

# **NOTICE OF STANDING COMMITTEE MEETINGS**

Scheduled for  
Tuesday, August 27, 2019,  
beginning at 6:30 p.m. in

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

**Community Development Committee**  
**Marketing Committee**  
**Finance 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, August 27, 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 JULY 23, 2019.
3. DISCUSS AMENDMENT TO PRO-CHAMPS CONTRACT.
4. DISCUSS OAK PARK AVENUE FAÇADE GRANT FOR SIP WINE BAR, 17424 OAK PARK AVENUE.
5. DISCUSS OAK PARK AVENUE SIGN GRANT FOR TINLEY PARK CHAMBER OF COMMENCE, 17316 OAK PARK AVENUE.
6. DISCUSS OAK PARK AVENUE SIGN GRANT FOR ENGLISH GARDEN, 16800 OAK PARK AVENUE.
7. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION  
VILLAGE CLERK

**MINUTES**  
**Meeting of the Community Development Committee**  
**July 23, 2019 - 6:30 p.m.**  
**Village Hall of Tinley Park – Council Chambers**  
**16250 S. Oak Park Avenue**  
**Tinley Park, IL 60477**

Members Present: M. Mueller, Chairman  
C. Berg, Village Trustee  
D. Galante, 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  
K. Clarke, Community Development Director  
D. Framke, Marketing Director  
L. Godette, Deputy Village Clerk  
L. Carollo, Committee/Commission Secretary

**Item #1** - The meeting of the Community Development Committee was called to order at 7:07 p.m.

**Item #2 – CONSIDER APPROVAL OF THE MINUTES OF THE COMMUNITY DEVELOPMENT COMMITTEE MEETING HELD ON JUNE 24, 2019** – Motion was made by Trustee Berg, seconded by Trustee Galante, to approve the minutes of the Community Development Committee meeting held on June 24, 2019. Vote by voice call. Chairman Mueller declared the motion carried.

**Item #3 – DISCUSS MASONRY VARIATION - 17130 67TH COURT** - The homeowners requested a waiver of the masonry requirement in the Comprehensive Building Code for an addition on the residence located at 17130 67th Court.

The Building Code requires an addition to be a consistent exterior material with the existing ranch home, for which the addition is entirely of brown brick. The petitioners stated they prefer a farmhouse-style appearance and the addition would be cost prohibitive to utilize face brick. Therefore, they requested a waiver of this requirement and would like to construct an addition with 100% fiber cement siding on three facades and 50% on the front façade. A German Schmeier technique would be utilized, which would create a lighter unique appearance, as well as some retained brick on the front elevation. The surrounding neighborhood has a combination of differing material types and architectural styles; therefore, the proposed materials would be consistent with the streetscape of 67th Court.

Staff requested approval of a masonry requirement waiver in the Comprehensive Building Code to permit a home addition to be constructed of siding at 17130 67th Court. The homeowners were present to answer any questions.

Chairman Mueller asked if the Community Development Committee had any questions. No one came forward.

Motion was made by Trustee Berg, seconded by Trustee Galante, to recommend a masonry requirement waiver in the Comprehensive Building Code to permit a home addition to be constructed of siding at 17130 67th Court be forwarded to the Village Board meeting scheduled August 6, 2019. Vote by voice. Chairman Mueller declared the motion carried.

**Item #4 – DISCUSS STATUS OF LENNY'S - 19420 HARLEM AVENUE - ANNEXATION** - Mr. Leonard McEnery, owner of Lenny's Food N Fuel Harlem Avenue, petitioned the Village for annexation of the 4.87 acre parcel located at 19420 S. Harlem Avenue. The project would require rezoning upon annexation and a Special Use Permit for the existing service station and car wash. Annexation and zoning was reviewed and objectively denied by the Village Board on July 17, 2018.

The property currently operates as a motor fueling facility for cars and trucks and offers a convenience store with a drive-up food service window, carwash and dispensing/filling propane tanks. Mr. McEnery would like to expand the business similar to Gas N Wash, located at 8810 W. 191st Street, which would include packaged liquor sales and video gaming. The business currently cannot sell packaged liquor or obtain a video gaming license as an unincorporated parcel in Will County. Mr. McEnery stated in 2018, the Village could expect over \$400,000 annually from sales, video gaming, property taxes and licensing fees.

Staff is working on the Annexation Agreement and the following will be addressed in the Agreement:

- Property zoned as B-3 with Special Uses, to allow for the continuation of existing uses;
- Inspection to be performed and a plan for compliance of any deficiencies;
- Truck idling along the west access drive;
- Hours of operation and signage;
- Liquor sales and video gaming;
- Connection to Village utilities;
- Fees, including recapture fees.

Staff will finalize the Annexation Agreement upon the recommendation of the Committee. Zoning review at the Plan Commission is scheduled for a workshop on August 1, 2019, and a Public Hearing on August 15, 2019.

Mr. McEnery and his counsel were present to address the Committee and answer any questions. Trustee Galante questioned revenues/costs to the Village or any unforeseen issues arising if Lenny's Food N Fuel were annexed. B. Bettenhausen, Village Treasurer stated approximately \$400,000 to \$500,000 in revenue could be expected, and no concerns in relation to the business aside from any other existing service station currently operating in the Village. P. Connelly summarized the annexation process to the Committee and what the Committee's recommendation entails. Trustee Berg stated she would like to review police reports in connection with the business prior to the Village Board meeting in September 2019. Trustee Galante asked K. Clarke, Community Development Director if the department could review the business' landscaping or other issues to appease residents' concerns, for which Ms. Clarke was amenable.

**Item #5 – DISCUSS STATUS OF HARMONY SQUARE** - Subsequent to the Village Board's approval of the Lakota Contract Amendment, which provided for hiring design sub-consultants, the following reflects progress toward an early 2020 letting for a spring 2020 groundbreaking:

- Tria Architects is under contract and has initiated concepts for stage and restroom building design and will be working with an acoustic engineer for sound design;

- Sternberg lighting proposal and interior lighting is under review. Coordination with CBEL for rink and festoon lighting and security cameras;
- Fountain Technologies is under contract and discussions continue;
- Lakota is finalizing material palette and working through site furniture decisions;
- Lakota is meeting with Magic Ice to discuss rental and/or purchase options;
- Staff is working on revised piano key designs for crosswalks;
- Continued landscape design;
- Utility easement requirement discussions continue with Public Works and engineers;
- Plaza property rezoned to Civic use;
- A portion of the Plaza property to complete full design needs to be acquired by the Village; however, the land swap is part of the Encore Crossings approval and incentive process;
- Plaza Committee will meet in August with a utility subcommittee following.

Chairman Mueller asked if the Community Development Committee had any questions. Trustee Galante suggested staff consult an expert on unique designs, specifically related to music.

**Item #6 – DISCUSS TEXT AMENDMENT - ADDING RACINO TO ORI DISTRICT** - The State of Illinois recently passed a gaming bill, SB 690 HA, in support and enhance the horse racing industry. A new suburban racetrack and combined casino (Racino) will be allowed to be located in Bloom, Bremen, Calumet, Orland, Rich, Thornton or Worth Township. The former TPMHC (Tinley Park Mental Health Center) site is being considered for the construction of a new racetrack and combined casino, as the Mayor and Village Board expressed interest in the possibility of creating a new entertainment district, incorporating a Racino. The Village will need to show a racetrack and casino are permitted uses within the (Office and Restricted Industrial) ORI Zoning District, for which the TPMHC is currently zoned. Listing such uses as a permitted use will not automatically approve such development. Development would be required to go through the necessary site plan approval process to critically analyze the design and impacts to the community.

Staff requested text amendment finalization to list a Racino Entertainment Complex as a permitted use in the Zoning Code to present at the Plan Commission meeting August 1, 2019. P. Connelly, Village Attorney summarized the purpose and intent for the Village to finalize a text amendment and the indications in doing so. The Committee had no objections in moving forward with a text amendment.

**Item #7 – RECEIVE COMMENTS FROM THE PUBLIC** - Mike Stuckly asked the reason for not providing water cannons in Harmony Square, and suggested labeling attractions in relation to music.

#### **ADJOURNMENT**

Motion was made by Trustee Berg, seconded by Chairman Mueller, to adjourn this meeting of the Community Development Committee. Vote by voice call. Chairman Mueller declared the motion carried and adjourned the meeting at 7:28 p.m.

lc



# Interoffice Memo

---

**Date:** August 27, 2019

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

**From:** Kimberly Clarke, AICP, Director of Community Development

**Subject:** Amendment to Ordinance 19-O-18- Default Mortgage

**BACKGROUND:**

The Village formerly adopted Ordinance No. 19-O-18 which requires foreclosed properties to be registered with the Village and pay a semi-annual registration fee of \$300. The program launched on August 1, 2019 and as of the writing of this memo, there are currently 66 properties registered.

**DISCUSSION:**

Section 106.05 entitled Inspection and Registration of the ordinance, outlines the responsibilities of the Mortgagee holder to inspect and register a property that is in default or defaulted. After further review of this section and concerns raised by local realtors, the language about inspections is recommended to be removed from the ordinance. It was not the intent of the Village to enforce the inspection of the property every thirty (30) days by the Mortgagee or Mortgagee's designee. Leaving the language in the agreement would not cause any penalties to the Mortgagee if inspections are not done. However, if the Village does not intend to enforce the inspections than it is best to have it removed from the Ordinance. No other change is requested to the original Ordinance.

**REQUEST:**

Staff is seeking direction regarding the proposed amendment to the original ordinance to remove reference to inspections.

---

---

**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

---

---

**ORDINANCE  
NO. 2019-O-018**

---

---

**AN ORDINANCE CREATING TITLE IX CHAPTER 106 OF THE  
TINLEY PARK MUNICIPAL CODE ENTITLED “REGISTRATION OF  
DEFAULTED MORTGAGE PROPERTY”**

---

---

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

**MICHAEL J. PANNITTO  
BRIAN H. YOUNKER  
CYNTHIA A. BERG  
MICHAEL W. GLOTZ  
WILLIAM P. BRADY  
JOHN A. CURRAN  
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

**ORDINANCE NO. 2019-O-018**

**AN ORDINANCE CREATING TITLE IX CHAPTER 106 OF THE  
TINLEY PARK MUNICIPAL CODE ENTITLED “REGISTRATION OF  
DEFAULTED MORTGAGE PROPERTY”**

**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 protect the public health, safety, and welfare of its residents and maintain a high quality of life for its residents through the maintenance of structures and properties located within the Village; and

**WHEREAS**, the Village recognizes properties with defaulted mortgages and subject to foreclosure action or foreclosed upon (“Registerable Properties”) located throughout the Village lead to a decline in community and property value; create nuisances; lead to a general decrease in neighborhood and community aesthetic; create conditions that invite criminal activity; and foster and unsafe and unhealthy environment; and

**WHEREAS**, the Village has previously adopted property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole; and

**WHEREAS**, the President and Board of Trustees of the Village recognize that it is in the best interest of the Village and its residents to create a method to regulate and discourage the proliferation of properties that are abandoned, neglected, or left unsupervised; and

**WHEREAS**, pursuant to 65 ILCS 5/11-60-2 of the Illinois Municipal Code, the Village is granted the authority to define, prevent, and abate certain nuisances within the Village; and

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park desire to create a web-based electronic database for searchable real property records, to be utilized by the Village to monitor Registerable Properties and require payment of certain attributable fees; and

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village and its residents to create a registration of defaulted mortgage property database pursuant to this Ordinance; and

**NOW, THEREFORE, BE IT ORDAINED** BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

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

**SECTION 2:** That Title IX Chapter 106 entitled “Registration of Defaulted Mortgage Property,” is hereby created and shall be added in numerical order as follows:

## **CHAPTER 106: REGISTRATION OF DEFAULTED MORTGAGE PROPERTY**

**106.01 Purpose and Intent**

**106.02 Definitions**

**106.03 Applicability and Jurisdiction**

**106.04 Establishment of Registry**

**106.05 Inspection and Registration**

**106.08 Maintenance Requirements**

**106.09 Security Requirements**

**106.10 Provisions Supplemental**

**106.11 Public Nuisance**

**106.12 Additional Security**

**106.13 Opposing, Obstructing Enforcement Officer, Penalty**

**106.14 Immunity of Enforcement Officer**

**106.15 Penalties**

**106.16 Amendments**

**106.17 Severability**

**106.18 Repealer**

**106.19 Codification**

**106.20 Effective Date**

### **106.01 PURPOSE AND INTENT.**

It is the purpose and intent of the Village of Tinley Park to establish a process to address the deterioration, crime, and decline in value of Village neighborhoods caused by property with defaulted mortgages located within the Village, and to identify, regulate, limit, and reduce the number of these properties located within the Village. It is the Village’s further intent to establish a registration program as a mechanism to help protect neighborhoods from becoming blighted through the lack of adequate maintenance of properties that are in Default or Defaulted.

## **106.02 DEFINITIONS.**

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

“DEFAULT.” shall mean that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage.

“ENFORCEMENT OFFICER.” shall mean any law enforcement officer, building official, zoning inspector, code compliance officer, fire inspector, building inspector, or other person authorized by the Village to enforce the applicable code(s).

“FORECLOSURE OR FORECLOSURE ACTION.” shall mean the legal process by which a Mortgagee, or other lien holder, terminates or attempts to terminate a property Owner's equitable right of redemption to obtain legal and equitable title to the Real Property pledged as security for a debt or the Real Property subject to the lien. The legal process is not concluded until the property obtained by the Mortgagee, lien holder, or their designee, by certificate of title, or any other means, is sold to a non-related bona fide purchaser in an arm's length transaction to satisfy the debt or lien.

“MORTGAGEE.” shall mean the creditor, including but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the Real Property, excluding governmental entities.

“OWNER.” shall mean every person, entity, or Mortgagee, who alone or severally with others, has legal or equitable title to any Real Property as defined by this Chapter; has legal care, charge, or control of any such property; is in possession or control of any such property; and/or is vested with possession or control of any such property. The Property Manager shall not be considered the Owner.

“PROPERTY MANAGER.” shall mean any party designated by the Owner as responsible for inspecting, maintaining and securing the property as required in this Chapter.

“REAL PROPERTY.” shall mean any residential, commercial or industrially used land and/or buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the Village boundaries.

“REGISTRABLE PROPERTY.” shall mean:

- (a) Any Real Property located in the Village, whether vacant or occupied, that is encumbered by a mortgage in Default, is subject to an ongoing Foreclosure Action by the Mortgagee or Trustee, has been the subject of a Foreclosure Action by a Mortgagee or trustee and a judgement has been entered, or has been the subject of a Foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the Foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. The designation of a

“default/foreclosure” property as “registrable” shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm’s length transaction or the Foreclosure Action has been dismissed and any Default on the mortgage has been cured.

“REGISTRY.” shall mean a web-based electronic database of searchable real property records, used by the Village to allow Mortgagees the opportunity to register properties and pay applicable fees as required in this Chapter.

“SEMI-ANNUAL REGISTRATION.” shall mean six (6) months from the date of the first action that requires registration, as determined by the Village, or its designee, and every subsequent six (6) months the property is Registrable. The date of the initial registration may be different than the date of the first action that required registration.

“UTILITIES AND SERVICES.” shall mean any utility and/or service that is essential for a building to be habitable and/or perform a service necessary to comply with all Village codes. This includes, but is not limited to, electrical, gas, water, sewer, lawn maintenance, pool maintenance, and snow removal.

“VACANT.” shall mean any parcel of land in the Village that contains any building or structure that is not lawfully occupied.

### **106.03 APPLICABILITY AND JURISDICTION.**

This Chapter applies to Defaulted property within the Village.

### **106.04 ESTABLISHMENT OF REGISTRY.**

Pursuant to the provisions of this Chapter the Village, or its designee, shall establish a registry cataloging each Registrable Property within the Village, containing the information required by this Chapter. Such a registry shall be maintained and/or terminated upon the discretion of the Village.

### **106.05 ~~INSPECTION AND~~ REGISTRATION.**

~~(a) Any Mortgagee who holds a mortgage on Real Property located within the Village shall perform an inspection of the property upon it being in Default or Defaulted by the mortgagor or prior to the issuance of a notice of Default.~~

~~(b)(a) Property inspected pursuant to subsection (a) above that remains in Default or Defaulted, shall be inspected every thirty (30) days by the Mortgagee or Mortgagee’s designee. If an inspection shows there is any change in the property’s occupancy status the Mortgagee shall, within ten (10) days of that inspection, update the occupancy status of the property registration.~~

~~(b)~~ Within ten (10) days of the date any Mortgagee declares its mortgage to be in Default or Defaulted, the Mortgagee shall register the Real Property with the Village Registry, and, at the time of registration, indicate whether the property is Vacant, and if so

shall designate in writing a Property Manager to ~~inspect~~, maintain and secure the Real Property subject to the mortgage in Default or Defaulted. A separate registration is required for each Registrable Property.

~~(d)~~(c) Initial registration pursuant to this section shall contain at a minimum the name of the Mortgagee, the mailing address of the Mortgagee, e-mail address, telephone number and name of the Property Manager and said person's address, e-mail address, and telephone number.

~~(e)~~(d) At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee of \$300 for each Registrable Property. Subsequent Semi-Annual Registrations of Defaulted properties and fees in the amount of \$300 are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Defaulted properties, and (3) for any related purposes as may be adopted in the policy set forth in this Chapter.

~~(f)~~(e) If the Defaulted mortgage and/or servicing on a property is sold or transferred, the new Mortgagee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new Mortgagee shall register the property or update the existing registration. The previous Mortgagee(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property.

~~(g)~~(f) If the Mortgagee sells or transfers the Registrable Property in a non-arm's length transaction to a related entity or person, the transferee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the transferee shall register the property or update the existing registration. Any and all previous unpaid fees, fines, and penalties, regardless of who the Mortgagee was at the time registration was required, including but not limited to unregistered periods during the Foreclosure process, are the responsibility of the transferee and are due and payable with the updated registration. The previous Mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property.

~~(h)~~(g) If the Defaulted Property is not registered, or the registration fee is not paid within thirty (30) days of when the registration or renewal is required pursuant to this section, a late fee equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be charged for every thirty-day period (30), or portion thereof, the property is not registered and shall be due and payable with the registration.

~~(i)~~(h) This section shall also apply to properties that have been the subject of a foreclosure sale where title is transferred to the Mortgagee as well as any properties transferred to the Mortgagee under a deed in lieu of foreclosure or by any other legal means.

(i) Properties subject to this section shall remain subject to the Semi-Annual Registration requirement, ~~and the inspection~~, security, and maintenance standards of this section as long as the property remains Registrable.

(j) Failure of the Mortgagee and/or property Owner of record to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the Village.

(k) If any property is in violation of this Chapter, the Village may take the necessary action to ensure compliance with and/or place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.

#### **106.08 MAINTENANCE REQUIREMENTS.**

- (a) Properties subject to this chapter shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspaper circulars, flyers, notices, except those required by federal, state or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material, or any other items that give the appearance that the property is abandoned.
- (b) Registrable Property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.
- (c) Front, side, and rear yards, including landscaping, of Registrable Property shall be maintained in accordance with the applicable code(s) at the time registration is required.
- (d) Registrable yard maintenance shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod. Acceptable maintenance of yards and/or landscape shall not include weeds, gravel, broken concrete, asphalt or similar material.
- (e) Maintenance shall include, but not be limited to, watering, irrigation, cutting and mowing of required ground cover or landscape and removal of all trimmings.
- (f) Pools and spas shall be maintained so the water remains free and clear of pollutants and debris and shall comply with the regulations set forth in the applicable code(s).
- (g) Failure of the Mortgagee, Owner, and transferees to properly maintain the property as required by this Chapter may result in a violation of the applicable code(s) and issuance of a citation or notice of violation in accordance with the applicable code of the Village. Pursuant to a finding and determination by the Village, Sheriff, Magistrate, or a court of competent jurisdiction, the Village may take the necessary action to ensure compliance with this section.
- (h) In addition to the above, the property is required to be maintained in accordance with the applicable code(s) of the Village.

### **106.09 SECURITY REQUIREMENTS.**

- (a) Properties subject to this Chapter shall be maintained in a secure manner so as not to be accessible to unauthorized persons.
- (b) A “secure manner” shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property or structure. Broken windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property or structure must be repaired. Broken windows shall be secured by re-glazing of the window.
- (c) Failure of the Mortgagee to properly ~~inspect and~~ secure a property subject to this Chapter, shall be subject to enforcement by any of the enforcement means available to the Village. The Village may take the necessary action to ensure compliance with this section, and recover costs and expenses in support thereof.

### **106.10 PROVISIONS SUPPLEMENTAL.**

The provisions of this Chapter are cumulative with and in addition to other available remedies. Nothing contained in this Chapter shall prohibit the Village from collecting on fees, fines, and penalties in any lawful manner; or enforcing its codes by any other means, including, but not limited to, injunction, abatement, or as otherwise provided by law or ordinance.

### **106.11 PUBLIC NUISANCE.**

All Registrable Property is at risk of being a public nuisance and if vacant or blighted can constitute a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare, and safety of the residents of the Village.

### **106.12 ADDITIONAL SECURITY.**

- (a) If the Enforcement Officer has reason to believe that a property subject to the provisions of this Chapter is posing a serious threat to the public health, safety, and welfare, the code Enforcement Officer may temporarily secure the property at the expense of the Mortgagee or Owner, and may bring the violations before the code enforcement Hearing Officer and/or the Village Board of Trustees or special magistrate as soon as possible to address the conditions of the property. Nothing herein shall limit the Village from abating any nuisance or unsafe condition by any other legal means available to it.
- (b) The Sheriff, Hearing Officer, Village Board of Trustees, ~~or~~ special magistrate shall have the authority to require the Mortgagee or Owner affected by this section, to implement additional maintenance and/or security measures including, but not limited to, securing any and all doors, windows or other openings, employment of an on-site security guard or other measures as may be reasonably required to help prevent further decline of the property.

- (c) If there is a finding that the condition of the property is posing a serious threat to the public health, safety, and welfare, then the Sheriff, Hearing Officer, Village Board of Trustees, or special magistrate may direct the Village to abate the violations and charge the Mortgagee or Owner with the cost of the abatement.
- (d) If the Mortgagee or Owner does not reimburse the Village for the cost of temporarily securing the property, or of any abatement directed by the Sheriff, code enforcement officer, Hearing Officer, Village Board of Trustees, or special magistrate, within thirty (30) days of the Village sending the Mortgagee or Owner the invoice then the Village may lien the property with such cost, along with an administrative fee as determined in the Village's fee ordinance to recover the administrative personnel services. In addition to filing a lien the Village may pursue financial penalties against the Mortgagee or Owner.
- (e) The Village may contract with an entity to implement this Chapter, and, if so, any reference to the Enforcement Officer herein shall include the entity the Village contract with for that purpose.

#### **106.13 OPPOSING, OBSTRUCTING ENFORCEMENT OFFICER, PENALTY.**

Whoever opposes obstructs or resists any Enforcement Officer or any person authorized by the enforcement office in the discharge of duties as provided in this chapter shall be punishable as provided in the applicable code(s) or a court of competent jurisdiction.

#### **106.14 IMMUNITY OF ENFORCEMENT OFFICER.**

Any Enforcement Officer or any person authorized by the Village to enforce the sections here within shall be immune from prosecution, civil or criminal, for reasonable, good faith entry upon Real Property while in the discharge of duties imposed by this Chapter.

#### **106.15 PENALTIES.**

Unless otherwise provided for in this Chapter, a violation of this Chapter is declared unlawful.

#### **106.16 AMENDMENTS.**

Registration fees and penalties outlined in this Article may be modified by resolution, administrative order, or an amendment to this Article, passed and adopted by the Village Board of Trustees.

#### **106.17 SEVERABILITY.**

It is hereby declared to be the intention of the Village that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

**106.18 REPEALER.**

All ordinances or parts of ordinances in conflict herewith, are hereby repealed and replaced.

**106.19 CODIFICATION.**

It is the intention of the Village Board of Trustees, that the provisions of this Ordinance shall become and be made a part of the Village Code of Ordinances; and that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word “ordinance” may be changed to “section”, “chapter”, or such other appropriate word or phrase in order to accomplish such intentions.

**106.20 EFFECTIVE DATE.**

This ordinance shall become effective immediately upon adoption.

**SECTION 3:** Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

**SECTION 4:** That this Ordinance shall be in full force and effect from and after its adoption and approval.

**SECTION 5:** That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS ~~16<sup>th</sup> day of April~~, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS ~~16<sup>th</sup> day of April~~, 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 Ordinance No. 2019-O-018, “AN ORDINANCE CREATING TITLE IX CHAPTER 106 OF THE TINLEY PARK MUNICIPAL CODE ENTITLED “REGISTRATION OF DEFAULTED MORTGAGE PROPERTY”,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on ~~April 16, 2019~~.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this ~~16<sup>th</sup> day of April~~, 2019.

\_\_\_\_\_  
KRISTIN A. THIRION, VILLAGE CLERK



# Interoffice Memo

---

**Date:** August 21, 2019

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

**From:** Kimberly Clarke, AICP, Director of Community Development

**Subject:** Sip Wine Bar, Façade Grant

**BACKGROUND:**

Neal Hummitsch (Applicant), the owner of 17424 S. Oak Park Avenue, Tinley Park, plans to replace and update the building's façade by installing new hardie board siding with trim boards, new windows, doors, replacing porch roofing and decking, installation of vinyl hand rails and lattice, and replacing soffit and fascia.

The Applicant submitted two proposals (exhibit A) from Top Construction Company, Inc. and Schnell Construction Co. for façade renovation work. Proposal amounts are as follows:

Top Construction Company Inc.	Schnell Construction Co.
\$47,139.00	\$56,000.00

The Applicant previously applied for Retail and Code Compliance Grants in FY2018 totaling \$70,000, which was approved by the Village Board on February 05, 2019. One site can use up to \$70,000 in matching grants per fiscal year. The remaining amount the site is eligible to receive in FY2020 totals \$70,000.

**REQUEST:**

The Applicant is requesting a \$23,570 – \$28,000 Facade Grant to renovate the façade located at 17424 S. Oak Park Avenue (PIN: 28-30-314-003-0000, 28-30-314-004-0000). 17424 S. Oak Park Avenue is a two-story 2,490 SF mixed-use building. The main floor of the building will serve as Sip Wine Bar, and the top-level is residential containing one apartment.

The Façade Grant is a 50% matching grant up to \$35,000. A single business can request matching funds up to \$70,000 per location per fiscal year.

### **INCENTIVE POLICY CHECKLIST:**

The following statements are in line with the Village of 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:**

1. 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 the exterior look of the building in the downtown district.

### **REQUEST:**

Staff is seeking direction regarding the approval of a matching \$23,570 Façade Grant based on the lowest submitted proposal to renovate the exterior façade of 17424 S. Oak Park Avenue for Neal Hummitsch, owner of Sip Wine Bar. The Economic and Commercial Commission (ECC) unanimously recommended this item for approval at their August 12, 2019 meeting. If approved, staff is prepared to present this item to the Village Board at their September 3, 2019 Village Board Meeting to adopt a Resolution approving the grant.





# Façade Improvement 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: Sip Wine Bar  
 Mailing Address: 17424 S. OAK PARK AVE  
 City, State, Zip: TINLEY PARK IL 60477  
 Phone Number: [REDACTED]  
 Fax Number: \_\_\_\_\_  
 Email Address: Neal.Hummitsch@gmail.com

### B. Property Information

Property Owner(s): H&J Holdings LLC  
 Mailing Address: ~~17424~~ 16978 S. Forest Blen Dr  
 City, State Zip: TINLEY PARK IL 60477  
 Property Address: \_\_\_\_\_  
 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):

Replace & update FAÇADE EAST & NORTH FACING.  
 All Siding, windows, ~~Deck~~ FRONT Deck Improvements to  
 Match Cement Board Siding, New Kumlid/30 whole Building matches

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

Date

1/15/2019



## Façade Improvement 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 Façade Improvement Grant Program.

  
Signature of Owner

7/15/19  
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. A recent Plat of Survey of the subject property. This survey must have been prepared by a registered Illinois Land Surveyor, and include all existing structures and improvements on the subject property.
4. 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.

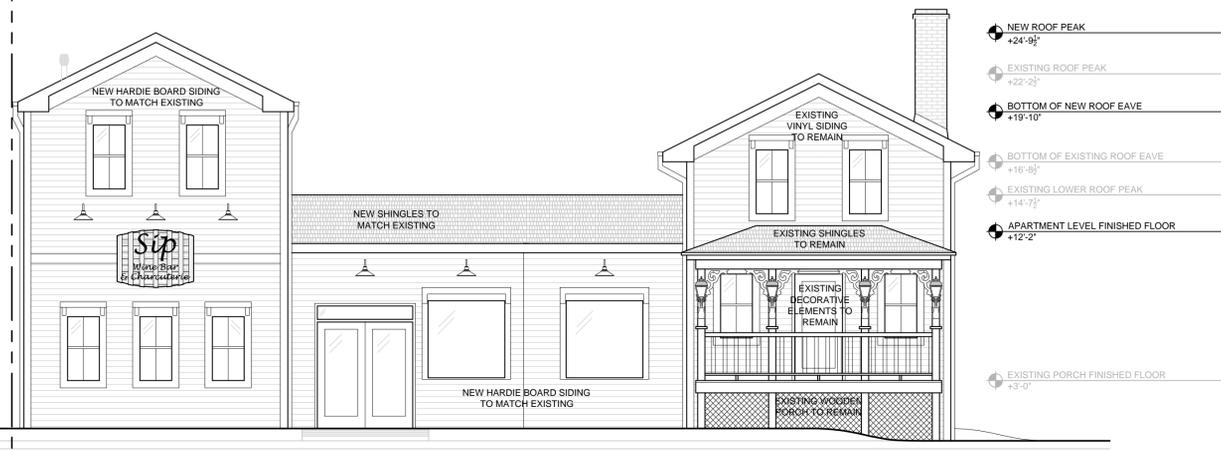
### Checklist for Façade Improvement Grant Submission

Plan Submission for Staff Review requires \_\_\_\_\_ copies (11" x 17") of the following plans:

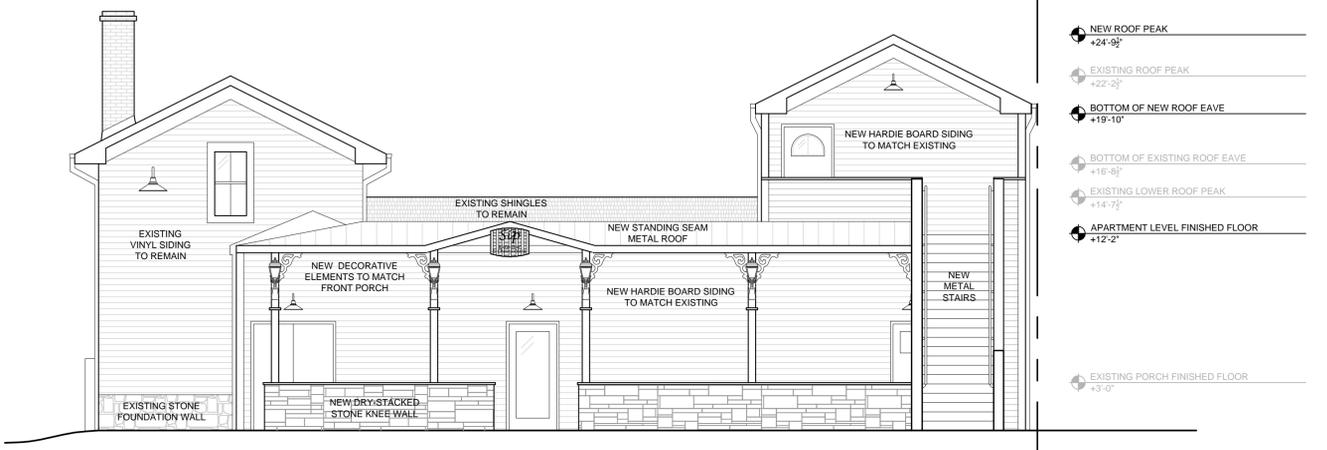
- Plat of Survey of existing conditions.
- Building elevations of all four sides of all buildings; also include trash enclosure. Note that the elevations should be fully dimensioned including height, width and depth of all major building elements and components, as well as identification of all building materials.
- Colored rendering of proposed site improvement.
- Samples of all exterior building materials including, but not limited to, bricks (include model and color ID numbers); light fixtures; windows and moldings; shutters; awnings, etc. Material samples may be submitted after initial staff review but prior to placement on Economic and Commercial Commission agenda.

**In the case of extensive exterior modification and/or additions, please submit the following:**

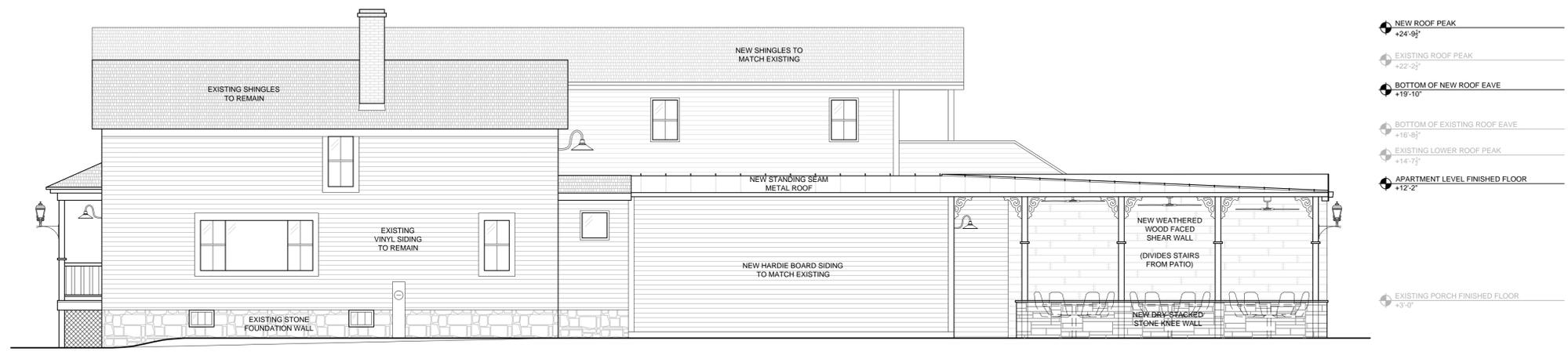
- Site Plan of proposed condition, including;
  - Fully dimensioned property boundaries;
  - All building elements and physical improvements;
  - Setbacks from all property lines, measured at right angle to property line at closest points; and
  - Identification as to whether all elements are "Existing" or "Proposed."
- If application dimension floor plans of all building levels even if conceptual in nature at this preliminary state. Submission of a floor plan will laid in the calculation of minimum parking requirement, etc.



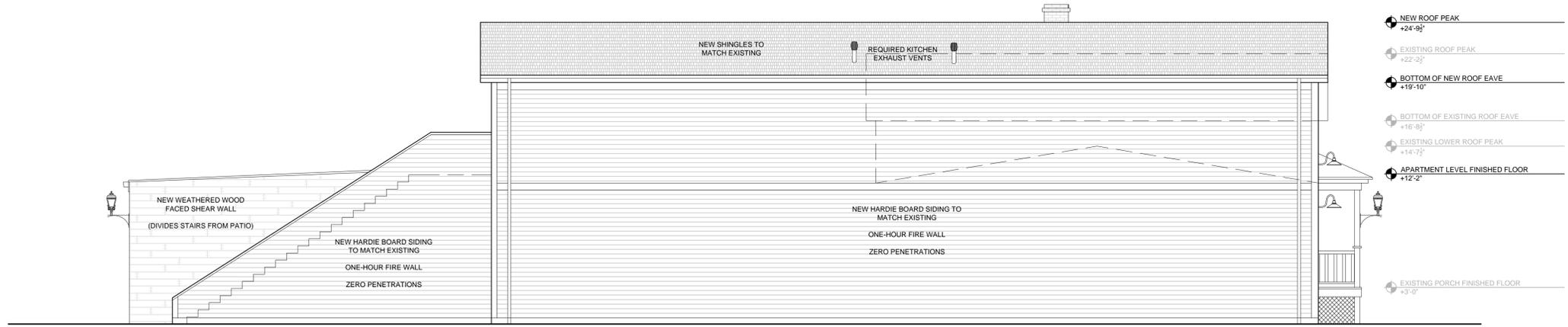
1 FRONT ELEVATION  
EN4 SCALE: 3/16" = 1'-0"



2 REAR ELEVATION  
EN4 SCALE: 3/16" = 1'-0"



3 SIDE ELEVATION (NORTH FACING)  
EN4 SCALE: 3/16" = 1'-0"

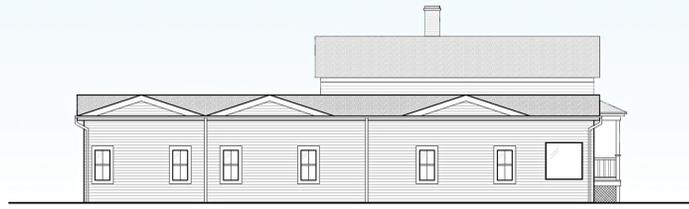


4 SIDE ELEVATION (SOUTH FACING)  
EN4 SCALE: 3/16" = 1'-0"

The enclosed drawings and specifications and these designs and arrangements represented are and shall remain the property of the architect and no part thereof shall be copied, disseminated, reproduced, or used in any way for any project other than the specific project for which they have been prepared and developed without the written consent of the architect. Visual representation of the design is not a contract. No contract is concluded until the execution of a contract document.

NO.	DATE	REVISIONS:
1.	04/03/18	EXISTING CONDITIONS
2.	04/25/18	SCHEMATIC DESIGN
3.	07/25/18	ENTITLEMENT SUBMITTAL
4.	08/07/18	ENTITLEMENT REVISIONS I

SHEET NO.	SHEET TITLE	SCALE
EN4	SCHEMATIC ELEVATIONS	VARIES
3306	FILE: U038.0306 - SIP WINE BAR	DRAWN BY: G.T.L.
	CHECKED BY: D.O.	



2 EXISTING SOUTH ELEVATION  
SD2 NOT TO SCALE



3 EXISTING EAST ELEVATION  
SD2 NOT TO SCALE



4 EXISTING NORTH ELEVATION  
SD2 NOT TO SCALE



5 EXISTING WEST ELEVATION  
SD2 NOT TO SCALE



**NEW FRONT ELEVATION RENDERING**

The enclosed drawings and specifications and these designs and arrangements represented are and shall remain the property of the architect and no part thereof shall be copied, disseminated, or used for any other project without the written consent of the architect. Visual development without the written consent of the architect. Visual development without the written consent of the architect. Visual development without the written consent of the architect.

NO.	DATE	REVISIONS:
1.	04/03/18	EXISTING CONDITIONS
2.	04/25/18	SCHEMATIC DESIGN
3.	07/25/18	ENTITLEMENT SUBMITTAL
4.	08/07/18	ENTITLEMENT REVISIONS 1

SHEET NO.	EN7	SHEET TITLE	SCHMATIC ELEVATIONS
JOB NO.	3306	FILE	17424OAKPARKWINEBAR
		CHECKED BY:	D.O.
		DRAWN BY:	G.T.L.
		SCALE:	VARIES



# Schnell Construction Co.

# Proposal

Number: 190805

5153 Harcourt St  
 Oak Forest, IL 60452  
 708-642-7223 Dave

Date: 08/05/19

dtschnell@yahoo.com

Property Address:		Service Address:	
Company:	SIP Wine Bar	Company:	
Address:	Oak Park Ave	Address:	
City/State/Zip	Tinley Park, IL 60477	City/State/Zip	
Neal			

Scope of Work	Amount
Provide labor, materials and equipment to complete the façade repairs to include: <ul style="list-style-type: none"> <li>• Demo vinyl siding on north and east elevations.</li> <li>• Install Hardie board siding and trim with insulation and air barrier to match new.</li> <li>• Replace decking on porch, include vinyl hand rails, lattice and column wraps.</li> <li>• Replace roof, soffit, fascia and gutter on porch.</li> <li>• Replace windows and front door to match new.</li> <li>• Caulk and paint touch up included</li> </ul>	
Proposal based off Schematic drawing EN6 from Oliveri dated 4/25/18	
Does not include any unforeseens or structural work.	
	<b>\$56,000.00</b>

<p>Accepted: _____</p> <p>Date _____</p> <p>50% Deposit required prior to ordering materials. Payment terms and Terms &amp; Conditions will be identified during contracting. Proposal good for 30 days.</p>
--

# Top Construction Company Inc.

13750 W. Bruns Rd  
Manhattan, IL 60442  
708-785-5369

## Proposal

H&J Holdings & Sip Wine Bar Inc.  
16978 Forest Glen Dr.  
Tinley Park IL. 60477

Date 7/16/19

Top Construction here by proposes to furnish materials and perform the necessary labor to complete the following :

Remove existing vinyl siding on the East and North sides of the older section, install ¾" foam, Tyvek and install new Hardie board siding and trim boards  
Supply and install new windows and new front door.  
Replace roofing on Porch roof.  
Change decking on porch, vinyl wrap columns, install new vinyl hand rails, and new vinyl lattice.  
Replace soffit and fascia with new aluminum, and replace gutter on the North side.  
Renew window corbels.  
Replace Victorian Gingerbread Fretwork porch Brackets.  
Caulk and touch up paint on Hardie board siding.

The cost for the above work is \$47,139.00  
Payments; Deposit, and Draws as work progresses.

Accepted

Top Construction Co. Inc.

\_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_



# Interoffice Memo

---

**Date:** August 27, 2019

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

**From:** Kimberly Clarke, AICP, Director of Community Development

**Subject:** Tinley Park Chamber of Commerce, Sign Grant

## **BACKGROUND:**

Jackie Bobbit (Applicant), applying on behalf of the Tinley Park Chamber of Commerce, plans to install new signage at 17316 Oak Park Avenue. The project will include the installation of a blade sign on the east side of the Chamber of Commerce facing Oak Park Avenue.

The Applicant submitted one proposal (exhibit A) from Integrity Signs for the design, procurement, and installation of a blade sign constructed with ½-inch Sentra board. Proposal totaled \$760.00.

## **DISCUSSION:**

The Applicant is requesting a \$380.00 Oak Park Avenue Sign Grant for 17316 Oak Park Avenue. PIN: 28-30-308-0029-1002. The subject property is a commercial condominium unit, which currently serves as the Tinley Park Chamber of Commerce.

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.

## **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:**

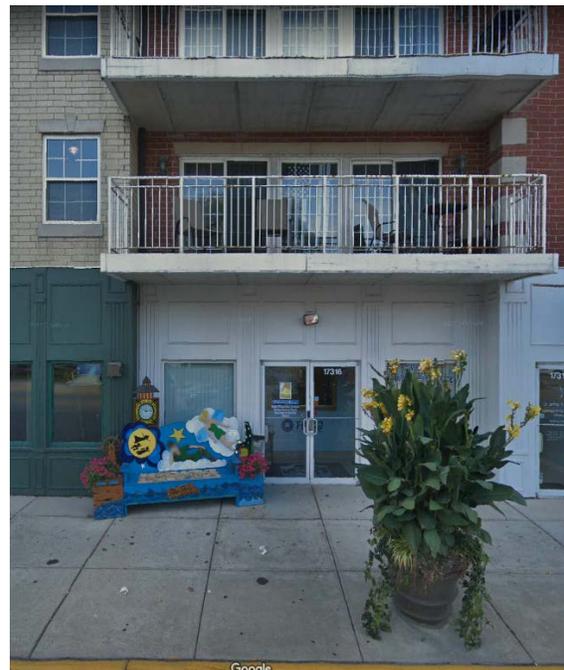
1. Long-Term Complex, Tier 1 and Economic Development Strategy 4: See ongoing downtown development, and reinvestment continue.

**BENEFITS:**

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

**REQUEST:**

Staff is seeking direction regarding the approval of a matching \$380.00 Sign Grant to install a blade sign for the Tinley Park Chamber of Commerce. The Economic and Commercial Commission (ECC) unanimously recommended this item for approval at their August 12, 2019 meeting. If approved, staff is prepared to present this item to the Village Board at their September 3, 2019 Village Board Meeting to adopt a Resolution approving the grant.





# 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: Tinley Park Chamber of Commerce - Jackie Bobbitt  
 Mailing Address: 17316 Oak Park Ave  
 City, State, Zip: Tinley Park, IL 60477  
 Phone Number: 708 532 5700  
 Fax Number: 708 532 1475  
 Email Address: info@tinleychamber.org

### B. Property Information

Property Owner(s): Tinley Park Chamber of Commerce (Board of Directors)  
 Mailing Address: 17316 Oak Park Ave  
 City, State Zip: Tinley Park, IL 60477  
 Property Address: 17316 Oak Park Ave, Tinley Park, IL 60477  
 Permanent Index No. (PINs): 28-30-308-029-1002  
 Existing land use:  
 Zoning District: Downtown Core (DC)  
 Lot dimensions and area: 6,629 sqft (building); 1100 sqft (Chamber Office)

### C. Application Information

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

Blade sign for Chamber Office

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):

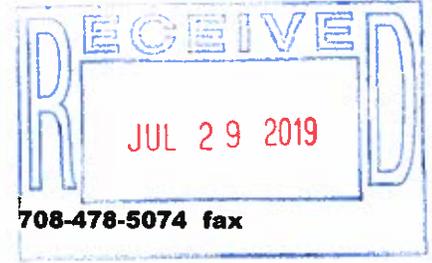
Is the applicant aware of any Village Code deficiencies of the property or structure?  Yes  No  
If yes, explain:

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.

Jackie Bobbitt  
Signature of Applicant

3.12.19  
Date

# INTEGRITY SIGN



18770-A South 88<sup>th</sup> Avenue Mokena, IL 60448 708-478-2700 office 708-478-5074 fax  
IntegritySignCompany.com

PREPARED BY: Keith Hlad

DATE: 07-24-2019

## PROPOSAL

Agreement made between INTEGRITY SIGN COMPANY and

BUYER: Tinley Park Chamber of Commerce  
17316 S. Oak Park  
Tinley Park, IL 60477

Attn: Jackie  
Phone: 708-532-5700

INSTALL ADDRESS: Same

### DESCRIPTION OF WORK:

- Art
- Fabricate & Install 22" x 36" Pole, 1/2" Sintra & Copy
- Procure Permit (Cost Extra)

COST: \$760.00

DEPOSIT:

BALANCE: On Completion

Remarks/Notes:

NOTE: A 2% convenience fee will be added to all credit card transactions.

Above price does not include applicable sales taxes and permit fees (unless otherwise specified).

All unpaid balances shall bear interest at the rate of two percent (2%) per month or part thereof after due date. Contact an Integrity representative for a detailed list of other restrictions that may apply to this contract. The parties acknowledge that they have carefully read the entire Agreement and fully understand their respective covenants hereunder.

**CONTRACT NOT VALID UNLESS SIGNED BY AN OFFICER OF INTEGRITY SIGN COMPANY**

INTEGRITY SIGN COMPANY

BUYER \_\_\_\_\_

ACCEPTED BY:

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

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

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

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

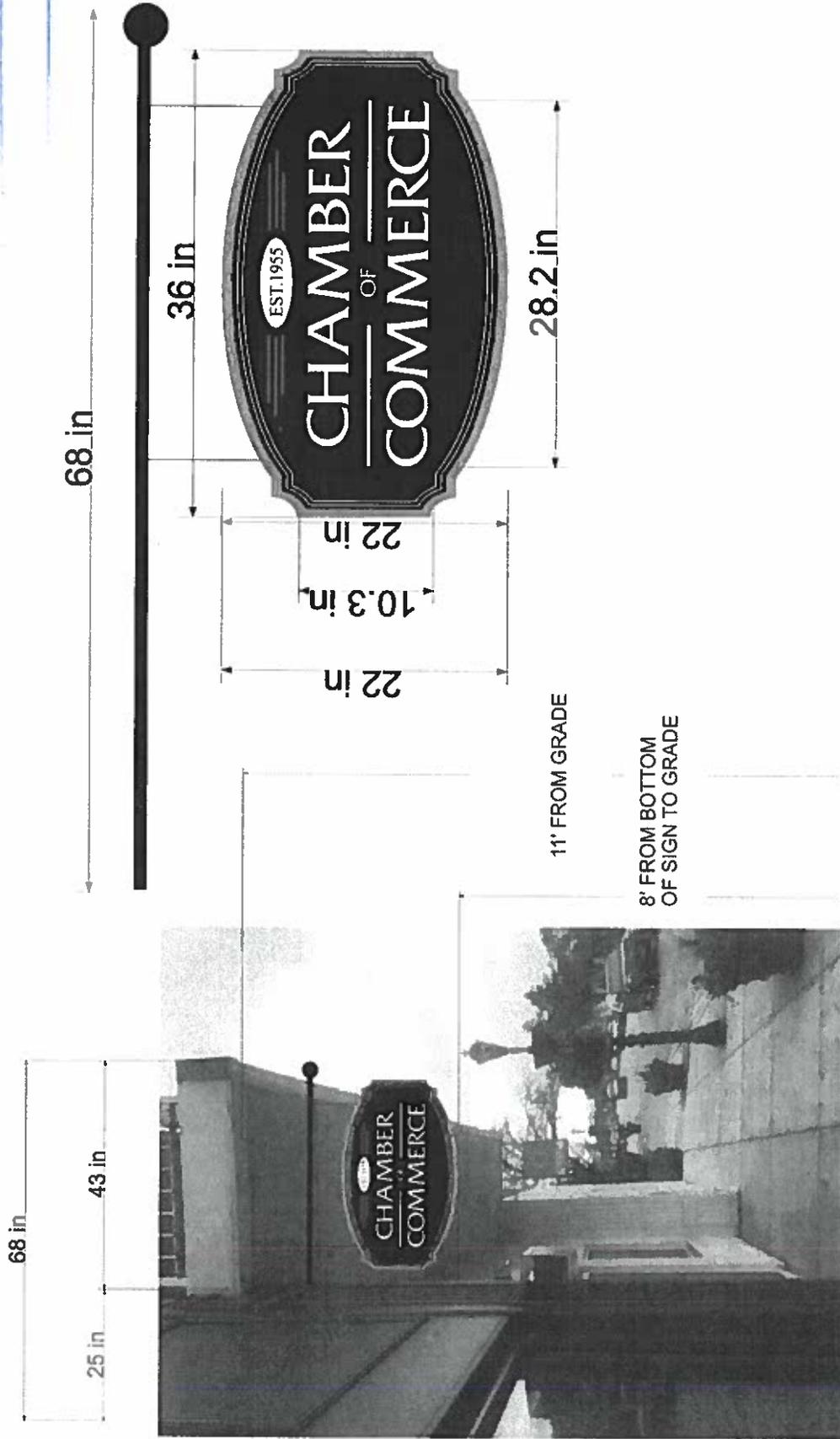
DATE: \_\_\_\_\_

**PLEASE SIGN AND RETURN THE ORIGINAL OF THIS AGREEMENT**

Prices subject to change if not accepted within thirty (30) days of the first date set forth above.

BLADE SIGN - OPTION 2

RECEIVED  
JUL 29 2019



These drawings are the exclusive property of Integrity Sign Company. Any use other than that intended is not allowed without the express written authorization of Integrity Sign Company. Ideas contained herein are considered intellectual property and are protected under law. © Integrity Sign Company. The prices, specifications and conditions as described are satisfactory and hereby accepted. Integrity Sign Company is authorized to do the work as specified.

Project: F:\TINLEY PARK CHAMBER OF COMMERCE\TPCC window and blade sign  
 Address:  
 Date: 7/18/2019 Job Name: tpcc window decals2.fs  
 Drawn By: HC Salesperson:  
 Approved By: Date:

**INTEGRITY SIGN**  
 18770-A S. 88th Ave. Mokena, IL 60448  
 708-478-2700 office / 708-478-5074 fax



# Interoffice Memo

---

**Date:** August 27, 2019

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

**From:** Kimberly Clarke, AICP, Director of Community Development

**Subject:** An English Garden, OPA Playbook Sign Grant

## **BACKGROUND:**

Kim McAuliffe (Applicant), the owner of An English Garden, purchased the property located at 16800 Oak Park Avenue (formally GiGi's Playhouse) in July of 2019 to expand her florist business currently located in Mokena into Tinley Park. The Applicant plans to install a new ground sign with a stacked brick base in the front yard along Oak Park Avenue.

The Applicant submitted one proposal (exhibit A) from Effective Signs for the design, procurement, and installation of a custom two-sided ground sign constructed with ¾" wood and stacked stone. Per the proposal, the sign will be mounted on 4"x6"x10' treated posts set in concrete. Posts will be stained burgundy in color with a decorative finial attached to the top of wood posts. The base will be constructed using stacked brick reddish-tan in color and incorporate 6" address numbers on both sides as required by Village code. Base dimensions measure approximately 98" wide x 42" in height with the overall sign dimensions measuring 98" wide by 96" in height. The proposal totaled \$2,895.00

## **DISCUSSION:**

The Applicant is requesting a \$1,447.50 Sign Grant to install a new ground sign at 16800 Oak Park Avenue. PIN: 28-30-107-007-0000. The subject property is a two story 2,845 SF mixed use building constructed in the late 1800's.

The Oak Park Avenue Sign Grant is a matching grant up to \$5,000. A single business can request matching funds up to \$70,000 per location per fiscal year.

## **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.

**STRATEGIC PLAN CHECKLIST:**

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

**BENEFITS:**

The project will replace the existing nonconforming ground sign that is currently within the public right-of-way. The new ground sign will be constructed in a more appropriate location per Village code. Additionally, the new ground sign will be an enhancement to the Village by beautifying a target development area.

**REQUEST:**

Staff is seeking direction regarding the approval of a matching \$1,447.50 Sign Grant to install a ground sign for Kim McAuliffe, owner of An English Garden, who is expanding her florist business into Tinley Park. The Economic and Commercial Commission (ECC) unanimously recommended this item for approval at their August 12, 2019 meeting. If approved, staff is prepared to present this item to the Village Board at their September 3, 2019 Village Board Meeting to adopt a Resolution approving the grant.



# 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: Kim McAuliffe  
Mailing Address: 11210 Front St.  
City, State, Zip: Mokena, IL 60448  
Phone Number: [REDACTED]  
Fax Number: \_\_\_\_\_  
Email Address: kim@anenglishgarden.com

### B. Property Information

Property Owner(s): Kim McAuliffe  
Mailing Address: 11210 Front St  
City, State Zip: Mokena, IL 60448  
Property Address: 16800 Oak Park Ave  
Permanent Index No. (PINs): 31-06-101-008-0000  
Existing land use: Commercial Retail  
Zoning District: Neighborhood General  
Lot dimensions and area: 183' x 48.57 (west) / 98.80 (east)

### C. Application Information

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

See attached Project Narrative

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 current sign this grant application seeks funds to replace is not the village mandated 10' from the property line

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.

[REDACTED]  
Signature of Applicant

8/6/2019  
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

[Redacted Signature]

8/6/19  
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 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. *N/A*
- Completed Sign Information Page for each sign (included in Permanent Sign Permit Application).



# Proposal

An English Garden  
16800 Oak Park Ave  
Tinley Park, IL 60477

Aug 1, 2019 revised

Attention: Kim

Project: Front Sign

*As per your request, we are submitting our bid to provide materials and labor to provide the following:*

### Design, Fabricate & Install:

Two sided custom wood sign 'AN ENGLISH GARDEN' consisting of:

Overall size 96" high x 98" w , 2 sided. Mounted on 4"x6"x10' treated posts in concrete aprox 2.5' - Posts to be stained burgundy with ball type finial on top. Base to be stacked stone overall aprox 98" w x 42" h. reddish tan color Sign area is paint and 4 color digital laminated print aprox 96.0" w x 48" h Address in 6" letters on both sides as per code As per approved layout

Any electric work and removal of old sign by others  
Village of Tinley Park permit procurement \$150.00  
Installation \$400.00  
Actual permit fee will be added to final invoice.

Total \$2895.00

**TERMS:** deposit of \$1750.00 required to begin; balance \$ 1145.00 upon completion  
payment forms cash, check, credit/debit card incurs 3.99% fee

**DELIVERY/TIME:** 20-25 working days ( 4-6 weeks)  
delivery time begins after municipality permit approval

*Any layouts or renderings provided to aid in purchase of a sign from Effective Signs, Inc remain property of Effective Signs, Inc. and cannot be copied or reproduced to produce a similar sign.*

*This signed contract constitutes authorization to proceed.*

*You are entering into a legally binding agreement to purchase signage from Effective Signs, Inc.*

*Delivery times are estimates only and may change.*

*Effective Signs, Inc. will not install any sign without local municipality and property owner approval. Effective Signs, Inc. reserves the right to request full payment of balance due prior to installation of sign. Additionally, customer grants Effective Signs, Inc., permission to, at our discretion, remove any part or complete sign that has been installed but not fully paid by the terms set forth above.*

Accepted By \_\_\_\_\_ Title/Position: \_\_\_\_\_ Date \_\_\_\_\_

owner, principal \_\_\_\_\_

address of owner/ principal \_\_\_\_\_ street \_\_\_\_\_ city \_\_\_\_\_ state \_\_\_\_\_ zip \_\_\_\_\_

Business Tax ID # if corporation \_\_\_\_\_

16752 OAK PARK AVENUE/TINLEY PARK, IL 60477 ♦ 708.633.0730 effectivesigns@yahoo.com

RY TIME EFFECTIVE SIGNS EVERY TIME EFF

EFFECTIVE SIGNS EVERY TIME



2 sided monument sign  
 3/4" mdo wood  
 4x6" treated posts  
 paint & 4color print  
 stone base - color approximate  
 98.0" x 96.0"

sign copy area overall  
 96.0" x 48.0"

6" address numbers  
 as per code

**WE CANNOT BEGIN PRODUCTION WITHOUT A SIGNED APPROVED SKETCH**



An English Garden

front sign revision 4

JOB 19-06-122

© Copyright August 01, 2019

significant or repetitive revisions will generate additional charges added to the final invoice

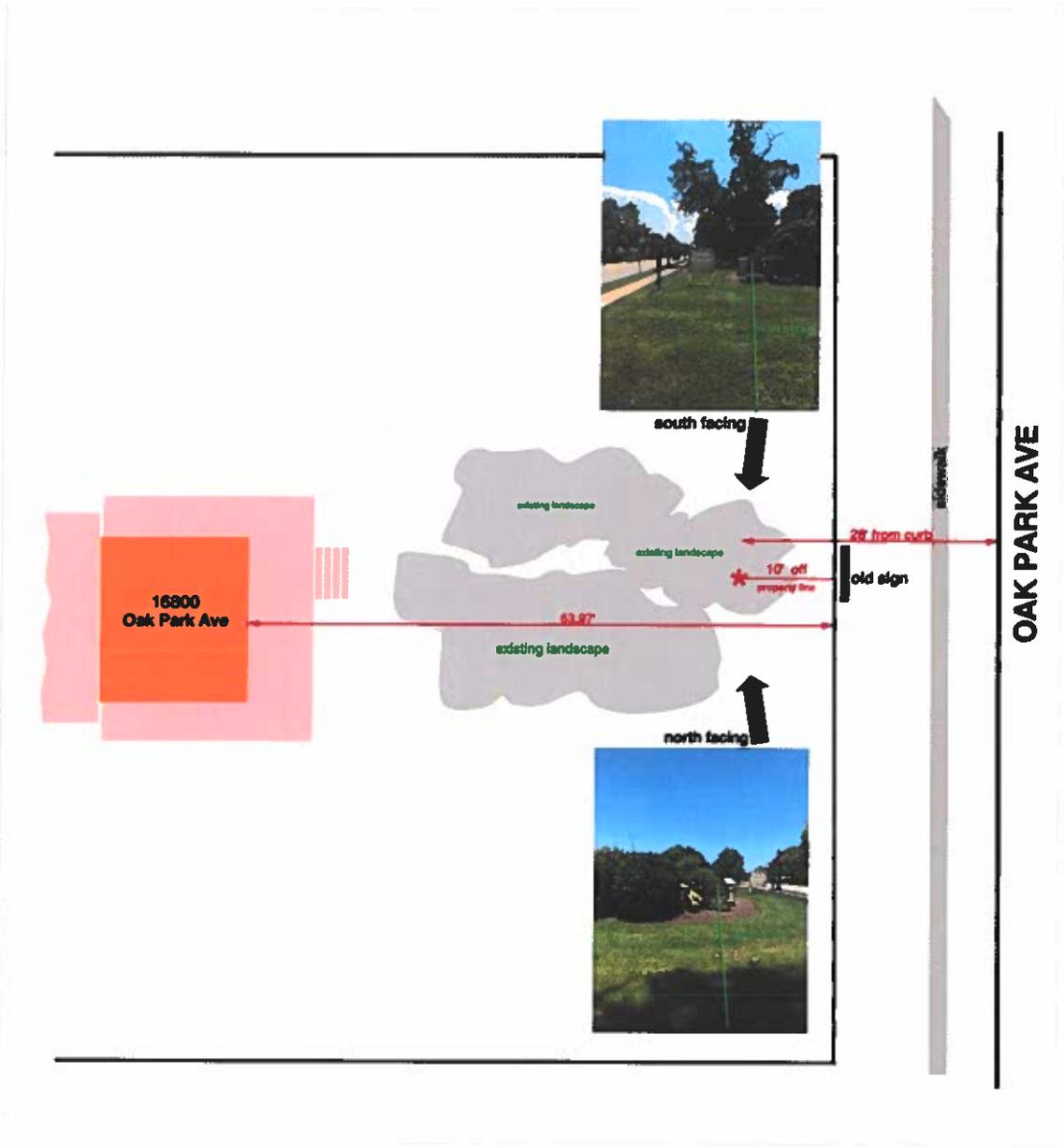
**OK** Please Sign, Date and email Back

date:

**COPYRIGHT NOTICE:**

This artwork is property of Effective Signs and was created exclusively to aid your decision to purchase a sign from Effective Signs, Inc.  
 USE OF THESE PLANS OR CONSTRUCTION OF SIGNS WARRANTS TO THE SIGN CREATOR HERE IS EXPRESSLY FORBIDDEN BY TITLE 17 SECTION 1 OF THE UNITED STATES CODE AND FEDERAL INTELLECTUAL PROPERTY AND USE  
 PROTECTED USE OF THIS ARTWORK UNLESS PURCHASED IS PROHIBITED.  
 Effective Signs, Inc. reserves the right to obtain  
 Attorney Fees. Penalties of these plans constitutes agreement.

16752 OAK PARK AVE. • TINLEY PARK, IL 60477 • 708.633.0730 • [effectivesigns@yahoo.com](mailto:effectivesigns@yahoo.com)





Residential  
Commercial  
ALTA  
Tel 815 485-0445  
Fax 815 485-0528

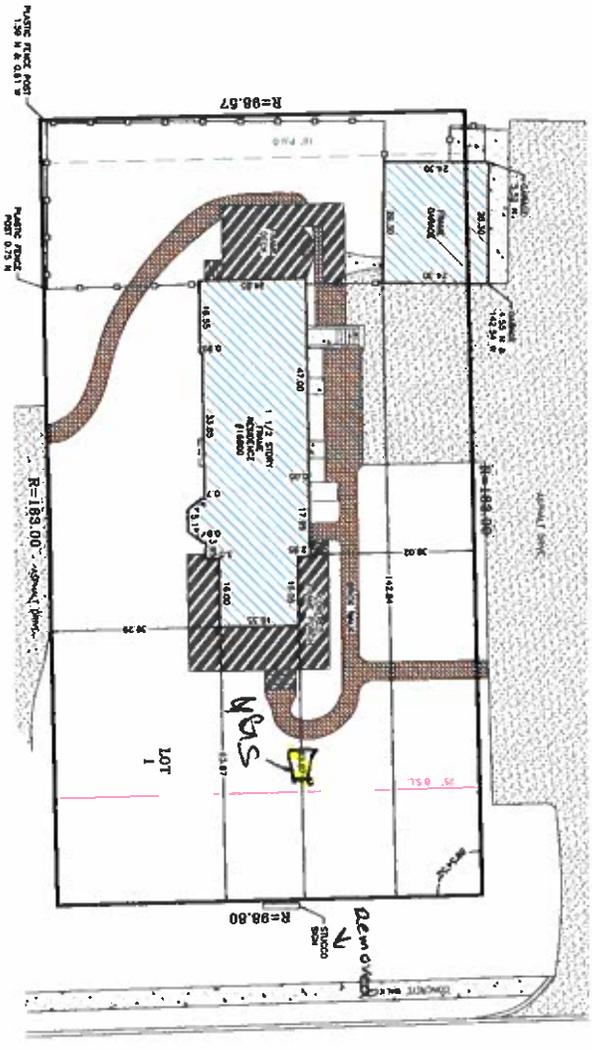
# PLAT OF SURVEY

Studnicka and Associates, Ltd.  
studnicka2000@gmail.com

LOT 1 IN BLOCK 6 IN ELMORE'S OAK PARK AVENUE ESTATES, BEING A SUBDIVISION OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF THE DRAINAGE DITCH CONVEYED BY DOCUMENT NUMBER 377150), ACCORDING TO THE PLAT THEREOF RECORDED APRIL 25, 1929 AS DOCUMENT 10351098, IN COOK COUNTY, ILLINOIS.

17901 Hase Road  
Mokena, Illinois 60448

Topographical  
Condominium  
Site Plans



OAK PARK AVENUE

Scale: 1" = 80 feet  
Distances are marked in feet and decimals  
Ordered by: Richard W. Stank, Jr.  
Order No.: 18-0-00

Compare all points before building by  
marker and all lines before any difference.  
If a difference is found, the owner should  
show herein, refer to abstract, deed or ordinance.  
Field work completed: 6/25/18  
Drawn by: L.G.S.  
Provided by: T.S.  
Design Firm Registration # 184-002791

STATE OF ILLINOIS }  
COUNTY OF WILL }



Studnicka and Associates, Ltd., an Illinois Land Surveying  
firm, has been duly certified as a professional  
surveying firm by the State of Illinois. The  
boundary survey.

Mokena, IL, June 28, A.D. 2018

by [Signature]  
License No. 5804 Expires 11/30/20

**PUBLIC  
COMMENT**

**ADJOURNMENT**