### **MEETING NOTICE**

**NOTICE IS HEREBY GIVEN** that the Special Meeting of the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, December 3, 2019, beginning at 8:00 p.m. in the Council Chambers at the Village Hall of Tinley Park, 16250 South Oak Park Avenue, Tinley Park, Illinois.

8:00 p.m.	CALL TO ORDER	
	PLEDGE OF ALLEGIANCE	
	ROLL CALL	
<u>ITEM #1</u>		
SUBJECT:	CONSIDER APPROVAL OF AGENDA	
ACTION:	Discussion - Consider approval of agenda as written or amended.	
COMMENTS:		
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<u>ITEM #2</u>		
SUBJECT:	CONSIDER ADOPTING ORDINANCE 2019-O-077 AMENDING CHAPTER 43 OF THE TINLEY PARK MUNICIPAL CODE – PUBLIC COMMENT - Trustee Brady	
ACTION:	Discussion: This ordinance amends the Village's Public Comment policy by clarifying certain rules and procedures pertaining to both special and regular board meetings. <u>This</u> Ordinance is eligible for adoption.	
COMMENTS:		
<u>ITEM #3</u>		
SUBJECT:	CONSIDER APPROVAL OF MINUTES OF THE SPECIAL VILLAGE BOARD MEETINGS HELD ON NOVEMBER 5, AND NOVEMBER 12, 2019.	
ACTION:	Discussion: Consider approval of minutes as written or amended.	
COMMENTS:		

### ITEM #4 CONDUCT A SWEARING IN CEREMONY FOR POLICE OFFICERS TROY WHITE-SUBJECT: MEYER AND RONALD FUGGER - Trustee Brennan Discussion: Clerk Thirion will swear in Police Officers Troy White-Meyer and Ronald ACTION: Fugger. No Specific Action Required. COMMENTS: **ITEM #5** CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS: SUBJECT: A. CONSIDER APPROVING THE 2020 REGULAR VILLAGE BOARD MEETING AND STANDING COMMITTEE MEETING SCHEDULE. CONSIDER ADOPTING RESOLUTION 2019-R-117 APPROVING A B. 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

DECEMBER 3, 2020, OR UNTIL A WINNER IS DRAWN, WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED \$25,000. WINNERS WILL BE DRAWN WEEKLY AT THE HARALD VIKING LODGE.
D. CONSIDER REQUEST FROM ST. GEORGE CATHOLIC SCHOOL, 6700 W. 176TH STREET, TO CONDUCT A RAFFLE THROUGH MAY 8, 2020, WITH THE MAXIMUM VALUE OF THE PRICE NOT TO EXCEED \$19,500. WINNERS

CONSIDER REQUEST FROM THE HARALD VIKING LODGE #13, 6730 W. 175TH STREET, TO CONDUCT A QUEEN OF HEARTS RAFFLE THROUGH

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.

WILL BE DRAWN AT THE SCHOOL ON MAY 8, 2020.
E. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$6,832,122.32 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED NOVEMBER 8, NOVEMBER 15, NOVEMBER 22, AND NOVEMBER 27, 2019.

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

C.

SUBJECT: CONSIDER ORDINANCE 2019-O-052 GRANTING CERTAIN VARIATIONS TO PERMIT THE CONSTRUCTION OF A ONE-STORY BUILDING ADDITION ON THE PARK OAKS BUILDING AT 17322 OAK PARK AVENUE (JAMES VROEGH) - Trustee Mueller

### ACTION: Discussion: The Petitioner, James Vroegh, on behalf of Park Oaks Commercial Condominium Association (Owner), is seeking 5 Variations from the Zoning Code related to building height, building depth, percent of street-level glazing, building materials, and architectural style to construct an approximately 352 sq. ft. 1-story addition on the existing 3-story Park Oaks Condominium mixed-use development located at 17322 Oak Park Avenue in the DC (Downtown Core) Zoning District.

Findings presented at the Public Hearing on August 15, 2019, did not support the Variation request. Therefore, the Plan Commission voted 2-7 to recommend denial of all Variations in accordance with plans as listed in the "Listed Reviewed Plans" and Findings of Fact listed in the August 15, 2019 Staff Report. This case was brought to the Village Board on October 1, 2019. It was postponed until November 5, 2019, then again to December 3, 2019. <u>This</u> Ordinance is eligible for first reading.

#### COMMENTS:

### <u>ITEM #7</u>

SUBJECT:CONSIDER ORDINANCE 2019-O-074 GRANTING TEXT AMENDMENTS TO<br/>SECTIONS II.B (DEFINITIONS), SECTION III.U. (SITE PLAN REVIEW), SECTION<br/>V.C.4. (ELEVATIONS AND FACADES), SECTION V.C.7 (GENERAL<br/>REQUIREMENTS/ALL BUSINESS & COMMERCIAL DISTRICTS) AND SECTION<br/>V.C.10 (SITE DEVELOPMENT STANDARDS FOR INDUSTRIAL USES) OF THE<br/>ZONING ORDINANCE TO INCORPORATE MASONRY REQUIREMENTS FOR<br/>RESIDENTIAL, COMMERCIAL AND INDUSTRIAL USES - Trustee Mueller

#### **ACTION:**

ON: Discussion: Staff is currently working with a consultant to update the Tinley Park Comprehensive Building Code which will include transferring masonry requirements from the Building Code into the Zoning Ordinance. Staff is proposing that current requirements for brick construction remain intact for residential and commercial districts. However, masonry requirements for industrial districts have been re-evaluated in light of current development trends and increasing masonry building material costs. The proposed amendments reduce the requirement for brick in industrial districts, especially for the larger structures. The proposed amendments also provide for architectural review with established design guidelines as part of site plan review, which will allow for a more consistent review and maintain a standard of quality for the community. These amendments will streamline the review process and result in regulations that support economic development rather than function as an encumbrance to industrial growth. The Plan Commission held a Public Hearing on November 21, 2019, and unanimously recommended the proposed text amendments for approval to the Village Board. <u>This Ordinance is eligible for first reading.</u>

COMMENTS:	
<u>ITEM #8</u>	
SUBJECT:	CONSIDER ADOPTING ORDINANCE 2019-O-075 AMENDING ORDINANCE 91-O-083 (NORTH CREEK BUSINESS PARK PUD) TO PERMIT AN "AUTOMOBILE SERVICE (GAS) STATION WITH A CONVENIENCE STORE AS A PERMITTED USE ON LOT 1 OF THE NORTH CREEK FOOD N FUEL RESUBDIVISION" - Trustee Mueller
ACTION:	Discussion: The Petitioner, Leonard McEnery on behalf of Lenny's Food N Fuel 183rd Street, LLC, is seeking an amendment to the existing North Creek Business Park Planned Unit Development ordinance. The amendment would permit a gas station and convenience store as a permitted use on the lot proposed to be resubdivided for a Food N Fuel at 7451 183rd Street. The Plan Commission held a Public Hearing on November 21, 2019, and voted 6-0 to recommend approval of the amendment to Ordinance 91-O-083. <u>This Ordinance is</u> <u>eligible for adoption.</u>
COMMENTS:	
<u>ITEM #9</u>	
SUBJECT:	CONSIDER ADOPTING ORDINANCE 2019-O-076 GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION FROM THE NORTH CREEK BUSINESS PARK PLANNED UNIT DEVELOPMENT WITH EXCEPTIONS FROM THE ZONING ORDINANCE TO PERMIT THE CONSTRUCTION OF A FOOD N FUEL AUTOMOBILE SERVICE STATION AND CONVENIENCE STORE AT 7451 183RD STREET - Trustee Mueller
ACTION:	Discussion: The Petitioner, Leonard McEnery on behalf of Lenny's Food N Fuel 183rd Street, LLC (contract purchaser), is a seeking Special Use Permit for a Substantial Deviation from the North Creek Business Park Planned Unit Development to construct a gas station and convenience store at 7451 183rd Street in the ORI PD (Office & Restricted Industrial, North Creek Business Park PUD) Zoning District. The proposed gas station site includes 18 vehicle fueling stations, 3 large truck fueling stations, and a 9,100 sq. ft. convenience store building. The convenience store building includes space for a Dunkin' Donuts with a drive- thru and a second food service vendor to be determined later. The Plan Commission held a Public Hearing on November 21, 2019, and voted 6-0 to recommend approval of the Special Use with recommended conditions in accordance with the plans as listed in the "Listed Reviewed Plans" and Findings of Fact in the November 21, 2019, Staff Report. <u>This</u> <u>Ordinance is eligible for adoption.</u>
COMMENTS:	

### **ITEM #10** CONSIDER ADOPTING RESOLUTION 2019-R-119 APPROVING AND ACCEPTING A SUBJECT: FINAL PLAT OF RESUBDIVISION FOR THE NORTH CREEK FOOD N FUEL LOCATED AT 7451 183RD STREET - Trustee Mueller ACTION: Discussion: The Petitioner, Leonard McEnery on behalf of Lenny's Food N Fuel 183rd Street, LLC (contract purchaser), has requested Final Plat approval for the North Creek Food N Fuel Resubdivision associated with the proposed Food N fuel gas station and convenience store at 7451 183rd Street. The Plat will consolidate 2 parcels along 183rd Street and 178.27 sq. ft. from the vacant lot to the south, resulting in a single 3-acre parcel. The Plat also includes all existing utility easements, cross-access easements to neighboring properties, and a sidewalk easement for installation of a public sidewalk on a portion of the property. The Plan Commission reviewed the Final Plat of Resubdivision on November 21, 2019, and voted 6-0 to recommend approval. This Resolution is eligible for adoption. COMMENTS: **ITEM #11** CONSIDER ADOPTING ORDINANCE 2019-O-080 AMENDING CHAPTER 39 OF THE SUBJECT: TINLEY PARK MUNICIPAL CODE - ETHICS - Village Manager Niemeyer ACTION: Discussion: This ordinance amends the Village's Ethics Ordinance specifically pertaining to yearly disclosure requirements. The disclosure requirements have long been confusing to officials and employees. This amendment streamlines the disclosure process and aligns the disclosure forms and process with most other municipalities. This Ordinance is eligible for adoption. COMMENTS: **ITEM #12** CONSIDER ADOPTING RESOLUTION 2019-R-121 AUTHORIZING THE EXECUTION SUBJECT: OF A PARATRANSIT AGREEMENT - PACE - Trustee Brady Discussion: Pending approval of this agreement at the Committee of the Whole held prior to ACTION: this meeting, this Resolution would authorize the annual agreement with PACE where it provide approximately 1/4 of the operating cost of the program. The "Dial-A-Ride" program in the Village provides nearly 10,000 rides to its residents annually. The proposed total expense of this year's 2020 budget from PACE is \$79,660, with an estimated PACE subsidy of \$17,448 and an estimated local share of \$54,583. Each year PACE subsidizes approximately \$20,000 of our program and approximately \$10,000 comes from ticket sales, leaving the Village with a net cost of roughly \$54,000. This Resolution was discussed at the Committee of the Whole on December 3rd, 2019. This Resolution is eligible for adoption.

COMMENTS:	
<u>ITEM #13</u>	
SUBJECT:	CONSIDER ADOPTING ORDINANCE 2019-O-079 AMENDING ORDINANCE 2009-O- 002 ESTABLISHING CRITERIA FOR THE DETERMINATION OF A RESPONSIBLE BIDDER FOR THE VILLAGE PUBLIC WORKS PROJECTS – Trustee Glotz
ACTION:	Discussion: Staff has reviewed the Responsible Bidder's Ordinance, which is part of our Purchasing Policy, and has some verbiage suggestions for the attached version. There have been a few changes since this was presented to the Public Works Committee on November 12, 2019. The final version will include same additional changes to comply with State law. <b>This Ordinance is eligible for adoption.</b>
COMMENTS:	
<u>ITEM #14</u>	
SUBJECT:	CONSIDER ADOPTING RESOLUTION 2019-R-118 APPROVING THE UPDATE OF THE COOK COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN - Trustee Brennan
ACTION:	Discussion: Beginning in 2011, the Tinley Park Emergency Management department, under the direction of Cook County Emergency Management, began the planning and development for a Cook County Multi-Jurisdictional All Hazards Mitigation Plan (HMP). The initial plan was completed and adopted in 2014. The updated plan is designed to prepare for and reduce the impacts of specified natural hazards. The plan also allows for the pooling of regional resources and creation of a uniform regional hazard mitigation strategy. Completion and adoption of the HMP will allow all participating agencies, jurisdictions and partners to receive grant funds through the Hazard Mitigation Grant Program administered by the Federal Emergency Management Agency (FEMA). This item was discussed at the December 3, 2019, Committee of the Whole meeting. <u>This Resolution is eligible for</u> <u>adoption.</u>
COMMENTS:	

- SUBJECT: CONSIDER ADOPTING RESOLUTION 2019-R-116 APPROVING A SUB-AWARD AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE COUNTY OF COOK - EMERGENCY MANAGEMENT AND REGIONAL SECURITY (ALPR TECHNOLOGY SYSTEM PROJECT) - Trustee Brennan
- ACTION: Discussion: In April of 2019, the Tinley Park Emergency Management Agency applied for an Urban Area Security Intiative (UASI) grant through Cook County Emergency Management and administerd by the State of Illinois Emergency Management Agency (IEMA). The grant program is designed to assist high-threat, high density Urban Areas in their efforts to build, sustain, and deliver the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. In July, the Village was notified of the award in the amount of \$223,000 with a Village match of \$20,000 for the ALPR (automatic license plate recognition) Technology System Project. This item was discussed and recommended for board approval at the Committee of the Whole meeting on December 3, 2019. **This Resolution is eligible for adoption.**

### COMMENTS:

### **ITEM #16**

- SUBJECT: CONSIDER ADOPTING ORDINANCE 2019-O-064 LEVYING TAXES FOR CORPORATE PURPOSES FOR THE VILLAGE OF TINLEY PARK 2019 TAX LEVY YEAR - Trustee Galante
- ACTION: Discussion: The property tax levy request for 2019 will be set at \$27,570,532. This amount represents a 2.9% increase over the previous year's requested tax levy dollars. This levy amount is net of the abatements for debt service considered in Ordinances 2019-O-065 through 2019-O-067 in a total amount of \$1,901,420. If these funds were not abated, the total required levy would be \$29,471,952 and would represent an increase of 7%. The Village of Tinley Park portion of the levy amounts to \$21,566,852. The Tinley Park Public Library portion of the levy amounts to \$6,003,680. Since the overall levy increase is less than 5% of the prior year's extended levy, publication of a Truth in Taxation notice (Black Box) and Public Hearing are not required. The amount of the levy was reviewed and determined at the Committee of the Whole meeting held on November 5, 2019. The Library Levy request was approved at the Library Board meeting held on November 11, 2019. <u>This</u> <u>Ordinance is eligible for adoption.</u>

### COMMENTS:

- SUBJECT: CONSIDER ADOPTING ORDINANCE 2019-O-065 ABATING A PORTION OF THE 2019 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED MARCH 3, 2009 IN CONNECTION WITH THE ISSUANCE OF \$10,235,000 GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2009, OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS -Trustee Galante
- ACTION: Discussion: The 2019 tax levy for this bond issue is established at \$1,180,495 and the Village is in a position to abate \$785,870 of this levy from the following sources and amounts:

Water and Sewer Revenue Fund	\$385,297.80
Tax/Bond Stabilization Fund	\$297,672.20
Surtax Capital Projects Fund	\$102,900.00

The net levy for this bond issue will be \$350,000. The tax levy and related items were discussed at the Committee of the Whole meeting held on November 5, 2019. <u>This</u> Ordinance is eligible for adoption.

### COMMENTS:

### **ITEM #18**

SUBJECT:	CONSIDER ADOPTING ORDINANCE 2019-O-066 ABATING A PORTION OF THE 2019 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED AUGUST 16, 2011, IN CONNECTION WITH THE ISSUANCE OF \$5,940,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011, OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS (LIBRARY) - Trustee Galante
ACTION:	Discussion: The 2019 tax levy for this bond issue is established at \$685,200, and the Village is in a position to abate \$150,000 of this levy from the Village's Surtax Capital Projects Fund. The net levy will be \$535,200 for this bond issue. This debt service item appears as part of the levy for the Tinley Park Public Library. The tax levy and related items were discussed at the Committee of the Whole meeting held on November 5, 2019. <u>This</u> Ordinance is eligible for adoption.

COMMENTS:

SUBJECT: CONSIDER ADOPTING ORDINANCE 2019-O-067 ABATING ALL OF THE 2019 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED JUNE 5, 2013, IN CONNECTION WITH THE ISSUANCE OF \$11,340,000 GENERAL OBLIGATION BONDS, SERIES 2013, OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS - Trustee Galante

## ACTION: Discussion: The 2019 tax levy requirement for this bond issue is established at \$965,850 and the Village is in a position to abate the entire amount of this levy from the following sources and amounts:

Hotel/Motel Tax Fund/Oak Park Avenue TIF	\$386,340.00
Surtax Capital Projects Fund	\$413,905.38
Water & Sewer Fund	\$137,971.67
Stormwater Management Fund	\$17,257.73
Main Street South TIF	\$10,373.22

The tax levy and related items were discussed at the Committee of the Whole meeting held on November 5, 2019. **This Ordinance is eligible for adoption.** 

### COMMENTS:

### ITEM #20

SUBJECT:	CONSIDER ADOPTING ORDINANCE 2019-O-068 ABATING A PORTION OF THE VILLAGE OF TINLEY PARK TAX YEAR 2019 PROPERTY TAXES EXTENDED FOR 8451 183RD PLACE, TINLEY PARK, WILL COUNTY, ILLINOIS (SURFACE SHIELDS, INC. INDUCEMENT AGREEMENT) - Trustee Galante
ACTION:	Discussion: In July 2017, the Village Board approved Resolution 2017-R-039 adopting an inducement agreement with Surface Shields, Inc. to locate its manufacturing facility in Tinley Park. Under this agreement, provided that the Company met or exceeded certain benchmarks, the Village would abate 50% of the property taxes extended for the Village of Tinley Park for a period of 4 years. The Company has met the requirements of the inducement agreement and is eligible for a tax abatement as provided under the agreement. This Ordinance represents the second year of abatements under the inducement agreement. This Ordinance will direct the Will County Clerk to abate 50% of the property taxes extended against this property. The tax levy and related items were discussed at the Committee of the Whole meeting held on November 5, 2019. This Ordinance is eligible for adoption.
COMMENTS:	

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<u>ITEM #21</u>	
SUBJECT:	CONSIDER ADOPTING ORDINANCE 2019-O-069 ABATING A PORTION OF THE TAX YEAR 2019 VILLAGE OF TINLEY PARK PROPERTY TAXES EXTENDED FOR 18501 CONVENTION CENTER DRIVE, TINLEY PARK, WILL COUNTY, ILLINOIS (DEVELOPMENT INCENTIVE AGREEMENT FOR THE TINLEY PARK HOTEL AND CONVENTION CENTER) - Trustee Galante
ACTION:	Discussion: In July 2017, the Village of Tinley Park entered into agreements with Elementary School District 159, Rich Township High School District 227, and The Harp Group, Inc. related to the hotel property located at 18501 Convention Center Drive and attached to the Village's Convention Center facility. The Harp Group purchased the hotel property and requested assistance with regard to the significant property tax bill for this location. Under these agreements, the 3 governments (Village, 159 and 227) will abate 50% of the respective government's property taxes extended for the property for a period of 10 years, or a cumulative and collective \$4 million in abatements, whichever comes first. This Ordinance represents the second year of abatement, and a copy of the Ordinance will be filed with the Cook County Clerk. The 2 school districts will provide similar direction for their respective abatements to the Cook County Clerk. The tax levy and related items were discussed at the Committee of the Whole meeting held on November 5, 2019. This Ordinance is eligible for adoption.
COMMENTS:	
<u>ITEM #22</u>	
SUBJECT:	RECEIVE COMMENTS FROM STAFF -
COMMENTS:	
<u>ITEM #23</u>	
SUBJECT:	RECEIVE COMMENTS FROM THE BOARD -
COMMENTS:	
<u>ITEM #24</u>	
SUBJECT:	RECEIVE COMMENTS FROM THE PUBLIC -
COMMENTS:	

### <u>ITEM #25</u>

SUBJECT: ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- A. LITIGATION, WHEN AN ACTION AGAINST, AFFECTING OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE TRIBUNAL, OR WHEN THE PUBLIC BODY FINDS THAT AN ACTION IS PROBABLE OR IMMINENT, IN WHICH CASE THE BASIS FOR THE FINDING SHALL BE RECORDED AND ENTERED INTO THE MINUTES OF THE CLOSED MEETING.
- B. 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.
- C. 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.
- D. THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY.
- E. COLLECTIVE NEGOTIATING MATTERS BETWEEN THE PUBLIC BODY AND ITS EMPLOYEES OR THEIR REPRESENTATIVE, OR DELIBERATIONS CONCERNING SALARY SCHEDULES FOR ONE OR MORE CLASSES OF EMPLOYEES.
- F. DISCUSSION OF MINUTES OF MEETINGS LAWFULLY CLOSED UNDER THIS ACT, WHETHER FOR PURPOSES OF APPROVAL BY THE BODY OF THE MINUTES OR SEMI-ANNUAL REVIEW OF THE MINUTES AS MANDATED BY SECTION 2.06.

ADJOURNMENT

# CONSIDER ADOPTING ORDINANCE 2019-O-077 AMENDING CHAPTER 43 OF THE TINLEY PARK MUNICIPAL CODE-PUBLIC COMMENT

**Trustee Brady** 

VILLAGE OF TINLEY ...

November 5, 2019 1 Special Meeting of the Board of Trustees - Minutes

### MINUTES OF THE SPECIAL BOARD MEETING OF THE TRUSTEES, VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, HELD NOVEMBER 5, 2019

The special 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 November 5, 2019. President Vandenberg called this meeting to order at 8:16 p.m. and led the Board and audience in the Pledge of Allegiance.

Present and responding to roll call were the following:

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
Ausent.	INDIC
Also Present:	
Village Manager:	David Niemeyer
Asst. Village Manager:	Patrick Carr
Village Attorney:	Patrick Connelly

Motion was made by Trustee Glotz, seconded by Trustee Mueller, 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 Glotz, seconded by Trustee Mueller, to approve and place on file the minutes of the Special Village Board Meeting held on October 15, 2019. Vote by voice call. President Vandenberg declared the motion carried.

At this time a presentation was received regarding Cook County updates and the Village's Urban Areas Security Initiative (UASI) Grant from Cook County Commissioner Donna Miller.

Motion was made by Trustee Brennan, seconded by Trustee Mueller, to **RECEIVE A PRESENTATION ON THE 2019 "TINLEY WISH" PROGRAM**. This is the twenty-fourth (24th) year that Tinley Wish has helped families in Tinley Park during the holidays. Sergeant Butler invited the Board and public to the present wrapping event on Saturday, December 7, 2019, at 9:00 a.m. at the Tinley Park Police Department and to the presentation day event on Saturday, December 14, 2019. He noted that nominations for families in need are due by November 11, 2019.

President Vandenberg introduce the Boys Scouts from Troop 442 from the Tinley Park Community Church. The Scouts were attending the Village Board meeting to work on a citizenship merit badge.

### **November 5, 2019** 2 Special Meeting of the Board of Trustees - Minutes

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

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

- A. CONSIDER ADOPTING ORDINANCE 2019-O-061 AUTHORIZING THE DISPOSAL OF SURPLUS PERSONAL PROPERTY OWNED BY THE VILLAGE OF TINLEY PARK.
- B. CONSIDER REQUEST FROM THE TINLEY PARK BULLDOGS YOUTH BASEBALL AND SOFTBALL TO CONDUCT A TAG DAY FUNDRAISER ON SATURDAY, APRIL 18, 2020, AT CERTAIN INTERSECTIONS IN THE VILLAGE OF TINLEY PARK.
- C. CONSIDER REQUEST FROM THE VETERINARY MEDICAL POLITICAL ACTION COMMITTEE TO CONDUCT A RAFFLE ON NOVEMBER 8 AND 9, 2019, WITH THE WINNER TO BE DRAWN AT THE TINLEY PARK CONVENTION CENTER ON NOVEMBER 9, 2019.
- D. CONSIDER ADOPTING RESOLUTION 2019-R-112 APPROVING AN ADD SERVICES AGREEMENT WITH KMA AND ASSOCIATES (WAYFINDING).
- E. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$2,389,785.96 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED OCTOBER 18, OCTOBER 25, 2019, AND NOVEMBER 1, 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 Mueller, seconded by Trustee Glotz, to postpone **ORDINANCE NUMBER 2019-O-052 GRANTING CERTAIN VARIATIONS TO PERMIT THE CONSTRUCTION OF A ONE-STORY BUILDING ADDITION ON THE PARK OAKS BUILDING AT 17322 OAK PARK AVENUE (JAMES VROEGH)** to the December 3, 2019, Village Board meeting. Trustee Glotz noted that Trustee Mueller and the Village Attorney will be meeting with James Vroegh on November 7, 2019. 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 Glotz, to waive first reading, adopt and place on file ORDINANCE NUMBER 2019-O-071 GRANTING A 10 FOOT VARIATION FROM SECTION V.B. SCHEDULE II (SCHEDULE OF DISTRICT REQUIREMENTS) OF THE ZONING ORDINANCE TO PERMIT A REAR YARD SETBACK OF 20 FEET WHERE THE REQUIRED REAR YARD SETBACK IS 30 FEET TO CONSTRUCT A 150 SQ. FT. HOME ADDITION AT 16440 84TH AVENUE IN THE R-4 PD (SINGLE-FAMILY RESIDENTIAL,

### November 5, 20193Special Meeting of the Board of Trustees - Minutes

**CHERRY HILL FARMS PUD) ZONING DISTRICT (AKRAM AREKAT).** The Petitioner, Akram Arekat (owner), located at 16440 84<sup>TH</sup> Avenue, is seeking a Variation to permit a principal structure, three-season room, addition that encroaches within the required rear yard setback. The Zoning Board of Appeals held a Public Hearing on October 10, 2019 and voted 3-1 to recommend approval of the requested Variation in accordance with plans as listed in the "List of Reviewed Plans" in the October 10, 2019 Staff Report. The Zoning Board of Appeals revised the recommended conditions to include a requirement that the base of the addition be constructed with brick materials that match the existing structure's first-floor brick. 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 Brady, to adopt and place on file **CONSIDER ADOPTING RESOLUTION 2019-R-113 APPROVING A FOUNDATION ONLY PERMIT (FOP) FOR UNION SQUARE TOWNHOMES (PHASE 2, BUILDING A).** Union Square developer, Mike Halleran, is requesting a Foundation Only Permit (FOP) for Building A in Phase 2 of his townhome development located on the north side of 179th Street at Oak Park Avenue. He is requesting the FOP so that he can complete construction of the building by spring as part of his pre-sale obligations for 3 of the 5 units. A building permit cannot be issued due to the expiration of the MWRD permit for the project. An extension for the permit has been applied for, but it is uncertain as to when it will be issued. The granting of this permit will allow the developer to commence work on the foundation immediately. 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 the Staff would care to address the Board.

Dominic Sanfilippo stated that Commissioner Dan Patlak of the Cook County Board of Review will be presenting a tax appeal seminar at 6:00 p.m. on Thursday, November 21, 2019, in the Kallsen Center at the Village Hall of Tinley Park. This is specifically focused toward Bremen Township, as their filing date deadline is December 3, 2019.

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

Trustee Berg wished all the Tinley Park Veterans a happy Veterans Day.

Trustee Glotz thanked the Village Attorney's Office, Terica Ketchum and the Clerk's Office for the great job they do with FOIA related issues.

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

A citizen asked the Board to elaborate on the correspondence received by the Village from the State regarding the Tinley Park Mental Health Center property. Village Attorney Connelly stated the Village had received a letter from the Illinois Department of Central Management Services (CMS) stating that they are not interested in selling the land to the Village at this time. The Village has reached out to CMS for clarification, but has not heard from them as of yet. The Village continue to reach out to CMS for clarification.

Motion was made by Trustee Glotz, seconded by Trustee Mueller, at 8:41 p.m. to adjourn to Executive

### November 5, 2019 4 Special Meeting of the Board of Trustees - Minutes

Session to discuss the following:

- A. LITIGATION, WHEN AN ACTION AGAINST, AFFECTING OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE TRIBUNAL, OR WHEN THE PUBLIC BODY FINDS THAT AN ACTION IS PROBABLE OR IMMINENT, IN WHICH CASE THE BASIS FOR THE FINDING SHALL BE RECORDED AND ENTERED INTO THE MINUTES OF THE CLOSED MEETING.
- B. COLLECTIVE NEGOTIATING MATTERS BETWEEN THE PUBLIC BODY AND ITS EMPLOYEES OR THEIR REPRESENTATIVES, OR DELIBERATIONS CONCERNING SALARY SCHEDULES FOR ONE OR MORE CLASSES OF EMPLOYEES.
- C. 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.
- D. 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.
- E. 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 Mueller, seconded by Trustee Brennan, to adjourn the Executive Session and reconvene the special Board meeting. Vote by voice call. President Vandenberg declared the motion carried and reconvened the special Board meeting at 10:06 p.m.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to adjourn the special Board meeting. Vote by voice call. President Vandenberg declared the motion carried and adjourned the special Board meeting at 10:06 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:

ATTEST:

Village President

Village Clerk

VILLAGE OF TINLEY ...

November 12, 2019 1 Special Meeting of the Board of Trustees - Minutes

### MINUTES OF THE SPECIAL BOARD MEETING OF THE TRUSTEES, VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, HELD NOVEMBER 12, 2019

The special 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 November 12, 2019. President Vandenberg called this meeting to order at 6:31 p.m. and led the Board and audience in the Pledge of Allegiance.

Present and responding to roll call were the following:

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
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Also Present:	
Village Manager:	David Niemeyer
Asst. Village Manager:	Patrick Carr
Village Attorney:	Patrick Connelly
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Motion was made by Trustee Brennan, seconded by Trustee Mueller, 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 Brennan, seconded by Trustee Berg, at 6:33 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.

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 Brady, to adjourn the Executive Session and reconvene the special Board meeting. Vote by voice call. President Vandenberg declared the motion carried and reconvened the special Board meeting at 8:26 p.m.

### **November 12, 2019** 2 Special Meeting of the Board of Trustees - Minutes

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to adopt and place on file **RESOLUTION 2019-R-115 APPROVING AN AMENDMENT TO THE VARIOUS OAK PARK AVENUE GRANTS TO THE VETERINARY CLINIC OF TINLEY PARK LOCATED AT 17745 S. OAK PARK AVENUE (CYNTHIA CECOTT, OWNER).** The applicant is requesting to amend their original facade grant which was adopted by Resolution 2019-R-025 on April 10, 2019. The applicant has modified the exterior roof elements that were originally approved. This modification required the applicant to bring forth the revised drawings and request an amendment to their facade grant. In addition, the proposed wall sign is placed on a raceway which is not in compliance with the sign grant guidelines. They are also requesting this sign be approved. This item was discussed at the Economic Commercial Commission on November 11, 2019, and passed unanimously. 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 Brady, to adopt and place on file **RESOLUTION 2019-R-114 APROVING AND AWARDING AN OAK PARK AVENUE PLAYBOOK GRANT (CODE COMPLIANCE) TO ROBERT THIES FOR PROPERTY LOCATED AT 17326 S. OAK PARK AVENUE.** Dr. Robert Thies, the owner of 17326 Oak Park Avenue, Tinley Park, plans to install a fire sprinkler system in order to comply with the Village's code requirements. The applicant was previously awarded a façade grant for \$35,000. The Village Board approved this grant on October 1, 2019. If the applicant's request for additional grant funding is approved, the applicant will have received approval for a total of \$70,000 in grant funding this fiscal year. The maximum allowed is \$70,000 per fiscal year. This item was discussed at the Economic Commercial Commission on November 11, 2019, and passed unanimously. 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 Brady, seconded by Trustee Mueller, to adopt and place on file ORDINANCE 2019-O-073 AMENDING VARIOUS SECTIONS OF TITLE 9, CHAPTER 112 OF THE TINLEY MUNICIPAL CODE PERTAINING TO DEFINITIONS AND LIQUOR LICENSE CLASSIFICATIONS. The proposed Ordinance would add Class U and Class UV Liquor License Classifications for licensed truck stop establishments. 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 Berg, seconded by Trustee Galante, to adopt and place on file ORDINANCE 2019-O-072 AMENDING TITLE XIII, CHAPTER 132, SECTION 23 OF THE TINLEY PARK VILLAGE CODE ENTITLED "VIDEO GAMING" INCLUDING THE FOLLOWING SCRIVENER ERRORS AND DETAILS:

• (G) 4 SHOULD READ - For a new applicant, that said applicant applying for a license to operate video gaming terminals, has been operating under a valid C/O at its current address for at least 365 days and that the applicant's establishment has generated at least 60 percent of its revenue from the sale of food or beverages. However, if an applicant currently operates an establishment in compliance with this section and wishes to operate another establishment similar to the initial establishment, the applicant will be

### **November 12, 2019** 3 Special Meeting of the Board of Trustees - Minutes

exempt from the one-year waiting period described above. Whether the new establishment is similar to the previously operated establishment is determined by the Liquor Commissioner in the Commissioner's sole discretion.

- (G) 5 SHOULD READ For an applicant who has been previously issued a license under this article, the applicant's establishment has not maintained at a minimum 60 percent of total revenue annually from the sale of food or beverages.
- (G) 7 SHOULD READ <u>The requirements related to minimum level of sales of food and</u> <u>beverages shall not apply to any licensed fraternal establishment or any licensed veteran</u> <u>establishment, or licensed truck stop.</u>

The proposed Ordinance would variously amend the Village Code by allowing up to six (6) machines at each establishment; clarify that all licensed establishments including truck stops are subject to the Village's regulations; create a provision whereby establishments would not be able to request a video gaming license unless they have been in business for three hundred sixty five (365) consecutive days; and clarify that the Ordinance does not create any new food or beverage revenue thresholds for establishments, due to those thresholds already being covered by the earlier creation of the Video Gaming Hall Liquor License Classification. 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 the Staff would care to address the Board.

No one came forward.

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

Trustee Glotz asked two (2) questions regarding the Tinley Park Mental Health Center property:

- 1. Trustee Glotz asked Fire Chief Reeder if the Village has a safety plan in place for an emergency at the property. Chief Reeder replied in the event of a fire, the water supply at the property would be the issue. A contingency plan would be to bring in water supplies from across the street depending on where the fire is located or tank/tender units from other communities could be used. There are other problems for the fire department on the property which include environmental, sight, building, and street issues. Risk management would have to be taken into consideration depending on the circumstance. Each area of the complex has its own set of issues.
- 2. Trustee Glotz asked Police Chief Walsh what the Village's jurisdictional authority is on the property. Chief Walsh stated that the State Police have the ultimate jurisdiction and the property does have its own security. The Tinley Park Police are the first responder to the property, but once the State Police arrive on the call is turned over to the State Police.

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

A citizen asked if drone coverage of the Tinley Park Mental Health Center was available via the Village website. President Vandenberg noted that Village Council would need to look into this.

Motion was made by Trustee Glotz, seconded by Trustee Berg, to adjourn the special Board meeting. Vote by voice call. President Vandenberg declared the motion carried and adjourned the special Board meeting at 8:43 p.m.

### November 12, 2019 4 Special Meeting of the Board of Trustees - Minutes

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**:

ATTEST:	Village President
Village Clerk	

## CONDUCT A SWEARING IN CEREMONY FOR POLICE OFFICERS TROY WHITE-MEYER & RONALD FUGGER

**Trustee Brennan** 

FOR INFORMATION AND POSTING PUPOSES Per 5 ILCS 120/2.02 (b)

### NOTICE OF SCHEDULE OF REGULAR MEETINGS OF THE BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, ILLINOIS, FOR THE CALENDAR YEAR 2020

NOTICE IS HEREBY GIVEN that the **BOARD OF TRUSTEES** of the Village of Tinley Park, Illinois will conduct its regular meetings for the calendar year 2020 at the Village Hall, 16250 S. Oak Park Avenue, Tinley Park, Illinois, **<u>at 7:30 PM</u>** local time, on the following dates:

January 7, 2020	July 7, 2020
January 21, 2020	July 21, 2020
February 4, 2020	August 4, 2020
February 18, 2020	August 18, 2020
March 3, 2020	September 1, 2020
March 17, 2020	September 15, 2020
April 7, 2020	October 6, 2020
April 21, 2020	October 20, 2020
May 5, 2020	November 3, 2020
May 19, 2020	November 17, 2020
June 2, 2020	December 1, 2020
June 16, 2020	December 15, 2020

Board of Trustees Village of Tinley Park, IL

By: Kristin A. Thirion Village Clerk FOR INFORMATION AND POSTING PUPOSES Per 5 ILCS 120/2.02 (b)

### NOTICE OF SCHEDULE OF REGULAR MEETINGS OF THE <u>PUBLIC SAFETY; PUBLIC WORKS; AND ADMINISTRATION AND LEGAL COMMITTEES</u> OF THE BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, ILLINOIS, FOR THE CALENDAR YEAR 2020

### NOTICE IS HEREBY GIVEN that the **PUBLIC SAFETY; PUBLIC WORKS; AND**

**ADMINISTRATION AND LEGAL COMMITTEES** of the Board of Trustees of the Village of Tinley Park, Illinois will conduct its regular meetings for the calendar year 2020 at the Village Hall, 16250 S. Oak Park Avenue, Tinley Park, Illinois, <u>at 6:30 PM</u> local time, on the following dates:

January 14, 2020	July 14, 2020
February 11, 2020	August 11, 2020
March 10, 2020	September 8, 2020
April 14, 2020	October 13, 2020
May 12, 2020	November 10, 2020
June 9, 2020	December 8, 2020

Board of Trustees Village of Tinley Park, IL

By: Kristin A. Thirion Village Clerk FOR INFORMATION AND POSTING PUPOSES Per 5 ILCS 120/2.02 (b)

### NOTICE OF SCHEDULE OF REGULAR MEETINGS OF THE <u>FINANCE; ECONOMIC DEVELOPMENT & MARKETING; AND COMMUNITY DEVELOPMENT</u> <u>COMMITTEES</u> OF THE BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, ILLINOIS, FOR THE CALENDAR YEAR 2020

NOTICE IS HEREBY GIVEN that the **<u>FINANCE</u>**; **<u>ECONOMIC DEVELOPMENT & MARKETING</u>**; <u>**AND COMMUNITY DEVELOPMENT COMMITTEES**</u> of the Board of Trustees of the Village of Tinley Park, Illinois will conduct its regular meetings for the calendar year 2020 at the Village Hall, 16250 S. Oak Park Avenue, Tinley Park, Illinois, <u>**at 6:30 PM**</u> local time, on the following dates:

January 28, 2020	July 28, 2020
February 25, 2020	August 25, 2020
March 24, 2020	September 22, 2020
April 28, 2020	October 27, 2020
May 26, 2020	November 24, 2020
June 23, 2020	December 22. 2020

Board of Trustees Village of Tinley Park, IL

By: Kristin A. Thirion Village Clerk

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

### **RESOLUTION NO. 2019-R-117**

A RESOLUTION AUTHORIZING A SETTLEMENT AGREEMNT 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 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

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

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

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

### VILLAGE OF TINLEY PARK Cook County, Illinois

Will County, Illinois

### **RESOLUTION NO. 2019-R-117**

### A RESOLUTION AUTHORIZING A SETTLEMENT AGREEMNT 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 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

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 <u>Exhibit 1</u>, 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 3<sup>rd</sup> day of December, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 3<sup>rd</sup> day of December, 2019.

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

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

SS

### 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-117, "A RESOLUTION AUTHORIZING A SETTLEMENT AGREEMNT 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 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," which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 3, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 3<sup>rd</sup> day of December, 2019.

VILLAGE CLERK

#### SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") made as of the day of November, 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 Defendants the VILLAGE OF CHANNAHON ("CHANNAHON"); MINORITY DEVELOPMENT COMPANY, LLC ("MINORITY") and MTS CONSULTING, LLC ("MTS"), and non-party SOUTHWEST JET FUEL CO. ("SWJF"), WITNESSETH:

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, MINORITY is an Illinois limited liability company.

WHEREAS, CHANNAHON is an Illinois home rule municipality in Will and Grundy Counties, Illinois;

WHEREAS, on or around December 2, 2002, MINORITY entered into an economic development agreement ("EDA") with CHANNAHON (the "Channahon EDA"). Pursuant to the terms of the Channahon EDA, MINORITY attracted certain retail entities ("RETAILERS") to participate in a sales tax rebate program in CHANNAHON ("Channahon tax-rebate program") through Agency Agreements with MINORITY;

WHEREAS, RETAILERS contracting with MINORITY through Agency Agreements pursuant to the CHANNAHON EDA reported to the Illinois Department of Revenue that certain of their sales took place in CHANNAHON, and thereafter received rebates of certain taxes collected from their reported retail sales in those municipalities;

WHEREAS, MTS is an Illinois limited liability company in the business of providing tax and consulting services. Through a Marketing Agreement with MINORITY, MTS also attracted RETAILERS to participate in the Channahon tax-rebate program.

WHEREAS, SWJF is a Texas corporation headquartered in Dallas, Texas;

WHEREAS, on June 1, 2007, SWJF entered into an Agency Agreement with MTS whereby MTS was retained to manage and operate SWJF's regional sales administration center in Channahon, Illinois,

whereby SWJF received rebates of certain taxes collected from their reported retail sales in Channahon in connection with the CHANNAHON EDA (the "SWJF-MTS Agency Agreement");

WHEREAS, the PLAINTIFFS assert that the RETAILERS, including SWJF subject to Agency Agreements with MINORITY or MTS pursuant to the CHANNAHON 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 CHANNAHON;

WHEREAS, the PLAINTIFFS assert that, as a result of the mis-reporting of retail sales as taking place in CHANNAHON, 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, CHANNAHON contends that it has continually followed and abided by the laws of the State of Illinois and the regulations promulgated by the Illinois Department of Revenue regarding the sourcing and reporting of retail sales for tax purposes;

WHEREAS, the PLAINTIFFS brought suit against CHANNAHON, MINORITY, 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, CHANNAHON, MINORITY, MTS and SWJF deny any wrongdoing or violation of law, and further deny any liability to PLAINTIFFS;

WHEREAS, CHANNAHON has asserted that MINORITY breached the CHANNAHON EDA by failing to obtain appropriate indemnifications with all retailers that MINORITY attracted to the CHANNAHON tax-rebate program;

WHEREAS, MINORITY has denied that it breached the CHANNAHON EDA;

WHEREAS, CHANNAHON has withheld the payment of funds to MINORITY due to the instant litigation and the breach of contract which CHANNAHON asserts;

WHEREAS, MTS, MINORITY, and SWJF, all claim an interest in some portion of the withheld funds;

WHEREAS, all of the aforementioned parties (collectively, the "parties") are desirous of resolving all contested matters presently existing in regard to the Lawsuit, the issues arising out of the Lawsuit, the CHANNAHON EDA, and the "SWJF-MTS Agency Agreement");

NOW, THEREFORE, IT IS AGREED as follows:

- 1. The recitals set forth above are incorporated herein by reference and are made a part of this Agreement.
- 2. CHANNAHON shall cause to be paid to the PLAINTIFFS the sum of five hundred ten thousand dollars (\$510,000.00) within twenty-one (21) days of execution of this Agreement. Said payment shall be delivered and made payable to the RTA for distribution among the PLAINTIFFS in any manner agreed to by and between the PLAINTIFFS. The Agreement shall be deemed executed when all parties to the agreement have signed the agreement and signature pages have been exchanged between all parties.

- 3. CHANNAHON shall cause to be paid directly to SWJF the sum of three hundred two thousand seven hundred fifty-four dollars and eighty-four cents (\$302,754.84) within twenty-one (21) days of execution of this Agreement. Said payment shall be made by either: (a) wire to Southwest Airlines Co., JP Morgan Chase Bank, 2200 Ross Ave, Dallas, TX 75201, ABA # 021000021, SWIFT: CHASUS33, A/C # 98120109 ATTENTION Eric Hurst; or (b) ACH payment to: Southwest Airlines Co., JP Morgan Chase Bank, 2200 Ross Ave, Dallas, TX 75201, ABA # 111000614, A/C # 98120109, ATTENTION Eric Hurst.
- 4. CHANNAHON shall cause to be paid to MTS and Minority the sum of one hundred thousand nine hundred eighteen dollars and twenty-nine cents (\$100,918.29) within twenty-one (21) days of execution of this Agreement. Said payment shall be made to Minority to hold and distribute amongst MTS and Minority as the two shall agree.
- 5. CHANNAHON shall cause to be paid to MINORITY the sum of five thousand three hundred sixteen dollars and eighty-seven cents (\$5,316.87) within twenty-one days (21 days of execution of this Agreement.
- 6. Commencing not later than the date of execution of this Agreement, MINORITY, MTS, and CHANNAHON will terminate any and all agreements between and among them regarding the sourcing of sales taxes to CHANNAHON and will not re-enter, renew, or otherwise make operational the EDA previously entered or any other agreement between and among them regarding the sourcing of sales taxes.
- 7. CHANNAHON agrees to follow and abide by the laws of the State of Illinois and the regulations promulgated by the Illinois Department of Revenue 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.
- 8. Notwithstanding anything to the contrary herein, this Agreement shall not preclude or prohibit CHANNAHON from entering into economic development agreements allowed by law.
- 9. If CHANNAHON 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 (which necessarily encompasses the taxing jurisdictions of the other PLAINTIFFS), it agrees to provide the RTA 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 must describe the contemplated sales activity.
- 10. Within ten (10) business days following the RTA's receipt of the above-described payment, the PLAINTIFFS shall dismiss with prejudice all remaining claims against CHANNAHON, MINORITY and MTS;
- 11. All other claims now pending in the Lawsuit that are unrelated to the CHANNAHON EDA, or the "SWJF-MTS Agency Agreement" are unaffected by this settlement.
- 12. <u>Plaintiffs' Release of CHANNAHON</u>—In consideration for the above-described payments and the other consideration set forth herein, the PLAINTIFFS hereby fully and forever release, remise, acquit and discharge CHANNAHON, and their 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 ("CHANNAHON 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 CHANNAHON RELEASED PARTIES by reason of any acts, circumstances, facts, events or transactions relating to the Channahon EDA or the activities of MINORITY, or any RETAILER that received sales tax rebates from CHANNAHON directly or indirectly as a result of the Channahon EDA. Nothing herein shall be construed to release the CHANNAHON RELEASED PARTIES from any obligations under this Agreement.

- 13. Plaintiffs' Release of MINORITY, MTS, SWJF and RETAILERS--In consideration for the above-described payment and the other consideration set forth herein, the PLAINTIFFS hereby fully and forever remise, acquit and discharge, MINORITY, MTS, SWJF and the RETAILERS and their parents, subsidiaries, successors, affiliates, related entities, subsidiaries, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and directors ("MINORITY 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 MINORITY RELEASED PARTIES by reason of any acts, circumstances, facts, events or transactions occurring before the effective date of this Agreement including, but not limited to, any matters relating in any way to the Lawsuit, the Channahon EDA, the SWJF-MTS Agency Agreement or the activities of MINORITY, MTS, SWJF or any RETAILER that received sales tax rebates from CHANNAHON directly or indirectly as a result of the Channahon EDA or SWJF-MTS Agency Agreement. Nothing herein shall be construed to release the MINORITY RELEASED PARTIES from any obligations under this Agreement.
- 14. Release of PLAINTIFFS--In consideration of the rights, obligations and other terms as stated in this Agreement, CHANNAHON, MINORITY, MTS and SWJF 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 CHANNAHON, MINORITY, MTS or SWJF 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 Channahon EDA, the SWJF-MTS Agency Agreement or the activities of MINORITY, MTS, SWJF or any RETAILER that received sales tax rebates from CHANNAHON directly or indirectly as a result of the Channahon EDA or SWJF-MTS Agency Agreement. Nothing herein shall be construed to release the PLAINTIFF RELEASED PARTIES from any obligations under this Agreement.
- 15. Release of CHANNAHON by MINORITY, MTS, and SWJF -- In consideration of the

rights, obligations and other terms as stated in this Agreement, MINORITY, MTS and SWJF hereby fully and forever release, remise, acquit and discharge CHANNAHON 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, "CHANNAHON 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 MINORITY, MTS or SWJF now hold or may at any time own or hold against the CHANNAHON RELEASED PARTIES by reason of any acts, circumstances, facts, events or transactions relating to the Channahon EDA or the activities of MINORITY, MTS, SWJF or any RETAILER that received sales tax rebates from CHANNAHON directly or indirectly as a result of the Channahon EDA, Nothing herein shall be construed to release the CHANNAHON RELEASED PARTIES from any obligations under this Agreement.

- Release of MINORITY by MTS, SWJF, and CHANNAHON--In consideration of the 16. rights, obligations and other terms as stated in this Agreement, CHANNAHON, MTS and SWJF hereby fully and forever release, remise, acquit and discharge MINORITY and its successors, affiliates, related entities, subsidiaries, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and directors (collectively, "MINORITY 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, CHANNAHON, MTS or SOUTHWEST now hold or may at any time own or hold against the MINORITY RELEASED PARTIES by reason of any acts, circumstances, facts, events or transactions relating to the Channahon EDA; the activities of MINORITY, MTS, SWJF, or any RETAILER that received sales tax rebates from CHANNAHON directly or indirectly as a result of the Channahon EDA; and / or any contract to which MINORITY was a party. Nothing herein shall be construed to release the MINORITY RELEASED PARTIES from any obligations under this Agreement.
- Release of MTS by MINORITY, SWJF, and CHANNAHON--In consideration of the 17. rights, obligations and other terms as stated in this Agreement, CHANNAHON, MINORITY, and SWJF hereby fully and forever release, remise, acquit and discharge MTS and its successors, affiliates, related entities, subsidiaries, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and directors (collectively, "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 , CHANNAHON, MINORITY, or SWJF 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 relating to the Channahon EDA; the activities of MINORITY, MTS, SWJF or any RETAILER that received sales tax rebates from CHANNAHON directly or indirectly as a result of the Channahon EDA; and / or any contract to which MTS was a party. Nothing herein shall be construed to release the MTS RELEASED PARTIES from any obligations under this Agreement.

- 18. Release of SWJF by MINORITY, MTS, and CHANNAHON--In consideration of the rights, obligations and other terms as stated in this Agreement, CHANNAHON, MINORITY, and MTS hereby fully and forever release, remise, acquit and discharge SWJF and its parents, subsidiaries, successors, affiliates, related entities, subsidiaries, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and directors (collectively, "SWJF 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, CHANNAHON, MINORITY, or MTS now hold or may at any time own or hold against the SWJF RELEASED PARTIES by reason of any acts, circumstances, facts, events or transactions in any way to the Lawsuit, the Channahon EDA, the SWJF-MTS Agency Agreement or the activities of MINORITY, MTS, SWJF or any RETAILER that received sales tax rebates from CHANNAHON directly or indirectly as a result of the Channahon EDA or SWJF-MTS Agency Agreement.. Nothing herein shall be construed to release the SOUTHWEST RELEASED PARTIES from any obligations under this Agreement.
- 19. 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 by the Illinois Department of Revenue pursuant to any pending and/or future audits of any of the released parties and/or related retailers. Further, notwithstanding anything in this Agreement to the contrary, Channahon agrees to remit any funds received from the State of Illinois subsequent to the date of this Agreement as a result of sales sourced in Channahon per the Channahon EDA to Minority as if the Channahon EDA was still in effect. Likewise, Channahon shall not interfere with efforts by Minority to seek the further distribution of funds from the Illinois Department of Revenue for sales sourced in Channahon prior to the date of this Agreement and shall remit any such funds received to Minority per the terms of the Channahon EDA.
- 20. The parties recognize that this Agreement is subject to disclosure upon request pursuant to the Illinois Freedom of Information Act.
- 21. Each and every term of this Agreement shall be binding upon and inure to the benefit of each party's successors and assigns.
- 22. Nothing in this Agreement can be construed as an admission or acknowledgement of wrongdoing or liability on behalf of CHANNAHON, MINORITY, MTS, SWJF, or any RETAILER.
- 23. The RETAILERS, along with those PLAINTIFF RELEASED PARTIES, CHANNAHON RELEASED PARTIES, MINORITY RELEASED PARTIES, MTS RELEASED PARTIES AND SWJF RELEASED PARTIES who are not deemed direct parties to this Agreement 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.
- 24. 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.

- 25. 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.
- 26. 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.
- 27. 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.
- 28. Each of the undersigned 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.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. 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 courts.
- 33. Should any court of law find any term or clause invalid, that term or clause only shall be omitted from enforcement and all other terms herein will remain enforceable.

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

AGENDA - 12/3/2019, B -... VILLAGE OF TINLEY...

REGIONAL TRANSPORTATION AUTHORITY	MINORITY DEVELOPMENT COMPANY, LLC
By:	By:
Its:	Its:
MTS CONSULTING, LLC	SOUTHWEST JET FUEL, CO.
By:	By:
Its:CAO	Its:
VILLAGE OF FOREST VIEW	COUNTY OF COOK
By:	By:
Its:	Its:
VILLAGE OF TINLEY PARK	VILLAGE OF CHANNAHON
By:	By:
Its:	Its:
VILLAGE OF LEMONT	VILLAGE OF ORLAND PARK
By:	Ву:
Its:	Its:
ELK GROVE VILLAGE	VILLAGE OF MELROSE PARK
By:	By:
Its:	Its:
VILLAGE OF HAZEL CREST	VILLAGE OF NORTHBROOK
By:	Ву:
Its:	Its:

# RAFFLE LICENSE APPLICATION

VILLAGE OF TINLEY PARK 16250 South Oak Park Avenue DATE:	
1. NAME OF ORGANIZATION: HARALD VIKING LODGE #13	
2. ADDRESS: 6730 1/ 175 TH ST	_
3. MAILING ADDRESS IF DIFFERENT FROM ABOVE:	
4. ADDRESS OF PLACE FOR RAFFLE DRAWING 67.30 W. 17.5 TH. ST.	
5. CHECK TYPE OF NOT-FOR-PROFIT ORGANIZATION: (MUST BE IN EXISTENCE FOR PERIOD OF FIVE (5) YEARS AND ATTACHED DOCUMENTARY EVIDENCE)	A
RELIGIOUS CHARITABLE LABOR FRATERNAL //	
EDUCATIONAL VETERANS BUSINESS	
6. HOW LONG HAS THE ORGANIZATION BEEN IN EXISTENCE: 115 YEARS	
7. PLACE AND DATE OF INCORPORATION: CHICAGE, MARCH 30, 190	<u>(</u>
8. NUMBER OF MEMBERS IN GOOD STANDING: 16.0	_
9. PRESIDENT/CHAIRPERSON: B.LL HENDRY	
ADDRESS:	
10. RAFFLE MANAGER: LARRY NICHOLS	
ADDRESS:	
PHON: Email:	
11. DESIGNATED MEMBER(S) RESPONSIBLE FOR CONDUCT & OPERATION OF RAFFLE	
NAME: LARRY NICHCLS	
ADDRESS:	
NAME: TUM GREYBILL	
ADDRESS:	_
(ATTACHED ADDITIONAL SHEET IF NECESSARY)	

PAFFLE APPLICATION |2

#### **RAFFLE INFORMATION**

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

MOUDAY THRU SUNDAY 12-4-19 OR LINTIL WON

# **13. LOCATION OF TICKET SALES:**

6730 W. 175TH ST. TINLEY PR.

# **14. LOCATION FOR DETERMINING WINNERS:**

6730 W 175TH ST. TINLEY PK.

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

EVISRY TURSDAY

16. TOTAL RETAIL VALUE OF ALL PRIZES:
---------------------------------------

17. MAXIMUM RETAIL VALUE OF EACH PRIZE:

5_	
	(MAXIMUMPRIZE AMOUNT \$250,000)
e	70 (2020) -

15 mm -

18. MAXIMUM PRICE CHARGED OF EACH TICKET (CHANCE) SOLD S

#### 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.

FIDELTITY 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 objectives. 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:

# EXECUTIVE DIRECTOR:

AGENDA -	12/3/2019.	С
	)	

VILLAGE OF TINLEY...

HARAL-1

e 39

# DTIEICATE OF LIADILITY INCLIDANCE

ACORD C	ER	TI	FICATE OF LIA	BILI	TY INS	URANC	CE		(MM/DD/YYYY) /04/2019
THIS CERTIFICATE IS ISSUED AS A M CERTIFICATE DOES NOT AFFIRMATI BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, AM	VEL1 URAI ID TH	Y OR NCE IE CI	R NEGATIVELY AMEND, DOES NOT CONSTITUT ERTIFICATE HOLDER.	EXTEN Te a co	D OR ALTE DNTRACT E	BETWEEN T	VERAGE AFFORDED I HE ISSUING INSURER	BY THI X(S), A1	E POLICIES UTHORIZED
IMPORTANT: If the certificate holder is If SUBROGATION IS WAIVED, subject this certificate does not confer rights to	to th	e ter	rms and conditions of the	e policy	, certain po	olicies may r			
PRODUCER				CONTAC	Mark T. F	Petrus, CIC			
Dimond Bros. Insurance, LLC 188 Industrial Dr. #133				PHONE (A/C, No,	<sub>Елtj:</sub> 630-78	2-1717	FAX (A/C, No):	630-7	82-1797
Elmhurst, IL 60126 Mark T. Petrus, CIC				E-MAIL ADDRES	<sub>s:</sub> mark.pet	rus@dimor	ndbros.com		
							DING COVERAGE		NAIC#
· · · · · · · · · · · · · · · · · · ·				INSURER	A Society	Insurance			15261
INSURED Harald Viking Lodge 13 6730 175th Street Tinley Park, IL 60477-4042			·	INSURER					
7/30 175th Street Tinley Park, IL 60477-4042					C:				
			·	INSURER					
			·	INSURER				-	
COVERAGES CER	TIFIC	ATE	ENUMBER:				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH		EME	NT, TERM OR CONDITION THE INSURANCE AFFORDE	OF ANY	CONTRACT	OR OTHER O	DOCUMENT WITH RESPE	ст то	WHICH THIS
INSR TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF	POLICY EXP	LIMP	TS	
A COMMERCIAL GENERAL LIABILITY		an rid			50a	7032 ( )	EACH OCCURRENCE	\$	1,000,000
CLAIMS-MADE X OCCUR			TRM575094		06/10/2019	06/10/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	<u>s</u>	100,000
							MED EXP (Any one person)	\$	5,000 1,000,000
				İ			PERSONAL & ADV INJURY	\$	2,000,000
							GENERAL AGGREGATE	\$	2.000.000
							PRODUCTS - COMP/OP AGG	<u> </u>	_,,
							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
ANY AUTO			CAP575095		06/10/2019	06/10/2020	BODILY INJURY (Per person)	\$	
AUTOS ONLY AUTOS							BODILY INJURY (Per accident	) <b>s</b>	
X HIRED ONLY X AOTOS WILL							PROPERTY DAMAGE (Per accident)	\$	
A X UMBRELLA LIAB X OCCUR								<u>\$.</u>	1,000,000
A X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE			UXL575096		06/10/2019	06/10/2020	EACH OCCURRENCE	\$	1,000,000
DED RETENTION \$							AGGREGATE	s	.,,
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER	1*	
AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	\$	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	N/A						E.L. DISEASE - EA EMPLOYE	Е\$	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	1	
A LIQUOR LIABILITY	1		TRM575094	I		06/10/2020			1,000,000
A FIDELITY EMP DISH			TRM575094		06/10/2019	06/10/2020	LIMIT		50,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC FIDELITY/EMPLOYEE DISHONESTY				ile, may be	attached if mo	re space is requi	i red)	1	
				CANC	ELLATION				
			VGTINL2						
Village of Tinley Park				THE	EXPIRATIO	N DATE TH	ESCRIBED POLICIES BE EREOF, NOTICE WILL CY PROVISIONS.		
16250 S. Oak Park Ave. Tinley Park, IL 60477				AUTHOR	IZED REPRESE	NTATIVE			
Taney Fark, IL 004/7						Bothe	7		
ACORD 25 (2016/03)				L		<u> </u>	ORD CORPORATION.		hovroson stdr

The ACORD name and logo are registered marks of ACORD

NDA - 12/3/2019, D	VILLAGE OF TINLEY	DECEIVE Pre 40
	RAFFLE LICENSE APPLICATION	NOV 1 9 2019
	VILLAGE OF TINLEY PARK 16250 South Oak Park Avenue	VILLAGE OF TINLEY OF TK
	DATE: 11 19	$\mathcal{O}$
1. NAME OF ORGANIZ	ZATION: St BEARD.	School
2. ADDRESS: LOTE	The the	Tinley Bubk
	S IF DIFFERENT FROM ABOVE:	60477
4. ADDRESS OF PLAC	E FOR RAFFLE DRAWING	ξi.
Same &	ts Aboue,	
	NOT-FOR-PROFIT ORGANIZATION: (MUST ) YEARS AND ATTACHED DOCUMENTARY 1	
RELIGIOUS 1	, CHARITABLE LABOR	FRATERNAL
EDUCATIONAL 🖌	VETERANSBUSINESS_	<u></u>
6. HOW LONG HAS T	HE ORGANIZATION BEEN IN EXISTENCE:	TO years
7. PLACE AND DATE	OF INCORPORATION: Tinley to	ait. 12
8. NUMBER OF MEM	BERS IN GOOD STANDING:	
9. PRESIDENT/CHAIL	RPERSON: TOL	Partacz
ADDRESS:		PHONE:
10. RAFFLE MANAGE	R: Jennifer Justin	1- Merson
ADDRESS		
PHONE _	Eman	
11. DESIGNATED ME	MBER(S) RESPONSIBLE FOR CONDUCT &	<b>OPERATION OF RAFFLE:</b>
NAME.		·
ADDRESS	PHONE:_	
NAME:		
	(ATTACHED ADDITIONAL SHEET IF NEC	ESSARY)

RAFFLE APPLICATION | 2

#### **RAFFLE INFORMATION**

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

+M 13. LOCATION OF TICKET SALES: hurchs 14. LOCATION FOR DETERMINING WINNERS: 15. DATE(S) FOR DETERMINING WINNERS: (INCLUDE DAYS OF THE WEEK) 16. TOTAL RETAIL VALUE OF ALL PRIZES: **17. MAXIMUM RETAIL VALUE OF EACH PRIZE:** \$ 18. MAXIMUM PRICE CHARGED OF EACH TICKET (CHANCE) SOLD \$

#### 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.

FIDELTITY 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 objectives. 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: OR CA EXECUTIVE DIRECTOR:



November 22, 2019

SEORGE SCHOOL

To Whom it may concern,

We as a St. George Strike -It- Rich have agreed there is no need for an Indemnity Bond for our Strike-It-Rich raffle as the funds that are collected do not leave the school premises after collection until they are taken to the bank. If there is any question or need you can contact Jennifer Justin-Pierson Strike- It- Rich coordinator at 708-277-4427 or Joseph Partacz School Board President 847-946-9373.

nnifer Justin-Pierson

**Joseph Partacz** 

Notary: Emil. Printed Name

Signature Commission Expiration: 51312021



1

Page:

vchlist 11/08/2019 6:58:58AM Voucher List Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184734	11/8/2019	013126 22ND CENTURY MEDIA, LLC	2019-95040		TREASURERS REPORT/TINLEY JUI	
					01-14-000-72330	526.13
					Total :	526.13
184735	11/8/2019	014739 3M	9405515343		SIGN MATERIALS	
				VTP-017358	01-26-023-73830	2,217.05
			9405612407		SIGN MATERIALS	
				VTP-017358	01-26-023-73830	685.02
					Total :	2,902.07
184736	11/8/2019	012569 4IMPRINT, INC.	18902571		COFFEE MUGS - PROMOTIONAL	
				VTP-017424	01-35-000-73210	512.63
				VTP-017424	01-11-000-72790	436.69
				VTP-017424	01-35-000-73210	-53.23
				VTP-017424	01-11-000-72790	-47.20
				VTP-017424	01-35-000-73210	29.15
				VTP-017424	01-11-000-72790	25.85
				VTP-017424	01-35-000-73210	78.24
				VTP-017424	01-11-000-72790	69.39
					Total :	1,051.52
184737	11/8/2019	013035 ADVANCE AUTO PARTS	6717929545575		SOLENOID	
					01-19-000-72540	54.59
					Total :	54.59
184738	11/8/2019	010318 ADVOCATE CHRIST MEDICAL CNTR	110519		4 BLS PROVIDER E-CARDS	
					01-19-020-73606	12.00
					Total :	12.00
184739	11/8/2019	018294 ALLIANCE PAPER&FOOD SERV EQUIP	1064853-00		DEPOSIT DUE/2 REFRIGERATED B	
				VTP-017448	30-00-000-74106	13,293.22
					Total :	13,293.22
184740	11/8/2019	002456 AMERICAN PLANNING ASSOCIATION	163502-19106		MEMBERSHIP KIMBERLY CLARKE	704.00
					01-33-000-72720 Total :	724.00 <b>724.00</b>
					iotai :	124.00

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184741	11/8/2019	002628 AMERICAN WATER	103119		OCT'19 SEWER TRTMNT BROOKSII 64-00-000-73225 Total :	85,972.02 <b>85,972.02</b>
184742	11/8/2019	002665 APPLE CHEVROLET	334114 334122CVW		HOSES 01-19-000-72540 TEE 01-19-000-72540 <b>Total</b> :	78.71 19.09 <b>97.80</b>
184743	11/8/2019	018293 ARTISTIC HOLIDAY DESIGNS LLC	1250	VTP-017372	CUSTOM FOUNTAIN LIGHTING DEC 01-35-000-73112 Total :	11,050.00 <b>11,050.00</b>
184744	11/8/2019	002537 AURELIO'S PIZZA	42 60		PIZZAS 01-12-000-72220 PIZZAS 01-11-000-72220 <b>Total</b> :	284.00 66.60 <b>350.60</b>
184745	11/8/2019	010953 BATTERIES PLUS - 277	P20177638		BATTERIES 14-00-000-74150 <b>Total</b> :	287.80 <b>287.80</b>
184746	11/8/2019	012966 BOLING, THOMAS	10-19		SHAREPOINT 10/1/19-10/31/19 01-16-000-72650 Total :	2,287.50 <b>2,287.50</b>
184747	11/8/2019	003013 BROWNELLS, INC.	18198331.00	VTP-017443	RANGE SUPPLIES 01-17-220-73760 Total :	3,207.05 <b>3,207.05</b>
184748	11/8/2019	019244 CAPELLO, JACQUELINE	Ref001383908		UB Refund Cst #00451537 60-00-000-20599 <b>Total</b> :	77.09 <b>77.09</b>
184749	11/8/2019	019014 CARRABOTTA, STEVEN	103119		PER DIEM MEALS BREATH OP CLS 01-17-220-72140	30.00

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184749	11/8/2019	019014	019014 CARRABOTTA, STEVEN	(Continued)		Total :	30.00
184750	11/8/2019	003243	CDW GOVERNMENT INC	VLR5220		<pd> - REPLCMNT VERIPIC SERVE</pd>	
				VPD7207	VTP-017432	30-00-000-74126 <it> - PRTG NETWORK MONITORI≬</it>	601.32
				VPD/20/	VTP-017444	01-16-000-72655	1,275.27
						Total :	1,876.59
184751	11/8/2019	018060	CELTIC COMMERCIAL PAINTING,LLC	7725		PROPOSAL FOR OPA TRAIN STATIC	
					VTP-017401	30-00-000-72520	19,885.00
						Total :	19,885.00
184752	11/8/2019	013991	CHICAGO OFFICE PRODUCTS CO.	979444-0		FILE CABINETS	
					VTP-017439	14-00-000-75112	3,424.02
						Total :	3,424.02
184753	11/8/2019	013820	CINTAS CORPORATION	5015146054		VTP-017163 MEDICAL SUPPLIES PL	
						01-26-025-72790	334.49
				5015146055		VTP-017163 MEDICAL SUPPLIES P(	400 50
				5015146056		01-26-025-72790 VTP-017163 MEDICAL SUPPLIES EI	180.50
				5015140050		01-26-025-72790	54.67
				5015146057		VTP-017163 MEDICAL SUPPLIES PL	001
						01-26-025-72790	32.64
				5015146058		VTP-017163 MEDICAL SUPPLIES P	
				504 54 400 50		01-26-025-72790	174.81
				5015146059		VTP-017163 MEDICAL SUPPLIES P( 01-26-025-72790	50.14
				5015146060		VTP-017163 MEDICAL SUPPLIES PL	50.14
						01-26-025-72790	69.39
				5015146061		VTP-017163 MEDICAL SUPPLIES VI	
						01-26-025-72790	254.55
						Total :	1,151.19
184754	11/8/2019	012057	COMCAST CABLE	8771401810170142		ACCT#8771401810170142 10/30/19-	
						01-14-000-72125	231.85
						Total :	231.85

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184755	11/8/2019	013878 COMED - COMMONWEALTH EDISON	2587063010		ACCT#2587063010 REAR TEMP 173	
					12-00-000-72510	21.57
					Total :	21.57
184756	11/8/2019	018311 CONNECTION	57230460		<vm> - RPLCMNT TABLETS - VM &amp; /</vm>	
				VTP-017435	01-16-000-74128	2,461.54
			57234945		<pd> - FLASH DRIVES - EVIDENCE</pd>	
				VTP-017442	01-17-205-73110	580.40
					Total :	3,041.94
184757	11/8/2019	012410 CONSERV FS, INC.	105006759		DIESELEX GOLD	
					60-00-000-73545	139.32
					63-00-000-73545	34.83
					64-00-000-73545	74.64
			66032629		SNOW SCOOP & PUSHER	
					01-26-023-73410	287.70
					Total :	536.49
184758	11/8/2019	018234 CORE & MAIN LP	L334891		CREDIT METER	
					60-00-000-74175	-836.50
					64-00-000-74175	-358.50
			L347835		VALVE BOXES	
					60-00-000-73630	459.23
			L351504		CURB BOX REPAIR SECTION	
					60-00-000-73630	63.55
			L410466		METER CONN	
					60-00-000-73630	132.30
					63-00-000-73630	14.70
					64-00-000-73630	63.00
			L418188		FORCEMAIN REPAIR PARTS	5 400 50
			1 400070		61-00-000-75305	5,402.56
			L422072		QUOTE OMNI 1-1/2" C2 METER	000 50
				VTP-017433	60-00-000-74175	899.50
			1 400 464	VTP-017433	64-00-000-74175	385.50
			L429461	VTP-017436	B-BOXES & COUPLINGS 60-00-000-73630	608.34
			L445268	VIE-01/430	COPPER TUBE	000.34
					SOFTERTOBE	

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184758	11/8/2019	018234 CORE & MAIN LP	(Continued)			
					60-00-000-73630	183.00
					Total :	7,016.68
184759	11/8/2019	003635 CROSSMARK PRINTING, INC	76027		NOTICES FOR SOD	
				VTP-017390	01-26-023-72310	944.55
					01-26-023-72310	24.00
			76357		BUSINESS CARDS LAURA GODETT	
					01-13-000-72310	36.65
			76414		BUSINESS CARDS DIANE MELONE	
					01-13-000-72310	31.15
					Total :	1,036.35
184760	11/8/2019	015554 DALEY-MOMMSEN ENTERPRISES	110519		BOX OF JOE, DONUTS	
					01-17-205-72220	81.50
					Total :	81.50
184761	11/8/2019	017603 DANDAN, RICK TARIQ	103119		OCT'19 SERVICES PLAN REVIEW/II	
					01-33-300-72790	38,035.71
					Total :	38,035.71
184762	11/8/2019	003884 DIAMOND TRAFFIC PRODUCTS	0028913-IN		TRAFFIC PRODUCTS	
				VTP-017272	01-17-220-72530	1,412.00
					Total :	1,412.00
184763	11/8/2019	017073 DYNEGY ENERGY SERVICES LLC	146561319111		ACCT#GMCTIN1000 ENERGY 9/26/1	
					64-00-000-72510	1,411.58
					60-00-000-72510	4,011.65
					63-00-000-72510	1,677.26
					64-00-000-72510	5,746.63
					63-00-000-72510	4,011.65
					60-00-000-72510	1,677.25
					Total :	18,536.02
184764	11/8/2019	004152 ECOLAB PEST ELIMINATION INC.	8167099		PEST CONTROL VILLAGE HALL	
					01-26-025-72790	474.44
			8167100		PEST CONTROL TRAIN ST	

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184764	11/8/2019	004152 ECOLAB PEST ELIMINATION INC.	(Continued)		01-26-025-72790 Total :	86.48 <b>560.92</b>
184765	11/8/2019	004010 ED & JOE'S PIZZA	961743		MEALS 01-21-000-72220 <b>Total</b> :	35.85 <b>35.85</b>
184766	11/8/2019	011176 ELEMENT GRAPHICS & DESIGN, INC	15456		GRAPHICS UNIT #28A 01-17-205-72540 <b>Total :</b>	595.62 <b>595.62</b>
184767	11/8/2019	004098 ESRI	93721382	VTP-017422	<gis> - ADDITIONAL ARCGIS VIEW 01-16-000-72655 Total :</gis>	94.52 <b>94.52</b>
184768	11/8/2019	004019 EVON'S TROPHIES & AWARDS	100919		OFFR STEVE ROBERTS RETIREME 01-17-205-72974 Total :	193.68 <b>193.68</b>
184769	11/8/2019	004176 FEDEX (FEDERAL EXPRESS)	6-823-39932		ACCT#6287-8595-3 SHIPPING 01-13-000-72110 <b>Total :</b>	53.91 <b>53.91</b>
184770	11/8/2019	012941 FMP	50-2593523 52-436775		TRANSMISSION FILTER 01-21-000-72540 GUIDE PIN	53.72
			52-437570		01-17-205-72540 GLOW PLUG 01-19-020-72540	10.41 19.17
			52-438233		BRAKE ROTOR,CERAMIC REAR DI 01-19-000-72540	116.68
			52-438665 52-438694		NATURAL COLOR SLP,MULTI PURP 01-19-000-72540 VAPR CANISTER	64.09
			52-438694 52-438703		VAPR CANISTER 01-19-000-72540 CERAMIC PERFORM,BRAKE ROTO	27.40

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184770	11/8/2019	012941 FMP	(Continued)			
					01-19-000-72540	147.38
			52-439535		PART/CORE CHARGE	
			ED 400E44		01-19-000-72540	136.23
			52-439541		BRAKE ROTOR,BRAKING LINING 01-26-023-72540	233.02
			52-440026		CALIPER, WHEEL SEAL	200.02
					01-26-023-72540	274.67
			53-343278		GUIDE PIN	
					01-17-205-72540	10.41
					Total :	1,093.18
184771	11/8/2019	004185 FOREST LUMBER COMPANY	60331		LAWN RAKE	
					01-26-023-73680	119.88
					Total :	119.88
184772	11/8/2019	011611 FOX VALLEY FIRE & SAFETY CO.	IN00310919		VTP-016992 RADIO MAINT 10/1/19-1	
					14-00-000-72750	8,333.75
					Total :	8,333.75
184773	11/8/2019	018916 FRANKENFIELD, CHRISTOPHER	110619		REIM. EXP. MILEAGE & TOLLS/PAYI	
101110	110,2010		110010		01-15-000-72130	42.36
					Total :	42.36
184774	11/8/2019	010419 GLOBAL EMERGENCY PRODUCTS, INC	AG.I14277		PREV MAINT UNIT 1801	
					01-19-000-72540	4,230.50
			AGJ14306		SERVICE UNIT T-46	,
					01-19-000-72540	8,024.92
					Total :	12,255.42
184775	11/8/2019	012902 GO PARTS INC.	169869		DURAMAX	
					01-19-000-73535	44.99
					Total :	44.99
184776	11/8/2019	015397 GOVTEMPSUSALLC	2900245		10/27/19 PAULA WALLRICH	
					01-33-310-72750	2,983.37
					Total :	2,983.37

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184777	11/8/2019	004438 GRAINGER	9330099830		BATTERY	
					01-19-000-73410	116.00
			9334039048		CLAMP	
					01-26-025-73840	28.68
			9334243491		SHLVING	
					01-17-220-73600	231.56
			9336037404		HARNESS	
					01-26-023-73845	289.97
			9336952008		CREDIT SHLVING	
					01-17-220-73600	-231.56
			9337157250		FLASHLIGHT,BATTERY	
					01-26-025-73410	61.36
			9338051098		CLOTH	
					01-26-025-73580	84.42
			9338160436		HOSE NOZZLES	
					60-00-000-73630	38.96
					63-00-000-73630	4.33
					64-00-000-73630	18.55
		9	9339077290		SHELF, 36"D, 48"W, GALVANIZED V	
				VTP-017398	01-17-220-73760	170.49
			9340220368		CAR WASH BRUSH, BROOM HANDL	
					01-19-000-73410	58.50
			9340423566		HOOK/LOOP DISCS	
					01-19-000-73410	61.50
			9343640869		RING TERM VINYL	
					01-21-000-72530	27.22
					Total :	959.98
184778	11/8/2019	019242 GREAT ROOFING LLC	Ref001383765		To Ref for Permits not needed	
					01-00-000-20599	90.00
			Ref001383766		To Ref for Permits not needed	
					01-00-000-20599	90.00
					Total :	180.00
184779	11/8/2019	014491 HANSEN DOOR INC.	8274		BOTTOM SECTION OF FIRE ST #3 [	
	11,0,2010		02.1		01-26-025-72520	580.00
						550.00

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184779	11/8/2019	014491	014491 HANSEN DOOR INC.	(Continued)		Tot	al :	580.00
184780	11/8/2019	017373	HEARTLINE FITNESS SYSTEMS	111633		TEST EQUIPMENT 01-17-205-72530 Tot	al :	195.00 <b>195.00</b>
184781	11/8/2019	019240	HIMMELMANN, MATTHEW	110419 110419.		PER DIEM: LODGING,MEALS,PAI 01-17-220-72140 PER DIEM: LODGING,MEALS,PAI 01-17-220-72140 <b>Tot</b>	RK	1,074.10 1,017.50 <b>2,091.60</b>
184782	11/8/2019	012281	HINCKLEY SPRINGS	5977593 110219		RENTAL WATER COOLER 01-21-210-73110 Tot	al :	120.42 <b>120.42</b>
184783	11/8/2019	004820	I.A.F.C MEMBERSHIP RENEWAL	000056052		MEMBERSHIP ROBERT BETTEN 01-19-000-72720 Tot		240.00 <b>240.00</b>
184784	11/8/2019	016837	IL.LAW ENFORCEMENT ADMIN PROF	110519		MEMBERSHIP APRIL GEIGNER 01-17-205-72720 Tot	al :	40.00 <b>40.00</b>
184785	11/8/2019	005044	ILLINOIS FIRE CHIEF'S ASSOC.	CONF-19093		CONF FOREST REEDER/STEPHI 01-19-000-72170 Tot		300.00 <b>300.00</b>
184786	11/8/2019	015497	ILLINOIS SECRETARY OF STATE	110519		PLATES 1FAHP2D82HG139131 R 01-17-205-72860 <b>Tot</b>		101.00 <b>101.00</b>
184787	11/8/2019	005160	ILLINOIS STATE POLICE	CC4004		CC 4004 TINLEY FINGERPRINT \ 01-14-000-72848 Tot		28.25 <b>28.25</b>
184788	11/8/2019	004985	ILLINOIS STATE TOLL HWY AUTH	G127000001862		TOLLS 7/1/19-9/30/19 01-12-000-72130		15.00

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184788	11/8/2019	004985 ILLINOIS STATE TOLL HWY AUTH	(Continued)		01-33-000-72130 01-26-023-72170 84-00-000-20199 Total :	0.55 52.40 20.00 <b>87.95</b>
184789	11/8/2019	013235 INTEGRITY SIGN COMPANY	85823		CHANGE ALL GRAPHICS BATT 201 01-19-000-72540 Total :	1,385.00 <b>1,385.00</b>
184790	11/8/2019	005025 INTERNATIONAL CODE COUNCIL INC	1001106470		SPRINKLER REVIEW SIP WINE BAF 01-33-300-72844 Total :	600.00 <b>600.00</b>
184791	01-17-205-72540 58005140 BATTERIES 01-26-023-72540 58005156 BATTERY 01-21-000-72540	01-17-205-72540 BATTERIES	271.90			
			58005156		BATTERY	1,119.55 106.95 <b>1,498.40</b>
184792	11/8/2019	018046 KEVRON PRINTING & MAILING, INC.	19-45503		BUSINESS CARDS MELISSA BONAI 01-17-205-72310 Total :	17.50 <b>17.50</b>
184793	11/8/2019	005379 KLEIN, THORPE & JENKINS, LTD	102819		LEGAL SERV THRU 9/30/19 01-14-000-72850 <b>Total</b> :	995.25 <b>995.25</b>
184794	11/8/2019	016616 KURTZ AMBULANCE SERVICE INC.	10347		EMS SERVICE AGREEMENT 10/1/1§ 01-21-000-72856 Total :	36,477.83 <b>36,477.83</b>
184795	11/8/2019	014190 LEHIGH HANSON	5785627		BED/BACKFILL 60-00-000-73860 63-00-000-73860 64-00-000-73860	297.05 33.00 141.45

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184795	11/8/2019	014190 LEHIGH HANSON	(Continued)			
					01-26-023-73860	235.76
					70-00-000-73860 <b>Total</b> :	78.58 <b>785.84</b>
						705.04
184796	11/8/2019	007100 M. E.SIMPSON COMPANY, INC	34303		WATER ASSESSMENT PROGRAM	
				VTP-017427	60-00-000-72790	17,885.00
				VTP-017427	60-00-000-72513	1,638.00
					Total :	19,523.00
184797	184797 11/8/2019	2019 013059 MAIOLO, DENISE	073119		JULY'19 MILEAGE REIM 38 @ .58	
					01-12-000-72170	22.04
		103119		OCT'19 MILEAGE 39 @ .58	~~~~	
					01-12-000-72170 <b>Total</b> :	23.08 <b>45.12</b>
					Iotai :	45.12
184798	11/8/2019	013969 MAP AUTOMOTIVE OF CHICAGO	40-532973		BRAKE ROTOR, EVOL CER, FILTER #	
					01-17-205-72540	251.16
					Total :	251.16
184799	11/8/2019	8/2019 005765 MARTIN WHALEN O.S. INC.	IN2144017		XER/X3635 SENIOR CENTER 10/2/1	
					01-41-056-72750	651.44
			IN2145296		<911> - REPLCMNT COPIER/PRINTI	
				VTP-017406	30-00-000-74133	10,001.00
					Total :	10,652.44
184800	11/8/2019	012631 MASTER AUTO SUPPLY, LTD.	15030-77786		CALIPER BRACKETS, GUIDE PIN KI	
					01-17-205-72540	65.06
			15030-78024		CALIPER PIN, DISC CAL PIN BOOT	
			15030-78312		01-17-205-72540 LUBE	47.88
			15030-76312		01-19-020-72540	11.77
			15030-78716		CREDIT BRAKE PAD SET, PINS, DIS	11.77
					01-17-205-72540	-73.99
			15030-78807		OIL	
			45000 70000		01-19-000-73535	27.84
			15030-78969		OIL	

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184800	11/8/2019	012631 MASTER AUTO SUPPLY, LTD.	(Continued)			
					01-19-000-73535	55.68
			15030-79120		DEFOG TAB REPAIR KIT	
					01-19-000-72540	13.29
			15030-79489		LAMP	
					01-26-023-72540	59.30
			15030-79641		HALOGEN SEALED BEAM	
					01-26-023-72540	19.10
			15030-79670		MUFFLER, TAIL PIPE, CLAMP	170 50
					01-26-023-72540	178.56
					Total :	404.49
184801	11/8/2019	010966 MC CAHILL, MARY	101619		REIM.EXP. EMBROID ON SHIRTS	
				01-17-205-73610	100.00	
					Total :	100.00
184802	11/8/2019	005844 MCDONALD'S	103119		CELL MEALS OCT'19	
101002		100110		01-17-220-72230	163.32	
			Total :	163.32		
404000	44/0/0040		000475			
184803	11/8/2019	005645 MEADE ELECTRIC COMPANY INC.	690175		TRAFFIC SIGNAL MAINT 171&173 C	
					01-26-024-72775	495.00
					Total :	495.00
184804	11/8/2019	006074 MENARDS	74588		FOLD IN HALF TABLE, TOILETBOWL	
					01-26-025-73580	45.25
					01-35-000-72954	139.98
			74624		SUPPLIES FOR EMA TRAILER	
					01-21-000-72530	89.62
			74650		LATCH BOX	
					01-26-023-73840	9.98
					01-26-024-73840	4.99
					60-00-000-73840	5.24
					63-00-000-73840	1.75
			74000		64-00-000-73840	2.99
			74832		8" ADJ ACCESS PANEL, PAIL	44.07
				01-26-025-72520	14.97	

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184804	11/8/2019	006074 MENARDS	(Continued)			
			74916		PLIERS, TAPE, BATTERIES, CABLE C	
					01-19-000-73410	91.82
			74981		ZEP OXY CARPET & UPHSTRY	
					01-26-025-73580	4.97
			75028		TARP	
					01-26-023-73410	11.94
			75029		BUNGEE	
					01-26-023-73410	17.06
			75037		ROD TENSION, SCREWDRIVER, ROI	
					01-26-025-73410	50.92
			75043		WL 3006 ULTRA CLEAR SQUEZ	
					60-00-000-73630	2.36
					63-00-000-73630	0.26
					64-00-000-73630	1.12
			75116		PARTS,CLAMPS,CEMENT,PRIMER,I	
					01-21-000-73610	4.99
					01-21-000-73110	8.48
					01-21-000-72530	132.13
			75119		SILICONE, DRY ERASE	
					01-26-023-73410	37.37
			75395		BUTT SPLICES	
					01-21-000-72530	19.07
			75398		ADPT, 4' PRLT LOWELL ENTRY TRE	
					01-21-000-72530	159.98
			75417		CREDIT 4' PRLT LOWELL ENTRY TF	
					01-21-000-72530	-39.99
			75418		GLOVES	
					01-21-000-73610	29.94
					Total :	847.19
184805	11/8/2019	005904 MIDWESTAIR PRO	13556		SERV REPR TORN VERTICAL HOSE	
					01-19-000-72530	214.00
					Total :	214.00
184806	11/8/2019	015761 MOKENA FIRE PROTECTION DIST.	173		PREV MAINT LABOR/TRANS FLUID	
101000	1.1.0.2010				01-19-000-72540	673.43

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184806	11/8/2019	015761 015761 MOKENA FIRE PROTECTIO	ON DIST. (Continued)		Total :	673.43
184807	11/8/2019	005729 MR. RADIATOR & AIR COND SERV	043017		RADIATOR 01-26-023-72540 Total :	205.65 <b>205.65</b>
184808	11/8/2019	017651 MSC INDUSTRIAL SUPPLY CO.	3390183001 3403272001		CABLE TIES 01-35-000-72954 SVL,PARTS,DRILL BITS,DISC,PINS	126.86
					01-26-023-72540 Total :	424.22 <b>551.08</b>
184809	11/8/2019	015386 MUNICIPAL GIS PARTNERS, INC	4827		GIS STAFFING 01-16-000-72652 60-00-000-72652 63-00-000-72652 64-00-000-72652 <b>Total :</b>	8,475.86 5,085.51 593.30 2,797.04 <b>16,951.71</b>
184810	11/8/2019	010810 MUNICIPAL SERV. CONSULTING INC	TPCS-10-19		COMM & TECH PROJ REPAIR AND ( 11-00-000-72750 Total :	11,371.50 <b>11,371.50</b>
184811	11/8/2019	014443 MURPHY & MILLER, INC	SVC00023881		18301 S RIDGELAND WATER PLAN 01-26-025-72520 Total :	1,911.02 <b>1,911.02</b>
184812	11/8/2019	018604 NAPA MONEE	150728		BELT 01-17-205-72540 <b>Total</b> :	85.45 <b>85.45</b>
184813	84813 11/8/2019 0157	11/8/2019 015723 NICOR	06821610000		ACCT#06-82-16-1000 0 6640 167TH 60-00-000-72511 63-00-000-72511 64-00-000-72511	32.28 32.28 27.68
			12213610004 54072310003		ACCT#12-21-36-1000 4 7825 W 167 <sup>-</sup> 01-26-025-72511 ACCT#54-07-23-1000 3 16250 OAK I	130.30

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184813	11/8/2019	015723 NICOR	(Continued)			
					01-26-025-72511	1,330.58
			73675410002		ACCT#73-67-54-1000 2 7800 183RD 01-26-025-72511	638.46
			96019958527		ACCT#96-01-99-5852 7 7999 W TIM	000.40
					01-26-025-72511	192.10
					Total :	2,383.68
184814	11/8/2019	019 013034 NOTARY PUBLIC ASSOC.	110519		NOTARY STAMP DENISE MAIOLO	
					01-12-000-72720	16.90
					Total :	16.90
184815	11/8/2019	017830 OLIVET NAZARENE UNIVERSITY	110419		1816757 JANE SHARP/COMM SER\	
				01-41-046-72920	1,000.00	
					Total :	1,000.00
184816	84816 11/8/2019 0	013096 PACE SYSTEMS INC	IN00028602 VT		<pd> - VERIPIC SERVER/SYS REPI</pd>	
				VTP-017389	30-00-000-74126	25.00
				Total :	25.00	
184817	11/8/2019	3/2019 006475 PARK ACE HARDWARE	062076/1		#891432 SAW HOLE,DRILL BITS	
					01-26-023-73410	9.90
			062203/1		#891432 BUCKET,FRAME,COVER,B	40.07
			062215/1		01-26-023-73620 #891431 SAWZAL BLADE	18.67
			002215/1		60-00-000-73410	5.03
					63-00-000-73410	0.56
					64-00-000-73410	2.40
			062240/1		#891432 BOLT CUTTER,WRAP,CAB	
					01-26-023-73410	37.56
			062248/1		#891432 PLIERS,ANTIFREEZE,FUN	47 54
			062249/1		01-26-023-73410 #891432 WIRE CONN,HOSE SIPHO	17.51
			0022-0/1		01-26-023-73410	7.90
			062283/1		#891431 I-BEAM	
					60-00-000-73410	15.11
					63-00-000-73410	1.68

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184817	11/8/2019	006475 PARK ACE HARDWARE	(Continued)			
					64-00-000-73410	7.20
					Total :	123.52
184818	11/8/2019	006780 POMP'S TIRE SERVICE, INC	690077809		NEW DRIVE TIRES UNIT 123 BACKI	
				VTP-017453	60-00-000-73560	1,324.88
				VTP-017453	63-00-000-73560	147.21
				VTP-017453	64-00-000-73560	630.89
					Total :	2,102.98
184819	11/8/2019	001695 POSITIVE PROMOTIONS	06427929		SMARTIES POSITVIE PROMO	
					01-19-000-73870	408.74
					Total :	408.74
184820	11/8/2019	006507 POSTMASTER, U. S. POST OFFICE	103119		PERMIT#6 NOV'19 WATER BILLS	
					60-00-000-72110	1,765.35
					64-00-000-72110	756.58
					Total :	2,521.93
184821	11/8/2019	006559 PRAXAIR DISTRIBUTION, INC	92572227		IND ACETYLENE, HIGH PRESSURE	
					60-00-000-73730	32.12
					63-00-000-73730	32.12
					64-00-000-73730	27.54
					01-26-023-73730	91.78
					01-26-024-73730	45.90
					Total :	229.46
184822	11/8/2019	006531 PROFFITT, CYNTHIA	103119		REIM. EXP. MILEAGE 93.8 @ .58 AN	
					01-21-000-72130	58.20
					Total :	58.20
184823	11/8/2019	014275 PUBLIC SAFETY DIRECT, INC.	94943		SERVICE UNIT #671	
					01-21-000-72540	3,243.84
					Total :	3,243.84
184824	11/8/2019	006850 QUILL CORPORATION	2218723		MONTHLY PLANNER	
					01-33-310-73110	11.04

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184824	11/8/2019	006850 006850 QUILL CORPORATION	(Continued)		Total :	11.04
184825	11/8/2019	017584 RELADYNE	1246480-IN		55 GALLONS OF VERSAHYDRAULI	
				VTP-017460	01-26-023-73535	379.00
					Total :	379.00
184826	11/8/2019	006874 ROBINSON ENGINEERING CO. LTD.	100319		19-R0055/ MISC SERV 7/27/19-9/27/	
					01-26-023-72840	1,704.50
					01-33-300-72840	93.00
					01-33-310-72840	883.50
					64-00-000-72840	395.50
					65-00-000-72840	383.00
					01-14-000-72840	11,629.50
			19100114		12-238 80TH AVE PROJ COORDINA	
					30-00-000-75810	430.00
			19100115		18-R0616 NORTH ST MUSIC PLAZA	
					30-00-000-75905	878.50
			19100116		18-R0617 NORTH ST RECONSTR O	
					27-00-000-75300	5,750.00
			19100290		16-R0364 BIKE PATH EXTENSIONS	
					33-00-000-75205	2,142.63
			19100291		17-R0338.01 RECREATNL TRAILS P	
					33-00-000-75205	16,500.00
			19100293		19-R0866 191ST ST & 80TH AVE PH	
					30-00-000-75806	6,019.00
					Total :	46,809.13
184827	11/8/2019	006874 ROBINSON ENGINEERING CO. LTD.	19100475		16-R0402 175TH ST RIDGELAND /O	
					33-00-000-75806	5,812.02
					Total :	5,812.02
184828	11/8/2019	006874 ROBINSON ENGINEERING CO. LTD.	19100171		14-653.04/OAK PK AVE RECONSTR	
					33-00-000-75806	2,486.50
					Total :	2,486.50
184829	11/8/2010	019092 RORY GROUP, LLC	3244		BUSINESS CONSULTING NOV 2019	
10-1023	11/0/2019	VIGUE NONT GROUP, LEG	0277		01-11-000-72790	3,000.00
					01-11-000-12190	3,000.00

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184829	11/8/2019	019092 019092 RORY GROUP, LLC	(Continued)		Total :	3,000.00
184830	11/8/2019	006922 RUBINO'S ITALIAN IMPORTS	095		DELI ITEMS	
					01-12-000-72220	75.22
					Total :	75.22
184831	11/8/2019	016334 RUSH TRUCK CENTERS	3016474408		KT SHOE	
					01-26-023-72540	-63.84
			3017090818		CABLE TANKS,SURGE TANK,CONN	
					01-26-023-72540	763.60
			3017145310		AIR DRYER	
					01-26-023-72540	178.05
					Total :	877.81
184832	11/8/2019	007049 RYDIN DECAL	364045		TAXI PERMITS, VENDING DECALS	
					70-00-000-72310	848.12
					Total :	848.12
184833	11/8/2019	017575 RZESZUTKO, JUSTIN	110419		PER DIEM: MEALS CIT NEMRT 10/2	
				01-17-220-72140	60.00	
					Total :	60.00
184834	11/8/2019	007629 SAM'S CLUB DIRECT	0533		**** 8162 TOWELS,COFFEE,WATER	
					01-35-000-72923	143.24
					60-00-000-73115	40.31
				64-00-000-73115	17.27	
					01-26-023-73115	57.58
					01-26-024-73115	28.78
			1710		OFFICE SUPPLEIS	
					01-21-210-73110	193.72
			1711		OFFICE & CLEANING SUPPLIES	100.00
					01-17-205-73110	132.02
					01-17-205-73570	20.88
					01-17-205-73315 Total :	5.98 <b>639.78</b>
						639.78
184835	11/8/2019	015712 SANDENO EAST INC	3643		SURFACE MATERIAL	
					01-26-023-73780	127.50

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184835	11/8/2019	015712	015712 SANDENO EAST INC	(Continued)		То	otal :	127.50
184836	11/8/2019	007092	SAUNORIS	603193		SOD		
						01-26-023-73680	4-1.	760.00
						Io	otal :	760.00
184837	11/8/2019	007572	SCHAAF EQUIPMENT CO. INC.	1000058069		(2) HUSQVARNA 16" SAWS		
					VTP-017434	60-00-000-72530		1,758.96
					VTP-017434 VTP-017434	63-00-000-72530 64-00-000-72530		195.44 837.60
							otal :	2,792.00
184838	11/8/2019	007453	SERVICE SANITATION, INC.	7838512		SERVICE CONTRACTS		
					VTP-016993	01-19-000-72750		152.97
						То	otal :	152.97
184839	11/8/2019	016211	SO SUBURBAN WELDING & FAB.CO	10934		TRAINING CENTER WELDING		
					VTP-017214	01-19-000-72140		1,080.00
						То	otal :	1,080.00
184840	11/8/2019	002592	SPOK, INC.	C6092566W		ACCT#6092566-6 PAGER SERV	ICE	
						01-17-205-72125		68.62
						01-26-025-72125	otal :	8.28 <b>76.90</b>
							iai .	70.50
184841	11/8/2019	012238	STAPLES BUSINESS ADVANTAGE	3429090647		PAPER		00.40
				3429090650		01-41-046-72981 CALENDAR REFILL,RIBBON,PA	D	33.16
				012000000		01-14-000-73110	2	14.59
						01-13-000-73110		16.77
				3429090651		CLOCK 01-17-205-73110		134.59
				3429090652		CALENDARS/REMINDERS		134.59
						01-17-205-73110		259.72
				3429090653		POS ROLLS, PPR CLP, DUSTER,	FLD	000 11
						01-17-205-73110 To	otal :	202.44 <b>661.27</b>

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184842	11/8/2019	015452	STEINER ELECTRIC COMPANY	S006489709.001		LOCKING TIE	
						01-26-023-73410	141.40
						Total :	141.40
184843	11/8/2019	007438	SUB TRAILER HITCH, INC.	12788		BREAK AWAY SWITCH	
						01-21-000-72530	12.95
						Total :	12.95
184844	11/8/2019	007297	SUTTON FORD INC./FLEET SALES	493063		FILTER ASY, TUBE OIL COOLER, TUI	
						01-26-023-72540	407.79
						Total :	407.79
184845	11/8/2019	018607	TELCOM INNOVATIONS GROUP, LLC	A54259		SRC LICENSES	
					VTP-017079	30-00-000-75812	96.00
						30-00-000-75812	715.00
					VTP-017079	30-00-000-75812	725.00
						Total :	1,536.00
184846	11/8/2019	002957	THE BREWER COMPANY	138301		PAINT,STENCIL	
						01-26-023-73620	149.20
						Total :	149.20
184847	11/8/2019	007717	THIRD DISTRICT FIRE CHIEF ASSN	4223		OFFICERS WORKSHOP OCT 2,3 20	
						01-19-000-72145	300.00
						Total :	300.00
184848	11/8/2019	014854	THOMSON REUTERS-WEST PYMNT CT	F 841249886		INVESTIGATIVE SUITE DETAIL OF (	
						01-17-225-72852	194.12
						Total :	194.12
184849	11/8/2019	007800	THYSSENKRUPP ELEVATOR CORP	3004902181		ELEVATOR MAINT PS BLDG	
						01-26-025-72790	1,175.87
						Total :	1,175.87
184850	11/8/2019	007930	TRANS UNION	10900363		SUMMARY, REPORTS, ALERTS, BAS	
						01-17-225-72852	116.18
						Total :	116.18

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184851	11/8/2019	008040 UNDERGROUND PIPE & VALVE CO	039444		CLAMPS	
					60-00-000-73630	2,483.00
					Total :	2,483.00
184852	11/8/2019	011904 UPS	0000626634439		SHIPPER # 626634	
					01-17-205-72345	13.38
			0000626634449		SHIPPER # 626634	
					01-19-000-72110	21.90
					01-17-205-72110	5.67
					Total :	40.95
184853	11/8/2019	008011 URBANSKI, JOHN	103119		REIM.EXP. PARKING	
					01-26-023-72170	26.00
					60-00-000-72170	9.10
					63-00-000-72170	9.10
					64-00-000-72170	7.80
					Total :	52.00
184854	11/8/2019	006362 VILLAGE OF OAK LAWN	ACCT#1-9990015-00		ACCT#1-9990015-00 10/1/19-11/1/19	
					60-00-000-73220	548,515.84
					63-00-000-73220	506,322.32
					Total :	1,054,838.16
184855	11/8/2019	006362 VILLAGE OF OAK LAWN	6783		IEPA REICH LOAN PAYMENT REIM	
					60-00-000-73221	114,658.63
					63-00-000-73221	24,569.71
					64-00-000-73221	65,519.22
			6791		IEPA TRANS MAIN 4A REIM	
					60-00-000-73221	89,358.66
					63-00-000-73221	19,148.28
					64-00-000-73221	51,062.10
					Total :	364,316.60
184856	11/8/2019	012368 VISION INTEGRATED GRAPHICS,LLC	530953		LATE NOTICES FOR SEPT 1ST BILL	
					60-00-000-72310	92.48
					64-00-000-72310	39.64
					60-00-000-72310	129.50
					64-00-000-72310	

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184856	11/8/2019	012368 VISION INTEGRATED GRAPHICS,LLC	(Continued)			
					64-00-000-72310	55.50
					60-00-000-72110	282.59
					64-00-000-72110	121.11
			531023		OCT'19 WATER BILLS W/INSERTS	
					60-00-000-72310	1,049.15
					64-00-000-72310	449.64
					60-00-000-72310	6.14
					64-00-000-72310	2.63
					60-00-000-72310	238.00
					64-00-000-72310	102.00
					60-00-000-72110	16.56
					64-00-000-72110	7.09
					Total :	2,592.03
404057	44/0/0040		D-6004000000			
184857	11/8/2019	9 019245 WALSH, JOHN	Ref001383909		UB Refund Cst #00504988	
					60-00-000-20599	41.86
					Total :	41.86
184858	11/8/2019	010165 WAREHOUSE DIRECT WORKPL SOLTN	IS 4464146-0		PAPER	
					01-17-205-73110	478.90
					Total :	478.90
184859	11/8/2019	011055 WARREN OIL CO.	W1263684		N.L. GAS USED 10/12/19-10/25/19	
					01-17-205-73530	7,002.17
					01-19-000-73530	485.62
					01-19-020-73530	137.48
					01-21-000-73530	134.59
					60-00-73530	609.83
					63-00-000-73530	152.46
					64-00-000-73530	326.69
					01-26-023-73530	1,235.61
					01-26-024-73530	433.62
					01-12-000-73530	433.02
					01-14-000-73532	95.34
					01-53-000-73530	95.34 218.37
				01-42-000-73530	175.04	

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184859	11/8/2019	011055 WARREN OIL CO.	(Continued)			
					01-33-300-73530	208.98
			W1263685		DIESEL 10/12/19-10/25/19	
					01-19-000-73545	924.91
					60-00-000-73545	330.86
					63-00-000-73545	82.71
					64-00-000-73545	177.25
					01-26-023-73545	988.76
					01-26-024-73545	119.72
					01-14-000-73531	2,522.22
					Total :	16,423.63
184860	11/8/2019	018482 WATTS, JERRY	110619		REIM. EXP.CONF REG MIDST OF C	
					01-21-000-72140	45.00
					Total :	45.00
184861	11/8/2019	012144 WILL COUNTY CED	14466		CED INVESTOR / KIMBERLY CLARK	
					01-33-000-72170	30.00
					Total :	30.00
184862	11/8/2019	008609 YURKO, PAM	101819		REIM. EXP.EMBROID ON SHIRTS	
					01-17-205-73610	50.00
					Total :	50.00
1127191	11/27/2019	012677 WELLS FARGO CORP. TRUST SERV.	VILLA01122019		TINL613GO 2013 PRINCIPAL & INTE	
					27-00-000-96140	5,638.50
					33-00-000-96140	224,983.50
					41-00-000-96140	210,000.00
					64-00-000-96140	74,996.25
					65-00-000-96140	9,381.75
					27-00-000-96140	2,319.03
					33-00-000-96140	92,532.50
					41-00-000-96140	86,370.00
					64-00-000-96140	30,844.89
					65-00-000-96140	3,858.58
					Total :	740,925.00

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# VILLAGE OF TINLEY...

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

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Bank code : apbank

vchlist

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1127192	11/7/2019	012677 WELLS FARGO CORP. TRUST SERV.	VILLA01122019.		TINL212GOR GO REFUNDING BON	
					33-00-000-98044	149,720.00
					60-00-000-96136	217,899.60
					63-00-000-96136	42,050.79
					64-00-000-96136	122,329.60
					65-00-000-96136	228,000.01
					33-00-000-98044	1,497.20
					60-00-000-96136	2,179.00
					63-00-000-96136	420.50
					64-00-000-96136	1,223.30
					65-00-000-96136	2,280.00
					Total :	767,600.00
1127193	11/27/2019	012677 WELLS FARGO CORP. TRUST SERV.	VILLA01122019		TINL309GOR 2009 REFUNDING PR	
					01-96-000-98040	341,243.56
					31-00-000-98040	257,541.44
					33-00-000-98045	95,000.00
					60-00-000-96139	203,042.55
					63-00-000-96139	39,183.65
					64-00-000-96139	113,988.80
					31-00-000-98040	37,167.78
					33-00-000-98045	5,968.75
					60-00-000-96139	12,603.25
					63-00-000-96139	2,432.21
					64-00-000-96139	7,075.51
					Total :	1,115,247.50
1127194	11/27/2019	012677 WELLS FARGO CORP. TRUST SERV.	VILLA01122019		TINL811GOR LIBRARY 2011 REFUN	
					33-00-000-98043	128,364.54
					38-00-000-96100	456,635.46
					33-00-000-98043	10,817.73
					38-00-000-96100	38,482.27
					Total :	634,300.00
133	3 Vouchers	for bank code : apbank			Bank total :	5,138,008.98

#### Voucher List Village of Tinley Park

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Bank code : ipmg

vchlist

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
2571	11/5/2019	018837	INSURANCE PROGRAM MANAGER	RS GRI 190912W021-1		PAYEE-ADVANET 01-14-000-72542 Total	140.49 <b>140.49</b>
2572	11/5/2019	018837	INSURANCE PROGRAM MANAGER	RS GRI 190912W021-2		PAYEE-ONE CALL MEDICAL INC 01-14-000-72542 Total	570.00 <b>570.00</b>
2573	11/5/2019	018837	INSURANCE PROGRAM MANAGER	RS GRI 190514W019		PAYEE-PETERSON JOHNSON & MU 01-14-000-72542 Total	1,618.50
2574	11/5/2019	018837	INSURANCE PROGRAM MANAGER	RS GRI 190912W021-3		PAYEE-SMI HARVEY 01-14-000-72542 Total	43.27 <b>43.27</b>
2575	11/5/2019	018837	INSURANCE PROGRAM MANAGER	RS GR 1909* 1910*		PAYEE-ALPHA REVIEW CORPORAT 01-14-000-72542 Total	134.08
2576	11/5/2019	018837	INSURANCE PROGRAM MANAGER	RS GR 190912W021-4		PAYEE-ISO SERVICES INC 01-14-000-72542 Total	10.40 <b>10.40</b>
	6 Vouchers	for bank	code : ipmg			Bank total	2,516.74
13	39 Vouchers	in this re	port			Total vouchers	5,140,525.72

GENDA - 12/3/2019, E	VILLAGE OF TIN	LEY		Page
vchlist 11/08/2019 6:58:58AM		Voucher List Village of Tinley Park		
Bank code : ipmg				
Voucher Date Vendor	Invoice	PO #	Description/Account	Amoun
The Tinley Park Village Board having duly met Hall do hereby certify that the following claims against said village were presented and are ap payment as presented on the above listing. In witness thereof, the Village President and C the Village of Tinley Park, hereunto set their ha	or demands proved for erk of			
Village P	resident			
Village C	lerk			
Date				

vchlist 11/15/2019	6:25:56A	Μ	Voucher Lis Village of Tinley	-		Page:	1
Bank code :	ap_ff						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
1009	10/1/2019	019247 ROLLNRACK, LLC	072419		MOTORIZED HOSE ROLLER 36-00-000-74183 Total	1:	8,535.00 <b>8,535.00</b>
1010	10/7/2019	017887 FARO TECHNOLOGIES, INC	20297731		HANDHELD 2D SCANNER 36-00-000-73845 Total	1:	9,346.01 <b>9,346.01</b>
100119	10/1/2019	019212 REI	Y112104050.		SCREW LOCK CARABINERS 36-00-000-72140 Total	1:	1,151.94 <b>1,151.94</b>
3	Vouchers	for bank code: ap_ff			Bank total	l: 1	19,032.95

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#### VILLAGE OF TINLEY...

#### Voucher List Village of Tinley Park

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Bank code : apbank

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Voucher	DateVendor	Invoice	PO #	Description/Account	Amount
184864	11/13/2019 013647 SSBOA	111219		MICHAEL CHAMBERS / TRAINING S	
				01-33-300-72140	60.00
				Total :	60.00
184865	11/15/2019 010955 A T & T LONG DISTANCE	827776689		CORP ID 931719	
				01-17-225-72120	27.84
				Total :	27.84
184866	11/15/2019 014341 AFTERMATH, INC.	JC2019-4456		BIO-HAZARD CLEAN-UP CELL #1 P	
				01-17-205-72750	105.00
				Total :	105.00
184867	11/15/2019 002665 APPLE CHEVROLET	CTCS424879		REPAIRS VIN#1GNSK3EC9FR27587	
				01-19-000-72540	368.50
				Total :	368.50
184868	11/15/2019 003166 B & J TOWING AND AUTO REP.	AIR 0016169		TRUCK INSPECTION	
				01-26-023-72266	168.00
				01-26-024-72266	25.00
				01-53-000-72266	28.00
				01-42-000-72266	28.00
				Total :	249.00
184869	11/15/2019 010953 BATTERIES PLUS - 277	P19958663		BATTERIES	
				01-26-025-73410	43.90
		P20757689		BATTERIES	
				14-00-000-74150	140.00
				Total :	183.90
184870	11/15/2019 002974 BETTENHAUSEN CONSTRUCT	TION SERV 190169		HAULING LEAVES/SWEEPINGS	
				01-26-023-72890	600.00
		190170		HAULING STONES	
				01-26-023-73860	90.00
				70-00-000-73860	30.00
				60-00-000-73860	113.40
				63-00-000-73860 64-00-000-73860	12.60 54.00
				04-00-000-7 3000	54.00

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Voucher	DateVendor	Invoice	PO #	Description/Account	Amount
184870	11/15/2019 002974 002974 BETTENHAUSE	N CONSTRUCTION { (Continued)		Total :	900.00
184871	11/15/2019 016817 BEVERLY SNOW AND ICE IN	IC 40915		TINLEY CREEK BRIDGE	
				01-26-023-72785	50.00
		40916		PUBLIC SAFETY BUILDING LOT	
				01-26-023-72785	130.00
		40917		FIRESTATION 2	
				01-26-023-72785	160.00
		40918		FIRE STATION 3	
				01-26-023-72785	110.00
		40919		FIRESTATION 4	
				01-26-023-72785	160.00
		40920		HELIPORT & EMA	
				01-26-023-72785	580.00
		40921		HICKORY ST PARKING STALLS	
				01-26-023-72785	300.00
		40922		MUNICIPAL LOTS (ED & JOES)	
				01-26-023-72785	90.00
		40923		MUNICIPAL LOTS SUBWAY	
				01-26-023-72785	140.00
		40924		MUNICIPAL LOTS-BATH & KITCHEN	
				01-26-023-72785	65.00
		40925		MUNICIPAL LOTS CARDINAL	
				01-26-023-72785	65.00
		40926		80TH AVENUE NORTH TRAIN LOT	
				70-00-000-72740	1,800.00
		40927		OAK PARK AVE TRAIN STATION	
				70-00-000-72740	300.00
				01-26-023-72785	300.00
		40928		PAWS	
				01-26-023-72785	90.00
		40929		POLICE DEPARTMENT	
				01-26-023-72785	245.00
		40930		POST 11	
				01-26-023-72785	60.00
		40931		80TH AVENUE SOUTH TRAIN LOT	
				70-00-000-72740	1,900.00

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Voucher	Date Vendor	Invoice	PO #	Description/Account	Amount
184871	11/15/2019 016817 BEVERLY SNOW AND ICE INC	(Continued)			
		40932		MUNICIPAL LOT-UNITED METHODIS	
				01-26-023-72785	130.00
		40933		VILLAGE HALL	
				01-26-023-72785	490.00
		40934		VOGT PLAZA	~~~~~
		40005		01-26-023-72785	90.00
		40935		ZABROCKI PLAZA 01-26-023-72785	150.00
				Total :	7,405.00
				Total .	7,405.00
184872	11/15/2019 002923 BLACK DIRT INC.	102219-18		DIRT 4 WHEELER	
				01-26-023-73680	240.00
		102219-26		DIRT 4 WHEELER	
				01-26-023-73680	600.00
				Total :	840.00
184873	11/15/2019 003396 CASE LOTS INC	516		CAN LINERS, TOWELS, URINAL SCR	
				01-26-025-73580	927.60
				Total :	927.60
184874	11/15/2019 003229 CED/EFENGEE	5025-527888		LAMP	
				01-26-024-73570	683.30
		5025-528128		BERKLEY/PENTAIR	
				01-26-023-72530	550.00
		5025-528646		CONDUIT, PRIMER, CEMENT	
				01-26-024-73570	68.43
				Total :	1,301.73
184875	11/15/2019 013991 CHICAGO OFFICE PRODUCTS CO.	980164-0		FOLDER,MARKERS,STORAGE BOX	
				01-19-000-73110	165.23
				Total :	165.23
184876	11/15/2019 015199 CHICAGO PARTS & SOUNDS LLC	1-0111999		WINTER POW-R PLUS DIESEL	
				01-26-023-72540	73.92
		2J0001726		CABLE OUTPUT PAN	10.02
		200001120		01-17-205-72540	220.00
				••••••••••	

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Voucher	Date Vendor	Invoice	PO #	Description/Account	Amount
184876	11/15/2019 015199 CHICAGO PARTS & SOUNDS LLC	(Continued) 2J0001732		REMOVE BARREL STYLE GUN LOC	
		2J0001738	VTP-017480	01-17-205-72540 EMERGENCY LIGHTS PICKUP TRU 30-00-000-74232	95.00 2,247.48
		2J0001740		EMERGENCY LIGHTS, RADIO GUN	
			VTP-017479	30-00-000-74220 <b>Total</b> :	3,998.50 <b>6,634.90</b>
184877	11/15/2019 017916 CHICAGO SALT COMPANY, INC.	530		BALL VALVE	
				01-26-023-72540 Total :	115.00 <b>115.00</b>
184878	11/15/2019 017349 CHICAGO STREET CCDD, LLC	18419		DUMP FEES	
				01-26-023-72890 <b>Total</b> :	560.00 <b>560.00</b>
184879	11/15/2019 003137 CHRISTOPHER B.BURKE ENGINEERN	NG 154439		01.R160373.00006 POST 3 STORM \	
				65-00-000-72525 <b>Total</b> :	1,174.50 <b>1,174.50</b>
184880	11/15/2019 013820 CINTAS CORPORATION	5015146097		MEDICAL SUPPLIES	
		5015146098		01-19-000-73115 MEDICAL SUPPLIES	384.94
				01-19-000-73115	14.24
		5015146099		MEDICAL SUPPLIES 01-19-000-73115	302.56
		5015146100		MEDICAL SUPPLIES 01-19-000-73115	266.57
				Total :	968.31
184881	11/15/2019 012057 COMCAST CABLE	8771401810296319		ACCT#8771401810296319 11/81/19-	
				01-14-000-72125 <b>Total :</b>	231.85 <b>231.85</b>
184882	11/15/2019 018311 CONNECTION	57248230		<pd> - INVSTGNS - COMP-FORSEN</pd>	
			VTP-017449	01-17-225-72565	370.39

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Voucher	DateVendor	Invoice	PO #	Description/Account		Amount
184882	11/15/2019 018311 018311 CONNECTION	(Continued)			Total :	370.39
184883	11/15/2019 012410 CONSERV FS, INC.	66032783		FOLDING SAW		
		66032809		01-26-023-73410 STRUCTRON DRAIN SPD		16.99
		00032003		60-00-000-73410		38.56
				63-00-000-73410		4.28
				64-00-000-73410		18.36
					Total :	78.19
184884	11/15/2019 018234 CORE & MAIN LP	L425826		CIGARETTE LIGHTER CHAP	RGER	
				60-00-000-73631		48.45
		L475411		64-00-000-73631 STRNR		20.76
		E473411		60-00-000-74175		899.50
				64-00-000-74175		385.50
					Total :	1,354.21
184885	11/15/2019 003635 CROSSMARK PRINTING, INC	76243		2020 ALARM PERMIT STICK	ERS	
			VTP-017464	01-17-215-72310		777.84
					Total :	777.84
184886	11/15/2019 014690 DARLING INGREDIENTS INC	10732882		TRAP 80TH AVE TRAIN ST		
				01-26-025-72530		200.00
					Total :	200.00
184887	11/15/2019 003834 DRIVERS LICENSE GUIDE C	OMPANY 198920		US ID MANUAL UPDATE SEI	RV THF	
				01-17-225-73590		82.50
					Total :	82.50
184888	11/15/2019 012413 DURBIN'S OF TINLEY INC	111219		FOOD VOUCHERS BOO BA	SH	
				01-35-000-72923		76.00
					Total :	76.00
184889	11/15/2019 003770 DUSTCATCHERS INC	67339		MATS/VH		
		07040		01-26-025-72790		65.93
		67340		MATS/ PD 01-26-025-72790		85.41
				01-20-020-12130		05.41

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#### Voucher List Village of Tinley Park

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Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
184889	11/15/2019	003770 DUSTCATCHERS INC	(Continued) 67341		MATS/PW GARAGE		
			07041		01-26-025-72790		99.08
					01 20 020 12100	Total :	250.42
184890	11/15/2019	004111 EJ USA. INC	110190093862		WATER CV		
					60-00-000-73630		226.80
					63-00-000-73630		25.20
					64-00-000-73630		108.00
						Total :	360.00
184891	11/15/2019	011176 ELEMENT GRAPHICS & DESIGN, INC	14779		GRAPHICS		
					01-17-205-72540		193.96
						Total :	193.96
184892	11/15/2019	004098 ESRI	93726455		<it> - ESRI SFTW MAINTI</it>	ENANCE F	
				VTP-017445	01-16-000-72652		1,500.00
				VTP-017445	60-00-000-72652		1,500.00
				VTP-017445	01-16-000-72652		350.00
				VTP-017445	60-00-000-72652		350.00
				VTP-017445	01-16-000-72652		3,000.00
				VTP-017445	60-00-000-72652		3,000.00
				VTP-017445	01-16-000-72652		250.00
				VTP-017445	60-00-000-72652		250.00
				VTP-017445	01-16-000-72652		1,250.00
				VTP-017445	60-00-000-72652		1,250.00
				VTP-017445	01-16-000-72652		625.00
				VTP-017445	60-00-000-72652	Total	625.00
						Total :	13,950.00
184893	11/15/2019	015058 FLEETPRIDE	39375254		AIR GOVERNOR		
					01-26-023-72540		25.90
						Total :	25.90
184894	11/15/2019	012941 FMP	50-2605928		CALIPER		
					01-26-023-72540		160.93
			52-440267		BRAKE PADS,ROTORS,DI	ESC PAD {	

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#### Voucher List Village of Tinley Park

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Voucher	Date Vendor	Invoice	PO #	Description/Account	Amount
184894	11/15/2019 012941 FMP	(Continued)			
				01-33-300-72540	233.89
		52-440419		OXYGEN SENSOR	
				01-17-205-72540	93.64
		52-440548		FAN AND MOTOR ASY	50.45
				01-17-205-72540	59.45
				Total :	547.91
184895	11/15/2019 015941 GAWRON, SEAN P	111119		PER DIEM MEALS/CRIM RELTD INT	
				01-17-220-72140	15.00
				Total :	15.00
184896	11/15/2019 004398 GEIGNER, APRIL	110719		PER DIEM:MEAL,MILEAGE FOIA & J	
101000		110710		01-17-205-72140	39.42
				Total :	39.42
					00.42
184897	11/15/2019 018650 GOMOLKA, WILLIAM	110819		REIM.EXP. VET'S COMM BREAKFAS	
				01-41-050-72220	80.77
				Total :	80.77
184898	11/15/2019 004438 GRAINGER	9338051080		TOILET BOWL CLEANER	
				01-26-025-73580	152.25
		9338804983		TAMPER RESISTANT HEX KEY SET	
				01-26-025-73410	34.04
		9340668673		GLOVES	
				01-26-024-73845	51.22
				01-26-023-73845	102.44
				60-00-000-73845	64.54
				63-00-000-73845	7.17
				64-00-000-73845	30.73
		9342300424		GLOVES,NECK GAITER	
				01-26-023-73845	165.50
				01-26-024-73845	82.76
				60-00-000-73845	104.27
				63-00-000-73845	11.58
		0040000		64-00-000-73845	49.65
		9342300432		GLOVES	

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Voucher	Date Vendor	Invoice	PO #	Description/Account	Amount
184898	11/15/2019 004438 GRAINGER	(Continued)			
		9345725973		01-26-023-73845 TAPE LABEL	43.32
				60-00-000-73110	97.56
				63-00-000-73110	10.84
				64-00-000-73110	46.46
				Total :	1,054.33
184899	11/15/2019 019255 GREAT CLIPS	Ref001384230		UB Refund Cst #00504991	
				60-00-000-20599	30.82
				Total :	30.82
184900	11/15/2019 018717 GRZESKOWIAK, MARI	E 110819		SHIRTS BROUGHT IN EMBROID RE	
				01-17-205-73610	110.00
				Total :	110.00
184901	11/15/2019 004955 ILCMA	1940		JOB AD COMPUTER TECHNICIAN	
				01-16-000-72446	50.00
		1942		JOB AD BUILDING OFFICIAL	
				01-33-300-72330	50.00
				Total :	100.00
184902	11/15/2019 015545 IMAGING SYSTEMS, IN	IC. SS191002903		<hr/> - ONBASE CSS FOR HR - PH/	
			VTP-017414	01-12-000-72790	185.00
				Total :	185.00
184903	11/15/2019 005022 ISAWWA	200047204		FITZPATRICK,HOWARD WATER/SE	
				60-00-000-72140	42.00
				63-00-000-72140	42.00
				64-00-000-72140	36.00
				Total :	120.00
184904	11/15/2019 015410 J.P. COOKE CO.	595317		STAMPER,REFILL	
				01-26-023-73110	28.14
				01-26-024-73110	14.07
				60-00-000-73110	17.73
				63-00-000-73110	1.97

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184904	11/15/2019	9 015410 J.P. COOKE CO.	(Continued)			
					64-00-000-73110	8.44
					Total :	70.35
184905	11/15/2019	9 005356 KROTSER, BRIAN	110819		PER DIEM: MEALS CIT TRNG CERT	
					01-17-220-72140	60.00
					Total :	60.00
184906	11/15/2019	9 019252 LABRIOLA, GREGORY	Ref001384227		UB Refund Cst #00466451; refund du	
					60-00-000-20599	169.54
					Total :	169.54
184907	11/15/2019	9 019201 LABRIOLA, MATTHEW	111119		REIM.EXP. CDL LIC	
					01-26-023-72860	51.13
					Total :	51.13
184908	11/15/2019	9 007100 M. E.SIMPSON COMPANY, INC	34265		LEAK LOCATOR SERV RIDGELAND	
					60-00-000-72513	895.00
			34266		LEAK LOCATOR 7551 175TH ST	
					60-00-000-72513	250.00
			34288		LEAK LOCATOR 17550 71ST CT	050.00
			34331		60-00-000-72513 LEAK LOCATOR 17320 OAK PARK A	250.00
			54551		60-00-000-72513	500.00
					Total :	1,895.00
184909	11/15/2019	9 017864 MAGNET FORENSICS USA, INC	SIN030729		RENEWAL SUBSCRIPTION COMPU	
101000	11110/2010		011000720	VTP-017475	01-17-225-72655	5,500.00
					Total :	5,500.00
184910	11/15/2019	9 013969 MAP AUTOMOTIVE OF CHICAGO	0 40-534378		CONTOUR BLADES	
					01-17-205-72540	199.50
			40-534379		FILTER ASY	
					01-26-023-72540	27.48
					01-26-024-72540	27.48
			40-534512		SW-W/CTRL	00.04
					01-17-205-72540	22.94

## VILLAGE OF TINLEY...

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184910	11/15/2019	013969 MAP AUTOMOTIVE OF CHICAGO	(Continued)			
			40-534633		ELEMENT ASY	
					01-17-205-72540	80.40
		40-534634	40-534634		SW-W/CTRL	
					01-17-205-72540	70.16
					Total :	427.96
184911	11/15/2019	012631 MASTER AUTO SUPPLY, LTD.	15030-79844		HI-TEMP GREASE	
					01-26-023-72540	10.99
					Total :	10.99
184912	11/15/2019	019249 MCCAULEY MECHANICAL	111119		REFUND OVERPAYMENT HVAC CO	
					01-14-000-79010	50.00
					Total :	50.00
184913	11/15/2019	006074 MENARDS	75050		STEP DESIGNER	
					01-26-025-73110	49.00
			75338		TIDE,FEBREEZE,PAIL	
					01-26-023-73870	28.63
				01-26-024-73870	14.31	
					60-00-000-73870	10.02
					63-00-000-73870	10.02
					64-00-000-73870	8.59
			75344		ABRASIVE BLASTING CRYSTAL	
					01-26-025-73870	7.49
			75357		JAB SAW	
					01-26-023-73410	20.97
			75359		METAL BOX, OUTLET, OUTLET PLAT	
					01-26-025-73410	72.10
			75392		PICTURE HAND STRIPS	0.00
			35000		01-26-025-73840	6.88
			75396		STEP LADDER,PAIL	140.00
			75400		01-26-023-73410 ODOD 51 MA COOL CLEAN	149.96
			75488		ODOR ELIM COOL CLEAN 60-00-000-73110	3.76
					63-00-000-73110	3.76 0.42
					64-00-000-73110	1.79
					0	1.79

## VILLAGE OF TINLEY...

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	Date Vendor	Invoice	PO #	Description/Account	Amount
184913	11/15/2019 006074 MENARDS	(Continued)			
		75517		WATER	00.40
		75737		01-19-000-72220 24" REACH SCRAPER SNOW BRUS	23.40
				01-33-300-73870	7.98
				Total :	415.32
184914	11/15/2019 012517 MERIDIAN IT INC	463247		NETWORKING AD HOC SERV	
				01-16-000-72650	555.00
		463471		<it> - ISE MIGRATION - LICENSING</it>	4 959 99
			VTP-017459	30-00-000-74129 <b>Total</b> :	1,352.00 <b>1,907.00</b>
					1,007.00
184915	11/15/2019 013855 MID-WEST SIGN SUPPLY CO.	0121700-IN		CORO-PLAST WHITE	000 50
				01-26-023-73830 Total :	220.50 <b>220.50</b>
					220.50
184916	11/15/2019 016256 MITTELMAN, JONATHAN	111219		PER DIEM LODG, MEALS FUEL/FOR	
				01-17-205-72140 <b>Total</b> :	766.57 <b>766.57</b>
				Iotai :	/00.5/
184917	11/15/2019 015761 MOKENA FIRE PROTECTION DIST.	174		PREV MAINT/SUPPLIES	
				01-19-000-72540	799.23
				Total :	799.23
184918	11/15/2019 017764 MONTANA & WELCH, LLC.	12264		ARS OF ILLINOIS BUSINESS LICEN	
				01-14-000-72876	1,560.00
				Total :	1,560.00
184919	11/15/2019 010810 MUNICIPAL SERV. CONSULTING INC	TPCN-10-19		CIMP OCT'19	
				30-00-000-75812	7,642.00
				60-00-000-75812	5,436.20
				63-00-000-75812 64-00-000-75812	5,436.20 4,659.60
				Total :	<b>23,174.00</b>
184920	11/15/2019 014443 MURPHY & MILLER, INC	MC00007032		PREV MAINT POST #1 PUMP HOUS	
101020		W000007002		60-00-000-72520	211.75

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184920	11/15/2019	) 014443 MURPHY & MILLER, INC	(Continued)			
			MC00007033		63-00-000-72520 PREV MAINT 18301 RIDGELAND W/	211.75
					60-00-000-72520	285.00
					63-00-000-72520	285.00
					Total :	993.50
184921	11/15/2019	018604 NAPA MONEE	151288		V-BELTS	
					01-26-023-72540	44.76
					60-00-000-72540	23.51
					63-00-000-72540 64-00-000-72540	7.83 13.43
					Total :	89.53
184922	11/15/2010	015723 NICOR	09977410001		ACCT#09-97-74-1000 1 7801 W 191	
104922	11/15/2018	013723 NICOR	09977410001		01-26-025-72511	263.13
					Total :	263.13
184923	11/15/2019	013034 NOTARY PUBLIC ASSOC.	110719		PAULA WAGENER 901759 NOTARY	
					01-12-000-72720	16.90
					Total :	16.90
184924	11/15/2019	001487 NUWAY DISPOSAL SERVICE INC	6762683		SWEEPINGS	
					01-26-023-72890	2,652.50
					Total :	2,652.50
184925	11/15/2019	006388 O'HERN, MICHAEL E.	2019-03		CRASH INVESTIGATIONS SEPT 4,9	
					01-17-205-72750	978.53
					Total :	978.53
184926	11/15/2019	010135 ONSITE COMMUNICATIONS USA, INC	C 49785		TWO-WAY RADIO AND ANTENNA P	
				VTP-017481	30-00-000-74232	487.00
					Total :	487.00
184927	11/15/2019	016869 OPTO SOLUTIONS INC	12284		RADIO	
				VTP-017450	60-00-000-72528	481.10
				VTP-017450	63-00-000-72528	466.95
					60-00-000-72528	3.33

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	466.95
	51.00
	49.50
	49.50
	3.23
	3.24
Total :	1,574.80
VES,FASTENE	
	11.09
	1.23
	5.28
RP	0.20
	12.78
	1.91
	7.86
	17.55
Total :	57.70
ACE (1) TIRE	
(.),	638.50
Total :	638.50
	27.30
	27.30
	27.30
	39.00
	78.00
	50.00
Total	<b>245.00</b>
Total :	245.00
HOES	
	S <b>Total :</b> PLACE (1) TIRE

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Voucher	Date	Vendo	r	Invoice	PO #	Description/Account	Amount
184931	11/15/2019	011523	QUINN, DANNY	(Continued)		01-26-025-73610 Total :	125.00 <b>125.00</b>
184932	11/15/2019	018454	R.C.WEGMAN CONSTRUCTION CO	6		CONSTRUCTION OF FIRE STATION 33-00-000-75907 Total :	575,197.00 <b>575,197.00</b>
184933	11/15/2019	014412	2 RAINS, SCOTT	111219		REIM EXP DOG FOOD/YAMBO 01-17-220-72240 Total :	54.99 <b>54.99</b>
184934	11/15/2019	006361	RAY O' HERRON CO INC	1962375-IN		ARMOR/FUGGER 01-17-220-74618 <b>Total</b> :	748.40 <b>748.40</b>
184935	11/15/2019	015230	RIDGE LANDSCAPE SERVICES LLC	6958 6965		LAWN MAINT 10/1-10/12/19 01-26-023-72881 LAWN MAINT OCT 13-31 2019 01-26-023-72881 Total :	15,557.56 15,557.56 <b>31,115.12</b>
184936	11/15/2019	006974	RINGHOFER, WILLIAM	111319		HEALTH INSURANCE REIM NOV 20 01-17-205-72435 Total :	601.70 <b>601.70</b>
184937	11/15/2019	012639	RMC JANITORIAL	1951		MNTHLY CLEANING TP STUDIO OC 01-41-046-72982 Total :	300.00 <b>300.00</b>
184938	11/15/2019	007049	RYDIN DECAL	364278		2020 COMMUTER PARKING 70-00-000-72310 Total :	1,466.94 <b>1,466.94</b>
184939	11/15/2019	013043	SITE DESIGN GROUP, LTD.	7482ph2-28 7698-48		PROJ#7482 LANDSCAPE MANAGEN 01-26-023-72847 PROJ#7698 NATURAL AREA MAINT 01-26-023-72847	1,587.50 3,662.50

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Voucher	Date Vendor		Invoice	PO #	Description/Account	Amount
184939	11/15/2019 013043	SITE DESIGN GROUP, LTD.	(Continued)			
			7946-30		PROJ#7946 MOWING 2017 9/22/19-	
					01-26-023-72847	2,992.50
			7954-23		PROJ#7954 PANDUIT LEGACY PON	
					16-00-000-75315	411.94
			7955-18		PROJ#7955 IRRIGATION MAINT 201	
					01-26-023-72847	67.50
			8081-21		PROJ#8081 DOWNTOWN PLANTEF	4 300 05
			0000 44		01-26-023-72847	1,706.25
			8322-14		PROJ#8322 FAIRFIELD GLEN REST	1 070 05
			8323-15		30-00-000-73681 PROJ#8323 APPLE POND DREDGIN	1,976.25
			0323-13		30-00-000-73681	2,275.00
			8498-10		PROJ#8498 SUBURBAN TREE CON	2,275.00
			0+30-10		01-26-023-72847	6,922.50
					Total :	21,601.94
184940	11/15/2010 007350	SOUTH SUB. MAYORS & MANAGERS	2019-504		EAP PREMIUM 11/1/19-4/30/20	
104940	11/13/2019 00/330	SOUTH SUB. MATORS & MANAGERS	2019-304		01-12-000-72447	6,373.20
					Total :	6,373.20
					Total :	0,373.20
184941	11/15/2019 019254	SPIETH & TONI RANDOLPH, MARY	Ref001384229		UB Refund Cst #00504492	
					60-00-000-20599	10.79
					Total :	10.79
184942	11/15/2019 007224	STANDARD EQUIPMENT COMPANY	P18399		FRONT CURTAIN	
101012	11/10/2010 00/224		1 10000		01-26-023-72530	51.10
					Total :	<b>51.10</b>
						01.10
184943	11/15/2019 007658	STATE TREASURER	58099		TRAFFIC SIGNAL MAINT	
					01-26-024-72775	1,563.76
					Total :	1,563.76
184944	11/15/2019 019253	STEPHENS, HARRY	Ref001384228		UB Refund Cst #00459829; refund du	
		-, -			60-00-000-20599	181.20
					Total :	181.20

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184945	11/15/2019	019227 STREET COP TRAINING LLC	12286-176-1-bfeb		RUSSELL BORROWDALE 11/15/19	
					01-17-220-72140	149.00
			12305-176-1-d028		MATTHEW ZYLKA 11/15/19 INTERDI	4.40,00
					01-17-220-72140 Total :	149.00 <b>298.00</b>
					Total .	290.00
184946	11/15/2019	007297 SUTTON FORD INC./FLEET SALES	493188		COVER & CONTAC	
					01-17-205-72540	165.18
			493287		PAN ASY, GASKET, SCREEN ASY	
					01-26-023-72540	78.38
			493348		BULB	404.40
			400000		01-17-205-72540	401.40
			493393		TUBE OIL FILLER,SEAL 01-26-023-72540	23.28
					Total :	668.24
					Total .	000.24
184947	11/15/2019	018607 TELCOM INNOVATIONS GROUP, LLC	A54351		LABOR CHARGE FOR BILLABLE RE	
					01-26-025-72777	32.50
					Total :	32.50
184948	11/15/2019	018264 THE LAKOTA GROUP, INC.	17030.04-13		HARMONY SQUARE 10/1/19-10/31/1	
					30-00-000-75905	27,116.88
					Total :	27,116.88
184949	11/15/2019	007886 THEODORE POLYGRAPH SERVICE	6842		POLYGRAPH EXAMS JANETTE MAF	
					01-41-040-72846	175.00
					Total :	175.00
184950	11/15/2019	013200 TRIBUNE PUBLISHING COMPANY	166164234		ACCT#166164234 SUBSCRIPTION	
					01-14-000-72720	130.00
					Total :	130.00
184951	11/15/2019	018250 VERIZON CONNECT NWF INC	OSV000001934896		GPS TRUCK TRACKERS CUST ID T	
					01-26-023-72790	322.15
					Total :	322.15
184952	11/15/2010	010165 WAREHOUSE DIRECT WORKPL SOL	TNS 4463364.0		WATER	
104302	11/15/2019	OTOTOS WAREHOUSE DIRECT WORRESOL	-1100 4400004-0		01-26-024-73115	55.92
					01 20-024-10110	55.92

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Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
184952	11/15/2019	010165 WAREHOUSE DIRECT WORKPL SOLTN	S (Continued)				
			( , ,		01-26-023-73115		111.84
					60-00-000-73115		78.29
					64-00-000-73115		33.55
			4474063-0		SPLENDA, COCOA		
					01-26-023-73115		37.85
					01-26-024-73115		18.92
					60-00-000-73115		26.50
					64-00-000-73115		11.35
			4474063-1		SPLENDA		
					60-00-000-73115		7.55
					64-00-000-73115		3.24
					01-26-023-73115		10.79
					01-26-024-73115		5.40
			4475229-0		SALT & PEPPER SETS		
					01-14-000-73115		16.86
			4478137-0		PAPER		
					01-17-205-73110		478.90
			4478167-0		SOAPS		
					01-26-025-73580		71.10
			4478170-0		DUSTER		
					01-26-024-73410		3.18
					01-26-023-73410		6.35
					60-00-000-73410		4.00
					63-00-000-73410		0.44
					64-00-000-73410		1.91
					Т	otal :	983.94
184953	11/15/2019	012034 WITMER PUBLIC SAFETY GROUP, INC	E1895736		GRAPHICS		
		, -			01-19-000-73410		47.50
						otal :	47.50
184954	11/15/2010	008390 WORKOWSKI, KEVIN	110819		REIM.EXP. SPWDA LUNCHEON		
104304	11/15/2019		110019		60-00-000-72170		2.80
							2.80 2.80
					63-00-000-72170 01 26 023 72170		
					01-26-023-72170		8.00
					64-00-000-72170		2.40

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Voucher	DateVendor	Invoice	PO #	Description/Account	Amount
184954	11/15/2019 008390 008390 WORKOWSKI, KEVIN	(Continued)		Total :	16.00
184955	11/15/2019 008636 ZETTLEMEIER'S BAKERY	111319		PUMPKIN SLICES	77 40
				01-41-056-72937 Total :	77.40 <b>77.40</b>
184956	11/15/2019 012976 ZYLKA, MATTHEW	111119		REIM. EXP WELLNESS CONF CON(	
				01-17-205-72170	300.00
		111219		PER DIEM MEALS INTERDICTION N	
				01-17-220-72140	15.00
		111219.		PER DIEM MEALS CRISIS INTERVE	
				01-17-220-72140	75.00
				Total :	390.00
9	3 Vouchers for bank code : apbank			Bank total :	756,944.45
9	6 Vouchers in this report			Total vouchers :	775,977.40

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

Date

\_\_\_\_\_Village Clerk

vchlist 11/22/2019	5:09:35AM		Voucher List Village of Tinley Park			1
Bank code :	ар_ру					
Voucher	Date Vendor	Invoice	PO #	Description/Account	A	mount
126232	11/22/2019 003127 BLUE CROSS BLUE SHIELD	PR120119		IL065LB000001212-0 HEALTH INS E 86-00-000-20430 <b>Total :</b>	1,7	778.00 <b>778.00</b>
126233	11/22/2019 004640 HEALTHCARE SERVICE CORPORAT	ION PR120119		A/C#271855-HEALTH INS-NOV PMT, 86-00-000-20430 <b>Total :</b>	12,3	398.77 <b>398.77</b>
2	Vouchers for bank code : ap_py			Bank total :	14,1	176.77

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Voucher	DateVendor	Invoice	PO #	Description/Account	Amount
184957	11/22/2019 005548 ACTION TARGETS	0437774-IN		TARGETS	
			VTP-017461	01-17-220-73760	306.60
				Total :	306.60
184958	11/22/2019 002734 AIR ONE EQUIPMENT, INC	148320		BOOTS	
				60-00-000-73610	165.77
				63-00-000-73610	31.57
				64-00-000-73610	84.58
				Total :	281.92
184959	11/22/2019 002856 AIRY'S, INC	23519		FORCE MAIN WORK VAROUS LOC/	
				61-00-000-75305	16,634.01
				Total :	16,634.01
184960	11/22/2019 011466 ALBERTSONS/SAFEWAY	431148-102219-3165		****030415 YOGURT	
				01-12-000-72170	55.28
		434409-103119-3165		****030410 DESSERTS	00.20
				01-41-056-72937	36.36
		662169-110119-3165		****030415 SODA,WATER	
				01-14-000-73115	30.81
		806832-110719-3165		****030415 SODA,WATER,K-CUPS	
				01-14-000-73115	3.00
				60-00-000-73115	2.10
				64-00-000-73115	0.90
				01-33-300-73115	3.00
				01-33-310-73115	3.00
				01-14-000-73115	60.90
				60-00-000-73115	16.78
				64-00-000-73115	7.19
				01-26-023-73115	23.97
				01-26-024-73115	11.98
				Total :	255.27
184961	11/22/2019 018781 ALTORFER INDUSTRIES INC	P50C1106316		SWITCH	
				01-26-023-72530	134.61
				Total :	134.61

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Voucher	Date Vendor	Invoice	PO #	Description/Account	Amount
184962	11/22/2019 013749 AMERICAN COMPUTER &	27643		SOFTWARE 01-26-023-72513 01-26-024-72513 60-00-000-72513 63-00-000-72513 64-00-000-72513 Total :	118.75 118.75 124.69 41.56 71.25 <b>475.00</b>
184963	11/22/2019 002456 AMERICAN PLANNING ASSOCIATION	054379-19106		APA, AICP MEMBERSHIP ILLINOIS ( 01-33-310-72720 Total :	490.00 <b>490.00</b>
184964	11/22/2019 002628 AMERICAN WATER	4000180806		FLAT MONTHLY FEE 64-00-000-73225 <b>Total :</b>	455.67 <b>455.67</b>
184965	11/22/2019 017251 ANICHINI, MICHELLE	112019		REIM. EXP.MILEAGE 364 @ .58,ME/ 01-21-210-72170 Total :	291.75 <b>291.75</b>
184966	11/22/2019 002537 AURELIO'S PIZZA	6		PIZZA,SODA 01-21-000-72220 <b>Total</b> :	25.95 <b>25.95</b>
184967	11/22/2019 002974 BETTENHAUSEN CONSTRUCTION SE			HAULING LEAVES/SWEEPINGS 01-26-023-72890	800.00
		190172 190173		HAULING LEAVES/SWEEPINGS 01-26-023-72890 HAULING LEAVES/SWEEPINGS	800.00
		190174 190176		01-26-023-72890 HAULING STONES 01-26-023-73860 70-00-000-73860 60-00-000-73860 63-00-000-73860 64-00-000-73860 HAULING LEAVES/SWEEPINGS	650.00 30.00 10.00 37.80 4.20 18.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184967	11/22/2019	002974 BETTENHAUSEN CONSTRUCTION	SERV (Continued)			
					01-26-023-72890	150.00
			190177		HAULING STONES	
					01-26-023-73860	135.00
					70-00-000-73860	45.00
					60-00-000-73860	170.10
					63-00-000-73860	18.90
					64-00-000-73860	81.00
			190178		HAULING BROKEN ASPHALT, SPOIL	
					01-26-023-72890	225.00
					60-00-000-73681	330.75
					63-00-000-73681	36.75
					64-00-000-73681	157.50
			190179		HAULING STONES	
					01-26-023-73860	45.00
					70-00-000-73860	15.00
					60-00-000-73860	56.70
					63-00-000-73860	6.30
					64-00-000-73860	27.00
			190180		HAULING SPOILS	
					01-26-023-72890	225.00
					60-00-000-73681	330.75
					63-00-000-73681	36.75
					64-00-000-73681	157.50
					Total :	4,600.00
184968	11/22/2019	003127 BLUE CROSS BLUE SHIELD	AP120119		IL065LB000001212-0 HEALTH INS E	
					01-26-023-72435	166.00
					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
					50 00 000 12 000	10.02

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184968	11/22/2019 003127 BLUE CROSS BLUE SHIELD	(Continued)			
				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
				64-00-000-72435	25.20
				60-00-000-72435	52.63
				63-00-000-72435	10.02
				64-00-000-72435	26.85
				Total :	1,527.00
184969	11/22/2019 012907 BORROWDALE, RUSSELL	111419		PER DIEM: MEAL ADV SEARCH & S	
				01-17-220-72140	15.00
				Total :	15.00
184970	11/22/2019 003013 BROWNELLS, INC.	18198331.01		RANGE SUPPLIES	
101010			VTP-017443	01-17-220-73760	271.11
			VII -017 ++3	Total :	271.11
404074					
184971	11/22/2019 003337 CALIBRE PRESS INC.	76593		KYLE STAMBAUGH/LEGALLY JUSTI	
				01-17-220-72140	179.00
				Total :	179.00
184972	11/22/2019 014148 CALL ONE	1210676-1128114		VILLAGE LANDLINE PHONE SERV	
				01-19-000-72120	1,716.02
				60-00-000-72120	2,639.23
				63-00-000-72120	293.25
				64-00-000-72120	1,256.77
				01-17-205-72120	1,356.00
				01-14-000-72120	784.00
				01-11-000-72120	13.87

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184972	11/22/2019	014148 CALL ONE	(Continued)			
			( , , , , , , , , , , , , , , , , , , ,		01-12-000-72120	31.89
					01-17-205-72120	31.89
					01-19-000-72120	6.95
					01-26-023-72120	8.34
					01-26-024-72120	8.34
					01-33-310-72120	8.34
					01-33-320-72120	8.34
					60-00-000-72120	20.74
					01-14-000-72120	93.06
					01-15-000-72120	16.87
					01-17-205-72120	55.67
					01-19-000-72120	24.88
					01-19-020-72120	8.40
					01-26-023-72120	10.97
					01-26-024-72120	10.97
					01-33-300-72120	16.87
					01-33-310-72120	16.87
					01-33-320-72120	10.97
					01-35-000-72120	10.97
					01-53-000-72120	5.84
					60-00-000-72120	35.34
					63-00-000-72120	3.91
					64-00-000-72120	16.92
					01-12-000-72120	27.83
					Total :	8,550.31
184973	11/22/2019	011929 CAPITAL ONE BANK (USA), N.A.	101019		**** 6452 CREDIT FLORAL	
					01-35-000-72954	-13.98
			101119		**** 6452 IMTI CONF CHRIS FRANKI	
					01-15-000-72170	410.00
			101519		**** 6452 FB PROMOTIONS	
					01-35-000-72653	34.98
			101819		**** 6452 DRIVING RECORD	
					01-53-000-72310	13.00
			101819		**** 6452 GIFT CARDS	
					01-41-056-72937	200.00

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184973	11/22/201	9 011929 CAPITAL ONE BANK (USA), N.A.	(Continued)			
			102019		**** 6452 LODGING HANNAH LIPMA	
					01-12-000-72170	385.13
			102219		**** 6452 IMTI CONF BRAD BETTEN	
					01-15-000-72170	235.00
			102219		**** 6452 GIFT CARDS & SCENE PR	
					01-35-000-72923	195.00
			102419		**** 6452 DRIVING RECORD	
					01-53-000-72310	13.00
			102419		**** 6452 LODGING HANNAH LIPMA	
					01-12-000-72170	824.63
			103019		**** 6452 DIGITAL ONLINE SUBSCR	0200
					01-35-000-72720	15.96
			103019		**** 6452 COSTUME	
			100010		01-35-000-72954	189.99
			10574		**** 6452 REGIST 10/26-10/29/19 MA	100100
					01-17-205-72170	425.00
			110519		**** 6452 GIFT CARD	120.00
			110010		01-35-000-72954	50.00
			110819		**** 6452 JOB AD BUILDING OFFICI	00.00
			110010		01-33-300-72330	280.00
			111-1061444-670982	21	**** 6452 CHARGER PHONE SPEAK	200.00
					01-14-000-73110	49.98
			111-5821661-365786	32	**** 6452 DIGITAL VOICE RECORDE	10.00
					01-13-000-73110	141.00
			112-4495021-25242 <sup>2</sup>	14	**** 6452 AUDIO ADAPTER	111.00
			112 4400021 20242	17	01-35-000-72530	13.98
			113-0795908-041942	23	**** 6452 GPS RECEIVER	10.00
				-0	01-16-000-74128	26.31
			113-4130796-637862	20	**** 6452 IECC ENGERY CONSERV	20.01
				-0	01-33-300-73590	135.18
			113-6264074-501065	55	**** 6452 MEAT THERMOMETER	100.10
			113-0204074-301003	55	01-33-300-73870	39.90
			1494056		**** 6452 BACKFLOW PREV SYMPC	59.90
			1434000		01-33-300-72170	115.00
			30115969		**** 6452 WRAP TRAY & SALAD	115.00
			00110909		0432 WRAF TRAT & SALAD 01-12-000-72170	106.99
					01-12-000-12110	100.99

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184973	11/22/201	9 011929 CAPITAL ONE BANK (USA), N.A.	(Continued)			
			34789247		**** 6452 STICK FLAGS	
					01-35-000-72954	139.85
			35001385		**** 6452 SUBSCRIPTION	
					01-35-000-72720	384.00
			474795364		**** 6452 CLICK N SHIP	
					01-13-000-72110	8.00
			533		NVG USER MIKE HARMON	
					01-17-220-72140	450.00
			5633		**** 6452 SENIOR BUS JOB AD	
					01-42-000-72446	114.00
			62195		**** 6452 WHITE FENCE FARM	
					01-41-056-72937	627.27
			644110		**** 6452 REGIST BRAD BETTENHA	
					01-15-000-72170	134.00
			6499558		**** 6452 SENIOR BUS DRIVER AD	
					01-42-000-72446	460.00
			6505649		**** 6452 COMPUTER TECH AD	
					01-16-000-72446	460.00
			83433		**** 6452 PROF DEV EVENT NIEME`	
					01-12-000-72170	120.00
			936145298		**** 6452 10 IMAGES A MONTH	
					01-35-000-72985	29.99
			96866		**** 6452 FRESH ARRANGEMENT	
					01-11-000-73110	60.00
			R45442314		**** 6452 JOB AD BULIDING OFFICI/	
					01-33-300-72330	299.00
					Total :	7,172.16
184974	11/22/201	9 003396 CASE LOTS INC	665		TOILET PAPER	
					01-26-025-73580	199.60
					Total :	199.60
184975	11/22/201	9 003243 CDW GOVERNMENT INC	VQF2748		CAR CHARGER	
		· · · · · · · · · · · · · · · · · · ·			01-26-025-73410	16.10
			VQQ9732		MOBILE PRINTERS COM DEV	10.10
					01-16-000-74128	193.99

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184975	11/22/2019 003243	003243 CDW GOVERNMENT INC	(Continued)		Total :	210.09
184976	11/22/2019 003229	CED/EFENGEE	5025-528794		DATA CABLE	
					01-26-025-73570	255.62
			5025-528825		FUSE 60-00-000-72528	26.80
					63-00-000-72528	26.81
					Total :	309.23
184977	11/22/2019 015199	CHICAGO PARTS & SOUNDS LLC	2-0000484		DOCKSTN PAN	
					01-17-205-72540	579.00
			2J0001753		CONTROLMDL, CABLE OUTPUT PAP	
			0.10004754		01-17-205-72540	379.50
			2J0001754		DOCKST PAN 01-17-205-72540	629.00
			2J0001775		ANTENNA, BRASS MNT	023.00
					01-17-205-72540	124.50
					Total :	1,712.00
184978	11/22/2019 003137	CHRISTOPHER B.BURKE ENGINEERNG	154440		01.R160373.00007 POST#4 ST IMPF	
					61-00-000-75320	4,689.45
			154441		01.R160373.00002 INTERIM VLG EN	000.00
					01-26-023-72840 64-00-000-72840	693.00 3,319.80
			154444		01.R160373.00013 RIDGELND SANI	3,319.00
					61-00-000-75305	2,874.90
					16-00-000-75305	3,039.18
			154445		18-00-000-75305	2,299.92
			154445	VTP-017392	ENGINEERING SERVICES FOR BOU 27-00-000-75300	5,190.00
			154446	VII 01/002	01.R160373.C0014 POST #7 FORCE	0,100.00
					61-00-000-75305	5,237.82
					Total :	27,344.07
184979	11/22/2019 014645	CHRISTY WEBBER LANDSCAPES	71025		ONGOING MAINTENANCE SERVICE	
					01-26-023-72881	19,670.03
					Total :	19,670.03

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184980	11/22/2019	0 017298 COMCAST BUSINESS	90759285			
					01-14-000-72125	1,145.05
					Total :	1,145.05
184981	11/22/2019	012057 COMCAST CABLE	8771401810028977		ACCT#8771401810028977 11/19/19-	
					01-26-025-72517	39.69
					Total :	39.69
184982	11/22/2019	013878 COMED - COMMONWEALTH EDISON	0385181000		ACCT#0385181000 METRA STN 180	
					01-26-025-72510	2,619.12
			0385440022		ACCT#0385440022 SS BROOKSIDE	_,
					64-00-000-72510	535.20
			0421064066		ACCT#0421064066 0 LAPORTE RD	
					64-00-000-72510	94.43
			0471006425		ACCT#0471006425 LITE CONTROLI	
					01-26-024-72510	61.73
			0637059039		ACCT#0637059039 7950 W TIMBER	
					64-00-000-72510	193.91
			2922039023		ACCT#2922039023 LITE ST LT CON	
					01-26-024-72510	17.58
			4803158058		ACCT#4803158058 0 RIDGELND LN	
					64-00-000-72510	132.37
			4943163008		ACCT#4943163008 METRA INFO SI	
					70-00-000-72510	22.61
			5437131000		ACCT#5437131000 7980 W 183RD	
					01-26-025-72510	220.91
			5983017013		ACCT#5983017013 WATER MONITF	
					63-00-000-72510	57.63
					Total :	3,955.49
184983	11/22/2019	018311 CONNECTION	57258870		TABLET CASE	
					01-16-000-74128	66.60
			57272692		<var> - REPLCMNT TONER - HR/FI</var>	
				VTP-017474	01-12-000-73110	174.37
				VTP-017474	01-15-000-73110	174.37
				VTP-017474	01-21-210-73110	676.99

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184983	11/22/2019 018311 018311 CONNECTION	(Continued)		Total :	1,092.33
184984	11/22/2019 012522 CONNEY SAFETY PRODUCTS, LLC	05777155		VESTS	
	· · · · · · · · · · · · · · · · · · ·			01-26-024-73845	39.19
				01-26-023-73845	78.38
				60-00-000-73845	49.38
				63-00-000-73845	5.49
				64-00-000-73845	23.51
		05783384		SAFETY GLASSES	
				01-26-024-73845	34.84
				01-26-023-73845	69.68
				60-00-000-73845	43.90
				63-00-000-73845	4.88
				64-00-000-73845	20.90
				Total :	370.15
184985	11/22/2019 012410 CONSERV FS, INC.	66032983		D-HANDLE	
				60-00-000-73410	51.79
				64-00-000-73410	24.66
				63-00-000-73410	5.75
		66033105		POWERMELT	
				01-26-023-73810	1,568.00
				Total :	1,650.20
184986	11/22/2019 012826 CONSTELLATION NEWENERGY, INC.	16154080901		ACCT#8368394 UTIL #4384028017 1	
				01-26-024-72510	105.10
				Total :	105.10
184987	11/22/2019 010846 COOK COUNTY CLERK	832335		NOTARY DEBORAH LYNN THIRSTR	
				01-33-000-72720	10.00
				Total :	10.00
184988	11/22/2019 018234 CORE & MAIN LP	L505963		CPLG,HR OD	
				60-00-000-73630	372.71
				63-00-000-73630	41.41
				64-00-000-73630	177.48
				Total :	591.60

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Voucher	DateVendor	Invoice	PO #	Description/Account	Amount
184989	11/22/2019 003782 D & B POWER ASSOCIATES INC.	031437	VTP-017484	<pre></pre> <it> - MAINT RENEWAL - PS BLDG 01-16-000-72756 Total :</it>	3,641.00 <b>3,641.00</b>
184990	11/22/2019 003816 D & H LAWN IRRIGATION INC.	00147158		REPAIR RPZ PROT LINE,CHECK VA 60-00-000-72790 Total :	990.00 <b>990.00</b>
184991	11/22/2019 015554 DALEY-MOMMSEN ENTERPRISES	101519		BOX OF JOE,MUNCHKINS 01-17-205-72220 Total :	41.99 <b>41.99</b>
184992	11/22/2019 016307 DAVISSON, ROGER	111419		PER DIEM: MEAL ADV SEARCH & S 01-17-220-72140 <b>Total :</b>	15.00 <b>15.00</b>
184993	11/22/2019 004152 ECOLAB PEST ELIMINATION INC.	1196824 2620164		GLUEBOARD REPEATER 01-26-025-72790 PEST CONTROL VILLAGE HALL 01-26-025-72790 <b>Total :</b>	63.75 185.00 <b>248.75</b>
184994	11/22/2019 016603 ERICKSON, JOHN E.	111819		16355 IRONWOOD DR COST SHAR 01-26-023-75200 <b>Total :</b>	460.00 <b>460.00</b>
184995	11/22/2019 004019 EVON'S TROPHIES & AWARDS	102919		POLOS W/LOGO 01-41-056-73110 <b>Total</b> :	51.96 <b>51.96</b>
184996	11/22/2019 018480 FARNSWORTH GROUP	211143		0170121.17 LENNY'S FOOD N FUEL 01-33-310-72847 <b>Total :</b>	660.00 <b>660.00</b>
184997	11/22/2019 018691 FGM ARCHITECTS	18-2533.01-13		FIRE ST #47 9/28/19-10/25/19 33-00-000-75907 Total :	2,700.00 <b>2,700.00</b>

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184998	11/22/2019 012291 FITZPATRICK,	JOSEPH	111519		REIM.EXP. MEAL	
					60-00-000-72220	3.32
					63-00-000-72220	3.32
					64-00-000-72220	2.84
			111519.		REIM. EXP. TRAIN FARE	
					60-00-000-73870	2.71
					63-00-000-73870	2.71
					64-00-000-73870	2.33
					Total	17.23
184999	11/22/2019 012941 FMP		52-439645		CREDIT NATURAL COLORED, MULT	
					01-19-000-72540	-53.73
			52-440398		CREDIT BATTERY CORE	
					01-19-000-72540	-36.75
			52-440491		MOTOR MOUNT	
					01-21-000-72540	105.44
			52-440902		HEATED OXYGEN	
					01-21-000-72540	44.31
			52-441294		HEATER CORE	
					01-17-205-72540	30.56
			52-441308		BRAKE PADS	
					01-26-023-72540	36.31
			55-653527		DEL 78PS	
					01-19-020-72540	213.42
					Total	339.56
185000	11/22/2019 011611 FOX VALLEY FI	RE & SAFETY CO.	IN00311191		FIRE ALARM CALL AND FUEL SURC	
					01-26-025-72530	469.00
					Total	
185001	11/22/2019 004346 FRAME TECH,	INC.	36388		WHEEL ALIGN 15A	
					01-17-205-72540	65.00
					Total	
185002	11/22/2019 015372 GIS CONSORT	IUM	570		<gis> - GISC SHARED INITIATIVES</gis>	
-			-	VTP-017502	01-16-000-72652	3,000.00
				VTP-017502	60-00-000-72652	1,890.00
				111 011 002		1,000.00

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
185002	11/22/2019	015372	GIS CONSORTIUM	(Continued)			
					VTP-017502	63-00-000-72652	210.00
					VTP-017502	64-00-000-72652	900.00
						Total :	6,000.00
185003	11/22/2019	004538	GOLDY LOCKS	676703		SINGLE CUT DUPLICATE KEY	
						01-19-000-73870	17.70
						Total :	17.70
185004	11/22/2019	019260	GONSOWSKI, LAURA	111419		REFUND PARKING PLACARD NO L(	
						70-00-000-79000	45.00
						Total :	45.00
185005	11/22/2019	015397	GOVTEMPSUSA LLC	2910023		11/3/19 & 11/10/19 PAULA WALLRI(	
						01-33-310-72750	6,489.78
						Total :	6,489.78
185006	11/22/2019	011506	GRABS, WILLIAM	111419		PER DIEM:MEALS CIT TRNG NEMR	
						01-17-220-72140	75.00
						Total :	75.00
185007	11/22/2019	004438	GRAINGER	9319727484		COLLARED COVERALL ELASTIC W	
						60-00-000-73845	57.29
						63-00-000-73845	6.37
						64-00-000-73845	27.28
				9342234243		DRUM DOLLY	
				0240020440		01-26-023-73410	257.13
				9342630119		CABLE STAPLES 01-21-000-72530	5.12
				9343090107		CABLE CLAMP	5.12
				9545090107		01-21-000-72530	1.07
				9344172383		TAGS, RINGS, KEY BOX, CLAMPS, CC	1.01
						01-21-000-72530	218.19
				9345538236		DISPOSBLE GLOVES	
						01-26-024-73845	6.90
						01-26-023-73845	13.80
						63-00-000-73845	0.97

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185007	11/22/201	9 004438 GRAINGER	(Continued)			
					64-00-000-73845	4.14
					60-00-000-73845	8.69
			9348963217		KNIT NECK GAITER	
					01-26-023-73845	45.24
					01-26-024-73845	22.62
					60-00-000-73845	28.50
					63-00-000-73845	3.17
					64-00-000-73845	13.57
			9349309683		LABEL IT TAG, KEY BOX	
					01-17-205-73600	135.45
					Total :	855.50
185008	11/22/201	9 019266 HAPPY FEET MASSAGE	Ref001384556		UB Refund Cst #00507606	
					60-00-000-20599	10.16
					Total :	10.16
185009	11/22/201	9 004640 HEALTHCARE SERVICE CORPORATIO	N AP120119		A/C#271855-HEALTH INS EXPENSE	
					01-26-023-72435	378.00
					01-21-210-72435	295.25
					01-26-025-72435	189.00
					60-00-000-72435	111.14
					63-00-000-72435	21.17
					64-00-000-72435	56.69
					01-26-025-72435	775.80
					01-26-023-72435	1,278.62
					01-33-300-72435	378.00
					01-26-023-72435	378.00
					01-26-024-72435	900.62
					60-00-000-72430	0.09
					Total :	4,762.38
185010	11/22/201	9 011032 HUB INTERNATIONAL MIDWEST LTD.	1655428		KEITH A SULLIVAN NOTARY BOND	
					01-17-205-72720	20.00
					Total :	20.00
185011	11/22/201	9 010789 HUMENIK, ANMARIE	111619		REIM. EXP. EMBROID ON WORK SI	

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0 Total : MICHAEL CHAMBER 0 Total : 5 5 Total : 1 MICHAEL CHAMBE 0 Total :	66.00 66.00 120.00 120.00 774.00 774.00 125.00 125.00
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Total	125.00
TOTAL :	120.00
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0	10.00
Total :	10.00
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6	59.00
	59.00
	59.00
	504.00
	521.00
	1,936.00
Total :	<b>2,634.00</b>
071 MEMBERSHIP	
	240.00
Total :	240.00
0	121.59
3	83.88
200 200 200 200 200 200 200 200 200 200	NS 66 166 166 166 166 166 166 1071 MEMBERSHIP 20

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Voucher	Date Vendor	Invoice	PO #	Description/Account	Amount
185018	11/22/2019 005186 INTERSTATE BATTERY SYSTEM	(Continued)			
				60-00-000-72528	125.82
		33638840		BATTERIES 01-17-205-72540	71.85
		58005331		BATTERY	71.00
		0000001		01-17-205-72540	135.95
				Total :	539.09
185019	11/22/2019 004875 IRMA	SALES0017905		OCT'19 DEDUCTIBLE	
				01-14-000-72541	27,488.80
				60-00-000-72541	224.14
				64-00-000-72541	96.06
				70-00-000-72541	2,760.00
				Total :	30,569.00
185020	11/22/2019 005022 ISAWWA	200047206		REGIST: KEN HOWARD SCADA 201	
				60-00-000-72140	21.00
				63-00-000-72140	21.00
				64-00-000-72140	18.00
				Total :	60.00
185021	11/22/2019 005251 J AND R SALES AND SERVICE INC.	0330216		HANDLE CHAINSAW, CHAIN RAPID	
				01-26-023-73410	402.12
				Total :	402.12
185022	11/22/2019 012062 JOHN DEERE COMPANY	116756939		NEW JOHN DEERE HPX615E GATO	
			VTP-017379	30-00-000-74236	12,041.59
				Total :	12,041.59
185023	11/22/2019 019258 KOSCHE, WILLIAM	111819		16218 EVERDON DRIVE COST SHA	
				01-26-023-75200	345.00
				Total :	345.00
185024	11/22/2019 014190 LEHIGH HANSON	5782536		016CA07 BED/BACKFILL	
				60-00-000-73860	319.40
				63-00-000-73860	35.49
				64-00-000-73860	152.09

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Voucher	DateVendor	Invoice	PO #	Description/Account	Amount
185024	11/22/2019 014190 LEHIGH HANSON	(Continued)			
				01-26-023-73860	253.49
				70-00-000-73860 <b>Total</b> :	84.50 <b>844.97</b>
				Total .	044.97
185025	11/22/2019 005546 LODE, GENE	111519		REIM.EXP MILEAGE 223 @ .58 BLO	
				01-33-300-72130	129.34
				Total :	129.34
185026	11/22/2019 013059 MAIOLO, DENISE	112019		BAKERY ITEMS	
	,			01-41-040-72220	12.36
				Total :	12.36
185027	11/22/2019 005644 MARTIN IMPLEMENT	P24279		REPLACEMENT DOOR ASSEMBLY	
			VTP-017446	01-26-023-72530	1,085.05
			VTP-017446	60-00-000-72530	1,025.37
			VTP-017446	63-00-000-72530	113.93
			VTP-017446	64-00-000-72530	488.28
		P24367		PAINT	
				60-00-000-72530	6.77
				63-00-000-72530	2.26
				64-00-000-72520	3.87
				Total :	2,725.53
185028	11/22/2019 019265 MARTIN WHALEN OFFICE SOLUTIONS	DNS Ref001384555		UB Refund Cst #00455815	
				60-00-000-20599	337.55
				Total :	337.55
185029	11/22/2019 012631 MASTER AUTO SUPPLY, LTD.	UTO SUPPLY, LTD. 15030-79688		BLOCK HEATER	
				01-19-020-72540	31.99
		15030-79868		OXYGEN SENSOR	
				01-21-000-72540	89.36
		15030-80174		TRANS FILTER	
		45000 00044		01-19-000-72540	31.16
		15030-80341		TIE RODS 01-17-205-72540	69.32
		15030-80382		MINI BULB	09.32
		10000 00002			

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185029	11/22/2019	012631 MASTER AUTO SUPPLY, LTD.	(Continued)			
			· · · ·		01-17-205-72540	53.98
			15030-80496		SWAY BAR LINK KIT	
					01-17-205-72540	105.74
					Total :	381.55
185030	11/22/2019	006074 MENARDS	75556		WIRES, WASHERS	
					01-21-000-72530	62.48
			75776		WORKING HANDS	02.1.0
					60-00-000-73410	4.08
					63-00-000-73410	0.45
				64-00-000-73410	1.94	
			75781		GLOVES,CANDY	
					01-26-025-73580	34.86
					01-14-000-73115	13.98
			75889		PAPER TOWELS, MOP HEAD, SPRA	
				01-26-025-73580	64.27	
		75890		TITEBOND		
					01-26-025-73410	19.98
			75894		EXT WAND, TOLL, BRUSH, VELCRO, I	
			01-26-025-73580	73.06		
		75914		TOOL BAG, SAFETY GLASSES		
				01-19-000-73410	69.89	
			75972		TAPE, BLUE RING, PAN, PARTS	
					01-21-000-72530	29.83
			76143		3M	
					01-21-000-72530	32.99
					Total :	407.81
185031	11/22/2019	018341 MESIROW INSURANCE SERVICES, INC	1217840		1/1/20-1/1/21 CYBER LIABILITY POL	
					01-14-000-72421	14,190.00
					Total :	14,190.00
185032	11/22/2019	016756 MORRISON ASSOCIATES, LTD.	2019:0358		2020 WESTERN SUBURB CITY MAN	
					01-12-000-72720	1,500.00
					Total :	1,500.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185033	11/22/2019	005664 MORTON SALT INC	5401959895		ROAD SALT FOR 2019/2020 WINTE	
				VTP-017494	01-26-023-73810	16,896.30
					Total :	16,896.30
185034	11/22/2019	017651 MSC INDUSTRIAL SUPPLY CO.	3438750001		HOSE,SWIVEL,KRIMP,COUPLERS	
					01-26-023-72530	497.49
			3438751001		BRAKE CLNR, DRILL BITS, SPRYPN1	
					01-26-023-72540	419.99
					Total :	917.48
185035	11/22/2019	012301 MVP FIRE SYSTEMS, INC	12184		TRAIN STATION 6720 SOUTH ST FIF	
					01-26-025-72790	500.00
					Total :	500.00
185036	11/22/2019	018552 NAPA AUTO PARTS	3466-830030		V BELT	
					01-26-023-72540	61.56
					60-00-000-72540	32.32
					63-00-000-72540	10.77
					64-00-000-72540	18.47
					Total :	123.12
185037	11/22/2019	018604 NAPA MONEE	151391		ALARM	
					01-26-023-73845	74.76
					Total :	74.76
185038	11/22/2019	015723 NICOR	33079168366		ACCT#33-07-91-6836 6 9322 LAPOF	
					64-00-000-72511	38.47
			49924710004		ACCT#49-92-47-1000 4 9191 W 175	
					01-26-025-72511	253.20
			64423710009		ACCT#64-42-37-1000 9 6825 173RD	
					01-26-025-72511	758.96
			81423710003		ACCT#81-42-37-1000 3 17375 69TH	
					01-26-025-72511	79.61
					Total :	1,130.24
185039	11/22/2019	013224 NORTHWESTERN UNIVERSITY	13921.		CANCELATION FEE	
					01-17-220-72140	295.00
185039	11/22/2019	013224 NORTHWESTERN UNIVERSITY	13921.			

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185039	11/22/2019	013224 NORTHWESTERN UNIVERSITY	(Continued)			
			13935.		CANCELLATION FEE	
					01-17-220-72140	295.00
					Total :	590.00
185040	11/22/2019	001487 NUWAY DISPOSAL SERVICE INC	6781364		EXCHANGE-HAUL, DUMP CHARGES	
					01-26-023-72890	394.15
			6781691		SWEEPINGS	
					01-26-023-72890	2,208.00
			6782805		SWEEPINGS	
					01-26-023-72890	1,716.45
			6783167		SWEEPINGS	
			0700707		01-26-023-72890	1,061.50
			6783797		SWEEPINGS	040 50
					01-26-023-72890	246.50
					Total :	5,626.60
185041	11/22/2019	010135 ONSITE COMMUNICATIONS USA, INC	49818		POLICE & COMMANDERS RADIOS	
				VTP-017506	30-00-000-74220	3,254.00
					Total :	3,254.00
185042	11/22/2019	006475 PARK ACE HARDWARE	062315/1		MISC. STATION SUPPLIES	
				VTP-017498	01-19-000-73580	625.98
				VTP-017498	01-19-000-72220	231.02
				VTP-017498	01-19-000-73410	112.37
			062326/1		#8813 SILICONE ADHSV, FASTENE	
					01-21-000-72530	14.73
			062339/1		TORCH KIT PRO	a= = /
					60-00-000-73410	27.71
					63-00-000-73410	3.08
			000040/4		64-00-000-73410 #20142 DUCT TAPE	13.20
			062346/1		#89143 DUCT TAPE 01-26-025-72520	16.77
			062384/1		#891432 STOP NUT,HOUSE NUMBE	10.77
			002304/1		01-26-023-73840	34.29
			062387/1		#891433 HARDWARE	57.25
			00200111		01-26-025-73840	1.43
					01-20-020-73040	1.4

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185042	11/22/2019	006475 PARK ACE HARDWARE	(Continued)			
			062390/1		#891432 SOCKET	
					01-26-023-73410	8.94
			062399/1		#89143 CHAIN	
					01-26-025-73840	9.57
					Total :	1,099.09
185043	11/22/2019	017268 PETERSON JOHNSON & MURRAY	130089		LEGAL SERVICES VILLAGE OF TINI	
					01-14-000-72850	7,080.00
			130135		LEGAL SERVICES JABER OMAR ON	
					60-00-000-72850	1,170.00
			130147		LEGAL SERVICES TINLEY PARK GE	
					01-14-000-72850	23,082.50
			130148		LEGAL SERVICES FOIA	
					01-14-000-72850	3,841.00
			130149		LEGAL SERVICES NEW BREMEN T	
					27-00-000-72850	350.00
			130150		LEGAL SERVICES RUDSINSKI V VIL	
					60-00-000-72850	1,927.50
			130151		LEGAL SERVICES TINLEY PARK 20	
					01-14-000-72850	52.50
			130154		LEGAL SERVICES EBERHARDT STI	
					01-14-000-72850	312.00
					Total :	37,815.50
185044	11/22/2019	006507 POSTMASTER, U. S. POST OFFICE	111819		STAMPS	
					01-19-020-72110	110.00
					Total :	110.00
185045	11/22/2019	006507 POSTMASTER, U.S. POST OFFICE	111819.		STAMPS	
					01-19-000-72110	110.00
					Total :	110.00
185046	11/22/2019	013587 PROSHRED SECURITY	100139418		SHREDDING	
					01-17-205-72750	160.00
					Total :	160.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185047	11/22/2019	006856 QUALIFICATION TARGETS, INC.	21903201		RANGE SUPPLIES	
				VTP-017465	01-17-220-73760	344.34
					Total :	344.34
185048	11/22/2019	014806 R & P CARRIAGES	30278		ALUM MOD WHEEL TIRE AND WHE	
					01-19-020-72530	175.00
					Total :	175.00
185049	11/22/2019	015230 RIDGE LANDSCAPE SERVICES LLC	7024		LAWN MAINT 11/1-11/9/19	
					01-26-023-72881	7,778.78
					Total :	7,778.78
185050	11/22/2019	013234 ROMEOVILLE FIRE ACADEMY	2019-730		GARREN - FAE CLASS	
				VTP-017426	01-19-000-72145	450.00
					Total :	450.00
185051	11/22/2019	006922 RUBINO'S ITALIAN IMPORTS	160		DELI ITEMS	
					01-21-000-72220	33.81
					Total :	33.81
185052	11/22/2019	007316 SALINA'S PASTA & PIZZA INC	111119		RENTAL OF TENT, SIDES, AND CHA	
				VTP-017478	01-35-000-72954	3,584.00
					Total :	3,584.00
185053	11/22/2019	007629 SAM'S CLUB DIRECT	2158		WATER	
					01-21-000-72220	6.72
			2813		CONF SUPPLIES	
					60-00-000-73115	41.17
					64-00-000-73115 01-26-023-73115	17.65
					01-26-023-73115 01-26-024-73115	58.82 29.40
			8666		SNACKS	29.40
			0000		01-14-000-73115	34.94
					Total :	188.70
185054	11/22/2019	016115 SHARP MILL GRAPHICS, INC.	1517		HOLIDAY HAPPENINGS BANNER U	
		· -			01-35-000-72954	196.65

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Voucher	Date	Vendor		Invoice		PO #	Description/Account		Amount
185054	11/22/2019	016115	016115 SHARP MILL GRAPHICS, IN	IC.	(Continued)			Total :	196.65
185055	11/22/2019	007577	SHERWIN WILLIAMS CO	8093-7			PAINT,SOLVENT		
							01-26-023-72540		132.83
								Total :	132.83
185056	11/22/2019	012280	SSBOA	111819			LUNCHEON MTG MIKE C	HAMBERS	
							01-33-300-72170		30.00
								Total :	30.00
185057	11/22/2019	012280	SSBOA	111819.			LUNCHEON MTG GENE L	ODE	
							01-33-300-72170		30.00
								Total :	30.00
185058	11/22/2019	011189	STAPLES CREDIT PLAN	65492			**** 8144 PENCILS,PADS,	POST IT,E	
							60-00-000-73110		15.57
							63-00-000-73110		1.73
							64-00-000-73110		1.73 7.42 24.72 12.37 22.03
							01-26-023-73110		24.72
							01-26-024-73110		12.37
				88974			**** 8144 PACKING SLIPS	,PENS,BA	
							60-00-000-73110		
							63-00-000-73110		2.45
							64-00-000-73110		10.49
							01-26-023-73110		34.97
							01-26-024-73110		17.48
				91103			**** 6800 BINDERS, INSEF	RTS,CLEAF	
							01-12-000-73110		83.70
				91289			****8144 COPY PAPER		
							01-14-000-73110		72.99
				91506			**** 8144 LABELS		
							01-14-000-73110		27.98
								Total :	333.90
185059	11/22/2019	015452	STEINER ELECTRIC COMPANY	S00649	7441.001		END CAP		
							01-26-024-73840		21.20
				S00650	0932.001		BENDER W/HANDLE		

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185059	11/22/2019	015452	STEINER ELECTRIC COMPANY	(Continued)			
						01-26-024-73570	56.60
						Total :	77.80
185060	11/22/2019	007090	STERICYCLE INC.	4008972798		STERI-SAFE COMPLIANCE SOLUTI	
						01-17-205-72750	2,061.36
						Total :	2,061.36
185061	11/22/2019	011162	STOINER, JASON	110519		PER DIEM: MEAL/ARMORER'S COU	
						01-17-220-72140	15.00
						Total :	15.00
185062	11/22/2019	007297	SUTTON FORD INC./FLEET SALES	493607		WHEELASY	
						01-17-205-72540	108.92
				493664		DUCT AIR VENT	
				400700		01-17-205-72540	194.52
				493783		WHEEL ASY 01-17-205-72540	108.92
				493844		ARM ASY	100.92
				100011		01-17-205-72540	240.72
				493988		KIT	
						01-17-205-72540	34.04
				629770		1FM5K8AR5EGA50060 PIPE INSTA	
						01-17-205-72540	426.61
						Total :	1,113.73
185063	11/22/2019	018607	TELCOM INNOVATIONS GROUP, LLC	A54397		MCD ENTERPRISE USER LICENSE	
					VTP-017489	30-00-000-75812	1,260.00
						Total :	1,260.00
185064	11/22/2019	019267	THAYER, A	Ref001384558		UB Refund Cst #00454509	
						60-00-000-20599	113.78
						Total :	113.78
185065	11/22/2019	006812	THE GALLERY COLLECTION	19A0025749		CARDS	
						01-17-205-72974	175.44
						Total :	175.44

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185066	11/22/2019	007717	THIRD DISTRICT FIRE CHIEF ASSN	4232		LUNCHEON MTG/KORTUM,DUNN,K 01-19-000-72170 Total :	60.00 <b>60.00</b>
185067	11/22/2019	007758	TINLEY AUTO REPAIR & TOWING	0014477		POLICE TOW,WINCHING FEE 01-17-220-72753 Total :	250.00 <b>250.00</b>
185068	11/22/2019	013200	TRIBUNE PUBLISHING COMPANY	011962759000		CU00027575/CLASSIFIED LISTINGS 01-26-025-72330 60-00-000-72330 <b>Total :</b>	283.25 2,154.62 <b>2,437.87</b>
185069	11/22/2019	015532	TRI-ELECTRONICS, INC.	252980	VTP-017351	UPDATES TO ACCESS SYSTEM 01-26-025-72790 Total :	7,390.00 <b>7,390.00</b>
185070	11/22/2019	010653	TRINIDAD, HEATHER	111419		PER DIEM: MEAL FOIA & JUV EXPU 01-17-220-72140 Total :	15.00 <b>15.00</b>
185071	11/22/2019	007909	TRI-RIVER POLICE TRAINING REG	4775		DEMARCHI,GEMBARA/JUV OFFR C 01-17-220-72140 Total :	300.00 <b>300.00</b>
185072	11/22/2019	014510	TRUGREEN PROCESSING CENTER	113778463		LAWN SERV HARLEM AVE MEDIAN 01-26-023-72881 Total :	290.00 <b>290.00</b>
185073	11/22/2019	012566	TSI INCORPORATED	91155442		ISOPROPYL ALOHOL 30ML X 16 BO 01-19-000-72578 Total :	142.52 <b>142.52</b>
185074	11/22/2019	017164	UDAYKEE, SCOTT	111219		CDL RENEWAL REIMBURSEMENT - 60-00-000-72860 63-00-000-72860 64-00-000-72860	5.30 1.70 3.00

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Voucher	Date	Vendor		Invoice	PO #	Description/Account		Amount
185074	11/22/2019	017164	017164 UDAYKEE, SCOTT	(Continued)			Total :	10.00
185075	11/22/2019	011904 U	IPS	0000626634459		SHIPPER#626634		
		• • • • •				01-17-205-72110		13.28
							Total :	13.28
185076	11/22/2019	010165 V	VAREHOUSE DIRECT WORKPL SO	LTNS 4469928		PAPER XERO WHT		
						01-14-000-73110		191.56
				4476288-0		WASTEBASKET		
						01-13-000-73110		16.26
				4479649-0		FORMS		
						01-26-025-73110		304.90
				4480218-0		WATER		
						01-26-023-73115		167.76
						60-00-000-73115		117.43
						64-00-000-73115		50.33
						01-26-024-73115		83.88
				4484661-0		PAPER		
						01-14-000-73110		66.75
							Total :	998.87
185077	11/22/2019	011055 V	VARREN OIL CO.	W1267917		N.L. GAS USED 10/26/19	-11/11/19	
						01-17-205-73530		6,092.99
						01-19-000-73530		382.90
						01-19-020-73530		67.71
						01-21-000-73530		238.54
						60-00-000-73530		605.15
						63-00-000-73530		151.29
						64-00-000-73530		324.19
						01-26-023-73530		599.43
						01-26-024-73530		335.64
						01-33-300-73530		147.28
						01-33-320-73530		27.67
						01-12-000-73530		48.81
						01-14-000-73532		73.38
						14-00-000-73530		34.03
						01-53-000-73530		155.70

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185077	11/22/201	9 011055 WARREN OIL CO.	(Continued)			
			· · ·		01-42-000-73545	198.66
			W1267918		DIESEL USED 10/26/19-11/11/19	
					01-19-000-73545	1,340.70
					60-00-000-73545	225.70
					63-00-000-73545	56.43
					64-00-000-73545	120.91
					01-26-023-73545	3,394.62
					01-26-024-73545	160.36
					01-14-000-73531	4,098.73
					Total :	18,880.82
185078	11/22/201	9 013263 WEST SIDE TRACTOR SALES	S77523		FANGG TOOTH	
					60-00-000-72530	47.91
					63-00-000-72530	15.97
					64-00-000-72530	27.38
					60-00-000-72530	9.96
					63-00-000-72530	3.32
					64-00-000-72530	5.69
					Total :	110.23
185079	11/22/201	9 008281 WILL COUNTY RECORDER OF DEEDS	40313705		RECORDING FEE STAMP FEE/ORD	
					01-14-000-72355	107.00
			40313708		RECORDING FEE/STAMP FEE/RES	101.00
			10010100		01-14-000-72355	86.00
					Total :	193.00
185080	11/22/201	9 008221 WILLE BROTHERS COMPANY	368661		READY MIX CONCRETE	
100000	11/22/201		000001		60-00-000-73770	230.58
					63-00-000-73770	25.62
					64-00-000-73770	109.80
					Total :	<b>366.00</b>
185081	11/22/201	9 014311 YOUNKER, PAMELA	102819		REIM EXP EMBROID,LOGO SHIRTS	
100001	11/22/201		102010		01-17-205-73610	132.00
					Total :	132.00 132.00
					Total.	102.00

GENDA - 12	2/3/2019, E	VILLAGE OF TINLEY			Page   11
vchlist Voucher 11/22/2019 5:09:35AM Village of Tin				I	Page: 29
Bank code : Voucher	apbank Date Vendor	Invoice	PO #	Description/Account	Amount
	Vouchers for bank code : apbank		<u></u>	Bank total :	314,591.71
127	Vouchers in this report			Total vouchers :	328,768.48

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	DateVendor	Invoice	PO #	Description/Account	Amount
185082	11/27/2019 018318 A & A ATTRACTIONS INC.	111319	VTP-017503	RENTAL OF CAROUSEL AND CHOC 01-35-000-72954 Total :	4,900.00 <b>4,900.00</b>
185083	11/27/2019 010318 ADVOCATE CHRIST MEDICAL CNTR	081419		30 HEARTSAVER CPR/AED E-CARE 01-19-020-73606 <b>Total :</b>	510.00 <b>510.00</b>
185084	11/27/2019 017815 ARENA EVENT SERVICES INC.	111919	VTP-017476	DEPOSIT HOLIDAY MARKET 2019 T 01-35-000-72954 Total :	10,162.64 <b>10,162.64</b>
185085	11/27/2019 015018 AUSTIN TYLER CONSTRUCTION, LLC	1910-09-1910-10		18-R0617 NORTH ST RECONSTR P/ 27-00-000-75300 <b>Total :</b>	180,741.12 <b>180,741.12</b>
185086	11/27/2019 019259 BAKER, TRACY	111919		PERF HOLIDAY MARKET 2019 01-35-000-72954 <b>Total</b> :	200.00 <b>200.00</b>
185087	11/27/2019 015187 BERAN, DONNA	112119		REIM. EXP. UNIFORM POLOS 01-19-020-73610 Total :	30.70 <b>30.70</b>
185088	11/27/2019 016817 BEVERLY SNOW AND ICE INC	40971		TINLEY CREEK BRIDGE 01-26-023-72785	210.00
		40972		TINLEY CREEK BRIDGE 01-26-023-72785	110.00
		40973		PUBLIC SAFETY BUILDING LOT 01-26-023-72785	850.00
		40974		PUBLIC SAFETY BUILDING LOT 01-26-023-72785	590.00
		40975		FIRESTATION 2 01-26-023-72785	670.00
		40976		FIRESTATION 2 01-26-023-72785	350.00

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185088	11/27/2019	016817 BEVERLY SNOW AND ICE INC	(Continued)			
			40977		FIRE STATION 3	
					01-26-023-72785	480.00
			40978		FIRE STATION 3	
					01-26-023-72785	260.00
			40979		FIRESTATION 4	
					01-26-023-72785	720.00
			40980		FIRESTATION 4	
					01-26-023-72785	400.00
			40981		HELIPORT & EMA	
					01-26-023-72785	2,440.00
			40982		HELIPORT & EMA	
					01-26-023-72785	1,280.00
			40983		HICKORY ST PARKING STALLS	
					01-26-023-72785	1,390.00
			40984		HICKORY ST PARKING STALLS	
					01-26-023-72785	790.00
			40985		MUNICIPAL LOTS (ED & JOES)	
					01-26-023-72785	390.00
			40986		MUNICIPAL LOTS (ED & JOES)	
					01-26-023-72785	210.00
			40987		MUNICIPAL LOTS SUBWAY	
					01-26-023-72785	650.00
			40988		MUNICIPAL LOTS SUBWAY	
					01-26-023-72785	370.00
			40989		MUNICIPAL LOTS-BATH & KITCHEN	
					01-26-023-72785	285.00
			40990		MUNICIPAL LOTS-BATH & KITCHEN	
					01-26-023-72785	155.00
			40991		MUNICIPAL LOTS CARDINAL	
					01-26-023-72785	295.00
			40992		MUNICIPAL LOTS CARDINAL	
					01-26-023-72785	165.00
			40993		<b>80TH AVENUE NORTH TRAIN LOT</b>	
					70-00-000-72740	7,500.00
			40994		80TH AVENUE NORTH TRAIN LOT	,
					70-00-000-72740	3,900.00

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185088	11/27/2019 016817 BEVERLY SNOW AND ICE INC	(Continued)			
		40995		OAK PARK AVE TRAIN STATION	
				70-00-000-72740	1,375.00
				01-26-023-72785	1,375.00
		40996		OAK PARK AVE TRAIN STATION	
				70-00-000-72740	775.00
				01-26-023-72785	775.00
		40997		PAWS	
				01-26-023-72785	395.00
		40998		PAWS	
				01-26-023-72785	215.00
		40999		POLICE DEPARTMENT	
				01-26-023-72785	1,095.00
		41000		POLICE DEPARTMENT	
				01-26-023-72785	605.00
				Total :	31,070.00
185089	11/27/2019 012391 BOBBIE NOONAN'S CHILD CARE	110419		HONORARY DONATION HOLIDAY M	
				01-35-000-72954	100.00
				Total :	100.00
					100.00
185090	11/27/2019 012907 BORROWDALE, RUSSELL	112519		PER DIEM: MEAL INTERDICTION M/	
				01-17-220-72140	15.00
				Total :	15.00
185091	11/27/2019 011042 BOY SCOUT TROOP 911	111919		HONORARY DONATION DECORATI	
				01-35-000-72954	250.00
				Total :	250.00
					200.00
185092	11/27/2019 003148 BREMEN ANIMAL HOSPITAL, LTD	63648		YAMBO MEDICAL EXPENSE	
				01-17-220-72240	107.00
				Total :	107.00
185093	11/27/2019 011029 CALOMINO, ELIZABETH	110419		REIM. EXP. EMBROID ON SHIRTS E	
				01-17-205-73610	100.00
				Total :	100.00
				Total.	100.00

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185094	11/27/2019	017224	CCS CHICAGO CONTRACTORS SUPPLY	192301		CEMENT 01-26-023-73790 Total :	468.00 <b>468.00</b>
185095	11/27/2019	003243	CDW GOVERNMENT INC	VSQ5813	VTP-017483	<it> - EXPAND VIRTUAL ENVRNMN 30-00-000-74126 Total :</it>	6,970.26 <b>6,970.26</b>
185096	11/27/2019	018575	CERNAK, FRANK J	111219		PERF HOLIDAY MARKET HIFI STER 01-35-000-72954 <b>Total :</b>	150.00 <b>150.00</b>
185097	11/27/2019	010637	CHASE CARD SERVICES	112519		****6102 BRAD BETTENHAUSEN MI 01-15-000-72130 01-15-000-72170 Total :	31.90 1,061.69 <b>1,093.59</b>
185098	11/27/2019	003606	CHICAGO SOUTHLAND CONV. V B	1119		OCT LIAB NOV COLL HOTEL ACCOI 12-00-000-79107 Total :	24,063.19 <b>24,063.19</b>
185099	11/27/2019	003137	CHRISTOPHER B.BURKE ENGINEERNG	154443		01.R160373.00012 HARMONY SQU/ 27-00-000-75300 Total :	1,294.00 <b>1,294.00</b>
185100	11/27/2019	014645	CHRISTY WEBBER LANDSCAPES	69476 70968		7946 LANDSCAPE BEDS MAINT AU 01-26-023-72881 7946 LANDSCAPE BEDS MAINT SO 60-00-000-72881 63-00-000-72881 64-00-000-72881	19,670.03 6,146.44 6,146.44 5,268.37
185101	11/27/2019	012057	COMCAST CABLE	8771401810316240		Total : ACCT#8771401810316240 11/21/19- 01-17-205-72517 Total :	<b>37,231.28</b> 51.40 <b>51.40</b>
185102	11/27/2019	013892	COMED	6771163052		ACCT#6771163052 LITE RT/25 10/1{	

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
185102	11/27/2019	9 013892	COMED	(Continued)			
				. ,		01-26-024-72510	1,772.02
						Total :	1,772.02
185103	11/27/2019	9 013878	COMED - COMMONWEALTH EDISON	0052035006		ACCT#0052035006 6720 SOUTH ST	
						01-26-025-72510	1,331.62
				0519019106		ACCT#0519019106 6750 SOUTH ST	
						12-00-000-72510	6.99
				1224165129		ACCT#1224165129 7053 W 183RD §	
						01-26-024-72510	160.06
				7398024011		ACCT#7398024011 7000 W 183RD S	
						01-26-024-72510	97.30
						Total :	1,595.97
185104	11/27/2019	9 015846	COMMUNITY BAND FOUNDATION TP	110719		HONORARY DONATION HOLIDAY M	
						01-35-000-72954	250.00
						Total :	250.00
185105	11/27/2019	9 007653	COMMUNITY CONSOLIDATED SD 146	110719		HONORARY DONATION FIERKE SIN	
						01-35-000-72954	100.00
						Total :	100.00
105100	44/07/004			440740			
185106	11/27/2019	9 007653	COMMUNITY CONSOLIDATED SD 146	110719.		HONORARY DONATION CNTRL MID	100.00
						01-35-000-72954	100.00
						Total :	100.00
185107	11/27/2019	9 019250	CONSCIOUS CIRCUS	111219		PERF HOLIDAY MARKET 2019 TOYI	
						01-35-000-72954	382.04
						Total :	382.04
185108	11/27/2019	9 018234	CORE & MAIN LP	L540882		SERV BOX TAPT	
						60-00-000-73630	193.68
						63-00-000-73630	83.00
						Total :	276.68
105100				447740			
185109	11/27/2019	9 018152	CORE INTEGRATED MARKETING	117718		MARKET FENCING BANNERS	
					VTP-017515	01-35-000-72954	1,070.50

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Voucher	Date	Vendor		Invoice		PO #	Description/Account		Amount
185109	11/27/2019	018152	018152 CORE INTEGRATED MARK	ETING	(Continued)			Total :	1,070.50
185110	11/27/2019	003635	CROSSMARK PRINTING, INC	76617			HOLIDAY SCHOOL FLYER,	HOLIDAY	
							01-35-000-72310	Total :	792.48 <b>792.48</b>
185111	11/27/2019	010759	DANCE IMAGES	110719			HONORARY DONATION HO	DLIDAY N	100.00
							01-35-000-72954	Total :	100.00 <b>100.00</b>
185112	11/27/2019	012413	DURBIN'S OF TINLEY INC	112219			PIZZAS/SALAD		440.07
							01-14-000-72220	Total :	110.87 <b>110.87</b>
185113	11/27/2019	003770	DUSTCATCHERS INC	67843			MATS/VH		
				67845			01-26-025-72790 MATS/PW GARAGE		65.93
							01-26-025-72790	Total :	99.08 <b>165.01</b>
185114	11/27/2019	004107	EAGLE ENGRAVING	2019-56	15		ID TAGS		
							01-19-000-74619	Tatal	62.60
105115	11/07/0010	044470		45545				Total :	62.60
185115	11/27/2019	011176	ELEMENT GRAPHICS & DESIGN, INC	15515			GRAPHICS 01-17-205-72540		321.67
								Total :	321.67
185116	11/27/2019	011269	ELLIS, DON	110619		VTP-017463	SOUND SYSTEMS SERVIC 01-35-000-72954	ES AT HC	1,800.00
						11 017400	01 00 000 72004	Total :	1,800.00
185117	11/27/2019	012784	EMERGENCY VEHICLE TECHNOLOGIE	S 4735			MAINTENANCE NEW B146		
						VTP-017470	01-19-000-72540	Total :	1,219.60 <b>1,219.60</b>
185118	11/27/2019	013924	ENTERTAINERS R WE	110419			PERF AS SANTA AT HOLID	AY MARK	
						VTP-017462	01-35-000-72954		800.00

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185118	11/27/2019	013924	013924 ENTERTAINERS R WE	(Continue	d)		Total :	800.00
185119	11/27/2019	004019	EVON'S TROPHIES & AWARDS	111319		8 PLATES BROUGHT IN TO UF	PDATE	
						01-19-000-72974		62.04
							Total :	62.04
185120	11/27/2019	013370	FLOWERS, CLAUDETTE	112219		REIM. EXP. CHRISTMAS CARI	DS	
						01-19-000-72310		253.31
							Total :	253.31
185121	11/27/2019	011847	FLUORECYCLE, INC.	43932		LAMPS		
						01-26-025-72520		928.10
				44225		LAMPS		007 70
						01-26-025-72520	<b>T</b> . 4 . 1 .	607.70
							Total :	1,535.80
185122	11/27/2019	012941	FMP	50-2623833		RESISTOR ASY,LIFT SUPPOR	T	
						01-17-205-72540		52.31
				52-441358		ALTERNATOR, CORE CHARGE	_	<b>•</b> • • <b>•</b> •
						01-26-023-72540 SENSOR		213.54
				52-441615		01-26-024-72540		137.80
				52-441849		LINK F RT		107.00
						01-17-205-72540		66.24
							Total :	469.89
185123	11/27/2019	004224	FOREST VIEW FARMS	102019.		FINAL/CARRIAGE RIDES FOR	THE	
					VTP-017429	01-35-000-72954		4,110.00
							Total :	4,110.00
185124	11/27/2019	016889	GALLAGHER MATERIALS INC.	13631		COLD PATCH/16250 OAK PK A	VE VI	
					VTP-017496	01-26-023-73780		2,649.66
							Total :	2,649.66
185125	11/27/2019	004474	GIBSON, RUTH	112519		REIM.EXP. LODGING,MILEAG	E IMT/	
						01-15-000-72170		395.48
							Total :	395.48

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Voucher	DateVendor	Invoice	PO #	Description/Account	Amount
185126	11/27/2019 004538 GOLDY LOCKS	676983		KEYS	
				01-26-025-72520	20.00
				Total :	20.00
185127	11/27/2019 004438 GRAINGER	9351136495		BATTERY	
				01-19-000-73410	407.28
		9351421608		GRINDER, CUTOFF WHEEL	
				01-19-000-73410	437.61
		9352875745		DISPOSABLE GLOVES	
				60-00-000-73845	34.78
				63-00-000-73845	3.86
				64-00-000-73845	16.56
		9361243034		GLOVES	
				01-26-025-73580	33.24
		9361243042		BATTERY	
				60-00-000-73410	32.44
				64-00-000-73410	15.44
				63-00-000-73410	3.60
				Total :	984.81
185128	11/27/2019 019180 GUERRINI MUSIC PRODUCTIONS	112519		PERF VILLAGE CHRISTMAS PARTY	
				01-14-000-72974	550.00
				Total :	550.00
185129	11/27/2019 014491 HANSEN DOOR INC.	8356		SERV LUBE, SPRINGS, CHAIN, ROLL	
				01-26-025-72520	554.50
				Total :	554.50
185130	11/27/2019 018577 HERNANDEZ, GRACE	110719		GROUP PERF HOLIDAY MARKET 2(	
100100		1107 13		01-35-000-72954	200.00
				Total :	200.00
				lotar.	200.00
185131	11/27/2019 015854 IFSAP	2019-14		2019 ANNUAL AWARDS LUNCHEON	
				01-19-020-72170	320.00
				Total :	320.00
185132	11/27/2019 015545 IMAGING SYSTEMS, INC.	SS191102917		<hr/> - ONBASE CSS FOR HR - PH/	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185132	11/27/2019	015545 IMAGING SYSTEMS, INC.	(Continued)			
				VTP-017414	01-12-000-72790	7,585.00
					Total :	7,585.00
185133	11/27/2019	005212 JSR ENTERPRISES INC	23900		WATER FOUNTAIN-POLICE STATIO	
				VTP-017473	01-26-025-72520	5,650.00
			23901		POLICE STATION LUNCHROOM/HA	
				VTP-017477	01-26-025-72520	5,050.00
					Total :	10,700.00
185134	11/27/2019	017845 KINDERCARE LEARNING CENTER LLC	110719		HONORARY DONATION HOLIDAY N	
					01-35-000-72954	100.00
					Total :	100.00
185135	11/27/2019	005384 KIRBY SCHOOL DISTRICT # 140	110419		HONORARY DONATION KIRBY BAN	
					01-35-000-72954	200.00
					Total :	200.00
185136	11/27/2019	019271 LEE, MATT	112519		GRADE DEPOSIT REFUND 17800 H	
					84-00-000-20552	500.00
					Total :	500.00
185137	11/27/2019	014190 LEHIGH HANSON	5788173		BED/BACKFILL	
					60-00-000-73860	99.77
					01-26-023-73860	79.18
					63-00-000-73860	11.08
					64-00-000-73860	47.51
					70-00-000-73860	26.39
			5788295		BED/BACKFILL	
					70-00-000-73860	79.65
					60-00-000-73860 62-00-000-73860	301.09 33.45
					63-00-000-73860 64-00-000-73860	33.45 143.37
					01-26-023-73860	238.95
			5788768		BED/BACKFILL	200.90
			5766766		70-00-000-73860	26.39
					01-26-023-73860	79.18

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185137	11/27/2019	014190 LEHIGH HANSON	(Continued)		60-00-000-73860	99.77
					63-00-000-73860	99.77 11.08
					64-00-000-73860	47.51
					Total :	1,324.37
185138	11/27/2019	016801 LIBERTY FLAG & BANNER	16740		FLAGS & FLAGPOLES	
				VTP-017409	01-26-025-73112	2,810.00
					Total :	2,810.00
185139	11/27/2019	013969 MAP AUTOMOTIVE OF CHICAGO	40-536248		BRAKE ROTOR,KIT B/LIN	
					01-26-024-72540	183.83
			40-536249		EVOLUTION CER	
					01-26-024-72540	32.95
					Total :	216.78
185140	11/27/2019	012631 MASTER AUTO SUPPLY, LTD.	15030-80642		IDLER PULLEY	
					01-17-205-72540	16.59
			15030-80669		BRAKE CALIPERS	o / = . o o
					01-26-024-72540	317.02
					Total :	333.61
185141	11/27/2019	013074 MCGREAL, MICHAEL	10020		ICE CARVING DEMONSTRATION AT	
				VTP-017440	01-35-000-72954	1,800.00
					Total :	1,800.00
185142	11/27/2019	006074 MENARDS	75957		FLANGE KIT, BLD-TURBO, MORTAR	
					01-26-025-73410	41.53
			75971		PORTABLE BUDDY, CYLINDER	
			76116		01-26-025-73410 PURELL	76.28
			70110		01-26-025-73580	21.36
			76145		COVER,BULB	21.00
					01-26-024-73570	12.17
			76189		QUICK LINKS, HOSE REPR, NOZZLE	
			76207		01-26-025-72520	20.65
			10201		THERMOSTAT	

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185142	11/27/2019	006074 MENARDS	(Continued)				
					01-26-025-72520		24.99
			76251		CLOROX		
					60-00-000-73115		2.74
					64-00-000-73115		1.18
					01-26-023-73115		3.92
					01-26-024-73115		1.97
			76293		SPACERS,STEPS		
					60-00-000-72520		2.78
					63-00-000-72520		2.78
					64-00-000-72520		2.39
			76299		CORDS,PLUGS		
					01-26-025-73112		197.76
			76313		CORNER BRACE		
					01-26-025-73840		1.78
			76332		BOLT,WASHER		
					01-26-025-72520		2.93
						Total :	417.21
185143	11/27/2019	018908 METROPOLITAN FIRE CHIEFS ASSOC	112219		LUNCHEON MEETING (10)		
					01-19-000-72170		350.00
						Total :	350.00
185144	11/27/2019	005856 MONROE TRUCK EQUIPMENT, INC.	77384		UPGRADED SNOW CONT		
100111	11/21/2010		11001	VTP-017513	01-26-023-72530	(OLLEI()	2,967.00
				VII -017010	01-20-025-72550	Total :	2,967.00
							,
185145	11/27/2019	017764 MONTANA & WELCH, LLC.	12331		HEARING OFFICER		
					01-14-000-72876		1,608.75
						Total :	1,608.75
185146	11/27/2019	017651 MSC INDUSTRIAL SUPPLY CO.	3454640001		PARTS		
					60-00-000-73630		248.30
					63-00-000-73630		27.59
					64-00-000-73630		118.23
							27.32
					63-00-000-73630		3.04
					60-00-000-73630 63-00-000-73630		

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185146	11/27/201	9 017651 MSC INDUSTRIAL SUPPLY CO.	(Continued)			
					64-00-000-73630	13.00
					Total :	437.48
185147	11/27/201	9 015723 NICOR	90223493009		ACCT#90-22-34-9300 9 6700 SOUTH	
					01-26-025-72511	219.53
					Total :	219.53
185148	11/27/201	9 012406 PALL, SUSAN	25		REIM. EXP. POPCORN/BAGS	
					01-35-000-72954	64.91
					Total :	64.91
185149	11/27/201	0 006475 PARK ACE HARDWARE	035710/2		#9404 EXCHANGE LP TANK,BRUSH	
105149	11/2//201	9 000473 FARRACE HARDWARE	0337 10/2		01-19-000-73540	15.99
					01-19-000-73580	12.46
			062378/1		#891431 MAGNETIC HOOK	12.40
			002370/1		60-00-000-73110	1.61
					63-00-000-73110	0.18
					64-00-000-73110	0.76
			062412/1		#891431 PRUNING BLADE, SPRING	0.1.0
					60-00-000-73410	9.06
					63-00-000-73410	1.01
					64-00-000-73410	4.31
			062417/1		BLADE SWZAL,CLAMPS,HAMMER,(	
					60-00-000-73410	27.19
					63-00-000-73410	3.02
					64-00-000-73410	12.95
			62413/1		#9404 JUMBO CARABINER REFILL	
					01-19-000-73410	24.95
					Total :	113.49
185150	11/27/201	9 016035 PORCARO, RICHARD	112519		PER DIEM: MEAL/INTERDICTION M	
					01-17-220-72140	15.00
					Total :	15.00
185151	11/27/201	9 006507 POSTMASTER, U. S. POST OFFICE	177093-3		PERMIT#6 POSTAGE REDFLEX CAI	
					01-14-000-72110	2,377.77
					01-14-000-72110	

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185151	11/27/2019	006507	006507 POSTMASTER, U. S. POST	OFFICE (Continued)		Total :	2,377.77
185152	11/27/2019	006874	ROBINSON ENGINEERING CO. LTD.	19110314		16-R0402 175TH ST RIDGELAND/O/ 33-00-000-75806 <b>Total :</b>	60,790.13 <b>60,790.13</b>
185153	11/27/2019	006874	ROBINSON ENGINEERING CO. LTD.	19110096 19110097 19110341		19-R0005.014 RESURFACING PRO( 06-00-000-72840 19-R0005.02 CRACKSEALING PRO( 01-26-023-75406 19-R0866 191ST ST & 80TH AVE PH	37,589.00 4,498.25
						30-00-000-75806 <b>Total :</b>	41,819.25 <b>83,906.50</b>
185154	11/27/2019	006874	ROBINSON ENGINEERING CO. LTD.	19110043		14-653.04 OAK PK AV RECONSTR 1 33-00-000-75806 Total :	2,971.37 <b>2,971.37</b>
185155	11/27/2019	006922	RUBINO'S ITALIAN IMPORTS	041 080		SANDWICH TRAYS/SALADS 01-41-040-72220 RETIREMENT LUNCHEON STEVE F 01-17-205-72974 Total :	102.97 560.90 <b>663.87</b>
185156	11/27/2019	007091	SAFETY KLEEN	81309969		WASHER SOLVENT 60-00-000-72750 63-00-000-72750 64-00-000-72750 01-26-023-72750 01-26-024-72750 01-17-205-72750 01-33-300-72750 Total :	31.75 31.75 27.23 90.73 90.73 136.10 45.36 <b>453.65</b>
185157	11/27/2019	015712	SANDENO EAST INC	3834		SURFACE 01-26-023-73780 Total :	76.50 <b>76.50</b>

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185158	11/27/2019 007621 SCOT E	DECAL COMPANY INC.	26282		DOG TAGS		
					01-14-000-73210		248.00
						Total :	248.00
185159	11/27/2019 015882 SERVP	RO OF TINLEY PARK, IL	4999441		WATER RESTORATION 1750	01 DU\	
					60-00-000-72745		13,923.10
						Total :	13,923.10
185160	11/27/2019 007154 SOUTH	SIDE CONTROL SUPPLY CO	S100588383.001		MOTOR ONLY		
					01-26-025-72520		921.92
						Total :	921.92
185161	11/27/2019 012238 STAPLE	ES BUSINESS ADVANTAGE	3431290973		CHAIR		
					01-17-205-73600		179.99
			3431290974		FILE JACKET		
					01-14-000-73110		49.99
			3431290975		POST-IT,HILITER,PPR CLIP,0	COIN B	404 70
					01-14-000-73110	Total :	101.73 <b>331.71</b>
						TOTAL	331.71
185162	11/27/2019 015452 STEINE	R ELECTRIC COMPANY	S006466642.002		HRD BDY AERL,HOOK BUCK	ΈT	
					01-26-024-73410		135.72
			S006507035.001		LAMP		
					01-26-025-73570		69.60
						Total :	205.32
185163	11/27/2019 019179 STORY	BOOK PRINCESS PARTIES	110419		PERF FINAL HOLIDAY MARK	ET 201	
					01-35-000-72954		150.00
						Total :	150.00
185164	11/27/2019 007297 SUTTO	N FORD INC./FLEET SALES	494232		GLOW PLUG		
					01-26-023-72540		10.52
			494265		KIT		
			40.4000		01-17-205-72540		34.04
			494330		THROTTLE,GASKET 01-26-023-72540		242.96
					01-20-023-72340	Total :	242.96 <b>287.52</b>
						iotai .	207.52

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185165	11/27/2019	018607 TELCOM INNOVATIONS GROUP, LLC	A54428		LABOR CHARGE BILLABLE REMOT	
					01-26-025-72777	292.50
					Total :	292.50
185166	11/27/2019	019188 THE CHICAGO CAROLERS, LLC	110719		FINAL GROUP PERF HOLIDAY MAR	
					01-35-000-72954	325.00
					Total :	325.00
185167	11/27/2019	018264 THE LAKOTA GROUP, INC.	17030.04-12		HARMONY SQUARE 9/1/19-9/30/19	
					30-00-000-75905	18,969.88
					Total :	18,969.88
185168	11/27/2019	018724 THE LOCKER SHOP	66465		SHORTS/D ADKINS	
					01-19-000-73610	49.00
			E 66800		SHORTS/N TRIEMSTRA	
					01-19-000-73610	98.00
			E 66801		SHORTS/T BEST	
					01-19-000-73610	96.00
			E 67298		CAP, WINDSHIRT/A MAZZIOTTA	
					01-19-000-73610	61.00
			E 68044		SHORTS/K ROEMER	
					01-19-000-73610	34.00
			E 68429		SWEATPANTS/J GRECO	
			F0 07070		01-19-000-73610	44.00
			ES 67879		T-SHIRTS, WINDSHIRT/S SARHAGE	00.00
			ES 68045		01-19-000-73610 BOOTS,T-SHIRT,CAP,SHIRT/J IWAN	83.00
			E3 00040		01-19-000-73610	266.00
			O 67880		PANTS, UNDER ARMOR/S FRENCH	200.00
			0 07000		01-19-000-73610	201.00
			OE 66803		POLOS/ T BLOMBERG	201.00
			OL 00003		01-19-000-73610	57.00
			OE 66819		POLO/K HICKEY	07.00
					01-19-000-73610	62.00
			OE 68409		POLO/C STUBE	02.00
					01-19-000-73610	67.00
			OE 68423		WORK SHIRT/C STUBE	

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185168	11/27/2019	018724 THE LOCKER SHOP	(Continued)			
			. ,		01-19-000-73610	74.00
			OE 68425		TACTIC/C STUBE	
					01-19-000-73610	62.00
			OE 68558		SHORTS,PANTS,SHIRT/F REEDER	
					01-19-000-73610	297.00
			OES 67386		CAP,T-SHIRTS,PANTS,JACKET/B R(	
					01-19-000-73610	219.00
			OES 67571		T-SHIRTS,WINDSHIRT,JACKET,CAF	
					01-19-000-73610	344.00
			OES 69260		JOB SHIRT,T-SHIRT,POLO,CAP,SH(	
					01-19-000-73610	204.00
			OES 69261		BOOTS,T-SHIRT,POLO,CAP,SHIRTS	
					01-19-000-73610	399.00
			S 67590		T-SHIRTS,SHORTS,PANTS/C RUSS	
					01-19-000-73610	172.00
			S 68426		T-SHIRT/C STUBE	
					01-19-000-73610	20.00
			S 68427		T-SHIRT/C STUBE	
					01-19-000-73610	42.00
					Total :	2,951.00
185169	11/27/2019	007692 TINLEY PARK PARK DISTRICT	110719		HONORARY DONATION HOLIDAY M	
					01-35-000-72954	100.00
					Total :	100.00
185170	11/27/2010	007691 TINLEY PARK CHAMBER/COMMERCE	112519		HOLIDAY PARTY DAVID NIEMEYER	
100170	11/21/2010		112010		01-12-000-72220	12.00
					Total :	12.00 12.00
					Total .	12.00
185171	11/27/2019	007839 TINLEY PARK HIGH SCHOOL	111819		HONORARY DONATN ASSISTING W	
					01-35-000-72954	500.00
					Total :	500.00
185172	11/27/2019	007839 TINLEY PARK HIGH SCHOOL	110419		HONORARY DONATION HOLIDAY N	
100172	11/21/2010				01-35-000-72954	100.00
					01-00-000-72004	100.00

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185172	11/27/2019	007839	007839 TINLEY PARK HIGH SCHOO	_ (Continued)		Total :	100.00
185173	11/27/2019	004106	TYLER TECHNOLOGIES, INC	025-278636		INCODE COURT CASE MANAGEME	
						01-17-205-72655	12,730.91
				045-283092		EXECUTIME LICENSE INCREASE	000.00
					VTP-016786 VTP-016786	30-00-000-74139	360.00 120.00
					VIP-010700	60-00-000-74139 Total :	13,210.91
						Total.	13,210.91
185174	11/27/2019	008040	UNDERGROUND PIPE & VALVE CO	039444-01		CLAMPS	
						60-00-000-73630	973.98
						63-00-000-73630	108.22
						64-00-000-73630	463.80
						Total :	1,546.00
185175	11/27/2019	002613	UNITED HEALTHCARE AARP	110619		NOV 19 PYMT FOR DECEMBER 19	
						01-33-300-72435	257.46
						01-13-000-72435	211.26
						60-00-000-72435	64.37
						01-26-023-72435	64.36
						60-00-000-72435	208.95
						01-17-205-72435	126.02
						60-00-000-72435	289.48
						01-26-024-72435	196.46
						01-26-023-72435	104.48 195.26
						60-00-000-72435	78.04
						01-17-205-72435 60-00-000-72435	78.04 37.14
						01-26-025-72435	37.14
						01-17-205-72435	156.09
						Total :	2,026.50
							_,
185176	11/27/2019	011416	VERIZON WIRELESS	9842111776		ACCT 280481333-00001	
						11-00-000-72127	72.02
						01-16-000-72127	72.02
						01-17-220-72127	1,696.49
						01-17-205-72127	432.16

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185176	11/27/2019	011416 VERIZON WIRELESS	(Continued)			
					01-19-000-72127	540.17
					01-19-020-72127	108.03
					01-21-000-72127	108.03
					01-26-025-72127	216.06
					01-33-300-72127	144.04
					01-33-310-72127	108.03
					01-33-320-72127	72.02
					01-35-000-72127	144.04
					01-12-000-72127	161.47
					01-13-000-72127	72.02
					01-11-000-72127	180.05
					01-21-210-72127	269.50
					01-26-023-72127	540.15
					60-00-000-72127	504.16
			9842111777		ACCT 2804813333-00003	
					01-15-000-72120	45.76
					01-11-000-72120	355.98
					01-12-000-72120	45.76
					01-13-000-72120	91.52
					01-14-000-72120	12.22
					01-17-205-72120	4,663.04
					01-19-000-72120	260.42
					01-19-020-72120	252.12
					01-21-000-72120	138.36
					01-21-210-72120	232.18
					01-26-023-72120	1,440.05
					01-26-024-72120	201.06
					01-26-025-72120	319.04
					01-33-300-72120	237.62
					01-33-310-72120	136.67
					01-42-000-72120	27.65
					01-53-000-72120	7.70
					60-00-000-72120	872.80
					01-16-000-72120	176.78
					01-26-023-72120	-200.00
					01-26-024-72120	-100.00

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185176	11/27/2019 011416 VERIZON WIRELESS	(Continued) 9842113233		285837077-00001 01-17-205-72127 Total :	8.45 <b>14,665.64</b>
185177	11/27/2019 002529 VICTOR J. ANDREW HIGH SCHOOL	. 110419		HONORARY DONATION HOLIDAY N 01-35-000-72954 Total :	100.00 <b>100.00</b>
185178	11/27/2019 012368 VISION INTEGRATED GRAPHICS,LL	.C 531618 531619		NOV 1ST WATER BILLS 60-00-000-72310 64-00-000-72310 64-00-000-72310 LATE NOTICES FOR 10/1/19 BILLS 60-00-000-72310 64-00-000-72310 64-00-000-72310 64-00-000-72310 64-00-000-72110 64-00-000-72110 64-00-000-72110	941.96 403.62 238.00 102.00 143.64 61.56 129.50 55.50 438.90 188.10 <b>2,702.78</b>
185179	11/27/2019 010165 WAREHOUSE DIRECT WORKPL SC	DLTNS 4475776-0 4475780-0 4484699-0	VTP-017452 VTP-017451	FURNITURE PROPOSAL CHAIRS 01-26-025-74110 FURNITURE PROPOSAL CHAIRS 01-13-000-73110 PAPER 01-19-020-73110 Total :	1,379.84 689.92 143.67 <b>2,213.43</b>
185180	11/27/2019 008280 WILL COUNTY CLERK	111919		FILING FEE NOTARY BARBARA S B 01-33-000-72720 <b>Total</b> :	10.00 <b>10.00</b>
185181	11/27/2019 008238 WINSTON'S MARKET	111319		CATERING SENIOR LUNCHEON 01-41-056-72937	567.00

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185181	11/27/2019 008238	008238 WINSTON'S MARKET	(Continued)			Total :	567.00
185182	11/27/2019 008636	ZETTLEMEIER'S BAKERY	5847-3		BAKERY ITEMS 01-12-000-72220	Total :	21.22 <b>21.22</b>
10	1 Vouchers for bank	code : apbank				Bank total :	581,917.46

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2577	11/26/2019	018837	INSURANCE PROGRAM MANAGERS GR	190320W011		PAYEE-INMAN & FITZGIBBONS L	TD	
						01-14-000-72542 <b>Tot</b>	al :	240.50 <b>240.50</b>
2578	11/26/2019	018837	INSURANCE PROGRAM MANAGERS GR	190326W026		PAYEE-PETERSON JOHNSON &	ML	
						01-14-000-72542		1,267.50
						Tot	al :	1,267.50
2579	11/26/2019	018837	INSURANCE PROGRAM MANAGERS GR	190514W019		PAYEE-PETERSON JOHNSON &	ML	
						01-14-000-72542		1,579.50
						Tot	al :	1,579.50
2580	11/26/2019	018837	INSURANCE PROGRAM MANAGERS GR	191115W017		PAYEE-GARY YAKSICH		
						60-00-000-72542		608.18
						63-00-000-72542		115.84
						64-00-000-72542		310.30
						Tot	al :	1,034.32
2581	11/26/2019	018837	INSURANCE PROGRAM MANAGERS GR	191115W019		PAYEE-RAC ADJUSTMENTS INC		
						60-00-000-72542		74.09
						63-00-000-72542		14.11
						64-00-000-72542		37.80
						Tot	al :	126.00
2582	11/26/2019	018837	INSURANCE PROGRAM MANAGERS GR	190912W021		PAYEE-TODD SWARTZENTRUBE	R	
						01-14-000-72542		685.44
						Tot	al :	685.44
	6 Vouchers	for bank	code : ipmg			Bank tot	al :	4,933.26
10	7 Vouchers	in this re	port			Total voucher	rs :	586,850.72

AGENDA - 12/3/2019, E	VILLAGE OF TIN	VILLAGE OF TINLEY Voucher List Village of Tinley Park		
vchlist 11/27/2019 4:51:41AM				
Bank code : ipmg				
Voucher Date Vendor	Invoice	PO #	Description/Account	Amount
The Tinley Park Village Board having duly met at Hall do hereby certify that the following claims or against said village were presented and are appro payment as presented on the above listing. In witness thereof, the Village President and Clerk the Village of Tinley Park, hereunto set their hand	demands oved for k of			
Village Pres	sident			
Village Cler	k			
Date				

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

# ORDINANCE NO. 2019-O-052

#### AN ORDINANCE GRANTING CERTAIN VARIATIONS TO PERMIT THE CONSTRUCTION OF A 1-STORY ADDITION AT 17322 OAK PARK AVENUE (JAMES VROEGH)

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

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

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

#### VILLAGE OF TINLEY PARK Cook County, Illinois Will County, Illinois

#### **ORDINANCE NO. 2019-0-052**

#### AN ORDINANCE GRANTING CERTAIN VARIATIONS TO PERMIT THE CONSTRUCTION OF A 1-STORY ADDITION AT 17322 OAK PARK AVENUE (JAMES VROEGH)

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, a petition for the granting of certain variations ("Variations") to permit the construction of a 1-story addition on the existing 3-story Park Oaks Condominium mixed-use development has been filed by James Vroegh ("Petitioner") with the Village Clerk of this Village and has been processed in accordance with the Tinley Park Zoning Ordinance; and

**WHEREAS**, the Village of Tinley Park Plan Commission held a public hearing on the question of whether the Variations should be granted on August 1, 2019, which was continued to August 15, 2019, at the Village Hall of this Village, at which time all persons present were afforded an opportunity to be heard; and

**WHEREAS**, public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public hearing in the Daily Southtown, a newspaper of general circulation within the Village of Tinley Park; and

**WHEREAS**, after hearing testimony on the petition, the Plan Commission found that the petition did not meet the requisite standards enumerated in the Tinley Park Zoning Ordinance for granting the Variations and voted 7-2 to recommend to the Village President and Board of Trustees for the denial of the Variations; and

**WHEREAS**, the Plan Commission has filed its report and findings and recommendations regarding the Variations with this Village President and Board of Trustees, and this Board of Trustees has duly considered said report, findings, and recommendations; 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 Variations; and

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

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

**SECTION 2**: That the report of findings and recommendations of the Plan Commission provided herein are incorporated as part of the findings of this President and the Board of Trustees, as complete and fully set forth herein at length. This Board finds that the Petitioner has provided evidence establishing that he has met the standards for granting the Variations as set forth in Section X.G.4 of the Zoning Ordinance, and the proposed granting of the Variations as set forth herein are in the public good and in the best interest of the Village and its residents and are consistent with and fosters the purpose and spirit of the Tinley Park Zoning Ordinance.

- a. The proposed improvement meets the Legacy Plan and its Principles, as presented in Section 1.A-B: Purpose and Intent, of this ordinance;
  - The proposed improvement does not meet the intent of the Legacy Plan or its principals.
- b. The new improvement is compatible with uses already developed or planned in this district and will not exercise undue detrimental influences upon surrounding properties.
  - The improvement is not compatible with planned improvements in the downtown core that include the development of a street wall and removal of other one-story additions that do not accomplish the Legacy Plan's vision or principals.
- c. Any improvement meets the architectural standards set forth in the Legacy Code.
  - While the addition extends the existing first-story architecture, the addition does not meet the architectural principals due to the minimum requirement of a threestory building along the primary frontage. While the addition of the roof element addresses concerns of the Commission regarding a consistent roof line it raises additional concerns regarding blocking or negatively impacting the view from the residential condo above the Vroegh Family Eyecare unit.
- d. The improvement will have the effect of protecting and enhancing the economic development of the Legacy Plan area.
  - The resulting tenant space will be utilized by the existing staff to have separate offices and a break area. While it may create a better working environment, the addition will not add additional visitors or tax generation as proposed. The space will remain under ownership of the Condo Association and will not be usable by a different tenant due to lack of separate utilities, entrances, restrooms and the small amount of space.

**LEGAL DESCRIPTION:** UNIT 17322 IN THE PARK OAKS COMMERCIAL CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED LAND: PART OF THE EAST 65 FEET OF THE SOUTH 26 FEET OF LOT 2 IN BLOCK 1 IN CHRISTIAN ANDRES SUBDIVISION, A SUBDIVISION OF PART OF THE SOUTH ½ OF LOT 1 OF THE SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST

OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED APRIL 3, 1879 AS DOCUMENT NO. 216647, TOGETHER WITH THE EAST 65 FEET OF LOT 3 IN BLOCK 1 IN SAID SUBDIVISION, TOGETHER WITH THE EAST 65 FEET OF THE NORTH 28 FEET OF LOT 4 IN BLOCK 1 IN SAID SUBDIVISION, TOGETHER WITH THE EAST 46.5 FEET OF THE SOUTH 14 FEET OF THE NORTH 42 FEET OF SAID LOT 4 IN BLOCK 1 IN SAID LOT 4 IN BLOCK 1 IN SAID SUBDIVISION WHICH SURVEY IS ATTACHED AS EXHIBIT D TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 0030268214; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL IDENTIFICATION NUMBER: 26-30-308-029-0000 and 26-30-308-029-1004

#### COMMONLY KNOWN AS: 17322 Oak Park Avenue, Tinley Park, Illinois

**PETITIONER**: James Vroegh (Authorized Agent), on behalf of Park Oaks Commercial Condominium Association (Owner)

**SECTION 3**: That the following Variations are hereby approved to the Petitioner in the DC (Downtown Core) Zoning District at the above-mentioned Property to construct the 1-story addition:

- 1. A 2-story Variation from Section 2-A-9, Table 2.A.6 of the Legacy Code to permit a 1story building addition on an existing 3-story building where the minimum building height is 3-stories.
- 2. A 26.5 foot Variation from Section 2-A-4, Table 2.A.1 of the Legacy Code to permit a commercial space that only has a depth of 23.5 feet instead of the required commercial space depth of 50 feet where street-level commercial is permitted.
- 3. A Variation from Section 3-B-6-a of the Legacy Code to permit a building addition with less than the required 60 percent of the street-level façade to be glazed.
- 4. A Variation from Section 3-B-7 of the Legacy Code to permit the building addition to not have brick or masonry where a new building or addition is required to consist of 75 percent brick, stone, or fiber cement siding.
- 5. A Variation from Section 3-B-8 of the Legacy Code to permit a building addition to be constructed that does not comply with the required Architectural Guidelines including, "A consistent style of architectural composition should be applied throughout a structure".

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

**SECTION 6:** 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 1<sup>st</sup> day of October, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 1<sup>st</sup> day of October, 2019.

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

STATE OF ILLINOIS)COUNTY OF COOK)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-052, "AN ORDINANCE GRANTING CERTAIN VARIATIONS TO PERMIT THE CONSTRUCTION OF A 1-STORY ADDITION AT 17322 OAK PARK AVENUE(JAMES VROEGH)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 1, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 1<sup>st</sup> day of October, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

## Village of Tinley Park

#### Petitioner

James Vroegh (Petitioner) on behalf of Park Oaks Commercial Condominium Association (Owner)

#### **Property Location**

17322 Oak Park Avenue

#### PIN

28-30-308-029-0000 & 28-30-308-029-1004

**Zoning** DC (Downtown Core)

#### **Approvals Sought**

Site Plan Approval Variations

#### **Project Planner**

Daniel Ritter, AICP Senior Planner

## PLAN COMMISSION STAFF REPORT Public Hearing #2 August 15, 2019

#### Vroegh Eyecare/Park Oaks Condominium Expansion 17322 Oak Park Avenue



## **EXECUTIVE SUMMARY**

Consider granting Site Plan Approval and recommending that the Village Board grant James Vroegh (Petitioner), on behalf of Park Oaks Commercial Condominium Association (Owner), Variations from the Zoning Code related to building height, building depth, percent of street-level glazing, building materials, and architectural style to construct an approximately 352 sq. ft. (16 feet x 22 feet) 1-story addition on an existing 3-story Park Oaks Condominium mixed-use development located at 17322 Oak Park Avenue in the DC (Downtown Core) Zoning District.

The 1-story building addition will continue the first-floor design of the Park Oaks building but is not proposed to match the existing building in scale due to the difficulties of doing so with the building's existing condo ownership. The Legacy Code's height and commercial depth requirements are in place to create an active consistent street wall along primary corridors to create an intriguing urban environment. Existing non-conforming situations in the downtown such as the additions on the Teehan's building have been proposed to be removed as part of the future redevelopment to meet these downtown development goals. The Commission will need to consider any precedence that would be set by the requested Variations and the effects on the goals of the Legacy Code and future development proposals.

**Changes to the July 18, 2019 Workshop Staff Report are indicated in RED.** Changes from the August 1, 2019 Public Hearing Staff Report are indicated in BLUE.

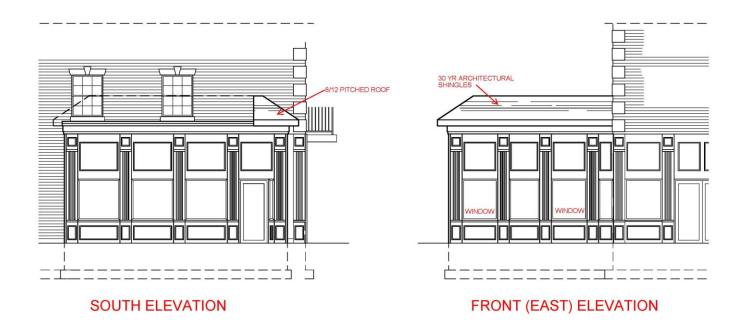
## PUBLIC HEARING #1 WORKSHOP (AUGUST 1, 2019) SUMMARY

During the public hearing, the Plan Commission voted to continue the hearing until the next meeting. There were comments in favor of the request, noting that there was not much else that could be done with the space if there wasn't a restaurant in the building. Other comments not in favor noted that the look of a one-story addition on the building was not aesthetically pleasing and expressed concern regarding the split ownership. Below are a few items that the Plan Commission noted that they would like to have completed.

- 1. Complete a rendering that encompasses adjacent façade including the Wyman's property.
- 2. Include a roof element similar in style to the existing roof.
- 3. Make the setback of the building equal to the other building setbacks (approximately 2 feet).
- 4. The number of properties in the downtown where a similar request could be made.
- 5. Resolve the ownership issue so that the properties are owned by the same owner under the same PIN to avoid maintenance, tax, and future issues that as potential to leave the space vacant or misused.

The petitioner submitted the following renderings (full-size copies are included in the packet) of the addition to comply with the first two comments. The roof parapet as proposed will block views from the two windows of the second-floor residential unit. The effects of the views on that unit could be significant because the rear portion of a parapet roof is not typically attractive looking. While the condo unit owners were initially notified of the public hearing, they have not seen these revised plans that could impact their views. The Commission may wish to discuss whether additional notification is necessary for the unit owners and residents above the addition due to the new renderings.

# Open Item #14: Discuss the potential impact of a roof on the residential unit's views. Discuss the need for residents and condo unit owners to receive the revised plans.



The third concern in regards to the building setback is addressed in the revised rendering, but no updated site plans or dimensions were received. The original proposal indicated a 0.5 foot setback. With the new two foot setback, the revised dimensions of the addition are 22 feet by 16 feet and 352 sq. ft. in size (compared to the originally proposed 23.5 feet by 16 feet and 376 sq. ft.). This changes the Variation for the commercial space depth requirement slightly and the motions have been revised. A door was also added on the south side of the building addition that would open into the alley.

While a full list was not compiled of properties that could make a similar single-story request with the same conditions, because it would include every property in the Downtown Core that has patio space or additional property to build upon. Some properties with similar conditions include recent developments such as Springfort Hall and the PASS/Crack the Code building, existing/historic buildings such as Ed & Joes, Holstein's, Teehan's, and Mickey's as well as future developments such as The Boulevard at Central Station, Bremen Station, and Encore Crossing (North Street).



No information was supplied in time to be included in this staff report that resolves the fifth comment about the ownership of this common area space between the 17322 unit owner and the association. It is expected that the condo association must approve a contract for the formal sale of the property, before the ownership change can be approved. Regarding the ownership issue, the Village Attorney was consulted regarding the placement of a condition on the Variation approval that requires consolidation of the property and purchase of the property. At the Public Hearing the Petitioner agreed to these conditions however Village Counsel did not feel this would a defensible condition and did not recommend this be a condition of approval.

Due to the inability to require combined PINs or ownership, it is important the Plan Commission view the proposed addition as a separate commercial condo unit that is 352 square feet, 22 feet deep, and is owned by the condo association. While Dr. Vroegh is proposing to use the space now, that may not be the case going forward. The ultimate responsibility for ownership, maintenance, and taxes will be the condo associations. The Village and other government agencies do not enforce condo covenants or declarations that are private agreements. The covenants and declarations might assign responsibility to the 17322 (Vroegh Eyecare) unit but that is a private agreement. Concerns exist about the usefulness of this space in the future and the likelihood it could remain vacant or used for only storage purposes. Interior utilities and whether a door exists will not prohibit the space from being used separately, as either condition can be changed with a building permit.

# Open Item #15: Discuss the revised size of the space and the future effects of a separately owned 352 sq. ft. and 22 foot deep unit owned by the condo association.

## PLAN COMMISSION WORKSHOP (JULY 18, 2019) SUMMARY

The consensus of Plan Commission was not supportive of the aesthetics of the one-story addition on the existing three-story mixed-use building. The Commission vocalized the addition is not consistent with the Legacy Code requirements and the addition did not appear balanced on the existing structure and looked "tacked-on". While there are other examples of one-story structures nearby that exist prior to the Legacy Code, Staff stressed that the Legacy Code and Plan focuses on avoiding these type of non-compliant additions.

There were also many concerns expressed about how this would affect and set a precedent for other existing and proposed buildings in the Downtown area and along Oak Park Avenue in the future. Ownership issues due to the retained ownership of the Commercial Property Owners Association was another concern expressed by the Commission due to the potential future issues with property control, taxes, and maintenance costs of the space. The Commission was appreciative of the Petitioner looking to expand their location but recommended that the Petitioner work with the residential condominium owners to propose a three-story addition, expand within the current building's footprint or find another location in the downtown area that provides them more space.

The Petitioner has not provided revised plans or correspondence since the Plan Commission workshop meeting and all open items remain. Conditions are in the motion to address these open items in the event the requests are approved.

#### **EXISTING SITE & HISTORY**

The Park Oaks Condominium building (shown with a star on the map on the an existing 3-story, right) is approximately 15,000 sq. ft. building that includes eight residential and four commercial condominiums. The property was previously owned by School District 146 until 1999 and then given to the Village for control of future development. The Village eventually selected a developer through an RFP process. The project was one of the first mixed-use redevelopment projects in the downtown and included heavy involvement of the Historic Preservation and Main Street Commissions which looked to tie the building to a larger vision for redevelopment in the downtown. The Historic Preservation Commission specifically looked into the scale and materials of the building to ensure that the historic character of the



downtown was retained. The Park Oaks project was approved in 2001 and completed in 2003. The commercial condo units are currently occupied by Vroegh Eyecare (17322), Apothecary Pharmacy (17320), Tinley Park Chamber of Commerce (17316), and Tinley Park Chiropractic Wellness (17314).

The patio area on the south side of the subject property (proposed location of the Vroegh building addition) was discussed at the Long Range Plan Commission's meeting on the project; the patio area was noted as important to encourage outdoor dining opportunities at the building, help offset the building from the neighboring Wyman's

building and ensure the walkway between the properties didn't become an unlit or unsafe alleyway. This patio area is considered a "limited common element" per the approved declarations that is owned by the Condominium Association that has some exclusive use rights assigned to the adjacent 17322 (Vroegh Eye Care) unit. The right for use of this "limited common element" can be sold or divided to other units based on the declaration rules.



#### **ZONING & NEARBY LAND USES**

The subject Park Oaks Condominium property (outlined in red on the Zoning Map to the right) is located in a mixed-use building in the DC (Downtown Core) zoning district. The characteristics of this district are described in the Legacy Code as, "The Downtown Core District consists of the highest density and height, with the greatest variety of uses. Street frontages have steady street plantings and pedestrian amenities, and buildings form a continuous street wall set along wide sidewalks". The code's regulations are described as, "intended to promote taller, mixed-use development in the vicinity of the Oak Park Avenue train station."



Nearby properties to the subject site include a municipally owned parking lot directly to the west in the DC (Downtown Core) zoning district that separates the subject property from the R-4 (Single-Family) zoning district. The properties to the north (Electric Blue Entertainment), South (Wyman's Framing & Art Gallery and Ed n' Joe's Pizza) and East (We're

Nuts About Mutts and Teehan's Tavern) are also located in the DC (Downtown Core) zoning district. All of these existing properties are considered "Heritage Sites" as they were approved and constructed prior to the implementation of the Legacy Code. Heritage sites are permitted to maintain their existing site configuration and uses but may be required to perform certain upgrades (such as front yard parking removal, install additional landscaping, street trees, etc.) when there is changing uses, building or site.

The Downtown Core zoning district allows for varying building heights depending on the specific location. The minimum height for any new building or new building additions in the

District Corridor Type A Corridor Type D Required ۲

Downtown Core is 3-stories. The minimum building height is required to help create a continuous street wall and an urban environment that peaks in terms of density in the downtown core. The height requirement helps promote population density and the number of people living within walking distance of the train station. Building additions are required to meet all Zoning Code and design requirements to ensure that there are not "after-the-fact" additions that don't comply with the existing structures design and the district's development principals.

The maximum building height ranges from 4-stories along Oak Park Avenue to 7stories in height for the properties directly to the south (The Boulevard and Bremen

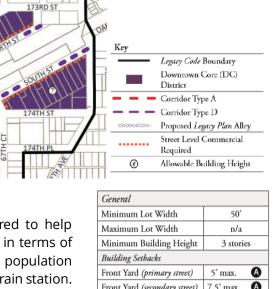
Station) and north of the train station. Additionally, buildings along Oak Park Avenue, North Street, and South Street are required to have street-level (first-floor) commercial space with a minimum depth of 50 feet. The minimum commercial space depth along these frontage ensures that the required commercial space along the first-floor in the downtown can be utilized by the types of business that the Village envisions for the downtown such as restaurants, coffee shops, and retail stores.

The Park Oaks building was constructed prior to the implementation of the Legacy Code and Legacy Plan. However, the development was used as an example of the kind of developments the Village was looking to encourage in the downtown when the Legacy Plan and Legacy Code were being developed.

#### VARIATIONS

The five Variations requested by the applicant are as follows:

- 1. A 2-story Variation from Section 2-A-9, Table 2.A.6 of the Legacy Code to permit a 1-story building addition on an existing 3-story building where the minimum building height is 3-stories.
- 2. A 28 foot Variation from Section 2-A-4, Table 2.A.1 of the Legacy Code to permit a commercial space that only has a depth of 22 feet instead of the required commercial space depth of 50 feet where street-level commercial is permitted.



Minimum Lot Width	50'		
Maximum Lot Width	n/a		
Minimum Building Height	3 stories		
Building Setbacks			
Front Yard (primary street)	5' max.	A	
Front Yard (secondary street)	7.5' max.	A	
Side Yard (interior)	5' max.	B	
Side Yard (along access drive)	5' min.	G	
Rear Yard (existing alley)	5' min.	D	
Rear Yard (no alley required)	5' min.	D	
Rear Yard (future alley)	30' min.	0	

- 3. A Variation from Section 3-B-6-a of the Legacy Code to permit a building addition with less than the required 60 percent of the street-level façade to be glazed.
- 4. A Variation from Section 3-B-7 of the Legacy Code to permit the building addition to not have brick or masonry where a new building or addition is required to consist of 75 percent brick, stone, or fiber cement siding.
- 5. A Variation from Section 3-B-8 of the Legacy Code to permit a building addition to be constructed that does not comply with the required Architectural Guidelines including, "A consistent style of architectural composition should be applied throughout a structure".

The proposed 1-story addition will be added to an existing 3-story structure. The existing Park Oaks structure predominately complies with the Legacy Code requirements for scale, location, and materials. The one exception to complying with the code is the use of paneling on the first floor where it would not be permitted. Since the addition will not be meeting the existing building length or height, there are a number of Variations required to meet approval. In order to recommend approval, these Variations must be found to meet the Standards for a Variation outlined in the sections below as well as the additional Legacy Code Standards.

As with all Variation approvals, the Plan Commission must be aware of setting precedent for future similar requests in the downtown area, especially as it relates to the Downtown Core which establishes a density and scale that is intended to support the overall mission of the entire Legacy District. The burden is on the applicant to meet all three statutorily required Findings of Fact and to prove this situation is unique thereby justifying Variation from the Code. As part of their review, the Plan Commission will need to determine if condo ownership represents a unique situation and whether it creates physical hardships warranting the Variation. If the Commission believes the type of ownership presents a burden, the Commission must also must consider whether this ownership is self-created by current or former owners of the property. It should be noted that most structures in the Village can be converted to condominiums or single-ownership without prior Village approval. It is recommended that the Plan Commission use these Variation and Legacy Code Standards as a guide for their review as well as the architectural guidelines outlined in the Legacy Code.

Open Item #1: Discuss the five requested Variations and the desirability of a 1-story building addition on a 3-story building that does not comply with the code requirements. Discuss how this relates to the Standards for a Variation and Legacy Code Standards must be met to approve a Variation.

#### PROPOSED USE, OWNERSHIP AND MANAGEMENT

The use of the proposed space will be for the expansion of the Vroegh Eyecare space to include an additional examination room and employee break room. While the proposed use itself is not a concern, the Commission may wish to consider the possible complications of ownership of the building addition which will continue to be owned by the Property Owner Association (POA) and retained as a "Limited Common Element" under the approved and recorded Condo Declarations. This is of particular concern since the intent of the building addition is clearly privately owned.

Additionally, the Commission may wish to discuss possible future issues with the POA ownership of the building addition without any formal sale or lease on the property. As proposed, the POA will remain the owner of the property thereby permitting them to apply for future alterations or demo permits on the addition. Other concerns include a potential increased tax burden on the POA due to a for-profit commercial use being located on the common area lot as well as insurance, legal and future maintenance liability associated with the addition. The rights to use "limited common elements" such as the existing patio area are transferable between unit owners. This means that this space can be sold to a different condo unit owner and potentially leased separately. The Commission may wish to consider how this impacts the future of the site if a building is constructed.

In review of the approvals and declarations for the project the subject area is referred to as a "patio space". The Commission may wish to consider whether the original intent of the property is an important factor in considering the proposal. If approved the opportunities for any future use as a patio space is lost.

In discussions with the Village Attorney, staff has been informed that the ownership approval and Declaration Amendment provides the authority to permit the Variation requests despite the future utilization of the site is impacted as discussed above. While not legally required, the applicant has been encouraged to consider removing the subject area as a limited common element, purchase the property from the POA, and consolidate the two parcels into one lot and PIN. This will provide for a more transparent process for construction of the addition to the condo unit owners and avoid any possible future ownership, control or tax issues as described above.

Open Item #2: Discuss the potential future consequences/effects of the proposed addition that is owned and controlled by the POA.

Open Item #3: Discuss the space and effects of the property continuing to be considered as a "limited common element" in the approved and recorded Condominium Declarations when only accessed and controlled by a single property owner. The space can also be sold in whole or part to other unit owners.

Open Item #4: Due to the ability for the space to be used by a separate tenant or unit in the future, discuss the effects and quality of potential future tenants in a unit that has a depth of 23.5 feet and is 376 sq. ft. in size.

Open Item #5: Discuss removing the patio area as a "limited common element" in the Declarations, purchased from the POA by the owner of the 17322 unit, and the two parcels be consolidated into one lot and PIN.

#### LANDSCAPE

Landscaping is relatively limited on the existing site and is primarily located around the site of the proposed addition. While the street tree next to the property is shown remaining in the color rendering, this tree is likely to die due to extensive damage to the root zone resulting from the construction of the proposed addition. The Public Works Department has recommended that the tree be removed and that no new tree be placed in the space due to the limited growing space and distance from the building foundations. The parkway tree location is required to be moved to a location in the sidewalk similar to other trees along the Oak Park Avenue right-of-way. Since the tree

removal will be directly caused by the proposed development project, the Petitioner is required to complete all associated work at the existing and future street tree locations. The installation of parkway trees meeting the streetscape plan is a requirement of the Legacy and Subdivision/Development Codes. Plans are required to be submitted and reviewed for any required public right-of-way work to ensure that it complies with the Legacy Code requirements, downtown streetscape plan, and right-of-way engineering standards. Other existing landscaping around the site of the building addition will require removal including various bushes and shrubs. No landscape or replacement plan has been submitted that shows the resulting or proposed landscaping.



*Above (Right): Traditional Street Tree Location & Design* 



Above (Left): Existing Street Tree and Streetscape at Park Oaks.

Open Item #6: Discuss the requirement that the parkway tree location is moved to a more suitable location along the Oak Park Avenue street frontage in accordance with the Legacy Code requirements, Public Works Department recommendations, and the downtown streetscape plan.

Open Item #7: Submittal of a plan for the required parkway tree replacement and sidewalk work is required.

Open Item #8: Submittal of a landscape plan showing the existing and proposed landscaping is required.



#### ARCHITECTURE & SITE PLAN

Above: Petitioner color rendering of proposed 1-story addition on the Park Oaks Condo building.

The Petitioner's proposed building addition continues the existing first-floor design style and materials which includes a matching decorative paneling. The roof includes a cornice to cap the addition and help to create an appearance that the structure was purposeful and not added after-the-fact. The cornice is proposed as a tan/brown tone to match the existing building's cornerstones. Staff believes this color scheme looks out-of-place on the addition and recommends that it be white in color to match the rest of the proposed addition.

#### *Open Item #9: Discuss whether to incorporate a white or brown/tan color cornice.*

The Legacy Code requires that any addition to an existing building match the existing building in scale, design and materials which allows the addition to look as if it was constructed with the original building rather than something added "after the fact" that can create a "tackedon" appearance. This requirement is especially important for additions visible from a primary street frontage such as Oak Park Avenue. An example of this was noted during the Legacy Code's implementation in which 1-story additions such as those located on the Teehan's Tavern building, were not a preferred appearance for the future of the downtown. The existing non-conforming additions on the Teehan's building are planned to be removed as part of the redevelopment of the Harmony Plaza and North Street development because they detract from the primary building and overall downtown design goals. The future plans would create a more attractive street wall along Oak Park Avenue that would be directly across from the subject property. If approved, the proposed 1-story addition would be one of the only one-story building additions left and would not be in scale with the rest of the surrounding developments.





Above: Existing 1-story additions proposed to be removed with redevelopment.

# Open Item #10: Discuss the proposed architectural appearance of a 1-story addition on a 3-story building and the possibility of setting a precedent for other notable building downtown sites.

The patio space and landscaped area between the Park Oaks and Wyman's sites were originally proposed as a way to avoid the creation of an alleyway at a key location in the downtown. The Legacy Code promotes zero lot line development to create a consistent street wall along the primary corridors. If the addition is developed to the property line, the remaining space between the buildings will be approximately 6 feet wide in which the majority of the space will be the Village-owned walkway. There is no lighting or landscaping proposed in this area. The negative aspects of creating a narrow alley were discussed during the original development approval and the Plan Commission will want to consider this as part of the current proposal.

## Open Item #11: Discuss the proposed site layout and the resulting five-foot unlit and non-landscaped alleyway that will be present between the buildings.

A complete staff review of the proposed building addition by different departments (Engineering, Public Works, Fire and Police) was unable to be completed by the writing of this staff report. Any comments or corrections that are required following the review, will need to be addressed in the plans prior to the public hearing.

Open Item #12: Plans will need to be revised based on final staff review comments.

#### SIGNAGE

No signage is proposed to be placed on the new addition. However, while it is not proposed, the Legacy Code's sign requirements permit a sign to be placed at this location if a separate tenant ever utilized the space. Staff recommends placing a condition of approval on the Variations prohibiting exterior signage on the addition.

Open Item #13: Discuss the potential signage impact of any future tenant changes and the possibility of a condition prohibiting an exterior sign from being placed on the addition.

#### PARKING

First-floor commercial space in the Downtown Core (DC) does not require parking. When the Park Oaks building was constructed, the public parking lot in the rear of the building was constructed as well to help accommodate the increased parking demand and continue the public parking lot north. The addition of 376 sq. ft. of commercial space is not expected to cause any additional traffic and handled by the existing on-street and available downtown public parking.

#### SUMMARY OF OPEN ITEMS

Staff identified the following open items for discussion at the workshop:

- 1. Discuss the five requested Variations and the desirability of a 1-story building addition on a 3-story building that does not comply with the code requirements. Discuss how this relates to the Standards for a Variation and Legacy Code Standards that must be met to approve a Variation.
- 2. Discuss the potential future consequences/effects of the proposed addition that is owned and controlled by the POA.
- 3. Discuss the space and effects of the property continuing to be considered as a "limited common element" in the approved and recorded Condominium Declarations when only accessed and controlled by a single property owner. The space can also be sold in whole or part to other unit owners.
- 4. Due to the ability for the space to be used by a separate tenant or unit in the future, discuss the effects and quality of potential future tenants in a unit that has a depth of 23.5 feet and is 376 sq. ft. in size.
- 5. Discuss removing the patio area as a "limited common element" in the Declarations, purchased from the POA by the owner of the 17322 unit, and the two parcels be consolidated into one lot and PIN.
- 6. Discuss the requirement that the parkway tree location is moved to a more suitable location along the Oak Park Avenue street frontage in accordance with the Legacy Code requirements, Public Works Department recommendations, and the downtown streetscape plan.
- 7. Submittal of a plan for the required parkway tree replacement and sidewalk work is required.
- 8. Submittal of a landscape plan showing the existing and proposed landscaping is required.
- 9. Discuss whether to incorporate a white or brown/tan color cornice.
- 10. Discuss the proposed architectural appearance of a 1-story addition on a 3-story building and the possibility of setting a precedent for other notable building downtown sites.
- 11. Discuss the proposed site layout and the resulting five foot unlit and non-landscaped alleyway that will be present between the buildings.
- 12. Plans will need to be revised based on final staff review comments.
- 13. Discuss the potential signage impact of any future tenant changes and the possibility of a condition prohibiting an exterior sign from being placed on the addition.
- 14. Discuss the potential impact of a roof on the residential unit's views. Discuss the need for residents and condo unit owners to receive the revised plans.
- 15. Discuss the revised size of the space and the future effects of a separate 352 sq. ft. and 22 foot deep unit owned by the condo association.

#### STANDARDS FOR SITE PLAN APPROVAL

Section III.T.2. of the Zoning Ordinance requires that Planning Staff must find that the conditions listed below must be met. Staff will prepare draft responses for these conditions within the next Staff Report.

- a. That the proposed Use is a Permitted Use in the district in which the property is located.
- b. That the proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses.
- c. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient, and convenient movement of traffic, not only within the site but on adjacent roadways as well.
- d. That the Site Plan provides for the safe movement of pedestrians within the site.
- e. That there is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses and will provide a pleasing appearance to the public; any part of the Site Plan area not used for buildings, structures, parking, or access-ways shall be landscaped with a mixture of grass, trees, and shrubs.
- f. That all outdoor trash storage areas are adequately screened.

#### ADDITIONAL LEGACY CODE STANDARDS

In addition to any other specific standards set forth herein the Plan Commission shall not recommend a Special Use, Variation, Appeal, or Map Amendment from the regulations of this ordinance unless it shall have made Findings of Fact, based upon evidence presented to it, in each specific case that the following standards must be found to have been met. These draft Findings of Fact do not support recommending approval of the Variations as presented. If the Plan Commission would like to recommend these Variations for approval, these Findings of Fact will need to be amended at the meeting.

- a. The proposed improvement meets the Legacy Plan and its Principles, as presented in Section 1.A-B: Purpose and Intent, of this ordinance;
  - The proposed improvement does not meet the intent of the Legacy Plan or its principals.
- b. The new improvement is compatible with uses already developed or planned in this district and will not exercise undue detrimental influences upon surrounding properties.
  - The improvement is not compatible with planned improvements in the downtown core that include the development of a street wall and removal of other one-story additions that do not accomplish the Legacy Plan's vision or principals.
- c. Any improvement meets the architectural standards set forth in the Legacy Code.
  - While the addition extends the existing first-story architecture, the addition does not meet the architectural principals due to the minimum requirement of a three-story building along the primary frontage. While the addition of the roof element addresses concerns of the Commission regarding a consistent roof line it raises additional concerns regarding blocking or negatively impacting the view from the residential condo above the Vroegh Family Eyecare unit.
- d. The improvement will have the effect of protecting and enhancing the economic development of the Legacy Plan area.
  - The resulting tenant space will be utilized by the existing staff to have separate offices and a break area. While it may create a better working environment, the addition will not add additional visitors or tax generation as proposed. The space will remain under ownership of

#### the Condo Association and will not be usable by a different tenant due to lack of separate utilities, entrances, restrooms and the small amount of space. STANDARDS FOR A VARIATION

Section X.G.4. of the Zoning Ordinance states the Plan Commission shall not recommend a Variation of the regulations of the Zoning Ordinance unless it shall have made Findings of Fact, based upon the evidence presented for each of the Standards for Variations listed below. The Plan Commission must provide findings for the first three standards; the remaining standards are provided to help the Plan Commission further analyze the request. **These draft Findings of Fact do not support recommending approval of the Variations as presented. If the Plan Commission would like to recommend these Variations for approval, these Findings of Fact will need to be amended at the meeting.** 

- 1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
  - The property in question can yield a reasonable return meeting the current regulations. The property was originally constructed as it exists today, with a patio area that is in compliance with the Code and the intent of the original plan. The Petitioner purchased this property at market rate with the patio existing as a limited common element.
- 2. The plight of the owner is due to unique circumstances.
  - Condo ownership is not a unique circumstance as it can be applicable to almost any building in the Village and Legacy District. The building was constructed with a uniform and intentional design along with the existing patio area to remain under common association ownership. The Variations are not connected with any unique physical property characteristics.
- 3. The Variation, if granted, will not alter the essential character of the locality.
  - The Variations if granted will alter the character of the Downtown Core and will not be consistent with recently approved and proposed projects within the district. The proposed addition does not comply with a number of the characteristics and goals outlined in the Legacy Plan, including the development of a consistent street wall along Oak Park Avenue.
- 4. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:
  - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
  - b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
  - c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
  - d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
  - e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
  - f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

#### MOTIONS TO CONSIDER

If the Plan Commission wishes to take action on the Site Plan Approval and Variations, the appropriate wording of the motions are listed below. The protocol for the writing of a motion is to write it in the affirmative so that a positive or negative recommendation correlates to the Petitioner's proposal. By making a motion, it does not indicate a specific recommendation in support or against the plan.

**Motion 1 (Site Plan):** "...make a motion to grant the Petitioner, James Vroegh (Petitioner), on behalf of Park Oaks Commercial Condominium Association (Owner), Site Plan Approval to construct an approximately 376 sq. ft. one-story addition on an existing three-story Park Oaks Condominium mixed-use development located at 17322 Oak Park Avenue in the DC (Downtown Core) Zoning District, in accordance with the plans submitted and listed herein and subject to the following conditions:

- a) A Landscape Plan be submitted indicated all existing and proposed landscaping. Installation of a parkway tree as required by the Legacy Code and Village's streetscape plan shall be indicated on the plan.
- b) The engineering plans indicate placement of sidewalk at the location of the existing parkway tree in compliance with the Village Engineer's standards for public sidewalks.
- c) Plans are revised to install adequate lighting along the south side where an alley will be created in compliance with the Village lighting standards.
- d) Plans shall be revised to indicate a two foot setback of the front façade along Oak Park Avenue with updated grading and site plans.
- e) All final staff review and engineering comments shall be addressed.

#### [any other conditions that the Commissioners would like to add]

**Motion 2 (Variations)** "...make a motion to recommend that the Village Board grant the following Variations to the Petitioner, James Vroegh (Petitioner), on behalf of Park Oaks Commercial Condominium Association (Owner), at the property located at 17322 Oak Park Avenue in the DC (Downtown Core) Zoning District, in accordance with the plans submitted and listed herein and adopt Findings of Fact as proposed by Village Staff in the Staff Report.

- 1. A 2-story Variation from Section 2-A-9, Table 2.A.6 of the Legacy Code to permit a 1-story building addition on an existing 3-story building where the minimum building height is 3-stories.
- 2. A 28 foot Variation from Section 2-A-4, Table 2.A.1 of the Legacy Code to permit a commercial space that only has a depth of 22 feet instead of the required commercial space depth of 50 feet where street-level commercial is permitted.
- 3. A Variation from Section 3-B-6-a of the Legacy Code to permit a building addition with less than the required 60 percent of the street-level façade to be glazed.
- 4. A Variation from Section 3-B-7 of the Legacy Code to permit the building addition to not have brick or masonry where a new building or addition is required to consist of 75 percent brick, stone, or fiber cement siding.
- 5. A Variation from Section 3-B-8 of the Legacy Code to permit a building addition to be constructed that does not comply with the required Architectural Guidelines including, "A consistent style of architectural composition should be applied throughout a structure".

Subject to the following conditions:

- a) No signage shall be allowed on the exterior of the proposed building addition.
- b) All final staff review and engineering comments shall be addressed.

[any conditions that the Commissioners would like to add]

## LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet	
-	Park Oaks ALTA Land Survey	Robinson Engineering	2002	
	Exterior Color Rendering	Enrique Castel Architect	N/A	
	Detailed Grading Plan	DesignTek Engineering, Inc.	6-21-19	
	Existing Conditions, Removal & Soil Erosion Plan	DesignTek Engineering, Inc.	6-21-19	
T1	Additions & Alteration Plans Cover Sheet	Enrique Castel Architect	6-26-19	
T2	Specifications	Enrique Castel Architect	6-26-19	
AD1	Demolition Floor & Ceiling Plans	Enrique Castel Architect	6-26-19	
AD2	Demolition Elevations	Enrique Castel Architect	6-26-19	
A1	Floor & Furniture Plans	Enrique Castel Architect	6-26-19	
A2	Roof & Reflected Ceiling Plans	Enrique Castel Architect	6-26-19	
A3	Exterior Elevations	Enrique Castel Architect	6-26-19	
A4	Details, Room Finish and Door Schedules	Enrique Castel Architect	6-26-19	
S0	Specifications	Enrique Castel Architect	6-26-19	
S1	Foundation & Framing Plan	Enrique Castel Architect	6-26-19	
M1	HVAC Plan	Enrique Castel Architect	6-26-19	
P1	Plumbing Plan – Storm	Enrique Castel Architect	6-26-19	
FP1	Fire Protection Plan	Enrique Castel Architect	6-26-19	
E1	Power & Lighting Plans	Enrique Castel Architect	6-26-19	
E2	Schedules & Notes	Enrique Castel Architect	6-26-19	
	Park Oaks Commercial Condominium Association Approval	Park Oaks Assoc.	2-20-19	
	Park Oaks Commercial Condominium Declarations	Park Oaks Assoc.	2-26-03	
	First Amendment to Park Oaks Commercial Condominium Declarations	Park Oaks Assoc.	2-15-19	
	Updated Color Rendering Showing Roof and Wyman's	Enrique Castel Architect	None (submitted 8/8/19)	
	Revised B/W Roof Elevations	Enrique Castel Architect	None (submitted 8/8/19)	

#### TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

#### FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

#### SUBJECT: MINUTES OF THE AUGUST 1, 2019 REGULAR MEETING

Item #1PUBLIC HEARING:<br/>CONDOMINIUM ASSOCIATION BUILDING ADDITION, 17322 OAK PARK<br/>AVENUE – SITE PLAN AND VARIATIONS<br/>The Petitioner, James Vroegh (Authorized Agent), on behalf of Park Oaks Commercial<br/>Condominium<br/>Association (Owner) is seeking the following Variations to permit the construction of a<br/>376 sq. ft. 1-story addition on an existing 3-story Park Oaks Condominium mixed-use<br/>development on the property located at 17322 Oak Park Avenue in the DC (Downtown<br/>Core) Zoning District

Present were the following:

Plan Commissioners:	Garrett Gray, Chairman Tim Stanton Eduardo Mani Lucas Engel MaryAnn Aitchison James Gaskill Curt Fielder
Absent Plan Commissioner(s):	Angela Gatto Stephen Vick
Village Officials and Staff:	Kimberly Clarke, Community Development Director Paula Wallrich, Planning Manager Dan Ritter, Senior Planner Douglas Spale, Village Attorney Patrick Connelly, Village Attorney Barbara Bennett, Commission Secretary
Guests:	Thomas Courtney, Petitioner's Attorney Dr. James Vroegh, Petitioner

A Motion was made by COMMISSIONER AITCHISON, seconded by COMMISSIONER GASKILL, to open the Public Hearing for James Vroegh/Park Oaks Commercial Condominium Association Building Addition located at 17322 Oak Park Avenue. The Motion was approved by voice call. CHAIRMAN GRAY declared the Motion approved.

CHAIRMAN GRAY noted that Village Staff provided confirmation that appropriate notice regarding the Public Hearing was published in the local newspaper in accordance with State law and Village requirements.

CHAIRMAN GRAY requested anyone present in the audience, who wished to give testimony, comment, engage in cross-examination or ask questions during the Hearing stand and be sworn in.

DAN RITTER, SENIOR PLANNER gave a presentation as noted in the Staff Report. The Petitioner, Dr. James Vroegh

(Authorized Agent), on behalf of Park Oaks Commercial Condominium Association (Owner) is seeking Variations to permit the construction of a 376 sq. ft. 1-story addition of 23.5 feet by 16 feet in size on the existing patio area .of an existing 3-story Park Oaks Condominium mixed-use development on the property located at 17322 Oak Park Avenue in the DC (Downtown Core) Zoning District

Mr. Ritter noted the plans have not been updated since the workshop. The unit is the furthest south in the 1-story building addition. This will continue the first-floor design of the Park Oaks building but is not proposed to match the existing building in scale due to the difficulties of doing so with the building's existing condo ownership. The Legacy Code's height and 50' commercial depth requirements are in place to create an active consistent street wall along primary corridors to create an intriguing urban environment. The Commission will need to consider any precedence that would be set by the requested Variations and the effects on the goals of the Legacy Code and future development proposals.

Mr. Ritter went through the five Variations requested by the applicant:

- 1. A 2-story Variation from Section 2-A-9, Table 2.A.6 of the Legacy Code to permit a 1-story building addition on an existing 3-story building where the minimum building height is 3-stories.
- 2. A 26.5 foot Variation from Section 2-A-4, Table 2.A.1 of the Legacy Code to permit a commercial space that only has a depth of 23.5 feet instead of the required commercial space depth of 50 feet where street-level commercial is permitted.
- 3. A Variation from Section 3-B-6-a of the Legacy Code to permit a building addition with less than the required 60 percent of the street-level façade to be glazed.
- 4. A Variation from Section 3-B-7 of the Legacy Code to permit the building addition to not have brick or masonry where a new building or addition is required to consist of 75 percent brick, stone, or fiber cement siding.
- 5. A Variation from Section 3-B-8 of the Legacy Code to permit a building addition to be constructed that does not comply with the required Architectural Guidelines including, "A consistent style of architectural composition should be applied throughout a structure".

The proposed 1-story addition will be added to an existing 3-story structure. The existing Park Oaks structure predominately complies with the Legacy Code requirements for scale, location, and materials. The one exception to complying with the code is the use of paneling on the first floor where it would not be permitted. Since the addition will not be meeting the existing building length or height, there are a number of Variations required to meet approval. In order to be recommended for approval, these Variations must be found to meet the Standards for a Variation outlined in the sections below as well as the additional Legacy Code Standards.

As with all Variation approvals, the Plan Commission must be aware of setting precedent for future similar requests in the downtown area, especially as it relates to the Downtown Core which establishes a density and scale that is intended to support the overall mission of the entire Legacy District. The burden is on the applicant to meet all three statutorily required Findings of Fact and to prove this situation is unique thereby justifying Variation from the Code. As part of their review, the Plan Commission will need to determine if condo ownership represents a unique situation and whether it creates physical hardships warranting the Variation. If the Commission believes the type of ownership presents a burden, the Commission must also

must consider whether this ownership was self-created by current or former owners of the property. It should be noted that most structures in the Village can be converted to condominiums or single-ownership without prior Village approval. It is recommended that the Plan Commission use these Variation and Legacy Code Standards as a guide for their review as well as the architectural guidelines outlined in the Legacy Code.

The use of the proposed space will be for the expansion of the Vroegh Eye care space to include an additional examination room and employee break room. While the proposed use itself is not a concern, the Commission may wish to consider the possible complications of ownership of the building addition which will continue to be owned by the Property Owner Association (POA) and retained as a "Limited Common Element" under the approved and recorded Condo Declarations. This is of particular concern since the intent of the building addition is clearly privately owned.

Additionally, the Commission may wish to discuss possible future issues with the POA ownership of the building addition without any formal sale or lease on the property. As proposed, the POA will remain the owner of the property thereby permitting them to apply for future alterations or demo permits on the addition. Other concerns include a potential increased tax burden on the POA due to a for-profit commercial use being located on the common area lot as well as insurance, legal and future maintenance liability associated with the addition. The rights to use "limited common elements" such as the existing patio area are transferable between unit owners. This means that this space can be sold to a different condo unit owner and potentially leased separately. The Commission may wish to consider how this impacts the future of the site if a building is constructed.

In review of the approvals and declarations for the project the subject area is referred to as a "patio space". The Commission may wish to consider whether the original intent of the property is an important factor in considering the proposal. If approved the opportunities for any future use as a patio space is lost.

In discussions with the Village Attorney, staff has been informed that the ownership approval and Declaration Amendment provides the authority to permit the Variation requests despite the future utilization of the site is impacted as discussed above. While not legally required, the applicant has been encouraged to consider removing the subject area as a limited common element, purchase the property from the POA, and consolidate the two parcels into one lot and PIN. This will provide for a more transparent process for construction of the addition to the condo unit owners and avoid any possible future ownership, control or tax issues as described above.

There was no landscape plan submitted for the proposed addition. The parkway tree in front will have to be removed and replaced. The Petitioner is required to complete all associated work at the existing and future street tree location.

Mr. Ritter noted all the open items as follows:

Open Item #1: Discuss the five requested Variations and the desirability of a 1-story building addition on a 3-story building that does not comply with the code requirements. Discuss how this relates to the Standards for a Variation and Legacy Code Standards that must be met to approve a Variation.

Open Item #2: Discuss the potential future consequences/effects of the proposed addition that is owned and controlled by the POA.

Open Item #3: Discuss the space and effects of the property continuing to be considered as a "limited common element" in the approved and recorded Condominium Declarations when only accessed and controlled by a single property owner. The space can also be sold in whole or part to other unit owners.

Open Item #4: Due to the ability for the space to be used by a separate tenant or unit in the future, discuss the effects and quality of potential future tenants in a unit that has a depth of 23.5 feet and is 376 sq. ft. in size.

Open Item #5: Discuss removing the patio area as a "limited common element" in the Declarations, purchased from the POA by the owner of the 17322 unit, and the two parcels be consolidated into one lot and PIN.

Open Item #6: Discuss the requirement that the parkway tree location is moved to a more suitable location along the Oak Park Avenue street frontage in accordance with the Legacy Code requirements, Public Works Department recommendations, and the downtown streetscape plan.

Open Item #7: Submittal of a plan for the required parkway tree replacement and sidewalk work is required.

Open Item #8: Submittal of a landscape plan showing the existing and proposed landscaping is required.

Open Item #9: Discuss whether to incorporate a white or brown/tan color cornice.

Open Item #10: Discuss the proposed architectural appearance of a 1-story addition on a 3-story building and the possibility of setting a precedent for other notable building downtown sites.

Open Item #11: Discuss the proposed site layout and the resulting five-foot unlit and non-landscaped alleyway that will be present between the buildings.

Open Item #12: Plans will need to be revised based on final staff review comments.

Open Item #13: Discuss the potential signage impact of any future tenant changes and the possibility of a condition prohibiting an exterior sign from being placed on the addition.

The consensus of Plan Commission was not supportive of the aesthetics of the one-story addition on the existing three-story mixed-use building. The Commission vocalized the addition is not consistent with the Legacy Code requirements and the addition did not appear balanced on the existing structure and looked "tacked-on". While there are other examples of one-story structures nearby that exist prior to the Legacy Code, Staff stressed that the Legacy Code and Plan focuses on avoiding these type of non-compliant additions.

There were also many concerns expressed about how this would affect and set a precedent for other existing and proposed buildings in the Downtown area and along Oak Park Avenue in the future. Ownership issues due to the retained ownership of the Commercial Property Owners Association was another concern expressed by the Commission due to the potential future issues with property control, taxes, and maintenance costs of the space. The Commission was appreciative of the Petitioner looking to expand their location but recommended that the Petitioner work with the residential condominium owners to propose a three-story addition, expand within the current building's footprint or find another location in the downtown area that provides them more space. The Petitioner has not provided revised plans or correspondence since the Plan Commission workshop meeting and all open items remain. Conditions are in the motion to address these open items in the event the requests are approved.

CHAIRMAN GRAY asked for comments from the Commissioners.

COMMISSIONER ENGEL noted he looked at the open patio area that is not being used makes sense for an addition. I would like to see a rendering showing the whole area with the adjacent buildings in view.

COMMISSIONER MANI noted this addition architecturally looks awkward. His reservation is setting a precedence.

COMMISSIONER AITCHISON noted this is a better utilization of the space. She would like to see a rendering with a white cornice. This is a unique situation and space and this area is not big enough to add on condos. It would be cleaner if this area was purchased to clear up reservation as to what happens in the future.

COMMISSIONER GASKILL noted he is totally against this. There is no reason to throw away the whole Legacy Code. The Association should be made to clean up the patio area. This meets none of the Codes.

COMMISSIONER STANTON noted he was not at the workshop but did watch the video and he was disappointed to see a long time business of Tinley Park and how it was made difficult for them. Vroegh Eye care wants to invest in our community by expanding the business and it is a sales tax generator not just service based. We should find a way for this to work as well as for other businesses. It was mentioned that this does not fit the Legacy Code. The members of the Committee has been reviewing the Legacy Code to determine if it is doing more harm than good. Several Oak Park Avenue business owners have argued that this is one of the reasons that the downtown corridor has not developed into what residents expected. The Legacy Code is not working and it is too restrictive given the other burdens that the businesses have. As far as the aesthetics of the building, we want to make sure the building is beautiful as the existing building. He would like to thank Vroegh Eye care for the past decade doing business in Tinley Park.

CHAIRMAN GRAY noted he echoes what COMMISSIONER GASKILL says in terms of the planning we have been doing at the Commission the past few years for the plans for downtown in regards to the Legacy Code. This does not fit in in terms of the lack of 3 stories and higher density. The architecture is fine, but having a one-story add on and the five variations needed – it does not fit in. With that said, there are long term goals in Tinley Park and this could set a precedent.

This is probably restrictive to some businesses. The ownership is another issue. Is this space going to be tied to the eye care business? Mr. Ritter replied this is a limited common element owned by the Association and it gives them the exclusive right to use it right now. This can be transferred among the units. There are only four commercial units. If the Association came in to demo it, they are the owner of the property and can do that. There may be a private agreement, but for us we would look at the owner of the unit. Any changes to the site could be proposed by the POA or another owner. CHAIRMAN GRAY noted it is possible that the owner's assn. could want a different use for this. Is there any concerns from the Commission regarding the ownership?

COMMISSIONER FIELDER noted the concern is that there are no plans to convert this addition if there was a change in ownership. They will build it, with no plans to convert it to a separate space. If a different business comes in and does not want the separate space, what will they do with it? Does this become a storage unit for other owners? If only one person uses it, it is not a common element any more. He is

struggling with it being the best use of this space. There is no other business that can fit in a 376 sq. ft. building. This is an empty unutilized space, but is there a better use for it?

COMMISSIONER ENGEL noted this is still a common use area and would the tenant at the other end of the building use it as a patio for the restaurant. This is pretty much tied into the eye care business. The downtown core zoning is allowed to not meet some of the codes. KIMBERLY CLARKE, COMMUNITY DEVELOPMENT DIRECTOR replied that this would not apply to an addition. The addition does have to comply with the codes.

COMMISSIONER GASKILL noted they are proposing a use for this today that meets none of the codes. It will stick out like a sore thumb.

Mr. Ritter noted Dr. Vroegh has an agreement to cover all the costs with the use side of this, but what does this become in the future.

COMMISSIONER ENGEL noted this could be sold to another tenant and they could put a door on it. All the utilities are coming out of the existing building. Mr. Ritter replied if the current business files for bankruptcy, then what happens to it. Will this become storage or a single office, how will they get utilities in it? The recommendation is to split this off a separate PIN and sell to that unit owner and combine it with the current unit. There would still be concerns about the aesthetics.

CHAIRMAN GRAY asked the Petitioner to speak.

Mr. Courtney, Attorney for the Petitioner asked for statements from Lisa LaFevre who is in favor of the project and is in business with Vroegh in the building. She read a letter from Theresa Nolan who is in the unit where the Chamber is housed. The letter states that Vroegh Family Eye care has had an impact on Tinley Park. They are a long standing business in the downtown area and are well known throughout the community. Many of the clients live in and around the Tinley Park area. They are an active Chamber member and attend several meetings and support many of the other business owners. They hope to see Vroegh Family Eye Care stay in the Tinley Park area for years to come.

She also received an email from Brian Carlson that is an owner of one of the residential condos. He is voicing his approval of the addition.

Mr. Courtney noted he would be willing to merge the units with an amended plat approved by the majority of the owners. This existing business wants to stay in the Village. He submitted his documents to Atty. Connelly who had no objections

This building was constructed prior to the Legacy Code. The architect came up with the plan and made it compatible with the existing building. This should be approved based on the appearance and the small size of the addition. There is no impact on drainage. It improves the overall appearance of the area. Leaving this area as a vacant common element makes no sense at all. There are things that can be done to work with the planning department. Many of the other requirements are extremely expensive. The main issue is the three-story building and there is flex in the code.

Mr. Ritter noted that Attorney Connelly reviewed the application in terms of ownership and did not review it in terms of whether this was a good idea or did they have the right to pursue this application.

Kathie Wyman and her husband owners of Wyman's (next door) noted she has had her business for 46 year in Tinley Park.

She likes the three-stories in the downtown area. The patio space next door is an eyesore. We take care of the landscaping because no one knows who owns it. The tree is hitting our building – it is too close. I have

seen too many businesses come and go in the downtown area. Originally we thought the downtown area was going to be like my building and Teehans keeping it historical. It has worked out fine. I do not want to see a business leave Tinley Park. I am glad that some of the old structure being taken down. Dr. Vroegh has brought business to me. The previous owner never used the space and we would be glad to have someone who wants to stay in the Village. This is not an add-on like Teehan's add-on this looks like it is part of the existing building. We need to make it friendlier for businesses to come here. There have been businesses that have tried to come into this community and they have not been welcomed. Mr. Wyman note he thought the building would look better with the addition on it. The tree that is there is terrible. The business owners here are all supporting this project.

Cam, from the Apothecary Pharmacy noted we need to be in support of this business owner.

Attorney Courtney noted the biggest problem is the fact that this is not three-stories. We are willing to amend the plat and include this as part of the floor area of the existing unit. We are hoping you will consider our comments and recommend approval on this project.

Ms. Clarke noted this was not developed under a Planned Unit Development. It was developed under H-1 zoning district at the time.

COMMISSIONER STANTON, seconded by COMMISSIONER ENGEL made a Motion to continue this Public Hearing to the next meeting on August 15, 2019.

AYES: MANI, GASKILL, FIELDER, AITCHISON, ENGEL, STANTON AND CHAIRMAN GRAY

NAYS: NONE

CHAIRMAN GRAY declared the Motion unanimously approved.

Mr. Ritter inquired as to the reason for the continuation.

COMMISSIONER ENGEL replied he would like to see the rendering showing the Wyman building in the view.

Mr. Ritter would give this to the architect to make those changes.

COMMISSIONER MANI would like to see the addition set back an additional 1.22 feet to make it more aesthetically pleasing.

COMMISSIONER FIELDER would like to see something from the Association regarding the uses limited common elements. He would like to see what this encompasses. If this get approved, he would like to see how many other buildings this would affect. We need to be very careful regarding the type of ownership. Mr. Ritter replied he would clarify this at the next meeting.

COMMISSIONER STANTON agrees.

CHAIRMAN GRAY agrees with the need for an extended rendering. He also inquired if there was a way to get any pitch to the roof to offset some of the visual height difference.

Dr. Vroegh inquired if COMMISSIONER MANI wanted the building set back further than the current plan. COMMISSIONER MANI replied that he did think it would be more aesthetically appealing if it

was set back further to match the business to the north of the eye care unit. Dr. Vroegh replied he would try to change the set back and the roof line.

CHAIRMAN GRAY noted this item would be continued to the next meeting on August 15, 2019

#### TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

#### FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

#### SUBJECT: MINUTES OF THE AUGUST 15, 2019 REGULAR MEETING

Item #2PUBLIC HEARING: JAMES VROEGH/PARK OAKS COMMERCIAL CONDO<br/>ASSOCIATIONADDITION, 17322 OAK PARK AVENUE – SITE PLAN AND VARIATIONSThe Petitioner, James Vroegh (Authorized Agent), on behalf of Park Oaks Commercial<br/>Condominium Association (Owner) is seeking the following Variations to permit the<br/>construction of a 376 sq. ft. 1-story addition on an existing 3-story Park Oaks<br/>Condominium mixed-use development on the property located at 17322 Oak Park Avenue<br/>in the DC (Downtown Core) Zoning District

Present were the following:

Plan Commissioners:	Garrett Gray, Chairman Tim Stanton Eduardo Mani Lucas Engel Angela Gatto MaryAnn Aitchison James Gaskill Curt Fielder – Arrived at 7:26 Stephen Vick
Absent Plan Commissioner(s):	None
Village Officials and Staff:	Kimberly Clarke, Community Development Director Paula Wallrich, Planning Manager Michael Mueller, Village Trustee Douglas Spale, Village Attorney Patrick Connelly, Village Attorney Barbara Bennett, Commission Secretary
Guests:	Thomas Courtney, Petitioner Attorney James Vroegh, Petitioner

A motion was made by COMMISSIONER GATTO, seconded By COMMISSIONER ENGEL, to open the Public Hearing for James Vroegh/Park Oaks Commercial Condominium Association Building Addition located at 17322 Oak Park Avenue. The Motion was approved by voice call. CHAIRMAN GRAY declared the Motion approved.

CHAIRMAN GRAY noted that Village Staff provided confirmation that appropriate notice regarding the Public Hearing was published in the local newspaper in accordance with State law and Village requirements.

CHAIRMAN GRAY requested anyone present in the audience, who wished to give testimony, comment, engage in cross-examination or ask questions during the Hearing stand and be sworn in.

Kimberly Clarke, Community Development Director gave a presentation as noted in the Staff Report. Ms. Clarks noted this is a continued hearing from the August 1, 2019 Plan Commission Meeting. The Petitioner, Dr. James Vroegh (Authorized Agent), on behalf of Park Oaks Commercial Condominium Association (Owner) is seeking Variations to permit the construction of a 376 sq. ft. 1-story addition of 23.5 feet by 16 feet in size on the existing patio area of an existing 3-story Park Oaks Condominium mixeduse development on the property located at 17322 Oak Park Avenue in the DC (Downtown Core) Zoning District.

Ms. Clarke noted there were comments in favor of the request at the last meeting noting that there was not much left that could be done with this space if there was not an addition to the building. There were also other comments that expressed concern about the one-story addition and how it looked on the streetscape and that it was not in compliance with the Legacy Code requirements. At the last meeting the Commission requested the applicant make some revisions. Ms. Clarke displayed renderings of the revisions including a change to the roof line. The addition was also setback from the adjacent building approximately 2 feet to align more with the next door Wyman's storefront. She noted that the roof parapet does blocks the view from the two windows on the second floor residential unit. She recommended the Commission discuss this further and noted that there should be an opportunity for the residential unit owners to comment on it since they were not aware of this change in roof design that has potential to block their view.

The building setback is noted in the revised rendering but the site plan was not updated. The revised dimensions of the addition is now 22 feet by 16 feet resulting in a total area of 352 sq. ft. in size. This also changes the variation for the commercial space depth. They have also added a door on the south side of the addition that opens up into the alley.

Ms. Clarks noted that the Commissioner's had questioned if approval of this Variation could be applied to other properties in the downtown. This list was not compiled because it would essentially include every property in the downtown. Some properties with similar conditions are Springfort Hall and the PASS/Crack the Code building, existing historic buildings such as Ed & Joes, Holstein's, Teehan's and Mickey's as well as future developments such as The Boulevard at Central Station, Bremen Station and Encore Crossing (North Street).

Ms. Clarke displayed renderings of how the addition will look in relation to adjacent buildings She also presented a view of the parapet of the roof front to back. The floor plan will house a break room, an exam room and a dispensary.

CHAIRMAN GRAY asked for comments from the Commissioners.

COMMISSIONER AITCHISON noted she liked the new renderings. She does not like the view being obstructed for the residential unit. The biggest objection is the ownership of the area. If the Petitioner was able to own this spot, she would be more apt to be open to the idea.

COMMISSIONER GASKILL noted he does not think it is a good use of the property. He does not think the addition looks nice. The setback of the building looks worse than it did before. It looks more like a shed.

COMMISSIONER STANTON doesn't think it looks that bad. He would like to see the gangway have an agreement for maintenance. He inquired if Dr. Vroegh got formal approval from the homeowners and the businesses in the building, He also asked if he does not get approval for this addition, would he be moving his business out of Tinley Park. Dr. Vroegh replied there is unanimous approval from the residential units and 3 of 4 approvals from the businesses. Dr. Vroegh replied that currently the overflow patients are being sent to Orland Park and he would continue to do that. COMMISSIONER STANTON inquired if there

would be additional cost to the other owners in the building. Dr. Vroegh replied it would not increase the taxes and he did not want to have an appraisal of the property down because it could trigger a property tax increase. He stated that he doesn't want to go through an ownership change for this reason.

CHAIRMAN GRAY noted the Limited Common Element is owned by the 4 commercial owners. Dr. Vroegh noted that is correct. He also noted he does not want to block the windows above.

COMMISSIONER ENGEL likes the drawing showing the streetscape and it gives a better perspective. He does not like the addition of the door to the alley. Dr. Vroegh replied he also does not prefer the door.

COMMISSIONER MANI noted he like the additional setback. This is still against the Legacy Code and it sets a precedent.

COMMISSIONER VICK likes the new drawings. The biggest problem is setting the precedence. This looks weird and does look like a shed.

COMMISSIONER GATTO agrees with the other Commissioners about the ownership. She had previous experience with this. She has read the 1<sup>st</sup> amendment declaration of the Condo Association. Not one owner signed this and it was not filed with the Recorder of Deeds. Mr. Courtney replied this was an action of the Board of Directors and does not require each individual to sign it. The Board members have the power to amend. He would like to address the ownership issue. A condo owner only owns a percentage of the building. The occupancy under the law grants separate use for each of the spaces. Any condo building has separate reassigned spaces. The owners buy their air space and have the right to do things inside the unit. This space could have been completed as part of the commercial units. Dr. Vroegh already owns an interest in the footprint, just like he does of the common elements that he occupies.

CHAIRMAN GRAY noted that from the bylaws of the Park Oaks Condominium Association, Article III #4, Transfer of Common Limited Elements, - states the use of the Limited Common Elements may be transferred between unit owners at their expense provided that the transfer may be made only in accordance with condominium instruments and provisions of the act. Each transfer shall be made by an amendment to the declaration executed by <u>ALL</u> unit owners who are party to the transfer and consent to by ALL the units who have the right to use the Limited Common Elements affected.

On the last page it states the Board of Directors of the Park Oaks Commercial Condominium and the consent of ALL the owners of the condominiums, herein referred to as the Association. He agrees with some of the Commissioners that you do not have the consent of all the Commercial owners.

CHAIRMAN GRAY read a letter to the Commission dated August 15, 2019 from Chiropractic Wellness of Tinley Park.

To Whom It May Concern:

I am the owner of the business condo unit at 17314 Oak Park Avenue. I am a chiropractor with a practice that operates out of the above location. I have been approached multiple times by Dr. James Vroegh, as well as his attorney, Thomas Courtney, in attempts to persuade me to approve an addition being built on our building's common element.

I am strongly opposed to this construction taking place for several reasons. I am concerned about parking, the appearance of the addition, and an increase in my property taxes.

Parking is already limited in our shared public parking lot, which is owned by the Village of Tinley Park. I am concerned that extra retail space will created a bigger demand for parking, which is already limited at times due to the building's upstairs resident, the businesses in the building and especially the customers of Ed and Joes.

I am also very concerned about the appearance of our building being altered. In my opinion, a three story building should not have a one-story addition on one side. It is also my understanding that the Legacy Code of Tinley Park prohibits the construction of new one-story buildings in the Downtown area of Oak Park Avenue.

The proposed building addition would be placed on the common element of our building. According to our business condo association bylaws (which he just read), this common element belong to all four condo owners. An increase in building square footage will cause an increase in taxes. I am unwilling to be held responsible for any additional tax expense. Dr. Vroegh has announced his retirement within the next year or so, and I am not interested in assuming any financial burden that he may leave me with when he leaves his practice.

I firmly oppose the construction of any structure being built on our building's common element.

Thank you, Dr. Jeffrey R. Hoekstra Chiropractic Wellness of Tinley Park

Mr. Courtney noted with that said they are not transferring Limited Common Elements so the signatures are not necessary. In the declaration there are two permissions that establish the right to improve that. In the declaration for the space in particular for improvements it actually contemplated improvements to the Limited Common Element. He noted they took it a step further and felt it was important to have the owners on board to know what is going on and the bylaws were amended. Dr. Vroegh already owns these Limited Common Elements. He has exclusive right. He could put a wall up around those Limited Common Elements. Dr. Hoekstra talked about added tax on parking and all they are going to do is enhance their current space. They are doing nothing to add employees. In terms of scheduling there is no additional impact. When you look at the building, the beauty is in the eye of the beholder. The architect did a significant change to the flat roof and it is not my job to comment on how it looks and what it was before. The window issue causes no decrease in the amount of light that goes to that unit. Yes the view is partially obstructed, but we don't know if there is any adverse effect on the ownership. The residential owners unanimously consented. We do not need everyone to sign the amendment, we only need the Board of Directors action on it. We respectfully submit that we don't need the consent of all the owners.

CHAIRMAN GRAY noted that in the workshop it was discussed that it would be cleaner if Dr. Vroegh was able to purchase that property. This way, down the line if any of the other three owners, who own 25% equally, would change it wouldn't be a problem. It could be a problem if you have a common element that others own a part of and they want to have a different use for it.

Mr. Courtney replied that they cannot do that. Condominium law assigns a Limited Common Element unless the bylaws are amended by all the owners, so they would not have any right to control it. That space would be owned and controlled exclusively by the adjoining unit. This would be correct if they were transferring it, but it is locked forever in the ownership of that unit.

CHAIRMAN GRAY inquired what the purpose was to send out a letter in October to all the owners to get signatures.

Mr. Courtney replied he did not send it out to get signatures. He only sent a letter to make them completely informed. There are no residential owners here tonight. He stated further that Dr. Hoekstra's letter parrots what the Plan Commission is saying. On the other hand, in terms of any tax changes, he did not want the building to be reassessed. If we transfer ownership or amend the floorplan and file an amendment to the survey, it will cause a reassessment. What we are doing will not. If the assessor looks at this unit now based on the floor area, there is nothing to prevent the assessor from now increasing the floor area and increasing the assessment. We don't want to record this area because it will trigger and will result in a reassessment. We hope you understand that this is simple the use of space by enclosing it, nothing else.

COMMISSIONER GATTO noted she understands that Dr. Vroegh has already sold the practice and plans to retire in a year. Mr. Courtney replied this is not common knowledge. Dr. Vroegh replied he sold the practice to Dr. Rosen but he is not retiring in one year.

COMMISSIONER GASKILL noted that the Applicant stated the addition would have no impact on traffic or parking because he is just using this for his own personal use of the business. However he wants the room to bring clients in so he does not have to send them to Orland Park. He stated this is conflicting. Dr. Vroegh replied the parking is not an issued as long as the people taking the train do not park in our lot. There is a line of cars using the lot and taking our parking up. Ideally we will get more patients but it will not be an issue if the people running to the train did not park there. Mr. Courtney replied the additional parking resulting from this addition would be minimal.

Ms. Lisa Laferre, Office Manager explained the need for the extra room. There is a machine that is called an OPTEST Machine that we use for imagery. We need the room for the use of this machine so patients will not have to wait. This will make the flow work better with the use of another room. We will be able to see more patients.

Ms. Clarke noted that when we receive a building permit, it is sent to the county and wouldn't that then cause an assessment as part of an addition to the building. Mr. Courtney replied that Common Elements are not taxed with the value of the land, they are taxed in the unit price itself. Those assessments share 25% of the unit itself, so in this case the assessment would share 25% of the value of the real estate. In this case the use of the Limited Common Elements is only going to impact the value of the unit. In this case Vroegh is paying about 30% of the lowest assessed unit out of the four units. This is an anomaly and it shouldn't happen but the assessor may have done it because he has an outside wall. This will not affect other owners. Paula Wallrich, Planning Manager replied that the building will have to have a new assessment as it is new construction. Mr. Courtney replied this will be like any other addition. If you put an addition on your house, they do not reassess it. In terms of cycle, your building permit would increase the value of this unit. There is no separate tax ID for this Limited Common Element. Ms. Wallrich noted she felt it will increase the taxes. Mr. Courtney replied most likely only for this unit, not the whole building.

CHAIRMAN GRAY noted he said "most likely". One of things we heard from the dissenter was that he was worried about the increase in taxes. There are no assurances unless you want to put something in writing and even then it would not be a wise thing to do. Mr. Courtney replied there are only two things in life that are true, death and taxes. It may not be fair but these unit owners will pay an assessed valuation of the fair market value that the assessor sees on their unit and will be taxed accordingly. This addition is like any addition and will be added on to this unit. When the assessor comes out he will most likely reassess this unit and will not have to reassess the other units. Yes the building permit will trigger a look at the assessed valuation. They will look at the amendment also and he would expect that this will not impact the other units.

COMMISSIONER FIELDER inquired if they have had any conversations with the assessor. The south suburbs will be reassessed within the next year. The reassessments of the properties on the north side have seen a large increase. They have been increased between 30% and 70% of the assessed value. He understands the concerns of the increased taxes irrespective if this goes through. He does not feel that Mr. Courtney can say this will not affect the other owners. If every owner has 25% interest then they have 25% responsibility on the taxes. If the assessor disagrees with the interpretation and decides to do it that way, he can.

COMMISSIONER FIELDER noted he was concerned about what other properties in the downtown doing the same thing. Just about every building on Oak Park Avenue could do this. Teehan's is tearing down their addition to comply with the code and then we will switch back and with this limited circumstance, sets a precedence and will start to creep into other buildings. We want businesses to expand but not at the expense of our downtown area. This is not something that should take place as it will cause problems down the line. Mr. Courtney replied this is a tiny footprint that could have been part of the original building. When you look at the drawing you will see it is an extension of the building foundation that is not improved and will not open the floodgates. This is a unique circumstance trying to develop the building that is already there. This predates the Legacy Code.

Ms. Clarke replied any new addition has to comply with the code and this is why they are asking for the Variations.

CHAIRMAN GRAY echoes the comments to not set a precedence.

CHAIRMAN GRAY asked for comments from the Public.

Ken Shaw commented that staff did an excellent job of outlining the major concerns are. Many of the issues are not relevant to the Plan Commission. There is more than enough to show it would be a complete disservice to the community if the Plan Commission voted to recommend approval. The ownership issue is not relevant to the Legacy Plan. If this project is recommended it would be a giant step backwards from the Legacy Plan. There are flaws in the Legacy Code but the Legacy Plan is solid. Taxes are not relevant. Parking is not relevant because the Legacy Code does not require any parking. The Plan Commission should be thinking more in consistency rather than precedence. Staff has done an excellent job of siting the Legacy Plan in the staff report. The Plan Commission must think long term. Enclosing the patio area is a net negative for the community and the downtown core. The Variations will alter the downtown core. This does not meet a single Standard for Variations. Everything is in the staff report.

COMMISSIONER STANTON mentioned that the patio area is not being maintained by the Village. Ms. Clarke replied that the patio does not belong to the Village and it is the pathway between the buildings. Mr. Shaw replied this is a property maintenance issue.

CHAIRMAN GRAY noted he agrees with many of Mr. Shaw's comments.

Kathy & Dan Wyman noted they are the business owner next door and feels the patio area has never been maintained other than by them. We are getting business from them. This is a wonderful idea for a business to expand. We understand the concerns, but we would hate to see a business leave the community. There will still be ample space to walk back between the buildings and it will be lighted. No one uses this space. All the other people in the building are for this except for the one.

A motion was made by COMMISSIONER STANTON, seconded By COMMISSIONER fielder, to close the Public Hearing for James Vroegh/Park Oaks Commercial Condominium Association Building Addition located at 17322 Oak Park Avenue. The Motion was approved by roll call.

## AYES: STANTON, ENGEL, MANI, GATTO, GASKILL, FIELDER, AITCHISON, VICK AND CHAIRMAN GRAY

NAYS: NONE

CHAIRMAN GRAY declared the Motion unanimously approved.

Ms. Clarke went through the Legacy Code Standards

- a. The proposed improvement meets the Legacy Plan and its Principles, as presented in Section 1.A-B: Purpose and Intent, of this ordinance;
  - 1. The proposed improvement does not meet the intent of the Legacy Plan or its principals.
- b. The new improvement is compatible with uses already developed or planned in this district and will not exercise undue detrimental influences upon surrounding properties.
  - 1. The improvement is not compatible with planned improvements in the downtown core that include the development of a street wall and removal of other one-story additions that do not accomplish the Legacy Plan's vision or principals.
- c. Any improvement meets the architectural standards set forth in the Legacy Code.
  - 1. While the addition extends the existing first-story architecture, the addition does not meet the architectural principals due to the minimum requirement of a three-story building along the primary frontage. While the addition of the roof element addresses concerns of the Commission regarding a consistent roof line it raises additional concerns regarding blocking or negatively impacting the view from the residential condo above the Vroegh Family Eye care unit.
- d. The improvement will have the effect of protecting and enhancing the economic development of the Legacy Plan area.
  - 1. The resulting tenant space will be utilized by the existing staff to have separate offices and a break area. While it may create a better working environment, the addition will not add additional visitors or tax generation as proposed. The space will remain under ownership of the Condo Association and will not be usable by a different tenant due to lack of separate utilities, entrances, restrooms and the small amount of space

Ms. Clarke went through the Standards for Variation

- 1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
- a. The property in question can yield a reasonable return meeting the current regulations. The property was originally constructed as it exists today, with a patio area that is in compliance with the Code and the intent of the original plan. The Petitioner purchased this property at market rate with the patio existing as a limited common element.
- 2. The plight of the owner is due to unique circumstances.
- a. Condo ownership is not a unique circumstance as it can be applicable to almost any building in the Village and Legacy District. The building was constructed with a uniform

and intentional design along with the existing patio area to remain under common association ownership. The Variations are not connected with any unique physical property characteristics.

- 3. The Variation, if granted, will not alter the essential character of the locality.
- a. The Variations if granted will alter the character of the Downtown Core and will not be consistent with recently approved and proposed projects within the district. The proposed addition does not comply with a number of the characteristics and goals outlined in the Legacy Plan, including the development of a consistent street wall along Oak Park Avenue.
- 4. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:
  - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
  - b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
  - c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
  - d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
  - e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
  - f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

**Motion 1 (Site Plan) -** COMMISIONER FIELDER, seconded by COMMISSIONER AITCHISON made a motion to grant the Petitioner, James Vroegh (Petitioner), on behalf of Park Oaks Commercial Condominium Association (Owner), Site Plan Approval to construct an approximately 352 sq. ft. one-story addition on an existing three-story Park Oaks Condominium mixed-use development located at 17322 Oak Park Avenue in the DC (Downtown Core) Zoning District, in accordance with the plans submitted and listed herein and subject to the following conditions:

- a) A Landscape Plan be submitted indicated all existing and proposed landscaping. Installation of a parkway tree as required by the Legacy Code and Village's streetscape plan shall be indicated on the plan.
- b) The engineering plans indicate placement of sidewalk at the location of the existing parkway tree in compliance with the Village Engineer's standards for public sidewalks.

- c) Plans are revised to install adequate lighting along the south side where an alley will be created in compliance with the Village lighting standards.
- d) Plans shall be revised to indicate a two foot setback of the front façade along Oak Park Avenue with updated grading and site plans.
- e) All final staff review and engineering comments shall be addressed.

AYES: STANTON, ENGEL

#### NAYS: MANI, GATTO, GASKILL, FIELDER, AITCHISON, VICK AND CHAIRMAN GRAY

CHAIRMAN GRAY declared the Motion DECLINED.

**Motion 2 (Variations)** - COMMISSIONER ENGEL, seconded by COMMISSIONER STANTON made a motion to recommend that the Village Board grant five Variations, as listed in the August 1, 2019 Staff Report, to the Petitioner, James Vroegh (Petitioner), on behalf of Park Oaks Commercial Condominium Association (Owner), at the property located at 17322 Oak Park Avenue in the DC (Downtown Core) Zoning District, in accordance with the plans submitted and listed herein and adopt Findings of Fact as proposed by Village Staff and recommended conditions as listed in the August 15, 2019 Staff Report.

- 1. A 2-story Variation from Section 2-A-9, Table 2.A.6 of the Legacy Code to permit a 1-story building addition on an existing 3-story building where the minimum building height is 3-stories.
- 2. A 28 foot Variation from Section 2-A-4, Table 2.A.1 of the Legacy Code to permit a commercial space that only has a depth of 22 feet instead of the required commercial space depth of 50 feet where street-level commercial is permitted.
- 3. A Variation from Section 3-B-6-a of the Legacy Code to permit a building addition with less than the required 60 percent of the street-level façade to be glazed.
- 4. A Variation from Section 3-B-7 of the Legacy Code to permit the building addition to not have brick or masonry where a new building or addition is required to consist of 75 percent brick, stone, or fiber cement siding.
- 5. A Variation from Section 3-B-8 of the Legacy Code to permit a building addition to be constructed that does not comply with the required Architectural Guidelines including, "A consistent style of architectural composition should be applied throughout a structure".

Subject to the following conditions:

- a) No signage shall be allowed on the exterior of the proposed building addition.
- b) All final staff review and engineering comments shall be addressed.
- c) The condition space will not be used for storage.

#### AYES: STANTON, ENGEL

#### NAYS: MANI, GATTO, GASKILL, FIELDER, AITCHISON, VICK AND CHAIRMAN GRAY

CHAIRMAN GRAY declared the Motion DECLINED.

This will be heard at the September 3, 2019 Village Board Meeting.

#### AGENDA - 12/3/2019,...

VILLAGE OF TINLEY...

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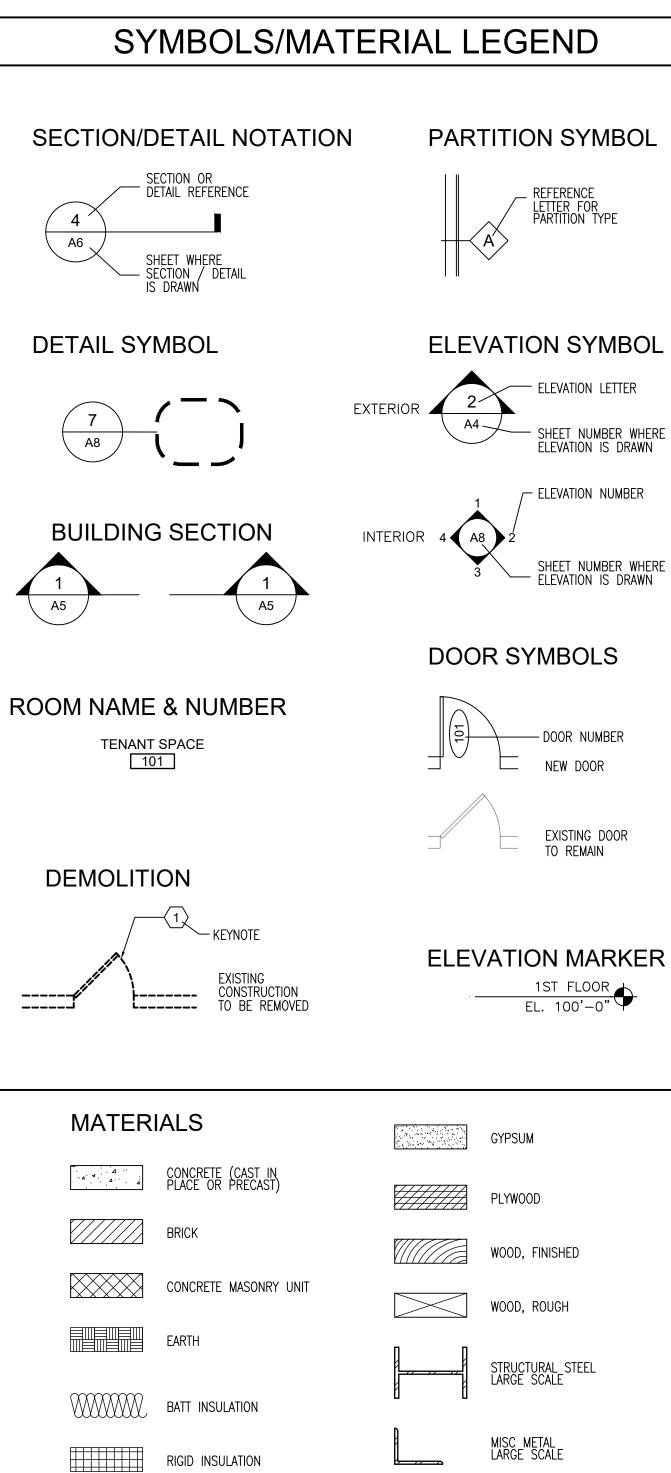
# **VROEGH FAMILY** EYECARE **ADDITION & ALTERATIONS 17322 OAK PARK AVE.** TINLEY PARK, IL 60477

# **ABBREVIATIONS**

AB	ANCHOR BOLT
ACT	ACOUSTICAL CLG TILE
AD	AREA DRAIN
ADDL	ADDITIONAL
ADJ	ADJUSTABLE
AFF	ABOVE FINISHED FLOOR
	ALUMINUM
	ANODIZED
APPROX	APPROXIMATELY
	ARCHITECTURAL
BD	BOARD
BETWN	BETWEEN
BLDG	BUILDING
BLK	BLOCK, BLOCKING
BM	BENCH MARK
BOT	BOTTOM
BRG	BEARING
BSMT	
	BASEMENT
BUR	BUILT-UP ROOFING
CAB	CABINET
CAR	CARPET
СВ	CATCH BASIN
CJ	CONTROL JOINT
CL	CENTER LINE
CLG	CEILING
CLR	CLEAR
CMT	CERAMIC MOSAIC TILE
	CONCRETE MASONRY UNIT
	CLEANOUT
COL	COLUMN
CONC	CONCRETE
CONT	CONTINUOUS
CP	CEMENT PLASTER
CT	CERAMIC TILE
CU	CUBIC
DEMO	DEMOLITION
DET	DETAIL
DIA	DIAMETER
DIM	DIMENSION
DF	DRINKING FOUNTAIN
DN	DOWN
DS	DOWNSPOUT
DWG	DRAWING
EA	EACH
EF	EACH FACE
EL	ELEVATION
ELEC	ELECTRIC
EP	EPOXY PAINT
EQ	EQUAL
EQUIP	EQUIPMENT
EWC	ELECTRIC WATER COOLER
EXIST	EXISTING
EXP	EXPANSION
	EXPANSION JOINT
EXF JI EW	EACH WAY
FD	FLOOR DRAIN
FDN	FOUNDATION
l FF	FIRE EXTINGUISHER
FE FEC	FIRE EXTINGUISHER FIRE EXTINGUISHER CABINET
FEC	FIRE EXTINGUISHER CABINET
FEC FHC	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET
FEC FHC FLR	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR
FEC FHC FLR FS	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE
FEC FHC FLR FS FT	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET
FEC FHC FLR FS	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE
FEC FHC FLR FS FT FTG	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING
FEC FHC FLR FS FT FTG GA	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE
FEC FHC FLR FS FT FTG GA GALV	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED
FEC FHC FLR FS FT FTG GA GALV GB	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED GYPSUM BOARD
FEC FHC FLR FS FT FTG GA GALV GB GL	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED GYPSUM BOARD GLASS
FEC FHC FLR FS FT FTG GA GALV GB GL GMU	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED GYPSUM BOARD GLASS GLAZED MASONRY UNIT
FEC FHC FLR FS FT FTG GA GALV GB GL GMU GST	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED GYPSUM BOARD GLASS GLAZED MASONRY UNIT GLAZED STRUCTURAL TILE
FEC FHC FLR FS FT FTG GA GALV GB GL GMU GST GP	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED GYPSUM BOARD GLASS GLAZED MASONRY UNIT GLAZED STRUCTURAL TILE GYPSUM PLASTER
FEC FHC FLR FS FT FTG GA GALV GB GL GB GL GMU GST GP GR	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED GYPSUM BOARD GLASS GLAZED MASONRY UNIT GLAZED STRUCTURAL TILE GYPSUM PLASTER GRADE
FEC FHC FLR FS FT FTG GA GALV GB GL GB GL GMU GST GP GR HC	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED GYPSUM BOARD GLASS GLAZED MASONRY UNIT GLAZED STRUCTURAL TILE GYPSUM PLASTER GRADE HOLLOW CORE
FEC FHC FLR FS FT FTG GA GALV GB GL GB GL GST GP GR HC HDCP	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED GYPSUM BOARD GLASS GLAZED MASONRY UNIT GLAZED STRUCTURAL TILE GYPSUM PLASTER GRADE HOLLOW CORE HANDICAPPED
FEC FHC FLR FS FT FTG GA GALV GB GL GB GL GB GL GST GP GR HC HDCP HDWD	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED GYPSUM BOARD GLASS GLAZED MASONRY UNIT GLAZED STRUCTURAL TILE GYPSUM PLASTER GRADE HOLLOW CORE HANDICAPPED HARDWOOD
FEC FHC FLR FS FT FTG GA GALV GB GL GB GL GMU GST GP GR HC HDCP HDWD HM	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED GYPSUM BOARD GLASS GLAZED MASONRY UNIT GLAZED STRUCTURAL TILE GYPSUM PLASTER GRADE HOLLOW CORE HANDICAPPED HARDWOOD HOLLOW METAL
FEC FHC FLR FS FT FTG GA GALV GB GL GB GL GMU GST GP GR HC HDCP HDWD HM HORZ	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED GYPSUM BOARD GLASS GLAZED MASONRY UNIT GLAZED STRUCTURAL TILE GYPSUM PLASTER GRADE HOLLOW CORE HANDICAPPED HARDWOOD HOLLOW METAL HORIZONTAL
FEC FHC FLR FS FT FTG GA GALV GB GL GB GL GB GL GB GL GB GL GP GR HC HDCP HDWD HM HORZ HP	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED GYPSUM BOARD GLASS GLAZED MASONRY UNIT GLAZED STRUCTURAL TILE GYPSUM PLASTER GRADE HOLLOW CORE HANDICAPPED HARDWOOD HOLLOW METAL HORIZONTAL HIGH POINT
FEC FHC FLR FS FT FTG GA GALV GB GL GMU GST GP GR HC HDCP HDWD HM HORZ HP HR	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED GYPSUM BOARD GLASS GLAZED MASONRY UNIT GLAZED STRUCTURAL TILE GYPSUM PLASTER GRADE HOLLOW CORE HANDICAPPED HARDWOOD HOLLOW METAL HORIZONTAL HIGH POINT HOUR
FEC FHC FLR FS FT FTG GA GALV GB GL GMU GST GP GR HC HDCP HDWD HM HORZ HP HR HT	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED GYPSUM BOARD GLASS GLAZED MASONRY UNIT GLAZED STRUCTURAL TILE GYPSUM PLASTER GRADE HOLLOW CORE HANDICAPPED HARDWOOD HOLLOW METAL HORIZONTAL HIGH POINT HOUR HEIGHT
FEC FHC FLR FS FT FTG GA GALV GB GL GMU GST GP GR HC HDCP HDWD HM HORZ HP HR HT HTG	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED GYPSUM BOARD GLASS GLAZED MASONRY UNIT GLAZED STRUCTURAL TILE GYPSUM PLASTER GRADE HOLLOW CORE HANDICAPPED HARDWOOD HOLLOW METAL HORIZONTAL HIGH POINT HOUR HEIGHT HEATING
FEC FHC FLR FS FT FTG GA GALV GB GL GMU GST GP GR HC HDCP HDWD HM HORZ HP HR HT	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED GYPSUM BOARD GLASS GLAZED MASONRY UNIT GLAZED STRUCTURAL TILE GYPSUM PLASTER GRADE HOLLOW CORE HANDICAPPED HARDWOOD HOLLOW METAL HORIZONTAL HIGH POINT HOUR HEIGHT HEATING HEATING / VENTILATION /
FEC FHC FLR FS FT FTG GA GALV GB GL GBU GST GP GR HC HDCP HDWD HM HORZ HP HR HT HTG HVAC	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED GYPSUM BOARD GLASS GLAZED MASONRY UNIT GLAZED STRUCTURAL TILE GYPSUM PLASTER GRADE HOLLOW CORE HANDICAPPED HARDWOOD HOLLOW METAL HORIZONTAL HIGH POINT HOUR HEIGHT HEATING HEATING / VENTILATION / AIR CONDITIONING
FEC FHC FLR FS FT FTG GA GALV GB GL GMU GST GP GR HC HDCP HDWD HM HORZ HP HR HT HTG	FIRE EXTINGUISHER CABINET FIRE HOSE CABINET FLOOR FAR SIDE FEET FOOTING GAUGE, GAGE GALVANIZED GYPSUM BOARD GLASS GLAZED MASONRY UNIT GLAZED STRUCTURAL TILE GYPSUM PLASTER GRADE HOLLOW CORE HANDICAPPED HARDWOOD HOLLOW METAL HORIZONTAL HIGH POINT HOUR HEIGHT HEATING HEATING / VENTILATION /

INSIDE DIMENSION INCL INCLUDING INFO INFORMATION INSUL INSULATION JOINT JT KDHM KNOCK DOWN HOLLOW METAL LAM AMINATE LINEAR LIN LOWER LEVEL LP LOW POINT LTWT LIGHT WEIGHT MAX MAXIMUM MC MINERAL CORE MECH MECHANICAL MEJ MASONRY EXPANSION JOINT MFR MANUFACTURER MANHOLE MH MINIMUM MIN MISC MISCELLANEOUS MASONRY OPENING MO MTD MOUNTED NIC NOT IN CONTRACT NLWT NORMAL WEIGHT NO NUMBER NOM NOMINAL NS NEAR SIDE NTS NOT TO SCALE 0C ON CENTER OUTSIDE DIAMETER OD OPNG OPENING OPP OPPOSITE PR PAIR PLATE ΡL PLAM PLASTIC LAMINATE PLAS PLASTER PLYWD PLYWOOD PT PAINT PIFRT PRESSURE IMPREGNATED FIRE RETARDANT TREATED QT QUARRY TILE R RADIUS REINF REINFORCED, REINFORCING REQD REQUIRED RD ROOF DRAIN RM ROOM RO ROUGH OPENING SC SOLID CORE SCHED SCHEDULE SEC SECTION SGT STRUCTURAL GLAZED TILE SHT SHEET SIM SIMILAR SM SHEET METAL SOG SLAB ON GRADE SP STARTING POINT SPEC SPECIFICATIONS SQ SQUARE STAINLESS STEEL SS STANDARD STD STL STEEL STRUC STRUCTURAL ST&V STAIN & VARNISH SUSPENDED SUSP T&B TOP AND BOTTOM THK THICK TYP TYPICAL UNO UNLESS NOTED OTHERWISE UNDERWRITERS LABORATORY UL VCT VINYL COMPOSITION TILE VENT VENTILATION VERT VERTICAL VEST VESTIBULE VIF VERIFY IN FIELD VOL VOLUME VINYL TILE VT W/ WITH WALL COVERING WC WOOD WD WALL HEATER WH W/0 WITHOUT

WWF WELDED WIRE FABRIC



UNDERBED MATERIAL

	<b>GENERAL NOTES</b>	BUILI	DING CODES
1	DO NOT SCALE DRAWINGS.	<ul><li>o ZONING</li><li>o BUILDING</li></ul>	VILLAGE OF TINLEY PARK ZONING ORDINANCE ICC INTERNATIONAL BUILDING CODE 2012 W/AMENDMENTS ICC INTERNATIONAL MECHANICAL CODE 2012 ICC INTERNATIONAL FUEL GAS CODE 2012
2	NOTIFY THE ARCHITECT OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH THE WORK. NOTES WHICH APPLY AT ALL SIMILAR CONDITIONS SHALL GOVERN WHETHER REPEATED OR NOT.		ICC INTERNATIONAL FOEL GAS CODE 2012 ICC INTERNATIONAL FIRE CODE 2012 W/AMENDMENTS ILLINOIS PLUMBING CODE 2014 EDITION ICC INTERNATIONAL ENERGY CONSERVATION CODE 2018 NFPA NATIONAL ELECTRICAL CODE 2011 W/AMENDMENTS VILLAGE OF TINLEY PARK BUILDING CODE AMENDMENTS
4	ALL WORK TO BE PERFORMED TO BE IN COMPLIANCE WITH ALL APPLICABLE CODES REGULATORY AGENCIES, STATUTES AND RECOGNIZED INDUSTRY STANDARDS.	• ACCESSIBILITY:	AMERICANS WITH DISABILITIES ACT OF 1990 ILLINOIS ACCESSIBILITY CODE 2018
5	ALL WORK SHALL BE PERFORMED IN A TRADESMAN-LIKE MANNER AND SHALL CONFORM TO THE BEST STANDARD PRACTICES OF THE TRADE INVOLVED.		
6	ALL PERMITS TO BE BY GENERAL CONTRACTOR		CODE ANALYSIS
7	ALL CONTRACTORS SHALL BE REQUIRED TO PURCHASE A BUSINESS LICENSE SHALL IT BE REQUIRED BY VILLAGE/CITY.		<b>DATA</b>

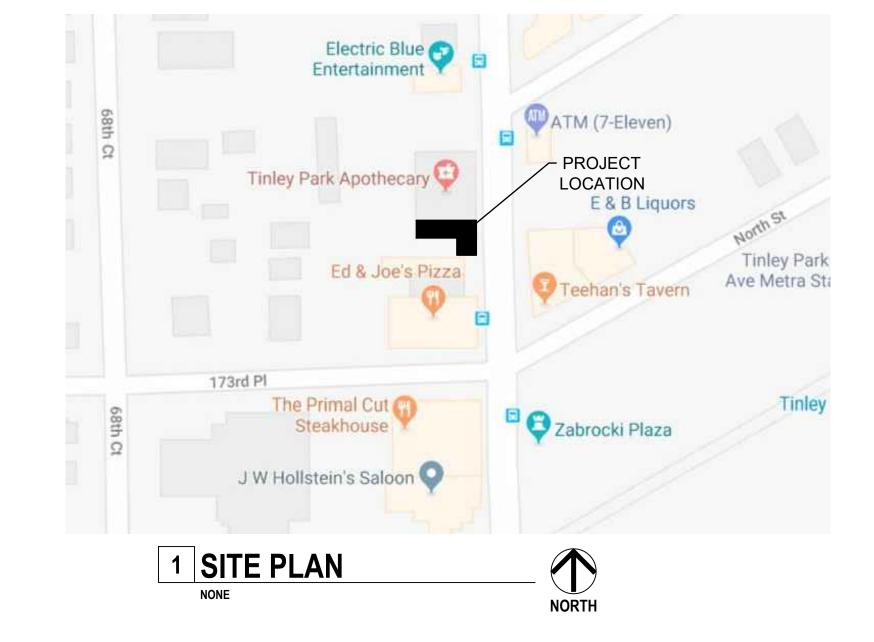
# SHEE<sup>-</sup>

NO.	SHEET 1
T1	COVER SHEET
T2	SPECIFICATIONS
AD1	DEMOLITION FLOOR & CI
AD2	DEMOLITION ELEVATIONS
A1	FLOOR & FURNITURE PL
A2	ROOF & REFLECTED CEI
A3	EXTERIOR ELEVATIONS
A4	DETAILS, ROOM FINISH A
S0	SPECIFICATIONS
S1	FOUNDATION & FRAMING
M1	HVAC PLAN
P1	PLUMBING PLAN – STOR
FP1	FIRE PROTECTION PLAN
E1	POWER & LIGHTING PLAN
E2	SCHEDULES AND NOTES

MISC METAL LARGE SCALE

Н

STRUCTURAL STEEL MISC METAL SMALL SCALE



IN	DE	EX

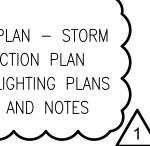
SHEET TITLE

FLOOR & CEILING PLANS ELEVATIONS

URNITURE PLANS FLECTED CEILING PLANS EVATIONS

OM FINISH AND DOOR SCHEDULES

NS & FRAMING PLAN

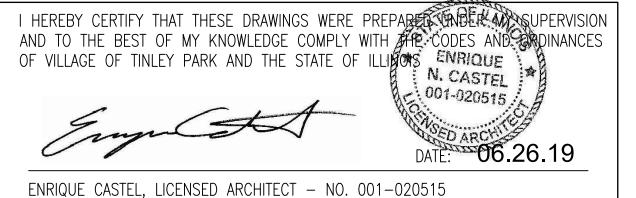


> PIN NUMBER		- 28-30-308-0	28-000
> ZONING CLASSIFICATION			
OCCUPANCY CLASSIFICATION			f
CONSTRUCTION TYPE			TYPE 58
> AUTOMATIC FIRE SUPPRESSION		<u>X</u> YES _	NC
> ALLOWABLE BUILDING HEIGHT			N
> ALLOWABLE BUILDING AREA			
·· ··· / · ···		-,-	00 Sq.Ft
INCREASE for OPEN PERIMETER INCREASE for SPRINKLER			//N 00 Sq.Ft
TOTAL ALLOWABLE S.F./FLOOR ––			•
> ACTUAL BUILDING AREA			
			49 Sq.Ft
OFFICE ADDITION		·	75 Sq.Ft
TOTAL ACTUAL AREA		۱, <i>۱</i>	'24 Sq.Ft
OCCUPANT LOAD AND EXIT CAPACITY CON OC	IPARISON CUPANT LOAD	EXIT CAP	ACITY
ADDITION (1/100)	18	36	
> STRUCTURAL FRAME			0 HOU
> BEARING WALLS			
EXTENSIO			0 HOU
INTENION			0 HOU
NON BEARING WALLS & PARTITIONS			0 11011
INTERIOR			0 1100
FLOOR CONSTRUCTION        ROOF CONSTRUCTION			0 HOU 0 HOU
FIRE WALLS			
• FIRE WALLS • FIRE BARRIERS			N
VERTICAL EXIT ENCLOSURES (STAIRS)			N
EXIT PASSAGEWAY			N
HORIZONTAL EXIT			N
INCIDENTAL USE AREAS			
STORAGE ROOMS (OVER 100 SQ.	FT.)		
			N
SHAFTS AND VERTICAL ENCLOSURES			0 HOU
FIRE PARTITIONS			
Direction of the Service Horizon			N. N
TENANT SPACES SEPARATIONS (COVER CORRIDOR WALLS	(ED MALL) 		
			1.1/
ROOF COVERING CLASSIFICATION			
TERIOR FINISH CLAS	SIFICATIC	)N	
WALLS & CEILINGS			
VERTICAL EXITS & EXIT PASSAGEWAYS			N
EXIT ACCESS CORRIDORS & OTHER E ROOMS AND ENCLOSED SPACES	XIIWAYS		(
NOOMS AND ENGLOSED SI NOLS			
			ULASS

NOTE TO BIDDERS:

LICENSE EXPIRES 11-30-2020

BIDDERS ARE TO VISIT THE SITE AND FAMILIARIZE THEMSELVES WITH EXISTING CONDITIONS AND SATISFY THEMSELVES AS TO THE NATURE AND SCOPE OF THE WORK. THE BASE BID SHALL REFLECT MODIFICATIONS TO SYSTEMS AND DEVICES REQUIRED BY STATE AND LOCAL CODES WHETHER INDICATED OR NOT ON CONTRACT DOCUMENTS. THE SUBMISSION OF A BID WILL BE EVIDENCE THAT SUCH AN EXAMINATION AND COMPLIANCE WITH GOVERNING CODES/REQUIREMENTS HAS BEEN MADE. LATER CLAIMS FOR LABOR, EQUIPMENT OR MATERIALS REQUIRED, OR FOR DIFFICULTIES ENCOUNTERED WHICH COULD HAVE BEEN FORSEEN HAD AN EXAMINATION AND CODE/REQUIREMENTS REVIEW BEEN MADE WILL NOT BE ALLOWED.



		ADDITION & ALTERATIONS	17322 S. OAK PARK TINLEY PARK
			Date
			Revisions / Submissions
06.26.19	02.21.18	02.07.18	lte No.
00	02	02	Date
REVISED PER VILLAGE/OWNER REVIEWS	ISSUED FOR PERMIT / BIDDING	ISSUED FOR OWNER REVIEW	Revisions / Submissions
	WN BY	:	No.
DATE	E	NC	
	IECT N		
2018-015 SCALE: AS NOTED			
	VING		
<b>T</b> 4			

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9,	
<u>SECTION 01700 - EXECUTION REQUIREMENTS</u> SUMMARY A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:	<u>SECTION 01731 — CUTTING AND PATCHING</u> SUMMARY A. This Section includes procedural rec
<ol> <li>Construction layout.</li> <li>Field engineering and surveying.</li> <li>General installation of products.</li> <li>Progress cleaning.</li> <li>Starting and adjusting.</li> <li>Protection of installed construction.</li> </ol>	QUALITY ASSURANCE A. Structural Elements: Do not cut ar capacity or load—deflection ratio. B. Operational Elements: Do not cut reducing their capacity to perform
<ul> <li>7. Correction of the Work.</li> <li>B. See Section 01770 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.</li> <li>EXAMINATION         <ul> <li>A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are</li> </ul> </li> </ul>	safety. C. Miscellaneous Elements: Do not cu change their load—carrying capacity, increased maintenance or decreased D. Visual Requirements: Do not cut a patching. Do not cut and patch co
not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work. 1. Before construction, verify the location and points of connection of utility services. B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed.	Architect's opinion, reduce the build patched in a visually unsatisfactory WARRANTY A. Existing Warranties: Remove, replace
<ul> <li>C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.</li> <li>1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.</li> <li>2. Examine roughing—in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.</li> <li>3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.</li> <li>4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates</li> </ul>	patching operations, by methods an MATERIALS A. General: Comply with requirements B. In-Place Materials: Use materials i in-place adjacent surfaces to the f 1. If identical materials are unavai
acceptance of surfaces and conditions. PREPARATION A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities	functional performance of in-pl EXAMINATION A. Examine surfaces to be cut and po 1. Compatibility: Before patching,
<ul> <li>having jurisdiction.</li> <li>B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.</li> <li>C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.</li> </ul>	in-place finishes or primers. 2. Proceed with installation only a PREPARATION A. Temporary Support: Provide tempo
<ul> <li>D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.</li> <li>CONSTRUCTION LAYOUT</li> <li>A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.</li> </ul>	<ul> <li>B. Protection: Protect in-place constr weather conditions for portions of F</li> <li>C. Adjoining Areas: Avoid interference</li> <li>D. Existing Utility Services and Mechani relocated, or abandoned, bypass sur</li> </ul>
<ul> <li>B. General: Lay out the Work using accepted surveying practices.</li> <li>1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.</li> <li>2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.</li> <li>3. Inform installers of lines and levels to which they must comply.</li> </ul>	PERFORMANCE A. General: Employ skilled workers to feasible time, and complete without 1. Cut in—place construction to pr subsequently patch as required
<ul> <li>4. Check the location, level and plumb, of every major element as the Work progresses.</li> <li>5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.</li> <li>C. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.</li> <li>D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.</li> </ul>	<ul> <li>B. Cutting: Cut in-place construction excavation, using methods least like procedures with original Installer; co</li> <li>1. In general, use hand or small and slots as small as possible, Temporarily cover openings whe</li> <li>2. Finished Surfaces: Cut or drill</li> <li>3. Concrete and Masonry: Cut us</li> </ul>
FIELD ENGINEERING A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations. B. Certified Survey: On completion of major site improvements, and other work requiring field—engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction.	<ul> <li>4. Mechanical and Electrical Servic and seal remaining portion of p</li> <li>5. Proceed with patching after cor</li> <li>C. Patching: Patch construction by fil other Work. Patch with durable searequirements specified in other Sect</li> </ul>
<ul> <li>INSTALLATION</li> <li>A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.</li> <li>1. Make vertical work plumb and make horizontal work level.</li> <li>2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.</li> </ul>	<ol> <li>Inspection: Where feasible, test</li> <li>Exposed Finishes: Restore exponentiation in a manner that</li> <li>Floors and Walls: Where walls floor and wall surfaces in the Remove in-place floor and wall</li> </ol>
<ol> <li>Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.</li> <li>B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.</li> <li>C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.</li> <li>D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.</li> </ol>	appearance. 4. Ceilings: Patch, repair, or reho appearance. 5. Exterior Building Enclosure: Pa D. Cleaning: Clean areas and spaces putty, and similar materials.
<ul> <li>E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.</li> <li>F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.</li> <li>G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.</li> </ul>	
<ol> <li>Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.</li> <li>Allow for building movement, including thermal expansion and contraction.</li> <li>Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.</li> <li>Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best</li> </ol>	
visual effect. Fit exposed connections together to form hairline joints. I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous. PROGRESS CLEANING A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas	
<ul> <li>where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.</li> <li>1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.</li> <li>2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.</li> <li>3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.</li> </ul>	
<ul> <li>B. Site: Maintain Project site free of waste materials and debris.</li> <li>C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.</li> <li>1. Remove liquid spills promptly.</li> <li>2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.</li> <li>D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or</li> </ul>	
<ul> <li>fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.</li> <li>E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.</li> <li>F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.</li> <li>G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into</li> </ul>	
<ul> <li>waterways will not be permitted.</li> <li>H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.</li> <li>I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.</li> <li>J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.</li> </ul>	
<ul> <li>STARTING AND ADJUSTING</li> <li>A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.</li> <li>B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.</li> <li>C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and</li> </ul>	
malfunctioning controls and equipment. PROTECTION OF INSTALLED CONSTRUCTION A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion. B. Comply with manufacturer's written instructions for temperature and relative humidity.	

CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Section 01731 "Cutting and Patching."
   1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly
- adjusting operating equipment. B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired. E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

includes procedural requirements for cutting and patching.

ments: Do not cut and patch structural elements in a manner that could change their load-carrying

lements: Do not cut and patch operating elements and related components in a manner that results in r capacity to perform as intended or that results in increased maintenance or decreased operational life or

Elements: Do not cut and patch miscellaneous elements or related components in a manner that could load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in intenance or decreased operational life or safety. ements: Do not cut and patch construction in a manner that results in visual evidence of cutting and o not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in

inion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and visually unsatisfactory manner.

anties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and rations, by methods and with materials so as not to void existing warranties.

mply with requirements specified in other Sections.

Iterials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match jacent surfaces to the fullest extent possible. cal materials are unavailable or cannot be used, use materials that, when installed, will match the visual and lal performance of in-place materials.

aces to be cut and patched and conditions under which cutting and patching are to be performed. ility: Before patching, verify compatibility with and suitability of substrates, including compatibility with

with installation only after unsafe or unsatisfactory conditions have been corrected.

upport: Provide temporary support of Work to be cut.

Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse ditions for portions of Project that might be exposed during cutting and patching operations. eas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

y Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

ploy skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest , and complete without delay.

lace construction to provide for installation of other components or performance of other construction, and ontly patch as required to restore surfaces to their original condition. in—place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including

using methods least likely to damage elements retained or adjoining construction. If possible, review proposed vith original Installer; comply with original Installer's written recommendations. al, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes

s as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. rily cover openings when not in use.

Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

cal and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug al remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting. with patching after construction operations requiring cutting are complete.

atch construction by filling, repairing, refinishing, closing up, and similar operations following performance of Patch with durable seams that are as invisible as possible. Provide materials and comply with installation specified in other Sections. on: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.

Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining tion in a manner that will eliminate evidence of patching and refinishing.

nd Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair I wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. in—place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and ice.

Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform

Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition. lean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, SECTION 01732 - SELECTIVE DEMOLITION

SUMMARY A. This Section includes the following:

1. Demolition and removal of selected portions of building or structure.

2. Salvage of existing items to be reused or recycled.

DEFINITIONS A. Remove: Detach items from existing construction and legally dispose of them off—site, unless indicated to be removed and salvaged or removed and reinstalled.

- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner.
   C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where
- indicated. D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply
- with hauling and disposal regulations of authorities having jurisdiction. C. Standards: Comply with ANSI A10.6 and NFPA 241.

PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- ). Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
- E. Storage or sale of removed items or materials on-site is not permitted.
   F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
- 1. Maintain fire-protection facilities in service during selective demolition operations.

WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

EXAMINATION

- A. Verify that utilities have been disconnected and capped.
   B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged. D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are
- encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect. E. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.
- F. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.G. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.

- B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
- 1. Arrange to shut off indicated utilities with utility companies.
- If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
- 3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

PREPARATION

- A. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
   B. Temporary Sharing: Provide and maintain sharing bracing and structural supports as required to preserve stability and
- B. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
- Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
   Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain
- portable fire—suppression devices during flame—cutting operations. 4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on
- supporting walls, floors, or framing. 5. Dispose of demolished items and materials promptly.
- B. Removed and Salvaged Items:
- 1. Clean salvaged items.
- Pack or crate items after cleaning. Identify contents of containers.
   Store items in a secure area until delivery to Owner.
- Store items in a secure area until delivery to Owner.
   Transport items to Owner's storage area designated by Owner.
- Transport items to Owner's storage area aesignated by Ow
   Protect items from damage during transport and storage.
- C. Removed and Reinstalled Items:
- Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
   Pack or crate items after cleaning and repairing. Identify contents of containers.
   Protect items from damage during transport and storage.
- 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
   D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition.
- When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain
   Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
   1. Comply with requirements specified in Division 1 Section "Construction Waste Management."
- B. Burning: Do not burn demolished materials.
   C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

SECTION 01770 - CLOSEOUT PROCEDURES

#### SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

Inspection procedures.
 Final cleaning.

## COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following.
   List items below that are incomplete in request.
   1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the
- Work is not complete. 2. Advise Owner of pending insurance changeover requirements. 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
- 4. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction
- photographs damage or settlement surveys, property surveys, and similar final record information. 5. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's
- name and model number where applicable. 6. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
- Complete startup testing of systems.
   Submit test/adjust/balance records.
- 9 Submit changeover information related t
- 9. Submit changeover information related to Owner's occupancy, use, operation, and maintenance. 10. Complete final cleaning requirements.
- 11. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Completion. On receipt of request, Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner will prepare the Certificate of Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Owner, that must be completed or corrected before certificate will be issued.
  1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or

#### LIST OF INCOMPLETE ITEMS (PUNCH LIST)

corrected.

A. Preparation: Submit two copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction.

#### WARRANTIES

- A. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual. 1. Bind warranties and bonds in heavy—duty, 3—ring, vinyl—covered, loose—leaf binders, thickness as necessary to
  - accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
- 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
- 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- B. Provide additional copies of each warranty to include in operation and maintenance manuals.

#### MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

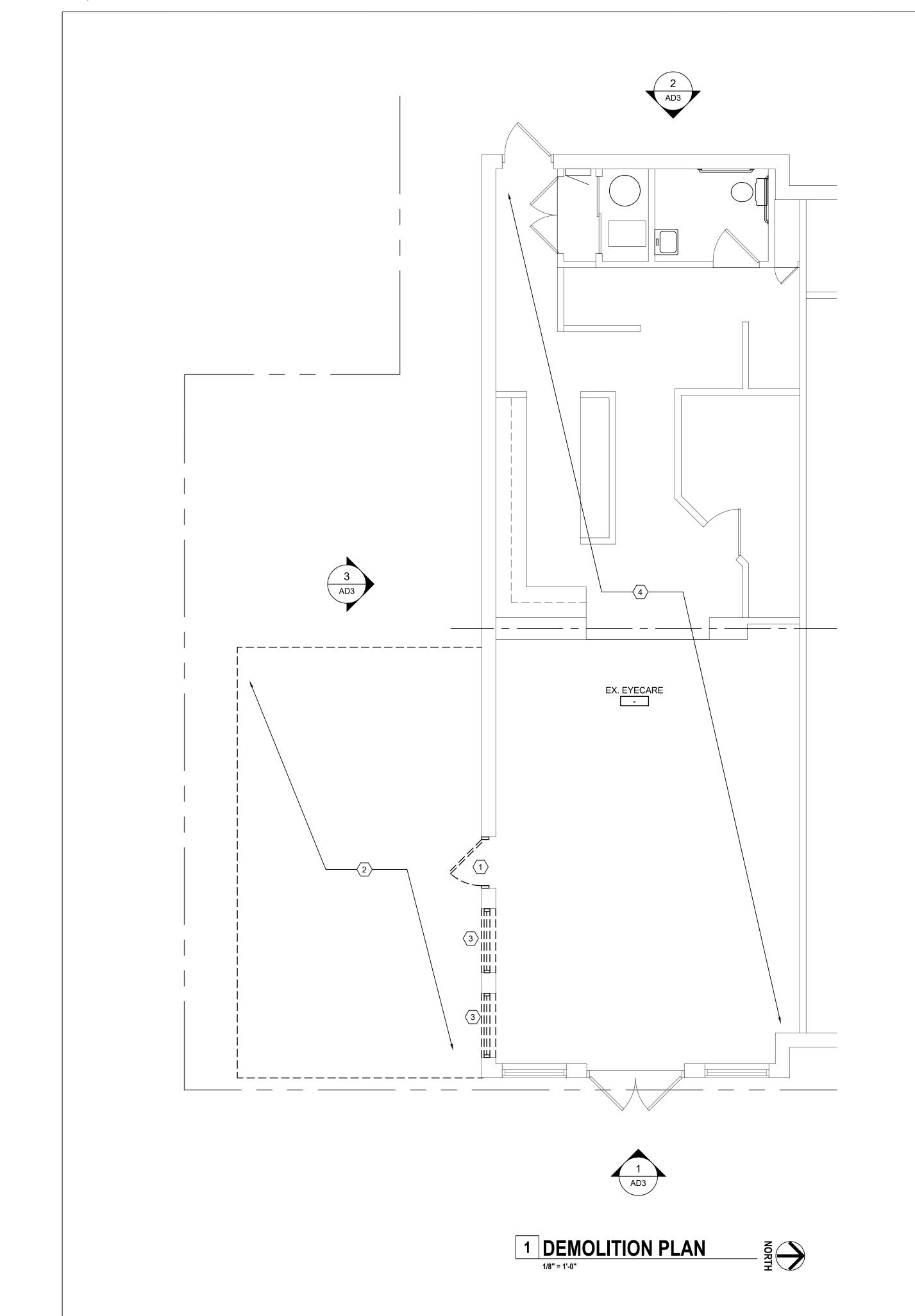
## FINAL CLEANING

- A. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
- Complete the following cleaning operations before requesting inspection for certification of Completion for entire Project:

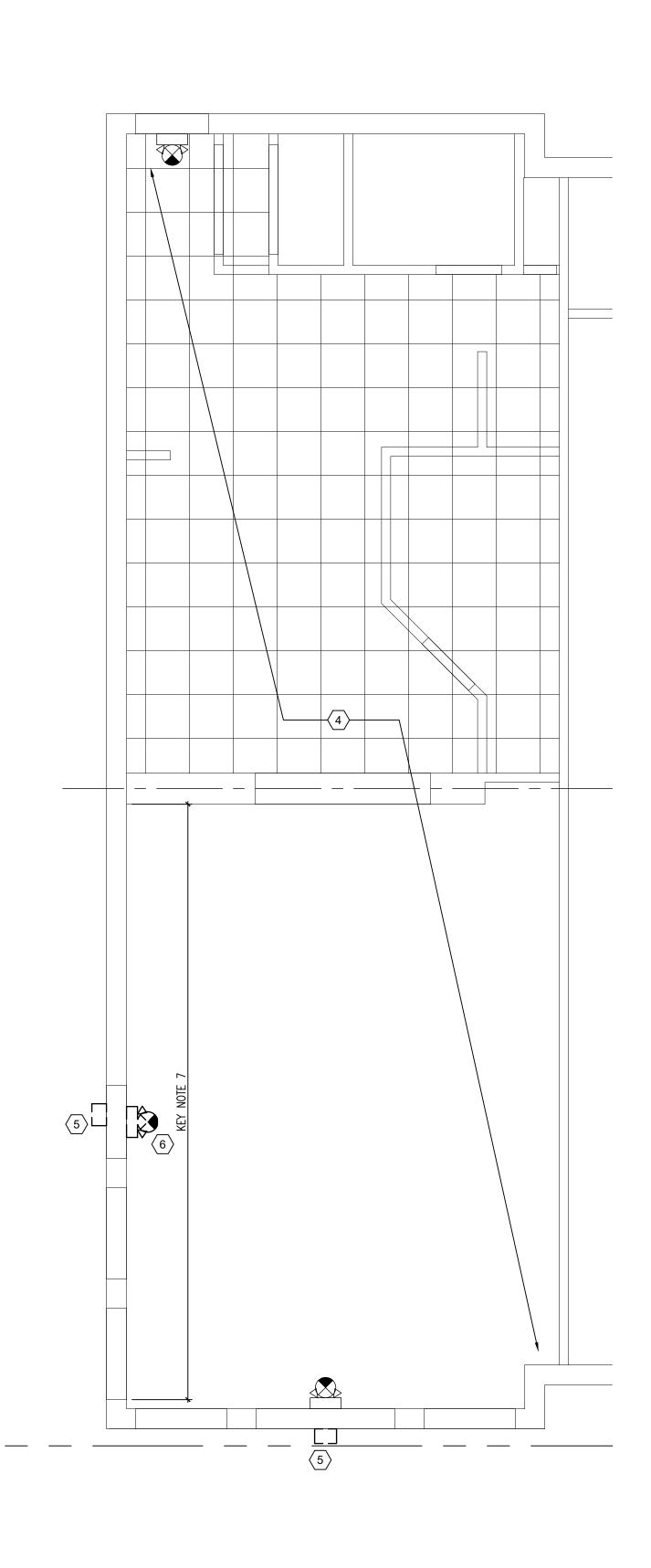
   Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
- b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits. c. Remove tools, construction equipment, machinery, and surplus material from Project site.
- d. Clean exposed interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign
- substances. Restore reflective surfaces to their original condition.
  e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- f. Sweep concrete floors broom clean.
- g. Clean transparent materials, including glass in doors and windows. Remove glazing compounds and other noticeable, vision—obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish glass, taking care not to scratch surfaces.
- h. Remove labels that are not permanent.
  i. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
- Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
   Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- Replace parts subject to unusual operating conditions.
- Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
   Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and
- n. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned—out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
- B. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

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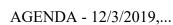
## **GENERAL DEMOLITION NOTES:**

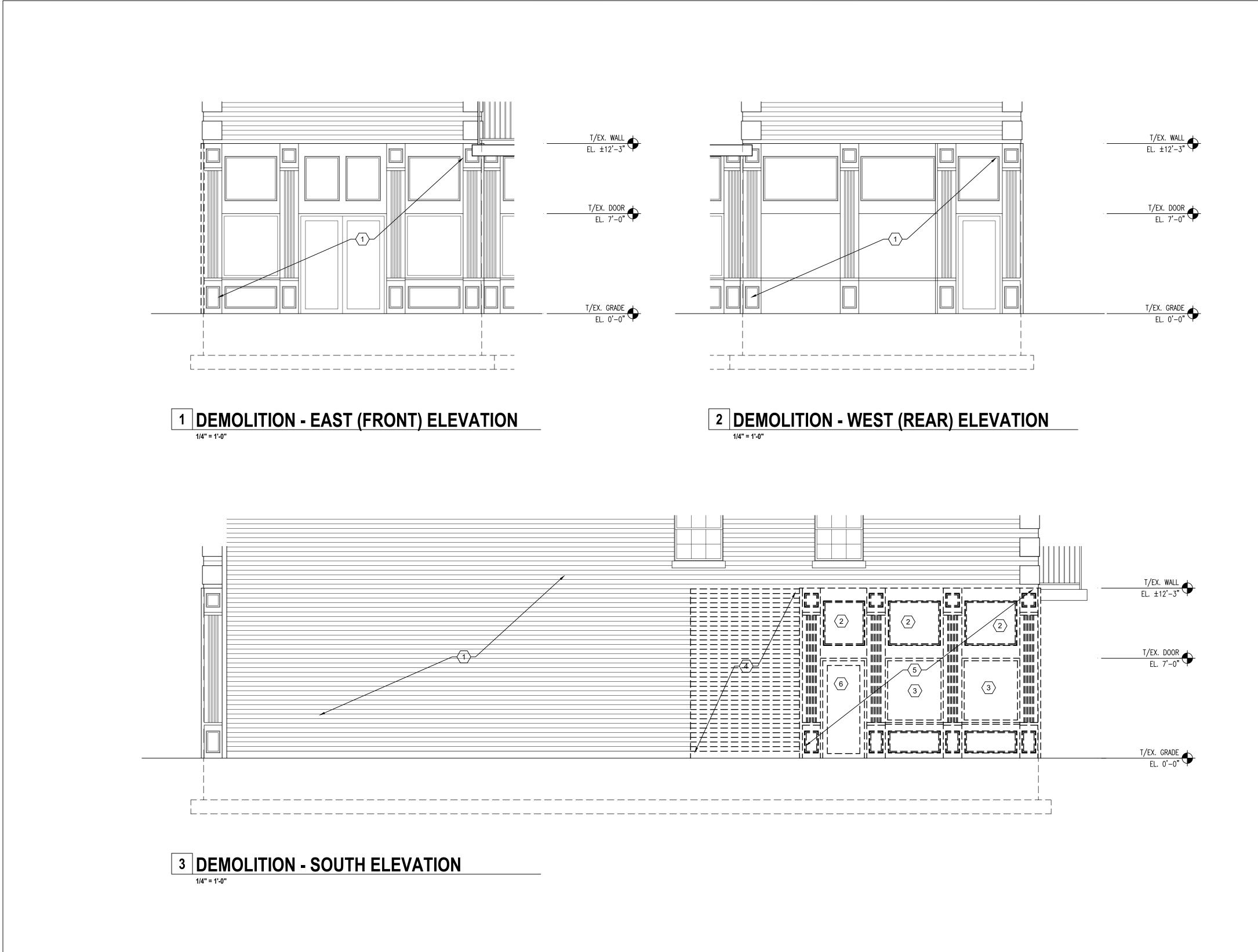
- 1. BEFORE ANY WORK PERTAINING TO THE INFORMATION CONTAINED ON THIS SHEET AND FOLLOWING DRAWINGS IS COMMENCED EACH CONTRACTOR SHALL VISIT THE JOB SITE AND MAKE THEMSELVES THOROUGHLY FAMILIAR WITH THE EXISTING CONDITIONS.
- 2. ALL HOLES IN WALLS, CEILING OR FLOOR SHALL BE PATCHED TO MATCH EXISTING AND FINISHED TO RECEIVE NEW FINISHES.
- PATCH HOLES IN MASONRY, CONCRETE OR DRYWALL WHICH RESULT FROM THE DEMOLITION.
- 4. VERIFY ALL EXISTING CONDITIONS.
- DURING CONSTRUCTION, APPROPRIATE PROTECTION AND FENCING SHALL BE PROVIDED AROUND THE AREAS OF WORK TO PREVENT THE GENERAL PUBLIC FROM ENTERING THE SITE.
- ROOFING CONTRACTOR TO VERIFY CONDITION OF EXISTING ROOF AROUND NEW PENETRATIONS. REPAIR AS NEEDED.
- 7. EXISTING OUTLETS TO REMAIN ON EXISTING WALLS TO REMAIN, U.N.O.
- 8. REMOVE AND DISPOSE OUTLETS ON WALLS TO BE REMOVED.
- 9. WHERE ELECTRICAL WORK TO BE REMOVED, ALL WIRING AND CONDUIT TO BE REMOVED TO PANEL. REMOVE EXISTING BREAKER.

### **DEMOLITION KEY NOTES:**

- $\left< \begin{array}{c} 2 \end{array} \right>$  REMOVE AND DISPOSE EXIST. CONC. SLAB
- $\langle 3 \rangle$  remove and relocate existing storefront window assembly
- $\langle 4 \rangle$  EXISTING TO REMAIN NO CHANGES, U.N.O.
- $\overbrace{5}$  REMOVE AND DISPOSE EXIST. WALL PACK LIGHT FIXTURE EXIST. J–BOX & WIRING TO REMAIN FOR NEW LIGHTING
- 6 REMOVE AND RELOCATE EXIST. EXIT/BATTERY LIGHT FIXTURE W/ALL ASSOCIATED ACCESSORIES
- $\fbox$  Modify electrical conduits above wall to allow for New Ductwork & Sprinkler work

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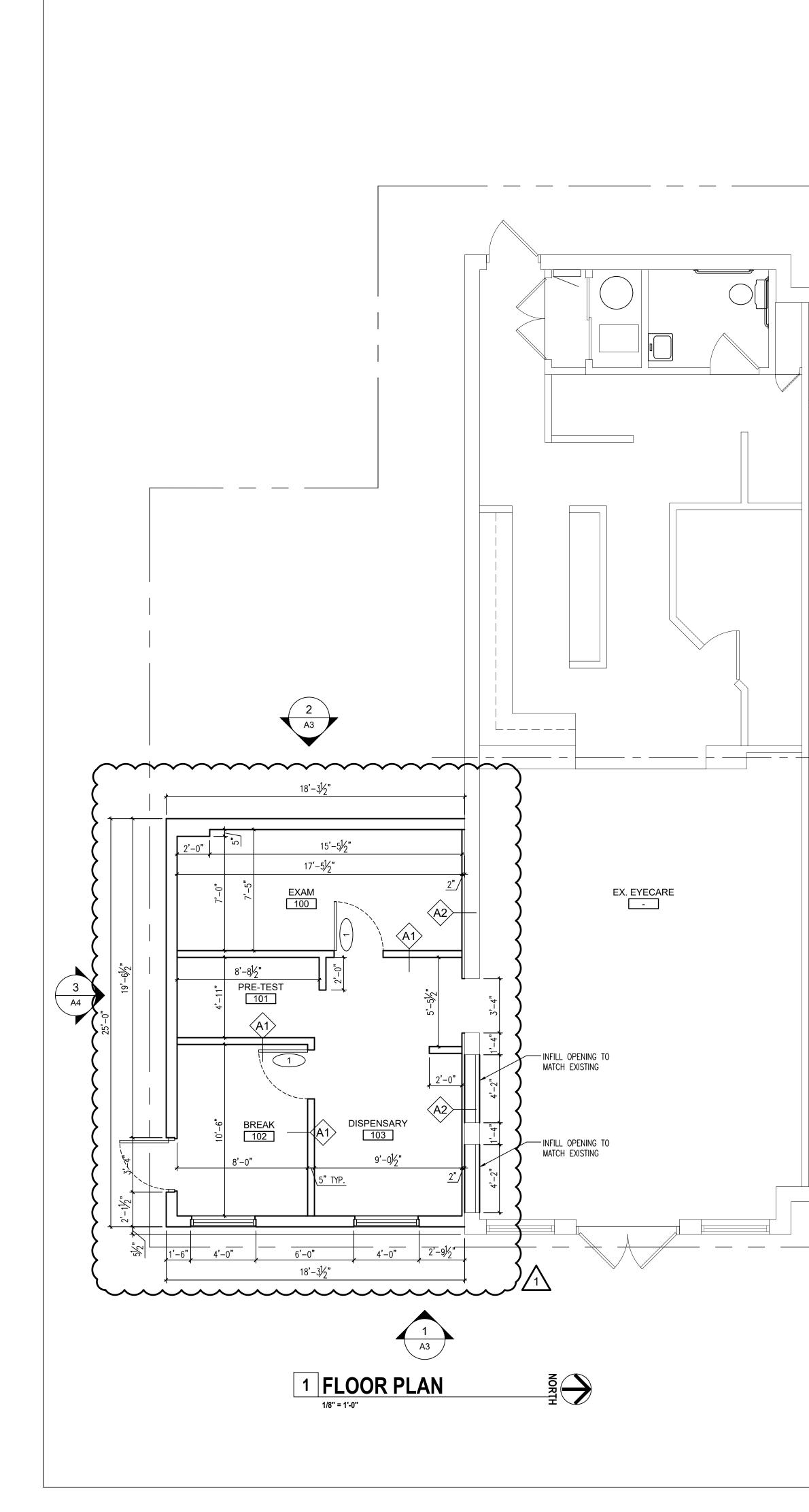
# **GENERAL DEMOLITION NOTES:**

- BEFORE ANY WORK PERTAINING TO THE INFORMATION CONTAINED ON THIS SHEET AND FOLLOWING DRAWINGS IS COMMENCED EACH CONTRACTOR SHALL VISIT THE JOB SITE AND MAKE THEMSELVES THOROUGHLY FAMILIAR WITH THE EXISTING CONDITIONS.
- ALL HOLES IN WALLS, CEILING OR FLOOR SHALL BE PATCHED TO MATCH EXISTING AND FINISHED TO RECEIVE NEW FINISHES.
- 3. PATCH HOLES IN MASONRY, CONCRETE OR DRYWALL WHICH RESULT FROM THE DEMOLITION.
- 4. VERIFY ALL EXISTING CONDITIONS.
- 5. DURING CONSTRUCTION, APPROPRIATE PROTECTION AND FENCING SHALL BE PROVIDED AROUND THE AREAS OF WORK TO PREVENT THE GENERAL PUBLIC FROM ENTERING THE SITE.
- 6. ROOFING CONTRACTOR TO VERIFY CONDITION OF EXISTING ROOF AROUND NEW PENETRATIONS. REPAIR AS NEEDED.

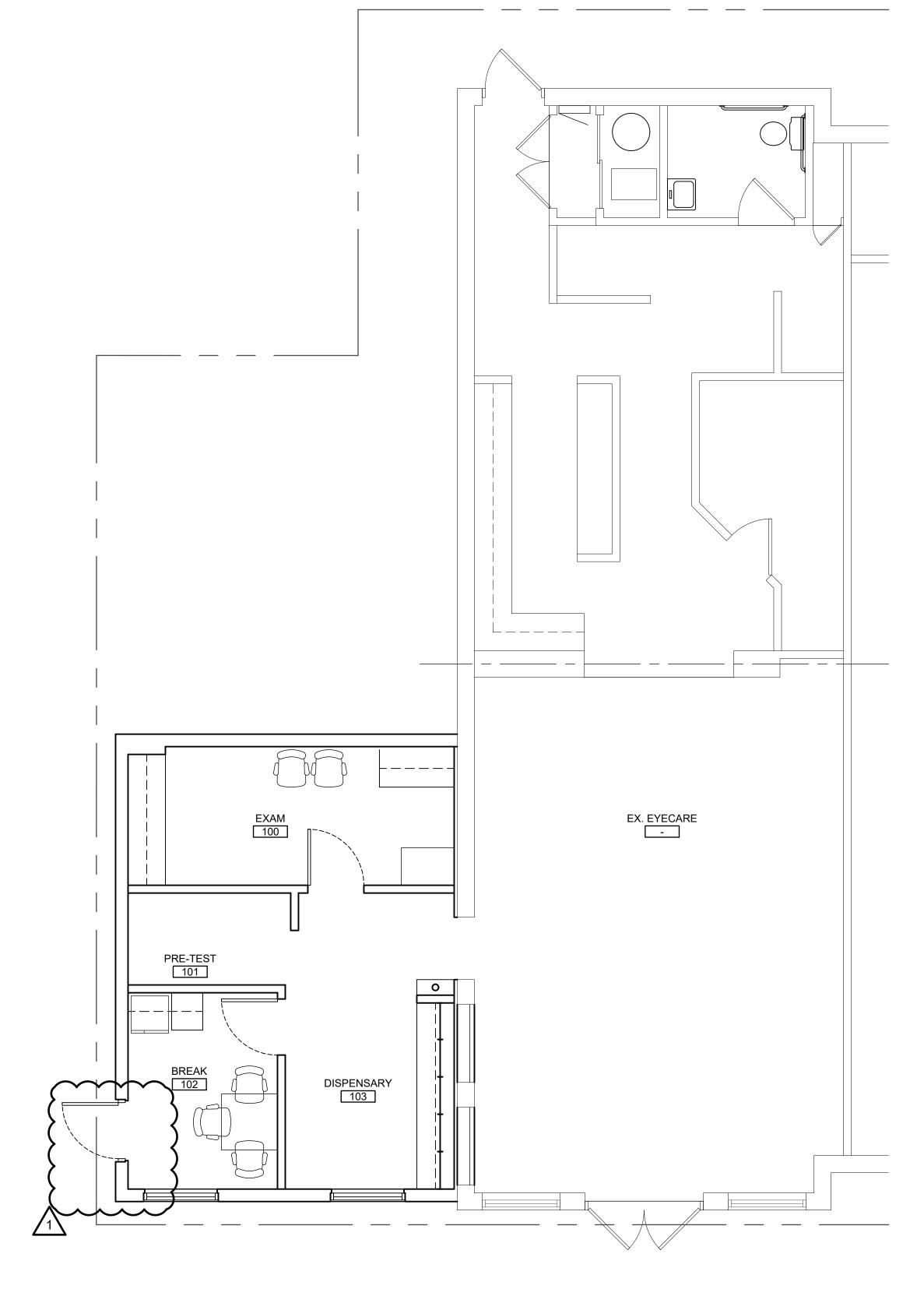
## **DEMOLITION KEY NOTES:**

- $\langle 1 \rangle$  Existing to remain No changes U.N.O.
- $\langle 2 \rangle$  REMOVE AND RELOCATE EXIST. AWNINGS VERIFY FINAL LOCATIONS W/OWNER
- (3) REMOVE AND RELOCATE EXISTING STOREFRONT/WINDOW ASSEMBLY
- $\langle 4 \rangle$  ex. Brick to remain prep as needed for interior finishes
- $\overbrace{5}$  REMOVE AND RELOCATE EXIST. WD PANELING ON NEW FACADES COORDINATE IN FIELD
- 6 REMOVE AND DISPOSE EXIST. DOOR AND FRAME

Castel H OMO UK BLV AST@C Enrique 10368 CE P 224-25 VROEGH FAMILY EYECARE ADDITION & ALTERATIONS 17322 S. OAK PARK ENC -ROJECT NO: 2018-015 AS NOTED AWING NO: AD2



# <sup>2</sup> FURNITURE PLAN 1/8" = 1'-0"



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# NOTES: 1. SPRAY POLYURETHANE FOAM (SPF) TO BE SPRAYED AT ALL DEMISING WALL

- INTERSECTIONS WITH THE FLOOR AND SECOND FLOOR DECKING. 2. SAW CUTTING OF THE SLAB AND OTHER NOISY OPERATIONS MUST BE DONE
- WHEN THE NEIGHBORING TENANTS ARE NOT OPEN FOR BUSINESS. 3. CONTRACTORS SHOULD USE THE REAR DOOR OF THE SPACE TO ENTER AND DELIVER MATERIALS.
- 4. ALL CONTRACTORS SHALL PARK THEIR DUMPSTERS, TRUCKS AND AND CARS BEHIND THE BUILDING.
- 5. THE PROPOSED EXHAUST FAN SHOULD BE PLACED AS FAR AS POSSIBLE FROM EXISTING ROOF TOP EQUIPMENT TO AVOID THE TRANSFERENCE OF
- ODORS FROM MAGIC NAILS TO NEIGHBORING TENANTS.
- 6. ALL WOOD BACKING AND BLOCKING, INCL. PLWD & FRAMING, SHALL BE PRESSURE IMPREGNATED, FIRE RETARDANT TREATED WOOD PER LOCAL CODE

FIRE DEPARTMENT NOTES:

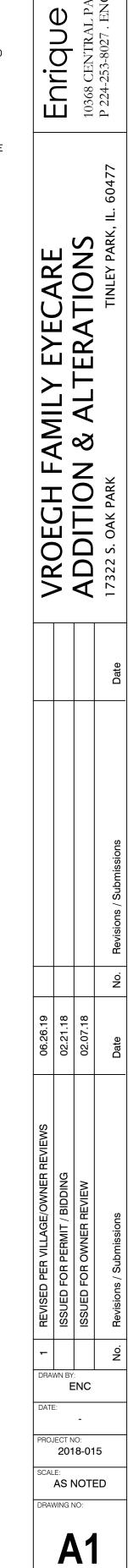
THE NEW SPACE SHALL BE CONNECTED TO A COMMON AUTOMATIC FIRE ALARM AND DETECTION SYSTEM IN FULL CONFORMANCE WITH NFPA 72. ADDITIONALLY, SUBMIT A CERTIFICATION LETTER FROM THE ALARM CONTRACTOR OF RECORD STATING SUCH COMPLIANCE UPON PROJECT COMPLETION. (IBC 907.2.12).

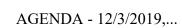
THE STRUCTURE SHALL BE PROVIDED WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM WHICH SHALL BE MODIFIED IN FULL CONFORMANCE WITH NFPA 13. SUBMIT THE REQUIRED SHOP DRAWINGS INDICATING SUCH WORK PRIOR TO THE START OF ANY FIRE PROTECTION WORK.

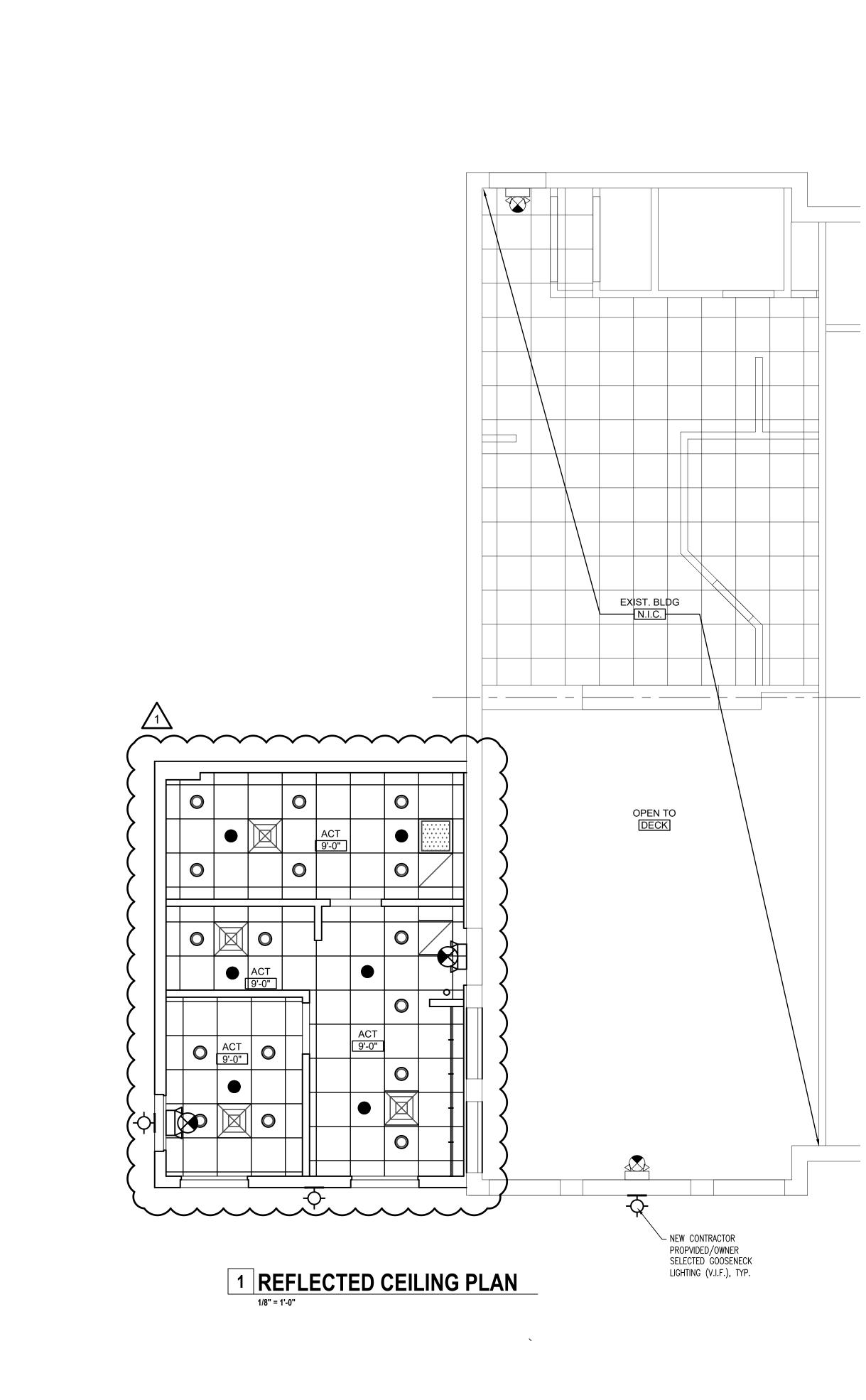
THE MEANS OF EGRESS SHALL BE ILLUMINATED SUCH THAT THE INITIAL ILLUMINATION LEVEL IS AT LEAST AN AVERAGE OF ONE FOOT-CANDLE MEASURED ALONG THE PATH OF TRAVEL AT THE FLOOR LEVEL (IBC 1006.4).

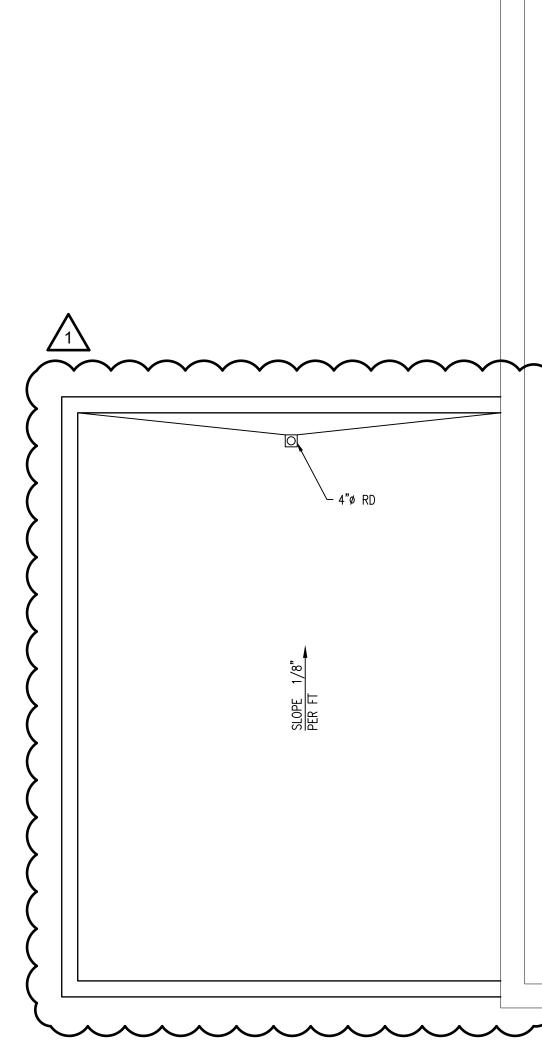
ALL PENETRATIONS IN FIRE RATED ASSEMBLIES SHALL BE PROPERLY SECURED USING A U.L. LISTED SEALANT. ALL EGRESS DOORS SHALL BE READILY OPENABLE FROM THE SIDE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT. (IBC 1008.1.8).

ALL HVAC EQUIPMENT OVER 2000 CFM SHALL BE PROVIDED WITH A SMOKE DETECTOR WIRE TO INITIATE UNIT SHUT-DOWN UPON DETECTION OF SMOKE AND SEND SIGNAL TO FACP. ADDITIONALLY, VERIFY ALL CODE REQUIRED CLEARANCES BETWEEN SUCH EQUIPMENT. VERIFY OPERATION OF THE EXISTING DUCT DETECTORS AND CAPABILITY OF UNIT SHUT DOWN.



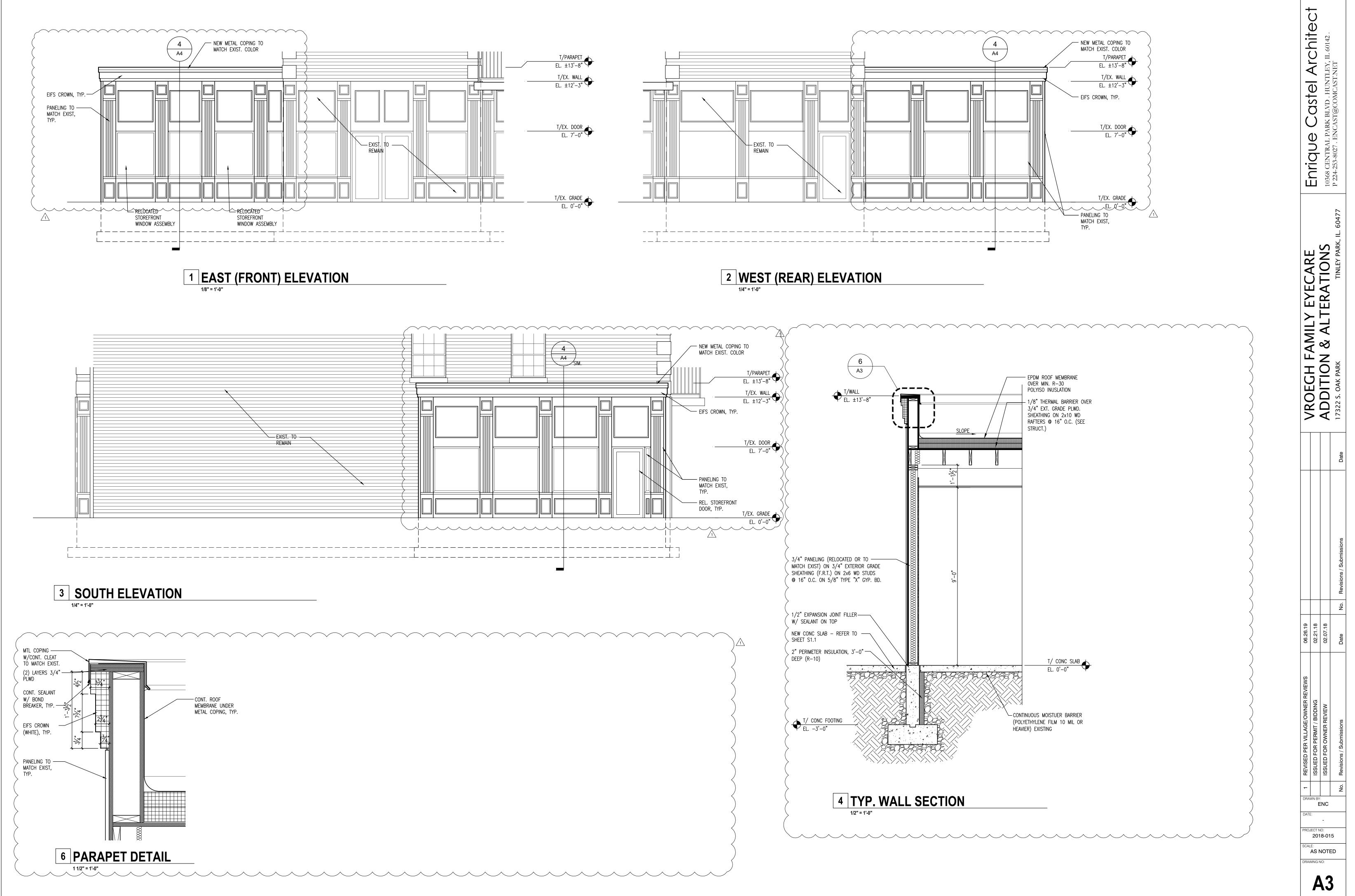






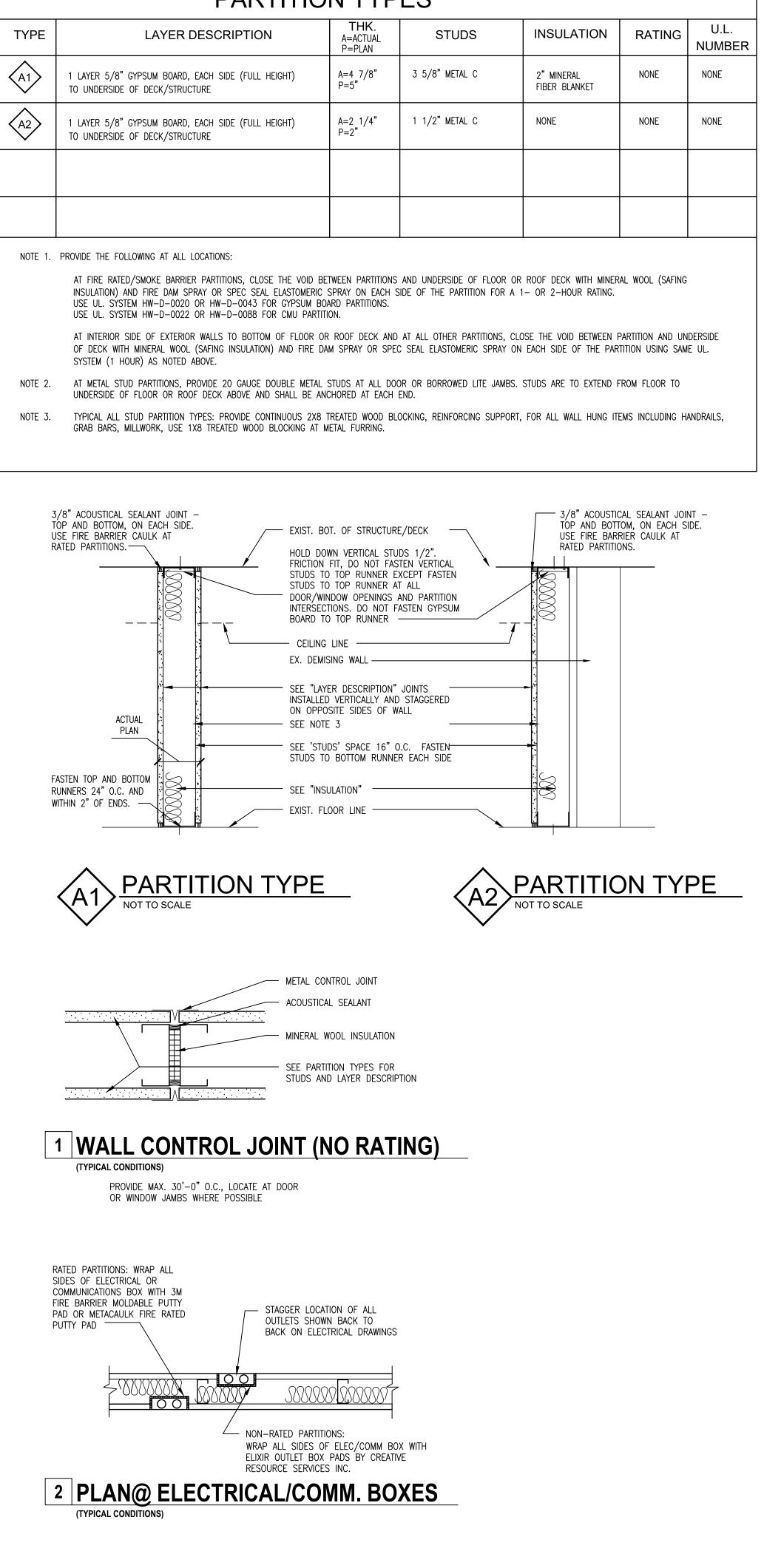
2 **ROOF PLAN** 1/8" = 1'-0"

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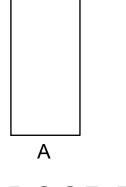
# PARTITION TYPES

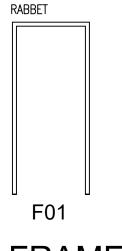


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# DOOR TYPE

# FRAME TYPE





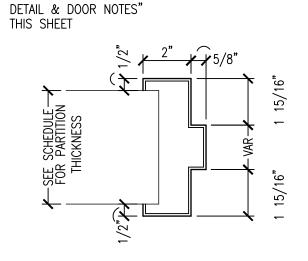
SEE "TYPICAL FRAME

# ABBRE AL ALI HM HO KDHM KNC SS STA ST STEE

# TYPICA

- 1. WIDTH PARTITI
- 2. PROVID PARTITI
- 3. AT ALL BETWEE
- 4. PROVIDE
- 5. AT ALL PROVIDE FRAME FILL OV
- 6. AT WOOD STAINED

																			Pag	
						JPE		55					(D				C D			
OPN			O	PENING SIZE			HDW			FRAM	E DETAILS		GLAZING	LABEL	NOTE	-		)142.		
NC	יד י		DTH HT	ТНК		- MAT	SET	TYPE	E MAT	HEAD	JAMB	SILL	GLA		KEY		Ü	, IL 60	<u> </u>	
1		B 3'	<u>-0" 6'-8</u>	3" 1 3/4	+" –	WD	-	F01	KDHM	3/A3	3/A3	-	_	-	N1	_  <	₹	TLEY	T.NEJ	
			·		SCI	HED	ULE	IN	FOR	MATIO	N						IG	NUH.	OMCAS	
BRE	VIAT	IONS		LA	BEL		GLA	ZING			NOTE	KEY					Image: Section of the image of the imag		ST@CC	
HOL	MINUM Low Me			В	3 HOUR 1 1/2 HOUR		G1 1" (SA	INSUL. C FETY RAT	LEAR TEMPER ED)	RED GLASS		R, HINGES, PRI <sup>N</sup> & SILENCERS (						PARK	ENCA	
STA STE	INLESS S EL	n Hollow Steel	METAL		1 HÓUR 3/4 HOUR 20 MIN			ERIA				·					Š	ITRAL	8027.	
WOO	D						7–	LID CORE PLY GA. FLUS	, BIRCH OR /	ASH,						•		S CEN	4-253-	
							STI	FFENED-S	SEAMLESS ED SS OR FOAM							L	Ц	1030	P 22	
PICA	AL FF	RAME [	DETAIL	& OPEI	NING NO	DTES													2	
					TION THICKNES ARE KEYED C				TYPI	CAL DOOR	HARDWAF	RE NOTE	S						. 60477	
			ANCHORS (LIS IREMENTS FOR		SPECIFICATION G.	S) TO ACC	OMODATE			IDLES, PULLS, LATCH DRS SHALL HAVE LEV							(	$\mathbf{\Lambda}$	PARK, IL.	
		Y AND GYPS AND MASO		ARTITIONS, G	ROUT SOLID T	HE ENTIRE	VOID SPACE			FIRE DOORS MUST ME, SELF CLOSER, L								N Z	INLEY PA	
			ION OF ALL F							RESS DOOR LATCHING E EGRESS SIDE WITHO							I J		TINI	
PROVIDE	E 3/8"E	)IA. EXPANS	ON ANCHORS	WITH FLAT H	ICRETE, OR M/ HEAD COUNTEF HEAD. PROVII	SUNK HEA	DS. DIMPLE			FIRE DEPARTMENT A								KA		
FILL OV	er scŕe	W HEADS &	: GRIND SMOO	TH.	DR METAL LOU				5. THR SHA	RESHOLDS SHALL NOT ALL BE BEVELED.	EXCEED $\frac{1}{2}$ " CHANG	ES IN LEVEL. C	HANGES BI	etween 4" af	ND <sup>1</sup> 2"		┙╻ ┍╷│			
		NISHED DOO							6. PRC	VIDE TACTILE WARNIN	IGS ON DOOR LEVE	RS LEADING TO	HAZARDOU	IS AREAS.						
						R	DOM	FIN	ISH (	SCHED	JLE					קן			PARK	
											ALL						WINDER FAMILY EYECAKE       Enrique Castel Architect         Issued For Permit / BIDDING       02.21.18       VRUEGH FAMILY EYECAKE       Enrique Castel Architect         Issued For Permit / BIDDING       02.07.18       ADDITION & ALTERATIONS       10368 CENTRAL PARK BLVD . HUNTLEY, IL 60142.	DEC		5. OAK
		ROOM NO	ROOM		FLOOR MAT - FII	JN	BASE		ORTH	EAST MAT - FIN	SOUTH MAT - FIN	WES		CEILING MAT - FI	KEY			7322 9		
		100	EXAM		C C/	AR N	-	GB	PT	GB PT	GB PT	GB	PT	ACT -	- 1,2,3,4		<b>-</b>		-	
		101 102	PRE-TEST BREAK		ن C ن C	AR N	-	GB GB	PT PT	GB PT GB/ASA PT	GB PT GB PT	GB GB	PT	ACT -	- 1,2,3,4,7 - 1,2,3,4					
		103	DISPENSAR	Y	C C/	AR \	· _	GB	PT	GB/ASA PT	GB PT	GB	PT	ACT -	- 1,2,3,4				Date	
				R	DOM	FINI	SH S	CH	EDU	LE ABBI	REVIAT	IONS								
	CE	ILING			WALL				FLO	OR		BASE								
	ACT E/ EXP	EXISTING	CAL CEILING T		E/	ALUM STOI EXISTING GYPSUM B			C CAR FBO	CONCRETE CARPET FLOORING PROVIDE	D BY OWNER	e/ EXIS P/ Pato								
	GB	GYPSUM			P/	PATCH			E/ P/	EXISTING PATCH		V VINY VC VINY VS VINY	L L COVE 4" L STAIGHT	HIGH 4" HIGH						
	P/ PT	PATCH PAINT			PT	Paint			VCT	VINYL COMPOSITION	I TILE									
															-				Bavisions / Submissions	
	2. 3.	PAINT BOTH ACT – PRC	I SIDES OF EX VIDE NEW 2X2	(ISTING/NEW 2 CEILING TI	IAL COAT AS S HOLLOW META LES TO MATCH	L FRAMES EXIST.				5. CARPET – PROV 6. VINYL BASE (V)		R COMMERCIAL	GRADE TO	MAICH EXIS	Ι.					
	4.	VERIFY W/(	OWNER IF DOO	ORS TO BE S	STAINED OR PA	INTED														
																.26.19	.21.18	.07.18	ç	
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																EVIEWS				
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																			ر 	
																	A	4	1	



# 3 JAMB OR HEAD DETAIL NONE

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	<u>NERAL</u> CODES AND STANDARDS	
	BUILDING CODE: INTERNATIONAL RESIDENTIAL COD	PE, 2012
	REFERENCED STANDARDS: <u>AISC</u> ALLOWABLE STRESS DESIGN AND PLASTI <u>NDS</u> AMERICAN FOREST AND PAPER ASSOCIAT WOOD CONSTRUCTION', 1991 <u>ACI 531</u> BUILDING CODE REQUIREMENTS FOR	TION 'NATIONAL DESIGN SPECIFICATION FOR
	DESIGN LOADS:	
	<u>ROOF DEAD LOAD:</u> ROOF SNOW LOAD:	20 PSF 25 PSF
	<u>WIND LOADING</u> (COMPONENTS AND CLADDING): CORNERS:	
	OTHER THAN CORNERS: ROOF UPLIFT (FLAT ROOF):	±30 PSF ±25 PSF 15 PSF
	DIMENSIONS ON STRUCTURAL DRAWINGS ARE TO MECHANICAL AND ELECTRICAL DRAWINGS AS WELL CONTRACTORS.	BE CHECKED AGAINST ARCHITECTURAL,
	UNLESS NOTED OTHERWISE, DETAILS, SECTIONS, A TO BE TYPICAL FOR SIMILAR CONDITIONS.	AND NOTES ON THE DRAWINGS ARE INTENDED
•	THE GENERAL CONTRACTOR SHALL BE RESPONSIE PLACEMENT OF INSERTS, HANGERS, SLEEVES, DU REQUIRED BY MECHANICAL EQUIPMENT.	
	THE GENERAL CONTRACTOR IS RESPONSIBLE FOR THE EXISTING CONSTRUCTION WHICH ARE RELATIV	E TO THE NEW CONSTRUCTION.
•	THE GENERAL CONTRACTOR IS RESPONSIBLE FOR AS REQUIRED DURING CONSTRUCTION.	THE SHORING OF ANY EXISTING ELEMENTS
8.	IF DISCREPANCIES APPEAR ON THE CONTRACT DO DOCUMENTS AND EXISTING CONDITIONS, THE CON FROM THE ARCHITECT BEFORE BIDDING. IF THE IT IS PRESUMED THAT BOTH PROVISIONS WERE IN SHALL DETERMINE WHICH OF THE CONFLICTING R CONTRACTOR SHALL PERFORM THE WORK AT NO ACCORDANCE WITH THE ARCHITECT'S DETERMINATION	ITRACTOR SHALL REQUEST AN INTERPRETATION CONTRACTOR FAILS TO MAKE SUCH REQUEST, NCLUDED IN THE BID AND THE ARCHITECT REQUIREMENTS SHALL GOVERN. THE ADDITIONAL COST TO THE OWNER IN
<u>-01</u>	UNDATIONS	
1.	ELEVATIONS AND SOIL BEARING CAPACITIES AS SHOW	A MINIMUM NET ALLOWABLE BEARING CAPACITY OF TE OWNER'S SOIL TESTING LABORATORY. THE FOOTING IN ON THE DRAWINGS ARE ESTIMATED. FINAL, EXACT E FIELD DETERMINED AND VERIFIED BY THE OWNER'S
2.	THE SOIL SUBGRADE FOR ALL FOOTINGS AND SLABS OWNER'S TESTING LABORATORY IMMEDIATELY PRIOR T	
ſ.	ALL FOOTING AND SLAB SUBGRADES, INCLUDING PIT STANDARD PROCTOR (ASTM D698) MAXIMUM DENSITY	
•	ALL ORGANIC AND/OR OTHER UNSUITABLE MATERIALS BACKFILL AREAS AND BACKFILLED WITH SELECT FILL, PROCTOR (ASTM D698) MAXIMUM DENSITY AT OPTIMU	SHALL BE REMOVED FROM SUBGRADE AND COMPACTED TO 98 PERCENT OF STANDARD
•	DO NOT UNDERMINE EXISTING CONSTRUCTION.	
•	PLACE BACKFILL SIMULTANEOUSLY ON BOTH SIDES O	
	NO MUD SLABS, FOOTINGS OR SLABS SHALL BE PLA WATER, FROST OR ICE.	CED ONTO OR AGAINST SUBGRADE CONTAINING FREE
•	THE CONTRACTOR SHALL PROVIDE ALL NECESSARY M PENETRATING ANY FOOTING OR SLAB SUBGRADE BEFO SUCH SUBGRADES ARE FULLY PROTECTED BY THE PL IS ADDITIONAL SCOPE.	
	THE CONCRETE FOR EACH ISOLATED FOOTING SHALL	BE PLACED IN ONE (1) CONTINUOUS PLACEMENT.
	ALL PERIMETER WALL AND COLUMN FOOTINGS SHALL <u>NCRETE</u>	
•	CONCRETE WORK SHALL BE IN ACCORDANCE WITH T CONCRETE (ACI 318)", LATEST EDITION.	HE "BUILDING CODE REQUIREMENTS FOR STRUCTURAL
•	UNLESS NOTED OTHERWISE, CONCRETE SHALL BE NO 3000 PSI MINIMUM COMPRESSIVE STRENGTH IN 28 L	
3.	VERTICAL WALL CONSTRUCTION JOINTS SHALL BE FO WALL REINFORCING SHALL BE CONTINUOUS THROUGH EQUIVALENT AREA OF REINFORCEMENT.	
4.		
5.	THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE OF INSERTS, EMBEDDED PLATES, MASONRY ANCHORS RODS. THE INSERTS, EMBEDDED PLATES, ETC. SHAL LOCATION.	S, REGLETS, SLEEVES, DUCTWORK, PADS AND ANCHOR
5.	NO OPENING SHALL BE MADE IN ANY STRUCTURAL M ARCHITECT.	MEMBER WITHOUT THE WRITTEN APPROVAL OF THE
•	EXPOSED EXTERNAL CONCRETE CORNERS SHALL BE OTHERWISE.	CHAMFERED 3/4 INCHES, UNLESS SHOWN OR NOTED
3.	SLABS ON GRADE SHALL BE PLACED IN ALTERNATE SHOWN ON PLAN. CONTROL JOINTS SHALL BE CUT CONTROL JOINTS SHALL NOT EXCEED 15'-O" INTERV TO CONFORM WITH BAY SPACING WHENEVER POSSIBL THIRD-BAYS).	WITHIN 24 HOURS AFTER THE CONCRETE HAS SET. ALS IN EACH DIRECTION, AND SHALL BE LOCATED
9. R <u>EI</u> I	DEPRESSED SLABS SHALL MAINTAIN FULL THICKNESS	S UNLESS NOTED OTHERWISE.
1.	UNLESS NOTED OTHERWISE, REINFORCEMENT SHALL	
2. 3.		TRS EQUAL TO THE HORIZONTAL WALL REINFORCEMENT. NGS SHALL BE REINFORCED WITH 2 NO. 5 BARS O OPENING CORNERS.

## 4. THE FOLLOWING CONCRETE COVER SHALL BE PROVIDED FOR REINFORCEMENT UNLESS NOTED OTHERWISE:

# MINIMUM CONCRETE PRO

### CONCRETE ELEMENT

CONCRETE CA	ST AGAINST AND PE
CONCRETE E	EXPOSED TO EAR
#6 THROUGH	H #18 BARS
#5 BAR, W3	1 OR D31 WIRE,
CONCRETE N	NOT EXPOSED TO
SLABS, WALLS	#14 AND #18
AND JOISTS	#11 BAR AND
BEAMS AND COLUMNS	PRIMARY REINFO STIRRUPS, SPIR

- 5. ARRANGEMENT AND DETAILS OF REINF ACCORDANCE WITH THE "A.C.I. DETAILI
- 6. PROVIDE ALL ACCESSORIES NECESSAR PLASTIC COATED ACCESSORIES SHALL
- 7. ALL EMBEDMENT LENGTHS AND LAPS MINIMUM LAP SHALL BE 40 BAR DIAM

### <u>WOOD</u>

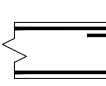
- 1. DESIGN AND CONSTRUCTION OF ST AMERICAN FOREST AND PAPER ASS CONSTRUCTION (ANSI/AF&PA NDS-
- 2. QUALITY ASSURANCE AND INSPECTIC THE BUILDING CODE.
- 3. <u>STRUCTURAL LUMBER</u> SHALL CONFO

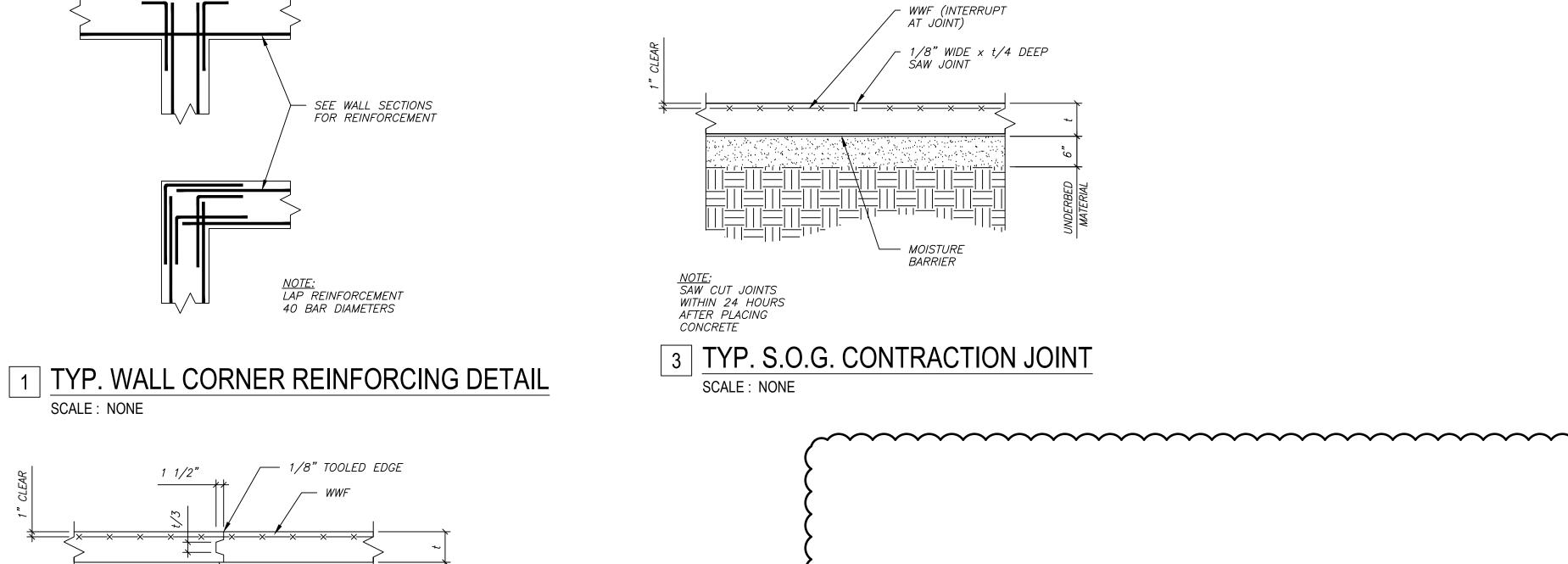
SPECIES: GRADE: BENDING, Fb: TENSION PARALLEL TO GRAIN, SHEAR PARALLEL TO GRAIN, F COMPRESSION PERPENDICULAR COMPESSION PARALLEL TO GRA MODULUS OF ELASTICITY, E: MAXIMUM IN USE MOISTURE CO

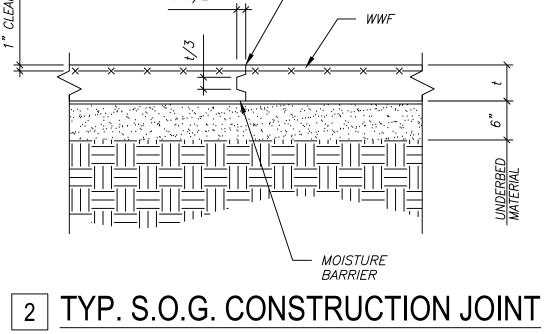
- 4. <u>LAMINATED VENEER LUMBER (LVL)</u> SPECIFICATIONS: BENDING, Fb: SHEAR PARALLEL TO GRAIN, FV
- MODULUS OF ELASTICITY, É: 5. <u>PARALLEL STRAND LUMBER (PSL)</u> SPECIFICATIONS:

#### COMPRESSION PARALLEL TO GR. MODULUS OF ELASTICITY, E:

- 6. THERE SHALL BE NO FIELD CUTTING TRADES WITHOUT THE PRIOR APPRON
- 7. NO WOOD TREATMENTS OR PRESER THE ARCHITECT.

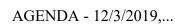


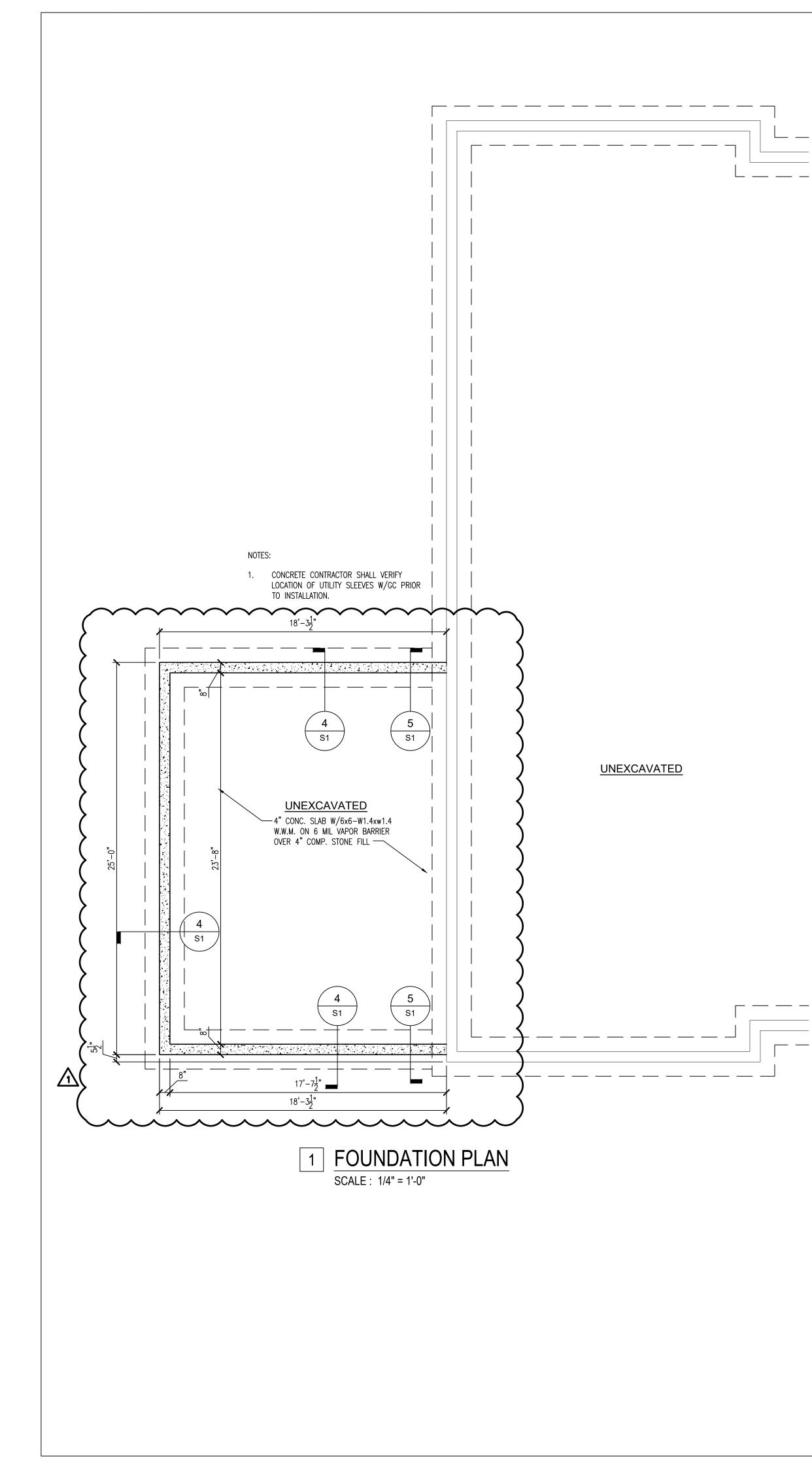


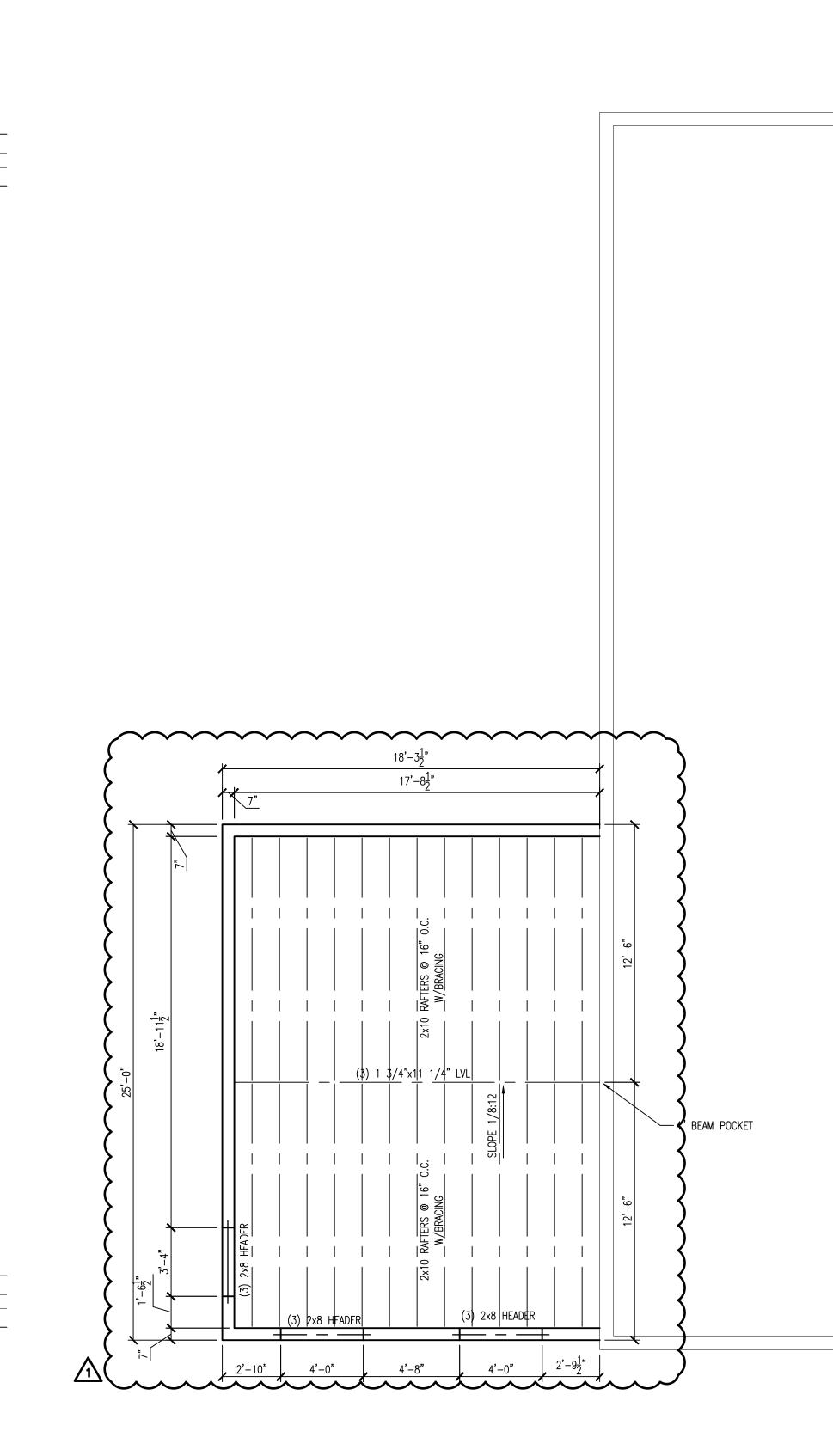


PROTECTION F	OR REINFORCEME	ENT	
	MIN. C (IN	COVER V.)	
ERMANENTLY EXPOSE	ED TO EARTH 3	5 <i>"</i>	
TH OR WEATHER:			
	2	2"	
AND SMALLER	1-1	1/2"	
WEATHER OR IN	CONTACT WITH GROUN	VD	
BARS	1-1	1/2"	
SMALLER	3/	<i>/</i> 4 <i>"</i>	$\mathbf{b}$
DRCEMENT, TIES, ALS	1-1	1/2"	
AILING MANUAL (AC	X SP-66)", LATEST EDITIO		
	REINFORCEMENT AT THE L EXPOSED CONCRETE W		$\left\{ \right.$
PS SHALL BE AS R NAMETERS.	REQUIRED BY ACI 318.	UNLESS NOTED OTHERWISE,	
	IBER SHALL BE IN ACC IONAL DESIGN SPECIFIC		
TION OF WOOD C	CONSTRUCTION ARE RE	QUIRED AS DEFINED BY	
FORM TO THE FO	OLLOWING SPECIFICATIO	ONS:	
Ft: Fv: R TO GRAIN, Fc(j RAIN, Fc: CONTENT:	SPRUCE-PINE-FIR NO. 1 / NO.2 875 PSI 450 PSI 135 PSI 135 PSI 1150 PSI 1,400,000 PSI 19%		
	BEAMS SHALL CONFORM	M TO THE FOLLOWING	
-v:	2600 PSI 285 PSI 1,900,000 PSI		
FOR USE AS PO	OSTS SHALL CONFORM	TO THE FOLLOWING	$\left\{ \right. \right.$
GRAIN, Fc:	2500 PSI 1,800,000 PSI		
ING OF WOOD ST ROVAL OF THE A		FOR THE WORK OF OTHER	$\left\{ \right.$
ERVATIVES SHALL	BE USED WITHOUT TH	HE PRIOR APPROVAL OF	$\mathbb{A}^{($

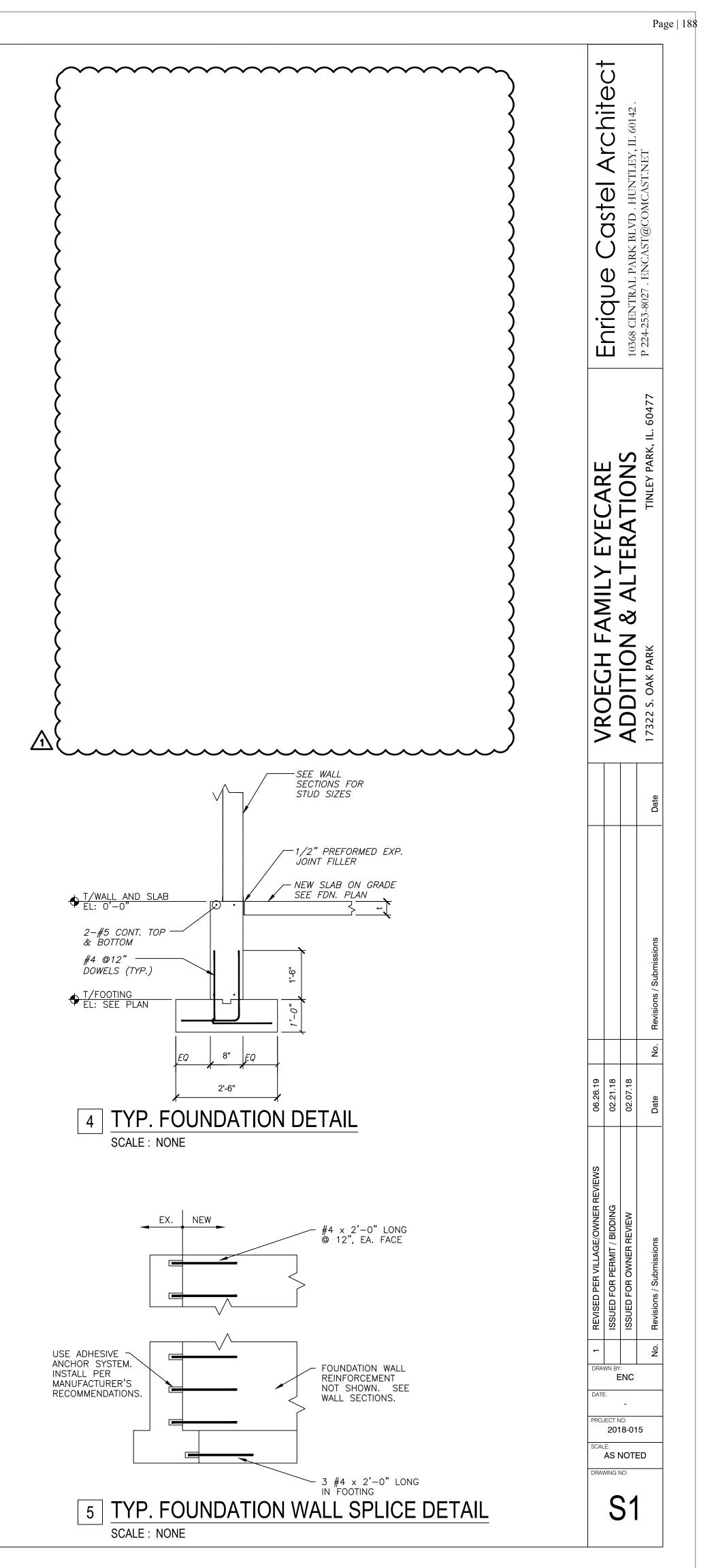
				Page	187
		Enlique Casiel Archileci	10368 CENTRAL PARK BLVD . HUNTLEY, IL 60142 .	P 224-253-8027 . ENCAST@COMCAST.NET	
			ADDITION & ALTERATIONS	17322 S. OAK PARK TINLEY PARK, IL. 60477	
$\left\{ \right\}$				Date	
	06.26.19	02.21.18	02.07.18	Date No. Revisions / Submissions	
	REVISED PER VILLAGE/OWNER REVIEWS	ISSUED FOR PERMIT / BIDDING	ISSUED FOR OWNER REVIEW	. Revisions / Submissions	
	- DRAV	WN BY	NC	No.	
	DATE	E: JECT N	<b>-</b>		
	SCAL	201	8-01		
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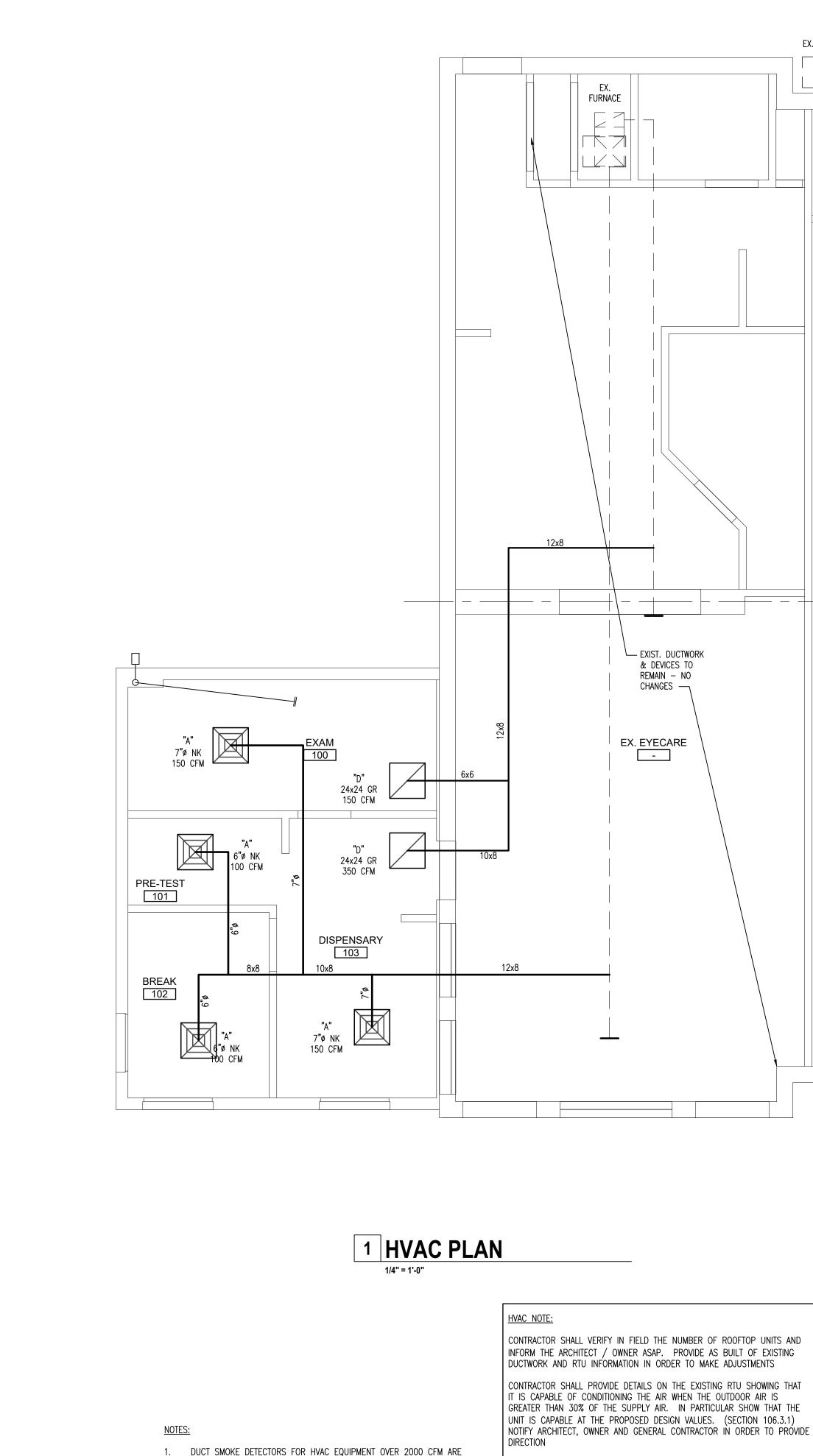








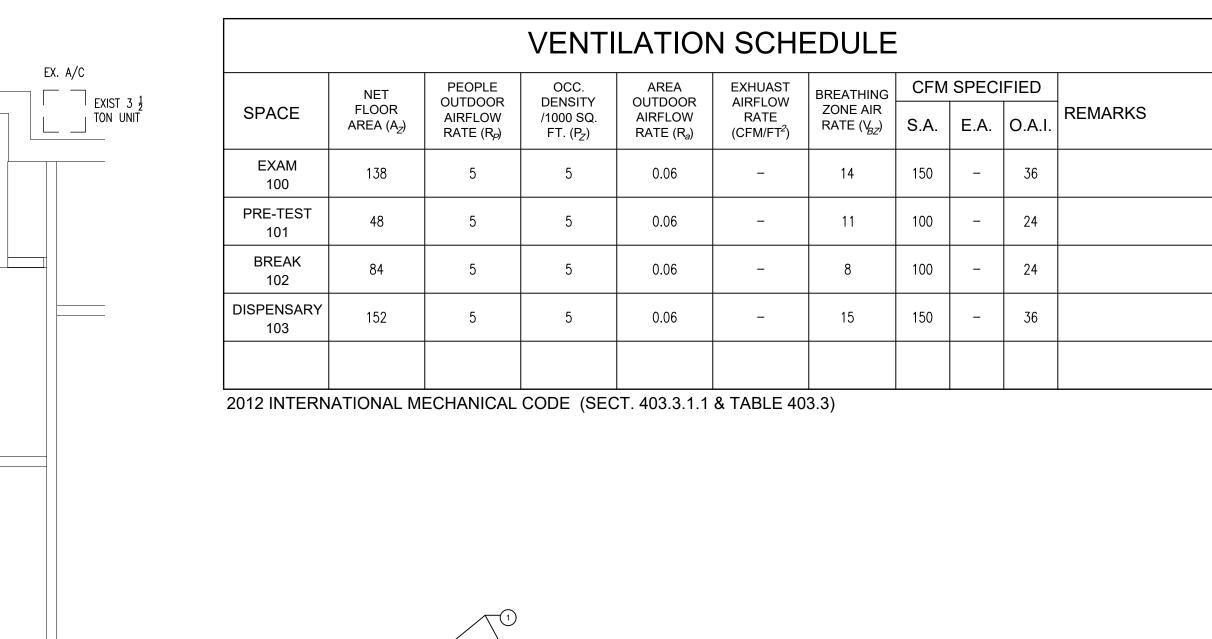


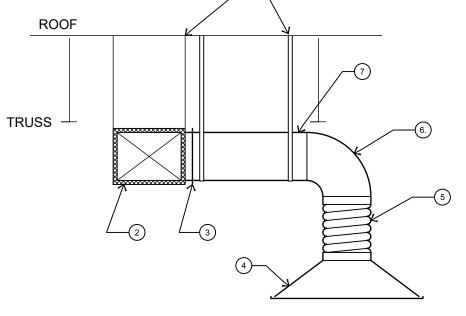


1. DUCT SMOKE DETECTORS FOR HVAC EQUIPMENT OVER 2000 CFM ARE REQUIRED TO BE CONNECTED TO THE FIRE ALARM CONTROL PANEL, 24 VOLT POWERED THROUGH THE FIRE ALARM PANEL

2. THE EXISTING GAS METER SHOULD BE TRANSFERRED FROM THE LANDLORD'S NAME TO THE TENANT'S NAME AS SOON AS POSSIBLE.

A COPY OF A TEST AND BALANCE REPORT, PERFORMED BY AN APPROVED, CERTIFIED THIRD PARTY TEST AND BALANCE CONTRACTOR, SHALL BE SUBMITTED TO THE VILLAGE PRIOR TO FINAL INSPECTION. (SECTION 106.3.1)





SUPPORT STRAPS FROM STRUCTURE ABOVE. SHEETMETAL DUCT PER SMACNA STANDARDS WITH INSULATION PER SPECIFICATIONS.

VOLUME DAMPER AND EXTRACTOR, TYPICAL.

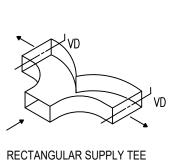
SUPPLY DIFFUSER. TITUS - TMR U.L. CLASS ONE FLEXIBLE DUCT, MAXIMUM LENGTH 3'-0".

RIGID ROUND METAL ELBOW. 7. RIGID ROUND METAL DUCT.

4.

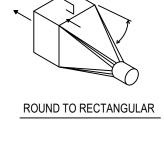
# 1 DUCTWORK INSTALLATION DETAIL NONE

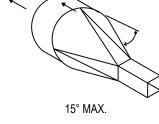
ROUND TAKE-OFF FITTING MP ROUND TAKE-OFF WITH DAMPER FITTING ROUND DUCT SUPPLY MEDIUM PRESSURE ROUND DUCT BRANCH TAKE-OFF SUPPLY TAKE-OFF 30° MAX RECTANGULAR DUCT SUPPLY BRANCH TAKE-OFF TRANSITION PIECE



RECTANGULAR DUCT SUPPLY

BRANCH TAKE-OFF





RECTANGULAR TO ROUND

4 DUCTOWRK DETAILS NONE

### NOTES:

- 1. PROVIDE STANDARD RADIUS ELBOWS WHEN POSSIBLE SHORT RADIUS WHERE REQUIRED.
- 2. ALL SHORT RADIUS ELBOWS SHALL HAVE VANES. VANES SHALL BE CONSTRUCTED, SUPPORTED & FASTENED AS RECOMMENDED BY SMACNA.
- 3. NO SQUARE OR RECTANGULAR HEEL ELBOWS SHALL BE ALLOWED.
- EXCEPT WHERE INDICATED.

<section-header><section-header><text><text><text><text><text><text></text></text></text></text></text></text></section-header></section-header>		Enrique Castel Architect	CENTRAL PARK BLVD . HUNTI	P 224-253-8027 . ENCAST@COMCAST.NET
CONTRACTOR TO CONFIRM THAT A REFRIGERANT RELIEF DISCHARGE PIPE FOR EACH REQUIRED REFRIGERATION SYSTEM HAS BE INSTALLED. THE DISCHARGE PIPE OUTLET SHALL BE A MIINMUM OF 12'-0" ABOVE THE GROUND, A MINIMUM OF 10'-0" FROM ANY OPENING, 20'-0" FROM ANY FIRE ESCAPE AND MUST DISCHARGE THROUGH A TURNED DOWN ELBOW. CONTRACTOR TO MAKE ANY CHANGES AS NECESSARY. THE MECHANICAL CONTRACTOR TO CONFIRM THAT A SAFETY RELIEF VALVE DESIGNED TO RELIEVE AND/OR PREVENT THE BUILD-UP OF EXCESSIVE REFRIGERANT PRESSURE WITHIN EACH DIRECT EXPANSION SYSTEM THAT HAS BEEN INSTALLED. THE PRESSURE RELIEF DEVICE IS TO BE SET AT 400 PSI AND MUST BE INSTALLED ON THE HIGH PRESSURE SIDE AT THE DISCHARGE OF THE COMPRESSOR WITHOUT ANY INTERVENING VALVES AND UPSTREAM OF THE COMPRESSOR SHUT-OFF (STOP) VALVE. CONTRACTOR TO MAKE CHANGES AS REQUIRED. ALL EQUIPMENT SHALL HAVE TOTALLY ENCLOSED MOTORS AND BE RATED TO OPERATE IN LOCAL CODE PLENUM CEILINGS, AS REQUIRED. TRANSFER DUCTS NOT TO EXCEED 5' IN LENGTH CONTRACTOR SHALL MOUNT AND CONNECT EACH ITEM OF EQUIPMENT IN STRICT ACCORDANCE WITH THE EQUIPMENT MAUFACTURER'S RECOMMENDATIONS. LOCATION OF EQUIPMENT, PIPING, AND OTHER MECHANICAL WORK IS INDICATED DIAGRAMMATICALLY BY THE DRAWINGS. DETERMINE EXACT LOCATIONS ON THE JOB SITE, SUBJECT TO STRUCTURAL CONDITIONS, WORK OF OTHER CONTRACTORS, AND THE COMMUNICATIONS SWITCH EQUIPMENT. CONTRACTOR SHALL, AFTER INSTALLATION AND AT START-UP, THOROUGHLY CHECK EACH ITEM OF EQUIPMENT FOR VIBRATION TRANSMISSION TO THE STRUCTURE OR EXCESSIVE NOISE. IF EITHER OCCURS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR NECESSARY CORRECTIONS WHEREVER PIPES, CONDUITS OR OTHER ITEMS PASS THROUGH FIRE RATED WALLS AND FLOORS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR NECESSARY CORRECTIONS WHEREVER PIPES, CONDUITS OR OTHER ITEMS PASS THROUGH FIRE RATED WALLS AND FLOORS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR NECESSARY CORRECTIONS WHEREVER PIPES, CONDUITS OR OTHER ITEMS PASS THROUGH FIRE RATED WALLS AND FLOORS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR NECESSARY CORRECTIONS WHEREVER PI			ADDITION & ALTERATIONS	322 S. OAK PARK TIN
LOCATIONS. MECHANICAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF MECHANICAL EQUIPMENT'S ELECTRICAL REQUIREMENTS WITH THE ELECTRICAL CONTRACTOR. CONTRACTOR ORIGINATED MODIFICATIONS TO THE MECHANICAL EQUIPMENT'S ELECTRICAL INSTALLATION, DUE TO DEVIATIONS FROM THE MECHANICAL EQUIPMENT'S "BASIS OF DESIGN" OR "PROTOTYPE" ELECTRICAL DATA, SHALL BE AT A COST TO THE MECHANICAL CONTRACTOR. RUN ALL PIPING MAINS TIGHT TO THE UNDERSIDE OF STRUCTURE ABOVE AND COORDINATE ROUTING				Date
<ul> <li>w/OTHER TRADES, EXISTING CONDITIONS, AND THE COMMUNICATIONS SWITCH EQUIPMENT.</li> <li>CONTRACTOR SHALL PROVIDE EXTERNAL TRAPS FOR CONDENSATE DRAIN LINES FOR ALL AC UNITS.</li> <li>ALL INDOOR A/C UNITS SHALL BE FACTORY WIRED FOR SINGLE SOURCE POWER CONNECTION. UNITS SHALL BE FUSED AS REQUIRED BY EQUIPMENT MANUFACTURER. IF APPLICABLE</li> <li>ANY CHANGES TO DUCT DUE TO FIELD CONDITIONS SHALL BE MADE ONLY IF THE DUCT SIZE FREE AREA IS MAINTAINED AND SHALL BE SUBMITTED TO ENGINEER FOR APPROVAL.</li> <li>PROVIDE TURNING VANES IN ALL MITERED ELBOWS 30° OR GREATER.</li> <li>CONNECT ALL DUCTWORK TO EQUIPMENT WITH FLEXIBLE CONNECTIONS.</li> <li>INSULATION OF PIPING PASSING THROUGH NON-RATED WALLS SHALL BE CONTINUOUS THROUGH THE WALL PENETRATION.</li> <li>CONTRACTOR SHALL BRACE DUCTWORK (AS REQUIRED) AT ALL FLEXIBLE CONNECTIONS TO ENSURE THAT DUCTWORK IS IN ALIGNMENT.</li> <li>CONTRACTOR SHALL FURNISH AND INSTALL ALL DUCT HANGERS AND SUPPORTS IN ACCORDANCE WITH SECTION IV OF "HVAC DUCT CONSTRUCTION STANDARDS - METAL AND FLEXIBLE" AS</li> </ul>				. Revisions / Submissions
PUBLISHED BY SMACNA, LATEST EDITION. PROVIDE FIRE DAMPERS IN 2 HOUR OR GREATER FIRE WALLS. LINKAGE SHALL BE 165°F TYPE. PROVIDE BALANCE DAMPERS AT BRANCH DUCTS. MECHANICAL CONTRACTOR SHALL COORDINATE DUCTWORK AND PIPING LAYOUTS WITH ACTUAL STRUCTURE ARRANGEMENTS. PROPOSED DUCTWORK AND PIPING LAYOUT DRAWINGS SHALL BE SUBMITTED TO THE MECHANICAL ENGINEER BEFORE FABRICATION OR ORDERING ANY MECHANICAL	06.26.19	02.21.18	02.07.18	Date No.
EQUIPMENT. ALL DUCTWORK TO BE CONSTRUCTED OF GALVANIZED SHEET METAL AS PER SMACNA STANDARDS AND IN COMPLIANCE WITH CURRENT MECHANICAL CODE AS ENACTED BY LOCAL AUTHORITY. CONTRACTOR SHALL ROUTE ALL PIPING & DUCTWORK TO COORDINATE W/ ELECTRICAL EQUIPMENT NATIONAL ELECTRICAL CODE CLEARANCE REQUIREMENTS – COORDINATE W/ ELECTRICAL CONTRACTOR. TEMPERATURE CONTROL WORK DONE BY CONTROL CONTRACTOR PROVIDE TEMPORARY FILTERS FOR ALL HVAC UNITS AND REPLACE ALL FILTERS AT JOB COMPLETION WITH 1 EXTRA SET PER UNIT ALL EQUIPMENT THAT IS PREPURCHASED BY A.C.B. SHALL BE RESPONSIBILITY OF INSTALLING CONTRACTOR. CONTRACTOR SHALL RECEIVE, INSTALL AND PROVIDE NECESSARY VALVES, SUPPORTS AND CONNECTIONS TO THE EQUIPMENT THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED PERMITS. ALL FEES TO BE INCLUDED IN CONTRACT PRICE. ALL DUCTWORK MAINS AND BRANCHES TO BE INSTALLED IN ATTICE SPACE BETWEEN TRUSES	REVISED PER VILLAGE/OWNER REVIEWS	ISSUED FOR PERMIT / BIDDING	ISSUED FOR OWNER REVIEW	Revisions / Submissions
ALL DUCTWORK IN ATTIC SPACE TO BE LINED WITH 1" THICK INSULATION DUCT SMOKE DETECTORS FOR HVAC EQUIPMENT OVER 2000 CFM ARE REQUIRED TO BE CONNECTED TO THE FIRE ALARM CONTROL PANEL, 24 VOLT POWERED THROUGH THE FIRE ALARM PANEL			Y: ENC	No
	PRO	LE:	- <sup>NO:</sup> 18-01 NOTE	
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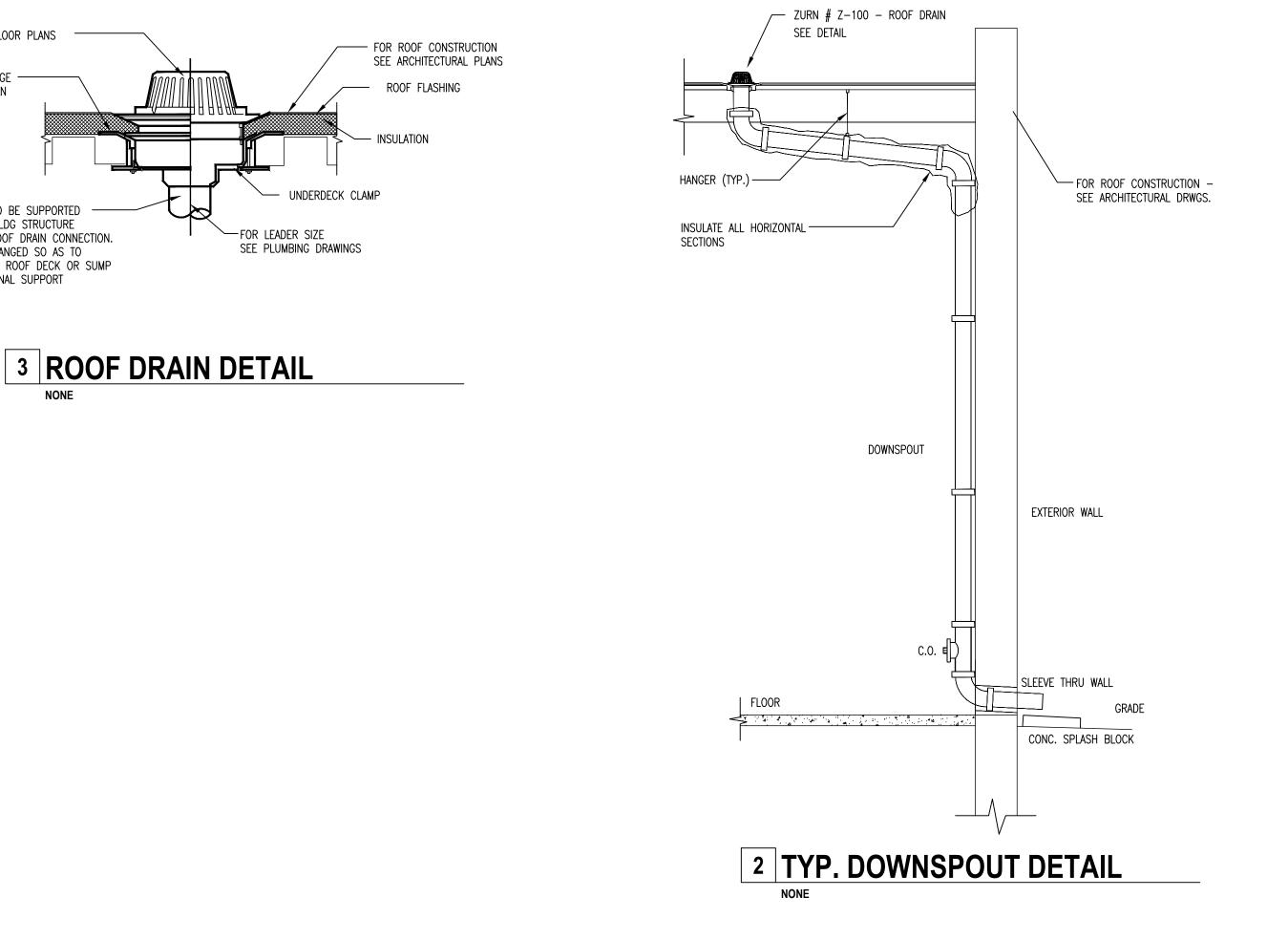
# PLUMBING SYMBOL LIST

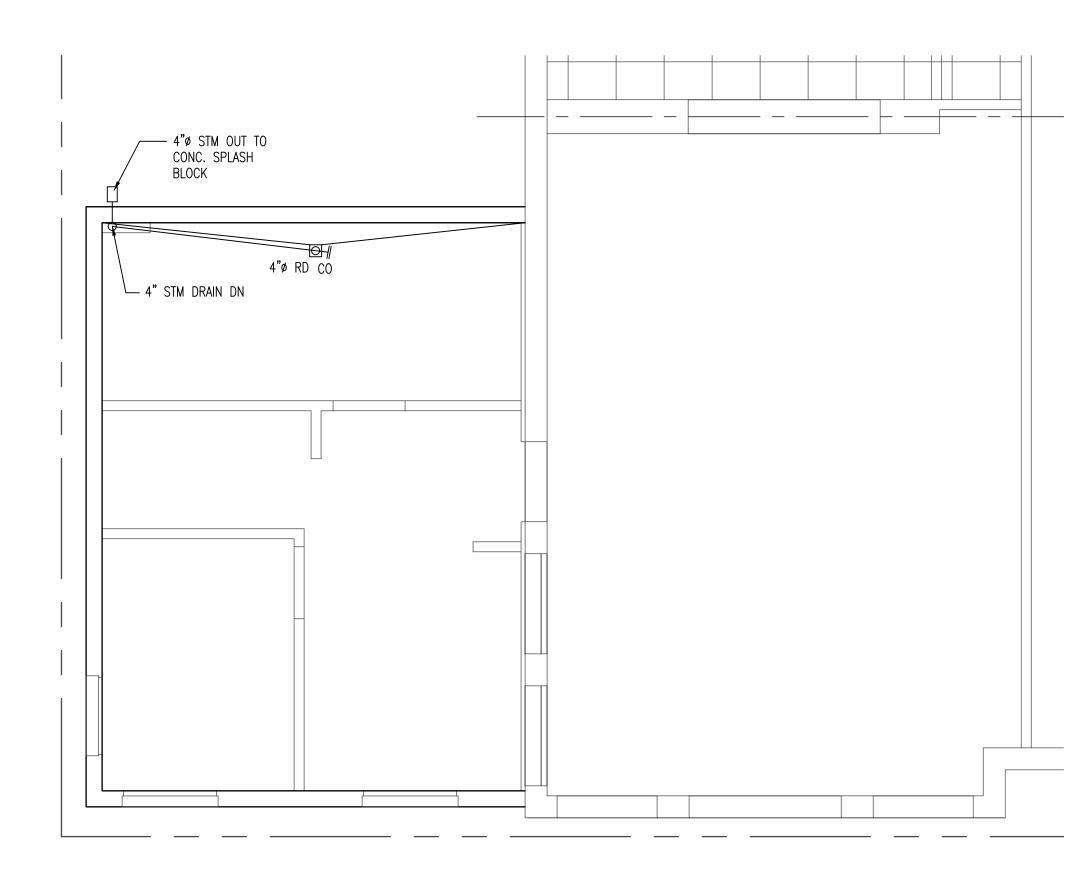
SYMBOL	DESCRIPTION
	PVC SCHEDULE #40 SANITARY SEWER – UNDERGROUND
	PVC SCHEDULE #40 GREASE SEWER - UNDERGROUND
	PVC SCHEDULE #40 STORM SEWER - UNDERGROUND
SAN	PVC SCHEDULE #40 SANITARY SEWER – SUSPENDED
ST	
	EXISTING SANITARY SEWER
= = ST = =	EXISTING STORM SEWER
— — W— —	EXISTING WATER LINE
	HEAVY DUTY PERFORATED FOUNDATION DRAIN TILE
·	COLD WATER PIPING – COPPER TYPE 'K' OR GALVANIZED SCHEDULE #40
·	HOT WATER PIPING – COPPER TYPE 'K' OR GALVANIZED SCHEDULE #40
	HOT WATER RETURN PIPING – COPPER TYPE 'K' OR GALVANIZED SCHEDULE #40
V	VENT PIPING – GALVANIZED SCHEDULE #40 AS SPECIFIED
	VCP-700 OR R.C.P. AS SPECIFIED
X	SHUT-OFF VALVE
	UNION
Ψ	FREEZEPROOF HOSE BIBB – FHB
	VENT INCREASER THROUGH ROOF - VTR
•	COLD WATER SUPPLY - COPPER TYPE 'K' OR GALVANIZED SCHEDULE #40
•_//_	HOT WATER SUPPLY - COPPER TYPE 'K' OR GALVANIZED SCHEDULE #40
	AIR CHAMBER – 12" MINIMUM
	HORIZONTAL CLEANOUT
BT	BATHTUB
СВ	CATCH BASIN – 48" MINIMUM WITH EXTRA HEAVY CAST IRON COVER
CI	CALCH DASIN - 40 MINIMUM WITH EXTRA HEAVI CAST IRON COVER
CO	CLEAN OUT - WALL OR FLOOR AS SPECIFIED
DF	DRINKING FOUNTAIN
DS	DOWNSPOUT
EWC	ELECTRIC WATER COOLER
FCO	FLOOR CLEAN OUT
FCO FD	FLOOR DRAIN
FD FH	FIRE HYDRANT
FHB	FREEZE-PROOF HOSE BIB
LAV	
MH	LAVATORY MANHOLE – PREFABRICATED 48" MINIMUM WITH HEAVY DUTY CAST IRON COVER
MSB	MANNOLE - FREFABRICATED 48 MINIMUM WITH HEAVY DUTY CAST IKON COVER
OW	OPEN WASTE
PVC	
	POLYVINYLCHLORIDE
RCP	REINFORCED CONCRETE PIPE
RD	ROOF DRAIN
R.O.	ROD OUT
SHR	SHOWER
SK	SINK
	VITRIFIED CLAY PIPE
VTR	VENT THROUGH ROOF
WF	WASH FOUNTAIN
WC	WATER CLOSET
WCO	WALL CLEAN OUT

ROOF DRAIN – SEE FLOOR PLANS	
24" SQUARE #14 GAUGE GALV. STEEL SUMP PAN	
DOWNSPOUT PIPING TO BE SUPPORTED W/ HANGERS FROM BLDG STRUCTURE INDEPENDENTLY OF ROOF DRAIN CONNECTION. PIPING SHALL BE ARRANGED SO AS TO APPLY NO STRESS ON ROOF DECK OR SUMP PAN. PROVIDE ADDITIONAL SUPPORT STEEL IF REQUIRED.	Ţ

NONE

VILLAGE OF TINLEY...

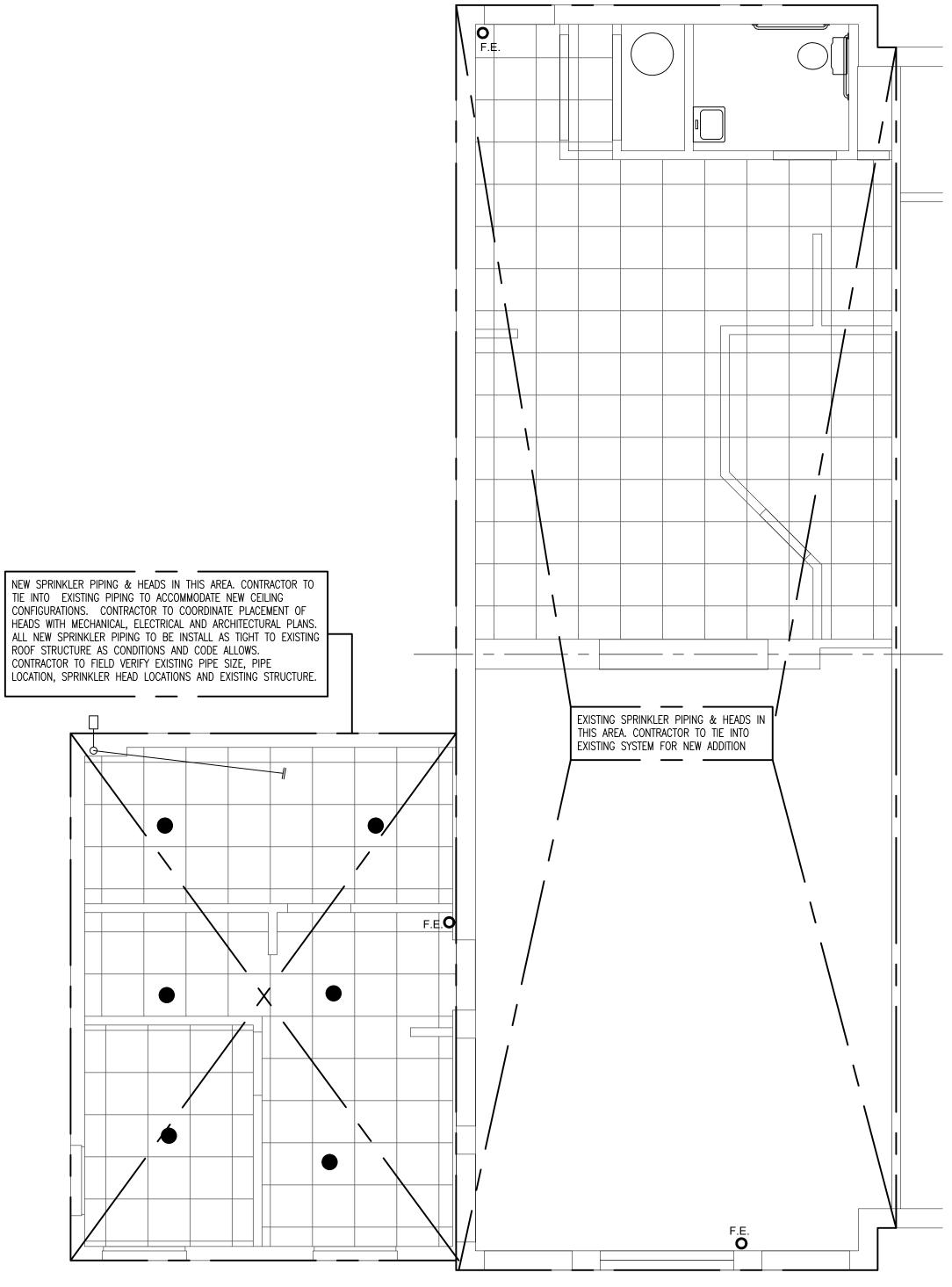




1 PLUMBING PLAN - STORM 1/4" = 1'-0"

THE CONTROL OF ALL ACCESSES OF ALL ALL AND ALL ACCESSES AND ALL ALL AND ALL ACCESSES AND ALL ALL ALL ALL ALL ALL ALL ALL ALL AL	PORTUGINATION OF A DECEMPTION AND ADDRESS OF A DECEMPTION ADDRESS OF ADDR	IT IS THE INTENT OF THESE DRAWINGS AND ATTACHED ARCHITECTURAL AND PLUMBING SPECIFICATIONS THAT THE PLUMBING CONTRACTOR SHALL PROVIDE, DELIVER AND INSTALL ALL NEW PLUMBING SYSTEMS, SANITARY, STORM, HOT AND COLD WATER DISTRIBUTION PIPING, WITH ALL ACCESSORIES, PLUMBING FIXTURES AND EQUIPMENT, SPECUALTIES, MATERIALS, TOOLS AND EQUIPMENT NECESSARY FOR COMPLETE INSTALLATION OF ALL PLUMBING SYSTEMS, GUARANTEE AND SERVICE. THE GENERAL CONDITIONS, LATEST A.I.A EDITION, SUPPLEMENTARY GENERAL CONDITIONS AND SPECIFICATIONS ARE A PART OF THIS CONTRACT. CONTRACT. CONTRACTOR SHALL FOLLOW THEM ALONG WITH STATE AND LOCAL REQUIREMENTS ARE A PART OF THIS CONTRACT. PLUMBING CONTRACTOR SHALL FOLLOW THEM ALONG WITH STATE AND LOCAL REQUIREMENTS FOR THE SAFETY OF WORKERS ON THE JOB AND PASSERS-BY. ALL WORK SHALL BE EXECUTED IN STRICT ACCORDANCE WITH FEDERAL, STATE AND LOCAL CODES, ACCEPTED BY THE ARCHITECT AND LEFT IN PERFECT OPERATING CONDITION. PROVIDE ALL NECESSARY LUBBILTY INSURANCE POLICIES AS REQUIRED BY THE ARCHITECTURAL SPECIFICATIONS. THIS CONTRACTOR SHALL RED EXECUTED CONTRACTOR SHALL RED EXECUTES OR ANY SUB-SUB-CONTRACTOR AND/OR THET BENDERICT THE REPLOYEES. OR ANY SUB-SUB-CONTRACTOR AND/OR THEM EMPLOYEES. THIS INDEMNITY SHALL ALS APPLY TO ANY CLAMS FLIED BY OTHERS BECAUSE OF WORK DONE BY THIS CONTRACTOR. MALL CLAIMS, LOSSES, EXPENSES, OF ANY FUB-SUB-SUB-CONTRACTOR AND/OR THEME BELPLOYEES. THIS INDEMNITY SHALL BE RESPONSIBLE TO INSTALL ALL ITEMS SPECIFIED USING CONSTRUCTION METHODS SHAT WILL PROTECT PROPERTY AT ALL TIMES AND PREVENT BODILY INJURY AND/OR DEATH. SPECIAL ATENTION AND PRE-CAUTION SHALL BE REPONSIBLE TO INSTALL ALL ITEMS SPECIFIED USING CONSTRUCTION METHODS SHALL BE PAID BY THE CONTRACTOR SHALL BE RESPONSIBLE. TO INSTALL ALL ITEMS SPECIFIED USING CONSTRUCTION METHODS SHAT WILL PROTECT PROPERTY AT ALL TIMES AND PREVENT BODILY INJURY AND/OR DEATH. SPECIAL ATENTION AND PRE-CAUTION SHALL BE PAID BY THE CONTRACTOR SHALL BE RESPONSIBLE. SUBJECTIVE DOTILY INJURY AND/OR DEATH. SPECIAL ATENTION AND PRE-CAUTION SHALL BE				F
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VENT PIPING SHALL BE GALVANIZED SCHEDULE #40. VENT ALL FLOOR DRAINS LOCATED MORE THAN 5'-0" FROM A VENTED FIXTURE.         ALL PIPING PASSING THROUGH 1 HOUR OR MORE FIRE OR SMOKE BARRIER RATED WALLS SHALL BE CAULKED SMOKE-TIGHT WITH NON-COMBUSTIBLE MATERIAL. FIBERGLASS SHALL NOT BE ACCEPTABLE.         PIPING INSULATION, COVERING, VAPOR BARRIER AND ADHESMES SHALL HAVE A FLAME SPREAD RATING NOT MORE THAN 20 AND A SMOKE DEVELOPED RATING NOT MORE THAN 40. ARMAFLEX AND CANVAS COVERING SHALL NOT BE ACCEPTABLE.         CHECK THE LATEST EQUIPMENT SHOP DRAWINGS FOR ACTUAL REQUIREMENTS AND THE EXACT LOCATION OF EACH FIXTURE AND PICCE OF EQUIPMENT.         PROVIDE VACUUM BREAKERS ON ALL HOSE BIBB CONNECTIONS AND ANTI-SCALDING VALVES FOR HOT WATER SUPPLY. ALL PLUMBING WORK SHOWN INSIDE AND OUTSIDE OF THE PROPERTY LINES IS TO BE PERFORMED BY THE PLUMBING CONTRACTOR.         INSTALL INSULATING COUPLINGS ON ALL HOSE BIBB CONNECTIONS TO PREVENT CORROSION AND ELECTROLYSIS OR GALVANIC ACTION FROM DISSIMILAR METAL CONNECTIONS.         OWNER SHALL CHECK AND VERIFY THE QUALITY OF WATER AND SHALL PROVIDE PROPER WATER TREATMENT.         QUALITY       OF WATER AND SHALL PROVIDE PROPER WATER TREATMENT.         QUALITY       OF WATER AND SHALL PROVIDE PROPER WATER TREATMENT.	VENT PRINC SHALL BE CALVANUED SCHEDULE (40. VENT ALL FLOOR DRAINS LOCATED WALES SHALL BE CALLACED SKOKE-TIGHT WITH ALL PRINC PASSING THROUGH I HOUR OR MORE TIRE OR SKOKE BARRER RATED WALES SHALL BE CALLACED SKOKE-TIGHT WITH AND-COMBUSTINE MATERIAL. TEREORY SHALL HAVE & FLAME SPREAD ROTING NOT MORE TIAN 20 AND A SURVE DOULDED BRITNE NOT MORE TIMI 40. ARWATEX MED CANNOS COMEINING SHALL HAVE & FLAME SPREAD ROTING NOT MORE TIAN 20 AND A SURVE DOULDED BRITNE NOT MORE TIMI 40. ARWATEX MED CANNOS COMEINING SHALL HAVE & FLAME SPREAD ROTING NOT MORE TIAN 20 AND A PRECE OF EQUIPMENT. PROVIDE VIEL VIEL STEED TOURING TO RATE RATED WALES AND THE EXACT LOCATION OF EACH PICTURE AND PRECE OF EQUIPMENT. REVIEWING WORK SHOWINGS ON ALL PLUMBING DIRING CONNECTIONS TO PREVENT CORROSION AND ELECTROLISIS OR CALVANIC ADDING FROM DISE OF THE PURCHENT LOSIS IS TO PREVENT CORROSION AND ELECTROLISIS OR CALVANIC ADDING FROM DISE OF THE PURCHENT AND SHALL PROVIDE PROPER WATER TREATMENT.	VENT PIPING SHALL BE GALVANIZED SCHEDULE #40. VENT ALL FLOOR DRAINS LOCATED MORE THAN 5'-0" FROM A VENTED FIXTURE. ALL PIPING PASSING THROUGH 1 HOUR OR MORE FIRE OR SMOKE BARRIER RATED WALLS SHALL BE CAULKED SMOKE-TIGHT WITH NON-COMBUSTIBLE MATERIAL. FIBERGLASS SHALL NOT BE ACCEPTABLE. PIPING INSULATION, COVERING, VAPOR BARRIER AND ADHESIVES SHALL HAVE A FLAME SPREAD RATING NOT MORE THAN 20 AND A SMOKE DEVELOPED RATING NOT MORE THAN 40. ARMAFLEX AND CANVAS COVERING SHALL NOT BE ACCEPTABLE. CHECK THE LATEST EQUIPMENT SHOP DRAWINGS FOR ACTUAL REQUIREMENTS AND THE EXACT LOCATION OF EACH FIXTURE AND PIECE OF EQUIPMENT. PROVIDE VACUUM BREAKERS ON ALL HOSE BIBB CONNECTIONS AND ANTI-SCALDING VALVES FOR HOT WATER SUPPLY. ALL PLUMBING WORK SHOWN INSIDE AND OUTSIDE OF THE PROPERTY LINES IS TO BE PERFORMED BY THE PLUMBING CONTRACTOR. INSTALL INSULATING COUPLINGS ON ALL PLUMBING PIPING CONNECTIONS TO PREVENT CORROSION AND ELECTROLYSIS OR GALVANIC ACTION FROM DISSIMILAR METAL CONNECTIONS.	OFCH FAMILY FV	UEGH FAMILY EY	DITION & AI TER	
PLUMBING WORK SHOWN INSIDE AND OUTSIDE OF THE PROPERTY LINES IS TO BE PERFORMED BY THE PLUMBING CONTRACTOR. INSTALL INSULATING COUPLINGS ON ALL PLUMBING PIPING CONNECTIONS TO PREVENT CORROSION AND ELECTROLYSIS OR GALVANIC ACTION FROM DISSIMILAR METAL CONNECTIONS. OWNER SHALL CHECK AND VERIFY THE QUALITY OF WATER AND SHALL PROVIDE PROPER WATER TREATMENT. 0       9:00       9:10         0       9:00       9:10         0       9:00       9:10         0       9:00       9:10         0       9:00       9:10         0       9:00       9:10         0       9:00       9:10         0       9:00       9:10         0       9:00       9:00         0       9:00       9:00         0       9:00       9:00         0       9:00       9:00         0       9:00       9:00         0       9:00       9:00         0       9:00       9:00         0       9:00       9:00         0       9:00       9:00         0       9:00       9:00         0       9:00       9:00         0       9:00       9:00         0       9:00       9:00         0       9:00       9:00	PLUMBING WORK SHOWN INSIDE AND OUTSIDE OF THE PROPERTY LINES IS TO BE PERFORMED BY THE PLUMBING CONTRACTOR. INSTALL INSULATING COUPLINGS ON ALL PLUMBING PIPING CONNECTIONS TO PREVENT CORROSION AND ELECTROLYSIS OR GALWANIC ACTION FROM DISSIMILAR METAL CONNECTIONS. OWNER SHALL CHECK AND VERIFY THE QUALITY OF WATER AND SHALL PROVIDE PROPER WATER TREATMENT.	PLUMBING WORK SHOWN INSIDE AND OUTSIDE OF THE PROPERTY LINES IS TO BE PERFORMED BY THE PLUMBING CONTRACTOR. INSTALL INSULATING COUPLINGS ON ALL PLUMBING PIPING CONNECTIONS TO PREVENT CORROSION AND ELECTROLYSIS OR GALVANIC ACTION FROM DISSIMILAR METAL CONNECTIONS.				
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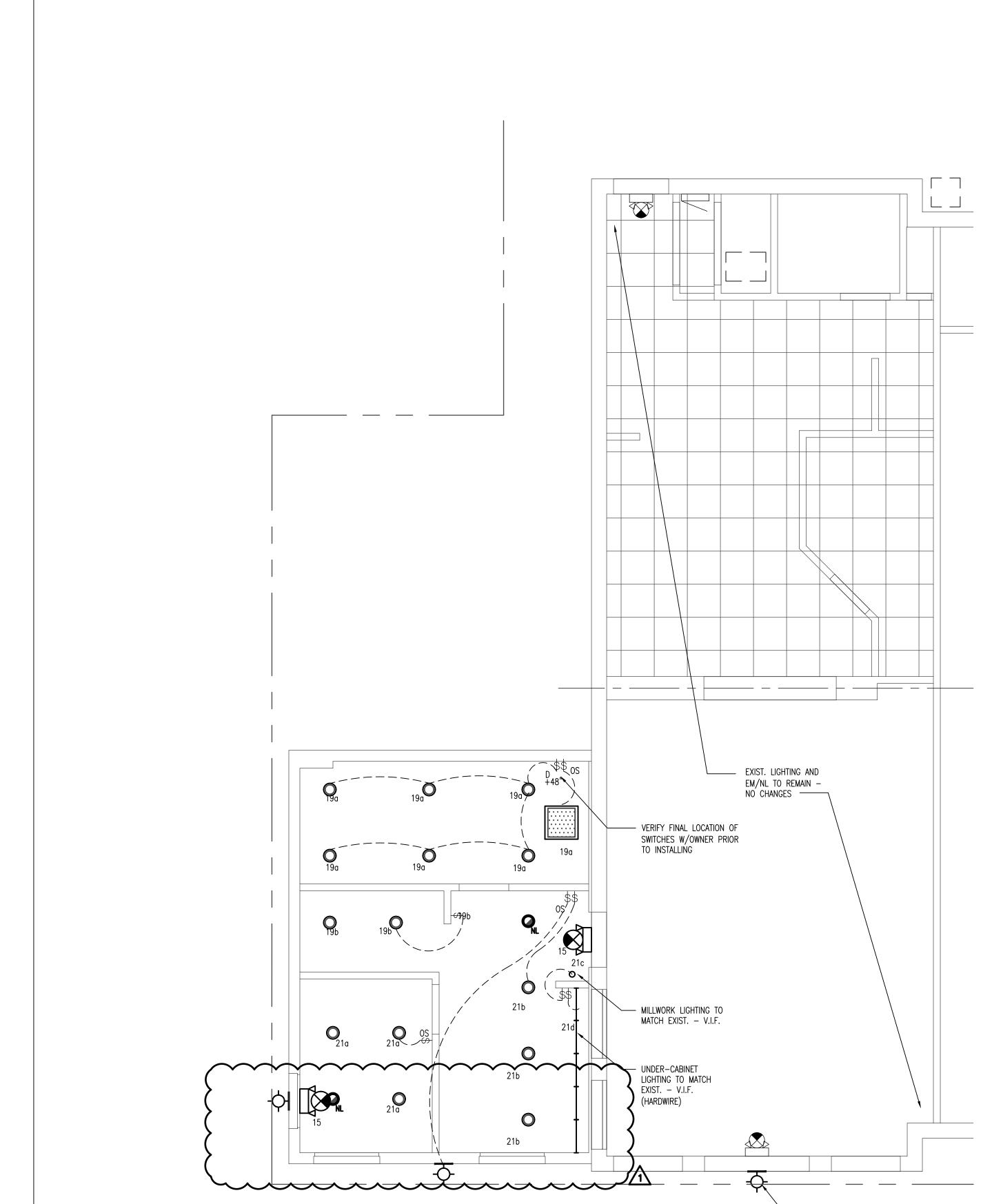
FIRE PROTECTION NOTES:	
1. CONTRACTOR SHALL INSTALL NEW SPRINKLER SYSTEM IN ACCORDANCE WITH THE FOLLOWING:	<b>dstel Archite</b> BLVD . HUNTLEY, IL 60142 .
A. N.F.P.A. – 13	T, I
B. LOCAL MUNICIPALITY	
C. BUILDING STANDARD AND PROCEDURES	HUNTLEY
D. LOCAL FIRE PROTECTION CODES	D. J
2. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF SYSTEM CAPACITY FLOW RATES, SYSTEM PRESSURES AND RESULTANT SPRINKLER HEAD COVERAGE/DENSITY.	e Castel Ar L park blyd . huntiley,
3. CONTRACTOR MUST SUBMIT SHOP DRAWINGS AND HYDRAULIC CALCULATIONS AND TEST RESULTS FOR APPROVAL BY BUILDING ENGINEER, THE LOCAL FIRE PREVENTION BUREAU, OWNER'S REPRESENTATIVE AND INSURANCE UNDERWRITER.	
4. CONTRACTOR TO FIELD VERIFY CONDITIONS PRIOR TO BID. DRAWINGS ARE BASED ON VISUAL INSPECTION AND MAY NOT REVEAL TRUE CONDITIONS. ADD ADDITIONAL HEADS AS REQUIRED TO AVOID CONFLICTS WITH LIGHT, DUCTS, ETC. AND TO MEET ALL CODE REQUIREMENTS.	Enrique Cas 10368 CENTRAL PARK BLVD
5. CONTRACTOR TO COORDINATE LOCATIONS OF SPRINKLER HEADS AND PIPES WITH ALL OTHER TRADES PRIOR TO INSTALLATION TO AVOID POSSIBLE CONFLICTS.	
6. SPRINKLER PIPING SHALL BE SUPPORTED IN ACCORDANCE WITH N.F.P.A. REQUIREMENTS. NO OTHER PIPING OR EQUIPMENT MAY BE SUPPORTED FROM PIPE HANGER SYSTEM.	
7. NEW SPRINKLER HEADS TO BE RECESSED PENDANT TYPE WITH CHROME COVER PLATE. PROVIDE UPRIGHT PENDANT HEADS IN AREAS WITHOUT CEILINGS. PROVIDE SHOP DRAWINGS FOR REVIEW BY BUILDING LANDLORD.	S II
8. MAIN AND BRANCH PIPING SHALL BE ASTM A53 SCH. 40 BLACK STEEL. PIPING MAY BE SHOP WELDED USING WELDING FITTINGS. THREADS ON SPRINKLER PIPING HAVING LESSER WALL THICKNESS ARE NOT PERMITTED. MECHANICAL GROOVED JOINTS MAY BE USED IN LIEU OF THREADED OR WELDED JOINTS.	CARE
9. FIRE EXTINGUISHERS TO BE INSTALLED THROUGHOUT FACILITY DURING CONSTRUCTION PHASE AND PERMANENTLY AFFIXED UPON COMPLETION. LOCATION OF FIRE EXTINGUISHERS AS SHOWN ON DRAWINGS AND AS REQUIRED BY N.F.P.A., LOCAL PROTECTION BUREAU AND INSURANCE UNDERWRITER.	EYE(
NEW EXTINGUISHERS TO BE BY POTTER ROMER FIGURE NO. 3010, 10LB. DRY CHEMICAL PRESSURIZED ENAMELED STEEL. EXTINGUISHERS SHALL BE WALL OR CABINET MOUNTED AS SHOWN ON DRAWINGS. CABINETS TO BE POTTER ROMER.	AMILY & ALT
10. ALL NEW SPRINKLER HEADS SHALL BE CONNECTED TO EXISTING SPRINKLER MAINS IN BUILDING. CONTRACTOR TO FIELD VERIFY LOCATION OF CONNECTIONS. REMOVE ANY UPRIGHT PENDANT HEADS AS REQUIRED.	
11. COORDINATE MOUNTING HEIGHT OF ALL HEADS WITH HVAC SYSTEM AND LIGHTING SYSTEM. VERIFY WITH ARCHITECT.	

**NOTE:** FIRE EXTINGUISHERS NEED TO BE INSTALLED PER NFPA 10 2000, AND MEET ADA REQUIREMENTS FOR MOUNTING HEIGHT. FOR THE SHELL BUILDING, ONE EXTINGUISHER RATED A MINIMUM OF 2A SHALL BE REQUIRED FOR EVERY 6000 SQUARE FEET WITH A MAXIMUM OF 75 FEET OF TRAVEL. DURING TENANT BUILD OUTS A MINIMUM OF ONE EXTINGUISHER NEEDS TO BE PRESENT IN EACH SPACE

# LEGEND

- SPRINKLER HEAD
- ⊕ EXISTING SPRINKLER HEAD
- O FIRE EXTINGUISHER

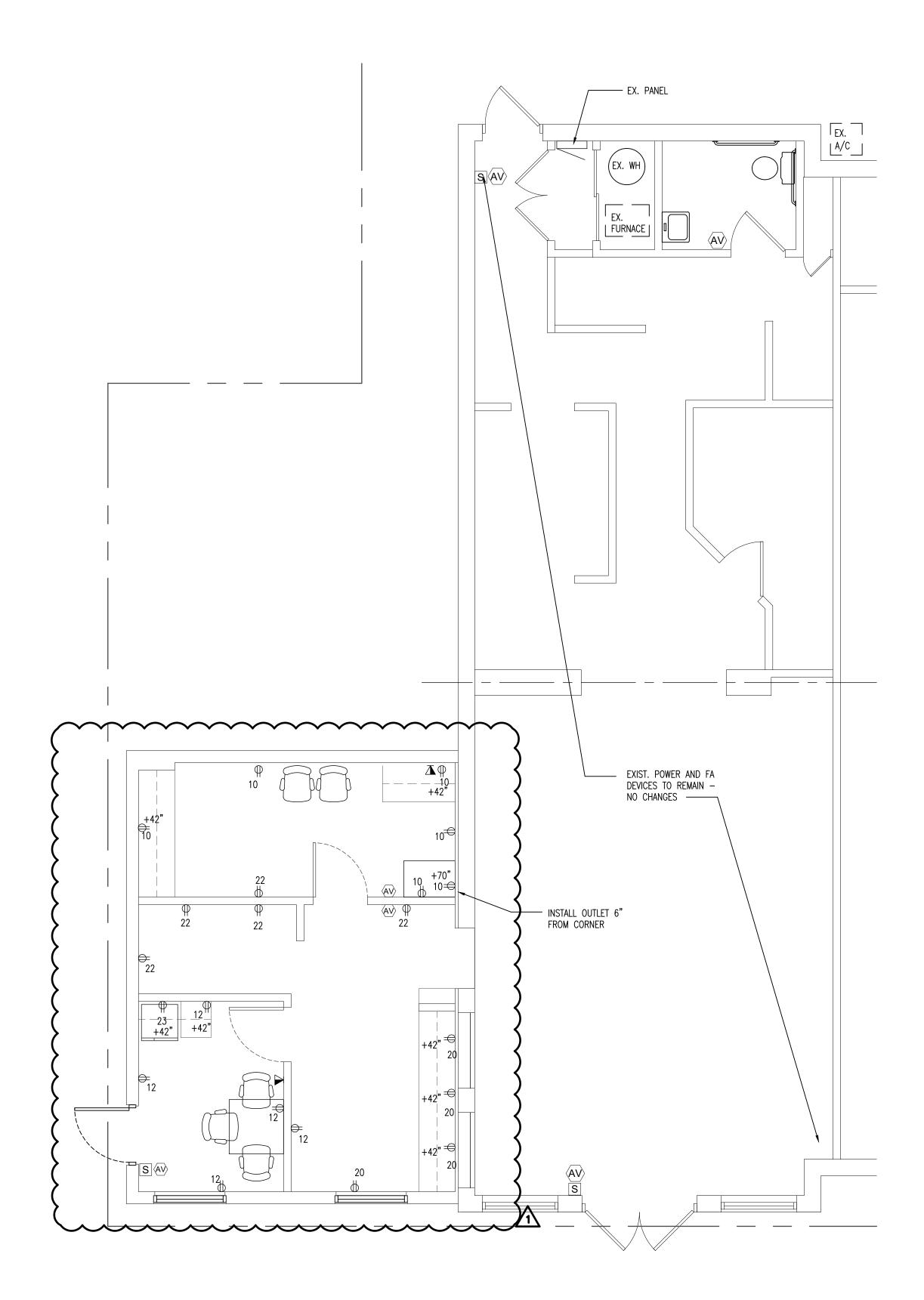
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1     REVISED PER VILLAGE/OWNER REVIEWS     06.26.19       3     06.26.19     06.26.19       3     05.21.18     02.21.18       3     02.07.18     02.07.18       No.     Revisions / Submissions     Date				ns / Submissions
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ENC	06.26.19	02.21.18	02.07.18	No.
	/ISED PER VILLAGE/OWNER REVIEWS	R PERMIT / BIDDING	R OWNER REVIEW	/ Submissions Date No.



1 LIGHTING PLAN

AGENDA - 12/3/2019,...

NEW CONTRACTOR PROPVIDED/OWNER SELECTED GOOSENECK LIGHTING (V.I.F.), TYP., WIRE TO BUILDING LIGHTING CIRCUIT



# 2 **POWER PLAN** 1/4" = 1'-0"

	IT / BIDDING 02.21.18 02.21.18	FOR OWNER REVIEW 02.07.18 ADDITION & ALTERATIONS 10368 CENTRAL PARK BLVD . HUNTLEY, IL 60142 .	ons Date No. Revisions / Submissions Date 17322 S. OAK PARK TINLEY PARK, IL. 60477
		REVIEW	
DATE PRO. SCAL	E: ECT N <b>201</b>	- 10: 8-01	5

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# ELECTRICAL SPECIFICATIONS

#### BASIC ELECTRICAL REQUIREMENTS

- A. GENERAL CONDITIONS 1. DRAWINGS AND GENERAL PROVISIONS OF CONTRACT, INCLUDING GENERAL AND SUPPLEMENTARY CONDITIONS AND ALL OTHER SPECIFICATION SECTIONS, ARE A PART OF THIS CONTRACT.
- 2. THE CONTRACTOR FOR THIS WORK IS REQUIRED TO READ THE ENTIRE SPECIFICATION AND REVIEW DRAWINGS FOR ALL OTHER TRADES.
- 3. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING HIS SUBCONTRACTORS WITH A FULL SET OF BID DOCUMENTS INCLUDING SPECIFICATIONS AND MUST COORDINATE HIS WORK AND INSPECTIONS AND THE WORK AND INSPECTION OF HIS SUBCONTRACTORS WITH ALL OTHER TRADES ON SITE TO CONFORM WITH THE GENERAL CONTRACTOR'S TIME SCHEDULE.
- 4. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO SUBMITTING HIS BID TO DETERMINE CONDITIONS AFFECTING THE WORK. BIDS SHALL SERVE AS EVIDENCE OF KNOWLEDGE OF EXISTING CONDITIONS AND ANY MODIFICATIONS WHICH ARE REQUIRED TO MEET THE INTENT OF THE DRAWINGS AND SPECIFICATIONS. FAILURE TO VISIT THE SITE DOES NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY IN PERFORMANCE OF WORK.
- 5. WHEN USED, THE TERM "PROVIDED BY CONTRACTOR" SHALL BE INTERPRETED AS MEANING "FURNISHED AND INSTALLED BY CONTRACTOR" WITH THE EXCEPTION WHERE ITEMS ARE "PROVIDED BY TENANT" SHALL BE INTERPRETED AS MEANING "FURNISHED BY TENANT" (INSTALLED BY CONTRACTOR), EXCEPT WHERE NOTED OTHERWISE.
- B. GENERAL REQUIREMENTS
- 1. THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, EQUIPMENT, SERVICES, TOOLS, TRANSPORTATION, INCIDENTALS AND DETAILS NECESSARY TO PROVIDE A COMPLETE AND FULLY FUNCTIONABLE ELECTRICAL SYSTEMS AS SHOWN ON THE DRAWINGS, CALLED FOR IN THE SPECIFICATIONS, AND AS REQUIRED BY JOB CONDITIONS. ALL WORK NOT SPECIFICALLY NOTED AS BEING BY THE LANDLORD OR POWER COMPANY SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR. CLOSELY COORDINATE THE ENTIRE INSTALLATION WITH LANDLORD AND/OR POWER COMPANY AS REQUIRED. PROVIDE EQUIPMENT THAT IS 2. ALL KNOCKOUT BOXES, UPON WHICH LIGHTING FIXTURES ARE TO BE RATED FOR AVAILABLE FAULT CURRENT LEVELS. PROVIDE "CABLE LIMITERS" IF NECESSARY TO LIMIT FAULT CURRENT. FIELD VERIFY THE EXACT TYPE, SIZE, LOCATION, REQUIREMENTS, ETC. OF EXISTING POWER AND TELEPHONE FACILITIES PRIOR TO SUBMISSION OF BID.
- UNLESS SPECIFICALLY NOTED OTHERWISE, MATERIALS, PRODUCTS, AND EQUIPMENT, INCLUDING ALL COMPONENTS THEREOF, SHALL BE NEW, UNDERWRITERS LABORATORIES LISTED AND LABELED AND SIZED IN CONFORMITY WITH REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE, STATE AND LOCAL CODES, WHICHEVER IS MORE STRINGENT.
- C. CODES
- 1. ALL WORK SHALL BE PERFORMED IN A NEAT AND PROFESSIONAL MANNER G. WIRING USING GOOD ENGINEERING PRATICES. ALL WORK SHALL CONFORM TO 2011 NEC W/ VILLAGE OF GRAYSLAKE, ILL. AMENDMENTS..
- D. LICENSES, PERMITS, INSPECTIONS & FEES
- 1. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL LICENSES, PERMITS, INSPECTIONS, AND FEES REQUIRED OR RELATED TO HIS WORK.
- 2. FURNISH TO THE TENANT'S CONSTRUCTION MANAGER ALL CERTIFICATES OF INSPECTION AND FINAL INSPECTION APPROVAL AT COMPLETION OF PROJECT.
- E. CONDUIT
- 1. THE CONTRACTOR SHALL PROVIDE ALL CONDUITS SERVING ALL EQUIPMENT. INCLUDING BUT NOT LIMITED TO, LIGHTING, RECEPTACLES, HEATING, AIR CONDITIONING, TELEPHONE, AND ELECTRICAL EQUIPMENT.

- 2. ALL PANEL AND SERVICE FEEDERS SHALL BE IN GALVANIZED IMC 2" AND LARGER AND EMT FOR UNDER 2" AS REQUIRED BY LOCAL CODES AND THE LANDLORD. ALL CONDUIT IS TO BE UL LABELED. EMT SHALL BE ACCEPTABLE FOR BRANCH CIRCUITS RUN ABOVE SUSPENDED CEILINGS OR CONCEALED IN INTERIOR PARTITIONS. EMT CONNECTORS SHALL BE COMPRESSION TYPE. CONDUIT UNDER SLAB ON GRADE SHALL BE
- MINIMUM SIZES OF CONDUIT SHALL BE 1/2" FOR INDIVIDUAL LIGHTING 3. FIXTURE CONNECTIONS OR TO INDIVIDUAL LIGHT SWITCHES AND FOR ALL OTHER LOCATIONS. IF HVAC CONTROL WIRING IS REQUIRED TO BE RUN IN CONDUIT, IT SHALL BE MINIMUM OF 1/2" SIZE, UNLESS NOTED OTHERWISE ON DRAWINGS. ALL IN/UNDER FLOOR SLAB CONDUIT SHALL BE OF MINIMUM 3/4" SIZE. ALL CONDUIT HOMERUNS TO BE 1" CONDUIT MINIMUM.
- 4. SUPPORT ALL CONDUIT, INCLUDING SEISMIC AND SWAY BRACING, IN ACCORDANCE WITH THE NEC AND LOCAL CODES.
- 5. GENERALLY, ALL CONDUIT SHALL BE CONCEALED EXCEPT FOR UNFINISHED AREAS, SUCH AS EQUIPMENT ROOMS. EXPOSED CONDUIT SHALL BE ALLOWED ONLY AS NOTED ON PLAN AND AS APPROVED BY THE OWNER'S CONSTRUCTION MANAGER. PAINTING OF CONDUITS WILL BE BY GENERAL CONTRACTOR.
- 6. FLEXIBLE METAL CONDUIT

RIGID STEEL.

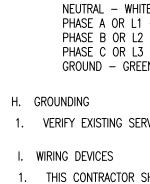
- A. FLEXIBLE METAL CONDUIT AND ASSOCIATED FITTINGS ARE TO BE LISTED FOR GROUNDING. A GREEN GROUNDING CONDUCTOR SHALL BE PROVIDED FOR IN ALL CIRCUITS ALL CONNECTORS ARE TO BE OF A NEMA APPROVED TYPE.
- B. THE USE OF ROMEX, BX, ETC. IS NOT PERMITTED. C. CONNECTION TO OUTDOOR EQUIPMENT MUST BE WEATHERPROOF,
- I.E. LIQUIDTIGHT OR SEALTIGHT.
- F. OUTLET BOXES
- ALL OUTLET BOXES SHALL BE GALVANIZED PRESSED STEEL OF THE 1. STANDARD KNOCKOUT TYPE. NO ROUND OUTLET BOXES SHALL BE PERMITTED, EXCEPT AS SPECIFICALLY NOTED ON DRAWINGS.
- INSTALLED, SHALL BE EQUIPPED WITH 3/8" FIXTURE STUDS.
- 3. EXTERIOR BOXES SHALL BE CAST RUST-RESISTING METAL WITH GASKETED COVERS.
- 4. INSTALL BOXES RIGIDLY FROM BUILDING STRUCTURE AND SUPPORT INDEPENDENTLY OF THE CONDUIT SYSTEM. ALSO PROVIDE SUITABLE BOX EXTENSIONS TO EXTEND BOXES TO FINISHED FACES OF FLOORS, CEILINGS, WALLS ETC. ALL RECEPTACLE OUTLET BOXES TO HAVE SUITABLE BLOCKING BEHIND THEM OR PRE-MANUFACTURED "CADDY" TYPE BRACING CLIPS ADDED TO MINIMIZE THE DEFLECTION THAT OCCURS WHEN PLUGGING/UNPLUGGING INTO THESE DEVICES.

- CONDUCTORS FOR FEEDERS AND BRANCH CIRCUITS SHALL BE COPPER AND 1. THE AWG SIZE AND TYPE AS SHOWN ON DRAWINGS. MINIMUM WIRE SIZE SHALL BE #12. THE CONDUCTORS SHALL HAVE 600 VOLT INSULATION, TYPE THW, THWN OR THHN. MINIMUM WIRE SIZE FOR ALL HOMERUNS TO BE #10 AWG.
- 2. MINIMUM WIRE SIZE – 20 AMP. BRANCH CIRCUIT SHALL BE AWG LISTED SIZE PER DISTANCE SHOWN BELOW. DISTANCE SHALL BE MEASURED FROM THE PANEL BOARD CIRCUIT BREAKER TO THE FURTHEST OUTLET. A. #12 LESS THAN 100 FEET B. #10 OVER 100 FEET
- 3. CONDUCTORS SHALL BE STRANDED FOR SIZES #8 AWG AND LARGER.
- 4. ALUMINUM CONDUCTORS ARE NOT PERMITTED.
- 5. ALL WIRING SHALL BE IN CONDUIT, UNLESS SPECIFICALLY NOTED OTHERWISE (IE. LOW VOLTAGE PLENUM RATED WIRE).

	PAN	IEL L	OCATI	DN _	REAR		s <u>200</u>				FEE	ITACTOR DER WIRE <u>4#3/0 &amp; 1#4G</u> C. RATING	HA FL SU GF	USH JRFAC	UGS C MOUN CE MOI D BUS	T UNT	
	В	REAK	ER	LO	AD		LOAD	TOT	ΓAL	(KW)	LOAD		LC	DAD	BR	EAKE	R
	NO.	AMP	POLE	LTG.	PWR.	CIRCUIT DESCRIPTION	WATTS	Α	В	С		CIRCUIT DESCRIPTION	PWR.	LTG.	POLE	AMP	NO.
	1	20	1	Х		EX. LIGHTS				X		EX. A/C	X		2	30	
	3	20	1	Х		EX. LIGHTS			1			EX. A/C	X		_	30	
	5	20	1	Х		EX. LIGHTS			$\mathbb{V}$			EX. FURNACE	X		1	15	
	7	20	1	Х		EX. LIGHTS				XZA		EX. TOILET	X	Х	1	15	
	9	20	1	Х		EX. LIGHTS			1.1			RECP - EXAM	X		1	15	
	11	20	1	Х		EX. LIGHTS			$\mathbb{V}$	0.9	900	RECP – BREAK	<u> </u>		1	15	
	13	20	1	Х		EX. LIGHTS				XД		EX. RECP	<u> </u>		1	20	
:м	15	20	1	Х		EX. EXIT/EM						EX. RECP	X		1	20	
	17	20	1		Х	EX. RECP			$\mathbb{V}$			EX. LIGHTS		Х	1	20	
	19	15	1	Х		LIGHTS - ADDITION	150	1.1	*	XZZ		RECP - DISP	X		1	15	
	21	15	1	Х		LIGHTS - ADDITION	116		1.1		900	RECP - PRE-TEST	<u> </u>		1	20	
	23	20	1	Х		RECP - REFRIG	1000		$\mathbb{X}$	1.0		EX. WATER HEATER	X		2	30	
	25		1	Х		SPARE			$\mathbb{Z}$	X/A		<u> </u>	<u> </u>		-	30	
	27		2			SPARE		4				SPARE			2	30	
	29	40	-			<u></u>			V/	1		<u>⊥</u>			-	30	30
TOTAL PHASE LOADING KW: 1.1 2.2 1.9																	
ŀ			10.02	20/ 1													
	NOTES:																

CONTRACTOR TO BALANCE OUT LOADS IN FIELD

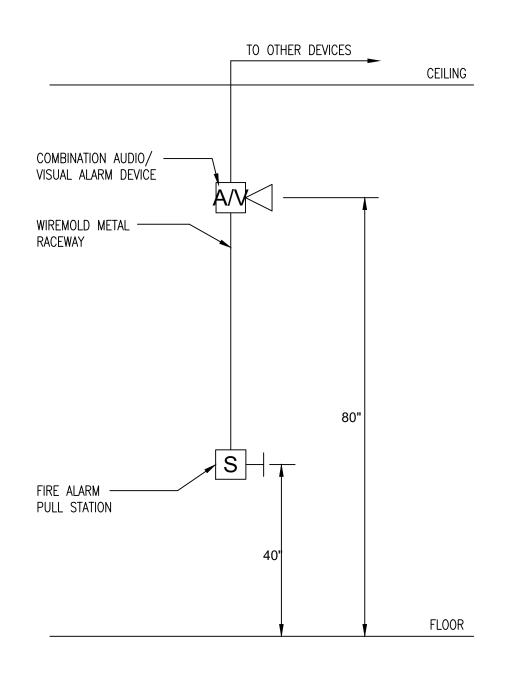
C# – ROUGH THROUGH CONTACTOR ₽



VILLAGE OF TINLEY...

<ul> <li>S</li> <li>6. THE USE OF SHARED NEUTRALS IS ALLOWED FOR LIGHTING AND NON-COMPUTER RECEPTACLE CIRCUITS AND SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODES AND LOCAL CODES. ALL OTHER EQUIPMENT SHALL HAVE A DEDICATED FULL SIZE NEUTRAL.</li> <li>7. THE USE OF BX IS NOT PERMITTED, WITHIN THE DEMISED PREMISIS WHERE ALLOWED BY LOCAL CODE.</li> <li>9. WIRE CONNECTORS SHALL BE EQUAL TO "SCOTCH LOCK" FOR #8 AWG WIRE AND SMALLER AND EQUAL TO T &amp; B "LOCKTIGHT" FOR #6 AWG AND LARGER. EQUALS BY BUCHANAN ARE ACCEPTABLE.</li> <li>10. ALL WIRING TO BE COLOR-CODED AS FOLLOWS: <ul> <li>120/208 VOLT SYSTEM</li> <li>NEUTRAL - WHITE</li> <li>PHASE A OR L1 - BLACK</li> <li>PHASE A OR L2 - RED</li> <li>PHASE C OR L3 - BLUE</li> <li>GROUNDING</li> </ul> </li> <li>1. VERIFY EXISTING SERVICE GROUND CONTINUITY.</li> <li>I. WIRING DEVICES</li> <li>1. THIS CONTRACTOR SHALL FURNISH AND INSTALL SWITCHES AND RECEPTACLES AS SHOWN ON THE DRAWINGS AND NECESSARY FOR A COMPLETE INSTALLATION. COLOR OF DEVICES AND PLATES SHALL BE INSTALLED WHERE SHOWN ON DRAWINGS OR AS REQUIRED BY CODE.</li> </ul>		
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	AWINGS AND NECESSARY FOR A DEVICES AND PLATES SHALL BE I'HE DEVICES SHALL BE OF THE ALS BY ARROW–HART, GENERAL EATHERPROOF GFI RECEPTACLES	1.
SINGLE POLE SWITCHES: 20 A – 277 V HUBBELL–1221 THREE WAY SWITCHES: 20 A – 277 V HUBBELL–1223 DUPLEX RECEPTACLES: 20 A – 125 V HUBBELL–5362 GROUND FAULT CIRCUIT INTERRUPTING RECEPTACLES: 20 A–125V HUBBELL – GF5262	77 V HUBBELL-1223 125 V HUBBELL-5362	
J. PANELBOARDS		J. F
1. ALL PANEL BOARDS ARE EXISTING TO REMAIN AND BE REUSED. PROVIDE UPDATED PANEL SCHEDULE.	O REMAIN AND BE REUSED. PROVIDE	1.
<ol> <li>PANEL BOARDS SHALL HAVE A MINIMUM SHORT CIRCUIT CURRENT RATING AS FOLLOWS: LIGHTING PANEL BOARDS: 10,000 A.I.C. CIRCUIT BREAKER DISTRIBUTION PANEL BOARDS: 25,000 A.I.C.</li> </ol>	I.C.	2. F
VERIFY ACTUAL AIC SHORT CIRCUIT CURRENT REQUIREMENTS WITH UTILITY COMPANY PRIOR TO ORDERING EQUIPMENT.		

	SYMBOL LIST
SYMBOL	DESCRIPTION
	WALL MOUNTED SELF CONTAINED EMERGENCY FIXTURE WITH BATTERY BACKUP AND SOLID STATE CHARGER.
۲	EXIT SIGN FIXTURE, SURFACE CEILING MOUNTED, SINGLE OR DOUBLE FACE, WITH OR WITHOUT DIRECTIONAL ARROWS.
\$	SINGLE POLE 20 AMP 120 VOLT TOGGLE SWITCH WALL MOUNTED.
<b>≸</b> ⊺	THERMAL TRIP SWITCH.
J	CEILING JUNCTION BOX, SIZE AS REQUIRED.
Φ	STANDARD DUPLEX RECEPTACLE.
Ф <sub>GFI</sub>	SAME AS ABOVE EXCEPT WITH GROUND FAULT INTERRUPTER.
	ELECTRICAL PANEL.
Фтр	TAMPER PROOF DUPLEX RECEPTACLE
⇔	QUADRUPLEX RECEPTACLE
۲	CABLE/TV OUTLET
►	PHONE JACK
\$	LIGHT AND FAN CONTROLS
	FOUR PHONE JACKS
FACP	SUPERVISORY VALVE TAMPER SWITCH
DSD	DUCT SMOKE DETECTOR
AV	AUDIO/VISUAL ALARM DEVICE
S	PULL STATION
EWC	ELECTRIC WATER COOLER
EWH	ELECTRIC WATER HEATER
E	EXISTING
N	NEW
R	RELOCATED
WP	WEATHER PROOF
TC	7 DAY TIME CLOCK
SD	SMOKE DETECTOR



#### FIRE ALARM DEVICES DETAIL TO SATISFY "ADA" REQUIREMENTS NONE

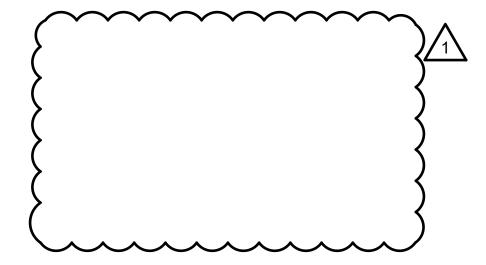


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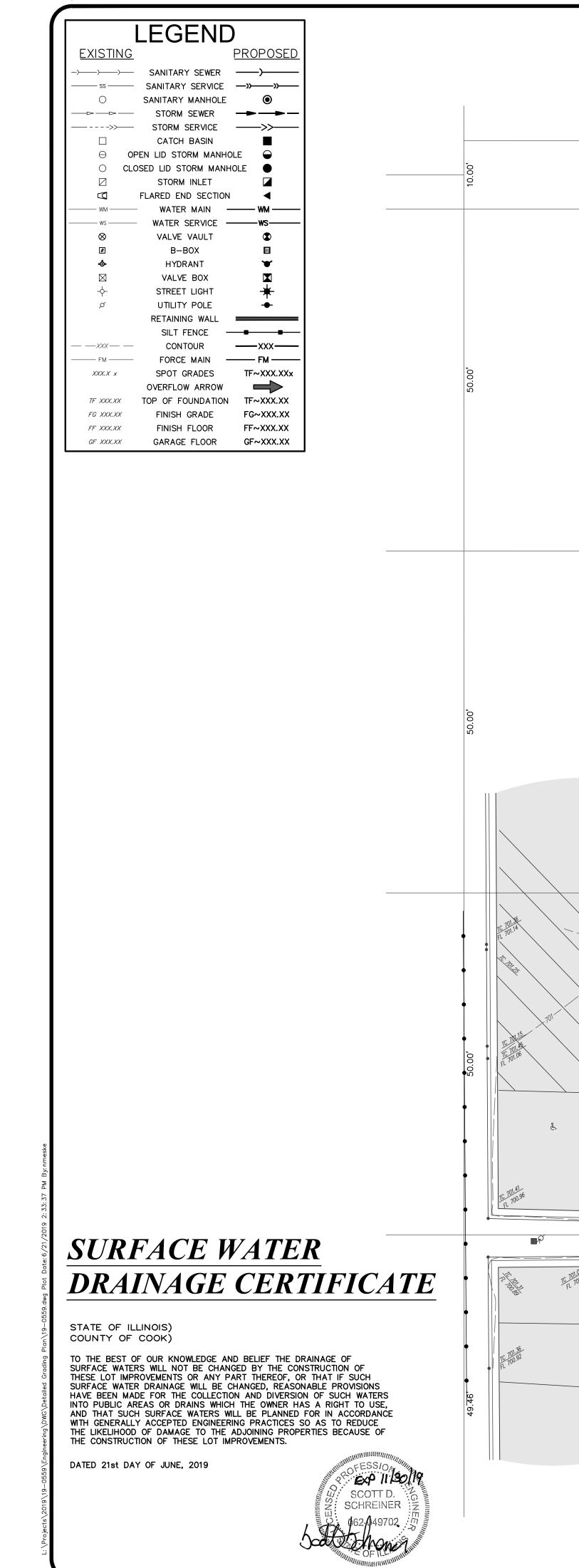
	LIGHTIN	G FIXTURE S	SCHE	DULE	-	
SYMBOL	DESCRIPTION	MANUFACTURER & CATALOG #		MOUNTING	VOLTAGE	REMARKS
	2'X2' TROFFER WITH .125 ACRYLIC LENS	DAYBRITE #2TG817R-01-UNV-1/2-EBLHE OR MATCH EXIST (V.I.F.)	17WT8	RECESSED	120	$\mathbf{z}$
0	RECESSED LED DOWNLIGHT FIXTURE	JUNO OR EQ. P6-30 3500K INCDESCENT EQUIV. 100W	(1) LED 14.5W A21	RECESSED	120	$\mathbf{\zeta}$
Ø	RECESSED LED DOWNLIGHT FIXTURE W/EMERGENCY	JUNO OR EQ. P6-30 3500K INCDESCENT EQUIV. 100W	(1) LED 14.5W A21	RECESSED	120	5
						)
$\sim$						
	EMERGENCY UNIT BATTERY LIGHT	EXITRONIX #LL SOH-6/12-SO	LED	CEILING	120	1
۲	SELF POWERED FLUORESCENT EXIT SIGN	EXITRONIX #VEX-U-BP-WB-WH-EL90 EXIT / EM COMBO	LED	CEILING	120	1

### <u>REMARKS</u>

1. EXIT SIGN AND EMERGENCY BATTERY UNITS. 1 1/2 HOUR DURATION, AS REQUIRED BY LOCAL ORDINANCES.



		10368 CENTRAL PARK BLVD . HUNTLEY, IL 60142 .	P 224-253-8027 . ENCAST@COMCAST.NET
VPOFCH EAMILY EVELARE		ADDITION & ALTERATIONS	17322 S. OAK PARK TINLEY PARK, IL. 60477
			Date
06.26.19	02.21.18	02.07.18	Date No. Revisions / Submissions
REVISED PER VILLAGE/OWNER REVIEWS	ISSUED FOR PERMIT / BIDDING	ISSUED FOR OWNER REVIEW	. Revisions / Submissions
PROJ	ECT N 201 E: AS N	- - 8-01 NOTE	



Rim 700.77

 $\overline{\triangleleft} \rightarrow \overline{\triangleleft} \rightarrow \overline{\square} \rightarrow$ 

Inv. (No Data, unable to open lid)

Storm Manhole

unable to open lid)

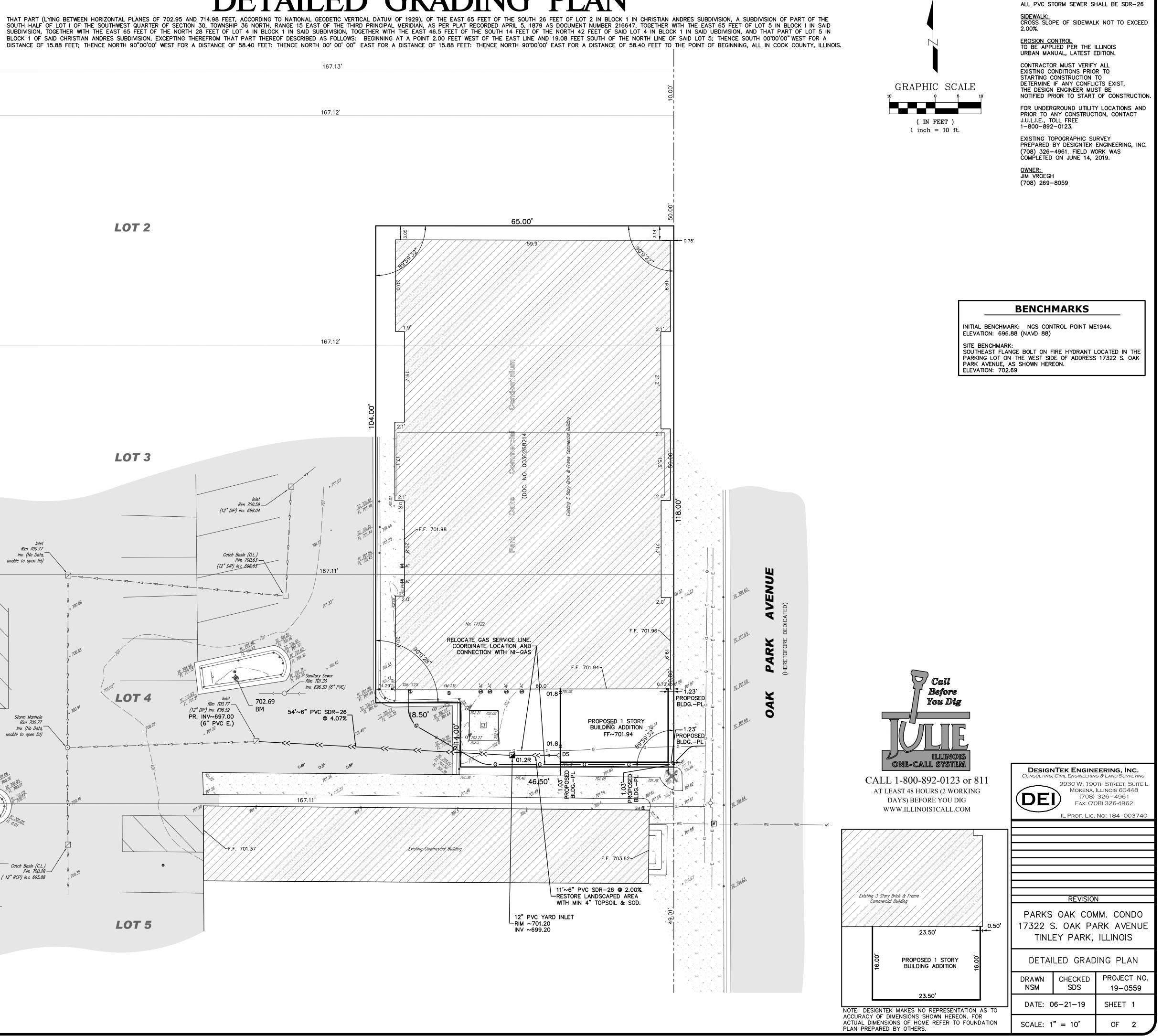
Rim 700.77

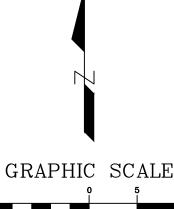
Inv. (No Data,

<sup>—</sup> Catch Basin (C.L.) Rim 700.28 —/

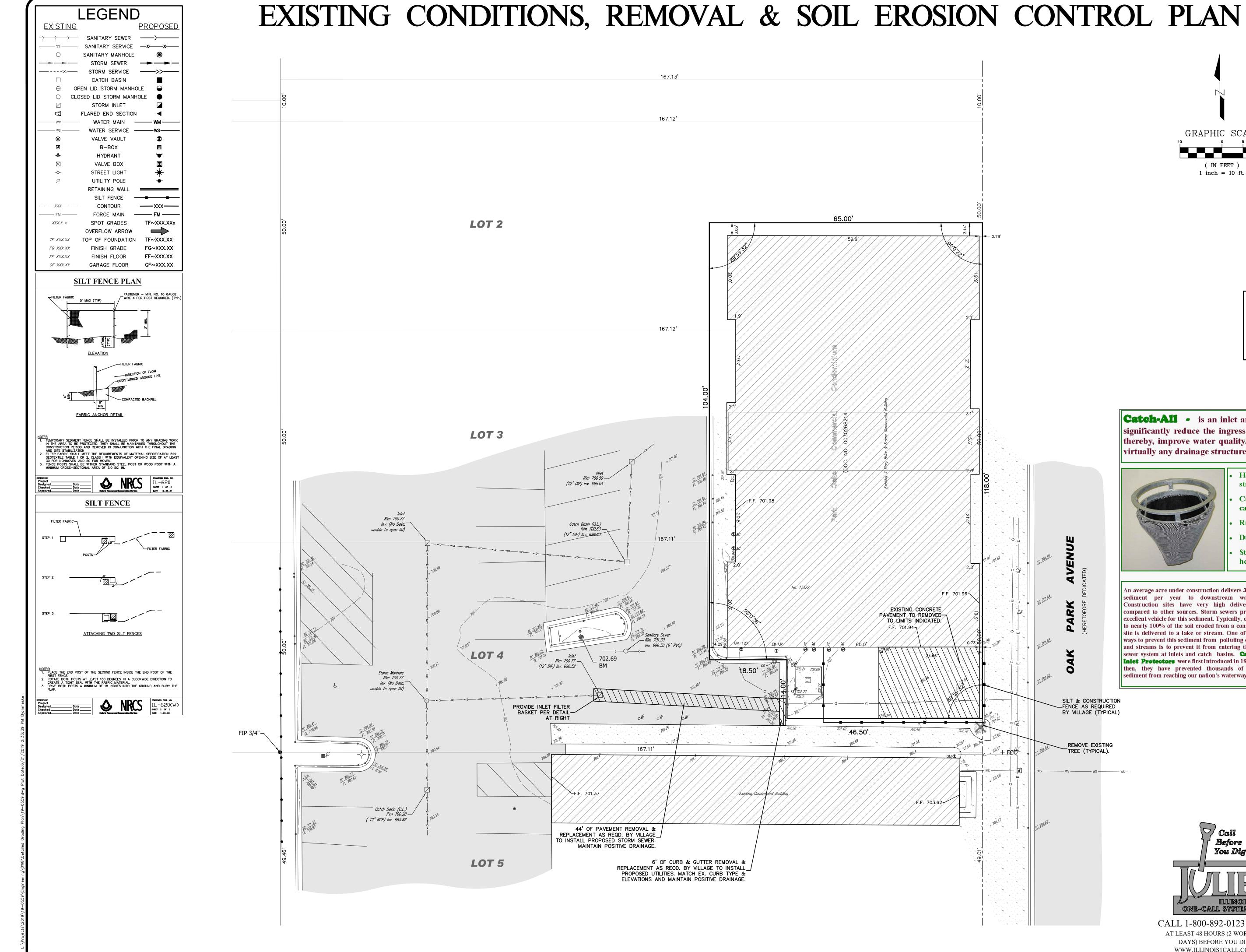
( 12" RCP) Inv. 695.88

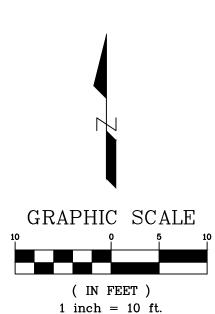
# DETAILED GRADING PLAN





# NOTES:





NOTES:

EROSION CONTROL TO BE APPLIED PER THE ILLINOIS URBAN MANUAL, LATEST EDITION.

CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS PRIOR TO STARTING CONSTRUCTION TO DETERMINE IF ANY CONFLICTS EXIST,

THE DESIGN ENGINEER MUST BE NOTIFIED PRIOR TO START OF CONSTRUCTION FOR UNDERGROUND UTILITY LOCATIONS AND PRIOR TO ANY CONSTRUCTION, CONTACT J.U.L.I.E., TOLL FREE 1-800-892-0123.

EXISTING TOPOGRAPHIC SURVEY PREPARED BY DESIGNTEK ENGINEERING, INC. (708) 326-4961. FIELD WORK WAS COMPLETED ON JUNE 14, 2019.

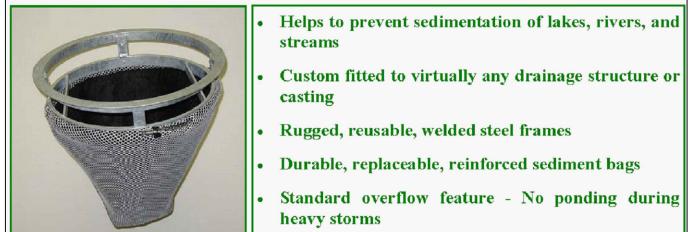
<u>OWNER:</u> JIM VROEGH (708) 269-8059

# BENCHMARKS

INITIAL BENCHMARK: NGS CONTROL POINT ME1944. ELEVATION: 696.88 (NAVD 88)

SITE BENCHMARK: SOUTHEAST FLANGE BOLT ON FIRE HYDRANT LOCATED IN THE PARKING LOT ON THE WEST SIDE OF ADDRESS 17322 S. OAK PARK AVENUE, AS SHOWN HEREON. ELEVATION: 702.69

**Catch-All** - is an inlet and catch basin filtration device designed to significantly reduce the ingress of sediment into stormwater systems, and thereby, improve water quality. Designs are available for a custom fit in virtually any drainage structure or casting.



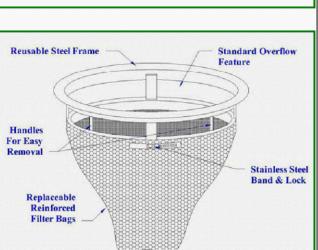
Standard overflow feature - No ponding during heavy storms An average acre under construction delivers 30 tons of sediment per year to downstream waterways. Construction sites have very high delivery rates compared to other sources. Storm sewers provide an excellent vehicle for this sediment. Typically, over 50% to nearly 100% of the soil eroded from a construction For Easy site is delivered to a lake or stream. One of the best Removal ways to prevent this sediment from polluting our lakes and streams is to prevent it from entering the storm

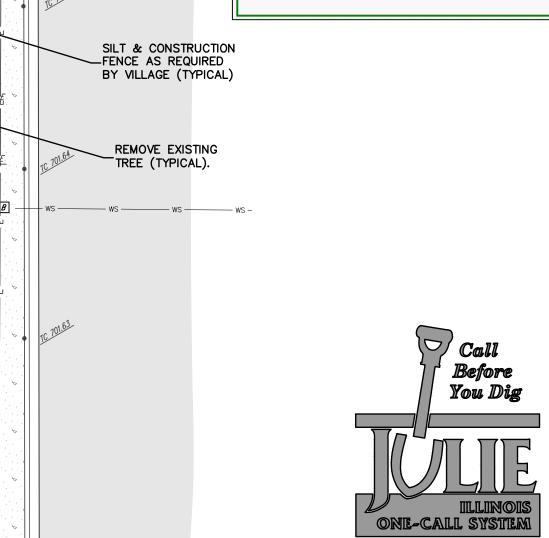
sewer system at inlets and catch basins. Catch-All

Inlet Protectors were first introduced in 1998. Since

then, they have prevented thousands of tons of

sediment from reaching our nation's waterways.





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CALL 1-800-892-0123 or 811 AT LEAST 48 HOURS (2 WORKING DAYS) BEFORE YOU DIG WWW.ILLINOIS1CALL.COM

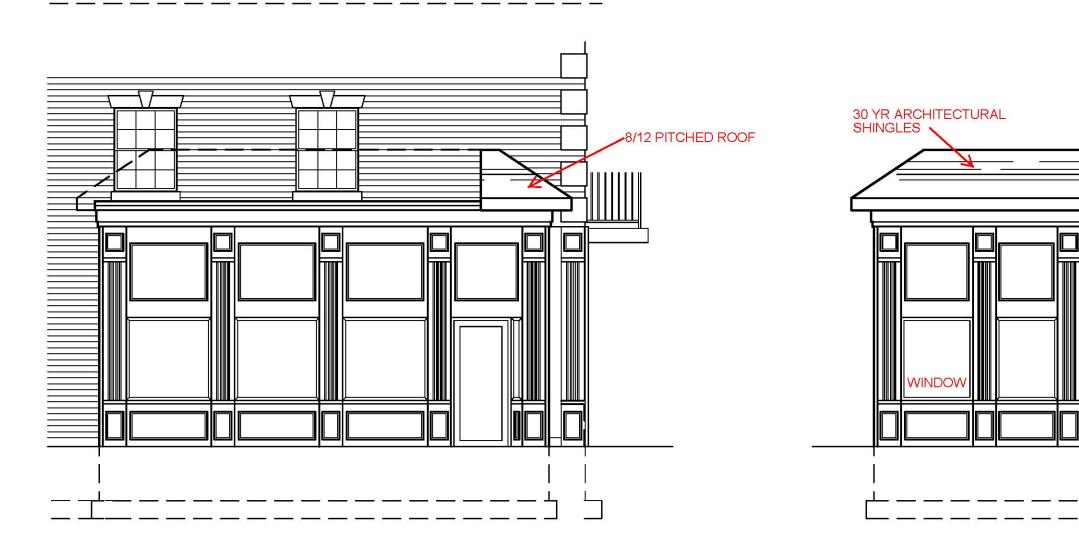
DESIGNTEK ENGINEERING, INC. CONSULTING, CIVIL ENGINEERING & LAND SURVEYING 9930 W. 190TH STREET, SUITE L MOKENA, ILLINOIS 60448 (708) 326 - 4961 FAX: (708) 326-4962 IL PROF. LIC. NO: 184-003740					
	REVISION				
PARKS OAK COMM. CONDO 17322 S. OAK PARK AVENUE TINLEY PARK, ILLINOIS					
DETAILED GRADING PLAN					
DRAWN NSM	CHECKED SDS	PROJECT NO. 19-0559			
DATE: 0	06-21-19	SHEET 2			
SCALE: 1	" = 10'	OF 2			



AGENDA - 12/3/2019,...

VILLAGE OF TINLEY...

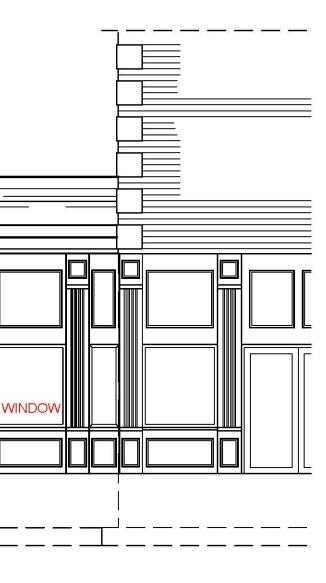




# SOUTH ELEVATION

# Page | 197 Enrique Castel Architect

10368 CENTRAL PARK BLVD . HUNTLEY, IL 60142 . P 224-253-8027 . ENCAST@COMCAST.NET



FRONT (EAST) ELEVATION



Village of Tinley Park Community Development Dept. 16250 S. Oak Park Ave. Tinley Park, IL 60477 708-444-5100

#### VILLAGE OF TINLEY PARK, ILLINOIS PLANNING AND ZONING GENERAL APPLICATION

#### **REQUEST INFORMATION**

\*Additional Information is Required for Specific Requests as Outlined in Specific Addendums

	Special Use for:
	Planned Unit Development (PUD) Concert De Unit
凶	Variation Residential Commercial for building addition Annexation Rezoning (Map Amendment) From
	Annexation
	Rezoning (Map Amendment) From to to
	Plat (Subdivision, Consolidation, Public Easement) Proliminary Final
$\boldsymbol{X}$	Site Plan
	Landscape Change Approval
	Other:

#### PROJECT & PROPERTY INFORMATION

Project Name:	Park Oaks Commercial Condominium Building Additon on Common Area					
Project Description:	475 foot 1 story addition to south	building exterior wall				
Project Address:	17322 S. Oak Park Avenue	Property Index No. (PIN):	26-30-308-029-1004			
Zoning District:	H-1 Historic District	Lot Dimensions & Area:	18.5 x 23.10			
<b>Estimated Project Co</b>	st: \$ <u>80,000.00</u>	81.				

#### OWNER OF RECORD INFORMATION

Please supply proper documentation of ownership and/or designated representative for any corporation.

Name of Owner:	Park Oaks Commercial Condomini	Company:
Street Address:	c/o 17322 S. Oak Park Ave	City, State & ZIP: Tinley Park, III 60477
E-Mail Address:	paralegal@thomasfcourtney.com	Phone Number:

#### APPLICANT INFORMATION

#### Same as Owner of Record

All correspondence and invoices will be sent to the applicant. If applicant is different than owner, "Authorized Representative Consent" section must be completed.

Name of Applicant:	James Vroegh	Company:
<b>Relation To Project:</b>	Agent for Park Oaks Commercial C	Condominium (See page 2)
Street Address:	17322 S. Oak Park Avenue	
E-Mail Address:	Jvroegh@comcast.net	City, State & Zip:



Village of Tinley Park Community Development Dept. 16250 S. Oak Park Ave. Tinley Park, IL 60477 708-444-5100

#### VILLAGE OF TINLEY PARK, ILLINOIS

#### PLANNING AND ZONING GENERAL APPLICATION

#### Authorized Representative Consent

It is required that the property owner or his designated representative be present at all requests made to the Plan Commission and Zoning Board of Appeals. During the course of a meeting, questions may arise regarding the overall project, the property, property improvements, special conditions attached to recommendations among other aspects of any formal request. The representative present must have knowledge of the property and all aspects of the project. They must have the authority to make commitments related to the project and property. Failure to have the property owner or designated representative present at the public meeting can lead to substantial delays to the project approval. If the owner cannot be present or does not wish to speak at the public meeting, the following statement must be signed by the owner for an authorized repetitive.

### I hereby authorize James Vroegh

Thereby authorize <u>control of roog</u>, (print clearly) to act on my behalf and advise that they have full authority to act as my/our representative in regards to the subject property and project, including modifying any project or request. I agree to be bound by all terms and agreements made by the designated representative.

Property Owner Signature: James Vroegh, Representative

Property Owner Name (Print): Park Oaks Commercial Condominium

#### <u>Acknowledgements</u>

- Applicant acknowledges, understands and agrees that under Illinois law, the Village President (Mayor), Village Trustees, Village Manager, Corporation Counsel and/or any employee or agent of the Village or any Planning and Zoning Commission member or Chair, does not have the authority to bind or obligate the Village in any way and therefore cannot bind or obligate the Village. Further, Applicant acknowledges, understands and agrees that only formal action (including, but not limited to, motions, resolutions, and ordinances) by the Board of Trustees, properly voting in an open meeting, can obligate the Village or confer any rights or entitlement on the applicant, legal, equitable, or otherwise.
- Members of the Plan Commission, Zoning Board of Appeals, Village Board as well as Village Staff may conduct inspections
  of subject site(s) as part of the pre-hearing and fact finding review of requests. These individuals are given permission to
  inspect the property in regards to the request being made.
- Required public notice signs will be obtained and installed by the Petitioner on their property for a minimum of 10 days
  prior to the public hearing. These may be provided by the Village or may need to be produced by the petitioner.
- The request is accompanied by all addendums and required additional information and all applicable fees are paid before scheduling any public meetings or hearings.
- Applicant verifies that all outstanding fees and monies owed to the Village of Tinley Park have been paid.
- Any applicable recapture, impact, engineering, contracted review or other required fees and donations shall be paid prior to issuance of any building permits, occupancy permits, or business licenses.
- The Owner and Applicant by signing this application certify that the above information and all supporting addendums and documentation is true and correct to the best of their knowledge.

Property Owner Signature:		Repr <u>ese</u> ntative
Property Owner Name (Print):	Device a second se	
Applicant Signature: (If other than Owner)		
Applicant's Name (Print):	James Vroegh, authorized agent for Park Oaks Commercial Condominium	
Date:	February 20, 2019	

Updated 12/18/2018

The second second

Village of Tinley Park

16250 S. Oak Park Ave.

Community Development Dept.

Life Amplified

Tinley Park, IL 60477 708-444-5100

### VILLAGE OF TINLEY PARK, ILLINOIS VARIATION ADDENDUM

#### **APPLICATION & SUBMITTAL REQUIREMENTS**

A complete application consists of the following items submitted in a comprehensive package. If materials are submitted separately or are incomplete they will not be accepted and may delay the review and hearing dates until a complete application package is received. The following information is being provided in order to assist applicants with the process of requesting a Variation from the terms of the Zoning Ordinance. This information is a summary of the application submittal requirements and may be modified based upon the particular nature and scope of the specific request.

Depending upon meeting schedules, legal notification requirements, and the specific type and scope of the request, this process generally takes between 45 to 60 days from the date of submission of a complete application package. Please schedule a pre-application meeting with Planning Department staff to review the feasibility of the proposal, discuss applicable Ordinance requirements, discuss submittal requirements and receive preliminary feedback on any concept ideas or plans prior to making a submittal.

Meneral Application form is complete and is signed by the property owner(s) and applicant (if applicable).

MOwnership documentation is submitted indicating proper ownership through a title report or title policy. If a corporation or partnership, documentation of the authorized agent must be supplied as well. All beneficiaries of a property must be disclosed.

A written project narrative detailing the specific variation(s) from code requirements that are being requested, the reasoning for requiring the variation, the general nature and specific aspects of the proposal being requested. Any additional requests such as a Special Use or Site Plan approval should be indicated in the narrative as well.

A Plat of Survey of the property that is prepared by a register land surveyor and has all up-todate structures and property improvements indicated. All proposed improvements shall be indicated on the survey and be appropriately scaled with all setbacks and dimensions clearly indicated.

□Any applicable site plan, engineering/grading plans, exterior elevations or interior layout plans that indicate the full scope of the project and the Standards for a Variation.

□Responses to all Standards for a Variation on the following page (can be submitted separately along with the narrative, but all standards must be covered).

Residential Variation Hearing Fee - \$150 Commercial Variation Hearing Fee - \$200

Updated 12/18/2018

3.

### STANDARDS AND CRITERIA FOR A VARIATION

Section X.G.1 of the Village of Tinley Park Zoning Ordinance requires that the Zoning Board of Appeals determine compliance with the following standards and criteria. In order for a variance to be approved, the Petitioner must respond to all the following statements and questions related to the Standards with factual evidence and information to support the requested Variation. If additional space is required, you may provide the responses on a separate document or page.

- A. Describe the difficulty that you have in conforming with the current regulations and restrictions relating to your property, and describe how this hardship is not caused by any persons presently having an interest in the property. (Please note that a mere inconvenience is insufficient to grant a Variation). For example, does the shape or size of the lot, slope, or the neighboring surroundings cause a severe problem in completing the project in conformance with the applicable Ordinance requirement?
  - 1. The planned unit development designated a 3-story building.
  - 2. It is not possible to construct a 3-story building addition because the 2<sup>nd</sup> and 3<sup>rd</sup> floor have exterior windows that will be obstructed.
  - 3. The existing retail space is too small because of business growth.
  - 4. Patients from Tinley Park are being served in the community by the optometrist office.
  - 5. The relocation of the practice to other retail space cannot economically accomplished in the Village.
  - 6. The planned addition is totally within the existing footprint as intended by the developer.
  - 7. The proposed use is permitted within the zoning district.
  - 8. There is no change in the use since the addition is simply an expansion of the building within the area designated on the original plan.
  - 9. The hardship for the variation is not caused by any person relating to the property.

B. Describe any difficulties or hardships that current zoning regulations and restrictions would have in decreasing your property value compared to neighboring properties.

- 1. The highest and best use for the property is for doctors' offices.
- 2. The use for optometry generates over \$12,000- in retail sales taxes from the sale of frames.
- If the property reverts to its prior retail use there is a likely decrease in value of the unit.
- 4. The space was vacant for several years because of no demand for small retail users.
- 5. Other uses in the Park Oak Commercial Condominium are business offices and small doctors' offices.
- C. Describe how the above difficulty or hardship was created.
  - 1. Increased demand by Village residents for eye doctors.
- D. Describe the reasons this Variance request is unique to this property only and is not applicable, in general, to other properties within the same Zoning District.
  - 1. The original building design set aside and contemplated the use of a common element for the possible expansion of the use.
  - 2. There are no other buildings in the Village that were designed for a future expansion of a building.
- E. Explain how this Variance would not be regarded as an attempt at financial gain, but only because of personal necessity. For example, the intent of the Variance is to accommodate related living for an elderly relative as opposed to adding an additional income source.

- 1. The expansion is intended for convenience to provide the doctors with private offices that are lacking in the existing unit.
- 2. There is a lack of private offices for doctors uses.
- F. Describe how granting this Variance request will not be detrimental to the public welfare or injurious to other properties or improvements in the neighborhood in which the property is located.
  - 1. The building addition will be harmonious with the Legacy/Historical appearance designs for downtown Tinley Park.
  - 2. The proposed improvement is consistent with other uses on Oak Park Ave.
  - 3. The Variance will blend with other properties and improvements and not be detrimental to public welfare or injurious to other properties or improvements in the neighborhood.
  - 4. Constructing a small single-story addition is not unique for other buildings on Oak Park Ave.
- G. Explain how granting this Variance will not alter the essential charter of the neighborhood or locality.
  - 1. The appearance of the building is identical to the first floor of the adjoining units.
- H. Describe how the requested Variance will not:
  - a. Impair an adequate supply of light and air to adjacent properties.
  - 1. There will not be any obstruction of light and air. The proposed shared wall is completely within the existing unit.
  - b. Substantially increase the congestion of the public streets.
  - 1. There will not be any increase in congestion.
  - c. Increase the danger of fire.
  - 1. The building will comply with the Village fire code.
  - d. Impair natural drainage or create drainage problems on adjacent property.
  - 1. The addition is being constructed over an existing concrete foot print and there is not additional storm water discharge.
  - e. Endanger the public safety.
    - 1. The use is consistent with the existing building and first floor windows are provide adequate egress.
  - f. Substantially diminish or impair property values within the neighborhood.
    - 1 The addition is fully accessible from Oak Park Avenue and contributes to the value of the Oak Park Avenue corridor adjacent to train station.
- I. The structure will be constructed of similar architectural materials as the existing Park Oaks Commercial Condominium building.

#### SUPPLEMENT TO FILING FOR VARIARTION

#### 17322 (17318 Building)

Legacy Code (pg.87)

D. Approval Standards

In addition to any other specific standards set forth herein the Plan Commission shall not recommend a Special Use, variance, appeal, or map amendment from the regulations of this ordinance unless it shall have made findings of fact, based upon evidence presented to it, in each specific case that:

a. The proposed improvement meets the Legacy Plan and its Principles, as presented in Section 1.A-B: Purpose and Intent, of this ordinance;

Reply: The Village Plan Commission conducted public hearings on October 18, 2001, and unanimously approved the construction of the multi-story building at 17322(173a8, Oak Park Avenue, "Tinley Park, Purpose and Intent."

Reply: The proposed addition is consistent with the architecture of the building that was approved by the Village Board.

Reply: The addition is single story but otherwise fully satisfies the Legacy Plan.

b. The new improvement is compatible with uses already developed or planned in this district and will not exercise undue detrimental influences upon surrounding properties;

Reply: The visual appearance of the addition, like the existing building is compatible with the first-floor retail stores that were approved as part of the Mixed-Use Building.

Reply: The Plan Commission agreed that the foot print that is the limited common element was suitable for retail uses.

c. Any improvement meets the architectural standards set forth in the Legacy Code.

Reply: The proposed improvement is simply a continuation of the existing buildings architectural appearance, with the exception that it is single story. The look of the addition will blend in with the architectural design.

d. The improvement will have the effect of protecting and enhancing the economic development of the Legacy Plan area.

Reply: The proposed addition will add more financial growth.

James Vroegh s/

March 6, 2019

#### AGENDA - 12/3/2019,...

### 2/3/2019,... VILLAGE OF TINLEY... CHIROPRACTIC WELLNESS OF TINLEY PARK

17314 OAK PARK AVENUE TINLEY PARK, IL 60477 (708) 444-4344 ph

August 15, 2019,

To Whom it May Concern:

I am the owner of the business condo unit at 17314 Oak Park Avenue. I am a chiropractor with a practice that operates out of the above location. I have been approached multiple times by Dr. James Vroegh, as well as his attorney, Thomas Courtney, in attempts to persuade me to approve an addition being built on our building's common element.

I am strongly opposed to this construction taking place for several reasons. I am concerned about parking, the appearance of the addition, and an increase in my property taxes.

Parking is already limited in our shared public parking lot, which is owned by the Village of Tinley Park. I am concerned that extra retail space will create a bigger demand for parking, which is already limited at times due to the building's upstairs residents, the businesses in the building, and especially the customers of Ed and Joe's.

I am also very concerned about the appearance of our building being altered. In my opinion, a threestory building should not have a one-story addition on one side. I believe that the construction would include the removal of an old, large tree that had been preserved during the original construction of our building. I would hate to see it leave the landscape of Oak Park Avenue. It is also my understanding that the legacy code of Tinley Park prohibits the construction of new one-story buildings in the Downtown area of Oak Park Avenue.

The proposed building addition would be placed on the common element of our building. According to our business condo association bylaws, this common element belongs to all four condo owners. An increase in building square footage will cause an increase in taxes. I am unwilling to be held responsible for any additional tax expense. Dr. Vroegh has announced his retirement within the next year or so, and I am not interested in assuming any financial burden that he may leave me with when he leaves his practice.

It has come to my attention that Dr. Vroegh has given the impression that all condo owners in our association are in favor of this proposed addition and this is not true. I firmly oppose the construction of any structure being built on our building's common element. Please feel free to contact me with any questions.

Thank you,

Dr. Jeffrey R. Hoekstra Chiropractic Wellness of Tinley Park

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

## **ORDINANCE NO. 2019-O-074**

#### AN ORDINANCE APPROVING CERTAIN TEXT AMENDMENTS TO THE VILLAGE OF TINLEY PARK ZONING ORDINANCE PERTAINING TO EXTERIOR MASONRY REQUIREMENTS AND ARCHITECTURAL/SITE DESIGN STANDARDS FOR CERTAIN ZONING DISTRICTS

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

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

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

#### VILLAGE OF TINLEY PARK Cook County, Illinois Will County, Illinois

#### **ORDINANCE NO. 2019-0-074**

#### AN ORDINANCE APPROVING CERTAIN TEXT AMENDMENTS TO THE VILLAGE OF TINLEY PARK ZONING ORDINANCE PERTAINING TO EXTERIOR MASONRY REQUIREMENTS AND ARCHITECTURAL/SITE DESIGN STANDARDS FOR CERTAIN ZONING DISTRICTS

**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 amend its Zoning Ordinance to include certain regulations pertaining to exterior masonry requirements and architectural/site design standards for residential, multi-family, commercial, and industrial uses in certain zoning districts ("Amendments'); and

WHEREAS, the Village recognizes that the aesthetics of real property has a direct bearing on the economic value of certain real property as well as adjacent and surrounding real property; and

WHEREAS, the appearance of a single parcel of real property can impact not only surrounding real property, but the cumulative impact can serve to enhance or diminish the aesthetics and economics of real property within the Village thereby impacting the general health, welfare, and safety of the Village and its residents; and

WHEREAS, an aesthetically pleasing environment is a clean, healthy and safe environment; and

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

**WHEREAS**, the Plan Commission held a public hearing on the proposed Amendments on June 21, 2019, at which time all persons were afforded an opportunity to be heard; and

**WHEREAS**, on November 21, 2019 the Plan Commission voted six (6) in favor to recommend said Amendments to the Tinley Park Zoning Ordinance; and

WHEREAS, the Plan Commission of this Village has filed its report of findings and recommendations that the proposed 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 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 Amendments to the Tinley Park Zoning 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.B. of the Tinley Park Zoning Ordinance entitled "DEFINITIONS" is hereby amended by adding the following language in alphanumerical order:

**MASONRY:** Brick, stone, or architectural/decorative concrete block (split face, fluted, or smooth). Tilt-up or pre-cast masonry walls (with face or thin brick inlay) are allowed where brick is required. Pre-cast concrete wall panels are included in this definition provided the structure includes architectural interest through the use of approved alternate building materials, use of alternate colors or scoring patterns as outlined in the Architectural and Site Design Standards.

**SECTION 3:** That Section III.U. of the Tinley Park Zoning Ordinance entitled "SITE PLAN REVIEW" is hereby amended by deleting Section III.U., in its entirety and adding the following language as outlined in Exhibit 1.

[see attached Exhibit 1]

**SECTION 4:** That Section V. C. 4. of the Tinley Park Zoning Ordinance entitled "ELEVATIONS AND FACADES" is hereby amended by deleting Section V. C. 4., in its entirety and adding the language as outlined in Exhibit 2.

[see attached Exhibit 2]

**SECTION 5:** That Section V.C.7. of the Tinley Park Zoning Ordinance entitled "GENERAL REQUIREMENTS/ALL BUSINESS & COMMERCIAL DISTRICTS" is hereby amended by deleting Section V.C. 7., in its entirety and adding the language as outlined in Exhibit 3.

#### [see attached Exhibit 3]

**SECTION 6:** That Section V.C.10. of the Tinley Park Zoning Ordinance entitled "SITE DEVELOPMENT STANDARDS FOR INDUSTRIAL USES" is hereby amended by deleting Section V.C.10., in its entirety and adding the language as outlined in Exhibit 4.

#### [see attached Exhibit 4]

**SECTION 7:** 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 8:** That this Ordinance shall be in full force and effect from and after its adoption and approval.

**SECTION 9:** 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 xx day of xx, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS xx day of xxx 2019.

ATTEST:

#### VILLAGE PRESIDENT

VILLAGE CLERK

STATE OF ILLINOIS)COUNTY OF COOK)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-074, "AN ORDINANCE APPROVING CERTAIN TEXT AMENDMENTS TO THE VILLAGE OF TINLEY PARK ZONING ORDINANCE PERTAINING TO EXTERIOR MASONRY REQUIREMENTS AND ARCHITECTURAL/SITE DESIGN STANDARDS FOR CERTAIN ZONING DISTRICTS," which was adopted by the President and Board of Trustees of the Village of Tinley Park on xxx, 2019.

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

KRISTIN A. THIRION, VILLAGE CLERK

#### EXHIBIT 1

#### Amendments to Section III.U. (Site Plan Review) of the Tinley Park Zoning Ordinance

#### U. SITE PLAN AND ARCHITECTURAL REVIEW

No Building Permit shall be issued for the construction or alteration of any multi-family residence, business, office, or industrial building or structure until a Site Plan and Architectural Review has been reviewed by the Planning Department Staff and if required, approved by the Plan Commission.

The Planning Department Staff shall review the site and architectural plans for conformance with this Ordinance and other Codes and Ordinances of the Village, and if required, shall make a report with recommendations to the Plan Commission. Plan Commission review is required if the proposed development requires zoning approval (Variation, Rezoning, Special Use Permit, Map Amendment, or Plat approval). For projects requiring Plan Commission review, after receiving the report of the Planning Department Staff, the Plan Commission shall approve the Site Plan, with or without conditions, deny it, or refer it back to the Planning Department Staff for further study.

#### 1. Site Plan Contents:

A Site Plan shall:

- a. Be drawn at a scale of 1'' = 50' or larger;
- b. Show boundaries and dimensions graphically, contain a written legal description of the property, and indicate the date and north point;
- c. Show the present and proposed topography of the area by contour lines at one (1) foot intervals;
- d. Show, by use of directional arrow, the proposed flow of storm drainage from the site:
- e. Show the location of existing and proposed structures and indicate the number of stories, gross floor area, and entrances to all structures;
- f. Show the location and dimensions of existing and proposed curb cuts, aisles, off-street parking, loading spaces, and walkways;
- g. Indicate location, height, and material for screening walls and fences;
- h. List the type of surfacing and base course proposed for all parking, loading, and walkway areas;
- i. Describe the proposed use of the site and list the number of required off-street parking spaces. If the exact use is not known at the time of Site Plan submittal, off-street parking requirements shall be calculated by the general use group using the greatest off-street parking requirement of that use group;
- j. Show the proposed location, indicate direction, and list amount of illumination of proposed lighting facilities; and
- k. Show location of each outdoor trash storage area.

#### 2. Architectural Plan Contents:

An Architectural Plan shall

- a. Be drawn at a scale of 1/8"=1' 0" or larger;
- b. Provide exterior elevations of all sides of the proposed structure with dimensions;
- c. Identify all building materials along with their specifications; and
- d. Provide building samples as requested by staff.

#### 3. Conditions of Approval:

If Plan Commission review is required, the Planning Department Staff shall first find that the following conditions have been met:

- a. That the proposed Use is a Permitted Use in the district in which the property is located;
- b. That the proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
- c. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient, and convenient movement of traffic, not only within the site but on adjacent roadways as well;
- d. That the Site Plan provides for the safe movement of pedestrians within the site;
- e. That there is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses and will provide a pleasing appearance to the public. Any part of the Site Plan area not used for buildings, structures, parking, or access-ways shall be landscaped with a mixture of grass, trees, and shrubs;
- f. That all outdoor trash storage areas are adequately screened; and
- g. That staff has reviewed the Architectural Plans against the Architectural and Site Design Standards and found them to be in general conformance.

#### 4. Assurance of Performance:

At the recommendation of the Plan Commission, the Village Board may require the applicant to file with the Village Clerk a performance bond as a condition of approval to ensure completion of approved landscaping, fencing, off-street parking and loading, drainage, and other specific items of the Site Plan. The amount of the performance bond shall be determined by the Village Board. If, upon inspection of the completed project it is found that the conditions of the Site Plan have been met, the performance bond shall be released to the applicant. If the applicant does not comply within a reasonable time with the conditions of the Site Plan, the Village Clerk shall give written notice to the applicant and the bonding company. (Reasonable time shall be determined by the life of the performance bond as stated thereupon, less sixty (60) days.) If the conditions of the Site Plan have not been met thirty (30) days prior to the expiration of the Site Plan conditions. However, if the applicant can show that he has tried to the utmost of his ability to meet the conditions of the Site Plan within the time period allotted, but that adversities not of his making have been the cause of his failure

to meet the Site Plan conditions, the Village Board may require that the performance bond be extended for a specified period of time.

#### 5. <u>Time Limitation:</u>

If no Building Permit is issued for the site within one (1) year from the date of Site/Architectural Plan Approval, the Site/Architectural Plan shall become null and void.

#### 6. Architectural and Site Design Standards:

These design standards serve as a tool to encourage good architectural and site design that is cost effective yet contributes in a positive way to the overall quality aesthetic of Tinley Park. In addition to addressing architecture, building materials, and site design, the Village regulates landscape and lighting design through the Zoning Ordinance and Municipal Code. The Architectural and Site Design Standards shall be used in tandem with these other design regulations.

The following standards do not prescribe a certain architectural style; their intent is to encourage architects and builders to fill the gap between general planning policies and specific zoning standards and encourage creative interpretation by developers and architects, resulting in a design that exceeds minimal standards. Buildings should be attractive and memorable for all the right reasons; quality architecture remains the best signage for any business.

The following design standards apply to all non-residential development (including multi-family developments of 3 or more units):

#### Architecture

- a. <u>Building Materials</u>: The size of the structure will dictate the required building materials (Section V.C. Supplementary District Regulations). Where tilt-up or pre-cast masonry walls (with face or thin brick inlay) are allowed vertical articulation features are encouraged to mask the joint lines. Concrete panels must incorporate architectural finishes that comply with "Building Articulation" (Section III.U.5.h.) standards. Cast in place concrete may be used as an accent alternate building material (no greater than 15% per façade) provided there is sufficient articulation and detail to diminish it's the appearance if used on large, blank walls.
- b. <u>Cohesive Building Design</u>: Buildings must be built with approved materials and provide architectural interest on all sides of the structure. Whatever architectural style is chosen, a consistent style of architectural composition and building materials are to be applied to all building facades.
- c. <u>Compatible Architecture:</u> All construction, whether it be new or part of an addition or renovation of an existing structure, must be compatible with the character of the site, adjacent structures, and streetscape. Avoid architecture or building materials that significantly diverge from adjacent architecture. Maintain the rhythm of the block in

terms of scale, massing, and setback. Where a development includes outlots they shall be designed with compatible and consistent architecture with the primary building(s). Site lighting, landscaping, and architecture shall reflect a consistent design statement throughout the development.

- d. <u>Color:</u> Color choices shall consider the context of the surrounding area and shall not be used for purposes of "attention-getting" or branding of the proposed use. Color choices shall be harmonious with the surrounding buildings; excessively bright or brilliant colors are to be avoided except to be used on a minor scale for accents.
- e. <u>Sustainable architectural design</u>: The overall design must meet the needs of the current use without compromising the ability of future uses. Do not let the current use dictate an architecture so unique that it limits its potential for other uses (i.e. Medieval Times).
- f. <u>Defined Entry</u>: Entrance shall be readily identifiable from the public right-of-way or parking fields. The entry can be clearly defined by using unique architecture, a canopy, overhang or some other type of weather protection, some form of roof element, or enhanced landscaping.
- g. <u>Roof:</u> For buildings 10,000 square feet or less, a pitched roof is required or a parapet that extends the full exterior of the building. For buildings with a continuous roof line of 100 feet or more, a change of at least five feet in height must be made for every 75 feet.
- h. <u>Building Articulation</u>: Large expanses of walls void of color, material, or texture variation are to be avoided. The use of material and color changes, articulation of details around doors, windows, plate lines, the provision of architectural details such as "belly-bands" (decorative cladding that runs horizontally around the building), the use of recessed design elements, exposed expansion joints, reveals, change in texture, or other methods of visual relief are encouraged as a means to minimize the oppressiveness of large expanses of walls and break down the overall scale of the building into intermediate scaled parts. On commercial buildings, facades greater than 100 feet must include some form of articulation of the façade through the use of recesses or projections of at least 6 inches for at least 20% of the length of the façade. For industrial buildings, efforts to break up the long façade shall be accomplished through a change in building material, color or vertical breaks of three feet or more every 250 feet.
- i. <u>Screen Mechanicals</u>: All mechanical devices shall be screened from all public views.
- j. <u>Trash Enclosures</u>: Trash enclosures must be screened on three sides by a masonry wall consistent with the architecture and building material of the building it serves. Gates must be kept closed at all times and constructed of a durable material such as wood or steel. They shall not be located in the front or corner side yard and shall be set behind the front building façade.

#### Site Design

- a. <u>Building/parking location:</u> Buildings shall be located in a position of prominence with parking located to the rear or side of the main structure when possible. Parking areas shall be designed so as to provide continuous circulation avoiding dead-end parking aisles. Drive-through facilities shall be located to the rear or side of the structure and not dominate the aesthetics of the building. Architecture for canopies of drive-through areas shall be consistent with the architecture of the main structure.
- b. <u>Loading Areas:</u> Loading docks shall be located at the rear or side of buildings whenever possible and screened from view from public rights-of-way.
- c. <u>Outdoor Storage</u>: Outdoor storage areas shall be located at the rear of the site in accordance with Section III.O.1. (Open Storage). No open storage is allowed in front or corner side yards and not permitted to occupy areas designated for parking, driveways, or walkways.
- d. <u>Interior Circulation</u>: Shared parking and cross access easements are encouraged with adjacent properties of similar use. Where possible, visitor and employee traffic shall be separate from truck or equipment traffic.
- e. <u>Pedestrian Access</u>: Public and interior sidewalks shall be provided to encourage pedestrian traffic. Bicycle use shall be encouraged by providing dedicated bikeways and parking. Where pedestrians or bicycles must cross vehicle pathways, a crosswalk shall be provided that is distinguished by a different pavement material or color.

#### EXHIBIT 2

#### Amendments to Section V. C. 4. of the Tinley Park Zoning Ordinance

#### 4. <u>Elevations and Facades for Residential Districts:</u>

- a. No two single-family dwellings of identical front elevation or facade shall be constructed or located on adjacent lots, nor shall there be constructed or located more than twenty-five (25) percent of single-family dwellings of the same elevation or facade in any block. A change of front elevation or facade shall be deemed to exist when there is a substantial difference in roof line, type, and location of windows, and/or kind and arrangement of materials. There shall not be constructed or located more than fifty (50) percent of single-family attached dwellings, or multiple-family dwelling buildings, or combinations thereof, of the same elevation or facade in any block. A change of front elevation or facade shall be deemed to exist when there is a substantial difference in roof line, type, and location of windows, and/or kind and arrangement of materials. There shall not be same elevation or facade in any block. A change of front elevation or facade shall be deemed to exist when there is a substantial difference in roof line, type and location of windows, and/or kind and arrangement or materials. This requirement shall not apply to developments of less than twelve (12) units or to condominium unit developments.
- b. In all single-family detached, single-family attached, townhomes, and in all single-family semi-detached dwellings, exterior walls shall be constructed of face brick, decorative stone, or other approved masonry products as defined herein. Said construction shall commence from the finished grade and shall extend to the uppermost portion of the first story of such dwellings.
- c. Multi-Family dwelling units (as defined in the Zoning Ordinance) shall be required to meet the masonry requirements of Section V.C.7 (General Requirements for Commercial/Office/Restricted Industrial Districts (B-1, B-2, B-3, B-4, B-5 & ORI).
- d. Exterior wall construction in all buildings with dwelling units that are located one above another shall be of solid masonry or of non-combustible construction with brick veneer.
- e. Additions to residential units shall comply with these requirements:
  - (1) If the dwelling unit's first floor is made of face brick on all sides, any size addition shall be constructed of face brick.
  - (2) If the dwelling unit is made of siding or other such material, an addition shall be constructed of matching material.
  - (3) If the dwelling is a split level, made of brick and siding, any part of the addition visible from the front of the property must be constructed to match the existing building materials on the front facade. Any part of the addition not visible from the front of the property must be constructed of matching material to the original split level, but does not necessarily have to be of face brick.
  - (4) If the addition covers more than one facade of the building or if the addition is large enough to be considered a complete remodel, the makeup of the building material shall adhere to the following guidelines:

- (i) If the subdivision is of predominantly brick dwelling units, the addition shall be constructed of brick.
- (ii) If the subdivision is of primarily brick buildings, and the structure is made of both brick and another allowable material, the addition should be made of whatever material makes up the majority of the building's outer walls.
- (iii) If the subdivision consists of predominantly brick dwellings but the original structure is entirely made of siding or other such allowable material, the addition may be made of matching material as long as it fits into the architectural contexts of the subdivision.

# EXHIBIT 3

# Amendments to Section V.C.7. of the Tinley Park Zoning Ordinance

- General Requirements for Commercial & Office/Restricted Industrial Districts (B-1, B-2, B-3, B-4, B-5 & ORI) and Multi-family structures. Unless otherwise provided in the regulations of this Ordinance, the following provisions shall apply:
  - a. All business, service, storage, merchandise display, and, where permitted, repair and processing, shall be conducted wholly within an enclosed building–except for off-street parking or loading for drive-in type operations and open-sales lots in districts where they are permitted;
  - b. Unless otherwise permitted herein, all property located in business districts shall be retail trade or service establishments dealing directly with the customer, and all goods produced on the premises shall be sold on the premises where produced;
  - c. Processes and equipment employed and goods processed or sold shall be limited to those which are not objectionable by reason of odor, dust, smoke, noise, vibration, or water-carried waste. All activities shall conform to the Performance Standards established for the ORI District and applied at the boundaries of the lot on which such activities take place;
  - d. Open spaces not permitted to be used for buildings, parking, walks, drives and other authorized impervious surfaces shall be open to the sky and planted with trees, shrubbery, and grass;
  - e. Parking of trucks, when accessory to the conduct of a permitted use, shall be limited to vehicles having not more than one-and-one-half (1 1/2) tons capacity–except for pickup or delivery service during normal business hours. Any truck exceeding one-andone-half (1 1/2) tons capacity shall be adequately screened from public view when parked;
  - f. All structures must conform to the building material requirements as outlined below:
    - (1) Structures equal to or less than 3,000 square feet in area must be constructed with 100% face brick. As an option, decorative stone may be used provided it does not constitute more than 30% of any one façade.
    - (2) Structures measuring greater than 3,000 square feet but no more than 40,000 square feet must be constructed with at least 75% of each façade with face brick; as an option, 25% of the area required to be constructed with face brick may be constructed of decorative stone. The area not constructed with face brick or decorative stone must be constructed of an approved masonry material as defined herein.

- (3) Structures measuring greater than 40,000 square feet but less than or equal to 80,000 square feet must be constructed with at least 60% of each façade with face brick; as an option, 20% of the area required to be constructed with face brick may be constructed of decorative stone. The remaining 40% of each façade must be constructed of an approved masonry material as defined herein.
- (4) Structure measuring greater than 80,000 square feet must be constructed with at least 25% of each façade with face brick or decorative stone; the remaining 75% of each façade must be constructed of an approved masonry material as defined herein.
- g. The following alternate building materials may be used for architectural treatments, decorations or architectural accents provided they do not constitute more than 15% of any facade:
  - (1) Architectural steel
  - (2) Stone
  - (3) Glass exposed aggregate panels
  - (4) Extruded or architecturally finished concrete
  - (5) Cast in place concrete
  - (6) Wood and engineered wood
  - (7) Exterior Insulation Finishing System (E.F.I.S), stucco, or Dryvit
  - (8) Fiber cement siding
  - (9) Cedar Shingle
  - (10) Equivalent or better materials or any combination of the above.
- h. The following materials are not permitted as exterior building materials:
  - (1) Adhered masonry veneer shall not be permitted for exterior wall coverings unless used over an existing full-width structurally sound wall assembly.
  - (2) Vinyl siding
  - (3) Common concrete block (C.M.U.) or cinder block
  - (4) Aluminum siding
- i. Additions must conform to the building materials used for the existing structure. If there is difficulty in matching the existing material, then the architectural design of the addition must provide an attractive transition to a new material that is consistent with current building material requirements.

# EXHIBIT 4

# Amendments to Section V.C.10. of the Tinley Park Zoning Ordinance

#### 10. Site Development Standards for Industrial Districts (M-1, MU-1):

- a. All buildings and improvements shall be constructed and maintained in accordance with the following standards:
  - (1) All loading docks shall be located so at to not be visible from public right-of-way. If the operations or configuration of the lot prohibit this orientation, then all loading docks must be located at least sixty (60) feet from the front lot line. No trucks, or portion thereof, shall be allowed to park in any street while loading or unloading;
  - (2) Any outside storage for equipment, raw materials, semi-finished and finished products, waste, or refuse must be located and screened in accordance with Section III.O.1.; any wall, solid fence, or hedge used for screening must be at least eight (8) feet in height.
  - (3) There shall be maintained on each site facilities for parking and passenger loading and unloading sufficient to serve the business conducted thereon without using adjacent streets. Parking areas and access drives and loading areas shall be paved with an impervious surface such as asphalt or concrete and shall be graded to assure proper drainage. No parking shall be permitted within ten (10) feet of the right-ofway line of any street, and no more than twenty-five (25) percent of the area between the front setback line and the street right-of-way line shall be used for parking areas and access drives.
- b. All structures must conform to the building material requirements as outlined below:
  - (1) Structures equal to or less than 3,000 square feet in area must be constructed with 100% face brick. Decorative stone may be used provided it does not constitute more than 30% of any one façade.
  - (2) Structures measuring greater than 3,000 square feet but no more than 10,000 square feet must be constructed with at least 75% of each façade with face brick or decorative stone. The remaining 25% of each façade must be constructed of an approved masonry material as defined herein. Pre-cast concrete wall panels are allowed provided the structure includes architectural interest through the use of alternate masonry materials, use of alternate colors, or scoring patterns.
  - (3) Structures measuring greater than 10,000 square feet but no more than 40,000 square feet must be constructed of 50% brick or decorative stone. The remaining 50% of each façade must be constructed of an approved masonry material as defined herein. Pre-cast concrete wall panels are allowed provided the structure

includes architectural interest through the use of alternate masonry materials, use of alternate colors, or scoring patterns.

(4) Structures measuring greater than 40,000 square feet but no more than 80,000 square feet must be constructed of 25% brick or decorative stone on the front façade only. The remaining façades must be constructed of an approved masonry material as defined herein. Pre-cast concrete wall panels are allowed provided the structure includes architectural interest through the use of alternate masonry materials, use of alternate colors, or scoring patterns.

Structures greater than 80,000 square feet must be constructed of masonry as defined herein. Pre-cast concrete wall panels are allowed provided the structure includes architectural interest through the use of alternate masonry materials, use of alternate colors, or scoring patterns.

- c. The following alternate building materials may be used for architectural treatments, decorations, or architectural accents on the structure provided they do not constitute more than 15% of any facade:
  - (1) Architectural steel
  - (2) Stone
  - (3) Glass exposed aggregate panels
  - (4) Extruded or architecturally finished concrete
  - (5) Cast in place concrete
  - (6) Wood and engineered wood
  - (7) Exterior Insulation Finishing System (E.F.I.S), stucco, or Dryvit
  - (8) Fiber cement siding
  - (9) Cedar Shingle
  - (10) Equivalent or better materials or any combination of the above.
  - d. The following materials are not permitted as exterior building materials:
    - (1) Adhered masonry veneer shall not be permitted for exterior wall coverings unless used over an existing full-width structurally sound wall assembly.
    - (2) Vinyl siding
    - (3) Common concrete block (C.M.U.) or cinder block
    - (4) Aluminum siding
  - e. Additions must conform to the building materials used for the existing structure. If there is difficulty in matching the existing material, then the architectural design of the addition must provide an attractive transition to a new material that is consistent with current building material requirements.



**Petitioner** Village of Tinley Park

**Property** Village Wide

Approvals Sought Text Amendment

**Project Planner** 

Paula Wallrich, AICP Planning Manager

# PLAN COMMISSION STAFF REPORT

November 21, 2019

# Text Amendment-Masonry Requirements



# **EXECUTIVE SUMMARY**

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

Staff is supporting the current brick masonry requirements for residential and commercial districts (including the ORI District) with some minor changes. However, staff is recommending a change in the industrial districts that would continue to require masonry construction but not require the use of face brick on buildings larger than 80,000 sq. ft. In addition staff is recommending a change in the protocol for site plan review and is recommending architectural and site design standards to assist in the review of architectural and site plans proposed for non-residential structures. These amendments will streamline the review process and result in regulations that support economic development rather than function as an encumbrance to industrial growth.

# HISTORY OF MASONRY REGULATIONS

In 2001 the Village adopted Ordinance 2001-O-028 which amended the Tinley Park Comprehensive Building Code to require the exterior wall of all commercial buildings to be constructed of *"face brick, decorative stone or other approved masonry products"*. At the time, the Village's Comprehensive Building Code only required residential structures to meet the masonry or brick material standard. Starting in 2005 staff raised additional concerns regarding the lack of defined quantities of brick or definitions for acceptable masonry products. As a consequence of these concerns, the Comprehensive Building Code was amended in May of 2007 to expand upon the masonry requirements for all nonresidential properties that specified certain requirements of brick based on the size of the structure. These requirements remain enforced today.

The adoption of the brick requirements for nonresidential uses in 2007 was quickly followed by an economic decline that slowed new development in the Village. However, the construction that the Village has experienced reflects the quality construction the Village was seeking with the adoption of these new regulations. Projects such as Anthem, Brickford, Davita Dialysis, Brixmor outlot and Great Escape (all commercial projects



that have met masonry requirements) represent the aesthetic of an economically strong and competitive community with continued commercial growth. The industrial market however has not realized the same desired growth especially for projects with structures greater than 40,000 sq. ft. While it is evident that the economy and Cook County taxes have played a role in industrial growth, the Village needs to remain as competitive as possible to attract quality large scale development—especially along I-80 where the Village has vacant land and opportunity with strong competition from lower taxes in Will County.

Since the 2007 amendment, there have been some new developments that have requested Variations from the brick requirement. The most recent request was the WoodSpring Suites Hotel located in the North Creek Business Center. The Applicant proposed to incorporate stone into the majority of the façade rather than brick due to building material prototypes by the WoodSpring Suites brand. While the hotel consists of approximately 60% of stone veneer masonry, no brick was used (60% brick was required). The Plan Commission stated that the proposed building was attractive and did not voice concerns about the use of stone rather than brick.



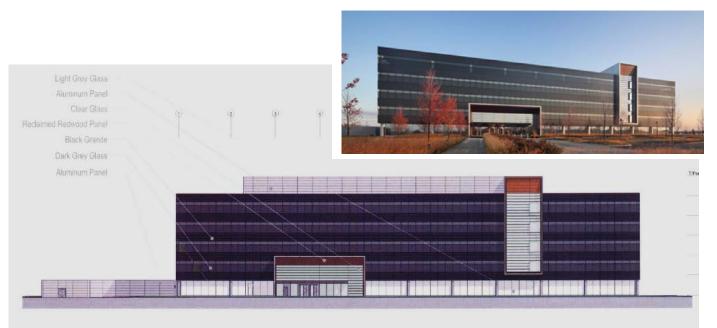
In 2017 the second phase of the Tinley Park Corporate Center PUD was constructed which included a 295,690 sq. ft. industrial building void of any brick material. This structure was part of a Planned Unit Development approved in 2007 which allowed for the non-brick architecture. The pre-cast tilt up construction was consistent with the 915,000 sq. ft. structure constructed in Phase 1. Panduit (430,000 sq. ft.) was another project that was constructed without brick and yet is a success with respect to architectural appeal.



Tinley Park Corporate Center Phase 1



Tinley Park Corporate Center Phase 2



Many other attractive industrial buildings in Tinley Park have been constructed with pre-cast tilt up construction absent of brick.





# RESEARCH

In reviewing the current masonry or brick requirements for commercial and industrial buildings staff reviewed the construction requirements of neighboring communities. See the chart below:

Community	Exterior Building Material Requirements by Building Type			
	Commercial Industrial			
Tinley Park	<ul> <li>1-3,000 SF: 100% face brick</li> <li>3,001-40,000 SF: 75% face brick, 25% other masonry</li> <li>40,001-80,000 SF: 60% face brick, 40% other masonry</li> <li>80,001+ SF: 25% face brick, 75% other masonry</li> </ul>			
Mokena	<ul> <li>100% masonry and glass</li> </ul>	<ul> <li>100% of front elevation must be masonry and glass</li> <li>75% of all other elevations must be masonry and glass</li> </ul>		
New Lenox	<ul> <li>Architectural precast concrete (exposed aggregate, acid etched, polished, honed, thin brick, stone veneer); or</li> <li>Solid masonry (face brick, stone, exposed aggregate) on front and sides. Rear elevations can be common brick.</li> </ul>	<ul> <li>The total surface area of the front elevation shall be constructed of solid finish veneer, masonry or glass.</li> </ul>		
Orland Park	<ul> <li>Design Guidelines, does require brick from ground level to tops of windows</li> </ul>	<ul> <li>Design Guidelines, does require brick from ground level to tops of windows</li> </ul>		

Lockport	<ul> <li>Design Guidelines with levels of classes of materials which require % of brick</li> </ul>	<ul> <li>Design Guidelines with levels of classes of materials.</li> </ul>
Plainfield	<ul> <li>Design guidelines encourage utility brick, sandstone, native stone or glass; concrete block, split face block, pre-cast panels or EFIS are discouraged.</li> </ul>	<ul> <li>Design guidelines require masonry materials including pre-cast concrete panels, split face block. No brick required.</li> </ul>

While masonry construction is required in most communities a requirement of brick it is typically only required for commercial – not industrial uses. Due to the scale of some of the industrial structures, the use of face brick can become cost prohibitive. In addition the use of face brick, even jumbo brick (4" x 3" x 8"), is often out of scale for the larger industrial structures. In researching cost of construction and speaking with some of the local developers, the threshold for constructing with brick appears to be around 40,000 to 50,000 sq. ft. when brick becomes too costly to use. Interestingly, even where brick or solid masonry is required by code in some of the adjacent communities, very little, if any, large industrial structures are constructed meeting these requirements. In speaking with New Lenox for example, waivers are consistently issued to allow for concrete tilt-up construction. New Lenox has not required solid finish veneer (brick) in any of the new industrial structures in their Cherry Hill Industrial area.

The development experienced along industrial corridors such as I-80, I-55 and I-355 illustrate a lack of brick masonry requirements. The communities of Orland Park, Lockport and Plainfield supplement their building material requirements with Design Guidelines which appears to prove helpful since the majority of the new industrial development in these areas do not conform to their code as illustrated in the photographs below.



I-80 Corridor, New Lenox

Courtesy of Google Maps



I-355, Lockport

Courtesy of Google Maps



I-355, Lemont

Courtesy of Google Maps



I-55, Plainfield

Courtesy of Google Maps

# DISCUSSION/RECOMMENDATION

Staff is recommending several text amendments related to building material requirements. Following is a list of the amendments followed by discussion of each respectfully.

- 1. Delete Section 305 Masonry from the Comprehensive Building Code;
- 2. Amend Section II.B. (Definitions) to include a definition for "Masonry";
- 3. Amend Section III.U.(Site Plan Review) to include architectural review; provide architectural and site design standards;
- 4. Amend Section V. C. 4. (Elevations and Facades) to include masonry requirements for single-family detached, single-family attached, townhomes and all single-family semi- detached dwellings;
- 5. Amend Section V.C.7. (General Requirements/All Business & Commercial Districts) to include masonry requirements for all commercial districts including the Office and Restricted Industrial District and multi-family dwellings; and

- 6. Amend Section V.C.10. (Site Development Standards for Industrial Uses) to include masonry requirements for all industrial districts.
- 1. Delete Section 305 Masonry from the Comprehensive Building Code. Staff is recommending that references to design and masonry requirements for residential and non-residential structures be removed from the Comprehensive Building Code and incorporated into the Zoning Ordinance to allow for improved efficiencies. Including masonry requirements as part of the Site Plan Review process will provide for a more comprehensive and consistent review of development as well as make the review process more efficient with requiring just one review process (Plan Commission) versus adding another committee review (Community Development Committee). Any variation request can be handled through the variance process with established standards for consistent review. The provision of Architectural and Site Design Standards will not only assist in the review but will also provide support for variation requests if the standards are met. Staff is recommending that the masonry requirements currently in the Comprehensive Building Code been incorporated into Sections V.C.4, 7 & 10 as outlined below.
- 2. <u>Amend Section II.B. (Definitions) to include a definition for "Masonry"</u>. Currently there is no definition for "Masonry" in the Zoning Code or the Comprehensive Building Code. Staff is recommending the following definition for masonry:

**MASONRY**: Brick, stone, or architectural/decorative concrete block (split face, fluted or smooth). Tilt-up or pre-cast masonry walls (with face or thin brick inlay) are allowed where brick is required. Pre-cast concrete wall panels are included in this definition provided the structure includes architectural interest through the use of approved alternate building materials, use of alternate colors or scoring patterns as outlined in the Architectural and Site Design Standards.

3. <u>Amend Section III.U.(Site Plan Review) to include architectural review utilizing architectural and site</u> <u>design standards</u>. Currently no building permit can be issued for "the construction or alteration of any multi-family residence, business, office, or industrial building or structure until a Site Plan has been reviewed by the Planning Department Staff and approved by the Plan Commission." So as not to burden the Commission's agendas the policy has been to forward only those developments to Plan Commission that include either a zoning process (Variation, Rezoning, Special Use or Plat approval) or are deemed a significant change to an existing condition. Staff provides site plan review for all conforming projects. Architectural review has not been a part of this review except for projects requesting assistance through the Oak Park Playbook or projects located in the Legacy District.

The inclusion of architectural review as part of the Site Plan review will allow for consistent enforcement of the masonry requirements as defined in the proposed amendments as well as provide for assurances of quality architecture as outlined in the architectural standards. The addition of Site Design standards provides support and guidance for site plan review. Design Guidelines/Standards are an industry standard in many communities and according to staff in the communities of Orland Park, Lockport, Naperville and Plainfield have proven very helpful in obtaining quality development. Staff is recommending the following text amendment to Section III.U. (Site Plan Review). Proposed text amendments are noted in red :

# U. SITE PLAN AND ARCHITECTURAL REVIEW

No Building Permit shall be issued for the construction or alteration of any multi-family residence, business, office, or industrial building or structure until a Site Plan and Architectural Review has been reviewed by the Planning Department Staff and if required, approved by the Plan Commission.

The Planning Department Staff shall review the site and architectural plans for conformance with this Ordinance and other Codes and Ordinances of the Village, and if required, shall make a report with recommendations to the Plan Commission. Plan Commission review is required if the proposed development requires zoning approval (Variation,

*Rezoning, Special Use Permit, Map Amendment or Plat approval). For projects requiring Plan Commission review, after receiving the report of the Planning Department Staff, the Plan Commission shall approve the Site Plan, with or without conditions, deny it, or refer it back to the Planning Department Staff for further study.* 

Insert under Section III. U.1.(after Site Plan Contents) :

#### 2. Architectural Plan Contents:

#### An Architectural Plan shall

- a. Be drawn at a scale of 1/8"=1' 0" or larger;
- b. Provide exterior elevations of all sides of the proposed structure with dimensions;
- c. Identify all building materials along with their specifications; and
- d. Provide building samples as requested by staff.

Insert under Section III. U.2. (Conditions of Approval)

g. Staff has reviewed the Architectural Plans against the Architectural and Site Design Standards and found them to be in general conformance.

Staff has provided the following standards to facilitate site and architectural review. These shall be inserted in Section III.U. after Section III.U.4. (Time Limitation):

6. Architectural and Site Design Standards

These design standards serve as a tool to encourage good architectural and site design that is cost effective yet contributes in a positive way to the overall quality aesthetic of Tinley Park. In addition to addressing architecture, building materials and site design, the Village regulates landscape and lighting design through the Zoning Ordinance and Municipal Code. The *Architectural and Site Design Standards* shall be used in tandem with these other design regulations.

The following standards do not prescribe a certain architectural style; their intent is to encourage architects and builders to fill the gap between general planning policies and specific zoning standards and encourage creative interpretation by developers and architects resulting in a design that exceeds minimal standards. Buildings should be attractive and memorable for all the right reasons; quality architecture remains the best signage for any business.

The following design standards apply to all non-residential development (including multi-family developments of 3 or more units):

#### <u>Architecture</u>

a. <u>Building Materials</u>: The size of the structure will dictate the required building materials (Section V.C. Supplementary District Regulations). Where tilt-up or pre-cast masonry walls (with face or thin brick inlay) are allowed vertical articulation features are encouraged to mask the joint lines. Concrete panels must incorporate architectural finishes that comply with "Building Articulation" (Section III.U.5.h.) standards. Cast in place concrete may be used as an accent alternate building material (no greater than 15% per façade) provided there is sufficient articulation and detail to diminish it's the appearance if used on large, blank walls.

- b. <u>Cohesive Building Design</u>: Buildings must be built with approved materials and provide architectural interest on all sides of the structure. Whatever an architectural style is chosen, a consistent style of architectural composition and building materials are to be applied on all building facades.
- c. <u>Compatible Architecture:</u> All construction, whether it be new or part of an addition or renovation of an existing structure, must be compatible with the character of the site, adjacent structures and streetscape. Avoid architecture or building materials that significantly diverge from adjacent architecture. Maintain the rhythm of the block in terms of scale, massing and setback. Where a development includes outlots they shall be designed with compatible consistent architecture with the primary building(s). Site lighting, landscaping and architecture shall reflect a consistent design statement throughout the development.
- d. <u>Color:</u> Color choices shall consider the context of the surrounding area and shall not be used for purposes of "attention getting" or branding of the proposed use. Color choices shall be harmonious with the surrounding buildings; excessively bright or brilliant colors are to be avoided except to be used on a minor scale for accents.
- e. <u>Sustainable architectural design</u>: The overall design must meet the needs of the current use without compromising the ability of future uses. Do not let the current use dictate an architecture so unique that it limits its potential for other uses (i.e. Medieval Times).
- f. <u>Defined Entry:</u> Entrance shall be readily identifiable from public right-of-way or parking fields. The entry can be clearly defined by using unique architecture, a canopy, overhang or some other type of weather protection, some form of roof element or enhanced landscaping.
- g. <u>Roof:</u> For buildings 10,000 sf or less a pitched roof is required or a parapet that extends the full exterior of the building. For buildings with a continuous roof line of 100 feet of more, a change of at least five feet in height must be made for every 75 feet.
- h. <u>Building Articulation:</u> Large expanses of walls void of color, material or texture variation are to be avoided. The use of material and color changes, articulation of details around doors, windows, plate lines, the provision of architectural details such as "belly-bands" (decorative cladding that runs horizontally around the building), the use of recessed design elements, exposed expansion joints, reveals, change in texture, or other methods of visual relief are encouraged as a means to minimize the oppressiveness of large expanses of walls and break down the overall scale of the building into intermediate scaled parts. On commercial buildings, facades greater than 100 feet must include some form of articulation of the façade through the use of recesses or projections of at least 6 inches for at least 20% of the length of the façade. For industrial buildings efforts to break up the long façade shall be accomplished through a change in building material, color or vertical breaks of three feet or more every 250 feet.
- i. <u>Screen Mechanicals</u>: All mechanical devices shall be screened from all public views.
- j. <u>Trash Enclosures</u>: Trash enclosures must be screened on three sides by a masonry wall consistent with the architecture and building material of the building it serves. Gates must be kept closed at all times and constructed of a durable material such as wood or steel. They shall not be located in the front or corner side yard and shall be set behind the front building façade.

#### <u>Site Design</u>

- a. <u>Building/parking location:</u> Buildings shall be located in a position of prominence with parking located to the rear or side of the main structure when possible. Parking areas shall be designed so as to provide continuous circulation avoiding dead-end parking aisles. Drive-through facilities shall be located to the rear or side of the structure and not dominate the aesthetics of the building. Architecture for canopies of drive-through areas shall be consistent with the architecture of the main structure.
- b. <u>Loading Areas:</u> Loading docks shall be located at the rear or side of buildings whenever possible and screened from view from public rights-of-way.
- c. <u>Outdoor Storage:</u> Outdoor storage areas shall be located at the rear of the site in accordance with Section III.O.1. (Open Storage). No open storage is allowed in front or corner side yards and are not permitted to occupy areas designated for parking, driveways or walkways.
- d. <u>Interior Circulation</u>: Shared parking and cross access easements are encouraged with adjacent properties of similar use. Where possible visitor/employee traffic shall be separate from truck or equipment traffic.
- e. <u>Pedestrian Access</u>: Public and interior sidewalks shall be provided to encourage pedestrian traffic. Bicycle use shall be encouraged by providing dedicated bikeways and parking. Where pedestrians or bicycles must cross vehicle pathways a cross walk shall be provided that is distinguished by a different pavement material or color.
- 7. <u>Amend Section V. C. 4. (Elevations and Facades) to include masonry requirements for single-family</u> <u>detached, single-family attached, townhomes and all single-family semi- detached dwellings.</u> The masonry requirements for residential structures will remain intact as it currently exists except for the addition of "townhomes" that are not addressed in the current code. Multi-family structures of 3 or more units are regulated as a non-residential structure and will be included in Section V.C.7. for purposes of regulating masonry requirements.

The proposed text amendments for Section V.C.4. and additions are identified in red as follows (Text under #1 remains as currently written in the Zoning Ordinance, items #2,4 & 5 remain as currently written in the Building Code):

#### 4. Elevations and Facades for Residential Districts:

- 1. No two single-family dwellings of identical front elevation or facade shall be constructed or located on adjacent lots, nor shall there be constructed or located more than twenty-five (25) percent of single-family dwellings of the same elevation or facade in any block. A change of front elevation or facade shall be deemed to exist when there is a substantial difference in roof line, type and location of windows, and/or kind and arrangement of materials. There shall not be constructed or located more than fifty (50) percent of single-family attached dwellings, or multiple-family dwelling buildings, or combinations thereof, of the same elevation or facade in any block. A change of front elevation or facade shall be deemed to exist when there is substantial difference in roof line, type and location of windows, and/or kind and arrangement or materials. This requirement shall not apply to developments of less than twelve (12) units or to condominium unit developments.
- 2. In all single-family detached, single-family attached, townhomes, and in all single-family semidetached dwellings, exterior walls shall be constructed of face brick, decorative stone, or other approved masonry products as defined herein. Said construction shall commence from the finished grade and shall extend to the uppermost portion of the first story of such dwellings.

- 3. Multi-Family dwelling units (as defined in the Zoning Ordinance) shall be required to meet the masonry requirements of Section V.C.7 (General Requirements for Commercial/Office/Restricted Industrial Districts (B-1, B-2, B-3, B-4, B-5 & ORI)
- 4 Exterior wall construction in all buildings with dwelling units that are located one above another shall be of solid masonry or of a non-combustible construction with brick veneer.
- 5. Additions to residential units shall comply with these requirements:
  - a. If the dwelling unit 's first floor is made of face brick on all sides, any size addition shall be constructed of face brick.
  - b. If the dwelling unit is made of siding or other such material, an addition shall be constructed of matching material.
  - c. If the dwelling is a split level, made of brick and siding, any part of the addition visible from the front of the property must be constructed to match the existing building materials on the front facade. Any part of the addition not visible form the front of the property must be constructed of matching material to the original split level, but does not necessarily have to be of face brick.
  - d. If the addition covers more than one facade of the building or if the addition is large enough to be considered a complete remodel, the makeup of the building material shall adhere to the following guidelines:
    - i. If the subdivision is of predominantly brick dwelling units the addition shall be constructed of brick.
    - ii. If the subdivision is of primarily brick buildings, and the structure is made of both brick and another allowable material, the addition should be made of whatever material makes up the majority of the building's outer walls.
    - iii. If the subdivision consists of predominantly brick dwellings but the original structure is entirely made of siding or other such allowable material the addition may be made of matching material as long as it fits into the architectural contexts of the subdivision.

5. <u>Amend Section V.C.7. (General Requirements/All Business & Commercial Districts) to include masonry</u> requirements for all commercial districts including Office and Restricted Industrial District and multifamily dwellings. Currently the Comprehensive Building Code requires all non-residential buildings to be constructed with brick with varying percentages depending on the size of the structure. The existing masonry regulations for non-residential buildings are as follows:

- 1-3,000 SF: 100% face brick
- 3,001-40,000 SF: 75% face brick, 25% other masonry
- 40,001-80,000 SF: 60% face brick, 40% other masonry
- 80,001+ SF: 25% face brick, 75% other masonry

The code does not define "other masonry" nor does it distinguish the uses or districts where the buildings are located. As stated above, staff proposes to remove the masonry requirements from the Building Code and incorporate them into the Zoning Ordinance. As part of this proposal staff is recommending the requirements for Business (B-1 through B-5) and ORI districts (and multi-family structures) be incorporated into Section V. *(Supplementary District Regulations)* which provide General Regulations for Business/Commercial (Section V.C.7.).

Section V.C.7. (*General Regulations/All Business/Commercial Districts*) includes general requirements only for the commercial districts however the vast majority of the properties located in the *Office and Restricted Industrial District* (ORI) have been built either consistent with the masonry and brick requirements for the commercial districts or were developed prior to the 2007 masonry/brick ordinance. The majority of the hotels in the village are also located in the ORI districts and have been required to be constructed with brick since 2007 (with the exception of Woodspring as discussed above). Areas such as the North Creek (south of 183<sup>rd</sup> at West Creek Drive) and Hickory Creek (south of 183<sup>rd</sup> at 76<sup>th</sup> Ave.) Planned Unit Developments are zoned ORI with few vacant lots left for construction. The largest area available for development that is zoned ORI is along 191<sup>st</sup> street at 80<sup>th</sup> Avenue, Rte 45 north of I-80 and the Tinley Park Mental Health Center. Since these areas will most likely develop with professional offices or hotels, staff is recommending they be regulated similarly to commercial districts which require the majority of these structures to be constructed of brick. The size of the building impacts the amount of brick required and provides for the use of alternate masonry materials to comprise portions of the building not required to be constructed of brick. It also provides for the use of alternate building materials to be used as accents. The use of design standards will assist in ensuring quality construction.

Currently the Zoning Ordinance identifies the ORI District as an Industrial District for purposes of describing the districts (Section V.A.) however for purposes of outlining general regulations (Section V.C.7 & 10) staff recommends incorporating the ORI District regulations with the Business Districts due to the reasoning stated above concerning future development opportunities. Multi-family structures have also been included in this category.

The current Section V.C.7. (*General Regulations/All Business/Commercial Districts*) will remain generally intact with some minor changes for structures greater than 80,000 sq. ft.; instead of requiring 25% brick the amendment allows a choice of brick or decorative stone. Staff is recommending the current regulations for structures less than 40,000 remain as currently written with the addition of allowing the use of stone as a percentage of brick required.

B-1,B-2, B-3, B-4, B-5 & ORI ZONING DISTRICTS			
SIZE	EXISTING	PROPOSED*	Impact
<u>&lt;</u> 3,000 SF	100 % Face Brick	100% Face Brick (Decorative	None- but provides
		stone allowed for 30% of	flexibility with brick
		the brick requirement)	
3,001 – 40,000 SF	75% Face Brick,25%	75% Face Brick (Decorative	None- but provides
	other masonry (not	stone allowed for 25% of	flexibility with brick with
	defined)	the brick requirement), 25%	the use of stone and
		other masonry as defined	defines "other masonry"
40,001 – 80,000 SF	60% face brick, 40%	60% face brick, (Decorative	None- but provides
	other masonry (not	stone allowed for 20% of	flexibility with brick with
	defined)	the brick requirement), 40%	the use of stone and
		other masonry as defined.	defines "other masonry"
<u>&gt;</u> 80,000 SF	25% Face Brick, 75%	25% Face Brick or	Less restrictive .No
	other masonry (not	decorative stone, 75% other	longer requires brick-
	defined)	masonry (as defined)	allows choice of brick or
			stone., defines "other
			masonry"

The following table provides a comparison between existing and proposed masonry requirements.

\*15% of any one façade may use alternate building materials as defined in Section V.C.7.G. as architectural treatments, decorations or architectural accents

The proposed text amendments for Section V.C.7. and additions are identified in red as follows:

- General Requirements/All Business for Commercial/Office/Restricted Industrial Districts (B-1, B-2, B-3, B-4, B-5 & ORI) and Multi-family structures: Unless otherwise provided in the regulations of this Ordinance, the following provisions shall apply: to all business and commercial districts:
- A. All business, service, storage, merchandise display, and, where permitted, repair and processing, shall be conducted wholly within an enclosed building–except for off-street parking or loading for drive-in type operations and open-sales lots in districts where they are permitted;
- B. Unless otherwise permitted herein, all property located in business districts establishments shall be retail trade or service establishments dealing directly with the customer, and all goods produced on the premises shall be sold on the premises where produced;
- C. Processes and equipment employed and goods processed or sold shall be limited to those which are not objectionable by reason of odor, dust, smoke, noise, vibration, or water-carried waste. All activities shall conform with to the Performance Standards established for the ORI District and applied at the boundaries of the lot on which such activities take place;
- D. Open spaces not permitted to be used for buildings, parking, walks, drives and other authorized impervious surfaces shall be open to the sky and planted with trees, shrubbery, and grass;
- E. Parking of trucks, when accessory to the conduct of a permitted use, shall be limited to vehicles having not more than one-and-one-half (1 1/2) tons capacity–except for pick-up or delivery service during normal business hours. Any truck exceeding one-and-one-half (1 1/2) tons capacity shall be adequately screened from public view when parked; and
- F. All structures must conform to the building material requirements as outlined below:
  - i. Structures equal to or less than 3,000 sq. ft. in area must be constructed with 100% face brick. Decorative stone may be used provided it does not constitute more than 30% of any one façade.
  - ii. Structures measuring greater than 3,000 sq. ft. but no more than 40,000 sq. ft. must be constructed with at least 75% of each façade with face brick; as an option 25% of the area required to be constructed with face brick may be constructed of decorative stone. The area not constructed with face brick or decorative stone must be constructed of an approved masonry material as defined herein.
  - iii. Structures measuring greater than 40,000 sq. ft. but less than or equal to 80,000 sq. ft. must be constructed with at least 60% of each façade with face brick; as an option 20% of the area required to be constructed with face brick may be constructed of decorative stone. The remaining 40% of each façade must be constructed of an approved masonry material as defined herein.
  - iv. Structure measuring greater than 80,000 sq. ft. must be constructed with at least 25% of each façade with face brick or decorative stone; the remaining 75% of each façade must be constructed of an approved masonry material as defined herein.
- G. The following alternate building materials may be used for architectural treatments, decorations or architectural accents provided they do not constitute more than 15% of any facade:

- i. Architectural steel
- ii. Stone
- iii. Glass exposed aggregate panels
- iv. Extruded or architecturally finished concrete
- v. Cast in place concrete
- vi. Wood and engineered wood
- vii. Exterior Insulation Finishing System (E.F.I.S), stucco or Dryvit
- viii. Fiber cement siding
- ix. Cedar Shingle
- x. Equivalent or better materials or any combination of the above.
- H. The following materials are not permitted as exterior building materials:
  - i. Adhered masonry veneer shall not be permitted for exterior wall coverings unless used over an existing full-width structurally sound wall assembly.
  - ii. Vinyl siding
  - iii. Common concrete block (C.M.U.) or cinder block
  - iv. Aluminum siding
- I. Additions must conform to the building materials used for the existing structure. If there is difficulty in matching the existing material, then the architectural design of the addition must provide an attractive transition to a new material that is consistent with current building material requirements.
  - 4. Amend Section V.C.10. (Site Development Standards for Industrial Uses) to include masonry requirements for all industrial districts. As stated above, current masonry regulations for non-residential buildings are located in the Comprehensive Building Code and does not distinguish between business/commercial (retail, service and office) or industrial buildings. Staff is proposing to remove the masonry requirements from the Building Code and incorporate them into the Zoning Ordinance. Current regulations are as follows:
    - 1-3,000 SF: 100% face brick
    - 3,001-40,000 SF: 75% face brick, 25% other masonry
    - 40,001-80,000 SF: 60% face brick, 40% other masonry
    - 80,001+ SF: 25% face brick, 75% other masonry

As part of this proposal staff is recommending the masonry requirements be incorporated into Section V. *(Supplementary District Regulations)* which provide General Regulations for Industrial Uses (Section V.C.10.). To remain consistent with the previous section staff is recommending this section reference districts rather than uses which allow for more consistent enforcement. In addition the current regulations reference the "Industrial and Commercial Commission" which no longer exists and therefore all references to this Commission has been deleted; sections duplicating Subdivision Regulations have also been deleted.

The M-1 (General Manufacturing) districts are primarily located south of 183<sup>rd</sup> Street west of 80<sup>th</sup> Avenue (Tinley Crossings PUD, Mercury Business Center and Northstar Business Center) and south of I-80 east of Oak Park Avenue and north of Prosperi Drive and the Hollywood Casino Music Center (First Industrial Realty PUD). The MU-1 (Mixed–Use Duvan Drive Overlay) district is located east of Harlem Avenue north of the Metra tracks. There are a few in-fill development or redevelopment opportunities but there are limited large scale development opportunities in these districts. Despite the limited development opportunities, the industry standard for these

types of uses especially with structures greater than 40,000 sq. ft. does not require brick as currently required by the Building Code. The proposed amendments lessen the brick requirement for buildings greater than 10,000 sq. ft. but less than 40,000 sq. ft. by only requiring 50% of each façade as face brick or decorative stone. For structures greater than 40,001 sq. ft. but less than 80,000 sq. ft. the proposed amendment reduces the requirement from a 60% brick requirement to 25% brick or decorative stone but on the front façade only. The remaining facades are required to be masonry as defined but not brick. The masonry definition includes pre-cast concrete tilt up construction which represents the majority of the village's current industrial building inventory as well as what our neighboring communities require. Structures greater than 80,001 sq. ft. in size are no longer required to have brick but are still required to be masonry as defined.

The following table provides a comparison between existing and proposed masonry requirements. The breakdown of building sizes has been revised to add masonry requirements for structures of "3,001– 10,000 sq. ft." and "10,001– 40,000 SF".

M-1 & MU-1 Districts			
SIZE	EXISTING	PROPOSED*	Impact
<u>&lt;</u> 3,000 SF	100 % Face Brick	100% Face Brick (Decorative stone allowed for 30% )	None- but provides flexibility with brick by allowing 30% of brick requirement as stone
3,001 – 10,000 SF	75% Face Brick, 25% other masonry (not defined)	75% Face Brick (Decorative stone allowed for 25% of the required brick area), 25% other masonry as defined	None- but provides flexibility with brick with the use of stone and defines "other masonry"
10,001 – 40,000 SF	75% Face Brick, 25% other masonry (not defined)	50% Face Brick or decorative stone- Balance of 50% masonry as defined	Less restrictive –No longer requires 50% brick; allows choice of 50% brick or decorative stone, defines "other masonry"
40,001 -80,000 SF	60% face brick, 40% other masonry(not defined)	25% Face Brick or decorative stone on front façade only. Remaining facades masonry as defined.	Less restrictive - No longer requires brick; allows choice of 25% brick or decorative stone on front façade .defines "other masonry"
≤ 80,001 SF	25% Face Brick, 75% other masonry (not defined)	No brick required, 100% approved masonry (defined)	Less restrictive- no brick required.

\*15% of any one façade may use alternate building materials as defined in Section V.C.7.G. as architectural treatments, decorations or architectural accents

The proposed text amendments and additions are identified in red as follows:

#### 10. Site Development Standards for Industrial Uses-Districts (M-1, MU-1):

- A. No improvements shall be constructed, erected, placed, altered, maintained, or permitted on any building site until plans and specifications of the proposed improvements have been approved by the Industrial and Commercial Commission of the Village of Tinley Park. Such plans and specifications shall be drawn to scale and shall show, among other things: plot layout and all exterior elevations; materials and colors; signs and landscaping; number and size of parking spaces; driveways; grading, easements, and utilities; proposed building use; number of employees (approximately); and such other information as may be requested by said Commission.
- A. All buildings and improvements shall be constructed and maintained in accordance with the following standards:
  - 1. No building or structure shall be erected nearer than fifty (50) feet to any existing street right-of-way, or nearer than twenty-five (25) feet to the side property lines of any building site;
  - 2. Building construction and design shall be used to create a structure with four (4) equally attractive sides of high quality, rather than place all emphasis on the front elevation of the building while neglecting or down grading the aesthetic appeal of the side and rear elevations of the building;
  - 3. All on-site electrical telephone and other utility lines shall be underground and shall not be exposed on the exterior of any building or structure;
  - All loading docks shall be located so at to not be visible from public right-of-way. If the operations or configuration of the lot prohibit this orientation then all loading docks must be located at least sixty (60) feet from the front lot line. No trucks, or portion thereof, shall be allowed to park in any street while loading or unloading;
  - 2. Any outside storage for equipment, raw materials, semi-finished and finished products, waste, or refuse must be located and screened in accordance with Section III.O.1.; any wall, solid fence, or hedge used for screening must be to the rear of the principal building and shall be screened from streets and adjoining property by a wall, solid fence, or hedge at least eight (8) feet in height.
  - 3. There shall be maintained on each site facilities for parking and passenger loading and unloading sufficient to serve the business conducted thereon without using adjacent streets. Parking areas and access drives and loading areas shall be paved with an impervious surface such as asphalt or concrete and shall be graded to assure proper drainage. No parking shall be permitted within ten (10) feet of the right-of-way line of any street, and no more than twenty-five (25) percent of the area between the front setback line and the street right-of-way line shall be used for parking areas and access drives.
  - 7. Every site on which a building or structure is placed shall be landscaped according to plans approved in writing by the Industrial and Commercial Commission. Such landscaping plan shall include information regarding other customary landscape treatment for the entire site. Further, it shall be the responsibility of the owner of the building site to landscape and maintain the area between the lot lines and the street pavement adjacent to the owner's building site. Landscaping shall be installed within sixty (60) days of the completion of construction or as soon thereafter as weather conditions permit.
  - 8. The Industrial and Commercial Commission shall base its recommended approval (or disapproval) on compliance with the standards of the Tinley Park Zoning Ordinance and such other things as: the adequacy of site dimensions; the effect of the proposed location and use on the development or maintenance of improvements on neighboring sites; the proposed operations and uses; the effect

upon neighboring sites of the topography, grade and finished ground elevations proposed for the site; coordination of landscaping within the site or with neighboring sites; and the facing of the main elevation with respect to nearby streets, the extent to which the design of all proposed elevations is integrated

#### B. All structures must conform to the building material requirements as outlined below:

- i. Structures equal to or less than 3,000 sq. ft. in area must be constructed with 100% face brick. Decorative stone may be used provided it does not constitute more than 30% of any one façade.
- ii. Structures measuring 3,001 to 10,000 sq. ft. must be constructed with at least 75% of each façade with face brick or decorative stone. The remaining 25% of each façade must be constructed of an approved masonry material as defined herein. Pre-cast concrete wall panels are allowed provided the structure includes architectural interest through the use of alternate masonry materials, use of alternate colors or scoring patterns.
- iii. Structures measuring 10,001 to 40,000 sq. ft. must be constructed of 50% brick or decorative stone. The remaining 50% of each façade must be constructed of an approved masonry material as defined herein. Pre-cast concrete wall panels are allowed provided the structure includes architectural interest through the use of alternate masonry materials, use of alternate colors or scoring patterns.
- iv. Structures measuring 40,001 to 80,000 sq. ft. must be constructed of 25% brick or decorative stone on the front façade only. The remaining façades must be constructed of an approved masonry material as defined herein. Pre-cast concrete wall panels are allowed provided the structure includes architectural interest through the use of alternate masonry materials, use of alternate colors or scoring patterns.
- v. Structures greater than 80,001 sq. ft. must be constructed of masonry as defined herein. Pre-cast concrete wall panels are allowed provided the structure includes architectural interest through the use of alternate masonry materials, use of alternate colors or scoring patterns.
- C. The following alternate building materials may be used for architectural treatments, decorations or architectural accents on the structure provided they do not constitute more than 15% of any facade:
  - i. Architectural steel
  - ii. Stone
  - iii. Glass exposed aggregate panels
  - iv. Extruded or architecturally finished concrete
  - v. Cast in place concrete
  - vi. Wood and engineered wood
  - vii. Exterior Insulation Finishing System (E.F.I.S), stucco or Dryvit
  - viii. Fiber cement siding
  - ix. Cedar Shingle
  - x. Equivalent or better materials or any combination of the above.
- D. The following materials are not permitted as exterior building materials:
  - i. Adhered masonry veneer shall not be permitted for exterior wall coverings unless used over an existing full-width structurally sound wall assembly
  - ii. Vinyl siding
  - iii. Common concrete block (C.M.U.) or cinder block
  - iv. Aluminum siding

E. Additions must conform to the building materials used for the existing structure. If there is difficulty in matching the existing material, then the architectural design of the addition must provide an attractive transition to a new material that is consistent with current building material requirements.

#### RECOMMENDATION

If the Plan Commission wishes to take action on the proposed Text Amendments, the appropriate wording of the motions are listed below.

**Motion 1 :** "...make a motion to recommend the Village Board amend Section II.B (Definitions) to add (in alphabetical order) the following definition:

**MASONRY**: Brick, stone, or architectural/decorative concrete block (split face, fluted or smooth). Tilt-up or pre-cast masonry walls (with face or thin brick inlay) are allowed where brick is required. Pre-cast concrete wall panels are included in this definition provided the structure includes architectural interest through the use of approved alternate building materials, use of alternate colors or scoring patterns as outlined in the Architectural and Site Design Standards.

**Motion 2:** "...make a motion to recommend the Village Board amend Section III.U. (Site Plan Review) to include architectural review; provide architectural and site design standards as presented by staff.

**Motion 3:** "...make a motion to recommend the Village Board amend Section V. C. 4. (Elevations and Facades) to include masonry requirements for single-family detached, single-family attached, townhomes and all single-family semi- detached dwellings as presented by staff.

**Motion 4:** "...make a motion to recommend the Village Board amend Section V.C.7. (General Requirements/All Business & Commercial Districts) to include masonry requirements for all commercial districts including Office and Restricted Industrial District and multi-family dwellings as presented by staff.

**Motion 5:** "...make a motion to recommend the Village Board amend Section V.C.10. (Site Development Standards for Industrial Uses) to include masonry requirements for all industrial districts as presented by staff.

Minutes of the Village of Tinley Park Plan Commission November 21, 2019

#### TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

#### FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

#### SUBJECT: MINUTES OF THE NOVEMBER 21, 2019 REGULAR MEETING

#### Item #2 PUBLIC HEARING - MASONRY TEXT AMENDMENTS

Consider recommending that the Village Board approve Text Amendments to Section II.B. (Definitions), Section III.U. (Site Plan Review), Section V.C.4. (Elevations and Facades), Section V.C.7 (General Requirements/All Business & Commercial Districts) and Section V.C.10 (Site Development Standards for Industrial Uses) of the Zoning Ordinance to incorporate masonry requirements for residential, commercial and industrial uses.

Present were the following:

Plan Commissioners:	Garrett Gray, Chairman Curt Fielder James Gaskill MaryAnn Aitchison Stephen Vick Tim Stanton	
Absent Plan Commissioner(s):	Eduardo Mani Lucas Engel	

Angela Gatto

Guests:

None

A Motion was made by COMMISSIONER VICK, seconded by COMMISSIONER AITCHISON, to open the Public Hearing for Masonry Text Amendments. The Motion was approved by voice call. CHAIRMAN GRAY declared the Motion approved.

CHAIRMAN GRAY noted that Village Staff provided confirmation that appropriate notice regarding the Public Hearing was published in the local newspaper in accordance with State law and Village requirements.

CHAIRMAN GRAY requested anyone present in the audience, who wished to give testimony, comment, engage in crossexamination or ask questions during the Hearing stand and be sworn in.

Paula Wallrich, Planning Manager gave a presentation as noted in the Staff Report. Staff is currently working with a consultant to update the Tinley Park Comprehensive Building Code. As part of the process, certain sections of the Village's Code have been identified that are not typically addressed in a building code. Staff will be updating the building code and will be taking it out of the Building Code and entering it into the Zoning Code.

Staff is supporting the current brick masonry requirements for residential and commercial districts with some minor changes. Staff is recommending a change in the industrial districts that would continue to require masonry construction but not require the use of face brick on buildings larger than 80,000 sq. ft. In addition staff is recommending a change in the protocol for site plan review and is recommending architectural and site design standards to assist in the review of architectural and site plans proposed for non-residential structures.

These amendments will streamline the review process and result in regulations that support economic development rather than function as an encumbrance to industrial growth.

Staff has created standards for site and architectural review provide for a more consistent review. Along with that staff has addressed some actual percentages of masonry and brick on commercial and industrial districts.

Ms. Wallrich displayed examples of several buildings in the Village that have met the brick requirements noting that commercial development has benefited from the brick requirements.

In reviewing the current masonry or brick requirements for commercial and industrial buildings staff reviewed the construction requirements of neighboring communities. Many of these communities are providing waivers of their brick requirements.

Community	Exterior Building Material Requirements by Building Type		
	Commercial	Industrial	
Tinley Park	<ul> <li>1-3,000 SF: 100% face brick</li> <li>3,001-40,000 SF: 75% face brick, 25% other masonry</li> <li>40,001-80,000 SF: 60% face brick, 40% other masonry</li> <li>80,001+ SF: 25% face brick, 75% other masonry</li> </ul>		
Mokena	• 100% masonry and glass	<ul> <li>100% of front elevation must be masonry and glass</li> <li>75% of all other elevations must be masonry and glass</li> </ul>	
New Lenox	<ul> <li>Architectural precast concrete (exposed aggregate, acid etched, polished, honed, thin brick, stone veneer); or</li> <li>Solid masonry (face brick, stone, exposed aggregate) on front and sides. Rear elevations can be common brick.</li> </ul>	The total surface area of the front elevation shall be constructed of solid finish veneer, masonry or glass.	
Orland Park	<ul> <li>Design Guidelines, does require brick from ground level to tops of windows</li> </ul>	Design Guidelines, does require brick from ground level to tops of windows	
Lockport	<ul> <li>Design Guidelines with levels of classes of materials which require % of brick</li> </ul>	<ul> <li>Design Guidelines with levels of classes of materials.</li> </ul>	
Plainfield	<ul> <li>Design guidelines encourage utility brick, sandstone, native stone or glass; concrete block, split face block, pre-cast</li> </ul>	<ul> <li>Design guidelines require masonry materials including pre- cast concrete panels, split face block. No brick required.</li> </ul>	

panels or EFIS are	
discouraged.	

Ms. Wallrich proceeded to outline the proposed text amendments:

- 1. Delete Section 305 Masonry from the Comprehensive Building Code;
- 2. Amend Section II.B. (Definitions) to include a definition for "Masonry";
- 3. Amend Section III.U.(Site Plan Review) to include architectural review; provide architectural and site design standards;
- 4. Amend Section V. C. 4. (Elevations and Facades) to include masonry requirements for single-family detached, single-family attached, townhomes and all single-family semi-detached dwellings;
- 5. Amend Section V.C.7. (General Requirements/All Business & Commercial Districts) to include masonry requirements for all commercial districts including the Office and Restricted Industrial District and multi-family dwellings; and
- 6. Amend Section V.C.10. (Site Development Standards for Industrial Uses) to include masonry requirements for all industrial districts.

Ms. Wallrich provided an explanation of each amendment as outlined in the staff report and summarized as follows:

- 1. Delete Section 305 Masonry from the Comprehensive Building Code which will improve efficiencies and provide for a more comprehensive and consistent review of development.
- 2. Ms. Wallrich provided a recommended no definition for "Masonry". The proposed amendment explicitly defines what can be included under this definition which includes brick, stone and pre-cast masonry walls.
- 3. Amend Section III.U. (Site Plan Review) to include architectural review utilizing architectural and site design standards. Reviews will be completed by staff unless it includes a zoning request which will then trigger a Plan Commission review. The architectural and site design standards will help guide the review and allow for more consistent enforcement of the masonry requirements and provide assurances of quality architecture as outlined in the architectural standards.
- 4. The proposed amendment for Section V. C. 4. (Elevations and Facades) will remain substantially the same except for the addition of "townhomes" that are not addressed in the current code. Multi-family structures of 3 or more units are regulated as a non-residential structure and will be included in Section V.C.7. for purposes of regulating masonry requirements.
- 5. The proposed amendment for Section V.C.7. (General Requirements/All Business & Commercial Districts) will include masonry requirements for all commercial districts including Office and Restricted Industrial District and multi-family dwellings.

Ms. Wallrich noted that the majority of the hotels in the village are located in the ORI districts and have been required to be constructed with brick since 2007 (with the exception of WoodSpring as discussed above). Areas such as the North Creek (south of 183<sup>rd</sup> at West Creek Drive) and Hickory Creek (south of 183<sup>rd</sup> at 76<sup>th</sup> Ave.) Planned Unit Developments are zoned ORI with few vacant lots left for construction. She noted that the largest area available for development that is zoned ORI is along 191<sup>st</sup> street at 80<sup>th</sup> Avenue, Rte. 45 north of I-80 and the Tinley Park Mental Health Center. Since these areas will most likely develop with professional offices or hotels, staff is recommending they be regulated similarly to commercial districts which require the majority of these structures to be constructed of brick. The size of the building impacts the amount of brick required and provides for the use of alternate masonry materials to comprise portions of the building not required to be constructed of brick. It also

provides for the use of alternate building materials to be used as accents. She noted that the use of design standards will assist in ensuring quality construction.

Ms. Wallrich went on to explain that the current Section V.C.7. (*General Regulations/All Business/Commercial Districts*) will remain generally intact with some minor changes for structures greater than 80,000 sq. ft.; instead of requiring 25% brick the amendment allows a choice of brick or decorative stone. Staff is recommending the current regulations for structures less than 40,000 remain as currently written with the addition of allowing the use of stone as a percentage of brick required.

She presented the following table which provides a comparison between existing and proposed masonry requirements.

B-1,B-2, B-3, B-4, B-5 & ORI ZONING DISTRICTS			
SIZE	EXISTING	PROPOSED*	Impact
<u>≤</u> 3,000 SF	100 % Face Brick	100% Face Brick	None- but provides
		(Decorative stone allowed	flexibility with brick
		for 30% of the brick	
	(	requirement)	
3,001 – 40,000 SF	75% Face	75% Face Brick	None- but provides
	Brick,25% other	(Decorative stone allowed	flexibility with brick
	masonry (not	for 25% of the brick	with the use of stone
	defined)	requirement), 25% other	and defines "other
		masonry as defined	masonry"
40,001 – 80,000 SF	60% face brick, 40%	60% face brick,	None- but provides
	other masonry (not	(Decorative stone allowed	flexibility with brick
	defined)	for 20% of the brick	with the use of stone
		requirement), 40% other	and defines "other
		masonry as defined.	masonry"
≥ 80,000 SF	25% Face Brick,	25% Face Brick or	Less restrictive .No
	75% other masonry	decorative stone, 75%	longer requires brick
	(not defined)	other masonry (not	but does require 25%
		defined)	decorative stone in lieu
			of brick, defines "other
			masonry"

\*15% of any one façade may use alternate building materials as defined in Section V.C.7.G. as architectural treatments, decorations or architectural accents

Ms. Wallrich outlined the proposed text amendments which were included in the staff report. She also noted that these regulations will pertain to multi-family structures as well. She added that certain alternate building materials may be used for architectural treatments, decorations or architectural accents provided they do not constitute more than 15% of any façade. A list of the approved materials were included in the staff report. She noted a list of prohibited materials and the need for any additions to conform to the building materials used for the existing structure. If there is difficulty in matching the existing material, then the architectural design of the addition must provide an attractive transition to a new material that is consistent with current building material requirements.

6. Ms. Wallrich proceeded to discuss the recommended amendments to Section V.C.10. (Site Development Standards for Industrial Uses). She reviewed the current regulations and recommended the masonry requirements be incorporated into Section V. *(Supplementary District Regulations)* which provide General Regulations for Industrial Uses (Section V.C.10.). She noted that the current section references the "Industrial and Commercial

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Commission" which no longer exists and therefore all references to this Commission has been deleted; sections duplicating Subdivision Regulations have also been deleted.

Ms. Wallrich discussed that the M-1 (General Manufacturing) districts are primarily located south of 183<sup>rd</sup> Street west of 80<sup>th</sup> Avenue (Tinley Crossings PUD, Mercury Business Center and Northstar Business Center) and south of I-80 east of Oak Park Avenue and north of Prosperi Drive and the Hollywood Casino Music Center (First Industrial Realty PUD). She noted that the MU-1 (Mixed–Use Duvan Drive Overlay) district is located east of Harlem Avenue north of the Metra tracks. There are a few in-fill developments or redevelopment opportunities but there are limited large scale development opportunities in these districts. Despite the limited development opportunities, the industry standard for these types of uses, especially with structures greater than 40,000 sq. ft. does not require brick as currently required by the Building Code. The proposed amendments lessen the brick requirement for buildings greater than 10,000 sq. ft. but less than 40,000 sq. ft. by only requiring 50% of each façade as face brick or decorative stone. For structures greater than 40,001 sq. ft. but less than 80,000 sq. ft. the proposed amendment reduces the requirement from a 60% brick requirement to 25% brick or decorative stone but on the front façade only. The remaining facades are required to be masonry as defined but not brick. The masonry definition includes pre-cast concrete tilt up construction which represents the majority of the village's current industrial building inventory as well as what our neighboring communities require. Structures greater than 80,001 sq. ft. in size are no longer required to have brick but are still required to be masonry as defined.

Ms. Wallrich then presented the following table which provides a comparison between existing and proposed masonry requirements. The breakdown of building sizes has been revised to add masonry requirements for structures of "3,001–10,000 sq. ft. "and "10,001–40,000 SF".

M-1 & MU-1 Districts			
SIZE	EXISTING	PROPOSED*	Impact
<u>≤</u> 3,000 SF	100 % Face Brick	100% Face Brick (Decorative stone allowed for 30%)	None- but provides flexibility with brick
3,001 – 10,000 SF	75% Face Brick, 25% other masonry (not defined)	75% Face Brick (Decorative stone allowed for 25% of the required brick area), 25% other masonry as defined	None- but provides flexibility with brick with the use of stone and defines "other masonry"
10,001 – 40,000 SF	75% Face Brick, 25% other masonry (not defined)	50% Face Brick or decorative stone- Balance of 50% masonry as defined	Less restrictive –No longer requires 50% brick; allows choice of 50% brick or decorative stone, defines "other masonry"
40,001 -80,000 SF	60% face brick, 40% other masonry(not defined)	25% Face Brick or decorative stone on front façade only. Remaining facades masonry as defined.	Less restrictive - No longer requires brick; allows choice of 25% brick or decorative stone on front façade , defines "other masonry"

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≤ 80,001 SF	25% Face Brick, 75%	No brick required,	Less restrictive- no
	other masonry (not	100% approved	brick required.
	defined)	masonry (defined)	

\*15% of any one façade may use alternate building materials as defined in Section V.C.7.G. as architectural treatments, decorations or architectural accents

The proposed text amendments and additions are identified in the staff report. In addition to the new regulations related to the amount of brick required the proposed amendments provide for alternate building materials that may be used for architectural treatments, decorations or architectural accents on the structure provided they do not constitute more than 15% of any façade; a list of prohibited materials was also presented and outlined in the staff report. Consistent with the amendments for commercial districts, Ms. Wallrich discussed how additions must conform to the building materials used for the existing structure. If there is difficulty in matching the existing material, then the architectural design of the addition must provide an attractive transition to a new material that is consistent with current building material requirements.

CHAIRMAN GRAY asked for comments from the Commissioners.

COMMISSIONER STANTON noted this is very thorough. All the Commissioners agreed.

CHAIRMAN GRAY noted he liked the idea of breaking up the 10,001 sq. ft. hopefully this will entice some businesses to come to the Village to set up shop. He also liked the fact that all the building materials are identified in the architectural review. Well Done

CHAIRMAN GRAY asked for comments from the public. There were none.

A Motion was made by COMMISSIONER FIELDER, seconded by COMMISSIONER AITCHISON, to open the Public Hearing for Masonry Text Amendments. The Motion was approved by voice call. CHAIRMAN GRAY declared the Motion approved.

CHAIRMAN GRAY asked for Motions.

# Motion 1

A Motion was made by COMMISSIONER FIELDER, seconded by COMMISSIONER VICK to recommend the Village Board amend Section II.B (Definitions) to add (in alphabetical order) the following definition:

<u>MASONRY</u>: Brick, stone, or architectural/decorative concrete block (split face, fluted or smooth). Tilt-up or pre-cast masonry walls (with face or thin brick inlay) are allowed where brick is required. Pre-cast concrete wall panels are included in this definition provided the structure includes architectural interest through the use of approved alternate building materials, use of alternate colors or scoring patterns as outlined in the Architectural and Site Design Standards.

AYES: STANTON, FIELDER, GASKILL, AITCHISON, VICK & CHAIRMAN GRAY

NAYS: NONE

CHAIRMAN GRAY declared the Motion unanimously approved by Roll Call.

#### Motion 2

A Motion was made by COMMISSIONER AITCHISON, seconded by COMMISSIONER GASKILL to recommend the Village Board amend Section III.U. (Site Plan Review) to include architectural review; provide architectural and site design standards as as outlined in the 11.21.2019 staff report. AYES: STANTON, FIELDER, GASKILL, AITCHISON, VICK & CHAIRMAN GRAY

NAYS: NONE

CHAIRMAN GRAY declared the Motion unanimously approved by Roll Call.

#### Motion 3

A Motion was made by COMMISSIONER STANTON, seconded by COMMISSIONER FIELDER to recommend the Village Board amend Section V. C. 4. (Elevations and Facades) to include masonry requirements for single-family detached, single-family attached, townhomes and all single-family semi-detached dwellings as outlined in the 11.21.2019 staff report.

AYES: STANTON, FIELDER, GASKILL, AITCHISON, VICK & CHAIRMAN GRAY

NAYS: NONE

CHAIRMAN GRAY declared the Motion unanimously approved by Roll Call.

#### Motion 4

A Motion was made by COMMISSIONER VICK, seconded by COMMISSIONER AITCHISON to recommend the Village Board amend Section V.C.7. (General Requirements/All Business & Commercial Districts) to include masonry requirements for all commercial districts including Office and Restricted Industrial District and multi-family dwellings as outlined in the 11.21.2019 staff report.

AYES: STANTON, FIELDER, GASKILL, AITCHISON, VICK & CHAIRMAN GRAY

NAYS: NONE

CHAIRMAN GRAY declared the Motion unanimously approved by Roll Call.

#### Motion 5

A Motion was made by COMMISSIONER FIELDER, seconded by COMMISSIONER STANTON to recommend the Village Board amend Section V.C.10. (Site Development Standards for Industrial Uses) to include masonry requirements for all industrial districts as outlined in the 11.21.2019 staff report.

AYES: STANTON, FIELDER, GASKILL, AITCHISON, VICK & CHAIRMAN GRAY

NAYS: NONE

CHAIRMAN GRAY declared the Motion unanimously approved by Roll Call.

This will be heard at the Village Board on December 3, 2019.

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#### **GOOD OF THE ORDER:**

- 1. Paula is working on the Plaza Budget crunch and value engineering prior to going out to bid.
- 2. Magnuson Apartments (191<sup>st</sup> Street) A Permit has been submitted for Foundation only and is being reviewed.
- 3. The Boulevard/South Street work is in progress with the foundation being installed.
- 4. There is a lot of hotel interest out on Route 45. Submittal has been presented and being reviewed by staff now.

#### COMMENTS FROM THE COMMISSION

None at this time.

#### **PUBLIC COMMENT:**

None at this time.

#### ADJOURNMENT:

There being no further business, a Motion was made by PLAN COMMISSIONER GASKILL, seconded by PLAN COMMISSIONER FIELDER to adjourn the Regular Meeting of the Plan Commission of November 21, 2019 at 8:26 p.m. The Motion was unanimously approved by voice call. PLAN COMMISSION CHAIRMAN GRAY declared the meeting adjourned.

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

# **ORDINANCE** NO. 2019-O-075

#### AN ORDINANCE AMENDING ORDINANCE 91-O-083 TO PERMIT AN AUTOMOBILE SERVICE (GAS) STATION WITH A CONVENIENCE STORE IN THE NORTH CREEK FOOD N FUEL RESUBDIVISION

#### 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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#### VILLAGE OF TINLEY PARK Cook County, Illinois Will County, Illinois

#### **ORDINANCE NO. 2019-0-075**

#### AN ORDINANCE AMENDING ORDINANCE 91-O-083 TO PERMIT AN AUTOMOBILE SERVICE (GAS) STATION WITH A CONVENIENCE STORE IN THE NORTH CREEK FOOD N FUEL RESUBDIVISION

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") previously approved Ordinance No. 91-O-083 establishing the North Creek Business Park Planned Unit Development ("North Creek PUD"); and

WHEREAS, a petition for the granting of an amendment to the North Creek PUD ("Amendment") to permit an automobile service (gas) station and convenience store as a permitted use at 7451 183<sup>rd</sup> Street, Tinley Park, Illinois ("Subject Property") has been filed by Leonard McEnery of Lenny's Food N Fuel ("Petitioner") with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and has been processed in accordance with the Tinley Park Zoning Ordinance; and

**WHEREAS**, said Plan Commission held a public hearing on the question of whether the Amendment should be granted on November 21, 2019, at the Village Hall of this Village, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public hearing in the Daily Southtown, a newspaper of general circulation within the Village of Tinley Park; and

WHEREAS, the Plan Commission vote 6-0 and has filed its report and findings and recommendations that the proposed Amendment be approved with this President and Board of Trustees, and this Board of Trustees has duly considered said report of findings and recommendations; 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 Amendment; and

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

**SECTION 1**: The foregoing recitals shall be and are hereby incorporated as findings of facts 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 and accept said Amendment to the North Creek PUD as defined in Ordinance No. 91-O-083, attached hereto as <u>Exhibit 1</u>, to add the following underlined permitted uses in alphanumerical order:

- A. The permitted uses shall be those "principal uses" as set forth in the Tinley Park Zoning Ordinance for ORI Office and Restricted Industrial District. Also, the following additional uses shall be permitted.
  - 1. <u>Automobile service (gas) station with a convenience store on Lot 1 of the North</u> <u>Creek Food n Fuel Resubdivision.</u>
  - 2. Banks and financial institutions, including drive-ins and cash stations.
  - 3. Clubs, memberships, including health clubs, tennis, racquetball, handball and swim clubs.
  - 4. Dinner theaters and theaters.
  - 5. Day care centers.
  - 6. Hotels, and incidental retail uses.
  - 7. Office supply and computer stores.
  - 8. Product showrooms.
  - 9. Recording studios.
  - 10. Warehousing, wholesale establishments, and distribution facilities.

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

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

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

PASSED THIS 3<sup>rd</sup> day of December, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 3<sup>rd</sup> day of December, 2019.

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

#### 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-075, "AN ORDINANCE AMENDING ORDINANCE 91-O-083 TO PERMIT AN AUTOMOBILE SERVICE (GAS) STATION WITH A CONVENIENCE STORE IN THE NORTH CREEK FOOD N FUEL RESUBDIVISION," which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 3, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 3<sup>rd</sup> day of December, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

JPB:ms 12/02/91

#### ORDINANCE NO. 91-0-083

#### ORDINANCE REZONING CERTAIN PROPERTY AND GRANTING A SPECIAL USE FOR A <u>PLANNED UNIT DEVELOPMENT - NORTH CREEK BUSINESS PARK</u>

WHEREAS, a petition for rezoning of certain real estate, as set forth below, and for the granting of a special use for a mixed use planned unit development for certain real estate, as more fully described below, has been filed with the Village Clerk of this Village and has been referred to the Long Range Plan Commission of this Village and has been processed in accordance with the Tinley Park Zoning Ordinance, as amended; and

WHEREAS, the Long Range Plan Commission of this Village held a public hearing on whether the requested rezoning and special use permit for a mixed use planned unit development should be granted, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, public notice in the form required by law, was given of said public hearings by publication not more than 30 days nor less than 15 days prior to said hearings in <u>The Star</u>, a newspaper of general circulation in this Village, there being no newspaper published in this Village; and

WHEREAS, the Long Range Plan Commission of this Village has filed its report of findings and recommendations that the proposed rezoning and special use for a mixed use planned unit development be granted with this President and Board of Trustees, and this Board of Trustees has duly considered said reports and findings and recommendations;

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

<u>Section 1</u>: That the report and findings and recommendations of the Long Range 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. Also, all exhibits submitted at the aforesaid public hearing are

also hereby incorporated by reference as fully as if attached hereto. This Board of Trustees further finds that the proposed rezoning and special use are in the public good and in the best interests of the Village and its residents and are consistent with and foster the purposes and spirit of the Tinley Park Zoning Ordinance as set forth in Section I,B thereof. Said rezoning and special use are also in accordance with the provisions of the comprehensive land use plan of the Village.

<u>Section 2</u>: That the Tinley Park Zoning Ordinance, as amended, be further amended by classifying and rezoning the following described real estate from B-3 General Business and Commercial District to ORI Office and Restricted Industrial District under the Tinley Park Zoning Ordinance:

The East  $\frac{1}{3}$  of the Northeast  $\frac{1}{4}$  of Section 1, (Except the East 375 feet of the North 430 feet thereof) all in Township 35 North, Range 12, East of the Third Principal Meridian, in Will County, Illinois.

Section 3: In addition to the findings set forth in Section 1 hereof, this Board of Trustees further finds, in relation to the proposed special use permit for a mixed use planned unit development as follows:

A. That the subject property contains approximately 160 acres and is located within the Village of Tinley Park in Cook County, Illinois, generally between 183rd Street on the north and Interstate Route 80 on the south and between 76th Avenue (as extended) on the west and Harlem Avenue on the east. The subject property is of the type contemplated in Section VII of the Tinley Park Zoning Ordinance and is being developed in accordance with a site plan for a mixed use development best suited for the subject property. The plan is to develop the subject property with a mix of permitted ORI uses and certain B-3 permitted uses as defined herein below. Furthermore, such B-3 permitted uses are desirable and are appropriate with respect to the primary purpose of the

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development in that they are compatible uses which will enhance the development of the remainder of the planned unit development.

B. That the proposed planned unit development is consistent with the comprehensive plan and proposed uses in the area of the subject property.

C. That the uses permitted in the planned unit development are desirable since there is a need for flexibility in the uses to be permitted in the business park, particularly in light of its location, such that the development may allow for the various interrelated business and service needs of those persons, firms or entities that locate within the development. Moreover, the ORI permitted uses and the B-3 uses to be permitted hereunder are compatible and appropriate with respect to purposes of the development. Further, the project will enhance the tax base of the community and help attract other quality development in the Village in general and in the area of the subject property in particular and this development provides such uses in a manner which is compatible with existing area development.

D. That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare, and in fact will promote the same by providing beneficial business activities and employment opportunities for the community.

E. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The development is compatible with the surrounding area. The proposed business park will stimulate desired development in the area along Interstate Route 80. The site plan is also well conceived and the covenants, conditions and restrictions for the development are appropriate to better assure the development and continuation of a high quality business park.

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F. That the granting of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. It should, in fact, for the reasons set forth above, foster such development and improvement of the surrounding property for permitted uses by establishing high quality development on a major previously undeveloped parcel of land.

G. That adequate utilities, access roads, drainage, and the other necessary facilities have been or are being provided.

H. That adequate measures have been or will be taken to provide ingress and egress so designed to minimize traffic congestion in the public streets. The entrances and exits will comply with all applicable requirements. Internal traffic is adequately provided for.

I. The proposed development meets all of the applicable requirements of Section VII,C of the Tinley Park Zoning Ordinance for planned developments.

J. The Plan Commission has recommended and this Board hereby finds that the mixed uses are reasonable and that the proposed plan provides for a beneficial development with compatible uses.

K. That the special use and planned unit development shall in all other respects conform to the applicable regulations of the Tinley Park Zoning Ordinance, as amended, for the district in which it is located.

<u>Section 4</u>: That a special use for an Office and Restricted Industrial Business Park planned unit development for all of the property described on <u>EXHIBIT A</u> attached hereto and made part hereof is hereby granted to permit the development in accordance with the site plan entitled "Site Plan-Preliminary" for the North Creek Business Park prepared by Ives-Ryan Group, Inc. and dated January 11, 1991 (as modified by the preliminary plat for Phase I as approved by the Village), which Site Plan is attached hereto and

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made a part hereof as **EXHIBIT B**, subject to and conditioned upon the following:

A. The permitted uses shall be those "principal uses" as set forth in the Tinley Park Zoning Ordinance for ORI Office and Restricted Industrial District. Also, the following additional uses shall be permitted:

1. Banks and financial institutions, including driveins and cash stations.

2. Clubs, membership, including health clubs, tennis, racquetball, handball and swim clubs.

3. Dinner theaters and theaters.

4. Day care centers.

5. Hotels, and incidental retail uses.

6. Office supply and computer stores.

7. Product showrooms.

8. Recording studios.

9. Warehousing, wholesale establishments and distribution facilities.

B. The property shall be developed in full compliance with the Site Plan approved for the subject property and attached hereto as **EXHIBIT B**.

C. The property shall be subject to the covenants, conditions and restrictions for the "North Creek Business Park," a copy of which is attached hereto as <u>EXHIBIT C</u> and hereby made a part hereof as fully as if set forth at length herein.

<u>Section 5</u>: The Permittee hereunder shall at all times comply with the terms and conditions of the special use permit, and in the event of non-compliance, said permit shall be subject to revocation by appropriate legal proceedings.

<u>Section 6</u>: That the zoning map of the Village of Tinley Park, Cook and Will Counties, Illinois, be amended so as to be in conformance with the rezoning and granting of the special use for the mixed use planned unit development as aforesaid.

-5-

<u>Section 7</u>: 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 \_\_\_\_\_ day of \_\_\_\_\_\_, 1991, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAY8:

**ABSENT:** 

APPROVED by the President of the Village of Tinley Park on the \_\_\_\_\_\_, day of \_\_\_\_\_\_, 1991.

-6-

Village President

ATTEST:

Village Clerk

MS\A:TP\ORDS\NRTHCREK.PUD

#### EXHIBIT A LEGAL DESCRIPTION NORTH CREEK BUSINESS PARK PLANNED UNIT DEVELOPMENT

<u>Parcel 1</u>: That part of the East  $\frac{1}{3}$  of Section 1, Township 35 North, Range 12 East of the Third Principal Meridian, excepting the North 60.87 acres thereof lying North and West of the land in the F.A.I. 80 as defined in Case No. W66G 894 H in the Circuit Court of Will County, Illinois.

Parcel 2: The North 20.13 acres of the North  $\frac{1}{2}$  of the South East  $\frac{1}{3}$  of Section 1, Township 35 North, Range 12 East of the Third Principal Meridian (excepting therefrom the property rights taken for F.A.I. 80 in Case W66 G 894 in the Circuit Court of Will County, Illinois.

<u>Parcel 3</u>: The North 48.90 feet of that part of the West 30.87 acres of the North  $\frac{1}{2}$  of the South East  $\frac{1}{4}$  of Section 1, Township 35 North, Range 12 East of the Third Principal Meridian lying Southerly of the North 20.13 acres of the North  $\frac{1}{2}$  of said South East  $\frac{1}{4}$  of Section 1, all in Township 35 North, Range 12 East of the Third Principal Meridian, in Will County, Illinois.

<u>Parcel 4</u>: The North 60.87 acres of the North East  $\frac{1}{3}$  of Section 1, Township 35 North, Range 12 East of the Third Principal Meridian (except the East 588.00 feet thereof, and except the North 495.32 feet of the West 439.74 feet thereof, and also except that part as described as beginning at a point in the North line of Section 1, which is 622.80 feet West of the North East corner of said Section 1, thence West 270.00 feet West along said North line of Section 1, thence South 200.00 feet, thence East 270.00 feet, thence North 200.00 feet to the point of beginning), all in Will County, Illinois.

<u>Parcel 5</u>: Part of the East 588.00 feet of the North 60.87 acres of the North East  $\frac{1}{4}$  of the North East  $\frac{1}{4}$  of Section 1, Township 35 North, Range 12 East of the Third Principal Meridian, in the Township of Frankfort, County of Will, State of Illinois and being more particularly described as follows:

Commencing at the North East corner of said Section 1, thence upon the Eastern line of said Section, South 00 Degree 00'19" West, 990.65 feet to a point being on the South line of said North 60.87 acres;

Thence upon the South line of said North 60.87 acres, North 89 Degrees 35'57" West, 106.19 feet to a point being the intersection with the Western right-of-way line of Harlem Avenue and the true "Point of Beginning";

Thence continuing upon said South line, North 89 degrees 35'57" West, 481.81 feet to a point being the South West corner of the East 588.00 feet of the North 60.87 acres of said North East 4;

Thence upon the Western line of said East 588.00 feet, North 00 Degrees 00'00" East, 921.82 feet to a point being the intersection with the Southern right-of-way line of 183rd Street;

Thence upon said Southern right-of-way line, South 86 degrees 35'25" East, 213.27 feet to a point;

Thence South 00 degrees 00'00" East, 350.00 feet to a point;

Thence South 89 degrees 36'11" East, 284.98 feet to a point being the intersection with the Western right-of-way line of Harlem Avenue;

Thence upon said Western right-of-way line, South 4 degrees 17'40" West, 64.68 feet to a point;

Thence continuing upon said Western right-of-way line, South 00 degrees 00'19" West, 350.00 feet to a point;

Thence continuing upon said Western right-of-way line, South 4 degrees 23'10" West, 146.46 feet to the point of beginning containing 8.07 acres more or less being subject to all easements and rights-of-way of record.

(Generally located at the southwest corner of Harlem Avenue and 183rd Street.)

#### AND ALSO

The East  $\frac{1}{3}$  of the Northeast  $\frac{1}{3}$  of Section 1, (Except the East 375 feet of the North 430 feet thereof) all in Township 35 North, Range 12, East of the Third Principal Meridian, in Will County, Illinois.

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# PLAN COMMISSION STAFF REPORT

November 21, 2019 - Public Hearing

# Food N Fuel

7451 183<sup>rd</sup> Street



# EXECUTIVE SUMMARY

The Petitioner, Leonard McEnery on behalf of Lenny's Food N Fuel 183rd Street, LLC (Contract Purchaser), is seeking an amendment to the existing North Creek Business Park Planned Unit Development (PUD) Ordinance (Ord. 91-O-083), Special Use Permit for a Substantial Deviation from the PUD, Site Plan Approval and Final Plat of Consolidation Approval. The requests would allow for the construction of a new Food N Fuel gas station and convenience store on the property at 7451 183<sup>rd</sup> Street.

The proposed gas station site includes 18 vehicle fueling stations, three large truck fueling stations, and a 9,100 sq. ft. convenience store building. In addition to typical retail items, the convenience store building includes space for a Dunkin' Donuts with a drive-thru, a second food service vendor, and an area intended for video gaming. The facility is expected to look and operate similar to other Food N Fuel and Gas N Wash locations in the area (Food N Fuel at 19420 Harlem Ave, Tinley Park; Gas N Wash at 8810 W. 191<sup>st</sup> St, Mokena; Food N Fuel at 2560 N Cedar Rd, New Lenox, among others). No car wash or vacuums are proposed at this location. The proposal consolidates two lots closest to 183rd Street as well a small amount of property (178.27 sq. ft.) from the lot to the south. The resulting consolidated lot will be three acres in size.

The location was chosen due to high existing traffic counts, I-80 access, and need for additional gas station services beyond the existing Speedway. The North Creek PUD allows for a mix of uses that includes office, light industrial, and business. The area is home to many hotels, restaurants, stores, and other commercial uses compatible with a gas station and convenience store.

Changes to the November 7, 2019 Workshop Staff Report are indicated in Red. Renderings, Architecture, Site Plan and Landscape Plan were updated.

#### Petitioner

Leonard McEnery on behalf of Lenny's Food N Fuel 183<sup>rd</sup> Street, LLC (Contract Purchaser)

#### **Property Location**

7451 183<sup>rd</sup> Street

#### PINs

19-09-01-201-015-0000, 19-09-01-201-016-0000, 19-09-01-201-025-0000

#### Zoning

ORI PD (Office & Restricted Industrial, North Creek PUD)

Urban Design Overlay District

#### **Approvals Sought**

- PUD Ordinance
   Amendment
- Special Use Permit
- Site Plan Approval
- Final Plat Approval

#### **Project Planner**

Daniel Ritter, AICP Senior Planner

## EXISTING SITE & ZONING

The subject property consists of three vacant parcels on the southeast corner of West Creek Drive and 183<sup>rd</sup> Street. The property is located to the west of the existing Hamada of Japan Restaurant (18310 North Creek Drive) and north of the subdivision's retention pond. The property is zoned Office and Restricted Industrial (ORI) and is part of the North Creek Business Park PUD. The PUD was originally approved and subdivided in 1991 (Ord. 91-O-083) with the ORI base zoning covering the full area, but permitting some specific uses more typical of the B-3 zoning district. In 1995, a portion of the area included in the PUD that was most adjacent to Harlem Avenue, was rezoned from the ORI base zoning to a B-3 (General Business) base zoning (Ord. 95-O-055). Most of the PUD has been developed and includes a mixture of office, light industrial, educational, and commercial uses. The area is a destination for many travelers due to its proximity I-80, Hollywood Casino to Amphitheater, Tinley Park Convention Center, shopping/service and variety of а The Harlem Ave/183<sup>rd</sup> St establishments.



Above: Zoning Map around subject property (indicated with stars) in the North Creek Business Park PUD (outlined in Red).

intersection has the largest concentration of hotels in the Village with a total of seven and an eighth (Holiday Inn) receiving approval from the Village Board in October 2019. There is only one gas station (Speedway) in the immediate area. All properties surrounding the subject site are in the same North Creek PUD.



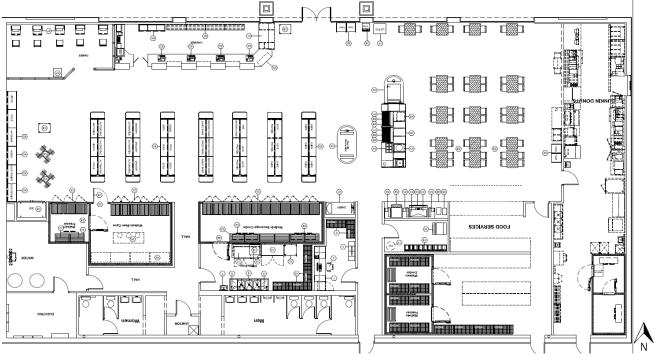
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The PUD regulations do not specifically indicate an automobile service (gas) station as a permitted use and a gas station is prohibited in the underlying ORI zoning district. However, the subject site is near to the portion of the PUD that has an underlying B-3 use and is immediately adjacent to a restaurant and a heavily traveled section of 183<sup>rd</sup> Street.

The site is also located within the Urban Design Overlay District (UDOD), which promotes walkability, lesser front yard setbacks, and a more urbanized look. Due to the inconsistencies between the intent of the UDOD and the development pattern of the existing development within the North Creek Business Park PUD, staff relied primarily on the PUD regulations to guide the review of the project. Staff has worked with the Petitioner to ensure that the spirit of the UDOD is met where possible. However, a gas station is a heavily auto-oriented use that is difficult to fit into the intent of the UDOD regulations. Despite a lack of pedestrian connectivity in the subdivision and general area, the Petitioner has planned for pedestrian connections throughout and around the site.

## PROPOSED USE

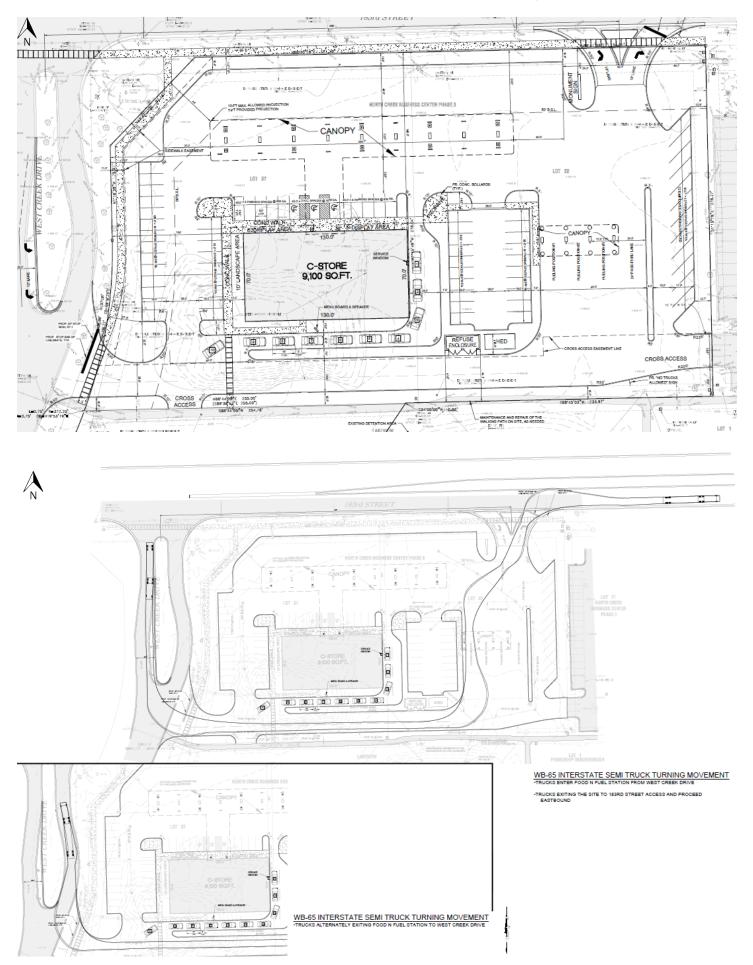
The proposed gas station site includes fueling stations for 18 vehicle and three large trucks. There will be a 9,100 sq. ft. convenience store building that sells vehicle fuel and typical retail items (food, drinks, snacks, tobacco, etc.) The convenience store building will include space for a Dunkin' Donuts with a drive-thru, a second food service vendor, and a separate area intended for video gaming. While it is not in context with a Site Plan review, the Petitioner plans to request video gaming and liquor licenses from the Village Board following site development approvals.



## SITE PLAN

The site will include the convenience store building, vehicle fueling area/canopy, truck fueling area/canopy, vehicle parking, a drive-thru lane, walkways, landscaping, a storage shed, and a dumpster enclosure. Additionally, new utilities will be provided to the building, such as watermain, sewer lines, and lighting.

Access to the site will be through two curb cuts, one on 183<sup>rd</sup> Street and one on West Creek Drive. Additionally, there will be cross-access for vehicles to the east through Hamada to North Creek Drive (existing cross-access exists on the Hamada site). The cross-access through Hamada will only be used for personal vehicles, and truck access will be prohibited. Trucks primarily access the site from West Creek Drive and exit eastbound onto 183<sup>rd</sup> Street.



The access on 183<sup>rd</sup> Street is currently proposed as a full-access. Staff does not expect that the full-access design will receive approval from Cook County Department of Transportation (CCDOT) or the Village Engineer due to safety concerns with the proximity to two other full access points. Having full access points too close together on a heavily traveled roadway can create dangerous and competing vehicles turning movements. Additionally, it is expected that a traffic signal will be installed at North Creek Drive in the future when the mental health center site is redeveloped. The traffic signal makes a full-access point even more problematic. With existing full access points already established (North Creek Drive and West Creek Drive), it is recommended a limited (right-in/right-out) access be pursued on 183<sup>rd</sup> Street. The site circulation (including truck and emergency vehicles) was designed to work even if this access point is reduced to right-in/right-out only, so no site changes will be needed. Staff recommends the plans be revised accordingly.

The plans have been revised to show right-in/right-out access along 183<sup>rd</sup> Street that is expected to be more efficient and safer for turns in and out of the site. The access will have a raised median and signage as required by Cook County DOT to ensure the right-in/right-out requirement is being followed. Full-access will still be available through West Creek Drive and North Creek Drive.

The Subdivision Code requires that any new development or redevelopment install a public sidewalk on all public frontages. While the existing sidewalk network in the area is limited, there is sidewalk running west of the site along 183<sup>rd</sup> Street. Therefore, staff recommended the Petitioner install the sidewalk instead of providing a cash-in-lieu payment. The sidewalk is the standard 6 feet wide in commercial areas and runs along both the 183<sup>rd</sup> Street and West Creek Drive frontages. The sidewalk runs onto the development site to avoid existing parkway trees and a subdivision sign for a small portion; that portion of the sidewalk has been placed in a public sidewalk easement as indicated on the plat.



## LANDSCAPE

The proposed Landscape Plan has been reviewed by the Village's Landscape Architect and finds it to be in general conformance with the Village's Landscape Ordinance with a few exceptions. The proposal requests a waiver from the north bufferyard landscaping totals due to a substantial number of parkway trees already proposed to be installed. The petitioner has indicated that additional landscaping along the 183<sup>rd</sup> Street frontage, especially trees, will block most visibility to the site, which is required to run the business successfully and for traffic visibility reasons. The Village's consultant supports the bufferyard and recognizes the area functions appropriately with the addition of parkway trees. However, there is an ability to add additional shrubs within this frontage. If additional pavement area exists, widening the bufferyard can also reduce the amount of landscaping required. The east bufferyard area has the ability to add additional landscaping and a tree in an end island that has been left as lawn. Staff recommends these few revisions be made to reduce the landscape waivers on the North and East bufferyards where possible.

The east bufferyard was revised to be in full compliance with the landscape code requirements. The north bufferyard was revised to add approximately 24 shrubs and an understory planting. Staff believes the bufferyard and parkway landscaping combination will create an attractive front landscape buffer that exceeds the neighboring property's landscaping.

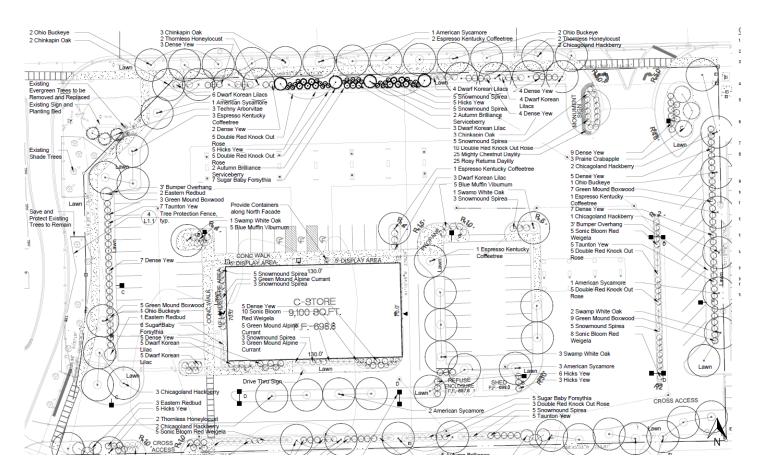
BUFFERYARD REQUIREMENTS						
Bufferyard Location	Required Width	Proposed Width	Length	Required Plantings	Proposed Plantings	Deficit
North			462′	23 CT	11 CT	-12 CT
("C"	10′	10′	(excluding	10 US	10 US	- US
Bufferyard)			entry aisle)	93 SH	64 SH	-29 SH

The second waiver being requested is in regards to the interior parking lot landscaping. The petitioner has worked to offset these deficiencies by meeting the high density and size of landscaping required throughout the site perimeter. The landscape code is not particularly easy to comply with on a gas station property in regards to interior parking lot landscaping. The fueling area needs to remain free form obstructions and allow room for vehicle and truck movement throughout the site. Landscaping pots can be added but these are often hard to maintain hearty landscaping in throughout the year.

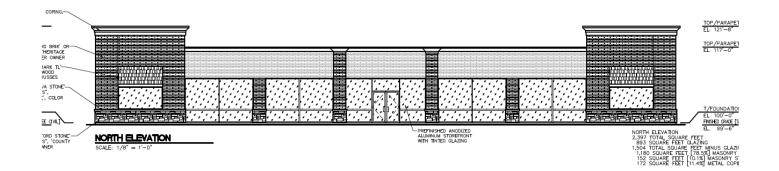
The interior landscaping shortage is a result of the gas station fueling area being counted as a parking lot. The Plan Commission agreed there was limited ability to expand this landscaping without creating vehicle safety or maintenance issues.

PARKING LOT LANDSCAPING STANDARDS			
Requirement	Provided	Deficit	Comments
15% of parking lot area to be landscaped or 13,390 square feet	3,040 square feet	10,350 square feet	89,289 s.f. of parking lot shown on landscape plan and includes fueling area. Add shrubs to large island in the middle of the site that wraps drive thru / parking.

The petitioner met the majority of the landscape code, yet these few deficiencies remain due to site constraints. The proposed landscaping is similar in style and design with surrounding area properties, such as Hamada, Comfort Inn & Suites, Sleep Inn, and the recently approved Holiday Inn. Below is a list of the landscaping deficiencies in the proposed plan. The species and variety of plantings are expected to increase the appeal of the property and overall area.



# ARCHITECTURE

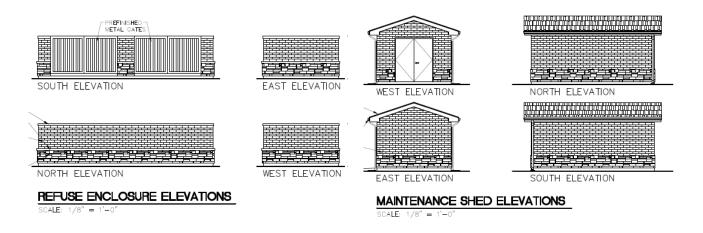


The design of the convenience store building and gas station canopy will resemble other Food N Fuel and Gas N Wash locations. The building primarily utilizes high-quality materials, including face brick (78.6% of exterior, excluding glazing) with stone around the base (14.2% of, excluding glazing). The remaining area of the building utilizes metal and EIFS for architectural treatments. The building will have a red metal coping/cornice around the top of the structure. The two fueling canopies are also proposed to be red in color. All mechanical equipment will be screened by the rooftop parapet.

The proposed structure will also have shingled canopies on the front façades. These canopies were previously placed over manual changeable copy signs on previous versions of the plan. The manual changeable copy wall signs were removed by the petitioner as they are a prohibited sign type. The signage areas were revised to include additional front façade windows.

The front façade of the convenience store building was revised to include face brick along the top of the building where there was previously EIFS. The new revision exceeds the Comprehensive Building Code's requirement for 75% face brick. This brick will be lighter in tone/color to give some contrast to the front façade.

The canopy supports, dumpster enclosure, and storage shed are proposed to be wrapped in stone and brick that matches the convenience store structure in style and design. A similar design on these accessory structures is expected to give a high-quality finished look to the site.



#### <u>RENDERINGS</u>

The renderings were revised with the changes from the staff report and Plan Commission workshop, with the exception of the brick on the front façade of the convenience store.



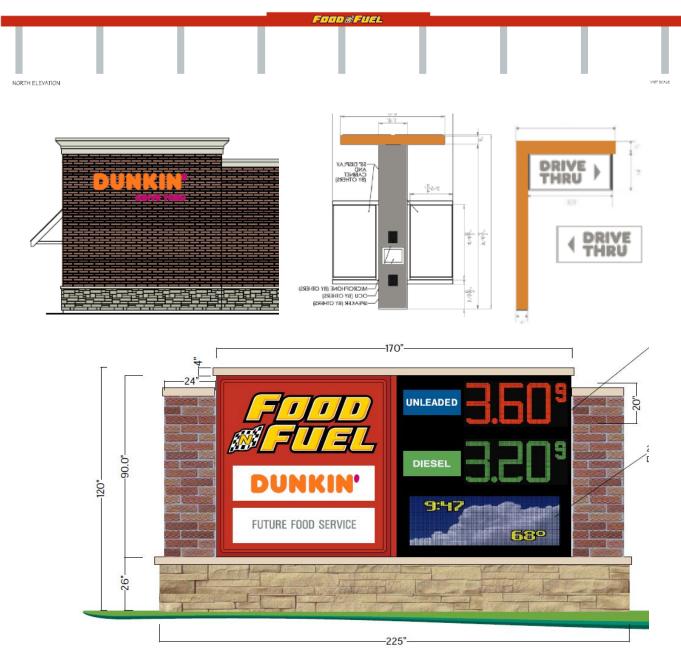


## SIGNAGE

The petitioner has proposed the following signs:

- Four wall signs (including one 15 sq. ft. interior tenant sign)
- Three gas station canopy signs
- Two directional "Trucks" canopy signs
- One Dunkin Donuts drive-thru menu board and clearance bar
- Four drive-thru directional signs (no logos)
- One monument sign

All proposed signs meet the code requirements for size, number, and location. Staff notes that Dunkin Donuts wall signs are considered the primary signage for the convenience store building and that the "Future Food Tenant" is considered an interior tenant without a separate entrance and is limited to 15 sq. ft. in size.



107 SQ. FT.

## PARKING

#### OVERALL PARKING

The Village Zoning ordinance provides some guidance for required parking for various uses; however, there is no specific reference for a convenience store associated with a gas station, restaurants, or video gaming. In these situations where a specific use is not listed, the Plan Commission approves the parking based on the Petitioner's proposal and professional parking study is typically required.

The site is unique due to a mix of different uses proposed to be incorporated into the convenience store building. While the parking analysis below breaks out each use individually, some of demand may include overlapping customers (for example, someone getting gas may also be buying retail items and/or doing to Dunkin Donuts. The proposed plan anticipates a need for 68 parking stalls following typical Zoning Code parking requirements based on individual uses:

- 34 parking stalls for retail use (1 space per 150 sq. ft.; 5,100 sq. ft. retail space/150 = 34).
- 17 parking stalls for dining/restaurant uses (1 space per 3 seats; 51 seats/3 = 17)
- 5 parking stalls for gaming machines (1 parking space per seat)
- 12 parking spaces for employees (1 parking space per maximum number of employees)

With 68 spaces (65 standard, 3 accessible) supplied based on the proposed plans, the parking requirements would meet the Zoning Code's minimum. Additionally, there are 18 vehicle fueling stations and 4 truck fueling stations. Staff believes 68 spaces will be more than sufficient due to the unique mix of uses on the site and that many of the uses will share customers. Also, the nature of the business results in high turnover with limited long-stay parking needs (in contrast to typical retail stores) outside of the employees. Minimum parking requirements are an imperfect science and can often require too much parking to being installed. "Over parking" can result in smaller structures, less landscaping, negative environmental effects, and higher development costs.

While it is a unique use, there are other existing Food N Fuel and Gas N Wash locations that can be useful to compare the site to. During the annexation of the Food N Fuel on Harlem Ave, Village staff conducted informal parking counts at that location. Below in Table 1 are the vehicle counts for the 52 existing parking spaces, while table 2 indicates the number of trucks at Food N Fuel on Harlem Ave in Tinley Park.

Table 1		
3.16	Noon	12
3.19	10:00 AM	12
3.19	0:00	6
3.19	8:47 PM	13
3.2	8:02 AM	9
3.2	9:25 PM	11
3.20	10:00 AM	17
3.21	7:45 AM	13
3.21	10:00 AM	18
3.22	7:25 AM	15
3.22	8:34 PM	10
3.22	10:00 AM	14
3.23	7:50 AM	9
3.23	1:30 PM	17
3.26	8:00 AM	13
3.26	11:00 AM	16
3.27	11:20 AM	17
3.27	8:55 AM	11
3.27	6:50 PM	8
3.28	7:35 AM	11
3.28	5:52 PM	10
3.29	7:15 AM	16

Table 2					
# Trucks	Comment				
1	PARKED				
0					
2	1 GETTING GAS				
1	PARKED				
1	PERSON SITTIN	G IN TRUCK			
2	GETTING GAS				
0					
2					
2	1 IDLING, 1 IN CAR AREA- COULDN'T HEAR IDLING AT HOUSE				HOUSE
4	2 fueling , 1 wa	iting to fuel, 1 pa	rked with <sub>l</sub>	person insi	de idling
0					
2	fueling				
1	fueling				
2	fueling				

For comparison, staff also visited the Gas N Wash on 191<sup>st</sup> in Mokena and collected some informal parking counts shown in Table 3 Below.

Table 3			
		Parking Count in parking	
Day	Time	stalls only	Video gaming
3.16	10:30 AM		3
3.19	10:30AM	15	3
3.20	10:30 AM	20	5
3.21	10:30 AM	20	5
3.22	10:30 AM	14	2
3.23	10:30 AM	12	2
3.26	10:30 AM	13	5
3.27	8:15 AM	20	5
3.27	10:30 AM	12	1

The proposed site has a total of 68 parking stalls, which exceeds the total number of parking stalls at the two nearby location: Harlem Avenue Food N Fuel has 52 and the 191<sup>st</sup> Street Mokena Gas N Wash has 45. While the subject site's location may be busier for fueling services, it also will not have car wash service that is available at the other two locations that are noted. It is important to note that the nearby Speedway gas station has approximately 45 parking spaces and 16 fueling stations. Based on these surrounding area locations and proposed parking, it appears there is sufficient parking for vehicles and trucks proposed on the subject site.

#### DRIVE-THRU

The Zoning Code does not have specific requirements in regards to drive-thru stacking, and each case is determined through Site Plan Review. The Dunkin Donuts drive-thru is proposed to have stacking availability for ten vehicles (six prior to the order board and four after). This exceeds the stacking at the majority of other Gas N Wash and Food N Fuel locations that have Dunkin Donuts, which typically have eight vehicles stacking spaces. Due to the unique nature of these being attached to a Gas Station/Convenience Store, staff has requested additional information and counts on vehicle stacking at the drive-thru. The updated drive-thru information is expected to be presented at the workshop meeting.

The updated traffic analysis appears to show adequate queuing/stacking compared to surrounding area locations. An additional two stacking spaces are proposed compared to most other locations. The specific location of the drive-thru sign can be determined with the building permit if additional menu-board stacking is needed.

#### <u>OVERALL</u>

An initial parking study and turning templates were supplied by the Petitioner's consultant (KLOA). However, staff requested additional data and information be included in the analysis specific to the drive-thru and truck traffic. Updated turning templates and a traffic/parking analysis is forthcoming and expected to be available and presented at the workshop meeting.

A revised traffic and parking analysis was submitted from the Petitioner's traffic consultant (KLOA) that includes additional counts from nearby locations, truck traffic demand/access information, and drive-thru staking details. The report indicates while some truck traffic may enter the site from I-80, it is not expected to be heavy or noticeable in terms of changes to traffic. Two to three trucks per hour are expected to be on-site to refuel. Some may stay at the location but the majority will leave the site after fueling. Three fueling stations are proposed to handle trucks.

In response to the Commission's question about a potential traffic light nearby, the Village Engineer indicated that the likely placement of a traffic light would be at West Creek Drive due to alignment to the vacant TPMHC property to the north and distance from the existing traffic light at 183<sup>rd</sup> Street and Harlem Avenue. Previous reviews noted that the existing traffic counts and queuing times coming out of the subdivision did not warrant a signal yet according to Cook County DOT standards. Since that time one hotel has been constructed, a second hotel is

expected to be completed next year, a gas station/convenience store has been proposed, and development proposals were submitted for the TPMHC property. The review, approval, and installation does take time but the Village Engineer plans to reach out to Cook County DOT and request this location be reviewed and budgeted for.

## LIGHTING

A new lighting ordinance was recently recommended for approval by the Plan Commission and adopted in September 2019. The lighting plan for the proposed development complies with the new lighting standards in respect to fixture type, illumination intensity, and light intensity at the property lines.

The Petitioner has provided a Photometric Plan that provides lighting via 11 LED light poles, 46 LED canopy fixtures, and two LED wall mount fixtures throughout the site. The Photometric Plan indicates light spillage of less than one foot candle the roadway and property lines. All light fixtures are full cut-off and downcast to prevent glare on adjacent properties and roadways.



## SPECIAL APPROVALS NEEDED

#### PUD Ordinance Amendment

The original PUD Special Use (Ord. 91-O-083) indicated a number of additional permitted uses, more typical of B-3 zoning district (hotels, theaters, clubs, daycares, banks, etc.) to be included in the PUD in addition to the ORI zoning uses permitted by the underlying district. In 1995, a portion of the area included in the PUD (adjacent to Harlem Avenue) was changed from the ORI base zoning to General Business (B-3) base zoning (Ord. 95-O-055). This allowed B-3 uses in that area but did not change the uses on the ORI areas.

The proposed amendment adds an "automobile service station with a convenience store" to the list of permitted uses but only on the subject property. By limiting it to the subject property, it prevents any other sites within the

PUD from developing a gas station where it might be less appropriate. All other PUD regulations will stay intact in regards to development requirements and permitted uses.



The 183<sup>rd</sup> Street and Harlem Ave corridors are heavy commercial-oriented corridors. Commercial uses currently stretch from Speedway at the southwest corner of Harlem Ave & 183<sup>rd</sup> Street to the Hamada restaurant that is to the east of the subject site. The access and visibility on 183<sup>rd</sup> Street are advantages that make the site plausible for commercial-type uses, including a gas station and convenience store. The intersection and area has shown demand for another gas station nearby with Speedway being among the busiest in the nation and often difficult to find available pumps due to the demand. The subject site is the most likely site to be developed as a gas station in the area due to it being undeveloped and the location being in Will County (seen as a significant advantage in regards to cigarette and sales tax).

#### Special Use Permit for a Substantial Deviation

The Petitioner is requesting a Special Use Permit for a Substantial Deviation from the PUD. Deviations from Village's Zoning Ordinance are considered Exceptions rather than Variations when located within a PUD and do not require the standard Findings of Fact as required with a Variation. Alternatively, Exceptions are looked at in terms of their conformance to their overall PUD's design and goals. The Urban Design Overlay District (UDOD) standards help promote a more urban and walkable environment by influencing things like building placement, parking placement, pedestrian connections, limited curb cuts, and cross-access. However, the auto-oriented nature of a Gas Station makes meeting many of the requirements difficult. The North Creek PUD was designed prior to the approval of the Urban Design Overlay District (UDOD). Due to the unique nature of the site and the existing development patterns within the PUD, the exceptions retain the character and previously set design of the PUD.

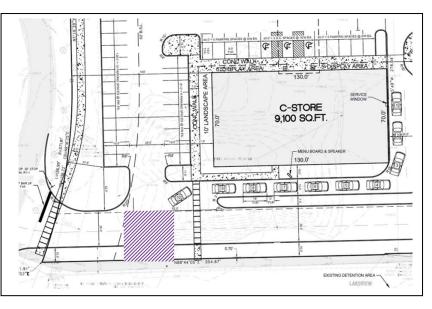
Below are the specific Exceptions and Deviations being requested as part of the Special Use:

- 1. Exceptions from the Urban Design Overlay District (Section V)
  - a. Increased front yard setback (140.5' proposed)
  - b. Allow parking in the front yard
  - c. Maximum of one curb cut per site (two proposed)
- 2. Deviations from the PUD Requirements and Sign Regulations (Section IX)
  - a. Allow parking in the front and side yards
  - b. Changes to the approved lots as indicated in the Final Plat of Subdivision

The parking and fueling area is proposed to be placed in the front yard of the site compared to the UDOD regulations that require it be placed in the rear of the building. While the site was designed to safely accommodate

pedestrians coming to and from the site with the inclusion of a public and private walkway system, the fueling area is proposed to be in the front of the building. The design is typical of gas stations, which primarily serve vehicles. Many existing developments in the PUD have included at least some parking in the front yards, including the nearby Hamada Restaurant and Holiday Inn sites.

Cross-access was designed and is proposed to Hamada restaurant to the east. However, the vacant lot to the south is separated by a previously planned and developed walking path that connects throughout the subdivision and limits the ability to place a drive aisle through it. Previous concept plans also did not anticipate cross-access connections from the lots along 183<sup>rd</sup> Street to the more southern properties. Placing across-access easement on the plat is possible to allow a future connection to the depending on south the use and development type (see the potential location of easement in purple on image to the right). The maximum of one curb cut is also



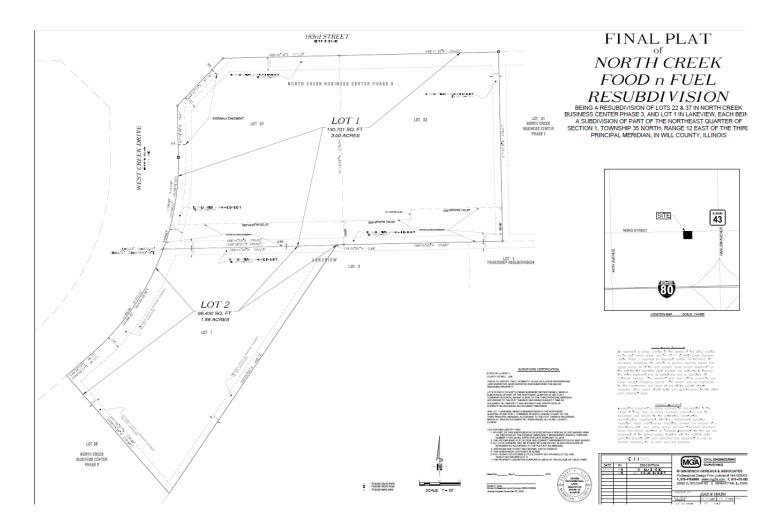
not feasible on most gas stations due to the turning radius of fuel and semi-trucks. The additional curb cut is needed for proper vehicle and emergency vehicle circulation.

Additional cross-access was added to the Plat of Subdivision for a potential future department to the south. Whether this cross-access connection is utilized can be determined through site plan review when that development is proposed.

With the proposed perimeter landscape buffering and proposed pedestrian connections, staff is confident the proposed site plan meets the integrity of the PUD and UDOD. While there are a variety of site plan configurations in the PUD and the specific layouts are more of are a reflection of the lot configuration (lot shape and width) and locations near major roadways, then strict compliance with the PUD regulations.

#### Final Plat of Subdivision Approval

The proposed Plat of Subdivision will consolidate two existing lots along 183<sup>rd</sup> Street. The proposed consolidated lot will also include a small portion (178.27 sq. ft.) of the lot to the south that will make the resulting lot a total of 3 acres in size. Existing drainage and utility easements will remain on the property. Easements for the public sidewalk and cross-access to east and south have been included in the Final Plat.



Section X.J.5. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission. The Plan Commission is encouraged to consider these standards (listed below) when analyzing a Special Use request. Staff will provide draft Findings in the Staff Report for the Public Hearing.

X.J.5. Standards: No Special Use shall be recommended by the Plan Commission unless said Commission shall find:

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
  - The Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare because the proposed project will encompass the development of an automobile service (gas) station and convenience store that will service for visitors and residents of the community. The project will be constructed meeting current Village building codes and compliment surrounding businesses and properties.
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
  - The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood because the proposed project will develop land that is currently vacant and provide services for visitors and residents of the community. The site will be well-landscaped and the building will be constructed with quality materials. This proposed use is similar and compatible with existing nearby uses.
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
  - The Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district because the majority of the property within this area has already been developed. Landscape buffers and cross-access has been supplied for the vacant property to the south.
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
  - The proposed plans provide evidence of existing utilities, access roads, and drainage and show proposed plans for necessary modifications to existing utilities, access roads, and drainage to be accommodated on the Food N Fuel site. Drainage has been accounted for within the existing subdivision pond to the southwest of the proposed site.
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
  - The proposed plans include site access by utilizing two curb cuts on 183<sup>rd</sup> Street and West Creek Drive that allow for ingress/egress to the site and efficient site circulation. Cross-access for passenger vehicles is also provided by a cross-access easement to the east through the neighboring property that connects to North Creek Drive. Cross-access is also supplied to the vacant lot to the south for possible future cross-access as well. The site incorporates proposed public and private walkways for safe pedestrian travel to and from the site.
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to

ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.

- The Special Use conforms to all other applicable regulations of the Planned Unit Development and the Village's ordinances and codes. This Special Use Permit is necessary to allow the deviation from the North Creek Business Park Planned Unit Development and allowing for exceptions from the Urban Design Overlay District to the front yard setback, location of parking, and the maximum of one curb cut. These exceptions are consistent with other properties within the North Creek Business Park and the intent of the regulations are met where possible.
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
  - The proposed Food N Fuel project will contribute directly to the economic development of the community by providing fuel, retail, and food services to visitors, providing additional jobs, and providing additional property and sales tax revenue where the existing vacant property is generating minimal tax revenue.

## STANDARDS FOR SITE PLAN APPROVAL

Section III.T.2. of the Zoning Ordinance requires that Planning Staff must find that the conditions listed below must be met. Staff will prepare draft responses for these conditions within the next Staff Report.

- a. That the proposed Use is a Permitted Use in the district in which the property is located.
- b. That the proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses.
- c. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient, and convenient movement of traffic, not only within the site but on adjacent roadways as well.
- d. That the Site Plan provides for the safe movement of pedestrians within the site.
- e. That there is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses and will provide a pleasing appearance to the public; any part of the Site Plan area not used for buildings, structures, parking, or access-ways shall be landscaped with a mixture of grass, trees, and shrubs.
- f. That all outdoor trash storage areas are adequately screened.

## MOTIONS TO CONSIDER

If the Plan Commission wishes to take action on the Petitioner's requests, the appropriate wording of the motions are listed below. The protocol for the writing of a motion is to write it in the affirmative so that a positive or negative recommendation correlates to the Petitioner's proposal. By making a motion, it does not indicate a specific recommendation in support or against the plan.

#### Motion 1 (Site Plan):

"...make a motion to grant the Petitioner, Lenny's Food N Fuel 183rd Street LLC, Site Plan Approval to construct an automobile service (gas) station and a 9,100 sq. ft. convenience store building at 7451 183<sup>rd</sup> Street in the ORI PD (Office & Restricted Industrial, North Creek Business Park PUD) Zoning District, in accordance with the plans submitted and listed herein and subject to the following conditions:

- 1. Any changes in drive-thru or parking demand from what was presented would require a new traffic/drivethru analysis and prior approval to ensure the on-site drive-thru stacking and parking is sufficient.
- 2. Site Plan approval is subject to final engineering review and approval.
- 3. Site Plan approval is subject to approval of the PUD Ordinance Amendment, Special Use for a Substantial Deviation with the PUD, and Final Plat approval."

[any conditions that the Commission would like to add]

#### Motion 2 (PUD/Special Use Ordinance Amendment):

"...make a motion to recommend that the Village Board amend Section 4-A. in Ordinance 91-O-083 (Special Use for North Creek Business Park PUD) at the request of Lenny's Food N Fuel 183rd Street LLC to permit an "automobile service (gas) station with a convenience store" as a permitted use on Lot 1 of the North Creek Food N Fuel Resubdivision."

#### Motion 3 (Special Use for Substantial Deviation):

"...make a motion to recommend that the Village Board grant a Special Use Permit for a Substantial Deviation from the North Creek Business Park PUD and Exceptions from the Zoning Ordinance (including reduced front yard setback, parking location and number of curb cuts) to the Petitioner, Lenny's Food N Fuel 183rd Street LLC, to permit an automobile service (gas) station and a 9,100 sq. ft. convenience store on the property located at 7451 183<sup>rd</sup> Street in the ORI PD (Office & Restricted Industrial, North Creek Business Park PUD) Zoning District, in accordance with the plans submitted and listed herein and adopt Findings of Fact as proposed by Village Staff in the Staff Report, subject to the following condition:

1. Any changes in drive-thru or parking demand from what was presented would require a new traffic/drivethru analysis and prior approval to ensure the on-site drive-thru stacking and parking is sufficient."

[any conditions that the Commission would like to add]

#### Motion 4 (Final Plat):

"...make a motion to recommend that the Village Board grant approval to the Petitioner, Lenny's Food N Fuel 183rd Street LLC Final Plat Approval for North Creek Food N Fuel Resubdivision in accordance with the Final Plat submitted and listed herein, subject to the following condition:

1. The Final Plat approval is subject to Final Engineering approval by the Village Engineer."

[any conditions that the Commissioners would like to add]

## LIST OF REVIEWED PLANS

Submitted Sheet Name	Prepared By	Date On Sheet
Alta/NSPS Land Title Survey (Lot 22 and Lot 37)	McBride	10-03-19
Plat of Survey (Lot 1)	MGA	N/A
Final Plat of North Creek Food n Fuel Resubdivision	MGA	11-11-19
Preliminary Site Plan	MGA	11-11-19
Preliminary Engineering Plan	MGA	11-11-19
Building Elevations (Brick Added)	ARSA	11-14-19
Floor Plan	PES	N/A
Color/3D Renderings (Unrevised)	ARSA	11-8-19
Landscape Plan	Upland	11-13-19
Storefront and Exterior Signage Plans	VB	9-4-19
Lighting Plan	LSI	8-15-19
Lighting Fixture Specs	LSI	N/A
Parking and Traffic Evaluation	KLOA	11-12-19
Truck, Fueling, and Fire Engine Turning Templates	MGA	11-11-19

McBridge = McBride Engineering

MGA = M Gingerich Gereaux & Associates (Civil Engineering & Surveying)

ARSA = Alan R Schneider Architects P.C.

PES = PES Design Group

Upland = Upland Design (Landscape Architects)

VB = VanBruggen Signs

LSI = LSI Industries Inc (Lighting)

KLOA = Kenig, Lindgren, O'Hara, Aboona, Inc (KLOA; Traffic/Transportation Consultants)

VILLAGE OF TINLEY...



Village of Tinley Park Community Development Dept. 16250 S. Oak Park Ave. Tinley Park, IL 60477 708-444-5100

# VILLAGE OF TINLEY PARK, ILLINOIS PLANNING AND ZONING GENERAL APPLICATION

#### **REQUEST INFORMATION**

\*Additional Information is Required for Specific Requests as Outlined in Specific Addendums

Special Us	e for: GAS STA	TION IN ORI DIST	RICT	
			pt Preliminary F	inal Deviation
<b>Variation</b>		I Commercial		
<b>□</b> Annexatio				
		ent) From		<u> </u>
	vision, Consolid	ation, Public Ease	ement) Prelimin	ary <b>Final</b>
Site Plan				
		<u>= 91-0-063</u>		
PROJECT & P	ROPERTY INFO	RMATION		
Project Name:	LENNY'S FO	OD N FUEL 183RE	STREET, LLC	
Project Description	n: GAS STATIO	N, CONVENIENCE	STORE, DRIVE UP	FOOD SERVICE, GAMING, LIQU
Project Address:	183RD ST	745/	Property Index No. (PIN):	09-01-201-016 AND -015
Zoning District:	ORI		Lot Dimensions & Area:	3.02 ACRE
<b>Estimated Project</b>	Cost: \$			
OWNER OF R		AATION		
			designated representativ	ve for any corporation.
Name of Owner:	STANDARD BA	NK TUT 13081	Company:	
Street Address:	2400 W 95TH S	Т.	City, State & Zip: EVE	RGREEN PARK, IL 60642
E-Mail Address:			Phone Number:	
APPLICANT I	NFORMATION			
Same as Owner	of Record			
All corresponden Representative C	ice and invoices will consent" section mu	be sent to the applic st be completed.	ant. If applicant is differe	ent than owner, "Authorized
Name of Applicant	LYMAN C TIE	MAN	Company:	<u> </u>

Relation To Project:	ATTORNEY FOR LEN MCENERY	CONTRACT PURCHASER
Street Address:	12417 TAHOE LN	City, State & Zip: MOKENA, IL 60448
E-Mail Address:	LCTIEMAN@YAHOO.COM	Phone Number:



Village of Tinley Park Community Development Dept. 16250 S. Oak Park Ave. Tinley Park, IL 60477 708-444-5100

VILLAGE OF TINLEY PARK, ILLINOIS

PLANNING AND ZONING GENERAL APPLICATION

## Authorized Representative Consent

It is required that the property owner or his designated representative be present at all requests made to the Plan Commission and Zoning Board of Appeals. During the course of a meeting, questions may arise regarding the overall project, the property, property improvements, special conditions attached to recommendations among other aspects of any formal request. The representative present must have knowledge of the property and all aspects of the project. They must have the authority to make commitments related to the project and property. Failure to have the property owner or designated representative present at the public meeting can lead to substantial delays to the project approval. If the owner cannot be present or does not wish to speak at the public meeting, the following statement must be signed by the owner for an authorized repetitive.

# I hereby authorize LYMAN C TIEMAN

х

\_\_\_\_\_ (print clearly) to act on my behalf and advise that they have full authority to act as my/our representative in regards to the subject property and project, including modifying any project or request. I agree to be bound by all terms and agreements made by the designated representative.

**Property Owner Signature:** 

Property Owner Name (Print): LEONARD MCENERY, CONTRACT PURCHASER

## <u>Acknowledgements</u>

- Applicant acknowledges, understands and agrees that under Illinois law, the Village President (Mayor), Village Trustees, Village Manager, Corporation Counsel and/or any employee or agent of the Village or any Planning and Zoning Commission member or Chair, does not have the authority to bind or obligate the Village in any way and therefore cannot bind or obligate the Village. Further, Applicant acknowledges, understands and agrees that only formal action (including, but not limited to, motions, resolutions, and ordinances) by the Board of Trustees, properly voting in an open meeting, can obligate the Village or confer any rights or entitlement on the applicant, legal, equitable, or otherwise.
- Members of the Plan Commission, Zoning Board of Appeals, Village Board as well as Village Staff may conduct inspections ٠ of subject site(s) as part of the pre-hearing and fact finding review of requests. These individuals are given permission to inspect the property in regards to the request being made.
- Required public notice signs will be obtained and installed by the Petitioner on their property for a minimum of 10 days prior to the public hearing. These may be provided by the Village or may need to be produced by the petitioner.
- The request is accompanied by all addendums and required additional information and all applicable fees are paid before • scheduling any public meetings or hearings.
- Applicant verifies that all outstanding fees and monies owed to the Village of Tinley Park have been paid. .
- Any applicable recapture, impact, engineering, contracted review or other required fees and donations shall be paid prior . to issuance of any building permits, occupancy permits, or business licenses.
- The Owner and Applicant by signing this application certify that the above information and all supporting addendums and documentation is true and correct to the best of their knowledge.

Property Owner Signature:	×
Property Owner Name (Print):	LEONARD MCENERY, CONTRACT PURCHASER
Applicant Signature: (If other than Owner)	
Applicant's Name (Print):	LYMAN C TIEMAN
Date:	AUGUST 19, 2019

VILLAGE OF TINLEY...



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

708-444-5100

# VILLAGE OF TINLEY PARK, ILLINOIS SPECIAL USE ADDENDUM

## **APPLICATION & SUBMITTAL REQUIREMENTS**

A complete application consists of the following items submitted in a comprehensive package. If materials are submitted separately or are incomplete they may not be accepted and may delay the review and hearing dates until a complete application package is received. The following information is being provided in order to assist applicants with the process of requesting a **Special Use** permit from the terms of the Zoning Ordinance (Section 5-B). This information is a summary of the application submittal requirements and may be modified based upon the particular nature and scope of the specific request.

Depending upon meeting schedules, legal notification requirements, and the specific type and scope of the request, this process generally takes between 45 to 60 days from the date of submission of a complete application package. Please schedule a pre-application meeting with Planning Department staff to review the feasibility of the proposal, discuss applicable Ordinance requirements, discuss submittal requirements, and receive some preliminary feedback on any concept plans prior to making a submittal.

General Application form is complete and is signed by the property owner(s) and applicant (if applicable).

Ownership documentation is submitted indicating proper ownership through a title report or title policy. If a corporation or partnership, documentation of the authorized agent must be supplied as well. All beneficiaries of a property must be disclosed.

A written project narrative detailing the general nature and specific aspects of the proposal being requested. Details on any employee numbers, parking requirements, property changes, existing uses/tenants, hours of operation or any other business operations should be indicated. Any additional requests such as Site Plan approval or a Variation should be indicated in the narrative as well.

▲ A Plat of Survey of the property that is prepared by a register land surveyor and has all up-todate structures and property improvements indicated.

Site Plan and/or Interior layout plans that indicate how the property and site will be utilized.

Responses to all Standards for a Special Use on the following page (can be submitted separately along with the narrative, but all standards must be addressed).

\$400 Special Use hearing fee.

Section X.J. of the Village of Tinley Park Zoning Ordinance requires that no Special Use be recommended by the Plan Commission unless the Commission finds that all of the following statements, A-G listed below, are true and supported by facts. Petitioners must respond to and confirm each and every one of the following findings by providing the facts supporting such findings. The statements made on this sheet will be made part of the official public record, will be discussed in detail during the public meetings and will be provided to any interested party requesting a copy. Please provide factual evidence that the proposed Special Use meets the statements below. If additional space is required, you may provide the responses on a separate document or page.

A. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.

THE PROPOSED SUP FOR GAS STATION, CONVENIENCE STORE, DRIVE-UP FOOD SERVICE, GAMING AND PACKAGED LIQUOR SALES WILL NOT BE DETRIMENTAL TO OR ENDANGER THE PUBLIC HEALTH, SAFETY, MORALS, COMFORT OR GENERAL WELFARE. THE PROPOSED USE WILL PROVIDE A NEEDED SERVICE TO RESIDENTS AND GUESTS OF OTHER BUSINESSES IIN THE EXISTING ORI DISTRICT. THE USE WILL BE DEVELOPED AND CONSTRUCTED IN ACCORDANCE WITH ALL LOCAL AND STATE CODES AND ORDINANCES.

- B. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. THE USE WILL NOT INJURE CURRENT USES OF OTHER PROPERTY ALREADY PERMITTED NOR WILL IT DIMINISH EXISTING PROPERTY VALUES.
- C. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. SURROUNDING PROPERTIES ARE SUBSTANTIALLY DEVELOPED WITH USES PERMITTED IN THE ORI DISTRICT.
- D. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided. UTILITIES ARE EXISTING TO SITE. ACCESS AND DRAINAGE WILL BE PROVIDED IN ACCORDANCE WITH VILLAGE AND STATE CODES.
- E. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

INGRESS AND EGRESS WILL BE PROVIDED IN ACCORDANCE WITH THE PROPOSED SITE PLAN TO 183RD STREET AND WEST CIRCLE DRIVE

F. That the Special Use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.

APPLICANT IS REQUESTING AN AMENDMENT TO ORDINANCE 91-0-083 GRANTING A SPECIAL USE FOR A PUD FOR NORTH CREEK BUSINESS PARK. IF APPROVED THE AMENDMENT WOULD ALLOW THE PROPOSED USES AS A SPECIAL USE IN THE ORI DISTRICT.

G. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.

THE SPECIAL USE WILL PROVIDE NEEDED SERVICES WHICH ARE COMPATABLE TO THE EXISTING USES IN THE ORI DISTRICT AND WILL PROVIDE SUBSTANTIAL TAX REVENUE TO THE VILLAGE.

VILLAGE OF TINLEY...



Village of Tinley Park Community Development Dept. 16250 S. Oak Park Ave.

Tinley Park, IL 60477

708-444-5100

## VILLAGE OF TINLEY PARK, ILLINOIS SITE PLAN ADDENDUM

## APPLICATION & SUBMITTAL REQUIREMENTS

A complete application consists of the following items submitted in a comprehensive package. If materials are submitted separately or are incomplete they may not be accepted and may delay the review or meeting dates until a complete application package is received. The following information is being provided in order to assist applicants with the process of requesting **Site Plan** approval. This information is a summary of the application submittal requirements and may be modified based upon the particular nature and scope of the specific request.

Depending upon meeting schedules, legal notification requirements, and the specific type and scope of the request, this process generally takes between 45 to 60 days from the date of submission of a complete application package. Please schedule a pre-application meeting with Planning Department staff to review the feasibility of the proposal, discuss applicable Ordinance requirements, discuss submittal requirements, and receive some preliminary feedback on any concept plans or ideas prior to making a submittal

General Application form is complete and is signed by the property owner(s) and applicant (if applicable).

Ownership documentation is submitted indicating proper ownership through a title report or title policy. If a corporation or partnership, documentation of the authorized agent must be supplied. All beneficiaries of a property must be disclosed.

A written project narrative detailing the general nature and specific aspects of the proposal being requested. Details on existing conditions, any parking requirements, property changes, landscaping, building design, proposed uses/tenants, public improvements or any other site design details should be described. Any additional requests such as a Special Use or Variation should be indicated in the narrative as well.

A Plat of Survey of the property that is prepared by a register land surveyor and has all up-todate structures and property improvements indicated.

 $\times$ Plans and Surveys including all details listed on the Site Plan checklist (next page).

Please make the following document submittals:

- Submit all applications, plans and documents stated above electronically via email/USB drive/ShareFile upload to Community Development Staff (Note: Village email attachment size is limited to 10MB. Please utilize ShareFile if your submission exceeds 10MB).
- One (1) paper copy of all plans in size 11" x 17"
- One (1) paper copy of full size Arch D (24" x 36") plans (scalable).

	Required Plan Submittal Items	Applicant Submitted	Village Received
1.	Site Plan Approval Application		
2.	Complete list and contact information for all project staff and design professionals (Architect, Engineer, Landscape Architect, etc.)		
3.	Plat of Survey, including:         a.       Existing conditions and dimensions;         b.       Legal Description;         c.       Surveyor information; and         d.       Date of completion.	Ø	
4.	<ul> <li>Site Plan, including: <ul> <li>a. Fully-dimensioned property boundaries;</li> <li>b. All building elements and physical improvements;</li> <li>c. Setbacks from all property lines;</li> <li>d. Identification as to whether all elements are "Existing" or "Proposed";</li> <li>e. Dimensioned parking spaces and drive aisles per Section VIII of the Zoning Ordinance;</li> <li>f. Dimensioned sidewalks (within rights-of-way and interior to the site);</li> <li>g. Trash enclosure location and screening/gate materials;</li> <li>h. Loading spaces as required by Section VIII of the Zoning Ordinance;</li> <li>i. Fire hydrant locations as required by the Village Fire Prevention Bureau;</li> <li>j. Lighting standard locations; and</li> <li>k. Ground signs with setbacks noted.</li> </ul> </li> </ul>		
5.	<ul> <li>Zoning Analysis Table <ul> <li>a. Showing existing, proposed, and required zoning conditions for all Lot and Bulk Regulations of the Zoning Ordinance, including but not limited to: <ul> <li>i. Land area in acres and square feet (exclusive of rights-of-way);</li> <li>ii. Building area in square feet (including a breakdown by use for parking calculation);</li> <li>iii. Setbacks;</li> <li>iv. Floor Area Ratio (FAR);</li> <li>v. Lot coverage;</li> <li>vi. Height of all buildings and structures (see definition of height in Zoning Ordinance);</li> <li>vii. Percentage of greenspace; and</li> <li>viii. Parking spaces (with calculations).</li> </ul> </li> </ul></li></ul>		
6.	Landscape Plan, including: <ul> <li>a. Bufferyards (please include a table indicating required and proposed plant units);</li> <li>b. Parking lot landscape islands;</li> <li>c. Screening/fencing locations;</li> <li>d. Berms (if proposed);</li> <li>e. Plant lists, including: <ul> <li>i. Latin and common names</li> <li>ii. Number of each planting material to be provided</li> <li>iii. Size at planting</li> </ul> </li> </ul>	1	
7.	<ul> <li>Photometric Plan, including: <ul> <li>a. Location of light fixtures;</li> <li>b. A cut sheet of light fixtures with indication of cut-offs or shielding; and</li> <li>c. Indicating lighting levels in foot-candles at the following locations: <ul> <li>i. Interior of the subject property;</li> <li>ii. At the property lines (.5 foot candles maximum allowed at the property line); and</li> <li>iii. Ten (10) feet beyond the property lines.</li> </ul> </li> </ul></li></ul>		

			1 age
8.	Floor Plans, including:		
	a. Preliminary floor plan layout of all buildings;		
	<li>b. Labels for the type of use of the area; and</li>		
	c. Labels for square footage of the area.		
9.	Preliminary Engineering Plans, including but not limited to:		
	a. Drainage and water flow patterns or routes;	L	
	b. On-site detention;		
	<ul> <li>Existing and proposed roadway configurations (adjacent public streets and interior roadways/driveways);</li> </ul>		
	d. Future roadway or access connections (if necessary); and		
	e. Cross access easement(s).		
10.	Signage Plans, including:		
	a. Dimensioned color elevations of ground, wall and directional signage		
	b. A diagram showing the location of the proposed signage with setbacks from property lir	nes	
	and internal drive aisles or parking lots; and		
	c. Include description of sign materials and method of illumination.		
11.	Elevations and Renderings		
	a. Building elevations showing all four sides of all buildings.		
	<ol> <li>Elevations should be fully-dimensioned including height, width, and depth of all</li> </ol>		
	major building elements and components, and identify all building materials; and		
	<ul> <li>b. Color renderings or 3D model of site.</li> </ul>		
	c. Elevation of trash enclosure area with building materials identified (if applicable).		
12.	Building Material Samples (may be submitted after initial Staff Review, but prior to placement or		
	Plan Commission agenda)		
	a. Samples of proposed materials including, but not limited to:		
	i. Wall materials such as bricks, stone, and siding;		
	ii. Roofing;		
	iii. Light fixtures; and		
	iv. Windows, moldings, shutters, and awnings.		
	b. Provide final information on all building materials with vendor, color, and sizes, whe	ere	
	relevant, in a table format.		
4.7	Preliminary Plat(s) (if applicable)		

The above information is intended as an outline of the Submission Requirements for Site Plan Approval and is neither mutually exclusive nor inclusive. The Village's Zoning Ordinance, Landscape Ordinance, Building Codes, and Subdivision Regulations can be found online at the Village website at <u>http://www.tinleypark.org</u>. Questions about Site Plan Approval and other Planning processes may be directed to the Planning Department at:

> Village of Tinley Park Planning Department 16250 S. Oak Park Avenue Tinley Park, IL 60477 Phone: (708) 444-5100 Email: <u>planning@tinleypark.org</u>

# LENNY'S FOOD N FUEL 183<sup>RD</sup> STREET, LLC APPLICATION FOR SUP FOR GAS STATION, CONVENIENCE STORE, DRIVE-UP FOOD SERVICE, SALE OF PACKAGED ALCOHOLIC BEVERAGES, GAMING LOTS 22 AND 37 NORTH CREEK BUSINESS CENTER PHASE 3 TINLEY PARK, IL

APPLICANT: LEONARD MCENERY, MANAGER LENNY'S FOOD N FUEL 183<sup>RD</sup> STREET, LLC 8200 W 185<sup>TH</sup> ST UNIT K <u>TINLEY PARK, IL</u> 60487

LENMCENERY@AOL.COM

ATTORNEY: LYMAN C. TIEMAN 12417 TAHOE LN. MOKENA, IL 60448

LCTIEMAN@YAHOO.COM

CIVIL ENGINEER: BRIAN HERTZ MG2A 25620 S. GOUGAR RD. MANHATTAN IL 60442

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## TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

## FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

## SUBJECT: MINUTES OF THE NOVEMBER 21, 2019 REGULAR MEETING

## Item #1 PUBLIC HEARING: LENNY'S FOOD N FUEL 183RD STREET, LLC, 7451 183<sup>rd</sup> Street

Consider a request to recommend that the Village Board grant Leonard McEnery on behalf of Lenny's Food N Fuel 183rd Street, LLC (Contract Purchaser) an amendment to the North Creek Business Park Planned Unit Development Ordinance (Ord. 91-O-083) to permit an automobile service (gas) station with a convenience store to be a permitted use on the subject property. Additionally, to grant a Special Use Permit for a Substantial Deviation with exceptions from the Zoning Ordnance for the property located at 7401 - 7451 183<sup>rd</sup> Street in the ORI PUD (Office and Restricted Industrial, North Creek Business Park PUD) zoning district. Site Plan and Final Plat approval will also be considered as well.

Present were the following:

Plan Commissioners:	Garrett Gray, Chairman Curt Fielder James Gaskill MaryAnn Aitchison Stephen Vick Tim Stanton
Absent Plan Commissioner(s):	Eduardo Mani Lucas Engel Angela Gatto
Guests:	Leonard McEnery, Petitioner Lyman Tieman, Attorney Michael Werthmann, Traffic Consultant, KLOA

A Motion was made by COMMISSIONER STANTON, seconded by COMMISSIONER VICK, to open the Public Hearing for Lenny's Food N Fuel 183<sup>rd</sup> Street, LLC. The Motion was approved by voice call. CHAIRMAN GRAY declared the Motion approved.

CHAIRMAN GRAY noted that Village Staff provided confirmation that appropriate notice regarding the Public Hearing was published in the local newspaper in accordance with State law and Village requirements.

CHAIRMAN GRAY requested anyone present in the audience, who wished to give testimony, comment, engage in crossexamination or ask questions during the Hearing stand and be sworn in.

Dan Ritter, Senior Planner gave a presentation as noted in the Staff Report. The Petitioner, Leonard McEnery on behalf of Lenny's Food N Fuel, 183<sup>rd</sup> Street, LLC is seeking an amendment to the existing North Creek Business Park Planned Unit Development, Special Use Permit for a Substantial Deviation from the PUD, Site Plan Approval and Final Plat of Consolidation Approval. The requests would allow for the construction of a new Food N Fuel gas station and convenience store on the property at 7451 183<sup>rd</sup> Street.

The property is zoned ORI (Office and Restricted Industrial) as part of the North Creek Business Park PUD. The PUD was originally approved and subdivided in 1991 with the ORI base zoning covering the full area with some commercial-oriented

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use like hotels, restaurants, and daycares. In 1995, the PUD came back and a portion of the area included in the PUD that was most adjacent to Harlem Avenue was rezoned from the ORI base zoning to a B-3 (General Business) base zoning. Most of the PUD has been developed and includes a mixture of office, light industrial, educational, and commercial uses. This area has the area near I-80, Hollywood Casino Amphitheater Tinley Park Convention Center and a variety of shopping/service establishments. There is one existing gas station on the corner of Harlem and 183<sup>rd</sup>. All properties surrounding the subject site are in the same North Creek PUD.

This site is also located in the Urban Design Overlay District (UDOD), which promotes walkability, lesser front yard setbacks with parking in the back, and a more urbanized look. The PUD does not specifically mention automobile or gas stations as permitted uses. They are prohibited under the ORI zoning district, however, with this being in a PUD an amendment is possible to add in automobile/service stations as permitted. There is also Speedway in this area on the southwest corner of 183<sup>rd</sup> and Harlem in the area zoned B-3.

This is a 3-acre site. The property consists of two vacant parcels and a sliver of a third parcel on the southeast corner of West Creek Drive and 183<sup>rd</sup> Street. This site was chosen in Will County due to the high traffic counts, I-80 access, and it is one of the last sites available for a gas station. The property located to the east is Hamada of Japan Restaurant and north of the subdivision's retention pond. To the southeast is the site where the new Holiday Inn will be built. The property is zoned Office and Restricted Industrial (ORI) and is part of the North Creek Business Park PUD.

There will be a 9,100 sq. ft. convenience store building that sells vehicle fuel and typical retail items. There will also be a Dunkin Donuts with a drive-thru, a second food service vendor, and a separate area intended for video gaming. On the exterior, the site includes fueling stations for 18 vehicles and three large trucks. This will be similar to other Gas N Wash stations in the area. Recently there was a station annexed on Harlem Avenue that is a Food N Fuel with a car wash. There is also a Gas N Wash on 191<sup>st</sup> in Mokena. This proposed station will function similarly without a car wash.

The overall site will include the convenience store building, vehicle fueling area/canopy, truck fueling area/canopy, vehicle parking, a drive-thru lane, walkways, landscaping, a storage shed, and a dumpster enclosure. Additionally, new utilities will be provided to the building, such as water main, sewer lines, and lighting.

Access to the site will be right-in/right-out along 183rd Street. The access will have a raised median and signage as required by Cook County IDOT to ensure the right-in/right-out requirement is being followed. Full-access will still be available through West Creek Drive and North Creek Drive. The subdivision code requires that sidewalks are installed into any new developments that are proposed. The Petitioner will install sidewalks along both 183<sup>rd</sup> Street and West Creek Drive frontages.

A parking and traffic study was done by KLOA and is included in the packet. There are 68 parking stalls proposed on the site. This site is unique due to the mix of different uses proposed to be incorporated in the convenience store. Some of the demand may include overlapping customers. Someone getting gas may also purchase retail items and/or go to Dunkin Donuts. The proposed plan anticipates a need for 68 parking stalls following typical Zoning code parking requirements based on individual use.

- 34 parking stalls for retail use (1 space per 150 sq. ft.; 5,100 sq. ft. retail space/150 = 34).
- 17 parking stalls for dining/restaurant uses (1 space per 3 seats; 51 seats/3 = 17)
- 5 parking stalls for gaming machines (1 parking space per seat)
- 12 parking spaces for employees (1 parking space per maximum number of employees)

With 68 spaces (65 standard, 3 accessible) supplied based on the proposed plans, the parking requirements would meet the Zoning Code's minimum. Staff believes 68 spaces will be sufficient due to the unique mix of uses on the site. The drive-thru has availability for ten vehicles. This exceeds the stacking at the majority of other Gas N Wash and Food N Fuel locations that have Dunkin Donuts which typically have eight. The menu board location will be determined.

The east bufferyard was revised to be in full compliance with the landscape code requirements. The north bufferyard shortage was revised to add approximately 14 shrubs and an understory planting. Staff believes the bufferyard and parkway landscaping combination will create an attractive front landscape buffer that exceeds the neighboring property's landscaping.

	BUFFERYARD REQUIREMENTS							
Bufferyard LocationRequired WidthProposed WidthLengthRequired PlantingsProposed PlantingsDeficit								
North			462'	23 CT	11 CT	-12 CT		
("C"	10′	10′	(excluding	10 US	10 US	- US		
Bufferyard)			entry aisle)	93 SH	64 SH	-29 SH		

The interior landscaping shortage is a result of the gas station fueling area being counted as a parking lot. The Plan Commission agreed there was limited ability to expand this landscaping without creating vehicle safety or maintenance issues.

PARKING LOT LANDSCAPING STANDARDS				
Requirement	Provided	Deficit	Comments	
15% of parking lot area to be landscaped or 13,390 square feet	3,040 square feet	10,350 square feet	89,289 s.f. of parking lot shown on landscape plan and includes fueling area. Add shrubs to large island in the middle of the site that wraps drive thru / parking.	

Mr. Ritter displayed renderings of the structures. The architecture is fairly simple on the building. It will be similar to the other Gas N Fuel stations. The front facade of the convenience store building was revised to include face brick (78.6% of exterior, excluding glazing) along the top of the building where there was previously EIFS with stone around the base (14.2% excluding glazing). The new revision exceeds the Comprehensive Building code's requirement for 75% face brick. This brick will be lighter in tone/color to give some contrast to the front façade. The building will have a red metal coping/cornice around the top of the structure. The two fueling canopies are also proposed to be red in color. All mechanical equipment will be screened by the rooftop parapet. There will be matching enclosures and maintenance shed on site.

There will be shingled canopies on the front facades. These canopies were previously placed over manual changeable copy signs on previous versions of the plan. The manual changeable copy wall signs were removed as they are a prohibited sign type. The signage areas were revised to include additional front façade windows.

All proposed signs meet the code requirements for size, number, and location.

The petitioner has proposed the following signs:

- Four wall signs (including one 15 sq. ft. interior tenant sign)
- Three gas station canopy signs
- Two directional "Trucks" canopy signs
- One Dunkin Donuts drive-thru menu board and clearance bar
- Four drive-thru directional signs (no logos)
- One monument sign 10' ft. tall

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The lighting plan for the proposed development complies with the new lighting standards for fixture type, illumination intensity, and light intensity at the property lines.

The Petitioner has provided a Photometric Plan that indicates light spillage of less than one foot candle at the roadway and property lines. All light fixtures are full cut-off and downcast to prevent glare on adjacent properties and roadways.

Special approvals needed are:

#### PUD Ordinance Amendment

As noted in the Staff Report this will amend the 1991 Ordinance. The proposed amendment adds an "automobile service station with a convenience store to the list of permitted uses but only on the subject property.

#### Special Use Permit for a Substantial Deviation

As noted in the Staff Report deviations from the Village Zoning Ordinance are considered Exceptions rather than Variations when located within a PUD and o not require the standard Findings of Fact as required with a Variation. Alternatively Exceptions are looked at in terms of their conformance to their overall PUD's design and goals.

Below are the specific Exceptions and Deviations being requested as part of the Special Use:

- 1. Exceptions from the Urban Design Overlay District (Section V)
  - a. Increased front yard setback (140.5' proposed)
  - b. Allow parking in the front yard
  - c. Maximum of one curb cut per site (two proposed)
  - d. Required cross-access to adjacent properties (no cross-access to the south)
- 2. Deviations from the PUD Requirements and Sign Regulations (Section IX)
  - a. Allow parking in the front and side yards
  - b. Changes to the approved lots as indicated in the Final Plat of Subdivision

Additional cross-access was added to the Plat of Subdivision for a potential future department to the south. Whether this cross-access connection is utilized can be determined through site plan review when that development is proposed.

#### Final Plat of Resubdivision

The proposed Plat of Subdivision will consolidate two existing lots along 183<sup>rd</sup> Street. The proposed consolidated lot will also include a small portion (178.27 sq. ft.) of the lot to the south that will make the resulting lot a total of 3 acres in size. Existing drainage and utility easements will remain on the property. Easements for the public sidewalk and cross/access to east and south have been included in the Final Plat.

The last thing that was discussed at the Workshop was the addition of a traffic light on the corner of 183<sup>rd</sup> St. and either West Creek Drive or North Creek Drive. Staff has talked with the County and the State and it has not been considered due to the traffic count. With the addition of the hotels and the gas station, the Engineer will speak with them again to try and get the traffic light at this location. A study will be done to see if it meets the standards.

CHAIRMAN GRAY asked the Commissioners if they had comments or questions.

COMMISSIONER STANTON noted this a great thing for Tinley Park. All other Commissioners agreed.

CHAIRMAN GRAY inquired about the traffic within the gas station. He noted that it could be difficult with the flow in the interior of the station. There is a busy traffic issue at the Speedway on the corner of 183<sup>rd</sup> Street and Harlem Avenue. Also, there is an issue with the sidewalk crossing the access.

Michael Werthmann, KLOA Traffic Coordinator replied this area is a lot like the station at Rt.6 and Cedar and there is no problem there. Most people will be entering in the full-access rather than the right-in access. The crosswalk is common to cross the access. Most drivers are aware of the crosswalk. The site lines are clear.

Mr. Ritter noted there will be raised medians in this area and the sites islands and curbing will help the direct traffic flow and slow people down.

CHAIRMAN GRAY asked the Petitioner if he would like to speak.

Lyman Tieman, Attorney noted he believes they have covered everything that was brought up at the Workshop.

CHAIRMAN GRAY asked for comments from the public.

A Motion was made by COMMISSIONER STANTON, seconded by COMMISSIONER GASKILL, to close the Public Hearing for Lenny's Food N Fuel 183<sup>rd</sup> Street, LLC. The Motion was approved by voice call. CHAIRMAN GRAY declared the Motion approved.

Mr. Ritter went through the Standards for Special Use:

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
  - The Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare because the proposed project will encompass the development of an automobile service (gas) station and convenience store that will service for visitors and residents of the community. The project will be constructed meeting current Village building codes and compliment surrounding businesses and properties.
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
  - The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood because the proposed project will develop land that is currently vacant and provide services for visitors and residents of the community. The site will be well-landscaped and the building will be constructed with quality materials. This proposed use is similar and compatible with existing nearby uses.
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
  - The Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district because the majority of the property within this area has already been developed. Landscape buffers and cross-access has been supplied for the vacant property to the south.
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;

- The proposed plans provide evidence of existing utilities, access roads, and drainage and show proposed plans for necessary modifications to existing utilities, access roads, and drainage to be accommodated on the Food N Fuel site. Drainage has been accounted for within the existing subdivision pond to the southwest of the proposed site.
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
  - The proposed plans include site access by utilizing two curb cuts on 183<sup>rd</sup> Street and West Creek Drive that allow for ingress/egress to the site and efficient site circulation. Cross-access for passenger vehicles is also provided by a cross-access easement to the east through the neighboring property that connects to North Creek Drive. Cross-access is also supplied to the vacant lot to the south for possible future cross-access as well. The site incorporates proposed public and private walkways for safe pedestrian travel to and from the site.
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.
  - The Special Use conforms to all other applicable regulations of the Planned Unit Development and the Village's ordinances and codes. This Special Use Permit is necessary to allow the deviation from the North Creek Business Park Planned Unit Development and allowing for exceptions from the Urban Design Overlay District to the front yard setback, location of parking, and the maximum of one curb cut. These exceptions are consistent with other properties within the North Creek Business Park and the intent of the regulations are met where possible.
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
  - The proposed Food N Fuel project will contribute directly to the economic development of the community by providing fuel, retail, and food services to visitors, providing additional jobs, and providing additional property and sales tax revenue where the existing vacant property is generating minimal tax revenue.

Standards for Site Plan Approval:

- a. That the proposed Use is a Permitted Use in the district in which the property is located.
- b. That the proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses.
- c. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient, and convenient movement of traffic, not only within the site but on adjacent roadways as well.
- d. That the Site Plan provides for the safe movement of pedestrians within the site.
- e. That there is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses and will

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provide a pleasing appearance to the public; any part of the Site Plan area not used for buildings, structures, parking, or access-ways shall be landscaped with a mixture of grass, trees, and shrubs.

f. That all outdoor trash storage areas are adequately screened.

CHAIRMAN GRAY asked for Motions.

#### Motion 1 (Site Plan)

A Motion was made by COMMISSIONER FIELDER, seconded by COMMISSIONER GASKILL to recommend the Village Board grant the Petitioner, Lenny's Food N Fuel 183rd Street LLC, Site Plan Approval to construct an automobile service (gas) station and a 9,100 sq. ft. convenience store building at 7451 183<sup>rd</sup> Street in the ORI PD (Office & Restricted Industrial, North Creek Business Park PUD) Zoning District, in accordance with the plans submitted and listed herein and subject to the following conditions:

- 1. Any changes in drive-thru or parking demand from what was presented would require a new traffic/drivethru analysis and prior approval to ensure the on-site drive-thru stacking and parking is sufficient.
- 2. Site Plan approval is subject to final engineering review and approval.
- 3. Site Plan approval is subject to approval of the PUD Ordinance Amendment, Special Use for a Substantial Deviation with the PUD, and Final Plat approval.

#### AYES: STANTON, FIELDER, GASKILL, AITCHISON, VICK & CHAIRMAN GRAY

#### NAYS: NONE

CHAIRMAN GRAY declared the Motion unanimously approved by Roll Call

#### Motion 2 (PUD/Special Use Ordinance Amendments):

A Motion was made by COMMISSIONER STANTON, seconded by COMMISSIONER AITCHISON to recommend the Village Board amend Section 4-A. in Ordinance 91-O-083 (Special Use for North Creek Business Park PUD) at the request of Lenny's Food N Fuel 183rd Street LLC to permit an "automobile service (gas) station with a convenience store" as a permitted use on Lot 1 of the North Creek Food N Fuel Resubdivision.

#### AYES: STANTON, FIELDER, GASKILL, AITCHISON, VICK & CHAIRMAN GRAY

NAYS: NONE

# CHAIRMAN GRAY declared the Motion unanimously approved by Roll Call**Motion 3 (Special Use for Substantial Deviation):**

A Motion was made by COMMISSIONER FIELDER, seconded by COMMISSIONER VICK to recommend that the Village Board grant a Special Use Permit for a Substantial Deviation from the North Creek Business Park PUD and Exceptions from the Zoning Ordinance (including reduced front yard setback, parking location and number of curb cuts) to the Petitioner, Lenny's Food N Fuel 183rd Street LLC, to permit an automobile service (gas) station and a 9,100 sq. ft. convenience store on the property located at 7451 183<sup>rd</sup> Street in the ORI PD (Office & Restricted Industrial, North Creek Business Park PUD) Zoning District, in accordance with the plans submitted and listed herein and adopt Findings of Fact as proposed by Village Staff in the Staff Report, subject to the following condition: 1. Any changes in drive-thru or parking demand from what was presented would require a new traffic/drive-thru analysis and prior approval to ensure the on-site drive-thru stacking and parking is sufficient.

AYES: STANTON, FIELDER, GASKILL, AITCHISON, VICK & CHAIRMAN GRAY

NAYS: NONE

CHAIRMAN GRAY declared the Motion unanimously approved by Roll Call

#### Motion 4 (Final Plat):

A Motion was made by COMMISSIONER FIELDER, seconded by COMMISSIONER GASKILL to recommend that the Village Board grant approval to the Petitioner, Lenny's Food N Fuel 183rd Street LLC Final Plat Approval for North Creek Food N Fuel Resubdivision in accordance with the Final Plat submitted and listed herein, subject to the following condition:

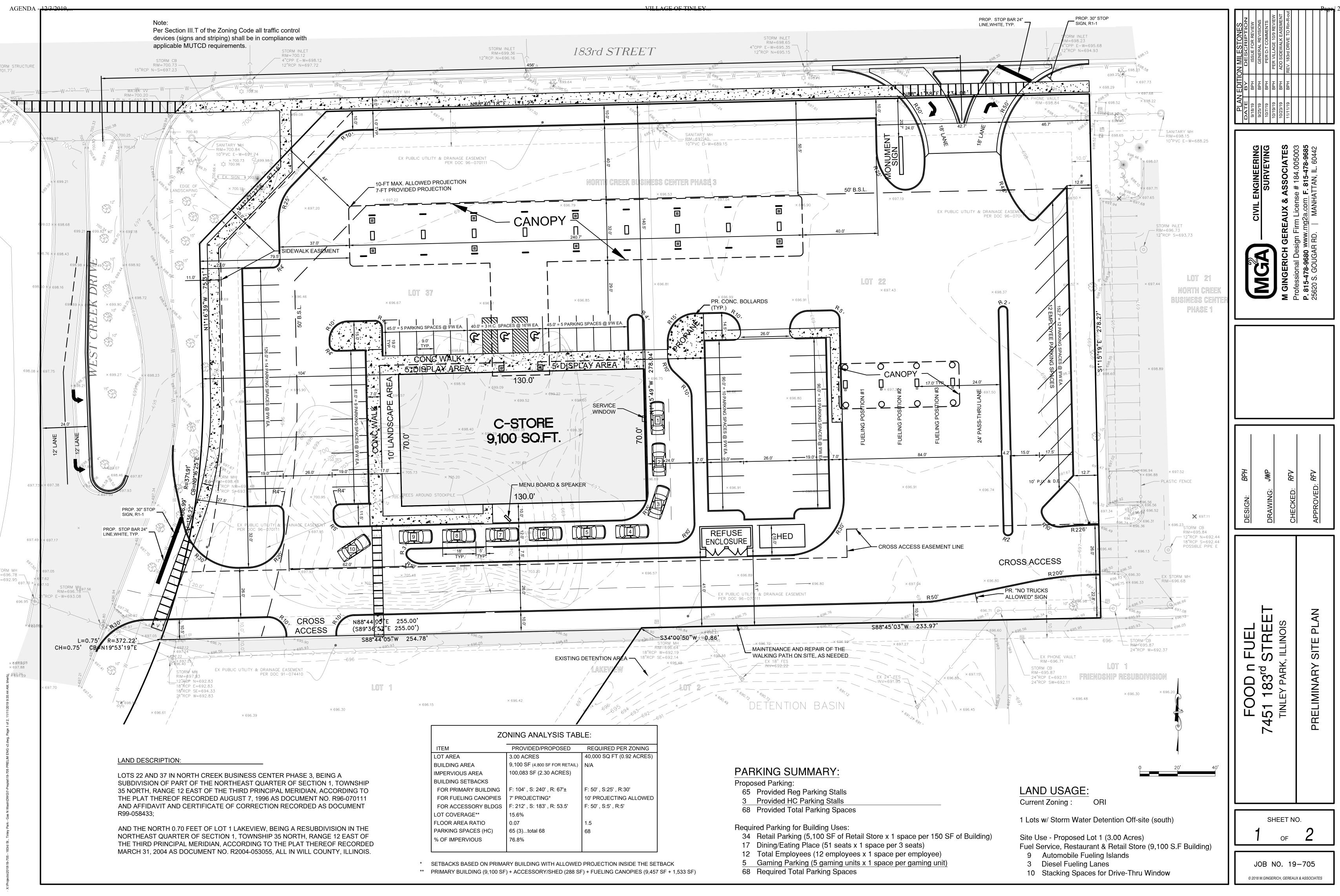
1. The Final Plat approval is subject to Final Engineering approval by the Village Engineer.

AYES: STANTON, FIELDER, GASKILL, AITCHISON, VICK & CHAIRMAN GRAY

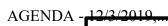
NAYS: NONE

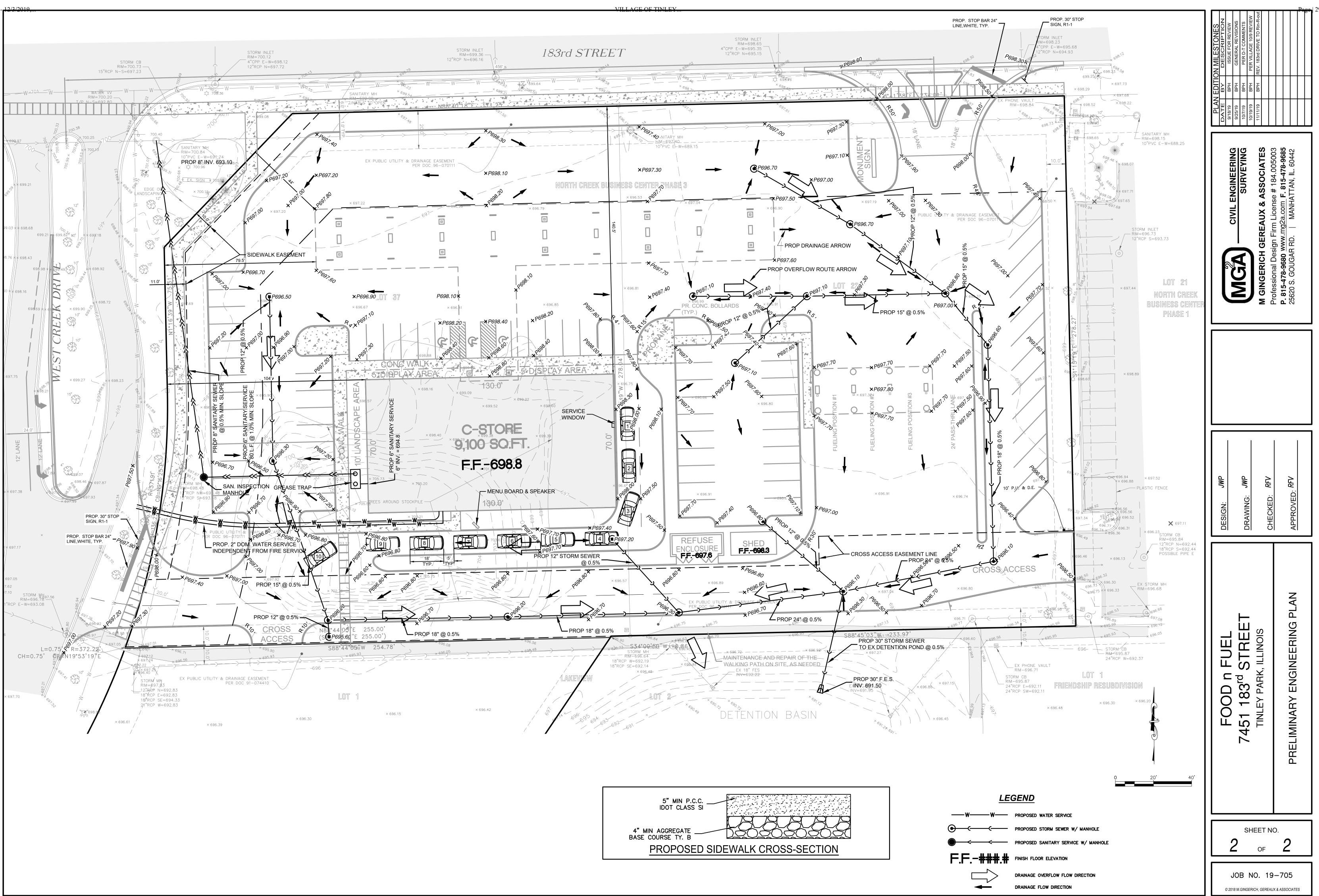
CHAIRMAN GRAY declared the Motion unanimously approved by Roll Call.

This will go before the Village Board on December 3, 2019.

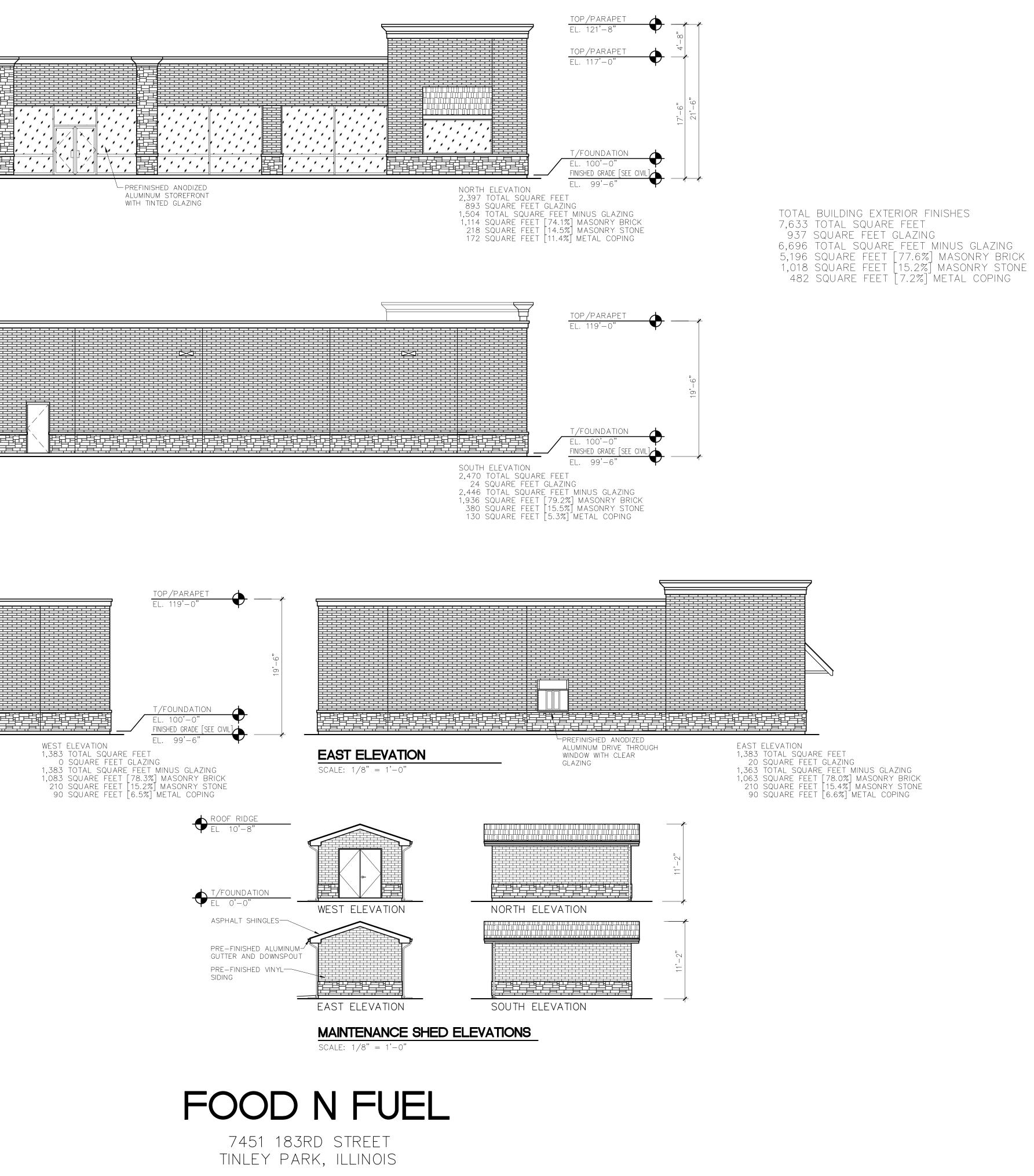








"NORTHFIELD", 'HARVARD BRIK' OR "COUNTY MATERIALS", 'HERITAGE			
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DECKING AND WOOD TRUSSES "NORTHFIELD", 'CORDOVA STONE' OR "COUNTY MATERIALS",			
'HERITAGE CAST STONE', COLOR PER OWNER			
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NOVEMBER 18, 2019

associates

ALAN R. SCHNEIDER ARCHITECTS P.C. 1411 WEST PETERSON AVENUE, SUITE 203 PARK RIDGE, ILLINOIS 60068 TEL: 847-698-4438 FAX: 847-698-9889 C ALAN R. SCHNEIDER ARCHITECTS P.C. 2019

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

## ORDINANCE NO. 2019-O-076

### AN ORDINANCE GRANTING A SPECIAL USE FOR SUBSTANTIAL DEVIATION FROM THE NORTH CREEK BUSINESS PARK PLANNED UNIT DEVELOPMENT WITH EXCEPTIONS FROM THE ZONING ORDINANCE TO ALLOW THE CONSTRUCTION OF A FOOD N FUEL AUTOMOBILE SERVICE STATION AND CONVENIENCE STORE AT 7451 183<sup>RD</sup> STREET (LENNY'S FOOD N FUEL)

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

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

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

#### VILLAGE OF TINLEY PARK Cook County, Illinois Will County, Illinois

#### **ORDINANCE NO. 2019-0-076**

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**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, a petition for the granting of a Special Use for a substantial deviation from the North Creek Business Park Planned Unit Development to allow the construction of a gas station and convenience store located at 7451 183<sup>rd</sup> Street, Tinley Park, Illinois 60477 ("Subject Property") has been filed by Leonard McEnery on behalf of Lenny's Food N Fuel ("Petitioner") with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and has been processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, said Plan Commission held a public hearing on the question of whether the Special Use Permit for a Substantial Deviation should be granted on November 21, 2019, at the Village Hall of this Village of Tinley Park ("Village"), at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public hearing in the Daily Southtown, a newspaper of general circulation within the Village of Tinley Park; and

WHEREAS, the Plan Commission voted 6-0 and has filed its report of findings and recommendations regarding the Special Use for a Substantial Deviation with this Village President and Board of Trustees, and this Board of Trustees has duly considered said report, findings, and recommendations; 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 Special use for a Substantial Deviation; and

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

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

**SECTION 2**: That the report of findings and recommendations of the Plan Commission are herein incorporated by reference as the findings of this President and the Board of Trustees, as complete as if fully set forth herein at length. This Board finds that the Petitioner has provided evidence establishing that they have met the standards for granting the Special Use Permit for a Substantial Deviation set forth in Section VII.B.6 and Section X.J.5 of the Zoning Ordinance, and the proposed granting of the Special Use Permit as set forth herein is in the public good and in the best interest of the Village and its residents and is consistent with and fosters the purpose and spirit of the Tinley Park Zoning Ordinance.

<u>X.J.5. Standards:</u> No Special Use shall be recommended by the Plan Commission unless said Commission shall find:

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
  - The Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare because the proposed project will encompass the development of an automobile service (gas) station and convenience store that will service for visitors and residents of the community. The project will be constructed meeting current Village building codes and compliment surrounding businesses and properties.
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
  - The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood because the proposed project will develop land that is currently vacant and provide services for visitors and residents of the community. The site will be well-landscaped and the building will be constructed with quality materials. This proposed use is similar and compatible with existing nearby uses.
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
  - The Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district because the majority of the property within this area has already been developed. Landscape buffers and cross-access has been supplied for the vacant property to the south.
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;

- The proposed plans provide evidence of existing utilities, access roads, and drainage and show proposed plans for necessary modifications to existing utilities, access roads, and drainage to be accommodated on the Food N Fuel site. Drainage has been accounted for within the existing subdivision pond to the southwest of the proposed site.
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
  - The proposed plans include site access by utilizing two curb cuts on 183<sup>rd</sup> Street and West Creek Drive that allow for ingress/egress to the site and efficient site circulation. Cross-access for passenger vehicles is also provided by a cross-access easement to the east through the neighboring property that connects to North Creek Drive. Cross-access is also supplied to the vacant lot to the south for possible future cross-access as well. The site incorporates proposed public and private walkways for safe pedestrian travel to and from the site.
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.
  - The Special Use conforms to all other applicable regulations of the Planned Unit Development and the Village's ordinances and codes. This Special Use Permit is necessary to allow the deviation from the North Creek Business Park Planned Unit Development and allowing for exceptions from the Urban Design Overlay District to the front yard setback, location of parking, and the maximum of one curb cut. These exceptions are consistent with other properties within the North Creek Business Park and the intent of the regulations are met where possible.
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
  - The proposed Food N Fuel project will contribute directly to the economic development of the community by providing fuel, retail, and food services to visitors, providing additional jobs, and providing additional property and sales tax revenue where the existing vacant property is generating minimal tax revenue.

**SECTION 3**: The Special Use Permit for a Substantial Deviation set forth herein below shall be applicable to the following described property:

**LEGAL DESCRIPTION:** LOTS 22 AND 37 IN NORTH CREEK BUSINESS CENTER PHASE 3, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 1996 AS DOCUMENT NO. R96-070111 AND AFFIDAVIT AND CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT R99-058433; AND THE NORTH 0.70 FEET OF LOT 1 LAKEVIEW, BEING A RESUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2004 AS DOCUMENT NO. R2004-053055, ALL IN WILL COUNTY, ILLINOIS.

#### PIN: 19-09-01-201-015-0000 & 19-09-01-201-016-00000

#### Commonly known as: 7401-7451 183<sup>rd</sup> Street, Tinley Park, Illinois

**SECTION 4**: That a Special Use Permit for a Substantial Deviation from the approved North Creek Business Park Planned Unit Development (ORI PD, Office & Restricted Industrial, North Creek Business Park PUD) as defined in VII.B.6., with exceptions as listed in the attached <u>Exhibit 1</u> ("Listed Reviewed Plans"), to permit a 9,100 sq. ft. gas station and convenience store at 7451  $183^{rd}$  Street as listed in the attached <u>Exhibit 1</u> ("Listed Reviewed Plans"), is hereby approved subject to the following condition:

1. Any changes in drive-thru or parking demand from what was presented would require a new traffic/drive thru analysis and prior approval to ensure the on-site drive-thru stacking and parking is sufficient.

**SECTION 5**: 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 6:** That this Ordinance shall be in full force and effect from and after its adoption and approval.

**SECTION 7:** 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 3<sup>rd</sup> day of December, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 3<sup>rd</sup> day of December, 2019.

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

STATE OF ILLINOIS)COUNTY OF COOK)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-076, "AN ORDINANCE GRANTING A SPECIAL USE FOR SUBSTANTIAL DEVIATION FROM THE NORTH CREEK BUSINESS PARK PLANNED UNIT DEVELOPMENT WITH EXCEPTIONS FROM THE ZONING ORDINANCE TO ALLOW THE CONSTRUCTION OF A FOOD N FUEL AUTOMOBILE SERVICE STATION AND CONVENIENCE STORE AT 7451 183<sup>RD</sup> STREET (LENNY'S FOOD N FUEL)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 3, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 3<sup>rd</sup> day of December, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

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# PLAN COMMISSION STAFF REPORT

November 21, 2019 - Public Hearing

## Food N Fuel

7451 183<sup>rd</sup> Street



## EXECUTIVE SUMMARY

The Petitioner, Leonard McEnery on behalf of Lenny's Food N Fuel 183rd Street, LLC (Contract Purchaser), is seeking an amendment to the existing North Creek Business Park Planned Unit Development (PUD) Ordinance (Ord. 91-O-083), Special Use Permit for a Substantial Deviation from the PUD, Site Plan Approval and Final Plat of Consolidation Approval. The requests would allow for the construction of a new Food N Fuel gas station and convenience store on the property at 7451 183<sup>rd</sup> Street.

The proposed gas station site includes 18 vehicle fueling stations, three large truck fueling stations, and a 9,100 sq. ft. convenience store building. In addition to typical retail items, the convenience store building includes space for a Dunkin' Donuts with a drive-thru, a second food service vendor, and an area intended for video gaming. The facility is expected to look and operate similar to other Food N Fuel and Gas N Wash locations in the area (Food N Fuel at 19420 Harlem Ave, Tinley Park; Gas N Wash at 8810 W. 191<sup>st</sup> St, Mokena; Food N Fuel at 2560 N Cedar Rd, New Lenox, among others). No car wash or vacuums are proposed at this location. The proposal consolidates two lots closest to 183rd Street as well a small amount of property (178.27 sq. ft.) from the lot to the south. The resulting consolidated lot will be three acres in size.

The location was chosen due to high existing traffic counts, I-80 access, and need for additional gas station services beyond the existing Speedway. The North Creek PUD allows for a mix of uses that includes office, light industrial, and business. The area is home to many hotels, restaurants, stores, and other commercial uses compatible with a gas station and convenience store.

Changes to the November 7, 2019 Workshop Staff Report are indicated in Red. Renderings, Architecture, Site Plan and Landscape Plan were updated.

#### Petitioner

Leonard McEnery on behalf of Lenny's Food N Fuel 183<sup>rd</sup> Street, LLC (Contract Purchaser)

**Property Location** 

7451 183<sup>rd</sup> Street

#### PINs

19-09-01-201-015-0000, 19-09-01-201-016-0000, 19-09-01-201-025-0000

#### Zoning

ORI PD (Office & Restricted Industrial, North Creek PUD)

Urban Design Overlay District

#### **Approvals Sought**

- PUD Ordinance
   Amendment
- Special Use Permit
- Site Plan Approval
- Final Plat Approval

#### **Project Planner**

Daniel Ritter, AICP Senior Planner

## EXISTING SITE & ZONING

The subject property consists of three vacant parcels on the southeast corner of West Creek Drive and 183<sup>rd</sup> Street. The property is located to the west of the existing Hamada of Japan Restaurant (18310 North Creek Drive) and north of the subdivision's retention pond. The property is zoned Office and Restricted Industrial (ORI) and is part of the North Creek Business Park PUD. The PUD was originally approved and subdivided in 1991 (Ord. 91-O-083) with the ORI base zoning covering the full area, but permitting some specific uses more typical of the B-3 zoning district. In 1995, a portion of the area included in the PUD that was most adjacent to Harlem Avenue, was rezoned from the ORI base zoning to a B-3 (General Business) base zoning (Ord. 95-O-055). Most of the PUD has been developed and includes a mixture of office, light industrial, educational, and commercial uses. The area is a destination for many travelers due to its proximity I-80, Hollywood Casino to Amphitheater, Tinley Park Convention Center, shopping/service and variety of а The Harlem Ave/183<sup>rd</sup> St establishments.



Above: Zoning Map around subject property (indicated with stars) in the North Creek Business Park PUD (outlined in Red).

intersection has the largest concentration of hotels in the Village with a total of seven and an eighth (Holiday Inn) receiving approval from the Village Board in October 2019. There is only one gas station (Speedway) in the immediate area. All properties surrounding the subject site are in the same North Creek PUD.



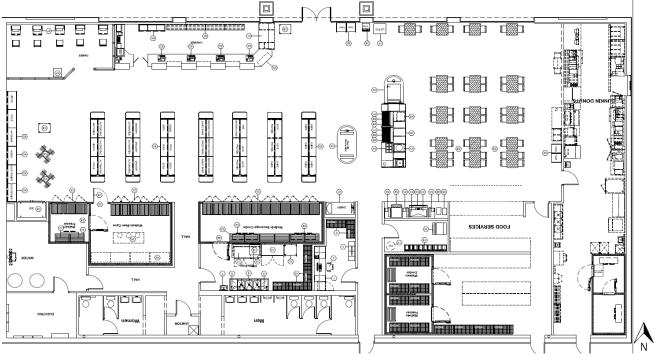
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The PUD regulations do not specifically indicate an automobile service (gas) station as a permitted use and a gas station is prohibited in the underlying ORI zoning district. However, the subject site is near to the portion of the PUD that has an underlying B-3 use and is immediately adjacent to a restaurant and a heavily traveled section of 183<sup>rd</sup> Street.

The site is also located within the Urban Design Overlay District (UDOD), which promotes walkability, lesser front yard setbacks, and a more urbanized look. Due to the inconsistencies between the intent of the UDOD and the development pattern of the existing development within the North Creek Business Park PUD, staff relied primarily on the PUD regulations to guide the review of the project. Staff has worked with the Petitioner to ensure that the spirit of the UDOD is met where possible. However, a gas station is a heavily auto-oriented use that is difficult to fit into the intent of the UDOD regulations. Despite a lack of pedestrian connectivity in the subdivision and general area, the Petitioner has planned for pedestrian connections throughout and around the site.

## PROPOSED USE

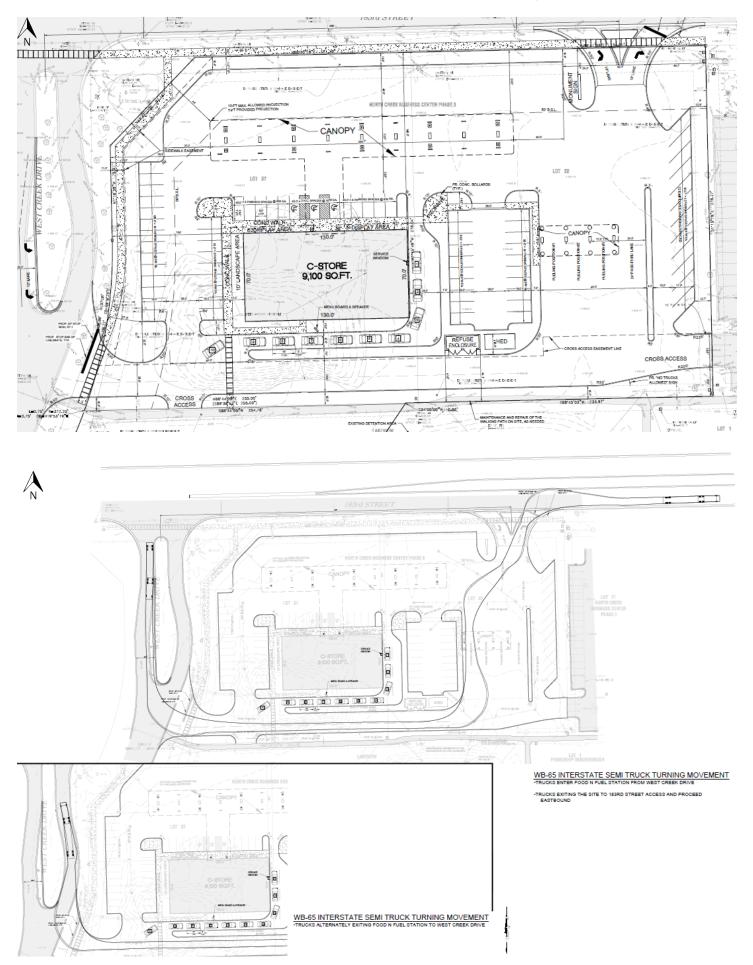
The proposed gas station site includes fueling stations for 18 vehicle and three large trucks. There will be a 9,100 sq. ft. convenience store building that sells vehicle fuel and typical retail items (food, drinks, snacks, tobacco, etc.) The convenience store building will include space for a Dunkin' Donuts with a drive-thru, a second food service vendor, and a separate area intended for video gaming. While it is not in context with a Site Plan review, the Petitioner plans to request video gaming and liquor licenses from the Village Board following site development approvals.



## SITE PLAN

The site will include the convenience store building, vehicle fueling area/canopy, truck fueling area/canopy, vehicle parking, a drive-thru lane, walkways, landscaping, a storage shed, and a dumpster enclosure. Additionally, new utilities will be provided to the building, such as watermain, sewer lines, and lighting.

Access to the site will be through two curb cuts, one on 183<sup>rd</sup> Street and one on West Creek Drive. Additionally, there will be cross-access for vehicles to the east through Hamada to North Creek Drive (existing cross-access exists on the Hamada site). The cross-access through Hamada will only be used for personal vehicles, and truck access will be prohibited. Trucks primarily access the site from West Creek Drive and exit eastbound onto 183<sup>rd</sup> Street.



The access on 183<sup>rd</sup> Street is currently proposed as a full-access. Staff does not expect that the full-access design will receive approval from Cook County Department of Transportation (CCDOT) or the Village Engineer due to safety concerns with the proximity to two other full access points. Having full access points too close together on a heavily traveled roadway can create dangerous and competing vehicles turning movements. Additionally, it is expected that a traffic signal will be installed at North Creek Drive in the future when the mental health center site is redeveloped. The traffic signal makes a full-access point even more problematic. With existing full access points already established (North Creek Drive and West Creek Drive), it is recommended a limited (right-in/right-out) access be pursued on 183<sup>rd</sup> Street. The site circulation (including truck and emergency vehicles) was designed to work even if this access point is reduced to right-in/right-out only, so no site changes will be needed. Staff recommends the plans be revised accordingly.

The plans have been revised to show right-in/right-out access along 183<sup>rd</sup> Street that is expected to be more efficient and safer for turns in and out of the site. The access will have a raised median and signage as required by Cook County DOT to ensure the right-in/right-out requirement is being followed. Full-access will still be available through West Creek Drive and North Creek Drive.

The Subdivision Code requires that any new development or redevelopment install a public sidewalk on all public frontages. While the existing sidewalk network in the area is limited, there is sidewalk running west of the site along 183<sup>rd</sup> Street. Therefore, staff recommended the Petitioner install the sidewalk instead of providing a cash-in-lieu payment. The sidewalk is the standard 6 feet wide in commercial areas and runs along both the 183<sup>rd</sup> Street and West Creek Drive frontages. The sidewalk runs onto the development site to avoid existing parkway trees and a subdivision sign for a small portion; that portion of the sidewalk has been placed in a public sidewalk easement as indicated on the plat.



## LANDSCAPE

The proposed Landscape Plan has been reviewed by the Village's Landscape Architect and finds it to be in general conformance with the Village's Landscape Ordinance with a few exceptions. The proposal requests a waiver from the north bufferyard landscaping totals due to a substantial number of parkway trees already proposed to be installed. The petitioner has indicated that additional landscaping along the 183<sup>rd</sup> Street frontage, especially trees, will block most visibility to the site, which is required to run the business successfully and for traffic visibility reasons. The Village's consultant supports the bufferyard and recognizes the area functions appropriately with the addition of parkway trees. However, there is an ability to add additional shrubs within this frontage. If additional pavement area exists, widening the bufferyard can also reduce the amount of landscaping required. The east bufferyard area has the ability to add additional landscaping and a tree in an end island that has been left as lawn. Staff recommends these few revisions be made to reduce the landscape waivers on the North and East bufferyards where possible.

The east bufferyard was revised to be in full compliance with the landscape code requirements. The north bufferyard was revised to add approximately 24 shrubs and an understory planting. Staff believes the bufferyard and parkway landscaping combination will create an attractive front landscape buffer that exceeds the neighboring property's landscaping.

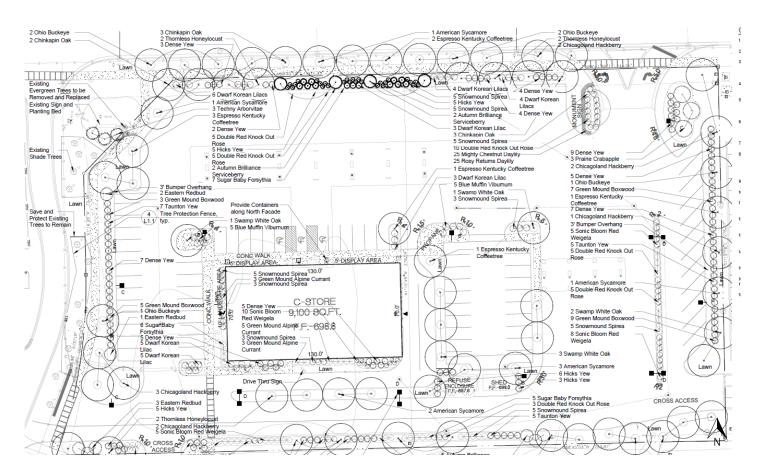
	BUFFERYARD REQUIREMENTS							
BufferyardRequiredProposedLengthRequiredProposedDeficitLocationWidthWidthLengthPlantingsPlantingsDeficit								
North			462′	23 CT	11 CT	-12 CT		
("C"	10′	10′	(excluding	10 US	10 US	- US		
Bufferyard)			entry aisle)	93 SH	64 SH	-29 SH		

The second waiver being requested is in regards to the interior parking lot landscaping. The petitioner has worked to offset these deficiencies by meeting the high density and size of landscaping required throughout the site perimeter. The landscape code is not particularly easy to comply with on a gas station property in regards to interior parking lot landscaping. The fueling area needs to remain free form obstructions and allow room for vehicle and truck movement throughout the site. Landscaping pots can be added but these are often hard to maintain hearty landscaping in throughout the year.

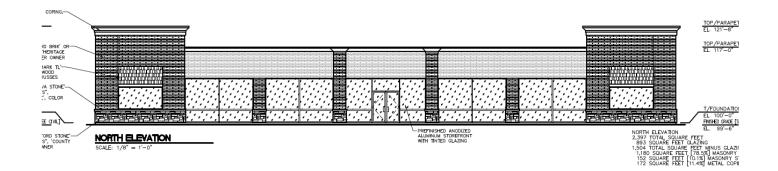
The interior landscaping shortage is a result of the gas station fueling area being counted as a parking lot. The Plan Commission agreed there was limited ability to expand this landscaping without creating vehicle safety or maintenance issues.

PARKING LOT LANDSCAPING STANDARDS					
Requirement         Provided         Deficit         Comments					
15% of parking lot area to be landscaped or 13,390 square feet	3,040 square feet	10,350 square feet	89,289 s.f. of parking lot shown on landscape plan and includes fueling area. Add shrubs to large island in the middle of the site that wraps drive thru / parking.		

The petitioner met the majority of the landscape code, yet these few deficiencies remain due to site constraints. The proposed landscaping is similar in style and design with surrounding area properties, such as Hamada, Comfort Inn & Suites, Sleep Inn, and the recently approved Holiday Inn. Below is a list of the landscaping deficiencies in the proposed plan. The species and variety of plantings are expected to increase the appeal of the property and overall area.



## ARCHITECTURE

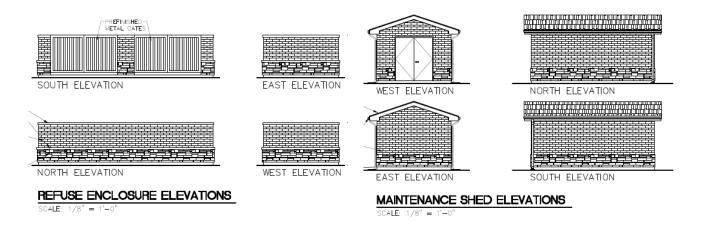


The design of the convenience store building and gas station canopy will resemble other Food N Fuel and Gas N Wash locations. The building primarily utilizes high-quality materials, including face brick (78.6% of exterior, excluding glazing) with stone around the base (14.2% of, excluding glazing). The remaining area of the building utilizes metal and EIFS for architectural treatments. The building will have a red metal coping/cornice around the top of the structure. The two fueling canopies are also proposed to be red in color. All mechanical equipment will be screened by the rooftop parapet.

The proposed structure will also have shingled canopies on the front façades. These canopies were previously placed over manual changeable copy signs on previous versions of the plan. The manual changeable copy wall signs were removed by the petitioner as they are a prohibited sign type. The signage areas were revised to include additional front façade windows.

The front façade of the convenience store building was revised to include face brick along the top of the building where there was previously EIFS. The new revision exceeds the Comprehensive Building Code's requirement for 75% face brick. This brick will be lighter in tone/color to give some contrast to the front façade.

The canopy supports, dumpster enclosure, and storage shed are proposed to be wrapped in stone and brick that matches the convenience store structure in style and design. A similar design on these accessory structures is expected to give a high-quality finished look to the site.



#### <u>RENDERINGS</u>

The renderings were revised with the changes from the staff report and Plan Commission workshop, with the exception of the brick on the front façade of the convenience store.



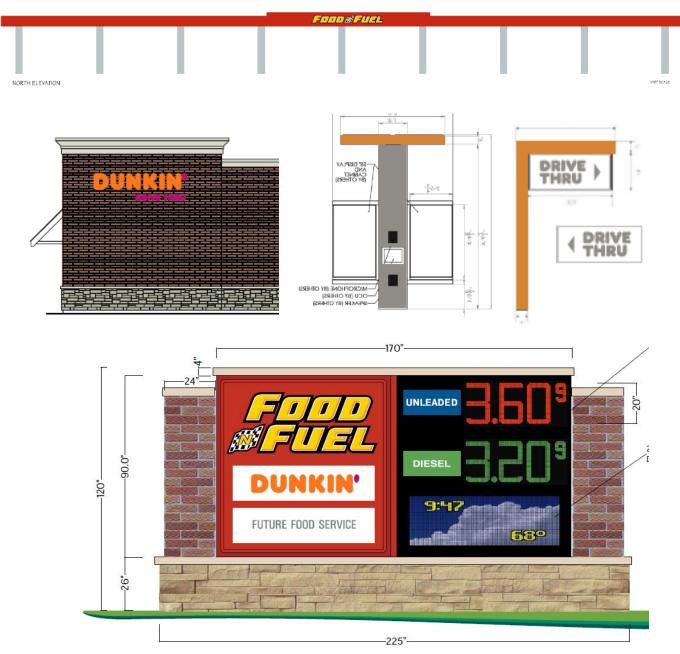


## SIGNAGE

The petitioner has proposed the following signs:

- Four wall signs (including one 15 sq. ft. interior tenant sign)
- Three gas station canopy signs
- Two directional "Trucks" canopy signs
- One Dunkin Donuts drive-thru menu board and clearance bar
- Four drive-thru directional signs (no logos)
- One monument sign

All proposed signs meet the code requirements for size, number, and location. Staff notes that Dunkin Donuts wall signs are considered the primary signage for the convenience store building and that the "Future Food Tenant" is considered an interior tenant without a separate entrance and is limited to 15 sq. ft. in size.



## PARKING

#### OVERALL PARKING

The Village Zoning ordinance provides some guidance for required parking for various uses; however, there is no specific reference for a convenience store associated with a gas station, restaurants, or video gaming. In these situations where a specific use is not listed, the Plan Commission approves the parking based on the Petitioner's proposal and professional parking study is typically required.

The site is unique due to a mix of different uses proposed to be incorporated into the convenience store building. While the parking analysis below breaks out each use individually, some of demand may include overlapping customers (for example, someone getting gas may also be buying retail items and/or doing to Dunkin Donuts. The proposed plan anticipates a need for 68 parking stalls following typical Zoning Code parking requirements based on individual uses:

- 34 parking stalls for retail use (1 space per 150 sq. ft.; 5,100 sq. ft. retail space/150 = 34).
- 17 parking stalls for dining/restaurant uses (1 space per 3 seats; 51 seats/3 = 17)
- 5 parking stalls for gaming machines (1 parking space per seat)
- 12 parking spaces for employees (1 parking space per maximum number of employees)

With 68 spaces (65 standard, 3 accessible) supplied based on the proposed plans, the parking requirements would meet the Zoning Code's minimum. Additionally, there are 18 vehicle fueling stations and 4 truck fueling stations. Staff believes 68 spaces will be more than sufficient due to the unique mix of uses on the site and that many of the uses will share customers. Also, the nature of the business results in high turnover with limited long-stay parking needs (in contrast to typical retail stores) outside of the employees. Minimum parking requirements are an imperfect science and can often require too much parking to being installed. "Over parking" can result in smaller structures, less landscaping, negative environmental effects, and higher development costs.

While it is a unique use, there are other existing Food N Fuel and Gas N Wash locations that can be useful to compare the site to. During the annexation of the Food N Fuel on Harlem Ave, Village staff conducted informal parking counts at that location. Below in Table 1 are the vehicle counts for the 52 existing parking spaces, while table 2 indicates the number of trucks at Food N Fuel on Harlem Ave in Tinley Park.

Table 1		
3.16	Noon	12
3.19	10:00 AM	12
3.19	0:00	6
3.19	8:47 PM	13
3.2	8:02 AM	9
3.2	9:25 PM	11
3.20	10:00 AM	17
3.21	7:45 AM	13
3.21	10:00 AM	18
3.22	7:25 AM	15
3.22	8:34 PM	10
3.22	10:00 AM	14
3.23	7:50 AM	9
3.23	1:30 PM	17
3.26	8:00 AM	13
3.26	11:00 AM	16
3.27	11:20 AM	17
3.27	8:55 AM	11
3.27	6:50 PM	8
3.28	7:35 AM	11
3.28	5:52 PM	10
3.29	7:15 AM	16

Table 2					
# Trucks	Comment				
1	PARKED				
0					
2	1 GETTING GAS				
1	PARKED				
1	PERSON SITTIN	G IN TRUCK			
2	GETTING GAS				
0					
2					
2	1 IDLING, 1 IN C	AR AREA- COULD	N'T HEAR I	DLING AT H	HOUSE
4	2 fueling , 1 wa	iting to fuel, 1 pa	rked with <sub>l</sub>	person insi	de idling
0					
2	fueling				
1	fueling				
2	fueling				

For comparison, staff also visited the Gas N Wash on 191<sup>st</sup> in Mokena and collected some informal parking counts shown in Table 3 Below.

Table 3			
		Parking Count in parking	
Day	Time	stalls only	Video gaming
3.16	10:30 AM		3
3.19	10:30AM	15	3
3.20	10:30 AM	20	5
3.21	10:30 AM	20	5
3.22	10:30 AM	14	2
3.23	10:30 AM	12	2
3.26	10:30 AM	13	5
3.27	8:15 AM	20	5
3.27	10:30 AM	12	1

The proposed site has a total of 68 parking stalls, which exceeds the total number of parking stalls at the two nearby location: Harlem Avenue Food N Fuel has 52 and the 191<sup>st</sup> Street Mokena Gas N Wash has 45. While the subject site's location may be busier for fueling services, it also will not have car wash service that is available at the other two locations that are noted. It is important to note that the nearby Speedway gas station has approximately 45 parking spaces and 16 fueling stations. Based on these surrounding area locations and proposed parking, it appears there is sufficient parking for vehicles and trucks proposed on the subject site.

#### DRIVE-THRU

The Zoning Code does not have specific requirements in regards to drive-thru stacking, and each case is determined through Site Plan Review. The Dunkin Donuts drive-thru is proposed to have stacking availability for ten vehicles (six prior to the order board and four after). This exceeds the stacking at the majority of other Gas N Wash and Food N Fuel locations that have Dunkin Donuts, which typically have eight vehicles stacking spaces. Due to the unique nature of these being attached to a Gas Station/Convenience Store, staff has requested additional information and counts on vehicle stacking at the drive-thru. The updated drive-thru information is expected to be presented at the workshop meeting.

The updated traffic analysis appears to show adequate queuing/stacking compared to surrounding area locations. An additional two stacking spaces are proposed compared to most other locations. The specific location of the drive-thru sign can be determined with the building permit if additional menu-board stacking is needed.

#### <u>OVERALL</u>

An initial parking study and turning templates were supplied by the Petitioner's consultant (KLOA). However, staff requested additional data and information be included in the analysis specific to the drive-thru and truck traffic. Updated turning templates and a traffic/parking analysis is forthcoming and expected to be available and presented at the workshop meeting.

A revised traffic and parking analysis was submitted from the Petitioner's traffic consultant (KLOA) that includes additional counts from nearby locations, truck traffic demand/access information, and drive-thru staking details. The report indicates while some truck traffic may enter the site from I-80, it is not expected to be heavy or noticeable in terms of changes to traffic. Two to three trucks per hour are expected to be on-site to refuel. Some may stay at the location but the majority will leave the site after fueling. Three fueling stations are proposed to handle trucks.

In response to the Commission's question about a potential traffic light nearby, the Village Engineer indicated that the likely placement of a traffic light would be at West Creek Drive due to alignment to the vacant TPMHC property to the north and distance from the existing traffic light at 183<sup>rd</sup> Street and Harlem Avenue. Previous reviews noted that the existing traffic counts and queuing times coming out of the subdivision did not warrant a signal yet according to Cook County DOT standards. Since that time one hotel has been constructed, a second hotel is

expected to be completed next year, a gas station/convenience store has been proposed, and development proposals were submitted for the TPMHC property. The review, approval, and installation does take time but the Village Engineer plans to reach out to Cook County DOT and request this location be reviewed and budgeted for.

## LIGHTING

A new lighting ordinance was recently recommended for approval by the Plan Commission and adopted in September 2019. The lighting plan for the proposed development complies with the new lighting standards in respect to fixture type, illumination intensity, and light intensity at the property lines.

The Petitioner has provided a Photometric Plan that provides lighting via 11 LED light poles, 46 LED canopy fixtures, and two LED wall mount fixtures throughout the site. The Photometric Plan indicates light spillage of less than one foot candle the roadway and property lines. All light fixtures are full cut-off and downcast to prevent glare on adjacent properties and roadways.



## SPECIAL APPROVALS NEEDED

#### PUD Ordinance Amendment

The original PUD Special Use (Ord. 91-O-083) indicated a number of additional permitted uses, more typical of B-3 zoning district (hotels, theaters, clubs, daycares, banks, etc.) to be included in the PUD in addition to the ORI zoning uses permitted by the underlying district. In 1995, a portion of the area included in the PUD (adjacent to Harlem Avenue) was changed from the ORI base zoning to General Business (B-3) base zoning (Ord. 95-O-055). This allowed B-3 uses in that area but did not change the uses on the ORI areas.

The proposed amendment adds an "automobile service station with a convenience store" to the list of permitted uses but only on the subject property. By limiting it to the subject property, it prevents any other sites within the

PUD from developing a gas station where it might be less appropriate. All other PUD regulations will stay intact in regards to development requirements and permitted uses.



The 183<sup>rd</sup> Street and Harlem Ave corridors are heavy commercial-oriented corridors. Commercial uses currently stretch from Speedway at the southwest corner of Harlem Ave & 183<sup>rd</sup> Street to the Hamada restaurant that is to the east of the subject site. The access and visibility on 183<sup>rd</sup> Street are advantages that make the site plausible for commercial-type uses, including a gas station and convenience store. The intersection and area has shown demand for another gas station nearby with Speedway being among the busiest in the nation and often difficult to find available pumps due to the demand. The subject site is the most likely site to be developed as a gas station in the area due to it being undeveloped and the location being in Will County (seen as a significant advantage in regards to cigarette and sales tax).

#### Special Use Permit for a Substantial Deviation

The Petitioner is requesting a Special Use Permit for a Substantial Deviation from the PUD. Deviations from Village's Zoning Ordinance are considered Exceptions rather than Variations when located within a PUD and do not require the standard Findings of Fact as required with a Variation. Alternatively, Exceptions are looked at in terms of their conformance to their overall PUD's design and goals. The Urban Design Overlay District (UDOD) standards help promote a more urban and walkable environment by influencing things like building placement, parking placement, pedestrian connections, limited curb cuts, and cross-access. However, the auto-oriented nature of a Gas Station makes meeting many of the requirements difficult. The North Creek PUD was designed prior to the approval of the Urban Design Overlay District (UDOD). Due to the unique nature of the site and the existing development patterns within the PUD, the exceptions retain the character and previously set design of the PUD.

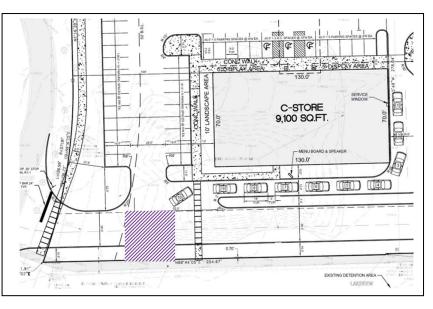
Below are the specific Exceptions and Deviations being requested as part of the Special Use:

- 1. Exceptions from the Urban Design Overlay District (Section V)
  - a. Increased front yard setback (140.5' proposed)
  - b. Allow parking in the front yard
  - c. Maximum of one curb cut per site (two proposed)
- 2. Deviations from the PUD Requirements and Sign Regulations (Section IX)
  - a. Allow parking in the front and side yards
  - b. Changes to the approved lots as indicated in the Final Plat of Subdivision

The parking and fueling area is proposed to be placed in the front yard of the site compared to the UDOD regulations that require it be placed in the rear of the building. While the site was designed to safely accommodate

pedestrians coming to and from the site with the inclusion of a public and private walkway system, the fueling area is proposed to be in the front of the building. The design is typical of gas stations, which primarily serve vehicles. Many existing developments in the PUD have included at least some parking in the front yards, including the nearby Hamada Restaurant and Holiday Inn sites.

Cross-access was designed and is proposed to Hamada restaurant to the east. However, the vacant lot to the south is separated by a previously planned and developed walking path that connects throughout the subdivision and limits the ability to place a drive aisle through it. Previous concept plans also did not anticipate cross-access connections from the lots along 183<sup>rd</sup> Street to the more southern properties. Placing across-access easement on the plat is possible to allow a future connection to the depending on south the use and development type (see the potential location of easement in purple on image to the right). The maximum of one curb cut is also



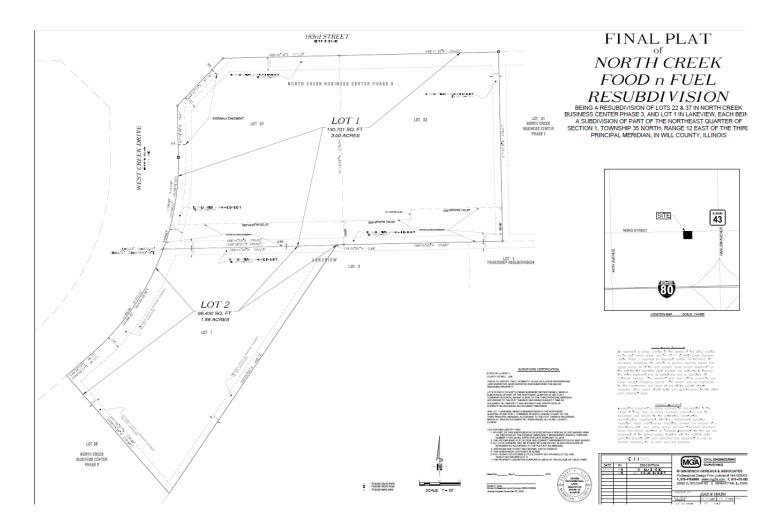
not feasible on most gas stations due to the turning radius of fuel and semi-trucks. The additional curb cut is needed for proper vehicle and emergency vehicle circulation.

Additional cross-access was added to the Plat of Subdivision for a potential future department to the south. Whether this cross-access connection is utilized can be determined through site plan review when that development is proposed.

With the proposed perimeter landscape buffering and proposed pedestrian connections, staff is confident the proposed site plan meets the integrity of the PUD and UDOD. While there are a variety of site plan configurations in the PUD and the specific layouts are more of are a reflection of the lot configuration (lot shape and width) and locations near major roadways, then strict compliance with the PUD regulations.

#### Final Plat of Subdivision Approval

The proposed Plat of Subdivision will consolidate two existing lots along 183<sup>rd</sup> Street. The proposed consolidated lot will also include a small portion (178.27 sq. ft.) of the lot to the south that will make the resulting lot a total of 3 acres in size. Existing drainage and utility easements will remain on the property. Easements for the public sidewalk and cross-access to east and south have been included in the Final Plat.



Section X.J.5. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission. The Plan Commission is encouraged to consider these standards (listed below) when analyzing a Special Use request. Staff will provide draft Findings in the Staff Report for the Public Hearing.

<u>X.J.5. Standards</u>: No Special Use shall be recommended by the Plan Commission unless said Commission shall find:

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
  - The Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare because the proposed project will encompass the development of an automobile service (gas) station and convenience store that will service for visitors and residents of the community. The project will be constructed meeting current Village building codes and compliment surrounding businesses and properties.
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
  - The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood because the proposed project will develop land that is currently vacant and provide services for visitors and residents of the community. The site will be well-landscaped and the building will be constructed with quality materials. This proposed use is similar and compatible with existing nearby uses.
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
  - The Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district because the majority of the property within this area has already been developed. Landscape buffers and cross-access has been supplied for the vacant property to the south.
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
  - The proposed plans provide evidence of existing utilities, access roads, and drainage and show proposed plans for necessary modifications to existing utilities, access roads, and drainage to be accommodated on the Food N Fuel site. Drainage has been accounted for within the existing subdivision pond to the southwest of the proposed site.
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
  - The proposed plans include site access by utilizing two curb cuts on 183<sup>rd</sup> Street and West Creek Drive that allow for ingress/egress to the site and efficient site circulation. Cross-access for passenger vehicles is also provided by a cross-access easement to the east through the neighboring property that connects to North Creek Drive. Cross-access is also supplied to the vacant lot to the south for possible future cross-access as well. The site incorporates proposed public and private walkways for safe pedestrian travel to and from the site.
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to

ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.

- The Special Use conforms to all other applicable regulations of the Planned Unit Development and the Village's ordinances and codes. This Special Use Permit is necessary to allow the deviation from the North Creek Business Park Planned Unit Development and allowing for exceptions from the Urban Design Overlay District to the front yard setback, location of parking, and the maximum of one curb cut. These exceptions are consistent with other properties within the North Creek Business Park and the intent of the regulations are met where possible.
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
  - The proposed Food N Fuel project will contribute directly to the economic development of the community by providing fuel, retail, and food services to visitors, providing additional jobs, and providing additional property and sales tax revenue where the existing vacant property is generating minimal tax revenue.

#### STANDARDS FOR SITE PLAN APPROVAL

Section III.T.2. of the Zoning Ordinance requires that Planning Staff must find that the conditions listed below must be met. Staff will prepare draft responses for these conditions within the next Staff Report.

- a. That the proposed Use is a Permitted Use in the district in which the property is located.
- b. That the proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses.
- c. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient, and convenient movement of traffic, not only within the site but on adjacent roadways as well.
- d. That the Site Plan provides for the safe movement of pedestrians within the site.
- e. That there is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses and will provide a pleasing appearance to the public; any part of the Site Plan area not used for buildings, structures, parking, or access-ways shall be landscaped with a mixture of grass, trees, and shrubs.
- f. That all outdoor trash storage areas are adequately screened.

## MOTIONS TO CONSIDER

If the Plan Commission wishes to take action on the Petitioner's requests, the appropriate wording of the motions are listed below. The protocol for the writing of a motion is to write it in the affirmative so that a positive or negative recommendation correlates to the Petitioner's proposal. By making a motion, it does not indicate a specific recommendation in support or against the plan.

#### Motion 1 (Site Plan):

"...make a motion to grant the Petitioner, Lenny's Food N Fuel 183rd Street LLC, Site Plan Approval to construct an automobile service (gas) station and a 9,100 sq. ft. convenience store building at 7451 183<sup>rd</sup> Street in the ORI PD (Office & Restricted Industrial, North Creek Business Park PUD) Zoning District, in accordance with the plans submitted and listed herein and subject to the following conditions:

- 1. Any changes in drive-thru or parking demand from what was presented would require a new traffic/drivethru analysis and prior approval to ensure the on-site drive-thru stacking and parking is sufficient.
- 2. Site Plan approval is subject to final engineering review and approval.
- 3. Site Plan approval is subject to approval of the PUD Ordinance Amendment, Special Use for a Substantial Deviation with the PUD, and Final Plat approval."

[any conditions that the Commission would like to add]

#### Motion 2 (PUD/Special Use Ordinance Amendment):

"...make a motion to recommend that the Village Board amend Section 4-A. in Ordinance 91-O-083 (Special Use for North Creek Business Park PUD) at the request of Lenny's Food N Fuel 183rd Street LLC to permit an "automobile service (gas) station with a convenience store" as a permitted use on Lot 1 of the North Creek Food N Fuel Resubdivision."

#### Motion 3 (Special Use for Substantial Deviation):

"...make a motion to recommend that the Village Board grant a Special Use Permit for a Substantial Deviation from the North Creek Business Park PUD and Exceptions from the Zoning Ordinance (including reduced front yard setback, parking location and number of curb cuts) to the Petitioner, Lenny's Food N Fuel 183rd Street LLC, to permit an automobile service (gas) station and a 9,100 sq. ft. convenience store on the property located at 7451 183<sup>rd</sup> Street in the ORI PD (Office & Restricted Industrial, North Creek Business Park PUD) Zoning District, in accordance with the plans submitted and listed herein and adopt Findings of Fact as proposed by Village Staff in the Staff Report, subject to the following condition:

1. Any changes in drive-thru or parking demand from what was presented would require a new traffic/drivethru analysis and prior approval to ensure the on-site drive-thru stacking and parking is sufficient."

[any conditions that the Commission would like to add]

#### Motion 4 (Final Plat):

"...make a motion to recommend that the Village Board grant approval to the Petitioner, Lenny's Food N Fuel 183rd Street LLC Final Plat Approval for North Creek Food N Fuel Resubdivision in accordance with the Final Plat submitted and listed herein, subject to the following condition:

1. The Final Plat approval is subject to Final Engineering approval by the Village Engineer."

[any conditions that the Commissioners would like to add]

## LIST OF REVIEWED PLANS

Submitted Sheet Name	Prepared By	Date On Sheet
Alta/NSPS Land Title Survey (Lot 22 and Lot 37)	McBride	10-03-19
Plat of Survey (Lot 1)	MGA	N/A
Final Plat of North Creek Food n Fuel Resubdivision	MGA	11-11-19
Preliminary Site Plan	MGA	11-11-19
Preliminary Engineering Plan	MGA	11-11-19
Building Elevations (Brick Added)	ARSA	11-14-19
Floor Plan	PES	N/A
Color/3D Renderings (Unrevised)	ARSA	11-8-19
Landscape Plan	Upland	11-13-19
Storefront and Exterior Signage Plans	VB	9-4-19
Lighting Plan	LSI	8-15-19
Lighting Fixture Specs	LSI	N/A
Parking and Traffic Evaluation	KLOA	11-12-19
Truck, Fueling, and Fire Engine Turning Templates	MGA	11-11-19

McBridge = McBride Engineering

MGA = M Gingerich Gereaux & Associates (Civil Engineering & Surveying)

ARSA = Alan R Schneider Architects P.C.

PES = PES Design Group

Upland = Upland Design (Landscape Architects)

VB = VanBruggen Signs

LSI = LSI Industries Inc (Lighting)

KLOA = Kenig, Lindgren, O'Hara, Aboona, Inc (KLOA; Traffic/Transportation Consultants)

#### TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

#### FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

#### SUBJECT: MINUTES OF THE NOVEMBER 21, 2019 REGULAR MEETING

#### Item #1 PUBLIC HEARING: LENNY'S FOOD N FUEL 183RD STREET, LLC, 7451 183<sup>rd</sup> Street

Consider a request to recommend that the Village Board grant Leonard McEnery on behalf of Lenny's Food N Fuel 183rd Street, LLC (Contract Purchaser) an amendment to the North Creek Business Park Planned Unit Development Ordinance (Ord. 91-O-083) to permit an automobile service (gas) station with a convenience store to be a permitted use on the subject property. Additionally, to grant a Special Use Permit for a Substantial Deviation with exceptions from the Zoning Ordnance for the property located at 7401 - 7451 183<sup>rd</sup> Street in the ORI PUD (Office and Restricted Industrial, North Creek Business Park PUD) zoning district. Site Plan and Final Plat approval will also be considered as well.

Present were the following:

Plan Commissioners:	Garrett Gray, Chairman Curt Fielder James Gaskill MaryAnn Aitchison Stephen Vick Tim Stanton
Absent Plan Commissioner(s):	Eduardo Mani Lucas Engel Angela Gatto
Guests:	Leonard McEnery, Petitioner Lyman Tieman, Attorney Michael Werthmann, Traffic Consultant, KLOA

A Motion was made by COMMISSIONER STANTON, seconded by COMMISSIONER VICK, to open the Public Hearing for Lenny's Food N Fuel 183<sup>rd</sup> Street, LLC. The Motion was approved by voice call. CHAIRMAN GRAY declared the Motion approved.

CHAIRMAN GRAY noted that Village Staff provided confirmation that appropriate notice regarding the Public Hearing was published in the local newspaper in accordance with State law and Village requirements.

CHAIRMAN GRAY requested anyone present in the audience, who wished to give testimony, comment, engage in crossexamination or ask questions during the Hearing stand and be sworn in.

Dan Ritter, Senior Planner gave a presentation as noted in the Staff Report. The Petitioner, Leonard McEnery on behalf of Lenny's Food N Fuel, 183<sup>rd</sup> Street, LLC is seeking an amendment to the existing North Creek Business Park Planned Unit Development, Special Use Permit for a Substantial Deviation from the PUD, Site Plan Approval and Final Plat of Consolidation Approval. The requests would allow for the construction of a new Food N Fuel gas station and convenience store on the property at 7451 183<sup>rd</sup> Street.

The property is zoned ORI (Office and Restricted Industrial) as part of the North Creek Business Park PUD. The PUD was originally approved and subdivided in 1991 with the ORI base zoning covering the full area with some commercial-oriented

Minutes of the Village of Tinley Park Plan Commission November 21, 2019

use like hotels, restaurants, and daycares. In 1995, the PUD came back and a portion of the area included in the PUD that was most adjacent to Harlem Avenue was rezoned from the ORI base zoning to a B-3 (General Business) base zoning. Most of the PUD has been developed and includes a mixture of office, light industrial, educational, and commercial uses. This area has the area near I-80, Hollywood Casino Amphitheater Tinley Park Convention Center and a variety of shopping/service establishments. There is one existing gas station on the corner of Harlem and 183<sup>rd</sup>. All properties surrounding the subject site are in the same North Creek PUD.

This site is also located in the Urban Design Overlay District (UDOD), which promotes walkability, lesser front yard setbacks with parking in the back, and a more urbanized look. The PUD does not specifically mention automobile or gas stations as permitted uses. They are prohibited under the ORI zoning district, however, with this being in a PUD an amendment is possible to add in automobile/service stations as permitted. There is also Speedway in this area on the southwest corner of 183<sup>rd</sup> and Harlem in the area zoned B-3.

This is a 3-acre site. The property consists of two vacant parcels and a sliver of a third parcel on the southeast corner of West Creek Drive and 183<sup>rd</sup> Street. This site was chosen in Will County due to the high traffic counts, I-80 access, and it is one of the last sites available for a gas station. The property located to the east is Hamada of Japan Restaurant and north of the subdivision's retention pond. To the southeast is the site where the new Holiday Inn will be built. The property is zoned Office and Restricted Industrial (ORI) and is part of the North Creek Business Park PUD.

There will be a 9,100 sq. ft. convenience store building that sells vehicle fuel and typical retail items. There will also be a Dunkin Donuts with a drive-thru, a second food service vendor, and a separate area intended for video gaming. On the exterior, the site includes fueling stations for 18 vehicles and three large trucks. This will be similar to other Gas N Wash stations in the area. Recently there was a station annexed on Harlem Avenue that is a Food N Fuel with a car wash. There is also a Gas N Wash on 191<sup>st</sup> in Mokena. This proposed station will function similarly without a car wash.

The overall site will include the convenience store building, vehicle fueling area/canopy, truck fueling area/canopy, vehicle parking, a drive-thru lane, walkways, landscaping, a storage shed, and a dumpster enclosure. Additionally, new utilities will be provided to the building, such as water main, sewer lines, and lighting.

Access to the site will be right-in/right-out along 183rd Street. The access will have a raised median and signage as required by Cook County IDOT to ensure the right-in/right-out requirement is being followed. Full-access will still be available through West Creek Drive and North Creek Drive. The subdivision code requires that sidewalks are installed into any new developments that are proposed. The Petitioner will install sidewalks along both 183<sup>rd</sup> Street and West Creek Drive frontages.

A parking and traffic study was done by KLOA and is included in the packet. There are 68 parking stalls proposed on the site. This site is unique due to the mix of different uses proposed to be incorporated in the convenience store. Some of the demand may include overlapping customers. Someone getting gas may also purchase retail items and/or go to Dunkin Donuts. The proposed plan anticipates a need for 68 parking stalls following typical Zoning code parking requirements based on individual use.

- 34 parking stalls for retail use (1 space per 150 sq. ft.; 5,100 sq. ft. retail space/150 = 34).
- 17 parking stalls for dining/restaurant uses (1 space per 3 seats; 51 seats/3 = 17)
- 5 parking stalls for gaming machines (1 parking space per seat)
- 12 parking spaces for employees (1 parking space per maximum number of employees)

With 68 spaces (65 standard, 3 accessible) supplied based on the proposed plans, the parking requirements would meet the Zoning Code's minimum. Staff believes 68 spaces will be sufficient due to the unique mix of uses on the site. The drive-thru has availability for ten vehicles. This exceeds the stacking at the majority of other Gas N Wash and Food N Fuel locations that have Dunkin Donuts which typically have eight. The menu board location will be determined.

The east bufferyard was revised to be in full compliance with the landscape code requirements. The north bufferyard shortage was revised to add approximately 14 shrubs and an understory planting. Staff believes the bufferyard and parkway landscaping combination will create an attractive front landscape buffer that exceeds the neighboring property's landscaping.

		E	BUFFERYARD REQ	UIREMENTS		
Bufferyard Location	Required Width	Proposed Width	Length	Required Plantings	Proposed Plantings	Deficit
North			462′	23 CT	11 CT	-12 CT
("C"	10′	10′	(excluding	10 US	10 US	- US
Bufferyard)			entry aisle)	93 SH	64 SH	-29 SH

The interior landscaping shortage is a result of the gas station fueling area being counted as a parking lot. The Plan Commission agreed there was limited ability to expand this landscaping without creating vehicle safety or maintenance issues.

PARKING LOT LANDSCAPING STANDARDS						
Requirement	Provided	Deficit	Comments			
15% of parking lot area to be landscaped or 13,390 square feet	3,040 square feet	10,350 square feet	89,289 s.f. of parking lot shown on landscape plan and includes fueling area. Add shrubs to large island in the middle of the site that wraps drive thru / parking.			

Mr. Ritter displayed renderings of the structures. The architecture is fairly simple on the building. It will be similar to the other Gas N Fuel stations. The front facade of the convenience store building was revised to include face brick (78.6% of exterior, excluding glazing) along the top of the building where there was previously EIFS with stone around the base (14.2% excluding glazing). The new revision exceeds the Comprehensive Building code's requirement for 75% face brick. This brick will be lighter in tone/color to give some contrast to the front façade. The building will have a red metal coping/cornice around the top of the structure. The two fueling canopies are also proposed to be red in color. All mechanical equipment will be screened by the rooftop parapet. There will be matching enclosures and maintenance shed on site.

There will be shingled canopies on the front facades. These canopies were previously placed over manual changeable copy signs on previous versions of the plan. The manual changeable copy wall signs were removed as they are a prohibited sign type. The signage areas were revised to include additional front façade windows.

All proposed signs meet the code requirements for size, number, and location.

The petitioner has proposed the following signs:

- Four wall signs (including one 15 sq. ft. interior tenant sign)
- Three gas station canopy signs
- Two directional "Trucks" canopy signs
- One Dunkin Donuts drive-thru menu board and clearance bar
- Four drive-thru directional signs (no logos)
- One monument sign 10' ft. tall

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The lighting plan for the proposed development complies with the new lighting standards for fixture type, illumination intensity, and light intensity at the property lines.

The Petitioner has provided a Photometric Plan that indicates light spillage of less than one foot candle at the roadway and property lines. All light fixtures are full cut-off and downcast to prevent glare on adjacent properties and roadways.

Special approvals needed are:

#### PUD Ordinance Amendment

As noted in the Staff Report this will amend the 1991 Ordinance. The proposed amendment adds an "automobile service station with a convenience store to the list of permitted uses but only on the subject property.

#### Special Use Permit for a Substantial Deviation

As noted in the Staff Report deviations from the Village Zoning Ordinance are considered Exceptions rather than Variations when located within a PUD and o not require the standard Findings of Fact as required with a Variation. Alternatively Exceptions are looked at in terms of their conformance to their overall PUD's design and goals.

Below are the specific Exceptions and Deviations being requested as part of the Special Use:

- 1. Exceptions from the Urban Design Overlay District (Section V)
  - a. Increased front yard setback (140.5' proposed)
  - b. Allow parking in the front yard
  - c. Maximum of one curb cut per site (two proposed)
  - d. Required cross-access to adjacent properties (no cross-access to the south)
- 2. Deviations from the PUD Requirements and Sign Regulations (Section IX)
  - a. Allow parking in the front and side yards
  - b. Changes to the approved lots as indicated in the Final Plat of Subdivision

Additional cross-access was added to the Plat of Subdivision for a potential future department to the south. Whether this cross-access connection is utilized can be determined through site plan review when that development is proposed.

#### Final Plat of Resubdivision

The proposed Plat of Subdivision will consolidate two existing lots along 183<sup>rd</sup> Street. The proposed consolidated lot will also include a small portion (178.27 sq. ft.) of the lot to the south that will make the resulting lot a total of 3 acres in size. Existing drainage and utility easements will remain on the property. Easements for the public sidewalk and cross/access to east and south have been included in the Final Plat.

The last thing that was discussed at the Workshop was the addition of a traffic light on the corner of 183<sup>rd</sup> St. and either West Creek Drive or North Creek Drive. Staff has talked with the County and the State and it has not been considered due to the traffic count. With the addition of the hotels and the gas station, the Engineer will speak with them again to try and get the traffic light at this location. A study will be done to see if it meets the standards.

CHAIRMAN GRAY asked the Commissioners if they had comments or questions.

COMMISSIONER STANTON noted this a great thing for Tinley Park. All other Commissioners agreed.

CHAIRMAN GRAY inquired about the traffic within the gas station. He noted that it could be difficult with the flow in the interior of the station. There is a busy traffic issue at the Speedway on the corner of 183<sup>rd</sup> Street and Harlem Avenue. Also, there is an issue with the sidewalk crossing the access.

Michael Werthmann, KLOA Traffic Coordinator replied this area is a lot like the station at Rt.6 and Cedar and there is no problem there. Most people will be entering in the full-access rather than the right-in access. The crosswalk is common to cross the access. Most drivers are aware of the crosswalk. The site lines are clear.

Mr. Ritter noted there will be raised medians in this area and the sites islands and curbing will help the direct traffic flow and slow people down.

CHAIRMAN GRAY asked the Petitioner if he would like to speak.

Lyman Tieman, Attorney noted he believes they have covered everything that was brought up at the Workshop.

CHAIRMAN GRAY asked for comments from the public.

A Motion was made by COMMISSIONER STANTON, seconded by COMMISSIONER GASKILL, to close the Public Hearing for Lenny's Food N Fuel 183<sup>rd</sup> Street, LLC. The Motion was approved by voice call. CHAIRMAN GRAY declared the Motion approved.

Mr. Ritter went through the Standards for Special Use:

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
  - The Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare because the proposed project will encompass the development of an automobile service (gas) station and convenience store that will service for visitors and residents of the community. The project will be constructed meeting current Village building codes and compliment surrounding businesses and properties.
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
  - The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood because the proposed project will develop land that is currently vacant and provide services for visitors and residents of the community. The site will be well-landscaped and the building will be constructed with quality materials. This proposed use is similar and compatible with existing nearby uses.
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
  - The Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district because the majority of the property within this area has already been developed. Landscape buffers and cross-access has been supplied for the vacant property to the south.
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;

- The proposed plans provide evidence of existing utilities, access roads, and drainage and show proposed plans for necessary modifications to existing utilities, access roads, and drainage to be accommodated on the Food N Fuel site. Drainage has been accounted for within the existing subdivision pond to the southwest of the proposed site.
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
  - The proposed plans include site access by utilizing two curb cuts on 183<sup>rd</sup> Street and West Creek Drive that allow for ingress/egress to the site and efficient site circulation. Cross-access for passenger vehicles is also provided by a cross-access easement to the east through the neighboring property that connects to North Creek Drive. Cross-access is also supplied to the vacant lot to the south for possible future cross-access as well. The site incorporates proposed public and private walkways for safe pedestrian travel to and from the site.
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.
  - The Special Use conforms to all other applicable regulations of the Planned Unit Development and the Village's ordinances and codes. This Special Use Permit is necessary to allow the deviation from the North Creek Business Park Planned Unit Development and allowing for exceptions from the Urban Design Overlay District to the front yard setback, location of parking, and the maximum of one curb cut. These exceptions are consistent with other properties within the North Creek Business Park and the intent of the regulations are met where possible.
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
  - The proposed Food N Fuel project will contribute directly to the economic development of the community by providing fuel, retail, and food services to visitors, providing additional jobs, and providing additional property and sales tax revenue where the existing vacant property is generating minimal tax revenue.

Standards for Site Plan Approval:

- a. That the proposed Use is a Permitted Use in the district in which the property is located.
- b. That the proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses.
- c. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient, and convenient movement of traffic, not only within the site but on adjacent roadways as well.
- d. That the Site Plan provides for the safe movement of pedestrians within the site.
- e. That there is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses and will

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provide a pleasing appearance to the public; any part of the Site Plan area not used for buildings, structures, parking, or access-ways shall be landscaped with a mixture of grass, trees, and shrubs.

f. That all outdoor trash storage areas are adequately screened.

CHAIRMAN GRAY asked for Motions.

#### Motion 1 (Site Plan)

A Motion was made by COMMISSIONER FIELDER, seconded by COMMISSIONER GASKILL to recommend the Village Board grant the Petitioner, Lenny's Food N Fuel 183rd Street LLC, Site Plan Approval to construct an automobile service (gas) station and a 9,100 sq. ft. convenience store building at 7451 183<sup>rd</sup> Street in the ORI PD (Office & Restricted Industrial, North Creek Business Park PUD) Zoning District, in accordance with the plans submitted and listed herein and subject to the following conditions:

- 1. Any changes in drive-thru or parking demand from what was presented would require a new traffic/drivethru analysis and prior approval to ensure the on-site drive-thru stacking and parking is sufficient.
- 2. Site Plan approval is subject to final engineering review and approval.
- 3. Site Plan approval is subject to approval of the PUD Ordinance Amendment, Special Use for a Substantial Deviation with the PUD, and Final Plat approval.

#### AYES: STANTON, FIELDER, GASKILL, AITCHISON, VICK & CHAIRMAN GRAY

#### NAYS: NONE

CHAIRMAN GRAY declared the Motion unanimously approved by Roll Call

#### Motion 2 (PUD/Special Use Ordinance Amendments):

A Motion was made by COMMISSIONER STANTON, seconded by COMMISSIONER AITCHISON to recommend the Village Board amend Section 4-A. in Ordinance 91-O-083 (Special Use for North Creek Business Park PUD) at the request of Lenny's Food N Fuel 183rd Street LLC to permit an "automobile service (gas) station with a convenience store" as a permitted use on Lot 1 of the North Creek Food N Fuel Resubdivision.

#### AYES: STANTON, FIELDER, GASKILL, AITCHISON, VICK & CHAIRMAN GRAY

NAYS: NONE

### CHAIRMAN GRAY declared the Motion unanimously approved by Roll Call**Motion 3 (Special Use for Substantial Deviation):**

A Motion was made by COMMISSIONER FIELDER, seconded by COMMISSIONER VICK to recommend that the Village Board grant a Special Use Permit for a Substantial Deviation from the North Creek Business Park PUD and Exceptions from the Zoning Ordinance (including reduced front yard setback, parking location and number of curb cuts) to the Petitioner, Lenny's Food N Fuel 183rd Street LLC, to permit an automobile service (gas) station and a 9,100 sq. ft. convenience store on the property located at 7451 183<sup>rd</sup> Street in the ORI PD (Office & Restricted Industrial, North Creek Business Park PUD) Zoning District, in accordance with the plans submitted and listed herein and adopt Findings of Fact as proposed by Village Staff in the Staff Report, subject to the following condition: 1. Any changes in drive-thru or parking demand from what was presented would require a new traffic/drive-thru analysis and prior approval to ensure the on-site drive-thru stacking and parking is sufficient.

AYES: STANTON, FIELDER, GASKILL, AITCHISON, VICK & CHAIRMAN GRAY

NAYS: NONE

CHAIRMAN GRAY declared the Motion unanimously approved by Roll Call

#### Motion 4 (Final Plat):

A Motion was made by COMMISSIONER FIELDER, seconded by COMMISSIONER GASKILL to recommend that the Village Board grant approval to the Petitioner, Lenny's Food N Fuel 183rd Street LLC Final Plat Approval for North Creek Food N Fuel Resubdivision in accordance with the Final Plat submitted and listed herein, subject to the following condition:

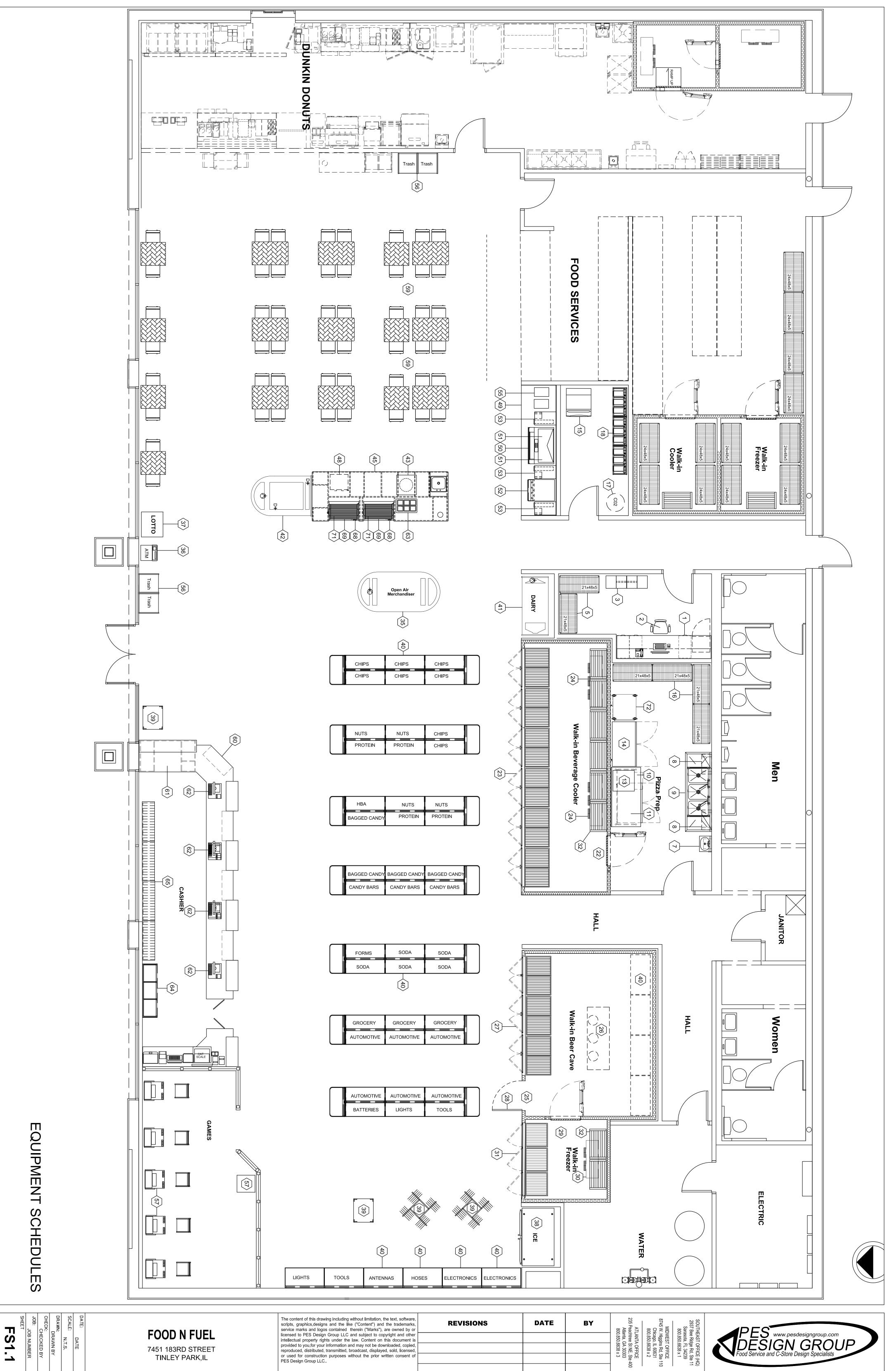
1. The Final Plat approval is subject to Final Engineering approval by the Village Engineer.

AYES: STANTON, FIELDER, GASKILL, AITCHISON, VICK & CHAIRMAN GRAY

NAYS: NONE

CHAIRMAN GRAY declared the Motion unanimously approved by Roll Call.

This will go before the Village Board on December 3, 2019.

























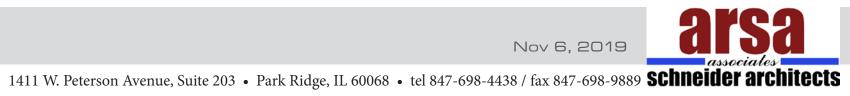










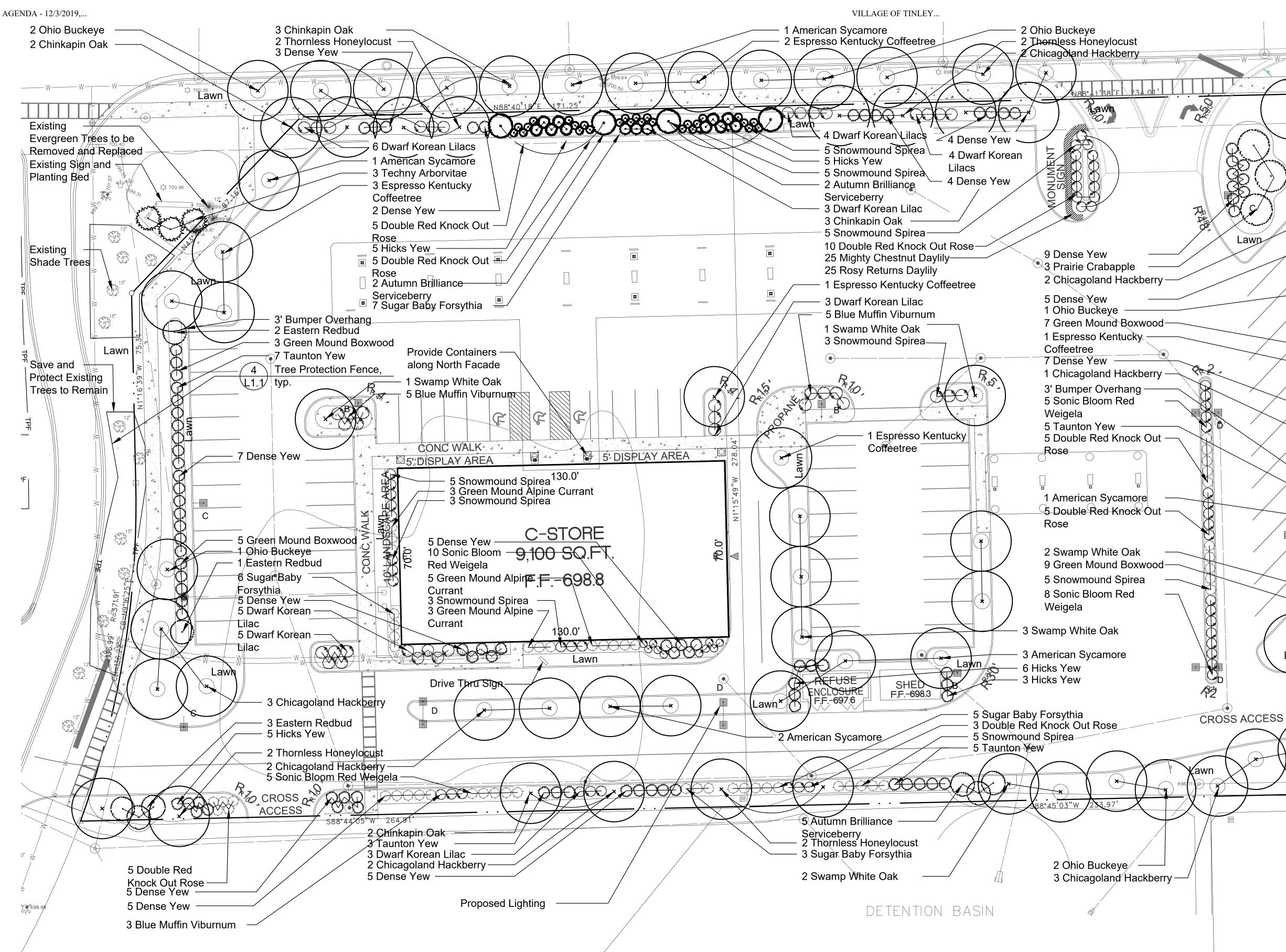














### GENERAL NOTES: LANDSCAPE

- Notes indicated on grading plans shall pertain to landscape plans. Final grade of planting beds shall be as per grading plan.
- 2. The landscape contractor shall be responsible for making
- themselves familiar with all underground utilities and structures. All existing plant material and trees shall be saved and protected unless otherwise noted. Contractor to protect new and existing trees and landscaping from damage and shall restore all areas disturbed as a result of construction.
- Plant material shall be supplied from Northern Illinois nursery stock, shall be dug the planting season it is installed, and shall conform to the American Association of Nurseryman's standards.
- Plant material shall be size and type specified. Substitution of plant material shall be on a case by case basis and approved in writing by the Owner's Representative. In no case shall plant material be smaller than indicated in the plans.
- Do not willfully proceed with plantings as designed when it is obvious that obstructions and/or grade differences exist that may not have been known during the design process. Such conditions shall be immediately brought to the attention of the Owner's Representative.
- All plant material shall be inspected and approved by the Owner's Representative prior to the installation of any and all plant material. Plant locations shall be flagged in field with Owner's Rep. Final location of all plant material shall be subject to approval of the
- Owner's Representative prior to digging any holes. The landscape contractor is responsible for providing Owner's Representative with 48 hour minimum advance notice prior to planting. Plants shall be watered on the day they are planted and maintained
- with watering until final acceptance of the project. Apply a pre-emergent as per manufacturer's specification prior to
- installing mulch. Beds and tree rings (6' diameter) shall have 3" of hardwood
- shredded mulch applied and a 4" deep spade edge at lawn. Trees that are not located in beds, shall have a tree ring.
- Landscape plant material shall be guaranteed for 12 months from final acceptance. Any plant 1/3 dead or more shall be replaced under the guarantee.
- Contractor to prepare landscape beds by roto-tilling 2" of Mushroom 13 Compost into new beds. Do not add compost nor roto-till within drip line of existing trees.
- Lawn Seeding shall be under favorable weather conditions, and shall follow dates in specification. All irrigation shall be installed and functioning prior to seeding.
- Turf mixes shall be installed and lawn established at all disturbed areas
- Do not overseed into mulch beds and paving.
- Contractor shall restore all areas disturbed as a result of construction.
- 18. Tree Protection Fence to be installed as shown on plans and details prior to beginning construction. (incidental to cost). Do not drive, store equipment or materials within dripline of existing trees that are to be saved. Hold necessary disturbance to a minimum.

Gas & Wash 7451 183rd Street Tinley Park, Illinois 60477

PROJECT



Park Planning and Landscape Architecture 24042 Lockport St, Plainfield, Illinois 60544 815-254-0091 www.uplanddesign.com

### **CIVIL ENGINEER** M Gingerich Gereaux & Associates (MG2A) 25620 S. Gougar Rd. Manhattan, Illinois 60442 Phone: 815-478-9680

### SHEET TITLE

# Landscape Plan

#### L1.0 SHEET NUMBER

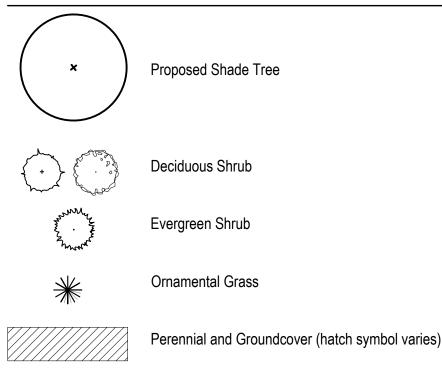
### DRAW / REVISION

LD/TD	Permit Submittal	21AUG2019					
LD/TD	Permit Resubmittal	22OCT2019					
LD/TD	Permit Resubmittal	13NOV2019					

#### Project Number 767 Copyright 2019 Upland Design Ltd.

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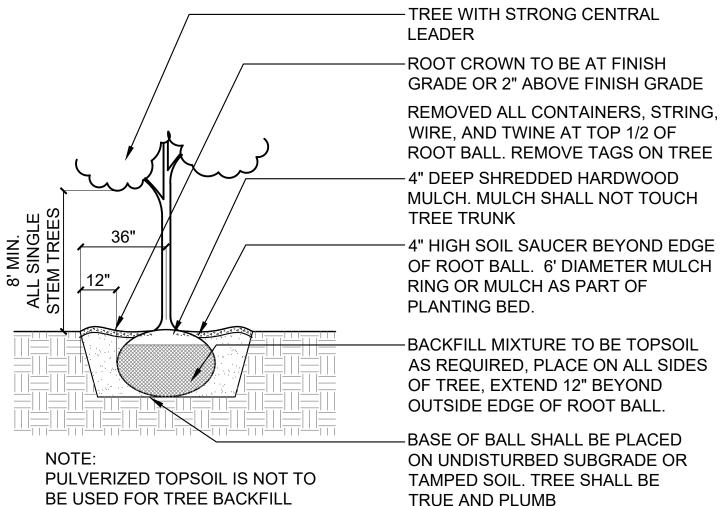




60

### PLANT LIST

8	<b>rees - Balled and</b> 2.5" cal.	Aesculus glabra	Ohio Buckeye
15	2.5" cal.	Celtis occidentalis 'Chicagoland'	Chicagoland Hackberry
8	2.5" cal.	Gleditsia triacanthos var inermis	Thornless Honeylocust
8	2.5" cal.	Gymnocladus dioicus 'Espresso'	Espresso Kentucky Coffeetree
8	2.5" cal.	Platanus occidentalis	American Sycamore
11	2.5" cal.	Quercus bicolor	Swamp White Oak
10	2.5" cal.	Quercus muehlenbergii	Chinkapin Oak
68	Total		
	ntal Trees - Balled	-	
7	6' Ht	Amelanchier grandiflora 'Autumn Brilliance'	
6	6' Ht	Cercis canadensis	Eastern Redbud
3	6' Ht, Single Stem	Malus 'Prairifire'	Prairie Crabapple
16	Total		
24	24" Ht. x 24" Spr.	I and Burlap or Pot Buxus 'Green Mound'	Green Mound Boxwood
66	24" Ht. x 24" Spr.	Taxus x media 'Densiformis'	Dense Yew
21	24" Ht. x 24" Spr.	Taxus x media 'Hicksii'	Hicks Yew
20	24" Ht. x 24" Spr.	Taxus x media 'Tauntonii'	Taunton Yew
131	Total		
	ous Shrubs - Balleo	l and Purlan or Pot	
eciduc		and Buriap of Pol	
21	24" Ht. x 24" Spr.	Forsythia 'NIMBUS'	Sugar Baby Forsythia
		-	Sugar Baby Forsythia Green Mound Alpine Currant
21	24" Ht. x 24" Spr.	Forsythia 'NIMBUS' Ribes alpinum 'Green Mound' Rosa 'Radtko'	
21 11	24" Ht. x 24" Spr. 18" Ht. x 18" Spr.	Forsythia 'NIMBUS' Ribes alpinum 'Green Mound'	Green Mound Alpine Currant
21 11 38	24" Ht. x 24" Spr. 18" Ht. x 18" Spr. 18" Ht. x 18" Spr.	Forsythia 'NIMBUS' Ribes alpinum 'Green Mound' Rosa 'Radtko'	Green Mound Alpine Currant Double Red Knock Out Rose
21 11 38 74	24" Ht. x 24" Spr. 18" Ht. x 18" Spr. 18" Ht. x 18" Spr. 24" Ht. x 24" Spr. 24" Ht. x 24" Spr. 24" Ht. x 24" Spr.	Forsythia 'NIMBUS' Ribes alpinum 'Green Mound' Rosa 'Radtko' Spirea nipponica 'Snowmound' Syringa meyeri 'Paliban' Viburnum dentatum 'Christom'	Green Mound Alpine Currant Double Red Knock Out Rose Snowmound Spirea
21 11 38 74 23	24" Ht. x 24" Spr. 18" Ht. x 18" Spr. 18" Ht. x 18" Spr. 24" Ht. x 24" Spr. 24" Ht. x 24" Spr. 24" Ht. x 24" Spr.	Forsythia 'NIMBUS' Ribes alpinum 'Green Mound' Rosa 'Radtko' Spirea nipponica 'Snowmound' Syringa meyeri 'Paliban'	Green Mound Alpine Currant Double Red Knock Out Rose Snowmound Spirea Dwarf Korean Lilac
21 11 38 74 23 13 28	24" Ht. x 24" Spr. 18" Ht. x 18" Spr. 18" Ht. x 18" Spr. 24" Ht. x 24" Spr. 24" Ht. x 24" Spr. 24" Ht. x 24" Spr.	Forsythia 'NIMBUS' Ribes alpinum 'Green Mound' Rosa 'Radtko' Spirea nipponica 'Snowmound' Syringa meyeri 'Paliban' Viburnum dentatum 'Christom'	Green Mound Alpine Currant Double Red Knock Out Rose Snowmound Spirea Dwarf Korean Lilac Blue Muffin Viburnum
21 11 38 74 23 13 28 208	24" Ht. x 24" Spr. 18" Ht. x 18" Spr. 18" Ht. x 18" Spr. 24" Ht. x 24" Spr.	Forsythia 'NIMBUS' Ribes alpinum 'Green Mound' Rosa 'Radtko' Spirea nipponica 'Snowmound' Syringa meyeri 'Paliban' Viburnum dentatum 'Christom' Weigela florida 'Verweig 6'	Green Mound Alpine Currant Double Red Knock Out Rose Snowmound Spirea Dwarf Korean Lilac Blue Muffin Viburnum
21 11 38 74 23 13 28 208	24" Ht. x 24" Spr. 18" Ht. x 18" Spr. 18" Ht. x 18" Spr. 24" Ht. x 24" Spr. Total	Forsythia 'NIMBUS' Ribes alpinum 'Green Mound' Rosa 'Radtko' Spirea nipponica 'Snowmound' Syringa meyeri 'Paliban' Viburnum dentatum 'Christom' Weigela florida 'Verweig 6'	Green Mound Alpine Currant Double Red Knock Out Rose Snowmound Spirea Dwarf Korean Lilac Blue Muffin Viburnum



Tree Installation SCALE: N.T.S.

-4" DEEP SHREDDED HARDWOOD MULCH. MULCH SHALL NOT TOUCH TREE TRUNK -4" HIGH SOIL SAUCER BEYOND EDGE OF ROOT BALL. 6' DIAMETER MULCH RING OR MULCH AS PART OF

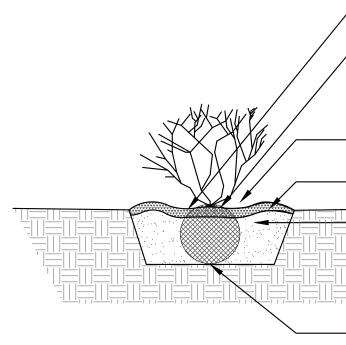
-BACKFILL MIXTURE TO BE TOPSOIL AS REQUIRED, PLACE ON ALL SIDES OF TREE, EXTEND 12" BEYOND OUTSIDE EDGE OF ROOT BALL.

-BASE OF BALL SHALL BE PLACED ON UNDISTURBED SUBGRADE OR TAMPED SOIL. TREE SHALL BE TRUE AND PLUMB



Location Vorth South

158.19 Parkway Landscaping Location 183rd Street West Creek Drive





Luminaire Scheo	dule								
Symbol	Qty	Label	Arrangement	Description	LLD	UDF	LLF	Arr. Lum. Lumens	Arr. Watts
	46	A	SINGLE	SCV-LED-13L-SC-50 MTD @ 15'GAS,18'DIESEL	1.000	1.000	1.000	12933	84.3
	3	В	SINGLE	SLM-LED-12L-SIL-5W-50-70CRI-SINGLE-17' POLE+3' BASE	1.000	1.000	1.000	12246	93.1
	4	С	SINGLE	SLM-LED-12L-SIL-FT-50-70CRI-SINGLE-17' POLE+3' BASE	1.000	1.000	1.000	13140	93.1
	4	D	D180°	SLM-LED-12L-SIL-5W-50-70CRI-D180-17' POLE+3' BASE	1.000	1.000	1.000	24492	186.2
	2	E	SINGLE	TMWP-LED-04L-50 MTD @ 10'	1.000	1.000	1.000	4044	31.23
		L							μ

### REQUIREMENT CHART

## 158.12 Buffer Yard Landsca

pir	ng			
	Requirement	Distance	Proposed Trees	Proposed Shrubs
	Bufferyard "C" 10' Width: 5 Canopy, 2 Understory, 20 Shrubs per 100 LF	462 / 100 LF = 4.62 4.62* 5 = 23 Canopy 4.62 * 2 = 10 Understory 4.62 * 20 = 93 Shrubs	10 Canopy 4 Understory	75 Shrubs
	Bufferyard "B" 10' Width: 5 Canopy, 2 Understory, 20 Shrubs per 100 LF 1/2 Plantings - Vacant Parcel	252 / 100 LF = 2.52 2.78 * 3.2 = 8 Canopy 2.78 * 1 = 3 Understory 2.78 * 16 = 41 Shrubs	8 Canopy 3 Understory	41 Shrubs
	Bufferyard "C" 10' Width: 5 Canopy, 2 Understory, 20 Shrubs per 100 LF	300 / 100 LF = 3 3 * 5 = 15 Canopy 3 * 2 = 6 Understory 3 * 20 = 60 Shrubs	15 Canopy 6 Understory	60 Shrubs
	Bufferyard "B" 20' Width: 3.5 Canopy, 1.4 Understory, 14 Shrubs per 100 LF	177/ 100 LF = 1.77 1.77 * 2.4 = 7 Canopy 1.77 * 0.6 = 3 Understory 1.77 * 12 = 30 Shrubs	5 Canopy 2 Understory	22 Shrubs

Distance	Proposed	Existing	Total
Distance	Trees	Trees	Trees
378 / 25 LF= 15.12 Trees	13	3	16
216/25 LF = 8.64 Trees	0	10	10
		Distance         Trees           378/25 LF= 15.12 Trees         13	Distance         Trees         Trees           378/25 LF= 15.12 Trees         13         3

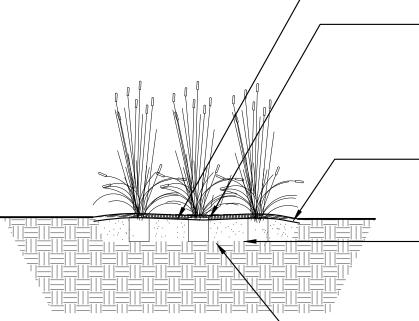
Location	Requirement		Proposed Trees	
Parking Lot	Minimum 3' Height Screen - Evergreen Plantings or Berm		Evergreen Plantings	
Parking Lot	15% of Parking Lot covered by Landscaping	86726 sq. feet*0.15 = 13000 sq. feet	13000 sq. feet of plantings	
158.19 Interior Lot Lands	scaping		·	
	Requirement	Distance	Proposed Trees	Proposed Shrubs
Location	Requirement			0111 0100
Location nterior Lot	1 Tree / 10,000 sq. feet of lot area	130244 / 10000 sq. feet = 13 Trees	13	

Location	Requirement	Distance	Ρ
Interior Lot	1 Tree / 10,000 sq. feet of lot	130244 / 10000 sq. feet = 13	
	area	Trees	
Derlying Let Jalanda	1 Tree & 1 Shrub / 200 sq. feet	4608 sq. feet / 200 = 23	
Parking Lot Islands	1 THEE & 1 SHILD / 200 Sq. Teet	Trees & 23 Shrubs	

-

-INSTALL BASE OF BALL OR ROOT MASS ON EXISTING SUBGRADE OR TAMPED TOPSOIL

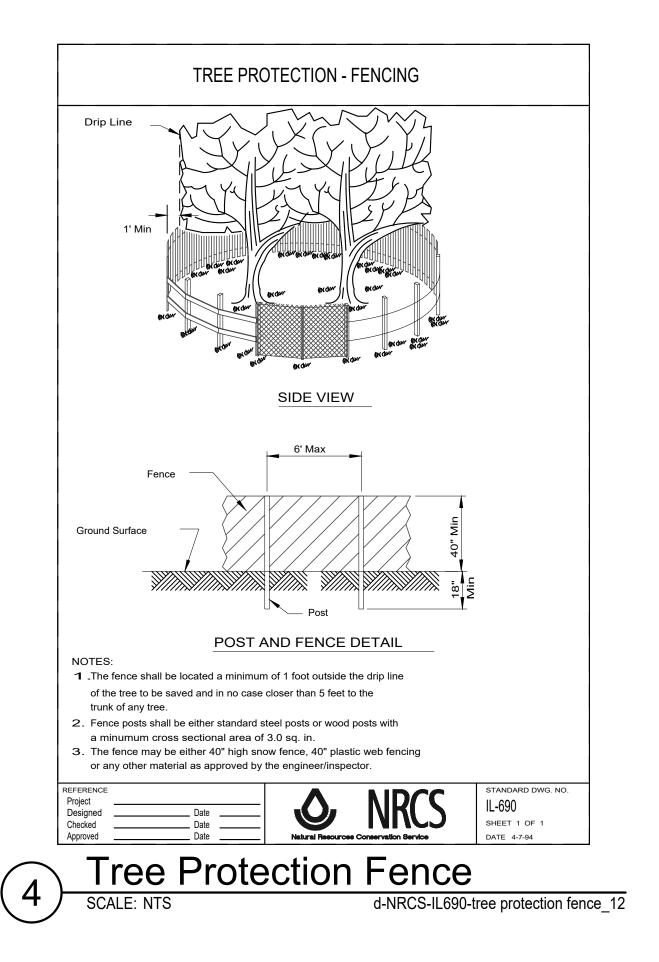
d-plant-shrub 12



- TOP OF POT SOIL SHALL BE AT FINISHED GRADE. -REMOVE PLASTIC CONTAINERS AND TAGS FROM PLANTS PRIOR TO INSTALL

-EXTEND MULCH AS SHOWN ON LANDSCAPE PLAN AND MINIMUM OF 18" PAST CENTER OF PLANT -BACKFILL MIXTURE TO BE 85% TOPSOIL AND 15% MUSHROOM COMPOST, MIXED THOROUGHLY -INSTALL BASE OF POT SOIL MASS ON EXISTING SUBGRADE OR TAMPED TOPSOIL







PROJECT Gas & Wash 7451 183rd Street Tinley Park, Illinois 60477



CIVIL ENGINEER M Gingerich Gereaux & Associates (MG2A) 25620 S. Gougar Rd. Manhattan, Illinois 60442 Phone: 815-478-9680

### SHEET TITLE

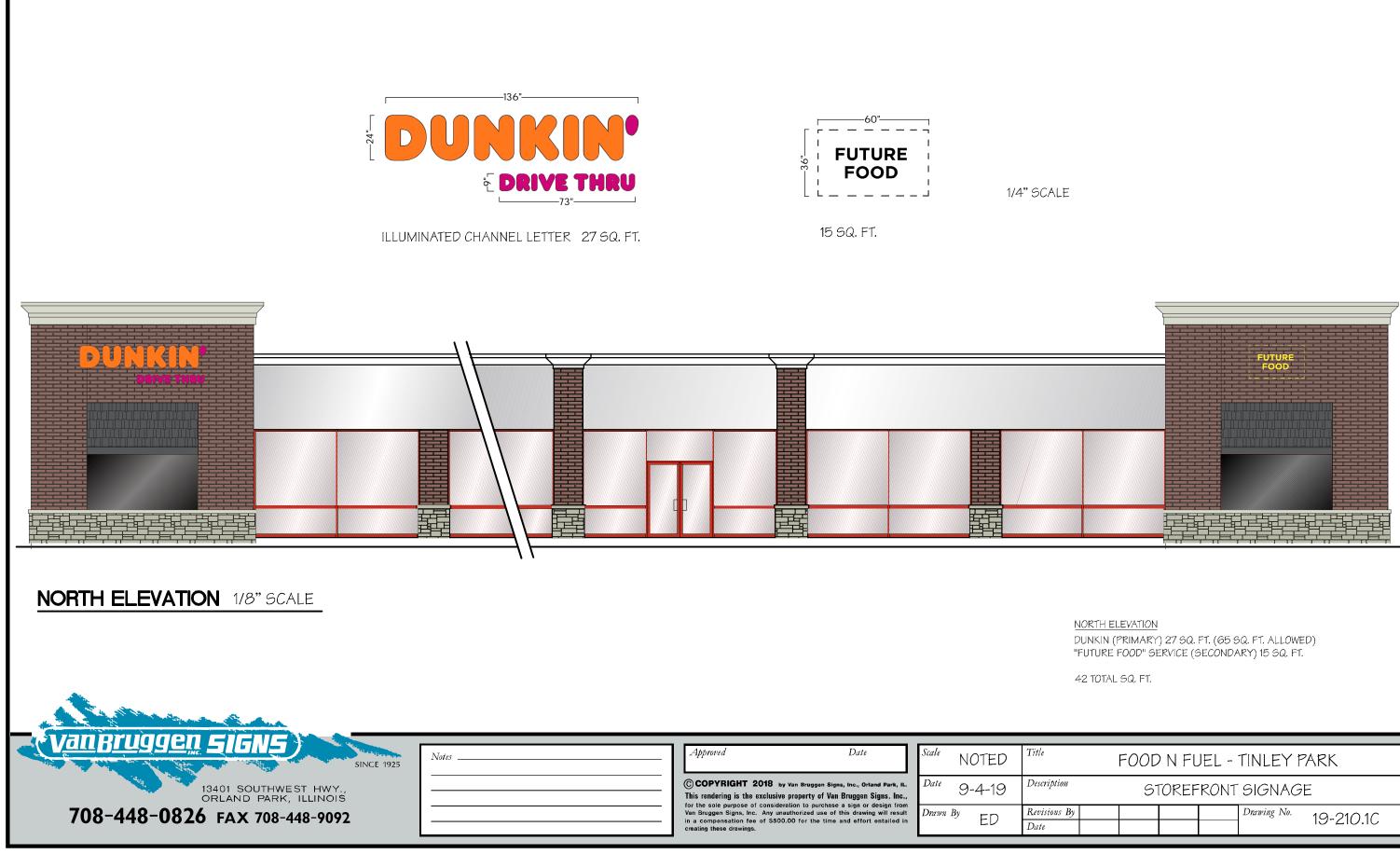
# Landscape Plan

# SHEET NUMBER L1.1

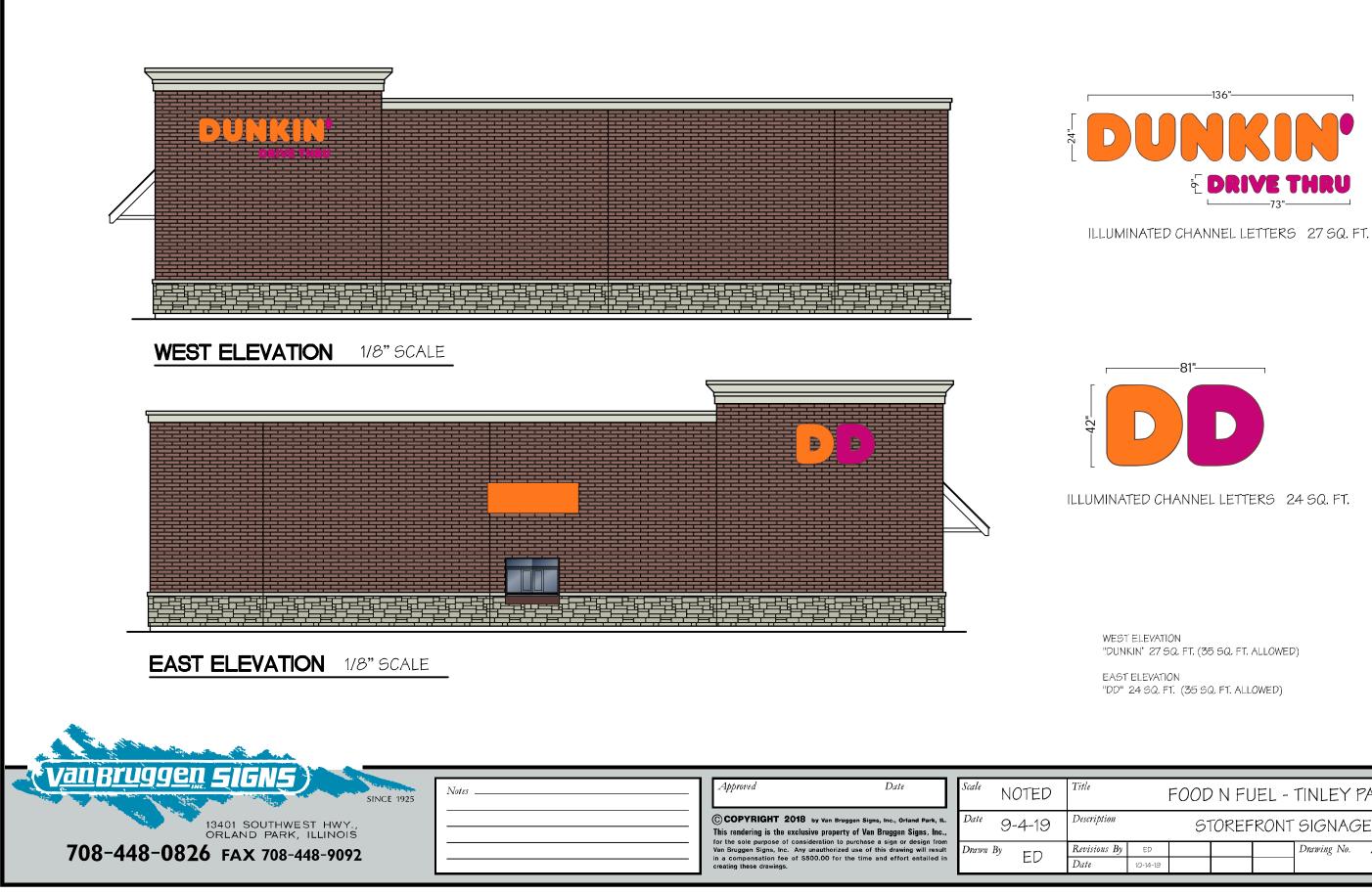
### DRAW / REVISION

DRAW	REVISION	
LD/TD	Permit Submittal	21AUG2019
LD/TD	Permit Resubmittal	22OCT2019
LD/TD	Permit Resubmittal	13NOV2019
Project Num	nber 767	

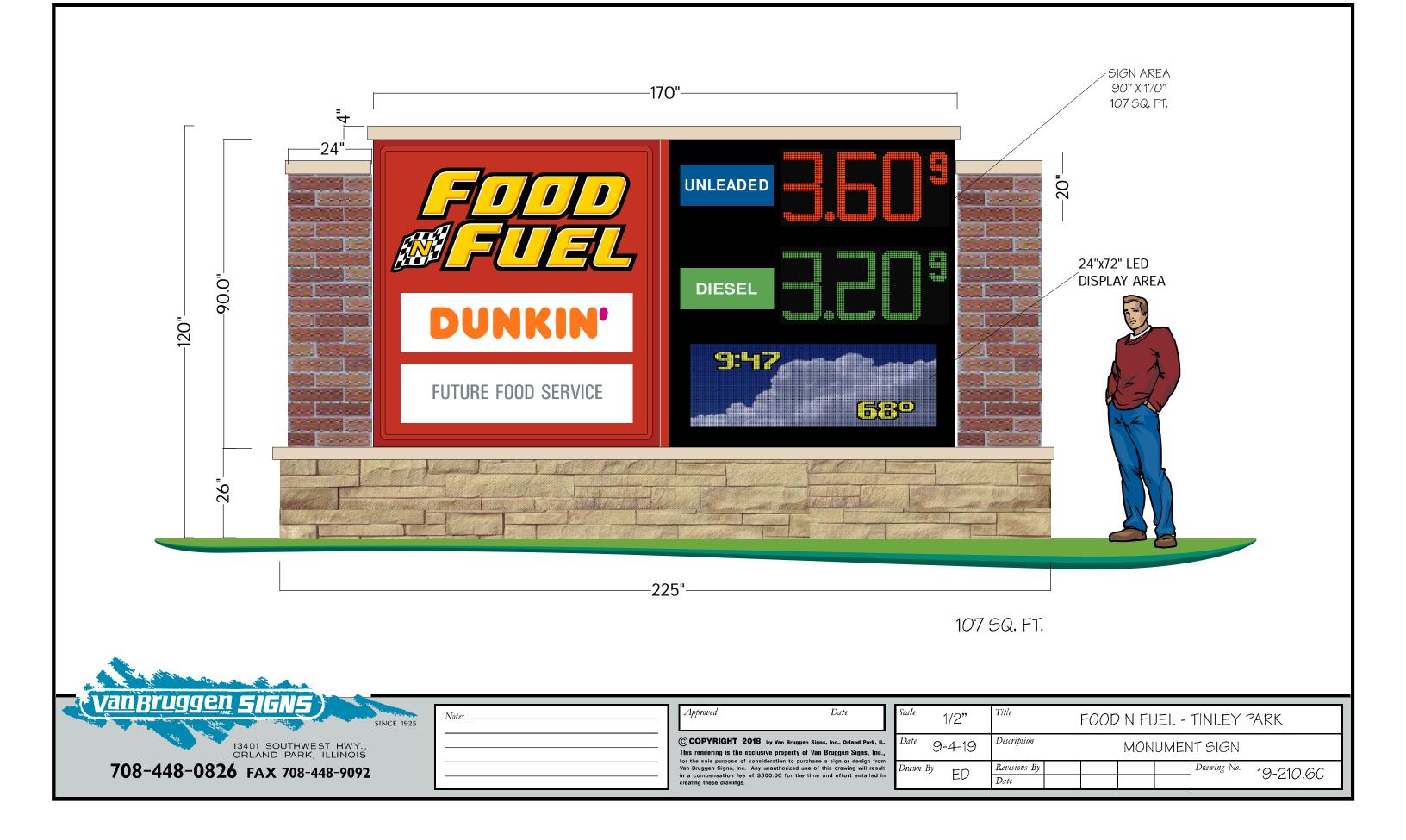
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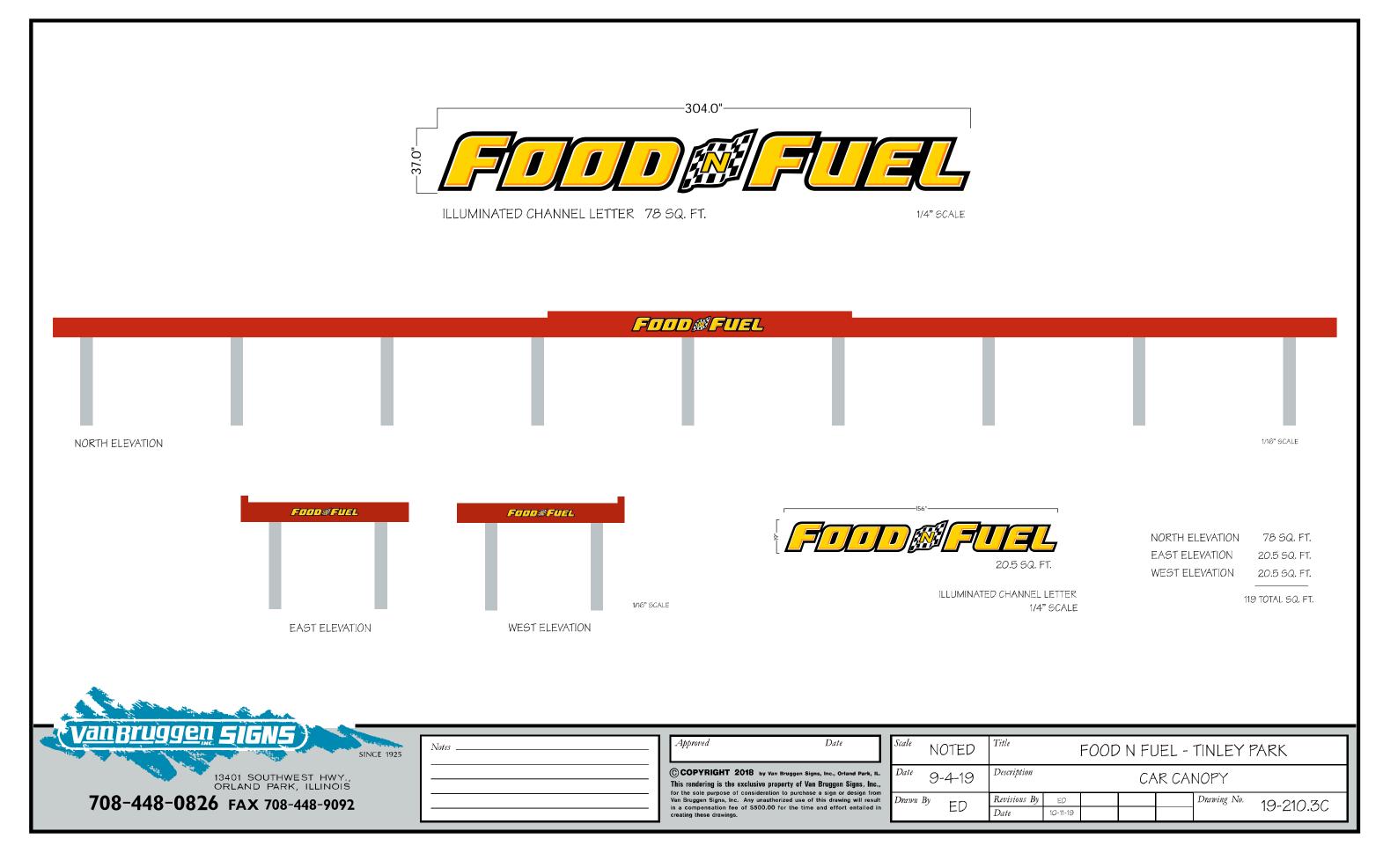


		FOOD	N FL	JEL -	TINLEY F	PARK				
STOREFRONT SIGNAGE										
By					Drawing No.	19-210.1C				

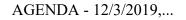


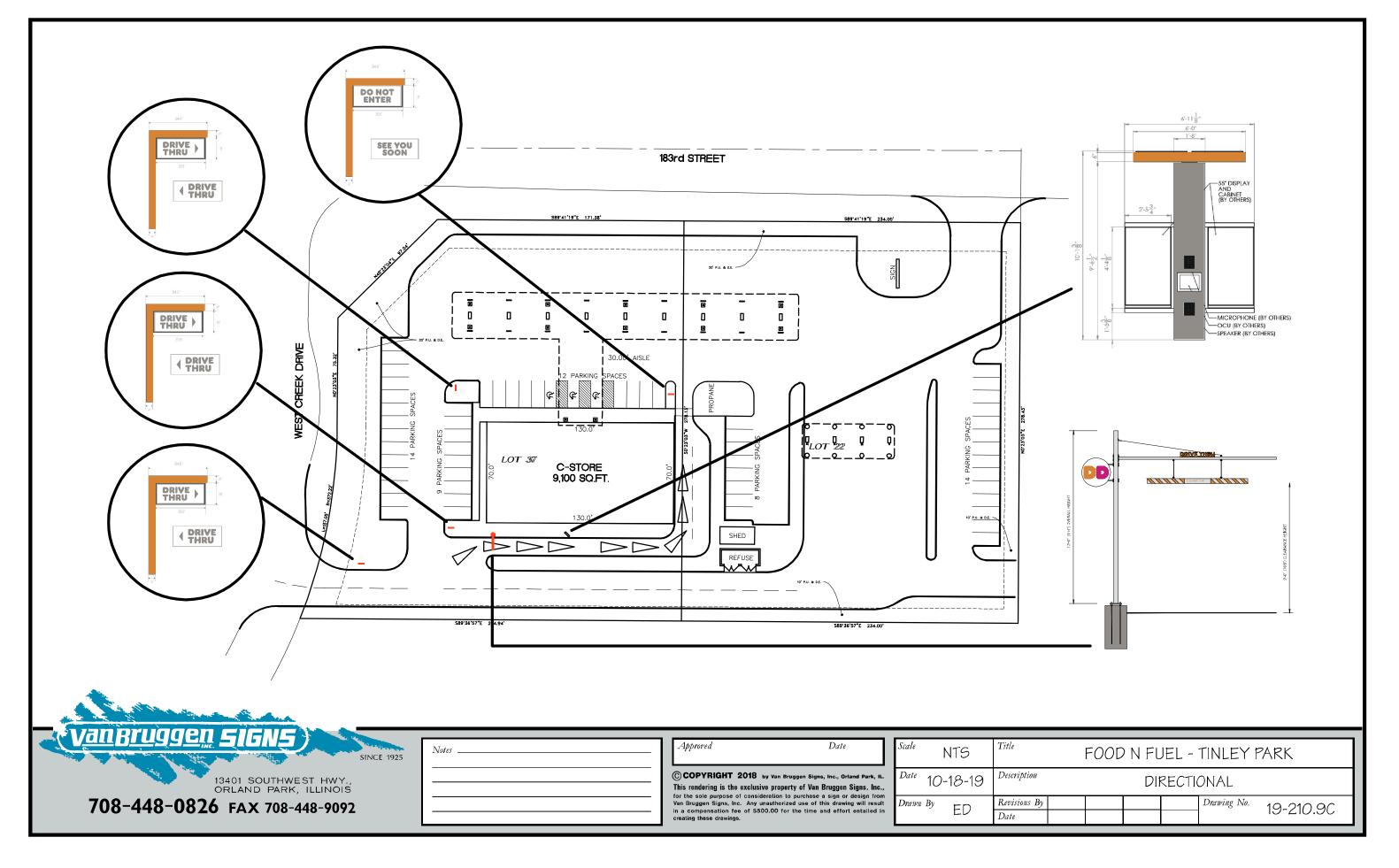
	FOOD N FUEL - TINLEY PARK											
	STOREFRONT SIGNAGE											
3y	y ED Drawing No. 19-210.2C											
10-14-19												





		EAST ELEVATION 1/8" SCALE
SOUTH ELEVATION CHANNEL LETTERS 1/8" SCALE		WEST ELEVATION 1/8" SCALE
45"		
ËX -F	Ë -	141" FTRUCKS CHANNEL LETTERS 23.5 SQ. FT. 1/4" SCALE
NORTH ELEVATION CHANNEL LETTERS 1/8" SCALE		
Van Bruggen Signs		
13401 SOUTHWEST HWY., ORLAND PARK, ILLINOIS 708-448-0826 FAX 708-448-9092	Notes	an Bruggen Signs, Inc., se a sign or design from of this drawing will result $ \begin{array}{c ccccccccccccccccccccccccccccccccccc$





ð.o ð.o	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0
<sup>†</sup> 0.0 <sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0
Ō.0 Ō.0	ō.0	Ō.0	ō.0	Ō.0	Ō.0	Ō.0	ō.0	Ō.0	Ō.0	Ō.0	Ō.0	<sup>†</sup> 0.1	Ō.1	ð.1	<b>Ö</b> .1	Ō.1	<b>0</b> .1	Ō.1	Ō.1	Ō.1	Ō.1	Ō.1	Ō.1	Ō.0	ō.o	Ō.0	Ō.0	ō.0	<sup>†</sup> 0.1	<sup>†</sup> 0.1	<sup>†</sup> 0.1	<sup>†</sup> 0.0	Ō.0	Ō.0	Ō.0	<sup>†</sup> 0.0	ō.o
Ō.0 Ō.0	Ō.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	Ō.0	<sup>†</sup> 0.1	<sup>†</sup> 0.1	<sup>†</sup> 0.1	<sup>†</sup> 0.1	<sup>†</sup> 0.1	<b>0</b> .1	<b>0</b> .1	<sup>†</sup> 0.1	18 0.1	33rd <sub>0.1</sub>	STR	EET 0.1	<sup>†</sup> 0.1	<sup>†</sup> 0.1	<sup>†</sup> 0.1	<sup>†</sup> 0.1	Ō.1	<sup>†</sup> 0.1	<sup>†</sup> 0.1	<sup>†</sup> 0.1	<sup>†</sup> 0.1	<sup>†</sup> 0.2	<sup>†</sup> 0.3	<sup>†</sup> 0.2	<sup>†</sup> 0.1	<sup>†</sup> 0.1	<sup>†</sup> 0.0	<sup>†</sup> 0.0	ō.o
<sup>†</sup> 0.0 <sup>†</sup> 0.0	ō.0	Ō.0	ō.o	0.0	<b>.</b> 0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	Ō.1	Ō.1	Ō.1	<sup>†</sup> 0.2	<sup>†</sup> 0.2	<sup>†</sup> 0.2	<sup>†</sup> 0.2	0.2	<b>0.2</b>	<b>0</b> .2	<sup>†</sup> 0.2	<sup>†</sup> 0.2	<sup>†</sup> 0.2	ð.2	<sup>†</sup> 0.2	<sup>†</sup> 0.2	<sup>†</sup> 0.2	Ō.1	<b>0</b> .1	Ō.1	ō.1	ŧ.2	<sup>†</sup> 0,5	1.1 241/38″E		t.7	0.2	Ō.1	Ō.1	ō.0
t.o t.o	Ō.0	<sup>†</sup> 0.0	6,0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	Ō.1	Ð.1	ō.1	ð.2	<sup>†</sup> 0.3	<sup>†</sup> 0.4	<sup>†</sup> 0.5	<sup>†</sup> 0.5	ō.5				<sup>†</sup> 0.5	<sup>†</sup> 0.5	0.5	<sup>†</sup> 0.5	<sup>†</sup> 0.5	Ō.4	<sup>†</sup> 0.4	ō.3	ţ.5	<sup>†</sup> .2	Ō.1	<sup>†</sup> 0.2	100	71 00 L	201.01	<u>1.5</u>	<sup>†</sup> 0.5	ð.2	ō.1	<sup>†</sup> 0.0
ъ.о ъ.o	ō.o	<sup>†</sup> 0.0	Ō.0	<b>0</b> .0	<sup>†</sup> 0.0	<b>0</b> .1	0.2	° <sup>5</sup> .3	ð.6	1.0	1.2	<b>†</b> 1,4	1,4	1.4	1.5	1.5	1.4	1.4	1.4	1.4	1.4	1.3	1.3	1.1	ō.9	<sup>†</sup> 0.6	ō.3	ð.2	<sup>†</sup> .2	ð.9	*2.2	*2.2	÷3.1	1.6	ō.6	ō.2	Ď.1
Ō.O Ō.O	ō.0	<sup>†</sup> 0.0	ō.o	<sup>+</sup> 0.0	0.1	<sup>1</sup> 0.1	ð.3	ð.8	<sup>‡</sup> 2.1	<sup>+</sup> 3.9	4.9	5.2	5.3	5.3	5.3	5.3	5.2	5.1	5.1	5.0	5.0	4.9	4.7	4.3	<sup>+</sup> 3.3	1.8	<sup>†</sup> 0.7	ð.3	ō.2	1.0	÷2,2	±2.7	4.2 C	2.6	ō.7	<sup>†</sup> 0.2	Ō.1
t.o t.o	ō.0	<sup>†</sup> 0.0	ō.o	<sup>†</sup> 0.0	ō.1	t.2	to.6	<b>1</b> .8													23.4					÷6.6	1.6	ō.6	0.5	1.2	*2.4	÷2,4	±2.6	1.5	Ō.7	<sup>†</sup> 0.3	ō.2
ō.o ō.p	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	to.1	ţ.1	Ō.4	ð.9	- 2,9		<b>***</b> *********************************											1 • 43.0					13.2	<sup>+</sup> 2.4	ō.8	1.1	1.6	÷2,6	<sup>+</sup> 3.0	ŧ2.3	1.2	ð.9	t).7	<sup>+</sup> 0.2
ō.0 <b>5</b> .9	ō.o	<sup>†</sup> 0.0	ō.o	1.0+ 0+ 0+ 0+	Ō.1	<u>0.4</u>	1.2	÷2.7	<b>†</b> 11.4	29:0A 37.9	* <b>*</b> 7 <b>/</b> 41.1	*412 <b>8</b> *40.	≥ A <sup>+</sup> 42.9	□ <b>1</b> ⊈72.7 <sup>1</sup> 454	¥ <sup>*</sup> 47.4 A	=*48.1 Å5.	8 <sup>4</sup> 1.8	40.8 A 43.4	∗ ∔ <b>Å</b> 3.4	* *44.2 *44.	1 43.3	*44.4 *44.4 	<b>43.7</b>	43.7 4 <u>4.4</u>	* 34.8	10.2	±2,2	<sup>†</sup> 0.9	1.2	<sup>+</sup> 2.1	+2,3	÷2,2	1.9	1.5	1.4	<sup>†</sup> 0.7	<sup>†</sup> 0.2
<sup>†</sup> 0.0	ō.o	ō.o	ō.0	0+ 1년6 <sup>,</sup> 39 <sup>#</sup> /	ō.2	Ō.5	1.0	*2.2	<sup>+</sup> 4.2	÷6,9	<sup>+</sup> 8,4	<sup>+</sup> 8.8	<sup>+</sup> 9.1		6 <sup>†</sup> 34.4		10.4	+ 9.0	<sup>+</sup> 9.1	⁺9.4	*9.6	<sup>+</sup> 9.7	*9.7	*9.2	<sup>+</sup> 7.1	*3.6	1.5	1.1	<b>†</b> .4	÷2.0	* <b>3</b> .0	<sup>+</sup> 2.9	÷2.7	<sup>‡</sup> 2,4	1.3	<b>b</b> .7	ð.2
ō.0 ↓	ō.o	ō.o	5 1	ţ.1	ō.3	t.9	<u> </u>	÷2.2	<sup>+</sup> 3.4	<u>+</u> 3.7	<sup>+</sup> 3.9	* <b>3</b> .0	<sup>+</sup> 3.1		16.7		4.2	2.7	<sup>+</sup> 2.8	<sup>‡</sup> 3.0	<sup>+</sup> 3.9	4.6	5.2	<b>*</b> 3.2	<sup>‡</sup> 2.5	±2.1	1.9	*2.1	*2,5	<sup>+</sup> 3.0	<b>*</b> 4.0	<sup>+</sup> 6.7	5.8	t <u>z.</u> 7	1.4	278.27'	
ت.o	ō.o	Ō.1	Ō.1	tq.2	ō.6	1.8	÷2,8	÷2.8	<sup>+</sup> 3.1	±3.0B	*a.7	<b>1</b> .7	1.6	F 3.0 +	€ 8.6	18.5	*2.2	1.2	1.3	9.1278.04	PANE PANE	<b>1</b> − − 3.4 B	+3.3	+ <u>+</u> 2,1	+2.2		<b>5</b> .5	÷6.5	<b>†</b> .1	Ť.2	<b>†</b> .0	<b>*</b>	D 7.0	3.5	1.8	°15′19″E	<sup>†</sup> 0.3
	<sup>†</sup> 0.0	<b>0</b> .1	⁺0.2	<sup>†</sup> 0.7	1.6	<sup>+</sup> 3.0	 2.9	*3.0		1.8	<u>1.7</u>	<u>1,2</u>	<u>†.0</u>	1.2	≥.5	<sup>2.4</sup>			<del>.</del> .9	<sup>≫</sup> <sup>64</sup> 1.2	1.8	1.9		<sup>+</sup> 2,0	÷3.1	10.0	20.6	23.6	+ 24,8	23.0	18.0	<sup>+</sup> 8.7	÷6,4	4.4	÷.4	1.1	<sup>†</sup> 0.4
ō.0 ō.0	ō.o	ō.1	to.2	t.8	+ <u>3.0</u> -	4.2	<del>1</del> 3,3	<sup>‡</sup> 2.7		1.9					130,	0′				1.6	1.8	1.3	 1.3	1.7	-+3.8	13.4	30.2 <sup>3</sup> 1	.3 .3 .3 .3 .3 .3 .3 .3 .3 .2.6	<sup>32.8</sup>	<sup>*</sup> 32.4 <sup>*</sup> 31.8	A	<sup>+</sup> 8.7	÷.8 /	4.6	4.1	*2.0	
ħ. ħ.	ħο	ħ 1	ħ2		17	C		*2 G	18										Ę	4.1	+2 3	13	13	16	P	*	≣ 29.6 3a ) 15.3	2.1 <b>1</b> 33.6 ○ A	33₽ 0_/	±33.5 ±30.0 △ ○		+ 6 8	5.7	57	F 56	+ 	ـــــــــــــــــــــــــــــــــــــ
	ħ.o	ъ.	th 2		t. 7	1 7		to 4			×0'0'								70'0	E to c	÷2,4	1.0	1.5	1.0	1.0	+2 0	<sup>+</sup> 4 2	t.o	±_	54	+ 10,0	+4 5	÷1 9	+1 2	125	10	<u> </u>
t. 0	0.0	5.1	R=37191'		0.7 0	1.7	t	∠.4 † ¬	- <u>+</u>											3.0	+	1.4	1.5 	1.4	1.0	+0	+.3	5.3	5,0	5.0	4, 2	+, -,	4.9 F 4	+,C	5.5	1.0	
U.U U.U-		0.1	U.1 136 96 + 136 96	5 0.4	U.4	0.9	1.3	1, / t.	2.2		+	<u>+</u>	*= ~	+_	130,0	)′	+ -	+- 0	<b>t</b> a a	1.7	2.0	1.8	1.8	1.6	1,8 	+	∠.4	∠.I	2.4 t_	2,6	3,D	+	⊃,4 *	4.1	÷.3	±.0	t, 2
0.0 0.0	0.0	0.1	0.2	0.5	0.7	+	0.6	1.1	+		+	+	+		+	+	+	+	+	2.4	2.3	1.9		1.6		3.14 ■ 3 +	1.8	1.3	1.5	1.9	3.2	6.8	6.2 D	3.1	1.6	Q <u>.8</u>	0.2
0.0 0.0	0.0	0.1	0/4	1.0	2.5	2.1	0.9	1.1	1.4	2.4	5.2	5.1	3.3	1.6	1.2	1.2	1.4	2.5	5.5	5.1	3/5					3,5	1.5	1.0	1.3	1.6	2.9	6.2	5.6	2.6	1.3	0.7	0.2
Ō.O Ō.O	0,0	Ъ.З /	1.3	1.9	4.0	- 3.8	1.8	1.8	1.5	2.4	5.3	5.3	3.3	1.6	1.2	1.2	1.4	2.5	5.5	5.6	3.1	1.5	1.0	0.3	Ū.1	1.5	1.3	Ō.9	1.1	1.4	2.5	2.6	2.6	2.3	1.2	<u>0.7</u>	δ.2
t.o t.o	Ö.1	<sup>†</sup> 0.5/	1.9	‡2,2	2.5	<sup>‡</sup> 2.3	<sup>‡</sup> 2,3	<sup>‡</sup> 2.2	1.5	<sup>+</sup> 2.4	<sup>‡</sup> 2.8	<sup>+</sup> 2.7	<sup>‡</sup> 2.5	1.6	1.2	1.1	1.4	<sup>‡</sup> 2.5	<sup>+</sup> 2.9	*Q.8	<sup>‡</sup> 2.7	1.8	1.6	1.0	ō.8	<sup>†</sup> 0.8	ō.8	ð.9	1.1	1.6	1.4	1.4	1.4	1.3	1.3	Ъ.7	ō.2
ō.o ō.o	<b>b</b> .1	<u>0.6</u>	1.6	2.0	2.1	<sup>+</sup> 2.1	<sup>+</sup> 2.1	1.9	1.8	1.4 	1.4 4′05″W	1,4 264,91′	1.3	1.3	1.2	1.1	1.5	1.3	1.4	1.4	1.4	1.6	1.4	0.8	<sup>+</sup> 0.6	0.5	0.5	<u>ð</u> .7	1.0	ð.9	<sup>†</sup> 0.8	<u>,9</u>	<u>0.9</u>	<sup>†</sup> 0.8	<sup>†</sup> 0.7	<sup>†</sup> 0.6	0.2
ō.o /b.o	<b>0</b> .1	<sup>ф</sup> .З	<sup>†</sup> 0.7	<sup>†</sup> 0.8	<sup>†</sup> 0.9	<sup>†</sup> 0.9	1.0	1.2	<b>1</b> .0	<sup>†</sup> 0.8	<sup>†</sup> 0.8	<sup>†</sup> 0.7	<sup>†</sup> 0.8	ō.8	<sup>†</sup> 0.9	<sup>†</sup> 0.9	<sup>†</sup> 0.8	<sup>†</sup> 0.8	<sup>†</sup> 0.8	<sup>†</sup> 0.8	<sup>†</sup> 0.8	ō.9	ō.8	<sup>†</sup> 0.4	ō.2	<sup>†</sup> 0.2	<sup>†</sup> .2	<sup>†</sup> 0.3	<sup>†</sup> 0.З	<sup>†</sup> .3	ţ0.2	ō.2	0.2	<sup>†</sup> 0.2	<sup>†</sup> .2	<sup>†</sup> 0.2	<sup>†</sup> 0.1
ō.o ō.o	Ō.1	Ō.1	<sup>†</sup> 0.2	<sup>†</sup> .2	<b>0</b> .1	0.1	<sup>†</sup> 0.3	0.4	<sup>†</sup> 0.3	<sup>†</sup> 0.2	<sup>†</sup> 0.2	<sup>†</sup> 0.2	ō.2	<sup>†</sup> 0.3	<sup>†</sup> 0.З	<sup>+</sup> 0.4	<sup>†</sup> 0.3	<sup>†</sup> 0.2	ō.2	<sup>†</sup> 0.2	<sup>†</sup> 0.2	<sup>†</sup> 0.3	ō.2	<sup>†</sup> 0.2	Ō.1	<b>0</b> .1	<b>0</b> .1	0.1	<sup>†</sup> 0.1	<sup>†</sup> 0.1	<sup>†</sup> 0.1	Ō.1	<b>0</b> .1	<b>0</b> .1	<b>0</b> .1	<b>0</b> .1	<sup>†</sup> 0.0
0.0 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.1	<sup>†</sup> 0.1	Ō.1	<sup>†</sup> 0.1	0.1	<sup>†</sup> 0.0	<sup>†</sup> 0.1	Ō.1	<sup>†</sup> 0.1	<sup>†</sup> 0.1	<sup>†</sup> 0.1	<sup>†</sup> 0.1	Ō.1	<sup>†</sup> 0.0	<sup>†</sup> 0.1	0.1	<sup>†</sup> 0.1	0.1	0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	Ō.0	Ō.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	ō.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0
<sup>†</sup> 0.0 <sup>†</sup> 0.0	Ō.0	0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>+</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	0.0	<sup>†</sup> 0.0	Ō.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	ō.o	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>+</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	0.0	ō.o
<sup>†</sup> 0.0 <sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	Ō.0	0.0	Ō.0	0.0	0.0	Ō.0	0.0	Ō.0	Ō.0	0.0	<sup>†</sup> 0.0	Ō.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	Ō.0	<sup>†</sup> 0.0	0.0	Ō.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	ō.0	<sup>†</sup> 0.0	Ō.0	<sup>†</sup> 0.0	0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	Ō.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0	<sup>†</sup> 0.0
							0.1	1 1																													

Luminaire Sche	Luminaire Schedule												
Symbol	Qty	Label	Arrangement	Description	LLD	UDF	LLF	Arr. Lum. Lumens	Arr. Watts				
<b>₽</b>	46	А	SINGLE	CRUS-SC-LED-SS-50 MTD @ 10'PAY,15'GAS,18'DIESEL	1.000	1.000	1,000	13674	97,9				
	3	В	SINGLE	SLM-LED-12L-SIL-5W-50-70CRI-SINGLE-17' PDLE+3' BASE	1.000	1.000	1,000	12246	93.1				
•	4	С	SINGLE	SLM-LED-12L-SIL-FT-50-70CRI-SINGLE-17' PDLE+3' BASE	1.000	1.000	1.000	13140	93.1				
4	4	D	D180°	SLM-LED-12L-SIL-5W-50-70CRI-D180-17′ POLE+3′ BASE	1.000	1.000	1,000	24492	186.2				
	2	E	SINGLE	XWM-FT-LED-04L-50 MTD @ 10'	1.000	1.000	1.000	3991	29,5				

Label

Based on the information provided, all dimensions and luminaire locations shown represent recommended positions. The engineer and/or architect must determine the applicability of the layout to existing or future field conditions.

This lighting plan represents illumination levels calculated from laboratory data taken under controlled conditions in accordance with The Illuminating Engineering Society (IES) approved methods. Actual performance of any manufacturer's luminaires may vary due to changes in electrical voltage, tolerance in lamps/LED's and other variable field conditions. Calculations do not include obstructions such as buildings, curbs, landscaping, or any other architectural elements unless noted. Fixture nomenclature noted does not include mounting hardware or poles. This drawing is for photometric evaluation purposes only and should not be used as a construction document or as a final document for ordering product.

Calculation Summary Avg 1.83 CalcType Units Max Min Avg/Min Max/Min 0.0 25.3 ALL CALCS @ GRADE Fc N.A. Illuminance N.A. 29.6 Fc 1.08 DIESEL CANDPY 31,93 33.6 1.14 Illuminance 1.7 GAS CANDPY Fc 37.48 22.05 32.00 54.4 Illuminance INSIDE CURB 25.3 253.00 0.1 45.30 Illuminance Fc 4,53





Click image to open Product Page



### AGENDA - 12/3/2019,... VILLAGE OF TINLEY... LED CANOPY LIGHT - LEGACY<sup>TM</sup> (CRUS)



#### DOE LIGHTING FACTS

Department of Energy has verified representative product test data and results in accordance with its Lighting Facts Program. Visit www.lightingfacts.com for specific catalog strings.

#### **Consult Factory**

Class 1, Division 2 - Available on LW and SS

**T5 Temperature Classification** – The surface temperature of this product will not rise above 100°C., within a 40°C ambient.

**Gas Groups A,B,C, and D** – Group A: Acetylene / Group B: Hydrogen / Group C: Propane and Ethylene / Group D: Benzene, Butane, Methane & Propane.

#### US & Int'l. patents pending.

- **HOUSING -** Low profile, durable die-cast, aluminum construction, providing a reliable weather-tight seal.
- **LEDS** Features an array of select, mid-power, high brightness, high efficiency LED chips; 5000K color temperature, 70 CRI (nominal).
- **DRIVE CURRENT** Choice of Very Low Wattage (VLW), Low Wattage (LW), Super Saver (SS), High Output (HO) or Very High Output (VHO).
- **OPTICS / DISTRIBUTION -** Choice of Symmetrical or Asymmetrical, which directs light through a clear tempered glass lens, to provide a uniform distribution of light to vertical and horizontal surfaces.
- **OPTICAL UNIT** Features an ultra-slim 7/8" profile die-cast housing, with a flat glass lens. Unit is water-resistant, sealed to an IP67 rating. Integral designed heat sink does not trap dirt and grime, ensuring cool running performance over the life of the fixture.
- **PRESSURE STABILIZING VENT** Luminaire assembly incorporates a pressure stabilizing vent breather to prevent seal fatigue and failure.
- **HAZARDOUS LOCATION** Designed for lighter than air fuel applications. Product is suitable for Class 1 Division 2 only when properly installed per LSI installation instructions (consult factory).
- **DRIVER** State-of-the-art driver technology superior energy efficiency and optimum light output. Driver components are fully encased in potting for moisture resistance. Complies with IEC and FCC standards. 0-10 V dimming supplied standard with all drive currents.
- **DRIVER HOUSING** Die-cast aluminum, wet location rated driver/electrical enclosure is elevated above canopy deck to prevent water entry, provide easy "knock-out" connection of primary wiring and contributes to attaining the lowest operating temperatures available. Seals to optical housing via one-piece molded silicone gasket.
- OPERATING TEMPERATURE -40°C to 50°C (-40°F to +122°F)
- **ELECTRICAL** Universal voltage power supply, 120-277 VAC, 50/60 HZ input. Drivers feature two-stage surge protection (including separate surge protection built into electronic driver) meets IEEE C62.41.2-2002, Scenario 1, Location Category C.
- **FINISH** Standard color is white and is finished with LSI's DuraGrip<sup>®</sup> polyester powder coat process. DuraGrip withstands extreme weather changes without cracking or peeling.
- **INSTALLATION** One person installation. No additional sealant required. Installs in a 12" or 16" deck pan. Deck penetration consists of a 4" hole, simplifying installation and water sealing. Unit is designed to quickly retrofit into existing Scottsdale (4") hole as well as openings for Encore and Encore Top Access and to reconnect wiring for the SC/ECTA without having to relocate the conduit. Retro panels are available for existing Encores (see back page) as well as kits for recessed and 2x2 installations (see separate spec sheets). Support brackets are provided standard, to prevent sagging of deck.

SHIPPING WEIGHT - 27 pounds (single pack), 48 pounds (double pack).

- **EXPECTED LIFE** Minimum 60,000 to 100,000 hours depending upon the ambient temperature of the installation location. See LSI web site for specific guidance.
- WARRANTY Limited 5-year warranty.
- **LISTING -** UL and ETL listed to UL 1598, UL 8750 and other U.S. and International safety standards. Suitable for wet locations.
- **PHOTOMETRICS** Please visit our web site at <u>www.lsi-industries.com</u> for detailed photometric data.

This product, or selected versions of this product, meet the standards listed below. Please consult factory for your specific requirements.







#### AGENDA - 12/3/2019,... VILLAGE OF TINLEY... LED CANOPY LIGHT - LEGACY<sup>™</sup> (CRUS)

### LUMINAIRE ORDERING INFORMATION

TYPICAL OF	RDER EXAMPLE:	CRUS SC	CHED HO	50 UE WH	Г		
Prefix	Distribution <sup>1</sup>	Light Source	Drive Current	Color Temperature	Input Voltage	Finish	Options
CRUS	SC - Standard Symmetric AC - Asymmetric	LED	VLW - Very Low Watt LW - Low Watt SS - Super Saver	50 - 5000K	UE - Universal Voltage (120-277V)	WHT - White BRZ - Bronze BLK - Black	HL - Hazardous location available on LW and SS
			HO - High Output VHO - Very High Output		347 - 480V		

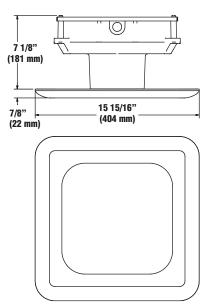
#### FOOTNOTES:

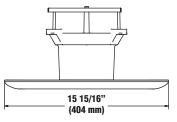
Г

1- AC distribution utilizes a reflector which alters the look from a standard S distribution.

ACCESSORY ORDERING INFORMATION (Access	ories are field installed)		
Description	Order Number	Description	Order Number
Retrofit Panels - EC / ECTA / SCF to CRU, for 16" Deck Panel	525946	Kit - Hole Plugs and Silicone (enough for 25 retrofits) <sup>1</sup>	1320540
Retrofit Panels - ECTA / SCF to CRU, for 12" Deck Panel	530281	1- Consists of (25) 7/8" hole plugs and (1) 10.3 oz tube of RTV	
Retrofit 2x2 Cover Panel Blank (no holes)	357282		
Retrofit RIC Cover Panel Blank (no holes)	354702		

#### DIMENSIONS





		Lume	ens	Watts	, LP	W
		SC	AC	SC/AC	SC	AC
e	VLW - Very Low Watt	9055	7632	61	148	125
White	LW - Low Watt	10525	8884	74	142	120
Cool	SS - Super Saver	13674	11595	98	140	118
_	HO - High Output	18633	15145	132	141	115
_	VHO - Very High Output	22418	17262	159	141	109



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#### VILLAGE OPTIMLEY ...

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Date :

### Slice Medium - SLM Outdoor LED Area Light

The Slice's sleek design makes it perfectlysuited for Commercial & Industrial applications, while its cost-effective die-cast aluminum housing makes its acquisition cost very competitive. The Slice offers high performance silicone optics, die cast aluminum housing, 42,000+ lumens and is available with integral Airlink Synapse controls.

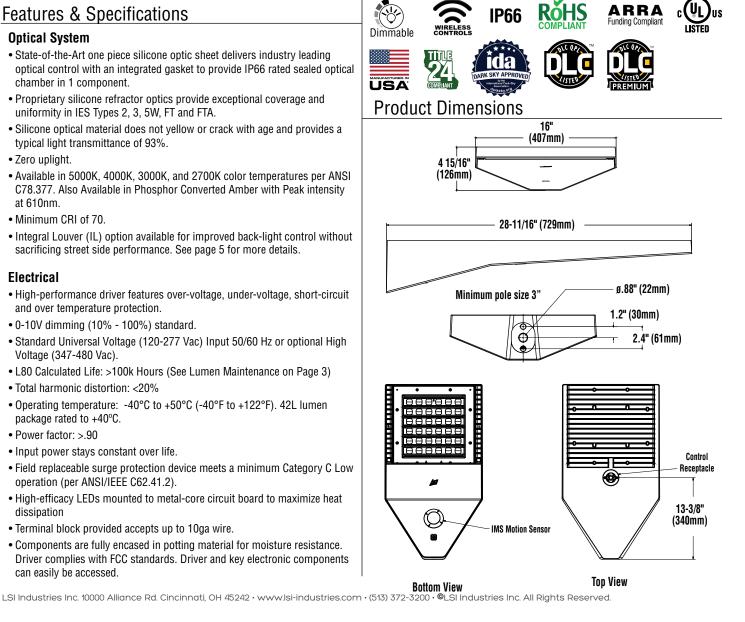
### Features & Specifications

#### **Optical System**

- State-of-the-Art one piece silicone optic sheet delivers industry leading optical control with an integrated gasket to provide IP66 rated sealed optical chamber in 1 component.
- Proprietary silicone refractor optics provide exceptional coverage and uniformity in IES Types 2, 3, 5W, FT and FTA.
- Silicone optical material does not yellow or crack with age and provides a typical light transmittance of 93%.
- · Zero uplight.
- Available in 5000K, 4000K, 3000K, and 2700K color temperatures per ANSI C78.377. Also Available in Phosphor Converted Amber with Peak intensity at 610nm.
- Minimum CRI of 70.
- Integral Louver (IL) option available for improved back-light control without sacrificing street side performance. See page 5 for more details.

#### Electrical

- High-performance driver features over-voltage, under-voltage, short-circuit and over temperature protection.
- 0-10V dimming (10% 100%) standard.
- Standard Universal Voltage (120-277 Vac) Input 50/60 Hz or optional High Voltage (347-480 Vac).
- L80 Calculated Life: >100k Hours (See Lumen Maintenance on Page 3)
- Total harmonic distortion: <20%</li>
- Operating temperature: -40°C to +50°C (-40°F to +122°F). 42L lumen package rated to +40°C.
- Power factor: >.90
- · Input power stays constant over life.
- Field replaceable surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).
- High-efficacy LEDs mounted to metal-core circuit board to maximize heat dissipation
- Terminal block provided accepts up to 10ga wire.
- Components are fully encased in potting material for moisture resistance. Driver complies with FCC standards. Driver and key electronic components can easily be accessed.



Performance



### Slice Medium - SLM Outdoor LED Area Light

### Features & Specifications (Cont.)

#### Construction

- Rugged die-cast aluminum housing contains factory prewired driver and optical unit. Cast aluminum wiring access door located underneath.
- Designed to mount to square poles.
- Luminaire is proudly manufactured in the U.S.of U.S. and imported parts.
- IP66 rated luminaire protects integral components from harsh environments.
- 3G rated for ANSI C136.31 high vibration applications
- Fixtures are finished with LSI's DuraGrip<sup>®</sup> polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling. Other standard LSI finishes available. Consult factory.
- Shipping weight: 30 lbs in carton.

#### Controls

#### Wireless Controls System

- To make this fixture AirLink ready, simply order one of the following options:
- a. The integrated <u>Wireless Lighting Controller</u>: ALSC or ALSCH (see ordering guide) as the controls option, or
- b. Integrated Wireless Controller option (above) with integrated motion sensor: ALSCS (ordering guide for mounting heights) or
- c. The 7-Pin Photoelectric Control Receptacle: CR7P as the controls option; and either the <u>5-Pin or 7-Pin Twist Lock Controller</u>: ALSC UNV TL5 or ALSC UNV TL7 as an accessory

To see how the components of AirLink system work together, reference the diagram in the controls section of this specsheet. For more information on our AirLink products, visit our website: <a href="https://www.lsi-airlink.com/airlink-synapse/">www.lsi-airlink.com/airlink-synapse/</a>

#### **Stand-Alone Controls**

- The integral passive infrared motion sensor (IMS) activates switching of luminaire light levels (see the controls section for more details).
- The 7-pin ANSI C136.41-2013 photocontrol receptacle option (CR7P) is available for twist lock photocontrols or wireless control modules.
- The Button Type Photocells (PCI) are capable of switching luminaires ON/ OFF in response to the amount of available daylight.

#### Installation

- A single fastener secures the hinged door, underneath the housing and provides quick & easy access to the electrical compartment for installing/ servicing.
- Included terminal block provides quick and easy on-site wiring.
- Utilizes LSI's traditional 3" drill pattern for easy fastening of LSI products. (See drawing on page 1)

#### Warranty

• LSI LED Fixtures carry a 5-year warranty.

#### Listings

- Listed to UL 1598 and UL 8750.
- RoHS Compliant.
- American Recovery and Reinvestment Act Funding Compliant.
- IDA compliant; with 3000K color temperature selection.
- Title 24 Compliant; see local ordinance for qualification information.
- Suitable For wet Locations.
- IP66 rated Luminaire. IP66 rated optical chamber.
- 3G rated for ANSI C136.31 high vibration applications

Lumens	Watts	120V	208V	240V	277V	347V	480V
9L	68.2	0.6A	0.3A	0.3A	0.2A	0.2A	0.1A
12L	93.1	0.8A	0.4A	0.4A	0.3A	0.3A	0.2A
18L	148.5	1.2A	0.7A	0.6A	0.5A	0.4A	0.3A
24L	188.8	1.6A	0.9A	0.8A	0.7A	0.5A	0.4A
30L	248.6	2.1A	1.2A	1.0A	0.9A	0.7A	0.5A
36L	317.8	2.6A	1.5A	1.3A	1.1A	0.9A	0.7A
42L	393.4	3.3A	1.9A	1.6A	1.4A	1.1A	0.8A

Electrical data at 25C (77F). Actual wattage may differ by +/-10%

ELECTRIC	ELECTRICAL DATA - PHOSPHOR CONVERTED AMBER (AMPS)*											
Lumens         Watts         120V         208V         240V         277V         347V         480V												
9L	74.3	0.6A	0.4A	0.3A	0.3A	0.2A	0.2A					
12L	102.9	0.9A	0.5A	0.4A	0.4A	0.3A	0.2A					
* Electrical data at OEO (77E). Actual watte as many differ by ( / 100/												

Electrical data at 25C (77F). Actual wattage may differ by +/-10%

RECOMMENDED LUMEN MAINTENANCE <sup>1</sup> (24-42L)										
Ambient	Initial <sup>2</sup>	25 hr²	50 hr²	75 hr³	100 hr³					
0-40 C	100%	100%	97%	94%	92%					

#### **RECOMMENDED LUMEN MAINTENANCE<sup>1</sup>(9-18L)**

Ambient	Initial <sup>2</sup>	25 hr²	50 hr²	75 hr³	100 hr³						
0-50 C	100%	96%	91%	87%	83%						
			•	•							

Lumen maintenance values at 25C are calculated per TM-21 based on LM-80 data and in-situ testing.
 In accordance with IESNA TM-21-11, Projected Values represent interpolated value based on time

durations that are within six times the IESNA LM-80-08 total test duration for the device under testing.
 In accordance with IESNA TM-21-11, Calculated Values represent time durations that exceed six times the IESNA LM-80-08 total test duration for the device under testing

#### DELIVERED LUMENS\*

DELIVENED LUI	VIENO				
Lumen	Distribution	Phosphor Convert	ed Amber (Peak	610nm)	Wallana
Package	Distribution	Delivered Lumens	Efficacy	BUG Rating	Wattage
	2	5958	80	B2-U0-G1	
	2 IL	3735	50	B0-U0-G1	
	3	6196	83	B1-U0-G1	
	3 IL	4205	56	B0-U0-G1	
9L	5W	5528	74	B3-U0-G1	74
	FT	5922	79	B1-U0-G2	
	FT IL	3712	50	B0-U0-G1	
	FTA	5997	80	B2-U0-G2	
	FTA IL	4254	57	B0-U0-G1	
	2	7559	73	B2-U0-G2	
	2 IL	4738	46	B0-U0-G1	
	3	7860	76	B2-U0-G2	
	3 IL	5335	52	B0-U0-G1	
12L	5W	7013	68	B3-U0-G2	103
	FT	7513	73	B2-U0-G2	
	FT IL	4709	46	B0-U0-G2	
	FTA	7608	74	B2-U0-G2	
	FTA IL	5397	52	B0-U0-G1	
*** 55 01 1					

\*LED Chips are frequently updated therefore values are nominal

LUMINA	IRE EPA C	HART -	SLM						
Tilt I	Degree	<b>0</b> °	30°	45°	Tilt [	Degree	0°	30°	45°
	Single	0.5	2.1	2.6		T90°	1.2	2.9	3.6
	D180°	1.1	2.1	2.6	**	TN120°	1.3	4.4	5.4
₹	D90°	0.9	2.5	3.1		Q90°	1.2	2.9	3.6

Specifications and dimensions subject to change without notice.

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### Slice Medium - SLM Outdoor LED Area Light

				2700K CCT			3000K CCT			4000K CCT			5000K CCT		-
Lumen Package	Distribution	CRI	Delivered Lumens	Efficacy	BUG Rating	Delivered Lumens	Efficacy	BUG Rating	Delivered Lumens	Efficacy	BUG Rating	Delivered Lumens	Efficacy	BUG Rating	Wattag
	2	70	8349	122	B2-U0-G2	8576	125	B2-U0-G2	9396	137	B2-U0-G2	9784	143	B2-U0-G2	
	2 IL	70	5185	76	B0-U0-G1	5326	78	B0-U0-G1	5835	85	B0-U0-G1	6076	89	B0-U0-G1	
	3	70	8571	125	B1-U0-G2	8804	129	B1-U0-G2	9646	141	B2-U0-G2	10044	147	B2-U0-G2	_
9L	3 IL 5W	70 70	6283 8158	92 119	B0-U0-G2 B3-U0-G2	6454 8380	94 122	B0-U0-G2 B3-U0-G2	7071 9181	103 134	B0-U0-G2 B3-U0-G2	7363 9560	107 140	B0-U0-G2 B4-U0-G2	69
9L	FT	70	8337	122	B2-U0-G2	8563	122	B2-U0-G2	9382	134	B2-U0-G2	9560	140	B2-U0-G2	09
	FTIL	70	5393	79	B0-U0-G2	5540	81	B0-U0-G2	6069	89	B0-U0-G2	6320	92	B0-U0-G2	
	FTA	70	8459	123	B2-U0-G2	8689	127	B2-U0-G2	9520	139	B2-U0-G2	9913	145	B2-U0-G2	]
	FTA IL	70	6200	91	B1-U0-G1	6369	93	B1-U0-G1	6978	102	B1-U0-G1	7266	106	B1-U0-G1	
	2	70	11157	119	B2-U0-G2	11461	122	B2-U0-G2	12556	134	B3-U0-G2	13075	139 86	B3-U0-G2	-
-	2 IL 3	70 70	6929 11454	74 122	B1-U0-G1 B2-U0-G2	7117 11766	76 125	B1-U0-G2 B2-U0-G2	7798 12890	83 137	B1-U0-G2 B2-U0-G2	8119 13423	143	B1-U0-G2 B2-U0-G2	-
	3 IL	70	8396	89	B0-U0-G2	8625	92	B0-U0-G2	9449	101	B2-00-G2 B0-U0-G2	9839	105	B2-00-G2 B0-U0-G2	-
12L	5W	70	10902	116	B4-U0-G2	11199	119	B4-U0-G2	12269	131	B4-U0-G2	12775	136	B0-00-G2	94
	FT	70	11141	119	B2-U0-G2	11444	122	B2-U0-G2	12538	133	B2-U0-G3	13055	139	B2-U0-G3	
	FT IL	70	7207	77	B0-U0-G2	7403	79	B0-U0-G2	8110	86	B0-U0-G2	8445	90	B0-U0-G2	-
	FTA	70	11304	120	B2-U0-G2	11612	124	B2-U0-G2	12722	135	B2-U0-G2	13247	141	B2-U0-G2	-
	FTA IL	70 70	8286 16714	88 112	B1-U0-G1 B3-U0-G3	8511 17168	91 115	B1-U0-G1 B3-U0-G3	9325 18809	99 126	B1-U0-G1 B3-U0-G3	9710 19586	103 131	B1-U0-G1 B3-U0-G3	
	2 IL	70	10714	69	B1-U0-G2	10662	71	B1-U0-G2	11681	78	B3-00-G3 B1-U0-G2	12163	81	B3-00-G3 B1-U0-G2	-
	3	70	17158	115	B2-U0-G3	17625	118	B2-U0-G3	19310	129	B3-U0-G3	20107	134	B3-U0-G3	-
	3 IL	70	12578	84	B1-U0-G2	12920	86	B1-U0-G2	14155	95	B1-U0-G2	14739	99	B1-U0-G2	
18L	5W	70	16331	109	B4-U0-G2	16776	112	B4-U0-G2	18379	123	B4-U0-G2	19138	128	B5-U0-G3	150
	FT	70	16689	112	B3-U0-G3	17143	115	B3-U0-G3	18781	126	B3-U0-G4	19557	131	B3-U0-G4	-
	FT IL FTA	70 70	<u>10795</u> 16934	72 113	B1-U0-G2 B3-U0-G3	11089 17395	74 116	B1-U0-G2 B3-U0-G3	12149 19058	81 127	B1-U0-G3 B3-U0-G3	12651 19844	85 133	B1-U0-G3 B3-U0-G3	-
	FTAIL	70	12412	83	B1-U0-G1	12750	85	B1-U0-G2	13969	93	B3-00-G3 B1-U0-G2	19644	97	B1-U0-G2	-
	2	70	20880	112	B3-U0-G3	22701	121	B4-U0-G3	24276	130	B4-U0-G3	24784	133	B1-00-G2 B4-U0-G3	1
	2 IL	70	13100	70	B1-U0-G2	14243	76	B1-U0-G2	15231	81	B1-U0-G2	15550	83	B1-U0-G2	
	3	70	21739	116	B3-U0-G3	23636	126	B3-U0-G4	25275	135	B3-U0-G4	25804	138	B3-U0-G4	-
0.41	3 IL	70	15828	85	B1-U0-G3	17209	92	B1-U0-G3	18403	98	B1-U0-G4	18788	100	B1-U0-G4	107
24L	5W FT	70 70	20632 21611	110 116	B5-U0-G3 B3-U0-G4	22432 23496	120 126	B5-U0-G3 B3-U0-G4	23988 25126	128 134	B5-U0-G3 B3-U0-G4	24490 25652	131 137	B5-U0-G3 B3-U0-G4	187
	FTIL	70	13692	73	B1-U0-G3	14886	80	B1-U0-G3	15919	85	B3-00-04 B1-U0-G3	16252	87	B3-00-G4 B1-U0-G3	-
	FTA	70	21496	115	B3-U0-G3	23371	125	B3-U0-G3	24992	134	B3-U0-G3	25515	136	B3-U0-G3	1
	FTA IL	70	15226	81	B1-U0-G2	16555	89	B1-U0-G2	17703	95	B2-U0-G2	18073	97	B2-U0-G2	
	2	70	26581	108	B4-U0-G3	28900	117	B4-U0-G3	30905	125	B4-U0-G3	31551	128	B4-U0-G3	_
	2 IL	70	16677	68	B1-U0-G2	18132	73	B1-U0-G2	19390	79	B1-U0-G2	19796	80	B1-U0-G2	-
	3 3 IL	70 70	27675 20150	112 82	B3-U0-G4 B1-U0-G4	30089 21908	122 89	B3-U0-G4 B1-U0-G4	32176 23428	130 95	B3-U0-G4 B1-U0-G4	32850 23918	133 97	B3-U0-G4 B1-U0-G4	-
30L	5W	70	26266	106	B5-U0-G3	28557	116	B5-U0-G3	30538	124	B5-U0-G4	31177	126	B1-00-04 B5-U0-G4	247
	FT	70	27512	111	B3-U0-G4	29912	121	B3-U0-G4	31987	130	B3-U0-G4	32656	132	B3-U0-G5	
	FT IL	70	17430	71	B1-U0-G3	18951	77	B1-U0-G4	20266	82	B1-U0-G4	20690	84	B1-U0-G4	
	FTA	70	27365	111	B3-U0-G3	29752	120	B4-U0-G3	31816	129	B4-U0-G3	32482	132	B4-U0-G3	-
	FTA IL 2	70	19384	78	B2-U0-G2	21075 35025	85 111	B2-U0-G2	22537 37454	91	B2-U0-G2	23008 38238	93 121	B2-U0-G2	
	2 IL	70 70	32214 20212	102 64	B4-U0-G3 B1-U0-G2	21975	69	B4-U0-G3 B1-U0-G3	23499	118 74	B4-U0-G3 B2-U0-G3	23991	76	B4-U0-G4 B2-U0-G3	-
	3	70	33540	106	B3-U0-G4	36466	115	B3-U0-G5	38996	123	B2-00-G5	39812	126	B2-00-G3 B3-U0-G5	1
	3 IL	70	24421	77	B1-U0-G4	26551	84	B1-U0-G4	28393	90	B1-U0-G4	28987	92	B1-U0-G5	
36L	5W	70	31832	101	B5-U0-G4	34609	109	B5-U0-G4	37010	117	B5-U0-G4	37785	119	B5-U0-G4	317
	FT	70	33342	105	B3-U0-G5	36251	114	B3-U0-G5	38766	122	B4-U0-G5	39577	125	B4-U0-G5	-
	FTIL	70	21125	67	B1-U0-G4	22968	73	B1-U0-G4	24561	78	B1-U0-G4	25075	79	B1-U0-G4	-
	FTA FTA IL	70	33164 23492	105 74	B4-U0-G3 B2-U0-G2	36058 25541	114 81	B4-U0-G4 B2-U0-G2	38559 27313	122 86	B4-U0-G4	<u>39366</u> 27885	124 88	B4-U0-G3 B2-U0-G2	-
	2	70 70	36785	94	B2-00-G2 B4-U0-G3	39994	103	B2-00-G2 B5-U0-G4	42768	110	B2-U0-G2 B5-U0-G4	43663	112	B2-00-G2 B5-U0-G4	
	2 IL	70	23079	59	B1-U0-G3	25093	64	B2-U0-G3	26833	69	B2-U0-G3	27395	70	B2-U0-G3	
	3	70	38299	98	B3-U0-G5	41640	107	B4-U0-G5	44528	114	B4-U0-G5	45460	117	B4-U0-G5	
401	3 IL	70	27886	72	B1-U0-G4	30319	78	B1-U0-G5	32422	83	B1-U0-G5	33100	85	B1-U0-G5	200
42L	5W	70	36349	93	B5-U0-G4	39520	101	B5-U0-G4	42261	108	B5-U0-G4	43145	111	B5-U0-G4	390
	FT	70	38073	98	B4-U0-G5	41395 26226	106 67	B4-U0-G5	44266	114 72	B4-U0-G5 B1-U0-G4	45192 28632	116 73	B4-U0-G5	
	FT IL FTA	70 70	24122 37870	62 97	B1-U0-G4 B4-U0-G4	41174	67 106	B1-U0-G4 B4-U0-G4	28045 44030	72 113	B1-U0-G4 B4-U0-G4	<u>28632</u> 44951	115	B1-U0-G4 B4-U0-G4	
	FTA IL	70	26825	97 69	B2-U0-G2	29165	75	B2-U0-G4 B2-U0-G2	31188	80	B2-U0-G2	31841	82	B4-00-G4 B2-U0-G2	1

\*LED Chips are frequently updated therefore values are nominal

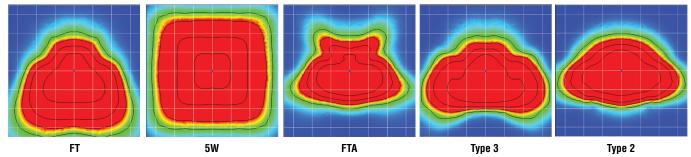
Specifications and dimensions subject to change without notice.



### Slice Medium - SLM Outdoor LED Area Light

### Performance (Cont.)

All published luminaire photometric testing performed to IESNA LM-79 standards. ISO footcandle plots below demonstrate the Slice (SLM) light patterns only. Not for total fixture output. For complete specifications and IES files, see website.



### Ordering Guide

### TYPICAL ORDER EXAMPLE: SLM LED 36L SIL FTA UNV DIM 50 70CRI ALSCSO4 BRZ IL

Luminaire Prefix	Light Source	Lumen Package*	Light Output	Distribution	<b>Orientation</b> <sup>1</sup>	Voltage	Driver
SLM Slice Medium	LED	9L - 9,000 lms 12L - 12,000 lms 18L - 18,000 lms 24L - 24,000 lms 30L - 30,000 lms 36L - 36,000 lms 42L - 42,000 lms *Consult factory for programmable wattages and lumen packages	SIL - Silicone	<ul> <li>2 - Type 2</li> <li>3 - Type 3</li> <li>5W - Type 5 Wide</li> <li>FT - Forward Throw</li> <li>FTA - Forward Throw Automotive</li> </ul>	(blank) - standard L- Optics rotated left 90 R - Optics rotated right 90	UNV - Universal Voltage (120-277V) HV - High Voltage (347-480V)	<b>DIM</b> - 0-10V Dimming (0-10%)

Color Temp	Color Rendering	Controls (Choose One)	Finish	Options
<b>50</b> - 5,000 CCT	70CRI - 70 CRI	(Blank) - None	BRZ - Bronze	(Blank) - None
40 - 4,000 CCT 30 - 3,000 CCT <sup>2</sup> 27 - 2,700 CCT <sup>2</sup> AMB - Phosphor Converted Amber <sup>2,3</sup>		Wireless Controls System           ALSC - AirLink Synapse Control System 4           ALSC1 - AirLink Synapse Control System Host / Satelite 4.5           ALSC301 - AirLink Synapse Control System Host / Satelite with 8-12' Motion Sensor 4           ALSCHS01 - AirLink Synapse Control System Host / Satelite with 8-12' Motion Sensor 4.5           ALSCHS02 - AirLink Synapse Control System Host / Satelite with 8-12' Motion Sensor 4.5           ALSCHS02 - AirLink Synapse Control System Host / Satelite with 12-20' Motion Sensor 4.5           ALSCHS02 - AirLink Synapse Control System With 12-20' Motion Sensor 4           ALSCHS04 - AirLink Synapse Control System Host / Satelite with 12-20' Motion Sensor 4.5           ALSCHS04 - AirLink Synapse Control System Host / Satelite with 20-40' Motion Sensor 4.5           Stand-Alone Controls           EXT - 0-10v Dimming (from external signal)           IMSOM4 - Integral Motion Sensor 8-12' 120-277V 4.6           IMSOM4 - Integral Motion Sensor 12-20' 347-480V 6           IMSOM4 - Integral Motion Sensor 20-40' 347-480V 6           IMSOM24V - Integral Motion Sensor 20-40' 347-480V 6           IMSOM4V - Integral Motion Sensor 20-40' 347-480V 6           IMSOM4WV - In	BLK - Black GPT - Graphite MSV - Metallic Silver WHT - White PLP - Platinum Plus SVG - Satin Verde Green	L - Integral Louver HSS <sup>1</sup>



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### Accessory Ordering Information<sup>8</sup>

Description	Order Number	Description	Order Number	
PC120 Photocell for use with CR7P option (120V) <sup>9</sup>	122514 DFK208, 240 Double Fusing (208V, 240V)		DFK240	
PC208-277 Photocell for use with CR7P option (208V, 240V, 277V) <sup>9</sup>	122515	DFK480 Double Fusing (480V)	DFK480	
PC347 Photocell for use with CR7P option (347V) <sup>9</sup>	159516	DFK347 Double Fusing (347V)	DFK347	
PC480 Photocell for use with CR7P option (480V) <sup>9</sup>	1225180	X5RPP - Round Pole Adapter for 5" Poles <sup>10</sup>	379968CLR	
ALSC UNV TL5 - Airlink 5Pin Twist Lock Controller <sup>4,9</sup>	661409	IL - Integral Louver HSS	684812	
ALSC UNV TL7 - Airlink 7Pin Twist Lock Controller <sup>4,9</sup>	661410	Universal Mounting Bracket (UMB) <sup>10</sup>	684616CLR	
PMOS24 - 24V Pole-Mount Occupancy Sensor (ALSC/H Compatible) <sup>10</sup>	663284CLR	Adjustable Slip Fitter (ASF) <sup>10</sup>	688138CLR	
IMS/PC Remote Configurator Tool	584929	Pole Quick Mount Bracket - Square Pole <sup>10</sup>	687073CLR	
X3RPP - Round Pole Adapter for 3" Round Tapered Poles <sup>10</sup>	408273CLR	Pole Quick Mount Bracket - 4-5" Round Pole <sup>10</sup>	689903CLR	
X4RPP - Round Pole Adapter for 4" Poles <sup>10</sup>	379967CLR	15° Tilt Pole Quick Mount Bracket - Square Pole10	688003CLR	
FK120 Single Fusing (120V)	FK120	15° Tilt Pole Quick Mount Bracket - 4-5" Round Pole <sup>10</sup>	689905CLR	
FK277 Single Fusing (277V)	FK277	BKS XBO WM * CLR Wall Mount Bracket <sup>10</sup>	382132CLR	

#### FOOTNOTES:

- 1 Not available on "Type 5W" distribution.
- 2 Consult Factory for availability.
- 3 Only available in 9L and 12L Lumen Packages
- 4 Not available in HV.
- 5 Consult Factory for Site Layout
- 6 IMS is field adjustable, via a hand held Remote Configurator Tool, which must be ordered separately. See Accessory Ordering Information.
- 7 Control device must be ordered separately. 7 pin standard. See Accessory Ordering Information.
- 8 Accessories are shipped seperately and field installed.
- 9 Factory installed CR7P option required. See Options.
- 10 "CLR" denotes finish. See Finish options.

### Accessories/Options

#### Integral Louver (IL)

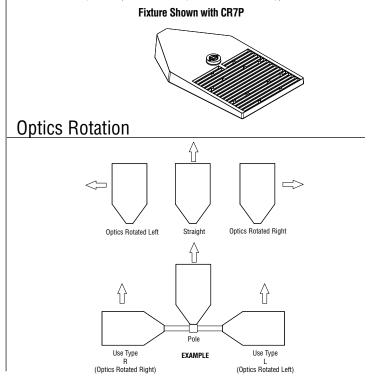
Accessory Integral Louver available for improved back-light control without sacrificing street side performance. LSI's Integral Louver (IL) option delivers backlight control that significantly reduces light spill behind the pole for applications with pole locations close to adjacent properties. The integrated louvers' design maximizes forward-reflected light while - reducing glare, maintaining the optical distribution selected, and most importantly, eliminating light trespass. The Integral louver rotates with the optical distribution.

#### Luminaire Shown with Integral Louver (IL)



#### 7 Pin Photoelectric Control

7-pin ANSI C136.41-2013 control receptacle option available for twist lock photocontrols or wireless control modules. Control accessories sold separately. Dimming leads from the receptacle will be connected to the driver dimming leads (Consult factory for alternate wiring).





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#### Stand-alone Controls: Occupancy Sensor (IMS)

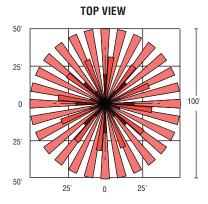
The integral passive infrared motion sensor activates switching of luminaire light levels. Standard Factory settings: High level light is activated and increased to full bright upon detection of motion. Lowlight level (10% maximum drive current) is activated when target zone is absent of motion activity for ~5 minutes. See coverage diagram for detection cone.

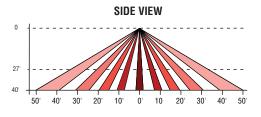
The Remote Configurator Tool allows for easy and safe programming of each luminaire from ground level. See the <u>Remote Configurator User Guide</u> for programming instructions.

When ordering the Stand-alone Occupancy Sensor on the fixture, you must include IMS (see ordering guide for mounting height options) as the controls option in the fixture nomenclature.

To order as a motion sensor with the AirLink Wireless Control System, see ordering guide under "Wireless Controls System" and select the ALSCS controls option with the desired mounting height.

#### **IMS Coverage Diagrams**





**Remote Configurator Tool** 



Luminaire Shown with IMS



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### Slice Medium - SLM Outdoor LED Area Light

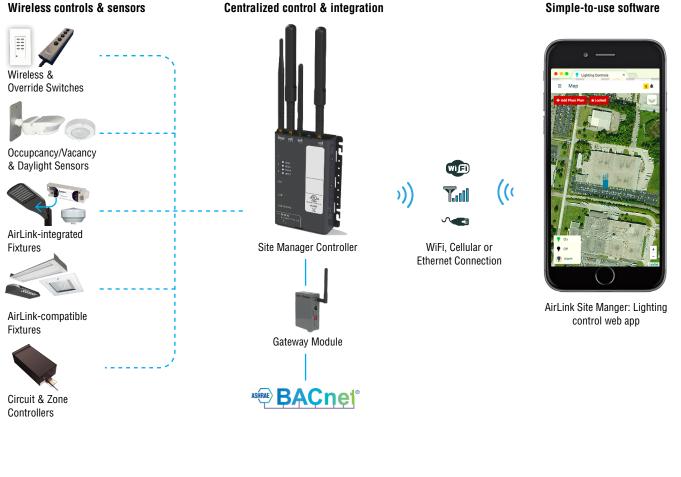


The AirLink enabled by Synapse Wireless Lighting Control System is the perfect solution for commercial, industrial and municipal applications, such as: auto dealerships, parking lots, garages, shopping complexes and warehouses.

AirLink utilizes robust wireless communication via 2.4 GHz Self-Healing Mesh Network which not only increases reliability and accuracy of system, but also eliminates single point of failure. The flexibility of the system make it perfect for new construction and retrofit projects. The user-friendly AirLink web application is accessible through any device with an internet connection and allows for complete customization of the system's features.

Some capabilities of the system include: occupancy/vacancy sensing, daylight harvesting, scheduling, high-end trim, dimming, zone control, BMS integration and energy monitoring.

#### The AirLink System



#### **Contact LSI Controls**





controls.support@lsi-industries.com 1 (800) 436-7800 (support, option 8)



More information

For more information on AirLink, visit our website at **www.lsi-airlink.com** 

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Slice Medium - SLM Outdoor LED Area Light

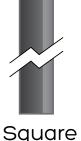
# poles & Brackets

LSI offers a full line of poles and brackets to complete your lighting assembly. Our USA manufacturing facility has the same high quality standards for our poles and brackets as we do our lighting fixtures.



### **BKA UMB CLR**

The 3G rated Universal Mounting Bracket (UMB) allows for seemless integration of LSI Luminaires onto existing or new construction poles. The UMB bracket was designed specifically for square or round (tapered/ straight) poles with (2) mounting hole spaces between 3.5"-5".





10'-30'

Pole 14'-39'



Tapered Pole 20'-39'



### **BKA ASF CLR**

The adjustable Slip Fitter is a 3G rated rugged die cast aluminum adapter to mount LSI luminaires onto a 2" (51mm) IP, 2.375" (60mm) O.D. tenon. The Adjustable Slip Fitter can be rotated 180° allowing for tilting LSI luminaires up to 45° and 90° when using a vertical tenon.



BKS PQMH CLR

The Pole Quick Mount Bracket allows for lightning fast installation of LSI luminaires onto existing and new construction poles with LSI's 3" or 5"standard bolt patterns.



### **BKS PQM15 CLR**

The Pole Quick Mount Bracket allows for preset 15° uptilt of LSI luminaires for greater throw of light and increased vertical illumination aswell as fast installation onto poles with LSI's 3" or 5" bolt pattern.

#### AGENDA9 #12/3/2019,...

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Prepared By :

Date :

### Mirada Wall Sconce - XWM Outdoor LED Wall Sconce

The XWM's sleek design makes it perfectlysuited for architectural & commercial applications, while its cost-effective die-cast aluminum housing makes its acquisition cost very competitive. The XWM offers high performance silicone optics, 4 standard CCTs, 5 lumen packages, and is available with integral Airlink™ Wireless Controls.

### Features & Specifications

#### **Optical System**

• State-of-the-Art one piece silicone optic sheet delivers industry leading optical control with an integrated gasket to provide IP65 rated sealed optical chamber in 1 component.

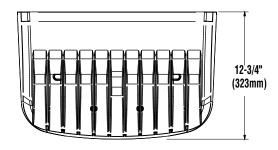
- Proprietary silicone refractor optics provide exceptional coverage and uniformity in IES Types 2, 3, and Forward Throw (FT).
- Silicone optical material does not yellow or crack with age and provides a typical light transmittance of 93%.
- Zero uplight.
- Available in 5000K, 4000K, 3000K, and 2700K color temperatures per ANSI C78.377.
- Minimum CRI of 70.

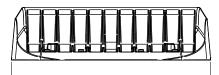
#### Electrical

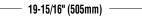
- High-performance driver features over-voltage, under-voltage, short-circuit and over temperature protection.
- 0-10V dimming (10% 100%) standard.
- Standard Universal Voltage (120-277 Vac) Input 50/60 Hz or optional High Voltage (347-480 Vac).
- L80 Calculated Life: >100k Hours (See Lumen Maintenance on Page 2)
- Total harmonic distortion: <20%
- Operating temperature: -40°C to +50°C (-40°F to +122°F).
- Power factor: >.90
- Input power stays constant over life.
- Field replaceable surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).
- High-efficacy LEDs mounted to metal-core circuit board to maximize heat dissipation
- Terminal block provided accepts up to 10ga wire.
- Components are fully encased in potting material for moisture resistance. Driver complies with FCC standards. Driver and key electronic components can easily be accessed via hinged door.
- Optional 120v-277v integral emergency battery pack is available. The 90-minute batteries provide constant power to the LED system, ensuring code compliance. A test switch/indicator button is installed on the housing for ease of maintenance. Operating temperature for standard battery backup: -0°C to +50°C (-32°F to +122°F), Cold Weather battery backup: -20°C to +50°C (-4°F to +122°F).

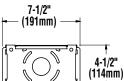


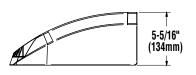
### **Product Dimensions**











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# Mirada Wall Sconce - XWM Outdoor LED Wall Sconce

# Features & Specifications (Cont.)

## Construction

- Rugged die-cast aluminum housing contains factory prewired driver and optical unit. Hinged die-cast aluminum wiring access door located underneath.
- · Galvanized-steel universal wall mount bracket comes standard with hinging mechanism to easily access the junction box wire connections without removing the luminaire.
- Optional pole-mounting bracket (XPMA) permits mounting to standard poles. 3G rated per ANSI C136.31 for high vibration applications when polemounted with XPMA.
- Luminaire is proudly manufactured in the U.S. of U.S. and imported parts.
- IP65 rated luminaire protects integral components from harsh environments.
- Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling. Other standard LSI finishes available. Consult factory.
- Shipping weight: 30 lbs in carton.

### Controls

#### Wireless Controls System

- To make this fixture AirLink ready, simply order one of the following options:
- a. The integrated Wireless Lighting Controller: ALSC or ALSCH (see ordering guide) as the controls option, or
- b. Integrated Wireless Controller option (above) with integrated motion sensor: ALSCS (ordering guide for mounting heights)

To see how the components of AirLink system work together, reference the diagram in the controls section of this specsheet. For more information on our AirLink products, visit our website: www.lsi-airlink.com/airlink-synapse/ **Stand-Alone Controls** 

- . The integral passive infrared motion sensor (IMS) activates switching of luminaire light levels (see the controls section for more details).
- The Button Type Photocells (PCI) are capable of switching luminaires ON/ OFF in response to the amount of available daylight.

#### Installation

- . Universal wall mounting plate easily mounts directly to 4" octagonal or square junction box.
- 2 fasteners secure the hinged door underneath the housing and provide quick & easy access to the electrical compartment for installing/servicing.
- · Included terminal block provides quick and easy on-site wiring.

### Warranty

- LSI LED Fixtures carry a 5-year warranty.
- 1 Year warranty on optional Battery Back Up. Test regularly in accordance with local codes.

### Listings

- Listed to UL 1598 and UL 8750.
- · RoHS Compliant.
- American Recovery and Reinvestment Act Funding Compliant.
- IDA compliant: with 3000K or lower color temperature selection.
- Title 24 Compliant; see local ordinance for gualification information.
- · Suitable for wet Locations.
- IP65 rated luminaire. IP65 rated optical chamber.
- 3G rated for ANSI C136.31 high vibration applications when pole mounted using optional XPMA bracket
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC gualified. Please check the DLC Qualified Products List

# Performance

ELECTRICAL DATA*									
Lumen Package	Watts	120V	208V	240V	277V	347V	480V		
03L	22.6	0.19	0.11	0.09	0.08	0.07	0.05		
04L	29.5	0.25	0.14	0.12	0.11	0.09	0.06		
06L	44.7	0.37	0.21	0.19	0.16	0.13	0.09		
08L	62.0	0.52	0.30	0.26	0.22	0.18	0.13		
12L	102.2	0.85	0.49	0.43	0.37	0.29	0.21		

\*Electrical data at 25C (77F). Actual wattage may differ by +/-10%.

### **RECOMMENDED LUMEN MAINTENANCE (3L-6L)<sup>1</sup>**

Ambient Temperature C	Initial <sup>2</sup>	25K hrs.²	50K hrs. <sup>3</sup>	75K hrs. <sup>3</sup>	100K hrs. <sup>3</sup>			
0 C	100%	98%	95%	93%	90%			
10 C	100%	98%	95%	93%	90%			
20 C	100%	98%	95%	93%	90%			
25 C	100%	98%	95%	93%	90%			
30 C	100%	98%	95%	93%	90%			
40 C	100%	98%	95%	93%	90%			
50 C	100%	98%	96%	94%	91%			

#### RECOMMENDED LUMEN MAINTENANCE (8L-12L)<sup>1</sup>

Ambient Temperature C	Initial <sup>2</sup>	25K hrs.²	50K hrs. <sup>3</sup>	75K hrs. <sup>3</sup>	100K hrs. <sup>3</sup>
0 C	100%	97%	94%	90%	87%
10 C	100%	97%	94%	90%	87%
20 C	100%	97%	94%	90%	87%
25 C	100%	97%	93%	90%	86%
30 C	100%	97%	93%	90%	85%
40 C	100%	97%	93%	88%	84%
50 C	100%	96%	91%	87%	83%

1 - Lumen maintenance values at 25C are calculated per TM-21 based on LM-80 data and in-situ testina

2 - In accordance with IESNA TM-21-11, Projected Values represent interpolated value based on time durations that are within six times the IESNA LM-80-08 total test duration for the device under testing.

3 - Lumen maintenance values at 25C are calculated per TM-21 based on LM-80 data and in-situ testing times the IESNA LM-80-08 total test duration for the device under testing

Specifications and dimensions subject to change without notice.



# Mirada Wall Sconce - XWM Outdoor LED Wall Sconce

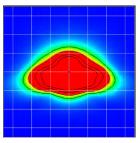
# Performance (Cont.)

DELIV	ERED LUM	ENS*													
				2700K			3000K			4000K			5000K		
Lumen Package	Distribution	CRI	Delivered Lumens	Efficacy	BUG Rating	Wattage									
	2	70	2703	120	B1-U0-G1	2822	125	B1-U0-G1	3088	137	B1-U0-G1	3088	137	B1-U0-G1	
03L	3	70	2752	122	B1-U0-G1	2873	127	B1-U0-G1	3144	139	B1-U0-G1	3144	139	B1-U0-G1	22.6
	FT	70	2718	120	B1-U0-G1	2838	126	B1-U0-G1	3105	137	B1-U0-G1	3105	137	B1-U0-G1	
	2	70	3546	120	B1-U0-G1	3702	125	B1-U0-G1	4051	137	B1-U0-G1	4051	137	B1-U0-G1	
04L	3	70	3610	122	B1-U0-G1	3769	128	B1-U0-G1	4124	140	B1-U0-G1	4124	140	B1-U0-G1	29.5
	FT	70	3565	121	B1-U0-G1	3722	126	B1-U0-G1	4073	138	B1-U0-G1	4073	138	B1-U0-G1	
	2	70	5274	118	B2-U0-G1	5506	123	B2-U0-G2	6025	135	B2-U0-G2	6025	135	B2-U0-G2	
06L	3	70	5369	120	B1-U0-G1	5606	125	B1-U0-G1	6134	137	B1-U0-G2	6134	137	B1-U0-G2	44.7
	FT	70	5303	119	B1-U0-G2	5536	124	B1-U0-G2	6058	136	B1-U0-G2	6058	136	B1-U0-G2	
	2	70	6996	113	B2-U0-G2	7304	118	B2-U0-G2	7993	129	B2-U0-G2	7993	129	B2-U0-G2	
08L	3	70	7123	115	B1-U0-G2	7437	120	B1-U0-G2	8138	131	B2-U0-G2	8138	131	B2-U0-G2	62.0
	FT	70	7035	113	B1-U0-G2	7345	118	B2-U0-G2	8037	130	B2-U0-G2	8037	130	B2-U0-G2	
	2	70	10516	103	B2-U0-G2	10979	107	B3-U0-G3	12014	118	B3-U0-G3	12014	118	B3-U0-G3	
12L	3	70	10707	105	B2-U0-G2	11178	109	B2-U0-G2	12232	120	B2-U0-G2	12232	120	B2-U0-G2	102.2
	FT	70	10574	103	B2-U0-G3	11040	108	B2-U0-G3	12080	118	B2-U0-G3	12080	118	B2-U0-G3	

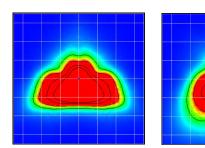
\*LED Chips are frequently updated therefore values are nominal.

# **Photometrics**

All published luminaire photometric testing performed to IESNA LM-79 standards. ISO footcandle plots below demonstrate the Mirada Wall Sconce (XWM) light patterns only. Not for total fixture output. For complete specifications and IES files, see website.



Type 2



Type 3

FT

AGENDA - 12/3/2019,...

# VILLAGE OF TINLEY...



# Mirada Wall Sconce - XWM Outdoor LED Wall Sconce

**Ordering Guide** 

# TYPICAL ORDER EXAMPLE: XWM 2 LED 03L 27 UE BRZ ALSC

Luminaire Prefix	Distribution	LED Technology	Lumen Package*	Color Temp	Voltage	Finish	Controls (Choose One)	Options
XWM - Mirada Wall Sconce	2 - Type 2 3 - Type 3 FT - Type 4 Forward Throw	LED	3L - 3,000 lms 4L - 4,000 lms 6L - 6,000 lms 12L - 12,000 lms *Consult factory for programmable wattages and lumen packages	27 - 2700K <sup>1</sup> 30 - 3000K 40 - 4000K 50 - 5000K	UE - Universal Voltage (120-277V) HV - High Voltage (347-480V)	BRZ - Bronze BLK - Black GPT - Graphite MSV - Metallic Silver WHT - White PLP - Platinum Plus SVG - Satin Verde Green	Wireless Controls         Wireless Control System?         ALSC - Airlink Synapse Control System with 8-12' Motion Sensor?         ALSCS02 - AirLink Synapse Control System with 12-20' Motion Sensor ?         Standalone Controls         DIM - 0-10v Dimming (from external signal)         IMSOM1 - Integral Motion & daylight sensor 8-12' 120-277V <sup>24</sup> IMSOM2 - Integral Motion & daylight sensor 12-20' 120-277V <sup>24</sup> IMSOM1HV - Integral Motion & daylight sensor 8-12' 347-480V <sup>45</sup> IMSOM2HV - Integral Motion & daylight sensor 12-20' 347-480V <sup>45</sup> Button Type Photocells         PCI120 - 120V         PCI347 - 347V	BB - Battery Back-up CWBB - Cold Weather Battery Backup XPMA - Pole Mounting Bracket

# Accessory Ordering Information

Description	Order Number	Description	Order Number
XWM SW BLK - Surface Wiring Box (Available in black only)	356915BLK <sup>6</sup>	DFK208 - Double Fusing	DFK2087
FK120 - Single Fusing	FK120 <sup>7</sup>	DFK240 - Double Fusing	DFK2407
FK277 - Single Fusing	FK277 <sup>7</sup>	DFK480 - Double Fusing	DFK480 <sup>7</sup>
FK347 - Single Fusing	FK3477	IMS Remote Configurator tool	584929

#### FOOTNOTES:

1 - Consult Factory for availability

2 - Not available in HV

3 - Consult Factory for Site Layout

4 - IMS is field adjustable, via a hand held Remote Configurator Tool, which must be ordered separately. See Accessory Ordering Information."

5 - Not available in UE

6 - "CLR" denotes finish. See Finish options.

7 - Fusing must be located in hand hole of pole or in the junction box.

LSI Industries Inc. 10000 Alliance Rd. Cincinnati, OH 45242 • www.lsi-industries.com • (513) 372-3200 • ©LSI Industries Inc. All Rights Reserved.



VILLAGE OF TINLEY...

# Mirada Wall Sconce - XWM Outdoor LED Wall Sconce

## Stand-alone Controls: Occupancy Sensor (IMS)

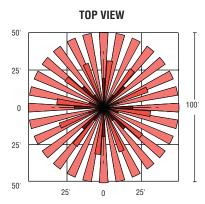
The integral passive infrared motion sensor activates switching of luminaire light levels. Standard Factory settings: High level light is activated and increased to full bright upon detection of motion. Lowlight level (10% maximum drive current) is activated when target zone is absent of motion activity for ~5 minutes. See coverage diagram for detection cone.

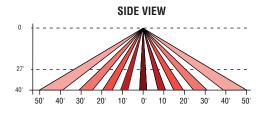
The Remote Configurator Tool allows for easy and safe programming of each luminaire from ground level. See the <u>Remote Configurator User Guide</u> for programming instructions.

When ordering the Stand-alone Occupancy Sensor on the fixture, you must include IMS (see ordering guide for mounting height options) as the controls option in the fixture nomenclature.

To order as a motion sensor with the AirLink Wireless Control System, see ordering guide under "Wireless Controls System" and select the ALSCS controls option with the desired mounting height.

#### **IMS Coverage Diagrams**

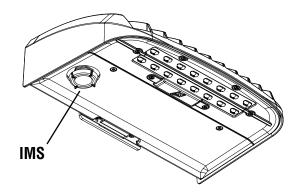




**Remote Configurator Tool** 



Luminaire Shown with IMS



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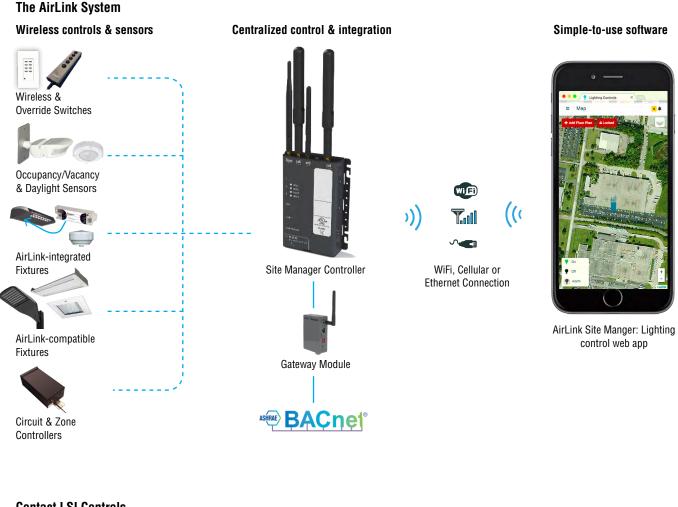
Mirada Wall Sconce - XWM Outdoor LED Wall Sconce



The AirLink enabled by Synapse Wireless Lighting Control System is the perfect solution for commercial, industrial and municipal applications, such as: auto dealerships, parking lots, garages, shopping complexes and warehouses.

AirLink utilizes robust wireless communication via 2.4 GHz Self-Healing Mesh Network which not only increases reliability and accuracy of system, but also eliminates single point of failure. The flexibility of the system make it perfect for new construction and retrofit projects. The user-friendly AirLink web application is accessible through any device with an internet connection and allows for complete customization of the system's features.

Some capabilities of the system include: occupancy/vacancy sensing, daylight harvesting, scheduling, high-end trim, dimming, zone control, BMS integration and energy monitoring.



## **Contact LSI Controls**



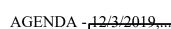


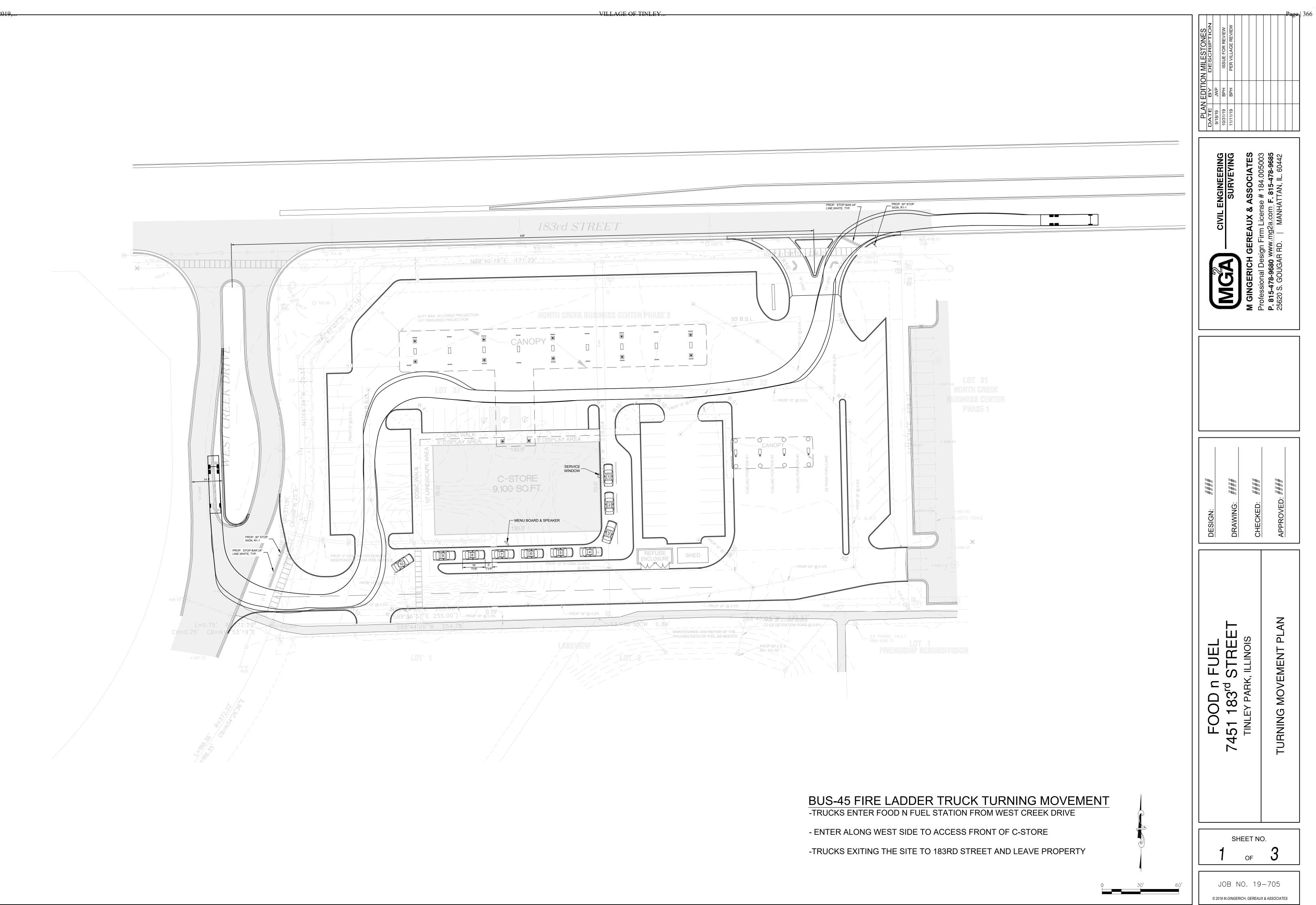
Support controls.support@lsi-industries.com 1 (800) 436-7800 (support, option 8)

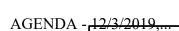


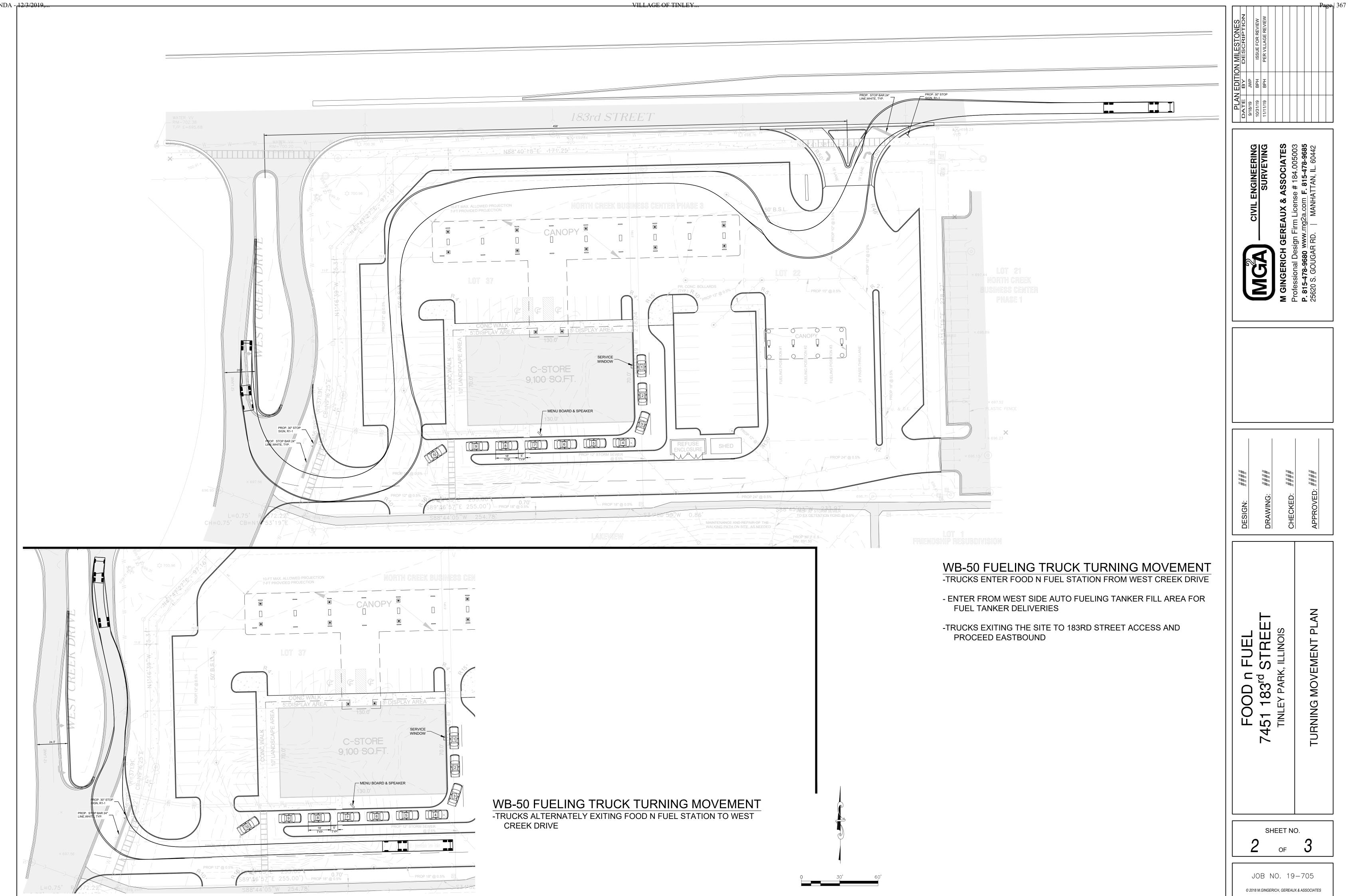
More information

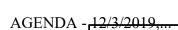
For more information on AirLink, visit our website at **www.lsi-airlink.com** 

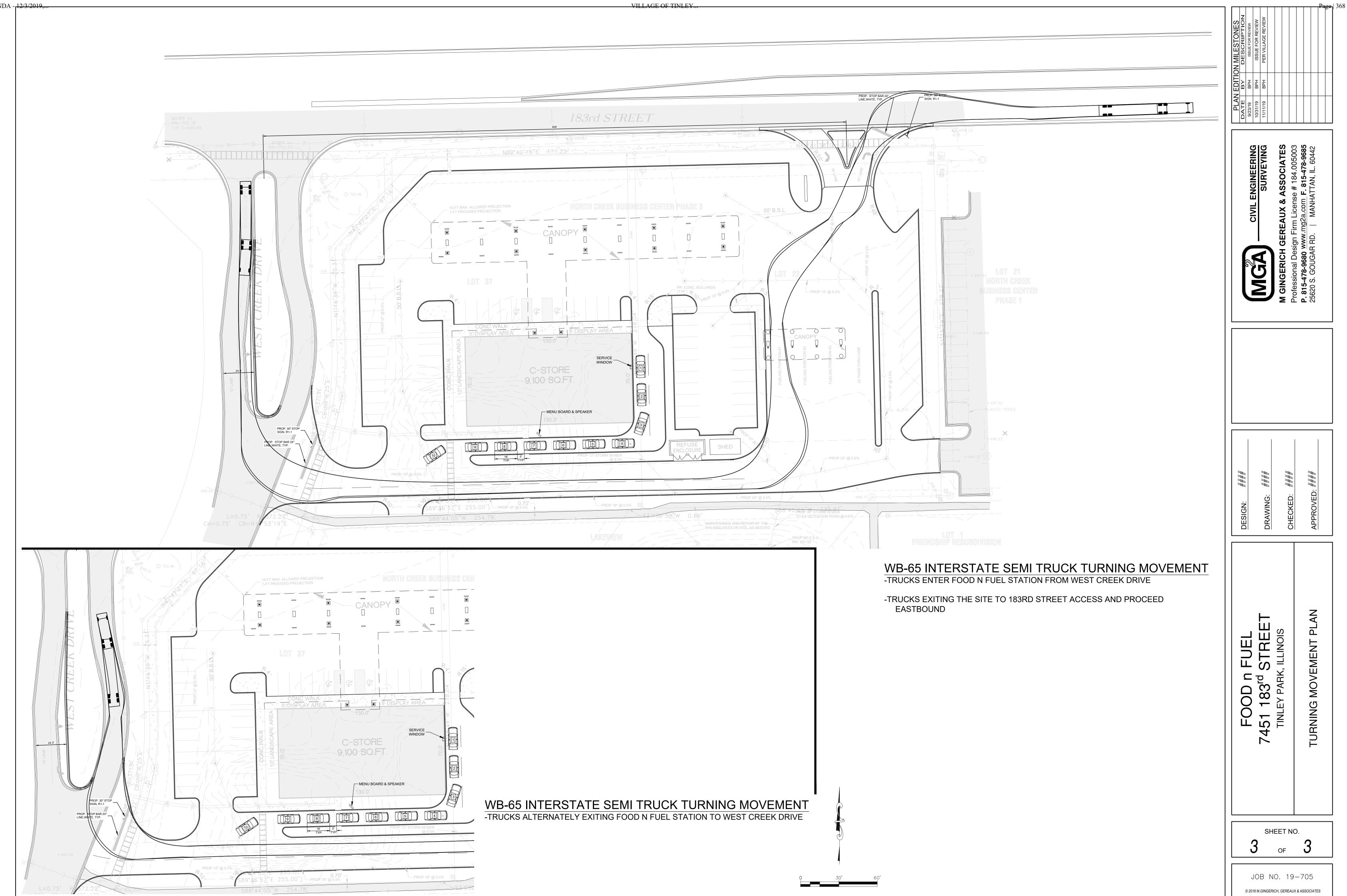














9575 West Higgins Road, Suite 400 | Rosemont, Illinois 60018 p: 847-518-9990 | f: 847-518-9987

MEMORANDUM TO:	Brian P. Hertz, PE MG2A
FROM:	Michael A. Werthmann, PE, PTOE Principal
DATE:	November 12, 2019
SUBJECT:	Traffic and Parking Evaluation Proposed Food N Fuel Tinley Park, Illinois

This memorandum summarizes the results and findings of a traffic and parking evaluation conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for a proposed Food N Fuel fuel center to be located in Tinley Park, Illinois. The fuel center is to be located in the southeast quadrant of the intersection of 183<sup>rd</sup> Street with West Creek Drive. As proposed, the fuel center is to contain 18 passenger vehicle fueling positions, three commercial fueling positions, and an approximate 9,100 square-foot convenience store that will contain an approximate 1,000 square-foot coffee/donut store with a drive-through facility and a second fast-food/quick-service restaurant. Primary access to the fuel center is proposed via a restricted right-turn in/right-turn out access drive on 183<sup>rd</sup> Street and a full access drive on West Creek Drive. **Figure 1** shows an aerial view of the site.

The purpose of this evaluation is to estimate the peak hour trips to be generated by the fuel center, to review the proposed access system, and to examine the adequacy of the proposed parking supply. In addition, per the request of the Village of Tinley Park, the evaluation also observed the operation of the 183<sup>rd</sup> Street/West Creek Drive intersection and examined the proposed operation of the drive-through facility.

# Fuel Center Traffic Generation

The number of peak hour trips estimated to be generated by the proposed fuel center was based on the following vehicle trip generation rates contained in *Trip Generation Manual*, 10<sup>th</sup> Edition, published by the Institute of Transportation Engineers (ITE):

• The "Gasoline/Service Station with Convenience Market" (Land-Use Code 945) trip rates were used for the passenger vehicle fueling positions and convenience store. Given the limited trip generation data for fuel centers with commercial fueling positions, the number of trips generated by the commercial fueling positions was estimated based on previous data from other fueling centers with commercial fueling positions. It is important to note that surveys conducted by ITE have shown that approximately 60 percent of trips made to fuel centers are diverted from the existing traffic on the roadway system. This is particularly true during the weekday morning and evening peak hours when traffic is diverted from the home-to-work and work-to-home trips. Such diverted trips are referred to as pass-by traffic.



Aerial View of Site

Figure 1

- The "Coffee/Donut Shop with Drive-Through Window" (Land-Use Code 937) trip rates were used for the approximate 1,000 square-foot coffee/donut store to be located in the convenience store. ITE surveys have shown that approximately 70 percent of trips made to coffee/donut shops with drive-through lanes are diverted from the existing traffic on the roadway system (pass-by traffic).
- The "Fast Food Restaurant without Drive-Through Window" (Land-Use Code 933) trip rates were used for the approximate 1,500 square-foot restaurant to be located in the convenience store. ITE surveys have shown that approximately 50 percent of trips made to fast food restaurants are diverted from the existing traffic on the roadway system (pass-by traffic).

**Table 1** summarizes the trips projected to be generated by the proposed fuel center.

Table 1 PROJECTED SITE-GENERATED TRAFFIC VOLUMES

ITE Land Use and Code	Weekday Morning Peak Hour				kday Ev Peak Hou	U
	In	Out	Total	In	Out	Total
Gasoline/Service Station with Convenience Market (18 Fueling Positions)	125	120	245	128	124	252
3 Commercial Fueling Positions	<u>12</u>	<u>12</u>	<u>24</u>	<u>12</u>	<u>12</u>	<u>24</u>
Subtotal	137	132	269	140	136	276
60% Pass-By Reduction	-72	-72	-144	-75	-75	-150
Coffee/Donut Store with Drive- Through Window (1,000 s.f.)	45	44	89	22	21	43
70% Pass-By Reduction	-31	-31	- 62	-15	-15	-30
Fast-Food Restaurant without Drive- Through Window (1,500 s.f.)	23	15	38	21	22	43
50% Pass-By Reduction	-9	-9	-18	-11	-11	-22
Total New Trips	93	79	172	82	78	160
Total Pass-By Trips	112	112	224	101	101	202

It should be noted that the "Super Convenience Market/Fuel Center" (Land-Use Code 960) trip rates were not used, as Table 1 includes the traffic to be generated by the coffee/donut store and the fast-food restaurant, both of which will be located in the convenience store. In addition, in order to further present a conservative (worst-case) analysis, no reductions were applied to the trip generation estimates to account for the interaction that will occur between the different uses within the proposed fuel center.

Previous surveys were performed in March 2018 at the Gas N Wash fuel center located in the southwest quadrant of the Harlem Avenue/194<sup>th</sup> Street intersection, which contains 18 passenger vehicle fueling positions, two commercial fueling positions, an approximately 4,800 square-foot convenience store that contains a Dunkin Donuts store with drive-through facility, and a car wash. The results of the surveys showed that the existing Harlem Avenue facility generated a similar volume of total trips (400 during the morning peak hour and 324 during the evening peak hour) compared to the estimated total trips to be generated by the proposed fuel center as shown in Table 1.

# Truck Traffic

According to the operator, approximately 30 to 40 trucks per day use the commercial fueling positions at the existing Harlem Avenue/194<sup>th</sup> Street Gas N Wash fuel center. Over an 18-hour day, this averages to two to three trucks using the fuel center per hour.

# Fuel Center Access System

Access to the proposed fuel center will be provided via the following two access drives:

- A full movement access drive located on the east side of West Creek Drive approximately 300 feet south of 183<sup>rd</sup> Street and just north of an existing access drive on the west side of West Creek Drive. This access drive will provide full access to the passenger fueling positions, convenience store, and the coffee/donut store with drive-through lane and inbound access to the commercial fueling positions. As proposed, the access drive will provide one inbound lane and one outbound lane with the outbound lane under stop sign control. In order to accommodate inbound left-turn movements to the access drive, it is recommended that a separate southbound left-turn lane be provided on West Creek Drive serving the access drive. Given that a 16- to 17-foot southbound lane is provided along the boulevard section of West Creek Drive, the left-turn lane can be accommodated by widening the southbound lane by seven to eight feet into the existing median for a distance of approximately 50 to 75 feet north of the southern end of the median.
- A restricted right-turn in/right-turn out access drive located on the south side of 183<sup>rd</sup> Street approximately 460 feet east of West Creek Drive. This access drive will provide access to the passenger fueling positions, convenience store, and the coffee/donut store with drive-through lane and outbound access from the commercial fueling positions. As proposed, the access drive will provide one inbound lane and one outbound lane channelized and striped to prohibit right-turn movements. The outbound lane should be under stop sign control.

In addition, the fuel center will provide cross access to the Hamada of Japan restaurant located directly east of the subject site. Truck traffic will be restricted from using the cross access via signage. Future cross access will also be provided to the vacant parcel directly south of the site.

# Drive-Through Facility Stacking Evaluation

As proposed, the coffee/donut store drive-through facility is proposed to extend around the east and south sides of the convenience store. The pick-up window will be located on the east side of the convenience store and the order board located on the south side of the convenience store. Vehicles will enter the drive-through facility via the southwest side of the convenience store and exit at the northeast side of the convenience store building. The drive-through facility will provide stacking for a total of 10 vehicles from the pick-up window.

Previous surveys performed by KLOA at similar drive-through facilities show that coffee/donut stores have an average queue of between seven to eight vehicles. In addition, per the request of the Village of Tinley Park, KLOA, Inc. conducted additional surveys at the Dunkin Donuts drive-through facility located at the existing Harlem Avenue/194<sup>th</sup> Street Gas N Wash fuel center. Similar to the proposed coffee/donut store, the Dunkin Donuts at the Gas N Wash is located within the convenience store and both are similar in size. The surveys were performed from 6:00 A.M. to 10:00 P.M. on Wednesday, October 23, 2019 and included observing the number of patrons that used the drive-through facility and the queuing that occurred. The following summarizes the results of the surveys:

- The drive-through facility had a peak demand of 33 vehicles in a 15-minute period and 106 vehicles in a one-hour period.
- The drive-through facility had a maximum queue of eight vehicles that occurred once and a queue of seven vehicles which occurred on three occasions.

As such, the stacking for 10 vehicles should be sufficient to meet the demand of the drive-through facility.

# Parking Evaluation

As proposed, the fuel center is to provide a total of 68 parking spaces that will be distributed throughout the site. In addition, the 18 passenger fueling positions can accommodate 18 passenger vehicles and the three commercial fueling positions can accommodate three trucks.

**Table 2** illustrates the parking requirements of the Village of Tinley Park broken out by proposed land use and total parking as summarized on the Preliminary Site Plan prepared by M Gingerich Gereaux & Associates. From Table 2 it can be seen that the Village of Tinley Park requires a total of 68 parking spaces. As such, the 68 parking spaces to be provided by the fuel center meets the Village's parking requirements.

# Table 2

PARKING REQUIREMENTS OF THE VILLAGE OF TINLEY PARK

Land Use	Size	Parking Requirements	Required Parking Spaces
Retail	5,100 sq. ft.	1 space per 150 square feet	34
Dining/Eating Place	51 seats	1 space per 3 seats	17
Total Employees	12 employees	1 space per employee	12
Gaming Positions	5 positions	1 space per gaming position	5
Total			68

In addition, KLOA, Inc. also performed parking surveys at a similar fuel center to determine the peak parking demand. The parking surveys were performed at the existing Food N Fuel fuel center located in the northeast corner of the intersection of U.S. Route 6 with Cedar Road in unincorporated Will County, which contains 12 passenger fueling positions, two commercial fueling positions, and a 4,096 square-foot convenience store that contains a Dunkin Donuts with a drive-through facility. **Table 3** summarizes the results of the parking surveys that were performed on Wednesday, September 25, 2019 from 7:00 A.M. to 8:00 P.M. From the table it can be seen that the existing Food N Fuel fuel center had a peak parking demand of 23 vehicles, which is significantly lower than the 68 parking spaces to be provided at the proposed fuel center.

# Table 3 U.S. ROUTE 6/CEDAR ROAD FOOD N FUEL PARKING SURVEYS – SEPTEMBER 25, 2019

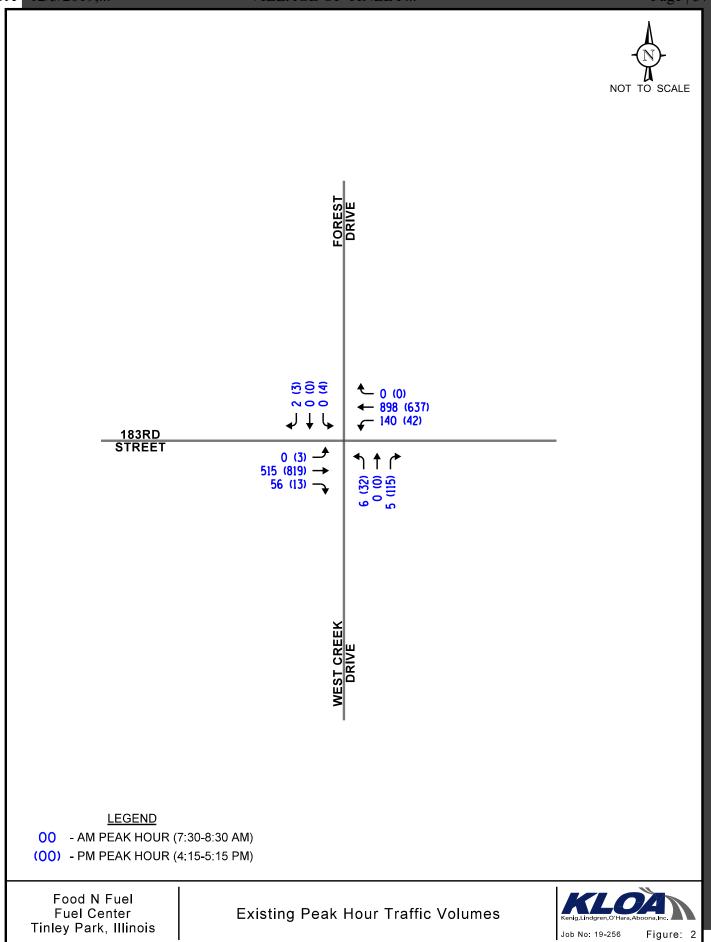
Time	Parked Vehicles	Time	Parked Vehicles
7:00 AM	19	2:00 PM	14
7:30 AM	23	2:30 PM	14
8:00 AM	20	3:00 PM	12
8:30 AM	22	3:30 PM	17
9:00 AM	20	4:00 PM	15
9:30 AM	17	4:30 PM	14
10:00 AM	21	5:00 PM	15
10:30 AM	19	5:30 PM	18
11:00 AM	17	6:00 PM	10
11:30 AM	19	6:30 PM	15
12:00 PM	20	7:00 PM	11
12:30 PM	15	7:30 PM	8
1:00 PM	16	8:00 PM	9
1:30 PM	14		

# 183<sup>rd</sup> Street and West Creek Drive Intersection Traffic Counts and Observations

Per the request of the Village of Tinley Park, weekday morning and evening peak period traffic counts and observations were conducted at the intersection of 183<sup>rd</sup> Street and West Creek Drive. The traffic counts were performed on Wednesday, October 23, 2019 from 6:00 A.M. to 9:00 A.M. and 3:30 P.M. to 6:30 P.M. Based on the traffic counts, the morning peak hour occurred from 7:30 A.M. to 8:30 A.M. and the evening peak hour occurred from 4:15 P.M. to 5:15 P.M. Additional field observations were performed on Monday and Thursday, November 4 and 7, 2019 during the evening peak period. **Figure 2** shows the results of the traffic counts.

The field observations on October 23 showed that the eastbound queue of traffic along 183<sup>rd</sup> Street at the Harlem Avenue intersection extended to and/or beyond West Creek Drive from approximately 4:44 P.M. to 4:50 P.M. and 5:02 P.M. to 5:43 P.M. However, the queues along 183rd Street on November 4 and 7 were significantly less than on October 23 and did not extend to West Creek Drive. Further, it is important to note that IDOT is currently resurfacing Harlem Avenue between U.S. Route 6 and U.S. Route 30 which has reduced the capacity of 183<sup>rd</sup> Street through the Harlem Avenue intersection given the uneven paving along Harlem Avenue and the "bumps" it created along 183<sup>rd</sup> Street. Further, the capacity of 183<sup>rd</sup> Street through the Harlem Avenue intersection may have also been reduced due to other construction activities, including that the traffic signal timings at the Harlem Avenue/183<sup>rd</sup> Street intersection may not have been optimized.

When the queueing did not extend to or past West Creek Drive as observed on November 4, the vehicles exiting from West Creek Drive to 183<sup>rd</sup> Street experienced limited delay. However, as can be expected, the traffic traveling from West Creek Drive to 183<sup>rd</sup> Street experienced some additional delay and queueing when the queues along 183<sup>rd</sup> Street extended to or past West Creek Drive. Traffic was able to exit on to 183<sup>rd</sup> Street via (1) courtesy gaps in the 183<sup>rd</sup> Street traffic stream and/or (2) as the queue cleared the subject intersection. This is similar to any road or access drive that intersects a road within proximity to an intersection that experiences congestion. For example, the 183<sup>rd</sup> Street queue also extends past North Creek Drive, Maple Creek Drive, and the Speedway fuel center access drive, which are all located between West Creek Drive and Harlem Avenue.



When the queueing extends past West Creek Drive it will result in additional delay for patrons traveling to and from the proposed fuel center. Similar to existing conditions, if the 183<sup>rd</sup> Street queue extends past the site, the traffic will have to wait for courtesy gaps in the 183<sup>rd</sup> Street traffic stream and/or when the queue clears the site to enter and exit the fuel center. However, the impact of the fuel center on the existing traffic conditions will be reduced due to the following:

- Surveys performed by the ITE have shown that approximately 50 to 70 percent of the trips generated by fuel centers, coffee/donut stores, and fast-foot restaurants are diverted from the existing traffic on the roadway system (pass-by traffic). As such, the volume of new traffic to be generated by the fuel center will be reduced.
- The peak activity at a coffee/donut store occurs during the morning peak period as opposed to the evening peak period, when the queuing was observed to occur along 183<sup>rd</sup> Street. In fact, a coffee/donut store generates approximately twice as much traffic during the morning peak period compared to the evening peak period.
- Access to the fuel center is proposed to be provided via a right-turn in/right-turn out access drive on 183<sup>rd</sup> Street and a full access drive on West Creek Drive. As such, the fuel center traffic will be distributed over two locations along 183<sup>rd</sup> Street (West Creek Drive and the access drive).
- Given the additional delay traffic may experience traveling to and from the fuel center, it is likely that patrons, particularly truck drivers, will avoid using the fuel center during the times when the 183<sup>rd</sup> Street queue extends past the site. These patrons will likely choose to use another fuel center in the area or learn to frequent the proposed fuel center outside of the limited time that the 183<sup>rd</sup> Street queues extend past the site.

# Crash Data

Finally, KLOA, Inc. obtained crash data<sup>1</sup> for the most recent five years (2013 to 2017) for the intersection of 183<sup>rd</sup> Street with West Creek Drive. A review of the crash data showed that only two crashes have occurred at the intersection over the five-year period and neither crash resulted in any injuries or fatalities.

<sup>&</sup>lt;sup>1</sup> IDOT DISCLAIMER: The motor vehicle crash data referenced herein was provided by the Illinois Department of Transportation. Any conclusions drawn from analysis of the aforementioned data are the sole responsibility of the data recipient(s). Additionally, for coding years 2015 to present, the Bureau of Data Collection uses the exact latitude/longitude supplied by the investigating law enforcement agency to locate crashes. Therefore, location data may vary in previous years since data prior to 2015 was physically located by bureau personnel.

VILLAGE OF TINLEY...



Village of Tinley Park Community Development Dept. 16250 S. Oak Park Ave. Tinley Park, IL 60477 708-444-5100

# VILLAGE OF TINLEY PARK, ILLINOIS PLANNING AND ZONING GENERAL APPLICATION

# **REQUEST INFORMATION**

\*Additional Information is Required for Specific Requests as Outlined in Specific Addendums

Special U	se for: GAS STATION IN ORI DIS	TRICT	
	Init Development (PUD) Conc		inal Deviation
<b>Variation</b>	Residential Commercia		
Annexatio			
	(Map Amendment) From		—
Site Plan	ivision, Consolidation, Public Eas	sement) Prelimin	ary Final
	e Change Approval		
	END ORDINANCE 91-0-083	_	
PROJECT & F	PROPERTY INFORMATION		
Project Name:	LENNY'S FOOD N FUEL 183R	D STREET, LLC	
Project Descriptio			FOOD SERVICE, GAMING, LIQU
Project Address:	183RD ST 745/	Property Index No. (PIN):	09-01-201-016 AND -015
Zoning District:	-ORI	Lot Dimensions & Area:	3.02 ACRE
Estimated Project	Cost: \$		
	oper documentation of ownership and/o	r designated representativ	ve for any corporation.
Name of Owner:	STANDARD BANK TUT 13081	Company:	
Street Address:	2400 W 95TH ST.	City, State & Zip: EVE	RGREEN PARK, IL 60642
E-Mail Address:		Phone Number:	
APPLICANT I	NFORMATION		
Same as Owne	r of Record		
All corresponder Representative (	nce and invoices will be sent to the appli Consent" section must be completed.	cant. If applicant is differ	ent than owner, "Authorized
Name of Applican		Company:	

Name of Applicant.		company:		
Relation To Project:	ATTORNEY FOR LEN MCENER	CONTRACT P	URCHASER	
Street Address:	12417 TAHOE LN	City, State & Zip:	MOKENA, IL 60448	
E-Mail Address:	LCTIEMAN@YAHOO.COM	Phone Number:		



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VILLAGE OF TINLEY PARK. ILLINOIS

PLANNING AND ZONING GENERAL APPLICATION

# Authorized Representative Consent

It is required that the property owner or his designated representative be present at all requests made to the Plan Commission and Zoning Board of Appeals. During the course of a meeting, questions may arise regarding the overall project, the property, property improvements, special conditions attached to recommendations among other aspects of any formal request. The representative present must have knowledge of the property and all aspects of the project. They must have the authority to make commitments related to the project and property. Failure to have the property owner or designated representative present at the public meeting can lead to substantial delays to the project approval. If the owner cannot be present or does not wish to speak at the public meeting, the following statement must be signed by the owner for an authorized repetitive.

# I hereby authorize LYMAN C TIEMAN

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\_\_\_\_\_ (print clearly) to act on my behalf and advise that they have full authority to act as my/our representative in regards to the subject property and project, including modifying any project or request. I agree to be bound by all terms and agreements made by the designated representative.

**Property Owner Signature:** 

Property Owner Name (Print): LEONARD MCENERY, CONTRACT PURCHASER

# <u>Acknowledgements</u>

- Applicant acknowledges, understands and agrees that under Illinois law, the Village President (Mayor), Village Trustees, Village Manager, Corporation Counsel and/or any employee or agent of the Village or any Planning and Zoning Commission member or Chair, does not have the authority to bind or obligate the Village in any way and therefore cannot bind or obligate the Village. Further, Applicant acknowledges, understands and agrees that only formal action (including, but not limited to, motions, resolutions, and ordinances) by the Board of Trustees, properly voting in an open meeting, can obligate the Village or confer any rights or entitlement on the applicant, legal, equitable, or otherwise.
- Members of the Plan Commission, Zoning Board of Appeals, Village Board as well as Village Staff may conduct inspections ٠ of subject site(s) as part of the pre-hearing and fact finding review of requests. These individuals are given permission to inspect the property in regards to the request being made.
- Required public notice signs will be obtained and installed by the Petitioner on their property for a minimum of 10 days prior to the public hearing. These may be provided by the Village or may need to be produced by the petitioner.
- The request is accompanied by all addendums and required additional information and all applicable fees are paid before • scheduling any public meetings or hearings.
- Applicant verifies that all outstanding fees and monies owed to the Village of Tinley Park have been paid. .
- Any applicable recapture, impact, engineering, contracted review or other required fees and donations shall be paid prior . to issuance of any building permits, occupancy permits, or business licenses.
- The Owner and Applicant by signing this application certify that the above information and all supporting addendums and documentation is true and correct to the best of their knowledge.

Property Owner Signature:	X
Property Owner Name (Print):	LEONARD MCENERY, CONTRACT PURCHASER
Applicant Signature: (If other than Owner)	
Applicant's Name (Print):	LYMAN C TIEMAN
Date:	AUGUST 19, 2019

VILLAGE OF TINLEY...



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

708-444-5100

# VILLAGE OF TINLEY PARK, ILLINOIS SPECIAL USE ADDENDUM

# **APPLICATION & SUBMITTAL REQUIREMENTS**

A complete application consists of the following items submitted in a comprehensive package. If materials are submitted separately or are incomplete they may not be accepted and may delay the review and hearing dates until a complete application package is received. The following information is being provided in order to assist applicants with the process of requesting a **Special Use** permit from the terms of the Zoning Ordinance (Section 5-B). This information is a summary of the application submittal requirements and may be modified based upon the particular nature and scope of the specific request.

Depending upon meeting schedules, legal notification requirements, and the specific type and scope of the request, this process generally takes between 45 to 60 days from the date of submission of a complete application package. Please schedule a pre-application meeting with Planning Department staff to review the feasibility of the proposal, discuss applicable Ordinance requirements, discuss submittal requirements, and receive some preliminary feedback on any concept plans prior to making a submittal.

General Application form is complete and is signed by the property owner(s) and applicant (if applicable).

Ownership documentation is submitted indicating proper ownership through a title report or title policy. If a corporation or partnership, documentation of the authorized agent must be supplied as well. All beneficiaries of a property must be disclosed.

A written project narrative detailing the general nature and specific aspects of the proposal being requested. Details on any employee numbers, parking requirements, property changes, existing uses/tenants, hours of operation or any other business operations should be indicated. Any additional requests such as Site Plan approval or a Variation should be indicated in the narrative as well.

A Plat of Survey of the property that is prepared by a register land surveyor and has all up-todate structures and property improvements indicated.

Site Plan and/or Interior layout plans that indicate how the property and site will be utilized.

Responses to all Standards for a Special Use on the following page (can be submitted separately along with the narrative, but all standards must be addressed).

\$400 Special Use hearing fee.

Section X.J. of the Village of Tinley Park Zoning Ordinance requires that no Special Use be recommended by the Plan Commission unless the Commission finds that all of the following statements, A-G listed below, are true and supported by facts. Petitioners must respond to and confirm each and every one of the following findings by providing the facts supporting such findings. The statements made on this sheet will be made part of the official public record, will be discussed in detail during the public meetings and will be provided to any interested party requesting a copy. Please provide factual evidence that the proposed Special Use meets the statements below. If additional space is required, you may provide the responses on a separate document or page.

A. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.

THE PROPOSED SUP FOR GAS STATION, CONVENIENCE STORE, DRIVE-UP FOOD SERVICE, GAMING AND PACKAGED LIQUOR SALES WILL NOT BE DETRIMENTAL TO OR ENDANGER THE PUBLIC HEALTH, SAFETY, MORALS, COMFORT OR GENERAL WELFARE. THE PROPOSED USE WILL PROVIDE A NEEDED SERVICE TO RESIDENTS AND GUESTS OF OTHER BUSINESSES IIN THE EXISTING ORI DISTRICT. THE USE WILL BE DEVELOPED AND CONSTRUCTED IN ACCORDANCE WITH ALL LOCAL AND STATE CODES AND ORDINANCES.

- B. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. THE USE WILL NOT INJURE CURRENT USES OF OTHER PROPERTY ALREADY PERMITTED NOR WILL IT DIMINISH EXISTING PROPERTY VALUES.
- C. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. SURROUNDING PROPERTIES ARE SUBSTANTIALLY DEVELOPED WITH USES PERMITTED IN THE ORI DISTRICT.
- D. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided. UTILITIES ARE EXISTING TO SITE. ACCESS AND DRAINAGE WILL BE PROVIDED IN ACCORDANCE WITH VILLAGE AND STATE CODES.
- E. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

INGRESS AND EGRESS WILL BE PROVIDED IN ACCORDANCE WITH THE PROPOSED SITE PLAN TO 183RD STREET AND WEST CIRCLE DRIVE

F. That the Special Use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.

APPLICANT IS REQUESTING AN AMENDMENT TO ORDINANCE 91-0-083 GRANTING A SPECIAL USE FOR A PUD FOR NORTH CREEK BUSINESS PARK. IF APPROVED THE AMENDMENT WOULD ALLOW THE PROPOSED USES AS A SPECIAL USE IN THE ORI DISTRICT.

G. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.

THE SPECIAL USE WILL PROVIDE NEEDED SERVICES WHICH ARE COMPATABLE TO THE EXISTING USES IN THE ORI DISTRICT AND WILL PROVIDE SUBSTANTIAL TAX REVENUE TO THE VILLAGE.

VILLAGE OF TINLEY...



Village of Tinley Park Community Development Dept. 16250 S. Oak Park Ave. Tinley Park, IL 60477 708-444-5100

# VILLAGE OF TINLEY PARK, ILLINOIS SITE PLAN ADDENDUM

# APPLICATION & SUBMITTAL REQUIREMENTS

A complete application consists of the following items submitted in a comprehensive package. If materials are submitted separately or are incomplete they may not be accepted and may delay the review or meeting dates until a complete application package is received. The following information is being provided in order to assist applicants with the process of requesting **Site Plan** approval. This information is a summary of the application submittal requirements and may be modified based upon the particular nature and scope of the specific request.

Depending upon meeting schedules, legal notification requirements, and the specific type and scope of the request, this process generally takes between 45 to 60 days from the date of submission of a complete application package. Please schedule a pre-application meeting with Planning Department staff to review the feasibility of the proposal, discuss applicable Ordinance requirements, discuss submittal requirements, and receive some preliminary feedback on any concept plans or ideas prior to making a submittal

General Application form is complete and is signed by the property owner(s) and applicant (if applicable).

Ownership documentation is submitted indicating proper ownership through a title report or title policy. If a corporation or partnership, documentation of the authorized agent must be supplied. All beneficiaries of a property must be disclosed.

A written project narrative detailing the general nature and specific aspects of the proposal being requested. Details on existing conditions, any parking requirements, property changes, landscaping, building design, proposed uses/tenants, public improvements or any other site design details should be described. Any additional requests such as a Special Use or Variation should be indicated in the narrative as well.

A Plat of Survey of the property that is prepared by a register land surveyor and has all up-todate structures and property improvements indicated.

 $\times$ Plans and Surveys including all details listed on the Site Plan checklist (next page).

Please make the following document submittals:

- Submit all applications, plans and documents stated above electronically via email/USB drive/ShareFile upload to Community Development Staff (Note: Village email attachment size is limited to 10MB. Please utilize ShareFile if your submission exceeds 10MB).
- One (1) paper copy of all plans in size 11" x 17"
- One (1) paper copy of full size Arch D (24" x 36") plans (scalable).

	Required Plan Submittal Items	Applicant Submitted	Village Received
1.	Site Plan Approval Application		
2.	Complete list and contact information for all project staff and design professionals (Architect, Engineer, Landscape Architect, etc.)		
3.	Plat of Survey, including:         a.       Existing conditions and dimensions;         b.       Legal Description;         c.       Surveyor information; and         d.       Date of completion.		
4.	<ul> <li>Site Plan, including: <ul> <li>a. Fully-dimensioned property boundaries;</li> <li>b. All building elements and physical improvements;</li> <li>c. Setbacks from all property lines;</li> <li>d. Identification as to whether all elements are "Existing" or "Proposed";</li> <li>e. Dimensioned parking spaces and drive aisles per Section VIII of the Zoning Ordinance;</li> <li>f. Dimensioned sidewalks (within rights-of-way and interior to the site);</li> <li>g. Trash enclosure location and screening/gate materials;</li> <li>h. Loading spaces as required by Section VIII of the Zoning Ordinance;</li> <li>i. Fire hydrant locations as required by the Village Fire Prevention Bureau;</li> <li>j. Lighting standard locations; and</li> <li>k. Ground signs with setbacks noted.</li> </ul> </li> </ul>		
5.	<ul> <li>Zoning Analysis Table <ul> <li>a. Showing existing, proposed, and required zoning conditions for all Lot and Bulk Regulations of the Zoning Ordinance, including but not limited to: <ul> <li>i. Land area in acres and square feet (exclusive of rights-of-way);</li> <li>ii. Building area in square feet (including a breakdown by use for parking calculation);</li> <li>iii. Setbacks;</li> <li>iv. Floor Area Ratio (FAR);</li> <li>v. Lot coverage;</li> <li>vi. Height of all buildings and structures (see definition of height in Zoning Ordinance);</li> <li>vii. Percentage of greenspace; and</li> <li>viii. Parking spaces (with calculations).</li> </ul> </li> </ul></li></ul>		
6.	<ul> <li>Landscape Plan, including: <ul> <li>a. Bufferyards (please include a table indicating required and proposed plant units);</li> <li>b. Parking lot landscape islands;</li> <li>c. Screening/fencing locations;</li> <li>d. Berms (if proposed);</li> <li>e. Plant lists, including: <ul> <li>i. Latin and common names</li> <li>ii. Number of each planting material to be provided</li> <li>iii. Size at planting</li> </ul> </li> </ul></li></ul>	1	
7.	<ul> <li>Photometric Plan, including: <ul> <li>a. Location of light fixtures;</li> <li>b. A cut sheet of light fixtures with indication of cut-offs or shielding; and</li> <li>c. Indicating lighting levels in foot-candles at the following locations: <ul> <li>i. Interior of the subject property;</li> <li>ii. At the property lines (.5 foot candles maximum allowed at the property line); and</li> <li>iii. Ten (10) feet beyond the property lines.</li> </ul> </li> </ul></li></ul>		

		1 age
8.	Floor Plans, including:	
	a. Preliminary floor plan layout of all buildings;	
	<li>b. Labels for the type of use of the area; and</li>	
	c. Labels for square footage of the area.	
9.	Preliminary Engineering Plans, including but not limited to:	
	<ul> <li>Drainage and water flow patterns or routes;</li> </ul>	
	b. On-site detention;	
	c. Existing and proposed roadway configurations (adjacent public streets and interior	
	roadways/driveways);	
	<ul> <li>Future roadway or access connections (if necessary); and</li> </ul>	
	e. Cross access easement(s).	
10.	Signage Plans, including:	
	a. Dimensioned color elevations of ground, wall and directional signage	
	b. A diagram showing the location of the proposed signage with setbacks from property lines	
	and internal drive aisles or parking lots; and	
	c. Include description of sign materials and method of illumination.	
11.	Elevations and Renderings	
	<ul> <li>Building elevations showing all four sides of all buildings.</li> </ul>	
	<ol> <li>Elevations should be fully-dimensioned including height, width, and depth of all</li> </ol>	
	major building elements and components, and identify all building materials; and	
	b. Color renderings or 3D model of site.	
	c. Elevation of trash enclosure area with building materials identified (if applicable).	
12.	Building Material Samples (may be submitted after initial Staff Review, but prior to placement on a	
	Plan Commission agenda)	
	a. Samples of proposed materials including, but not limited to:	
	<ol> <li>Wall materials such as bricks, stone, and siding;</li> </ol>	
	ii. Roofing;	
	iii. Light fixtures; and	
	iv. Windows, moldings, shutters, and awnings.	
	b. Provide final information on all building materials with vendor, color, and sizes, where	
	relevant, in a table format.	
	Preliminary Plat(s) (if applicable)	

The above information is intended as an outline of the Submission Requirements for Site Plan Approval and is neither mutually exclusive nor inclusive. The Village's Zoning Ordinance, Landscape Ordinance, Building Codes, and Subdivision Regulations can be found online at the Village website at <u>http://www.tinleypark.org</u>. Questions about Site Plan Approval and other Planning processes may be directed to the Planning Department at:

> Village of Tinley Park Planning Department 16250 S. Oak Park Avenue Tinley Park, IL 60477 Phone: (708) 444-5100 Email: <u>planning@tinleypark.org</u>

# LENNY'S FOOD N FUEL 183<sup>RD</sup> STREET, LLC APPLICATION FOR SUP FOR GAS STATION, CONVENIENCE STORE, DRIVE-UP FOOD SERVICE, SALE OF PACKAGED ALCOHOLIC BEVERAGES, GAMING LOTS 22 AND 37 NORTH CREEK BUSINESS CENTER PHASE 3 TINLEY PARK, IL

APPLICANT: LEONARD MCENERY, MANAGER LENNY'S FOOD N FUEL 183<sup>RD</sup> STREET, LLC 8200 W 185<sup>TH</sup> ST UNIT K <u>TINLEY PARK, IL</u> 60487

LENMCENERY@AOL.COM

ATTORNEY: LYMAN C. TIEMAN 12417 TAHOE LN. MOKENA, IL 60448

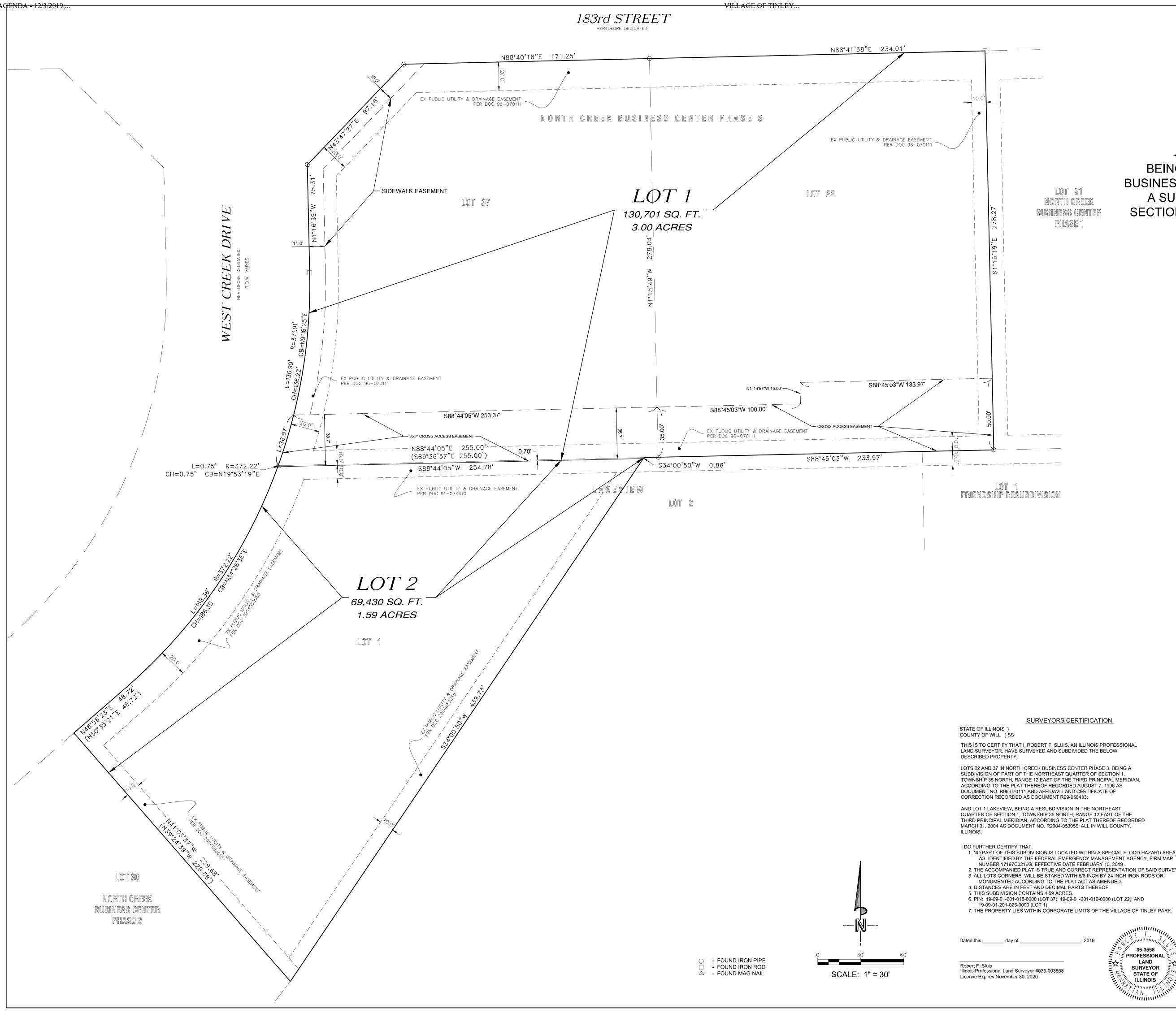
LCTIEMAN@YAHOO.COM

CIVIL ENGINEER: BRIAN HERTZ MG2A 25620 S. GOUGAR RD. MANHATTAN IL 60442

BHERTZ@MG2A.COM

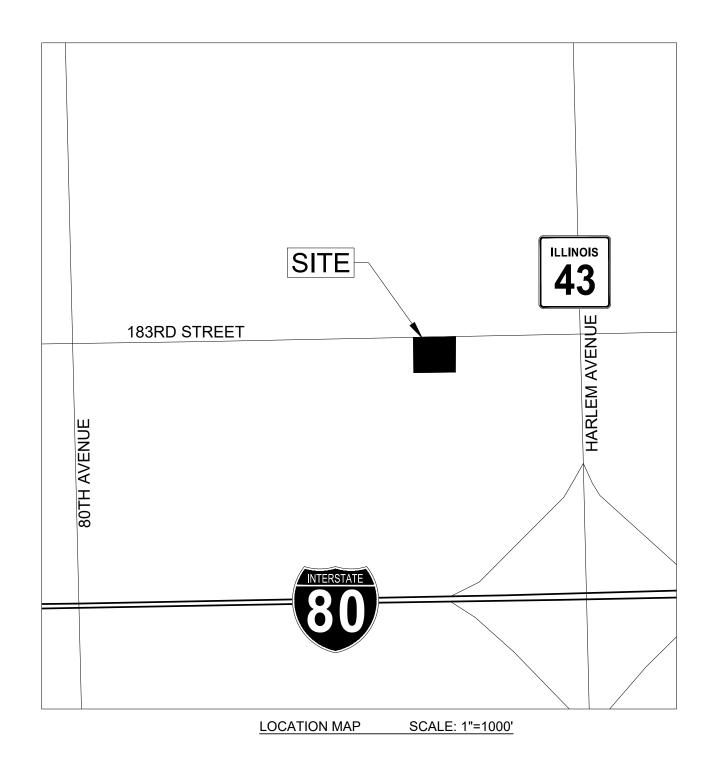
ARCHITECT: SCOTT PRITCHETT ARSA SCHNEIDER ARCHITECTS

ARSA@ENTERACT.COM





BEING A RESUBDIVISION OF LOTS 22 & 37 IN NORTH CREEK BUSINESS CENTER PHASE 3, AND LOT 1 IN LAKEVIEW, EACH BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS



# <u>Cross Access Easement</u>

An easement is hereby granted to the owners of the lot(s) created by the plat hereon drawn, and to Lot 21 of North Creek Business Center Phase 1, recorded as document number R91-074410, its successor, assignees, etc. and to all persons requiring ingress and egress across all of the area marked "cross access easement" on the plat for the perpetual right, privilege and authority to traverse the entire easement area as pedestrians and as operators of motorized vehicles. The easement area shall not be closed for any reason except emergency repairs. The owners shall be responsible for the maintenance and repair of any of the private streets, sidewalks, storm sewer, street lights, and appurtenances thereto within such easement areas.

# <u>Sidewalk Easement</u>

A perpetual easement is hereby reserved for and granted to the Village of Tinley Park, an Illinois municipal corporation, and its successors and assigns for the installation, construction, reconstruction, replacement, alteration, enlargement, operation, inspection, repair, maintenance, relocation, renewal and removal of a recreational path upon, along, across and over the areas described herein and hereon identified as "Sidewalk Easement" for the use and enjoyment of the general public; together with the right to enter upon the property with such personnel and equipment as may be deemed necessary for all such uses and purposes.

	R	EVISIONS			IGINEERING	à
DATE	BY	DESCRIPTION		SURVEY	'ING	
10/19/19	BPH	PER VILLAGE REVIEW			8 ASSOCI	
10/23/19	BPH	ADD SIDEWALK EASEMENT				_
11/11/19	BPH	PER VILLAGE REVIEW	Professional D	•		
			P. 815-478-968	0 <u>www.mg</u> 2a	a.com <b>F. 81</b>	5-478-9685
			25620 S. GOUC	GAR RD 🔶 🛚	<b>MANHATTAN</b>	, IL. 60442
			_			
			ORDERED BY:	GAS N N	/ASH	
			DATE ISSUED: <b>9/16/2019</b>	DR. BY:JWP	CK. BY: <b>RFS</b>	FILE:
+			JOB NO.:19-705	PG: 10	of 2	

LOT 21 NORTH CREEK BUSINESS CENTER PHASE 1

SURVEYORS CERTIFICATION

# 1. NO PART OF THIS SUBDIVISION IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA

2. THE ACCOMPANIED PLAT IS TRUE AND CORRECT REPRESENTATION OF SAID SURVEY. 3. ALL LOTS CORNERS WILL BE STAKED WITH 5/8 INCH BY 24 INCH IRON RODS OR

9.	A MARKAN AND AND AND AND AND AND AND AND AND A
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	E~ LAND E~E
	SURVEYOR
	STATE OF
	F. V. M. ILLINOIS MILOS
	AN

NORTH	CI
BEING A RESUBDIVISION OF LOT	TS 22
THE NORTHEAST QUARTER	२ OF ३

VILLAGE PLAN **OWNERSHIP CERTIFICATE** STATE OF ILLINOIS STATE OF ILLINOIS )SS )SS COUNTY OF COUNTY OF COOK ) APPROVED BY THE PLANNING CO IS THE OWNER OF THE LAND DESCRIBED IN THE ATTACHED PLAT HAS CAUSED THE SAME TO BE SURVEYED, AT A MEETING HELD ON THE \_\_\_\_ SUBDIVIDED AND PLATED AS SHOWN BY THE PLAT FOR USES AND PURPOSES AS INDICATED THEREON, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED. DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ , A.D. 2019. CHAIRPERSON ΒY SECRETARY (OWNER) OWNER: GAS N WASH 183rd TINLEY PARK LLC 8200 185TH ST. - UNIT K TINLEY PARK, IL 60487 NOTARY CERTIFICATE VILLA STATE OF ILLINOIS STATE OF ILLINOIS )SS )SS COUNTY OF COUNTY OF COOK ) APPROVED BY THE MAYOR AND , A NOTARY PUBLIC, IN AND FOR SAID PARK, ILLINOIS, COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE PEOPLE WHOSE SIGNATURES APPEAR IN THE "OWNERSHIP CERTIFICATE" ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED ON THE AT A MEETING HELD ON THE FOREGOING INSTRUMENT AS SUCH OWNERS AND THAT THEY APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR PURPOSES THEREIN SET FORTH. VILLAGE PRESIDENT GIVEN UNDER MY HAND AND NOTORIAL SEAL CLERK THIS \_\_\_\_ DAY OF , A.D. 2019. (NOTARY PUBLIC) SCHOOL DISTRICT CERTIFICATE VILLAG STATE OF ILLINOIS ) STATE OF ILLINOIS )SS )SS COUNTY OF \_ COUNTY OF TO THE BEST OF THE UNDERSIGNED OWNER'S KNOWLEDGE, THE ABOVE DESCRIBED APPROVED BY THE VILLAGE EN SUBDIVISION KNOWN AS NORTH CREEK FOOD n FUEL RESUBDIVISION LIES COOK COUNTY, ILLINOIS. WITHIN SUMMIT HILL SCHOOL DISTRICT 161 AND LINCOLN WAY HIGH SCHOOL DISTRICT #210. DATED THIS \_\_\_\_\_ DAY OF DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2019. ENGINEER ΒY (OWNER) VILLAGE NOTARY CERTIFICATE STATE OF ILLINOIS ) STATE OF ILLINOIS ) )SS )SS COUNTY OF COUNTY OF COOK ) I HEREBY CERTIFY THAT THERE , A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE PEOPLE WHOSE UNPAID CURRENT SPECIAL ASS SIGNATURES APPEAR IN THE "SCHOOL DISTRICT CERTIFICATE" ARE PERSONALLY DATED AT TINLEY PARK, ILLINOI KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED ON THE FOREGOING INSTRUMENT AS SUCH OWNERS AND THAT THEY APPEARED BEFORE ME A.D., 2019. THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND NOTORIAL SEAL VILLAGE CLERK THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2019. (NOTARY PUBLIC)

AGENDA - 12/3/2019,

FINAL PLAT
of
REEK FOOD n FUEL RESUBD

2 & 37 IN NORTH CREEK BUSINESS CENTER PHASE 3, AND LOT 1 IN LAKEVIEW, EACH BEING A SUBDIVISION OF PART OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS

INING COMMISSION CERTIFICATE	OWNERSHIP CERTIFICATE	COUNTY CLERK'S CERTIFICATE		
	STATE OF ILLINOIS ) )SS	STATE OF ILLINOIS ) )SS		
	COUNTY OF )	COUNTY OF WILL )		
OMMISSION OF THE VILLAGE OF TINLEY PARK, ILLINOIS, DAY OF A.D., 2019.	IS THE OWNER OF THE LAND DESCRIBED IN THE ATTACHED PLAT HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND PLATED AS SHOWN BY THE PLAT FOR USES AND PURPOSES AS INDICATED THEREON, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED. DATED THIS DAY OF, A.D. 2019.	I,, COUNTY CLERK OF WILL COUNTY, ILLINOIS, AND CUSTODIAN OF THE RECORDS AND FILES OF SAID OFFICE, DO HEREBY CERTIFY THAT I FIND FROM SUCH RECORDS AND FILES, NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO DELINQUENT SPECIAL ASSESSMENTS ON FILE AGAINST THE TRACT OF LAND DESCRIBED ON THE ATTACHED PLAT OF " <u>NORTH CREEK FOOD n FUEL RESUBDIVISION</u> ", AND THAT THERE ARE NO UNPAID DEFERRED INSTALLMENTS OF SPECIAL ASSESSMENTS AGAINST THE SAID PROPERTY OR ANY PART THEREOF.		
	BY	DATED THIS DAY OF, A.D. 2019.		
	(OWNER) FOR PIN: <u>19-09-01-201-025</u> OWNER: ELKMONT, LLC 924 WESCOTT ROAD BOLLINGBROOK, IL 60440	COUNTY CLERK		
AGE BOARD CERTIFICATE	NOTARY CERTIFICATE	TAX MAPPING CERTIFICATE		
	STATE OF ILLINOIS ) )SS COUNTY OF )	STATE OF ILLINOIS ) )SS COUNTY OF WILL )		
THE BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY	I, , A NOTARY PUBLIC, IN AND FOR SAID	, DIRECTOR OF THE TAX MAPPING AND PLATTING OFFICE OF		
DAY OF A.D., 2019.	COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE PEOPLE WHOSE SIGNATURES APPEAR IN THE "OWNERSHIP CERTIFICATE" ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED ON THE FOREGOING INSTRUMENT AS SUCH OWNERS AND THAT THEY APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR PURPOSES THEREIN SET FORTH.	WILL COUNTY, DO HEREBY CERTIFY THAT I HAVE CHECKED THE PROPERTY DESCRIPTION OF THE PLAT AGAINST AVAILABLE COUNTY RECORDS AND FIND SAID DESCRIPTION TO BE TRUE AND CORRECT. THE PROPERTY HEREIN DESCRIBED IS LOCATED ON TAX MAP #09-01B-W AND IDENTIFIED AS PERMANENT REAL ESTATE TAX INDEX NUMBER (PIN)s 19-09-01-201-015-0000 & 19-09-01-201-016-0000		
	GIVEN UNDER MY HAND AND NOTORIAL SEAL	DATED THIS DAY OF, A.D. 2019.		
	THIS DAY OF, A.D. 2019.	DIRECTOR		
	(NOTARY PUBLIC)			
GE ENGINEER CERTIFICATE	DRAINAGE CERTIFICATE STATE OF ILLINOIS )	COUNTY RECORDER'S CERTIFICATE STATE OF ILLINOIS )		
	)SS COUNTY OF )	)SS COUNTY OF WILL )		
IGINEER OF THE VILLAGE OF TINLEY PARK, WILL AND	THE UNDERSIGNED HEREBY CERTIFIES THAT, TO THE BEST OF OUR KNOWLEDGE AND	THIS INSTRUMENT NO. WAS FILED FOR RECORD IN		
, 20	BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THIS CONSOLIDATION OR THAT, IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION WILL BE MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS THAT THE OWNER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO ELIMINATE THE	THE RECORDER'S OFFICE OF WILL COUNTY, AFORESAID ON THE DAY OF, 20, 20A.D. ATO'CLOCKM.		
	LIKELIHOOD OF DAMAGE TO ADJOINING PROPERTY OWNERS BECAUSE OF THIS CONSOLIDATION. THE EXISTING OVERLAND FLOW ROUTES WILL CONFORM TO THE ORIGINAL SUBDIVISION GRADING PLAN AND ACCEPTED ENGINEERING DESIGN. SHOULD ANY PONDING OCCUR ON-SITE, IT WILL BE OUR RESPONSIBILITY TO ADDRESS AS PER ALL REQUIREMENTS OF THE VILLAGE'S CODES, ORDINANCES, AND REGULATIONS RELATED TO STORMWATER MANAGEMENT, SOIL EROSION CONTROL, AND SITE GRADING.	WILL COUNTY RECORDER		
ASSESSMENTS CERTIFICATE	DATED THIS DAY OF, 20	COUNTY 9-1-1 EMERGENCY TELEPHONE SYSTEM APPROVAL CERTIFICATE		
ASSESSMENTS CERTIFICATE		SS SUCCEPTER STATE OF ILLINOIS ) SS COUNTY OF WILL )		
ARE NO DELINQUENT SPECIAL ASSESSMENTS OR	ENGINEER	THIS PLAT HAS BEEN CHECKED FOR CONFORMANCE TO ALL WILL COUNTY 9-1-1		
ESSMENTS ON THE ABOVE DESCRIBED PROPERTY.		EMERGENCY TELEPHONE SYSTEM REQUIREMENTS. DATED DAY OF, A.D., 20		
		CHIEF ADMINISTRATOR		
		REVISIONS CIVIL ENGINEERING		
		DATE       BY       DESCRIPTION         10/19/19       BPH       PER VILLAGE REVIEW         M GINGERICH GEREAUX & ASSOCIATES         Professional Design Firm License # 184.005003		
		P. 815-478-9680         www.mg2a.com         F. 815-478-9685           25620         S. GOUGAR RD         MANHATTAN, IL. 60442		

# IN WILL COUNTY, ILLINOIS

GAS N WASH

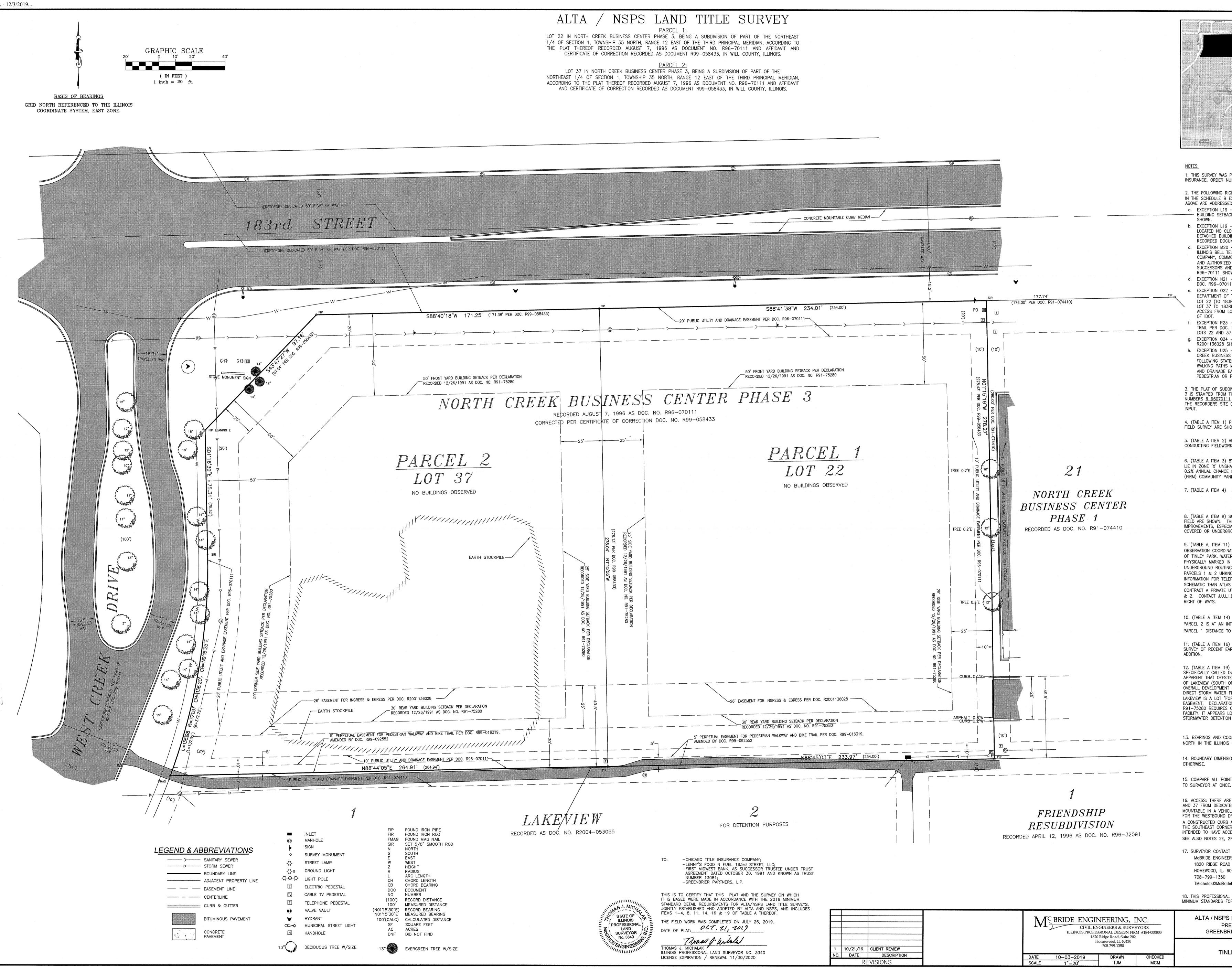
2 of 2

9/16/2019

JOB NO.:**19-705** 

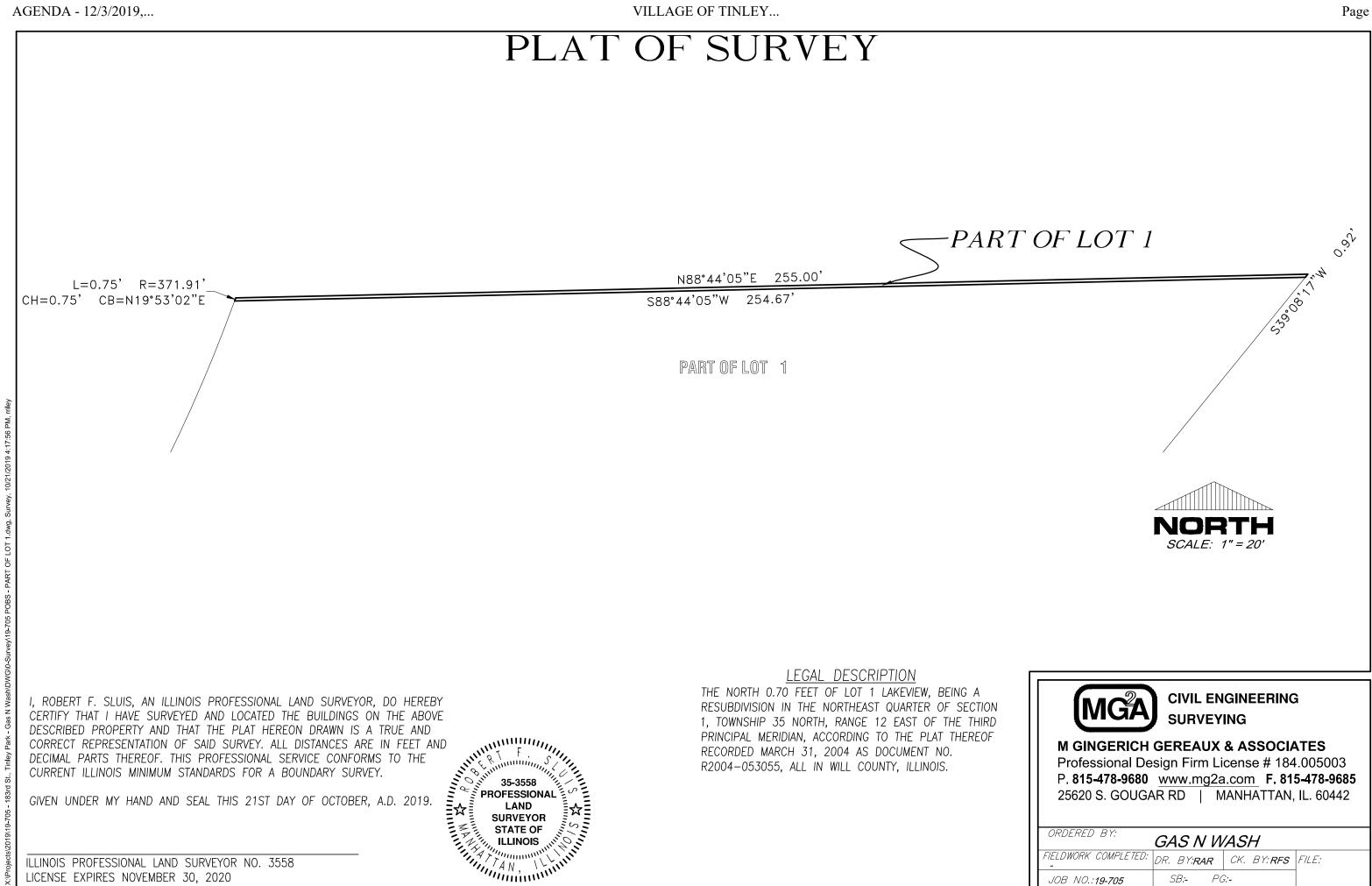
CK. BY:**RFS** | 1





A CLARKE DIP VICINITY MAP 1. THIS SURVEY WAS PREPARED USING AN ALTA COMMITMENT FOR TITLE INSURANCE, ORDER NUMBER 19CSC031001LP DATED JULY 3, 2019. 2. THE FOLLOWING RIGHTS OF WAY, EASEMENTS AND SERVITUDES LISTED IN THE SCHEDULE B EXCEPTIONS OF THE COMMITMENT DESCRIBED IN (1) ABOVE ARE ADDRESSED ON THIS SURVEY IN THE FOLLOWING MANNER: a. EXCEPTION L19 - FRONT, SIDE, CORNER SIDE AND REAR YARD BUILDING SETBACK LINES PER DECLARATION DOC. R91-75280 b. EXCEPTION L19 - INDIVIDUAL, DETACHED BUILDING SHALL BE LOCATED NO CLOSER THAN 20 FEET FROM ANOTHER INDIVIDUAL DETACHED BUILDING ON THE SAME BUILDING SITE, PER DECLARATION RECORDED DOCUMENT NO. R91-75280, NOT SHOWN. c. EXCEPTION M20 - EASEMENT IN FAVOR OF VILLAGE OF TINLEY PARK, ILLINOIS BELL TELEPHONE COMPANY, NORTHERN ILLINOIS GAS COMPANY, COMMONWEALTH EDISON COMPANY AND CABLE TELEVISION AND AUTHORIZED UTILITY COMPANIES. AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS PER PLAT RECORDED AS DOCUMENT NO. R96-70111 SHOWN CROSSING LOTS 22 AND 37. d. EXCEPTION N21 - PUBLIC UTILITY AND DRAINAGE EASEMENTS PER DOC. R96-070111 SHOWN CROSSING LOTS 22 AND 37. e. EXCEPTION 022 - NOTE FROM DISTRICT ENGINEER ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) RESTRICTS ACCESS FROM LOT 22 (TO 183RD STREET) TO 1 ACCESS POINT. ACCESS FROM LOT 37 TO 183RD STREET MUST BE PERMITTED FROM IDOT. ACCESS FROM LOT 37 TO WEST CREEK DRIVE NOT THE JURISDICTION EXCEPTION P23 - EASEMENT FOR PEDESTRIAN WALKWAY AND BIKE TRAIL PER DOC. R99-016319 AND R99-092552 SHOWN CROSSING LOTS 22 AND 37. g. EXCEPTION Q24 - EASEMENT FOR INGRESS- EGRESS PER DOC. R2001136028 SHOWN, CROSSES LOTS 22 & 37. h. EXCEPTION U25 - PER THE THE PLAT OF SUBDIVISION FOR NORTH CREEK BUSINESS CENTER PHASE 3 EASEMENT PROVISIONS THE FOLLOWING STATEMENT IS INCLUDED: "BITUMINOUS BICYCLE AND/OR WALKING PATHS MAY BE CONSTRUCTED WITHIN THE PUBLIC UTILITY AND DRAINAGE EASEMENTS". NO OTHER LANGUAGE RELATING TO PEDESTRIAN OR PUBLIC USE IS PROVIDED. 3. THE PLAT OF SUBDIVISION FOR NORTH CREEK BUSINESS CENTER PHASE 3 IS STAMPED FROM THE WILL COUNTY RECORDER WITH DOCUMENT NUMBERS R 96070111 AND R96-070111. IT CAN BE RECOVERED FROM THE RECORDERS SITE ONLY UNDER <u>R96070111</u>, ALPHA-NUMERICALLY 4. (TABLE A ITEM 1) PROPERTY CORNERS FOUND OR SET DURING THE FIELD SURVEY ARE SHOWN ON THE SURVEY. 5. (TABLE A ITEM 2) ADDRESS OF PROPERTY NOT OBSERVED WHILE CONDUCTING FIELDWORK, NOT APPARENT IN RECORD INFORMATION. 6. (TABLE A ITEM 3) BY SCALING METHODS, THE PROPERTY APPEARS TO LIE IN ZONE 'X' UNSHADED - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NUMBER 17197C0216 F, REVISED 11-6-2000. 7. (TABLE A ITEM 4) AREA LOT 22 = 65,085.37 SF AREA LOT 37 = 65,438.12 SF 130,525.49 SF, 3.0 ac. 8. (TABLE A ITEM 8) SUBSTANTIAL VISIBLE FEATURES OBSERVED IN THE FIELD ARE SHOWN. THIS SURVEY MAY OR MAY NOT SHOW ALL IMPROVEMENTS, ESPECIALLY IF THOSE IMPROVEMENTS WERE HIDDEN, COVERED OR UNDERGROUND. 9. (TABLE A, ITEM 11) UNDERGROUND UTILITIES SHOWN PER FIELD OBSERVATION COORDINATED WITH ATLAS INFORMATION FROM THE VILLAGE OF TINLEY PARK. WATERMAIN LOCATION BASED ON AN ATLAS AND NOT PHYSICALLY MARKED IN THE FIELD, LOCATION NOT CERTAIN. UNDERGROUND ROUTING OF ELECTRIC, DATA, OR TELEPHONE LINES ON PARCELS 1 & 2 UNKNOWN, NOT MARKED IN THE FIELD. ATLAS INFORMATION FOR TELEPHONE, ELECTRIC AND CABLE IS CRYPTIC, MORE SCHEMATIC THAN ATLAS MEANING LOCATION INFORMATION IS LACKING. CONTRACT A PRIVATE UTILITY COMPANY TO LOCATE UTILITIES ON PARCELS & 2. CONTACT J.U.L.I.E. TO LOCATE PUBLIC UTILITIES WITHIN PUBLIC 10. (TABLE A ITEM 14) DISTANCE TO NEAREST INTERSECTION: PARCEL 2 IS AT AN INTERSECTION, DISTANCE O; PARCEL 1 DISTANCE TO WEST CREEK DRIVE 171.25' 11. (TABLE A ITEM 16) THERE WAS NO EVIDENCE AT THE TIME OF FIELD SURVEY OF RECENT EARTHWORK, BUILDING CONSTRUCTION OR BUILDING 12. (TABLE A ITEM 19) THERE ARE NO OFFSITE APPURTENANT EASEMENTS SPECIFICALLY CALLED OUT IN THE RECORD DOCUMENTS. HOWEVER IT IS APPARENT THAT OFFSITE STORMWATER DETENTION IS PROVIDED ON LOT 2 OF LAKEVIEW (SOUTH OF AND ADJACENT TO PARCEL 1) AND THAT THE VERALL DEVELOPMENT INCLUDING UTILITY EASEMENTS AND STORM LINES DIRECT STORM WATER FROM THE LOTS TO THE POND. LOT 2 PER LAKEVIEW IS A LOT "FOR DETENTION PURPOSES", NOT A DETENTION EASEMENT. DECLARATION OF COVENANTS AND EASEMENTS DOC. R91-75280 REQUIRES OWNERS ASSOCIATION TO MAINTAIN THE DETENTION FACILITY. IT APPEARS LOT 2 IN LAKEVIEW SERVES THE PURPOSE AS A STORMWATER DETENTION EASEMENT FOR PARCELS 1&2. 13. BEARINGS AND COORDINATES SHOWN ARE REFERENCED TO GRID NORTH IN THE ILLINOIS COORDINATE SYSTEM, EAST ZONE. 14. BOUNDARY DIMENSIONS SHOWN ARE MEASURED, UNLESS INDICATED 15. COMPARE ALL POINTS BEFORE BUILDING AND REPORT ANY DIFFERENCE 16. ACCESS: THERE ARE NO CONSTRUCTED CURB ENTRANCES TO LOTS 22 AND 37 FROM DEDICATED RIGHT OF WAYS. THE 183RD STREET MEDIAN IS MOUNTABLE IN A VEHICLE AND DOESN'T RESTRICT ACCESS TO THE LOTS FOR THE WESTBOUND DRIVERS. A CONSTRUCTED CURB AND ASPHALT ACCESS POINT IS CONSTRUCTED AT THE SOUTHEAST CORNER OF LOT 22. PERHAPS THE LOT 21 OWNERS INTENDED TO HAVE ACCESS TO LOT 22. SEE ALSO NOTES 2E, 2F 17. SURVEYOR CONTACT INFO: McBRIDE ENGINEERING, INC. 1820 RIDGE ROAD SUITE 202 HOMEWOOD, IL. 60430 708-799-1350 TMichalak@McBrideEngineering.com 18. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR BOUNDARY SURVEYS. PROJECT NO ALTA / NSPS LAND TITLE SURVEY 19213 PREPARED FOR: GREENBRIER PARTNERS, LP. SHEET TINLEY PARK, IL.

OF 1



LICENSE EXPIRES NOVEMBER 30, 2020

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# PLAN COMMISSION STAFF REPORT

November 21, 2019 - Public Hearing

# Food N Fuel

7451 183<sup>rd</sup> Street



# EXECUTIVE SUMMARY

The Petitioner, Leonard McEnery on behalf of Lenny's Food N Fuel 183rd Street, LLC (Contract Purchaser), is seeking an amendment to the existing North Creek Business Park Planned Unit Development (PUD) Ordinance (Ord. 91-O-083), Special Use Permit for a Substantial Deviation from the PUD, Site Plan Approval and Final Plat of Consolidation Approval. The requests would allow for the construction of a new Food N Fuel gas station and convenience store on the property at 7451 183<sup>rd</sup> Street.

The proposed gas station site includes 18 vehicle fueling stations, three large truck fueling stations, and a 9,100 sq. ft. convenience store building. In addition to typical retail items, the convenience store building includes space for a Dunkin' Donuts with a drive-thru, a second food service vendor, and an area intended for video gaming. The facility is expected to look and operate similar to other Food N Fuel and Gas N Wash locations in the area (Food N Fuel at 19420 Harlem Ave, Tinley Park; Gas N Wash at 8810 W. 191<sup>st</sup> St, Mokena; Food N Fuel at 2560 N Cedar Rd, New Lenox, among others). No car wash or vacuums are proposed at this location. The proposal consolidates two lots closest to 183rd Street as well a small amount of property (178.27 sq. ft.) from the lot to the south. The resulting consolidated lot will be three acres in size.

The location was chosen due to high existing traffic counts, I-80 access, and need for additional gas station services beyond the existing Speedway. The North Creek PUD allows for a mix of uses that includes office, light industrial, and business. The area is home to many hotels, restaurants, stores, and other commercial uses compatible with a gas station and convenience store.

Changes to the November 7, 2019 Workshop Staff Report are indicated in Red. Renderings, Architecture, Site Plan and Landscape Plan were updated.

# Petitioner

Leonard McEnery on behalf of Lenny's Food N Fuel 183<sup>rd</sup> Street, LLC (Contract Purchaser)

**Property Location** 

7451 183<sup>rd</sup> Street

# PINs

19-09-01-201-015-0000, 19-09-01-201-016-0000, 19-09-01-201-025-0000

# Zoning

ORI PD (Office & Restricted Industrial, North Creek PUD)

Urban Design Overlay District

# **Approvals Sought**

- PUD Ordinance
   Amendment
- Special Use Permit
- Site Plan Approval
- Final Plat Approval

# **Project Planner**

Daniel Ritter, AICP Senior Planner

# EXISTING SITE & ZONING

The subject property consists of three vacant parcels on the southeast corner of West Creek Drive and 183<sup>rd</sup> Street. The property is located to the west of the existing Hamada of Japan Restaurant (18310 North Creek Drive) and north of the subdivision's retention pond. The property is zoned Office and Restricted Industrial (ORI) and is part of the North Creek Business Park PUD. The PUD was originally approved and subdivided in 1991 (Ord. 91-O-083) with the ORI base zoning covering the full area, but permitting some specific uses more typical of the B-3 zoning district. In 1995, a portion of the area included in the PUD that was most adjacent to Harlem Avenue, was rezoned from the ORI base zoning to a B-3 (General Business) base zoning (Ord. 95-O-055). Most of the PUD has been developed and includes a mixture of office, light industrial, educational, and commercial uses. The area is a destination for many travelers due to its proximity I-80, Hollywood Casino to Amphitheater, Tinley Park Convention Center, shopping/service and variety of а The Harlem Ave/183<sup>rd</sup> St establishments.



Above: Zoning Map around subject property (indicated with stars) in the North Creek Business Park PUD (outlined in Red).

intersection has the largest concentration of hotels in the Village with a total of seven and an eighth (Holiday Inn) receiving approval from the Village Board in October 2019. There is only one gas station (Speedway) in the immediate area. All properties surrounding the subject site are in the same North Creek PUD.



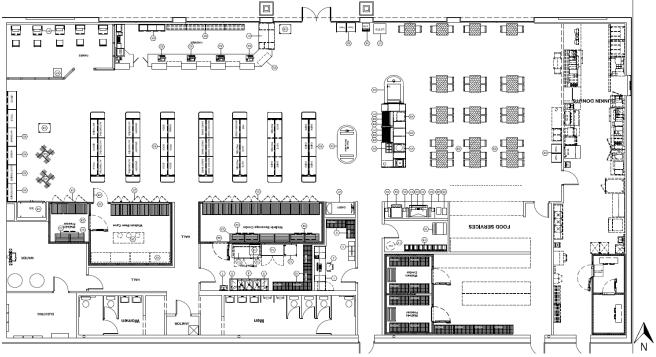
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The PUD regulations do not specifically indicate an automobile service (gas) station as a permitted use and a gas station is prohibited in the underlying ORI zoning district. However, the subject site is near to the portion of the PUD that has an underlying B-3 use and is immediately adjacent to a restaurant and a heavily traveled section of 183<sup>rd</sup> Street.

The site is also located within the Urban Design Overlay District (UDOD), which promotes walkability, lesser front yard setbacks, and a more urbanized look. Due to the inconsistencies between the intent of the UDOD and the development pattern of the existing development within the North Creek Business Park PUD, staff relied primarily on the PUD regulations to guide the review of the project. Staff has worked with the Petitioner to ensure that the spirit of the UDOD is met where possible. However, a gas station is a heavily auto-oriented use that is difficult to fit into the intent of the UDOD regulations. Despite a lack of pedestrian connectivity in the subdivision and general area, the Petitioner has planned for pedestrian connections throughout and around the site.

# PROPOSED USE

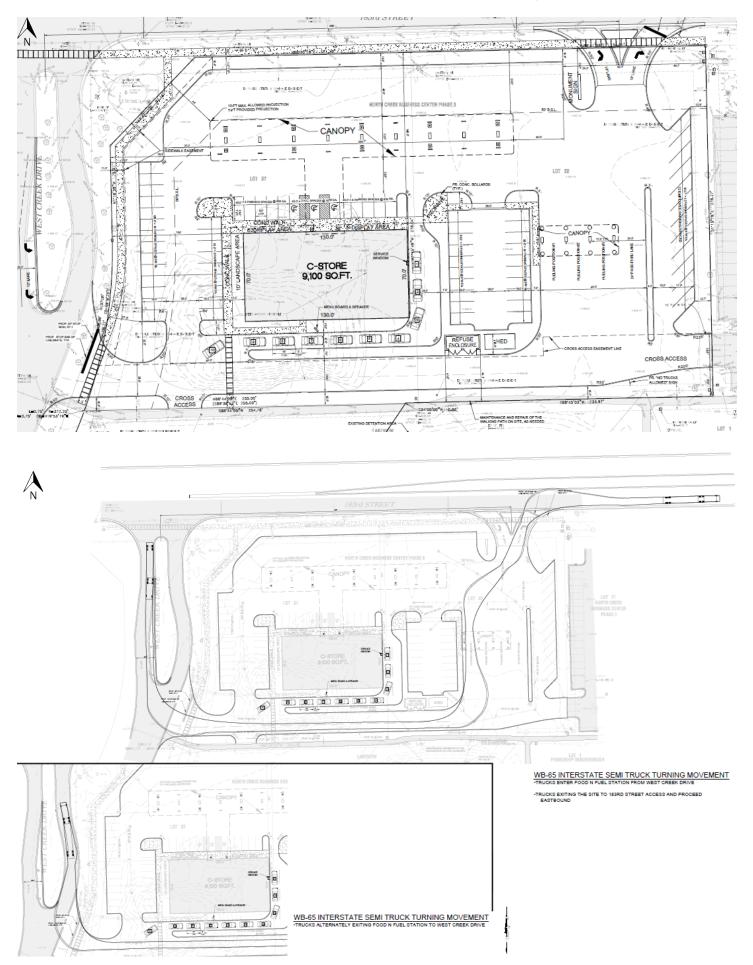
The proposed gas station site includes fueling stations for 18 vehicle and three large trucks. There will be a 9,100 sq. ft. convenience store building that sells vehicle fuel and typical retail items (food, drinks, snacks, tobacco, etc.) The convenience store building will include space for a Dunkin' Donuts with a drive-thru, a second food service vendor, and a separate area intended for video gaming. While it is not in context with a Site Plan review, the Petitioner plans to request video gaming and liquor licenses from the Village Board following site development approvals.



# SITE PLAN

The site will include the convenience store building, vehicle fueling area/canopy, truck fueling area/canopy, vehicle parking, a drive-thru lane, walkways, landscaping, a storage shed, and a dumpster enclosure. Additionally, new utilities will be provided to the building, such as watermain, sewer lines, and lighting.

Access to the site will be through two curb cuts, one on 183<sup>rd</sup> Street and one on West Creek Drive. Additionally, there will be cross-access for vehicles to the east through Hamada to North Creek Drive (existing cross-access exists on the Hamada site). The cross-access through Hamada will only be used for personal vehicles, and truck access will be prohibited. Trucks primarily access the site from West Creek Drive and exit eastbound onto 183<sup>rd</sup> Street.



The access on 183<sup>rd</sup> Street is currently proposed as a full-access. Staff does not expect that the full-access design will receive approval from Cook County Department of Transportation (CCDOT) or the Village Engineer due to safety concerns with the proximity to two other full access points. Having full access points too close together on a heavily traveled roadway can create dangerous and competing vehicles turning movements. Additionally, it is expected that a traffic signal will be installed at North Creek Drive in the future when the mental health center site is redeveloped. The traffic signal makes a full-access point even more problematic. With existing full access points already established (North Creek Drive and West Creek Drive), it is recommended a limited (right-in/right-out) access be pursued on 183<sup>rd</sup> Street. The site circulation (including truck and emergency vehicles) was designed to work even if this access point is reduced to right-in/right-out only, so no site changes will be needed. Staff recommends the plans be revised accordingly.

The plans have been revised to show right-in/right-out access along 183<sup>rd</sup> Street that is expected to be more efficient and safer for turns in and out of the site. The access will have a raised median and signage as required by Cook County DOT to ensure the right-in/right-out requirement is being followed. Full-access will still be available through West Creek Drive and North Creek Drive.

The Subdivision Code requires that any new development or redevelopment install a public sidewalk on all public frontages. While the existing sidewalk network in the area is limited, there is sidewalk running west of the site along 183<sup>rd</sup> Street. Therefore, staff recommended the Petitioner install the sidewalk instead of providing a cash-in-lieu payment. The sidewalk is the standard 6 feet wide in commercial areas and runs along both the 183<sup>rd</sup> Street and West Creek Drive frontages. The sidewalk runs onto the development site to avoid existing parkway trees and a subdivision sign for a small portion; that portion of the sidewalk has been placed in a public sidewalk easement as indicated on the plat.



# LANDSCAPE

The proposed Landscape Plan has been reviewed by the Village's Landscape Architect and finds it to be in general conformance with the Village's Landscape Ordinance with a few exceptions. The proposal requests a waiver from the north bufferyard landscaping totals due to a substantial number of parkway trees already proposed to be installed. The petitioner has indicated that additional landscaping along the 183<sup>rd</sup> Street frontage, especially trees, will block most visibility to the site, which is required to run the business successfully and for traffic visibility reasons. The Village's consultant supports the bufferyard and recognizes the area functions appropriately with the addition of parkway trees. However, there is an ability to add additional shrubs within this frontage. If additional pavement area exists, widening the bufferyard can also reduce the amount of landscaping required. The east bufferyard area has the ability to add additional landscaping and a tree in an end island that has been left as lawn. Staff recommends these few revisions be made to reduce the landscape waivers on the North and East bufferyards where possible.

The east bufferyard was revised to be in full compliance with the landscape code requirements. The north bufferyard was revised to add approximately 24 shrubs and an understory planting. Staff believes the bufferyard and parkway landscaping combination will create an attractive front landscape buffer that exceeds the neighboring property's landscaping.

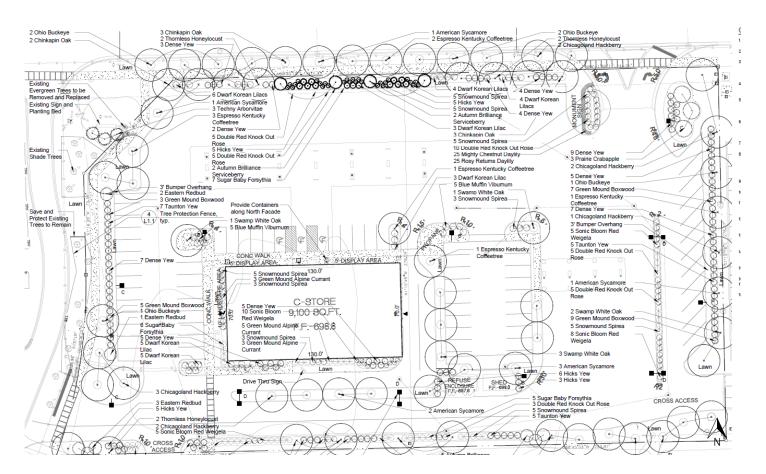
BUFFERYARD REQUIREMENTS							
Bufferyard Location	Required Width	Proposed Width	Length	Required Plantings	Proposed Plantings	Deficit	
North	10'		462′	23 CT	11 CT	-12 CT	
("C" Bufferyard)		10′	(excluding	10 US	10 US	- US	
			entry aisle)	93 SH	64 SH	-29 SH	

The second waiver being requested is in regards to the interior parking lot landscaping. The petitioner has worked to offset these deficiencies by meeting the high density and size of landscaping required throughout the site perimeter. The landscape code is not particularly easy to comply with on a gas station property in regards to interior parking lot landscaping. The fueling area needs to remain free form obstructions and allow room for vehicle and truck movement throughout the site. Landscaping pots can be added but these are often hard to maintain hearty landscaping in throughout the year.

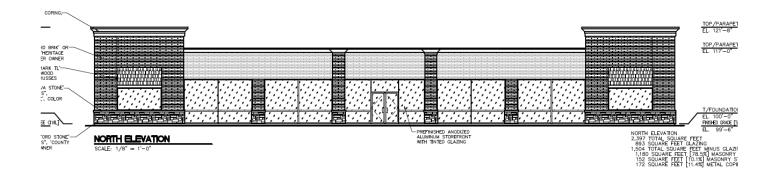
The interior landscaping shortage is a result of the gas station fueling area being counted as a parking lot. The Plan Commission agreed there was limited ability to expand this landscaping without creating vehicle safety or maintenance issues.

PARKING LOT LANDSCAPING STANDARDS					
Requirement	Provided	Deficit	Comments		
15% of parking lot area to be landscaped or 13,390 square feet	3,040 square feet	10,350 square feet	89,289 s.f. of parking lot shown on landscape plan and includes fueling area. Add shrubs to large island in the middle of the site that wraps drive thru / parking.		

The petitioner met the majority of the landscape code, yet these few deficiencies remain due to site constraints. The proposed landscaping is similar in style and design with surrounding area properties, such as Hamada, Comfort Inn & Suites, Sleep Inn, and the recently approved Holiday Inn. Below is a list of the landscaping deficiencies in the proposed plan. The species and variety of plantings are expected to increase the appeal of the property and overall area.



# ARCHITECTURE

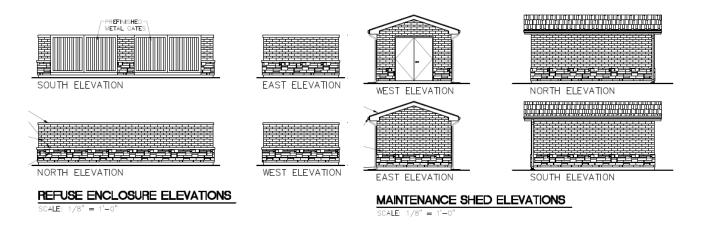


The design of the convenience store building and gas station canopy will resemble other Food N Fuel and Gas N Wash locations. The building primarily utilizes high-quality materials, including face brick (78.6% of exterior, excluding glazing) with stone around the base (14.2% of, excluding glazing). The remaining area of the building utilizes metal and EIFS for architectural treatments. The building will have a red metal coping/cornice around the top of the structure. The two fueling canopies are also proposed to be red in color. All mechanical equipment will be screened by the rooftop parapet.

The proposed structure will also have shingled canopies on the front façades. These canopies were previously placed over manual changeable copy signs on previous versions of the plan. The manual changeable copy wall signs were removed by the petitioner as they are a prohibited sign type. The signage areas were revised to include additional front façade windows.

The front façade of the convenience store building was revised to include face brick along the top of the building where there was previously EIFS. The new revision exceeds the Comprehensive Building Code's requirement for 75% face brick. This brick will be lighter in tone/color to give some contrast to the front façade.

The canopy supports, dumpster enclosure, and storage shed are proposed to be wrapped in stone and brick that matches the convenience store structure in style and design. A similar design on these accessory structures is expected to give a high-quality finished look to the site.



#### <u>RENDERINGS</u>

The renderings were revised with the changes from the staff report and Plan Commission workshop, with the exception of the brick on the front façade of the convenience store.





## SIGNAGE

The petitioner has proposed the following signs:

- Four wall signs (including one 15 sq. ft. interior tenant sign)
- Three gas station canopy signs
- Two directional "Trucks" canopy signs
- One Dunkin Donuts drive-thru menu board and clearance bar
- Four drive-thru directional signs (no logos)
- One monument sign

All proposed signs meet the code requirements for size, number, and location. Staff notes that Dunkin Donuts wall signs are considered the primary signage for the convenience store building and that the "Future Food Tenant" is considered an interior tenant without a separate entrance and is limited to 15 sq. ft. in size.



## PARKING

#### OVERALL PARKING

The Village Zoning ordinance provides some guidance for required parking for various uses; however, there is no specific reference for a convenience store associated with a gas station, restaurants, or video gaming. In these situations where a specific use is not listed, the Plan Commission approves the parking based on the Petitioner's proposal and professional parking study is typically required.

The site is unique due to a mix of different uses proposed to be incorporated into the convenience store building. While the parking analysis below breaks out each use individually, some of demand may include overlapping customers (for example, someone getting gas may also be buying retail items and/or doing to Dunkin Donuts. The proposed plan anticipates a need for 68 parking stalls following typical Zoning Code parking requirements based on individual uses:

- 34 parking stalls for retail use (1 space per 150 sq. ft.; 5,100 sq. ft. retail space/150 = 34).
- 17 parking stalls for dining/restaurant uses (1 space per 3 seats; 51 seats/3 = 17)
- 5 parking stalls for gaming machines (1 parking space per seat)
- 12 parking spaces for employees (1 parking space per maximum number of employees)

With 68 spaces (65 standard, 3 accessible) supplied based on the proposed plans, the parking requirements would meet the Zoning Code's minimum. Additionally, there are 18 vehicle fueling stations and 4 truck fueling stations. Staff believes 68 spaces will be more than sufficient due to the unique mix of uses on the site and that many of the uses will share customers. Also, the nature of the business results in high turnover with limited long-stay parking needs (in contrast to typical retail stores) outside of the employees. Minimum parking requirements are an imperfect science and can often require too much parking to being installed. "Over parking" can result in smaller structures, less landscaping, negative environmental effects, and higher development costs.

While it is a unique use, there are other existing Food N Fuel and Gas N Wash locations that can be useful to compare the site to. During the annexation of the Food N Fuel on Harlem Ave, Village staff conducted informal parking counts at that location. Below in Table 1 are the vehicle counts for the 52 existing parking spaces, while table 2 indicates the number of trucks at Food N Fuel on Harlem Ave in Tinley Park.

Table 1		
3.16	Noon	12
3.19	10:00 AM	12
3.19	0:00	6
3.19	8:47 PM	13
3.2	8:02 AM	9
3.2	9:25 PM	11
3.20	10:00 AM	17
3.21	7:45 AM	13
3.21	10:00 AM	18
3.22	7:25 AM	15
3.22	8:34 PM	10
3.22	10:00 AM	14
3.23	7:50 AM	9
3.23	1:30 PM	17
3.26	8:00 AM	13
3.26	11:00 AM	16
3.27	11:20 AM	17
3.27	8:55 AM	11
3.27	6:50 PM	8
3.28	7:35 AM	11
3.28	5:52 PM	10
3.29	7:15 AM	16

Table 2					
# Trucks	Comment				
1	PARKED				
0					
2	1 GETTING GAS				
1	PARKED				
1	PERSON SITTIN	G IN TRUCK			
2	GETTING GAS				
0					
2					
2	1 IDLING, 1 IN C	AR AREA- COULD	N'T HEAR I	DLING AT H	HOUSE
4	2 fueling , 1 wa	iting to fuel, 1 pa	rked with <sub>l</sub>	person insi	de idling
0					
2	fueling				
1	fueling				
2	fueling				

For comparison, staff also visited the Gas N Wash on 191<sup>st</sup> in Mokena and collected some informal parking counts shown in Table 3 Below.

Table 3			
		Parking Count in parking	
Day	Time	stalls only	Video gaming
3.16	10:30 AM		3
3.19	10:30AM	15	3
3.20	10:30 AM	20	5
3.21	10:30 AM	20	5
3.22	10:30 AM	14	2
3.23	10:30 AM	12	2
3.26	10:30 AM	13	5
3.27	8:15 AM	20	5
3.27	10:30 AM	12	1

The proposed site has a total of 68 parking stalls, which exceeds the total number of parking stalls at the two nearby location: Harlem Avenue Food N Fuel has 52 and the 191<sup>st</sup> Street Mokena Gas N Wash has 45. While the subject site's location may be busier for fueling services, it also will not have car wash service that is available at the other two locations that are noted. It is important to note that the nearby Speedway gas station has approximately 45 parking spaces and 16 fueling stations. Based on these surrounding area locations and proposed parking, it appears there is sufficient parking for vehicles and trucks proposed on the subject site.

#### DRIVE-THRU

The Zoning Code does not have specific requirements in regards to drive-thru stacking, and each case is determined through Site Plan Review. The Dunkin Donuts drive-thru is proposed to have stacking availability for ten vehicles (six prior to the order board and four after). This exceeds the stacking at the majority of other Gas N Wash and Food N Fuel locations that have Dunkin Donuts, which typically have eight vehicles stacking spaces. Due to the unique nature of these being attached to a Gas Station/Convenience Store, staff has requested additional information and counts on vehicle stacking at the drive-thru. The updated drive-thru information is expected to be presented at the workshop meeting.

The updated traffic analysis appears to show adequate queuing/stacking compared to surrounding area locations. An additional two stacking spaces are proposed compared to most other locations. The specific location of the drive-thru sign can be determined with the building permit if additional menu-board stacking is needed.

#### <u>OVERALL</u>

An initial parking study and turning templates were supplied by the Petitioner's consultant (KLOA). However, staff requested additional data and information be included in the analysis specific to the drive-thru and truck traffic. Updated turning templates and a traffic/parking analysis is forthcoming and expected to be available and presented at the workshop meeting.

A revised traffic and parking analysis was submitted from the Petitioner's traffic consultant (KLOA) that includes additional counts from nearby locations, truck traffic demand/access information, and drive-thru staking details. The report indicates while some truck traffic may enter the site from I-80, it is not expected to be heavy or noticeable in terms of changes to traffic. Two to three trucks per hour are expected to be on-site to refuel. Some may stay at the location but the majority will leave the site after fueling. Three fueling stations are proposed to handle trucks.

In response to the Commission's question about a potential traffic light nearby, the Village Engineer indicated that the likely placement of a traffic light would be at West Creek Drive due to alignment to the vacant TPMHC property to the north and distance from the existing traffic light at 183<sup>rd</sup> Street and Harlem Avenue. Previous reviews noted that the existing traffic counts and queuing times coming out of the subdivision did not warrant a signal yet according to Cook County DOT standards. Since that time one hotel has been constructed, a second hotel is

expected to be completed next year, a gas station/convenience store has been proposed, and development proposals were submitted for the TPMHC property. The review, approval, and installation does take time but the Village Engineer plans to reach out to Cook County DOT and request this location be reviewed and budgeted for.

## LIGHTING

A new lighting ordinance was recently recommended for approval by the Plan Commission and adopted in September 2019. The lighting plan for the proposed development complies with the new lighting standards in respect to fixture type, illumination intensity, and light intensity at the property lines.

The Petitioner has provided a Photometric Plan that provides lighting via 11 LED light poles, 46 LED canopy fixtures, and two LED wall mount fixtures throughout the site. The Photometric Plan indicates light spillage of less than one foot candle the roadway and property lines. All light fixtures are full cut-off and downcast to prevent glare on adjacent properties and roadways.



# SPECIAL APPROVALS NEEDED

#### PUD Ordinance Amendment

The original PUD Special Use (Ord. 91-O-083) indicated a number of additional permitted uses, more typical of B-3 zoning district (hotels, theaters, clubs, daycares, banks, etc.) to be included in the PUD in addition to the ORI zoning uses permitted by the underlying district. In 1995, a portion of the area included in the PUD (adjacent to Harlem Avenue) was changed from the ORI base zoning to General Business (B-3) base zoning (Ord. 95-O-055). This allowed B-3 uses in that area but did not change the uses on the ORI areas.

The proposed amendment adds an "automobile service station with a convenience store" to the list of permitted uses but only on the subject property. By limiting it to the subject property, it prevents any other sites within the

PUD from developing a gas station where it might be less appropriate. All other PUD regulations will stay intact in regards to development requirements and permitted uses.



The 183<sup>rd</sup> Street and Harlem Ave corridors are heavy commercial-oriented corridors. Commercial uses currently stretch from Speedway at the southwest corner of Harlem Ave & 183<sup>rd</sup> Street to the Hamada restaurant that is to the east of the subject site. The access and visibility on 183<sup>rd</sup> Street are advantages that make the site plausible for commercial-type uses, including a gas station and convenience store. The intersection and area has shown demand for another gas station nearby with Speedway being among the busiest in the nation and often difficult to find available pumps due to the demand. The subject site is the most likely site to be developed as a gas station in the area due to it being undeveloped and the location being in Will County (seen as a significant advantage in regards to cigarette and sales tax).

#### Special Use Permit for a Substantial Deviation

The Petitioner is requesting a Special Use Permit for a Substantial Deviation from the PUD. Deviations from Village's Zoning Ordinance are considered Exceptions rather than Variations when located within a PUD and do not require the standard Findings of Fact as required with a Variation. Alternatively, Exceptions are looked at in terms of their conformance to their overall PUD's design and goals. The Urban Design Overlay District (UDOD) standards help promote a more urban and walkable environment by influencing things like building placement, parking placement, pedestrian connections, limited curb cuts, and cross-access. However, the auto-oriented nature of a Gas Station makes meeting many of the requirements difficult. The North Creek PUD was designed prior to the approval of the Urban Design Overlay District (UDOD). Due to the unique nature of the site and the existing development patterns within the PUD, the exceptions retain the character and previously set design of the PUD.

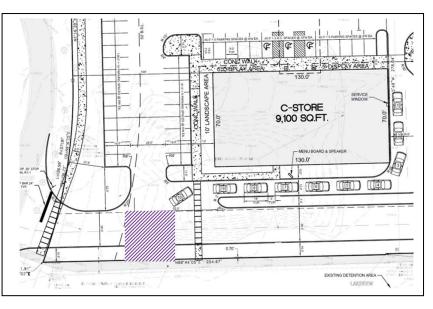
Below are the specific Exceptions and Deviations being requested as part of the Special Use:

- 1. Exceptions from the Urban Design Overlay District (Section V)
  - a. Increased front yard setback (140.5' proposed)
  - b. Allow parking in the front yard
  - c. Maximum of one curb cut per site (two proposed)
- 2. Deviations from the PUD Requirements and Sign Regulations (Section IX)
  - a. Allow parking in the front and side yards
  - b. Changes to the approved lots as indicated in the Final Plat of Subdivision

The parking and fueling area is proposed to be placed in the front yard of the site compared to the UDOD regulations that require it be placed in the rear of the building. While the site was designed to safely accommodate

pedestrians coming to and from the site with the inclusion of a public and private walkway system, the fueling area is proposed to be in the front of the building. The design is typical of gas stations, which primarily serve vehicles. Many existing developments in the PUD have included at least some parking in the front yards, including the nearby Hamada Restaurant and Holiday Inn sites.

Cross-access was designed and is proposed to Hamada restaurant to the east. However, the vacant lot to the south is separated by a previously planned and developed walking path that connects throughout the subdivision and limits the ability to place a drive aisle through it. Previous concept plans also did not anticipate cross-access connections from the lots along 183<sup>rd</sup> Street to the more southern properties. Placing across-access easement on the plat is possible to allow a future connection to the depending on south the use and development type (see the potential location of easement in purple on image to the right). The maximum of one curb cut is also



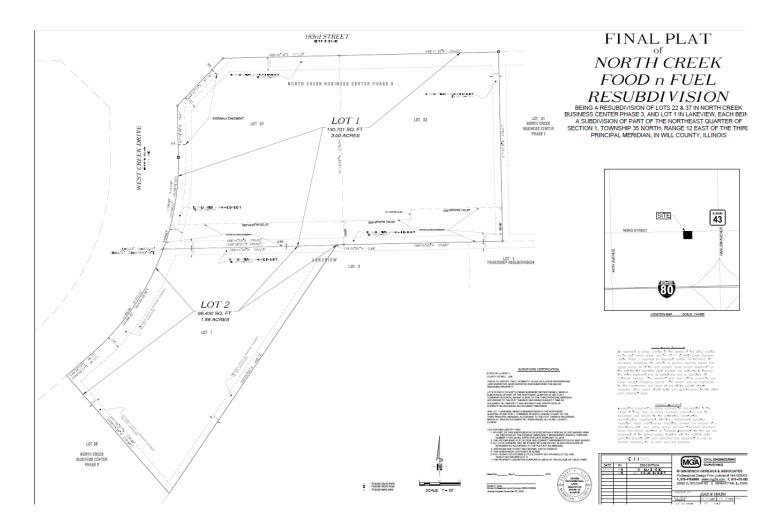
not feasible on most gas stations due to the turning radius of fuel and semi-trucks. The additional curb cut is needed for proper vehicle and emergency vehicle circulation.

Additional cross-access was added to the Plat of Subdivision for a potential future department to the south. Whether this cross-access connection is utilized can be determined through site plan review when that development is proposed.

With the proposed perimeter landscape buffering and proposed pedestrian connections, staff is confident the proposed site plan meets the integrity of the PUD and UDOD. While there are a variety of site plan configurations in the PUD and the specific layouts are more of are a reflection of the lot configuration (lot shape and width) and locations near major roadways, then strict compliance with the PUD regulations.

#### Final Plat of Subdivision Approval

The proposed Plat of Subdivision will consolidate two existing lots along 183<sup>rd</sup> Street. The proposed consolidated lot will also include a small portion (178.27 sq. ft.) of the lot to the south that will make the resulting lot a total of 3 acres in size. Existing drainage and utility easements will remain on the property. Easements for the public sidewalk and cross-access to east and south have been included in the Final Plat.



Section X.J.5. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission. The Plan Commission is encouraged to consider these standards (listed below) when analyzing a Special Use request. Staff will provide draft Findings in the Staff Report for the Public Hearing.

<u>X.J.5. Standards</u>: No Special Use shall be recommended by the Plan Commission unless said Commission shall find:

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
  - The Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare because the proposed project will encompass the development of an automobile service (gas) station and convenience store that will service for visitors and residents of the community. The project will be constructed meeting current Village building codes and compliment surrounding businesses and properties.
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
  - The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood because the proposed project will develop land that is currently vacant and provide services for visitors and residents of the community. The site will be well-landscaped and the building will be constructed with quality materials. This proposed use is similar and compatible with existing nearby uses.
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
  - The Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district because the majority of the property within this area has already been developed. Landscape buffers and cross-access has been supplied for the vacant property to the south.
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
  - The proposed plans provide evidence of existing utilities, access roads, and drainage and show proposed plans for necessary modifications to existing utilities, access roads, and drainage to be accommodated on the Food N Fuel site. Drainage has been accounted for within the existing subdivision pond to the southwest of the proposed site.
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
  - The proposed plans include site access by utilizing two curb cuts on 183<sup>rd</sup> Street and West Creek Drive that allow for ingress/egress to the site and efficient site circulation. Cross-access for passenger vehicles is also provided by a cross-access easement to the east through the neighboring property that connects to North Creek Drive. Cross-access is also supplied to the vacant lot to the south for possible future cross-access as well. The site incorporates proposed public and private walkways for safe pedestrian travel to and from the site.
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to

ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.

- The Special Use conforms to all other applicable regulations of the Planned Unit Development and the Village's ordinances and codes. This Special Use Permit is necessary to allow the deviation from the North Creek Business Park Planned Unit Development and allowing for exceptions from the Urban Design Overlay District to the front yard setback, location of parking, and the maximum of one curb cut. These exceptions are consistent with other properties within the North Creek Business Park and the intent of the regulations are met where possible.
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
  - The proposed Food N Fuel project will contribute directly to the economic development of the community by providing fuel, retail, and food services to visitors, providing additional jobs, and providing additional property and sales tax revenue where the existing vacant property is generating minimal tax revenue.

## STANDARDS FOR SITE PLAN APPROVAL

Section III.T.2. of the Zoning Ordinance requires that Planning Staff must find that the conditions listed below must be met. Staff will prepare draft responses for these conditions within the next Staff Report.

- a. That the proposed Use is a Permitted Use in the district in which the property is located.
- b. That the proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses.
- c. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient, and convenient movement of traffic, not only within the site but on adjacent roadways as well.
- d. That the Site Plan provides for the safe movement of pedestrians within the site.
- e. That there is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses and will provide a pleasing appearance to the public; any part of the Site Plan area not used for buildings, structures, parking, or access-ways shall be landscaped with a mixture of grass, trees, and shrubs.
- f. That all outdoor trash storage areas are adequately screened.

# MOTIONS TO CONSIDER

If the Plan Commission wishes to take action on the Petitioner's requests, the appropriate wording of the motions are listed below. The protocol for the writing of a motion is to write it in the affirmative so that a positive or negative recommendation correlates to the Petitioner's proposal. By making a motion, it does not indicate a specific recommendation in support or against the plan.

#### Motion 1 (Site Plan):

"...make a motion to grant the Petitioner, Lenny's Food N Fuel 183rd Street LLC, Site Plan Approval to construct an automobile service (gas) station and a 9,100 sq. ft. convenience store building at 7451 183<sup>rd</sup> Street in the ORI PD (Office & Restricted Industrial, North Creek Business Park PUD) Zoning District, in accordance with the plans submitted and listed herein and subject to the following conditions:

- 1. Any changes in drive-thru or parking demand from what was presented would require a new traffic/drivethru analysis and prior approval to ensure the on-site drive-thru stacking and parking is sufficient.
- 2. Site Plan approval is subject to final engineering review and approval.
- 3. Site Plan approval is subject to approval of the PUD Ordinance Amendment, Special Use for a Substantial Deviation with the PUD, and Final Plat approval."

[any conditions that the Commission would like to add]

#### Motion 2 (PUD/Special Use Ordinance Amendment):

"...make a motion to recommend that the Village Board amend Section 4-A. in Ordinance 91-O-083 (Special Use for North Creek Business Park PUD) at the request of Lenny's Food N Fuel 183rd Street LLC to permit an "automobile service (gas) station with a convenience store" as a permitted use on Lot 1 of the North Creek Food N Fuel Resubdivision."

#### Motion 3 (Special Use for Substantial Deviation):

"...make a motion to recommend that the Village Board grant a Special Use Permit for a Substantial Deviation from the North Creek Business Park PUD and Exceptions from the Zoning Ordinance (including reduced front yard setback, parking location and number of curb cuts) to the Petitioner, Lenny's Food N Fuel 183rd Street LLC, to permit an automobile service (gas) station and a 9,100 sq. ft. convenience store on the property located at 7451 183<sup>rd</sup> Street in the ORI PD (Office & Restricted Industrial, North Creek Business Park PUD) Zoning District, in accordance with the plans submitted and listed herein and adopt Findings of Fact as proposed by Village Staff in the Staff Report, subject to the following condition:

1. Any changes in drive-thru or parking demand from what was presented would require a new traffic/drivethru analysis and prior approval to ensure the on-site drive-thru stacking and parking is sufficient."

[any conditions that the Commission would like to add]

#### Motion 4 (Final Plat):

"...make a motion to recommend that the Village Board grant approval to the Petitioner, Lenny's Food N Fuel 183rd Street LLC Final Plat Approval for North Creek Food N Fuel Resubdivision in accordance with the Final Plat submitted and listed herein, subject to the following condition:

1. The Final Plat approval is subject to Final Engineering approval by the Village Engineer."

[any conditions that the Commissioners would like to add]

# LIST OF REVIEWED PLANS

Submitted Sheet Name	Prepared By	Date On Sheet
Alta/NSPS Land Title Survey (Lot 22 and Lot 37)	McBride	10-03-19
Plat of Survey (Lot 1)	MGA	N/A
Final Plat of North Creek Food n Fuel Resubdivision	MGA	11-11-19
Preliminary Site Plan	MGA	11-11-19
Preliminary Engineering Plan	MGA	11-11-19
Building Elevations (Brick Added)	ARSA	11-14-19
Floor Plan	PES	N/A
Color/3D Renderings (Unrevised)	ARSA	11-8-19
Landscape Plan	Upland	11-13-19
Storefront and Exterior Signage Plans	VB	9-4-19
Lighting Plan	LSI	8-15-19
Lighting Fixture Specs	LSI	N/A
Parking and Traffic Evaluation	KLOA	11-12-19
Truck, Fueling, and Fire Engine Turning Templates	MGA	11-11-19

McBridge = McBride Engineering

MGA = M Gingerich Gereaux & Associates (Civil Engineering & Surveying)

ARSA = Alan R Schneider Architects P.C.

PES = PES Design Group

Upland = Upland Design (Landscape Architects)

VB = VanBruggen Signs

LSI = LSI Industries Inc (Lighting)

KLOA = Kenig, Lindgren, O'Hara, Aboona, Inc (KLOA; Traffic/Transportation Consultants)

VILLAGE OF TINLEY...



Village of Tinley Park Community Development Dept. 16250 S. Oak Park Ave. Tinley Park, IL 60477 708-444-5100

# VILLAGE OF TINLEY PARK, ILLINOIS PLANNING AND ZONING GENERAL APPLICATION

#### **REQUEST INFORMATION**

\*Additional Information is Required for Specific Requests as Outlined in Specific Addendums

Special Us	e for: GAS STA	TION IN ORI DIST	RICT	
			ept Preliminary F	inal Deviation
<b>Variation</b>		I Commercial		
Annexatio		—		
		ient) From		—
	vision, Consolic	dation, Public Eas	ement) Prelimina	ary Final
Site Plan	Change Ann	revel		
	e Change App			
PROJECT & P	ROPERTY INFO	RMATION		
Project Name:	LENNY'S FO	OD N FUEL 183R	O STREET, LLC	
Project Description	GAS STATIO	N, CONVENIENCE	STORE, DRIVE UP	FOOD SERVICE, GAMING, LIQU
Project Address:	183RD ST	7451	Property Index No. (PIN):	09-01-201-016 AND -015
Zoning District:	-ORI		Lot Dimensions & Area:	3.02 ACRE
<b>Estimated Project</b>	Cost: \$			
	ECORD INFORM			
			designated representativ	e for any corporation.
Name of Owner:	STANDARD BA		Company:	
Street Address:	2400 W 95TH S	Т.	City, State & Zip: EVE	RGREEN PARK, IL 60642
E-Mail Address:			Phone Number:	
APPLICANT I				
Same as Owner	of Record			
All corresponden Representative C	ce and invoices wil onsent" section mu	l be sent to the applic ist be completed.	ant. If applicant is differe	ent than owner, "Authorized
Name of Applicant	LYMAN C TIE		Company:	

Relation To Project:	ATTORNEY FOR LEN MCENERY	CONTRACT PURCHASER	
Street Address:	12417 TAHOE LN	City, State & Zip: MOKENA, IL 60448	2.3
E-Mail Address:	LCTIEMAN@YAHOO.COM	Phone Number:	



Village of Tinley Park Community Development Dept. 16250 S. Oak Park Ave. Tinley Park, IL 60477 708-444-5100

VILLAGE OF TINLEY PARK. ILLINOIS

PLANNING AND ZONING GENERAL APPLICATION

# Authorized Representative Consent

It is required that the property owner or his designated representative be present at all requests made to the Plan Commission and Zoning Board of Appeals. During the course of a meeting, questions may arise regarding the overall project, the property, property improvements, special conditions attached to recommendations among other aspects of any formal request. The representative present must have knowledge of the property and all aspects of the project. They must have the authority to make commitments related to the project and property. Failure to have the property owner or designated representative present at the public meeting can lead to substantial delays to the project approval. If the owner cannot be present or does not wish to speak at the public meeting, the following statement must be signed by the owner for an authorized repetitive.

# I hereby authorize LYMAN C TIEMAN

х

\_\_\_\_\_ (print clearly) to act on my behalf and advise that they have full authority to act as my/our representative in regards to the subject property and project, including modifying any project or request. I agree to be bound by all terms and agreements made by the designated representative.

**Property Owner Signature:** 

Property Owner Name (Print): LEONARD MCENERY, CONTRACT PURCHASER

## <u>Acknowledgements</u>

- Applicant acknowledges, understands and agrees that under Illinois law, the Village President (Mayor), Village Trustees, Village Manager, Corporation Counsel and/or any employee or agent of the Village or any Planning and Zoning Commission member or Chair, does not have the authority to bind or obligate the Village in any way and therefore cannot bind or obligate the Village. Further, Applicant acknowledges, understands and agrees that only formal action (including, but not limited to, motions, resolutions, and ordinances) by the Board of Trustees, properly voting in an open meeting, can obligate the Village or confer any rights or entitlement on the applicant, legal, equitable, or otherwise.
- Members of the Plan Commission, Zoning Board of Appeals, Village Board as well as Village Staff may conduct inspections ٠ of subject site(s) as part of the pre-hearing and fact finding review of requests. These individuals are given permission to inspect the property in regards to the request being made.
- Required public notice signs will be obtained and installed by the Petitioner on their property for a minimum of 10 days prior to the public hearing. These may be provided by the Village or may need to be produced by the petitioner.
- The request is accompanied by all addendums and required additional information and all applicable fees are paid before • scheduling any public meetings or hearings.
- Applicant verifies that all outstanding fees and monies owed to the Village of Tinley Park have been paid. .
- Any applicable recapture, impact, engineering, contracted review or other required fees and donations shall be paid prior . to issuance of any building permits, occupancy permits, or business licenses.
- The Owner and Applicant by signing this application certify that the above information and all supporting addendums and documentation is true and correct to the best of their knowledge.

Property Owner Signature:	×
Property Owner Name (Print):	LEONARD MCENERY, CONTRACT PURCHASER
Applicant Signature: (If other than Owner)	
Applicant's Name (Print):	LYMAN C TIEMAN
Date:	AUGUST 19, 2019

VILLAGE OF TINLEY...



Village of Tinley Park Community Development Dept. 16250 S. Oak Park Ave. Tinley Park, IL 60477 708-444-5100

# VILLAGE OF TINLEY PARK, ILLINOIS SPECIAL USE ADDENDUM

# **APPLICATION & SUBMITTAL REQUIREMENTS**

A complete application consists of the following items submitted in a comprehensive package. If materials are submitted separately or are incomplete they may not be accepted and may delay the review and hearing dates until a complete application package is received. The following information is being provided in order to assist applicants with the process of requesting a **Special Use** permit from the terms of the Zoning Ordinance (Section 5-B). This information is a summary of the application submittal requirements and may be modified based upon the particular nature and scope of the specific request.

Depending upon meeting schedules, legal notification requirements, and the specific type and scope of the request, this process generally takes between 45 to 60 days from the date of submission of a complete application package. Please schedule a pre-application meeting with Planning Department staff to review the feasibility of the proposal, discuss applicable Ordinance requirements, discuss submittal requirements, and receive some preliminary feedback on any concept plans prior to making a submittal.

General Application form is complete and is signed by the property owner(s) and applicant (if applicable).

Ownership documentation is submitted indicating proper ownership through a title report or title policy. If a corporation or partnership, documentation of the authorized agent must be supplied as well. All beneficiaries of a property must be disclosed.

A written project narrative detailing the general nature and specific aspects of the proposal being requested. Details on any employee numbers, parking requirements, property changes, existing uses/tenants, hours of operation or any other business operations should be indicated. Any additional requests such as Site Plan approval or a Variation should be indicated in the narrative as well.

A Plat of Survey of the property that is prepared by a register land surveyor and has all up-todate structures and property improvements indicated.

Site Plan and/or Interior layout plans that indicate how the property and site will be utilized.

Responses to all Standards for a Special Use on the following page (can be submitted separately along with the narrative, but all standards must be addressed).

\$400 Special Use hearing fee.

# STANDARDS AND CRITERIA FOR A SPECIAL USE

Section X.J. of the Village of Tinley Park Zoning Ordinance requires that no Special Use be recommended by the Plan Commission unless the Commission finds that all of the following statements, A-G listed below, are true and supported by facts. Petitioners must respond to and confirm each and every one of the following findings by providing the facts supporting such findings. The statements made on this sheet will be made part of the official public record, will be discussed in detail during the public meetings and will be provided to any interested party requesting a copy. Please provide factual evidence that the proposed Special Use meets the statements below. If additional space is required, you may provide the responses on a separate document or page.

A. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.

THE PROPOSED SUP FOR GAS STATION, CONVENIENCE STORE, DRIVE-UP FOOD SERVICE, GAMING AND PACKAGED LIQUOR SALES WILL NOT BE DETRIMENTAL TO OR ENDANGER THE PUBLIC HEALTH, SAFETY, MORALS, COMFORT OR GENERAL WELFARE. THE PROPOSED USE WILL PROVIDE A NEEDED SERVICE TO RESIDENTS AND GUESTS OF OTHER BUSINESSES IIN THE EXISTING ORI DISTRICT. THE USE WILL BE DEVELOPED AND CONSTRUCTED IN ACCORDANCE WITH ALL LOCAL AND STATE CODES AND ORDINANCES.

- B. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. THE USE WILL NOT INJURE CURRENT USES OF OTHER PROPERTY ALREADY PERMITTED NOR WILL IT DIMINISH EXISTING PROPERTY VALUES.
- C. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. SURROUNDING PROPERTIES ARE SUBSTANTIALLY DEVELOPED WITH USES PERMITTED IN THE ORI DISTRICT.
- D. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided. UTILITIES ARE EXISTING TO SITE. ACCESS AND DRAINAGE WILL BE PROVIDED IN ACCORDANCE WITH VILLAGE AND STATE CODES.
- E. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

INGRESS AND EGRESS WILL BE PROVIDED IN ACCORDANCE WITH THE PROPOSED SITE PLAN TO 183RD STREET AND WEST CIRCLE DRIVE

F. That the Special Use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.

APPLICANT IS REQUESTING AN AMENDMENT TO ORDINANCE 91-0-083 GRANTING A SPECIAL USE FOR A PUD FOR NORTH CREEK BUSINESS PARK. IF APPROVED THE AMENDMENT WOULD ALLOW THE PROPOSED USES AS A SPECIAL USE IN THE ORI DISTRICT.

G. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.

THE SPECIAL USE WILL PROVIDE NEEDED SERVICES WHICH ARE COMPATABLE TO THE EXISTING USES IN THE ORI DISTRICT AND WILL PROVIDE SUBSTANTIAL TAX REVENUE TO THE VILLAGE.

VILLAGE OF TINLEY...



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

708-444-5100

# VILLAGE OF TINLEY PARK, ILLINOIS SITE PLAN ADDENDUM

# APPLICATION & SUBMITTAL REQUIREMENTS

A complete application consists of the following items submitted in a comprehensive package. If materials are submitted separately or are incomplete they may not be accepted and may delay the review or meeting dates until a complete application package is received. The following information is being provided in order to assist applicants with the process of requesting **Site Plan** approval. This information is a summary of the application submittal requirements and may be modified based upon the particular nature and scope of the specific request.

Depending upon meeting schedules, legal notification requirements, and the specific type and scope of the request, this process generally takes between 45 to 60 days from the date of submission of a complete application package. Please schedule a pre-application meeting with Planning Department staff to review the feasibility of the proposal, discuss applicable Ordinance requirements, discuss submittal requirements, and receive some preliminary feedback on any concept plans or ideas prior to making a submittal

General Application form is complete and is signed by the property owner(s) and applicant (if applicable).

Ownership documentation is submitted indicating proper ownership through a title report or title policy. If a corporation or partnership, documentation of the authorized agent must be supplied. All beneficiaries of a property must be disclosed.

A written project narrative detailing the general nature and specific aspects of the proposal being requested. Details on existing conditions, any parking requirements, property changes, landscaping, building design, proposed uses/tenants, public improvements or any other site design details should be described. Any additional requests such as a Special Use or Variation should be indicated in the narrative as well.

A Plat of Survey of the property that is prepared by a register land surveyor and has all up-todate structures and property improvements indicated.

 $\times$ Plans and Surveys including all details listed on the Site Plan checklist (next page).

Please make the following document submittals:

- Submit all applications, plans and documents stated above electronically via email/USB drive/ShareFile upload to Community Development Staff (Note: Village email attachment size is limited to 10MB. Please utilize ShareFile if your submission exceeds 10MB).
- One (1) paper copy of all plans in size 11" x 17"
- One (1) paper copy of full size Arch D (24" x 36") plans (scalable).

	Required Plan Submittal Items	Applicant Submitted	Village Received
1.	Site Plan Approval Application		
2.	Complete list and contact information for all project staff and design professionals (Architect, Engineer, Landscape Architect, etc.)		
3.	Plat of Survey, including:         a.       Existing conditions and dimensions;         b.       Legal Description;         c.       Surveyor information; and         d.       Date of completion.	Ø	
4.	<ul> <li>Site Plan, including: <ul> <li>a. Fully-dimensioned property boundaries;</li> <li>b. All building elements and physical improvements;</li> <li>c. Setbacks from all property lines;</li> <li>d. Identification as to whether all elements are "Existing" or "Proposed";</li> <li>e. Dimensioned parking spaces and drive aisles per Section VIII of the Zoning Ordinance;</li> <li>f. Dimensioned sidewalks (within rights-of-way and interior to the site);</li> <li>g. Trash enclosure location and screening/gate materials;</li> <li>h. Loading spaces as required by Section VIII of the Zoning Ordinance;</li> <li>i. Fire hydrant locations as required by the Village Fire Prevention Bureau;</li> <li>j. Lighting standard locations; and</li> <li>k. Ground signs with setbacks noted.</li> </ul> </li> </ul>		
5.	<ul> <li>Zoning Analysis Table <ul> <li>a. Showing existing, proposed, and required zoning conditions for all Lot and Bulk Regulations of the Zoning Ordinance, including but not limited to: <ul> <li>i. Land area in acres and square feet (exclusive of rights-of-way);</li> <li>ii. Building area in square feet (including a breakdown by use for parking calculation);</li> <li>iii. Setbacks;</li> <li>iv. Floor Area Ratio (FAR);</li> <li>v. Lot coverage;</li> <li>vi. Height of all buildings and structures (see definition of height in Zoning Ordinance);</li> <li>vii. Percentage of greenspace; and</li> <li>viii. Parking spaces (with calculations).</li> </ul> </li> </ul></li></ul>		
6.	<ul> <li>Landscape Plan, including: <ul> <li>a. Bufferyards (please include a table indicating required and proposed plant units);</li> <li>b. Parking lot landscape islands;</li> <li>c. Screening/fencing locations;</li> <li>d. Berms (if proposed);</li> <li>e. Plant lists, including: <ul> <li>i. Latin and common names</li> <li>ii. Number of each planting material to be provided</li> <li>iii. Size at planting</li> </ul> </li> </ul></li></ul>	1	
7.	<ul> <li>Photometric Plan, including: <ul> <li>a. Location of light fixtures;</li> <li>b. A cut sheet of light fixtures with indication of cut-offs or shielding; and</li> <li>c. Indicating lighting levels in foot-candles at the following locations: <ul> <li>i. Interior of the subject property;</li> <li>ii. At the property lines (.5 foot candles maximum allowed at the property line); and</li> <li>iii. Ten (10) feet beyond the property lines.</li> </ul> </li> </ul></li></ul>		

8.	Floor Plans, including:		
	a. Preliminary floor plan layout of all buildings;		
	b. Labels for the type of use of the area; and		
	c. Labels for square footage of the area.		
9.	Preliminary Engineering Plans, including but not limited to:		
	<ul> <li>Drainage and water flow patterns or routes;</li> </ul>	L	
	b. On-site detention;		
	<ul> <li>Existing and proposed roadway configurations (adjacent public streets and interior roadways/driveways);</li> </ul>		
	d. Future roadway or access connections (if necessary); and		
	e. Cross access easement(s).		
10.	Signage Plans, including:		
	a. Dimensioned color elevations of ground, wall and directional signage		
	b. A diagram showing the location of the proposed signage with setbacks from property lin	es	
	and internal drive aisles or parking lots; and		
	c. Include description of sign materials and method of illumination.		
11.	Elevations and Renderings		
	a. Building elevations showing all four sides of all buildings.		
	i. Elevations should be fully-dimensioned including height, width, and depth of all		
	major building elements and components, and identify all building materials; and		
	b. Color renderings or 3D model of site.		
	c. Elevation of trash enclosure area with building materials identified (if applicable).		
12.	Building Material Samples (may be submitted after initial Staff Review, but prior to placement on		
	Plan Commission agenda)		
	<ul> <li>Samples of proposed materials including, but not limited to:</li> </ul>		
	<ol> <li>Wall materials such as bricks, stone, and siding;</li> </ol>		
	ii. Roofing;		
	iii. Light fixtures; and		
	iv. Windows, moldings, shutters, and awnings.		
	b. Provide final information on all building materials with vendor, color, and sizes, whe	ere	
	relevant, in a table format.		
	Preliminary Plat(s) (if applicable)		

The above information is intended as an outline of the Submission Requirements for Site Plan Approval and is neither mutually exclusive nor inclusive. The Village's Zoning Ordinance, Landscape Ordinance, Building Codes, and Subdivision Regulations can be found online at the Village website at <u>http://www.tinleypark.org</u>. Questions about Site Plan Approval and other Planning processes may be directed to the Planning Department at:

> Village of Tinley Park Planning Department 16250 S. Oak Park Avenue Tinley Park, IL 60477 Phone: (708) 444-5100 Email: <u>planning@tinleypark.org</u>

# LENNY'S FOOD N FUEL 183<sup>RD</sup> STREET, LLC APPLICATION FOR SUP FOR GAS STATION, CONVENIENCE STORE, DRIVE-UP FOOD SERVICE, SALE OF PACKAGED ALCOHOLIC BEVERAGES, GAMING LOTS 22 AND 37 NORTH CREEK BUSINESS CENTER PHASE 3 TINLEY PARK, IL

APPLICANT: LEONARD MCENERY, MANAGER LENNY'S FOOD N FUEL 183<sup>RD</sup> STREET, LLC 8200 W 185<sup>TH</sup> ST UNIT K <u>TINLEY PARK, IL</u> 60487

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#### TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

#### FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

#### SUBJECT: MINUTES OF THE NOVEMBER 21, 2019 REGULAR MEETING

#### Item #1 PUBLIC HEARING: LENNY'S FOOD N FUEL 183RD STREET, LLC, 7451 183<sup>rd</sup> Street

Consider a request to recommend that the Village Board grant Leonard McEnery on behalf of Lenny's Food N Fuel 183rd Street, LLC (Contract Purchaser) an amendment to the North Creek Business Park Planned Unit Development Ordinance (Ord. 91-O-083) to permit an automobile service (gas) station with a convenience store to be a permitted use on the subject property. Additionally, to grant a Special Use Permit for a Substantial Deviation with exceptions from the Zoning Ordnance for the property located at 7401 - 7451 183<sup>rd</sup> Street in the ORI PUD (Office and Restricted Industrial, North Creek Business Park PUD) zoning district. Site Plan and Final Plat approval will also be considered as well.

Present were the following:

Plan Commissioners:	Garrett Gray, Chairman Curt Fielder James Gaskill MaryAnn Aitchison Stephen Vick Tim Stanton
Absent Plan Commissioner(s):	Eduardo Mani Lucas Engel Angela Gatto
Guests:	Leonard McEnery, Petitioner Lyman Tieman, Attorney Michael Werthmann, Traffic Consultant, KLOA

A Motion was made by COMMISSIONER STANTON, seconded by COMMISSIONER VICK, to open the Public Hearing for Lenny's Food N Fuel 183<sup>rd</sup> Street, LLC. The Motion was approved by voice call. CHAIRMAN GRAY declared the Motion approved.

CHAIRMAN GRAY noted that Village Staff provided confirmation that appropriate notice regarding the Public Hearing was published in the local newspaper in accordance with State law and Village requirements.

CHAIRMAN GRAY requested anyone present in the audience, who wished to give testimony, comment, engage in crossexamination or ask questions during the Hearing stand and be sworn in.

Dan Ritter, Senior Planner gave a presentation as noted in the Staff Report. The Petitioner, Leonard McEnery on behalf of Lenny's Food N Fuel, 183<sup>rd</sup> Street, LLC is seeking an amendment to the existing North Creek Business Park Planned Unit Development, Special Use Permit for a Substantial Deviation from the PUD, Site Plan Approval and Final Plat of Consolidation Approval. The requests would allow for the construction of a new Food N Fuel gas station and convenience store on the property at 7451 183<sup>rd</sup> Street.

The property is zoned ORI (Office and Restricted Industrial) as part of the North Creek Business Park PUD. The PUD was originally approved and subdivided in 1991 with the ORI base zoning covering the full area with some commercial-oriented

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use like hotels, restaurants, and daycares. In 1995, the PUD came back and a portion of the area included in the PUD that was most adjacent to Harlem Avenue was rezoned from the ORI base zoning to a B-3 (General Business) base zoning. Most of the PUD has been developed and includes a mixture of office, light industrial, educational, and commercial uses. This area has the area near I-80, Hollywood Casino Amphitheater Tinley Park Convention Center and a variety of shopping/service establishments. There is one existing gas station on the corner of Harlem and 183<sup>rd</sup>. All properties surrounding the subject site are in the same North Creek PUD.

This site is also located in the Urban Design Overlay District (UDOD), which promotes walkability, lesser front yard setbacks with parking in the back, and a more urbanized look. The PUD does not specifically mention automobile or gas stations as permitted uses. They are prohibited under the ORI zoning district, however, with this being in a PUD an amendment is possible to add in automobile/service stations as permitted. There is also Speedway in this area on the southwest corner of 183<sup>rd</sup> and Harlem in the area zoned B-3.

This is a 3-acre site. The property consists of two vacant parcels and a sliver of a third parcel on the southeast corner of West Creek Drive and 183<sup>rd</sup> Street. This site was chosen in Will County due to the high traffic counts, I-80 access, and it is one of the last sites available for a gas station. The property located to the east is Hamada of Japan Restaurant and north of the subdivision's retention pond. To the southeast is the site where the new Holiday Inn will be built. The property is zoned Office and Restricted Industrial (ORI) and is part of the North Creek Business Park PUD.

There will be a 9,100 sq. ft. convenience store building that sells vehicle fuel and typical retail items. There will also be a Dunkin Donuts with a drive-thru, a second food service vendor, and a separate area intended for video gaming. On the exterior, the site includes fueling stations for 18 vehicles and three large trucks. This will be similar to other Gas N Wash stations in the area. Recently there was a station annexed on Harlem Avenue that is a Food N Fuel with a car wash. There is also a Gas N Wash on 191<sup>st</sup> in Mokena. This proposed station will function similarly without a car wash.

The overall site will include the convenience store building, vehicle fueling area/canopy, truck fueling area/canopy, vehicle parking, a drive-thru lane, walkways, landscaping, a storage shed, and a dumpster enclosure. Additionally, new utilities will be provided to the building, such as water main, sewer lines, and lighting.

Access to the site will be right-in/right-out along 183rd Street. The access will have a raised median and signage as required by Cook County IDOT to ensure the right-in/right-out requirement is being followed. Full-access will still be available through West Creek Drive and North Creek Drive. The subdivision code requires that sidewalks are installed into any new developments that are proposed. The Petitioner will install sidewalks along both 183<sup>rd</sup> Street and West Creek Drive frontages.

A parking and traffic study was done by KLOA and is included in the packet. There are 68 parking stalls proposed on the site. This site is unique due to the mix of different uses proposed to be incorporated in the convenience store. Some of the demand may include overlapping customers. Someone getting gas may also purchase retail items and/or go to Dunkin Donuts. The proposed plan anticipates a need for 68 parking stalls following typical Zoning code parking requirements based on individual use.

- 34 parking stalls for retail use (1 space per 150 sq. ft.; 5,100 sq. ft. retail space/150 = 34).
- 17 parking stalls for dining/restaurant uses (1 space per 3 seats; 51 seats/3 = 17)
- 5 parking stalls for gaming machines (1 parking space per seat)
- 12 parking spaces for employees (1 parking space per maximum number of employees)

With 68 spaces (65 standard, 3 accessible) supplied based on the proposed plans, the parking requirements would meet the Zoning Code's minimum. Staff believes 68 spaces will be sufficient due to the unique mix of uses on the site. The drive-thru has availability for ten vehicles. This exceeds the stacking at the majority of other Gas N Wash and Food N Fuel locations that have Dunkin Donuts which typically have eight. The menu board location will be determined.

The east bufferyard was revised to be in full compliance with the landscape code requirements. The north bufferyard shortage was revised to add approximately 14 shrubs and an understory planting. Staff believes the bufferyard and parkway landscaping combination will create an attractive front landscape buffer that exceeds the neighboring property's landscaping.

	BUFFERYARD REQUIREMENTS						
Bufferyard Location	Required Width	Proposed WidthLengthRequired Plantings		Proposed Plantings	Deficit		
North			462′	23 CT	11 CT	-12 CT	
("C"	10′	10′	(excluding	10 US	10 US	- US	
Bufferyard)			entry aisle)	93 SH	64 SH	-29 SH	

The interior landscaping shortage is a result of the gas station fueling area being counted as a parking lot. The Plan Commission agreed there was limited ability to expand this landscaping without creating vehicle safety or maintenance issues.

PARKING LOT LANDSCAPING STANDARDS					
Requirement	Provided	Deficit	Comments		
15% of parking lot area to be landscaped or 13,390 square feet	3,040 square feet	10,350 square feet	89,289 s.f. of parking lot shown on landscape plan and includes fueling area. Add shrubs to large island in the middle of the site that wraps drive thru / parking.		

Mr. Ritter displayed renderings of the structures. The architecture is fairly simple on the building. It will be similar to the other Gas N Fuel stations. The front facade of the convenience store building was revised to include face brick (78.6% of exterior, excluding glazing) along the top of the building where there was previously EIFS with stone around the base (14.2% excluding glazing). The new revision exceeds the Comprehensive Building code's requirement for 75% face brick. This brick will be lighter in tone/color to give some contrast to the front façade. The building will have a red metal coping/cornice around the top of the structure. The two fueling canopies are also proposed to be red in color. All mechanical equipment will be screened by the rooftop parapet. There will be matching enclosures and maintenance shed on site.

There will be shingled canopies on the front facades. These canopies were previously placed over manual changeable copy signs on previous versions of the plan. The manual changeable copy wall signs were removed as they are a prohibited sign type. The signage areas were revised to include additional front façade windows.

All proposed signs meet the code requirements for size, number, and location.

The petitioner has proposed the following signs:

- Four wall signs (including one 15 sq. ft. interior tenant sign)
- Three gas station canopy signs
- Two directional "Trucks" canopy signs
- One Dunkin Donuts drive-thru menu board and clearance bar
- Four drive-thru directional signs (no logos)
- One monument sign 10' ft. tall

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The lighting plan for the proposed development complies with the new lighting standards for fixture type, illumination intensity, and light intensity at the property lines.

The Petitioner has provided a Photometric Plan that indicates light spillage of less than one foot candle at the roadway and property lines. All light fixtures are full cut-off and downcast to prevent glare on adjacent properties and roadways.

Special approvals needed are:

#### PUD Ordinance Amendment

As noted in the Staff Report this will amend the 1991 Ordinance. The proposed amendment adds an "automobile service station with a convenience store to the list of permitted uses but only on the subject property.

#### Special Use Permit for a Substantial Deviation

As noted in the Staff Report deviations from the Village Zoning Ordinance are considered Exceptions rather than Variations when located within a PUD and o not require the standard Findings of Fact as required with a Variation. Alternatively Exceptions are looked at in terms of their conformance to their overall PUD's design and goals.

Below are the specific Exceptions and Deviations being requested as part of the Special Use:

- 1. Exceptions from the Urban Design Overlay District (Section V)
  - a. Increased front yard setback (140.5' proposed)
  - b. Allow parking in the front yard
  - c. Maximum of one curb cut per site (two proposed)
  - d. Required cross-access to adjacent properties (no cross-access to the south)
- 2. Deviations from the PUD Requirements and Sign Regulations (Section IX)
  - a. Allow parking in the front and side yards
  - b. Changes to the approved lots as indicated in the Final Plat of Subdivision

Additional cross-access was added to the Plat of Subdivision for a potential future department to the south. Whether this cross-access connection is utilized can be determined through site plan review when that development is proposed.

#### Final Plat of Resubdivision

The proposed Plat of Subdivision will consolidate two existing lots along 183<sup>rd</sup> Street. The proposed consolidated lot will also include a small portion (178.27 sq. ft.) of the lot to the south that will make the resulting lot a total of 3 acres in size. Existing drainage and utility easements will remain on the property. Easements for the public sidewalk and cross/access to east and south have been included in the Final Plat.

The last thing that was discussed at the Workshop was the addition of a traffic light on the corner of 183<sup>rd</sup> St. and either West Creek Drive or North Creek Drive. Staff has talked with the County and the State and it has not been considered due to the traffic count. With the addition of the hotels and the gas station, the Engineer will speak with them again to try and get the traffic light at this location. A study will be done to see if it meets the standards.

CHAIRMAN GRAY asked the Commissioners if they had comments or questions.

COMMISSIONER STANTON noted this a great thing for Tinley Park. All other Commissioners agreed.

CHAIRMAN GRAY inquired about the traffic within the gas station. He noted that it could be difficult with the flow in the interior of the station. There is a busy traffic issue at the Speedway on the corner of 183<sup>rd</sup> Street and Harlem Avenue. Also, there is an issue with the sidewalk crossing the access.

Michael Werthmann, KLOA Traffic Coordinator replied this area is a lot like the station at Rt.6 and Cedar and there is no problem there. Most people will be entering in the full-access rather than the right-in access. The crosswalk is common to cross the access. Most drivers are aware of the crosswalk. The site lines are clear.

Mr. Ritter noted there will be raised medians in this area and the sites islands and curbing will help the direct traffic flow and slow people down.

CHAIRMAN GRAY asked the Petitioner if he would like to speak.

Lyman Tieman, Attorney noted he believes they have covered everything that was brought up at the Workshop.

CHAIRMAN GRAY asked for comments from the public.

A Motion was made by COMMISSIONER STANTON, seconded by COMMISSIONER GASKILL, to close the Public Hearing for Lenny's Food N Fuel 183<sup>rd</sup> Street, LLC. The Motion was approved by voice call. CHAIRMAN GRAY declared the Motion approved.

Mr. Ritter went through the Standards for Special Use:

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
  - The Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare because the proposed project will encompass the development of an automobile service (gas) station and convenience store that will service for visitors and residents of the community. The project will be constructed meeting current Village building codes and compliment surrounding businesses and properties.
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
  - The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood because the proposed project will develop land that is currently vacant and provide services for visitors and residents of the community. The site will be well-landscaped and the building will be constructed with quality materials. This proposed use is similar and compatible with existing nearby uses.
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
  - The Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district because the majority of the property within this area has already been developed. Landscape buffers and cross-access has been supplied for the vacant property to the south.
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;

- The proposed plans provide evidence of existing utilities, access roads, and drainage and show proposed plans for necessary modifications to existing utilities, access roads, and drainage to be accommodated on the Food N Fuel site. Drainage has been accounted for within the existing subdivision pond to the southwest of the proposed site.
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
  - The proposed plans include site access by utilizing two curb cuts on 183<sup>rd</sup> Street and West Creek Drive that allow for ingress/egress to the site and efficient site circulation. Cross-access for passenger vehicles is also provided by a cross-access easement to the east through the neighboring property that connects to North Creek Drive. Cross-access is also supplied to the vacant lot to the south for possible future cross-access as well. The site incorporates proposed public and private walkways for safe pedestrian travel to and from the site.
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.
  - The Special Use conforms to all other applicable regulations of the Planned Unit Development and the Village's ordinances and codes. This Special Use Permit is necessary to allow the deviation from the North Creek Business Park Planned Unit Development and allowing for exceptions from the Urban Design Overlay District to the front yard setback, location of parking, and the maximum of one curb cut. These exceptions are consistent with other properties within the North Creek Business Park and the intent of the regulations are met where possible.
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
  - The proposed Food N Fuel project will contribute directly to the economic development of the community by providing fuel, retail, and food services to visitors, providing additional jobs, and providing additional property and sales tax revenue where the existing vacant property is generating minimal tax revenue.

Standards for Site Plan Approval:

- a. That the proposed Use is a Permitted Use in the district in which the property is located.
- b. That the proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses.
- c. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient, and convenient movement of traffic, not only within the site but on adjacent roadways as well.
- d. That the Site Plan provides for the safe movement of pedestrians within the site.
- e. That there is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses and will

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provide a pleasing appearance to the public; any part of the Site Plan area not used for buildings, structures, parking, or access-ways shall be landscaped with a mixture of grass, trees, and shrubs.

f. That all outdoor trash storage areas are adequately screened.

CHAIRMAN GRAY asked for Motions.

#### Motion 1 (Site Plan)

A Motion was made by COMMISSIONER FIELDER, seconded by COMMISSIONER GASKILL to recommend the Village Board grant the Petitioner, Lenny's Food N Fuel 183rd Street LLC, Site Plan Approval to construct an automobile service (gas) station and a 9,100 sq. ft. convenience store building at 7451 183<sup>rd</sup> Street in the ORI PD (Office & Restricted Industrial, North Creek Business Park PUD) Zoning District, in accordance with the plans submitted and listed herein and subject to the following conditions:

- 1. Any changes in drive-thru or parking demand from what was presented would require a new traffic/drivethru analysis and prior approval to ensure the on-site drive-thru stacking and parking is sufficient.
- 2. Site Plan approval is subject to final engineering review and approval.
- 3. Site Plan approval is subject to approval of the PUD Ordinance Amendment, Special Use for a Substantial Deviation with the PUD, and Final Plat approval.

#### AYES: STANTON, FIELDER, GASKILL, AITCHISON, VICK & CHAIRMAN GRAY

#### NAYS: NONE

CHAIRMAN GRAY declared the Motion unanimously approved by Roll Call

#### Motion 2 (PUD/Special Use Ordinance Amendments):

A Motion was made by COMMISSIONER STANTON, seconded by COMMISSIONER AITCHISON to recommend the Village Board amend Section 4-A. in Ordinance 91-O-083 (Special Use for North Creek Business Park PUD) at the request of Lenny's Food N Fuel 183rd Street LLC to permit an "automobile service (gas) station with a convenience store" as a permitted use on Lot 1 of the North Creek Food N Fuel Resubdivision.

#### AYES: STANTON, FIELDER, GASKILL, AITCHISON, VICK & CHAIRMAN GRAY

NAYS: NONE

# CHAIRMAN GRAY declared the Motion unanimously approved by Roll Call**Motion 3 (Special Use for Substantial Deviation):**

A Motion was made by COMMISSIONER FIELDER, seconded by COMMISSIONER VICK to recommend that the Village Board grant a Special Use Permit for a Substantial Deviation from the North Creek Business Park PUD and Exceptions from the Zoning Ordinance (including reduced front yard setback, parking location and number of curb cuts) to the Petitioner, Lenny's Food N Fuel 183rd Street LLC, to permit an automobile service (gas) station and a 9,100 sq. ft. convenience store on the property located at 7451 183<sup>rd</sup> Street in the ORI PD (Office & Restricted Industrial, North Creek Business Park PUD) Zoning District, in accordance with the plans submitted and listed herein and adopt Findings of Fact as proposed by Village Staff in the Staff Report, subject to the following condition: 1. Any changes in drive-thru or parking demand from what was presented would require a new traffic/drive-thru analysis and prior approval to ensure the on-site drive-thru stacking and parking is sufficient.

AYES: STANTON, FIELDER, GASKILL, AITCHISON, VICK & CHAIRMAN GRAY

NAYS: NONE

CHAIRMAN GRAY declared the Motion unanimously approved by Roll Call

#### Motion 4 (Final Plat):

A Motion was made by COMMISSIONER FIELDER, seconded by COMMISSIONER GASKILL to recommend that the Village Board grant approval to the Petitioner, Lenny's Food N Fuel 183rd Street LLC Final Plat Approval for North Creek Food N Fuel Resubdivision in accordance with the Final Plat submitted and listed herein, subject to the following condition:

1. The Final Plat approval is subject to Final Engineering approval by the Village Engineer.

AYES: STANTON, FIELDER, GASKILL, AITCHISON, VICK & CHAIRMAN GRAY

NAYS: NONE

CHAIRMAN GRAY declared the Motion unanimously approved by Roll Call.

This will go before the Village Board on December 3, 2019.

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

# **RESOLUTION NO. 2019-R-119**

#### A RESOLUTION APPROVING AND ACCEPTING A FINAL PLAT OF NORTH CREEK FOOD N FUEL RESUBDIVISION (LENNY'S FOOD N FUEL)

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

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

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

#### VILLAGE OF TINLEY PARK Cook County, Illinois Will County, Illinois

#### **RESOLUTION NO. 2019-R-119**

#### A RESOLUTION APPROVING AND ACCEPTING A FINAL PLAT OF NORTH CREEK FOOD N FUEL RESUBDIVISION (LENNY'S FOOD N FUEL)

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 considered the Final Plat of North Creek Food N Fuel Resubdivision ("Final Plat") pertaining to the construction of a gas station and convenience store at 7451 183<sup>rd</sup> Street, Tinley Park, Illinois ("Subject Property"), a true and correct copy of which is attached hereto and made a part hereof as <u>Exhibit 1</u>; and

**WHEREAS**, said Final Plat, was referred to the Plan Commission of the Village and has been processed in accordance with the Village of Tinley Park Zoning Ordinance; and

**WHEREAS**, the Plan Commission held a public hearing on the proposed Final Plat on November 21, 2019, at which time all persons were afforded an opportunity to be heard; and

WHEREAS, the Plan Commission voted 6-0 in favor to recommend said Final Plat be approved; and

WHEREAS, the Plan Commission of this Village has filed its report and findings and recommendations that the proposed Final Plat 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 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 Final Plat; 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 facts 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 approved and accept said Final Plat, attached hereto as <u>Exhibit 1</u>, and all necessary Village Officials and staff are hereby authorized to execute said Final Plat prior to final recording, subject to review and revision as to form by the Village Attorney and Village staff.

**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 this Resolution shall be in full force and effect from and after its adoption and approval.

**SECTION 5:** That the Village Clerk is hereby ordered and directed to publish this 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 3<sup>rd</sup> day of December, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 3<sup>rd</sup> day of December, 2019.

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

STATE OF ILLINOIS)COUNTY OF COOK)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-119, "A RESOLUTION APPROVING AND ACCEPTING A FINAL PLAT OF NORTH CREEK FOOD N FUEL RESUBDIVISION (LENNY'S FOOD N FUEL)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 3, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 3<sup>rd</sup> day of December, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

# CONSIDER ADOPTING ORDINANCE 2019-O-080 AMENDING CHAPTER 39 OF THE TINLEY PARK MUNICIPAL CODE-ETHICS

Village Manager Niemeyer

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

# **RESOLUTION NO. 2019-R-121**

# **RESOLUTION AUTHORIZING THE EXECUTION OF PARATRANSIT GRANT AGREEMENT**

## 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

# RESOLUTION NO. 2019-R-121 RESOLUTION AUTHORIZING THE EXECUTION OF PARATRANSIT GRANT AGREEMENT

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, did consider a bus transit agreement, a true and correct copy of such agreement (the "Paratransit Grant Agreement") being attached hereto and made a part hereof as <u>EXHIBIT 1</u>; 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 Agreement 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 "Paratransit Grant Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

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 behalf of said Village of Tinley Park the aforesaid Paratransit Grant Agreement.

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

**ADOPTED** this 3<sup>rd</sup> day of December, 2019, by the Corporate Authorities of the Village of

Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

**APPROVED** this 3<sup>rd</sup> day of December, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:\_\_\_\_

Village Clerk

# EXHIBIT 1

# Paratransit Grant Agreement

STATE OF ILLINOIS)COUNTY OF COOK)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-121, "A **RESOLUTION AUTHORIZING THE EXECUTION OF PARATRANSIT GRANT AGREEMENT**," which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 3, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 3<sup>rd</sup> day of December 2019.

KRISTIN A. THIRION, VILLAGE CLERK

## 2020

## PARATRANSIT SERVICE PROVIDER AGREEMENT

## BY AND BETWEEN

## SUBURBAN BUS DIVISION

## OF THE

## **REGIONAL TRANSPORTATION AUTHORITY (PACE)**

## AND

## Village of Tinley Park SERVICE PROVIDER

PROVIDER

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

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## 2020 PARATRANSIT SERVICE PROVIDER AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2019, to be effective as of January 1, 2020, by and between the SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY, operating under the name and hereinafter referred to as "Pace" and "Service Provider" as shown on the cover page to this Agreement.

#### WITNESSETH:

WHEREAS, the Regional Transportation Authority was created as a single authority to be responsible for providing, aiding and assisting public transportation in the northeastern area of the State of Illinois, including financial review and facilitation of public transportation and its providers, (70 ILCS 3615/1.02); and

WHEREAS, Pace was created as the Suburban Bus Division of the Regional Transportation Authority to be responsible for providing public transportation by bus, (70 ILCS 3615/3A.01); and

WHEREAS, Pace may enter into service provider agreements with governmental and private sector entities to obtain public bus service and to provide for payment of operating, capital and other expenses upon such terms and conditions as Pace shall provide in any such agreements; and

WHEREAS, Pace desires to have Service Provider provide the Transportation Services as described in this Agreement and Service Provider desires to provide such services;

NOW, THEREFORE, in consideration of the promises and agreements herein set forth, Pace and the Service Provider HEREBY AGREE as follows:

#### ARTICLE I

#### DEFINITIONS

Agreement Term. The term specified in Section 11.1 of this Agreement, as such term may be reduced or extended pursuant to the provisions of this Agreement.

<u>Approved Budget</u>. The budget of approved expenses attached to this Agreement as Exhibit A, as the same may be revised from time-to-time pursuant to this Agreement.

<u>Approved Maximum Service Reimbursement Amount</u>. The amount shown on the Approved Budget for the line designated "Approved Maximum Service Reimbursement Amount," as such amount may be increased or decreased during the Agreement Term pursuant to the provisions of this Agreement.

Equipment. Pace Equipment and Service Provider Equipment.

Service Provider Application. The submission of a proposed budget and related material in accordance with Section 10.9 shall be the Service Provider's reimbursement application to Pace.

Service Reimbursement Amount. The total amount payable pursuant to Section 10.1 of this Agreement.

Line Item. A specific, separately identified category of expense listed on the Approved Budget.

Line Item Budget. The amount of the Approved Budget allocated to a specific Line Item.

Line Item Budget Maximum. The amount shown on the Approved Budget for each Line Item, as such amount may be increased or decreased during the Agreement Term pursuant to the provisions of this Agreement.

Monthly Report. The monthly report of revenue and expenses and other reports and information as described in the Pace Paratransit Manual.

<u>Pace Equipment</u>. All assets of every kind, including Pace Vehicles provided by Pace to the Service Provider, at any time, whether before or after the execution of this Agreement.

<u>Pace Paratransit Manual</u>. The manual of Pace policies, practices and procedures prepared and regularly amended, revised and supplemented by Pace, as it may be from time to time amended, revised or supplemented by Pace during the Agreement Term. All references to the Pace Paratransit Manual shall be deemed to be references to the most current provisions of the Pace Paratransit Manual. All references to any specific section, exhibit or provision of the Pace Paratransit Manual are for convenience only and shall be deemed to be references to any and all relevant provisions of the Pace Paratransit Manual.

Pace Vehicle. All Vehicles of every kind provided by Pace to the Service Provider at any time, whether before or after the execution of this Agreement and whether in connection with this Agreement or in connection with any prior agreement or relation between Pace and Service Provider or in connection with the provision of services pursuant to this Agreement or any prior agreement or relation, including, without limitation, all Vehicles listed in Exhibit B hereto, and all other Vehicles provided by Pace to Service Provider, whether or not listed on Exhibit B hereto.

<u>Operating Expenditure</u>. This term shall mean all expenses properly classified as operating expenses incurred by the Service Provider but in no event shall include:

- (a) any amount required to be paid by Service Provider to Pace pursuant to this Agreement or pursuant to any other agreement between Pace and Service Provider;
- (b) any expense not incidental to, or necessary for, the provision of the Transportation Services;
- (c) any excessive or unreasonable expense;
- (d) any expense for local government taxes, fees, licenses or other charges unless specifically included in the Approved Budget or its supporting documents or unless approved in writing by Pace;

- (e) any expense not made in conformance with the Approved Budget or at the direction or with the approval of Pace or pursuant to a requirement of federal or state law determined by Pace to be applicable;
- (f) any expense for insurance policies which are duplicative of coverage provided under Pace's Risk Management Program (as provided in Article XIII of this Agreement);
- (g) any expense resulting from the amortization or payment of any debt incurred prior to the Agreement Term or incurred without the approval of Pace;
- (h) any interest expense unless approved in writing by Pace;
- (i) any sinking fund expense;
- (j) any expense resulting from the amortization of any intangible cost to the extent it does not meet the evaluative criteria for allowable amortization established by Pace from time to time;
- (k) any depreciation expense;
- (1) any non-cash expense incurred or accrued without Pace's prior written approval; and
- (m) any expenses related to service identified in Exhibit D as not being reimbursed by Pace.

<u>Risk Financing Program</u>. The risk management program established by Pace to consolidate into a single comprehensive system the administration of all bodily injury and property damage claims asserted against Pace and Service Providers arising from Transportation Services provided with Pace vehicles, as the same may be from time to time amended or revised, as further described in Section 8.2 of this Agreement.

<u>Transportation Revenue</u>. All amounts properly classified as revenue or income generated by, derived from, attributable to or related to the Transportation Services during the Agreement Term, regardless of the date of collection. This term shall not include any funds agreed to by Pace to be designated as local share in an Approved Budget.

<u>Transportation Services</u>. The services specified in Subsection 2.1A of this Agreement and Exhibit D as the same may be modified from time to time pursuant to the provisions of Subsection 2.1B of this Agreement.

<u>Vehicle</u>. Any means of transportation or conveyance such as, but not limited to, a bus, a truck, a van, or an automobile.

#### ARTICLE II

#### SCOPE AND DESCRIPTION OF SERVICES

#### Section 2.1. Transportation Services.

A. <u>Transportation Services</u>. Throughout the Agreement Term, Service Provider, acting as an independent contractor for the benefit of Pace and not as an agent for Pace, agrees to provide the service as described in Exhibit D. As an integral part of providing such service, Service Provider shall at all times:

- (1) comply with all Pace service standards as set forth in the Pace Paratransit Manual;
- (2) comply with all of the other provisions of this Agreement;
- (3) take reasonable steps to assure the safety and reasonable comfort and convenience of the public utilizing such service;
- (4) comply with all policies, practices, procedures, terms and conditions as may be directed by Pace with regard to collection, security for and disposition of fares and other Transportation Revenue;
- (5) comply with all policies, practices, procedures, terms and conditions as may be directed by Pace with regard to matters such as passes, tickets, coupons, tokens, transfers, transfer systems, interconnections between different modes of transportation and interconnections between different transportation services;
- (6) comply with all of the policies, practices, procedures, terms and conditions required by use of federal, State of Illinois and RTA funds, including, without limitation, conditions pertaining to rates charged to students, elderly and handicapped persons, the prohibition of charter bus operations, the prohibition of school bus operations, employment, and reporting;
- (7) comply with all policies, practices, procedures, terms and conditions as may be directed by Pace with regard to the availability and distribution of schedules and other printed material related to such service and related transportation services;
- (8) conduct such services, and its business and operations as they relate to such services, in a safe, sound, economical and efficient manner;
- (9) comply with all Pace efforts to improve service efficiency; and
- (10) comply with all applicable provisions of federal, state and local law.

## B. Changes in Transportation Services.

(1) <u>Service Provider Initiated Changes</u>. Service Provider shall not, without the prior written approval of Pace, initiate or permit any change to the Transportation Services specified in Subsection 2.1A above or Exhibit D. Service Provider may propose changes in the Transportation Services by presenting a proposal therefore in writing to Pace at least 45 days in advance of the date on which the change is proposed to take effect. Such change shall not be implemented unless expressly approved in writing by Pace. Notwithstanding the foregoing, Service Provider may implement minor operational

changes that will neither (a) affect any fare or system for passes, transfers, interconnections or similar programs nor (b) substantially change the service area or service hours provided Service Provider first gives Pace at least 30 days notice of its intent to make such minor change and if Pace has not disapproved such proposed minor change in writing within 15 days following receipt of such notice. Service Provider may, in addition, make minor operational changes of an emergency nature without Pace approval; provided, however, that no such change shall be made that would increase reimbursement by Pace and provided, further, that Service Provider shall give Pace notice of each such minor change as soon as possible, and in no event later than 12 hours after it is made.

- (2) <u>Pace Initiated Changes</u>. Pace may modify the Transportation Services upon written notice to the Service Provider, to reflect decisions made by Pace with regard to the service design and operation of the service. Pace further reserves the right to modify the Transportation Services described in Exhibit D and to adjust the Approved Budget.
- (3) <u>Pace Discretion</u>. Nothing in this Subsection 2.1B shall be construed to require Pace to approve any change to the Transportation Services specified in Subsection 2.1A, and Pace may withhold its approval of any such change in its sole discretion.

Section 2.2. Force Majeure. Service Provider shall not be in default in its obligation to provide Transportation Services as herein required to the extent that it is unable to provide such services as a result of abnormally severe weather or road conditions, strikes or other labor stoppages, unavailability of sufficient vehicles through no fault of the Service Provider and other events and conditions that are beyond the reasonable ability of Service Provider to control or remedy and that render provision of such service impossible or not reasonably feasible. In any such case, Service Provider shall provide such modified or reduced services as are practicable under the circumstances and shall use all reasonable efforts to restore full services in accordance with this Agreement at the earliest possible time. Immediately upon the occurrence of, or the imminent threat of the occurrence of, any such event or condition, and prior to implementing any reduced or modified service, Service Provider shall notify Pace by telephone, with written confirmation as soon as possible thereafter, of:

- (1) The nature of the event or condition;
- (2) The actual or expected time of the occurrence of the event or condition and its expected duration;
- (3) The impact of the event or condition on Transportation Services;
- (4) The modified or reduced service that Service Provider proposes to provide during the continuation of the event or condition; and

(5) The steps Service Provider proposes to take to restore full service.

# ARTICLE III

Section 3.1. Provision of Equipment By Pace.

A. <u>Pace Rights With Respect to Pace Vehicles and Other Pace Equipment</u>. This Agreement applies to all Pace Equipment provided by Pace to Service Provider at any time. If Paragraph A of Exhibit B contains the word "NONE," and no Pace Equipment is provided to the Service Provider during the Agreement term, Section 3.1, Section 3.2, and Section 3.3 shall be of no force or effect; otherwise, it shall apply to any Vehicles listed in Exhibit B. Pace reserves the absolute right, in its sole discretion, (1) to determine the number and type of Pace Vehicles provided to Service Provider, (2) to substitute or replace any Pace Vehicles provided to Service Provider and (3) to direct the return to Pace or its designee of any or all Pace Vehicles at any time; provided, however, that in the absence of fault by Service Provider or other good cause, Pace shall not take action under this Paragraph 3.1A that would have the effect of preventing or materially and adversely affecting the ability of Service Provider to provide the Transportation Services as that service may be modified in accordance with Subsection 2.1(B)(2).

B. Pace Equipment Provided; Inventory and Documentation. Service Provider agrees to comply with all Pace procedures for handling Pace Equipment in accordance with the Pace Paratransit Manual. Service Provider agrees to cooperate fully with Pace in developing and maintaining an accurate inventory of all Pace Equipment from time to time in the possession of Service Provider. Service Provider shall complete and process all documentation necessary to evidence and record the receipt, possession, return or transfer of any Pace Equipment coming into, being in or leaving its possession, all as required by the Pace Paratransit Manual. Copies of all such documentation with respect to Pace Vehicles shall be attached to and become part of Exhibit B.

C. <u>No Consideration</u>. Service Provider shall not be required to pay any separate consideration for the use of the Pace Equipment during the Agreement Term.

D. <u>Service Provider Acceptance of Pace Equipment</u>. Service Provider shall accept delivery of Pace Equipment at such times and places within the six county region as Pace shall designate upon notice to Service Provider that such Equipment is available for delivery. In case of any unreasonable delay, neglect, refusal, or failure to accept any Pace Equipment

at the time and place designated, all costs and expenses incurred by Pace arising from such delay, neglect, refusal or failure shall be reimbursed by Service Provider immediately upon written demand by Pace. Such costs and expenses shall not be an Operating Expenditure for purposes of this Agreement.

E. <u>Pace Equipment Returns and Substitutions</u>. Any Pace Equipment that Pace designates to be returned or transferred shall, upon reasonable notice, be delivered by Service Provider at the time and to the place designated by Pace within the six county region. Service Provider also shall accept delivery of any substitute Pace Equipment at the time and place designated by Pace within the six coundy region. All terms and conditions of this Agreement shall apply to such substitute Pace Equipment.

F. <u>Surplus Pace Equipment</u>. Any Pace Vehicle not scheduled for use in providing or supporting the Transportation Services and not required as a spare, as determined by Pace, for a period of ten days or more shall be considered surplus Pace Equipment. Any other Pace Equipment not required, as determined by Pace, for providing Transportation Services or other services pursuant to this Agreement shall be considered surplus Pace Equipment. Pace Equipment. Pace may require Service Provider either to return such surplus Pace Equipment to Pace, to transfer it to Pace's designee or to store it at such locations as Pace may direct.

G. <u>Pace Right to Repossess Pace Equipment</u>. Upon the failure of Service Provider to return or deliver any Pace Equipment as directed by Pace, or if Service Provider fails to use, repair or maintain any Pace Equipment as required by this Agreement, Service Provider shall permit Pace, without demand, legal process, or a breach of the peace, to enter any premises where the Pace Equipment is or may be located and to take possession of and remove the Pace Equipment. Service Provider shall not prosecute or assist in the prosecution of any claim, suit, action, or other proceeding arising out of any such repossession by Pace. Service Provider shall reimburse Pace for any and all costs incurred by Pace in connection with actions taken by Pace pursuant to this Subsection. Such costs shall not be Operating Expenditures under this Agreement.

H. <u>Pace Equipment Inspection</u>. Pace shall have the right to inspect any and all Pace Equipment or cause any or all Pace Equipment to be inspected at any time, with or without prior notice to Service Provider. Pace shall also have the right to demand from time to time a written statement from Service Provider setting forth the condition of the Pace Equipment or any part of it. Service Provider shall furnish such a statement to Pace within ten days after receipt of Pace's demand therefore. Should Pace or its designee determine, in its sole discretion, that any Pace Equipment has not been maintained in accordance with this Agreement or the Pace Paratransit Manual, Pace or its designee shall report all deficiencies

to Service Provider in writing. Except for safety related deficiencies, which shall be corrected as soon as reasonably possible and prior to placing the vehicle in service, Service Provider shall have 30 days to correct the reported deficiencies.

I. <u>Return of Pace Equipment and Related Records Upon Termination</u>. Immediately following termination of this Agreement, whether by completion of the Agreement Term or any reason, Service Provider shall surrender and deliver to Pace all Pace Equipment and related records as required by Section 11.4 of this Agreement.

Title to Pace Equipment; Licensing and Registration. Service Provider acknowledges J. and agrees that Pace owns all the Pace Equipment. All Pace Vehicles shall be licensed and registered by Pace in the name of Pace and at the expense of Pace. Nothing contained herein shall affect Pace's absolute ownership of and title to the Pace Equipment, such ownership and title being hereby expressly reserved to and retained by Pace. Service Provider shall not obtain, acquire or otherwise be construed to own any property or other interest in the Pace Equipment except the right to use it for the purposes and on the conditions stated in this Agreement during the Agreement Term. Service Provider further agrees that it will not, in any manner, allow or permit the Pace Equipment, or any part of it, to be pledged, seized, or held for any tax, debt, lien or other obligation. Should the Pace Equipment, or any part of it, become subject to or encumbered by any tax, debt, lien or other obligation during the Agreement Term, or before the actual delivery of the Pace Equipment to Pace after the Agreement Term, Service Provider shall, subject to its right to in good faith protest any such tax, debt, lien or other obligation, promptly pay or discharge such tax, debt, lien or other obligation and relieve such Pace Equipment from the encumbrance thereof.

K. <u>Warranty</u>. NEITHER PACE NOR SERVICE PROVIDER IS THE MANUFACTURER OF THE PACE EQUIPMENT NOR THE MANUFACTURERS= AGENT, AND NEITHER MAKES ANY EXPRESS OR IMPLIED WARRANTY OF ANY NATURE REGARDING THE PACE EQUIPMENT, INCLUDING BUT NOT LIMITED TO: ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; ITS DESIGN OR CONDITION; ITS WORKMANSHIP; ITS FREEDOM FROM LATENT DEFECTS; ITS COMPLIANCE WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT; OR ITS NONINFRINGEMENT OF ANY PATENT, TRADEMARK OR LICENSE. Provided that Pace or the manufacturer has supplied required warranty documents to Service Provider, Service Provider shall take all actions it is authorized to take under this Agreement to preserve any and all manufacturers' warranties regarding the Pace Equipment. This Agreement shall not operate to release or waive any rights of Pace or Service Provider against any person not a party hereto, including the manufacturer of the Pace Equipment.

#### VILLAGE OF TINLEY...

## Section 3.2. Maintenance of Pace Equipment by Service Provider.

A. <u>Maintenance Requirements</u>. Service Provider shall at all times maintain all Pace Equipment in good mechanical condition in conformity with all applicable safety practices, laws and regulations. In addition, Service Provider shall at all times maintain all Pace Equipment in accordance with the terms and provisions of this Agreement, all maintenance policies, practices, procedures, conditions and requirements contained in the Pace Paratransit Manual and all manufacturers= maintenance schedules and warranty requirements. Service Provider shall perform all preventive maintenance required pursuant to the Pace Paratransit Manual. Service Provider shall keep both the exterior and interior of all Pace Vehicles neat, clean and in first class condition at all times. Service Provider shall be responsible to assure that all Pace Vehicles are maintained at all times so as to meet the requirements of the Illinois Department of Transportation and to assure that all Pace Vehicles have valid Illinois Department of Transportation stickers affixed to them at all times.

B. <u>Maintenance Records</u>. Service Provider shall prepare and maintain accurate records relating to all maintenance work performed by or for Service Provider on all Pace Equipment and in that regard shall comply with the provisions of Article VII of this Agreement and with all applicable Pace policies, practices, procedures, conditions and requirements as set forth in the Pace Paratransit Manual. Service Provider shall maintain a separate maintenance file for each Pace Vehicle containing all maintenance records pertaining thereto. Service Provider shall also complete, maintain and transmit to Pace all maintenance forms required in the Pace Paratransit Manual, and any other records requested by Pace including, without limitation, Vehicle maintenance records, fuel consumption records and all records required under Pace=s preventive maintenance program.

# Section 3.3. Operation of Pace Equipment By Service Provider.

A. <u>General Operating Standard</u>. Service Provider shall use and operate all Pace Equipment in accordance with the terms and provisions of this Agreement, the operating procedures set forth in the Pace Paratransit Manual and all applicable federal, state and local laws and regulations and solely for the purpose of providing the Transportation Services or as otherwise approved in writing by Pace.

B. <u>Pace Vehicle Identification</u>. Service Provider shall not change or obstruct in any way, and shall maintain, all identification markings and decals on all Pace Vehicles as supplied and affixed by Pace. Unless otherwise approved in writing by Pace, Service Provider shall

not affix to or display on any Pace Vehicle any identification marking or decal other than those supplied and affixed by Pace.

C. <u>Storage of Pace Equipment</u>. Service Provider shall store all Pace Equipment at suitable locations where such Equipment is protected from vandalism and theft. Indoor storage shall have adequate fire protection, which complies with all applicable federal, state and local laws and regulations and shall have the approval of the Fire Underwriters' Laboratory.

D. Fareboxes. Except as expressly approved in writing by Pace, Service Provider shall utilize only fareboxes and related equipment provided by Pace. Service Provider shall install and maintain such fareboxes in good condition.

Section 3.4. Service Provider Vehicles.

A. <u>Applicability of Section</u>. Vehicles, if any, to be supplied by Service Provider for use in connection with providing the Transportation Services must comply with the requirements of this section.

B. <u>Duty to Maintain Service Provider Vehicles</u>. Service Provider shall at all times maintain all Non-Pace Service Provider Equipment in good mechanical condition in conformity with all applicable safety practices, laws and regulations and in accordance with standards set forth in the Pace Paratransit Manual. Service Provider shall keep both the exterior and interior of all Service Provider Vehicles neat, clean and in first class condition at all times. Service Provider shall be responsible to assure that all Service Provider Vehicles are maintained at all times so as to meet the requirements of the Illinois Department of Transportation and the Pace Paratransit Manual and to assure that all applicable Service Provider Vehicles have valid Illinois Department of Transportation stickers affixed to them at all times.

#### ARTICLE IV

#### EMPLOYEES

Section 4.1. Compliance with Federal, State and Local Laws. Service Provider agrees that with respect to persons employed by it to provide the Transportation Services and Other Services, it will comply with all applicable federal, state, and local labor laws including, but not limited to, any and all laws relating to the minimum wages to be paid to its employees, limitations upon the employees, and all applicable regulations established to protect the health and safety of employees, passengers, and the public-at-large. Service Provider also agrees to provide the employee protection, if required, under Section 13(c) of the Urban Mass Transportation Act of 1964, as amended, 49 U.S.C. ' 1609(c), and Section 2.16 of

the Regional Transportation Authority Act, (70 ILCS 3615/2.16), for persons employed by it to provide the Transportation Services.

Section 4.2 Employees. Service Provider shall employ only such persons as are competent and qualified to provide the Transportation Services in accordance with the requirements of this Agreement and Pace policies, practices, procedures and standards. All employees shall meet all applicable qualifications established by federal, state and local laws and regulations. Drivers shall display proper courtesy toward passengers and maintain a neat and clean appearance. Service Provider shall comply with all federal and Pace requirements relating to drug and alcohol testing. Service Provider shall participate in driver training programs, if any, established by Pace during the Agreement Term and shall comply with driver and safety standards set forth in the Pace Paratransit Manual. Failure by Service Provider or any Third Party Provider of Service Provider to comply with said requirements shall constitute grounds for nonpayment of the Service Reimbursement Amount for the duration of such noncompliance.

Section 4.3. Employment Contracts and Labor Agreements. Service Provider shall notify Pace of any labor negotiations being conducted with its employees and shall keep Pace fully informed of the status and progress of such negotiations.

#### ARTICLE V

# NON-DISCRIMINATION, EQUAL EMPLOYMENT AND BUSINESS OPPORTUNITY

Section 5.1. Compliance With Federal, State and Local Laws. Service Provider shall comply with all applicable federal, state and local anti-discrimination and equal employment and business opportunity laws and regulations, including, but not limited to, the Age Discrimination in Employment Act, as amended, 29 U.S.C. '' 621 et seq., Title VII of the Civil Rights Acts of 1964, as amended, 42 U.S.C. '' 2000e et seq., the Civil Rights Acts of 1866 and 1871, 42 U.S.C. '' 1981 and 1983; and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.

Section 5.2. Equal Employment Opportunity. Service Provider shall comply with all of the affirmative action, equal employment opportunity and disadvantaged business enterprise requirements in Exhibit E.

Section 5.3. Failure to Comply. In the event Service Provider's noncompliance with any provision set forth in Exhibit E or with any federal, state, or local anti-discrimination or equal employment or business opportunity law, including but not limited to those identified in Section 5.1 hereof, results in Service Provider being declared non-responsible and, therefore, ineligible for future contracts or subcontracts with the State of Illinois or any of its political

subdivisions or municipal corporations, this Agreement may be canceled or voided by Pace in whole or in part, and such other sanctions, penalties or remedies as may be provided by law or regulation may be imposed or invoked.

#### ARTICLE VI

#### **REPORTS AND RECORDS**

Section 6.1. <u>Reports, Forms and Statements Required</u>. Service Provider shall furnish Pace with all reports required by the Pace Paratransit Manual in accordance with the due dates specified therein. In addition, Service Provider shall furnish Pace, on a timely basis, with the following documents:

- A monthly listing of any reports and documents in any way related to the Transportation Services filed by Service Provider with any government or government agency. Upon request, Service Provider shall provide Pace with a copy of any such reports and documents.
- (2) All written forms and documentation required for the administration of Pace's programs concerning students, the elderly and the handicapped. Said forms and documentation shall be furnished by Service Provider to the United States and Illinois Departments of Transportation upon Pace's request.
- (3) All correspondence, papers, notices, accident reports or documents of any nature received by Service Provider in connection with any claim or demand involving or related to Transportation Services or the Equipment.
- (4) All records required pursuant to Section 11.4 of this Agreement.
- (5) Such other reports, forms and statements as may be required by this Agreement or by federal, state or local laws or regulations or by order of any duly constituted authority.

Section 6.2. Records. Service Provider shall create and maintain accurate and complete records of all Transportation Services performed, all time spent, all materials, equipment and supplies purchased, and costs incurred in the performance of the Transportation Services pursuant to this Agreement, including all records required by this Agreement, the Pace Paratransit Manual or any applicable law or regulation. Unless Pace shall consent in writing to the destruction of any such records, and except for records required to be delivered to Pace at the end of the Agreement Term, Service Provider shall make said records available for review, inspection and audit in accordance with Section 6.3 below during the entire Agreement Term and for three years thereafter, or such longer period as may be required by law or any applicable grant; provided, however, that prior to the disposal or destruction of any such record by Service Provider following said period, Service Provider shall give notice to

Pace of any record or records to be disposed of or destroyed and the intended date, which shall be at least 90 days after the effective date of such notice, of disposal or destruction. Pace shall have 90 days after receipt of any such notice to give notice to Service Provider not to dispose of or destroy said record or records and to require Service Provider to deliver such record or records to Pace or its designee, at Pace's expense, on a confidential basis if appropriate.

Section 6.3. Inspections and Audits. Pace shall have the right, with or without prior notice to Service Provider, to review, inspect and audit all Transportation Services performed pursuant to this Agreement, and all information and records related thereto, at all reasonable times during and following the performance of the Transportation Services. The phrase "all information and records related thereto" as used in this Section shall mean all information and records under the control or supervision of, or reasonably available to, Service Provider relating to this Agreement or the Transportation Services that are reasonably necessary for Pace to verify or audit Service Provider's performance under this Agreement, or the accuracy or appropriateness of any Operating Expenditure or portion thereof, ridership information, or Service Provider's compliance with this Agreement or any portion thereof, including but not limited to all data, samples, records, reports, documents, memoranda, maps, estimates, specifications, notes, studies, tapes, photographs, film, computer programs or drawings, whether in preliminary, draft, final or other form. Pace shall perform such review, inspection or audit in a manner that will not unduly delay or interfere with Service Provider's performance under this Agreement. Service Provider shall cooperate with Pace, and provide reasonable facilities to Pace to assist Pace in any such review, inspection or audit. Pace may perform any such review, inspection or audit through an officer, employee, or other designated agent. Service Provider shall promptly remit to Pace any overpayments identified as a result of inspection and audit.

## ARTICLE VII

#### THIRD PARTY PROVIDERS

Section 7.1. Requirements. "Third Party Providers" as used in this Agreement are any other parties who, pursuant to contract or agreement with the Service Provider, directly provide a significant part of the Transportation Services. Service Providers using Third Party Providers to provide the service shall follow the procedures in the Pace Paratransit Manual for obtaining and utilizing such providers. All service provided by a Third Party Provider to a Service Provider shall be competitively solicited at least once every four years and as frequently as once a year if required by Pace. Contracts with Third Party Providers shall be

made in accordance with applicable laws. All such agreements shall be in writing with a copy provided to Pace. Submission of the third party agreement to Pace does not release the Service Provider from any obligation under this Agreement, nor operate as a waiver of any rights of Pace under this Agreement. The Service Provider shall cause each of its Third Party Providers to comply with all applicable provisions of this Agreement and the Pace Paratransit Manual as if the name of the Third Party Provider has been substituted for the name of the Service Provider therein. In the event that Pace Equipment is to be used by a Third Party Provider, such Third Party Provider shall execute a written sublease in a form approved by Pace prior to the use of Pace Equipment.

#### **ARTICLE VIII**

#### RISK FINANCING PROGRAM AND INSURANCE REQUIREMENTS

<u>Section 8.1.</u> <u>General Requirements</u>. The Service Provider shall be required to comply with the Pace Paratransit Manual for all Vehicles used to provide the Transportation Services whether those Vehicles are owned by Pace, the Service Provider, or a Third Party Provider. Service Provider shall immediately notify Pace of any accidents or incidents.

<u>Section 8.2.</u> <u>Risk Financing Program</u>. All Pace Vehicles used in the provision of Transportation Services pursuant to this Agreement shall be included in Pace's Risk Financing Program. The Pace Risk Financing Program shall provide commercial auto liability coverage to Service Provider and any Third Party provider for any claims of bodily injury, death, or property damage arising directly out of the provision of Transportation Services provided with vehicles owned by Pace as described in this Agreement, within the scope of Pace's Self-Insured Retention and up to the liability limits of such excess insurance that Pace may purchase, *subject to the following terms, conditions, and exclusions:* 

- (a) Pace specifically excludes from insurance coverage afforded to Service Provider and Third Party Provider herein any claims, actions, damages arising as the result of willful and wanton, reckless, or intentional conduct of Service Provider and/or Third Party Provider, its officers, agents, employees, contractors, sub-contractors, agents or volunteers.
- (b) Pace specifically excludes from insurance coverage afforded to Service Provider and Third Party Provider herein claims of injury or death brought directly or indirectly

against Pace, the Service Provider, or the Third Party Provider by any employee of the Service Provider, the Third-Party Provider, or any contractors or sub-contractors of the Service Provider or Third Party Provider arising out of or in connection with the Transportation Services described in this Agreement.

- (c) The policies of excess insurance purchased by Pace and Pace's Self-Insured Retention shall be primary over insurance carried by the Service Provider or its Third Party Provider for claims within the scope of Pace's Risk Financing Program. Any insurance or self insurance maintained by Service Provider and Third Party Provider shall be in excess of Pace's Self Insured Retention and the policies of excess insurance purchased by Pace, without right of contribution, for claims within the scope of Pace's Risk Financing Program.
- (d) The Service Provider and its third party provider shall be named as additional insureds in all policies of excess insurance for auto liability coverage purchased by Pace above its self-insured retention.
- (e) Service Provider and/or Third Party Provider shall provide immediate *written* notice of any and all accidents, incidents, claims, and lawsuits to Pace, in the form provided in accordance with the provisions of the Pace Paratransit Manual, including promptly updating Pace in writing when a previously reported incident or accident results in a claim or lawsuit, or a previously reported claim results in a lawsuit.
- (f) With respect to any lawsuit that is within the scope of coverage afforded by this Section 8.2, Pace shall have the right and duty to defend the Service Provider and/or Third-Party Provider, including the right to select defense counsel and control the defense of such lawsuit. In the event of any conflict of interest that would prevent Pace from controlling such defense or that would require Pace to allow the Service Provider or Third Party Provider to select independent defense counsel, Pace will reimburse the reasonable attorneys fees and expenses incurred in such defense by the Service Provider or Third Party Provider, provided however that the hourly rates of such counsel shall not exceed the hourly rates ordinarily paid by Pace to its outside counsel for defense of similar types of lawsuits. Pace shall not have any duty to defend the Service Provider or Third-Party Provider for any claims that are excluded from the coverage of this section, including any claims within the scope of

subparagraphs (a) or (b). If a lawsuit includes claims that are both covered and not covered by this Section 8.2, Pace's duty to defend only extends to those portions of the suit that are within the scope of coverage of Section 8.2, and not to any excluded claims. Pace's duty to defend under this paragraph shall cease if and when the limits of auto liability coverage are exhausted of any excess insurance policies purchased by Pace.

- (g) Service Provider shall, and shall require its employees, subcontractors and any Third Party Provider, to cooperate with and assist Pace and any claims service agencies, investigators and attorneys employed by or on behalf of Pace in the administration, investigation and defense of any and all claims for bodily injury or property damage, or physical damage to any Pace vehicle asserted against Pace or Service Provider arising out of the provision of Transportation Services pursuant to this Agreement.
- (h) The Service Provider's, its subcontractor's or its third party provider's failure to comply with the requirements of this Section shall relieve Pace of any and all obligations that Pace may have under this Article VIII.

Section 8.3. Loss Prevention. Service Provider shall, upon written notice from Pace specifying and documenting claims or other evidence of incompetence, inattention, carelessness or other fault on the part of Service Provider or any of Service Provider's employees, promptly take all lawful and reasonable steps to prevent claims or losses as a result of such incompetence, inattention, carelessness or other fault. This Section shall not, however, be construed to require Service Provider to take any action in violation of its obligations under any labor agreement or other employment contract.

<u>Section 8.4.</u> <u>Requirements for non-Pace Vehicles</u>. Claims arising from non-Pace owned Vehicles are not within the scope of the Pace Risk Financing Program. The Service Provider shall provide the following liability insurance coverage for all claims arising out of non-Pace owned Vehicles used in providing the Transportation Services:

- (1) For all taxicabs; a \$350,000 Limit of coverage for Automobile Liability including a Limit of \$350,000 for Uninsured and Underinsured Motorists coverage, and
- (2) for all other vehicles; commercial Automobile Liability Insurance Coverage with a minimum Combined Single Limit (CSL) of \$5,000,000 Each Occurrence and \$5,000,000 Aggregate and Commercial General Liability Coverage with at least the following limits:

\$5,000,000 General Aggregate
\$5,000,000 Each Occurrence Limit
\$5,000,000 Products/Completed Operations Hazard Aggregate
Limit
\$5,000,000 Personal & Advertising Injury Liability Limit
\$10,000 Medical Expense Limit (Per Person)

Each Insurance Company providing all Pace required coverage must have a minimum A.M. Best rating of A- VII using the most current data available from A.M. Best Property/Casualty Rating Company.

Contractor, Third Party Provider or any subcontractor shall name Pace Suburban Bus Service as additional insured in its liability policies, as set forth below, and agrees to waive and will require its insurers to waive all rights against the other party, as relates to this Agreement on all of the insurance coverage required under this Agreement.

The insurance policies shall be endorsed to provide that the <u>Suburban Bus Division of</u> the Regional Transportation Authority d/b/a Pace, and the Regional Transportation <u>Authority and their employees</u> are named as additional insured for "liability for 'bodily injury', 'property damage', and 'personal injury' caused in whole or in part, by our acts or omissions or the acts or omissions of those acting on our behalf: (a) in the performance of our ongoing operations; or (b) for claims brought on behalf of our employees, agents, or subcontractors and their employees," in a form providing no less coverage than that provided by the Insurance Service Office's Owners, Lessees or Contractors - Form B [ISO 20 10], on a primary basis, without right of contribution from Pace, for any liability arising from the operation of non-Pace owned vehicles. The coverage shall contain no special limitations on the scope of its protection to the above listed insureds.

The Contractor's insurance must contain the standard Separation of Insureds provision or an endorsement providing that, except with respect to limits, the insurance applies separately to each insured. The Contractor and any subcontractors shall provide that there will be no recourse against Pace Suburban Bus Service as additional insured for the payment of premiums, additional premiums or assessments, it being understood that these are obligations of the party providing such insurance pursuant to this Agreement.

The Contractor's insurance shall be primary over any other insurance carried by Pace, including self-insurance. In the event the policies should be changed or canceled, said change or cancellation shall not be effective until 30 days after Pace has received notice of such change or cancellation from the Insurance Company.

The Service Provider shall comply with all accident and incident notification and reporting requirements provided for in the Pace Paratransit Manual including Chapter 5 on accident incident reporting and Chapter 6 on personnel standards and rules including drug/alcohol testing requirements.

#### ARTICLE IX

#### **INDEMNIFICATION**

Section 9.1 General. To the fullest extent permitted by law and within the limits of Pace's self insured retention and the excess/umbrella auto liability insurance policies purchased by Pace, Pace shall indemnify and hold harmless Service Provider and its third party provider, their officers, agents, and employees from and against any and all auto liability claims, suits, losses, damages and expenses, which may arise out of the operation of transportation services provided with Pace owned vehicles pursuant to the 2017 Paratransit Service Provider Agreement, provided that Service Provider and its third party provider comply with the notice and cooperation requirements stated in Section 8.2 above, regardless of whether or not it is caused in whole or in part by any negligent act or omission of Service Provider or its Third Party Provider, their officers, agents or employees. This indemnification does not extend to willful and wanton, reckless or intentional conduct of the Service Provider or Third Party Provider and is specifically excluded from this indemnification and insurance coverage, including self-insurance.

Service Provider and its Third Party Provider shall indemnify, hold harmless, and defend Pace and the Regional Transportation Authority, their board members, officers, employees, agents and attorneys from and against (a) all auto liability claims, suits, losses, damages and expenses, which may arise out of the operation of transportation services provided with non owned Pace vehicles in providing services pursuant to the 2017 Paratransit Service Provider Agreement; (b) any claims, suits, actions, damages which arise out of the willful and wanton, reckless or intentional acts of the Service Provider or its Third Party Provider in the performance of this agreement; and (c) claims brought directly or indirectly against Pace by an employee of the Service Provider, or an employee of Service Provider's contractors or sub-contractors (Third Party Provider), or arising out of any injury or death of Service Provider's employee, or an employee of Service Provider's contractors (Third Party Provider), in connection with the Transportation Services described in this Agreement.

The indemnities contained in this Section shall survive termination of this Agreement.

Section 9.2. Service Provider's Damages. Except as expressly provided in Article VIII or Article IX of this Agreement, Pace shall not be responsible to Service Provider or to any of its officers, employees, agents or attorneys for any loss of business or other damage caused by an interruption of the Transportation Services, or for the time lost in repairing or replacing any Pace Equipment, or for any loss, injury, or damage arising out of or relating to Pace's failure to deliver Pace Equipment, or for any other losses or damages sustained by the Service Provider hereunder. Except as expressly provided in Article VIII or Article IX of this Agreement, Pace assumes no liability or responsibility for any acts or omissions of Service Provider, or of Service Provider's officers, employees, agents or attorneys, or for any property of Service Provider or any other person that is damaged, lost, or stolen in the performance, or as a result of the performance, of this Agreement.

#### ARTICLE X

#### PAYMENT, BUDGET AND ACCOUNTING

Section 10.1. Maximum Service Reimbursement Amount. Pace hereby agrees to pay the Service Provider a service reimbursement in an amount as limited by the Approved Budget and further limited by (i) the Paratransit Service Reimbursement Guidelines shown in Exhibit C and (ii) the other provisions of this Article X. Pace may change the Paratransit Service Reimbursement Guidelines of the Paratransit Program and/or level of fares and such new guidelines and fare shall be used to determine Pace's maximum reimbursement obligation. If the Pace Board revises the Paratransit Reimbursement Guidelines during the term of this

Agreement, then such new guidelines shall be effective for the remainder of the Agreement Term subject only to a sixty day notice period during which time the old guidelines would remain in effect.

Section 10.2. Payment of Reimbursement. Pace shall make monthly payment installments of the service reimbursement based on the receipt of a properly prepared Monthly Report and related required documentation. During January and February, the monthly installments shall be one-twelfth of the Service Reimbursement Amount in accordance with the Approved Budget. Each of the remaining monthly payment installments shall be based on the Monthly Report for the month that is two months prior to the month during which the report is submitted and payment is due. Such material must be received by Pace by the close of business on the day specified in the Pace Paratransit Manual in order to be processed and paid during the submitted month. Any late or improperly prepared submissions shall not be considered for payment until the next month. After all Monthly Reports have been received for the Agreement Term, a final calculation of the service reimbursement amount shall be made. If a credit is due to either party, such party shall pay the amount of such credit to the other party within 30 days following demand therefore.

Section 10.3. Limitations on Payments. In addition to any other remedy provided herein, if Service Provider materially fails to comply with any term of this Agreement, or fails to take corrective action as directed by Pace, Pace may withhold payments pending Service Provider's actions to achieve compliance or take corrective action.

Notwithstanding any other provision of this Article, no payment of the Service Reimbursement Amount, or any installment thereof, shall be due, owing or made in violation of any of the following limitations:

- (1) No monthly installment due in any month shall be paid unless the Reports required pursuant to the Pace Paratransit Manual have been filed with Pace in accordance with said Section.
- (2) No payment shall be made if Pace should find or has reason to believe that the Monthly Reports have not been prepared in accordance with sound financial and management practices. Pace shall withhold payment until such issues are resolved.
- (3) Payments shall not exceed the Approved Maximum Service Reimbursement Amount. Any payments made after January 1, 2020 pursuant to any prior reimbursement agreement between the parties whose term extended into calendar year 2018 shall be deemed to be payments made under this Agreement with the exception of payments due for service provided prior to January 1, 2020.
- (4) No payment shall be made with respect to any Operating Expenditure incurred or accrued in violation of this Agreement or any provision of the Pace Paratransit Manual.

Section 10.4. Funding Availability. Notwithstanding anything to the contrary, including in particular (but not limited to the provisions of Section 10.1), it is expressly agreed that the obligation of Pace to pay the Service Reimbursement Amount shall be limited to the availability of funds from Pace's revenues and budget for Pace's fiscal year so that in the event Pace determines that funds are not available, Pace's obligations to pay any such unpaid part or parts of the Service Reimbursement Amount shall be terminated forthwith and Pace shall have no further obligations to make any payments to Service Provider under the Agreement. In the event that Pace determines that no funds will be available to pay the Service Reimbursement Amount, the Service Provider shall be given written notice thereof in accordance with Section 11.2.

Section 10.5. Transportation Revenue. All Transportation Revenue shall be the property of the Service Provider. Service Provider shall comply with Pace policies, practices and procedures relating to the collection, security, and accounting of all Transportation Revenue as set forth in the Pace Paratransit Manual. Should the Service Provider decide to allow any passengers to travel at less than the minimum fares for paratransit established by the Pace Board, then the difference between the minimum Pace fare and fares charged shall be funded by the Service Provider and such funds shall be considered Transportation Revenue.

Section 10.6. Accounting and Reporting Standards. Service Provider shall maintain its books and records, and shall prepare, maintain and file reports, relating to this Agreement and the Transportation Services in accordance with generally accepted governmental accounting principles, Section 15 of the United States Urban Mass Transit Act, the Pace Paratransit Manual, the Approved Budget and any documentation submitted by Service Provider, and approved by Pace, in support of the Approved Budget. In case of any conflict in the aforesaid standards, Service Provider shall seek specific direction from Pace and, pending receipt of such direction, shall comply with that standard that most fairly, accurately and completely records and reports the results of operations.

<u>Section 10.7</u>. <u>Budget Amendments</u>. Pace shall have no obligation to revise the Approved Budget or to increase the Approved Maximum Service Reimbursement Amount or any Line Item Budget Maximum.

<u>Section 10.8.</u> <u>Capital Expenditures</u>. Pace is not obligated to provide any grant funds to the Service Provider for capital purchases. Any Capital Asset paid for with the proceeds of any payment made by Pace shall be the property of Pace and shall be added to Exhibit B or to the inventory of Pace Equipment required pursuant to Subsection 3.1B and shall be returned to Pace at the end of the Agreement Term.

Section 10.9. Subsequent Service Reimbursement. In order to permit Pace to evaluate the merits of entering into a new service reimbursement agreement for Transportation Services with Service Provider following the end of the Agreement Term, Service Provider shall, during the Agreement Term and pursuant to this Section, cooperate with Pace to develop a proposed budget for the calendar year following the Agreement Term. On or before July 1 of the Agreement Term, or such other date as Pace may specify in a service reimbursement application solicitation request, Service Provider shall submit its formal Service Provider application to Pace in the format specified by Pace. Nothing in this Section shall, however, obligate either Pace or Service Provider to agree to any reimbursement estimate or to enter into any new agreement.

#### ARTICLE XI

#### TERM

Section 11.1. Term. The term of this Agreement shall be one year commencing on the 1st day of January, 2020, and terminating after the last scheduled service on the 31st day of December, 2020.

Section 11.2. Termination for Impossibility of Performance. This Agreement may be terminated, in whole or in part, upon seven days written notice given by Pace to Service Provider in the event that the Illinois General Assembly, the Regional Transportation

Authority or any funding source fails in any fiscal year to appropriate or otherwise make available sufficient funds, as determined in the sole discretion of Pace, to cover payments to be made to Service Provider pursuant to Article X hereof, or if any Vehicle(s) necessary to perform the Transportation Services hereunder (are) is unavailable for any reason, as determined in the sole discretion of Pace.

The termination of this Agreement shall not be in any manner prevented or affected by the fact that Service Provider may have already partially or fully performed its obligations under this Agreement in respect to any unpaid part or parts of this Agreement by the time it is determined by Pace that it will be unable to pay the remaining unpaid part or parts of this Agreement.

Section 11.3 Termination for Service Provider Default

A. <u>Immediate Termination</u>. This Agreement shall be terminated, and the Agreement Term shall end, 24 hours after written notice of such termination given by Pace to Service Provider in the event that Service Provider shall, for any reason, other than as specified in Section 2.2 of this Agreement, cancel, eliminate or reduce or diminish service without prior written approval from Pace.

AGENDA - 12/3/2019,...

B. <u>Termination Following Failure To Cure</u>. This Agreement shall be terminated, and the Agreement Term shall end, if the Service Provider violates any other material obligation under this Agreement or fails to timely perform any other material obligation under this Agreement and such violation or failure shall continue for a period of 21 days after Service Provider receives written notice from Pace describing in reasonable detail the nature of the violation or failure; provided, however, that in the event such violation or failure cannot be cured within said 21 day period notwithstanding diligent and continuous effort by Service Provider and Service Provider shall have promptly commenced to cure the violation or failure and shall have thereafter prosecuted the curing of same with diligence and continuity, then the period for curing such violation or failure shall be extended for such period as Pace may determine to be necessary for curing such violation with diligence and continuity.

C. <u>Obligations Following Termination</u>. Pace's obligations upon termination of this Agreement in any manner and for any purpose authorized by this Article XI shall be limited to payment of reimbursement obligations for services rendered by Service Provider up to the date of said termination. Immediately upon termination of this Agreement in any manner and for any purpose, Service Provider shall comply with the provisions of Section 11.4 below. In addition, Service Provider shall be liable to Pace for all damages incurred as a result of any violation or failure that leads to termination of this Agreement. Said damages shall include, but shall not be limited to, all court costs, and attorneys' fees and disbursements incurred in connection with enforcing or defending Pace's rights hereunder.

Section 11.4. Return of Pace Equipment and Records Upon Termination. Immediately following the Agreement Term, Service Provider shall surrender and deliver to Pace at such time or times and at such location or locations within the six-county region as Pace may designate:

- (1) All Pace Vehicles and Other Pace Equipment in good operating order, repair and condition, reasonable wear and tear and normal depreciation excepted; and
- (2) All records pertaining to all Pace Vehicles and Other Pace Equipment, including, without limitation, all preventative maintenance reports and vehicle repair reports.

Pace shall have the right to inspect the premises of the Service Provider and to remove any Pace Equipment or any such records that remain in the possession of Service Provider. Pace, in its sole discretion, shall determine the condition of surrendered and returned Pace Equipment and the extent of any wear and tear, depreciation or damage. Service Provider shall make, or cause to be made, any and all repairs deemed necessary by Pace to place the surrendered and returned Pace Equipment in the condition required by Sections 3.1 and 3.2 of this Agreement. Such repairs shall be completed within 21 days following Pace's written demand that they be undertaken. If any such repairs are the result of Service Provider's failure to comply with the provisions of this Agreement, the cost thereof shall not be reimbursable by Pace under this Agreement. If Service Provider fails to make such repairs, then Pace shall have such repairs performed and Service Provider shall reimburse Pace for the cost of such repairs within 30 days after a receipt for such costs is provided to Service Provider.

#### **ARTICLE XII**

#### COVENANTS AND REPRESENTATIONS

<u>Section 12.1</u>. <u>General</u>. Service Provider hereby makes the covenants and representations with and to Pace as described in this Article and hereby agrees to abide by each and every one of them.

<u>Section 12.2.</u> <u>Corporate Existence and Power</u>. Service Provider is duly organized, validly existing and in good standing under the laws of the State of Illinois, and has the legal power and authority to enter into this Agreement and to provide, engage in and carry out the Transportation Services. Service Provider shall maintain its corporate identity and shall make no attempt to cause its corporate existence to be abolished during the Agreement Term.

Section 12.3. Authorization. Service Provider has been duly authorized to execute this Agreement by its corporate authorities by ordinance duly adopted, and the execution and delivery of this Agreement by all of the parties signatory hereto shall constitute a valid and binding obligation of Service Provider, enforceable in accordance with its terms, and the making of and compliance by Service Provider with the terms and conditions of this Agreement will not result in any breach or violation of, or default under, any judgment, decree, mortgage, contract, agreement, indenture or other instrument applicable to Service Provider.

<u>Section 12.4.</u> <u>Approvals Received</u>. All such approvals, consents, permits, licenses, authorizations, or modifications as may be required to permit the performance by Service Provider of its obligations under this Agreement have been obtained from the appropriate governmental authorities or other persons or entities.

<u>Section 12.5.</u> <u>No Material Litigation</u>. No litigation, investigation or proceeding of or before any court, governmental authority or arbitrator is pending or, to the knowledge of Service Provider, threatened by or against Service Provider, or against any of its properties or revenues (1) with respect to this Agreement, or (2) which is reasonably likely to have a material adverse effect on the operations, property or financial condition of Service Provider. <u>Section 12.6.</u> <u>No Default</u>. Service Provider is not in default under or with respect to any obligation in any respect that could be materially adverse to the business, operations, property or financial condition of Service Provider or that is reasonably likely to materially adversely affect the ability of Service Provider to perform its obligations under this Agreement. <u>Section 12.7</u>. <u>No Burdensome Restrictions</u>. No obligation of Service Provider and no requirement of law materially adversely affects, or insofar as Service Provider Agency may reasonably foresee may so affect, the business, operations, property or financial condition of Service Provider to perform its obligations under this Agreement.

<u>Section 12.8.</u> No Sale, Lease or Encumbrance. Service Provider will not sell, lease, loan, or in any manner dispose of any Pace Equipment during the Agreement Term.

<u>Section 12.9</u>. Payment of Obligations. Service Provider shall pay and discharge all of its obligations and indebtednesses with respect to the Transportation Services and with respect to the Service Provider Vehicles, if any; provided, however, that any such obligation or indebtedness need not be paid if the validity thereof shall currently be contested in good faith by appropriate proceedings and if Service Provider shall have set aside on its books adequate reserves with respect thereto, except that all such obligations and indebtednesses shall be paid forthwith upon an adverse decision in such proceedings and the exhaustion of available appellate relief with respect thereto.

Section 12.10. Compliance With Applicable Laws. Service Provider shall comply with all federal, state and local statutes, laws, rules, regulations and orders applicable to the Transportation Services.

<u>Section 12.11</u>. <u>Compliance With Agreement Conditions</u>. Service Provider shall comply with all conditions of, and all laws and regulations and all Pace policies, practices and procedures applicable to, any federal, state or local grant received by Pace or by Service Provider at any time with respect to the Transportation Services or the Equipment, including the Pace Paratransit Manual.

<u>Section 12.12</u>. <u>No Bar From Public Contracts</u>. Service Provider warrants and represents that the statements contained in the Service Provider=s Certification in Exhibit F hereto are true and correct.

<u>Section 12.13</u>. <u>Opinion of Counsel</u>. Service Provider shall provide to Pace, at or before the time Service Provider executes this Agreement, an opinion of an attorney licensed to practice law in the State of Illinois in the form provided in Exhibit G.

#### ARTICLE XIII

25 of 30

#### **GENERAL PROVISIONS**

Section 13.1. Complete Agreement. This Agreement, including the Exhibits hereto and the Pace Paratransit Manual, constitutes the entire Agreement between the parties hereto, except as it may be amended as provided by this Article.

Section 13.2. Exhibits; Pace Paratransit Manual; Conflicts. Exhibits A through G attached to this Agreement and the Pace Paratransit Manual (as such Manual may be amended from time to time and as supplemented with Pace directives) are incorporated herein and made a part hereof by this reference. In case of any conflict among the provisions of this Agreement, including the Exhibits hereto and the Pace Paratransit Manual, that provision which, in the opinion of Pace, best promotes safe, efficient and economical transportation service and best protects the Equipment shall control.

<u>Section 13.3.</u> <u>Amendments</u>. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and delivered by the authorized representatives of the parties hereto.

Section 13.4. Notices. All notices and other communications in connection with this Agreement shall be in writing, and any notice or other communication hereunder shall be deemed received by the addressee thereof when delivered in person at the address set forth below, or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to Pace as follows:

Attention: Executive Director *Pace Suburban Bus* 550 W. Algonquin Road Arlington Heights, IL 60005-4412

Notices and communications to Service Provider shall be addressed as shown on the cover page to this Agreement. By notice complying with the foregoing requirements of this Section, each party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

Section 13.5. Calendar Days and Time. Any reference herein to "day" or "days" shall mean calendar and not business days. If the date for giving or receiving of any notice required to be given hereunder or the performance of any obligation hereunder falls on a Saturday, Sunday or federal or State of Illinois holiday, then said notice or obligation may be given or performed on the next business day after such Saturday, Sunday or federal or State

of Illinois holiday. Any reference herein to time of day shall refer to local time for Arlington Heights, Illinois.

<u>Section 13.6.</u> <u>Singular and Plural</u>. The use of the singular or the plural herein shall be construed to be the plural or singular as the context requires.

Section 13.7. Governing Laws. This Agreement and the rights of the parties hereunder shall be interpreted and enforced in accordance with the laws of the State of Illinois.

Section 13.8. Changes in Laws. Unless otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules or regulations shall include such laws, ordinances, rules or regulations as they may be amended or modified from time to time.

Section 13.9. No Assignment. Service Provider shall not assign either its rights or its obligations under this Agreement without the prior written consent of Pace, which consent may be granted or withheld at the sole discretion of Pace. Any attempted or purported assignment of such rights or obligations without the prior written consent of Pace shall be void and of no effect. Any successor to Service Provider's rights under this Agreement shall be bound by, and shall comply with, all of the provisions, conditions and requirements of this Agreement.

<u>Section 13.10</u>. <u>Headings</u>. The section headings of this Agreement are for convenience and reference only and in no way define, extend, limit, or describe the scope or intent of this Agreement or the intent of any provision hereof.

<u>Section 13.11.</u> <u>Prohibited Interests</u>. No member of the Illinois General Assembly, no member of the Congress of the United States and no director or employee of Pace or of Service Provider shall, during his or her tenure or for one year thereafter, have any interest, direct or indirect, in this Agreement or be admitted to any share or part of this Agreement or to any benefit arising there from or any proceeds thereof.

Section 13.12. Independent Contractor. In the performance of the Transportation Services and Other Services pursuant to this Agreement, Service Provider is an independent contractor with the authority to control and direct the performance of the details of the Transportation Services and Other Services to be performed pursuant to this Agreement. All personnel necessary for Service Provider's performance pursuant to this Agreement shall be employees of Service Provider or of Service Provider's subcontractors. None of the said personnel shall be deemed for any purpose to be employees, agents or representatives of Pace.

Section 13.13. Litigation Against Service Provider. If, during the term of this Agreement, any lawsuits or proceedings are filed or initiated against Service Provider or any subcontractor of Service Provider, before any court, commission, board, bureau, agency, unit of government

or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of Service Provider to perform its obligations under, or otherwise to comply with, this Agreement, Service Provider shall promptly deliver a copy of the complaint or charge related thereto to Pace and shall thereafter keep Pace fully informed concerning all aspects of such lawsuit or proceeding.

Section 13.14. Non-Waiver. Pace shall not be deemed to have waived any right under this Agreement unless such waiver is in writing and signed by an authorized officer or director of Pace. No delay or omission by Pace in exercising any right under this Agreement shall operate as a waiver of such right or any other right by Pace. All the rights and remedies of Pace under this Agreement shall be cumulative and not exclusive and may be exercised singly or concurrently by Pace. The waiver or exercise of any remedy by Pace shall not be construed as a waiver of any other remedy available under this Agreement or under general principles of law or equity.

Section 13.15. <u>Time of Essence</u>. Time is of the essence in the performance of all terms and provisions of this Agreement.

<u>Section 13.16</u>. <u>Survival Clause</u>. If any provision of this Agreement is construed or held to be void, invalid or unenforceable in any respect, the remaining provisions of this Agreement shall not be affected thereby, but shall remain in full force and effect.

Section 13.17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

Section 13.18. Other Agreements Not Prohibited. Nothing in this Agreement shall be deemed to prohibit Pace from entering into additional or alternative agreements or arrangements to provide replacement, additional, supplementary or duplicative service in the area served by Service Provider.

<u>Section 13.19</u>. <u>No Future Obligations</u>. Nothing in this Agreement or the parties= performance thereof shall be construed to create any obligation to renew this Agreement after the Agreement Term or to enter into any other agreement of any kind or nature.

#### ARTICLE XIV

#### REMEDIES

Section 14.1. Remedies. In addition to Pace's right to terminate this Agreement pursuant to Article XI and any other rights otherwise provided in this Agreement, in the event of a breach or an alleged breach of this Agreement by either party, either party may, by suit, action, mandamus or any other proceeding, in law or in equity, including specific performance, enforce or compel the performance of this Agreement. Any cost or expense

associated with pursuing any such remedy shall not be an Operating Expenditure under this Agreement.

<u>Section 14.2.</u> Notice and Cure. Neither party may exercise the right to bring any suit, action, mandamus or any other proceeding pursuant to Section 14.1 of this Agreement without first providing written notice to the other party of the breach or alleged breach and allowing a period of 15 days for the curing of said breach or alleged breach; provided, however, that in the event such violation or failure cannot be cured within said 15 day period notwithstanding diligent and continuous effort by the party receiving notice and said party shall have promptly commenced to cure the violation or failure and shall have thereafter prosecuted the curing of same with diligence and continuity, then the period for curing such violation or failure shall be extended for such period as may be necessary for curing such violation with diligence and continuity.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

SERVICE PROVIDER	PACE
Ву:	By Rocco L. Donahue, Executive Director
Title:	Title:
Date:	Date:

# **Exhibit** A

# 2020 PARATRANSIT SERVICE PROVIDER AGREEMENT

## **PROPOSED 2020 BUDGET**

## PROJECT: VILLAGE OF TINLEY PARK

REVENUE	<u>\$ 7,629</u>
EXPENSES	
OPERATIONS	<u>\$ 72,023</u>
MAINTENANCE	<u>\$3,066</u>
ADMINISTRATION	<u>\$ 4,571</u>
TOTAL EXPENSE	<u>\$ 79,660</u>
OPERATING DEFICIT	<u>\$ 72,031</u>
PACE SUBSIDY	<u>\$_17,448</u>
LOCAL SHARE	<u>\$ 54,583</u>
RIDERSHIP	5,816
VEHICLE HOURS	1,324

# Exhibit C

## 2020 PARATRANSIT SERVICE PROVIDER AGREEMENT

## PARATRANSIT REIMBURSEMENT GUIDELINES

The maximum Service Reimbursement shall be the lesser of the amounts calculated in each of the following way:

- 1. 75% of the projected Operating Deficit in the Approved Budget; or
- 2. 75% of the actual Operating Deficit; or
- 3. 3.00 multiplied by the number of annual one-way passenger trips not to exceed the maximum number of trips in the Approved Budget.

The Approved Budget shall be the maximum estimated expenses, deficit, hours of service, and ridership upon which Pace's maximum Service Reimbursement amount will be calculated.

The total of the year to date subsidy payments shall not exceed an amount equal to  $1/12^{th}$  of the annual budgeted subsidy times the number of months elapsed in the year.

# Exhibit D

## 2020 PARATRANSIT SERVICE PROVIDER AGREEMENT

## **TRANSPORTATION SERVICES FUNDED BY PACE**

## **VILLAGE OF TINLEY PARK**

TYPE OF SERVICE	Dial-A-Ride Bus Service
SERVICE OPERATED BY	Village of Tinley Park
TRIP RESERVATION METHOD	24 hours in advance
SERVICE AREA	Village of Tinley Park
SERVICE HOURS	Monday through Friday 9:00 a.m. to 2:00 p.m.
HOLIDAYS	Service will <i>not</i> operate on the following holidays:
	<ul> <li>New Year's Day</li> <li>Presidents' Day</li> <li>Good Friday</li> <li>Memorial Day</li> <li>Independence Day (observed Holiday)</li> <li>Labor Day</li> <li>Thanksgiving Day</li> <li>Day after Thanksgiving</li> <li>½ - Day Christmas Eve</li> <li>Christmas Day</li> <li>½ -Day New Year's Eve</li> </ul>
ONE-WAY FARE	Persons (age 55-64)\$1.30Persons (65+)\$ .65Disabled\$ .65
RIDER ELIGIBILITY	Persons age 55+ and persons with disabilities

## Exhibit E

## 2020 PARATRANSIT SERVICE PROVIDER AGREEMENT

## AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISES

- A. <u>Affirmative Action</u>. Service Provider shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability or an unfavorable discharge from military service. Such action shall include, but not be limited to, the following: employment, hiring, upgrading, demotion, transfer, recruitment advertising, layoff of termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Prior to the execution of this Agreement, Service Provider shall furnish Pace with evidence that it has filed with the Illinois Department of Human Rights (the "Department") an affirmative action program covering the Service Provider shall promptly furnish Pace with a copy of any and all documents filed by it with the Department.
- **B.** <u>Equal Employment Opportunity Clause</u>. Service Provider shall comply with the following provisions, collectively referred to as the "Equal Employment Opportunity Clause".
  - (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, and national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
  - (2) That, if it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and Women in the area(s) from which it may reasonably recruit and it will hire persons in such a way that minorities and women are not underutilized.
  - (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
  - (4) That it will send a notice to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding advising such labor organization or representative of its obligation under the Illinois Human Rights Act and the Department's Rules and Regulations

for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with Service Provider in its efforts to comply with such Act and Rules and Regulation, Service Provider shall promptly so notify the Department, and Service Provider shall recruit employees for other sources when necessary to fulfill its obligations thereunder.

- (5) That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department of Pace, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- (6) That it will permit access by Pace and the Department to all relevant books. Records, accounts, and work sites for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- C. <u>Subcontracts.</u> Service Provider shall insert the following provisions in all subcontracts relating to the provision of Transportation Services and Other Service except subcontracts for standard commercial supplies or raw materials:

"No discrimination shall be made in any term or aspect of employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, or political reasons or factors.

In addition, Service Provider shall insert verbatim or by reference the provisions of the Equal Employment Opportunity Clause in every performance subcontract as defined in Section 1.1(17) (b) of the Department's Rules and Regulations so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this Agreement, Service Provider will be liable for compliance by all its subcontractors with applicable provisions of this Section; and further it will promptly notify pace and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, Service Provider will not utilize any subcontractor declared by the Department to be non-responsible and, therefore, ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

D. <u>Disadvantaged Business Enterprises</u>. Service Provider shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Service Provider shall carry out application requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by Service Provider to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such remedy as Pace deems appropriate.

## Exhibit F

## 2020 PARATRANSIT SERVICE PROVIDER AGREEMENT

## SERVICE PROVIDER'S CERTIFICATION

STATE OF ILLINOIS ) COUNTY OF \_\_\_\_\_ )
SUBURB-TO-SUBURB.

, being first duly sworn on oath, deposes and state that all ciatements herein made are made on behalf of the Service Provider; that this deponent is authorized to make them, and that the statements contained herein are true and correct.

The Service Provider deposes, states and certifies that the Service Provider is not barred from contracting with Pace on the Paratransit Service Provider Agreement as a result of a violation of either Section 33E-3 of Section 33E-4 of Article 33E of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 33E-4).

DATED:

**SERVICE PROVIDER** 

By:					
Dy.	 _	 -	 	1.11	1000

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

Attest:			

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_day of \_\_\_\_\_\_, 2019.

NOTARY PUBLIC



Date:	November 27, 2019
То:	Committee of the Whole
From:	David Niemeyer, Village Manager
cc:	Pat Carr, Assistant Village Manager Patrick Connelly, Village Attorney
Subject:	Responsible Bidder Ordinance

The responsible bidder ordinance was recommended by the Public Works Committee, with the understanding staff would be recommending additional changes. The amendments include an expansion to the "landscaping" definition, a removal of the prequalification requirements, and adding requirements for continual reporting by contractors and subcontractors to ensure there are no liens, fines, violations etc. against those parties.

Additional changes are still being worked on including adding to the Ordinance to include certain federal and state tax requirements and reference IL Human Rights Policy, Sexual Harassment Policy, and Equal Opportunity. These inclusions will ensure that the Village complies with IRS reporting and state grant funds.

We will have a final ordinance for approval at the Dec. 3, 2019 Village Board meeting.



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

## **ORDINANCE NO. 2019-O-078**

## AN ORDINANCE AMENDING TITLE V OF THE TINLEY PARK MUNICIPAL CODE AND ESTABLISHING CHAPTER 54 ENTITLED "RESPONSIBLE BIDDER REQUIREMENTS ON PUBLIC WORK PROJECTS"

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

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

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

#### VILLAGE OF TINLEY PARK Cook County, Illinois Will County, Illinois

#### **ORDINANCE NO. 2019-0-078**

#### AN ORDINANCE AMENDING TITLE V OF THE TINLEY PARK MUNICIPAL CODE AND ESTABLISHING CHAPTER 54 ENTITLED "RESPONSIBLE BIDDER REQUIREMENTS ON PUBLIC WORK PROJECTS"

**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 the Illinois Procurement Code (30 ILCS 500/1-1 *et seq*) and section 65 ILCS 5/8-9-1 of the Illinois Municipal Code ("Responsible Bidding Requirements"), the Village of Tinley Park is required to follow certain mandates pertaining to the advertising of bids prior to the Corporate Authorities of the Village of Tinley Park's approval of public work contracts; and

WHEREAS, the Village of Tinley Park ("Village") has previously adopted and incorporated by reference in its Village of Tinley Park Municipal Code a Purchasing Policy, pursuant to Ordinance No: 2017-O-012 prescribing certain Responsible Bidding Requirements pertain to public works contracts; and

**WHEREAS**, the Village now desires to codify certain Responsible Bidding Requirements into its Village of Tinley Park Municipal Code in an effort to promote further transparency in regards to competitive bidding for public works contracts and to more adequately notify prospective bidders of the Village's competitive bidding requirements ("Amendments"); 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 Amendments; and

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

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

**SECTION 2**: That Title V Chapter 51 entitled "RESPONSIBLE BIDDING REQUIREMENTS ON PUBLIC WORKS CONTRACTS," is hereby be created by adding the following underlined language:

# CHAPTER 54: RESPONSIBLE BIDDER REQUIREMENTS ON PUBLIC WORKS CONTRACTS

§54.01 Public Works
§54.02 Bid Submission Requirements
§54.03 Incomplete Submissions by Bidders and Subcontractors
§54.04 Lower Bidder Not Chosen
§54.05 Multiple Low Bids
§54.06 Public Records
§54.07 Materiality

### **§54.01 PUBLIC WORKS**

For purposes of this chapter, the term "public works" shall mean the following: any constructing, altering, reconstructing, repairing, rehabilitating, refinishing, refurbishing, remodeling, remediating, renovating, custom fabricating, maintenance, landscaping, improving, moving, wrecking, painting, decorating, demolishing, and adding to or subtracting from any public building, structure, airport facility, highway, roadway, street, alley, bridge, sewer, drain, ditch, sewage disposal plant, water work, parking facility, railroad, excavation, or other project, development, real property, or improvement, or to do any part thereof, whether or not the performance of the work herein described involves the addition to, or fabrication into, any structure, project or development, real property, publicly owned property, or improvement herein described of any material or article of merchandise, which is paid for out of a public fund or out of a special assessment. The term also includes any public works leased by a political subdivision under a lease containing an option to purchase.

For purposes of this Chapter, the term "public works" shall not include landscaping that is not performed in conjunction with or as part of work otherwise covered under the Prevailing Wage Act ("Act"), 820 ILCS 130/1 *et seq*. When no other covered work such as "hardscape" is involved, such landscaping work is not covered work under the Act and shall not be subject to the requirements contained herein.

#### **§54.02 Bid Submission Requirements**

In determining whether a bidder is a "responsible bidder" for the award of a public works contract, the bidder must submit the following information and supporting documentation verified under oath on a form designated by the Village of Tinley Park, in order for the bid to be accepted:

A. A copy of the Illinois Secretary of State's Department of Business Services online records evidencing that the bidder has a current corporate annual report on file. If the bidder is an individual, sole proprietor, or partnership, this subsection shall not apply;

B. Documents evidencing current registration with the Illinois Department of Revenue if bidder has employees (e.g. document with account number, Illinois Business Tax number).

C. Documents evidencing current registration with the Illinois Department of Employment Security if bidder has employees (e.g. document with UI account number).

D. Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor or any officers of the contractor in the last five (5) years.

E. A statement that all employees are (i) covered under a current workers' compensation insurance policy and (ii) properly classified under such policy. If the bidder is insured with a carrier, the evidence of workers' compensation insurance shall be a copy of the "Information Page" of the bidder's workers' compensation policy and any continuation of that Information Page which include the name and address of the insured, as well as the class codes the compensation premium is based on and the total estimated remuneration per class code.

F. A statement of compliance with all provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.) and all rules and regulations therein, for the past five (5) years. Such statement shall also provide that the contractor has reviewed the Prevailing Wage Act or federal Davis-Bacon and Related Acts, has reviewed and agrees to pay the applicable prevailing wage rates attached to the bid specifications, and will strictly comply with the Prevailing Wage Act or federal Davis-Bacon and Related Acts and related requirements. A contractor who has been found by the Illinois Department of Labor to be in violation of the Prevailing Wage Act twice within a three (3) year period shall be deemed not to be a Responsible Bidder for two (2) years from the date of the latest finding.

G. A copy of the written program for the prevention of substance abuse to be filed with a public body pursuant to the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 *et seq.*).

H. A statement that individuals who will perform work on the public works project on behalf of the contractor are properly classified as either (i) an employee or (ii) an independent contractor under all applicable state and federal laws and local ordinances.

I. Documents evidencing any professional or trade license required by law or local ordinance for any trade or specialty area in which the contractor is seeking a contract award. Additionally, the contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company.

J. Evidence of participation in apprenticeship and training programs applicable to the work to be performed on the project which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization. The required evidence includes but is not limited to a copy of all applicable apprenticeship standards or Apprenticeship Agreement(s) for any apprentice(s) who will perform work on the public works project.

K. Bidder shall certify that all employees expected to perform work on the project have completed a 10-hour or greater OSHA safety program. Only workers that have satisfactorily completed a 10-hour or greater OSHA safety program will be allowed to participate on the project. The bidder must have copies of employee OSHA cards on file, and Village of Tinley Park may request the bidder provide copies of employees OSHA cards; failure to produce an employee's OSHA card may result in a determination that the bidder is not a responsible bidder.

L. Disclosure of the name and address of each subcontractor from whom the contractor has accepted a bid and/or intends to hire on any part of the project. Further, each such subcontractor shall be required to adhere to the requirements set forth herein as though it were bidding directly to Village of Tinley Park. Each contractor shall submit all subcontractor information and supporting documentation to Village of Tinley Park prior to the subcontractor commencing work on the project.

M. Statements as to past performance, which shall give an accurate and complete record of all public works projects completed in the past three (3) years by the contractor. Such statements shall include the name of the public body and the project, original contract price, final contract price, and the names of all subcontractors used, if applicable, and a statement as to compliance with completion deadlines.

N. Any determinations by a court or governmental agency for violations of federal, state, or local laws, including but not limited to serious, willful or repeated violations of the Occupational Safety and Health Act (OSHA), violations of contracting or antitrust laws, tax or licensing laws, environmental laws, or the Federal Davis-Bacon and Related Acts.

The bidder and subcontractor(s) have a continuing obligation to report any material changes to their status as it pertains to any of the items contained in this Section, at any time. Such changes must be reported in writing to Village of Tinley Park within fourteen (14) days of its occurrence. Failure to comply with this requirement is grounds for the contractor to be deemed a non-responsible bidder.

## §54.03 Incomplete Submissions by Bidders and Subcontractors

It is the sole responsibility of the contractor to comply with all submission requirements at the time it submits its bid to Village of Tinley Park. Contractor submissions deemed inadequate or incomplete may result in a determination that the contractor is not a responsible bidder.

The submission requirements also apply to all subcontractors, except that the contractor shall submit all subcontractor submissions to Village of Tinley Park prior to the subcontractor commencing work on the project. Failure of a subcontractor to submit the required information shall not disqualify the successful bidder from performing work on the project and shall not constitute a contractual default and/or breach by the successful bidder. However, Village of Tinley

Park may withhold all payments otherwise due for work performed by a subcontractor, until the subcontractor submits the required information and Village of Tinley Park approves such information. Further, where Village of Tinley Park deems necessary, Village of Tinley Park may also require that the successful bidder remove the subcontractor from the project and replace it with a responsive and responsible subcontractor.

### §54.04 Lower Bidder Not Chosen

When the award is not recommended to be given to the lowest bidder, a statement of the reason for such recommendation shall be prepared by Village of Tinley Park.

#### **§54.05 Multiple Low Bids**

When two or more responsible bidders submit the same low bid, the contract award shall be determined by drawing lots at a public meeting of Village of Tinley Park Board of Trustees unless one bidder is a local contractor and one is a non-local contractor, in which event the local contractor shall be awarded the contract.

#### **§54.06 Public Records**

All information submitted by a contractor or subcontractor pursuant to this Ordinance are public records subject to review pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

#### **§54.07 Materiality**

The requirements of this Ordinance are a material part of the bid documents and the contract and the successful bidder shall insert this Ordinance in all subcontracts.

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

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

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

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

AYES:

NAYS:

ABSENT:

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

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

STATE OF ILLINOIS)COUNTY OF COOK)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-078, "AN ORDINANCE AMENDING TITLE V OF THE TINLEY PARK MUNICIPAL CODE AND ESTABLISHING CHAPTER 54 ENTITLED "RESPONSIBLE BIDDER REQUIREMENTS ON PUBLIC WORK PROJECTS"," 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



Date: November 27, 2019

To: Village Board

From: Pat Carr, Asst. Village Manager

Subject: Cook County Multi-Jurisdictional Hazard Mitigation Plan

Beginning in November of 2011, the Tinley Park Emergency Management Agency under the direction of Cook County Emergency Management and Regional Security began the planning and development process for a multi-jurisdictional hazard mitigation program (HMP). In November of 2014, the first plan was adopted by the village and Cook County.

This plan is an update to the original plan in 2014 and designed to prepare for and lessen the impacts of specified natural hazards; responding to federal mandates in the Disaster Mitigation Act of 2000 (Public Law 106-390), the coalition was formed to pool resources and create a uniform hazard mitigation study that can be consistently applied to the defined planning area and used to ensure eligibility for specified grant funding sources.

The attached resolution is the five (5) year update to this plan which was approved by the Illinois Emergency Management Agency and the Federal Emergency Management Agency, Region V.

Staff is requesting the approval of the updated resolution.



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

## **RESOLUTION NO. 2019-R-118**

## A RESOLUTION APPROVING THE UPDATE OF THE COOK COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

## 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-118**

### A RESOLUTION APPROVING THE UPDATE OF THE COOK COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

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 recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, the Village recognizes the importance of reducing or eliminating vulnerability to disasters caused by natural hazards for the overall good and welfare of the community, and

WHEREAS, on October 10, 2000, the U.S. Congress passed the Disaster Mitigation Act of 2000 ("Act") which provides the legal framework for the Federal Emergency Management Agency (FEMA) mitigation, planning requirements for state, local, and tribal governments as a condition of mitigation grant assistance emphasizing the need for pre-disaster mitigation of potential hazards; and

WHEREAS, as a condition of future funding for mitigation projects, the Act requires jurisdictions to prepare and adopt a hazard mitigation plan to identify and address certain vulnerabilities that exist prior to and during a disaster; and

**WHEREAS**, FEMA supports post-disaster grant funding through the Hazard Mitigation Plan Grant program, which has as a condition of funding eligibility, a requirement for jurisdictions to prepare and adopt a hazard mitigation plan; and

**WHEREAS**, to maintain continued eligibility for FEMA mitigation grant assistance programs the Act requires a hazard mitigation plan be updated every five years; and

WHEREAS, in accordance with the Act's requirements, 121 Cook County jurisdictions engaged in the FEMA-prescribed mitigation planning process to prepare the 2019 Plan and its associated local hazard mitigation plan annexes; and

**WHEREAS**, the 2019 Plan has been approved by the Illinois Emergency Management Agency and Federal Emergency Management Agency, Region V; 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 Village of Tinley Park hereby accepts, approves and adopts in its entirety, Volume 1, the Countywide Mitigation Actions in Volume 2; and the Village Jurisdictional Annex of Volume 2 of the 2019 Cook County Multi-Jurisdictional Hazard Mitigation Plan.

**SECTION 2.** The Village will continue to participate in the updating and revision of the 2019 Plan with another plan review and revision to occur within a five year cycle, and designated staff will provide annual progress reports on the status of implementation of the 2019 Plan to the president of the City council.

**SECTION 4**: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

**SECTION 5**: The President and Board of Trustees of the Village of Tinley Park hereby approve the Plan with Cook County, and the Village President and/or Village Manager are hereby authorized to execute and memorialize the Plan on behalf of the Village of Tinley Park, subject to review and revision as to form by the Village Attorney.

**SECTION 6:** 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 7:** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 3<sup>RD</sup> day of December, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 3<sup>rd</sup> day of December, 2019.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

# STATE OF ILLINOIS)COUNTY OF COOK)COUNTY OF WILL)

## CERTIFICATE

SS

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-118, "A RESOLUTION APPROVING THE UPDATE OF THE COOK COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN ," which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 3, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 3<sup>rd</sup> day of December, 2019.

KRISTIN A. THIRION, VILLAGE CLERK



Date: November 27, 2019

To: Village Board

From: Pat Carr, Asst. Village Manager

Subject: Homeland Security Grant Resolution

In April of 2019, the Tinley Park Emergency Management Agency applied for an Urban Area Security Initiative (UASI) grant through Cook County Emergency Management and administered by the State of Illinois Emergency Management Agency (IEMA). The grant program is designed to assist highthreat, high density Urban Areas in their efforts to build, sustain, and deliver the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. In July of 2019, the Village was notified of the pending award of \$223,000 with a Village match of \$20,000 for the automatic license plate recognition (ALPR) Technology System Project.

Staff is requesting the approval of the resolution to meet the terms of the agreement.



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

## **RESOLUTION NO. 2019-R-116**

## A RESOLUTION APPROVING A SUBAWARD AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE COUNTY OF COOK – HOMELAND SECURITY (ALPR TECNOLOGY SYSTEM PROJECT)

## 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-116**

#### A RESOLUTION APPROVING A SUBAWARD AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE COUNTY OF COOK – HOMELAND SECURITY (ALPR TECNOLOGY SYSTEM PROJECT)

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") an the County of Cook acting on behalf of the State of Illinois through the Department of Homeland Security and Emergency Management ("Cook County"), desire to enter into a Subaward Agreement ("Agreement"), further described in the attached <u>Exhibit 1</u>, pertaining to the award of certain Urban Area Security Initiative finds ("Funds") awarded to the Village to utilize for costs related to planning, organization, equipment, training, and exercise need to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events ("Eligible Costs"); and

**WHEREAS**, pursuant to said Agreement, Cook County shall provide an amount to not to exceed \$20,361.17 to the Village for said Eligible Costs; and

**WHEREAS**, in order to receive said funds, the Village shall allocate an amount not greater than \$21,366.56 towards said Eligible Costs; and

WHEREAS, the President and Board of Trustees of the Village of Oak Lawn believe and hereby declare that it is in the best interest of the Village and its resident to approve said Agreement and shall allocate an amount not greater than \$21,366.56 towards Eligible Costs to receive said Funds; 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 approve the Agreement attached hereto as <u>Exhibit 1</u>, with Cook County, and the Village shall allocate an amount not greater than \$20,000 toward said Eligible Costs, and the Village President and/or Village Manager are hereby authorized to execute and memorialize the Agreement on behalf of the Village of Tinley Park, 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:** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 3<sup>RD</sup> day of December, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 3<sup>rd</sup> day of December, 2019.

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

STATE OF ILLINOIS)COUNTY OF COOK)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-116, "A RESOLUTION APPROVING A SUBAWARD AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE COUNTY OF COOK – HOMELAND SECURITY (ALPR TECNOLOGY SYSTEM PROJECT)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 3, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 3<sup>rd</sup> day of December, 2019.

KRISTIN A. THIRION, VILLAGE CLERK



## SUBAWARD AGREEMENT BETWEEN THE COUNTY OF COOK AND THE VILLAGE OF TINLEY PARK, ILLINOIS

**THIS SUBAWARD AGREEMENT** ("Agreement") is entered into between the County of Cook ("County"), a body politic and corporate of the State of Illinois, acting through its Department of Homeland Security and Emergency Management ("DHSEM"), and the Village of Tinley Park, a municipal corporation in the State of Illinois, ("Subrecipient"), by and through its Village Treasurer.

## RECITALS

WHEREAS, the U.S. Department of Homeland Security ("DHS" or "Federal Awarding Agency"), through its Grant Programs Directorate ("GPD") administers the Homeland Security Grant Program ("HSGP"), which includes the Urban Area Security Initiative ("UASI") grant program.

**WHEREAS**, DHS awarded the State of Illinois ("State"), through its Illinois Emergency Management Agency ("IEMA"), a 2017 UASI grant, Federal grant # EMS-2017-SS-00051-S01; and

WHEREAS, pursuant to Agreement No. 2017UASICOOK ("2017 Grant Agreement"), a copy of which agreement is attached hereto as Exhibit A, IEMA has awarded the County 2017 UASI grant funds in an amount not exceeding \$20,361,280.17 ("2017 Grant") to utilize for costs related to the planning, organization, equipment. training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events; and

**WHEREAS**, the County wishes to subaward a portion of the 2017 UASI Grant ("Subaward") to Subrecipient as further detailed in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipts and sufficiency of which are hereby acknowledged, the parties agree as follows:

## ARTICLE I INCORPORATION OF RECITALS

The above recitals are incorporated into this Agreement by reference and made a part hereof.

## ARTICLE II SUBRECIPIENT INFORMATION AND CERTIFICATION

2.1. <u>Nature of Entity; FEIN Number; and DUNS Number.</u> Subrecipient certifies the following information is true and accurate:

Subrecipient is  $\boxtimes$  a unit of government,  $\square$  an institution of higher education,  $\square$  a nonprofit organization;

Subrecipient's correct FEIN is 36-6006127; and

Subrecipient's correct DUNS number is 079739843

- 2.2. <u>Standing and Authority</u>. Subrecipient warrants that:
  - (a) Subrecipient has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it regarding this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
  - (b) The execution and delivery of this Agreement, and the other documents to be executed by Subrecipient regarding this Agreement, and the performance by Subrecipient of its obligations hereunder have been duly authorized by all necessary entity action.
  - (c) It recognizes this Agreement and all other documents related to this Agreement, including the 2017 Grant Agreement, all applicable Federal laws, regulations, rules, and guidance, constitute the legal, valid and binding obligations of Subrecipient enforceable against Subrecipient in accordance with their respective terms.
- 2.3 <u>Certification</u>. By executing this Agreement, Subrecipient certifies:
  - i. All representations made in this Agreement are true and correct and
  - ii. All funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein.

Subrecipient acknowledges its subaward is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all funds awarded to Subrecipient.

## ARTICLE III SUBAWARD TERMS AND CONDITIONS

3.1 <u>Term and Extension</u>. The term of this Agreement shall commence on **September 1, 2019** ("Effective Date") and shall expire on **July 31, 2020** ("Expiration Date"), unless terminated pursuant to this Agreement. This Agreement may only be extended upon the written agreement of the parties and as permitted by DHS at its sole discretion. In no event shall payments be made for obligations incurred, equipment purchased, or work performed before the Effective Date or after the Expiration Date of this Agreement.

3.2 <u>Purpose of Subaward</u>. The purpose of this Agreement is to provide Subrecipient 2017 UASI Grant funds for the allowable costs of the Subrecipient's project ("Project") described in its Scope of Project and Budget Detail Worksheet ("Scope/Budget Detail Worksheet"), attached hereto as Exhibit B.

3.3 <u>Amount of Subaward and Use of Funds; Subrecipient Matching Funds.</u> The Subaward is for an amount not to exceed **\$223,000.00** and shall be used only to implement the Project, **Village of Tinley Park – ALPR Technology System Project** in conformance with this Agreement and for no other purpose. Subrecipient agrees to match the amount of the award with non-Federal funds in the amount of **\$20,000.00**.

3.4 Grant Assurances; Other Requirements.

(a) Subrecipient shall comply with all the conditions and limitations set forth in the 2017 UASI Grant Agreement.

(b) In addition to complying with terms and conditions of the 2017 UASI Grant Agreement, Subrecipient shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, County policies and requirements and any conditions imposed by DHS and IEMA (collectively "Requirements") including but not limited to the following:

- Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2017 Homeland Security Grant Program (https://www.fema.gov/media-library/assets/documents/131992)
- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") (<u>https://www.gpo.gov/fdsys/pkg/C.F.R.-2014-title2-vol1/pdf/C.F.R.-2014-title2-vol1-part200.pdf</u>)
- The Department of Homeland Security's Standard Terms and Conditions for Fiscal Year 2017

(https://www.dhs.gov/sites/default/files/publications/Fiscal%20Year%202017%20DHS%2

<u>0Standard%20Terms%20and%20Conditions%20Version%207-1%20Dated%2003-20-</u> <u>17.pdf</u>

## iv. Illinois Emergency Management Agency Federal Grants Policy Manual (<u>https://www2.illinois.gov/iema/ITTF/Documents/IEMA\_Federal\_Grants\_Policy</u> <u>Manual.pdf</u>)

All Requirements applicable to the Subaward are hereby incorporated into this Agreement by reference as if fully set forth herein.

(c) By executing this Agreement, Subrecipient acknowledges and agrees it is assumed to have read, understood, and accepted all Requirements as binding.

3.5 <u>Administrative Requirements</u>. Subrecipient acknowledges and agrees that the County is acting as a "pass-through entity" (as such term is defined in 2 C.F.R. § 200.74) for this Subaward and that the County shall have the rights and obligations relating to this Subaward and its administration as set forth in this Agreement and in the Uniform Guidance.

3.6 NIMS Implementation and Reporting. Subrecipients receiving HSGP funding are required to implement the National Incident Management System ("NIMS"). FY 2017 HSGP recipients must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources. Sample Resource Typing Form can be found in Exhibit C. (The NIMS Training Program and the NIMS Implementation Objectives be found https://www.fema.gov/training-0 can at and https://www.fema.gov/implementation-guidance-and-reporting, respectively. Refer to the DHSEM Grant Guidance Manual for further information.)

3.7 <u>Procurement Requirements</u>. Subrecipient shall follow its own procurement requirements if those requirements comply with all applicable federal and State of Illinois, County and local laws, statutes, regulations, requirements, policies, guides, guidelines and instructions, including the most recent restrictions on the purchase of general purpose equipment and on purchases of specified controlled equipment. *See*, 2 C.F.R. § 200.318

3.8 <u>Equipment List Requirements</u>. Subrecipient may only purchase equipment listed on the DHS Authorized Equipment List (AEL), a list of equipment types allowed under the HSGP consisting of 21 equipment categories. The AEL can be found at <u>https://www.fema.gov/authorized-equipment-list</u>.

3.9 <u>Accounting Requirements</u>. Subrecipient shall maintain effective control and accountability over all funds, equipment, property, and other assets under this Agreement. The Subrecipient shall keep records sufficient to permit the tracking of funds to ensure that expenditures are made in accordance with this Agreement and federal requirements.

3.10 <u>Financial Management and System of Internal Controls</u>. As prescribed at 2 C.F.R. § 200.303, Subrecipient must:

- i. Establish and maintain effective internal control over the Federal award that provides reasonable assurance that it is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.
- ii. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- iii. Evaluate and monitor its compliance with statutes, regulations, and the terms and conditions of Federal awards.
- iv. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- v. Take reasonable measures to safeguard protected personally identifiable information and other information DHS, FEMA, IEMA or the County designate as sensitive or Subrecipient considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

## 3.11 Audit Requirements.

(a) If Subrecipient expends \$750,000 or more in Federal awards (from all sources including passthrough subawards) during a fiscal year, Subrecipient shall arrange for a single organization-wide audit conducted in accordance with the provisions of 2 C.F.R. Subpart F. Such audit must be submitted to DHSEM no later than nine (9) months after the end of the Subrecipient's fiscal year.

(b) If Subrecipient expends less than \$750,000 in Federal awards during its fiscal year and is not subject to the audit requirements in subsection (a), Subrecipient must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards (GAAS); if Subrecipient expends between \$500,000 and \$749,999 in Federal and State awards combined, Subrecipient must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Subrecipient shall submit these financial statement audit reports to DHSEM either within,

- i. 30 calendar days after receipt of the auditor's report(s) or
- ii. 180 calendar days after the end of the audit period, whichever is earlier.

3.12 <u>Project or Budget Revisions</u>. The Subrecipient shall only use the funds provided under this Agreement for the itemized expenditures identified in the Project's Scope/Budget Detail Worksheet (Exhibit B) and shall not spend more than the specified amount for each such itemized expenditure. The Subrecipient may request, in writing, approval from DHSEM to modify the expenditures itemized or the

amounts specified in any Scope/Budget Detail Worksheet. Any request for project or budget revisions must be submitted for review and approval to the County using the Program Project Modification Request Form (Exhibit E). This request shall be submitted in the form and manner specified by the DHSEM. The Subrecipient must obtain DHSEM's written approval prior to making an expenditure that is not in compliance with a Scope/Budget Detail Worksheet.

3.13 <u>Project Completion</u>. Subrecipient shall complete the Project ("Project Completion"), which includes, but is not limited to ordering, accepting delivery, installing equipment and full completion of performance of any service agreements or contracts, by the Expiration Date of this Agreement ("Project Completion Deadline"). The Subrecipient shall pay out the funds, submit to DHSEM a final report and documentation of expenditures made, and submit to DHSEM all requests for payment no later than forty-five (45) days after the Project Completion Deadline. DHSEM has the discretion, and reserves the right, to not reimburse the Subrecipient for an expenditure that does not comply with all the requirements established in this paragraph.

3.14 <u>Close Out Financial Report</u>. Subrecipient must submit to DHSEM a final close-out financial report and narrative using the format provided in Exhibit K by **July 17, 2020**.

3.15 <u>Record Keeping</u>. Subrecipient shall (1) maintain records for equipment, non- expendable personal property, and real property and (2) as often as deemed necessary by DHS, FEMA, IEMA, County or any of their duly authorized representatives, permit DHS, FEMA, IEMA, Auditor General, Attorney General or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Subrecipient involving transactions related to this Agreement. This provision requires, at a minimum, that Subrecipient shall:

- i. Cooperate with any compliance review or complaint investigation conducted by the DHS, FEMA, IEMA or the County,
- ii. Maintain appropriate backup documentation, and
- iii. Comply with all other special reporting, data collection and evaluation requirements as may be required by DHS, FEMA, IEMA or the County.

Subrecipient acknowledges the funds provided by this Agreement are federal pass-through funds that must be accounted for in the jurisdiction's single audit, if required, pursuant to the Uniform Guidance.

## 3.16 <u>Remedies for Noncompliance</u>.

(a) Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement or with any Requirements referenced in Section 3.4, above, the Federal Awarding Agency, IEMA or the County shall have the right to take one or more of the actions set forth in 2 C.F.R. § 200.338. Such actions may include, without limitation, the withholding of cash payments, suspension and/or termination of the Subaward, and the disallowing of certain costs incurred under the Subaward. Any costs incurred by Subrecipient during a suspension or after termination of the

Subaward shall not be considered allowable under the Subaward unless allowed under 2 C.F.R. § 200.342. Subrecipient shall be liable to the Federal Awarding Agency, IEMA or the County for any Subaward funds used by Subrecipient in violation of any Requirements, and Subrecipient shall indemnify and hold harmless the County for any sums the Federal Awarding Agency or IEMA determines Subrecipient used in violation of such Requirements.

(b) Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal Awarding Agency, IEMA or the County in accordance with the provisions set forth in 2 C.F.R. § 200.341.

3.17 <u>Termination</u>. Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated in whole or in part by DHS, IEMA or the County as set forth in 2 C.F.R. § 200.339. Subrecipient shall have the right to terminate the Subaward only as set forth in 2 C.F.R. § 200.339. In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Subaward shall survive and continue in full force and effect with respect to any portion of the Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

## ARTICLE IV PAYMENT

4.1 <u>Basis of Payment</u>. The Subrecipient will be reimbursed on a cost reimbursement basis for allowable Project costs incurred and paid directly by the Subrecipient pursuant to the Scope/Budget Detail Worksheet (Exhibit B). The Subrecipient must submit reimbursement request forms to DHSEM for each reimbursement request as detailed below in 4.2.

4.2 <u>Method of Payment</u>.

(a) Subrecipient will submit requests for reimbursement identifying the payment due for the Project costs incurred and paid directly by the Subrecipient in such detail and supported by such documents as the County may require using the Reimbursement Request Form (Exhibit G), including Original Invoices and Proof of Payment (*See*, Exhibit H for examples) and the Equipment Inventory Form (Exhibit I) if necessary. If the subrecipient paid for their Projects costs using checks, then a copy of the cancelled check(s) – front and back (showing bank stamp) – should be submitted. If a credit card was used, then card receipt along with the credit card statement should be submitted. If a bank transfer is used, then the journal entry from the agencies accounting system should be submitted. The requests for reimbursement and supporting documents should be sent via email to <u>DHSEM.Finance@cookcountyil.gov</u>.

(b) The County will reject any reimbursement requests that include costs that were incurred or paid by any party other than the Subrecipient. The County will use reasonable efforts to respond to the Subrecipient's request for reimbursement within 30 calendar days after submission by either (i) processing

Page 8 of 29

the payment or (ii) notifying the Subrecipient of the way in which the request is deficient and the adjustments the Subrecipient must make to receive payment. Within 15 days after receiving such notification from the County, and after completing such adjustment(s), the Subrecipient may resubmit a revised request for reimbursement form and the County thereafter will use reasonable efforts to respond to the Subrecipient's request within 15 days.

4.3 <u>Waiver of Payment</u>. The Subrecipient waives all rights to payment if the request for reimbursement is submitted after the termination or completion of this Agreement. Costs incurred by the Subrecipient after the Expiration Date or after earlier termination of this Agreement will not be paid by the County.

4.4. <u>Allowable Costs</u>. All costs allowed by the Federal Awarding Agency, IEMA and/or DHSEM are not considered final and may be disallowed upon the completion of audits ordered or performed by the County or the appropriate federal agency. In the event of a disallowance, the Subrecipient will refund the amount disallowed to the County.

4.5 <u>Availability of Appropriation; Sufficiency of Funds</u>. This Agreement is contingent upon and subject to the availability of sufficient funds. The County may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the County by the Federal funding source or (ii) the County determines that funds will not or may not be available for payment. The County shall provide notice, in writing, to Subrecipient of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.6 <u>Certification</u>. Pursuant to 2 C.F.R. § 200.415, each invoice and report submitted by Subrecipient must contain the following certification by an official authorized to legally bind the Subrecipient:

By signing this report/payment request, I certify to the best of my knowledge and belief that the report/payment request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001and Title 31, Sections 3729-3730 and 3801-3812).

4.7 <u>Overpayment.</u> If DHSEM or a subrecipient determines there has been an overpayment of federal preparedness funds, duplicate payment, or any other instance in which the subrecipient has received funds that are not associated with an authorized expenditure, this amount must be returned to DHSEM. Any interest earned on the overpayment in excess of the maximum that may be retained shall be remitted to the DHSEM according to federal rules and regulations.

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8.27.19	TEDERAL AWARD # EM3-2017-35-00031-301, CFDA # 37.007				

## ARTICLE V REPRESENTATIONS AND WARRANTIES

Subrecipient represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

<u>Legal Authority</u>. Subrecipient's execution of this Agreement is authorized by a resolution, ordinance or other evidence of legal authority from the Subrecipient's governing body. The signature of the individual signing on the Subrecipient's behalf has been made with complete and full authority to commit the Subrecipient to all the terms and conditions of this Agreement. Subrecipient must provide evidence of signature authority and the Subrecipient Signature Authorization Form (Exhibit F) to the County with the executed Agreement.

<u>No Misstatements.</u> No document furnished or to be furnished by Subrecipient to the County in connection with this Agreement, any reimbursement request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

<u>Eligibility to Receive Federal Funds</u>. By executing this Agreement, Subrecipient represents and warrants it is eligible to receive federal funds, and specifically certifies as follows:

- (a) Subrecipient is not suspended, debarred or otherwise excluded from participation in federal assistance programs, as required by Executive Order 12549 and 12689,
   "Debarment and Suspension" and implemented by the DOJ at 2 CFR Part 2867.
- (b) Subrecipient complies with 31 U.S.C. § 1352, *Limitation on Use of Appropriated Funds to Influence Federal Contracting and Financial Transactions*, as implemented by the DOJ at 28 CFR Part 69.
- (c) Subrecipient complies with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 701 *et seq.*, and will continue to provide a drug-free workplace as required under that Act and implementing regulations. *See,* 2 CFR Part 182, Subpart B.
- (d) Subrecipient is not delinquent in the repayment of any federal debt, including without limitation, delinquent audit disallowances, loans, taxes, and any outstanding debts with the Treasury.

Subrecipient acknowledges that the foregoing representations, warranties and certifications of eligibility to receive federal funds are material terms of the Agreement.

# ARTICLE VI REQUIRED CERTIFICATIONS AND ASSURANCES

Subrecipient shall be responsible for compliance with the certifications and assurances enumerated in any of the Requirements to the extent that same apply to Subrecipient including without limitation the following:

- a. <u>No Pending Application(s) Disclosure</u>. Subrecipient has no pending request(s) for funding to support the same project being funded under this Agreement and that seeks to cover the identical cost items outlined in the Project's Scope/Budget Detail Worksheet. If Subrecipient cannot so certify, it shall complete, execute and submit a *Disclosure of Pending Applications* form (Exhibit J) upon execution of this Agreement.
- b. <u>Debarment</u>. Subrecipient certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency.
- c. <u>Criminal Convictions</u>. Subrecipient certifies that neither it nor any managerial agent of Subrecipient has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or that at least five (5) years have passed since the date of the conviction.
- d. <u>Federal Funding Accountability and Transparency Act of 2006</u>. Subrecipient certifies that it is in compliance with the terms and requirements of 31 U.S.C. § 6101.
- e. <u>Lobbying and Political Activities</u>. Subrecipient certifies that:
  - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal Contract, the making of any federal grant, the making federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress relating to this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. *See*, https://ojp.gov/funding/Apply/Resources/Disclosure.pdf

- iii. The undersigned shall require that the language of the foregoing two subsections be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
- f. <u>Hatch Act</u>. Subrecipient certifies it will comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- g. <u>Privacy and Personally Identifiable Information</u>. Subrecipient agrees to comply with all confidentiality requirements of 42 U.S.C. § 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Subrecipient further agrees, as a condition of Subaward approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. § 22.23. *See*, <u>https://ojp.gov/ovc/pubs/victimswithdisabilities/pdf/PrivacyCertificate.pdf</u>.

# ARTICLE VII CIVIL RIGHTS COMPLIANCE

Subrecipient will comply, as applicable, with all federal and state laws and regulations relating to civil rights protections and nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The DHS regulations for this statute are codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*, which prohibits discrimination on the basis of gender in educational programs and activities. The DHS regulations for this statute are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

c) The Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. The implementing regulation for this statute is codified at 28 C.F.R. Part 35.

d) The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance. The FEMA regulation for this statute is codified at 44 C.F.R. Part 7, Subpart E.

e) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which provides that no otherwise qualified individual with a disability in the United States will, solely by reason of the disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The DHS regulation for this statute is codified at 6 C.F.R. Part 15.

f) The requirements of any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made and any other applicable statutes.

# ARTICLE VIII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

8.1 <u>Records Retention</u>. Subrecipient shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to the Subaward, adequate to comply with 2 C.F.R. § 200.333, unless a different retention period is specified in 2 C.F.R. § 200.333. If any litigation, claim or audit related to the purchases contemplated herein is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

8.2 <u>Accessibility of Records</u>. Subrecipient, in compliance with 2 C.F.R. § 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized County representatives, the County's Inspector General, Federal authorities, any person identified in 2 C.F.R. § 200.336, and any other person as may be authorized by the County (including auditors) or by the City of Chicago. Subrecipient shall cooperate fully in any such audit or inquiry.

8.3 <u>Failure to Maintain Books and Records</u>. Failure to maintain books, records and supporting documentation, as described in this Article VIII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

8.4 <u>Monitoring and Access to Information</u>. Subrecipient must monitor its activities to assure compliance with applicable Requirements and to assure its performance expectations are being achieved. County shall monitor the activities of Subrecipient to assure compliance with all requirements and performance expectations of the award. An annual monitoring visit is expected and will be scheduled with a 30-day notification. Subrecipient shall timely submit all financial and performance reports, and shall supply, upon the County's request, documents and information relevant to the Subaward. The County may make site visits as warranted by program needs. *See*, 2 C.F.R. § 200.328 and § 200.331.

# ARTICLE IX

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# 17UASICOOK GRANT AGREEMENT FEDERAL AWARD # EMS-2017-SS-00051-S01, CFDA # 97.067

# EQUIPMENT OR PROPERTY REQUIREMENTS

9.1 <u>Equipment and Procurement</u>. Equipment acquired pursuant to this Agreement will be subject to the requirements of Title 2 C.F.R. § 200.313. For the purposes of this Article t, "Equipment" is defined as tangible nonexpendable property, having a useful life of more than one year which costs \$5,000 or more per unit. Items costing less than \$5,000 but acquired under the "Equipment" category of the Grant must also be listed on the Equipment Listing

9.2 <u>Use</u>. Equipment must be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.

9.3 <u>Availability for Like Programs</u>. Subrecipient must make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the awarding agency. In addition, in accordance with applicable DHS, FEMA, IEMA and Cook County policies and requirements, Subrecipient shall make the Equipment and supplies available to other authorized entities, including call out for mutual aid and interagency regional emergency responses.

9.4 <u>Prohibition against Disposition/Encumbrance</u>. Subrecipient is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Term without prior approval of the County. Any real property acquired using Grant Funds must comply with the requirements of 2 C.F.R. § 200.311.

9.5. <u>Equipment Listing</u>. Subrecipient must maintain a list of each piece of Equipment acquired with its Subaward. The Equipment Listing must be kept up to date at all times. Any changes must be recorded in the Equipment Listing within ten (10) business days and the updated list shall immediately be forwarded to DHSEM. Equipment records must be maintained that include: (a) a description of the property, (b) a serial number or other identification number, (c) the source of property, (d) who holds title, (e) the acquisition date, (f) cost of the property, (g) percentage of Federal participation in the cost of the property, (h) the location, (i) use and condition of the property, (j) DHSEM asset tag number, and (k) any ultimate disposition data including the date of disposal and sale price of the property. Records must be retained by the Subrecipient in accordance with 2 C.F.R. § 200.313 (d) (1).

9.6 <u>Identification Decal</u>. All Equipment obtained under this Agreement must have an appropriate identification decal and asset tag (provided by DHSEM) affixed to it and, when practical, must be affixed where it is readily visible.

9.7 <u>Inventory</u>. A physical inventory of the Equipment must be taken by the Subrecipient and the results reconciled with the Equipment Listing at least once every two years or prior to any site visit by

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Federal or County auditors/monitors. The Subrecipient is required to submit a letter certifying as to the accuracy of the Equipment Listing to DHSEM, in the frequency as above.

9.8. <u>Transfer of Equipment</u>. County shall have the right to require that Subrecipient transfer to County any equipment, including title thereto, purchased in whole with Subaward funds, if County determines that Subrecipient has not met the conditions of 2 C.F.R. § 200.439(a). County shall notify Subrecipient in writing should County require the transfer of such equipment. Upon such notification by County, and upon receipt or delivery of such equipment to County, Subrecipient will be deemed to have transferred the equipment to County as if Subrecipient had executed a bill of sale therefor.

# ARTICLE X INSURANCE

10.1 <u>Insurance coverage</u>. As required by 2 C.F.R. § 310, Subrecipient must, at a minimum, provide insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement.

10.2. <u>Claims</u>. If a claim is submitted for losses related to real or personal property, or both, purchased in whole with funds from this Agreement, any recovered monies shall be surrendered to County.

# ARTICLE XI INDEMNIFICATION; LIABILITY

11.1 <u>Indemnification</u>. Subrecipient agrees to indemnify and hold harmless the County and its Commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the Subrecipient's performance or nonperformance of this Agreement, or the acts or omissions of the Subrecipient's officers, agents, employees, contractors, subcontractors, licensees or invitees. Subrecipient expressly understands and agrees that any performance bond or insurance protection required of the Subrecipient, or otherwise provided by the Subrecipient, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

11.2 <u>Liability</u>. The County assumes no liability for actions of the Subrecipient under this Agreement, including, but not limited to, the negligent acts and omissions of the Subrecipient's agents, employees, and subcontractors in their performance of the Subrecipient's duties as described under this Agreement. In addition, the County makes no representations, or warranties, express or implied, as to fitness for use, condition of, or suitability of any equipment purchased pursuant to this Agreement, except as those representations are made by the manufacturer of said equipment. As to the nature and condition of said equipment, in the use of said equipment, the Subrecipient agrees to hold County harmless for any defects or misapplications. To the extent allowed by law, the Subrecipient agrees to hold harmless County against

any and all liability, loss, damage, costs, or expenses, including attorney's fees, arising from the intentional torts, negligence, or breach of the Agreement by the Subrecipient, with the exception of acts performed in conformance with an explicit, written directive of the County or DHSEM.

# ARTICLE XII NOTICE

12.1 The individuals identified in this section shall be authorized to act as the liaisons of the County and the Subrecipient, respectively, with respect to this Agreement:

# Notices to the County/DHSEM shall be addressed to:

Ellen O'Connor, Grant Coordinator Cook County Department of Homeland Security and Emergency Management 69 West Washington Street, Suite 2600 Chicago, Illinois 60602 ellen.oconnor@cookcountyil.gov

# Notices to Subrecipient shall be addressed to:

Brad Bettenhausen, Village Treasurer Village of Tinley Park 16250 S. Oak Park Ave Tinley Park, IL 60477 bbettenhausen@tinleypark.org

12.2 The Subrecipient must notify the County of any significant change in the Subrecipient's organizational structure. Significant changes include, but are not limited to, changes in:

- i. The official(s) to whom notice regarding the Agreement is provided and their mailing address; and
- ii. The Subrecipient's leadership, key staff and/or the Subrecipient's program sites, including the Chief or executive director, site director, fiscal director; name, ownership, Federal employer identification number (FEIN), DUNS number or taxpayer certification; legal status (including not-for-profit status); site address or agency official address or telephone numbers; and the location or storage site of any Equipment purchased through this Agreement.

Such communication must be directed within ten (10) calendar days of such occurrence (or, in the case of changes in legal status (including not-for-profit status), address, name, ownership, FEIN or taxpayer certification, forty-five (45) days in advance) to the County. No promise or undertaking made in this Agreement is an assurance that the County agrees to continue this Agreement should the Subrecipient reorganize, change owners, or otherwise substantially change the character of the Subrecipient's structure,

function, or purpose.

# ARTICLE XIII MISCELLANEOUS

13.1 <u>Assignment Prohibited</u>. Subrecipient acknowledges that this Agreement (including Subrecipient's right to receive payments hereunder) may not be sold, assigned, or transferred in any manner by Subrecipient. Any actual or attempted sale, assignment, or transfer by Subrecipient without the prior written approval of the County shall render this Agreement null, void and of no further effect.

13.2 <u>Amendments</u>. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

13.3 <u>Severability</u>. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

13.4 <u>No Waiver</u>. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

13.5 <u>Applicable Law; Claims</u>. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. The County does not waive sovereign immunity by entering into this Agreement.

13.6 <u>Compliance with Law</u>. This Agreement and Subrecipient's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations and Cook

13.7 <u>Compliance with Freedom of Information Act</u>. Upon request, Subrecipient shall make available to the County all documents in its possession that the County deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

13.8 <u>Office of the Independent Inspector General</u>. Subrecipient agrees it will abide by all provisions of the Cook County Code of Ordinances pertaining to the authority of the Office of the Independent Inspector General and acknowledges it is unlawful for any person subject to the jurisdiction of said office to refuse to cooperate with the Independent Inspector General.

13.9 <u>Headings</u>. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof. 13.10 <u>Attachments</u>. This Agreement has the following attachments which are incorporated into this Agreement as if set out:

Exhibit A:	2017 UASI Grant Agreement
Exhibit B:	Scope of Services and Budget Detail Worksheet
Exhibit C:	NIMS – Sample Resource Typing Form and Guidance
Exhibit D:	Sample of Authorized Equipment List with Hyperlink
Exhibit E:	Program/Project Modification Request Form
Exhibit F:	Subrecipient Signature Authorization Form
Exhibit G:	Reimbursement Request Form
Exhibit H:	Sample of Proof of Payment & Copy of Original Invoice
Exhibit I:	Equipment Inventory Form
Exhibit J:	Disclosure of Pending Applications Form
Exhibit K:	Final Close-Out Financial Report

In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

13.11 <u>Entire Agreement</u>. Subrecipient and County acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Subrecipient or County.

13.12 <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

**IN WITNESS WHEREOF,** this Agreement is hereby executed on behalf of the parties through their authorized representatives as set forth below.

# **ON BEHALF OF COOK COUNTY:**

William M. Barnes Jr., Executive Director Department of Homeland Security and Emergency Management

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

# ON BEHALF OF THE VILLAGE OF TINLEY PARK, ILLINOIS:

Brad Bettenhausen, Village Treasurer

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

# EXHIBIT A 2017 UASI GRANT AGREEMENT

AGENDA - 12/3/2019,...

Agreement No. 17UASICOOK



# INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN THE STATE OF ILLINOIS, ILLINOIS EMERGENCY MANAGEMENT AGENCY AND

Cook County, DHSEM

The Illinois Emergency Management Agency (Grantor), with its principal office at 2200 South Dirksen Parkway, Springfield, Illinois 62703, and Cook County, DHSEM (Grantee), with its principal office at 69 West Washington Street, Suite 2600, Chicago, Illinois 60602-3178 hereby enter into this Intergovernmental Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

# PART ONE – THE UNIFORM TERMS RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

### **ARTICLE I**

# AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. <u>DUNS Number; SAM Registration; Nature of Entity</u>. Under penalties of perjury, Grantee certifies that 963219725 is Grantee's correct DUNS number, that 36-6006541 is Grantee's correct FEIN, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a Government Unit.

1.2. <u>Amount of Agreement</u>. Grant Funds shall not exceed \$20,361,280.17. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. <u>Identification Numbers</u>. The Federal Award Identification number is EMW-2017-SS-00051-S01. The Catalogue of Federal Domestic Assistance Number (CFDA) is 97.067. The Catalog of State Financial Assistance (CSFA) Number is 588-00-0455.

1.4. <u>Term</u>. This Agreement shall be effective on October 1, 2017, and shall expire on August 31, 2020, unless terminated pursuant to this Agreement.

1.5. <u>Certification</u>. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

State of Illinois INTERGOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2017 / 4 29 16 Page 1 of 33 AGENDA - 12/3/2019,...

VILLAGE OF TINLEY...

Agreement No. 17UASICOOK

1.6. <u>Signatures</u>. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Illinois Emergency Management Agency By: Interim Director Jen hifer R C Date: By: Johnson, Chief Legal Counsel Date: By:

Brett Cox, Chief Fiscal Officer

Q Date:

Cook County, DHSEM By: William Barnes, Executive Director

21 12 Date:

By:

Signature of Designee

Printed Name: \_\_\_\_

Printed Title:

State of Illinois INTERGOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2017 / 4 29 16 Page 2 of 33

## ARTICLE II REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is a governmental entity.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(d) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. <u>Compliance with Internal Revenue Code</u>. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. <u>Compliance with Federal Funding Accountability and Transparency Act of 2006</u>. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. <u>Compliance with Uniform Grant Rules (2 CFR Part 200)</u>. Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. *See* 44 III. Admin. Code 7000.30(b)(1)(A).

2.5. <u>Compliance with Registration Requirements</u>. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

# ARTICLE III DEFINITIONS

3.1. <u>Definitions</u>. Capitalized words and phrases used in this Agreement have the following meanings:

State of Illinois INTERGOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2017 / 4 29 16 Page 3 of 33

"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 III. Admin. Code 7000.20.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 III. Admin. Code 7000.20.

"Consolidated Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 III. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 III. Admin. Code 7000.20.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

. ..

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to feefor-service, 44 Ill. Admin. Code 7000.20.

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### Agreement No. 17UASICOOK

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 III. Admin. Code 7000.20.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 III. Admin. Code 7000.20.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 III. Admin. Code 7000.20.

"Notice of Award" has the same meaning as in 44 III. Admin. Code 7000.20.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Prior Approval" has the same meaning as in 44 III. Admin. Code 7000.20.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes.
 "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 III. Admin. Code 7000.20.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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## ARTICLE IV PAYMENT

4.1. <u>Availability of Appropriation; Sufficiency of Funds</u>. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. <u>Illinois Grant Funds Recovery Act</u>. Any Grant Funds remaining at the end of the Agreement period which are not expended or legally obligated by Grantee shall be returned to Grantor within forty-five (45) days after the expiration of this Agreement in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 *et seq*.). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act, shall control. 30 ILCS 708/80.

4.3. <u>Cash Management Improvement Act of 1990.</u> Unless notified otherwise in <u>PART TWO</u> or <u>PART</u> <u>THREE</u>, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations.

4.4. <u>Payments to Third Parties</u>. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. <u>Modifications to Estimated Amount</u>. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under <u>Exhibit A</u> may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in <u>PART TWO</u> or <u>PART THREE</u>. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All

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interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986, 30 ILCS 210; *See also* 30 ILCS 705/10.

4.7. <u>Timely Billing Required</u>. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in <u>PART TWO</u> or <u>PART THREE</u>. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8. <u>Certification</u>. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

### ARTICLE V

# SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. <u>Scope of Grant Activities/Purpose of Grant</u>. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including <u>Exhibit A</u> (Project Description) and <u>Exhibit B</u> (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in <u>PART</u> <u>TWO</u> (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in <u>PART THREE</u>.

5.2. <u>Scope Revisions</u>. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. *See* 2 CFR 200.308.

5.3. <u>Specific Conditions</u>. If applicable, specific conditions required after a risk assessment will be included in <u>Exhibit G</u>. Grantee shall adhere to the specific conditions listed therein.

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## ARTICLE VI BUDGET

6.1. <u>Budget</u>. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

6.2. <u>Budget Revisions</u>. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. <u>Discretionary Line Item Transfers</u>. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. <u>Non-discretionary Line Item Transfers</u>. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. <u>Notification</u>. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

# ARTICLE VII ALLOWABLE COSTS

7.1. <u>Allowability of Costs; Cost Allocation Methods</u>. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) This Paragraph 7.2 applies only to:

(i) A Grantee who charges, or expects to charge, any Indirect Costs; and
 (ii) A Grantee who is allowed to charge Indirect Costs under federal or state
 statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

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(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments.

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for . Institutions of higher education.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(8)).

7.3. <u>Transfer of Costs</u>. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. *See* 2 CFR 200.451.

7.4. <u>Higher Education Cost Principles</u>. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. <u>Government Cost Principles</u>. The Federal cost principles that apply to State, local and Federallyrecognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. <u>Financial Management Standards</u>. The financial management systems of Grantee must meet the following standards:

(a) Accounting System. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

(b) Source Documentation. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in <u>PART TWO, PART THREE</u> or <u>Exhibit G</u> of the requirement to submit Personnel activity reports. *See* 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

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(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.
 (iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) Internal Control. Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement.

(d) **Budget Control**. Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. <u>Federal Requirements</u>. All Grants, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. <u>Profits</u>. It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.9. <u>Management of Program Income</u>. Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

# ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. <u>Certifications</u>. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) Bid Rigging. Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the

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debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) Educational Loan. Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).

(e) International Boycott. Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 et seq. or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) Motor Voter Law. Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).

(j) Clean Air Act and Clean Water Act. Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC §1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (*See* 30 ILCS 708/25(6)(G)).

(I) Non-procurement Debarment and Suspension. Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) Grant for the Construction of Fixed Works. Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

State of Illinois INTERGOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2017 / 4 29 16 Page 11 of 33 (n) Health Insurance Portability and Accountability Act. Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) Forced Labor Act. Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) Illinois Use Tax. Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

### ARTICLE IX CRIMINAL DISCLOSURE

9.1. <u>Mandatory Criminal Disclosures</u>. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. *See* 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

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### ARTICLE X UNLAWFUL DISCRIMINATION

10.1. <u>Compliance with Nondiscrimination Laws</u>. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (42 USC 12101 et seq.); and
- (f) The Age Discrimination Act (42 USC 6101 et seq.).

# ARTICLE XI

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. <u>Federal Form LLL</u>. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. <u>Lobbying Costs</u>. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. <u>Procurement Lobbying</u>. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007

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generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. <u>Subawards</u>. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. <u>Certification</u>. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. <u>Records Retention</u>. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. <u>Accessibility of Records</u>. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. <u>Failure to Maintain Books and Records</u>. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. <u>Monitoring and Access to Information</u>. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. *See* 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in <u>PART TWO</u> or <u>PART THREE</u>.

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### ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. <u>Required Periodic Financial Reports</u>. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in <u>Exhibit G</u>. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327.

# 13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Annual Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by <u>PART TWO</u> or <u>PART</u> <u>THREE</u>.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.

(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4. <u>Effect of Failure to Comply</u>. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such,

State of Illinois INTERGOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2017 / 4 29 16 Page 15 of 33 without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

## ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. <u>Required Periodic Performance Reports</u>. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in <u>Exhibit E</u> must be reportedquarterly, unless otherwise specified in <u>PART TWO</u> or <u>PART THREE</u>. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in <u>PART TWO</u> or <u>PART THREE</u>. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in <u>PART TWO</u> or <u>PART THREE</u>. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.* 

14.2. <u>Close-out Performance Reports</u>. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. *See* 2 CFR 200.343.

14.3. <u>Content of Performance Reports</u>. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in <u>PART TWO</u> or <u>PART</u> THREE of this Agreement.

14.4. <u>Performance Standards</u>. Grantee shall perform in accordance with the Performance Standards set forth in <u>Exhibit F</u>. See 2 CFR 200.301 and 200.210.

## ARTICLE XV AUDIT REQUIREMENTS

15.1. <u>Audits</u>. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. *See* 30 ILCS 708/65(c).

15.2. <u>Single and Program-Specific Audits</u>. If Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200.501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit). The audit (and package) must be submitted

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to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier.

15.3. <u>Financial Statement Audit</u>. If Grantee expends less than \$750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between \$300,000 and \$499,999 in Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards(GAAS); if Grantee expends between \$500,000 and \$749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

15.4. <u>Performance of Audits</u>. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

15.5. <u>Report Timing</u>. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

## ARTICLE XVI TERMINATION; SUSPENSION

16.1. <u>Termination</u>.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(c) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and

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the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. <u>Suspension</u>. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. <u>Objection</u>. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, Grantee may avail itself of any opportunities to object and challenge such suspension or termination in accordance with any applicable written processes and procedures. 2 CFR 200.341.

16.4. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

i. Grantor expressly authorizes them in the notice of suspension or termination; and

ii. The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.5. <u>Close-out of Terminated Agreements.</u> If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

# ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

17.1. <u>Sub-recipients/Delegation</u>. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. <u>Application of Terms</u>. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

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Agreement No. 17UASICOOK

## ARTICLE XVIII NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration or the state equivalent registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. <u>Failure to Provide Notification</u>. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. <u>Notice of Impact</u>. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. <u>Circumstances Affecting Performance; Notice</u>. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. <u>Effect of Failure to Provide Notice</u>. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

### ARTICLE XIX REORGANIZATION

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

# ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

20.1. <u>Copies upon Request</u>. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

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# ARTICLE XXI CONFLICT OF INTEREST

21.1. <u>Required Disclosures</u>. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2. <u>Prohibited Payments</u>. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is <u>not</u> an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

21.3. <u>Request for Exemption</u>. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

## ARTICLE XXII EQUIPMENT OR PROPERTY

22.1. <u>Transfer of Equipment</u>. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. <u>Prohibition against Disposition/Encumbrance</u>. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

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# ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. <u>Publications, Announcements, etc.</u> Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. <u>Prior Notification/Release of Information</u>. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

## ARTICLE XXIV INSURANCE

24.1. <u>Purchase and Maintenance of Insurance</u>. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in <u>PART TWO</u> or <u>PART THREE</u>.

24.2. <u>Claims</u>. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

### ARTICLE XXV LAWSUITS

25.1. <u>Independent Contractor</u>. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. <u>Liability</u>. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

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# ARTICLE XXVI MISCELLANEOUS

26.1. <u>Gift Ban</u>. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. <u>Access to Internet</u>. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. <u>Exhibits and Attachments</u>. <u>Exhibits A</u> through <u>G</u>, <u>PART TWO</u>, <u>PART THREE</u>, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. <u>Assignment Prohibited</u>. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. <u>Amendments</u>. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. <u>Severability</u>. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. <u>No Waiver</u>. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. <u>Applicable Law: Claims</u>. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq*. Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. <u>Compliance with Law</u>. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 III. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. <u>Compliance with Confidentiality Laws</u>. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

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26.11. <u>Compliance with Freedom of Information Act</u>. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. <u>Precedence</u>. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between <u>PART ONE</u> and <u>PART</u> <u>TWO</u> or <u>PART THREE</u> of this Agreement, <u>PART ONE</u> shall control. In the event there is a conflict between <u>PART</u> <u>TWO</u> and <u>PART THREE</u> of this Agreement, <u>PART TWO</u> shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. <u>Headings</u>. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.14. <u>Entire Agreement</u>. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.15. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.16. <u>Attorney Fees and Costs</u>. If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

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# **EXHIBIT A**

## **PROJECT DESCRIPTION**

The Grantor has been awarded funds from the Federal Emergency Management Agency (FEMA) under the FFY 2017 Homeland Security Grant Program (HSGP). The purpose of the FFY 2017 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The Grantee will utilize the HSGP grant funds in accordance with this purpose as outlined within the Grantee's approved FFY 2017 Attachment A.

### EXHIBIT B

### DELIVERABLES OR MILESTONES

Deliverables are directly related to the successful completion of the expenditures and projects listed in the approved Budget Detail Worksheet and Project Implementation Worksheet.

The Budget Detail Worksheet in Attachment A outlines the expenditures for which the Grantee will seek reimbursement. The Grantor will only reimburse those expenditures that specifically listed in the Budget Detail Worksheet. If the Grantee has included personnel expenses in its Budget Detail Worksheet, the Grantee is prohibited from incurring any costs for such personnel expenses until the Grantor provides written approval to the Grantee that DHS FEMA GPD has waived grant limitations on personnel costs.

The Project Implementation Worksheet in Attachment A provides a detailed description of the scope of work to be performed using funds received through this Agreement, including a list of specific outcomes and sequential milestones that will be accomplished by the Grantee. These milestones will allow the Grantor to measure progress of the Grantee in achieving the goals of the project.

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### EXHIBIT C

### PAYMENT

The Grantee's total compensation and reimbursement shall not exceed the sum of \$\$20,361,280.17.

The Grantee must submit reports or vendor invoices with description of costs, including a statement of payment for personnel costs and affirmation or evidence of delivery and property identification numbers for property subject to the Grantor's policies and procedures, in order to receive compensation through this Agreement. Such reports and invoices must be submitted to the Grantor in accordance with the Grantor's policy and in no event later than 30 days following the expiration of this Agreement. The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the State of Illinois Comptroller. The Grantor will not reimburse the Grantee for any exercise expenditures unless and until an After Action Report/Improvement Plan is submitted in accordance herein. The Grantee shall maintain appropriate records of actual costs incurred and submit expenditure information to the Grantor.

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Agreement No. 17UASICOOK

#### **EXHIBIT D**

#### **CONTACT INFORMATION**

#### **CONTACT FOR NOTIFICATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

#### **GRANTOR CONTACT**

#### **GRANTEE CONTACT**

Name: Ashley FleckName: Monique CastonTitle: Program ManagerTitle: Grant CoordinatorAddress: 2200 South Dirksen Parkway Springfield,<br/>Springfield, Illinois 62703Address: 69 West Washington Street, Suite 2600<br/>Chicago, Illinois 60602-3178Phone: 217/557-4758Phone: 312/603/8186E-mail Address: Ashley.Fleck@illinois.govE-mail Address: Monique.Caston@cookcountyil.gov

Additional Information:

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#### **EXHIBIT E**

#### PERFORMANCE MEASURES

The Grantee shall provide a quarterly update of the Project Implementation Worksheet in Attachment A to IEMA within fifteen (15) business days after March 31, June 30, September 30, and December 31 throughout the performance period of the Agreement.

The Grantee must submit a final Budget Detail Worksheet, Discipline Allocation Worksheet, and Project Implementation Worksheet to the Grantor within 30 days after the expiration of the Agreement.

The Grantee also must submit a final After Action Report/Improvement Plan to the Grantor within 45 days after each exercise. All exercises conducted with funds provided through this Agreement must be National Incident Management System (NIMS) compliant and be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).

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#### **EXHIBIT F**

#### PERFORMANCE STANDARDS

Performance standards include:

- 1. Appropriate use of grant funds in accordance with the approved scope of work and budget, and the terms outlined in this Agreement.
- 2. The timely submittal of required documentation as defined in Exhibit E of this Agreement.
- 3. Adequate results from grant monitoring conducted by the Grantor.

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#### **EXHIBIT G**

#### SPECIFIC CONDITIONS

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NONE.

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#### PART TWO - THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in <u>PART\_ONE</u>, the Grantor has the following additional requirements for its Grantee:

NONE.

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#### PART THREE - THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in <u>PART ONE</u> and the Grantor-Specific Terms in <u>PART TWO</u>, the Grantor has the following additional requirements for this Project:

- 1. All allocations and use of funds by the Grantee shall be in accordance with the applicable notice of funding opportunity and the requirements set forth therein. The Grantee shall comply with all applicable federal and state statutes, regulations, executive orders, and other policies and requirements in carrying out any project supported by these funds. The Grantee recognizes that laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent requirements will apply during the performance period of this Agreement.
- 2. All sub-awards issued by the Grantee to this Agreement in excess of \$25,000.00 must be pre-approved by IEMA.
- 3. The Grantee is required to maintain adoption and implementation of the National Incident Management System.
- 4. The Grantee will provide all necessary financial and managerial resources to meet the terms and conditions of this Agreement.
- 5. If the Grantee fails to expend or is over-advanced grant funds, the Grantor reserves the right to recapture funds in accordance with the applicable Federal or State laws and requirements. The Grantee shall return to the Grantor all grant funds that are not expended or that are received from the Grantor in error. All funds remaining at the expiration of the period of time the funds are available for expenditure or obligation by the Grantee shall be returned to the Grantor within 45 days, if applicable. The Grantor may recapture those funds in accordance with state and federal laws and regulations. The Grantee's failure to comply with any one of the terms of this Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.
- 6. The Grantee agrees that funds under this award will be used to supplement, but not supplant, state or local funds budgeted for the same purposes. The Grantee may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- 7. The Grantee shall not undertake any project having the potential to impact EHP resources or initiate procurement without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. The Grantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground-disturbing activities occur during project implementation, the Grantee must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the Grantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

State of Illinois INTERGOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2017 / 4 29 16 Page 32 of 33

- 8. The Grantee acknowledges DHS FEMA GPD and State of Illinois reserve a royalty-free, non- exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal and state purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a Grantor or Grantee purchases ownership with federal support. The Grantee shall affix the applicable copyright notice of 17 USC 401 or 402. The Grantee is subject to requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards. The Grantee agrees to consult with DHS FEMA GPD, through IEMA, regarding the allocation of any patent and intellectual property rights that arise from, or are purchased with, this funding. All publications created through this Agreement shall prominently contain the following statement: "This document was prepared under a grant from the Federal Emergency Management Agency's Grant Program Directorate (FEMA/GPD) within the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD, the U.S. Department of Homeland Security, or the State of Illinois."
- 9. The Grantee shall acknowledge federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
- 10. Title to equipment acquired by the Grantee with federal funds vests with the Grantee. "Equipment" means tangible, nonexpendable property charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. The Grantee shall use, manage, and dispose of equipment acquired under this Agreement in accordance with federal and state laws, procedures, and policies. All equipment purchased with funding received through this Agreement shall be used for the entire useful life of the equipment in accordance with the purpose stated in Attachment A. Any variation to the intended use of the equipment outlined in this agreement by the Grantee must be approved in writing by the Grantor.
- 11. If the Grantee collects PII, the Grantee is required to have a publicly-available privacy policy that describes what PII it collects, how it uses PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate.
- 12. The Grantee must obtain the approval of DHS prior to using a DHS or United States Coast Guard seal, logo, crest, or reproduction of flags or likenesses of DHS agency or Coast Guard officials.
- 13. If funding will be used to purchase emergency communications equipment or to fund related activities, the Grantee shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

State of Illinois INTERGOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2017 / 4 29 16 Page 33 of 33

## EXHIBIT B SCOPE OF SERVICES AND BUDGET DETAIL WORKSHEET

EXHIBIT B



Cook County Department of Homeland Security and Emergency Management UASI Sub-Recipient - Scope of Services & Budget Detail Worksheet

Grantee Organization:	DHSEM Contract #:
Program Category:	UASI Grant Award Year: 20
Scope of Services:	

#### **Budget Detail:**

Operating Expenses	Award Amount
Training	\$
Consumable Expenses (Training)	\$
Exercise	\$
Personal Protection Equipment (PPE)	\$
Equipment Less Than \$5,000	\$
Supplies	\$
Other, please specify:	\$
Sub-Total	\$
Capital Equipment (A	Asset More Than \$5,000)
Computer Equipment	\$
Infrastructure Upgrades	\$
Security Upgrades	\$
Other Equipment	\$
Other, please specify:	\$
Sub-Total	\$
TOTAL AWARDED	\$

### TO BE COMPLETED BY DHSEM

Sub-Recipient DUNS Number: \_\_\_\_\_\_

DHSEM Staff Name (Print): \_\_\_\_\_

DHSEM Staff Signature: \_\_\_\_\_

## EXHIBIT C NIMS – SAMPLE RESOURCE TYPING FORM

## Grant-Funded Typed Resource Report

**Tool Instructions:** 

1. Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. **Only report purchases and trainings that have already been completed and funds have been expended and drawn down.** 2. Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed. 2a. If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.

3. Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability .

4. Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns. 5. Enter the cost of the equipment or training.

6. Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch.

Equipment or	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (if applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Cost of Purchase	Comments
					*						

# **EXHIBIT C**

## EXHIBIT D SAMPLE FEMA - AUTHORIZED EQUIPMENT LIST (Use Hyperlink)

## AGENDA - 12/3/2019,...



## Cook County Department of Homeland Security and Emergency Management (SAMPLE) FEMA Authorized Equipment List (Partial Listing - Use Hyperlink) https://www.fema.gov/authorized-equipment-list

Title

AEL #	Title		
01WF-01-COLD	Outerwear, Cold Weather, Wildland Fire Fighting Protective	04HW-02-BARC	Equipment, Bar Code Reading and Printing
02EX-00-EXTR	Materials, Energetic, Bomb Squad Training	04HW-02-RFID	Devices, Radio Frequency Identification
030E-01-VSTO	Vests, Operational	04MD-01-VCAM	Camera, Video
03OE-02-FIBR	Systems, Fiber Optic	04MD-02-PROJ	Projector, Video
030E-03-DAMS	Devices, Containment/Diversion	04MD-03-DISP	Display, Video
030E-03-LOTO	System, Lock Out/Tag Out	04SN-01-PTMS	Station, Portable Meteorological
03OE-04-BALA	Balaclava, Fire Resistant	04SN-01-XMIT	Transmission Device, Wireless, Remote Sensor
03OE-07-ROBT	Robots	04SW-04-NETW	Software, Network
030E-07-ROVL	Vehicles, Remotely Operated, Land	04SW-05-SCAD	System, SCADA (Supervisory Control and Data Acquisition)
030E-07-SUAS	System, Small Unmanned Aircraft	05AU-00-BIOM	Device, Biometric User Authentication
030E-07-UMVS	System, Unmanned Maritime Vehicle	05AU-00-TOKN	System, Remote Authentication
04AP-01-CADS	System, Dispatch, Computer Aided	05EN-00-ECRP	Software, Encryption
04AP-02-AVLS	Systems, Automatic Vehicle Locating (AVL)	05EN-00-ETRN	Encryption, Data Transmission
04AP-02-DGPS	Device, Global Positioning System (GPS)	05HS-00-FRNS	Software, Forensic
04AP-02-OAPT	System, Operations Area Personnel Tracking	05HS-00-MALW	Software, Malware Protection
04AP-03-GISD	Data, Geospatial	05HS-00-PFWL	System, Personal Firewall
04AP-03-GISS	System, Geospatial Information (GIS)	05NP-00-FWAL	Firewall, Network
04AP-04-RISK	Software, Risk Management	05NP-00-IDPS	System, Intrusion Detection/Prevention
04AP-05-CDSS	Systems and Tools, ICS	05NP-00-SCAN	Tools, Vulnerability Scanning
04AP-05-CRED	System, Credentialing	05NP-00-SEIM	System, Security Event/Incident Management
04AP-05-SVIS	Software, Operational Space Visualization	05PM-00-PTCH	System, Patch/Configuration Management
04AP-06-CBRN	Software, CBRNE/Commercial Chemical/Hazard	06CC-01-CELL	Communications and Computing Device, Handheld
04AP-06-PMOD	Software, Plume Modeling	06CC-02-2WAY	Device, Messaging, 2-Way Text
04AP-06-TRAF	Software, Traffic Modeling	06CC-02-DSAD	Device, Data Service Access
04AP-07-INVN	Software, Equipment Tracking and Inventory	06CC-02-PAGE	Services/Systems, Paging
04AP-08-SIMS	Simulators	06CC-03-SATB	Phone, Satellite Base
04AP-09-ALRT	Systems, Public Notification and Warning	07ED-04-LASR	Detector, Explosive, Laser-Based, Standoff
04AP-10-GNAI	System, Artificial Intelligence	10PE-01-PCHG	Chargers, Phone and Radio
04HW-01-INHW	Hardware, Computer, Integrated	10PE-01-WCHG	Chargers, Power Chair
04HW-01-MOBL	Computer, Mobile Data	11RE-00-RFCB	References, CBRNE
11RE-00-RFDB	Databases, Reference	19AF-01-FEED	Equipment and Supplies, Feeding Support
11RE-00-RFEX	References, Field Expedient	19AF-01-HYGN	Equipment and Supplies, Personal Hygeine

#### EXHIBIT D

## AGENDA - 12/3/2019,...

AEL #	Title		
11RE-00-RFNC	Reference Materials, Non-CBRNE	19AF-01-MOB	Equipment, Mobility Support
12TR-00-H2OT	Trailer, Water/Source	19AF-02-BACC	Bedding and Accessories, Service Animal
12TR-00-MOVR	Mover, Prime, for Equipment/Water Trailers	19AF-02-RELF	Relieving Stations, Service Animal
12TR-00-TEQP	Trailer, Equipment	19FD-01-IRAT	Rations, Initial Deployment
12VE-00-ABUS	Vehicle, Mass Casualty Transport	19FD-01-URAT	Rations, Unit-Feeding
12VE-00-CMDV	Vehicle, Command, Mobile	19FD-01-WATR	Water, Potable, Packaged
12VE-00-MISS	Vehicle, Specialized Mission	19GN-00-BGPK	Bags / Packs
12VE-00-SPEC	Vehicle, Specialized Emergency Management	19GN-00-COMP	Compressors and Systems, Breathing Air
13IT-00-INTL	Systems, Intelligence Sharing	19GN-00-FANE	Fan, Intrinsically Safe, Exhaust
14CI-00-COOP	System, Information Technology Contingency Operations	19GN-00-FANV	Fan, Cooling/Heating/Ventilation
14EX-00-BCAN	Receptacles, Trash, Blast-Resistant	19GN-00-FUEL	Container, Fuel Storage
14EX-00-BSIR	Systems, Building, Blast/Shock/Impact Resistant	19GN-00-H2OD	System, Water Distribution
14SW-01-DOOR	Doors and Gates, Impact Resistant	19GN-00-HSSF	Housing, Subsistence and Sanitation
14SW-01-EXTM	System, Fire Extinguisher Monitoring	19GN-00-OPCK	Overpack
14SW-01-LITE	Lighting, Area, Fixed	19GN-00-RFGR	Refrigerator/Freezer
14SW-01-PACS	System, Physical Access Control	19MH-00-BULK	Equipment, Bulk Material Handling
14SW-01-SIDP	Systems, Personnel Identification	19MH-00-CART	Cart, Field
14SW-01-SIDV	Systems, Vehicle Identification	19MH-00-CHMS	Containers, Hazardous Material Shipping
14SW-01-SNSR	Sensors/Alarms, System and Infrastructure Monitoring, Standalone	19MH-00-CONT	Containers, Storage
14SW-01-VIDA	Systems, Video Assessment, Security	19MH-00-CPAC	Carts, Portable Air Cylinder
14SW-01-WALL	Barriers: Fences; Jersey Walls	19MH-00-CPGC	Carts, Portable Compressed Gas Cylinder
14SW-02-RADR	Systems, Radar	19SS-00-SHEL	Systems, Shelter, Rapid Deployment
14SW-02-SONR	Systems, Sonar	19SS-00-SHEN	System, Environmental Control
14SW-02-VBAR	Barriers, Vessel	19SS-00-SHEP	System, Collective Protective
16AC-01-ACRS	Equipment and Supplies, Small Animal Capture and Restraint	20CS-01-AFIS	Equipment, Fingerprint Processing and Identification
16AD-03-RFID	Radio Frequency Information Devices	20CS-02-EVID	Systems and Equipment, Evidence Collection
16AD-03-TAGS	Tags and markers	20CS-02-SUPP	Equipment and Supplies, Crime Scene Processing
17WC-00-BOAT	Watercraft, CBRNE Prevention and Response	20CS-02-UVLT	Equipment, Alternate Light Source Detection
18AC-00-ACFT	Aircraft, CBRNE	20TE-00-NTRY	Equipment, Tactical Entry
18AC-00-ACMC	Equipment/Kits, Aircraft Mass Casualty Conversion	21GN-00-CCEQ	Equipment, Citizen Corps
18AC-00-ACUP	Equipment and Upgrades, Aircraft, CBRNE	21GN-00-CNST	Consulting Services in Support of Equipment Acquisition
19AF-01-CHLD	Equipment and Supplies, Infants and Children	21GN-00-INST	Installation
19AF-01-COMM	Equipment, Communications and Sensory Support	21GN-00-LEAS	Leasing of Space for Equipment Storage
21GN-00-SHIP	Shipping	21GN-00-MAIH	Maintenance, HDER
21GN-00-TRNG	Training	21GN-00-MAIN	Maintenance
21GN-00-XMLP	Programming for XML Compliance	21GN-00-OCEQ	Equipment & Supplies, Information/Emergency Operations/Fusion Centers

## EXHIBIT E PROGRAM/PROJECT MODIFICATION REQUEST FORM

EXHIBIT E



## Cook County Department of Homeland Security and Emergency Management Sub-Recipient Program/Project Modification Request Form

Sub-Recipient Organization:	
Program Category:	
Request Date:	
Budget Expense Category:	

DHSEM Contract #: \_\_\_\_\_ UASI Grant Award Year: 20\_\_\_\_ Type of Modification: \_\_\_\_\_ Scope of Services: \_\_\_\_\_

**Instructions** - Please respond to the questions below. Incomplete forms will not be considered. **Note**: The term of the agreement can only be modified by DHSEM and approved by the State of Illinois (IEMA).

1. Is the modification requested within the original approved category? Please explain.

2. Will the modification request allow for the project to be completed within the original performance period of the project?

3. Have the original project objectives for the project been accomplished?

4. Please list all Authorized Equipment List (AEL) numbers, a brief description of the equipment, per unit cost estimate, and number of units (if applicable). For training costs, list the FEMA approved training course numbers that apply to this modification (if applicable).

5. Provide a justification for the project modification. What is the modification your organization would like to make and why is the project modification being requested? Please include details.

Please indicate the proposed associated budget impacts below (if applicable).

Sub-Recipient Authorized Signatory

Name (print): \_\_\_\_\_\_

Signature: \_\_\_\_\_

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

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

EXHIBIT E



## Cook County Department of Homeland Security and Emergency Management Sub-Recipient Program/Project Modification Request Form

THIS SECTION TO BE COMPLETED BY DHSEM					
Grant Coordinator	Director of Finance				
Name:	Name:				
Signature:	Signature:				
□ Approved □ Denied	□ Approved □ Denied				
COMMENTS:					

## **EXHIBIT F SUBRECIPIENT SIGNATURE AUTHORIZATION FORM**

EXHIBIT F



## Cook County Department of Homeland Security and Emergency Management Sub-Recipient Signature Authorization Form

Name of Entity:				
THIS S	ECTION TO BE C	OMPLETE	D BY DHSEM	
Contract #	FY:	Fund:		Project:
Urban Areas Security Initiative Program (UASI)				
Grant Program and Year	Grant Start Da	ate Gi	rant End Date	CFDA#
THIS SEC	TION TO BE COM	IPLETED B	Y SUB-RECIPIENT	
Sub-Recipient Contact Name (Point of Con-	tact)		Agency FEIN#	
Address			DUNS #	
City, State, Zip Code			Sub-Recipient (	Contact Phone#
Sub-Recipient Contact Email			Sub-Recipient (	Contact Fax #

#### THIS DOCUMENT IS PART OF THE AGREEMENT BETWEEN DHSEM AND THE SUB-RECIPIENT IDENTIFIED ABOVE.

The person whose signature is furnished below is hereby authorized to sign reimbursement request forms and other related documents for the UASI Grant program indicated above and funded by DHSEM via a grant award. Upon acceptance of this grant award, the following information is needed to complete your grant sub-agreement and should be emailed to DHSEM as soon as possible to DHSEM.Finance@cookcountyil.gov.

Signatory Name (Print):	
Signatory Titles (Print):	
Signatory Signature:	
Describe any limitations on the above person's authority here:	
DATE OF THIS APPROVAL:	

This form is to be completed as part of executing a Sub-Recipient agreement identified by the above fund and contract number. Completing this form is one of the conditions necessary to receive funds from Cook County DHSEM. A copy of this form must be on file for all persons with authorization and approved by an individual of higher authority than the person being granted authority.

## EXHIBIT G REIMBURSEMENT REQUEST FORM

## VILLAGE OF TINLEY...

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## Cook County Department of Homeland Security and Emergency Management UASI Sub-Recipient Reimbursement Request Form

Sub-Recipient Organization:	

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

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

DHSEM Contract #: \_\_\_\_\_

**EXHIBIT G** 

UASI Grant Award Year: 20\_\_\_\_

Submittal # \_\_\_\_\_

**Instructions** - Please use the space below to provide the amount and a description of the expense you are seeking reimbursement for in the appropriate approved expenditure category shown below. This form must be submitted with the supporting invoices(s) documenting the expense(s) incurred and proof that the expense(s) has been paid by you before the expense is considered for review and approval for reimbursement.

Expenditure Category	Total Award Amount	AEL#	Reimbursement Amount Requested	Balance of Award Available	Notes
Operating Expense					
Training	\$		\$	\$	
Consumable Expenses	\$		\$	\$	
Personal Protection Equipment (PPE)	\$		\$	\$	
Exercise	\$		\$	\$	
Equipment Less Than \$5,000 per 1 Item	\$		\$	\$	
Supplies	\$		\$	\$	
Other (please specify)	\$		\$	\$	
Sub-Total	\$		\$	\$	
Capital Expense (Asset Greater	Than \$5,000 per 1 Item)				
Computer Equipment	\$		\$	\$	
Infrastructure Upgrades	\$		\$	\$	
Security Upgrades					
Other (please specify)	\$		\$	\$	
Sub-Total	\$		\$	\$	
TOTAL	\$		\$	\$	

Sub-Recipient Authorized Signatory:

Name (print):

**DHSEM Reviewer:** 

Signature		

Job Title:	

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

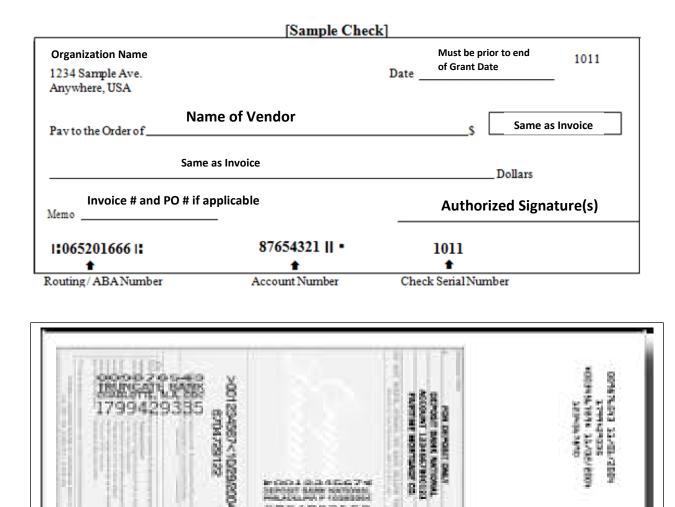
Signature:	 
Job Title:	

Name (print):

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

## EXHIBIT H SAMPLE OF PROOF OF PAYMENT & ORIGINAL INVOICE

## **Exhibit H – Proof of Payment**



1. If equipment or services are purchased with a check, include the invoice (proof of expense) and obtain a front and back copy of the canceled check image that corresponds with the check number used for payment.

145674

Statistics. ALMER NON-TRODUCT 704729122

- 2. Check must be written out to Vendor.
- 3. Amount requested should match amount paid to vendor.
- 4. Invoice number should be on the check and/or Purchase Order number.
- 5. If equipment or services are purchased with a credit card, then print a copy of the bank or credit card statement that shows your proof of payment, include the credit card receipt.
- Retain proof of all correspondence with the grantor (DHSEM) concerning your payment(s).

## AGENDA - 12/3/2019,...

#### Exhibit H – Sample Vendor Invoice VILLAGE OF TINLEY...

# Name of Vendor Remit To: Address of Vendor

Vendor Information Below:

Street Address City, ST ZIP Code Phone Enter phone | Fax Enter fax Email | Website

TO:

Sub-Recipient Name Organization Name Street Address City, ST ZIP Code Phone Enter phone | Email FOR Project or service description P.O. # If Needed

Description	Number of Items	Cost per Item	Total per Item
Description and serial number for each item.	3	\$100	\$300
Enter description 2			Enter amount
Enter description 3			Enter amount
Enter description 4			Enter amount
This is a sample Invo	ice from your V	endor.	
Please have the following information on each inv	voice:		
Name of Vendor, Addr	ess and Remit to A	ddress	
Organization's Name and Add	dress where items w	vere delivered	
Invoice Numb	er, Invoice Date		
Name of Project (if possible) an	d PO number used	(if applicable)	
Description of Item(s) purchased inclu	de serial numbers o	on invoice (if po	ossible)
Number of Items purchased and cost of each	n individual item wi	th total of all (se	e above example)
Grand Total for the Invoice shou	uld match the amo	unt reimbursed	
	uld be <b>NO</b> Sales Tax	a Daid	

Total

Enter total amount

Make all checks payable to Name of Vendor Remit To: Address of Vendor

Payment is due within 30 days.

If you have any questions concerning this invoice, contact Name | Phone | Email

THANK YOU FOR YOUR BUSINESS!

# INVOICE

**INVOICE #** 1959

**DATE** July 31, 2019

## EXHIBIT I EQUIPMENT INVENTORY FORM

AGENDA - 12/3/2019,...

VILLAGE OF TINLEY...

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EXHIBITI

Cook County Department of Homeland Security and Emergency Management UASI Sub-Recipient Equipment Inventory Form

Grantee Organization:	DHSEM Contract #:
Program Category:	UASI Grant Award Year: 20
agreement. Capital equipment is defined as tho	is form for any capital equipment purchases approved in the grant use items whose fair market value is \$5,000 or greater and whose useful pomitted with the Reimbursement Request Form when reimbursement is
Purchase Amount: \$	Purchase Date:
Manufacturer:	Model #:
Serial #:	AEL #:
Estimated Useful Life:	DHSEM Tag # (if applicable):
Item Description:	
Sub-Recipient Authorized Signatory	
Name (print):	Signature:
Job Title:	Date:
то	BE COMPLETED BY DHSEM
DI	HSEM Master Asset List
DHSEM Data Entered By:	Date Entered:
DH	ISEM Physical Inspections
DHSEM Inspector	Inspection Date

## EXHIBIT J DISCLOSURE OF PENDING APPLICATIONS FORM

AGENDA - 12/3/2019,...

EXHIBIT J



## Cook County Department of Homeland Security and Emergency Management UASI Subrecipient Disclosure of Pending Application Form

Grantee Organization:	DHSEM Contract #:
Program Category:	UASI Grant Award Year: 20

The Cook County Department of Homeland Security and Emergency Management (DHSEM), as administrator of Federal grants, is responsible for ensuring compliance with federal, state, and local laws and regulations in the performance of grant work with regard to DHSEM Grantees.

Grantees are to disclose whether they have pending or awarded applications for federally funded assistance that include requests for funding to support the same project being proposed under this grant and will cover the identical cost items outlined in their application to DHSEM. The disclosure should include both direct applications for federal funding (e.g., applications to federal agencies) and indirect applications for such funding (e.g., applications to state agencies that will be sub-awarding federal funds). This information is needed to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

If \_\_\_\_\_\_\_\_ does not have any current or pending applications that was submitted within the last 12 months for federally funded assistance (through federal, state, or local agencies that will be sub-awarding Federal funds) that include requests for funding to support the same project (as mentioned in your Edward Byrne Justice Assistance Grant [JAG] Program grant application), and will cover the identical cost items outlined in the application then, please certify the following statement is true, check the box and fill in your organization's name.

"\_\_\_\_\_\_ does not have pending applications submitted within the last 12 months for federally funded assistance, which includes requests for funding to support the same project being proposed under the UASI Grant Program, and will cover the identical cost items outlined in the application."

If \_\_\_\_\_\_\_ does have a current or pending application as described above, please check the most appropriate box below and provide the following information in a separate document using the example outlined below with all pending or awarded applications submitted within the last 12 months.  $\Box$  YES  $\Box$  NO

Grantees that have pending or awarded applications must show:

- 1. The Federal or State funding agency.
- 2. The solicitation name/project name.
- 3. The point of contact information at the applicable funding agency.

#### EXAMPLE

Federal or State Funding Agency	Project Name	Point of Contact at Funding Agency	Application Date

#### Sub-Recipient Authorized Signatory

Name (Print):	Signature:
Job Title:	Date:

## EXHIBIT K FINAL CLOSE-OUT FINANCIAL REPORT

AGENDA - 12/3/2019, 2017 Homeland Security Grant Program - Urban Area Security Initiative Attachment A: Budget Detail Worksheet			TOTAL PROJ	ECT REQUEST	x_ New (1st subr Updated/corre FINAL					
Subrecipient Name		lame						Date		
Line	Subrecipient Contract Number	Category	Description of Product/Services	FTE (# if subject to Personnel Cap)	Subject to Personnel Cap (\$ Amount)	EHP (YorN)	Line Item Cost Attributable to Organization (UASI)	Proposed Change to UASI Budget (+/-)	New Budget After Proposed Change (UASI)	LETPA (UASI) (\$ Amount)
1		Equipment		0	\$-	N	\$-	\$-	\$-	\$ -
2					\$-		\$-	\$-	\$-	\$ -
3					\$-		\$-	\$-	\$-	\$-
4					\$-		\$-	\$-	\$-	\$-
5					\$-		\$-	\$-	\$-	\$ -
6					\$-		\$-	\$-	\$-	\$ -
7					\$-		\$-	\$-	\$-	\$ -
8					\$-		\$-	\$-	\$-	\$ -
9					\$-		\$-	\$ -	\$-	\$ -
10					\$-		\$-	\$-	\$-	\$ -
	Project Subtotal					\$ -	\$ -	\$ -	\$ -	

Category Legend	Notice of Funding Opportunity (NOFO) Information						
Planning	https://www.grants.gov/web/grants/search-grants.html Click on FY 2017 HSGP NOFO 6 1 17 900 FINAL.pdf						
Organization							
Equipment (Provide AEL #)	Law Enforcement Terrorism Prevention Activity (LETPA) Definition						
Training	See Page 62 of the NOFO						
Exercises							
M&A	Personnel Cap Definition						
	http://www.fema.gov/pdf/government/grant/bulletins/info358.pdf						

NOTE: Once the New Budget Total has been approved, you will use that total as your total cost column numbers.

## EXHIBIT K - SAMPLE PAGE OF FINAL CLOSEOUT REPORT FULL REPORT WILL BE EMAILED TO SUBRECIPIENT

VILLAGE OF TINLEY...



MEMORANDUM

TO: Village Board

FROM: Brad L. Bettenhausen, Treasurer

RE: 2019 Tax Levy

DATE: 24 October 2019

The following table recaps options for the 2019 Village levy request (taxes payable in 2020) and the corresponding amounts. All options presume that the Village Board's Tax Abatement Policy will continue unaltered. A separate memo will recap the proposed 2019 property tax abatements for debt service on outstanding bond issues and its impact on the overall tax levy if the abatements were not approved. Detail of each option follows this memo.

Under Illinois Statutes, although they have their own governing Board, the Tinley Park Public Library is considered part of the Village for both budget and levy purposes. The detail found on property tax bills have presented Public Libraries separately since 1985.

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

	Village	Change	Library	Change	Total
Option 1. Same as last year	20,959,040	0	5,834,480	0	26,793,520
Option 2. Prior extended levy					
2A. Reduced Loss & Cost (1% / 3%)	21,175,631	216,591	5,903,497	69,017	27,079,128
2B. As If Full Loss & Cost (3% / 5%)	21,594,811	635,771	6,020,187	185,707	27,614,998
Option 3. Village tax cap formula					
3A. Inflation only	21,357,262	398,222	5,945,335	110,855	27,302,597
3B. Inflation and growth	21,566,852	607,812	6,003,680	169,200	27,570,532
Last year	20,959,040		5,834,480		26,793,520

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

Staff is suggesting a Village levy request of \$21,566,852, represented by option 3B above, which follows the Village's "traditional" levy formula that has been in use since the mid-1980s. This formula helps to address staffing and capital priorities that have been identified by the Village Board.

We have recently received the annual actuarial levy requirement for the Police Pension Fund in the amount of 3,532,273 (See also Annual Police Pension Report). This reflects a significant increase from the amount levied in 2018 at \$2,932,566 (Increase of \$599,707 or 20.4%). In general, even with the Village's conservative actuarial assumptions, the required levy amounts for police pension can generally be expected to increase over time as new officers are added and pay rates rise. A portion of the current year increase was due to the required use of an updated mortality table. If there were no change in the overall levy amount, it would mean that the portion of the Village tax levy available to support General operations would decrease by the same amount of the increase for Police Pension in order to maintain the identical total levy dollar request. As can be seen, the recommended levy under "3B" allows us to adequately address the increase in the pension funding requirement.

The Library Board is expected to approve the amount of the Library levy at their 24 October meeting. Their levy request is expected to be in amount corresponding to 3B above.

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

Following the passage of the Home Rule Sales Tax, the prior Village Board had expressed a desire to hold increases in the Levy for up to five years if it could be sustained. Tax year 2018 would have represented the fifth levy year under that objective. However, that initiative did not consider that the fifth year would coincide with the termination of the Oak Park Avenue TIF.

Due to costs connected to strategic plan priorities established by the Village Board for staffing, and capital projects, this option is not recommended by staff.

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

Cook County automatically adds a Loss and Cost factor to each levy item. The default/standard rates are 3% for all levy items, except debt service at 5%. This is done to compensate for post-issuance adjustments (changes to the amount owed after tax rates have been determined and bills produced) to tax bills (e.g. Certificate of Error and appeal adjustments), and unpaid tax bills, to help to ensure that taxing bodies receive as close to the full amount of their levy request by the end of the tax year's distributions. For the past six years, in approving and submitting the tax levy documents, the Board had requested that Cook County use lower Loss and Cost factors (1% for all levy items, except debt service at 3%) than their standard rates.

In general, in review of our tax collections, the Village seemingly has not experienced significant issues with post-issuance adjustments and delinquencies. Utilizing the lower Loss and Cost factors in recent years has not seemed to have had a significant impact on

#### VILLAGE OF TINLEY...

the net tax collections the Village has received. However, we have become aware of a number of incidents of tax bill adjustments subsequent to determination of rates and production of the tax bills that adversely impact collections. It is recommended that we return to utilize the default Loss and Cost rates, as deviating from the "standard" increases risk of errors occurring in the extension of the Village levy.

## Option 3. Village tax cap formula -

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

The rate of inflation applicable for the 2019 levy year is 1.9% (same as last year).

Last year, "new property" for purposes of PTELL (and as an indicator of new growth in the tax base) was nearly \$39.5 million, but primarily included EAV released by the end of the Oak Park Avenue (Convention Center) TIF (OPA TIF) of approximately \$30.8 million. The overall Village EAV decreased in 2018 from 2017 levels primarily as a result of a decrease in the Cook County Equalization Factor, and as a result, this "new growth" did not serve to increase the Village tax base as expected. Review of recent building permit activity for new construction reflects small but steady growth for the past several years. A growth factor of 1% has been used for the new construction component of the Village levy formula.

With consideration of this normal growth, under the Board's formula (prior year levy + inflation + new growth), the resulting rate of increase to the levy amount would be 2.9%. Using this rate, the Board's formula would produce a total levy request of \$21,566,852 for the Village, which represents an increase of \$607,812 over the prior year's levy request.

Considering staffing and capital priorities that have been expressed by the Village Board, and the increase in the police pension funding requirement, staff is suggesting a levy request following option 3B.

## **RECOMMENDED CALENDAR**

(This schedule assumes levy request is less than 105% of prior extended levy.) **x** No later than Wednesday, 27 November 2019 -

Finance Committee, or Committee of the Whole meets for "determination of levy."

¤ Tuesday, 3 December 2019 - First reading of the Levy Ordinance at Board Meeting (if two readings are required).

□ Tuesday, 17 December 2019 - Levy Ordinance adopted (if two readings are required).
 □ no later than Tuesday, 31 December 2019 -

Levy Ordinance filed with Cook and Will County Clerks.

#### VILLAGE OF TINLEY ...

**Table 1** shows the projected effect of the Village levy calculated utilizing the suggested Levy of \$21,566,852, and the projected resultant rates with <u>new property</u> changes of up to \$20 million. This table assumes no change in the Equalization Factor (multiplier) from the 2018 levy year applicable to Cook County properties (2.9109).

**Table 2** reflects the projected dollar impact on Village taxes for houses with market value of \$175,000, \$225,000, \$275,000 and \$350,000. With the implementation of the 10-25 Classification System of Assessments, the Cook County Assessor market values more reasonably approximate the "real" market values. Will County Assessor market values have always been reasonably comparable to the "real" market values. Utilizing the above assumptions, the typical homeowner of Tinley Park would likely see a nominal decrease to no change in the amount of property taxes they pay for Village services, at expected growth levels, and depending on the value of their homes.

Projected Values - 2019 Village Levy Only (Payable in 2020)										
Dollars New Property Value	Projected Equalized Assessed Value	Village Levy Amount @ 2.9% Increase	Projected Village Rate							
0	\$1,518,000,000	\$21,566,852	1.435							
5,000,000	1,523,000,000	same	1.430							
10,000,000	1,528,000,000	same	1.425							
15,000,000	1,533,000,000	same	1.421							
20,000,000	1,538,000,000	same	1.416							
25,000,000	1,543,000,000	same	1.412							

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Table 2
Projected Impact to Homeowners - 2019 Village Levy Only (Payable in 2020)

New Property		HOUSE VALUE											
Increase		\$175,000			\$225,000			\$275,000			\$350,000		
Current Village Taxes>	613	\$ Chg	% Chg	816	\$ Chg	% Chg	1,019	\$ Chg	% Chg	1,324	\$ Chg	% Chg	
0	588	-25	-4.1%	796	-20	-2.5%	1,005	-14	-1.4%	1,319	-5	-2.5%	
5,000,000	585	-28	-4.6%	794	-22	-2.7%	1,002	-17	-1.7%	1,314	-10	-2.7%	
10,000,000	583	-30	-4.9%	791	-25	-3.1%	998	-21	-2.1%	1,309	-15	-3.1%	
15,000,000	582	-31	-5.1%	789	-27	-3.3%	995	-24	-2.4%	1,306	-18	-1.4%	
20,000,000	580	-33	-5.4%	786	-30	-3.7%	992	-27	-2.7%	1,301	-23	-3.7%	
25,000,000	578	-35	-5.7%	784	-32	-3.9%	989	-30	-2.9%	1,297	-27	-3.9%	

## VILLAGE OF TINLEY... LIBRARY LEVY

The 2011 GO Refunding Library bond issue carries a required levy of \$685,200 for tax year 2019 to cover debt service due in calendar 2020. When the original building bonds were issued in 2003, the Village's Finance Committee recommended that \$150,000 of the annual debt service levy requirement be abated on this bond issue each levy year. The abatement funds are budgeted from the Village's Surtax allocation of the State Income Tax distributions. It is assumed that the abatement will be continued at the same level, and would reduce the levy requirement for Library debt service to \$535,200 as included in the overall levy request.

**Table 3** reflects the estimated effect of the proposed Library levy with <u>new property</u> changes of up to \$20 million. As noted in the Village tables, this table assumes no change in the state equalization factor (multiplier) applicable to Cook County properties.

**Table 4** reflects the projected dollar increase in taxes for houses with market value of \$175,000,\$225,000, \$275,000 and \$350,000.

Dollars New Property Value	Projected Equalized Assessed Value	Library Levy Amount @ 2.9% Increase	Projected Library Rate
0	\$1,518,000,000	\$6,003,680	.399
5,000,000	1,523,000,000	same	.398
10,000,000	1,528,000,000	same	.397
15,000,000	1,533,000,000	same	.396
20,000,000	1,538,000,000	same	.394
25,000,000	1,543,000,000	same	.393

Table 3Projected Values - 2019 Library Levy Only (Payable in 2020)

Table 4Projected Impact to Homeowners - 2019 Library Levy Only (Payable in 2020)

New Property		HOUSE VALUE										
Increase	\$175,000			\$225,000			\$275,000			\$350,000		
Current Village Taxes>	171	\$ Chg	% Chg	228	\$ Chg	% Chg	284	\$ Chg	% Chg	369	\$ Chg	% Chg
0	163	-8	-4.7%	221	-7	-3.1%	279	-5	-1.8%	367	-2	-3.1%
5,000,000	163	-8	-4.7%	221	-7	-3.1%	279	-5	-1.8%	366	-3	-3.1%
10,000,000	163	-8	-4.7%	220	-8	-3.5%	278	-6	-2.1%	365	-4	-3.5%
15,000,000	162	-9	-5.3%	220	-8	-3.5%	277	-7	-2.5%	364	-5	-1.4%
20,000,000	161	-10	-5.8%	219	-9	-3.9%	276	-8	-2.8%	362	-7	-3.9%
25,000,000	161	-10	-5.8%	218	-10	-4.4%	275	-9	-3.2%	361	-8	-4.4%

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

	Cook County	Will County
Assessment Process		
Residential Assessment rate	10% (formerly 16%)	33.33%
Commercial Assessment rate	25% (formerly 38%)	33.33%
Equalization Factor	2.9109 (2018)	1.0000
Effective Residential Assessment rate - equalized	29.11% (2018)	33.33%
Effective Commercial Assessment rate - equalized	72.77% (2018)	33.33%
Homeowner Exemption	\$10,000	\$6,000
Senior Exemption	\$8,000	\$5,000
Assessor Market Value primarily determined by	County Assessor	Township Assessor
Township Assessor role in valuing property	Nominal	Significant
How Assessor Market Value is primarily determined	(Traditionally, some derivative of original sale value periodically adjusted by inflation/real estate market changes)	Sales Value
Frequency of Adjustment of Assessor Market Value	Every 3 years by inflation/market adjustments; unless major change to property (additions or demolitions) or appeal <b>2017 was a Reassessment Year</b>	Annually - by actual sale or inflation/market adjustments
Assessor Market in comparison to Resale/True Market value	Intended to be Comparable	Reasonably Comparable
Levy, Extension, Tax Rates		
Loss and cost adjustments to levy	Automatic (Must opt out)	Must request
Loss and cost adjustment rates	3% added automatically; 5% for debt service levies (tax years 2013 through 2018 have used 1% and 3% respectively)	Local government must specify the loss and cost rates
Determination of tax rate	Total Extended Levy to Total EAV	Will Co Share of Levy to Will Co EAV
Proration of levy across county lines	Actual proportion of EAV	Actual Will EAV to Total EAV using Estimated Cook EAV
Adjustment for using Estimated Cook Co EAV	Not Applicable	+/- adjustment in following tax year

## 2018 Tax Year Metrics at a Glance

	EAV	Percent Total	Dollar Change	Percent Change
Cook	1,169,484,236	77.0%	(7,675,735)	-0.7%
Will	348,588,376	23.0%	4,818,033	1.4%
Total	1,518,072,612	100.0%	(2,857,702)	-0.2%

Cook County Equalization Factor:

Percent change -1.75% ▼

2.9109

Exemptions	Cook	Percent Change	Will	Percent Change	Total	Percent Change
Homeowner	152,615,390	-1.0%	14,320,736	-0.1%	166,936,126	-0.9%
Senior	39,634,646	3.2%	2,748,797	7.4%	42,383,443	3.5%
Senior Freeze	29,779,427	-9.4%	955,664	28.3%	30,735,091	-8.5%
All Other	10,659,321	26.5%	1,415,209	32.6%	12,074,530	27.2%
Total	232,688,784	-0.5%	19,440,406	3.9%	252,129,190	-0.2%

	Cook	Will	Total
PTELL New EAV - County determined	37,258,364	2,212,855	39,471,219

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

## **ORDINANCE NO. 2019-O-064**

#### AN ORDINANCE LEVYING TAXES FOR CORPORATE PURPOSES FOR THE VILLAGE OF TINLEY PARK 2019 TAX LEVY YEAR

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

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

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

#### VILLAGE OF TINLEY PARK Cook County, Illinois Will County, Illinois

#### **ORDINANCE NUMBER 2019-O-064**

## AN ORDINANCE LEVYING TAXES FOR CORPORATE PURPOSES FOR THE VILLAGE OF TINLEY PARK 2019 TAX LEVY YEAR

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 is authorized under the Illinois Property Tax Code to levy a tax against the equalized assessed value of all taxable properties within the corporate limits of the municipality to support its operations.

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

Section 1: A tax in the aggregate amount of \$27,570,532 for the following sums of money as detailed in <u>APPENDIX A</u>, or as much thereof as may be authorized by law, to defray all expenses and liabilities of the Village, be and the same is hereby levied for the 2019 tax levy year for the purposes specified against all taxable property in the Village of Tinley Park.

Section 2: The taxes levied hereunder are levied pursuant to the home rule powers of the Village of Tinley Park.

Section 3: The Village Clerk of the Village of Tinley Park is hereby directed to file with the Clerk of Cook County and the Clerk of Will County duly certified copies of this Ordinance within the time prescribed by law.

Section 4: 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.

**ADOPTED** this X day of December, 2019, by the Corporate Authorities of the Village of

Tinley Park on a roll call vote as follows:

AYES:

NAYS:

**ABSENT:** 

**APPROVED** this X day of December, 2019, by the President and Board of Trustees of the Village of Tinley Park.

**ATTEST:** 

Village President

Village Clerk

STATE OF ILLINOIS COUNTY OF COOK

SS.

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#### 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-064 "AN ORDINANCE LEVYING TAXES FOR CORPORATE PURPOSES FOR THE VILLAGE OF TINLEY PARK 2019 TAX LEVY YEAR," which was adopted by the President and Board of Trustees of the Village of Tinley Park on December X, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

VILLAGE CLERK

VILLAGE OF TINLEY...



MEMORANDUM



MEMO TO:	Village Board

FROM:Brad L. Bettenhausen, TreasurerRE:Annual Tax Levy Abatements - 2019

DATE: 15 November 2019

The agenda for the December 3 & 17 Board meetings will include three (3) ordinances to abate a portion (or all) of the levy requirements to provide for debt service on the Village's outstanding general obligation bonds in accordance with the Village Board's long established fiscal policies and past practice. These abatements provide instruction to the two County Clerks (Cook and Will) to supersede the required levy information contained within the related bond ordinances and bond orders. In summary, these abatements are as follows:

Abatement Ordinance	Bond Issue & Purpose	Levy Required	Amount Abated	Net Levy	Source of Funds For Abatement
2019-O-065	2009 Refunding (1 yr remains)	1,135,870.00	785,870.00	350,000.00	385,297.80 Water & Sewer 297,672.20 Tax/Bond Stabilize 102,900.00 Surtax Cap Projects
2019-O-066	2011 Library Refunding (4 yr remain)	685,200.00	150,000.00	535,200.00	150,000.00 Surtax Cap Projects
2019-O-067	2013 (Refunding) (9 yr remain)	965,850.00	965,850.00	0.00	386,340.00 Hotel Tax 413,905.38 Surtax Cap Projects 137,971.67 Water & Sewer 17,259.73 Stormwater Mgmt 10,373.22 New BremenTIF
	Totals	2,786,920.00	1,901,420.00	885,200.00	

If we did not have these alternate sources to pay the debt service on these bond issues, the tax levy contemplated under ordinance 2019-O-064 would be nearly \$3 million dollars higher than proposed and would add an estimated \$0.120 to the Village tax rate, and an estimated \$0.010 to the Library tax rate at an EAV of \$1.533 billion. (Note: rate impacts are quoted per \$100 of equalized assessed value and are applicable to Cook County properties.)

The proposed abatements represent 68.2% of the total debt service levy requirements for tax year 2019. The Village has been abating portions of its debt service levy requirements every year since 1982. Inclusive of the currently proposed abatements, Village property owners have saved nearly \$84.4 million dollars in real estate taxes over the 38 year period. This amount represents 81.8% of the cumulative debt service levy requirements over the same period.

I am attaching a table which reflects the approximate annual "rebate savings" for a cross section of home values over the past ten years, inclusive of the current year. On average over this period, the annual savings through these abatements is between \$163 and \$380 depending on home value. Over the ten year period, homeowners with homes valued similar to those shown on the table have received and benefitted from cumulative savings of between \$1,628 and \$3,797 as a result of these abatements which have totaled nearly \$46 million dollars for the past ten years alone (tax years 2010 to 2019).

Additionally, commercial taxpayers also benefit by the annual "rebate savings." A table is also attached that reflects the approximate impact of the tax abatements on a selection of commercial property values for a ten year period including the current year. On average, the annual savings through these abatements is between \$542 and \$2,712 depending on the value of the commercial property. Over the ten year period, business owners with buildings valued similar to those shown on the table have received and benefitted from cumulative savings of between \$5,422 and \$27,117 as a result of these abatements.

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

A) The philosophy of the Village's tax abatement program can be summed up in the question, "Why should the Village tax its property owners for something that the Village has the funds available to pay and can pay from income sources other than property taxes?"

B) It is better fiscal policy to not to tax in the first place than to tax and issue a rebate. Even though rebate programs are politically popular, rebate programs are much harder to end once they are started due to political pressures taking precedence over fiscal responsibility to the community's taxpayers.

C) The tax abatement program requires almost no administrative costs to implement each year. Most tax rebate programs generally require the municipality to incur additional administrative costs to receive rebate requests, perform calculations and verifications, and process the tax refund checks.

D) The tax abatement provides a greater dollar benefit to Village property owners than most tax rebate programs offered by other area communities.

E) Most tax rebate programs only benefit some owner-occupied residential homeowners. However, the Village's tax abatement process benefits <u>all</u> property owners including rental and commercial business property.

#### Village of Tinley Park, Illinois Tax abatements for bonds

	Total						Computed	_	Tax Sa	avings of At	patement fo	r House Valu	ued at:
Tax	Equaliz	zed Assessed	Value	G.O. Debt	Total		Tax Rate	Market	\$150,000	\$200,000	\$275,000	\$300,000	\$350,000
Year	Cook	Will	Total	Service	Abatement	Levy	Abated		\$34,000	\$50,000	\$66,000	\$77,000	\$90,000
2010	1,442,783,211	369,317,530	1,812,100,741	5,184,676	4,277,933	906,743	0.248		123	164	225	246	286
2011	1,251,755,583	356,107,180	1,607,862,763	6,566,460	5,711,760	854,700	0.373		185	246	338	369	431
2012	1,145,025,203	347,091,985	1,492,117,188	6,171,528	5,305,728	865,800	0.373		185	246	338	369	431
2013	1,066,577,781	331,734,777	1,398,312,558	6,583,500	5,707,000	876,500	0.429		212	283	389	425	495
2014	1,016,027,998	328,253,966	1,344,281,964	6,200,225	5,338,275	861,950	0.417		206	275	378	413	482
2015	989,772,042	330,446,430	1,320,218,472	6,856,298	5,988,898	867,400	0.476		236	314	432	471	550
2016	1,032,425,212	336,476,660	1,368,901,872	6,957,320	6,095,120	862,200	0.468		232	309	425	463	541
2017	1,177,159,971	343,770,343	1,520,930,314	3,558,045	2,677,045	881,000	0.185		92	122	168	183	214
2018	1,169,484,236	348,588,376	1,518,072,612	3,596,145	2,712,545	883,600	0.188		93	124	171	186	217
2019			1,533,000,000 E	2,786,920	1,901,720	885,200	0.130	_	64	86	118	129	150
E	E = Estimated EA	V	T	otal abatement	\$45,716,023	Average rate	\$0.329	Total	\$1,628	\$2,169	\$2,982	\$3,254	\$3,797
				_				Average	\$163	\$217	\$298	\$325	\$380

## RESIDENTIAL

#### Village of Tinley Park, Illinois Tax abatements for bonds

	Total				Computed			Tax Savings of Abatement for Commerical Property Valued a					
Tax	Equalized Assessed Value			G.O. Debt	Total		Tax Rate	Market	\$200,000	\$400,000	\$600,000	\$800,000	\$1,000,000
Year	Cook	Will	Total	Service	Abatement	Levy	Abated		\$154,000	\$310,000	\$463,000	\$618,000	\$772,000
2010	1,442,783,211	369,317,530	1,812,100,741	5,184,676	4,277,933	906,743	0.248		409	818	1,228	1,637	2,046
2011	1,251,755,583	356,107,180	1,607,862,763	6,566,460	5,711,760	854,700	0.373		615	1,231	1,846	2,462	3,077
2012	1,145,025,203	347,091,985	1,492,117,188	6,171,528	5,305,728	865,800	0.373		615	1,231	1,846	2,462	3,077
2013	1,066,577,781	331,734,777	1,398,312,558	6,583,500	5,707,000	876,500	0.429		708	1,416	2,124	2,831	3,539
2014	1,016,027,998	328,253,966	1,344,281,964	6,200,225	5,338,275	861,950	0.417		688	1,376	2,064	2,752	3,440
2015	989,772,042	330,446,430	1,320,218,472	6,856,298	5,988,898	867,400	0.476		785	1,571	2,356	3,142	3,927
2016	1,032,425,212	336,476,660	1,368,901,872	6,957,320	6,095,120	862,200	0.468		772	1,544	2,317	3,089	3,861
2017	1,177,159,971	343,770,343	1,520,930,314	3,558,045	2,677,045	881,000	0.185		305	611	916	1,221	1,526
2018	1,169,484,236	348,588,376	1,518,072,612	3,596,145	2,712,545	883,600	0.188		310	620	931	1,241	1,551
2019	0	0	1,533,000,000	2,786,920	1,901,720	885,200	0.130		215	429	644	858	1,073
				<b>.</b>	¢ 4 5 74 0 000		<b>\$0,000</b>	<b>.</b>	¢5 400	¢10.047	¢10 070	<b>\$04 00</b> 5	<b>407 447</b>
E = Estimated EAV				Total abatement	\$45,716,023	Average rate	\$0.329	Total	\$5,422	\$10,847	\$16,272	\$21,695	\$27,117
								Average	\$542	\$1,085	\$1,627	\$2,170	\$2,712

## CORPORATE

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

## ORDINANCE NO. 2019-O-065

AN ORDINANCE ABATING A PORTION OF THE 2019 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED MARCH 3, 2009 IN CONNECTION WITH THE ISSUANCE OF \$10,235,000 GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2009, OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS

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

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

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

#### VILLAGE OF TINLEY PARK Cook County, Illinois Will County, Illinois

#### **ORDINANCE NUMBER 2019-O-065**

#### AN ORDINANCE ABATING A PORTION OF THE 2019 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED MARCH 3, 2009 IN CONNECTION WITH THE ISSUANCE OF \$10,235,000 GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2009, OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, 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 President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted an ordinance, being Ordinance Number 2009-O-007, entitled "An Ordinance providing for the issuance of not to exceed \$10,000,000 General Obligation Refunding Bonds, Series 2009A, of the Village of Tinley Park, Cook and Will Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal and interest on said bonds, and further providing for the execution of an escrow agreement in connection with such issuance, adopted February 24, 2009; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted an ordinance, being Ordinance Number 2009-O-008, entitled "An Ordinance providing for the issuance of not to exceed \$1,000,000 General Obligation Bonds, Series 2009B, of the Village of Tinley Park, Cook and Will Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal and interest on said bonds,@ adopted February 24, 2009; and

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WHEREAS, on March 3, 2009, the Village President, Trustee Patrick E. Rea as Finance Chair, and Treasurer (the Designated Officers) entered into a contract for the sale of \$10,235,000 General Obligation Refunding and Improvement Bonds, Series 2009 of the Village of Tinley Park, Cook and Will Counties, Illinois in accordance to the aforementioned Ordinances 2009-O-007 and 2009-O-008 and issued a Bond Order detailing the sale and the Series 2009 bonds, the refunding of certain outstanding Series 2000, Series 2001, and Series 2002 bonds, terms of the Series 2009 bonds, and the taxes to be levied to provide for the debt service of the Series 2009 bonds as contained in Exhibit III of the Bond Order; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park have caused to be filed with the Clerk's Office of both Cook and Will Counties, Illinois, a certified copy of the Bond Ordinances and Bond Order as aforesaid, directing the said Clerks to levy and collect an annual tax for the purpose of paying the principal and interest upon the bonds heretofore authorized; and

WHEREAS, there is available to the Village of Tinley Park a sum estimated to be \$785,870 to be derived from the Village's Water and Sewer Revenue Fund (\$385,297,80), Tax/Bond Stabilization Fund (\$297,672.20), and Surtax Capital Projects Fund (\$102,900); and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park deem it in the best interest of the residents and taxpayers of the Village of Tinley Park that the funds available in the Village's Water and Sewer Revenue Fund, Tax/Bond Stabilization Fund, and Surtax Capital Projects Fund be used to abate a portion of the payment of interest and principal on the aforesaid bonds for the tax levy year 2019.

**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:

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Section 1: That the sum of \$785,870, which will be derived from revenue sources herein described above, is hereby appropriated for the specific purpose of paying a portion of the principal and interest on the bonds which fall due on or before December 1, 2020, and that portion of the Bond Order which provides for a 2019 tax levy to meet the requirements to pay \$1,135,870 for principal and interest on said bonds be and the same is hereby reduced in the amount of \$785,870, leaving a 2019 levy in the amount of \$350,000 to pay for the remaining portion of said principal and interest on the bonds.

Section 2: That the Village Clerk of the Village of Tinley Park is hereby authorized and directed to file a certified copy of this ordinance with the Clerk's Office of both Cook and Will Counties, Illinois, abating a portion of the 2019 tax levy requirement for the payment of principal and interest due on the issuance of \$10,235,000 General Obligation Refunding and Improvement Bonds, Series 2009 as provided for in the Bond Order dated March 3, 2009, in due time and in the manner expressed by law, and the County Clerks of both Cook and Will Counties, Illinois, are hereby authorized and directed to abate said tax as provided in this ordinance.

Section 3: This ordinance shall be in full force and effect from and after its passage and approval pursuant to law.

**ADOPTED** this X day of December, 2019, by the Corporate Authorities of the Village of Tinley Park as follows:

AYES:

NAYS:

#### **ABSENT:**

**APPROVED** this X day of December, 2019, by the President of the Village of Tinley Park.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

STATE OF ILLINOIS ) ) COUNTY OF COOK )

SS.

#### 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-065 "AN ORDINANCE ABATING A PORTION OF THE 2019 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED MARCH 3, 2009 IN CONNECTION WITH THE ISSUANCE OF \$10,235,000 GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2009, OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS," which was adopted by the President and Board of Trustees of the Village of Tinley Park on December X, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

VILLAGE CLERK

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

## ORDINANCE NO. 2019-O-066

AN ORDINANCE ABATING A PORTION OF THE 2019 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED AUGUST 16, 2011 IN CONNECTION WITH THE ISSUANCE OF \$5,940,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011 OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS.

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

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

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

#### VILLAGE OF TINLEY PARK Cook County, Illinois Will County, Illinois

#### **ORDINANCE NUMBER 2019-O-066**

#### AN ORDINANCE ABATING A PORTION OF THE 2019 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED AUGUST 16, 2011 IN CONNECTION WITH THE ISSUANCE OF \$5,940,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011 OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, 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 President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted an ordinance, being Ordinance Number 2003-O-056, entitled "An Ordinance Providing for the Issue of \$9,700,000 General Obligation Library Bonds, Series 2003, of the Village of Tinley Park, Cook and Will Counties, Illinois, and for the Levy and Collection of a Direct Annual Tax for the payment of the Principal and Interest on Said Bonds@, adopted June 24, 2003, providing for the borrowing of money and have issued bonds of the Village of Tinley Park in the amount of \$9,700,000; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted an ordinance being Ordinance Number 2011-O-037, entitled AAn ordinance providing for the issuance of not to exceed \$7,200,000 General Obligation Refunding Bonds, Series 2011, of the Village of Tinley Park, Cook and Will Counties, Illinois, authorizing the execution of a bond order in connection therewith and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds," adopted July 5, 2011, which directed the refunding of said General Obligation Library Bonds, Series 2003 aforementioned; and

WHEREAS, on August 16, 2011, the Village Clerk, and Treasurer (the Designated Officers) entered into a contract for the sale of \$5,940,000 General Obligation Refunding Bonds, Series 2011 of the Village of Tinley Park, Cook and Will Counties, Illinois in accordance to the aforementioned Ordinance 2011-O-037 and issued a Bond Order detailing the sale and the Series 2011 bonds, terms of the Series 2011 bonds, and the taxes to be levied to provide for the debt service of the Series 2011 bonds as contained in Exhibit III of the Bond Order. Said Series 2011 bonds issued for the sole purpose of refunding the aforementioned General Obligation Library Bonds, Series 2003; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park have caused to be filed with the Clerk's Office of both Cook and Will Counties, Illinois, a certified copy of the Bond Ordinance and Bond Order as aforesaid, directing the said Clerks to levy and collect an annual tax for the purpose of paying the principal and interest upon the bonds heretofore authorized; and

WHEREAS, there is available to the Village of Tinley Park a sum estimated to be \$150,000, said estimated sum to be received from the Village's Surtax Capital Projects Fund; and

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park deem it in the best interest of the residents and taxpayers of the Village of Tinley Park that the funds derived from the herein described source be used to abate a portion of the payment of interest and principal on the aforesaid bonds for the tax levy year 2019.

**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: That the sum of \$150,000, which will be derived from revenue sources herein described above, is hereby appropriated for the specific purpose of paying a portion of the principal and interest on the bonds which fall due on or before December 1, 2020, and that portion of the Bond Order which provides for a 2019 tax levy to meet the requirements to pay \$685,200 for principal and interest on said bonds be and the same is hereby abated and reduced in the amount of \$150,000 leaving a 2019 levy in the amount of \$535,200 to pay the remaining portion of said interest and principal on the bonds.

Section 2: That the Village Clerk of the Village of Tinley Park is hereby authorized and directed to file a certified copy of this ordinance, abating a portion of the 2019 tax levy requirement for the payment of principal and interest due on the issuance of \$5,940,000 General Obligation Refunding Bonds, with the Clerk's, Office of both Cook and Will Counties, Illinois, as provided for in the Bond Order dated August 16, 2011, in due time and in the manner expressed by law, and the County Clerks of both Cook and Will Counties, Illinois, are hereby authorized and directed to abate said tax as provided in this ordinance.

Section 3: This ordinance shall be in full force and effect from and after its passage and approval pursuant to law.

**ADOPTED** this X day of December, 2019, by the Corporate Authorities of the Village of Tinley Park as follows:

AYES:

NAYS:

#### **ABSENT:**

**APPROVED** this X day of December, 2019, by the President of the Village of Tinley Park.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

STATE OF ILLINOIS ) ) COUNTY OF COOK )

SS.

#### 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-066 "AN ORDINANCE ABATING A PORTION OF THE 2019 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED AUGUST 16, 2011 IN CONNECTION WITH THE ISSUANCE OF \$5,940,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011 OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS ," which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 4, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this day of \_\_\_\_\_\_, 20\_\_\_.

VILLAGE CLERK

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

## ORDINANCE NO. 2019-O-067

#### AN ORDINANCE ABATING ALL OF THE 2019 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED JUNE 5, 2013 IN CONNECTION WITH THE ISSUANCE OF \$11,340,000 GENERAL OBLIGATION BONDS, SERIES 2013 OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS

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

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

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

#### VILLAGE OF TINLEY PARK Cook County, Illinois Will County, Illinois

#### **ORDINANCE NUMBER 2019-O-067**

#### AN ORDINANCE ABATING ALL OF THE 2019 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED JUNE 5, 2013 IN CONNECTION WITH THE ISSUANCE OF \$11,340,000 GENERAL OBLIGATION BONDS, SERIES 2013 OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, 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 President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted an ordinance, being Ordinance Number 2013-O-014, entitled "An ordinance providing for the issuance of not to exceed \$13,950,000 General Obligation Bonds, Series 2013, of the Village of Tinley Park, Cook and Will Counties, Illinois, authorizing the execution of one or more bond orders in connection therewith and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds,@ adopted June 4, 2013; and

WHEREAS, on June 5, 2013, the Village Clerk, and Treasurer (the Designated Officers) entered into a contract for the sale of \$11,340,000 Taxable General Obligation Bonds, Series 2013 of the Village of Tinley Park, Cook and Will Counties, Illinois in accordance to the aforementioned Ordinance 2013-O-014 and issued a Bond Order detailing the sale and the Series 2013 bonds, terms of the Series 2013 bonds, and the taxes to be levied to provide for the debt service of the Series 2013 bonds as contained in Exhibit III of the Bond Order; and

VILLAGE OF TINLEY ...

WHEREAS, the President and Board of Trustees of the Village of Tinley Park have caused to be filed with the Clerk's Office of both Cook and Will Counties, Illinois, a certified copy of the Bond Ordinances and Bond Order as aforesaid, directing the said Clerks to levy and collect an annual tax for the purpose of paying the principal and interest upon the bonds heretofore authorized; and

**WHEREAS**, there is available to the Village of Tinley Park a sum estimated to be \$386,340 to be derived from the Village's Hotel/Tax Debt Service Reserve Fund; and

WHEREAS, there is available to the Village of Tinley Park a sum estimated to be \$579,510 to be derived from the Village's Surtax Capital Projects Fund (\$413,905.38), Water and Sewer Revenue Fund (\$137,971.67), Stormwater Management Fund (\$17,259.73), and New Bremen Tax Increment Finance District fund (\$10,372.22); and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park deem it in the best interest of the residents and taxpayers of the Village of Tinley Park that the funds available in the aforementioned Village Funds, be used to abate all of the payment of interest and principal on the aforesaid bonds for the tax levy year 2019.

**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: That the sum of \$965,850, which will be derived from revenue sources herein described above, is hereby appropriated for the specific purpose of paying all of the principal and interest on the bonds which fall due on or before December 1, 2020 and that portion of the Bond Order which provides for a 2019 tax levy to meet the requirements to pay \$965,850 for principal and interest on said bonds be and the same is hereby abated.

Section 2: That the Village Clerk of the Village of Tinley Park is hereby authorized and directed to file a certified copy of this ordinance with the Clerk's Office of both Cook and Will Counties, Illinois, abating all of the 2019 tax levy requirement for the payment of principal and interest due on the issuance of \$11,340,000 General Obligation Bonds, Series 2013, as provided for in the Bond Order dated June 5, 2013, in due time and in the manner expressed by law, and the County Clerks of both Cook and Will Counties, Illinois, are hereby authorized and directed to abate said tax as provided in this ordinance.

Section 3: This ordinance shall be in full force and effect from and after its passage and approval pursuant to law.

**ADOPTED** this X day of December, 2019, by the Corporate Authorities of the Village of Tinley Park as follows:

AYES:

NAYS:

**ABSENT:** 

**APPROVED** this X day of December, 2019 by the President of the Village of Tinley Park.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

STATE OF ILLINOIS COUNTY OF COOK

SS.

#### 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-067 "AN ORDINANCE ABATING ALL OF THE 2019 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED JUNE 5, 2013 IN CONNECTION WITH THE ISSUANCE OF \$11,340,000 GENERAL OBLIGATION BONDS, SERIES 2013 OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS," which was adopted by the President and Board of Trustees of the Village of Tinley Park on December X, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

VILLAGE CLERK

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

## ORDINANCE NO. 2019-0-068

#### AN ORDINANCE ABATING A PORTION OF THE VILLAGE OF TINLEY PARK TAX YEAR 2019 PROPERTY TAXES EXTENDED FOR 8451 183RD PLACE, TINLEY PARK, WILL COUNTY, ILLINOIS (SURFACE SHIELDS, INC. INDUCEMENT AGREEMENT)

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

#### **ORDINANCE NUMBER 2019-O-068**

#### AN ORDINANCE ABATING A PORTION OF THE VILLAGE OF TINLEY PARK TAX YEAR 2019 PROPERTY TAXES EXTENDED FOR 8451 183RD PLACE, TINLEY PARK, WILL COUNTY, ILLINOIS (SURFACE SHIELDS, INC. INDUCEMENT AGREEMENT)

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 have heretofore authorized and adopted Resolution Number 2017-R-039, entitled "Resolution Authorizing the Execution of an Inducement Agreement (Property Tax Rebate) for Surface Shields, Inc.," adopted July 11, 2017; and

WHEREAS, Surface Shields, Inc. ("Company") began its manufacturing and distribution operations within the Village of Tinley Park ("Village") at 8451 183rd Street ("Subject Property") on October 23, 2017 which meets the requirements under the Inducement Agreement which stipulated that the Company begin operations on or before January 1, 2018; and

**WHEREAS**, the Subject Property, 8451 183rd Place, is identified for property tax purposes by permanent identification number 19-09-02-106-006-0000; and.

WHEREAS, the Company represents that it has spent at least \$116,500 to upgrade the Subject Property which meets the requirements under the Inducement Agreement which stipulated that the Company spend an estimated \$100,000; and WHEREAS, The Company has represented that it is employing 60 full time employees at the Subject Property. Furthermore, the Company represents that it has continuously maintained at least fifty-five (55) full time employees since beginning operations at the Subject Property in accordance with the requirements of the Inducement Agreement; and

**WHEREAS**, the Company is continuing to operate a manufacturing and distribution business on the Subject Property in accordance with the requirements of the Inducement Agreement; and

**WHEREAS**, the Company has met the conditions and requirements of the Inducement Agreement and is eligible for the economic incentive provided for therein; and

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

#### SECTION ONE

That fifty percent (50%) of the Village's portion of real estate property taxes ("Property Taxes") assessed and extended on the Subject Property (8451 183rd Place, PIN 19-09-02-106-006-0000), but not to exceed a maximum of six thousand dollars (\$6,000), shall hereby be abated for the 2019 tax levy year (taxes billed and collected in calendar 2020).

#### SECTION TWO

That the Village Clerk of the Village of Tinley Park is hereby authorized and directed to file a certified copy of this ordinance with the Will County Clerk's Office.

The County Clerk of Will County, Illinois, is hereby authorized and directed to abate said tax as provided in this ordinance.

#### **SECTION THREE**

This ordinance shall be in full force and effect from and after its passage and approval pursuant to law.

PASSED this X day of December, 2019, by the following roll call vote:

AYES:

NAYS:

ABSENT:

APPROVED this X day of December, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

STATE OF ILLINOIS COUNTY OF COOK COUNTY OF WILL

SS

#### 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-068, "AN ORDINANCE ABATING A PORTION OF THE VILLAGE OF TINLEY PARK TAX YEAR 2019 PROPERTY TAXES EXTENDED FOR 8451 183RD PLACE, TINLEY PARK, WILL COUNTY, ILLINOIS (SURFACE SHIELDS, INC. INDUCEMENT AGREEMENT)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on December X, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this day of 20.

KRISTIN A. THIRION, VILLAGE CLERK

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

## ORDINANCE NO. 2019-0-069

AN ORDINANCE ABATING A PORTION OF THE TAX YEAR 2019 VILLAGE OF TINLEY PARK PROPERTY TAXES EXTENDED FOR 18501 CONVENTION CENTER DRIVE, TINLEY PARK, COOK COUNTY, ILLINOIS (DEVELOPMENT INCENTIVE AGREEMENT FOR THE TINLEY PARK HOTEL AND CONVENTION CENTER)

> 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

#### **ORDINANCE NUMBER 2019-O-069**

#### AN ORDINANCE ABATING A PORTION OF THE TAX YEAR 2019 VILLAGE OF TINLEY PARK PROPERTY TAXES EXTENDED FOR 18501 CONVENTION CENTER DRIVE, TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS (DEVELOPMENT INCENTIVE AGREEMENT FOR THE TINLEY PARK HOTEL AND CONVENTION CENTER)

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 have heretofore authorized and adopted Resolution Number 2018-R-050, entitled "A Resolution Authorizing The Execution Of A Development Incentive Agreement Between The Village Of Tinley Park, The Board Of Education School District 227, And The Harp Group, Inc. Relating To The Hotel Property Located At 18501 Harlem Avenue" adopted July 17, 2018; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted Resolution Number 2018-R-051, entitled "A Resolution Authorizing The Execution Of A Development Incentive Agreement Between The Village Of Tinley Park, The Board Of Education School District 159, And The Harp Group, Inc. Relating To The Hotel Property Located At 18501 Harlem Avenue" adopted July 17, 2018; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted Resolution Number 2018-R-052, entitled "A Resolution Approving The First Amendment To The Tinley Park Convention Center Management Contract Between The Harp Group, Inc, And The Village Of Tinley Park" adopted July 17, 2018; and **WHEREAS**, The Harp Group, Inc. has expressed its desire to operate and manage the Tinley Park Convention Center on behalf of the Village of Tinley Park; and

WHEREAS, The Harp Group, Inc. has acquired the Hotel Property connected to the Tinley Park Convention Center under the business entity Tinley Park Convention Center Hotel Owners LLC, and intends to continue the operations of the Tinley Park Hotel as a commercial enterprise within the Village of Tinley Park; and

WHEREAS, The Harp Group, Inc. has requested financial assistance in the form of real estate Tax abatements pursuant to the provision of law (35 ILCS 200/18-165); and

WHEREAS, the Subject Hotel Property, 18501 Convention Center Drive, is identified for property tax purposes by permanent identification number 31-06-100-027-0000; and

WHEREAS, the Company has met the conditions and requirements of the aforementioned Agreements and is eligible for the financial assistance provided for therein; and

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

#### **SECTION ONE**

That fifty percent (50%) of the Village of Tinley Park's portion of real estate property taxes ("Property Taxes") assessed and extended on the Subject Hotel Property (18501 Convention Center Drive, PIN 31-06-100-027-0000), shall hereby be abated for the 2019 tax levy year (taxes billed and collected in calendar 2020).

Said abatement shall be made only against the amounts extended for the Village of Tinley Park (tax agency 03-1270-000). The amounts extended for the Tinley Park Public Library (tax agency 03-1270-001) are not to be abated.

#### SECTION TWO

Annual abatements by Elementary School District 159, Rich Township High School District 227 and the Village of Tinley Park shall continue until the first of the following should occur:

(i) duration of ten (10) tax levy years, commencing with the 2018 tax levy year to which the first abatement applies, and in which taxes are actually abated (this being the second year of abatement);

(ii) the aggregate taxes abated on the Subject Hotel Property by all three of the above named taxing bodies equals four million dollars (\$4,000,000);

(iii) the abatement obligations of the Elementary School District 159, Rich Township High School District 227 and the Village terminate as provided for in aforementioned Agreements.

#### SECTION THREE

That the Village Clerk of the Village of Tinley Park is hereby authorized and directed to file a certified copy of this ordinance with the Cook County Clerk's Office.

The County Clerk of Cook County, Illinois, is hereby authorized and directed to abate said tax as provided in this ordinance.

#### SECTION FOUR

This ordinance shall be in full force and effect from and after its passage and approval pursuant to law.

PASSED this X day of December, 2019, by the following roll call vote:

AYES:

NAYS:

ABSENT:

APPROVED this X day of December, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

STATE OF ILLINOIS )COUNTY OF COOKCOUNTY 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-069, "AN ORDINANCE ABATING A PORTION OF THE TAX YEAR 2019 VILLAGE OF TINLEY PARK PROPERTY TAXES EXTENDED FOR 18501 CONVENTION CENTER DRIVE, TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS (DEVELOPMENT INCENTIVE AGREEMENT FOR THE TINLEY PARK HOTEL AND CONVENTION CENTER)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on December X, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this day of 20.

KRISTIN A. THIRION, VILLAGE CLERK

ENDA

## STAFF COMMENT

# BOARD COMMENT

NDA

## PUBLIC COMMENT

## **EXECUTIVE SESSION**

## ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- A. LITIGATION, WHEN AN ACTION AGAINST, AFFECTING OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE TRIBUNAL, OR WHEN THE PUBLIC BODY FINDS THAT AN ACTION IS PROBABLE OR IMMINENT, IN WHICH CASE THE BASIS FOR THE FINDING SHALL BE RECORDED AND ENTERED INTO THE MINUTES OF THE CLOSED MEETING.
- **B.** 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.
- C. 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.
- D. THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY.
- E. COLLECTIVE NEGOTIATING MATTERS BETWEEN THE PUBLIC BODY AND ITS EMPLOYEES OR THEIR REPRESENTATIVE, OR DELIBERATIONS CONCERNING SALARY SCHEDULES FOR ONE OR MORE CLASSES OF EMPLOYEES.
- F. DISCUSSION OF MINUTES OF MEETINGS LAWFULLY CLOSED UNDER THIS ACT, WHETHER FOR PURPOSES OF APPROVAL BY THE BODY OF THE MINUTES OR SEMI-ANNUAL REVIEW OF THE MINUTES AS MANDATED BY SECTION 2.06.