

NOTICE OF THE REGULAR VILLAGE BOARD MEETING

The regular meeting of the Village Board is scheduled for
Tuesday, September 15, 2020 beginning at 6:45 p.m.

A copy of the agenda for this meeting is attached hereto and
can be found at www.tinleypark.org.

NOTICE - MEETING MODIFICATION DUE TO COVID-19

Pursuant to Governor Pritzker's Executive Order 2020-07, Executive Order 2020-10, Executive Order 2020-18, Executive Order 2020-32, Executive Order 2020-33, Executive Order 2020-39, and Executive Order 2020-44, which collectively suspends the Illinois Open Meetings Act requirements regarding in-person attendance by members of a public body during the duration of the Gubernatorial Disaster Proclamation, issued on June 26, 2020, the members of the Village Board will be participating in the meeting through teleconference.

A livestream of the electronic meeting will be broadcasted at Village Hall. Pursuant to Governor's Executive Order No. 2020-43 and CDC guidelines, no more than 50 people or 50% of the maximum capacity will be allowed in the Council Chambers at any one time, so long as attendees comply with social distancing guidelines. Anyone in excess of maximum limit will be asked to wait in another room with live feed to the meeting until the agenda item for which the person or persons would like to speak on is being discussed or until the open floor for public comments.

Public comments or requests to speak may also be emailed in advance of the meeting to clerksoffice@tinleypark.org or placed in the Drop Box at the Village Hall by noon on Tuesday, September 15, 2020.

Kristin A. Thirion
Clerk
Village of Tinley Park

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, September 15, 2020, beginning at 6:45 PM in the Council Chambers at the Village Hall of Tinley Park, 16250 South Oak Park Avenue, Tinley Park, Illinois.

6:45 PM CALL TO ORDER
 PLEDGE OF ALLEGIANCE
 ROLL CALL

ITEM #1

SUBJECT: CONSIDER APPROVAL OF AGENDA

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

COMMENTS: _____

ITEM #2

SUBJECT: CONSIDER APPROVAL OF MINUTES OF THE REGULAR
 VILLAGE BOARD MEETING HELD ON SEPTEMBER 1, 2020.

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

COMMENTS: _____

ITEM #3

SUBJECT: RECEIVE PRESENTATION OF THE TINLEY PARK BUSINESS
 SPOTLIGHT - **Trustee Glotz and Clerk Thirion**

COMMENTS: _____

ITEM #4

SUBJECT: CONSIDER THE APPOINTMENT OF ANGELA ARRIGO TO THE
 POSITION OF HUMAN RESOURCES DIRECTOR – **President Vandenberg**

ACTION: Discussion: After the completion of a formal recruitment process with over forty (40) candidates for the position of Human Resources Director, it was decided that Angela Arrigo would be the best candidate for the position. Angela Arrigo has over twenty (20) years of professional level experience in various human resources roles, fostering organizational strategic objectives and driving operational HR efficiencies. **Consider appointing Angela Arrigo to the position of Human Resources Director.**

COMMENTS: _____

ITEM #5

SUBJECT: CONSIDER THE FOLLOWING COMMISSION APPOINTMENTS FOR FISCAL YEAR 2021 - **President Vandenberg**

ACTION: Discussion: New members/commissions are noted with an asterisk (*).

Plan Commission

- Garrett Gray, Chair
- Lucas Engel
- Eduardo Mani
- Angela Gatto
- MaryAnn Aitchison
- Stephen Vick
- Jim Gaskill
- Kehla West
- Robert Forgue*

Marketing Commission

Garret Gray (Associate)

COMMENTS: _____

ITEM #6

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:

- A. CONSIDER ADOPTING RESOLUTION 2020-R-087 AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND RORY GROUP, LLC (LOBBYIST).
- B. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$2,580,251.61 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED SEPTEMBER 4 AND SEPTEMBER 11, 2020.

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

COMMENTS: _____

ITEM #7

SUBJECT: CONSIDER ADOPTING ORDINANCE 2020-O-050 APPROVING A SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT WITH EXCEPTIONS RELATED TO PHASE I OF THE REDEVELOPMENT OF TINLEY PARK PLAZA LOCATED AT 15903-16205 HARLEM AVENUE - **Trustee Mueller**

ACTION: Discussion: Brixmor Property Group is seeking a Special Use for a Planned Unit Development with exceptions related to Phase I of the redevelopment of Tinley Park Plaza. The project includes the demolition of 87,000 sq. ft. of the existing building and the construction approximately 66,600 sq. ft for retail uses and general improvements to the in-line tenants, including façade improvements, landscaping and parking lot improvements. The Plan Commission held a Public Hearing on August 20, 2020, and voted 5-0 to recommend approval. **This Ordinance is eligible for adoption.**

COMMENTS:

ITEM #8

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-085 AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT WITHIN THE 159TH AND HARLEM TIF DISTRICT (BRIXMOR – TINLEY PARK PLAZA) - **Trustee Mueller**

ACTION: Discussion: This item would authorize a Tax Increment Financing Redevelopment Agreement within the 159th and Harlem TIF District for the proposed revitalization of portions of the Tinley Park Plaza shopping center on the east side of Harlem Avenue south of 159th Street (15903-16205 Harlem). The owners of the shopping center, Brixmor IA Tinley Park Plaza, LLC (Brixmor), have met the “But For” requirement necessary for consideration of this agreement to share certain municipal revenues. Without the assistance, the renovation plans would not be able to be undertaken, which would be expected to negatively impact the continued operation of the shopping center and Village revenues received from it.

The agreement proposes Village financial assistance in an amount not to exceed \$9.9 million, or 50% of the actual project costs, whichever is lower. This assistance will be funded by a combination of TIF incremental revenues generated by the shopping center properties alone, and incremental municipal sales taxes (1%) generated by all the businesses located in the shopping center over a ten (10) year period. A maximum of \$8.1 million of TIF eligible costs are to be paid from the TIF increment generated, with the remainder (\$1.8 million) to be paid from incremental sales taxes. The portion of the incentive to be funded between the TIF eligible costs and sales tax can fluctuate based on actual expenses, but in addition to the overall \$9.9 million cap, the amount that can be provided from incremental sales taxes cannot exceed \$2.5 million.

Achievement of the maximum financial assistance under this agreement is heavily performance based, and dependent upon the success of the proposed renovations in attracting new retailers to the center generating new sales taxes to the community.

This item was reviewed and discussed at the Committee of the Whole meeting held on September 1, 2020. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #9

SUBJECT: CONSIDER ADOPTING ORDINANCE 2020-O-051 APPROVING THE ANNEXATION OF CERTAIN PROPERTIES LOCATED AT 18017 SAYRE AVENUE TO THE VILLAGE OF TINLEY PARK - **Trustee Mueller**

ACTION: Discussion: Gamma Tinley LLC (d/b/a Fox College) has petitioned to annex two (2) parcels of property totaling approximately 1.74 acres at 18017 Sayre Avenue. One (1) parcel has an existing home that will be demolished while the other parcel does not have roadway frontage and is vacant. The property owner has also requested rezoning, a variation, and a Plat of Resubdivision related to a proposed expansion of the Fox College parking lot. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #10

SUBJECT: CONSIDER ADOPTING ORDINANCE 2020-O-052 GRANTING A MAP AMENDMENT TO REZONE CERTAIN PROPERTIES LOCATED AT 18017 SAYRE AVENUE UPON ANNEXATION TO THE NG (NEIGHBORHOOD GENERAL) ZONING DISTRICT - **Trustee Mueller**

ACTION: Discussion: Gamma Tinley LLC (d/b/a Fox College) is seeking to rezone the properties located at 18017 Sayre Avenue, upon annexation, to the NG (Neighborhood General) zoning district for the expansion of the Fox College parking lot. The parking lot expansion will net a total of 88 parking stalls on the site and allow Fox College to expand its curriculum at its existing location. The Plan Commission held a Public Hearing on August 20, 2020, and voted 5-0 to recommend approval of the Map Amendment (rezoning). **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #11

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-086 APPROVING AND ACCEPTING A FINAL PLAT FOR THE FOX COLLEGE RESUBDIVISION AT CERTAIN PROPERTY LOCATED AT 18017 SAYRE AVENUE AND 18020 OAK PARK AVENUE - **Trustee Mueller**

ACTION: Discussion: Gamma Tinley LLC (d/b/a Fox College), has requested Final Plat approval for the Fox College Resubdivision associated with the proposed parking lot expansion. The Plat will consolidate two (2) parcels at the existing Fox College site located at 18020 Oak Park Avenue and two (2) additional parcels proposed to be annexed and rezoned for the parking lot expansion. The Plan Commission reviewed the Final Plat of Resubdivision and recommended approval subject to Final Engineering Plan approval. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #12

SUBJECT: CONSIDER ADOPTING ORDINANCE 2020-O-053 GRANTING A VARIATION FROM SECTION XII.3.I.7. (LEGACY CODE - LIGHTING STANDARDS) OF THE ZONING ORDINANCE AT THE PROPERTY LOCATED AT 18017 SAYRE AVENUE AND 18020 OAK PARK AVENUE - **Trustee Mueller**

ACTION: Discussion: Gamma Tinley LLC (d/b/a Fox College) is seeking a Variation to permit a different light pole type and light fixture at a height of 25 feet, where the ordinance allows 20 feet, at the Fox College properties located at 18017 Sayre Avenue and 18020 Oak Park Avenue in the NG (Neighborhood General) zoning district. The lights are associated with the parking lot expansion. The Plan Commission held a Public Hearing on August 20, 2020, and voted 5-0 to recommend approval of the three (3) Variations. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #13

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-088 AUTHORIZING A SOCIAL MEDIA POLICY - **Trustee Berg**

ACTION: Discussion: The Village of Tinley Park uses several social media platforms as tools to communicate with residents, businesses and visitors. The Village has created a policy to establish general standards and responsibilities for the acceptable use of these social media tools which govern the use, administration, management, monitoring and retention of social media, and social media content. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #14

SUBJECT: CONSIDER ADOPTING ORDINANCE 2020-O-058 AMENDING VARIOUS SECTIONS OF THE TINLEY PARK VILLAGE CODE PERTAINING TO THE OFFICE OF VILLAGE COLLECTOR AND AMENDING THE SALARY OF THE VILLAGE CLERK TO REFLECT THE REMOVAL OF THE COLLECTOR’S DUTIES FROM THE OFFICE OF THE VILLAGE CLERK EFFECTIVE MAY 1, 2021 - **Trustee Brady**

ACTION: Discussion: In the staffing level study conducted in June of 2017, it was recommended that the financial functions performed by the Village Clerk be transferred to the Treasurer’s Office. The Clerk’s Office subsequently effectuated a complete transfer of all staff conducting financial functions to the Treasurer’s office in 2019. Salaries of elected officials cannot be changed while in office. This ordinance would eliminate the Clerk as Collector Office from the Code of Ordinances and eliminate the additional pay received by the Clerk for Collector’s duties effective May 1, 2021. This item was discussed at the Committee of the Whole on September 1, 2020. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #15

SUBJECT: CONSIDER ADOPTING ORDINANCE 2020-O-059 AMENDING CERTAIN PROVISIONS OF TINLEY PARK TOWING OF MOTOR VEHICLES ORDINANCE - **Trustee Brennan**

ACTION: Discussion: Any municipality may, consistent with the Illinois Vehicle Code, provide by ordinance, procedures for the release of properly impounded vehicles and for the imposition of a reasonable administrative fee related to its administrative and processing costs associated with the investigation, arrest, and detention of an offender, or the removal, impoundment, storage, and release of a vehicle. The administrative fee (\$500) imposed by the municipality may be in addition to any fees charged for the towing and storage of an impounded vehicle. The administrative fees will act as a strong deterrent and will hold those accountable for their actions associated to criminal activity. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #16

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-089 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND UTILITY DYNAMICS CORP. FOR SITE AND BUILDING IMPROVEMENTS AT 174TH ST. AND 67TH CT. - **Trustee Glotz**

ACTION: Discussion: During utility burial in the area of the Boulevard Project (South St. & 174th St. at 67th Ct.), a scope for secondary work within a newly acquired easement is required and was bid accordingly.

Consider awarding a contract to Utility Dynamics Corp. in the bid amount of \$51,951.50. This item was discussed at the Committee of the Whole meeting held on September 15, 2020, prior to this meeting. **This resolution is eligible for adoption.**

COMMENTS: _____

ITEM #17

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-090 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND INTEGRAL CONSTRUCTION, INC. FOR FREEDOM POND LANDSCAPE ENHANCEMENTS - PHASE 2 - **Trustee Glotz**

ACTION: Discussion: Phase 2 of Freedom Pond Landscape enhancements includes site-wide landscaping, lookout deck, provisions for connection for a future path, and purchase of matching materials for southern entrances.

Consider awarding a contract to Integral Construction, Inc. at the bid amount plus allowance of \$233,820. This item was discussed at the Committee of the Whole meeting held on September 15, 2020, prior to this meeting. **This resolution is eligible for adoption.**

COMMENTS: _____

ITEM #18

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-091 APPROVING A SOLE SOURCE PURCHASE OF MATERIALS BETWEEN THE VILLAGE OF TINLEY PARK AND LYONS VIEW FOR THE LED STREET LIGHTING REPLACEMENT - 159TH ST. PROJECT - **Trustee Glotz**

ACTION: Discussion: Funds in the amount of \$100,000 were included in the current fiscal year for the LED Street Lighting 159th St. Replacement Project. Public Works seeks authorization of a sole source purchase of new material and equipment from Lyons View of Illinois to replace/retrofit LED fixtures onto existing light heads within the specified areas along 159th St. between 86th Avenue and Oak Park Ave. Lyons View is the GE Lighting products primary representative in the State of Illinois. If products are purchased through another contractor / cooperative organization, the price to furnish and deliver fixtures would include an approximate two to five percent increase.

Consider approving the sole source purchase order to Lyons View in the amount of \$98,200. This item was discussed at the Committee of the Whole Meeting that was held on September 1, 2020. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #19

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-092 APPROVING A CONTRACT EXTENSION BETWEEN THE VILLAGE OF TINLEY PARK AND JOHN BURNS CONSTRUCTION FOR THE LED STREET LIGHT REPLACEMENT - PHASE 4, 4A & 4B - **Trustee Glotz**

ACTION: Discussion: Funds in the amount of \$310,000 (Phase 4), \$115,600 (Phase 4A), and \$226,000 (Phase 4B) were included in the current fiscal year for the LED Street Lighting Replacement Project. The Village solicited public bids at Phase 3 for a three (3) year renewable contract in July 2019, with John Burns Construction as the lowest responsible bidder. Staff is recommending the Village extend the contract with John Burns Construction. This will be the first extension of the contract.

Consider awarding a service contract extension to John Burns Construction for estimates as quoted in the amounts of \$309,243 (Phase 4), \$114,584 (Phase 4A) and \$225,690 (Phase 4B). This item was discussed at the Committee of the Whole Meeting held on September 1, 2020. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #20

SUBJECT: RECEIVE COMMENTS FROM STAFF -

COMMENTS: _____

ITEM #21

SUBJECT: RECEIVE COMMENTS FROM THE BOARD -

COMMENTS: _____

ITEM #22

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC -

COMMENTS: _____

ITEM #23

SUBJECT: ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- A. THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY.
- B. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.

ADJOURNMENT

**MINUTES OF THE REGULAR BOARD MEETING OF THE TRUSTEES,
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,
ILLINOIS, HELD SEPTEMBER 1, 2020**

The regular meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Council Chambers located in the Village Hall of Tinley Park, 16250 S. Oak Park Avenue, Tinley Park, IL on September 1, 2020. President Vandenberg called this meeting to order at 8:26 p.m.

At this time, President Vandenberg stated this meeting is being conducted pursuant to Governor Pritzker's disaster proclamation and Public Act 101-0640, which amends requirements of the Open Meetings Act due to the COVID-19 pandemic. Pursuant to the same, the Village Board finds that it would be impractical to conduct an in-person meeting with all members present. Elected officials confirmed they were able to hear one another.

President Vandenberg led the Board and audience in the Pledge of Allegiance.

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

Village President:	Jacob C. Vandenberg
Village Clerk:	Kristin A. Thirion
Trustees:	Cynthia A. Berg William P. Brady William A. Brennan Diane M. Galante Michael W. Glotz Michael G. Mueller
Absent:	
Also Present:	
Village Manager:	David Niemeyer
Asst. Village Manager:	Patrick Carr
Village Attorney:	Patrick Connelly

Motion was made by Trustee Berg, seconded by Trustee Mueller, to approve the agenda as written or amended for this meeting. Vote on roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Berg, to approve and place on file the minutes of the regular Village Board Meeting held on August 18, 2020. Vote on roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

At this time Trustee Brennan introduced the swearing in ceremony for Firefighters Paul Cordero and Brian Wagner. Clerk Thirion swore the firefighters in.

Motion was made by Trustee Mueller, seconded by Trustee Berg, to **APPOINT JUSTICE BUTTALA TO THE POSITION OF MAINTENANCE TECHNICIAN, EFFECTIVE SEPTEMBER 2, 2020**. With the retirement of an employee in May 2020, the position of Maintenance Technician became available in our Public Works department. Based on recommendations from Water-Sewer Superintendent Joseph Fitzpatrick and the current Director of Public Works, John Urbanski, Seasonal II employee Justice Buttala was identified as a highly qualified candidate based on his work performance. Buttala had previously interviewed for the position in January 2020. Buttala is a graduate of Victor J. Andrew High School and has previously worked as a Summer Seasonal, and as a Seasonal II since October 21, 2019.

President Vandenberg asked if there were any comments from members of the Board. There were none. President Vandenberg asked if anyone from the public requested to comment either in writing, telephonically or in-person. Deputy Clerk Godette stated there were no written comments or requests to comment via telephone received for this item. 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 Mueller, to adopt and place on file, **ORDINANCE 2020-O-049 AMENDING VARIOUS SECTIONS OF TITLE III CHAPTER 32 OF THE TINLEY PARK VILLAGE CODE PERTAINING TO THE MERGER OF THE COMMUNITY RESOURCES AND MARKETING AND BRANDING COMMISSION**. The Village currently has two (2) commissions, the Community Resource Commission and the Marketing and Branding Commission, which both work to promote the Village. At the August 18, 2020 Committee of the Whole meeting, staff proposed a restructure that would combine both commissions into one (1) with the purpose of supporting the Village's current goals and objectives. The new commission would have three (3) subcommittees that will work collaboratively to support Tinley Park activities and events, the Village's tourism initiatives and brand, and the Village's community involvement and engagement strategies. The Committee of the Whole was in favor of moving forward with this recommendation, and a draft ordinance was prepared by the Village attorney.

President Vandenberg asked if there were any comments from members of the Board. There were none. President Vandenberg asked if anyone from the public requested to comment either in writing, telephonically or in-person. Deputy Clerk Godette stated there were no written comments or requests to comment via telephone received for this item. 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.

Regular Meeting of the Board of Trustees – Minutes**September 1, 2020****3**

Motion was made by Trustee Glotz, seconded by Trustee Berg, to **CONSIDER THE FOLLOWING COMMISSION APPOINTMENTS FOR FISCAL YEAR 2021**. New members/commissions are noted with an asterisk (*).

Civil Service

Andre' Ashmore, Jr. – 3-year term*

Economic Commercial

Jay Walsh, Chair
Dennis Reidy
Dino Sanfilippo
Richard Osty
Christine Obbagy
Brian Potter
Chris Shoemaker
Adam Guldán*
Chris Schiller*

Environmental Enhancement

Aireen Arellano, Chair *
Frank Markowicz
Jeffery Loftus
John Houdek
Brandon Wigboldy*
Evan Vogt*
Nicole Ryan*
Brenna Molinare*
Donna Gillespie*

Emergency Telephone System Board (ETSB)

Trustee Brennan
Trustee Galante*
Trustee Brady*
Pat Carr
Matthew Walsh
Forest Reeder
John Urbanski
Lisa Kortum*

Senior Services

Michael Cutrano, Chair
Robert Hayes
Vicki Hayes
Rosemarie Bauer
Marcia A. Hecht
Phyllis Groberski
Andy Ashmus
Grant Steeve
Samuel Avalos*

Sister Cities

Pat Rea, Chair
Roxane Tyssen
Lucas Hawley
Marilyn E. Bill

Jim Muller

Sister Cities Continued

George Rohde
Sarah Krause
Rob Zimmer*
Michele Rons*
Julie Dekker (Associate)*
Kurt Dekker (Associate)*

Veterans

Doug Rasmussen (William), Chair
Norm Pestlin
Jim Hudik (VFW Commander)
Jim Taylor (American Legion Commander)
Christine Hansley (AVMRA VFW Aux.)
Robert Baisa
Karen Tobola
Jimmy Hunter
Georges Sanon
Don Tomich (Marine Corp. League Rep.)*
Robert Bullard (Submarine Rep.)*
Eva J. Reyes (AVMRA - Associate)
Ken Wrezzes (Associate)

Marketing*

Daniel Fitzgerald, Chair
Mike Cutrano
Janet Czuchra
Al Siegers
Barbara Rose Whalen
Michael Sevier
Debbie Melchert
Beth McKernan
Julie Dekker
Jackie Bobbitt
Dennis Suglich
Stephanie Pyrzynski
Bernie Greenawalt
Jim Green
Kelly Oswald
Paul Yedwofski
Carol Racine
Carol Bradtke (Assoc)
Courtney Rourke (Assoc)
Nick Markowicz (Assoc)
Jason Freeland (Assoc)
Nick Halikias (Assoc)

President Vandenberg asked if there were any comments from members of the Board. There were none. President Vandenberg asked if anyone from the public requested to comment either in writing, telephonically or in-person. Deputy Clerk Godette stated there were no written comments or requests to comment via telephone received for this item. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

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

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

- A. CONSIDER REQUEST FROM PEOPLES ANIMAL WELFARE SOCIETY (P.A.W.S.), TO CONDUCT A RAFFLE THROUGH SUNDAY, NOVEMBER 15, 2020 WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED \$1,850. WINNERS WILL BE DRAWN AT P.A.W.S., 8301 191ST STREET.
- B. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$1,387,312.77 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED AUGUST 21, AND AUGUST 28, 2020.

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 Brennan, to place on first read **ORDINANCE 2020-O-050 APPROVING A SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT WITH EXCEPTIONS RELATED TO PHASE I OF THE REDEVELOPMENT OF TINLEY PARK PLAZA LOCATED AT 15903-16205 HARLEM AVENUE**. The Petitioner, Andrew Balzar, Brixmor IA Tinley Park Plaza, LLC (property owner), is seeking a Special Use for a Planned Unit Development with exceptions related to Phase I of the redevelopment of Tinley Park Plaza located at 15903-16205 S. Harlem Avenue. The project will include the demolition of 87,000 sq. ft of the existing building on the northern portion of the center and the construction of the core and shell of approximately 66,600 sq. ft. for retail uses including façade, landscaping, and parking lot improvements.

The Plan Commission held a Public Hearing on August 20, 2020, concerning the Planned Unit Development and voted 5-0 to recommend approval of the Special Use and adopt the Findings of Fact in accordance with the plans as listed in the list of "Review Plans" as noted in the staff report dated August 20, 2020.

President Vandenberg asked if there were any comments from members of the Board. There were none. Vote on roll call: Ayes: Brady, Brennan, Galante, Glotz, Mueller. Nays: Berg. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to place on first read **RESOLUTION 2020-R-085 AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT WITHIN THE 159TH AND HARLEM TIF DISTRICT (BRIXMOR – TINLEY PARK PLAZA)**. This item would authorize a Tax Increment Financing Redevelopment Agreement within the 159th and Harlem TIF District for the proposed revitalization of portions of the Tinley Park Plaza shopping center on the east side of Harlem Avenue south of 159th Street (15903-16205 Harlem). The Tinley Park Plaza shopping center opened in approximately 1974 and was significantly expanded circa 1984-1988. Redevelopments at the south and north ends of the center occurred between 2004-2006, and 2015-2016, respectively, which included demolition or reconstruction of portions of the in-line center and construction of two (2) free-standing outlot buildings. The beneficial owners of the center since 1995, Brixmor IA Tinley Park Plaza, LLC (Brixmor) have had success in leasing the newer and renovated spaces, but find the older spaces more difficult to lease and reoccupy due to changing needs and

demands of the “brick and mortar” retail marketplace.

To address these issues, Brixmor has proposed significant renovations including demolishing approximately 87,000 square feet of the existing in-line shopping center, constructing new retail tenant spaces, and performing other renovations and upgrades to the Tinley Park Plaza shopping center at an estimated total cost of \$21.9 million. This project will separate the current in-line retail building into two (2) structures while simultaneously providing improved loading dock and service access to the rear of the buildings to facilitate tenant merchandise deliveries. “But for” the Village’s assistance toward the project, the renovations would not be able to move forward, and current tenant interest in locating in the center would be lost, and the shopping center would be adversely impacted.

The agreement proposes Village financial assistance in an amount not to exceed \$9.9 million, or 50% of the actual project costs, whichever is lower. This assistance will be funded by a combination of TIF incremental revenues generated by the shopping center properties alone, and incremental municipal sales taxes (1%) generated by all the businesses located in the shopping center over a ten (10) year period. A maximum of \$8.1 million of TIF eligible costs are to be paid from the TIF increment generated, with the remainder (\$1.8 million) to be paid from incremental sales taxes. The portion of the incentive to be funded between the TIF eligible costs and sales tax can fluctuate based on actual expenses, but in addition to the overall \$9.9 million cap on the financial assistance noted earlier, the amount that can be provided from the municipal sales tax component cannot exceed \$2.5 million.

Under long established fiscal policies regarding incentives, the Village does not look to share sales taxes it may be already receiving. In business expansion and redevelopment agreements such as this, the Village has always looked to share a portion of the increased (incremental) taxes that are expected to result. Following these principles, incremental sales taxes are computed in reference to a base using the 1% municipal sales taxes generated collectively by the shopping center retailers during calendar 2019. If a retailer currently located elsewhere in Tinley Park relocates to the Tinley Park Plaza during the term of the agreement, the sales taxes they generated over the preceding twelve (12) month period will be added to the base. However, in the incentive year where a Tinley business has first relocated, the amount attributable to the base will be pro-rated based on how many months of that incentive year the business was operating in the Tinley Park Plaza (this compares their sales taxes after locating in the center to with a comparable base for the “short” period of less than one year).

As with most of the Village’s incentive agreements, the burden is heavily on the developers to achieve the maximum amount of the incentive. If the property or sales tax increments do not materialize at the levels anticipated to fulfill the total support offered, it directly affects the amount of assistance that will be provided over the ten-year period of the agreement. Conversely, if the project is successful in attracting new retail to the center, as is anticipated, it is also possible for the agreement to be fulfilled in less than the ten years provided under the agreement.

This item was reviewed and discussed at the Committee of the Whole held prior to this meeting.

President Vandenberg asked if there were any comments from members of the Board. There were none. Vote on roll call: Ayes: Brady, Brennan, Galante, Mueller. Nays: Berg, Glotz. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to place on first read, **ORDINANCE**

2020-O-051 APPROVING THE ANNEXATION OF CERTAIN PROPERTIES LOCATED AT 18017 SAYRE AVENUE TO THE VILLAGE OF TINLEY PARK. The Petitioner, George Arnold, on behalf of Gamma Tinley LLC (d/b/a Fox College) (Contract Purchaser), has petitioned the Village of Tinley Park to annex two (2) parcels of property totaling approximately 1.74 acres at 18017 Sayre Avenue. One parcel has an existing home that will be demolished, and the other vacant parcel does not have roadway frontage. The property owner also requested rezoning, a variation, and a Plat of Subdivision related to a proposed expansion of the Fox College parking lot.

President Vandenberg asked if there were any comments from members of the Board. There were none.

At this time public comments were received by Imtiaz Choughale, a neighboring resident to this property. He stated concerns with drainage and lighting issues of this project. Mr. Choughale also noted that he would prefer the fencing be made of cedar rather than PVC. He also noted that there seems to be a drainage problem with the current pond on the property owned by Consolidated School District 146. Community Development Director, Kimberly Clarke stated that the village engineers are looking at this issue. She also noted this area is in a flood plain. President Vandenberg noted issues:

1. Where will the water drain with the issue in the retention pond which is outside of the project area?
2. Where will the lighting of the parking lot bleed to once the trees have been removed?

John Urbanski, Public Works Director, stated the plan calls for on sight underground water storage with infrastructure for drainage which meets with the standards of the Metropolitan Water Reclamation District's Watershed Maintenance Ordinance (WMO) standards.

George Arnold, attorney for the petitioner, Fox College, stated they would be willing to put a cedar fence in and the lighting of the parking lot is consistent with the Village's recommendation. He noted that their engineer is working with the Village regarding the drainage issues. President Vandenberg and Trustee Glotz questioned the lighting including the time the lights are on and the height of the lighting. Mr. Arnold noted he would get those answers to this and bring them back to the Board before final approval. Trustee Glotz had concerns about the height of the parking lot as it will relate to water drainage. Mr. Arnold will bring an answer to this to the Board before final approval.

Trustee Mueller explained that Fox College will be held to greater engineering standards than in the past due to increase in current standards. He stated issues will be addressed prior to the final approval of this item.

Trustee Galante asked that notice of this project be sent to the neighboring properties. Ms. Clarke stated that Community Development would be reaching out to the neighbors.

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

Motion was made by Trustee Mueller, seconded by Trustee Berg, to place on first read, **ORDINANCE 2020-O-052 GRANTING A MAP AMENDMENT TO REZONE CERTAIN PROPERTIES LOCATED AT 18017 SAYRE AVENUE UPON ANNEXATION TO THE NG (NEIGHBORHOOD GENERAL) ZONING DISTRICT.** The Petitioner, George Arnold, on behalf of Gamma Tinley LLC (d/b/a Fox College) (Contract Purchaser), is seeking to rezone the properties located at 18017 Sayre Avenue, upon annexation, to the NG (Neighborhood General) zoning district. The property owner has requested rezoning, a variation, and a Plat of Subdivision related to a proposed expansion of the Fox College parking lot. The

parking lot expansion would net a total of 88 parking stalls on the site and allow Fox College to expand its curriculum at its existing location. The area is highly encumbered by a floodplain, and the development plans include extensive engineering and detention to accommodate all stormwater that is existing and will be produced by the site.

The Plan Commission held a Public Hearing on August 20, 2020 and voted 5-0 to recommend approval of the Map Amendment (Rezoning) in accordance with the plans as listed in the “Listed Reviewed Plans” and the Findings of Fact in the August 20, 2020 Staff Report.

President Vandenberg asked if there were any comments from members of the Board. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Mueller. Nays: None. Absent: Glotz. President Vandenberg declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to place on first read, **RESOLUTION 2020-R-086 APPROVING AND ACCEPTING A FINAL PLAT FOR THE FOX COLLEGE RESUBDIVISION AT CERTAIN PROPERTY LOCATED AT 18017 SAYRE AVENUE AND 18020 OAK PARK AVENUE.** The Petitioner, George Arnold, on behalf of Gamma Tinley LLC (d/b/a Fox College) (Contract Purchaser), has requested Final Plat approval for the Fox College Resubdivision associated with the proposed parking lot expansion. The Plat will consolidate two (2) parcels at the existing Fox College site located at 18020 Oak Park Avenue and two additional parcels proposed to be annexed and rezoned for the parking lot expansion at 18017 Sayre Avenue. Additionally, a drainage easement will be recorded over the proposed overland flow and detention area.

The Plan Commission reviewed the Final Plat of Resubdivision with a recommended condition that the approval is subject to Final Engineering Plan approval by the Village Engineer on August 20, 2020, and voted 5-0 to recommend approval.

President Vandenberg asked if there were any comments from members of the Board. 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, seconded by Trustee, to place on first read, **ORDINANCE 2020-O-053 GRANTING A VARIATION FROM SECTION XII.3.I.7. (LEGACY CODE- LIGHTING STANDARDS) OF THE ZONING ORDINANCE AT THE PROPERTY LOCATED AT 18017 SAYRE AVENUE AND 18020 OAK PARK AVENUE.** The Petitioner, George Arnold, on behalf of Gamma Tinley LLC (d/b/a Fox College) (Contract Purchaser), is seeking a variation from Section XII.3.I.7. (Legacy Code – Zoning Ordinance- Lighting Standards) of the zoning ordinance to permit a different light pole type and permit a light fixture to be mounted at a height of 25 feet at the Fox College properties located at 18017 Sayre Avenue and 18020 Oak Park Avenue in the NG (Neighborhood General) zoning district, upon annexation and rezoning. The lights associated with the parking lot expansion would net a total of 88 parking stalls on the site and allow Fox College to expand its curriculum at its existing location. The area is highly encumbered by a floodplain and the development plans include extensive engineering and detention to accommodate all stormwater that is existing and will be produced by the site.

The Plan Commission held a Public Hearing on August 20, 2020, and voted 5-0 to recommend approval of the three (3) variations and adopted the Findings of Fact in accordance with the plans as listed in the “Listed Reviewed Plans” as indicated in the August 20, 2020 Staff Report.

President Vandenberg asked if there were any comments from members of the Board. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg

declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Berg, to adopt and place on file, **ORDINANCE 2020-O-054 GRANTING A SPECIAL USE PERMIT FOR A CHILD CARE CENTER TO DREAMLAND ACADEMY INC. AT 7901 167TH STREET.** The Petitioner, Zuzanna Gaj, on behalf of Dreamland Academy Inc., is seeking a Special Use Permit to operate a childcare facility at 7901 167th Street in the R-6 PD (Medium-Density Residential) zoning district. The location had previously been utilized as a daycare facility by Bobbie Noonan's Child Care since 1978. The new daycare facility is expected to have considerably fewer children than the previous operator. The location has limited parking, but the Petitioner will continue to monitor to avoid any parking in the adjacent residential areas and has come to a verbal agreement for overflow at the neighboring church.

The Plan Commission held a Public Hearing on August 20, 2020, and voted 5-0 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 August 20, 2020 Staff Report.

President Vandenberg asked if there were any comments from members of the Board. Trustee Brennan stated that there are concerns regarding the drop off and pick up of the students. President Vandenberg concurred. Ms. Clarke noted that the traffic flow is a condition of approval of this special use. If problems occur their special use permit could be revoked. President Vandenberg asked staff to monitor this closely. President Vandenberg asked if anyone from the public requested to comment either in writing, telephonically or in-person. Deputy Clerk Godette stated there were no written comments or requests to comment via telephone received for this item. 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 Brennan, seconded by Trustee Mueller, to adopt and place on file, **ORDINANCE 2020-O-055 GRANTING A STORAGE SHED SETBACK VARIATION FOR CERTAIN PROPERTY LOCATED AT 16701 ODELL AVENUE.** The Petitioners, Daniel and Deborah Shanahan (property owners), are seeking a variation from Section III.I. (Accessory Structure Regulations) of the Zoning Ordinance, to permit replacement of a storage shed utilizing the existing concrete pad that is located approximately one (1) foot from the side and rear property lines instead of the required minimum setback of five (5) feet, at 16701 Odell Avenue in the R-4 (Single-Family Residential) Zoning District. The Petitioners wish to replace their deteriorating 64 sq. ft. storage shed with a new one that is similar in height, size, and style.

The Zoning Board of Appeals held a Public Hearing on August 13, 2020, and voted 3-0 to recommend approval of the amended variation request in accordance with plans as listed in the "List of Reviewed Plans" in the Staff Report.

President Vandenberg asked if there were any comments from members of the Board. There were none. President Vandenberg asked if anyone from the public requested to comment either in writing, telephonically or in-person. Deputy Clerk Godette stated there were no written comments or requests to comment via telephone received for this item. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to adopt and place on file, **ORDINANCE 2020-O-056 GRANTING A CORNER FENCE VARIATION FOR CERTAIN PROPERTY LOCATED AT 6342 ARCADIA DRIVE.** The Petitioner, Michael Kahr (property owner), is seeking a variation from Section III.J. (Fence Regulations) of the zoning ordinance, to permit a 6-foot high

Regular Meeting of the Board of Trustees – Minutes**September 1, 2020**

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privacy fence to extend into the required secondary front yard for the property located at 6342 Arcadia Drive in the R-4 (Single-Family Residential) Zoning District. The Petitioner originally requested an encroachment of 12 feet into the required 25-foot secondary front yard setback for a privacy fence. Upon discussion at the Zoning Board of Appeals, the Petitioner agreed to amend the request to be a 10-foot encroachment, which would place the fence 15 feet from the property line and to construct the fence in a shadow box style.

The Zoning Board of Appeals held a Public Hearing on August 13, 2020, and voted 3-0 to recommend approval of the amended variation request in accordance with plans as listed in the “List of Reviewed Plans” in the Staff Report.

President Vandenberg asked if there were any comments from members of the Board. There were none. President Vandenberg asked if anyone from the public requested to comment either in writing, telephonically or in-person. Deputy Clerk Godette stated there were no written comments or requests to comment via telephone received for this item. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to adopt and place on file, **ORDINANCE 2020-O-057 GRANTING A SPECIAL USE PERMIT FOR A SUBSTANTIAL DEVIATION FROM THE MERCURY BUSINESS CENTRE PUD WITH EXCEPTIONS FROM THE ZONING ORDINANCE FOR HAILSTORM BREWING COMPANY LOCATED AT 8060 186TH STREET.** The Petitioner, Christopher Schiller, on behalf of Tomcat Properties and Hailstorm Brewing Co., is seeking a Special Use Permit to install a permanent exterior patio adjacent to the restaurant and taproom. The request includes exceptions to the Zoning Ordinance to permit a fence to be located in a front yard and minimum parking requirements.

The Plan Commission held a Public Hearing on August 20, 2020, and voted 5-0 to recommend approval of the special use permit with recommended conditions in accordance with the plans as listed in the “Listed Reviewed Plans” and Findings of Fact in the August 20, 2020 Staff Report.

President Vandenberg asked if there were any comments from members of the Board. There were none. President Vandenberg asked if anyone from the public requested to comment either in writing, telephonically or in-person. Deputy Clerk Godette stated there were no written comments or requests to comment via telephone received for this item. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Glotz, seconded by Trustee Brennan, to adopt and place on file, **RESOLUTION 2020-R-084 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND M.E. SIMPSON CO. FOR THE WATER ASSESSMENT PROGRAM.** In FY 2019 budget the Village awarded a contract to ME Simpson to conduct a water assessment including testing of fire hydrants and water valves. The contract provided for three (3) annual renewals beyond the initial one (1) year term (four (4) years total). The Village wishes to exercise the option to extend the contract for an additional year (third year, second renewal). Funding in the amount of \$149,300 was included in the approved FY 2021 budget for these services.

Consider awarding a contract to M.E. Simpson Co. in the amount of \$149,300. This item was discussed at the Committee of the Whole Meeting held on August 18, 2020.

President Vandenberg asked if there were any comments from members of the Board. There were none. President Vandenberg asked if anyone from the public requested to comment either in writing, telephonically

Regular Meeting of the Board of Trustees – Minutes**September 1, 2020**

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or in-person. Deputy Clerk Godette stated there were no written comments or requests to comment via telephone received for this item. 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.

President Vandenberg asked if there were any comments from members of the Staff. There were none.

President Vandenberg asked if there were any comments from members of the Board.

Trustee Galante thanked the Marketing Department for another successful Music in the Plaza. She sent a special thank you to Vicki Sanchez, Special Events Coordinator.

Trustee Brady concurred with Trustee Galante. He added that the benches along Oak Park Avenue are a nice asset to Downtown Tinley.

Trustee Mueller thanked John Urbanski for his quick action in getting the graffiti removed in Brookside Glen over the weekend.

President Vandenberg stated it is great to have the entire Board be back in the Council Chambers. He thanked everyone for their patience during this time of pandemic. He was unable to be in-person attendance at the meetings because of his work he is in contact with the COVID-19 virus. He wanted to be sure and protect those in attendance at the meetings.

President Vandenberg asked if there were any comments from the public.

Stephen Eberhardt stated he disagrees with the conduct and actions of certain Village Board members past and present.

Motion was made by Trustee Glotz, seconded by Trustee Berg, at 9:40 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 PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.
- B. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.
- C. THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY.

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

Motion was made by Trustee Glotz, seconded by Trustee Mueller, to adjourn the regular Board meeting. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried and adjourned the regular Board meeting at 10:52 p.m.

Regular Meeting of the Board of Trustees – Minutes

September 1, 2020

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

APPROVED:

Village President

ATTEST:

Village Clerk

DRAFT

TINLEY PARK BUSINESS SPOTLIGHT

Clerk Thirion and
Trustee Glotz



Interoffice Memo

Date: September 15, 2020

To: Village Board

From: Dave Niemeyer, Village Manager
Hannah Lipman, Management Analyst

Subject: Human Resources Director Appointment

At the end of June, the Village began the recruitment effort to fill the vacant position of Human Resources Director. The Village received forty (40) applications from many excellent candidates who possessed diverse professional experience. The candidate pool was narrowed down to eight (8) individuals for first round interviews, which were conducted by a panel of four (4) staff members from the Village Manager's Office and Finance. The panel further narrowed it down to four (4) candidates for second round interviews. Candidates were asked to prepare a presentation on two topics prior to the interview and were also given scenarios on the spot to respond to. Trustee Brady joined staff for this round of interviews. Upon completion of all interviews, it was decided that Angela Arrigo would be the best candidate for the position.

Angela Arrigo has over twenty (20) years of professional level experience in various human resources roles, fostering organizational strategic objectives and driving operational HR efficiencies. She has worked for the Village of Orland Park since 2008, where she currently serves at the Assistant HR Director. Angela has her B.S. in Commerce, Human Resources Management from DePaul University, her Society of Human Resources Certified Professional (SHRM-CP) and Professional in Human Resources (PHR) Certifications, and has completed Six Sigma Green Belt and Yellow Belt training. Angela is also a Tinley Park resident.

All pre-employment screenings have been completed successfully, and reference checks were conducted. Consider appointing Angela Arrigo to the position of Human Resources Director.

**CONSIDER THE FOLLOWING COMMISSION
APPOINTMENTS FOR FISCAL YEAR 2021.**

New members/commissions are noted with an asterisk (*).

Plan Commission

Garrett Gray, Chair

Lucas Engel

Eduardo Mani

Angela Gatto

MaryAnn Aitchison

Stephen Vick

Jim Gaskill

Kehla West

Robert Forgue*

Marketing

Garret Gray (Associate)



Interoffice Memo

Date: August 28, 2020
To: Committee of the Whole
From: David Niemeyer, Village Manager
Subject: Village Lobbyist

We need to renew the annual retainer agreement (attached) with the Village Lobbyist the Rory Group. Tom Manion and Lucy Anderson have been working with the Village since June 1, 2019 on State issues including the Tinley Park Mental Health Center and County issues including helping us get \$600,000 in grants to help reconstruct County roads.

The fees would remain the same, which is \$3000 per month.

At the September 15, 2020 Village Board meeting we will be asking the Board to renew this contract for a year retroactive to June 2020 through June 2021.

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

RESOLUTION
NO. 2020-R-087

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

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. 2020-R-087**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE VILLAGE OF TINLEY PARK AND RORY GROUP, LLC**

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

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

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

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

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

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

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

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

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

PASSED THIS 15th day of September, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 15th day of September, 2020.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-087, “A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND RORY GROUP, LLC,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 15, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15th day of September, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

EXHIBIT 1

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

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is made and entered into by and between Rory Group, LLC, an Illinois limited liability company (the "Consultant") and the Village of Tinley Park ("VOTP") as of the 15th day of September 2020.

WHEREAS, "VOTP" wishes to obtain the benefits of Consultant's experience and know-how in connection with the operation of "VOTP"'s business; and

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

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

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

1) Consulting Services.

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

- ii) engage in any conduct, or cause "VOTP" to engage in any conduct, which would result in "VOTP"'s breach or violation of any agreement, law, ordinance, or regulation;
 - iii) sign any checks on behalf of or authorize any payments by "VOTP" in any manner whatsoever.
 - d) "VOTP" acknowledges and agrees that so long as such work does not conflict with this Agreement, Consultant is free to perform work on behalf of entities other than "VOTP" (provided such work does not directly or indirectly compete with the project Company is engaged in) but shall devote sufficient time to performance of its duties under this Agreement as shall be reasonably necessary for it to effectively perform those duties and protect the interests of "VOTP".
- 2) **Term.** The term of Consultant's retention and engagement under this Agreement shall begin on June 5, 20120 and shall end on June 4, 2021.
- 3) **Compensation.** In consideration of all services to be performed by Consultant under this Agreement, "VOTP" agrees to pay Consultant a total fee ("Fee") of Thirty-Six Dollars (\$36,000) over a period of one year. The Fee shall be paid on a monthly basis as follows: Three Thousand Dollars (\$3,000) by the 5th day of each month. Notwithstanding the foregoing, at any time during the Term of this Agreement, Company, at its sole discretion and without prior notice to Consultant, may elect to pay the Fee in one (1) payment.
- 4) **Payment of Taxes.** Consultant shall be responsible for payment of all taxes arising from Consultant's engagement under this Agreement, including federal and state income taxes and any Social Security (FICA) and/or self-employment taxes. "VOTP" will not pay any unemployment compensation or workers' compensation taxes or premiums on behalf of Consultant, or any other taxes of any nature whatsoever.
- 5) **Expenses.** Without the prior written consent of "VOTP", Consultant shall be responsible for all out-of-pocket expenses that the Consultant incurs in performance of its duties under this Agreement. "VOTP" reserves the right to review all expenses incurred by the Consultant on "VOTP"'s behalf. If "VOTP" elects to review the expenses incurred by Consultant, Consultant shall provide "VOTP" with a detailed expense report within ten (10) days after request by "VOTP" for the same.
- 6) **Termination of Agreement.** This agreement may be terminated by "VOTP" at any time for its convenience. In such event, Consultant should be entitled to receive all compensation due to it under this agreement.

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

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

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

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

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

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

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

11) **Assignability.** Neither party shall assign any of its rights or obligations under this Agreement to any other person or entity without the prior written consent of the non-assigning party. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns.

12) **Miscellaneous.**

- a) This Agreement constitutes the entire agreement of Consultant and "VOTP" with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements between the parties in their entirety and may not be modified or amended in any way except in writing by both parties to this Agreement. All covenants, promises, and agreements set forth in the Agreement shall be binding, any apply to and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors, and assigns.
- b) The terms of this Agreement shall be governed and construed according to the laws of the State of Illinois without regard to that state's principles regarding choice of law.
- c) If any part or parts of this Agreement are invalid or unenforceable for any reason, the remaining parts shall nevertheless be valid and enforceable.
- d) Any party's failure to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of the right of that party to enforce that provision at any time thereafter. No waiver of any breach of this Agreement shall be effective unless it is writing.

(Signature page follows)

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

CONSULTANT:

COMPANY:

Rory Group, LLC

Village of Tinley Park

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-044, "A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND RORY GROUP, LLC," which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 4, 2019.

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

KRISTINATHIRIONiLLAGECLERK

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Voucher List
Village of Tinley Park

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188773	9/4/2020	010318 ADVOCATE CHRIST MEDICAL CNTR	082620		20 BLS PROVIDER ECARDS	60.00
					Total :	60.00
188774	9/4/2020	019563 AEP ENERGY INC	3013134248 3013134259		ACCT#3013134248 6815 HICKORY S ACCT#3013134259 4623055116 196	63.93 3,478.77
					Total :	3,542.70
188775	9/4/2020	002856 AIRY'S, INC	23934		TV TRUCK - EQUIPMENT AND LABO	673.56
					Total :	673.56
188776	9/4/2020	019575 ALEJO, ANTONIO	082820		MOVING - REFUND OF VEHICLE ST	75.00
					Total :	75.00
188777	9/4/2020	002628 AMERICAN WATER	083120		AUG'20 SEWER TREATMENT BROC	46,357.92
					Total :	46,357.92
188778	9/4/2020	002470 AMPEST EXTERMINATION LLC	81623 81625		TREAT HORNETS' NESTS IN PKWY TREAT HORNETS' NESTS IN PKWY	175.00 175.00
					Total :	350.00
188779	9/4/2020	010953 BATTERIES PLUS - 277	P30629454		11.1 V LIION BATTERY	71.95
					Total :	71.95
188780	9/4/2020	002974 BETTENHAUSEN CONSTRUCTION SERV 200142			REMOVAL OF SPOILS FROM RECYC	750.00
					Total :	750.00
188781	9/4/2020	012966 BOLING, THOMAS	08-20		SHAREPOINT-MONTHLY MAINTEN/	1,237.50
					Total :	1,237.50
188782	9/4/2020	003013 BROWNELLS, INC.	19565564	VTP-017993	084-268-004WB~	3,334.23
					Total :	3,334.23
188783	9/4/2020	003504 C & M PIPE & SUPPLY CO., INC	14349	VTP-018008	CONCRETE MANHOLES	1,200.00
					Total :	1,200.00
188784	9/4/2020	003396 CASE LOTS INC	8115		CAN LINERS, TOILET PAPER,PAPEI	874.70

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188784	9/4/2020	003396	003396 CASE LOTS INC		(Continued)	Total : 874.70
188785	9/4/2020	003328	CATCHING FLUIDPOWER INC	F74059-001	MALE CONNECTOR	7.24
						Total : 7.24
188786	9/4/2020	003229	CED/EFENGEE	5025-532722	ELECTRICAL PARTS	880.20
				5025-534019	LIGHT BALLAST	103.35
				5025-534054	CLOCK ELECTRIC	43.62
				5025-534080	BALLASTS	14.94
						Total : 1,042.11
188787	9/4/2020	003606	CHICAGO SOUTHLAND CONV. V B	0820	JULY LIAB AUG COLL HOTEL ACCO	11,258.63
						Total : 11,258.63
188788	9/4/2020	012057	COMCAST CABLE	8771401810170142	ACCT#8771401810170142 16250 OF	233.35
				8771401810265348	ACCT#8771401810265348 6829 173	97.48
				8771401810784702	ACCT#8771401810784702 7825 167	81.16
						Total : 411.99
188789	9/4/2020	013878	COMED - COMMONWEALTH EDISON	2761036017	ACCT#2761036017 8317 AMBERLY	43.01
				2777112019	ACCT#2777112019 175TH & SANDL	87.74
				3214011009	ACCT#3214011009 16853 LAKEWO	179.65
				6483053261	ACCT#6483053261 17495 S LAGRAI	39.05
				6771163043	ACCT#6771163043 87TH AV 3PS 17	3,753.49
				7063131025	ACCT#7063131025 7813 174TH ST	181.95
				8363023007	ACCT#8363023007 179TH &82ND A	256.15
						Total : 4,541.04
188790	9/4/2020	018311	CONNECTION	70302502	24IN LED LDC MONITOR	327.50
				70302531	PRODESK 400 G5 DM	719.99
						Total : 1,047.49
188791	9/4/2020	012826	CONSTELLATION NEWENERGY, INC.	18210995401	ACCT#875222 UTIL#3613125002CU	656.27
				18210999601	ACCT#875223 UTIL#36701296006 C	341.13
				18211038701	ACCT#875225 UTIL#4373166015 CL	7,274.72
				18211056301	ACCT#875227 UTIL#5095140029 CL	1,817.86
						Total : 10,089.98

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
188792	9/4/2020	010846 COOK COUNTY CLERK	081920		CLERK'S STAMP ON PLAT OF SUBE	50.00
					Total :	50.00
188793	9/4/2020	003635 CROSSMARK PRINTING, INC	79892		VTP BUSINESS CARDS J.URBANSK	75.40
					Total :	75.40
188794	9/4/2020	012198 CRYDER ENTERPRISES, INC.	2583	VTP-017238	HYDRANT PAINTING PROJECT	4,980.00
					Total :	4,980.00
188795	9/4/2020	016498 CUNICO, DAVID J.	072020	VTP-017957	PERFORMANCE OF KO BOSSY AT	599.00
					Total :	599.00
188796	9/4/2020	017603 DANDAN, RICK TARIQ	083120		AUGUST '20 SERVICES INVOICE	14,432.50
					Total :	14,432.50
188797	9/4/2020	003864 DITCH WITCH MIDWEST	ESA005623-1 SIM-556	VTP-017976 VTP-017976	QUOTE DIRECTIONAL BORING MA REG FEE - QUOTE DIRECTIONAL B	192,382.95 158.00
					Total :	192,540.95
188798	9/4/2020	019581 DRIVER, JEREMY	Ref001395539		UB Refund Cst #00504165	6.70
					Total :	6.70
188799	9/4/2020	003770 DUSTCATCHERS INC	75498 75501		MATS-VILLAGE HALL MATS-PW GARAGE	65.93 99.08
					Total :	165.01
188800	9/4/2020	004152 ECOLAB PEST ELIMINATION INC.	9859805 9859806		ROACH/RODENT PROGRAM ROACH/RODENT PROGRAM - TRAI	474.44 86.48
					Total :	560.92
188801	9/4/2020	004111 EJ USA. INC	110200064677	VTP-018001	HYDRANT, MEGA LUGS & VALVE B	3,594.63
					Total :	3,594.63
188802	9/4/2020	011176 ELEMENT GRAPHICS & DESIGN, INC	16460 16480		GRAPHICS FOR VEHICLE GRAPHICS FOR VEHICLE	117.78 117.78
					Total :	235.56
188803	9/4/2020	011269 ELLIS, DON	134	VTP-017958	SOUND AND LIGHTS FOR SEPT 12	800.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188803	9/4/2020	011269 011269 ELLIS, DON			(Continued)	Total : 800.00
188804	9/4/2020	017807 EMERGENCY VEHICLE SERVICE INC.	7980 7981 7990		AXLE REPAIR INSPECTION OF VEHICLE A/C SERVICE AND PARTS	1,855.77 95.00 472.50 Total : 2,423.27
188805	9/4/2020	019561 ENDLESS COMMUNICATIONS USA LLC	DG-1037 DG-1052		PUSH TO TALK LTE DATA RADIO SV PUSH TO TALK RADIO SVC 9/1-9/30	30.55 30.00 Total : 60.55
188806	9/4/2020	017778 ENTRUST, INC	710034013	VTP-018004	<IT> - SECURITY CERTIFICATE REN	2,691.00 Total : 2,691.00
188807	9/4/2020	004176 FEDEX (FEDERAL EXPRESS)	7-104-94824		IT MAILINGS	34.90 Total : 34.90
188808	9/4/2020	012941 FMP	52-465436 52-465590 53-372128		BRAKE LINING SPARK PLUG GAS- A-JUST SHOCK	60.53 35.24 155.68 Total : 251.45
188809	9/4/2020	004346 FRAME TECH, INC.	36972		VEHICLE WORK - WHEEL ALIGN	65.00 Total : 65.00
188810	9/4/2020	019349 GARVEY'S OFFICE PRODUCTS	PINV1965659		PLAIN GUIDE TABS	85.82 Total : 85.82
188811	9/4/2020	019579 GEORGE, JOPHIA	090120		DUPLICATE PURCHASE OF STICKE	75.00 Total : 75.00
188812	9/4/2020	004386 GLOCK PROFESSIONAL, INC.	TRP/100141026		ARMORER'S COURSE K.SULLIVAN	250.00 Total : 250.00
188813	9/4/2020	012902 GO PARTS INC.	170946		OIL FILTERS AND CALIPER GREASI	220.84 Total : 220.84
188814	9/4/2020	015397 GOVTEMPSUSA LLC	3566259		7/26 & 8/02 PAULA WALLRICH	4,339.45

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188814	9/4/2020	015397 GOVTEMPSUSA LLC	(Continued) 3573966		8/9 & 8/16 PAULA WALLRICH	4,068.23
					Total :	8,407.68
188815	9/4/2020	019578 GRABER, STEPHEN & JEAN	090220		STICKER - SENIOR RATE WAS NOT	23.50
					Total :	23.50
188816	9/4/2020	019124 GRAFTON PLACE III	Ref001395301		Refund receipt #: 1546	45.00
					Total :	45.00
188817	9/4/2020	014491 HANSEN DOOR INC.	9226		REPLACE CABLE	313.04
					Total :	313.04
188818	9/4/2020	015545 IMAGING SYSTEMS, INC.	14220-01		PARTIAL HYLAND ONBASE SOFWA	66.67
					Total :	66.67
188819	9/4/2020	005127 INGALLS OCCUPATIONAL MEDICINE	2020-813		DRUG REPLACEMENT	444.00
					Total :	444.00
188820	9/4/2020	019572 J SQUARED MASONRY INC	1858E		FD#47 EMPLOYEE RECOGNITION E	2,000.00
					Total :	2,000.00
188821	9/4/2020	005617 LANDHEIM TRAINING CENTER	73705		BOARDING FOR YAMBO 7/25-7/31/2	272.00
					Total :	272.00
188822	9/4/2020	005222 LEE JENSEN SALES CO., INC.	0006904-00 0006905-00		SWITCH AND REPAIR REPAIR SCHONSTEDT	122.90 121.48
					Total :	244.38
188823	9/4/2020	018156 LUSBY JR, TERRY	082820		CAR WASH REIMBURSEMENT	23.00
					Total :	23.00
188824	9/4/2020	019379 MACQUEEN EMERGENCY GROUP	W00176		LADDER EQUIPMENT SERVICE	1,887.07
					Total :	1,887.07
188825	9/4/2020	012631 MASTER AUTO SUPPLY, LTD.	15030-92031 15030-92187 15030-92203		AC SEALING WASHER BRAKE PAD AND ROTOR BRAKE CALIPER AND LUBRICANT	5.67 154.75 30.66

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188825	9/4/2020	012631 MASTER AUTO SUPPLY, LTD.	(Continued) 15030-92209		2010 ESCAPE PARTS-INSULATOR,C	370.00
					Total :	561.08
188826	9/4/2020	005645 MEADE ELECTRIC COMPANY INC.	693442		TRAFFIC SIGNAL MAINTENANCE	495.00
					Total :	495.00
188827	9/4/2020	006074 MENARDS	91000 91485 91704 91717 91863		TRAILER HITCH SUPPLIES TRI-TAP CORDREEL METAL CUTTING TOOL AND MULTI HEX BOLT,LOCK NUT,HEX LAG UTILITY KNIFE, TAPE,BLADE KIT	139.00 29.97 25.79 49.44 63.32
					Total :	307.52
188828	9/4/2020	011724 METROPOLITAN MAYORS CAUCUS	2020-250		FY'20 CAUCUS DUES	2,551.64
					Total :	2,551.64
188829	9/4/2020	019316 MINUTEMAN SECURITY	40305	VTP-017978	ACTIVE DIRECTORY INTEGRATION	1,720.00
					Total :	1,720.00
188830	9/4/2020	005856 MONROE TRUCK EQUIPMENT,INC.	329918		CRYSTEEL AIR CYL KIT TAILGATE,C	550.99
					Total :	550.99
188831	9/4/2020	017651 MSC INDUSTRIAL SUPPLY CO.	4066887001		MAINTENANCE PARTS FOR STOCK	256.18
					Total :	256.18
188832	9/4/2020	005774 MUNICIPAL CLERK'S ASSOC OF	090120		MEMBERSHIP DUES KRISTIN THIRI	30.00
					Total :	30.00
188833	9/4/2020	014443 MURPHY & MILLER, INC	SVC00027375REV		BOILER SERVICE	2,866.00
					Total :	2,866.00
188834	9/4/2020	010266 NACOP	498365		NACOP ANNUAL MEMBERSHIP CHI	60.00
					Total :	60.00
188835	9/4/2020	015723 NICOR	01-98-15-10009 06821610000 53463710003		ACCT#01981510009 3968968 7780 \	39.04
					ACCT#06821610000 2769335 6640	41.76
					ACCT#53463710003 2912216 18241	40.80

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188835	9/4/2020	015723 NICOR	(Continued) 73675410002 74433410003 83523710008 96019958527		ACCT#73675410002 3561300 7800 ACCT#74433410003 3575402 7700 ACCT#83523710008 3026205 7980 ACCT#96019958527 4582666 7999	509.68 39.04 130.29 48.90 Total : 849.51
188836	9/4/2020	013096 PACE SYSTEMS INC	IN00032551 IN00032552	VTP-017947 VTP-017947	FIRE STATION 47 EAST PARKING L FIRE STATION 47 EAST PARKING L	1,525.00 45.00 Total : 1,570.00
188837	9/4/2020	006475 PARK ACE HARDWARE	064184/1 064185/1		ACCT#8813 WASP AND HORNET KI ACCT#89143 SCREEN REPAIR	22.36 144.44 Total : 166.80
188838	9/4/2020	017785 PASSWARE, INC	1808		PASSWARE KIT FORENSIC SUBSC	545.00 Total : 545.00
188839	9/4/2020	006780 POMP'S TIRE SERVICE, INC	410794748		TIRES	505.64 Total : 505.64
188840	9/4/2020	006507 POSTMASTER, U. S. POST OFFICE	090120		SEPTEMBER '20 WATER BILLS	2,469.17 Total : 2,469.17
188841	9/4/2020	006361 RAY O' HERRON CO INC	2046781-IN		BADGES	376.65 Total : 376.65
188842	9/4/2020	014974 RCM HEADSETS	0320166	VTP-017729	PLANTRONICS CA12CD-S ADAPTEI	1,153.00 Total : 1,153.00
188843	9/4/2020	019582 RICHARDSON, STEVE	Ref001395540		UB Refund Cst #00508249	48.49 Total : 48.49
188844	9/4/2020	006874 ROBINSON ENGINEERING CO. LTD.	20080326		20-R0599 173RD PL R.O.W EXHIBIT	2,000.00 Total : 2,000.00
188845	9/4/2020	007629 SAM'S CLUB DIRECT	081720		CANDY VH CLERK	111.80

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188845	9/4/2020	007629 007629 SAM'S CLUB DIRECT	(Continued)			Total : 111.80
188846	9/4/2020	015712 SANDENO EAST INC	5115		SURFACE WORK 8/18/20	422.00
						Total : 422.00
188847	9/4/2020	007453 SERVICE SANITATION, INC.	7919760		PORT A POTTY SERVICES	200.00
						Total : 200.00
188848	9/4/2020	002592 SPOK, INC.	D6092566U D6092566U		ACCT#6092566-6 PAGER SERVICE PAGER SERVICES	68.71 -20.00
						Total : 48.71
188849	9/4/2020	012238 STAPLES BUSINESS ADVANTAGE	3453582813 3453582814 3454097174 3454097176 3454097177 3454097178 3454097179 3454592007 3454592008		CORRECTION TAPE, DAB N SEAL TONER,BINDER CLIPS, PAPER CLIF FOLDER,PAD PAPER,STENO PAD,H HP TONER CLOROX WIPES ALOE FLIP TOP HAND SANITIZERS HAND SOAP REFILL STAPLER,TAPE,ADDING MACHINE,I PLATEN STD TT KIT	19.88 259.60 90.53 60.79 14.97 11.59 11.59 105.75 25.00
						Total : 599.70
188850	9/4/2020	015452 STEINER ELECTRIC COMPANY	S006710343.001		STRIP/CUT TOOL	19.72
						Total : 19.72
188851	9/4/2020	018878 SUPERION LLC	289025		CENTRAL SQUARE TECH MAINT-AI	104,595.11
						Total : 104,595.11
188852	9/4/2020	007297 SUTTON FORD INC./FLEET SALES	510217 510222 510479 510503 52-465590		RADIATOR KIT, DS7Z19B596A, BIN 79 THROTTLE SEAL SPARK PLUG	118.35 9.04 44.61 14.68 35.24
						Total : 221.92
188853	9/4/2020	019580 TENUTA, ALEX	Ref001395538		UB Refund Cst #00456461	161.08

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188853	9/4/2020	019580	019580 TENUTA, ALEX		(Continued)	Total : 161.08
188854	9/4/2020	018724	THE LOCKER SHOP		E 76554 SHORT 34.00 ES 76563 SHORTS 64.00 ES 76877 SHORT 32.00 O 77763 CARGO SHORT 49.00 O 77764 BELT AND BOOT 185.00 OE 76628 SHORTS 162.00 OE 76651 ZIP SHIRT 84.00 OE 76652 ZIP SHIRT 79.00 OE 77765 CAP AND POLO 150.00 OE 77766 CAP,TROUSERS,SWEATPANTS 166.00 OE 77767 SHORTS 34.00 OE76556 SHIRT 84.00 OES 74677 SHORTS 32.00 OES 76653 SHORTS 64.00 OES 76815 ZIP SHIRT AND SHORT 101.00 OES 76841 ZIP SHIRT 79.00 OES 77754 SHORTS 32.00 OES 77755 WINDSHIRT,SHORT,BOOT,LONG S 226.00 OES 77756 SHORTS 32.00 OES 77757 ZIP SHIRT 69.00 OES 77758 SHORTS 64.00 OES 77759 SHORTS 64.00 OES 77760 POLO SHIRT 57.00 OES 77761 SHORTS 32.00 OES 77762 POLO,TSHIRT,SHORT,WINDSHIRT 201.00 OESH 76562 RESPONDER JACKET 289.00 Total : 2,465.00	
188855	9/4/2020	019560	THE STANDARD COMPANIES	134286	VTP-018015 3M CHEMICAL SUPPLIES	1,626.66 Total : 1,626.66
188856	9/4/2020	012480	TOTAL ADMINISTRATIVE SERV.CORP	IN1824761	FSA ADMIN FEES 10/1-10/31/20	213.39 Total : 213.39
188857	9/4/2020	019006	TRAFFIC CONTROL COMPANY	18359	VTP-017855 PAVEMENT STRIPING	26,488.34

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188857	9/4/2020	019006 019006 TRAFFIC CONTROL COMPANY	(Continued)			Total : 26,488.34
188858	9/4/2020	011385 UGN, INC.	083120		7TH AND FINAL PROPERTY TAX RE	6,000.00
						Total : 6,000.00
188859	9/4/2020	008040 UNDERGROUND PIPE & VALVE CO	044229-01 044546	VTP-017982	VARIOUS UNDERGROUND PLUMBI 8" X 16" REPAIR CLAMPS	600.00 470.00
						Total : 1,070.00
188860	9/4/2020	008085 VERMEER MIDWEST/VERMEER IL	PF3473 PF3515	VTP-018005 VTP-018005	FEED ROLLER PARTS FOR CHIPPE FEED ROLLER PARTS FOR CHIPPE	3,630.97 729.70
						Total : 4,360.67
188861	9/4/2020	012368 VISION INTEGRATED GRAPHICS,LLC	539193		VEHICLE STICKERS#9 WINDOW EN	493.78
						Total : 493.78
188862	9/4/2020	010165 WAREHOUSE DIRECT WORKPL SOLTNS	4737162-1 4746453-1		TRIMMER 12" MARKER	47.88 13.17
						Total : 61.05
188863	9/4/2020	011055 WARREN OIL CO.	W1331571 W1331572		N.L. GAS USED 7/31-8/17/20 DIESEL USED 07/31/20 TO 8/17/20	13,797.34 1,876.67
						Total : 15,674.01
188864	9/4/2020	013263 WEST SIDE TRACTOR SALES	S86997		STREET PAD	120.99
						Total : 120.99
92 Vouchers for bank code : apbank						Bank total : 508,887.48

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Bank code : ipmq

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>	
2753	9/1/2020	018837	INSURANCE PROGRAM MANAGERS GR	200304W014	PAYEE-INGALLS OCCUPATIONAL H	126.85	
Total :						126.85	
2754	9/1/2020	018837	INSURANCE PROGRAM MANAGERS GR	200721W020	PAYEE-INGALLS OCCUPATIONAL H	129.07	
Total :						129.07	
2755	9/1/2020	018837	INSURANCE PROGRAM MANAGERS GR	200803W006	PAYEE-PAMELA YOUNKER	1,113.02	
Total :						1,113.02	
2756	9/1/2020	018837	INSURANCE PROGRAM MANAGERS GR	200219W023	PAYEE-PETERSON JOHNSON & ML	591.50	
Total :						591.50	
4 Vouchers for bank code : ipmq						Bank total :	1,960.44
96 Vouchers in this report						Total vouchers :	510,847.92

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

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

_____ Village President

_____ Village Clerk

_____ Date

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Voucher List
Village of Tinley Park

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Bank code : ap_lib

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
69318	9/11/2020	017378 SIKICH LLP	460840		AUDIT FOR YE 4/30/20 -PROFESSIC 07-00-000-72845	4,070.34
Total :						4,070.34
1 Vouchers for bank code : ap_lib						Bank total : 4,070.34

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Village of Tinley Park

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188865	9/8/2020	011416 VERIZON WIRELESS	9861303602		ACCT#442345192-00001 WTR REPE 60-00-000-72127 63-00-000-72127 64-00-000-72127	21.29 21.29 18.26 Total : 60.84
188867	9/11/2020	014739 3M	9408611735	VTP-018010	SIGN MATERIALS 01-26-023-73830	3,119.85 Total : 3,119.85
188868	9/11/2020	002470 AMPEST EXTERMINATION LLC	81805		WASP SERVICE 01-26-023-72790	175.00 Total : 175.00
188869	9/11/2020	019420 APPLIED COMMUNICATIONS GROUP	4564JE20	VTP-017811	FIRE STATION 47 AUDIO CABLING 01-26-025-72520	1,222.00 Total : 1,222.00
188870	9/11/2020	011944 AUTOMATIONDIRECT.COM, INC.	11279881		EA9 TOUCH SERIES SCREEN HMI ; 64-00-000-72525	564.00 Total : 564.00
188871	9/11/2020	003166 B & J TOWING AND AUTO REPAIR	17564		TOWING SERVICES 01-26-023-72266	84.00 Total : 84.00
188872	9/11/2020	010953 BATTERIES PLUS - 277	P30687303		BATTERY 14-00-000-74150	140.00 Total : 140.00
188873	9/11/2020	002974 BETTENHAUSEN CONSTRUCTION SERV	200144 200145		REMOVAL OF SPOILS FROM RECYC 01-26-023-72890 LIMESTONE DELIVERED TO STOR/ 01-26-023-73860 70-00-000-73860 60-00-000-73860 63-00-000-73860 64-00-000-73860	500.00 120.00 40.00 151.20 16.80 72.00

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Village of Tinley Park

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188873	9/11/2020	002974	BETTENHAUSEN CONSTRUCTION SERV (Continued) 200147		HAULING SPOILS FROM RECYCLIN 01-26-023-72890	210.00
					60-00-000-73681	308.70
					63-00-000-73681	34.30
					64-00-000-73681	147.00
			200149		HAULING SPOILS TO CHICAGO STI 01-26-023-72890	255.00
					60-00-000-73681	374.85
					63-00-000-73681	41.65
					64-00-000-73681	178.50
					Total :	2,450.00
188874	9/11/2020	002923	BLACK DIRT INC.	062020-301	4 WHEEL - BLACK DIRT 01-26-023-73680	720.00
				062020-310	4WHEEL BLACK DIRT 01-26-023-73680	360.00
					Total :	1,080.00
188875	9/11/2020	019588	BOHNE, CAROLE	Ref001395772	UB Refund Cst #00473153 60-00-000-20599	44.00
					Total :	44.00
188876	9/11/2020	018420	BOUND TREE MEDICAL LLC	83757276	STETHOSCOPE PART OF P.O.VTP- 01-19-000-73115	31.68
					Total :	31.68
188877	9/11/2020	003396	CASE LOTS INC	8485	MULTIFOLD PAPERTOWELS 01-26-025-73580	115.60
					Total :	115.60
188878	9/11/2020	003243	CDW GOVERNMENT INC	ZVS1378	<IT> - MCAFFEE VIRUSSCAN ENT SI 01-16-000-72655	324.10
			ZXC4337	VTP-017999	<FIN> - TABLET FOR REMOTE ACC 01-16-000-74128	1,689.10
				VTP-018017	Total :	2,013.20

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
188879	9/11/2020	003229 CED/EFENGEE	5025-534090		BULBS 01-26-024-73570	165.12
Total :						165.12
188880	9/11/2020	017349 CHICAGO STREET CCDD, LLC	19531		DUMP FEES 01-26-023-72890	210.00
Total :						210.00
188881	9/11/2020	013820 CINTAS CORPORATION	5028892226		MEDICINE CABINET - PUBLIC SAFE 01-26-025-73117	173.10
			5028892237		MEDICINE CABINET - PUMP HOUSE 01-26-025-73117	72.78
			5028892254		MEDICINE CABINET - PW GARAGE 01-26-025-73117	292.41
			5028892265		MEDICINE CABINET - PD 01-26-025-73117	148.16
			5028892273		MEDICINE CABINET - PUMP HOUSE 01-26-025-73117	40.09
			5028892287		MEDICINE CABINET - SHOOTING R 01-26-025-73117	44.57
			5028892295		MEDICINE CABINET - VILLAGE HAL 01-26-023-73117	113.50
Total :						884.61
188882	9/11/2020	018311 CONNECTION	70340972		WYSE 3040 THIN CLIENT 16G FLAS 01-16-000-74128	659.06
Total :						659.06
188883	9/11/2020	012410 CONSERV FS, INC.	66038679		CUST ID 2741850 CURLEX ERO BLA 60-00-000-73680	60.66
					63-00-000-73680	6.74
					64-00-000-73680	28.89
			66038682		CUST ID 2741850 ROUNDUP PROM 01-26-023-73550	120.64
			66038709		CUST ID 2741850 STRUCTRON 60-00-000-73410	38.13
					63-00-000-73410	4.24

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188883	9/11/2020	012410 CONSERV FS, INC.	(Continued)		64-00-000-73410	18.15
					Total :	277.45
188884	9/11/2020	012826 CONSTELLATION NEWENERGY, INC.	18211007601		ACCT#875224 UTIL#3784068018CU	
					60-00-000-72510	4,826.83
					63-00-000-72510	4,826.83
					Total :	9,653.66
188885	9/11/2020	018234 CORE & MAIN LP	M905203		SEWER TILE	
				VTP-018011	01-26-023-73790	1,992.00
					Total :	1,992.00
188886	9/11/2020	003635 CROSSMARK PRINTING, INC	79957		BUSINESS CARDS K.KARCZEWSKI	
					01-33-300-72310	37.70
					01-33-310-73110	37.70
					Total :	75.40
188887	9/11/2020	012198 CRYDER ENTERPRISES, INC.	2585		HYDRANT PAINTING PROJECT	
				VTP-017238	60-00-000-72790	4,980.00
					Total :	4,980.00
188888	9/11/2020	014690 DARLING INGREDIENTS INC	11212313		PANDEMIC SANITATION TRAPS	
					01-26-025-72530	137.00
					Total :	137.00
188889	9/11/2020	011187 DURKIN ELECTRIC CO INC	11907		REBUILD STARTER WITH TECH - 18	
					60-00-000-72528	540.00
					63-00-000-72528	540.00
					Total :	1,080.00
188890	9/11/2020	003770 DUSTCATCHERS INC	75500		MATS - PD	
					01-26-025-72790	85.41
					Total :	85.41
188891	9/11/2020	004094 EJ EQUIPMENT INC.	W10014		REPAIR OF CAMERA TRANSPORTE	
				VTP-017980	64-00-000-72552	6,146.58

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
188891	9/11/2020	004094	004094 EJ EQUIPMENT INC.		(Continued)	Total : 6,146.58
188892	9/11/2020	004111	EJ USA. INC		110200066271	
				VTP-018009	SEWER LID COVERS 01-26-023-73790	1,317.28
					Total :	1,317.28
188893	9/11/2020	016212	F H PASCHEN, S N NIELSEN &		1550-360-2	
					11-082 TP 80TH AV METRA STN PH 33-00-000-75126	79,576.51
					Total :	79,576.51
188894	9/11/2020	012941	FMP		50-3021143	
					ALTERNATOR ASY 01-26-023-72540	189.19
					50-3024984	
				VTP-018030	BOTH REAR HUB ASSEMBLY KITS I 01-26-024-72540	700.00
					52-466226	
					V-BELT 01-26-023-72540	33.17
					52-466392	
					CERAMIC DISC PAD SET AND FVP I 01-26-024-72540	85.00
					Total :	1,007.36
188895	9/11/2020	017794	FOSTER & FOSTER, INC.		17960	
					PENSION VALUATION PREPARATIC 01-14-000-72851	7,316.00
					Total :	7,316.00
188896	9/11/2020	011611	FOX VALLEY FIRE & SAFETY CO.		IN00370837	
				VTP-017869	RADIO MAINTENANCE 7/1-7/31/20 14-00-000-72750	8,466.50
					IN00377435	
				VTP-017869	RADIO MAINTENANCE 8/1-/31/20 14-00-000-72750	8,481.25
					Total :	16,947.75
188897	9/11/2020	002877	G. W. BERKHEIMER CO., INC.		721804	
					FILTERS 01-26-025-72520	126.21
					Total :	126.21
188898	9/11/2020	016889	GALLAGHER MATERIALS INC.		16505	
				VTP-017991	COLD PATCH UPM 90 - HIGH PERF 01-26-023-73780	3,063.75
					Total :	3,063.75

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
188899	9/11/2020	004438 GRAINGER	9627188841		ALKALINE BATTERY 01-26-025-73870	23.38
			9632491016		MARKING PAINTS AND ANTI-FATIGU 01-26-025-73870	255.43
			9634346598		MARKING SPRAY 01-26-023-73620	48.18
			9635094932		RED SAFETY CAN 01-26-025-73410	25.46
			9637866816		MARKING CHALK 01-35-000-72954	66.64
Total :						419.09
188900	9/11/2020	014491 HANSEN DOOR INC.	9253		RE-ATTACHED CABLE ONTO DRUM 01-26-025-72520	165.00
Total :						165.00
188901	9/11/2020	018816 HEARTLAND CUSTOMER SOLUTIONS	INV1123582	VTP-017969	<PD> - REPAIRS TO TOUGHBOOK 01-17-220-72567	273.20
Total :						273.20
188902	9/11/2020	010380 HEARTLAND SERVICES, INC.	INV1123759	VTP-018000	<IT> - TOUGHBOOK REPAIR 01-17-220-72565	298.19
Total :						298.19
188903	9/11/2020	001487 HOMEWOOD DISPOSAL SERVICE	7055694		30YD EXHCHANGE HAUL AND DUM 01-26-023-72890	362.65
			7071496		HWD TRANSFER SWEEPINGS 01-26-023-72890	2,994.50
Total :						3,357.15
188904	9/11/2020	005186 INTERSTATE BATTERY SYSTEM	58009303		BATTERY 60-00-000-72540	125.95
					63-00-000-72540	41.98
					64-00-000-72540	71.97
Total :						239.90
188905	9/11/2020	004875 IRMA	SALES0018578		AUGUST'20 DEDUCTIBLE	

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
188905	9/11/2020	004875 IRMA	(Continued)		60-00-000-72541	2,730.00
					64-00-000-72541	1,170.00
					70-00-000-72541	580.00
					01-14-000-72541	-81.00
					Total :	4,399.00
188906	9/11/2020	007222 J.C.SCHULTZ ENTERPRISES	0000469509		FLAGS	
					01-26-025-73112	250.00
					Total :	250.00
188907	9/11/2020	019589 JUDEH, REEM	Ref001395773		UB Refund Cst #00507882	
					60-00-000-20599	220.73
					Total :	220.73
188908	9/11/2020	016616 KURTZ AMBULANCE SERVICE INC.	10605		EMS SERVICE AGREEMENT 8/1-8/3	
					01-21-000-72856	36,477.83
					Total :	36,477.83
188909	9/11/2020	019590 KYLE WILLIAMS, ERIKA &	Ref001395774		UB Refund Cst #00509800	
					60-00-000-20599	22.54
					Total :	22.54
188910	9/11/2020	016801 LIBERTY FLAG & BANNER	17532		FLAGS AND FLAGPOLES	
					01-26-025-73112	1,140.00
					Total :	1,140.00
188911	9/11/2020	019023 M & F SERVICES ONE INC	2229		TESTING AND REPAIR ON BACKFL	
					01-26-025-72520	1,962.55
					Total :	1,962.55
188912	9/11/2020	003440 M. COOPER WINSUPPLY CO.	006935 01		CLOS AND VB REPAIR KIT	
			007011 01		01-26-025-72520	33.28
					TOILET REPAIR KITS	
					01-26-025-72520	3.30
					Total :	36.58
188913	9/11/2020	013969 MAP AUTOMOTIVE OF CHICAGO	40-577548		SPARK PLUG AND PLENUM GSK	

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188913	9/11/2020	013969	MAP AUTOMOTIVE OF CHICAGO	(Continued)		
			40-577978		01-17-205-72540	30.96
					FILTER	
					60-00-000-72540	27.36
					63-00-000-72540	9.12
					64-00-000-72540	15.63
					Total :	83.07
188914	9/11/2020	012631	MASTER AUTO SUPPLY, LTD.	15030-92411	DISC CALIPER PIN AND BOOT	
					01-17-205-72540	24.29
					Total :	24.29
188915	9/11/2020	019587	MC CABE, HUGH	Ref001395771	UB Refund Cst #00468521	
					60-00-000-20599	108.70
					Total :	108.70
188916	9/11/2020	005844	MCDONALD'S	090820	PRISONER MEALS AUG'20	
					01-17-220-72230	125.82
				090920	PRISONER MEAL JULY'20	
					01-17-220-72230	156.10
					Total :	281.92
188917	9/11/2020	006074	MENARDS	91703	MAGIC TAPE	
					01-26-025-73110	17.94
				91802	TIDE	
					01-26-025-73580	39.88
				91914	STOPS RUST LEATHER BROWN AN	
					01-26-025-73620	13.83
				91928	WATER	
					01-26-024-73115	3.08
					60-00-000-73115	4.30
					64-00-000-73115	1.84
					01-26-023-73115	6.14
				92049	PAINT REMOVER,PAINT,BRUSH,GR	
					01-26-023-73410	105.36
				92052	GRAFFITI REMOVAL EQUIPMENT	
					01-26-023-73410	178.97

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188917	9/11/2020	006074 MENARDS	(Continued) 92057		TUBE CUTTER 01-26-025-73410	14.69
			92072		PAINT REMOVAL,PAINT TRAY, PAIN 01-26-023-73410	91.81
			92111		ROTRAC CUTTER WHEEL 01-26-025-73410	11.98
			92302		SOLO TANK SPRAYER 01-26-023-73410	34.99
			92316		HEADSET,BOLT,METRIC THREAD II 60-00-000-73410	74.01
					63-00-000-73410	8.22
					64-00-000-73410	35.24
			92318		METAL BOX,COVER,COMBO RD ME 01-26-025-73840	7.88
			92330		METAL CUTTING, HOOK,CENTER P 60-00-000-73410	24.00
					63-00-000-73410	2.67
					64-00-000-73410	11.43
					Total :	688.26
188918	9/11/2020	012517 MERIDIAN IT INC	480708	VTP-018023	<IT> - MAINT RENEWAL - EMAIL AR 01-16-000-72756	2,045.45
					Total :	2,045.45
188919	9/11/2020	005856 MONROE TRUCK EQUIPMENT,INC.	330005		MUNCIE,SOLENOID,VALVE 01-26-023-72530	258.70
			R78119		INSTALL REAR DUMP HINGES ON L 60-00-000-72540	1,117.26
				VTP-018020	63-00-000-72540	372.42
				VTP-018020	64-00-000-72540	638.44
					Total :	2,386.82
188920	9/11/2020	017764 MONTANA & WELCH, LLC.	12926		PROFESSIONAL SERVICES FOR JL 01-14-000-72876	2,047.50
					Total :	2,047.50

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188921	9/11/2020	017651 MSC INDUSTRIAL SUPPLY CO.	TPCS-08-20		CONSULTING SVC CIMP AUG'20 11-00-000-74150	12,232.50
					Total :	12,232.50
188922	9/11/2020	015386 MUNICIPAL GIS PARTNERS, INC	5297		GIS STAFFING AUG'20 01-16-000-72652 60-00-000-72652 63-00-000-72652 64-00-000-72652	4,998.95 3,199.33 299.93 1,499.69
					Total :	9,997.90
188923	9/11/2020	015723 NICOR	09977410001		ACCT#09-97-74-10001 5146885 780 01-26-025-72511	134.27
			12213610004		ACCT#12213610004 5031396 7825 \	129.50
					01-26-025-72511	
					Total :	263.77
188924	9/11/2020	006178 NORMAN'S	43319		BUNTING CLEANING 01-26-025-73870	24.00
			44117		BUNTING CLEANING 01-26-025-73870	90.00
			52723		BUNTING CLEANING 01-26-025-73870	25.95
					Total :	139.95
188925	9/11/2020	010135 ONSITE COMMUNICATIONS USA, INC	50489		SERVICE FOR PHONE DISPATCH 11-00-000-72750	1,015.00
			50492		MOTOROLA REMOTE DESK HANDS 30-00-000-75812	1,975.00
					Total :	2,990.00
188926	9/11/2020	015448 PANDUIT CORPORATION	090820		10TH PROPERTY TAX REBATE 01-97-000-79128	76,002.00
					Total :	76,002.00
188927	9/11/2020	006475 PARK ACE HARDWARE	036663/2		ACCT#891432 EXTENTION POLE,TF 01-26-023-73840	19.98

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188927	9/11/2020	006475 PARK ACE HARDWARE	(Continued) 064209/1		ACCT#891432 BUNGEE CORD 01-26-023-73410	4.78
			064216/1		ACCT#89143 WALL PLATE AND DO 01-26-025-72520	10.37
			064224/1		ACCT#891431 FILE HANDLE WOOD 60-00-000-73410	17.50
					63-00-000-73410	1.94
					64-00-000-73410	8.33
			064234/1		ACCT#891431 STRIPPER BLADE, G 60-00-000-73410	4.32
					63-00-000-73410	0.48
					64-00-000-73410	2.06
			064235/1		ACCT#891431 PLASTIC TOGG 1/8 S 60-00-000-73410	9.96
					63-00-000-73410	1.11
					64-00-000-73410	4.74
Total :						85.57
188928	9/11/2020	006780 POMP'S TIRE SERVICE, INC	690087916		SERVICE CALL-TIRE REPAIR 112, 1	
				VTP-018026	01-26-023-73560	312.00
				VTP-018026	60-00-000-73560	223.12
				VTP-018026	63-00-000-73560	74.38
				VTP-018026	64-00-000-73560	127.50
Total :						737.00
188929	9/11/2020	013587 PROSHRED SECURITY	990064967		SHREDDING SERVICES	
					01-17-205-72750	120.00
					01-14-000-72750	100.00
Total :						220.00
188930	9/11/2020	018454 R.C.WEGMAN CONSTRUCTION CO	090220		#16 FINAL PAYMENT FIRE STATION	
					33-00-000-75907	161,605.00
Total :						161,605.00
188931	9/11/2020	019431 RESTORE RESTORATION INC	SI-13043		TINLEY PARK METRA STATION CLE	
				VTP-017839	01-26-025-72525	1,600.00

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188931	9/11/2020	019431	019431 RESTORE RESTORATION INC	(Continued)		Total : 1,600.00
188932	9/11/2020	015230	RIDGE LANDSCAPE SERVICES LLC	7323	SOD REPAIRS 60-00-000-72881 63-00-000-72881 64-00-000-72881	770.00 770.00 660.00 Total : 2,200.00
188933	9/11/2020	006974	RINGHOFER, WILLIAM	090320	HEALTH INSURANCE REIM SEPT'20 01-17-205-72435	593.13 Total : 593.13
188934	9/11/2020	016334	RUSH TRUCK CENTERS	3019858731	RECALIBRATE SERVICES 01-26-023-72540	612.00 Total : 612.00
188935	9/11/2020	007629	SAM'S CLUB DIRECT	081820 082120 082620 082720	VENDNG MACHINE SNACKS 01-14-000-73115 VENDING MACHINE DRINKS 01-14-000-73115 COPY PAPER AND TAPE - VH 01-14-000-73110 TOWELS AND WATER 01-26-025-73115	169.84 90.10 121.90 48.82 Total : 430.66
188936	9/11/2020	007453	SERVICE SANITATION, INC.	8010251	RESTROOM- FIREMAN TRAINING C 01-19-000-72750	158.52 Total : 158.52
188937	9/11/2020	012256	SIGNIFICANT DIGITS, INC.	20DM-002B-269	ANNUAL LICENSING SDREADER R 60-00-000-72655 63-00-000-72655 64-00-000-72655	346.50 38.50 165.00 Total : 550.00
188938	9/11/2020	017378	SIKICH LLP	460840	AUDIT FOR YE 4/30/20 -PROFESSIC 64-00-000-72845	2,112.02

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188938	9/11/2020	017378 SIKICH LLP	(Continued)		70-00-000-72845	341.91
					01-14-000-72845	4,395.95
					12-00-000-72845	2,279.39
					16-00-000-72845	407.03
					18-00-000-72845	488.44
					20-00-000-72845	488.44
					27-00-000-72845	488.44
					60-00-000-72845	3,696.03
					63-00-000-72845	1,232.01
					Total :	15,929.66
188939	9/11/2020	019586 SIP WINE BAR INC	8-29-2020-1		BENCHES ON THE AVENUE ARTIST	
				VTP-018032	01-35-000-72923	552.89
					Total :	552.89
188940	9/11/2020	015452 STEINER ELECTRIC COMPANY	S006715599.001		OUTLETS FOR S.E. PARKING LOT	
					01-26-025-73570	35.54
					Total :	35.54
188941	9/11/2020	012001 TAPCO	I677613		SOLAR MESSAGE BOARD	
				VTP-017965	30-00-000-74621	16,520.02
					Total :	16,520.02
188942	9/11/2020	018607 TELCOM INNOVATIONS GROUP, LLC	A55682		PHONE REMOTE SERVICE WORK -	
			A55683		01-26-025-72777	227.50
					REMOTE PHONE SERVICES FOR P	
					01-26-025-72777	2,177.50
					Total :	2,405.00
188943	9/11/2020	017520 THE COP FIRE SHOP	200882		POLO	
					01-17-220-73610	50.85
					Total :	50.85
188944	9/11/2020	018724 THE LOCKER SHOP	77981		BELT	
			ES 77445		01-19-000-73610	26.00
					SHIRTS AND SHORTS	

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188944	9/11/2020	018724 THE LOCKER SHOP	(Continued)			
			ES 77447		01-19-000-73610 BELT,SHIRT,BOOT,SWEATPANT	220.00
			OE 77980		01-19-000-73610 SWEATPANTS,SHORT,BOOT	255.00
			OES 76875		01-19-000-73610 SHIRTS	284.00
			OES 77178		01-19-000-73610 SHIRTS,PANT,BOOT	148.00
			OES 77179		01-19-000-73610 SHIRTS,PANT, AND BOOT	396.00
			OES 77446		01-19-000-73610 BOOT,SHORT,CAP,SHIRT,BELT,PA	396.00
			OES 77494		01-19-000-73610 CAP,SHORT,SHIRT	427.00
			OES 77978		01-19-000-73610 SHIRTS AND BELT	347.00
			OES 77979		01-19-000-73610 SHIRTS,JACKET,CAP,BELT	104.00
			OES 77982		01-19-000-73610 CAP,SHIRT,SHORTS,CAP,SWEATP	225.00
			S 77474		01-19-000-73610 TSHIRTS	286.00
			S 77591		01-19-000-73610 TSHIRTS	76.00
					01-19-000-73610	32.00
					Total :	3,222.00
188945	9/11/2020	014854 THOMSON REUTERS-WEST PYMNT CTF	842940578		REFERENCE STANDING ORDER 8/	
					01-17-225-72852	199.94
					Total :	199.94
188946	9/11/2020	012187 TOTAL AUTOMATION CONCEPTS, INC	W21675		REPLACE VICONICS THERMOSTAT	
			W21677		01-26-025-72530 FD#1 AIR HANDLER SERVICE	1,001.82
			W21746		01-26-025-72530 SERVICE FOR LIGHTING CONTROL	1,645.25

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>	
188946	9/11/2020	012187	TOTAL AUTOMATION CONCEPTS, INC	(Continued)	01-26-025-72520	89.00	
					Total :	2,736.07	
188947	9/11/2020	007930	TRANS UNION	08000335	SUMMARY,CRD REPRT,ALRT,DREC 01-17-225-72852	121.25	
					Total :	121.25	
188948	9/11/2020	008085	VERMEER MIDWEST/VERMEER IL	PF3800	PRE-CLEANER STREET 01-26-023-72530	124.38	
					Total :	124.38	
188949	9/11/2020	004192	VILLAGE OF FRANKFORT	400-1000-00-01	400-1000-00-01 BRKSIDE GLEN SUI 64-00-000-73227	132,165.88	
					Total :	132,165.88	
188950	9/11/2020	006362	VILLAGE OF OAK LAWN	1-9990015-00	ACCT#1-9990015-00 8/1/20-9/1/20 60-00-000-73220 63-00-000-73220	999,291.49 922,422.92	
					Total :	1,921,714.41	
188951	9/11/2020	010165	WAREHOUSE DIRECT WORKPL SOLTNS	4754530-0	PAPER,DESK PAD 60-00-000-73110 63-00-000-73110 64-00-000-73110 01-26-023-73110 01-26-025-73110	14.85 1.65 7.07 23.56 299.88	
					Total :	347.01	
188952	9/11/2020	018766	WEST CENTRAL MUNICIPAL	0007035-IN	MEMBERSHIP DUES - SUBURB TRE 01-26-023-72720	575.00	
					Total :	575.00	
188953	9/11/2020	008342	WHOLESALE DIRECT, INC.	000247313	HITCH 01-26-024-72540	259.25	
					Total :	259.25	
88 Vouchers for bank code : apbank						Bank total :	2,571,106.24

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>	
2757	9/8/2020	018837	INSURANCE PROGRAM MANAGERS GRI 200803W006		PAYEE-ADVANET 01-14-000-72542	117.79	
					Total :	117.79	
2758	9/8/2020	018837	INSURANCE PROGRAM MANAGERS GRI 190326W026		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	448.50	
					Total :	448.50	
2759	9/8/2020	018837	INSURANCE PROGRAM MANAGERS GRI 191105W030		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	39.00	
					Total :	39.00	
2760	9/8/2020	018837	INSURANCE PROGRAM MANAGERS GRI 200211W025		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	214.50	
					Total :	214.50	
2761	9/8/2020	018837	INSURANCE PROGRAM MANAGERS GRI 2003* 2005* 2007*		PAYEE-ALPHA REVIEW CORPORAT 60-00-000-72542 63-00-000-72542 64-00-000-72542 01-14-000-72542 60-00-000-72542 63-00-000-72542 64-00-000-72542 01-14-000-72542 60-00-000-72542 63-00-000-72542 64-00-000-72542 60-00-000-72542 63-00-000-72542 64-00-000-72542 01-14-000-72542	0.65 0.12 0.34 120.33 17.25 3.28 8.80 9.31 4.51 0.86 2.30 3.60 0.69 1.84 11.02	
					Total :	184.90	
5 Vouchers for bank code : ipmq						Bank total :	1,004.69
94 Vouchers in this report						Total vouchers :	2,576,181.27

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

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

_____ Village President

_____ Village Clerk

_____ Date

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

ORDINANCE
NO. 2020-O-050

**AN ORDINANCE GRANTING A SPECIAL USE FOR A PLANNED UNIT
DEVELOPMENT TO ALLOW FOR THE REDEVELOPMENT OF TINLEY PARK
PLAZA LOCATED AT 15915-16205 S. HARLEM AVENUE
(BRIXMOR PROPERTY GROUP ON BEHALF OF BRIXMOR/IA TINLEY PARK
PLAZA, LLC, A DELAWARE LIMITED LIABILITY COMPANY**

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. 2020-O-050**AN ORDINANCE GRANTING A SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT TO ALLOW FOR THE REDEVELOPMENT OF TINLEY PARK PLAZA LOCATED AT 15915-16205 S. HARLEM AVENUE (BRIXMOR PROPERTY GROUP ON BEHALF OF BRIXMOR/IA TINLEY PARK PLAZA, LLC, A DELAWARE LIMITED LIABILITY COMPANY)**

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 Planned Unit Development to allow for the redevelopment of Tinley Park Plaza located at 15915-16205 S. Harlem Avenue, Tinley Park (“Subject Property”), has been filed by Brixmor Property Group on behalf of Brixmor/IA Tinley Park Plaza, LLC, a Delaware limited liability company (“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 should be granted on August 20, 2020, at the Village Hall of this Village of Tinley Park (“Village”), and by teleconference per Gubernatorial Executive Order 2020-18 and the “Village of Tinley Park Temporary Public Participation Rules & Procedures”, at which time all persons 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 has filed its report of findings and recommendations regarding the Special Use 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; 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 Planned Unit Development set forth in Section VII.C, the Special Use Permit as set forth in Section X.J.5 of the Zoning Ordinance, and the Site Plan and Architecture as set forth in Section III.U., and the proposed granting of the PUD and 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.

Section VII.C. Standards: No Planned Unit Development (PUD) shall be authorized by the Village Board unless the following standards and criteria are met:

- A. The site of the proposed planned unit development is not less than five (5) acres in area, is under single ownership and/or unified control, and is suitable to be planned and developed, or redeveloped, as a unit and in a manner consistent with the purpose and intent of this Ordinance and with the Comprehensive Plan of the Village. *The Property is greater than five acres and is under the single ownership and control of the applicant, Centro/IA Tinley Park Plaza, LLC.*
- B. The planned development will not substantially injure or damage the use, value and enjoyment of the surrounding property nor hinder or prevent the development of surrounding property in accordance with the land use plan of the Village. *The Special Use will not be injurious to the use and enjoyment of other property in the immediate area, nor substantially diminish and impair property values within the neighborhood as the property currently operates as a community shopping center with similar uses. The site will be well-landscaped with appropriate screening. The building will be constructed with quality materials. The project will be constructed meeting current Village building codes and is among the highest and best uses for a parcel at a heavily traveled intersection and is in conformance with the Village of Tinley Park Comprehensive Plan.*
- C. The uses permitted in the development are necessary or desirable and that the need for such uses has been clearly demonstrated. *The redevelopment of the center will allow for the continuation of existing uses and will include the addition of new retail which is consistent with the zoning for the property.*

- D. The proposed development will not impose an undue burden on public facilities and services, such as sewer and water systems, police and fire protection. *Tinley Park Plaza has operated as a commercial center for approximately 30 years and has been adequately supplied with utilities, and police and fire protection.*
- E. The proposed development can be substantially completed within the period of time specified in the schedule of development submitted by the developer. *The developer has provided a timeline which provides for occupancy of the grocer by fall of 2021.*
- F. The street system serving the planned development is adequate to carry the traffic that will be imposed upon the streets by the proposed development, and that the streets and driveways on the site of the planned development will be adequate to serve the residents or occupants of the proposed development. *The proposed improvements are to a shopping center that currently operates with adequate ingress and egress access that minimizes traffic congestion in the public streets. All major drive aisles have been designed to meet code requirements; turning radii have been provided for delivery vehicles, garbage and fire trucks.*
- G. When a Planned Unit Development proposes the use of private streets, common driveways, private recreation facilities or common open space, the developer shall provide and submit as part of the application the method and arrangement whereby these private facilities shall be operated and maintained. *All access to the plaza is by way of public right-of-way. In some areas where the public sidewalk encroaches private property and public access easement is provided.*
- H. The general development plan shall contain such proposed covenants, easements and other provisions relating to the bulk, location and density of residential buildings, non- residential uses and structures and public facilities as are necessary for the welfare of the planned development and the Village. All such covenants shall specifically provide for enforcement by the Village of Tinley Park in addition to the land owners within the development. *All required public easements necessary for utilities and sidewalks have been provided,*
- I. The developer shall provide and record easements and covenants, and shall make such other arrangements as furnishing a performance bond, escrow deposit, or other financial guarantees as may be reasonably required to assure performance in accordance with the development plan and to protect the public interest in the event of abandonment of said plan before completion. *The property is located within a Tax Increment Financing District and is expected to received an incentive utilizing anticipated increment; additional security is not warranted.*
- J. Any exceptions or modifications of the zoning, subdivision, or other regulations

that would otherwise be applicable to the site are warranted by the design of the proposed development plan, and the amenities incorporated in it, are consistent with the general interest of the public. *Several exceptions to the Zoning Ordinance have been requested related to aisle width, signs, lighting and building materials that have been reviewed and supported by the Plan Commission.*

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 is consistent with the district zoning (B-2) as a Community Shopping Center located on a commercial corridor which currently operates with the similar commercial uses as proposed. The project will be constructed meeting current Village building codes and is among the highest and best uses for a parcel at a heavily traveled intersection.
- 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 as the property currently operates as a community shopping center with similar uses. The site will be well-landscaped with appropriate screening. The building will be constructed with quality materials.
- 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 or is in the process of redevelopment. The property is appropriately located along a major commercial corridor.
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
The proposed improvements are to a shopping center that currently operates with adequate utilities, access roads, drainage and/or other necessary facilities. Truck turning studies have been performed and improvements have been made to the plans to ensure appropriate accommodation of the delivery vehicles without

impacting landscape islands or encroaching into oncoming traffic lanes. All on-site and accepted existing off-site drainage has been accounted for within the plans.

- 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 improvements are to a shopping center that currently operates with adequate ingress and egress access that minimizes traffic congestion in the public streets.
- 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 Zoning Ordinance and Village regulations except for certain exceptions as part of the PUD approval related to aisle width, timing of outdoor sales display areas, parking ratio, building materials, building height, light pole height, the height, size and setback of ground signs and size and number of wall signs. These exceptions are consistent with design and site design guidelines and contribute to the overall character of the development.
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
The proposed redevelopment will contribute directly to the economic development of the community by providing commercial services to residents and visitors, providing additional jobs, and providing additional property and sales tax revenue.

SECTION 3: The Special Use Permit set forth herein below shall be applicable to the following described property:

LEGAL DESCRIPTION:

Parcel 1:

Lots 1 and 2 in the Plat of Tinley Park Plaza Subdivision, according to the Plat thereof recorded April 7, 2004 as Document Number 0409818067, being a subdivision of that part of the Northwest Quarter of Section 19, Township 36 North, Range 13, East of the Third Principal Meridian, in the Village of Tinley Park, Cook County, Illinois.

Also described as: That part of the Northwest 1/4 of Section 19, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the Northwest corner of said Section 19; Thence South 00 Degrees, 00 Minutes, 00 Seconds East along the West line of Section 19, 304.50 feet; Thence South 89 Degrees 57 Minutes 11 Seconds East, 70.00 feet to the point of beginning; Thence South 89 Degrees 57 Minutes 11 Seconds East, 359.00 feet; Thence South 00 Degrees 00 Minutes 00 Seconds East, 551.85 feet; Thence South 89 Degrees 57 Minutes 45 Seconds East, 154.13 feet; Thence South 00 Degrees 00 Minutes 00 Seconds East, 1,478.13 feet; Thence North 89 Degrees 42 Minutes 00 Seconds West, 513.13 feet to a point on the East Right-of-way of Harlem Avenue, said point being 70.00 feet East of the West line of the Northwest 1/4 of said Section 19; Thence North 00 Degrees 00 Minutes 00 Seconds West, 2,027.69 feet to the point of beginning, all in Cook County, Illinois.

Parcel 2:

Together with rights contained in an Exclusive Easement for Ingress and Egress for the benefit of Parcel 1, as created by the Access Easement Agreement dated September 20, 1995 and recorded October 3, 1995 as Document 95669296, between the Village of Tinley Park, a municipal Corporation and the Mutual Life Insurance Company of New York, a New York Corporation, over the following described property, to wit:

That part of the West 1/2 of the Northwest 1/4 of Section 19, Township 36 North, Range 13, East of the Third Principal Meridian, taken as a Tract, more particularly described as follows:

Commencing at the Southwesterly corner of Lot 1 in Centennial Subdivision Unit 1, according to the Plat thereof recorded July 2, 1984 as Document 27155558; Thence South 00 Degrees, 00 Minutes, 00 Seconds West along the West line of said Lot 1, extended South 80.56 feet to the point of beginning; Thence Southeasterly along a tangential curve concave to the Northeast, radius 32.00 feet, central angle 79 Degrees, 32 Minutes, 42 Seconds, 44.43 feet; Thence South 79 Degrees, 32 Minutes, 42 Seconds East along a tangent 65.00 feet; Thence Northeasterly along a tangential curve concave to the Northwest radius 24.00 feet, central angle 26 Degrees, 21 Minutes, 27 Seconds, 11.04 feet to a point on the Westerly right of way line of Centennial Drive, as heretofore dedicated by Document 25509385 recorded July 9, 1980; Thence South 11 Degrees, 18 Minutes 53 Seconds West, 31.79 feet to a point on a 24.00 foot radius, the center of circle of said curve bears South 34 Degrees, 51 Minutes, 51 Seconds West from said point; Thence Westerly along said curve 10.12 feet, central angle 24 Degrees, 10 Minutes, 05 Seconds; Thence North 79 Degrees, 18 Minutes, 14 Seconds West along tangent, 34.70 feet; Thence Southwesterly along a tangential curve concave to the Southeast, radius 37.00 feet, central angle 102 Degrees, 00 Minutes, 19 Seconds, 65.87 feet; Thence South 01 Degrees, 18 Minutes, 33 Seconds East along tangent 24.82 feet; Thence Southwesterly along a tangential curve concave to the Northwest, radius 39.00 feet, central angle 39 Degrees, 04 Minutes, 44 Seconds, 26.60 feet to a point on aforesaid Westerly line extended South of Lot 1 in Centennial Subdivision; Thence North 00 Degrees, 00 Minutes, 00 Seconds East along said Westerly line extended 150.38 feet to the point of beginning, in Cook County, Illinois.

PIN: 28-19-100-057-000 and 28-19-100-058-000

Commonly known as: 15915-16205 S. Harlem Avenue, Tinley Park, Illinois

SECTION 4: That a Special Use Permit for a Planned Unit Development to allow for the redevelopment of Tinley Park Plaza located at 15915-16205 S. Harlem Avenue, Tinley Park (“Subject Property”), in accordance with the “List of Reviewed Plans” attached hereto as Exhibit A, with the following exceptions:

1. *An exception of the required 26' aisle width in a parking lot to allow 24' aisle widths as defined in the approved Site Plan;*

2. *An exception to the allowed time period for Outdoor Sales Displays to allow for outdoor sales displays at any time during the year in accordance with ordinance time limitations;*
3. *An exception to the required parking ratios to allow for a total of 511 parking spaces in accordance with the approved site plan;*
4. *An exception of the required building materials to allow for the use of alternate building materials in the percentages identified in the approved architectural elevation plans;*
5. *An exception in the maximum building height of 35' to allow structures to be built at a height of 36'4" and 36'8";*
6. *An exception to the maximum light pole height of 25' to allow light poles to be retained or erected at 40' in height;*
7. *An exception to the maximum ground sign height of 10' and area of 120 Sq. Ft. to allow a ground sign to be erected 20' in height and 267 Sq. Ft. in size;*
8. *An exception to the required ground sign setback of 10' to allow two ground signs to be installed with a 2' setback; and*
9. *An exception to the maximum size for a wall sign (1.5 Sq. Ft./1 L.F. of tenant frontage) and maximum number of wall signs (1 per primary frontage) to allow one 296 Sq. Ft. wall sign for the soft goods retail store and a second wall sign measuring 16 Sq. Ft.;*

subject to the following conditions:

1. *Recordation of Sidewalk and Public Access Easement Agreement prior to occupancy;*
2. *Screening of roof top mechanical units from Harlem Avenue views [only applies to portion of Subject Property that is the subject of this phase of renovation];*
3. *Repair of fence along east property line;*
4. *Irrigation of all landscaped areas [only applies to portion of Subject Property that is the subject of this phase of renovation];*
5. *Removal of Walt's sign at the end of their lease; and*
6. *Final engineering.*

SECTION 5: SECTION 5: The Village acknowledges prior approvals as described in Ordinances 2003-O-077, 2015-O-020, and 2015-O-062 attached hereto and made apart hereof.

SECTION 6: 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 7: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 8: 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 xxx day of September, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS xxx day of September, 2020.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2020-O-050, “AN ORDINANCE GRANTING A SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT TO ALLOW FOR THE REDEVELOPMENT OF TINLEY PARK PLAZA LOCATED AT 15915-16205 S. HARLEM AVENUE (BRIXMOR/IA TINLEY PARK PLAZA, LLC, A DELAWARE LIMITED LIABILITY COMPANY)” which was adopted by the President and Board of Trustees of the Village of Tinley Park on September xxx, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this xx day of September, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

Exhibit A

Submitted Sheet Name		Prepared By	Date On Sheet
EXH-3	Commercial Truck 1	W	8/6/2020
EXH-1	Commercial Truck 2	W	8/6/2020
EXH-1	Fire Truck	W	8/6/2020
EXH-2	Garbage truck – Turn Exhibit	W	8/6/2020
	Light Fixtures – VMF	V	
	Light Fixtures – VMX	V	
	Light Fixtures – Wall packs	V	
SL200	Photometric Plan	OSL	6/18/2020
17984	Pylon Sign 10ft	D	6/19/2020
17174	Pylon Sign 20ft	D	6/19/2020
	Trash Enclosure	W	7/13/2020
C000	Civil Set – Cover Sheet	W	8/6/2020
C200	Overall Site Plan	W	8/6/2020
C201	Site Plan	W	8/6/2020
C300	Preliminary Grading Plan	W	8/6/2020
C400	Preliminary Utility Plan	W	8/6/2020
C500	Landscape Plan	W	8/6/2020
	Elevation North 2	W	8/6/2020
	Elevation North 3	W	8/6/2020
	Elevation North 4	W	8/6/2020
	Elevation North 5	W	8/6/2020
	Perspective Views	W	8/6/2020
P080800	Presentation Drawings	W	8/6/2020
P080800	Color Elevations - Retail	W	8/6/2020

W= Woolpert

V= Visionaire Lighting

OSL= On-Site Lighting

D= Doyle General Sign Contractors



PLAN COMMISSION STAFF REPORT

August 20, 2020 – PUBLIC HEARING

Tinley Park Plaza Redevelopment (PUD)-Phase 1

15915-16205 S. Harlem

Petitioner

Brixmor Property Group on behalf of Brixmor/IA Tinley Park Plaza, LLC, a Delaware limited liability company (Property Owner)

Property Location

15917-15957 S. Harlem Avenue

PIN

28-19-100-057-0000

28-19-100-058-0000

Zoning

B-2 Community Shopping

Approvals Sought

Special Use for a Planned Unit Development (PUD) with Exceptions
Site Plan Approval

Project Planner

Paula J. Wallrich, AICP
Planning Manager

REVISIONS FROM THE WORKSHOP ARE NOTED IN RED EXECUTIVE SUMMARY



With the uncertainty for the future of the retail market, the redevelopment of **Tinley Park Plaza** is critical for the success of the Harlem Avenue commercial corridor. The antiquated shopping center (constructed in 1974) comprises over 22 acres and approximately 244,132 sq. ft. of retail/service space. Currently it is experiencing vacancies upwards of twenty percent with significant leases expiring within the next few years. In 2015 an outlet was constructed involving the construction of a 9,100 sq. ft. multi-tenant retail building at the north end of property. Brixmor Property Group is proposing a complete remodel of the plaza. The project is planned in phases with the first phase involving the current proposal (yellow highlighted area) which will involve the demolition of approximately 87,000 sq. ft. of existing buildings (red dashed line) and the construction of approximately 67,110 sq. ft. in new retail space. The proposal includes



façade improvements, landscaping and new parking lot reconfiguration/reconstruction. Brixmor anticipates beginning this second phase in fall of 2020 with completion by June 2021. The second phase will involve redevelopment of the southern portion of the center.

A mapping error was discovered in researching the zoning for this parcel. Since 1977 the property has been noted as a Planned Unit Development (PUD) however the property was annexed in 1968 with a B-2 (Community Shopping) zoning designation and there is no record of subsequent zoning for a PUD. Therefore, as part of the zoning entitlement for this property a PUD will be approved.

EXISTING SITE & PHASING

Tinley Park Plaza is a large 244,132 sq. ft shopping plaza occupying over 22 acres. The plaza was approved and began construction in 1974 and began a phase development/occupancy that took approximately 10 years to complete. There have been a series of owners and changes in tenancy over the years, however, this will be the first comprehensive redevelopment of the plaza since its construction.

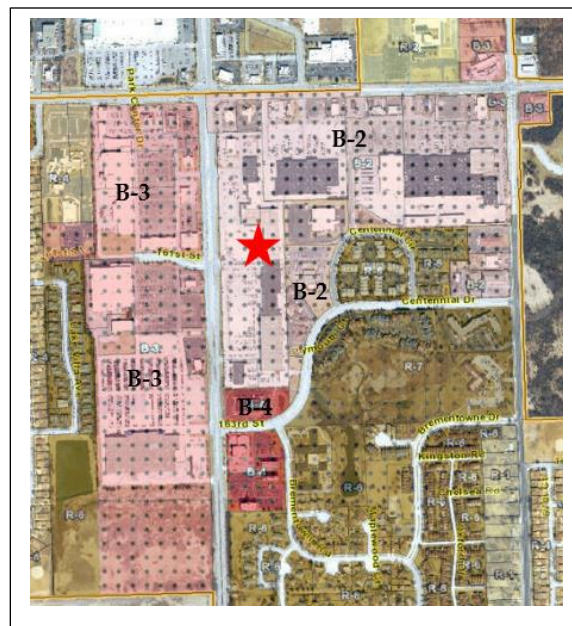
Upon acquisition Brixmor representatives began discussions with staff to work through various site plan scenarios. In 2015 they presented the development of the 9,100 sq. ft. multi-tenant retail building in the outlet at the north end of property. In 2019 further discussions with staff resulted in the current proposal which reflects input from staff and current and future tenants. The current proposal for phase 1 of this redevelopment project will be anchored by two main tenants: a 25,000 sq. ft. soft good retailer and a 38,436 sq. ft. full service grocer. The total area of commercial space in this phase is 99,910 sq. ft. The demolition will end at the north side of the current Rue 21 store. The proposed sidewalk in front of the grocery store will continue to the Rue 21 store and landscaping has been proposed to soften the transition. The second phase will comprise the balance of the plaza to the south with a total area of 121,862 sq. ft. There is also an outlet at the south end of the plaza that comprises 13,260 sq. ft.



ZONING & NEARBY LAND USES

Tinley Park Plaza is located in the B-2 Community Shopping and is part of one of the Village's major commercial corridors located on Harlem Avenue. It dominates the streetscape of the corridor and represents one of the major gateways to commercial property for the Village. The plaza spans two properties with the north outlet and main plaza building on one parcel (28-19-100-057-0000) and the south outlet occupying a second parcel (28-19-100-058-0000). Per Section III, D. (General Provisions, Lots) every building shall be located on a single lot and in no circumstance can there be more than one principal building on a lot. Therefore, since there are two structures on one parcel (28-19-100-057-0000), a Special Use for a Planned Unit Development is required.

In researching the zoning on this property an error was discovered in the zoning map. Since 1977 this parcel has been designated as a PUD on the zoning map however no approval of the Special Use can be found in Village files. It has been determined to be in error despite approvals granted in consideration of the erroneous designation as a PUD. Typically, PUDs are approved as part of a development proposal, where considerations can be made regarding the site plan and architecture of the proposal. The PUD process for new development can be a fairly involved process and include such things as traffic and market studies. However, since the majority of this structure is existing and the new construction generally follows the current site plan, staff

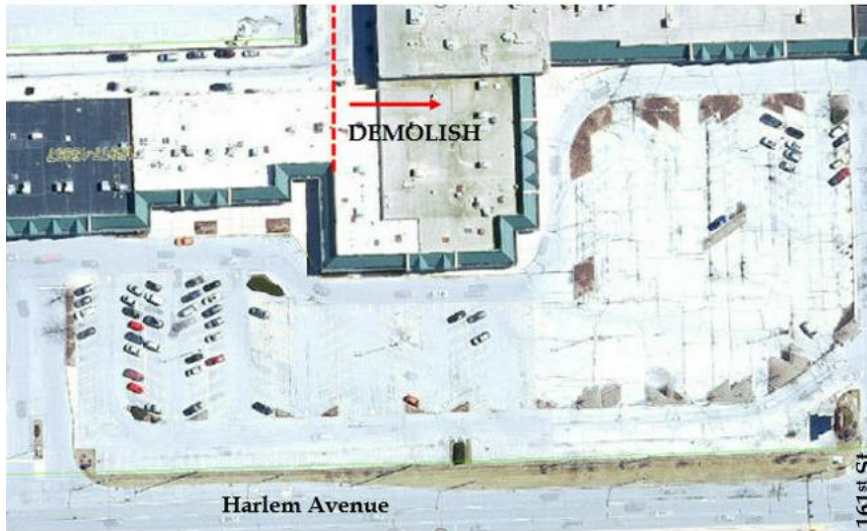


has narrowed the review to primarily a site plan and architecture review. Any exceptions to code are noted for Commission discussion.

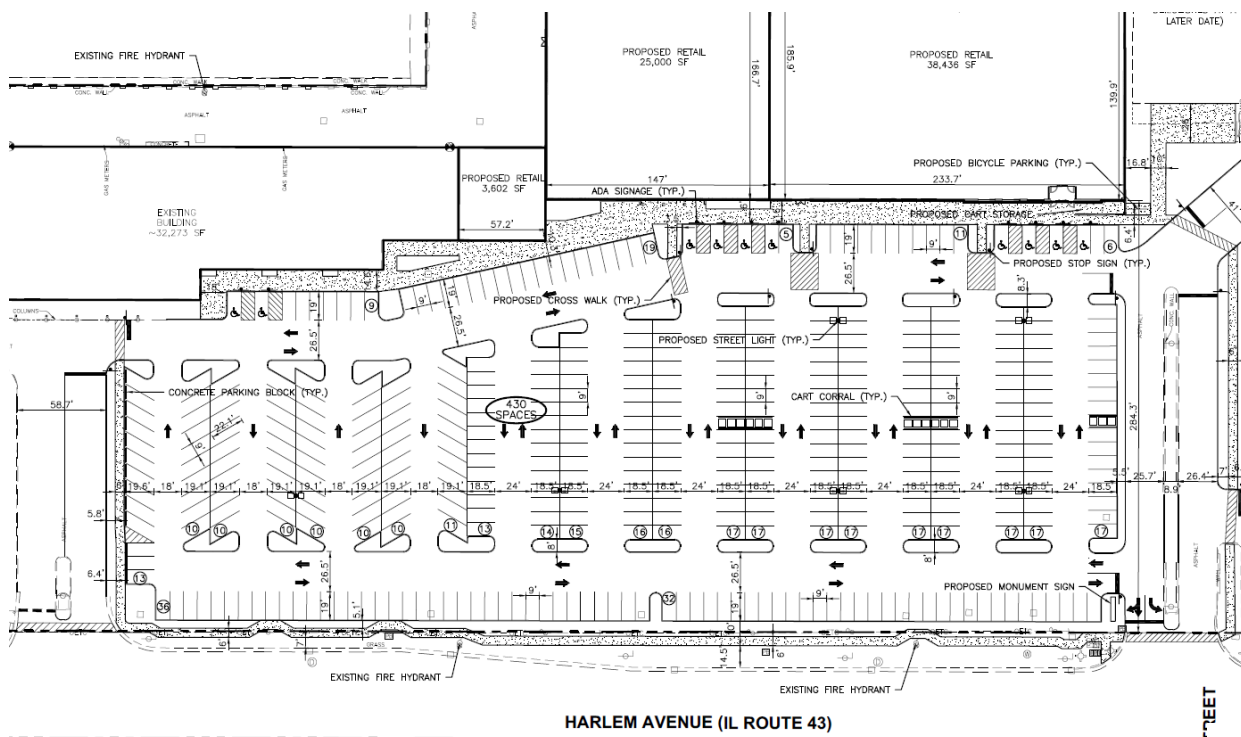
The subject property is zoned B-2 Community Shopping with property to the north and east also zoned B-2 and developed with commercial uses. The property to the west across Harlem Avenue (Park Center Plaza) is zoned B-3 (General Business and Commercial) as is Park Place to the southwest (Previous K-Mart complex). The property to the south is zoned B-4 (Office and Service Business) and is occupied by a medical facility.

SITE PLAN

Existing Site:



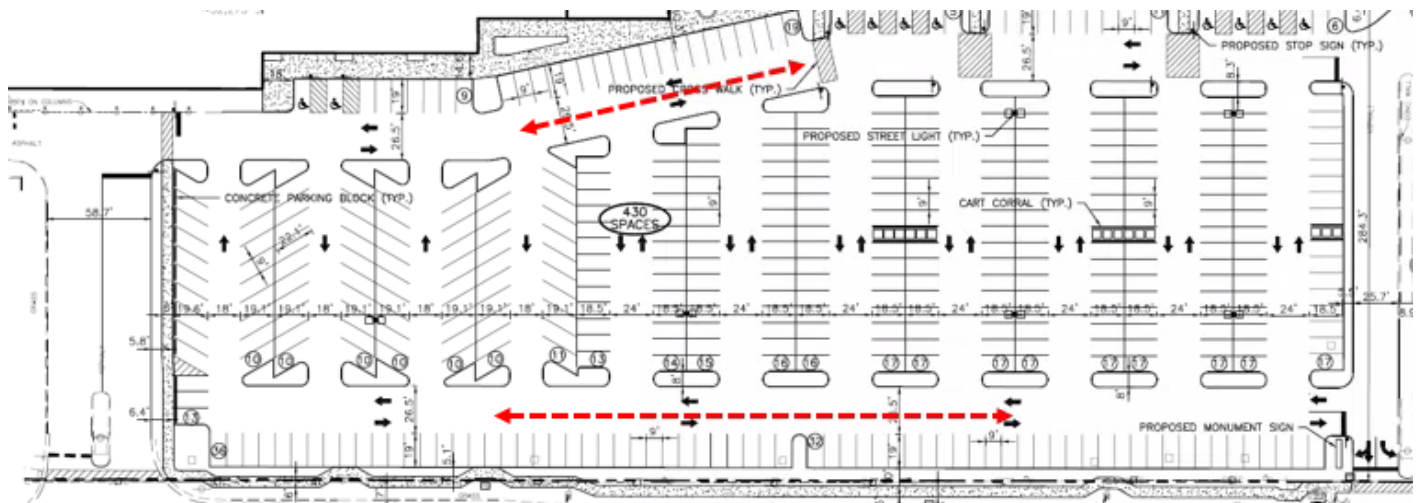
Proposed Site:



Parking Layout. The major changes in the site plan occur in the parking field. The graphic above reflects the main parking lot between the north access from Harlem Avenue and the access at 161st Street. The design of the parking aisles has changed from all one-way diagonal parking to now be only diagonal (60°) for the first four (4) north aisles with the balance as traditional perpendicular spaces. The western line of perpendicular parking remains the same as the existing configuration as do all access points to the center from adjacent roadways.

With the demolition of a portion of the building as noted in the aerial photo above, the drive aisle that fronts the in-line stores has changed significantly. This offers the opportunity to create some perpendicular parking spaces along the front of the building. This not only provides a traffic calming measure for the access aisle but it also creates a more pedestrian friendly character for the center, reminiscent of traditional downtowns and a common design element in new life style centers (Bolingbrook Promenade). It also provides additional convenient parking and safer accessible parking spaces. Cross walks have been provided at strategic locations as well as cart corrals. **At the workshop a Commissioner expressed concern regarding fire access to the store; the Fire Department has approved the site plan as proposed.**

The Village code requires 26' drive aisles in parking lots. The main aisles in the plaza have been designed at 26.5' as noted by the red arrows below. The diagonal parking aisles are 18' as required by code. The aisles in the north parking lot are 26' or greater. The remaining aisles are noted as 24' wide. The Village has approved parking aisles at 24' in other developments such as Sam's Club, Marriott Hotel and the Brixmor outlots; none of which have proven problematic to traffic flow. Meeting the 26' requirement code will result in loss of parking and landscape buffers. If the Commission supports this change it will need to be noted as an exception to the Village Code as part of the PUD.

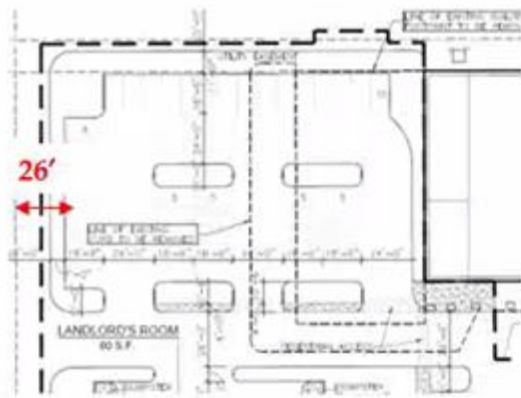


Open Item #1: Discuss the exception to the required 26' aisle width noted in several areas of the parking fields. If supported by the Commission this will be noted as an exception to the PUD. The Commission did not express concern regarding the aisle with and it will be noted as an exception.

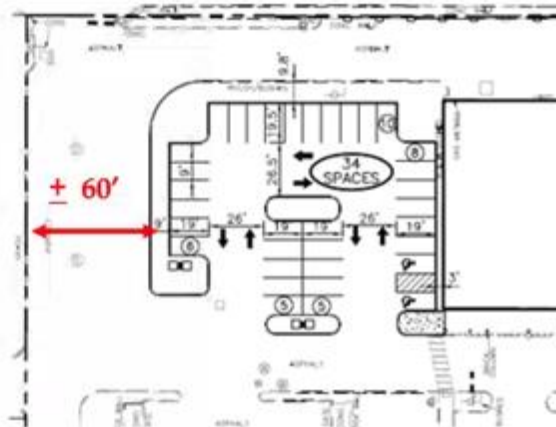
There is also a proposal for changes to the parking field at the north end of the plaza. This lot was revised as part of the north outlot development project (Phase I), however the developer has noted issues with the turning radius and the frequent occurrence of trucks driving over the landscape islands. The trucks have created ruts in the landscaping (see photos below). The proposed layout will enable the turning radii without damage to the landscape areas.

While staff supports some modification to this area to remedy the damage to the landscape area and awkward drive aisle transitions, the width of the east-west aisle is excessive and results in an unsafe transition for vehicles traveling west or east as the aisle increases from the existing 26' wide aisle to over 60'. Staff has recommended the engineers

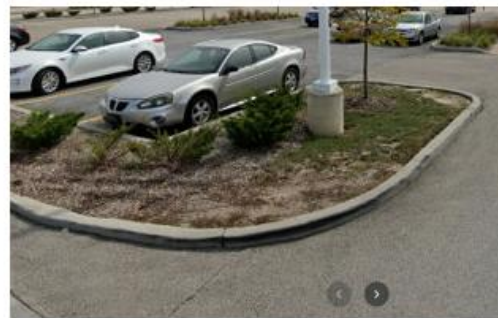
revise this section and the corner radius to minimize driving over the curb. The current proposal also results in a loss of 8 parking spaces.



Existing North Lot

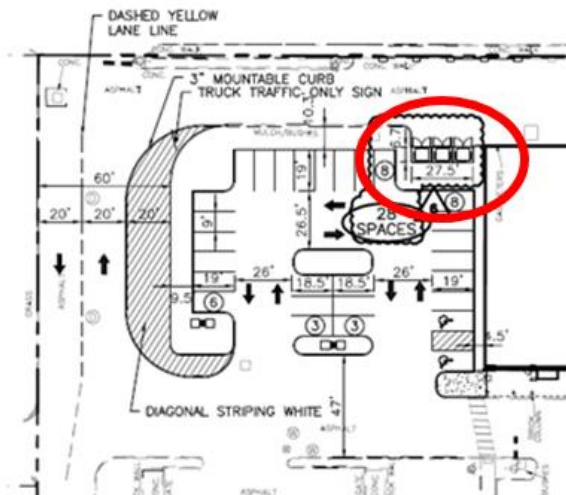


Proposed North Lot



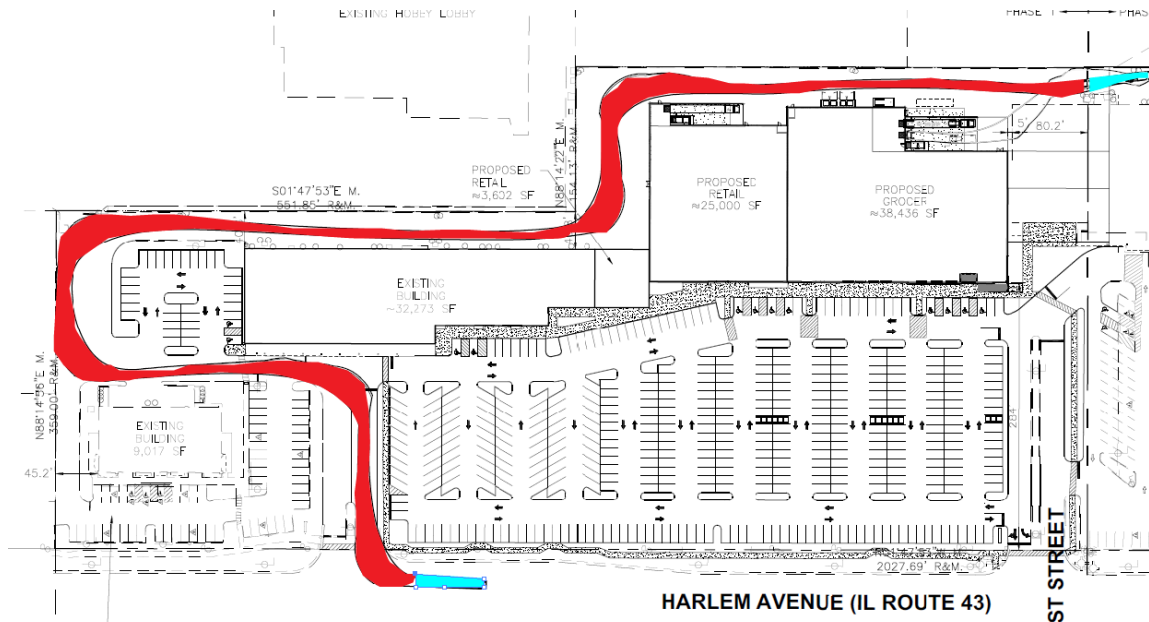
Subsequent to the workshop the applicant has revised the design for the North parking lot resulting in the loss of 6 parking spaces but providing room for 3 trash enclosures.

Open Item #2: Revise configuration of east-west access lane to better define and distinguish truck traffic from vehicular traffic. COMPLETE

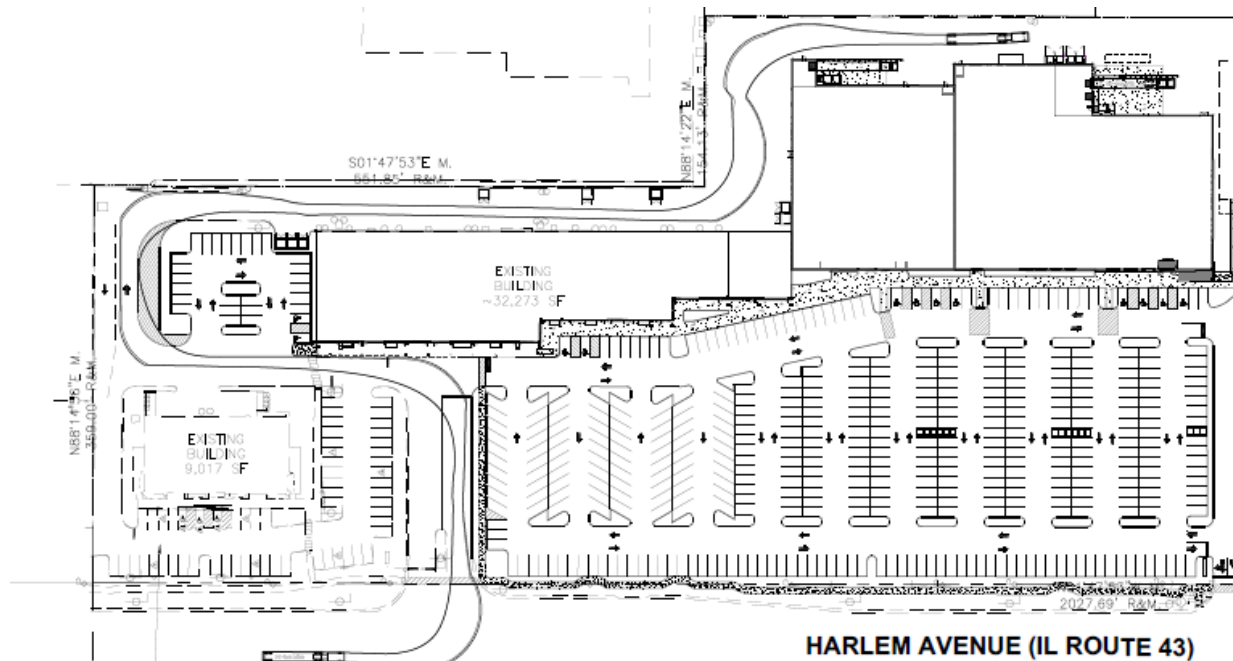


Final north parking lot design

Delivery access. The east side, or rear of the building currently functions as the delivery aisle for all the tenants. There are multiple access points depending on where the tenant is located and the configuration of the docks. The additional width of the east-west lane on the north side of the property provides the necessary lane width to accommodate these turning movements without running over the curb and landscaping, however Staff has requested further



explanation of how the access lane will be striped to clarify lane usage for vehicular traffic. Staff has also requested the north parking lot be reconfigured to ensure safe access at the northwest corner of the lot. The grocer has provided a truck study that follows the path shown below but does not encroach in on-coming traffic lanes. These plans will be made available prior to the meeting and will be distributed upon receipt.



Final truck route with new locations of dumpsters.

Open Item # 3: Finalize delivery access. COMPLETE The delivery path has been defined as shown.

Truck Delivery Volume and Schedule. The soft goods store anticipates truck deliveries consistent with other soft goods retailers in the center. The grocer also anticipates deliveries similar to the existing grocery store (Walt's). The current estimate of semi-truck deliveries is 7 trucks/day.

Pedestrian access. Staff has worked closely with the developer to ensure adequate pedestrian access is provided to and through the site. A 6' sidewalk traverses the site along Harlem Avenue consistent with the sidewalk provided in the outlot. Due to the narrow parkway along segments of the ROW, the sidewalk encroaches on private property in some areas; this was the situation with the sidewalk for the outlot as well. There is also utility poles and fire hydrants in the way of a straight alignment; therefore, the sidewalk has been designed around some of these encumbrances. Those areas where the public walk encroaches onto private property will require a "Sidewalk and Public Access Easement Agreement" consistent with what was approved with the outlot development.

As part of staff's review of the site plan, pedestrian access between Harlem Avenue and the property's internal walkway was requested and provided. Additional depth to the diagonal parking spaces at the north end of the lot compensates for the bumper overhang on to the sidewalk in that area. Wheel stops have also been provided; this will allow for the full width of the 6' sidewalk to be used and avoid bumper overhang. The sidewalk fronting the stores has been increased to a minimum of 10.3' and as wide as 16' in some areas. Crosswalks are provided at strategic locations to assist with safe crossing of drive aisles and traffic calming.

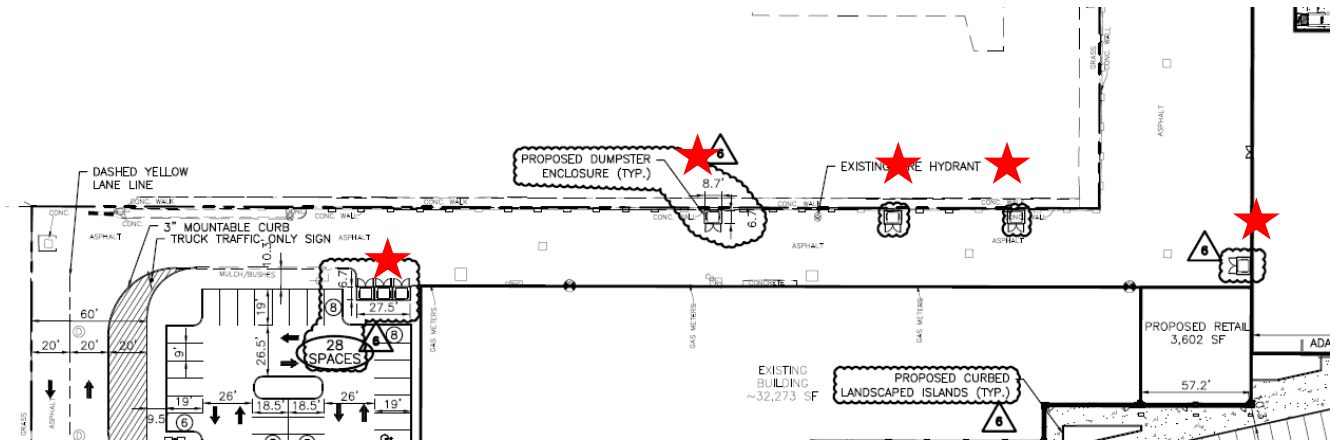
Bike parking has been provided at the southwest corner of the proposed grocery store.

Open Item #4: A "Sidewalk and Public Access Easement Agreement" will be required to be recorded prior to issuance of a certificate of occupancy as a condition of approval. Place as a condition of approval.

Trash enclosures. There are two trash enclosures at the rear of the grocery store. The trash detail indicates ground face "Oldcastle Burnished Finish" CMU enclosure which is a decorative concrete block. Per code (Section III. U.6.j.) trash enclosures must be "screened on three sides by a masonry wall consistent with the architecture and building material for the building it serves. Gates must be kept closed at all times and constructed of a durable material such as wood or steel." The proposal meets the intent of the ordinance. There are several existing unenclosed trash enclosures along the rear of the property. (see photos below) Since these are not located in a defined enclosure they are haphazardly strewn throughout the rear delivery lane. As part of the renovation project all dumpsters will need to be enclosed in appropriate enclosures. Staff is recommending this be a condition of the PUD.



New plans were submitted that provides for eight (8) masonry trash enclosures as depicted below. This resolves the requirement that all dumpsters enclosures will be located in a masonry enclosure.

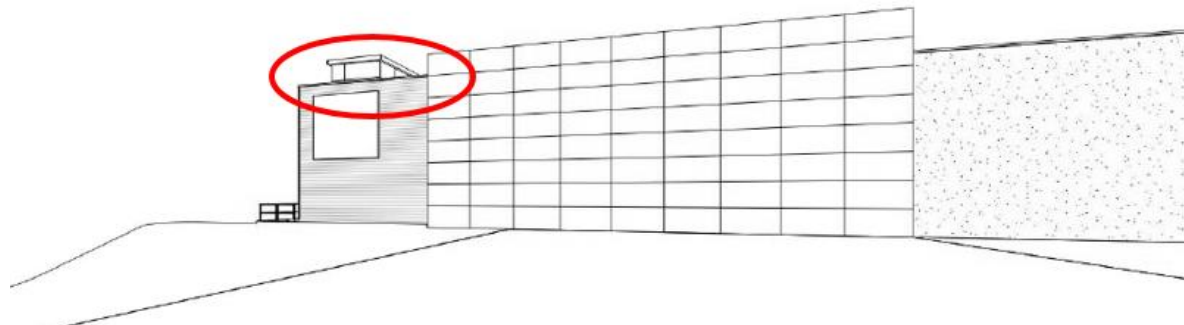
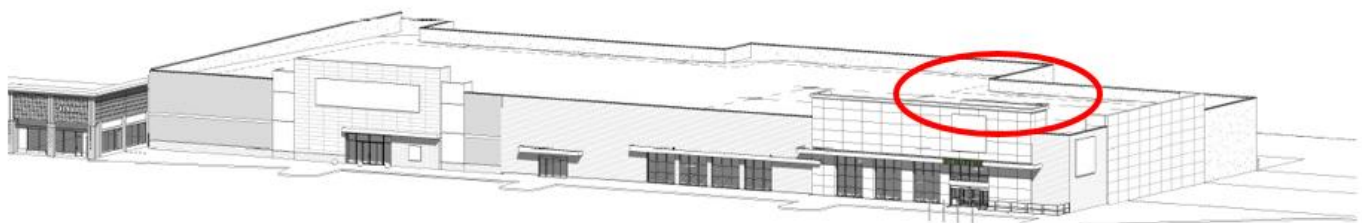


Open Item #5: All trash receptacles must be located in appropriate masonry enclosures. COMPLETED

Mobile generator. The proposed site plan indicates a mobile generator located at the rear of the grocer. All mechanical systems and generators must be located as close as possible to the principal structure and must be screened from view per Section III.H.2. The plans do not indicate any screening.

Open Item #6: Details for the mobile generator screening must be provided. COMPLETED. Generator is not a permanent installation and is just brought in when needed.

Mechanical systems. All mechanical systems must be screened from view. The applicant has provided elevations (north, east and south) showing some of the roof top RTUs. Staff has requested verification that they cannot be



seen from public view. A site line study is being prepared and will be presented at the workshop. Staff has continued to work with the applicant regarding the screening of the rooftop mechanical systems. Parapet and rooftop heights have been adjusted so that all roof top units are screened from view from the right-of-way. A screen wall has also been added to the rear of the grocer entry parapet in response to Staff's concern regarding seeing the rear of the parapet and bracing.

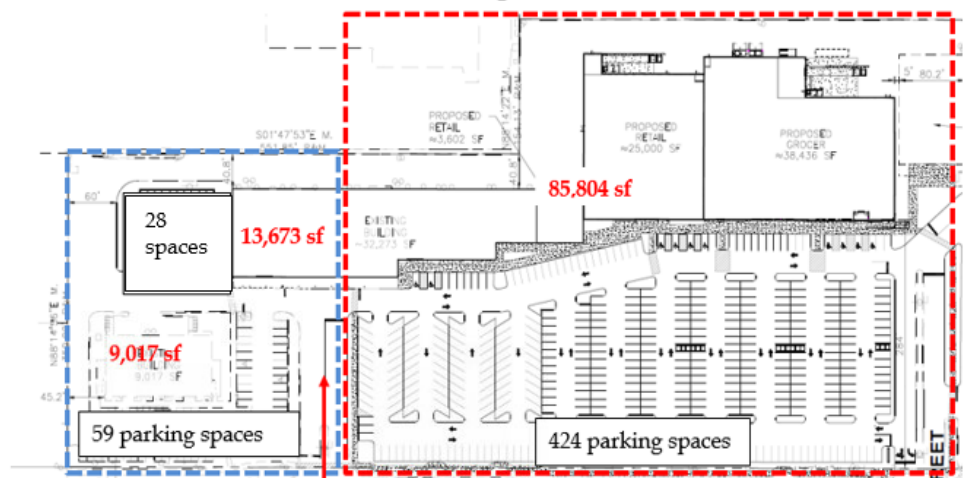
Open Item #7: Verify rooftop mechanical units are not visible from public view. The Applicant has stated that all rooftop mechanical units are screened from the Harlem Avenue ROW.

Outdoor Sales Display. The grocer anticipates a need for some seasonal outdoor sales along the frontage of the store and/or in the parking lot. This can be addressed as part of an Outdoor Sales Display Level 1 application which requires administrative approval. Level 1 outdoor sales allows for this temporary use upon administrative approval for seasonal displays between April 15 and October 15. However, the applicant is requesting sales beyond this time frame (for winter holiday displays). This can be provided within the PUD as an exception.

Open Item #8: Provide for Level 1 Outdoor Sales Display without limitation to the time of year as an exception in the PUD. The Commission did not express concern regarding the extension of time for outdoor sales and it will be noted as an exception.

PARKING

Parking is an imperfect science and zoning ordinances do their best to assign ratios based on the average intensity of the uses. In a large multi-tenant plaza such as TPP there are many shared parking opportunities as well as a wide range of intensity of uses amongst its tenancy. The original Tinley Park Plaza PUD was approved with 200,365 sq. ft. gross leasable area and 929 parking spaces resulting in an overall parking ratio of **4.64 parking spaces per 1,000 sq. ft.**



of gross leasable floor area for the entire plaza. There are several parking fields separated by access drives for this shopping center; the 4.64 ratio represents an overall ratio regardless of land uses or physical relationship between parking field and destination. Staff has provided an analysis of parking fields divided by the access drive on the north. This assumes that the parking surrounding the outlot has little utility for the in-line tenants south of the access drive especially since the north parking lot can provide parking for the most northern in-line tenant(s). It is also important to note that the introduction of a grocer in this phase shifts some of the parking load from the south parking field (south of the 161st Street access) to this phase. As with most grocers there are expectations by the tenant for a certain parking ratio; the developer has stated that the grocer is looking for a **4.5/1,000 sq. ft.** ratio to serve their grocery store.

There are 424 parking spaces in the parking field south of the north access drive serving approximately 85,804 sq. ft. of retail space. This translates to a **4.94/1,000 sq. ft.** ratio which exceeds the grocer requirement of 4.5/1,000 sq. ft. There are 59 spaces surrounding the outlot and with the proposed revisions to the north lot there are 28 spaces for a total of 87 parking spaces to serve approximately 22,690 sq. ft. of retail space. This translates to a ratio of **3.83/1,000**

sq. ft. This is less than the 4.64 ratio approved originally for the center; the decrease is due to the loss of parking spaces in the north lot.

Analyzing the parking for this entire area (Phase I & II) results in a total provision of 511 spaces as proposed. The total square footage of retail is 108,328 sq. ft. for a total overall ratio of **4.7/1,000** sq. ft. which exceeds the original approved ratio for the center of 4.64 parking spaces per 1,000 SF. As a point of comparison, the Zoning Ordinance requires 6.5 spaces per 1,000sq. ft. of gross leasable floor area for a planned shopping center. However, that ratio dates back to the 80's and 90's. By today's standard this is excessive and is based on 'the day after Thanksgiving' parking counts. If the current standard is applied to this center, a total of 705 parking spaces is needed just for this phase—or **194** additional parking spaces. It is staff's contention that retail locations are often 'overparked' resulting in seas of asphalt that are mostly unused and result in high energy, development and environmental costs. As society continues to trend to more efficient modes of travel and less car dependent shopping patterns, it is Staff's opinion that the relationship and proximity of parking to the uses, along with a balance of green space and good circulation patterns, translates to an appropriate parking ratio as proposed. As an exception to the code it will however still need to be noted as part of the PUD approval.

Open Item #9: Identify the parking ratio as an exception to the Village parking requirements. The Commission did not express concern regarding the parking ratio and it will be noted as an exception.

ARCHITECTURE

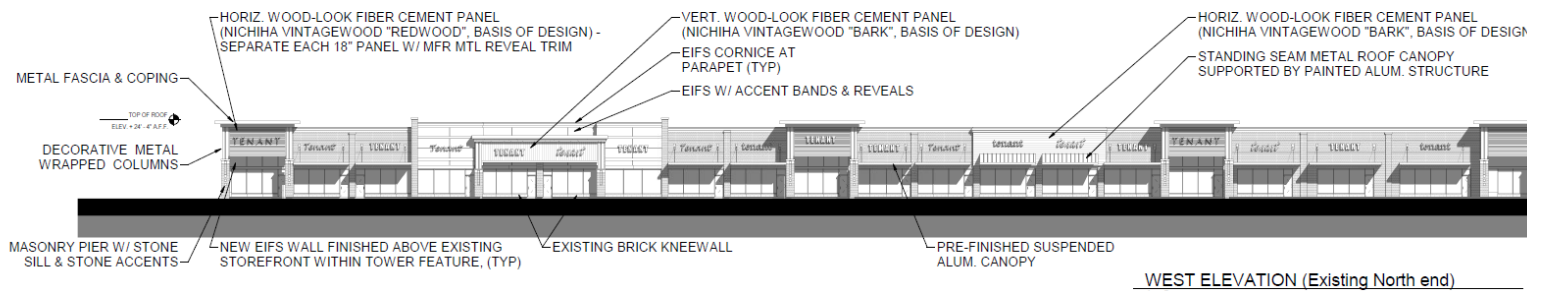
The existing architecture of Tinley Park Plaza is outdated and in need of significant remodeling. Staff has worked with the applicant to create an updated and modern look with quality materials that reflect some of the characteristics of the newly constructed outlet. The proposed design of the in-line stores and the existing design of the outlet building are compatible and consistent in architectural style, form, height, exterior building materials, fenestration, storefront systems



as well as color palettes. The style and building forms, specifically the vertical and horizontal articulation, as seen on the horizontal metal awnings, brick pilasters and stepped tenant facades, promotes continuity between the in-line and outlot stores. Traditional aluminum storefront entry and glazing systems exist on both buildings. In addition, they are of similar height and both use similar exterior materials such as brick, stone accents, and EIFS. The brick veneer, decorative modern wall lighting and earth-tone EIFS colors help create consistent façade treatments throughout the site.

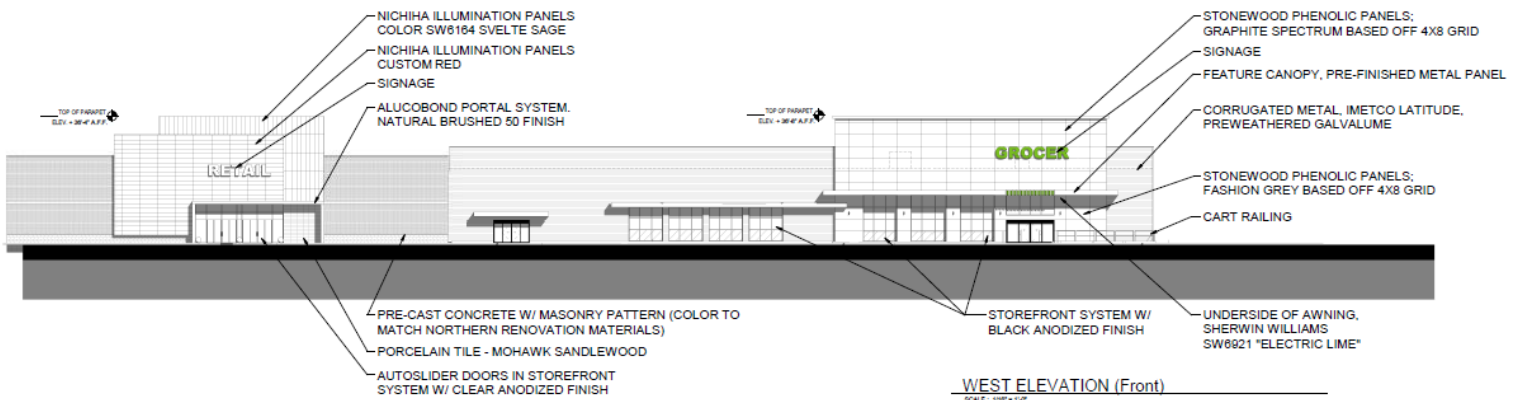


For the proposed building size, the code requires that 25% of the building façade utilize face brick or decorative stone; the remaining 75% of each façade must be constructed of an approved masonry material. Alternate building materials can comprise no greater than 15% of any façade. The proposed façade of the in-line store retains the existing brick knee wall and introduces a combination of brick, horizontal wood-look fiber cement panel, stone and EIFS accent bands and reveals. The façade also includes accents of suspended metal canopies and standing seam metal roofs in strategic locations.



The two larger lease spaces at the south end of this phase deviate from the in-line tenant architecture to reflect some of the unique branding of the future soft goods retailer and grocer. While distinct in style, they maintain an aesthetic connection to the rest of the center through the sleek modern look of the building materials which reflect an architectural style with appropriate scale, massing and height. The soft goods tenant utilizes pre-cast concrete with a masonry pattern with porcelain tile accent areas near the entryway. The alucobond portal system pronounces the entryway with a distinguished brushed metal finish. The grocer also utilizes Stonewood phenolic panels (cementitious panels) in grey with corrugated metal and "electric lime" banding under the awnings for a striking yet

understated accent. These materials represent a new trend in building materials that are durable, cost effective and modern in aesthetic.



The percentage of the building materials for the overall west façade is reflected below. It does not meet the 25% brick requirement (18% is brick or stone) or the 75% alternate masonry material (12% is pre-cast). A total of 15% of the façade can be used for architectural accents. There are several building material types listed that are not masonry that comprise 70% of the façade. These materials are listed as approved alternated materials (fiber cement, metal, phenolic panels, EIFS and tile) and are typically used as accents and therefore are limited to 15% of the façade. In the proposed architecture some of these materials represent the primary façade treatment (such as metal or phenolic panels) and therefore necessarily exceed the 15% that was designed for accent treatments. The use of these 'accent materials' (fiber cement, phenolic panels and metal) represent a modern architectural style to the façade. The pre-cast concrete panel meets code requirements with its masonry pattern and constitutes less than 15% of the façade (12% is proposed).

WEST ELEVATION (FRONT) Overall

SCALE: 1" = 30'-0"

WEST ELEVATION MATERIAL PERCENTAGE		
MATERIAL	AREA	% OF (TOTAL-GLASS)
BRICK/ STONE	2940 SQ. FT.	18%
PRE-CAST WITH MASONRY PATTERN	1937 SQ. FT.	12%
FIBER CEMENT	3014 SQ. FT.	18%
METAL	4354 SQ. FT.	28%
PHENOLIC PANELS	2272 SQ. FT.	14%
E.I.F.S.	1770 SQ.FT.	11%
PORCELAIN TILE	198 SQ. FT.	1%
TOTAL - GLASS	16,485 SQ. FT.	

Overall the west façade of this renovation phase is consistent with the design guidelines outlined in Section III.U. which requires attention to cohesive building design through the use of architectural style and building materials; compatible architecture with appropriate rhythm along the entire length of the façade in terms of scale, massing and setback; building articulation by introducing opportunities for shadow patterns with varied setbacks and canopies; and the screening of mechanical systems and trash enclosures.



The proposed facades for the soft goods store and the grocery store

exceed the 35' height limitation for the B-3 district; the soft goods store is proposed at 36'4" and the grocery store is proposed at 36'8". Staff considers these exceptions as minor in light of the large setback from Harlem Avenue. While taller than the in-line stores, they are in scale with the architecture of the buildings.

Additionally, the applicant has received updated architecture for the soft goods store that is different than what was originally presented. The colors and building materials remain the same. Below is the revised rendering for the soft goods retailer.



Open Item #10: Discuss the appropriateness of the proposed building materials; identify any deviation from code as an exception to the PUD. The height of the soft goods and grocery stores will also need to be noted as exceptions if approved by the Commission. The Commission did not express concern regarding the proposed architecture or building materials and it will be noted as an exception.

LIGHTING

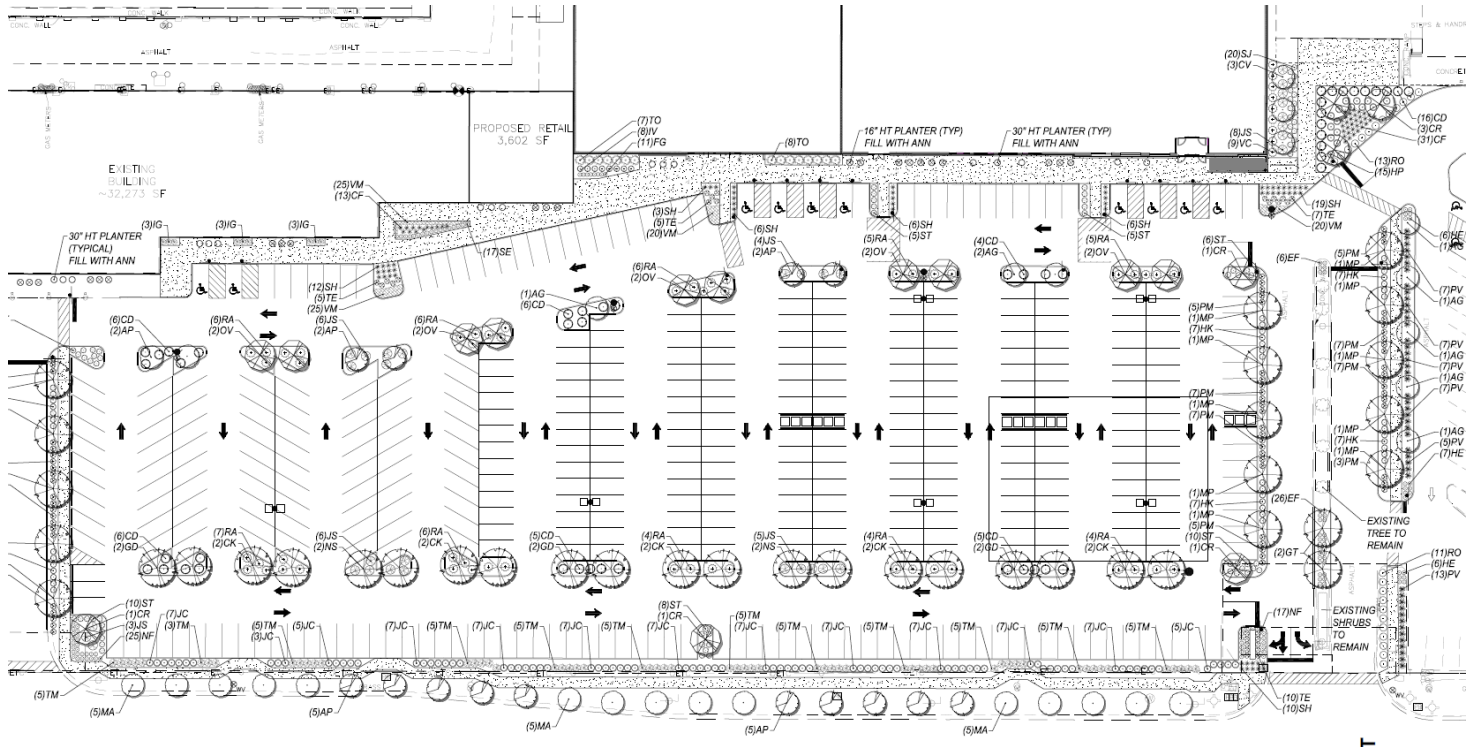
A Photometric Plan has been provided that provides light readings for the property as well as cut sheets for the selected light fixtures and standards. The light fixtures limit off-site glare and are consistent with lighting established in the outlot. The parking field in front of the grocer represents the highest food candles; the readings at the majority of the property line meet ordinance limits of 2 footcandles. The tallest light standard is 40' which is consistent with existing poles in the parking lot. The maximum height allowed per ordinance is 25'. If the Commission approves this height variation it will be noted as an exception in the PUD ordinance. There are flood lights highlighting the front of the grocery store.

Open Item #11: Identify the height of existing and proposed lighting standards as exceeding code limits of 15'. The Commission did not express concern regarding the height of the light poles and it will be noted as an exception.

LANDSCAPING

The proposed landscape plan represents an improvement over existing condition. Attempts have been made to meet landscape requirements especially with respect to bufferyards. Staff has prioritized entryways and foundation planting with a sensitivity to retain viewsheds from Harlem Avenue. With the increased sidewalk and pedestrian-friendly character along the front façade, low accent plantings and movable planters have been prioritized that will animate the sidewalk zone. While most of the areas in front of the in-line tenants and soft goods store have included

planting beds the area in front of the grocery store is provided with only movable planters; permanent planting beds are required to meet code requirements. All foundation planting beds must have a curbed edge to retain mulch.

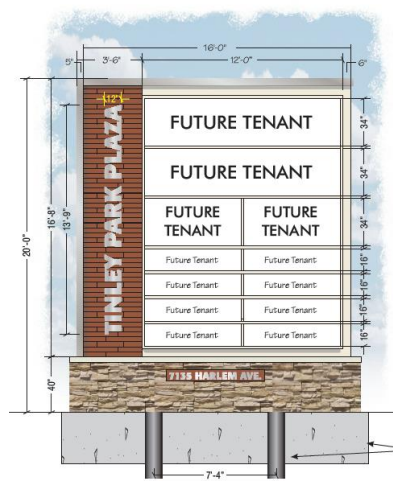


HARLEM AVENUE FRONTAGE

Due to the limited parkway area along Harlem Avenue and constraints of the existing parking field/access configuration, staff supports increasing the size of shade trees from 2.5" cal. to 4" as a means to mitigate the deficiencies in bufferyard plantings; this will also provide for a more instant dramatic impact. The bufferyard for the east property line is accomplished with the existing solid wood fence. Any deficiencies in the fence will need to be corrected as a condition of PUD approval. All parking islands have been increased from the original proposal to a minimum width of 3.5' with many meeting the 9' width requirements. All planting areas will be irrigated; planting areas along the foundation will be required to have couplers to allow for easy irrigation of movable planters.

Open Item #12: The fence at the east property line must be in good repair as a condition of the PUD. Discuss the recommendation for additional foundation plantings in front of the grocer. Additional landscape planters have been placed along the foundation of the in-line stores within a curbed island. The repair of the fence and irrigation of all landscape beds will be a condition of the PUD.

SIGNAGE

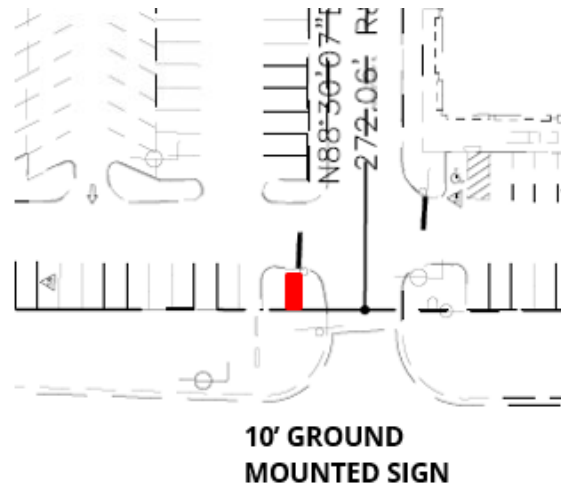


Currently there are 4 ground mounted signs on the property. The main pylon sign (as pictured to the left) located at the 161st Street access, will be removed and replaced with a 20' multi-tenant sign (picture below) ground mounted sign. The maximum height allowed for ground mounted signs is 10'; however, there is precedent for a 20' tall free-standing sign for the shopping center across the street. This exception will need to be recognized as part of the PUD approval.

The overall frontage of the plaza exceeds 1,000 l.f. and therefore is allowed three (3) freestanding signs directly adjacent to the public frontage. Currently there are four (4) freestanding signs on the property. With the three signs proposed as part of this phase, the Walt's freestanding sign will need to be removed as part of the terms of their lease. This will be made a condition of the

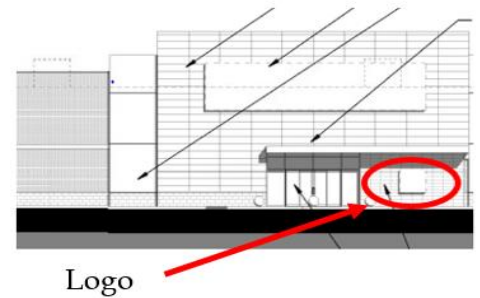
PUD.

Free-standing signs must be set back a minimum of ten feet (10') from the property lines and shall not obstruct clear sight triangles near intersections. The proposed 20' ground mounted sign and the 10' ground sign at the south end of the plaza do not meet these requirements. The 20' sign cannot meet the required setback without closing the access from the parking lot to the 161st Street access therefore this exception will need to be noted as part of the PUD approval. The same configuration exists for the 10' sign at the south end of the plaza and will also require an exception. The 10' ground sign at the north entrance from Harlem does meet the 10' setback requirement. **At the workshop the size of the signs was also discussed. The size limitation is 120 Sq. Ft.; the 20' tall sign has a sign area of 267 Sq. Ft. which exceeds the size limitation by 147 Sq. Ft. Staff supported the size exception noting the large setback for the stores from Harlem Ave and that the height was in scale with the overall sign. This will require approval as an exception.**



The applicant has been encouraged to submit a comprehensive sign package for wall signs however one has not been submitted and therefore will not be approved as part of the PUD. Subsequent to the workshop it was discovered that comprehensive sign regulations for Tinley Park Plaza was adopted as part of the outlot approval. At that time the plaza was considered to be part of a PUD therefore the amendment for the signs on the outlot extended to the in-line stores. A copy of the amendment is attached and will govern the in-line signs which allow 1.5 Sq. Ft. of wall sign area per 1 Sq. Ft. of tenant frontage. This exceeds current code of 1 Sq. Ft. of signage per 1 Sq. Ft. of tenant frontage. This increase in sign area was approved as a consequence of the excessive setback from Harlem Avenue.

The applicant has provided a separate wall sign proposal for the two larger units (softgoods retailer and grocer). Per the sign regulations the area of a sign is determined by drawing a single continuous perimeter around all letters. (see adjacent graphic) The soft goods retailer is requesting a sign that will total 297 Sq. Ft. in area with individual channel lit letters. With a tenant frontage of 147', the allowable wall signage is limited to 221 Sq. Ft.; therefore, an exception of 76 Sq. Ft. will need to be granted to allow for this sign.



Staff has spoken to the applicant in an attempt to negotiate with their future tenant regarding the proposed signage. Concessions have been made and prior submittals have been reduced, however their tenant is unwilling to reduce their sign any further. Staff believes there has been a good faith effort to comply with the code and supports the exception. In addition to the sign area the applicant is also requesting an exception to the maximum number of signs. The applicant is requesting a small non-illuminated logo to be placed adjacent to the doorway. The logo is fairly small (16 Sq. Ft.) and includes a lot of negative space, (it is basically just an outline of their logo image). Staff is supportive of this request; however it will need to be noted as an exception. The proposed sign meets the maximum lettering height at 72" (regulations allow up to 84").

The grocery store is proposing a wall sign that meets code requirements in size (204 Sq. Ft. when code allows 350 Sq. Ft.) letter height (6' when code allows 7') and number of signs per frontage. Although the graphic indicates 3 lines of lettering (code limits it to 2 lines of lettering), the third line is a logo. Since the main drive aisle borders its south façade, the grocer



INTERNALLY ILLUMINATED CHANNEL LETTERS, 70% OF MAIN ENTRY SIGN
 TOP: 2'-1-1/2" X 13'-7" = 23.87 SF (LETTERING)
 MIDDLES: 5'-0" X 14'-2" = 70.83 SF (LETTERING)
 BOTTOM: 3'-1" X 14'-2" = 43.6 SF (LOGO)
 TOTAL = 143.3 SF PER SIGN

EAST ELEVATION (Rear)

SCALE: 1/16" = 1'-0"

UNDERSIDE OF AWNING, SHERWIN WILLIAMS SW6921 "ELECTRIC LIME"
 CART RAILING

CORRUGATED METAL, IMETCO LATITUDE, PREWEATHERED GALVALUME
 PRE-CAST CONCRETE WALL PANELS
 STONEWOOD PHENOLIC PANELS: GRAPHITE SPECTRUM BASED OFF 4X8 GRID



is allowed a second wall sign which will be approximately 70% of the size of the sign on the primary frontage (at 143.3 Sq. Ft.). (see below)

Open Item #13: Consideration of an exception for the height and size of the 20’ ground sign and the 10’ required setback for the 20’ and the 10’ ground sign at the south end of the center. The Commission did not express concern regarding the height or size of the ground signs nor the setback; these will be noted as exceptions. The soft goods retailer is requesting an exception of 76 Sq. Ft. in area for their wall sign and the number of wall signs per frontage by allowing one additional wall sign— 16 Sq. Ft. in area. These will be noted as exceptions. The removal of Walt’s sign at the end of their lease will be a condition of approval.

ENGINEERING-FIRE

Preliminary engineering is still under review. Fire Department has approved the proposed plans.

Open Item #14: Condition approvals on engineering approval. Engineering will be placed as a condition of the PUD approval.

RECOMMENDATION

The following open items are recommended for discussion at the workshop:

Open Item	Recommended Action
#1	<i>Discuss the exception to the required 26’ aisle width noted in several areas of the parking fields. If supported by the Commission this will be noted as an exception to the PUD. This will be noted as an exception.</i>
#2	<i>Revise configuration of east-west access lane to better define and distinguish truck traffic from vehicular traffic. Completed.</i>
#3	<i>Finalize delivery access. Completed.</i>
#4	<i>A “Sidewalk and Public Access Easement Agreement” will be required to be recorded prior to issuance of a certificate of occupancy as a condition of approval. Condition of approval.</i>
#5	<i>All trash receptacles must be located in appropriate masonry enclosures. Completed.</i>
#6	<i>Details for the mobile generator screening must be provided. N/A.</i>
#7	<i>Verify rooftop mechanical units are not visible from public view. Condition of approval.</i>
#8	<i>Provide for Level 1 Outdoor Sales Display without limitation to the time of year as an exception in the PUD. This will be noted as an exception.</i>
#9	<i>Identify the parking ratio as an exception to the Village parking requirements. This will be noted as an exception.</i>
#10	<i>Discuss the appropriateness of the proposed building materials; identify any deviation from code as an exception to the PUD. Discuss the height of the soft goods and grocery store that exceed 35’ height limitation. These will be noted as exceptions.</i>
#11	<i>Identify the height of existing and proposed lighting standards as exceeding code limits of 15’. This will be noted as an exception.</i>

#12	<i>The fence at the east property line must be in good repair and all landscaped areas must be irrigated as a condition of the PUD. Condition of approval. Discuss the recommendation for additional foundation plantings in front of the grocer. Completed.</i>
#13	<i>Consideration of an exception for the height of the 20' ground sign and the 10' required setback for the 20' and the 10' ground sign at the south end of the center. Size (296 Sq. Ft.) and number (2) of wall signs for soft goods retailer. This will be noted as an exception. Removal of Walt sign at the end of their lease will be a condition of their approval.</i>
#14	<i>Condition approvals on engineering approval. Condition of approval.</i>

STANDARDS AND CRITERIA FOR A PLANNED UNIT DEVELOPMENT

Section VII.C. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission for a Planned Unit Development (PUD). The Plan Commission is encouraged to consider these standards (listed below) as well as the Applicant's responses (attached) when analyzing the PUD request. Staff has provided the following draft Findings for the Commission's review.

- A. The site of the proposed planned unit development is not less than five (5) acres in area, is under single ownership and/or unified control, and is suitable to be planned and developed, or redeveloped, as a unit and in a manner consistent with the purpose and intent of this Ordinance and with the Comprehensive Plan of the Village. *The Property is greater than five acres and is under the single ownership and control of the applicant, Centro/IA Tinley Park Plaza, LLC.*
- B. The planned development will not substantially injure or damage the use, value and enjoyment of the surrounding property nor hinder or prevent the development of surrounding property in accordance with the land use plan of the Village. *The Special Use will not be injurious to the use and enjoyment of other property in the immediate area, nor substantially diminish and impair property values within the neighborhood as the property currently operates as a community shopping center with similar uses. The site will be well-landscaped with appropriate screening. The building will be constructed with quality materials. The project will be constructed meeting current Village building codes and is among the highest and best uses for a parcel at a heavily traveled intersection and is in conformance with the Village of Tinley Park Comprehensive Plan.*
- C. The uses permitted in the development are necessary or desirable and that the need for such uses has been clearly demonstrated. *The redevelopment of the center will allow for the continuation of existing uses and will include the addition of new retail which is consistent with the zoning for the property.*
- D. The proposed development will not impose an undue burden on public facilities and services, such as sewer and water systems, police and fire protection. *Tinley Park Plaza has operated as a commercial center for approximately 30 years and has been adequately supplied with utilities, and police and fire protection.*

- E. The proposed development can be substantially completed within the period of time specified in the schedule of development submitted by the developer. *The developer has provided a timeline which provides for occupancy of the grocer by fall of 2021.*
- F. The street system serving the planned development is adequate to carry the traffic that will be imposed upon the streets by the proposed development, and that the streets and driveways on the site of the planned development will be adequate to serve the residents or occupants of the proposed development. *The proposed improvements are to a shopping center that currently operates with adequate ingress and egress access that minimizes traffic congestion in the public streets. All major drive aisles have been designed to meet code requirements; turning radii have been provided for delivery vehicles, garbage and fire trucks.*
- G. When a Planned Unit Development proposes the use of private streets, common driveways, private recreation facilities or common open space, the developer shall provide and submit as part of the application the method and arrangement whereby these private facilities shall be operated and maintained. *All access to the plaza is by way of public right-of-way. In some areas where the public sidewalk encroaches private property and public access easement is provided.*
- H. The general development plan shall contain such proposed covenants, easements and other provisions relating to the bulk, location and density of residential buildings, non-residential uses and structures and public facilities as are necessary for the welfare of the planned development and the Village. All such covenants shall specifically provide for enforcement by the Village of Tinley Park in addition to the land owners within the development. *All required public easements necessary for utilities and sidewalks have been provided,*
- I. The developer shall provide and record easements and covenants, and shall make such other arrangements as furnishing a performance bond, escrow deposit, or other financial guarantees as may be reasonably required to assure performance in accordance with the development plan and to protect the public interest in the event of abandonment of said plan before completion. *The property is located within a Tax Increment Financing District and is expected to received an incentive utilizing anticipated increment; additional security is not warranted.*
- J. Any exceptions or modifications of the zoning, subdivision, or other regulations that would otherwise be applicable to the site are warranted by the design of the proposed development plan, and the amenities incorporated in it, are consistent with the general interest of the public. *Several exceptions to the Zoning Ordinance have been requested related to aisle width, signs, lighting and building materials that have been reviewed and supported by the Plan Commission.*

STANDARDS FOR A SPECIAL USE

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 has provided the following draft Findings for the Commission's review.

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 is consistent with the district zoning (B-2) as a Community Shopping Center located on a commercial corridor which currently operates with the similar commercial uses as proposed. The project will be constructed meeting current Village building codes and is among the highest and best uses for a parcel at a heavily traveled intersection.
- 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 as the property currently operates as a community shopping center with similar uses. The site will be well-landscaped with appropriate screening. The building will be constructed with quality materials.
- 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 or is in the process of redevelopment. The property is appropriately located along a major commercial corridor.
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
The proposed improvements are to a shopping center that currently operates with adequate utilities, access roads, drainage and/or other necessary facilities. Truck turning studies have been performed and improvements have been made to the plans to ensure appropriate accommodation of the delivery vehicles without impacting landscape islands or encroaching into oncoming traffic lanes. All on-site and accepted existing off-site drainage has been accounted for within the plans.
- 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 improvements are to a shopping center that currently operates with adequate ingress and egress access that minimizes traffic congestion in the public streets.
- 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 Zoning Ordinance and Village regulations except for certain exceptions as part of the PUD approval related to aisle width, timing of outdoor sales display areas, parking ratio, building materials, building height, light pole height, the height, size and setback of ground signs and size and number of wall signs. These exceptions are consistent with design and site design guidelines and contribute to the overall character of the development.

- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.

The proposed redevelopment will contribute directly to the economic development of the community by providing commercial services to residents and visitors, providing additional jobs, and providing additional property and sales tax revenue.

It is also important to recognize that a Special Use Permit does not run with the land and instead the Special Use Permit is tied to the Petitioner. This is different from a process such as a variance, since a variance will forever apply to the property to which it is granted. Staff encourages the Plan Commission to refer to Section X.J.6. to examine the conditions where a Special Use Permit will expire.

STANDARDS FOR SITE PLAN APPROVAL & ARCHITECTURAL REVIEW

Section III.U. of the Zoning Ordinance requires that the conditions listed below must be met and reviewed for Site Plan approval. Specific findings are not required but all standards should be considered to have been met upon review from the Plan Commission.

Architectural

- a. Building Materials: 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. *Exceptions are requested for building materials for the soft goods and grocery store; the materials proposed are included in the list of approved alternate building materials although they exceed the 15% allowance.*
- b. Cohesive Building Design: 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. *The architecture of the façade is consistent on the west, north and south sides of the structure; the east side represents the rear of the stores and is screen by a 6' privacy fence.*
- c. Compatible Architecture: 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. *The architect has provided an architectural character in terms of scale, building material and overall design that his consistent with the architecture of the outlot.*

- d. Color: 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. *The colors chosen for the in-line stores are consistent with the outlot building. The larger Jr. box stores reflect their prototypical colors.*
- e. Sustainable architectural design: 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). *The architecture reflects current commercial architectural trends.*
- f. Defined Entry: 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. *Entry ways are prominent on the front façade of the tenant spaces.*
- g. Roof: 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 or more, a change of at least five feet in height must be made for every 75 feet. *The roof line is varied along the entire frontage.*
- h. Building Articulation: 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. *The facades of both the in-line and Jr. boxes provide a variety of recesses and projections creating shadow patterns and movement along the frontage.*
- i. Screen Mechanicals: All mechanical devices shall be screened from all public views. *All roof top units will be screened from the Harlem Avenue ROW.*
- j. Trash Enclosures: 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. *All trash enclosures will be enclosed in a masonry enclosure.*

Site Design

- a. Building/parking location: 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. *As an existing facility the parking field could not be relocated to the rear or side.*

- b. Loading Areas: Loading docks shall be located at the rear or side of buildings whenever possible and screened from view from public rights-of-way. *Loading areas are located at the rear of the building.*
- c. Outdoor Storage: 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. *There is not outdoor storage; outdoor sales displays are allowed. An exception to allow outdoor sales display beyond ordinance limitations will be considered as part of the PUD approval.*
- d. Interior Circulation: 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. *Share parking is provided throughout the Plaza; a truck route has been reviewed and considered as part of the site plan review.*
- e. Pedestrian Access: 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. *Pedestrian access has been encouraged through the provision of sidewalks along Harlem Avenue as well as connections between Harlem Avenue and the center with appropriate crosswalk designations. Bicycle parking has also been provided.*

MOTIONS FOR CONSIDERATION

If the Plan Commission wishes to take action on the Petitioner's requests, the following motions are in the appropriate form. 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, Brixmor Property Group, on behalf of Centrol/IA Tinley Park Plaza, LLC (Property Owner), Site Plan approval in accordance with plans as noted in the List of Submitted Plans within the Staff Report and attached to the Plan Commission Meeting Packet, to redevelop the property located at 15915-16205 Harlem Avenue."

Motion 2 (Special Use for a Planned Unit Development with Exceptions):

"...make a motion to recommend that the Village Board approve a Special Use for a Planned Unit Development,(Tinley Park Plaza- Phase 1), in accordance with plans as noted in the List of Submitted Plans within the Staff Report and attached to the Plan Commission Meeting Packet ,and adopt Findings related to the Standards for a Planned Unit Development and for a Special Use as outlined in the staff report to redevelop the property located at 15915-16205 Harlem Avenue with the following exceptions to the Village Zoning Ordinance:

1. *An exception of the required 26' aisle width in a parking lot to allow 24' aisle widths as defined in the approved Site Plan;*
2. *An exception to the allowed time period for Outdoor Sales Displays to allow for outdoor sales displays at any time during the year in accordance with ordinance time limitations;*
3. *An exception to the required parking ratios to allow for a total of 511 parking spaces in accordance with the approved site plan;*
4. *An exception of the required building materials to allow for the use of alternate building materials in the percentages identified in the approved architectural elevation plans;*
5. *An exception in the maximum building height of 35' to allow structures to be built at a height of 36'4" and 36'8";*

6. An exception to the maximum light pole height of 25' to allow light poles to be retained or erected at 40' in height;
7. An exception to the maximum ground sign height of 10' and area of 120 Sq. Ft. to allow a ground sign to be erected 20' in height and 267 Sq. Ft. in size;
8. An exception to the required ground sign setback of 10' to allow two ground signs to be installed with a 2' setback; and
9. An exception to the maximum size for a wall sign (1.5 Sq. Ft./1 L.F. of tenant frontage) and maximum number of wall signs (1 per primary frontage) to allow one 296 Sq. Ft. wall sign for the soft goods retail store and a second wall sign measuring 16 Sq. Ft.

With approval conditioned upon:

1. Recordation of Sidewalk and Public Access Easement Agreement prior to occupancy;
2. Screening of roof top mechanical units from Harlem Avenue viewshed;
3. Repair of fence along east property line;
4. Irrigation of all landscaped areas;
5. Removal of Walt's sign at the end of their lease;
6. Final engineering; and

[any conditions that the Commissioners would like to add]

LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
EXH-3	Commercial Truck 1	W	8/6/2020
EXH-1	Commercial Truck 2	W	8/6/2020
EXH-1	Fire Truck	W	8/6/2020
EXH-2	Garbage truck – Turn Exhibit	W	8/6/2020
	Light Fixtures – VMF	V	
	Light Fixtures – VMX	V	
	Light Fixtures – Wall packs	V	
SL200	Photometric Plan	OSL	6/18/2020
17984	Pylon Sign 10ft	D	6/19/2020
17174	Pylon Sign 20ft	D	6/19/2020
	Trash Enclosure	W	7/13/2020
C000	Civil Set – Cover Sheet	W	8/6/2020
C200	Overall Site Plan	W	8/6/2020
C201	Site Plan	W	8/6/2020
C300	Preliminary Grading Plan	W	8/6/2020
C400	Preliminary Utility Plan	W	8/6/2020
C500	Landscape Plan	W	8/6/2020
	Elevation North 2	W	8/6/2020
	Elevation North 3	W	8/6/2020
	Elevation North 4	W	8/6/2020
	Elevation North 5	W	8/6/2020
	Perspective Views	W	8/6/2020
P080800	Presentation Drawings	W	8/6/2020
P080800	Color Elevations - Retail	W	8/6/2020



Finance Department Memorandum

To: Village Board

From: Brad Bettenhausen, Treasurer

Date: 24 August 2020

Re: Tinley Park Plaza redevelopment incentive request – Brixmor IA Tinley Park Plaza LLC

Accompanying this memo, for your consideration, is Resolution 2020-R-085 containing the Redevelopment Agreement between Brixmor IA Tinley Park Plaza, LLC (Brixmor) and the Village related to proposed renovations to the Tinley Park Plaza shopping center on the east side of Harlem Avenue south of 159th Street (15903-16205 Harlem). The small retail center immediately at the southeast corner of 159th and Harlem (15901 Harlem) is not part of this shopping center.

Proposed Incentive

Brixmor has proposed renovations and upgrades to the Tinley Park Plaza shopping center at an estimated total cost of \$21.9 million. The project is further detailed later in this memo. “But for” the Village’s assistance toward the project, the renovations would not be able to move forward and current tenant interest in locating in the center would be lost and the shopping center would be adversely impacted.

The Village has offered financial assistance in an amount not to exceed \$9.9 million, or 50% of the actual project costs, whichever is lower. This assistance will be funded by a combination of TIF incremental revenues generated by the shopping center properties alone, and incremental municipal sales taxes (1%) generated by all the businesses located in the shopping center over a ten (10) year period. A maximum of \$8.1 million of TIF eligible costs are to be paid from the TIF increment generated, with the remainder (\$1.8 million) to be paid from incremental sales taxes. The portion of the incentive to be funded between the TIF eligible costs and sales tax can fluctuate based on actual expenses, but in addition to the overall \$9.9 million cap on the financial assistance noted earlier, the amount that can be provided from the incremental municipal sales tax component cannot exceed \$2.5 million.

Under long established fiscal policies regarding incentives, the Village does not look to share sales taxes it may be already receiving. In business expansion and redevelopment agreements such as this, we have always looked to share a portion of the increased (incremental) taxes that are expected to result. Following these principles, incremental sales taxes are computed in reference to a base using the 1% municipal sales taxes generated collectively by the shopping center retailers during calendar 2019. If a retailer currently located elsewhere in Tinley Park relocates to the Tinley Park Plaza during the term of the agreement, the sales taxes they generated over a preceding twelve (12) month period will be added to the base. However, in

the incentive year where a Tinley business has first relocated, the amount attributable to the base will be pro-rated based on how many months of that incentive year the business was operating in the Tinley Park Plaza (this compares their sales taxes after locating in the center with a comparable base for the “short” period of less than one year).

As with most of the Village’s incentive agreements, the burden is heavily on the developers to achieve the maximum amount of the incentive. If the property or sales tax increments do not materialize at the levels anticipated to fulfill the total support offered, it directly affects the amount of assistance that will be provided over the ten-year period of the agreement. Conversely, if the project is successful in attracting new retail to the center, as is anticipated, it is also possible for the agreement to be fulfilled in less than the ten years provided under the agreement.

Encapsulated History of the Tinley Park Plaza Shopping Center

The Tinley Park Plaza shopping center (15903-16205 Harlem Avenue) began development in approximately 1974, and was expanded circa 1984-1988 which added Walt’s Food Store and Builders Square as primary anchors. Façade and other site improvements to the center were undertaken in 1992. Although there have been several mergers, acquisitions, and related name changes, the shopping center has been beneficially owned by the Brixmor Property Group (specifically Brixmor IA Tinley Park Plaza LLC) since 1995. The south end of the plaza was renovated circa 2003-2006 with a primary focus on redeveloping space which had been previously occupied by Builders Square (~1988-1999) which anchored the south end of the center following the termination of the lease by Kmart Corporation. This renovation resulted in the addition of a new free-standing outlot building set closer to Harlem Avenue (16205 Harlem) as well as newly designed tenant spaces (currently The Tile Shop through Dollar Tree). In 2015-2016, an additional free-standing building was constructed at the north end of the center (15903-15915 Harlem), generally mirroring the building at the opposite end of the center. A portion of the in-line retail spaces was demolished and reconfigured as additional parking. The currently proposed renovations are expected to revitalize the shopping center for years to come.

Current Shopping Center status

There is currently approximately 251,500 square feet in this retail center including the two free-standing outlot buildings. Of this, approximately 230,000 square feet lies in the in-line center along the eastern side of the property. Placing the storefronts in a continuous row set back away from the road, with the field of parking in front, was the typical configuration for shopping centers at the time this plaza was developed. Within the main in-line building, approximately 83,000 square feet (over 36%) is currently vacant. Some of this vacancy has resulted from companies who have ceased operations or have relocated. In the process, the plaza has lost some of its prior anchor tenants. The owners are aware of certain existing leases that are not expected to be renewed which would add to the vacancies. Brixmor has found success in leasing the newer renovated spaces, but finds that the older spaces are becoming increasingly difficult to fill, particularly in light of the changing needs and demands of “brick and mortar” retailers. The vacancies offer additional challenges in their marketing efforts.

Proposed Improvements

Brixmor representatives contacted the Village approximately a year ago with an ambitious phased renovation plan intended to update and breathe new life into the shopping center. They were envisioning creating a potential dining and entertainment destination, and was seeking

Village financial assistance to move the plan forward. Their initial assistance request had sought a significant sharing of sales taxes generated by the shopping center, which has been a common tool used by the Village (and other municipalities) to support new development and redevelopment alike with a goal toward increased sales tax revenues, employment opportunities, and reducing the government's reliance on property taxes. However, the amount of the request, and the proposed structure of the sharing request far exceeded the Village's established fiscal policies that have been developed and adopted by the Board over the past four decades. When the Village's policies were applied to the request, the amount of potential support that could be provided was far less than their request and need.

In the subsequent months, the has Village explored and approved the creation of the 159th and Harlem TIF (Tax Increment Financing) District. The new TIF is expected to add options for providing financial assistance within the boundaries of this commercial TIF which includes significant retail spaces at the crossroads of the two heavily traveled highways that are referenced in the naming of the TIF. In the planning process for the TIF, the Village has also identified several public improvements that can enhance esthetics and accessibility to these commercial areas by pedestrians and vehicles alike, as well as replacement of aging infrastructure which serve this commercial corridor.

While the COVID-19 pandemic significantly altered the owner's earlier vision of creating a dining and entertainment destination, they have been successful in getting two retailers under contract that intend to occupy approximately 63,500 square feet of retail space. Both retailers have established stringent requirements for the delivery of the renovated space and Brixmor has been working diligently to be able to meet those deadlines. The initial phase of the project entails demolition of approximately 87,000 square feet of the in-line center and construction of new retail spaces to accommodate the retailers under contract, as well as others yet to be determined.

The center's long-time grocery store tenant will be vacating its 39,000 square foot space before the end of 2021 by their own choosing. The next phase of renovations include redevelopment of that vacated space and adjacent building area, to create new tenant spaces. The remaining phase of the redevelopment will include improvements to the north end of the in-line center. The planned project will bifurcate the current in-line center into two separate buildings. This will provide improved and more efficient access to the rear of the center for loading docks and service entrances essential for deliveries to the tenants. The tenants currently under contract to occupy the renovated space, along with the enhanced retail spaces to be created, are expected to create a synergy that should aid in drawing other retailers to establish locations in the center, reducing the vacancy levels and increasing customer traffic which would be expected to provide long term benefits to the retailers, Brixmor, and the Village.

If recommended for approval, this Resolution would be placed for first reading on the 1 September agenda with final approval on 15 September. Should you have any questions regarding this agreement or the planned renovations, please do not hesitate to contact.

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

RESOLUTION
NO. 2020-R-085

**A RESOLUTION AUTHORIZING THE EXECUTION OF A TAX INCREMENT
FINANCING REDEVELOPMENT AGREEMENT WITHIN THE 159TH AND HARLEM
TIF DISTRICT (BRIXMOR - TINLEY PARK PLAZA SHOPPING CENTER LOCATED
AT 15903-16205 HARLEM AVENUE)**

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

CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ
WILLIAM A. BRENNAN
DIANE M. GALANTE
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

**RESOLUTION
NO. 2020-R-085**

VILLAGE OF TINLEY PARK
Cook and Will Counties, Illinois

**A RESOLUTION AUTHORIZING THE EXECUTION OF A TAX INCREMENT
FINANCING REDEVELOPMENT AGREEMENT WITHIN THE 159TH AND HARLEM
TIF DISTRICT (BRIXMOR - TINLEY PARK PLAZA SHOPPING CENTER LOCATED
AT 15903-16205 HARLEM AVENUE)**

WHEREAS, the Village of Tinley Park (“Village”), is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the “*Home Rule Powers*”); and

WHEREAS, the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (hereinafter referred to as the "TIF Act"}, authorizes the Village to establish Tax Increment Financing Districts in qualify under the eligibility requirements set forth by the TIF Act; and

WHEREAS, Tax Increment Financing Districts are economic development tools that spur development, redevelopment, and further enhance designated areas of the Village through an approved development/redevelopment plan and project (hereinafter referred to as the “TIF Plan”); and

WHEREAS, on August 18, 2020, the Village approved the creation of the 159th and Harlem TIF District and the TIF Plan for said district contains an eligibility study of the area proposed for designation as the redevelopment project area for the 252-acre district; and

WHEREAS, the TIF Plan sets forth the conditions in the Redevelopment Project Area qualifying the Redevelopment Project Area as a “blighted area,” and the President and Board of Trustees of the Village have reviewed testimony concerning said conditions presented at the Public Hearing and are generally informed of the conditions causing the Redevelopment Project Area to qualify as a “blighted area,” as said term is defined in Section 5/11-74.4-3 of the TIF Act (65 ILCS 5/11-74.4-3); and

WHEREAS, Tinley Park Plaza (hereinafter referred to as the “The Center”) resides within the boundaries set forth for the 159th and Harlem TIF District located at 15903-16205 Harlem

Avenue,

WHEREAS, the Center began development in 1974, with expansions, renovations, and improvements added between 1988 and 2016; and

WHEREAS, the Center has been experiencing vacancies within the center which are detrimental to the success of the shopping center and its retailers; and

WHEREAS, due to the changing needs and requirements of the retail marketplace, the owners of the shopping center have had success in filling newer renovated spaces, but are finding the older tenant spaces more challenging to reoccupy; and

WHEREAS, the Center can be expected to continue to experience increasing vacancies unless additional actions are taken; and

WHEREAS, if actions are not taken, the reduced occupancy of the shopping center will likely adversely affect other retail activities in the vicinity; and

WHEREAS, the Village understands that the continued positive operation of the shopping center depends on the success of its retail occupants, which requires periodic reinvestments into the property to enhance and modernize the property so that it continues to address the needs of its retailers; and

WHEREAS, the owners of the center, Brixmor IA Tinley Park Plaza, LLC (“Brixmor”), have developed a plan of renovations and redevelopment that is expected to improve the shopping center to allow it to remain successful and viable; and

WHEREAS, but for additional financial assistance, the owners are unable to execute the planned renovations and redevelopments vital for the continued success of the shopping center; and

WHEREAS, the improvements needed can be accomplished through a public/private partnership to share in the funds generated by the redevelopment of the shopping center and said funds can be reinvested back into the shopping center to further revitalize the center.

WHEREAS, the Village is willing to share in certain incremental revenues to aid the owners in their desired redevelopment plan; and

WHEREAS, the Village and owners have reached an agreement on the terms and conditions of such financial assistance; and

WHEREAS, said Agreement provides certain incentives to Brixmor for said project, conditioned on the successful completion of the planned renovations, and if Brixmor adheres to the terms and conditions prescribed in the Agreement; and

WHEREAS, it is the Village desire to reduce blight, stabilize the tax base, increase revenue sources other than property taxes, and expand employment opportunities throughout the Village through the execution of the Agreement; 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 enter into said Agreement with Brixmor IA Tinley Park, LLC.

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. *Incorporation of Recitals.*

The above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in its entirety.

Section 2. *Adopt Incentive Agreement.*

That the President and Board of Trustees hereby approve said Agreement with Brixmor IA Tinley Park Plaza, LLC pertaining to the redevelopment of the Tinley Park Plaza shopping center, substantially in the form attached hereto as **EXHIBIT 1**; and the Village President and Village

Clerk are hereby authorized to execute said Agreement, subject to review and revision as to form by the Village Attorney.

Section 3. *Superseder.*

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. *Effective Date.*

This Resolution shall be in full force and effect following its passage and approval as provided by law.

PASSED this 15th day of September, 2020 on a roll call vote as follow:

AYES:

NAYS:

ABSENT:

APPROVED this 15th day of September, 2020, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

**TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT
(TINLEY PARK PLAZA PHASE I PROJECT)**

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk 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. 2020-R-085: **“A RESOLUTION AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT WITHIN THE 159TH AND HARLEM TIF DISTRICT (BRIXMOR - TINLEY PARK PLAZA SHOPPING CENTER LOCATED AT 15903-16205 HARLEM AVENUE),”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 15, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this _____ day of September, 20__.

 KRISTIN A. THIRION, VILLAGE CLERK

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**VILLAGE OF TINLEY PARK
TAX INCREMENT FINANCING
REDEVELOPMENT AGREEMENT
(TINLEY PARK PLAZA PHASE I PROJECT)**

THIS REDEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into this ___ day of September, 2020 (the “Effective Date”), by and between the VILLAGE OF TINLEY PARK, an Illinois municipal corporation (the “Village”) and BRIXMOR IA TINLEY PARK PLAZA, LLC, a Delaware limited liability company (the “Developer”), (the Village and Developer are hereinafter sometimes collectively referred to as the “Parties,” and individually as a “Party”, as the context may require).

W I T N E S E T H:

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

WHEREAS, on August 18, 2020, the President and Board of Trustees (the “Corporate Authorities”) of the Village, after giving all necessary notices and conducting all necessary meetings and public hearings required by the Act, adopted the following ordinances (collectively the “TIF Ordinances”): (A) Ordinance No. 2020-O-44: An Ordinance Designating the Tax Increment Redevelopment Project Area; (B) Ordinance No. 2020-O-45: An Ordinance Approving

26 the 159th and Harlem Redevelopment Plan and Redevelopment Project; and (C) Ordinance No.
27 2020-O-46: An Ordinance Adopting Tax Increment Financing; and

28 WHEREAS, the Developer is the fee title holder of the property legally described and
29 depicted in Exhibit B attached hereto and made apart hereof; and

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

32 WHEREAS, the Property is currently improved with an out of date, underperforming
33 shopping center which was originally built in approximately 1974 and which currently consists of
34 approximately 248,000 square feet of retail space and outparcels (the "Shopping Center"); and

35 WHEREAS, approximately 85,000 square feet of the Shopping Center are vacant today.
36 An additional 39,000 square feet, currently occupied by a grocery tenant, will become vacant in
37 early to mid-2021.

38 WHEREAS, faced with significant existing and prospective vacancies, the Developer
39 proposes to undertake a major capital investment in the Property and the Shopping Center,
40 including the demolition of approximately 87,000 square feet of existing buildings on roughly the
41 north half of the Shopping Center, the construction of the core and shell of new retail space to
42 accommodate (A) an approximately 38,500 square foot grocery tenant (the "Grocery Tenant") and
43 an approximately 25,000 square foot retail tenant (the "Retail Tenant") and (B) certain general
44 improvements to the northern half of the Shopping Center (including façade, landscaping, parking
45 lot upgrades and rehabilitation and signage) (the "Project"); and

46 WHEREAS, in addition to the Project, the Developer anticipates undertaking additional
47 work on the north half of the Shopper Center including, but not limited to, build out of new tenant

48 space, rehabilitation of existing tenant space and general improvements to the overall Shopping
49 Center within 48 months of the Effective Date (the “Additional Work”).

50 WHEREAS, the Village has approved preliminary site, engineering and landscape plans
51 as part of a planned unit development (the “Project Plans”) for the Project, and the Project Plans,
52 as may be amended from time to time, are attached hereto as Exhibit C; and

53 WHEREAS, the Developer has estimated that the hard and soft costs for the Project and
54 the Additional Work are approximately \$21.9 million (the “Project Budget”) as set forth on Exhibit
55 D attached hereto; and

56 WHEREAS, to facilitate the development and construction of the Project and the
57 Additional Work and subject to and in accordance with the terms of this Agreement, the Village
58 has agreed to reimburse the Developer for certain Project and Additional Work costs solely from
59 Available Incremental Taxes and Incremental Sales Taxes, as those terms are defined below; and

60 WHEREAS, the Developer has agreed to develop and construct the Project and, as needed,
61 complete the Additional Work, in accordance with this Agreement, all Village codes, ordinances
62 and regulations (except to the extent the Village has granted relief therefrom), as applicable to the
63 Project Plans, and all other governmental authorities having jurisdiction over the Property and the
64 Project; and

65 WHEREAS, the Developer represents and warrants to the Village, and the Village finds
66 that, but for the financial assistance to be provided by the Village to the Developer pursuant to this
67 Agreement, the Project, together with the Additional Work, would not be economically viable and,
68 concomitantly, it is not reasonably anticipated that the Developer would develop and construct the
69 Project and undertake the Additional Work as contemplated; and

70 WHEREAS, this Agreement has been submitted to the Corporate Authorities of the Village
71 for consideration and review, and the Corporate Authorities and the Developer have taken all
72 actions required to be taken prior to approval and execution of this Agreement in order to make
73 the same binding upon the Village and the Developer according to the terms hereof; and

74 WHEREAS, the Corporate Authorities of the Village, after due and careful consideration,
75 have concluded that (A) the Developer meets high standards of creditworthiness on the basis it
76 will deploy its own capital to finance the Project (B) the development and construction of the
77 Project as provided herein will increase occupancy at the Shopping Center where the buildings
78 have been significantly underutilized for more than one year, further the growth of the Village,
79 facilitate the redevelopment of a portion of the Redevelopment Project Area, improve the
80 environment of the Village, increase the assessed valuation of the real estate situated within the
81 Village, increase sales tax revenue, foster increased economic activity within the Village's
82 commercial sectors, increase employment opportunities within the Village by creating and
83 retaining jobs, improve the retail base of the Village and attract new tenants to the Shopping Center
84 and other retail properties in the Village, is in the best interest of the Village, and is otherwise in
85 the best interests of the Village by furthering the health, safety, morals and welfare of its residents
86 and taxpayers; and (C) without the financial assistance contemplated by this Agreement, the
87 Project would not be feasible; and

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

92 NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and
93 agreements contained herein, and other good and valuable consideration, the receipt and
94 sufficiency of which are hereby acknowledged, the Village and the Developer do hereby agree as
95 follows:

96
97 **ARTICLE I**
98 **RECITALS PART OF THE AGREEMENT**

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

102 **ARTICLE II**
103 **DEVELOPER OBLIGATIONS**

104 2.1 **Developer Obligations and Agreements.** In consideration of the substantial
105 commitment of the Village to the redevelopment of the Redevelopment Project Area pursuant to
106 the TIF Ordinances and its commitments contained in this Agreement, the Developer shall fulfill,
107 or has fulfilled, the following obligations:

108 A. The Developer shall construct the Project substantially in accordance with
109 the Project Plans, and the Developer shall use commercially reasonable
110 efforts to complete the Project on or before December 31, 2021, subject to
111 any Force Majeure Delays (as defined below) and extraordinary
112 construction delays; provided, however, that if Developer has not
113 commenced construction of the Project on or before June 31, 2021, the
114 either Party shall have the right to terminate this Agreement. The Developer
115 shall use commercially reasonable efforts to complete the Additional Work
116 on or before December 31, 2024 (the “Outside Additional Work Date”).

- 117 B. The Developer has advanced, shall hereafter advance, or shall cause other
118 parties to advance the funds necessary to construct and complete the Project
119 and the Additional Work.
- 120 C. The Developer has secured, or shall hereafter secure or cause to be secured,
121 all required permits, entitlements, authorizations and approvals necessary
122 or required to construct and complete the Project and the Additional Work.
- 123 D. In the event a claim is made against the Village, its officers, officials, agents
124 and employees or any of them, or if the Village, its officers, officials, agents
125 and employees or any of them (the “Indemnified Party” or “Indemnified
126 Parties”), is made a party-defendant in any proceeding arising out of or in
127 connection with the Developer’s construction, operation, duties, obligations
128 and responsibilities under the terms of this Agreement, the Project or the
129 Additional Work including, but not limited to, any claim or cause of action
130 concerning construction of the Project or Additional Work and, matters
131 pertaining to hazardous materials and other environmental matters in
132 existence as of the date of this Agreement, to the extent permitted by law,
133 the Developer shall indemnify, defend and hold harmless the Indemnified
134 Parties, or any Indemnified Party, from all claims, liabilities, losses, taxes,
135 judgments, costs, fines, fees, including expenses and reasonable attorney’s
136 fees, in connection therewith (collectively, “Losses”); provided, however,
137 that to the extent that any Losses are caused by the negligence, fraud or
138 willful misconduct of one or more Indemnified Parties, the Developer shall
139 have no obligation to indemnify such Indemnified Parties for any such

140 Losses. Any such Indemnified Party may obtain separate counsel to
141 participate in the defense thereof at his or her own expense. The
142 Indemnified Parties shall cooperate in the defense of such proceedings and
143 be available for any litigation related appearances which may be required.
144 Further, the Developer shall be entitled to settle any and all claims for
145 money, in such amounts and upon such terms as to payment as it may deem
146 appropriate, without the prior approval or consent of the Indemnified
147 Parties, or any of them, as the case may be, provided that neither the Village
148 nor any of the other Indemnified Parties shall be required to contribute to
149 such settlement except to the extent that Losses that are the subject of the
150 settlement are caused by the negligence, fraud or willful misconduct of an
151 Indemnified Party.

152 E. Notwithstanding anything herein to the contrary, none of the Indemnified
153 Parties shall not be liable to the Developer for damages of any kind or nature
154 whatsoever or otherwise in the event that, except where due to the
155 negligence, fraud or willful misconduct of one or more of the Indemnified
156 Parties, all or any part of the Act, or any of the TIF Ordinances or other
157 ordinances of the Village adopted in connection with either the Act or this
158 Agreement, shall be declared invalid or unconstitutional in whole or in part
159 by the final (as to which all rights of appeal have expired or have been
160 exhausted) judgment of any court of competent jurisdiction, and by reason
161 thereof either the Village is prevented from performing any of the
162 covenants and agreements herein or the Developer is prevented from

163 enjoying the rights and privileges hereof; provided that nothing in this
164 Section 2.1.E shall limit otherwise permissible claims by the Developer
165 against the Village or actions by the Developer seeking specific
166 performance of this Agreement or payment of amounts due in the event of
167 a breach of this Agreement by the Village.

168 F. Upon reasonable notice, the Village Manager, or his designee, shall have
169 access to all portions of the Project while it is under construction during
170 normal business hours for the purpose of determining compliance with this
171 Agreement, applicable laws and applicable regulations; provided, however,
172 that any such person(s) shall comply with all construction site rules and
173 regulations while such person(s) is on or near the Property. Additionally,
174 the Developer shall keep and maintain detailed accountings of expenditures
175 demonstrating the total actual costs of the Developer's Project and
176 Additional Work costs. All such books, records and other documents,
177 including but not limited to the general contractor's and subcontractors'
178 sworn statements, general contracts, subcontracts, purchase orders, waivers
179 of lien, paid receipts and invoices, and documentation evidencing that the
180 Developer has incurred and paid any expense for which reimbursement as
181 the Developer's Project and Additional Work costs, including
182 Redevelopment Project Costs, is sought by Developer hereunder shall be
183 made available in electronic format for inspection, copying, audit and
184 examination by an authorized representative of the Village for a period of
185 one (1) year after issuance of the Certificate of Completion (as defined

186 below). The Village shall treat all such information as confidential business
187 materials, the disclosure of which would cause the Developer competitive
188 harm. As such, the Village shall not disclose any such information pursuant
189 to a Freedom of Information Act request unless compelled to by the
190 Attorney General or a court of competent jurisdiction.

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

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

199 I. The Developer has furnished to the Village a Project Budget showing total
200 costs for the Project and the Additional Work in the amount of \$21.9 million
201 as set forth in Exhibit D. The Developer hereby certifies to the Village that
202 the Project Budget is true, correct and complete, to the best of the
203 Developer's knowledge, in all material respects.

204 2.2 **Representations and Warranties About Ownership.** The Developer represents,
205 warrants and covenants that, to its knowledge, no member, official, officer, employee of the
206 Village, or any commission or committee exercising authority over the Project or the Property, or
207 any consultant hired by the Village or the Developer with respect thereto, owns or controls or has
208 owned or controlled any interest, direct or indirect, in the Project or any portion of the Property,

209 or will own or control any interest in the Project, and that this Agreement will not violate Section
210 5/11-74.4-4(n) of the Act. Any representation or warranty made “to Seller’s actual knowledge” or
211 similar terms shall not be deemed to imply any duty of inquiry. For purposes of this Section 2.2,
212 “knowledge” shall mean and refer only to the actual knowledge of the Developer’s general counsel
213 and shall not be construed to refer to the knowledge of any other member, partner, officer, director,
214 agent, employee or representative of the Developer or any affiliate of the Developer.

215 2.3 **Disclosure.** In accordance with Illinois law, 50 ILCS 105/3.1, simultaneously with
216 the execution of this Agreement by the Parties, the Developer shall submit a sworn affidavit to the
217 Village disclosing the identity of every owner and beneficiary having any interest, real or personal,
218 in the Property, and every member, shareholder, limited partner, or general partner entitled to
219 receive more than 7 1/2% of the total distributable income of the Developer. The sworn affidavit
220 shall be substantially similar to the one attached as Exhibit E, attached hereto and made a part of
221 this Agreement.

222 **ARTICLE III**
223 **VILLAGE OBLIGATIONS**

224 3.1 **Village Economic Assistance.** In consideration of the substantial commitment of
225 the Developer to the development and construction of the Project and the undertaking of the
226 Additional Work and in order to induce the Developer to undertake the Project and the Additional
227 Work, the Village shall provide economic assistance to the Developer by reimbursing it for up to
228 Nine Million Nine Hundred Thousand Dollars and No Cents (\$9,900,000) in Project and
229 Additional Work costs, or fifty percent (50%) of the Actual Project Costs, as defined in Section
230 3.6(A) below, whichever is lesser (the “Maximum Reimbursement Amount”), by annual
231 installment payments (the “Economic Assistance”). The Parties agree that based on the Additional
232 Work Outside Completion Date, the Parties shall memorialize the Actual Project Costs for the

233 Project and the Additional Work on or before March 30, 2025. The Economic Assistance shall be
234 comprised of Available Incremental Taxes, as defined in Section 3.2 below, and Incremental Sales
235 Taxes, as defined in Section 3.3 below. The Maximum Reimbursement Amount shall be
236 reimbursed, to the extent the Developer has incurred Redevelopment Project Costs, by Available
237 Incremental Taxes, with the remainder, if any, to be reimbursed by Incremental Sales Taxes,
238 subject to the limitations described in Section 3.3. By way of example:

239 Estimated Redevelopment Project Costs are \$8,100,000, with \$1,800,000 in addition
240 Project Costs which will be reimbursed from Available Incremental Taxes, and other
241 Project and Additional Work costs estimated to be \$1,800,000, which will be reimbursed
242 from Incremental Sales Taxes. However, upon completion of the Project, actual
243 Redevelopment Project Costs are \$7,200,000 and Actual Project Costs are \$16,500,000.
244 Therefore, available Incremental Sales Taxes are recalculated to \$1,050,000 ($(\$16,500,000$
245 $\times .5) - \$7,200,000$). The Maximum Reimbursement Amount shall always be the lesser of
246 (a) 50% of Actual Project Costs and (b) \$9.9 million.

247 **3.2 Available Incremental Taxes.** Following issuance of the Certificate of
248 Expenditure, as defined below, the Village shall reimburse the Developer from Available
249 Incremental Taxes generated during the Available Incremental Tax Term for Redevelopment
250 Project Costs incurred by the Developer. The term "Available Incremental Taxes" shall mean one
251 hundred percent (100%) of all net incremental ad valorem real property taxes received by the
252 Village, if any, arising from the levies upon the Property attributable to the then current equalized
253 assessed valuation of the Property over and above the initial equalized assessed value of the
254 Property, all as determined pursuant to Section 5/11-74.4-8 of the Act and the TIF Ordinances.
255 The Parties acknowledge that the initial equalized assessed value of the Property, as set forth in

256 the TIF Ordinances, is \$11,664,000.00 and such amount shall be the basis for determining
257 incremental taxes; provided, however, that if the final equalized assessed value of the Property is
258 greater than \$11,664,000.00 at the time the Developer commences the Project, then such greater
259 assessed value shall be used for the determination of incremental taxes. Upon commencement of
260 the Project, the Village shall provide written verification of the equalized assessed value of the
261 Property to be used for the purposes of calculating incremental taxes. The term “Redevelopment
262 Project Costs” shall mean and include all costs defined as “redevelopment project costs” in Section
263 5/11-74.4-3(q) of the Act which are eligible for reimbursement under the Act and which have been
264 approved in the TIF Ordinances. The term “Available Incremental Tax Term” shall mean that 10-
265 year period, commencing on the date identified in the Developer Notice, as defined below, and
266 ending 10 years thereafter. Due to the uncertainty of when the Cook County Assessor’s Office
267 will recognize the value of the Project improvements, the Developer shall be permitted to select
268 the Collection Year, as defined below, in which the Available Incremental Tax Term shall
269 commence by delivering written notice to the Village (the “Developer Notice”); provided,
270 however, that the Collection Year selected by the Developer may be no later than Collection Year
271 2024 and provided further that if the Developer has not delivered the Developer Notice on or
272 before December 31, 2023, then the Available Incremental Tax Term shall be deemed to
273 commence with Collection Year 2024. The term “Collection Year” shall mean that calendar year
274 in which real estate taxes are collected based on the prior calendar year in which properties are
275 assessed. By way of example, Collection Year 2024 the year in which real estate taxes are
276 collected based on real estate assessments made in 2023. The Parties anticipate that the Developer
277 will incur approximately Eight Million One Hundred Thousand Dollars and No Cents (\$8,100,000)
278 in Redevelopment Project Costs, as set forth in Exhibit F attached hereto and made a part hereof.

279 However, the Parties agree that the actual Redevelopment Project Costs may increase or decrease
280 upon the completion of the Project and the Additional Work. To the extent that the Maximum
281 Reimbursement Amount has not been paid, reimbursements from Available Incremental Taxes
282 shall be made on or about February 1st following each Collection Year during the Available
283 Incremental Tax Term and on or about February 1st following the last Collection Year of the
284 Available Incremental Tax Term. The Village shall include its calculations for each
285 reimbursement payment in its transmittal of the reimbursement payment. By way of example
286 only, if the first year of the Available Incremental Tax Term is Collection Year 2022, then the first
287 reimbursement payment from Available Incremental Taxes shall be made on or about February 1,
288 2023.

289 **3.3 Incremental Sales Taxes.** Following the issuance of the Certificate of
290 Expenditure, the Village agrees to reimburse Developer an amount consisting of the Maximum
291 Reimbursement Amount less the Redevelopment Project Costs incurred by the Developer from
292 Incremental Sales Taxes, as defined below. Said portion of the Maximum Reimbursement Amount
293 to be provided from Incremental Sales Taxes shall not exceed Two Million Five Hundred
294 Thousand Dollars and No Cents (\$2,500,000) (the “Maximum Incremental Sales Tax Amount”),
295 to be calculated and reimbursed annually for a period of ten (10) years (the “Available Incremental
296 Sales Tax Term”), or until the Maximum Reimbursement Amount is reached, whichever occurs
297 first, in the following manner:

298 A. Incremental Sales Tax Sharing Formula

299 (1) The Village has calculated the Municipal Sales Taxes derived from
300 (a) businesses located within the Shopping Center and (b) the Retail
301 Tenant in calendar year 2019 to be \$ _____

302 [2019 LDS amount to be provided by the Village] (the “Sales Tax
303 Base”). The Village shall reimburse the Developer fifty percent
304 (50%) of all Municipal Sales Taxes, as defined below, generated by
305 businesses in the Shopping Center above the Sales Tax Base (the
306 “Incremental Sales Tax”) annually beginning with the Initial Sales
307 Tax Incentive Year, as defined below, and continuing for each
308 Subsequent Sales Tax Incentive Year, as defined below, for a period
309 of ten (10) years (the “Incremental Sales Tax Term”); provided,
310 however, that the Incremental Sales Tax Term shall end prior to the
311 10-year period upon the Developer’s receipt of the Maximum
312 Reimbursement Amount or the Maximum Incremental Sales Tax
313 Amount.

314 B. Municipal Sales Taxes

- 315 (1) The appropriate sales tax rate applicable to a sale is collected and
316 remitted to the Illinois Department of Revenue (“IDOR”) by each
317 retailer located in the Shopping Center in accordance to the
318 schedules established by IDOR. Subsequently, the IDOR distributes
319 the municipal portion (1%) of the total sales taxes reported pursuant
320 to the Retailer’s Occupation Tax Act, 35 ILCS 120/1 *et seq.*, and the
321 Service Occupation Tax Act, 35 ILCS 115/1 *et seq.* (collectively,
322 “Municipal Sales Taxes”) to the Village.
- 323 (2) There is currently a three-month time lag between the month in
324 which a retail sale subject to tax is completed, collected, and

325 remitted to the IDOR, and the month in which the Municipal Sales
326 Taxes are distributed to the Village in total. There is a further time
327 lag before the IDOR makes information available to the Village to
328 identify the breakdown of the Municipal Sales Taxes distributed by
329 reporting businesses necessary for the determination of the portion
330 of the Village's total Municipal Sales Taxes applicable to this
331 Agreement (e.g., Municipal Sales Taxes for the liability/reporting
332 month of January are distributed in April).

333 (3) A breakdown of the Municipal Sales Taxes distributed by reporting
334 businesses is provided to the Village by the IDOR, upon the request
335 of certain authorized Village individuals, under the Reciprocal
336 Agreement on Exchange of Information established between the
337 Village and the IDOR (the "Reciprocal Agreement"). This
338 Reciprocal Agreement restricts the Village's use of such
339 information only for the official purposes of the State and the
340 Village, and further requires that any information provided
341 thereunder must remain confidential in accordance with the State
342 law. The Reciprocal Agreement and applicable State laws also
343 severely limit the disclosure of business and sales tax information
344 provided to either the State or the Village. Accordingly, in relation
345 to this Agreement, the Village may only disclose the Shopping
346 Center's total Municipal Sales Taxes for the Initial Incremental
347 Sales Tax Year or Subsequent Incremental Sales Tax Year, as the

348 case may be. as established under this Agreement, provided that a)
349 there is an aggregate of more than four businesses in the reporting
350 period, and b) no single business constitutes a significant portion of
351 said aggregate total whereby said single business would remain
352 substantially recognizable. As a result of these restrictions, while the
353 Village currently does not expect this disclosure restriction will be
354 applicable, there exists a possibility that the Village may not be able
355 to disclose the calculation of Incremental Sales Tax under this
356 agreement on an annual basis. The Village agrees to perform
357 reasonable due diligence in the determination of Municipal Sales
358 Taxes relative to this Agreement.

359 (4) The information obtained from the IDOR under the above
360 referenced Reciprocal Agreement, as well as certain other
361 confidential information that may be obtained by the Village from
362 its local businesses from time to time, either separately or
363 collectively, is exempt from disclosure under the Illinois Freedom
364 of Information Act (5 ILCS 140/7) under subsection (a), as well as
365 the Illinois Retailers' Occupation Tax (35 ILCS 120/11).

366 (5) It is specifically understood and agreed to by the Parties that for
367 purposes of this Agreement, Municipal Sales Taxes, and Sales Tax
368 Base, do not refer to, or include, the Home Rule Municipal
369 Retailers' Occupation Tax and Home Rule Service Occupation Tax
370 ("Home Rule Sales Taxes") imposed by the Village under

371 Ordinance No. 2014-O-001, adopted on March 4, 2014, and as may
372 be amended from time to time. The exclusion of the Home Rule
373 Sales Taxes from any inducement or incentive agreement
374 established after the imposition of the tax was specifically excluded
375 in the enabling legislation.

376 C. Changes to the Sales Tax Base

377 (1) In the event that a one or more retailers relocate (each a “Relocating
378 Retailer”) from another location in the Village to the Shopping
379 Center prior to the expiration of this Agreement, the Sales Tax Base
380 shall be recalculated to increase the Sales Tax Base to include the
381 Relocating Retailer’s Municipal Sales Taxes (1%) from the most
382 recent Initial Sales Tax Incentive Year or Subsequent Sales Tax
383 Incentive Year, as applicable, prior to their relocation.

384 By way of example:

385 Initial Sales Tax Base of \$100,000; In 2021, Relocating
386 Retailer’s Municipal Sales Taxes at its vacated premises are
387 \$20,000. In 2022, Relocating Retailer relocates to the
388 Shopping Center. Subject to the pro-ration provisions
389 below, the Sales Tax Base will be recalculated to \$120,000.

390 (2) During the Initial Sales Tax Incentive Year or Subsequent Sales Tax
391 Incentive Year, as applicable, of a Relocating Retailer’s operation
392 in the Shopping Center, the Village shall pro-rate the Relocating
393 Retailer’s contribution to the Sales Tax Base in the event the

394 Relocating Retailer's start of operations in the Shopping Center does
395 not correspond to the Initial Sales Tax Incentive Year or Subsequent
396 Sales Tax Incentive Year. Using the example in subsection (1)
397 immediately above, assuming a Sales Tax Incentive Year runs
398 December 1 to November 30 and further assuming Relocating
399 Retailer relocates to the Shopping Center on February 1, the Sales
400 Tax Base will only increase by 3/12ths of the \$20,000 for that
401 particular Sales Tax Incentive Year and then all \$20,000 for all other
402 Subsequent Sales Tax Incentive Years.

403 (3) The Parties agree that in no event shall the Retail Tenant's
404 contributions to the Sales Tax Base be pro-rated.

405 D. Sales Tax Incentive Year

406 The "Initial Sales Tax Incentive Year" shall be that twelve (12) month
407 period commencing on the first day of the full month that follows the month
408 in which the Grocery Tenant has commenced operations. Each subsequent
409 12-month period is hereinafter referred to as the "Subsequent Sales Tax
410 Incentive Year."

411 3.4 The Developer agrees and understands that: (1) the sole source of funds for
412 payment of the Economic Assistance is expressly limited to Available Incremental Taxes and
413 Incremental Sales Taxes; (2) the Developer is assuming the risk that Available Incremental Taxes
414 and Incremental Sales Taxes generated during the term of this Agreement may be less than the
415 Maximum Reimbursement Amount; (3) the Developer will have no right to compel the exercise
416 of any taxing power of the Village for payment of any of the reimbursement amounts; (4) the

417 Village's reimbursement obligations pursuant to this Agreement do not and will not represent or
418 constitute a general obligation or a pledge of the faith and credit of the Village, the State of Illinois
419 or any political subdivision thereof; and (5) to the extent that the Developer has been fully
420 reimbursed for all TIF eligible Redevelopment Project Costs, the sole source of funding for the
421 remaining payments toward the Maximum Reimbursement Amount is Incremental Sales Taxes
422 which is further limited to the Maximum Incremental Sales Tax Amount.

423 3.5 In the event that IDOR changes its reporting of Municipal Sales Taxes such that it
424 is not reasonably feasible for the Village to attribute Municipal Sales Taxes to retailer in the
425 Shopping Center, Developer shall be responsible for duly executing appropriate agreements with
426 any and all retail tenants in the Shopping Center requiring same, and require such tenants remain
427 contemporaneous with the filing of sales tax reports with the IDOR or successor agency; and to
428 furnish to the Village such authorization forms or other documents as may be required for purposes
429 of identifying the Village's sales tax revenues for the Shopping Center pursuant to this Agreement.
430 Developer acknowledges in the event a retail tenant has multiple locations, only tax reporting for
431 the location in the Shopping Center shall be included in the Village's calculations under this
432 Agreement. Except where IDOR changes its reporting of Municipal Sales Taxes as contemplated
433 in this Section 3.5, Developer acknowledges that calculations of the Incremental Sales Tax shall
434 solely be based upon amounts reported by the IDOR.

435 3.6 **Timing of Reimbursement Payments.**

436 A. Upon completion of the Project, the Developer shall submit a Certificate of
437 Expenditure, substantially in the form set forth on Exhibit G (the
438 "Certificate of Expenditure") to document and substantiate the amount of
439 Project and Additional Work costs incurred by the Developer (the "Actual

440 Project Costs”), including Redevelopment Project Costs. In addition to the
441 Certificate of Expenditure, the Developer’s submission shall include such
442 evidence reasonably acceptable to the Village that validates the Developer
443 has incurred such Redevelopment Project Costs. Such evidence shall
444 include, but is not limited to, owner’s sworn statements, contractor and
445 subcontractor lien waivers, invoices and cancelled checks related thereto,
446 or such other documents as may be appropriate or required. The Village
447 shall approve the Certificate of Expenditure within thirty (30) days of
448 receipt, provided that all necessary and sufficient supporting documentation
449 has been supplied by the Developer. Thereafter, the Developer may submit
450 up to three requests for amendments to the Certificate of Expenditure to
451 reflect additional Project and Additional Work costs provided that the
452 Developer submits additional evidence reasonably acceptable to the Village
453 that it has incurred such additional costs and such costs have not previously
454 been reported; provided, however, that the latest date that the Developer
455 may request to include costs in Actual Project Costs shall be March 30,
456 2024. All costs approved pursuant to a Certificate of Expenditure shall be
457 included in the calculation of Actual Project Costs.

458 B. To the extent that the Maximum Reimbursement Amount or the Maximum
459 Incremental Sales Tax Amount has not been paid, reimbursements from
460 Incremental Sales Taxes shall be made to the Developer on or about 180
461 days after the end of the Initial Sales Tax Incentive Year and Subsequent
462 Sales Tax Incentive Year, including the last year of the Incremental Sales

463 Tax Term. By way of example only, Sales Tax Incentive Year commences
464 on December 1, 2021, the first reimbursement payment from Incremental
465 Sales Taxes shall be made on or about May 1, 2023. In the event that, as of
466 the reimbursement date following the Outside Additional Work Date, the
467 amount of Incremental Sales Taxes actually paid to the Developer exceeds
468 the amount of reimbursement from Incremental Sales Taxes due to the
469 Developer based on the final calculation of Actual Project Costs, then the
470 Developer shall repay such excess amount to the Village within 30 days of
471 demand from the Village.

472 **3.7 Certificate of Completion.** Upon the Developer's written request the Village shall
473 issue to the Developer a Certificate of Completion in recordable form confirming that the
474 Developer has fulfilled its obligation to complete the Project in accordance with the terms of this
475 Agreement. The Village shall issue the Certificate of Complete only upon (i) the Village's
476 determination of Developer's satisfactory completion of the Project, and (ii) the Village's approval
477 of a Certificate of Expenditure for the Project. The Village shall respond to the Developer's written
478 request for a Certificate of Completion within thirty (30) days by issuing said Certificate or a
479 written statement detailing the ways in which the Project does not conform to this Agreement or
480 has not been satisfactorily completed, and the measures which must be taken by the Developer in
481 order to obtain the Certificate of Completion. The Developer may resubmit a written request for
482 a Certificate of Completion upon accomplishment of such measures.

483 **3.8 Developer Indemnification.** In the event a claim is made against the Developer,
484 its directors, partners, affiliates, shareholders, officers, officials, agents and employees or any of
485 them, or if the Developer, its directors, partners, affiliates, shareholders, officers, officials, agents

486 and employees or any of them (the “Developer Indemnified Party” or “Developer Indemnified
487 Parties”), is made a party-defendant in any proceeding arising out of or in connection with the
488 Village’s duties, obligations and responsibilities under the terms of this Agreement to the extent
489 permitted by law, the Village shall indemnify, defend and hold harmless the Developer
490 Indemnified Parties, or any Developer Indemnified Party, from all claims, liabilities, losses, taxes,
491 judgments, costs, fines, fees, including expenses and reasonable attorney’s fees, in connection
492 therewith. Any such Developer Indemnified Party may obtain separate counsel to participate in
493 the defense thereof at his or her own expense. The Developer Indemnified Parties shall cooperate
494 in the defense of such proceedings and be available for any litigation related appearances which
495 may be required. Further, the Village shall be entitled to settle any and all claims for money, in
496 such amounts and upon such terms as to payment as it may deem appropriate, without the prior
497 approval or consent of the Developer Indemnified Parties, or any of them, as the case may be,
498 provided that neither the Developer nor any of the other Developer Indemnified Parties shall be
499 required to contribute to such settlement.

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ARTICLE IV AUTHORITY

504 4.1 **Village Powers and Authority.** The Village hereby represents and warrants to
505 the Developer that the Village has full constitutional and lawful right, power and authority, under
506 currently applicable law, to execute and deliver and perform the terms and obligations of this
507 Agreement, and the foregoing has been, or will be, duly and validly authorized and approved by
508 all necessary Village proceedings, findings and actions. Accordingly, this Agreement constitutes
509 the legal, valid and binding obligation of the Village, and is enforceable in accordance with its

510 terms and provisions and the execution of this Agreement does not require the consent of any other
511 governmental authority.

512 4.2 **Developer Powers and Authority.** The Developer hereby represents and warrants
513 to the Village that the Developer has full lawful right, power and authority, under currently
514 applicable law, to execute and deliver and perform the terms and obligations of this Agreement,
515 and the foregoing has been or will be duly and validly authorized and approved by all necessary
516 Developer actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation
517 of the Developer, is enforceable in accordance with its terms and provisions and does not require
518 the consent of any other party.

519 4.3 **Authorized Parties.** Except in cases where the approval or authorization of the
520 Village's Corporate Authorities is required by law, whenever, under the provisions of this
521 Agreement, or other related documents and instruments or any duly authorized supplemental
522 agreements, any request, demand, approval, notice or consent of the Village or the Developer is
523 required, or the Village or the Developer is required to agree to, or to take some action at, the
524 request of the other, such request, demand, approval, notice or consent, or agreement shall be given
525 for the Village, unless otherwise provided herein, by the Village Manager or his designee and for
526 the Developer by any officer of the Developer so authorized (and, in any event, the officers
527 executing this Agreement are so authorized). Any Party shall be authorized to act on any such
528 request, demand, approval, notice or consent, or agreement or other action and neither Party hereto
529 shall have any complaint against the other as a result of any such action taken.

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ARTICLE V DEFAULTS AND REMEDIES

532 5.1 **Breach.** A Party shall be deemed to be in breach this Agreement if it fails to
533 materially perform, observe or comply with any of its covenants, agreements or obligations

534 hereunder or breaches or violates any of its representations contained in this Agreement after the
535 expiration of any cure period applicable thereto.

536 **5.2 Cure of Breach.** Except as otherwise provided herein, prior to the time that a
537 failure of any Party to this Agreement to perform its obligations hereunder or the failure to perform
538 any other action or omission to perform any such obligation or action described in Section 5.1 shall
539 be deemed to be a breach hereof, the Party claiming such failure shall provide written notification
540 to the Party alleged to have failed to perform of the alleged failure and shall demand performance.
541 No breach of this Agreement may be found to have occurred if performance has commenced to
542 the reasonable satisfaction of the complaining Party within sixty (60) days of the receipt of such
543 notice; provided, however that if the Developer alleges that the Village has failed to pay
544 Incremental Taxes as and when required, then the Village shall have thirty (30) days to cure such
545 default. The prosecution of the conduct necessary to remedy the alleged breach must be diligently
546 pursued until the cure is perfected. The obligation to cure defaults, as herein required, shall be
547 tolled during any applicable time period during which a delay in performance is permitted as an
548 event of one or more Force Majeure Delays under the provisions of Section 6.3 hereof but the
549 tolling of the performance of any obligation shall be limited to the obligation or action as to which
550 the Force Majeure Delay provisions apply.

551 In the event that either Party shall breach any provision of this Agreement and fail to cure
552 said breach as provided in the preceding paragraph or as elsewhere provided in this Agreement,
553 the non-defaulting Party may enforce the terms hereof by filing any action or proceeding available
554 at law or in equity, in any court of competent jurisdiction, including an action for specific
555 performance of the covenants and agreements herein contained. Notwithstanding the foregoing,
556 the Village remedy for monetary breaches shall be limited to its actual (but not consequential)

557 damages in an amount not to exceed its out-of-pocket expenses incurred in connection with this
558 Agreement, including attorneys' fees. Except as otherwise set forth herein, no action taken by a
559 Party pursuant to the provisions of this Section 5.2 or pursuant to the provisions of any other
560 section of this Agreement shall be deemed to constitute an election of remedies and all remedies
561 set forth in this Agreement shall be cumulative and nonexclusive of any other remedy either set
562 forth herein or available to any Party at law or in equity. Notwithstanding anything herein to the
563 contrary, in the event that the Developer fails to complete the Project, the Village's sole remedy
564 shall be to withhold payment of Incremental Taxes.

565 **5.3 Default Shall Not Permit Termination of Agreement.** No default under this
566 Agreement shall entitle any Party to terminate, cancel or otherwise rescind this Agreement;
567 provided, however, this limitation shall not affect any other rights or remedies the Parties may
568 have by reason of any default under this Agreement.

569 **5.4 Right to Enjoin.** In the event of any violation or threatened violation of any of
570 the provisions of this Agreement by a Party, any other Party shall have the right to apply to a
571 court of competent jurisdiction for an injunction against such violation or threatened violation,
572 and/or for a decree of specific performance.

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ARTICLE VI GENERAL PROVISIONS

576 **6.1 Time of Essence.** Time is of the essence of this Agreement. The Parties will make
577 every reasonable effort to expedite the subject matters hereof and acknowledge that the successful
578 performance of this Agreement requires their continued cooperation.

579 **6.2 Mutual Assistance.** The Parties agree to take such actions, including the execution
580 and delivery of such documents, instruments and certifications (and, in the case of the Village, the

581 adoption of such ordinances and resolutions), as may be necessary or appropriate from time to
582 time to carry out the terms, provisions and intent of this Agreement and to aid and assist each other
583 in carrying out such terms, provisions and intent. The Village agrees that it shall not revoke or
584 amend one or more of the TIF Ordinances if such revocation or amendment would prevent or
585 impair the development of the Project in accordance with this Agreement or the Village's
586 performance of its obligations hereunder. The Parties shall cooperate fully with each other in
587 securing from any and all appropriate governmental authorities (whether federal, state, county or
588 local) any and all necessary or required permits, entitlements, authorizations and approvals to
589 develop and construct the Project.

590 6.3 **Force Majeure.** Neither the Village nor Developer nor any successor in interest
591 to either of them shall be considered in breach of or in default of its obligations under this
592 Agreement in the event of any delay caused by pandemic, epidemic, governmental restrictions,
593 takings, and limitations arising subsequent, war, state or national emergency, government
594 mandated closures, damage or destruction by fire or other casualty, strike, shortage of material,
595 unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain
596 storms or below-freezing temperatures of abnormal degree or for an abnormal duration, tornadoes
597 or cyclones, and other events or conditions beyond the reasonable control of the Party affected
598 which in fact interferes with the ability of such Party to discharge its obligations hereunder (in
599 each case, a "Force Majeure Delay"). In each case where a Party hereto believes its performance
600 of any specific obligation, duty or covenant is delayed or impaired by reason of an event of Force
601 Majeure Delay, the Party claiming the benefit of this Section 6.3 shall notify the other Party of the
602 nature of the event claimed to constitute Force Majeure Delay and, specifically, the obligation,
603 duty or covenant which it believes is delayed or impaired by reason of the designated event.

604 Notification shall be provided in accordance with Section 6.8. Performance of the obligation, duty
605 or covenant impaired by reason of the designated event shall be tolled for that period of time
606 reasonably necessary to remove or otherwise cure the impediment to performance and the Party
607 relying on the event of Force Majeure Delay shall be obligated to pursue such remedy or cure with
608 reasonable diligence given the nature of the impairment, to the extent the same may be reasonably
609 cured. In no case shall an event of Force Majeure Delay toll the performance of any obligation,
610 duty or covenant not directly implicated in the claimed event of Force Majeure Delay. Further,
611 nothing herein shall be deemed to preclude the right of the Party entitled, by the terms of this
612 Agreement, to receive the performance of any obligation, duty or covenant to challenge the validity
613 of a claimed event of Force Majeure Delay.

614 6.4 **Amendment.** This Agreement, and any exhibits attached hereto, may be amended
615 only by the mutual consent of the Parties evidenced by a written amendment, by the adoption of
616 an ordinance or resolution of the Village approving said written amendment, as provided by law,
617 and by the execution of said written amendment by the Parties or their successors in interest.
618 Notwithstanding the foregoing, an amendment to the Project Plans or planned unit development
619 shall not require an amendment to this Agreement. In addition, the Village Manager may affect
620 Minor Modifications to this Agreement without the same being deemed an amendment to this
621 Agreement which requires action by the Village President and the Board of Trustees. For the
622 purposes of this Agreement, the term “Minor Modification” means a modification or waiver of
623 any requirement, specification, or other term set forth in this Agreement, consented to by the
624 Parties in writing, whereby such modification or waiver does not materially affect the goals,
625 purposes, or nature of the Agreement.

626 6.5 **Entire Agreement.** This Agreement sets forth all agreements, understandings and
627 covenants between and among the Parties relative to the matters herein contained. This Agreement
628 supersedes all prior agreements, negotiations and understandings, written and oral, and shall be
629 deemed a full integration of the entire agreement of the Parties.

630 6.6 **Severability.** If any provisions, covenants, agreement or portion of this
631 Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall
632 not affect the application or validity of any other provisions, covenants or portions of this
633 Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement
634 are declared to be severable.

635 6.7 **Consent or Approval.** Except as otherwise specifically provided in this
636 Agreement, whenever consent or approval written or otherwise of any Party to this Agreement is
637 required, such consent or approval shall not be unreasonably withheld, delayed or conditioned.

638 6.8 **Illinois Law.** This Agreement shall be construed in accordance with the laws of the
639 State of Illinois.

640 6.9 **Notice.** Any notice, request, consent, approval or demand (each, a “Notice”) given
641 or made under this Agreement shall be in writing and shall be given in the following manner: (A)
642 by personal delivery of such Notice; or (B) by mailing of such Notice by certified mail, return
643 receipt requested; (C) by sending e-mail transmission of such Notice with confirmation of receipt;
644 or (D) by commercial overnight delivery of such Notice. All Notices shall be delivered to the
645 addresses set forth in this Section 6.8. Notice served by certified mail shall be effective on the
646 fifth Business Day (as defined below) after the date of mailing. Notice served by e-mail
647 transmission shall be effective as of date and time of e-mail transmission, provided that the Notice
648 transmitted shall be sent on a Business Day during business hours. In the event e-mail Notice is

649 transmitted on a non-Business Day or during non-business hours, the effective date and time of
650 Notice is the first business hour of the next Business Day after transmission. Notice served by
651 commercial overnight delivery shall be effective on the next Business Day following deposit with
652 the overnight delivery company. For purposes hereof, the first “business hour” of a Business Day
653 shall be 8:00 a.m. Central time and the last “business hour” shall be 6:00 p.m. Central time. The
654 term “Business Day” shall be Monday through Friday, excluding federal and State of Illinois
655 holidays.

656 If to the Village:

657 Village of Tinley Park
658 Attn: Village Manager
659 16250 South Oak Park Avenue
660 Tinley Park, Illinois 60477
661 dniemeyer@tinleypark.org

662 with a copy to:

663 Peterson, Johnson & Murray Chicago, LLC
664 Attn: Kevin Kearney
665 200 West Adams Street, Suite 2125
666 Chicago, Illinois 60606
667 kkearney@pjmchicago.com

668 If to the Developer:

669 Brixmor Property Group
670 Attn: Andy Balzer
671 8700 West Bryn Mawr Avenue; Suite 1000-S
672 Chicago, Illinois 60631
673 Andrew.Balzer@brixmor.com

674 With a copy to:

675 Brixmor Property Group
676 Attn: General Counsel
677 450 Lexington Avenue, 13th Floor
678 New York, New York 10017
679 Steven.Siegel@brixmor.com

680 with a copy to:

681 Dykema Gossett, PLLC
682 Attn: Andrew P. Scott, Esq.
683 10 South Wacker Drive, Suite 2300
684 Chicago, Illinois 60606
685 apscott@dykema.com

686 6.10 **Counterparts.** This Agreement may be executed in several counterparts, each of
687 which shall be an original and all of which shall constitute but one and the same agreement.

688 6.11 **Term of Agreement.** The term of this Agreement shall commence on the Effective
689 Date and continue until the earlier of: (A) the Developer's receipt of the Maximum Reimbursement
690 Amount or (B) the last day of the Available Incremental Tax Term or Available Incremental Sales
691 Tax Term, whichever is later; provided, however, the Village's obligation to make a final
692 reimbursement payment of Incremental Sales Taxes and/or Available Incremental Taxes under
693 either Available Incremental Tax Term and/or Available Incremental Sales Tax Term shall survive
694 the term of the Agreement and the Developer's rights and remedies to enforce such obligation shall
695 survive the term of the Agreement.

696 6.12 **Good Faith and Fair Dealing.** Village and Developer acknowledge their duty to
697 exercise their rights and remedies hereunder and to perform their covenants, agreements and
698 obligations hereunder, reasonably and in good faith.

699 6.13 **Drafting.** Each Party and its counsel have participated in the drafting of this
700 Agreement therefore none of the language contained in this Agreement shall be presumptively
701 construed in favor of or against either Party.

702 6.14 **Recording.** The Developer shall be permitted to record, at its costs and expense, a
703 memorandum of this Agreement with the Cook County Recorder of Deeds.

704 6.15 **Covenants Run with the Land/Successors and Assigns.** It is intended that the
705 covenants, conditions, agreements, promises, obligations and duties of each Party as set forth in
706 this Agreement shall be construed as covenants and that, to the fullest extent legally possible, all

707 such covenants shall run with and be enforceable against both the covenanted and the Property.
708 Such covenants shall terminate upon termination or expiration of this Agreement. On or before
709 the last date of payment of Incremental Taxes, the Village shall provide a release to confirm
710 termination of this Agreement which Developer may, at its sole cost and expense, record against
711 the Property. This Agreement shall inure to the benefit of, and shall be binding upon, each
712 Developer and each Developer's respective successors, grantees and permitted assigns, and upon
713 successor corporate authorities of the Village and successor municipalities.

714 6.16 **Assignment.** Prior to issuance of the Certificate of Completion, Developer may
715 not assign this Agreement, or any rights of obligations hereunder, to any party, except to an
716 affiliate or party providing financing for the Project, without the prior express written consent
717 of the Village. After to issuance of the Certificate of Completion, the Developer may assign
718 this Agreement, or any rights of obligations hereunder, provided that the Developer delivers at
719 least ten (10) days' notice prior to such assignment taking effect.

720 6.17 **Partial Funding.** Except as otherwise set for in this Agreement, the Developer
721 acknowledges and agrees that the economic assistance to be received by the Developer as set forth
722 in this Agreement is intended to be and shall be a source of partial funding for the Project and
723 agrees that any additional funding above and beyond said economic assistance shall be solely the
724 responsibility of the Developer. The Developer acknowledges and agrees that the amount of
725 economic assistance set forth in this Agreement represents the maximum amount of economic
726 assistance to be received by the Developer, provided the Developer complies with the terms and
727 provisions set forth in this Agreement. The Developer further acknowledges and agrees that the
728 Village is not a joint developer or joint venturer with the Developer and the Village is in no way
729 responsible for completion of any portion of the Project.

746 **IN WITNESS WHEREOF**, the Parties have duly executed this Agreement pursuant to all
747 requisite authorizations as of the date first above written.

748 **VILLAGE OF TINLEY PARK,**
749 an Illinois Municipal Corporation

750 By: _____
751 Village President

752

753 ATTEST:
754 _____
755 Village Clerk

756

DRAFT

BRIXMOR/IA TINLEY PARK PLAZA, LLC,
a Delaware limited liability company

By: Brixmor/IA JV Pool B, LLC,
a Delaware limited liability company,
its sole member

By: Brixmor/IA JV, LLC,
a Delaware limited liability company,
its sole member

By: Brixmor IA JV Manager, LLC,
a Delaware limited liability company,
its sole member

By: _____
Name: _____
Its: _____,

757
758 STATE OF ILLINOIS)
759) SS
760 COUNTY OF COOK)

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

770 GIVEN under my hand and official seal, this _____ day of September, 2020.

771 Commission expires _____
772 _____ Notary Public

773

774

775

DRAFT

EXHIBIT A

Legal Description and Map of Redevelopment Project Area

DRAFT

Legal Description of Redevelopment Project Area

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH 247 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF

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

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

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

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

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

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

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

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

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

DISTANCE OF 183.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE WEST 180.00 FEET ALONG LAST SAID SOUTH LINE; THENCE SOUTH 5.00 FEET; THENCE WEST 200.00 FEET ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF SAID 159TH STREET; THENCE NORTH 5.00 FEET; THENCE WEST 307.62 FEET ALONG THE SOUTH LINE OF SAID 159TH STREET; THENCE SOUTH 1050.00 FEET ON A LINE NORMAL TO SAID SOUTH LINE OF 159TH STREET; THENCE EAST 845.55 FEET TO THE WEST RIGHT OF WAY LINE OF OAK PARK AVENUE (WHICH IS 33.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION); THENCE NORTH ALONG LAST SAID WEST LINE 355.45 FEET TO A POINT 694.55 FEET SOUTH FROM THE SOUTH RIGHT OF WAY LINE OF 159TH STREET; THENCE WEST 17.00 FEET; THENCE NORTH 555.63 FEET; THENCE WEST 133.00 FEET; THENCE NORTH 139.68 FEET TO THE SOUTH LINE OF 159TH STREET AND THE POINT OF BEGINNING, TO THE SOUTHWEST CORNER THEREOF AND ALSO THE SOUTHEAST CORNER OF PARCEL OF

LAND BEING PART OF THE WEST HALF AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED JULY 8, 1932 AS DOCUMENT NUMBER 11113021 AND RATIFICATION THEREOF FILED APRIL 8, 1971 AS DOCUMENT LR 2551034 AND THE LINE BETWEEN THE EAST HALF AND THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE WEST 117.55 FEET ALONG SAID SOUTH RIGHT OF WAY LINE 1094 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 1050 FEET ON LAST SAID LINE; THENCE EAST 451.56 FEET ON A LINE 1050 FEET SOUTH OF AND PARALLEL TO SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 1050 FEET TO SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 339.11 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST 339.11 FEET ON LAST SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING;

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

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

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

CENTENNIAL OFFICE PARK AS PER PLAT THEREOF RECORDED OCTOBER 5, 1988 AS DOCUMENT NUMBER 88458264;

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

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

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

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

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

BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC);

THENCE NORTHEASTERLY ALONG THE SOUTHEAST LINE OF PARCEL 4 IN FINAL PLAT OF MEADOW MEWS PHASE ONE PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378525 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC) AND THE SOUTHEAST LINE OF PARCEL 14 IN FINAL PLAT OF MEADOW MEWS PHASE TWO PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378524 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC), TO THE

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

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

THENCE EASTERLY ALONG THE NORTH LINE OF PARCEL OF LAND BEING PART OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF

SECTION 19; THENCE NORTH 89 DEGREES 43 MINUTES WEST (BEARINGS ASSUMED FOR PURPOSES OF THIS PARCEL ONLY) 585 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 258.72 FEET, AN ARC DISTANCE OF 101.52 FEET AND A CHORD BEARING OF SOUTH 79 DEGREES 02 MINUTES 33 SECONDS WEST; THENCE NORTH 68 DEGREES 24 MINUTES 11 SECONDS WEST 79.57 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 54 SECONDS EAST 533 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES EAST 755.40 FEET, TO THE EAST LINE OF SAID WEST HALF OF SECTION 19; THENCE SOUTH 00 DEGREES 03 MINUTES 54 SECONDS EAST 542.27 FEET ALONG SAID LINE TO THE POINT OF BEGINNING, TO THE EAST LINE OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

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

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

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

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

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

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

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

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

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

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

THENCE WESTERLY ALONG THE NORTH OF LOT 27 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE WEST LINE OF PARCEL OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE

NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 43 MINUTES EAST (BEARINGS ASSUMED FOR PURPOSES OF THIS PARCEL ONLY) 908 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 43 MINUTES EAST 258.81 FEET ALONG SAID NORTH LINE; THENCE SOUTH 657.03 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS WEST 244.05 FEET; THENCE NORTH 116.32 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS WEST 15 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 30 SECONDS EAST 542 FEET TO THE POINT OF BEGINNING;

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

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

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

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

THENCE WESTERLY ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF LOT 1 AND THE SOUTH LINE OF LOT 1 IN SUPER-K SUBDIVISION AS PER PLAT

THEREOF RECORDED MARCH 20, 1991 AS DOCUMENT NUMBER 97195157, TO THE POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE THE FOLLOWING DESCRIBED PARCELS OF LAND:

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

ALSO,

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

ALSO,

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

The Redevelopment Project Area is generally bounded by:

North – 159th Street (except for a few parcels west of Oak Park Avenue that are north of 159th Street)

South – the northern boundary of Siemsen Meadows (165th Street, extended)

East – Oak Park Avenue

West – Olcott Avenue

all in Tinley Park, Bremen and Orland Townships, Cook County, Illinois

Map of Redevelopment Project Area

[Attached]

DRAFT

EXHIBIT B

Legal Description and Map of Property

DRAFT

Legal Description of Property

PARCEL 1:

LOTS 1 AND 2 IN THE PLAT OF TINLEY PARK PLAZA SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 2004 AS DOCUMENT NUMBER 0409818067, BEING A SUBDIVISION OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF TINLEY PARK, COOK COUNTY, ILLINOIS.

ALSO DESCRIBED AS:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE WEST LINE OF SECTION 19, 304.50 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 11 SECONDS EAST, 70.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 57 MINUTES 11 SECONDS EAST, 359.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 551.85 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 45 SECONDS EAST, 154.13 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1,478.13 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 00 SECONDS WEST, 513.13 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF HARLEM AVENUE, SAID POINT BEING 70.00 FEET EAST OF THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 2,027.69 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

TOGETHER WITH RIGHTS CONTAINED IN AN EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, AS CREATED BY THE ACCESS EASEMENT AGREEMENT DATED SEPTEMBER 20, 1995 AND RECORDED OCTOBER 3, 1995 AS DOCUMENT 95669296, BETWEEN THE VILLAGE OF TINLEY PARK, A MUNICIPAL CORPORATION AND THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK, A NEW YORK CORPORATION, OVER THE FOLLOWING DESCRIBED PROPERTY, TO WIT:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 1 IN CENTENNIAL SUBDIVISION UNIT 1, ACCORDING TO THE PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT 27155558; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1, EXTENDED SOUTH 80.56 FEET TO THE

POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHEAST, RADIUS 32.00 FEET, CENTRAL ANGLE 79 DEGREES, 32 MINUTES, 42 SECONDS, 44.43 FEET; THENCE SOUTH 79 DEGREES, 32 MINUTES, 42 SECONDS EAST ALONG A TANGENT 65.00 FEET; THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST RADIUS 24.00 FEET, CENTRAL ANGLE 26 DEGREES, 21 MINUTES, 27 SECONDS, 11.04 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF CENTENNIAL DRIVE, AS HERETOFORE DEDICATED BY DOCUMENT 25509385 RECORDED JULY 9, 1980; THENCE SOUTH 11 DEGREES, 18 MINUTES 53 SECONDS WEST, 31.79 FEET TO A POINT ON A 24.00 FOOT RADIUS, THE CENTER OF CIRCLE OF SAID CURVE BEARS SOUTH 34 DEGREES, 51 MINUTES, 51 SECONDS WEST FROM SAID POINT; THENCE WESTERLY ALONG SAID CURVE 10.12 FEET, CENTRAL ANGLE 24 DEGREES, 10 MINUTES, 05 SECONDS; THENCE NORTH 79 DEGREES, 18 MINUTES, 14 SECONDS WEST ALONG TANGENT, 34.70 FEET; THENCE SOUTHWESTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST, RADIUS 37.00 FEET, CENTRAL ANGLE 102 DEGREES, 00 MINUTES, 19 SECONDS, 65.87 FEET; THENCE SOUTH 01 DEGREES, 18 MINUTES, 33 SECONDS EAST ALONG TANGENT 24.82 FEET; THENCE SOUTHWESTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, RADIUS 39.00 FEET, CENTRAL ANGLE 39 DEGREES, 04 MINUTES, 44 SECONDS, 26.60 FEET TO A POINT ON AFORESAID WESTERLY LINE EXTENDED SOUTH OF LOT 1 IN CENTENNIAL SUBDIVISION; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG SAID WESTERLY LINE EXTENDED 150.38 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN(S): 28-19-100-057; 28-19-100-058

COMMONLY KNOWN AS: Tinley Park Plaza Shopping Center
15903-16205 Harlem Avenue
Tinley Park, Illinois

Map of Property

[Attached]

DRAFT

EXHIBIT C

Project Plans

[Attached]

DRAFT

EXHIBIT D
Project Budget

Soft Costs	Amount
Impact Fees	\$60,000.00
Other Permits & Fees	\$15,000.00
Entitlement Costs	\$50,000.00
Architects & Engineering	\$415,500.00
Civil Engineering	\$88,500.00
Environmental Consultant	\$10,000.00
Soils/Geotechnical	\$20,000.00
Legal	\$220,000.00
Third Party Inspections/Reports	\$25,000.00
Other Consultants	\$75,000.00
Hard Costs	Amount
Site Work	\$1,466,997.59
Sidewalk / ADA upgrade	\$358,309.80
Landscaping	\$150,000.00
Pylons	\$200,000.00
Lighting Retrofit	\$130,000.00
Stormwater Management Site Costs	\$300,000.00
Building Demolition	\$300,150.00
Shell Construction (Grocer)	\$4,310,597.40
Shell Construction (Retailer)	\$2,750,000.00
Shell Construction (Space 18)	\$742,356.02
Façade / Non Anchor	\$1,500,000.00
Roofing	\$100,000.00
Contingency (Soft, Hard and Maintenance Costs)	\$1,811,104.84
Environmental / Asbestos	\$348,000.00
Parking Improvements	\$977,768.94
Tenant Specific Costs (Landlord Work, TI and Commissions)	\$3,597,868.66
Tenant Relocation and Buy Out Costs	\$1,884,072.83
TOTAL	\$21,906,226.08

EXHIBIT E

Form of Disclosure Affidavit

State of Illinois)
) ss
County of _____)

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

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

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

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

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

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

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

Affiant: _____

Subscribed and Sworn to before me this _____ day of September, 2020.

Notary Public

EXHIBIT F**Redevelopment Project Costs**

Soft Costs	Amount
Pro-rated Soft Costs ¹	\$389,645.25
SOFT COST TOTAL	\$389,645.25
Hard Costs	Amount
Site Work	\$1,466,997.59
Sidewalk / ADA upgrade	\$358,309.80
Landscaping	\$150,000.00
Pylons	\$200,000.00
Lighting Retrofit	\$130,000.00
Stormwater Management Site Costs	\$300,000.00
Building Demolition	\$300,150.00
Façade / Non Anchor	\$1,500,000.00
Roofing	\$100,000.00
Environmental / Asbestos	\$348,000.00
Parking Improvements	\$977,768.94
Tenant Specific Costs (Landlord Work and TI)	\$1,129,126.75
Tenant Relocation and Buy Out Costs	\$750,000
HARD COST TOTAL	\$7,710,354.75²
TOTAL	\$8,100,000.00

¹ Soft costs which are eligible Redevelopment Project Costs have been estimated based on the ratio of Redevelopment Project Costs hard costs divided by total Project hard costs.

² The Developer has estimated \$1,811,104.84 in hard and soft contingency costs. All contingency costs expended in furtherance of Redevelopment Project Costs shall be reimbursable subject to the Maximum Reimbursement Amount.

EXHIBIT G

Form of Certificate of Expenditure

Date: _____, 2021

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

Re: Brixmor IA Tinley Park Plaza, LLC ("Developer") \$ _____ Incremental Tax Reimbursement

This Certificate of Expenditure is provided pursuant to the Village of Tinley Park Tax Increment Financing Redevelopment Agreement (Tinley Park Plaza Phase I) by and between Developer and the Village, dated _____, 2020, as authorized pursuant to Resolution No. 2020-R-____ (the "Redevelopment Agreement"). All terms used herein shall have the same meaning as when used in the Redevelopment Agreement.

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

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

Brixmor IA Tinley Park Plaza, LLC

By: _____
Name: _____
Title: _____

097205.000009 4821-8878-9953.5

**Interoffice****Memo**

Date: September 15, 2020

To: Mayor & Village Board
Dave Niemeyer, Village Manager

From: Kimberly Clarke, AICP
Community Development Director

Subject: Fox College Parking Lot Expansion

Discussion:

The Fox College parking lot expansion project was presented at the September 1, 2020 Committee of the Whole Meeting. At the meeting, there were a few residents in the audience that voiced concerns about the proposed detention pond and light poles in the parking lot. Staff was directed to work through these concerns raised by the residents with the Fox College representatives.

A meeting with the residents was held at Fox College on Tuesday September 9, 2020. One resident, the Fox College President and his development team, the Public Works Director, Village Engineer, Community Development Director and Trustee Glotz were present. After going over the plans in detail, all concerns were answered to the resident's satisfaction. In conclusion, the Fox College team will construct a fence that blends in with the color of the existing landscape (brown). The light poles will remain at 25 feet as proposed in the plans in order to remain in compliance with the Village's minimum lighting levels for the parking lot. In regards to the existing pond that is controlled by the School District, staff is contacting them about the maintenance of the pond and potential blockage in the one restrictor that may be contributing to the flooding in the resident's rear yard. This issue will need to be resolved in order for Fox College to be able to connect their drainage to this pond as shown in their engineering plans.

Recommendation:

Approve plans as presented

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

ORDINANCE
NO. 2020-O-051

**AN ORDINANCE APPROVING THE ANNEXATION OF CERTAIN PROPERTIES
LOCATED AT 18017 SAYRE AVENUE THE VILLAGE OF TINLEY PARK**

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 NO. 2020-O-051**AN ORDINANCE APPROVING THE ANNEXATION OF CERTAIN PROPERTIES
LOCATED AT 18017 SAYRE AVENUE TO THE VILLAGE OF TINLEY PARK**

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 Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1), the Village of Tinley Park (“Village”) is authorized to annex any territory that is not within its corporate limits but is contiguous to the Village; and

WHEREAS, a petition has been filed with the Village Clerk and presented in proper form to the President and Board of Trustees of the Village of Tinley Park requesting that a territory, described herein, be annexed to the Village of Tinley Park, Cook and Will Counties; and

WHEREAS, the aforesaid petition is in proper form under oath, signed by all owners of record of all the land within the territory and also by all the electors within or on said territory; and

WHEREAS, said territory is contiguous to the corporate limits of the Village; and

WHEREAS, legal notices regarding the intention of the Village to annex said territory have been sent to all public bodies required to receive such notice by the statute; and

WHEREAS, copies of such notices required to be recorded, if any, have been recorded in the Office of the Recorder of Cook County; and

WHEREAS, the legal owner of record of said territory and the Village have entered into a valid and binding annexation agreement relating to such territory; and

WHEREAS, all petitions, documents, and other necessary legal requirements are in full compliance with the terms of the annexation agreement and state law; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, have determined that it is in the best interest of said Village and its residents that the territory be annexed to the Village; 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 Village hereby incorporates all of the recitals above into this Ordinance as if fully set forth herein.

SECTION 2: That the following territory described be and is hereby annexed to the Village of Tinley Park, Cook and Will Counties, Illinois pursuant to 65 ILCS 5/7-1-1 and 65 ILCS 5/7-1-8:

LEGAL DESCRIPTION OF TERRITORY:

PARCEL 1:

THE EAST 180.9 FEET OF LOT 12 IN BLOCK 6 IN ELMORE'S HARLEM AVENUE ESTATES BEING A SUBDIVISION OF THE WEST ½ OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THIRD PRINCIPAL MERIDIAN, RECORDED JANUARY 21, 1928, AS DOCUMENT NUMBER 10262889 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 11 IN BLOCK 6 IN ELMORE'S HARLEM AVENUE ESTATES BEING A SUBDIVISION OF THE WEST ½ OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THIRD PRINCIPAL MERIDIAN, RECORDED JANUARY 21, 1928, AS DOCUMENT NUMBER 10262889 IN COOK COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBER: 28-31-303-015-0000 (Parcel 1) & 28-31-303-002-0000 (Parcel 2)

COMMONLY KNOWN AS: 18017 Sayre Avenue, Tinley Park, Illinois

Together with any adjacent street or highway required by law to be annexed pursuant to the provisions of 65 ILCS 5/7-1-1 and 65 ILCS 5/7-1-8.

The annexation of the above-described territory shall extend to the far side of any adjacent highway and shall include all of every highway within said territory.

SECTION 3: That the Village Clerk is hereby directed to record with the Recorder's Office of Cook County and to file with the Cook County Clerk a certified copy of this Ordinance, together with the accurate map of the territory annexed appended to this Ordinance.

SECTION 4: 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 15th day of September, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 15th day of September, 2020.

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2020-O-051, “AN ORDINANCE APPROVING THE ANNEXATION OF CERTAIN PROPERTIES LOCATED AT 18017 SAYRE AVENUE TO THE VILLAGE OF TINLEY PARK,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 15, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15th day of September, 2020.

 KRISTIN A. THIRION, VILLAGE CLERK

LEGEND

- EXISTING BOUNDARY
- ADJACENT LOT LINES
- CENTER LINE
- CORPORATE LIMITS LINE

PLAT OF ANNEXATION

TO THE VILLAGE OF TINLEY PARK

OF

PARCEL 1: THE EAST 180.9 FEET OF LOT 12 IN BLOCK 6 IN ELMORE'S HARLEM AVENUE ESTATES, A SUBDIVISION IN THE WEST 1/2 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JANUARY 21, 1928, AS DOCUMENT NUMBER 10262889 IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 6901 180TH STREET, TINLEY PARK, ILLINOIS.

LAND AREA = 17,916 SF OR 0.41 ACRES MORE OR LESS

TOTAL LAND AREA = 75,868 SF OR 1.74 ACRES MORE OR LESS

PARCEL 2: LOT 11 IN BLOCK 6 IN ELMORE'S HARLEM AVENUE ESTATES, A SUBDIVISION IN THE WEST 1/2 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JANUARY 21, 1928, AS DOCUMENT NUMBER 10262889 IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 18017 SAYRE AVENUE, TINLEY PARK, ILLINOIS

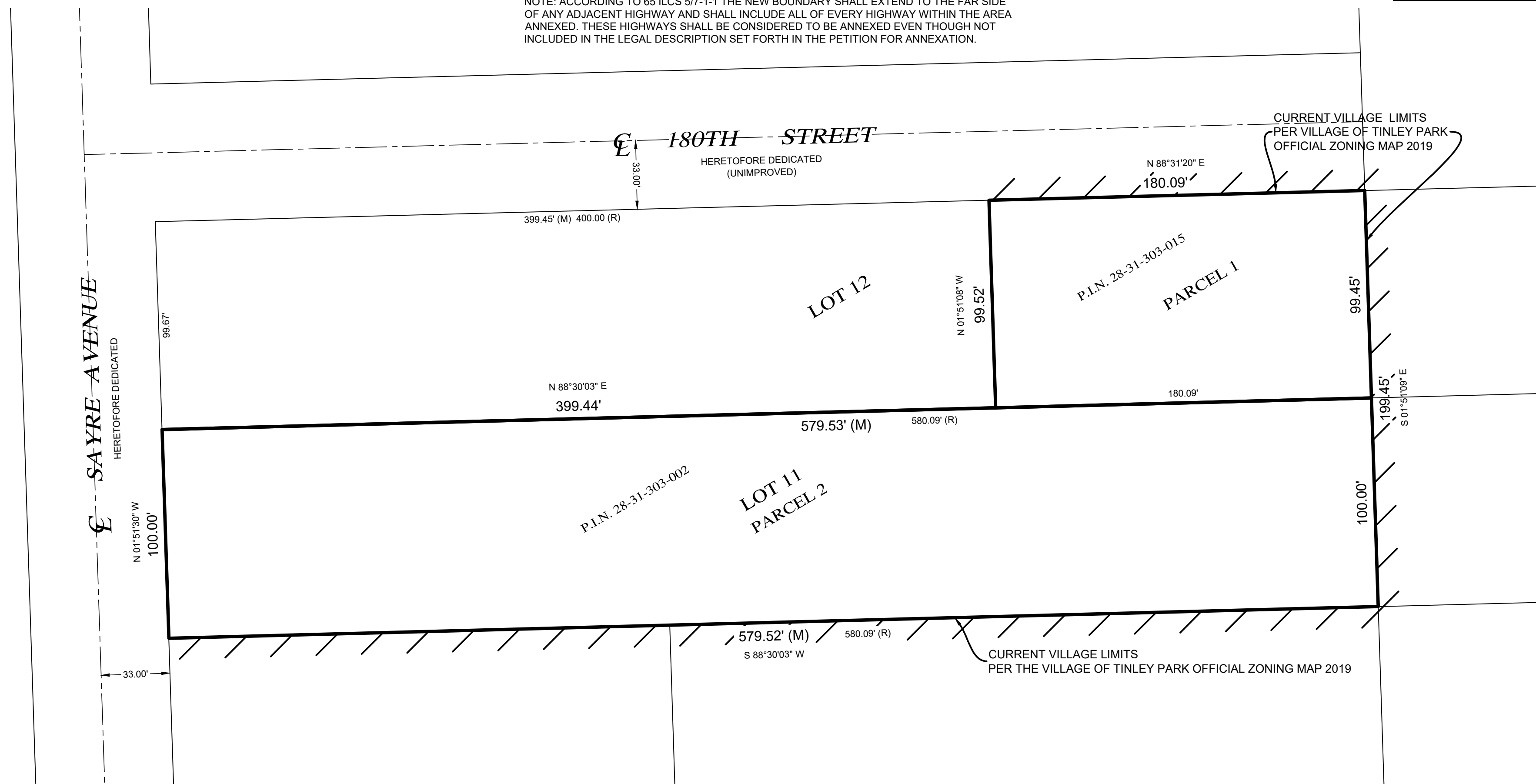
LAND AREA = 57,951 SF OR 1.33 ACRES MORE OR LESS

PLAT IS TO BE RETURNED TO THE VILLAGE OF TINLEY PARK 16250 S. OAK PARK AVENUE TINLEY PARK, ILLINOIS 60477 AFTER RECORDING



BASIS OF BEARING: EASTERLY LINE OF SAYRE AVENUE AS FOUND MONUMENTED AND OCCUPIED PER RECORD SUBDIVISION PLAT. N 01°51'30" W (ASSUMED)

NOTE: ACCORDING TO 65 ILCS 5/7-1-1 THE NEW BOUNDARY SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED. THESE HIGHWAYS SHALL BE CONSIDERED TO BE ANNEXED EVEN THOUGH NOT INCLUDED IN THE LEGAL DESCRIPTION SET FORTH IN THE PETITION FOR ANNEXATION.



DATE	PER VILLAGE
1	7/27/2020
2	
3	
4	
5	
6	

PLAT OF ANNEXATION 6901 180TH STREET & 18017 SAYRE AVENUE TINLEY PARK, ILLINOIS

Morris Engineering, Inc. Civil Engineering • Consulting Land Surveying 515 Warrenville Road, Lisle, IL 60532 Phone: (630) 271-0770 Survey: (630) 271-0599 FAX: (630) 271-0774 Website: www.ecivil.com



VILLAGE PRESIDENT AND VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS))SS COUNTY OF COOK)

THIS PLAT OF ANNEXATION IS IDENTIFIED AS THAT REAL ESTATE INCORPORATED INTO AND MADE A PART OF THE VILLAGE OF TINLEY PARK, COOK COUNTY BY ORDINANCE NO. ADOPTED AND APPROVED BY THE VILLAGE PRESIDENT AND VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, ILLINOIS AT A MEETING HELD ON THE DAY OF A.D. 2020.

BY: VILLAGE PRESIDENT ATTEST: VILLAGE CLERK

PROPERTY OWNER'S CERTIFICATE

STATE OF ILLINOIS))SS COUNTY OF COOK)

THIS IS TO CERTIFY THAT GAMMA TINLEY LLC, IS THE OWNER OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND AGREES AND CONSENTS TO SAID PROPERTY BEING ANNEXED TO THE VILLAGE OF TINLEY PARK AS OUR OWN FREE AND VOLUNTARY ACT AND DEED.

DATED AT ILLINOIS, THIS DAY OF A.D., 20

A. CHRISTOPHER SEIGLE (VICE-PRESIDENT)

NOTARY CERTIFICATE

STATE OF ILLINOIS) COUNTY OF COOK) SS

I, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THE PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL:

THIS DAY OF AD 20

BY: NOTARY PUBLIC

STATE OF ILLINOIS) COUNTY OF DUPAGE)

I, THOMAS J. CESAL, AN ILLINOIS PROFESSIONAL LAND SURVEYOR No. 035-2205, DO HEREBY STATE THAT THE HEREON DRAWN PLAT HAS BEEN PREPARED AT AND UNDER MY DIRECTION FOR THE PURPOSES OF ANNEXING THE PROPERTY DESCRIBED HEREON TO THE VILLAGE OF TINLEY PARK, ILLINOIS.

FURTHERMORE, I DESIGNATE THE VILLAGE OF TINLEY PARK TO ACT AS MY AGENT FOR THE PURPOSE OF RECORDING THIS DOCUMENT.

DATE: THIS 28TH DAY OF JULY, A.D., 2020, AT LISLE, ILLINOIS.

Thomas J. Cesal

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-2205 MY LICENSE EXPIRES NOVEMBER 30, 2020. ILLINOIS PROFESSIONAL DESIGN FIRM PROFESSIONAL ENGINEERING CORPORATION NO. 184-001245



FIELD CREW:	PW
DRAWN BY:	NG
CHECKED BY:	TC
APPROVED BY:	TC
DATE:	6/18/2020
SCALE:	HORIZ 1"=40'
	VERT NONE
SHEET	1
OF 1 SHEETS	
PROJ #	20-01-6000

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

ORDINANCE
NO. 2020-O-052

**AN ORDINANCE APPROVING A MAP AMENDMENT TO REZONE
CERTAIN PROPERTIES LOCATED AT 18017 SAYRE AVENUE UPON
ANNEXATION TO THE NG (NEIGHBORHOOD GENERAL) ZONING
DISTRICT**

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 NO. 2020-O-052**AN ORDINANCE APPROVING A MAP AMENDMENT TO REZONE CERTAIN PROPERTIES LOCATED AT 18017 SAYRE AVENUE UPON ANNEXATION TO THE NG (NEIGHBORHOOD GENERAL) ZONING DISTRICT**

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 granting a rezoning of certain real property to NG (Neighborhood General) upon annexation for property located at 18017 Sayre Avenue, Tinley Park, Illinois 60477 (“Subject Property”) has been filed by the property owner George Arnold, on behalf of Gamma Tinley LLC (d/b/a Fox College) (“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 Map Amendment (rezoning) should be granted on August 20, 2020 at the Village Hall and by teleconference per Gubernatorial Executive Order 2020-18 and the “Village of Tinley Park Temporary Public Participation Rules & Procedures”, at which time all persons 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 5-0 and has filed its report and findings and recommendations that the proposed Rezoning 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 Rezoning; 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 a Rezoning as set forth below and the proposed granting of the Rezoning 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.

- a. The existing uses and zoning of nearby property;
 - *The lots are being developed and consolidated with the properties to the west that are zoned NG (Neighborhood General). The heritage status of the commercial use will apply, but the zoning district is residential if redeveloped in the future.*
- b. The extent to which property values are diminished by the particular zoning;
 - *Oak Park Avenue has a mixture of commercial and residential uses. The current use as a technical/vocational college has been existence for almost 20 years. Commercial uses on the site predate most of the surrounding residential.*
- c. The extent to which the destruction of property values of the complaining party benefits the health, safety, or general welfare of the public;
 - *The use of the site will remain the same with only a small parking lot expansion. The project will contribute directly to the economic development of the community providing educational opportunities, visitors, and additional property tax revenue where the existing vacant property is generating minimal tax revenue and unlikely to be redeveloped independently due to being located completely in a floodplain. No complaints have been received with the request.*
- d. The relative gain to the public as compared to the hardship imposed on the individual property owner;
 - *Hardship is expected from neighboring properties due to the landscape and fence buffering provided. Lighting, landscaping, and the overall site layout were designed to avoid any issues with the neighboring residential properties. The project will contribute to the economic development of the community where the existing vacant property is generating minimal tax revenue and unlikely to be redeveloped independently due to being located completely in a floodplain.*
- e. The suitability of the property for the zoned purpose;

- *The primary use of the site is currently in operation. The rezoning of properties provides the ability to expand the parking lot.*
- f. The length of time the property has been vacant as zoned, compared to development in the vicinity of the property;
- *While there is a home on one of the lots, it has aged and the area is generally in need of redevelopment. The location of these properties in a floodplain makes them difficult and expensive to redevelop independently/individually.*
- g. The public need for the proposed use; and
- *There is a demand for higher education and an expanded curriculum at Fox College and their Vet Tech Institute. This demand is not only from Tinley Park but the entire Chicagoland area.*
- h. The thoroughness with which the municipality has planned and zoned its land use.
- *The use has been specifically permitted to remain operating and can continue to operate and even expand on the property within certain limits. If the property redeveloped in the future, it has been a long-term vision to be residential.*

SECTION 3: The Map Amendment (Rezoning) as set forth herein below shall be applicable to the following described property:

LEGAL DESCRIPTION

PARCEL 1:

THE EAST 180.9 FEET OF LOT 12 IN BLOCK 6 IN ELMORE'S HARLEM AVENUE ESTATES BEING A SUBDIVISION OF THE WEST ½ OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THIRD PRINCIPAL MERIDIAN, RECORDED JANUARY 21, 1928, AS DOCUMENT NUMBER 10262889 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 11 IN BLOCK 6 IN ELMORE'S HARLEM AVENUE ESTATES BEING A SUBDIVISION OF THE WEST ½ OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THIRD PRINCIPAL MERIDIAN, RECORDED JANUARY 21, 1928, AS DOCUMENT NUMBER 10262889 IN COOK COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBER: 28-31-303-002-0000 & 28-31-303-015-0000.

COMMONLY KNOWN AS: 18017 Sayre Avenue, Tinley Park, Illinois

SECTION 4: That a Rezoning of the Subject Property to NG (Neighborhood General) is hereby granted to the Petitioner upon annexation.

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 15th day of September, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 15th day of September, 2020.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2020-O-052, “AN ORDINANCE APPROVING A MAP AMENDMENT TO REZONE CERTAIN PROPERTIES LOCATED AT 18017 SAYRE AVENUE UPON ANNEXATION TO THE NG (NEIGHBORHOOD GENERAL) ZONING DISTRICT,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 15, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15th day of September, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

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

RESOLUTION
NO. 2020-R-086

**A RESOLUTION APPROVING AND ACCEPTING A FINAL PLAT FOR
THE FOX COLLEGE 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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2020-R-086**A RESOLUTION APPROVING AND ACCEPTING A FINAL PLAT FOR
THE FOX COLLEGE 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”) has considered the Final Plat of Fox College Resubdivision (“Final Plat”) pertaining to the construction of a parking lot addition on certain property located at 18020 Oak Park Avenue and 18017 Sayre Avenue, Tinley Park, Illinois (“Subject Property”), a true and correct copy of which is attached hereto and made a part hereof as Exhibit 1; and

WHEREAS, said 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 Plat on August 20, 2020, by teleconference per Gubernatorial Executive Order 2020-18 and the “Village of Tinley Park Temporary Public Participation Rules & Procedures”, at which time all persons were afforded an opportunity to be heard; and

WHEREAS, the Plan Commission voted 5-0 in favor to recommend that said 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 Exhibit 1, 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 15th day of September, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 15th day of September, 2020.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-086, “A RESOLUTION APPROVING AND ACCEPTING A FINAL PLAT FOR THE FOX COLLEGE RESUBDIVISION,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 15, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15th day of September, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

FOX COLLEGE RESUBDIVISION

OF

LOTS 1, 2, 3, 11 AND PART OF LOT 12 IN BLOCK 6 IN ELMORE'S HARLEM AVENUE ESTATES BEING A SUBDIVISION OF THE WEST 1/2 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER DOCUMENT NUMBER 10262889, IN COOK COUNTY, ILLINOIS.

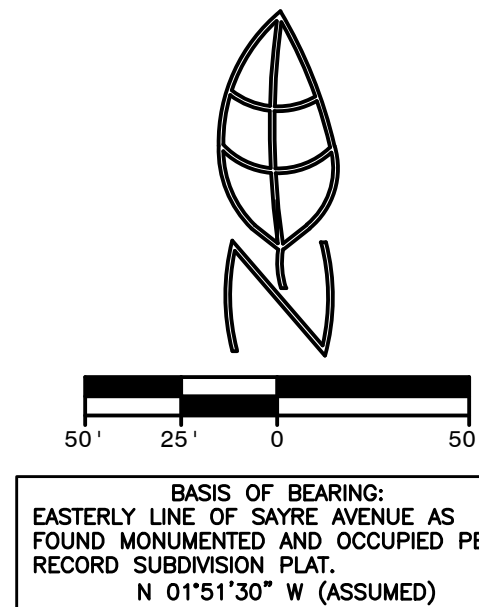
LAND AREA = 247,478 SF
OR 5.68 ACRES MORE OR LESS

PROPERTY ADDRESS: 6901 180TH STREET & 18017 SAYRE AVENUE, TINLEY PARK, ILLINOIS

RESERVED FOR THE RECORDER OF COOK COUNTY

LEGEND

- EXISTING BOUNDARY
- ADJACENT LOT LINES
- CENTER LINE
- EASEMENT
- BUILDING LINE



BASE OF BEARING:
EASTERLY LINE OF SAYRE AVENUE AS FOUND MONUMENTED AND OCCUPIED PER RECORD SUBDIVISION PLAT.
N 01°51'30" W (ASSUMED)

DRAINAGE AND STORMWATER DETENTION EASEMENT

DECLARANT HEREBY RESERVES AND GRANTS TO THE VILLAGE OF TINLEY PARK EASEMENTS IN, OVER, UNDER, THROUGH, AND UPON THOSE AREAS DESIGNATED ON THE PLAT AS "DRAINAGE AND STORMWATER DETENTION EASEMENT" OR "D.E." FOR PURPOSES OF PROVIDING ADEQUATE STORMWATER DRAINAGE CONTROL TOGETHER WITH REASONABLE ACCESS THERETO. SAID EASEMENTS SHALL BE PERPETUAL AND SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE DECLARANT, ITS SUCCESSORS, HEIRS, EXECUTORS AND ASSIGNS. TO ENSURE THE INTEGRITY OF THE STORMWATER FACILITIES, NO OBSTRUCTION SHALL BE PLACED, NOR ALTERATIONS MADE, INCLUDING ALTERATIONS IN THE FINAL TOPOGRAPHICAL GRADING PLAN WHICH IN ANY MANNER IMPEDED OR DIMINISH STORMWATER DRAINAGE OR DETENTION IN, OVER, UNDER, THROUGH OR UPON SAID EASEMENT AREAS. IN THE EVENT SUCH OBSTRUCTION OR ALTERATIONS ARE FOUND TO EXIST, THE VILLAGE SHALL, UPON SEVENTY-TWO (72) HOURS PRIOR NOTICE TO THE PROPERTY OWNER, HAVE THE RIGHT, BUT NOT THE DUTY, TO PERFORM, OR HAVE PERFORMED ON ITS BEHALF, THE REMOVAL OF SAID OBSTRUCTION OR ALTERATIONS OR TO PERFORM OTHER REPAIR, ALTERATION OR REPLACEMENT AS MAY REASONABLY BE NECESSARY TO ENSURE THAT ADEQUATE STORMWATER STORAGE, STORM DRAINAGE, DETENTION AND RETENTION FACILITIES AND APPURTENANCES THERETO REMAIN FULLY OPERATIONAL AND THAT THE CONDITION OF SAID DRAINAGE EASEMENT COMPLIES WITH ALL APPLICABLE VILLAGE CODES. IN THE EVENT OF AN EMERGENCY SITUATION, AS DETERMINED BY THE VILLAGE, THE SEVENTY-TWO (72) HOURS PRIOR NOTICE REQUIREMENT SET FORTH ABOVE SHALL NOT APPLY, AND THE VILLAGE SHALL HAVE THE RIGHT, BUT NOT THE DUTY, TO PROCEED WITHOUT NOTICE TO THE PROPERTY OWNER.

IN THE EVENT THE VILLAGE SHALL PERFORM, OR HAVE PERFORMED ON ITS BEHALF, REMOVAL OF ANY OBSTRUCTION OR ALTERATION TO OR UPON THE STORMWATER FACILITIES DRAINAGE EASEMENT, AS SET FORTH IN THIS EASEMENT, THE COST OF SUCH WORK SHALL UPON RECORDATION OF NOTICE OF LIEN WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, CONSTITUTE A LIEN AGAINST THE ASSETS OF THE PROPERTY OWNER WHICH CAUSED SUCH OBSTRUCTION OR ALTERATION.

THE COST OF THE WORK INCURRED BY THE VILLAGE SHALL INCLUDE ALL EXPENSES AND COSTS ASSOCIATED WITH THE PERFORMANCE OF SUCH WORK INCLUDING, BUT NOT LIMITED TO, REASONABLE ENGINEERING, CONSULTING AND ATTORNEYS' FEES RELATED TO THE PLANNING AND ACTUAL PERFORMANCE OF THE WORK.

OWNER:

GAMMA TINLEY LLC
18020 OAK PARK AVENUE
TINLEY PARK, ILLINOIS

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

THIS IS TO CERTIFY THAT GAMMA TINLEY LLC, IS THE OWNER OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND CONSOLIDATED AS SHOWN ON THE HEREON DRAWN PLAT AS OUR OWN FREE AND VOLUNTARY ACT AND DEED.

FURTHERMORE, PURSUANT TO SECTION 1.005 OF THE PLAT ACT, 765 ILCS 205, THIS DOCUMENT SHALL SERVE AS THE SCHOOL DISTRICT STATEMENT AND TO THE BEST OF THE OWNER'S KNOWLEDGE, THE TRACT OF LAND LEGALLY DESCRIBED HEREON LIES WITHIN THE FOLLOWING SCHOOL DISTRICTS:

ELEMENTARY: # 146 HIGH SCHOOL: # 228

DATED AT _____, ILLINOIS, THIS ____ DAY OF _____, A.D., 20__

A. CHRISTOPHER SEIGLE (VICE-PRESIDENT)

OWNER'S NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, _____, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ WHO IS (ARE) PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER(S), APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE (SHE) (THEY) SIGNED AND DELIVERED THE SAID INSTRUMENTS AS HIS (HER) (THEIR) OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, A.D., 20__.

PRESIDENT AND BOARD OF TRUSTEES

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK COUNTY, ILLINOIS.

THIS ____ DAY OF _____, A.D., 20__.

BY: _____
 VILLAGE PRESIDENT VILLAGE CLERK

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF TINLEY PARK, COOK COUNTY, ILLINOIS.

THIS ____ DAY OF _____, A.D., 20__.

BY: _____
 PLAN COMMISSION CHAIRMAN SECRETARY

VILLAGE COLLECTOR'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF DUE AGAINST ANY OF THE LAND INCLUDED IN THE PLAT HEREON DRAWN.

DATED THIS ____ DAY OF _____, A.D., 20__.

BY: _____
 VILLAGE COLLECTOR

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF TINLEY PARK, COOK COUNTY, ILLINOIS.

DATED THIS ____ DAY OF _____, A.D., 20__.

BY: _____
 VILLAGE ENGINEER

SUBMITTED BY: _____ RETURN ORIGINAL MYLAR TO: _____ SEND ALL FUTURE TAX BILLS TO: _____

VILLAGE OF TINLEY PARK
16250 S. OAK PARK AVENUE
TINLEY PARK, ILLINOIS 60477

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, THOMAS J. CESAL, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-2205, HAVE SURVEYED AND RESUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY AS SHOWN BY THIS PLAT:

THE EAST 180.9 FEET OF LOT 12 IN BLOCK 6 IN ELMORE'S HARLEM AVENUE ESTATES, A SUBDIVISION IN THE WEST 1/2 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JANUARY 21, 1928, AS DOCUMENT NUMBER 10262889 IN COOK COUNTY, ILLINOIS.

AND

LOTS 1, 2, 3 AND 11 IN BLOCK 6 IN ELMORE'S HARLEM AVENUE ESTATES, A SUBDIVISION IN THE WEST 1/2 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JANUARY 21, 1928, AS DOCUMENT NUMBER 10262889 IN COOK COUNTY, ILLINOIS.

THIS PLAT CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF, CORRECTED TO 68 DEGREE FAHRENHEIT.

THE GROSS AREA OF THE SUBDIVIDED PARCELS IS 247,478 SQUARE FEET OR 5.68 ACRES.

I FURTHER CERTIFY THAT PART OF THE PROPERTY SHOWN AND DESCRIBED HEREON IS WITHIN FLOOD ZONES "AE" FLOODWAY PER THE FLOOD INSURANCE RATE MAP OF COOK COUNTY AND INCORPORATED AREAS, MAP NUMBER 17031C0708J, EFFECTIVE DATE: 08/19/2008.

DATED THIS 28TH DAY OF JULY, A.D., 2020, AT LISLE, ILLINOIS.

Thomas J. Cesal

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-2205
MY LICENSE EXPIRES NOVEMBER 30, 2020.
ILLINOIS PROFESSIONAL DESIGN FIRM PROFESSIONAL ENGINEERING CORPORATION NO. 184-001245



DATE	REV. LEGAL AND AREA	CHANGE CONSOLIDATION TO SUBDIVISION
1	8/25/2020	
2	7/27/2020	
3		
4		
5		
6		

FOX COLLEGE RESUBDIVISION
6901 180TH STREET & 18017 SAYRE AVENUE
TINLEY PARK, STATE

Morris Engineering, Inc.
Civil Engineering • Consulting
Land Surveying
515 Warrenville Road, Lisle, IL 60532
Phone: (630) 271-0770
Survey: (630) 271-0599
FAX: (630) 271-0774
Website: www.ecivil.com



FIELD CREW: PW
DRAWN BY: NG
CHECKED BY: TC
APPROVED BY: TC
DATE: 6/19/2020
SCALE: HORIZ 1"=30'
 VERT NONE

SHEET
1
OF 1 SHEETS
PROJ # 20-01-6000

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

ORDINANCE
NO. 2020-O-053

**AN ORDINANCE GRANTING CERTAIN VARIATIONS FOR LEGACY CODE
PARKING LOT LIGHTING STANDARDS AT CERTAIN PROPERTY LOCATED AT
18020 OAK PARK AVENUE AND 18017 SAYRE AVENUE**

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

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PARKING LOT LIGHTING STANDARDS AT CERTAIN PROPERTY LOCATED AT
18020 OAK PARK AVENUE AND 18017 SAYRE AVENUE**

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

WHEREAS, a petition for granting certain variations (“Variations”) for lighting on a parking lot expansion at 18020 Oak Park Avenue and 18017 Sayre Avenue, Tinley Park, Illinois 60477 (“Subject Property”) has been filed by George Arnold, on behalf of Gamma Tinley LLC (d/b/a Fox College) (“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 Variations should be granted on August 20, 2020 at the Village Hall and by teleconference per Gubernatorial Executive Order 2020-18 and the “Village of Tinley Park Temporary Public Participation Rules & Procedures”, at which time all persons 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 5-0 and has filed its report and findings and recommendations that the proposed Variations 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 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 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 Variations as set forth in Section X.G.4 of the Zoning Ordinance, and the proposed granting of the Variations 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.

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.

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 difficulty in developing sites located entirely in the floodplain results in a need to have an economical efficiency. The proposed light poles have been designed to be economical, attractive, and to safely illuminate the rear parking lot.*
2. The plight of the owner is due to unique circumstances.
 - *The location entirely in a floodplain is unique and burdensome on the property. The lots would not typically be part of the Legacy Code requirements due to their location far from Oak Park Avenue; however, the parking lots connection to fox college requires it to be zoned similarly. The parking lot will not be easily visible or detract from the Oak Park Avenue frontage design.*
3. The Variation, if granted, will not alter the essential character of the locality.
 - *The parking lot has been adequately screened with fencing and landscaping. The lights will only be minimally visible from Oak Park Avenue or adjacent properties with no off-site light or glare on residentially-used properties.*

Additionally, the following Legacy Code Approval Standards as outlined in Section XII.5.D. of the Zoning Ordinance have been found to have been met as related to a Variation request from the Legacy Code.

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

2. The new improvement is compatible with uses already developed or planned in this district and will not exercise undue detrimental influences upon surrounding properties;
3. Any improvement meets the architectural standards set forth in the Legacy Code.
4. The improvement will have the effect of protecting and enhancing the economic development of the Legacy Plan area.

SECTION 3: That the Variations as set forth herein below shall be applicable to the following described property

LEGAL DESCRIPTION: LOTS 1, 2, 3, 11 AND PARCEL 1 (EAST 180.9 FEET) OF LOT 12 IN BLOCK 6 IN ELMORE'S HARLEM AVENUE ESTATES BEING A SUBDIVISION OF THE WEST ½ OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS S PER DOCUMENT NUMBER 10262889.

PARCEL IDENTIFICATION NUMBER: 28-31-303-015-0000, 28-31-303-002-0000, 28-31-303-009-0000 & 28-31-303-013-0000

COMMONLY KNOWN AS: 18017 Sayre Avenue & 18020 Oak Park Avenue, Tinley Park, Illinois

SECTION 4: That the following Variation is hereby granted to the Petitioner at the above-mentioned property to expand the parking lot on an existing heritage site utilized by Fox College and the Vet Tech Institute located in the NG (Neighborhood General) zoning district of the Legacy Code.

1. A Variation from Section XII.3.I.7. (Legacy Code - Lighting Standards) to permit a different light pole type and a light fixture to be mounted at a height of 25 feet, instead of the 20-foot maximum.

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 15th day of September, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 15th day of September, 2020.

ATTEST:

VILLAGE CLERK

VILLAGE PRESIDENT

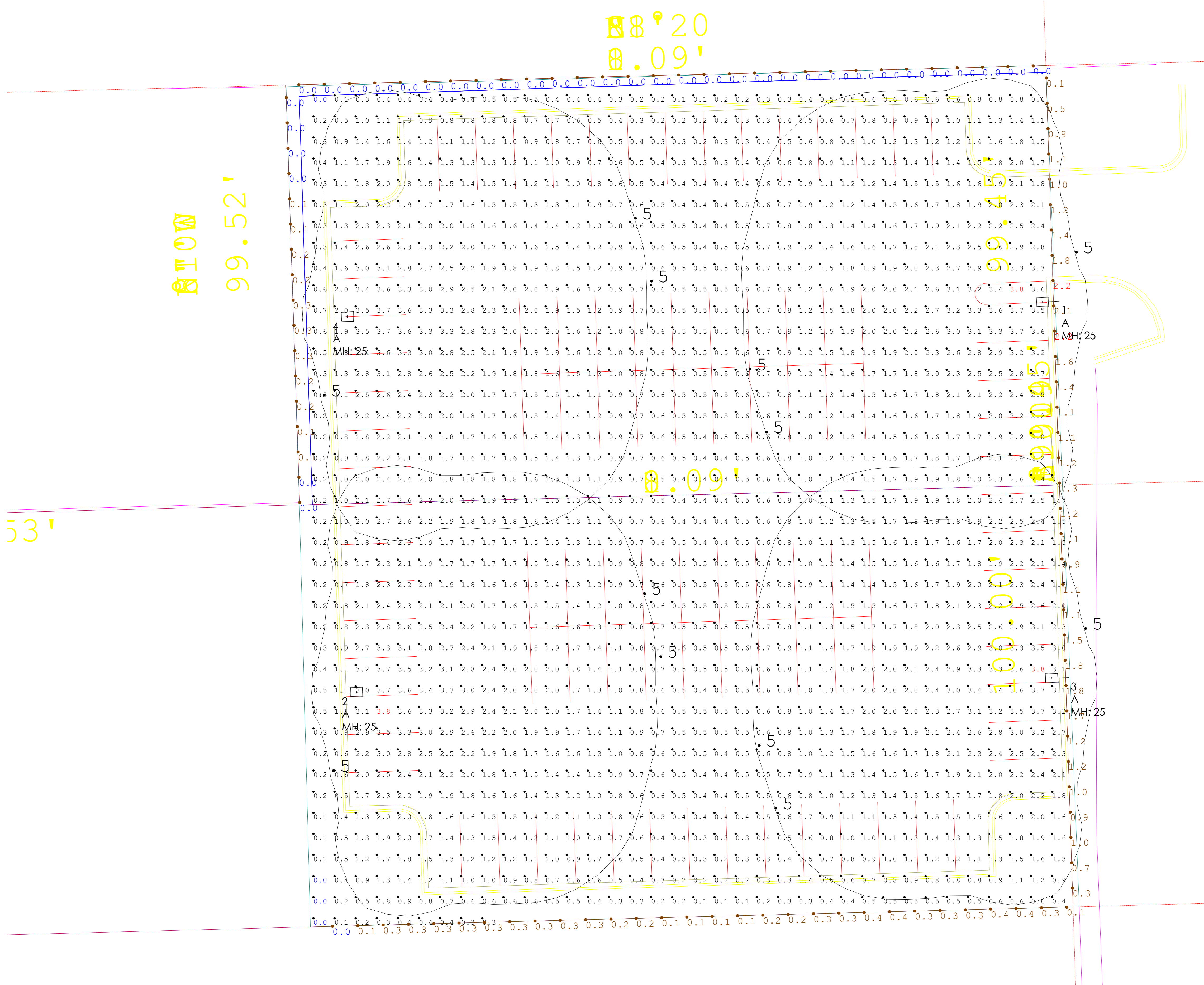
STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2020-O-053, “AN ORDINANCE GRANTING CERTAIN VARIATIONS FOR LEGACY CODE PARKING LOT LIGHTING STANDARDS AT CERTAIN PROPERTY LOCATED AT 18020 OAK PARK AVENUE AND 18017 SAYRE AVENUE,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 15, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15th day of September, 2020.

KRISTIN A. THIRION, VILLAGE CLERK



TINLEY
99.52'

53'

20
09'

LumNo	Label	X	Y	Z	Orient	Tilt
1	VP-L-80L-180-4K	1133982	1784147	25	182	0
2	VP-L-80L-180-4K	1133812	1784054	25	1.5	0
3	VP-L-80L-180-4K	1133985	1784057	25	182	0
4	VP-L-80L-180-4K	1133810	1784143	25	1.5	0


Symbol	Qty	Tag	Label	Arrangement	Arr. Watts	Arr. Lum. Lumens	LLF	Manufacturer	Description
☐	4	A	VP-L-80L-180-4K7-4-BC	SINGLE	181.3	14316	0.900	Beacon Products	VP-L-80L-180-4K7-4-BC

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PROPERTY LINES	Illuminance	Fc	0.46	2.2	0.0	N.A.	N.A.
SITE SITE	Illuminance	Fc	1.39	3.8	0.0	N.A.	N.A.
PARKING AREA	Illuminance	Fc	1.51	3.8	0.2	7.55	19.00

Parking Lot Design Guide	Basic (for typical conditions)	Basic Enhanced Security (in consideration of personal security or vandalism)	Security (security lighting for public spaces)	High Security (security lighting for public spaces)
	lux/ftc	lux/ftc	lux/ftc	lux/ftc
Minimum Horizontal Illuminance (Measured on parking surface without any shadowing from any object)	2.0/0.2	5.0/0.5	10.0/1.0	30.0-60.0/3.0-6.0
Uniformity Ratio Maximum - to - Minimum	20:1	15:1	15:1	*4:1 *Avg-Min
Minimum Vertical Illuminance (for facial recognition measured at 5' above the parking surface at the point of lowest horizontal illuminance)	1.0/0.1	2.5/0.25	5.0-8.0/0.5-0.8	12-60/1.2-6.0

Recommendations based on RP-33-99, RP-20-98, 9th Edition IESNA Lighting Handbook

PG-Enlighten is neither licensed nor insured to determine code compliance. Code compliance review by others.



enlighten

#	Date	Comments

Revisions

Drawn By: Joeli Collins
 Drawn By: joeli.collins@pg-enlighten.com
 Date: 7/28/2020
 Scale: 1" = 12'

Project Name:
FOX COLLEGE SITE
 Location:
 18020 OAK PARK AVE, TINLEY PARK, IL

Page 1 of 2

**Interoffice****Memo**

Date: September 9, 2020

To: Village Board

From: Donna Framke, Marketing Director

Subject: Adoption of social media policy

As the village's central public information center, the marketing department provides and monitors content on several communications platforms including Facebook, Instagram, Twitter and LinkedIn. The attached social media policy has been drafted to govern the use of these social media platforms. The policy was reviewed by the committee of the whole at the September 1, 2020 meeting and feedback was provided. The attached resolution and exhibit reflect that feedback and are eligible for adoption.

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

RESOLUTION
NO. 2020-R-088

A RESOLUTION AUTHORIZING A SOCIAL MEDIA POLICY

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

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

RESOLUTION NO. 2020-R-088**A RESOLUTION AUTHORIZING A SOCIAL MEDIA POLICY**

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the Village of Tinley Park uses several social media platforms as tools to provide information to residents, businesses and visitors; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of said Village of Tinley Park to adopt the attached social media policy, attached hereto as **EXHIBIT 1**, to establish the Village of Tinley Park's general standards and responsibilities for the acceptable use of these social media tools. This policy governs the use, administration, management, monitoring and retention of social media and social media content.

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

SECTION 2: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution or the attached Policy shall be and is hereby repealed to the extent of such conflict.

SECTION 3: 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.

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

ADOPTED this 15TH day of September, 2020, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 15th day of September, 2020, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1
SOCIAL MEDIA POLICY

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-088, “A RESOLUTION AUTHORIZING A SOCIAL MEDIA POLICY”, which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 15, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15th day of September, 2020.

VILLAGE CLERK

VILLAGE OF TINLEY PARK SOCIAL MEDIA POLICY

1. The Marketing Department is responsible for acting as the Village's central public information center and will monitor the content on each of the Village's social media platforms to ensure:
 - a. A consistent Village-wide message is being conveyed; and
 - b. Adherence to the Social Media Policy. The Marketing Director/Village Manager reserves the right to direct any department to modify social media content based on best practices and industry norms.
2. All Village social media accounts are extensions of the Village of Tinley Park website and users seeking additional information should be directed to the website, when possible.
3. The Freedom of Information Act applies to social media content and therefore content must be able to be managed, stored and retrieved to comply with these laws. Social media content developers will keep electronic copies of all messages created for and distributed on social media platforms by the Village of Tinley Park. When deleting comments or posts, staff should save a screen shot of the content being deleted.
4. Social media records are archived in a system that preserves the context of communications, including conversation threads and media, to ensure completeness and availability of relevant information when records are requested.
5. A procedure for approving, prior to posting, shall be established by the Marketing Director/Village Manager. Guidelines shall be issued for all social media content that is posted on the Village's social media accounts, including the designation of one or more sources of content approval. All department social media guidelines and policies must be consistent with this policy.
6. No Village department may establish or use or terminate a social media identity, account, profile, page or site (collectively, social media account(s)) without the approval of the Village Manager.
7. No information or link (hyperlink) to any internet site or other materials or communications may be posted, or approved for posting, on a Village social media outlet that is not directly related (as determined by the Marketing Director/Village Manager) to the mission, services and business objectives of the Village of Tinley Park.
8. Social media accounts established by the Village are to be used for Village and department business purposes only. Use for communications and postings of third-party advertising or political information is prohibited. Third-party advertising will be removed or disabled on official Village social media pages. If this is not possible, a statement should be added to the effect that the Village does not authorize or endorse any advertisement on the site.
9. Only employees approved by the Village Manager or his/her designee are authorized to use and administer official Village of Tinley Park social media sites. No employee may establish any social media account in the name of or on behalf of the Village or Village department. This requirement applies regardless of whether the account is established, accessed or used by means of Village information systems or by means of the employee's or others' information systems, and regardless of whether the account is established, accessed or used from Village or non-Village premises.
10. Employees and officials representing the Village of Tinley Park on social media outlets must conduct themselves at all times as representatives of the Village of Tinley Park. Employees are expected to be attentive and careful in their use of social media. Employees should be aware that their use of social media may be perceived as representing the Village and Village government, and should tailor their use accordingly. All Village of Tinley Park employees and officials utilizing social media in an official Village of Tinley Park capacity should:
 - a. Respect all Village of Tinley Park stakeholders;
 - b. Keep all interactions factual and accurate;

- c. Publicly correct any information that has been communicated that is later found to be in error;
 - d. Maintain transparency, openness and honesty in all interaction;
 - e. Provide links to credible sources of information to support interactions, when possible;
 - f. Respect the generally-accepted rules of the social media platform while protecting privacy and permissions;
 - g. Post meaningful, respectful comments; no spam and no remarks that are off-topic or offensive;
 - h. Never comment on anything related to legal matters, litigation or any parties with which the Village may be in litigation, without the appropriate approval; and
11. Employees must report unauthorized uses of Village social media or Village social media accounts to the head of their department or the Marketing Director.
 12. All profiles and Village social media pages should be clearly identified as official Village of Tinley Park assets, using the Village or Department logo as the identifying image. All social media pages shall have Village of Tinley Park contact information prominently displayed, including physical address, phone numbers, business hours, etc. All profiles and Village social media pages must prominently display links to the Village's official website: www.tinleypark.org.
 13. When negative comments are posted on a social media platform, responsible staff should address the issue offline, either by email, phone or in person.
 14. The below terms of use agreement must be posted on each social media account established and maintained by the Village of Tinley Park, whenever such capability exists. The agreement shall also be posted to www.tinleypark.org for easy access:

TERMS OF USE STATEMENT

Please keep all comments clean and appropriate. Inappropriate comments are subject to deletion by the account administrator. Prior to deleting any comments or posts, the Village will consult with the Village attorney to ensure such deletion does not violate the First Amendment. Users who do not comply with the posting guidelines will be contacted by an administrator and banned from posting any more information to this site. This forum is not monitored at all times. Please do not use this forum to report emergency situations or time-sensitive issues.

Please keep the following guidelines in mind when posting:

- *The Village does not allow graphic, obscene or explicit comments or submissions that, at the Village's sole discretion, are abusive, threatening, hateful, inflammatory, intended to defame anyone or any organization, or suggest or encourage illegal activity.*
- *Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, gender identity or sexual orientation will not be tolerated.*
- *Content posted by persons whose profile picture or avatar, username or e-mail address contains any of the aforementioned prohibited conduct will not be tolerated.*
- *Comments which include personally identifiable information, such as an address, phone number, Social Security number or other sensitive information will be removed.*
- *Conduct in violation of any federal, state or local law will not be tolerated.*

- *Comments not related to the original topic or comments that are obnoxious, random or unintelligible will not be tolerated. Content should be related to the subject matter of the social media site where it is posted.*
- *Content that violates a legal ownership interest, such as copyright, of any party will not be tolerated.*
- *The Village does not allow solicitations or advertisements. This includes promotion or endorsement of any commercial, financial, non-governmental, non-profit or religious agency/organization. The Village reserves the right to, from time to time or on an ongoing basis, allow commercial messages or advertisements at its sole discretion.*
- *This page is used for Village and department business purposes. Comments in support of or in opposition to any political beliefs, campaigns or ballot measures will not be tolerated.*
- *The appearance of external links on this site does not constitute official endorsement on behalf of the Village of Tinley Park.*
- *The Village will not allow attempts to defame or defraud any person or financial, commercial or governmental agency and the Village does not allow information intended to compromise the safety or security of the public or public systems.*
- *No copyrighted material should be posted or linked to the Village's social media site, by the Village, unless such authorization has expressly been given by the proper parties.*
- *All comments are subject to public records law. Visitors to the site should have no expectation of privacy or confidentiality with respect to any content posted to the site, and the Village has no responsibility for maintaining any such privacy or confidentiality.*
- *Opinions expressed by visitors to the site do not reflect an endorsement or opinion on the part of the Village of Tinley Park. The Village of Tinley Park, Illinois does not necessarily agree with content posted by Village of Tinley Park social media users. No comments on any social media outlets constitute a binding representation, agreement or an endorsement on the part of the Village of Tinley Park.*
- *You participate at your own risk, taking personal responsibility for your comments, your username and any information provided.*



Interoffice

Memo

Date: September 9, 2020

To: Village Board

From: Kristin Thirion, Village Clerk

Subject: Amendment to Clerk/Collector Office

In the early days of Tinley Park, the small size of the community necessitated a degree of overlap in the duties of the Clerk's office. In addition to being the Keeper of the Records, the Village Clerk additionally served as Village Collector. Title III, Chapter 31, Section 29 of the Village Municipal Code describes this role and calls for additional funds added to the Clerk's salary for the oversight of financial functions such as the collection of licensing, vehicle sticker, and parking fees. Ordinance 84-0-070 specifically provided for this compensation when it passed on December 18th, 1984.

In the Staffing Level Study conducted in June of 2017 by the Matrix Consulting Group, it was recommended that the "Village transfer financial functions performed by the Village Clerk to the Treasurer's Office (page 31)."

In addition to ending weekend service and eliminating a Commission Secretary position, the Clerk's Office subsequently effected a complete transfer of all staff conducting financial functions to the Treasurer's Office last year.

It is my understanding that the salaries of elected officials cannot be changed while in office. I am, therefore, recommending that the Village draft an ordinance to take effect on May 1st, 2021 that would eliminate the Clerk/Collector office from the Code of Ordinances and eliminate the additional pay received by the Clerk for Collector's duties.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**ORDINANCE
NO. 2020-O-058**

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE TINLEY PARK
VILLAGE CODE PERTAINING TO THE OFFICE OF VILLAGE COLLECTOR
AND AMENDING THE SALARY OF THE VILLAGE CLERK TO REFLECT THE
REMOVAL OF THE COLLECTOR'S DUTIES FROM THE OFFICE OF THE
VILLAGE CLERK EFFECTIVE MAY 1, 2021**

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

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

ORDINANCE NO. 2020-O-058

AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE TINLEY PARK VILLAGE CODE PERTAINING TO THE OFFICE OF VILLAGE COLLECTOR AND AMENDING THE SALARY OF THE VILLAGE CLERK TO REFLECT THE REMOVAL OF THE COLLECTOR'S DUTIES FROM THE OFFICE OF THE VILLAGE CLERK EFFECTIVE MAY 1, 2021

WHEREAS, the Village of Tinley Park is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and may exercise powers pertaining to its local governmental affairs; and

WHEREAS, via the lawful passage of an Ordinance in accordance with Section ILCS 65 ILCS 5-3.1-30-15 the President of Board of Trustees appointed the Office of Village Clerk to serve as Village Collector and has provided compensation for carrying out the role of Village Collector pursuant to 65 ILCS 5-3.1-30-25; and

WHEREAS, The Village Treasurer's Office is tasked with overseeing the financial matters of the Village including collected monies owed to It and maintains a staff trained to carry out such duties; and

WHEREAS, in consultation with the Village Clerk's Office and the Village Treasurer's Office, the President and Board of Trustees believe that it is in the best interests of the Village and its residents to bring all duties of collections under the Village Treasurer's Office and make the Village Treasurer the ex-official Village Collector; and

WHEREAS, in accordance with applicable law, any adjustment in the salaries of the Elected Officials, as contemplated herein, shall not take effect during the current term of the Village Clerk; and

WHEREAS, pursuant to the Illinois Municipal Code, the salaries for those officers who hold elective office for a definite term shall be fixed at least one hundred and eighty (180) days before the beginning of the terms of said officers; and

WHEREAS, as of the date of this Ordinance, there are currently more than one hundred and eighty (180) days before the beginning of the term of the Village Clerk; and

WHEREAS, the President and Board of Trustees hereby find and declare that it is in the best interests of the Village and its residents to amend certain sections of the Tinley Park Village Code and place the duties of the office of Village Collector with the Village Treasurer by making the Treasurer the ex-officio Collector and removing said duties from the Office of Village Clerk and reducing the salary of the Village Clerk effective May 1, 2020.

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

Section 2: That Title III Chapter 31 Sections 29 of the Tinley Park Village Code creating the dual role of Clerk as Collector is hereby stricken in its entirety as set forth in the strikethrough language below:

~~§ 31.029 VILLAGE CLERK AS VILLAGE COLLECTOR.~~

~~—(A)— The Clerk shall also hold the office of Village Collector. The powers and duties of the person holding such combined offices shall be the same as those powers and general duties set forth in this chapter pertaining to the general powers and duties of the Clerk and Village Collector.~~

~~(77 Code, § 31.022)~~

~~—(B)— The Clerk shall keep a correct account of all special assessments and special taxes on all property within the village and all other collections from any other source, except general real estate taxes. The accounts shall be kept in such manner that they will show, as near as practicable, at all times, the full amount or amounts due the village from such sources.~~

~~(77 Code, § 31.017)~~

~~—(C)— In all cases where the village acquires a tax deed by reason of sales for delinquent special assessments, when the same can be disposed of for the amount shown on the face thereof to have been paid for by the village, together with the expense of obtaining the deed, plus not less than 6% interest from the date of such sale, the Clerk shall execute a quit claim deed for the property described in such deed, or such parts thereof as can be so disposed of.~~

~~(77 Code, § 31.020)~~

~~—(D)— The Village Collector shall receive such compensation per year as may be set from time to time by the Board of Trustees, which payment shall be made in equal monthly installments.~~

~~(Ord. 84-0-070, passed 12-18-84)~~

Statutory reference:

~~—Village Clerk as Village Collector, see ILCS Ch. 65, Act 5 § 3.1-30-15~~

~~—Compensation for Clerk also holding office of Collector, see ILCS Ch. 65, Act 5 § 3.1-50-25~~

Section 3: That Title III Chapter 31 Sections 105 through 107 pertaining to the Office of Village Treasurer is hereby amended by adding the following underlined language and deleting the strikethrough language:

TREASURER

§ 31.105 TREASURER; ACCOUNTANT/ASSISTANT VILLAGE TREASURER.

(A) There is created the office of Village Treasurer. He shall be appointed by the President and the Board of Trustees, as provided by statute. The Village Treasurer shall serve for one year at the pleasure of the President and Board of Trustees. The Village Treasurer shall also serve as the ex officio Village Collector

(B) There is hereby created the office of Accountant/Assistant Village Treasurer, an administrative office of the village, reporting to the Village Treasurer.

(1) Appointment and term of office. The Accountant/Assistant Village Treasurer shall be appointed by the President with the approval of the Board of Trustees, upon the recommendation of the Village Manager, and shall serve for the term of one year.

(2) Duties. The Accountant/ Assistant Village Treasurer shall be responsible for assisting in varied accounting, internal auditing, and payroll functions relating to the operation of the Treasurer's Office, and shall be responsible for all duties as outlined in the village-approved job description.

(3) Compensation. The Accountant/Assistant Village Treasurer shall receive such compensation as the Village Board shall fix from time to time.

§ 31.106 BOND.

The Village Treasurer shall give a bond, before entering upon the duties of his office, in the sum required by the Board of Trustees, but such amount shall not be less than that required by statute. This bond shall be conditioned upon the faithful performance of his duties by the Treasurer, and shall be conditioned to indemnify the village for any loss by reason of any neglect of duty or any act of the Treasurer.

§ 31.107 POWERS AND DUTIES.

The Treasurer shall perform such duties as may be prescribed for him by statute or ordinance. He shall receive all money paid into the village whether directly from the person paying the money or from the hands of such other officer or employee as may receive it, and he shall pay out money only on vouchers or orders properly signed by the President and Clerk.

(B) The Treasurer shall deposit the village funds in any bank or savings and loan that has a physical location in the village, pursuant to § [36.07](#). He shall keep the deposit of the village money separate and distinct from his own money, and shall not make private or personal use of any village money.

(C) He shall keep a full and detailed record showing all money received by him, showing the source from which it is received and the purpose for which it is paid, and he shall keep records at all times showing the financial status of the village.

(D) The Treasurer shall keep such books and accounts as may be required by the statute or prescribed by ordinance.

(E) All moneys received on any special assessment shall be held by the Treasurer as a special fund to be applied only to the payment of the improvement, or bonds and vouchers issued therefor, together with interest thereon, for which the assessment was made, and such money shall be used for no other purpose, unless to reimburse the village for money expended for such improvement. Payments on bonds or vouchers shall be made in accordance with the statutes and the law and the Treasurer shall keep his books and accounts in such a manner so that proper prorations in payments of principal and interest can be made and ascertained.

(F) All warrants drawn on the Treasurer must be signed by the President and countersigned by the Clerk, stating the particular fund or appropriation to which the same is chargeable, and the

person to whom payable; and no money shall be otherwise paid except as may be provided by statute. Money shall not be transferred by the Treasurer from one fund to another after it has been received by him, nor appropriated to any other purpose than that for which it has been collected or paid, except as may be ordered by the President and the Board of Trustees in the manner and form prescribed by statute.

(B) The ~~Clerk~~ Treasurer shall keep a correct account of all special assessments and special taxes on all property within the village and all other collections from any other source, except general real estate taxes. The accounts shall be kept in such manner that they will show, as near as practicable, at all times, the full amount or amounts due the village from such sources.

(C) In all cases where the village acquires a tax deed by reason of sales for delinquent special assessments, when the same can be disposed of for the amount shown on the face thereof to have been paid for by the village, together with the expense of obtaining the deed, plus not less than 6% interest from the date of such sale, the ~~Clerk~~ Treasurer shall execute a quit claim deed for the property described in such deed, or such parts thereof as can be so disposed of.

Section 4: Effective May 1, 2021 or immediately upon the swearing in of person to the Office of Village Clerk following the 2021 Municipal Election, the salary of the Village Clerk shall be reduced by removing the amount previously paid for duties as the Village Collector so that the total salary of the Village Clerk shall be \$17,000.

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 upon its passage, approval, and publication in pamphlet form.

PASSED THIS ____ day of _____, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS ____ day of _____, 2020.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. _____, “AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE TINLEY PARK VILLAGE CODE PERTAINING TO THE OFFICE OF VILLAGE COLLECTOR AND AMENDING THE SALARY OF THE TO REFLECT THE REMOVAL OF THE COLLECTOR’S DUTY FROM THE OFFICE OF THE VILLAGE CLERK EFFECTIVE JUNE 1, 2021,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on _____ . 2020

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this _____ day of _____, 2020.

KRISTIN A. THIRION, VILLAGE CLERK



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

ORDINANCE
NO. 2020-O-059

ORDINANCE NO. 2020-O-059

**AN ORDINANCE AMENDING CERTAIN PROVISIONS OF
TINLEY PARK TOWING OF MOTOR VEHICLES ORDINANCE**

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. 2020-O-059**AN ORDINANCE AMENDING CERTAIN PROVISIONS OF
TINLEY PARK TOWING OF MOTOR VEHICLES ORDINANCE**

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, Amendments that certain provisions of the Tinley Park Towing of Motor Vehicles Ordinance have been proposed; and

WHEREAS, Section 5/11-80-2, "Use of Streets", 65 ILCS 5/11-80-2 provides that the corporate authorities of each municipality may regulate the use of the streets and other municipal property (5/11-80-2. Use of streets);

WHEREAS, Section 5/11-80-3, "Obstructions upon Streets", of the Illinois Municipal Code provides that corporate authorities of each municipality may prevent and remove encroachments or obstructions upon the streets and other municipal property (65 ILCS 5/11-80-3);

WHEREAS, the President and Board of Trustees have reviewed the matter herein and have determined that amending certain provisions of the Tinley Park Towing of Motor Vehicles Ordinance is in the best interest of the Village of Tinley Park.

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 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 Section 90.20 Definitions is hereby amended to adopt the following language:

"HAZARDOUS VEHICLE,"

- (1) A vehicle that has been involved in an accident and is disabled or cannot be immediately moved by the owner or operator of the vehicle.

- (2) A vehicle that presents an immediate danger to the health or welfare of the members of the public.
- (3) A vehicle abandoned or disabled on a public street, way, or alley that is impeding the orderly flow of traffic or poses a potential danger to pedestrians and other operators of vehicles **either by its location, condition or appearance.**
- (4) A vehicle that must be moved to allow for proper municipal snow removal from a public street, way, or alley.

"OWNER." A person who holds legal title to the vehicle, **or the right of possession of the vehicle.**

"UNLAWFUL VEHICLE"

- (1) A vehicle that has been reported stolen or is the subject of a search and seizure by the Police Department.
- (2) A vehicle parked in violation of state statutes or ordinances of the village which prohibit parking at the location in question or for the period of time for which the vehicle has been parked, and where either the statute or the ordinance authorize the vehicle to be towed and the signs posted at or near the general location in question note that fact.
- (3) **A vehicle towed incident to arrest.** ~~A vehicle which was operated by a person placed under lawful arrest for violation of any statute or local ordinance and who by virtue of the arrest is unable to operate the vehicle.~~
- (4) **A vehicle that is used in connection with any of the following:**
 - (a) **The commission or attempted commission of any criminal offense classified as a Class A misdemeanor under the Illinois Criminal Code, 720 ILCS 5/1-1 et. seq. or the Illinois Vehicle Code, 625 ILCS 5/1-100 et. seq. or any corresponding violation of the municipal code.**
 - (b) **The commission or attempted commission of any criminal offense classified as a Felony under the Illinois Criminal Code, 720 ILCS 5/1-1 et. seq or the Illinois Vehicle Code, 625 ILCS 5/1-100 et. seq.**
 - (c) **Where an outstanding warrant has been issued for the driver, whether the warrant is for failure to appear in court, or for initial charges, including both felony and misdemeanor charges.**
 - (d) **Operation or use of a vehicle in violation of 625 Ill. Comp. Stat. Ann. 5/11-503**
 - (1) **while the vehicle is part of a funeral procession; or**

(2) in a manner that interferes with a funeral procession

- (e) **It shall not be necessary for criminal charges to be filed, prosecuted, and/or proven in order to demonstrate that one or more of the violations referenced in subsections (a) through (d) above has/have been committed.**

"VEHICLE." Any device in, upon, or by which any person or property is or may be transported **or drawn (e.g. trailers and other pulled devices)** upon a street, highway, or any public way ~~including trailers and other devices designed to be pulled by a propelled device.~~

Section 3: That Section 90.22 Hazardous and Unlawful Vehicles; Post-Tow Notice and Hearing Procedure is hereby amended to adopt the following language under subsection (3) Release of motor vehicles:

- (b) The owner may pay the full amount of fees and subsequently request a hearing pursuant to this section. **The fees shall be in addition to (i) any other penalties that may be assessed by a court of law for the underlying violations; and (ii) any towing or storage fees, or both, charged by the towing company.**

Section 4: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and are hereby repealed to the extent of such conflict.

Section 5: That the Village Clerk be and is hereby directed to publish this Ordinance in pamphlet form.

Section 6: This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS , 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS , 2020.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No.2020-O-059, “AN ORDINANCE AMENDING CERTAIN PROVISIONS OF TINLEY PARK TOWING OF MOTOR VEHICLES ORDINANCE” which was adopted by the President and Board of Trustees of the Village of Tinley Park on , 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this , 2020.

KRISTIN A. THIRION, VILLAGE CLERK



Interoffice Memo

Date: September 9, 2020
To: Village Board
From: Commander Stanley J Tencza
Subject: Tow Ordinance

The Tinley Park Police Department is seeking to amend it's current Towing of Motor Vehicle ordinance. The Tinley Park Police Department is seeking to broaden it's ability to impose administrative fees and procedures for impounding vehicles for specified violations. Any municipality may, consistent with the Illinois Vehicle Code, provide by ordinance, procedures for the release of properly impounded vehicles and for the imposition of a reasonable administrative fee related to it's administrative and processing costs associated with the investigation, arrest, and detention of an offender, or the removal, impoundment, storage, and release of a vehicle. The administrative fee (\$500.00) imposed by the municipality may be in addition to any fees charged for the towing and storage of an impounded vehicle. The administrative fees will act as a strong deterrent and will hold those accountable for their actions associated to criminal activity.



Interoffice

Memo

Date: September 8, 2020

To: David Niemeyer, Village Manager

From: John Urbanski, Public Works Director

Subject: Bid Approval: Site Improvements at 174th St. & 67th Ct.

Presented for September 15th, 2020 Committee of the Whole Meeting and Village Board Agenda discussion and possible action:

Background:

During the efforts to coordinate underground burial of the pole-mounted utilities in the area of the Boulevard Project (South St. & 174th St. at 67th Ct.), it was determined that a location for the necessary ComEd equipment was to be placed on a recently acquired easement behind the facility (17407 67th Ct.). In order to install the required ComEd switchgear and a new transformer, the previous electrical service to the adjacent facility needed to be rerouted from an overhead mast arm to an underground service. Along with this upgrade, it was determined that the other necessary work in the area would be done in conjunction.

Description:

This work was bid on Wednesday, September 2nd with a scope to include but are not limited to:

- Installation of a Portland cement concrete utility pad.
- Concrete curb and gutter.
- Replacement of sidewalk.
- Perimeter fence installation.
- Electrical service installation.
- Landscape restoration.

The project is located on the southeast corner of 174th Street and 67th Court and within an easement on the property at 17407 67th Court. The entire limits of the work are located within the Village of Tinley Park, Illinois. Nine (9) contractors obtained plans for the project, and five (5) eligible contractors attended the mandatory pre-bid meeting on August 26, 2020. One (1) bid was received for this project. Bids were publicly read aloud at 10:00 A.M. on Wednesday, September 2, 2020 by the Deputy Clerk with the Public Works Director and CBBEL representative present and received as follows:

Contractor:

Utility Dynamics Corp.

Location:

Oswego, IL

Bid Proposal:

\$51,951.50

Engineer's Estimate:\$42,900.00

Budget/ Finance: Funding is available in the approved FY21 New Bremen TIF Budget.

Staff Direction Request:

1. Approve contract with Utility Dynamics Corp., of Oswego, IL at the estimated amount of \$51,951.50 for the 174th Street and 67th Court Site Improvements.
2. Direct staff as necessary.

Attachments:

1. Bid Tabulations
2. Letter of Recommendation




CHRISTOPHER B. BURKE ENGINEERING, LTD.

16221 W. 159th Street Suite 201 Lockport, Illinois 60441 TEL (815) 770-2850

September , 2020

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

 Attention: John Urbanski
 Director of Public Works

 Subject: 174th Street and 67th Court Site and Building Improvements
Bid Results and Recommendation of Award
 (CBBEL #160373.00015)

Dear Mr. Urbanski,

On Wednesday, September 2, 2020 at 10:00 a.m. bids were received and opened for the 174th Street and 67th Court Site and Building Improvements Project. The project consists of the installation of a concrete utility pad and electrical service on the property at 17407 67th Court. Nine contractors obtained plans for the project, and five eligible contractors attended the mandatory pre-bid meeting on August 26, 2020. One bid was received for this project. The results have been reviewed and tabulated below.

CONTRACTOR	BID PROPOSAL
Engineer's Estimate	\$ 42,900.00
Utility Dynamics Corp.	\$ 51,951.50

Utility Dynamics Corporation is the low and only bidder with a bid amount of \$51,951.50. We have reviewed Utility Dynamics' bid document and find it to be in order. Utility Dynamics has successfully completed various projects for our other municipal clients and are currently completing work in the Village as a sub-contractor on the South Street Development Project. Due to their involvement with the South Street Development adjacent to this project site, Utility Dynamics is familiar with the project site and existing utilities in the area. Utility Dynamics is also aware of the South Street Development schedule and any impacts it may have on this project.

Therefore, we recommend awarding the 174th Street and 67th Court Site and Building Improvements Project to Utility Dynamics Corporation in the amount of \$51,951.50.

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

Sincerely,

 Alex Schaefer, PE
 Project Engineer

Enclosure as Noted

 cc: Colby Zemaitis – Tinley Park Public Works
 Gerry Hennelly – CBBEL
 Andrew Pufundt – CBBEL

**174TH STREET AND 67TH COURT
SITE AND BUILDING IMPROVEMENTS**

BID TABULATION
September 2, 2020
CHRISTOPHER B. BURKE ENGINEERING, LTD.

SP	ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		UTILITY DYNMAICS CORP.	
					UNIT PRICE	COST	UNIT PRICE	COST
	1	EARTH EXCAVATION	CU YD	12	\$ 50.00	\$ 600.00	\$ 892.00	\$ 10,704.00
	2	SIDEWALK REMOVAL	SQ FT	560	\$ 10.00	\$ 5,600.00	\$ 10.90	\$ 6,104.00
#	3	REMOVE AND REPLACE CURB AND GUTTER	FOOT	12	\$ 60.00	\$ 720.00	\$ 277.00	\$ 3,324.00
#	4	WOOD PANEL FENCE REMOVAL	FOOT	11	\$ 10.00	\$ 110.00	\$ 44.00	\$ 484.00
#	5	6' WOOD STOCKADE FENCE	FOOT	66	\$ 45.00	\$ 2,970.00	\$ 44.00	\$ 2,904.00
#	6	PORTLAND CEMENT CONCRETE SIDEWALK, 6 INCH	SQ FT	325	\$ 20.00	\$ 6,500.00	\$ 16.50	\$ 5,362.50
#	7	LANDSCAPE RESTORATION	SQ YD	120	\$ 20.00	\$ 2,400.00	\$ 22.00	\$ 2,640.00
#	8	PORTLAND CEMENT CONCRETE UTILITY PAD, 6 INCH	SQ YD	70	\$ 150.00	\$ 10,500.00	\$ 101.00	\$ 7,070.00
#	9	SUPPLY AND OPERATE 100 KW GENERATOR FOR TEMPORARY POWER TO BUILDING	DAY	1	\$ 1,000.00	\$ 1,000.00	\$ 1,595.00	\$ 1,595.00
#	10	REMOVAL OF EXISTING OVER HEAD BUILDING ELECTRIC SERVICE INSTALLATION AND RESTORATION	EACH	1	\$ 2,500.00	\$ 2,500.00	\$ 4,225.00	\$ 4,225.00
#	11	SECONDARY ELECTRICAL SERVICE CONNECTIONS TO EXISTING BUILDING SERVICE	EACH	1	\$ 10,000.00	\$ 10,000.00	\$ 7,539.00	\$ 7,539.00
TOTALS =						\$ 42,900.00		\$ 51,951.50

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

RESOLUTION
NO. 2020-R-089

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND UTILITY DYNAMICS CORP. FOR SITE AND BUILDING IMPROVEMENTS AT 174TH
STREET AND 67TH COURT**

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

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

RESOLUTION NO. 2020-R-089**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND UTILITY DYNAMICS CORP. FOR SITE AND BUILDING IMPROVEMENTS AT 174TH STREET AND 67TH COURT**

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

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

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

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

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

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

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

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

ADOPTED this 15th day of September, 2020, by the Corporate Authorities of the Village of Tinley

Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 15th day of September, 2020, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-089, **“A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND UTILITY DYNAMICS CORP. FOR SITE AND BUILDING IMPROVEMENTS AT 174TH STREET AND 67TH COURT,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 15, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15th day of September, 2020.

 KRISTIN A. THIRION, VILLAGE CLERK

VILLAGE OF TINLEY PARK**SERVICE CONTRACT**

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

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Fifty-One Thousand, Nine Hundred Fifty-One and 50/100 Dollars (\$51,951.50)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The

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

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

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

CERTIFICATIONS BY CONTRACTOR**Affidavit of Compliance**

Contractor and all subcontractors shall complete this Affidavit of Compliance ("Affidavit") and submit supporting documentation as required pursuant to *Responsible Bidder Requirements on Public Work Projects*. Contractor must submit this Affidavit and all related evidence with its bid. Contractor shall be responsible for providing this Affidavit to all subcontractors who will perform work on the project. All subcontractors' Affidavits and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible bidder.

For the remainder of this Affidavit, "Contractor" refers to the general contractor and all subcontractors. Each item must be answered. If the question is not applicable, answer "NA." If the answer is none, answer "none."

The certifications set forth in this Affidavit and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned Joseph B. Spencer, as President and on behalf
 (Name) (Title)
 of Utility Dynamics Corporation having been duly sworn under oath certifies that:
 (Contractor)

Business Organization

The form of business organization of the Contractor is (check one):

Sole Proprietor or Partnership LLC
 Corporation Independent Contractor (Individual)

If contractor/subcontractor is a corporation, indicate the state and the date of incorporation:

Illinois 09/03/1971

Authorized to do business in the State of Illinois:

Yes No

Describe supporting documentation attached: Certificate of Registration

Federal Employer I.D. #: 36-2776022

Social Security # (if an individual or sole proprietor): _____

Registered with Illinois Department of Revenue: Yes No

Describe supporting documentation attached (if "No," explain): IRS Letter

Registered with Illinois Department of Employment Security: Yes No

Describe supporting documentation attached (if "No," explain): MyTax Illinois Print out

Tax liens or tax delinquencies

Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor of any officers of the contractor in the last five (5) years Yes No

"No" means "not applicable." If "yes," describe lien/delinquencies and resolution:

EOE Compliance

Contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions). Yes No

Employee Classification

Contractor's employees who will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances (Form B). N/A Yes No

Professional or Trade Licenses

Contractor will possess all applicable professional and trade licenses required for performing the Contract work: Yes No

License	Number	Date Issued	Current Expiration	Holder of License
Elgin Electrical Contractor	#0011872	12/13/19	12/31/2020	Mark Reckamp-Utility Dynamics Corporation

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

Documentation Attached (Contractor must initial next to each item):

Form A: Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project.

NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date the subcontractor commences work on the project.

Form B: List of individuals who will perform work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current workers' compensation policy, properly classified under the workers' compensation policy, and covered by a health and welfare and retirement plan.

Form C Additional Information (if required)

Certificate of Good Standing
(or other evidence of compliance with laws pre-requisite to doing business in the state)

Illinois Department of Revenue registration

Illinois Department of Employment Security registration

Standards of Apprenticeship/Apprentice Agreements

Substance Abuse Prevention program (or applicable provision from CBA in effect)

Written Safety Policy Statement signed by company representative

OSHA cards evidencing 10-hour or greater safety program completed, if requested

Workers' Compensation Coverage

Professional or Trade Licenses

SCOPE OF SERVICES

Attached Scope of work for 174th Street and 67th Court Site and Building Improvements as detailed in:

- **Proposal Title 174th Street and 67th Court Site and Building Improvements dated September 2, 2020.**

ITEM #	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST
1	EARTH EXCAVATION	12	CU YD	\$ 892.00	\$10,704.00
2	SIDEWALK REMOVAL	560	SQ FT	\$ 10.90	\$ 6,104.00
3	REMOVE AND REPLACE CURB AND GUTTER	12	FOOT	\$ 277.00	\$ 3,324.00
4	WOOD PANEL FENCE REMOVAL	11	FOOT	\$ 44.00	\$ 484.00
5	6' WOOD STOCKADE FENCE	66	FOOT	\$ 44.00	\$ 2,904.00
6	PORTLAND CEMENT CONCRETE SIDEWALK, 6 INCH	325	SQ FT	\$ 16.50	\$ 5,362.50
7	LANDSCAPE RESTORATION	120	SQ YD	\$ 22.00	\$ 2,640.00
8	PORTLAND CEMENT CONCRETE UTILITY PAD, 6 INCH	70	SQ YD	\$ 101.00	\$ 7,070.00
9	SUPPLY AND OPERATE 100 KW GENERATOR FOR TEMPORARY POWER TO BUILDING	1	DAY	\$1,595.00	\$ 1,595.00
10	REMOVAL OF EXISTING OVER HEAD BUILDING ELECTRIC SERVICE INSTALLATION AND RESTORATION	1	EACH	\$4,225.00	\$ 4,225.00
11	SECONDARY ELECTRICAL SERVICE CONNECTIONS TO EXISTING BUILDING SERVICE	1	EACH	\$7,539.00	\$ 7,539.00
BIDDER'S TOTAL PROPOSAL FOR COMPLETING THE IMPROVEMENTS:					\$51,951.50

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

**** PLEASE SEE ATTACHED FOR SAMPLE COPY OF OUR CERTIFICATE OF INSURANCE ****

Form A

Subcontractors who will Perform Work on the Project

Name	Address	Work to be Performed
Duco Cement Construction	21649 S. Moni Dr. New Lenox, IL 60451	Excavation, Sub-base & cement
Dura Bilt Fence, Inc.	433 Denniston Ct. Wheeling, IL 60090	Fencing
Knickerbocker Roofing & Paving Co.	16851 South Lathrop Ave. Harvey, IL 60426	Roof

Form B

Individuals who will perform work on the project

List all individuals who will perform work on this project with the following information:

- Individual is an employee (E) or independent contractor (I);
- Individual's trade classification (indicate apprenticeship status where appropriate);
- Employee (E) is covered under Contractor's current workers' compensation (WC) policy;
- Employee's (E) county of residence.

Name	E/I	Trade	WC - Y/N	County of residence
All labor will be provided by skilled tradesmen for each trade				

Form C

Additional Information Required

If required in the bid specifications, Contractor shall complete items I and/or II below:

Statement of past three (3) years experience on public construction projects.

Public Body/ Project Name/Year	Reference Name/ Phone #	Original Price/ Final price	Subcontractors
	PLEASE SEE ATTACHED LIST		

List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Public Body/Project Name/Year	Reference Name/Phone Number	Original Price/Final Price	Subcontractors
INVERNESS, IL SITE LIGHTING @ INVERNESS ON THE PONDS 2017	Susan Culliton 847-612-8898	\$14,000.00 \$14,425.00	NO
VILLAGE OF ARLINGTON HEIGHTS 2018 DOWNTOWN DECORATIVE LTG. 2018	Derek Mach 847-368-5432	\$34,225.00 \$45,524.00	NO
VILLAGE OF ELBURN ELBURN STREET LIGHTING 2018	Phil Vanbogaert 630-365-5060	\$10,910.00	NO
VILLAGE OF MOUNT PROSPECT CENTRAL RD STREET LIGHT PROJECT 2018	Jeff Melndl 847-870-5640	\$280,409.00 \$262,414.00	NO
VILLAGE OF WILMETTE ST LTG. INSTALL LAWLER AVE. 2019	Cliff Ruemner 847-853-7619	\$101,195.00 \$66,446.00	NO
VILLAGE OF BENSENVILLE 2018 RES. ST. LTG. PROJECT 2019	Brad Hargett 630-718-7578	\$321,587.00 \$313,116.00	NO
INVERNESS, IL SITE LIGHTING @ INVERNESS ON THE PONDS PH 3 2019	Susan Culliton 847-612-8898	\$20,000.00	NO
VILLAGE OF MANTENO DIVISION STREET LIGHTING 2019	Mark Wesolowski 815-412-2710	\$148,340.00 \$97,654.00	NO
VILLAGE OF ROMEOVILLE DECO ST. LTG. PHASE 4- MURPHY DRIVE 2019	Joel Drabicki 815-412-2012	\$622,170.00 \$503,325.00	NO
VILLAGE OF MOUNT PROSPECT RANDVIEW HIGHLANDS ST. LTG. 2020	Donna Brown 847-875-5478	\$134,937.00 \$131,380.00	NO
VILLAGE OF FOX LAKE GRAND AVE ST. LIGHTING 2020	Kevin VanDeWoestyne 847-815-9500	\$544,335.00 \$502,670.00	NO
CITY OF ROCK ISLAND 11TH STREET LIGHTING 2020	Mike Kane 309-732-2237	\$97,147.00 \$115,556.00	YES
VILLAGE OF ROSEMONT GLENLAKE ST. LIGHTING 2020	Tony DeRicco 847-823-0500	\$513,030.00 \$546,817.00	NO
CITY OF ROCKFORD ROXBURY ROADWAY LIGHTING 2020	Ryan Lundberg 773-348-7644	\$250,060.00 \$232,132.00	NO
INVERNESS, IL SITE LTG @ INVERNESS ON THE PONDS PH IV 2020	Susan Culliton 847-612-8898	\$22,062.00	NO
CITY OF PARK RIDGE HODGES LIGHTING IMPROVEMENTS 2020	Anthony Derrico 847-980-0650	\$147,499.00 \$133,869.00	NO
VILLAGE OF BLOOMINGDALE OLD TOWN DURP 2017	Orion Galey 847-823-0500	\$716,140.00	YES

Public Body/Project Name/Year	Reference Name/Phone Number	Original Price/Final Price	Subcontractors
VILLAGE OF GRAYSLAKE UTILITY BURIAL 2019	Dan Strahan 847-821-6233	\$318,420.00	YES
VILLAGE OF ALGONQUIN MAIN ST. DURP 2019	Gerald Hennelly 847-823-0500	\$1,942,839.00 \$1,471,338.00	YES

** Additional References are Available Upon Request **

List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Date	Law	Determination	Penalty
N/A			

Verify that all of your Illinois Business Authorization information is correct.

Verify that the information below correctly represents your business location. In particular, be sure to verify that the information correctly represents whether you are within or outside of a municipality. If you have registered for Sales and Use Tax and the retail sales location listed is incorrect, contact our Local Tax Allocation Division at 217 785-6518.

**Sales location is outside municipal limits.
Kendall County**

If all of the information is correct, cut along the dotted line (fits a standard 5" x 7" frame). Your authorization must be visibly displayed at the address listed. **Do not discard the attached Illinois Business Authorization unless the information displayed is incorrect or until it expires.** Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

Illinois Business Authorization

OFFICIAL DOCUMENT

UTILITY DYNAMICS CORP

**23 COMMERCE DR
OSWEGO IL 60543-9305**

Loc. Code: 047-5000-7-001
Kendall County

Expiration Date:
12/31/2020

Certificate of Registration
Sales and use taxes and fees

(1079-3690)

ILLINOIS REVENUE

[Signature]
Director

Issued Date: **11/01/2019**

OFFICIAL DOCUMENT

File Number

4988-685-3



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

UTILITY DYNAMICS CORPORATION, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON SEPTEMBER 03, 1971, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 21ST day of APRIL A.D. 2020 .



Authentication #: 2011203530 verifiable until 04/21/2021
 Authenticate at: <http://www.cyberdriveillinois.com>

Jesse White

SECRETARY OF STATE



**Department of the Treasury
Internal Revenue Service
Cincinnati, OH 45999**

In reply refer to: 0235526778
Dec 06, 2018 LTR 147C
36-2776022

**UTILITY DYNAMICS CORP
% JOSEPH B SPENCER
23 COMMERCE DR
OSWEGO IL 60543-9305 230**

Taxpayer Identification Number: 36-2776022

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of December 6th, 2018.

Your Employer Identification Number (EIN) is 36-2776022. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 7:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Mrs. Underwood
1000196669
Customer Service Representative



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Unemployment Insurance

Welcome, Joseph B. Spencer | [Settings](#) | [Log Off](#)

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Account

UTILITY DYNAMICS CORP
36-2776022

Unemployment Insurance
UTILITY DYNAMICS
CORPORATION
0474916

Balance: \$0.00

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

I.B.E.W. LOCAL #9 MIDDLE STATES ELECTRICAL CONTRACTORS ASSN.

Hillside, Illinois

For the Trades of Line Maintainer

*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

Revised May 5, 2003
August 26, 1992

Date

IL015920003

Registration No.



Secretary of Labor

Robt. Chao

Administrator, Apprenticeship Training, Employer and Labor Services
Anthony Suroaga



Interoffice

Memo

Date: September 8, 2020
To: David Niemeyer, Village Manager
From: John Urbanski, Public Works Director
Subject: Bid Approval: Freedom Pond Landscape Enhancements Phase 2-North

Presented for September 15th, 2020 Committee of the Whole Meeting and Village Board Agenda discussion and possible action:

Background:

In 2017 the construction of the Freedom Pond at the previous Panduit property began construction. This retaining pond was constructed to assist with MWRD requirements for rainfall detention of the newly developed downtown area. During the efforts to design the pond, a committee of residents was created to offer recommendations of beautification and useability to enhance the base design of a basic detention pond. This committee offered recommendations along with this upgrade that we have described as the Phase 2 Enhancements. Shortly after the completion of Phase 1, the MWRD reconstruction efforts at the intersection of 175th & Ridgeland impeded progress into the next phase. It has also been determined the best approach to implementation of Phase 2 was to sub-divide into an "North" and "South" phase based on the upcoming reconstruction of the adjacent streets and ROWs and have the South phase added to the CCDOTH construction contract.

Description:

This work was bid on Monday, August 31st with a scope to include but are not limited to:

- Installation of site-wide landscaping.
- Installation of a lookout deck and landscaping at the Northernly corner.
- Installation of North-east corner landscaping and lookout deck.
- Installation of north-west corner landscaping and lookout deck for connection to future path.
- Purchase of materials for future installation of South lookout decks.

The project is located on the northeast corner of 175th Street and Ridgeland Ave. The entire limits of the work are located within the Village of Tinley Park, Illinois. Six (6) contractors obtained plans for the project, and zero (0) contractors attended the optional pre-bid meeting on August 21, 2020. Three (3) bids were received for this project. Bids were publicly read aloud at 12:00 P.M. on Monday, August 31, 2020 by the Deputy Clerk with the Public Works Director and Site Design representative present and received as follows:

<u>Contractor:</u>	<u>Location</u>	<u>Bid Proposal</u>
Integral Construction Inc.	Romeoville, IL	\$226,320
Copenhaver Construction Inc.	Gilberts, IL	\$226,759
Cardinal State, LLC	Barrington Hills, IL	\$448,349

Bid Allowance.....\$7,500

Engineer's Estimate.....\$229,000



Budget/ Finance: Funding is available in the approved FY21 Legacy TIF Budget.

Staff Direction Request:

1. Approve contract with Integral Construction, Inc., of Romeoville, IL at the estimated amount plus allowance of \$233,820 for the Freedom Pond Landscape Enhancements Phase 2-North Improvements.
2. Direct staff as necessary.

Attachments:

1. Bid Tabulations.
2. Letter of Recommendation.



September 8, 2020

Mr. John Urbanski
Director of Public Works
Village of Tinley Park
16250 S. Oak Park Ave.
Tinley Park, Illinois 60477



re: **Contract Award Recommendation- Freedom Pond Landscape Enhancements Phase 2**

Dear John,

The recent bid process for the Freedom Pond Landscape Enhancements Phase 2 project resulted in three (3) bids received, opened and read publicly on August 31, 2020 at 12:00 PM. Bids were received from Copenhaver Construction, Inc. (Copenhaver), Integral Construction, Inc. (Integral) and Cardinal State, LLC (Cardinal State). The summary of bids is as follows:

Company Name	Location	Bid Bond/ Check	Bid Amount
Cardinal State	Barrington Hills, IL	Bid Bond	\$ 448,349.00
Copenhaver	Gilberts, IL	Bid Bond	\$ 226,759.00
Integral	Romeoville, IL	Bid Bond	\$ 226,320.00

After thorough review of the bids submitted, Integral was the apparent lowest responsible bidder and has provided the necessary information as part of their bid.

Our recommendation is to pursue contract negotiations with Integral at this time. We also recommend including a \$7,500 allowance in addition to their bid amount to allow for any necessary increases to tree replacement quantities or other field changes. Please let us know if you have any questions or concerns.

Sincerely,

Mitch Murdock
Project Manager – site design group, ltd.

CC: RKS / BM/ KM

Freedom Pond Phase 2 Landscape Enhancements
 Bid Opening 8/31/2020
 site deisgn droup, ltd. project # 7954

Company Name	Location	Bid Bond/ Check	Bid Amount
Cardinal State, LLC	Barrington Hills, IL	Bid Bond	\$ 448,349.00
Copenhaver Construction, Inc.	Gilberts, IL	Bid Bond	\$ 226,759.00
Integral Construction, Inc.	Romeoville, IL	Bid Bond	\$ 226,320.00

	Cardinal State	Copenhaver	Integral
Site wide Landscape	\$ 53,166.00	\$ 40,720.00	\$ 26,393.00
Deck and NE Corner	\$ 342,113.00	\$ 141,479.00	\$ 147,386.00
NW Corner Plaza	\$ 24,630.00	\$ 22,060.00	\$ 26,640.00
SW Corner Materials	\$ 14,970.00	\$ 11,635.00	\$ 13,459.00
SE Corner Materials	\$ 13,470.00	\$ 10,865.00	\$ 12,442.00
	\$ 448,349.00	\$ 226,759.00	\$ 226,320.00

Lowest
Middle
Highest

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

RESOLUTION
NO. 2020-R-090

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND INTEGRAL CONSTRUCTION, INC. FOR FREEDOM POND LANDSCAPE
ENHANCEMENTS-PHASE 2**

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

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

RESOLUTION NO. 2020-R-090**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND INTEGRAL CONSTRUCTION, INC. FOR FREEDOM POND LANDSCAPE ENHANCEMENTS-PHASE 2**

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

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

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

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

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

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

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

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

ADOPTED this 15th day of September, 2020, by the Corporate Authorities of the Village of Tinley

Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 15th day of September, 2020, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-090, **“A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND INTEGRAL CONSTRUCTION, INC. FOR FREEDOM POND LANDSCAPE ENHANCEMENTS-PHASE 2,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 15, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15th day of September, 2020.

 KRISTIN A. THIRION, VILLAGE CLERK

VILLAGE OF TINLEY PARK**SERVICE CONTRACT**

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

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **two hundred thirty three thousand eight hundred and twenty and 00/100 Dollars (233,820.00)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as

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

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

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

CERTIFICATIONS BY CONTRACTOR

Affidavit of Compliance

Contractor and all subcontractors shall complete this Affidavit of Compliance ("Affidavit") and submit supporting documentation as required pursuant to *Responsible Bidder Requirements on Public Work Projects*. Contractor must submit this Affidavit and all related evidence with its bid. Contractor shall be responsible for providing this Affidavit to all subcontractors who will perform work on the project. All subcontractors' Affidavits and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible bidder.

For the remainder of this Affidavit, "Contractor" refers to the general contractor and all subcontractors. Each item must be answered. If the question is not applicable, answer "NA." If the answer is none, answer "none."

The certifications set forth in this Affidavit and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned Christopher Osinski, as Principal and on behalf
 (Name) (Title)
 of Integral Construction Inc. having been duly sworn under oath certifies that:
 (Contractor)

Business Organization

The form of business organization of the Contractor is (check one):

Sole Proprietor or Partnership LLC
 Corporation Independent Contractor (Individual)

If contractor/subcontractor is a corporation, indicate the state and the date of incorporation:

Illinois

Authorized to do business in the State of Illinois: Yes No

Describe supporting documentation attached: FEIN Notification Letter

Federal Employer I.D. #: 81-1896220

Social Security # (if an individual or sole proprietor): N/A

Registered with Illinois Department of Revenue: Yes No

Describe supporting documentation attached (if "No," explain): _____

Registered with Illinois Department of Employment Security: Yes No

Describe supporting documentation attached (if "No," explain): _____

Tax liens or tax delinquencies

Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor of any officers of the contractor in the last five (5) years Yes
 No

"No" means "not applicable." If "yes," describe lien/delinquencies and resolution:

EOE Compliance

Contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions). Yes
 No

Employee Classification

Contractor's employees who will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances (Form B). N/A Yes No

Professional or Trade Licenses

Contractor will possess all applicable professional and trade licenses required for performing the Contract work: Yes No

License	Number	Date Issued	Current Expiration	Holder of License
GC Class A	TGC091800	11/10/16	11/10/19	City of Chicago
Contractor's License		9/2018	12/2020	City of Oak Forest
Contractor's License	467	8/2020	8/2021	Village of Oak Lawn

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

Documentation Attached (Contractor must initial next to each item):

CO Form A: Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project.

NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date the subcontractor commences work on the project.

CO Form B: List of individuals who will perform work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current workers' compensation policy, properly classified under the workers' compensation policy, and covered by a health and welfare and retirement plan.

CO Form C Additional Information (if required)

CO Certificate of Good Standing
(or other evidence of compliance with laws pre-requisite to doing business in the state)

CO Illinois Department of Revenue registration

CO Illinois Department of Employment Security registration

CO Standards of Apprenticeship/Apprentice Agreements

CO Substance Abuse Prevention program (or applicable provision from CBA in effect)

CO Written Safety Policy Statement signed by company representative

____ OSHA cards evidencing 10-hour or greater safety program completed, if requested

CO Workers' Compensation Coverage

CO Professional or Trade Licenses

Eligibility to Contract

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

Christopher Osinski
Name of Contractor (please print)

Christopher A. Osinski
Submitted by (signature)

Principal
Title

Certificate of Compliance with Illinois Human Rights Act

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

Christopher Osinski
Name of Contractor (please print)

Christopher A. Osinski
Submitted by (signature)

Principal
Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

Christopher Osinski
Name of Contractor (please print)

Christopher A. Osinski
Submitted by (signature)

Principal
Title

Certificate Regarding Sexual Harassment Policy

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

<p>Christopher Osinski _____ Name of Contractor (please print)</p> <p>Principal _____ Title</p>	<p><i>Christopher A. Osinski</i> _____ Submitted by (signature)</p>
---	---

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

The undersigned hereby certifies that:

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

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

<p>Christopher Osinski _____ Name of Contractor (please print)</p> <p>Principal _____ Title</p>	<p><i>Christopher A. Osinski</i> _____ Submitted by (signature)</p>
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Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation

to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Christopher Osinski
Name of Contractor (please print)

Chris A. Osinski
Submitted by (signature)

Principal
Title

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

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

Christopher Osinski
Name of Contractor (please print)

Chris A. Osinski
Submitted by (signature)

Principal
Title

[Signature Page to Follow]

CONTRACTOR NAME

BY: Integral Construction Inc. *Chryz A. Osinski* 9/10/20
Date

Printed Name: Christopher Osinski

Title: Principal

VILLAGE OF TINLEY PARK

BY: _____
Jacob C. Vandenberg, Village President
(required if Contract is \$20,000 or more) _____
Date

ATTEST:

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

VILLAGE OF TINLEY PARK

BY: _____
Village Manager _____
Date



Interoffice

Memo

Date: September 11, 2020

To: David Niemeyer, Village Manager
Pat Carr, Assistant Village Manager

From: Terry Lusby, Jr., Facilities & Fleet Superintendent

Subject: Authorize Sole Source Purchase of Materials For LED Street Lighting Replacement - 159th St. Project (Joint venture with Orland Park)

Presented for September 1, 2020 Committee of the Whole Meeting / September 15, 2020 Village Board Meeting Agenda consideration and possible action:

Description:

Authorize the sole source purchase of new material and equipment from Lyons View of Illinois for the LED Street Lighting Replacement – 159th St. Project (Joint venture with Orland Park). Public Works plans on installing new LED light fixtures on the South side of 159th St. (in-house) while Orland Park installs new LED light fixtures on the North side of 159th St. Currently Public Works has completed Phase One - Three of the LED Street Lighting Replacement Project in FY 2017 - 2019, which included approximately 1,177 streetlights. The LED Street Lighting Replacement Project will continue to benefit the village in multiple ways.

The benefits include but are not limited to:

- Live notification of outages (Not relying on Village Staff Inspections/Reports).
- Actual energy consumption reports (Not assumed by ComEd).
- Energy savings of approximately \$77 - \$124 per light head (Annually).
- Maintenance savings of approximately \$53 - \$55 per light head (Annually).
- Based on the energy and maintenance savings, our expected return on this investment is expected to have a payback of less than six (6) years.
- Damage / Knock-down instant notification.
- Supplying manufacturer offers 10 year warranty on product.
- Reduction in maintenance requirements allow for staff to redirect toward infrastructure repairs.

Public Works requests consideration to purchase 143 new high efficient LED light heads to replace existing light fixtures on 159th St. between 86th Ave. and Oak Park Ave. Sufficient funds are available under the approved FY21 Capital Project Budget (\$100,000).

Background:

Purchase consists of all applicable items to replace/retrofit new LED light heads on existing High Pressure Sodium/Metal Halide/Mercury light heads within the specified areas on 159th St. between 86th Ave. and Oak Park Ave. The quoted price from Lyons View is \$470 per LED fixture (214 Watt) and it comes with a ten (10) year warranty. Lyons View is the GE Lighting products primary representative in the State of Illinois. If products are purchased through another contractor/cooperative purchasing organization, the price to furnish and deliver fixtures would include an approximate two (2) to five (5) percent increase.

Budget / Finance:

143/QTY GELD ERI2025B340DGRAYGIL 214W Light Fixture	\$67,210
143/QTY GELD ELWN0A8UBAAXXAD Smart Nodes	\$26,190
1/QTY GELD ELWG0CXXGM Gateway Controller	<u>\$4,800</u>
TOTAL	\$98,200

Staff Direction Request:

1. Approve the sole source purchase order with Lyons View, of Illinois, IL as estimated in the amount of \$98,200 for the LED Street Lighting 159th St. Replacement Project (Joint venture with Orland Park) materials.
2. Direct staff as necessary.

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

RESOLUTION
NO. 2020-R-091

**A RESOLUTION APPROVING A PURCHASE ORDER BETWEEN THE VILLAGE OF TINLEY
PARK AND LYONS VIEW FOR LED STREET LIGHTING REPLACEMENT-159TH 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

RESOLUTION NO. 2020-R-091**A RESOLUTION APPROVING A PURCHASE ORDER BETWEEN THE VILLAGE OF TINLEY PARK AND LYONS VIEW FOR LED STREET LIGHTING REPLACEMENT-159TH PROJECT**

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

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

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

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

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

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

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

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

ADOPTED this 15th day of September, 2020, by the Corporate Authorities of the Village of Tinley

Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 15th day of September, 2020, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-091, **“A RESOLUTION APPROVING A PURCHASE ORDER BETWEEN THE VILLAGE OF TINLEY PARK AND LYONS VIEW FOR LED STREET LIGHTING REPLACEMENT-159TH PROJECT,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 15, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15th, day of September, 2020.

 KRISTIN A. THIRION, VILLAGE CLERK



5261 W. Harrison Street
Chicago IL 60644
Phone:
Fax:
From: Chris von Kondrat
Quoter Ph: 630-462-0230 x.17
Email: cvonkondrat@thewillgroup.com

Project Village of Tinley Park - 159th St. (US 6) - Phase 4

Location
Quote LV20-10357-6

To:
Village of Tinley Park
16250 S. Oak Park Ave.
Tinley Park IL 60477
Phone: (708) 444-5000

For
Bid Date Aug 6, 2020
Expires Sep 5, 2020

QTY	Type	MFG	Part	Price	UQ	ExtPrice
143		GELD	ERL2025B340DGRAYGIL Fixtures	\$470.00		\$67,210.00
143		GELD	ELWN0A8UBAAXXAD - (10 YEAR SERVICES INCLUDED) Smart Nodes	\$183.15		\$26,190.45
1		GELD	ELWG0CXXGM Gateway	\$4,800.00		\$4,800.00
Total:						\$98,200.45

Notes:
PLEASE REFER TO THIS QUOTE # WHEN ORDERING

Terms and conditions of sale:

Add freight for pre-shipment of anchor bolts.
NO labor charge back will be paid without prior authorization from the factory.
Manufacturer's standard freight terms apply.
Freight claims are the responsibility of the customer.
Pricing and freight are based upon receiving an order for the entire BOM quoted above. Any deviation will result in a requote.



Interoffice

Memo

Date: September 11, 2020

To: David Niemeyer, Village Manager
Pat Carr, Assistant Village Manager

From: Terry Lusby, Jr., Facilities & Fleet Superintendent

Subject: LED Street Lighting Replacement – Phase 4, 4A, & 4B Project
Service Contract Award Renewal 2020 (Year 2 of 3)

Presented for September 1, 2020 Committee of the Whole Meeting / September 15, 2020 Village Board Meeting Agenda consideration and possible action:

Description:

Currently Public Works has completed Phases One thru Three of the LED Street Lighting Replacement Project in FY 2017 Thru 2019, which included approximately 1,177 streetlights. This LED Street Lighting Replacement Project will continue to benefit the village in multiple ways. The current request includes a three-part contract due to individual funding sources.

Public Works is recommending we extend our current contract for an additional year for LED Street Lighting Replacement Project for the in the above listed areas within Tinley Park. The contract has the option of 2 (two) – 1 (one) year renewals. This would be the first extension. The past year John Burns Construction has proven to be a professional and reliable contractor with reasonable rates. Sufficient funds are available under the approved FY21 Capital Project Budget for the following projects:

- LED Street Lighting Replacement – Phase 4 (\$310,000)
 - Location: 179th to 1172nd and Bridalwood Ln. to 62nd Ave.
- LED Street Lighting Replacement – Phase 4A (\$115,600)
 - Location: Oak Park Ave. between Tinley Park Dr. to Hickory St.
- LED Street Lighting Replacement – Phase 4B (\$226,000)
 - Location: Oak Park Ave. between 172nd to 178th St.

Background:

Purchase will consist of all applicable labor and materials to replace/retrofit new LED light heads on existing High Pressure Sodium/Metal Halide/Mercury light heads within the specified areas of the Phase 4, 4A, and 4B Replacement Projects.

Budget / Finance:

Funding is available in the approved funding sources:

- LED Street Lighting Replacement – Phase 4 (\$310,000)
 - Funding Source: Capital Improvement Budget
 - Account Number: 30-75500

Original FY21 CIP Request	\$410,000
Approved Available Budget	\$310,000
LED Street Lighting Replacement (2% approximate increase)	<u>\$309,243</u>
Difference (Under Budget)	\$756

- LED Street Lighting Replacement – Phase 4A (\$115,600)
 - Funding Source: Main St. North TIF
 - Account Number: 18-75500

Approved Available Budget	\$115,000
LED Street Lighting Replacement (2% approximate increase)	<u>\$114,584</u>
Difference (Under Budget)	\$1,015

- LED Street Lighting Replacement – Phase 4B (\$226,000)
 - Funding Source: New Bremen TIF
 - Account Number: 27-75500

Approved Available Budget	\$226,000
LED Street Lighting Replacement (2% approximate increase)	<u>\$225,690</u>
Difference (Under Budget)	\$309

Staff Direction Request:

1. Approve service contact for 2020 LED Street Lighting Replacement Project with John Burns Construction, of Orland Park, IL as estimated in the following amounts:
 - a. \$310,000 (Phase 4)
 - b. \$115,600 (Phase 4A)
 - c. \$226,000 (Phase 4B)
2. Direct staff as necessary.

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

RESOLUTION
NO. 2020-R-092

**A RESOLUTION APPROVING CONTRACTS BETWEEN THE VILLAGE OF TINLEY PARK
AND JOHN BURNS CONSTRUCTION FOR THE
LED STREET LIGHTING REPLACEMENT PROJECT
PHASE 4 - PHASE 4A - PHASE 4B**

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

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

RESOLUTION NO. 2020-R-092**A RESOLUTION APPROVING CONTRACTS BETWEEN THE VILLAGE OF TINLEY PARK
AND JOHN BURNS CONSTRUCTION FOR THE
LED STREET LIGHTING REPLACEMENT PROJECT
PHASE 4 - PHASE 4A - PHASE 4B**

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

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

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

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

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

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

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

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

ADOPTED this 15th day of September, 2020, by the Corporate Authorities of the Village of Tinley

Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 15th day of September, 2020, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-092, **“A RESOLUTION APPROVING CONTRACTS BETWEEN THE VILLAGE OF TINLEY PARK AND JOHN BURNS CONSTRUCTION FOR THE LED STREET LIGHTING REPLACEMENT PROJECT PHASE 4 - PHASE 4A - PHASE 4B,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 15, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15th day of September, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

VILLAGE OF TINLEY PARK**SERVICE CONTRACT**

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

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Three Hundred and Nine Thousand, Two Hundred Forhty Three and 98/100 Dollars (309,243.98)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The

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

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

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

CERTIFICATIONS BY CONTRACTOR

Affidavit of Compliance

Contractor and all subcontractors shall complete this Affidavit of Compliance (“Affidavit”) and submit supporting documentation as required pursuant to *Responsible Bidder Requirements on Public Work Projects*. Contractor must submit this Affidavit and all related evidence with its bid. Contractor shall be responsible for providing this Affidavit to all subcontractors who will perform work on the project. All subcontractors’ Affidavits and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible bidder.

For the remainder of this Affidavit, “Contractor” refers to the general contractor and all subcontractors. Each item must be answered. If the question is not applicable, answer “NA.” If the answer is none, answer “none.”

The certifications set forth in this Affidavit and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned _____, as _____ and on behalf
 (Name) (Title)
 of John Burns Construction having been duly sworn under oath certifies that:
 (Contractor)

Business Organization

The form of business organization of the Contractor is (check one):

- Sole Proprietor or Partnership LLC
 Corporation Independent Contractor (Individual)

If contractor/subcontractor is a corporation, indicate the state and the date of incorporation:

Authorized to do business in the State of Illinois: Yes [] No []

Describe supporting documentation attached: _____

Federal Employer I.D. #: _____

Social Security # (if an individual or sole proprietor): _____

Registered with Illinois Department of Revenue: Yes No

Describe supporting documentation attached (if “No,” explain): _____

Registered with Illinois Department of Employment Security: Yes No

Describe supporting documentation attached (if “No,” explain): _____

Tax liens or tax delinquencies

Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor of any officers of the contractor in the last five (5) years Yes No

“No” means “not applicable.” If “yes,” describe lien/delinquencies and resolution:

EOE Compliance

Contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions). Yes No

Employee Classification

Contractor’s employees who will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances (Form B). N/A Yes No

Professional or Trade Licenses

Contractor will possess all applicable professional and trade licenses required for performing the Contract work: Yes No

License	Number	Date Issued	Current Expiration	Holder of License

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

Documentation Attached (Contractor must initial next to each item):

_____ Form A: Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project.

NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date the subcontractor commences work on the project.

_____ Form B: List of individuals who will perform work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current workers' compensation policy, properly classified under the workers' compensation policy, and covered by a health and welfare and retirement plan.

_____ Form C Additional Information (if required)

_____ Certificate of Good Standing
(or other evidence of compliance with laws pre-requisite to doing business in the state)

_____ Illinois Department of Revenue registration

_____ Illinois Department of Employment Security registration

_____ Standards of Apprenticeship/Apprentice Agreements

_____ Substance Abuse Prevention program (or applicable provision from CBA in effect)

_____ Written Safety Policy Statement signed by company representative

_____ OSHA cards evidencing 10-hour or greater safety program completed, if requested

_____ Workers' Compensation Coverage

_____ Professional or Trade Licenses

Eligibility to Contract

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

John Burns Construction
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

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

John Burns Construction
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

John Burns Construction
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

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

John Burns Construction
Name of Contractor (please print)

Submitted by (signature)

Title

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

The undersigned hereby certifies that:

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

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

John Burns Construction
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding

current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

John Burns Construction
Name of Contractor (please print)

Submitted by (signature)

Title

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

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

John Burns Construction
Name of Contractor (please print)

Submitted by (signature)

Title

[Signature Page to Follow]

John Burns Construction

BY: _____

_____ Date

Printed Name: _____

Title: _____

VILLAGE OF TINLEY PARK

BY: _____

_____ Date

Jacob C. Vandenberg, Village President
(required if Contract is \$20,000 or more)

ATTEST:

_____ Date

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

VILLAGE OF TINLEY PARK

BY: _____

_____ Date

Village Manager

SCOPE OF SERVICES

Attached Scope of work for LED Streetlighting Replacement – Phase 4 Project as detailed in:

- **Estimate: 15493**
 - **Project: Village of Tinley Park LED Street Lighting Replacement PH 4**
 - **Due Date: 8/14/2020**
 - **Note: Quotation firm for 275 days**

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Date	Law	Determination	Penalty

VILLAGE OF TINLEY PARK**SERVICE CONTRACT**

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

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **One Hundred and Fourteen Thousand, Five Hundred Eighty Four and 28/100 Dollars (114,584.28)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The

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

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

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

CERTIFICATIONS BY CONTRACTOR

Affidavit of Compliance

Contractor and all subcontractors shall complete this Affidavit of Compliance (“Affidavit”) and submit supporting documentation as required pursuant to *Responsible Bidder Requirements on Public Work Projects*. Contractor must submit this Affidavit and all related evidence with its bid. Contractor shall be responsible for providing this Affidavit to all subcontractors who will perform work on the project. All subcontractors’ Affidavits and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible bidder.

For the remainder of this Affidavit, “Contractor” refers to the general contractor and all subcontractors. Each item must be answered. If the question is not applicable, answer “NA.” If the answer is none, answer “none.”

The certifications set forth in this Affidavit and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned _____, as _____ and on behalf
 (Name) (Title)
 of John Burns Construction having been duly sworn under oath certifies that:
 (Contractor)

Business Organization

The form of business organization of the Contractor is (check one):

- Sole Proprietor or Partnership LLC
 Corporation Independent Contractor (Individual)

If contractor/subcontractor is a corporation, indicate the state and the date of incorporation:

Authorized to do business in the State of Illinois: Yes [] No []

Describe supporting documentation attached: _____

Federal Employer I.D. #: _____

Social Security # (if an individual or sole proprietor): _____

Registered with Illinois Department of Revenue: Yes No

Describe supporting documentation attached (if “No,” explain): _____

Registered with Illinois Department of Employment Security: Yes No

Describe supporting documentation attached (if “No,” explain): _____

Tax liens or tax delinquencies

Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor of any officers of the contractor in the last five (5) years Yes No

“No” means “not applicable.” If “yes,” describe lien/delinquencies and resolution:

EOE Compliance

Contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions). Yes No

Employee Classification

Contractor’s employees who will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances (Form B). N/A Yes No

Professional or Trade Licenses

Contractor will possess all applicable professional and trade licenses required for performing the Contract work: Yes No

License	Number	Date Issued	Current Expiration	Holder of License

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

Documentation Attached (Contractor must initial next to each item):

_____ Form A: Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project.

NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date the subcontractor commences work on the project.

_____ Form B: List of individuals who will perform work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current workers' compensation policy, properly classified under the workers' compensation policy, and covered by a health and welfare and retirement plan.

_____ Form C Additional Information (if required)

_____ Certificate of Good Standing
(or other evidence of compliance with laws pre-requisite to doing business in the state)

_____ Illinois Department of Revenue registration

_____ Illinois Department of Employment Security registration

_____ Standards of Apprenticeship/Apprentice Agreements

_____ Substance Abuse Prevention program (or applicable provision from CBA in effect)

_____ Written Safety Policy Statement signed by company representative

_____ OSHA cards evidencing 10-hour or greater safety program completed, if requested

_____ Workers' Compensation Coverage

_____ Professional or Trade Licenses

Eligibility to Contract

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

John Burns Construction
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

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

John Burns Construction
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

John Burns Construction
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

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

John Burns Construction
Name of Contractor (please print)

Submitted by (signature)

Title

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

The undersigned hereby certifies that:

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

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

John Burns Construction
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding

current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

John Burns Construction
Name of Contractor (please print)

Submitted by (signature)

Title

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

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

John Burns Construction
Name of Contractor (please print)

Submitted by (signature)

Title

[Signature Page to Follow]

John Burns Construction

BY: _____

_____ Date

Printed Name: _____

Title: _____

VILLAGE OF TINLEY PARK

BY: _____

_____ Date

Jacob C. Vandenberg, Village President
(required if Contract is \$20,000 or more)

ATTEST:

_____ Date

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

VILLAGE OF TINLEY PARK

BY: _____

_____ Date

Village Manager

SCOPE OF SERVICES

Attached Scope of work for LED Streetlighting Replacement – Phase 4 Project as detailed in:

- **Estimate: 15493**
 - **Project: Village of Tinley Park LED Street Lighting Replacement PH 4A**
 - **Due Date: 8/14/2020**
 - **Note: Quotation firm for 275 days**

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Date	Law	Determination	Penalty

VILLAGE OF TINLEY PARK**SERVICE CONTRACT**

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

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Two Hundred and Twenty Five Thousand, Six Hundred Ninety and 33/100 Dollars (225,690.33)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The

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

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

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

CERTIFICATIONS BY CONTRACTOR

Affidavit of Compliance

Contractor and all subcontractors shall complete this Affidavit of Compliance (“Affidavit”) and submit supporting documentation as required pursuant to *Responsible Bidder Requirements on Public Work Projects*. Contractor must submit this Affidavit and all related evidence with its bid. Contractor shall be responsible for providing this Affidavit to all subcontractors who will perform work on the project. All subcontractors’ Affidavits and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible bidder.

For the remainder of this Affidavit, “Contractor” refers to the general contractor and all subcontractors. Each item must be answered. If the question is not applicable, answer “NA.” If the answer is none, answer “none.”

The certifications set forth in this Affidavit and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned _____, as _____ and on behalf
 (Name) (Title)
 of John Burns Construction having been duly sworn under oath certifies that:
 (Contractor)

Business Organization

The form of business organization of the Contractor is (check one):

- Sole Proprietor or Partnership LLC
 Corporation Independent Contractor (Individual)

If contractor/subcontractor is a corporation, indicate the state and the date of incorporation:

Authorized to do business in the State of Illinois: Yes [] No []

Describe supporting documentation attached: _____

Federal Employer I.D. #: _____

Social Security # (if an individual or sole proprietor): _____

Registered with Illinois Department of Revenue: Yes No

Describe supporting documentation attached (if “No,” explain): _____

Registered with Illinois Department of Employment Security: Yes No

Describe supporting documentation attached (if “No,” explain): _____

Tax liens or tax delinquencies

Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor of any officers of the contractor in the last five (5) years Yes No

“No” means “not applicable.” If “yes,” describe lien/delinquencies and resolution:

EOE Compliance

Contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions). Yes No

Employee Classification

Contractor’s employees who will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances (Form B). N/A Yes No

Professional or Trade Licenses

Contractor will possess all applicable professional and trade licenses required for performing the Contract work: Yes No

License	Number	Date Issued	Current Expiration	Holder of License

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

Documentation Attached (Contractor must initial next to each item):

_____ Form A: Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project.

NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date the subcontractor commences work on the project.

_____ Form B: List of individuals who will perform work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current workers' compensation policy, properly classified under the workers' compensation policy, and covered by a health and welfare and retirement plan.

_____ Form C Additional Information (if required)

_____ Certificate of Good Standing
(or other evidence of compliance with laws pre-requisite to doing business in the state)

_____ Illinois Department of Revenue registration

_____ Illinois Department of Employment Security registration

_____ Standards of Apprenticeship/Apprentice Agreements

_____ Substance Abuse Prevention program (or applicable provision from CBA in effect)

_____ Written Safety Policy Statement signed by company representative

_____ OSHA cards evidencing 10-hour or greater safety program completed, if requested

_____ Workers' Compensation Coverage

_____ Professional or Trade Licenses

Eligibility to Contract

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

John Burns Construction
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

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

John Burns Construction
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

John Burns Construction
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

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

John Burns Construction
Name of Contractor (please print)

Submitted by (signature)

Title

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

The undersigned hereby certifies that:

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

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

John Burns Construction
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding

current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

John Burns Construction
Name of Contractor (please print)

Submitted by (signature)

Title

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

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

John Burns Construction
Name of Contractor (please print)

Submitted by (signature)

Title

[Signature Page to Follow]

John Burns Construction

BY: _____

Date

Printed Name: _____

Title: _____

VILLAGE OF TINLEY PARK

BY: _____

Date

Jacob C. Vandenberg, Village President
(required if Contract is \$20,000 or more)

ATTEST:

Date

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

VILLAGE OF TINLEY PARK

BY: _____

Date

Village Manager

SCOPE OF SERVICES

Attached Scope of work for LED Streetlighting Replacement – Phase 4 Project as detailed in:

- **Estimate: 15493**
 - **Project: Village of Tinley Park LED Street Lighting Replacement PH 4B**
 - **Due Date: 8/14/20**
 - **Note: Quotation firm for 275 days**

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Date	Law	Determination	Penalty

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Assurance Agency, Ltd		NAMED INSURED John Burns Construction Company 17601 Southwest Highway Orland Park IL 60467	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Umbrella Follows form.

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
 then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

STAFF COMMENT

BOARD COMMENT

PUBLIC COMMENT

EXECUTIVE SESSION

ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- A. 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.**

- B. THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY.**