

NOTICE OF THE SPECIAL VILLAGE BOARD MEETING

The special meeting of the Village Board is scheduled for
Tuesday, October 20, 2020 beginning at 6:30 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 telephonically 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, October 20, 2020. Please note, written comments will not be read aloud during the meeting. A copy of the Village's Temporary Public Participation Rules & Procedures is attached to this Notice.

Kristin A. Thirion
Clerk
Village of Tinley Park

**VILLAGE OF TINLEY PARK
TEMPORARY PUBLIC PARTICIPATION RULES & PROCEDURES**

As stated in Gubernatorial Executive Order 2020-07 issued on March 16, 2020 and Gubernatorial Executive Order 2020-10 issued on March 20, 2020, both extended by Gubernatorial Executive Order 2020-18 issued on April 1, 2020, all public gatherings of more than ten people are prohibited. In-person public participation is not defined as an essential activity.

The Mayor of Tinley Park is issuing the following rules for all Village Board and other public meetings in order to promote social distancing as required by the aforementioned Executive Orders and the requirements of the Open Meetings Act:

Written Comments

After publication of the agenda, email comments to clerksoffice@tinleypark.org. When providing written comments to be included as public participation at a public meeting, clearly identify the following in the subject line:

- The date of the meeting;
- The type of meeting for the written comments (e.g. Village Board meeting, Zoning Board of Appeals meeting, Plan Commission meeting, etc.);
- Name and any other identifying information the participant wishes to convey to the public body;
- The category of public participation (e.g., Receive Comments from the Public, Agenda Items, etc.);
- For specific Agenda Items, identify and include the specific agenda item number;
- The entire content of the comments will be subject to public release. The Village of Tinley Park is under no obligation to redact any information.

The contents of all comments will be provided to the relevant public body for their review. **Written comments will not be read aloud during the meeting. If you wish to publicly address the public body, you may request to participate via teleconference as described below.**

Comments must be submitted by 12:00 pm on the day of the meeting. However, it is strongly recommended that comments be emailed not less than twenty-four (24) hours prior to the meeting so the appropriate Board members, Commissioners, Board members, and Committee members have sufficient time to review the comments prior to the meeting.

Live Public Participation During Meeting

After publication of the agenda, those wishing to participate in a live telephone call option at a public meeting must register by 12:00 pm on the day of the meeting. A Village representative will call the participant at the relevant portion of the meeting and the participant will be allowed to participate telephonically at the meeting. To participate in a live telephone call during the meeting, a request shall be submitted by email to clerksoffice@tinleypark.org. The following information must be included the subject line:

- The date of the meeting;
- The type of meeting for the written comments (e.g. Village Board meeting, Zoning Board of Appeals meeting, Plan Commission meeting, etc.);

- Name and any other identifying information the participant wishes to convey to the public body;
- The category of public participation (e.g., Receive Comments from the Public, Agenda Items, etc.); and
- For specific Agenda Items, identify and include the specific agenda item number.

If the participant provides an email address, they will receive a confirmation email that their request has been logged. If the participant provides an email address and does not receive a confirmation email, they may call (708) 444-5000 during regular business hours to confirm the application was received.

Upon successful registration, the participant's name will be placed on an internal Village list. On the date and during relevant portion of the meeting, the participant will be called by a Village representative. The Village representative will call the provided telephone number and allow the phone to ring not more than four (4) times. If the call is not answered within those four (4) rings, the call will be terminated and the Village representative will call the next participant on the list.

The public comment should be presented in a manner as if the participant is in attendance at the meeting. At the start of the call, the participant should provide their name and any other information the participant wishes to convey. For comments regarding Agenda Items, identify and include the specific agenda item number. The participant should try to address all comments to the public body as a whole and not to any member thereof. Repetitive comments are discouraged. The total comment time for any single participant is three (3) minutes. Further time up to an additional three (3) minutes may be granted by motion. A participant may not give his or her allotted minutes to another participant to increase that person's allotted time.

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, October 20, 2020, beginning at 6:30 PM in the Council Chambers at the Village Hall of Tinley Park, 16250 South Oak Park Avenue, Tinley Park, Illinois.

6:30 PM CALL TO ORDER

 PLEDGE OF ALLEGIANCE

 ROLL CALL

ITEM #1

SUBJECT: CONSIDER APPROVAL OF AGENDA

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

COMMENTS: _____

ITEM #2

SUBJECT: CONSIDER APPROVAL OF MINUTES OF THE SPECIAL VILLAGE BOARD MEETING HELD ON SEPTEMBER 29, 2020.

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

COMMENTS: _____

ITEM #3

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

ACTION: Discussion: The following Tinley Park businesses will be presented:

- Frankie's Ristorante, 9501 171st Street
- Los 3 Burritos, 8005 183rd Street

No specific action is required.

COMMENTS: _____

ITEM #4

SUBJECT: CONSIDER A PROCLAMATION RECOGNIZING OCTOBER AS NATIONAL BULLYING AND CYBERBULLYING PREVENTION MONTH IN THE VILLAGE OF TINLEY PARK – **Trustee Galante**

ACTION: Discussion: With this proclamation the Village of Tinley Park will join schools and organizations in observing National Bullying Prevention Month. **Consider proclaiming the month of October as Bully and Cyberbullying Prevention Awareness Month in the Village of Tinley Park.**

COMMENTS: _____

ITEM #5

SUBJECT: CONDUCT A SWEARING IN CEREMONY FOR POLICE OFFICERS - **Trustee Brennan**

ACTION: Discussion: Village Clerk Thirion will swear in Police Officers Ahmad Allan and Kyle Heneghan. **No specific action required.**

COMMENTS: _____

ITEM #6

SUBJECT: CONDUCT A SWEARING IN CEREMONY FOR POLICE COMMANDER TIM POULOS - **Trustee Brennan**

ACTION: Discussion: Clerk Thirion will swear in Police Commander Tim Poulos. **No specific action is required.**

COMMENTS: _____

ITEM #7

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:

- A. CONSIDER REQUEST FROM PEOPLES ANIMAL WELFARE SOCIETY (P.A.W.S.), TO CONDUCT A RAFFLE THROUGH SUNDAY, DECEMBER 13, 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 REQUEST FROM VICTOR J. ANDREW ATHLETIC BOOSTER CLUB, 9001 171ST STREET, TO CONDUCT A VIRTUAL QUEEN OF HEARTS RAFFLE THROUGH OCTOBER 20, 2021, OR UNTIL A WINNER IS DRAWN, WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED \$250,000. WINNERS WILL BE VIRTUALLY DRAWN WEEKLY.

- C. CONSIDER ADOPTING RESOLUTION 2020-R-103 APPROVING A CONTRACT EXTENSION BETWEEN THE VILLAGE OF TINLEY PARK AND B & B HOLIDAY DECORATING, LLC FOR 2021 HOLIDAY DECORATION SERVICES.
- D. CONSIDER PAYMENTS OF OUTSTANDING BILLS IN THE AMOUNT OF \$3,134,923.57 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED OCTOBER 2, OCTOBER 9, AND OCTOBER 16, 2020.

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

COMMENTS: _____

ITEM #8

SUBJECT: CONSIDER WAIVING FIRST READING FOR ECONOMIC DEVELOPMENT PURPOSES AND ADOPTING ORDINANCE 2020-O-064 AMENDING ORDINANCE 91-O-083 (NORTH CREEK BUSINESS PARK PUD) TO PERMIT A “CAR WASH” ON LOT 1 OF THE NORTH CREEK GAS N WASH RESUBDIVISION AS A PERMITTED USE - **Trustee Mueller**

ACTION: Discussion: The Petitioner, Leonard McEnery, on behalf of Lenny’s Food N Fuel 183rd Street LLC, is seeking an amendment to the existing North Creek Business Park Planned Unit Development to allow a car wash as a permitted use at 18421 West Creek Drive.

The Plan Commission held a Public Hearing on October 1, 2020 and voted 4-0 to recommend approval of the amendment to Ordinance 91-O-083. **This Ordinance is eligible for first reading.**

COMMENTS: _____

ITEM #9

SUBJECT: CONSIDER WAIVING FIRST READING FOR ECONOMIC DEVELOPMENT PURPOSES AND ADOPTING ORDINANCE 2020-O-068 GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION FROM THE NORTH CREEK BUSINESS PARK PUD WITH EXCEPTIONS FROM THE ZONING ORDINANCE FOR GAS N WASH LOCATED AT 7451 183RD STREET AND 18421 WEST CREEK DRIVE - **Trustee Mueller**

ACTION: Discussion: The Petitioner, Leonard McEnery, on behalf of Lenny’s Food N Fuel 183rd Street LLC, is requesting to permit construction of a car wash and changes to the signage at the previously approved automobile service station at 7451 183rd Street and 18421 West Creek Drive.

The Plan Commission held a Public Hearing on October 1, 2020 and voted 3-1 to recommend approval of the Special Use in accordance with the plans as listed and Findings of Fact in the October 1, 2020 Staff Report. **This Ordinance is eligible for first reading.**

COMMENTS: _____

ITEM #10

SUBJECT: CONSIDER WAIVING FIRST READING FOR ECONOMIC DEVELOPMENT PURPOSES AND ADOPTING RESOLUTION 2020-R-107 APPROVING AND ACCEPTING A FINAL PLAT OF RESUBDIVISION FOR THE NORTH CREEK GAS N WASH LOCATED AT 6451 183RD STREET AND 18421 WEST CREEK DRIVE - **Trustee Mueller**

ACTION: Discussion: The Petitioner, Leonard McEnery, on behalf of Lenny’s Food N Fuel 183rd Street LLC, has requested Final Plat approval for their proposed development. The Plat will consolidate two parcels, resulting in a single 4.59-acre parcel.

The Plan Commission reviewed the Final Plat of Resubdivision on October 1, 2020 and voted 4-0 to recommend approval. **This Resolution is eligible for first reading.**

COMMENTS: _____

ITEM #11

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-108 APPROVING A FOUNDATION ONLY PERMIT (FOP) FOR VEQUITY CONSTRUCTION FOR PROPERTY AT 17100 HARLEM AVENUE - **Trustee Mueller**

ACTION: Discussion: Vequity Construction is requesting a Foundation Only Permit (FOP) for its proposed gas station project located at the southeast corner of Harlem and 171st Street. A building permit cannot be issued due to permits in review by IDOT and Cook County. In addition, there are items with its final engineering that need to be corrected. The granting of this permit will allow the developer to commence work on the foundation immediately while it is awaiting approval from the other government agencies in addition correct its final engineering plans.

This request was discussed at the Committee of the Whole Meeting held on prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #12

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-096 APPROVING THE ACCESS AND PARKING LEASE AGREEMENT BETWEEN ELEVATED ENTERPRISES, LLC. AND THE VILLAGE OF TINLEY PARK FOR PROPERTY LOCATED AT 17344 OAK PARK AVENUE - **Trustee Mueller**

ACTION: Discussion: The approval of Resolution 2020-R-096 provides for the continuation of an agreement between the owner of property located at 17344 Oak Park Avenue and the Village of Tinley Park to maintain access to the Municipal Parking Lot from 173rd Place along the west property line of the owner's property. The agreement also provides for parking spaces for the residents of the owner's property and use of a shared trash enclosure. The agreement has a term of 20 years. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #13

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-098 APPROVING A RIGHT-OF-WAY ENCROACHMENT AGREEMENT BETWEEN ELEVATED ENTERPRISES, LLC. AND THE VILLAGE OF TINLEY PARK FOR PROPERTY LOCATED AT 17344 OAK PARK AVENUE - **Trustee Mueller**

ACTION: Discussion: The approval of Resolution 2020-R-098 provides for an encroachment of 3.51' to 4.26' for a brick wall, stairs and patio area on the Oak Park Avenue right-of-way for property located at 17344 Oak Park Avenue. The agreement shall terminate upon the damage or destruction of 50% or more of the replacement value of the building or other improvements which encroach the Village's right-of-way.

This item was discussed at the Committee of the Whole meeting on September 15, 2020. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #14

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-097 APPROVING THE ACCESS AND PARKING LEASE AGREEMENT BETWEEN RUBRICS, INC. AND THE VILLAGE OF TINLEY PARK FOR PROPERTY LOCATED AT 17358 OAK PARK AVENUE - **Trustee Mueller**

ACTION: Discussion: The approval of Resolution 2020-R-097 provides for the continuation of an agreement between the owner of property located at 17358 Oak Park Avenue and the Village of Tinley Park to maintain access to the Municipal Parking Lot from Oak Park Avenue along the south property line of the owner's property. The agreement also provides public parking spaces, parking for the residents of the owner's property and a trash enclosure. The agreement has a term of 20 years.

This item was discussed at the Committee of the Whole meeting on September 15, 2020. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #15

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-099 APPROVING A RIGHT-OF-WAY ENCROACHMENT AGREEMENT BETWEEN RUBRICS, LLC., AND THE VILLAGE OF TINLEY PARK FOR PROPERTY LOCATED AT 17358 OAK PARK AVENUE - **Trustee Mueller**

ACTION: Discussion: The approval of Resolution 2020-R-099 provides for an encroachment of 3.77' for a brick wall, stairs and patio area on the Oak Park Avenue right-of-way for property located at 17358 Oak Park Avenue. The agreement shall terminate upon the damage or destruction of 50% or more of the replacement value of the building or other improvements which encroach the Village's right-of-way.

This item was discussed at the Committee of the Whole Meeting held on September 15, 2020. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #16

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-110 AUTHORIZING THE VILLAGE OF TINLEY PARK TO SEEK CLASS 8 RECERTIFICATION BY THE OFFICE OF THE COOK COUNTY ASSESSOR FOR CERTAIN PROPERTY IN THE VILLAGE OF TINLEY PARK, COOK & WILL COUNTY, ILLINOIS REFERRED TO AS DUVAN INDUSTRIAL PARK - **Trustee Mueller**

ACTION: Discussion: In March, 2008, Cook County granted Class 8 Certification for this Subject Property in Tinley Park: Recertification of designated Class 8 Subject Areas is required every five years. The Village is requesting to recertify the Duvan Industrial Park area under the terms and conditions of a Class 8 incentive.

This item was discussed at the Committee of the Whole Meeting on October 20, 2020 **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #17

SUBJECT: CONSIDER ADOPTION OF RESOLUTION 2020-R-111 SUPPORTING AND CONSENTING TO THE FILING OF A CLASS 8 APPLICATION AND FINDING THE CLASS 8 NECESSARY FOR DEVELOPMENT TO OCCUR AT 7305 DUVAN DRIVE - **Trustee Mueller**

ACTION: Discussion: The applicant, John Kaczmariski, proposes to purchase the property located at 7305 Duvan Drive and invest an additional \$92,000 for the renovation of the property. This location has been 100% vacant since December of 2018 and has fallen into disrepair.

The Economic and Commercial Commission reviewed this application at the October 12, 2020 meeting and voted 6-0 to recommend approval of the reclassification. **The is Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #18

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-105 APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE COOK COUNTY DEPARTMENT OF TRANSPORTATION FOR 94TH AVENUE IMPROVEMENTS - **Trustee Glotz**

ACTION: Discussion: This project consists of the review and approval of an Intergovernmental Agreement (IGA) between the Village of Tinley Park and the Cook County Department of Transportation for the use of County Motor Fuel Tax (MFT) funds for engineering services and pavement improvements to 94th Avenue from 183rd Street to 171st Street.

Consider approving an IGA with the Cook County Department of Transportation in an amount not to exceed \$500,000. This item was discussed at the Committee of the Whole meeting held previous to this meeting. **This resolution is eligible for adoption.**

COMMENTS: _____

ITEM #19

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-100 APPROVING A PURCHASE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND MORTON SALT, INC. FOR BULK SALT PURCHASES IN FY21 - **Trustee Glotz**

ACTION: Discussion: This purchase agreement locks in the price for bulk salt from Morton Salt, Inc. delivered to the Public Works facility at \$59.10 per ton. Funding for this purpose is available in the Road & Bridge and Commuter Parking Lot Operating & Maintenance Funds.

Consider awarding a purchase agreement to Morton Salt, Inc., Oakbrook, IL in the amount of \$59.10 per ton. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This resolution is eligible for adoption.**

COMMENTS: _____

ITEM #20

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-101 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ZENERE TRUCKING & EXCAVATING FOR SNOW AND ICE REMOVAL IN THE 255 CUL-DE-SAC LOCATIONS IN THE VILLAGE - **Trustee Glotz**

ACTION: Discussion: The Village requested bids to perform snow removal for 255 Cul-de-sacs throughout Tinley Park on September 29th, 2020. The single qualified bidder was Zenere Trucking & Excavating. This contract provides for two (2) optional, one (1) year, renewals. Zenere has worked with the Village in the past with acceptable quality of service.

Consider awarding a contract to Zenere Trucking & Excavating, Thornton, IL in the estimated cost of 10 events at \$165,750. This item was discussed at the Committee of the Whole held prior to this meeting. **This resolution is eligible for adoption.**

COMMENTS: _____

ITEM #21

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-102 APPROVING A CONTRACT EXTENSION BETWEEN THE VILLAGE OF TINLEY PARK AND BEVERLY SNOW & ICE FOR SNOW AND ICE REMOVAL IN 21 PARKING LOT LOCATIONS WITHIN THE VILLAGE - **Trustee Glotz**

ACTION: Discussion: The Village awarded a contract in 2018 to Beverly Snow & Ice Inc. to perform snow removal for 21 parking lots throughout Tinley Park. The contract provided for two (2) optional, one (1) year renewals. This is the third and final year of this contract.

Consider awarding the third and final contract extension to Beverly Snow & Ice at the estimated cost of 10 events at \$242,370. This item was discussed at the Committee of the Whole meeting held prior this meeting. **This resolution is eligible for adoption.**

COMMENTS: _____

ITEM #22

SUBJECT: CONSIDER RESOLUTION 2020-R-106 ESTABLISHING AN AFFILIATION PROGRAM BETWEEN THE VILLAGE OF TINLEY PARK AND THE HISTORIC CITY OF NOWY SACZ, POLAND - **Trustee Brady**

ACTION: Discussion: With the passage of this Resolution by the Village Board of Tinley Park, and its acceptance by the Mayor and City Council of Nowy Sacz, Poland, a formal Sister City Program will be established. The strengthening of cultural, historic, and social ties between the two (2) communities is important not only for the communities but for the great nations represented. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #23

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-104 AUTHORIZING RENEWAL OF LIABILITY INSURANCE COVERAGES FOR DECEMBER 1, 2020 TO NOVEMBER 30, 2021 WITH THE ILLINOIS COUNTIES RISK MANAGEMENT TRUST (ICRMT) - **Trustee Brady**

ACTION: Discussion: The Village's current liability insurance coverage through the Illinois Counties Risk Management Trust (ICRMT) will expire December 1, 2020. Therefore, the Village's insurance broker, Alliant Mesirov, has submitted an updated application to ICRMT for renewal pricing. The renewal premium for the 2020-2021 policy year was quoted at \$810,209, representing a 7% increase. Staff recommends renewal with ICRMT and continuing with the same deductibles for the upcoming policy year. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #24

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-109 AUTHORIZING AN EXECUTIVE SESSION RECORDING REVIEW POLICY FOR ELECTED AND APPOINTED OFFICIALS - **Trustee Brady**

ACTION: Discussion: According to Illinois State Statute 5 ILCS 120/2.06(e) elected and appointed officials may have access to verbatim recordings of a meetings closed to the public. This policy would set procedures for the Village of Tinley Park elected and appointed officials who request to review the verbatim recordings. **This Resolution would be eligible for adoption.**

COMMENTS: _____

ITEM #25

SUBJECT: CONSIDER ORDINANCE 2020-O-067 AMENDING CHAPTER 30, TITLE 28 "PARTICIPATION IN MEETINGS BY TELEPHONE OR OTHER ELECTRONIC MEANS" - **Trustee Brady**

ACTION: Discussion: This amendment states that electronic participation in Executive sessions must be specifically approved by the Village Board. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #26

SUBJECT: CONSIDER ADOPTING ORDINANCE 2020-O-066 AMENDING CERTAIN PROVISIONS OF THE LONG-TERM WATER SALE, PURCHASE AND SERVICE AGREEMENT BY AND AMONG THE VILLAGE OF OAK LAWN, COOK COUNTY, ILLINOIS, AND OTHER MUNICIPALITIES, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SAID AMENDMENT - **Trustee Glotz**

ACTION: Discussion: All of Oak Lawn's Regional Water System (RWS) north and southwest customers are being asked to approve an Amendment to the Water Agreement to update various infrastructure and financial items. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #27

SUBJECT: RECEIVE COMMENTS FROM STAFF -

COMMENTS: _____

ITEM #28

SUBJECT: RECEIVE COMMENTS FROM THE BOARD -

COMMENTS: _____

ITEM #29

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC -

COMMENTS: _____

ITEM #30

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 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 AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.
- C. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHEATHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.

ADJOURNMENT

**MINUTES OF THE SPECIAL BOARD MEETING OF THE TRUSTEES,
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,
ILLINOIS, HELD SEPTEMBER 29, 2020**

The special meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Council Chambers located in the Village Hall of Tinley Park, 16250 S. Oak Park Avenue, Tinley Park, IL on September 29, 2020. President Pro Tem Glotz called this meeting to order at 6:45 p.m.

At this time, President Pro Tem Glotz 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 Pro Tem Glotz led the Board and audience in the Pledge of Allegiance.

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

| | |
|------------------------|---|
| President Pro-Tem: | Michael W. Glotz |
| Village Clerk: | Kristin A. Thirion |
| Trustees: | Cynthia A. Berg (Participated Electronically) William P. Brady William A. Brennan Michael G. Mueller |
| Absent: | Jacob C. Vandenberg, Village President Diane M. Galante, Trustee |
| Also Present: | |
| Village Manager: | David Niemeyer |
| Asst. Village Manager: | Patrick Carr |
| Village Attorney: | Patrick Connelly |

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

Motion was made by Trustee Brennan, seconded by Trustee Mueller, to approve and place on file the minutes of the Special Village Board Meeting held on September 15, 2020 as amended. Vote on roll call. Ayes: Berg, Brady, Brennan, Glotz, Mueller. Nays: None. Absent: Vandenberg, Galante. President Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Brady, to adopt and place on file, **RESOLUTION 2020-R-093 RECOGNIZING FIRE PREVENTION WEEK IN THE VILLAGE OF TINLEY PARK FROM OCTOBER 4 THROUGH OCTOBER 10, 2020.** Fire Prevention Week is to be held in the Village of Tinley Park beginning October 4, 2020. All citizens are encouraged to do their share to provide a safe place in which to live and work by eliminating those fire hazards which cause the loss of life,

property, and resources. Fire Prevention Week is always scheduled to coincide with the anniversary of the Great Chicago Fire of 1871.

President Pro Tem Glotz asked if there were any comments from members of the Board. There were none. President Pro Tem Glotz 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, Glotz, Mueller. Nays: None. Absent: Vandenberg, Galante. President Pro Tem Glotz declared the motion carried.

At this time President Pro Tem Glotz and Clerk Thirion presented the Tinley Park Business Spotlight.

President Pro Tem Glotz presented Bailey's Bar and Grill, located at 17731 S. Oak Park Avenue. Baileys offers a full-service food menu as well as a selection of imported and domestic beers, including more than 50 craft beers on tap. They also have one of the largest outdoor patios in Downtown Tinley. Owner's Ron and Tammy Bailey presented an overview of their restaurant.

Clerk Thirion presented Anytime Fitness located at 17823 S. 80th Avenue. Anytime Fitness offers supportive staff, state-of-the-art equipment plus training and coaching services. Derek Tucker, owner of Anytime Fitness, presented an overview of his business.

At this time David Niemeyer, Village Manager, presented an update on the discussions with the State of Illinois related to the acquisition and clean up of the Tinley Park Mental Health Center (TPMHC). He noted that in June of this year a bill was passed by the Illinois General Assembly to authorize \$15 million for clean-up the TPMHC out of the Build Illinois Bond fund. Mr. Niemeyer stated he is unaware as to when these funds will be released. He also commented that the Village is attempting to meet with the State to discuss the clean-up and the purchase of the property.

Nancy O'Connor made comments on the environmental testing of the water at Oak Hall at the TPMHC property by Illinois Environmental Protection Agency. This test was done approximately a year ago. She has been in contact with State agencies to have the water removed and has not received any results. She asked if the Village could intervene. She stated concerns about the water feeding into properties across from the TPMHC property and the overall neglect of the property over the years.

Motion was made by President Pro Tem Glotz, seconded by Trustee Brennan, to consider approving the following Consent Agenda items:

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

- A. CONSIDER REQUEST FROM ST. GEORGE SCHOOL, 6700 176TH STREET, TO CONDUCT A QUEEN OF HEARTS RAFFLE THROUGH OCTOBER 6, 2021, OR UNTIL A WINNER IS DRAWN, WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED \$250,000. WINNERS WILL BE DRAWN WEEKLY AT SIP WINE BAR.
- B. CONSIDER PAYMENTS OF OUTSTANDING BILLS IN THE AMOUNT OF \$2,262,429.06 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED SEPTEMBER 18 AND SEPTEMBER 25, 2020.

President Pro Tem Glotz 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, Glotz, Mueller. Nays: None. Absent: Vandenberg, Galante. President Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to waive first reading and adopt **ORDINANCE 2020-O-061 APPROVING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION OF THE PARK PLACE PLANNED UNIT DEVELOPMENT WITH EXCEPTIONS FOR PROPERTY LOCATED AT 16300 S. HARLEM AVENUE (PETE'S FRESH MARKET)**. The granting of this request will allow a warehouse/distribution use as part of Phase 1. Phase 2 will construct a new Pete's Fresh Market Grocery Store, associated retail and renovation of the former K-Mart store. The Phase 1 approval was recommended by the Plan Commission with an exception to allow the overnight storage of five (5) delivery vehicles parked at the loading dock, conditioned upon occupancy of the grocery store by September 1, 2022, prohibition of outdoor storage, and the planting of street trees prior to Phase 1 occupancy.

The Plan Commission held a Public Hearing on September 17, 2020, and voted 8-0 to recommend approval of the Special Use and adopt the Findings of Fact.

Stephanie Dermonas of Pete's Market presented an overview of the company's plan and goals for the Tinley Park store and warehouse property.

President Pro Tem Glotz asked if there were any comments from members of the Board. He asked when the ground breaking for this project would be. Ms. Dermonas stated Pete's deadline is June of 2021 to break ground. Trustee Brennan thanked Ms. Dermonas for her comments and stated that the Village is looking forward to Pete's opening. President Pro Tem Glotz 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: Brady, Brennan, Glotz, Mueller. Nays: None. Absent: Vandenberg, Galante. During this item the phone disconnected. Trustee Berg who was participating electronically was unable to participate in the vote. President Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brady, to adopt and place on file , **ORDINANCE 2020-O-062 GRANTING A FRONT YARD VARIATION FOR A PRINCIPAL STRUCTURE ON CERTAIN PROPERTY LOCATED AT 17549 66TH AVENUE**. The Petitioners, Teva and Holly Majchrzak, are seeking a Variation to permit a residential home addition to be constructed with a front yard setback of 25 feet, instead of the required 30-foot setback. The request allows for a home addition to be constructed along the same front yard setback as the existing home.

The Zoning Board of Appeals held a Public Hearing on September 10, 2020, and voted 4-0 to recommend approval of the amended Variation request.

President Pro Tem Glotz asked if there were any comments from members of the Board. There were none. President Pro Tem Glotz 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: Brady, Brennan, Glotz, Mueller. Nays: None. Absent: Vandenberg, Galante. During this item the phone disconnected. Trustee Berg who was participating electronically was unable to participate in the vote. President Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Glotz, to adopt and place on file, **ORDINANCE 2020-O-063 APPROVING A SPECIAL USE FOR A VOCATIONAL EDUCATIONAL FACILITY (MASSAGE SCHOOL) AT 18440 THOMPSON COURT, TINLEY PARK, ILLINOIS.** The Petitioner, Marilyn Monaco, SAVI Properties, LLC, on behalf of Emmanuel Bistas, New Massage School for Massage is seeking a Special Use for a Vocational Educational Facility to be located at 18440 Thompson Ct., Suite 10, in the Hickory Creek Planned Unit Development (PUD).

The Plan Commission held a Public Hearing on September 17, 2020, and voted 8-0 to recommend approval of the Special Use and adopt the Findings of Fact.

President Pro Tem Glotz asked if there were any comments from members of the Board. There were none. President Pro Tem Glotz 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, Glotz, Mueller. Nays: None. Absent: Vandenberg, Galante. President Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brady, to adopt and place on file, **CONSIDER ADOPTING RESOLUTION 2020-R-094 APPROVING AN AMENDMENT TO AN EXISTING CONTRACT FOR PROFESSIONAL BUILDING REVIEW AND INSPECTIONS SERVICES WITH RICK DANDAN (DBA LAKESIDE CONSULTANTS).** Resolution 2020-R-094 modifies an existing professional service contract with Rick DanDan (DBA Lakeside Consultants) to perform building permit review and inspections for the Building Department. The modification will now include plumbing inspections.

This was discussed at the Committee of the Whole meeting prior to this Village Board meeting.

President Pro Tem Glotz asked if there were any comments from members of the Board. There were none. President Pro Tem Glotz 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, Glotz, Mueller. Nays: None. Absent: Vandenberg, Galante. President Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Glotz, seconded by Trustee Mueller, to adopt and place on file, **RESOLUTION 2020-R-095 APPROVING A SETTLEMENT AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND LIBERTY MUTUAL INSURANCE COMPANY REGARDING ISSUES RELATED TO THE CONSTRUCTION OF THE 80TH AVENUE TRAIN STATION.** The Village has had a dispute with the bonding company for the 80th Avenue Train Station about numerous problems that have occurred at the Station which the Village believes was related to the construction. The attached agreement between the Village and Liberty Mutual Insurance Company provides the Village with a \$175,000 settlement as a final resolution of these issues.

President Pro Tem Glotz asked if there were any comments from members of the Board. There were none. President Pro Tem Glotz 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, Glotz, Mueller. Nays: None. Absent: Vandenberg, Galante. President Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to adopt and place on file, **ORDINANCE 2020-O-060 AMENDING THE MUNICIPAL CODE OF THE VILLAGE OF TINLEY PARK BY THE ADDITION OF TITLE XI CHAPTER 129L IMPOSING A MUNICIPAL CANNABIS RETAILERS' OCCUPATION TAX.** Since the Village Board approved an ordinance amending the Tinley Park Zoning Code for the purpose of regulating adult-use cannabis business establishments (2020-O-038), and also established a business license and associated fee for an adult-use cannabis facility (2020-O-040), the final step is to pass an ordinance imposing a Municipal Cannabis Retailers' Occupation Tax (MCROT). This was previously discussed at a Committee of the Whole, and the recommendation was to impose the tax in the full amount of 3%. Following passage, the Village Treasurer will file the appropriate documentation with the Illinois Department of Revenue (IDOR), so the MCROT goes into effect on January 1, 2021.

President Pro Tem Glotz asked if there were any comments from members of the Board. There were none. President Pro Tem Glotz 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, Glotz, Mueller. Nays: None. Absent: Vandenberg, Galante. President Pro Tem Glotz declared the motion carried.

President Pro Tem Glotz asked if there were any comments from Staff. There were none.

President Pro Tem Glotz asked if there were any comments from members of the Board.

Trustee Brady stated that the month of October is Breast Cancer Awareness Month. He stated that in recognition of this the Tinley Park Police Department is selling special Breast Cancer Awareness patches. The suggested donation for the patches is \$10. The patches can be purchased at the police department.

Trustee Berg stated that she and the petitioners for Pete's Fresh Market were disconnected from the meeting during the following agenda items:

- Ordinance 2020-O-061 approving a special use for a substantial deviation of the Park Place planned unit development with exceptions for the property located at 16300 Harlem Avenue (Pete's Fresh Market); and
- Ordinance 2020-O-062 granting a front yard variation for a principal structure on certain property located at 17549 66th Avenue.

Trustee Berg also suggested that instead of cancelling the October 6, 2020 Village Board meeting the November 3, 2020 Village Board meeting should be postponed due to the Village Hall being used for an Election Day Polling Place. Village Manager Niemeyer noted that November 3, 2020, may be declared a state holiday. If so, we may need to close. After discussion it was the consensus of the Board to cancel the November 3, 2020, Village Board meeting and move it to a future date if needed.

Trustee Brennan stated concerns about Board members sharing confidential information discussed at Executive Session. He questioned if the Board could address allowing Board Members to attend Executive Sessions remotely. Village Attorney Connelly noted that the Village continues to operate meetings under Governor Pritzker's temporary rules established under the declaration of emergency. These temporary rules allow Board members to attend meetings remotely. He stated that he would research if the amended Open Meetings Act addressed executive session specifically. Trustee Brennan stated he would like this to be

reviewed.

Trustee Brady stated his concerns about Board Members violating the sanctity of executive session and noted that it affects the Village and developers negatively.

President Pro Tem Glotz stated that at the Special Village Board meeting held on September 15, 2020, he was unaware that the Village Attorney had issued an email to him regarding public comment. The email stated that the temporary meeting rules used during the Governor's Emergency Declaration allows written comments to be submitted and circulated to the Elected Officials. The temporary rules also provide an option for the public to be called during the meetings public comment item. The Illinois Attorney General's Public Access Counselor has not made a determination regarding a request for review about the reading aloud of public comments at Board meetings. The Village Attorney suggested that public comments received in writing not be read out loud at meetings, because it would be inconsistent with the position the Village has been following on this matter.

President Pro Tem Glotz noted that he has been working with Orland Township and would like to have the township present at a Village Board meeting regarding the grants and programs they offer to assist residents. He then directed the Village Manager to have staff inquire with the other Townships in the Village regarding their assistance programs. President Pro Tem Glotz would like to ask all Townships to present their programs at a Board meeting.

President Pro Tem Glotz stated his concerns about the breach of confidentiality at executive sessions. He commented on the seriousness of keeping recordings of these sessions confidential. He then asked the Village Manager when the Chicago Tribune reporter contacted the Village. Village Manager Niemeyer stated on Wednesday, September 21, 2020, at approximately 3:30 p.m. Mr. Niemeyer stated his concerns about issues that are discussed in Executive Session being discussed outside of the session. This negatively impacts the Village of Tinley Park. President Pro Tem Glotz would like the Village Manager to review the method by which executive session materials are distributed to the Village Board. He would like the Village Attorney and staff to review how the Open Meeting Act views remote participation at executive sessions and end remote participation in executive sessions at the next Board meeting.

President Pro Tem Glotz asked if anyone from the public requested to comment either in writing, telephonically. Deputy Clerk Godette stated there were no written comments or requests to comment via telephone received for this item.

Nancy O'Connor stated her concerns with the environmental clean-up and safety at the Tinley Park Mental Health Center. She feels there is a conflict of interest between the State agencies involved with this property. For the safety of citizens should would also like to see this property fenced. President Pro Tem Glotz asked if either of the Environmental Protection Agencies (EPA) have considered testing the wells of near by properties. She stated the U.S. EPA was surprised these wells had not been tested. President Pro Tem Glotz asked the Village Manager to forward the information from Ms. O'Connor to the Village's environmental attorney and to contact the State about the wells being tested at neighboring properties.

Motion was made by Trustee Brennan, seconded by Trustee Mueller, at 7:58 p.m. to adjourn to Executive Session to discuss the following:

Special Meeting of the Board of Trustees – Minutes

September 29, 2020

- 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. LITIGATION, WHEN AN ACTION AGAINST, AFFECTING OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE TRIBUNAL, OR WHEN THE PUBLIC BODY FINDS THAT AN ACTION IS PROBABLE OR IMMINENT, IN WHICH CASE THE BASIS FOR THE FINDING SHALL BE RECORDED AND ENTERED INTO THE MINUTES OF THE CLOSED MEETING.

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

Motion was made by President Pro Tem Glotz, seconded by Trustee Brady, to adjourn the regular Board meeting. Vote on roll call: Ayes: Berg, Brady, Brennan, Glotz, Mueller. Nays: None. Absent: Vandenberg, Galante. President Pro Tem Glotz declared the motion carried and adjourned the special Board meeting at 8:23 p.m.

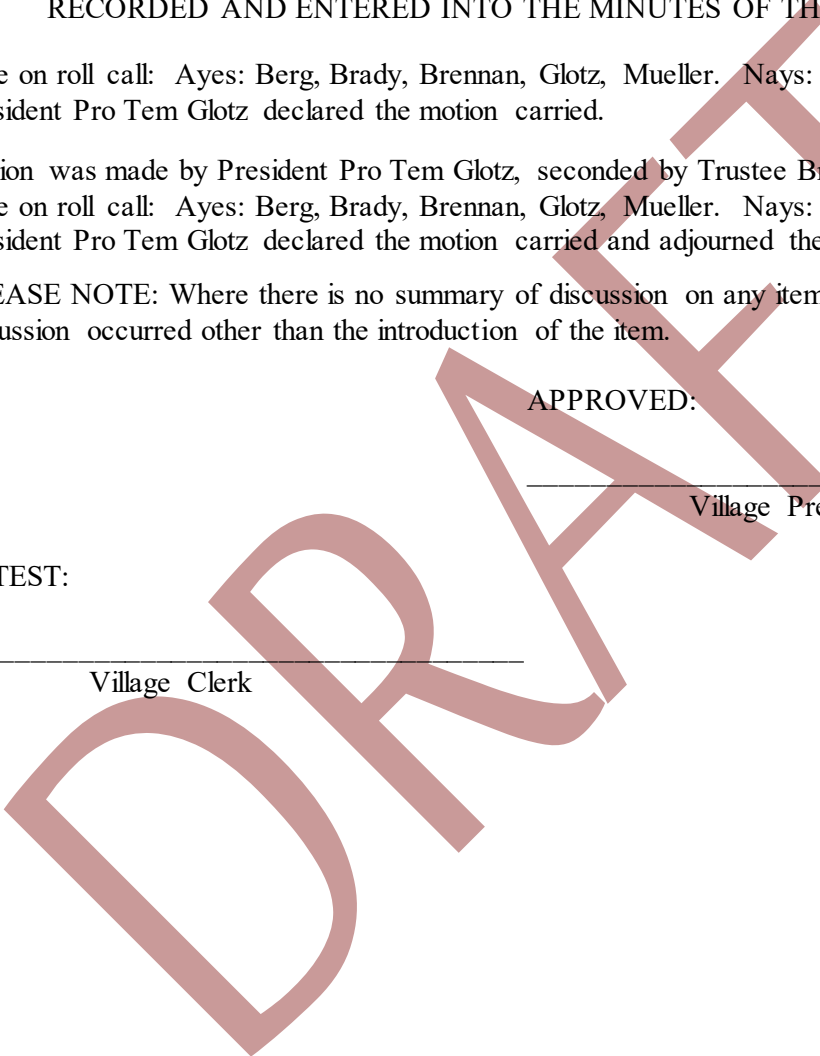
PLEASE NOTE: Where there is no summary of discussion on any items in the minutes, this reflects that no discussion occurred other than the introduction of the item.

APPROVED:

Village President

ATTEST:

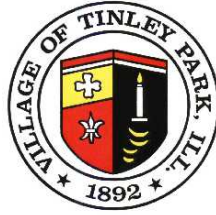
Village Clerk



TINLEY PARK
BUSINESS SPOTLIGHT

Clerk Thirion and
Trustee Glotz

TINLEY PARK



PROCLAMATION

RECOGNIZING

THE MONTH OF OCTOBER AS

“NATIONAL BULLYING AND CYBERBULLYING PREVENTION MONTH” IN THE VILLAGE OF TINLEY PARK

WHEREAS, bullying is a problem that affects millions of students of all races and classes. 1 out of 4 kids is bullied and depending on their ages up to 43% of students have been bullied while online.; and

WHEREAS, an estimated one hundred sixty thousand students in kindergarten through twelfth grade miss school every day due to a fear of being bullied; and

WHEREAS, not only kids, but people of all ages can experience bullying, including in the workplace; and

WHEREAS, bullying can take many forms, including verbal, physical, and most recently in cyberspace, and can happen in many places on and off school grounds; and

WHEREAS, every October, schools and organizations across the country join STOMP Out Bullying™ in observing National Bullying Prevention Month. The goal: encourage schools, communities and organizations to work together to stop bullying and cyberbullying and put an end to hatred and racism by increasing awareness of the prevalence and impact of all forms of bullying on all children of all ages.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, that the month of October 2020, be designated as “National Bullying and Cyberbullying Prevention Month” in the Village of Tinley Park.

APPROVED this 20th Day of October 2020.

Jacob C. Vandenberg, Village President

ATTEST:

Kristin A. Thirion, Village Clerk

**CONDUCT SWEARING IN
CEREMONY FOR POLICE OFFICERS**

Ahmad Allan

Kyle Heneghan

Clerk Thirion



Interoffice Memo

Date: October 15, 2020
To: Assistant Village Manager Carr
From: Chief Walsh
Subject: Appointment of Timothy Poulos as Commander

Due to the recent retirement of Commander Anthony Campbell, the Village conducted an internal search to identify a viable candidate for the vacant position of commander. Four qualified candidates expressed interest in the position, and each was interviewed. Based on his background and the interview process, Timothy Poulos was selected as the best candidate for this position.

Timothy Poulos has over 35 years of law enforcement experience, including five years with the Posen Police Department. During his 30 years with the Tinley Park Police Department, he has served in numerous specialized capacities, including field training officer, accident investigator, juvenile officer, digital forensics examiner, and task force officer for the U.S. Customs Service Currency and Narcotics Task Force. Most recently, he has been assigned to the Investigations Unit where he has worked on the Lane Bryant homicide investigation since 2008 and as the lead investigator since 2018. He has served as officer-in-charge both in Patrol and at the Hollywood Casino Amphitheatre. He is an active member of the Illinois and Cook County Crimes Against Children Task Forces (ICAC) and has served as a member of the South Suburban and Will/Grundy Major Crimes Task Forces. He is married to his wife, Patti, a retired registered nurse, and has two children and five grandchildren. His daughter, Cortney, is a Chicago police officer; and his son, Jordan, is a DeKalb police officer.

acg

RAFFLE LICENSE APPLICATION

**VILLAGE OF TINLEY PARK
16250 South Oak Park Avenue**

DATE: 10-11-2020

1. **NAME OF ORGANIZATION:** Peoples Animal Welfare Society - PAWS of Tinley Park

2. **ADDRESS:** 8301 W 191st Street Tinley Park IL 60487

3. **MAILING ADDRESS IF DIFFERENT FROM ABOVE:**
PO Box 542 Tinley Park IL 60477

4. **ADDRESS OF PLACE FOR RAFFLE DRAWING**
mailed to people on our mailing list, drawn at physical location

5. **CHECK TYPE OF NOT-FOR-PROFIT ORGANIZATION: (MUST BE IN EXISTENCE FOR A PERIOD OF FIVE (5) YEARS AND ATTACHED DOCUMENTARY EVIDENCE)**

RELIGIOUS *CHARITABLE* *LABOR* *FRATERNAL*
EDUCATIONAL *VETERANS* *BUSINESS*

6. **HOW LONG HAS THE ORGANIZATION BEEN IN EXISTENCE:** 40+ years

7. **PLACE AND DATE OF INCORPORATION:** Tinley Park, IL

8. **NUMBER OF MEMBERS IN GOOD STANDING:** 200+

9. **PRESIDENT/CHAIRPERSON:** Vicki Dean

ADDRESS: [REDACTED] **PHONE:** [REDACTED]

10. **RAFFLE MANAGER:** _____

ADDRESS: _____

PHONE: _____ **Email:** _____

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

NAME: _____

ADDRESS: _____ **PHONE:** _____

NAME: _____

ADDRESS: _____ **PHONE:** _____

(ATTACHED ADDITIONAL SHEET IF NECESSARY)

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

We were already approved but I would like to change the dates so that the raffle tickets will be mailed around Oct 16th and drawn on December 13th, 2020

13. LOCATION OF TICKET SALES:

they tickets will be mailed to members and others on our mailing list

14. LOCATION FOR DETERMINING WINNERS:

8301 W 191st St Tinley Park

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

Sunday, December 13th, 2020

16. TOTAL RETAIL VALUE OF ALL PRIZES:

\$1850

(MAXIMUM PRIZE AMOUNT \$250,000)

17. MAXIMUM RETAIL VALUE OF EACH PRIZE:

\$1000, 500, 250, 100

18. MAXIMUM PRICE CHARGED OF EACH TICKET(CHANCE) SOLD \$5.00 each ticket**19. § 132.38 FIDELITY BOND REQUIRED**

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

FIDELTITY BOND

WAIVER OF BOND STATEMENT BY ORGANIZATION

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

NAME OF ORGANIZATION: Peoples Animal Welfare Society

EXECUTIVE DIRECTOR: Vicki Dean

RAFFLE LICENSE APPLICATION

VILLAGE OF TINLEY PARK
16250 South Oak Park Avenue

DATE: 09/19/20

- 1. NAME OF ORGANIZATION: Victor J. Andrew Athletic Booster Club
- 2. ADDRESS: 9001 w 171st Street, Tinley Park 60487
- 3. MAILING ADDRESS IF DIFFERENT FROM ABOVE:
c/o Lesley Magnabosco
- 4. ADDRESS OF PLACE FOR RAFFLE DRAWING
Virtual
- 5. CHECK TYPE OF NOT-FOR-PROFIT ORGANIZATION: *(MUST BE IN EXISTENCE FOR A PERIOD OF FIVE (5) YEARS AND ATTACHED DOCUMENTARY EVIDENCE)*
RELIGIOUS CHARITABLE LABOR FRATERNAL
EDUCATIONAL VETERANS BUSINESS
- 6. HOW LONG HAS THE ORGANIZATION BEEN IN EXISTENCE: 20 Years
- 7. PLACE AND DATE OF INCORPORATION: Illinois September 7, 2000
- 8. NUMBER OF MEMBERS IN GOOD STANDING: 20
- 9. PRESIDENT/CHAIRPERSON: Lesley Magnabosco, President
ADDRESS: _____ PHONE: _____
- 10. RAFFLE MANAGER: Queen Of Hearts Committee Members of Booster Club
ADDRESS: Attached Sheet
PHONE: _____ Email: _____
- 11. DESIGNATED MEMBER(S) RESPONSIBLE FOR CONDUCT & OPERATION OF RAFFLE:
NAME: _____
ADDRESS: _____ PHONE: _____
NAME: _____
ADDRESS: _____ PHONE: _____

(ATTACHED ADDITIONAL SHEET IF NECESSARY)

RAFFLE INFORMATION

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

Once a week

13. LOCATION OF TICKET SALES:

Virtual

14. LOCATION FOR DETERMINING WINNERS:

Virtual

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

Weekly

16. TOTAL RETAIL VALUE OF ALL PRIZES: \$ 50/50 split not to exceed maximum
(MAXIMUM PRIZE AMOUNT \$250,000)

17. MAXIMUM RETAIL VALUE OF EACH PRIZE: \$ no weekly prize

18. MAXIMUM PRICE CHARGED OF EACH TICKET(CHANCE) SOLD \$ 5 for each ticket

19. § 132.38 FIDELITY BOND REQUIRED

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

FIDELTITY BOND **WAIVER OF BOND STATEMENT BY ORGANIZATION**

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

NAME OF ORGANIZATION: Victor J. Andrew Athletic Booster Club

EXECUTIVE DIRECTOR: Lesley Magnabosco



Interoffice

Memo

Date: September 22, 2020

To: John Urbanski, Public Works Director

From: Kelly Mulqueeny, Street Superintendent

Subject: Service Contract Award-Renewal Christmas Decorations (Year 3 of 3)

Presented for October 20th, 2020 Committee of the Whole and Board Meeting agenda for consideration and possible action:

Scope of Work:

The service contract is a renewal for the following general services during the holiday season:

- Installation, maintenance, removal, packaging and transport of holiday decorations.
- Purchase of additional holiday ornaments and decorations as needed.

The downtown area sites and decorations will include:

- Oak Park Ave. Train Station- decorations on building and platform.
- Zabrocki Plaza- 30' Christmas tree and lights, pre-lit trees.
- Oak Park Ave. & Hickory St.- Decorate one evergreen tree.
- Vogt Plaza- Pre-lit trees.
- 80th Ave. Train Station- pre-lit trees and garland on buildings.
- Street light poles- trumpet decoration installation (provided by VoTP).

Description:

Public works is recommending that we extend our current contract for an additional year to the capable contractor to who has coordinated and provide seasonal holiday decoration services for the past 2 years. The contract has the option of 2 (two) - 1 (one) year renewals. This will be the third and final year for this contract. The past year B&B Holiday decorating has proven to be a professional, reliable contractor with reasonable rates.

Budget / Finance: Funding is budgeted in the FY21 Budget.

| | |
|---------------------------|--------------------|
| Budget Available | \$35,000.00 |
| Year 3 of 3, contract | <u>\$32,830.32</u> |
| Difference (under budget) | \$2,169.68 |

Staff Direction Request:

1. Approve renewing the service contract for the FY2021 Christmas Decoration Contract with B&B Holiday Decorating of Des Plaines, IL in the amount of \$32,830.32.
2. Direct Staff as necessary.

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

RESOLUTION
NO. 2020-R-103

**A RESOLUTION APPROVING A CONTRACT FOR 2020 CHRISTMAS DECORATIONS FOR
DOWNTOWN TINLEY IN THE VILLAGE OF TINLEY PARK –
B & B HOLIDAY DECORATING, 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

RESOLUTION NO. 2020-R-103**A RESOLUTION APPROVING A SERVICE CONTRACT FOR 2020 CHRISTMAS DECORATIONS FOR DOWNTOWN TINLEY IN THE VILLAGE OF TINLEY PARK – B & B HOLIDAY DECORATING, LLC**

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 Service Contract with B & B Holiday Decorating, LLC, a true and correct copy of such Contract 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 Service 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 Service 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 Service Contract.

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

ADOPTED this 20th day of October, 2020, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 20th day of October, 2020, by the President of the Village of Tinley Park.

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-103, **“A RESOLUTION APPROVING A CONTRACT FOR 2020 CHRISTMAS DECORATIONS FOR DOWNTOWN TINLEY IN THE VILLAGE OF TINLEY PARK – B & B HOLIDAY DECORATING, LLC.”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 20, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of October, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

vchlist
10/02/2020 9:51:29AM

Voucher List
Village of Tinley Park

Page: 1

Bank code : ap_ff

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount | |
|---|-------------|-------------------|---------------------|-------------|--|---------------------|-----------------|
| 81020 | 8/10/2020 | 004646 HOME DEPOT | WM12186511 | | ROLLING 56 IN. 23-DRAWER TOOL 36-00-000-74183 | 1,089.11 | |
| | | | | | Total : | 1,089.11 | |
| 83020 | 8/30/2020 | 000114 AMAZON COM | D01-6887280-2454637 | | PRIME MEMBERSHIP FEE 36-00-000-72720 | 119.00 | |
| | | | | | Total : | 119.00 | |
| 2 Vouchers for bank code : ap_ff | | | | | | Bank total : | 1,208.11 |

vchlist
10/02/2020 9:51:29AM

Voucher List
Village of Tinley Park

Page: 2

Bank code : apbank

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u> | <u>Amount</u> |
|----------------|-------------|-----------------------------------|----------------|-------------|--|---------------------------------------|
| 189129 | 9/28/2020 | 019603 AWADALLAH, ASHRAF | Ref001396288 | | UB Refund Cst #00510820; rfnd on ar 60-00-000-20599 | 214.48 Total : 214.48 |
| 189131 | 10/2/2020 | 002628 AMERICAN WATER | 093020 | | SEP'20 SEWER TREATMENT BROO 64-00-000-73225 | 46,396.80 Total : 46,396.80 |
| 189132 | 10/2/2020 | 002628 AMERICAN WATER | 4000199510 | | FLAT MONTHLY FEE SEP'20 64-00-000-73225 | 455.67 Total : 455.67 |
| 189133 | 10/2/2020 | 015032 ANALYTICAL TECHNOLOGY, INC | 430027 | | POST 2 FLOWCELL | |
| | | | | VTP-018034 | 60-00-000-72528 | 20.00 |
| | | | | VTP-018034 | 63-00-000-72528 | 20.00 |
| | | | | VTP-018034 | 60-00-000-72528 | 35.00 |
| | | | | VTP-018034 | 63-00-000-72528 | 35.00 |
| | | | | VTP-018034 | 60-00-000-72528 | 375.00 |
| | | | | VTP-018034 | 63-00-000-72528 | 375.00 |
| | | | | | 60-00-000-72528 | 7.31 |
| | | | | | 63-00-000-72528 | 7.30 |
| | | | | | Total : | 874.61 |
| 189134 | 10/2/2020 | 018237 ARCTIC GLACIER U.S.A.INC. | 3052026903 | | ICE AT TOWER 01-19-000-72220 | 224.40 Total : 224.40 |
| 189135 | 10/2/2020 | 010953 BATTERIES PLUS - 277 | P31460010 | | BATTERIES 14-00-000-72550 | 140.00 |
| | | | P31600557 | | BATTERIES 14-00-000-72550 | 287.80 |
| | | | | | Total : | 427.80 |
| 189136 | 10/2/2020 | 018807 BAXTER & WOODMAN INC | 0216386 | | 180829.20 PHASE1-GIS UPDATE | |
| | | | | | 60-00-000-75813 | 4,383.75 |
| | | | | | 63-00-000-75813 | 4,383.75 |
| | | | | | 64-00-000-75813 | 3,757.50 |

vchlist
10/02/2020 9:51:29AM

Voucher List
Village of Tinley Park

Page: 3

Bank code : apbank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|---------------------------------------|------------------------|------|--|------------------|
| 189136 | 10/2/2020 | 018807 BAXTER & WOODMAN INC | (Continued) 0216387 | | 190816.40 LAGRANGE RD UTILITY I 62-00-000-72840 | 14,766.25 |
| | | | | | Total : | 27,291.25 |
| 189137 | 10/2/2020 | 002974 BETTENHAUSEN CONSTRUCTION SERV | 200154 | | REMOVAL OF SPOILS FROM RECYC 60-00-000-73681 | 374.85 |
| | | | | | 63-00-000-73681 | 41.65 |
| | | | | | 64-00-000-73681 | 178.50 |
| | | | | | 01-26-023-72890 | 255.00 |
| | | | 200155 | | HAULING SWEEPINGS FROM HOM 60-00-000-73681 | 198.45 |
| | | | | | 63-00-000-73681 | 22.05 |
| | | | | | 64-00-000-73681 | 94.05 |
| | | | | | 01-26-023-72890 | 135.45 |
| | | | 200156 | | HAULING STONE FROM HANSON T 60-00-000-73860 | 151.20 |
| | | | | | 63-00-000-73860 | 16.80 |
| | | | | | 64-00-000-73860 | 72.00 |
| | | | | | 70-00-000-73860 | 40.00 |
| | | | | | 01-26-023-73860 | 120.00 |
| | | | | | Total : | 1,700.00 |
| 189138 | 10/2/2020 | 002923 BLACK DIRT INC. | 062020-360 | | BLACK DIRT 01-26-023-73680 | 240.00 |
| | | | | | Total : | 240.00 |
| 189139 | 10/2/2020 | 003148 BREMEN ANIMAL HOSPITAL, LTD | 77215 | | HEARTGARD, RIMADYL, DASUQUIN 01-17-220-72240 | 210.00 |
| | | | | | Total : | 210.00 |
| 189140 | 10/2/2020 | 003504 C & M PIPE & SUPPLY CO., INC | 14570 | | TAR STRIP 01-26-023-73790 | 220.00 |
| | | | | | Total : | 220.00 |
| 189141 | 10/2/2020 | 019607 CAPONIGRO, MICHAEL | 092920 | | SOLD CAR THEY WILL NOT REPLA 06-00-000-79005 | 25.00 |

vchlist
10/02/2020 9:51:29AM

Voucher List
Village of Tinley Park

Page: 4

Bank code : apbank

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u> | <u>Amount</u> |
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| 189141 | 10/2/2020 | 019607 019607 CAPONIGRO, MICHAEL | (Continued) | | | Total : 25.00 |
| 189142 | 10/2/2020 | 019611 CARACOZZA, DENNIS & NICHOLAS | Ref001396547 | | UB Refund Cst #00500512 60-00-000-20599 | 64.27 Total : 64.27 |
| 189143 | 10/2/2020 | 003396 CASE LOTS INC | 7015 8932 | | MASKS 01-26-025-73870 TOILET PAPER AND PAPER TOWEL 01-26-025-73580 | 155.60 107.70 Total : 263.30 |
| 189144 | 10/2/2020 | 003406 CDS OFFICE TECHNOLOGIES | INV1332835 | VTP-018047 | ARBITRATOR BAT2400 01-17-220-72530 | 810.00 Total : 810.00 |
| 189145 | 10/2/2020 | 003243 CDW GOVERNMENT INC | 1620560 | | PLANTRONICS ADAPTER 01-21-210-72550 | 361.02 Total : 361.02 |
| 189146 | 10/2/2020 | 015199 CHICAGO PARTS & SOUNDS LLC | 1-0163082 | VTP-018056 | BRAKE PARTS FOR SUV'S 01-17-205-72540 | 854.12 Total : 854.12 |
| 189147 | 10/2/2020 | 003137 CHRISTOPHER B.BURKE ENGINEERNG | 160172 160173 160174 160175 160176 160515 | | 01.R160373.0003C LIGHTING PHAS 30-00-000-75500 01.R160373.00002 INTERIM VILLAG 64-00-000-72840 01.R160373.00018 METRA WARMIN 27-00-000-75302 01.R160373.C0020 POST 7 FORCE I 61-00-000-75305 01.R160373.00022 DRY UTILITY REI 27-00-000-72840 01.R160373.00022 DRY UTILITY REI 27-00-000-72840 | 5,571.00 207.00 150.45 3,449.00 10,992.00 9,127.75 Total : 29,497.20 |

vchlist
10/02/2020 9:51:29AM

Voucher List
Village of Tinley Park

Page: 5

Bank code : apbank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|--------|-----------------------------|------|--|---------------|
| 189148 | 10/2/2020 | 012057 | COMCAST CABLE | | ACCT#8771401810265348 FD#1 9/2 01-19-000-72517 | 87.48 |
| | | | | | ACCT#8771401810316240 7850 183 01-17-205-72517 | 54.25 |
| | | | | | ACCT#8771401810784702 FD#2 9/2 01-19-000-72517 | 81.17 |
| | | | | | Total : | 222.90 |
| 189149 | 10/2/2020 | 013878 | COMED - COMMONWEALTH EDISON | | ACCT#0021100130 RT/23 17529 66T 01-26-025-72510 | 39.31 |
| | | | | | ACCT#0052035006 6720 SOUTH ST 01-26-023-72510 | 1,175.81 |
| | | | | | ACCT#0363058226 TFLT 9340 W 17 01-26-024-72510 | 59.61 |
| | | | | | ACCT#0369095018 6761 NORTH ST 01-26-024-72510 | 25.95 |
| | | | | | ACCT#0510919106 6750 SOUTH ST 12-00-000-72510 | 5.57 |
| | | | | | ACCT#0522112018 RT/25 PARKING 01-26-024-72510 | 32.33 |
| | | | | | ACCT#1222218001 1E OPA S NORT 70-00-000-72510 | 197.69 |
| | | | | | ACCT#1224165129 7053 W.183RD S 01-26-024-72510 | 98.66 |
| | | | | | ACCT#2587063010 17311 OPA 8/19- 12-00-000-72510 | 19.37 |
| | | | | | ACCT#2761036017 8317 AMBERLY 01-26-024-72510 | 41.92 |
| | | | | | ACCT#3784064010 16301 CENTRAL 60-00-000-72510 | 25.05 |
| | | | | | 63-00-000-72510 | 25.05 |
| | | | | | ACCT#4329016037 17238 OPA 8/19- 12-00-000-72510 | 25.20 |
| | | | | | ACCT#7063131025 7813 174TH ST 64-00-000-72510 | 40.10 |
| | | | | | ACCT#7090006006 PARKING LOT 1 12-00-000-72510 | 19.37 |

vchlist
10/02/2020 9:51:29AM

Voucher List
Village of Tinley Park

Page: 6

Bank code : apbank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|--------------------------------------|---------------------------|------|---|-----------------|
| 189149 | 10/2/2020 | 013878 COMED - COMMONWEALTH EDISON | (Continued) 7398024011 | | ACCT#7398024011 7000 W 183RD S 01-26-024-72510 | 62.99 |
| | | | | | Total : | 1,893.98 |
| 189150 | 10/2/2020 | 018311 CONNECTION | 70401490 | | 10DISPLAY PORT ADPT AND AUDIC 01-17-225-72565 | 22.32 |
| | | | 70403583 | | MULTIPRO PRNT CABLE DRAWER 60-00-000-74128 | 11.63 |
| | | | 70423953 | | SWITCH 8PORT GIG WEBSMART 30-00-000-74604 | 153.54 |
| | | | | | Total : | 187.49 |
| 189151 | 10/2/2020 | 012522 CONNEY SAFETY PRODUCTS, LLC | 05907586 | | MEDIPROXEN AND LORADAMED T/ 01-21-210-73110 | 83.86 |
| | | | | | Total : | 83.86 |
| 189152 | 10/2/2020 | 012410 CONSERV FS, INC. | 66039006 | | LEGEND LANDSCAPER MIX 01-26-023-73680 | 90.00 |
| | | | 66039025 | | CONSERV BOW RAKE 01-26-023-73680 | 46.58 |
| | | | | | Total : | 136.58 |
| 189153 | 10/2/2020 | 003248 COOK COUNTY RECORDER OF DEEDS | 2268312020 | | RECORDED DEEDS 01-14-000-72355 | 580.00 |
| | | | | | Total : | 580.00 |
| 189154 | 10/2/2020 | 018234 CORE & MAIN LP | N001243 | | BLADE AND BRS BUSHNG 60-00-000-73630 | 231.21 |
| | | | | | 63-00-000-73630 | 25.69 |
| | | | | | 64-00-000-73630 | 110.10 |
| | | | N044167 | | CREDIT FOR INV N001243 BLADE 60-00-000-73630 | -173.25 |
| | | | | | 63-00-000-73630 | -19.25 |
| | | | | | 64-00-000-73630 | -82.50 |
| | | | | | Total : | 92.00 |

vchlist
10/02/2020 9:51:29AM

Voucher List
Village of Tinley Park

Page: 7

Bank code : apbank

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u> | <u>Amount</u> |
|----------------|-------------|--------------------------------------|------------------------|-------------|---|--|
| 189155 | 10/2/2020 | 015820 CREATIVE BRICK & CONCRETE | 715710 | | VETERANS BRICK REPLACEMENT 33-00-000-75610 | 22.33 Total : 22.33 |
| 189156 | 10/2/2020 | 003635 CROSSMARK PRINTING, INC | 80177 | | FOOD ESTABLISHMENT INSPECTIC 01-33-300-72310 | 128.84 Total : 128.84 |
| 189157 | 10/2/2020 | 019276 DAVEY RESOURCE GROUP INC | 103074 | VTP-017817 | APPLE LANE POND RESTORATION 30-00-000-73681 | 1,240.00 Total : 1,240.00 |
| 189158 | 10/2/2020 | 003834 DRIVERS LICENSE GUIDE COMPANY | 201065 | | SUBSCRIPTION RENEWAL THRU 1: 01-17-225-73590 | 82.50 Total : 82.50 |
| 189159 | 10/2/2020 | 003770 DUSTCATCHERS INC | 7497 75140 76231 | | MATS-PD 01-26-025-72790 MATS - PD 01-26-025-72790 MATS-PW GARAGE 01-26-025-72790 | 85.41 85.41 99.08 Total : 269.90 |
| 189160 | 10/2/2020 | 004107 EAGLE ENGRAVING | 2020-3906 | | FIREGROUND ID TAG 01-19-000-73845 | 49.80 Total : 49.80 |
| 189161 | 10/2/2020 | 014047 FAMILY HYUNDAI | 092420 | | 4TH YEAR INCENTIVE 01-97-000-79126 | 11,682.87 Total : 11,682.87 |
| 189162 | 10/2/2020 | 018255 FCA REALTY LLC | 092420 | | 4TH INCENTIVE 01-97-000-79143 | 308,944.00 Total : 308,944.00 |
| 189163 | 10/2/2020 | 012484 FERGUSON FACILITIES #3400 | 0103276 | | DISINFECTION WIPES 01-19-000-73580 | 131.36 |

vchlist
10/02/2020 9:51:29AM

Voucher List
Village of Tinley Park

Page: 8

Bank code : apbank

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u> | <u>Amount</u> |
|----------------|-------------|---------------|----------------------------------|--|--|---|
| 189163 | 10/2/2020 | 012484 | 012484 FERGUSON FACILITIES #3400 | (Continued) | | Total : 131.36 |
| 189164 | 10/2/2020 | 015702 | FIRST AMERICAN TITLE INSURANCE | 092420 | 17TH SEMI ANNUAL INCENTIVE 01-97-000-79133 | 74,316.86 Total : 74,316.86 |
| 189165 | 10/2/2020 | 012941 | FMP | 52-467437 | CV AXLE SHAFT 01-26-024-72540 | 108.78 Total : 108.78 |
| 189166 | 10/2/2020 | 011611 | FOX VALLEY FIRE & SAFETY CO. | IN00383575 IN00383577 | RADIO MAINTENANCE, TRANSFOR 14-00-000-72550 RADIO MAINTENANCE AND 9TH ED 14-00-000-72550 | 342.00 937.50 Total : 1,279.50 |
| 189167 | 10/2/2020 | 018757 | GAME TIME REPAIR | 3224 | MICROSOFT SURFACE PRO 6 LCD 01-16-000-72565 | 225.00 Total : 225.00 |
| 189168 | 10/2/2020 | 019349 | GARVEY'S OFFICE PRODUCTS | PINV1977741 PINV1979832 | HIGHLIGHTERS 01-19-000-73110 OFFICE SUPPLIES 01-19-000-73110 | 17.70 61.28 Total : 78.98 |
| 189169 | 10/2/2020 | 019609 | GIS PLANNING INC | 2120720238 | ZOOM PROSPECTOR ENTERPRISE 84-00-000-20432 | 3,450.00 Total : 3,450.00 |
| 189170 | 10/2/2020 | 004438 | GRAINGER | 9653557539 9653601105 9655370451 | MARKER PAINT AND LUBRICANT 60-00-000-73620 63-00-000-73620 64-00-000-73620 01-26-025-73870 RECEPTACLE CADDY 01-26-025-73580 RUBBERBANDS | 93.39 93.39 80.06 94.00 45.00 |

vchlist
10/02/2020 9:51:29AM

Voucher List
Village of Tinley Park

Page: 9

Bank code : apbank

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u> | <u>Amount</u> |
|----------------|-------------|------------------------------------|----------------|-------------|-------------------------------|-----------------|
| 189170 | 10/2/2020 | 004438 GRAINGER | (Continued) | | | |
| | | | | | 01-26-025-73580 | 24.25 |
| | | | | | 9655934629 HEX KEY SET | |
| | | | | | 01-26-023-73840 | 46.74 |
| | | | | | 9656545754 SPRAYER | |
| | | | | | 01-26-025-73580 | 356.10 |
| | | | | | 9657154051 RETURNED VALVES | |
| | | | | | 60-00-000-73630 | -219.62 |
| | | | | | 63-00-000-73630 | -24.40 |
| | | | | | 64-00-000-73630 | -104.58 |
| | | | | | 9659744578 USB CABLE | |
| | | | | | 60-00-000-72528 | 2.10 |
| | | | | | 63-00-000-72528 | 2.10 |
| | | | | | Total : | 488.53 |
| 189171 | 10/2/2020 | 012281 HINCKLEY SPRINGS | 5977593090520 | | WATER | |
| | | | | | 01-21-210-73110 | 129.17 |
| | | | | | Total : | 129.17 |
| 189172 | 10/2/2020 | 019612 HOLIDAY INN | Ref001396565 | | Refund receipt #: 1570 | |
| | | | | | 01-00-000-20100 | 135.00 |
| | | | | | Total : | 135.00 |
| 189173 | 10/2/2020 | 012328 HOMER INDUSTRIES | S152581 | | DROP CHARGE-LOGS,BRUSH,CHIF | |
| | | | | | 01-26-023-72890 | 150.00 |
| | | | | | Total : | 150.00 |
| 189174 | 10/2/2020 | 001487 HOMEWOOD DISPOSAL SERVICE | 7135415 | | SWEEPING | |
| | | | | | 01-26-023-72890 | 3,174.00 |
| | | | | | Total : | 3,174.00 |
| 189175 | 10/2/2020 | 015497 ILLINOIS SECRETARY OF STATE | 091020 | | LICENSE PLATESFOR 2014 TAURU: | |
| | | | | | 01-17-205-72860 | 302.00 |
| | | | | | Total : | 302.00 |
| 189176 | 10/2/2020 | 005186 INTERSTATE BATTERY SYSTEM | 33643165 | | BATTERY | |
| | | | | | 01-26-023-72540 | 359.85 |

vchlist
10/02/2020 9:51:29AM

Voucher List
Village of Tinley Park

Page: 10

Bank code : apbank

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u> | <u>Amount</u> |
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| 189176 | 10/2/2020 | 005186 | 005186 INTERSTATE BATTERY SYSTEM | (Continued) | | Total : 359.85 |
| 189177 | 10/2/2020 | 005251 | J AND R SALES AND SERVICE INC. | 0335921 | 2 EXTENDING POLE SAWS | |
| | | | | VTP-017981 | 01-26-023-73410 | 535.96 |
| | | | | | 0335921. | GUIDE BAR AND CHAIN PICCO MIC |
| | | | | | 01-26-023-73870 | 42.32 |
| | | | | | 0336809 | CHAIN RAPID SUPER,CHAIN PICCC |
| | | | | | 01-26-023-73870 | 167.60 |
| | | | | | | Total : 745.88 |
| 189178 | 10/2/2020 | 018935 | JX ENTERPRISES INC | 22119689P | BLADE WIPER | |
| | | | | | 01-26-023-72530 | 141.90 |
| | | | | | | Total : 141.90 |
| 189179 | 10/2/2020 | 014190 | LEHIGH HANSON | 5845416 | STONE | |
| | | | | | 70-00-000-73860 | 86.23 |
| | | | | | 01-26-023-73860 | 258.69 |
| | | | | | 60-00-000-73860 | 325.95 |
| | | | | | 63-00-000-73860 | 36.22 |
| | | | | | 64-00-000-73860 | 155.21 |
| | | | | | | Total : 862.30 |
| 189180 | 10/2/2020 | 014402 | LEXISNEXIS RISK DATA MNGMNT | 1038013-20200831 | AUG'20 1038013 8/1/20-8/31/20 | |
| | | | | | 01-17-225-72852 | 230.85 |
| | | | | | | Total : 230.85 |
| 189181 | 10/2/2020 | 019023 | M & F SERVICES ONE INC | 2234 | RPZ ON BUILDING DEPARTMENT B | |
| | | | | | 01-26-025-72530 | 95.20 |
| | | | | | | Total : 95.20 |
| 189182 | 10/2/2020 | 003440 | M. COOPER WINSUPPLY CO. | 010292 01 | BLUE MAGIC THRD,BALL VALVE,PX | |
| | | | | | 60-00-000-73630 | 67.89 |
| | | | | | 63-00-000-73630 | 7.54 |
| | | | | | 64-00-000-73630 | 32.33 |
| | | | | 010707 01 | TUBE AND WHEEL CUTTER | |
| | | | | | 60-00-000-73410 | 151.82 |
| | | | | | 63-00-000-73410 | 16.87 |
| | | | | | 64-00-000-73410 | 72.29 |

vchlist
10/02/2020 9:51:29AM

Voucher List
Village of Tinley Park

Page: 11

Bank code : apbank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|--------|--------------------------------|-------------|--|-----------------------|
| 189182 | 10/2/2020 | 003440 | 003440 M. COOPER WINSUPPLY CO. | (Continued) | | Total : 348.74 |
| 189183 | 10/2/2020 | 012631 | MASTER AUTO SUPPLY, LTD. | 15030-93234 | OIL FILTER AND WHEEL NUT 01-17-205-72540 | 72.63 |
| | | | | | Total : | 72.63 |
| 189184 | 10/2/2020 | 006074 | MENARDS | 92907 | PRO MARKING PAINT PINK & BOLT: 60-00-000-73410 | 17.17 |
| | | | | | 63-00-000-73410 | 1.91 |
| | | | | | 64-00-000-73410 | 8.18 |
| | | | | 92931 | FABRIC & MULCH 01-26-025-73680 | 46.88 |
| | | | | 92932 | AUTO LEVEL LASER & 3M QL RES (C 01-26-025-73410 | 79.43 |
| | | | | 92999 | KOM CONTS MAG 01-26-023-73870 | 19.99 |
| | | | | 93054 | BACKPACK SPRAYER 01-26-025-73580 | 319.98 |
| | | | | 93254 | MASK,REPLACEMENT CARTRIDGE 01-26-025-72779 | 59.40 |
| | | | | 93284 | REPAIR SUPPLIES FOR BATHROOM 60-00-000-72520 | 136.44 |
| | | | | | 63-00-000-72520 | 136.43 |
| | | | | 93310 | ENDCUT BLD SET TITANIUM & BLAI 01-26-025-73410 | 39.98 |
| | | | | 93336 | COUPLERS & LANDSCAPE BLOCK 01-26-023-73870 | 22.68 |
| | | | | 93367 | PAPER TOWEL,TIDE 01-26-025-73580 | 96.74 |
| | | | | 93371 | GROMMET,DRILL BIT,SAW,HOOKS 01-26-025-73410 | 26.14 |
| | | | | 93382 | SG SEAM REPAIR 01-26-025-72520 | 2.29 |
| | | | | 93390 | FOUNDATIONS 2H 4" LAV CH 60-00-000-72520 | -19.50 |
| | | | | | 63-00-000-72520 | -19.50 |
| | | | | 93391 | STEEL WOOL AND ACRYL NO POP | |

vchlist
10/02/2020 9:51:29AM

Voucher List
Village of Tinley Park

Page: 12

Bank code : apbank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|-------------------------------------|--------------|------------|------------------------------------|-----------------|
| 189184 | 10/2/2020 | 006074 MENARDS | (Continued) | | 60-00-000-72520 | 10.35 |
| | | | | | 63-00-000-72520 | 10.35 |
| | | | 93434 | | LOC INSTANT MIX,DRILL BIT, DRIVE | |
| | | | | | 01-26-025-72520 | 24.74 |
| | | | 93442 | | CONCRETE MIX AND REBAR | |
| | | | | | 01-26-023-73770 | 47.06 |
| | | | 93511 | | EPOXY AND INSTANT MIX | |
| | | | | | 01-26-025-73410 | 10.15 |
| | | | | | Total : | 1,077.29 |
| 189185 | 10/2/2020 | 014369 MIDWEST OFFICE INTERIORS | 261798 | | SAFETY CENTER STACK-ONS | |
| | | | | VTP-017963 | 01-26-025-74110 | 2,716.63 |
| | | | | | Total : | 2,716.63 |
| 189186 | 10/2/2020 | 015761 MOKENA FIRE PROTECTION DIST. | 203 | | PREVENTIVE MAINTENANCE LABO | |
| | | | | | 01-19-000-72540 | 743.95 |
| | | | | | Total : | 743.95 |
| 189187 | 10/2/2020 | 005856 MONROE TRUCK EQUIPMENT,INC. | R78286 | | REPLACE HYDRAULIC PUMP ASSE | |
| | | | | VTP-018059 | 01-26-023-72540 | 4,687.79 |
| | | | | | Total : | 4,687.79 |
| 189188 | 10/2/2020 | 019610 MORGAN & SHERIN HANNA, NABIL | Ref001396545 | | UB Refund Cst #00510259 rfnd overp | |
| | | | | | 60-00-000-20599 | 449.21 |
| | | | | | Total : | 449.21 |
| 189189 | 10/2/2020 | 017651 MSC INDUSTRIAL SUPPLY CO. | 40669252001 | | FLAT WASHER AND CAPSCREWS | |
| | | | | | 60-00-000-73840 | 146.65 |
| | | | | | 63-00-000-73840 | 48.88 |
| | | | | | 64-00-000-73840 | 83.80 |
| | | | 4119652001 | | STREET SIGNS | |
| | | | | | 01-26-023-73830 | 198.66 |
| | | | 4125608001 | | SUPPLIES FOR STREET | |
| | | | | | 01-26-023-72540 | 263.77 |
| | | | | | Total : | 741.76 |

vchlist
10/02/2020 9:51:29AM

Voucher List
Village of Tinley Park

Page: 13

Bank code : apbank

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u> | <u>Amount</u> |
|----------------|-------------|---------------------------------------|----------------|-------------|---|------------------|
| 189190 | 10/2/2020 | 016827 MUNICIPAL ELECTRONICS DIV, LLC | 067282 | | RADARS 01-17-220-72530 | 990.00 |
| Total : | | | | | | 990.00 |
| 189191 | 10/2/2020 | 010810 MUNICIPAL SERV. CONSULTING INC | TPCS-08-20 | | REPAIR/UPDATE RADIO AND NETW 11-00-000-74150 | 12,232.50 |
| Total : | | | | | | 12,232.50 |
| 189192 | 10/2/2020 | 016503 NFPA | 7806032X | | NFPA SUBSCRIPTION RENWAL D.R 01-19-020-72720 | 175.00 |
| | | | 7810129Y | | FPW CAMPAIGN POSTER,NEWSLE 01-19-020-73605 | 86.90 |
| Total : | | | | | | 261.90 |
| 189193 | 10/2/2020 | 006221 NORTHERN SAFETY CO. INC. | 904137751 | | GOATSKIN DRIVERS GLOVE AND S 60-00-000-73845 | 66.74 |
| | | | | | 63-00-000-73845 | 7.42 |
| | | | | | 64-00-000-73845 | 31.78 |
| | | | | | 01-26-023-73845 | 105.94 |
| | | | | | 01-26-024-73845 | 52.96 |
| Total : | | | | | | 264.84 |
| 189194 | 10/2/2020 | 010135 ONSITE COMMUNICATIONS USA, INC | 50549 | VTP-018007 | MOTOROLA #PMMN4021 COMLETE 01-17-205-72550 | 3,122.00 |
| Total : | | | | | | 3,122.00 |
| 189195 | 10/2/2020 | 012790 P.T. FERRO CONSTRUCTION COMPAN | 46610 | | 18-R0455.03 TIF 183RD ST MULTI U 30-00-000-75200 | 40,440.00 |
| | | | 46610. | | 18-R0455.03 TIF 183RD ST & OPA M 30-00-000-75200 | 50,326.50 |
| Total : | | | | | | 90,766.50 |
| 189196 | 10/2/2020 | 006475 PARK ACE HARDWARE | 036709/2 | | ACCT#9404 EXCHANGE LP ANK BR 01-19-000-73540 | 19.99 |
| | | | 064263 | | ACCT#009404 BLEACH, SOAP, WA1 01-19-000-72220 | 283.77 |
| | | | | | 01-19-000-73410 | 97.94 |

vchlist
10/02/2020 9:51:29AM

Voucher List
Village of Tinley Park

Page: 14

Bank code : apbank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|----------------------------------|-------------|------------|--|------------------|
| 189196 | 10/2/2020 | 006475 PARK ACE HARDWARE | (Continued) | | | |
| | | | 064326/1 | | 01-19-000-73580 ACCT#9404 EXCHANGE LP TANK B | 1,204.47 |
| | | | 064327/1 | | 01-19-000-73540 SPRYPNT, SAW, BRACE, ALM CLO' | 39.98 |
| | | | | | 60-00-000-72520 | 21.18 |
| | | | | | 63-00-000-72520 | 21.17 |
| | | | 064328/1 | | SAW BLADE & CHISEL | |
| | | | | | 01-26-023-73870 | 25.58 |
| | | | 064333/1 | | FILR&SELR SLC GRY | |
| | | | | | 01-26-023-73870 | 5.27 |
| | | | 064341/1 | | HAMMER, LUBE, STOP NUTS | |
| | | | | | 01-26-023-73840 | 27.57 |
| | | | 064345/1 | | THREAD SEAL TAPE & INFLATOR G | |
| | | | | | 01-26-025-72520 | 19.81 |
| | | | 064358/1 | | ACCT#9404 PICTURE HANGER,TAF | |
| | | | | | 01-19-000-72524 | 16.74 |
| | | | 64309/1 | | ACCT#9404 COFFEE AND TRUCK V | |
| | | | | | 01-19-000-72220 | 360.85 |
| | | | | | 01-19-000-73580 | 52.99 |
| | | | | | Total : | 2,197.31 |
| 189197 | 10/2/2020 | 017268 PETERSON JOHNSON & MURRAY | 132272 | | 4130.003 FOIA SERVICES THRU 8/3 | |
| | | | | | 01-14-000-72850 | 2,905.50 |
| | | | 132273 | | 4130.0022 SERVICES FOR NEW BR | |
| | | | | | 27-00-000-72850 | 1,092.00 |
| | | | 132274 | | 4130.0031 SERVICES FOR TP EMIN | |
| | | | | | 27-00-000-72850 | 2,562.98 |
| | | | 132276 | | MATTER#4130.0037 SVC FOR BRIX | |
| | | | | | 01-14-000-72850 | 7,156.50 |
| | | | 132277 | | MATTER#4130.0038 TINLEY OPEN I | |
| | | | | | 01-14-000-72850 | 624.00 |
| | | | | | Total : | 14,340.98 |
| 189198 | 10/2/2020 | 015491 PIZZO & ASSOCIATES, LTD. | 23772 | VTP-017818 | FAIRFILED GLEN POND RESTORAT | |
| | | | | | 30-00-000-73681 | 2,075.15 |

vchlist
10/02/2020 9:51:29AM

Voucher List
Village of Tinley Park

Page: 15

Bank code : apbank

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u> | <u>Amount</u> |
|----------------|-------------|---------------|---------------------------------|-------------|----------------------------|---|
| 189198 | 10/2/2020 | 015491 | 015491 PIZZO & ASSOCIATES, LTD. | | (Continued) | Total : 2,075.15 |
| 189199 | 10/2/2020 | 019606 | POMPER, MARCIE | | 093020 | RETURNING PARKING PLACARDS I 70-00-000-79000 Total : 285.00 285.00 |
| 189200 | 10/2/2020 | 006780 | POMP'S TIRE SERVICE, INC | | 310170836 | TIRES 01-26-023-72540 410804296 (4) P245/60 HR18 TIRES UNIT 5S VTP-018058 01-17-205-73560 Total : 297.00 457.84 754.84 |
| 189201 | 10/2/2020 | 006507 | POSTMASTER, U. S. POST OFFICE | | 092920 | FIRST CLASS STAMPS FOR FIRE P 01-19-020-72110 Total : 110.00 110.00 |
| 189202 | 10/2/2020 | 006507 | POSTMASTER, U. S. POST OFFICE | | 092920. | FIRST CLASS STAMPS FOR FIRE S 01-19-000-72110 Total : 55.00 55.00 |
| 189203 | 10/2/2020 | 019583 | PRECISE MRM LLC | | 200-1027412 | GROUND/ AIR TEMP SENSOR FOR VTP-018038 30-00-000-75421 Total : 8,908.00 8,908.00 |
| 189204 | 10/2/2020 | 006874 | ROBINSON ENGINEERING CO. LTD. | | 19050107 | 18-R0455.034 TIF CONSTR PROJ 18 30-00-000-75200 20090324 11-320 BLVD AT CENTRAL STATION 27-00-000-72840 20090325 15-530 TP BROOKSIDE MEADOWS, 01-14-000-72840 20090326 18-R0455.034 TIF -183RD ST. MULT 30-00-000-75200 20090326. 18-R0455.034 TIF PROJECT 183RD 30-00-000-75200 20090327 20-R0005.014 TP FY'20 PMP RESUF 06-00-000-72840 20090373 20-R0499 COMMUNITY RATING SYS 65-00-000-72840 8,492.90 1,494.00 94.00 6,271.00 444.50 44,546.50 7,908.00 |

vchlist
10/02/2020 9:51:29AM

Voucher List
Village of Tinley Park

Page: 16

Bank code : apbank

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u> | <u>Amount</u> |
|----------------|-------------|---------------------------------------|-------------------------|-------------|---|---|
| 189204 | 10/2/2020 | 006874 ROBINSON ENGINEERING CO. LTD. | (Continued) 20090390 | | 20-R0671 TP PLAT OF ANNEXATION 01-33-310-72840 | 1,000.00 |
| Total : | | | | | | 70,250.90 |
| 189205 | 10/2/2020 | 006874 ROBINSON ENGINEERING CO. LTD. | 20090176 | | 16-R0402 175TH ST/RIDGELAND AV 33-00-000-75806 | 10,649.21 |
| Total : | | | | | | 10,649.21 |
| 189206 | 10/2/2020 | 013234 ROMEOVILLE FIRE ACADEMY | 2020-255 | VTP-017936 | ROPE OPERATION COURSE 01-19-000-72145 | 900.00 |
| Total : | | | | | | 900.00 |
| 189207 | 10/2/2020 | 007091 SAFETY KLEEN SYSTEMS, INC. | 84044320 | | WASHER SOLVENT 60-00-000-72750 63-00-000-72750 64-00-000-72750 01-26-023-72750 01-26-024-72750 01-17-205-72750 01-33-300-72540 | 22.66 22.65 19.42 64.73 64.73 97.10 32.36 |
| Total : | | | | | | 323.65 |
| 189208 | 10/2/2020 | 018104 SBA STEEL,LLC | IN14054716 | | TOWER SITE RENT #IL46494-A-03 () 60-00-000-72631 63-00-000-72631 64-00-000-72631 01-17-205-72631 01-19-000-72631 | 191.44 191.44 191.44 382.90 319.07 |
| Total : | | | | | | 1,276.29 |
| 189209 | 10/2/2020 | 019605 SCHMECKPEPER, JANET | 092320 | | REIMBURSEMENT FOR EMBROIDE 01-17-205-73610 | 88.00 |
| Total : | | | | | | 88.00 |
| 189210 | 10/2/2020 | 019209 SEWER ASSESSMENT SERVICES, LLC | 092120 | VTP-017735 | SMOKE TESTING 61-00-000-75305 | 34,133.74 |

vchlist
10/02/2020 9:51:29AM

Voucher List
Village of Tinley Park

Page: 17

Bank code : apbank

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u> | <u>Amount</u> |
|----------------|-------------|---------------|---|----------------|---|---------------------------|
| 189210 | 10/2/2020 | 019209 | 019209 SEWER ASSESSMENT SERVICES, L (Continued) | | | Total : 34,133.74 |
| 189211 | 10/2/2020 | 007109 | SIRCHIE FINGER PRINT LABS | 0461325-IN | | |
| | | | | VTP-018031 | GUN EVIDENCE BOXES 14 3/4 INCH 01-17-225-73550 | 339.23 |
| | | | | | | Total : 339.23 |
| 189212 | 10/2/2020 | 007224 | STANDARD EQUIPMENT COMPANY | P24737 | | |
| | | | | | HOSE END AND MENDER 01-26-023-72530 | 109.73 |
| | | | | | | Total : 109.73 |
| 189213 | 10/2/2020 | 015452 | STEINER ELECTRIC COMPANY | 092420 | | |
| | | | | | 9TH YEAR INCENTIVE 01-97-000-79132 | 891.00 |
| | | | | | | Total : 891.00 |
| 189214 | 10/2/2020 | 015452 | STEINER ELECTRIC COMPANY | S006712623.002 | | |
| | | | | | SWITCHES, SCREWDRIVER 63-00-000-72528 | 34.34 |
| | | | | | 60-00-000-72528 | 34.35 |
| | | | | | | Total : 68.69 |
| 189215 | 10/2/2020 | 007297 | SUTTON FORD INC./FLEET SALES | 512203 | | |
| | | | | | VALVE ASY 01-17-205-72540 | 31.86 |
| | | | | | | Total : 31.86 |
| 189216 | 10/2/2020 | 011248 | TEMPERATURE EQUIPMENT CORP. | 092420 | | |
| | | | | | 20TH AND FINAL INCENTIVE 01-97-000-79129 | 102,005.00 |
| | | | | | | Total : 102,005.00 |
| 189217 | 10/2/2020 | 004400 | THE GORMAN GROUP, LTD. | 091020 | | |
| | | | | | NEC HARLEM & VOLLMER, APPRAI 01-14-000-72790 | 2,500.00 |
| | | | | | | Total : 2,500.00 |
| 189218 | 10/2/2020 | 019560 | THE STANDARD COMPANIES | 134884 | | |
| | | | | | 3M NEUTRAL CLEANER 01-26-025-73580 | 279.75 |
| | | | | | | Total : 279.75 |
| 189219 | 10/2/2020 | 019006 | TRAFFIC CONTROL COMPANY | 18807 | | |
| | | | | VTP-017855 | PAVEMENT STRIPING 01-26-023-75802 | 3,023.48 |

vchlist
10/02/2020 9:51:29AM

Voucher List
Village of Tinley Park

Page: 18

Bank code : apbank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|--------|--------------------------------|--------------|--|---|
| 189219 | 10/2/2020 | 019006 | 019006 TRAFFIC CONTROL COMPANY | (Continued) | | Total : 3,023.48 |
| 189220 | 10/2/2020 | 013200 | TRIBUNE PUBLISHING COMPANY | 023178551000 | CLASSIFIED POSTINGS 01-14-000-72330 01-33-310-72330 | 3,184.62 653.51 Total : 3,838.13 |
| 189221 | 10/2/2020 | 008040 | UNDERGROUND PIPE & VALVE CO | 045103 | CLAMPS VTP-018053 60-00-000-73630 VTP-018053 63-00-000-73630 VTP-018053 64-00-000-73630 VTP-018053 60-00-000-73630 VTP-018053 63-00-000-73630 VTP-018053 64-00-000-73630 VTP-018053 60-00-000-73630 VTP-018053 63-00-000-73630 VTP-018053 64-00-000-73630 | 288.54 32.06 137.40 428.40 47.60 204.00 212.71 23.63 101.29 |
| | | | 045128 | | GASKETS 60-00-000-73630 63-00-000-73630 64-00-000-73630 | 126.00 14.00 60.00 |
| | | | 045243 | | O-RING 60-00-000-73630 63-00-000-73630 64-00-000-73630 | 103.32 11.48 49.20 Total : 1,839.63 |
| 189222 | 10/2/2020 | 008057 | USA BLUE BOOK | 360580 | TRACING DYE LIQUID 60-00-000-73550 63-00-000-73550 64-00-000-73550 | 177.33 177.33 152.00 Total : 506.66 |
| 189223 | 10/2/2020 | 011416 | VERIZON WIRELESS | 9863382103 | ACCT#442345192-00001 WATER RE 60-00-000-72127 63-00-000-72127 64-00-000-72127 | 21.29 21.29 18.26 |

vchlist
10/02/2020 9:51:29AM

Voucher List
Village of Tinley Park

Page: 19

Bank code : apbank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|-------------|---------------|----------------|-------------|--|---|
| 189223 | 10/2/2020 | 011416 | 011416 | | VERIZON WIRELESS (Continued) | Total : 60.84 |
| 189224 | 10/2/2020 | 019608 | | 093020 | VIEYRA, SYLVIA STICKER PURCHASED AND NO LOI 06-00-000-79005 | 25.00 Total : 25.00 |
| 189225 | 10/2/2020 | 014938 | | 092420 | VILLAGE OF LANSING 20TH AND FINAL INCENTIVE 01-97-000-79129 | 102,005.00 Total : 102,005.00 |
| 189226 | 10/2/2020 | 006429 | | 092420 | VILLAGE OF ORLAND HILLS 15TH IGA PAYMENT NOV'19-JUN'20 01-97-000-79125 | 54,811.27 Total : 54,811.27 |
| 189227 | 10/2/2020 | 010165 | | | WAREHOUSE DIRECT WORKPL SOLTNS 4772684-0 VENDING MACHINE GOODS 01-14-000-73115 | 28.50 Total : 28.50 |
| 189228 | 10/2/2020 | 011055 | | W1339872 | WARREN OIL CO. DIESEL FUEL USED 9/5/20-9/24/20 01-19-000-73545 60-00-000-73545 63-00-000-73545 64-00-000-73545 01-26-023-73545 01-26-024-73545 01-14-000-73531 | 865.69 189.91 47.48 101.74 1,084.46 68.32 301.60 Total : 2,659.20 |
| 99 Vouchers for bank code : apbank | | | | | | Bank total : 1,061,998.91 |

vchlist
10/02/2020 9:51:29AM

Voucher List
Village of Tinley Park

Page: 20

Bank code : ipmq

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|--------|-------------------------------|--------------|--|-------------------------------------|
| 2780 | 9/29/2020 | 018837 | INSURANCE PROGRAM MANAGERS GR | 200803W006 | PAYEE-ALIGN NETWORKS INC 01-14-000-72542 | 251.24 Total : 251.24 |
| 2781 | 9/29/2020 | 018837 | INSURANCE PROGRAM MANAGERS GR | 200803W006-2 | PAYEE-ALIGN NETWORKS INC 01-14-000-72542 | 221.52 Total : 221.52 |
| 2782 | 9/29/2020 | 018837 | INSURANCE PROGRAM MANAGERS GR | 200803W006-3 | PAYEE-ALIGN NETWORKS INC 01-14-000-72542 | 298.54 Total : 298.54 |
| 2783 | 9/29/2020 | 018837 | INSURANCE PROGRAM MANAGERS GR | 200803W006-4 | PAYEE-ALIGN NETWORKS INC 01-14-000-72542 | 251.24 Total : 251.24 |
| 2784 | 9/29/2020 | 018837 | INSURANCE PROGRAM MANAGERS GR | 200803W006-5 | PAYEE-ALIGN NETWORKS INC 01-14-000-72542 | 298.54 Total : 298.54 |
| 2785 | 9/29/2020 | 018837 | INSURANCE PROGRAM MANAGERS GR | 200803W006-6 | PAYEE-ALIGN NETWORKS INC 01-14-000-72542 | 268.82 Total : 268.82 |
| 2786 | 9/29/2020 | 018837 | INSURANCE PROGRAM MANAGERS GR | 200803W006-7 | PAYEE-ALIGN NETWORKS INC 01-14-000-72542 | 268.82 Total : 268.82 |
| 2787 | 9/28/2020 | 018837 | INSURANCE PROGRAM MANAGERS GR | 200803W006-8 | PAYEE-PAMELA YOUNKER 01-14-000-72542 | 1,113.02 Total : 1,113.02 |
| 2788 | 9/29/2020 | 018837 | INSURANCE PROGRAM MANAGERS GR | 200505W003 | PAYEE-PETERSON JOHNSON & ML 01-14-000-72542 | 643.50 Total : 643.50 |
| 2789 | 9/29/2020 | 018837 | INSURANCE PROGRAM MANAGERS GR | 190326W026 | PAYEE-PETERSON JOHNSON & ML 01-14-000-72542 | 1,150.50 |

vchlist
10/02/2020 9:51:29AM

Voucher List
Village of Tinley Park

Page: 21

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> |
|---|-------------|---------------|---|-------------|--|--------------------------------------|
| 2789 | 9/29/2020 | 018837 | 018837 INSURANCE PROGRAM MANAGERS (Continued) | | | Total : 1,150.50 |
| 2790 | 9/29/2020 | 018837 | INSURANCE PROGRAM MANAGERS GR: 190514W019 | | PAYEE-PETERSON JOHNSON & ML 01-14-000-72542 | 19.50 Total : 19.50 |
| 2791 | 9/29/2020 | 018837 | INSURANCE PROGRAM MANAGERS GR: 191105W030 | | PAYEE-PETERSON JOHNSON & ML 01-14-000-72542 | 877.50 Total : 877.50 |
| 2792 | 9/29/2020 | 018837 | INSURANCE PROGRAM MANAGERS GR: 200219W023 | | PAYEE-PETERSON JOHNSON & ML 01-14-000-72542 | 58.50 Total : 58.50 |
| 2793 | 9/29/2020 | 018837 | INSURANCE PROGRAM MANAGERS GR: 200605W013 | | PAYEE-PETERSON JOHNSON & ML 01-14-000-72542 | 1,595.50 Total : 1,595.50 |
| 2794 | 9/29/2020 | 018837 | INSURANCE PROGRAM MANAGERS GR: 200528W014 | | PAYEE-PREMIER ORTHOPAEDIC 01-14-000-72542 | 82.69 Total : 82.69 |
| 2795 | 9/29/2020 | 018837 | INSURANCE PROGRAM MANAGERS GR: 200528W014-2 | | PAYEE-PREMIER ORTHOPAEDIC 01-14-000-72542 | 82.69 Total : 82.69 |
| 16 Vouchers for bank code : ipmq | | | | | | Bank total : 7,482.12 |
| 117 Vouchers in this report | | | | | | Total vouchers : 1,070,689.14 |

vchlist
10/02/2020 9:51:29AM

Voucher List
Village of Tinley Park

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> |
|----------------|-------------|---------------|----------------|-------------|----------------------------|---------------|
|----------------|-------------|---------------|----------------|-------------|----------------------------|---------------|

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

vchlist
10/02/2020 10:41:42AM

Voucher List
Village of Tinley Park

Page: 1

Bank code : apbank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount | |
|--|-------------|------------------------------------|----------------|-------------|---|--|------------------|
| 189229 | 10/2/2020 | 003606 CHICAGO SOUTHLAND CONV. V B | 0920 | | AUG LIAB SEPT COLL HOTEL ACCC 12-00-000-79107 | 12,555.13 | |
| | | | | | Total : | 12,555.13 | |
| 189230 | 10/2/2020 | 017268 PETERSON JOHNSON & MURRAY | 132271 | | 4130.0001 VILLAGE GENERAL MAT 01-14-000-72850 | 37,238.00 | |
| | | | | | Total : | 37,238.00 | |
| 189231 | 10/2/2020 | 011055 WARREN OIL CO. | W1339871 | | N.L. GAS USED 9/5/20-9/24/20 01-17-205-73530 01-19-000-73530 01-19-020-73530 01-21-000-73530 60-00-000-73530 63-00-000-73530 64-00-000-73530 01-26-023-73530 01-26-024-73530 01-33-300-73530 01-33-310-73530 01-12-000-73530 01-14-000-73531 14-00-000-73530 01-42-000-73530 | 8,132.80 339.55 65.80 38.27 659.04 164.76 353.06 934.63 397.14 175.52 16.40 197.93 271.93 34.63 225.64 | |
| | | | | | Total : | 12,007.10 | |
| 3 Vouchers for bank code : apbank | | | | | | Bank total : | 61,800.23 |
| 3 Vouchers in this report | | | | | | Total vouchers : | 61,800.23 |

vchlist
10/02/2020 10:41:42AM

Voucher List
Village of Tinley Park

Bank code : apbank

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u> | <u>Amount</u> |
|----------------|-------------|---------------|----------------|-------------|----------------------------|---------------|
|----------------|-------------|---------------|----------------|-------------|----------------------------|---------------|

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

vchlist
10/09/2020 12:09:36PM

Voucher List
Village of Tinley Park

Page: 1

Bank code : apbank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|----------------|-------------|-----------------------------------|----------------|-------------|---|------------------|
| 189238 | 10/9/2020 | 019604 911 TECH INC | 1240 | VTP-018061 | COPFTO:ANNUAL SUBSCRIPTION 01-17-220-72655 | 4,820.00 |
| Total : | | | | | | 4,820.00 |
| 189239 | 10/9/2020 | 019563 AEP ENERGY INC | 3013134248 | | ACCT#3013134248 4384028017 68 | 86.39 |
| | | | 3013134259 | | ACCT#3013134259 4623055116 196 | 9,846.77 |
| | | | | | 01-26-024-72510 | 151.98 |
| | | | | | 08-00-000-72510 | |
| Total : | | | | | | 10,085.14 |
| 189240 | 10/9/2020 | 002682 AMERICAN LEGAL PUBLICATION | 2105 | | JULY'20 S-35 FOLIO/INTERNET EDI | |
| | | | 3087 | | 01-13-000-72791 | 33.15 |
| | | | | | SEPTEMBER 2020 S-35 EDITING | |
| | | | | | 01-13-000-72791 | 392.00 |
| Total : | | | | | | 425.15 |
| 189241 | 10/9/2020 | 010026 ANDERSON PUMP SERVICE | SK10920 | VTP-017997 | FUEL SYSTEM TESTING | |
| | | | | | 01-26-025-72530 | 4,144.58 |
| Total : | | | | | | 4,144.58 |
| 189242 | 10/9/2020 | 002756 APCO INTERNATIONAL INC. | 738925 | | GROUP MEMBERSHIP 11-25 STAFF | |
| | | | | | 01-21-210-72720 | 893.00 |
| Total : | | | | | | 893.00 |
| 189243 | 10/9/2020 | 003359 BACKFLOW SOLUTIONS INC | 4870 | | VTP CROSS CONNECTION CONTRI | |
| | | | | | 60-00-000-72790 | 2,969.91 |
| Total : | | | | | | 2,969.91 |
| 189244 | 10/9/2020 | 010953 BATTERIES PLUS - 277 | P31742122 | | BATTERIES SLA12-8F | |
| | | | P31757313 | | 14-00-000-72550 | 140.00 |
| | | | | | BATTERY SLA12-8F | |
| | | | | | 14-00-000-72550 | 140.00 |
| Total : | | | | | | 280.00 |
| 189245 | 10/9/2020 | 002923 BLACK DIRT INC. | 062020-422 | | PULVERIZED DIRT | |

vchlist
10/09/2020 12:09:36PM

Voucher List
Village of Tinley Park

Page: 2

Bank code : apbank

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u> | <u>Amount</u> |
|----------------|-------------|---------------------------------------|----------------|-------------|--|--------------------------------------|
| 189245 | 10/9/2020 | 002923 BLACK DIRT INC. | (Continued) | | 01-26-023-73680 | 240.00 |
| | | | | | Total : | 240.00 |
| 189246 | 10/9/2020 | 018420 BOUND TREE MEDICAL LLC | 83775990 | | FIRST AID KITS 01-19-000-73115 | 403.60 |
| | | | | | Total : | 403.60 |
| 189247 | 10/9/2020 | 003396 CASE LOTS INC | 108 | | PROTECTIVE FACE MASKS 01-26-025-73870 | 231.20 |
| | | | | | Total : | 231.20 |
| 189248 | 10/9/2020 | 003328 CATCHING FLUIDPOWER INC | F91627-001 | | SHORT SHANK SUCTION CPLG 60-00-000-73410 63-00-000-73410 64-00-000-73410 | 32.42 3.60 15.44 |
| | | | | | Total : | 51.46 |
| 189249 | 10/9/2020 | 017349 CHICAGO STREET CCDD, LLC | 19653 | | DUMP FEE 01-26-023-72890 | 350.00 |
| | | | | | Total : | 350.00 |
| 189250 | 10/9/2020 | 018198 CHICAGOLAND INVESTIGATIVE SERV | 5458 | | PRE EMPLOY INVESTIGATION,CON 01-12-000-72446 30-00-000-75812 01-26-025-72790 60-00-000-72446 | 350.00 150.00 300.00 125.00 |
| | | | | | Total : | 925.00 |
| 189251 | 10/9/2020 | 013820 CINTAS CORPORATION | 5033001708 | | MEDICINE CABINET - PUBLIC SAFE 01-26-025-73117 | 165.70 |
| | | | 5033001727 | | MEDICINE CABINET - VH 01-26-025-73117 | 130.30 |
| | | | 5033001753 | | MEDICINE CABINET - PUMP HOUSE 01-26-025-73117 | 46.41 |
| | | | 5033001768 | | MEDICINE CABINET - PW GARAGE 01-26-025-73117 | 227.27 |

vchlist
10/09/2020 12:09:36PM

Voucher List
Village of Tinley Park

Page: 3

Bank code : apbank

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u> | <u>Amount</u> |
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| 189251 | 10/9/2020 | 013820 CINTAS CORPORATION | (Continued) 5033001788 | | MEDICINE CABINET - PUMP HOUSE 01-26-025-73117 | 46.41 |
| | | | 5033107863 | | MEDICINE CABINET - PD 01-26-025-73117 | 63.11 |
| | | | 5033107873 | | MEDICINE CABINET - SHOOTING R 01-26-025-73117 | 14.18 |
| Total : | | | | | | 693.38 |
| 189252 | 10/9/2020 | 018475 CLARKE, KIMBERLY | 100120 | | RETIREMENT PARTY IN CD FOR G. 01-33-300-72220 | 494.21 |
| Total : | | | | | | 494.21 |
| 189253 | 10/9/2020 | 013878 COMED - COMMONWEALTH EDISON | 2777112019 | | ACCT#2777112019 175TH AND SAN 01-26-023-72510 | 102.52 |
| | | | 3214011009 | | ACCT#3214011009 16853 LAKEWO 64-00-000-72510 | 169.24 |
| | | | 6483053261 | | ACCT#6483053261 17495 S LAGRAI 01-26-023-72510 | 40.77 |
| | | | 8363023007 | | ACCT#8363023007 0 179TH ST & 82 63-00-000-72510 | 122.55 |
| | | | | | 60-00-000-72510 | 122.55 |
| Total : | | | | | | 557.63 |
| 189254 | 10/9/2020 | 018234 CORE & MAIN LP | N038878 | | BLADES 60-00-000-73410 | 632.52 |
| | | | | | 63-00-000-73410 | 70.28 |
| | | | | | 64-00-000-73410 | 301.20 |
| Total : | | | | | | 1,004.00 |
| 189255 | 10/9/2020 | 019617 CUBALCHINI, ROGER & MARY ANNE | Ref001396798 | | UB Refund Cst #00456084 overpaym 60-00-000-20599 | 215.01 |
| Total : | | | | | | 215.01 |
| 189256 | 10/9/2020 | 018325 DAILY SOUTHTOWN | 74072186 | | DAILY SOUTHTOWN SUBSCRIPTIO 01-14-000-72720 | 234.00 |
| Total : | | | | | | 234.00 |

vchlist
10/09/2020 12:09:36PM

Voucher List
Village of Tinley Park

Page: 4

Bank code : apbank

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u> | <u>Amount</u> |
|----------------|-------------|---------------------------------------|----------------|-------------|---|------------------|
| 189257 | 10/9/2020 | 017539 DAL BIANCO ROOFING | 100620 | | ADVISORY - NO LICENSE FEE NEE 01-14-000-79010 | 50.00 |
| | | | | | Total : | 50.00 |
| 189258 | 10/9/2020 | 017603 DANDAN, RICK TARIQ | 093020 | | SEPT'20 PLAN REVIEW FEES 01-33-300-72790 | 94,794.45 |
| | | | | | Total : | 94,794.45 |
| 189259 | 10/9/2020 | 003770 DUSTCATCHERS INC | 75864 | | MATS - PD 01-26-025-72790 | 85.41 |
| | | | 76228 | | MATS-VH 01-26-025-72790 | 65.93 |
| | | | 76230 | | MATS - PD 01-26-025-72790 | 85.41 |
| | | | | | Total : | 236.75 |
| 189260 | 10/9/2020 | 004152 ECOLAB PEST ELIMINATION INC. | 3234697 | | COCKROACH/RODENT PROGRAM 01-26-025-72790 | 474.44 |
| | | | 3234698 | | COCKROACH/RODENT PROGRAM 01-26-025-72790 | 86.48 |
| | | | | | Total : | 560.92 |
| 189261 | 10/9/2020 | 004087 EMERGENCY MEDICAL PRODUCTS INC | 2203547 | | GLOVES 01-19-000-73115 | 1,510.60 |
| | | | | | Total : | 1,510.60 |
| 189262 | 10/9/2020 | 017807 EMERGENCY VEHICLE SERVICE INC. | 7999 | | SERVICE ON HOSE 01-19-000-72540 | 327.94 |
| | | | | | Total : | 327.94 |
| 189263 | 10/9/2020 | 019561 ENDLESS COMMUNICATIONS USA LLC | DG-1082 | | TALK LTE DATA RADIO SERVICE OC 01-42-000-72540 | 30.00 |
| | | | | | Total : | 30.00 |
| 189264 | 10/9/2020 | 004176 FEDEX (FEDERAL EXPRESS) | 7-137-59007 | | SHIPPING COSTS R.VISTO PLAT DE 01-13-000-72110 | 45.02 |
| | | | | | Total : | 45.02 |

vchlist
10/09/2020 12:09:36PM

Voucher List
Village of Tinley Park

Page: 5

Bank code : apbank

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u> | <u>Amount</u> |
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| 189265 | 10/9/2020 | 012484 FERGUSON FACILITIES #3400 | 0102622-2 | | PURELL HAND SANTIZERS 01-26-025-73580 | 323.04 |
| | | | 0102622-3 | | PURELL HAND SANITIZERS 01-26-025-73580 | 161.52 |
| | | | 0102622-4 | | PURELL HAND SANITIZERS 01-26-025-72525 | 1,534.44 |
| Total : | | | | | | 2,019.00 |
| 189266 | 10/9/2020 | 015058 FLEETPRIDE | 60331350 | | AIR FILTER AND FUEL CARTRIDGE 01-26-023-72540 | 387.79 |
| Total : | | | | | | 387.79 |
| 189267 | 10/9/2020 | 012941 FMP | 52-468307 | | THERMOSTAT 01-26-024-72540 | 22.76 |
| | | | 52-468454 | | CABIN AIR FILTER 01-17-205-72540 | 8.74 |
| Total : | | | | | | 31.50 |
| 189268 | 10/9/2020 | 011611 FOX VALLEY FIRE & SAFETY CO. | IN00384788 | | RADIO AND TRANSCEIVER INSTALI 14-00-000-72800 | 1,009.00 |
| | | | IN00385646 | VTP-017869 | RADIO MAINTENANCE 14-00-000-72750 | 8,481.25 |
| Total : | | | | | | 9,490.25 |
| 189269 | 10/9/2020 | 002877 G. W. BERKHEIMER CO., INC. | 738998 | | FILTERS FOR CLOCK TOWER 01-26-025-72520 | 55.68 |
| Total : | | | | | | 55.68 |
| 189270 | 10/9/2020 | 018387 GBJ SALES, LLC | 2879 | | WHITE RUBBERIZED COATING 01-26-023-72540 | 46.72 |
| | | | | | 60-00-000-72540 | 24.53 |
| | | | | | 63-00-000-72540 | 8.18 |
| | | | | | 64-00-000-72540 | 14.02 |
| Total : | | | | | | 93.45 |
| 189271 | 10/9/2020 | 015397 GOVTEMPSUSA LLC | 3589466 | | 9/6 AND 9/13 - P.WALLRICH 01-33-310-72790 | 4,378.19 |

vchlist
10/09/2020 12:09:36PM

Voucher List
Village of Tinley Park

Page: 6

Bank code : apbank

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u> | <u>Amount</u> |
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| 189271 | 10/9/2020 | 015397 | 015397 GOVTEMPSUSA LLC | | (Continued) | Total : 4,378.19 |
| 189272 | 10/9/2020 | 004438 | GRAINGER | | 966047116 | GASKET SEALANT |
| | | | | | | 60-00-000-73630 185.22 |
| | | | | | | 64-00-000-73630 88.20 |
| | | | | | | 63-00-000-73630 20.58 |
| | | | | | 9665105442 | POUROVER DECANTER |
| | | | | | | 01-26-025-73115 24.40 |
| | | | | | 9665596871 | FILE SET |
| | | | | | | 01-26-023-73110 86.93 |
| | | | | | 9668887863 | EAR PLUG DISPENSER |
| | | | | | | 60-00-000-73845 20.08 |
| | | | | | | 63-00-000-73845 2.23 |
| | | | | | | 64-00-000-73845 9.56 |
| | | | | | | 01-26-023-73845 31.88 |
| | | | | | | 01-26-024-73845 15.94 |
| | | | | | | Total : 485.02 |
| 189273 | 10/9/2020 | 004746 | HEATHER'S HAUS FLORIST | 458722 | | SYMPATHY FLOWERS |
| | | | | | | 01-17-205-73600 75.00 |
| | | | | | | Total : 75.00 |
| 189274 | 10/9/2020 | 011032 | HUB INTERNATIONAL MIDWEST LTD. | 2023115 | | 4-YEAR NOTARY BOND FOR D.HUL |
| | | | | | | 01-15-000-72720 20.00 |
| | | | | | | Total : 20.00 |
| 189275 | 10/9/2020 | 005057 | ICMA CONFERENCE REGISTRATION | 091420 | | ICMA CONFERENCE D.NIEMEYER / |
| | | | | | | 01-12-000-72170 498.00 |
| | | | | | | Total : 498.00 |
| 189276 | 10/9/2020 | 004978 | ILLINOIS ASSOC.OF CHF POLICE | 6465 | | MEMBER RENEWAL S.TENCZA THF |
| | | | | | | 01-17-205-72720 95.00 |
| | | | | | | Total : 95.00 |
| 189277 | 10/9/2020 | 015497 | ILLINOIS SECRETARY OF STATE | 092920 | | NOTARY BOND FOR D.HULTSCH |
| | | | | | | 01-15-000-72720 10.00 |
| | | | | | | Total : 10.00 |

vchlist
10/09/2020 12:09:36PM

Voucher List
Village of Tinley Park

Page: 7

Bank code : apbank

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u> | <u>Amount</u> |
|----------------|-------------|---------------------------------------|------------------------|-------------|--|--|
| 189278 | 10/9/2020 | 004896 IMAGING OFFICE SYSTEMS INC. | LAB021951 | | DIGITAL TO FILM 01-17-205-72345 | 977.28 |
| | | | | | Total : | 977.28 |
| 189279 | 10/9/2020 | 004875 IRMA | 093020 | | SEPTEMBER DEDUCTIBLE 01-14-000-72541 60-00-000-72541 64-00-000-72541 70-00-000-72541 | 1,100.00 919.70 394.16 2,616.04 |
| | | | | | Total : | 5,029.90 |
| 189280 | 10/9/2020 | 016616 KURTZ AMBULANCE SERVICE INC. | 10623 | | EMS AGREEMENT SEPT'20 01-21-000-72856 | 36,477.83 |
| | | | | | Total : | 36,477.83 |
| 189281 | 10/9/2020 | 001439 M & M AUTO GLASS & UPHOL.SERV. | 512161 | | HEATED BACKGLASS DEFROSTER 01-17-205-72540 | 75.00 |
| | | | | | Total : | 75.00 |
| 189282 | 10/9/2020 | 003440 M. COOPER WINSUPPLY CO. | 01116701 | | REPAIR KIT FOR TOILET PAPER DIS 01-26-025-72520 | 3.32 |
| | | | | | Total : | 3.32 |
| 189283 | 10/9/2020 | 013969 MAP AUTOMOTIVE OF CHICAGO | 40-581170 40-581171 | | BATTERY 01-17-205-72540 BATTERY 01-26-023-72540 | 345.24 115.08 |
| | | | | | Total : | 460.32 |
| 189284 | 10/9/2020 | 012631 MASTER AUTO SUPPLY, LTD. | 15030-93450 | | 16 XTRACLEAR 01-17-205-72540 | 7.20 |
| | | | | | Total : | 7.20 |
| 189285 | 10/9/2020 | 005844 MCDONALD'S | 093020 | | PRISONER MEAL SEPT'20 01-17-220-72230 | 99.98 |
| | | | | | Total : | 99.98 |
| 189286 | 10/9/2020 | 005645 MEADE ELECTRIC COMPANY INC. | 693789 | | TRAFFIC LIGHT MAINTENANCE, SE | |

vchlist
10/09/2020 12:09:36PM

Voucher List
Village of Tinley Park

Page: 8

Bank code : apbank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|----------------|-----------|------------------------------------|-------------|------|--------------------------------|---------------|
| 189286 | 10/9/2020 | 005645 MEADE ELECTRIC COMPANY INC. | (Continued) | | 01-26-024-72775 | 495.00 |
| Total : | | | | | | 495.00 |
| 189287 | 10/9/2020 | 006074 MENARDS | 93678 | | FLEX DRIVER,DRIVE BIT,NUT DRIV | |
| | | | | | 60-00-000-73410 | 22.02 |
| | | | | | 63-00-000-73410 | 2.45 |
| | | | | | 64-00-000-73410 | 10.49 |
| | | | 93796 | | MARKING PAINT | |
| | | | | | 01-26-023-73410 | 11.74 |
| | | | 93797 | | HUMIDIFIER | |
| | | | | | 01-26-025-72530 | 36.99 |
| | | | 93806 | | SHELVES | |
| | | | | | 01-26-025-72520 | 179.98 |
| | | | 93822 | | SPRINKER SUPPLIES FOR OPA TR, | |
| | | | | | 01-26-025-72530 | 35.41 |
| | | | 93861 | | SILICONE CAULK | |
| | | | | | 01-26-025-73630 | 7.98 |
| | | | 93870 | | SPRINKLER SUPPLIES FOR VH | |
| | | | | | 01-26-025-73630 | 20.63 |
| | | | 93883 | | RUBBER GASKET | |
| | | | | | 60-00-000-73630 | 3.14 |
| | | | | | 63-00-000-73630 | 0.35 |
| | | | | | 64-00-000-73630 | 1.49 |
| | | | 93930 | | BASIN KIT WITH GRATE | |
| | | | | | 01-26-023-73840 | 125.94 |
| | | | 93931 | | CORR TUBING SOLID | |
| | | | | | 01-26-023-73840 | 4.19 |
| | | | 94145 | | WATERTITE STOWAWAY | |
| | | | | | 01-19-000-73115 | 21.16 |
| Total : | | | | | | 483.96 |
| 189288 | 10/9/2020 | 015386 MUNICIPAL GIS PARTNERS, INC | 5298 | | GIS STAFFING SEPT'20 | |
| | | | | | 01-16-000-72652 | 4,998.95 |
| | | | | | 60-00-000-72652 | 3,199.33 |
| | | | | | 63-00-000-72652 | 299.93 |
| | | | | | 64-00-000-72652 | 1,499.69 |

vchlist
10/09/2020 12:09:36PM

Voucher List
Village of Tinley Park

Page: 9

Bank code : apbank

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u> | <u>Amount</u> |
|----------------|-------------|---------------|------------------------------------|-------------|---|-------------------------------------|
| 189288 | 10/9/2020 | 015386 | 015386 MUNICIPAL GIS PARTNERS, INC | (Continued) | | Total : 9,997.90 |
| 189289 | 10/9/2020 | 019616 | MUTING, JOSEPH | 100820 | REFUND OF LATE CAR STICKER FE 06-00-000-79005 | 40.00 Total : 40.00 |
| 189290 | 10/9/2020 | 012301 | MVP FIRE SYSTEMS,INC | 13044 | SERVICE FOR STANDPIPE AND TR 01-19-000-72520 | 1,530.00 Total : 1,530.00 |
| 189291 | 10/9/2020 | 018604 | NAPA MONEE | 165976 | HOSE END AND FITTING 01-21-000-72540 | 18.99 Total : 18.99 |
| 189292 | 10/9/2020 | 006197 | NAT'L EMERGENCY NUMBER ASSOC. | 300057938 | PUBLIC SECTOR 1 J.ROMANOW 01-21-210-72720 | 700.00 Total : 700.00 |
| 189293 | 10/9/2020 | 015723 | NICOR | 01981510009 | ACCT#01-98-15-1000 9 7780 W 183I 01-26-025-72511 | 39.26 |
| | | | 53463710003 | | ACCT#53-46-37-1000 3 18241 S 80T 01-26-025-72511 | 40.16 |
| | | | 73675410002 | | ACCT#73-67-54-1000 2 7800 183RD 01-26-025-72511 | 563.72 |
| | | | 74433410003 | | ACCT#74-43-34-1000 3 3575402 77C 01-26-025-72511 | 38.79 |
| | | | 83523710008 | | ACCT#83-52-37-1000 8 7980 183RD 01-26-025-72511 | 133.75 |
| | | | 96019958527 | | ACCT#96-01-99-5852 7 7999 W TIMI 01-26-025-72511 | 50.06 Total : 865.74 |
| 189294 | 10/9/2020 | 010135 | ONSITE COMMUNICATIONS USA, INC | 50555 | QUOTE PORTABLE RADIO& HEADS 30-00-000-74336 | 2,440.00 Total : 2,440.00 |
| | | | | VTP-018018 | | |
| 189295 | 10/9/2020 | 006475 | PARK ACE HARDWARE | 064383/1 | ACCT#891431 BATTERY AND GORII 60-00-000-73110 | 22.16 |

vchlist
10/09/2020 12:09:36PM

Voucher List
Village of Tinley Park

Page: 10

Bank code : apbank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|----------------|-------------|---------------|-------------------------------|--------------------------|--|--|
| 189295 | 10/9/2020 | 006475 | PARK ACE HARDWARE | (Continued) | 63-00-000-73110 64-00-000-73110 | 2.46 10.55 Total : 35.17 |
| 189296 | 10/9/2020 | 019618 | PETERSON, LORI | Ref001396799 | UB Refund Cst #00470178 60-00-000-20599 | 25.10 Total : 25.10 |
| 189297 | 10/9/2020 | 006499 | PITNEY BOWES INC | 1016521014 1016554801 | ACCT#0012198182 10/16-1/15/21 01-14-000-72110 PITNEY BOWES EZ SEAL BOTTLES 01-14-000-72750 60-00-000-72750 | 150.00 38.25 38.24 Total : 226.49 |
| 189298 | 10/9/2020 | 006507 | POSTMASTER, U. S. POST OFFICE | 100220 | OCTOBER'20 WATER BILLS 60-00-000-72110 64-00-000-72110 | 2,016.96 864.41 Total : 2,881.37 |
| 189299 | 10/9/2020 | 006559 | PRAXAIR DISTRIBUTION, INC | 99062378 | INDUSTRIAL ACETYLENE 60-00-000-73730 63-00-000-73730 64-00-000-73730 01-26-023-73730 01-26-024-73730 | 32.04 32.04 27.47 91.55 45.78 Total : 228.88 |
| 189300 | 10/9/2020 | 013587 | PROSHRED SECURITY | 990067082 | EXECUTIVE CONSOLES AND GALL 01-17-205-72750 | 160.00 Total : 160.00 |
| 189301 | 10/9/2020 | 017975 | REVIZE LLC | 10599 | MOBILE APP SET UP AND ANNUAL 01-35-000-72790 | 950.00 Total : 950.00 |
| 189302 | 10/9/2020 | 015230 | RIDGE LANDSCAPE SERVICES LLC | 7382 | SOD REPAIRS | |

vchlist
10/09/2020 12:09:36PM

Voucher List
Village of Tinley Park

Page: 11

Bank code : apbank

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u> | <u>Amount</u> |
|----------------|-------------|--------------------------------------|----------------|-------------|--------------------------------|------------------|
| 189302 | 10/9/2020 | 015230 RIDGE LANDSCAPE SERVICES LLC | (Continued) | | 60-00-000-72881 | 4,042.50 |
| | | | | | 63-00-000-72881 | 4,042.50 |
| | | | | | 64-00-000-72881 | 3,465.00 |
| | | | | | Total : | 11,550.00 |
| 189303 | 10/9/2020 | 006974 RINGHOFER, WILLIAM | 100520 | | HEALTH INSURANCE REIMBURSEM | |
| | | | | | 01-17-205-72435 | 593.13 |
| | | | | | Total : | 593.13 |
| 189304 | 10/9/2020 | 006874 ROBINSON ENGINEERING CO. LTD. | 20090374 | | 20-R0591 TP FOX COLLEGE PARKII | |
| | | | | | 01-14-000-72840 | 5,846.50 |
| | | | | | Total : | 5,846.50 |
| 189305 | 10/9/2020 | 019092 RORY GROUP, LLC | 3474 | | BUSINESS CONSULTING FEE OCT' | |
| | | | | | 01-11-000-72790 | 3,000.00 |
| | | | | | Total : | 3,000.00 |
| 189306 | 10/9/2020 | 007453 SERVICE SANITATION, INC. | 8030084 | | PORTABLE TOILET FOR FIREMAN 1 | |
| | | | | | 01-19-000-72750 | 158.59 |
| | | | | | Total : | 158.59 |
| 189307 | 10/9/2020 | 017378 SIKICH LLP | 457221 | | AUDIT SERVICES THRU 7/31/20 FO | |
| | | | | | 01-14-000-72845 | 1,000.00 |
| | | | | | Total : | 1,000.00 |
| 189308 | 10/9/2020 | 013043 SITE DESIGN GROUP, LTD. | 7946-39 | VTP-017834 | FIELD INSPECTIONS | |
| | | | | | 01-26-023-72847 | 912.50 |
| | | | | | Total : | 912.50 |
| 189309 | 10/9/2020 | 019619 SPITTAL, WILLIAM | Ref001396800 | | UB Refund Cst #00500014 | |
| | | | | | 60-00-000-20599 | 15.62 |
| | | | | | Total : | 15.62 |
| 189310 | 10/9/2020 | 012238 STAPLES BUSINESS ADVANTAGE | 3456467363 | | PENS, CORRECTION TAPE,ENVELC | |
| | | | | | 01-17-205-73110 | 366.88 |
| | | | 3456467364 | | HP INK | |
| | | | | | 01-17-205-73110 | 60.79 |

vchlist
10/09/2020 12:09:36PM

Voucher List
Village of Tinley Park

Page: 12

Bank code : apbank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|----------------|-----------|--------------------------------------|---------------------------|------------|--|--------------------|
| 189310 | 10/9/2020 | 012238 STAPLES BUSINESS ADVANTAGE | (Continued) 3456979157 | | TAPE DISPENSER,HIGHTLIGHTER,I 01-14-000-73110 | 71.46 |
| | | | 3456979159 | | 01-15-000-73110 STORAGE BOX,FINGERTIP MOISTE 01-17-205-73110 | 25.28 307.49 |
| Total : | | | | | | 831.90 |
| 189311 | 10/9/2020 | 015452 STEINER ELECTRIC COMPANY | S006676948.002 | | LIGHT STOCK FOR 171ST AND 80TH 01-26-024-73870 | 512.90 |
| Total : | | | | | | 512.90 |
| 189312 | 10/9/2020 | 019227 STREET COP TRAINING LLC | 24004-323-1-E613 | | LIFESAVING MEDICAL TACTICS FO 01-17-220-72140 | 199.00 |
| Total : | | | | | | 199.00 |
| 189313 | 10/9/2020 | 007205 SUBURBAN LABORATORIES INC. | 180783 | | WATER TEST 60-00-000-72865 63-00-000-72865 | 1,386.00 594.00 |
| Total : | | | | | | 1,980.00 |
| 189314 | 10/9/2020 | 007297 SUTTON FORD INC./FLEET SALES | 512533 | | COVER FOR WHEEL 01-17-205-72540 | 36.88 |
| | | | 512592 | | BRACKET ENGINE 01-17-205-72540 | 69.31 |
| | | | 512832 | | BOX ASY GLOVE AND PANEL INSTF 01-17-205-72540 | 520.92 |
| | | | 512854 | | LIFT ASY-GAS 01-17-205-72540 | 59.50 |
| | | | 512925 | | TUBE ASY - A/C LINE 01-17-205-72540 | 70.84 |
| | | | 512933 | | TPMS SENSOR 01-17-205-72540 | 51.51 |
| Total : | | | | | | 808.96 |
| 189315 | 10/9/2020 | 019613 TACTICALLY SOUND TRAINING CTR | 100320 | VTP-018066 | 8 HRS RDS PISTOL 12 STUDENTS (C) 01-17-220-72140 | 1,200.00 |

vchlist
10/09/2020 12:09:36PM

Voucher List
Village of Tinley Park

Page: 13

Bank code : apbank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|--------|--|------------|------------------------|-------------------------------|
| 189315 | 10/9/2020 | 019613 | 019613 TACTICALLY SOUND TRAINING CTR (Continued) | | | Total : 1,200.00 |
| 189316 | 10/9/2020 | 018724 | THE LOCKER SHOP | | 77918 | BOOTS |
| | | | O 76983 | | 01-19-000-73610 | 238.00 |
| | | | O 76984 | | PANTS | |
| | | | O 77917 | | 01-19-000-73610 | 161.00 |
| | | | OE 76564 | | PANT | |
| | | | OE 76982 | | 01-19-000-73610 | 56.00 |
| | | | OE 77183 | | PANTS | |
| | | | OE 77188 | | 01-19-000-73610 | 112.00 |
| | | | OE 78129 | | CARGO PANTS | |
| | | | OES 76565 | | 01-19-000-73610 | 112.00 |
| | | | OES 76818 | | PANT | |
| | | | OES 76840 | | 01-19-000-73610 | 56.00 |
| | | | OES 76876 | | CARGO PANT | |
| | | | OES 77448 | | 01-19-000-73610 | 56.00 |
| | | | OES 79040 | | SHIRTS | |
| | | | | | 01-19-000-73610 | 183.00 |
| | | | | | CAPS,SHIRT,BELT,SHORTS | |
| | | | | | 01-19-000-73610 | 185.00 |
| | | | | | PANTS | |
| | | | | | 01-19-000-73610 | 112.00 |
| | | | | | CARGO PANT | |
| | | | | | 01-19-000-73610 | 168.00 |
| | | | | | CARGO PANTS | |
| | | | | | 01-19-000-73610 | 168.00 |
| | | | | | PANT | |
| | | | | | 01-19-000-73610 | 56.00 |
| | | | | | SHIRT | |
| | | | | | 01-19-000-73610 | 56.00 |
| | | | | | PANTS AND SHIRTS | |
| | | | | | 01-19-000-73610 | 229.00 |
| | | | | | Total : | 1,948.00 |
| 189317 | 10/9/2020 | 019560 | THE STANDARD COMPANIES | | 134286B | 3M CLEANING SUPPLIES |
| | | | | VTP-018015 | 01-26-025-73580 | 496.00 |
| | | | | | 134374 | SPRAYER BOTTLES AND PLASTIC I |

vchlist
10/09/2020 12:09:36PM

Voucher List
Village of Tinley Park

Page: 14

Bank code : apbank

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u> | <u>Amount</u> |
|----------------|-------------|---|----------------|-------------|---------------------------------|---------------------|
| 189317 | 10/9/2020 | 019560 THE STANDARD COMPANIES | (Continued) | | 01-26-025-73580 | 245.50 |
| | | | | | Total : | 741.50 |
| 189318 | 10/9/2020 | 014854 THOMSON REUTERS-WEST PYMNT CTF 843111177 | | | WEST INFORMATION CHARGES 9/ | |
| | | | | | 01-17-225-72852 | 199.94 |
| | | | | | Total : | 199.94 |
| 189319 | 10/9/2020 | 019192 TINLEY PARK CONVENTION CENTER | 100620 | | 2019 TXYR/2020 MGMT AGMT BAL I | |
| | | | | | 12-00-000-79142 | 124,556.46 |
| | | | | | Total : | 124,556.46 |
| 189320 | 10/9/2020 | 012480 TOTAL ADMINISTRATIVE SERV.CORP | IN1845299 | | FSA ADMIN FEES 11/1-11/30/20 | |
| | | | | | 01-12-000-72449 | 213.39 |
| | | | | | Total : | 213.39 |
| 189321 | 10/9/2020 | 007930 TRANS UNION | 09000335 | | BASIC SERVICE 8/26-09/25/20 | |
| | | | | | 01-17-225-72852 | 90.00 |
| | | | | | Total : | 90.00 |
| 189322 | 10/9/2020 | 007909 TRI-RIVER POLICE TRAINING REG | 4914 | | JUVEINILE OFFICER CERT COURSE | |
| | | | | | 01-17-220-72140 | 600.00 |
| | | | | | Total : | 600.00 |
| 189323 | 10/9/2020 | 006362 VILLAGE OF OAK LAWN | 1-9990015-00 | | ACCT#1-9990015-00 9/1-10/1/2020 | |
| | | | | | 60-00-000-73220 | 714,559.53 |
| | | | | | 63-00-000-73220 | 659,593.42 |
| | | | | | Total : | 1,374,152.95 |
| 189324 | 10/9/2020 | 010165 WAREHOUSE DIRECT WORKPL SOLTNS | 4776358-0 | | PAPER | |
| | | | 4779204-0 | | 01-26-025-73110 | 171.36 |
| | | | | | SPEAKERS | |
| | | | | | 60-00-000-72127 | 12.75 |
| | | | | | 63-00-000-72127 | 12.75 |
| | | | | | 64-00-000-72127 | 10.92 |
| | | | 4782074-0 | | BOOKENDS | |
| | | | | | 01-26-025-73110 | 11.50 |

vchlist
10/09/2020 12:09:36PM

Voucher List
Village of Tinley Park

Page: 15

Bank code : apbank

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u> | <u>Amount</u> |
|---|-------------|---------------|-----------------------------------|-------------|----------------------------|----------------------------------|
| 189324 | 10/9/2020 | 010165 | 010165 WAREHOUSE DIRECT WORKPL SO | (Continued) | | Total : 219.28 |
| 189325 | 10/9/2020 | 016476 | WRIGHT CONCRETE RECYCLING INC | 073020-419 | SEMI CONCRETE DUMP | |
| | | | | | 01-26-023-72890 | 6.00 |
| | | | | | 60-00-000-73681 | 9.80 |
| | | | | | 64-00-000-73681 | 4.20 |
| | | | | | Total : | 20.00 |
| 189326 | 10/9/2020 | 008636 | ZETTLEMEIER'S BAKERY | 5847-7 | DONUTS FOR EMA TRAINING | |
| | | | | | 01-21-000-72220 | 45.80 |
| | | | | | Total : | 45.80 |
| 89 Vouchers for bank code : apbank | | | | | | Bank total : 1,739,817.68 |

vchlist
10/09/2020 12:09:36PM

Voucher List
Village of Tinley Park

Page: 16

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> |
|----------------|-------------|---------------|-------------------------------|-------------------|---|---|
| 2773 | 9/23/2020 | 018837 | INSURANCE PROGRAM MANAGERS GR | 200803W006-3 | PAYEE-INGALLS OCCUPATIONAL H 01-14-000-72542 | 376.83 Total : 376.83 |
| 2774 | 9/23/2020 | 018837 | INSURANCE PROGRAM MANAGERS GR | 200803W006-2 | PAYEE-INGALLS OCCUPATIONAL H 01-14-000-72542 | 301.44 Total : 301.44 |
| 2775 | 9/23/2020 | 018837 | INSURANCE PROGRAM MANAGERS GR | 200721W022 | PAYEE-INGALLS OCCUPATIONAL H 01-14-000-72542 | 129.07 Total : 129.07 |
| 2776 | 9/23/2020 | 018837 | INSURANCE PROGRAM MANAGERS GR | 200803W006 | PAYEE-ONE CALL MEDICAL INC 01-14-000-72542 | 390.00 Total : 390.00 |
| 2777 | 9/23/2020 | 018837 | INSURANCE PROGRAM MANAGERS GR | 200211W025-2 | PAYEE-PETERSON JOHNSON & ML 01-14-000-72542 | 519.50 Total : 519.50 |
| 2778 | 9/23/2020 | 018837 | INSURANCE PROGRAM MANAGERS GR | 200211W025 | PAYEE-PETERSON JOHNSON & ML 01-14-000-72542 | 721.50 Total : 721.50 |
| 2779 | 9/23/2020 | 018837 | INSURANCE PROGRAM MANAGERS GR | 200803W006-4 | PAYEE-IPMG 01-14-000-72542 | 104.50 Total : 104.50 |
| 2796 | 10/6/2020 | 018837 | INSURANCE PROGRAM MANAGERS GR | 2003* 2005* 2008* | PAYEE-ALPHA REVIEW CORPORAT 01-14-000-72542 64-00-000-72542 60-00-000-72542 63-00-000-72542 64-00-000-72542 01-14-000-72542 60-00-000-72542 63-00-000-72542 | 7.64 7.98 3.36 0.64 1.72 350.38 15.64 2.98 |

vchlist
10/09/2020 12:09:36PM

Voucher List
Village of Tinley Park

Page: 17

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> |
|--|-------------|---------------|---|-------------|--|--------------------------------------|
| 2796 | 10/6/2020 | 018837 | 018837 INSURANCE PROGRAM MANAGERS (Continued) | | | Total : 390.34 |
| 2797 | 10/6/2020 | 018837 | INSURANCE PROGRAM MANAGERS GR: 200318W009 | | PAYEE-MIDWEST ORTHOPEDIC CC 01-14-000-72542 | 86.14 |
| | | | | | | Total : 86.14 |
| 9 Vouchers for bank code : ipmq | | | | | | Bank total : 3,019.32 |
| 98 Vouchers in this report | | | | | | Total vouchers : 1,742,837.00 |

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

vchlist
10/16/2020 9:44:13AM

Voucher List
Village of Tinley Park

Page: 1

Bank code : ap_ff

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|-----------|-------------------------------|----------------------|------|--|-------------------------------|
| 1014 | 9/8/2020 | 002734 AIR ONE EQUIPMENT, INC | 156844,157003,157696 | | RESCUE EQUIPMENT: STRAPS,CM 36-00-000-73845 | 6,943.65 |
| | | | | | Total : | 6,943.65 |
| 1015 | 9/21/2020 | 012371 LIFE FITNESS | 1780131,211,212,214. | | TREADMILL, STAIR CLIMBER (#2 P/ 36-00-000-74032 | 27,033.64 |
| | | | | | Total : | 27,033.64 |
| 2 Vouchers for bank code : ap_ff | | | | | | Bank total : 33,977.29 |

vchlist
10/16/2020 9:44:13AM

Voucher List
Village of Tinley Park

Page: 2

Bank code : apbank

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u> | <u>Amount</u> |
|----------------|-------------|---------------------------------------|----------------|-------------|---|--|
| 189328 | 10/16/2020 | 002856 AIRY'S, INC | 24151 | | SET UP ACCESS ROAD METRA TR/ 71-00-000-75801 | 3,008.34 |
| Total : | | | | | | 3,008.34 |
| 189329 | 10/16/2020 | 002756 APCO INTERNATIONAL INC. | 747532 | VTP-018070 | APCO LAW ENFORCEMENT COMM 01-21-210-72140 | 419.00 |
| Total : | | | | | | 419.00 |
| 189330 | 10/16/2020 | 003166 B & J TOWING AND AUTO REPAIR | 17608 | | SAFETY INSPECTION 01-26-023-72266 01-26-024-72266 | 162.00 43.00 |
| Total : | | | | | | 205.00 |
| 189331 | 10/16/2020 | 010953 BATTERIES PLUS - 277 | P31944755 | | SLA 12-8F BATTERY 14-00-000-72550 | 140.00 |
| Total : | | | | | | 140.00 |
| 189332 | 10/16/2020 | 015212 BETTENHAUSEN AUTOMOTIVE | 112040 | | AA SWITCH 01-26-024-72540 | 114.75 |
| Total : | | | | | | 114.75 |
| 189333 | 10/16/2020 | 002974 BETTENHAUSEN CONSTRUCTION SERV | 200163 | | TRUCK TIME FOR SPOILS DELIVER 60-00-000-73681 63-00-000-73681 64-00-000-73681 01-26-023-72790 | 110.25 12.25 52.50 75.00 |
| | | | 200164 | | REMOVAL OF SPOILS FROM RECY 60-00-000-73681 63-00-000-73681 64-00-000-73681 01-26-023-72790 | 132.30 14.70 63.00 90.00 |
| | | | 200165 | | TRUCK FOR LIMESTONE ETC DELI 60-00-000-73860 63-00-000-73860 64-00-000-73860 01-26-023-73860 70-00-000-73860 | 75.60 8.40 36.00 60.00 20.00 |

vchlist
10/16/2020 9:44:13AM

Voucher List
Village of Tinley Park

Page: 3

Bank code : apbank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|------------|--------|----------------------------------|--------------|--|---|
| 189333 | 10/16/2020 | 002974 | 002974 BETTENHAUSEN CONSTRUCTION | | (Continued) | Total : 750.00 |
| 189334 | 10/16/2020 | 012966 | BOLING, THOMAS | 08-20 | SHAREPOINT MONTHLY MAINTENANCE 01-16-000-72650 | 1,387.50 Total : 1,387.50 |
| 189335 | 10/16/2020 | 010698 | BRADFORD SYSTEMS CORP. | 344451-1 | (2) 20"X20" DOOR FILTER PART #55 VTP-018046 01-17-205-72530 | 480.00 Total : 480.00 |
| 189336 | 10/16/2020 | 019624 | BROWN, PATRICIA | Ref001397045 | UB Refund Cst #00451577,overpmt 60-00-000-20599 | 100.85 Total : 100.85 |
| 189337 | 10/16/2020 | 014148 | CALL ONE | 330770 | VILLAGE LANDLINE PHONE SERVICE 01-19-000-72120 60-00-000-72120 63-00-000-72120 64-00-000-72120 01-17-205-72120 01-12-000-72120 01-14-000-72120 01-11-000-72120 01-12-000-72120 01-17-205-72120 01-19-000-72120 01-26-024-72120 01-33-310-72120 01-33-320-72120 60-00-000-72120 01-12-000-72120 01-14-000-72120 01-15-000-72120 01-17-205-72120 01-19-000-72120 01-19-020-72120 01-26-023-72120 | 2,281.85 2,804.60 311.62 1,335.53 1,504.14 231.25 620.00 5.20 11.98 11.98 2.60 3.13 3.13 3.13 7.79 69.94 233.73 42.32 139.87 62.57 21.16 27.60 |

vchlist
10/16/2020 9:44:13AM

Voucher List
Village of Tinley Park

Page: 4

Bank code : apbank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|------------|---------------------------------------|-------------|------------|----------------------------------|------------------|
| 189337 | 10/16/2020 | 014148 CALL ONE | (Continued) | | 01-26-024-72120 | 27.60 |
| | | | | | 01-33-300-72120 | 42.32 |
| | | | | | 01-33-310-72120 | 42.32 |
| | | | | | 01-33-320-72120 | 27.60 |
| | | | | | 01-35-000-72120 | 27.60 |
| | | | | | 01-53-000-72120 | 14.72 |
| | | | | | 01-26-023-72120 | 3.13 |
| | | | | | 60-00-000-72120 | 88.70 |
| | | | | | 63-00-000-72120 | 9.84 |
| | | | | | 64-00-000-72120 | 42.29 |
| | | | | | Total : | 10,061.24 |
| 189338 | 10/16/2020 | 003304 CARLIN-MORAN LANDSCAPE INC | 3278 | | MOWING SERVICES- MULTIPLE LO | |
| | | | | | 01-33-300-72744 | 1,200.00 |
| | | | | | Total : | 1,200.00 |
| 189339 | 10/16/2020 | 003328 CATCHING FLUIDPOWER INC | F99278-001 | | SEAL-LOK LIQUID GAUGES | |
| | | | | | 01-26-023-72530 | 37.80 |
| | | | | | Total : | 37.80 |
| 189340 | 10/16/2020 | 003243 CDW GOVERNMENT INC | 2035256 | | PROLINE 3M SMF DUPLEX LC/LC C | |
| | | | 2079172 | | 60-00-000-72565 | 21.19 |
| | | | 2198721 | | BLACK BOX FIBER1M MM | 8.62 |
| | | | 2327037 | | 01-16-000-72565 | 12.64 |
| | | | 2331334 | | CISCO CEILING GRID CLIPS | 105.63 |
| | | | 2374419 | | 01-16-000-72565 | 82.92 |
| | | | | VTP-018064 | 10FT CAT6 CABLES, DESKTOP SWI | 105.63 |
| | | | | | 01-17-225-72565 | 82.92 |
| | | | | | CAT6 CABLES | 82.92 |
| | | | | | 01-17-225-72565 | 82.92 |
| | | | | | APC SMART-UPS SMT2200C-UPS-1 | 854.13 |
| | | | | | 01-17-225-72565 | 854.13 |
| | | | | | Total : | 1,085.13 |
| 189341 | 10/16/2020 | 003137 CHRISTOPHER B.BURKE ENGINEERNG | 161243 | | 01.R160373.00007 POST 4 LIFT ST/ | |
| | | | | | 61-00-000-75320 | 2,135.00 |

vchlist
10/16/2020 9:44:13AM

Voucher List
Village of Tinley Park

Page: 5

Bank code : apbank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|----------------|------------|---------------------------------------|-----------------------|------------|--|--------------------|
| 189341 | 10/16/2020 | 003137 CHRISTOPHER B.BURKE ENGINEERNG | (Continued) 161244 | | 01.R160373.00002 INTERIM VILLAG 65-00-000-75310 | 431.00 |
| | | | 161246 | | 64-00-000-72840 01.R160373.00022 DRY UTILITY REI 27-00-000-72840 | 768.00 6,637.35 |
| Total : | | | | | | 9,971.35 |
| 189342 | 10/16/2020 | 014645 CHRISTY WEBBER LANDSCAPES | 78965 | VTP-017849 | MAINTENANCE FOR LANDSCAPE E 01-26-023-72881 | 19,670.03 |
| Total : | | | | | | 19,670.03 |
| 189343 | 10/16/2020 | 013820 CINTAS CORPORATION | 5034343530 | | MEDICINE CABINET FD#48 01-19-000-73115 | 187.07 |
| | | | 5034343552 | | MEDICINE CABINET FD#47 01-19-000-73115 | 313.18 |
| | | | 5034343553 | | MEDICINE CABINET - FD TRAINING 01-19-000-73115 | 142.00 |
| | | | 5034343574 | | MEDICINE CABINET FD#46 01-19-000-73115 | 271.79 |
| | | | 5034343582 | | MEDICINE CABINET - FD#49 01-19-000-73115 | 206.76 |
| Total : | | | | | | 1,120.80 |
| 189344 | 10/16/2020 | 019626 COCHRANE, CONCETTA | Ref001397047 | | UB Refund Cst #00465457 60-00-000-20599 | 49.79 |
| Total : | | | | | | 49.79 |
| 189345 | 10/16/2020 | 017298 COMCAST BUSINESS | 109220528 | | ACCT#930890410 ETHERNET SERV 01-14-000-72125 | 982.95 |
| Total : | | | | | | 982.95 |
| 189346 | 10/16/2020 | 012057 COMCAST CABLE | 8771401810010702 | | ACCT#8771401810010702 VH CABL 01-35-000-73870 | 8.18 |
| | | | 8771401810170142 | | ACCT#8771401810170142 VILLAGE 01-14-000-72125 | 233.35 |
| | | | 877401810296319 | | ACCT#8771401810296319 PUBLIC S | |

vchlist
10/16/2020 9:44:13AM

Voucher List
Village of Tinley Park

Page: 6

Bank code : apbank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|----------------|------------|--------------------------------------|-------------|------------|--------------------------------|------------------|
| 189346 | 10/16/2020 | 012057 COMCAST CABLE | (Continued) | | 01-14-000-72125 | 233.35 |
| Total : | | | | | | 474.88 |
| 189347 | 10/16/2020 | 018311 CONNECTION | 70200709 | | HP TONER | |
| | | | 70492948 | | 01-19-000-73110 | 614.20 |
| | | | 70492965 | | TONER CARTRIDGE | |
| | | | | | 01-15-000-73110 | 341.91 |
| | | | | | TONER CARTRIDGE | |
| | | | | | 01-17-205-73110 | 129.82 |
| Total : | | | | | | 1,085.93 |
| 189348 | 10/16/2020 | 012410 CONSERV FS, INC. | 66039176 | | CONSERV FS SUNNY | |
| | | | | | 01-26-023-73680 | 270.63 |
| Total : | | | | | | 270.63 |
| 189349 | 10/16/2020 | 012826 CONSTELLATION NEWENERGY, INC. | 18431261701 | | ACCT#875222 UTIL#3613125002CU | |
| | | | 18431262001 | | 64-00-000-72510 | 628.47 |
| | | | 18431262601 | | ACCT#875223UTIL#3670129006CU | |
| | | | | | 64-00-000-72510 | 265.22 |
| | | | 18431272201 | | ACCT#875224 UTIL#3784068018 CL | |
| | | | | | 60-00-000-72510 | 4,830.32 |
| | | | | | 63-00-000-72510 | 4,830.31 |
| | | | | | ACCT#875227 UTIL#5095140029 CL | |
| | | | | | 64-00-000-72510 | 2,372.22 |
| Total : | | | | | | 12,926.54 |
| 189350 | 10/16/2020 | 019531 COOK COUNTY TREASURER | 2020-3 | | MAINTENANCE OF TRAFFIC SIGNA | |
| | | | | | 70-00-000-72775 | 835.50 |
| | | | | | 01-26-024-72775 | 5,462.75 |
| Total : | | | | | | 6,298.25 |
| 189351 | 10/16/2020 | 000550 CUPKAKE'S FAM FUN TIME CLOWNS | 100120 | VTP-018062 | MAGICIAN AND JUGGLER FOR BO | |
| | | | | | 01-35-000-72923 | 825.00 |
| Total : | | | | | | 825.00 |
| 189352 | 10/16/2020 | 016393 CUSTOM PATCHES INC | 2584758 | | CUSTOM DESIGNED PATCHES | |

vchlist
10/16/2020 9:44:13AM

Voucher List
Village of Tinley Park

Page: 7

Bank code : apbank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|------------|---------------------------------------|--------------|------|--|-------------------------|
| 189352 | 10/16/2020 | 016393 CUSTOM PATCHES INC | (Continued) | | 01-19-000-73870 | 454.48 |
| | | | | | | Total : 454.48 |
| 189353 | 10/16/2020 | 003770 DUSTCATCHERS INC | 76602 | | MATS-VH | 65.93 |
| | | | 76604 | | 01-26-025-72790 MATS-PW GARAGE 01-26-025-72790 | 99.08 |
| | | | | | | Total : 165.01 |
| 189354 | 10/16/2020 | 016399 EBNER, MICHAEL E | 101220 | | DJ SERVICES FOR BOO BASH 01-35-000-72923 | 250.00 |
| | | | | | | Total : 250.00 |
| 189355 | 10/16/2020 | 011176 ELEMENT GRAPHICS & DESIGN, INC | 16645 | | FORD INTERCEPTOR - GRAPHICS 01-17-205-72540 | 530.70 |
| | | | | | | Total : 530.70 |
| 189356 | 10/16/2020 | 004362 FIVE ALARM FIRE & SAFETY EQUIP | 200051-1 | | UNIFIRE 55LINK SABRE TOOTH CA 01-19-000-72530 | 426.48 |
| | | | | | | Total : 426.48 |
| 189357 | 10/16/2020 | 015058 FLEETPRIDE | 60691097 | | BRAKE CHMBR 60-00-000-72540 63-00-000-72540 64-00-000-72540 | 31.50 10.50 18.00 |
| | | | 60691207 | | RUBBER MUD FLAP 60-00-000-72540 63-00-000-72540 64-00-000-72540 | 10.99 3.66 6.29 |
| | | | 60755458 | | BRACKET 60-00-000-72540 63-00-000-72540 64-00-000-72540 | 9.36 3.12 5.34 |
| | | | | | | Total : 98.76 |
| 189358 | 10/16/2020 | 019625 FLYNN, MICHAEL & NANCY | Ref001397046 | | UB Refund Cst #00457777,overpmt | |

vchlist
10/16/2020 9:44:13AM

Voucher List
Village of Tinley Park

Page: 8

Bank code : apbank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|------------|-------------------------------|-------------|------|---|---|
| 189358 | 10/16/2020 | 019625 FLYNN, MICHAEL & NANCY | (Continued) | | 60-00-000-20599 | 773.00 |
| | | | | | Total : | 773.00 |
| 189359 | 10/16/2020 | 012941 FMP | 52-468109 | | HEATED OXYGEN (SLP) 01-19-000-72540 | 93.60 |
| | | | | | Total : | 93.60 |
| 189360 | 10/16/2020 | 004185 FOREST LUMBER COMPANY | 61668 | | POLY LAWN RAKE 01-26-023-73410 | 119.88 |
| | | | | | Total : | 119.88 |
| 189361 | 10/16/2020 | 018387 GBJ SALES, LLC | 3144 | | GLOVES 01-26-024-73845 01-26-023-73845 60-00-000-73845 63-00-000-73845 64-00-000-73845 | 214.70 429.40 270.52 30.06 128.82 |
| | | | 3253 | | ALCOHOL WIPES, FOAMING HAND 01-26-025-73580 | 720.00 |
| | | | 3313 | | GLOVES 01-26-024-73845 01-26-023-73845 60-00-000-73845 63-00-000-73845 64-00-000-73845 | 99.38 198.76 125.22 13.91 59.63 |
| | | | | | Total : | 2,290.40 |
| 189362 | 10/16/2020 | 019621 GGB CONSTRUCTION INC | 100920 | | STICKER REFUND - SOLD TRUCK 06-00-000-79005 | 35.00 |
| | | | | | Total : | 35.00 |
| 189363 | 10/16/2020 | 004438 GRAINGER | 9668957260 | | ELECTRONICS WIPES 01-26-025-73580 | 92.92 |
| | | | 9669548001 | | MARKING TAP,STEEL/PLASTIC 01-26-023-73870 | 45.34 |
| | | | 9670033001 | | DRAIN CLEANER | |

vchlist
10/16/2020 9:44:13AM

Voucher List
Village of Tinley Park

Page: 9

Bank code : apbank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|------------|-----------------------------------|--------------|------------|---|-----------------|
| 189363 | 10/16/2020 | 004438 GRAINGER | (Continued) | | | |
| | | | 9670033019 | | 01-26-025-73580 FUSE | 151.60 |
| | | | | | 60-00-000-72528 | 131.48 |
| | | | | | 63-00-000-72528 | 131.47 |
| | | | 9670456715 | | AIR COCK MNPTXFNPT HEXAGON | |
| | | | | | 60-00-000-72528 | 114.70 |
| | | | | | 63-00-000-72528 | 114.70 |
| | | | 9670456723 | | AIR COCK,MNPT HEXAGON SHOUL | |
| | | | | | 60-00-000-72528 | 39.15 |
| | | | | | 63-00-000-72528 | 39.15 |
| | | | 9670659359 | | LEAD TEST, 18 IN. | |
| | | | | | 01-26-024-73410 | 70.88 |
| | | | 9672791713 | | TOILET BOWL CLEANER | |
| | | | | | 01-26-025-73580 | 41.04 |
| | | | | | Total : | 972.43 |
| 189364 | 10/16/2020 | 019627 HAZARDOUS WASTE HAULERS | Ref001397048 | | UB Refund Cst #00495809 | |
| | | | | | 60-00-000-20599 | 69.35 |
| | | | | | Total : | 69.35 |
| 189365 | 10/16/2020 | 018712 HIGH TOUCH HIGH TECH | 0514 | VTP-018069 | INTERACTIVE BOOTH FOR BOO B/ 01-35-000-72923 | 500.00 |
| | | | | | Total : | 500.00 |
| 189366 | 10/16/2020 | 001487 HOMEWOOD DISPOSAL SERVICE | 100120 | | LATE FEE FOR INV#7132259 AND 7 | |
| | | | 7100179 | | 01-26-023-72890 | 11.29 |
| | | | | | LINERS, 6 CASES | |
| | | | | | 01-26-025-73580 | 390.00 |
| | | | 7132259 | | 30YD EXCHANGE HAUL AND DUMP | |
| | | | | | 01-26-023-72890 | 366.70 |
| | | | | | Total : | 767.99 |
| 189367 | 10/16/2020 | 014178 ICS COLLECTION SERVICE INC | 093020 | | COLLECTIONS FOR J.DOLCE AND I | |
| | | | | | 01-14-000-72790 | 1,216.65 |
| | | | | | Total : | 1,216.65 |

vchlist
10/16/2020 9:44:13AM

Voucher List
Village of Tinley Park

Page: 10

Bank code : apbank

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u> | <u>Amount</u> |
|----------------|-------------|---------------------------------------|----------------|-------------|--|---|
| 189368 | 10/16/2020 | 005123 ILLINOIS FIRE INSPECTORS ASSOC | 21484 | | JULY 23,2020 ZOOM SEMINAR D.RI 14-00-000-72140 | 50.00 Total : 50.00 |
| 189369 | 10/16/2020 | 015497 ILLINOIS SECRETARY OF STATE | 100920 | | RENEWAL FOR 2015 TOYOTA RAV4 01-17-205-72860 | 151.00 Total : 151.00 |
| 189370 | 10/16/2020 | 004985 ILLINOIS STATE TOLL HWY AUTH | G123000002384 | | ACCT#\$9944 TOLL 7/1-9/30/20 01-17-205-72130 | 182.65 Total : 182.65 |
| 189371 | 10/16/2020 | 005127 INGALLS OCCUPATIONAL MEDICINE | 291385 | | DRUG SCREENING G.YAKSICH 60-00-000-72150 63-00-000-72150 64-00-000-72150 | 20.65 20.65 17.70 |
| | | | 291536 | | EMPLOYMENT SCREENING TESTS 01-14-000-72985 01-42-000-72855 01-26-025-72735 | 65.00 59.00 79.00 Total : 262.00 |
| 189372 | 10/16/2020 | 016900 JPK CAPITAL, LTD | Ref001359515. | | UB REFUND CST#00504428 - 8616 I 60-00-000-20599 | 189.19 Total : 189.19 |
| 189373 | 10/16/2020 | 014190 LEHIGH HANSON | 5847092 | | BED/BACKFILL GRADE8 STONE 70-00-000-73860 60-00-000-73860 63-00-000-73860 64-00-000-73860 01-26-023-73860 | 95.45 360.79 40.09 171.80 286.34 Total : 954.47 |
| 189374 | 10/16/2020 | 019628 LSF9 MASTER PARTICIPATION TRST | Ref001397049 | | UB Refund Cst #00504517 60-00-000-20599 | 59.00 Total : 59.00 |

vchlist
10/16/2020 9:44:13AM

Voucher List
Village of Tinley Park

Page: 11

Bank code : apbank

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u> | <u>Amount</u> |
|----------------|-------------|-------------------------------------|-----------------|-------------|--|-------------------|
| 189375 | 10/16/2020 | 019379 MACQUEEN EMERGENCY GROUP | W00543 | | SERVICE FOR ENFORCER PUMPEI 01-19-000-72540 | 632.31 |
| | | | | | Total : | 632.31 |
| 189376 | 10/16/2020 | 005644 MARTIN IMPLEMENT | P29704 | | BLADE 01-26-023-72530 | 110.63 |
| | | | | | Total : | 110.63 |
| 189377 | 10/16/2020 | 006074 MENARDS | 94282 | | EMA GARAGE ITEMS 01-21-000-72530 | 43.44 |
| | | | 94300 | | SMOKE ALARMS 01-19-020-73605 | 55.00 |
| | | | | | Total : | 98.44 |
| 189378 | 10/16/2020 | 012517 MERIDIAN IT INC | 481878 | | NETMOTION DMZ MIGRATION,WAT 01-16-000-72650 | 925.00 |
| | | | | | Total : | 925.00 |
| 189379 | 10/16/2020 | 019623 MISFITS CONSTRUCTION COMPANY | 2021004-01 | | STREAMBANK STABILIZATION IMPF 65-00-000-75310 | 102,960.00 |
| | | | | | Total : | 102,960.00 |
| 189380 | 10/16/2020 | 017764 MONTANA & WELCH, LLC. | 12998 | | LICENSE HEARINGS JPW 8/5/20 A 01-14-000-72876 | 1,170.00 |
| | | | | | Total : | 1,170.00 |
| 189381 | 10/16/2020 | 015723 NICOR | 06-82-16-1000 0 | | ACCT#06821610000 METER 276933 60-00-000-72511 | 14.69 |
| | | | | | 63-00-000-72511 | 14.69 |
| | | | | | 64-00-000-72511 | 12.58 |
| | | | 09-97-74-1000 1 | | ACCT#09977410001 METER 514688 01-26-025-72511 | 161.35 |
| | | | 12-21-36-1000 4 | | ACCT#12213610004 METER 503139 01-26-025-72511 | 176.57 |
| | | | | | Total : | 379.88 |
| 189382 | 10/16/2020 | 006221 NORTHERN SAFETY CO. INC. | 904161189 | | HAND AND SURFACE SANITIZER S 01-26-025-72525 | 119.88 |

vchlist
10/16/2020 9:44:13AM

Voucher List
Village of Tinley Park

Page: 12

Bank code : apbank

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u> | <u>Amount</u> |
|----------------|-------------|---------------|---------------------------------|---------------------|--------------------------------|-----------------------|
| 189382 | 10/16/2020 | 006221 | 006221 NORTHERN SAFETY CO. INC. | (Continued) | | Total : 119.88 |
| 189383 | 10/16/2020 | 013096 | PACE SYSTEMS INC | IN00033212 | SMART KIT | |
| | | | | IN00033294 | 01-16-000-72565 | 340.00 |
| | | | | | HPE MIDLINE HARD DRIVE 1 TB | |
| | | | | | 01-16-000-72565 | 500.00 |
| | | | | | Total : | 840.00 |
| 189384 | 10/16/2020 | 006475 | PARK ACE HARDWARE | 064409/1 | ACCT#9404 VELCRO | |
| | | | | 064411/1 | 01-19-000-73870 | 12.99 |
| | | | | | ACCT#891431 FLEXSEAL SPRAY | |
| | | | | | 60-00-000-73410 | 26.18 |
| | | | | | 63-00-000-73410 | 2.91 |
| | | | | | 64-00-000-73410 | 12.47 |
| | | | | 064419/1 | ACCT#891431 EAR BLUGS, TAPE,P | |
| | | | | | 64-00-000-72525 | 27.16 |
| | | | | | Total : | 81.71 |
| 189385 | 10/16/2020 | 019629 | PETRINI, MARTINO | Ref001397050 | UB Refund Cst #00509798 | |
| | | | | | 60-00-000-20599 | 32.99 |
| | | | | | Total : | 32.99 |
| 189386 | 10/16/2020 | 006597 | PITNEY BOWES PURCHASE POWER | 8000-9000-0107-6300 | ACCT#8000-9000-0107-6300 POSTA | |
| | | | | | 01-33-300-72110 | 374.05 |
| | | | | | 01-13-000-72110 | 124.85 |
| | | | | | 01-17-217-72110 | 97.70 |
| | | | | | 01-21-000-72110 | 1.00 |
| | | | | | 01-14-000-72110 | 575.70 |
| | | | | | 14-00-000-72110 | 71.50 |
| | | | | | 01-19-020-72110 | 71.90 |
| | | | | | 01-35-000-72110 | 1.45 |
| | | | | | 01-33-310-72110 | 72.85 |
| | | | | | 01-41-056-72110 | 0.50 |
| | | | | | 06-00-000-72110 | 1.50 |
| | | | | | 01-41-050-72110 | 108.50 |
| | | | | | 60-00-000-72110 | 233.03 |
| | | | | | 64-00-000-72110 | 99.87 |

vchlist
10/16/2020 9:44:13AM

Voucher List
Village of Tinley Park

Page: 13

Bank code : apbank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|------------|--------------------------------------|----------------------|------|--------------------------------|-----------------|
| 189386 | 10/16/2020 | 006597 PITNEY BOWES PURCHASE POWER | (Continued) | | | |
| | | | 8000-9000-0107-6300. | | 01-14-000-72110 | 286.45 |
| | | | | | ACCT#8000-9000-0107-6300 POSTA | |
| | | | | | 01-14-000-72110 | 539.00 |
| | | | | | 01-33-300-72110 | 589.00 |
| | | | | | 01-41-040-72110 | 25.73 |
| | | | | | 01-13-000-72110 | 47.85 |
| | | | | | 01-41-046-72110 | 48.00 |
| | | | | | 01-17-217-72110 | 43.50 |
| | | | | | 01-21-000-72110 | 0.50 |
| | | | | | 01-14-000-72110 | 1,044.53 |
| | | | | | 14-00-000-72110 | 201.45 |
| | | | | | 01-19-020-72110 | 106.15 |
| | | | | | 01-35-000-72110 | 200.75 |
| | | | | | 01-33-310-72110 | 133.30 |
| | | | | | 01-42-000-73870 | 0.50 |
| | | | | | 06-00-000-72110 | 1,324.10 |
| | | | | | 60-00-000-72110 | 473.55 |
| | | | | | 64-00-000-72110 | 202.95 |
| | | | | | 01-26-025-73870 | 8.30 |
| | | | | | Total : | 7,110.01 |
| 189387 | 10/16/2020 | 006507 POSTMASTER, U. S. POST OFFICE | 101420 | | REPLENISH RETURN SERVICE AC(| |
| | | | | | 01-17-205-72110 | 100.00 |
| | | | | | Total : | 100.00 |
| 189388 | 10/16/2020 | 006850 QUILL CORPORATION | 11075714 | | RUBBERBANDS | |
| | | | 11102781 | | 01-33-300-73110 | 70.04 |
| | | | 11110659 | | FOLDERS, ENVELOPES, NOTEBOC | |
| | | | 1134956 | | 01-33-300-73110 | 370.74 |
| | | | | | STAPLES | |
| | | | | | 01-33-300-73110 | 7.05 |
| | | | | | CREDIT RUBBERBAND ORDER INV | |
| | | | | | 01-33-300-73110 | -70.04 |
| | | | | | Total : | 377.79 |
| 189389 | 10/16/2020 | 014412 RAINS, SCOTT | 100820 | | POLICE DOG FOOD | |

vchlist
10/16/2020 9:44:13AM

Voucher List
Village of Tinley Park

Page: 14

Bank code : apbank

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u> | <u>Amount</u> |
|----------------|-------------|--------------------------------------|----------------|-------------|--|-----------------|
| 189389 | 10/16/2020 | 014412 RAINS, SCOTT | (Continued) | | 01-17-220-72240 | 56.99 |
| | | | | | Total : | 56.99 |
| 189390 | 10/16/2020 | 017584 RELADYNE | 1307280-IN | | AFL API CERTIFIED DEF DR 9522AF 01-19-000-72540 | 161.70 |
| | | | | | Total : | 161.70 |
| 189391 | 10/16/2020 | 006870 RELIABLE FIRE EQUIPMENT | 27237 | | 6YR COMPLIANCE 10#RES-ABC,RE 01-19-000-72535 | 79.05 |
| | | | | | Total : | 79.05 |
| 189392 | 10/16/2020 | 006874 ROBINSON ENGINEERING CO. LTD. | 20100014 | | 12-238 TP 80TH AV PROJ COORDIN 30-00-000-75810 | 2,929.50 |
| | | | | | Total : | 2,929.50 |
| 189393 | 10/16/2020 | 015712 SANDENO EAST INC | 5566 | | N-30 SURFACE 01-26-023-73780 | 316.50 |
| | | | | | Total : | 316.50 |
| 189394 | 10/16/2020 | 007092 SAUNORIS | 640577 | | SOD 01-26-023-73680 | 668.00 |
| | | | 640627 | | SOD 01-26-023-73680 | 341.00 |
| | | | | | Total : | 1,009.00 |
| 189395 | 10/16/2020 | 013043 SITE DESIGN GROUP, LTD. | 7482PH2-38 | | LANDSCAPE PLANNING | |
| | | | 7698-59 | VTP-017897 | 01-26-023-72847 | 761.25 |
| | | | 7946-1 | VTP-017852 | NATURALIZED STORMWATER MAIN 01-26-023-72847 | 1,195.00 |
| | | | 7947-20 | VTP-017834 | FIELD INSPECTIONS 01-26-023-72847 | 598.75 |
| | | | 8081-31 | VTP-017842 | LAWN TREATMENT AREAS 01-26-023-72847 | 66.25 |
| | | | 8322-25 | VTP-017892 | PLANTERS 01-26-023-72847 | 197.50 |
| | | | | | FAIRFIELD GLEN POND RESTORAT | |

vchlist
10/16/2020 9:44:13AM

Voucher List
Village of Tinley Park

Page: 15

Bank code : apbank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|------------|------------------------------------|-------------|------------|---|------------------|
| 189395 | 10/16/2020 | 013043 SITE DESIGN GROUP, LTD. | (Continued) | | | |
| | | | 8323-26 | VTP-017820 | 30-00-000-73681 APPLE LANE POND RESTORATION | 2,788.75 |
| | | | 8498-21 | VTP-017819 | 30-00-000-73681 URBN FORESTRY PROGRAM | 2,023.75 |
| | | | 8803-07 | VTP-017837 | 01-26-023-72847 MAINTENANCE OF LANDSCAPE BE | 3,958.75 |
| | | | | VTP-017847 | 01-26-023-72847 | 666.25 |
| | | | | | Total : | 12,256.25 |
| 189396 | 10/16/2020 | 002592 SPOK, INC. | D6092566V | | ACCT#6092566-6 PAGER SERVICE 01-17-205-72125 | 68.78 |
| | | | | | Total : | 68.78 |
| 189397 | 10/16/2020 | 018291 SUPERIOR PUMPING SERV,LLC | 2251 | | LIFT STATION SERVICE 64-00-000-72525 | 922.20 |
| | | | 2266 | | PUMP#2 SERVICE 64-00-000-72525 | 1,342.20 |
| | | | | | Total : | 2,264.40 |
| 189398 | 10/16/2020 | 019620 SUPREME WINDOWS | 100620 | | OVERPAID FOR CONTRACTORS LI 01-14-000-79015 | 50.00 |
| | | | | | Total : | 50.00 |
| 189399 | 10/16/2020 | 011248 TEMPERATURE EQUIPMENT CORP. | 6473728-00 | | PW HVAC - HH18HA138 01-26-025-72520 | 8.70 |
| | | | | | Total : | 8.70 |
| 189400 | 10/16/2020 | 018724 THE LOCKER SHOP | OES 79335 | | CAP,SHIRT,BOOTS 01-19-000-73610 | 263.00 |
| | | | OES 79336 | | SHIRTS,SHORTS,CAP 01-19-000-73610 | 138.00 |
| | | | OES 79337 | | SHIRTS,SWEATPANTS,SHORT 01-19-000-73610 | 244.00 |
| | | | OES 79338 | | CARGO SHORT 01-19-000-73610 | 49.00 |
| | | | OQ 79334 | | BOOTS | |

vchlist
10/16/2020 9:44:13AM

Voucher List
Village of Tinley Park

Page: 16

Bank code : apbank

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u> | <u>Amount</u> |
|----------------|-------------|---------------------------------------|----------------|-------------|--|-----------------|
| 189400 | 10/16/2020 | 018724 THE LOCKER SHOP | (Continued) | | | |
| | | | OS 76631 | | 01-19-000-73610 CARGO SHORT | 159.00 |
| | | | S 78128 | | 01-19-000-73610 INSOLES,BOOTS,SHIRT,BELT,NAMI | 49.00 |
| | | | S 78855 | | 01-19-000-73610 SHIRTS | 350.00 |
| | | | | | 01-19-000-73610 | 34.00 |
| | | | | | Total : | 1,286.00 |
| 189401 | 10/16/2020 | 013200 TRIBUNE PUBLISHING COMPANY | 025887544000 | | SEPT'20 CLASSIFIED LISTINGS | |
| | | | | | 01-33-300-72330 | 138.00 |
| | | | | | Total : | 138.00 |
| 189402 | 10/16/2020 | 008040 UNDERGROUND PIPE & VALVE CO | 045103-01 | | CLAMPS | |
| | | | | VTP-018053 | 60-00-000-73630 | 470.61 |
| | | | | VTP-018053 | 63-00-000-73630 | 52.29 |
| | | | | VTP-018053 | 64-00-000-73630 | 224.10 |
| | | | | | Total : | 747.00 |
| 189403 | 10/16/2020 | 012368 VISION INTEGRATED GRAPHICS,LLC | 540011 | | SEPTEMBER'20 LATE NOTICES | |
| | | | | | 60-00-000-72310 | 700.80 |
| | | | | | 64-00-000-72310 | 300.34 |
| | | | 540012 | | SEPTEMBER'20 WATER BILLS | |
| | | | | | 60-00-000-72310 | 1,147.21 |
| | | | | | 64-00-000-72310 | 491.66 |
| | | | | | Total : | 2,640.01 |
| 189404 | 10/16/2020 | 010165 WAREHOUSE DIRECT WORKPL SOLTNS | 4782077-0 | | CREAMER | |
| | | | | | 01-26-024-73115 | 11.39 |
| | | | | | 60-00-000-73115 | 15.95 |
| | | | | | 64-00-000-73115 | 6.84 |
| | | | | | 01-26-023-73115 | 22.79 |
| | | | 478927-0 | | PAPER | |
| | | | | | 01-26-025-73110 | 257.04 |
| | | | | | Total : | 314.01 |

vchlist
10/16/2020 9:44:13AM

Voucher List
Village of Tinley Park

Page: 17

Bank code : apbank

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u> | <u>Amount</u> |
|----------------|-------------|-------------------------|----------------|-------------|--------------------------------|---------------|
| 189405 | 10/16/2020 | 015154 WELLS FARGO BANK | 1893079 | | PAYING AGENT FEE TIN309GOR TII | |
| | | | | | 31-00-000-96200 | 125.00 |
| | | | | | 60-00-000-96200 | 43.75 |
| | | | | | 63-00-000-96200 | 43.75 |
| | | | | | 64-00-000-96200 | 37.50 |
| | | | | | Total : | 250.00 |

78 Vouchers for bank code : apbank

Bank total : 222,792.33

vchlist
10/16/2020 9:44:13AM

Voucher List
Village of Tinley Park

Page: 18

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> |
|--|-------------|---------------|-------------------------------|--------------|---|------------------------------------|
| 2799 | 10/13/2020 | 018837 | INSURANCE PROGRAM MANAGERS GR | 200803W006 | PAYEE-ALIGN NETWORKS INC 01-14-000-72542 | 268.82 |
| | | | | | Total : | 268.82 |
| 2800 | 10/13/2020 | 018837 | INSURANCE PROGRAM MANAGERS GR | 200803W006-2 | PAYEE-ALIGN NETWORKS INC 01-14-000-72542 | 268.82 |
| | | | | | Total : | 268.82 |
| 2801 | 10/13/2020 | 018837 | INSURANCE PROGRAM MANAGERS GR | 200803W006-3 | PAYEE-ALIGN NETWORKS INC 01-14-000-72542 | 268.82 |
| | | | | | Total : | 268.82 |
| 2802 | 10/13/2020 | 018837 | INSURANCE PROGRAM MANAGERS GR | 200528W014 | PAYEE-INGALLS OCCUPATIONAL H 01-14-000-72542 | 472.25 |
| | | | | | Total : | 472.25 |
| 2803 | 10/13/2020 | 018837 | INSURANCE PROGRAM MANAGERS GR | 200803W006-4 | PAYEE-LOYOLA UNIVERSITY MED (C 01-14-000-72542 | 435.85 |
| | | | | | Total : | 435.85 |
| 2804 | 10/13/2020 | 018837 | INSURANCE PROGRAM MANAGERS GR | 200803W006-5 | PAYEE-PAMELA YOUNKER 01-14-000-72542 | 1,113.02 |
| | | | | | Total : | 1,113.02 |
| 6 Vouchers for bank code : ipmq | | | | | | Bank total : 2,827.58 |
| 86 Vouchers in this report | | | | | | Total vouchers : 259,597.20 |

vchlist
10/16/2020 9:44:13AM

Voucher List
Village of Tinley Park

Page: 19

Bank code : ipmq

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|----------------|-------------|---------------|----------------|-------------|----------------------------|---------------|
|----------------|-------------|---------------|----------------|-------------|----------------------------|---------------|

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-064

**AN ORDINANCE AMENDING ORDINANCE 91-O-083 TO PERMIT AN
CAR WASH AS A PERMITTED USE IN THE NORTH CREEK GAS N
WASH 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

ORDINANCE NO. 2020-O-064**AN ORDINANCE AMENDING ORDINANCE 91-O-083 TO PERMIT AN CAR WASH AS A PERMITTED USE IN THE NORTH CREEK GAS N WASH RESUBDIVISION**

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

WHEREAS, the Village of Tinley Park (“Village”) previously approved Ordinance No. 91-O-083 establishing the North Creek Business Park Planned Unit Development (“North Creek PUD”); and

WHEREAS, a petition for the granting of an amendment to the North Creek PUD (“Amendment”) to permit a car wash as a permitted use at 18421 West Creek Drive and 7451 183rd Street, Tinley Park, Illinois (“Subject Property”) has been filed by Leonard McEnery, on behalf of Lenny’s Food N Fuel 183rd Street, LLC (“Petitioner”) with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and has been processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, said Plan Commission held a public hearing on the question of whether the Amendment should be granted on October 1, 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 vote 4-0 and has filed its report and findings and recommendations that the proposed Amendment be approved with this President and Board of Trustees, and this Board of Trustees has duly considered said report of findings and recommendations; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve said Amendment; and

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

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

SECTION 2: That the President and Board of Trustees of the Village of Tinley Park, hereby approve and accept said Amendment to the North Creek PUD as defined in Ordinance No. 91-O-083, attached hereto as Exhibit 1, to add the following underlined permitted uses in alphanumerical order:

- A. The permitted uses shall be those “principal uses” as set forth in the Tinley Park Zoning Ordinance for ORI Office and Restricted Industrial District. Also, the following additional uses shall be permitted.
1. Automobile service (gas) station with a convenience store in the North Creek Food N Fuel/Gas N Wash Resubdivision. (Ord. #2019-O-075)
 2. Banks and financial institutions, including drive-ins and cash stations.
 3. Car wash in the North Creek Food N Fuel/Gas N Wash Resubdivision.
 4. Clubs, memberships, including health clubs, tennis, racquetball, handball and swim clubs.
 5. Dinner theaters and theaters.
 6. Day care centers.
 7. Hotels, and incidental retail uses.
 8. Office supply and computer stores.
 9. Product showrooms.
 10. Recording studios.
 11. Warehousing, wholesale establishments, and distribution facilities.

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

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

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

PASSED THIS 17th day of November, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 17th day of November, 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-064, “AN ORDINANCE AMENDING ORDINANCE 91-O-083 TO PERMIT AN CAR WASH AS A PERMITTED USE IN THE NORTH CREEK GAS N WASH RESUBDIVISION,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on November 17, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of November, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

SUBJECT: MINUTES OF THE OCTOBER 1, 2020 REGULAR MEETING

ITEM #1 Workshop/Public Hearing – Lenny’s Food N Fuel – 18421 West Creek Drive – Special Use Permit for a Substantial Deviation with exceptions

Consider recommending that the Village Board grant Leonard McEnery on behalf of Lenny’s Food N Fuel 183rd Street, LLC (Contract Purchaser) an amendment to the North Creek Business Park Planned Unit Development Ordinance (Ord. 91-O-083) to permit an automobile car wash to be a Special Use on the subject property. Additionally, to grant a Special Use Permit for a Substantial Deviation with exceptions from the Zoning Ordinance for the property located at 18421 West Creek Drive in the ORI PUD (Office and Restricted Industrial, North Creek Business Park PUD) zoning district. The requests will include Site Plan Approval and Final Plat Approvals to allow for the addition of a car wash to the previously approved automobile service (gas) station and convenience store site.

Present Plan Commissioners: Chairman Garrett Gray (Participated electronically)
Steven Vick (Participated electronically)
Eduardo Mani (Participated electronically)
Lucas Engel (Participated electronically)
Kehla West (Participated electronically)
James Gaskill

Absent Plan Commissioners: Angela Gatto
Mary Aitchison

Village Officials and Staff: Paula Wallrich, Planning Manager (Participated electronically)
Barbara Bennett, Commission Secretary

Guests: Len McEnery, Applicant
Lyman Tieman, Attorney
Brian Hertz, MG2A - Civil Engineer

Paula Wallrich, Planning Manager, presented the Staff Report. She noted that the Staff Report has been distributed to the Plan Commission, the Applicant and is posted on the website in its entirety. The staff report is attached to these minutes and made a part of the meeting record.

CHAIRMAN GRAY asked the Applicant to comment.

Lyman Tieman, Attorney for the Applicant introduced himself, Mr. McEnery and Mr. Hertz and noted he believes they are in tune with the findings of staff on this development and also agree to the conditions indicated in the staff report. He will answer any questions. Mr. McEnery also noted staff did an excellent job of presenting the staff report.

CHAIRMAN GRAY asked for comments from the Commissioners.

COMMISSIONER ENGEL noted he supported the Gas Station and the Car Wash will be a great addition. The Petitioner has agreed to resolve any issues the staff has and he is happy moving forward with this. It will be a great addition to the Village.

COMMISSIONER MANI asked for clarification on the landscape waivers. He questioned which trees will be omitted.

Ms. Wallrich noted the bird's eye view looking east is accurate. Per the landscape plan there are street trees and 5 or 6 trees in the parking lot. There are 4 other trees required, but she noted they would obscure the building and signage.

COMMISSIONER MANI noted he is concerned about impacting the integrity of the PUD. He does not want to see the integrity fade away. He drives past this property several times a day and he does not want to see a hole and he felt the plan is not up to the standards/charm/character of the code.

Ms. Wallrich replied this will be a heavier landscaped property than most of the other properties in the immediate area. She noted that landscaping is one of the things Mr. McEnery does well with his other properties, not only in terms of installing, but also in maintaining. Staff stated she felt the proposed landscape plan meets the intent of the code.

COMMISSIONER MANI noted the petitioner is requesting a substantial deviation regarding the sign on the east side. He thinks this is too much and is above and beyond what code allows.

COMMISSIONER WEST agreed with COMMISSIONER MANI regarding the degree of deviation and the stated intent of the area. She agrees with staff that the deviation makes sense, given the business and also given what else is in the area. She thanks staff for a very thorough report.

COMMISSIONER GASKILL is satisfied with everything.

CHAIRMAN GRAY noted he agrees with staff's recommendation. He is okay with the setback exception and the parking in the front yard. It is screened well from West Creek Drive and based on the other Food N Fuel's with car washes, the sites look generally clean and well maintained.

He agrees with staff's recommendation of the canopy columns matching the canopy. He likes the fact that the lots are being consolidated. The extra curb cut is okay. He agrees with COMMISSIONER MANI and wonders if there is a need for a car wash sign on the east side. From the conceptual view it looked like the trees obscured most of building and this is great for most of the surrounding businesses across from the pond. This is not a deal breaker, but he does not feel a sign is necessary in this area. There is a good buffer to the east of the building and will not disturb the charm of the area. It will fit very tastefully.

A Motion was made by COMMISSIONER ENGEL, seconded by COMMISSIONER WEST to open the Public Hearing for Lenny's Gas N Fuel (Car Wash Addition)

AYE: COMMISSIONERS MANI, ENGEL, GASKILL, WEST and CHAIRMAN GRAY.

NAY: None.

CHAIRMAN GRAY declared the Motion approved by voice vote.

CHAIRMAN GRAY noted he had confirmation of the legal notice for this public hearing be published in the local newspaper as required by state law.

Anyone wishing to speak on this matter will be sworn in after staff's presentation.

Ms. Wallrich noted she had nothing more to add except the trees on the west of the building are deciduous trees and there is a good point that in the summer you would not see the car wash sign but in the winter you would.

CHAIRMAN GRAY asked the Applicant for comments.

Mr. Tieman noted he had nothing more to add and they have heard the report that was prepared and want to make it part of the public record. He noted they have no comments or changes to that report to add. They are fine with any conditions that are placed upon them as indicated in the report.

CHAIRMAN GRAY asked for comments from the public.

Ms. Wallrich noted an email was sent in by Mr. Vivek Iyengar, MD, owner of Dermatology Associates at 18425 West Creek Drive. He did not find any opposition to the car wash. He had questions as to the traffic flow and asked for all traffic to enter and exit from 183rd Street and to add a traffic light. He also commented on signage, because he has signage issues on his own building.

Ms. Wallrich tried to reach him by phone and was unable to do so prior to the meeting.

A Motion was made by COMMISSIONER GASKIL, seconded by COMMISSIONER ENGEL to close the Public Hearing for Lenny's Gas N Fuel (Car Wash Addition)

AYE: COMMISSIONERS MANI, ENGEL, GASKILL, WEST and CHAIRMAN GRAY.

NAY: None.

CHAIRMAN GRAY declared the Motion approved by voice vote.

Ms. Wallrich presented the Standards for Special Use, Site Plan and Architectural Approvals as noted in the Staff Report.

MOTION 1 (Site Plan)

A Motion was made by COMMISSIONER MANI, seconded by COMMISSIONER ENGEL to grant the Petitioner, Lenny's Food N Fuel 183rd Street LLC, Site Plan Approval to construct a car wash in addition to the previously approved gas station and convenience store building at 18421 West Creek Drive and 7451 183rd Street in the ORI PD (Office & Restricted Industrial, North Creek Business Park PUD) Zoning District, in accordance with the plans submitted and listed in the October 1, 2020 Staff Report and subject to the following conditions:

1. Any changes in drive-thru or parking demand from what was presented would require a new traffic/drive-thru analysis and prior approval to ensure the on-site drive-thru stacking and parking is sufficient.
2. Site Plan approval is subject to final engineering review and approval.
3. Columns used on the canopies of the car wash site shall match the material and design utilized on the primary gas station canopy.
4. Site Plan approval is subject to approval of the PUD Ordinance Amendment, Special Use for a Substantial Deviation with the PUD, and Final Plat approval."

AYE: COMMISSIONERS ENGEL, GASKILL, WEST and CHAIRMAN GRAY.

NAY: COMMISSIONER MANI

CHAIRMAN GRAY declared the Motion approved by roll call.

MOTION 2 (PUD/Special Use Ordinance Amendment):

A Motion was made by COMMISSIONER WEST, seconded by COMMISSIONER GASKILL to recommend that the Village Board amend Section 4-A. in Ordinance 91-O-083 (Special Use for North Creek Business Park PUD) at the request of Lenny's Food N Fuel, 183rd Street LLC to permit an "car wash" as a permitted use on Lot 1 of the North Creek Gas N Wash Resubdivision.

AYE: COMMISSIONERS MANI, ENGEL, GASKILL, WEST and CHAIRMAN GRAY.

NAY: NONE

CHAIRMAN GRAY declared the Motion approved by roll call.

MOTION 3 (Special Use for Substantial Deviation):

A Motion was made by COMMISSIONER ENGEL, seconded by COMMISSIONER MANI to recommend that the Village Board grant a Special Use Permit for a Substantial Deviation from the North Creek Business Park PUD and Exceptions from the Zoning Ordinance as listed in the staff report to the Petitioner, Lenny's Food N Fuel 183rd Street LLC, to permit a car wash to be added to the previously approved gas station and convenience store at 18421 West Creek Drive and 7451 183rd Street in the ORI PD (Office & Restricted Industrial, North Creek Business Park PUD) zoning district, in accordance with the plans submitted and listed herein and adopt Findings of Fact as proposed by Village Staff in the October 1, 2020 Staff Report."

AYE: COMMISSIONERS ENGEL, GASKILL, WEST and CHAIRMAN GRAY.

NAY: MANI

CHAIRMAN GRAY declared the Motion approved by roll call.

MOTION 4 (Final Plat):

A Motion was made by COMMISSIONER ENGEL, seconded by COMMISSIONER WEST to recommend that the Village Board grant approval to the Petitioner, Lenny's Food N Fuel, 183rd Street LLC Final Plat Approval for North Creek Gas N Wash Resubdivision in accordance with the Final Plat submitted and listed herein, subject to the following condition:

1. The Final Plat approval is subject to Final Engineering approval by the Village Engineer."

AYE: COMMISSIONERS MANI, ENGEL, GASKILL, WEST and CHAIRMAN GRAY.

NAY: NONE

CHAIRMAN GRAY declared the Motion approved by roll call.

The staff report was presented at the meeting and is hereby entered into the record.

This item will be heard at the Village Board on Tuesday, October 20, 2020 and November 3, 2020.

Lyman Tieman and Len McEnergy both thanked the Plan Commission for their support and look forward to opening in Tinley Park.

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

ORDINANCE
NO. 2020-O-068

**AN ORDINANCE GRANTING A SPECIAL USE FOR SUBSTANTIAL DEVIATION
FROM THE NORTH CREEK BUSINESS PARK PUD WITH EXCEPTIONS FROM
THE ZONING ORDINANCE FOR A GAS N WASH CAR WASH AND AUTOMOBILE
SERVICE STATION**

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-068

AN ORDINANCE GRANTING A SPECIAL USE FOR SUBSTANTIAL DEVIATION FROM THE NORTH CREEK BUSINESS PARK PUD WITH EXCEPTIONS FROM THE ZONING ORDINANCE FOR A GAS N WASH CAR WASH AND AUTOMOBILE SERVICE STATION

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

WHEREAS, a petition for the granting of a Special Use for a substantial deviation from the North Creek Business Park Planned Unit Development to allow the construction of a car wash in addition to the previously approved gas station and convenience store located at 18421 West Creek Drive and 7451 183rd Street, Tinley Park, Illinois 60477 (“Subject Property”) has been filed by Leonard McEnery, on behalf of Lenny’s Food N Fuel 183rd Street, LLC (“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 October 1, 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 voted 3-1 and has filed its report of findings and recommendations regarding the Special Use for a Substantial Deviation with this Village President and Board of Trustees, and this Board of Trustees has duly considered said report, findings, and recommendations; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve said Special Use for a Substantial Deviation; and

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

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

SECTION 2: That the report of findings and recommendations of the Plan Commission are herein incorporated by reference as the findings of this President and the Board of Trustees, as complete as if fully set forth herein at length. This Board finds that the Petitioner has provided evidence establishing that they have met the standards for granting the Special Use Permit for a Substantial Deviation set forth in Section VII.B.6 and Section X.J.5 of the Zoning Ordinance, and the proposed granting of the Special Use Permit as set forth herein is in the public good and in the best interest of the Village and its residents and is consistent with and fosters the purpose and spirit of the Tinley Park Zoning Ordinance.

X.J.5. Standards: No Special Use shall be recommended by the Plan Commission unless said Commission shall find:

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
 - *The Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare because the proposed project will encompass the development of a car wash that will service for visitors and residents of the community and compliment the previously approved automobile service (gas) station and convenience store. The project will be constructed meeting current Village building codes and compliment surrounding businesses and properties.*
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
 - *The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood because the proposed project will develop land that is currently vacant and provide services for visitors and residents of the community. The site will be well-landscaped and the building will be constructed with quality materials. This proposed use is similar and compatible with existing nearby uses.*
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
 - *The Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district because the majority of the property within this area is already developed or approved to be developed. Landscape buffers and cross-access has been supplied to surrounding properties, where possible.*

- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
- *The proposed plans provide evidence of existing utilities, access roads, and drainage and show proposed plans for necessary modifications to existing utilities, access roads, and drainage to be accommodated on the Gas N Wash site. Drainage has been accounted for within the existing subdivision pond to the east of the proposed site.*
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
- *The proposed plans include site access by a curb cut on West Creek Drive and a cross-connection to the gas station/convenience store portion of the site. These access points allow for ingress/egress to the site and efficient site circulation. The site incorporates proposed public and private walkways for safe pedestrian travel to and from the site.*
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.
- *The Special Use conforms to all other applicable regulations of the Planned Unit Development and the Village's ordinances and codes. This Special Use Permit is necessary to allow the deviation from the North Creek Business Park Planned Unit Development and allowing for exceptions from the Urban Design Overlay District to the front yard setback, location of parking, and the maximum number of curb cuts. Additionally, exceptions to the signage are specific to the unique layout and characteristics of this property and use. These exceptions are consistent with other properties in the North Creek Business Park and the intent of the regulations are met where possible.*
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
- *The proposed car wash will benefit the entire Gas N Wash development that will contribute directly to the economic development of the community by providing fuel, retail, car wash, and food services to visitors; providing additional jobs, and providing additional property and sales tax revenue where the existing vacant property is generating minimal tax revenue.*

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

LEGAL DESCRIPTION: LOTS 1 & 2 IN NORTH CREEK FOOD N FUEL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PINs: 19-09-01-201-015-0000, 19-09-01-201-016-00000 & 19-09-01-201-025-0000

COMMONLY KNOWN AS: 18421 West Creek Drive and 7451 183rd Street, Tinley Park, Illinois

SECTION 4: That a Special Use Permit for a Substantial Deviation, as defined in Zoning Ordinance Section VII.B.6., from the approved North Creek Business Park Planned Unit Development at certain property described in the above section, to permit a car wash to be constructed with the previously approved gas station and convenience store in accordance with the “List of Reviewed Plans” attached hereto as Exhibit A, with the following exceptions:

1. Exceptions from the Urban Design Overlay District (Section V)
 - a. Increased front yard setback (140.5’ proposed);
 - b. Allow parking in the front yard; and
 - c. Maximum of one curb cut per site (two proposed).

2. Deviations from the PUD Requirements and Sign Regulations (Section IX)
 - a. Allow parking in the front yard;
 - b. Changes to the approved lots as indicated in the Final Plat of Subdivision;
 - c. Permit wall sign to be placed on the east elevation that does not have immediate frontage to a roadway, parking lot, or drive aisle;
 - d. Permit one car wash entrance directional sign to be 35.7 sq. ft. and three free vacuum directional signs to be 14.7 sq. ft. instead of the maximum size of 6 sq. ft.; and
 - e. Permit total canopy signage to be 146 sq. ft. where the maximum permitted is 120 sq. ft.

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 XX day of XXX, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS XX day of XX, 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-068, “AN ORDINANCE GRANTING A SPECIAL USE FOR SUBSTANTIAL DEVIATION FROM THE NORTH CREEK BUSINESS PARK PUD WITH EXCEPTIONS FROM THE ZONING ORDINANCE FOR A GAS N WASH CAR WASH AND AUTOMOBILE SERVICE STATION,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on XXX XX, 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 XXX, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

Exhibit A

LIST OF REVIEWED PLANS

| Submitted Sheet Name | Prepared By | Date On Sheet |
|--|--------------------|----------------------|
| Final Plat of North Creek Food n Fuel Resubdivision (Recorded) | MGA | 11-11-19 |
| Final Plat of North Creek Gas n Wash Resubdivision (Proposed) | MGA | 9-1-20 |
| Preliminary Site Plan | MGA | 9-14-20 |
| Preliminary Engineering/Utility Plan | MGA | 9-14-20 |
| Building Elevations | ARSA | 9-17-20 |
| Color/3D Renderings | ARSA | 9-17-20 |
| Canopy Columns Cut Sheet | ARSA | 9-17-20 |
| Landscape Plan | Upland | 9-17-20 |
| Car Wash Exterior and Main Canopy Signage Plans | VB | 9-18-20 |
| Lighting Plan and Fixture Specs | LSI | 9-18-20 |
| Truck, Fueling, and Fire Engine Turning Templates | MGA | 9-14-20 |

MGA = M Gingerich Gereaux & Associates (Civil Engineering & Surveying)

ARSA = Alan R Schneider Architects P.C. (Architect)

Upland = Upland Design (Landscape Architects)

VB = VanBruggen Signs (Sign Contractor)

LSI = LSI Industries Inc (Lighting)



PLAN COMMISSION STAFF REPORT

October 1, 2020 – Workshop/Public Hearing

Gas N Wash (Formally Food N Fuel) – Car Wash Addition

18421 West Creek Drive & 7451 183rd Street

Petitioner

Leonard McEnergy on behalf of Lenny's Food N Fuel 183rd Street, LLC (Contract Purchaser/Property Owner)

Property Location

18421 West Creek Drive & 7451 183rd Street

PIN

19-09-01-201-025-0000,
19-09-01-201-015-0000,
19-09-01-201-016-0000



Zoning

ORI PD (Office & Restricted Industrial, North Creek PUD)

Approvals Sought

- PUD Ordinance Amendment
- Special Use Permit
- Site Plan Approval
- Final Plat Approval

Project Planner

Daniel Ritter, AICP
Senior Planner

EXECUTIVE SUMMARY

The Petitioner, Leonard McEnergy, on behalf of Lenny's Food N Fuel 183rd Street LLC (Contract Purchaser), is seeking an amendment to the existing North Creek Business Park Planned Unit Development (PUD) Ordinance (Ord. 91-O-083), a Special Use Permit for a Substantial Deviation with Exceptions, Site Plan Approval, and Final Plat of Consolidation Approval. The requests allow for the construction of a car wash addition at 18421 West Creek Drive. The car wash would be on a consolidated lot with the previously approved Food N Fuel gas station and convenience store at 7451 183rd Street. The new site would be branded as a Gas N Wash instead of the originally proposed Food N Fuel.

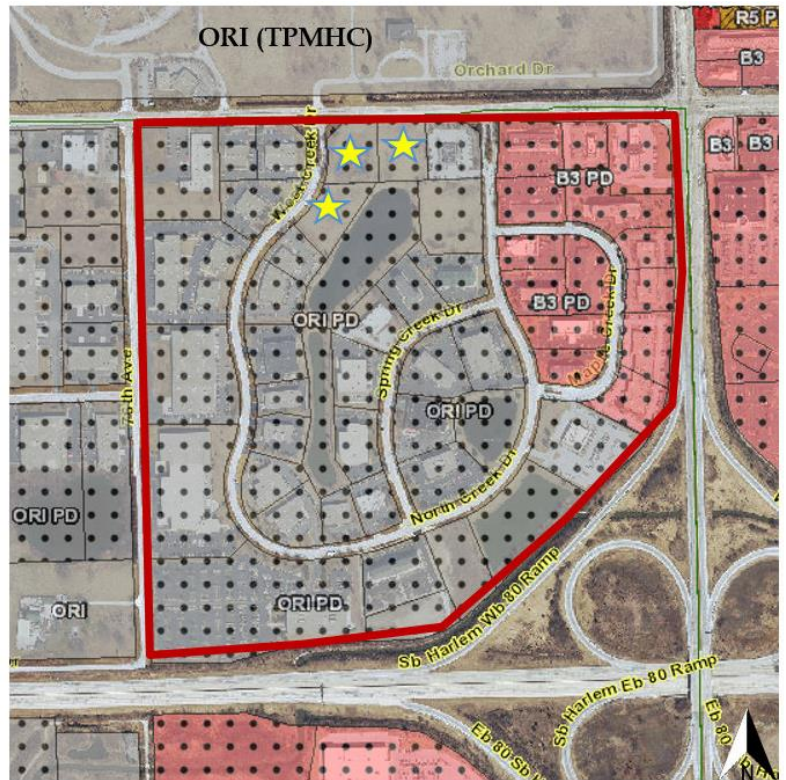
The location of this site was chosen due to high existing traffic counts, I-80 access, and the need to supply additional gas station services in the area to meet demand. The area is home to many hotels, restaurants, stores, and other commercial uses compatible with a gas station, convenience store, and car wash. Since the original approval in 2019, the Petitioner came to an agreement on the land to the south of their gas station site to add the proposed car wash. The car wash is expected to bring more convenience to customers and generates additional fuel, food, and retail sales at the site.

In addition to the car wash proposal, the Petitioner requests a change to their signage on the primary gas station canopy. The Petitioner is requesting some additional square footage be permitted on the main canopy facing 183rd Street, so that they can place a sign for their interior tenant, Do-Rite Donuts & Chicken, who will be utilizing both interior tenant spaces. The additional signage will help with the brand recognition of the interior business. The Gas N Wash canopies are among the largest gas canopies in the Village, and the signage is designed so that it does not appear overcrowded.

EXISTING SITE & ZONING

The subject property consists of three parcels on the southeast corner of West Creek Drive and 183rd Street. The two lots located to the west of the existing Hamada of Japan Restaurant (18310 North Creek Drive) were approved for the Food N Fuel convenience store and gas station in late 2019. The site has a permit issued and is currently under construction. The third lot is vacant and to the southwest of the site. The properties are zoned Office and Restricted Industrial (ORI) and part of the North Creek Business Park PUD. The PUD was originally approved and subdivided in 1991 (Ord. 91-O-083) with the ORI base zoning covering the full area, but permitting some specific uses more typical of the B-3 zoning district. In 1995, a portion of the area included in the PUD that was most adjacent to Harlem Avenue, was rezoned from the ORI base zoning to a B-3 (General Business) base zoning (Ord. 95-O-055).

Most of the PUD has been developed and includes a mixture of office, light industrial, educational, and commercial uses. The area is a destination for many travelers due to its proximity to I-80, Hollywood Casino Amphitheater, Convention Center, hotels, and many shopping/service



Above: Zoning Map around subject property (indicated with stars) in the North Creek Business Park PUD (outlined in Red).



establishments. There is only one gas station (Speedway) in the immediate area and does not have a car wash. All properties surrounding the subject site are in the same North Creek PUD.

The site is also located within the Urban Design Overlay District (UDOD), which promotes walkability, lesser front yard setbacks, and a more urbanized look. Due to the inconsistencies between the intent of the UDOD and the development pattern of the existing development within the North Creek Business Park PUD, staff relied primarily on the PUD regulations to guide the review of the original Food N Fuel project, and that view has continued here with the car wash addition to the site. Staff has worked with the Petitioner to ensure that the spirit of the UDOD is met where possible. However, a gas station and car wash are heavily auto-oriented uses that are difficult to fit into the intent of the UDOD regulations. Despite a lack of pedestrian connectivity in the subdivision and general area, the Petitioner has done their part to plan for pedestrian connections throughout and around the subject site.

PROPOSED USE & PUD SPECIAL USE AMENDMENT

The PUD regulations were amended in 2019 (Ord. 2019-O-075) to allow automobile service (gas) station with a convenience store as a permitted use on this subject site. However, that approval did not mention a car wash, which is a separate use outlined in the zoning code, and also not listed as a permitted use in the underlying ORI zoning district. Car washes are only permitted uses in the B-5 (Automobile Service Business) and M-1 (General Manufacturing) zoning districts; it is a special use in the B-3 (General Business and Commercial) zoning district when “attached to an automobile service station”. The subject site is near to the portion of the PUD that has an underlying B-3 use and is immediately adjacent to a restaurant and a heavily traveled section of 183rd Street. Additionally, it should be noted that the car wash will not be physically attached to the automobile service station, but will be on a consolidated lot, so they cannot be owned separately without further Village approval.

The proposed car wash site will include a 4,905 sq. ft. automatic car wash building and a canopy with 20 free vacuum stations. The car wash site will have three lanes that consolidate to one at the entrance to the car wash. Each lane takes a card payment, prepaid car wash codes purchased from the fuel pumps/c-store, and prepaid monthly memberships. The site will function the same as other Gas N Wash Locations, including the nearby locations at 19420 Harlem Avenue in Tinley Park and 8810 191st Street in Mokena. The car wash will only be used by personal vehicles; no large semi-trailer or box trucks can use the car wash.

Car washes have been traditionally limited to certain auto-oriented districts because they can be unsightly, noisy, and create traffic congestion with a limited positive impact to the economy. However, car washes are a service with strong demand and helps to drive additional fuel and retail sales when attached to the other uses on gas station sites. Additionally, many of the concerns about the car washes can be solved by good site design and landscaping; the concerns about the appearance can be solved by applying the same architectural standards that would be applied to other commercial buildings.

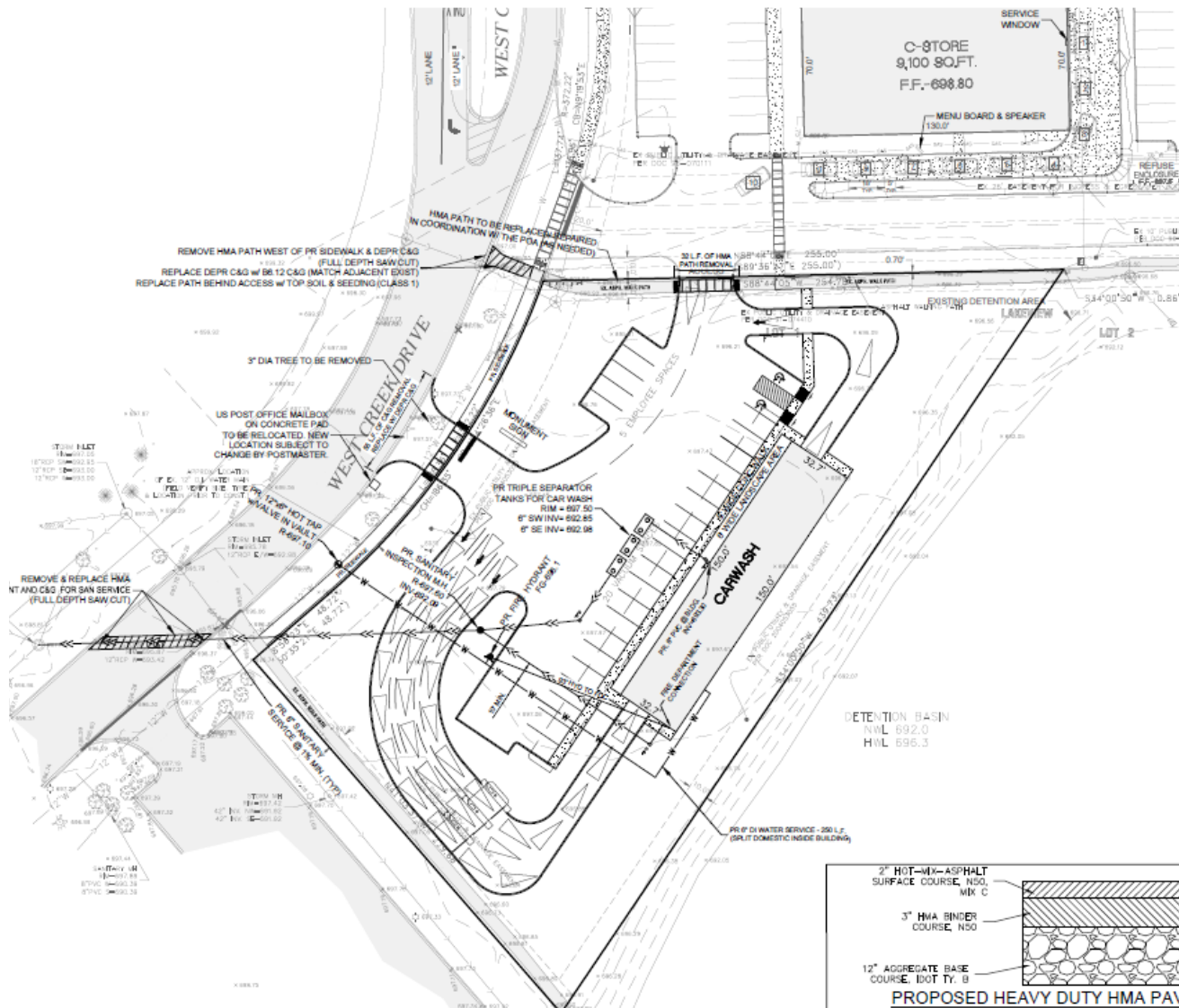
Open Item #1: Discuss the request to amend the PUD ordinance to permit a “car wash” as permitted use on the subject site.

SITE PLAN

The proposed site plan indicates how the subject site will function on its own as a car wash, and how it connects with the previously approved gas station site, which will share customers and traffic with the car wash. The car wash site will include the automatic car wash building, payment area/canopy, vacuum area/canopy, vehicle parking, walkways, and landscaping. Additionally, new utilities will be provided to the building, such as watermain, sewer lines, and lighting. Access to the site will be through one curb cut onto West Creek Drive, as well as a connection point on the north site with the gas station site. While the car wash will not wash large trucks, the site has been designed with approximate spacing and turning radii to accommodate semi-trailer and fire trucks through the site.

The Subdivision Code requires that any new development or redevelopment install a public sidewalk on all public frontages. While the existing sidewalk network in the area is limited, there is a sidewalk running west of the site along 183rd Street, and a sidewalk is being installed along the gas station frontages to connect to that walkway. The gas station sidewalk is 6 feet wide and will run along the West Creek Drive frontage, connecting to the car wash and convenience store sidewalks. The sidewalk will also connect to the existing pathways around the detention pond that are owned by the North Creek Property Owner Association. The walkways also connect to the public sidewalk on the north and south sides of the subject site. It should be noted since this will become one lot and one site plan, that the conditions of approval on the gas station/c-store site have been included on this approval, to avoid any confusion or miscommunication of those conditions in the future.

Open Item #2: Discuss overall site plan layout, walkways, and circulation.

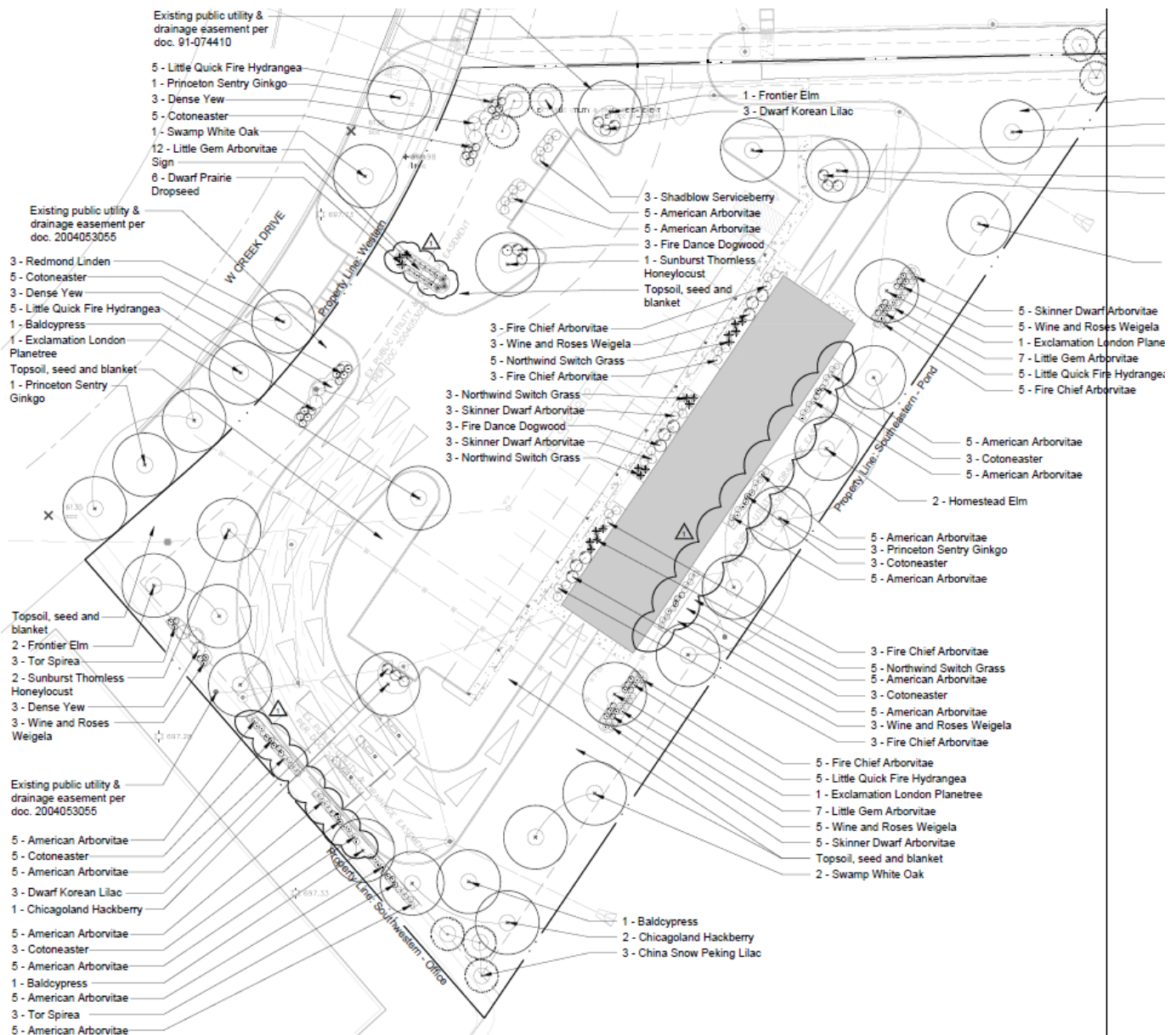


LANDSCAPE

The proposed Landscape Plan has been reviewed by Village Staff and finds it to be in general conformance with the Village’s Landscape Ordinance, with a few exceptions. The proposal meets the most of the landscape requirements, yet a few deficiencies remain due to site constraints. The proposed landscaping is similar in style and design with surrounding area properties, such as Hamada, Comfort Inn & Suites, Sleep Inn, and the recently approved Holiday Inn. The species and variety of plantings are expected to increase the appeal of the property and overall area. Below is a list of the landscaping deficiencies in the proposed plan.

- The proposal requests a waiver from the west bufferyard landscaping canopy tree total due to a substantial number of parkway trees already proposed to be installed. There is a shortage of four canopy trees in the private bufferyard. The under-story trees and shrub totals comply with their respective bufferyard requirements. The Petitioner has indicated that additional landscaping along the West Creek Drive frontage will block most visibility to the site, including signage, which is required to successfully run the business and for wayfinding purposes. A similar bufferyard canopy tree request was approved for the northern 183rd Street frontage for the gas station portion of the site. The frontage landscaping will be substantial and exceeds most of the existing development surrounding the site.
- The second waiver being requested is in regards to the interior parking lot landscaping. The Petitioner has worked to offset these deficiencies by meeting the high density and size of landscaping required throughout the site perimeter. The landscape code is not particularly easy to comply with on a gas station property in regards to interior parking lot landscaping. The car wash stacking and vacuum areas need to remain free from obstructions and allow room for vehicle and truck movements. Landscaping pots can be added to the area, but these are often hard to maintain hearty landscaping in throughout the year.

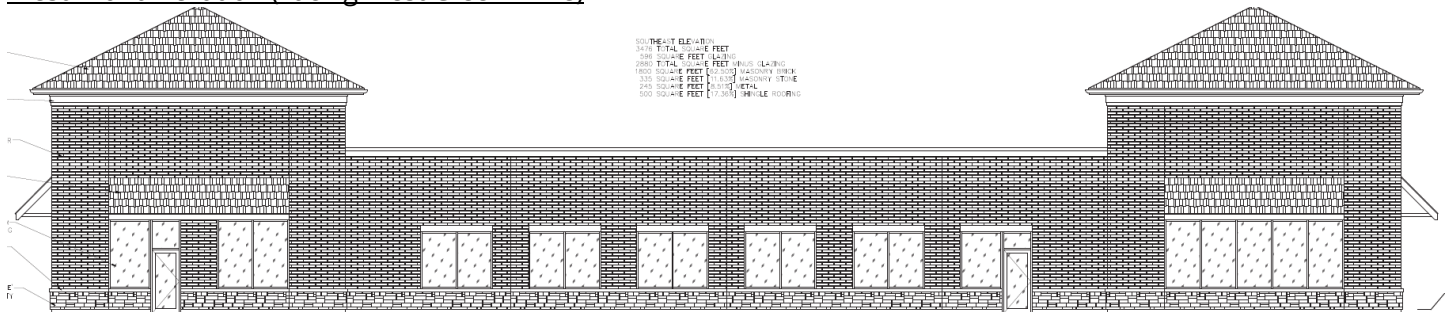
Open Item #3: Discuss the proposed Landscape Plan and requested Landscape Ordinance waivers.



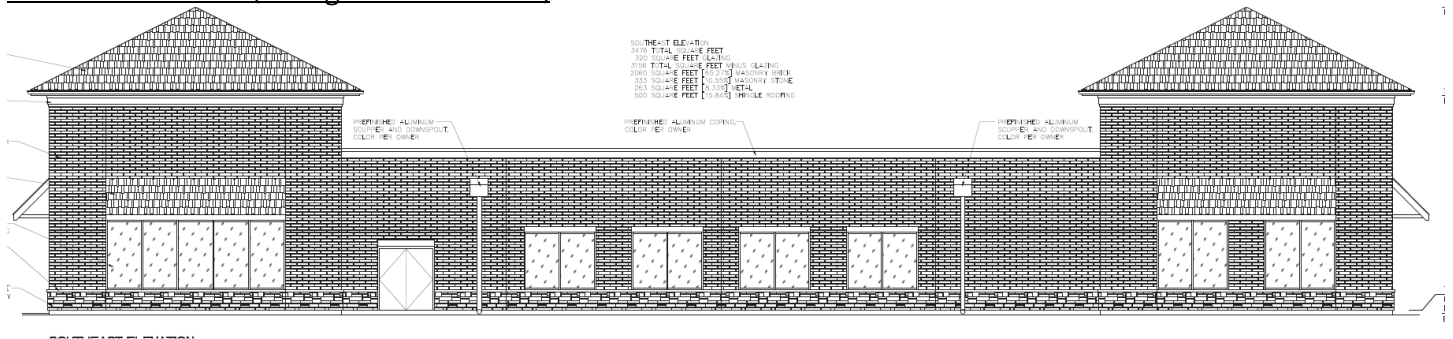
ARCHITECTURE

The building's exterior architecture will be similar to their other locations and will also tie into the convenience store building currently under construction. The same brick and stone materials will be used with the same layout and color. The goal is to utilize a common high-quality architectural theme throughout the property. The car wash building will feature windows on the long western and eastern sides of the building. The use of these windows creates an attractive commercial appearance to the structure. The use of windows on the east side was included at the request of staff, to avoid a large brick wall that will be visible from the businesses on the east side of the pond. The building complies with the masonry requirements by using a plethora of brick and stone where glazing isn't proposed.

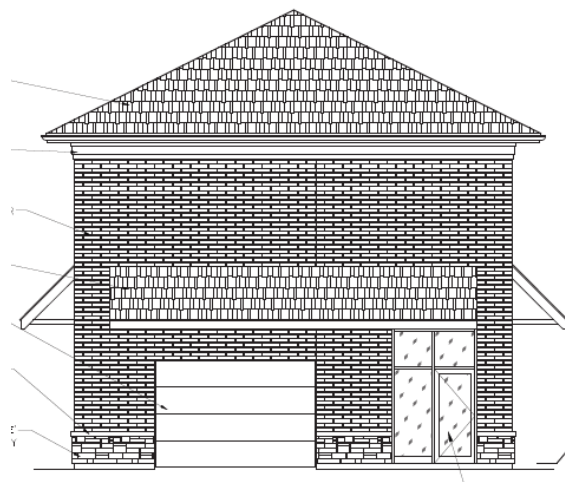
West/Front Elevation (Facing West Creek Drive)



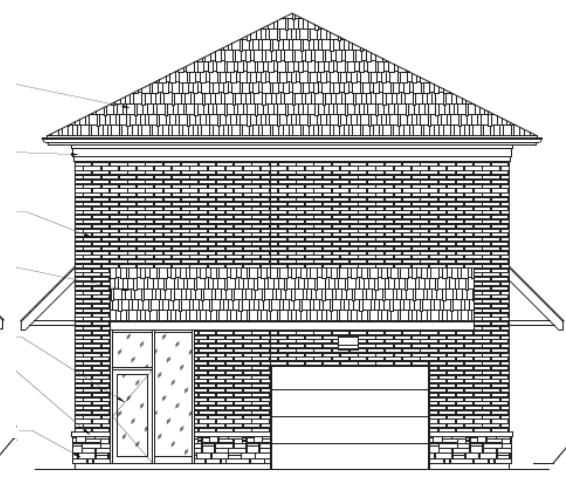
East/Rear Elevation (Facing Detention Pond)



South Elevation (Car Wash Entrance)



North Elevation (Car Wash Exit/Facing Gas Station)



Canopy

The details of the column design on the two canopies are not shown on the architectural plans and are shown as red on the renderings. Staff recommended that these canopy columns be wrapped in brick and stone to match the gas station and truck canopies. The Petitioner has agreed to this request and submitted a detail sheet of the work. However, staff has recommended a condition be included with the approval for clarification purposes.

Open Item #4: Review the overall proposed architecture and the condition of approval in regards to the canopy columns matching the gas station canopy's design.

Renderings





SIGNAGE

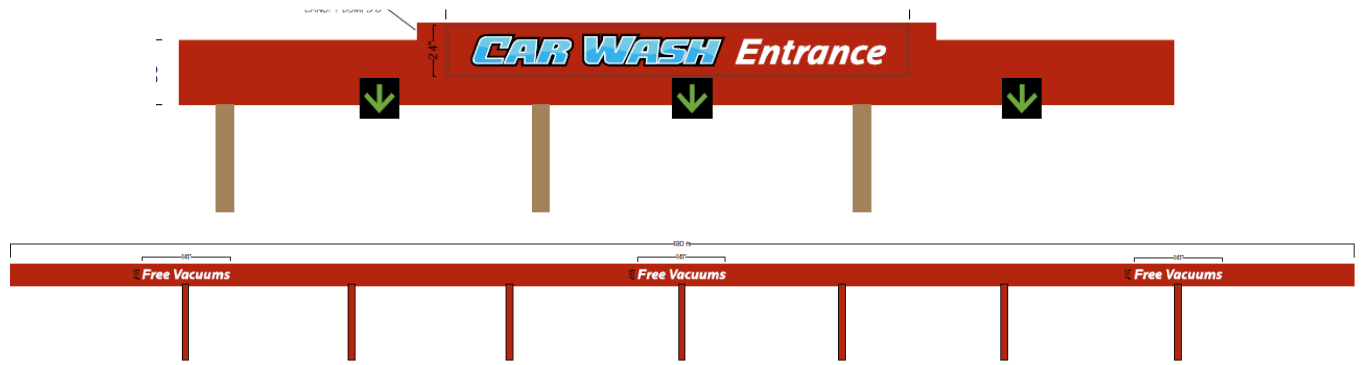
The petitioner has proposed the following signs on the car wash site:

- Three wall signs at 41 sq. ft (north) and 68 sq. ft. sq. ft. on the car wash towers (west and east). The sign on the east elevation is not permitted by the zoning code because it is not a formal “frontage” that is adjacent to a roadway, parking lot or drive aisle; this requires an exception. However, it will be visible from the commercial properties east of the detention pond.
- One “Car Wash Entrance” directional sign at 35.7 sq. ft. (exception required - max size permitted is 6 sq. ft.)
- Three “Free Vacuums” canopy directional signs at 14.7sq. ft. each (exception required - max size permitted is 6 sq. ft.)
- One monument sign – 60 sq. ft. total, 12 sq. ft. LED message center, 8 ft. high.
- 3 car wash menu board signs. These signs were requested but not submitted. They will need to meet the code requirements (max: 45 sq. ft. and 7 ft. height).

The proposed signs require a few exceptions, most notably with the size of the directional signage. The additional size on these signs is needed to increase their visibility to help direct vehicles from different areas on the site and from the roadway before they enter the site. The canopies are uniquely used as directional signage and the sizes were chosen to be visible and the best appearance. The other exception is to allow a wall sign on the east façade. While this is not a formal “frontage” visible from the roadway, they would like to have some visibility from the commercial properties and hotels on the other side of the detention pond.

Open Item #5: Review proposed signage and required Exceptions to the Zoning Ordinance for the car wash site.

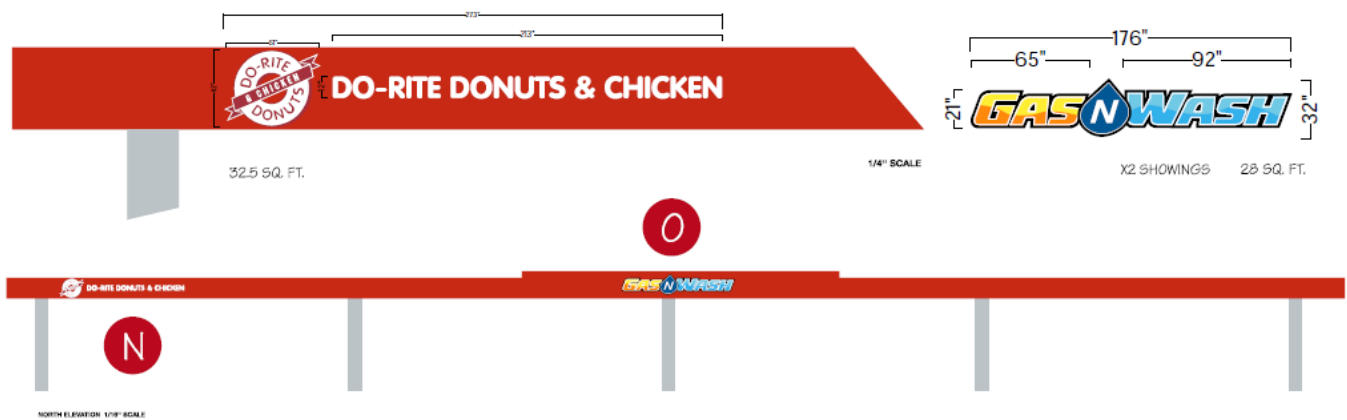




Gas Station Canopy Change

The Petitioner now has a specific tenant for the convenience store restaurant spaces and are able to better understand the tenant’s signage needs. The tenant is Do-Rite Donuts & Chicken, which will be taking the space originally thought would be utilized by two different food tenants. Instead of having two wall signs on the convenience store building, the Petitioner is requesting some additional signage on the gas station canopy instead. As a high-quality food tenant, Do-Rite Donuts & Chicken is hoping the canopy signage helps give them additional visibility to potential customers, who may not be aware of their brand. The code permits 1 sq. ft. of signage for each 1 ft. of canopy length. With a 240 ft. long canopy, the total signage is limited to a maximum of 120 sq. ft. The original proposal with “Gas N Wash” signs total 113.5 sq. ft. the new “Do-Rite Donuts & Chicken” sign will be located only along the north side of the canopy and is an additional 32.5 sq. ft. for a total of 146 sq. ft. The total exception required is to permit an additional 26 sq. ft. of gas station canopy signage.

Open Item #6: Discuss the Exception to the Zoning Ordinance to allow 26 sq. ft. of additional canopy signage.



PARKING

The car wash portion of the site will have 20 free vacuum stations which function similarly to parking stalls. Customers must exit their vehicles to utilize the vacuums. The free vacuums can be used by someone before or after their car wash, and they can also be used by people who haven’t purchased a car wash. There will be an additional seven traditional parking stalls (two are ADA compliant stalls). The car wash will not have any customer traffic that will park and leave their vehicles, so it is expected that those stalls will be primarily used by employees of the car wash and gas station.

LIGHTING

The lighting/photometric plan has been designed to minimize light spillage and any visible glare offsite. The plan is in conformance with the Village's lighting standards by limiting the maximum light spillage to 2fc at the property lines adjacent to a commercial use or public right-of-way. All lights are LED light sources that are downcast and full cutoff to avoid off-site glare.



SPECIAL USE PERMIT FOR A SUBSTANTIAL DEVIATION

The Petitioner is requesting a Special Use Permit for a Substantial Deviation from the PUD. Deviations from Village's Zoning Ordinance are considered Exceptions rather than Variations when located within a PUD and do not require the standard Findings of Fact, as required with a Variation. Alternatively, Exceptions are looked at in terms of their conformance to their overall PUD's design and goals.

The Urban Design Overlay District standards help promote a more urban and walkable environment by influencing things like building placement, parking placement, pedestrian connections, limited curb cuts, and cross-access. However, the auto-oriented nature of a Gas Station makes meeting many of the requirements difficult. The North Creek PUD was designed prior to the approval of the Urban Design Overlay District. Due to the unique nature of the site and the existing development patterns within the PUD, the exceptions retain the character and previously set design of the PUD.

Below are the specific Exceptions and Deviations being requested as part of the Special Use Permit:

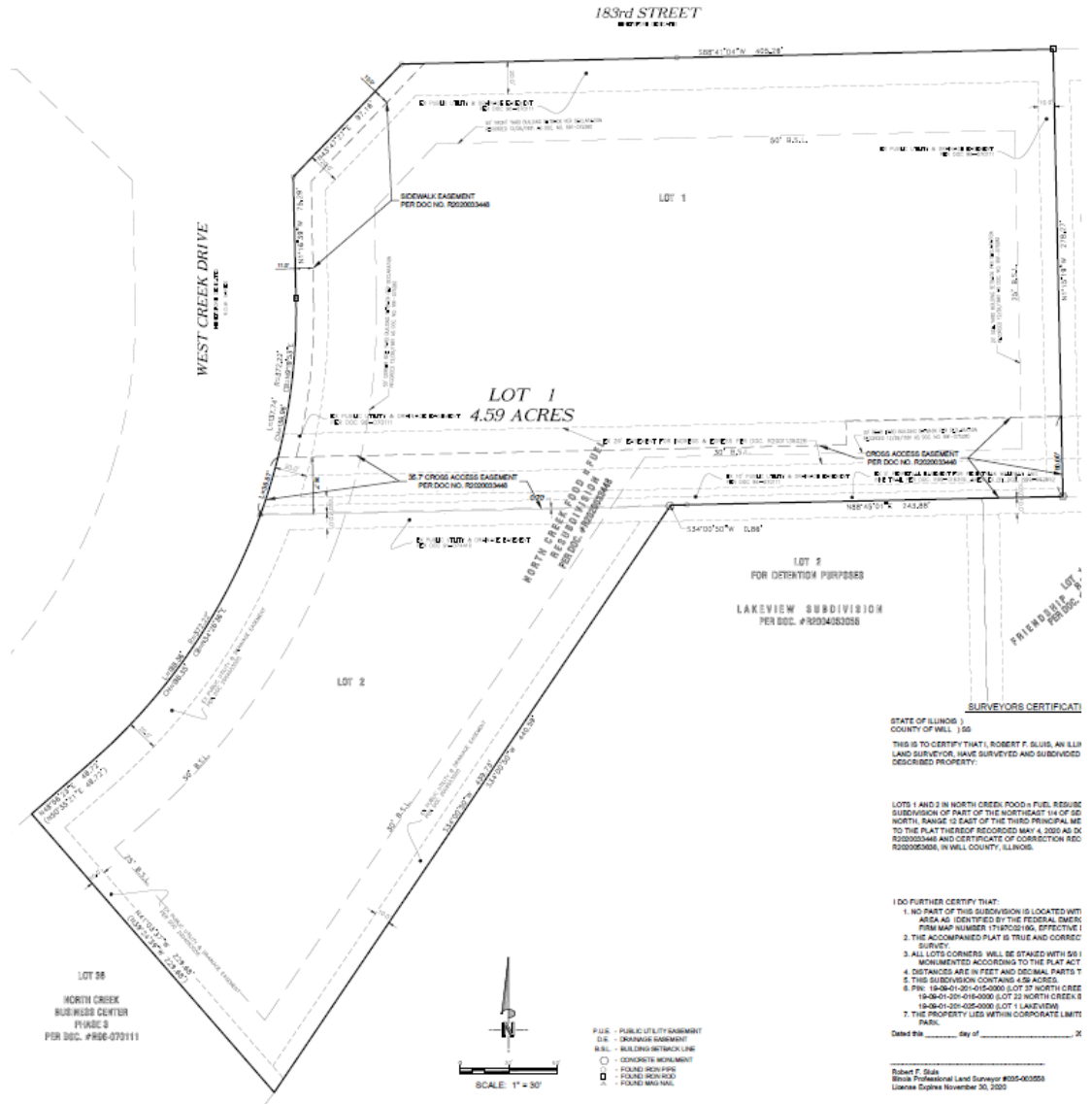
1. Exceptions from the Urban Design Overlay District (Section V)
 - a. Increased front yard setback (140.5' proposed)
 - b. Allow parking in the front yard
 - c. Maximum of one curb cut per site (two proposed)

2. Deviations from the PUD Requirements and Sign Regulations (Section IX)
 - a. Allow parking in the front yard
 - b. Changes to the approved lots as indicated in the Final Plat of Subdivision
 - c. Permit wall sign to be placed on the east elevation that does not have immediate frontage to a roadway, parking lot, or drive aisle
 - d. Permit one car wash entrance directional sign to be 35.7 sq. ft. and three free vacuum directional signs to be 14.7 sq. ft. instead of the maximum size of 6 sq. ft.
 - e. Permit total canopy signage to be 146 sq. ft. where the maximum permitted is 120 sq. ft.

Open Item #7: Review requested Exceptions to the Zoning Ordinance and Deviations from the PUD.

FINAL PLAT APPROVAL

The gas station and car wash parcel are being proposed and designed to be integrated together. The uses compliment each other in regards to their customers and traffic generation. Additionally, the site has been integrated with cross connections, landscaping, easements, and signage. To avoid the two uses and sites being sold off separately, the parcels will be consolidated into one lot, and the PUD will be amended to reflect the newly proposed lot. which consolidates three of the original PUD lots.



SUMMARY OF OPEN ITEMS

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

1. Discuss the request to amend the PUD ordinance to permit a “car wash” as permitted use on the subject site.
2. Discuss overall site plan layout, walkways, and circulation.
3. Discuss the proposed Landscape Plan and requested Landscape Ordinance waivers.
4. Review the overall proposed architecture and the condition of approval in regards to the canopy columns matching the gas station canopy’s design.
5. Review proposed signage and required Exceptions to the Zoning Ordinance for the car wash site.
6. Discuss the Exception to the Zoning Ordinance to allow 26 sq. ft. of additional canopy signage.
7. Review requested Exceptions to the Zoning Ordinance and Deviations from the PUD.

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's draft Findings of Fact are provided below for the Commission's review and approval.

X.J.5. Standards: No Special Use shall be recommended by the Plan Commission unless said Commission shall find:

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
 - *The Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare because the proposed project will encompass the development of a car wash that will service for visitors and residents of the community and compliment the previously approved automobile service (gas) station and convenience store. The project will be constructed meeting current Village building codes and compliment surrounding businesses and properties.*
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
 - *The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood because the proposed project will develop land that is currently vacant and provide services for visitors and residents of the community. The site will be well-landscaped and the building will be constructed with quality materials. This proposed use is similar and compatible with existing nearby uses.*
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
 - *The Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district because the majority of the property within this area is already developed or approved to be developed. Landscape buffers and cross-access has been supplied to surrounding properties, where possible.*
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
 - *The proposed plans provide evidence of existing utilities, access roads, and drainage and show proposed plans for necessary modifications to existing utilities, access roads, and drainage to be accommodated on the Gas N Wash site. Drainage has been accounted for within the existing subdivision pond to the east of the proposed site.*
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
 - *The proposed plans include site access by a curb cut on West Creek Drive and a cross-connection to the gas station/convenience store portion of the site. These access points allow for ingress/egress to the site and efficient site circulation. The site incorporates proposed public and private walkways for safe pedestrian travel to and from the site.*
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other

properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.

- *The Special Use conforms to all other applicable regulations of the Planned Unit Development and the Village's ordinances and codes. This Special Use Permit is necessary to allow the deviation from the North Creek Business Park Planned Unit Development and allowing for exceptions from the Urban Design Overlay District to the front yard setback, location of parking, and the maximum number of curb cuts. Additionally, exceptions to the signage are specific to the unique layout and characteristics of this property and use. These exceptions are consistent with other properties in the North Creek Business Park and the intent of the regulations are met where possible.*
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
- *The proposed car wash will benefit the entire Gas N Wash development that will contribute directly to the economic development of the community by providing fuel, retail, car wash, and food services to visitors; providing additional jobs, and providing additional property and sales tax revenue where the existing vacant property is generating minimal tax revenue.*

STANDARDS FOR SITE PLAN AND ARCHITECTURAL APPROVALS

Section III.T.2. of the Zoning Ordinance requires that the conditions listed below must be met and reviewed for Site Plan approval. Specific responses are not required but each shall be met and considered for approval.

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.
- 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.
- 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.
- 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.
- 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).

- 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.
- 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.
- 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.
- i. Screen Mechanicals: All mechanical devices shall be screened from all public views.
- 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.

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.
- 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.
- 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.
- 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.
- 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.

MOTION TO CONSIDER

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

Motion 1 (Site Plan):

"...make a motion to grant the Petitioner, Lenny's Food N Fuel 183rd Street LLC, Site Plan Approval to construct a car wash in addition to the previously approved gas station and convenience store building at 18421 West Creek Drive and 7451 183rd Street in the ORI PD (Office & Restricted Industrial, North Creek Business Park PUD) Zoning District, in accordance with the plans submitted and listed in the October 1, 2020 Staff Report and subject to the following conditions:

1. *Any changes in drive-thru or parking demand from what was presented would require a new traffic/drive-thru analysis and prior approval to ensure the on-site drive-thru stacking and parking is sufficient.*
2. *Site Plan approval is subject to final engineering review and approval.*
3. *Columns used on the canopies of the car wash site shall match the material and design utilized on the primary gas station canopy.*
4. *Site Plan approval is subject to approval of the PUD Ordinance Amendment, Special Use for a Substantial Deviation with the PUD, and Final Plat approval."*

[any conditions that the Commission would like to add]

Motion 2 (PUD/Special Use Ordinance Amendment):

"...make a motion to recommend that the Village Board amend Section 4-A. in Ordinance 91-O-083 (Special Use for North Creek Business Park PUD) at the request of Lenny's Food N Fuel 183rd Street LLC to permit an "car wash" as a permitted use on Lot 1 of the North Creek Gas N Wash Resubdivision."

[any conditions that the Commissioners would like to add]

Motion 3 (Special Use for Substantial Deviation):

"...make a motion to recommend that the Village Board grant a Special Use Permit for a Substantial Deviation from the North Creek Business Park PUD and Exceptions from the Zoning Ordinance as listed in the staff report to the Petitioner, Lenny's Food N Fuel 183rd Street LLC, to permit a car wash to be added to the previously approved gas station and convenience store at 18421 West Creek Drive and 7451 183rd Street in the ORI PD (Office & Restricted Industrial, North Creek Business Park PUD) zoning district, in accordance with the plans submitted and listed herein and adopt Findings of Fact as proposed by Village Staff in the October 1, 2020 Staff Report."

[any conditions that the Commission would like to add]

Motion 4 (Final Plat):

"...make a motion to recommend that the Village Board grant approval to the Petitioner, Lenny's Food N Fuel 183rd Street LLC Final Plat Approval for North Creek Gas n Wash Resubdivision in accordance with the Final Plat submitted and listed herein, subject to the following condition:

1. *The Final Plat approval is subject to Final Engineering approval by the Village Engineer."*

[any conditions that the Commissioners would like to add]

LIST OF REVIEWED PLANS

| Submitted Sheet Name | Prepared By | Date On Sheet |
|--|-------------|---------------|
| Final Plat of North Creek Food n Fuel Resubdivision (Recorded) | MGA | 11-11-19 |
| Final Plat of North Creek Gas n Wash Resubdivision (Proposed) | MGA | 9-1-20 |
| Preliminary Site Plan | MGA | 9-14-20 |
| Preliminary Engineering/Utility Plan | MGA | 9-14-20 |
| Building Elevations | ARSA | 9-17-20 |
| Color/3D Renderings | ARSA | 9-17-20 |
| Canopy Columns Cut Sheet | ARSA | 9-17-20 |
| Landscape Plan | Upland | 9-17-20 |
| Car Wash Exterior and Main Canopy Signage Plans | VB | 9-18-20 |
| Lighting Plan and Fixture Specs | LSI | 9-18-20 |
| Truck, Fueling, and Fire Engine Turning Templates | MGA | 9-14-20 |

MGA = M Gingerich Gereaux & Associates (Civil Engineering & Surveying)

ARSA = Alan R Schneider Architects P.C. (Architect)

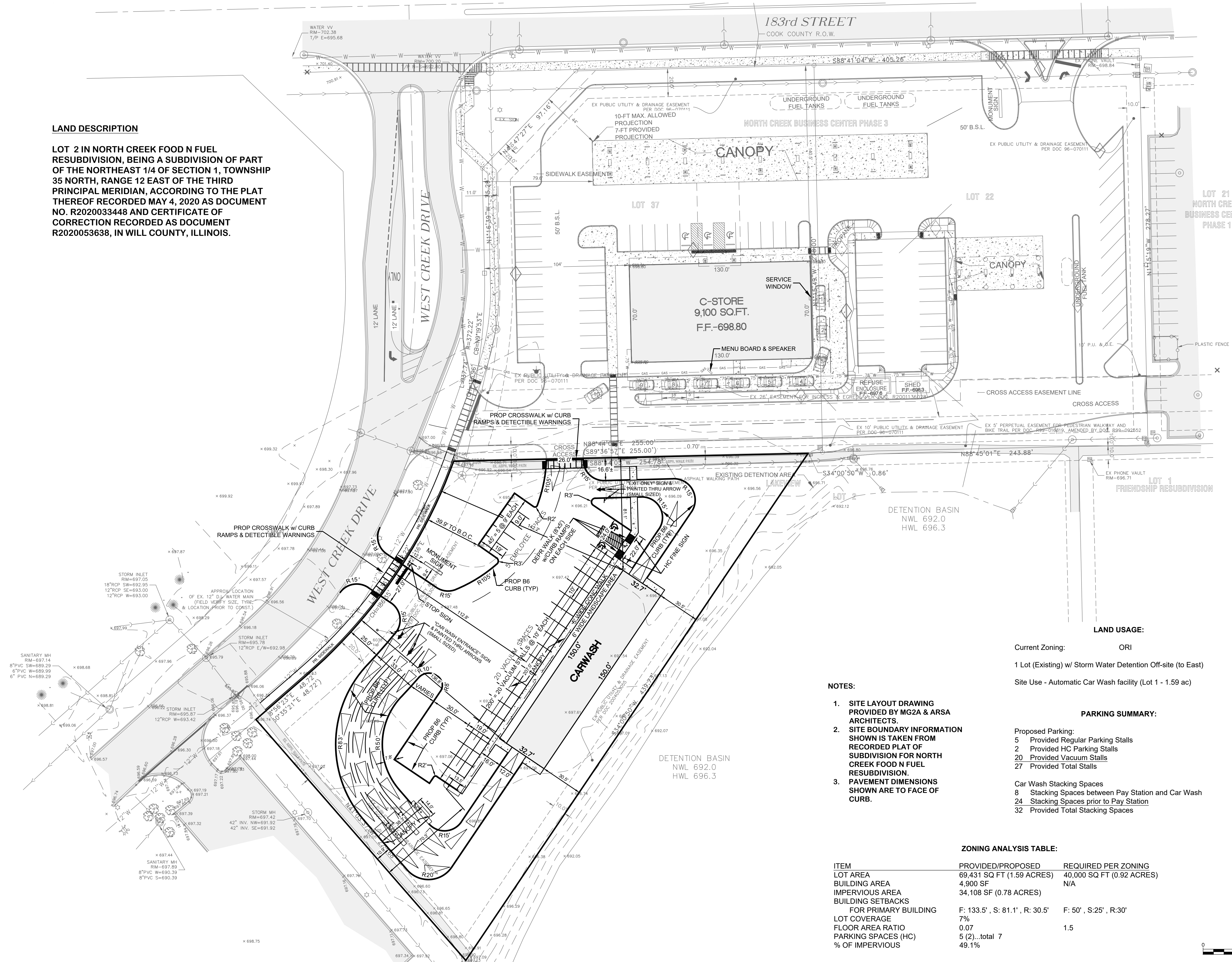
Upland = Upland Design (Landscape Architects)

VB = VanBruggen Signs (Sign Contractor)

LSI = LSI Industries Inc (Lighting)

LAND DESCRIPTION

LOT 2 IN NORTH CREEK FOOD N FUEL RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 4, 2020 AS DOCUMENT NO. R2020033448 AND CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT R2020053638, IN WILL COUNTY, ILLINOIS.



LAND USAGE:

Current Zoning: ORI
 1 Lot (Existing) w/ Storm Water Detention Off-site (to East)
 Site Use - Automatic Car Wash facility (Lot 1 - 1.59 ac)

PARKING SUMMARY:

Proposed Parking:
 5 Provided Regular Parking Stalls
 2 Provided HC Parking Stalls
 20 Provided Vacuum Stalls
 27 Provided Total Stalls

Car Wash Stacking Spaces
 8 Stacking Spaces between Pay Station and Car Wash
 24 Stacking Spaces prior to Pay Station
 32 Provided Total Stacking Spaces

NOTES:

1. SITE LAYOUT DRAWING PROVIDED BY MG2A & ARSA ARCHITECTS.
2. SITE BOUNDARY INFORMATION SHOWN IS TAKEN FROM RECORDED PLAT OF SUBDIVISION FOR NORTH CREEK FOOD N FUEL RESUBDIVISION.
3. PAVEMENT DIMENSIONS SHOWN ARE TO FACE OF CURB.

ZONING ANALYSIS TABLE:

| ITEM | PROVIDED/PROPOSED | REQUIRED PER ZONING |
|----------------------|-------------------------------|---------------------------|
| LOT AREA | 69,431 SQ FT (1.59 ACRES) | 40,000 SQ FT (0.92 ACRES) |
| BUILDING AREA | 4,900 SF | N/A |
| IMPERVIOUS AREA | 34,108 SF (0.78 ACRES) | |
| BUILDING SETBACKS | | |
| FOR PRIMARY BUILDING | F: 133.5', S: 81.1', R: 30.5' | F: 50', S: 25', R: 30' |
| LOT COVERAGE | 7% | 15 |
| FLOOR AREA RATIO | 0.07 | |
| PARKING SPACES (HC) | 5 (2)...total 7 | |
| % OF IMPERVIOUS | 49.1% | |

| PLAN EDITION | DATE | BY | DESCRIPTION |
|--------------|-----------|-----|----------------------|
| | 8/18/2020 | BPH | ISSUE FOR REVIEW |
| | 9/10/2020 | BPH | PER PLANNING MEETING |
| | 9/14/2020 | BPH | PER VILLAGE REVIEW |

MGA CIVIL ENGINEERING SURVEYING

M GINGERICH GEREUX & ASSOCIATES
 Professional Design Firm License # 184.005003
 P. 815-478-9680 www.mg2a.com F. 815-478-9685
 25820 S. GOUGAR RD. | MANHATTAN, IL 60442

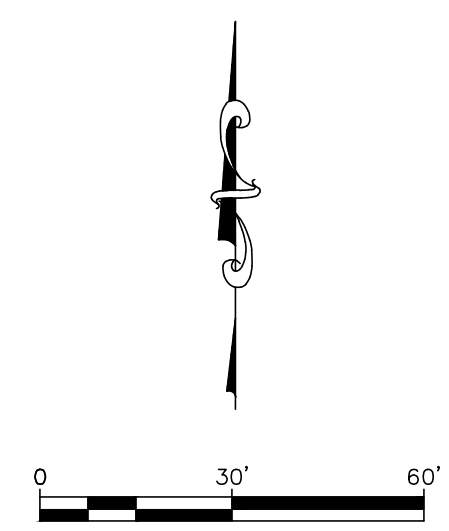
DESIGN: BPH
 DRAWING: JWP
 CHECKED: JWP
 APPROVED: BPH

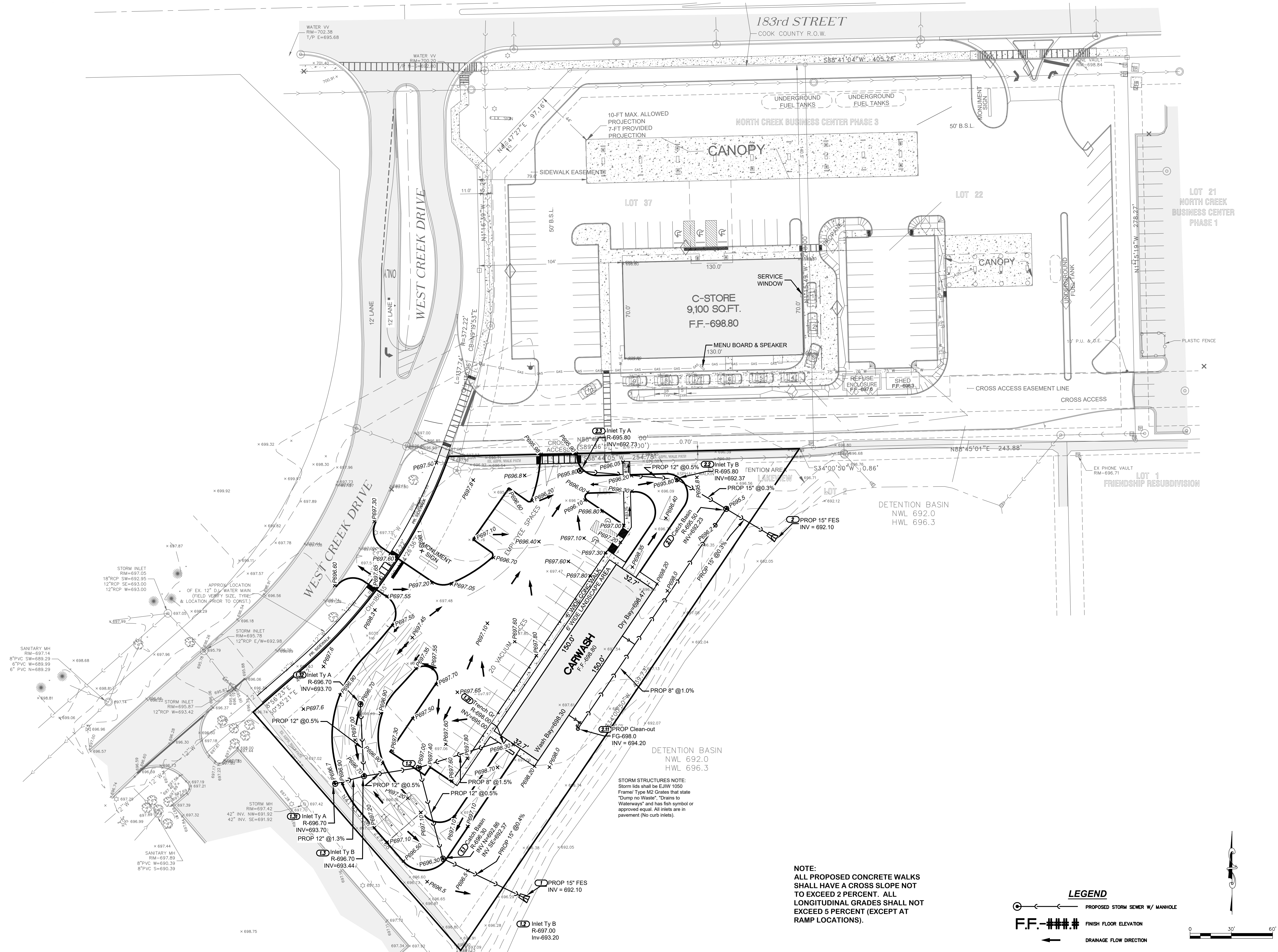
GAS n WASH, 183rd STREET CAR WASH
 18421 WEST CREEK DRIVE
 TINLEY PARK, ILLINOIS

PRELIMINARY SITE PLAN

SHEET NO. **1** OF **3**

JOB NO. 20-643





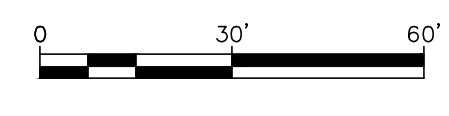
NOTE:
 ALL PROPOSED CONCRETE WALKS SHALL HAVE A CROSS SLOPE NOT TO EXCEED 2 PERCENT. ALL LONGITUDINAL GRADES SHALL NOT EXCEED 5 PERCENT (EXCEPT AT RAMP LOCATIONS).

LEGEND

⊙ ——— PROPOSED STORM SEWER W/ MANHOLE

F.F. -###.## FINISH FLOOR ELEVATION

← DRAINAGE FLOW DIRECTION



| PLAN EDITION MILESTONES | |
|-------------------------|----------------------|
| DATE | DESCRIPTION |
| 8/18/2020 | ISSUE FOR REVIEW |
| 9/10/2020 | PER PLANNING MEETING |
| | |
| | |
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| | |
| | |
| | |

MGA CIVIL ENGINEERING SURVEYING

M GINGERICH GEREUX & ASSOCIATES
 Professional Design Firm License # 184.005003
 P. 815-478-9680 www.mga2a.com F. 815-478-9685
 25820 S. GOUGAR RD. | MANHATTAN, IL 60442

DESIGN: _____

DRAWING: _____

CHECKED: _____

APPROVED: _____

DESIGN: _____

DRAWING: _____

CHECKED: _____

APPROVED: _____

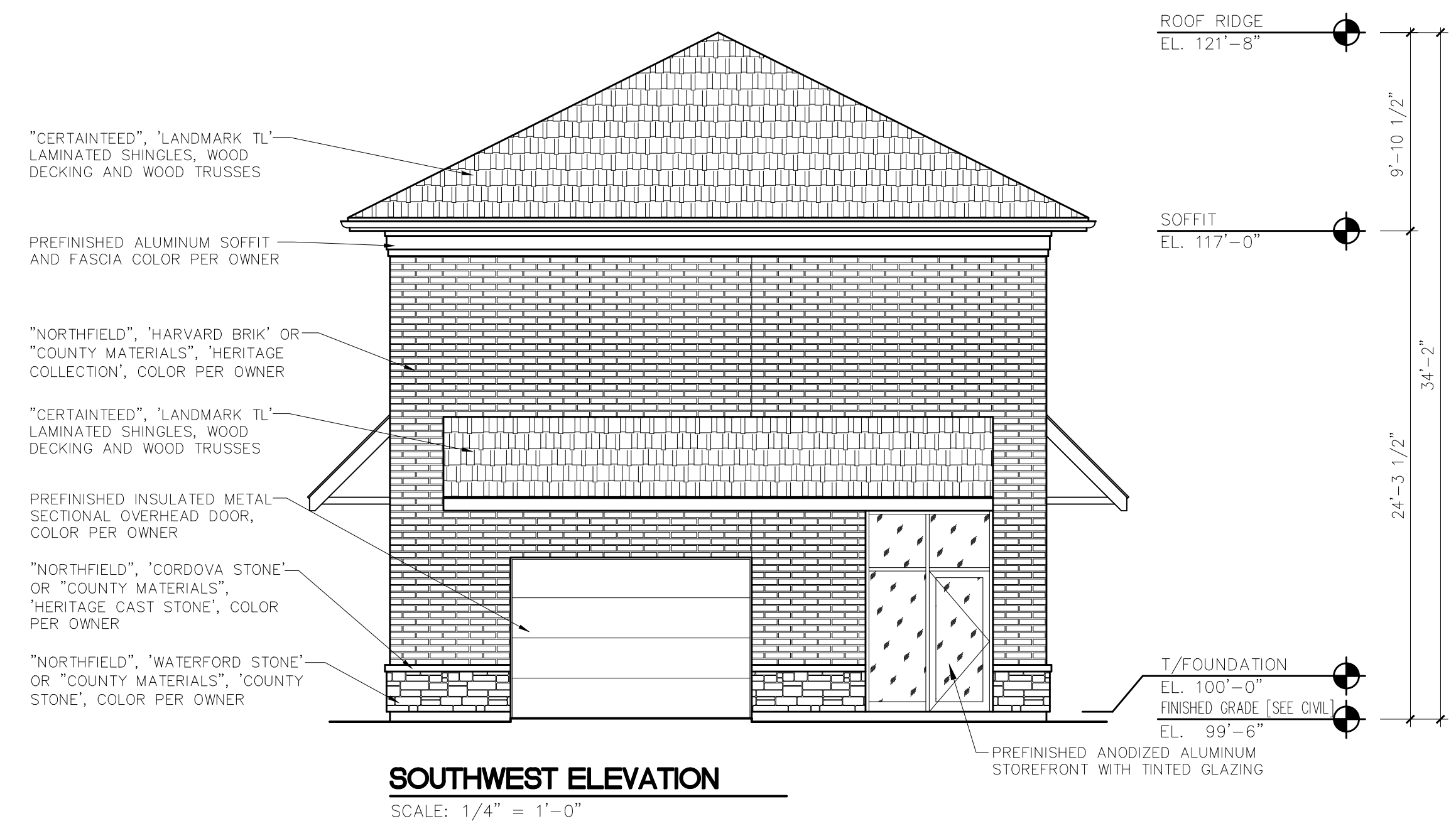
GAS n WASH, 183rd STREET CAR WASH
 18421 WEST CREEK DRIVE
 TINLEY PARK, ILLINOIS

PRELIMINARY ENGINEERING PLAN

SHEET NO. **3** OF **3**

JOB NO. 20-643

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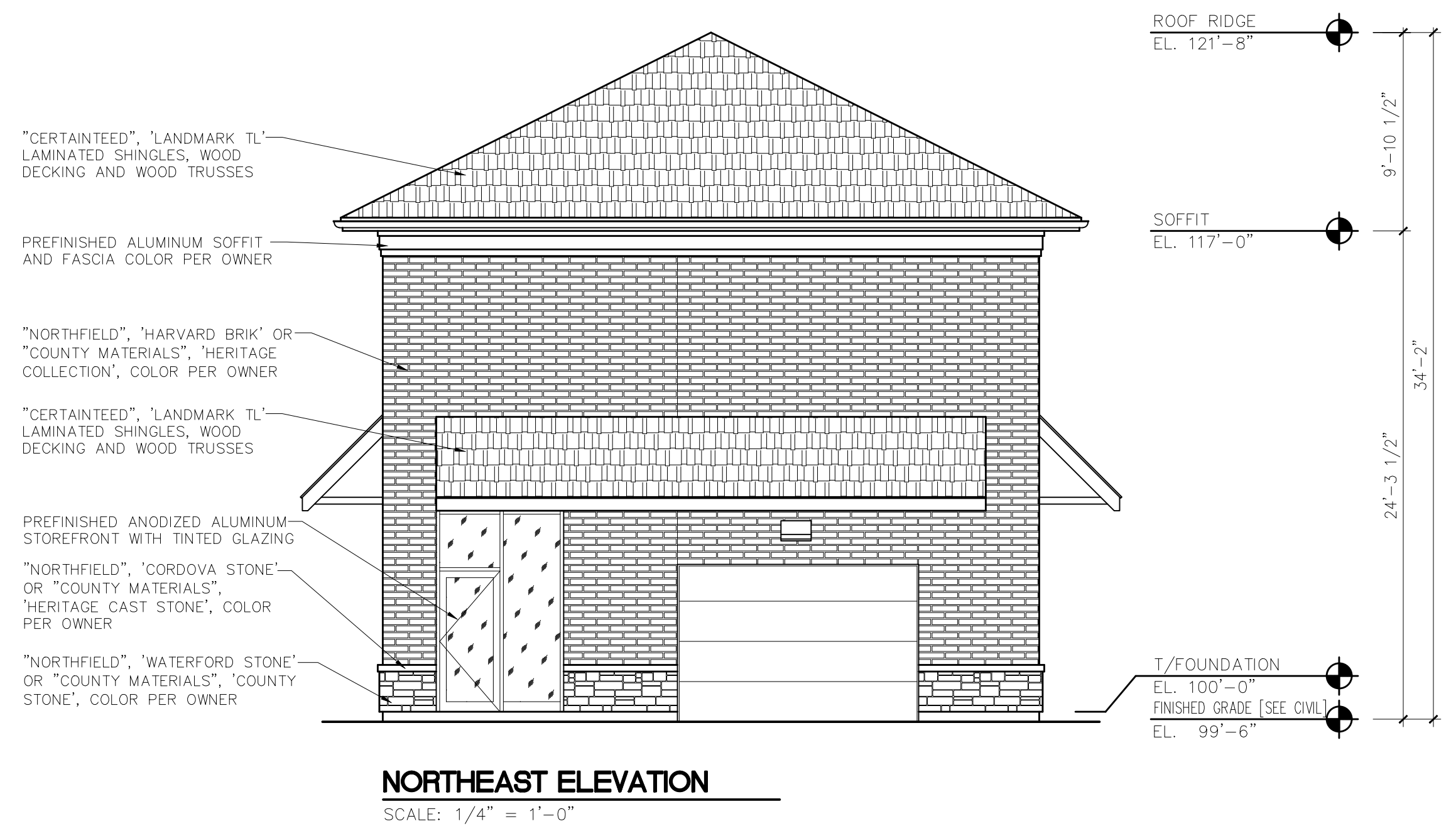


SOUTHWEST ELEVATION
SCALE: 1/4" = 1'-0"

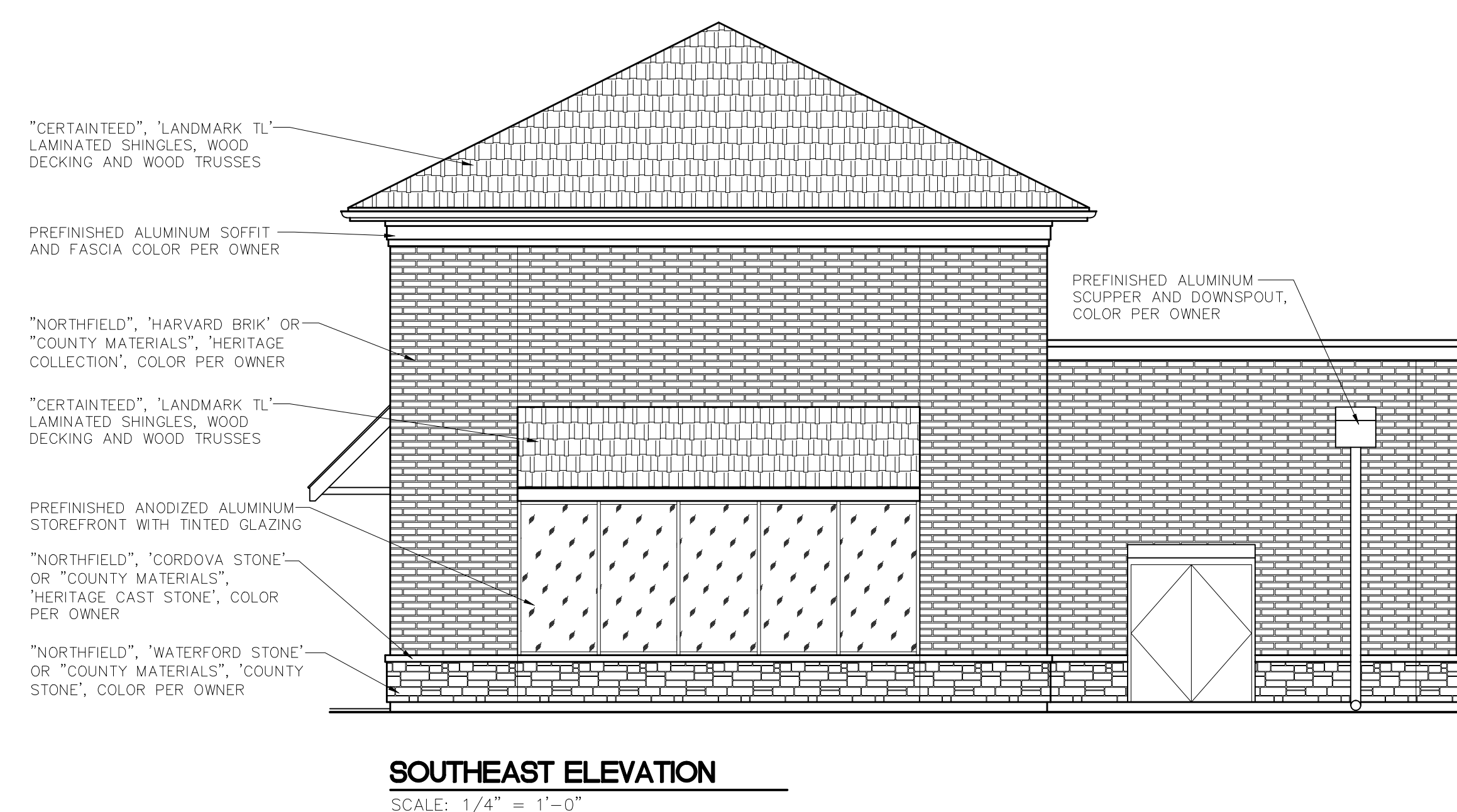
SOUTHWEST ELEVATION
 977 TOTAL SQUARE FEET
 155 SQUARE FEET GLAZING
 822 TOTAL SQUARE FEET MINUS GLAZING
 424 SQUARE FEET [51.6%] MASONRY BRICK
 34 SQUARE FEET [4.1%] MASONRY STONE
 85 SQUARE FEET [10.3%] METAL
 279 SQUARE FEET [33.9%] SHINGLE ROOFING

NORTHEAST ELEVATION
 977 TOTAL SQUARE FEET
 155 SQUARE FEET GLAZING
 822 TOTAL SQUARE FEET MINUS GLAZING
 424 SQUARE FEET [51.6%] MASONRY BRICK
 34 SQUARE FEET [4.1%] MASONRY STONE
 85 SQUARE FEET [10.3%] METAL
 279 SQUARE FEET [33.9%] SHINGLE ROOFING

TOTAL BUILDING EXTERIOR FINISHES
 8,906 TOTAL SQUARE FEET
 1,226 SQUARE FEET GLAZING
 7,680 TOTAL SQUARE FEET MINUS GLAZING
 4,708 SQUARE FEET [61.3%] MASONRY BRICK
 736 SQUARE FEET [9.6%] MASONRY STONE
 678 SQUARE FEET [8.8%] METAL
 1,558 SQUARE FEET [20.3%] SHINGLE ROOFING

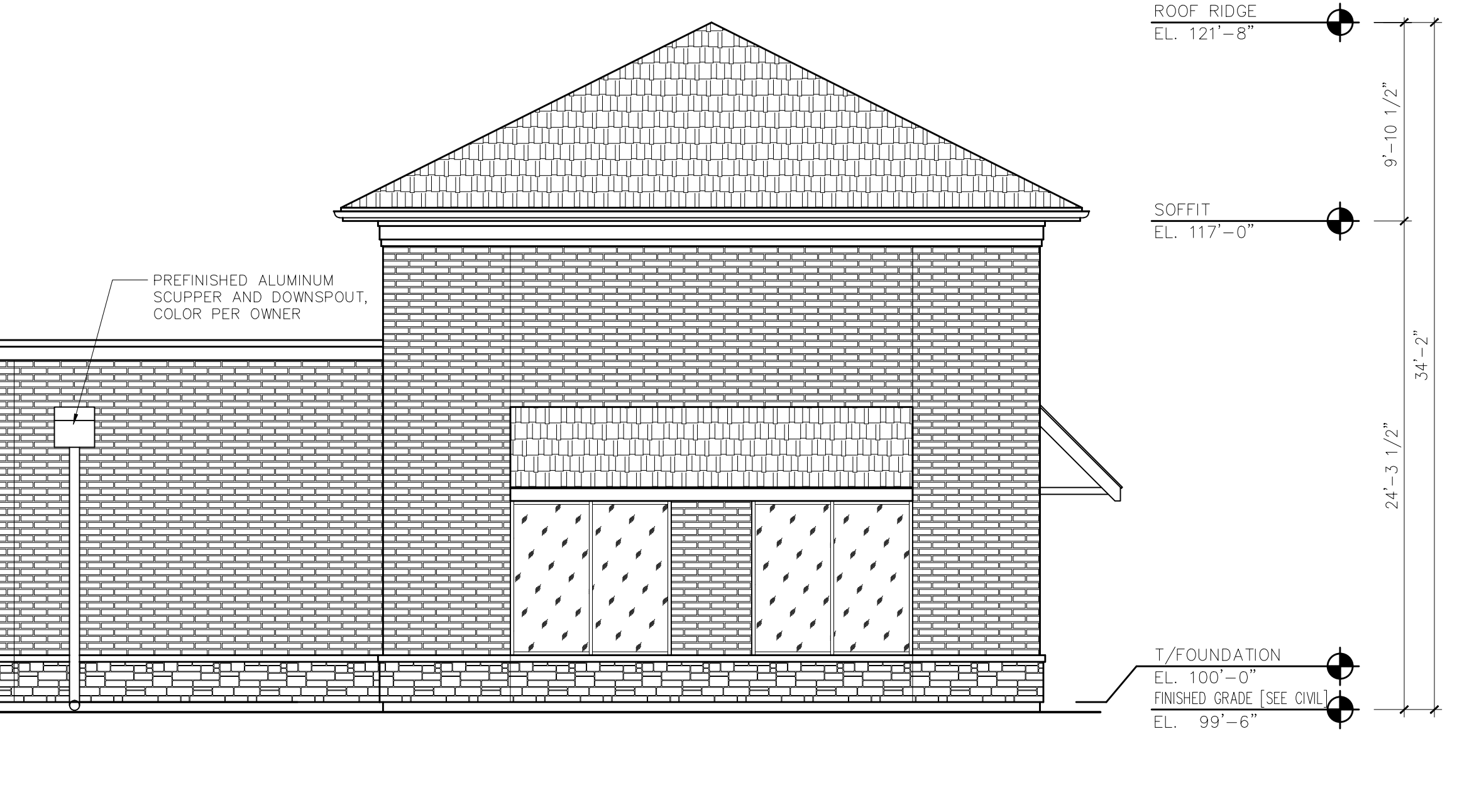


NORTHEAST ELEVATION
SCALE: 1/4" = 1'-0"



SOUTHEAST ELEVATION
SCALE: 1/4" = 1'-0"

SOUTHEAST ELEVATION
 3476 TOTAL SQUARE FEET
 320 SQUARE FEET GLAZING
 3156 TOTAL SQUARE FEET MINUS GLAZING
 2080 SQUARE FEET [65.27%] MASONRY BRICK
 333 SQUARE FEET [10.53%] MASONRY STONE
 263 SQUARE FEET [8.33%] METAL
 500 SQUARE FEET [15.84%] SHINGLE ROOFING

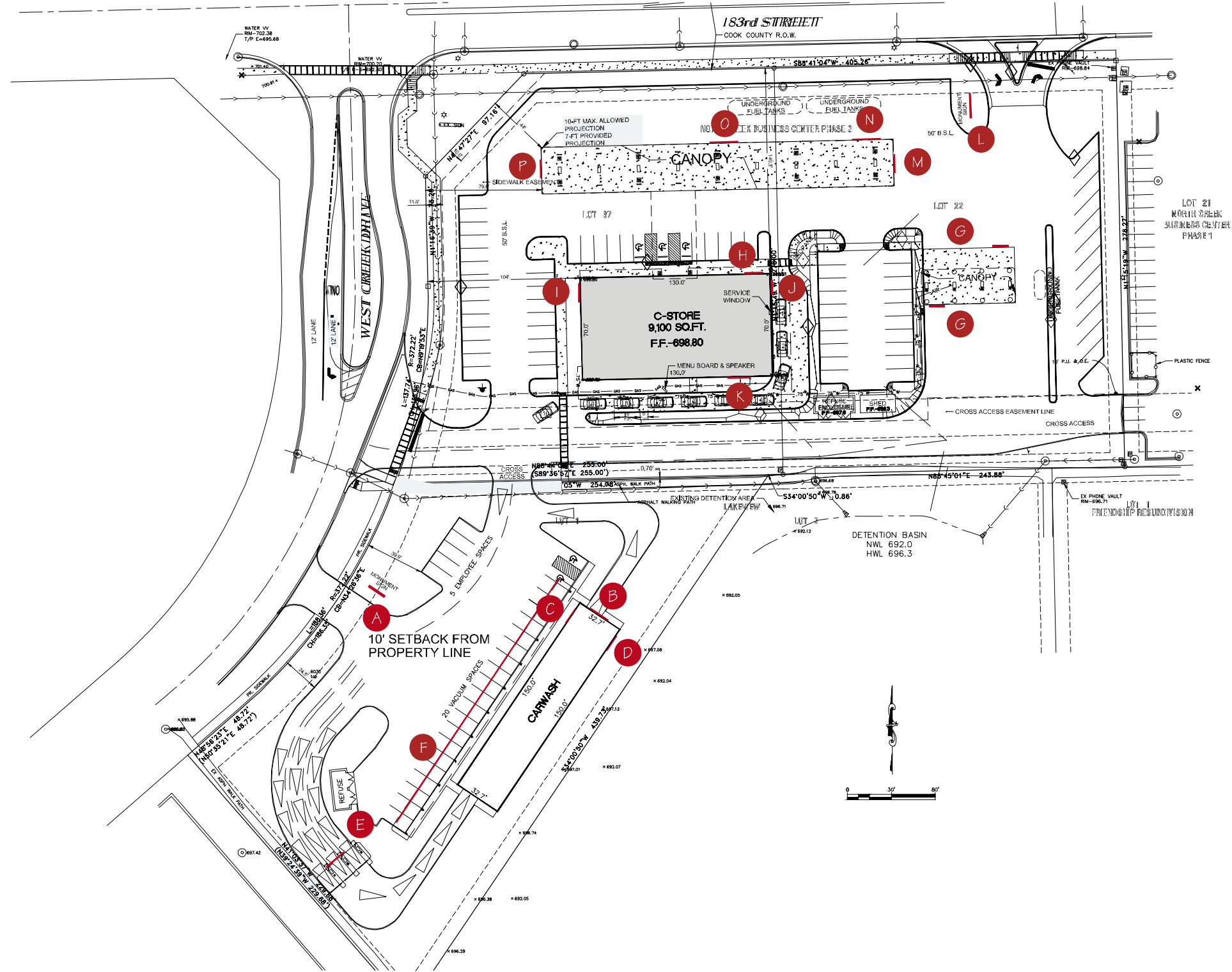


NORTHWEST ELEVATION
SCALE: 1/4" = 1'-0"

SOUTHWEST ELEVATION
 3476 TOTAL SQUARE FEET
 596 SQUARE FEET GLAZING
 2880 TOTAL SQUARE FEET MINUS GLAZING
 1800 SQUARE FEET [62.50%] MASONRY BRICK
 335 SQUARE FEET [11.63%] MASONRY STONE
 245 SQUARE FEET [8.51%] METAL
 500 SQUARE FEET [17.36%] SHINGLE ROOFING

GAS N WASH

7451 183RD STREET
TINLEY PARK, ILLINOIS



13401 SOUTHWEST HWY.,
ORLAND PARK, ILLINOIS

Since 1925

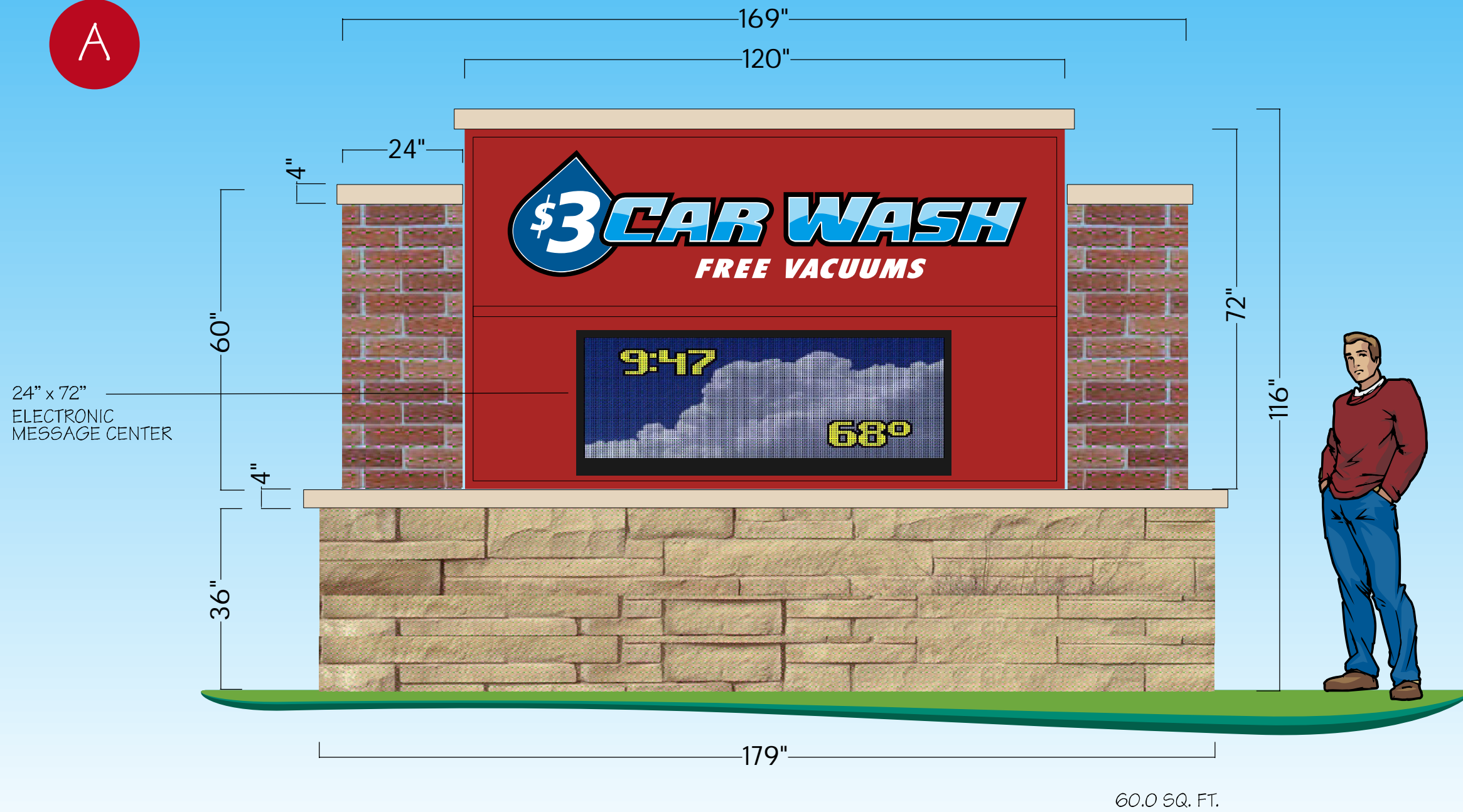
708-448-0826 • vbsign.com

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Approved _____
Date _____

| | | | | | | | | |
|----------|---------|--------------|--------------------------|---------|---------|---------|-------------|-----------|
| Scale | 1"=80' | Title | GAS N WASH - TINLEY PARK | | | | | |
| Date | 8-27-20 | Description | MONUMENT SIGN LOCATIONS | | | | | |
| Drawn By | ED | Revisions By | ED | ED | ED | ED | Drawing No. | 20-192.3C |
| | | Date | 9-1-20 | 9-14-20 | 9-15-20 | 9-16-20 | | |



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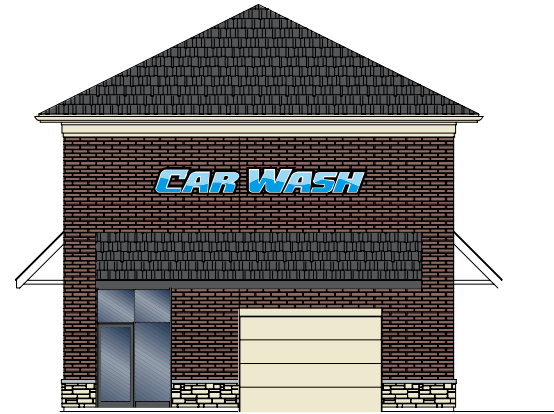
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|----------|----------|---------|--------------|---------|--------|--------|--------------------------|-------------|
| Approved | Scale | 1/2" | Title | | | | GAS N WASH - TINLEY PARK | |
| | Date | 8-27-20 | Description | | | | CAR WASH MONUMENT SIGN | |
| Date | Drawn By | ED | Revisions By | ED | ED | ED | Drawing No. | |
| | | | Date | 8-31-20 | 9-1-20 | 9-2-20 | | 20-192.2C B |



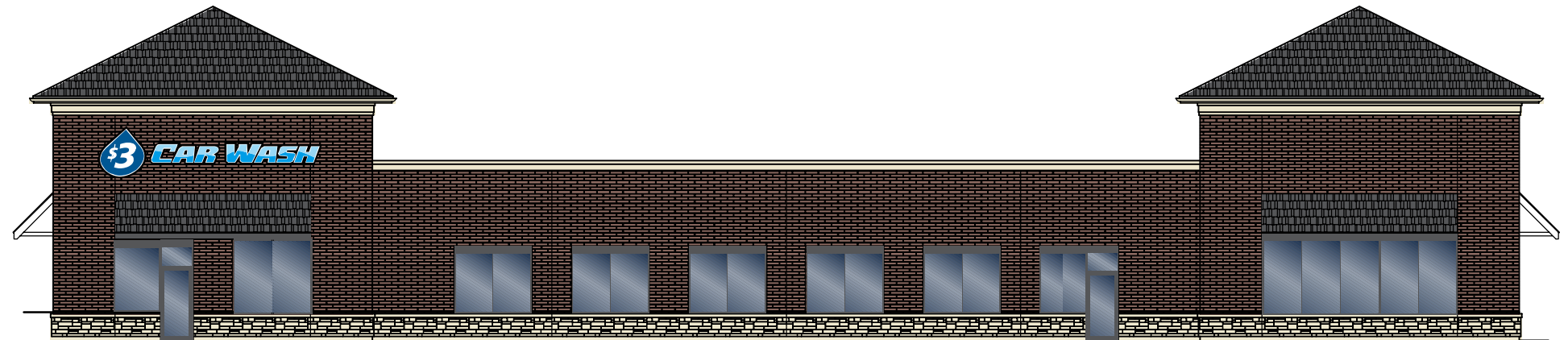
3/16" SCALE ILLUMINATED CHANNEL LETTERS - 41 SQ. FT.



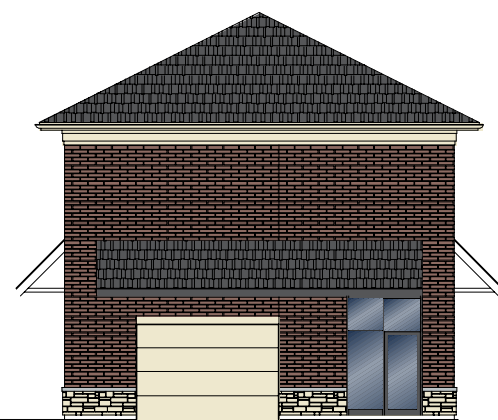
3/16" SCALE ILLUMINATED CHANNEL LETTERS - 68 SQ. FT.



NORTH ELEVATION 1/16" SCALE



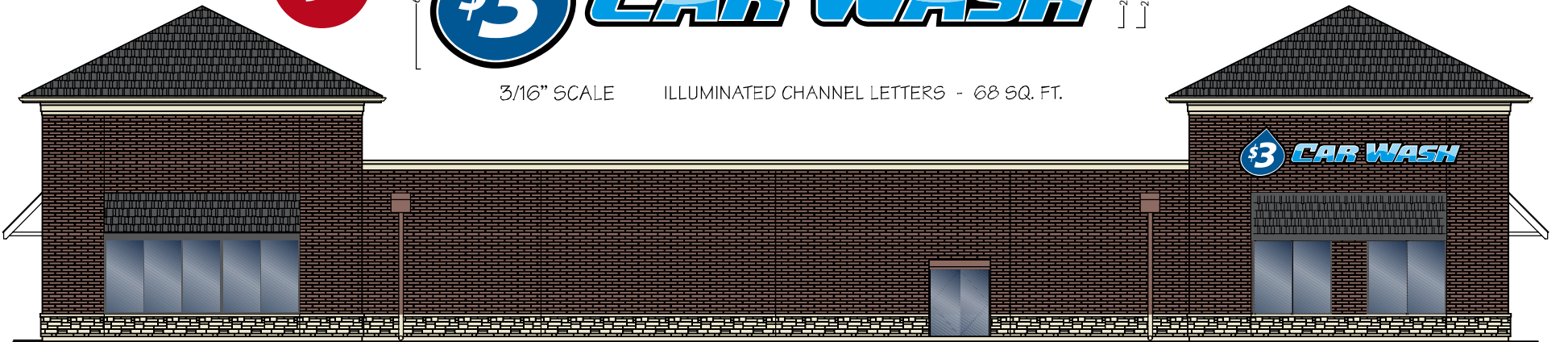
WEST ELEVATION 1/16" SCALE



SOUTH ELEVATION 1/16" SCALE



3/16" SCALE ILLUMINATED CHANNEL LETTERS - 68 SQ. FT.



EAST ELEVATION 1/16" SCALE



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ORLAND PARK, ILLINOIS

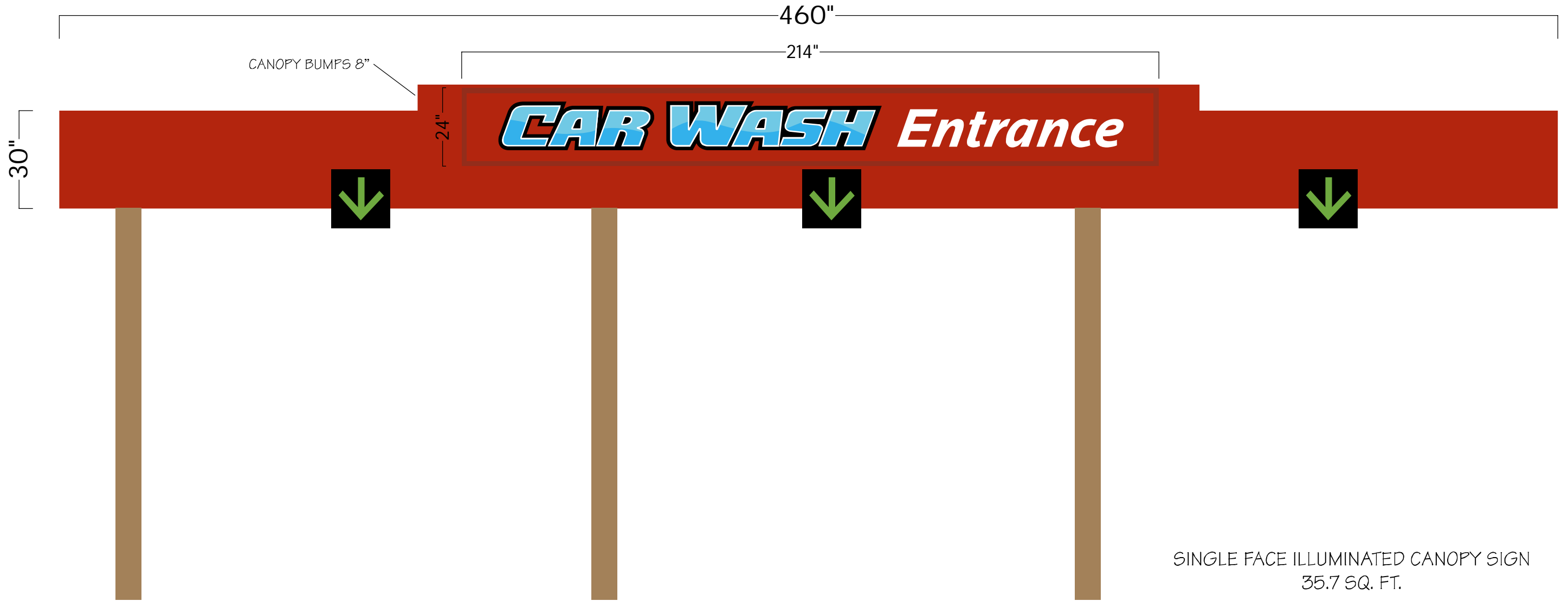
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|----------|-------|----------|-------------|--------------|---------|--------|---------------------------|-----------|
| Approved | Scale | NOTED | Title | | | | GAS N WASH - TINLEY PARK | |
| | Date | 8-26-20 | Description | | | | CAR WASH BUILDING LETTERS | |
| | Date | Drawn By | ED | Revisions By | ED | ED | Drawing No. | 20-192.1C |
| | | | | Date | 8-27-20 | 9-1-20 | | |



SINGLE FACE ILLUMINATED CANOPY SIGN
35.7 SQ. FT.



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ORLAND PARK, ILLINOIS

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Notes _____

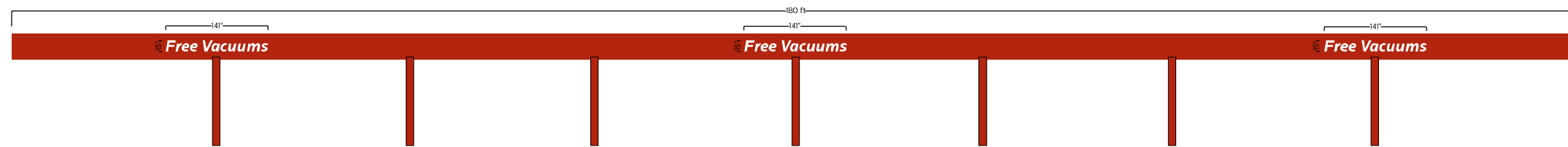
Approved _____ Date _____

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| | | | | | | |
|----------|---------|--------------|--------------------------|---------|---------|---------|
| Scale | 3/8" | Title | GAS N WASH - TINLEY PARK | | | |
| Date | 8-27-20 | Description | CAR WASH PAY CANOPY | | | |
| Drawn By | ED | Revisions By | ED | ED | ED | ED |
| | | Date | 9-1-20 | 9-14-20 | 9-15-20 | 9-18-20 |
| | | Drawing No. | 20-192.4C | | | |



1/2" SCALE
 HP DIE CUT VINYL GRAPHICS
 14.7 SQ. FT.



VACUUM CANOPY - 183rd TINLEY PARK 1/16" SCALE



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 ORLAND PARK, ILLINOIS
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Notes _____

Approved _____ Date _____

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| | | | | | | |
|----------|---------|--------------|--------------------------|--|--|-------------|
| Scale | NOTED | Title | GAS N WASH - TINLEY PARK | | | |
| Date | 9-14-20 | Description | VACUUM CANOPY | | | |
| Drawn By | ED | Revisions By | | | | Drawing No. |
| | | Date | | | | 20-192.5C |



32.5 SQ. FT.

1/4" SCALE

X2 SHOWINGS

28 SQ. FT.

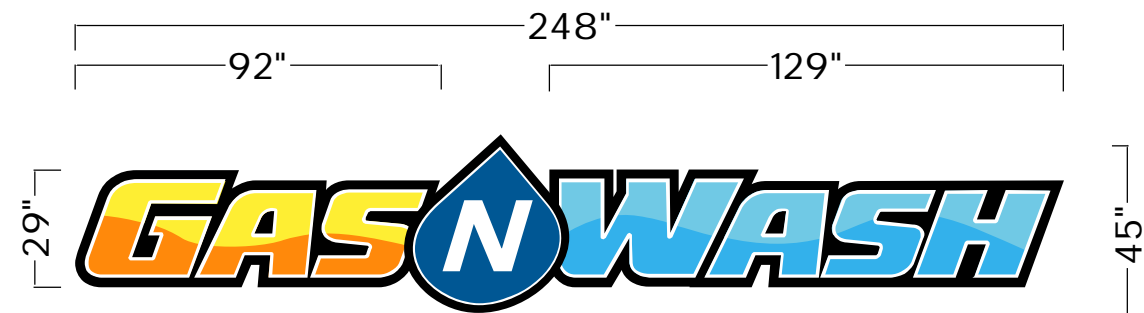


NORTH ELEVATION 1/16" SCALE



EAST ELEVATION 1/16" SCALE

WEST ELEVATION 1/16" SCALE



1/4" SCALE

X1 SHOWING

57.5 SQ. FT.



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ORLAND PARK, ILLINOIS

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creating these drawings.

| | | | | | | | |
|----------|---------|--------------|--------------------------|--|--|-------------|-----------|
| Scale | NOTED | Title | GAS N WASH - TINLEY PARK | | | | |
| Date | 9-14-20 | Description | CAR CANOPY | | | | |
| Drawn By | ED | Revisions By | ED | | | Drawing No. | 20-192.6C |
| | | Date | 9-16-20 | | | | |

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

RESOLUTION
NO. 2020-R-107

**A RESOLUTION APPROVING AND ACCEPTING A FINAL PLAT OF
NORTH CREEK GAS N WASH 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-107**A RESOLUTION APPROVING AND ACCEPTING A FINAL PLAT OF
NORTH CREEK GAS N WASH 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 North Creek Gas N Wash Resubdivision (“Final Plat”) pertaining to the construction of a car wash, gas station, and convenience store on certain real property at 18421 West Creek Drive and 7451 183rd Street, 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 Final Plat, was referred to the Plan Commission of the Village and has been processed in accordance with the Village of Tinley Park Zoning Ordinance; and

WHEREAS, the Plan Commission held a public hearing on the proposed Final Plat on October 1, 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;

WHEREAS, the Plan Commission voted 4-0 in favor to recommend said Final Plat be approved; and

WHEREAS, the Plan Commission of this Village has filed its report and findings and recommendations that the proposed Final Plat be granted with this President and Board of Trustees, and this Board of Trustees has duly considered said report of findings and recommendations; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve said Final Plat; and

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

SECTION 1: That the report and findings and recommendations of the Plan Commission of this Village are herein incorporated by reference as the findings of this Board of Trustees, as completely, as if fully recited herein at length.

SECTION 2: That the President and Board of Trustees of the Village of Tinley Park, hereby approve 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 17th day of November, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 17th day of November, 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-107, “A RESOLUTION APPROVING AND ACCEPTING A FINAL PLAT OF NORTH CREEK GAS N WASH RESUBDIVISION,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on November 17, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of November, 2020.

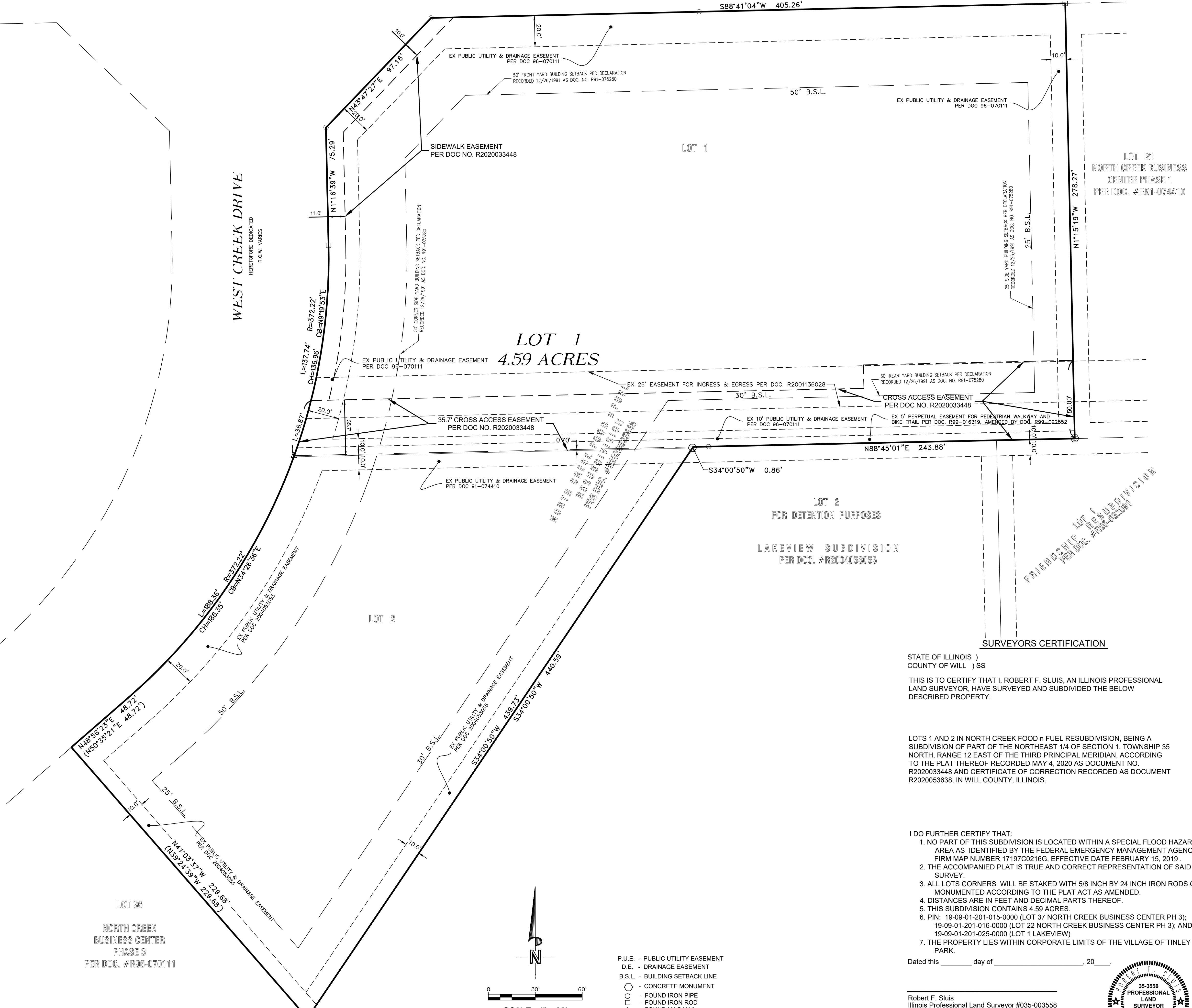
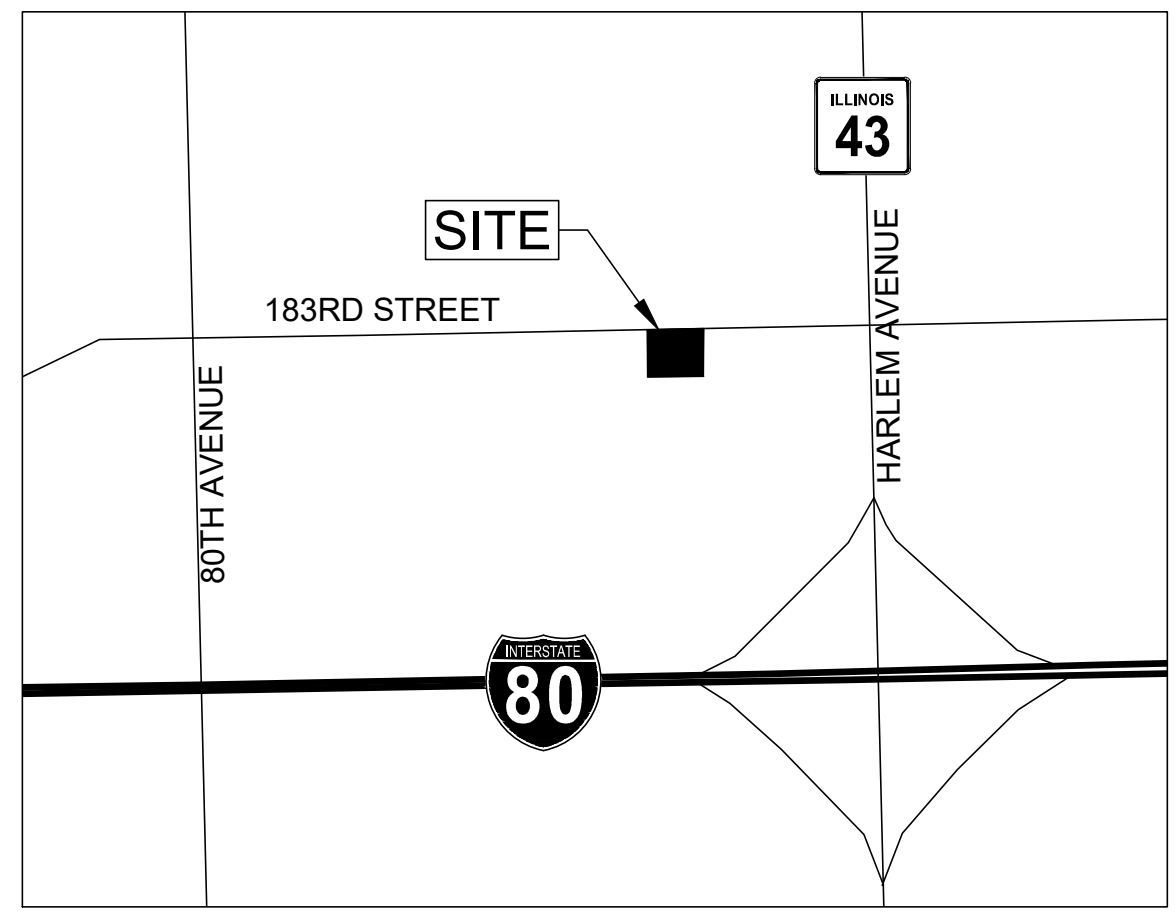
KRISTIN A. THIRION, VILLAGE CLERK

183rd STREET
HERETOFORE DEDICATED

VILLAGE OF TINLEY...

FINAL PLAT of NORTH CREEK GAS n WASH RESUBDIVISION

BEING A RESUBDIVISION OF LOTS 1 & 2 IN NORTH CREEK FOOD n FUEL, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS



LOT 2
FOR DETENTION PURPOSES
LAKEVIEW SUBDIVISION
PER DOC. # R2004053055

FRIENDSHIP PHASE 3 SUBDIVISION
PER DOC. # R00-022891

SURVEYORS CERTIFICATION

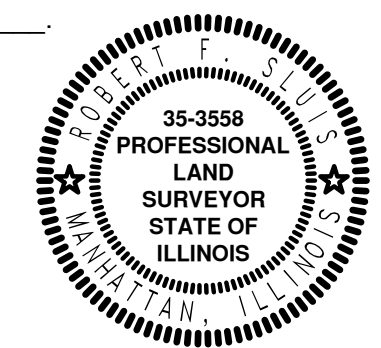
STATE OF ILLINOIS)
COUNTY OF WILL) SS
THIS IS TO CERTIFY THAT I, ROBERT F. SLUIS, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED AND SUBDIVIDED THE BELOW DESCRIBED PROPERTY:

LOTS 1 AND 2 IN NORTH CREEK FOOD n FUEL RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 4, 2020 AS DOCUMENT NO. R2020033448 AND CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT R2020053638, IN WILL COUNTY, ILLINOIS.

- I DO FURTHER CERTIFY THAT:
- NO PART OF THIS SUBDIVISION IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FIRM MAP NUMBER 17197C0216G, EFFECTIVE DATE FEBRUARY 15, 2019.
 - THE ACCOMPANIED PLAT IS TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.
 - ALL LOTS CORNERS WILL BE STAKED WITH 5/8 INCH BY 24 INCH IRON RODS OR MONUMENTED ACCORDING TO THE PLAT ACT AS AMENDED.
 - DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF.
 - THIS SUBDIVISION CONTAINS 4.59 ACRES.
 - PIN: 19-09-01-201-015-0000 (LOT 37 NORTH CREEK BUSINESS CENTER PH 3); 19-09-01-201-016-0000 (LOT 22 NORTH CREEK BUSINESS CENTER PH 3); AND 19-09-01-201-025-0000 (LOT 1 LAKEVIEW)
 - THE PROPERTY LIES WITHIN CORPORATE LIMITS OF THE VILLAGE OF TINLEY PARK.

Dated this _____ day of _____, 20__.

Robert F. Sluis
Illinois Professional Land Surveyor #035-003558
License Expires November 30, 2020



EASEMENT PROVISIONS
AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO:
COMMONWEALTH EDISON COMPANY
AND
SBC TELEPHONE COMPANY, GRANTEEES,

THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (OR SIMILAR DESIGNATION) WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2(C), AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPORTIONMENT TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING" AND "COMMON AREA". THE TERM "COMMON AREA OR AREAS", AND "COMMON ELEMENTS" INCLUDE REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEEES AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

An easement is hereby reserved for and granted to NORTHERN ILLINOIS GAS COMPANY, its successors and assigns, in all platted "easement" areas, streets, alleys, other public ways and places shown on this plat, said easement to be for the installation, maintenance, relocation, renewal and removal of gas mains and appurtenances for the purpose of serving all areas shown on this plat as well as other property, whether or not contiguous thereto. No buildings or other structures shall be constructed or erected in any such "easement" areas, streets, alleys, or other public ways or places nor shall any other use be made thereof which will interfere with the easements reserved and granted hereby.

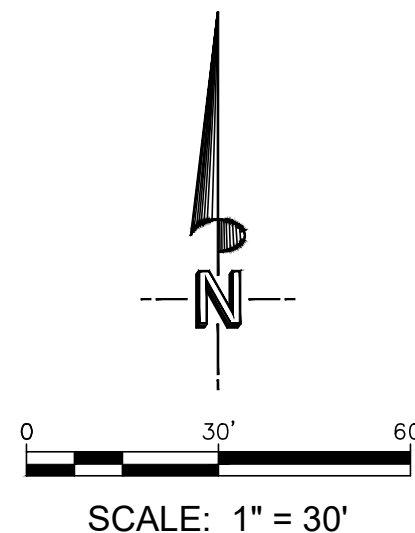
An easement for serving the subdivision and other property with cable television is hereby reserved for and granted to an approved cable company, their respective successors and assigns, to install, operate, maintain, and remove, from time to time, facilities used in connection with overhead and underground transmissions and distribution of cable tv signals in all platted easement areas, streets, alleys, other public ways and places shown on this plat, together with the right to install required service connection over or under each lot to serve improvements thereon. No building or other structures shall be constructed or erected in any easement area without the prior written consent of grantee.

| REVISIONS | | |
|-----------|-----|-------------|
| DATE | BY | DESCRIPTION |
| 9/1/20 | BPH | PER VILLAGE |
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MGA CIVIL ENGINEERING SURVEYING
M GINGERICH GEREAX & ASSOCIATES
Professional Design Firm License # 184.005003
P. 815-478-9680 www.mg2a.com F. 815-478-9685
25620 S. GOUGAR RD | MANHATTAN, IL, 60442

| | |
|--------------|------------|
| ORDERED BY: | GAS N WASH |
| DATE ISSUED: | 9/1/2020 |
| DATE: | 9/1/2020 |
| DR. BY: | JWP |
| CHK. BY: | RFS |
| JOB NO.: | 20-643 |
| PG.: | 1 of 2 |

LOT 36
NORTH CREEK
BUSINESS CENTER
PHASE 3
PER DOC. # R06-070111



- P.U.E. - PUBLIC UTILITY EASEMENT
- D.E. - DRAINAGE EASEMENT
- B.S.L. - BUILDING SETBACK LINE
- - CONCRETE MONUMENT
- - FOUND IRON PIPE
- △ - FOUND IRON ROD
- ▲ - FOUND MAG NAIL

FINAL PLAT

of

NORTH CREEK GAS n WASH RESUBDIVISION

BEING A RESUBDIVISION OF LOTS 1 & 2 IN NORTH CREEK FOOD n FUEL RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
)SS
 COUNTY OF WILL)

I, _____, COUNTY CLERK OF WILL COUNTY, ILLINOIS, AND CUSTODIAN OF THE RECORDS AND FILES OF SAID OFFICE, DO HEREBY CERTIFY THAT I FIND FROM SUCH RECORDS AND FILES, NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO DELINQUENT SPECIAL ASSESSMENTS ON FILE AGAINST THE TRACT OF LAND DESCRIBED ON THE ATTACHED PLAT OF "NORTH CREEK GAS n WASH RESUBDIVISION", AND THAT THERE ARE NO UNPAID DEFERRED INSTALLMENTS OF SPECIAL ASSESSMENTS AGAINST THE SAID PROPERTY OR ANY PART THEREOF.

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

 COUNTY CLERK

TAX MAPPING CERTIFICATE

STATE OF ILLINOIS)
)SS
 COUNTY OF WILL)

I, _____, DIRECTOR OF THE TAX MAPPING AND PLATTING OFFICE OF WILL COUNTY, DO HEREBY CERTIFY THAT I HAVE CHECKED THE PROPERTY DESCRIPTION OF THE PLAT AGAINST AVAILABLE COUNTY RECORDS AND FIND SAID DESCRIPTION TO BE TRUE AND CORRECT. THE PROPERTY HEREIN DESCRIBED IS LOCATED ON TAX MAP # 09-01B-W AND IDENTIFIED AS PERMANENT REAL ESTATE TAX INDEX NUMBER (PIN)s 19-09-01-201-015-0000 & 19-09-01-201-016-0000, AND 19-09-01-201-025-0000

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

 DIRECTOR

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
)SS
 COUNTY OF WILL)

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF WILL COUNTY, AFORESAID ON THE ____ DAY OF _____, 20__ A.D. AT _____ O'CLOCK ____ M.

 WILL COUNTY RECORDER

COUNTY 9-1-1 EMERGENCY TELEPHONE SYSTEM APPROVAL CERTIFICATE

STATE OF ILLINOIS)
)SS
 COUNTY OF WILL)

THIS PLAT HAS BEEN CHECKED FOR CONFORMANCE TO ALL WILL COUNTY 9-1-1 EMERGENCY TELEPHONE SYSTEM REQUIREMENTS.

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

 CHIEF ADMINISTRATOR

OWNERSHIP CERTIFICATE

STATE OF ILLINOIS)
)SS
 COUNTY OF _____)

LENNY'S FOOD N FUEL 183RD STREET, LLC IS THE OWNER OF THE LAND DESCRIBED IN THE ATTACHED PLAT HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND PLATED AS SHOWN BY THE PLAT FOR USES AND PURPOSES AS INDICATED THEREON, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

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

BY _____ OWNER:
 (OWNER) LENNY'S FOOD N FUEL 183RD STREET, LLC
 8200 185TH ST. - UNIT K
 TINLEY PARK, IL 60487

VILLAGE PLANNING COMMISSION CERTIFICATE

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

APPROVED BY THE PLANNING COMMISSION OF THE VILLAGE OF TINLEY PARK, ILLINOIS,

AT A MEETING HELD ON THE ____ DAY OF _____, A.D., _____.

 CHAIRPERSON

 SECRETARY

VILLAGE BOARD CERTIFICATE

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

APPROVED BY THE MAYOR AND THE BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, ILLINOIS,

AT A MEETING HELD ON THE ____ DAY OF _____, A.D., _____.

 VILLAGE PRESIDENT

 CLERK

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS)
)SS
 COUNTY OF _____)
 COUNTY OF _____)

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

DATED THIS ____ DAY OF _____, 20 ____.

 ENGINEER

DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
)SS
 COUNTY OF _____)

THE UNDERSIGNED HEREBY CERTIFIES THAT, TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THIS CONSOLIDATION OR THAT, IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION WILL BE MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS THAT THE OWNER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO ELIMINATE THE LIKELIHOOD OF DAMAGE TO ADJOINING PROPERTY OWNERS BECAUSE OF THIS CONSOLIDATION. THE EXISTING OVERLAND FLOW ROUTES WILL CONFORM TO THE ORIGINAL SUBDIVISION GRADING PLAN AND ACCEPTED ENGINEERING DESIGN. SHOULD ANY PONDING OCCUR ON-SITE, IT WILL BE OUR RESPONSIBILITY TO ADDRESS AS PER ALL REQUIREMENTS OF THE VILLAGE'S CODES, ORDINANCES, AND REGULATIONS RELATED TO STORMWATER MANAGEMENT, SOIL EROSION CONTROL, AND SITE GRADING.

DATED THIS ____ DAY OF _____, 20 ____.

 ENGINEER

 ILLINOIS LICENSE #

VILLAGE ASSESSMENTS CERTIFICATE

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

I HEREBY CERTIFY THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS ON THE ABOVE DESCRIBED PROPERTY.

DATED AT TINLEY PARK, ILLINOIS ON THE ____ DAY OF _____

A.D., _____.

 VILLAGE CLERK

NOTARY CERTIFICATE

STATE OF ILLINOIS)
)SS
 COUNTY OF _____)

I, _____, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE PEOPLE WHOSE SIGNATURES APPEAR IN THE "OWNERSHIP CERTIFICATE" ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED ON THE FOREGOING INSTRUMENT AS SUCH OWNERS AND THAT THEY APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL

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

 (NOTARY PUBLIC)

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS)
)SS
 COUNTY OF _____)

TO THE BEST OF THE UNDERSIGNED OWNER'S KNOWLEDGE, THE ABOVE DESCRIBED SUBDIVISION KNOWN AS NORTH CREEK GAS n WASH RESUBDIVISION LIES WITHIN SUMMIT HILL SCHOOL DISTRICT 161 AND LINCOLN WAY HIGH SCHOOL DISTRICT #210.

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

BY _____
 (OWNER)

NOTARY CERTIFICATE

STATE OF ILLINOIS)
)SS
 COUNTY OF _____)

I, _____, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE PEOPLE WHOSE SIGNATURES APPEAR IN THE "SCHOOL DISTRICT CERTIFICATE" ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED ON THE FOREGOING INSTRUMENT AS SUCH OWNERS AND THAT THEY APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL

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

 (NOTARY PUBLIC)

| REVISIONS | | |
|-----------|-----|-------------|
| DATE | BY | DESCRIPTION |
| 9/1/20 | BPH | PER VILLAGE |
| 9/14/20 | BPH | PER VILLAGE |
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M GINGERICH GEREAX & ASSOCIATES
 Professional Design Firm License # 184.005003
 P. 815-478-9680 www.mg2a.com F. 815-478-9685
 25620 S. GOUGAR RD | MANHATTAN, IL, 60442

| | |
|-----------------|---------------------------------------|
| ORDERED BY: | GAS N WASH |
| DATE ISSUED: | DATE: 9/1/2020 |
| DATE NO. 20-643 | DR: B.Y. JWP CA: B. TRFS FILE: 2 of 2 |

**Interoffice****Memo**

Date: October 20, 2020

To: Mayor & Village Board
Dave Niemeyer, Village Manager

From: Kimberly Clarke, AICP
Community Development Director

Subject: Vequity Construction Foundation Only Permit-17100 Harlem Avenue.

BACKGROUND

Vequity Construction received zoning approval for their gas station project on February 4, 2020. Building plans were submitted in April to construct a vanilla box for a future gas station/convenience store. The property borders two Right of Ways of which are controlled by IDOT and Cook County. Due to COVID, the review process with these entities has been delayed and therefore is holding up their ability to get a full building permit from the Village. In order to meet their schedule, Vequity Construction is requesting a Foundation Only Permit (FOP) be issued prior to their full permit which is awaiting final engineering approval and IDOT and Cook County permits.

This item was discussed at the Committee of the Whole meeting on October 20,2020.

REQUEST

Consider adopting the attached Resolution authorizing a foundation only permit to Vequity Construction to commence work at 17100 Harlem Avenue.

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

RESOLUTION
NO. 2020-R-108

**A RESOLUTION APPROVING A FOUNDATION ONLY PERMIT FOR VEQUITY
CONSTRUCTION FOR PROPERTY LOCATED AT 17100 HARLEM 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
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-108**A RESOLUTION APPROVING A FOUNDATION ONLY PERMIT TO VEQUITY
CONSTRUCTION FOR PROPERTY AT 17100 HARLEM AVENUE**

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

WHEREAS, the Village of Tinley Park (“Village”) previously approved Foundation Only Permits pursuant to Resolution No. 19-R-079 to provide certain guarantees and building requirements for construction projects in the Village; and

WHEREAS, Vequity Construction LLC, desire to obtain a Foundation Only Permit (“FOP”) to start construction on their commercial project for a gas station and convenience store located at the 17100 Harlem Avenue (“Subject Property”); and

WHEREAS, the building permit cannot be issued for this project due to permits pending by the IDOT and Cook County for the project at the Subject Property; and

WHEREAS, the Village has previously approved Final Plat for project and site plan attached hereto 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 interest of Village of Tinley Park and its residents to approve said FOP for Vequity Construction to continue with the foundation of the commercial building; and

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

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

SECTION 2: The President and Board of Trustees of the Village of Tinley Park hereby approve a Foundation Only Permit to Vequity Construction to continue construction of the proposed gas station and convenience store located at 17100 Harlem Avenue and the Village Manager and/or

his designee is authorized to execute all documentation required to memorialize said FOP, subject to review and revision as to form by the Village Attorney.

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

SECTION 4: That 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 20th day of October, 2020.

AYES: Berg, Brady, Brennan, Galante, Glotz, Mueller

NAYS: None

ABSENT: None

APPROVED THIS 20th day of October, 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-108, “A RESOLUTION APPROVING A FOUNDATION ONLY PERMIT FOR VEQUITY CONSTRUCTION FOR PROPERTY LOCATED AT 17100 HARLEM AVENUE,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 20, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of October, 2020.

KRISTIN A. THIRION, VILLAGE CLERK



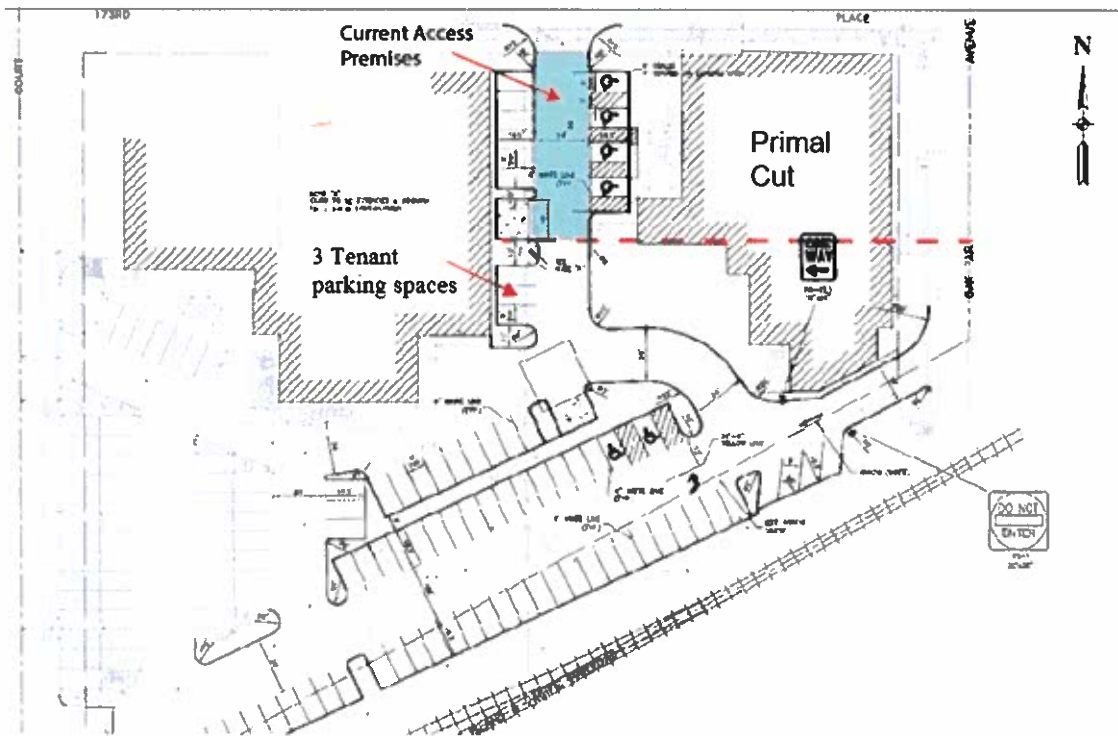
Interoffice Memo

Date: October 20, 2020

To: Kimberly Clarke, AICP
Community Development Director

From: Paula J. Wallrich, AICP
Planning Manager

Subject: Tom Hynes (Elevated Enterprises, LLC) Access Agreement -17344 Oak Park



Avenue

Background

The Village entered into an access agreement with the property owner of 17344 Oak Park Avenue (OPA), in September, 2000, as part of the Village's efforts to create public parking in the area west of OPA and north of the Metra tracks. This 20-year lease agreement provided the Village with the rights to use the area to construct a municipal parking lot. This addressed a parking concern for Metra users and downtown businesses at that time. The Village paid for all of the improvements

which included access from 173rd Place, Oak Park Avenue and 68th Court and the creation of over 80 parking spaces. The agreement expired on October 11, 2020.

Discussion

Staff has worked with the current property owner, Tom Hynes, (17344 OPA), to renew this agreement which necessitated the inclusion of the planning for an outdoor patio by his tenant, Paul Spass (Primal Cut). Mr. Spass has expressed interest in developing an outdoor patio at the rear (west) side of the building that will encroach on the existing 24' wide two-way drive aisle. He has requested the aisle be reduced to a 20' wide one-way drive aisle (southbound). Staff has worked with the Village Attorney to revise the agreements so that access to the municipal parking lot is protected regardless if Mr. Spass moves forward with his patio plans.

Mr. Hynes has agreed to the agreement; a signed copy is provided for Village Board review. The major components of the agreement are summarized below.

- Village leases west 24' feet of Hynes' property to maintain current 24' two-way aisle configuration;
- Term of lease is Oct 10, 2020- Oct 9, 2040;
- Owner agrees to maintain access in an unobstructed manner;
- Village shall provide 3 parking spaces for exclusive use of Owner's residential tenants;
- Village shall maintain trash enclosure; Owner is responsible for removal of all rubbish and debris in the dumpster area; and
- Owner has right to reconfigure access aisle to a one-way 20' southbound drive aisle during the life of the agreement conditioned upon the Owner paying for all improvements related to the reconfiguration of the drive aisle including, but not limited to, the reconfiguration of the parking stalls west of the drive aisle (including the three tenant parking spaces), the entrance from 173rd Place including new curb, any requisite utility relocation, all curb on and off-site required for the reduction in aisle width and signage.

Request

At the September 15, 2020, Committee of the Whole meeting the Village Board directed staff to finalize the agreement with Mr. Hynes. Staff is requesting the Village Board adopt the Resolution approving the Access and Parking Agreement with Elevated Enterprises, LLC., (Tom Hynes).

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

RESOLUTION
NO. 2020-R-096

**A RESOLUTION APPROVING THE ACCESS AND PARKING LEASE
AGREEMENT BETWEEN ELEVATED ENTERPRISES, LLC., AND THE
VILLAGE OF TINLEY PARK FOR PROPERTY LOCATED AT 17344 OAK
PARK 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
Peterson, Johnson, & Murray Chicago, I.L.C, Village Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

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

RESOLUTION NO. 2020-R-096

A RESOLUTION APPROVING THE ACCESS AND PARKING LEASE AGREEMENT BETWEEN ELEVATED ENTERPRISES, LLC., AND THE VILLAGE OF TINLEY PARK FOR PROPERTY LOCATED AT 17344 OAK PARK AVENUE

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

WHEREAS, 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 an agreement regulating the access and parking for the municipal parking lot located west of Oak Park Avenue and north of the Metra tracks; and

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

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

SECTION 2: The Agreement attached hereto as Exhibit 1 and made a part hereof, is hereby approved and accepted, and the Village President is hereby authorized to execute the Agreement on behalf of the Village.

SECTION 3: Effective Date. This Resolution shall be in full force and effect immediately up on its passage by the President and Board of Trustees and approval as provided by law.

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 20th day of October, 2020.

AYES:

NAYS:

ABSENT

APPROVED THIS 20th day of October, 2020.

By: _____
Village President

ATTEST:

By: _____
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-096, "A RESOLUTION APPROVING THE ACCESS AND PARKING AGREEMENT BETWEEN ELEVATED ENTERPRISES, LLC., AND THE VILLAGE OF TINLEY PARK FOR PROPERTY LOCATED AT 17344 OAK PARK AVENUE)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 20, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of October, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

ACCESS AND PARKING LEASE AGREEMENT

17344 Oak Park Avenue (28-30-313-008-0000)

THIS AGREEMENT is made and entered into effect the 14th day of October 2020, by and between ELEVATED ENTERPRISES, LLC, hereinafter referred to as "Owner", and the VILLAGE OF TINLEY PARK, an Illinois municipal corporation, hereinafter referred to as "Village."

In consideration of the rents and agreements herein contained, Owner agrees to lease to the Village the west twenty-four feet of Owner's property, hereinafter referred to as the "Current Access Premises", located at 17344 South Oak Park in the Village of Tinley Park, Illinois, described and depicted in "EXHIBIT A," for a term of twenty (20) years for use as a two-way access drive aisle. However, Owner shall have to the option to reconfigure the access drive aisle (the "Reconfiguration Option") as depicted in "EXHIBIT B", resulting in a twenty-foot one-way southbound drive aisle (hereinafter referred to as the "Reconfigured Access Premises"). The Village agrees to lease to the Owner three parking spaces, as depicted in "EXHIBIT C" attached hereto (hereinafter referred to as the "Parking Premises") for use by Owner's tenants. This Agreement is subject to the following terms and conditions:

1. The Village enters this Agreement pursuant to Article VII, Section 10 of the Constitution of the State of Illinois.

2. The term of this lease shall be for a period of twenty (20) years, commencing on October 10, 2020, and terminating on October 9, 2040.

3. The Village agrees to pay to the Owner for the use of the Current Access Premises and, in the event of its construction, the Reconfigured Access Premises (collectively the "Access Premises") an annual rent of \$1.00; the Owner agrees to pay to the Village for the use of the Parking Premises an annual rent of \$1.00.

4. The Village shall have the right to terminate this Agreement for any reason upon thirty (30) days prior written notice to the Owner.

5. The Village covenants and agrees to use and to occupy the Access Premises only for an access drive aisle; the Owner covenants and agrees to use and occupy the Parking Premises only for tenant parking.

6. The Owner covenants and agrees that it shall continue to preserve the twenty-four-foot two-way Current Access Premises drive aisle as an unobstructed drive aisle as depicted in Exhibit A unless the Owner exercises its Reconfiguration Option to construct the Reconfigured Access Premises.

7. In the event that Owner exercises its Reconfiguration Option to construct the access drive aisle as the Reconfigured Access Premises, the Owner covenants and agrees that it shall pay all costs related to constructing the twenty foot one-way access drive aisle including, but not limited, to the reconfiguration of the parking stalls west of the drive aisle (including the Parking Premises), the entrance from 173rd Place including new curb, any requisite utility relocation, all curb

reconstruction on and off-site required for the reduction in aisle width, and signage. The Owner shall identify the three tenant parking spaces on the Parking Premises with appropriate signage for the exclusive use by the three residential tenants located on the second floor of 17344 Oak Park Avenue.

8. The Owner, during the entire term of the Agreement, shall monitor and remove all rubbish and debris from the Access Premises and Parking Premises generated by the commercial businesses and residential tenants located at 17344 Oak Park Avenue, Tinley Park, Illinois.

9. The Village will maintain a centralized dumpster area depicted in "EXHIBIT D" attached hereto. The Owner shall monitor and be responsible for removal of all rubbish and debris placed in the dumpster area.

10. The Village shall have the right to make alterations, improvements and repairs to the Access Premises in order to maintain access to the municipal parking lot, including but not limited to: seal coating and/or repaving; striping; installing all necessary signage and overhead parking lot lighting; landscaping; and performing snow removal and landscape maintenance during the term of this Agreement.

11. The Owner and the Village covenants with each other that upon performing and observing the covenants and conditions on their respective parts as contained herein, shall and may peaceably and quietly have, hold, and enjoy the premises for the term described without any interruption by either party. Neither party will cause nor suffer any nuisance on the premises set forth above.

12. In the event Owner elects not to exercise its Reconfiguration Option, Owner shall continue to maintain the Current Access Premises in its current condition. Owner's failure to construct the Reconfigured Access Premises shall not constitute a breach of this Agreement, and Village's lease of the Access Premises shall continue for the term of this Agreement.

13. Any notice, request or other communication to be given by any party hereunder shall be in writing and shall be deemed adequately given only if (i) sent by personal delivery, (ii) by Federal Express or other overnight messenger service, (iii) first class registered or certified mail, postage prepaid, return receipt requested or (iv) by electronic mail, and addressed to the party for whom such notices are intended, addressed in each case as follows:

OWNER:

Thomas Hynes
PARTNER
Elevated Enterprises LLC
11105 S. Nashville Ave.
Worth IL 60482

With a copy to:

VILLAGE: Village of Tinley Park
David Niemeyer
16250 South Oak Park Avenue
Tinley Park, Illinois 60477
dniemeyer@tinleypark.org
Fax: (708) 444-5099

With a copy to: Peterson Johnson & Murray, LLC
Kevin Kearney
200 W Adams, Suite 2125
Chicago, Illinois 60606
kkearney@pjmlaw.com
Fax: (312) 896-9318

14. Except as to any negligence of the Owner, the Village shall protect, indemnify and save harmless the Owner from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done in, upon or about the leased premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by the Village or any person claiming through or under the Village.
15. If any provision of this Agreement is deemed illegal or unenforceable by a court of competent jurisdiction, it is agreed by both parties that the remainder of this Agreement shall not be affected.
16. No current or future member of the Village or the Board of Trustees, commission or agency, official, or employee of the Village shall have any personal interest, direct or indirect, in this Agreement. Nor shall any current or future member, official or employee participate in any decision relating to the Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested. No current or future member, official, or employee of Village shall be personally liable to the Owner, or to any successor in interest, to perform any commitment or obligation of the Village under the Agreement nor shall any such person be personally liable in the event of any default or breach by the Village.
17. Owner represents and warrants that it has full corporate right, power, and authority to enter into this Agreement and to perform its obligations under this Agreement. Owner further represents and warrants that all corporate action necessary for the execution, delivery, and performance of this Lease by the Owner has been taken, and that this Agreement is the legally binding obligation of Owner, enforceable in accordance with its terms.

18. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto; except that if any part of this lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be executed and delivered as of the Execution Date.

OWNER:

VILLAGE OF TINLEY PARK

By: *Thomas Hynes PARTNER*
Kevin Hynes PARTNER

By: _____

Attest: _____

Attest: _____

Date: 10-14-2020

Date: _____

EXHIBIT A Current Access Premises

LOT 1 BLOCK 2 IN CHRISTIAN ANDRES' SUBDIVISION OF PART OF THE SOUTH HALF OF LOT 1 LYING NORTH OF CHICAGO ROCK ISLAND AND PACIFIC RAILROAD IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PIN: 28-30-313-008-0000

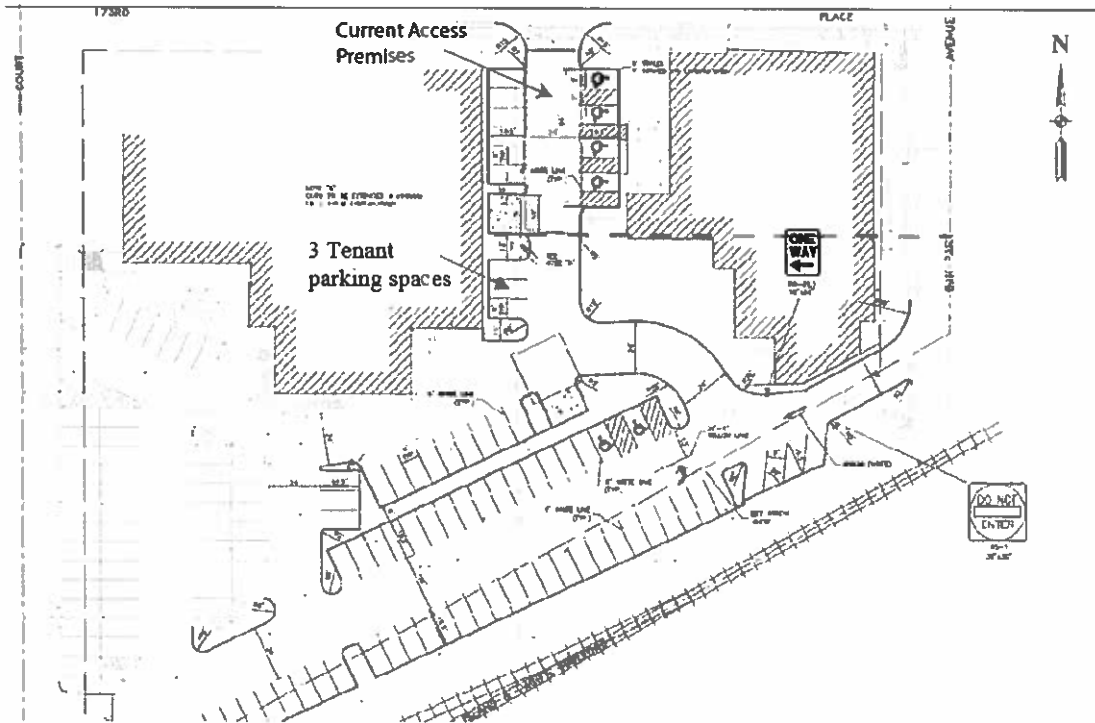


EXHIBIT B Reconfigured Access Premises

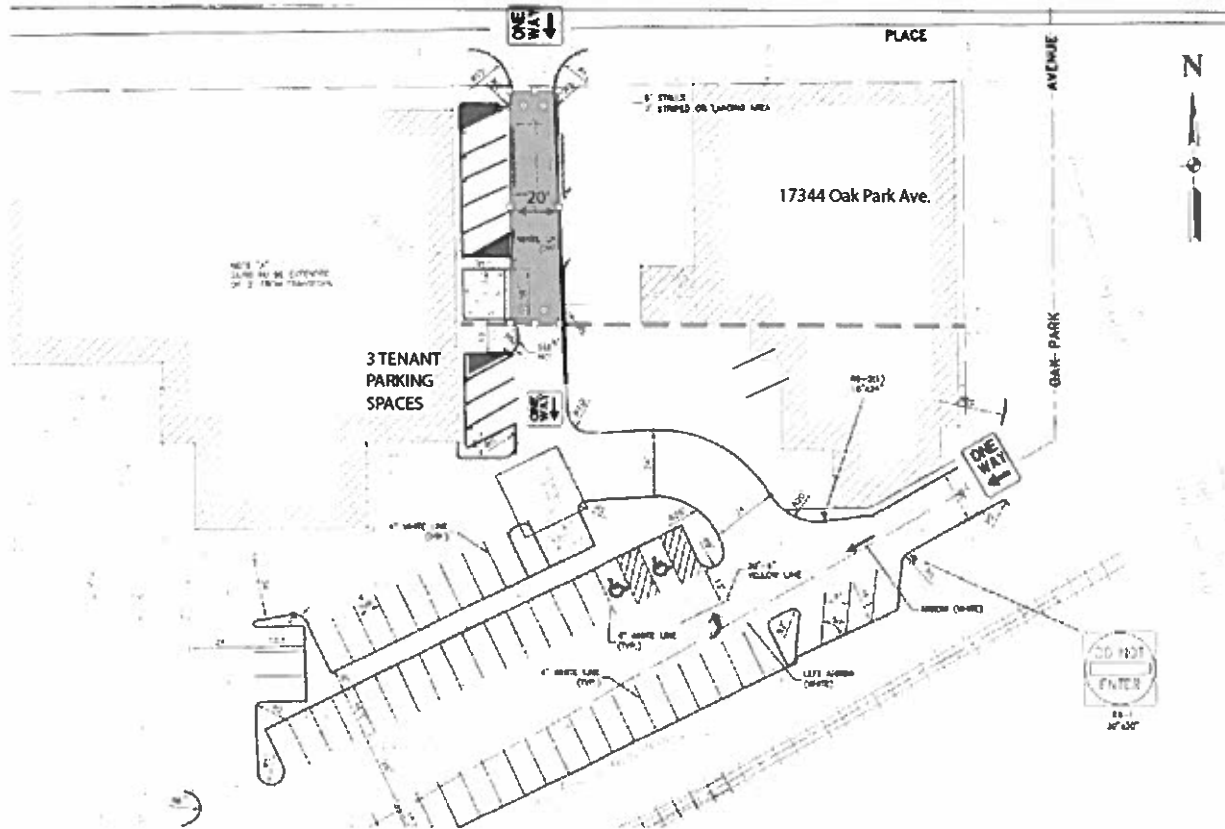


EXHIBIT C Parking Premises

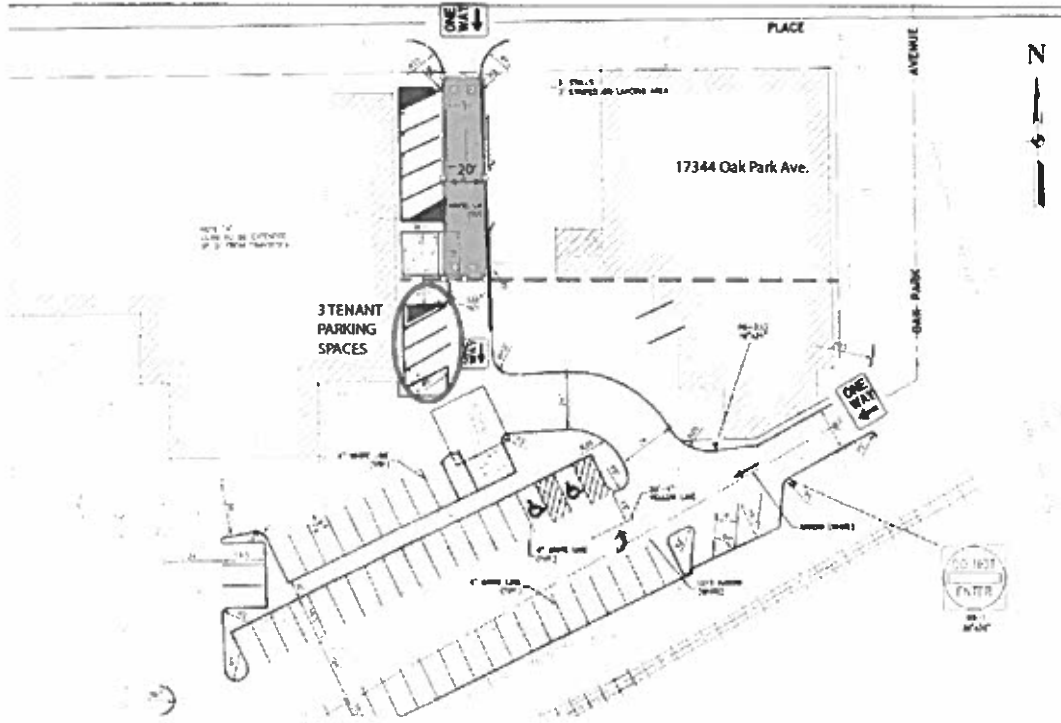
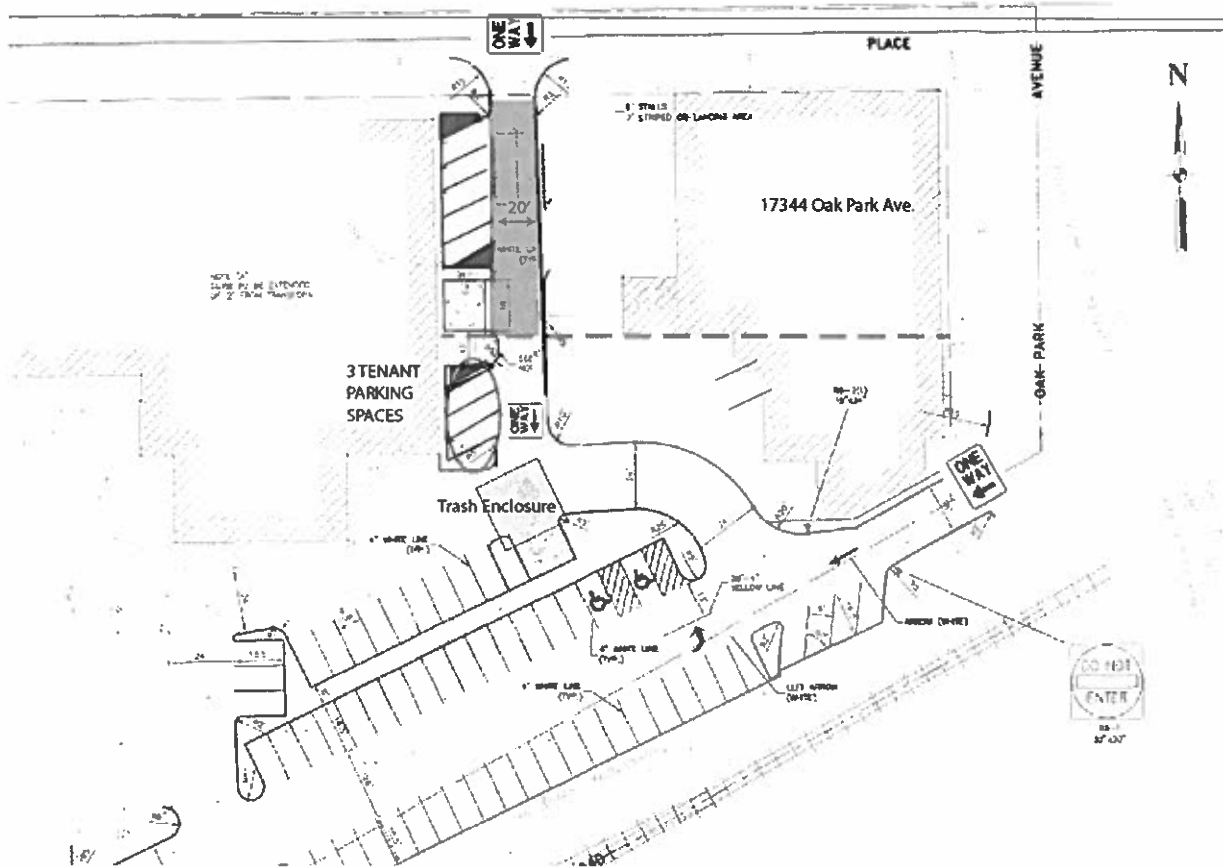


EXHIBIT D Trash Enclosure





Interoffice

Memo

Date: October 20, 2020

To: Kimberly Clarke, AICP
Community Development Director

From: Paula J. Wallrich, AICP
Planning Manager

Subject: Tom Hynes (Elevated Enterprises, LLC) Encroachment Agreement-17344 Oak Park Avenue



Background

The patio area in front of the Primal Cut entrance at 17344 Oak Park Avenue (OPA) encroaches on the public right-of-way. This has existed for some time, however there has been no formal recognition of the encroachment. The owner of Primal Cut, Paul Spass, is proposing to enclose this area to provide year-round use of the area. Use of public ROW requires a 'right to encroach' through a ROW Encroachment Agreement as discussed below.

Discussion

A recent survey indicates an encroachment between 3.51' to 4.26' for a brick wall, stairs and patio area on the Oak Park Avenue right-of-way (ROW) for property located at 17344 Oak Park Avenue.

The encroachment agreement provides for a permanent acknowledgement of the existence of the encroachment and eliminates the Village's liability for their use.

A summary of the main points of the encroachment agreement are as follows:

- Agreement provides a right to encroach upon the Oak Park Avenue ROW as long as the improvements do not impair the use of the ROW ;
- The encroachment rights granted by the agreement shall terminate upon the damage or destruction of 50% or more of the replacement value of the building or other improvements which encroach upon the Village's ROW;
- Agreement does not abrogate or nullify Village's rights or interests in the ROW;

- Owner retains all risks and liabilities associated with the encroachment;
- Village is not responsible for any costs incurred by the Owner to repair or replace the encroachment improvements; and
- Owner holds Village harmless rising out of use of the encroachment.

Request

At the September 15, 2020, Committee of the Whole meeting the Village Board directed staff to finalize the encroachment agreement with Mr. Hynes. Staff is requesting the Village Board adopt the Resolution approving the Right-of Way Encroachment Agreement with Elevated Enterprises, LLC., (Tom Hynes).

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

RESOLUTION
2020-R-098

**A RESOLUTION APPROVING THE RIGHT-OF-WAY ENCROACHMENT
AGREEMENT BETWEEN ELEVATED ENTERPRISES, LLC., AND THE
VILLAGE OF TINLEY PARK FOR PROPERTY LOCATED AT 17344 OAK
PARK 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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION 2020-R-098**A RESOLUTION APPROVING THE RIGHT-OF-WAY ENCROACHMENT AGREEMENT BETWEEN ELEVATED ENTERPRISES, LLC., AND THE VILLAGE OF TINLEY PARK FOR PROPERTY LOCATED AT 17344 OAK PARK AVENUE**

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

WHEREAS, 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 an agreement regulating the encroachment of certain improvements located at 17344 Oak Park Avenue on the adjacent right-of-way for Oak Park Avenue; and

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

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

SECTION 2: The Agreement attached hereto as Exhibit 1 and made a part hereof, is hereby approved and accepted, and the Village President is hereby authorized to execute the Agreement on behalf of the Village.

SECTION 3: Effective Date. This Resolution shall be in full force and effect immediately up on its passage by the President and Board of Trustees and approval as provided by law.

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 20th day of October, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 20th day of October, 2020.

By: _____

Village President

ATTEST:

By: _____
Village Clerk

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution 2020-R-098, "A RESOLUTION APPROVING THE RIGHT-OF-WAY ENCROACHMENT AGREEMENT BETWEEN ELEVATED ENTERPRISES, LLC., AND THE VILLAGE OF TINLEY PARK FOR PROPERTY LOCATED AT 17344 OAK PARK AVENUE.)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 20, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of October, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

RIGHT-OF-WAY ENCROACHMENT AGREEMENT**17344 Oak Park Avenue**

THIS EASEMENT ENCROACHMENT AGREEMENT is entered into this 14th day of October, 2020, between Elevated Enterprises^{LLC}, owner of the property commonly known 17344 Oak Park Avenue, Tinley Park, Illinois 60477, ("OWNER") and the Village of Tinley Park, an Illinois Municipal Corporation, with offices at 16250 S. Oak Park Ave., Tinley Park, Illinois 60477 ("VILLAGE").

WHEREAS, the OWNER owns certain real property legally described as:

LOT 1 BLOCK 2 IN CHRISTIAN ANDRES' SUBDIVISION OF PART OF THE SOUTH HALF OF LOT 1 LYING NORTH OF CHICAGO ROCK ISLAND AND PACIFIC RAILROAD IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 28-30-313-008-0000("SUBJECT PROPERTY")

WHEREAS, by plat of subdivision for the SUBJECT PROPERTY, the VILLAGE has previously recorded its rights to a dedicated public right-of-way adjacent to the SUBJECT PROPERTY; and

WHEREAS, there is currently a patio encroaching on the VILLAGE'S right-of-way as depicted in Exhibit A; and

WHEREAS, the OWNER desires to make improvements to the existing patio in the VILLAGE'S right-of-way; and

WHEREAS, the VILLAGE has determined to allow the OWNER to encroach on the VILLAGE'S right-of-way subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration for the VILLAGE allowing the encroachment and mutual promises contained herein, the OWNER declares that:

1. The foregoing recitals are substantive and are incorporated by reference in this paragraph 1 as though fully set forth.

2. The VILLAGE does hereby grant to the OWNER a right to encroach upon said right-of-way to the extent depicted on Exhibit A, attached hereto and incorporated herein so long as the proposed improvements continue unimpaired upon the right-of-way and that any improvements do not increase the encroachment of the right-of-way. This agreement and the rights granted hereunder shall terminate upon the damage or destruction of 50% or more of the replacement value of the building or other improvements which encroach upon the Village's right-of-way.

3. The encroachment herein acknowledged does not under any circumstances abrogate or nullify the VILLAGE's rights and interests in and to the dedicated public right-of-way, including the parkway.

4. The OWNER shall retain all the risks and liabilities associated with encroaching on the VILLAGE's right-of-way, including without limitation, the risk that the VILLAGE may remove the improvements that encroach the right-of-way without any prior notice to the OWNER. The OWNER shall be solely responsible for the VILLAGE's cost to remove the encroachment to gain access to any of its public utilities in the easement for any purpose.

5. The VILLAGE shall not be responsible for any costs incurred by the OWNER to repair or replace the encroachment if it is damaged or destroyed by the VILLAGE.

6. The OWNER shall hold harmless, indemnify and defend the VILLAGE from and against any and all liability, claims, demands, and causes of action arising out of or related to any loss, injury, death, or loss or damage to property resulting from the VILLAGE's use of the right-of-way for any of its intended purposes

7. The OWNER shall hold harmless, indemnify and defend the VILLAGE from and against any and all liability, claims, demands, and causes of action arising out of or related to any loss, injury, death, or loss or damage to property resulting from the OWNER'S encroachment of the VILLAGE'S right-of-way.

8. The OWNER have read and fully understand that this Agreement is an agreement to indemnify the VILLAGE, its officials, agents, employees, and attorneys, and the OWNER fully intend to be bound by the terms of this Agreement and that it shall further bind the OWNER'S assigns, heirs, executors or administrators.

9. This Agreement shall be a covenant running with the land and shall be recorded in the office of the County Recorder in the county where the SUBJECT PROPERTY is situated.

IN WITNESS WHEREOF, the parties set their hands as seals as of the date first written above.

OWNER:

VILLAGE OF TINLEY PARK:

By: *Thomas Nguyen* PARTNER
Quinn Ryan PARTNER

By: _____

Attest: _____

Attest: _____

EXHIBIT

of

LOT 1 BLOCK 2 IN CHRISTIAN ANDRES' SUBDIVISION OF PART OF THE SOUTH HALF OF LOT 1 LYING NORTH OF CHICAGO ROCK ISLAND AND PACIFIC RAILROAD IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 28-30-313-008-0000

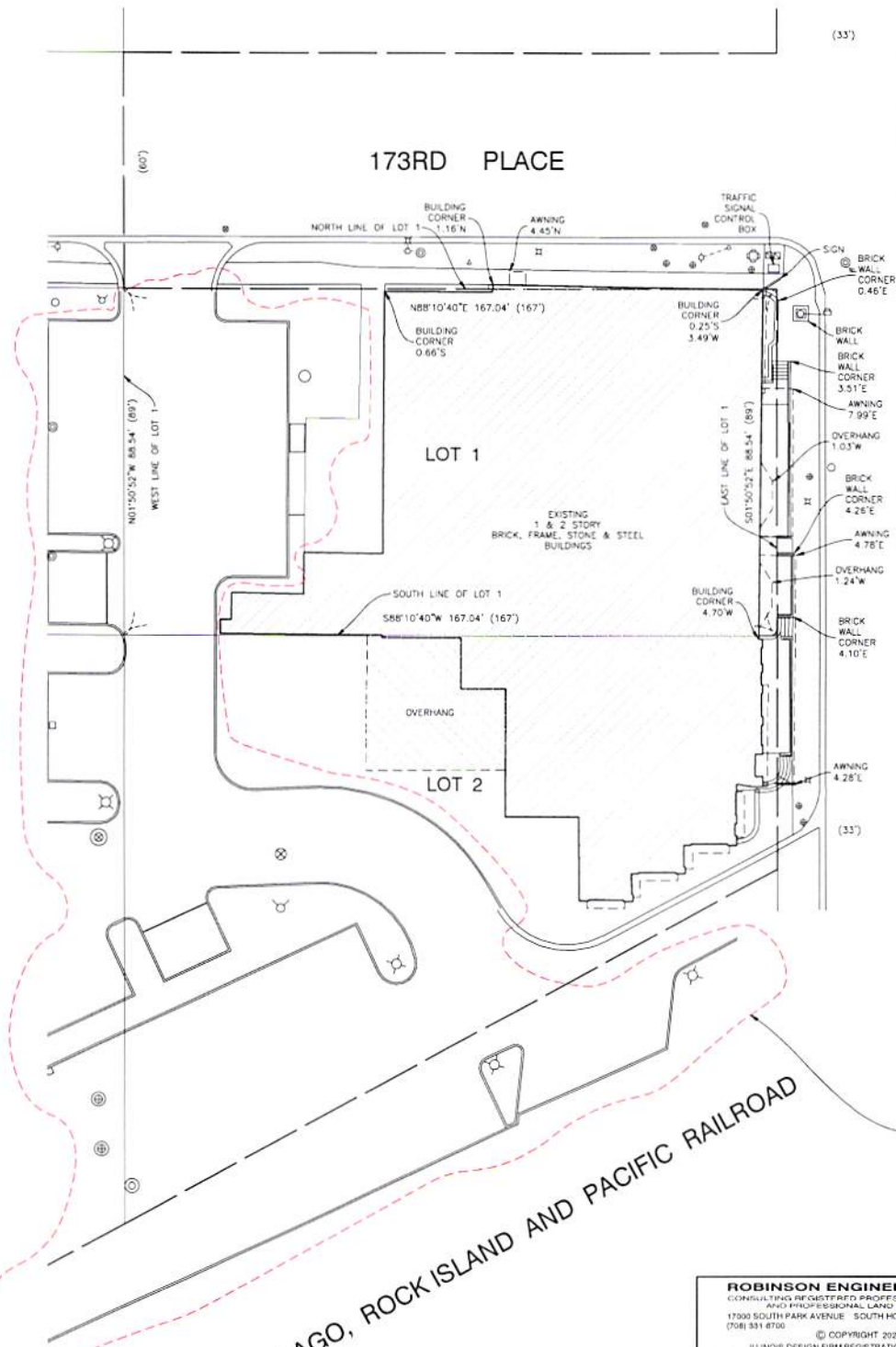
KNOWN AS: 17344 OAK PARK AVENUE
TINLEY PARK, ILLINOIS



20 0 20
SCALE 1" = 20'

173RD PLACE

OAK PARK AVENUE



LEGEND

- CATCH BASIN
- ⊙ MANHOLE
- ⋄ FIRE HYDRANT
- ⊕ WATER VALVE
- ⊞ B-BOX
- PHONE BOX
- ⊗ GAS VALVE
- ⊙ POWER MANHOLE
- POWER POLE
- ⊕ POWER POLE WITH LIGHT
- ⋯ ANCHOR & GUY WIRE
- ⊙ TRAFFIC SIGNAL W/MAST
- ⊙ TRAFFIC SIGNAL
- ⊕ TRAFFIC SIGNAL HAND HOLE
- ⋈ LAMP POST

IMPROVEMENTS WITHIN DASHED AREA ARE THOSE AS PROPOSED PER ROBINSON ENGINEERING PLANS UNDER JOB #89-497 FOR THE VILLAGE OF TINLEY PARK PUBLIC SAFETY BUILDING PARKING LOT EXPANSION AND WERE NOT PHYSICALLY LOCATED AS OF THE DATE OF THIS EXHIBIT.

CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD

ROBINSON ENGINEERING, LTD.
CONSULTING REGISTERED PROFESSIONAL ENGINEERS
AND PROFESSIONAL LAND SURVEYORS
17000 SOUTH PARK AVENUE SOUTH HOLLAND ILLINOIS 60473
(708) 331-8700 FAX (708) 331-3026
© COPYRIGHT 2020 ILLINOIS DESIGN FIRM REGISTRATION NO. 184001128

FOR:
THE VILLAGE OF TINLEY PARK
16250 S. OAK PARK AVENUE
TINLEY PARK, ILLINOIS 60477
708-444-5000

Drawn by B.K.L. Date 7-22-2020
Checked by R.E.G. Scale 1" = 20'
Sheet 1 of 1 Project No. 20-R0599

| REVISIONS | | |
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| No. | Date | Remarks |
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Interoffice Memo

Date: October 20, 2020

To: Kimberly Clarke, AICP
Community Development Director

From: Paula J. Wallrich, AICP
Planning Manager

Subject: Declan Stapleton (Rubrics Inc.) Access Agreement -17358 Oak Park Avenue



Background

The Village entered into an access agreement with the property owner of 17358 Oak Park Avenue (OPA), in September, 2000, as part of the Village's efforts to create public parking in the area west of OPA and north of the Metra tracks. This 20-year lease agreement provided the Village with the rights to use the area to construct a municipal parking lot. This addressed a parking concern for Metra users and downtown businesses at that time. The Village paid for all of the improvements which included access from 173rd Place, Oak Park Avenue and 68th Court and the creation of over 80 parking spaces. The agreement expired on October 11, 2020.

Discussion

Staff has worked with the current property owner, Declan Stapleton Hynes, (17358 OPA), to renew this agreement; a signed copy is provided for Village Board review. The major components of the agreement are summarized below.

- Village leases the area as depicted in yellow for access and public parking;
- Term of lease is Oct 10, 2020- Oct 9, 2040;
- Owner agrees to maintain access in an unobstructed manner;
- Village shall limit public parking to three (3) hour limit;
- Village shall provide two (2) parking spaces for exclusive use of Owner's residential tenants and twenty (20) parking spaces for the patrons of the business as 17358 OPA; and
- Village shall maintain trash enclosure; Owner is responsible for removal of all rubbish and debris in the dumpster area.

**Request**

At the September 15, 2020, Committee of the Whole meeting the Village Board directed staff to finalize the agreement with Mr. Stapleton. Staff is requesting the Village Board adopt the Resolution approving the Access and Parking Agreement with Rubrics Inc., (Declan Stapleton).

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

RESOLUTION
2020-R-097

**A RESOLUTION APPROVING THE ACCESS AND PARKING LEASE
AGREEMENT BETWEEN RUBRICS, LLC., AND THE VILLAGE OF TINLEY
PARK FOR PROPERTY LOCATED AT 17358 OAK PARK 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
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 2020-R-097**A RESOLUTION APPROVING THE ACCESS AND PARKING LEASE AGREEMENT BETWEEN RUBRICS, LLC., AND THE VILLAGE OF TINLEY PARK FOR PROPERTY LOCATED AT 17358 OAK PARK AVENUE**

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

WHEREAS, the 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 an agreement regulating the access and parking for the municipal parking lot located west of Oak Park Avenue and north of the Metra tracks; and

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

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

SECTION 2: The Agreement attached hereto as Exhibit 1 and made a part hereof, is hereby approved and accepted, and the Village President is hereby authorized to execute the Agreement on behalf of the Village.

SECTION 3: Effective Date. This Resolution shall be in full force and effect immediately up on its passage by the President and Board of Trustees and approval as provided by law.

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 20th day of October, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 20th day of October, 2020.

By: _____

Village President

ATTEST:

By: _____
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 2020-R-097, "A RESOLUTION APPROVING THE ACCESS AND PARKING AGREEMENT BETWEEN RUBRICS, LLC., AND THE VILLAGE OF TINELY PARK FOR PROPERTY LOCATED AT 17358 OAK PARK AVENUE)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 20, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of October, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

17358 South Oak Park

This Lease Agreement is made on September 30, 2020, by and between Rubrics Inc., its executors, successors and assigns, as Lessor (hereinafter referred to as "Lessor"), and the VILLAGE OF TINLEY PARK, an Illinois municipal corporation in the County of Cook and Will Counties and State of Illinois, as Lessee (hereinafter referred to as "Lessee").

Lessor leases to Lessee the western portion of the property located at 17358 Oak Park Avenue in the Village of Tinley Park, Illinois, legally described as "**EXHIBIT A**," that is used for access and parking as highlighted and described in "**EXHIBIT B**," for a term of twenty (20) years at an annual rental of \$1.00, for use as a municipal parking lot. This Lease Agreement is subject to the following terms and conditions:

1. Lessee enters this Lease pursuant to Article VII, Section 10 of the Constitution of the State of Illinois.
2. Lessee shall pay an annual rent of \$1.00 per annum.
3. Lessee will hold these premises for a term of twenty (20) years from the date of execution of this Lease. Lessee has the right to terminate this Lease if Lessee decides to discontinue use of the premises as a municipal parking lot. Lessee must serve thirty (30) day prior written notification upon the Lessor of its election to terminate. Any notice from the Lessee to the Lessor shall be deemed duly served if sent by registered mail addressed to the Lessor at Lessor's business address of 17358 South Oak Park Avenue, Tinley Park, Illinois 60477, or any other address as the Lessor from time to time in writing may appoint. The customary registered mail receipt shall be conclusive of service.
4. Lessor, during the entire term of the Lease, shall monitor and remove all rubbish and debris from the municipal parking lot generated by the commercial businesses and residential tenants located at 17358 South Oak Park Avenue, Tinley Park, Illinois.
5. Lessee may only assign this Lease or sublet the premises with the written consent of the Lessor, which consent may not be unreasonably withheld. Lessor may assign this Lease without the written consent of the Lessee.
6. Lessee shall have the right to make alterations, improvements and repairs on the premises in order to maintain a municipal parking lot including: striping said municipal parking lot; installing all necessary signage and overhead parking lot lighting; landscaping area; and performing snow removal and landscape maintenance during the term of this Lease. Lessee, during the term of the Lease, shall further keep the municipal parking lot in a

condition of good repair. Lessee's obligation to maintain and repair the municipal parking lot shall include asphalt resurfacing and appropriate maintenance, and shall be performed when reasonably necessary.

7. The Lessor covenants with the Lessee that the Lessee, on performing and observing the covenants and conditions on the part of the Lessee contained herein, shall and may peaceably and quietly have, hold, and enjoy the premises for the term described without any interruption by the Lessor or any other person rightfully claiming under the Lessor.
8. Neither the Lessor nor the Lessee will cause nor suffer any nuisance on the premises set forth above.
9. The Lessee will use the premises as a municipal parking lot for the parking of motor vehicles and for no other permanent purposes. Lessee will limit the time of parking in all spaces in the municipal parking lot to three (3) hours and will post signs stating the time limitation. Lessee will assume enforcement of said time limits during the term of the Lease in accordance with the Tinley Park Village Code, as amended from time to time. At no time will the Lessee designate the premises as a commuter parking lot.
10. Lessee will maintain a centralized dumpster area. Lessor, during the entire term of this Lease, shall monitor and be responsible for removal of all rubbish and debris from the dumpster area.
11. Lessee shall reserve two (2) parking spaces for the residents located at 17358 South Oak Park Avenue, Tinley Park, Illinois and twenty (20) parking spaces for the patrons of the business located at 17358 South Oak Park Avenue, Tinley Park, Illinois now known as J. W. Hollstein's Saloon, and provide signage for said spaces (hereinafter collectively referred to as the "Reserved Spaces"). All signage for the Reserved Spaces shall be approved by the Lessor. The Reserved Spaces shall not have parking time restrictions.
12. Lessee also represent and warrants that Lessee has entered into a twenty (20) year lease with Tom Hynes (17344-17348 Oak Park Avenue) for use of the areas necessary to provide access to the parking lot from 173rd Street.
13. Lessee agrees to defend, indemnify, and hold harmless the Lessor, and their agents and employees, from any and all claims, losses, lawsuits, damages, liability or expenses that result from the use of the premises as a municipal parking lot unless those claims, losses, etc., are the result of activity conducted by the Lessor, its agents or employees.
14. Lessee further covenants that at the expiration of this Lease or its termination other than by eminent domain taking, the Lessee will remove from the premises all goods and effects not the property of the Lessor and will peaceably yield up to the Lessor the

premises in good repair, order and condition in all respects, damage by normal wear and tear and unavoidable casualty excepted.

- 15. If any provision of the Lease is deemed illegal or unenforceable by a court of competent jurisdiction, it is agreed by Lessor and Lessee that the remainder of this Lease shall not be affected.
- 16. No current or future member of the Village or the Board of Trustees, commission or agency, official, or employee of the Village shall have any personal interest, direct or indirect, in this Lease. Nor shall any current or future member, official or employee participate in any decision relating to the Lease which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested. No current or future member, official, or employee of the Village shall be personally liable to Lessor, or to any successor in interest, to perform any commitment or obligation of the Village under the Lease nor shall any such person be personally liable in the event of any default or breach by the Village.
- 17. Lessor represents and warrants that it has full corporate right, power, and authority to enter into this Lease and to perform its obligations under this Lease. Lessor further represents and warrants that all corporate action necessary for the execution, delivery, and performance of this Lease by Lessor has been taken, and that this Lease is the legally binding obligation of Lessor, enforceable in accordance with its terms.

Signed and sealed at _____ the day and year first above written.

Lessor: DECLAN STAPLETON ON BEHALF OF RUBRICS INC

By: 

Its: President

Lessee: VILLAGE OF TINLEY PARK

By: _____
Village President

Attest: _____
Village Clerk

EXHIBIT A

LOT 2 BLOCK 2 IN CHRISTIAN ANDRES' SUBDIVISION OF PART OF THE SOUTH HALF OF LOT 1 THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 28-30-313-007-0000



EXHIBIT B





Interoffice Memo

Date: October 20, 2020

To: Kimberly Clarke, AICP
Community Development Director

From: Paula J. Wallrich, AICP
Planning Manager

Subject: Declan Stapleton (Rubrics, LLC) Encroachment Agreement
17358 Oak Park Avenue



Background

The patio area in front of Hollstein's Saloon at 17358 Oak Park Avenue (OPA) encroaches on the public right-of-way. This has existed for some time, however there has been no formal recognition of the encroachment. The continued use of public ROW requires a 'right to encroach' through a ROW Encroachment Agreement as discussed below.

Discussion

A recent survey indicates an encroachment of 3.77' for a brick wall, stairs and patio area on the Oak Park Avenue right-of-way for property located at 17358 Oak Park Avenue. The encroachment agreement provides for a permanent acknowledgement of the existence of the encroachment and eliminates the Village's liability for their use.

A summary of the main points of the encroachment agreement are as follows:

- Agreement provides a right to encroach upon the Oak Park Avenue ROW as long as the improvements do not impair the use of the ROW;
- This encroachment rights granted by the agreement shall terminate upon the damage or destruction of 50% or more of the replacement value of the building or other improvements which encroach upon the Village's ROW;
- Agreement does not abrogate or nullify Village's rights or interests in the ROW;

- Owner retains all risks and liabilities associated with the encroachment;
- Village is not responsible for any costs incurred by the Owner to repair or replace the encroachment improvements; and
- Owner holds Village harmless rising out of use of the encroachment.

Request

At the September 15, 2020, Committee of the Whole meeting the Village Board directed staff to finalize the encroachment agreement with Mr. Stapelton. Staff is requesting the Village Board adopt the Resolution approving the Right-of Way Encroachment Agreement with Rubrics, LLC., (Declan Stapleton).

RIGHT-OF-WAY ENCROACHMENT AGREEMENT**17358 Oak Park Avenue**

THIS RIGHT-OF-WAY ENCROACHMENT AGREEMENT is entered into this 30th day of September 2020, between Public Inc, owner of the property commonly known 17358 Oak Park Avenue, Tinley Park, Illinois 60477, ("OWNER") and the Village of Tinley Park, an Illinois Municipal Corporation, with offices at 16250 S. Oak Park Ave., Tinley Park, Illinois 60477 ("VILLAGE").

WHEREAS, the OWNER owns certain real property legally described as:

LOT 2 BLOCK 2 IN CHRISTIAN ANDRES'SUBDIVISION OF PART OF THE SOUTH HALF OF LOT 1 THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 28-30-313-007-0000 ("SUBJECT PROPERTY")

WHEREAS, by plat of subdivision for the SUBJECT PROPERTY, the VILLAGE has previously recorded its rights to a dedicated public right-of-way adjacent to the SUBJECT PROPERTY; and

WHEREAS, there is currently a patio encroaching on the VILLAGE'S right-of-way as depicted in Exhibit A; and

WHEREAS, the VILLAGE has determined to allow the OWNER to encroach on the VILLAGE'S right-of-way subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration for the VILLAGE allowing the encroachment and mutual promises contained herein, the OWNER declares that:

1. The foregoing recitals are substantive and are incorporated by reference in this paragraph 1 as though fully set forth.
2. The VILLAGE does hereby grant to the OWNER a right to encroach upon said right-of-way to the extent depicted on Exhibit A, attached hereto and incorporated herein so long as the proposed improvements continue unimpaired upon the right-of-way and that any improvements do not increase the encroachment of the right-of-way. This agreement and the rights granted hereunder shall terminate upon the damage or destruction of 50% or more of the replacement value of the building or other improvements which encroach upon the Village's right-of-way.
3. The encroachment herein acknowledged does not under any circumstances abrogate or nullify the VILLAGE's rights and interests in and to the dedicated public right-of-way, including the parkway.
4. The OWNER shall retain all the risks and liabilities associated with encroaching on the VILLAGE's right-of-way, including without limitation, the risk that the VILLAGE may remove the

improvements that encroach the right-of-way without any prior notice to the OWNER. The OWNER shall be solely responsible for the VILLAGE's cost to remove the encroachment to gain access to any of its public utilities in the easement for any purpose.

5. The VILLAGE shall not be responsible for any costs incurred by the OWNER to repair or replace the encroachment if it is damaged or destroyed by the VILLAGE.

6. The OWNER shall hold harmless, indemnify and defend the VILLAGE from and against any and all liability, claims, demands, and causes of action arising out of or related to any loss, injury, death, or loss or damage to property resulting from the VILLAGE's use of the right-of-way for any of its intended purposes.

7. The OWNER shall hold harmless, indemnify and defend the VILLAGE from and against any and all liability, claims, demands, and causes of action arising out of or related to any loss, injury, death, or loss or damage to property resulting from the OWNER'S encroachment of the VILLAGE'S right-of-way.

8. The OWNER have read and fully understand that this Agreement is an agreement to indemnify the VILLAGE, its officials, agents, employees, and attorneys, and the OWNER fully intend to be bound by the terms of this Agreement and that it shall further bind the OWNER'S assigns, heirs, executors or administrators.

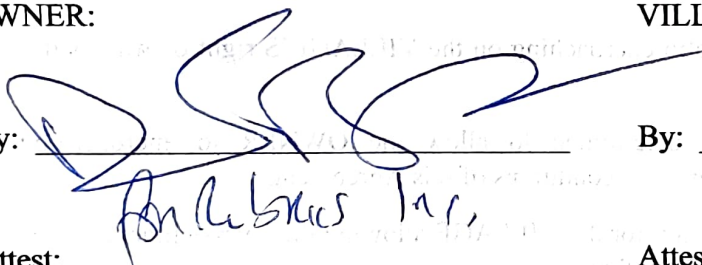
9. This Agreement shall be a covenant running with the land and shall be recorded in the office of the County Recorder in the county where the SUBJECT PROPERTY is situated.

IN WITNESS WHEREOF, the parties set their hands as seals as of the date first written above.

OWNER:

VILLAGE OF TINLEY PARK:

By:


Paul Brooks Inc.

By: _____

Attest: _____

Attest: _____

EXHIBIT

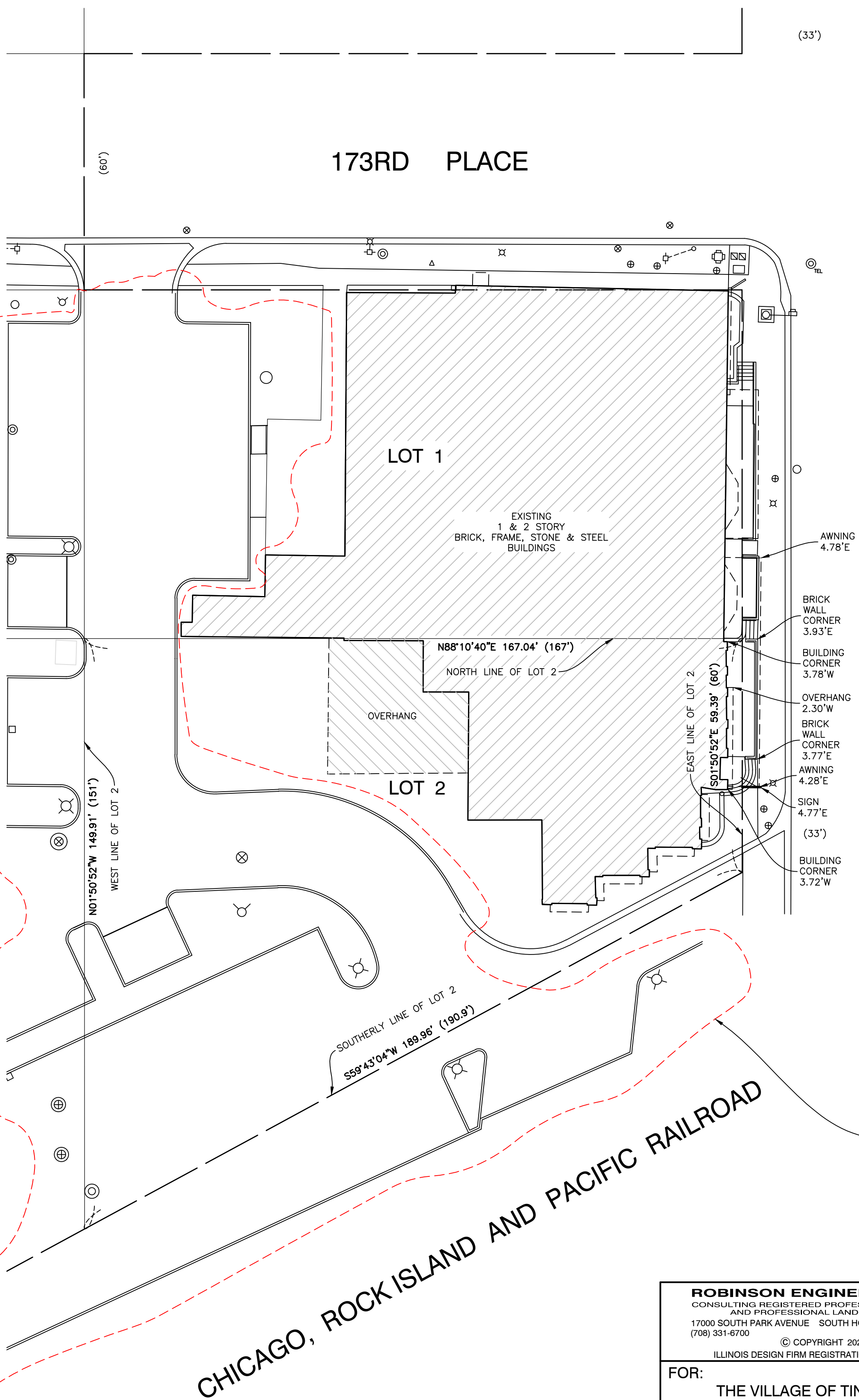
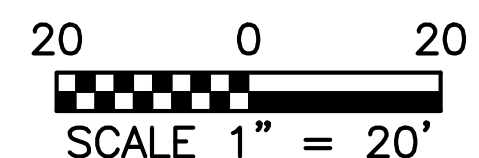
of

LOT 2 BLOCK 2 IN CHRISTIAN ANDRES' SUBDIVISION OF PART OF THE SOUTH HALF OF LOT 1 OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 28-30-313-007-0000

KNOWN AS: 17358 OAK PARK AVENUE
TINLEY PARK, ILLINOIS

N



LEGEND

- CATCH BASIN
- ⊙ MANHOLE
- ⊗ FIRE HYDRANT
- ⊗ WATER VALVE
- ▷ B-BOX
- PHONE BOX
- ⊕ GAS VALVE
- ⊙ TEL PHONE MANHOLE
- ⊕ POWER POLE
- ⊕ LIGHT POWER POLE WITH LIGHT
- --- ANCHOR & GUY WIRE
- --- TRAFFIC SIGNAL W/MAST
- ⊕ TRAFFIC SIGNAL
- ⊕ TRAFFIC SIGNAL HAND HOLE
- ⊗ LAMP POST

OAK PARK AVENUE

IMPROVEMENTS WITHIN DASHED AREA ARE THOSE AS PROPOSED PER ROBINSON ENGINEERING PLANS UNDER JOB #99-497 FOR THE VILLAGE OF TINLEY PARK PUBLIC SAFETY BUILDING PARKING LOT EXPANSION AND WERE NOT PHYSICALLY LOCATED AS OF THE DATE OF THIS EXHIBIT.

CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD

| | | | |
|--|----------------------|-----------|------|
| ROBINSON ENGINEERING, LTD. CONSULTING REGISTERED PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS 17000 SOUTH PARK AVENUE SOUTH HOLLAND, ILLINOIS 60473 (708) 331-6700 FAX (708) 331-3826 © COPYRIGHT 2020 ILLINOIS DESIGN FIRM REGISTRATION NO. 184001128. | | REVISIONS | |
| | | No. | Date |
| FOR: THE VILLAGE OF TINLEY PARK 16250 S. OAK PARK AVENUE TINLEY PARK, ILLINOIS 60477 708-444-5000 | | | |
| Drawn by: B.K.L. | Date: 7-22-2020 | | |
| Checked by: R.E.G. | Scale: 1" = 20' | | |
| Sheet 1 of 1 | Project No. 20-R0599 | | |

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

RESOLUTION
NO.2020-R-099

**A RESOLUTION APPROVING THE RIGHT-OF-WAY ENCROACHMENT
AGREEMENT BETWEEN RUBRICS, LLC., AND THE VILLAGE OF TINLEY
PARK FOR PROPERTY LOCATED AT 17358 OAK PARK 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
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

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

RESOLUTION NO. 2020-R-099

**A RESOLUTION APPROVING THE RIGHT-OF-WAY ENCROACHMENT
AGREEMENT BETWEEN RUBRICS, LLC., AND THE VILLAGE OF
TINLEY PARK FOR PROPERTY LOCATED AT 17358 OAK PARK AVENUE**

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

WHEREAS, the 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 an agreement regulating the encroachment of certain improvements located at 17358 Oak Park Avenue on the adjacent right-of-way for Oak Park Avenue; and

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

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

SECTION 2: The Agreement attached hereto as Exhibit 1 and made a part hereof, is hereby approved and accepted, and the Village President is hereby authorized to execute the Agreement on behalf of the Village.

SECTION 3: Effective Date. This Resolution shall be in full force and effect immediately up on its passage by the President and Board of Trustees and approval as provided by law.

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 20th day of October, 2020.

AYES:
NAYS:
ABSENT:

APPROVED THIS 20th day of October, 2020.

By: _____
Village President

ATTEST:

By: _____
Village Clerk

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-099, " A RESOLUTION APPROVING THE RIGHT-OF-WAY ENCROACHMENT AGREEMENT BETWEEN RUBRICS, LLC., AND THE VILLAGE OF TINLEY PARK FOR PROPERTY LOCATED AT 17358 OAK PARK AVENUE.)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 20, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of October, 2020.

KRISTIN A. THIRION, VILLAGE CLERK



Interoffice Memo

Date: October 20, 2020

To: Mayor & Village Board
Dave Niemeyer, Village Manager

From: Kimberly Clarke, AICP
Community Development Director

Subject: Cook County Class 8 Recertification – Duvan Industrial Park

DISCUSSION

The Village previously passed Resolution 2007-R-032 requesting Class 8 Certification for the Duvan Industrial Park from the Cook County Assessor's Office. The certification was approved in March 2008. The Village is required to re-certify a designated area every five years. The Village previously requested recertification of the Duvan Industrial Park area under Resolution 2012-R-055. Several Duvan Drive property owners have active Class 8 reclassifications enabled.

This item was discussed at the Committee of the Whole meeting earlier this evening.

REQUEST

The attached Resolution is eligible for adoption.

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

RESOLUTION
NO. _____

**A RESOLUTION AUTHORIZING THE VILLAGE OF TINLEY PARK TO
SEEK CLASS 8 RECERTIFICATION BY THE OFFICE OF THE COOK
COUNTY ASSESSOR FOR CERTAIN PROPERTY IN THE VILLAGE OF
TINLEY PARK, COOK & WILL COUNTY, ILLINOIS REFERRED TO
AS DUVAN INDUSTRIAL 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

RESOLUTION NO. _____**A RESOLUTION AUTHORIZING THE VILLAGE OF TINLEY PARK TO SEEK CLASS 8 RECERTIFICATION BY THE OFFICE OF THE COOK COUNTY ASSESSOR FOR CERTAIN PROPERTY IN THE VILLAGE OF TINLEY PARK, COOK & WILL COUNTY, ILLINOIS REFERRED TO AS DUVAN INDUSTRIAL 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, Cook County has authorized several special assessment based incentives for property tax purposes that are designed to encourage commercial and industrial development in areas of Cook County which are experiencing severe economic stagnation or require assistance to develop new facilities, or renovate existing facilities; and

WHEREAS, the Village had previously qualified the Duvan Industrial Park, the Orland Township commercial area in the vicinity of 159th and Harlem, and the Orland Township area of LaGrange Road and 183rd Street as “blighted” areas for eligibility under the County Class incentives; and

WHEREAS, the Duvan Industrial Park consists of commercial and industrial properties encompassed in an area bounded by Harlem Avenue on the East, Metra Rock Island Railroad on the South, on the West, and 175th Street on the North; and

WHEREAS, the conditions still exist to warrant continuing the eligibility of this area for the County tax incentive program; and

WHEREAS, the Village previously passed Resolution 2007-R-032 requesting Class 8 Certification for the Duvan Industrial Park from the Cook County Assessor’s Office; and

WHEREAS, in March 2008, Cook County granted Class 8 Certification for this Subject Property in Tinley Park; and

WHEREAS, Cook County recertification of designated Class 8 Subject Areas is required every five years; and

WHEREAS, the Village previously requested recertification of the Duvan Industrial Park area under Resolution 2012-R-055.

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

SECTION 1: The Village petitions the Office of the Cook County Assessor to recertify the subject property area qualified under the terms and conditions of a Class 8 incentive.

SECTION 2: 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 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.

PASSED THIS 20th day of October, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 20th day of October, 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. ____, “A RESOLUTION AUTHORIZING THE VILLAGE OF TINLEY PARK TO SEEK CLASS 8 RECERTIFICATION BY THE OFFICE OF THE COOK COUNTY ASSESSOR FOR CERTAIN PROPERTY IN THE VILLAGE OF TINLEY PARK, COOK & WILL COUNTY, ILLINOIS REFERRED TO AS DUVAN INDUSTRIAL PARK,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 20th, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of October, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

ATTACHMENT

SUBJECT PROPERTY B DUVAN INDUSTRIAL PARK - TINLEY PARK, COOK COUNTY, ILLINOIS

PIN #

- 27362040020000
- 27362040030000
- 27362040060000
- 27362040120000
- 27362040130000
- 27362040140000
- 27362040150000
- 27362040210000
- 27362040220000
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Interoffice Memo

Date: October 20, 2020

To: Mayor & Trustees
Dave Niemeyer, Village Manager

From: Kimberly Clarke, AICP
Community Development Director

Subject: Cook County Class 8-7305 Duvan Drive-John Kaczmarski

BACKGROUND

John Kaczmarski (Applicant) proposes to invest \$115,000 to purchase the property located at 7305 Duvan Drive (PIN: 27-36-204-037-0000) and an additional \$92,000 for the renovation of the property. This location has been 100% vacant since December of 2018 and has fallen into disrepair.

The property consists of 3,600 sq. ft. of industrial space on a 13,394 square foot site. Renovations to the space include correcting code violations, installing a sprinkler system, repaving the driveway and parking lot, installing new overhead doors, repairing the truck dock area, as well as interior cosmetic improvements.

The applicant has not yet identified a tenant, but understands zoning and what will be allowed in this area. He currently owns three other properties on Duvan Drive, which he has been successful in renovating and leasing resulting in the creation of approximately 62 jobs. The applicant is also a long-time Tinley Park business owner having just retired from EZ Recycling this year after 28 years in business. The Village of Tinley Park can expect John Kaczmarski to increase the property tax value of the location as a result of the improvements being made. The applicant expects to create 7-10 jobs at this location once a tenant is found.

The Committee of the Whole reviewed this item at the October 20, 2020 meeting. The Economic and Commercial Commission recommended this item for approval at their October 12, 2020 meeting.

REQUEST

Consider adopting attached resolution for a Cook County Class 8 for property at 7305 Duvan Drive

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

RESOLUTION
2020-R-111

**A RESOLUTION APPROVING A COOK COUNTY CLASS 8
RECLASSIFICATION FOR THE PROPERTY LOCATED AT 7305
DUVAN DRIVE, TINLEY PARK, ILLINOIS**

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION 2020-R-111**A RESOLUTION APPROVING A COOK COUNTY CLASS 8
RECLASSIFICATION FOR THE PROPERTY LOCATED AT 7305
DUVAN DRIVE, TINLEY PARK, ILLINOIS**

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

WHEREAS, the Village of Tinley Park desires to promote commercial development in the Village of Tinley Park; and

WHEREAS, the Cook County Assessor is operating under an ordinance enacted by the Cook County Board of Commissioners, and amended from time to time, which has instituted a program to encourage industrial and commercial development in Cook County known as the Cook County Real Property Classification Ordinance; and

WHEREAS, the Cook County Board of Commissioners has adopted a Real Property Assessment Classification 8 which provides an applicant a reduction in the assessment level for re-occupancy of an abandoned vacant industrial or commercial facility; and

WHEREAS, Class 8 requires the approval of the Cook County Board of Commissioners and the Village of Tinley Park; and

WHEREAS, John Kaczmarek (Owner) is applying for Class 8 property status pursuant to said aforementioned ordinance for certain real estate located at 7305 Duvan Drive (Subject Property) in the Village of Tinley Park, Orland Township, Cook County, Illinois, with the Property Index Number 27-36-204-037-0000, and legally described in Exhibit "A" attached hereto, and has proven to this Board that the Subject Area is in need of revitalization, and,

WHEREAS, the Subject Property real estate is located in Orland Township; has been vacant since December, 2018; and is certified eligible for Class 8 under Special Circumstances by Cook County;

WHEREAS, John Kaczmarek intends to make improvements to the Subject Property, and lease to another tenant; and

WHEREAS, the granting of a Class 8 tax incentive for the Subject Property is necessary for the re-occupancy of the abandoned and vacant property, and execution of the intended project; and

WHEREAS, the commercial development planned by John Kaczmariski is consistent with the overall Tinley Park comprehensive plan for rehabilitation and development of this area; and

WHEREAS, this resolution will be tied to a Property Tax Classification Agreement.

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 President and Board of Trustees agree to grant a Cook County Real Estate Classification 8 status specifically for the special assessment of “occupation of abandoned property” to John Kaczmariski for re-occupancy of a vacant commercial building located at 7305 Duvan Drive, Tinley Park, Orland Township, Cook County, Illinois, PIN Number 27-36-204-037-0000.

BE IT FURTHER RESOLVED, that the Village Clerk is hereby authorized and directed to forward a certified copy of this Resolution to the Offices of the Cook County Assessor, the Cook County Clerk and the Cook County Board of Commissioners.

PASSED THIS 20th day of October, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 20th day of October, 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 2020-R-111, “A RESOLUTION APPROVING A COOK COUNTY CLASS 8 RECLASSIFICATION FOR THE PROPERTY LOCATED AT 7305 DUVAN DRIVE, TINLEY PARK, ILLINOIS,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 20th, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of October, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

Exhibit A**Legal Description**

Property Index Number 27-36-204-037-0000

THAT PART OF LOT 17 IN TINLEY INDUSTRIAL PARK, BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST ¼ OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF CHICAGO ROCK ISLAND AND PACIFIC RAILROAD (EXCEPTING THEREFROM THE WEST 1534.6 FEET OF THE EAST 2009.6 FEET OF THE NORTH 495.65 FEET), ALL IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERNLY LINE OF SAID LOT, AND 65.1 FEET (MEASURED ALONG THE ARC) SOUTHWESTERLY OF THE NORTHEASTERLY CORNER THEREOF, THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE AT A DISTANCE OF 208.77 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT, SAID POINT BEING 75.00 FEET SOUTHWESTERLY OF THE SOUTHEASTERLY CORNER THEREOF, THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE OF SAID LOT A DISTANCE OF 75.84 FEET, THENCE NORTHWESTERLY ALONG A STRAIGHT LINE THAT IS 100.00 FEET (MEASURED AT RIGHT ANGLES) EAST OF THE WEST LINE THEREOF, TO A POINT ON THE NORTHERLY LINE OF SAID LOT THENCE, NORTHEASTERLY ALONG SAID NORTHERLY LINE, 55.00 FEET (MEASURED ALONG ARC) TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



Interoffice

Memo

Date: October 7, 2020

To: David Niemeyer – Village Manager
Brad Bettenhausen – Village Treasurer
John Urbanski - Public Works Director

From: Colby Zemaitis, PE, CFM – Village Engineer

Subject: Intergovernmental Agreement with Cook County: 94th Avenue Improvements

Prepared for October 20th, 2020 Committee of the Whole and Village Board Meeting for consideration and possible action:

Description: This project consists of the review and approval of an Intergovernmental Agreement (IGA) between the Village of Tinley Park and the Cook County Department of Transportation for the use of County Motor Fuel Tax (MFT) funds in the amount of \$500,000 for engineering services and pavement improvements.

The 94th Ave. improvements entail a mill and overlay, pavement patching and ADA sidewalk improvements. The IGA will cover the Design/Construction Engineering and Material Testing as well.

Budget / Finance: Estimated Funding is budgeted in 33-75806-0347:

| | | |
|-------------------------|------------------|--|
| Estimated Project Cost: | \$449,000 | (Project Construction: 94 th Ave. from 183 rd -171 st) |
| | \$13,000 | (Design, 3.5%) |
| | \$22,000 | (Engineering Services, 6%) |
| | \$5,000 | (Testing Services) |
| Contingency (10%): | <u>\$41,000</u> | |
| Estimated Project Cost: | \$449,000 | |
| Remaining Funds: | <u>\$51,000</u> | |
| Total: | \$500,000 | (IGA TOTAL) |

NOTE: Remaining funds not utilized as not part of the 94th Ave. improvements will be used for repairs on Cook County roads within Tinley Park.

Staff Direction Request:

1. Approve IGA with Cook County Department of Transportation.
2. Direct Staff as necessary.

Attachment:

1. Location Map.

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

RESOLUTION
NO. 2020-R-105

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN
THE VILLAGE OF TINLEY PARK AND THE COOK COUNTY DEPARTMENT OF
TRANSPORTATION FOR 94TH AVENUE IMPROVEMENTS**

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-105**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE VILLAGE OF TINLEY PARK AND THE COOK COUNTY DEPARTMENT OF TRANSPORTATION FOR 94TH AVENUE IMPROVEMENTS**

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Cook County Department of Transportation, a true and correct copy of such Intergovernmental 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 Agreement be entered into by the Village of Tinley Park;

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

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

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

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

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

ADOPTED this 20th day of October, 2020, by the Corporate Authorities of the Village of Tinley

Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 20th day of October, 2020, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

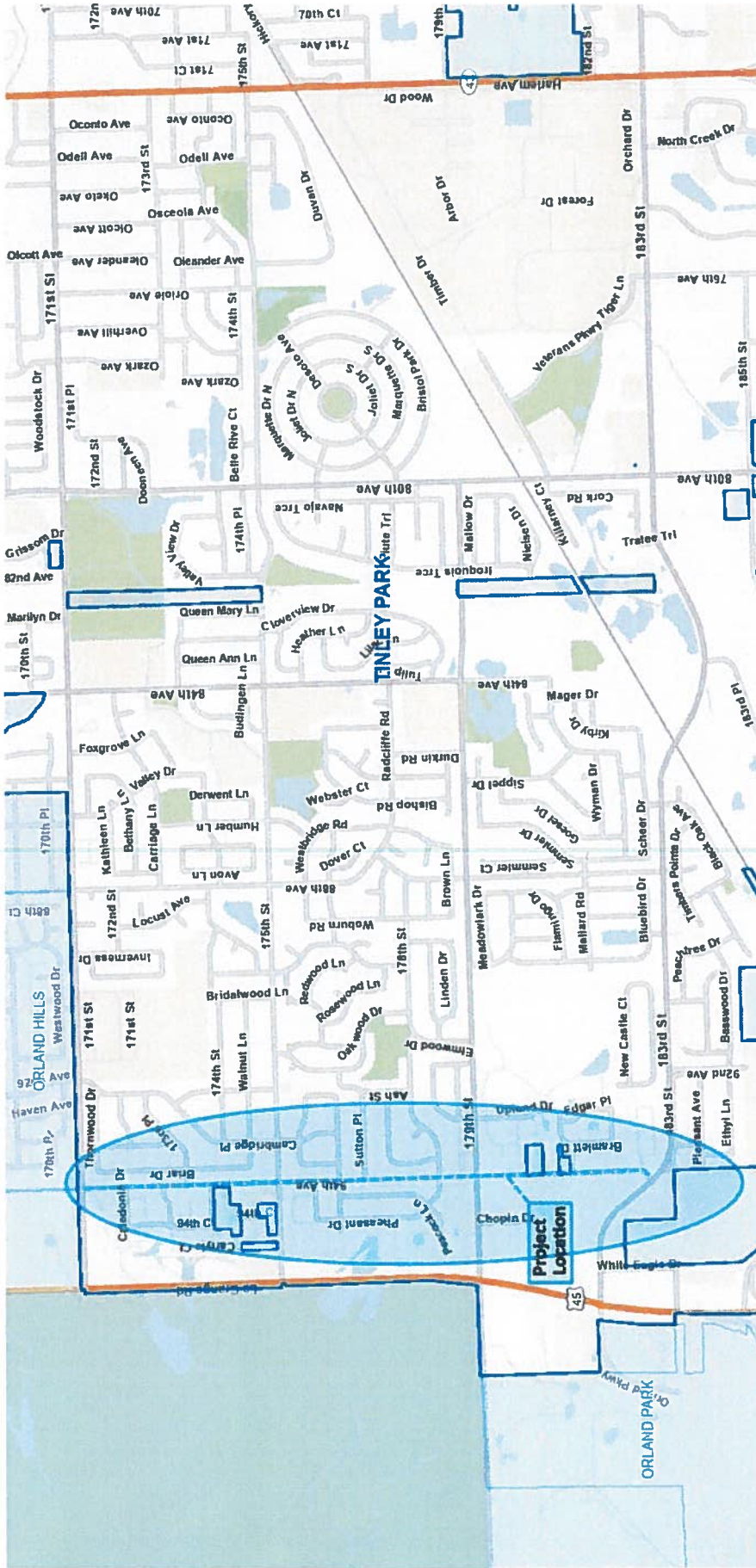
STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

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-105, “A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE VILLAGE OF TINLEY PARK AND THE COOK COUNTY DEPARTMENT OF TRANSPORTATION FOR 94TH AVENUE IMPROVEMENTS,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 20, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of October, 2020.

KRISTIN A. THIRION, VILLAGE CLERK



INTERGOVERNMENTAL AGREEMENT**COUNTY OF COOK****Section: 20-MUNMP-00-PV****VILLAGE OF TINLEY PARK**

This **INTERGOVERNMENTAL AGREEMENT** (the "AGREEMENT") is entered into this ____ day of _____, 2020, by and between the COUNTY OF COOK, a body politic and corporate of the State of Illinois (the "COUNTY"), acting by and through its DEPARTMENT OF TRANSPORTATION AND HIGHWAYS (the "DEPARTMENT"), and the VILLAGE OF TINLEY PARK, a municipal corporation of the State of Illinois (the "MUNICIPALITY"). The COUNTY and MUNICIPALITY are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES."

RECITALS

WHEREAS, the PARTIES, in order provide a safe, efficient and sustainable highway system, desire to make improvements to roadways within existing COUNTY or public right-of-way located within the MUNICIPALITY (the "PROJECT"); and

WHEREAS, the scope of work for the PROJECT may include, but is not limited to, construction and engineering services, pavement patching and repair, cleaning and maintenance of drainage structures, ADA curb ramp removal and replacement, tree trimming and removal, and mowing (the "PROJECT IMPROVEMENT" or "IMPROVEMENT"); and

WHEREAS, this AGREEMENT shall set forth the PARTIES' respective responsibilities for selection, completion and funding of the PROJECT IMPROVEMENTS; and

WHEREAS, the COUNTY, by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/1-1 et seq., and the Illinois Highway Code, 605 ILCS 5/1-101 et seq., is authorized to enter into this AGREEMENT; and

WHEREAS, the MUNICIPALITY, by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., is authorized to enter into this AGREEMENT; and

WHEREAS, this AGREEMENT is further authorized under Article VII, Section 10 of the Illinois Constitution and by the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

I. SELECTION OF IMPROVEMENTS

- A. **MFT Eligibility.** All uses of Motor Fuel Tax (MFT) funds are subject to the provisions and limitations reflected in the Illinois Department of Transportation's Bureau of Local Roads and Streets Manual and state statutes. The MUNICIPALITY must determine whether a proposed IMPROVEMENT is a permissible use of MFT funds prior to seeking approval from the COUNTY.

- B. **Prior Approval Requirement.** In order for an activity and/or expenditure to be eligible for reimbursement under this AGREEMENT, the MUNICIPALITY must seek prior written approval from the Superintendent of the DEPARTMENT or his or her designee.
- C. **Requests for Approval.** The request from the MUNICIPALITY must be in writing and include the following information:
1. the scope, location and limits of the work to be performed;
 2. the total dollar amount requested for the work, including a detailed breakdown of estimated material quantities;
 3. photographs depicting the general overall condition of the assets to be improved within the COUNTY or public right-of-way;
 4. a reference to PROJECT section number 20-MUNMP-00-PV; and
 5. a signature line for concurrence from the Superintendent of the DEPARTMENT or his or her designee.
- D. **Additional Information Required.** The COUNTY may request additional information from the MUNICIPALITY, if needed, to determine whether or not to approve an activity and/or expenditure for reimbursement. The MUNICIPALITY shall cooperate with the COUNTY insofar as is necessary for the COUNTY to make its determination.
- E. **County Approval.** If approved by the Superintendent of the DEPARTMENT or his or her designee, the COUNTY will return a signed copy of the MUNICIPALITY's request to the MUNICIPALITY as soon as practicable. Next to the signature of the Superintendent or his or her designee will be the total dollar amount approved for the activity and/or expenditure (the "PROJECT IMPROVEMENT BUDGET"). The failure of the COUNTY to respond to a request from the MUNICIPALITY shall mean that the COUNTY does not concur with the MUNICIPALITY's request and that the activity and/or expenditure is not eligible for reimbursement from the COUNTY.
- F. **Submittals.** All submittals required of the MUNICIPALITY under this section of the AGREEMENT shall be directed to the Superintendent's designee:

Maintenance Bureau Chief
Attn: Edward J. Tully
Cook County Department of Transportation and Highways
8900 W. 135th Street
Orland Park, IL 60462
E-mail: Edward.Tully2@cookcountyil.gov

I. PRELIMINARY ENGINEERING

- A. **Consultant Selection.** Unless otherwise agreed to by the PARTIES in writing, any preliminary engineering services to be performed as part of the PROJECT shall be performed by a qualified consultant(s) under contract with the MUNICIPALITY and selected through a competitive, qualification-based procurement process.

- B. **Deliverables.** Upon request by the COUNTY, the MUNICIPALITY shall provide the COUNTY with copies of any and all deliverables produced by the MUNICIPALITY's consultant(s) and submitted to the MUNICIPALITY, including, but not limited to, any and all surveys, studies, reports, charts, maps, drawings, agreements, data, plans, specifications, estimates, plats, permits and special provisions.
- C. **Meetings.** The MUNICIPALITY shall provide no less than fourteen (14) calendar days' advance written notice to the COUNTY of the PROJECT kick-off meeting and any public meetings or hearings as part of the PROJECT.
- D. **Project Reports.** The MUNICIPALITY shall provide the COUNTY with one (1) paper copy and one (1) electronic copy of any preliminary engineering reports completed as part of the PROJECT.

II. DESIGN ENGINEERING

- A. **Consultant Selection.** Unless otherwise agreed to by the PARTIES in writing, any design engineering services to be performed as part of the PROJECT, including, but not limited to, preparing preliminary, pre-final and final construction plans, specifications, special provisions and cost estimates, shall be performed by a qualified consultant(s) under contract with the MUNICIPALITY and selected through a competitive, qualification-based procurement process.
- B. **Deliverables.** The MUNICIPALITY or its consultant(s) shall submit the construction plans, specifications, special provisions and cost estimates for a PROJECT IMPROVEMENT to the COUNTY at the following stages of plan preparation:
 - 60% - Preliminary
 - 100% - Final
- C. **County Review.** The COUNTY may review the construction plans, specifications, special provisions and cost estimates and offer comments and/or objections, which the PARTIES shall work cooperatively to address and resolve. If the MUNICIPALITY does not receive comments from the COUNTY within fourteen (14) calendar days after receipt by the COUNTY of the proposed plans and specifications, the lack of response shall be deemed approval thereof.
- D. **Meetings.** The MUNICIPALITY shall provide no less than fourteen (14) calendar days' advance written notice to the COUNTY of the PROJECT kick-off meeting and any public meetings or hearings as part of the PROJECT.

III. CONSTRUCTION

- A. **Contractor Selection.** Unless otherwise agreed to by the PARTIES in writing, any construction to be performed as part of the PROJECT shall be performed by a qualified contractor(s) under contract with the MUNICIPALITY. In awarding and administering the

contract, the MUNICIPALITY shall comply with all applicable state and federal laws and regulations.

- B. **Pre-Construction Notices.** The MUNICIPALITY shall provide no less than fourteen (14) calendar days' advance written notice to the COUNTY prior to any pre-construction meetings and no less than seven (7) calendar days' advance written notice prior to the start of any construction work on the PROJECT.
- C. **Insurance.** The MUNICIPALITY shall require its construction contractor(s) to name the COUNTY as an additional insured under the contractor's general liability insurance policy.
- D. **Rights of Inspection.** The COUNTY and its authorized agents shall have reasonable rights of inspection (including pre-final and final inspection) during the progress of any construction work on the PROJECT. The MUNICIPALITY shall work cooperatively with the COUNTY to address and resolve any concerns raised by the COUNTY.
- E. **Final Inspection Notice.** The MUNICIPALITY shall provide no less than fourteen (14) calendar days advance written notice to the COUNTY prior to final inspection of any PROJECT IMPROVEMENT.

IV. CONSTRUCTION ENGINEERING

- A. **Consultant Selection.** Unless otherwise agreed to by the PARTIES in writing, any construction engineering services to be performed as part of the PROJECT shall be performed by a qualified consultant(s) under contract with the MUNICIPALITY and selected through a competitive procurement process. Construction engineering services may include attendance at pre-construction and progress meetings, full-time or part-time inspection services and providing material testing reports if required.
- B. **County Monitoring.** The COUNTY may periodically visit the construction site(s) to confirm that construction engineering services are being performed in a satisfactory manner. The MUNICIPALITY shall work cooperatively with the COUNTY to address and resolve any issues raised by the COUNTY with respect to the performance of construction engineering services.

V. FINANCIAL

- A. **Municipality Cost Participation.** The MUNICIPALITY agrees to pay all actual PROJECT-related costs, subject to reimbursement by the COUNTY as hereinafter stipulated.
- B. **County Cost Participation.** The COUNTY agrees to reimburse the MUNICIPALITY up to Five Hundred Thousand Dollars (\$500,000.00) toward actual PROJECT costs, in accordance with the approved PROJECT IMPROVEMENT BUDGETS. Should modifications to a PROJECT IMPROVEMENT BUDGET be required, the MUNICIPALITY must seek written approval from the Superintendent of the DEPARTMENT or his or her designee.
- C. **Progressive Reimbursement.** The COUNTY will reimburse the MUNICIPALITY as funds are expended by the MUNICIPALITY. The MUNICIPALITY may seek reimbursement from the

COUNTY no more frequently than on a monthly basis. The COUNTY agrees to pay invoices from the MUNICIPALITY in an expeditious manner.

- D. **Reimbursement Documentation.** In order to receive reimbursement from the COUNTY, the MUNICIPALITY must provide the COUNTY with the following:
1. a cover letter addressed to the Superintendent of the DEPARTMENT or his or her designee;
 2. an invoice requesting payment, which includes the name of the PROJECT and its associated section number;
 3. a copy of the approved PROJECT IMPROVEMENT BUDGET signed by the Superintendent of the DEPARTMENT or his or her designee;
 4. a copy of the cancelled check(s) paid to the consultant(s), contractor(s) and/or supplier(s) (or a copy of the associated bank ledger(s) reflecting the payment(s)), or a letter from the consultant(s), contractor(s) and/or supplier(s) confirming payment was received for the service(s) rendered; and
 5. a copy of the associated invoice(s) submitted to the MUNICIPALITY by the consultant(s), contractor(s) and/or supplier(s) for the service(s) rendered.
- E. **Insufficient Documentation.** If the documentation submitted by the MUNICIPALITY for reimbursement is deemed by the COUNTY as not sufficiently documenting the work completed, the COUNTY may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this AGREEMENT.
- F. **County Fiscal Year and Outstanding Invoices.** The COUNTY fiscal year runs from December 1 through November 30 of the following calendar year. Work performed in a given fiscal year must be invoiced by the MUNICIPALITY within five (5) days following the close of that fiscal year.
- G. **Ineligible Expenditures.** It is understood and agreed to by the PARTIES that the COUNTY will not reimburse the MUNICIPALITY for any expenditures that are:
1. contrary to the provisions of this AGREEMENT;
 2. not directly related to carrying out the PROJECT;
 3. incurred without the consent of the COUNTY after written notice of the suspension or termination of any or all of the COUNTY's obligations under Section VII (A) of this AGREEMENT; or
 4. in excess of the amount set forth in Section VI (B) of this AGREEMENT.
- H. **Funding Breakdown.** A funding breakdown is incorporated into and made a part of this AGREEMENT and is attached hereto as EXHIBIT A.

VI. SUSPENSION AND TERMINATION

- A. **Suspension or Early Termination.** The MUNICIPALITY agrees that, if the COUNTY determines that the MUNICIPALITY has not complied with or is not complying with, has failed to perform or is failing to perform, or is in default under any of the provisions of this AGREEMENT, the COUNTY, after written notification to the MUNICIPALITY of said non-compliance or default and failure by the MUNICIPALITY to correct said violations within thirty (30) calendar days, may:
1. suspend or terminate this AGREEMENT in whole or in part by written notice, and/or;
 2. demand refund of any funds disbursed to the MUNICIPALITY;
 3. temporarily withhold cash payments pending correction of deficiencies by the MUNICIPALITY or more severe enforcement action by the COUNTY;
 4. disallow all or part of the cost of the activity or action not in compliance; or
 5. take appropriate legal action.
- B. **Termination.** Unless extended by the Superintendent of the DEPARTMENT in writing, this AGREEMENT shall terminate three (3) years after its Effective Date, as defined in Section VII (J) below.

VII. GENERAL CONDITIONS

- A. **Authority to Execute.** Each PARTY hereto represents and warrants that the individuals signing this AGREEMENT on behalf of such party are duly authorized to sign this AGREEMENT.
- B. **Binding Successors.** This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns. Neither PARTY may assign its rights or obligations hereunder without the written consent of the other PARTY.
- C. **Compliance with Laws, Rules and Regulations.** The PARTIES shall at all times observe and comply with all federal, state and local laws and regulations, as amended from time to time, in carrying out this AGREEMENT.
- D. **Conflicts of Interest.** The MUNICIPALITY understands and agrees that no director, officer, agent or employee of the MUNICIPALITY may have an interest, whether directly or indirectly, in any contract or agreement or the performance of any work pertaining to this AGREEMENT; represent, either as an agent or otherwise, any person, trust or corporation with respect to any application or bid for any contract or agreement or work pertaining to this AGREEMENT; or take, accept or solicit, either directly or indirectly, any money or thing of value as a gift or bribe or means of influencing his or her vote or actions. Any contract or agreement made and procured in violation of this provision is void and no funds under this AGREEMENT may be used to pay any cost under such a contract or agreement.
- E. **Conflict with Exhibits.** In the event of a conflict between any exhibit attached hereto and the text of this AGREEMENT, the text of this AGREEMENT shall control.

- F. **Counterparts.** This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- G. **County Permits.** The COUNTY will grant and consent to any and all permits for right of access (ingress or egress) and/or temporary use of its property within the PROJECT limits to the MUNICIPALITY and/or its agents, without charge of permit fees to the MUNICIPALITY. Any permit(s) for right of access and/or temporary use of any of the COUNTY's property shall not be unreasonably withheld by the COUNTY.
- H. **County Section Number.** The PROJECT is hereby designated COUNTY section number 20-MUNMP-00-PV. The MUNICIPALITY shall include COUNTY section number 20-MUNMP-00-PV on all PROJECT-related submittals, including, but not limited to, correspondence and invoices.
- I. **Disputes.** In the event of any dispute, claim, question, or disagreement arising out of the performance of this AGREEMENT, the PARTIES hereto shall extend their reasonable efforts to meet to settle the dispute, claim, question, or disagreement. To this effect, the PARTIES shall consult and negotiate with each other in good faith and shall recognize each other's interests as well as their mutual interests and attempt to reach a just and equitable solution that gives reasonable consideration to each PARTY's interests and operations. Reasonable efforts are to be measured against what a similarly situated party would reasonably do. In the event the PARTIES cannot mutually agree on the resolution of the dispute, claim, questions, or disagreement, the decision of the Superintendent of the DEPARTMENT shall be final.
- J. **Effective Date.** The Effective Date of this AGREEMENT shall be the date that the last authorized signatory signs and dates this AGREEMENT, which date shall be inserted on the first page of this AGREEMENT. This AGREEMENT shall become effective only in the event that the corporate authorities of each PARTY approve this AGREEMENT.
- K. **Entire Agreement.** This AGREEMENT constitutes the entire AGREEMENT of the PARTIES concerning all matters specifically covered by this AGREEMENT and supersedes all prior written or oral agreements, commitments and understandings among the PARTIES. There are no representations, covenants, promises or obligations not contained in this AGREEMENT that form any part of this AGREEMENT or upon which any of the PARTIES is relying upon in entering into this AGREEMENT.
- L. **Force Majeure.** Neither PARTY shall be liable for any delay or non-performance of its obligations hereunder caused by any contingency reasonably beyond its control, including, but not limited to, acts of God, war, civil unrest, labor strikes or walkouts, fires and natural disasters.
- M. **Governing Law and Venue.** All questions of interpretation, construction and enforcement, and all controversies with respect to this AGREEMENT, will be governed by the applicable constitutional, statutory and common law of the State of Illinois. The PARTIES agree that, for the purposes of any litigation relative to this AGREEMENT and its

enforcement, venue will be in the Circuit Court of Cook County, Illinois or the Northern District, Eastern Division of the United States District Court, Chicago, Illinois, and the PARTIES consent to the *in personam* jurisdiction of said Courts for any such action.

- N. **Indemnification.** The MUNICIPALITY shall indemnify, defend and hold harmless the COUNTY and its commissioners, officers, directors, employees and agents, from and against any and all claims, liabilities, damages, losses, and expenses, including, but not limited to, legal defense costs, attorneys' fees, settlements or judgments, caused by the negligent acts, omissions or willful misconduct of the MUNICIPALITY, its officers, directors, employees, agents, consultants, contractors, subcontractors or suppliers in connection with or arising out of the performance of this AGREEMENT.
- O. **Lead Agency.** The MUNICIPALITY agrees to assume overall responsibility for the PROJECT, including ensuring that all required permits and joint participation and/or force account agreements are secured.
- P. **Modification.** This AGREEMENT may only be modified by a written instrument executed by duly authorized representatives of both PARTIES.
- Q. **No Individual or Personal Liability.** No official, employee, or agent of either PARTY to this AGREEMENT shall be charged personally by the other PARTY with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this AGREEMENT, or because of a PARTY's execution or attempted execution of this AGREEMENT, or because of any breach of this AGREEMENT. This provision shall survive termination or expiration of this AGREEMENT.
- R. **No Third-Party Beneficiaries.** This AGREEMENT is not intended to confer any rights or remedies upon any person, entity, or municipality other than the PARTIES hereto.
- S. **Notices.** Unless otherwise specified, all communications related to this AGREEMENT shall be in writing and shall be personally delivered or mailed via first class, certified or registered U.S. Mail or electronic mail delivery to the following persons at the following addresses:

To the COUNTY:

Maintenance Bureau Chief
 Attn: Edward J. Tully
 Cook County Department of Transportation and Highways
 8900 W. 135th Street
 Orland Park, IL 60462
 E-mail: Edward.Tully2@cookcountyil.gov

To the MUNICIPALITY:

Public Works Director
 Attn: Kevin Workowski

Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477
E-mail: tppw@tinleypark.org

- T. **Recitals.** The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into and made a part of this AGREEMENT.
- U. **Records Maintenance.** The MUNICIPALITY shall maintain during the term of this AGREEMENT and for a period of three (3) years thereafter complete and adequate financial records, accounts and other records to support all PROJECT expenditures. These records and accounts shall include, but not be limited to, records providing a full description of each activity being assisted with COUNTY funds; a general ledger that supports the costs being charged to the COUNTY; records documenting procurement of goods and services; contracts for goods and services; invoices; billing statements; cancelled checks; bank statements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules.
- V. **Review and Audits.** The MUNICIPALITY shall give the COUNTY access to all books, accounts, records, reports and files pertaining to the administration, receipt and use of COUNTY funds under this AGREEMENT to necessitate any reviews or audits.
- W. **Section Headings.** The descriptive section and subsection headings used in this AGREEMENT are for convenience only and shall not control or affect the meaning or construction of any of the provisions thereof.
- X. **Severability.** If any term of this AGREEMENT is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- Y. **Waiver of Default.** The failure by the COUNTY or the MUNICIPALITY to seek redress for violation of or to insist upon strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the COUNTY or the MUNICIPALITY unless such provision is waived in writing.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

EXECUTED BY COUNTY OF COOK:

EXECUTED BY VILLAGE OF TINLEY PARK:

Toni Preckwinkle
President
Cook County Board of Commissioners

Jacob C. Vandenberg
Mayor

This ____ day of _____, 2020

This ____ day of _____, 2020

ATTEST: _____
County Clerk

ATTEST: _____
Village Clerk

RECOMMENDED BY:

APPROVED AS TO FORM:
Kimberly M. Foxx, State's Attorney

John Yonan, P.E.
Superintendent
County of Cook
Department of Transportation and Highways

By: _____
Assistant State's Attorney

EXHIBIT A
Funding Breakdown

| ITEM | TOTAL COST | FPDCC SHARE | COUNTY SHARE |
|--------------------------------------|------------|-----------------------------------|-----------------|
| PROJECT IMPROVEMENTS (All Phases) | \$500,000 | Balance in excess of \$500,000 | Up to \$500,000 |



Interoffice

Memo

Date: October 16, 2020
To: John Urbanski, Public Works Director
From: Kelly Mulqueeney, Street Superintendent
Subject: 2020-2021 Salt Purchase

Presented for October 20th, 2020 Committee of the Whole and Board Meeting agenda for consideration and possible action:

Description: This purchase agreement locks in the price for bulk salt from Morton Salt, Inc. delivered to the Public Works facility at \$59.10 per ton (in 2019 it was \$87.36 per ton). Under this agreement the Village is required to take initial delivery of 5,500 tons of salt over the winter season.

The total estimated cost for 2020-2021: \$325,050
 The cost for the 2019-2020 season: \$480,480

A request for a purchasing agreement proposal for bulk rock salt was requested from 7 companies. Four (4) proposals were received as follows:

| | | |
|-------------------|-------------------|-----------------|
| Morton Salt, Inc. | Oakbrook, IL | \$59.10 per ton |
| Compass Minerals | Overland, KS | \$62.32 per ton |
| Chicago Salt | Riverdale, IL | \$79.00 per ton |
| Cargill | North Olmsted, OH | \$82.00 per ton |
| Central Salt | Lemont, IL | No Response |
| National Salt | Itasca, IL | No Response |
| Midwest Salt | West Chicago, IL | No Response |

Background: Central Management Services (CMS) contracts for a state-wide purchase for bulk road salt supply opened bids June and the median cost per ton for surrounding communities was not released as of yet. This is historically a higher cost per ton than what we have received by pricing individually.

Budget / Finance: Funding for this purpose is available in the Road & Bridge and Commuter Parking Lot Operating & Maintenance Funds.

| | |
|---|--------------------|
| O&M Budget Road & Bridge amount available | \$485,000 |
| O&M Commuter Parking Lot amount available | \$15,000 |
| O&M Odyssey Street Fund amount available | \$10,000 |
| Amount required for salt purchase | <u>(\$325,050)</u> |
| Amount UNDER budget | \$184,950 |

Staff Direction Request:

1. Approve purchase agreement with Morton Salt, Inc. for the FY21 bulk salt purchase in the amount of \$59.10 per ton.
2. Direct Staff as necessary.



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

RESOLUTION
NO. 2020-R-100

**A RESOLUTION APPROVING A SALT PURCHASE AGREEMENT WITH MORTON
SALT, INC. FOR FISCAL YEAR 2021**

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

A RESOLUTION APPROVING A SALT PURCHASE AGREEMENT WITH MORTON SALT, INC. FOR FISCAL YEAR 2021

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 approved a salt purchase agreement with Morton Salt, Inc., a true and correct copy of such Contract 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 Extension 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 20th day of October, 2020, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

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-100, **“A RESOLUTION APPROVING A SALT PURCHASE AGREEMENT WITH MORTON SALT, INC. FOR FISCAL YEAR 2021”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 20, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of October, 2020.

KRISTIN A. THIRION, VILLAGE CLERK



MORTON SALT

AUG 19, 2020

Village of Tinley Park
 16250 Oak Park Avenue
 Tinley Park IL 60477-1628

Dear Sir/Madam

MORTON SALT, INC. is pleased to offer you the following bulk deicing salt pricing for the season 2020/2021.

| Description | Valid From | Valid To | Transport Mode | Min Order |
|------------------------------|-----------------|-------------------|--|-------------------|
| Bulk Safe-T-Salt 5500 TON | JUL 01, 2020 | JUN 30, 2021 | Delivered MS Dump Truck Standard UNLIMI | 20 TON |
| 5940042949/720 | | MORTON CALUMET(CH | | 59.10 USD per TON |
| Total Tons: | 5500 TON | | | |

Do you wish to change the tonnage? Yes ___ No ___ Upon approval, new requested tonnage is: _____ Tons

Reason for tonnage change: _____

Delivered prices are based upon full truckload quantities specific to the delivery address shown below.
 Normal delivery is 1-5 business days ARO.

Any applicable taxes are extra. Terms are net 30 days. Initial order must be placed by December 31st.

Please review your account information and advise if any changes are required;

Delivery Address:
 VLG TINLEY PARK-IL
 7980 183RD ST
 TINLEY PARK IL 60477-3679

Print Name: _____

Email Address: _____

Phone Number: _____

Customer #3656176

To confirm and accept this quotation, please sign the acceptance and return via email, mail, or fax within 30 days of the date shown above.

Acceptance:

I accept the MORTON SALT, INC. price for season 2020/2021.

Signature: _____

Date: _____

Return to:
 Customer Service
 Email: buyroadsalt@mortonsalt.com
 Fax: 630-214-0725
 444 W Lake St.
 Chicago IL 60606



MORTON SALT

To place orders and view invoices 24/7, logon or register at mymortonsalt.com

We are going paperless next year. Please provide an email address where your quote should be sent.

Email address for quote communication: _____

Sincerely,

MORTON SALT, INC.



Terms and Conditions

1. All orders are subject to the conditions set forth hereon, and no agreement or other understanding in any way modifying or supplementing these conditions shall be binding upon Seller unless made in writing and signed by an authorized executive of Seller.
2. This price quotation does not include sales, use, or any other taxes, which will be added to the price, if applicable.
3. Terms of payment are net thirty (30) days (subject to Credit Department approval). The Seller reserves the right to charge a one and a half percent (1½%) per month service charge on amounts outstanding more than thirty (30) days from the date of the invoice, effective as of the thirty-first day from the date of the invoice.
4. Effort will be made to effect shipment as soon as possible after an order is received but Seller shall not be responsible for any delay or failure to deliver caused wholly or in part by any cause not resulting from negligence on the part of Seller, including without limitation, fire, flood, accident, strike, labor trouble, civil commotion, acts of terrorism, war, demands, requests or requirements of governmental authority, failure in production equipment, product availability, inability to obtain fuel, power, raw materials or shipping capacity or acts of God, including snow, ice or other weather related problems. Transportation surcharges may be applied in the event of significant cost increases in transportation beyond the reasonable control of the Seller.
5. All claims of shortages in quantities delivered, quality or delivery of material other than ordered must be made in writing by Buyer within seven (7) days of receipt of shipment and supported by satisfactory evidence. Buyer, by acceptance of the material covered by this transaction, assumes all risk and responsibility incident to the handling and use of said material and for the results obtained through use of said material, and shall indemnify and hold Seller harmless of and from any and all claims with respect thereto.
6. Seller warrants the material sold hereunder is suitable for ice control only. Seller's liability is limited to providing additional material to the extent any material is shown to be otherwise than as warranted, and Seller shall be in no event liable otherwise or for indirect or consequential damages. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
7. The SELLER reserves the right upon notice to BUYER to condition any future shipments (including those previously ordered or in transit) upon SELLER'S receipt of cash, certified or cashier's check in the amount of the invoice prices of such shipments and inclusive of all freight.
8. Delivered prices are based upon full truckload. Shipments are made in dump trucks carrying 20-25 tons and normally delivered within 5 days. Exceptions to truck minimums: in Michigan-50 ton minimum (or single trailer 25 ton minimum); Utah-40 ton minimum (or single trailer 25 ton minimum or tri-axle truck 18 ton minimum); Ohio piler delivery-200 ton minimum; 10 ton minimum per truck pickup where offered and available. Please give at least 24 hours notice prior to pick-up.
9. Estimated tonnage for existing customers is a weighted average calculation of purchases from Morton Salt in the last five (5) years. Customer requests above the estimated tonnage are subject to product availability and pricing changes. Increases in any of Seller's transportation and warehousing costs, and extraordinary increases in Seller's costs of production, including without limitation, in its costs of energy or package materials, may be passed along to Buyer upon advance notice to cover the increased costs to Seller.
10. Should fuel costs rise to a level requiring carriers to implement a fuel surcharge, the surcharge amount will be additional, and will be shown as a separate line item on the invoice. If implemented, fuel surcharge amounts may vary weekly, and are based on the fuel cost averages published at www.eia.doe.gov.



Interoffice

Memo

Date: October 16, 2020

To: John Urbanski, Public Works Director

From: Kelly Mulqueeny, Street Superintendent

Subject: Service Contract Award- Cul-de-sacs snow removal (Year 1 of 3)

Presented for October 20th, 2020 Committee of the Whole and Board Meeting for consideration and possible action:

Scope of Work: This service contract is for snow removal by a qualified contractor from the 252 cul-de-sacs and eyebrows throughout the Village of Tinley Park.

Description: Public works is recommending that we approve the contract for snow removal in our 255 cul-de-sacs and eyebrows in various locations in Village of Tinley Park. The contract has the option of 2 (two) - 1 (one) year renewals.

Background: This service contract was advertised on September 15th, 2020 in accordance with state bidding laws, two (2) contractors reviewed the contracts and one (1) sealed bid was received. This contract includes pricing for two (2) optional contract extensions of one (1) year each that may be approved at the sole discretion of the Village. Bids were opened and read publicly on Tuesday, September 29th, 2020 at 10:30 AM by the Village Clerk and Street Superintendent. They were received as follows:

| <u>Contractor</u> | <u>Location</u> | <u>Bid</u> |
|----------------------------------|-----------------|------------|
| Roy Zenere Trucking & Excavating | Thornton, IL | \$165,750 |

Budget / Finance: Funding is available in the approved FY21 budget, operations and maintenance funds.

| | |
|---|-----------|
| Total Budget Available | \$236,250 |
| Lowest responsible bidder for 10 events | \$165,750 |

Staff Direction Request:

1. Approve service contract with Roy Zenere Trucking and Excavating for the FY21 Cul-de-sacs Snow Removal Contract at the initial bid as received with the option to extend as weather requires.
2. Direct Staff as necessary.

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

RESOLUTION
NO. 2020-R-101

**A RESOLUTION APPROVING A CONTRACT FOR SNOW AND ICE REMOVAL AT CUL DE
SACS IN THE VILLAGE OF TINLEY PARK –
ZENERE TRUCKING & EXCAVATING**

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-101**A RESOLUTION APPROVING A CONTRACT FOR SNOW AND ICE REMOVAL AT CUL DE SACS IN THE VILLAGE OF TINLEY PARK – ZENERE TRUCKING & EXCAVATING**

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 Zenere Trucking & Excavating, a true and correct copy of such Contract 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 20th day of October, 2020, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 20th day of October, 2020, by the President of the Village of Tinley Park.

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-101, **“A RESOLUTION APPROVING A CONTRACT FOR SNOW AND ICE REMOVAL AT CUL DE SACS IN THE VILLAGE OF TINLEY PARK – ZENERE TRUCKING & EXCAVATING,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 20, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of October, 2020.

KRISTIN A. THIRION, VILLAGE CLERK



Interoffice

Memo

Date: October 16, 2020

To: John Urbanski, Public Works Director

From: Kelly Mulqueeny, Streets Superintendent

Subject: Service Contract Award-Parking Lot Snow Removal (Year 3 of 3)

Presented for October 20th, 2020 Committee of the Whole and Board Meeting agenda for consideration and possible action:

Scope of Work: This service contract includes the removal of snow by a qualified contractor for the 21 parking lots and sidewalk locations throughout the Village of Tinley Park.

Description: Public works is recommending that we extend our current contract for snow removal in our parking lots and sidewalks at various locations in Village of Tinley Park. The contract has the option of 2 (two) - 1 (one) year renewals. This will be the third and final year for this contract. The past year Beverly Snow & Ice Inc has proven to be a professional, reliable contractor with reasonable rates.

Budget / Finance: Funding is available in the approved FY21 budget, operations and maintenance funds.

| | |
|---|------------------|
| Total Budget Available | \$342,720 |
| Lowest responsible bidder for 10 events | <u>\$100,350</u> |
| | \$242,370 |

The total contract amount shall not exceed the funding available as determined by the Village Board and applied at the unit costs established in the bidding documents for work authorized for each snow event.

Staff Direction Request:

1. Approve the renewal of the service contract with Beverly Snow & Ice Inc. for the FY21 Parking Lot Snow Removal Contract in the estimated amount of this contract extension is \$242,370, but can vary based on the frequency and amount of snow and ice control required.
2. Direct Staff as necessary.

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

RESOLUTION
NO. 2020-R-102

**A RESOLUTION APPROVING A CONTRACT EXTENSION FOR SNOW AND ICE REMOVAL
AT MUNICIPAL PARKING LOTS IN THE VILLAGE OF TINLEY PARK –
BEVERLY SNOW & ICE, INC.**

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-102**A RESOLUTION APPROVING A CONTRACT EXTENSION FOR SNOW AND ICE REMOVAL
AT MUNICIPAL PARKING LOTS IN THE VILLAGE OF TINLEY PARK –
BEVERLY SNOW & ICE, INC.**

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 Extension with Beverly Snow and Ice, Inc., a true and correct copy of such Contract 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 Extension 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 20th day of October, 2020, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 20th day of October, 2020, by the President of the Village of Tinley Park.

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-102, **“A RESOLUTION APPROVING A CONTRACT EXTENSION FOR SNOW AND ICE REMOVAL AT MUNICIPAL PARKING LOTS IN THE VILLAGE OF TINLEY PARK – BEVERLY SNOW & ICE, INC.,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 20, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of October, 2020.

KRISTIN A. THIRION, VILLAGE CLERK



Interoffice Memo

Date: October 15, 2020
To: Village Board of Trustees
From: David Niemeyer, Village Manager
Subject: Nowy Sącz Sister City

Attached is a Resolution establishing a Sister City affiliation program between Tinley Park and Nowy Sącz, Poland. Approximately 20 years ago, the Polish consulate approached the Village about having a Polish Sister City. Mayor Zabrocki and the Sister Cities Commission Chair visited Nowy Sącz in 2008 and 2009.

This would be the Village's third formal affiliation program. The other two are Budingem, Germany and Mallow, Ireland. The program will emphasize and support historical, cultural, educational, social and government exchanges.

TINLEY PARK



RESOLUTION 2020-R-106

A RESOLUTION ESTABLISHING AN AFFILIATION PROGRAM BETWEEN THE VILLAGE OF TINLEY PARK AND THE HISTORIC CITY OF NOWY SĄCZ, POLAND

WHEREAS, the City of Nowy Sącz, Poland, founded on November 8, 1292 by the Bohemian King Wenceslaus (Vaclav) II, on the site of an earlier village named Kamienca, and is named after a nearby town of Stary Sącz located at its southern border. It is situated at the confluence of the Kamiencia River and the Dunajec River, and is the district capital of Nowy Sącz County; additionally, it is noted that this is the only Polish town founded by the Bohemian King; and

WHEREAS, the Village of Tinley Park's with over 180 years of history dating back to the 1830's as a settlement in this area near dense timberlands north and northeast from the area known as Batchelor [sic] Grove and Cooper's Grove with most of its original settlers coming from Eastern Europe; and

WHEREAS, the Polish Consulate in Chicago, Illinois approached the Mayor and President of the Village of Tinley Park (at the time) Edward Zabrocki, and Trustee (at the time) Patrick Rea, both being with the Village of Tinley Park, with interest in having a Polish sister (twinning) city; and it was suggested by the Consulate that Nowy Sącz would be an ideal city to be paired with; this was followed by visits from Mayor and President Zabrocki and the Chairman of the Sister Cities Commission of the Village of Tinley Park and his wife in 2008 and 2009 who met with the Mayor of Nowy Sącz (at the time) Richard Novak; and

WHEREAS, the strengthening of cultural, historic, educational, and social ties between the two communities is important not only for the communities but for the great nations represented.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and President and Board of Trustees of the Village of Tinley Park on behalf of its 57,000 citizens herein assembled that:

1. A formal affiliation program between Tinley Park, Illinois, and Nowy Sącz, Poland be established on the date of the passage of this resolution and its acceptance by the Mayor and the City Council of Nowy, Sącz, Poland
2. That the affiliation program emphasize and support:
 - a. Historical exchanges
 - b. Cultural exchanges
 - c. Educational exchanges to include, as appropriate, student exchanges
 - d. Social exchanges to include the encouragement of travel by our citizens between the two communities
 - e. Governmental exchanges to include the visits by governmental officials of both municipalities
 - f. Other programs as deemed appropriate that will encourage better understanding between the communities and their cultures
3. That copies of this resolution be forwarded to:
 - a. Their Excellences the President of the United States and the President of the Commonwealth of Poland
 - b. The Bremen Historical Society of Tinley Park and the Historical Society of Nowy Sącz
 - c. To the Counsel General of the Commonwealth of Poland in Chicago, to the Secretary of Defense of the United States, and to the Secretary of the State of the United States in Washington, D.C.

ADOPTING THIS 20TH DAY OF OCTOBER, 2020.

Jacob C. Vandenberg
Village President

Kristin A. Thirion
Village Clerk

Trustee Cynthia A. Berg

Trustee William P. Brady

Trustee William A. Brennan

Trustee Diane M. Galante

Trustee Michael W. Glotz

Trustee Michael G. Mueller



Interoffice Memo

Date: October 12, 2020
To: Village Board
From: Hannah Lipman, Management Analyst
Cc: Andrew Brown, Assistant Treasurer/Finance Director
 Dave Niemeyer, Village Manager
Subject: General Liability Insurance Renewal

The Village’s current insurance coverage through the Illinois Counties Risk Management Trust (ICRMT) will expire December 1, 2020. Therefore, the Village’s insurance broker, Alliant Mesirov, has submitted an updated application to ICRMT for renewal pricing.

The Village’s annualized premium for the 2019-2020 policy year was \$755,434. This figure covers the following:

- | | |
|-------------------------------|----------------------------|
| 1. General Liability | 5. Property |
| 2. Automobile Liability | 6. Workers Compensation |
| 3. Law Enforcement Liability | 7. Cyber (separate policy) |
| 4. Public Officials Liability | 8. Crime (separate policy) |

Currently, deductibles (or self-insured retention limits) under ICRMT vary between \$100,000 and \$150,000 dependent upon the type of liability insurance, while the workers compensation deductible is \$300,000. These higher deductibles are due to the Village’s size, exposure level (e.g. number of employees, vehicles, police), and loss history. These levels minimize the premiums we pay.

Maintaining the current deductibles, the renewal premium for the 2020-2021 policy year was quoted at \$810,209, representing a 7% increase. Overall, the Village has had good claims experience this past year. For example, the Workers Compensation premium decreased by 20%. However, General Liability increased 18%. This increase does not necessarily reflect a bad claims year; our brokers noted that the market—given the current state of social and economic issues—is quite challenging. See attached ‘Public Entity Liability Marketplace Conditions’ for more information.

The other largest increase falls under Sales Tax Interruption. Upon review of this coverage, Village Staff asked our brokers to increase our Sales Tax Interruption coverage to ensure a community our size has proper coverage in the event of any natural disaster.

For comparison purposes, the below table shows our annualized premiums since joining ICRMT:

| 2018-2019 | 2019-2020 | 2020-2021 |
|-----------|-----------|-----------|
| \$745,654 | \$755,434 | \$810,209 |

In addition to claims, throughout the course of the past year, the Village has utilized several ancillary services provided by our insurance provider. See attached 'Executive Summary' for details.

ICRMT will need a decision prior to December 1st in order to process the Village's renewal. Staff recommends renewal with ICRMT and continuing with the same deductibles for the upcoming policy year.

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

RESOLUTION
NO. 2020-R-104

**A RESOLUTION APPROVING A RENEWAL OF AN INSURANCE POLICY WITH
THE ILLINOIS COUNTIES RISK MANAGEMENT TRUST (“ICRMT”)**

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-104**A RESOLUTION APPROVING A RENEWAL OF AN INSURANCE POLICY WITH THE ILLINOIS COUNTIES RISK MANAGEMENT TRUST (“ICRMT”)**

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’s (“Village”) current annual insurance policy term with the Illinois Counties Risk Management Trust (“ICRMT”) expires on December 1, 2020; and

WHEREAS, the Village after reviewing various exposures to risk and liability across all of the Village’s operations in conjunction with its current insurance coverage desires to enter into a Renewal Policy Agreement (“Agreement”) with ICRMT, to begin on December 1, 2020 and continue to November 30, 2021; 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 approve said Agreement with ICRMT pursuant to this Resolution; and

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

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

SECTION 2: The President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village and its residents that the aforesaid Agreement be entered into with ICRMT, and that the Village President is hereby authorized to execute said Agreement on behalf of the Village, subject to review and revision as to form by the Village Attorney.

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

SECTION 4: That 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 20th day of October, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 20th day of October, 2020.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

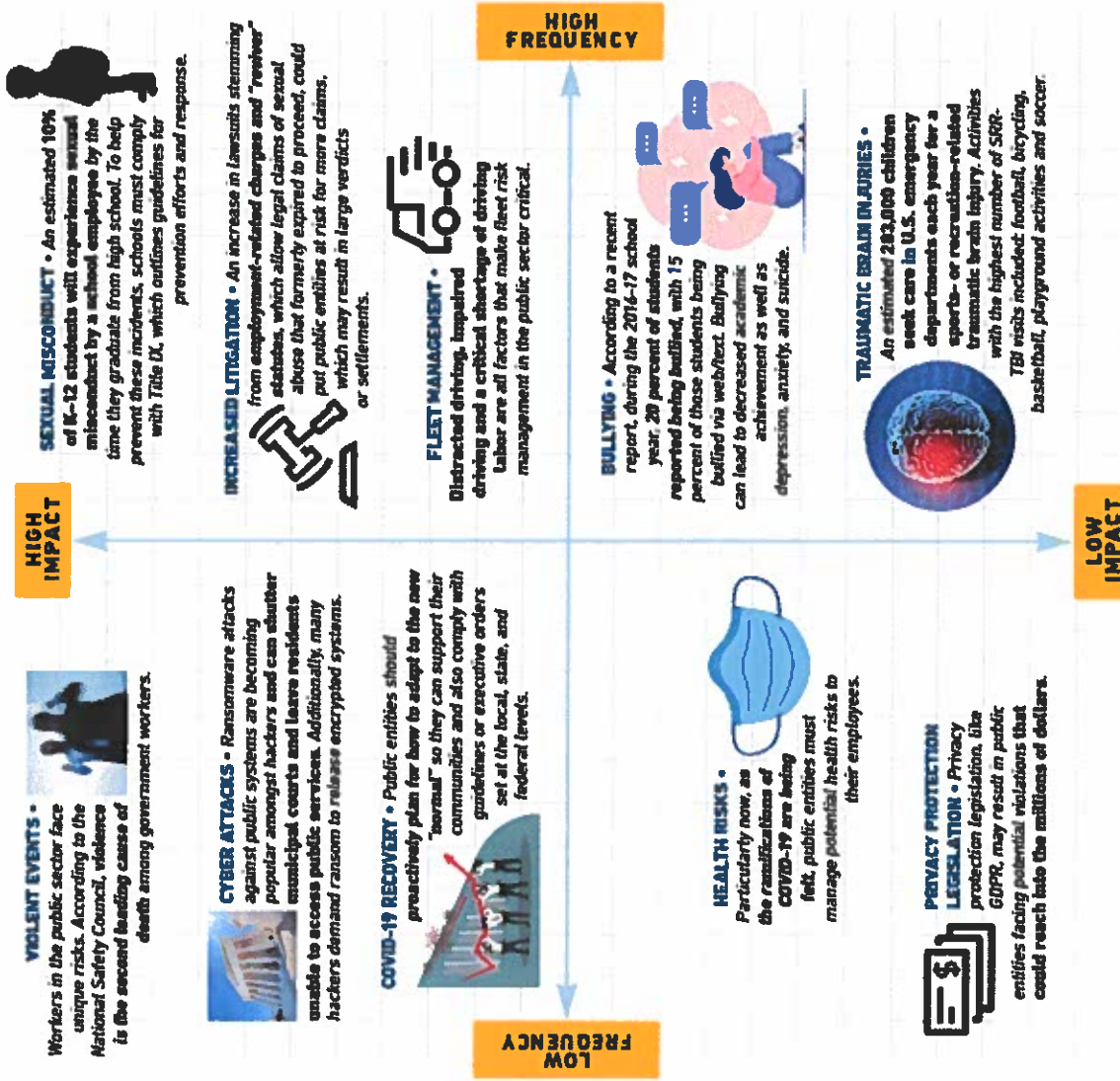
I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution 2020-R-104, “A RESOLUTION APPROVING A RENEWAL OF AN INSURANCE POLICY WITH THE ILLINOIS COUNTIES RISK MANAGEMENT TRUST (“ICRMT”)”, which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 20, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of October, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

Public Entity Liability Marketplace Conditions

- **Social Inflation**- Societal factors
- **Cook County**- Litigious court system spill over, carrier appetite.
- **Law Enforcement Liability**- Low public trust
- **Auto Liability**- Pursuit and distracted driving trends
- **Employment-Related Liability**- # MeToo movement and diversity claims
- **COVID-19**- All things
- **TBI (Traumatic Brain Injury)**- Concussions, long-term exposure
- **Sexual Molestation Liability**- Increased settlement values and extended statute of limitations



VIOLENT EVENTS - Workers in the public sector face unique risks. According to the National Safety Council, violence is the second leading cause of death among government workers.

CYBER ATTACKS - Ransomware attacks against public systems are becoming popular amongst hackers and can shutter municipal courts and leave residents unable to access public services. Additionally, many hackers demand ransom to release encrypted systems.

COVID-19 RECOVERY - Public entities should proactively plan for how to adapt to the new "normal" so they can support their communities and also comply with guidelines or executive orders set at the local, state, and federal levels.

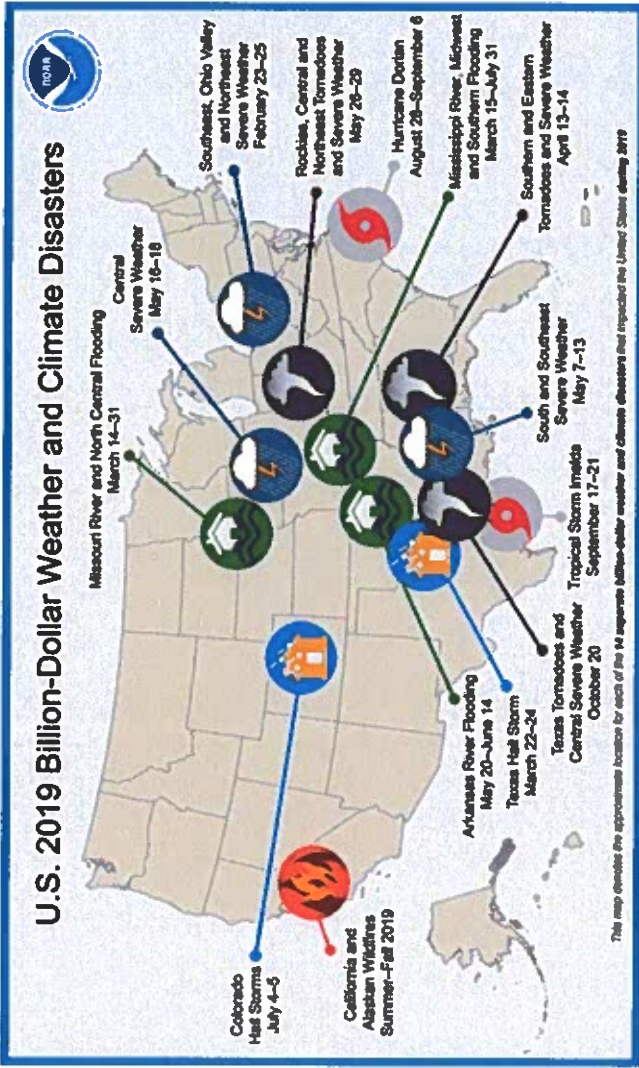
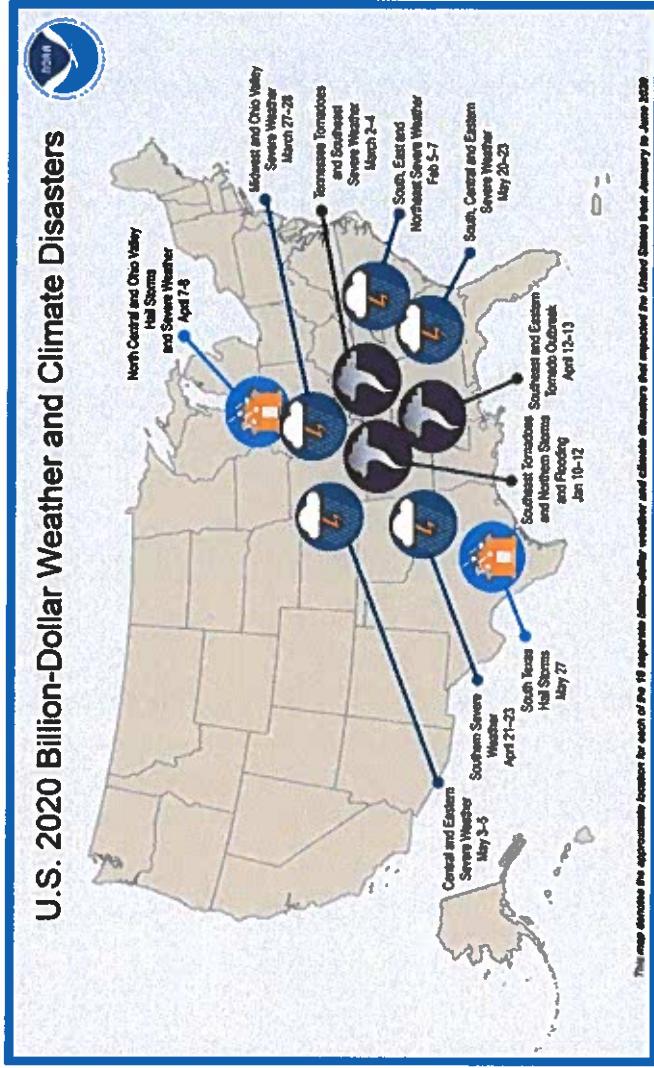
FLEET MANAGEMENT - Distracted driving, impaired driving and a critical shortage of driving labor are all factors that make fleet risk management in the public sector critical.

BULLYING - According to a recent report, during the 2016-17 school year, 28 percent of students reported being bullied, with 15 percent of those students being bullied via web/text. Bullying can lead to decreased academic achievement as well as depression, anxiety and suicide.

TRAUMATIC BRAIN INJURIES - An estimated 283,000 children seek care in U.S. emergency departments each year for a sports- or recreation-related traumatic brain injury. Activities with the highest number of SRO-TBI visits included football, bicycling, basketball, playground activities and soccer.



Notes: The Photo above is produced by the Risk and Resourcer® edition of Smart Liability Market Report which is the premier source and has the responsibility for the content.



Public Entity Property Marketplace Conditions

- Hurricanes
- Extreme Storms (Heavy Rain, Hail, Lightning, Tornadoes)
- Flooding
- Wild Fires (Heat Waves)
- Earthquakes

2018- 3rd worst year for catastrophe losses in US history

Village of Tinley Park - Premium and Expense Summary

| | Expiring Annual Premium | Renewal Premium | Incr/Dec |
|--|-------------------------|-----------------|----------|
|--|-------------------------|-----------------|----------|

Premium and Expenses - Annualized

| | | | |
|------------------------------|------------|----------------|------|
| Liability Package Premium | \$ 587,548 | \$ 692,043 | 18% |
| COVID 19 Credit | N/A | \$ (18,724.00) | |
| Workers Comp Premium | \$ 157,907 | \$ 126,911 | -20% |
| Crime Premium | \$ 9,979 | \$ 9,979 | 0% |
| Claims Handling Costs | Incl | Incl | |
| Premium and Expense Estimate | \$ 755,434 | \$ 810,209 | 7% |

| | | | |
|---------------|-----------|-----|--|
| Cyber Premium | \$ 14,190 | TBD | |
|---------------|-----------|-----|--|

Exposure Changes

| | Expiring | Renewal | Inc/Dec |
|------------------------|----------------|----------------|---------|
| Building Values | \$ 102,080,900 | \$ 102,080,900 | 0% |
| Contents | \$ 7,605,300 | \$ 8,405,300 | 11% |
| Total Values | \$ 109,686,200 | \$ 110,486,200 | 1% |
| Sales Tax Interruption | \$ 1,306,000 | \$ 3,000,000 | 130% |
| Drones | 0 | 3 | |
| Vehicles | 274 | 261 | -5% |
| Payroll | \$ 25,184,929 | \$ 25,242,358 | 0.2% |

Executive Summary

Alliant Insurance Services' Public Entity Team is pleased to present insured program for the Village of Tinley Park for the December 1, 2020 -2021 policy year.

We have provided a Premium and Expense Summary that provides an estimate of the insurance premiums, expenses and exposures on an annualized basis.

Some program highlights and services provided during the year:

- January – A sexual harassment seminar was provided by the law firm O'Halleran Kossoff and was attended by Village personnel. The session satisfied the requirement of the IL Workplace Transparency Act.
- February – Safety staff met with fleet superintendent on training topics such as fatigue, stress at work, hazard recognition , and avoiding incidents at work
- February – Discussion with Human Resources of possible yoga program for employees thru the Badge of Honor program.
- March – Discussion regarding new cannabis law including draft employment policies.
- April – Information shared on COVID 19 courses. User names and passwords sent for on-line training sessions.
- April – Discussion with Fire Chief regarding steps taken for operations impacted by COVID 19 and process for possible COVID claims.
- April – Discussion between Human Resources and counsel regarding furlough policies and procedures.
- June – Discussion regarding policy manual updates, and discussed ongoing state mandated harassment training.
- August – Safety audit inspections of four fire department stations.

Subjectivities

The following must be received prior to binding:

- Signed Acceptance Form - ICRMT
- Requested Payment Plan – ICRMT
- Need listing of locations and addresses for Sales Tax Interruption coverage



Interoffice Memo

Date: October 20, 2020

To: Village Board

From: Kristin Thirion, Village Clerk

Subject: Executive Session Recording Review Policy for Elected & Appointed Officials

The attached policy spells out the steps to be taken by Elected and Appointed Officials requesting to review verbatim recordings of Executive Session meetings.

The Open Meetings Act (OMA) states the following:

"Unless the public body has made a determination that the verbatim recording no longer requires confidential treatment or otherwise consents to disclosure, the verbatim record of a meeting closed to the public shall not be open for public inspection or subject to discovery in any administrative or judicial proceeding other than one brought to enforce this Act . . . Access to verbatim recordings shall be provided to duly elected officials or appointed officials filling a vacancy of an elected office in a public body, and **access shall be granted in the public body's main office or official storage location, in the presence of a records secretary, an administrative official of the public body, or any elected official of the public body. No verbatim recordings shall be recorded or removed from the public body's main office or official storage location, except by vote of the public body or by court order.**" 5 ILCS 120/2.06(e).

This policy sets practices for how an Elected or Appointed Official can request to review recordings.

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

RESOLUTION
NO. 2020-R-109

**A RESOLUTION AUTHORIZING AN EXECUTIVE SESSION RECORDING REVIEW
POLICY FOR ELECTED AND APPOINTED OFFICIALS**

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-109**A RESOLUTION AUTHORIZING AN EXECUTIVE SESSION RECORDING REVIEW POLICY FOR ELECTED AND APPOINTED OFFICIALS**

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 sets practices for Elected and Appointed Officials to review verbatim recordings of Executive Session meetings; 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 Executive Session Recording Review Policy for Elected and Appointed Officials, attached hereto as **EXHIBIT 1**, to establish the Village of Tinley Park's general standards and responsibilities for the setting acceptable practices for Elected and Appointed Officials to review verbatim recordings of Executive Session meetings.

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: The Executive Session Recording Review Policy for Elected and Appointed Officials, attached hereto as **EXHIBIT 1**, is hereby approved.

SECTION 3: 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 4: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

SECTION 5: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 20TH day of October, 2020, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 20th day of October, 2020, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

**EXECUTIVE SESSION RECORDING REVIEW POLICY
FOR ELECTED AND APPOINTED OFFICIALS**

1. In order to request to listen to Executive Session recordings, Elected Officials must send an email request to the Clerk, Deputy Clerk, Village Manager, and Village Attorney, with the specific dates for the recordings they would like to review.
2. After approval by the Clerk, the Elected Official must contact the Deputy Clerk to set up an appointment to listen to the recordings.
3. Listening to the Executive Session recordings will be done in the Vogt Conference Room at the Village Hall in the presence of the Deputy Clerk and any Elected Official of the public body. The door to this room will be kept open and no phones or recording devices will be allowed in the room. The Elected Official must provide their own head set/ ear buds for listening.
4. If the above items are not complied with, the listening of Executive Session recordings will be terminated.

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-109, **“A RESOLUTION AUTHORIZING AN EXECUTIVE SESSION RECORDING REVIEW POLICY FOR ELECTED AND APPOINTED OFFICIALS”**, 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, 2020.

VILLAGE CLERK

**MEMORANDUM**

TO: David Niemeyer, Village Manager

FROM: PJM

DATE : October 14, 2020

SUBJECT: Ordinance Amending Municipal Code Regarding Remote Participation During Closed Session

Our office prepared an ordinance titled “AN ORDINANCE AMENDING TITLE III CHAPTER 30 REGARDING PARTICIPATION IN MEETINGS BY TELEPHONE OR OTHER ELECTRONIC MEANS”, which makes certain changes to the Village’s Municipal Code regarding remote participation in closed session meetings. As our September 30, 2020 memo on the matter discussed, the Illinois Municipal Code permits municipalities to permit, by ordinance, remote attendance of open and closed meetings under certain circumstances and with certain limitations. One such limitation is that a member participating remotely pursuant to such an ordinance may not count towards a quorum for the purposes of having a meeting.

However, due to the COVID-19 pandemic, the Illinois legislature passed Public Act 101-0640, which made a number of changes to the Act’s quorum rules. Public Act 101-0640, allows a public body to hold “an open or closed meeting by audio or video conference without the physical presence of a quorum of the members” during a public health disaster as long as several enumerated conditions are met.” It is important to note that “an open or closed meeting subject to this Act *may be conducted by audio or video conference*, without the physical presence of a quorum of the members . . .” 5 ILCS 120/7(e) (emphasis added). This reflects the preexisting remote participation language, which makes such participation discretionary.

The proposed ordinance requires a vote by the Village Board to permit remote participation in a closed session meeting, regardless of whether the open meeting was conducted pursuant to the relaxed quorum rules. **It is important to note that, as a result, a situation may arise where an open meeting was held with under the relaxed quorum rules and, therefore, not enough members may be physically present to conduct a closed meeting should the requests to attend remotely be denied.**

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

ORDINANCE
NO. 2020-O-067

**AN ORDINANCE AMENDING TITLE III CHAPTER 30 REGARDING
PARTICIPATION IN MEETINGS BY TELEPHONE OR OTHER
ELECTRONIC MEANS**

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-067**AN ORDINANCE AMENDING TITLE III CHAPTER 30 REGARDING
PARTICIPATION IN MEETINGS BY TELEPHONE OR OTHER
ELECTRONIC MEANS**

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, due to the COVID-19 pandemic, the Illinois legislature passed Public Act 101-0640, which made a number of changes to the Open Meetings Act, 5 ILCS 120/1 *et seq.* Public Act 101-0640 allows a public body to hold an open or closed meeting by audio or video conference without the physical presence of a quorum of the members during a public health disaster as long as several enumerated conditions are met; and

WHEREAS, pursuant to Public Act 94-1058, the Village of Tinley Park (the "Village") permits remote participation in open and closed meetings by telephone or other electronic means, with certain limitations; and

WHEREAS, to ensure the maintenance of the confidential nature of closed session discussions, 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 amend the Municipal Code to require requests for remote participation in closed session meetings to be made and approved by the Village Board;

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

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

SECTION 2: That Title III Chapter 30 Section 30.28 entitled "Participation in Meetings by Telephone or Other Electronic Means" of the Tinley Park Municipal Code be and is hereby amended by adding the following underlined language as follows:

§ 30.28 PARTICIPATION IN MEETINGS BY TELEPHONE OR OTHER ELECTRONIC MEANS.

* * *

(C) Rules and procedures.

* * *

(11) No member of any village board, committee or commission shall be allowed to participate in any meeting by telephone conference call or other electronic means more than three times in a fiscal year, except for members of the Village Board who are serving as non-voting liaison to a committee or commission.

(12) All requests to remotely attend closed session meetings, including those made pursuant to 5 ILCS 120/7(e), shall be included in the open meeting’s agenda and approved, by motion, during the open meeting, regardless if the open meeting is being conducted pursuant to 5 ILCS 120/7(e).

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

SECTION 4: That this Ordinance shall be in full force and effect beginning on May 1, 2020.

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

PASSED THIS 20th day of October, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 20th day of October, 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-067, “AN ORDINANCE AMENDING TITLE III CHAPTER 30 REGARDING PARTICIPATION IN MEETINGS BY TELEPHONE OR OTHER ELECTRONIC MEANS,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 20, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of October, 2020.

KRISTIN A. THIRION, VILLAGE CLERK



Interoffice Memo

Date: October 13, 2020

To: Committee of the Whole

From: David Niemeyer, Village Manager

Subject: Amendment to Oak Lawn Water Agreement

Attached please find an amendment to the Oak Lawn Water Agreement. This forty (40) year agreement was initially approved in 2013. All of Oak Lawn's north and southwest customers are scheduled to approve this agreement this month. Highlights include the following:

- Authorizes the issuance of revenue bonds by Oak Lawn (up to a par amount of \$297 million) in order to finance \$275 million of project costs;
- Requires executive consent to award all remaining bid packages;
- Creates a customer review committee to review and approve change orders;
- Allows the realignment of the Bid Package 7A and 7B transmission main and allocates additional costs to Orland Park;
- Allows the Palos Hills Connection and the new pump station building to be financed as part of the RWS improvements with any costs above \$2,666,670 to be paid by Palos Hills; and
- Provides for the payment of system leakage and an equitable return of \$.10 per 1000 gallons of water effective January 1, 2021.

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

ORDINANCE
NO. 2020-O-066

**AN ORDINANCE OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS,
AMENDING CERTAIN PROVISIONS OF THE LONG TERM WATER SALE, PURCHASE AND
SERVICE AGREEMENT BY AND AMONG THE VILLAGE OF OAK LAWN, COOK COUNTY,
ILLINOIS, AND OTHER MUNICIPALITIES, AND AUTHORIZING THE EXECUTION AND
DELIVERY OF SAID AMENDMENT**

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-066**AN ORDINANCE OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, AMENDING CERTAIN PROVISIONS OF THE LONG TERM WATER SALE, PURCHASE AND SERVICE AGREEMENT BY AND AMONG THE VILLAGE OF OAK LAWN, COOK COUNTY, ILLINOIS, AND OTHER MUNICIPALITIES, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SAID AMENDMENT**

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois (the “Village”) on the 3rd day of December, 2013, and on the 1st day of July, 2014, adopted Ordinance No. 2013-O-055 and Ordinance No. 2014-O-011, respectively (the “Ordinances”), authorizing the execution and delivery of a “Water Sale, Purchase and Service Agreement Between the Village of Oak Lawn, Illinois and Certain of Its Municipal Customers,” dated August 1, 2014 (the “Agreement”); and

WHEREAS, the President and Board of Trustees of the Village (the “Corporate Authorities”) have determined and do hereby determine that that it is necessary and in the best interests of the Village that certain provisions of the Agreement be amended and that such Amendment and said Agreement so amended be authorized to be executed and delivered as herein provided; and

WHEREAS, the form of the First Amendment to the Water Sale, Purchase and Service Agreement between the Village and the Southwest System Customers (the “Southwest System First Amendment”) has been presented to the Corporate Authorities and is attached hereto as Attachment A:

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. Incorporation of Preambles. The findings and determinations set forth in the preambles to this Ordinance are hereby made findings and determinations of the Corporate Authorities of the Village and are incorporated into the body of this Ordinance by reference.

Section 2. Ratification, Approval and Incorporation of Amendment. The Agreement as approved by the Ordinances is hereby ratified, confirmed and approved, subject to the Southwest System First Amendment as hereby approved (the “Amended Southwest System Agreement”). The Village is authorized pursuant to this Ordinance to be bound by the terms and conditions of the Southwest System First Amendment. The Southwest System First Amendment and the Agreement shall be read together as one document. The Village Clerk is hereby authorized to replace the provisions of the Agreement with the amendments as approved herein.

Section 3. Execution. By this Ordinance, the President of the Village is hereby authorized and directed to execute and deliver and the Village Clerk is hereby authorized to attest and seal the Southwest System First Amendment and the Amended Southwest System Agreement.

Section 4. Publication. A full, true and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Corporate Authorities.

Section 5. Severability; Superseder. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. All ordinances, resolutions and orders, or parts thereof, in conflict with this Ordinance are hereby superseded to the extent of such conflict and as further provided in the Agreement as Amended.

Section 6. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

PASSED THIS 20th day of October, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 20th day of October, 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-066, “AN ORDINANCE OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, AMENDING CERTAIN PROVISIONS OF THE LONG TERM WATER SALE, PURCHASE AND SERVICE AGREEMENT BY AND AMONG THE VILLAGE OF OAK LAWN, COOK COUNTY, ILLINOIS, AND OTHER MUNICIPALITIES, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SAID AMENDMENT,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 20, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of October, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

**FIRST AMENDMENT TO THE
•REGIONAL WATER SYSTEM•
WATER SALE, PURCHASE AND SERVICE AGREEMENT
BETWEEN THE VILLAGE OF OAK LAWN, ILLINOIS AND
CERTAIN OF ITS MUNICIPAL CUSTOMERS**

This First Amendment to the Water Sale, Purchase and Service Agreement (this “*Amendment*”) made and entered into as of the Effective Date defined below, by and between the VILLAGE OF OAK LAWN, COOK COUNTY, ILLINOIS, an Illinois municipal corporation and home rule unit duly organized and existing under the laws of the State of Illinois (“*Oak Lawn*”), and each of the following units of local government:

VILLAGE OF MOKENA
VILLAGE OF NEW LENOX
CITY OF OAK FOREST

VILLAGE OF ORLAND PARK
VILLAGE OF TINLEY PARK

(the “*Southwest System Customers*”), and all of Oak Lawn and the named municipalities referred to collectively as the “*Parties*” and each individually as a “*Party*.”

WITNESSETH:

PREAMBLES

A. The Parties have entered into that certain Water Sale, Purchase and Service Agreement dated as of August 1, 2014 (the “*Agreement*”).

B. The estimated costs and completion date of the 2013 Regional System Improvements have changed substantially since the date of the Agreement; such increased costs and extended completion date being caused by multiple factors, including (i) changes to the scope of the 2013 Regional System Improvements, (ii) the costs of licenses, easements and permits, (iii) additional engineering and construction management services, and (iv) the costs of escalation and inflation.

C. The Parties now desire to amend the Agreement on the terms and conditions set forth herein.

D. The Parties have each, respectively, duly authorized their respective Presidents or Mayors to sign and their Municipal Clerks to attest this Amendment.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged by the undersigned, the Parties hereby agree as follows:

Section 1. Recitals and Definitions.

A. *Recitals.* The above paragraphs and recitals are hereby incorporated by reference, as if set forth within this Section 1.

B. *Definitions.* Unless otherwise defined in this Amendment, capitalized terms used herein shall have the respective meanings assigned to such terms in the Agreement.

Section 2. Amendment to Agreement.

A. The Agreement is hereby modified and amended to reflect the terms hereof; and wherever reference is made to the Agreement, such reference shall be deemed to refer to the Agreement as modified and amended by this Amendment.

B. The definition of “Asset Management Program” in Section 1.B. of the Agreement, is hereby amended to read as follows:

“*Asset Management Program*” means a written document providing asset management planning to determine the condition, and identify maintenance, rehabilitation and replacement needs, of the Oak Lawn Regional Water System, in a manner consistent with the International Infrastructure Management Manual, International Edition 2011, by the National Asset Management Support Group, and providing for the implementation of such system operations, repairs, rehabilitations and replacement as will meet such needs in a timely and practical manner.

C. The definition of “Equitable Return” in Section 1.B. of the Agreement, is hereby amended to read as follows:

“*Equitable Return*” means the amount set forth as follows:

(A) for purposes of this definition, the following further terms are defined:

(1) “*Annual Increase*” means an increase in the rate of return over the rate for the prior Fiscal Year equal to the greater of 2% or the increase in the PPI, year over year, as most recently published;

(2) “*Initial Rate*” means \$0.05 (5 cents) per 1,000 gallons of Chicago Water delivered under this Agreement;

(3) “*Subsequent Rate*” means \$0.10 (10 cents) per 1,000 gallons of Chicago Water delivered under this Agreement;

(B) For the Fiscal Year 2014 and each Fiscal Year thereafter until the end of the Fiscal Year 2020, Equitable Return shall be the Initial Rate;

(C) For the Fiscal Year 2021 and each Fiscal Year thereafter until the end of the Fiscal Year after the Fiscal Year in which the 2013 Regional System Improvements are Substantially Complete and Operational, Equitable Return shall be the Subsequent Rate; and

(D) For each Fiscal Year thereafter Equitable Return means the rate of such return for the prior Fiscal Year plus the Annual Increase.

D. Section 8.F. of the Agreement is hereby amended to read as follows

Asset Management and Asset Management Program. Oak Lawn will identify and implement best management practices and standards for the Oak Lawn Regional Water System. To that end, within two (2) years after the Effective Date, Oak Lawn will provide an Asset Management Program. The Asset Management Program shall thereafter be updated biennially. To be effective for the provisions of this Agreement, the Asset Management Program and any annual updates must be approved by Executive Consent Obtained. Upon such consent, Oak Lawn shall implement such Asset Management Program.

E. Section 11.D. of the Agreement is hereby amended to read as follows:

(1) *Construction of the Orland Spur Two Main.* As part of the 2013 Regional Water System Improvements, Oak Lawn will design, construct and install the Orland Spur Two Main, the cost of which will be borne and paid for by Orland Park as part of Orland Park's share of the Capital Costs and Charges. The Orland Spur Two Main shall be designed and constructed in accordance with Oak Lawn's specifications, including but not limited to the flow meter configuration and the corrosion control system. Orland Park shall be named as the owner on any permit or easement related to the Orland Spur Two Main. (2) *Alternate Pipe Size Election.* Oak Lawn shall include alternate bid items in the bid package for the Orland Spur Two Main for alternate pipe sizes for the Main that are larger than 24-inches in diameter as requested by Orland Park. Oak Lawn shall notify Orland Park of the prices received for the alternate pipe sizes; in the event that Orland Park notifies Oak Lawn that Orland Park elects to have the Main be constructed in one of the alternate pipe sizes, Oak Lawn shall include the alternate pipe size elected by Orland Park in the contract for that bid package. Oak Lawn shall include the additional cost of construction of the Main resulting from the election of the alternate pipe size in the relevant bid package which shall be financed by the issuance of New Series Bonds. Orland Park shall be allocated that portion of the bid package attributable

to the additional cost of the alternate pipe size and shall be directly billed for a pro-rata percentage of the debt service due on the New Series Bonds issued for said bid package. (3) *Conveyance of and License to Use the Orland Spur Two Main.* Upon completion and final acceptance, Oak Lawn will convey the Orland Spur Two Main to Orland Park by a bill of sale from Oak Lawn to Orland Park. After completion of that conveyance, for the remaining term of this Agreement: (i) Orland Park hereby grants to Oak Lawn a license to operate, use, maintain, test, inspect, repair, remove, and replace, together with all reasonable rights of ingress and egress necessary for the exercise of the license, as a part of and an expense of the Oak Lawn Regional Water System, the Orland Spur Two Main; (ii) the Orland Spur Two Main will be owned by Orland Park and such ownership shall continue to be held by Orland Park; and (iii) Orland Park reserves the right (a) to test and inspect the Orland Spur Two Main at any time without notice to Oak Lawn, and (b) to repair, or to remove and replace, the Orland Spur Two Main following notice to Oak Lawn and Oak Lawn's failure to complete the necessary repair, or removal and replacement, following ninety (90) days notice to Oak Lawn of the need for the repair, or removal and replacement. Orland Park will submit evidence of all costs and expenses incurred in connection with any such repair, or removal and replacement, and such costs and expenses shall be reimbursed by Oak Lawn to Orland Park and such costs and expenses shall be treated by Oak Lawn as costs and expenses of Oak Lawn Regional Water System.

F. Section 11.E. shall be added to the Agreement as follows:

E. *Palos Hills Connection and Pump Station Building.* As part of the 2013 Regional Water System Improvements, Oak Lawn will design, construct and install the Palos Hills Connection and construct and install a new Pump Station Building, the cost of which will be borne and paid for by Palos Hills as part of Palos Hills' share of the Capital Costs and Charges up to the amount of \$2,666,670. Oak Lawn shall include any costs in excess \$2,666,670 for the construction of the Connection and Pump Station Building in Bid Package 8 which shall be financed by the issuance of New Series Bonds. Palos Hills shall be allocated that portion of Bid Package 8 in excess \$2,666,670 and shall be directly billed for a pro-rata percentage of the debt service due on the New Series Bonds issued for Bid Package 8. Upon completion and final acceptance, Oak Lawn is to convey the Pump Station Building to Palos Hills by a bill of sale from Oak Lawn to Palos Hills; *provided, however,* that Oak Lawn shall retain ownership to the piping and all appurtenances to the downstream flange of the flow

meter and that Palos Hills shall grant Oak Lawn right of access to the Pump Station Building for the purpose of maintaining said piping and appurtenances. After completion of that conveyance, for the remaining term of this Agreement, the Pump Station Building will be owned by Palos Hills and such ownership shall continue to be held by Palos Hills and Oak Lawn shall have no right or obligation to operate, use or maintain the Pump Station Building except for said piping and appurtenances described herein. Palos Hills shall be named as the owner on any permit or easement related to the Pump Station Building.

G. Section 13.A. of the Agreement is hereby amended to read as follows:

2013 Regional System Improvements. Oak Lawn will construct the 2013 Regional System Improvements with due diligence. Oak Lawn will undertake to work and cooperate with the Municipal Customers to establish construction schedules which will efficiently cause acquisition and construction of the System Projects that comprise the 2013 Regional System Improvements so as to meet the needs of the Municipal Customers with minimal disruptions of service, and the Municipal Customers shall likewise work and cooperate with Oak Lawn to such end and to provide such facilities within each respective Municipal Customer Water System as will permit the Oak Lawn Regional Water System to efficiently serve such needs. Subject to *force majeure*, Oak Lawn will endeavor to complete the 2013 Regional System Improvements by December 31, 2025. Further, Oak Lawn shall proceed with due diligence to construct the 2013 Regional System Improvements. Oak Lawn shall not change any route approved herein for the 2013 Regional System Improvements to a route which is not through Cook County Forest Preserve District land without Corporate Consent Obtained. Further, beginning with Bid Package 4A and for all subsequent Bid Packages, Executive Consent Obtained is required to award a Bid Package, approve engineering (design and construction) contracts for such Bid Package and approve any additional engineering requirements exceeding \$5,000 per Bid Package.

H. Section 13.C. is hereby added to the Agreement as follows:

Palos Park Option to Upgrade the Size of Its System Connection Main. The Municipal Customers acknowledge that, as part of the 2013 Regional Water System Improvements, Oak Lawn will design, construct and install the transmission main that connects the West Side Transmission Main to the Palos Park Point of Delivery (the "*Palos Park System Connection Main*"), the cost of

which will be borne and paid for by Palos Park as part of Palos Park's share of the Capital Costs and Charges. Oak Lawn shall include alternate bid items in the bid package for the Palos Park System Connection Main for alternate pipe sizes for the Palos Park System Connection Main that are larger than 10-inches in diameter as requested by Palos Park. Oak Lawn shall notify Palos Park of the prices received for the alternate pipe sizes. In the event that Palos Park notifies Oak Lawn that Palos Park elects to have the Palos Park System Connection Main be constructed in one of the alternate pipe sizes, Oak Lawn shall include the alternate pipe size elected by Palos Park in the contract for that bid package. Within thirty (30) days after completion and final approval of the Palos Park System Connection Main and the submission of an invoice by Oak Lawn to Palos Park therefor, Palos Park is to reimburse Oak Lawn for the additional cost of construction of the Palos Park System Connection Main resulting from the election of the alternate pipe size, and Palos Park is not to pay any additional amount as a part of the Capital Costs and Charges due to the election of the alternate pipe size. Alternatively, at the request of Palos Park, Oak Lawn shall include the additional cost of construction of the Main resulting from the election of the alternate pipe size in the relevant bid package which shall be financed by the issuance of New Series Bonds. Palos Park shall be allocated that portion of the bid package attributable to the additional cost of the alternate pipe size and shall be directly billed for a pro-rata percentage of the debt service due on the New Series Bonds issued for said bid package.

- I. Section 13.D. of the Agreement is hereby added to the Agreement as follows:

Realignment of Transmission Main. Oak Lawn and the Municipal Customers agree to a realignment of the Transmission Main for Bid Package 7A (Cross-Town Connection to Booster Station 2) and Bid Package 7B (Orland Park Spur Two Main), such that the intersection of the improvements financed by Bid Package 7A and Bid Package 7B occurs at a point south of 151st Street as shown on *Exhibit C-1* attached hereto (with such further changes or modifications as approved by Executive Consent Obtained). Orland Park shall be allocated \$812,800 of any additional costs resulting from this realignment (including 36-inches of the 60-inch pipe running south of 151st Street along the Com-Ed corridor, engineering costs, construction services, permit fees and easements) and shall be directly billed for a pro-rata percentage of the debt service due on the New Series Bonds issued for said bid package. Any additional costs as a result of the realignment in

excess of \$812,800 shall be paid by the Municipal Customers as a part of the Capital Costs and Charges.

J. The following is hereby added to the end of Section 15.E. of the Agreement:

Such True Up as described herein is subject to approval by Executive Consent Obtained. In addition, beginning in Fiscal Year 2021, the cost of water leakage out of the Oak Lawn Regional Water System (being the variance between the amount of water billed by Chicago less the amount of water billed by the Oak Lawn Regional Water System to the Municipal Customers) for the previous year (Fiscal Year 2020) shall be paid by each Municipal Customer according to each Municipal Customer's Proportionate Share.

K. The first sentence of Section 15.C.(2) of the Agreement is hereby amended to read as follows:

Other Non-Operating Charges shall include an accumulation for a reserve for the Oak Lawn Regional Water System for Operation and Maintenance Costs (the "*O&M Reserve*" which reserve is intended to provide for unforeseen increases in such costs, Default Costs, or, as provided in the proceedings for the issuance of the Bonds, to pay Bonds in the event there has been a default in the payment of Capital Costs and Charges or to pay Bonds issued in the form of a revolving line of credit).

L. The following sentence is hereby added to Section 18.C. of the Agreement:

Specifically, in connection with a bond rating, bond issuance or bond continuing disclosure agreement, each Municipal Customer shall provide financial information about itself within 60 days of request by Oak Lawn.

M. Attachment 2 of Exhibit B to the Agreement, depicting the Point of Delivery to Palos Hills, is hereby replaced with *Exhibit 1* attached hereto.

N. Exhibit C-1 of the Agreement, being the Realignment of Bid Package 7A and 7B, is hereby added to the Agreement as shown on *Exhibit 2* attached hereto.

O. Exhibit O of the Agreement, being the Financing Plan and Parameters for the 2013 Regional System Improvements, is hereby replaced with *Exhibit 3* attached hereto.

P. Exhibit P of the Agreement, being the Statement of Mutual Cooperation Process, is hereby replaced with *Exhibit 4* attached hereto.

Section 3. Effectiveness.

A. This Amendment shall become binding upon the Parties upon (1) execution and delivery by Oak Lawn and the other Parties hereto of counterparts of this Amendment (2) execution and delivery by Oak Lawn and each of the North System Customers (as defined in the Agreement) of counterparts of the First Amendment to the Water Sale, Purchase and Service Agreement by and between Oak Lawn and the North System Customers. Provided such conditions have been met, the Effective Date of this Amendment shall be the first day of the month following the completion of the actions set forth in clauses (1) and (2) herein.

B. The Parties hereby consent to the terms, provisions and conditions of this Amendment and hereby ratify, confirm and approve the Agreement, as modified and amended herein, and acknowledge that the Agreement, as modified and amended herein, shall remain in full force and effect.

C. It is the express intention and agreement of the Parties that the modification and amendment of the Agreement is not intended or to be construed as an extinguishment, revocation, satisfaction or discharge of any of the liabilities or obligations under the Agreement.

Section 4. Miscellaneous.

A. Should any part, term or provision of this Amendment be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

B. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its principles of conflict of laws.

C. This Amendment may be executed in any number of counterparts, each of which shall be executed by Oak Lawn and the other Parties and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

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IN WITNESS WHEREOF, Oak Lawn and each of the Southwest System Customers have caused their respective corporate seals to be hereunto affixed and attested and these presents to be signed by their respective officers.

SOUTHWEST SYSTEM CUSTOMERS:

VILLAGE OF MOKENA

By: _____
Its: Village President

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2020

VILLAGE OF NEW LENOX

By: _____
Its: Village President

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2020

CITY OF OAK FOREST

By: _____
Its: Mayor

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2020

VILLAGE OF ORLAND PARK

By: _____
Its: Village President

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2020

VILLAGE OF TINLEY PARK

By: _____
Its: Village President

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2020

OAK LAWN:

VILLAGE OF OAK LAWN

By: _____
Its: Village President

ATTESTED:

Municipal Clerk

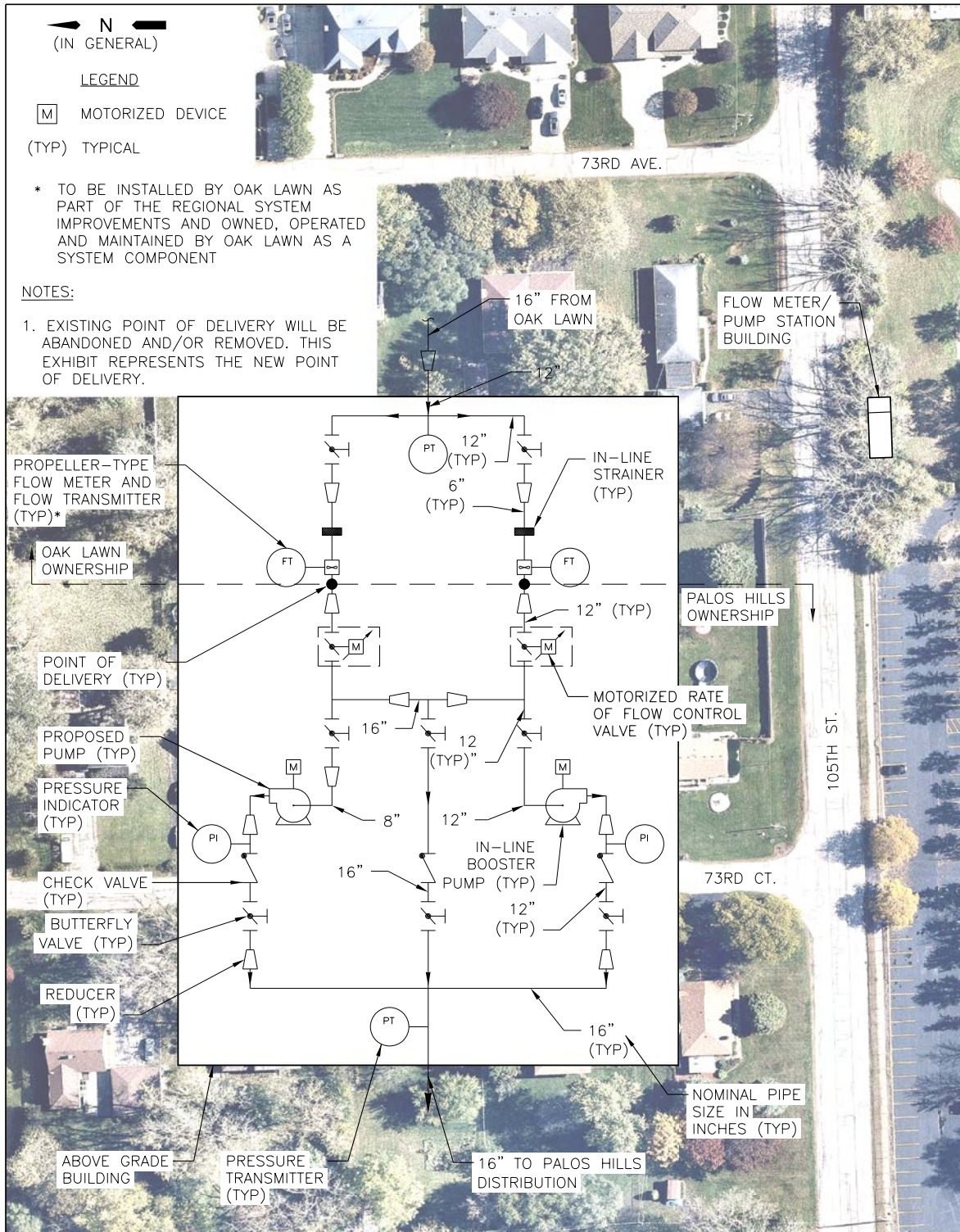
[SEAL]

DATED: _____, 2020

EXHIBIT 1
TO THE FIRST AMENDMENT TO THE REGIONAL WATER SYSTEM
WATER SALE, PURCHASE AND SERVICE AGREEMENT

EXHIBIT B – ATTACHMENT 2

OAK LAWN REGIONAL WATER SYSTEM POINT OF DELIVERY TO PALOS HILLS



ATTACHMENT 2
Point of Delivery
to Palos Hills

EXHIBIT 2
TO THE FIRST AMENDMENT TO THE REGIONAL WATER SYSTEM
WATER SALE, PURCHASE AND SERVICE AGREEMENT

EXHIBIT C-1

REALIGNMENT OF BID PACKAGES 7A AND 7B



Village of Oak Lawn Water Transmission Main Bid Packages 7A & 7B - Revised Alignments



EXHIBIT 3
TO THE FIRST AMENDMENT TO THE REGIONAL WATER SYSTEM
WATER SALE, PURCHASE AND SERVICE AGREEMENT

EXHIBIT O
FINANCING PLAN AND PARAMETERS
OAK LAWN REGIONAL WATER SYSTEM
“NEW SERIES BONDS” FOR THE
“2013 REGIONAL SYSTEM IMPROVEMENTS”

I. INTRODUCTION.

This Financing Plan and Parameters (the or this “*FPP*”) is set forth as Exhibit O to that certain “Regional Water System Water Sale, Purchase and Service Agreement Between the Village of Oak Lawn, Illinois and Certain of Its Municipal Customers” (the “*Agreement*”). The defined terms of the Agreement are incorporated by reference, unless otherwise defined expressly in this Exhibit O or unless the context or use of a term clearly indicates another meaning is intended. This FPP is pursuant to Section 4.B of the Agreement and relates to the New Series Bonds and Bonds issued at any time in the future to refund New Series Bonds.

II. SOURCE OF FUNDS AND LIEN PRIORITIES; PREFERENCES FOR IEPA LOANS.

The Bonds shall be payable from the “*Net Revenues*” (Regional System Revenues less Operation and Maintenance Costs). The Bonds may be in various lien positions, commonly referred to as first lien, second lien, third lien, and so on. It is anticipated that a portion of the Bonds will be issued to the IEPA pursuant to its 20-year loan program for water projects (such portion will be referred to interchangeably with Bonds as the “*IEPA Loans*”).

IEPA Loans shall be Bonds in a third lien position on Net Revenues. Oak Lawn shall procure the maximum amount of IEPA Loans made available to it to finance the Project. In stating this preference, the Parties to the Agreement acknowledge that they are familiar with the IEPA water project loan program regulations, which in general provide funding for certain Project costs and defer loan repayment for a period of time, adding the deferred interest to principal at the time the loan begins to amortize, and such amortization occurring in level stated amounts of principal and interest semi-annually for 20 years. It is possible that during the course of acquiring and constructing the 2013 Regional System Improvements (herein also the “*Project*”) the IEPA may offer a 30-year loan program. Oak Lawn will seek to issue Bonds for 30-year IEPA Loans only after Executive Consent [is] Obtained as provided in the Agreement.

One series of IEPA Loans has already been procured by Oak Lawn, utilizing its own credit on an interim basis. This is an IEPA Loan approved for \$15,000,000 (estimated to be drawn in the amount of approximately \$12,700,000), more or less, to provide for improvements at the Harker Pumping Station. This FPP permits allocation of that IEPA Loan to a Bond (*i.e.*

payable from the Net Revenues). This FPP permits Oak Lawn to have allocated to it, to the fullest extent possible, the debt service payments on this IEPA Loan as its share of Capital Costs and Charges. This provision entitles Oak Lawn to the (low) interest rate obtained on such IEPA Loan.

For Bonds which must be issued which are not IEPA Loans, this FPP permits the issuance of Senior Lien Bonds with a goal of achieving a rating in the second highest rating category by one or more appropriate rating agencies (such as Moody's or S&P) which ratings are now commonly known as "AA" or "Aa." The Parties acknowledge that such ratings typically require financial covenants, such as Net Revenues coverage of debt service on such Bonds.

III. MAXIMUM PRINCIPAL AMOUNTS.

A. The maximum principal amount of Bonds issued to pay the costs of acquiring and constructing the Project, including the costs of all lands and rights in land and water, and other necessary or advisable capital expenditures related thereto, and all costs of engineering related to the Project, shall not exceed such principal amount as will produce not in excess of \$275,000,000 of proceeds.

B. To said principal amount may be added amounts as follows:

1. Costs of issuance of the New Series Bonds (which includes the costs of all Parties to the Agreement of negotiating the Agreement) including legal, financial advisory, and engineering costs of such negotiations, bank fees and underwriting fees and similar costs, costs of credit enhancement such as bond insurance, line of credit or letter of credit fees, and the like, and typical closing costs for Bonds and original issue discount.

2. Bond reserve amounts not to exceed ten percent (10%) of the face ("*par*") amount of the New Series Bonds.

3. For any series of refunding Bonds, such additional principal amounts as may be necessary to accomplish such refunding (*i.e.* pay the designated debt service [principal and interest and redemption costs, if any] of such prior series of Bonds) including costs of issuance of such refunding Bonds, in each instance limited to two percent (2%) of par plus any bank fees or credit enhancement fees related to such refunding Bonds.

4. Capitalized interest on any Bonds for a maximum term of five years.

C. The maximum principal amount of Bonds of all series, including any series of refunding Bonds, which may be outstanding at any one time shall not exceed \$297,000,000.

IV. MINIMUM PURCHASE PRICE AND COMPENSATION TO BANKS AND UNDERWRITERS.

Bonds shall be sold at not less than 98% of par, exclusive of any original issue discount. Compensation paid to any bank or financial institution acquiring Bonds in a negotiated purchase shall not exceed 1% of par. Compensation to any underwriters of Bonds shall not exceed 2% of par.

V. RATES OF INTEREST ON BONDS.

No Bond shall bear a rate of interest or have a yield greater than permitted to a non-home rule governmental unit in Illinois as currently provided in the "Bond Authorization Act" of the State, as supplemented or amended. Oak Lawn will retain an independent financial advisor for all Bonds except those which are IEPA Loans. Oak Lawn will obtain from such financial advisor an opinion on each series of Bonds except IEPA Loans that the interest rates payable and the other financial terms of such Bonds are fair and reasonable in view of the structure of such Bond issue and then current conditions in the relevant market for such Bonds.

Bonds may utilize interest rate swaps upon the terms set forth in the Bond Authorization Act.

VI. MAXIMUM ANNUAL DEBT SERVICE.

Planned maximum annual debt service shall not exceed \$22,500,000. However, Bonds may become due resulting in greater debt service than that amount with the intention of refunding such Bonds (such obligations may have what is referred to as "bullet" maturities).

VII. TERM TO MATURITY; CERTAIN BOND CONSIDERATIONS.

As noted above, the Parties acknowledge the terms upon which the IEPA Loans will be repaid.

For other Bonds, planned principal authorization, to the extent commercially reasonable, will be deferred so as to begin to amortize at the final maturity of an IEPA Loan and end prior to expiration of the current term of the Agreement.

VIII. REVOLVING LINE OF CREDIT BONDS.

At any time prior to the completion of the Project, Bonds may be issued in the form of a revolving line of credit ("*L/C Bonds*") having a variable rate of interest within the maximum rate of interest set forth above. The maximum amount of such LC Bonds is \$35,000,000. If the L/C Bonds are outstanding upon completion of the Project, Oak Lawn will begin a financing effort to refund such L/C Bonds with long-term Bonds. Or, at such time, the term or maturity of the L/C Bonds may be extended to a further date if in the judgment of Oak Lawn such extension is advantageous but only after Executive Consent [is] Obtained as provided in the Agreement.

EXHIBIT 4
TO THE FIRST AMENDMENT TO THE REGIONAL WATER SYSTEM
WATER SALE, PURCHASE AND SERVICE AGREEMENT

EXHIBIT P

STATEMENT OF MUTUAL COOPERATION PROCESS

For purposes of this Exhibit, all definitions as given in the Agreement of which this Exhibit is a part are incorporated by reference.

A. It is the intention of the Parties to this Agreement to create a long-term arrangement that is able to change and evolve over coming years to meet the changing demographics and needs of Oak Lawn and the Southwest System Customers.

B. Both Oak Lawn and the Southwest System Customers embrace the concept of establishing a framework for a long-term intergovernmental cooperative relationship for the reliable and cost-effective delivery of Chicago Water from Chicago to the Southwest System Customers through the Oak Lawn Regional Water System. To meet this objective, Oak Lawn and the Southwest System Customers agree to work together to investigate possible means of furthering the improvement and operation of the Oak Lawn Regional Water System to provide the Southwest System Customers with a long-term, reliable supply of Chicago Water. Oak Lawn and the Southwest System Customers agree that they will, from time to time, investigate alternative capital improvements and financing methods, as well as alternative operations and maintenance procedures, for the Oak Lawn Regional Water System, with the overall objective of enhancing the public health, safety and welfare of those to whom the Southwest System Customers provide Chicago Water.

C. Both Oak Lawn and the Southwest System Customers recognize that an essential element of this cooperative relationship is to ensure a reliable water delivery system for the provision of Chicago Water at a reasonable cost, and they jointly will seek out and develop mutually beneficial opportunities. As part of this effort, this Agreement establishes a regular method of budget development and review for the Oak Lawn Regional Water System, on Oak Lawn's annual budget cycle, and a process to evaluate budgeted items and anticipated costs.

D. Oak Lawn recognizes that the Southwest System Customers are a substantial contributor to the total Operation and Maintenance Costs of, and to the Capital Costs and Charges for, the Oak Lawn Regional Water System in the provision of Chicago Water to the Southwest System Customers, and that the Southwest System Customers desire meaningful input in various aspects of the Oak Lawn Regional Water System. Oak Lawn intends to share these enhanced input opportunities with the Southwest System Customers.

E. This Agreement will establish a variety of mechanisms for enhanced contact and communication between Oak Lawn and the Southwest System Customers on topics relevant to this Agreement including, among other things, water supply and reliability, Operation and

Maintenance Costs and Capital Costs and Charges for the Oak Lawn Regional Water System, and the future effective and beneficial functioning of the Oak Lawn Regional Water System and the relationship between the Parties.

F. The mutually cooperative efforts set forth in this Exhibit will occur mainly through Working Groups as described in Sections I.B and I.D of this Exhibit and management level communications as described in the following sections. The Southwest System Customers acknowledge that providing review, feedback, recommendations and input to Oak Lawn, and Oak Lawn's acceptance of such, shall not supersede Oak Lawn's role as the sole entity responsible for the daily operation of the Oak Lawn Regional Water System. Oak Lawn supports these mutual cooperation efforts but reserves the right to accept or not accept certain recommendations provided by the Southwest System Customers.

G. The Southwest System Customers acknowledge that Oak Lawn is the licensed water system operator solely responsible for the Oak Lawn Regional Water System and as established and permitted by the IEPA, and therefore it shall be mandatory that Oak Lawn retain full operational control of the Oak Lawn Regional Water System.

H. Oak Lawn and the Southwest System Customers agree to commence mutual cooperation efforts outlined in this Exhibit, including Working Groups as described in Sections I.B and I.D of this Exhibit, upon execution of this Agreement. The Parties agree that this will enable and support the effective and efficient completion of the 2013 Regional System Improvements, the plan for which the Southwest Customers have approved.

ACCORDINGLY, OAK LAWN AND THE SOUTHWEST SYSTEM CUSTOMERS AGREE AS FOLLOWS.

I. Cooperation and Communication Regarding Reliability and Cost Control; Review and Accountability.

A. Coordination and Communication. Oak Lawn and the Southwest System Customers agree that they desire to establish a variety of means to enhance and promote communication and cooperation between Oak Lawn and the Southwest System Customers. In addition to those matters otherwise addressed in this Agreement, Oak Lawn and the Southwest System Customers also wish to establish procedures and processes to allow review of the Oak Lawn Regional Water System, to enable continuing channels of communication between Oak Lawn and the Southwest System Customers, and to ensure beneficial decision-making by Oak Lawn in the operation, maintenance and periodic improvement of the Oak Lawn Regional Water System. Nothing in this Exhibit is intended to require the Southwest System Customers to create reports that each does not regularly produce.

In order to enhance transparency and avoid delay in decision making, the following are the general expectations and responsibilities for communication by and between the Contractor, Oak Lawn, Customer Communities and their Consulting Engineer currently Christopher B. Burke Engineering (CBBEL), Oak Lawn's Consulting Engineer (CDM Smith), and information from public agencies or utilities involved in the Project:

Oak Lawn will receive questions and comments on the project, conduct weekly construction and coordination meetings, update the managers and boards of trustees as needed, and process pay applications.

Oak Lawn's Consulting Engineer, currently CDM Smith, will be the central communications hub with all parties, coordinate communications with the contractor, attend weekly construction meetings, attend weekly coordination meetings with CBBEL, attend the customer review committee meetings or conference calls as requested, post weekly construction coordination meeting minutes to the SharePoint site, and prepare logs of work change directives, change orders, RFI's, and submittals uploaded to the SharePoint site monthly.

Customer Communities and the Customer Communities' Consulting Engineer, currently CBBEL, will attend weekly coordination meetings, schedule and attend Customer Review Committee meetings or conference calls as needed, and update communities not on the Customer Review Committee as needed.

Change Order Working Group, at times referred to as the Customer Review Committee, will consist of three members of the customer communities that are selected by a vote of the customer communities. This group will review and approve change orders as described in section D(4). They also will update communities not on the Customer Review Committee of any decisions that are made via e-mail.

Contractor will be required to attend weekly construction meetings, respond to CDM Smith requests, and prepare minutes for weekly construction meetings.

Public Agencies and Utilities will be engaged to receive questions or comments pertaining to the project and be provided responses as required in a timely fashion.

B. Mutual Cooperation Through Working Groups.

1. Formation. To facilitate an ongoing structure for consistent communication, Oak Lawn and the Southwest System Customers agree that the Southwest System Customers will establish three working groups ("*Working Groups*"), consisting of personnel from the Southwest System Customers, to address the subject areas described in Section I.D of this Exhibit. The Southwest System Customers will notify Oak Lawn of the formation of the Working Groups and the membership of each Working Group, as well as the designated chairperson for each Working Group and such group's designated liaison to Oak Lawn, from time to time. The Southwest System Customers shall be responsible to provide staff support to the Working Groups, including preparation of meeting agenda and minutes. The Working Groups are intended to be performing jointly the role of staff of the Southwest System Customers, and are not intended to be public bodies subject to the provisions of the Open Meetings Act.

2. Oak Lawn Liaisons. Oak Lawn will designate at least one liaison to act on its behalf in cooperating with the Working Groups in various ways, including (a) meeting

with the Working Groups as described in this Exhibit, (b) providing information to the Working Groups as requested by each Working Group in connection with their various subject matter areas, and (c) obtaining answers to questions and concerns raised by the Working Groups in connection with the Agreement and provision of Chicago Water to the Southwest System Customers. Oak Lawn's liaison to each Working Group shall be a person holding a position of comparable rank and responsibilities as those held by a majority of individuals serving on each Working Group.

C. Meetings with Working Groups.

1. In General. The Southwest System Customers in conjunction with Oak Lawn will create a meeting schedule and provide an agenda for each of the Working Groups' meetings with their respective Oak Lawn liaisons from time to time. Oak Lawn and each Working Group agree that the "Operations" Working Group and the "Finance/Administration" Working Group shall each meet with their respective designated liaisons from Oak Lawn not less than two (2) times in each calendar year unless the Working Group and Oak Lawn mutually agree that fewer meetings are required from time to time. Oak Lawn and each Working Group agree that the "Management" Working Group and Oak Lawn's designated liaison will meet at least once in each calendar year, on call of the Management Working Group with at least fourteen (14) days notice to Oak Lawn. Oak Lawn and the Working Groups agree that additional meetings will be held by any of these Working Groups with their respective liaisons on call of the Working Group with at least fourteen (14) days notice to Oak Lawn. In the event of an emergency, Oak Lawn and the appropriate Working Group agree to meet as soon as is practicable under the circumstances.

2. Cooperation with Others. The Southwest System Customers acknowledge that other Municipal Customers may have substantially similar rights relating to mutual cooperation or may have an interest in the Working Group meetings or actions and agree to cooperate and coordinate with Oak Lawn to the end of avoiding duplicative efforts.

D. Working Groups. The Working Groups will be as follows:

1. Management Working Group: The Management Working Group will have at least the following functions and duties and other duties as assigned by the Southwest System Customers:

a. Review Oak Lawn's overall compliance with the terms and conditions of this Agreement;

b. Review the overall compliance of each of the Southwest System Customers with the terms and conditions of this Agreement and report on the same to Oak Lawn at least on an annual basis if requested by Oak Lawn;

- c. Review and provide recommendations to Oak Lawn and the Southwest System Customers regarding any proposed revisions to, or renewals of, this Agreement;
- d. Review, evaluate and provide feedback on the compliance of Oak Lawn and Chicago with the terms and conditions of the Chicago-Oak Lawn Agreement, as such matters affect the Southwest System Customers;
- e. Review and provide recommendations to Oak Lawn on all purchases involving Major Capital Costs prior to approval by the corporate authorities of Oak Lawn of the contracts relating to those costs;
- f. In conjunction with Oak Lawn's annual budget process, review and provide input on proposed Oak Lawn budget components for the Oak Lawn Regional Water System;
- g. In conjunction with Oak Lawn's Asset Management Program for the Oak Lawn Regional Water System, review and provide input on the Oak Lawn Regional Water System's capital budget;
- h. On an annual basis, provide to Oak Lawn the capital improvement plan of each Southwest System Customer for its respective Municipal Customer Water System, and provide feedback and input to Oak Lawn on said plans;
- i. Review updates of the status of performance and improvements under this Agreement and the Chicago-Oak Lawn Agreement, and coordinate input and recommendations thereon from, the Operations Working Group and the Finance/Administration Working Group;
- j. Provide feedback and input to Oak Lawn as well as the corporate authorities of the Southwest Customers regarding performance under this Agreement and the Chicago-Oak Lawn Agreement and matters involving the Oak Lawn Regional Water System; and
- k. Make recommendations to and coordinate with Oak Lawn regarding public information and education on matters involving this Agreement through various methods and programs, such as public meetings, newsletters, websites, and social media.
- l. Approve the contractor (i.e. lowest qualified bid) and any proposed engineering (design and construction) for the remaining bid packages as well as any additional proposed engineering requirements that are over \$5,000.
- m. Receive and review the regional water system water loss report on an annual basis.

n. Approve the true-up of budgeted versus actual cost of the rate for the Customer Communities on an annual basis.

2. *Operations Working Group*: The Operations Working Group will have at least the following functions and duties and other duties as assigned by the Southwest System Customers:

a. Review and provide feedback to Oak Lawn regarding Oak Lawn's duty to provide the supply of Chicago Water required under this Agreement;

b. Review operational practices and procedures of Oak Lawn in the operation of the Oak Lawn Regional Water System;

c. Review the operational practices and procedures of each of the Southwest System Customers in the operation of their respective Water Systems, as such matters affect the Oak Lawn Regional Water System, and report on the same to Oak Lawn at least on an annual basis if requested by Oak Lawn;

d. Provide input to Oak Lawn to develop appropriate methods for, and to improve, operational coordination in the operation of the Oak Lawn Regional Water System as it delivers Chicago Water to the Southwest System Customers;

e. Review and provide recommendations to the Management Working Group and Oak Lawn on all purchases involving Major Capital Costs prior to approval by the corporate authorities of Oak Lawn of the contracts relating to those costs;

f. In conjunction with Oak Lawn's annual budget process, review and provide input to the Finance/Administration Working Group on proposed Oak Lawn budget components for the Oak Lawn Regional Water System;

g. In conjunction with Oak Lawn's Asset Management Program for the Oak Lawn Regional Water System, review and provide input on the capital budget for the Oak Lawn Regional Water System;

h. Encourage continued and ongoing day-to-day communication between operators of the Oak Lawn Regional Water System and operators of the Southwest System Customers' Water Systems;

i. Review the Chicago Water use requirements of the Southwest Customers and the parameters under which such Chicago Water is to be delivered;

j. Review the quality and source of Chicago Water provided to the Southwest System Customers under the Agreement;

k. Review, discuss and communicate regarding potential and actual emergency conditions that may affect the delivery of Chicago Water under this Agreement;

l. Review, discuss and communicate regarding potential and actual events that may result in planned curtailment or planned shut-downs of, or other impacts on, the Chicago Water supply under this Agreement;

m. Suggest, review and provide input to Oak Lawn on cost effectiveness and cost control initiatives in areas relating to contractual services, commodities and services provided by the Oak Lawn Water Division, where such Division provides support and services to the Oak Lawn Regional Water System; and

n. Provide input and recommendations on these matters to the Management Working Group.

3. *Finance/Administration Working Group*: The Finance/Administration Working Group will have at least the following functions and duties and other duties as assigned by the Southwest System Customers:

a. Conduct, at least on an annual basis, a review of the billing procedures, schedules, and invoices from Oak Lawn to the Southwest System Customers, including supporting documentation as requested;

b. Conduct, at least on an annual basis, a review of the components in the water rate charged by Oak Lawn to the Southwest System Customers, and any changes to or adjustments in the rate;

c. Review and communicate in regard to changes or adjustments to the Chicago Water rates;

d. Conduct, at least on an annual basis, a review of Oak Lawn's debt schedules pertaining to the Oak Lawn Regional Water System, as well as any costs allocated to the Southwest System Customers and the formulas used to calculate the Southwest System Customers' required reimbursement of such costs;

e. Review the financial impact of, and provide recommendations to, the Management Working Group on proposed financing methods, if financing is necessary, for all purchases involving Major Capital Costs prior to approval by the corporate authorities of Oak Lawn of the contracts relating to those costs and other capital items in Oak Lawn's Asset Management Program;

f. In conjunction with Oak Lawn's annual budget process, review and provide input on proposed Oak Lawn budget components for the Oak Lawn Regional Water System;

g. Suggest, review and provide input to Oak Lawn on cost effectiveness and cost control initiatives in areas relating to contractual services, commodities and services provided by the Oak Lawn Water Division, where such Division provides support and services to the Oak Lawn Regional Water System;

h. Review the financial impact of the use of the Oak Lawn Regional Water System by Municipal Customers other than the Southwest System Customers who are Parties under this Agreement, and costs assigned to such Municipal Customers, including any amounts such other customers may be required to pay as a fair share, equitable contribution based on the terms of this Agreement; and

i. Provide input and recommendations on these matters and proposed System Projects to the Management Working Group.

4. *Change Order Working Group:* The Change Order Working Group will be provided with bid package change orders that exceed \$20,000 in construction cost per occurrence to review and approve or reject. The Change Order Working Group, Oak Lawn's Consulting Engineer, and Oak Lawn will have at least the following functions and duties:

a. Oak Lawn's Consulting Engineer:

- i. Determine if a change order meets the qualifications for review by the Change Order Working Group and Oak Lawn.
- ii. Change Order Working Group, Customer Communities' Consulting Engineer & Oak Lawn will discuss all change orders at weekly coordination meetings.
- iii. If the change order qualifies for review by the Change Order Working Group, then Oak Lawn's Consulting Engineer will provide that change order to them for review.
- iv. If the change order is approved by the Change Order Working Group, Oak Lawn's Consulting Engineer will issue a Work Change Directive to the Contractor or issue a change order to the Contractor which may be comprised of several approved Work Change Directives.

- v. If the change order is not approved then Oak Lawn's Consulting Engineer, the Change Order Working Group, and Oak Lawn will review the recommendations of both consulting engineers, arrange the necessary meeting to determine the solution, if possible, and issue the appropriate direction to the Contractor.
- b. Change Order Working Group, Customer Communities' Consulting Engineer & Oak Lawn:
 - i. Timely review change order requests
 - ii. Attend meetings or conference calls to address and review recommendations of the consulting engineers
 - iii. Issue decisions on whether change orders requiring Change Order Working Group approval are approved or not approved within three (3) business days from receipt by Oak Lawn's Consulting Engineer in writing.

II. Notice of Oak Lawn Meetings. Oak Lawn shall provide notice to the Southwest System Customers of any meeting of the Oak Lawn corporate authorities, or any board, committee, commission, advisory group or other similar body of Oak Lawn when Oak Lawn anticipates that the agenda for a meeting of any such body will include matters relating to the Oak Lawn Regional Water System. Such notice to the Southwest System Customers shall be given to the Southwest System Customers at the same time as notice is given to the members of any such body and shall include copies of the agenda and any agenda materials provided to such body. The Southwest System Customers shall be responsible, not less often than annually, to provide an email address for such notifications, and sending to such addresses shall be adequate notice.

III. Audited Financial Statements. Oak Lawn shall provide to the Southwest System Customers, within two hundred ten (210) days after the close of each of its Fiscal Year, an audit of the Oak Lawn Regional Water System financial records prepared by a certified public accounting firm retained by Oak Lawn for such Fiscal Year.

STAFF COMMENT

BOARD COMMENT

PUBLIC COMMENT