

**MEETING NOTICE**

**NOTICE IS HEREBY GIVEN** that the Regular Meeting of the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, June 04, 2019, beginning at 7:30 PM in the Council Chambers at the Village Hall of Tinley Park, 16250 South Oak Park Avenue, Tinley Park, Illinois.

7:30 PM            CALL TO ORDER

                         PLEDGE OF ALLEGIANCE

                         ROLL CALL

**ITEM #1**

SUBJECT:            CONSIDER APPROVAL OF AGENDA

ACTION:            Discussion - Consider approval of agenda as written or amended.

COMMENTS:

**ITEM #2**

SUBJECT:            CONSIDER APPROVAL OF MINUTES OF THE REGULAR VILLAGE BOARD MEETING HELD ON MAY 21, 2019.

ACTION:            Discussion: **Consider approval of minutes as written or amended.**

COMMENTS: \_\_\_\_\_

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**ITEM #3**

SUBJECT:            CONSIDER THE APPOINTMENT OF KIMBERLY CLARKE TO THE POSITION OF COMMUNITY DEVELOPMENT DIRECTOR - **Trustee Mueller**

ACTION:            Discussion: Kimberly was hired by the Village in January 2018. The intention was for her to be promoted to the position of Community Development Director after a short period of time as Planning Manager. Ms. Clarke has over 13 years of experience and has direct experience in planning, economic development and building services. She has partnered with the current acting CD Director, Paula Wallrich, on many projects. Ms. Wallrich will revert to the Planning Manager position as a result of this change. **Consider concurring with the recommendation of Mayor Vandenberg and appoint Kimberly Clarke as Community Development Director.**

COMMENTS: \_\_\_\_\_  
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**ITEM #4**

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:

- A. CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-041 APPROVING A SETTLEMENT AGREEMENT AND RELEASE BETWEEN THE REGIONAL TRANSPORTATION AUTHORITY (RTA); COUNTY OF COOK; VILLAGE OF FOREST VIEW; VILLAGE OF TINLEY PARK; VILLAGE OF LEMONT; VILLAGE OF ORLAND PARK; ELK GROVE VILLAGE; VILLAGE OF MELROSE PARK; VILLAGE OF HAZEL CREST; VILLAGE OF NORTHBROOK AS PLAINTIFFS AND THE CITY OF KANKAKEE AND RELATED ENTITY MTS CONSULTING, LLC AS DEFENDANTS RELATIVE TO COOK COUNTY CONSOLIDATED CASES 2011 CH 29744 AND 2011 CH 34266 INVOLVING THE MATTER OF SOURCING AND REPORTING OF SALES TAXES.
- B. CONSIDER REQUEST FROM BANKERSLIFE TO CONDUCT THE 17TH ANNUAL BANKERSLIFE FORGET ME NOT TAG DAYS FUNDRAISER TO BENEFIT THE ALZHEIMER'S ASSOCIATION ON THURSDAY, JUNE 20TH, 2019 AT CERTAIN INTERSECTIONS IN THE VILLAGE OF TINLEY PARK.
- C. CONSIDER REQUEST FROM INGALLS DEVELOPMENT FOUNDATION TO CONDUCT A RAFFLE ON JUNE 1, 2019 AT THE TINLEY PARK CONVENTION CENTER WITH THE WINNER DRAWN THAT DAY.
- D. CONSIDER REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, AUGUST 10, 2019, ON 172ND STREET, BETWEEN OAK PARK AVENUE AND 67TH COURT (VFW) FROM 9:00 A.M. TO 3:00 P.M.
- E. PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$1,282.599.06 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED MAY 24 AND MAY 31, 2019.

ACTION: Discussion: **Consider approval of consent agenda items.**

COMMENTS:

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**ITEM #5**

SUBJECT: CONSIDER ADOPTING ORDINANCE NUMBER 2019-O-027 AMENDING TITLE XI, CHAPTER 112, SECTION 112.22 OF THE TINLEY PARK MUNICIPAL CODE-- ADDITION OF ONE (1) CLASS AV LIQUOR/VIDEO LICENSE (BUFFALO WILD WINGS, 7301 W. 183<sup>RD</sup> STREET) - **President Vandenberg**

ACTION: Discussion: The proposed Ordinance would increase the Class AV Liquor/Video Licenses by one (1). The applicant currently operates a full services restaurant and bar at 7301 W. 183<sup>RD</sup> Street. Video Gaming for this establishment is permitted. The respective license will be for the following business:

- Buffalo Wild Wings, 7301 W. 183<sup>rd</sup> Street. Video gaming is proposed at this location.

Upon approval of this Ordinance, the total number of Class AV liquor/video licenses would be fifteen (15). **This Ordinance is eligible for adoption.**

COMMENTS: \_\_\_\_\_  
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**ITEM #6**

SUBJECT: CONSIDER ADOPTING ORDINANCE NUMBER 2019-O-028 AMENDING TITLE XI, CHAPTER 112, SECTION 112.22 OF THE TINLEY PARK MUNICIPAL CODE - ADDITION OF ONE (1) AV LIQUOR/VIDEO LICENSE (PRIMAL CUT STEAKHOUSE, 17344 OAK PARK AVENUE) - **President Vandenberg**

ACTION: Discussion: The proposed Ordinance would increase the Class AV Liquor/Video Licenses by one (1). The applicant currently operates a full services restaurant and bar at 17344 Oak Park Avenue. Video gaming for this establishment is permitted. The respective license will be for the following business:

- Primal Cut Steakhouse, 17344 Oak Park Avenue. Video gaming is proposed at this location.

Upon approval of this Ordinance, the total number of Class AV liquor/video licenses would be sixteen (16). This Ordinance is eligible for adoption. **This Ordinance is eligible for adoption.**

COMMENTS: \_\_\_\_\_  
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**ITEM #7**

SUBJECT: CONSIDER ADOPTING ORDINANCE NUMBER 2019-0-029 AMENDING TITLE XI, CHAPTER 112, SECTION 112.22 OF THE TINLEY PARK MUNICIPAL CODE - ADDITION OF ONE (1) CLASS DV LIQUOR/VIDEO LICENSE (LOS 3 BURRITOS #2, 8005 183RD STREET) - **President Vandenberg**

ACTION: Discussion: The proposed Ordinance would increase the Class DV Liquor/Video Licenses by one (1). The applicant currently operates a full services restaurant and bar at 18811 S. 80th Avenue. Video Gaming for this establishment is permitted. The respective license will be for the following business:

- Los 3 Burritos #2, 8005 183rd Street. Video gaming is proposed a this location.

Upon approval of this Ordinance, the total number of Class DV liquor/video licenses would be three (3). **This Ordinance is eligible for adoption.**

COMMENTS:

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**ITEM #8**

SUBJECT: CONSIDER ADOPTING ORDINANCE NUMBER 2019-O-030 AMENDING TITLE XI, CHAPTER 112, SECTION 112.22 OF THE TINLEY PARK MUNICIPAL CODE - ADDITION OF ONE (1) CLASS EV LIQUOR/VIDEO GAMING LICENSE (POP'S ITALIAN BEEF AND SAUSAGE, 7301 183RD STREET) - **President Vandenberg**

ACTION: Discussion: The proposed Ordinance would increase the Class EV Liquor/Video Licenses by one (1). The applicant currently operates a full services restaurant and bar at 7301 W. 183rd Street. Video Gaming for this establishment is permitted. The respective license will be for the following business:

- Pop's Italian Beef and Sausage, 7301 183rd Street. Video gaming is proposed at this location.

Upon approval of this Ordinance, the total number of Class EV liquor/video licenses would be nine (9). **This Ordinance is eligible for adoption.**

COMMENTS:

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**ITEM #9**

SUBJECT: CONSIDER ADOPTING ORDINANCE NUMBER 2019-O-031 AMENDING TITLE XI, CHAPTER 112, SECTION 112.22 OF THE TINLEY PARK MUNICIPAL CODE - ADDITION OF ONE (1) CLASS AV-1 LIQUOR/VIDEO LICENSE (UNION BAR AND GRILL, 17821 80TH AVENUE) - **President Vandenberg**

ACTION: Discussion: The proposed Ordinance would increase the Class AV-1 Liquor/Video Licenses by one (1). The applicant is opening a full service restaraunt and bar at 17821 80th Avenue. Video Gaming for this establishment is permitted. The respective license will be for the following business:

- Union Bar and Grill, 17821 80th Avenue. Video gaming is proposed at this location.

Upon approval of this Ordinance, the total number of Class AV-1 liquor/video licenses would be nine (9). **This Ordinance is eligible for adoption.**

COMMENTS:

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**ITEM #10**

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-043 APPROVING AN AGREEMENT WITH WGN RADIO FOR A TOURISM ADVERTISING CAMPAIGN IN CONJUNCTION WITH THE ILLINOIS BUREAU OF TOURISM MARKETING PARTNERSHIP GRANT - **Trustee Berg**

ACTION: Discussion: The Village received a MPP (Marketing Partnership Program) grant from the State of Illinois tourism bureau for \$23,300 to fund a tourism-focused radio campaign (at a 50% match rate). The objective of this tourism marketing effort is to increase Tinley Park's brand awareness, to promote the Village's hospitality-related amenities and persuade visitors to visit Tinley Park for entertainment (benches, music, special events, breweries), dining and shopping. The grant parameters require advertising outside of a 50-mile radius and the funds must be used during the State's fiscal year ending June 30, 2019. The Village has chosen to partner with WGN radio for this campaign because of their five-state reach, affiliation with the Chicago White Sox, and credibility. The campaign will include a walk-thru video hosted by a WGN radio personality, radio commercials during the Chicago White Sox home games in June, an in-studio tasting featuring Tinley Park's local brewers and a mix of live read and recorded commercials. Funding has been earmarked in the Village's FY20 budget to cover the local match. **This Resolution is eligible for adoption.**

COMMENTS:

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**ITEM #11**

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-044 APPROVING AN AGREEMENT AND APPOINTMENT WITH RORY GROUP, LLC AS THE VILLAGE LOBBYIST - **Trustee Glotz**

ACTION: Discussion: President Vandenberg is appointing Rory Group, LLC as the Village's lobbyist. They will do as much work as we ask them to do according to what is outlined in the agreement for a contracted amount of \$3,000 per month. Rory Group will provide the service of lobbying for Cook County in addition to the State, and also provide the Village Board with quarterly reports. Consider approving the agreement with Rory Group, LLC for a contracted amount of \$3,000 per month. **This Resolution is eligible for adoption.**

COMMENTS: \_\_\_\_\_  
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**ITEM #12**

SUBJECT: CONSIDER ADOPTING ORDINANCE NUMBER 2019-O-025 APPROVING TEXT AMENDMENTS TO SECTION III.W. (REGULATIONS FOR PERSONAL WIRELESS SERVICE FACILITIES) OF THE ZONING ORDINANCE FOR REGULATIONS RELATED TO TELECOMMUNICATION SERVICE AND SMALL CELL WIRELESS FACILITIES - **Trustee Mueller**

ACTION: Discussion: Staff drafted text amendments to the Zoning Ordinance for Telecommunication Service Facilities (TCSF) in response to several inquiries and state law changes with respect to small cell wireless antennas. Staff also improved Section III.W. as a whole in order to clarify and update the Village's regulations for freestanding cell towers, antennas/co-locations, small cell antennas, distributed antenna systems, and related definitions. The draft changes will replace the existing code section in its entirety. The Village Attorney and Public Works Department assisted Planning staff in reviewing the draft text changes. The Plan Commission held a Public Hearing on May 2, 2019, and voted unanimously (4-0) to recommend APPROVAL of the text amendments. **This Ordinance is eligible for adoption.**

COMMENTS: \_\_\_\_\_  
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**ITEM #13**

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-045 AMENDING AN ECONOMIC INCENTIVE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND SOUTH STREET DEVELOPMENT, LLC. - **Trustee Mueller**

ACTION: Discussion: A request to amend the Rebate Sharing portion of the Incentive Agreement from sharing half the percentage of the leased commercial space to sharing 50% of the increment if more than 25% of the available space is leased and 25% of increment regardless of the amount of space leased. Planned improvements for the vacant land located at 6701-6755 South Street will include a 4 story 165 unit mixed use development with 30,000 square feet of commercial space, 100 new public parking spaces, a 181 private parking spaces, a private swimming pool, public infrastructure improvements and public streetscape. The total rebate incentive package will not exceed \$7,026,000 to include an amount not to exceed \$2,200,000 for public infrastructure improvements and an amount not to exceed \$4,826,000 for TIF eligible expenses. The incentive also includes land value estimated at \$500,000 creating a total estimated incentive package of \$7,526,000. **This Resolution is eligible for adoption.**

COMMENTS: \_\_\_\_\_  
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**ITEM #14**

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-046 SUPPORTING A CLASS 6B SUSTAINABLE EMERGENCY RELIEF (SER) REAL ESTATE TAX ASSESSMENT APPLICATION BY R.G. RILEY AND SONS, INC FOR AN INDUSTRIAL DEVELOPMENT LOCATED AT 17700 DUVAN DRIVE TINLEY PARK, COOK COUNTY, ILLINOIS. - **Trustee Mueller**

ACTION: Discussion: This Resolution provides support for the Cook County Class 6B SER incentive which reduces the tax assessment ratio for the property at 17700 Duvan Dr from 25% to 10% for a 10 year period, 15% in the 11th year and 20% in the 12th year. The property is in the Duvan Industrial Park and the municipally designated Tinley Park Mental Health Center TIF District. This project meets the goals and objectives for encouraging redevelopment and business retention in Tinley Park as set forth by the Economic and Commercial Commission and the Village Board of Trustees in previous meetings. The Economic and Commercial Commission recommended approval of this proposed economic development incentive at their meeting on April 15, 2019; the Community Development Committee recommended approval of the request at their meeting on May 28, 2019. **This Resolution is eligible for adoption.**

COMMENTS: \_\_\_\_\_  
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**ITEM #15**

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-047 RECOMMENDING A COOK COUNTY CLASS 7B RECLASSIFICATION FOR TOP HOSPITALITY FOR A COMMERCIAL DEVELOPMENT (TWO MARRIOTT HOTELS) LOCATED AT 18300 96TH AVENUE, COOK COUNTY, ILLINOIS - **Trustee Mueller**

ACTION: Discussion: This Resolution provides support for the Cook County Class 7B incentive which reduces the tax assessment ratio for the property at 18300 96th Avenue from 25% to 10% for a 10 year period, 15% in the 11th year and 20% in the 12th year. The property is located in the municipally designated LaGrange Road Blighted Area. This project meets the goals and objectives established in the Economic Incentive Policy as set forth by the Economic and Commercial Commission and the Village Board of Trustees.

The Community Development Committee recommended approval of this proposed economic development incentive on May 28, 2019. The Economic and Commercial Commission will review the proposal at its May 31, 2019 meeting. **This Resolution is eligible for adoption.**

COMMENTS:

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**ITEM #16**

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-048 AWARDDING AN OAK PARK AVENUE CODE COMPIANCE GRANT TO SUSAN CHAFI FOR PROPERTY LOCATED AT 17451 OAK PARK AVENUE TINLEY PARK, COOK COUNTY, ILLINOIS - **Trustee Mueller**

ACTION: Discussion: This Resolution approves a Code Compliance Grant for Susan Chafi. Planned improvements for the building at 17451 Oak Park Avenue will include a new fire alarm system as required by the Tinley Park Building Code. The total matching grants will not exceed \$5,375. The Community Development Committee recommended approval of this proposed grant on May 28, 2019. The Economic and Commercial Commission reviewed the proposal at its May 31, 2019 meeting. **This Resolution is eligible for adoption.**

COMMENTS:

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**ITEM #17**

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-049 AWARDDING AN OAK PARK AVENUE SIGN GRANT TO ED AND JOE’S RESTAURANT AND PIZZERIA FOR PROPERTY LOCATED AT 17332 OAK PARK AVENUE TINLEY PARK, COOK COUNTY, ILLINOIS (MICHAEL CLARK, OWNER). - Trustee Mueller

ACTION: Discussion: This Resolution approves a Sign Grant for Ed and Joe's Restaurant. Planned improvements for the building at 17332 Oak Park Avenue will include a new sign. The total matching grants will not exceed \$2,495. The Economic and Commercial Commission recommended approval of the grant request at its April 15, 2019 meeting; the Community Development Committee recommended approval of the request at its May 28, 2019, meeting. **This Resolution is eligible for adoption.**

COMMENTS: \_\_\_\_\_  
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**ITEM #18**

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-042 APPROVING A MASTER POLE ATTACHMENT AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND NEW CINGULAR WIRELESS PCS, LLC (D/B/A AT&T) - Trustee Mueller

ACTION: Discussion: The Master Pole Agreement was drafted based on the recommendation of the Illinois Municipal League, Village Attorney, and Village Planning staff. The agreement will permit the location of AT&T small cell wireless equipment on the Village’s municipally-owned utility poles in compliance with the Illinois Small Wireless Facilities Deployment Act. **This Resolution is eligible for adoption.**

COMMENTS: \_\_\_\_\_  
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**ITEM #19**

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-050 OPPOSING THE ZONING MAP AMENDMENT REQUEST FOR 18501 SOUTH RIDGELAND AVENUE, UNINCORPORATED COOK COUNTY, ILLINOIS  
- **Trustee Mueller**

ACTION: Discussion: This Resolution opposes a Zoning Map Amendment for an unincorporated property of land located at 18501 South Ridgeland Avenue. The applicant is requesting to rezone the property from Cook County R-4 Single Family Residence to Cook County I-1 Restricted Industrial District. The property is adjacent to existing attached single-family townhomes within the R-6 (Medium Density Residential) Zoning District. The Village's Comprehensive Plan proposes this property to be zoned Residential, and therefore the proposed Cook County I-1 Restricted Industrial District is in conflict with the vision for this area. The permitted uses allowed under the Cook County I-1 Zoning District are incompatible with existing adjacent residential uses. **This Resolution is eligible for adoption.**

COMMENTS: \_\_\_\_\_  
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**ITEM #20**

SUBJECT: RECEIVE COMMENTS FROM STAFF -

ACTION: Discussion:

COMMENTS: \_\_\_\_\_  
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**ITEM #21**

SUBJECT: RECEIVE COMMENTS FROM THE BOARD -

ACTION: Discussion:

COMMENTS: \_\_\_\_\_  
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**ITEM #22**

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC -

ACTION: Discussion:

COMMENTS: \_\_\_\_\_  
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**ITEM #23**

SUBJECT: ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- A. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.
- B. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.
- C. THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY.

ADJOURNMENT

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**Regular Meeting of the Board of Trustees - Minutes**

**MINUTES OF THE REGULAR BOARD MEETING OF THE TRUSTEES,  
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,  
ILLINOIS, HELD MAY 21, 2019**

The regular meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Council Chambers located in the Village Hall of Tinley Park, 16250 S. Oak Park Avenue, Tinley Park, IL on May 21, 2019. President Vandenberg called this meeting to order at 7:42 p.m. and led the Board and audience in the Pledge of Allegiance.

Village President:	Jacob C. Vandenberg
Village Clerk:	Kristin Thirion
Trustees:	Cynthia A. Berg William P. Brady William A. Brennan Diane M. Galante Michael W. Glotz Michael G. Mueller
Absent:	None
Also Present:	
Village Manager:	David Niemeyer
Asst. Village Manager:	Patrick Carr
Village Attorney:	Patrick Connelly

Motion was made by Trustee Berg, seconded by Trustee Glotz, to approve the agenda as written or amended for this meeting. Vote by voice call. President Vandenberg declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to approve and place on file the minutes of the regular and special Village Board Meetings held on May 7, 2019. Vote by voice call. President Vandenberg declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Berg, to **PROCLAIM THE FIRST FRIDAY IN JUNE TO BE NATIONAL GUN VIOLENCE AWARENESS DAY**. This is to honor and remember all victims and survivors of gun violence.

Motion was made by Trustee Glotz, seconded by Trustee Brady, to adopt and place on file **RESOLUTION 2019-R-037 RECOGNIZING THE TINLEY PARK HIGH SCHOOL SYMPHONIC BAND FOR WINNING 2019 ILLINOIS SUPERSTATE CHAMPIONSHIP IN CLASS 2A**. On May 3, 2019, the Tinley Park High School Symphonic Band took the stage at the Krannert Center for Performing Arts located at the University of Illinois Urbana Campus. They played two songs, "Block M" by Jerry Bilik and "Othello" by Alfred Reed during the SuperState performance, leading them to be crowned as the 2019 Illinois SuperState Champions in Class 2A. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

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**Regular Meeting of the Board of Trustees - Minutes**

At this time, the Village Board **RECEIVED A PRESENTATION OF THE "2019 RETA L. BRUDD MEMORIAL SCHOLARSHIP PROGRAM AWARDS" SPONSORED BY THE COMMUNITY RESOURCE COMMISSION.** Four (4) \$1,000 scholarships were awarded to students for providing outstanding community service while maintaining academic excellence. Applications were received and reviewed by six (6) judges who chose the winners as follows:

*Seth Huisenga, Victor J. Andrew High School  
James Subka, Victor J. Andrew High School  
Timothy Moriarty, Tinley Park High School  
Jane Sharp, Providence Catholic High School*

These scholarships were sponsored by Peterson, Johnson, and Murray, Homewood Disposal, Robertson Engineering, and Christopher Burke Engineering.

At this time, Clerk Thirion **CONDUCTED A SWEARING IN CEREMONY FOR FIREFIGHTERS CHRISTIAN ANDREWS, JACOB LITKENHUS, TYLER MULLER AND BRANDON ROJAS.**

Motion was made by Trustee Galante, seconded by Trustee Glotz, to **APPOINT AMY LUTCHEN TO THE POSITION OF STAFF ACCOUNTANT.** The Village conducted a search for Staff Accountant and received twelve applications. One of the candidates, Amy Lutchen, was identified as the most qualified for the position of Staff Accountant to assist the Village's Finance Department. Amy earned her Bachelor's degree in Accounting from the University of Illinois at Champaign-Urbana and has over twenty years of experience in the Accounting Field, including that of Assistant Controller. She currently serves as part time Staff Accountant with the Village, a position she has held since January of 2019. Amy has resided in Tinley Park for seventeen years. Trustee Brennan stated he will abstain from voting on this item due to a business relationship with Ms. Lutchen. Vote on roll call: Ayes: Berg, Brady, Galante, Glotz, Mueller. Nays: None. Abstain: Brennan. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Berg, seconded by Trustee Brady, to consider approving the following Consent Agenda items:

The following Consent Agenda items were read by the Village Clerk:

- A. **CONSIDER PROCLAIMING SEPTEMBER 9TH, 2019 THROUGH SEPTEMBER 14TH, 2019 AS VETERAN'S OF FOREIGN WARS (VFW) "BUDDY POPPY WEEK" IN THE VILLAGE OF TINLEY PARK.**
- B. **CONSIDER REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, AUGUST 17, 2019, ON 65TH AVENUE, BETWEEN 174TH STREET AND VOGT STREET FROM 10:30 A.M. TO 10:00 P.M.**
- C. **CONSIDER REQUEST FOR A BLOCK PARTY PERMIT ON SUNDAY, JUNE 2, 2019, IN THE CUL-DE-SAC AT HITCHCOCK BOULEVARD FROM NOON TO 5:00 P.M.**

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- D. CONSIDER REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, JULY 27, 2019, ON ARLINGTON STREET BETWEEN PRINCETON AND EVERDON, FROM 10:00 A.M. TO 10:00 P.M.
- E. CONSIDER REQUEST FOR A BLOCK PARTY ON SATURDAY, AUGUST 31, 2019, ON RAVINIA DRIVE FROM 6624 TO 6655, FROM 1:00 P.M. TO 9:00 P.M.
- F. CONSIDER ADOPTING RESOLUTION 2019-R-040 APPROVING A SETTLEMENT AGREEMENT AND RELEASE BETWEEN THE REGIONAL TRANSPORTATION AUTHORITY (RTA); COUNTY OF COOK; VILLAGE OF FOREST VIEW; VILLAGE OF TINLEY PARK; VILLAGE OF LEMONT; VILLAGE OF ORLAND PARK; ELK GROVE VILLAGE; VILLAGE OF MELROSE PARK; VILLAGE OF HAZEL CREST; VILLAGE OF NORTHBROOK AS PLAINTIFFS AND THE CITY OF KANKAKEE AS DEFENDANT RELATIVE TO COOK COUNTY CONSOLIDATED CASES 2011 CH 29744 AND 2011 CH 34266 INVOLVING THE MATTER OF SOURCING AND REPORTING OF SALES TAXES.
- G. CONSIDER ADOPTING ORDINANCE NUMBER 2019-O-023 ADOPTING CERTAIN AMENDMENTS TO THE TINLEY PARK MUNICIPAL CODE – 2019 S-033 SUPPLEMENT – CODIFICATION.
- H. CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-039 AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY (METRA) - WARMING SHELTER AT OAK PARK AVENUE TRAIN STATION.
- I. PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$1,702,424.50 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED MAY 10, 2019, AND MAY 17, 2019.

President Vandenberg asked if anyone from the Board would like to remove or discuss any items from the Consent Agenda. No items were removed or discussed. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Brady, to adopt and place on file **ORDINANCE 2019-O-019 AMENDING TITLE III OF THE TINLEY PARK MUNICIPAL CODE ENTITLED "ADMINISTRATION" ADDING CHAPTER 45: HAZARDOUS MATERIAL EMERGENCY RESPONSE REIMBURSEMENT**. Legal has prepared a draft ordinance identifying a fee structure that would be assessed in the event we have a hazardous materials spill, threatened release, or other similar event in the Village response areas. Previously,

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**Regular Meeting of the Board of Trustees - Minutes**

we did not have a conforming ordinance that covered our actual time, personnel assignments and regular and specialty equipment used during these incidents. The basis of the charges are to reimburse the Village for expenses incurred when removing and/or remediating hazardous material incidents/emergencies

We will be charging the fees prescribed in Public Act 99-0770 that allow for \$250 per hour and \$70 per responder. In addition, the Village may recover costs pertaining to the use of certain materials in removing/remediating hazardous materials.

Public Safety Committee approved the attached draft ordinance at the May 14, 2019 meeting it is recommended for approval. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Glotz, seconded by Trustee Brennan, to adopt and place on file **RESOLUTION NUMBER 2019-R-038 APPROVING FY2020 PAVEMENT MANAGEMENT PROGRAM (PMP) RESURFACING PROGRAM**. The project entails approximately 10.5 miles of pavement improvements which include street resurfacing by heater scarification, HMA surface removal and replacement, pavement patching, miscellaneous concrete repairs, structure adjustments, pavement striping and other miscellaneous improvements in order to complete the project. Quantities will be field adjusted to meet the budget constraints. This item was discussed at the Public Works Committee meeting held on May 14, 2019 and recommended for approval. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. President Vandenberg asked where this program is funded from. Treasurer Vandenberg stated that funds for the PMP come from State of Illinois, Motor Fuel Tax, per capita allocation, Red Light Camera and Vehicle Sticker programs. This program has been in place for approximately fifteen (15) years. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Berg, to place on first reading **ORDINANCE NUMBER 2019-O-025 APPROVING TEXT AMENDMENTS TO THE ZONING ORDINANCE FOR REGULATIONS RELATED TO TELECOMMUNICATION SERVICE AND SMALL CELL WIRELESS FACILITIES**. Staff drafted Text Amendments to Section III.W. (Regulations for Personal Wireless Service Facilities) of the Zoning Ordinance for Telecommunication Service Facilities (TCSF) in response to several inquiries and state law changes concerning small cell wireless antennas. Staff also improved the Section as a whole in order to clarify and update the Village's regulations for freestanding cell towers, antennas/co-locations, small cell antennas, distributed antenna systems, and related definitions. The draft changes will replace the existing code section in its entirety. The Village Attorney and Public Works Department assisted Planning staff in reviewing the draft text changes.

The Plan Commission held a Public Hearing on May 2, 2019 and voted unanimously (4-0) to recommend approval of the Text Amendments. Vote by voice call. President Vandenberg declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Berg, to adopt and place on file

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**Regular Meeting of the Board of Trustees - Minutes**

**ORDINANCE NUMBER 2019-O-024 GRANTING A VARIATION FROM THE ZONING ORDINANCE TO PERMIT AN ACCESSORY STRUCTURE (PLAYHOUSE) TO BE LOCATED IN A REQUIRED SECONDARY FRONT YARD WHERE IT IS NOT PERMITTED AT 17104 67TH COURT IN THE R-4 (SINGLE-FAMILY RESIDENTIAL) ZONING DISTRICT.** The Petitioners, Sandra & Dan Lopez, are seeking a Variation from Section III.H. (Permitted Encroachments in Required Yards) of the Zoning Ordinance, to permit a 96 square foot accessory structure (playhouse) to be located in a secondary front yard where one is not permitted. The playhouse will be located behind the existing home's non-conforming secondary front yard setback and within a fenced area of their rear yard. There are no other practical alternative locations on the property due to the small width for a corner lot that was developed under previous Zoning regulations.

The Zoning Board of Appeals held a Public Hearing on May 9, 2019 and voted 4-0 to recommend approval of the requested Variation in accordance with plans as listed in the "List of Reviewed Plans" and recommended conditions in the May 9, 2019 Staff Report. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to adopt and place on file **ORDINANCE NUMBER 2019-O-026 GRANTING VARIATIONS FROM THE ZONING ORDINANCE, TO PERMIT A 22'X26' DETACHED GARAGE TO BE LOCATED THREE FEET (3') FROM THE SIDELINE AND TWO FEET (2') FROM THE PRINCIPAL STRUCTURE AT 16933 WILLOW LANE DRIVE IN THE R-4 (SINGLE-FAMILY RESIDENTIAL) ZONING DISTRICT.** The Petitioners, Casey & Sheri Mrofka, located at 16933 Willow lane Drive, are seeking a 2 foot Variation from Section III.I. (Accessory Structures and Uses) of the Zoning Ordinance, to permit a 22' x 26' detached garage to be setback 3 feet from the side lot line where a minimum 5 foot setback is required and an 8 foot Variation from Section III.I. (Accessory Structures and Uses) of the Zoning Ordinance, to permit a detached garage to be located within 2 feet of the existing principal structure where a 10 foot minimum setback is required or the structure must comply with the principal structure setbacks.

The Petitioner is proposing to demolish the existing 18.5' x 22' detached garage and build a new 22' x 26' detached garage to accommodate their vehicles. To construct the preferred garage size, with consideration of the driveway approach, and to avoid removal of an existing tree, they have requested these setback Variations from the property line and the principal structure.

The Zoning Board of Appeals held a Public Hearing on May 9, 2019 and voted 4-0 to recommend approval of the requested Variations in accordance with plans as listed in the "List of Reviewed Plans" and recommended conditions including the prohibition of extending utilities to the garage except electric and limitations to setbacks and future use of the garage as stated in the May 9, 2019 Staff Report. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

At this time, President Vandenberg asked if anyone from Staff would care to address the Board.

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**Regular Meeting of the Board of Trustees - Minutes**

Community Development Director Paula Wallrich presented an update on the Residences Development noting that the Village is waiting for engineering plans.

At this time, President Vandenberg asked if anyone from the Board would care to address the Board.

President Vandenberg stated that he was happy to see the intergovernmental agreement with Metra for the warming shelter at Oak Park Avenue was adopted this evening. He also thanked Public Works for their hard work dealing with all the rain we have been having recently.

At this time, President Vandenberg asked if anyone from the Public would care to address the Board.

A citizen stated he is happy to see the flooding improvement at Veterans Park near his home. He also thanked the Village for the hiring of additional firefighters and would like to see more police officers hired.

A citizen stated his concerns with the Residences project.

Mike Stuckly noted he approves of the Village allowing the Assistant Public Works Director to have a take home vehicle.

Motion was made by Trustee Glotz, seconded by Trustee Berg, at 8:50 p.m. to adjourn to Executive Session to discuss the following:

- A. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.
- B. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.
- C. THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY.

Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Berg, seconded by Trustee Brady, to adjourn the Executive Session and reconvene the regular Board meeting. Vote by voice call. President Vandenberg declared the motion carried and reconvened the regular Board meeting at 11:19 p.m.

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**Regular Meeting of the Board of Trustees - Minutes**

DRAFT

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**Regular Meeting of the Board of Trustees - Minutes**

Motion was made by Trustee Berg, seconded by Trustee Brady, to adjourn the regular Board meeting. Vote by voice call. President Vandenberg declared the motion carried and adjourned the regular Board meeting at 11:19 p.m.

PLEASE NOTE: Where there is no summary of discussion on any items in the minutes, this reflects that no discussion occurred other than the introduction of the item.

APPROVED:

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

**DRAFT**

**CONSIDER THE APPOINTMENT  
OF  
KIMBERLY CLARKE  
TO THE POSITION OF  
COMMUNITY DEVELOPMENT  
DIRECTOR**

**President Vandenberg**



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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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**RESOLUTION**

**NO. 2019-R-041**

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**A RESOLUTION AUTHORIZING A SETTLEMENT AGREEMENT AND  
RELEASE BETWEEN THE REGIONAL TRANSPORTATION  
AUTHORITY (RTA); COUNTY OF COOK; VILLAGE OF FOREST  
VIEW; VILLAGE OF TINLEY PARK; VILLAGE OF LEMONT;  
VILLAGE OF ORLAND PARK; ELK GROVE VILLAGE; VILLAGE OF  
MELROSE PARK; VILLAGE OF HAZEL CREST; VILLAGE OF  
NORTH BROOK AND PLAINTIFFS AND THE CITY OF KANKAKEE  
AND RELATED ENTITY MTS CONSULTING, LLC AS DEFENDANTS  
RELATIVE TO COOK COUNTY CONSOLIDATED CASES 2011 CH  
29744 AND 2011 CH 34266 INVOLVING THE MATTER OF SOURCING  
AND REPORTING OF SALES TAXES**

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**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**

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**RESOLUTION NO. 2019-R-041**

**A RESOLUTION AUTHORIZING A SETTLEMENT AGREEMENT AND  
RELEASE BETWEEN THE REGIONAL TRANSPORTATION  
AUTHORITY (RTA); COUNTY OF COOK; VILLAGE OF FOREST  
VIEW; VILLAGE OF TINLEY PARK; VILLAGE OF LEMONT;  
VILLAGE OF ORLAND PARK; ELK GROVE VILLAGE; VILLAGE OF  
MELROSE PARK; VILLAGE OF HAZEL CREST; VILLAGE OF  
NORTH BROOK AND PLAINTIFFS AND THE CITY OF KANKAKEE  
AND RELATED ENTITY MTS CONSULTING, LLC AS DEFENDANTS  
RELATIVE TO COOK COUNTY CONSOLIDATED CASES 2011 CH  
29744 AND 2011 CH 34266 INVOLVING THE MATTER OF SOURCING  
AND REPORTING OF SALES TAXES**

**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 President and Board of Trustees of the Village of Tinley Park believe and hereby declare that it is in the best interest of the Village and its residents in order to avoid uncertainties of litigation and without admitting any liability to authorize the Village President and/or Village Manager to execute the Settlement Agreement, attached hereto as Exhibit 1; 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 hereby authorize the Village President and/or Village Manager to execute the Settlement Agreement, attached hereto as Exhibit 1, subject to review 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.

ATTEST:

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VILLAGE PRESIDENT

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-041, **“A RESOLUTION AUTHORIZING A SETTLEMENT AGREEMENT AND RELEASE BETWEEN THE REGIONAL TRANSPORTATION AUTHORITY (RTA); COUNTY OF COOK; VILLAGE OF FOREST VIEW; VILLAGE OF TINLEY PARK; VILLAGE OF LEMONT; VILLAGE OF ORLAND PARK; ELK GROVE VILLAGE; VILLAGE OF MELROSE PARK; VILLAGE OF HAZEL CREST; VILLAGE OF NORTH BROOK AND PLAINTIFFS AND THE CITY OF KANKAKEE AND RELATED ENTITY MTS CONSULTING, LLC AS DEFENDANTS RELATIVE TO COOK COUNTY CONSOLIDATED CASES 2011 CH 29744 AND 2011 CH 34266 INVOLVING THE MATTER OF SOURCING AND REPORTING OF SALES TAXES,”** 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.

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VILLAGE CLERK

**SETTLEMENT AGREEMENT AND RELEASE**

THIS SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) made as of the \_\_\_\_\_ day of May, 2019, by and between the Plaintiffs to consolidated cases 2011 CH 29744 and 2011 CH 34266 (the REGIONAL TRANSPORTATION AUTHORITY (the RTA); the COUNTY OF COOK; the VILLAGE OF FOREST VIEW; the VILLAGE OF TINLEY PARK; the VILLAGE OF LEMONT; the VILLAGE OF ORLAND PARK; ELK GROVE VILLAGE; the VILLAGE OF MELROSE PARK; the VILLAGE OF HAZEL CREST; and the VILLAGE OF NORTHBROOK (collectively, “PLAINTIFFS”)) and Defendant the CITY OF KANKAKEE (KANKAKEE) and related entity MTS CONSULTING, LLC (MTS), WITNESSETH.

**RECITALS**

WHEREAS, the RTA is a special purpose unit of local government and municipal corporation of the State of Illinois with service to and jurisdiction over the following counties in respect to mass ground public transit: Cook, DuPage, Kane, Lake, McHenry, and Will;

WHEREAS, the COUNTY of COOK is a body politic and corporate of the State of Illinois;

WHEREAS, the Villages of FOREST VIEW; TINLEY PARK; ORLAND PARK; ELK GROVE VILLAGE; HAZEL CREST; and NORTHBROOK are Illinois home rule municipalities;

WHEREAS, the Villages of LEMONT and MELROSE PARK are Illinois non-home rule municipalities;

WHEREAS, the PLAINTIFFS are entitled to certain shares of retailers’ occupation taxes imposed on the business of selling tangible personal property within their jurisdictions pursuant to state law (“sales tax”);

WHEREAS, KANKAKEE is an Illinois home rule municipality in Kankakee County, Illinois;

WHEREAS, MTS is an Illinois limited liability company. At all times relevant, MTS was party to an economic development agreement (“EDA”) with KANKAKEE to attract retail entities (“RETAILERS”) to participate in sales tax rebate programs in that municipality;

WHEREAS, MTS entered into an EDA with KANKAKEE on or around February 3, 2003 and amended said EDA effective April 1, 2006 (the “Kankakee-MTS EDA”). Pursuant to the terms of the Kankakee-MTS EDA, MTS attracted RETAILERS to participate in a sales tax rebate program in KANKAKEE through Agency Agreements with MTS;

WHEREAS, RETAILERS contracting with MTS through Agency Agreements pursuant to the Kankakee-MTS EDA reported to the Illinois Department of Revenue (the “Department”) that certain of their sales took place in KANKAKEE, and thereafter received rebates of certain taxes collected from their reported retail sales in those municipalities;

WHEREAS, the PLAINTIFFS assert that the RETAILERS subject to Agency Agreements with MTS pursuant to the Kankakee-MTS EDA engaged in the business of selling within one or more of the PLAINTIFFS’ taxing jurisdictions, but improperly reported those sales as taking place in KANKAKEE;

WHEREAS, the PLAINTIFFS assert that, as a result of the mis-reporting of retail sales as taking place in KANKAKEE, the PLAINTIFFS lost sales tax revenues that would otherwise have been paid to them by the State of Illinois, as well as a 30% Public Transportation Fund match payable to the RTA

pursuant to 70 ILCS 3615/4.09(a)(1)-(2);

WHEREAS, KANKAKEE and MTS deny the impropriety of entering into the EDAs; deny that there has been any mis-sourcing or mis-reporting of retail sales; deny that they facilitated any mis-sourcing or mis-reporting of retail sales in any respect; deny that the PLAINTIFFS lost any sales tax revenue as a result of their actions; and further deny any liability to PLAINTIFFS;

WHEREAS, KANKAKEE contends that it has followed the laws of the State of Illinois and the regulations promulgated by the Department regarding the sourcing and reporting of retail sales for tax purposes;

WHEREAS, the PLAINTIFFS brought suit against KANKAKEE, MTS and others in the Circuit Court of Cook County, Illinois, as consolidated cases 2011 CH 29744 and 2011 CH 34266 (the "Lawsuit") alleging violations of Illinois statutory and common law, including violations of 65 ILCS 5/8-11-21, and losses due to the improper sourcing of sales taxes;

WHEREAS, the aforementioned parties are desirous of resolving all contested matters presently existing in regard to the Kankakee-MTS EDA;

NOW, THEREFORE, IT IS AGREED as follows:

#### **SETTLEMENT TERMS**

1. Each of the recitals set forth above is expressly incorporated herein.
2. KANKAKEE and MTS shall cause to be paid to the PLAINTIFFS the sum of fifteen thousand dollars (\$15,000.00) (the "Settlement Amount") within seven (7) days of execution of this Agreement. Said payment shall be delivered and made payable to the RTA and the County of Cook for distribution among the PLAINTIFFS in any manner agreed to by and between the PLAINTIFFS.
3. Commencing not later than the date of execution of this Agreement, KANKAKEE and MTS will terminate any and all agreements between and among them regarding the sourcing of sales taxes to KANKAKEE and will not re-enter, renew, or otherwise make operational the EDAs previously entered or any other agreement between and among them regarding the sourcing of sales taxes.
4. KANKAKEE agrees to follow and abide by the laws of the State of Illinois and the regulations promulgated by the Department regarding the sourcing and reporting of retail sales for tax purposes, as now in effect and to be amended and/or enacted in the future.
5. Notwithstanding anything to the contrary herein, this Agreement shall not preclude or prohibit KANKAKEE from entering into EDAs allowed by law.
6. If KANKAKEE determines at any time in the future to enter into an EDA or like agreement with a retail entity that engages in the business of selling within the RTA's six-county taxing jurisdiction, it agrees to provide the RTA and all other PLAINTIFFS where the retailer has a retail location or warehouse with written notice of the terms of the contemplated EDA or like agreement at least 30 days before said EDA or like agreement is to become effective. Said written notice shall describe the contemplated sales activity and shall be delivered by e-mail to the persons identified in Exhibit A, attached hereto.

7. Within three (3) business days following receipt of payment, the PLAINTIFFS shall file an Agreed Order dismissing with prejudice their pending causes of action relating to the Kankakee-MTS EDA or that otherwise relate to or arise out of the activities of MTS or any RETAILER that received sales tax rebates from KANKAKEE directly or indirectly as a result of the Kankakee-MTS EDA (Count III of the Sixth Amended Complaint in 2011 CH 29744 and Count III of the Third Amended Complaint in 2011 CH 34266).
8. All remaining claims now pending in the Lawsuit that are unrelated to the Kankakee-MTS EDA are unaffected by this settlement.
9. Release of KANKAKEE--In consideration for the above-described payment and the other consideration set forth herein, the PLAINTIFFS hereby fully and forever release, remise, acquit and discharge KANKAKEE, and its successors, affiliates, related entities, subsidiaries, divisions, departments, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and elected officials (“KANKAKEE RELEASED PARTIES”) from any and all claims, actions, causes of action, suits, set-offs, contributions, counterclaims, damages, debts, costs, expenses, attorneys’ fees or other fees whatsoever, based on any legal or equitable theory, right of action or otherwise, asserted or unasserted, foreseen or unforeseen, accrued or not accrued, which the PLAINTIFFS now hold or may at any time own or hold against the KANKAKEE RELEASED PARTIES by reason of any acts, circumstances, facts, events or transactions relating to the Kankakee-MTS EDA, as well as the activities of MTS, and any RETAILER that received sales tax rebates from KANKAKEE directly or indirectly as a result of the Kankakee-MTS EDA. Nothing herein shall be construed to release KANKAKEE from any obligations under this Agreement.
10. Release of MTS and the RETAILERS--In consideration for the above-described payment and the other consideration set forth herein, the PLAINTIFFS hereby fully and forever release, remise, acquit and discharge, MTS, and the RETAILERS and their successors, affiliates, related entities, subsidiaries, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and directors (the “MTS RELEASED PARTIES”) from any and all claims, actions, causes of action, suits, set-offs, contributions, counterclaims, damages, debts, costs, expenses, attorneys’ fees or other fees whatsoever, based on any legal or equitable theory, right of action or otherwise, asserted or unasserted, foreseen or unforeseen, accrued or not accrued, which the PLAINTIFFS now hold or may at any time own or hold against the MTS RELEASED PARTIES by reason of any acts, circumstances, facts, events or transactions occurring before the effective date of this Agreement governed by or implicating the Kankakee-MTS EDA including, but not limited to, any matters relating in any way to the Lawsuit. Nothing herein shall be construed to release the MTS RELEASED PARTIES from any obligations under this Agreement.
11. Release of the PLAINTIFFS--In consideration of the rights, obligations and other terms as stated in this Agreement, KANKAKEE and MTS hereby fully and forever release, remise, acquit and discharge PLAINTIFFS and their successors, affiliates, related entities, subsidiaries, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and directors (collectively, “PLAINTIFF RELEASED PARTIES”) from any and all claims,

actions, causes of action, suits, set-offs, contributions, counterclaims, damages, debts, costs, expenses, attorneys' fees or other fees whatsoever, based on any legal or equitable theory, right of action or otherwise, asserted or unasserted, foreseen or unforeseen, accrued or not accrued, which KANKAKEE or MTS now hold or may at any time own or hold against the PLAINTIFF RELEASED PARTIES by reason of any acts, circumstances, facts, events or transactions relating to the Kankakee-MTS EDA, as well as the activities of MTS and any RETAILER that received sales tax rebates from KANKAKEE directly or indirectly as a result of the Kankakee-MTS EDA. Nothing herein shall be construed to release the PLAINTIFFS from any obligations under this Agreement.

12. The parties acknowledge and agree that this settlement shall in no way affect the distribution of funds or the assessment of liability that may be made pursuant to the Department's pending and/or future audits of any of the released parties and/or related retailers.
13. Each and every term of this Agreement shall be binding upon and inure to the benefit of each party's successors and assigns.
14. Nothing in this Agreement can be construed as an admission or acknowledgement of wrongdoing or liability on behalf of KANKAKEE, MTS or any RETAILER. This Agreement constitutes the compromise of disputed claims, causes of actions, denials, defenses made or to be made by the Parties or any of them, and is being entered into solely for the purpose of bringing to an end the real or potential claims referred to herein and to avoid further costs of litigation. The Parties understand and agree that neither their entry into this Agreement nor the payment of money pursuant to this Agreement shall constitute an admission of liability by any Party to any person or entity. This Agreement, each of its provisions, any prior drafts thereof, any negotiations, proceedings, or agreements relating to it, and any matter arising in connection with such negotiations, proceedings, or agreements shall not be offered or received in evidence in any litigation other than litigation brought to enforce the terms of this Agreement.
15. The RETAILERS are intended third-party beneficiaries of this Agreement, and may rely upon and avail themselves of the Release provided by this Agreement in any future litigation, or threatened litigation, with the PLAINTIFF RELEASED PARTIES. This Agreement may not be relied upon for any purpose by, or create any rights in, any other person who is not a party to this Agreement or a released party.
16. This Agreement constitutes the entire, complete and integrated statement of each and every term and provision agreed to by and among the parties and is not subject to any condition not provided for herein. This Agreement supersedes any prior representations, promises, or warranties (oral or otherwise) made by any party in respect to this matter, and no party shall be liable or bound to any other party for any prior representation, promise or warranty (oral or otherwise) except for those expressly set forth in this Agreement. This Agreement shall not be modified in any respect except by a writing executed by all parties hereto.
17. It is acknowledged that each party, with the assistance of competent counsel, has participated in the drafting of this Agreement. The parties agree that this Agreement has been negotiated at arms' length by parties of equal bargaining power, each of whom was represented by competent counsel of its own choosing. None of the parties hereto shall be considered to be the drafter of this Agreement or any provision hereof for the purpose

of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter.

18. The parties expressly declare and represent that they have read this Agreement and that they have consulted with their respective counsel regarding the meaning of the terms and conditions contained herein. The parties further expressly declare and represent that they fully understand the content and effect of this Agreement, that they approve and accept the terms and conditions contained herein, and that they enter into this Agreement willingly, knowingly, and without compulsion.
19. Should any of the provisions of this Agreement be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provisions shall be deemed not to be a part of this Agreement, unless the illegality or invalidity of the illegal or invalid part, term or provision causes this Agreement to fail of its essential purpose, in which case, this entire Agreement shall become invalid and shall be null and void.
20. Each of the undersigned further declares and represents that he or she is competent to execute this instrument and that he or she is duly authorized, and has the full legal right and authority, to execute this Agreement on behalf of the party for whom he or she is signing.
21. The parties shall bear their own expenses, including costs and attorneys' fees, incurred in connection with the negotiation, drafting, and execution of this Agreement, and all matters relating to the subject matter herein.
22. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be considered as valid signatures as of the date hereof, although the original signature pages shall thereafter be appended to this Agreement.
23. The parties agree that the terms of this Agreement are contractual and that any dispute as to its interpretation shall be interpreted in accordance with the laws of the State of Illinois, without regard for its choice of law rules.
24. The parties agree that any disputes regarding or arising out of this Agreement must be brought and heard in the Circuit Court of Cook County, Illinois and the parties hereby consent to the venue and exercise of jurisdiction over them by such court.
25. The Parties agree that the contents of this Agreement may be disclosed, subject to the provisions of this Agreement, only: (1) to the members of the RTA Board, to any and all of the members and staff of the RTA's three Service Boards (the Chicago Transit Authority, the Commuter Rail Division of the Regional Transportation Authority (also commonly referred to as "Metra"), and the Suburban Bus Division of the Regional Transportation Authority (also commonly referred to as "Pace")); (2) to members of the Cook County Board and its staff; (3) to members of the Village Boards of the PLAINTIFF municipalities and their staff; (4) to KANKAKEE's Mayor and members of its City Council; (5) to MTS's managers, executive staff, and LLC members; (6) to management personnel of each RETAILER subject to the KANKAKEE-MTS EDA; (7) to attorneys, accountants, appraisers and other persons for the purpose of providing accounting or tax advice or services to the Parties; (8) in any legal dispute between or among any the Parties to this Agreement; and (9) in accordance with an order entered by

a court of competent jurisdiction. The individuals to whom the contents of this Agreement are disclosed pursuant to subsections (1) through (7) of this paragraph (“Party-Related Information Recipients”) are bound by this paragraph as if they had specifically signed this Agreement. Violations of this paragraph by Party-Related Information Recipients shall be deemed violations by the party who discloses the Agreement to the Party-Related Information Recipient who violates this paragraph.

Moreover, the Parties acknowledge that, as public bodies, the PLAINTIFFS and KANKAKEE are subject to the Illinois Freedom of Information Act (“FOIA”) and other public disclosure requirements. They further acknowledge that this Agreement may be subject to disclosure upon valid request pursuant to FOIA or another disclosure provision at law. It is therefore agreed that if there is a legally required public disclosure of any of the terms of this Agreement pursuant to FOIA or other public disclosure law, the disclosing Party shall notify the non-disclosing Parties in writing at least three (3) business days prior to such disclosure of any of the terms of this Agreement pursuant to such requirement. Written notice shall be provided to the non-disclosing Parties as follows:

- General Counsel, Regional Transportation Authority, 175 W. Jackson Blvd., Suite 1650, Chicago IL 60604;
- Deputy Director of Tax Compliance, Cook County Department of Revenue, 118 N. Clark Street, Room 1160, Chicago, IL 60602; and
- Comptroller, City of Kankakee, 304 South Indiana Ave., Kankakee, Illinois 60901.

If there is a legally required public disclosure of any of the terms of this Agreement pursuant to FOIA or other public disclosure law such that the terms of this Agreement become public, then the restrictions on disclosure set forth in this Paragraph 25 shall have no further effect.

26. Except for the permitted disclosures referenced above, the Parties further agree not to initiate publicity regarding the fact of settlement, and not to make any public statement regarding the settlement except as required by law or as set forth below in this paragraph. If media requests are received or questions raised regarding this Agreement, the party to whom the request is made shall respond, without elaboration: “In recognition of the hazards and expenses of litigation, the parties decided to settle this lawsuit. Further comment regarding the settlement is prohibited by the parties’ Settlement Agreement.”

WHEREFORE, the parties set their hands as of the date first above written.

REGIONAL TRANSPORTATION AUTHORITY

COUNTY OF COOK

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

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

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

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

CITY OF KANKAKEE

MTS CONSULTING, LLC

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

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

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

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

VILLAGE OF FOREST VIEW

VILLAGE OF TINLEY PARK

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

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

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

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

VILLAGE OF LEMONT

VILLAGE OF ORLAND PARK

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

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

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

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

ELK GROVE VILLAGE

VILLAGE OF MELROSE PARK

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

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

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

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

VILLAGE OF HAZEL CREST

VILLAGE OF NORTHBROOK

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

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

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

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

**EXHIBIT A TO SETTLEMENT AGREEMENT AND RELEASE:**  
**PLAINTIFFS' CONTACT LIST**

**The Regional Transportation Authority**

RTA General Counsel and Deputy General Counsel: Nadine Lacombe, Allison Noback

[LacombeN@rtachicago.org](mailto:LacombeN@rtachicago.org)

[NobackA@rtachicago.org](mailto:NobackA@rtachicago.org)

HEYL, ROYSTER, VOELKER & ALLEN, P.C.

John P. Heil, Jr., Brett M. Mares

33 N. Dearborn Street, 7<sup>th</sup> Floor

Chicago, IL 60602

Phone: (312) 853-8700

[jheil@heyloyster.com](mailto:jheil@heyloyster.com)

[bmares@heyloyster.com](mailto:bmares@heyloyster.com)

[chiecf@heyloyster.com](mailto:chiecf@heyloyster.com)

[peocf@heyloyster.com](mailto:peocf@heyloyster.com)

**The County of Cook**

COOK COUNTY STATE'S ATTORNEY'S OFFICE

Assistant State's Attorneys Daniel H. Brennan, Jr., James Beligratis

500 Richard J. Daley Center

Chicago, IL 60602

Phone: (312) 603-5440

[daniel.brennanjr@cookcountyil.gov](mailto:daniel.brennanjr@cookcountyil.gov)

[james.beligratis@cookcountyil.gov](mailto:james.beligratis@cookcountyil.gov)

**Village of Forest View**

Village Administrator: Mark Masciola

ROSENTHAL, MURPHEY, COBLENTZ & DONAHUE

Judith Kolman

30 N. LaSalle Street, Suite 1624

Chicago, IL 60602

Phone: (312) 541-1070

[MarkMasciola@forestview-il.org](mailto:MarkMasciola@forestview-il.org)

[jkolman@rmcj.com](mailto:jkolman@rmcj.com)

**Village of Tinley Park**

Village Manager and Treasurer: Dave Niemeyer, Brad Bettenhausen

KLEIN, THORPE & JENKINS, LTD.

Terrence M. Barnicle, Thomas M. Melody, Howard C. Jablecki

20 N. Wacker Drive, Suite 1660

Chicago, IL 60606

Phone: (312) 984-6400

[dniemeyer@tinleypark.org](mailto:dniemeyer@tinleypark.org)

[bbettenhausen@tinleypark.org](mailto:bbettenhausen@tinleypark.org)

[tmbarnicle@ktjlaw.com](mailto:tmbarnicle@ktjlaw.com)

[tmmelody@ktjlaw.com](mailto:tmmelody@ktjlaw.com)

[hjablecki@ktjlaw.com](mailto:hjablecki@ktjlaw.com)

**Village of Orland Park**

Village Manager and Finance Director: Joseph S. LaMargo and Annmarie Mampe

KLEIN, THORPE & JENKINS, LTD.

Dennis G. Walsh, Howard C. Jablecki

15010 S. Ravinia Ave., Suite 10

Orland Park, IL 60462

Phone: (708) 349-3888

[manager@orlandpark.org](mailto:manager@orlandpark.org)

[finance@orlandpark.org](mailto:finance@orlandpark.org)

[dgwalsh@ktjlaw.com](mailto:dgwalsh@ktjlaw.com)

[hjablecki@ktjlaw.com](mailto:hjablecki@ktjlaw.com)

**Village of Lemont**

Village Administrator: George Schafer

TRESSLER LLP

Andrew S. Paine

233 S. Wacker Drive, 22<sup>nd</sup> Floor

Chicago, IL 60606

Phone: (312) 627-4154

[gschafer@lemont.il.us](mailto:gschafer@lemont.il.us)

[apaine@tresslerllp.com](mailto:apaine@tresslerllp.com)

**Village of Northbrook**

HOLLAND & KNIGHT

Steven Elrod, Stewart Weiss

131 South Dearborn Street, 30<sup>th</sup> Floor

Chicago, IL 60603

Phone: (312) 578-6565

[Steven.Elrod@hklaw.com](mailto:Steven.Elrod@hklaw.com)

[Stewart.Weiss@hklaw.com](mailto:Stewart.Weiss@hklaw.com)

**Elk Grove Village**

George Knickerbocker, Village Attorney

ELK GROVE VILLAGE

901 Wellington Avenue

Elk Grove Village, IL 60007

Phone: (847) 357-4032

[gknickerbocker@elkgrove.org](mailto:gknickerbocker@elkgrove.org)

**Village of Hazel Crest**

Village Manager: Donna M. Gayden  
ROSENTHAL, MURPHEY, COBLENTZ & DONAHUE  
Judith Kolman  
30 N. LaSalle Street, Suite 1624  
Chicago, IL 60602  
Phone: (312) 541-1070  
[dgayden@villageofhazelcrest.com](mailto:dgayden@villageofhazelcrest.com)  
[jkolman@rmcj.com](mailto:jkolman@rmcj.com)

**Village of Melrose Park**

DEL GALDO LAW GROUP, LLC  
K. Austin Zimmer  
1441 South Harlem Avenue  
Berwyn, Illinois 60402  
Phone: (708) 222-7000  
[zimmer@dlglawgroup.com](mailto:zimmer@dlglawgroup.com)



Orland Park Branch  
10310 Orland Parkway  
Suite 301  
Orland Park, IL 60467  
708.787.7049  
Leila.Shojaee@bankerslife.com

5/24/2019

Dear Village of Tinley Park:

On June 20th, members of Bankers Life will hold the 17th annual Bankers Life Forget Me Not Days® fundraiser to benefit the Alzheimer's Association®.

More than five million Americans<sup>1</sup> are living with Alzheimer's disease—including many of our own neighbors. The Bankers Life fundraiser will raise community awareness of this devastating disease and contribute to the care, support and research efforts of the Alzheimer's Association. The Association, a 501(c)(3) charitable organization, receives 100 percent of the money collected.

Our employees, agents, families and friends would like to collect donations at several locations throughout Tinley Park on Thursday, June 20th. We will have 30 volunteers. Locations include 171<sup>st</sup> & 80<sup>th</sup> Ave. and 171<sup>st</sup> & Harlem Ave. Volunteers will be easily distinguished in green aprons with official Bankers Life Forget Me Not Days collection canisters. In exchange for contributions, we will hand out packets of Forget-Me-Not flower seeds.

Please contact me at 708.787.7049 to confirm receipt of this letter and your acceptance of our request for a charitable solicitation permit. I would also be happy to further discuss this important fundraiser for the Alzheimer's Association and our local community.

Since 2003, this Bankers Life program has raised over \$5 million for the Alzheimer's Association. To learn more about Bankers Life, visit [BankersLife.com](http://BankersLife.com) and to learn more about the Alzheimer's Association, visit [alz.org](http://alz.org).

Sincerely,

Leila Shojaee  
Branch Office Administrator  
Bankers Life

RAFFLE LICENSE APPLICATION

VILLAGE OF TINLEY PARK

16250 South Oak Park Avenue

DATE: 5/28/19

- 1. NAME OF ORGANIZATION: Iyells Development Foundation
- 2. ADDRESS: One Iyells Dr. Harvey, IL 60426
- 3. MAILING ADDRESS IF DIFFERENT FROM ABOVE: \_\_\_\_\_

4. ADDRESS OF PLACE FOR RAFFLE DRAWING  
Tinley Park Convention Center 18451 Convention Ct Dr.

5. CHECK TYPE OF NOT-FOR-PROFIT ORGANIZATION: (MUST BE IN EXISTENCE FOR A PERIOD OF FIVE (5) YEARS AND ATTACHED DOCUMENTARY EVIDENCE)
- RELIGIOUS  CHARITABLE  LABOR  FRATERNAL   
 EDUCATIONAL  VETERANS  BUSINESS

6. HOW LONG HAS THE ORGANIZATION BEEN IN EXISTENCE: 30+ years

7. PLACE AND DATE OF INCORPORATION: Harvey, IL April, 1982

8. NUMBER OF MEMBERS IN GOOD STANDING: 15

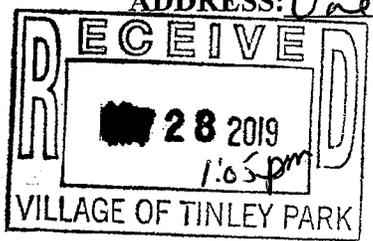
9. PRESIDENT/CHAIRPERSON: Sam Cutera  
 ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

10. RAFFLE MANAGER: Paul Donohe  
 ADDRESS: One Iyells Dr. Harvey, IL 60426  
 PHONE: \_\_\_\_\_ mail: pdonohe@iyells-og

11. DESIGNATED MEMBER(S) RESPONSIBLE FOR CONDUCT & OPERATION OF RAFFLE:

NAME: Paul Donohe  
 ADDRESS: One Iyells Dr. PHONE: \_\_\_\_\_

NAME: LITA Baker  
 ADDRESS: One Iyells Dr. PHONE: \_\_\_\_\_



(ATTACHED ADDITIONAL SHEET IF NECESSARY)

RAFFLE APPLICATION | 2

RAFFLE INFORMATION

12. DATE(S) FOR RAFFLE TICKET SALES (INCLUDE DAYS OF THE WEEK)

Saturday, June 1, 2019

13. LOCATION OF TICKET SALES:

Tinley Park Convention Center, Ingalls Hospital, Harvey

14. LOCATION FOR DETERMINING WINNERS:

Tinley Park Convention Center

15. DATE(S) FOR DETERMINING WINNERS: (INCLUDE DAYS OF THE WEEK)

Saturday, June 1, 2019

16. TOTAL RETAIL VALUE OF ALL PRIZES:

\$ 11,000  
(MAXIMUM PRIZE AMOUNT \$250,000)

17. MAXIMUM RETAIL VALUE OF EACH PRIZE:

\$ 10,000

18. MAXIMUM PRICE CHARGED OF EACH TICKET(CHANCE) SOLD \$ 20

19. § 132.38 FIDELITY BOND REQUIRED

*All operations of and the conduct of raffles as provided for in this subchapter shall be under the supervision of a single manager designated by the organization. Such manager shall give a fidelity bond in the sum of \$165,000 or two times the aggregate value of prizes, whichever is less, in favor of the licensee conditioned upon his honesty in the performance of his duties. The bond shall provide that notice shall be given in writing to the Village of Tinley Park not less than 30 days prior to cancellation. Bonds as provided for in this section may be waived provided the license issued for such raffle shall contain a waiver provision and shall be approved only by unanimous vote of the members of the licensed organization.*

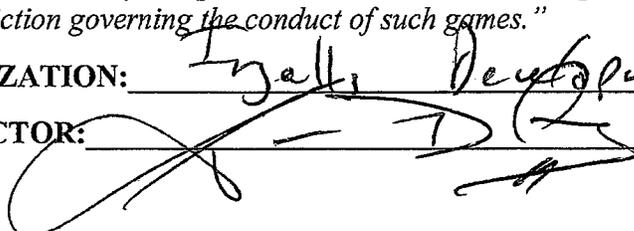
FIDELITY BOND  WAIVER OF BOND STATEMENT BY ORGANIZATION

*"The undersigned attest that the above named organization is an organized not-for-profit under the law of the State of Illinois and has been continuously in existence for five (5) years, preceding date of this application, and that during this entire five (5) year period preceding date of application, it has maintained a bona fide membership actively engaged in carrying out its objections. The undersigned do hereby state under penalties of perjury that all statements in the foregoing application are true and correct; that the officers, operators and workers of the game are bona fide members of the sponsoring organization and are all of good moral character and have not been convicted of a felony; that if a license is granted hereunder, the undersigned will be responsible for the conduct of the games in accordance with the provisions of the laws of the State of Illinois and this jurisdiction governing the conduct of such games."*

NAME OF ORGANIZATION:

Ingalls Development Foundation

EXECUTIVE DIRECTOR:



**Ingalls Development Foundation**

---

One Ingalls Drive  
Harvey, IL 60426  
708.915.6115

May 29, 2019

Hon. Jacob C. Vandenberg  
Mayor, Village of Tinley Park  
16250 S. Oak Park Ave.  
Tinley Park, IL 60477

Dear Mayor Vandenberg:

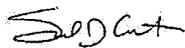
Thank you for your consideration of our request for retroactive approval from the Village Board of our raffle license application that was filed with the Clerk's office on Tuesday, May 28<sup>th</sup>.

I apologize for the delay in submitting our application. The oversight is entirely due to the change in venue. As you know, we are hosting our Benefit Gala at the Tinley Park Convention Center on June 1<sup>st</sup>. We simply did not realize the timing of our application needed to coincide with approval from the Village Board.

Our intention is to hold a raffle on the night of June 1<sup>st</sup> with all cash proceeds benefitting our non-profit 501 C 3 community foundation, which exists to support the UChicago Medicine Ingalls Memorial community hospital, including our family care center located on 159<sup>th</sup> Street in Tinley Park.

We hereby waive the fidelity bond requirement and respectfully request your support of this license application for approval retroactively at your next Village Board meeting, allowing the development foundation to proceed with its plans to hold a raffle at the Benefit Gala on June 1<sup>st</sup>.

Sincerely,



Samuel Jay Cutrara  
Chairman  
Ingalls Development Foundation Board of Directors

Cc. P. Donohue, VP Philanthropy



Angela Young 5/29/19

**BLOCK PARTY APPLICATION**

Village of Tinley Park  
16250 South Oak Park Avenue, Tinley Park, Illinois 60477  
Phone: 444-5000

Representative: Christine M. Hansley

Address: 17147 Oak Park Avenue

Phone: \_\_\_\_\_

Organization: VFW 2791 Auxiliary

Specific Location of Party: On 172nd Street - Between Oak Park Avnue & 67th Court

Request Date: August 10, 2019 SATURDAY

Time: 9:00 a.m. a.m./p.m. To: 3:00 p.m. a.m./p.m.

Purpose: "Family Freedom Festival" which informs the public about Veterans & 1st responders.

Person or Persons In Charge:

Name: Christine M. Hansley

Phone: \_\_\_\_\_

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

Phone: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Number of Barricades Needed: 0 VFW has them

**DO NOT USE VEHICLES AS BARRICADES.**

**PLEASE NOTE**

The applicants have the responsibility of ascertaining that the street is not blocked in such a manner as to cause delay in the performance of emergency duties by the police department, fire department, ambulance or public works department. It is recommended that there be no parking on the hydrant side of the street. (moveable road block, refreshments served from curb, no large vehicles parked on street, no entertainment, music boxes or band blocking street).

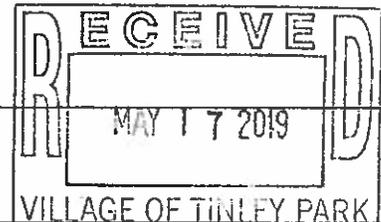
A person or persons shall be responsible for the removal of any road block in the event of an emergency.

The applicants are responsible for any injury, damage to property or illegal actions during the block party.

The applicants are responsible for maintaining order and obedience to the village, county, and state laws.

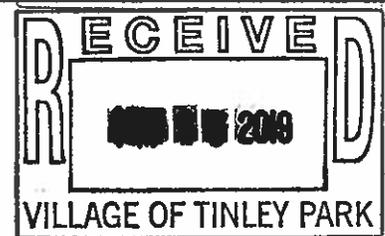
In the event that there should be directive, written or oral, from the police department to discontinue the party for proper reasons, then the applicants must comply.

Signed: Christine M. Hansley



**VILLAGE USE ONLY**

- Fire Chief:            Approved             Not Approved
- Police Chief:        Approved             Not Approved
- Village Clerk:        Approved             Not Approved



Permits & Licenses Committee: \_\_\_\_\_

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05/24/2019 9:33:12AM

**Voucher List**  
**Village of Tinley Park**

Page: 1

Bank code : ap\_py

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
51519	5/15/2019	000998 ICMA	051419		HEIDI TWOMEY ICMA DEDUCTIONS 86-00-000-20475	1,520.76
					<b>Total :</b>	<b>1,520.76</b>
126214	5/24/2019	003127 BLUE CROSS BLUE SHIELD	PR060119		IL065LB000001212-0 HEALTH INS E 86-00-000-20430	1,944.00
					<b>Total :</b>	<b>1,944.00</b>
126215	5/24/2019	004640 HEALTHCARE SERVICE CORPORATION	PR060119		A/C#271855-HEALTH INS-MAY PMT/ 86-00-000-20430	16,477.37
					<b>Total :</b>	<b>16,477.37</b>
<b>3 Vouchers for bank code : ap_py</b>						<b>Bank total : 19,942.13</b>

**vchlist**  
**05/24/2019 9:33:12AM**

**Voucher List**  
**Village of Tinley Park**

**Page: 2**

**Bank code :** apbank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
2500	3/26/2019	018837	INSURANCE PROGRAM MANAGERS GR	190311W006	PAYEE-C.D.E. COLLISION CENTER 01-14-000-72541	5,000.00 <b>Total : 5,000.00</b>
2501	4/11/2019	018837	INSURANCE PROGRAM MANAGERS GR	190328W018	PAYEE-ANYAETTA HOOPES 01-14-000-72541	176.06 <b>Total : 176.06</b>
2502	5/2/2019	018837	INSURANCE PROGRAM MANAGERS GR	190320W011	PAYEE-ISO SERVICES, INC. 01-14-000-72541	10.40 <b>Total : 10.40</b>
2503	5/2/2019	018837	INSURANCE PROGRAM MANAGERS GR	190326W026	PAYEE-PETERSON, JOHNSON & MI 01-14-000-72541	565.50 <b>Total : 565.50</b>
2504	5/7/2019	018837	INSURANCE PROGRAM MANAGERS GR	190328W018	PAYEE-INGALLS OCCUPATIONAL H 01-14-000-72541	238.16 <b>Total : 238.16</b>
2505	5/7/2019	018837	INSURANCE PROGRAM MANAGERS GR	190320W011	PAYEE-ALPHA REVIEW CORPORAT 01-14-000-72541	35.00 <b>Total : 35.00</b>
2506	5/14/2019	018837	INSURANCE PROGRAM MANAGERS GR	190328W018	PAYEE-INGALLS OCCUPATIONAL H 01-14-000-72541	59.23 <b>Total : 59.23</b>
2507	5/14/2019	018837	INSURANCE PROGRAM MANAGERS GR	190328W018.	PAYEE-INGALLS OCCUPATIONAL H 01-14-000-72541	59.23 <b>Total : 59.23</b>
182157	5/24/2019	002734	AIR ONE EQUIPMENT, INC	143127	VTP-016826 TRAINING/FOREST REEDER 01-19-000-72140	2,935.00 141.60
				144173	VTP-016493 BUNKER GEAR 01-19-000-74619	45.00
				144242	HELMETS	

**vchlist**  
**05/24/2019 9:33:12AM**

**Voucher List**  
**Village of Tinley Park**

**Page: 3**

**Bank code :** apbank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
182157	5/24/2019	002734 AIR ONE EQUIPMENT, INC	(Continued)	VTP-017037	01-19-000-74619	790.00
<b>Total :</b>						<b>3,911.60</b>
182158	5/24/2019	018932 ALOHA CHICAGO ENTERTAINMENT	052119	VTP-017061	DEPOSIT PERF/ BLOCK PARTY 01-35-000-72923	320.00
<b>Total :</b>						<b>320.00</b>
182159	5/24/2019	014936 AQUAMIST PLUMBING & LAWN	93675		PD START UP IRRIGATION SYSTEM 01-26-025-72790	400.00
			93681		VH SPRING START UP OF IRRIGATI 01-26-025-72790	350.00
			93701		ZABROCKI PLZA SPRING START UF 01-26-023-72790	300.00
			93720		171ST MEDIAN 80 TO 78TH AVE ST/ 01-26-023-72790	415.00
<b>Total :</b>						<b>1,465.00</b>
182160	5/24/2019	015018 AUSTIN TYLER CONSTRUCTION, LLC	1910-01		NORTH ST RECONSTR PAYOUT 1 A/ 27-00-000-75300	154,206.54
			1910-02		NORTH ST RECONSTR PAYOUT 2 A/ 27-00-000-75300	214,297.20
<b>Total :</b>						<b>368,503.74</b>
182161	5/24/2019	010953 BATTERIES PLUS - 277	P13105345		BATTERIES 01-19-000-72565	95.80
<b>Total :</b>						<b>95.80</b>
182162	5/24/2019	018807 BAXTER & WOODMAN INC	0205839		PROJ#180656.40 WATER MAIN IMP 60-00-000-72840	10,808.77
<b>Total :</b>						<b>10,808.77</b>
182163	5/24/2019	002974 BETTENHAUSEN CONSTRUCTION SERV	190069	VTP-017043	REMOVAL OF SPOILS, HAULING CC 01-26-023-73860	330.00
				VTP-017043	60-00-000-73860	220.00
			190070	VTP-017043	REMOVAL OF SPOILS, HAULING CC 01-26-023-72890	420.00

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Voucher List  
Village of Tinley Park

Page: 4

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
182163	5/24/2019	002974	BETTENHAUSEN CONSTRUCTION SERV (Continued)			
			190071	VTP-017043	60-00-000-73681 HAULING CONCRETE	280.00
				VTP-017043	60-00-000-73860	60.00
				VTP-017043	70-00-000-73860	10.00
				VTP-017043	01-26-023-73860	30.00
<b>Total :</b>						<b>1,350.00</b>
182164	5/24/2019	002923	BLACK DIRT INC.			
			042619-32		DIRT 4-WHEELER 01-23-000-73680	120.00
			050619-06		DIRT 01-26-023-73680	240.00
			05162019-7		DIRT 01-26-023-73680	480.00
<b>Total :</b>						<b>840.00</b>
182165	5/24/2019	003127	BLUE CROSS BLUE SHIELD	AP060119	IL065LB000001212-0 HEALTH INS E	
					01-26-023-72435	332.00
					01-33-300-72435	101.00
					60-00-000-72435	52.63
					63-00-000-72435	10.02
					64-00-000-72435	26.85
					60-00-000-72435	52.63
					63-00-000-72435	10.02
					64-00-000-72435	26.85
					60-00-000-72435	52.63
					63-00-000-72435	10.02
					64-00-000-72435	26.85
					60-00-000-72435	59.39
					63-00-000-72435	11.31
					64-00-000-72435	30.30
					01-12-000-72435	107.00
					01-19-020-72435	226.00
					01-26-023-72435	304.00
					01-33-300-72435	80.00
					60-00-000-72435	49.39
					63-00-000-72435	9.41

vchlist  
05/24/2019 9:33:12AM

Voucher List  
Village of Tinley Park

Page: 5

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
182165	5/24/2019	003127 BLUE CROSS BLUE SHIELD	(Continued)		64-00-000-72435	25.20
					60-00-000-72435	52.63
					63-00-000-72435	10.02
					64-00-000-72435	26.85
					<b>Total :</b>	<b>1,693.00</b>
182166	5/24/2019	011692 BYTE SIZED SOLUTIONS LLC	010687		DEVELOPMENT SQL DEV	
					01-19-000-72655	633.75
					<b>Total :</b>	<b>633.75</b>
182167	5/24/2019	011929 CAPITAL ONE BANK (USA), N.A.	006578-925117		**** 6452 DAVE NIEMEYER LODGIN	
			041619		01-12-000-72130	144.42
			041819		**** 6452 CAR WASH VOUCHERS	
			042019		01-17-205-72540	900.00
			050119		**** 6452 CREDITCODE BOOKS	
			050319		01-33-300-73590	-62.00
			1028879		**** 6452 10 IMAGES A MONTH	
			10927		01-35-000-72985	29.99
			11236417447750646	VTP-016904	**** 6452 PARKING SIGNS	
			11239584713549852		01-35-000-72923	473.25
			11266865519445007		**** 6452 COOKIES	
			11277065804608231		01-15-000-72220	6.34
			11277065804608231		**** 6452 REGIST IMTA CONF BRAI	
					01-15-000-72170	175.00
					**** 6452 MEMBERSHIP BRAD BETT	
					01-15-000-72720	277.00
					**** 6452 MSA ADVANTAGE 420 HAI	
					01-33-300-73870	27.57
					**** 6452 SIGN	
					01-35-000-73870	295.95
					**** 6452 BUILDING CODE BOOKS	
					01-33-300-73590	180.00
					**** 6452 CREDIT CABLE	
					01-16-000-73870	-26.96
					**** 6452 CABLE	
					01-16-000-73870	26.96

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Voucher List  
Village of Tinley Park

Page: 6

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
182167	5/24/2019	011929 CAPITAL ONE BANK (USA), N.A.	(Continued)			
			11470327989602663		**** 6452 CHAIRS 01-35-000-72923	946.20
			11493400296893810		**** 6452 CODE BOOKS 01-33-300-73590	95.32
			12582046		**** 6452 STICKERS 01-35-000-72560	41.66
			136890		**** 6452 CREDIT DESKTOP 10 DOC 01-17-225-73550	-475.18
			1476655691		**** 6452 TINLEYLIFEAMPLIFIED.CC 01-35-000-72653	78.68
			2008473		**** 6452 SIGNS 01-35-000-72923	163.95
			2029666		**** 6452 SIGNS 01-35-000-72923	273.64
					01-35-000-72954	136.82
			20898		**** 6452 REFERENCE MANUALS 01-15-000-73590	295.00
			25383		**** 6452 GOV CONF MICHAEL ZON 01-15-000-72140	222.00
			25555748		**** 6452 RECORDED DEED 01-14-000-72355	44.50
			2776281302		**** 6452 WORKSHOP WM BRENN 01-11-000-72170	75.00
			363825		**** 6452 LODGING BRAD BETTEN 01-15-000-72170	244.18
			44510990		**** 6452 CREDIT CANVAS PRINTS 30-00-000-72987	-28.77
			461553591		**** 6452 CLICK N SHIP 01-13-000-72110	8.00
			462465803		**** 6452 CLICK N SHIP 01-13-000-72110	15.70
			791549632		**** 6452 STORAGE 8201 159TH ST 01-19-000-73870	136.24
			83059		**** 6452 PROF DEV EVENT NIEME 01-12-000-72170	105.00
			838800106		**** 6452 JOB AD	

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182167	5/24/2019	011929 CAPITAL ONE BANK (USA), N.A.	(Continued)			
			870		01-15-000-73870 **** 6452 BOX OF JOE	164.05
			878		01-19-000-72220 **** 6452 BOX OF JOE	38.39
			Z9BRALECG2		01-19-000-72220 **** 6452 AD	38.39
					01-35-000-72653	9.00
					<b>Total :</b>	<b>5,075.29</b>
182168	5/24/2019	003243 CDW GOVERNMENT INC	SJF5615	VTP-017024	<IT> - ADOBE ACROBAT PRO 2017 01-16-000-72655	9,546.25
					<b>Total :</b>	<b>9,546.25</b>
182169	5/24/2019	003229 CED/EFENGEE	5025-525398		PHIL 01-26-025-73570	15.58
					<b>Total :</b>	<b>15.58</b>
182170	5/24/2019	015199 CHICAGO PARTS & SOUNDS LLC	2-0000372		AMBER LED 60-00-000-72540 63-00-000-72540 64-00-000-72540	141.75 47.25 81.00
					<b>Total :</b>	<b>270.00</b>
182171	5/24/2019	003137 CHRISTOPHER B.BURKE ENGINEERNG	150237		PROJ#01.R160373.00007 POST 4 LI 60-00-000-72840	1,654.50
			150238		PROJ#01.R160373.00008 POST 5 LI 61-00-000-72840	805.00
			150239		PROJ#01.R160373.00002 INTERIM \\ 60-00-000-72840	1,425.34
			150240		PROJ#01.R160373.00005 FIRE ST # 33-00-000-75907	2,132.00
			150241		PROJ#01.R160373.00009 HARMON' 30-00-000-75905	2,348.00
			150403		PROJ#01.R180166.00000 175TH & F 61-00-000-75305	7,561.25

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182171	5/24/2019	003137	003137 CHRISTOPHER B.BURKE ENGINEEF (Continued)			<b>Total : 15,926.09</b>
182172	5/24/2019	017644	CIRCLE K	051919	CONV CNTR INCENTIVE JUNE 2019 12-00-000-72986	10,250.00 <b>Total : 10,250.00</b>
182173	5/24/2019	013344	CITRIX SYSTEMS, INC	91981561	<IT> - CITRIX LICENSING RENEWAL	
				VTP-017031	01-11-000-72655	33.13
				VTP-017031	01-12-000-72655	29.48
				VTP-017031	01-13-000-72655	29.48
				VTP-017031	01-15-000-72655	36.78
				VTP-017031	01-16-000-72655	22.04
				VTP-017031	01-17-205-72655	117.92
				VTP-017031	01-17-215-72655	3.65
				VTP-017031	01-17-217-72655	3.65
				VTP-017031	01-17-220-72655	232.20
				VTP-017031	01-17-225-72655	36.78
				VTP-017031	01-19-000-72655	412.73
				VTP-017031	01-19-020-72655	29.48
				VTP-017031	01-21-000-72655	25.83
				VTP-017031	01-21-210-72655	77.35
				VTP-017031	01-26-023-72655	92.09
				VTP-017031	01-26-025-72655	55.31
				VTP-017031	01-33-300-72655	29.48
				VTP-017031	01-33-310-72655	29.48
				VTP-017031	01-33-320-72655	7.30
				VTP-017031	01-35-000-72655	25.83
				VTP-017031	60-00-000-72655	44.22
				VTP-017031	63-00-000-72655	7.30
				VTP-017031	64-00-000-72655	22.33
				VTP-017031	01-11-000-72655	132.52
				VTP-017031	01-12-000-72655	117.92
				VTP-017031	01-13-000-72655	117.92
				VTP-017031	01-12-000-72655	29.48
				VTP-017031	01-13-000-72655	29.48
				VTP-017031	01-15-000-72655	36.78
				VTP-017031	01-16-000-72655	22.04

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182173	5/24/2019	013344	CITRIX SYSTEMS, INC		(Continued)	
				VTP-017031	01-17-205-72655	117.92
				VTP-017031	01-17-215-72655	3.65
				VTP-017031	01-17-217-72655	3.65
				VTP-017031	01-17-220-72655	232.20
				VTP-017031	01-17-225-72655	36.78
				VTP-017031	01-19-000-72655	412.72
				VTP-017031	01-19-020-72655	29.48
				VTP-017031	01-21-000-72655	25.83
				VTP-017031	01-21-210-72655	77.35
				VTP-017031	01-26-023-72655	92.09
				VTP-017031	01-26-025-72655	55.31
				VTP-017031	01-33-300-72655	29.48
				VTP-017031	01-33-310-72655	29.48
				VTP-017031	01-33-320-72655	7.30
				VTP-017031	01-35-000-72655	25.83
				VTP-017031	60-00-000-72655	44.22
				VTP-017031	63-00-000-72655	7.30
				VTP-017031	64-00-000-72655	22.31
				VTP-017031	01-11-000-72655	26.03
				VTP-017031	01-12-000-72655	23.16
				VTP-017031	01-13-000-72655	23.16
				VTP-017031	01-15-000-72655	28.90
				VTP-017031	01-16-000-72655	17.32
				VTP-017031	01-17-205-72655	92.65
				VTP-017031	01-17-215-72655	2.87
				VTP-017031	01-17-217-72655	2.87
				VTP-017031	01-17-220-72655	182.44
				VTP-017031	01-17-225-72655	28.90
				VTP-017031	01-19-000-72655	324.29
				VTP-017031	01-19-020-72655	23.16
				VTP-017031	01-21-000-72655	20.29
				VTP-017031	01-21-210-72655	60.77
				VTP-017031	01-26-023-72655	72.36
				VTP-017031	01-26-025-72655	43.46
				VTP-017031	01-33-300-72655	23.16
				VTP-017031	01-33-310-72655	23.16

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
182173	5/24/2019	013344	CITRIX SYSTEMS, INC	(Continued)		
				VTP-017031	01-33-320-72655	5.74
				VTP-017031	01-35-000-72655	20.29
				VTP-017031	60-00-000-72655	34.74
				VTP-017031	63-00-000-72655	5.74
				VTP-017031	64-00-000-72655	17.55
				VTP-017031	01-16-000-72655	88.16
				VTP-017031	01-17-205-72655	471.68
				VTP-017031	01-17-215-72655	14.60
				VTP-017031	01-17-217-72655	14.60
				VTP-017031	01-17-220-72655	928.80
				VTP-017031	01-17-225-72655	147.12
				VTP-017031	01-19-000-72655	1,650.92
				VTP-017031	01-19-020-72655	117.92
				VTP-017031	01-21-000-72655	103.32
				VTP-017031	01-21-210-72655	309.40
				VTP-017031	01-26-023-72655	368.36
				VTP-017031	01-26-025-72655	221.24
				VTP-017031	01-33-300-72655	117.92
				VTP-017031	01-33-310-72655	117.92
				VTP-017031	01-33-320-72655	29.20
				VTP-017031	01-35-000-72655	103.32
				VTP-017031	60-00-000-72655	176.88
				VTP-017031	63-00-000-72655	29.20
				VTP-017031	64-00-000-72655	89.32
				VTP-017031	01-11-000-72655	33.13
				VTP-017031	01-15-000-72655	147.12
					<b>Total :</b>	<b>9,526.02</b>
182174	5/24/2019	013878	COMED - COMMONWEALTH EDISON	0385440022	ACCT#0385440022 SS BROOKSIDE	
					64-00-000-72510	484.66
				0471006425	ACCT#0471006425 LITE CONTROLI	
					01-26-024-72510	44.74
				2922039023	ACCT#2922039023 LITE ST LT CON	
					01-26-024-72510	15.26
					<b>Total :</b>	<b>544.66</b>

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182175	5/24/2019	018311 CONNECTION	56776596		DATA TRAVELER FLASH DRIVE 01-17-205-73110	177.50
			56785319		COMPACT ADPT CONVRT DPT TO \ 01-21-210-72565	102.65
					<b>Total :</b>	<b>280.15</b>
182176	5/24/2019	012826 CONSTELLATION NEWENERGY, INC.	14872256201		ACCT#8368394 CUST#795603-11 3/ 01-24-000-72510	75.01
					<b>Total :</b>	<b>75.01</b>
182177	5/24/2019	003644 COOK COUNTY SHERIFF'S POLICE	1920020	VTP-017026	ACADEMY FEES/TROY WHITE-MEY 01-17-220-72140	3,250.00
					<b>Total :</b>	<b>3,250.00</b>
182178	5/24/2019	018234 CORE & MAIN LP	K557642	VTP-017013	1.5" IRRIGATION METERS 60-00-000-74175	2,020.00
			K563909	VTP-017018	1.5" IRRIGATION METERS 60-00-000-74175	2,020.00
					<b>Total :</b>	<b>4,040.00</b>
182179	5/24/2019	003635 CROSSMARK PRINTING, INC	74101		LETTERHEAD 01-14-000-72310	603.13
					<b>Total :</b>	<b>603.13</b>
182180	5/24/2019	017958 CUES	533722	VTP-017004	CUES GRANITE SOFTWARE FOR C 64-00-000-72655	1,250.00
					<b>Total :</b>	<b>1,250.00</b>
182181	5/24/2019	003517 CURRIE MOTORS	117576		PARTS 01-26-024-72540	29.33
					<b>Total :</b>	<b>29.33</b>
182182	5/24/2019	003822 DIXON ENGINEERING INC.	18-4733	VTP-015388	POST 2 NORTH CONCRETE RESEI 62-00-000-75335	5,075.00
					<b>Total :</b>	<b>5,075.00</b>
182183	5/24/2019	003770 DUSTCATCHERS INC	61926		MATS/PW GARAGE 01-26-025-72790	116.08

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182183	5/24/2019	003770	003770 DUSTCATCHERS INC		(Continued)	<b>Total : 116.08</b>
182184	5/24/2019	004009	EAGLE UNIFORM CO INC	276945	VTP-016948 UNIFORM PATCHES 01-19-000-73610	730.00 <b>Total : 730.00</b>
182185	5/24/2019	004052	ELECTRIC BLUE ENTERTAINMENT	052219	VTP-017046 DEPOSIT/CUSTOM DJ/BLOCK PART 01-35-000-72923	545.00 <b>Total : 545.00</b>
182186	5/24/2019	011176	ELEMENT GRAPHICS & DESIGN, INC	14750	GRAPHICS 01-17-205-72540	352.54 <b>Total : 352.54</b>
182187	5/24/2019	016212	F H PASCHEN, S N NIELSEN &	1550-335-1 1550-335-2 1550-336-1	POLICE STATION PERIMETER SEC 30-00-000-75615 PD ST PERIMETER SECURITY FEN 30-00-000-75615 EMERG ALERTING SIREN REPL 30-00-000-74190	84,713.40 27,324.93 55,749.49 <b>Total : 167,787.82</b>
182188	5/24/2019	018691	FGM ARCHITECTS	18-2533.01-7	FD ST #47 2/23/19-4/26/19 33-00-000-75907	5,400.00 <b>Total : 5,400.00</b>
182189	5/24/2019	002791	FIRST AID COMPLIANCE INC	237081	MEDICAL SUPPLIES 60-00-000-73117 01-26-023-73117 01-26-024-73117	25.52 25.52 12.76 <b>Total : 63.80</b>
182190	5/24/2019	015058	FLEETPRIDE	27095749 27123890 27197471	AIR FILTERS 01-26-023-72530 MARKER LAMP,BASE 01-21-000-72540 LUBE SPIN-ON 60-00-000-72530	40.25 11.60 10.93

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182190	5/24/2019	015058 FLEETPRIDE	(Continued)		63-00-000-72530	3.64
					64-00-000-72530	6.25
					<b>Total :</b>	<b>72.67</b>
182191	5/24/2019	012941 FMP	50-2404731		CYLINDER ASY	
			52-422802		01-17-205-72540	132.30
			52-422908		WHEEL SEAL	
					01-53-000-72540	10.70
					INTAKE MANIFOLD,CAN USE,BOOT	
					01-17-205-72540	88.68
					<b>Total :</b>	<b>231.68</b>
182192	5/24/2019	004208 FRANKFORT SQUARE PARK DISTRICT	Ref001367384		UB Refund Cst #00455718 due to Dig	
					60-00-000-20599	22,995.10
			REF001367384		60-00-000-79205	1,959.69
					THORNTON EQUIPMENT SERVICE	
					60-00-000-20599	-19,000.00
					<b>Total :</b>	<b>5,954.79</b>
182193	5/24/2019	004298 FUN FUN FUN DJ'S	052319		DJ CRUISE NIGHT 6/4/19	
					01-35-000-72923	175.00
					<b>Total :</b>	<b>175.00</b>
182194	5/24/2019	004298 FUN FUN FUN DJ'S	052319.		DJ/ CRUISE NIGHT 6/11/19	
					01-35-000-72923	175.00
					<b>Total :</b>	<b>175.00</b>
182195	5/24/2019	004298 FUN FUN FUN DJ'S	052319..		DJ/ CRUISE NIGHT 6/25/19	
					01-35-000-72923	175.00
					<b>Total :</b>	<b>175.00</b>
182196	5/24/2019	004298 FUN FUN FUN DJ'S	052319....		DJ/ CRUISE NIGHT 6/18/19	
					01-35-000-72923	175.00
					<b>Total :</b>	<b>175.00</b>
182197	5/24/2019	004538 GOLDY LOCKS	670529		DUPL KEY	
					01-26-025-73840	8.85

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182197	5/24/2019	004538	004538 GOLDY LOCKS		(Continued)	<b>Total : 8.85</b>
182198	5/24/2019	015397	GOVTEMPSUSA LLC	2781143	5/5/19 & 5/12/19 PAULA WALLRICH 01-33-000-72750	8,581.90 <b>Total : 8,581.90</b>
182199	5/24/2019	004438	GRAINGER	9169796555 9169917508 9170529474 9171879613	AIR HOSE 01-26-025-72530 FIRE HOSE 01-26-025-73870 HOOK/LOOP DISC 01-19-000-73410 CREDIT AIR HOSE 01-26-025-72530	59.97 322.10 10.25 -119.40 <b>Total : 272.92</b>
182200	5/24/2019	004640	HEALTHCARE SERVICE CORPORATION	AP060119	A/C#271855-HEALTH INS EXPENSE 01-17-205-72435 01-26-023-72435 01-21-210-72435 01-26-025-72435 60-00-000-72435 63-00-000-72435 64-00-000-72435 01-26-025-72435 01-26-023-72435 01-33-300-72435 01-26-023-72435 01-26-024-72435 01-17-205-72430	394.51 394.51 307.89 197.26 115.99 22.09 59.17 809.51 1,333.44 394.51 394.51 938.93 -0.24 <b>Total : 5,362.08</b>
182201	5/24/2019	012281	HINCKLEY SPRINGS	5977593	051819 RENTAL WATER COOLER 01-21-210-73110	151.45 <b>Total : 151.45</b>
182202	5/24/2019	010238	HOME DEPOT CREDIT SERVICES	3022628	**** 2304 BATTERY	

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182202	5/24/2019	010238	HOME DEPOT CREDIT SERVICES	(Continued)		
			8030545		60-00-000-73410	99.00
					**** 2304 FUEL GRINDER	
					01-25-000-73410	179.00
					<b>Total :</b>	<b>278.00</b>
182203	5/24/2019	012328	HOMER INDUSTRIES	S128603	CHIPS DROP CHARGE	
					01-26-023-72890	50.00
					<b>Total :</b>	<b>50.00</b>
182204	5/24/2019	018836	ILLINOIS COUNTIES RISK	RCB000000021975	2018-2019 ICRMT WORKERS COMF	
					01-14-000-72421	17,151.00
					60-00-000-72421	1,800.50
					<b>Total :</b>	<b>18,951.50</b>
182205	5/24/2019	005152	ILLINOIS CPA SOCIETY	17081	MEMBERSHIP EILEEN SCHOLZ	
					01-15-000-72720	277.00
					<b>Total :</b>	<b>277.00</b>
182206	5/24/2019	015497	ILLINOIS SECRETARY OF STATE	051619	VEHICLE REGISTRATION RENEWA	
					01-17-205-72860	707.00
					<b>Total :</b>	<b>707.00</b>
182207	5/24/2019	005127	INGALLS OCCUPATIONAL MEDICINE	277642	DRUG SCREEN,PHYSICAL,URINE [	
					01-53-000-72446	124.00
					01-25-000-72446	217.00
			CP278367		EXAMS APRIL'19	
					01-41-040-72846	1,712.00
			CP278429		EXAMS APRIL'19~	
					01-19-000-72446	1,337.00
			CP278585		DRUG SCREENS,PHYSICAL DOT,BI	
					01-53-000-72446	124.00
					60-00-000-72446	79.00
					01-23-000-72446	79.00
					01-14-000-72985	65.00
					01-17-205-72446	395.00
					01-15-000-72446	221.00

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182207	5/24/2019	005127	INGALLS OCCUPATIONAL MEDICINE	(Continued)		
					01-23-000-72446	237.00
					01-17-205-72446	79.00
					01-25-000-72446	79.00
					01-11-000-72446	296.00
			CP279054		EXAM	
					01-17-205-72446	434.00
			CP279193		DRUG SCREEN,BREATHALYZER DC	
					60-00-000-72150	59.00
					01-24-000-72735	20.00
					01-23-000-72735	35.00
					<b>Total :</b>	<b>5,592.00</b>
182208	5/24/2019	005186	INTERSTATE BATTERY SYSTEM	10069400	BATTERIES	
					01-26-023-72530	255.90
			269891		BLEM	
					01-21-000-72540	45.95
					<b>Total :</b>	<b>301.85</b>
182209	5/24/2019	005264	J & L ELECTRONIC SERV, INC	1002188	LABOR REPROGRAM CONSOLES	
					01-21-210-72550	315.00
					<b>Total :</b>	<b>315.00</b>
182210	5/24/2019	005250	J & L METAL DOORS, INC	733531	KEY BLANKS	
					01-26-025-73840	80.00
					<b>Total :</b>	<b>80.00</b>
182211	5/24/2019	014983	JONES & BARTLETT LEARNING, LLC	4073999	INSTRUCTIONAL MATERIALS	
				VTP-017059	01-19-000-72140	837.36
					<b>Total :</b>	<b>837.36</b>
182212	5/24/2019	005379	KLEIN, THORPE & JENKINS, LTD	051419	MATTER 0114-001 GENERAL ADMIN	
					01-14-000-72850	913.75
					<b>Total :</b>	<b>913.75</b>
182213	5/24/2019	014190	LEHIGH HANSON	5745335	BED/BACKFILL	
					60-00-000-73860	112.61

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182213	5/24/2019	014190 LEHIGH HANSON	(Continued)		64-00-000-73860	48.26
					01-26-023-73860	80.43
					70-00-000-73860	26.81
					<b>Total :</b>	<b>268.11</b>
182214	5/24/2019	018987 LUCHESSI, LUIS	051319		PERF FARMERS MARKET 6/8/19	
					01-35-000-72923	75.00
					<b>Total :</b>	<b>75.00</b>
182215	5/24/2019	003440 M. COOPER WINSUPPLY CO.	S2032709.001		QUATURN UNIT ECAST	
					01-26-025-73630	41.46
					<b>Total :</b>	<b>41.46</b>
182216	5/24/2019	013969 MAP AUTOMOTIVE OF CHICAGO	40-508271		LINKS	
					01-17-205-72540	91.32
					<b>Total :</b>	<b>91.32</b>
182217	5/24/2019	012631 MASTER AUTO SUPPLY, LTD.	15030-70409		BRAKE PAD SET, ROTOR, CALIPERS	
			15030-70576		01-17-205-72540	466.80
					BALL JOINTS	
					60-00-000-72540	133.56
					<b>Total :</b>	<b>600.36</b>
182218	5/24/2019	006074 MENARDS	65108		UTILITY DUCT	
			65133		01-26-025-73870	2.99
			65278		GRILL COVER	
					01-26-025-73870	29.99
			65291		WATER	
					01-19-000-72145	17.94
			65301		DRILL COMBO	
					01-26-024-73410	10.38
			65313		TOASTER	
					01-26-025-73870	28.99
					HANDTRUCK	
					01-21-000-73870	99.99
					<b>Total :</b>	<b>190.28</b>

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182219	5/24/2019	012517 MERIDIAN IT INC	450141		<IT> - DR PROJECT - SWITCH EQU	
				VTP-016909	30-00-000-75812	8,884.10
					30-00-000-75812	17.60
				VTP-016909	30-00-000-75812	1,055.67
			451235		<IT> DR PROJECT - FLEXPOD INST	
				VTP-017049	30-00-000-74126	3,110.00
					<b>Total :</b>	<b>13,067.37</b>
182220	5/24/2019	014443 MURPHY & MILLER, INC	SVC00021082		VILLAGE HALL TRANE UNIT REFRIG	
					01-25-000-72530	746.36
					<b>Total :</b>	<b>746.36</b>
182221	5/24/2019	006216 NORTH EAST MULTI-REG TRAINING	255520		RZESZUTKO/CLOSE QUARTER HALL	
					01-17-220-72140	300.00
					<b>Total :</b>	<b>300.00</b>
182222	5/24/2019	016402 NORTHAMERICAN REPTILE BREEDERS	051919		CONV CNTR INCENTIVE MARCH 2019	
					12-00-000-72986	7,750.00
					<b>Total :</b>	<b>7,750.00</b>
182223	5/24/2019	001487 NUWAY DISPOSAL SERVICE INC	6569388		SWEEPING	
				VTP-017044	01-26-023-72890	1,014.50
					<b>Total :</b>	<b>1,014.50</b>
182224	5/24/2019	019001 OSMOLSKI, KRYSTAL	Ref001376802		UB Refund Cst #00500571	
					60-00-000-20599	32.18
					<b>Total :</b>	<b>32.18</b>
182225	5/24/2019	006475 PARK ACE HARDWARE	060928/1		TORCH RCIP BLD	
			060950/1		01-26-023-73410	15.19
			061003/1		PLUGS,CAPS	
			061005/1		63-00-000-73630	4.30
			061013/1		DRILL BITS,NUTSETTER,BRACE,FA	
					01-26-023-73840	25.14
					01-26-025-73840	13.71
					PLIER,PUMP	

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182225	5/24/2019	006475	PARK ACE HARDWARE		(Continued)	
			061017/1		01-26-023-73840	18.86
					PELLETS	
					60-00-000-72220	10.62
					64-00-000-72220	4.57
					<b>Total :</b>	<b>92.39</b>
182226	5/24/2019	006780	POMP'S TIRE SERVICE, INC	690071379	(8) LT245 75R17 TRANSFORCE TIRI	
				VTP-017039	01-26-023-73560	1,052.84
					<b>Total :</b>	<b>1,052.84</b>
182227	5/24/2019	006635	POWER EQUIPMENT LEASING CO.	S 664	FILTER	
					01-26-024-72540	57.58
					<b>Total :</b>	<b>57.58</b>
182228	5/24/2019	006857	QUALITY ELEVATOR PRODUCTS	844370	KEY	
					01-19-000-73410	35.44
					<b>Total :</b>	<b>35.44</b>
182229	5/24/2019	018069	REEDER, FOREST	436002569416	REIM. EXP. LODGING ILL FIRE CHF	
					01-19-000-72130	228.48
					<b>Total :</b>	<b>228.48</b>
182230	5/24/2019	012268	REGIONAL TRUCK EQUIPMENT CO	203567	VENT	
					01-21-000-72540	54.33
					<b>Total :</b>	<b>54.33</b>
182231	5/24/2019	006874	ROBINSON ENGINEERING CO. LTD.	19050108	PROJ#19-R0055/ 2019 MISC ENG S	
					01-23-000-72840	429.50
					01-33-310-72840	837.00
					60-00-000-72840	827.50
					65-00-000-72840	200.00
					<b>Total :</b>	<b>2,294.00</b>
182232	5/24/2019	013234	ROMEDEVILLE FIRE ACADEMY	2019-269	TRAINING TUITION/LIAM FITZMAUF	
				VTP-016479	01-19-000-72145	690.00
					<b>Total :</b>	<b>690.00</b>

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182233	5/24/2019	016334 RUSH TRUCK CENTERS	3014956635	VTP-017045	#22 VEHICLE PARTS	
			3014985406		01-26-023-72540	614.56
					01-26-023-72540	-210.00
			3014992059		SHIELD DUST BRK 01-26-023-72540	40.56
					<b>Total :</b>	<b>445.12</b>
182234	5/24/2019	007629 SAM'S CLUB DIRECT	2069		PACKAGING,TAPE,GRINDER,CAND	
					01-14-000-73115	28.10
					01-14-000-73110	29.98
					01-23-000-73110	29.98
					01-33-300-73110	29.98
					01-33-310-73110	29.98
					60-00-000-73115	1.79
					01-23-000-73115	1.79
					01-24-000-73115	0.90
					60-00-000-73110	42.26
					01-23-000-73110	42.26
					01-24-000-73110	21.12
			2686		CREDIT JUICE	
					01-14-000-72985	-27.96
			2710		COPY PAPER	
					01-19-000-73110	119.92
					01-14-000-73110	14.99
					60-00-000-73110	14.99
					01-33-300-73110	14.99
					01-33-310-73110	14.99
			3201		COFFEE,FABU,WATER	
					01-25-000-73580	23.64
					60-00-000-73115	17.30
					01-23-000-73115	17.30
					01-24-000-73115	8.66
					01-14-000-73115	6.23
					60-00-000-73115	6.23
					01-33-300-73115	6.22
					01-33-310-73115	6.22

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182234	5/24/2019	007629 SAM'S CLUB DIRECT	(Continued) 3378		WATER,COPY PAPER,TYLENOL,ALI 01-14-000-73115	20.36
					60-00-000-73115	4.18
					01-26-023-73115	11.95
					01-26-024-73115	5.98
					63-00-000-73115	4.18
					64-00-000-73115	3.59
					01-14-000-73115	14.99
					01-26-023-73110	14.99
					01-33-300-73110	14.99
					01-33-310-73110	14.99
					01-14-000-73115	7.47
					01-26-025-73115	7.47
					01-33-300-73115	7.47
					01-33-310-73115	7.47
					01-14-000-73110	17.23
					01-26-023-73117	17.23
					01-33-300-73115	17.23
					01-33-310-73115	17.23
			4042		WATER,SODA,DIAL,SANITIZER,TEA 01-25-000-73580	21.22
					01-14-000-73115	11.42
					60-00-000-73115	32.73
					01-23-000-73115	32.73
					01-24-000-73115	16.36
					01-14-000-73115	4.98
					01-23-000-73115	4.98
					01-33-300-73115	4.98
					01-33-310-73115	4.98
			5901		CUTLERY,TOWLS,SGR,PLTS,TEA,C 60-00-000-73115	16.91
					01-33-300-73115	16.91
					01-33-310-73115	16.91
					01-11-000-72220	40.80
					01-26-025-73580	51.64
					60-00-000-73115	17.19

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182234	5/24/2019	007629 SAM'S CLUB DIRECT	(Continued)			
					01-26-023-73115	49.12
					01-26-024-73115	24.55
					63-00-000-73115	17.19
					64-00-000-73115	14.74
					01-14-000-73115	16.91
			6217		WATER,COPY PAPER,SODA	
					01-14-000-73115	20.96
					60-00-000-73115	1.39
					01-26-023-73115	3.98
					01-26-024-73115	2.00
					63-00-000-73115	1.39
					64-00-000-73115	1.20
					01-14-000-73110	29.98
					60-00-000-73110	18.89
					01-33-300-73110	29.98
					01-33-310-73110	29.98
					63-00-000-73110	2.10
					64-00-000-73110	8.99
					01-14-000-73115	8.72
					01-26-023-73115	8.72
					01-33-300-73115	8.71
					01-33-310-73115	8.71
					<b>Total :</b>	<b>1,313.81</b>
182235	5/24/2019	019002 SEARS OUTLET STORE #9756	Ref001376803		UB Refund Cst #00500863	
					60-00-000-20599	75.00
					<b>Total :</b>	<b>75.00</b>
182236	5/24/2019	019003 SMITH, DALE	041819		REIM. EXP. UTILITY BOX	
					01-20-000-72540	76.81
					<b>Total :</b>	<b>76.81</b>
182237	5/24/2019	012238 STAPLES BUSINESS ADVANTAGE	3413729224		SHEARS,COLORED PAPER	
					01-41-056-73110	267.54
			3413729225		PD,PPR,FLEJCKT,LTTR LGL,PSRLL	
					01-15-000-73110	47.49

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182237	5/24/2019	012238	STAPLES BUSINESS ADVANTAGE	(Continued)	01-13-000-73110 01-14-000-73110	45.34 158.17 <b>Total : 518.54</b>
182238	5/24/2019	011189	STAPLES CREDIT PLAN	46401	HP 952 XL BLACK,3 PART PACKING 60-00-000-73110 01-26-023-73110 01-26-024-73110	57.76 36.79 18.40 <b>Total : 112.95</b>
182239	5/24/2019	018986	STEEL MANAGEMENT INC	051719	REFUND NO FEE CONTRACTORS I 01-14-000-79010	50.00 <b>Total : 50.00</b>
182240	5/24/2019	015452	STEINER ELECTRIC COMPANY	S006346981.001 S006348202.001 S006349818.001	SPOOL 01-26-024-73570 6-IN STRIP/CUT TOOL 64-00-000-73410 FLUORESCENT LAMP 01-26-024-73570	271.56 19.72 25.20 <b>Total : 316.48</b>
182241	5/24/2019	007205	SUBURBAN LABORATORIES INC.	163390	DISINFECTANT 60-00-000-72865	740.00 <b>Total : 740.00</b>
182242	5/24/2019	007297	SUTTON FORD INC./FLEET SALES	483612	SEAT BELT KIT 01-17-205-72540	327.60 <b>Total : 327.60</b>
182243	5/24/2019	017520	THE COP FIRE SHOP	118386 118573	RED TRAFFIC WANDS 01-17-235-73600 SHIRTS,WINDBREAKERS,HATS 01-17-235-73610	420.00 568.00 <b>Total : 988.00</b>
182244	5/24/2019	011548	THEATRE AT THE CENTER, INC.	051519	THE PAJAMA GAME 9/26/19 SENIOF	

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182244	5/24/2019	011548 THEATRE AT THE CENTER, INC.	(Continued)		01-41-056-72937	1,742.84
					<b>Total :</b>	<b>1,742.84</b>
182245	5/24/2019	007886 THEODORE POLYGRAPH SERVICE	6609		POLY EXAM ERIN LAUDANT TELEC 01-41-040-72846	175.00
					<b>Total :</b>	<b>175.00</b>
182246	5/24/2019	018230 TRAFFIC LOGIX CORP	SIN04211	VTP-016985	SPEED HUMP 01-98-000-99000 01-98-000-99000	4,960.01 440.00
					<b>Total :</b>	<b>5,400.01</b>
182247	5/24/2019	014510 TRUGREEN PROCESSING CENTER	101082168		LAWN SERV PW GARAGE 7980 183 01-26-025-72881	78.00
			101091797		LAWN SERV PD 7850 183RD ST 01-26-025-72881	70.00
			101136813		LAWN SERV 80TH AVE TRAIN 179 8 70-00-000-72881	447.00
			101141537		LAWN SERV FIRE ST#3 9191 175TH 01-26-023-72881	35.00
			101147853		LAWN SERV FIRE ST#4 191 & BROOK 01-26-025-72881	70.00
			101151927		LAWN SERV 179ST BERM 84TH AVENUE 01-26-023-72881	225.00
			101155115		LAWN SERV 183RD & PUMP ST RICHMOND 60-00-000-72881	180.00
			101396152		LAWN SERV 167TH MEDIANS 167 CROSSING 01-26-023-72881	40.00
			101398585		LAWN SERV WATERSFORD POND 01-26-023-72881	90.00
			101419008		LAWN SERV 167TH PUMP ST 6640 60-00-000-72881	31.50
					63-00-000-72881	31.50
					64-00-000-72881	27.00
			101425356		LAWN SERV RETENTION AREA 171 01-26-023-72881	575.00

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182247	5/24/2019	014510 TRUGREEN PROCESSING CENTER	(Continued) 101457629		VEG CONTROL VH 16250 OPA 01-26-025-72881	175.00
			101465159		VEG CONTROL 167TH S TPUMP ST 60-00-000-72881	43.75
					63-00-000-72881	43.75
					64-00-000-72881	37.50
			101473863		VEG CONTROL DT AREA 14 OAK P 01-26-023-72881	100.00
			101485809		VEG CONTROL 183 RRD PUMP 183 60-00-000-72881	61.25
					63-00-000-72881	61.25
					64-00-000-72881	52.50
			101495815		VEG CONTROL PD 7850 183RD ST 01-26-025-72881	100.00
			101498238		VEG CONTROL PW GARAGE 7980 01-26-025-72881	60.00
			101503330		VEG CONTROL 80THS T TRAIN 179 70-00-000-72881	350.00
			101505860		VEG CONTROL FIRE HOUSE 4 191 01-26-025-72881	60.00
			101509546		VEG CONTROL FIRE HOUSE 3 919 01-26-025-72881	60.00
			101511893		VEG CONTROL 76TH AVE MEDIAN 01-26-023-72881	175.00
					<b>Total :</b>	<b>3,280.00</b>
182248	5/24/2019	010165 WAREHOUSE DIRECT WORKPL SOLTNS 4295125-0			FRAME,BOARD 01-26-025-73580	66.32
					<b>Total :</b>	<b>66.32</b>
182249	5/24/2019	007742 WEATHERTAP INTERNET SERVICES	210370		<PS> - WEATHERTAP SUBSCRIPTIO VTP-017047 01-17-205-72720	66.09
				VTP-017047	01-19-020-72720	66.09
				VTP-017047	01-21-000-72720	198.27
				VTP-017047	01-21-210-72720	66.09
				VTP-017047	60-00-000-72720	23.16

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182249	5/24/2019	007742 WEATHERTAP INTERNET SERVICES	(Continued)			
				VTP-017047	63-00-000-72720	23.16
				VTP-017047	64-00-000-72720	19.78
				VTP-017047	01-26-023-72720	66.09
					<b>Total :</b>	<b>528.73</b>
182250	5/24/2019	012677 WELLS FARGO CORP. TRUST SERV.	TIN309GOR		TIN309GOR TP IL GO REF 2/12 FAS	
					01-96-000-98040	8,756.44
					31-00-000-98040	28,411.34
					60-00-000-96139	12,603.25
					63-00-000-96136	2,432.21
					64-00-000-96136	7,075.51
					33-00-000-98045	5,968.75
			TINL212GOR		TINL212GOR TP IL GO REF 2/12 FA	
					60-00-000-96136	2,179.00
					63-00-000-96136	420.51
					64-00-000-96136	1,223.29
					65-00-000-96136	2,280.00
					33-00-000-98044	1,497.20
			TINL613GO		TINL613GO TP IL GO BOND 6-13 FA	
					41-00-000-96140	86,370.00
					33-00-000-96140	92,532.50
					64-00-000-96140	30,844.89
					65-00-000-96140	3,858.58
					27-00-000-96140	2,319.03
			TINL811GOR		TINL811GOR TP ILL GO SER 2011 8	
					33-00-000-98043	10,817.73
					38-00-000-96100	38,482.27
					<b>Total :</b>	<b>338,072.50</b>
182251	5/24/2019	018766 WEST CENTRAL MUNICIPAL	0006783-IN		SUBURBAN TREE CONSORTIUM SI	
					01-23-000-75630	95,086.00
					<b>Total :</b>	<b>95,086.00</b>
182252	5/24/2019	018995 WHITTINGHAM MEATS	052219		CHICKEN	
					64-00-000-72220	55.86
					60-00-000-72220	23.94

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182252	5/24/2019	018995 WHITTINGHAM MEATS	(Continued)		01-26-023-72220	79.80	
					01-26-024-72220	39.90	
					<b>Total :</b>	<b>199.50</b>	
182253	5/24/2019	008238 WINSTON'S MARKET	3772		LUCNHEON SENIOR CENTER		
					01-41-056-72937	292.50	
					<b>Total :</b>	<b>292.50</b>	
182254	5/24/2019	018997 WOLF, PAM	170636		REFUND PERMIT INSTALL WATER I		
					01-14-000-79015	50.00	
					<b>Total :</b>	<b>50.00</b>	
<b>106 Vouchers for bank code :</b> apbank						<b>Bank total :</b>	<b>1,164,696.50</b>
<b>109 Vouchers in this report</b>						<b>Total vouchers :</b>	<b>1,184,638.63</b>

The Tinley Park Village Board having duly met at Village Hall do hereby certify that the following claims or demands against said village were presented and are approved for payment as presented on the above listing.

In witness thereof, the Village President and Clerk of the Village of Tinley Park, hereunto set their hands.

\_\_\_\_\_ Village President

\_\_\_\_\_ Village Clerk

\_\_\_\_\_ Date

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**Voucher List**  
**Village of Tinley Park**

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
182255	5/31/2019	010318	ADVOCATE CHRIST MEDICAL CNTR	052019	15 HEARTSAVER CPR/AED 01-19-020-73606	255.00
<b>Total :</b>						<b>255.00</b>
182256	5/31/2019	011466	ALBERTSONS/SAFEWAY	431450-052219-3165	**** 0415 VINEGAR,OLIVE OIL, SOY 60-00-000-72220	8.59
					64-00-000-72220	3.68
					01-26-023-72220	12.27
					01-26-024-72220	6.13
			800234-052119-3165		**** 0410 CHIPS & COOKIES 01-41-056-72937	87.16
			805010-032919-3165		**** 0415 TAX 1.50 & .38 NOT WAIV 01-33-300-72220	1.50
					01-13-000-72170	0.38
			805595-050719-3165		**** 0410 01-41-056-72937	10.98
			806730-043019-3165		**** 0415 COOKIE TRAYS 01-12-000-72220	18.98
<b>Total :</b>						<b>149.67</b>
182257	5/31/2019	002682	AMERICAN LEGAL PUBLICATION	0128449	CODE OF ORDINANCES,FOLIO SUF 01-13-000-72791	253.00
<b>Total :</b>						<b>253.00</b>
182258	5/31/2019	002628	AMERICAN WATER	4000168665	FLAT MONTHLY FEE 64-00-000-73225	455.67
<b>Total :</b>						<b>455.67</b>
182259	5/31/2019	014936	AQUAMIST PLUMBING & LAWN	93669	FIRE ST 191 & BROOKSIDE GLEN C 01-26-025-72790	275.00
				93689	OPA TRAIN ST/SPRING START UP C 01-26-023-72790	220.00
				93695	OPA TRAIN SST W 173 OPA SPRINC 01-26-023-72790	210.00
				93707	SPRING START UP OF IRRIGATION 01-26-023-72790	1,625.00
				VTP-017072		

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**Bank code :** apbank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
182259	5/31/2019	014936 014936 AQUAMIST PLUMBING & LAWN	(Continued)			<b>Total : 2,330.00</b>
182260	5/31/2019	018219 AXON ENTERPRISE, INC.	SI-1592177	VTP-017042	HOLSTER/MAGAZINE FOR TASER 30-00-000-74628	11,940.00 <b>Total : 11,940.00</b>
182261	5/31/2019	018807 BAXTER & WOODMAN INC	0206246 0206247	VTP-017066 VTP-017065	PROJ#180656.40 2019 WATER MAIN 60-00-000-72840 WATER SYSTEM ENGINEERING P 60-00-000-72840	3,305.00 585.00 <b>Total : 3,890.00</b>
182262	5/31/2019	010698 BRADFORD SYSTEMS CORP.	32116-1		MATERIALS FOR DOOR FILTER,MIC 01-17-220-73600	300.00 <b>Total : 300.00</b>
182263	5/31/2019	003026 BROOK ELECTRICAL DISTRIBUTION	S008594655.001		CBL 01-26-025-73570	268.75 <b>Total : 268.75</b>
182264	5/31/2019	003504 C & M PIPE & SUPPLY CO., INC	10752		48IN X10IN FLAT TOP T & G 01-26-023-73790	357.50 <b>Total : 357.50</b>
182265	5/31/2019	003243 CDW GOVERNMENT INC	SJR3475 SJR7051 SJV3881 SKD4686	VTP-017033 VTP-017025	CABLING 30-00-000-74126 CABLING 30-00-000-74126 <IT> - VERITAS BACKUP EXEC LICE 01-16-000-72655 <IT> - MERAKEI SYSTEM MGR LICEN 01-16-000-72655	36.16 115.32 3,529.50 4,125.00 <b>Total : 7,805.98</b>
182266	5/31/2019	003229 CED/EFENGEE	5025-525473		PULLING LUBE 01-26-024-73570	13.72 <b>Total : 13.72</b>

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
182267	5/31/2019	017349 CHICAGO STREET CCDD, LLC	17455	VTP-017073	DUMP FEES 01-26-023-72890	560.00
<b>Total :</b>						<b>560.00</b>
182268	5/31/2019	013820 CINTAS CORPORATION	5013843609		MEDICAL SUPPLIES 01-19-000-73115	370.34
			5013843610		MEDICAL SUPPLIES 01-19-000-73115	54.38
			5013843611		MEDICAL SUPPLIES 01-19-000-73115	275.37
			5013843612		MEDICAL SUPPLIES 01-19-000-73115	319.88
<b>Total :</b>						<b>1,019.97</b>
182269	5/31/2019	012917 COLLEGE OF DUPAGE	10185		#1580528 F MONDT INTRO COMPU 01-17-220-72140	195.00
<b>Total :</b>						<b>195.00</b>
182270	5/31/2019	012057 COMCAST CABLE	8771401810265348		ACCT#8771401810265348 5/22/19-6 01-19-000-72517	81.15
<b>Total :</b>						<b>81.15</b>
182271	5/31/2019	018311 CONNECTION	56789199		MONITOR 01-17-225-72565	226.95
<b>Total :</b>						<b>226.95</b>
182272	5/31/2019	012522 CONNEY SAFETY PRODUCTS, LLC	05709070		VESTS 60-00-000-73845 63-00-000-73845 64-00-000-73845 01-26-024-73845 01-26-023-73845	42.91 4.77 20.43 68.11 34.05
<b>Total :</b>						<b>170.27</b>
182273	5/31/2019	018234 CORE & MAIN LP	K572857	VTP-017032	FOUR WATER METERS 60-00-000-74175	520.00
			K575920		METER GASKET	

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<b>Voucher</b>	<b>Date</b>	<b>Vendor</b>	<b>Invoice</b>	<b>PO #</b>	<b>Description/Account</b>	<b>Amount</b>
182273	5/31/2019	018234	CORE & MAIN LP		(Continued)	
					64-00-000-74175	7.10
					K593244	
				VTP-017048	1.5" METERS & ANTENNAS	
					60-00-000-74175	1,270.00
					K600433	
					METER FLANGES/GASKETS	
				VTP-017063	60-00-000-73630	420.70
				VTP-017063	64-00-000-73630	180.30
					<b>Total :</b>	<b>2,398.10</b>
182274	5/31/2019	018102	COSTAR REALTY INFORMATION	109459197-1	PROPERTY PROF 6/1/19-5/31/20	
					01-33-320-72720	5,700.37
					<b>Total :</b>	<b>5,700.37</b>
182275	5/31/2019	015554	DALEY-MOMMSEN ENTERPRISES	052219	BOX OF JOE,DONUTS	
					01-17-217-72220	25.99
					<b>Total :</b>	<b>25.99</b>
182276	5/31/2019	018394	DETAILED INSPECTION SERVICE	1950	INSPECTIONS	
					01-33-300-72750	1,560.00
					<b>Total :</b>	<b>1,560.00</b>
182277	5/31/2019	003770	DUSTCATCHERS INC	61924	MATS/VH	
					01-26-025-72790	65.93
				61925	MATS/PD	
					01-26-025-72790	85.41
					<b>Total :</b>	<b>151.34</b>
182278	5/31/2019	019009	FIRST KEY HOMES	053019	REFUND OVERPAYMENT CRIME FF	
					01-14-000-79000	150.00
					<b>Total :</b>	<b>150.00</b>
182279	5/31/2019	015058	FLEETPRIDE	27913939	MARKER LAMP	
					01-26-024-72530	8.73
					01-26-023-72530	8.73
					<b>Total :</b>	<b>17.46</b>
182280	5/31/2019	011611	FOX VALLEY FIRE & SAFETY CO.	IN00267022	RADIO INSTALLATION TIFFANY PAF	
					14-00-000-72800	1,009.00

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
182280	5/31/2019	011611	011611 FOX VALLEY FIRE & SAFETY CO.	(Continued)		<b>Total : 1,009.00</b>
182281	5/31/2019	012943	GODETTE CUSTODIAN, LAURA	052819	PETTY CASH/CANDY	18.06
				052819.	01-14-000-72974	4.83
					PETTY CASH/FASTENERS,TIP	5.00
					01-16-000-72565	5.00
					01-17-205-72220	<b>Total : 27.89</b>
182282	5/31/2019	004538	GOLDY LOCKS	670750	DUPL KEYS	5.90
					01-26-025-73840	<b>Total : 5.90</b>
182283	5/31/2019	004438	GRAINGER	9174378423	HANG STACK	71.57
					60-00-000-73870	30.67
				9174702010	64-00-000-73870	119.94
					AIR HOSE	<b>Total : 222.18</b>
					01-26-025-72530	
182284	5/31/2019	012328	HOMER INDUSTRIES	S129280	DROP CHARGE CHIPS	50.00
					01-26-023-72890	<b>Total : 50.00</b>
182285	5/31/2019	015600	HOWARD, KENNETH	052119	REIM EXP CDL LICENSE RENEWAL	30.70
					60-00-000-72860	12.28
					63-00-000-72860	18.43
					64-00-000-72860	<b>Total : 61.41</b>
182286	5/31/2019	011633	IFCA EDUCATIONAL & RESEARCH	SYMP-19058	SYMPOSIUM REGIST/FOREST REE	150.00
					01-19-000-72170	<b>Total : 150.00</b>
182287	5/31/2019	005109	IL. DEPT. OF EMPLOYMT SECURITY	692000651	ACCT#800880 L CAROLLO 3/10/19-	285.00
					01-14-000-72445	<b>Total : 285.00</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
182288	5/31/2019	015545 IMAGING SYSTEMS, INC.	24619-01		<CLK> - DOC/AGENDA MANAGEME	
				VTP-016955	30-00-000-72345	7,343.54
				VTP-016955	01-33-300-72345	1,156.46
				VTP-016955	30-00-000-72345	1,468.71
				VTP-016955	01-33-300-72345	231.29
				VTP-016955	30-00-000-72345	1,943.88
				VTP-016955	01-33-300-72345	306.12
					<b>Total :</b>	<b>12,450.00</b>
182289	5/31/2019	005025 INTERNATIONAL CODE COUNCIL INC	1001049421		SPRINKLER REVIEW	
					01-33-300-72844	600.00
					<b>Total :</b>	<b>600.00</b>
182290	5/31/2019	007222 J.C.SCHULTZ ENTERPRISES	0000442335		FLAGS	
					01-14-000-73870	209.25
					01-26-025-73112	209.25
					<b>Total :</b>	<b>418.50</b>
182291	5/31/2019	018046 KEVRON PRINTING & MAILING,INC.	19-44158		SUMMER EVENTS FLYER BUSINES	
			19-44183		01-35-000-72310	719.00
					BUSINESS CARDS PAT CARR	
					01-12-000-73110	25.00
					<b>Total :</b>	<b>744.00</b>
182292	5/31/2019	014190 LEHIGH HANSON	5747190		BED/BACKFULL	
				VTP-017075	01-26-023-73860	169.98
				VTP-017075	70-00-000-73860	56.66
				VTP-017075	60-00-000-73860	237.97
				VTP-017075	64-00-000-73860	101.99
			5747455		BED/BACKFILL,STONES	
					60-00-000-73860	199.40
					64-00-000-73860	85.45
					01-26-023-73860	142.42
					70-00-000-73860	47.48
					<b>Total :</b>	<b>1,041.35</b>
182293	5/31/2019	011414 LOYOLA UNIVERSITY CHICAGO	052919		TIMOTHY MORIARITY COMM SERV	

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
182293	5/31/2019	011414 LOYOLA UNIVERSITY CHICAGO	(Continued)		01-41-046-72920	1,000.00
					<b>Total :</b>	<b>1,000.00</b>
182294	5/31/2019	015020 LYNN CARD COMPANY	2190520-035		SYMPATHY CARDS 01-19-000-72310	219.00
					<b>Total :</b>	<b>219.00</b>
182295	5/31/2019	007100 M. E.SIMPSON COMPANY, INC	33518	VTP-017081	METER TESTING SERVICES/ PILOT 63-00-000-72726	1,150.00
					<b>Total :</b>	<b>1,150.00</b>
182296	5/31/2019	013969 MAP AUTOMOTIVE OF CHICAGO	40-509212		TUBE ASSY 01-17-205-72540	253.70
					<b>Total :</b>	<b>253.70</b>
182297	5/31/2019	005644 MARTIN IMPLEMENT	P20773		LOCK PIN 01-26-023-72530	127.20
			P20778		BELT,V-BELT 01-26-023-72530	106.20
			P20830		CREDIT BELT 01-26-023-72530	-60.60
					<b>Total :</b>	<b>172.80</b>
182298	5/31/2019	005765 MARTIN WHALEN O.S. INC.	IN1930290		XEROX STAPLE 3/5000 CART ADV 01-14-000-73110	98.00
					<b>Total :</b>	<b>98.00</b>
182299	5/31/2019	012631 MASTER AUTO SUPPLY, LTD.	15030-70802		ROTOR,BRAKE PAD SET 01-17-205-72540	121.60
			15030-70834		OIL 60-00-000-72540	15.58
					63-00-000-72540	6.23
					64-00-000-72540	9.34
			15030-71074		V-BELT 01-26-023-72530	13.17
					<b>Total :</b>	<b>165.92</b>

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
182300	5/31/2019	006074 MENARDS	64521		DEHUMIDIFER,PVC ELBOW,TEE,PI	
					60-00-000-72528	70.60
					63-00-000-72528	70.60
			65119		OIL DRI,TAPE,HOSE	
					01-19-000-72530	19.00
			65128		HOSE ADAPTER,PARTS	
					01-19-000-72530	8.16
			65187		MARKING PAINT	
					60-00-000-73620	6.92
					63-00-000-73620	6.92
					64-00-000-73620	5.92
			65214		HOSE ADAPTER,HOSE BARB	
					01-19-000-72530	8.98
			65214		CREDIT HOSE ADAPTER,HOSE	
					01-19-000-72530	-8.98
			65509		TPE,SPCKLE,COMPND,SND,SNDNC	
					01-26-025-73870	75.90
			65531		TOTE,WASTEBASKET	
					60-00-000-73870	5.03
					63-00-000-73870	5.03
					64-00-000-73870	4.32
					01-26-023-73870	14.38
					01-26-024-73870	7.20
					01-26-025-73580	34.79
			65568		POST MOUNT,SHOVEL HANDLE	
					01-26-023-73840	68.77
			65583		TRIMMERS,TRIM SPOOL	
					01-26-023-73870	366.34
			65598		PUMP	
					01-35-000-72954	18.99
			65639		POST MOUNT	
					01-26-023-73840	58.79
			65660		CARPET TILES	
					01-26-025-72520	256.44
			65772		FLAG	
					01-26-025-73112	4.99

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182300	5/31/2019	006074	006074 MENARDS		(Continued)	<b>Total : 1,109.09</b>
182301	5/31/2019	005742	METRO POWER INC.	12397	BATTERIES / GENERATOR REPAIR 64-00-000-72525	256.68 <b>Total : 256.68</b>
182302	5/31/2019	008534	NAVAS, DINA	8849543	REIM.EXP.3 SETS OF WATER & AIR 01-17-205-73600	45.00 <b>Total : 45.00</b>
182303	5/31/2019	001487	NUWAY DISPOSAL SERVICE INC	6573143 6574026	VTP-017077 SWEEPING 01-26-023-72890 VTP-017076 SWEEPING 01-26-023-72890	885.00 915.00 <b>Total : 1,800.00</b>
182304	5/31/2019	010135	ONSITE COMMUNICATIONS USA, INC	49302	VH/RECR DIST PANEL,OHM-MALE 1 30-00-000-75812	2,797.50 <b>Total : 2,797.50</b>
182305	5/31/2019	006475	PARK ACE HARDWARE	035043/2 051045/1 060722/1 060754/1 060822/1 060971/1 061019/1	FUNNEL,CORD EXTN 01-26-023-73840 KEY 01-26-023-73840 BLADE,PLIERS,BAG MULTIPURPOSE 60-00-000-73410 BATTERY,SOCKET RAIL 60-00-000-73410 TUBE VINYL 60-00-000-73870 FASTENERS,DRIVE WALL, TOGGLE 01-26-025-73840 EXCHANGE LP TANK BR 60-00-000-73870 64-00-000-73870 01-26-023-73870 01-26-024-73870	14.38 4.14 44.75 63.97 11.75 3.95 8.95 3.84 12.79 6.40

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182305	5/31/2019	006475	PARK ACE HARDWARE		(Continued)	
			061029/1		HOSE WASHER	
					60-00-000-73630	2.07
			061033/1		CABLE TIE	
					70-00-000-73840	7.99
			061049/1		KEY	
					01-26-023-73840	4.14
			K60764/1		SCREWDRIVERS	
					60-00-000-73410	20.46
					<b>Total :</b>	<b>209.58</b>
182306	5/31/2019	006609	PLAINFIELD POLICE DEPARTMENT	2019-1027	LEADERSHIP SEMINAR 5/20/19	
				VTP-016994	01-17-205-72140	600.00
					<b>Total :</b>	<b>600.00</b>
182307	5/31/2019	006780	POMP'S TIRE SERVICE, INC	410676172	(8) P235 60R17 TIRES FOR DETECT	
				VTP-017038	01-17-205-73560	778.68
					<b>Total :</b>	<b>778.68</b>
182308	5/31/2019	006559	PRAXAIR DISTRIBUTION, INC	89544398	HIGH PRESSURE	
					60-00-000-73730	65.93
					64-00-000-73730	28.25
					01-26-023-73730	94.18
					01-26-024-73730	47.09
					<b>Total :</b>	<b>235.45</b>
182309	5/31/2019	017649	ROT, LAURA	052819	REIM.EXP.EXCEL TRNING MILEAGE	
					01-19-020-72130	30.16
					<b>Total :</b>	<b>30.16</b>
182310	5/31/2019	007629	SAM'S CLUB DIRECT	000000	COFFEE POT	
				000000	01-41-056-72937	229.98
				000000	FOAM FLOORING	
				5102	01-35-000-72954	199.74
					SNACK VENDING MACHINE	
					01-14-000-73115	53.82
					01-41-056-72937	42.80

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182310	5/31/2019	007629 SAM'S CLUB DIRECT	(Continued) 6678		WATER,LYSOL 60-00-000-73115	16.73
					64-00-000-73115	7.17
					01-26-023-73115	23.90
					01-26-024-73115	11.96
					01-26-025-73580	29.92
			7264		SHEETCLEAR,FILES,ZSAM CAMBR 60-00-000-73110	17.21
					64-00-000-73110	7.38
					01-26-023-73110	24.59
					01-26-024-73110	12.30
			7334		COOKIE TRAYS,WATER 01-14-000-73115	55.92
			7622		FOLDING CHAIRS 01-26-025-73870	263.76
					<b>Total :</b>	<b>997.18</b>
182311	5/31/2019	012238 STAPLES BUSINESS ADVANTAGE	2287590661		UPDATE INTERNATL ACH4 01-21-210-73110	46.74
			2287604061		VERBATIM SLEEVE FOR CD/DVD 01-21-210-73110	8.39
			2289769921		CREDIT / UPDATE INTERNATL ACH 01-21-210-73110	-46.74
					<b>Total :</b>	<b>8.39</b>
182312	5/31/2019	015452 STEINER ELECTRIC COMPANY	S006353066.001		CONDUIT,CPLG 01-26-024-73570	276.99
					<b>Total :</b>	<b>276.99</b>
182313	5/31/2019	007297 SUTTON FORD INC./FLEET SALES	483805		TUBE ASSY 01-17-205-72540	572.81
			483878		REFLECTOR ASSY 01-17-205-72540	19.47
			483960		PUMP ASY,CHAIN,TENSIONER,BOL 01-17-205-72540	270.87

vchlist  
05/31/2019 9:37:09AM

Voucher List  
Village of Tinley Park

Page: 12

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
182313	5/31/2019	007297	007297 SUTTON FORD INC./FLEET SALES	(Continued)		<b>Total : 863.15</b>
182314	5/31/2019	007777	THOMPSON ELEVATOR INSPECTION	19-1968	41 SEMI-ANNUAL ELEVATOR INSPE 01-33-300-72853	1,558.00 <b>Total : 1,558.00</b>
182315	5/31/2019	012480	TOTAL ADMINISTRATIVE SERV.CORP	IN1515481	FSA-ADMIN FEES 7/1/19-7/31/19 01-12-000-72449	213.39 <b>Total : 213.39</b>
182316	5/31/2019	008095	VISSERS COLLISION CENTER	163579	BODY WORK (RF DOOR, REAR BUI VTP-017000 01-17-205-72540	1,483.52 <b>Total : 1,483.52</b>
182317	5/31/2019	011055	WARREN OIL CO.	W1225464	N L GAS USED 5/3/19-5/22/19 01-17-205-73530 01-19-000-73530 01-19-020-73530 01-21-000-73530 60-00-000-73530 01-26-023-73530 01-26-024-73530 01-33-300-73530 01-12-000-73530 01-14-000-73532 14-00-000-73530 01-53-000-73530 01-42-000-73545	8,224.24 419.50 93.74 172.87 989.87 947.54 520.08 225.01 244.60 88.01 30.14 201.71 291.19
			W1225465		DIESEL USED 5/3/19-5/22/19 01-19-000-73545 60-00-000-73545 01-26-023-73545 01-26-024-73545 01-21-000-73530 01-14-000-73531	1,498.59 432.90 1,100.71 239.80 24.28 4,255.02 <b>Total : 19,999.80</b>

**vchlist**  
**05/31/2019 9:37:09AM**

**Voucher List**  
**Village of Tinley Park**

**Page: 13**

**Bank code :** apbank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>	
182318	5/31/2019	011057 WEX BANK	59288160		ACCT#0414-00-849445-2 FUEL PUR 60-00-000-73530 01-23-000-73530	93.88 75.00	
<b>Total :</b>						<b>168.88</b>	
182319	5/31/2019	008280 WILL COUNTY CLERK	TinleyPAR2019		2019 WARRANT SERV 01-17-205-72720	3,868.46	
<b>Total :</b>						<b>3,868.46</b>	
182320	5/31/2019	016476 WRIGHT CONCRETE RECYCLING INC	052019-23		CONCRETE DUMP 60-00-000-73681 64-00-000-73681 01-26-023-72890	19.60 8.40 12.00	
<b>Total :</b>						<b>40.00</b>	
182321	5/31/2019	008609 YURKO, PAM	042619		REIM. EXP. SHIRTS BROUGHT IN F 01-17-205-73610	60.00	
<b>Total :</b>						<b>60.00</b>	
182322	5/31/2019	018556 ZONSIUS, MICHAEL	052819		REIM EXP.MEALS,SHUTTLE GFOA 01-15-000-72130	148.99	
<b>Total :</b>						<b>148.99</b>	
<b>68 Vouchers for bank code :</b> apbank						<b>Bank total :</b>	<b>97,949.43</b>
<b>68 Vouchers in this report</b>						<b>Total vouchers :</b>	<b>97,949.43</b>

**vchlist**  
**05/31/2019 9:37:09AM**

**Voucher List**  
**Village of Tinley Park**

**Page: 14**

**Bank code :** apbank

<b>Voucher</b>	<b>Date</b>	<b>Vendor</b>	<b>Invoice</b>	<b>PO #</b>	<b>Description/Account</b>	<b>Amount</b>
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The Tinley Park Village Board having duly met at Village Hall do hereby certify that the following claims or demands against said village were presented and are approved for payment as presented on the above listing.

In witness thereof, the Village President and Clerk of the Village of Tinley Park, hereunto set their hands.

\_\_\_\_\_ Village President

\_\_\_\_\_ Village Clerk

\_\_\_\_\_ Date



# Interoffice Memo

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**Date:** May 30, 2019

**To:** Village Board of Trustees

**From:** Dominic Sanfilippo, Executive Assistant to the Mayor

**Subject:** Buffalo Wild Wings Video Gaming Request

The purpose of this memo is to explain the background of Buffalo Wild Wings' request for a Class AV liquor license that would allow video gaming.

Brad Fralich of Buffalo Wild Wings, located at 7301 West 183<sup>rd</sup> Street, has approached the liquor commissioner about adding a liquor license to his establishment that allows video gaming. Buffalo Wild Wings is a full service restaurant and bar that has operated in Tinley Park for 10 years and is in good standing with the Village of Tinley Park.

Buffalo Wild Wings currently holds a Class A Liquor License, which allows "sale of liquor by the drink on premises"; this petition is to change to a Class AV license, which allows "sale of liquor by the drink on premises and has video gaming."<sup>1</sup>

The area in which the video game terminals will be placed in the back of the establishment in a separate space (a prospective floor plan is attached.)

Buffalo Wild Wings has been a stable presence in the community & has shown that video gaming would not be the main source of revenue for the establishment.

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<sup>1</sup>Tinley Park Municipal Code, § 112.20, (A), (1-2).

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**THE VILLAGE OF TINLEY PARK**  
**Cook and Will Counties, Illinois**

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**ORDINANCE**  
**NO. 2019-O-027**

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**AN ORDINANCE DECREASING THE NUMBER OF CLASS "A" LIQUOR  
LICENSES AND INCREASING THE NUMBER OF CLASS "AV"  
LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE  
(Buffalo Wild Wings, located at 7301 West 183<sup>rd</sup> Street)**

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

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

---

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

VILLAGE OF TINLEY PARK  
Cook and Will Counties, Illinois

**ORDINANCE NO. 2019-O-027**

**AN ORDINANCE DECREASING THE NUMBER OF CLASS "A" LIQUOR  
LICENSES AND INCREASING THE NUMBER OF CLASS "AV"  
LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE  
(Buffalo Wild Wings, located at 7301 West 183<sup>rd</sup> Street)**

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

WHEREAS, pursuant to Title XI, Chapter 112, Section 22 of the Village Code, liquor licenses may be authorized by the President and Board of Trustees of the Village of Tinley Park and the number of liquor licenses authorized to be issued for each license class shall be kept on record in the office of the Village Clerk; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park believe and hereby declare it is in the best interest of the Village to decrease the number of Class "A" liquor licenses and increase the number of Class "AV" liquor licenses authorized to be issued; and

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

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

SECTION 2: Pursuant to Title XI, Chapter 112, Section 22 of the Village of Tinley Park Village Code, the number of Class "A" licenses that can be issued by the Village shall be and is hereby decreased from forty-four (44) to forty-three (43), (this decrease in the number of Class "A" liquor licenses reflects the availability of one less Class "A" liquor license due to the request by Buffalo Wild Wings to discontinue its existing Class "A" liquor license in favor of a Class "AV" liquor license to add video gaming to the restaurant, located at 7301 West 183<sup>rd</sup> Street).

SECTION 3: Pursuant to Title XI, Chapter 112, Section 22 of the Village of Tinley Park Village Code, the number of Class "AV" licenses that can be issued by the Village shall be and is hereby increased from fourteen (14) to fifteen (15), (this increase in the number of Class "AV" liquor licenses reflects the availability of one additional Class "AV" liquor license to be issued to Buffalo Wild Wings, located at 7301 West 183<sup>rd</sup> Street).

SECTION 4: 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 5: This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 4<sup>th</sup> day of June, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 4<sup>th</sup> day of June, 2019.

---

VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will, and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2019-O-027 “AN ORDINANCE DECREASING THE NUMBER OF CLASS “A” LIQUOR LICENSES AND INCREASING THE NUMBER OF CLASS “AV” LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE (Buffalo Wild Wings, located at 7301 West 183<sup>rd</sup> Street),” 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 4<sup>th</sup> day of June, 2019.

---

KRISTIN A. THIRION, VILLAGE CLERK



**BUFFALO  
WILD  
WINGS**  
WINGS BEER SPORTS

Buffalo Wild Wings  
18311 S 80<sup>th</sup> Ave  
Suite F  
Mokena, IL 60448  
708-390-8884 Fax 708-390-8882

**January 16, 2019**

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

**Attention: Mayor Jacob Vandenberg**

**Mayor Vandenberg,**

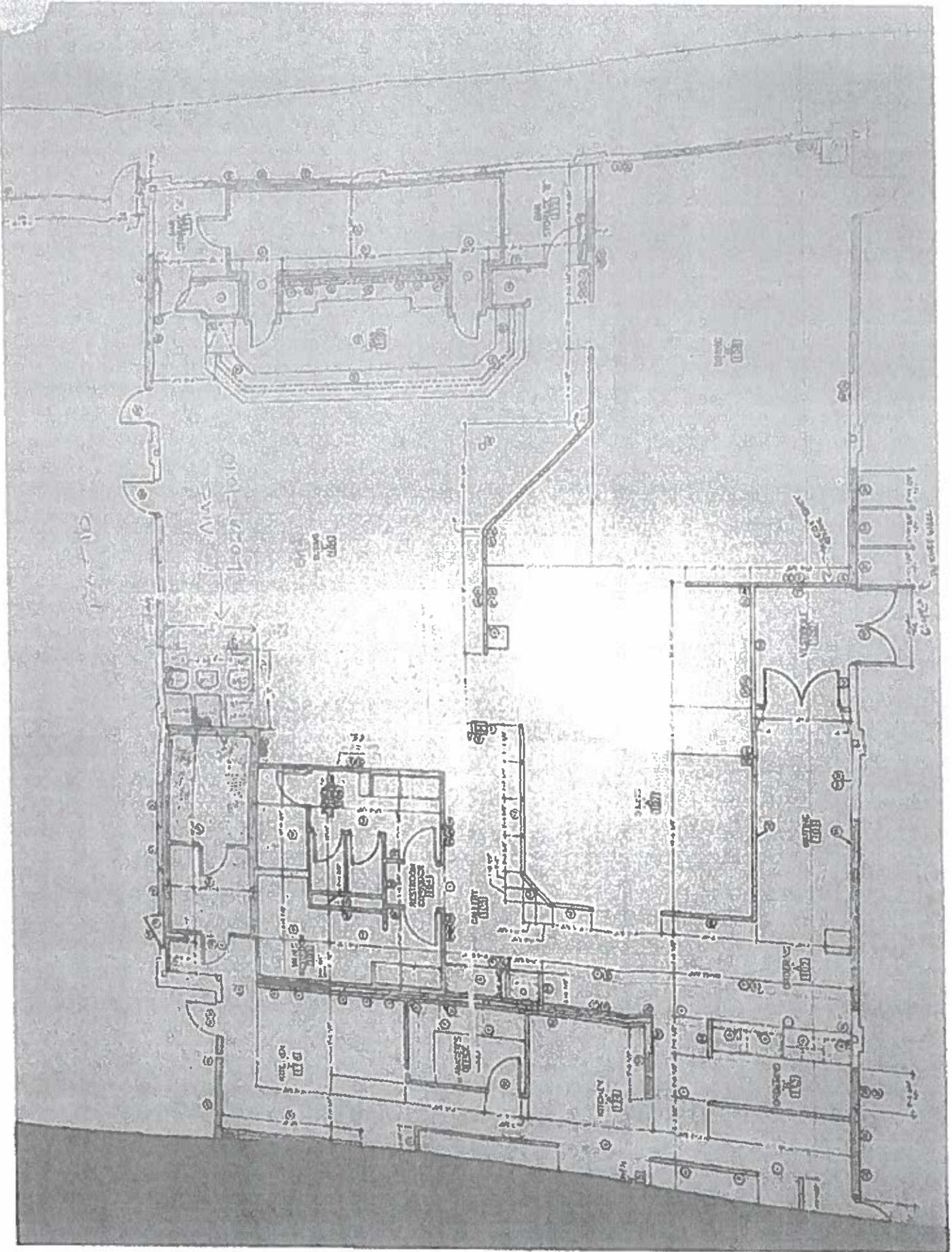
**Per our conversation with Rob Zimmer regarding the video gaming for Buffalo Wild Wings in Tinley Park located at 7301 W 183<sup>rd</sup> Street, we are seeking to change our current Class "A" Liquor License to an "AV" Liquor License.**

**Attached is the floor plan and menu per your request.**

**Should you require any additional information, please feel free to contact me.**

**Thank you,**

**Brad Fralich  
708-257-7771**







Interoffice

# Memo

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**Date:** May 30, 2019

**To:** Village Board of Trustees

**From:** Dominic Sanfilippo, Executive Assistant to the Mayor

**Subject:** Primal Cut Video Gaming Request

The purpose of this memo is to explain the background of Primal Cut's request for a Class AV liquor license that would allow video gaming.

Paul Spass of Primal Cut Steakhouse, located at 17344 Oak Park Avenue, has approached the liquor commissioner about adding video gaming to his restaurant/bar. Primal Cut is a full service restaurant and bar that has operated in the Village of Tinley Park for over two years and is in good standing with the liquor commissioner & the Village.

Primal Cut currently holds a Class A Liquor License, which allows sale of liquor by the drink on premises"; this petition is to change to a Class AV license, which allows "sale of liquor by the drink on premises and has video gaming."<sup>1</sup>

The area in which the video game terminals will be placed in the back of the establishment in a separate gaming room (a prospective floor plan & letter from the establishment is attached.)

Primal Cut has been a stable presence in the community for 2 years, and has shown that video gaming would not be the main source of revenue for the establishment.

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<sup>1</sup> Tinley Park Municipal Code, § 112.20, (A), (1-2).

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**THE VILLAGE OF TINLEY PARK**  
**Cook and Will Counties, Illinois**

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**ORDINANCE**  
**NO. \_\_\_\_\_**

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**AN ORDINANCE DECREASING THE NUMBER OF CLASS "A" LIQUOR  
LICENSES AND INCREASING THE NUMBER OF CLASS "AV"  
LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE  
(Primal Cut, located at 17344 Oak Park Avenue)**

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

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

---

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

VILLAGE OF TINLEY PARK  
Cook and Will Counties, Illinois

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE DECREASING THE NUMBER OF CLASS "A" LIQUOR  
LICENSES AND INCREASING THE NUMBER OF CLASS "AV"  
LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE  
(Primal Cut, located at 17344 Oak Park Avenue)**

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

WHEREAS, pursuant to Title XI, Chapter 112, Section 22 of the Village Code, liquor licenses may be authorized by the President and Board of Trustees of the Village of Tinley Park and the number of liquor licenses authorized to be issued for each license class shall be kept on record in the office of the Village Clerk; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park believe and hereby declare it is in the best interest of the Village to decrease the number of Class "A" liquor licenses and increase the number of Class "AV" liquor licenses authorized to be issued; and

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

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

SECTION 2: Pursuant to Title XI, Chapter 112, Section 22 of the Village of Tinley Park Village Code, the number of Class "A" licenses that can be issued by the Village shall be and is hereby decreased from forty-three (43) to forty-two (42), (this decrease in the number of Class "A" liquor licenses reflects the availability of one less Class "A" liquor license due to the request by Primal Cut to discontinue its existing Class "A" liquor license in favor of a Class "AV" liquor license to add video gaming to the restaurant, located at 17344 Oak Park Avenue).

SECTION 3: Pursuant to Title XI, Chapter 112, Section 22 of the Village of Tinley Park Village Code, the number of Class "AV" licenses that can be issued by the Village shall be and is hereby increased from fifteen (15) to sixteen (16), (this increase in the number of Class "AV" liquor licenses reflects the availability of one additional Class "AV" liquor license to be issued to Primal Cut, located at 17344 Oak Park Avenue).

**SECTION 4:** 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 5:** This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS \_\_\_\_ day of \_\_\_\_\_, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 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. \_\_\_\_\_ “AN ORDINANCE DECREASING THE NUMBER OF CLASS “A” LIQUOR LICENSES AND INCREASING THE NUMBER OF CLASS “AV” LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE (Primal Cut, located at 17344 Oak Park Avenue),” which was adopted by the President and Board of Trustees of the Village of Tinley Park on \_\_\_\_\_, 2019.

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

---

KRISTIN A. THIRION, VILLAGE CLERK

## Primal Cut Steakhouse/dba PCSH Inc

17344 OakPark Ave  
Tinley Park Illinois ,60477  
708.407.8150  
woodstonekb@yahoo.com

January 1, 2019

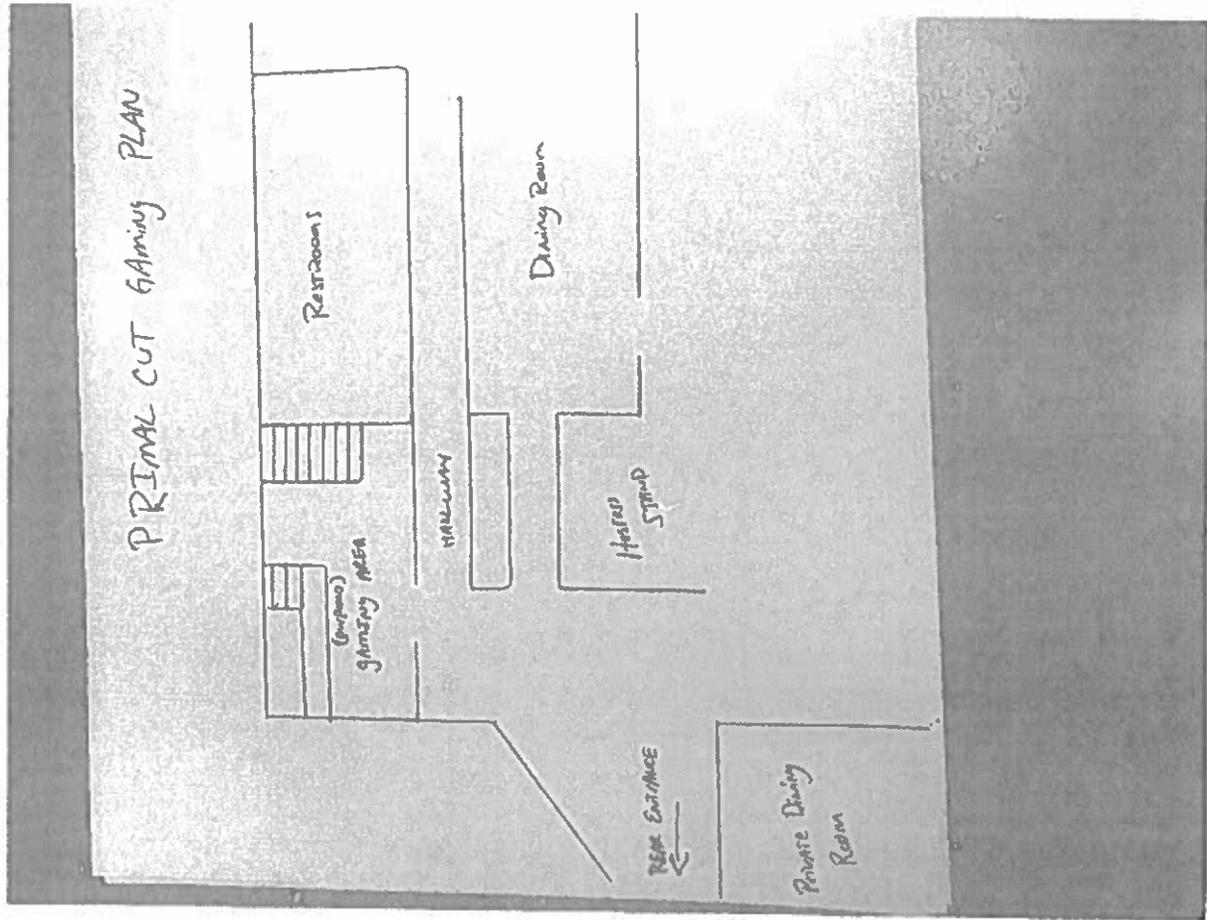
Mayor Jacob Vandenberg  
16250 Oak Park Ave  
Tinley Park Illinois, 60477

Dear Mayor Vandenberg,

I would like to take this opportunity by asking you to increase the number of gaming licenses on OakPark Ave, it has been brought to my attention that it is at it's capacity currently. We are currently entering into our second year here at The Primal Cut Steakhouse and gaining a lot of respect by locals by bringing a amazing restaurant and city like atmosphere right here in downtown Tinley Park. I have already went through the complete gaming process application with the state and just awaiting final approval . As you know I have invested a considerable amount of capital in your downtown area in the past two years and believe have been one of the first risk takers to succeed in becoming a major part of your downtown rebuilding, bringing back the known address of the former Bogarts Steakhouse. We also have begun the process of expanding our rear property with new drawings of a upscale outdoor dining area and bar soon to be submitted for approval. It has been a pleasure being a part of Tinley Park and look forward to working together in building a long term relationship with you and our village.

Sincerely yours,

Paul Spass





Interoffice

# Memo

---

**Date:** May 30, 2019

**To:** Village Board of Trustees

**From:** Dominic Sanfilippo, Executive Assistant to the Mayor

**Subject:** Los 3 Burritos #2 Video Gaming Request

The purpose of this memo is to explain the background of Los 3 Burritos #2's request for a Class DV liquor license that would allow video gaming.

Florentino Garcia and Vanessa Palma of Los 3 Burritos #2, located at 8005 183<sup>rd</sup> Street, has approached the liquor commissioner about adding video gaming to their restaurant. Los 3 Burritos #2 is a full service restaurant that has operated in the Village of Tinley Park for over two years and is in good standing with the liquor commissioner & the Village.

Los 3 Burritos #2 currently holds a Class D Liquor License, which allows "sale by a restaurant for consumption on the premises by the drink only"; this petition is to change to a Class DV license, which allows "sale by a restaurant for consumption on the premises by the drink only and has video gaming."<sup>1</sup>

The establishment proposes adding new walls between the front and side entrances to create a separate gaming space (a prospective floor plan & letter from the establishment is attached.)

Los 3 Burritos #2 has been a stable presence in the community & has shown that video gaming would not be the main source of revenue for the establishment.

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<sup>1</sup> Tinley Park Municipal Code, § 112.20, (D), (1-2).

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**THE VILLAGE OF TINLEY PARK**  
**Cook and Will Counties, Illinois**

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**ORDINANCE**  
**NO. \_\_\_\_\_**

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**AN ORDINANCE DECREASING THE NUMBER OF CLASS "D" LIQUOR  
LICENSES AND INCREASING THE NUMBER OF CLASS "DV"  
LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE  
(Los 3 Burritos #2, located at 8005 183<sup>rd</sup> Street)**

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

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

---

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

VILLAGE OF TINLEY PARK  
Cook and Will Counties, Illinois

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE DECREASING THE NUMBER OF CLASS “D” LIQUOR  
LICENSES AND INCREASING THE NUMBER OF CLASS “DV”  
LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE  
(Los 3 Burritos #2, located at 8005 183<sup>rd</sup> Street)**

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

WHEREAS, pursuant to Title XI, Chapter 112, Section 22 of the Village Code, liquor licenses may be authorized by the President and Board of Trustees of the Village of Tinley Park and the number of liquor licenses authorized to be issued for each license class shall be kept on record in the office of the Village Clerk; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park believe and hereby declare it is in the best interest of the Village to decrease the number of Class “D” liquor licenses and increase the number of Class “DV” liquor licenses authorized to be issued; and

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

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

SECTION 2: Pursuant to Title XI, Chapter 112, Section 22 of the Village of Tinley Park Village Code, the number of Class “D” licenses that can be issued by the Village shall be and is hereby decreased from six (6) to five (5), (this decrease in the number of Class “D” liquor licenses reflects the availability of one less Class “D” liquor license due to the request by Los 3 Burritos #2 to discontinue its existing Class “D” liquor license in favor of a Class “DV” liquor license to add video gaming to the restaurant, located at 8005 183<sup>rd</sup> Street).

SECTION 3: Pursuant to Title XI, Chapter 112, Section 22 of the Village of Tinley Park Village Code, the number of Class “DV” licenses that can be issued by the Village shall be and is hereby increased from two (2) to three (3), (this increase in the number of Class “DV” liquor licenses reflects the availability of one additional Class “DV” liquor license to be issued to Los 3 Burritos #2, located at 8005 183<sup>rd</sup> Street).

**SECTION 4:** 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 5:** This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS \_\_\_\_ day of \_\_\_\_\_, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 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. \_\_\_\_\_ “AN ORDINANCE DECREASING THE NUMBER OF CLASS “D” LIQUOR LICENSES AND INCREASING THE NUMBER OF CLASS “DV” LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE (Los 3 Burritos #2, located at 17344 Oak Park Avenue),” which was adopted by the President and Board of Trustees of the Village of Tinley Park on \_\_\_\_\_, 2019.

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

---

KRISTIN A. THIRION, VILLAGE CLERK

Village of Tinley Park  
Mayor Jacob C. Vandenberg  
16250 S. Oak Park Avenue  
Tinley Park, IL 60477

Dear Mayor,

My name is Florentino Garcia and Vanessa Palma of Los 3 Burrito's #2 located in Tinley Park at 8005 183rd St. Our family opened the business in February 2012 and have actively competed in the marketplace where there is significant competition. We have made a commitment to the community with our membership in the Chamber of Commerce, supporting local organizations fundraising efforts and hiring locally.

Since starting our business in Tinley Park it has been a great opportunity and a challenge to succeed. In order to continue to compete with businesses similar to our's in the community, we are asking your consideration to change our existing liquor license to include video gaming. By doing so, we feel that we can compete on a more level playing field. In addition, we will continue our support of the community, organizations and local hiring. More importantly, it would also allow us to remain financially strong and continue as a viable asset to the village.

Your kind consideration is appreciated. Thank you.

Yours Truly,

*Florentino Garcia*  
Florentino Garcia

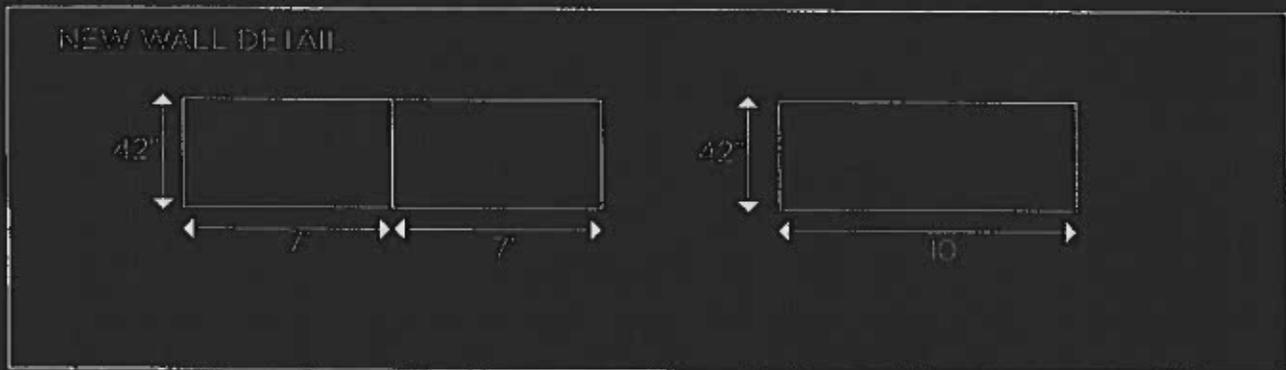
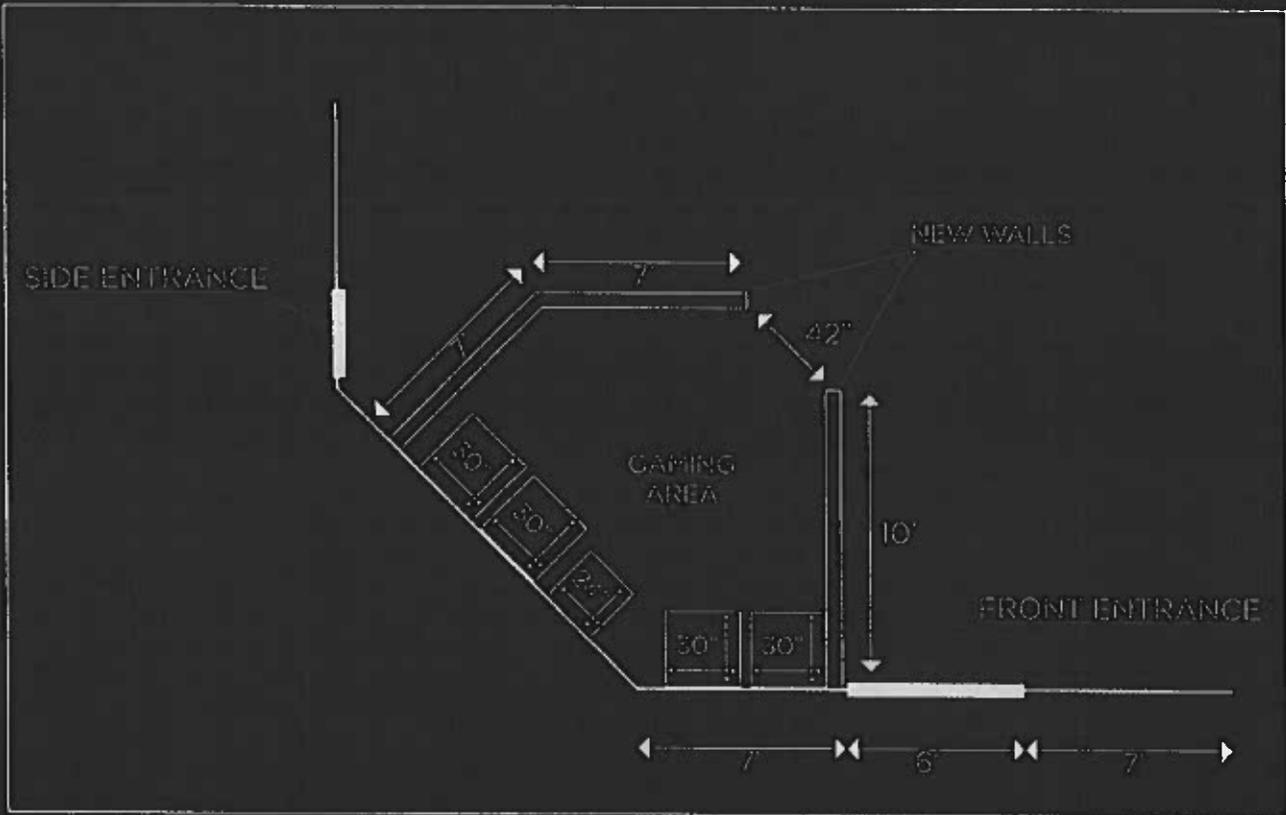
*Vanessa Palma*  
Vanessa Palma

P.s.

We have attached a diagram of our business floorplan as well as the proposed gaming area.

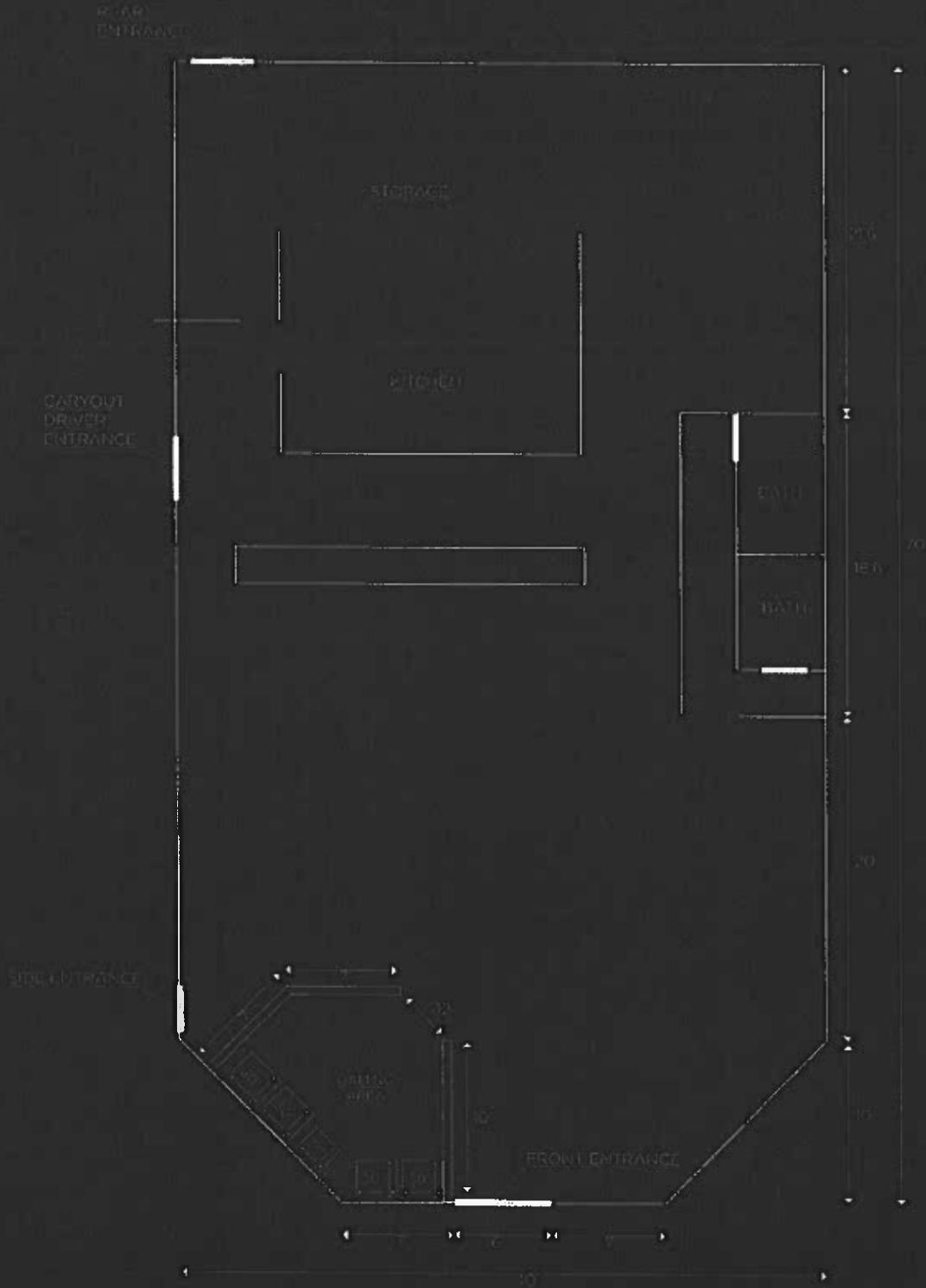
# LOS 3 BURRITOS

8005 183RD ST, TINLEY PARK, IL 60487



# LOS 3 BURRITOS

3005 183RD ST. TINLEY PARK, IL 60457





Interoffice

# Memo

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**Date:** May 30, 2019

**To:** Village Board of Trustees

**From:** Dominic Sanfilippo, Executive Assistant to the Mayor

**Subject:** Pop's Italian Beef and Sausage Video Gaming Request

The purpose of this memo is to explain the background of Pop's Italian Beef and Sausage's request for a Class EV liquor license that would allow video gaming.

Burke Matyas of Pop's Italian Beef and Sausage, located at 7301 W. 183<sup>rd</sup> Street, has approached the liquor commissioner about adding a liquor license to his establishment that allows video gaming. Pop's is a full service restaurant that has operated in Tinley Park for 10 years and is in good standing with the Village of Tinley Park.

Pop's currently does not hold a liquor license; this petition is to add a Class EV license, which allows "sale by a restaurant for consumption on the premises by the drink only (beer and wine) and has video gaming."<sup>1</sup>

The area in which the video game terminals will be placed is past the food counter near the area where the condiments & drink machines are currently located; the owner proposes building a wall to cordon off the terminals in a separate space (a prospective floor plan is attached.)

Pop's has been a stable presence in the community for 10 years, and have shown that video gaming would not be the main source of revenue for the establishment.

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<sup>1</sup> Tinley Park Municipal Code, § 112.20, (E), (2).

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**THE VILLAGE OF TINLEY PARK**  
**Cook and Will Counties, Illinois**

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---

**ORDINANCE**  
**NO. \_\_\_\_\_**

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**AN ORDINANCE INCREASING THE NUMBER OF CLASS "EV"  
LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE  
(Pop's Italian Beef & Sausage, located at 7301 West 183<sup>rd</sup> Street)**

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

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

---

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

VILLAGE OF TINLEY PARK  
Cook and Will Counties, Illinois

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE INCREASING THE NUMBER OF CLASS “EV”  
LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE  
(Pop’s Italian Beef & Sausage, located at 7301 West 183<sup>rd</sup> Street)**

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

WHEREAS, pursuant to Title XI, Chapter 112, Section 22 of the Village Code, liquor licenses may be authorized by the President and Board of Trustees of the Village of Tinley Park and the number of liquor licenses authorized to be issued for each license class shall be kept on record in the office of the Village Clerk; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park believe and hereby declare it is in the best interest of the Village to increase the number of Class “EV” liquor licenses authorized to be issued; and

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

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

SECTION 2: Pursuant to Title XI, Chapter 112, Section 22 of the Village of Tinley Park Village Code, the number of Class “EV” licenses that can be issued by the Village shall be and is hereby increased from eight (8) to nine (9), (this increase in the number of Class “EV” liquor licenses reflects the availability of one additional Class “EV” liquor license to be issued to Pop’s Italian Beef & Sausage, located at 7301 West 183<sup>rd</sup> Street).

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

PASSED THIS \_\_\_\_ day of \_\_\_\_\_, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 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. \_\_\_\_\_ “AN ORDINANCE INCREASING THE NUMBER OF CLASS “EV” LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE (Pop’s Italian Beef & Sausage, located at 7301 West 183<sup>rd</sup> Street),” which was adopted by the President and Board of Trustees of the Village of Tinley Park on \_\_\_\_\_, 2019.

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

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



Pop's Italian Beef & Sausage  
7301 West 183<sup>rd</sup> Street  
Tinley Park, IL 60477

(708) 614-7677  
(708) 614-7676 fax  
www.popsbeef.com

April 8<sup>th</sup>, 2019

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

Re: Video Gaming

Dear Mayor Vandenberg:

Allow me to reintroduce myself. My name is Burke Matyas and I own Pop's Italian Beef and Sausage located at 7301 W. 183<sup>rd</sup> Street. I have met with you on several occasions trying to get gaming in my restaurant. I have also followed up with your assistant, Rob, on several occasions. Prior to you being in office, I had met with Mayor Seaman who stated I would be approved to receive video gaming machines at my location. Unfortunately at that time I was having a problem with the machine company. When the issue was finally resolved, your Board was elected into Office. I was promised to be high on the list to receive gaming machines once all the approvals went through. I have been skipped over and other restaurants new to town have received gaming machines already, or are in the process of getting them. I have been in Tinley Park paying taxes for 10 years now. I support the local police, fire fighters, schools, and other organizations. I have never caused any problems during my 10 years of business. I recently met with you to ask again that I please be reconsidered for gaming. You told me to resubmit my layout, as well as a letter. I do understand some residents may have concerns about gaming. Pop's customers are heavily Blue-Collar workers that would likely enjoying grabbing a beer with their beef sandwich and trying their luck on a machine. When I first approached you about gaming, my intentions were for recreational purposes. Now with minimum wage going up to \$15/hour in the future, this is a necessity. I can only raise prices so much. As a small business owner, you work on small margins. I am always searching for ways to keep my prices economical, workers employed, as well as raising money for the community. Currently, video gaming keeps a lot of business afloat, and it also pumps money into the Villages. I am extremely proud of what I have built with my business, but I am also concerned about the future of Pop's and all of my employees. I do not want this building to become vacant like we unfortunately see happening elsewhere. With all that being said, I really hope with the new administration I can



Pop's Italian Beef & Sausage  
7301 West 183<sup>rd</sup> Street  
Tinley Park, IL 60477

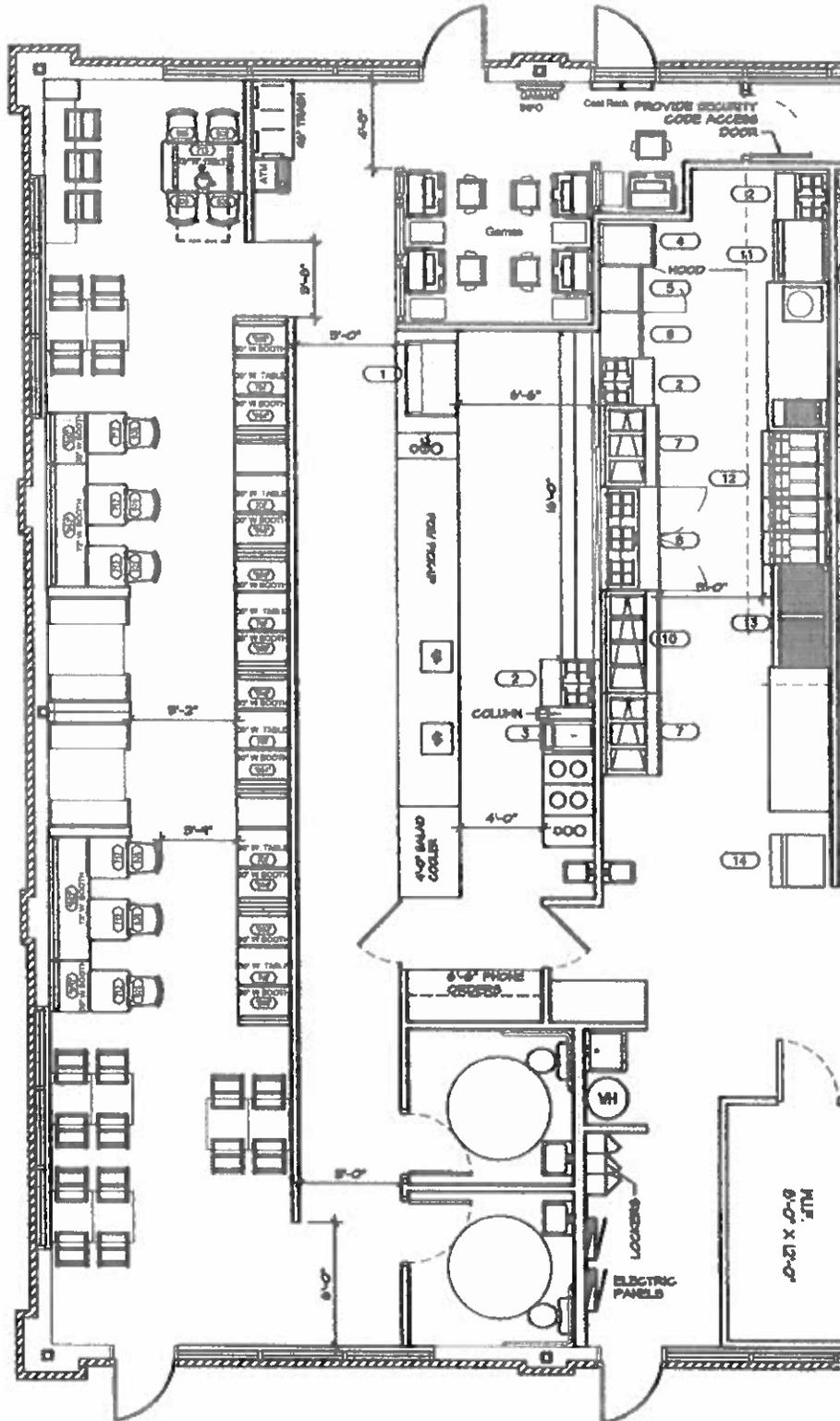
(708) 614-7677  
(708) 614-7676 fax  
[www.popsbeef.com](http://www.popsbeef.com)

have a fair chance at becoming one of the next locations to receive approval for gaming. I have been patiently waiting. I will wait for a response from you.

Respectfully ,

A handwritten signature in black ink that reads "Burke Matyas". The signature is written in a cursive style.

Burke Matyas  
Pop's Beef



Gaming EQUIPMENT PLAN  
3-19-17 55 SEATS





Interoffice

# Memo

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**Date:** May 30, 2019

**To:** Village Board of Trustees

**From:** Dominic Sanfilippo, Executive Assistant to the Mayor

**Subject:** Union Bar and Grill Video Gaming Request

The purpose of this memo is to explain the background of Union Bar and Grill's request for a Class AV-1 liquor license that would allow video gaming.

Joe Colucci of Union Bar and Grill, which will be located at 17821 80<sup>th</sup> Avenue, has approached the liquor commissioner about obtaining a liquor license that allows video gaming for his restaurant that is set to open in 2019. Mr. Colucci's conduct with the Liquor Commissioner throughout his inquiry is in good standing.

Union Bar and Grill is applying for a Class AV-1 License, which allows "sale of liquor by the drink on premises and is open late hours."<sup>1</sup>

The establishment proposes adding a gaming space in a corner room of the establishment that already has opaque windows from the previous occupant's use, thus providing a discrete separate space (a prospective floor plan & letter from the establishment is attached.)

Union Bar and Grill has affirmed that, as a full service restaurant and bar, video gaming would not be the main source of revenue for the establishment.

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<sup>1</sup> Tinley Park Municipal Code, § 112.20-21, (A) & "Liquor Licenses By Class," Village of Tinley Park.

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**THE VILLAGE OF TINLEY PARK**  
**Cook and Will Counties, Illinois**

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**ORDINANCE**  
**NO. \_\_\_\_\_**

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**AN ORDINANCE INCREASING THE NUMBER OF CLASS "AV-1"  
LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE  
(Union Bar and Grill, located at 17821 80<sup>th</sup> Avenue)**

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

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

---

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

VILLAGE OF TINLEY PARK  
Cook and Will Counties, Illinois

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE INCREASING THE NUMBER OF CLASS "AV-1"  
LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE  
(Union Bar and Grill, located at 17821 80<sup>th</sup> Avenue)**

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

WHEREAS, pursuant to Title XI, Chapter 112, Section 22 of the Village Code, liquor licenses may be authorized by the President and Board of Trustees of the Village of Tinley Park and the number of liquor licenses authorized to be issued for each license class shall be kept on record in the office of the Village Clerk; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park believe and hereby declare it is in the best interest of the Village to increase the number of Class "AV-1" liquor licenses authorized to be issued; and

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

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

SECTION 2: Pursuant to Title XI, Chapter 112, Section 22 of the Village of Tinley Park Village Code, the number of Class "AV-1" licenses that can be issued by the Village shall be and is hereby increased from eight (8) to nine (9), (this increase in the number of Class "AV-1" liquor licenses reflects the availability of one additional Class "AV-1" liquor license to be issued to Union Bar and Grill).

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

PASSED THIS \_\_\_\_ day of \_\_\_\_\_, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 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. \_\_\_\_\_ “AN ORDINANCE INCREASING THE NUMBER OF CLASS “AV-1” LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE (Union Bar and Grill, located at 17821 80<sup>th</sup> Avenue),” which was adopted by the President and Board of Trustees of the Village of Tinley Park on \_\_\_\_\_, 2019.

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

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KRISTIN A. THIRION, VILLAGE CLERK

# UNION

## BAR & GRILL

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The UNION an American themed restaurant located at 17821 80th Avenue. Featuring a full service kitchen with several specialty burgers, along with other sandwiches such as chicken, steak, Italian sausage, Italian beef, hot dogs and assortment of sides. A vast variety of drinks including soft drinks and a full bar with a large variety of spirits.

This location has a high traffic demographic, a dense population of homes, vast amount of business and office employees and the Metra train commuters.

Therefore, I propose two distinct target demographics - day time employees from surrounding businesses who want lunch and evening customers wanting larger meals. Located near the business parks and the train station we will be able to service both employees and commuters.

We are confident that our ideas and experience will give us a leg up on the competition. Our product will be appealing enough to consumers that they will want to spend their hard earned money at our restaurant.

#### UNION WILL OFFER:

- Affordable menu items & drinks
- Gaming in a private setting.  
*See attached drawing*
- We also plan to construct an outdoor patio for an al fresco dining experience.  
*See attached drawing*

#### HOURS:

Monday	9 am - 12 am
Tuesday	9 am - 12 am
Wednesday	9 am - 12 am
Thursday	9 am - 1 am
Friday	9 am - 2 am
Saturday	9 am - 2 am
Sunday	9 am - 12 am



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# UNION

## BAR & GRILL

### STARTERS

#### MOZZARELLA STICKS

Battered, fried to perfection  
1/2DZ. 5.95 1DZ. 10.95

#### CHICKEN STRIPS 9.95

4 large chicken strips  
CHOICE OF RANCH, HONEY MUSTARD or BBQ SAUCE

#### BUFFALO CHICKEN STRIPS 9.95

4 large chicken strips tossed in our  
buffalo sauce

#### PRETZELS N' CHEESE 5.95

#### MEX ROLLS 5.95

#### MAC N' CHEESE 5.95

#### FRENCH FRIES 2.95

ADD CHEESE .50

#### LOADED FRIES 4.95

Topped with bacon, cheese, scallions

#### SPINACH & ARTICHOKE DIP 8.95

Creamy blend of spinach, artichokes & cheese

#### CHILI (Seasonal)

CUP 4.25 BOWL 5.25

### SALADS

#### HOUSE SALAD 4.95

Lettuce, tomato, cucumber, onion  
ADD CHICKEN 3.00

#### CAESAR SALAD 4.95

Romaine lettuce, tomato, croutons, parmesan cheese  
ADD CHICKEN 3.00

#### GRILLED CHICKEN SALAD 7.95

Grilled chicken breast, lettuce, tomato,  
cucumber, onion

#### UNION GRILLED CHICKEN

#### PASTA SALAD 9.95

Chilled tri colored rotini, fresh tomato, cucumber,  
and scallions with our secret seasoning.

#### GRILLED STEAK SALAD 9.95

Grilled skirt steak, lettuce, tomato,  
cucumber, onion

#### SALAD DRESSINGS:

BALSAMIC VINAIGRETTE | OIL & VINEGAR  
RANCH | CAESAR

### SANDWICHES

SERVED WITH FRENCH FRIES OR WAFFLE FRIES

#### ITALIAN BEEF 6.95

#### ITALIAN SAUSAGE 6.95

#### ITALIAN COMBO SANDWICH 7.95

#### CHEESY BEEF 7.95

ADD CHEESE .50 | ADD HOT OR SWEET PEPPERS .75 EACH

#### GRILLED MAHI MAHI SANDWICH

Blackened mahi mahi, lettuce, tomato, avocado

#### PHILLY STEAK 6.95

Thinly sliced skirt steak, sauteed onions, green  
peppers, mushrooms and mozzarella cheese

#### PHILLY CHICKEN 6.95

Thinly sliced chicken breast, sauteed onions, green  
peppers, mushrooms, mozzarella cheese

#### ITALIAN PORKCHOP SANDWICH 9.95

Grilled onions, lemon, oregano, EVOO

#### GRILLED STEAK SANDWICH 9.95

Grilled onions, mozzarella

#### GRILLED CHICKEN SANDWICH 9.95

Marinated chicken breast, lettuce,  
tomato, mayo

#### BBQ CHICKEN SANDWICH 9.95

Marinated chicken breast, lettuce,  
tomato, BBQ sauce

#### BUFFALO CHICKEN SANDWICH 9.95

Marinated chicken breast, lettuce, bleu cheese,  
buffalo sauce

#### CLASSIC GRILLED CHEESE 6.95

ADD HAM 1.00

## HOT DOGS

SERVED WITH FRENCH FRIES OR WAFFLE FRIES

### CHICAGO DOG

Tomato, onion, relish, pickle, celery salt

### CHEESE DOG

### CHILI DOG

### CHILI CHEESE DOG

### TWISTED BACON DOG

## BRUNCH

SERVED ALL DAY

### BREAKFAST BURRITO 5.95

Scrambled eggs, bacon, cheddar, salsa

### BREAKFAST PANINI 5.95

Scrambled eggs, bacon, tomato, mozzarella

### STEAK N' EGGS 5.95

Grilled rib eyes, 2 eggs any style

## KIDS MENU

### GRILLED CHEESE 5.95

### CHEESE BURGER 5.95

### HOT DOG 5.95

### CHICKEN STRIPS 5.95

### MAC N' CHEESE 5.95

## BURGERS

SERVED WITH FRENCH FRIES OR WAFFLE FRIES

### UNION BURGER 5.95

Lettuce, tomato, pickle, onion, mustard, ketchup

### CHEESE BURGER 5.95

Lettuce, tomato, pickle, onion, american cheese mustard, ketchup

ADD BACON 1.00

### BLACK N' BLUE BURGER 7.95

Bacon, bleu cheese crumbles, blackened seasoning

### BUFFALO BURGER 7.95

Buffalo sauce, bleu cheese crumbles

### BIG MICK BURGER 7.95

Lettuce, onion, pickles, special sauce

### MEX BURGER 7.95

Avocado, lettuce, tomato, onion, sour cream, jalapeno, cheddar cheese

### CALI BURGER 7.95

Avocado, bacon, mozzarella

### HANGOVER BURGER 7.95

Fried egg, bacon, lettuce, tomato, cheddar

## DESSERTS

### TIRAMISU 5.95

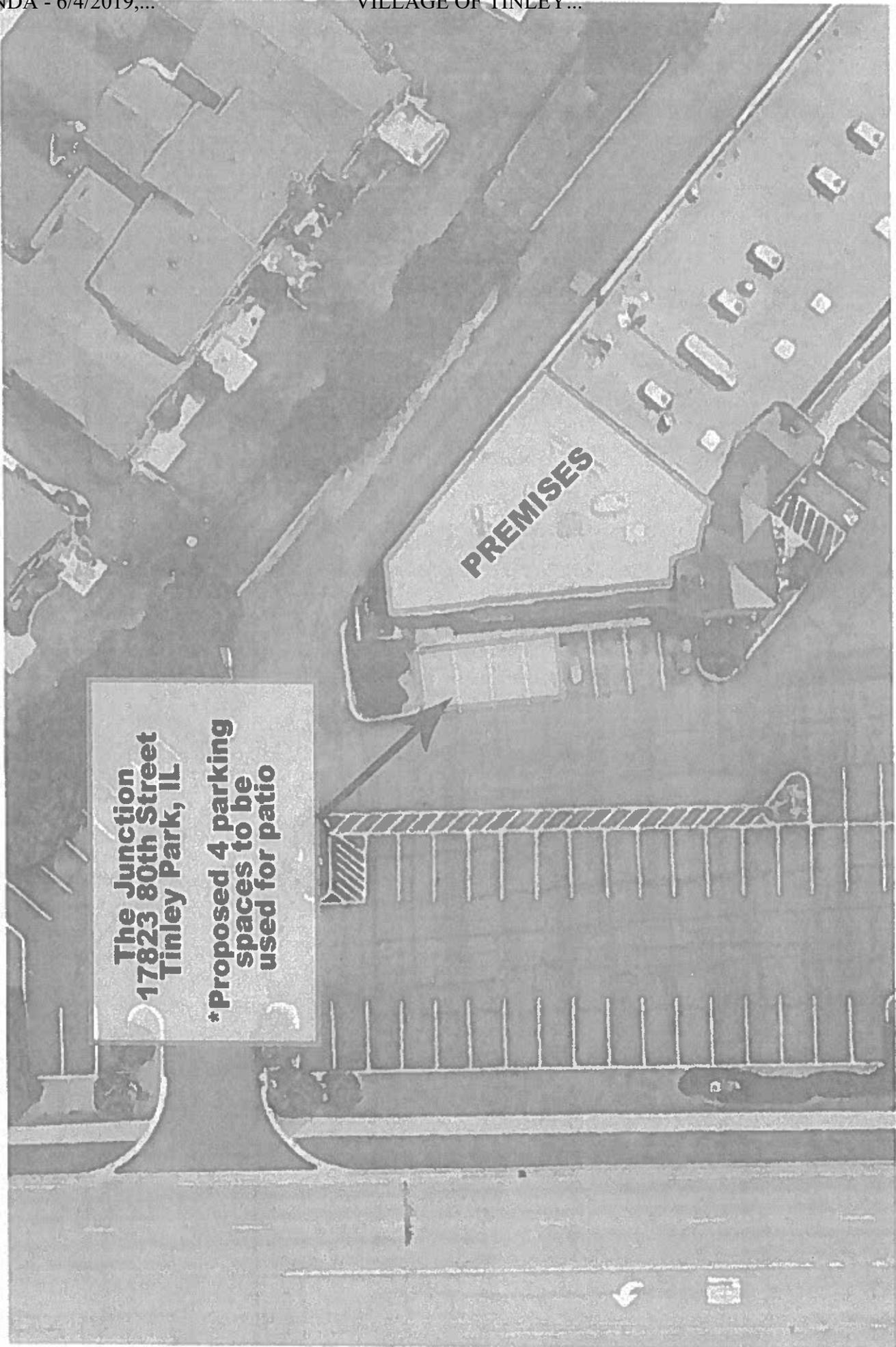
Handmade traditional Italian dessert

### CHEESECAKE 5.95

### CHEESECAKE 5.95

### CHEESECAKE 5.95

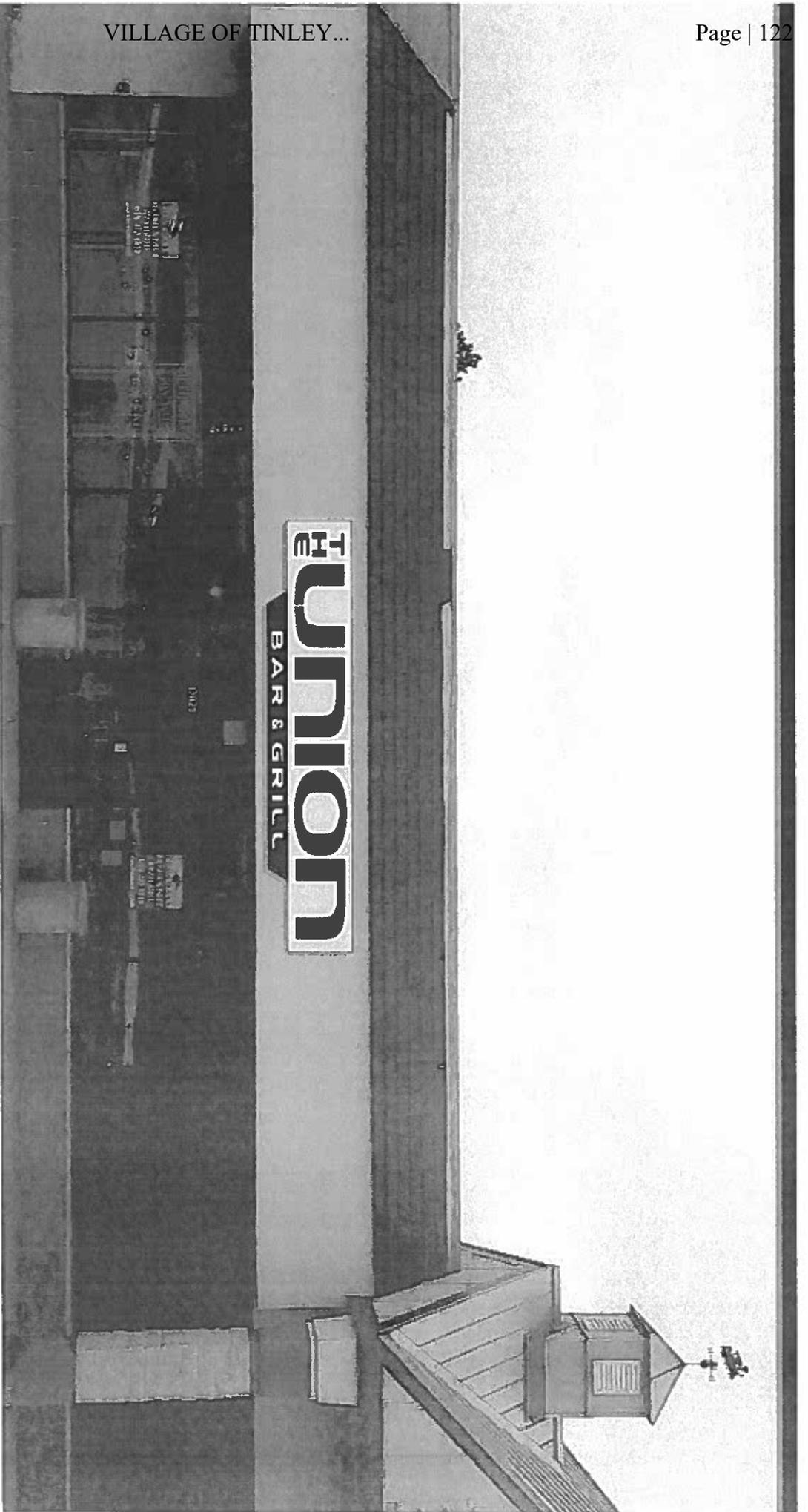
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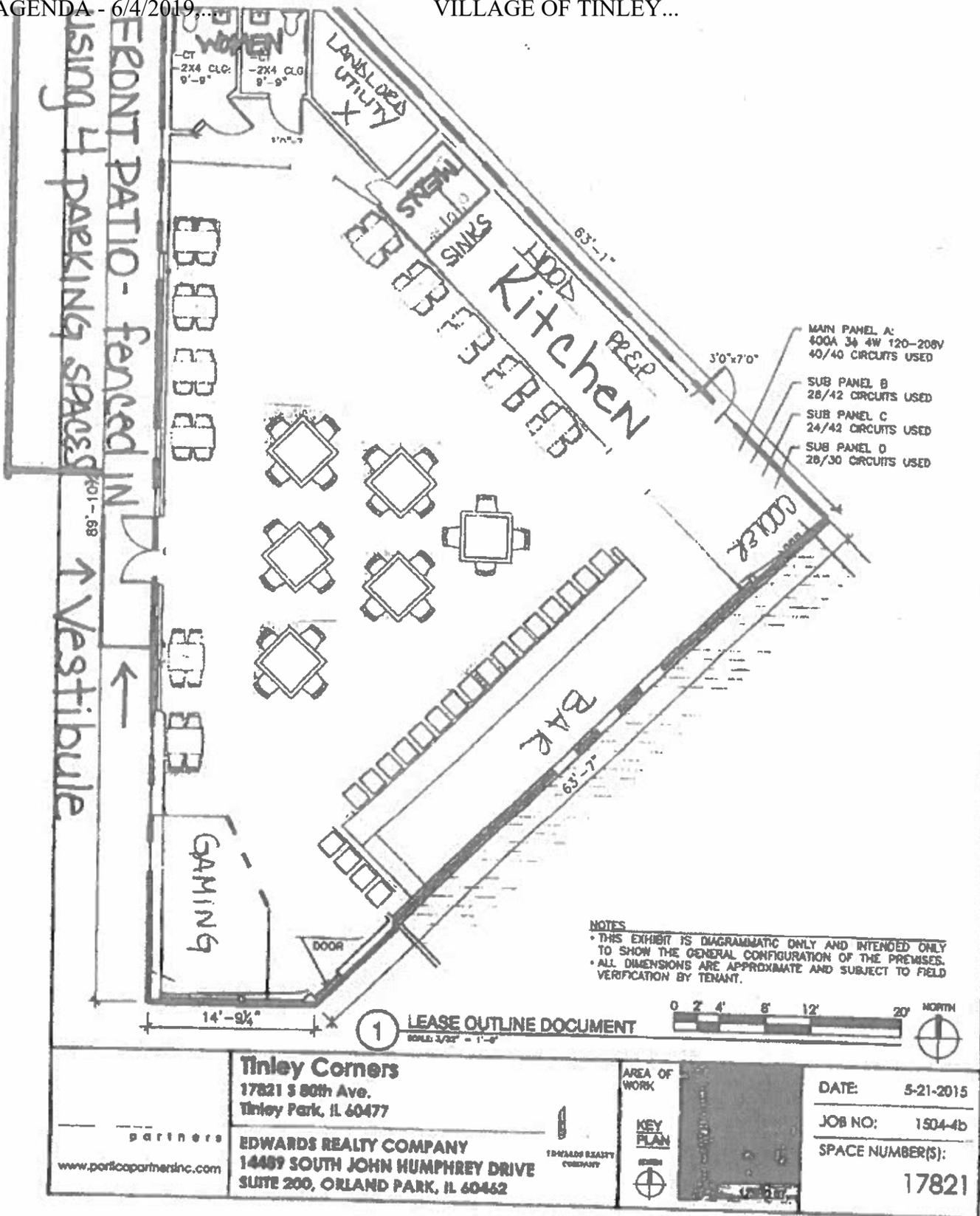


**The Junction  
17823 80th Street  
Tinley Park, IL**

**\*Proposed 4 parking  
spaces to be  
used for patio**

**PREMISES**





**Tinley Corners**  
17821 S 80th Ave.  
Tinley Park, IL 60477

**EDWARDS REALTY COMPANY**  
14489 SOUTH JOHN HUMPHREY DRIVE  
SUITE 200, ORLAND PARK, IL 60462

AREA OF WORK

KEY PLAN



DATE: 5-21-2015

JOB NO: 1504-4b

SPACE NUMBER(S):

17821

partners  
www.porticopartnersinc.com

EDWARDS REALTY COMPANY

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**THE VILLAGE OF TINLEY PARK**  
**Cook County, Illinois**  
**Will County, Illinois**

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**RESOLUTION**  
**NO. 2019-R-043**

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**A RESOLUTION APPROVING AN AGREEMENT WITH WGN RADIO FOR A TOURISM  
ADVERTISING CAMPAIGN**

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**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**

---

**RESOLUTION NO. 2019-R-043****A RESOLUTION APPROVING AN AGREEMENT WITH WGN RADIO FOR A TOURISM ADVERTISING CAMPAIGN**

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

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

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

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

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

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

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

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

**ADOPTED** this 4<sup>th</sup> day of June, 2019, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 4<sup>th</sup> day of June, 2019, by the President of the Village of Tinley Park.

---

Village President

ATTEST:

---

Village Clerk

**EXHIBIT 1**

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-043, “**A RESOLUTION APPROVING AN AGREEMENT WITH WGN RADIO FOR A TOURISM ADVERTISING CAMPAIGN,**” 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 4<sup>th</sup> day of June, 2019.

KRISTIN A. THIRION, VILLAGE CLERK



**The Village of Tinley Park will advertise with WGN Radio for the period as follows; June 1<sup>st</sup>, 2019 thru June 30<sup>th</sup>, 2019.**

**The Village of Tinley Park will receive the following:**

- 1x Long-Form Video with 2x Short-Form Videos (:30 & :15) created from long-form
- 4x Social Media Video Posts on WGN Radio Social Channels
- Targeted Mobile Distribution of :30 Video on Facebook/Trib Network
- Targeted Mobile Distribution of :15 Video or Photo Carousel on Instagram/Trib Network
- Photo Gallery on WGNRadio.com
- 2x :30 Recorded Commercials in every White Sox Game in June 48x Total
- 1x :10 Recorded Commercial in every White Sox Game in June 24x Total
- Bonus Schedule matched on the White Sox Radio Network of 10x affiliate stations 720x Total
- 5x Pairs of Tickets to White Sox Games (games to be mutually agreed upon) 10x Total
- 1x Live In-Studio Tasting in the Roe Conn Show on either June 21<sup>st</sup> or 28<sup>th</sup> to include:
  - 5x Promos Promoting the tasting
  - Min of 3x Live Mentions in the Roe leading up to the tasting
  - 3x :30 Live Reads during the Roe Conn Show on that Friday
- 48x Commercials to air on WGN Radio (mix of :60 Lives and :30 Recorded) 48x Total
- 1x Live On-Air Segment with a Tinley Park Official (exact show/date tbd)

**Total Net Investment:  
June - \$46,600**

**Advertiser:**      Accepted by: \_\_\_\_\_ (Signature)  
 \_\_\_\_\_ (Title)  
 \_\_\_\_\_ (Date)

**Station:**        Accepted by: \_\_\_\_\_ (Signature)  
 \_\_\_\_\_ (Title)  
 \_\_\_\_\_ (Date)

## **CONSULTING AGREEMENT**

**THIS CONSULTING AGREEMENT** (“Agreement”) is made and entered into by and between Rory Group, LLC, an Illinois limited liability company (the “Consultant”) and the Village of Tinley Park (“VOTP”) as of the 5th day of June 2019.

**WHEREAS**, “VOTP” wishes to obtain the benefits of Consultant’s experience and know-how in connection with the operation of “VOTP”’s business; and

**WHEREAS**, “VOTP” wishes to engage Consultant to render consulting and advisory services as well as introductions and referrals of new sources of business to “VOTP” on the terms and conditions set forth in this Agreement; and

**WHEREAS**, Consultant wishes to accept such engagement upon the terms and conditions set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises made by each party in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, “VOTP” and Consultant agree as follows:

1) **Consulting Services.**

- a) “VOTP” hereby engages Consultant as a consultant to “VOTP”, and Consultant hereby agrees to accept such engagement, upon the terms and conditions set forth in this Agreement. During the Term (as hereinafter defined) of this Agreement, Consultant shall: (1) advise and assist “VOTP” on ways to improve its operations; (2) Monitor and lobby the appropriate government officials at the State and County levels; (3) Provide the Village of Tinley Park current reports of major legislation that would affect the Village; (4) Formulate a strategy to help the Village of Tinley Park advance legislation at the State and County levels and in the private business community; (5) Coordinate and execute the strategy and provide advice on governmental and private business matters; (6) the Consultant will pursue Capitol opportunities on behalf of “VOTP” within a new Capitol Bill or a re-authorization of existing Capitol; (7) coordinate with “VOTP” to advance local and regional agenda. (8) perform such other additional services as may be assigned to Consultant from time to time by “VOTP” including, but not limited to, lobbying activities and expansion of governmental relations. (9) provide quarterly reports on activities.
- b) In performance of its duties under this Agreement, the Consultant shall report and be responsible only to the “VOTP” and/or designated representative, who shall be responsible for monitoring Consultant’s work under this Agreement.
- c) In the performance of its duties under this Agreement, Consultant agrees that it will not:
  - i) negotiate or enter into any oral or written contract, agreement, or arrangement on behalf of, or in the name of “VOTP”, or otherwise bind “VOTP”, in any manner whatsoever;

- ii) engage in any conduct, or cause "VOTP" to engage in any conduct, which would result in "VOTP"'s breach or violation of any agreement, law, ordinance, or regulation;
  - iii) sign any checks on behalf of or authorize any payments by "VOTP" in any manner whatsoever.
  - d) "VOTP" acknowledges and agrees that so long as such work does not conflict with this Agreement, Consultant is free to perform work on behalf of entities other than "VOTP" (provided such work does not directly or indirectly compete with the project Company is engaged in) but shall devote sufficient time to performance of its duties under this Agreement as shall be reasonably necessary for it to effectively perform those duties and protect the interests of "VOTP".
- 2) **Term**. The term of Consultant's retention and engagement under this Agreement shall begin on June 5, 2019 and shall end on June 4, 2020.
- 3) **Compensation**. In consideration of all services to be performed by Consultant under this Agreement, "VOTP" agrees to pay Consultant a total fee ("Fee") of Thirty-Six Dollars (\$36,000) over a period of one year. The Fee shall be paid on a monthly basis as follows: Three Thousand Dollars (\$3,000) by the 5th day of each month. Notwithstanding the foregoing, at any time during the Term of this Agreement, Company, at its sole discretion and without prior notice to Consultant, may elect to pay the Fee in one (1) payment.
- 4) **Payment of Taxes**. Consultant shall be responsible for payment of all taxes arising from Consultant's engagement under this Agreement, including federal and state income taxes and any Social Security (FICA) and/or self-employment taxes. "VOTP" will not pay any unemployment compensation or workers' compensation taxes or premiums on behalf of Consultant, or any other taxes of any nature whatsoever.
- 5) **Expenses**. Without the prior written consent of "VOTP", Consultant shall be responsible for all out-of-pocket expenses that the Consultant incurs in performance of its duties under this Agreement. "VOTP" reserves the right to review all expenses incurred by the Consultant on "VOTP"'s behalf. If "VOTP" elects to review the expenses incurred by Consultant, Consultant shall provide "VOTP" with a detailed expense report within ten (10) days after request by "VOTP" for the same.
- 6) **Termination of Agreement**. This agreement may be terminated by "VOTP" at any time for its convenience. In such event, Consultant should be entitled to receive all compensation due to it under this agreement.

"VOTP" may terminate this agreement for cause, if, in "VOTP"'s reasonable judgement, Consultant: (1) is unwilling or unable to perform its duties or obligations pursuant to this Agreement, (2) Commits any dishonest, fraudulent or grossly negligent act in its capacity as a Consultant to "VOTP" or engages in any other conduct that casts "VOTP" in a bad light by association, (3) in bad faith acts in a manner materially inconsistent with the best interests of "VOTP", or, (4) otherwise breaches this Agreement, (any of the above acts or omissions

herein after referred to as “Breach”), and does not cure such Breach to “VOTP”’s reasonable satisfaction within ten (10) days of receipt of written notices thereof from “VOTP”. In the event this Agreement is terminated for cause, Consultant should not be entitled to any further compensation.

- 7) **Independent Contractor**. It is understood that while this Agreement is in effect, Consultant is an independent contractor and not an employee of “VOTP”, and that this Agreement is not an employment agreement. Consultant shall not be deemed an employee, agent, partner, or joint venture of “VOTP”; and “VOTP” shall not exercise any control or supervision with respect to Consultant’s services, except to the extent that “VOTP” may provide specifications, descriptions, time schedules, and goals for projects and exercise the right to evaluate Consultant’s work product provided under this Agreement.
- 8) **Non-Disclosure**. Consultant acknowledges that in the course of the Term of this Agreement, Consultant will have access to confidential information of “VOTP”. Accordingly, Consultant agrees that it will not at any time, without the express prior written consent of the President of “VOTP”:
- a) disclose, directly or indirectly, any confidential information to anyone outside the employ of “VOTP”, except as may be reasonably necessary or appropriate in connection with the performance of its duties under this Agreement; or
  - b) use, directly or indirectly, any confidential information for the benefit of anyone other than “VOTP”.
- 9) **Indemnification**. “VOTP” shall indemnify Consultant from any and all liability, expenses, and costs (including reasonable attorney’s fees) resulting, directly or indirectly, from any non-compliance or breach of the terms of this Agreement by “VOTP”. Additionally, Consultant shall indemnify “VOTP” from any and all liability, expenses, and costs (including reasonable attorney’s fees) resulting, directly or indirectly, from any non-compliance or breach of the terms of this Agreement by Consultant.
- 10) **Notices**. All notices shall be given to the parties at the addresses set forth below, unless otherwise directed in writing. All payments by “VOTP” shall be made to Consultant at Consultant’s address set forth below unless otherwise directed in writing.

To Company:           The Village of Tinley Park  
                              ATTN: Mr. Dave Niemeyer, Village Manager  
                              16250 S. Oak Park  
                              Tinley Park, IL 60477

To Consultant:        Rory Group, LLC  
                              ATTN: Thomas A. Manion, Jr.  
                              212 W. Washington St., Unit 1904  
                              Chicago, IL 60606  
                              Facsimile: (312) 726-1405

Thomas R. Raines, Attorney at Law, LLC  
ATTN: Thomas R. Raines, Esq.  
815 W. Van Buren St., Suite 204  
Chicago, IL 60607  
Facsimile: (312) 226-1164

All notices, requests, consents, and other communications under this Agreement shall be in writing and shall be deemed to have been delivered on the date personally delivered or on the date deposited in the United States Postal Service, postage prepaid, by certified mail, return receipt requested.

- 11) **Assignability**. Neither party shall assign any of its rights or obligations under this Agreement to any other person or entity without the prior written consent of the non-assigning party. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns.
- 12) **Miscellaneous**.
  - a) This Agreement constitutes the entire agreement of Consultant and “VOTP” with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements between the parties in their entirety and may not be modified or amended in any way except in writing by both parties to this Agreement. All covenants, promises, and agreements set forth in the Agreement shall be binding, any apply to and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors, and assigns.
  - b) The terms of this Agreement shall be governed and construed according to the laws of the State of Illinois without regard to that state’s principles regarding choice of law.
  - c) If any part or parts of this Agreement are invalid or unenforceable for any reason, the remaining parts shall nevertheless be valid and enforceable.
  - d) Any party’s failure to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of the right of that party to enforce that provision at any time thereafter. No waiver of any breach of this Agreement shall be effective unless it is writing.

(Signature page follows)

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound, execute this Consulting Agreement as of the date set forth herein.

**CONSULTANT:**

**COMPANY:**

Rory Group, LLC

Village of Tinley Park

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

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

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

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

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

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

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**THE VILLAGE OF TINLEY PARK**  
**Cook County, Illinois**  
**Will County, Illinois**

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**RESOLUTION**  
**NO. 2019-R-044**

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**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE VILLAGE OF TINLEY PARK AND RORY GROUP, LLC**

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**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**

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**RESOLUTION NO. 2019-R-044****A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE VILLAGE OF TINLEY PARK AND RORY GROUP, LLC**

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

**WHEREAS**, the Village of Tinley Park (“Village”) and Rory Group, LLC (“Rory Group”) have negotiated a Professional Services Agreement (“Agreement”) in which Rory Group will consult and advise the Village on legislative matters related to public works, transportation, infrastructure, water resources, housing, and grant programs among other various topics; and

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

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

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

**SECTION 2:** That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village and its residents that the aforesaid Agreement between the Village and Rory Group, as set forth in Exhibit 1, be entered into and the Village President is hereby authorized to execute and memorialize said Agreement, subject to review and revision as to form by the Village Attorney.

**SECTION 3:** That the Petitioner, upon receipt of any monies from the Village shall provide a complete and total accounting of all costs, payments, and invoices to the Village.

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

**SECTION 5:** 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 4<sup>th</sup> day of June, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 4<sup>th</sup> day of June, 2019.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-044, “A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND RORY GROUP, LLC,” 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 4<sup>th</sup> day of June, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

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**THE VILLAGE OF TINLEY PARK**  
**Cook County, Illinois**  
**Will County, Illinois**

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**ORDINANCE**  
**NO. 2019-O-025**

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**AN ORDINANCE APPROVING TEXT AMENDMENTS TO SECTION II AND  
SECTION III.W OF THE ZONING ORDINANCE PERTAINING TO  
TELECOMMUNICATION SERVICE FACILITIES**

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

**CYNTHIA A. BERG**  
**WILLIAM P. BRADY**  
**WILLIAM A. BRENNAN**  
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**MICHAEL G. MUELLER**  
**Board of Trustees**

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**ORDINANCE NO. 2019-O-025****AN ORDINANCE APPROVING TEXT AMENDMENTS TO SECTION II AND SECTION III.W OF THE ZONING ORDINANCE PERTAINING TO TELECOMMUNICATION SERVICE FACILITIES**

**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 President and Board of Trustees of the Village of Tinley Park (“Village”) desires to amend Section II (“Definitions”) and Section III.W (“TCSF Regulations”) of the Tinley Park Zoning Ordinance pertaining to regulations for Telecommunication Service Facilities (“Text Amendments”); and

**WHEREAS**, the proposed text amendments have been referred to the Plan Commission of this Village and have been processed in accordance with the Village of Tinley Park Zoning Ordinance; and

**WHEREAS**, the Plan Commission held a public hearing on the proposed text amendments on May 2, 2019, at which time all persons were afforded an opportunity to be heard; and

**WHEREAS**, the Plan Commission voted unanimously in favor to recommend the Text Amendments to in the Tinley Park Zoning Ordinance; and

**WHEREAS**, the Plan Commission of this Village has filed its report of findings and recommendations that the proposed text amendments be granted with this President and Board of Trustees, and this Board of Trustees has duly considered said report of findings and recommendations; 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 approve said Text Amendments 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:** That the report and findings and recommendations of the Plan Commission of this Village are herein incorporated by reference as the findings of this Board of Trustees, as completely, as if fully recited herein at length.

**SECTION 2:** That Section II of the Tinley Park Zoning Ordinance entitled “DEFINITIONS” is hereby amended by adding the following underlined language in alphabetical order as follows:

ANTENNA: Any device or array that transmits and/or receives electromagnetic signals for voice, data or video communication purposes, including, but not limited to, television, AM/FM radio, microwave, cellular telephone and similar forms of communications, but excluding satellite earth stations less than six feet in diameter, any receive-only home television antennas and any antenna supported by a structure not greater than 72 feet in height, which is owned and operated by an amateur radio operator licensed by the FCC.

ANTENNA SUPPORT STRUCTURE: Any structure designed and constructed for the support of antennas, including any tower or disguised support structure, but excluding support structures not greater than 72 feet in height, owned and operated by an amateur radio operator licensed by the FCC. Such term shall also include any related and necessary cabinet or shelter.

CABINET: Casing or console, not including a shelter, used for the protection and security of communications equipment associated with one or more antennas, where direct access to equipment is provided from the exterior and do not exceed height of seven feet.

CO-LOCATION: The location and use of two or more antennas on a single antenna support structure.

DISGUISED SUPPORT STRUCTURE: Any freestanding, manmade structure, designed for the support of one or more antenna, the presence of which is camouflaged or concealed as an architectural or natural feature. Such structures may include, but are not limited to, clock towers, campaniles, observation towers, artificial trees, light standards, or similar alternative design mounting structures that camouflage or conceal the presence of a wireless service facility.

DISTRIBUTED ANTENNA SYSTEM: A network of spatially separated antenna nodes connected to a common source via a transport medium that provides wireless service within a geographic area or structure. Such systems can be either indoor or outdoor.

FREESTANDING CELL TOWER: A cell tower designed and constructed to stand alone on its own foundation, free of architectural or other supporting frames, or attachments, including, but not limited to, self-supporting (lattice) towers and monopoles.

GUYED TOWER: A tower that has tensioned cables attached to the tower and anchored at a distance from the structure's base.

MONOPOLE: A structure composed of a single spire, pole or tower used to support antennas or related equipment.

**PERSONAL WIRELESS TELECOMMUNICATION EQUIPMENT:** Equipment, inclusive of an antenna, that is part of a personal wireless telecommunications facility.

**PERSONAL WIRELESS TELECOMMUNICATIONS FACILITY:** An antenna, equipment, all applicable hardware, and related improvements used, or designed to be used, to provide wireless transmission of voice, data, images or other information including, but not limited to, cellular phone service, personal communication service, paging, and Wi-Fi antenna service.

**SHELTER:** A structure for the protection and security of communications equipment associated with one or more antennas, where access to equipment is gained from the interior of the structure.

**SMALL CELL WIRELESS FACILITY:** A personal wireless telecommunications facility consisting of an antenna and related equipment either installed singly or as part of a network to provide coverage or enhance capacity in a limited defined area supported on structures not initially designed to support such equipment.

**TCSF:** Telecommunication service facilities include the collective use of the terms "antenna," "antenna support structure," "cabinet," "disguised support structure," "freestanding tower," "shelter," "tower" and other similar objects and equipment to describe telecommunication service facilities.

**TOWER:** A structure designed for the support of one or more antennas, including self-supporting (lattice) towers, monopoles, or other freestanding towers, but not disguised support structures, or buildings.

**UTILITY POLE:** A pole or similar structure that is used in whole or in part by a communications service provider or for electric distribution, lighting, traffic control, or a similar function that is owned and maintained by Commonwealth Edison, Illinois Department of Transportation, Cook County, the Village of Tinley Park or similar public utility provider.

**SECTION 3:** That Section III.W of the Tinley Park Zoning Ordinance entitled "REGULATIONS FOR TELECOMMUNICATION SERVICE FACILITIES," is hereby amended to delete the entirety of the current code section and replace with the following language in numerical order:

**W. REGULATIONS FOR TELECOMMUNICATION SERVICE FACILITIES (TCSF)**

**1. Purpose and Intent**

- a. Promote the health, safety, and general welfare of the public by regulating the siting of wireless communications facilities and antennae;
- b. Minimize the visual, aesthetic, and public safety impacts of wireless communications facilities on surrounding areas by establishing standards for

location, structural integrity, and compatibility with existing telecommunication services;

- c. Encourage the location and Co-Location of wireless communications equipment on existing structures, thereby minimizing visual, aesthetic, and public safety impacts and effects and reducing the need for additional antenna supporting structures;
- d. Accommodate the growing need and demand for wireless communications services;
- e. Encourage coordination between providers of wireless communications services in the Village;
- f. Protect the character, scale, stability, and aesthetic quality of the residential districts of the Village by imposing certain reasonable restrictions on the placement of residential communication facilities;
- g. Establish predictable and balanced regulations governing the construction and location of wireless communications facilities;
- h. Provide for the removal of discontinued antenna supporting structures.

## **2. Exemptions**

- a. The Village is exempt from the regulations herein when there is a demonstrated need for telecommunication services provided by the Village.
- b. Any Small Cell Wireless Facility subject to the Illinois Small Wireless Facilities Deployment Act shall be exempt from these regulations except that the installations shall comply with the Design Standards located in Section III.W.5.c of the Zoning Ordinance (Small Cell Wireless Facility Design Standards) below. Alternatively, such Small Cell Wireless Facilities shall be subject to the regulations in Title IX, Chapter 106 of the Village's Code of Ordinances.

## **3. General Regulations:**

- a. All privately-owned Towers, Antennas, and related components shall not interfere with public safety communications infrastructure.
- b. The Petitioner shall demonstrate that the proposed Antenna(s) and support structure(s) are safe, and that surrounding areas will not be negatively affected by support structure failure, falling ice, or other debris.
- c. All TCSF support structures shall be fitted with anti-climbing devices, as

- approved by the manufacturer;
- d. All Towers and Antennas shall comply with the current standards and regulations of the Federal Communications Commission, the Federal Aviation Administration, and any other agency of the federal government with the authority to regulate owners and Antennas;
  - e. A TCSF shall not have signage or advertising other than signage required by state and federal laws, rules or regulations;
  - f. Co-Location and Location on Existing Structures Preferred: In order to minimize adverse visual impacts associated with the proliferation of Towers, Co-Location of Antennas by more than one provider on existing Towers and location of Antennas on existing buildings or structures shall take precedence over the construction of new Freestanding Cell Towers. If a new, Freestanding Cell Tower is proposed, a Special Use Permit shall not be granted unless the Petitioner demonstrates, compliance with the following:
    - (1) A diligent effort has been made to locate the Antenna on an existing Freestanding Cell Tower, building or structure and that due to valid considerations including physical constraints and economic or technological feasibility, no other appropriate location is available;
    - (2) Covenants shall be recorded which require that the Petitioner allow, on a commercially reasonable basis, other providers of personal wireless service facilities and other Antennas to Co-Locate on the proposed Freestanding Cell Tower, where such Co-Location is technologically feasible; and
    - (3) The Site Plan for the construction of a new Freestanding Cell Tower shall delineate an area, either on site or on adjacent property, near the base of the Tower to be used for the placement of additional equipment and buildings for other users. To the extent that the site for the new Freestanding Cell Tower is adequate to allow Co-Location on such site, the Petitioner must allow, on a commercially reasonable basis, other providers to locate on site.
  - g. Structural Integrity: A TCSF, including Antenna(s), other component parts, and all related equipment anchorage, shall be designed to withstand the wind force referenced in the applicable building and/or electrical codes currently adopted by the Village including loading without the use of guy wires and including the Telecommunications Industry Association Standards (TIA-222-H, as amended from time to time). As part of the permit application process, the Petitioner shall provide the Village with a structural evaluation of each specific location establishing that the proposed installation meets or exceeds the standards described herein. The evaluation shall be prepared by a structural engineer licensed in the State of Illinois with drawings sealed with a professional seal and including geotechnical verification of the structural design.

h. Abandonment:

- (1) In the event the use of a TCSF is discontinued for a period of sixty (60) consecutive days, the TCSF shall be deemed to be abandoned. The equipment owner/operator and the property owner shall notify the Community Development Director of its discontinuation. The Community Development Director or their designee shall determine the date of abandonment based on documentation required from the TCSF owner/operator, property owner, or other appropriate sources. Upon abandonment, the TCSF owner/operator shall have an additional sixty (60) days within which to:
  - i. Reactivate the use of the TCSF either by said owner/operator or transfer of the Tower to another owner/operator for such use within the aforesaid sixty (60) day period. Transfer of the TCSF to another owner/operator shall not require Special Use Permit approval provided use of the TCSF is re-activated within the sixty (60) day period, and that the use of the TCSF complies with all conditions of the original Special Use Permit approval and the terms of this Ordinance;
  - ii. Dismantle and remove the TCSF at which time any Special Use Permit approval shall become null and void; and
  - iii. Request approval from the Village Board to allow the abandoned TCSF to remain for a specified period of time. If said approval is granted, the TCSF shall be reactivated or removed within the time period approved by the Village Board as per regulations herein.

**4. Regulations for Locating TCSF**

- a. Hierarchy of TCSF Locations: In accordance with Section III.W.3.f (Co-Location and Location on Existing Structures Preferred ) of the Zoning Ordinance, the Petitioner must perform their due diligence and demonstrate there are no suitable Co-Location opportunities available on existing TCSF locations. Such Co-Location shall be permitted uses subject to Site Plan approval and regulations provided herein. If no such locations exist, then a new TCSF location, including new Freestanding Cell Towers, shall be sited in accordance with Section III.W.4.c (Location Requirements for New TCSF Locations) of the Zoning Ordinance below.
- b. Location Requirements for TCSF Co-Locations
  - (1) Antennas shall be attached to existing Freestanding Cell Towers or on existing non-residential structures. Existing non-residential structures include tall buildings, water towers and utility structures such as electrical towers used to

support the new Antennas. New support poles may be installed within an existing non-residential structure's dimensions with Site Plan approval.

- (2) Attachment to Existing Freestanding Cell Tower: Antennas shall not project above the top of the monopole and shall not interfere with other Antennas on the monopole.
  - (3) New ground equipment and structures shall meet the requirements of new equipment in Section W.4.c.(2) of the Zoning Code listed below.
  - (4) Attachment to Existing Non-Residential Building:
    - i. Antennas shall only be permitted on the rear and side walls of a building.
    - ii. Antennas attached to an existing building shall not exceed one foot (1') above the top parapet of the building. Antennas shall not project more than one foot (1') from the side of a building.
    - iii. Antennas shall be made to blend into the architecture of the building.
  - (5) Approval for Antenna Co-Location on Existing Freestanding Cell Tower or Existing Structure
    - i. The Petitioner must obtain Site Plan Approval with review and approval by the Plan Commission if the Co-Location involves changes to ground equipment that would alter the existing footprint of the existing ground equipment enclosure.
    - ii. If located on Village property the Petitioner must complete a lease agreement with the Village. When a Special Use Permit or Site Plan Approval is required, such agreement must be agreed upon prior to scheduling meetings for the Special Use Permit or Site Plan Approval.
    - iii. The Petitioner must obtain a Building Permit from the Community Development Department.
- c. Location Requirements for New TCSF Locations
- (1) New Freestanding Cell Towers shall be sited in accordance with the hierarchy below.
    - i. A new Freestanding Cell Tower shall first be located on Village-owned property where there is likely to be less visual impact and more visual impact controls. If there are no sites available on Village-owned property, then a new Freestanding Cell Tower shall be located on property owned by a publicly-elected body or district (e.g. library district, park district,

school district, etc.). The Petitioner must perform their due diligence and demonstrate there are no suitable locations available on Village-owned property.

- ii. If there are no suitable sites available as listed in paragraph i in the hierarchy above, then a new Freestanding Cell Tower shall be located on property within the M-1 (General Manufacturing) Zoning District, provided that the proposed Freestanding Cell Tower is not within one thousand (1,000) feet of a Residential Zoning District or is separated from a Residential Zoning District by a freeway or principal arterial road. The Petitioner must perform their due diligence and demonstrate there are no locations available on any higher levels in the hierarchy.
- iii. If there are no suitable sites available as listed in paragraphs i or ii in the hierarchy above, then a new Freestanding Cell Tower shall be located on property within the ORI (Office and Restricted Industrial) Zoning District, provided that the proposed Freestanding Cell Tower is not within one thousand (1,000) feet of a Residential Zoning District or is separated from a Residential Zoning District by a freeway or principal arterial road. The Petitioner must perform their due diligence and demonstrate there are no locations available on any higher levels in the hierarchy.
- iv. If there are no suitable sites available as listed in paragraphs i, ii, or iii in the hierarchy above, then a new Freestanding Cell Tower shall be located on property in any Business district, provided that the proposed Freestanding Cell Tower is not within one thousand (1,000) feet of a Residential Zoning District or is separated from a Residential Zoning District by a freeway or principal arterial road. The Petitioner must perform their due diligence and demonstrate there are no locations available on any higher levels in the hierarchy.
- v. All other locations (all residential zoning districts and within 1,000 feet of any residential zoning district) for new Freestanding Cell Towers shall require the Petitioner perform due diligence and demonstrate that there are no locations available in the hierarchy of locations listed above. The petitioner shall demonstrate that they are utilizing the least visually obtrusive location. Location of new Freestanding Cell Towers in any Legacy District location is the least preferred location. Disguised Support Structures shall be required for all locations not listed in the hierarchy of locations (i-iv) above.

(2) Yards and Setbacks:

- i. A Freestanding Cell Tower and the associated ground equipment shall be permitted in a rear yard.

- ii. A Freestanding Cell Tower and the associated ground equipment must be set back at least ten feet (10') from the principal structure and ten feet (10') from property lines.
- (3) Approval for New Freestanding Cell Towers
- i. The Petitioner must obtain Site Plan Approval with review and approval by the Plan Commission.
  - ii. The Petitioner must obtain a Special Use Permit with review by the Plan Commission and approval by the Village Board.
  - iii. If located on Village property, the Petitioner must complete a lease agreement with the Village. When a Special Use Permit or Site Plan Approval is required, such agreement must be agreed upon prior to scheduling meetings for the Special Use Permit or Site Plan Approval.
  - iv. The Petitioner must obtain a Building Permit from the Community Development Department.
- d. Conditions for All TCSF Locations
- (1) Maximum Height:
- i. A Freestanding Cell Tower's monopole may extend up to 100' from grade. A lightning rod may extend up to 5' above the top of the monopole.
  - ii. Antennas attached to an existing Freestanding Cell Tower shall not project above the top of the monopole.
- (2) Color:
- i. A Freestanding Cell Tower, Antennas, and all related equipment and appurtenances shall be a color that blends with the surroundings.
  - ii. The use of reflective materials is prohibited.
  - iii. Any wiring shall be covered with an appropriate cover or cable shield. No wiring may be visible.
- (3) Future Co-Locations: All new Freestanding Cell Towers must allow for a minimum of one (1) Co-Location by other potential users.
- (4) Disguised Towers: The Village encourages the use of Disguised Support Structures on Freestanding Cell Towers such as flag poles, monopines, or architectural elements. Such Disguised Support Structures are required as

described in Section III.W.4.c.(1).v. of the Zoning Code above.

(5) Screening:

- i. The Freestanding Cell Tower shall be architecturally compatible with the surrounding buildings and land uses or shall be otherwise integrated, through location and design, to blend in with the existing characteristics of the site to the extent practical.
- ii. All associated ground equipment shall be screened by a masonry shelter or enclosure at least six feet (6') in height but no taller than eight feet (8') in height. The enclosure shall have a security gate matching the structural integrity and aesthetic design of the enclosure.
- iii. Landscaping is required around the ground equipment enclosure in accordance with the recommendation from the Village's Landscape Architect or as required by the Village's Landscape Ordinance, as amended from time to time.

**5. Regulations for Small Cell Wireless Facilities**

a. Small Cell Wireless Facility Locations

- (1) Small Cell Wireless Facilities may be installed on existing Utility Poles in the public right-of-way compliance with the Village's Code of Ordinances.
- (2) When an existing Utility Pole does not exist in compliance with Section III.W.5.a.(1) of the Zoning Ordinance above, a Small Cell Wireless Facility shall require Special Use Permit approval.
- (3) Separation Requirement: Small Cell Wireless Facilities (not exempt from these regulations) shall be attached to a Utility Pole located a minimum of five hundred (500) feet from any other Utility Pole on which a Small Cell Wireless Facility is mounted. A lesser separation may be approved if the Petitioner provides evidence that the lesser separation is necessary to close a significant gap in the Petitioner's services or to otherwise provide adequate services to customers, and the proposed Small Cell Wireless Facility location is the least intrusive means to do so.

b. Conditions

- (1) Maximum Number of Antennas: Not more than one (1) Small Cell Wireless Facility shall be located on a single pole or structure.
- (2) Surface Area of Antenna:

- i. The Small Cell Wireless Antenna, including Antenna panels, whip Antennas or dish-shaped Antennas, shall not have a surface area of more than six (6) cubic feet.
  - ii. No single dimension of the Antenna or associated equipment shall exceed six (6) feet.
  - iii. Omnidirectional or whip Antennas shall not extend more than six (6) feet from the pole.
- c. Design Standards
- (1) Overall Size: The smallest suitable small cell Antennas, equipment, and facilities available for industry use shall be utilized for all installations.
  - (2) Stealth Requirement: The use of stealth technology in the location and construction of Small Cell Wireless Facilities is required. Stealth technology means using the least visually and physically intrusive design and equipment to employ methods that blend into surroundings and not be visible; and to minimize adverse aesthetic and visual impacts on the right-of-way, property, building and/or other facilities adjacent to, surrounding and in generally the same area as the requested location of such Small Cell Wireless Facilities.
  - (3) Maximum Height: The top of the highest point of the Antenna shall not extend more than ten (10) feet above the highest point of the existing pole.
  - (4) Minimum Height: The bottom of the lowest point of the Antenna shall not be lower than twelve (12) feet above grade.
  - (5) Minimum Equipment Height: The operator of a Small Cell Wireless Facility shall, whenever possible, locate the base of the equipment or appurtenances at the highest height possible on the pole, but no lower than nine (9) feet above grade.
  - (6) Pole Visual Interference: Small Cell Wireless Facilities shall not interfere with or block any existing signage or other Village installations (banners, holiday décor, flowers, etc.) located on a pole.
  - (7) Extensions: Extensions to poles utilized for the purpose of connecting a Small Cell Wireless Facility shall be fabricated from non-metallic material of a neutral color approved by the Village, and shall have a degree of strength capable of supporting the entire Small Cell Wireless Facility and cabling and capable of withstanding wind forces and ice loads in accordance with the structural integrity standards set forth in Section W.3.h. of the Zoning Code above. An extension shall be securely bound to the Utility Pole perpendicular to the ground in accordance with applicable engineering standards for the

design and attachment of such extensions. No extensions fabricated from wood shall be permitted.

- (8) Wires and Cables: Any wiring and cables associated with a Small Cell Wireless Facility must be run through the hollow interior of the pole. If proven to be infeasible to run inside of the pole, all wiring and cables shall be covered with an appropriate cover or cable shield. No exterior wires or cables shall be visible under any circumstance.
- (9) Color:
  - i. A Small Cell Wireless Facility, including the Antenna and all related equipment, extensions, appurtenances and covers, shall be a neutral color that blends with the existing pole and the surroundings of the Utility Pole on which it is mounted.
  - ii. The use of reflective materials is prohibited.
- (10) Antenna Panel Covering: A Small Cell Wireless Facility Antenna shall include a radome, cap, or other Antenna panel covering or shield and shall be of a color that blends with the color of the Utility Pole on which it is mounted.
- (11) Guy Wires: No guy or other support wires shall be used in connection with a Small Cell Wireless Facility unless proposed to be attached to an existing Utility Pole that incorporated guy wires prior to the date that a Petitioner has applied for a permit. No additional guy wires shall be added to a utility pole for the purpose of supporting a Small Cell Wireless Facility. If additional guy wires are required for structural integrity reasons, the Utility Pole shall be required to be replaced to be self-supporting and structurally sound without the use of guy wires.
- (12) Decorative Column and Lantern Light Poles: Locating Small Cell Wireless Facilities on a decorative column, lantern or similar light pole located within the Legacy Code Zoning District for visual and aesthetic enhancement reasons (train stations, public facilities, pedestrian walks or corridors, etc.), shall be discouraged. Alternatives to utilizing these decorative light poles should be used including the installation on private property. When Co-Located on decorative light poles, a Small Cell Wireless Facilities shall keep the existing appearance of the light pole and any extensions shall be disguised in a manner similar to the design and appearance of the pole. Due diligence shall be required to indicate proper structural integrity and non-interference with signage or other Village installations (banners, holiday décor, flowers, etc.) located on a pole.
- (13) Undergrounding: Any mechanical equipment or Antenna equipment

associated with a Small Cell Wireless Facility that cannot be located on the pole because of structural reasons or because of other restrictions, such as height and size allowances, shall be concealed underground. When located in a public right-of-way where other utilities are not required to complete the same undergrounding requirements, mechanical equipment shall not be required to be placed underground. If the undergrounding of equipment is not possible, feasible or required as stated above, as determined by the Community Development Department or Public Works Department, equipment shall be mounted within a concealment box designed as a decorative pole base or within unobtrusive equipment enclosures mounted directly to the pole. Any ground mounted equipment shall not create a safety or tripping hazard, shall ensure any walkways remain in compliance with all state and federal accessibility laws and shall be constructed in compliance with all Village right-of-way ordinances and design standards.

- (14) Screening: Additional landscaping and fencing shall be required to help mitigate the effects of any ground-mounted equipment not feasible to be located underground. This shall include screening all visual appearance of the equipment from roadways and pedestrian facilities. This screening may be used in conjunction with other stealth methods. This may be required by Village staff as part of any permit approval or by the Plan Commission and Village Board as required for any Site Plan, Special Use or Variation requests.
- (15) Burial or Removal of Utility Poles: If a utility pole with a Small Cell Wireless Facility is planned to be buried or removed and is no longer required for a utility or public purpose, then the Small Cell Wireless Facility and all associated equipment shall be removed by the carrier within ninety (90) days of notice from the Village or organization which owns/operates the utility pole. The Small Cell Wireless Facility may apply to be relocated to another nearby site in compliance with this ordinance. No Small Cell Wireless Facilities shall be permitted to be placed on utility poles with active studies, plans or permits to be replaced or buried.
- (16) Illumination: Small Cell Wireless Facilities shall not be artificially illuminated or marked, except as required by law.
- (17) Signage: No signage or advertising shall be visible on any part of the Small Cell Wireless Facility, except as required by law.

d. Approval

- (1) Small Cell Wireless Facilities shall be permitted uses when in compliance with Section III.W.5.a (Small Cell Wireless Facility Locations) of the Zoning Ordinance above.

- (2) If a Small Cell Wireless Facility is proposed and not in compliance with the location requirements as outlined in Section III.W.5.a (Small Cell Wireless Facility Locations) of the Zoning Ordinance above, the Petitioner shall have an option to request a Special Use Permit with review by the Plan Commission and approval by the Village Board. Any Special Use for a Small Cell Wireless Facility request shall comply with the Standards for a Special Use as outlined in the Zoning Code and shall provide proof that a diligent effort has been made to locate the facility in accordance with the requirements and that due to valid considerations including physical constraints and economic or technological feasibility, no other appropriate location is available.
- (3) If located within a Village right-of-way, the Petitioner must complete a lease, master pole agreement or similar agreement with the Village prior to approval of the Special Use Permit.
- (4) The Petitioner must obtain a Small Cell Wireless Facility or similar building permit from the Community Development Department.

**6. Regulations for Distributed Antenna Systems (DAS)**

a. Location

- (1) All Distributed Antenna Systems must be installed on private property.
- (2) Exterior Antennas shall be located upon existing poles or structures.
- (3) Associated exterior equipment shall only be allowed in a rear yard or on the roof of a principal structure and shall not be located within a front yard or side yards.

b. Conditions

- (1) Surface Area of Antennas: Each Antenna within a Distributed Antenna System shall not have a surface area of more than seven (7) square feet. The surface area shall be calculated by measuring all faces of the Antenna visible from the public right-of-way.
- (2) Height:
  - i. The top of the highest point of the Antenna shall not extend beyond the height of the existing structure that the Antenna is mounted upon.
  - ii. Associated equipment located on the roof of a principal structure shall not exceed ten feet (10') in height.

## (3) Color:

- i. A Distributed Antenna System, including the Antenna and all related equipment and appurtenances, shall be a color that blends with the surroundings of the structure on which it is mounted.
- ii. The use of reflective materials is prohibited.
- iii. Any wiring must be covered with an appropriate cover or cable shield.

## (4) Screening:

- i. The Distributed Antenna System shall be architecturally compatible with the proposed building as well as surrounding buildings and land uses or shall be otherwise integrated, through location and design, to blend in with the existing characteristics of the site.
- ii. All associated ground equipment shall be screened by a masonry enclosure at least six feet (6') in height but no taller than eight feet (8') in height. The enclosure shall have a security gate matching the structural integrity of the remainder of the enclosure.
- iii. All associated equipment located on the roof of a principal structure shall be screened from view from all adjacent public right-of-ways.
- iv. Landscaping is required around the ground equipment enclosure in accordance with the recommendation from the Village's Landscape Architect or as required by the Village's Landscape Ordinance, as amended from time to time.

## c. Approval

- (1) The Petitioner must obtain Site Plan Approval with review and approval by the Plan Commission.
- (2) The Distributed Antenna System is a permitted use if in compliance with all location requirements set forth in Section III.W.6. of the Zoning Code above. Any Distributed Antenna System not in compliance must obtain a Special Use Permit with review by the Plan Commission and approval by the Village Board. Any Special Use request for a Distributed Antenna System shall comply with the Standards for a Special Use as outlined in the Zoning Code and shall provide proof that a diligent effort has been made to locate the facility in accordance with the requirements and that due to valid considerations including physical constraints and economic or technological feasibility, no other appropriate option is available.

(3) The Petitioner must obtain a Building Permit from the Community Development Department.

**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 4<sup>th</sup> day of June, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 4<sup>th</sup> day of June, 2019.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2019-O-025, “AN ORDINANCE APPROVING TEXT AMENDMENTS TO SECTION II AND SECTION III.W OF THE ZONING ORDINANCE PERTAINING TO TELECOMMUNICATION SERVICE FACILITIES,” 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 4<sup>th</sup> day of June, 2019.

KRISTIN A. THIRION, VILLAGE CLERK



# PLAN COMMISSION STAFF REPORT

May 2, 2019

## Location

Village-wide

## Approval Sought

Text Amendments to Section II and Section III.W. of the Zoning Ordinance

## WORKSHOP

### Text Amendments: Regulations for Telecommunication Service Facilities (TCSF)

## EXECUTIVE SUMMARY

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Consider recommending that the Village Board approve Text Amendments to Section II (Definitions) and Section III.W. (Regulations for Personal Wireless Service Facilities) of the Zoning Ordinance related to regulations for telecommunications service facilities, including but not limited to: regulations for Co-Locations, new Freestanding Cell Towers, Small Cell, and Distributed Antenna Systems DAS.

Staff has received numerous inquiries about small cell antennas and began researching how to regulate such technology in the best way. Additionally, the current regulations for Cell Towers and Co-Locations have room for clarification and improvement. Staff initially drafted regulations in 2017 that went through many workshops and public hearings on the subject. These regulations were ready for adoption in January 2018 but were placed on hold at the direction of legal counsel, due to concerns about proposed state and federal bills and rules that would preempt many local regulations.

The proposed text amendments will further regulate Small Cell Antennas on private property and will establish design standards required for all small cell facilities, including those covered by the state law. Staff drafted a new Section III.W. that encompasses regulations for all telecommunication service facilities (TCSF), including Cell Towers, Antenna Co-Locations, Small Cell Antennas, and Distributed Antenna Systems.

**Updates from the April 4, 2019 Workshop Staff Report are indicated in red.**

## Project Planner

Daniel Ritter, AICP  
Senior Planner

## BACKGROUND

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Regulations for telecommunication service facilities (TCSF) are a necessary component of a community's ability to regulate aesthetics. Cellular technology is continually changing and the Village's regulations must be updated from time to time to minimize the visual, aesthetic, and public safety impacts of wireless communications facilities on surrounding areas by establishing standards for location, structural integrity, and compatibility with existing telecommunication services.

The Telecommunications Act of 1996 states that local governments cannot "prohibit or have the effect of prohibiting wireless facilities," but also preserves local zoning authority over the "placement, construction, and modification of wireless facilities." This act prevents local authorities from outright banning telecommunications facilities from certain areas, which makes it difficult to regulate telecommunication facilities based upon traditional zoning district classifications (such as residential, business, industrial) that may cover large areas and constitute a prohibition. It should also be noted that the Act states that a municipality cannot regulate wireless services based on environmental or health effects of radio frequency emissions.

Illinois S.B. 1451, known as Small Wireless Facilities Deployment Act, was approved by the Illinois General Assembly and signed by Governor Rauner into law in April 2018. The law establishes state-wide regulations for collocation of small cell antennas located within the public right-of-way and on private commercial and industrial properties. The goal of this Act was to streamline the approval process for wireless providers who provide cellular access to the public. The regulations were specifically geared towards the improvement of 5G networks, which typically require greater use of small cell antennas in urbanized areas. The Act pre-empts local authority to regulate the siting of small cell antennas and requires that any small cell antenna co-located in accordance with the Act shall be considered a permitted use within a public right-of-way or on certain commercial or industrial properties. Additionally, the Act sets specific requirements in regards to height limitation, location, permitting process, review process, permit fees, and allowable rent. The Federal Communications Commission (FCC) also set new stricter rules that municipalities must follow including time limits for when applications must be acted on ("shot clock") and requiring telecommunication facilities to be treated similarly to other public utilities that serve the public.

Many municipalities have converted their "cell tower ordinance" into a comprehensive "wireless facilities ordinance" to address new technologies and incorporate the most recent regulatory changes. Staff proposed changes in late 2017 and received a unanimous recommendation of approval from the Plan Commission following a number of public meetings on the subject. Staff has made a few additional changes to those regulations that include:

1. Exemption of Small Cell Wireless Facilities in the public right-of-way that comply with the Small Cell Wireless Facilities Deployment Act.
2. Introduction of design standards for all small cell wireless facilities, including those permitted within the public right-of-ways.
3. Require disguising new TCSF locations when requested (via Special Use Permit) within 1,000 feet of a Residential Zoning District.
4. Consistency in terms and increased strength in the wording of regulations.
5. Reorganization to clearly indicate a hierarchy of permitted locations for cellular facilities. The hierarchy must be followed by requiring clear due diligence efforts showing the least obtrusive location in the hierarchy is being utilized. A Special Use is required for all new tower installations.
6. The proposed hierarchy from most preferred to least is as follows:
  - a. Co-Location of antennas on existing cellular tower or non-residential structure (including municipal water towers).
  - b. New cellular facility on Village-owned property.

- c. New cellular facility on public/taxing body property.
  - d. New cellular facility in M-1 zoned property, not within 1,000 feet of a Residential Zoning District.
  - e. New cellular facility in ORI zoned property, not within 1,000 feet of a Residential Zoning District.
  - f. New cellular facility in Business (B-1 through B-5) zoned property, not within 1,000 feet of a Residential Zoning District.
  - g. New Cellular facility in Residential (R-1 through R-7) zoned property or other zoning districts within 1,000 feet of a residentially zoned property.
  - h. New cellular facility within the Legacy Districts.
7. Site Plan approval is required for any co-location with new ground equipment screening and any new TCSF location.

## TYPES OF TCSF

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### Freestanding Cell Towers



**Co-Locations**

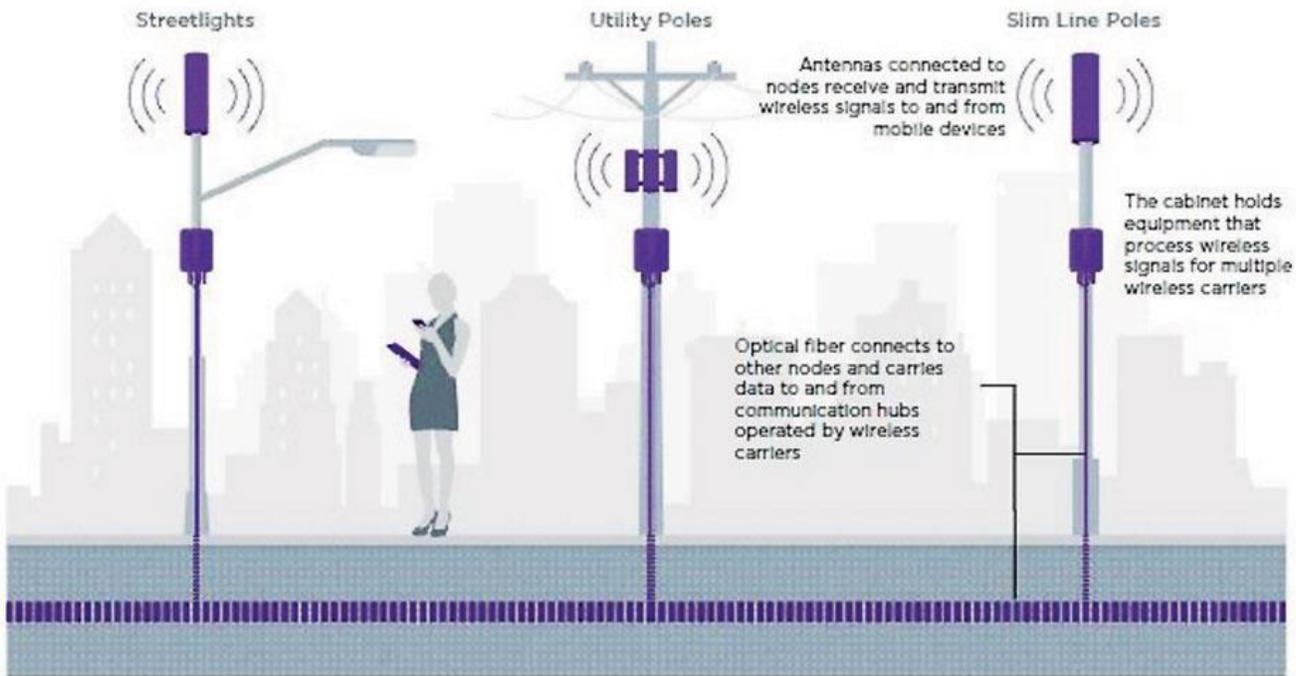


**Small Cell Antennas**



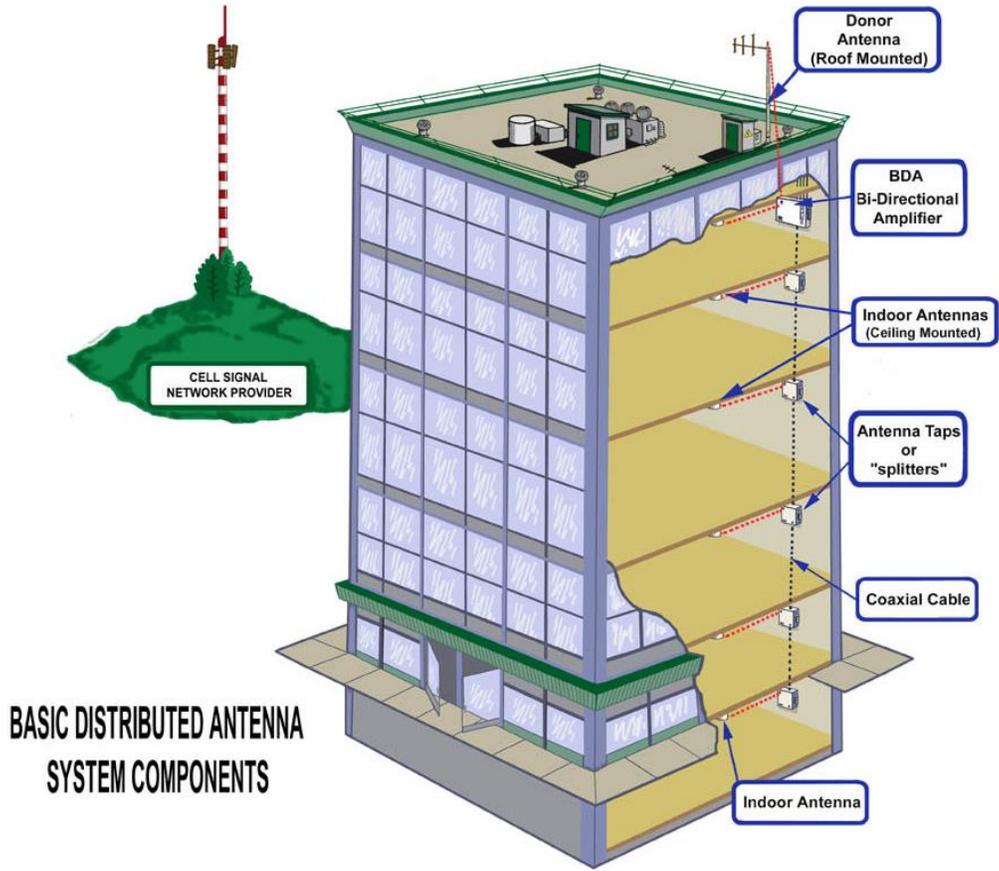
## What Are Small Cell Deployments?

Small cell deployments are complementary to towers, adding much needed coverage and capacity to urban and residential areas, venues, and anywhere large crowds gather

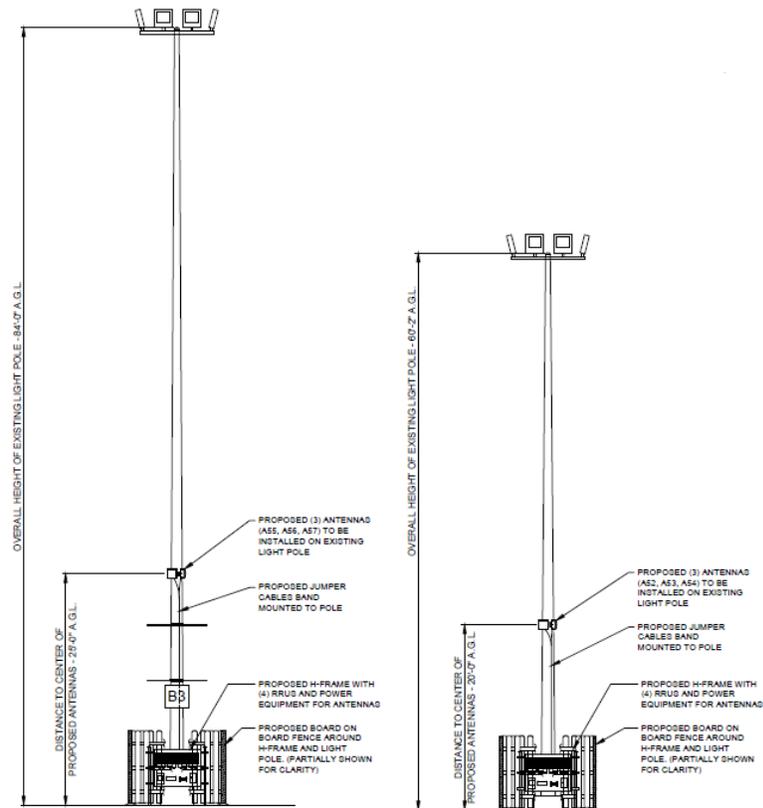


Source: Crown Castle

### Distributed Antenna Systems



**BASIC DISTRIBUTED ANTENNA SYSTEM COMPONENTS**



## CONSIDERATIONS

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Some topics for further discussion:

- Historically all new towers required a Special Use. This allowed for public input. Understanding that the Telecommunication Act does not allow a municipality from regulating wireless services based on environmental or health effects of radio frequency emissions, does the Commission wish to allow certain locations by right as a permitted use. This would then not allow for public input.
- Is the Commission comfortable with the location hierarchy that has been imposed with Village owned property as the first choice for location of a new tower and the Legacy Districts as the least favored choice? The hierarchy would require due diligence to prove they cannot meet a location higher on the hierarchy.
- The proposed ordinance requires a masonry enclosure for equipment. Does the Commission wish to require this of all installations and require the applicant to request a variance if they want something else; or does the Commission feel comfortable allowing PVC vinyl fencing in some locations (i.e. Com Ed Easement, or sites not visible from public ROW)
- Does the Commission agree with staff's recommendation to require antenna attached to a structure to be permitted only on the rear (opposite of main entrance/façade) and sides of a building?
- Small Cell locations on decorative light poles as least desirable? This would allow location on private property or construction of a new small cell pole before this is permitted.

**Plan Commission discussed the changes at length in the workshop meeting. The Commission generally agreed with staff's recommended hierarchy for new towers, including that the Legacy District should be the last possible option, even if it can't be prohibited. The Commission did recommend breaking out commercial and residential districts into separate categories which are presented in the new draft ordinance. There was also some discussion about not requiring a Special Use Permit in some instance where denial would be difficult or where the Village had control. However, the Commission recommended that all new pole locations require a Special Use Permit to ensure that all surrounding property owners are at least notified before a new pole is erected.**

**The Commission agreed with the small cell design standards for all small cell locations within the Village. They agreed these were least preferred on the decorative light poles in the Legacy District. Staff noted that the Village Attorney was reviewing the wording and requirements to prohibit small cell antennas on the decorative lantern light poles. Upon review, it was noted that the State law prevents the Village from specifically prohibiting any utility pole or requiring that a specific utility pole type be used for small cell antennas. The section's wording has been changed to be less restrictive but still indicate that it is not preferred and require that the character and aesthetic design of the pole remain.**

## RECOMMENDED MOTION

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If the Plan Commission wishes to take action, the following motion is in the appropriate form:

"...make a motion to recommend that the Village Board approve Text Amendments to Section II (Definitions) and Section III.W. (Regulations for Personal Wireless Service Facilities) of the Zoning Ordinance related to regulations for telecommunications service facilities, including but not limited to: regulations for new freestanding cell towers, co-locations, small cell, and distributed antenna systems as indicated in Staff's draft Text Amendments dated 4/11/2019."

*...with the following changes: [any changes that the Plan Commission wishes to make to the draft Text Amendments]*

**VOTP Zoning Ordinance – 2019 Proposed Regulations for TCSF**  
*Last Edited 4/11/2019 by DR*

**Consider the Following Amendments to Section III of the Zoning Ordinance:**

**W. REGULATIONS FOR TELECOMMUNICATION SERVICE FACILITIES (TCSF)**

**1. Purpose and Intent**

- a. Promote the health, safety, and general welfare of the public by regulating the siting of wireless communications facilities and antennae;
- b. Minimize the visual, aesthetic, and public safety impacts of wireless communications facilities on surrounding areas by establishing standards for location, structural integrity, and compatibility with existing telecommunication services;
- c. Encourage the location and Co-Location of wireless communications equipment on existing structures, thereby minimizing visual, aesthetic, and public safety impacts and effects and reducing the need for additional antenna supporting structures;
- d. Accommodate the growing need and demand for wireless communications services;
- e. Encourage coordination between providers of wireless communications services in the Village;
- f. Protect the character, scale, stability, and aesthetic quality of the residential districts of the Village by imposing certain reasonable restrictions on the placement of residential communication facilities;
- g. Establish predictable and balanced regulations governing the construction and location of wireless communications facilities;
- h. Provide for the removal of discontinued antenna supporting structures.

**2. Exemptions**

- a. The Village is exempt from the regulations herein when there is a demonstrated need for telecommunication services provided by the Village.
- b. Any Small Cell Wireless Facility subject to the Illinois Small Wireless Facilities Deployment Act shall be exempt from these regulations except that the installations shall comply with the Design Standards located in Section III.W.5.c of the Zoning Ordinance (Small Cell Wireless Facility Design Standards) below. Alternatively, such Small Cell Wireless Facilities shall be subject to the regulations in Title IX, Chapter 106 of the Village's Code of Ordinances.

**VOTP Zoning Ordinance – 2019 Proposed Regulations for TCSF**  
*Last Edited 4/11/2019 by DR*

**3. General Regulations:**

- a. All privately-owned Towers, Antennas, and related components shall not interfere with public safety communications infrastructure.
- b. The Petitioner shall demonstrate that the proposed Antenna(s) and support structure(s) are safe, and that surrounding areas will not be negatively affected by support structure failure, falling ice, or other debris.
- c. All TCSF support structures shall be fitted with anti-climbing devices, as approved by the manufacturer;
- d. All Towers and Antennas shall comply with the current standards and regulations of the Federal Communications Commission, the Federal Aviation Administration, and any other agency of the federal government with the authority to regulate owners and Antennas;
- e. A TCSF shall not have signage or advertising other than signage required by state and federal laws, rules or regulations;
- f. Co-Location and Location on Existing Structures Preferred: In order to minimize adverse visual impacts associated with the proliferation of Towers, Co-Location of Antennas by more than one provider on existing Towers and location of Antennas on existing buildings or structures shall take precedence over the construction of new Freestanding Cell Towers. If a new, Freestanding Cell Tower is proposed, a Special Use Permit shall not be granted unless the Petitioner demonstrates, compliance with the following:
  - (1) A diligent effort has been made to locate the Antenna on an existing Freestanding Cell Tower, building or structure and that due to valid considerations including physical constraints and economic or technological feasibility, no other appropriate location is available;
  - (2) Covenants shall be recorded which require that the Petitioner allow, on a commercially reasonable basis, other providers of personal wireless service facilities and other Antennas to Co-Locate on the proposed Freestanding Cell Tower, where such Co-Location is technologically feasible; and
  - (3) The Site Plan for the construction of a new Freestanding Cell Tower shall delineate an area, either on site or on adjacent property, near the base of the Tower to be used for the placement of additional equipment and buildings for other users. To the extent that the site for the new Freestanding Cell Tower is adequate to allow Co-Location on such site, the Petitioner must allow, on a commercially reasonable basis, other providers to locate on site.

**VOTP Zoning Ordinance – 2019 Proposed Regulations for TCSF***Last Edited 4/11/2019 by DR*

- g. **Structural Integrity:** A TCSF, including Antenna(s), other component parts, and all related equipment anchorage, shall be designed to withstand the wind force referenced in the applicable building and/or electrical codes currently adopted by the Village including loading without the use of guy wires and including the Telecommunications Industry Association Standards (TIA-222-H, as amended from time to time). As part of the permit application process, the Petitioner shall provide the Village with a structural evaluation of each specific location establishing that the proposed installation meets or exceeds the standards described herein. The evaluation shall be prepared by a structural engineer licensed in the State of Illinois with drawings sealed with a professional seal and including geotechnical verification of the structural design.
- h. **Abandonment:**
  - (1) In the event the use of a TCSF is discontinued for a period of sixty (60) consecutive days, the TCSF shall be deemed to be abandoned. The equipment owner/operator and the property owner shall notify the Community Development Director of its discontinuation. The Community Development Director or their designee shall determine the date of abandonment based on documentation required from the TCSF owner/operator, property owner, or other appropriate sources. Upon abandonment, the TCSF owner/operator shall have an additional sixty (60) days within which to:
    - i. Reactivate the use of the TCSF either by said owner/operator or transfer of the Tower to another owner/operator for such use within the aforesaid sixty (60) day period. Transfer of the TCSF to another owner/operator shall not require Special Use Permit approval provided use of the TCSF is re-activated within the sixty (60) day period, and that the use of the TCSF complies with all conditions of the original Special Use Permit approval and the terms of this Ordinance;
    - ii. Dismantle and remove the TCSF at which time any Special Use Permit approval shall become null and void; and
    - iii. Request approval from the Village Board to allow the abandoned TCSF to remain for a specified period of time. If said approval is granted, the TCSF shall be reactivated or removed within the time period approved by the Village Board as per regulations herein.

**4. Regulations for Locating TCSF**

- a. **Hierarchy of TCSF Locations:** In accordance with Section III.W.3.f (Co-Location and Location on Existing Structures Preferred ) of the Zoning Ordinance, the Petitioner must perform their due diligence and demonstrate there are no suitable Co-Location opportunities available on existing TCSF locations. Such Co-Location shall be permitted uses subject to Site Plan approval and regulations provided herein. If no such locations exist, then a new TCSF location, including

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new Freestanding Cell Towers, shall be sited in accordance with Section III.W.4.c (Location Requirements for New TCSF Locations) of the Zoning Ordinance below.

b. Location Requirements for TCSF Co-Locations

- (1) Antennas shall be attached to existing Freestanding Cell Towers or on existing non-residential structures. Existing non-residential structures include tall buildings, water towers and utility structures such as electrical towers used to support the new Antennas. New support poles may be installed within an existing non-residential structure's dimensions with Site Plan approval.
- (2) Attachment to Existing Freestanding Cell Tower: Antennas shall not project above the top of the monopole and shall not interfere with other Antennas on the monopole.
- (3) New ground equipment and structures shall meet the requirements of new equipment in Section W.4.c.(2) of the Zoning Code listed below.
- (4) Attachment to Existing Non-Residential Building:
  - i. Antennas shall only be permitted on the rear and side walls of a building.
  - ii. Antennas attached to an existing building shall not exceed one foot (1') above the top parapet of the building. Antennas shall not project more than one foot (1') from the side of a building.
  - iii. Antennas shall be made to blend into the architecture of the building.
- (5) Approval for Antenna Co-Location on Existing Freestanding Cell Tower or Existing Structure
  - i. The Petitioner must obtain Site Plan Approval with review and approval by the Plan Commission if the Co-Location involves changes to ground equipment that would alter the existing footprint of the existing ground equipment enclosure.
  - ii. If located on Village property the Petitioner must complete a lease agreement with the Village. When a Special Use Permit or Site Plan Approval is required, such agreement must be agreed upon prior to scheduling meetings for the Special Use Permit or Site Plan Approval.
  - iii. The Petitioner must obtain a Building Permit from the Community Development Department.

c. Location Requirements for New TCSF Locations

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- (1) New Freestanding Cell Towers shall be sited in accordance with the hierarchy below.
- i. A new Freestanding Cell Tower shall first be located on Village-owned property where there is likely to be less visual impact and more visual impact controls. If there are no sites available on Village-owned property, then a new Freestanding Cell Tower shall be located on property owned by a publicly-elected body or district (e.g. library district, park district, school district, etc.). The Petitioner must perform their due diligence and demonstrate there are no suitable locations available on Village-owned property.
  - ii. If there are no suitable sites available as listed in paragraph i in the hierarchy above, then a new Freestanding Cell Tower shall be located on property within the M-1 (General Manufacturing) Zoning District, provided that the proposed Freestanding Cell Tower is not within one thousand (1,000) feet of a Residential Zoning District or is separated from a Residential Zoning District by a freeway or principal arterial road. The Petitioner must perform their due diligence and demonstrate there are no locations available on any higher levels in the hierarchy.
  - iii. If there are no suitable sites available as listed in paragraphs i or ii in the hierarchy above, then a new Freestanding Cell Tower shall be located on property within the ORI (Office and Restricted Industrial) Zoning District, provided that the proposed Freestanding Cell Tower is not within one thousand (1,000) feet of a Residential Zoning District or is separated from a Residential Zoning District by a freeway or principal arterial road. The Petitioner must perform their due diligence and demonstrate there are no locations available on any higher levels in the hierarchy.
  - iv. If there are no suitable sites available as listed in paragraphs i, ii, or iii in the hierarchy above, then a new Freestanding Cell Tower shall be located on property in any Business district, provided that the proposed Freestanding Cell Tower is not within one thousand (1,000) feet of a Residential Zoning District or is separated from a Residential Zoning District by a freeway or principal arterial road. The Petitioner must perform their due diligence and demonstrate there are no locations available on any higher levels in the hierarchy.
  - v. All other locations (all residential zoning districts and within 1,000 feet of any residential zoning district) for new Freestanding Cell Towers shall require the Petitioner perform due diligence and demonstrate that there are no locations available in the hierarchy of locations listed above. The petitioner shall demonstrate that they are utilizing the least visually obtrusive location. Location of new Freestanding Cell Towers in any

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Legacy District location is the least preferred location. Disguised Support Structures shall be required for all locations not listed in the hierarchy of locations (i-iv) above.

(2) Yards and Setbacks:

- i. A Freestanding Cell Tower and the associated ground equipment shall be permitted in a rear yard.
- ii. A Freestanding Cell Tower and the associated ground equipment must be set back at least ten feet (10') from the principal structure and ten feet (10') from property lines.

(3) Approval for New Freestanding Cell Towers

- i. The Petitioner must obtain Site Plan Approval with review and approval by the Plan Commission.
- ii. The Petitioner must obtain a Special Use Permit with review by the Plan Commission and approval by the Village Board.
- iii. If located on Village property, the Petitioner must complete a lease agreement with the Village. When a Special Use Permit or Site Plan Approval is required, such agreement must be agreed upon prior to scheduling meetings for the Special Use Permit or Site Plan Approval.
- iv. The Petitioner must obtain a Building Permit from the Community Development Department.

d. Conditions for All TCSF Locations

(1) Maximum Height:

- i. A Freestanding Cell Tower's monopole may extend up to 100' from grade. A lightning rod may extend up to 5' above the top of the monopole.
- ii. Antennas attached to an existing Freestanding Cell Tower shall not project above the top of the monopole.

(2) Color:

- i. A Freestanding Cell Tower, Antennas, and all related equipment and appurtenances shall be a color that blends with the surroundings.
- ii. The use of reflective materials is prohibited.

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- iii. Any wiring shall be covered with an appropriate cover or cable shield. No wiring may be visible.
- (3) Future Co-Locations: All new Freestanding Cell Towers must allow for a minimum of one (1) Co-Location by other potential users.
- (4) Disguised Towers: The Village encourages the use of Disguised Support Structures on Freestanding Cell Towers such as flag poles, monopines, or architectural elements. Such Disguised Support Structures are required as described in Section III.W.4.c.(1).v. of the Zoning Code above.
- (5) Screening:
  - i. The Freestanding Cell Tower shall be architecturally compatible with the surrounding buildings and land uses or shall be otherwise integrated, through location and design, to blend in with the existing characteristics of the site to the extent practical.
  - ii. All associated ground equipment shall be screened by a masonry shelter or enclosure at least six feet (6') in height but no taller than eight feet (8') in height. The enclosure shall have a security gate matching the structural integrity and aesthetic design of the enclosure.
  - iii. Landscaping is required around the ground equipment enclosure in accordance with the recommendation from the Village's Landscape Architect or as required by the Village's Landscape Ordinance, as amended from time to time.

**5. Regulations for Small Cell Wireless Facilities****a. Small Cell Wireless Facility Locations**

- (1) Small Cell Wireless Facilities may be installed on existing Utility Poles in the public right-of-way compliance with the Village's Code of Ordinances.
- (2) When an existing Utility Pole does not exist in compliance with Section III.W.5.a.(1) of the Zoning Ordinance above, a Small Cell Wireless Facility shall require Special Use Permit approval.
- (3) Separation Requirement: Small Cell Wireless Facilities (not exempt from these regulations) shall be attached to a Utility Pole located a minimum of five hundred (500) feet from any other Utility Pole on which a Small Cell Wireless Facility is mounted. A lesser separation may be approved if the Petitioner provides evidence that the lesser separation is necessary to close a significant gap in the Petitioner's services or to otherwise provide adequate services to customers, and the proposed Small Cell Wireless Facility location is the least

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intrusive means to do so.

b. Conditions

- (1) Maximum Number of Antennas: Not more than one (1) Small Cell Wireless Facility shall be located on a single pole or structure.
- (2) Surface Area of Antenna:
  - i. The Small Cell Wireless Antenna, including Antenna panels, whip Antennas or dish-shaped Antennas, shall not have a surface area of more than six (6) cubic feet.
  - ii. No single dimension of the Antenna or associated equipment shall exceed six (6) feet.
  - iii. Omnidirectional or whip Antennas shall not extend more than six (6) feet from the pole.

c. Design Standards

- (1) Overall Size: The smallest suitable small cell Antennas, equipment, and facilities available for industry use shall be utilized for all installations.
- (2) Stealth Requirement: The use of stealth technology in the location and construction of Small Cell Wireless Facilities is required. Stealth technology means using the least visually and physically intrusive design and equipment to employ methods that blend into surroundings and not be visible; and to minimize adverse aesthetic and visual impacts on the right-of-way, property, building and/or other facilities adjacent to, surrounding and in generally the same area as the requested location of such Small Cell Wireless Facilities.
- (3) Maximum Height: The top of the highest point of the Antenna shall not extend more than ten (10) feet above the highest point of the existing pole.
- (4) Minimum Height: The bottom of the lowest point of the Antenna shall not be lower than twelve (12) feet above grade.
- (5) Minimum Equipment Height: The operator of a Small Cell Wireless Facility shall, whenever possible, locate the base of the equipment or appurtenances at the highest height possible on the pole, but no lower than nine (9) feet above grade.
- (6) Pole Visual Interference: Small Cell Wireless Facilities shall not interfere with or block any existing signage or other Village installations (banners, holiday décor, flowers, etc.) located on a pole.

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- (7) Extensions: Extensions to poles utilized for the purpose of connecting a Small Cell Wireless Facility shall be fabricated from non-metallic material of a neutral color approved by the Village, and shall have a degree of strength capable of supporting the entire Small Cell Wireless Facility and cabling and capable of withstanding wind forces and ice loads in accordance with the structural integrity standards set forth in Section W.3.h. of the Zoning Code above. An extension shall be securely bound to the Utility Pole perpendicular to the ground in accordance with applicable engineering standards for the design and attachment of such extensions. No extensions fabricated from wood shall be permitted.
- (8) Wires and Cables: Any wiring and cables associated with a Small Cell Wireless Facility must be run through the hollow interior of the pole. If proven to be infeasible to run inside of the pole, all wiring and cables shall be covered with an appropriate cover or cable shield. No exterior wires or cables shall be visible under any circumstance.
- (9) Color:
- i. A Small Cell Wireless Facility, including the Antenna and all related equipment, extensions, appurtenances and covers, shall be a neutral color that blends with the existing pole and the surroundings of the Utility Pole on which it is mounted.
  - ii. The use of reflective materials is prohibited.
- (10) Antenna Panel Covering: A Small Cell Wireless Facility Antenna shall include a radome, cap, or other Antenna panel covering or shield and shall be of a color that blends with the color of the Utility Pole on which it is mounted.
- (11) Guy Wires: No guy or other support wires shall be used in connection with a Small Cell Wireless Facility unless proposed to be attached to an existing Utility Pole that incorporated guy wires prior to the date that a Petitioner has applied for a permit. No additional guy wires shall be added to a utility pole for the purpose of supporting a Small Cell Wireless Facility. If additional guy wires are required for structural integrity reasons, the Utility Pole shall be required to be replaced to be self-supporting and structurally sound without the use of guy wires.
- (12) Decorative Column and Lantern Light Poles: Locating Small Cell Wireless Facilities on a decorative column, lantern or similar light pole located within the Legacy Code Zoning District for visual and aesthetic enhancement reasons (train stations, public facilities, pedestrian walks or corridors, etc.), shall be discouraged. Alternatives to utilizing these decorative light poles

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should be used including the installation on private property. When Co-Located on decorative light poles, a Small Cell Wireless Facilities shall keep the existing appearance of the light pole and any extensions shall be disguised in a manner similar to the design and appearance of the pole. Due diligence shall be required to indicate proper structural integrity and non-interference with signage or other Village installations (banners, holiday décor, flowers, etc.) located on a pole.

- (13) **Undergrounding:** Any mechanical equipment or Antenna equipment associated with a Small Cell Wireless Facility that cannot be located on the pole because of structural reasons or because of other restrictions, such as height and size allowances, shall be concealed underground. When located in a public right-of-way where other utilities are not required to complete the same undergrounding requirements, mechanical equipment shall not be required to be placed underground. If the undergrounding of equipment is not possible, feasible or required as stated above, as determined by the Community Development Department or Public Works Department, equipment shall be mounted within a concealment box designed as a decorative pole base or within unobtrusive equipment enclosures mounted directly to the pole. Any ground mounted equipment shall not create a safety or tripping hazard, shall ensure any walkways remain in compliance with all state and federal accessibility laws and shall be constructed in compliance with all Village right-of-way ordinances and design standards.
- (14) **Screening:** Additional landscaping and fencing shall be required to help mitigate the effects of any ground-mounted equipment not feasible to be located underground. This shall include screening all visual appearance of the equipment from roadways and pedestrian facilities. This screening may be used in conjunction with other stealth methods. This may be required by Village staff as part of any permit approval or by the Plan Commission and Village Board as required for any Site Plan, Special Use or Variation requests.
- (15) **Burial or Removal of Utility Poles:** If a utility pole with a Small Cell Wireless Facility is planned to be buried or removed and is no longer required for a utility or public purpose, then the Small Cell Wireless Facility and all associated equipment shall be removed by the carrier within ninety (90) days of notice from the Village or organization which owns/operates the utility pole. The Small Cell Wireless Facility may apply to be relocated to another nearby site in compliance with this ordinance. No Small Cell Wireless Facilities shall be permitted to be placed on utility poles with active studies, plans or permits to be replaced or buried.
- (16) **Illumination:** Small Cell Wireless Facilities shall not be artificially illuminated or marked, except as required by law.

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(17) Signage: No signage or advertising shall be visible on any part of the Small Cell Wireless Facility, except as required by law.

d. Approval

- (1) Small Cell Wireless Facilities shall be permitted uses when in compliance with Section III.W.5.a (Small Cell Wireless Facility Locations) of the Zoning Ordinance above.
- (2) If a Small Cell Wireless Facility is proposed and not in compliance with the location requirements as outlined in Section III.W.5.a (Small Cell Wireless Facility Locations) of the Zoning Ordinance above, the Petitioner shall have an option to request a Special Use Permit with review by the Plan Commission and approval by the Village Board. Any Special Use for a Small Cell Wireless Facility request shall comply with the Standards for a Special Use as outlined in the Zoning Code and shall provide proof that a diligent effort has been made to locate the facility in accordance with the requirements and that due to valid considerations including physical constraints and economic or technological feasibility, no other appropriate location is available.
- (3) If located within a Village right-of-way, the Petitioner must complete a lease, master pole agreement or similar agreement with the Village prior to approval of the Special Use Permit.
- (4) The Petitioner must obtain a Small Cell Wireless Facility or similar building permit from the Community Development Department.

**6. Regulations for Distributed Antenna Systems (DAS)**

a. Location

- (1) All Distributed Antenna Systems must be installed on private property.
- (2) Exterior Antennas shall be located upon existing poles or structures.
- (3) Associated exterior equipment shall only be allowed in a rear yard or on the roof of a principal structure and shall not be located within a front yard or side yards.

b. Conditions

- (1) Surface Area of Antennas: Each Antenna within a Distributed Antenna System shall not have a surface area of more than seven (7) square feet. The surface area shall be calculated by measuring all faces of the Antenna visible from the public right-of-way.

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(2) Height:

- i. The top of the highest point of the Antenna shall not extend beyond the height of the existing structure that the Antenna is mounted upon.
- ii. Associated equipment located on the roof of a principal structure shall not exceed ten feet (10') in height.

(3) Color:

- i. A Distributed Antenna System, including the Antenna and all related equipment and appurtenances, shall be a color that blends with the surroundings of the structure on which it is mounted.
- ii. The use of reflective materials is prohibited.
- iii. Any wiring must be covered with an appropriate cover or cable shield.

(4) Screening:

- i. The Distributed Antenna System shall be architecturally compatible with the proposed building as well as surrounding buildings and land uses or shall be otherwise integrated, through location and design, to blend in with the existing characteristics of the site.
- ii. All associated ground equipment shall be screened by a masonry enclosure at least six feet (6') in height but no taller than eight feet (8') in height. The enclosure shall have a security gate matching the structural integrity of the remainder of the enclosure.
- iii. All associated equipment located on the roof of a principal structure shall be screened from view from all adjacent public right-of-ways.
- iv. Landscaping is required around the ground equipment enclosure in accordance with the recommendation from the Village's Landscape Architect or as required by the Village's Landscape Ordinance, as amended from time to time.

c. Approval

- (1) The Petitioner must obtain Site Plan Approval with review and approval by the Plan Commission.
- (2) The Distributed Antenna System is a permitted use if in compliance with all location requirements set forth in Section III.W.6. of the Zoning Code above.

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Any Distributed Antenna System not in compliance must obtain a Special Use Permit with review by the Plan Commission and approval by the Village Board. Any Special Use request for a Distributed Antenna System shall comply with the Standards for a Special Use as outlined in the Zoning Code and shall provide proof that a diligent effort has been made to locate the facility in accordance with the requirements and that due to valid considerations including physical constraints and economic or technological feasibility, no other appropriate option is available.

- (3) The Petitioner must obtain a Building Permit from the Community Development Department.

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**VOTP Zoning Ordinance – Proposed Changes to Definitions Related to TCSF***Last Edited 3/29/2019 by DR***Consider the Following Definitions for Section II of the Zoning Ordinance:**

**ANTENNA**: Any device or array that transmits and/or receives electromagnetic signals for voice, data or video communication purposes, including, but not limited to, television, AM/FM radio, microwave, cellular telephone and similar forms of communications, but excluding satellite earth stations less than six feet in diameter, any receive-only home television antennas and any antenna supported by a structure not greater than 72 feet in height, which is owned and operated by an amateur radio operator licensed by the FCC.

**ANTENNA SUPPORT STRUCTURE**: Any structure designed and constructed for the support of antennas, including any tower or disguised support structure, but excluding support structures not greater than 72 feet in height, owned and operated by an amateur radio operator licensed by the FCC. Such term shall also include any related and necessary cabinet or shelter.

**CABINET**: Casing or console, not including a shelter, used for the protection and security of communications equipment associated with one or more antennas, where direct access to equipment is provided from the exterior and do not exceed height of seven feet.

**CO-LOCATION**: The location and use of two or more antennas on a single antenna support structure.

**DISGUISED SUPPORT STRUCTURE**: Any freestanding, manmade structure, designed for the support of one or more antenna, the presence of which is camouflaged or concealed as an architectural or natural feature. Such structures may include, but are not limited to, clock towers, campaniles, observation towers, artificial trees, light standards, or similar alternative design mounting structures that camouflage or conceal the presence of a wireless service facility.

**DISTRIBUTED ANTENNA SYSTEM**: A network of spatially separated antenna nodes connected to a common source via a transport medium that provides wireless service within a geographic area or structure. Such systems can be either indoor or outdoor.

**FREESTANDING CELL TOWER**: A cell tower designed and constructed to stand alone on its own foundation, free of architectural or other supporting frames, or attachments, including, but not limited to, self-supporting (lattice) towers and monopoles.

**GUYED TOWER**: A tower that has tensioned cables attached to the tower and anchored at a distance from the structure's base.

**MONOPOLE**: A structure composed of a single spire, pole or tower used to support antennas or related equipment.

**PERSONAL WIRELESS TELECOMMUNICATION EQUIPMENT**: Equipment, inclusive of an antenna, that is part of a personal wireless telecommunications facility.

**PERSONAL WIRELESS TELECOMMUNICATIONS FACILITY**: An antenna, equipment, all applicable hardware, and related improvements used, or designed to be used, to provide

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wireless transmission of voice, data, images or other information including, but not limited to, cellular phone service, personal communication service, paging, and Wi-Fi antenna service.

**SHELTER**: A structure for the protection and security of communications equipment associated with one or more antennas, where access to equipment is gained from the interior of the structure.

**SMALL CELL WIRELESS FACILITY**: A personal wireless telecommunications facility consisting of an antenna and related equipment either installed singly or as part of a network to provide coverage or enhance capacity in a limited defined area supported on structures not initially designed to support such equipment.

**TCSF**: Telecommunication service facilities include the collective use of the terms "antenna," "antenna support structure," "cabinet," "disguised support structure," "freestanding tower," "shelter," "tower" and other similar objects and equipment to describe telecommunication service facilities.

**TOWER**: A structure designed for the support of one or more antennas, including self-supporting (lattice) towers, monopoles, or other freestanding towers, but not disguised support structures, or buildings.

**UTILITY POLE**: A pole or similar structure that is used in whole or in part by a communications service provider or for electric distribution, lighting, traffic control, or a similar function that is owned and maintained by Commonwealth Edison, Illinois Department of Transportation, Cook County, the Village of Tinley Park or similar public utility provider.

**VOTP Zoning Ordinance – Current Regulations for Personal Wireless Service Facilities****V. REGULATIONS FOR PERSONAL WIRELESS SERVICE FACILITIES****1. Locations:**

- a. Subject to Site Plan Approval, any such personal wireless service facilities shall be considered a Permitted Use if located on an existing freestanding tower, including co-locations, on Village-owned property. Provided no such Village-owned property meets the needs of the Petitioner, location on an existing freestanding tower, including co-locations, on non-Village owned property shall be considered a Permitted Use. Prior to construction of such facilities, the Petitioner must receive Site Plan Approval from the Plan Commission pursuant to the Site Plan review process set forth in Section III,T of this Ordinance;
- b. Except as provided in Subsection V.1.a above, a Special Use Permit is required and may be requested pursuant to the Special Use process set forth in Section X.J for any use that satisfies the definition of personal wireless service facility, as defined herein, provided that the proposed location satisfies any one of the criteria listed below:
  - (1) The proposed facility is a new structure on Village-owned property pursuant to an agreement with the Village and further provided that such facilities are so designed so as to allow and encourage co-location by other potential users;
  - (2) The proposed facility is a new structure and is on property owned by a municipal body or district (e.g. library district, park district, school district, etc.). The Petitioner must perform its due diligence and demonstrate there are no locations available that satisfy the criteria provided in V.1.a and V.1.b(1) above;
  - (3) The proposed facility is within the M-1 General Manufacturing District and (a) is not within one thousand (1,000) feet of a Residential Zoning District, or (b) is separated from Residential Zoning Districts by a freeway or principal arterial as defined by the Village of Tinley Park Comprehensive Plan. Further, the Petitioner must perform its due diligence and demonstrate there are no locations that satisfy the criteria provided in V.1.a, V.1.b(1) and V.1.b(2) above. If any such locations do exist, the Special Use Permit may be denied; and
  - (4) The proposed facility is attached to an existing structure within a non-residential or non-historic District. The Petitioner must perform its due diligence and demonstrate there are no locations that satisfy the criteria provided in V.1.a, V.1.b(1), V.1.b(2), and/or V.1.b(3) above. If any such locations do exist, the Special Use Permit may be denied.

**2. Maximum Height for Personal Wireless Service Facilities:**

**VOTP Zoning Ordinance – Current Regulations for Personal Wireless Service Facilities**

An applicant for approval of a personal wireless facility shall demonstrate that the personal wireless facilities do not exceed the minimum height required to function satisfactorily. Under any circumstances, personal wireless facilities shall not exceed the following height restrictions unless otherwise specifically approved by grant of a Special Use Permit as per Section X.J hereof:

- a. The maximum height of a freestanding tower shall not exceed one hundred (100) feet provided; however, that an applicant requesting a freestanding tower shall demonstrate that the tower antenna is the minimum height required to function satisfactorily;
- b. If mounted on the roof of an existing building or structure, the height of an antenna shall not exceed ten (10) feet above the height of the existing structure provided; however, that the maximum height may be increased if: (1) the radio signal would be impaired or blocked off if the antenna was located near the middle of the roof; and (2) the Village Board determines that it is preferable to locate the antenna at a location other than near the edge of the roof; and
- c. An antenna attached to the side of a building, structure, or tower shall not extend above the roof of the building, structure, or tower; provided, however, if the radio signal is distorted or blocked by structures located on the roof of the building, the Village may allow the height to exceed the height of the building, structure or tower in its discretion.

3. **Screening and Site Location for Personal Wireless Service Facilities Attached to Freestanding Towers:**

- a. Support structures and antennas shall have a non-contrasting blue, gray, or similar color that minimizes their visibility and is compatible with the surrounding landscape;
- b. Personal wireless service facilities should be architecturally compatible with the surrounding buildings and land uses or otherwise integrated, through location and design, to blend in with the existing characteristics of the site to the extent practical; and
- c. Personal wireless service facilities attached to a freestanding tower shall not be located between a principal building and a street or in the front yard of the lot in question. Such freestanding tower shall be located adjacent to the rear wall of the principal building unless: (1) it is shown that an alternate location results in more effective screening or blending of the tower into the surrounding landscape; or (2) the location has the effect of interfering with the operations of the principal use on the subject property; provided, however, such personal wireless service facilities nevertheless may not be located between the principal building and the street or in the front yard of the lot in question.

**VOTP Zoning Ordinance – Current Regulations for Personal Wireless Service Facilities****4. Screening and Site Location for Personal Wireless Service Facilities Attached to Existing Buildings or Structures:**

- a. Personal wireless service facilities may be attached to the wall or roof of a building subject to height restrictions in this Subsection therein. Such facilities shall not be attached to the front wall of a building unless it can be shown that other locations are not feasible and that the facilities shall be made to effectively blend into the architecture of the building;
- b. Personal wireless service facilities and their support structures attached to an existing building or structure shall be of a color identical to the building or that maximizes the blending of the facilities and support structures into the architecture of the building or structure; and
- c. Personal wireless service facilities and their support structures attached to an existing building or structure shall not extend more than twenty-four (24) inches beyond the wall of such building or structure.

**5. Screening and Site Location for Ground Level Equipment and Buildings:**

- a. Personal wireless service facilities may be attached to the wall or roof of a building subject to the height restrictions set fourth in this Subsection V;
- b. Landscaping consisting of shrubs and similar materials shall be provided surrounding the foundation of ground level buildings, structures, and fences subject to the review and approval of the Community Development Director;
- c. Ground level buildings and structures shall be designed and located to blend with the existing architecture and landscaping of the subject property and the surrounding area. Masonry facades shall be required for such buildings or structures unless otherwise allowed as a condition of the Special Use Approval; and
- d. Fencing may be provided as a condition of the Special Use Approval for the purpose of enclosing and screening freestanding towers or antennas and their support facilities. Such fencing shall comply with the requirements for residential fences contained in this Ordinance, except as specifically authorized by conditions for approval of a Special Use.

**6. Compliance with Governmental and other Safety Regulations:**

- a. The applicant shall demonstrate that the proposed antennas and support structure are safe and that surrounding areas will not be negatively affected by support structure failure, falling ice, or other debris. All support structures shall he fitted with anti-climbing devices, as approved by the manufacturer;

**VOTP Zoning Ordinance – Current Regulations for Personal Wireless Service Facilities**

- b. All towers and antennas shall comply with the current standards and regulations of the Federal Communications Commission, the Federal Aviation Administration, and any other agency of the federal government with the authority to regulate owners and antennas; and
- c. Upon application and approval, the Building Commissioner shall issue a Building Permit prior to construction of any tower or antenna. Said Building Permit shall verify that towers and antennas are constructed in compliance with applicable Village Building Codes and any requirements of the Electronic Industries Standards and the Federal Communications Commission, as well as the provisions herein.

**7. Co-Location and Location on Existing Structures Preferred:**

In order to minimize adverse visual impacts associated with the proliferation of towers, co-location of antennas by more than one provider on existing or new towers and location of antennas on existing buildings or structures shall take precedence over the construction of new freestanding towers. If a new, freestanding tower is proposed, Special Use Approval shall not be granted unless the applicant demonstrates compliance with the following:

- a. A diligent effort has been made to locate the antenna on an existing structure and that due to valid considerations including physical constraints and economic or technological feasibility, no other appropriate location is available;
- b. Covenants shall be recorded which require that the applicant allow, on a commercially reasonable basis, other providers of personal wireless service facilities and other antennas to co-locate on the proposed freestanding tower, where such co-location is technologically feasible; and
- c. The Site Plan for the construction of a new, freestanding tower shall delineate an area, either on site or on adjacent property, near the base of the tower to be used for the placement of additional equipment and buildings for other users. To the extent that the site for the new freestanding tower is adequate to allow co-location on such site, the applicant must allow, on a commercially reasonable basis, other providers to locate on site.

**8. Abandonment of Towers or Antennas:**

In the event the use of a tower or antenna is discontinued for a period of sixty (60) consecutive days, the tower or antenna shall be deemed to be abandoned. The Community Development Director shall determine the date of abandonment based on documentation required from the tower owner/operator or other appropriate sources. Upon abandonment, the tower owner/operator shall have an additional sixty (60) days within which to:

**VOTP Zoning Ordinance – Current Regulations for Personal Wireless Service Facilities**

- a. Reactivate the use of the tower either by said owner/operator or transfer of the tower to another owner/operator for such use within the aforesaid sixty (60) day period. Transfer of the tower to another owner/operator shall not require Special Use Approval provided use of the tower is re-activated within the sixty (60) day period, and that the use of the tower complies with all conditions of the original Special Use Approval and the terms of this Ordinance;
- b. Dismantle and remove the tower at which time any Special Use shall become null and void; and
- c. Request approval from the Board of Trustees to allow the abandoned tower or antenna to remain for a specified period of time. If said approval is granted, the tower shall be reactivated or removed within the time period approved by the Board of Trustees as per regulations herein.

**VOTP Zoning Ordinance – Current Definitions Related to  
Personal Wireless Service Facilities**

**ANTENNA:** An Antenna is any exterior apparatuses at a fixed location designed for telephonic, radio, data, internet, or other communications through the sending and/or receiving of electromagnetic waves, including equipment attached to a tower or building for the purpose of providing personal wireless services as defined herein.

**ANTENNA HEIGHT:** Antenna Height is the vertical distance measured from the lowest grade level within five (5) feet of the base of an antenna support structure to the highest point of the structure even if said highest point is an antenna.

**PERSONAL WIRELESS SERVICE/PERSONAL WIRELESS SERVICE FACILITIES:**  
As defined in Title 47, United States Code, Section 332(c)(7)(C), as amended now or in the future.

**TOWER, FREESTANDING:** A Freestanding Tower is a structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including self-supporting lattice towers, guy towers, or monopole towers. The term encompasses personal wireless service facilities, radio transmission towers, microwave towers, common carrier towers, cellular telephone towers, or personal communications services towers, alternative tower structures, and similar structures.



# Interoffice

## Memo

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**Date:** June 4, 2019

**To:** Mayor Vandenberg and Village Board  
Dave Niemeyer, Village Manager

**From:** Patrick Hoban, CEcD, EDFP  
Economic Development Manager

**Subject:** Boulevard at Central Station

### BACKGROUND

The Village Board adopted the attached incentive agreement (Attachment A) on November 6, 2018, for the South Street Mixed Use Development project. South Street, comprised of Hansen Development and Joseph Rizza (Developers), approached their bank for financing with said agreement. The commercial requirement stipulation is a concern for the bank as there is no guarantee the developer will receive any private side incentive.

### DISCUSSION

To alleviate this concern, the developer, at the direction of their bank, is requesting a "floor", (or base guarantee), on the commercial requirement stipulation (Attachment B). The proposed amendment recommends a "floor" of 25%.

The approved (current) agreement stipulated:

The Village will share up to 50% of the yearly TIF increment with the developer up to the maximum \$4,826,000. The percentage of the shared rebate is based on half the percentage of the leased available commercial square footage for lease.

This percentage paid to the developer will be reduced if less space is leased. For instance if there is 15,000 SF constructed leasable space and the developer leases 10,000 SF, the developer will receive 33.3% of the increment because they leased 66.6% of the available commercial space. However, the developer will not receive any increment if the lease is under 25% of the available commercial space.

The proposed amendment stipulates:

The Village will share up to 50% of the yearly TIF increment with the developer up to the maximum \$4,826,000. The percentage of the shared rebate is still based on the percentage of the available commercial square footage for lease; however the Village will share 50% of the

increment if more than 25% of the available space is leased and 25% of the increment if less than 25% of the available space is leased. This is the proposed two tier system:

- > 25% leased = 50% developer & 50% Village
- < 25% leased = 25% developer & 75% Village

Incentive Policy Checklist:

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

1. Due to its location in the Legacy District and inclusion in the New Bremen TIF, this project meets the **Target Development Area Incentive Policy Requirement**.
2. As a project expected to exceed \$1 million in capital investment, this project meets the **Minimum Capital Investment Incentive Policy Requirement**.
3. The project is believed to enhance the profitability and marketability of neighboring businesses.
4. The project will result in at least \$100,000 in annual tax revenue to the Village (in TIF increment) meeting the **Total Tax Revenue Incentive Policy Requirement**. The total projected 23 year TIF increment for the project is over \$17,000,000.
5. The project will enhance and improve the profitability and marketability of existing businesses in the community by creating density in downtown Tinley Park meeting the **Enhancement Incentive Policy Requirement**.

Strategic Plan Checklist:

1. Short Term Complex, Tier 1: Continue and advance Downtown development; have one major project started in 2017;
2. Short Term Complex, Tier 1: Improve the beautification of downtown and other key areas of the Village (i.e., streetscape; sign control; entrance signs);
3. Short Term Routine, Tier 2: Continue to maintain our Downtown, and surrounding areas, in a clean, attractive and vibrant manner; and
4. Long Term Complex, Tier 1: See ongoing downtown development and reinvestment continue.

Benefits:

- Create starter homes for young professionals;
- Create population density in downtown Tinley Park; Generate increment for our newly created New Bremen TIF District; and
- Generate employment opportunities.

**REQUEST**

Staff is requesting approval of a TIF incentive amendment for South Street's agreement Resolution NO. 2018-R-083. The Village Board discussed this item in closed session on May 21, 2019.



**FIRST AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT  
AGREEMENT FOR THE BOULEVARD AT CENTRAL STATION**

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR THE BOULEVARD AT CENTRAL STATION (“FIRST AMENDMENT”) BETWEEN THE VILLAGE OF TINLEY PARK, ILLINOIS (“VILLAGE”) AND SOUTH STREET DEVELOPMENT, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY (“DEVELOPER”) is made as of June 4, 2019.

**W I T N E S S E T H:**

**WHEREAS**, on March 14, 2019, the Village and the Developer entered into a “First Amended and Development Agreement” (“Original Agreement”); and

**WHEREAS**, the parties hereto now desire to amend the Original Agreement in certain respects (“Amendments”) as set forth herein and to memorialize their foregoing relationship; and

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, and other good and valuable consideration, the parties hereto hereby agree to the amendments by adding the underlined language and deleting the strikethrough language as follows:

1. **6.9 Residential Units – Standards.** If the residential units are initially marketed as apartments for rent and not condominiums, the following provisions shall apply:

1. Each residential unit (apartments) shall be of first-class construction, shall be no less than ~~730~~ 745 sq. feet shall but otherwise fully comply with all Village building codes and improvements, and no additional rent shall be charged for their inclusion and no prospective tenant/owner shall be allowed an option to have his/her rent reduced by elimination of one or more of the following:
  - All new kitchen appliances (including, at a minimum, an oven, stove, refrigerator, microwave oven, dishwasher and garbage disposal) Granite countertops for all bathroom and kitchen countertops Solid wood front and rear doors;
  - Upscale cabinets (to be chose by Developer and approved by the Planning Staff of the Village);
  - Double hung windows;
  - Hard floor surfaces and flooring materials in all rooms approved by Planning Staff of the Village; and
  - Each unit shall have its own separate laundry room and be equipped with a new washer and dryer.

2. **7.4 TIF Incentives.** Subject to the terms, conditions and restrictions of this Agreement and the Act, the Village shall pay to or on behalf of the Developer, its successors, assigns, transferees or designees solely from the Net Incremental Property Taxes in the TIF Fund remaining after payment of all Village administrative costs up to a maximum of Four Million Eight Hundred Twenty-Six Thousand (\$4,826,000.00) Dollars. Redevelopment Project Costs which are qualified for payment under this Agreement and applicable law and pursuant to the procedures set forth in Section 7.11 below (it being understood that the Village is in no way guarantying that there will be sufficient Incremental Property Taxes to pay the full Incentive Amount), all in accordance with the provisions of Section 7.11. . The Developer shall notify the Village from time to time of all new property index numbers (PINs) as they are issued by the County Clerk, it being understood that without such information the Village will be unable to calculate and determine the amount of Incremental Property Taxes, and failure of Developer to do so will release the Village from obligation to disburse any Incremental Property Taxes that may have been generated by the parcels that have the missing PINs until they are reported by the Developer to the Village. Such Incentive Amount shall be paid under the terms and conditions set forth in Sections 7.11.

The Developer shall only be entitled to collect the TIF Incentive Amount for a period of ten years from the first day of the next calendar year after the first occupancy permit is issued for Phase I of the Project. Provided however, in the event the Developer substantially completes Phase I of the Project, within two (2) years of the receipt of all governmental permits, the maximum period shall be twelve calendar years from the first day of the next calendar year following such permitting. Provided further, in the event the Developer substantially completes Phases II, within four (4) years of the receipt of all governmental permits for commencement of the Phase I construction, the Maximum Period shall be fifteen (15) years from the first day of the next calendar following such permitting. Substantial Completion means the issuance of an occupancy permit for the first residential or commercial space in the Project.

The maximum sums reimbursable for each phase of the TIF Reimbursement shall be adjusted by multiplying the "TIF Amount" by a fraction, the numerator of which is the total cost of construction for each phase and the denominator is the total cost of construction of all phases.

~~The Developer shall not be eligible to collect reimbursement amounts if more than 25% (7463 sq. ft.) of the required first floor commercial space (29,853sq ft.) excluding the accessory residential uses is vacant for a period of six consecutive months after the completion of Phase II of the Project.~~

3. **SECTION 7.8 "Repayment".** Commencing upon the receipt of tax increment funds received by the TIF, the funds shall be disbursed in accordance with the following schedule, specifically tied to the Developer's entry to and deliverance to the Village of bona fide letters of intent or executed leases from tenants, commercially reasonable and reasonably acceptable to the Village, of then available space in accordance with the following schedule.

- (a) 0% to 24% AREA LEASED. Shall entitle the Developer to a reimbursement of 25% of then available TIF Funds generated by the Project.
- (b) 25% to 100% AREA LEASED. Shall entitle the Developer to a reimbursement of 50% of then available TIF Funds generated by the Project.
- (c) For purposes of this Section, AREA LEASED shall mean the percentage amount of commercial area leased in a given calendar year as evidenced by actual occupancy, executed leases, or letters of intent. The formula for calculating the percentage of AREA LEASED shall be the amount of square footage of such commercial leased or under bona fide letter of intent for lease, expressed as the numerator, and the denominator shall be equal to the total square footage of the area available for commercial leasing as of the last date of such calendar year as provided herein.

***The formal written amount of the maximum incentive Developer shall be entitled to which is contained in the last sentence of Section 7.12(f) is hereby amended to accurately reflect Four Million Eight Hundred and Twenty-Six Thousand Dollars (\$4,826,000).***

All disbursement shall be measured based upon sums received in the prior year from TIF Funds, as defined by this Agreement, as of December 31<sup>st</sup> of each year.

For purposes of this section no commercial space which has remained continuously unoccupied for a 120 days within a calendar year shall be counted toward the calculation of "Area Leased" set forth above.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Village of Tinley Park, Illinois

South Street Development, LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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

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

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

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



# Interoffice

## Memo

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**Date:** June 4, 2019

**To:** Mayor Vandenberg and Village Board  
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, 2019. The Community Development Committee recommended this item for approval on May 28, 2019.



THE LAW OFFICES OF  
**LISTON & TSANTILIS**  
A PROFESSIONAL CORPORATION



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."

## LISTON &amp; TSANTILIS

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**

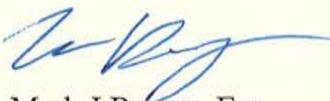
Virginia if the Tinley Park property does not receive the relief provided by the 6b Sustainable Emergency Relief Program. Moving to Virginia would force Applicant's employees to relocate or find new employment. Applicant prefers that both it and its employees remain in Tinley Park. If Applicant does 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.

**COOK COUNTY ASSESSOR**  
**FRITZ KAEGI**



COOK COUNTY ASSESSOR'S OFFICE  
 118 NORTH CLARK STREET, CHICAGO, IL 60602  
 PHONE: 312.443.7550 FAX: 312.603.6584  
 WWW.COOKCOUNTYASSESSOR.COM

**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

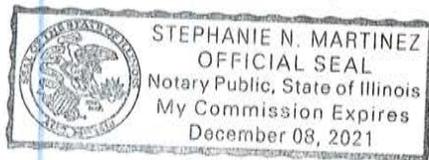
In return for receiving the incentive classification for the subject property, the undersigned owner(s) hereby stipulates and agrees that in the event of a termination, that the undersigned shall be personally liable for and shall reimburse to the County Collector an amount equal to the difference, if 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*  
 Signature  
Mike Riley, Sr.  
 Print Name

3/11/2019  
 Date  
Member  
 Title

Subscribed and sworn before me this 11 day of March, 2019  
*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

Mike Riley, Sr. - Member  
Agent's Name & Title

17700 Duvan Drive, Tinley Park, IL 60477  
Agent's Mailing Address

(708) 223-7604  
Agent's Telephone Number

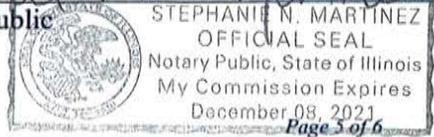
RG Riley & Sons, Inc.  
Applicant's Name

17700 Duvan Drive, Tinley Park, IL 60477  
Applicant's Mailing Address

Mike@rgriley.com  
Applicant's e-mail address

Subscribed and sworn before me this 11 day of March, 2019

*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:

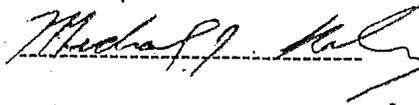
Michael Riley - Member 50%  
 13924 W. Chicago Bloomington Trail  
 Lockport, Illinois 60491

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.

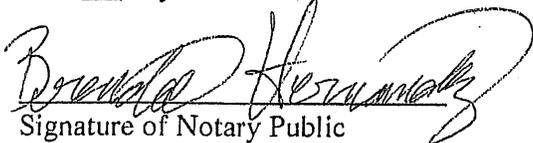
Further Affiant Sayeth Not

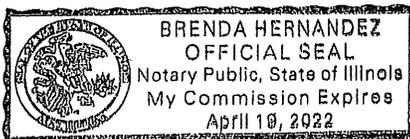
Michael J Riley



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.

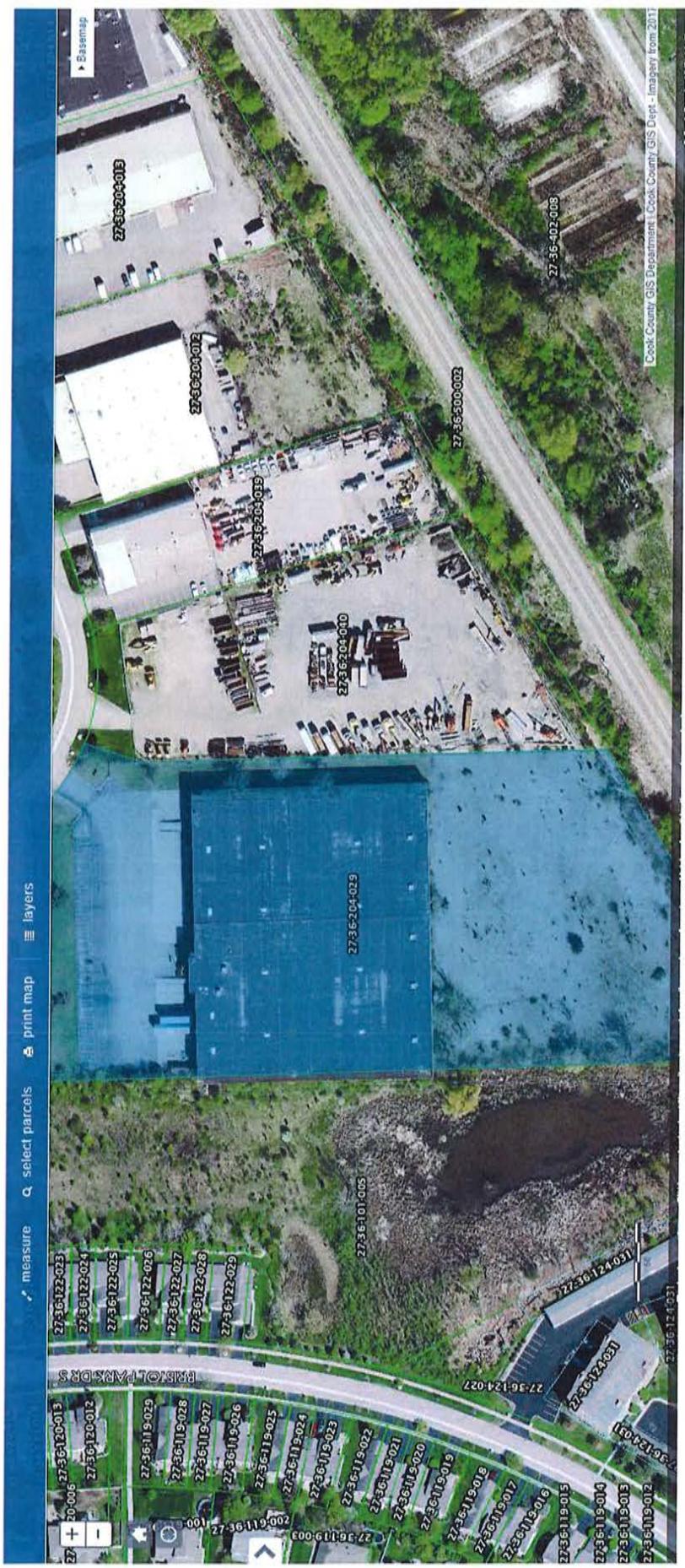
chrome-extension://nlipoentfbikbjkpfllcgkoblgpmj/edit.html

2/20/2019

[10 digit PIN](#) [Address](#) [Intersection](#) [17700 Daven](#)

[measure](#) [select parcels](#) [print map](#) [layers](#)

[Home](#) [GIS Data](#) [Help](#)



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2/20/2019

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**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
<b>Income</b>			
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
<b>Income</b>			
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
<b>Income</b>			
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.

**COOK COUNTY ASSESSOR**  
**JOSEPH BERRIOS**



COOK COUNTY ASSESSOR'S OFFICE  
118 NORTH CLARK STREET, CHICAGO, IL 60602  
PHONE: 312.443.7550 FAX: 312.603.3616  
WWW.COOKCOUNTYASSESSOR.COM

## 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.**

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**THE VILLAGE OF TINLEY PARK**  
**Cook County, Illinois**  
**Will County, Illinois**

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**RESOLUTION**  
**NO. 2019-R-046**

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**A RESOLUTION SUPPORTING AND CONSENTING TO THE FILING OF A  
CLASS 6B (SER) APPLICATION AND FINDING THE CLASS 6B (SER)  
NECESSARY FOR DEVELOPMENT TO OCCUR AT 17700 DUVAN DRIVE**

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**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**

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**RESOLUTION NO. 2019-R-046****A RESOLUTION SUPPORTING AND CONSENTING TO THE FILING OF A CLASS 6B (SER) APPLICATION AND FINDING THE CLASS 6B (SER) NECESSARY FOR DEVELOPMENT TO OCCUR AT 17700 DUVAN DRIVE**

**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 attract new industry, stimulate the expansion and retention of existing industry, and increase employment opportunities in the Village; and

**WHEREAS**, Cook County has instituted a program to encourage commercial development known as the Cook County Real Property Classification Ordinance (“Tax Incentive Ordinance”); and

**WHEREAS**, said Tax Incentive Ordinance provides a Class 6b Sustainable Emergency Relief (“SER”) incentive that 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; and

**WHEREAS**, said Class 6b (SER) also requires the Village to find that Special Circumstances makes the Class 6b (SER) 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 commercially viable causing the property where said enterprise is located to be in imminent risk of becoming vacant and unused; and

**WHEREAS**, RG Riley & Sons, Inc., (“RG Riley”), desires to maintain their operations located at 17700 Duvan Drive, Tinley Park, Illinois (“Subject Property”), PIN #27-36-204-0329-0000, legally described in the attached Exhibit 1; and

**WHEREAS**, RG Riley believes they will need the assistance of a Class 6b (SER) reclassification on the Subject Property given the current tax liability on the Subject Property, and

but for said Class 6b (SER) incentive, which provides a reduced assessment of ten percent (10%) of fair market value of the Property for the first ten years, fifteen percent (15%) for the eleventh year, and twenty percent (20%) for the twelfth year, RG Riley would likely be forced to discontinue its business operations; and

**WHEREAS**, said Subject Property does not have a Class 6b (SER) incentive applied to the Subject Property and RG Riley seeks approval from the Village to consent and support said Class 6b (SER) incentive to be applied to the Subject Property; and

**WHEREAS**, the Village has determined that the Subject Property meets the requirements necessary for approving the request for certain tax incentives, and by allowing said reclassification will further promote the economic viability of the Subject Property which is aligned with the Village's desire to attract new industry, stimulate the expansion and retention of existing industry, and increase employment opportunities in the Village; and

**WHEREAS**, the Village also finds that Special Circumstances makes the Class 6b (SER) necessary for the RG Riley to continue operations at its current location and maintain its staff, and that without such designation the RG Riley would not be commercially viable causing the Subject Property where said RG Riley is located to be in imminent risk of becoming vacant and unused; 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 the request submitted by RG Riley and consent and support the Class 6b (SER) reclassification of the Subject Property; and

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

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

**SECTION 2:** That the President and Board of Trustees of the Village of Tinley Park hereby approve the request submitted by RG Riley and support and consent to the Class 6b (SER) reclassification and have determined that the industrial use of the Subject Property by RG Riley for its business operations at the Subject Property is both necessary and beneficial to the Village.

**SECTION 3:** That the President and Board of Trustees of the Village of Tinley Park hereby find that Special Circumstances makes the Class 6b (SER) necessary for the RG Riley to continue operations at its current location and maintain its staff, and that without such designation the RG

Riley would not be commercially viable causing the Subject Property where said RG Riley is located to be in imminent risk of becoming vacant and unused.

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

**SECTION 5:** 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 4<sup>th</sup> day of June, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 4<sup>th</sup> day of June, 2019.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

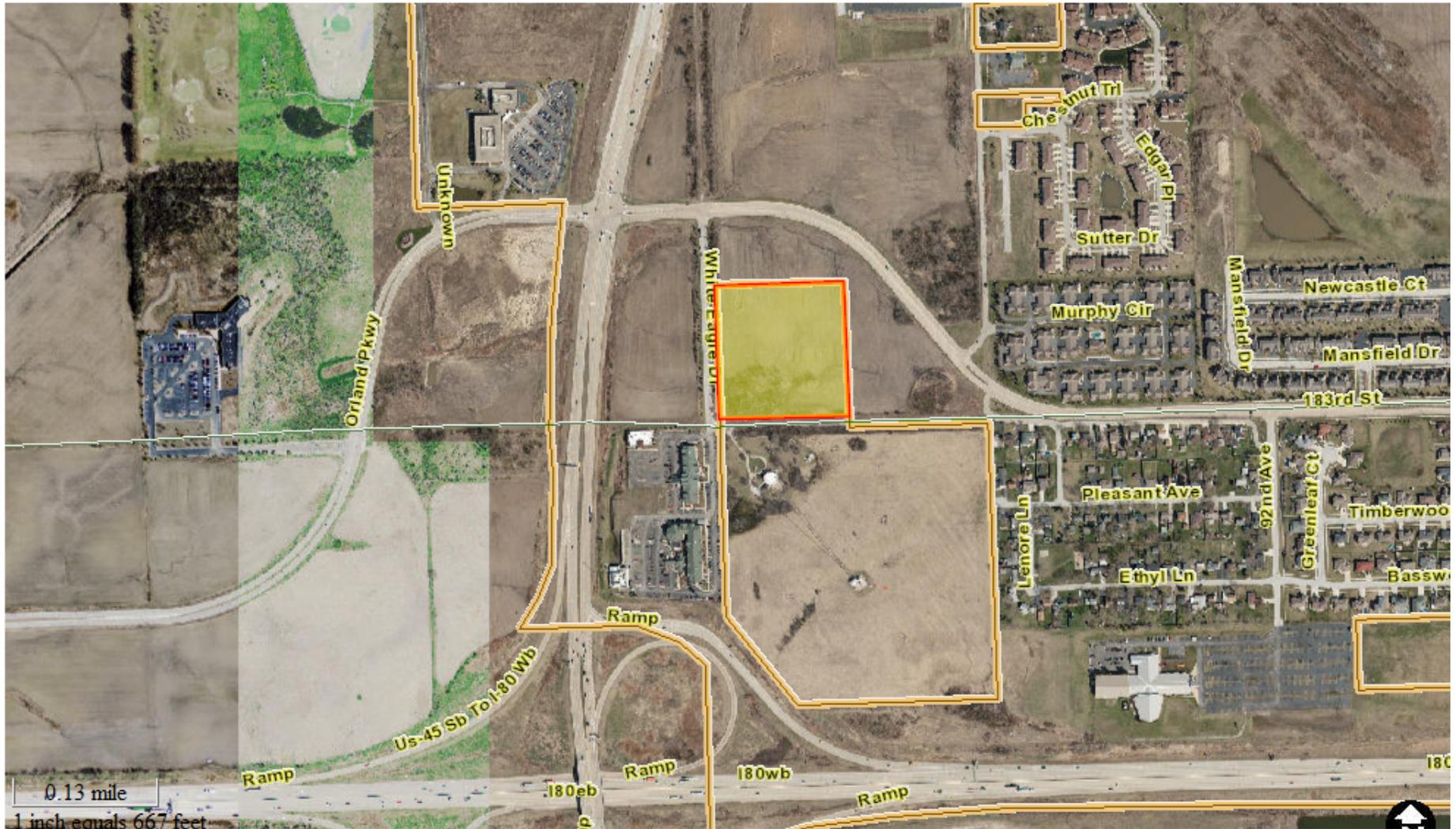
I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-046, “A RESOLUTION SUPPORTING AND CONSENTING TO THE FILING OF A CLASS 6B (SER) APPLICATION AND FINDING THE CLASS 6B (SER) NECESSARY FOR DEVELOPMENT TO OCCUR AT 17700 DUVAN DRIVE,” 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 4<sup>th</sup> day of June, 2019.

KRISTIN A. THIRION, VILLAGE CLERK







Map created on May 10, 2019.  
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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
<b>Total</b>	<b>\$16,055,000</b>	<b>Total</b>	<b>\$16,690,000</b>

<b>Total Project Cost</b>	<b>\$32,745,000</b>
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**Employee Plan**

	<b>Courtyard</b>	<b>Residence Inn</b>
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

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**Grand Total Employees      61**

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**COOK COUNTY ASSESSOR**  
**FRITZ KAEGI**



COOK COUNTY ASSESSOR'S OFFICE  
118 NORTH CLARK STREET, CHICAGO, IL 60602  
PHONE: 312.443.7550 FAX: 312.603.6584  
WWW.COOKCOUNTYASSESSOR.COM

## 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

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**Date:** June 4, 2019

**To:** Mayor Vandenberg and Village Board  
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 Hareesh 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, 2019 meeting was canceled. It is currently scheduled for the Special meeting on May 31, 2019. The Community Development Committee recommended this item for approval on May 28, 2019.



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**THE VILLAGE OF TINLEY PARK**  
**Cook County, Illinois**  
**Will County, Illinois**

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**RESOLUTION**  
**NO. 2019-R-047**

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**A RESOLUTION SUPPORTING AND CONSENTING TO THE FILING OF A  
CLASS 7B APPLICATION AND FINDING THE CLASS 7B NECESSARY FOR  
DEVELOPMENT TO OCCUR AT 18300 96<sup>TH</sup> AVENUE**

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**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**

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**RESOLUTION NO. 2019-R-047****A RESOLUTION SUPPORTING AND CONSENTING TO THE FILING OF A CLASS 7B APPLICATION AND FINDING THE CLASS 7B NECESSARY FOR DEVELOPMENT TO OCCUR AT 18300 96<sup>TH</sup> AVENUE**

**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 attract new industry, stimulate the expansion and retention of existing industry, and increase employment opportunities in the Village; and

**WHEREAS**, Cook County has instituted a program to encourage commercial development known as the Cook County Real Property Classification Ordinance (“Tax Incentive Ordinance”); and

**WHEREAS**, said Tax Incentive Ordinance provides a Class 7b incentive that is designed to encourage commercial development throughout Cook County by offering real estate tax incentives for the development of new commercial facilities, the rehabilitation of existing commercial structures, and the commercial reutilization of abandoned buildings; and

**WHEREAS**, Haresh Jethani (“Jethani”), desires to construct certain real estate located at 18300 96<sup>th</sup> Avenue, Tinley Park, Illinois (“Subject Property”), PIN #27-34-300-002-0000 legally described in the attached Exhibit 1, in reliance on the Class 7b incentives and to construct a Marriot Courtyard and Marriot Residence Inn (“Marriott’s”) at the Subject Property, which is comprised of a vacant lot; and

**WHEREAS**, Jethani would find it difficult to relocate and construct at the Subject Property given the current tax liability on the Subject Property but for said Class 7b incentive, which provides a reduced assessment of ten percent (10%) of fair market value of the Property for the first ten years, fifteen percent (15%) for the eleventh year, and twenty percent (20%) for the twelfth year; and

**WHEREAS**, said Subject Property does not have a Class 7b incentive applied to the Subject Property and Jethani seeks approval from the Village to consent and support said Class 7b incentive to be applied to the Subject Property; and

**WHEREAS**, the Village has determined that the Subject Property meets the requirements necessary for approving the request for certain tax incentives, and by allowing said reclassification will further promote the economic viability of the Subject Property which is aligned with the Village's desire to attract new industry, stimulate the expansion and retention of existing industry, and increase employment opportunities 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 the request submitted by Jethani and consent and support the Class 7b reclassification of the Subject Property; and

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

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

**SECTION 2:** That the President and Board of Trustees of the Village of Tinley Park hereby approve the request submitted by Jethani and support and consent to the Class 7b reclassification and have determined that the commercial use of the Subject Property by Jethani for said Marriott's at the Subject Property is both necessary and beneficial to the Village.

**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 4<sup>th</sup> day of June, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 4<sup>th</sup> day of June, 2019.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-047, "A RESOLUTION SUPPORTING AND CONSENTING TO THE FILING OF A CLASS 7B APPLICATION AND FINDING THE CLASS 7B NECESSARY FOR DEVELOPMENT TO OCCUR AT 18300 96<sup>TH</sup> AVENUE," 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 4<sup>th</sup> day of June, 2019.

KRISTIN A. THIRION, VILLAGE CLERK



# 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: [REDACTED]

City, State, Zip: OAK LAWN IL 60493

Phone Number: [REDACTED]

Fax Number: \_\_\_\_\_

Email Address: [REDACTED]

### B. Property Information

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

Property Owner(s): SUSAN CHAFI

Mailing Address: [REDACTED]

City, State Zip: OAK LAWN IL 60493

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.

[REDACTED]  
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. 68<sup>th</sup> 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.
  - o Provide calculations for occupancy load and door width capacities.
  - o 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:

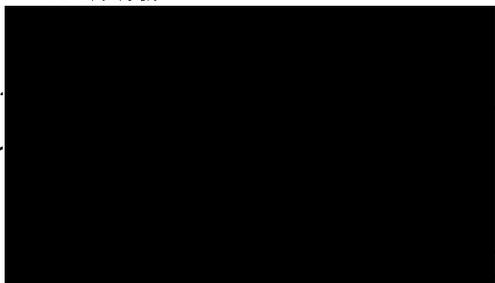
**FIRE**

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.



Building Official

Dated: 4-11-19

1.11.19  
Dated: \_\_\_\_\_



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.

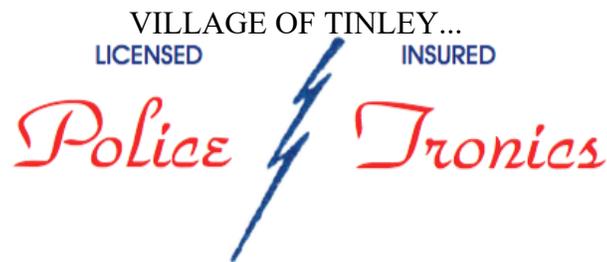
Advanced Fire & Security Systems, Inc. proposes to furnish the above, subject to our Standard Terms and Conditions, for the sum of: **\$ 6,940.00**

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



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	
<b>Total</b>	<b>\$10,750.00</b>

**EXCLUSIONS**

No permit fees or 3<sup>rd</sup> 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:** June 4, 2019

**To:** Mayor Vandenberg and Village Board  
Dave Niemeyer, Village Manager

**From:** Patrick Hoban, CEcD, EDFP  
Economic Development Manager

**Subject:** Susan 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, 2019 meeting was canceled. Staff is prepared to present this item at the rescheduled ECC meeting on May 31, 2019. The Community Development Committee recommended this item for approval on May 28, 2019.



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**THE VILLAGE OF TINLEY PARK**  
**Cook County, Illinois**  
**Will County, Illinois**

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**RESOLUTION**  
**NO. 2019-R-048**

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**A RESOLUTION APPROVING AND AWARDED AN OAK PARK AVENUE CODE  
COMPLIANCE GRANT TO SUSAN CHAFI AT 17451 OAK PARK AVENUE**

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**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**

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**RESOLUTION NO. 2019-R-048****A RESOLUTION APPROVING AND AWARDING AN OAK PARK AVENUE CODE COMPLIANCE GRANT TO SUSAN CHAFI AT 17451 OAK PARK AVENUE**

**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”) has adopted the Oak Park Playbook (“OPA Playbook”), which is a series of grants designed to encourage development in downtown Tinley Park; and

**WHEREAS**, Susan Chafi (“Petitioner”), owns certain real estate, located at 17451 Oak Park Avenue (“Subject Property”), PIN #28-30-418-005-0000, legally described in the attached Exhibit 1, and has applied for one (1) Oak Park Avenue Code Compliance Grant (“Code Compliance Grant”); and

**WHEREAS**, the Petitioner will utilize the funds received from the Code Compliance Grant to install a fire alarm system at the Subject Property; and

**WHEREAS**, said Petitioner is eligible for the Code Compliance Grant in an amount not to exceed \$5,375; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of said Village of Tinley Park and its residents to award Petitioner said Code Compliance Grant in an amount not greater than \$5,375; and

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

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

**SECTION 2:** That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village of Tinley Park and its residents that the aforesaid Code Compliance Grant be awarded to Petitioner to provide financial assistance to install a new fire

alarm system at the Subject Property. That said Code Compliance Grant shall be in an amount not greater than \$5,375.

**SECTION 3:** That the Petitioner, upon receipt of any monies from the Village shall provide a complete and total accounting of all costs, payments, and invoices to the Village.

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

**SECTION 5:** 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 4<sup>th</sup> day of June, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 4<sup>th</sup> day of June, 2019.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-048, “A RESOLUTION APPROVING AND AWARDED AN OAK PARK AVENUE CODE COMPLIANCE GRANT TO SUSAN CHAFI OWNER OF 17451 OAK PARK AVENUE,” 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 4<sup>th</sup> day of June, 2019.

KRISTIN A. THIRION, VILLAGE CLERK



# 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

March 29 2019  
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 –

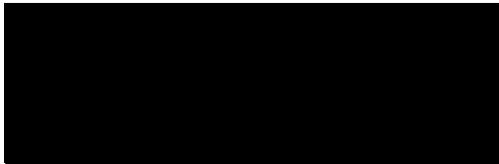
Please let this letter serve as formal approval of the project signage  
for:

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

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

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Michael Clark

Date Received:

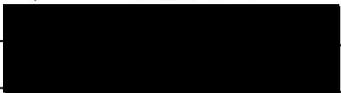
Permit Number:

### 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:   
 Name of Property Owner: Michael Clark Phone Number:   
 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:  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: \$4990

Sign Location: [X] 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 [X] 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:

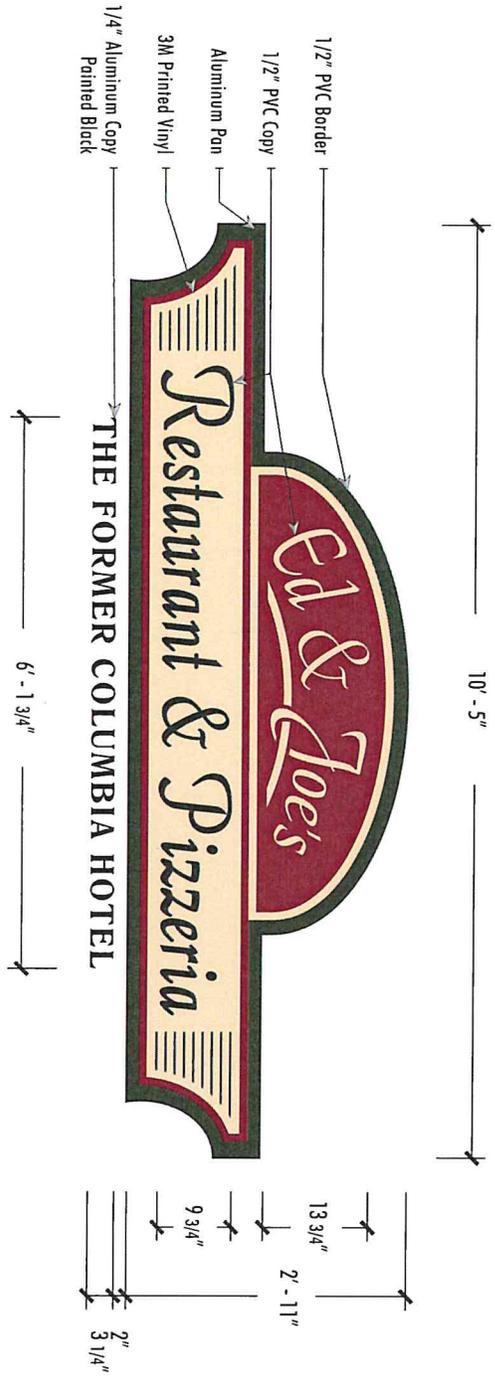
Zoning District:

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)

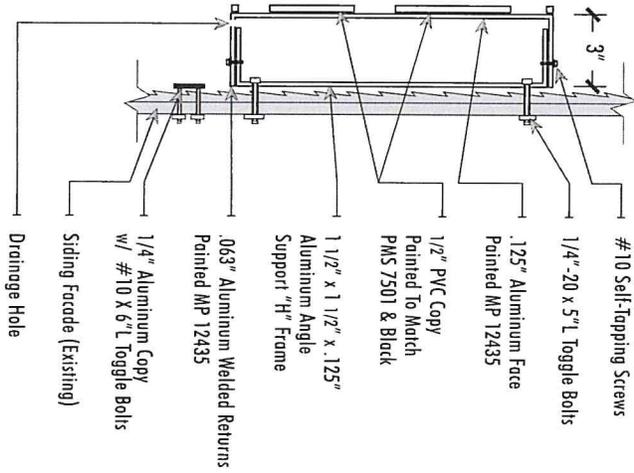
**ELEVATION VIEW**  
 SCALE - 3/4" = 1' - 0"

**SIDE VIEW**  
 SCALE - 3/4" = 1' - 0"

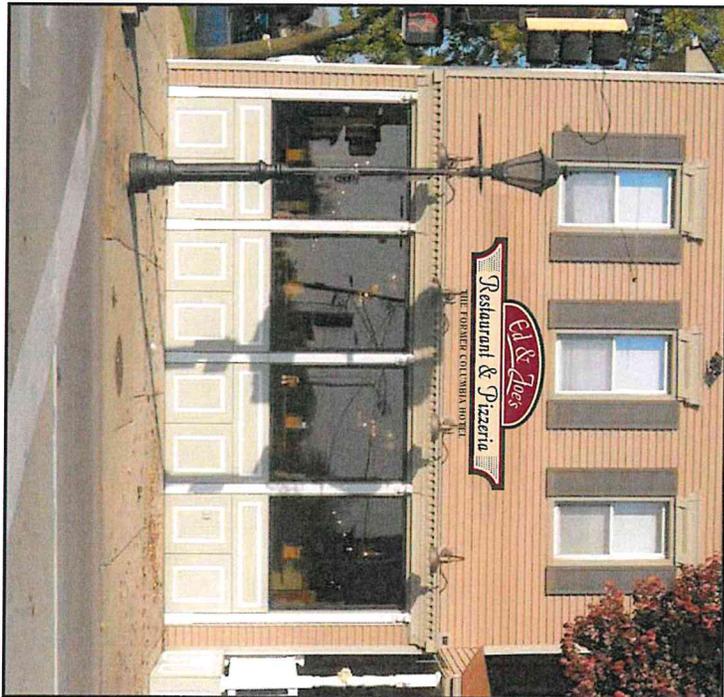
64.25 SQ. FT.  
 NON-ILLUMINATED SIGN

<p>Approved: _____</p> <p>Date: _____</p>	<p>2135 S. Frontage Rd.                  Des Plaines, IL 60018                  847-390-0350 - Fax 847-390-9731                  ncryler@designgroupsignage.com</p>	<p>Job # 6394                  Ed &amp; Joe's                  Tinley Park, IL</p>	<p>Name: NC                  Date: July 5, 2018                  Date: Dec. 28, 2018                  Date: Dec. 28, 2018</p>	<p>Notes:                  Initial Sign Drawing                  Illumination Removed                  Raised Border Added</p>	<p>Colors:                  PMS 208                  PMS 7501                  MP 12435 (Depth of Green)                  Block <input type="checkbox"/> White <input type="checkbox"/></p>	
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These plans are the 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. No other use, reproduction, or transmission of these plans 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.



**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:** June 4, 2019

**To:** Mayor Vandenberg and Village Board  
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, 2019. The Community Development Committee recommended this item for approval on May 28, 2019.



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**THE VILLAGE OF TINLEY PARK**  
**Cook County, Illinois**  
**Will County, Illinois**

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**RESOLUTION**  
**NO. 2019-R-049**

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**A RESOLUTION APPROVING AND AWARDED AN OAK PARK  
AVENUE SIGN GRANT TO ED AND JONES RESTAURANT &  
PIZZERIA AT 17332 OAK PARK AVENUE**

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**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**

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**RESOLUTION NO. 2019-R-049****A RESOLUTION APPROVING AND AWARDED AN OAK PARK  
AVENUE SIGN GRANT TO ED AND JONES RESTAURANT &  
PIZZERIA AT 17332 OAK PARK AVENUE**

**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”) has adopted the Oak Park Playbook (“OPA Playbook”), which is a series of grants designed to encourage development in downtown Tinley Park; and

**WHEREAS**, Ken Bucyk, on behalf of Ed and Jones Restaurant & Pizzeria (“Petitioner”), owns certain real estate, located at 17332 S. Oak Park Avenue (“Subject Property”), PIN #28-30-308-014-0000, legally described in the attached Exhibit 1, and has applied for one (1) Oak Park Avenue Sign Grant (“Sign Grant”); and

**WHEREAS**, the Petitioner will utilize the funds received from the Code Compliance Grant to install new signage at the Subject Property; and

**WHEREAS**, said Petitioner is eligible for the Code Compliance Grant in an amount not to exceed \$2,495; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of said Village of Tinley Park and its residents to award Petitioner said Sign Grant in an amount not greater than \$2,495; and

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

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

**SECTION 2:** That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village of Tinley Park and its residents that the aforesaid Code Compliance Grant be awarded to Petitioner to provide financial assistance to install new signage

at the Subject Property. That said Code Compliance Grant shall be in an amount not greater than \$2,495.

**SECTION 3:** That the Petitioner, upon receipt of any monies from the Village shall provide a complete and total accounting of all costs, payments, and invoices to the Village.

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

**SECTION 5:** 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 4<sup>th</sup> day of June, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 4<sup>th</sup> day of June, 2019.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and the State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-049, “A RESOLUTION APPROVING AND AWARDED AN OAK PARK AVENUE SIGN GRANT TO ED AND JONES RESTAURANT & PIZZERIA AT 17332 OAK PARK AVENUE,” 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 4<sup>th</sup> day of June, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

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**THE VILLAGE OF TINLEY PARK**  
**Cook County, Illinois**  
**Will County, Illinois**

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**RESOLUTION**  
**NO. 2019-R-042**

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**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)**

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**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**

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**RESOLUTION NO. 2019-R-042****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 4<sup>th</sup> day of June, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 4<sup>th</sup> 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. 2019-R-042, “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 4<sup>th</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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

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**Date:** May 28, 2019

**To:** 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 1<sup>st</sup> 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.





# Interoffice Memo

**Date:** June 4, 2019

**To:** Mayor Vandenberg and Village Board  
Dave Niemeyer, Village Manager

**From:** Kimberly Clarke, AICP  
Planning Manager

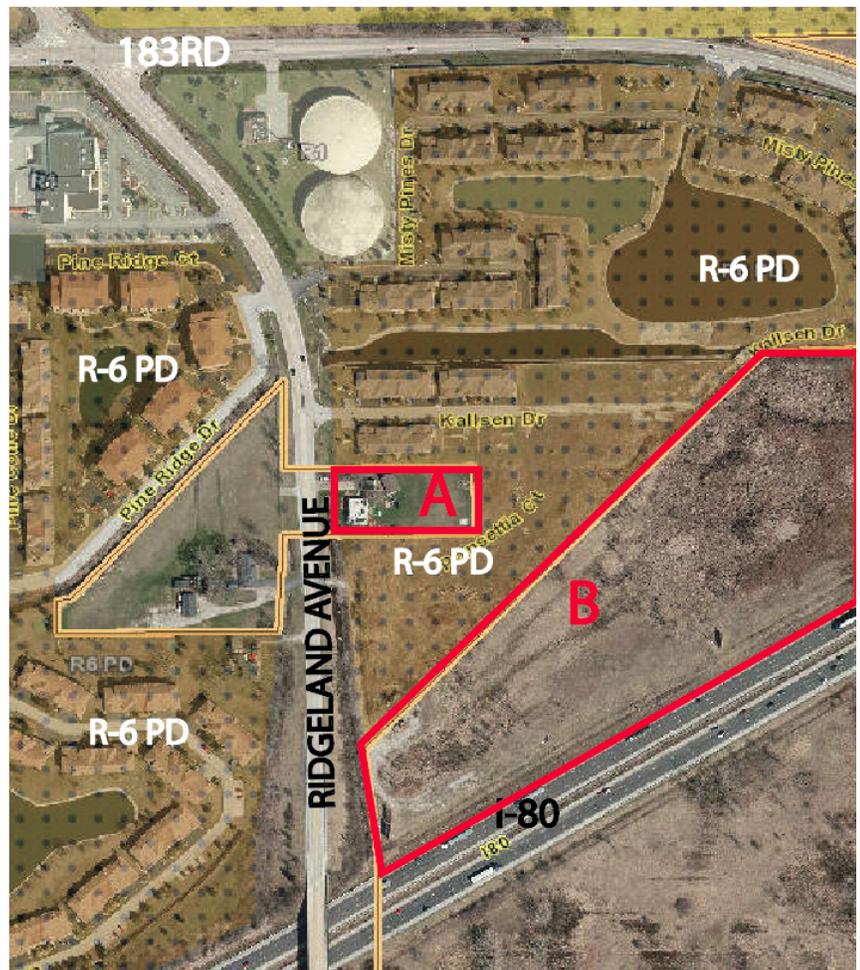
**Subject:** 18501 S. Ridgeland Avenue Cook County Zoning Map Amendment

## BACKGROUND

On May 30, 2019, the Community Development Department received a certified letter from the applicant's attorney stating they will be requesting a Map Amendment for their property (Attachment 1 & 2). The notice states the unincorporated property is seeking a Map Amendment from the underlying Cook County R-4 (Single Family Residence District) to a Cook County I-1 (Restricted Industrial District). This proposed rezoning conflicts with existing adjacent landuse (residential) and the Village of Tinley Park Comprehensive Plan.

## DISCUSSION

State Statute provides municipalities the right of review and comment on zoning amendments within 1.5 miles of their corporate boundaries. The requested rezoning for property located at 18501 Ridgeland Avenue is immediately adjacent to Tinley Park corporate boundary (see aerial above). The applicant is requesting the rezoning of two parcels (Parcel A PIN: 31-05-100-011-0000 & Parcel B PIN: 31-05-101-002-0000)



Parcel A is located on the east side of Ridgeland Avenue directly adjacent to Misty Pines Subdivision. This property is improved with a single-family home, an accessory garage, and two (2) accessory barn/storage structures. The Misty Pines Subdivision has not been completed, however the approved plans propose townhomes and a detention pond that will surround this parcel (see attachment 3). Parcel B is south and east of the Misty Pines Subdivision abutting I-80. This property is vacant except for the existing billboards signs (see attachment

4). There are no specific plans to develop the property, however, there are several uses permitted under the Cook County I-1 zoning district that may be considered a conflicting land use with the existing residential uses in the area. These uses include:

- Contractor and construction offices, shops and yards, such as building, cement, electrical, heating, ventilating and air conditioning, masonry, painting, plumbing, refrigeration and roofing.
- Greenhouses and nurseries, wholesale.
- Stone companies.
- Machine shops.
- Bars, taverns and cocktail lounges.
- Live entertainment and dancing.
- Automotive storage facilities for vehicles in operating condition
- Automobile repair, rental, paint shops, service stations.
- Bus terminals, turnarounds, garages and lots.

Special Uses include:

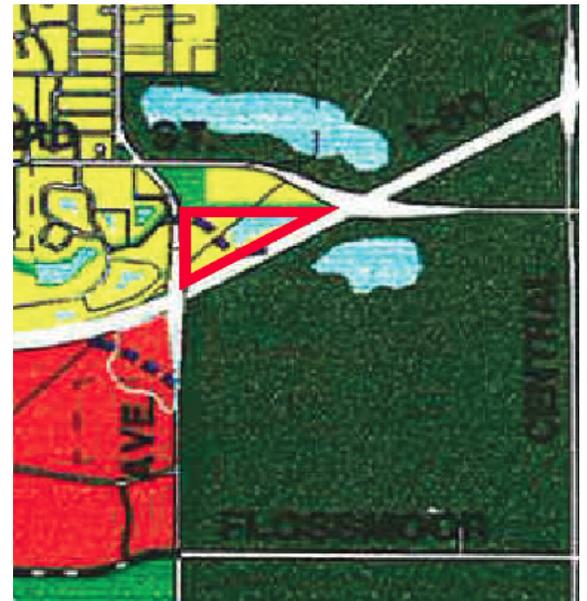
- Medical Cannabis cultivation center
- Parks and Playgrounds
- Hotels and motels
- Sewage treatment plants

The requested map amendment is also in conflict with the adopted Comprehensive Plan for this area (see image to the right). The Village's Comprehensive Plan proposes these parcels be developed for residential uses. This is consistent with the existing surrounding land use.

If the Village files a legal opposition to this rezoning proposal by Resolution, Illinois Statutes will require a favorable vote of  $\frac{3}{4}$  of all members of the County Board to pass the map amendment.

### **REQUEST**

Staff requests the Village Board adopt the attached Resolution opposing the requested map amendment in order to protect the health, welfare and safety of the adjacent residential properties.



**Attachment 1**  
**FIRST PUBLIC NOTICE**

Via Certified Mailing – Return Receipt Requested  
May 23, 2019

**Notice of Intent to File Zoning Application**

To Whom It May Concern:

In accordance with the Cook County Zoning Ordinance, please be informed that the Applicant and Property Owner intends to file a Zoning Map Amendment Application, not less than 15 calendar days and not more than 30 calendar days from the date of this notice, concerning the subject property located at 18501 S. Ridgeland Ave., Tinley Park (Bremen Township), Unincorporated Cook County, IL 60477.

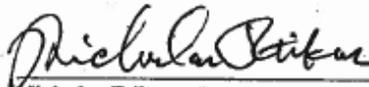
The Applicant will be seeking to amend the underlying R-4 Single Family Residence District to an I-1 Restricted Industrial District in order to bring an existing billboard sign into compliance with the Cook County Zoning Ordinance. Except for the existing billboard signs, the subject property is vacant. No other changes or new development are proposed at the subject property at this time.

Mad Outdoor, Inc., the Applicant and Property Owner, is located at 15941 S. Harlem Ave., Ste. 102, Tinley Park, IL 60477.

I am the attorney for the Applicant and Property Owner concerning the zoning application described above. My address is 221 N. LaSalle St., 38<sup>th</sup> Floor, Chicago, IL 60601. My telephone number is (312) 782-1983.

Sincerely,

The Law Offices of Samuel V.P. Banks

  
\_\_\_\_\_  
Nicholas Ftikas

**\*Please note that the Applicant is not seeking to purchase or rezone your property.**

**\*The Applicant is required by the Cook County Zoning Ordinance to send this notice to you because you are shown to own property located within 250 feet of the property subject to the proposed Zoning Special Use Application, or in the alternative, you are identified as a party who is required to receive notice pursuant to the Cook County Zoning Ordinance.**

**Attachment 2**  
**SECOND PUBLIC NOTICE**

*Via Certified Mailing – Return Receipt Requested*  
May 24, 2019

**Notice of Intent to File Zoning Application**

To Whom It May Concern:

In accordance with the Cook County Zoning Ordinance, please be informed that the Applicant and Property Owner intends to file a Zoning Map Amendment Application, not less than 15 calendar days and not more than 30 calendar days from the date of this notice, concerning the subject property located at 5320 W. 175<sup>th</sup> St., Tinley Park (Bremen Township), Unincorporated Cook County, IL 60477.

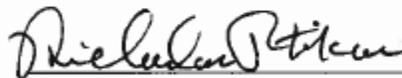
The Applicant will be seeking to amend the underlying R-4 Single Family Residence District to an I-1 Restricted Industrial District in order to bring three (3) existing billboard signs into compliance with the Cook County Zoning Ordinance. The property is otherwise improved with a single-family home, an accessory garage, and two (2) accessory barn/storage structures. No changes are proposed at the subject property at this time.

The Edward Anderson Trust, the Applicant and Property Owner, is located at 5320 W. 175<sup>th</sup> St., Tinley Park (Bremen Township), Unincorporated Cook County, IL 60477.

I am the attorney for the Applicant and Property Owner concerning the zoning application described above. My address is 221 N. LaSalle St., 38<sup>th</sup> Floor, Chicago, IL 60601. My telephone number is (312) 782-1983.

Sincerely,

The Law Offices of Samuel V.P. Banks

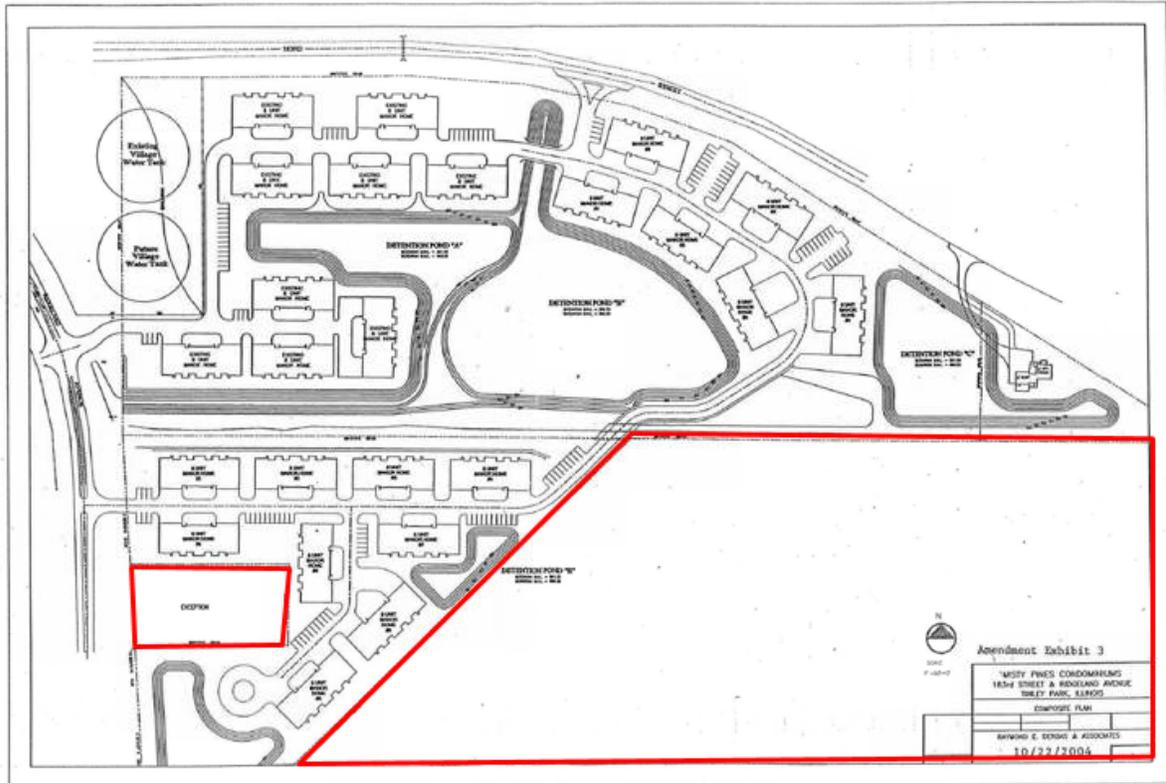
  
\_\_\_\_\_  
Nicholas Ftikas

**\*Please note that the Applicant is not seeking to purchase of rezone your property.**

**\*The Applicant is required by the Cook County Zoning Ordinance to send this notice to you because you are shown to own property located within 250 feet of the property subject to the proposed Zoning Special Use Application, or in the alternative, you are identified as a party who is required to receive notice pursuant to the Cook County Zoning Ordinance.**

**Attachment 3**

**MISTY PINES SUBDIVISION PLAN**



 = Subject property requesting rezoning to Cook County I-1 Restricted Industrial District

Attachment 4



Billboard #1



Billboards 2 & 3

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**THE VILLAGE OF TINLEY PARK**  
**Cook County, Illinois**  
**Will County, Illinois**

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**RESOLUTION**  
**NO. 2019-R-050**

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**A RESOLUTION OF OPPOSITION TO THE ZONING MAP AMENDMENT  
REQUEST FOR 18501 SOUTH RIDGELAND AVENUE, UNINCORPORATED  
COOK COUNTY, ILLINOIS**

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**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**

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**RESOLUTION NO. 2019-R-050****A RESOLUTION OF OPPOSITION TO THE ZONING MAP AMENDMENT  
REQUEST FOR 18501 SOUTH RIDGELAND AVENUE, UNINCORPORATED  
COOK COUNTY, ILLINOIS**

**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”) has received notice (“Notice”) that Mad Outdoor, Inc., (“Mad Outdoor”) desires to file an application (“Application”) with Cook County to recommend a zoning map amendment (“Map Amendment”) to change the existing zoning from R-4 Single-Family Residence to I-1 Restricted Industrial District for certain real property located at 18501 S. Ridgeland Avenue, Unincorporated Cook County, Illinois (“Subject Property”), attached hereto as Exhibit 1; and

**WHEREAS**, upon receipt of said Notice, standards and approvals enumerated in the Cook County Zoning Ordinance, and the Village’s own comprehensive zoning plan, the Village desires to oppose said Map Amendment; and

**WHEREAS**, the Village has made its decision to oppose said Application based upon the proposed Map Amendment substantially burdening the Village’s planning and redevelopment goals of the area surrounding the Subject Property, the burden underlying the connection opportunities between residents and municipal utilities, and the failure of the Mad Outdoor to meet the statutory standards for granting a Map Amendment or demonstrating the hardship related to the Subject Property among various other determinations; 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 oppose said Map Amendment pursuant to this Resolution; and

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

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

**SECTION 2:** That the President and Board of Trustees of the Village of Tinley Park hereby oppose the proposed Map Amendment filed by Mad Outdoor to allow for the change in zoning uses at the Subject Property, and that the Village Attorney is hereby authorized to represent the Village on all matters related to the proposed Map Amendment.

**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 4<sup>th</sup> day of June, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 4<sup>th</sup> 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. 2019-R-050 “A RESOLUTION OF OPPOSITION TO THE ZONING MAP AMENDMENT REQUEST FOR 18501 SOUTH RIDGELAND AVENUE, UNINCORPORATED COOK COUNTY, ILLINOIS,” 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 4<sup>th</sup> day of June, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

## 6.1. - I-1 Restricted Industrial District.

*6.1.1. Description of district.* The I-1 Restricted Industrial District is intended to control the development of lands to be used by industrial firms that have high standards of performance and that can locate in close proximity to residential and business uses without creating nuisances. District regulations are designed to permit the operations of most manufacturing, wholesaling and warehousing activities while providing adequate protection to adjacent district uses and sufficient control of external effects to protect one industry from another. Some retail uses are permitted that service the industrial uses within the industrial district or that do not depend upon intensive visits of retail customers.

*6.1.2. Use, lot and bulk regulations.* The applicable use, lot and bulk regulations are set forth in Sections 6.1.3 through 6.1.9.

*6.1.3. Permitted uses.* A permitted use of land or buildings shall be allowed in accordance with the provisions of this ordinance. Unless otherwise specifically set forth, wherever a permitted use is named as a major category, it shall be deemed to include only those enumerated uses. Unless otherwise specifically allowed by this ordinance, no building or zoning lot shall be devoted to any use other than a permitted use and no building or structure shall be erected, altered, enlarged or occupied, except as a permitted use. Uses lawfully established on the effective date of this ordinance and rendered nonconforming by it, shall be subject to Article 10.

The following uses are permitted in the I-1 District:

### A. Industrial.

1. Assembly firms for assembly of completely fabricated parts.
2. Bakeries, production of goods.
3. Bottling works.
4. Contractor and construction offices, shops and yards, such as building, cement, electrical, heating, ventilating and air conditioning, masonry, painting, plumbing, refrigeration and roofing.
5. Dairy products manufacturing.
6. Dry cleaning and laundry establishments. Plants serving more than one retail outlet are permitted.
7. Industrial launderers.
8. Machine shops.

9. Manufacturing and industrial activities, including fabrication, processing, assembly, disassembly, repairing, cleaning, servicing, testing, packaging and storage of materials, and products and goods that can be conducted wholly within enclosed buildings. Uses must conform with the performance standards of this section and shall not be injurious to the occupants of adjacent premises.
  10. Packing and crating services.
  11. Pharmaceutical industries.
  12. Printing, publishing or lithography establishments.
  13. Stone companies.
- B. Wholesale and warehouse.
1. Automotive storage facilities for vehicles in operating condition.
  2. Beverage distributors.
  3. Frozen food stores, including locker rental and food processing.
  4. Greenhouses and nurseries, wholesale.
  5. Storage facilities, including self-storage and mini-warehouse facilities.
  6. Wholesale establishments.
- C. Retail business.
1. Auction rooms.
  2. Automobile accessory stores.
  3. Automobile vehicle sales, new and used.
  4. Bars, taverns and cocktail lounges. Live entertainment and dancing are permitted.
  5. Boat and marine sales.
  6. Bottled gas dealers.
  7. Building material supplies, sales and service.
  8. Business machine sales and service.
  9. Camper and recreational vehicle sales.
  10. Carpet and rug stores.
  11. Catalog stores.
  12. Drug stores and pharmacies.

13. Extermination shops.
  14. Farm supply and feed stores.
  15. Furrier shops, including storage.
  16. Garden supply and seed stores.
  17. Gravestone and monument sales.
  18. Greenhouses and nurseries, retail.
  19. Ice and milk machine sales.
  20. Lumber companies and yards.
  21. Machinery sales.
  22. Mail order houses.
  23. Mobile home sales.
  24. Model home and garage displays and sales.
  25. Motorcycle sales.
  26. Plumbing and heating showrooms and sales.
  27. Retail outlet stores, accessory to a manufacturing or wholesale establishment.
  28. Restaurants. Live entertainment, dancing and serving alcohol are permitted.
  29. Roadside stands.
  30. Roofing sales and service.
  31. Snowmobile sales and service.
  32. Swimming pool sales and service.
  33. Tire, battery and accessory sales.
  34. Trailer sales and service.
  35. Truck sales and service.
- D. Services.
1. Automobile diagnostic centers and clinics.
  2. Automobile driving schools.
  3. Automobile paint shops.
  4. Automobile rentals.

5. Automobile repair shops.
6. Automobile gasoline and service stations, including minor accessories, supplies and services customarily incidental to gasoline and service stations. Oil and lubrication services are permitted only if enclosed in a building.
7. Automobile undercoating services.
8. Banks and savings and loan institutions, with or without drive-in facilities.
9. Blueprinting, photostating and copying establishments.
10. Cartage and express facilities for trucks not over 1½-ton capacity.
11. Credit unions.
12. Currency exchanges.
13. Electrical shops.
14. Equipment rental and leasing services.
15. Fix-it shops, for general, minor repairs.
16. Furnace supplies and services.
17. Furniture cleaning, repair and upholstering service shops.
18. Glazing shops.
19. Lawnmower sales and repair shops.
20. Linen, towel, diaper and other similar supply services.
21. Locksmith shops.
22. Motorcycle service and repair shops.
23. Newspaper distribution agencies.
24. Parcel delivery services.
25. Parking lots and garages, other than accessory, subject to Article 11.
26. Personnel training centers.
27. Radio and television service and repair shops.
28. Radio and television stations.
29. Refrigeration shops.
30. Sewer and septic tank cleaning and rodding services.
31. Sheet metal shops.

32. Sign contractors.
  33. Signs as regulated by Article 12.
  34. Taxidermist shops.
  35. Tire retreading and repair shops.
  36. Towing services.
  37. Water softener services.
  38. Welding shops.
  39. Window cleaning services.
- E. Professional offices.
1. Animal hospitals and veterinary clinics.
  2. Architects.
  3. Engineers.
  4. Labor unions and organizations.
  5. Land surveyors.
  6. Landscape architectural services.
  7. Medical and dental laboratories.
  8. Medical research facilities.
- F. Recreation and social facilities.
1. Clubs.
  2. Community center buildings, clubhouses, recreation buildings, for indoor pools and buildings for indoor pools, tennis courts and buildings for indoor tennis courts, noncommercial and not-for-profit.
  3. Dance halls.
  4. Gymnasiums.
  5. Health and physical fitness clubs.
  6. Lodges and fraternal organizations.
  7. Theaters, indoor.
- G. Public and governmental land and buildings.
1. Forest preserves.
  2. Historical buildings and landmarks preserved for the public.

3. Public office buildings.
- H. Public utilities and services.
1. Bus terminals, turnarounds, garages and lots.
  2. Electric substations, gas regulator stations, telephone exchanges and other essential public utilities and services.
  3. Fire stations.
  4. Highway maintenance shops and yards.
  5. Parking lots and garages.
  6. Police stations.
  7. Post office substations.
  8. Railroad passenger stations.
  9. Waterworks, reservoirs, pumping stations, wells and filtration plants.
  10. Weight stations operated by the State of Illinois.
- I. Educational institutions.
1. Business colleges and commercial schools.
  2. Trade and vocational schools.
- J. Agricultural land and buildings.
1. Agricultural uses.
- K. Miscellaneous.
1. Convention halls and centers.
  2. Exhibition and meeting halls.
  3. Kennels.
  4. Radar installations and towers.
  5. Stadiums, auditoriums and arenas.

*6.1.4. Special uses.* A special use may be allowed subject to the issuance of a special use permit in accordance with the provisions of Article 13. Unless otherwise specifically set forth, wherever a special use is named as a major category, it shall be deemed to include only those enumerated uses.

The following special uses may be permitted in the I-1 District:

- A. Industrial.

1. Chemical processing and production.
  2. Electroplating.
  3. Paper products manufacturing.
  4. Plastics manufacturing.
  5. Research and development laboratory facilities.
  6. Soap manufacturing.
  7. Woodworking and wood products.
  8. Medical cannabis cultivation center, as regulated by 410 ILCS 130/1 et seq.
- B. Services.
1. Automobile testing grounds, excluding competitive racing.
  2. Banks and savings and loans.
  3. Car washes.
  4. Restaurants, drive-in.
- C. Residential uses.
1. Hotels and motels.
  2. Residence of the proprietor.
- D. Recreation and social facilities.
1. Race tracks. Racing activity between 6:00 p.m. and 11:00 a.m. is prohibited in automobile and motor-sport race tracks, raceways and speedways.
  2. Theaters, drive-in.
- E. Public and governmental land and buildings.
1. Parks and playgrounds.
  2. Penal and correctional institutions.
- F. Public utilities and services.
1. Air, railroad and water freight terminals, railroad switching and classification yards, repair shops and roundhouses.
  2. Railroad rights-of-way.
  3. Sewage treatment plants.
- G. Planned unit developments.

- H. Unique uses as regulated by this ordinance.
- I. Miscellaneous.
  - 1. Airports and heliports, including aircraft landing fields, runways, flight strips and flying schools together with hangers, terminal buildings and other auxiliary facilities.
  - 2. Artificial lakes.
  - 3. Landfills, sanitary or solid waste.
  - 4. Waste transfer facilities.
  - 5. Medical cannabis dispensing organization, as regulated by 410 ILCS 130/1 et seq.
- J. Uses similar and compatible to those allowed in this district.

*6.1.5. Temporary uses.* A temporary use may be allowed upon issuance of a permit by the Cook County Department of Building and Zoning, unless this ordinance specifically states that a permit is not required.

- A. *Temporary buildings or yards.* For construction materials and equipment, both incidental and necessary to construction in the zoning district. Permits shall specify the location of the building or yard and the area of permitted operation. Permits shall be valid for not more than six months and shall not be renewed for more than four successive periods. The building or yard shall not interfere with the use and enjoyment of neighboring property.
- B. *Temporary sales offices.* Permits shall specify the location of the office and the area of permitted operation. Permits shall be issued in six-month increments for a period of not more than two years, unless otherwise authorized by the Building Commissioner.
- C. *[Real estate signs.]* Temporary real estate signs as regulated by Article 12.
- D. *[Portable signs.]* Portable signs as regulated by Article 12.
- E. *Portable storage containers.* Portable storage containers as regulated by Article 8.

*6.1.6. Accessory uses.* A use, building or other structure customarily incidental to and commonly associated with a principal, permitted or special use may be allowed as an accessory use, provided it is operated and maintained under the same ownership and on the same lot as

the permitted use. Accessory uses shall not include structures or features inconsistent with the permitted use or involve the conduct of any business, profession, trade or industry. Accessory uses may include the following and similar uses:

- A. Agricultural buildings and structures.
- B. Fallout shelters as regulated by this ordinance.
- C. Garages, carports or other parking spaces. Truck parking shall be limited to vehicles not more than 1½-ton capacity when located within 150 feet of a residence district.
- D. Gardens.
- E. Retail outlet stores, accessory to a manufacturing or wholesale establishment.
- F. Roadside stands. For the display and sale of agricultural products only, on lots where the principal use is agriculture.
- G. Sewage disposal units and water systems as regulated by this ordinance.
- H. Signs as regulated by Article 12.
- I. Tool houses, sheds and other similar buildings. For storage of supplies and equipment.
- J. Vending machines.
- K. Water retention and detention areas.

*6.1.7. Prohibited uses.* All uses not expressly authorized in Sections 6.1.3 through 6.1.6 are prohibited.

*6.1.8. Site and structure provisions.* The uses in the I-1 Restricted Industrial District shall conform to the following requirements:

- A. *Minimum lot area.* Minimum area of 10,000 square feet is required for each permitted or special use, except that agricultural buildings and structures require a minimum lot area of five acres and hotels and motels require a minimum of 500 square feet of lot area per suite.
- B. *Minimum lot width.* Minimum lot width of 60 feet shall be provided for each lot used for a permitted or special use, except that agricultural buildings and structures require a minimum lot width of 300 feet.
- C. *Front yard.* Buildings and structures shall be set back from the front lot line at

least 30 feet.

- D. *Interior side yard (adjacent to a zoning lot).* Interior side yard is not required.
- E. *Corner side yard (adjacent to a street).* Buildings and structures shall be set back from the side lot line adjacent to the street right-of-way at least 30 feet.
- F. *Rear yard.* Buildings and structures shall be set back from the rear lot line at least ten feet, except that agricultural buildings and structures require a minimum rear yard setback of 75 feet.
- G. *Transitional yard.* Minimum transitional yard requirements for all buildings and structures shall be not less than those specified below:
  - 1. Side lot lines that abut a side or rear lot line in a commercial or residence district shall provide a yard along the side lot line. The yard shall be at least than 30 feet in width.
  - 2. Rear lot lines that abut a side lot line in a commercial or residence district shall provide a yard along the rear lot line. The yard shall be at least 30 feet in depth.
  - 3. Rear lot lines that abut a rear lot line in a commercial or residence district shall provide a yard along the rear lot line. The yard shall be at least 30 feet in depth.
- H. *Floor area ratio.* Maximum floor area ratio shall be 1:2.

*6.1.9. Special provisions.* The uses in the I-1 Restricted Industrial District shall conform to the following requirements:

- A. *Parking and loading.* Uses shall conform to Article 11.
- B. *Signs.* Uses shall conform to Article 12.
- C. *Sewer and water.* Uses requiring sanitary facilities shall be served by either a municipal or private community sewer and water system, or a private individual sewage disposal and water supply system. The system used must be approved by the Cook County Health Department. Hotels and motels must be served by either a municipal or private sewage disposal system.
- D. *Businesses.*
  - 1. *Enclosure of use.* Uses shall be conducted within enclosed buildings, unless otherwise provided.
  - 2.

*Outdoor storage.* Outdoor storage of fuel, raw materials and products shall be screened and enclosed by a fence, wall or plant materials adequate to conceal the storage from adjacent properties and public rights-of-way. Outdoor storage of uncontained bulk material is prohibited.

3. *Surfacing.* Outdoor sales space shall have a permanent, durable, dustless surface and shall be graded and drained to dispose of all surface water.
4. *Spacing.* Uses located across the street from a commercial or residence district having any point on the structure surface greater than 35 feet above curb level shall be located at least 1½ times its height above curb level from the commercial or residence district boundary line. However, stacks, tanks, bulkheads or ventilating equipment, including enclosing towers, shall be exempt from such limitation if not exceeding in the aggregate 25 feet in linear dimension parallel to the street for any 100 feet of street frontage. Parapets not exceeding three feet in height shall also be exempt from this spacing limitation.

Uses located adjacent to a side or rear property line in a commercial or residence district having any point on the structure surface greater than 35 feet above curb level shall be located at least a distance equal to its height above curb level from the commercial or residence district lot line. However, stacks, tanks, bulkheads or ventilating equipment, including enclosing towers shall be exempt from this limitation if not exceeding in the aggregate 25 feet in linear dimension parallel to the commercial or residence district lot line for any 100-foot lot line. Parapets not exceeding three feet in height shall also be exempt from this spacing limitation.

E. *Performance standards.*

1. *Purpose.*

- a. Permit industrial nuisances to be measured factually and objectively.
- b. Ensure that all industries will provide methods to protect the community from hazards which can be prevented by processes of control and nuisance elimination.

### 12.3. - Permitted signs.

The following signs shall be permitted. Regulations for off-premises advertising signs and billboards are set forth under separate ordinance.

#### *12.3.1. Permitted signs—Residential districts.*

- A. On-premises signs which are exempt from permit requirements under this article.
- B. On-premises identification signs subject to the following:
  - 1. One identification sign, not having a sign face exceeding three square feet in area, for residential buildings containing one or two dwelling units indicating the name and/or address of the occupant and/or permitted occupation. One identification sign, not having a sign face exceeding 15 square feet in area, for residential buildings containing between three and ten dwelling units. One identification sign, not having a sign face exceeding 32 square feet in area, for residential buildings containing between 11 and 25 dwelling units. One identification sign, not having a sign face exceeding 48 square feet in area, for residential buildings containing more than 25 dwelling units. Only the name and address of a building and the name of the building management may be contained on identification signs. On corner lots, two identification signs may be displayed, one sign facing each street.
  - 2. One nonadvertising sign, including community information messages and schedules of events, not having a sign face exceeding 32 square feet in area. On corner lots, two such signs may be displayed, one sign facing each street.
  - 3. One identification sign for nonresidential buildings not having a sign face exceeding 32 square feet in area. On corner lots, two such signs may be displayed, one sign facing each street.
  - 4. One sign containing the name of the contractor or builder, in connection with the construction or remodeling of a building, not having a sign face exceeding 32 square feet in area. On corner lots, two such signs may be displayed, one sign facing each street. Signs shall be removed within two weeks after completion of the construction or remodeling.

5. Signs shall not project higher than one story or ten feet above curb level, whichever is lower.
  6. Signs shall not project beyond the property line into or over the right-of-way.
- C. On-premises signs accessory to parking areas subject to the following:
1. Signs designating parking area entrances or exits shall be limited to a maximum size of two square feet. One sign designating conditions of use or identity of a parking area is permitted, limited to a maximum sign face of nine square feet. On corner lots, two such signs may be displayed.
  2. Signs shall not project beyond the property line into or over the right-of-way.
  3. Signs shall not project higher than seven feet above the established average grade of a parking area.
- D. On-premises subdivision and other development identification signs subject to the following:
1. Two identification signs shall be allowed for each residential subdivision or other development.
  2. Signs shall not have a sign face exceeding 48 square feet in area nor be closer than ten feet to other zoning lots.
  3. Signs shall not project beyond the property line into or over the right-of-way.
  4. Signs shall not project higher than one story or ten feet above the established average grade of a zoning lot, whichever is lower.

*12.3.2. Permitted signs—Commercial districts.*

- A. On premises signs which are exempt from permit requirements under this article.
- B. On-premises signs permitted in residential districts subject to obtaining a sign permit.
- C. On-premises portable signs subject to the following:
  1. Signs shall not be closer than 15 feet from the property lines.
  2. Signs shall not have a total height greater than ten feet above the level

of the street upon which the sign faces.

3. Signs shall not have a sign face exceeding 50 square feet.
4. Signs shall meet all requirements contained in the Building and Environmental Ordinance [Chapter 30 of the Code].

D. On-premises novelty signs subject to the following:

1. Signs, including sign structures, shall not project higher than 30 feet above established average grade of a zoning lot.
2. Signs shall be required to be set back from the right-of-way line a distance of the minimum setback requirement of the zoning district.
3. Signs may be erected on the roof of a building provided that the sign complies with all regulations in the Cook County Building and Environmental Ordinance [Chapter 30 of the Code].

E. On-premises identification and advertising signs, affixed to buildings, subject to the following:

1. Signs located on the front or rear walls of a principal building shall not have a sign face area exceeding 20 percent of the area of the wall (including doors and windows) to which the sign is affixed. Signs located on side walls of a principal building shall not have a sign face area exceeding ten percent of the area of a side wall (including doors and windows). In no case shall a sign face area exceed 100 square feet.
2. Signs suspended from buildings shall not project more than four feet from the front of a building, and the bottom of such signs shall not be less than ten feet above the finished grade of the sidewalk or ground elevation and shall not exceed 30 feet in height. Sign locations shall be subject to approval by the Department of Building and Zoning. Signs shall not project into or over the right-of-way.
3. One sign face per facade may be allowed. In no case shall signs project higher than four feet above a roofline.

F. On-premises freestanding signs subject to the following:

1. Signs shall not be closer than 15 feet from the property lines.
2. Signs shall not have a total height greater than 20 feet above the level of the street upon which a sign faces.
3. Signs shall not have a sign face area exceeding 200 square feet.

*12.3.3. Permitted signs—Industrial Districts.*

- A. On-premises signs which are exempt from permit requirements under this article.
- B. Signs permitted in commercial districts subject to obtaining a permit.
- C. Billboards and off- premises advertising signs subject to the requirements set forth under separate ordinance.

# **STAFF COMMENT**

# **BOARD COMMENT**

# **PUBLIC COMMENT**

# **EXECUTIVE SESSION**

## **ADJOURN TO EXECUTIVE SESSION TO DISCUSS:**

- A. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.**
  
- B. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.**
  
- C. THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY.**