
 (Page 1 of 5) 6/2017 © MAINSTREET ORGANIZATION OF REALTORS®

6. **ATTORNEY REVIEW:** Within five (5) Business Days after the Date of Acceptance, the attorneys for the respective Parties, by Notice, may:

- (a) Approve this Contract, or
- (b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price and the earnest money refunded to the buyer upon written direction as required by law; or
- (c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after the Date of Acceptance written agreement is not reached by the Parties with respect to resolution of the proposed modifications, then either Party may terminate this Contract by serving Notice, whereupon this Contract shall be null and void and earnest money refunded to the buyer upon written direction as required by law, or
- (d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may declare this Contract null and void and this Contract shall remain in full force and effect.

Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 6(c). If Notice is not served within the time specified herein, the provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

~~7. **INSPECTION/ENVIRONMENTAL SITE ASSESSMENT:** This contract is contingent upon approval by Buyer of the condition of the Real Estate as evidenced by an inspection/environmental site assessment conducted at Buyer's expense and by contractor(s) selected by Buyer, within _____ business days after Seller's acceptance of this contract. Buyer shall indemnify Seller from and against any loss or damage to the Real Estate caused by the acts or negligence of Buyer or the person performing such inspection. If written notice of Buyer's disapproval is not served within the time specified, this provision shall be deemed waived by the Buyer and this Contract shall remain in full force and effect.~~ **AS IS**

8. **DISCLOSURE:** Within five (5) business days after date of acceptance Seller shall provide to the Buyer all information relevant to the condition, use and operation of the Real Estate available to Seller including but not limited to: schedule of operating expenses, existing surveys, title policies and any and all recorded nonconsensual liens. Seller shall prepare, and deliver to Buyer, all documentation for the Real Estate as may be required by applicable disclosure laws in the jurisdiction the property is located. Seller shall also cooperate with Buyer to secure whatever environmental site assessment Buyer or Buyer's lender deems necessary or appropriate.

9. **CONDOMINIUM/Common Interest Associations:** (If applicable) The Parties agree that the terms contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms.

- (a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the Declaration of Condominium/Covenants, Conditions and Restrictions and all amendments, public and utility easements including any easements established by or implied from the Declaration of Condominium/Covenants, Conditions and Restrictions or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Condominium Property Act, installments due after the date of Closing of general assessments established pursuant to the Declaration of Condominium/Covenants, Conditions and Restrictions.
- (b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special assessments confirmed prior to the Date of Acceptance.
- (c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller items as stipulated by the Illinois Condominium Property Act, if applicable, and Seller shall diligently apply for same. This Contract is subject to the condition that Seller be able to procure and provide to Buyer, a release or waiver of any option of first refusal or other pre-emptive rights of purchase created by the Declaration of Condominium/Covenants, Conditions and Restrictions within the time established by the Declaration of Condominium/Covenants, Conditions and Restrictions. In the event the Condominium Association requires personal appearance of Buyer and/or additional documentation, Buyer agrees to comply with same.
- (d) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the documents would unreasonably restrict Buyer's use of the premises or would result in increased financial obligations unacceptable to Buyer in connection with owning the Real Estate, then Buyer may declare this Contract null and void by giving Seller written notice within five (5) Business Days after the receipt of the documents and information required by Subparagraph (c) above, listing those deficiencies which are unacceptable to Buyer. If written notice is not served within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in full force and effect.
- (e) Seller shall not be obligated to provide a condominium survey.
- (f) Seller shall provide a certificate of insurance showing Buyer (and Buyer's mortgagee, if any) as an insured.

10. **SELLER REPRESENTATION:** Seller represents that Seller has not received written notice from any Governmental body or Owner Association regarding (a) zoning, building, fire or health code violations that have not been corrected, (b) any pending rezoning, (c) any pending condemnation or eminent domain proceeding; or (d) a proposed or confirmed special assessment and/or Special Service Area affecting the Real Estate. Seller represents, however, that, in the case of a special assessment and/or Special Service Area, the following applies:

- 1. There is not a proposed or pending unconfirmed special assessment affecting the Real Estate not payable by Seller after date of Closing.
- 2. The Real Estate is not located within a Special Service Area, payments for which will not be the obligation of Seller after date of Closing.

If any of the representations contained herein regarding Owner Association special assessment or Special Service Area are not acceptable to Buyer, Buyer shall have the option to declare this Contract null and void. If written notice of the option to declare this Contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or within the term specified in Paragraph 3 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect. Seller further represents that Seller has no knowledge of boundary line disputes, easements or claims of easement not shown by the public records or any hazardous waste on the Real Estate or any improvements for which the required permits were not obtained. Seller represents that there have been no improvements to the Real Estate which are not either included in full in the determination of the most recent Real Estate tax assessment. Notwithstanding anything to the contrary contained in this contract, Seller represents that to the best of Seller's knowledge, all heating, central cooling, ventilating, electrical and plumbing fixtures and systems on the Real Estate and all equipment to be transferred to Buyer pursuant to this contract are in working order and will be so at the time of closing.

Seller represents that, to the best of Seller's knowledge, there are not now, nor have there been, any underground storage tanks located on the Property and no chemical or toxic waste have been stored or disposed of on the Property, except for: _____

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____
Address _____

_____ and that the Property has not been cited for any violation of any Federal, State, County or local environmental law, ordinance or regulation and the Property is not located within any designated legislative "superfund" area, except for: _____

Seller represents that neither Seller nor Seller's agent has received notice of any dwelling zoning, building, fire and health code violations which exists on the date of this contract from any city, village, or other governmental authority.

11. LEASES: Seller will not enter into or extend any leases with respect to the Real Estate from and after the date Seller signs this contract without the express prior written consent of Buyer. All security deposits, damage deposits, or other deposits in the possession of Seller, including interest earned, if applicable, shall be assigned to Buyer at the time of closing. Seller is required to deliver assignments of leases and Rent Roll to Buyer at the time of closing. Seller shall deliver to Buyer, within five (5) business days after the Date of Acceptance, true and correct copies of all leases, schedule of expenses, survey, and real estate taxes; this contract is subject to Buyer's review and approval of same within ten (10) business days from Date of Acceptance. If written notice of Buyer's disapproval is not served within ten (10) business days after Date of Acceptance, this provision shall be deemed waived by the Buyer and this contract shall remain in full force and effect. Seller shall provide fully executed tenant estoppel certificates prior to closing.

12. TITLE: At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance, subject only to items listed in Paragraph 2. The requirement of providing extended coverage shall not apply if the Real Estate is vacant land. The commitment for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments which are not acceptable to Buyer, then Seller shall have said exceptions or encroachments removed, or have the title insurer commit to insure against loss or damage that may be caused by such exceptions or encroachments. If Seller fails to have unpermitted exceptions waived or title insured over prior to Closing, Buyer may elect to take the title as it then is, with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA 2006 Insurance Policy.

13. PERFORMANCE: Time is of the essence of this Contract. In any action with respect to this Contract, the Parties are free to pursue any legal remedies at law or in equity and the prevailing Party in litigation shall be entitled to collect reasonable attorney fees and costs from the non-prevailing Party as ordered by a court of competent jurisdiction. There shall be no disbursement of earnest money unless Escrowee has been provided written agreement from Seller and Buyer. Absent an agreement relative to the disbursement of earnest money within a reasonable period of time, Escrowee may deposit funds with the Clerk of the Circuit Court by the filing of an action in the nature of interpleader. Escrowee shall be reimbursed from the earnest money for all costs, including reasonable attorney fees, related to the filing of the interpleader action. Seller and Buyer shall indemnify and hold Escrowee harmless from any and all conflicting claims and demands arising under this paragraph.

14. NOTICE: All Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any one of a multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

- (a) By personal delivery of such Notice; or
- (b) By mailing of such Notice to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the Notice transmitted shall be sent on Business Days during Business Hours. In the event fax Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the Notice transmitted shall be sent during Business Hours, and provided further that the recipient provides written acknowledgment to the sender of receipt of the transmission (by e-mail, facsimile, regular mail or commercial overnight delivery). In the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the overnight delivery company.

15. BUSINESS DAYS/HOURS: Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time.

16. FACSIMILE: Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract.

17. DAMAGE TO REAL ESTATE PRIOR TO CLOSING: If, prior to delivery of the deed, the Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of earnest money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds Seller agrees to assign to Buyer and deliver to Buyer at closing. Seller shall not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract, except as modified in this paragraph.

18. PLAT OF SURVEY: Prior to closing, Seller shall furnish at Seller's expense an ALTA-ACSM survey certified to Buyer, Buyer's lender (if any) and title insurance company dated not more than six (6) months prior to Date of Acceptance by a licensed land surveyor showing the location of the improvements thereon (including fences separating the Real Estate from adjoining properties) and showing all encroachments, if any. If the survey discloses improper location of improvements or encroachments and Seller is unable to obtain title insurance protection for the benefit of Buyer against loss resulting from such improper locations or encroachment, Buyer may, at his option, declare this contract to be null and void. Providing all existing improvements (including fences) and encroachments, if any, appear on the survey thus furnished, Buyer shall bear the cost of any later date survey which may be required by Buyer's lender or desired by Buyer.

19. BILL OF SALE: All of the items of personal property shall be transferred to Buyer by delivery at closing of Bill of Sale without warranty of merchantability or fitness for particular purpose.

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____
Address _____
(Page 1 of 3) 6-2017- © MAINSTREET ORGANIZATION OF REALTORS®

20. CLEAN CONDITION: Seller shall remove all debris from the Real Estate and improvements by date of possession. Buyer shall have the right to inspect the Real Estate and improvements prior to closing to verify that the Real Estate, improvements and included personal property are in substantially the same condition as of the date of Seller's acceptance of this contract, normal wear and tear excepted.

21. MUNICIPAL ORDINANCES: Seller shall comply with the terms of any municipal ordinance relating to the transaction contemplated herein for the municipality in which the Real Estate is located and shall provide to Buyer at closing evidence of compliance with such ordinances. Transfer taxes required by local ordinance shall be paid by the party designated in such ordinance. Seller shall pay any transfer tax imposed by state law.

22. SPECIAL FLOOD HAZARD AREA: Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a special flood hazard area which requires Buyer to carry flood insurance. If written notice of the option to declare this Contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or within the term specified in Paragraph 3 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.

23. TAX LAW COMPLIANCE: Seller agrees to provide to the Internal Revenue Service the Sale of Real Estate 1099 form as required by law. This contract and the transaction described herein may be subject to the provisions of the Foreign Investment in Real Property Tax Act of 1980 and all amendments thereto (the "Act"). Seller and Buyer shall execute or cause to be executed all documents and take or cause to be taken all actions necessary in order that Buyer shall have no liability, either actual or potential, under the Act. Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-closing inspection requirement, municipal Transfer Tax or other similar ordinances. Transfer taxes required by municipal ordinance shall be paid by the party designated in such ordinance.

24. CAPTIONS: Captions are not intended to limit the terms contained after said caption and are not part of the contract.

25. TAX-DEFERRED EXCHANGE: Seller and Buyer agree to cooperate in any applicable tax-deferred Exchange, and shall execute all documents with respect thereto at their own expense, pursuant to the applicable provisions of the Internal Revenue Code, as amended from time to time.

Optional Provisions (Applicable ONLY if Initialed by All Parties)

26. CONFIRMATION OF DUAL AGENCY: The Parties confirm that they have previously consented to _____ (Licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this contract

27. RIDERS: The terms of Rider(s) _____ attached hereto are made a part hereof

28. TRANSACTIONS NOT CONTINGENT ON FINANCING: IF EITHER OF THE FOLLOWING ALTERNATIVE OPTIONS IS SELECTED, THE PROVISIONS OF THE FINANCING PARAGRAPH 3 SHALL NOT APPLY [CHOOSE ONLY ONE]:

a) **Transaction With No Mortgage (All Cash):** If this selection is made, Buyer will pay at closing, in the form of "Good Funds" the difference (plus or minus prorations) between the Purchase Price and the amount of the Earnest Money deposited pursuant to Paragraph 1 above. Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the balance due from Buyer at closing, shall constitute a material breach of this Contract by Buyer. The Parties shall share the title company escrow closing fee equally.

b) **Transaction, Mortgage Allowed:** If this selection is made, Buyer will pay at closing, in the form of "Good Funds" the difference (plus or minus prorations) between the Purchase Price and the amount of the Earnest Money deposited pursuant to Paragraph 1 above. Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real Estate to satisfy Buyer's obligations to pay the balance due (plus or minus prorations) to close this transaction. Such cooperation shall include the performance in a timely manner of all of Seller's pre-closing obligations under this Contract. This Contract shall NOT be contingent upon Buyer obtaining financing. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the balance due from Buyer at Closing shall constitute a material breach of this Contract by Buyer. Buyer shall pay the title company escrow closing fee

Buyer Initial  Buyer Initial _____ Seller Initial  Seller Initial _____
Address _____

THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.

8-24-20
 Date of Offer
 Buyer Signature
 Buyer Signature
 John Kaczmarek
 Print Buyer(s) Name(s) [Required]
 Corporation/Limited Liability Corporation (LLC)
 By - Print Name
 Address
 City State Zip
 Phone E-mail

8-24-20
 DATE OF ACCEPTANCE
 Seller Signature
 Seller Signature
 Print Seller(s) Name(s) [Required]
 HWW Holdings, LLC
 Corporation/Limited Liability Corporation (LLC)
 Mark Chocola, Manager
 By - Print Name
 7305 Duval Dr.
 Address
 Tinley Park IL 60477
 City State Zip
 Phone E-mail

FOR INFORMATION ONLY

Selling Office MLS #
 Buyer's Designated Agent MLS #
 Phone Fax
 E-mail
 Buyer's Attorney E-mail
 Peter Bilozic
 Phone Fax
 Mortgage Company Phone/Fax

Listing Office MLS #
 Listing Designated Agent MLS #
 Phone Fax
 E-mail
 Seller's Attorney E-mail
 John N. Bljeski II bljeski@bc-lawyers.com
 Phone Fax
 312-583-9430 312-533-4518
 Management Co./Other Contact Phone/Fax

This Contract Approved by the DuPage County Bar Association.

Seller Rejection: This offer was presented to Seller on _____, 20__ at _____:____ AM/PM and rejected on _____, 20__ at _____:____ AM/PM (Seller Initials).

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____
 Address _____
 (Page 5 of 5) © 2017 © MAINSTREET ORGANIZATION OF REALTORS®

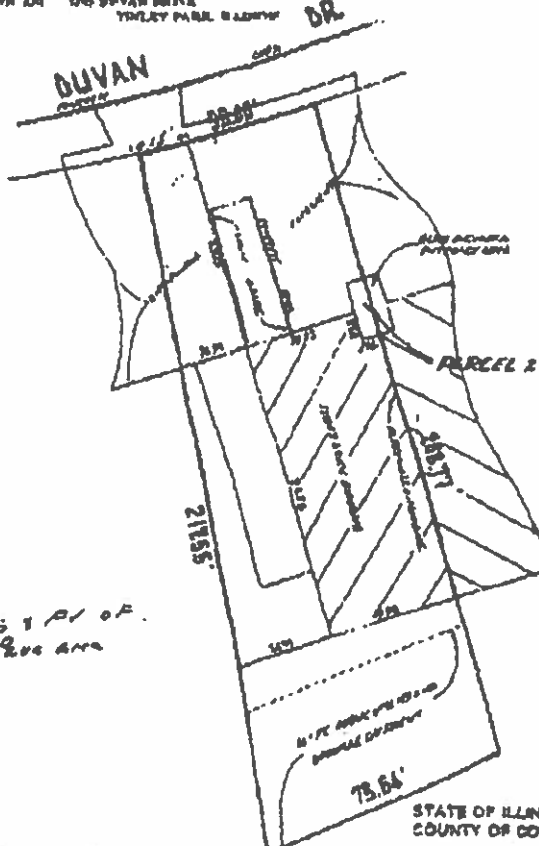
PLAT OF SURVEY

TAPE NO. 27-249-631-0000

PARCEL 1:
 THAT PART OF LOT 11 IN TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, 17TH NORTH OF THE NORTH END OF THE
 GREEN LAKE DR. AND PAULINE BAR ALIAS (HEREINAFTER REFERRED TO AS THE WEST 1/2) OF THE EAST 1/2 OF THE EAST 1/4 OF THE
 SECTION 16 AS PER 41.1 OF COOK COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE
 WESTERN LINE OF SAID LOT 11, AND 41.1 FEET DISTANCE ALONG THE WEST LINE OF SAID LOT 11, AND 41.1 FEET DISTANCE ALONG THE WEST LINE OF SAID LOT 11,
 CORNER THEREOF, THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 121.7 FEET TO A POINT ON THE
 WESTERN LINE OF SAID LOT 11, SAID POINT BEING 121.7 FEET DISTANCE FROM THE WESTERN CORNER THEREOF, THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE
 A DISTANCE OF 121.7 FEET TO A POINT ON THE WESTERN LINE OF SAID LOT 11, SAID POINT BEING 121.7 FEET DISTANCE FROM THE WESTERN CORNER THEREOF,
 THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 121.7 FEET TO A POINT ON THE WESTERN LINE OF SAID LOT 11, SAID POINT BEING 121.7 FEET
 DISTANCE FROM THE WESTERN CORNER THEREOF, THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 121.7 FEET TO A POINT ON THE WESTERN LINE OF SAID LOT 11,
 SAID POINT BEING 121.7 FEET DISTANCE FROM THE WESTERN CORNER THEREOF, THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 121.7 FEET TO A POINT
 ON THE WESTERN LINE OF SAID LOT 11, SAID POINT BEING 121.7 FEET DISTANCE FROM THE WESTERN CORNER THEREOF, THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE
 A DISTANCE OF 121.7 FEET TO THE POINT OF BEGINNING, BEING 41.1 FEET.

PARCEL 2:
 REMAINDER FOR CROSS AND STRESS OVER THE SOUTHWESTERLY 1/2 OF THAT PART LYING 41.1 FEET ON THE EAST SIDE
 OF THE WESTERN LINE OF SAID LOT 11, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE WESTERN CORNER OF LOT 11, THENCE BY IMPROVED
 MARK, BEING A DIVISION OF THAT PART OF THE SECTION 16 IN TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, 17TH NORTH OF THE NORTH END OF THE
 GREEN LAKE DR. AND PAULINE BAR ALIAS (HEREINAFTER REFERRED TO AS THE WEST 1/2) OF THE EAST 1/2 OF THE EAST 1/4 OF THE SECTION 16 AS PER 41.1 OF COOK COUNTY,
 ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE WESTERN CORNER OF SAID LOT 11, THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE
 A DISTANCE OF 121.7 FEET TO A POINT ON THE WESTERN LINE OF SAID LOT 11, SAID POINT BEING 121.7 FEET DISTANCE FROM THE WESTERN CORNER THEREOF,
 THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 121.7 FEET TO A POINT ON THE WESTERN LINE OF SAID LOT 11, SAID POINT BEING 121.7 FEET
 DISTANCE FROM THE WESTERN CORNER THEREOF, THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 121.7 FEET TO A POINT ON THE WESTERN LINE OF SAID LOT 11,
 SAID POINT BEING 121.7 FEET DISTANCE FROM THE WESTERN CORNER THEREOF, THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 121.7 FEET TO A POINT
 ON THE WESTERN LINE OF SAID LOT 11, SAID POINT BEING 121.7 FEET DISTANCE FROM THE WESTERN CORNER THEREOF, THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE
 A DISTANCE OF 121.7 FEET TO THE POINT OF BEGINNING, BEING 41.1 FEET.

COMMISSION SHOWS AS 124 DUVAN DRIVE
 TOWNSHIP 36 NORTH, RANGE 12 EAST DR.



5200
 51 01 02
 200 ANS



COMPARE YOUR POINTS BEFORE BUILDING BY THE SAME,
 AND REPORT ANY DIFFERENCE AT ONCE.

FOR BUILDING LINES AND OTHER RESTRICTIONS NOT
 SHOWN HEREON, REFER TO YOUR ABSTRACT, DEED,
 CONTRACT AND LOCAL BUILDING LINE REGULATIONS.

SCALE: 1" = 40' EQUALS 80 FEET

ALL DIMENSIONS ARE MARKED IN FEET AND DECIMALS

STATE OF ILLINOIS
 COUNTY OF COOK IS

LANDTECH SURVEY COMPANY, LTD., HEREBY
 CERTIFIES THAT A SURVEY HAS BEEN MADE OF
 THE ABOVE DESCRIBED PROPERTY AND THAT
 THE PLAT HEREON DRAWN IS A CORRECT
 REPRESENTATIVE OF SAID SURVEY.

DATED THIS 22 DAY OF OCTOBER, 2000

Gregory J. Harrison
 GREGORY J. HARRISON

THIS DOCUMENT WAS
PREPARED BY AND AFTER
RECORDING RETURN TO:

**PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT
BETWEEN THE VILLAGE OF TINLEY PARK
AND JOHN KACZMARSKI
(7305 Duvan Drive, Tinley Park, Illinois 60477)**

THIS PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT (“**Agreement**”) is made this ____ day of November, 2020 (“**Execution Date**”), by and between the **Village of Tinley Park**, an Illinois municipal corporation (“**Village**”), and **John Kaczmariski** (“**Owner**”).

RECITALS

WHEREAS, the President and Board of Commissioners of the County of Cook have prior hereto enacted an ordinance known as the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (“**Classification Ordinance**”), which provides for a tax assessment incentive classification designed to encourage industrial development throughout Cook County by offering a real estate tax incentive for the development of new industrial facilities, the rehabilitation of existing industrial structures and the utilization of abandoned buildings on properties that have been designated as blighted by the community in order to create employment opportunities and expand the tax base; and

WHEREAS, the Owner is the owner of real property generally located at 7305 Duvan Drive, Tinley Park, Illinois, and as legally described on Exhibit A (“**Property**”); and

WHEREAS, Owner petitioned the Village for a resolution of support and consent for a Cook County Class 6b Real Estate Tax Assessment Classification, as said term is defined in the Classification Ordinance, (“**Class 6b Assessment Classification**”) for the Property with said resolution stating that the Village finds the area surrounding the Property to be blighted and in need of redevelopment and that the Class 6b Assessment Classification is necessary for such redevelopment to occur on the Property; and

WHEREAS, the adoption of resolutions by the Village is required and must be filed by Owner with the County of Cook application in order for the Property to secure said Class 6b Tax Assessment Classification; and

WHEREAS, Owner shall redevelop the Property which shall consist of the rehabilitation of an abandoned building for an industrial use at a total estimated cost of \$92,000 (the “**Project**”); and

WHEREAS, without the Assessment Classifications for the Property, the Project would not reasonably be anticipated to proceed; and

WHEREAS, in order to induce the Village to adopt the aforesaid resolution, Owner and Village desire to enter into this Agreement and to be bound by terms and conditions as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Village and Owner agree as follows:

Section 1. Incorporation. The representation and recitations hereinabove set forth in the recitals are hereby incorporated into this Agreement as if fully stated herein.

Section 2. Term of Agreement. The term of this Agreement and the obligations of Village and Owner hereunder shall commence upon the Execution Date and shall expire upon the expiration of the Assessment Classifications for the Property or the termination of this Agreement pursuant to Section 6 hereof, whichever occurs first (“**Term**”).

Section 3. Covenants of the Village. In return for the representations and covenants of the Owner, all as contained herein, the Village covenants with and to the Owner as follows:

- a. Village shall approve resolutions setting forth its consent and support of Owner’s activation of the Assessment Classifications for the Property, which will take effect upon execution of this Agreement (the “**Resolutions**”). During the Term and except as provided herein, the Village shall not take any action to revoke, rescind or otherwise dispute the Assessment Classifications for the Property.
- b. Village shall have no obligation to issue the Resolutions to Owner until Owner has caused this Agreement to be recorded as contemplated under Section 8(f) herein.

Section 4. Covenants of the Owner. In return for the representations and covenants of the Village, all as contained herein, the Owner, and its successors or assigns, covenants with and to the Village as follows:

- a. Owner shall pay or cause to be paid when due all real estate property taxes relating to the Property or the operations on the Property, which are assessed or imposed upon the Property, or which become due and payable. Owner shall have the right to challenge real estate property taxes applicable to the Property; provided, that such real estate property taxes must be paid in full when due.
- b. Owner shall redevelop the Property and cause the Project to be constructed in a first-class manner and in accordance with this Agreement and any and all federal, state and local laws, ordinances, rules, regulations, orders, codes and

ordinances applicable to the Property, the Project and/or the Owner. Owner shall begin Project construction on or before December 2020. Owner shall substantially complete the Project, subject to delays from Force Majeure (defined below), on or before May, 2021 (the “**Outside Completion Date**”).

- c. The “**Project Work**” shall include all landlord work and site work required for the rehabilitation of the building. The Project Work shall include correcting all code violations, installing a complete fire prevention system, repaving the driveway and parking lot, installing new overhead doors, complying with the Village’s Landscaping Ordinance, and repairing the truck dock area.
- d. Upon completion of the Project Work, the Owner shall submit to the Village for review and approval a completion statement from an engineer or other consultant with respect to the substantial completion of the Project Work (a “**Completion Statement**”).
- e. The “**Substantial Completion Date**” shall mean the date on which the Village has approved a Completion Statement for the entirety of the Project Work, such approval shall not be unreasonably withheld.
- f. In the event that a Completion Statement for the entirety of the Project Work has not been submitted to the Village by the Outside Completion Date, upon a showing of good cause, the Village shall extend the Outside Completion Date for a period not to exceed one year (an “**Extension**”). To grant an Extension, the Village Manager must receive a written request from the Owner stating the reasons for the proposed extension (the “**Extension Request**”). Such Extension Request must be made before the expiration of the Outside Completion Date. Approval of an Extension shall not be unreasonably withheld.
- g. For purposes of this Agreement, “Force Majeure” shall mean an act of God, storm, fire, flood, earthquake, labor disturbance (including strikes, boycotts, lockouts etc.), war, civil commotion, shortages or unavailability of labor, present or future governmental law, ordinance, rule, order or regulation, inaction or delay on the part of any governmental authority, or other cause beyond the reasonable control of Owner, as applicable. In no event shall a delay resulting from economic hardship, commercial or economic frustration of purpose constitute an event caused by Force Majeure.

Section 5. Event of Default.

- a. The following shall constitute an event of default (“**Event of Default**”) by the Owner hereunder:
 - i. The failure of the Owner to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Owner under this Agreement;

- ii. The making or furnishing by the Owner to the Village of any representation, warranty, certificate, or report within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;
 - iii. The filing by Owner of any petitions or proceedings under applicable state or federal bankruptcy or insolvency law or statute which petition or proceeding has not been dismissed or stayed;
 - iv. The initiation against Owner by any creditor of an involuntary petition or proceeding under any state or federal bankruptcy or insolvency law or statute, which petition or proceeding is not dismissed or stayed within forty-five (45) days after the date of filing; and
 - v. The violation or breach by Owner of any law, statute, rule or regulation of a governmental or administrative entity relating to the operation of the Property.
- b. The following shall constitute an Event of Default by the Village hereunder:
- i. The failure of the Village to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Village under this Agreement.

Section 6. Remedies. Except as otherwise set forth herein, upon an Event of Default by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default or breach (“**Cure Period**”). In case the Event of Default shall not be cured or remedied prior to the end of the Cure Period, the remedy to the aggrieved party shall, in addition to any other remedies provided for in this Agreement, be as set forth below:

- a. In the Event of Default by the Owner, and after the expiration of all applicable cure periods, the Village shall have the following rights and remedies:
 - i. Village shall have the following rights and remedies, in addition to any other remedies provided in this Agreement: (A) to terminate this Agreement and the Assessment Classifications on the Property; and (B) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, any available remedy, including but not limited to injunctive relief or the specific performance of the obligations contained herein. Notwithstanding the foregoing and except as specifically set forth in Section 6(a)(ii) below, the Village shall not have the right to recover any property tax savings the Owner received as a result of the Assessment Classifications on the Property for property tax years

concluded prior to the Event of Default.

- ii. Within five (5) business days of written demand from Village (the “**Demand Notice**”), Owner covenants that it shall file all requisite documentation with the Cook County Assessor’s Office relinquishing and/or voiding the Assessment Classifications for the Property and shall concurrently provide the Village with written notice of relinquishment together with all relevant documentation. Owner’s covenants and obligations under this Section 6 shall survive the termination or expiration of the Agreement. If Owner fails to comply with any written demand provided pursuant to this Section 6(a)(ii), Village, in addition to any and all other remedies, shall have the right to secure the specific performance of the obligation hereunder, and the right to recover the aggregate of any property tax savings the Owner received as a result of the Assessment Classifications on the Property accruing after the issuance of the Demand Notice.
- b. Upon the occurrence of an Event of Default by the Village, and after the expiration of all applicable cure periods, the Owner shall have the following as its sole and exclusive rights and remedies: (i) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, injunctive relief or the specific performance of the obligations contained herein.
- c. Unless otherwise provided, the rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy.

Section 7. Assignment.

- a. Up to the earlier of the Substantial Completion Date or the Outside Completion Date, Owner shall not sell, assign, transfer or otherwise dispose of its interest under this Agreement or its interest in the Property under any circumstances, without the written prior approval of the Village, which may be withheld or denied in its sole and absolute discretion, except:
 - i. Sale, assignment, or transfer to an entity directly controlling, controlled by or under common control with Owner (“**Affiliate**”) shall be permitted without prior written approval of the Village (a “**Permitted Transfer**”); and
 - ii. Sale, assignment, or transfer of portions of the Property for which the Village has approved a Phase Completion Statement shall be a Permitted Transfer and shall not require Village approval.
- b. After the Substantial Completion Date or Phase Completion Date as applicable, and so long as there exists no uncured Event of Default, Owner shall be permitted to sell, assign, transfer or otherwise dispose of its interests under this

Agreement and its interests in the Property. Prior to exercising rights hereunder, any such proposed transferee or assignee under this Section 7(b) shall expressly assume all of the obligations of Owner under this Agreement and shall agree to be subject to all the conditions and restrictions to which Owner is subject by executing and recording on the Property an assumption, as approved by the Village, which shall not be unreasonably withheld, delayed or denied (the “**Assumption**”). Upon receipt of the fully executed Assumption by the Village, Owner shall be released from any obligation or responsibility under this Agreement.

- c. Any assignment or transfer in violation of this Section 7 shall not relieve Owner or any other party from any obligations under this Agreement, and any such transferee or assignee shall not be entitled to the rights and benefits provided for herein.

Section 8. Miscellaneous.

- a. Each party shall, at the request of the other, execute and/or deliver any further documents and do all acts as each party may reasonably require to carry-out the intent and meaning of this Agreement.
- b. No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and signed by the party making the waiver, and then shall be effective only in the specific instances and for the purpose given.
- c. This Agreement represents the entire Agreement between the Village and the Owner. No amendment, waiver or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the parties as required by law.
- d. If any section, sub-section, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such decisions or decisions shall not affect the validity of the remaining portions of the Agreement.
- e. Each party warrants to the other that it is authorized to execute, deliver and perform this Agreement and agrees not to raise lack of such authority in any action brought by any party or any third party to this Agreement.
- f. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the Applicant and the Village and, hereto, their respective grantees, successors, assigns and legal representatives. A copy of this Agreement shall be recorded against the Property at Owner’s sole expense.

- g. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.
- h. Each party irrevocably agrees that all judicial actions or proceedings in any way, manner or respect, arising out of or from or related to this Agreement shall be litigated only in courts having sites within the County of Cook, Illinois and appeal courts within the State of Illinois. Each party hereby consents to the jurisdiction of any local or state court located within the County of Cook, Illinois and hereby waives any objections each party may have based on improper venue or forum *non conveniens* to the conduct of any proceeding instituted hereunder.
- i. This Agreement may be executed in any number of counterparts, each of which shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.
- j. In the event any legal proceeding is commenced for the purpose of interpreting, construing, enforcing or claiming under this Agreement, the prevailing party, as determined by the court, shall be entitled to recover reasonable attorney's fees and costs in such proceeding or any appeal therefrom.

Section 8. Notice.

- a. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) certified mail, return receipt requested:

If to Village: Village of Tinley Park
16250 S. Oak Park Ave.,
Tinley Park, IL 60477
Attn: David J. Niemeyer
Village Manager
dniemeyer@tinleypark.org

With a copy to: Peterson, Johnson & Murray – Chicago LLC
200 West Adams St. Ste. 2125
Chicago, IL 60606
Attn: Paul O'Grady
pogrady@pjmchicago.com

If to Owner: John Kaczmariski
36 Carriage House Lane
Orland Park, IL 60467

With a copy to: James Clark Company
111 N. Wheaton Ave., Unit 408
Wheaton, IL 60187
Attn: Tim Clark

- b. Any notice, demand, request or other communication required or permitted hereunder may be made only upon a party's attorney, which shall be effective for all purposes.
- c. For all purposes of this Agreement, a "business day" shall refer to all Mondays, Tuesdays, Wednesdays, Thursdays and Fridays with the exception of United States and State of Illinois legal holidays.

[EXECUTION PAGES FOLLOW

IN WITNESS WHEREOF, Village and Owner have executed this Agreement the day and year first hereinabove written.

VILLAGE:

VILLAGE OF TINLEY PARK, an Illinois municipal corporation

By: Jacob C. Vandenberg
Its: Mayor

ATTEST:

By: Kristin A. Thirion
Its: Village Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this ____ day of November, 2020, before me, personally appeared Jacob C. Vandenberg, personally known, who being by me duly sworn did say that he is the Village President of the Village of Tinley Park, Illinois, an Illinois municipal corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Trustees, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

Notary Public

Printed Name: _____

My commission expires:

EXHIBIT A

Legal Description

Property Index Number 27-36-204-037-0000

THAT PART OF LOT 17 IN TINLEY INDUSTRIAL PARK, BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF CHICAGO ROCK ISLAND AND PACIFIC RAILROAD (EXCEPTING THEREFROM THE WEST 1534.6 FEET OF THE EAST 2009.6 FEET OF THE NORTH 495.65 FEET), ALL IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LOT, AND 65.1 FEET (MEASURED ALONG THE ARC) SOUTHWESTERLY OF THE NORTHEASTERLY CORNER THEREOF, THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE AT A DISTANCE OF 208.77 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT, SAID POINT BEING 75.00 FEET SOUTHWESTERLY OF THE SOUTHEASTERLY CORNER THEREOF, THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE OF SAID LOT A DISTANCE OF 75.84 FEET, THENCE NORTHWESTERLY ALONG A STRAIGHT LINE THAT IS 100.00 FEET (MEASURED AT RIGHT ANGLES) EAST OF THE WEST LINE THEREOF, TO A POINT ON THE NORTHERLY LINE OF SAID LOT THENCE, NORTHEASTERLY ALONG SAID NORTHERLY LINE, 55.00 FEET (MEASURED ALONG ARC) TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



Interoffice Memo

Date: November 12, 2020
To: Village Board
From: Dave Niemeyer
Subject: 80th Ave Widening Project

I would like to bring the board up to date on the Will County 80th ave widening project.

Intergovernmental Agreement/Jurisdictional Transfer

We have been meeting with officials from Will County over the last several months and are very close to being able to present an agreement to the Board, possibly on December 1st. Initially, the County was asking us to pay more than \$8 million for roadway and related improvements, and in turn, we would take over 80th Ave and the bridge. After several meetings, the County has agreed to pay the first \$5.6 million of expected \$7.2 million in construction costs, and we will pay for anything that exceeds the \$5.6 million. We are expecting the total costs to be substantially less than the \$7.2 million, however. Robinson Engineering will be at our December 1st meeting to go over these cost figures further.

Staff believes it is beneficial to the Village to have control over the entire roadway with a jurisdictional transfer, so we do not have to deal with other governmental entities in the future in regards to potential improvements/issues. At the end of the day, besides getting the roadway improvements completed, the Village would also be getting the additional improvements we requested (street lighting, multi use path, water main, fiber optic, landscaping and bridge aesthetics) at a much reduced, up front cost.

Purchase of Malone and Maloney property.

This was previously discussed with the Board. The Village is responsible for obtaining the right of way (south) to 191st Street. The Village needs to obtain the additional ROW from Malone and Maloney on both sides of 80th Ave in order to widen the intersection and build the bike path. Two parcels are being acquired for \$61,786. We expect to have the approvals of these two parcels on the December 1st agenda.

Sale of easements to Will County

As was discussed with the Board, there are two pieces of property Will County has asked to purchase adjacent to the Public Works building for the widening project. The paper work is still being finalized and we expect to have this on the December 1st agenda. One piece of property is valued at \$3,000. The county is offering \$192,500 for the other piece of property. This piece is valued at \$100,000; \$32,500 is for the temporary easement and \$60,000 is compensation for the Village having to relocate parking spaces and light poles.





Interoffice Memo

Date: November 17, 2020

To: Committee of the Whole

From: Dave Niemeyer, Village Manager
Hannah Lipman, Management Analyst

Subject: Bus Shelter Program – Renewal Agreement

The Village is approaching the end of a ten (10) year contract with the Illinois Convenience & Safety Corp. (ICSC), which oversees the bus shelter program. ICSC inspects, maintains, repairs, cleans, and services the bus shelters they manage on a weekly basis. There are currently five (5) in Tinley Park.

Some benefits of the program include:

- ICSC is privately funded, therefore there is no cost to taxpayers;
- The Village does not need to maintain or manage any of the shelters;
- The Village will receive 20% (up from 15%) in revenue sharing from advertisements on the shelters; and
- The Village could seek to use the shelters to advertise for Village sponsored events if desired.

It is recommended the Village renew the contract with ICSC for another ten (10) year period.



Illinois Convenience & Safety Corp.

September 24, 2020

Mr. David J. Niemeyer
Village Manager
VILLAGE OF TINLEY PARK
16250 Oak Park Avenue
Tinley Park, IL 60477

Dear Mr. Niemeyer,

Per my conversation with Lisa in your office, enclosed is the 'Renewal Agreement' for IC&SC's shelter program in Tinley Park. Please approve and return a copy to IC&SC at your earliest convenience. Also we have increased the annual revenue share from fifteen (15%) percent to twenty (20%) percent. An increase of 33%.

Illinois Convenience & Safety Corp., a local, *privately* funded organization, has been providing the bus shelter program in Tinley Park for 20 years. Our program, provided at no cost to your community, pays for the shelters, concrete pads/sidewalks, installation, electrical hook-ups/usage, liability insurance and maintenance.

Kindly consider a few of the benefits that distinguish our proven program:

- IC&SC is privately funded and uses absolutely no *taxpayer* dollars.
- IC&SC's in house maintenance crews thoroughly clean and service your shelters weekly.
- IC&SC boasts a Mayor-endorsed track record of 35+ years.
- IC&SC pays your municipality a percentage of the revenues generated by the shelters each year.
- IC&SC's existing plan (350 shelters) and strong national sales base ensure revenues will be maximized.
- Revenue Bus Shelters are IC&SC exclusive business.

If you have any questions or need additional information, please contact me. Also, we can answer any questions you may have concerning potential new shelter sites. The entire IC&SC staff appreciates the opportunity to serve your local residents and looks forward to a long and prosperous business relationship.

Sincerely,

Bruce J. Campbell
President

AGREEMENT

This AGREEMENT is made the _____ day of _____, 2020, by and between ILLINOIS CONVENIENCE & SAFETY CORPORATION (hereinafter referred to as IC&SC) and the VILLAGE OF TINLEY PARK (hereinafter referred to as VILLAGE).

It is MUTUALLY AGREED that the VILLAGE permits IC&SC to install and maintain transit advertising shelters within the VILLAGE and upon the VILLAGE right-of-way, upon the terms and conditions as follows:

1. **DURATION**: This agreement shall remain in force for a term of ten (10) years from the _____ day of _____, 2020, unless previously determined as hereinafter provided.
2. **TYPE OF SHELTER**: Any shelters to be constructed will be of a type approved by the VILLAGE.
3. **IC&SC OBLIGATIONS**: IC&SC will pay all fees, costs and permit charges regularly assessed by the VILLAGE, unless otherwise waived, and agrees that the shelters will be in conformity with applicable building codes of the VILLAGE. IC&SC is also responsible for obtaining state highway permits for all shelter locations on state routes.

IC&SC will inspect, maintain, repair, clean and service the shelters. The maintenance to be provided will be on regular basis at least *once per week*. IC&SC shall repair or remove, if necessary, any shelter so in need, or if the shelter's condition presents a threat to public safety, within twenty-four (24) hours of notification from the VILLAGE or IC&SC's inspection.
4. **INDEMNIFICATION AND INSURANCE**: A. IC&SC will indemnify and save harmless the VILLAGE, their agents, servants and employees, against all costs, expenses, damages, liabilities and judgments for personal injuries, including death, resulting by reason of the erection, maintenance or operation of any of the shelters referred to in this agreement, and for property damage, sustained by any person, firm or corporation whomsoever, caused or alleged to have been caused, directly or indirectly, by an act of omission, negligent or otherwise, of IC&SC, its agents, servants and employees, or occasioned by any work performed by IC&SC and shall defend any such action or suit brought against the VILLAGE, and shall pay all costs and expenses of whatsoever nature resulting therefrom, and in connection therewith and to pay, on behalf of the VILLAGE, the amount of any judgment that may be entered against them in any such action or suit.

B. IC&SC will carry indemnity insurance against the above mentioned liability in a sum of not less than \$2,000,000.00. The VILLAGE, its officers, officials and employees are named Additional Insureds to the General Liability coverage of this policy for the erection, maintenance and operation of the bus shelters located in the VILLAGE. Proof of said insurance will be provided upon request by the VILLAGE.
5. **MAINTENANCE**: IC&SC shall be permitted to enter upon and into the shelters at any reasonable time with workmen and all necessary equipment to repair the shelters and install all necessary electrical wires, meters, clockwork machinery and other hardware reasonably necessary for making the said shelter effective, all of which work shall be done according to VILLAGE code and at the sole expense of IC&SC.
6. **PAYMENT FOR ELECTRICAL**: IC&SC shall pay all sums that may become due for electrical energy supplied to the shelters and shall keep the VILLAGE indemnified against being called on to pay these sums.
7. **NON-OBSTRUCTION**: The VILLAGE shall not obstruct shelter advertising panels and agrees to prohibit any obstructions of the same and to cause such obstructions to be removed.

8. **TYPE OF ADVERTISING:** IC&SC agrees that it will utilize the shelters only for advertising material that is truthful in every respect and in accordance with high moral standards.
9. **RIGHT TO ERECT SHELTERS:** The VILLAGE agrees that it gives to IC&SC the right to erect advertising shelters in the VILLAGE and the first option to fulfill any additional advertising shelter requests that may arise within the duration of this agreement.
10. **SITE LOCATION:** The location of shelters is subject to VILLAGE approval as well as approval by the Illinois Department of Transportation (IDOT) for state route installations.
11. **THE RIGHT OF IC&SC TO REMOVE SHELTERS:** IC&SC retains the right to remove any shelters without notice to the VILLAGE, in the event any restriction on the construction or maintenance of advertising shelters is imposed by statute or by ordinance of the VILLAGE, County, or State in which the shelter is located, or in the event the Federal, State, Municipal or other proper authorities should hereafter establish any rules, regulations or taxations which shall have the effect of so restricting location, construction, maintenance or operation of the shelters so as to diminish the value of said shelters for advertising purposes. VILLAGE may require the removal of any shelter if any provision of this agreement is breached for a period of thirty (30) consecutive days.
12. **CONDITIONS:** IC&SC shall not be required to provide any shelter in the event advertising contracts sufficient in number to make the project economically feasible shall not be securable. If the shelter(s) are not properly maintained or repaired, IC&SC must remove such shelter(s) at their sole expense.
13. **DUTY TO REMOVE:** In the event the VILLAGE fails to receive notice of renewal of either or both the Agreement and the Comprehensive General Liability Insurance on or before twenty (20) days before the expiration date of said coverages, or in the event either or both the Agreement and the Comprehensive General Liability Insurance are cancelled and no evidence of equal coverage is exhibited to the VILLAGE on or before twenty (20) days prior to the expiration date of either coverage, IC&SC agrees to immediately remove all of its shelters, including foundations, and if it fails to do so VILLAGE shall have the right to remove them and IC&SC shall be obligated to pay VILLAGE its costs for such removal.
14. **COMPENSATION TO THE VILLAGE:**
 - A. IC&SC will pay the VILLAGE twenty percent (20%) of the gross billings generated by the rental space of shelters within the VILLAGE. 'Gross Billings' is defined as the invoiced price to advertisers, without consideration of, or reduction for, trade discounts, rebates, refunds or credits. The only allowance that will be made is for a legitimate advertising fifteen (15%) commission.
 - B. IC&SC will render an annual payment to the VILLAGE, said payment to be received by March 1 of each year for all paid advertising revenue generated the previous year by shelters within the VILLAGE.
 - C. IC&SC will allow reasonable inspection by authorized VILLAGE officials, at IC&SC's office during normal business hours, to review annual revenues payable to the VILLAGE.
 - D. VILLAGE shall have the right to advertise community events or other public service notices if the advertising space in the VILLAGE is unsold. VILLAGE shall be responsible for any production costs, and must contact IC&SC for availability, placement and posting.
15. **NOTICES:** All notices herein provided for shall be sent prepaid registered or certified mail addressed to the VILLAGE Mayor/President or IC&SC President, at their respective business addresses.

ENTIRE AGREEMENT

This AGREEMENT represents the entire agreement between IC&SC and VILLAGE OF TINLEY PARK and supersedes all prior negotiations and agreements. This AGREEMENT may be amended only by written instrument signed by both parties hereto. This AGREEMENT and any modifications or additions hereto shall be binding upon and inure to the benefit of the respective parties, heirs, successors, assigns, partners, and legal representatives. IC&SC, or any future assignee may assign this Agreement without the consent of the VILLAGE.

The VILLAGE warrants and represents that it has the authority to enter into this AGREEMENT and that the necessary and proper resolutions have been approved and passed by the proper VILLAGE Officials; further, it is warranted and represented that the signatories to this AGREEMENT have the authority to so act.

ACCEPTED AND APPROVED:

ILLINOIS CONVENIENCE & SAFETY CORPORATION

BY: _____
BRUCE J. CAMPBELL, PRESIDENT

ATTEST:

VILLAGE OF TINLEY PARK

BY: _____

ATTEST:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2020

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).


PRODUCER King-Forman Insurance Agency 2604 E. Dempster St., #501 Park Ridge, IL 60068 King-Forman Insurance Agency	847-298-1636	CONTACT NAME: Jamie Freitag	PHONE (A/C, No, Ext): 847-298-1636	FAX (A/C, No): 224-612-5369
		E-MAIL ADDRESS: jfreitag@kingforman.com	INSURER(S) AFFORDING COVERAGE	
		INSURER A: Secura Insurance Co	22543	
INSURED Illinois Convenience and Safety Corporation 6624 W Irving Park Road Chicago, IL 60634	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			
	INSURER F:			

COVERAGES CERTIFICATE NUMBER: 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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CP3213591	10/12/2020	10/12/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A3213592	10/12/2020	10/12/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU3213594	10/12/2020	10/12/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC3213593	10/12/2020	10/12/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property			CP3213591	10/12/2020	10/12/2021	

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

CERTIFICATE HOLDER TINLEYP Village of Tinley Park Village Clerk Kristin A Thirion 16250 Oak Park Ave Tinley Park, IL 60477	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. AUTHORIZED REPRESENTATIVE 
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Interoffice Memo

Date: November 12, 2020
To: Village Board
From: Pat Carr, Asst. Village Manager
CC: Dave Niemeyer, Village Manager
Subject: Comcast Franchise Agreement

Discuss the renewal of the Comcast Franchise agreement for a term of 10 years. The current agreement signed in December of 2010 is set to expire December 31, 2020. This is a non-exclusive license and does not prevent other vendors or companies to provide cable/internet service. The village will receive a 5% franchise fee which is the maximum amount per federal law.

There were a few minor revisions to the previous agreement and they were as follows:

Section 4.6.1:

Last year, the FCC adopted the 621 Third Order.

With the FCC Third 621 Order in effect since last year, Comcast will be changing their policy toward courtesy service. The 621 Order clarifies that complimentary services to municipal buildings, such as schools, libraries, fire departments, police stations, and municipal government offices, count towards the 5% franchise fee cap based on the Fair Market Value of the services. Comcast has not triggered this change yet. When, and if, they do, they will have a discussion with the Village on how it wishes to handle the current courtesy accounts. The language they had proposed in Section 4.6.1 will serve as a place-holder until they trigger this change and Attachment A is filled out. Until they implement this change, the Village will continue to receive the said services as it has previously. Also, when they do eventually roll this out, it will be uniformly applied to all franchises in their market.

Section 5.2: Audit

Since the prior agreement was adopted in 2010, the State of Illinois adopted a statute that set the guidelines on how franchise fee audit should be handled. The new agreement references this state statute and requires any audit be conducted in accordance with the state statute.

Section 8.7 PEG Capital Support

Added the following to last sentence in 8.7 (8.5 in prior agreement) so it is consistent with the 621 Third Order.

“On an annual basis, the Village shall provide the Grantee with a report detailing how the prior year’s funding was spent or confirming it is being held in a capital reserve account for future PEG capital needs.”

**CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
VILLAGE OF TINLEY PARK, ILLINOIS
And
COMCAST OF ILLINOIS X, LLC.**

This Draft Renewal Franchise Agreement is the result of discussions between the Metropolitan Mayors Caucus and Comcast, and is being submitted for discussion purposes under the informal process pursuant to 47 USC 546 (h).

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the Village of Tinley Park, Illinois (hereinafter, the “Village”) and Comcast of Illinois X, LLC., (hereinafter, “Grantee”) this ___ day of _____, 2020 (the “Effective Date”).

The Village, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of the Cable Act, the Illinois Constitution of 1970, including the Village’s home rule powers, and the Illinois Municipal Code, as amended from time to time, and shall be governed by the Cable Act and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

“Cable Operator” means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

"Cable System" or "System," has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

"Channel" or "Cable Channel" means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

"Customer" or "Subscriber" means a Person who lawfully receives and pays for Cable Service with the Grantee's express permission.

"FCC" means the Federal Communications Commission or successor governmental entity thereto.

"Franchise" means the initial authorization, or renewal thereof, issued by the Village, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

"Franchise Agreement" or "Agreement" shall mean this Agreement and any amendments or modifications hereto.

"Franchise Area" means the present legal boundaries of the Village as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

"Grantee" shall mean Comcast of Illinois X, LLC.

"Gross Revenue" means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium

and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the Village's permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues*, CSR 5282-R, *Memorandum Opinion and Order*, 16 FCC Rcd. 18192 (2001), and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Village.

"Public, Educational and Governmental (PEG) Access Channel" shall mean a video Channel designated for non-commercial use by the Village, the public, and/or educational institutions such as public or private schools, but not "home schools," community colleges, and universities.

"Public, Educational and Government (PEG) Access Programming" shall mean non-commercial programming produced by any Village residents or organizations, schools and government entities and the use of designated facilities, equipment and/or Channels of the Cable System in accordance with 47 U.S.C. 531 and this Agreement.

"Public Way" shall mean, pursuant and in addition to the Village's Right of Way Ordinance, Chapter 103 of the Village of Tinley Park Municipal Code, the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the Village in the Franchise Area, to the extent that the Village has the right and authority to authorize, regulate, or permit the location of facilities other than those of the Village. Public Way shall not include any real or personal Village property that is not specifically described in this definition and shall not include Village buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

"Standard Installation" means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

“Village” means the Village of Tinley Park, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Video Programming” or “Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2: Grant of Authority

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), and 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, “the Illinois Constitution,” and Ordinance/Resolution No. _____ approving and authorizing the execution of this Agreement, the Village hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee’s Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the Village of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the Village pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Village to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Village, or (C) be construed as a waiver or release of the rights of the Village in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the Village grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the Village proposing to serve the Franchise Area, in whole or in part, the Village shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

2.6.3. Provided that appropriate vehicle safety markings have been deployed, Grantee's vehicles shall be exempt from parking restrictions of the Village while used in the course of installation, repair and maintenance work on the Cable System.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Chapter 103, entitled "Construction of Utility Facilities in Public Rights-of-Way," of the Municipal Code of the Village of Tinley Park as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the Village requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the Village shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the

preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

SECTION 4: Service Obligations

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee’s Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear Cable System network mile as measured from the existing Cable System’s technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee’s distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the Village in conducting inspections related to these standards upon reasonable prior written request from the Village based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the Village shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the Village shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other

like occupants of the Village's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities:

4.6.1. The Village may request that Grantee provide Cable Service and the corresponding equipment to the location(s) specified in Attachment A, and shall specify the requested level of services and number of outlets for each location. The Village shall notify Grantee in writing whether it wishes to be invoiced at standard rates as disclosed by Grantee for these services and equipment or to have the charges deducted from the franchise fee payment due pursuant to this franchise. In the event the FCC Third 621 Order is reversed on appeal on the issue of complimentary services (pending at the 6th Circuit at the time of this Agreement) and that reversal becomes final, the Village and the Grantee will revert to the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service, one Digital Transport Adapter (or its current equivalent if equipment is necessary to receive the service) and a free Standard Installation at one outlet to all eligible buildings as defined in the state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" – as may be amended from time to time. The Village must become qualified and authorized to activate the EAS, through the authorized State EAS plan. The Village agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the Village, its employees or agents in using such system.

4.8. Customer Service Obligations. The Village and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement provisions are included in Chapter 129G of the Municipal Code of the Village of Tinley Park. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

SECTION 5: Oversight and Regulation by Village

5.1. Franchise Fees. The Grantee shall pay to the Village a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee

shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the Village to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the Village to increase the Franchise Fee above five percent (5%), and the Village actually proposes to increase the Franchise Fee in exercise of such authority, the Village may amend the Franchise Fee percentage. Following the determination to increase the Franchise Fee and enactment of an ordinance enabling the same, the Village shall notify the Grantee of its intent to collect the increased Franchise Fee, and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the Village) to effectuate any changes necessary to begin the collection of such increased Franchise Fee. In the event that the Village increases said Franchise Fee, the Grantee shall notify its Subscribers of the Village's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the Village to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the Village pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the Village approves the amendment by ordinance; and (c) the Village notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The Village and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.2.1 In accordance with 65 ILCS 5/11-42-11.05 (k), [for counties, the Village shall provide on an annual basis, a complete list of addresses within the corporate limits of the Village. If an address is not included in the list or if no list is provided, the Grantee shall be held harmless for any franchise fee underpayments (including penalty and interest) from siting errors.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The Village agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Village that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority’s representative. In the event that the Village has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Village shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the Village from and against any claims arising from the Village’s opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the Village with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the Village, shall not be a violation of this Section.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the Village containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC

rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the Village shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Village has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the Village may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the Village's consent thereto in the manner described in Section 6 above.

SECTION 7: Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the Village certificates of insurance in accordance with Chapter 103.08 of the Municipal Code of the Village of Tinley Park.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the Village, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing and operating its Cable System within the Village. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The Village shall give the Grantee timely written notice of its obligation to indemnify and defend the Village after the Village's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the Village. If the Village elects in its own discretion to employ additional counsel, the costs for such additional counsel for the Village shall be the responsibility of the Village.

7.2.1. The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from any conduct for which the Village, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the Village by reference to the limits of insurance coverage described in this Agreement.

SECTION 8: Public, Educational and Governmental (PEG) Access

8.1. PEG Capacity. The Grantee shall provide capacity for the Village's noncommercial Public, Educational and Governmental Access ("PEG") Programming through one Channel (the "Channel") on the Grantee's Cable System. Unless otherwise agreed to by the Village and the Grantee to the extent required by applicable law, the Channel may be carried on the Grantee's basic digital service tier. The Village's PEG Access Programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.2. Rules and Procedures for Use of the PEG Access Channel. The Village shall be responsible for establishing, and thereafter enforcing, rules for the non-commercial use of the PEG Access Channel and to promote the use and viewership of the Channel.

8.3. Allocation and Use of the PEG Access Channel. The Grantee does not relinquish its ownership of a Channel by designating it for PEG use. However, the PEG Access Channel is, and shall be, operated by the Village. The Village shall adopt rules and procedures under which Grantee may use the PEG Access Channel for the provision of Video Programming if the PEG Access channel is not being used for its designated purpose(s) pursuant to Section 611(d) of the Cable Act, 47 U.S.C. §531.

8.4. Editorial Control. Grantee shall not exercise any editorial control over any use of the PEG Access Channel except as permitted by 47 U.S.C. §531(e).

8.5. Origination Point. At such time that the Village determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG Access Programming originated from Schools and/or Village facilities (other than those having a signal point of origination at the time of the execution of this Agreement); or at such time that the Village determines that it wants to change or upgrade a location from which PEG Access Programming is originated; the Village will give the Grantee written notice detailing the point of origination and the capability sought by the Village. The Grantee agrees to submit a cost estimate to implement the Village's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure within a reasonable period of time, the Grantee will implement any necessary system changes within a reasonable period of time.

8.6. PEG Signal Quality. Provided the PEG signal feed is delivered by the Village to the designated signal input point without material degradation, the PEG Channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.7. PEG Capital Support. The Village may designate a PEG access capital project to be funded by the Village as provided for herein. The Village shall send written notice of the Village's desire for Grantee to collect a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month to be passed on to each Subscriber pursuant to Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The Grantee shall make the PEG Capital Fee payments to the Village at the same time and in the same manner as Franchise Fee payments. The Village's notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment (PEG Access capital costs) and the Grantee shall have the opportunity to review and make recommendations upon the Village's plan prior to agreeing to collect and pay to the Village the requested amount. Consistent with the

description of the intended utilization of the PEG Capital Fee, the Village shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the Village to make large capital expenditures, if necessary, provided that if the entire amount is not expended during the term of this agreement, any remaining funds shall be credited against PEG Capital requests from the Village in subsequent franchise renewals. Moreover, if the Village chooses to borrow from itself or a financial institution for large PEG capital purchases or capital expenditures, the Village shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty (120) days of the Village's written request. On an annual basis, the Village shall provide the Grantee with a report detailing how the prior year's funding was spent or confirming it is being held in a capital reserve account for future PEG capital needs.

8.7.1. For any payments owed by Grantee in accordance with this Section 8.7 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the PEG Capital Fee liability otherwise accruing under this section.

8.7.2. Grantee and Village agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. § 542.

8.8. Grantee Use of Unused Time. Because the Village and Grantee agree that a blank or underutilized PEG Access Channel is not in the public interest, in the event the Village does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation by the Village upon no less than sixty (60) days' notice. Except as otherwise provided herein, the programming of the PEG Access Channel with text messaging, or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community produced programming of any kind can be viewed on a PEG Access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

SECTION 9: Enforcement of Franchise

9.1. Notice of Violation or Default. In the event the Village believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the Village's written notice: (A) to respond to the Village, contesting the

assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Village of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the Village determines that the Grantee is in default of any material provision of the Franchise, the Village may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Village shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Village has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The Village shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Village shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the Village shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the Village shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the Village's decision.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the Village's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law enacted by the Village as Title Chapter 129G of the Municipal Code of the Village of Tinley Park; and, pursuant to Section 3.1 of this Franchise Agreement and Chapter 103 of the Municipal Code of the Village of Tinley Park, to enforce the Grantee's compliance with the Village's requirements regarding "Construction of Utility Facilities in the Rights-Of-Way." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Village to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the Village.

SECTION 10: Miscellaneous Provisions

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee’s ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee’s cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties’ rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Village:

Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, Illinois 60477
ATTN: Village Manager

To the Grantee:

Comcast of Illinois X, LLC.
7720 W. 98th Street
Hickory Hills, Illinois 60457
ATTN: Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the Village and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The Village may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such

ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Cook County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Village and the Grantee, which amendment shall be authorized on behalf of the Village through the adoption of an appropriate ordinance or resolution by the Village, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.11. Authority to Sign Agreement. Grantee warrants to the Village that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise

Agreement on behalf of the Grantee warrants to the Village that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the Village of Tinley Park:

For Comcast of Illinois X, LLC:

By: _____

By: _____

Name: Jacob C. Vandenberg

Name: John Crowley

Title: Mayor

Title: Regional Senior Vice President

Date: _____

Date: _____



Interoffice Memo

Date: November 12, 2020
To: Village Board
From: Pat Carr, Asst. Village Manager
CC: Dave Niemeyer, Village Manager
Subject: GIS Updated Agreement and Annual Renewal

Attached is the updated executive board agreement and statement of work with the GIS Consortium service provider, Municipal GIS Partners (MGP). The current statement of work would expire on December 31, 2020. The Village has the right to terminate the agreement upon thirty (90) days written notice to the service provider. This agreement and Scope of Work (SOW) shall extend the initial term for an additional one (1) year period. This renewal term shall commence on January 1, 2021 and remain in effect until December 31, 2021. In addition, monthly usage reports are provided to the Village Board to confirm utilization of the GIS data by staff and the public.

In July, the village reduced the GIS contract by 60% for a cost saving measure. Due to increase of project activity, we will increase utilization by 20% and still maintain a 40% reduction in cost. The GIS Consortium has frozen the price for the coming fiscal year. Funds for this expenditure were budgeted for in a not to exceed amount of \$208,514.00 and is included in the current fiscal year budget. Staff recommendeds approval for this item.



Interoffice Memo

Date: November 17, 2020

To: Village Board

Cc: Brad Bettenhausen, Village Treasurer/Finance Director

From: Dave Niemeyer, Village Manager
Hannah Lipman, Management Analyst

Subject: Business and Liquor Licenses – COVID-19 Fee Reductions

Over the course of the past several months, the Village has taken a number of actions to aid businesses and residents amidst the global pandemic and its impacts. In May, the Village Manager provided the Village Board with a memo outlining all of the various policy directives and actions that have been taken by the Village up to that point. This memo stated that some of these initial policy directives may need to be revisited, extended or modified from time to time as more information is known, and if this crisis extends to cover a longer period of time.

As COVID-19 continues to impact bars and restaurants heavily, we are looking for ways to offer some form of relief. Business and liquor license renewals are processed in early December, providing an opportunity to examine the fees that will be applied.

Staff recommends the Village Board considers the following:

- Waive the liquor license fee for on-premise sales license holders until June, and re-evaluate at that point in time if charging 50% for the remainder of the year is appropriate.
 - Roughly \$47,200 in revenues
- Waive the business license fee in full for local bars and restaurants.
 - Roughly \$11,000 in revenues

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2020-R-XX**

**A RESOLUTION PROVIDING WAIVERS FOR VARIOUS LIQUOR AND
BUSINESS LICENSES FEES FOR CALENDAR YEAR 2021 DUE TO
COVID-19 AND THE ONGOING PUBLIC HEALTH CRISIS**

**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
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2020-R-XXX

**A RESOLUTION PROVIDING WAIVERS FOR VARIOUS LIQUOR AND
BUSINESS LICENSES FEES FOR CALENDAR YEAR 2021 DUE TO
COVID-19 AND THE ONGOING PUBLIC HEALTH CRISIS**

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, COVID-19 is a novel severe acute respiratory illness that can spread among people through respiratory transmissions and present with symptoms similar to those of influenza; and certain populations are at higher risk of experiencing more severe illness as a result of COVID-19, including older adults and people who have serious chronic medical conditions; and

WHEREAS, on March 11, 2020, the World Health Organization characterized the COVID-19 outbreak as a pandemic, and has reported more than 53 million confirmed cases of COVID-19 globally; and

WHEREAS, State of Illinois Governor JP Pritzker issued a disaster proclamation on March 9, 2020, declaring all counties in the State of Illinois a disaster area under the Illinois Emergency Management Agency Act, 20 ILCS 3305/7; and

WHEREAS, the Village of Tinley Park and its officials and residents recognize that the Illinois Emergency Management Act, 2 ILCS 3305/1, *et seq.* (the "Act") authorizes the Governor of the State of Illinois to issue emergency disaster proclamations and confers upon the Governor certain enumerated emergency powers after a disaster has been proclaimed, that he or she may exercise for a period of not to exceed 30 days (20 ILCS 3305/7);

WHEREAS, on April 1, 2020 Governor J.B. Pritzker issued Executive Order No. 8 which was referred to as the "Stay at Home Order"; and

WHEREAS, the Governor issued a second Proclamation continuing the same COVID-19 disaster and issued an Executive Order extending the Stay at Home Order until April 30, 2020; and

WHEREAS, on April 30, 2020, the Governor issued Executive Order No. 30 easing certain restrictions in the Stay at Home Order and modifying some restrictions until May 30, 2020 (the "Amended Stay at Home Order"); and

WHEREAS, while it is undeniable that the Stay at Home Order had a positive impact on reducing the number of cases of individuals contracting COVID-19 and deaths in Illinois, it is equally undeniable that the Stay at Home Order has had a devastating financial impact on the businesses and residents in the State of Illinois and of the Village of Tinley Park; and

WHEREAS, the Governor developed a Restore Illinois Plan breaking the State into eleven (11) regions; and

WHEREAS, while the Restore Illinois Plan is intended to reduce exposures with a goal toward reopening the State's economy, unfortunately the Restore Illinois Plan has had dire consequences to our retail businesses, and the negative impacts have been most severe on our service-based bars and restaurants that has already resulted in several COVID-19 related permanent restaurant closures; and

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 ONE: The Village of Tinley Park understands the challenges, obstacles and burdens our local bars and restaurants face due to COVID-19 and the restrictions imposed by the Restore Illinois Plan.

SECTION TWO: The Village of Tinley Park wishes to assist our local bars and restaurants amidst the ongoing global pandemic.

SECTION THREE: The Village of Tinley Park will waive the liquor license fees as described in Title XI Chapter 112 Section 20 for license holders who serve alcohol on-premise until June of 2021. The impacts of COVID-19 will be re-evaluated as we approach this mid-year date.

SECTION FOUR: The Village of Tinley Park will waive the business license fees for 2021 as described in Title XI Chapter 110 Section 25 for local bar and restaurant license holders, who have been most directly impacted by COVID-19 and the Restore Illinois Plan restrictions.

SECTION FIVE: This Resolution shall be in full force and effect upon passage and approval.

APPROVED THIS 17th day of November, 2020.

AYES:

NAYS:

ABSENT:

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

DRAFT

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-XXX, “A RESOLUTION PROVIDING WAIVERS FOR VARIOUS LIQUOR AND BUSINESS LICENSES FEES FOR CALENDAR YEAR 2021 DUE TO COVID-19 AND THE ONGOING PUBLIC HEALTH CRISIS” which was adopted by the President and Board of Trustees of the Village of Tinley Park on November 17, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of November, 2020.

VILLAGE CLERK



Interoffice Memo

Date: November 17, 2020

To: Village Board of Trustees

From: Hannah Lipman, Management Analyst

Subject: Lenny's Gas N Wash 183rd Street, LLC - UV Liquor License Request

The purpose of this memo is to explain the background of Lenny's Gas N Wash 183rd Street, LLC's request for a Class UV Truck Stop License.

Leonard McEnergy of Lenny's Gas N Wash – (referred heretofore as “Lenny’s”)– located at 7451 W. 183rd Street, has approached the liquor commissioner about adding a Class UV Truck Stop license to his establishment that allows video gaming. Lenny's is a state-licensed truck stop that was established in August of 2015. As you are aware, the Lenny's located at 19420 S Harlem was annexed into the Village in late 2019, and is in good standing with the Village. That location was awarded a Class UV Truck Stop license around the same time it was annexed.

The 183rd Street location will be opening this December, and expects to bring in about \$75,000 of additional sales tax and gaming revenue on an annual basis for the Village. See the attached proposal letter from Mr. McEnergy for additional details.

Per Ordinance 2019-O-072, video gaming applicants must be operating their business for 365 days before making application, unless the applicant currently operates an establishment and wishes to operate another establishment similar to the original establishment. Lenny's Truck Stop license request meets these requirements, and therefore, is before the Board for discussion.



Lenny's Gas N Wash 183rd Street, LLC ♦ 7451 W. 183rd St. ♦ Tinley Park, IL 60477
PH: (708) 444-0117

October 13, 2020

Mayor Vandenberg and Trustees
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477

Mayor Vandenberg,

Lenny's Gas N Wash 183rd Street, LLC – Proposal for Gaming and Liquor

Lenny's Gas N Wash 183rd Street, LLC is currently under construction to open for business early December 2020. I, Len McEnery, will own and operate this location along with 13 similar business models currently operating in surrounding cities. The business proposal to add VGT machines and a UV liquor license would make our business model a complete store offering in the convenience store industry.

The addition of a gaming and a UV liquor license will increase our monthly sales and revenue. This would increase the sales tax and gaming revenue for the Village of Tinley Park up to \$75k+/yearly with the addition of these two licenses.

The location is being constructed with a full operating cooler and additional space to add a refrigerated Beer Cave and packaged wine and liquor. The addition of a gaming area is proposed in the attached plans for six (6) VGT monitors and up to ten (10) VGT monitors when qualified. The gaming area enclosure would have 6' high construction walls consisting of a knee wall.

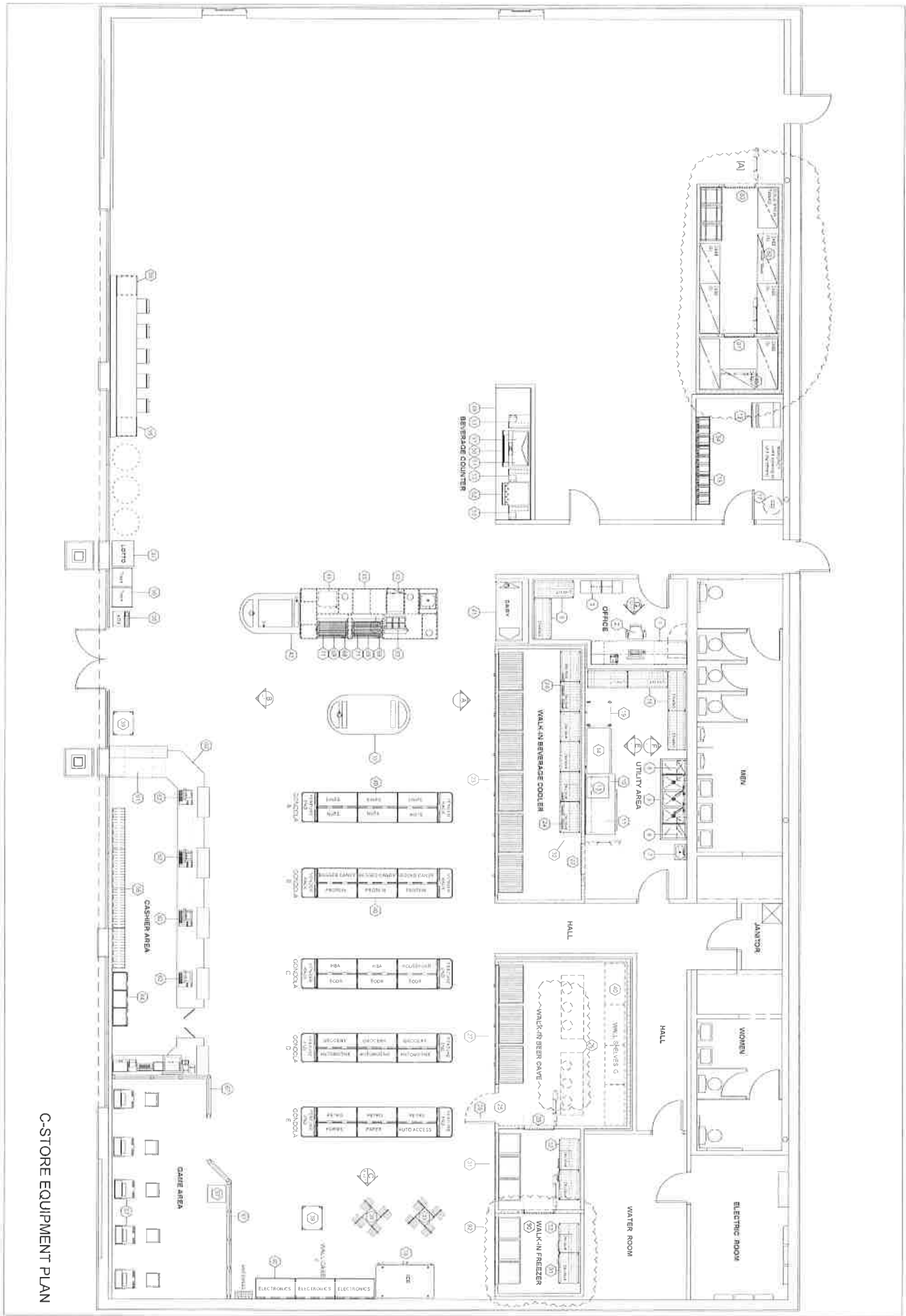
I respectfully request the consideration for granting approval to Lenny's Gas N Wash 183rd Street, LLC the addition of a UV liquor license and video gaming terminals. Our goal is to continue to advance from our competitor and strive for excellence as we serve the entire community for one-stop fueling service.

Thank you for your consideration.

Sincerely,

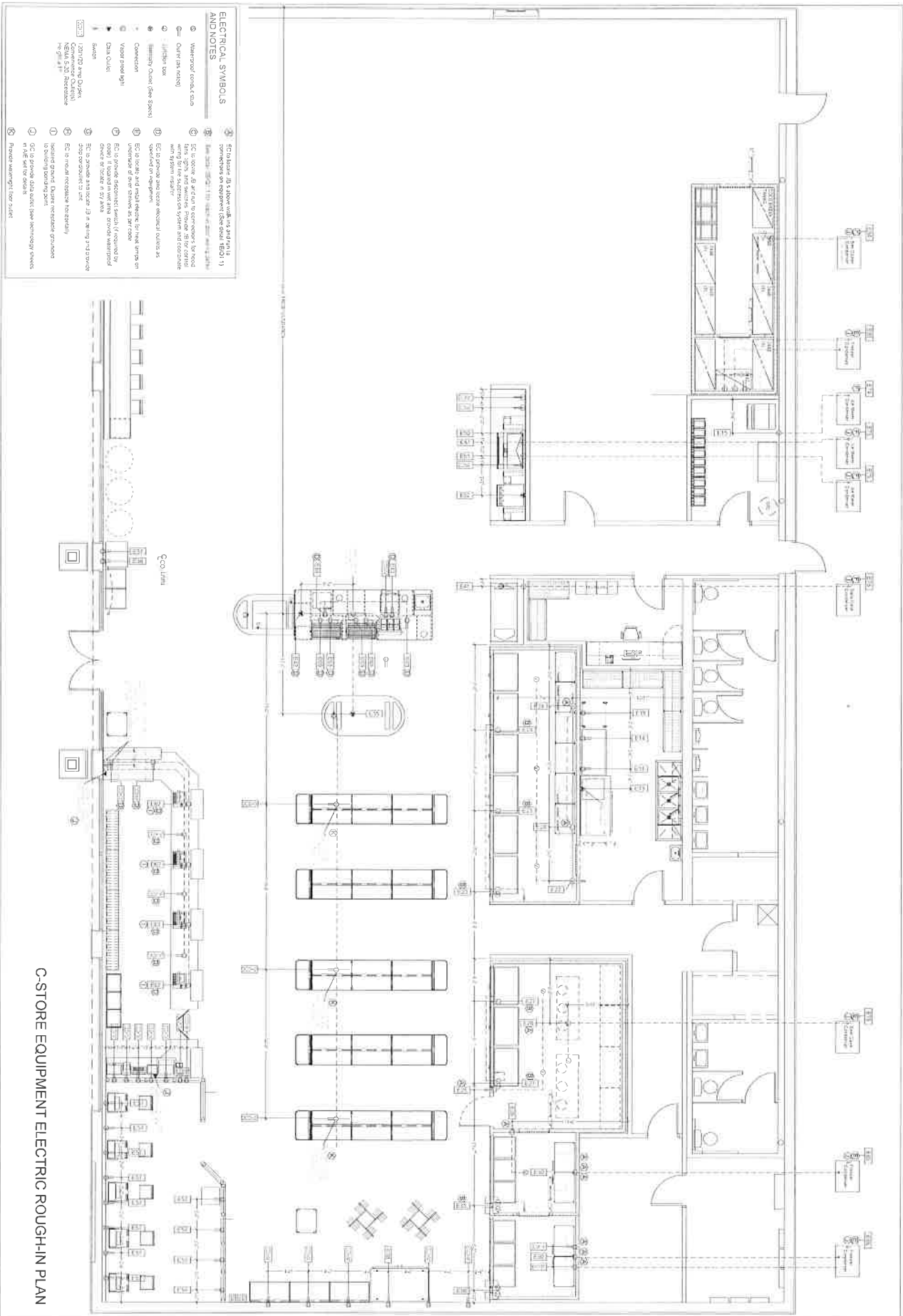
A handwritten signature in blue ink that reads "Leonard McEnery".

Leonard McEnery



C-STORE EQUIPMENT PLAN

<p>FOOD N FUEL 7451 183RD STREET TINLEY PARK, IL</p>	<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>REVISION NO</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>8/17/2020</td> <td>...</td> </tr> <tr> <td>2</td> <td>8/19/2020</td> <td>...</td> </tr> <tr> <td>3</td> <td>8/24/2020</td> <td>...</td> </tr> </tbody> </table>			REVISION NO	DATE	BY	1	8/17/2020	...	2	8/19/2020	...	3	8/24/2020	...	<p>APES DESIGN GROUP Food Service and C-Store Design Specialists</p>
	REVISION NO	DATE	BY													
1	8/17/2020	...														
2	8/19/2020	...														
3	8/24/2020	...														
<p>Q1.1</p>	<p>DATE</p> <p>8/17/2020</p>	<p>BY</p> <p>...</p>														



- ELECTRICAL SYMBOLS AND NOTES**
- ① Waterproof outlets, cans
 - ② Outlet (as noted)
 - ③ Junction box
 - ④ Limited Outlet (See Spec)
 - ⑤ Conduit
 - ⑥ Water proof light
 - ⑦ Data Outlet
 - ⑧ Switch
 - ⑨ 120/240 3-Phase Commercial Circuit (See Spec)
 - ⑩ 120/240 3-Phase
 - ⑪ Localized ground. Do not include grounded
 - ⑫ 120/240 3-Phase
 - ⑬ 120/240 3-Phase
 - ⑭ 120/240 3-Phase
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C-STORE EQUIPMENT ELECTRIC ROUGH-IN PLAN

<p>FOOD N FUEL 7451 183RD STREET TINLEY PARK, IL</p>	<p>DATE</p>	<p>BY</p>	<p>REVISIONS</p>
	<p>DATE</p>	<p>BY</p>	<p>REVISIONS</p>

PROJECT LOCATION: 7451 183RD STREET, TONAWANDA, NY

OWNER: FOOD N FUEL

DESIGNER: APES DESIGN GROUP, INC.

DATE: 01.14.20

SCALE: AS SHOWN

PROJECT NO: 183RD-01

REVISED BY: []

DATE: []

PROJECT NO: 183RD-01

APES DESIGN GROUP
ARCHITECTS, ENGINEERS, INTERIORS
183RD STREET, TONAWANDA, NY 14150
716.265.1111
www.apesdesigngroup.com



Interoffice Memo

Date: November 17, 2020

To: Committee of the Whole

From: Hannah Lipman, Management Analyst
Priscilla Cordero, Business Development Manager

Subject: Adult Use Cannabis – Application Discussion & Next Steps

After receiving Board direction to utilize a merit-based evaluation approach to award the one (1) available business license, Village staff notified approximately twelve (12) different individuals/companies who had previously expressed interest in opening a dispensary that we would be accepting applications. The Village received two applications, one from Mike Perez with EarthMed, and the other from Kraig Koester with Midway Dispensary. Below is a summary of the applicants' criteria:

Adult Use Cannabis Applicants		
Criteria	EarthMed	Midway Dispensary
Obtained State license		✓
Proven experience (other locations)	✓	✓
Security Plan	✓	✓
Local Presence	✓	✓
Community Presence/ Engagement	TBD	TBD
Past convictions, outstanding fees to any public agency, etc.	TBD	TBD
Results of background check	TBD	TBD

We were notified by four (4) others that they are still interested in opening a dispensary as well. However, the State has not determined how licenses will be awarded, so no additional applications have been submitted at this time.

Additionally, based off of feedback from interested parties and staff review, there are currently no properties available that fit the zoning requirements (stand alone building, B-2 & B-3 Districts, along Harlem, LaGrange or 159th). There were previously a few available buildings that fit these requirements which are now under contract and unavailable. Others that are available have stated they will not sell to the adult use cannabis industry. While there is land available to build on, the State places timelines on the licenses they award so that the recipient is up and running within a specified timeframe, which makes building within this timeframe very challenging.

On the application, it noted that after October 31st, staff would review all applications to ensure they met the established criteria. From there, interviews could be held with applicants to gather additional information before awarding the license.

Staff is looking for additional discussion and feedback on appropriate next steps.



ADULT-USE CANNABIS

In August 2020, the Village Board approved an Ordinance Amending the Tinley Park Zoning Ordinance for the Purpose of Regulating Adult-Use Cannabis Business Establishments (2020-O-038). Therefore, the Village will be accepting Applications (with a Business Plan to be included) through October 30th, 2020. Applications and business plans will be reviewed with a merit-based approach, and therefore, should take the below criteria into consideration.

Upon review of received applications, the Village may conduct interviews with applicant teams to gather additional information before awarding the license.

Applications can be submitted to the attention of Hannah Lipman at hlipman@tinleypark.org.

Criteria

- Whether or not a license has already been obtained from the State
- Proven experience (other locations)
- Security Plan
- Local presence (Chicagoland area)
- Community Presence/Engagement
- Past convictions, outstanding fees to any public agency, etc.
- Results of background check

Ordinance 2020-O-038 Highlights

- Only one (1) license available
- Permitted as a Special Use in B-2 & B-3 Zoning Districts
- Permitted along Harlem Avenue, LaGrange Road, and/or 159th Street
- Permitted in a standalone building



ADULT-USE CANNABIS APPLICATION

Applicant Name:

Applicant Phone Number:

Applicant Email:

Applicant Mailing Address:

Business Name:

DBA:

Corporate Name (if applicable):

Does the applicant own/manage other locations?

Yes

No

If yes, complete the following:

Name:

Location:

Opening Date:

Name:

Location:

Opening Date:

Does the applicant have a recreational license from the State available for use?

Yes

No

If not, when does the applicant intend on applying?

Does the applicant have a potential location identified in the permitted zoning districts? Yes No

If yes, provide the location:

Does the applicant have any past convictions, outstanding fees to any public agency, etc., that the Village should be aware of? Yes No

If yes, please explain:



Interoffice Memo

Date: November 17, 2020

To: Committee of the Whole

From: Matt Walsh, Chief of Police

Cc: David Niemeyer, Village Manager

Subject: Chronic Nuisance Property Ordinance

The Village of Tinley Park, as a home rule unit of government, can define, prevent, and abate ordinances. In order for the Village and our Police Department to better monitor local businesses and properties, a Chronic Nuisance Property Ordinance is highly recommended. A property is considered a Chronic Nuisance Property when three or more nuisance activities (as defined in the ordinance) have occurred within a 12-month period.

The Chief of Police must review each occurrence and determine whether they describe nuisance activities. Upon such finding, the Chief shall notify the person in charge in writing that the property is becoming a chronic nuisance property. Should the person in charge fail to prevent the property from becoming a chronic nuisance property, the Chief of Police or designee may commence proceedings to abate the nuisance conditions.

A judicial abatement remedy, after the property has been determined to be a chronic nuisance property, can close the property for a period of not less than 5 consecutive days, but not more than 30 consecutive days. The violator will also be subject to a fine of not less than \$500 nor more than \$750 per day. Each day on which a violation of the chapter continues shall be considered a separate and distinct offense. The Ordinance is attached for review.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE

NO. _____

**AN ORDINANCE AMENDING THE VILLAGE CODE AND ADOPTING A CHRONIC
NUISANCE PROPERTY ABATEMENT ORDINANCE**

**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
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE VILLAGE CODE AND ADOPTING A CHRONIC NUISANCE PROPERTY ABATEMENT ORDINANCE

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, pursuant to 65 Ill. Comp. Stat. Ann. 5/11-60-2, the corporate authorities of each municipality may define, prevent, and abate nuisances; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, desire to abate and prevent prospective criminal and quasi-criminal activities on real property by making the owner, property manager, and/or occupant responsible for the criminal and quasi-criminal activities which take place on the real property under control; and

WHEREAS, the President and Board of Trustees believe that it is in the best interests of the Village and its residents to amending the Village Code and adopting a “Chronic Nuisance Property Abatement” Ordinance; and

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: That Title 9 Chapter 9 of the Tinley Park Village Code entitled “Nuisances” is hereby amended by adding the following underlined language to be read in its entirety as follows:

CHRONIC NUISANCE PROPERTY ABATEMENT

§ 98.40 VIOLATION.

(A) It shall be unlawful for any property within the Village to become or remain a chronic nuisance property in violation of this chapter.

(B) It shall be unlawful for any person or person in charge to:

(1) Suffer or permit a property to become a chronic nuisance property; and

(2) Allow a property to continue as a chronic nuisance property.

(C) Each day on which a violation of the chapter continues shall be considered a separate and distinct offense.

§ 98.41 DEFINITIONS

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

CHIEF OF POLICE. The Chief of Police of the Village of Tinley Park or his/her designee.

CHRONIC NUISANCE PROPERTY. Property upon which three or more nuisance activities have occurred within a 12-month period as a result of any three separate factual events that have been independently investigated by any law enforcement agency.

CONTROL. The ability to regulate, restrain, dominate, counteract, or govern conduct that occurs on that property.

NUISANCE ACTIVITIES. Any of the following activities, behaviors, or conduct, as defined by federal, state or Village ordinance:

- (1) Disorderly conduct as defined in ILCS Ch. 720, Act 5, § 26-1.
- (2) Unlawful use of weapons as defined in ILCS Ch. 720, Act 5, § 24-1 et seq.
- (3) Mob action as defined in ILCS Ch. 720, Act 5, § 25-1.
- (4) Discharge of a firearm as defined in ILCS Ch. 720, Act 5, §§ 24-1.2 and 24-1.5.
- (5) Gambling as defined by ILCS Ch. 720, Act 5, § 28-1.
- (6) Possession, manufacture, or delivery of controlled substances as defined by ILCS Ch. 720, Act 570, §§ 401 et seq.
- (7) Public indecency as defined by ILCS Ch. 720, Act 5, § 11-9.
- (8) Assault or battery or any related offenses as defined in ILCS Ch. 720, Act 5, §§ 12-1 et seq.
- (9) Sexual abuse or related offense as defined in ILCS Ch. 720, Act 5, §§ 12-15 et seq.
- (10) Prostitution as defined in ILCS Ch. 720, Act 5, §§ 11-14 et seq.
- (11) Criminal damage to property as defined in ILCS Ch. 720, Act 5, §§ 21-1 et seq.
- (12) Illegal consumption or possession of alcohol as defined in ILCS Ch. 235, Act 5, §§ 1 et seq.
- (13) Criminal housing management as defined in ILCS Ch. 720, Act 5, § 12-5.1.
- (14) Failure to comply with occupant load as posted and defined by the International Fire Code and International Building Code (2016-O-055).

(15) Structure unfit for human occupancy as defined in the Village's Property Maintenance Code.

(16) Unsafe structure as defined in the Village's Property Maintenance Code.

(17) Unlawful structure as defined in the Village's Property Maintenance Code.

(18) Multiple and serious violations of the Village's Property Maintenance Code continuing after disposition of a housing court complaint for those violations.

(19) Activity that constitutes a violation of a felony or Class A misdemeanor pursuant to a federal or Illinois statute.

OWNER. Any person, partnership, land trust, or corporation having any legal or equitable interest in the property. OWNER includes, but is not limited to:

(1) A mortgagee in possession in who is vested:

(a) All or party of the legal title to the property;

(b) All or part of the beneficial ownership and the rights to the present use and enjoyment of the premises.

(2) An occupant who can control what occurs on the property.

(3) Any person acting as an agent of an owner as defined herein.

PERMIT. To suffer, allow, consent to, acquiesce by failure to prevent, or expressly assent or agree to the doing of an act.

PERSON. Any natural person, association, partnership, corporation, or other entity capable of owning, occupying, or using property in the Village.

PERSON IN CHARGE. Any person in actual or constructive possession of a property, including but not limited to, an owner, occupant of property under his or her ownership or control.

PROPERTY. Any real property, including land and that which affixed, incidental, or pertinent to land, including but not limited to, any premises, room, house, building, or structure, or any separate part or portion thereof, whether permitted or not.

§ 98.42 PROCEDURE.

(A) When the Chief of Police of the Village receives one or more police reports documenting the occurrence of a nuisance activity on or within a property, the Chief of Police shall independently review such reports to determine whether they describe nuisance activities.

(B) Upon such finding, the Chief shall:

(1) Notify the person in charge in writing that the property is in danger of becoming a chronic nuisance property. The notice shall contain the following information:

(a) The street address or legal description sufficient for identification of the property;

(b) A statement that the Police Department has information that the property may be a chronic nuisance property, with a concise description of the nuisance activities that may exist or that have occurred;

(c) Service shall be made either personally or by first class mail, postage prepaid, return receipt requested, address to the person in charge at the address of the property believed to be a chronic nuisance property, or such other place which is likely to give the person in charge notice of the determination by the Chief of Police;

(d) A copy of the notice shall be served on the taxpayer of record at such address as shown on the tax rolls of the county and/or the occupant, at the address of the property if these persons are different from the person in charge, and shall be made either personally or by first class mail, postage prepaid;

(e) The failure of any person to receive notice that the property may be a chronic nuisance property shall not invalidate or otherwise affect the proceedings under this chapter.

(C) Should the person in charge fail to prevent the property from becoming a chronic nuisance property, the Chief of Police or his designee may commence proceedings to abate the nuisance conditions. The Village shall have the right, in its sole discretion, to pursue nuisance abatement proceedings either in the Circuit Court of Cook County, or through administrative adjudication of building and housing violations, as provided in this Code of Ordinances.

§ 98.43 JUDICIAL REMEDIES.

(A) In the event the Village pursues a judicial abatement remedy and in the event that a court determines a property to be a chronic nuisance property, the court may order that the property be closed and secured against all use and occupancy for a period of not less than 5 consecutive days, but not more than 30 consecutive days, or the court may employ any other remedy deemed by it appropriate to abate the nuisance.

(B) In addition to the remedy provided in division (A) above, the violator shall be subject to a fine of not less than \$500 nor more than \$750 per day, payable to the Village of Tinley Park, for each day the owner or his agent had actual knowledge that the property was a public nuisance property and permitted the property to remain a public nuisance property.

(C) In determining what remedy or remedies to employ, the court may consider evidence of other conduct that has occurred on the property, including, but not limited to:

- (1) Progressive discipline;
- (2) The disturbance of neighbors;
- (3) The occurrence of other nuisance on or from the property;
- (4) The property's general reputation.
- (5) The extent of Village resources required to resolve the nuisance.

(D) The court may authorize the Village to physically secure the property against use or occupancy in the event the owner fails to do so within the time specified by the court. In the event that the Village is authorized to secure the property, all costs reasonably incurred by the Village to affect the closure shall be made and assessed as a lien against the property and debt to the Village. As used herein, COSTS mean those costs actually incurred by the Village for the physical securing of the property.

(E) The Village employee effecting the closure shall prepare a statement of costs, and the Village shall thereafter submit said statement to the court for its review. If no objection to the statement is made within the period described by the court, a lien in said amount may be recorded against said property.

(F) Any person who is assessed the cost of closure and/or civil penalty by the court shall be personally liable for the payment there of to the Village.

(G) The Village President, in his/her capacity as Liquor Commissioner, may call a Liquor Hearing if deemed appropriate given the nature of the nuisance or failure to comply with the liquor code.

SECTION 3: That the Village Clerk be and is hereby directed to publish this Ordinance in pamphlet form.

SECTION 4: Any policy, resolution or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 17th day of November, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 17th day of November, 2020.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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. _____, “AN ORDINANCE AMENDING THE VILLAGE CODE AND ADOPTING A CHRONIC NUISANCE PROPERTY ABATEMENT ORDINANCE” which was adopted by the President and Board of Trustees of the Village of Tinley Park on November 17, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17^h day of November, 2020.

KRISTIN A. THIRION, VILLAGE CLERK