

NOTICE OF STANDING COMMITTEES

Scheduled for
Tuesday, May 28, 2019,
beginning at 6:30 p.m. in

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

Finance Committee
Marketing Committee
Community Development Committee

A copy of the agendas for these meetings is attached hereto.

Kristin A. Thirion
Clerk
Village of Tinley Park

NOTICE OF A MEETING
OF THE COMMUNITY DEVELOPMENT COMMITTEE

Notice is hereby given that a meeting of the Community Development Committee of the Village of Tinley Park, Cook and Will Counties, Illinois, will begin at 6:30 p.m. on Tuesday, May 28, 2019, in Council Chambers at the Village Hall of Tinley Park, 16250 S. Oak Park Avenue, Tinley Park, Illinois.

1. OPEN THE MEETING.
2. CONSIDER APPROVAL OF THE MINUTES OF THE COMMUNITY DEVELOPMENT COMMITTEE MEETING HELD ON APRIL 9, 2019 AND THE SPECIAL ECONOMIC DEVELOPMENT AND MARKETING COMMITTEE MEETING HELD ON APRIL 10, 2019.
3. DISCUSS PANDUIT INCENTIVE AGREEMENT.
4. RECEIVE REVIEW OF THE OAK PARK AVENUE PLAYBOOK GRANT PROGRAM.
5. DISCUSS OAK PARK AVENUE PLAYBOOK GRANT – CODE COMPLIANCE – RABIH CHAFI, 17451 OAK PARK AVENUE.
6. DISCUSS OAK PARK AVENUE PLAYBOOK GRAND – SIGNAGE - ED & JOES RESTAURANT, 17332 OAK PARK AVENUE.
7. RECEIVE REVIEW OF COOK COUNTY RECLASSIFICATION PROGRAM.
8. DISCUSS COOK COUNTY CLASS 7B RECLASSIFICATION – MARRIOTT HOTEL, 18300 96TH AVENUE.
9. DISCUSS COOK COUNTY CLASS 6B SUSTAINABLE EMERGENCY RELIEF - RG RILEY AND SONS, 17700 DUVAN DRIVE.
10. DISCUSS MASTER POLE AGREEMENT – AT & T.
11. DISCUSS TEXT AMENDMENT – MASONRY.
12. DISCUSS TEXT AMENDMENT – LIGHTING.
13. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION
VILLAGE CLERK

MINUTES
Community Development Committee
April 9, 2019 – 6:30 p.m.
Village Hall of Tinley Park – Council Chambers
16250 S. Oak Park Avenue
Tinley Park, IL 60477

Members Present: M. Glotz, Chairman
B. Younker, Village Trustee
W. Brady, Village Trustee

Members Absent: None

Other Board Members Present: None

Staff Present: D. Niemeyer, Village Manager
P. Carr, Assistant Village Manager
B. Bettenhausen, Village Treasurer
P. Connelly, Village Attorney
P. Wallrich, Interim Community Development Director
K. Workowski, Public Works Director
J. Urbanski, Assistant Public Works Director
C. Zemaitis, Village Engineer
J. Calomino, Code Compliance Officer
K. Karczewski, Code Compliance Officer
L. Valley, Executive Assistant to the Manager & Trustees
L. Godette, Deputy Village Clerk
L. Carollo, Commission/Committee Secretary

Item #1 - The meeting of the Community Development Committee was called to order at 6:35 p.m.

Item #2 – CONSIDER APPROVAL OF THE MINUTES OF THE COMMUNITY DEVELOPMENT COMMITTEE MEETING HELD ON JANUARY 8, 2019 – Motion was made by Trustee Younker, seconded by Trustee Brady, to approve the minutes of the Community Development Committee meeting held on January 8, 2019. Vote by voice call. Chairman Glotz declared the motion carried.

Item #3 – DISCUSS PROACTIVE PROPERTY MAINTENANCE PROGRAM – The Village has had a Property Maintenance/Code Enforcement program for over 25 years, administered as a “reactive” complaint-based program, which has needed improvement in handling some of the more problematic issues having the potential of impacting property values and quality of life in Tinley Park. Staff recommended a new approach to managing code enforcement and the Property Maintenance program, which would be more of a “proactive” approach with systematic windshield surveys in specified zones to ensure high-trafficked areas, industrial and commercial corridors, along with residential subdivisions routinely inspected for significant deviations from the Village’s Property Maintenance Code.

Ken Karczewski, Code Compliance Officer, developed a Proactive Code Enforcement proposal, addressing the goals highlighted below.

- Conduct a windshield survey of every property within corporate limits at least once a year.
- Concentrate proactive enforcement along heavily trafficked areas.

- Ensure commercial areas maintain a high level of cleanliness, well-maintained parking lots and buildings in good condition.
- Protect residential property value by addressing property neglect prior to larger long-term issues.
- Maintain aggressive, but sensible enforcement protocols.
- Identify opportunities addressing foreclosed properties.
- Investigate opportunities addressing vacant property issues.
- Identify property maintenance issues relating to rental housing.

Vacant property registration and rental housing inspections have additional staffing and costs related to them and will therefore be addressed in the future. The goals of the code compliance inspectors will be to complete a cursory visual inspection of all properties within the Village annually, identify any obvious property maintenance violations and to have the violations abated, which will be made possible by utilizing zones, minimal checklists and utilization of new software and technology. No additional staff or cost would be associated with this program. While the level of enforcement will remain consistent with current standards, it is assumed there will be an increased number of violation notices and possibly tickets and fines. The goal is compliance with consistent and fair enforcement of the code; this is not for purposes of revenue generation.

Code compliance officers, Ken Karczewski and Jim Calomino were present to answer any questions.

The Community Development Department will work with the Marketing Department to investigate most effectively how to educate the residents of the Village's expectations regarding property maintenance and offer assistance when necessary. The Community Development Committee was in favor of the new proactive approach to code enforcement and the Property Maintenance program.

Item #4 – DISCUSS PROCHAMPS AGREEMENT - In conjunction with the proactive approach to code enforcement, staff met with a representative from ProChamps to investigate the opportunity of using the company's resources as another tool in property maintenance compliance. As staff has limited resources available to track property ownership, ProChamps offers an electronic foreclosure registration process whereby foreclosed properties are required to register on a semi-annual basis. The Village would charge a negotiable fee; however, ProChamps would retain \$100 for each registration. The standard recommended semi-annual fee is \$300.

ProChamps also offers other services including vacant property registration and rental registration and licensing. ProChamps would be responsible for all administrative duties within the registration process, saving code compliance officers time and all necessary property information could be easily accessed by the code compliance officers, including collection and remittance of the registration of fees. ProChamps would monitor publicly recorded property foreclosure filings within the Village. Fees would be collected from commercial and residential properties; however, the Village would have the option to require registration from only specific land uses.

Stan Urban of ProChamps was present to answer any questions.

The Community Development Committee discussed and was in favor of the inclusion of all land uses and the proposed 2-year agreement with ProChamps. A 30-day notice would be required if the Village chose to discontinue services. The Foreclosure Property Registration program would also aid individuals interested in purchasing foreclosed properties. The Committee was also in favor of charging a 10% late fee, with ProChamps retaining 20% of the late fee. Additionally, there is a potential to create revenue ranging from \$102,000 to \$128,000.

Staff recommended entering into a partnership with ProChamps to create a Foreclosure Property Registration program.

Motion was made by Trustee Younker, seconded by Trustee Brady, to recommend entering into a 2-year agreement with ProChamps to create a Foreclosure Property Registration program be brought forward to the Village Board meeting to be held on April 16, 2019, for approval. Vote by voice. Chairman Glotz declared the motion carried.

Item #5 – DISCUSS LAKOTA ADDITIONAL SERVICES – HARMONY SQUARE - On June 19, 2018, the Village Board approved a Professional Services Contract with The Lakota Group for Harmony Square design services in an amount not to exceed \$180,000 and \$9,000 in expenses.

Staff has been meeting regularly to finalize plaza design in preparation of developing construction documents for bidding purposes. Specialty design consultants will be hired to develop the specialty plaza elements, which will require an architect and fountain designer. Lakota will be responsible for the ice rink design and operations.

Lakota has provided a contract adjustment request, which provides fees for these specialty design services in an amount not to exceed \$227,050, previously ranging \$260,000 to \$335,000. Lakota will also be responsible for coordination, design and analysis related to the purchase or rental of an ice rink and ice skates in an amount not to exceed \$66,000, including the coordination of all specialty sub-consultants.

Upon approval of this adjustment, the total contract with The Lakota Group will be in an amount not to exceed \$416,050.

Staff requested approval of the contract adjustment request by The Lakota Group in an amount not to exceed \$227,050, for the specialty design services for Harmony Square. P. Wallrich, Interim Community Development Director asked if the Committee had any questions. No one came forward.

Motion was made by Chairman Glotz, seconded by Trustee Younker, to recommend the contract adjustment request by The Lakota Group in an amount not to exceed \$227,050, for the specialty design services for Harmony Square be brought forward to the Village Board meeting to be held on April 16, 2019, for approval. Vote by voice. Chairman Glotz declared the motion carried.

Item #6 – RECEIVE COMMENTS FROM THE PUBLIC - No comments from the public.

ADJOURNMENT

Motion was made by Trustee Brady, seconded by Trustee Younker, to adjourn this meeting of the Community Development Committee. Vote by voice call. Chairman Glotz declared the motion carried and adjourned the meeting at 6:55 p.m.

lc

MINUTES
Special Meeting of the Economic Development and Marketing Committee
April 10, 2019 – 5:30 p.m.
Village Hall of Tinley Park – Council Chambers
16250 S. Oak Park Avenue
Tinley Park, IL 60477

Members Present: C. Berg, Chairman
M. Pannitto, Village Trustee
J. Curran, Village Trustee

Members Absent: None

Other Board Members Present: None

Staff Present: D. Niemeyer, Village Manager
P. Carr, Assistant Village Manager
B. Bettenhausen, Village Treasurer
M. Zonsius, Assistant Village Treasurer
P. Connelly, Village Attorney
D. Framke, Marketing Director
P. Hoban, Economic Development Manager
L. Valley, Executive Assistant to the Manager and Trustees
L. Godette, Deputy Village Clerk
L. Carollo, Commission/Committee Secretary

Item #1 - The Special Meeting of the Economic Development and Marketing Committee was called to order at 5:42 p.m.

Item #2 – CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL ECONOMIC DEVELOPMENT AND MARKETING COMMITTEE MEETING HELD ON FEBRUARY 26, 2019 – Motion was made by Trustee Pannitto, seconded by Trustee Curran, to approve the minutes of the Special Economic Development and Marketing Committee meeting held on February 26, 2019. Vote by voice call. Chairman Berg declared the motion carried.

Item #3 – DISCUSS OAK PARK AVENUE GRANT FOR CYNTHIA CECOTT, VETERINARY CLINIC OF TINLEY PARK, 17745 OAK PARK AVENUE - The Oak Park Avenue Playbook Grants were created to encourage investment and offset development costs in the older commercial buildings located within downtown Tinley Park's Legacy Districts.

Cynthia Cecott, owner of Veterinary Clinic of Tinley Park, plans to expand at 17745 S. Oak Park Avenue. The project will include a new façade, new sign, new landscaping and renovation of the current space and adjacent spaces, including installation of fire alarm and sprinkler systems.

A single business may request matching funds up to \$70,000 per location. The Façade and Code Compliance Grants are matching grants up to \$35,000. The Sign and Landscaping Grants are matching grants up to \$5,000.

The Economic and Commercial Commission (ECC) reviewed and recommended these grants on March 11, 2019. Staff recommended approval of a Façade Grant of \$15,250, Sign Grant of \$4,433,

Landscaping Grant of \$5,000 and a Code Compliance Grant of \$33,627, totaling \$58,310 in grants for Cynthia Cecott to renovate 17745-17747 Oak Park Avenue.

Dr. Cynthia Cecott was present. Trustee Berg thanked Dr. Cecott for her efforts in undertaking this project. The building is estimated to be over 40 years old. Chairman Berg asked the Economic and Marketing Committee if there were any questions. No one came forward. The Committee was unanimously in favor of the plans for the building.

Motion was made by Chairman Berg, seconded by Trustee Curran, to recommend approval of four (4) Oak Park Avenue Playbook Grants; Façade Grant of \$15,250, Sign Grant of \$4,433, Landscaping Grant of \$5,000 and a Code Compliance Grant of \$33,627, totaling \$58,310 to Cynthia Cecott be placed on the agenda for the Village Board meeting scheduled on April 10, 2019. Vote by voice. Chairman Berg declared the motion carried.

Item #4 – DISCUSS CITIZEN SURVEY - National Research Center, Inc (NRC), is a leading survey research and evaluation firm focusing on information requirements of the public sector, including local governments.

The Marketing Department recommended the Village contract with the National Research Center (NRC) to facilitate a community assessment survey. The survey results would provide a databased picture of residents' needs and perspectives and allow the Village to benchmark Tinley Park to other similarly sized communities. Results would also provide comprehensive data on government services, policies and management, which would be measured against NRC's resident opinion database and would be integral in updating the Village's Strategic Plan.

The cost to facilitate this comprehensive survey is \$17,435, which includes basic surveying and a custom benchmark comparison based on region and population. Deliverables would include full facilitation of the survey including staff coordination with survey development; sample selection, preparation and mailing of a five page survey to 1700 households; printing and mailing costs; geocoding, programming and hosting a web version of the survey; data entry and analysis and a full report of results. The Village will also make the survey available online.

This four month survey and evaluation process would begin in late May/early June with final reports available in September/October. Funding is available and appropriated in the FY-19 Marketing Budget.

D. Framke, Marketing Director stated the Village did a similar type of survey 3 years ago; however, benchmarking was not performed. NRC survey results would include local as well as nationwide comparative communities. Chairman Berg asked what the difference is between ESRI (Environmental Systems Research Institute) and the citizen survey. P. Hoban, Economic Development Manager stated ESRI is used for overall demographic data, whereas the survey results would be direct feedback from the citizens. Trustee Pannitto asked how this survey will be used. D. Niemeyer, Village Manager stated the results of the survey will help the Village develop priorities in the future. Chairman Berg asked if the duration of survey validity is 3 years. Mr. Niemeyer stated 3 years would provide the Village a good benchmark.

Motion was made by Chairman Berg, seconded by Trustee Curran, to recommend the Citizen Survey be placed on the agenda for the Village Board meeting scheduled April 16, 2019, for approval. Vote by voice. Chairman Berg declared the motion carried.

Item #5 – DISCUSS CHICAGO SOUTHLAND INTERSTATE ALLIANCE INTERGOVERNMENTAL AGREEMENT - The mayors of Mokena, Orland Park and Tinley Park

formed the Chicago Southland Interstate Alliance (CSIA) to encourage development along the I-80 corridor. CSIA is a public/private partnership between the Villages of Mokena, Orland Park, Tinley Park, the Chicago Southland Chamber of Commerce, American Technical Publishers, Ozinga, Panduit and Will County CED (Center for Economic Development).

CSIA's goal is to market regionally and sell locally. CSIA plans to market the corridor's workforce, quality of life and vacant land to attract technical and office-focused development. CSIA will create a website and share marketing materials at tradeshows. To fund development and promotion of the marketing materials, CSIA recommended each village contribute \$10,000, for a total of \$30,000 to start the partnership.

The CSIA funds are to be governed by CSIA's executive board, comprised of the mayors of Mokena, Orland Park and Tinley Park. The mayors shall appoint a president, vice president and treasurer of the executive board, and each shall serve without compensation. The mayors shall alternate roles every two (2) years. CSIA plans to approach additional partners along the I-80 corridor for contributions to expand the marketing campaign.

Staff requested the Village pledge \$10,000 and enter into an Intergovernmental Agreement with the Villages of Mokena and Orland Park with the intent to fund shared marketing to promote available real estate along the I-80 corridor.

A representative from Ozinga was present. Of note; Orland Park has already agreed to the Intergovernmental Agreement and Mokena will be reviewing it shortly. Mr. Hoban stated the borders within Tinley Park would be 191st Street to 183rd Street along I-80, and Tinley Park is the most mature section of the I-80 corridor. It was explained the goal of the CSIA is to work together as a whole so everyone may benefit. Startup cost is \$10,000 from each community, and businesses within the I-80 corridor will also be approached for investment interest as well. Mr. Niemeyer explained within the Agreement it does state if the balance should fall below \$10,000, more funds may be needed. Chairman Berg asked the Committee if there were additional questions. No one came forward.

Motion was made by Chairman Berg, seconded by Trustee Curran, to recommend Chicago Southland Interstate Alliance (CSIA) Intergovernmental Agreement be placed on the agenda for the Village Board meeting to be held on April 16, 2019. Vote by voice. Chairman Berg declared the motion carried.

Item #6 – DISCUSS PANDUIT INCENTIVE REQUEST - Panduit began preparing for residential development on the 36-acre site as outlined in the Legacy TIF Redevelopment Plan at 6200 175th Street. Panduit started demolishing the building in June 2018 and completed demolition in December 2018. To continue site preparation, an environmental study is required, which is a TIF eligible expense.

The Legacy TIF Redevelopment Plan:

- Identifies converting a portion of the land currently occupied by Panduit and the ABC Supply Co. from office/restricted industrial to residential use.
- Identifies addressing environmental problems that are or may be associated with properties as the tenth key recommendation for the Redevelopment Project Area.
- Identifies the need to provide cleanup of hazardous waste, hazardous substances, or underground storage tanks required by state or federal law where there is a material impediment to the development or redevelopment of the Redevelopment Project Area as the eighth objective for the Redevelopment Project Area.
- Allocated \$5,500,000 for property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights or interests herein, demolition of buildings, site

preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to, parking lots and other concrete or asphalt barriers, and the clearing and grading of land, as provided for by 65 ILCS 5/11-74.4-3(q)(2).

Panduit requested a \$200,000 (Tax Increment Financing) TIF incentive as increment accrues to perform an environmental study at 6200 175th Street. This incentive is for a Phase II study; the Phase I study identified the need to progress to a phase II study.

The consensus of the Committee was to bring forward Panduit's request of a \$200,000 TIF incentive to perform an environmental study at 6200 175th Street to the Economic and Commercial Commission (ECC) for review.

Item #7 – RECEIVE COMMENTS FROM THE PUBLIC - No comments from the public.

ADJOURNMENT

Motion was made by Chairman Berg, seconded by Trustee Curran, to adjourn this Special Meeting of the Economic Development and Marketing Committee. Vote by voice call. Chairman Berg declared the motion carried and adjourned the meeting at 5:58 p.m.

lc



Interoffice Memo

Date: May 28, 2019

To: Trustee Mueller, Chair
Community Development Committee
Dave Niemeyer, Village Manager

From: Patrick Hoban, CECD, EDFP
Economic Development Manager

Subject: Panduit Incentive Request

BACKGROUND

Panduit began preparing their 36-acre site on the east side of town for a residential development as outlined in the Legacy TIF's Redevelopment Plan. Panduit started demolishing the building in June of 2018 and completed demolition in December of 2018. To continue site preparation an environmental study is required which is a TIF eligible expense.

DISCUSSION

Panduit is requesting a TIF incentive of \$200,000 as increment accrues to perform an environmental study at 17301 S. Ridgeland Ave. (PIN: 28-29-300-034-0000). This incentive is for a Phase II study; Phase 1 study identified the need to progress to Phase II.

The Legacy TIF's Redevelopment Plan identifies converting a portion of the land currently occupied by Panduit and the ABC Supply Co. from office/restricted industrial to residential use.

The Legacy TIF's Redevelopment Plan identifies addressing environmental problems that are or may be associated with properties as the 10th key recommendation for the Redevelopment Project Area.

The Legacy TIF's Redevelopment Plan identifies the need to provide for the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or Federal law where these are a material impediment to the development or redevelopment of the Redevelopment Project Area as the 8th objective for the Redevelopment Project Area.

The Legacy TIF's Redevelopment Plan allocated \$5,500,000 for property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights or

interests herein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to, parking lots and other concrete or asphalt barriers, and the clearing and grading of land, as provided for by 65 ILCS 5/11-74.4-3(q)(2).

INCENTIVE POLICY CHECKLIST

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

- The project will not create a burden and will effectively utilize the existing Village infrastructure.
- Due to its location in the Legacy TIF, this project meets the Target Development Area Incentive Policy requirement.

STRATEGIC PLAN CHECKLIST

- Long-Term Complex, Tier 2 and Economic Development Strategy 9: Redevelop Panduit TIF site; see improvements at the 45-acre site on the east side of town

BENEFITS

The project will be an enhancement to the Village by inducing development in a targeted development area.

REQUEST

Staff is seeking direction regarding the approval of a TIF incentive of \$200,000 as increment accrues to perform an environmental study at 17301 S. Ridgeland Avenue for Panduit Corp. The Economic and Commercial Commission recommended this item for approval on April 15. Staff is prepared to present this item at the June 4th Village Board meeting.





ATTORNEYS AT LAW
151 North Franklin Street
Suite 2500
Chicago, IL 60606

312-704-3000
312-704-3001 (fax)
www.hinshawlaw.com

Dean E. Parker
dparker@hinshawlaw.com

March 1, 2019

VIA EMAIL

Patrick Hoban
Economic Development Manager
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60577

**Re: Request for Consideration of TIF Redevelopment Agreement
17301 S. Ridgeland Avenue, Tinley Park**

Dear Mr. Hoban:

Confirming our discussion, Panduit Corp., the current owner of the property, entered into an agreement to sell a portion of the land to DR Horton – Midwest (“DR Horton”). DR Horton has engaged in discussions with the Village concerning a concept plan for a potential redevelopment but has determined it does not wish to proceed without evidence that an acceptable Phase II environmental investigation has been conducted.

As you know, environmental investigation expenses are TIF eligible expenses suitable for reimbursement. Panduit Corp. has determined that it is willing to engage an environmental engineering firm to conduct the Phase II environmental investigation if the Village is willing to enter into a reimbursement agreement that would provide for the following:

- Reimbursement to Panduit Corp. for the cost of the Phase II (estimated approximately \$200,000).
- The reimbursement would be on a “pay as you go” basis, funded solely from tax increment generated by the parcels currently owned by Panduit Corp. - only if and to the extent tax increment is actually generated.
- This would be first priority reimbursement and would be reimbursed first from tax increment generated by these parcels in advance of reimbursement of other TIF eligible expenses.
- Tax increment is expected from implementation of a concept plan agreed to between DR Horton and the Village or another concept plan acceptable to the Village in the event DR Horton elected not to proceed with the project.

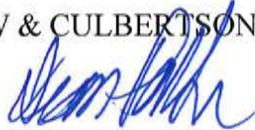
Patrick Hoban
March 1, 2019
Page 2

The arrangement would be subject to a definitive reimbursement agreement materially acceptable to the Village and Panduit. We request that the Village consider and advise as to its willingness to enter into such an agreement as soon as practicable.

Please feel free to contact me should you have any questions.

Very truly yours,

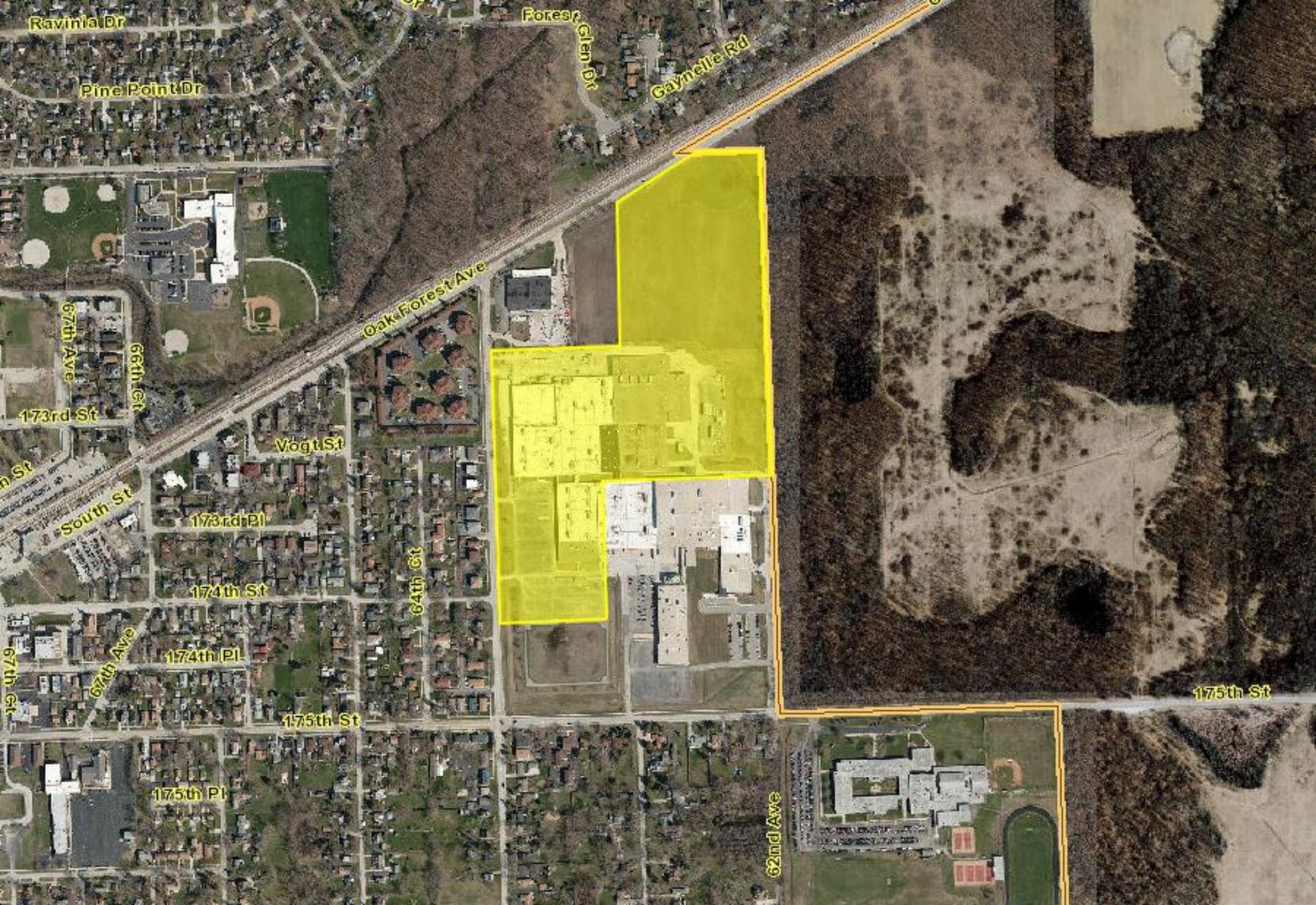
HINSHAW & CULBERTSON LLP



Dean E. Parker

DEP:gar

cc: Kimberly Clarke
Paula Wallrich
Jeffrey Jennings
Christopher Clancy, Esq.



Ravinia Dr

Forest Glen Ct

Gaymelle Rd

Pine Point Dr

Oak Forest Ave

67th Ave

66th Ct

173rd St

Vogt St

173rd Pl

South St

174th St

64th Ct

174th Pl

67th Ave

67th Ct

175th St

175th Pl

175th St

62nd Ave



Interoffice Memo

Date: May 28, 2019

To: Trustee Mueller, Chair
Community Development Committee
Dave Niemeyer, Village Manager

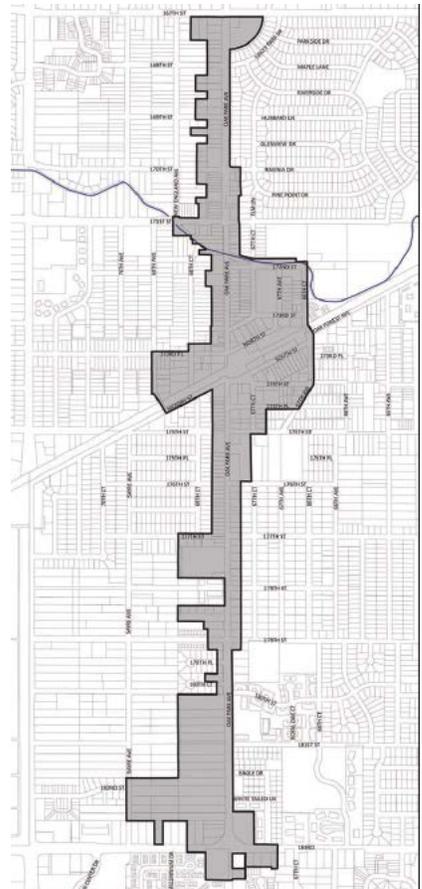
From: Patrick Hoban, CEcD, EDFP
Economic Development Manager

Subject: Oak Park Playbook Presentation

BACKGROUND

In June of 2017, Mayor Vandenberg met with Staff to discuss the creation of economic development strategies to assist downtown businesses and address vacancies along Oak Park Avenue. Staff worked with the Economic and Commercial Commission and the Economic Development and Marketing Committee to develop specific programs that will meet the Mayor's goals. Initially, the team identified seventeen (17) different tactics aimed at assisting downtown businesses. (Attachment A provides a complete list of all 17 concepts). After some discussion and further analysis, Staff focused their efforts on five (5) specific grant programs referred to as the *Oak Park Playbook Grants*. The Village Board approved the following Oak Park Playbook Grants on May 15, 2018.

1. Façade Grant Provides funding to assist owners of existing buildings, or businesses within them to upgrade their building facades. The goal of the Façade Grant Program is to improve the appearance of existing buildings consistent with the Village's Architectural Guidelines.
2. Code Compliance Grant Provides funding to enhance the pedestrian experience and aesthetic quality of the downtown Legacy Districts. The goal is to provide an



incentive for property owners to bring their buildings into conformance with Village Building and Fire Code by installing such things as fire protection systems and alarms to improve the quality of the building stock.

3. Retail Grant Provides funding to assist owners of existing buildings with retail businesses to upgrade their building. The goal of the Retail Grant Program is to assist with the start-up of small independent retailers with expenses generally associated with a move into new commercial space.
4. Sign Grant Provides funding to enhance the pedestrian experience and aesthetic quality of the downtown Legacy Districts. The goal is to introduce creative and attractive signs that will complement the downtown (consistent with the Village’s Sign Design Guidelines) and remove non-conforming signs.
5. Landscape Grant Provides funding to assist owners of existing buildings, or businesses within them by upgrading their landscaping. The goal of the Landscape Grant Program is to help property owners improve the aesthetics of downtown Tinley Park.

FUNDING

The approved budget provided a total funding level of \$350,000 for the Oak Park Playbook grants distributed in the following categories:

- \$55,000 for matching Signage Grants up to \$5,000 each.
- \$70,000 for matching Façade Improvement Grants up to \$35,000 each.
- \$140,000 for matching Code Compliance Grants up to \$35,000 each.
- \$70,000 for matching Retail Grants up to \$35,000 each.
- \$15,000 for matching Landscape Grants up to \$5,000 each.

CAP

A property is eligible for a maximum of \$70,000 in matching grants. Property is not eligible for grants if it received and incentive over the past ten years.

DISCUSSION

To date the Village Board approved the following Oak Park Avenue Playbook grants:

Date	Applicant	Grant	Amount	Total
February 5, 2019	Sip	Code Compliance	\$35,000	\$70,000
		Retail	\$35,000	
March 5, 2019	Cuzin’s Downtown Tinley Dental	Code Compliance	\$15,000	\$15,000
		Sign	\$2,359	\$2,349
April 10, 2019	Tinley Vet Clinic	Code	\$33,627	\$58,310
		Façade	\$15,250	
		Landscape	\$5,000	



Sign

\$4,433

\$145,669

REMAINING FUNDS

The Village approved 3 Code Compliance, 2 Sign, 1 Facade, 1 Landscape and 1 Retail grant totaling \$145,669. These grants leave \$204,331 remaining funds to improve buildings in the Legacy District with \$7,870 pending approval.

STRATEGIC PLAN CHECKLIST

- Long-Term Complex, Tier 1 and Economic Development Strategy 4: See ongoing downtown development, and reinvestment continue.

REQUEST

None as this memo is for informative purposes only.





Interoffice Memo

Date: May 28, 2019

To: Trustee Mueller, Chair
Community Development Committee
Dave Niemeyer, Village Manager

From: Patrick Hoban, CECD, EDFP
Economic Development Manager

Subject: Rabih Chafi Code Compliance Grant

BACKGROUND

Susan Chafi (Applicant), the owner of 17451 Oak Park Avenue, Tinley Park, plans to install a fire alarm system. The fire alarm system is a requirement of the owner's Conditional Certificate of Compliance issued by the Community Development Department.

DISCUSSION

The Applicant is requesting a \$5,375 Code Compliance Grant to install a fire alarm system at 17451 Oak Park Ave. (PIN: 28-30-418-005-0000). The subject property includes a two story 4,279 SF mixed use building built in 1945. The two spaces on the top floor are residential. A barbershop occupies one unit on the main floor. The remaining 588 SF commercial space is available for lease. The site also features 10 parking spaces.

The Code Compliance Grant is a matching grant up to \$35,000. A single business can request matching funds up to \$70,000 per location.

The Oak Park Avenue Playbook Grants were created to encourage investment and offset development costs in



our older commercial building stock located within downtown Tinley Park's Legacy Districts.

INCENTIVE POLICY CHECKLIST

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

- The project will not create a burden and will effectively utilize the existing Village infrastructure.
- Due to its location in the New Bremen TIF, this project meets the Target Development Area Incentive Policy requirement.

STRATEGIC PLAN CHECKLIST

- Long-Term Complex, Tier 1 and Economic Development Strategy 4: See ongoing downtown development, and reinvestment continue.

BENEFITS

The project will be an enhancement to the Village by improving a vacancy to attract tenants in a targeted development area.

REMAINING FUNDS

The Village approved 3 Code Compliance, 2 Sign, 1 Facade, 1 Landscape and 1 Retail grant totaling \$145,669. These grants leave \$204,331 remaining funds to improve buildings in the Legacy District with \$2,495 pending approval.

REQUEST

Staff is seeking direction regarding the approval of a matching \$5,375 Code Compliance Grant to install a fire alarm system for Susan Chafi to improve 17451 Oak Park Avenue. The Economic and Commercial Commission has not recommended this item for approval as their May 10 meeting was canceled. Staff is prepared to present this item at the rescheduled ECC meeting on May 31 and then to the Village Board at their June 4 Village Board meeting.





Code Compliance Grant Program

Application Form

A. Applicant Information

If Applicant is not the owner of the subject property the owner must sign this application (below) signifying they are aware of the improvements proposed as part of this grant application.

Name: SUSAN CHAFI
 Mailing Address: 10013 Menard Ave
 City, State, Zip: Oak Lawn, IL 60453
 Phone Number: 708-752-1130
 Fax Number: _____
 Email Address: RABICHChafi TRUST@gmail.com

B. Property Information

The identity of the owner and beneficiary of any land trust.

Property Owner(s): SUSAN CHAFI
 Mailing Address: 10013 Menard Ave
 City, State Zip: OAK LAWN IL 60453
 Property Address: 17451 OAK PARK AVE, Tinley Park
 Permanent Index No. (PINs): _____
 Existing land use: _____
 Zoning District: _____
 Lot dimensions and area: _____

C. Application Information

Description of proposed project (use additional sheets or attach a Project Narrative if necessary):

Fire alarm system as required by the Village.

Is the applicant aware of any Variances required from the terms of the Zoning Ordinances? Yes No
If yes, explain (note that a separate Variation application will be required to be submitted):

The Applicant certifies that all of the above statements and other information submitted as part of this application are true and correct to the best of his or her knowledge.

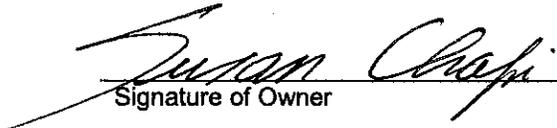
Susan Chafi
Signature of Applicant

4-19-19
Date

By signing below (next page), the owner of the property, (if not the Applicant) is aware of the Applicant's proposed improvements and approves of the Applicant's request for funding under the Village of Tinley Park's Oak Park Playbook Incentive.



Code Compliance Grant Program


Signature of Owner

4-19-19
Date

Application Requirements

A complete application for approval consists of the following items submitted in a comprehensive package:

1. The application form, completed and signed by the Applicant and/or property owner(s) of record.
2. A written project narrative describing the general nature of the project and outlining specific aspects of the proposal and matching grant funds requested.
3. Plans and any other information pursuant to the Submission Checklist (below).

An application will not be accepted or processed until all of the items above have been submitted.

Checklist for Code Compliance Grant

- One completed Build-Out Interior Remodel Permit Application.
- One completed Commercial/Industrial Permit Application, including all contractor/subcontractor information (included in Build Out Interior Remodel Permit Application).
- One completed emergency information sheet (included in Build Out Interior Remodel Permit Application).
- Letter of intent describing new occupant's business practice.
- A letter defining scope of work.
- Four (4) sets of architecturally stamped and signed plans, showing any building, HVAC, electric, plumbing work. **If water meter is already installed, please indicate placement. If water meter is required, please indicate placement and size of the water meter.**
- Please indicate placement of fire sprinkler heads. If heads will be relocated, fire protection plans are required. Three (3) copies of engineered plans of any fire suppression/protection system plans with completed permit application submitted to the Fire Department at 17355 S. 68th Court. **Build-out/Remodel permits will not be released until the fire suppression/protection system permit is submitted.**
- Four (4) copies of a floor plan and layout of furniture/shelving/table, etc., placement must also be submitted.
 - Provide calculations for occupancy load and door width capacities.
 - Provide calculations/documentation for aisle widths areas adjacent to seating.
- At the Building Officials discretion, architectural stamped and signed plans may be required depending on the extent of work involved.



**VILLAGE OF TINLEY PARK
CONDITIONAL
CERTIFICATE OF COMPLIANCE**

In accordance with the requirements of the Village of Tinley Park, Illinois, the issuance of this Conditional Certificate of Compliance to Rabih Chaffi Trust located at 17451 Oak Park Avenue in Tinley Park, Illinois. This is to verify that the building has been inspected and found to be in compliance with zoning requirements of the Village; and that the work has been completed in accordance with the provision of the Village of Tinley Park Building Codes with the following conditions to be completed by June 15, 2019:

PLANNING

According to Section XII, your property is required to provide the below items:

1. A rack for bike parking. A minimum of two.
2. Shade trees spaced no greater than 25' apart placed between the curb and sidewalk area. The one tree that was installed does not meet the minimum 2.5" caliper in size. *one*) parkway tree *is* needed.

The following condition must be completed by December 31, 2019:

FIRE

1. Fire alarm system will need to be installed within a year.

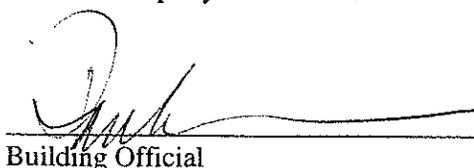
If said conditions are not completed, a penalty not to exceed Seven Hundred Fifty Dollars (\$750) may be imposed for each day the violation continues in accordance with Ordinance #2002-0-046, Section 104.

Please sign and return this original document to the Building Department as soon as possible to acknowledge the following:

It is agreed that the following conditions will be met within the time frame allowed. Please contact the Building Department at (708) 444-5100 for re-inspection. We will contact the appropriate departments for re-inspection and approval. When all corrections and conditions have been completed and approved, a Certificate of Compliance will be issued.


Business/Property Owner

Dated: 4-11-19


Building Official

Dated: 1.11.19



Advanced Fire & Security Systems, Inc.
12540 Holiday Drive - Unit C
Alsip, Illinois 60803
Phone (708) 385-2149
Fax (708) 385-2605

July 19, 2018

Attn: RabihChafi

Re: 17451 S Oak Park Ave
Tinley Park, Illinois 60477

As requested, we have prepared this proposal for the Fire Alarm System at the above referenced location. This project is priced per available drawings and specifications and is limited to the following scope of work.

Scope of Work:

- 1 Fire Alarm Panel
- 1 Fire Alarm Annunciator
- 1 Fire Alarm Transmitter
- 6 Pull Stations
- 2 Heat Detectors
- 1 Monitor Module
- 1 Smoke Detector
- 6 Horn/Strobes
- 2 Strobes
- LOT Installation Drawings
- LOT Fire Alarm Panel Programming
- LOT Inspection & Testing
- LOT Freight Charges

Advanced Fire & Security Systems, Inc. proposes to furnish the above, subject to our Standard Terms and Conditions, for the sum of: **\$ 6,780.00**

Option #1 – Installation:

LOT Conduit, Wire, Fittings, Boxes, Etc.

Advanced Fire & Security Systems, Inc. proposes to furnish the above, subject to our Standard Terms and Conditions, for the sum of: **\$ 6,940.00**

NOTES:

1. This proposal DOES NOT include installation, installation material, wire, fittings, conduit, etc. or any labor services unless specified above.
2. This proposal is priced per building owner's ability to provide access to building during regular work hours.
3. Advanced Fire may withdraw this proposal if not accepted within 60 days from date shown.
4. Payment schedule: Net 30 Days

I trust this proposal covers all aspects in question. If you have any further questions or need something clarified or added, please do not hesitate to call.

Sincerely,
Jeff Lavery

LICENSED

INSURED



COMPUTERIZED COMMERCIAL & RESIDENTIAL SECURITY • HOME THEATER

P.O. Box 2593, Orland Park, IL 60462

(708) 425-9797

e-mail: policetronics@yahoo.com

August 7, 2018

RE: Rabih Chafi
17451 Oak Park Ave.
Tinley Park IL. 60477

Police Tronics is proposing to install the following Fire Alarm System for the address referenced above. As a valued customer, your safety and satisfaction are our number one priority. Below, you will find a system designed to meet your Life Safety Needs as required by the Fire Marshall of Tinley Park.

- 1 MS-9200 UDLS
- 1 Smoke Detector
- 2 Addressable Thermal Detectors
- 2 Addressable Monitor Modules
- 3 Strobes (Inside)
- 2 Horn Strobes
- 6 Pull Stations
- 2 Outside Strobes

All of the above work stated above will be piped in 3/4-inch red pipe.

TERMS AND CONDITIONS

1. The obligation of Police Tronics Inc., under this agreement is limited to furnishing of Labor & Material of work described in this proposal scope of work only. All extra or additional work will be over and above original quoted contract price shall require additional payment of time and materials. There are no warranties contained herein. All work is guaranteed to be as specified. All work will be completed in a neat and workman-like manner, according to specifications submitted per standard practices to the extent reasonable possible.
2. Payment shall not exceed more than thirty days from date of invoice. All invoices over 30 days shall be subject to a service fee of 1-1/2% per month (18% annum). Moreover, Police Tronics Inc. reserves the right to cease work on the project if at any point a payment that is more than 30 days old until Customer brings its account current. Such cessation shall not be treated as a breach of this contract nor a reason for termination of Police Tronics Inc. from the job. Furthermore, a waiver by Police Tronics Inc. of its right to cease work as outlined herein does not cost Police Tronics Inc. its right to cease work at a future date for the same late payment or for another late payment. Payment to Police Tronics Inc. as described in contract is not contingent on any payments by the owner or its representative and is not contingent on any payment to any other entity. Any attorney and legal fees and costs incurred by Police Tronics Inc. arising from the enforcement of this agreement or collection of any amounts due shall be paid by Customer or its representative or bonding company.
3. Building locations and other layout are to be marked clearly **with maximum offset markings of 20 feet**. Police Tronics Inc. assumes no responsibility for delays or improperly located work or materials resulting from incorrect engineering, unspecified changes or supervisory errors made by owner or construction manager.
4. Secure storage shall be supplied by customer for all tools and material stored on job site. Any theft and or damage of said equipment and or material shall be Customer's responsibility.
5. WORKING CONDITIONS:
 - a. Workday is based on Monday through Friday at eight hours per day from **7am to 3:30pm**, unless specified differently under special conditions.
 - b. Delays due to weather, material shortages, strikes, other contractors, improperly prepared conditions, including acts of GOD, etc., are beyond Police Tronics Inc.'s control and Police Tronics Inc. cannot be held responsible or liable for them.
 - c. Winter protection or extreme heat protection is not part of this contract unless specified in this contract.
6. Police Tronics Inc. will not be held responsible for damage done to work after placement of material. Customer agrees to indemnify and hold harmless Police Tronics Inc. for any damage done to work after placement.
7. Police Tronics Inc. will not be held responsible for any injuries that occur during the construction. Customer agrees to indemnify and hold harmless Police Tronics Inc. for any injuries that occur.
8. Customer will waive all consequential and punitive damages, including lost profits, as can be assessed against Police Tronics Inc. as they are uncontrollable and unforeseeable.
9. Discrepancies: Police Tronics Inc. must be notified and receive in writing any changes in specifications and/or blueprints from the original project bid. Many of these changes can influence the original cost of this contract and could also affect project production. All discrepancies involving or affecting work by Police Tronics Inc. must be made prior to any corrections or changes to work done by Police Tronics Inc., Inc. Unjustified credits will not be honored without pre-approved written consent by a Police Tronics Inc. Project Manager or Supervisor. No Waiver of Lien will be released until differences are resolved and payment in full for the completed work is achieved.
10. This price is based on plans and specifications spelled out in the Scope of Work section within this proposal. A signed and dated copy is needed prior to starting work. If a signed copy is not returned and a PO is issued this PO shall be held to the same conditions of this proposal.

11. If Customer fails to pay for any or all work done by Police Tronics Inc., Customer agrees to pay all associated attorney's fees including, but not limited to, a mechanic's lien or a lawsuit, in order to recover all compensation and interest owed to Police Tronics Inc.
12. This contract shall be governed and construed in accordance with the laws of Illinois, excluding that State's choice of-law principles, and all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of Illinois, excluding that State's choice-of-law principles.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

****NOTE: Please Read:**

All Additions by Village of Tinley Park are EXTRA. Entire Job will be installed in ¾ EMT Conduit, Split into 4 NACS.

Payments: ½ Due at time of Proposal Acceptance, 40% due upon completion of Job, remaining 10% is due upon time of Fire Department Test/walkthrough with Fire Marshall.

Permits, Reviews, and Inspections are EXTRA.

Annual Fire Inspection per Year \$295.00 and \$95.00 for Reports to be filed with Governing Bodies to be completed by our NICET Certified Technicians.

110 Power source for Panel is Clients responsibility.

Engineered Fire Alarm Plans: \$1,000.00 (Included in total)

Balance Due: \$13,500.00

Acceptance of Agreement: _____ Date: _____

Mr.

Acceptance of Agreement: _____ Date: _____

Mr. Anthony Horvath – PoliceTronics

****Please Contact Anthony Horvath with any questions at 708-945-7275****



April 8, 2019

**Project: 17451 Oak Park Ave
Tinley Park, IL 60477**

Mr. Chafi,

Thank you for the opportunity to bid on your project. The following is proposal is for installing a new fire alarm system.

FIRE ALARM SYSTEM

Quality Integrated Solutions, Inc. (QIS) will supply, install, and program a new fire alarm system. All work listed below is based on the walk through with the client.

QIS will provide dedicated blueprints and battery calculations for job listed above once proposal is accepted. All sprinkler devices including tampers and water flows will be installed and provided by others. Final termination on water flow and tampers will be done by QIS.

QIS will program and test the system, (i.e., smoke detectors, pull stations, heat detectors, water flows, and tampers), and test 100% of system once all electrical work is complete

The following components will be provided with the fire alarm system.

- Honeywell Addressable Fire Alarm Panel **per NFPA**
- Addressable Smoke Detectors **per NFPA**
- Addressable Pull Stations **per NFPA**
- Addressable Heat Detectors **per NFPA**
- LCD Annunciators **per NFPA**

- Audio/Visuals **per NFPA**
- Visual Only **per NFPA**
- Outdoor Visual **per NFPA**
- Wire 18/2 Shielded **per NFPA**
- Wire 16/2 Shielded **per NFPA**
- Wire 16/4 Non Shielded **per NFPA**
- Wire 18/4 Non Shielded **per NFPA**
- Bridle Rings, Beam Clamps, Misc. Electrical

CONDUIT WORK

Quality Integrated Solutions, Inc. (QIS) will install any conduit for work listed above.

PRICING

Package	Cost
Fire Alarm System Labor Fire Alarm Drawings and Submittal to Tinley Park FD	
Total	\$10,750.00

EXCLUSIONS

No permit fees or 3rd party plan review fees are included in the proposal. (If applicable) Any additional fire alarm devices that will be required by Fire Prevention will be at a additional cost. Original AutoCAD file needed from architect for submittal to Village/FD. ***Devices in stairwell and family room of each apartment.

INSTALLATION TERMS AND CONDITIONS

1. **Payment.** If Customer fails to make any payment when due, in addition to any other rights and remedies available, Quality Integrated Solutions, Inc. (QIS) shall have the right, at QIS's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, QIS may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorney's fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. **Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, QIS may increase prices upon notice to the Customer. Customer agrees to pay all taxes, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

3. **Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of QIS's standard alarm monitoring services agreement.

4. **Code Compliance.** QIS does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. **Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that QIS is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to QIS hereunder are based upon the value of the services and scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against QIS arising by way of subrogation. QIS makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by QIS will detect or avert

occurrences or the consequences there from that the equipment or service was designed to detect or avert.

6. **Customer Responsibilities.** Customer shall furnish necessary facilities or performance of its work by QIS adequate space for storage and handling of materials, liquid water, heat, heat tracing, electrical service, local telephone watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of system. Customer shall promptly notify QIS of any malfunction in the Covered System(s) which comes to the Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, QIS determines that repairs are recommended, repair charges are to be submitted for approval prior to any work. Should such repair work be declined QIS shall be relieved from any and all liability arising there from.

Customer shall further:

- Supply required schematics and drawings unless they are to be supplied by QIS in accordance with this Agreement.
- Provide a safe work environment, in the event of any emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death and property damage, continue such measures until Covered System(s) are operational, and notify QIS as soon as possible under the circumstances.
- Provide QIS access to any system(s) to be serviced.
- Comply with all laws, codes, and regulations pertaining to equipment and/or services provided under this Agreement.

7. **Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by QIS, due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

8. **Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for any additional costs incurred by QIS arising out of interferences to QIS's work caused by other trades.

9. **Modifications and Substitutions.** QIS reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

10. **Changes, Alterations, Additions.** Changes, alterations, and additions to the Scope of Work, plans, specifications, or construction schedule shall be invalid unless approved

in writing by QIS. Should changes be approved by QIS, that increase or decrease the cost of the work to QIS, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and QIS elects to perform said work so as to avoid delays, then QIS's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise QIS, and prices, delivery, and completion dates shall be changed by QIS as may be required.

11. Limited Warranty. Subject to the limitations, QIS warrants any equipment (as distinguished from its Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months any Equipment shipments, whichever is earlier, provided however that QIS's sole liability, and Customer's sole remedy under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which QIS determines is defective, at QIS's sold option and subject to the availability of service personnel and parts, determined by the QIS. QIS warrants expendable items including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. QIS does not warrant device designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers.

QIS warrants that any QIS software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. QIS's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications designed to correct inherent defects, which become available during the warranty period.

12. Termination. Any termination under the terms of this Agreement shall be made in writing. In the even Customer terminates this Agreement prior to completion for any reason not arising solely from QIS's performance or failure to perform, Customer understands and agrees that QIS will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for

products and equipment installed and services performed, and in addition pay any amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered, and pay a restocking fee of twenty (20%) percent of the price of products or equipment returned. QIS may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. QIS may also terminate this Agreement at its sole discretion upon notice to Customer if QIS's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

13. **One-Year Limitation on Actions; Choice of Law.** It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Illinois shall govern validity, enforceability, and interpretation of this Agreement.

14. **Assignment.** Customer may not assign this Agreement without QIS's prior written consent. QIS may assign this Agreement to an affiliate without obtaining Customer's consent.

15. **Entire Agreement.** The parties intend this Agreement together with any attachments or riders (collectively "Agreement") to be the final, complete, and exclusive expression of their Agreement, and the terms and conditions thereof. The Agreement supersedes all prior representations, understanding or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on QIS unless made in writing and signed by an Authorized Representative of QIS.

16. **Severability.** If any provision of this Agreement is held in any court or other competent authority to be voided unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of affected provision.

17. **Legal Fees.** QIS shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with the QIS enforcing the terms and conditions of this Agreement.

PAYMENT PRACTICE

All work to be performed in a professional workman like manner. All work will be performed during normal business hours. A payment of 40 percent is required before any rough installation begins, another payment of 40 percent is due after rough inspection is passed, and the remaining 20 percent is due upon completion of trimming along with any add-ons.

Any portion of the balance unpaid after (30) thirty days of completion of the project shall be considered delinquent and shall bear interest at the rate of 18 percent per month thereafter. In the event of a delinquent hereunder by purchaser, purchaser agrees to pay attorney's fees and all cost incurred by enforcing this agreement.

If the above systems are subject to approval by the local fire prevention bureau or any other body having jurisdiction; any changes in the equipment or scope of work listed above, as a result of obtaining approval, will be considered as extra to this contract and may result in additional charges. No additional work or equipment will be provided until QIS receives written authorization.

ACCEPTANCE

This proposal is based on current costs, and Quality Integrated Solutions, Inc. reserves the right to revise this proposal if not accepted by the purchaser within 30 days. Any changes to the base proposal will be added to the overall cost. All agreements are contingent upon strikes, accidents, or delays beyond our control.

Please sign and fax back to 815-464-0803 for the authorization to start the project. Prices will be void after 30 days.

Signature: *Susan Chape* Date: 4-25-19

Print Name: SUSAN CHAPE

Purchaser Order #: _____

Thank you for the opportunity to submit our proposal, and we look forward to receiving your acceptance to proceed on this project. Should you have any questions or would like prices on any additional accessories, please contact me at my office 815-464-4772.

Sincerely,

Michael Montvidas



Interoffice Memo

Date: May 28, 2019

To: Trustee Mueller, Chair
Community Development Committee
Dave Niemeyer, Village Manager

From: Patrick Hoban, CECD, EDFP
Economic Development Manager

Subject: Ed and Joes Oak Park Playbook Grant

BACKGROUND

Ken Bucyk (Applicant), applying on behalf of Michael Clark the owner of Ed and Joes Restaurant & Pizzeria, plans to install new signage at 17332 S. Oak Park Avenue. The project will include the installation of a new 10'5" by 3'4" aluminum and acrylic plastic wall sign on the east facade facing Oak Park Avenue. Staff worked with the applicant on the design of the proposed wall sign to ensure it meets the Legacy District's design guidelines. The new sign will replace the existing nonconforming wall sign.



The existing wall sign at the rear entrance and the projecting sign along Oak Park Avenue are in conformance with the Sign Code and do not need to be modified in order to be eligible for this

grant. Ed and Joes received a Façade Grant in 2001, but this Façade Grant does not affect their eligibility for the Oak Park Avenue Sign Grant program.

DISCUSSION

The Applicant is requesting an Oak Park Avenue Sign Grant for 17332 S. Oak Park Avenue. PIN: 28-30-308-014-0000. The Oak Park Avenue Sign Grant is matching grant up to \$5,000. A single business can request matching funds up to \$70,000 per location.

The Oak Park Avenue Playbook Grants were created to encourage investment and offset development costs in our older commercial building stock located within downtown Tinley Park's Legacy Districts.

INCENTIVE POLICY CHECKLIST

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

- The project will not create a burden and will effectively utilize the existing Village infrastructure.
- Due to its location in the New Bremen TIF, this project meets the Target Development Area Incentive Policy requirement.

STRATEGIC PLAN CHECKLIST

- Long-Term Complex, Tier 1 and Economic Development Strategy 4: See ongoing downtown development, and reinvestment continue.

BENEFITS

The project will be an enhancement to the Village by beautifying a targeted development area.

REMAINING FUNDS

The Village approved 3 Code Compliance, 2 Sign, 1 Facade, 1 Landscape and 1 Retail grant totaling \$145,669. These grants leave \$204,331 in remaining funds to improve buildings in the Legacy District with \$5,375 pending approval.

REQUEST

Staff is seeking direction regarding the approval of a \$2,495 Oak Park Avenue Sign Grant for Ed and Joes Restaurant & Pizzeria. The Economic and Commercial Commission recommended this item for approval on April 15. Staff is prepared to present this item at the June 4 Village Board meeting.





Sign Grant Program

Application Form

A. Applicant Information

If Applicant is not the owner of the subject property the owner must sign this application (below) signifying they are aware of the improvements proposed as part of this grant application.

Name: DESIGN GROUP SIGNAGE - KEN BUCYK
 Mailing Address: 2135 FRONTAGE RD
 City, State, Zip: DES PLAINES, IL 60018
 Phone Number: 847-390-0350
 Fax Number: 847-390-9231
 Email Address: KBUCYK@DESIGNSGROUPSIGNAGE.COM

B. Property Information

Property Owner(s): MICHAEL CLARK
 Mailing Address: 17332 S. OAK PARK AVE
 City, State Zip: TINLEY PARK, IL 60477
 Property Address: 17332 S. OAK PARK AVE
 Permanent Index No. (PINs): 28-30-308-014-0000
 Existing land use: RESTAURANT
 Zoning District: N/A
 Lot dimensions and area: N/A

C. Application Information

Description of proposed project (use additional sheets or attach a Project Narrative if necessary).

NEW NON ILLUMINATED SIGN

Is the applicant aware of any Variances required from the terms of the Zoning Ordinances? Yes No
 If yes, explain (note that a separate Variation application will be required to be submitted):

Is the applicant aware of any Village Code deficiencies of the property or structure? Yes No
 If yes, explain:

The Applicant certifies that all of the above statements and other information submitted as part of this application are true and correct to the best of his or her knowledge.

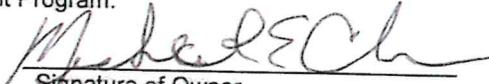
Signature of Applicant

3/29/19
 Date



Sign Grant Program

By signing below, the owner of the property, (if not the Applicant) is aware of the Applicant's proposed improvements and approves of the Applicant's request for funding under the Village of Tinley Park's Sign Grant Program.


Signature of Owner


Date

Application Requirements

A complete application for approval consists of the following items submitted in a comprehensive package:

1. The application form, completed and signed by the Applicant and/or property owner(s) of record.
2. A written project narrative describing the general nature of the project and outlining specific aspects of the proposal and matching grant funds requested.
3. Plans and any other information pursuant to the Submission Checklist (below).

An application will not be accepted or processed until all of the items above have been submitted.

Checklist for Main Street Sign Grant Submission

The following items must be submitted with this application:

- One completed Permanent Sign Permit Application.
- One (1) color copy of the sign plan, including all dimensions and the square footage of the sign.
- Information on color, sign material, lighting method and installation method.
- One (1) color rendering of the sign as it is proposed on the building or on the property.
- An aerial photograph, current Plat of Survey, and/or Site Plan with the sign location marked.
- UL Listing or documentation from a nationally-recognized testing laboratory.
- Completed Sign Information Page for each sign (included in Permanent Sign Permit Application).

August 28, 2018

MEMO

TO: DeSign Group Signage Corp

FROM: Ed & Joe's Restaurant & Pizzeria

SUBJECT: Project Signage –

Please let this letter serve as formal approval of the project signage
for:

*Ed & Joe's Restaurant & Pizzeria – 17332 S. Oak Park, Tinley Park, IL
60477*

per the attached detail sheets which were submitted by:
DeSign Group Signage Corp

Sincerely,



Michael Clark

Date Received:

Permit Number:

VILLAGE OF TINLEY PARK, ILLINOIS PERMANENT SIGN PERMIT APPLICATION

The following items must be submitted with this application:

- One (1) color copy of the sign plan, including all dimensions and the square footage of the sign.
- One (1) color rendering of the sign as it is proposed on the building or on the property.
- An aerial photograph, current Plat of Survey, and/or Site Plan with the sign location marked.
- A copy of written consent from the owner of the building or land on which the sign is to be erected.
- UL Listing or documentation from a nationally-recognized testing laboratory.
- Completed Sign Information Page for each sign.

APPLICANT & BUSINESS INFORMATION

Name of Applicant: Ken Bueyk Phone Number: 847-390-0350
 Applicant's Company: Design Group Signage Corp Email: kbueyk@designgroupsignage.com
 Person to Call When Permit is Ready: Ken Bueyk Phone Number: 847-390-0350
 Name of Business: Ed & Joe's Restaurant & Pizzeria
 Business Address: 17332 South Oak Park, Tinley Park, IL 60477
 Name of Business Owner: Michael Clark Phone Number: 708-532-3051
 Name of Property Owner: Michael Clark Phone Number: 708-532-3051
 Management Company: _____ Phone Number: _____
 Management Company Address: _____ Not Applicable

CONTRACTOR INFORMATION

Sign Installer: Design Group Signage Corp Phone Number: 847-390-0350
 Sign Installer Address: 2135 South Frontage Rd., Des Plaines IL 60018
 Electrician: Design Group Signage Corp Phone Number: 847-390-0350
 Electrician Address: 2135 South Frontage Rd. Des Plaines, IL 60018 Not Applicable
 Masonry Installer: _____ Phone Number: _____
 Masonry Installer Address: _____ Not Applicable
 Concrete Installer: _____ Phone Number: _____
 Concrete Installer Address: _____ Not Applicable

*** ATTACH SIGN INFORMATION PAGE FOR EACH SIGN ***

PLEASE MAKE SURE THAT THE APPLICATION IS COMPLETE AND THAT THE PROPOSED SIGNAGE MEETS ALL APPLICABLE VILLAGE CODES BEFORE SIGNING.

Applicant Signature: [Signature] Date: 3/29/19

VILLAGE OF TINLEY PARK, ILLINOIS
PERMANENT SIGN PERMIT APPLICATION: SIGN INFORMATION PAGE

SIGN INFORMATION

Please provide the following information for each sign. Copy this page as needed.

Sign # 2 of 2 (total quantity of signs) Estimated Cost of Sign: \$ 4990⁰⁰

Sign Location: On Building (wall/façade) On Property (freestanding) On Building (window/door) Other Location: _____

Notes on Sign Location: LOCATED ON FRONT ELEVATION FACING OAK PARK AVE.

Sign Height: 3'4" Sign Length: 10'5" Sign Weight (lbs.): 110 LBS.

Freestanding Signs Only: Total Sign Height: _____ Landscaping at Base (sq.ft.): _____

Sign Face Area (sq.ft.): 34.72 Tenant's Gross Floor Area (sq.ft.): _____

Tenant's Building Frontage (ft.): 50' Tenant's Lot Frontage (ft.): 60'

Sign Text: Ed & Joe's Restaurant & Pizzeria The Former Columbia Hotel

Sign Colors: Burgundy, Ivory, Depth of Green, Black & White

Sign Materials: ALUMINUM / ACRYLIC PLASTIC

Illumination? None Yes: _____

Type of Anchor(s) Used to Support Sign: THREADED ROD / LAG BOLTS

Type of Material that Sign is Being Anchored To: WOOD

Office Use Only:

Zoning District: _____

Sign Type: _____

Variance? No Yes: _____

Change to Nonconforming Sign? No Yes: _____

Notes: _____



DESCRIPTION

- Fabricate & Install**
Qty: One (1) - FreeForm Aluminum Sign Cabinet
- 1/25" ALUMINUM FACE
 - .063" ALUMINUM RETURNS
 - FACE & RETURNS PAINTED MP 12435
 - 1/2" PVC COPY & BORDER ON PAN
 - 1/4" ALUMINUM COPY BEHIND PAN
 - 3M DIGITALLY PRINTED VINYL
 - UV OVERLAMINATE (LUSTER)

ELEVATION VIEW

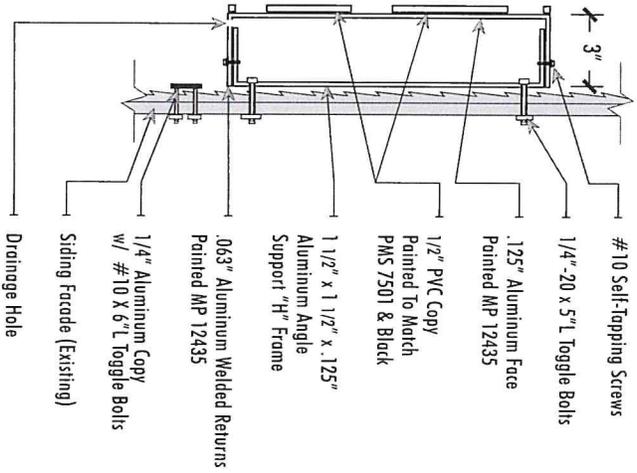
SCALE - 3/4" = 1' - 0"

SIDE VIEW

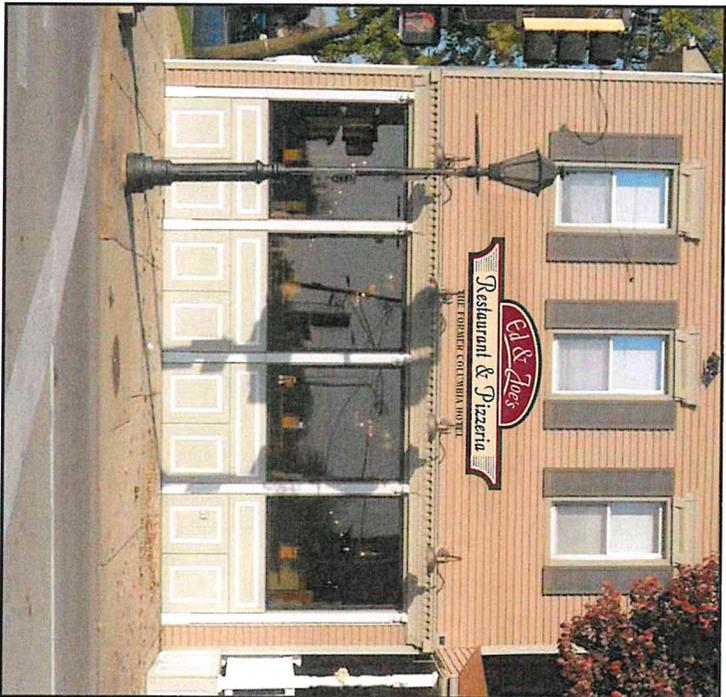
SCALE - 3/4" = 1' - 0"

64.25 SQ. FT.
NON-ILLUMINATED SIGN

Approved:	 DesignGroup Signage Corp. 2135 S. Frontage Rd. Des Plaines, IL 60018 847-390-0350 - Fax 847-390-9231 ncryler@designgroupsignage.com		Job # 6394 Ed & Joe's Tinley Park, IL	Name: NC	Date: July 5, 2018	Notes: Initial Sign Drawing	Colors: PMS 208	
Date:	These plans are exclusive property of DesignGroup Signage Corp. and are the result of the original work of its employees. They are submitted to your company for the sole purpose of your consideration of whether to purchase these plans or to purchase from DesignGroup Signage Corp. a sign manufactured according to the specifications herein as such. In the event that such exhibition occurs, DesignGroup Signage Corp. expects to be reimbursed \$500.00 in compensation for time and effort entailed in creating these plans.		Drawn By: NC Checked By:	NC	Dec. 28, 2018	Initial Sign Drawing Illumination Removed Raised Border Added	MP 12435 (Depth of Green) Block <input type="checkbox"/> White <input type="checkbox"/>	



SECTION VIEW
SCALE = N.T.S.



ARTISTIC RENDER
SCALE = N.T.S.

Approved: _____ Date: _____

DesignGroup
Signage Corp.

2195 S. Frontage Rd.
Des Plaines, IL 60018
847-390-4350 - Fax 847-390-9231
ncjrlr@designgroupsignage.com

These plans are exclusive property of DesignGroup Signage Corp. and are the result of the original work of the employees. They are submitted to your company for the sole purpose of your consideration of whether to these plans. Distribution or exhibition of these plans in any form, in whole or in part, is strictly forbidden. In the event that such exhibition occurs, DesignGroup Signage Corp. expects to be reimbursed \$500.00 in compensation for time and effort entailed in creating these plans.

Job # 6394
Ed & Joe's
Tinley Park, IL

Drawn By: NC
Checked By: NC

Page 2 of 3

Name: NC
Date: July 5, 2018
NC Dec. 28, 2018
NC Dec. 28, 2018

Notes:
Initial Sign Drawing
Illumination Removed
Raised Border Added

Colors:

- PMS 208
- PMS 7501
- MP 12435 (Depth of Green)
- Black
- White





Interoffice Memo

Date: May 28, 2019

To: Trustee Mueller, Chair
Community Development Committee
Dave Niemeyer, Village Manager

From: Patrick Hoban, CEcD, EDFP
Economic Development Manager

Subject: Cook County Reclassifications Presentation

BACKGROUND

Cook County assesses commercial properties at a 25% level and residential properties at a 10% level compared to the rest of the State of Illinois which assesses all property at a 33.3% level. Illinois State Statute requires the median level of assessments of each Township or each County be 33 1/3% of the fair cash value. Cook County utilizes a State Equalizer (multiplier) to move under-assessed properties closer to the target of 33.3%. Since Cook County utilizes the 25% and 10% model, their multiplier is usually higher than the rest of the Counties in the State. This technique leads to higher taxes for commercial properties compared to surrounding Counties like Will. To incentivize no-residential development Cook County offers a variety of Special Assessments known commonly as reclassifications.

DISCUSSION

CLASS 6B

Designed to encourage industrial development throughout Cook County by offering a real estate tax incentive for the development of new industrial facilities, the rehabilitation of existing industrial structures, and the industrial reutilization of abandoned buildings.

CLASS 7A

Intended to encourage commercial projects in areas determined to be "in need of commercial development." These projects have total development costs, exclusive of land, that do not exceed two million and would not be economically feasible without the incentive.

CLASS 7B

Intended to encourage commercial projects in areas determined to be "in need of commercial development." These projects have total development costs, exclusive of land, that exceed two million and would not be economically feasible without the incentive.

CLASS 8

Designed to encourage industrial and commercial development in areas of the county which are experiencing severe economic stagnation.

INCENTIVE EXAMPLE

	Commercial (25%)	Residential (10%)	Difference
Estimated Market Value	\$100,000	\$100,000	
Assessment Level	.25	.10	
Proposed Assessed Valuation	\$25,000	\$10,000	
State Equalizer (multiplier)	2.9627	2.9627	
Equalized Assessed Value	\$74,067	\$29,627	
Tax Rate	.10	.10	
Estimated Tax Bill in dollars	\$7,406	\$2,962	\$4,444

MORE INFORMATION

<https://www.cookcountyassessor.com/PdfForms/Incentive-Forms.aspx>

REQUEST

None as this memo is for informative purposes only.





Interoffice Memo

Date: May 28, 2019

To: Trustee Mueller, Chair
Community Development Committee
Dave Niemeyer, Village Manager

From: Patrick Hoban, CECD, EDFP
Economic Development Manager

Subject: Marriott's Class 7b

BACKGROUND

Haresh Jethani (Applicant) plans to invest \$32,745,000 to construct a Marriott Courtyard and a Marriott Residence Inn at 18300 96th Ave in unincorporated Tinley Park.

The Courtyard features 125 rooms and a banquet facility. The Courtyard plans to create 36 jobs and cost \$16,055,000 to develop. The Residence Inn features 118 rooms and plans to create 25 jobs and cost \$16,690,000 to develop. The project features 269 parking stalls. The Applicant plans to break ground before this winter.

This site is a greenfield with limited access to required utilities. The Village approved a capital budget to design the utility extensions as outlined in the Economic Development Strategic Plan. Extending utilities creates a challenging timeline between 3-12 months based on the yet to be determined scenario.

The Village of Tinley Park can expect both hotels to increase hotel/motel accommodation tax, property tax, and the employees to invest back into the community commercially by patronizing local establishments such as restaurants, gas stations, grocery stores, and more.

Discussion for this project began in 2017. Originally in competition with the Village of Orland Park the project emphasized the need to address the unbalanced commercial real estate taxes compared to Will County. The project became the catalyst for the creation of our LaGrange Special Designated Area. A specially designated area is the first requirement to access the Cook County reclassification program.

DISCUSSION



The Applicant is requesting a Class 7b incentive to invest in 18300 96th Avenue. PIN: 27-34-300-002-0000. The Applicant has stated "but for . . ." the Class 7b reclassification they will not invest \$32,745,000 in the subject site. Cook County provides the Class 7b Incentive Program that allows the reclassification of properties to effectively lower their tax assessment from the commercial rate of 25% to the residential rate of 10%. Class 7b reclassifications provide an assessment of 10% of market value for the first ten (10) years, 15% in the 11th year and 20% in the 12th year.

The Class 7b Incentive Program is intended to spur development in areas determined to be "in need of commercial development", commercial projects with total development costs, exclusive of land, over \$2 million, which would not be economically feasible without the incentive. The twelve-year incentive applies to all newly constructed buildings or other structures, including the land upon which they are situated. High property taxes are a primary reason for Class 7b incentives and the competition with Will County and Indiana taxes.

INCENTIVE POLICY CHECKLIST

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

- 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 7b Incentive Program.
- The project will create over 25 jobs outlined in section B-1.
- The project involves a capital investment of at least \$1,000,000 outlined in section B-2.
- The project will project a result of at least \$100,000 in total annual tax revenue for the Village of Tinley Park outlined in section B-6.
- The project is located in a targeted development area outlined in section B-8.

STRATEGIC PLAN CHECKLIST

- Economic Development Strategy 6: LaGrange Road Infrastructure.

BENEFITS

The project will be an enhancement to the Village by developing vacant land and strengthening our tourism cluster.

REQUEST

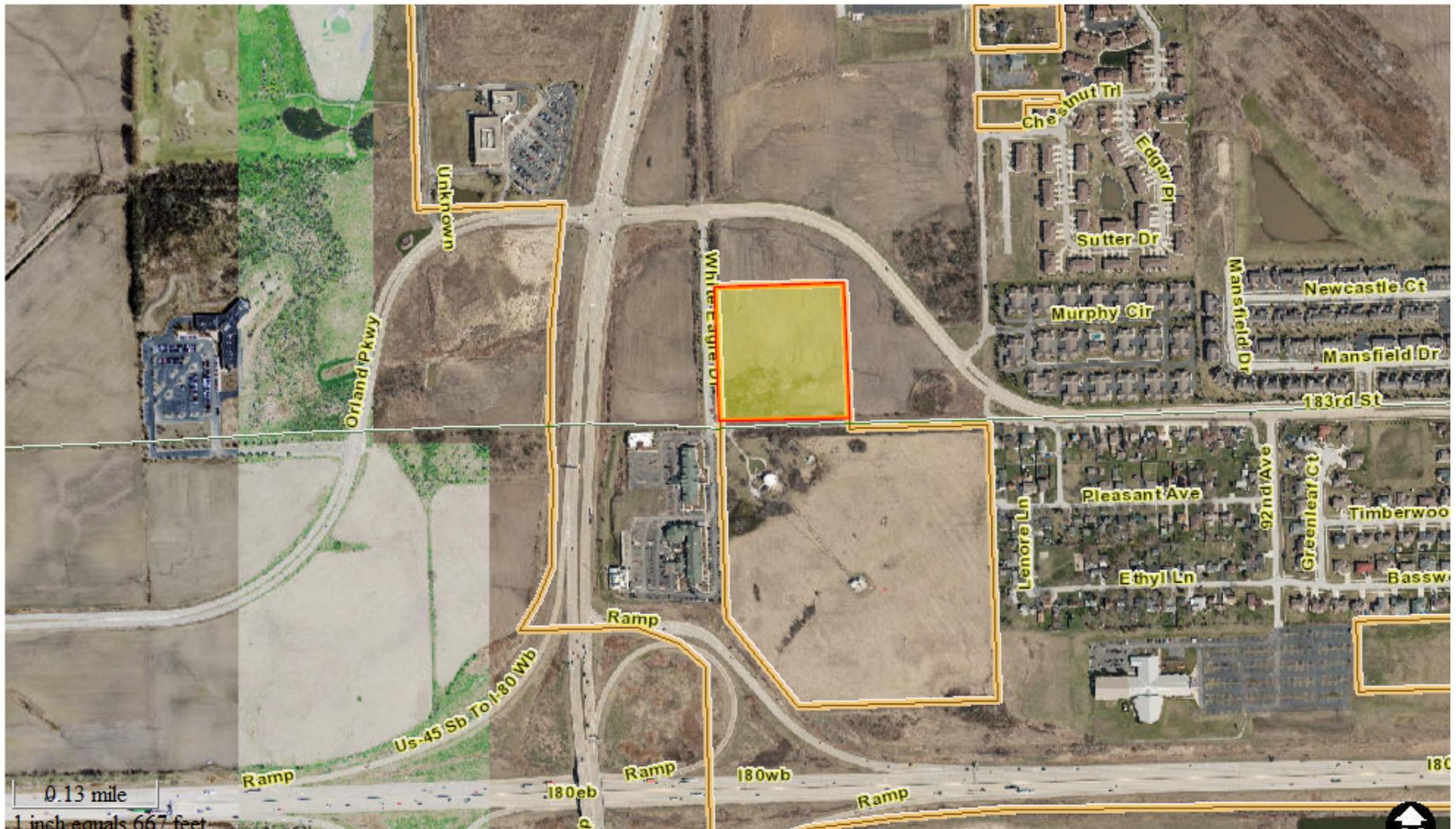
Staff is seeking direction regarding the approval of a class 7b for Haresh Jethani to develop two hotels at 18300 96th Ave in unincorporated Tinley Park when the parcel is annexed. The Economic and Commercial Commission has not recommended this item for approval as their May 10 meeting was canceled. It is currently scheduled for the Special meeting on May 31. Staff is prepared to present this item at the June 4 Village Board meeting.



Residence
Inn
Marriott







Map created on May 10, 2019.

© 2019 GIS Consortium and MGP Inc. All Rights Reserved.

The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law.

Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

Budget
Courtyard Marriott - Tinley Park

Budget
Residence Inn - Marriott - Tinley Park

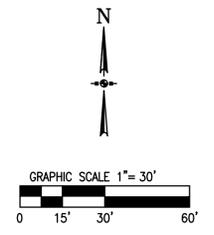
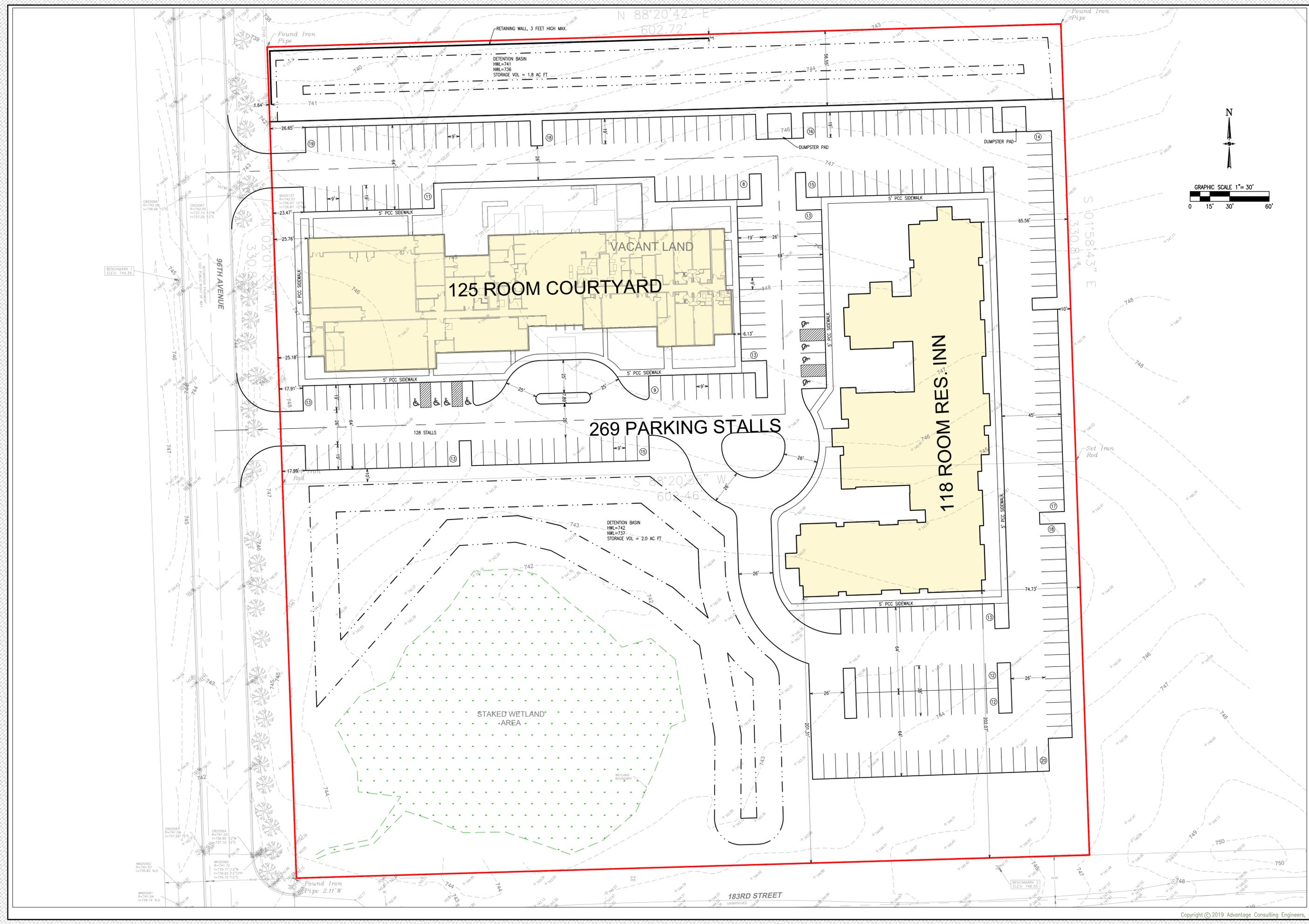
Item	Amount	Item	Amount
Land	\$1,200,000	Land	\$1,800,000
Architect and Interior Design	\$250,000	Architect and Interior Design	\$250,000
Development Fee	\$500,000	Development Fee	\$500,000
Marriott Liscence Fee	\$75,000	Marriott Liscence Fee	\$75,000
Construction Permits	\$200,000	Construction Permits	\$175,000
IEPA Permit	\$125,000	IEPA Permit	\$125,000
Civil Engineer	\$60,000	Civil Engineer	\$60,000
Testing and Survey	\$20,000	Testing and Survey	\$20,000
Hard Construction Cost	\$9,100,000	Hard Constrcuction Cost	\$9,000,000
FF&E	\$1,900,000	FF&E	\$2,400,000
Exterior Signage	\$125,000	Exterior Signage	\$125,000
Interior Signage	\$45,000	Interior Signage	\$45,000
Door Locks	\$75,000	Door Locks	\$60,000
Landsacping	\$50,000	Landsacping	\$50,000
OS&E	\$200,000	OS&E	\$200,000
Laundry Equipment	\$75,000	Laundry Equipment	\$75,000
Kitchen/Bar Equipment	\$175,000	Kitchen/Bar Equipment	\$50,000
PMS	\$75,000	PMS	\$75,000
POS	\$35,000	POS	\$35,000
Banquet	\$100,000	Banquet	\$0
IT - Wifi/phones/security	\$250,000	IT - Wifi/phones/security	\$250,000
Tvs	\$120,000	Tvs	\$120,000
TV provider	\$50,000	TV provider	\$50,000
Pre Opening	\$250,000	Pre Opening	\$150,000
Interest	\$500,000	Interest	\$500,000
Contingency	\$500,000	Contingency	\$500,000
Total	\$16,055,000	Total	\$16,690,000

Total Project Cost **\$32,745,000**

Employee Plan

	Courtyard	Residence Inn
General Manager	1	1
Front Office Manager	1	1
Houekeeping Manager	1	1
Maintannece Manager	1	1
Restaurant Manager	1	0
Front office Agents	5	4
Night auditors	2	1
Housekeepers	8	7
Rooms Inspectors	2	2
Houseman	2	2
Laundry attandant	2	2
Servers	5	2
Mainatenance	1	1
Banquet	4	0
Total	36	25

Grand Total Employees 61



NO.	DATE	REMARKS

ADVANTAGE
CONSULTING ENGINEERS
80 MAIN STREET - SUITE 17 - LEMONT, ILLINOIS 60439
847-260-4758
WWW.AECORG.US



CONCEPT SITE PLAN
COURTYARD & RES. INN
TINLEY PARK, IL

HARESH JETHANI

APRIL 17, 2019
JOB: 18-036

SHEET:
SP1



CLASS 7B ELIGIBILITY BULLETIN

The Class 7b Incentive and Its Benefits

The Class 7b incentive of the Cook County Real Property Assessment Classification Ordinance ("Ordinance") is intended to encourage, in areas determined to be "in need of commercial development", commercial projects with total development costs, exclusive of land, over \$2 million, which would not be economically feasible without the incentive. The twelve-year incentive applies to all newly constructed buildings or other structures, including the land upon which they are situated; the reutilization of vacant structures abandoned for at least twenty-four (24) months, (unless otherwise stipulated for a shorter period of time by the municipality in which the real estate is located, with approval from the County Board, or stipulated by the County Board, if located in an unincorporated area) including the land upon which they are situated; or all buildings and other structures which are substantially rehabilitated to the extent such rehabilitation has added to their value, including qualified land related to the rehabilitation.

Projects that qualify for the Class 7b incentive will receive a reduced assessment level of ten percent (10%) of fair market value for the first ten years, fifteen percent (15%) for the eleventh year and twenty percent (20%) for the twelfth year. Without this incentive, commercial property would normally be assessed at twenty-five percent (25%) of its market value.

The Class 7b incentive is available to "Any real estate used primarily for commercial purposes", which is defined in the Ordinance as:

"Any real estate used primarily for buying and selling of goods and services, or for otherwise providing goods and services, including any real estate used for hotel and motel purposes." [74-62]

Where projects qualify for the incentive as new construction or reoccupied abandoned property, the incentive will apply to them in their entirety, including the land upon which they are located. For projects involving substantial rehabilitation of existing structures, the incentive applies to the added value which is attributable to the rehabilitation and to the land, if vertical or horizontal square footage has been added, in such proportion as the square footage added by the rehabilitation bears to the total square footage of the improvements on the parcel. (*Please note that the additional value attributable to the rehabilitation for assessment purposes is likely to be lower than the actual amount spent on the rehabilitation.*) The reduced assessment continues for twelve years from the date that the new construction or substantial rehabilitation is completed and initially assessed or, in the case of abandoned property, from the date of substantial reoccupation.

Under the Ordinance, "abandoned property" qualifies if it consists of:

"Buildings and other structures that, after having been vacant and unused for at least 24 continuous months, and purchased for value by a purchaser in whom the seller has no direct financial interest." An exception to this definition shall be, "if the municipality or the Board of Commissioners, as the case may be, finds that special circumstances justify finding that the property is 'abandoned' for the purposes of Class 7b."

The finding of abandonment, along with the specification of the special circumstances, shall be included in the resolution or ordinance supporting and consenting to the incentive application. Notwithstanding the foregoing, special circumstances may not be determined to justify finding that a property is deemed "abandoned" where:

- A. There has been a purchase for value and the buildings and other structures have not been vacant and unused prior to such purchase; or
- B. There has been no purchase for value and the buildings and other structures have been vacant and unused for less than 24 continuous months.

If the ordinance or resolution containing a finding of "special circumstances" is that of a municipality, the approval of the County Board of Commissioners is required to validate such a finding that the property is deemed "abandoned" for purposes of the incentive, and a resolution to that effect shall be included with the eligibility application.

Abandonment for twenty-four consecutive months may be evidenced by utility bills, Internal Revenue Service statements, certified business statements, and records of building code violations. Purchase for value may be evidenced by a sale contract, recorded deed, assignment of beneficial interest and real estate transfer declaration. Proof of re-occupancy may be evidenced by sworn statements from persons with knowledge, occupancy permits and utility statements.

The incentive may be renewed, as described on page 6.

Eligibility Requirements

The essential part of a Class 7b Application is documentation satisfying the five eligibility requirements of Section 74-65(a) of the Ordinance. All five factors must be present if the project is to qualify. The absence of any one factor, notwithstanding the substantial presence of the other four factors, will defeat the Application. Documentation requirements are, however, flexible enough to accommodate the specific conditions and sizes of various projects. For example, modest projects in slightly blighted areas will generally require less documentation than larger projects in marginally distressed areas.

The five (5) eligibility factors of Section 74-65(a) of the Ordinance are as follows:

1. Designation of Area:

"The area is currently designated by Federal, State or local agency as a conservation, blighted or renewal area or an area encompassing a rehabilitation or redevelopment plan or project adopted under the Illinois Urban Renewal Consolidation Act of 1961, as amended, or the Commercial Renewal Re-development Areas Act of 1967, as amended, or that the area is located in a Federal Empowerment Zone or Enterprise Community, as proposed and approved by the County Board on June 22, 1994, or the Chicago City Council on May 18, 1994, or the Commercial District Development Commission Ordinance of the City of Chicago or designation of like effect adopted under any similar statute or Ordinance;" [74-65(a)(1)]

A certified copy of the action designating the area must accompany the Application. Copies of any area studies done by the designating governmental entity should be included, to support the overall requirements of this section of the Ordinance.

2. Real Estate Tax Analysis:

" Real estate taxes within the area, during the last six years, have declined, remained stagnant or potential real estate taxes are not being fully realized due to the depressed condition of the area, and/or subject site, or property values as determined by the assessed value (AV) or equalized assessed value (EAV) for the redevelopment area or specific subject site have declined over the last six years, or property values as determined by the AV or EAV are increasing at a rate that is less than the balance of the municipality's AV or EAV for the last six years; or property values as determined by the AV or EAV for the redevelopment area/site are increasing at a rate that is less than Consumer Price Index (CPI) for All Urban Consumers as published by the US Department of Labor for last six years; " [74-65(a) (2)]

Demonstration that depressed conditions are the cause of declining, stagnating or unrealized tax revenue should include data on such factors as adverse market conditions; structural and functional obsolescence; the extent and duration of vacancies; the absence or near absence of new business formations; and, a pattern of tax sales, delinquencies or forfeitures in the area. If real estate taxes have not stagnated or declined, the applicant may establish that tax collections have not been fully realized because of depressed conditions in the project area. In all cases, data supplied should be on a parcel-by-parcel basis and include an analysis of assessments, taxes billed and taxes collected for a period of at least six years. A showing should be made that going forward with the project will improve the economic condition of the area and result in increased real estate tax collections. If the area designation in factor (1) above is of a size that is either inadequate or too large to be a useful representation for analysis of real estate taxes, the applicant should contact the Assessor for guidance in creating a more representational boundary area for this factor.

3. Viability and Timeliness:

"There is a reasonable expectation that the development, re-development or rehabilitation of the commercial development project is viable and likely to go forward on a reasonably timely basis if granted Class 7b designation and will therefore result in the economic enhancement of the area." [74-65(a)(3)]

Progress on the proposed development well beyond an abstract or general plan is expected of the applicant by the time of submission of the Application to the Assessor. Therefore, submitted evidence of economic viability and timely completion of the project should be relevant and specific in addressing the following points:

- A. *Development Plan*: A specific development plan must be submitted including, but not limited to: architectural exhibits and building plans; site plans demonstrating the relationship of the proposed development to its private and public surroundings including open spaces, service areas, driveways, parking areas, walks and adjacent streets, sidewalks and buildings; a description of structures to be demolished and of buildings to be rehabilitated or reoccupied; a description of the facilities and amenities to be provided by the applicant with cost estimates; a description and the cost of public works planned for the area in conjunction with the development, such as infrastructure improvements; a description of all incentives or subsidies which will be offered to the developer by public agencies with an analysis of the benefits to the developer and costs to the public; a copy of any predevelopment agreements or contracts affecting the project; and, disclosure of any environmental reports or studies relating to the development and its direct surroundings.
- B. *Economic Feasibility*: The Application must include pro forma financial statements that clearly demonstrate that the proposed development is economically viable and able to sustain itself beyond the incentive period. The pro forma statements should compare results, including return on investment, with and without the incentive, to help satisfy the requirement of this section of the Ordinance as well as the "assistance and necessity" requirement of Section 4(A)(4). The statements must not be different from those submitted to financial institutions in support of private, financial backing and should include a detailed analysis of project costs. Copies of any private or public feasibility studies of the project area may be submitted. A description of any lawful, participation agreement between the developer and any taxing districts for the sharing of future profits should also be included.
- C. *Financing*: The applicant should identify the amounts, sources and basic terms of proposed debt and equity financing for all aspects of the development, including both private and public sources of all funds.
- D. *Owners, Developers, Prime Tenants and other Interested Parties*: The business experience and financial strength of the participants is important to the project's viability. The applicant should therefore provide sufficiently detailed financial information about the developers, owners, prime tenants, and any other interested parties, including names and addresses. Information about owners must include all general and limited partners and beneficiaries of a land trust. Any material legal or tax liabilities that might affect the project's viability must be disclosed.
- E. *Development Schedule*: The applicant must provide a development schedule that at least includes the date of the construction start, the projected time to completion and the projected date for occupancy.

4. Assistance and Necessity

"Certification of the commercial development project for Class 7b designation will materially assist development, re-development or rehabilitation of the area and the commercial development project would not go forward without the full incentive offered under Class 7b."
[74-65(a) (4)]

Section 74-65(a)(4) requires the applicant to establish a link between the incentive and the viability and feasibility of the development by demonstrating that the project would not go forward without the incentive. The materials submitted for Section 74-65(a)(4), especially the pro forma financial statements comparing results with and without the incentive, may be referred to in support of the requirement for this section. In addition, evidence of the failure of formal public bidding or a showing that the unaided operation of the marketplace has produced no developer interest in the area for a period of years will help support satisfaction of this section's requirements. Examples of other evidence which may help satisfy the 74-65(a)(4) requirements are: physical isolation or substandard location of the project area; special environmental problems adding to development costs; municipal requirements for landmark preservation or costly amenities in connection with the project; and, expert testimony that unassisted development of the area will not occur. In addition, the existence of a participation agreement between the developer and any taxing districts should be described in the Application.

5. Increased Tax Revenue and Employment:

"Certification of the commercial development project for Class 7b designation is reasonably expected to ultimately result in an increase in real property tax revenue and employment opportunities within the area." [74-65(a)(5)]

The applicant must supply a statistical analysis projecting the added real estate tax revenue and employment which will result from the development, with and without the incentive. A tax revenue projection for the area, without the development, should also be provided for comparison. Since real estate taxes are a function of market value and the effective tax rate, market value projections should be based on the cost, income and market approaches to value. All figures should cover the same twelve-year period. Employment figures should be categorized to show projections for new full and part-time employment and for temporary construction employment. Finally, if the development involves relocation within the same taxing jurisdiction, the developer should supply a statement comparing the costs and benefits of relocation for the community as a whole.

Application Procedures

An Eligibility Application, accompanied by supporting documentation, must be submitted to the Assessor's Office prior to the commencement of construction, rehabilitation or reoccupation. At the time of filing the application, a filing fee of \$500.00 must be paid. The Application must include a resolution or ordinance from the municipality where the real estate is located or from the Cook County Board of Commissioners if the real estate is located in an unincorporated area. The resolution or ordinance must expressly state that the five eligibility factors that must be present to demonstrate that the area is "in need of commercial development" are satisfied and that the municipality consents to and supports the Application.

In all cases of abandonment based on special circumstances, the finding of the municipality or the County Board, along with the specification of circumstances which led to said finding of “abandonment”, shall be included in a resolution or ordinance passed by the municipality in which the real estate is located (or the County Board if located in an unincorporated area) and must be filed at the time of the Eligibility Application. The ordinance or resolution pertaining to abandonment based on special circumstances must be validated by the County Board and a resolution from the County Board stating its approval of the special circumstances must also be filed at the time of the Eligibility Application.

The Applicant will need to submit a copy of the Application and all necessary supporting data to the Economic Development Advisory Committee of Cook County (EDAC) that will, within thirty (30) days, review the Application and present its findings to the Assessor as to the presence of the five (5) eligibility factors. The EDAC review may be extended a maximum of thirty additional days by the Assessor, upon request of the Committee. After reviewing the Application, supporting data, findings of the Committee and other findings, the Assessor will make a final determination within thirty (30) days of receipt of EDAC’s findings. Certification on the project will lapse within one year if new construction, rehabilitation or reoccupation has not commenced.

Once new construction, rehabilitation, or reoccupation has been completed, the applicant must file an "Incentives Appeal Form" requesting that the property be reclassified to Class 7b. At the time of filing the appeal, an appeal fee of \$100.00 must be paid.

During the term of the Class 7b incentive classification, the Assessor will mail to Class 7b recipients, at the time of their triennial reassessments, affidavit forms. Recipients must attest to the use of the property and the number of workers employed at the Class 7b site. The affidavit must be signed, notarized, and returned to the Assessor within three weeks. Failure to file the triennial affidavits within that time will result in the loss of the incentive.

Class 7b classification may be renewed during the last year in which a property is entitled to a 10% assessment level or when the incentive is still applied at the 15% or 20% assessment level. A renewal application must be filed, along with a certified copy of a resolution or ordinance adopted by the municipality in which the real estate is located (or by the County Board, if the property is located in an unincorporated area of Cook County). The resolution or ordinance must expressly state that the municipality or County, as the case may be, supports and consents to the renewal of the Class 7b incentive and that it has determined that use of the property is necessary and beneficial to the local economy. The owners must notify the Assessor’s Office of their intent to request this renewal prior to their requesting a resolution or ordinance from the municipality or County Board. The number of renewal period requests is not limited.

Questions about the Class 7b incentive program may be directed to the Incentives Department of the Cook County Assessor's Office, 118 N. Clark, 3rd Floor, Chicago, IL 60602, (312) 603-7529.



Interoffice Memo

Date: May 28, 2019

To: Trustee Mueller, Chair
Community Development Committee
Dave Niemeyer, Village Manager

From: Patrick Hoban, CECD, EDFP
Economic Development Manager

Subject: RG Riley and Son's Class 6B SER

BACKGROUND

RG Riley & Sons, Inc. (Applicant) requests a Class 6B Sustainable Emergency Relief (SER) for 17700 Duvan Dr. The subject property consists of an approximately 110,000 square foot building located on a roughly 7.8 acre site in the Duvan Industrial Park. The Applicant is a bulk-clothing supplier that has been in business for over 80 years.

RG Riley & Sons has been a Tinley Park business since 1995 and provides 25 full-time jobs meeting Cook County's Living Wage Ordinance. The Village of Tinley Park can expect that the tenant and their employees will continue to invest commercially back into the community by visiting local establishments such as restaurants, gas stations, grocery stores and more.

The Applicant hopes to remain at this location; however, believes that it will need the assistance of a Class 6B Sustainable Emergency Relief (SER) reclassification on PIN: 27-36-204-0329-0000 in order to continue to do so.

DISCUSSION

The Applicant is requesting a Class 6B (SER) incentive to remain in Tinley Park. Cook County provides an incentive program to allow the reclassification of properties to effectively lower their tax. One of these incentives is the Class 6B (SER) reclassification program for industrial uses at a location for 10 years or more. The Resolution must expressly state "that the municipality supports and consents to this Class 6B SER Application and that it finds that Special Circumstances makes the Incentive necessary for the industrial enterprise to continue operations at its current location and maintain its staff, and that without such designation the enterprise would not be economically viable causing the property to be in imminent risk of becoming vacant and unused."

“But for . . .” the reclassification to a Class 6B (SER), which will provide assessment at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year, the Applicant will relocate. High property taxes are a primary reason Class 6B incentives are granted along with the inherent competition with Will County and Indiana tax rates.

The Village approved a similar incentive for Airy’s Inc. located adjacent to RG Riley & Sons in the Duvan Drive Industrial Park in June of 2018.

INCENTIVE POLICY CHECKLIST

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

- 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 6.
- The project will not create a burden and will effectively utilize existing Village infrastructure.
- The project meets the B. 8. Target Development area Incentive Policy requirement.

BENEFITS

The project will be an enhancement to the Village by retaining a long term employer in a high vacancy area of 8.6% which is more than double Tinley Park’s village wide industrial vacancy rate of 4.0%.

REQUEST

Staff is seeking direction regarding the approval of a Class 6B SER at 17700 Duvan Dr for RG Riley & Sons. The Economic and Commercial Commission recommended this item for approval on April 15. Staff is prepared to present this item at the June 4th Village Board meeting.





33 NORTH LASALLE STREET, 28TH FLOOR CHICAGO, ILLINOIS 60602
BRIAN P. LISTON (312) 580-1594 PETER TSANTILIS (312) 604-3808 FACSIMILE (312) 580-1592

March 11, 2019

VIA FEDERAL EXPRESS & EMAIL

Village of Tinley Park
ATTN: Patrick Hoban
16250 S. Oak Park Avenue
Tinley Park, IL 60477

**RE: Class 6b Tax Incentive
Sustainable Emergency Relief (SER) Program
RG Riley & Sons
17700 Duvan Drive
Tinley Park, Illinois 60477
PIN: 27-36-204-029-0000**

Dear Patrick:

RG Riley & Sons, Inc. (the "Applicant") requests a Resolution from the Village of Tinley Park supporting and consenting to a Class 6b Tax Incentive for the property under the Sustainable Emergency Relief Program (the "SER Program"). The Applicant is a bulk-clothing supplier that has been in business for over 80 years. Founded in the 1940's by Raymond George Riley, the company is now onto its fourth generation of family management. RG Riley & Sons, Inc. has occupied and utilized the property at 17700 Duvan Drive, Tinley Park, IL (PIN: 27-36-204-029-0000) as their headquarters since 1995.

On July 17, 2013, Cook County passed Ordinance Number 13-O-36, thus enacting the SER Program. To "qualify" for SER Program consideration, a Property must meet the following requirements:

- "The industrial enterprise that occupies the premises has been at the same location for a minimum of ten years prior to the date of the application for the SER Program;"
- "The industrial enterprise that occupies the premises submits evidence of the hardship supporting a determination that participation in the SER Program is necessary for the industrial enterprise to continue operations at its current location and maintain its staff, and that without such designation the industrial enterprise would not be economically viable causing the property to be in imminent risk of becoming vacant and unused; and"
- "The applicant is not receiving another Cook County property tax incentive for the same property."

The subject property meets the above elements and deserves to receive a Class 6b Tax Incentive through the SER Program. RG Riley & Sons, Inc. uses the property as a warehouse to pack and distribute wholesale, irregular & closeout clothing all across the globe.

Today the Applicant specializes exclusively in first quality closeout clothing and hand-graded irregular apparel from some of the leading manufacturers around the world, including Hanes, Dickies, Fruit of the Loom, Jerzees, Anvil, Gildan, Russell, Champion, and more. RG Riley & Sons, Inc. focuses specifically on the Sports/Active Wear, Casual Wear, and Work Wear categories. Its bulk wholesale clothing products include T-shirts, sleeveless T-Shirts, tank tops, long sleeve T-Shirts, hooded sweatshirts, crew sweatshirts, sweatpants, casual sport shirts, specialty work shirts, and other related apparel in all size ranges from infant/toddler through plus/king sizes.

The Applicant's customer base includes independent & mass market retailers, printers/embroiderers, wholesalers, e-commerce, and local chain stores including discount, food and drug, dollar stores, general merchandise, and flea market vendors who buy its clothing for resale. Applicant also supplies thrift, non-profit, and goodwill stores as well as student and other charitable organizations. RG Riley & Sons is proud to include some of the largest giving organizations like Samaritans Purse as one of its many customers with the hope that its cheaper prices help that many more needy individuals. Many 501(c)(3) organizations purchase its products benefiting 100's of worthy causes by providing cheap clothing to many individuals in need.

Due to substantial impacts to the economy, the heavy Cook County tax burden and the necessity of building improvements, the Applicant may soon have to vacate the facility, laying off or relocating the 25 full time jobs (all of which meet the Cook County Living Wage Ordinance).

The Subject Property requires extensive repair/improvements including major roof repair, a new/repaved parking lot and general appearance upgrades. The estimated costs of these initial improvements will be around \$20,000. The Applicant is also prepared to reinvest additional tax savings from the incentive into further improvements and additional labor. Without receiving the incentive on the property, the Applicant will likely have to vacate the facility and consolidate its operations with its facility in Virginia.

Since 2014, Applicant's gross sales revenue for the corporation have decreased drastically (see below & the attached Form 1120 Comparison Schedule):

- 2018: \$5,602,000
- 2017: \$7,088,742
- 2016: \$8,224,053
- 2015: \$8,470,785
- 2014: \$9,586,694

The combination of escalating operating expenses, a deteriorating building, burdensome sales tax, and the potential impact of an unstable economy has forced Applicant to consider opportunities not only outside of Tinley Park, but also outside of Illinois, to survive. As mentioned, the Applicant also has a facility in Virginia for its east coast operations, and will likely relocate to

LISTON & TSANTILIS

Virginia if the Tinley Park property does not receive the relief provided by the 6b Sustainable Emergency Relief Program. Moving to Virginia would force Applicant's employees to relocate or find new employment. Applicant prefers that both it and its employees remain in Tinley Park. If Applicant does stay in Tinley Park, it is possible that it will consolidate the Virginia operations with its Chicago operation, expanding the entire business under one roof. This would lead to increased jobs, revenue and exposure for Tinley Park.

Granting the Class 6B SER to the Applicant will also likely generate more property tax revenue for the Village of Tinley Park. If Applicant relocates to Virginia, the subject property will become entirely vacant and unused. When a property is completely vacant, the Cook County Assessor's Office routinely grants vacancy relief which lowers the amount of the building's assessed value by 80%. Because vacancy of property lowers the equalized assessed value of the property by a considerable amount, vacancy also lowers the amount of property taxes the property generates.

Applicant requests that the Village of Tinley Park support a Class 6b Tax Incentive through the SER Program as it will allow it to remain in Tinley Park and on the subject property. The property meets the necessary elements to "qualify" for the program: Applicant has been located at the property for over 10 years; is currently experiencing hardship and will not be able to remain at the property without assistance through the SER Program; and the property is not currently receiving assistance through a Cook County tax incentive program. Granting a 6B SER Tax Incentive will insure retention of the Applicant's business, employment opportunities, and tax revenue. Therefore, it is in the Village of Tinley Park's best interest to grant the Applicant's request.

Should you have any questions or concerns, or require additional information, please do not hesitate to contact me at (312) 604-3898. We thank you for your consideration.

Regards,



Mark J Rogers, Esq.

Encls.



**CLASS 6B SUSTAINABLE EMERGENCY RELIEF (SER)
ELIGIBILITY APPLICATION**

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

This Incentive is Not Renewable and applications will not be taken after November 30, 2018.

Carefully review the Class 6B 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:

APPLICANT INFORMATION

Name: RG Riley & Sons, Inc. Telephone: (708) 921-5874
Address: 17700 Duvan Drive
City: Tinley Park State: IL Zip Code: 60477

Contact Person (if different than the Applicant)

Name: Mike Riley, Sr.
Company: RG Riley & Sons, Inc. Telephone: (708) 223-7604
Address: 17700 Duvan Drive
City: Tinley Park State: IL Zip Code: 60477
Email Address: Mike@rgriley.com

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) 17700 Duvan Drive, Tinley Park, IL 60477
Permanent Real Estate Index Number: 27-36-204-029-0000
(2) _____
Permanent Real Estate Index Number: _____
(3) _____
Permanent Real Estate Index Number: _____

City: Tinley Park State: IL Zip Code: 60477
Township: Orland Existing Class: 5-93

PROPERTY INFORMATION

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

IDENTIFICATION OF PERSONS HAVING AN INTEREST IN THE PROPERTY

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

INDUSTRIAL USE

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

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

OCCUPANCY REQUIREMENTS

Industrial enterprise must have occupied the premises at the same location for a minimum of ten (10) consecutive years prior to the date of application.

- How many years has industrial enterprise occupied the premises? 24

ECONOMIC HARDSHIP VERIFICATION

Applicant must attach financial analysis (*including tax returns for Federal/State/Local*) and letter demonstrating economic hardship.

NO CURRENT COOK COUNTY PROPERTY INCENTIVE

Applicant verifies that they are not receiving another Cook County property tax incentive for the same property.

- Is Applicant receiving another Cook County property tax incentive for this property?

YES [] NO

SUBSTANTIAL OCCUPANCY VERIFICATION

Industrial enterprise must occupy a minimum 51% of premises.

- What percentage of industrial enterprise is occupied? 100%

EMPLOYMENT INFORMATION

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

Full-time: 25 Part-time: _____

How many permanent full-time and part-time employees do you now employ at this site?

Full-time: 25 Part-time: _____

LOCAL AND COOK COUNTY BOARD APPROVAL

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (*or the County Board, if the real estate is located in an unincorporated area*) should accompany this Application.

The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B **SER** Application and that it finds that Special Circumstances makes the Incentive necessary for the industrial enterprise to continue operations at its current location and maintain its staff, and that without such designation the enterprise would not be economically viable causing the property to be imminent risk of becoming vacant and unused. 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.

A certified copy of a resolution or ordinance from the County Board validating the municipal finding of special circumstances must be obtained by the Applicant. A letter from the County Board confirming that this resolution has been requested needs to be submitted to the Assessor's Office.

If, at a later date, the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B **SER** incentive. In all circumstances, both resolutions must be submitted by the time the applicant files an "Incentive Appeal".

TERMINATION OF CLASS 6B SER

If the business ceases operation a Cease Operation Form must be submitted within 30 days of the end of operations. In addition, the Class 6B designation under SER may be terminated by the Assessor immediately under any of the following circumstances:

- Failure to file the required annual affidavit prior to the filing deadline;
- Failure to maintain the property in substantial compliance with all applicable local building, safety, and health codes and requirements;
- Failure to comply with the Class 6B requirements of substantial occupancy

In return for receiving the incentive classification for the subject property, the undersigned owner(s) hereby stipulates and agrees that in the event of a termination, that the undersigned shall be personally liable for and shall reimburse to the County Collector an amount equal to the difference, if any, in the amount of taxes that would have been collected had the subject property been assessed without the incentive classification and the amount of taxes actually billed and collected upon the subject property for the tax year in which the incentive was revoked or cancelled during which the property was being assessed with the incentive classification. Failure of the undersigned to make such a reimbursement to the County Collector shall not constitute a lien upon the subject property but shall constitute an in personam liability, which may be enforced against the owners. If necessary, a Repayment Plan agreement could be established.

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.

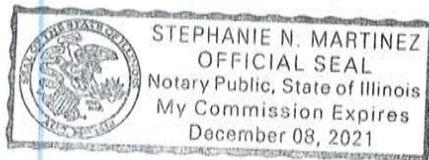
Mike Riley, Sr.
Signature

Mike Riley, Sr.
Print Name

3/11/2019
Date

Member
Title

Subscribed and sworn before me this 11 day of March, 20 19
Stephanie N. Martinez
Signature of Notary Public



INCENTIVES CLASS LIVING WAGE ORDINANCE AFFIDAVIT

Mike Riley, Sr. as agent for the applicant set forth below, who is seeking a classification incentive as referenced below, I do hereby state under oath as follows:

1. As the agent for the applicant set forth below, I have personal knowledge as to the facts stated herein.
2. The property identified by PIN(s) with commonly known address(es), listed in Exhibit A attached and herein incorporated, are/is the subject of a pending application/renewal (*circle as appropriate*) for one of the following development incentives provided by the Code of Ordinances of Cook County, Chapter 74, Article II, Division 2, The Cook County Real Property Assessment Classification Ordinance, Sec.74-60 et seq., as amended:

Class 6B Class 8 (*Industrial property*) Class 9

3. I have reviewed the Code of Ordinances of Cook County, Chapter 34, Article IV, Division 1 and The Cook County Living Wage Ordinance, Sec. 34-127 et seq., as amended (*the "Ordinance"*), and certify that the applicant is in compliance with the above referenced Cook County Living Wage Ordinance, due to one of the following options (*check as appropriate*):

Applicant is currently paying a living wage to its employees, as defined in the Ordinance.

OR

Applicant is not required to pay a living wage, pursuant to the Ordinance.

Further affiant sayeth not.

Mike Riley
Agent's Signature

17700 Duvan Drive, Tinley Park, IL 60477

Agent's Mailing Address

RG Riley & Sons, Inc.

Applicant's Name

Mike@rgriley.com

Applicant's e-mail address

Mike Riley, Sr. - Member

Agent's Name & Title

(708) 223-7604

Agent's Telephone Number

17700 Duvan Drive, Tinley Park, IL 60477

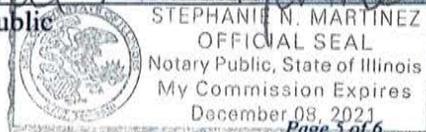
Applicant's Mailing Address

Subscribed and sworn before me this

11 day of

March, 20 19

Stephanie N. Martinez
Signature of Notary Public



EDS AFFIDAVIT

I, Michael J. Riley as agent for RG Riley & Sons, Inc. (the "Applicant") does hereby certify that it would attest to the following facts as required by Sections 74-46 and 74-62 through 74-73 of the Cook County Code if called to testify:

1. That I am a duly authorized agent for Applicant, who is the owner of the property located at 17700 Duvan Drive, Tinley Park, IL 60477; PIN: 27-36-204-029-0000 (the "Subject Property").
2. Applicant does not own any properties in Cook County.
3. Applicant's ownership is as follows:

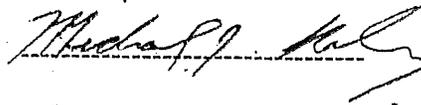
Michael Riley - Member 50%
13924 W. Chicago Bloomington Trail
Lockport, Illinois 60491

John Riley - Member - 50%
14360 Hillcrest
Homer Glen, IL 60491

4. To my knowledge and after reviewing the Applicant's records, Applicant is not delinquent in the payment of any property taxes administered by Cook County or by a local municipality.

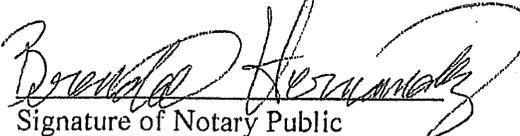
Further Affiant Sayeth Not

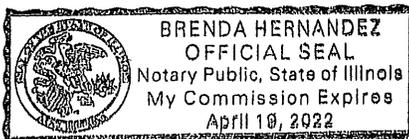
Michael J Riley



Date: 02.21.2019

Subscribed and sworn before me
This 6th day of March, 2019


Signature of Notary Public



Legal Description, Site and Building Square Footage

The subject property was built in 1976. The total land area of the subject parcel located at 17700 Duvan Drive, Tinley Park, IL (PINs: 27-36-204-029-0000) is approximately 364,009 square feet, and the total building area of the existing structure located thereon is approximately 110,160 square feet.

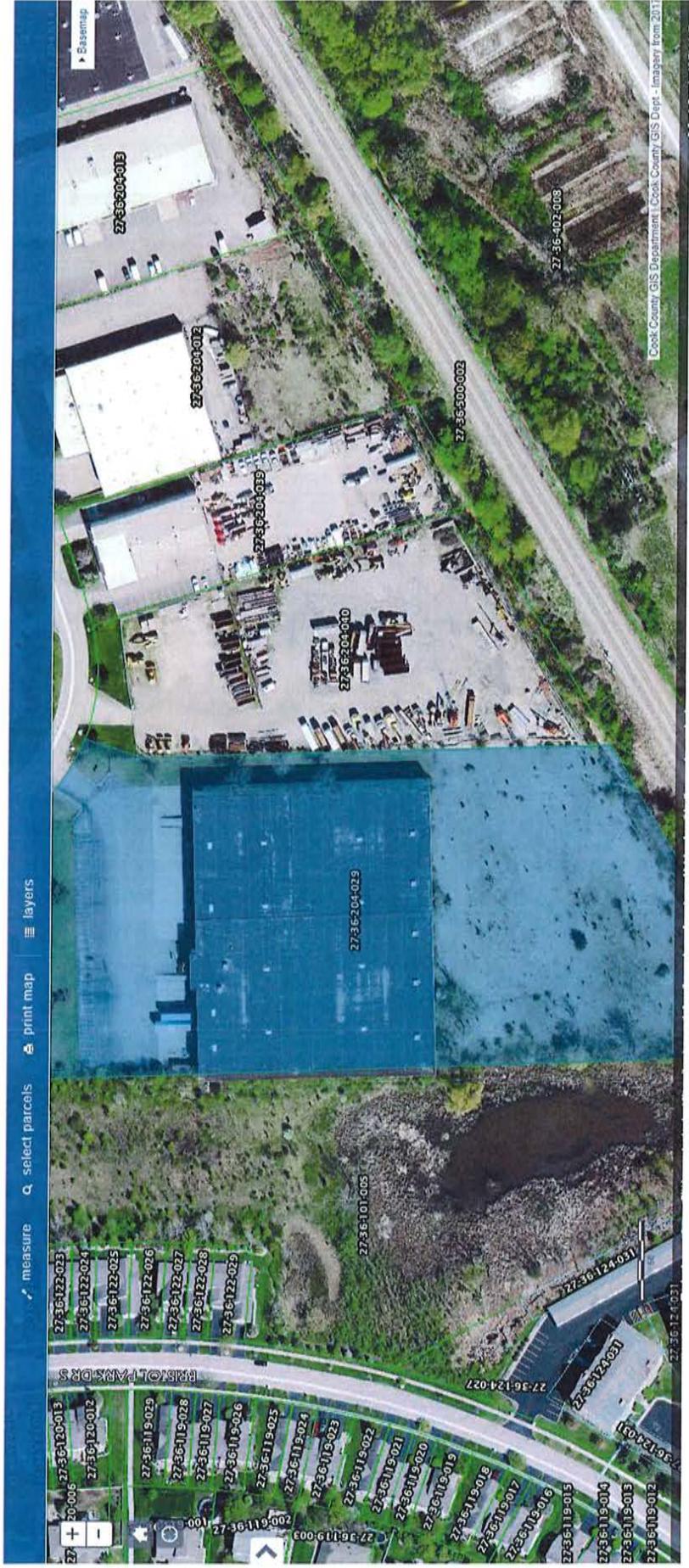
A copy of the legal description and aerial photograph for the subject property is attached hereto:

LEGAL DESCRIPTION:

1770 Duvan Drive, Tinley Park, IL 60477

PIN: 27-36-204-029-0000

LOT 8 IN TINLEY INDUSTRIAL PARK SUBDIVISION OF LOTS 7, 8, 9, 10 AND 11 IN VACATED DUVAN COURT IN TINLEY INDUSTRIAL PARK BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 36 TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.



Cook County GIS Department | Cook County GIS Dept. - Imagery from 2011



Ownership/User Information

Ownership: RG Riley & Sons, Inc. ("Applicant") is the owner of the property located at 17700 Duvan Drive, Tinley Park, IL 60477 (PIN: 27-36-204-029-0000).

Members: RG Riley & Sons, Inc.

John Riley – Member – 50%
14360 Hillcrest
Homer Glen, IL 60491

Michael Riley – Member - 50%
13294 W. Chicago Bloomington Trail
Lockport, Illinois 60491

Address: 17700 Duvan Drive, Tinley Park, IL 60447

Phone #: (708) 921-5874

Occupant: RG Riley & Sons, Inc. packs, warehouses and distributes clothing around the world.

Industrial Use

RG Riley & Sons, Inc. (the 'Applicant') is a bulk-clothing supplier that has been in business for over 80 years. Founded in the 1940's by Raymond George Riley, the company is now onto its fourth generation of family management. RG Riley & Sons, Inc. has occupied and utilized the property at 17700 Duvan Drive, Tinley Park, IL (PIN: 27-36-204-029-0000) as their headquarters since 1995. RG Riley & Sons, Inc. utilize the facility to pack, warehouse and distribute a wide selection of clothing.

The Applicant specializes exclusively in packing, warehousing and distribution of first quality closeout clothing and hand-graded irregular apparel from some of the leading manufacturers around the world, including Hanes, Dickies, Fruit of the Loom, Jerzees, Anvil, Gildan, Russell, Champion, and more. RG Riley & Sons, Inc. focuses specifically on the Sports/Active Wear, Casual Wear, and Work Wear categories. Its bulk wholesale clothing products include T-shirts, sleeveless T-Shirts, tank tops, long sleeve T-Shirts, hooded sweatshirts, crew sweatshirts, sweatpants, casual sport shirts, specialty work shirts, and other related apparel in all size ranges from infant/toddler through plus/king sizes.

The Applicant's customer base includes independent & mass-market retailers, printers/embroiderers, wholesalers, e-commerce, and local chain stores including discount, food and drug, dollar stores, general merchandise, and flea market vendors who buy its clothing for resale. Applicant also supplies thrift, non-profit, and goodwill stores as well as student and other charitable organizations. RG Riley & Sons is proud to include some of the largest giving organizations like Samaritans Purse as one of its many customers with the hope that its cheaper prices help that many more needy individuals. Many 501(c)(3) organizations purchase its products benefiting 100's of worthy causes by providing cheap clothing to many individuals in need.

Economic Hardship Verification

Since 2014, Applicant's gross sales revenue have decreased drastically:

- 2018: \$5,602,000
- 2017: \$7,088,742
- 2016: \$8,224,053
- 2015: \$8,470,785
- 2014: \$9,586,694

The Subject Property requires extensive repair/improvements including major roof repair, a new/repaved parking lot and general appearance upgrades. The estimated costs of these initial improvements will be around \$20,000. The Applicant is also prepared to reinvest additional tax savings from the incentive into further improvements and additional labor. Without receiving the incentive on the property, the Applicant will likely have to vacate the facility and consolidate its operations with its facility in Virginia.

The combination of escalating operating expenses, a deteriorating building, burdensome sales tax, and the potential impact of an unstable economy has forced Applicant to consider opportunities not only outside of Tinley Park, but also outside of Illinois, to survive. As mentioned, the Applicant also has a facility in Virginia; without the relief provided by the 6b Sustainable Emergency Relief Program, Applicant will be forced to relocate to Virginia. Moving to Virginia would force Applicant's employees to relocate or find new employment. Applicant prefers that both it and its employees remain in Tinley Park.

Comparison Schedule of 2015 to 2014 (Form 1120, Page 1)

Name as shown on return		Employer Identification Number	
R. G. RILEY & SONS, INC.		36-2494086	
Description	2015	2014	Difference
Income			
Gross receipts or sales	8,470,785.	9,586,694.	-1,115,909.
Less returns and allowances	76,512.	76,939.	-427.
Net receipts or sales	8,394,273.	9,509,755.	-1,115,482.

Comparison Schedule of 2016 to 2015 (Form 1120, Page 1)

Name as shown on return		Employer Identification Number	
R. G. RILEY & SONS, INC.		36-2494086	
Description	2016	2015	Difference
Income			
Gross receipts or sales	8,224,053.	8,470,785.	-246,732.
Less returns and allowances	17,907.	76,512.	-58,605.
Net receipts or sales	8,206,146.	8,394,273.	-188,127.

Comparison Schedule of 2017 to 2016 (Form 1120, Page 1)

Name as shown on return		Employer Identification Number	
R. G. RILEY & SONS, INC.		36-2494086	
Description	2017	2016	Difference
Income			
Gross receipts or sales	7,088,742.	8,224,053.	-1,135,311.
Less returns and allowances	37,509.	17,907.	19,602.
Net receipts or sales	7,051,233.	8,206,146.	-1,154,913.



CLASS 6B

ELIGIBILITY BULLETIN

Cook County Living Wage Ordinance

Please be advised that every applicant for this incentive will be required to provide an affidavit to the Assessor's Office to confirm compliance with the Cook County Living Wage Ordinance. The Cook County Assessor will not grant any request for incentive classification until it receives the required affidavit.

Incentive Benefits

The Class 6b classification is designed to encourage industrial development throughout Cook County by offering a real estate tax incentive for the development of new industrial facilities, the rehabilitation of existing industrial structures, and the industrial reutilization of abandoned buildings. The goal of Class 6b is to attract new industry, stimulate expansion and retention of existing industry and increase employment opportunities.

Under the incentive provided by Class 6b, qualifying industrial real estate would be eligible for the Class 6b level of assessment from the date that new construction or substantial rehabilitation is completed and initially assessed or, in the case of abandoned property, from the date of substantial re-occupancy. Properties receiving Class 6b will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. This constitutes a substantial reduction in the level of assessment and results in significant tax savings. In the absence of this incentive, industrial real estate would normally be assessed at 25% of its market value.

Where buildings or other structures qualify for the incentive as new construction or as abandoned property as defined below, the reduced level of assessment under Class 6b will apply to those structures in their entirety as well as to the land upon which they are situated. Where there is substantial rehabilitation of an existing structure which has not been abandoned, the reduced incentive level of assessment is applicable to the additional market value attributable to the rehabilitation, including qualified land related to the rehabilitation. ***(Please note that the additional value attributable to the rehabilitation for assessment purposes is likely to be lower than the actual amount spent on the rehabilitation.)*** Land qualifies when the rehabilitation adds vertical or horizontal square footage to the improvements. The amount of land eligible for the incentive shall be in such proportion as the square footage added by the rehabilitation bears to the total square footage of the improvements on the parcel.

Eligibility Requirements

Real estate is eligible for Class 6b status under the following conditions:

1. The real estate is used primarily for "industrial purposes".
2. There is either (a) new construction, (b) substantial rehabilitation, or (c) substantial re-occupancy of "abandoned" property.
3. An Eligibility Application and supporting documents have been timely filed with the Office of the Assessor according to deadlines as set forth in the "What Must Be Filed" and "Time for Filing" sections of this Bulletin.
4. The municipality in which such real estate is located (or the County Board, if the real estate is located in an unincorporated area) must, by lawful resolution or ordinance, expressly state that it supports and consents to the filing of a Class 6b Application and that it finds Class 6b necessary for development to occur on the subject property.

The following definitions, as set forth in the Cook County Real Property Assessment Classification Ordinance, pertain to the Class 6b incentive provision:

Industrial purposes: "Any real estate used primarily in manufacturing ... or in the extraction or processing of raw materials unserviceable in their natural state to create new physical products or materials, or in the processing of materials for recycling, or in the transportation or storage of raw materials or finished or partially finished physical goods in the wholesale distribution of such materials or goods for sale or leasing."

Manufacturing: "The material staging and production of goods used in procedures commonly regarded as manufacturing, processing, fabrication, or assembling which changes existing material into new shapes, new qualities, or new combinations and including research and development associated with the production of goods."

Abandoned property: "Buildings and other structures that, after having been vacant and unused for at least 24 continuous months, are purchased for value by a purchaser in whom the seller has no direct financial interest." An exception to this definition shall be, "if the municipality or the Board of Commissioners, as the case may be, finds that special circumstances justify finding that the property is 'abandoned' for the purpose of Class 6b."

The finding of abandonment, along with the specification of the special circumstances, shall be included in the resolution or ordinance supporting and consenting to the incentive application. Notwithstanding the foregoing, special circumstances may not be determined to justify finding that a property is deemed "abandoned" where:

- A. There has been a purchase for value and the buildings and other structures have not been vacant and unused prior to such purchase; or
- B. There has been no purchase for value and the buildings and other structures have been vacant and unused for less than 24 continuous months.

If the ordinance or resolution containing a finding of "special circumstances" is that of a municipality, the approval of the County Board of Commissioners is required to validate such a finding that the property is deemed "abandoned" for purposes of the incentive, and a resolution to that effect shall be included with the eligibility application.

What Must Be Filed

An applicant seeking the reclassification of real estate to Class 6b is required to file a "Class 6b Eligibility Application" with the Office of the Assessor. At the time of filing the application, a filing fee of \$500.00 must be paid. In addition, an applicant may submit, at the same time, a certified copy of an ordinance or resolution adopted by the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) expressly stating that it supports and consents to the filing of a Class 6b Application and that it finds Class 6b necessary for development to occur on the subject property. If the resolution is not filed at the time the Eligibility Application is submitted to the Assessor, the applicant must file, at that time, a letter from the municipality or the County Board confirming that a resolution or ordinance supporting the incentive has been requested. 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 also file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested.

Should the municipality or the County Board, at a later date, deny the applicant's request for a resolution or ordinance, whether or not construction or re-occupancy has begun, the applicant will be deemed ineligible for reclassification to Class 6b. Any information that is not known or any supporting documents that are not available at the time of the initial filing must be submitted as a supplement to the Application.

After the construction or re-occupancy has taken place, an applicant must also file an "Incentives Appeal Form" requesting that the real estate be reclassified to Class 6b. At the time of filing the appeal, an appeal fee of \$100.00 must be paid. If a resolution from the municipality where the property is located, or the Cook County Board of Commissioners if located in an unincorporated area, was not filed with the Eligibility Application, the applicant must file a certified copy of the resolution or ordinance supporting the incentive at this time. No final action on a request for reclassification to Class 6b will be taken until an Appeal and an Eligibility Application, along with the required documentation as described therein, are completed and filed with the Office of the Assessor.

In addition, during the term of the incentive, the Class 6b recipient must file a triennial affidavit attesting to the use of the property and the number of workers employed at the Class 6b site. The Assessor will mail Class 6b recipients the affidavit forms at the time of their triennial reassessments. The affidavit must be signed, notarized and returned to the Assessor within three weeks. Failure to file the triennial affidavits within that time will result in the loss of the incentive.

Time for Filing

The Eligibility Application along with the appropriate resolution or letter confirming that a resolution has been requested *must be filed* with the Assessor *prior to*, but no earlier than one year before, *commencement of new construction* (excluding demolition, if any) *or substantial rehabilitation*. With respect to abandoned property, the eligibility application must be made to the Assessor ***prior to the commencement of the reoccupation of the vacant and unused property.***

Where reoccupation of "abandoned" property and subsequent substantial rehabilitation is planned, a single Eligibility Application and resolution, ordinance, or letter confirming that a resolution has been requested, may be filed for both situations, provided that the Application is filed prior to the commencement of reoccupation and such rehabilitation.

To finalize the classification change, a "Real Estate Assessed Valuation Appeal" must be filed after the construction or re-occupancy has taken place. In instances where a certified copy of an ordinance or resolution expressly stating that the municipality or County Board supports and consents to filing of a Class 6b Application has not yet been filed, it must be filed at this time. For the purpose of certifying final assessments on a timely basis to the Board of Appeals, deadlines for filing Appeals are established on a township basis. Check with the Office of the Assessor to determine when the deadline occurs for a particular township.

The 6b classification may be renewed during the last year in which a property is entitled to a 10% assessment level or when the incentive is still applied at the 15% or 20% assessment level, by filing a renewal application and a certified copy of a resolution or ordinance adopted by the municipality in which the real estate is located, or by the County Board, if located in an unincorporated area of Cook County, expressly stating that it supports and consents to the renewal of the Class 6b incentive and that it has determined that the industrial use of the property is necessary and beneficial to the local economy. The notice of intent to request renewal will be forwarded by the Assessor's Office to the Cook County Board. The owners must notify the Assessor's Office of their intent to request renewal at the time they request a resolution or ordinance agreeing to the renewal from the municipality or County Board. The number of renewal period requests is not limited.

Questions regarding Class 6b may be directed to the Development Incentives Department of the Office of the Cook County Assessor, Room 301, 118 North Clark Street, Chicago, Illinois 60602, (312) 603-7529.



Interoffice Memo

Date: May 28, 2019

To: Trustee Mueller, Chair
Community Development Committee
Dave Niemeyer, Village Manager

From: Daniel Ritter, AICP
Senior Planner

Subject: AT&T Master Pole/Attachment Agreement for Small Cell Co-Location on Village-owned Utility Poles

BACKGROUND

S.B. 1451, known as Small Wireless Facilities Deployment Act (the Act) was approved by the Illinois General Assembly and signed by Governor Rauner into law in April 2018. This law established state-wide regulations for collocation of small cell antennas located within the public right-of-way and on private commercial and industrial properties. The Village subsequently passed a Small Cell Regulation Ordinance in July 2018 to retain as much control as possible over the siting of small cell antennas in public right-of-ways.

The proposed Master Pole Agreement is based off the Illinois Municipal League's (IML) Model Agreement, with only minor changes to keep consistent code references and terminology. The overarching agreement with AT&T will permit location of small cell wireless equipment on the Village's municipally-owned utility poles. Separate supplements for each pole co-location can be approved administratively by the Village Manager. Each supplement is approved for a duration of five years. This agreement sets the highest permit fees and annual rent as permitted by the Act. Additionally, bonds are required for each pole to ensure removal of equipment and restoration of the site if the small cell use is discontinued or an early termination agreement is initiated. The Act requires that this process of adopting a Master Pole/Attachment Agreement is in place to avoid having to complete new agreements for each pole, which can be time-consuming.

In the event the Act is repealed or changed (such as an increase to maximum rent), the Village will have the option to change the small cell ordinance and attachment agreements. Any new or changed provisions will be able to be implemented once the supplement is up for renewal (supplements are approved for five-year durations). It is expected that there will be identical agreements for two or three other carriers in the near future. The Village Board recently had a 1st Reading of the proposed small cell design guidelines that are also in the process of being adopted and will ensure a consistent design for all small cell wireless facility locations in the Village.

REQUEST

The attached Resolution and Master Pole Agreement were drafted and presented based on the recommendation of the Illinois Municipal League, Village Attorney, and Village Planning staff. Staff is requesting the Community Development Committee recommend that the agreement be adopted by the Village Board at the regular June 4, 2019 meeting.



THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. _____

**A RESOLUTION APPROVING A MASTER POLE ATTACHMENT
AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND NEW
CINGULAR WIRELESS PCS, LLC (D/B/A AT&T)**

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

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. _____

**A RESOLUTION APPROVING A MASTER POLE ATTACHMENT
AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND NEW
CINGULAR WIRELESS PCS, LLC (D/B/A AT&T)**

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”) desires to enter into a Master Pole Attachment Agreement (“Agreement”) with New Cingular Wireless PCS, LLC (“Wireless PCS”) (D/B/A AT&T), attached hereto as Exhibit 1, pertaining to the installation, maintenance, and operation of small cell wireless facilities in the Village; 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 the Village of Tinley Park and its residents to approve said Agreement with Wireless PCS; 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: The 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 be entered into with Wireless PCS, and that the Village President is hereby authorized to execute said Agreement on behalf of the Village, with said Agreement to be substantially in the form attached hereto and made a part hereof as Exhibit 1, subject to review and revision as to form by the Village Attorney.

SECTION 3: 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 4th day of June, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 4th day of June, 2019.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____, “A RESOLUTION APPROVING A MASTER POLE ATTACHMENT AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND NEW CINGULAR WIRELESS PCS, LLC (D/B/A AT&T),” which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 4, 2019

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 4th day of June, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

MASTER POLE ATTACHMENT AGREEMENT

This Master Pole Attachment Agreement ("Agreement") made this ____ day of _____, 20____, between the VILLAGE OF TINLEY PARK, with its principal offices located at 16250 S. Oak Park Avenue, Tinley Park, IL 60477, hereinafter designated LICENSOR and NEW CINGULAR WIRELESS PCS, LLC a Delaware limited liability company, with its principal offices at 1025 Lenox Park Blvd NE 3rd Floor Atlanta, GA 30319, hereinafter designated LICENSEE. LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

WHEREAS, LICENSOR is the owner, of certain utility poles, wireless support structures, and/or real property, which are located within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission (FCC) to LICENSEE; and

WHEREAS, LICENSEE desires to install, maintain and operate small wireless facilities in and/or upon certain of LICENSOR's utility poles, wireless support structures and/or real property; and

WHEREAS, LICENSOR and LICENSEE acknowledge that any term used in this Agreement that is defined in Chapter 106 "Small Wireless Facilities" of Title IX "General Regulations" of the Tinley Park Municipal Code (as now or hereafter amended "Chapter 106") shall have the meaning provided therein; and

WHEREAS, LICENSOR and LICENSEE acknowledge that the terms of this Agreement are nondiscriminatory, competitively neutral and commercially reasonable; and

WHEREAS, LICENSOR and LICENSEE desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which LICENSOR may wish to permit LICENSEE to install, maintain and operate small wireless facilities as hereinafter set forth; and

WHEREAS, the LICENSOR and LICENSEE intend to promote the expansion of communications services in a manner consistent with the Small Wireless Facilities Deployment Act ("Act"), the Illinois Cable and Video Competition Act, the Illinois Telephone Company Act, the Telecommunications Act of 1996, the Middle Class Tax Relief and Job Creation Act of 2012, the Simplified Municipal Telecommunications Tax Act, 35 ILCS 636/5-1, *et. seq.* and Federal Communication Commission Regulations; and

WHEREAS, LICENSOR and LICENSEE acknowledge that they will enter into a License Supplement ("Supplement"), a copy of which is attached hereto as Exhibit A, with respect to any particular location or site which the Parties agree to license; and

WHEREAS, the Parties acknowledge that different related entities may operate or conduct the business of LICENSEE in different geographic areas and as a result, each Supplement may be signed by LICENSEE affiliated entities as further described herein, as appropriate based upon the entity holding the FCC license in the subject geographic location.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

- 1) PREMISES. Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LICENSOR agrees to license to LICENSEE that certain space on or upon LICENSOR's utility poles, and/or wireless support structures as more fully described in each Supplement to be executed by the Parties hereinafter referred to as the "Premises", for the installation, operation, maintenance, repair and modification of small wireless facilities; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property (as defined below) and to and from the Premises for the purpose of installation, operation, maintenance, repair and modification of LICENSEE's small wireless facilities. The LICENSOR's utility poles, wireless support structures and other poles and towers are hereinafter referred to as "Pole" and the entirety of the LICENSOR's property is hereinafter referred to as "Property". In the event there are not sufficient electric and telephone, cable or fiber utility sources located at the Premises or on the Property, LICENSOR agrees to grant LICENSEE the right to install such utilities on, over and/or under the Property and to the Premises as necessary for LICENSEE to operate its communications facility, but only from the duly authorized provider of such utilities, provided the location of such utilities shall be designated by LICENSOR.
- 2) PERMIT APPLICATION. For each small wireless facility, LICENSEE shall submit an application to LICENSOR for a permit that includes:
 - a) Site specific structural integrity and, for LICENSOR'S utility pole or wireless support structure, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;
 - b) The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;
 - c) Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;
 - d) The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
 - e) A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved;
 - f) Certification that the collocation complies with LICENSOR's Small Wireless Facilities Ordinance requirements, to the best of the applicant's knowledge; and
 - g) The application fee due.
- 3) APPLICATION FEES. Application fees are subject to the following requirements:
 - a) LICENSEE shall pay an application fee of \$650 for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure and \$350 for each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures.

- b) LICENSEE shall pay an application fee of \$1,000 for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.
- c) Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section must be accompanied by the required application fee.
- d) LICENSOR shall not require an application, approval, or permit, or require any fees or other charges, from LICENSEE, for:
 - i) routine maintenance; or
 - ii) the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if LICENSEE notifies LICENSOR at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with the requirements of this Agreement; or
 - iii) the installation, placement, maintenance, operation, or replacement of small wireless facilities that are suspended on cables that are strung between existing utility poles in compliance with applicable safety codes, provided this provision does not authorize such facilities to be suspended from municipal electric lines, if any.

LICENSEE shall secure a permit from LICENSOR to work within rights-of-way for activities that affect traffic patterns or require lane closures.

4) REQUIREMENTS.

- a) LICENSEE's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications. LICENSEE shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment. Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency. If a small wireless facility causes such interference, and LICENSEE has been given written notice of the interference by the public safety agency, LICENSEE, at its own expense, shall take all reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down the small wireless facility and later powering up the small wireless facility for intermittent testing, if necessary. The LICENSOR may terminate a permit for a small wireless facility based on such interference if LICENSEE is not making a good faith effort to remedy the problem in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.
- b) LICENSEE shall not install devices on the existing utility pole or wireless support structure that extend beyond ten (10) feet of the pole's existing height.
- c) LICENSEE shall install pole mounted equipment at a minimum of eight (8) feet from the ground.
- d) LICENSEE shall be limited to one (1) cabinet or other ground mounted device for ground mounted installations.

- e) LICENSEE shall paint antennas, mounting hardware, and other devices to match or complement the structure upon which they are being mounted.
- f) LICENSEE shall install landscaping at the base of poles with respect to any ground equipment installed by LICENSEE on which devices are being installed as required by the LICENSOR's Small Wireless Facilities Ordinance, Zoning Ordinance or Landscape Code, to the extent applicable.
- g) LICENSEE shall, to the extent applicable, comply with all the terms and conditions of Chapter 103 "Construction of Utility Facilities in Public Rights-of-Way" of Title IX "General Regulations" of the Tinley Park Municipal Code (as now or hereafter amended "Chapter 103") and Chapter 106 in regards to construction of utility facilities in public rights-of-way.
- h) LICENSEE shall comply with applicable requirements that are imposed by a contract between the LICENSOR and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.
- i) LICENSEE shall comply with applicable spacing requirements in Chapter 106 and the Zoning Ordinance concerning the location of ground-mounted equipment located in the right-of-way.
- j) LICENSEE shall, to the extent applicable, comply with Chapter 103 and Chapter 106 and the Zoning Ordinance concerning undergrounding requirements or determinations from the municipal officer or employee in charge of municipal utilities, if any.
- k) LICENSEE shall, to the extent applicable, comply with Chapter 103 and Chapter 106 and the Zoning Ordinance for construction and public safety in the rights-of-way, including, but not limited to, wiring and cabling requirements, grounding requirements, utility pole extension requirements, and signage limitations; and shall comply with reasonable and nondiscriminatory requirements that are consistent with PA 100-0585 and adopted by LICENSOR regulating the location, size, surface area and height of small wireless facilities, or the abandonment and removal of small wireless facilities.
- l) LICENSEE shall not collocate small wireless facilities within the communication worker safety zone of the pole or the electric supply zone of the pole on LICENSOR utility poles that are part of an electric distribution or transmission system. However, the antenna and support equipment of the small wireless facility may be located in the communications space on the LICENSOR utility pole and on the top of the pole, if not otherwise unavailable, if LICENSEE complies with Chapters 103 and Chapter 106 and the Zoning Ordinance for work involving the top of the pole. For purposes of this subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.
- m) LICENSEE shall comply with all applicable Village ordinances or codes that concern public safety.
- n) LICENSEE shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this Agreement. LICENSEE shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and

skilled in accordance with all applicable industry and governmental standards and regulations.

- o) LICENSEE shall comply with Chapter 103 and the applicable Zoning Ordinance requirements for decorative utility poles, or stealth, concealment, and aesthetic requirements that are identified by LICENSOR in the Zoning Ordinance, Legacy Plan or other written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark, in a historic district or in LICENSOR's Legacy District.
- p) LICENSEE shall comply with the applicable design or concealment measures in a historic district or historic landmark set forth in Chapter 103 and the Zoning Ordinance. With respect to an application for the collocation of a small wireless facility on a decorative pole, LICENSOR may propose that the small wireless facility be collocated on an existing pole or existing wireless support structure within 100 feet of the proposed collocation, which LICENSEE shall accept so long as the alternate location and structure does not impose technical limits or additional material costs as determined by LICENSEE. In the absence of an agreement to collocate on an alternate location, LICENSEE will conceal or enclose its small wireless facility and associated equipment as much as is technically feasible on LICENSOR's decorative pole.

Any such design or concealment measures, including restrictions on a specific category of poles, may not have the effect of prohibiting any LICENSEE's technology. Such design and concealment measures shall not be considered a part of the small wireless facility for purposes of the size restrictions of a small wireless facility. This paragraph may not be construed to limit LICENSOR's enforcement of historic preservation in conformance with the requirements adopted pursuant to the Illinois State Agency Historic Resources Preservation Act or the National Historic Preservation Act of 1966, 54 U.S.C. Section 300101 *et seq.* and the regulations adopted to implement those laws.

5) APPLICATION PROCESS. LICENSOR shall process applications as follows:

- a) An application to collocate a small wireless facility on an existing utility pole, replacement of an existing utility pole or wireless support structure owned or controlled by LICENSOR shall be processed by LICENSOR and deemed approved if LICENSOR fails to approve or deny the application within ninety (90) days. However, if LICENSEE intends to proceed with the permitted activity on a deemed approved basis, LICENSEE must notify LICENSOR in writing of its intention to invoke the deemed approved remedy no sooner than seventy five (75) days after the submission of a completed application. The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by LICENSOR. The receipt of the deemed approved notice shall not preclude LICENSOR's denial of the permit request within the time limits as provided under the Act.
- b) An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed and deemed approved if LICENSOR fails to approve or deny the application within one hundred twenty (120) days. However, if LICENSEE applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant must notify LICENSOR in writing of its intention to invoke the deemed approved remedy no sooner than one hundred five (105) days after the submission of a completed application. The permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the

deemed approved notice by LICENSOR. The receipt of the deemed approved notice shall not preclude LICENSOR's denial of the permit request within the time limits as provided under the Act.

- c) LICENSOR shall approve an application unless the application does not meet the applicable requirements of Chapter 106.
- d) If LICENSOR determines that applicable codes, local code provisions or regulations that concern public safety, or the requirements of Chapter 106, require that the utility pole or wireless support structure be replaced before the requested collocation, approval may be conditioned on the replacement of the utility pole or wireless support structure at the cost of LICENSEE. LICENSOR must document the basis for a denial, including the specific code provisions or application conditions on which the denial was based, and send the documentation to LICENSEE on or before the day LICENSOR denies an application. LICENSEE may cure the deficiencies identified by LICENSOR and resubmit the revised application once within thirty (30) days after notice of denial is sent to the applicant without paying an additional application fee. LICENSOR shall approve or deny the revised application within thirty (30) days after LICENSEE resubmits the application or it is deemed approved. However, LICENSEE must notify LICENSOR in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the resubmitted application. Any subsequent review shall be limited to the deficiencies cited in the denial. However, this revised application cure does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.
- e) COMPLETENESS OF APPLICATION. Within thirty (30) days after receiving an application, the LICENSOR shall determine whether the application is complete and notify the applicant. If an application is incomplete, the LICENSOR shall specifically identify the missing information. An application shall be deemed complete if the LICENSOR fails to provide notification to the applicant within thirty (30) days after all documents, information and fees specifically enumerated in the LICENSOR's permit application form are submitted by the applicant to the LICENSOR. Processing deadlines are tolled from the time the LICENSOR sends the notice of incompleteness to the time the applicant provides the missing information.
- f) TOLLING. The time period for applications may be further tolled by the express agreement in writing by both LICENSOR and LICENSEE; or a local, State or federal disaster declaration or similar emergency that causes the delay.
- g) CONSOLIDATED APPLICATIONS. A LICENSEE seeking to collocate small wireless facilities within the jurisdiction of LICENSOR shall be allowed, at LICENSEE's discretion, to file a consolidated application and receive a single permit for the collocation of up to twenty five (25) small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure. If an application includes multiple small wireless facilities, LICENSOR may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. LICENSOR may issue separate permits for each collocation that is approved in a consolidated application.

- 6) COLLOCATION COMPLETION DEADLINE. Collocation for which a permit is granted shall be completed within one hundred eighty (180) days after issuance of the permit, unless LICENSOR and LICENSEE agree to extend this period or a delay is caused by make-ready work for a LICENSOR utility pole or by the lack of commercial power or backhaul availability at the site, provided LICENSEE has made a timely request within sixty (60) days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed three hundred sixty (360) days after issuance of the permit. Otherwise, the permit shall be void unless LICENSOR grants an extension in writing to the LICENSEE.
- 7) DURATION OF PERMITS AND SUPPLEMENTS. The duration of a permit and the initial Supplement shall be for a period of five (5) years, and the permit and Supplement shall be renewed for equivalent durations unless LICENSOR makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable codes or local code provisions or regulations in Chapter 106. If P.A. 100-0585 is repealed as provided in Section 90 of the Act, renewals of permits shall be subject to the LICENSOR's code provisions or regulations in effect at the time of renewal.
- 8) EXTENSIONS. Each Supplement may be extended for additional five (5) year terms unless LICENSEE terminates it at the end of the then current term by giving LICENSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "Term". Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration or termination.
- 9) RENTAL. Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term of each Supplement shall be for five (5) years and shall commence on the first day of the month following the day that LICENSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental as set forth in the Supplement, to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to the LICENSOR in the Supplement (unless LICENSOR otherwise designates another payee and provides notice to LICENSEE). LICENSOR and LICENSEE acknowledge and agree that the initial rental payment for each Supplement shall not actually be sent by LICENSEE until thirty (30) days after the Commencement Date. LICENSOR and LICENSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement. Rental for the use of any poles pursuant to this Agreement, shall be an annual fee of \$200.00 per each wireless facility which LICENSEE attaches to LICENSOR's pole. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of the applicable Supplement. Upon agreement of the Parties, LICENSEE may pay rent by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.
- 10) ABANDONMENT. A small wireless facility that is not operated for a continuous period of twelve (12) months shall be considered abandoned and the LICENSEE must remove the small wireless facility within ninety (90) days after receipt of written notice from LICENSOR notifying LICENSEE of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by LICENSOR to the LICENSEE at the last known address of LICENSEE. If the small wireless facility is not removed within ninety (90) days of such notice, LICENSOR may remove or cause the removal of such facility and charge said costs to the LICENSEE.

LICENSEE shall provide written notice to LICENSOR of any sale or transfer of small wireless facilities not less than thirty (30) days prior to such transfer and said notice shall include the name and contact information of the new wireless provider.

- 11) CONDITION OF PREMISES. Where the Premises includes one or more Poles, LICENSOR covenants that it will keep the Poles in good repair as required by all federal, state, county and local laws. If the LICENSOR fails to make such repairs including maintenance within sixty (60) days, of any notification to LICENSOR, the LICENSEE shall have the right to cease annual rental for the affected poles, but only if the poles are no longer capable of being used for the purpose originally contemplated in this Agreement or otherwise do not comply with existing law. If LICENSEE terminates, LICENSEE shall remove its small wireless facility. Termination of this Agreement shall be the LICENSEE's sole remedy.
- 12) MAKE READY TERMS. LICENSOR shall not require more make-ready work than required to meet applicable codes or industry standards. Make-ready work may include work needed to accommodate additional public safety communications needs that are identified in a documented and approved plan for the deployment of public safety equipment as specified and included in an existing or preliminary LICENSOR or public service agency plan. Fees for make-ready work, including any LICENSOR utility pole attachment, shall not exceed actual costs or the amount charged to communications service providers for similar work and shall not include any consultants' fees or expenses for LICENSOR utility poles that do not support aerial facilities used to provide communications services or electric service. Make-ready work, including any pole replacement, shall be completed within sixty (60) days of written acceptance of the good-faith estimate by the LICENSOR at the LICENSEE's sole cost and expense.
- 13) AERIAL FACILITIES. For LICENSOR utility poles that support aerial facilities used to provide communications services or electric services, LICENSEE shall comply with the process for make-ready work under 47 U.S.C. 224 and its implementing regulations. LICENSOR shall follow a substantially similar process for such make-ready work except to the extent that the timing requirements are otherwise addressed in Chapter 106. The good-faith estimate of the person owning or controlling LICENSOR's utility pole for any make-ready work necessary to enable the pole to support the requested collocation shall include LICENSOR utility pole replacement, if necessary. Make-ready work for utility poles that support aerial facilities used to provide communications services or electric services may include reasonable consultants' fees and expenses.
- 14) NO AERIAL FACILITIES. For LICENSOR utility poles that do not support aerial facilities used to provide communications services or electric services, LICENSOR shall provide a good-faith estimate for any make-ready work necessary to enable the LICENSOR utility pole to support the requested collocation, including pole replacement, if necessary, within ninety (90) days after receipt of a complete application. Make-ready work, including any LICENSOR utility pole replacement, shall be completed within sixty (60) days of written acceptance of the good-faith estimate by LICENSEE at LICENSEE's sole cost and expense. Alternatively, if LICENSOR determines that applicable codes or public safety regulations

require the LICENSOR's utility pole to be replaced to support the requested collocation, LICENSOR may require LICENSEE to replace LICENSOR's utility pole at LICENSEE's sole cost and expense.

- 15) GENERAL RESTRICTIONS. In the event LICENSOR, in its reasonable discretion deems it necessary to remove, relocate or replace a Pole, LICENSOR shall notify LICENSEE at least one hundred eighty (180) days prior of the need to remove or relocate its small wireless facility. In such event, LICENSOR shall provide options for alternative locations for LICENSEE relocation of equipment which shall be in a mutually agreeable location ("Alternative Premises"). LICENSEE shall be solely responsible for all costs related to the relocation of its small wireless facility to the Alternative Premises. In the event that a suitable Alternative Premises cannot be identified, LICENSEE may terminate the applicable Supplement. In the event of an emergency, which for purposes of this Agreement shall be considered any imminent threat to health, safety and welfare of the public, LICENSOR must provide as much notice as reasonably practical under the circumstances. LICENSEE may terminate this Agreement by giving written notice to the other party specifying the date of termination, such notice to be given not less than one hundred eighty (180) days prior to the date specified therein.
- 16) ELECTRICAL. LICENSEE shall be permitted to connect its equipment to necessary electrical and telephone service, at LICENSEE's expense. LICENSEE shall attempt to coordinate with utility companies to provide separate service to LICENSEE's equipment for LICENSEE use. In the event that LICENSEE can obtain separate electrical service with a separate meter measuring usage, the LICENSEE shall pay the utility directly for its power consumption, if billed directly by the utility. In the event that separate electrical service is not possible or practical under the circumstances, LICENSEE may use existing service, at LICENSEE's expense, upon the reasonable approval of LICENSOR. In the event that LICENSEE uses existing utility service at an individual Premises, the Parties agree to either: (i) attempt to have a sub-meter installed, at LICENSEE's expense, which shall monitor LICENSEE's utility usage (with a reading and subsequent bill for usage delivered to LICENSEE by either the applicable utility company or LICENSOR); or (ii) provide for an additional fee in the applicable Supplement which shall cover LICENSEE's utility usage. The Parties agree to reflect power usage and measurement issues in each applicable Supplement.
- 17) TEMPORARY POWER. LICENSEE shall be permitted at any time during the Term of each Supplement, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LICENSOR. LICENSEE shall be permitted to connect the temporary power source to its equipment on the Premises in areas and manner approved by LICENSOR.
- 18) USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating small wireless facilities and uses incidental thereto. LICENSEE shall have the right to replace, repair and modify equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, in conformance with the original Supplement. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the execution date of each Supplement all of the certificates, permits and other approvals

(collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LICENSEE use of the Premises as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner, LICENSEE shall have the right to terminate the applicable Supplement. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in accordance with the notice provisions set forth in Paragraph 23 and shall be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All rentals paid to said termination date shall be retained by LICENSOR. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. Otherwise, the LICENSEE shall have no further obligations for the payment of rent to LICENSOR for the terminated Supplement. Notwithstanding anything to the contrary in this Paragraph, LICENSEE shall continue to be liable for all rental payments to the LICENSOR until all equipment is removed from the Property.

- 19) **INSURANCE**. LICENSEE shall carry, at LICENSEE's own cost and expense, the following insurance: (i) property insurance for its property's replacement cost against all risks; (ii) workers' compensation insurance, as required by law; or (iii) commercial general liability insurance with respect to its activities on LICENSOR improvements or rights-of-way to afford protection limits consistent with the requirements of Section 103.08(A)(1) of Chapter 103, including coverage for bodily injury and property damage. LICENSEE shall include LICENSOR as an additional insured on the required commercial general liability policy and provide certification and documentation of inclusion of LICENSOR in such commercial general liability policy.

LICENSEE may self-insure all or a portion of the insurance coverage and limit requirements required by LICENSOR. If LICENSEE self-insures it is not required, to the extent of the self-insurance, to comply with the requirement for the naming of additional insureds under this Section. If LICENSEE elects to self-insure it shall provide to LICENSOR evidence sufficient to demonstrate LICENSEE's or its affiliated parent's financial ability to self-insure the insurance coverage and limits required by LICENSOR.

- 20) **INDEMNIFICATION**. LICENSEE shall indemnify and hold LICENSOR harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of LICENSOR's improvements or right-of-way associated with such improvements by LICENSEE or its employees, agents, or contractors arising out of the rights and privileges granted under this Agreement and PA 100-0585. LICENSEE has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of LICENSOR or its employees or agents. LICENSEE hereby further waives any claims that LICENSEE may have against the LICENSOR with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

- 21) **REMOVAL AT END OF TERM**. LICENSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of a Supplement remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage not caused by LICENSEE excepted.

LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LICENSEE to remain on the Premises after termination of the Supplement, LICENSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures and all personal property are completed.

22) RIGHTS UPON SALE. Should LICENSOR, at any time during the Term of any Supplement decide to sell or transfer all or any part of the Property such sale or grant of an easement or interest therein shall be under and subject to the Supplement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder and under the terms of the Supplement.

23) NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR:
Community Development Director
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477

Copy to:
Patrick G Connelly
Peterson, Johnson & Murray Chicago, LLC
200 West Adams St., Suite 2125
Chicago, IL 60606

LICENSEE:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
1025 Lenox Park Blvd NE 3rd Floor
Atlanta, GA 30319
Re: Wireless Installation on Public Structures Tinley Park, IL
Fixed Asset # _____

in each of the above cases (excluding bills), with a copy sent to:

New Cingular Wireless PCS, LLC
Attn: Legal Department, Network Operations
Re: Wireless Installation on Public Structures Tinley Park, IL
Fixed Asset # _____
208 S. Akard Street
Dallas, TX 75202-4206

Either Party may change the addressee and/or location for the giving of notice to it by providing a thirty (30) days' prior written notice to the other Party.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

- 24) CASUALTY. In the event of damage by fire or other casualty to the Pole or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Pole or Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to LICENSOR. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE's use of the Premises is impaired.
- 25) DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period, not to exceed ninety (90) days, as may be required beyond the thirty (30) days if the breaching Party commences the cure within the 30-day period and thereafter continuously and diligently pursues to cure to completion. The non-breaching Party may maintain any action or affect any remedies for default against the breaching Party subsequent to the 30-day cure period, as potentially extended to ninety (90) days based on circumstances.
- 26) REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting, other than by the specific terms of this Agreement, the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state of Illinois. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor.
- 27) APPLICABLE LAWS. During the Term, LICENSOR shall maintain the Property and the Pole in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, (collectively "Laws"). LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all Laws relating solely to LICENSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by

LICENSEE in the Premises. It shall be LICENSOR's obligation to comply with all Laws relating to the Pole in general, without regard to specific use (including, without limitation, modifications required to enable LICENSEE to obtain all necessary building permits).

- 28) **BOND**. LICENSEE shall deposit with LICENSOR on one occasion prior to the commencement of the first Supplement a bond in a form reasonably acceptable to LICENSOR in the amount of \$10,000 per small wireless facility to guarantee the safe and efficient removal of any equipment from any Premises subject to this Agreement, which equipment remains more than ninety (90) days after rental payment has ceased and LICENSEE has failed to remove the equipment. The funds may also be used to restore the premises to original condition, if LICENSEE fails to do so.
- 29) **MISCELLANEOUS**. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LICENSOR or the LICENSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state of Illinois.
- 30) **EXECUTION IN COUNTERPARTS**. This Agreement and any Supplements may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.
- 31) **AUTHORIZATION**. LICENSEE certifies and warrants that it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR:

Village of Tinley Park, an Illinois Municipal Corporation

BY:

Name: _____

Title: _____

Date: _____

LICENSEE:

New Cingular Wireless, PCS, LLC, a Delaware limited liability company

BY: AT&T Mobility Corporation, its Manager

Name: Blaine C. Thomas

Title: Director- Real Estate & Construction

Date: _____

EXHIBIT "A"

LICENSE SUPPLEMENT

This License Supplement ("Supplement"), is made this ____ day of _____, _____, between **the Village of Tinley Park**, whose principal place of business is 16250 S. Oak Park Avenue, Tinley Park, IL 60477 ("LICENSOR"), and **New Cingular Wireless, PCS LLC**, whose principal place of business is 1025 Lenox Park Blvd. NE 3rd Floor Atlanta, Georgia 30319 ("LICENSEE").

1. **Master License Agreement.** This Supplement is a Supplement as referenced in that certain Master License Agreement between the Village of Tinley Park and _____, dated _____, 20____, (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. **Premises.** The Property owned by LICENSOR is located at _____ . The Premises licensed by the LICENSOR to the LICENSEE hereunder is described on Exhibit "1" attached hereto and made a part hereof.

3. **Term.** The Commencement Date and the Term of this Supplement shall be as set forth in Paragraph 7 of the Agreement.

4. **Consideration.** Rent under this Supplement shall be \$200.00 per year, payable to LICENSOR at _____. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of this Supplement. LICENSEE shall obtain electrical service and provide for a separate meter and billing from the applicable utility provider.

5. **Site Specific Terms.** (Include any site-specific terms)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

LICENSOR

Village of Tinley Park, an Illinois Municipal Corporation

BY:

Name: _____

Title: _____

Date: _____

LICENSEE

New Cingular Wireless PCS, LLC, a Delaware limited liability company

BY: AT&T Mobility Corporation, its Manager

Name: _____

Title: _____

Date: _____

EXHIBIT 1
Premises

(see attached site plans)



Interoffice Memo

Date: May 28, 2019

To: Trustee Mueller, Chair
Community Development Committee
Dave Niemeyer, Village Manager

From: Kimberly Clarke, AICP
Planning Manager

Subject: Exterior Building Materials-Text Amendments

Background

Staff is currently working with a consultant to update the Tinley Park Comprehensive Building Code. As part of the process certain sections of the code have been identified that are not typically addressed in a building code. One of these is regulating certain building materials for aesthetic purposes. Municipalities have the authority to regulate aesthetics in order to protect the character and maintain the stability of residential, business, and industrial areas within its boundaries. Specifically, communities often adopt regulations requiring certain materials for new construction that require products such as face brick, glass or stone yet can prohibit materials such as cinder block, metal or vinyl. Historically, Tinley Park has required masonry construction on all building types to varying degrees. Residential properties require first floor masonry; non-residential properties require a certain percentage of masonry depending on its size.

Staff is recommending that these regulations for masonry construction be removed from the building code and adopted as an amendment to the Zoning Ordinance. In addition, Staff is recommending the Committee review the building material requirements for industrial uses.

Discussion

Currently the Village's exterior building material requirements are addressed in the Building Code. This is not typical of building codes, which traditionally deal with construction methods rather than aesthetics. The Zoning Ordinance is the more appropriate location for regulating aesthetics and design. This is especially important when variances, exceptions, or waivers are requested. Since building materials are part of the Building Code, any exception to it is reviewed by the Community Development Committee (former Building Committee). Revising the Village codes to transfer building materials to the Zoning Ordinance will allow for the Plan Commission (PC) or Zoning Board of Appeals (ZBA) to review these requests for variances, with final approval by the Village Board. This review body is more accustomed to variance review. The next item staff wants to address is modifying the existing break down for exterior building materials for industrial uses.

T:\drive\planstorage\plancommission\projects_textamendment\2019_exterior masonry requirements_building materials memo 20190528_cd committeepwkcpw_final

Below is a chart of neighboring community's regulations for building materials for nonresidential properties.

Building Material Code Comparison

Community	Exterior Building Material Requirements by Building Type	
	Commercial	Industrial
Tinley Park	<ul style="list-style-type: none"> • 1-3,000 SF: 100% face brick • 3,001-40,000 SF: 75% face brick, 25% other masonry • 40,001-80,000 SF: 60% face brick, 40% other masonry • 80,001+ SF: 25% face brick, 75% other masonry 	
Mokena	<ul style="list-style-type: none"> • 100% masonry and glass 	<ul style="list-style-type: none"> • 100% of front elevation must be masonry and glass • 75% of all other elevations must be masonry and glass
New Lenox	<ul style="list-style-type: none"> • Architectural precast concrete (exposed aggregate, acid etched, polished, honed, thin brick, stone veneer) • Solid masonry (face brick, stone, exposed aggregate) on front and sides. Rear elevations can be common brick. 	<ul style="list-style-type: none"> • The total surface area of the front elevation shall be constructed of solid finish veneer, masonry or glass.
Orland Park	<ul style="list-style-type: none"> • Design Guidelines, does require brick from ground level to tops of windows 	<ul style="list-style-type: none"> • Design Guidelines, does require brick from ground level to tops of windows
Lockport	<ul style="list-style-type: none"> • Design Guidelines with levels of classes of materials which require % of brick 	<ul style="list-style-type: none"> • Design Guidelines with levels of classes of materials.

As shown in the chart above, no one community regulates building materials the same. However, for buildings larger in scale, the newer trends are to construct modern looking buildings constructed with precast materials. One example is the industrial park located at I-80 and Ridgeland where there is the 915,010 sq. ft. M. Block building and the 295,690 sq.ft. Hillwood distribution building. These large industrial buildings are constructed with precast materials, which is typical of buildings this size. The Village does not have any other standards to regulate the aesthetics other than the use of face brick. The Village may wish to consider adopting design guidelines to regulate the overall aesthetics to provide more acceptable options for developers.

T:\drive\planstorage\plancommission\projects_textamendment\2019_exterior masonry requirements_building materials memo 20190528_cd committee\pwkcpw_final

Nearby communities that have adopted guidelines are Lockport and Orland Park. These guidelines can address the materials as well as other items that are important elements such as the orientation of the building, circulation of parking and vehicles and opportunities to break up the scale of the building with use of projections and vertical elements. All these things, combined with building materials, can have a big impact on the overall aesthetics of the building.

The timing of these code amendments will coincide with the overall Building Code update, which is expected to be adopted by the Village Board at the September 3, 2019 meeting. Moving forward, staff recommends deleting reference to masonry construction from the Building Code and amending it to the Zoning Ordinance to allow for a more streamlined approval and variance process. In addition, there are advantages to modifying the percentage of face brick required for large industrial buildings and adopting minimum design standards to promote attractive new cost effective development and aid developers in preparing their plans for review by the Village.

Request:

1. Direct staff to remove the Masonry requirements from the Building Code and incorporate in the Zoning Ordinance.
2. Direct staff to present modified masonry requirements for larger industrial buildings and to incorporate alternative design standards as mentioned in this memo.



Interoffice Memo

Date: May 28, 2019

To: Trustee Mueller, Chair
Community Development Committee
Dave Niemeyer, Village Manager

From: Kimberly Clarke, AICP
Planning Manager

Subject: Lighting Ordinance-Text Amendment

Background

The Village of Tinley Park's Zoning Ordinance is in need of a major update to comprehensively address its inadequacies and be consistent with current trends. A project of this scale typically requires the assistance of a consultant; however, a comprehensive revision is not in the current budget, and therefore the Planning staff recommends addressing certain sections of the code that either need clarification, updating, or amendment to resolve internal conflict with the Ordinance, One section under review by staff is the lighting regulations for nonresidential zoning districts.

Discussion

The Village of Tinley Park's Zoning Ordinance Section V lists performance standards that regulate noise, vibration, air pollution and **glare** for all nonresidential zoning districts. The section provides minimum standards typical in most Zoning Ordinances to ensure that the operations of noncommercial uses do not negatively impact surrounding properties. Many communities have adopted additional design guidelines to further guide the photometric plans for new developments. In addition, there are professional organizations, such as the Illuminating Engineers Society (IES), that have published model ordinances for municipalities to reference. Proposed changes to the Zoning Ordinance regulating glare would include additional definitions related to lighting, parking lot pole heights and the creation of acceptable average light levels based on the type of use. Car dealerships will have their own unique level of lighting based on the nature of their operations with the display of vehicles and security concerns. The ordinance will also address how to handle nonconforming properties that do not meet the new regulations.

Request

Direct staff to prepare text amendments to the Zoning Ordinance that are consistent with current industry lighting standards.

**PUBLIC
COMMENT**

ADJOURNMENT