

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

The special meeting of the Committee of the Whole is scheduled for  
Tuesday, July 20, 2021, beginning at 6:15 p.m.  
At Tinley Park Fire Station No. 46, 17355 S. 68<sup>th</sup> Court, Tinley Park, IL 60477

A copy of the agenda for this meeting is attached hereto and  
can be found at [www.tinleypark.org](http://www.tinleypark.org).

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

As of June 11, 2021, Governor Pritzker moved Illinois to Phase 5. Under Phase 5, all sectors of the economy can resume at regular capacity with new safety guidelines and procedures. Pursuant to the Illinois Department of Commerce & Economic Opportunity's Guidelines, it is recommended that any individual appearing in-person who is not fully vaccinated wear a face-covering to cover their nose and mouth.

*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](mailto:clerksoffice@tinleypark.org) or place requests in the Drop Box at the Village Hall by noon on July 20, 2021. 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](mailto: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](mailto: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.

**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, July 20, 2021, beginning at 6:15 p.m. at the Tinley Park Fire Station No. 46, 17355 S. 68<sup>th</sup> Court, Tinley Park, Illinois 60477.

THE AGENDA IS AS FOLLOWS:

1. CALL MEETING TO ORDER.
2. CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD ON JUNE 29, 2021.
3. CONSIDER PETE'S FRESH MARKET DEVELOPMENT AGREEMENT.
4. CONSIDER A CLASS 8 REQUEST FOR IMAGINE ASPEN, LLC, 6851 167<sup>TH</sup> STREET.
5. CONSIDER A CLASS 8 REQUEST FOR MIRA REAL ESTATE, LLC, 6775 PROSPERI DRIVE.
6. CONSIDER ELECTRICAL AGGREGATION PROGRAM.
7. CONSIDER EXCEPTIONS TO THE SECTION 2.11 OF THE PERSONNEL MANUAL – DUAL CAPACITY EMPLOYMENT.
8. CONSIDER HYDRANT PAINTING CONTRACT.
9. CONSIDER POST 3 LIFT STATION PUMP REPLACEMENT.
10. CONSIDER PURCHASE OF SELF-CONTAINED BREATHING APPARATUS BOTTLES (SCBA).
11. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION, VILLAGE CLERK

**MINUTES**  
**Meeting of the Committee of the Whole**  
**June 29, 2021 – 6:45 p.m.**  
**Village Hall of Tinley Park – Council Chambers**  
**16250 S. Oak Park Avenue**  
**Tinley Park, IL 60477**

President Pro Tem Brennan called the special meeting of the Committee of the Whole on June 29, 2021, to order at 6:47 p.m.

At this time, President Pro Tem Brennan stated this meeting is being conducted pursuant to Governor Pritzker's disaster proclamation and Public Act 101-0640, which amends requirements of the Open Meetings Act due to the COVID-19 pandemic. President Pro Tem Brennan introduced ground rules for effective and clear conduct of Village business.

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

Members Present: M. Glotz, Village President  
K. Thirion, Village Clerk  
W. Brady, Village Trustee  
W. Brennan, Village Trustee  
D. Galante, Village Trustee  
D. Mahoney, Village Trustee  
M. Mueller, Village Trustee  
C. Sullivan, Village Trustee

Members Absent:

Staff Present: D. Niemeyer, Village Manager  
P. Carr, Assistant Village Manager  
K. Clarke, Community Development Director  
L. Godette, Deputy Village Clerk  
J. Urbanski, Public Works Director  
H. Lipman, Assistant to the Village Manager  
P. Connelly, Village Attorney

Others Present:

**Item #2 - CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL COMMITTEE OF THE WHOLE MEETING HELD ON JUNE 15, 2021** – Motion was made by Trustee Mueller, seconded by Trustee Brady, to approve the minutes of the Committee of the Whole meeting held on June 15, 2021. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

**Item #3 – RECEIVE CANNABIS UPDATE** – Kimberly Clarke, Community Development Director, presented the update. With the potential of more licenses to be issued in the next month by the State, Staff is reexamining Village zoning code to determine if changes can be made to make it easier for a dispensary to locate in the Village.

The Village adopted Ordinance 2020-O-038 which amended the Tinley Park Zoning Ordinance to define and regulate Adult Cannabis Dispensing Organizations as a Special Use in the B-2 & B-3 Commercial Zoning Districts along with conditions to be considered within those districts. Conditions that are currently in place that impact the

location of a dispensary, typical dispensary specifications (based on conversations with dispensary owners), and locations in the Village that meet the current Ordinance and potential modifications to the zoning code were presented. Changes to the code will be discussed during a Plan Commission meeting.

Trustee Mueller stated he is in favor of removing the standalone requirement as well as allowing use in the ORI/M-1/MU-1 and B-1 Zoning Districts while maintaining the residential distance requirement. Trustee Brady concurred.

Trustee Sullivan asked if there are schools near the B2 & B3 districts. Ms. Clarke stated if there are, State law would prevent a dispensary from applying.

**Item #4 – CONSIDER ROUTE 45 UTILITY EASEMENT** – Ms. Clarke presented the Route 45 easements. As part of an economic development initiative, the Village is finalizing the engineering for the extension of utilities along the Route 45 corridor at 183<sup>rd</sup> Street in the hopes of spurring development in this area. Despite the delays COVID has created on future commercial development in the area, the extension of utilities remains a priority so the infrastructure is available once the economy supports development in this area again. This is consistent with the original goal for the utility extension; to act as an inducement for development.

Loyola University Medicine has agreed to partner with the Village by entering into a Temporary Construction and Perpetual Utility easement on both of their properties. The easements will grant permission for the Village to construct a watermain extension from 179<sup>th</sup> Street to 183<sup>rd</sup> Street and construct a permanent lift station. Without this partnership, the Village would be unable to move forward with this critical capital improvement project which will serve this area for future development.

The Village will enter into two agreements with Loyola for the two properties they own that will be needed for this project.

Agreement 1-Property located at 17901 96<sup>th</sup> Avenue:

- This agreement grants the Village a perpetual 10' wide utility easement along the frontage of the parcel that abuts the south side of 179<sup>th</sup> Street.
- The Village is to complete the water and sewer lines by December 31, 2021, and restoration by March 31, 2022. The Village may be granted a reasonable extension period for unforeseen circumstances such as uncontrollable events experienced by a broad population, i.e., pandemics, war, or extreme weather that is not the fault of Grantee and that makes it difficult or impossible for Grantee to carry out normal business. This would not include delays caused by the contractor, material supply, or anything else other than what is outlined above.
- Village will pay \$300 for the required removal of the tenant's crop located within the temporary construction easement and utility easement.
- Grantee will reimburse Grantor's tenant \$18.75 per square foot for any and all other costs incurred by the Grantor's tenant to his crop due to damage that resulted from the Project.
- This property is currently zoned B-3 (General Business and Commercial). The agreement acknowledges a medical clinic and medical office use is permitted in this zoning district.
- The agreement acknowledges the Village will support Loyola's actions in obtaining ingress/egress off of 179<sup>th</sup> Street or Chopin Drive. Anything the Village has authority over will be reviewed and approved through the Site Plan process.

Agreement 2-Property located at 18100 96<sup>th</sup> Avenue:

- This agreement grants the Village a perpetual 75'x75' utility easement on the property for the construction of a lift station.
- The Village is to complete the construction of the lift station on May 31, 2022, and restoration by June 30, 2022. The Village may be granted a reasonable extension period for unforeseen circumstances such as uncontrollable events experienced by a broad population, i.e., pandemics, war, or extreme weather that is not the fault of Grantee

and that makes it difficult or impossible for Grantee to carry out normal business. This would not include delays caused by the contractor, material supply, or anything else other than what is outlined above.

- Village will pay \$300 for the required removal of the tenant's crop located within the temporary construction easement and utility easement.
- Grantee will reimburse Grantor's tenant \$18.75 per square foot for any and all other costs incurred by the Grantor's tenant to his crop due to damage that resulted from the Project.
- This property is currently zoned B-3 (General Business and Commercial). The agreement acknowledges a medical clinic and medical office use is permitted in this zoning district.

Motion was made by Trustee Mueller, seconded by Trustee Sullivan to recommend the Route 45 utility easements be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

**Item #5 – CONSIDER APPOINTMENT OF ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF) REPRESENTATIVE** – David Niemeyer, Village Manager, presented the IMRF representative appointment. In accordance with IMRF rules, an authorized agent must be appointed by the Village Board to act for the Village of Tinley Park concerning its participation in IMRF. Due to the retirement of Brad Bettenhausen, a Resolution has been drafted naming Human Resources Director, Angela Arrigo, as the authorized agent on behalf of the Village.

Motion was made by Trustee Sullivan, seconded by Trustee Brady, to recommend the appointment of an IMRF representative be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

**Item #6 – CONSIDER ELECTRICAL AGGREGATION OPTIONS** – Hannah Lipman, Assistant to the Village Manager, presented the electrical aggregation options. Electric aggregation renewal options were discussed at the June 1<sup>st</sup> Committee of the Whole and Village Board meetings. The Board provided direction to stay with the current supplier, MC2, for a three-year contract, at the EPA level of green energy. The Village would also receive \$60,000 per year as a Civic Contribution from MC2.

The Village's consultant, NIMEC, notified the Village of changes at the State level that will directly impact program choices. One of the key components of electricity costs is a regulated cost called Capacity. This charge is one of the regulated costs included in the energy rate that suppliers quote to their clients. Capacity ensures the electric grids in Illinois have sufficient availability of power during peak load periods. These Capacity dollars are paid to suppliers to reserve a portion of their generation should the grid managers need the generation to meet unusually high demand.

Revised Options are a one-year contract with either Eligo Energy or MC2. Eligo would commit to a \$70,000 Civic Contribution. MC2 would commit to a \$30,000 Civic Contribution.

Trustee Mueller stated he would prefer to stay with MC2.

President Pro Tem Brennan stated he would prefer to postpone the decision. Mr. Niemeyer stated the decision would need to be made at the July 20, 2021, Village Board meeting.

**Item #7 – CONSIDER VILLAGE HISTORIAN APPOINTMENT** – Mr. Niemeyer presented the Local Historian appointment. Brad Bettenhausen is retiring as Treasurer on June 30, 2021. Mr. Bettenhausen is President of the Tinley Park Historical Society and knows as much about the history of Tinley Park as anyone else in the community. This appointment will allow Mr. Bettenhausen to continue his research on Tinley Park's history which will benefit the Village by having its history memorialized. Mr. Bettenhausen will have to ability to access records with the Manager's Office approval.

President Pro Tem Brennan thanked Mr. Bettenhausen for his years of service and dedication to the Village.

Motion was made by Trustee Mueller, seconded by Trustee Brady, to recommend the Village Historian Appointment be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

**Item #8 – CONSIDER AMENDMENT TO COMMITTEE ORDINANCE 30.43 & 30.40 AND CONSENT AGENDA ORDINANCE 30.005** – Mr. Niemeyer presented the code changes which will change items allowed on the consent agenda which are more in line with standard municipal practices, as well as the Village’s committee structure.

- Standing Committee meetings no longer to be held on specific dates, but on an as-needed basis.
- Update the Code to include current standing committees. Liaison relationships would be as appointed by the Village President with support of the Board, without naming assignments of specific commissions/committees.
- Bids up to \$100,000 to be allowed on the consent agenda. Bids will continue to be reviewed at the Committee level.
- Currently an item cannot be placed on the consent agenda unless it is reviewed at a committee meeting held on a previous night. As committee meetings will no longer be held on separate nights, this provision should be eliminated.
- Add the ability for the Village President to remove items from the consent agenda during a meeting. Currently, only trustees may remove an item.

Trustee Galante asked about scheduling Committee meetings and how Commission liaisons will be appointed. Mr. Niemeyer responded while more Committee of the Whole meetings have been called so all Trustees may be active, individual Committee meetings may still be called. Liaisons will be appointed so the most appropriate Board member is aligned with the Commission.

Motion was made by Trustee Mahoney, seconded by Trustee Brady, to recommend the amendment to Committee Ordinance 30.43 & 30.40 and Consent Agenda Ordinance 30.005 be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

**Item #9 – CONSIDER PROPOSAL FROM J & J NEWELL CONTRACT FOR TIF-FUNDED SIDEWALK IMPROVEMENTS FOR SOUTH STREET AND 174TH STREET** – John Urbanski, Public Works Director, presented the proposal. The Village of Tinley Park requested J&J Newell to prepare and submit a quote to remove various sections of sidewalk and concrete stairs along the north side of South Street and the south side of 174<sup>th</sup> Street. This work extends from Oak Park Avenue to 66<sup>th</sup> Court on South Street and from 67<sup>th</sup> Court to limits of the road improvements for The Boulevard on 174<sup>th</sup> Street. The concrete improvements are to eliminate trip hazards and damaged sidewalk sections, replace aged, cracked steps to the Metra Station, and add code-compliant concrete steps to the sidewalk in front of 17407 174<sup>th</sup> Street.

The proposal from J&J Newell is in the amount of \$25,090.60. The unit prices will match the prices currently in place as part of the Village’s current contract for the Sidewalk and Curb Replacement Project.

Motion was made by Trustee Mahoney, seconded by Trustee Sullivan, to recommend a proposal from J & J Newell for TIF-funded sidewalk improvements for South Street and 174<sup>th</sup> Street be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

**Item #10 – CONSIDER EMERGENCY MEDICAL SERVICES (EMS) CONTRACT EXTENSION** – Pat Carr, Assistant Village Manager/Director, EM and 911 Communications, presented the contract extension. Staff completed a review of the past 3 years of service with Kurtz/AMR Ambulance and found it to have satisfactorily met the requirements for both program/service and cost options. Based on the original contract, there is the option

of two (2), two (2) year contract extensions. It was recommended the Village combine the extensions to extend the contract for four (4) years to maximum costs and service efficiencies.

Based on original responses three (3) years ago, Kurtz/AMR was the best choice based on cost and service options. Since 2018, the Kurtz/AMR program has saved the village over \$1.5 million that was redirected to various public safety programs.

Pricing Comparison

2018 Summary of the three (3) year costs:

Base Proposal 2018-2021	3 Year
Metro	\$2,746, 893
Trace	\$2,141,546
Kurtz	\$1,313,955

2021 Summary of Costs:

Kurtz\AMR Extension Proposal	4 Year
2021	\$518,500.00
2022	\$534,055.00
2023	\$551,411.79
2024	\$570,711.20
	\$2,174,677.99

Kurtz was also outstanding during the vaccination center stand-up at the Tinley Park Convention Center and the COVID-19 pandemic.

Trustee Galante stated she feels it is important to continue to review bids. She also asked if Kurtz is still having employment issues and if pay rates will be increased. Mr. Carr replied, there is a nationwide shortage of EMS staff; this is not a problem exclusive to Kurtz. Labor costs have increased over the past three (3) years with the current average being between \$47-50K.

Motion was made by Trustee Brennan, seconded by Trustee Mueller, to recommend the extension of the EMS contract be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

**Item #11 – RECEIVE COMMENTS FROM THE PUBLIC –**

President Pro Tem Brennan asked if there were any comments from the public. There were none.

Laura Godette, Deputy Village Clerk, stated there was no written comment or request to speak telephonically.

Motion was made by Trustee Mueller, seconded by Trustee Brady, to adjourn the Committee of the Whole. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the meeting adjourned at 7:21 p.m.

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# Interoffice Memo

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**Date:** July 20, 2021  
**To:** Committee of the Whole  
**CC:** Dave Niemeyer, Village Manager  
**From:** Kimberly Clarke, AICP, Community Development Director  
**Subject:** Pete's Fresh Market Incentive Proposal



## **BACKGROUND**

163<sup>rd</sup> & Harlem, LLC, is the real estate holding company for Pete's Fresh Market and owns the former K-Mart site located at 16300 S. Harlem Avenue. The project includes three phases: Phase I was approved in September of 2020 permitting a Special Use for a warehouse use in the former K-Mart building. Phase II, for which the incentive is being requested, includes the construction of an 88,608 sq. ft. Pete's Fresh Market grocery store with another 51,831 sq. ft. of in-line retail tenant space, an approximately 12,400 sq. ft. expansion of the warehouse and dock area.

A 6b and 7b Cook County reclassification incentive was previously approved in May of 2020. The 6b

incentive was for the warehouse portion of the site and the 7b incentive was for the commercial land to be developed. The reclassifications provides a tax savings of approximately \$49 million over the 23 year life of the TIF.

## **DISCUSSION**

This site is located within the 159<sup>th</sup> and Harlem TIF (tax increment financing) District and therefore, eligible for TIF funding. The terms of the agreement are as follows:

- Term-10 years
- Completion Date- December 31, 2022 (agreement allows for a 1 year extension for any force majeure delays)
- Project Cost- \$36.6 million
- Financial Assistance- \$5.5 million TIF incentive or 20% of the actual project costs, whichever is less.
  - 80 % of increment sharing. Based on the percentage, the development should be paid back in 8-9 years.
  - Lookback language-there is language allowing a lookback commencing on the sixth year of the available incremental tax term. It will allow the Village to consider modification of the available increment taxes in the event the maximum reimbursement cannot be paid by the end of the 10 years.
- Clawback- The agreement is contingent on the property operating as a grocery store for 10 years. In the event Pete's closes the grocery store prior to 10 years there is language being negotiated on requiring them to payback a portion of their economic assistance given from the Village. The TIF funding will be based on TIF increment generated by this site alone.

Pete's Fresh Market expects to generate \$50-60 million in annual gross sales. Once the project is complete, they expect to hire 30-40 full-time employees for the distribution facility and approximately 170 employees for the supermarket (155 full-time and 15 part-time). They expect the additional retail tenants to create 30-60 jobs and generate approximately \$10 million in annual gross sales.

## **BENEFITS**

The project will be an enhancement to the Village by encouraging development of an area previously designated as blighted by the Village. It will create over 200 jobs between all of the retail locations and distribution facility and increase property tax value and sales tax revenue.

### **Incentive Policy Checklist**

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

1. 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.
2. The project will create over 25 jobs as outlined in section B-1.
3. As a project expected to exceed \$1 million in capital investment, this project meets the Minimum Capital Investment Policy requirement.
4. The project has an annual retail sales of at least \$5 million as outlined in section B-5.

**REQUEST**

The Economic and Commercial Commission (ECC) reviewed the incentive request at its July 12, 2021 meeting and voted 7-0 to recommend approval. Staff requests for the Committee of the Whole to move this item forward for consideration at the Village Board later this evening.

**Attachment**

1. TIF Redevelopment Agreement dated 7.15.21

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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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**RESOLUTION  
NO. 2021-R-068**

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**A RESOLUTION AUTHORIZING THE EXECUTION OF A TAX INCREMENT  
FINANCING (TIF) REDEVELOPMENT AGREEMENT WITHIN THE 159<sup>TH</sup> AND  
HARLEM TIF DISTRICT BETWEEN THE VILLAGE OF TINLEY PARK AND 163<sup>RD</sup>  
& HARLEM LLC FOR PROPERTY AT 16300 S HARLEM AVENUE.  
(PETE'S FRESH MARKET)**

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**MICHAEL W. GLOTZ, PRESIDENT  
KRISTIN A. THIRION, VILLAGE CLERK**

**WILLIAM P. BRADY  
WILLIAM A. BRENNAN  
DIANE M. GALANTE  
DENNIS P. MAHONEY  
MICHAEL G. MUELLER  
COLLEN M. SULLIVAN  
Board of Trustees**

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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. 2021-R-068**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING (TIF) REDEVELOPMENT AGREEMENT WITHIN THE 159<sup>TH</sup> AND HARLEM TIF DISTRICT BETWEEN THE VILLAGE OF TINLEY PARK AND 163<sup>RD</sup> & HARLEM LLC FOR PROPERTY AT 16300 HARLEM AVENUE.  
(PETE'S FRESH MARKET)**

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

**WHEREAS**, the Village of Tinley Park ("Village") and 163<sup>RD</sup> & Harlem LLC (the "Developer") have negotiated and now desire to enter into a Tax Increment Financing Redevelopment Agreement ("Agreement") pertaining to the economic development and revitalization of certain areas of the Village located within the 159<sup>th</sup> and Harlem TIF District ("TIF District"), attached hereto as Exhibit 1; and

**WHEREAS**, pursuant to 65 ILCS 5/8-1-2.5 of the Illinois Municipal Code in conjunction with 65 ILCS 5/11-74.4-1 *et seq.* ("TIF Act") the Village is authorized to appropriate and expend funds necessary for economic development and revitalization of real property within said TIF District; and

**WHEREAS**, it is the intent of the Village and the Developer, pursuant to said Agreement, to promote the economic development and revitalization of certain real property located at 16300 Harlem Avenue, Tinley Park, Illinois, PIN: 27-24-202-020-0000 and 27-24-202-021-0000; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of said Village of Tinley Park and its residents to enter into this Agreement with the Developer; and

**NOW, THEREFORE, BE IT RESOLVED** BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE 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 this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village and its residents that the aforesaid Agreement between the Village and the Developer, as set forth in Exhibit 1, be entered into and the Village President is hereby authorized to execute and memorialize said Agreement, subject to review and revision as to form by the Village Attorney.

**SECTION 3:** 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 4:** That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 20<sup>th</sup> day of July, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 20<sup>th</sup> day of July, 2021.

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VILLAGE PRESIDENT

ATTEST:

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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 Resolution No. 2021-R-068, “A RESOLUTION AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING (TIF) REDEVELOPMENT AGREEMENT WITHIN THE 159TH AND HARLEM TIF DISTRICT BETWEEN THE VILLAGE OF TINLEY PARK AND 163<sup>RD</sup> & HARLEM, LLC FOR PROPERTY AT 16300 S. HARLEM AVENUE” which was adopted by the President and Board of Trustees of the Village of Tinley Park on the 20<sup>th</sup> day of July, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20<sup>th</sup> day of July, 2021.

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VILLAGE CLERK

VILLAGE OF TINLEY PARK  
TAX INCREMENT FINANCING  
REDEVELOPMENT AGREEMENT  
16300 S. Harlem Ave, Tinley Park, Illinois 60477

*(Pete’s Fresh Market)*

**THIS REDEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into this   st day of July, 2021 (the “Effective Date”), by and between the **VILLAGE OF TINLEY PARK**, an Illinois municipal corporation (the “Village”) and **163RD & HARLEM LLC**, an Illinois limited liability company (the “Developer”), (the Village and Developer are hereinafter sometimes collectively referred to as the “Parties,” and individually as a “Party”, as the context may require).

**WITNESSETH:**

**WHEREAS**, pursuant to the Tax Increment Allocation Redevelopment Act, as amended from time to time (65 ILCS 5/11-74.4-1 et seq.) (the “Act”), the Village has undertaken a program to redevelop certain property within the Village which is generally bounded as follows: 159th Street on the north (except for certain parcels west of Oak Park Avenue and north of 159th Street), the northern boundary of Siemsen Meadows (165th Street, extended) on the south, Oak Park Avenue on the east, and Olcott Avenue on the west (the “Redevelopment Project Area”). The Redevelopment Project Area is legally described and depicted in **Exhibit A** attached hereto and made apart hereof; and

**WHEREAS**, on August 18, 2020, the President and Board of Trustees (the “Corporate Authorities”) of the Village, after giving all necessary notices and conducting all necessary meetings and public hearings required by the Act, adopted the following ordinances (collectively the “TIF Ordinances”): (A) Ordinance No. 2020-O-44: An Ordinance Designating the Tax

26 Increment Redevelopment Project Area; (B) Ordinance No. 2020-O-45: An Ordinance Approving  
27 the 159<sup>th</sup> and Harlem Redevelopment Plan and Redevelopment Project; and (C) Ordinance No.  
28 2020-O-46: An Ordinance Adopting Tax Increment Financing; and

29         **WHEREAS**, Developer is the fee title holder of the property legally described and  
30 depicted in **Exhibit B** attached hereto and made apart hereof (“Property”); and

31         **WHEREAS**, the Property is located within the boundaries of the Redevelopment Project  
32 Area; and

33         **WHEREAS**, the Property is currently improved with an abandoned building retail store  
34 on the southern portion of the Property (the “Former Retail Store”); and

35         **WHEREAS**, Developer proposes to undertake a major capital investment in the Property  
36 and the Former Retail Store, including the renovation of the Former Retail Store into a warehouse,  
37 the construction of a new approximately 88,608 sq. ft. Pete’s Fresh Market grocery store (the  
38 “Grocery Store”); the construction of approximately 51,831 sq. ft. of retail tenant space north of  
39 the Grocery Store (“Retail Space”); and an optional approximately 12,400 sq. ft. expansion of the  
40 Former Retail Store for use as additional warehouse space.

41         **WHEREAS**, the Village has approved the final development plans for the renovation of  
42 the Former Retail Store into a warehouse and the construction of the Grocery Store and Retail  
43 Space (collectively, the “Project”), attached hereto as **Exhibit C**, as may be amended from time to  
44 time, are referred to herein as the “Project Plans”; and

45         **WHEREAS**, the Developer has estimated that the hard and soft costs for the Project are  
46 approximately \$36.68 million (the “Project Budget”) as set forth on **Exhibit D** attached hereto;  
47 and

48           **WHEREAS**, to facilitate the development and construction of the Project and subject to  
49 and in accordance with the terms of this Agreement, the Village has agreed to reimburse the  
50 Developer for certain Project costs solely from Available Incremental Taxes, as those terms are  
51 defined below; and

52           **WHEREAS**, the Developer has agreed to develop and construct the Project in accordance  
53 with this Agreement, all Village codes, ordinances and regulations (except to the extent the Village  
54 has granted relief therefrom), as applicable to the Project Plans, and all other governmental  
55 authorities having jurisdiction over the Property and the Project; and

56           **WHEREAS**, the Developer represents and warrants to the Village, and the Village finds  
57 that, but for the financial assistance to be provided by the Village to the Developer pursuant to this  
58 Agreement, the Project, would not be economically viable and, concomitantly, it is not reasonably  
59 anticipated that the Developer would develop and construct the Project as contemplated; and

60           **WHEREAS**, this Agreement has been submitted to the Corporate Authorities of the  
61 Village for consideration and review, and the Corporate Authorities have taken all actions required  
62 to be taken prior to approval and execution of this Agreement in order to make the same binding  
63 upon the Village according to the terms hereof, and this Agreement has been submitted to the  
64 manager of the Developer for consideration and review, and the manager has taken all actions  
65 required to be taken prior to approval and execution of this Agreement in order to make the same  
66 binding upon the Developer according to the terms hereof; and

67           **WHEREAS**, the Corporate Authorities of the Village, after due and careful consideration,  
68 have concluded that (A) the Developer meets high standards of creditworthiness on the basis it  
69 will deploy its own capital to finance the Project (B) the development and construction of the  
70 Project as provided herein will avoid significant vacancies at the Shopping Center, further the

71 growth of the Village, facilitate the redevelopment of a portion of the Redevelopment Project Area,  
72 improve the environment of the Village, increase the assessed valuation of the real estate situated  
73 within the Village, increase sales tax revenue, foster increased economic activity within the  
74 Village's commercial sectors, increase employment opportunities within the Village by creating  
75 and retaining jobs, improve the retail base of the Village and attract new tenants to the Shopping  
76 Center and other retail properties in the Village, is in the best interest of the Village, and is  
77 otherwise in the best interests of the Village by furthering the health, safety, morals and welfare of  
78 its residents and taxpayers; and (C) without the financial assistance contemplated by this  
79 Agreement, the Project would not be feasible; and

80 **WHEREAS**, pursuant to its Authority under (A) the Act; (B) its home rule powers under  
81 the Article VII, Section 6 of the Illinois Constitution; and (C) Economic Development Act of the  
82 Illinois Municipal Code, 65 ILCS 5/8-1-2.5 pertaining to economic incentive agreements, the  
83 Village wishes to enter into this Agreement with the Developer.

84 **NOW THEREFORE**, in consideration of the foregoing and of the mutual covenants and  
85 agreements contained herein, and other good and valuable consideration, the receipt and  
86 sufficiency of which are hereby acknowledged, the Village and the Developer do hereby agree as  
87 follows:

88 **ARTICLE I**  
89 **RECITALS PART OF THE AGREEMENT**

90 The representations, covenants and recitations set forth in the foregoing recitals are  
91 material to this Agreement and are hereby incorporated into and made a part of this Agreement as  
92 though they were fully set forth in this Article I.

93

94

95 **ARTICLE II**  
96 **DEVELOPER OBLIGATIONS**

97 **2.1 Developer Obligations and Agreements.** In consideration of the substantial  
98 commitment of the Village to the redevelopment of the Redevelopment Project Area pursuant to  
99 the TIF Ordinances and its commitments contained in this Agreement, the Developer shall fulfill,  
100 or has fulfilled, the following obligations:

101 A. The Developer shall construct the Project substantially in accordance with  
102 the Project Plans, and the Developer shall use commercially reasonable  
103 efforts to complete the Project on or before December 31, 2022 (the “Project  
104 Completion Date”), subject to any Force Majeure Delays (as defined below)  
105 and atypical construction delays; provided, however, that if Developer has  
106 not commenced construction of the Project on or before August 31, 2021,  
107 (the “Project Commencement Date”), either Party shall have the right to  
108 terminate this Agreement.

109 B. The Developer will exercise reasonable efforts to advance, or cause other  
110 parties to advance the funds necessary to construct and complete the Project.

111 C. The Developer will exercise reasonable efforts to secure or cause to be  
112 secured, all required permits, entitlements, authorizations and approvals  
113 necessary or required to construct and complete the Project (collectively,  
114 the “Village Approvals”). The Village will expeditiously process all of the  
115 Developer’s requests and applications for Village Approvals.

116 D. In the event a claim is made against the Village, its officers, officials, agents  
117 and employees or any of them, or if the Village, its officers, officials, agents  
118 and employees or any of them (the “Indemnified Party” or “Indemnified

119 Parties”), is made a party-defendant in any proceeding arising out of or in  
120 connection with the Developer’s construction, operation, duties, obligations  
121 and responsibilities under the terms of this Agreement, the Project,  
122 including but not limited to, any claim or cause of action concerning  
123 construction of the Project and matters pertaining to hazardous materials  
124 and other environmental matters in existence as of the date of this  
125 Agreement, to the extent permitted by law, the Developer shall indemnify,  
126 defend and hold harmless the Indemnified Parties, or any Indemnified Party,  
127 from all claims, liabilities, losses, taxes, judgments, costs, fines, fees,  
128 including expenses and reasonable attorney’s fees, in connection therewith  
129 (collectively, “Losses”); provided, however, that to the extent that any  
130 Losses are caused the negligence, fraud or willful misconduct of, or the  
131 violation of any applicable law, regulation, code or ordinance by, any  
132 Indemnified Party, the Developer shall have no obligation to indemnify  
133 such Indemnified Parties for any such Losses. Any such Indemnified Party  
134 may obtain separate counsel to participate in the defense thereof at his or  
135 her own expense. The Indemnified Parties shall cooperate in the defense of  
136 such proceedings and be available for any litigation related appearances  
137 which may be required. Further, the Developer shall be entitled to settle  
138 any and all claims for money, in such amounts and upon such terms as to  
139 payment as it may deem appropriate, without the prior approval or consent  
140 of the Indemnified Parties, or any of them, as the case may be, provided that  
141 neither the Village nor any of the other Indemnified Parties shall be required

142 to contribute to such settlement except to the extent that Losses that are the  
143 subject of the settlement are caused by the negligence, fraud or willful  
144 misconduct of an Indemnified Party.

145 E. Notwithstanding anything herein to the contrary, none of the Indemnified  
146 Parties shall be liable to the Developer for damages of any kind or nature  
147 whatsoever or otherwise in the event that, except where due to the  
148 negligence, fraud or willful misconduct of, or the violation of any applicable  
149 law, regulation, code or ordinance by, one or more of the Indemnified  
150 Parties, all or any part of the Act, or any of the TIF Ordinances or other  
151 ordinances of the Village adopted in connection with either the Act or this  
152 Agreement, shall be declared invalid or unconstitutional in whole or in part  
153 by the final (as to which all rights of appeal have expired or have been  
154 exhausted) judgment of any court of competent jurisdiction  
155 (“Unconstitutional Finding”), and by reason thereof either the Village is  
156 prevented from performing any of the covenants and agreements herein or  
157 the Developer is prevented from enjoying the rights and privileges hereof;  
158 provided that nothing in this Section 2.1.E shall limit otherwise permissible  
159 claims by the Developer against the Village or actions by the Developer  
160 seeking specific performance of this Agreement or payment of amounts due  
161 in the event of a breach of this Agreement by the Village. In the event of  
162 an Unconstitutional Finding, Developer shall, at its option, be released from  
163 its obligations under this Agreement.

164 F. Upon reasonable (no less than two (2) business days) prior written notice,  
165 the Village Manager, or his designee, shall have access to all portions of the  
166 Project while it is under construction during normal business days and hours  
167 for the purpose of determining compliance with this Agreement, applicable  
168 laws and applicable regulations; provided, however, that any such person(s)  
169 shall comply with all construction site rules and regulations while such  
170 person(s) is on or near the Property. Additionally, the Developer shall keep  
171 and maintain detailed accountings of expenditures demonstrating the total  
172 actual costs of the Developer's Project costs As and to the extent the same  
173 are disclosed to Village in compliance with subsection G. below, the Village  
174 shall treat all such information as confidential business materials, the  
175 disclosure of which would cause the Developer competitive harm. All such  
176 books, records and other documents, including but not limited to the general  
177 contractor's and subcontractors' sworn statements, general contracts,  
178 subcontracts, purchase orders, waivers of lien, paid receipts and invoices,  
179 and documentation evidencing that the Developer has incurred and paid any  
180 expense for which reimbursement as the Developer's Project costs,  
181 including Redevelopment Project Costs, is sought by Developer hereunder  
182 shall be made available in electronic format for inspection, copying, audit  
183 and examination, solely to enable the Village to comply with the Act, by an  
184 authorized representative of the Village for a period of one (1) year after  
185 issuance of the Certificate of Completion (as defined below). The Village  
186 shall treat all such information as confidential business materials, the

187 disclosure of which would cause the Developer competitive harm. As such,  
188 the Village shall not disclose any such information pursuant to a Freedom  
189 of Information Act request unless compelled to by the Attorney General or  
190 a court of competent jurisdiction.

191 G. The Developer shall cooperate with the Village and provide the Village with  
192 the information in Developer's possession or control required and necessary  
193 under the Act to enable the Village to comply with the Act and its  
194 obligations under this Agreement.

195 H. The Developer shall comply with the fair employment/affirmative action  
196 principles required by the Act and the TIF Ordinances, and with all  
197 applicable federal, state and municipal regulations in connection with the  
198 construction of the Project.

199 I. The Developer has furnished to the Village a Project Budget showing total  
200 costs for the Project in the amount of \$36.68 million as set forth in Exhibit

201 D. The Developer hereby certifies to the Village that, to the best of the  
202 Developer's knowledge as of the date of this Agreement, the Project Budget  
203 attached as Exhibit D is a true, correct and complete, good faith estimate of  
204 the Project Budget as of the date hereof in all material respects.

205 2.2 **Representations and Warranties About Ownership.** The Developer represents,  
206 warrants and covenants that, to its knowledge, no member, official, officer, employee of the  
207 Village, or any commission or committee exercising authority over the Project or the Property, or  
208 any consultant hired by the Village or the Developer with respect thereto, owns or controls or has  
209 owned or controlled any interest, direct or indirect, in the Project or any portion of the Property,



234 Reimbursement Amount shall be reimbursed, to the extent the Developer has incurred  
235 Redevelopment Project Costs, by Available Incremental Taxes

236           A.     **Available Incremental Taxes.** Following issuance of the Certificate of  
237                   Expenditure, as defined below, the Village shall pay the Developer from  
238                   Available Incremental Taxes generated during the Available Incremental  
239                   Tax Term for Redevelopment Project Costs incurred by the Developer. The  
240                   term “Available Incremental Taxes” shall mean eighty percent (80%) of all  
241                   net incremental ad valorem real property taxes received by the Village, if  
242                   any, arising from the levies upon the Property attributable to the then current  
243                   equalized assessed valuation of the Property over and above the initial  
244                   equalized assessed value of the Property, all as determined pursuant to  
245                   Section 5/11-74.4-8 of the Act and the TIF Ordinances. The Parties  
246                   acknowledge that the initial equalized assessed value of the Property, as set  
247                   forth in the TIF Ordinances, the term “Redevelopment Project Costs” shall  
248                   mean and include all costs defined as “redevelopment project costs” in  
249                   Section 5/11-74.4-3(q) under the Act and which have been of the Act which  
250                   are eligible for reimbursement approved in the TIF Ordinances. The term  
251                   “Available Incremental Tax Term” shall mean that approximately 10-year  
252                   period, commencing December 1 of the first calendar year for which  
253                   property taxes are payable based on an assessed value of the Property that  
254                   takes into account the Project improvements, and ending approximately 10  
255                   years thereafter; provided, however, that Developer will be entitled to  
256                   Available Incremental Taxes for each of the ten years during the Available

257 Incremental Tax Term even if such Available Incremental Taxes in the last  
258 year have not yet been paid to Developer before the end of the Available  
259 Incremental Tax Term. [For example, if the Project is completed in  
260 calendar year 2022 and real estate taxes for calendar year 2022 payable in  
261 calendar year 2023 are based on an assessed value of the Property that takes  
262 into account the Project improvements, then the Available Incremental Tax  
263 Term will begin on the date such Available Incremental Taxes for such year  
264 are paid to Developer (estimated to be December 1, 2023) and end on the  
265 date the tenth (10<sup>th</sup>) annual payment of Available Incremental Taxes are  
266 paid to Developer (estimated to be December 1, 2033).]

267 B. Commencing the sixth year of the Available Incremental Tax Term, the  
268 Village agrees to review with Developer the payment of Available  
269 Incremental Taxes relative to the Maximum Reimbursement Amount, and  
270 consider modification of the Available Incremental Taxes in the event the  
271 Maximum Reimbursement Amount will not be paid at the conclusion of  
272 Available Incremental Tax Term. Any decision to modify the payment of  
273 the Available Incremental Taxes is at the Village's sole discretion.

274 3.2 The Developer agrees and understands that: (1) the sole source of funds for  
275 payment of the Economic Assistance is expressly limited to Available Incremental Taxes; (2) the  
276 Developer is assuming the risk that the applicable Available Incremental Taxes generated during  
277 the term of this Agreement may be less than the Maximum Reimbursement Amount; (3) the  
278 Developer will have no right to compel the exercise of any taxing power of the Village for payment  
279 of any of the reimbursement amounts; (4) the Village's reimbursement obligations pursuant to this

280 Agreement do not and will not represent or constitute a general obligation or a pledge of the faith  
281 and credit of the Village, the State of Illinois or any political subdivision thereof;

282 **3.3 Timing of Reimbursement Payments.**

283 A. Upon completion of the Project (which shall be deemed to have occurred  
284 upon the issuance of a temporary or permanent Certificate of Occupancy by  
285 the Village), the Developer shall submit a Certificate of Expenditure,  
286 substantially in the form set forth on **Exhibit F** (the “Certificate of  
287 Expenditure”) to document and substantiate the amount of Project costs  
288 incurred by the Developer (the “Actual Project Costs”), including  
289 Redevelopment Project Costs. In addition to the Certificate of Expenditure,  
290 the Developer’s submission shall include such evidence reasonably  
291 acceptable to the Village that validates the Developer has incurred such  
292 Redevelopment Project Costs. Such evidence shall include, but is not  
293 limited to, owner’s sworn statements, contractor and subcontractor lien  
294 waivers, invoices and cancelled checks related thereto, or such other  
295 documents as may be appropriate or required. The Village shall approve  
296 the Certificate of Expenditure within thirty (30) days of receipt, provided  
297 that all necessary and sufficient supporting documentation has been  
298 supplied by the Developer. All costs approved pursuant to a Certificate of  
299 Expenditure shall be included in the calculation of Actual Project Costs.

300 **3.4 Certificate of Completion.** Upon the Developer’s written request, the Village  
301 shall issue to the Developer a Certificate of Completion in recordable form confirming that the  
302 Developer has fulfilled its obligation to complete the Project (which shall be deemed to have

303 occurred upon the issuance of a temporary or permanent Certificate of Occupancy by the Village)  
304 in accordance with the terms of this Agreement. The Village shall issue the Certificate of  
305 Completion only upon (i) the Village's determination of Developer's completion of the Project in  
306 accordance with the terms of this Agreement, and (ii) the Village's approval of a Certificate of  
307 Expenditure, as applicable for the Project. The Village shall respond to the Developer's written  
308 request for a Certificate of Completion within thirty (30) days by issuing said Certificate or a  
309 written statement detailing the ways in which the Project, as applicable does not conform to this  
310 Agreement or has not been completed in accordance with this Agreement, and the measures which  
311 must be taken by the Developer in order to obtain the applicable Certificate of Completion ("Punch  
312 List"). The Punch List shall be deemed binding on the Village and once issued, the Village shall  
313 not be permitted to add items to the Punch List, with the exception of items related to life safety  
314 or required by governmental agencies or state and federal law. The Developer may resubmit a  
315 written request for a Certificate of Completion upon accomplishment of the items on the Punch  
316 List.

317 **3.5 Developer Indemnification.** In the event a claim is made against the Developer,  
318 its members, managers, directors, partners, affiliates, shareholders, officers, officials, agents and  
319 employees or any of them, or if the Developer, its directors, partners, affiliates, shareholders,  
320 officers, officials, agents and employees or any of them (the "Developer Indemnified Party" or  
321 "Developer Indemnified Parties"), is made a party-defendant in any proceeding arising out of or  
322 in connection with: (a) the Village's duties, obligations and responsibilities under the terms of this  
323 Agreement, (b) the Village's breach of any of its obligations under this Agreement, (c) the  
324 Village's violation of any applicable law, regulation, code or ordinance; or (d) any negligence,  
325 fraud or willful misconduct of the Village, the Village shall, to the extent permitted by law,

326 indemnify, defend and hold harmless the Developer Indemnified Parties, or any Developer  
327 Indemnified Party, from all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including  
328 expenses and reasonable attorney's fees, in connection therewith. Any such Developer  
329 Indemnified Party may obtain separate counsel to participate in the defense thereof at his or her  
330 own expense. The Developer Indemnified Parties shall cooperate in the defense of such  
331 proceedings and be available for any litigation related appearances which may be required.  
332 Further, the Village shall be entitled to settle any and all claims for money, in such amounts and  
333 upon such terms as to payment as it may deem appropriate, without the prior approval or consent  
334 of the Developer Indemnified Parties, or any of them, as the case may be, provided that neither the  
335 Developer nor any of the other Developer Indemnified Parties shall be required to contribute to  
336 such settlement.

337 **3.6 Terms and Conditions of Economic Assistance.** The Parties recognize and agree  
338 that the Village's commitment to provide the Economic Assistance to Developer is expressly  
339 contingent upon Developer's completion of the Project (as provided in Section 3.4 above), and the  
340 operation of the Grocery Store (by an affiliated operating entity separate from Developer) for a  
341 period of at least ten (10) years (the "Grocery Store Operation Period"). If Developer, an affiliated  
342 operating entity separate from Developer, or its or their successors or assigns, fail to operate the  
343 Grocery Store for the Grocery Store Operation Period, it shall forfeit all then unpaid future  
344 Economic Assistance it may be entitled to pursuant to this Agreement be required to reimburse the  
345 Village for all previously provided Economic Assistance pursuant to the following schedule:

<b>Grocery Store Years of Operation</b>	<b>Percentage of Economic Assistance to be Repaid</b>
0	100%
1	90%
2	80%
3	70%

4	60%
5	50%
6	40%
7	30%
8	20%
9	10%

346

347           3.7     A failure to temporarily operate a Grocery Store for a period of up to one (1) year  
348 due business interruptions caused by remodeling, pandemic, epidemic, governmental restrictions,  
349 takings, and limitations arising subsequent, war, state or national emergency, government  
350 mandated closures, damage or destruction by fire or other casualty, strike, shortage of material or  
351 labor, unusually adverse weather conditions, tornadoes or cyclones, and other events or conditions  
352 beyond the reasonable control of the Developer, an affiliated operating entity separate from  
353 Developer, or its or their successors or assigns, shall be considered a “Permitted Operational  
354 Delay.” In the event of a Permitted Operational Delay, Developer, an affiliated operating entity  
355 separate from Developer, or its or their successors or assigns, shall notify the Village of the nature  
356 of the event claimed to constitute Permitted Operational Delay. Notification shall be provided in  
357 accordance with Section 6.8. Operation of the Grocery Store impaired by reason of the designated  
358 event shall be tolled for that period of time reasonably necessary to remove or otherwise cure the  
359 impediment to performance and the Developer, an affiliated operating entity separate from  
360 Developer, or its or their successors or assigns shall be obligated to pursue such remedy or cure  
361 with reasonable diligence given the nature of the impairment, to the extent the same may be  
362 reasonably cured. In no event shall the Permitted Operational Delay exceed one (1) year.

363           3.8     Developer shall have no further obligations under this Agreement.

364

365

366 **ARTICLE IV**  
367 **AUTHORITY**

368 4.1 **Village Powers and Authority.** The Village hereby represents and warrants to  
369 the Developer that the Village has full constitutional and lawful right, power and authority, under  
370 currently applicable law, to execute and deliver and perform the terms and obligations of this  
371 Agreement, and the foregoing has been, or will be, duly and validly authorized and approved by  
372 all necessary Village proceedings, findings and actions. Accordingly, this Agreement constitutes  
373 the legal, valid and binding obligation of the Village, and is enforceable in accordance with its  
374 terms and provisions and the execution of this Agreement does not require the consent of any other  
375 governmental authority.

376 4.2 **Developer Powers and Authority.** The Developer hereby represents and warrants  
377 to the Village that the Developer has full lawful right, power and authority, under currently  
378 applicable law, to execute and deliver and perform the terms and obligations of this Agreement,  
379 and the foregoing has been or will be duly and validly authorized and approved by all necessary  
380 Developer actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation  
381 of the Developer, is enforceable in accordance with its terms and provisions and does not require  
382 the consent of any other party.

383 4.3 **Authorized Parties.** Except in cases where the approval or authorization of the  
384 Village's Corporate Authorities is required by law, whenever, under the provisions of this  
385 Agreement, or other related documents and instruments or any duly authorized supplemental  
386 agreements, any request, demand, approval, notice or consent of the Village or the Developer is  
387 required, or the Village or the Developer is required to agree to, or to take some action at, the  
388 request of the other, such request, demand, approval, notice or consent, or agreement shall be given  
389 for the Village, unless otherwise provided herein, by the Village Manager or his designee and for

390 the Developer by any officer of the Developer so authorized (and, in any event, the officers  
391 executing this Agreement are so authorized). Any Party shall be authorized to act on any such  
392 request, demand, approval, notice or consent, or agreement or other action and neither Party hereto  
393 shall have any complaint against the other as a result of any such action taken.

394 **ARTICLE V**  
395 **DEFAULTS AND REMEDIES**

396 5.1 **Breach.** A Party shall be deemed to be in breach this Agreement if it fails to  
397 materially perform, observe or comply with any of its covenants, agreements or obligations  
398 hereunder or breaches or violates any of its representations contained in this Agreement after the  
399 expiration of any cure period applicable thereto.

400 5.2 **Cure of Breach.** Except as otherwise provided herein, prior to the time that a  
401 failure to perform any other action or omission to perform any such obligation or action described  
402 in Section 5.1 shall be deemed to be a breach hereof, the Party claiming such failure shall provide  
403 written notification to the Party alleged to have failed to perform of the alleged failure and shall  
404 demand performance. No breach of this Agreement may be found to have occurred if performance  
405 has commenced to the reasonable satisfaction of the complaining Party within sixty (60) days of  
406 the receipt of such notice; provided, however that if the Developer alleges that the Village has  
407 failed to pay Incremental Taxes as and when required, then the Village shall have thirty (30) days  
408 to cure such default. The prosecution of the conduct necessary to remedy the alleged breach must  
409 be diligently pursued until the cure is perfected. The obligation to cure defaults, as herein required,  
410 shall be tolled during any applicable time period during which a delay in performance is permitted  
411 as an event of one or more Force Majeure Delays under the provisions of Section 6.3 hereof but  
412 the tolling of the performance of any obligation shall be limited to the obligation or action as to  
413 which the Force Majeure Delay provisions apply.

414 In the event that either Party shall breach any provision of this Agreement and fail to cure  
415 said breach as provided in the preceding paragraph or as elsewhere provided in this Agreement,  
416 the non-defaulting Party may enforce the terms hereof by filing any action or proceeding available  
417 at law or in equity, in any court of competent jurisdiction, including an action for specific  
418 performance of the covenants and agreements herein contained. Notwithstanding the foregoing,  
419 the Village remedy for monetary breaches shall be limited to its actual (but not exemplary,  
420 consequential or punitive) damages in an amount not to exceed its out-of-pocket expenses incurred  
421 in connection with this Agreement, including attorneys' fees. Except as otherwise set forth herein,  
422 no action taken by a Party pursuant to the provisions of this Section 5.2 or pursuant to the  
423 provisions of any other section of this Agreement shall be deemed to constitute an election of  
424 remedies and all remedies set forth in this Agreement shall be cumulative and nonexclusive of any  
425 other remedy either set forth herein or available to any Party at law or in equity. Notwithstanding  
426 anything herein to the contrary, in the event that the Developer fails to complete the Project, the  
427 Village's sole remedy shall be to withhold payment of Incremental Taxes.

428 **5.3 Default Shall Not Permit Termination of Agreement.** No default under this  
429 Agreement shall entitle any Party to terminate, cancel or otherwise rescind this Agreement;  
430 provided, however, this limitation shall not affect any other rights or remedies the Parties may  
431 have by reason of any default under this Agreement.

432 **5.4 Right to Enjoin.** In the event of any violation or threatened violation of any of  
433 the provisions of this Agreement by a Party, any other Party shall have the right to apply to a  
434 court of competent jurisdiction for an injunction against such violation or threatened violation,  
435 and/or for a decree of specific performance.

436

437 **ARTICLE VI**  
438 **GENERAL PROVISIONS**

439 **6.1 Timing of Essence.** Time is of the essence of this Agreement. The Parties will  
440 make every reasonable effort to expedite the subject matters hereof and acknowledge that the  
441 successful performance of this Agreement requires their continued cooperation.

442 **6.2 Mutual Assistance.** The Parties agree to take such actions, including the execution  
443 and delivery of such documents, instruments and certifications (and, in the case of the Village, the  
444 adoption of such ordinances and resolutions), as may be necessary or appropriate from time to  
445 time to carry out the terms, provisions and intent of this Agreement and to aid and assist each other  
446 in carrying out such terms, provisions and intent. The Village agrees that it shall not revoke or  
447 amend one or more of the TIF Ordinances if such revocation or amendment would prevent or  
448 impair the development of the Project in accordance with this Agreement or the Village's  
449 performance of its obligations hereunder. The Parties shall cooperate fully with each other in  
450 securing from any and all appropriate governmental authorities (whether federal, state, county or  
451 local) any and all necessary or required permits, entitlements, authorizations and approvals to  
452 develop and construct the Project.

453 **6.3 Force Majeure.** Neither the Village nor Developer nor any successor in interest  
454 to either of them shall be considered in breach of or in default of its obligations under this  
455 Agreement in the event of any delay caused by pandemic, epidemic, governmental restrictions,  
456 takings, and limitations arising subsequent, war, state or national emergency, government  
457 mandated closures, damage or destruction by fire or other casualty, strike, shortage of material or  
458 labor, unusually adverse weather conditions such as, by way of illustration and not limitation,  
459 severe rain storms or below-freezing temperatures of abnormal degree or for an abnormal duration,  
460 tornadoes or cyclones, and other events or conditions beyond the reasonable control of the Party

461 affected which in fact interferes with the ability of such Party to discharge its obligations hereunder  
462 (in each case, a “Force Majeure Delay”). In each case where a Party hereto believes its  
463 performance of any specific obligation, duty or covenant is delayed or impaired by reason of an  
464 event of Force Majeure Delay, the Party claiming the benefit of this Section 6.3 shall notify the  
465 other Party of the nature of the event claimed to constitute Force Majeure Delay and, specifically,  
466 the obligation, duty or covenant which it believes is delayed or impaired by reason of the  
467 designated event. Notification shall be provided in accordance with Section 6.8. Performance of  
468 the obligation, duty or covenant impaired by reason of the designated event shall be tolled for that  
469 period of time reasonably necessary to remove or otherwise cure the impediment to performance  
470 and the Party relying on the event of Force Majeure Delay shall be obligated to pursue such remedy  
471 or cure with reasonable diligence given the nature of the impairment, to the extent the same may  
472 be reasonably cured. In no case shall an event of Force Majeure Delay toll the performance of any  
473 obligation, duty or covenant not directly or indirectly implicated in the claimed event of Force  
474 Majeure Delay. Further, nothing herein shall be deemed to preclude the right of the Party entitled,  
475 by the terms of this Agreement, to receive the performance of any obligation, duty or covenant to  
476 challenge the validity of a claimed event of Force Majeure Delay. Force Majeure Delays will not  
477 apply to a Party’s obligation under this Agreement to pay money to another Party.

478       **6.4 Amendment.** This Agreement, and any exhibits attached hereto, may be amended  
479 only by the mutual consent of the Parties evidenced by a written amendment, by the adoption of  
480 an ordinance or resolution of the Village approving said written amendment, as provided by law,  
481 and by the execution of said written amendment by the Parties or their successors in interest.  
482 Notwithstanding the foregoing, an amendment to the Project Plans shall not require an amendment  
483 to this Agreement. In addition, the Village Manager may effect Minor Modifications to this

484 Agreement without the same being deemed an amendment to this Agreement which requires action  
485 by the Village President and the Board of Trustees. For the purposes of this Agreement, the term  
486 “Minor Modification” means a modification or waiver of any requirement, specification, or other  
487 term set forth in this Agreement, consented to by the Parties in writing, whereby such  
488 modification or waiver does not materially affect the goals, purposes, or nature of the Agreement.

489       **6.5 Entire Agreement.** This Agreement sets forth all agreements, understandings and  
490 covenants between and among the Parties relative to the matters herein contained. This Agreement  
491 supersedes all prior agreements, negotiations and understandings, written and oral, and shall be  
492 deemed a full integration of the entire agreement of the Parties.

493       **6.6 Severability.** If any provisions, covenants, agreement or portion of this  
494 Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall  
495 not affect the application or validity of any other provisions, covenants or portions of this  
496 Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement  
497 are declared to be severable.

498       **6.7 Consent or Approval.** Except as otherwise specifically provided in this  
499 Agreement, whenever consent or approval written or otherwise of any Party to this Agreement is  
500 required, such consent or approval shall not be unreasonably withheld, delayed or conditioned.

501       **6.8 Illinois Law.** This Agreement shall be construed in accordance with the laws of the  
502 State of Illinois.

503       **6.9 Notice.** Any notice, request, consent, approval or demand (each, a “Notice”) given  
504 or made under this Agreement shall be in writing and shall be given in the following manner: (A)  
505 by personal delivery of such Notice; or (B) by mailing of such Notice by certified mail, return  
506 receipt requested; or (C) by commercial overnight delivery of such Notice for next business day

507 delivery. All Notices shall be delivered to the addresses set forth in this Section 6.8. Notice served  
508 by certified mail shall be effective on the fifth Business Day (as defined below) after the date of  
509 mailing. Notice served by commercial overnight delivery for next business day shall be effective  
510 on the next Business Day following deposit with the overnight delivery company. For purposes  
511 hereof, the first “business hour” of a Business Day shall be 8:00 a.m. Central time and the last  
512 “business hour” shall be 6:00 p.m. Central time. The term “Business Day” shall be Monday  
513 through Friday, excluding federal and State of Illinois holidays.

514 If to the Village:

515 Village of Tinley Park  
516 Attn: Village Manager  
517 16250 South Oak Park Avenue  
518 Tinley Park, Illinois 60477  
519 dniemeyer@tinleypark.org

520 with a copy to:

521 Peterson, Johnson & Murray Chicago, LLC  
522 Attn: Kevin Kearney  
523 200 West Adams Street, Suite 2125  
524 Chicago, Illinois 60606  
525 kkearney@pjmchicago.com

526 If to the Developer:

527 163rd & Harlem LLC  
528 4333 South Pulaski Road  
529 Chicago, Illinois 60632  
530 Attention: Stephanie Dremonas  
531 stephanie@pmrealtyinc.com  
532

533 with a copy to:

534 Horwood Marcus & Berk Chtd.  
535 Attention: David H. Sachs  
536 500 West Madison Street, Suite 3700  
537 Chicago, Illinois 60661  
538 dsachs@hmbllaw.com  
539

540  
541           **6.10 Counterparts.** This Agreement may be executed in several counterparts, each of  
542 which shall be an original and all of which shall constitute but one and the same agreement.

543           **6.11 Term of Agreement.** The term of this Agreement shall commence on the Effective  
544 Date and continue until the earlier of: (A) the Developer's receipt of the Maximum Reimbursement  
545 Amount or (B) the last day of the Available Incremental Tax Term, whichever is later; provided,  
546 however, the Village's obligation to make a final reimbursement payment of Available  
547 Incremental Taxes under either Available Incremental Tax Term shall survive the term of the  
548 Agreement and the Developer's rights and remedies to enforce such obligation shall survive the  
549 term of the Agreement.

550           **6.12 Good Faith and Fair Dealing.** Village and Developer acknowledge their duty to  
551 exercise their rights and remedies hereunder and to perform their covenants, agreements and  
552 obligations hereunder, reasonably and in good faith.

553           **6.13 Drafting.** Each Party and its counsel have participated in the drafting of this  
554 Agreement therefore none of the language contained in this Agreement shall be presumptively  
555 construed in favor of or against either Party.

556           **6.14 Recording.** The Developer shall be permitted to record, at its costs and expense, a  
557 memorandum of this Agreement with the Cook County Recorder of Deeds.

558           **6.15 Covenants Run with the Land/Successors and Assigns.** It is intended that the  
559 covenants, conditions, agreements, promises, obligations and duties of each Party as set forth in  
560 this Agreement shall be construed as covenants and that, to the fullest extent legally possible, all  
561 such covenants shall run with and be enforceable against both the covenanted and the Property.  
562 Such covenants shall terminate upon termination or expiration of this Agreement. On or before  
563 the last date of payment of Incremental Taxes, the Village shall provide a release to confirm

564 termination of this Agreement which Developer may, at its sole cost and expense, record against  
565 the Property. This Agreement shall inure to the benefit of, and shall be binding upon each  
566 Developer and each Developer's respective successors, grantees and permitted assigns, and upon  
567 successor corporate authorities of the Village and successor municipalities.

568         **6.16 Assignment.** Prior to issuance of the Certificate of Completion, Developer may  
569 not assign this Agreement, or any rights of obligations hereunder, to any party, except to an  
570 affiliate or party providing financing for the Project, without the prior express written consent  
571 of the Village. After to issuance of the Certificate of Completion, the Developer may assign  
572 this Agreement, or any rights of obligations hereunder, provided that the Developer delivers  
573 notice not more than thirty (30) days after such assignment taking effect.

574         **6.17 Partial Funding.** Except as otherwise set for in this Agreement, the Developer  
575 acknowledges and agrees that the economic assistance to be received by the Developer as set forth  
576 in this Agreement is intended to be and shall be a source of partial funding for the Project and  
577 agrees that any additional funding above and beyond said economic assistance shall be solely the  
578 responsibility of the Developer. The Developer acknowledges and agrees that the amount of  
579 economic assistance set forth in this Agreement represents the maximum amount of economic  
580 assistance to be received by the Developer, provided the Developer complies with the terms and  
581 provisions set forth in this Agreement. The Developer further acknowledges and agrees that the  
582 Village is not a joint developer or joint venturer with the Developer and the Village is in no way  
583 responsible for completion of any portion of the Project.

584         **6.18 Attorney Fees.** Should it become necessary to bring legal action or proceedings to  
585 enforce this Agreement, or any portion thereof, or to declare the effect of the provisions of this  
586 Agreement, the prevailing party shall be entitled to recover or offset against sums due, its costs,



610

611 **IN WITNESS WHEREOF**, the Parties have duly executed this Agreement pursuant to all

612 requisite authorizations as of the date first above written.

613

614 **VILLAGE OF TINLEY PARK,**  
615 an Illinois Municipal Corporation

616 By: \_\_\_\_\_

617

618 Village President

619 ATTEST:

620 \_\_\_\_\_

621 Village Clerk

**163RD & HARLEM LLC,**  
an Illinois limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_,

\_\_\_\_\_

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STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO  
HEREBY CERTIFY that the above-named \_\_\_\_\_ is personally known to  
me to be the \_\_\_\_\_ of \_\_\_\_\_, and also personally  
known to me to be the same person whose name is subscribed to the foregoing instrument as such  
\_\_\_\_\_ and respectively, and that he appeared before me this day in person  
and severally acknowledged that, as such \_\_\_\_\_, he signed and delivered  
the said instrument, pursuant to authority given by the limited partnership as his free and voluntary  
act, and as the free and voluntary act and deed of said \_\_\_\_\_ of said limited  
partnership, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.  
Commission expires \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**Legal Description of Redevelopment Project Area**

**THOSE PARTS OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, SECTION 18,  
TOWNSHIP 36 NORTH, RANGE 13, SECTION 19, TOWNSHIP 36 NORTH, RANGE 13,  
ALL EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS  
MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:**

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 IN SUPER-K SUBDIVISION AS PER PLAT THEREOF RECORDED MARCH 20, 1991 AS DOCUMENT NUMBER 97195157;

THENCE NORTHERLY ALONG THE WEST LINE OF LOT 1 IN SAID SUPER-K SUBDIVISION AND THE WEST LINE OF LOT 2 IN SAID SUPER-K SUBDIVISION, TO THE NORTH LINE OF SAID LOT 2;

THENCE EASTERLY ALONG THE NORTH LINE OF LOT 2 IN SAID SUPER-K SUBDIVISION, TO A WEST LINE OF LOT 3 IN SAID SUPER-K SUBDIVISION;

THENCE NORTHERLY, NORTHWESTERLY AND NORTHERLY ALONG THE WEST LINES OF LOT 3 IN SAID SUPER-K SUBDIVISION, TO THE WESTERN MOST NORTHWEST CORNER OF SAID LOT 3, ALSO BEING THE WESTERN MOST SOUTHWEST CORNER OF LOT 1 IN PARK PLACE SUBDIVISION AS PER PLAT THEREOF RECORDED DECEMBER 7, 1992 AS DOCUMENT NUMBER 92914537;

THENCE NORTHERLY ALONG THE WEST LINE OF LOT 1 IN SAID PARK PLACE SUBDIVISION TO THE NORTH LINE OF LOT 1 IN SAID PARK PLACE SUBDIVISION AND THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE WESTERLY ALONG THE SOUTH LINE OF SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE NORTHERLY ALONG SAID WEST LINE, TO THE SOUTH LINE OF OLCOTT AVENUE DEDICATED AS PER PLAT THEREOF RECORDED JUNE 28, 1973 AS DOCUMENT NUMBER 22379900;

THENCE EASTERLY ALONG SAID SOUTH LINE, TO THE EAST LINE OF OLCOTT AVENUE DEDICATED AS PER PLAT THEREOF RECORDED JUNE 28, 1973 AS DOCUMENT NUMBER;

THENCE NORTHERLY ALONG SAID EAST LINE, AND THE NORTHERLY PROLONGATION THEREOF TO THE NORTH LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE EASTERLY ALONG SAID NORTH LINE, TO THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY TO THE SOUTHWEST CORNER OF SECTION 18, ALSO THE NORTHWEST CORNER OF SECTION 19, BOTH IN TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE EASTERLY ALONG THE SOUTH LINE OF SECTION 18, ALSO THE NORTH LINE OF SECTION 19, BOTH IN TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE NORTHERLY ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE NORTH LINE OF THE SOUTH 600 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH 600 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, ALSO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE NORTH LINE OF THE SOUTH 247 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH 247 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE EAST LINE OF

THE WEST 50 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST 50 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO A POINT 15 FEET NORTH OF THE RIGHT OF WAY OF 159TH STREET AS INDICATED IN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 28, 2011 AS DOCUMENT NUMBER 1127141045;

THENCE SOUTHEASTERLY TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF 159TH STREET AND THE EAST LINE OF THE WEST 65 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS AS INDICATED IN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 28, 2011 AS DOCUMENT NUMBER 1127141045;

THENCE EASTERLY, SOUTHERLY AND EASTERLY ALONG THE RIGHT OF WAY OF 159TH STREET, TO THE NORTHERLY PROLONGATION OF THE EAST LINE OF THE WEST 300 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST 300 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE SOUTH LINE OF THE NORTH 300 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH 300 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE WEST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, ALSO THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE WEST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, ALSO THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE

EASTERLY PROLONGATION OF THE SOUTH LINE OF PARCEL OF LAND BEING PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED JULY 8, 1932 AS DOCUMENT NUMBER 11113021 AND RATIFICATION THEREOF FILE APRIL 8, 1971 AS DOCUMENT NUMBER LR2551034, A DISTANCE OF 183.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE WEST 180.00 FEET ALONG LAST SAID SOUTH LINE; THENCE SOUTH 5.00 FEET; THENCE WEST 200.00 FEET ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF SAID 159TH STREET; THENCE NORTH 5.00 FEET; THENCE WEST 307.62 FEET ALONG THE SOUTH LINE OF SAID 159TH STREET; THENCE SOUTH 1050.00 FEET ON A LINE NORMAL TO SAID SOUTH LINE OF 159TH STREET; THENCE EAST 845.55 FEET TO THE WEST RIGHT OF WAY LINE OF OAK PARK AVENUE (WHICH IS 33.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION); THENCE NORTH ALONG LAST SAID WEST LINE 355.45 FEET TO A POINT 694.55 FEET SOUTH FROM THE SOUTH RIGHT OF WAY LINE OF 159TH STREET; THENCE WEST 17.00 FEET; THENCE NORTH 555.63 FEET; THENCE WEST 133.00 FEET; THENCE NORTH 139.68 FEET TO THE SOUTH LINE OF 159TH STREET AND THE POINT OF BEGINNING;

THENCE WESTERLY ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE AND THE SOUTH LINE OF PARCEL OF LAND BEING PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED JULY 8, 1932 AS DOCUMENT NUMBER 11113021 AND RATIFICATION THEREOF FILE APRIL 8, 1971 AS DOCUMENT NUMBER LR2551034, A

DISTANCE OF 183.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE WEST 180.00 FEET ALONG LAST SAID SOUTH LINE; THENCE SOUTH 5.00 FEET; THENCE WEST 200.00 FEET ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF SAID 159TH STREET; THENCE NORTH 5.00 FEET; THENCE WEST 307.62 FEET ALONG THE SOUTH LINE OF SAID 159TH STREET; THENCE SOUTH 1050.00 FEET ON A LINE NORMAL TO SAID SOUTH LINE OF 159TH STREET; THENCE EAST 845.55 FEET TO THE WEST RIGHT OF WAY LINE OF OAK PARK AVENUE (WHICH IS 33.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION); THENCE NORTH ALONG LAST SAID WEST LINE 355.45 FEET TO A POINT 694.55 FEET SOUTH FROM THE SOUTH RIGHT OF WAY LINE OF 159TH STREET; THENCE WEST 17.00 FEET; THENCE NORTH 555.63 FEET; THENCE WEST 133.00 FEET; THENCE NORTH 139.68 FEET TO THE SOUTH LINE OF 159TH STREET AND THE POINT OF BEGINNING, TO THE SOUTHWEST CORNER THEREOF AND ALSO THE SOUTHEAST CORNER OF PARCEL OF LAND BEING PART OF THE WEST HALF AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED

JULY 8, 1932 AS DOCUMENT NUMBER 11113021 AND RATIFICATION THEREOF FILED APRIL 8, 1971 AS DOCUMENT LR 2551034 AND THE LINE BETWEEN THE EAST HALF AND THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE WEST 117.55 FEET ALONG SAID SOUTH RIGHT OF WAY LINE 1094 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 1050 FEET ON LAST SAID LINE; THENCE EAST 451.56 FEET ON A LINE 1050 FEET SOUTH OF AND PARALLEL TO SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 1050 FEET TO SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 339.11 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST 339.11 FEET ON LAST SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING;

THENCE CONTINUING WESTERLY ON THE SOUTH LINE OF PARCEL OF LAND BEING PART OF THE WEST HALF AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED JULY 8, 1932 AS DOCUMENT NUMBER 11113021 AND RATIFICATION THEREOF FILED APRIL 8, 1971 AS DOCUMENT LR 2551034 AND THE LINE BETWEEN THE EAST HALF AND THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE WEST 117.55 FEET ALONG SAID SOUTH RIGHT OF WAY LINE 1094 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 1050 FEET ON LAST SAID LINE; THENCE EAST 451.56 FEET ON A LINE 1050 FEET SOUTH OF AND PARALLEL TO SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 1050 FEET TO SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 339.11 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST 339.11 FEET ON LAST SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING, TO THE WESTERN MOST NORTHWEST CORNER OF OUTLOT C IN DUN RAVEN PLACE PHASE II AS PER PLAT THEREOF RECORDED SEPTEMBER 28, 2001 AS DOCUMENT NUMBER 0010908493;

THENCE SOUTHWESTERLY TO A POINT OF TANGENCY IN THE NORTH LINE OF OUTLOT D IN DUNRAVEN PLACE AS PER PLAT THEREOF RECORDED AUGUST 30, 1999 AS DOCUMENT NUMBER 99827216 BEING THE WESTERLY TERMINUS OF AN ARC HAVING A RADIUS OF 192.00 FEET AND AN ARC LENGTH OF 300.13 FEET;

THENCE WESTERLY AND SOUTHWESTERLY ALONG THE NORTHERLY LIMITS OF OUTLOT D IN DUNRAVEN PLACE AS PER PLAT THEREOF RECORDED AUGUST 30, 1999 AS DOCUMENT NUMBER 99827216, TO THE EASTERLY PROLONGATION OF THE SOUTH LINE OF PARCEL OF LAND DESCRIBED AS FOLLOWS: THAT PART OF LOT 3 LYING NORTH OF A LINE DRAWN PARALLEL WITH THE NORTH LINE OF SAID LOT 3 THROUGH A POINT IN THE WEST LINE OF SAID LOT 3 WHICH POINT IS 352.19 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 3 AS MEASURED ALONG SAID WEST LINE ALL IN CENTENNIAL OFFICE PARK AS PER PLAT THEREOF RECORDED OCTOBER 5, 1988 AS DOCUMENT NUMBER 88458264;

THENCE WESTERLY ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE AND THE SOUTH LINE OF PARCEL OF LAND DESCRIBED AS FOLLOWS: THAT PART

OF LOT 3 LYING NORTH OF A LINE DRAWN PARALLEL WITH THE NORTH LINE OF SAID LOT 3 THROUGH A POINT IN THE WEST LINE OF SAID LOT 3 WHICH POINT IS 352.19 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 3 AS MEASURED ALONG SAID WEST LINE ALL IN CENTENNIAL OFFICE PARK AS PER PLAT THEREOF RECORDED OCTOBER 5, 1988 AS DOCUMENT NUMBER 88458264, TO THE WEST LINE OF SAID LOT 3, ALSO THE EAST LINE OF LOT 1 IN TINLEY PARK PLAZA SUBDIVISION AS PER PLAT THEREOF RECORDED APRIL 7, 2004 AS DOCUMENT NUMBER 0409818067;

THENCE SOUTHERLY ALONG THE EAST LINE OF LOT 1 IN TINLEY PARK PLAZA SUBDIVISION AS PER PLAT THEREOF RECORDED APRIL 7, 2004 AS DOCUMENT NUMBER 0409818067, ALSO THE WEST LINE OF CENTENNIAL SUBDIVISION UNIT NO. 1 AS PER PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT NUMBER 27155558, TO THE SOUTH LINE OF CENTENNIAL SUBDIVISION UNIT NO. 1 AS PER PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT NUMBER 27155558;

THENCE SOUTHEASTERLY ALONG THE SOUTH LINE OF CENTENNIAL SUBDIVISION UNIT NO. 1 AS PER PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT NUMBER 27155558, TO THE WESTERLY LINE OF CENTENNIAL DRIVE AS DEDICATED BY INSTRUMENT RECORDED JULY 9, 1980 AS DOCUMENT NUMBER 25509385;

THENCE CONTINUING SOUTHEASTERLY ALONG THE SOUTHEASTERLY PROLONGATION OF THE SOUTH LINE OF CENTENNIAL SUBDIVISION UNIT NO. 1 AS PER PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT NUMBER 27155558, TO THE WEST LINE OF PARCEL 4 IN FINAL PLAT OF MEADOW MEWS PHASE ONE PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378525 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC);

THENCE SOUTHERLY ON THE WEST LINE OF PARCEL 4 IN FINAL PLAT OF MEADOW MEWS PHASE ONE PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378525 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC), TO THE SOUTHEAST LINE OF PARCEL 4 IN FINAL PLAT OF MEADOW MEWS PHASE ONE PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378525 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC);

THENCE NORTHEASTERLY ALONG THE SOUTHEAST LINE OF PARCEL 4 IN FINAL PLAT OF MEADOW MEWS PHASE ONE PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378525 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC) AND THE SOUTHEAST

LINE OF PARCEL 14 IN FINAL PLAT OF MEADOW MEWS PHASE TWO PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378524 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC), TO THE

SOUTHWEST LINE OF PARCEL 14 IN FINAL PLAT OF MEADOW MEWS PHASE TWO PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378524 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC);

THENCE SOUTHEASTERLY ALONG THE SOUTHWEST LINE OF PARCEL 14 IN FINAL PLAT OF MEADOW MEWS PHASE TWO PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378524 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC), TO THE NORTH LINE OF PARCEL OF LAND BEING PART OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 19; THENCE NORTH 89 DEGREES 43 MINUTES WEST (BEARINGS ASSUMED FOR PURPOSES OF THIS PARCEL ONLY) 585 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 258.72 FEET, AN ARC DISTANCE OF 101.52 FEET AND A CHORD BEARING OF SOUTH 79 DEGREES 02 MINUTES 33 SECONDS WEST; THENCE NORTH 68 DEGREES 24 MINUTES 11 SECONDS WEST 79.57 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 54 SECONDS EAST 533 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES EAST 755.40 FEET, TO THE EAST LINE OF SAID WEST HALF OF SECTION 19; THENCE SOUTH 00 DEGREES 03 MINUTES 54 SECONDS EAST 542.27 FEET ALONG SAID LINE TO THE POINT OF BEGINNING;

THENCE EASTERLY ALONG THE NORTH LINE OF PARCEL OF LAND BEING PART OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 19; THENCE NORTH 89 DEGREES 43 MINUTES WEST (BEARINGS ASSUMED FOR PURPOSES OF THIS PARCEL ONLY) 585 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 258.72 FEET, AN ARC DISTANCE OF 101.52 FEET AND A CHORD BEARING OF SOUTH 79 DEGREES 02 MINUTES 33 SECONDS WEST; THENCE NORTH 68 DEGREES 24 MINUTES 11 SECONDS WEST 79.57 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 54 SECONDS EAST 533 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES EAST 755.40 FEET, TO THE EAST LINE OF SAID WEST HALF OF SECTION 19; THENCE SOUTH 00 DEGREES 03 MINUTES 54

SECONDS EAST 542.27 FEET ALONG SAID LINE TO THE POINT OF BEGINNING, TO THE EAST LINE OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOT 1 IN WARTHEN'S RESUBDIVISION AS PER PLAT THEREOF RECORDED SEPTEMBER 4, 1975 AS DOCUMENT NUMBER 23210202;

THENCE WESTERLY ALONG THE NORTH LINE OF LOT 1, THE WESTERLY PROLONGATION OF THE NORTH LINE OF LOT 1 AND THE NORTH LINE OF LOT 2 ALL IN WARTHEN'S RESUBDIVISION AS PER PLAT THEREOF RECORDED SEPTEMBER 4, 1975 AS DOCUMENT NUMBER 23210202, TO THE SOUTH LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778

THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY ALONG THE SOUTH LINE, SOUTHEAST LINE AND EAST LINE OF BREMEN TOWN DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778, TO THE SOUTHWEST LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778;

THENCE NORTHWESTERLY ALONG THE SOUTHWEST LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778, TO THE WEST LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778;

THENCE NORTHERLY ALONG THE WEST LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778 TO THE NORTH LINE OF LOT 16 IN BREMEN WOODS SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE WESTERLY ALONG THE NORTH LINE OF LOT 16 AND THE NORTH LINE OF LOT 15 IN BREMEN WOODS SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 17 IN BREMEN WOODS SUBDIVISION AS

PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE NORTHERLY ALONG THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 17, AND THE EAST LINE OF LOT 17 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE SOUTHEAST CORNER OF LOT 18 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE NORTHERLY, WESTERLY, NORTHERLY, EASTERLY AND NORTHERLY ALONG THE EASTERN LIMITS OF LOT 18 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE NORTHEAST CORNER OF LOT 18 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE WESTERLY ALONG THE NORTH LINE OF LOT 18, THE NORTH LINE OF LOT 19, THE NORTH LINE OF LOT 20, THE NORTH LINE OF LOT 21 AND THE NORTH LINE OF LOT 26 ALL IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE EAST LINE OF LOT 27 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE NORTHERLY ALONG THE EAST LINE OF LOT 27 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE NORTH LINE OF LOT 27 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE WESTERLY ALONG THE NORTH OF LOT 27 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE WEST LINE OF PARCEL OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 43 MINUTES EAST (BEARINGS ASSUMED FOR PURPOSES OF THIS PARCEL ONLY) 908 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 43 MINUTES EAST 258.81 FEET ALONG SAID NORTH LINE; THENCE SOUTH 657.03 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS WEST 244.05 FEET; THENCE NORTH 116.32 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS WEST 15 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 30 SECONDS EAST 542 FEET TO THE POINT OF BEGINNING;

THENCE NORTHERLY ALONG THE WEST LINE OF PARCEL OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST

OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 43 MINUTES EAST (BEARINGS ASSUMED FOR PURPOSES OF THIS PARCEL ONLY) 908 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 43 MINUTES EAST 258.81 FEET ALONG SAID NORTH LINE; THENCE SOUTH 657.03 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS WEST 244.05 FEET; THENCE NORTH 116.32 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS WEST 15 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 30 SECONDS EAST 542 FEET TO THE POINT OF BEGINNING, TO THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE WESTERLY ALONG THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE SOUTH LINE OF 163RD STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED APRIL 15, 1976 AS DOCUMENT NUMBER 23453671 AND T2864222;

THENCE SOUTHWESTERLY AND WESTERLY ALONG THE SOUTH LINE OF 163RD STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED APRIL 15, 1976 AS DOCUMENT NUMBER 23453671 AND T2864222, TO THE EAST LINE OF HARLEM AVENUE EXISTING AS OF MAY 25, 2020;

THENCE SOUTHERLY ALONG THE EAST LINE OF HARLEM AVENUE EXISTING AS OF MAY 25, 2020, TO THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE SOUTH LINE OF LOT 1 IN SUPER-K SUBDIVISION AS PER PLAT THEREOF RECORDED MARCH 20, 1991 AS DOCUMENT NUMBER 97195157;

THENCE WESTERLY ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF LOT 1 AND THE SOUTH LINE OF LOT 1 IN SUPER-K SUBDIVISION AS PER PLAT THEREOF RECORDED MARCH 20, 1991 AS DOCUMENT NUMBER 97195157, TO THE POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE THE FOLLOWING DESCRIBED PARCELS OF LAND:

LOT 83 THROUGH LOT 89 (BOTH INCLUSIVE) IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND T2419778.

ALSO,

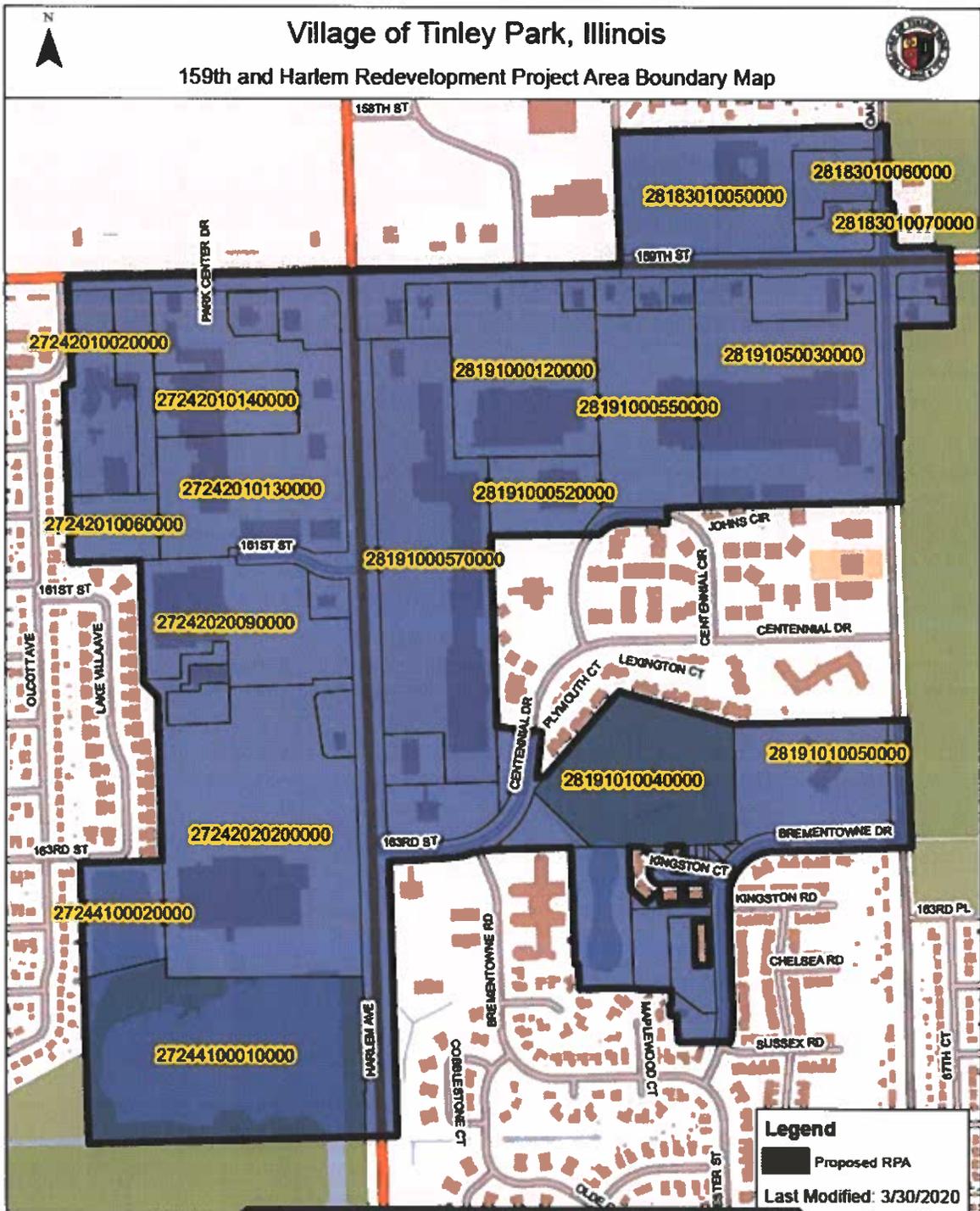
LOT 1 THROUGH LOT 12 (BOTH INCLUSIVE) IN BREMENTOWNE PARK TOWNHOUSE RESUBDIVISION PHASE I AS PER PLAT THEREOF RECORDED DECEMBER 21, 1990 AS DOCUMENT NUMBER 90619247.

ALSO,

LOT 1 THROUGH LOT 5 (BOTH INCLUSIVE) IN BREMENTOWNE PARK TOWNHOUSE RESUBDIVISION PHASE II AS PER PLAT THEREOF RECORDED OCTOBER 28, 1993 AS DOCUMENT NUMBER 93870509.

DRAFT

# Map of Redevelopment Project Area



**EXHIBIT B**

**Legal Description and Map of Property**

**PARCEL 1:**

LOTS 3 AND 4 IN SUPER-K SUBDIVISION, BEING A RESUBDIVISION OF LOTS 4 THROUGH 11, IN PARK PLACE, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, ACCESS AND PARKING FOR VEHICULAR OR PEDESTRIAN TRAFFIC, AS CREATED IN THE SHOPPING CENTER RECIPROCAL EASEMENT AND OPERATION AGREEMENT RECORDED JUNE 21, 1991 AS DOCUMENT 91303346, UPON AND ACROSS THE PARKING AREAS, ENTRANCES, EXITS, DRIVEWAYS, WALKS AND SERVICE DRIVES AS LOCATED WITHIN THE "COMMON AREAS", AS COMMON AREAS ARE DEFINED IN SAID AGREEMENT, EXCEPTING THEREFROM THAT PORTION FALLING WITHIN ABOVE DESCRIBED PARCEL 1.

**PIN(S):** 27-24-202-020-0000; 27-24-202-020-0000

**COMMONLY KNOWN AS:** 16300 South Harlem Avenue  
Tinley Park, Illinois

**EXHIBIT C**  
**Project Plans**

DRAFT

**EXHIBIT D**

**Project & Redevelopment Budgets**

DETAILED BUDGET	
<b>Land Acquisition:</b>	<b>\$ 5,000,000</b>
<b>Soft Costs/Fees:</b>	
Construction Documents	\$ 317,000
Design Schematic	\$ 127,624
Entitlements	\$ 30,876
Legal/Accounting	\$ 158,500
Commissions	\$ 245,000
<b>Total Soft Cost/Fees</b>	<b>\$ 879,000</b>
<b>Hard Construction Costs:</b>	
Excavation/Sitework/Demo	\$ 1,800,000
Steel	\$ 2,200,000
Concrete/Paving (core/shell)	\$ 700,000
Masonry	\$ 1,600,000
Roof/Metal Panel	\$ 1,250,000
Electrical (core/shell)	\$ 450,000
Mechanical (Sewer and Water)	\$ 2,500,000
Carpentry (core/shell)	\$ 325,000
General Requirements	\$ 100,000
Distribution Center	\$ 3,500,000
Additional Tenants	\$ 4,500,000
<b>Tenant Improvements Build Out:</b>	
Concrete/Paving	\$ 300,000
Electrical	\$ 1,750,000
Carpentry	\$ 325,000
Tile	\$ 20,000
Wood	\$ 1,200,000
Signage	\$ 300,000
Paint	\$ 75,000
Fire Protection	\$ 225,000
Plumbing	\$ 200,000
Landscaping and Irrigation	\$ 400,000
<b>Furniture, Fixture, &amp; Equipment:</b>	
Carpeting	\$ 5,000
Door	\$ 45,000
Equipment	\$ 500,000
Equipment Cooking	\$ 100,000
HVAC	\$ 350,000
Interior Shelving	\$ 50,000
Lights and Fixtures	\$ 300,000
Refrigration	\$ 2,400,000
Store Fixture	\$ 45,000
Dock Levelers	\$ 40,000
Pressure Washer	\$ 9,000
Compactor	\$ 35,000
Faucets	\$ 15,000
Steel Doors	\$ 30,000
Cart Corrals	\$ 15,000
Registers	\$ 240,000
Money Counters	\$ 5,000
Service Counters	\$ 35,000
Toilet Partitions	\$ 13,000
Cases/Refrigeration	\$ 2,500,000
Steel (Racks)	\$ 350,000
<b>Total Hard Cost</b>	<b>\$ 30,802,000</b>
<b>Total Development Cost</b>	<b>\$ 36,681,000</b>



**EXHIBIT E**

**Form of Disclosure Affidavit**

State of Illinois        )  
                                  ) ss  
County of \_\_\_\_\_ )

I, \_\_\_\_\_, reside at \_\_\_\_\_ in the City/Village of \_\_\_\_\_, County of \_\_\_\_\_, State of Illinois, being first duly sworn and having personal knowledge of the below facts, swear to the following:

That I am over the age of eighteen and serve as the \_\_\_\_\_ of \_\_\_\_\_ (the "Developer").

That the property in question has a common street address referred to as: \_\_\_\_\_, in the Village of Tinley Park, County of Cook, State of Illinois, and with a Property Index Number(s) of \_\_\_\_\_ (hereinafter "Redevelopment Property").

That I understand that pursuant to Illinois law, prior to execution of the redevelopment agreement between the Developer and the Village, Illinois law requires the owner, authorized trustee, corporate official or managing member or agent to submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary who will obtain any interest, real or personal, in the Property and/or Project, and every shareholder who will be entitled to receive more than 7.5% of the total distributable income of any corporation having any interest, real or personal, in the Redevelopment Property and/or project after this transaction is consummated.

As the owner, authorized trustee, corporate official or managing member or agent, I declare under oath that (choose one):

- (a) The owners or beneficiaries of the trust are \_\_\_\_\_; or
- (b) The shareholders with more than 7.5% interest are \_\_\_\_\_; or
- (c) The members with more than 7.5% interest in the limited liability company are \_\_\_\_\_, or
- (d) The corporation is publicly traded and there is no readily known individual having greater than a 7.5% interest in the corporation.

This instrument is made to induce the Village to enter into the redevelopment agreement and in accordance with the Illinois law.

Affiant: \_\_\_\_\_

Subscribed and Sworn to before me this \_\_\_\_\_ day of September, 2021.

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

**EXHIBIT F**

**Form of Certificate of Expenditure**

Date: \_\_\_\_\_, 2021

To: Village of Tinley Park, (the "Village")

Re: 163RD & HARLEM LLC ("Developer") \$\_\_\_\_\_ Incremental Tax Reimbursement

This Certificate of Expenditure is provided pursuant to the Village of Tinley Park Tax Increment Financing Redevelopment Agreement (Phase I) by and between Developer and the Village, dated \_\_\_\_\_, 2021, as authorized pursuant to Resolution No. 2021-R-\_\_\_\_ (the "Redevelopment Agreement"). All terms used herein shall have the same meaning as when used in the Redevelopment Agreement.

Developer hereby certifies that, as of the date hereof, \$\_\_\_\_\_ has been advanced by Developer in connection with the Project. Such amount has been properly incurred, is a proper charge made or to be made in connection with the Project costs, including Redevelopment Project Costs. Total Project costs are \$\_\_\_\_\_ and Redevelopment Project Costs are \$\_\_\_\_\_. Documents substantiating these expenditures and their payment are attached hereto.

IN WITNESS WHEREOF, Developer has caused this certification to be signed on its behalf as of the date shown above.

**163RD & HARLEM LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



# Interoffice Memo

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**Date:** July 20, 2021  
**To:** Committee of the Whole  
**CC:** David Niemeyer, Village Manager  
Kimberly Clarke, Community Development Director  
**From:** Priscilla Cordero, Business Development Manager  
**Subject:** 6851 W. 167<sup>th</sup> Street- Class 8-Imagine Aspen, LLC

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**BACKGROUND:**

Imagine Aspen, LLC (the “Applicant”) is the contract-purchaser of the site at 6851 W. 167<sup>th</sup> Street (PIN: 28-30-103-002-0000). The property consists of a one story, 6,733 square foot office building which has been vacant since July of 2019. The applicant proposes to invest \$400,000 to retrofit the interior to build out 23 suite style salons, install a sprinkler system, as well as add some landscaping around the building exterior.

Imagine Aspen, LLC is managed by Cynthia Payne, Patrick Reilly and Patsey Reilly. Ms. Payne has 45 years of retail experience, according to the request submitted by their attorney, and is co-owner of a 25-suite salon building in Plainfield, Illinois which is currently fully leased since opening last year. As a result of its success, a second location is under construction in Plainfield, Illinois and is expected to be open in September of 2021. It is expected that 19 full-time jobs and 8 part-time jobs will be created as a result of this project. Further, the applicant will reoccupy a vacant building and improve the site by adding a sprinkler system and landscaping to the exterior.

## **DISCUSSION**

The Applicant is requesting a Class 8 Incentive on this site to effectively lower their tax assessment from the commercial rate of 25% to the residential rate of 10%. The property is located in Bremen Township, which is one of the Townships the Cook County Assessor's Office has designated as a certified Class 8 area. The property has been vacant for two years which is why it is eligible however, it should be noted that recently, the Cook County Board adopted a Tax Incentive Ordinance amending Sec. 74-62 through 74-63 of the Cook County Code, which decreases the vacancy requirement for a property from 24 months to 12 months and eliminates the need for a "special circumstances" finding.

The project as present is in line with the Village of Tinley Park's incentive Policy as follows:

### **Incentive Policy Checklist**

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 8 Incentive Program.
2. The project will create at least 25 jobs as outlined in section B-1 of the incentive policy.

### **Benefits**

1. The project will be an enhancement to the Village by allowing the Applicant to occupy a previously vacant building. It will also result in an increase of 27 jobs when fully operational.

## **REQUEST**

The Economic and Commercial Commission (ECC) reviewed the application at its July 12, 2021 meeting and voted 7-0 to recommend approval of the Class 8 request. Staff requests for the Committee of the Whole to move this request forward for consideration at the Village Board meeting held later this evening.

**EUGENE L. GRIFFIN & ASSOCIATES, LTD.**

LAW OFFICES

29 NORTH WACKER DRIVE, SUITE 650  
CHICAGO, ILLINOIS 60606-3215  
(312) 855-5050

FASIMILE  
(312) 855-5048

WRITER'S DIRECT DIAL NUMBER

June 30, 2021

855-5056

Via Email (pcordero@tinleypark.org)

Village of Tinley Park  
16250 S. Oak Park Avenue  
Tinley Park, IL 60477

ATTENTION: Priscilla Cordero

Re: **Class 8 Property Tax Incentive Application**  
Applicant: Imagine Aspen, LLC  
Address: 6851 W. 167<sup>th</sup> Street, Tinley Park  
Bremen Township  
PIN: 28-30-103-002-0000

Dear Ms. Cordero,

Enclosed please find the application and attachments for a Class 8 Property Tax Incentive ("the Incentive") on behalf of Imagine Aspen, LLC ("Applicant"). The subject property is located at 6851 West 167<sup>th</sup> Street in Tinley Park and identified by permanent index number 28-30-103-002-0000. The property contains an unoccupied one-story, 6,733 square foot office building situated on 30,000 square feet of land. With approval from The Village of Tinley Park ("the Village"), Applicant will move forward with the redevelopment of the subject property, which will include new landscaping at the subject site, an increase in revenue to the Village and create new employment opportunities. The Applicant's business model has previously proven successful at their current Plainfield location.

**Project Eligibility**

Applicant's project is eligible for the Incentive as occupation of abandoned property, with no special circumstances. See Class 8 Eligibility Application, attached hereto as Exhibit A. The Incentive is designed to encourage industrial and commercial development in areas of Cook County ("the County") which are experiencing severe economic stagnation. The Incentive permits the Assessor, upon application of the local governing body, to certify areas in need of substantial revitalization. Bremen Township is already a certified area by the County's classification ordinance and therefore, the local governing body does not need to make application for the area.

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Accordingly, in Bremen Township, all new construction, substantial rehabilitation or reutilization of abandoned buildings, developed or reoccupied for industrial or commercial use, may qualify for the Incentive. The subject property has been unoccupied for not less than 12 consecutive months (since July 2019) and is under contract to be purchased for value from a seller with whom the purchasers have no direct financial interest, and qualifies as "abandoned." Therefore, Applicant's project is eligible for the Incentive as a reutilization of an abandoned building in Bremen Township, developed and reoccupied for commercial use.

**Project Narrative**

Applicant's proposed redevelopment will turn the currently unoccupied commercial building into The Tinley Park Salon Suites, a multi-suite salon facility. With a planned capital expenditure of approximately \$400,000, Applicant will improve the existing building's aesthetics and retrofit the interior office space to provide approximately 23 suite style salons, for which salon professionals will separately lease space for their own commercial purposes. Leasing salon professionals will include makeup artists, hair stylists, barbers and estheticians, each to be provided with necessary amenities, such as shampoo bowls, styling chairs, sinks and cabinets. The building will also include common areas such as a customer waiting area, restrooms, and a break room. Applicant will also engage building service professionals, such as janitors and landscapers. Applicant will also be installing security equipment throughout the building. Applicant plans to complete the redevelopment and be fully operational by mid-November 2021.

**Owners and Operators**

The day-to-day business operations will be managed by Cindy Payne and Patrick Reilly. Ms. Payne has 45 years of experience in the retail industry and, most significantly, experience in the ownership and management of successful salon suite businesses. Ms. Payne is a co-owner of Salon Suites of Plainfield, a 25-suite salon building which has been fully and continually leased since opening last year. The business's success has led to the construction of a second salon suites building in Plainfield, which should be completed by September 1, 2021. Despite still being under construction, 15 of the 19 suites at the second Plainfield location are already leased. Applicant has included screenshots of the salon suites homepage and encourages members of the board and commission to visit the salon's webpage at [www.salonsuitesofplainfield.com](http://www.salonsuitesofplainfield.com).

Mr. Reilly is currently the business director for Emerson Manufacturing's process control service organization, where he leads a team of 140 employees at 18 different sites. He has over 30 years of business leadership experience.

Ms. Payne & Mr. Reilly are also partnered with Patsey Reilly on this project. Ms. Reilly is currently the owner of a successful accounting and consulting business for small to mid-size

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businesses. She has more than 30 years of accounting and business administration experience, including work in human resources and budget analysis and forecasting.

Applicant, through Ms. Payne, Mr. Reilly and Ms. Reilly, is dedicated to providing an improved aesthetic, along with a sustainable and vibrant business, at the subject site. Applicant's redevelopment will lead to increased tax revenue at a site which, for the previous year, has generated very little revenue to the Village and provided no service to its residents. The Tinley Park Salon Suites will bring both employees and customers to the area 7 days a week, boosting the Village's economy as these customers and employees frequent the Village's restaurants, stores, banks, gas stations, and other businesses. Applicant's project will also increase revenue to the Village in the form of timely and fully paid property taxes, sales taxes, increased water and sewer fees, and licensing fees. Further, Applicant is reoccupying an unoccupied building and eradicating the potential negative effect that vacant, unoccupied buildings often have of spreading vacancy to neighboring businesses.

Applicant respectfully requests that the Village grant its request for the Incentive. Without the Incentive, it will be difficult for the Applicant to make the significant capital investment required to convert the unoccupied office building into a fully operating 23-suite salon business. This redevelopment and business operation will be managed by highly-motivated and experienced individuals who hope to bring their past business success to the Village. Should there be any questions or request for additional documents, please do not hesitate to contact me at 312-855-5056.

Sincerely,

  
Terrence J. Griffin  
Attorney at Law

Eugene L. Griffin & Associates, Ltd.  
29 North Wacker Drive, Suite 650  
Chicago, IL 60606  
312-855-5056

**EUGENE L. GRIFFIN & ASSOCIATES, LTD.**

**Exhibit List**

- A. Class 8 Eligibility Application
- A1. Identification of Persons Having an Interest in the Property
- A2. Affidavit in Support of Economic Disclosure
- A3. Legal Description, Site Dimensions and Square Footage and Building Dimensions and Square Footage Documents
- A4. Cook County Assessor's Office Form 4906
- A5. Screenshots from salonsuitesofplainfield.com
- A6. History of Amended Ordinance and Proposed Ordinance Amended
- A7. Sworn Statement of Jon J. Crandall
- A8. ComEd Statements for the Subject Property April 2020 to June 2021
- A9. Signed Commercial Real Estate Sales Contract



**CLASS 8**  
**ELIGIBILITY APPLICATION**

CONTROL NUMBER

Carefully review the Class 8 Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department (312) 603-7529. This application, *a filing fee of \$500.00*, and supporting documentation (*except drawings and surveys*) must be filed as follows:

This application must be filed **PRIOR TO** the commencement of New Construction or **PRIOR TO** the commencement of Substantial Rehabilitation Activities or **PRIOR TO** the commencement of Reoccupation of Abandoned Property.

**Applicant Information**

Name: Patrick Reilly Telephone: [REDACTED]

Company: Imagine Aspen, LLC

Address: 6851 West 167<sup>th</sup> Street

City: Tinley Park State: IL Zip Code: 60477

Email: [REDACTED]

**Contact Person (if different than the Applicant)**

Name: Terrence J. Griffin, Esq. Telephone: [REDACTED]

Company: Eugene L. Griffin & Associates, Ltd.

Address: 29 North Wacker Drive, Suite 650

City: Chicago State: IL Zip Code: 60606

Email: [REDACTED]

**Property Description (per PIN)**

If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.

Street Address: (1) 6851 West 167<sup>th</sup> Street, Tinley Park, IL 60477

Permanent Real Estate Index Number: 28-30-103-002-0000

(2) N/A

Permanent Real Estate Index Number: N/A

(3) N/A

Permanent Real Estate Index Number: N/A

City: Tinley Park

ZIP: 60477

Township: Bremen

Existing Class: 5-17



**Class 8 application is based upon the location of the property in:**

- 1) An area which has been certified for Class 8
- 2) One of the following townships: Bloom, Bremen, Calumet, Rich, or Thornton
- 3) Property obtained through the Cook County Tax Reactivation Program

***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.

*See Identification of Persons Having an Interest in Property list, attached hereto as Exhibit A1.*

*See signed and notarized Affidavit in Support of Economic Disclosure, attached hereto as Exhibit A2*

***Property Use***

Type of Development: Industrial or Commercial (Please circle)

General Description of Proposed Property Usage: Salon Suite Facility

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.

*See "Project Narrative" section of cover letter accompanying this application. The intended use described therein will be the only use of the property.*

Attach legal description, site dimensions and square footage and building dimensions and square footage.

*See Legal Description, Site Dimensions and Square Footage and Building Dimensions and Square Footage documents, attached hereto as Exhibit A3.*

*See Cook County Assessor's Office Form 4906 regarding the subject property, attached hereto as Exhibit A4*

**Legal Description:** Lot 11 in Block 1 in Elmore's Oak Park Avenue Estates, being a subdivision in the Northwest ¼ of Section 30, Township 36 North, Range 13 East of the Third Principal Meridian, (except that part of a drainage ditch as conveyed by document no 377150) in Cook County, Illinois.

**Site dimensions and square footage:** 100'x 300' (30,000 Square Feet)

**Building dimensions and square footage:** roughly 42.08'x 160' (6,733 Square Feet)

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

*See "Project Narrative" section of cover letter accompanying this application. See [www.salonsuitesofplainfield.com](http://www.salonsuitesofplainfield.com) for materials relating to Applicant's other salon suite facility businesses. Applicant has also attached screenshots from [www.salonsuitesofplanfield.com](http://www.salonsuitesofplanfield.com), attached hereto as Exhibit A5.*

***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. 1<sup>st</sup> 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 CIRCUMSTANCES)**

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 12<sup>1</sup> 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?  
**The subject was last occupied by G.A. Crandall & Co., Inc. in July 2019.**

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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

*See sworn statement of Jon J. Crandall, attached hereto as Exhibit A7.*

- (b) Information (such as statements of utility companies) which demonstrate that the property was vacant and unused and indicate duration of such vacancy

*See sworn statement of Jon J. Crandall (Ex. A7), attesting to a duration of approximately 23 continuous months of no occupancy. See ComEd Statements for the Subject Property from April 2020 to June 2021, attached hereto as Exhibit A8.*

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

Estimated date of reoccupation: November 15, 2021  
Date of Purchase: July 13, 2021 (anticipated)  
Name of purchaser: Patrick Reilly, Patsey Reilly and Cynthia Payne (title will be recorded as held by "Imagine Aspen, LLC")  
Name of seller: GAC Ventures, LLC  
Relationship of purchaser to seller: None (Transactional)

Attach copies of the following documents:

- (a) Sale Contract

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<sup>1</sup> Please note that Applicant has amended Section (B)(1) of this application insofar as it requests whether the subject property was vacant and unused for at least 24 continuous months prior to the purchase for value. Applicant has amended the application to conform with an ordinance amendment adopted, but not yet codified, by the Cook County Board of Commissioners which amends the Cook County Code's definition of abandoned property under Sec. 74-62(b) to "buildings and other structures that, after having been vacant and unused for at least 12 continuous months, have been purchased for value by a purchaser in whom the seller has no direct financial interest." (emphasis added) See History of Amended Ordinance and Proposed Ordinance Amended, attached hereto as Exhibit A6.

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

**Applicant is not currently in possession of any of the requested documents because the real estate transaction of the subject site has not closed. Applicant will supplement this application with the requested documents upon receipt. Applicant anticipates closing on the transaction on or before July 13, 2021. See *Signed Commercial Real Estate Sales Contract*, attached hereto as Exhibit A9.**

**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? \_\_\_\_\_

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 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: \_\_\_\_\_  
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

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?

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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: \_\_\_\_\_

**EMPLOYMENT OPPORTUNITIES**

How many construction jobs will be created as a result of this development? 12-15 (approximately)

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

Full-time: 0 Part-time: 0

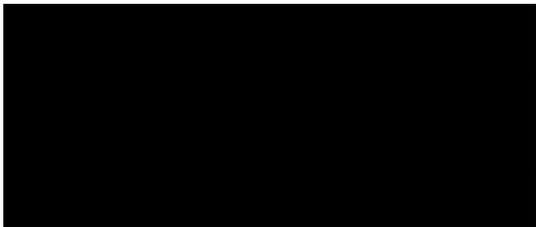
How many new permanent full-time jobs will be created as a result of this proposed development?  
19 (approximately)

How many new permanent part-time jobs will be created as a result of this proposed development?  
8 (approximately)

**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 8 Application and that it finds Class 8 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 8 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.



6/30/2021  
Date  
Attorney-in-fact  
Title

*\*Note: If title to the property is held in trust or by a corporation or a partnership, this Class 8 Eligibility Application must be signed by a beneficiary, officer or general partner.*

## 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/commercial real estate would be eligible for the Class 8 level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving Class 8 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

*Revised 2/6/2020*

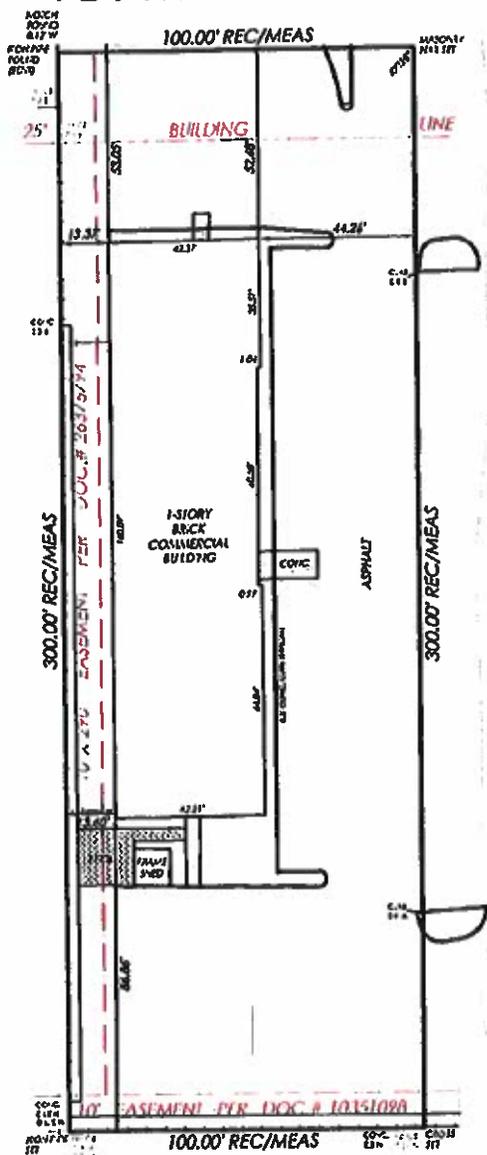


PLAT OF SURVEY

ELMORE, ILLINOIS, HOVERWOOD, ILLINOIS, 167TH STREET (25'-00" WIDE) AND 167TH AVENUE

LOT 11 IN BLOCK 1 IN ELMORE'S OAK PARK AVENUE ESTATES, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF A DRAINAGE DITCH AS CONVEYED BY DOCUMENT NO. 377150) IN COOK COUNTY, ILLINOIS.

167TH STREET



NOTE: INSPECTION EASEMENT DATED JANUARY 3, 1997 AND RECORDED JANUARY 4, 1997 AS DOCUMENT #10. 97010703. SEE DOCUMENT FOR DETAILS.

LOT AREA: 30,000.0 SQ. FT. 0.69 ACRES



STATE OF ILLINOIS  
 COUNTY OF COOK  
 I, KEITH G. KOPASUH, LAND SURVEYOR, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY AS RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF COOK, ILLINOIS.

DATE: MAY 31, 2011

DATE OF SURVEY: NOVEMBER 22, 2010

FILED: 5/31/11  
 JOB NO: 11-0078  
 ADDRESS: 4051 W 167TH ST  
 SINGLE PLOT, R.  
 TOWNSHIP: 36 N  
 RANGE: 13 E



## IDENTIFICATION OF THE PROPERTY APPRAISED

The property appraised is located near the corner of 167<sup>th</sup> Street and Oak Park Avenue. The common address of the property is 6851 West 167th Street, Tinley Park, IL 60477. The property is also identified by its permanent index numbers (PINs): 28-30-103-002 in Bremen Township, Cook County, Illinois.

The property consists of a 30,000 square foot site that is improved with a single tenant office building. The building is a 1-story, masonry and frame-constructed structure that contains a gross building area of 6,733 square feet. The improvements were built in 1999 and the building is currently vacant. Over the next 6 months the building will be renovated and converted to a salon suites property with approximately 24 one room suites and common area, waiting and reception areas, washrooms and men's and women's restrooms.

The property's legal description was provided.

Lot 11 in Block 1 in Elmore's Oak Park Avenue Estates, being a subdivision in the Northwest 1/4 of Section 30, Township 36 North, Range 13 East of the Third Principal Meridian, (except that part of a drainage ditch as conveyed by document no 377150) in Cook County, Illinois.



### DESCRIPTION OF THE IMPROVEMENTS - "As Is"

#### General Data

Building Type:	Single Tenant Office Building
Gross Building Size:	6,733 SF
No. of Stories:	1
Basement:	None
Year Built / Current Age:	1999 / 22 years
Land-to-Building Ratio:	4.46 : 1
Floor Plan:	The building currently is built out for one tenant. All of the interior finishes are in average condition and of average quality. The buildings interior contains private and general office areas, waiting and receptionist area and men's and women's restrooms.

#### Construction Features

Exterior Walls:	Masonry and frame
Windows and Doors:	Thermo pane glass windows and wood doors.
Roof & Roof Drainage:	Pitched roof with asphalt shingles and exterior drainage.
Foundation & Framing:	Concrete foundation.

#### Mechanical Features

Electrical Service:	600 amp service
HVAC System:	Gas forced air heating and central cooling system
Hot Water:	Hot water heater
Fire Protection:	Not sprinkled.
Elevator:	None

#### Interior Finish

Floor Coverings:	Tile and carpeting throughout.
Walls:	Painted drywall.
Ceilings/Lighting:	Painted drywall and grid tile ceilings with incandescent and fluorescent lighting.
Washrooms:	There are two common restrooms, one men's and one women's.

#### On-Site Parking & Site Improvements

Parking Surface:	Asphalt paved parking lot.
Site Improvements:	Landscaping around the building perimeter.

#### Property Ratings

Exterior Condition:	Building exterior is in average condition, with no visible deferred maintenance noted at the time of the inspection.
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<b>Internal Condition:</b>	Building interior is in average condition, with no visible deferred maintenance noted at the time of the inspection.
<b>Functional Utility:</b>	The building is of a typical design, and is functional for its intended use as a single tenant office building.
<b>External Conditions:</b>	The external conditions are considered to be good. The subject is a single tenant office building located along a primary thoroughfare, and in close proximity to the interstate highway, in Tinley Park.

#### **DESCRIPTION OF THE IMPROVEMENTS - "As Proposed"**

##### **General Data**

<b>Building Type:</b>	Multi Tenant Salon Suites Building
<b>Gross Building Size:</b>	6,733 SF
<b>No. of Stories:</b>	1
<b>Basement:</b>	None
<b>Year Built / Current Age:</b>	1999 / 22 years and renovated in 2021
<b>Land-to-Building Ratio:</b>	4.46 : 1
<b>Floor Plan:</b>	The building will be converted to a salon suites building with 24 suites proposed for the building. There will be common area receptionist and waiting area, men's and women's restrooms and a kitchen/laundry room.

##### **Construction Features**

<b>Exterior Walls:</b>	Masonry and frame
<b>Windows and Doors:</b>	Thermo pane glass windows and wood doors.
<b>Roof &amp; Roof Drainage:</b>	Pitched roof with asphalt shingles and exterior drainage.
<b>Foundation &amp; Framing:</b>	Concrete foundation.

##### **Mechanical Features**

<b>Electrical Service:</b>	1,200 amp service
<b>HVAC System:</b>	Gas forced air heating and central cooling system
<b>Hot Water:</b>	Hot water heater
<b>Fire Protection:</b>	Sprinkled.
<b>Elevator:</b>	None

##### **Interior Finish**

<b>Floor Coverings:</b>	The floor coverings will be replaced with new laminate, tile and carpeting will be installed
<b>Walls:</b>	Painted drywall.

**G.A. CRANDALL & CO., INC.**  
**6851 West 167<sup>th</sup> Street**  
**Tinley Park, Illinois**

**RE: 6851 West 167<sup>th</sup> Street, Tinley Park**  
**Bremen Township**  
**Perm. No. 28-30-103-002**

To whom it may concern:

Effective July 14, 2017, G.A. Crandall & Co., Inc., an independent insurance agency sold all of its insurance accounts to Norman G. Olson Insurance Agency, Inc.

All business ceased operations at the location at 6851 West 167<sup>th</sup> Street, Tinley Park, Illinois, in July of 2019, where upon the building was no longer being used or occupied.

I have personal, first-hand knowledge that since July of 2019, the building has remained completely and continuously unoccupied and non-income producing through the date attested to herein.

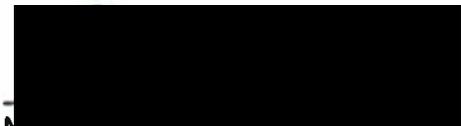
Sincerely,

G.A. Crandall & Co., Inc.



Jon J. Crandall  
President

Subscribed and sworn to before me this 25<sup>th</sup> day of June 2021



Notary Public





# Interoffice Memo

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**Date:** July 20, 2021  
**To:** Committee of the Whole  
**CC:** David Niemeyer, Village Manager  
Kimberly Clarke, Community Development Director  
**From:** Priscilla Cordero, Business Development Manager  
**Subject:** 6775 Prosperi Drive- Class 8-MIRA Real Estate, LLC

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**BACKGROUND:**

Dr. Chris Higgins of MIRA Real Estate, LLC (the “Applicant”) has recently purchased the site at 6775 Prosperi Drive (PIN: 31-06-400-002-0000). The property consists of a 63,124 square foot building which was formerly occupied by a not-for-profit organization. The owner proposes to invest \$6,000,000 in improvements to the building in order to operate a MIRA Neuro-Behavioral Health Center for Children and Adolescents that will consist of a 30-bed acute care psychiatric hospital.

Dr. Chris Higgins has identified a need in the community for acute care resources for youth struggling with mental health issues. It is expected that 30 full-time jobs and 15 part-time jobs will be created as a result of this project. When fully operational, that number will increase to 50-70 jobs including psychiatrists, psychologists, nurses, general office staff and maintenance staff. Construction is expected to commence summer of 2021 with completion estimated 6-8 months thereafter.

Per the estimates prepared by MIRA's attorney, the property, once fully renovated, is estimated to be valued at approximately \$8.5 million and would generate approximately \$450,000 a year in taxes with the incentive. This property was previously owned by a non-profit and therefore, exempt from paying property tax.

## **DISCUSSION**

The Applicant is requesting a Class 8 Incentive on this site in order to make their project feasible. The property is located in Rich Township, which is one of the Townships the Cook County Assessor's Office has designated as a certified Class 8 area. The property has not been vacant for two full years however, it should be noted that recently, the Cook County Board adopted a Tax Incentive Ordinance amending Sec. 74-62 through 74-63 of the Cook County Code, which decreases the vacancy requirement for a property from 24 months to 12 months and eliminates the need for a "special circumstances" finding. In the alternative, the project would qualify under "substantial rehabilitation" and the applicant would move forward with this option.

The project as presented is in line with the Village's incentive policy as follows:

### **Incentive Policy Checklist**

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 8 Incentive Program.
2. The project will create at least 25 jobs as outlined in section B-1 of the incentive policy.
3. This project meets the Minimum Capital Investment Policy requirement of at least \$1 million.

### **Benefits**

1. The project will be an enhancement to the Village by allowing the Applicant to improve the property while also allowing the property to be added to the tax rolls increasing tax revenue for the Village. It will also result in an increase of 50-70 permanent jobs when fully operational.

## **REQUEST**

The Economic and Commercial Commission (ECC) reviewed the application at its July 12, 2021 meeting and voted 7-0 to recommend approval of the Class 8 request. Staff requests for the Committee of the Whole to move this item forward for consideration at the Village Board later this evening.



June 29, 2021

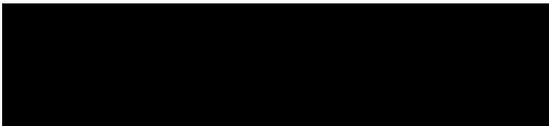
Ms. Priscilla Y. Cordero  
Business Development Manager  
Village of Tinley Park

Re: **MIRA Real Estate, LLC -- Class 8 Application**  
6775 Prosperi Drive  
Tinley Park, IL 60477  
PIN: 31-06-400-002  
Rich Township

Dear Priscilla:

Per our discussions, and on behalf of MIRA Real State, LLC (MIRA), enclosed for your review and the Village's approval is my client's **revised** Cook County Class 8 Property Tax Incentive Application. The application seeks approval primarily based on re-occupying an abandoned property. Based on the recent amendments to the Cook County Classification Ordinance, a special circumstances finding is not required. In the alternative, my client seeks approval based on substantial rehabilitation.

Please add this revised application to the materials I previously submitted to you. If you need any additional information, please call, or email me at your convenience.



Kevin B. Hynes

Enclosure



June 29, 2021

Ms. Priscilla Y. Cordero  
Business Development Manager  
Village of Tinley Park

Re: **MIRA Real Estate, LLC -- Class 8 Application**  
6775 Prosperi Drive  
Tinley Park, IL 60477  
PIN: 31-06-400-002  
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Dear Priscilla:

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Please add this revised application to the materials I previously submitted to you. If you need any additional information, please call, or email me at your convenience.

A black rectangular redaction box covering the signature area.

Kevin B. Hynes A small blue handwritten mark resembling a checkmark or a flourish.

Enclosure



**Class 8 application is based upon the location of the property in:**

- 1) An area which has been certified for Class 8
- 2) One of the following townships: Bloom, Bremen, Calumet, Rich, or Thornton
- 3) Property obtained through the Cook County Tax Reactivation Program

**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.

**Property Use**

**Type of Development:** Industrial or **Commercial** (Please circle)

**General Description of Proposed Property Usage** Currently vacant. Planned use is acute care psychiatric facility.

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.

Attach legal description, site dimensions and square footage and building dimensions and square footage.

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*): Summer 2021

Estimated date of construction completion: 6-8 months after commencement

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. 1<sup>st</sup> 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 CIRCUMSTANCES)**

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 12 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?

Community Services Foundation

---

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: Partial 11/21; Full 1/22  
Date of Purchase: 4/9/21  
Name of purchaser: Mira Real Estate, LLC  
Name of seller: Community Services Foundation  
Relationship of purchaser to seller: None

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? \_\_\_\_\_

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 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: \_\_\_\_\_  
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

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?

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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: \_\_\_\_\_

**EMPLOYMENT OPPORTUNITIES**

How many construction jobs will be created as a result of this development? 20 (approx.)

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

Full-time: N/A Part-time: N/A

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

30 (approx.)

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

15 (approx.)

**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 8 Application and that it finds Class 8 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 8 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**

[Redacted Name]

Print Name

[Redacted Signature]

Attorney for Mira

Title

*\*Note: If title to the property is held in trust or by a corporation or a partnership, this Class 8 Eligibility Application must be signed by a beneficiary, officer or general partner.*



June 17, 2021

Ms. Priscilla Y. Cordero  
Business Development Manager  
Village of Tinley Park

Re: **MIRA Real Estate, LLC -- Class 8 Application**  
6775 Prosperi Drive  
Tinley Park, IL 60477  
PIN: 31-06-400-002  
Rich Township

Dear Ms. Cordero:

On behalf of MIRA Real State, LLC (MIRA), enclosed for your review and the Village's approval is a Cook County Class 8 Property Tax Incentive Application and supporting documents. The application seeks approval primarily based on re-occupying an abandoned property with special circumstances. In the alternative, my client seeks approval based on substantial rehabilitation.

### **Background**

MIRA is an Illinois limited liability company whose purpose is to own and operate the subject property as outlined below and in the Class 8 application. Exhibits referenced herein are exhibits to the Class 8 application.

The subject property is located at 6775 Prosperi Drive, Tinley Park, Rich Township. The property is improved with a 63,124 square foot commercial building. On April 9, 2021, MIRA purchased the property from Community Services Foundation (CSF), a not-for-profit organization. A copy of the closing statement and deed are included as Exhibits A and B, respectively.

Until November 2019, CSF occupied the property. From November 2019 until MIRA purchased the property, the building was vacant due largely to the pandemic. The property remains vacant today. Attached as Exhibit C are recent photos of the vacant building.

### **Plan for the Property**

MIRA has identified a need in the community for acute care resources for youths suffering from a variety of mental health issues. Although there are abundant

medical and surgical facilities in the community, these hospitals are not equipped to deal with children and adolescents experiencing behavioral issues. A member of the ownership entity, Dr. Christopher Higgins, is also a member of Palos Behavioral Health Professionals (PBHP), which is in Palos Heights, Illinois. Dr. Higgins and his colleagues routinely experience problems admitting patients to local hospitals not for want of available beds but simply because there aren't adequate facilities to manage youth mental health challenges.

To address this obvious need, MIRA intends to open what will be known as the MIRA Neuro-Behavioral Health Center for Children and Adolescents. The facility will be a 30-bed acute care psychiatric hospital for children and adolescents. It is expected that PBHP will staff the facility. A general description of the facility is in Exhibit D. MIRA has received an Illinois Health Facilities and Services Review Board permit. Exhibit E. Once the facility is fully operational, MIRA expects to have 50 to 70 employees, including psychiatrists, psychologists, nurses, general office staff, and maintenance staff. A floor plan/schematic of the completed project is attached as Exhibit F. A current plat of survey is included as Exhibit G.

As of the date of this application, MIRA has not yet obtained any permits to commence the work necessary to bring the property to medical level standards. MIRA expects the construction/rehabilitation will cost approximately \$6 million. Proposed hard and soft construction costs are set forth in Exhibit H. Again, the price of the property was only \$1.9 million, thus the planned rehabilitation is obviously substantial as contemplated by the Class 8 ordinance. MIRA would like to commence work as soon as possible but believe that the Class 8 incentive is necessary to make this endeavor feasible.

### **Property Taxes Will Impair the Property Without the Incentive**

The Assessor and Board of Review will typically rely on the property's income to determine a market value for assessment purposes. A formal appraisal has not been commissioned and MIRA does not concede to the valuation resulting from the Assessor and Board of Review's calculations.

MIRA is currently in negotiations with a third-party to acquire the property and lease it back to MIRA under a triple net lease. The annual rent will be \$800,000. What this means is that MIRA will be paying the expenses, including the property taxes. The value of the property, therefore, will be dependent on the lease negotiated between the future owner and MIRA. The Assessor and Board of Review's typical commercial valuation model results in a market value of approximately \$8.5 million. Utilizing the 2019 equalized rate of 52.8% results in a property tax bill of \$1.1 million, without the incentive. With the incentive, the property taxes would be closer to \$450,000.

The biggest hurdle for this property is the local tax rate. The 2019 tax rate was 18.105% or an equalized rate of 52.8%. This is particularly disconcerting given that the tax rate in Orland Park or Will County is roughly half. The projected property tax burden will make this endeavor infeasible.

### **Finding of Special Circumstances**

MIRA seeks the Class 8 designation as: (1) substantial rehabilitation; or (2) reoccupation of abandoned property. The obvious preference is the latter option as it offers the greater benefit. MIRA requests the Village's assistance to that end.

The Cook County Coded of Ordinances define "abandoned" for purposes of the Class 8 incentive as:

"Buildings and other structures that, after having been vacant and unused for at least 24 continuous months, and purchased for value by a purchase in whom the seller has no direct financial interest."

Cook County Code at §74-62. As explained above, the property has not been vacant and unused for 24 consecutive months. Still, since November 2019 the property has essentially been vacant and unused.

MIRA requests that the Village's ordinance or resolution endorsing the Class 8 application also include a finding of special circumstances as required under Cook County Code §74-63(12)(b). MIRA has included its financial disclosure statement with this application. Exhibit I.



Ms. Priscilla Y. Cordero  
June 17, 2021  
Page 4

### **Conclusion**

Once the rehabilitation is completed and MIRA can occupy the property, the services rendered will obviously benefit the patients admitted to the hospital. The Village will be served as well to the extent that Tinley Park youths are directed to the hospital for treatment.

The Village will certainly benefit from the added revenue provided by the hospital and its staff. Staff will spend money in the community for a variety of reasons. The hospital itself will benefit the community economically as the Assessor will place the property back on the tax rolls. Still, the hospital needs your assistance in making this a viable endeavor. The Class 8 incentive will allow the hospital to direct more funds toward services rather than property taxes. At the same time, the Village and local schools will receive more property tax dollars from the property than when it was exempt.

On MIRA's behalf, thank you for your consideration of this application. My client is willing to personally answer any questions you or the Village Board may have regarding the application. In the meantime, if you need any additional information, please call, or email me at your convenience.

Sincerely,



Enclosures

**EXHIBIT A**  
(Legal Description)

THAT PART OF THE FRACTIONAL SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING THE INTERSECTION OF THE WESTERLY PROLONGATION OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF FRACTIONAL SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE AND THE WEST LINE OF THE FRACTIONAL SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ON SAID WEST LINE, A DISTANCE OF 258.80 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 46 SECONDS EAST, A DISTANCE OF 402.77 FEET, TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG A CURVE CONVEX TO THE SOUTH, HAVING A CENTRAL ANGLE OF 12 DEGREES 52 MINUTES 43 SECONDS A RADIUS OF 440.00 FEET A LENGTH OF 98.90 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 83 DEGREES 39 MINUTES 53 SECONDS EAST, TO THE NORTHERLY PROLONGATION OF WEST LINE OF THE NORTHWEST QUARTER OF THE FRACTIONAL SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN SOUTH OF THE INDIAN BOUNDARY LINE; THENCE SOUTH 00 DEGREES 56 MINUTES 26 SECONDS WEST, ALONG SAID NORTHERLY PROLONGATION, A DISTANCE OF 34.62 FEET, TO THE INDIAN BOUNDARY LINE; THENCE SOUTH 45 DEGREES 49 MINUTES 38 SECONDS WEST ALONG SAID INDIAN BOUNDARY LINE A DISTANCE OF 343.05 FEET TO THE WESTERLY PROLONGATION OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE FRACTIONAL SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN SOUTH OF THE INDIAN BOUNDARY LINE THENCE NORTH 88 DEGREES, 56 MINUTES, 25 SECONDS WEST ON SAID WESTERLY PROLONGATION A DISTANCE OF 254.28 FEET TO THE POINT OF BEGINNING.

PIN: 31-06-400-002-0000

Common Address: 6775 Prosperi Drive, Tinley Park, IL 60477



**EXHIBIT**  
Exhibit C









## THE MIRA NEURO-BEHAVIORAL HEALTH CENTER FOR CHILDREN and ADOLESCENTS

Youth Mental Health issues have dramatically increased in the last ten years while at the same time there has been a dramatic decrease in acute care resources for these youths. These two trends have resulted in the significant lack of resources to deal with the increase in suicidal thoughts, attempts and completions among children and adolescence along with other dangerous untreated conditions. Currently successful suicide is the second leading cause for death of our youth.

At the same time; Medical and Surgical Hospitals have routinely decreased their adolescent and child inpatient services. The major reason for this is not the lack of demand but rather the fact that these settings are not equipped to understand the needs of the youths experiencing behavioral health issues. Hospitals are equipped to provide care for the physically ill but since children and adolescents experiencing behavioral health issues are normally not physically ill, and do not require complicated medical procedures, traditional hospitals are ill equipped to properly help them. These children do need a place that is safe and competent, to first stabilize and then heal. Currently there are no acute care hospital beds (where an acutely ill, suicidal child can stabilize and heal) in our community. This lack of available care places adolescents in our area at higher risk for successful suicide than similar adolescents in communities that have appropriate facilities.

To address this serious deficit in our community, we will open a 30-bed acute care psychiatric hospital for children and adolescents that is:

- Readily accessible to doctors and families in the community
- Can realistically participate in care with local providers
- Focused on the development of more efficacious psychiatric-neuro and behavioral treatment for children and adolescents

Palos Behavioral Health Professionals (PBHP) is a successful behavioral psychology practice in Palos Heights, Illinois. The practice includes a number of professionals, including psychiatrists, psychologists and professional counselors, with a specialty of caring for adolescents and children with acute mental illness. The therapists and psychiatrists consistently experience difficulty admitting their patients to area hospitals when their patients are in a mental health crisis due to the lack of any area hospitals that serve this purpose. As a result, patients often leave the ER against medical advice or are admitted to behavioral health hospitals well outside the immediate area. This problem is pervasive to all doctors, emergency rooms, counselors, teachers and parents in our community.

To address this serious deficit in our community, we are developing a 30 bed, acute care psychiatric hospital for children and adolescents that is:

- Readily accessible to families in our community
- Offers collaborative participation for care with local providers
- A center for the development of more efficacious psychiatric and neurobehavioral treatment for children and adolescents.

*MIRA is a name with varying meanings. In the Romance languages, it is related to the Latin words for "wonder" and "wonderful." In South Slavic languages, it means "peace."*

**All miracles start with MIRA**



MIRA Neuro Behavioral Healthcare (MNBH) will be a core component of the community and local professionals' interventions in the significant and serious child and adolescent mental health challenges (100% increase in successful suicides in the past 10 years). The 30-bed hospital will fill the gap in the communities' ability to provide appropriate care.

*MIRA is a name with varying meanings. In the Romance languages, it is related to the Latin words for "wonder" and "wonderful." In South Slavic languages, it means "peace."*

**All miracles start with MIRA**



STATE OF ILLINOIS  
**HEALTH FACILITIES AND SERVICES REVIEW BOARD**

525 WEST JEFFERSON ST. • SPRINGFIELD, ILLINOIS 62761 • (217) 782-3516 • FAX: (217) 785-4111

September 18, 2019

**TRANSMITTED ELECTRONICALLY**

Joe Ourth, Partner  
Saul, Ewing, Arnstein, & Lehr LLP  
161 North Clark Street Suite 4200  
Chicago, IL. 60601

Re:

[REDACTED]

[REDACTED] & Adolescents

**Facility Address: 6775 Prosperi Drive, Tinley Park, Illinois**

**Applicants: MIRA Neuro Behavioral Health Center, LLC**

**Permit Holder(s): MIRA Neuro Behavioral Health Center, LLC**

**Licensee/Operating: MIRA Neuro Behavioral Health Center, LLC**

**Project Description: Construct a 30-bed AcuteMental Health Hospital for Children and Adolescents in 48,000 GSF of space.**

**Permit Amount: \$5,646,921**

**Permit Conditions: None**

**Project Obligation Date: August 1, 2021**

**Project Completion Date: August 1, 2021**

**Annual Progress Report Due Date: September 17, 2020**

Dear Mr. Ourth:

On September 17, 2019, the Illinois Health Facilities and Services Review Board approved the application for permit for the above referenced project. This approval was based upon the substantial conformance with the applicable standards and criteria in the Illinois Health Facilities Planning Act (20 ILCS 3960) and 77 Illinois Administrative Codes 1110 and 1120.

*In arriving at a decision, the **State Board** adopted the **State Board staff's report and findings**, and when applicable, considered the application materials, public hearing testimony, public comments and documents, testimony presented before the Board and any additional materials requested by State Board staff.*

This permit is valid only for the defined construction or modification, site, amount and the named permit holder and **is not transferable or assignable**. In accordance with the Planning Act, the permit is valid until such time as the project has been completed, provided that all post permit requirements have been fulfilled, pursuant to the requirements of 77 Illinois Administrative Code 1130 and may result in an invalidation of the permit, sanctions, fines and/or State Board action to revoke the permit.

The permit holder is responsible for complying with the following requirements in order to maintain a valid permit. Failure to comply with the requirements may result in expiration of the permit or in State Board action to revoke the permit.

1. OBLIGATION-PART 1130.720



The project must be obligated **by the Project Obligation Date**, unless the permit holder obtains an "Extension of the Obligation Period" as provided in 77 Illinois Administrative Code 1130.730. Obligation is to be reported as part of the first annual progress report for permits requiring obligation within 12 months after issuance. For major construction projects which require obligation within 18 months after permit issuance, obligation must be reported as part of the second annual progress report. If project completion is required prior to the respective annual progress report referenced above, obligation must be reported as part of the notice of project completion. The reporting of obligation must reference a date certain when at least 33% of total funds assigned to project cost were expended or committed to be expended by signed contracts or other legal means.

2. ANNUAL PROGRESS REPORT-PART 1130.760

An annual progress report must be submitted to HFSRB every 12<sup>th</sup> month from the permit issuance date until such time as the project is completed.

3. PROJECT COMPLETION REQUIREMENTS-PART 1130.770

The requirements for a compliant Final Realized Costs Report are defined in the State Board's regulations under 77 Ill. Adm. Code 1130.770. **Effective June 1, 2013, substantive changes to the 77 Ill. Adm. Code 1130 rules went into effect. Please be advised that permit holders should follow the direction in Section 5 of the Act regarding deadlines for submitting post-permit reporting requirements and disregard the deadline language in 77 Ill. Adm. Code 1130.770.**

This permit does not exempt the project or permit holder from licensing and certification requirements, including approval of applicable architectural plans and specifications prior to construction.

**Please note that the Illinois Department of Public Health will not license the proposed facility until such time as all of the permit requirements have been satisfied**

Should you have any questions regarding the permit requirements, please contact Mike Constantino of George Roate of my staff at [REDACTED] 3516.

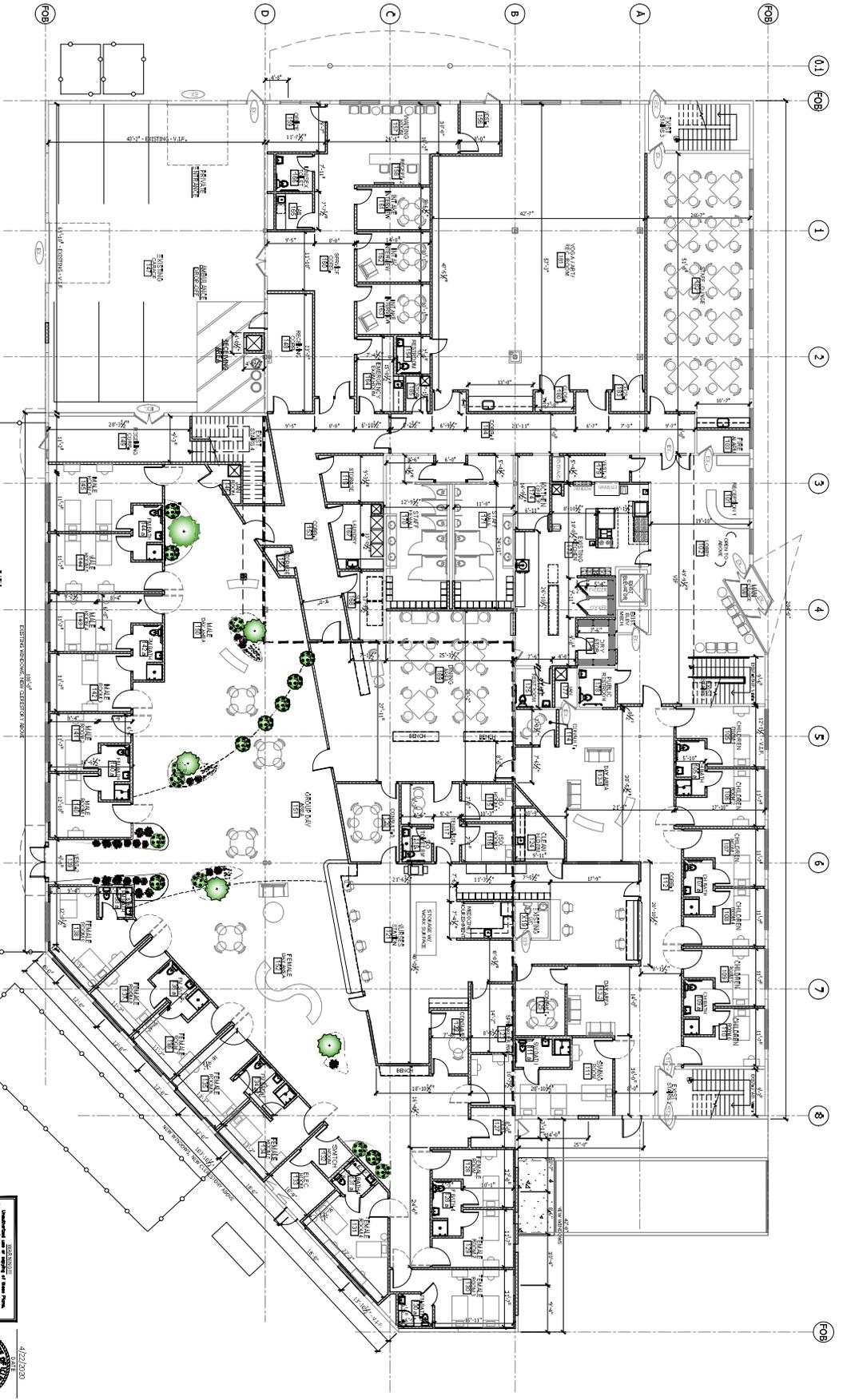
[REDACTED]

[REDACTED] tor  
Illinois Health Facilities and Services Review Board

MALE ROOMS	SINGLE	DOUBLE	TOTAL BEDS
CHILDREN ROOMS	7	3	10
CHILDREN ROOMS	6	3	9
TOTAL	13	6	19

\* INCLUDES ONE HANDICAP ACCESSIBLE UNIT EACH WING

- FLOOR PLAN NOTES:**
- 1. CONSTRUCTION TO REMAIN
  - 2. EXISTING TO REMAIN
  - 3. NEW CONSTRUCTION
  - 4. EXISTING CONSTRUCTION TO REMAIN
  - 5. EXISTING CONSTRUCTION TO BE DEMOLISHED
  - 6. EXISTING CONSTRUCTION TO BE RELOCATED
  - 7. EXISTING CONSTRUCTION TO BE REFINISHED
  - 8. EXISTING CONSTRUCTION TO BE REPAIRED
  - 9. EXISTING CONSTRUCTION TO BE REPLACED
  - 10. EXISTING CONSTRUCTION TO BE REMOVED
  - 11. EXISTING CONSTRUCTION TO BE RECONSTRUCTED
  - 12. EXISTING CONSTRUCTION TO BE REFINISHED AND REPAIRED
  - 13. EXISTING CONSTRUCTION TO BE REFINISHED AND RELOCATED
  - 14. EXISTING CONSTRUCTION TO BE REFINISHED AND RECONSTRUCTED
  - 15. EXISTING CONSTRUCTION TO BE REFINISHED AND REPLACED
  - 16. EXISTING CONSTRUCTION TO BE REFINISHED AND REMOVED
  - 17. EXISTING CONSTRUCTION TO BE REFINISHED AND RECONSTRUCTED AND RELOCATED
  - 18. EXISTING CONSTRUCTION TO BE REFINISHED AND RECONSTRUCTED AND REPLACED
  - 19. EXISTING CONSTRUCTION TO BE REFINISHED AND RECONSTRUCTED AND REMOVED
  - 20. EXISTING CONSTRUCTION TO BE REFINISHED AND RECONSTRUCTED AND RECONSTRUCTED



REMODELED FIRST FLOOR PLAN  
SCALE: 1/8" = 1'-0"

EXHIBIT  
Exhibit F

**NOT FOR CONSTRUCTION**

**MIRA NEURO BEHAVIORAL HEALTH HOSPITAL**  
6775 PROSPER DRIVE  
TINLEY PARK, IL 60477

**Eastern Illinois University**  
AIA

**ROBERT J. JURIS & ASSOCIATES**  
1000 BROADWAY SUITE 400  
CHICAGO, IL 60601  
(312) 467-1646  
www.rjja.com

**PROJECT TEAMING:** AIR, SCOTT  
ARCHITECTURE, INC. (AIR) AND  
SCOTT ARCHITECTURE, INC. (SCOTT)  
STATE OF ILLINOIS CONTRACT LICENSE #14000187

**DATE:** 4/27/2020  
**EXPIRES:** 11/30/2020

**SCALE:** 1/8" = 1'-0"

**PROJECT NO.:** A01.10

**DESIGNER:** AIR & SCOTT  
**CLIENT:** EASTERN ILLINOIS UNIVERSITY  
**PROJECT:** CHC

**NOT FOR CONSTRUCTION**

**MIRA NEURO BEHAVIORAL HEALTH HOSPITAL**  
6775 PROSPER DRIVE  
TINLEY PARK, IL 60477

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**PROJECT NO.:** A01.10

**DESIGNER:** AIR & SCOTT  
**CLIENT:** EASTERN ILLINOIS UNIVERSITY  
**PROJECT:** CHC











CONTRACTORS Statement / hospital - Hard Costs

Mira Neuro Behavioral Health Hospital Hard Costs

1	2	3	4	5	6	7	8	9
Name & Address	Kind of Work	Amount of Contract	Variance from contract plans	Amount of Contract w/ Chgs	Net of Previous Payments	Amount This request	Amount of this Payment	Balance to Become Due
<b>HARD COSTS</b>								
pavement systems	site work -/ parking lot asphalt painting of new spots with bumpers signage (no sealcoating)	10,905		10,905				10,905
danaher	concrete work / site- pads	39,400		39,400				39,400
pete clean up	demolition 1st floor / includes filin of dock	81,000	(15,000)	66,000				66,000
Guardian	reframe for roof tops/ three riser stair 2nd floor	56,800		56,800				56,800
diamond cut	concrete cutting and removal	49,450		49,450				49,450
Diamond cut	new opening patching and insulation removal of new wly cut precast openings	26,400		26,400				26,400
ron	stud / drywall /	635,400	(64,000)	571,400				571,400
ron	F&I wall insulation	57,700	2,000	59,700				59,700
ron	install only doors	58,320	580	58,900				58,900
Jerry /all interior	new supply only metal doors and frames	184,812		184,812				184,812
Jerry with new mecal locks	hardware supply for 112 new metal doors and frames	504,572	(250,000)	254,572				254,572
Dave	ACT ceilings / entire second floor included/ reuse pads for savings	148,660		148,660				148,660
Quality Finishing Systems	millwork	74,330		74,330				74,330
Dave	millwork install	4,949		4,949				4,949
Mark Industries/josh	windows and glass storefronts	138,013	105,578	243,591				243,591
	Miscellaneous Efis patching/ at Filled in doors and at all new windows	32,675		32,675				32,675
Voltage	electric / low voltage pipe drops no cable/includes fixtures	907,000	(60,000)	847,000				847,000
specialities	bath assories / lockers partitions suply only	25,977		25,977				25,977
Rino	masonry patch work/ includes overhead doors	15,500		15,500				15,500
CPS/waiting on update	fire alarm no permit allowance	36,300	22,500	58,800				58,800
Dupage/ carlson	steelcoil door (3) used to only be 1	18,500	5,000	23,500				23,500
Chicago Elevator	F&I dumb waiter only	45,500	(45,500)	-				-
allowance	caulkng	8,500		8,500				8,500
Andromeda	Sound System	19,800	(10,098)	9,702				9,702
Andromeda	camera system	6,169	(6,169)	-				-
Andromeda	network prewire and termination	19,180	31,001	50,181				50,181
Andromeda	door access pre wire and termination	98,780	83,592	182,372				182,372
Andromeda	nurse call sytem	84,844	(49,672)	35,172				35,172
allowance	PLUMBING NEW SANITARY LINE civil work on exterior allowance (no trap its included with Plumbing)	30,000		30,000				30,000
	Plumbing / gas piping/ no camera	665,281		665,281				665,281
Jan	HVAC/1st floor VAV and systems /	705,000	54,000	759,000				759,000
Reids	ansul system for kitchen hoods/ NO HOOD SUPPLY	5,950		5,950				5,950
Chicago Fire Protection	fire Sprinklers	66,523	-	66,523				66,523
Olsson	roofing penetration repairs / repairs fan and exhaust penetrations/skylights	52,445		52,445				52,445
Rich or schwarz	Painting with F&I wallpaper	119,172		119,172				119,172
midwest insulation	spray fire proofing/ first floor onlysee alternate for roof deck if not painted	264,000		264,000				264,000
kent	new flooring/wall tile	395,083	(130,000)	265,083				265,083
Chicago Elevator	Elevator Certification Allowance	6,250		6,250				6,250
Floor protection	allowance	22,600		22,600				22,600
Scott GC	miscellaneous material	30,000		30,000				30,000
Contingency fund		100,000		100,000				100,000
allowance	structural and civil engineering	25,000		25,000				25,000
<b>SUBTOTALS</b>		<b>5,876,740</b>	<b>(326,188)</b>	<b>5,550,552</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,550,552</b>
<b>TOTAL HARD COST</b>		<b>5,876,740</b>	<b>(326,188)</b>	<b>5,550,552</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,550,552</b>
<b>TOTALS</b>		<b>5,876,740</b>	<b>(326,188)</b>	<b>5,550,552</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,550,552</b>
AMOUNT OF ORIGINAL CONTRACT		5,876,740						
ADDITIONS/CREDITS TO CONTRACT		(326,188)			NET PREVIOUSLY PAID			-
ADJUSTED TOTAL CONTRACT		5,550,552			NET AMOUNT OF THIS PAYMENT			-
					BALANCE TO BECOME DUE			5,550,552





CONTRACTORS Statement / hospital floor Soft Costs

Mira Neoro Behavioral Health Hospital project 2021

1	2	3	4	5	6	7	8	9
Name & Address	Kind of Work	Amount of Contract	Variance from contract plans	Amount of Contract w/ Chgs	Net of Previous Payments	Amount This request	Amount of this Payment	Balance to Become Due
HARD COSTS								
Scott GC	Supervision Fee	115,000	-	115,000				115,000
Scott GC	General Conditions	58,000		58,000				58,000
Scott GC	Management Fee 10%	580,000		580,000				580,000
RJ & Associates	Architecture	200,000		200,000				200,000
<b>TOTAL Soft COST</b>		<b>953,000</b>	<b>-</b>	<b>953,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>953,000</b>

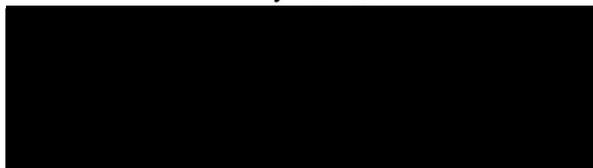
AMOUNT OF ORIGINAL CONTRACT	953,000		
ADDITIONS/CREDITS TO CONTRACT	-	NET PREVIOUSLY PAID	-
ADJUSTED TOTAL CONTRACT	953,000	NET AMOUNT OF THIS PAYMENT	-
		BALANCE TO BECOME DUE	-

**ECONOMIC DISCLOSURE STATEMENT**

I, Christopher Higgins, if called to testify would attest to the following facts:

1. I am an authorized agent of MIRA Real Estate, LLC (MIRA).
2. MIRA owns the property located at 6775 Prosperi Dr., Tinley Park, Illinois. The PIN for the property is 31-06-400-002.
3. I am the sole member of the LLC.
4. MIRA is in compliance with the following laws:
  - a. The Cook County Workforce Resource Ordinance (Cook County Code, Chap. 2, Art. XIV) as applicable.
  - b. The Cook County Wage Theft Ordinance (Cook County Code, Ch. 34, Art. IV, Div. 4, § 34-179)
  - c. The Cook County Human Rights Ordinance (Cook County Code, Ch. 42, Art. II)
  - d. The Illinois Human Rights Act (775 ILCS 5/2-105)
  - e. Title VII and Title IX of the Civil Rights Act (42 USC § 2000c, et. seq.)
  - f. The Age Discrimination in Employment Act (29 USC §§ 621-634)
  - g. The Americans With Disabilities Act (42 USC §§ 12101-12213)

Further Affiant Sayeth Not



Subscribed and sworn to before me this 15 day of June, 2021.



NOTARY PUBLIC

Handwritten initials, possibly 'CH', written in blue ink.





# Interoffice Memo

**Date:** July 20, 2021  
**To:** Committee of the Whole  
**Cc:** Dave Niemeyer, Village Manager  
**From:** Hannah Lipman, Assistant to the Village Manager  
**Subject:** Electrical Aggregation Program Renewal Changes

As previously discussed with the Board, there have been several changes presented to the Village in regards to the electric aggregation program.

Our consultant has received final pricing and presented the following one (1) year options:

Green Aggregation with Annual Civic Contribution (12 mos)				
	Green Energy	Eligo Energy		MC Squared Energy
Exactly at ComEd rate, guaranteed	0%	\$70,304 **		\$42,000 **
	EPA Designation	\$22,146		\$12,000
	50%	\$13,525	\$53,062 **	N/A
	100%	N/A	\$35,820 **	N/A

\*\* Without EPA Designation

### Recommendation

If green energy isn't a priority, staff recommends either staying with MC2 to receive a \$42,000 Civic Contribution, or switching to Eligo to receive a \$70,304 Civic Contribution.

If taking advantage of green energy is a priority, staff recommends electing Eligo at 50% green energy (non-EPA Green Partner Community designation), in addition to a \$53,062 Civic Contribution.



# Interoffice Memo

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**Date:** July 16, 2021

**To:** Committee of the Whole

**From:** David Niemeyer, Village Manager

**cc:** Pat Carr, Assistant Village Manager  
Angela Arrigo, Human Resources Director  
Paul O'Grady, Village Attorney  
Patrick Connelly, Village Attorney

**Subject:** Dual Capacity Employment

On the Board consent agenda are two requests to waive Section 2.11 of the personnel code prohibiting an employee from holding 2 different positions. This is a very unusual requirement in my opinion, but the Board can waive it as it has in the past.

The two requests are as follows:

- Colby Zemaitis was recently promoted to Assistant Public Works Director. He is also holding the title of Village Engineer until we hire a new Village Engineer.
- Roxanne Tysen currently serves as commission secretary for a couple of commissions. We previously discussed getting the Clerk's Office part-time clerical help as we did not replace the full-time FOIA coordinator position. We interviewed Roxanne and she has the skills to fill the position. Her total hours with the Village will not exceed 1000 hours per year so she will not receive IMRF or insurance benefits.



# Interoffice Memo

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**Date:** July 15, 2021

**To:** John Urbanski, Public Works Director

**From:** Joe Fitzpatrick, Water & Sewer Superintendent

**Subject:** Hydrant Painting Project Bid Award

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Presented for Committee of the Whole and Village Board discussion and action.

Description: The Village paints fire hydrants throughout town every year. We painted approximately 600 hydrants per year previously, making this an eight-year program to paint every hydrant. We have increased the number of hydrants to paint to 1,200. The program will now be four years long.

Background: The hydrant painting project was advertised to prospective bidders on June 24, 2021 with a public bid opening on July 12, 2021. The Village received the following three (3) bids with the Deputy Clerk and Water & Sewer Superintendent from the Village present.

<u>Contractor:</u>	<u>Location:</u>	<u>Bid:</u>
Cryder Enterprises	Minooka, IL	\$99,600
Capital Industrial Coatings	Hammond, IN	\$186,900
Lankford Construction Co.	Tinley Park, IL	\$192,000

Budget/ Finance: Funding in the amount of \$99,600 is available in approved FY2022 Budget.

Budgeted Amount	\$108,000
Bid Amount	<u>\$99,600</u>
<b>Under Budget</b>	<b>\$8,400</b>

Staff Direction Request: Approve a contract with Cryder Enterprises to paint fire hydrants in the amount of \$99,600.

Attachments:

- 1) Bid Tabulation
- 2) Letter of Recommendation
- 3) Service Contract



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
16221 W. 159th Street Suite 201 Lockport, Illinois 60441 TEL (815) 770-2850

July 15, 2021

Village of Tinley Park  
Department of Public Works  
7980 W. 183<sup>rd</sup> Street  
Tinley Park, IL 60477

Attention: Joe Fitzpatrick  
Water & Sewer Superintendent

Subject: 2021 Fire Hydrant Painting Program  
**Bid Results**  
(CBBEL Project No. 160373.00023)

Dear Mr. Fitzpatrick,

On Monday, July 12<sup>th</sup>, 2021 at 10:00 a.m. bids were received and opened for the 2021 Fire Hydrant Painting Program. The project consists of abrasive blasting and painting existing fire hydrants throughout the Village. Three bids were received for this project and the results have been reviewed and tabulated below.

<b>CONTRACTOR</b>	<b>BID PROPOSAL</b>
Engineer's Estimate	\$114,000.00
Cryder Enterprises, Inc.	\$ 99,600.00
Capital Industrial Coatings, LLC	\$186,900.00
Lankford Construction Co.	\$192,000.00

Cryder Enterprises, Inc. is the low bidder with a bid amount of \$99,600.00. We have reviewed Cryder Enterprises' bid document and find it to be in order. Cryder Enterprises has successfully completed previous projects for the Village of similar size and scope.

Therefore, we recommend awarding the 2021 Fire Hydrant Painting Program to Cryder Enterprises in the amount of \$99,600.00.

The bid tabulation has been enclosed for your reference. If you have any questions, please do not hesitate to contact me.

Sincerely,



Alex Schaefer, PE  
Project Manager

Enclosure as Noted

cc: Ken Howard – Tinley Park Public Works  
Andrew Pufundt – CBBEL

Christopher B. Burke Engineering, Ltd.  
9575 West Higgins Road, Suite 600  
Rosemont, Illinois 60018

VILLAGE OF TINLEY PARK  
2021 FIRE HYDRANT PAINTING PROGRAM  
(CBBEL PROJECT NO. 160373.00023)

BID SUMMARY  
BID OPENING DATE: JULY 12, 2021

	<b>BIDDER</b>	<b>BASE BID</b>
1	ENGINEER'S ESTIMATE	\$ 114,000.00
2	CRYDER ENTERPRISES, INC.	\$ 99,600.00
3	CAPITAL INDUSTRIAL COATINGS, LLC	\$ 186,900.00
4	LANKFORD CONSTRUCTION CO.	\$ 192,000.00

Christopher B. Burke Engineering, Ltd.  
 9575 West Higgins Road, Suite 600  
 Rosemont, Illinois 60018

VILLAGE OF TINLEY PARK  
 2021 FIRE HYDRANT PAINTING PROGRAM  
 (CBBEL PROJECT NO. 160373.00023)

BID TABULATION  
 BID OPENING DATE: JULY 12, 2021

ITEM NO	ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		CRYDER ENTERPRISES, INC.		CAPITAL INDUSTRIAL COATINGS, LLC		LANKFORD CONSTRUCTION CO.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	ABRASIVE BLASTING AND PAINTING OF FIRE HYDRANTS	EACH	1,200	\$ 95.00	\$ 114,000.00	\$ 83.00	\$ 99,600.00	\$ 155.75	\$ 186,900.00	\$ 160.00	\$ 192,000.00
				TOTAL = \$ 114,000.00		TOTAL = \$ 99,600.00		TOTAL = \$ 186,900.00		TOTAL = \$ 192,000.00	

**AGREEMENT**

**THIS AGREEMENT** is entered into on the date stated below by and between the Village of Tinley Park, an Illinois Municipal Corporation (hereinafter "Village") and Cryder Enterprises IWC, (hereinafter "Contractor").

In consideration of the mutual promises of the parties set forth in the Contract Documents, the Contractor agrees to timely perform all work, furnish all labor and materials necessary for the proper completion of the work for the sum of \$ 99,600.00; and the Village agrees to pay for the work as set forth in the Contract Documents. The Contractor further agrees to comply with the provisions of the Prevailing Wage Act (820 ILCOS 130111 eq seq.).

The Contract Documents shall consist of the following documents as prepared by Christopher B. Burke Engineering, Ltd., dated June 24, 2021, which are hereby made part of this Agreement as if recited at length herein for **2021 FIRE HYDRANT PAINTING PROGRAM**:

1. Legal Notice to Bidders
2. Instructions to Bidders
3. General and Special Conditions
4. Specifications and Drawings
5. Proposal Schedule (consistent with Contract Documents)
6. Affidavits
7. Performance Bond and Payment Bond

**IN WITNESS WHEREOF**, the Village and the Contractor, by their duly authorized representatives have hereunto set their hands this 13 day of July, 2021.

**VILLAGE OF TINLEY PARK,  
Municipal Corporation,**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attests Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Print name of Contractor Cryder Enterprises IWC

By: Scott Cryder

Print Name: Scott Cryder

Title: President

## VILLAGE OF TINLEY PARK

### SERVICE CONTRACT

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

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed Ninety-Nine Thousand Six Hundred **and 00/100 Dollars (\$\$\$,\$\$\$,\$\$)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:  
Substantial completion by April 1, 2022 and project closeout by April 30, 2022
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and

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

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

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

**CERTIFICATIONS BY CONTRACTOR**

**Eligibility to Contract**

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Cryder Enterprises Inc  
Name of Contractor (please print)

Scott Cryder  
Submitted by (signature)

President  
Title

**Certificate of Compliance with Illinois Human Rights Act**

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Cryder Enterprises Inc  
Name of Contractor (please print)

Scott Cryder  
Submitted by (signature)

President  
Title

**Certificate of Compliance with Illinois Drug-Free Workplace Act**

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Cryder Enterprises Inc  
Name of Contractor (please print)

Scott Cryder  
Submitted by (signature)

President  
Title

**Certificate Regarding Sexual Harassment Policy**

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Cryder Enterprises Inc  
Name of Contractor (please print)

Scott Gyles  
Submitted by (signature)

President  
Title

**Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act**

The undersigned hereby certifies that:

- A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.
- B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

Cryder Enterprises  
Name of Contractor (please print)

Scott Gyles  
Submitted by (signature)

President  
Title

**Certificate of Compliance with Prevailing Wage Requirements**

The undersigned hereby certifies that:

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Cryder Enterprises Inc  
Name of Contractor (please print)

Scott Cryder  
Submitted by (signature)

President  
Title

**Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance**

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2019-O-079

Cryder Enterprises Inc  
Name of Contractor (please print)

Scott Cryder  
Submitted by (signature)

President  
Title

**Employment of Illinois Workers on Public Works Act Certification**

The undersigned does hereby certify that if at the time the Contract for this Project is executed, or if during the term of the Contract, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*, as two consecutive months of unemployment exceeding 5%, the Contractor agrees to employ Illinois laborers in accordance with the "Employment of Illinois Workers on Public Works Act". An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

Cryder Enterprises Inc  
Name of Contractor (please print)

President  
Title

Scott Cryder  
Submitted by (signature)

**CONTRACTOR NAME**

BY: Cryder Enterprises Inc 7-14-21

Date

Printed Name: Scott Cryder

Title: President

**VILLAGE OF TINLEY PARK**

BY: \_\_\_\_\_ Date \_\_\_\_\_

Michael W. Glotz, Mayor  
*(required if Contract is \$20,000 or more)*

ATTEST:

\_\_\_\_\_  
Village Clerk  
*(required if Contract is \$20,000 or more)* Date \_\_\_\_\_

**VILLAGE OF TINLEY PARK**

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Village Manager



# Interoffice Memo

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**Date:** July 16, 2021

**To:** John Urbanski, Public Works Director

**From:** Joe Fitzpatrick, Water & Sewer Superintendent

**Subject:** Replace Pumps at Post 3 (7350 175<sup>th</sup> Street) Lift Station

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Presented for Committee of the Whole and Village Board discussion and action.

Description: Replace two (2) jockey pumps at Post 3 storm water lift station. The three (3) storm pumps will remain.

Background: When the control panel and other electrical work was completed at Post 3 last year, the two (2) jockey pumps were pulled for inspection. Upon inspection, the pump housings have begun to deteriorate beyond the point of repair. Replacing the pumps now, will avoid costly emergency pump replacement when complete pump failure occurs. Sole source purchase and install is requested based on quality of work Superior Pumping Services provides the Village. Superior Pumping Services is the contractor we use for needed repairs when components in lift stations and pumping stations fail. Superior Pumping Services has been used exclusively for over 4 years. The contractor is able to provide quality work while keeping costs lower than other companies offering the same services. Superior Pumping Services has become very familiar with the Village's stations and our needs.

<u>Contractor:</u>	<u>Location:</u>	<u>Quote:</u>
Superior Pumping Services	Hobart, IN	\$21,739.70

Budget/ Finance: Funding in the amount of \$21,739.70 is available in the approved FY2022 Budget.

Budgeted Amount	\$64,000.00
Quote Amount	<u>\$21,739.70</u>
<b>Under Budget</b>	<b>\$42,260.30</b>

Staff Direction Request: Approve the sole source purchase and installation of pumps in the amount of \$21,739.70.

Attachments:

- 1) Quote for pumps and installation of two (2) pumps at Post 3.

**Superior Pumping Services**  
227 Hemlock Ct  
Hobart, IN 46342 US  
jknezevich@superiorpumpingservices.com



# Estimate

**ADDRESS**

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

**ESTIMATE # 1257**  
**DATE 01/18/2021**

**PO**

storm

ACTIVITY	QTY	RATE	AMOUNT
<b>Station Rehab</b> Remove old discharge piping and one pump. install all new SCH 80 PVC. Install new 4 x 4 flygt base elbow with SS guide rail and upper brackets. removal Flygt 4" volute Submersible pump equipped with a 230 Volt / 3 phase / 60 Hz 5 HP 1750 RPM motor, 463 impeller, 1 x 50 Ft. length of SUBCAB 4G4+2x1,5 submersible cable, FLS leakage detector, volute is prepared for Flush Valve customer is responsible for bagging station off and vactoring station clean.	2	10,869.85	21,739.70

.....  
TOTAL **\$21,739.70**

Accepted By

Accepted Date



# Department Memo

Issued/Approved by:  
**Stephen C. Klotz,**  
*Interim Fire Chief Administrator*

A handwritten signature in black ink, appearing to read "Step Klotz".

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**MEMO #21-104**

**Date:** July 13, 2021  
**To:** Patrick Carr, Assistant Village Manager  
**From:** Stephen C. Klotz, Interim Fire Chief Administrator  
**Subject:** Authorize Sole Territorial to Air One Inc, to purchase MSA Air Bottles

**Description:**

We are requesting authorization to replace 120 Air Bottles used for our SCBA (Self Contained Breathing Apparatus) which reached their 15 year end of life at the end of June 2021. We currently have 60 SCBA units and are required to have a spare air bottle for each unit.

**Background:**

We currently applied for a grant in January 2021 to replace all of our SCBA units. As of this date we have not received any information on the status of the grant. The current air bottles have reached their end of life use (15 years) which is mandated by NFPA and DOT Standards. Replacing these bottles will put us in compliance with these standards.

**Budget:**

We presently budgeted \$100,000 towards the replacement of the expired air bottles. The cost to replace 120 air bottles came in under budget at \$78,000.

SCK/mb

Attachment

cc: C. Frankenfield, Finance  
Electronic File



# Air One Equipment, Inc.

360 Production Drive, South Elgin IL 60177  
 Telephone: (847) 289-9000 Fax: (847) 289-9001  
 website: www.aoe.net

# BUDGET QUOTE

FOR: TINLEY PARK FIRE DEPARTMENT  
 6825 W. 174TH ST.  
 TINLEY PARK, ILLINOIS 60477

DATE: 7/13/2021

ATTN: Dep Chief Dan Reda

REF: SCBA CYLINDERS

Qty	Part Number	DESCRIPTION:	Each	Extended
120	10204941	MSA H30 MINUTE (4500PSI) CARBON CYLINDER WITH THREADED CONNECTION FOR EXISTING MSA SCBA	\$650.00	\$78,000.00

Total of All Equipment: **\$78,000.00**

**NOTES:**

1. PER MSA SPECIAL PRICING (MFD) EXPIRES 07/31/2021
2. CAN BE ADAPTED TO G1 SCBA WITH DOVETAIL AND QUICK CONNECT KIT LATER.

**Thank You!**

Estimated Delivery:  
ON REQUEST

Timothy Sarhage, Sales Manager  
Air One Equipment, Inc.

**PUBLIC  
COMMENT**

**ADJOURNMENT**